



**Notice of Regular Meeting**  
**Oceano Community Services District - Board of Directors Agenda**  
**WEDNESDAY, September 27, 2017 – 5:30 P.M.**  
**Oceano Community Services District Board Room**  
**1655 Front Street, Oceano, CA**

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All items on the agenda including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the General Manager prior to the start of the meeting. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. Persons wishing to speak on more than one item shall limit his/her remarks to a total of SIX (6) minutes. This time may be allocated between items in one minute increments up to three minutes. Time limits may not be yielded to or shared with other speakers.

1. CALL TO ORDER:
2. ROLL CALL:
3. FLAG SALUTE:
4. AGENDA REVIEW:
5. CLOSED SESSION:
  - A. Pursuant to Government Code §54957: Performance evaluation – General Manager
6. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: **(NOT BEGINNING BEFORE 6:00 PM)**

*This public comment period provides an opportunity for members of the public to address the Board on matters of interest within the jurisdiction of the District that are not listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.*

7. SPECIAL PRESENTATIONS & REPORTS:
  - A. STAFF REPORTS:
    - i. Operations - Field Supervisor Tony Marraccino
    - ii. FCFA Operations - Chief Steve Lieberman
    - iii. OCSD General Manager – Paavo Ogren
    - iv. Sheriff's South Station - Commander Stuart MacDonald
  - B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:
    - i. Director Angello
    - ii. Director Brunet
    - iii. President White
    - iv. Vice President Austin
    - v. Director Coalwell

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

*This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #7 – Special Presentations and Reports. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.*

8. CONSENT AGENDA ITEMS:

**Public comment** Members of the public wishing to speak on consent agenda items may do so when recognized by the Presiding Officer. To facilitate public comment we request persons wishing to speak to fill out a speak request form and give it to the General Manager. Public comment is limited to three (3) minutes.

- A. Review and Approval of Minutes for the Regular Meeting on September 13, 2017
- B. Review and Approval of Cash Disbursements

9. BUSINESS ITEMS:

**Public comment** Members of the public wishing to speak on public hearing items may do so when recognized by the Presiding Officer. To facilitate public comment we request persons wishing to speak to fill out a speak request form and give it to the General Manager. Public comment is limited to three (3) minutes.

- A. Consideration of a Recommendation to Approve a job description for a "Solid Waste Coordinator / Operator in Training" and to add it to the District's position allocation list
- B. Introduction of an Ordinance to reduce water rates by implementing Post Drought Consumption Charges and by reducing the Supplemental Water Charge established in Ordinance 2015-01 for consideration at a public hearing previously set for October 11, 2017, with an optional exhibit illustrating no change at this time
- C. Discussion of the future General Management of the District including (1) General Manager recruitment and transition planning and/or (2) authorization for the District President to approve a contract amendment to the current General Manager contract

10. HEARING ITEMS:

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

13. FUTURE AGENDA ITEMS: District Policies Continued; Professional Service Proposals; Roles and Responsibilities with Related Agencies; Emergency Generator.

14. FUTURE HEARING ITEMS: Water Rate Reduction October 11, 2017

15. ADJOURNMENT:

AGENDA ADDENDUM MATERIALS:

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This agenda was prepared and posted pursuant to Government Code Section 54954.2. Agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at [www.oceanocsd.org](http://www.oceanocsd.org)

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**ASSISTANCE FOR THE DISABLED** If you are disabled in any way and need accommodation to participate in the Board meeting, please call the Clerk of the Board at (805) 481-6730 for assistance at least three (3) working days prior to the meeting so necessary arrangements can be made.

**ASISTENCIA A DISCAPACITADO** Si usted está incapacitado de ninguna manera y necesita alojamiento para participar en la reunión de la Junta, por favor llame a la Secretaría de la Junta al (805) 481-6730 para recibir asistencia por lo menos tres (3) días antes de la reunión para que los arreglos necesarios puedan ser hechos.



# Oceano Community Services District

## Summary Minutes

Regular Meeting Wednesday, September 13, 2017 – 5:30 P.M.

