

# HERITAGE RANCH COMMUNITY SERVICES DISTRICT

## MEMORANDUM

**TO:** Board of Directors  
**FROM:** Scott Duffield, General Manager  
**DATE:** December 21, 2023  
**SUBJECT:** Election of a Board President and Vice President for 2024.

### **Background**

District Code of Ordinance states:

#### 2.110 - Officer Election And Term Of Office

The President and Vice President of the Board shall be elected by the members of the Board for a one-year term pursuant to a rotation policy. The election shall be held at any time during the first regular meeting following the date members of the Board are eligible to assume office following the general District election.

#### 2.120 - President

The President shall

- A. Be the principal executive officer of the District and, unless otherwise determined by the members of the Board, shall preside at all meetings of the Board, and
- B. May sign deeds, notes, bonds, contracts or other instruments authorized by the Board to be executed, except in cases in which the signing and execution thereof shall be expressly designated by the Board to some other officer or agent of the District or shall be required by law to be otherwise signed or executed and,
- C. Shall perform in general all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

#### 2.130 - Vice President

The Vice President shall in the absence of the President, assume the duties and powers of the President.

The District's Board officers are shown on Attachment A.

Attachments: Attachment A – Board of Directors and Officers

File: BOD

Attachment A

**Heritage Ranch Community Services District  
Board of Directors and Officers**

<b>Officers</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
President	Bill Barker	Bill Barker	Tony Foti	Dan Burgess	Reg Cousineau
VP	Ralph Allison	Tony Foti	Dan Burgess	Reg Cousineau	Martin Rowley
					Bill Barker
					Dan Burgess
					Devin Capps
<b>Officers</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
President	Martin Rowley	Bill Barker	Dan Burgess	Devin Capps	Reg Cousineau
VP	Bill Barker	Dan Burgess	Devin Capps	Reg Cousineau	Martin Rowley
	Dan Burgess	Devin Capps	Reg Cousineau	Martin Rowley	Bill Barker
	Devin Capps	Reg Cousineau	Martin Rowley	Bill Barker	Dan Burgess
	Reg Cousineau	Martin Rowley	Bill Barker	Dan Burgess	Devin Capps
<b>Officers</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
President	Bill Barker				
VP	Dan Burgess				
	Devin Capps				
	Masen Yaffee				
	Michael Camou				



**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS REGULAR MEETING MINUTES**

*November 16, 2023*

**1. 4:00 PM OPEN SESSION / CALL TO ORDER / FLAG SALUTE**

President Barker called the meeting to order at 4:00 pm and led the flag salute.

**2. ROLL CALL**

Secretary Gelos called the role.

Directors present: Bill Barker, Dan Burgess, Michael Camou, Masen Yaffee.

Directors absent: Devin Capps.

Staff present: General Manager, Scott Duffield, District Engineer, Doug Groshart, Operations Manager, Mike Wilcox and District Counsel.

**3. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

There were no public comments.

**4. CONSENT ITEMS**

**a. Meeting Minutes:** Receive/approve minutes of regular meeting of October 19, 2023.

**b. Warrant Register:** Receive/approve October 2023 warrants.

**c. Treasurer's Report:** Receive/file October 2023 Report.

**d. Fiscal Report:** Receive/file October 2023 status report.

**e. Office Report:** Receive/file October 2023 report.

**f. District Engineer Report:** Receive/file November 2023 report.

**g. Operations Manager Report:** Receive/file November 2023 report.

There were no public comments.

Director Burgess made a motion to approve all items as presented. Director Camou seconded the motion. The motion passed by the following roll call vote:

Ayes: Barker, Burgess, Camou, Yaffee

Absent: Capps

**5. BUSINESS ITEMS**

**a. Discussion regarding the Water Resource Recovery Facility project: 1) Receive the Initial Study and Mitigated Negative Declaration; 2) Receive the 60% Design; and 3) Receive finance plan update.**

There were no public comments.

Dylan Wade from WSC provided a presentation on the environmental document (IS-MND) and timeline, as well as the 60% Design update.

The Finance Team (Albert Peche, Nicki Tallman) provided a presentation and updates on the project financing.

Manager Duffield provided a brief summary of the item, and answered any questions the board had.

**b. Discussion and direction regarding disinfection byproducts.**

There were no public comments.

Manager Duffield provided a brief summary of the item and answered any questions the board had.

**6. GENERAL MANAGER REPORT**

There were no public comments.

Report was received and filed.

**7. FUTURE AGENDA ITEMS**

There were no public comments.

The Board determined to add the following to a future agenda:

- WRRF Project Budget and Financial Considerations

**8. ADJOURNMENT**

On a motion by Director Burgess and seconded by Director Yaffee the meeting adjourned at 5:55 pm to the next scheduled meeting on Thursday, December 21, 2023.

**APPROVED:**

**ATTEST:**

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**Bill Barker, President**  
**Board of Directors**

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**Kristen Gelos, Secretary**  
**Board of Directors**

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
WARRANT REGISTER  
NOVEMBER 2023**

<b>DATE</b>	<b>NAME OF PAYEE</b>	<b>ITEM AMOUNT</b>	<b>WARRANT AMOUNT</b>
11/3/2023	R. ARNOLD NET PAYROLL	2,781.70	\$ 2,781.70
11/3/2023	M. HUMPHREY NET PAYROLL	2,467.27	\$ 2,467.27
11/3/2023	B. VOGEL NET PAYROLL	2,757.04	\$ 2,757.04
11/3/2023	T. SHOGREN NET PAYROLL	2,244.93	\$ 2,244.93
11/3/2023	J. MARTY NET PAYROLL	1,801.66	\$ 1,801.66
11/3/2023	K. GELOS NET PAYROLL	2,772.81	\$ 2,772.81
11/3/2023	D. BURGESS NET PAYROLL	92.35	\$ 92.35
11/3/2023	B. BARKER NET PAYROLL	554.10	\$ 554.10
11/3/2023	S. DUFFIELD NET PAYROLL	3,519.19	\$ 3,519.19
11/3/2023	D. CAPPS NET PAYROLL	92.35	\$ 92.35
11/3/2023	M. WILCOX NET PAYROLL	2,392.11	\$ 2,392.11
11/3/2023	D. GROSHART NET PAYROLL	4,500.06	\$ 4,500.06
11/3/2023	M. CAMOU NET PAYROLL	92.35	\$ 92.35
11/3/2023	CALPERS HEALTH BENEFITS CALPERS HEALTH BENEFITS EMPLOYEE PAID HEALTH BENEFIT EMPLOYEE PAID HEALTH BENEFIT	17,151.46 668.33 751.84	\$ 18,571.63

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
WARRANT REGISTER  
NOVEMBER 2023**

<b>DATE</b>	<b>NAME OF PAYEE</b>	<b>ITEM AMOUNT</b>	<b>WARRANT AMOUNT</b>
11/3/2023	INTERNAL REVENUE SERVICE		
	FEDERAL WITHHOLDING TAXES	2,761.91	
	FICA WITHIHOLDING	111.60	
	MEDICARE	1,094.90	\$ 3,968.41
11/3/2023	EMPLOYMENT DEVELOPMENT DEPARTM ETT	2.19	
	SDI	264.44	
	SUI	32.78	
	STATE WITHHOLDING	1,163.81	\$ 1,463.22
11/3/2023	CALPERS RETIREMENT SYSTEM		
	CALPERS UNIFORM ALLOWANCE	10.47	
	PERS-IRC 457 CONTRIBUTIONS	2,433.50	
	PERS RETIREMENT	1,628.91	
	PERS RETIREMENT TIER 2	1,886.11	
	PERS RETIREMENT PEPRA	2,841.58	
	PERS SERVICE CREDIT PURCHASE	981.47	
	SURVIVOR BENEFIT	8.37	\$ 9,790.41
11/6/2023	PG&E		
	ELECTRICITY	7,309.43	\$ 7,309.43
11/9/2023	BILL G BARKER JR.		
	BOD TRAINING & TRAVEL	482.93	\$ 482.93
11/9/2023	J.B. DEWAR. INC.		
	FUEL & OIL	715.86	\$ 715.86
11/9/2023	USA BLUEBOOK		
	MAINTENANCE FIXED EQUIPMENT	276.71	
	MAINTENANCE FIXED EQUIPMENT	23.75	
	SUPPLIES/FIXED EQUIPMENT	139.19	\$ 439.65
11/9/2023	COUNTY OF SAN LUIS OBISPO		
	WATER PURCHASE	14,300.00	\$ 14,300.00
11/9/2023	NAPA AUTO PARTS		
	VEHICLES	296.57	
	SUPPLIES	21.18	
	VEHICLES	8.22	\$ 325.97