Oceano Community Services District Board Room

1655 Front Street, Oceano, CA

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1. **CALL TO ORDER:** at 5:32 p.m. by President White
2. **FLAG SALUTE:** led by President White
3. **ROLL CALL:** All Board members present. Also present, General Manager Paavo Ogren, District Legal Counsel Jeff Minnery, Business and Accounting Manager Carey Casciola.
4. **AGENDA REVIEW:** Agenda approved with a amendment Item 8b with a motion from Director Coalwell, a second by Director Brunet.
5. **CLOSED SESSION:** was entered at approximately 5:40pm. Open session was resumed at approximate 6:07pm  
No public comment
  - a. Pursuant to Government Code §54956.9 (d)(2): Conference with District Counsel regarding anticipated litigation. Number of cases: two (2).  
Reportable action: None
  - b. Real Property Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators. Property: 1687 Front Street, Oceano, CA 93475. Agency Negotiators: District General Manager, Paavo Ogren and District Legal Counsel, Jeffrey A. Minnery. Negotiating parties: Oceano Community Services District and OC Top Shelf Inc. Under negotiation: Terms and conditions of potential lease.  
Reportable action: None
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**  
No public comment
7. **SPECIAL PRESENTATIONS & REPORTS:**
  - c. **STAFF REPORTS:**
    - i. Operations - Field Supervisor Tony Marraccino reported 10 work orders, 8 USA's, 9 customer service call outs, 3 after hour call outs, no SSO's for the month of August, Lopez shut down between September 18-21<sup>st</sup>.
    - ii. FCFA - Chief Steve Lieberman – None
    - iii. OCSD General Manager – reported on State Water Contracts meeting, purchase order for RRM, and Purchase order for Gary Wilson – emergency generator.
    - iv. Sheriff's South Station - Commander Stewart MacDonald – None
  - d. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
    - i. Director Angello - None
    - ii. Director Brunet – None
    - iii. President White – None
    - iv. Vice President Austin – reported on SSLOCSD
    - v. Director Coalwell – None
  - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**  
No public comment.

<b>8 CONSENT AGENDA:</b>	<b>ACTION:</b>
<p>a. Review and Approval of Minutes for the Regular Meeting on August 23, 2017</p> <p>b. Review and Approval of Cash Disbursements</p> <p>c. Submittal for approval an Intent to Serve Letter to Blake Anton; 1350 16th St.; Assessor's Parcel No. 062-282-007</p> <p>d. Submittal for approval an Intent to Serve Letter to Ali Santana; 2150 Cienaga; Assessor's Parcel No. 062-117-008</p>	<p>After an opportunity for public comment and brief Board discussion, staff recommendations were approved (with an amendment to cash disbursement of \$ 168.00) with a motion from Director Brunet, a second by President White and a 5-0 vote. Vice President Austin and Director Angello recused themselves on Item 8c.</p> <p>No public comment.</p>

<b>9 A BUSINESS ITEM:</b>	<b>ACTION:</b>
<p>Consideration of a recommendation to approve a professional services agreement with GSI Water Solutions Inc. to prepare the 2017 Annual Report for the Northern Cities Management Area in the amount of \$35,789 plus contingencies of \$3,161 for a total contract amount of \$38,950</p>	<p>After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Vice President Austin, a second by Director Angello and a 5-0 vote.</p> <p>No public comment.</p>

<b>9 B BUSINESS ITEM:</b>	<b>ACTION:</b>
<p>Consideration of a recommendation to approve a Utility Agreement with the County of San Luis Obispo in conjunction with the County's Airpark Drive Bridge Replacement project, approve a budget adjustment and payments in the amount of \$110,000, authorize the General Manager to file a Notice of Exemption pursuant to the California Environmental Quality Act, and provide direction on alternative bidding procedures</p>	<p>After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Brunet, a second by Vice President Austin and a 5-0 vote.</p> <p>No public comment.</p>

<b>9 C BUSINESS ITEM:</b>	<b>ACTION:</b>
<p>Review of the County's 2015-2019 Consolidated Plan and the Little Hoover Commission's Report on Special Districts with staff direction as your Board deems appropriate</p>	<p>After an opportunity for public comment and brief Board discussion, no action taken.</p> <p>No public comment.</p>

<b>9 D BUSINESS ITEM:</b>	<b>ACTION:</b>
<p>Informational Workshop on Post-Drought reduction in Water Consumption Rates with Board direction for a hearing on October 11, 2017</p>	<p>After an opportunity for public comment and brief Board discussion, no action taken.</p> <p>No public comment.</p>

<b>9 E BUSINESS ITEM:</b>	<b>ACTION:</b>
<p>Consideration of Recommendations to Approve Write-Off of Utility Bills and Notice in The Tribune unclaimed money (Customer Credits) over 3 years old</p>	<p>After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Brunet, a second by Director Coalwell and a 5-0 vote.</p> <p>No public comment.</p>

**10. HEARING ITEMS: None**

11. **RECEIVED WRITTEN COMMUNICATIONS:** None
12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** None
13. **FUTURE AGENDA ITEMS:** District Policies Continued; Professional Service Proposals; Roles and Responsibilities with Related Agencies; Emergency Generator.
14. **FUTURE HEARING ITEMS:** Water Rates Reduction October 11, 2017
15. **ADJOURNMENT:** at approximately 7:55 pm



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

**Date:** September 27, 2017

**To:** Board of Directors

**From:** Carey Casciola, Business and Accounting Manager

**Subject:** Agenda Item #8B: Recommendation to Approve Cash Disbursements

## Recommendation

It is recommended that your Board approve the attached cash disbursements.

## Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence 56490 – 56517*	Amounts
<b><u>Disbursements Requiring Board Approval prior to Payment:</u></b>		
Regular Payable Register – paid 09/27/17	56500 - 56517	\$25,233.27
Subtotal:		\$25,233.27
<b><u>Reoccurring Payments for Board Review (authorized by Resolution 2016-07):</u></b>		
Payroll Gross Wages - period ending 09/16/2017	N/A	\$25,746.33
Reoccurring Utility Disbursements – paid 09/13/2017	56490 - 56496	\$2,182.10
Reoccurring Health/Benefits – paid 09/13/2017	56497 - 56498	\$196.77
Subtotal:		\$28,125.20
<b>Grand Total:</b>		<b>\$53,358.47</b>

\*Check number 56499 paid on 9/13/2017 Board of Director's Meeting.

**Other Agency Involvement:** n/a

**Other Financial Considerations:** Amounts are within the authorized Fund level budgets.

## Results

The Board's review of cash disbursements is an integral component of the District's system of internal controls and promotes a well governed community.

9/22/2017 1:44 PM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 1  
 CHECK DATE: 0/00/0000 THRU 99/99/9999  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 056500 THRU 056517

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	9/22/2017	CHECK	056500	PETTY CASH	15.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056501	ANTHONY MARRACCINO	80.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056502	ADAMSKI MOROSKI MADDEN CUMBERL	10,057.50CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056503	HEACOCK TRAILERS & TRUCK ACCES	203.58CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056504	ARAMARK	121.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056505	THIS N' THAT HANDYMAN SERVICE	275.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056506	NORHOLM BUILDERS, INC.	150.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056507	CITY OF ARROYO GRANDE	5,378.58CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056508	CLINICAL LAB OF SAN BERNARDINO	535.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056509	RABOBANK VISA CARD	314.24CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056510	J.B. DEWAR, INC.	202.95CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056511	GROVER BEACH, CITY OF	2,367.17CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056512	KNECHT'S PLUMBING & HEATING, I	206.26CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056513	MINER'S ACE HARDWARE, INC.	103.98CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056514	SHORELINE LANDSCAPE & MAINT. I	410.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056515	CHAPARRAL BUSINESS MACHINES, I	546.77CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056516	AQUA-METRIC	3,305.99CR	OUTSTND	A	0/00/0000
1-1001-000	9/22/2017	CHECK	056517	EMPLOYMENT DEVELOPMENT DEPARTM	960.25CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	25,233.27CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

**Payroll Summary Report**  
**Board of Directors - Agenda Date September 27, 2017**

	(*)	
<u>Gross Wages</u>	9/2/2017	9/16/2017
Regular	\$21,823.66	\$21,823.67
Overtime Wages	\$963.79	\$929.37
Stand By	\$700.00	\$700.00
Gross Wages	\$23,487.45	\$23,453.04
<u>Disbursements</u>		
Net Wages	\$17,197.14	\$17,197.37
State and Federal Agencies	\$5,369.86	\$5,362.71
CalPERS - Normal	\$3,186.25	\$3,186.25
CalPERS - GASB 68	\$1,050.00	\$0.00
Total Disbursements processed with Payroll	\$26,803.25	\$25,746.33
Health & Other (Disbursed with reoccurring bills)	\$3,950.59	\$3,847.60
Total District Payroll Related Costs	\$30,753.84	\$29,593.93

(\*) Previously reported in prior Board Meeting packet - provided for comparison.



ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	9/13/2017	CHECK	056490	NORCAST TELECOM NETWORKS	389.46CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056491	AGP VIDEO INC.	1,245.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056492	CHARTER COMMUNICATIONS	130.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056493	DIGITAL WEST NETWORKS, INC.	50.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056494	VERIZON WIRELESS	206.45CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056495	THE GAS COMPANY	71.69CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056496	STANLEY CONVERGENT SECURITY SO	89.50CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	2,182.10CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	2,182.10CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

COMPANY: 99 - POOLED CASH FUND  
ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
TYPE: All  
STATUS: All  
FOLIO: All

CHECK DATE: 0/00/0000 THRU 99/99/9999  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 056497 THRU 056498

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	9/13/2017	CHECK	056497	TASC -CLIENT INVOICES	53.33CR	OUTSTND	A	0/00/0000
1-1001-000	9/13/2017	CHECK	056498	SEIU LOCAL 620	143.44CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	196.77CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	196.77CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

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**Date:** September 27, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item 9(A): Consideration of a Recommendation to Approve a job description for a “Solid Waste Coordinator / Operator in Training” and to add it to the District’s position allocation list**

## Recommendation

It is recommended that your Board:

1. Adopt the attached job description in Exhibit “A” for the Solid Waste Coordinator / Operator in Training and salary schedule illustrated in Exhibit “B”
2. Increase the position allocation list approved with the final budget on August 23, 2017 by one (1) full time Solid Waste Coordinator / Operator in Training

## Discussion

On February 8, 2017, your Board adopted new solid waste programs to help create incentives for improving solid waste management efforts and to reduce illegal dumping, including the following:

- Smart Phone App Policy
- Adopt-A-Can Policy
- Neighborhood Clean-Up Policy
- Adopt-An-Alley Policy

Employing permanent staff is important to implement the solid waste incentive programs because long-term success is dependent on consistent community outreach and a continuing and ongoing commitment by the District. In addition to supporting the incentive programs, the position will administer the District’s existing enforcement rules and regulations.

Overall, the new position has been envisioned to act part time on solid waste management activities and part time as an operator-in-training who will assist the existing field crew. A historical review of District budgets since the 1980’s indicates that field crew staffing varied between 3 and 4 full time employees and has, at times, included 3 full time and a one-half time employee in the past. District



staffing has been at three (3) full time employees for approximately 4 years. The new position recommended at this time is therefore generally consistent with historical staffing levels for the District.

The additional ½ FTE for field work will also help in the sewer lateral program. Field crews have verified all properties to determine which have lateral clean-outs at the property line as required by District ordinance. In total, 317 sewer clean-outs were located, which is approximately 15% of customer connections. Crews also determined that 928 (42%) of properties did not have clean-outs, and another 860 (39%) properties were indeterminable, which will require more extensive location efforts. Other upcoming steps for the lateral program include installing several clean-outs, tracking production rates, and developing estimates of total program costs.

In addition to your Board's approval of the solid waste programs on February 8<sup>th</sup>, during the 3<sup>rd</sup> quarter budget review on May 10, 2017, your Board began discussion to consider a part-time employee for solid waste activities. On May 24, 2017, a draft job description was provided for Board review and comment, and was separately sent to Service Employees International Union (SEIU) 620 for comment.

The attached job description has been updated since your Board's meeting of May 24<sup>th</sup> to include the Operator in Training responsibilities. Originally, the job description included on the May 24<sup>th</sup> agenda was only for a part-time Solid Waste Coordinator. The staff report and Board discussion on May 24<sup>th</sup> also included the option of hiring a full time employee who would act as the Solid Waste Coordinator half-time and half-time as an Operator-in-Training in support of existing staff. The overall Board discussion supported the concept of a full time employee depending on whether sufficient funding existing in the budget.

Your Board approved the final 2017-18 budget on August 23, 2017. In addition, staff provided an analysis of the 2016-17 "budget to actual variances," which provides confidence that sufficient funding does exist. Additional details are provided in the "Financial Considerations" section of this agenda item.

It is also important to note that the recommendation is to add the position at the Solid Waste Coordinator / Utility System Trainee level, but it is not part of the Utilities Operator I/II/III career series. The recommendations at this time therefore reduce long-term costs in comparison to a career series position. The position, likewise, is not required to obtain water system certifications from the State of California. Overall, the job description and recommendations establish that the position's primary responsibility is for solid waste management.



**Other Agency Involvement**

The attached job description and proposed compensation has been reviewed by SEIU. Feedback from SEIU included the preference to have the position included in the career series for Utility Operators, with licensing and on-call requirements. Since the current recommendations are based on the current adopted budget for the District, additional staffing should be evaluated as part of the two-year budget cycle commencing with fiscal year 2018/19

**Other Financial Considerations**

Exhibit “B” provides the salary schedule for the position and annual estimated costs, which range from a low of \$36,028 per year (at the first step) to a high estimate of \$48,309 (at step #8 – longevity, which is applicable after 10 years of service).

The following table illustrates the wages for the position based on a 7.5% differential below a Utility Operator I position, which is the same differential between Utility System Operator I/II/III.

<u>Position</u>	<u>Step #1 Entry Level</u>	<u>Step #7 Highest Step</u>	<u>Step #8 Longevity Pay</u>	<u>Certification Requirements</u>
Solid Waste Coordinator / Utilities System Trainee	\$ 17.32	\$ 22.13	\$ 23.24	n/a
Utilities Operator I	\$ 18.62	\$ 23.79	\$ 24.98	D1 / T1 within 24 months
Utilities Operator II	\$ 20.01	\$ 25.57	\$ 26.85	D1 / T1
Utilities Operator III	\$ 21.51	\$ 27.49	\$ 28.87	D2 / T2

Funding of the position does not require budgetary adjustments. The current budget provides approximately \$26,000 for labor related costs in the garbage fund. The water and sewer funds had combined labor savings of \$83,410 in fiscal year 2016-17, and overall positive budget variances of approximately \$337,000. At this time, it is anticipated that the new employee will be spending approximately 50% of working time on solid waste activities, 25% on sewer activities and 25% on water system activities.

**Results**

With the new solid waste programs adopted in early 2017, overall program efforts will include more outreach to residents, property owners, businesses and local schools than any prior District efforts. Separate from solid waste activities, the one-half time anticipated for assisting field crews will provide 3.5 full time equivalent employees. The additional assistance for field crews will help ensure



## Oceano Community Services District

Board of Directors Meeting

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completion of several efforts that have been intermittent at lower staffing levels. In addition to supporting the sewer lateral program, other examples of maintenance support include locating valves and manholes (which in some cases have been paved over), valve turning, water system flushing, and hydrant painting.

Exhibits:

- A. Solid Waste Coordinator / Operator in Training Job Description
- B. Salary schedule and annual cost estimates

# SOLID WASTE COORDINATOR OPERATOR IN TRAINING

## DEFINITION

Under direction of the Utility Systems Supervisor, the Solid Waste Coordinator / Operator in Training performs solid waste management duties and supports the District's Utility System Operators in operating and maintaining the District's water, sewer and lighting infrastructure. Performing solid waste management duties will include planning, implementing and administering the District's solid waste management programs, while acting as a liaison for the District with other agencies, with community based organizations and the public; and will include other related work as required. As an operator in training, the position will assist with those duties identified in the Utility System Operator I/II/III job specifications, including responding during emergencies.

## ESSENTIAL FUNCTIONS

Essential and important responsibilities includes the ability to perform duties to promote public awareness and participation in solid waste management, recycling and green waste activities. Under direction, incumbents are responsible for coordinating the District's solid waste management programs, and implementing enforcement and incentive activities to address illegal dumping and health and safety issues. Good verbal skills and maintaining professional and courteous conversations in difficult situations is required. The physical ability to collect, lift, and dispose of solid waste, recyclable and green waste materials is required. The ability to assist Utility System Operators is required.

## DISTINGUISHING CHARACTERISTICS

### Solid Waste Coordinator – Approximately 50% of time

- Coordinates, plans, implements and monitors the District's solid waste management programs
- Inspects public rights of way and other areas for illegal dumping and implements the District's enforcement program to reduce the amount of material disposed of in alleyways and other public places
- Promotes public awareness and community involvement in solid waste management, recycling, green waste and household hazardous waste programs
- Represents the District, as needed, in source reduction, recycling, and green waste program areas with other local governments, community based organizations and the public, and at events
- Prepares, coordinates, reviews, and reports information and other correspondence on solid waste programs
- Assists in developing District goals and policies on solid waste
- Provides technical recycling, green waste and source reduction expertise to District staff and the Board of Directors and works with community groups on behalf of the District
- Collects, lifts, and disposes of solid waste, recyclable and green waste materials

Knowledge of general practices governing solid waste, recycling and green waste management; the District's programs related to solid waste, recycling and green waste management; understanding of chain of command and decision-making for local governmental agencies. Must possess the ability to plan and organize a number of varied solid waste activities and programs; collect, interpret and evaluate program information; evaluate program problems and present viable alternatives and recommendations; read, interpret, and analyze technical data; speak and write clearly, concisely and effectively; represent the District effectively in hearings and in public and with other agency personnel; work independently; establish and maintain effective working relationships with other District personnel, staff from other agencies and the general public to implement District goals and programs; use a computer effectively for word processing, spreadsheet and other functions.