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
WARRANT REGISTER  
NOVEMBER 2023**

<b>DATE</b>	<b>NAME OF PAYEE</b>	<b>ITEM AMOUNT</b>	<b>WARRANT AMOUNT</b>
11/9/2023	ABALONE COAST ANALYTICAL, INC. LAB TESTING	3,181.00	\$ 3,181.00
11/9/2023	CORE & MAIN LP MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT MAINTENANCE FIXED EQUIPMENT	491.98 154.92 3,227.15	\$ 3,874.05
11/9/2023	BURT INDUSTRIAL SUPPLY SUPPLIES SUPPLIES	148.55 484.99	\$ 633.54
11/9/2023	DATA PROSE LLC PROFESSIONAL SERVICES OCTOBER BILLING	374.80 1,393.79	\$ 1,768.59
11/9/2023	RIVAL TECHNOLOGY INC. PROFESSIONAL SERVICES COMPUTER/SOFTWARE	909.36 130.00	\$ 1,039.36
11/9/2023	MID-STATE REPAIR SERVICE VEHICLES	288.43	\$ 288.43
11/9/2023	BRIAN VOGEL UNIFORM ALLOWANCE	85.59	\$ 85.59
11/9/2023	SPEEDY COASTAL MESSENGER, INC. LAB TESTING	505.00	\$ 505.00
11/9/2023	AMAZON OFFICE SUPPLIES	129.64	\$ 129.64
11/9/2023	EVOQUA WATER TECHNOLOGIES LLC GAC PROJECT	1,501.50	\$ 1,501.50
11/9/2023	NORTH COUNTY BACKFLOW MAINTENANCE FIXED EQUIPMENT	575.00	\$ 575.00
11/9/2023	MATT'S SMOG & CAR CARE INC VEHICLES VEHICLES	41.75 41.75	\$ 83.50

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
WARRANT REGISTER  
NOVEMBER 2023**

<b>DATE</b>	<b>NAME OF PAYEE</b>	<b>ITEM AMOUNT</b>	<b>WARRANT AMOUNT</b>
11/9/2023	CAL-SIERRA PIPE, LLC MAINTENANCE FIXED EQUIPMENT	319.94	\$ 319.94
11/17/2023	R. ARNOLD NET PAYROLL	3,038.43	\$ 3,038.43
11/17/2023	M. HUMPHREY NET PAYROLL	2,587.40	\$ 2,587.40
11/17/2023	B. VOGEL NET PAYROLL	2,475.03	\$ 2,475.03
11/17/2023	T. SHOGREN NET PAYROLL	2,244.93	\$ 2,244.93
11/17/2023	J. MARTY NET PAYROLL	1,855.66	\$ 1,855.66
11/17/2023	K. GELOS NET PAYROLL	2,772.81	\$ 2,772.81
11/17/2023	S. DUFFIELD NET PAYROLL	3,353.39	\$ 3,353.39
11/17/2023	M. WILCOX NET PAYROLL	2,392.11	\$ 2,392.11
11/17/2023	D. GROSHART NET PAYROLL	4,500.06	\$ 4,500.06
11/17/2023	INTERNAL REVENUE SERVICE FEDERAL WITHHOLDING TAXES MEDICARE	2,739.39 1,067.84	\$ 3,807.23
11/17/2023	EMPLOYMENT DEVELOPMENT DEPARTM ETT SDI SUI STATE WITHHOLDING	2.25 266.41 33.74 1,168.77	\$ 1,471.17



**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
WARRANT REGISTER  
NOVEMBER 2023**

<b>DATE</b>	<b>NAME OF PAYEE</b>	<b>ITEM AMOUNT</b>	<b>WARRANT AMOUNT</b>
11/17/2023	CALPERS RETIREMENT SYSTEM		
	PERS-IRC 457 CONTRIBUTIONS	2,433.50	
	PERS RETIREMENT	1,628.91	
	PERS RETIREMENT TIER 2	1,886.11	
	PERS RETIREMENT PEPRA	2,841.58	
	PERS SERVICE CREDIT PURCHASE	981.47	
	SURVIVOR BENEFIT	8.37	\$ 9,779.94
11/19/2023	J.B. DEWAR. INC.		
	FUEL & OIL	474.97	\$ 474.97
11/21/2023	UNITED STATES POSTAL SERVICES		
	POSTAGE	8.56	\$ 8.56
11/21/2023	CHARTER COMMUNICATIONS		
	INTERNET	89.99	\$ 89.99
11/21/2023	FILL N SAVE		
	FUEL & OIL	29.43	\$ 29.43
11/21/2023	TIMOS AUTO WRECKING		
	VEHICLES	300.30	\$ 300.30
11/21/2023	HYATT		
	BOD TRAINING & TRAVEL	821.58	\$ 821.58
11/21/2023	CSDA-SLO COUNTY CHAPTER		
	TRAINING & TRAVEL	50.00	\$ 50.00
11/21/2023	OCCUPATIONAL APPAREL		
	UNIFORMS	164.19	\$ 164.19
11/21/2023	AUTOMATION DIRECT		
	MAINTENANCE FIXED EQUIPMENT	996.35	\$ 996.35
11/21/2023	RING CENTRAL		
	TELEPHONE	300.57	\$ 300.57
11/21/2023	THE PARK WHOLESAL		
11/21/2023	UNIFORMS	59.11	
11/21/2023	UNIFORMS	47.53	\$ 106.64

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
WARRANT REGISTER  
NOVEMBER 2023**

<b>DATE</b>	<b>NAME OF PAYEE</b>	<b>ITEM AMOUNT</b>	<b>WARRANT AMOUNT</b>
11/21/2023	AMAZON		
	OFFICE SUPPLIES	(39.67)	
	OFFICE SUPPLIES	39.67	
	OFFICE SUPPLIES	16.88	
	SMALL TOOLS & EQUIPMENT	182.75	
	SMALL TOOLS & EQUIPMENT	126.67	
	SUPPLIES	124.73	\$ 451.03
11/21/2023	STARLINK		
	INTERNET	250.00	\$ 250.00
11/21/2023	OFFICE DEPOT / OFFICE MAX		
	OFFICE SUPPLIES	37.16	\$ 37.16
11/21/2023	MID COAST MOWER & SAW INC		
	SMALL TOOLS & EQUIPMENT	423.62	\$ 423.62
11/23/2023	CALPERS RETIREMENT SYSTEM		
	CALPERS UNFUNDED LIABILITY	8,760.67	\$ 8,760.67
11/27/2023	PG&E		
	ELECTRICITY	4,831.09	\$ 4,831.09
		<b>TOTAL ALL WARRANTS</b>	<b>\$155,794.88</b>

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
TREASURER'S REPORT  
NOVEMBER 2023**

**SUMMARY REPORT OF ALL ACCOUNTS**

Beginning Balance:	\$	4,235,202
Ending Balance:	\$	4,356,962
Variance:	\$	121,760
Interest Earnings for the Month Reported:	\$	716
Interest Earnings Fiscal Year-to-Date:	\$	74,323

**ANALYSIS OF REVENUES**

Total operating income for water and sewer was:	\$	202,030
Non-operating income was:	\$	70,680
Franchise fees paid to the District by San Miguel Garbage was:	\$	7,983
Interest earnings for the LAIF account was:	\$	-
Interest earnings for the Five Star Bank checking account was:	\$	9
Interest earnings for the Five Star Bank DWR Loan Services account was:	\$	80
Interest earnings for the Five Star Bank DWR Reserve account was:	\$	351
Interest earnings for the Mechanics Bank money market account was:	\$	0

**ANALYSIS OF EXPENSES**

Five Star Bank checking account total warrants, fees, and Electronic Fund Transfers was:	\$	(199,599)
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**STATEMENT OF COMPLIANCE**

This report was prepared in accordance with the Heritage Ranch Community Services District Statement of Investment Policy. All investment activity was within policy limits. There are sufficient funds to meet the next 30 days obligations. Attached is a status report of all accounts and related bank statements.

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
STATUS REPORT FOR ALL ACCOUNTS  
NOVEMBER 2023**

<b>BEGINNING BALANCE ALL ACCOUNTS</b>		<b>\$4,235,202.21</b>
<hr/>		
<b>OPERATING CASH IN DRAWER</b>		<b>\$ 300.00</b>
<hr/>		
<b>FIVE STAR BANK DWR LOAN REPAYMENT (1994-2029):</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	919.10	
QUARTERLY DEPOSIT	25,907.00	
INTEREST EARNED	80.43	
SEMI-ANNUAL PAYMENT		
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 26,906.53</b>
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<b>FIVE STAR BANK DWR RESERVE ACCOUNT</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	117,216.32	
INTEREST EARNED	351.47	
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 117,567.79</b>
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<b>FIVE STAR BANK SDWSRF LOAN SERVICES ACCOUNT</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	15,398.73	
QUARTERLY DEPOSIT	14,685.00	
INTEREST EARNED	90.20	
SEMI-ANNUAL PAYMENT		
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 30,173.93</b>
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<b>FIVE STAR BANK SDWSRF RESERVE ACCOUNT</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	60,658.12	
INTEREST EARNED	181.88	
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 60,840.00</b>
<hr/>		
<b>MECHANICS BANK MONEY MARKET ACCOUNT</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	5,477.72	
DEPOSIT REVENUE - CASH	1,576.51	
INTEREST EARNED	0.10	
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 7,054.33</b>
<hr/>		
<b>FIVE STAR BANK - MONEY MARKET</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	879.99	
INTEREST EARNED	2.63	
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 882.62</b>
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
STATUS REPORT FOR ALL ACCOUNTS  
NOVEMBER 2023**

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<b>FIVE STAR BANK - CHECKING</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	85,305.75	
DEPOSIT REVENUE & MISCELLANEOUS INCOME	278,474.81	
INTEREST EARNED	9.00	
TOTAL CHECKS, FEES AND EFT'S	(199,599.24)	
<b>ENDING BALANCE 11/30/2023</b>		<b>\$ 164,190.32</b>

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<b>LOCAL AGENCY INVESTMENT FUND (LAIF)</b>		
<b>BEGINNING BALANCE 10/31/2023</b>	3,949,046.48	
INTEREST EARNED	-	
<b>ENDING BALANCE 11/30/2023</b>		<b>\$3,949,046.48</b>

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<b>ENDING BALANCE ALL ACCOUNTS</b>		<b>\$4,356,962.00</b>
<b>DIFFERENCE FROM LAST MONTH</b>	<b>Increase</b>	<b>\$ 121,759.79</b>

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET  
2023/24 Budget**

<b>OPERATING REVENUE</b>	<b>Budget FY 23/24</b>	<b>Actual November</b>	<b>Actual Year to Date</b>	<b>Percentage Year to Date</b>	<b>Variance Explanation</b>
Water Fees	1,364,806	122,271	658,929	48%	
Sewer Fees	1,018,537	75,888	379,907	37%	
Hook-Up Fees	2,400	0	0	0%	
Turn on Fees	3,500	275	1,375	39%	
Late Fees	18,830	2,917	13,575	72%	
Plan Check & Inspection	1,600	0	0	0%	
Miscellaneous Income	500	679	1,595	319%	
<b>TOTAL OPERATING</b>	<b>\$2,410,173</b>	<b>\$202,030</b>	<b>\$1,055,382</b>	<b>44%</b>	

<b>FRANCHISE REVENUE</b>					
Solid Waste Franchise Fees	88,698	7,983	41,711	47%	
<b>TOTAL FRANCHISE</b>	<b>\$88,698</b>	<b>\$7,983</b>	<b>\$41,711</b>	<b>47%</b>	

**TOTAL OPERATING** \$2,498,871    \$210,014    \$1,097,093    44%

<b>NON-OPERATING REVENUE</b>					
Standby Charges	242,200	25,374	32,703	14%	
Property Tax	454,384	44,590	69,618	15%	
Interest	30,000	716	74,323	248%	
Connection Fees	70,580	0	0	0%	
<b>TOTAL NON-OPERATING</b>	<b>\$797,164</b>	<b>\$70,680</b>	<b>\$176,644</b>	<b>22%</b>	

<b>RESERVE REVENUE</b>					
Capital Reserves	539,887	0	69,230	13%	
Operating Reserves	1,767,061	1,502	158,871	9%	
<b>TOTAL RESERVE</b>	<b>\$2,306,948</b>	<b>\$1,502</b>	<b>\$228,101</b>	<b>10%</b>	

**TOTAL NON-OPERATING** \$3,104,112    \$72,182    \$404,745    13%

<b>TOTAL ALL INCOME</b>	<b>\$5,602,983</b>	<b>\$282,195</b>	<b>\$1,501,838</b>	<b>27%</b>	
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET  
2023/24 Budget**

**OPERATING EXPENSES**

<b>SALARIES AND BENEFITS</b>	<b>Budget FY 23/24</b>	<b>Actual November</b>	<b>Actual Year to Date</b>	<b>Percentage Year to Date</b>	<b>Variance Explanation</b>
Salaries	993,973	71,813	341,767	34%	
Health Insurance	183,739	13,158	64,164	35%	
Health Insurance - Retirees	51,408	3,994	19,968	39%	
Pers Retirement	176,138	16,047	78,799	45%	
OPEB Funding/Transfer	10,181	0	0	0%	
Standby	13,200	931	4,335	33%	
Overtime	7,930	754	2,718	34%	
Workers Comp. Ins.	24,000	0	23,025	96%	
Directors' Fees	36,000	900	2,700	8%	
Medicare/FICA	14,616	1,137	5,281	36%	
Car Allowance	3,000	250	1,250	42%	
SUI/ETT	1,000	0	0	0%	
Uniforms	5,000	356	3,122	62%	
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>\$1,520,185</b>	<b>\$109,340</b>	<b>\$547,129</b>	<b>36%</b>	

**UTILITIES**

Electricity	129,263	12,678	56,937	44%	
Propane	1,525	0	0	0%	
Water Purchase	28,600	14,300	30,148	105%	
Telephone/Internet	12,801	641	5,436	42%	
<b>TOTAL UTILITIES</b>	<b>\$172,189</b>	<b>\$27,619</b>	<b>\$92,522</b>	<b>54%</b>	

**MAINTENANCE & SUPPLIES**

Chemicals	82,160	0	39,328	48%	
Computer/Software	35,256	130	6,768	19%	
Equip. Rental/Lease	2,600	0	7,182	276%	
Fixed Equip.	194,480	6,094	82,981	43%	
Fuel & Oil	15,600	1,220	6,754	43%	
Lab Testing	61,360	3,686	16,593	27%	
Office Supplies	1,560	184	329	21%	
Parks & Recreation	1,000	0	0	0%	
Struct./Grnds.	15,537	0	5,996	39%	
Small Tools/Equip.	3,120	733	4,264	137%	
Supplies	4,680	891	7,021	150%	
Meters/Equip.	12,480	0	6,485	52%	
Vehicles	6,240	977	4,033	65%	
<b>TOTAL MAINT. &amp; SUP.</b>	<b>\$436,073</b>	<b>\$13,914</b>	<b>\$187,734</b>	<b>43%</b>	

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT - CONSOLIDATED BUDGET  
2023/24 Budget**

<b>GENERAL &amp; ADMINISTRATION</b>	<b>Budget FY 23/24</b>	<b>Actual November</b>	<b>Actual Year to Date</b>	<b>Percentage Year to Date</b>	<b>Variance Explanation</b>
Ads./Advertising	1,500	0	958	64%	
Alarm/Answering Service	4,160	0	1,524	37%	
Audit	10,000	0	0	0%	
Bank Charges/Fees	1,000	0	0	0%	
Consulting/Engineering	10,000	0	3,298	33%	
Dues/Subscription	10,400	0	5,212	50%	
Elections	0	0	0	0%	
Insurance	44,000	0	44,797	102%	Paid Annually
LAFCO	7,700	0	7,281	95%	Paid Annually
Legal/Attorney	25,000	0	7,910	32%	
Licenses/Permits	30,160	0	70	0%	
Plan Check & Inspection	1,600	0	1,533	96%	
Postage/Billing	15,600	1,402	6,137	39%	
Professional Service	92,872	1,284	13,789	15%	
Tax Collection	7,300	0	0	0%	
Staff Training & Travel	12,480	50	4,226	34%	
Board Training & Travel	1,000	1,305	1,930	193%	
<b>TOTAL G &amp; A</b>	<b>\$274,772</b>	<b>\$4,041</b>	<b>\$98,664</b>	<b>36%</b>	

**CAPITAL PROJECTS & EQUIPMENT**

Structures/Improvements	2,271,948	1,502	228,101	10%	
Equipment	35,000	0	0	0%	
<b>TOTAL CAPITAL EXPENSE</b>	<b>\$2,306,948</b>	<b>1,502</b>	<b>228,101</b>	<b>10%</b>	

**DEBT**

State Loan Payment	103,629	0	51,814	50%	
State Loan Payment Phase II	58,740	0	0	0%	
Western Alliance Lease-PVS	153,314	0	76,580	50%	
<b>TOTAL DEBT</b>	<b>\$315,683</b>	<b>\$0</b>	<b>\$128,395</b>		

FUNDED DEPRECIATION	\$288,000	\$24,000	\$120,000	42%	
UNFUNDED DEPRECIATION	\$0	\$0	\$0	0%	

<b>TOTAL EXPENSE</b>	<b>\$5,313,850</b>	<b>\$180,416</b>	<b>\$1,402,545</b>	<b>26%</b>	
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CAPACITY CHARGES TRANSFER      \$70,580                      \$0                      \$0                      0%

SOLID WASTE FEES TRANSFER      \$26,109                      \$3,259                      \$13,201                      51%

<b>FUND TOTAL</b>	<b>\$192,444</b>	<b>\$98,521</b>	<b>\$86,092</b>		
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**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
OFFICE REPORT**

**NOVEMBER 2023**

Utility Billing

- On December 1<sup>st</sup>, 1,938 bills were processed for a total dollar amount of \$192,800 for water and sewer user fees for the month of November.
- We processed 381 penalties for bills that were due by November 25<sup>th</sup>.
- We mailed out 45 Intent To Disconnect letters to customers that were more than 60 days delinquent.
- We issued 29 48-hour notices.