Operator in Training – Approximately 50% of time

- Performs a variety of tasks assisting the Utility System Operators in their duties, as identified in the job descriptions for Utility System Operators I/II/III
- After training, performs traffic control duties including flagging and mobilization and demobilization activities
- Adheres to safety procedures and requirements in performance of duties and assignments

**MINIMUM EDUCATION AND EXPERIENCE REQUIREMENTS**

**Licenses and Certificates**

A valid driver's license is required at the time of application. A valid **CALIFORNIA** driver's license is required at the time of appointment and must be maintained throughout employment.

**Education and Experience:**

No specific education requirements exist for this position. Coursework at a community college or university relating to report writing, computer applications and communication is preferred. Experience in working in an office environment and in the field is preferred.

**WORKING CONDITIONS**

**Environmental Conditions**

Office environment; exposure to computer screens; extensive contact with representatives of other agencies, the general public and other stakeholders in a positive service-oriented professional work environment. Field work exposure to natural elements including rain, wind and other inclement conditions, traffic and heavy equipment, odors and decaying debris.

**Physical Conditions**

Functions require maintaining a physical condition necessary for standing or sitting for prolonged periods of time, hand digging, materials transportation and placement, installation of equipment; dexterity of hands and fingers to operate a computer keyboard; visual ability to see and read a variety of materials, hearing and speaking to exchange information, lifting or carrying solid waste, recyclable and green waste materials and use of hand tools and mechanical and hydraulic equipment.

Maintaining physical conditions necessary for strenuous physical activities and extensive physical labor includes the ability to lift 50 pounds regularly and up to 100 pounds when necessary, move safely over uneven terrain or in confined spaces, the ability to see and respond to dangerous conditions, work in extreme weather and wear personal protective gear correctly when required and necessary.



**Solid Waste Coordinator / Operator in Training  
Salary Schedule &  
Estimated Annual Costs**

	Step #1	Step #2	Step #3	Step #4	Step #5	Step #6	Step #7	Step #8 (longevity)
		2.5%	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%
<b>Salary Schedule</b>								
Hourly Pay	\$ 17.32	\$ 17.75	\$ 18.20	\$ 19.11	\$ 20.06	\$ 21.07	\$ 22.12	\$ 23.23
Annual Pay	\$ 36,028	\$ 36,928	\$ 37,851	\$ 39,744	\$ 41,731	\$ 43,818	\$ 46,009	\$ 48,309

**Benefits and Other Employer Costs**

Monthly Health @ E=\$800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
E+1=\$1,000; E+2^=\$1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200

Annual Health - Low Est.	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600	\$ 9,600
Annual Health - High Est.	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400

Pension - PEPR@ 6.533% - Low Est.	\$ 2,354	\$ 2,413	\$ 2,473	\$ 2,596	\$ 2,726	\$ 2,863	\$ 3,006	\$ 3,156
Pension - Classic@ 15.418% - High Est.	\$ 5,555	\$ 5,694	\$ 5,836	\$ 6,128	\$ 6,434	\$ 6,756	\$ 7,094	\$ 7,448

Medicare	\$ 522	\$ 535	\$ 549	\$ 576	\$ 605	\$ 635	\$ 667	\$ 700
Unemployment Insurance	\$ 434	\$ 434	\$ 434	\$ 434	\$ 434	\$ 434	\$ 434	\$ 434
Worker's Comp - Water Ops (67%)	\$ 2,317	\$ 2,375	\$ 2,435	\$ 2,556	\$ 2,684	\$ 2,818	\$ 2,959	\$ 3,107
Worker's Comp - Sewer Ops (33%) Low Est.	\$ 1,204	\$ 1,234	\$ 1,265	\$ 1,329	\$ 1,395	\$ 1,465	\$ 1,538	\$ 1,615
Worker's Comp - Sewer Con (33%) High Est.	\$ 2,150	\$ 2,203	\$ 2,258	\$ 2,371	\$ 2,490	\$ 2,614	\$ 2,745	\$ 2,882

Employer Taxes - Low Est	\$ 4,478	\$ 4,579	\$ 4,683	\$ 4,895	\$ 5,118	\$ 5,352	\$ 5,598	\$ 5,857
Employer Taxes - High Est	\$ 5,423	\$ 5,548	\$ 5,676	\$ 5,938	\$ 6,213	\$ 6,502	\$ 6,805	\$ 7,124

**Total Annual Costs**

Low Estimate	\$ 52,459.27	\$ 53,519.90	\$ 54,607.05	\$ 56,835.70	\$ 59,175.79	\$ 61,632.87	\$ 64,212.82	\$ 66,921.76
High Estimate	\$ 61,405.50	\$ 62,569.78	\$ 63,763.18	\$ 66,209.64	\$ 68,778.42	\$ 71,475.64	\$ 74,307.72	\$ 77,281.41