Customer Service Orders

- Staff completed a total of 10 service orders for the month of November. The breakdown by job code is as follows:

UNLOCK	3	OCCUPANT CHANGE	2
LEAK	2	CALL OUT	1
SWAP METER	2		

Administration

- Nothing to report.

San Miguel Garbage Franchise Fees Received

- The total Franchise Fees received for the Month of October was \$ 7,983.31. The breakdown is as follows:

Residential Garbage Collection - \$ 6,197.36  
Commercial Garbage Collection - \$ 1,226.19  
Roll-Off Collection - \$ 559.76

## HERITAGE RANCH COMMUNITY SERVICES DISTRICT

### District Engineer Report For the Month of December 2023

In addition to normal engineering and administrative duties, below are updates for several areas of work:

#### Operations Support

- Working with Operations Staff re:
  - GAC project operation, troubleshooting for pilot study, data analysis
  - Lift station refurbishment project (needs, preferences, etc.)
  - PRV project for order and scope of work
  - Discussion of other possible options for removal of dissolved organics (DOC)

#### Capital Improvement Projects

Projects / equipment replacement planned for this fiscal year and their status include:

- DBP/Compliance: See separate agenda item and report regarding this issue.
- SCADA water system: As of 9/14/23, the new SCADA system is completely installed and running. Ongoing discussions with operations re: additional instrumentation/automation that can be added in the future to assist with operations.
- SCADA Telemetry survey: Working with SPICE and HROA to complete telemetry connections throughout the service area.
- SCADA wastewater collection system: As we begin the lift station refurbishment project, wastewater SCADA will be an important portion of the project. Working with operations and SPICE to determine the best path forward and what to include in SCADA project vs. refurbishment project.
- PRV Project – Contractor selected for Lower Waterview. Three quotes received after soliciting 10 quotes. Verbal update to be provided at the meeting re: contractor, schedule and budget.
- Lift Station 1-5 rehabilitation design phase: Project scoping is underway with LS #3 as the top priority, followed by #2 and then #1. All SCADA will be updated at all 5 lift stations as well.
- Wastewater collection system model and infiltration / inflow: Working with vendors to determine the best way to move forward. We have discussed GIS, smoke testing

and video inspection with vendors. The next step is determining the scope/phasing of the assessment and obtaining pricing from vendors for the work.

- WRRF Project – Continuing to work with the General Manager and WSC to move the design forward.

## HERITAGE RANCH COMMUNITY SERVICES DISTRICT

### Operations Report For the Month of December 2023

#### Water treatment

- The Operations staff has made no operational changes to the water treatment process since last month's report. Replacement Carbon tanks for the GAC system were installed, backwashed according to manufacturer's specifications, and put into service this past Monday.
- Staff has completed cleaning the spent backwash sediment basin and put it back into service.

#### Water distribution

- Meter register replacements will continue with the installation of 30 additional meter registers to begin shortly.
- Staff have begun the task of service line inventory as mandated by the CA Water Boards.

#### Wastewater collection

- Nine of our ten lift stations have been functioning normally during the past month.
- Lift station #5 had a level sensing issue and a new pressure transducer was installed. Staff will trial an ultrasonic distance measuring device early next year in hopes of eliminating this component of open well lift station maintenance.

#### Wastewater treatment

- A second aerator was recently put back into service with a newly rebuilt electric motor.

#### Facilities

- Staff have almost completed the erosion repairs at the water treatment plant between the spent backwash basins and one of the solar arrays. Riprap will need to be purchased and installed to fully secure the repairs.

#### Vehicles and equipment

- Deferred maintenance continues on the fleet with the most recent repairs being the replacement of a radiator on one of the F150's.

## HRCSD Board of Directors 2024 Calendar of Activities

<p><b>JAN</b>  <b>MTG</b> – Jan 18<sup>th</sup> at 4:00 pm  Solid Waste fees PH?</p>	<p><b>FEB</b>  <b>MTG</b> – Feb 15<sup>th</sup> at 4:00 pm</p>	<p><b>MAR</b>  <b>MTG</b> – Mar 21<sup>st</sup> at 4:00 pm  Standby Charges set PH</p>
<p><b>APR</b>  <b>MTG</b> – Apr 18<sup>th</sup> at 4:00 pm  Reservoir Report (set PH?)</p>	<p><b>MAY</b>  <b>MTG</b> – May 16<sup>th</sup> at 4:00 pm  Confirm Standby Charges PH  Budget 1<sup>st</sup> draft</p>	<p><b>JUN</b>  <b>MTG</b> – Jun 20<sup>th</sup> at 4:00 pm  Elections even year  HRCSEA MOU due?  Adopt Pre Budget and set PH  GM agreement (closed/open)</p>
<p><b>JUL</b>  <b>MTG</b> – Jul 18<sup>th</sup> at 4:00 pm  Annual Treasury Rept.  Adopt Final Budget PH  Adopt Salary Schedule PH  Solid Waste liens PH  Water/Sewer liens PH</p>	<p><b>AUG</b>  <b>MTG</b> – Aug 15<sup>th</sup> at 4:00 pm</p>	<p><b>SEP</b>  <b>MTG</b> – Sep 19<sup>th</sup> at 4:00 pm  Fix employer cont. (if change)</p>
<p><b>OCT</b>  <b>MTG</b> – Oct 17<sup>th</sup> at 4:00 pm</p>	<p><b>NOV</b>  <b>MTG</b> – Nov 21<sup>st</sup> at 4:00 pm  Solid Waste fees set PH?</p>	<p><b>DEC</b>  <b>MTG</b> – Dec 19<sup>th</sup> at 4:00 pm  Audit receive/file  Board Officers  Board Committees even year  Director Oaths even year  Calendar</p>

District Holidays: Jan 1, Jan 15, Feb 19, May 27, Jul 4, Sep 2, Nov 11, Nov 28-29, Dec 24-25

# HERITAGE RANCH COMMUNITY SERVICES DISTRICT

## MEMORANDUM

**TO:** Board of Directors

**FROM:** Scott Duffield, General Manager

**DATE:** December 21, 2023

**SUBJECT:** Submittal for approval Resolution 23-09 adopting the 2023 County Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority.

### **Recommendation**

It is recommended that the Board of Directors approve Resolution 23-09 adopting the 2023 County Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority (IWMA), and direct the Board President to sign.

### **Background**

The IWMA was formed in 1994 for the purpose of facilitating the development of programs, services, and projects to meet the solid waste diversion requirements from Assembly Bill (AB) 939, the California Integrated Waste Management Act. The regional approach was determined to be the most cost-effective way to meet State's waste reduction goals. Over the years the IWMA has assisted participating agencies in meeting subsequent solid waste legislative requirements by developing programs and services and managing the mandated reporting to the State.

In November 2021, the County of San Luis Obispo officially withdrew from the IWMA.

### **Discussion**

At the October 11, 2023, IWMA Board meeting the Board of Directors for the San Luis Obispo County Integrated Waste Management Authority voted to approve the Joinder Agreement "as to form". This Joinder agreement was prepared and delivered to County Department of Public Works as a pathway for the Unincorporated County to rejoin the IWMA.

The Joinder agreement fundamentally addresses two issues.

1. It allows the County to rejoin the JPA with one seat and one vote on the IWMA Board.
2. It allows the IWMA Board to move the election of its officers to the beginning of the year.

At the October 31, 2023, Board of Supervisors meeting the County Board of Supervisors voted to approve a resolution adopting the Second Amended and Restated Joint Powers Agreement of the San Luis Obispo County Integrated Waste Management Authority as amended by the 2023 County Joinder Agreement, which enables the County to rejoin as a member.

With the County's return to the IWMA, the other participating agencies also need to approve the Resolution adopting the 2023 County Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority.

### **Fiscal Considerations**

The Unincorporated County's return to the IWMA will create the following impacts on workload and revenue for the IWMA.

The IWMA would assume responsibility for the following tasks.

- Capacity Planning. (Edible Food and Organics Processing)
- Electronic Annual Reporting for County Areas
- Management of the NDFE (Non-disposal facility element)
- Management of the Siting Element
- SB 1383 Outreach and Education for unincorporated areas
- AB 939 programs for the unincorporated county areas

The IWMA would receive additional revenue from the following sources.

- Solid waste management fee from Unincorporated areas at 4.4%
- Increased revenue from the Land Fill Tipping Fee Surcharge from Unincorporated areas
- Increase in Block Grant funding from CalRecycle.

The County's return to the IWMA will be a benefit to the rate payer as well as the jurisdictions that the agency serves.

### **Results**

Approval of the recommended action will provide for the District to remain a member of IWMA.

Attachments: Resolution 23-09

File: Solid Waste\_IWMA JPA

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 23-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE HERITAGE RANCH  
COMMUNITY SERVICES DISTRICT ADOPTING 2023 COUNTY JOINDER  
AMENDMENT TO THE SECOND AMENDED AND RESTATED JOINT POWERS  
AGREEMENT OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

**Recitals**

**WHEREAS**, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County (“Cities”) and the County of San Luis Obispo, forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “JPA Agreement”); and

**WHEREAS**, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

**WHEREAS**, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board, which MOA was replaced on execution of the Second Amended and Restated JPA Agreement; and

**WHEREAS**, the Board of Directors of the IMMA directed IWMA staff that on the County of San Luis Obispo’s approval to rejoin the IWMA, to circulate the 2023 County Joinder Amendment to the Second Amended and Restated JPA (“Joinder Amendment”) to the Participating Agencies for approval (a true and correct copy of the 2023 County Joinder Amendment to JPA is attached hereto as Exhibit A), including among the Authorized Districts with representation on the Board through their designated representative; and

**WHEREAS**, the JPA Agreement, as last amended, authorized amendments to the JPA Agreement on vote of a majority of the Members, and this resolution is intended to express the approval of Members and acknowledged agreement of all other Participating Agencies.

**WHEREAS**, the County wishes to join the Cities and the Authorized Districts (together “Participating Agencies”) in confirming and conferring upon the IWMA as separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and as provided in the JPA Agreement.



**RESOLUTION TO ADOPT 2023 COUNTY JOINDER AMENDMENT  
TO AMENDED AND RESTATED JOINT POWERS AGREEMENT**

**WHEREAS**, the Board of Directors of the Heritage Ranch Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the Board of Directors of the Heritage Ranch Community Services District acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA .

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Heritage Ranch Community Services District on the 21<sup>st</sup> day of December 2023, by the following roll call vote.

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:** \_\_\_\_\_  
\_\_\_\_\_, **President**  
**Board of Directors**

**ATTEST:** \_\_\_\_\_  
**Kristen Gelos, Secretary**  
**Board of Directors**

**RESOLUTION TO ADOPT 2023 COUNTY JOINDER AMENDMENT  
TO AMENDED AND RESTATED JOINT POWERS AGREEMENT**

**EXHIBIT "A"**

**2023 COUNTY JOINDER AMENDMENT TO THE SECOND AMENDED AND  
RESTATED JOINT POWERS AGREEMENT OF THE INTEGRATED WASTE  
MANAGEMENT AUTHORITY**

**2023 COUNTY JOINDER AMENDMENT  
TO SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT  
OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

This County Joinder Amendment (“County Joinder”), dated \_\_\_\_\_, 2023, to the SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“2022 JPA Agreement”) is by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, (collectively, the “Cities”) and the County of San Luis Obispo, by its joinder herein.

**A.** On or about May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (the “Original JPA Agreement”), through which such member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”).

**B.** On or around 2001, the Cities, County, and certain special districts within the County (“Authorized Districts”) executed a Memorandum of Agreement (“MOA”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

**C.** On or about November 15, 2021, the County withdrew from the IWMA, after which the remaining Cities and Authorized Districts elected to reestablish and continue the IWMA, on the terms set forth in the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, which was adopted by the participating agencies in 2022 (“2022 JPA Agreement”).

**D.** On or about October 31, 2023, the County officially elected to rejoin the IWMA, including on the terms set forth the 2022 JPA Agreement, as amended hereby.

Based on the foregoing, the Cities, Authorized Districts, including the County through its joinder, hereby agree to the following amendments to the 2022 JPA Agreement reflecting the County’s joinder.

1. Title Amendment and List of Participating Agencies Attachment. The Title of the 2022 JPA shall be amended to read “Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority.” The List of Participating Agencies attached to the 2022 JPA Agreement is replaced with the list attached to this Joinder Amendment.

2. Definitions. Section 1, entitled, “Definitions” shall be amended to include the following new definitions or amended definitions.

**A.** County shall be added as a definition. “County” means any unincorporated areas of the County of San Luis Obispo.

**B.** The following referenced definitions replace those of the same number in the 2022 JPA Agreement in their entirety.

“1.17 “Members” means the Cities and the County who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977.”

“1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities, the County and the Authorized Districts who are signatories to this Agreement, including by way of joinder, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.”

C. Notwithstanding the foregoing, the definition of “MRF”, was inadvertently included within the definition of “Members”, in the 2022 JPA Agreement, and such definition shall remain the definition of “MRF” and is not deleted.

3. Section 8, entitled “Boundaries” is amended and restated in its entirety to read:

“Section 8. Boundaries. The boundaries of the Authority shall be the boundaries of the collective Participating Agencies. If a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. If a qualified agency joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority’s use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.”

4. Section 9, entitled “Organization” shall be amended to include a new paragraph 9.2(g) to read as follows:

“(g) County. The County shall be entitled to appoint one representative to the Authority which representative shall consist of one (1) member from Board of Supervisors. The County may elect to have an alternate member from the Board of Supervisors in addition to any official member but said appointed alternate shall be able to vote only in the absence of the official representative.”

5. County Joinder. The County hereby joins the IWMA pursuant to the terms and conditions in the 2022 JPA Agreement as amended hereby, and the undersigned hereby consent.

6. Omnibus Change. Wherever references to “Cities” is used or “Cities and Authorized Districts”, are used in the 2022 JPA Agreement, including in its recitals, such references shall expressly be read to include the County unless context expressly dictates otherwise.

7. Ratification. The 2022 JPA Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms and provisions, as amended hereby.

8. Effective Date. This Joinder Amendment shall take effect when adopted by each of the Cities, the County, with the Authorized Districts consenting to the joinder of the County, as evidenced by their execution pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Joinder Amendment may be executed in counterparts which together shall constitute a single agreement. Electronically executed signatures may be accepted in lieu of originals if a Member agency has authorized electronic signatures through policy or otherwise.

**CITY OF ARROYO GRANDE:**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF ATASCADERO:**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF EL PASO DE ROBLES:**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**

By: \_\_\_\_\_  
City Attorney

**CITY OF GROVER BEACH**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney



**CITY OF MORRO BAY**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF PISMO BEACH**

By: \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
City Attorney

**CITY OF SAN LUIS OBISPO**

**WHEREAS**, all Authorized Districts are encouraged to execute the Joinder Amendment to Second Amended and Restated JPA prior to \_\_\_\_\_, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

**WHEREAS**, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A. Upon motion of Vice Mayor Marx, seconded by Council Member \_\_\_\_\_, and on the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**

The foregoing resolution was adopted this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
Mayor

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
City Attorney

**IN WITNESS WHEREOF**, I have hereunto set my and affixed the official seal of the City of San Luis Obispo, California, on \_\_\_\_\_.

By: \_\_\_\_\_  
City Clerk

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Deputy County Counsel

Date: \_\_\_\_\_

**AVILA BEACH COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**CAMBRIA COMMUNITY SERVICES DISTRICT:**

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

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

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution \_\_\_\_\_ was adopted at a Regular Meeting of the Cambria Community Services District on \_\_\_\_\_.

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Board Secretary

By: \_\_\_\_\_  
District Counsel

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Board President

Date \_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
District Counsel



**LOS OSOS COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
President

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**OCEANO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
President

Date \_\_\_\_\_

By: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

Date: \_\_\_\_\_

**SAN MIGUEL COMMUNITY SERVICES DISTRICT**

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_.