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

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**Date:** September 27, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(B): Introduction of an Ordinance to reduce water rates by implementing Post Drought Consumption Charges and by reducing the Supplemental Water Charge established in Ordinance 2015-01 for consideration at a public hearing previously set for October 11, 2017, with an optional exhibit illustrating no change at this time**

## **Recommendation**

It is recommended that your Board introduce the attached Ordinance to reduce water rates by implementing Post Drought Consumption Charges and by reducing the Supplemental Water Charge established in Ordinance 2015-01 for consideration at a public hearing previously set for October 11, 2017, with optional exhibits illustrating varying rate reduction

## **Discussion**

On July 26, 2017 your Board set a hearing for October 11, 2017 to consider a reduction in water rate "consumption charges" by implementing "post drought consumption charges." The reduction in water rates can be implemented over a 3 year transition period Pursuant to Ordinance 2015-01, which established the District's Schedule of Water System Services Charges in accordance with Proposition 218. In addition, similar reductions in the Supplemental Water Charge are provided for in Ordinance 2015-01. The primary goal of reducing the District's water charges is to maintain "revenue neutrality" while customers are increasing post-drought water consumption.

The attached analysis and graphs have been prepared to provide a basis for considering how to reduce the consumption charges. Attachment "A" illustrates revenue targets in existing rates versus actual revenues during fiscal years 2015-16 and 2016-17. Overall, and as previously reviewed with your Board, actual revenues were lower than targets because water conservation was greater than the 20% factor used to develop the consumption charges. The revenue shortfall in 2015-16 was \$(121,003) and in 2016-17 was \$(80,828). In both years, costs savings covered the revenue shortfalls.

Attachment "B" illustrates consumption data. It provides historical data including calendar year 2013 since that was the year established by the Governor to base conservation targets. As illustrated, the conservation



achieved by the community in 2015 was 22.12% and in 2016 was 20.26%. Notably, 2016 conservation of 20.26%, which was nearly exact to target, resulted in a 3.3% revenue shortfall.

The likely conclusion of the 2016 revenue versus consumption data is that high-end water users were conserving more and low-end water users were conserving less, or not at all in 2016. The likely variability in conservation among customers is consistent with what might be generally anticipated although the financial model used to establish the consumption charges in 2015 assumed linear conservation. Overall, the variances between modeling assumptions and actual results created a minor impact on the budget, and as previously addressed revenue shortfalls have been covered by cost savings. Lastly, modeling non-linear conservation in 2015 would have been difficult due to the lack of historical data, and modeling likely would not have provided better predictive abilities. At this time, based on data that has been developed since 2015, the District’s revenue modeling is resulting in a level of accuracy of approximately 97% +/- (or a level of uncertainty of approximately 3%). This information can now be considered in establishing contingencies in the upcoming 2018/19 – 2019/20 two year budget.

Implementing Post Drought Consumption Charges

Attachment “C” provides an analysis of the “simulated” revenue shortfall that would have resulted in the July 2017 billing period if consumption charges had already been reduced. The following table summarizes the analysis.

	100% Transition to Post Drought Charges	50% Transition to Post Drought Charges	25% Transition to Post Drought Charges	10% Transition to Post Drought Charges
July 2017 Simulated Revenue Shortfall	<b>\$ (58,061)</b>	<b>\$ (27,394)</b>	<b>\$ (12,181)</b>	<b>\$ (2,776)</b>
Annual Projected Revenue Shortfall	<b>\$ (310,983)</b>	<b>\$ (146,727)</b>	<b>\$ (65,241)</b>	<b>\$ (14,869)</b>

Ordinance 2015-01 provides for a three year transition period for the post-drought consumption charges. As a result, one option for the October 11, 2017 public hearing is to defer the reduction in consumption charges and to continue to monitor actual consumption in order to help ensure that the goal of revenue neutrality is met as best as possible. A second option is to adopt a partial reduction in consumption charges while recognizing that some risk of revenue shortfalls will exist. It may be likely that water consumption continues to increase, and that the actual revenue shortfalls are not as great as projected. The optional exhibits for the ordinance that have been included for Board consideration provide your Board with the 10% transition option or a 0% transition option. In the event that the Board chooses to not adjust the charges at this time, adoption of the ordinance is needed to formalize the Board’s intent to reduce the charges over the upcoming three year period. If the Board chooses to take “no action,” the Post Drought Charges and fully reduced Supplemental Charge



would go into effect, and based on current consumption, the District would face an immediate and significant revenue shortfall and budget deficit.