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
District General Counsel

By: \_\_\_\_\_  
Board Clerk

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**CAYUCOS SANITARY DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**GROUND SQUIRREL HOLLOW COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**NIPOMO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney

**TEMPLETON COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Chairperson

Date \_\_\_\_\_

By: \_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Attorney



## LISR OF PARTICIPATING AGENCIES

<b>CITIES</b>	<b>AUTHORIZED DISTRICTS</b>
Arroyo Grande	Avila Beach CSD
Atascadero	California Valley CSD
El Paso de Robles	Cambria CSD
Grover Beach	Cayucos Sanitary District
Morro Bay	Ground Squirrel Hollow CSD
Pismo Beach	Heritage Ranch CSD
San Luis Obispo	Los Osos CSD
	Nipomo CSD
<b>COUNTY</b>	Oceano CSD
The County of San Luis Obispo	San Miguel CSD
	San Simeon CSD
	Templeton CSD

**HERITAGE RANCH COMMUNITY SERVICES DISTRICT**

**MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Scott Duffield, General Manager  
**DATE:** December 21, 2023  
**SUBJECT:** Discussion and consideration to advertise a Request for Proposal for General Legal Counsel.

**Recommendation**

It is recommended that the Board of Directors consider advertising a Request for Proposal for general legal counsel services.

**Background**

The firm of Adamski Moroski Madden Cumberland & Green LLP has been District General Counsel since 2002. Currently, Joshua M. George is the attorney primarily responsible for our matters.

**Discussion**

A request for proposal for general legal counsel services (RFP) is attached for your Board’s consideration.

If approved by your Board, the proposed tentative schedule is shown in the table below.

Date	Activity
December 22, 2023	Request for proposals issued
January 19, 2024	Due date for proposals (due by 4:00 p.m.)
January 22 – 26, 2024	Preliminary review and short list
TBD	Oral interviews (conducted at District’s discretion)
February 5 – 9, 2024	Final review and finalist selected
February 12 – 15, 2024	Negotiate and finalize agreement
February 15, 2024	Agreement awarded by District Board of Directors

**Fiscal Considerations**

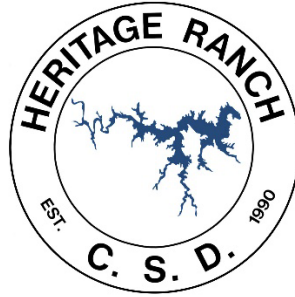
The current cost for general legal counsel services is budgeted at \$25,000. The Board should consider that this cost may change up or down depending on not just the hourly rates, but also historical institutional knowledge, level of effort, proposer/firm resources, etc.

## **Results**

By considering advertising an RFP for general legal counsel services, the Board continues to provide for municipal services in a fiscally responsible manner and in accordance with applicable law.

Attachment: Request for Proposals – General Legal Counsel\_Draft

File: Agreements\_District Counsel



REQUEST FOR PROPOSAL  
(RFP)

for

OUTSIDE GENERAL LEGAL COUNSEL

DECEMBER 2023

HERITAGE RANCH COMMUNITY SERVICES DISTRICT  
4870 Heritage Road  
Paso Robles, CA 93446  
(805) 227-6230  
(805) 227-6231 fax

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## **SECTION I - Introduction and Background**

### **A. Introduction**

The Heritage Ranch Community Services District (“HRCSD” or “District”) invites interested law firms or individual attorneys (“firm(s)” or “proposer(s)”) with a minimum of five (5) years of experience representing public agencies in general governmental procedures, compliance, contracts and transactions, and civil litigation to submit proposals to provide general counsel legal services for the HRCSD. Legal services will include managing and determining the need to engage special counsel services.

The objective of this request is to provide the HRCSD Board and staff with reliable and effective legal services on an as-needed basis. A firm selected as General Counsel will serve at the pleasure of the Board of Directors of the District and under the direction of the HRCSD General Manager. It is anticipated that the selected firm will enter into a professional service agreement for a term of five (5) years, with an opportunity for up to two (2) additional consecutive twelve (12) month extensions.

All proposals must be received by, on, or before January 19, 2024. The preferred method for proposal submission is electronic via the General Manager, Scott Duffield at [scott@heritageranchcsd.ca.gov](mailto:scott@heritageranchcsd.ca.gov). However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

Scott Duffield, General Manager  
Heritage Ranch Community Services District  
4870 Heritage Road, Paso Robles CA 93446

### **B. Background**

Heritage Ranch Community Services District is a Special District located in the planned community of Heritage Ranch located 14 miles west of the City of Paso Robles. The phased residential development began in the early 1970’s with newer subdivisions currently being built-out. The community is predominantly residential and includes a population of approximately 3,300. Historically, the community was dominated by part-time or seasonal residents with the emphasis of recreational use at Lake Nacimiento. However, recently Heritage Ranch has become more of a full-time residential community. The County of San Luis Obispo approved master plan for Heritage Ranch allows for 2,900 residential units. To date, approximately 2,071 lots are approved. There are currently approximately 1,936 active water connections and approximately 1,752 active sewer connections within the District’s jurisdiction.

The Heritage Ranch Community Services District was created on February 26, 1990 by a resolution adopted by the County Board of Supervisors. The District service area includes 5,361 acres. Water and sewer services were the first two functions performed by the District. In subsequent years the functions of solid waste, through a franchise agreement with San Miguel Garbage Company, parks and recreation, and operation of a

retail gas station were added. The gas station has since been removed with the remaining additional services representing a small segment of District operations. Other services such as streets and roads, drainage, and flood control are managed by the Heritage Ranch Owners Association. Land use planning, law enforcement, health and human services are provided by the County of San Luis Obispo or other agencies.

The District's fiscal year begins July 1 and ends June 30. The current budget in FY 2023/24 is approximately \$5.3 million for all funds combined, including capital. The District's revenue is from rates, charges and fees, and property taxes/assessments. Water and sewer rates have historically made up the largest revenue category and currently account for approximately 65% of the total annual funding.

The General Manager reports directly to the Board of Directors and performs all duties necessary for the proper and efficient management of the District, as determined by the Board, state, and federal law. The District currently has a professional staff of nine. Regular Board meetings are generally held on the third Thursday at 4pm of each calendar month in the Board Room at the District office 4870 Heritage Road. Typically, legal counsel advises on complex resolutions or reports that have specific legal issues. Routine matters and/or reports generally do not require review by legal counsel.

## **SECTION II – Qualifications and scope of services**

### **A. Qualifications**

The HRCSD is seeking a legal firm or individual committed to providing the highest quality legal representation to serve as Legal Counsel for a minimum term of five (5) years.

Required qualifications include that the firm must:

- be admitted to practice in the State of California and be members in good standing with the State Bar of California;
- be familiar with the function and purpose of Special Districts;
- have knowledge of California and federal water, wastewater, solid waste management, and State and Federal grant regulations; and
- have experience in public agency law and advising public officials, administrators and employees on laws pertaining to local government administration, organization, regulations, transactions, and litigation matters.

Experience in litigation and other legal issues that are routine with a Special District or other public agency, land use, and water law is highly desirable.

## B. Scope of Services

The legal services provided to the HRCSD include, but are not limited to:

- providing general legal advice to the Board of Directors and the General Manager when requested;
- providing legal counsel pertaining to compliance with State Regulations, Codes, State and Federal Acts, contracts, the California Environmental Quality Act (CEQA), the Brown Act, ethics and conflict-of-interest law, public records requests, personnel and employment law, and intergovernmental relations;
- providing annual updates on important developments concerning the Political Reform Act and other conflict of interest issues, legislation and judicial decisions;
- preparing legal opinions or responses on specified issues when needed;
- serving as the HRCSD Legal Counsel and representative in all Board matters, including litigation and administrative proceedings, as necessary;
- attending all regular and special HRCSD Board meetings, and any other meetings for which the firm is available at the request of the Board;
- attending in-person and remote meetings with the HRCSD General Manager and/or Board when required and/or maintaining telephone and e-mail contact as needed;
- reviewing and commenting on documents prepared by the HRCSD staff including staff reports, resolutions, agreements, correspondence, administrative policies, and other documents as needed and within the requested timeframe;
- preparing and/or reviewing agency agreements, documentation, and other materials on request;
- preparing occasional reports and presenting information at public meetings as needed; and

## SECTION III - Timeline and Submittal Instructions

The following represents the tentative schedule for this RFP. The schedule dates may be adjusted with or without notice at the discretion of the Board.

### A. Timeline

Date	Activity
December 22, 2023	Request for proposals issued
January 19, 2024	Due date for proposals (due by 4:00 p.m.)
January 22 – 26, 2024	Preliminary review and short list
TBD	Oral interviews (conducted at District's discretion)
February 5 – 9, 2024	Final review and finalist selected
February 12 – 15, 2024	Negotiate and finalize agreement
February 15, 2024	Agreement awarded by District Board of Directors



## **B. Proposal Format and Content Requirements**

All proposals must include, and will be evaluated on, the following criteria:

### **1. Qualifications of Firm and Personnel**

Including:

- detailed scope of services that reflects the firm's understanding of the agency's requirements;
- description of the firm;
- statement of qualifications and experience;
- the individual to be assigned to the HRCSD as General Counsel and their qualifications and professional credentials; and
- summary of experience with Special Districts and local government agencies relative to the legal issues and practices described above.

### **2. Identify Existing and Potential Conflicts of Interest**

List all current public clients in San Luis Obispo County for which the legal firm provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the firm's or individual attorney's representation of the District. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

### **3. Local Government Client References**

List two primary references of the legal firm and of the individual who would serve as the HRCSD Legal Counsel. Please include contact information for references and permission to contact those references. Additional professional references may be provided.

### **4. Budget, Retainer, and/or Rates**

Include an estimate of a rate or retainer for all proposed services that would be the basis for monthly invoices during the life of the agreement with the HRCSD. All hourly rates, fees, and reimbursable costs must be clearly stated. Identify billing preferences as a retainer or hourly rate.

### **5. Additional Information**

Include the location of the legal firm and the availability of appropriate professionals as needed for legal counsel. Identify any other related qualifications and information not specified in this RFP which the firm may consider to be essential and relevant to the HRCSD.

## **C. Questions**

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to the General Manager, Scott Duffield at

[scott@heritageranchcsd.ca.gov](mailto:scott@heritageranchcsd.ca.gov) with the email subject line of: **QUESTIONS - Legal RFP** by January 12, 2024 at 4 PM PST.

#### **D. Submittal Instructions**

If you or your firm are interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to [scott@heritageranchcsd.ca.gov](mailto:scott@heritageranchcsd.ca.gov) with the email subject line of: **PROPOSAL - Legal RFP**, by January 19, 2024 at 4 PM PST.

## **SECTION IV - RFP Proposal Evaluation and Selection Process**

### **A. Criteria**

The proposals shall be reviewed based on the following criteria. One of the most important criteria are the qualifications of the firm and the costs of services. The goal is to contract with a firm that is qualified and cost effective:

- 1. Qualifications of Firm and Personnel:** Expertise, experience, and capability of the proposer to provide outstanding legal services regarding the Board's goals.
- 2. Identify Existing and Potential Conflicts of Interest:** Potential and existing conflicts of interest.
- 3. Additional Information:** Location of firm and availability of appropriate professionals as needed for meetings or other circumstances. Other information may be provided as well.
- 4. Local and State Government Client References:** Reference checks.
- 5. Budget, Retainer, and/or Rates:** Overall cost of the proposal and the levels of service the HRCSD can expect to receive from the proposer.

### **B. Final Selection**

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the full HRCSD Board of Directors.

The final agreement will be signed by the HRCSD Board President.

### **C. Agreement Award and Execution**

The District reserves the right to enter an agreement without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The District reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers

no rights upon a proposer and does not obligate the District in any manner. The District reserves the right to award no agreement and to solicit additional offers at a later date.

Each proposer, by submitting a proposal, agrees that if the District accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent agreement. Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the District for any of, but not limited to, the following reasons:

- Failure to properly respond to the Request for Proposal (RFP).
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between HRCSD and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the agreement documents. Additionally, HRCSD may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in agreement cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless HRCSD determines that a change in such requirements is in the best interest of the District.

HRCSD expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter a agreement with HRCSD. If the successful proposer fails to sign an agreement within fifteen (15) business days, unless the District grants an extension, following the delivery of the agreement documents, the District may elect to negotiate an agreement with the next-highest ranked proposer.

The District shall not be bound, or in any way obligated, until both parties have executed an agreement. The selected proposer may not incur any chargeable costs prior to final agreement execution. The foregoing should not be interpreted to prohibit either party

from proposing additional agreement terms and conditions during the negotiation of the final Agreement.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The District reserves the right to request additional written and/or oral information from proposers at any time before agreement award, to obtain clarification of their responses.

## **SECTION V - General Conditions**

### **A. HRCSD Rights & Options**

1. All proposals must be submitted to the HRCSD email address: [scott@heritageranchcsd.ca.gov](mailto:scott@heritageranchcsd.ca.gov) with the email subject line of: **PROPOSAL – Legal RFP** in Adobe (pdf) format by January 19, 2024 at 4 PM PST. **Late proposals will not be considered.**
2. All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
3. This RFP does not constitute an offer of employment or agreement for services.
4. The District may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the District determines such action to be in its best interests.
5. The District reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
6. The issuance of this RFP does not constitute an agreement by the District that any subsequent selection process will occur, or that any agreement will be entered into by the District. Proposals and other materials will not be returned.
7. The District has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
8. All documents submitted to the District in response to this RFP will become the exclusive property of the District.
9. All proposals shall remain firm for one hundred twenty (120) days, following the closing date for receipt of proposals.

10. The District reserves the right to award the agreement to the firm that presents the proposal which, in the judgment of the District, best accomplishes the desired results.
11. The term of the agreement will be five years with a start date of March 1, 2024. The agreement may be renewed at the discretion of the District for up to two consecutive 12-month periods. Any request by the firm to increase pricing may not exceed national or regional CPI and must align with the HRCSD's budget cycle.
12. Any agreement awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in this proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the District during subsequent negotiations.
13. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 *et seq.*, all "public records" (as defined in the Act) of a local agency, such as the District, must be available for inspection and copying upon the request of any person. Under the Act, the District may be obligated to provide a copy of all responses to this RFP, if such requests are made after the agreement is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret under Government Code section 6254(k) or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:  
  

***NOTICE:*** *The data on pages \_ of this response identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent HRCSD considers proper under the law. If an agreement is entered into with the proposer, HRCSD shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*
14. The District will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the District in any action arising out of such dispute, lawsuit, claim, or demand.

15. The proposer warrants that no official or employee of the District has an interest, has been employed or retained to solicit or aid in the procuring of any agreement resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the agreement without immediate written notice to the District.
16. Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary contractor and the associated sub-contractors.
17. Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900 *et seq.*), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285 *et seq.*).

**Nondiscrimination:** The proposer, regarding the work performed by them during the Agreement, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.
18. Unforeseen additional items and/or services may be required. The District therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final agreement.

## **B. Changes to the RFP**

This RFP is posted on the District's website: <https://heritageranchcsd.ca.gov>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the District. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The District is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

## **C. Communications**

All communications concerning this RFP shall be directed to [scott@heritageranchcsd.ca.gov](mailto:scott@heritageranchcsd.ca.gov) with the email subject line of: **Legal RFP**. All other

communication is not binding and shall in no way modify the RFP or the obligations of the District.

**D. Insurance**

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

Insurance Required	Coverage Limits
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

The selected proposer shall provide, within five (5) days after the agreement for services is executed by all parties, a certificate of liability insurance naming the District and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the agreement and must be in an amount and format satisfactory to the District.

**E. Exceptions and Deviations**

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations”. The HRCSD may waive any immaterial deviation or defect in a proposal.

**F. Award**

HRCSD reserves the right to make awards within One Hundred Twenty (120) days after the date of the RFP closing.

## HERITAGE RANCH COMMUNITY SERVICES DISTRICT

### MEMORANDUM

**TO:** Board of Directors

**FROM:** Scott Duffield, General Manager

**DATE:** December 21, 2023

**SUBJECT:** Discussion and direction regarding disinfection byproducts.

#### **Background**

The District water system is exceeding the maximum contaminant level for haloacetic acids, a disinfection byproduct. This is not an immediate health risk and you do not need to use an alternative water supply. Your Board has been updated regularly on this issue.

#### **Discussion**

##### **Sample data**

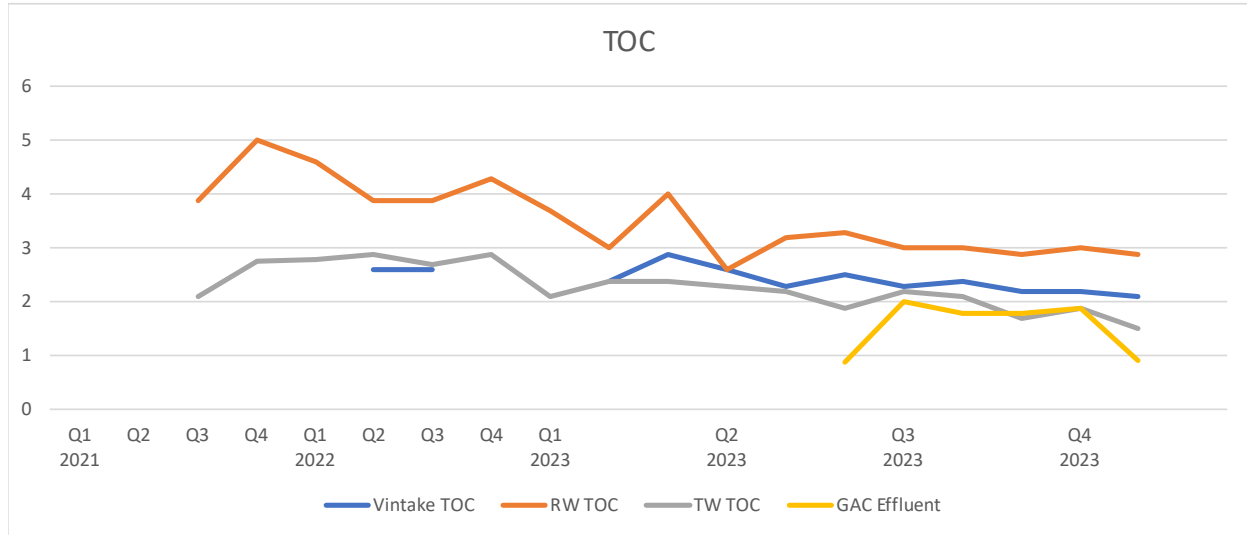
The sample data for haloacetic acids (HAA5) over the last several years is shown below. This data is for individual samples. The maximum contaminant level for HAA5 is 60 parts per billion (ppb). In the table below, "Vintake TOC" is the TOC level of the water from the vertical intake; "RW TOC" is the TOC reading for Raw Water; "TW TOC" is the TOC reading for Treated Water; and "GAC Effluent" shows the TOC reading after the GAC vessels and before chlorination.

The reportable data required by the Division of Drinking Water is the Locational Running Annual Average (LRAA) by calendar quarter. The most recent LRAA for HAA5 is 76 ppb at the Black Horse Lane sample site and 71 ppb at the Wood Duck Lane sample site. We continue to send quarterly notices to customers until such a time we are under the maximum contaminant level.

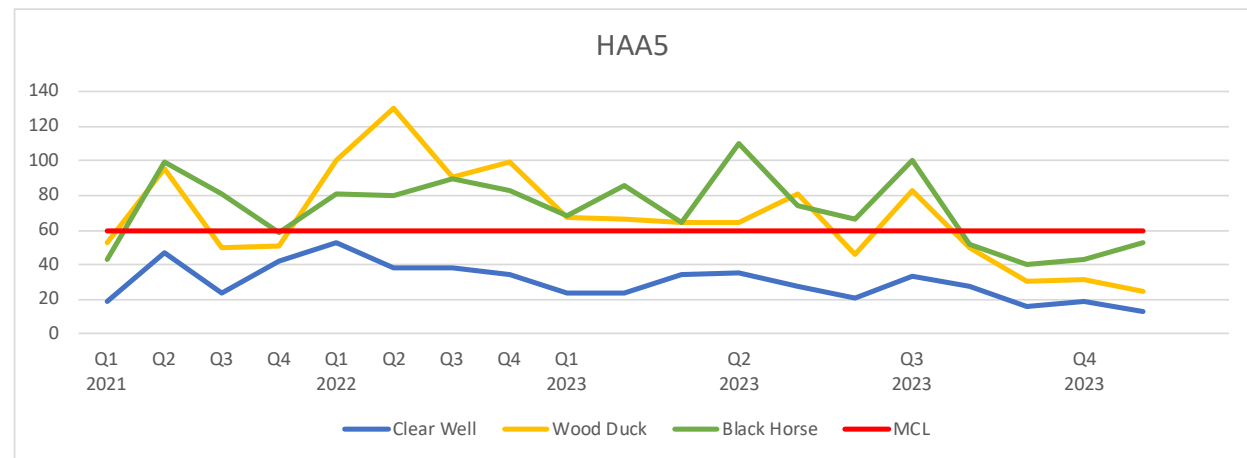
HAA5 results for the last four consecutive months have been within the limits as also seen in the following table and graph.



TOC	Q1 2021	Q2	Q3	Q4	Q1 2022	Q2	Q3	Q4	Q1 2023		Q2 2023			Q3 2023			Q4 2023		
Vintake TOC						2.6	2.6			2.4	2.9	2.6	2.3	2.5	2.3	2.4	2.2	2.2	2.1
RW TOC	3.6		3.9	5	4.6	3.9	3.9	4.3	3.7	3.0	4.0	2.6	3.2	3.3	3.0	3.0	2.9	3.0	2.9
TW TOC	3.9		2.1	2.8	2.8	2.9	2.7	2.9	2.1	2.4	2.4	2.3	2.2	1.9	2.2	2.1	1.7	1.9	1.5
GAC Effluent														0.9	2.0	1.8	1.8	1.9	0.9



HAA5	Q1 2021	Q2	Q3	Q4	Q1 2022	Q2	Q3	Q4	Q1 2023		Q2 2023		Q3 2023		Q4 2023				
Clear Well	19	47	24	43	53	38	38	34	24	24	34	35	28	21	33	28	16	19	13
Wood Duck	53	95	50	51	100	130	91	100	67	66	64	64	81	46	83	50	30	31	25
Black Horse	43	99	81	59	81	80	90	83	68	86	64	110	74	66	100	52	40	43	53
MCL	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60	60



### Operations and project updates

The Operations staff has made no operational changes to the water treatment process since last month's report. Replacement Carbon tanks for the GAC system were installed, backwashed according to manufacturer's specifications, and put into service on Friday, November 9, 2023. Additional improvements in the planning phases include but are not limited to chemical injection refinement and safety entailing continuing upgrades to all

chemical injection stations and fully integrating them into the PLC programming. This will enhance the Operator's ability to adjust chemical feed rates and obtain immediate feedback from those adjustments.

For the ongoing GAC study, Operations Staff took initial samples at startup of the new vessels for UVA/UVT and TOC (11/9/23), both upstream and downstream of the vessels. Staff continues to take UVA/UVT readings weekly (at a minimum, with daily sampling as availability allows) and TOC samples monthly (with DBP sampling). This information allows us to track the efficacy of the GAC and gather more data for determining the expected life cycle of the GAC. Future operational costs for the use of GAC will be determined largely by the life expectancy of the GAC. As of Friday, 12/15/23, the new GAC vessels have been in operation for 36 days. Operations Staff and Engineer have been compiling and analyzing this data as it is received. Engineer is meeting with Evoqua (GAC vendor) on 12/15/23 to discuss the data so far. Update to follow at the Board meeting.

Looking ahead to other possible effective technology (in case the GAC's projected costs are found to be greater than the budget allows), we have been in discussions with IXOM regarding their Magnetic Ion Exchange treatment (MIEX). This equipment functions similarly to a home water softener wherein resin removes undesirable constituents (in our case, dissolved organics, in a water softener, minerals like calcium, magnesium, etc.) This resin can be regenerated by flowing a brine solution through it as opposed to having to replace it (like GAC). Early discussions with the vendor have yielded valuable information as they have reviewed the water analysis we have provided and feel their process would be a good fit for our water. The next step will be to provide them with samples for testing in their lab in order to see if MIEX will work for lowering our DBPs, and if so, how well. If this analysis goes well, the next step would be a small (1-2 gpm) pilot study onsite. The concept behind using the MIEX would be to remove as much of the dissolved organics (DOC) from our water prior to any of the other treatment equipment. In theory, this could lower the DBPs, improve the functionality of the plate settler and the filters, and lower our chemical consumption. This is all theoretical for now and in the early stages of analysis, but the potential is promising. We are also still satisfied with the current results from the GAC, we are just looking ahead in case we need more options.

### **Fiscal Implications**

The 5-year Capital Improvement Plan approved by your Board includes spending a total of \$1,000,000 for a DBP project(s) through Fiscal Year End 2027. The current year budget includes \$325,000 for a DBP project(s), as well as \$50,000 for the design phase of Vertical Intake No. 2.

File: OPERATIONS\_DBP

# HERITAGE RANCH COMMUNITY SERVICES DISTRICT

## General Manager Report For the Month of December 2023

In addition to normal administrative, engineering, and operations duties, below are points for several areas of work:

### Administration

- The General Manager attended the December meeting of the CSDA SLO Chapter Managers.
- The General Manager attended the December meeting of the Water Resource Advisory Committee.

### Solid Waste

- See separate agenda item.

### Development

- There is nothing significant to report.

### Reservoir Status

- As reported by Monterey County Water Resources Agency (MCWRA), as of December 11, 2023 the reservoir was at approximately 765.6 feet in elevation, 55% of capacity, or 209,050-acre feet of storage. MCWRA water releases were shown as 60 cfs.

# Nacimiento Reservoir