Lastly, staff has recently read meters and is intending on providing additional data at the meeting for the July – September billing period provided utility billing processing has been complete.

### **Other Agency Involvement**

n/a

### **Other Financial Considerations**

n/a

### **Results**

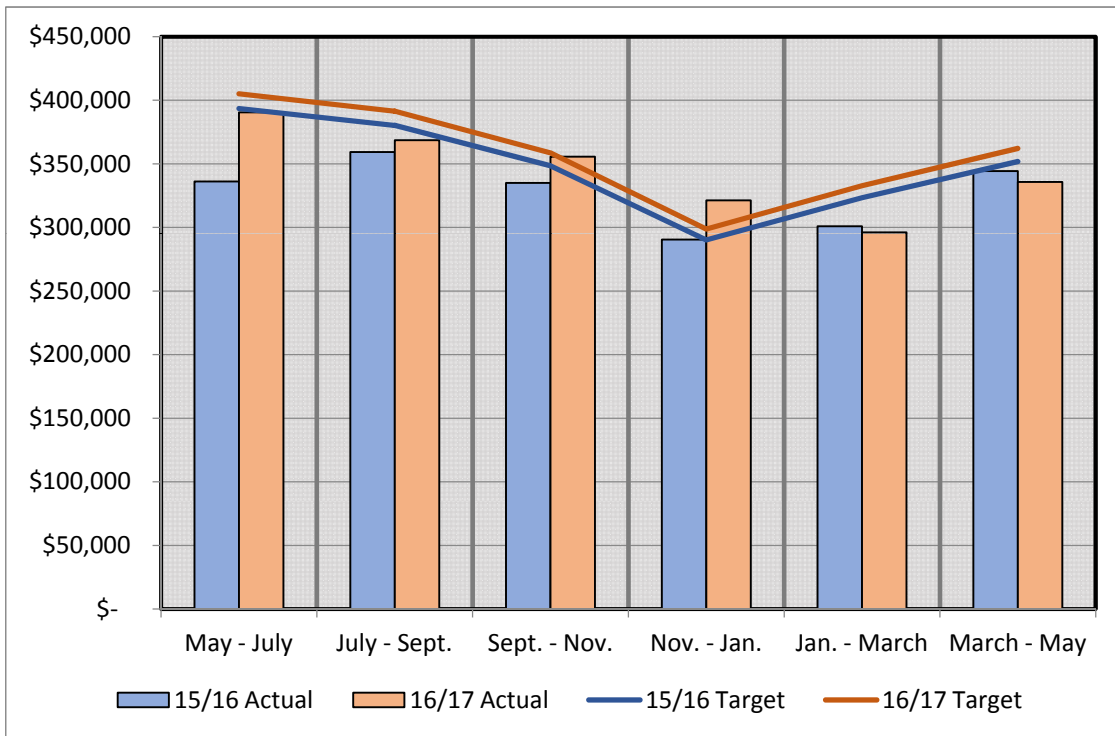
Reviewing the District’s water revenues helps to ensure that upcoming decisions to transition to post-drought promotes revenue neutrality and community changes in water consumption.

### **Attachments:**

- “A” – Revenue Data
- “B” – Consumption Data
- “C” – Consumption Rate Reduction Options
- Ordinance Implementing Post Drought Consumption Charges established in Ordinance 2015-01
- Optional Exhibit for “no change” in rates at this time

**Oceano Community Services District**  
**Revenue Comparisons - Target to Actual**  
**Billing Periods Ending in:**  
**Fiscal Years 2015/16 and 2016/17**

	<u>15/16 Target</u>	<u>15/16 Actual</u>	<u>16/17 Target</u>	<u>16/17 Actual</u>
May - July	\$ 393,460	\$ 336,187	\$ 405,040	\$ 390,467
July - Sept.	\$ 380,230	\$ 359,329	\$ 391,420	\$ 368,608
Sept. - Nov.	\$ 348,369	\$ 334,971	\$ 358,621	\$ 355,697
Nov. - Jan.	\$ 290,136	\$ 290,531	\$ 298,675	\$ 321,261
Jan. - March	\$ 323,358	\$ 300,986	\$ 332,874	\$ 296,186
March - May	\$ 351,803	\$ 344,349	\$ 362,157	\$ 335,738
Totals	<u>\$ 2,087,356</u>	<u>\$ 1,966,353</u>	<u>\$ 2,148,787</u>	<u>\$ 2,067,956</u>
Shortfall		<u>\$ (121,003)</u>		<u>\$ (80,831)</u>



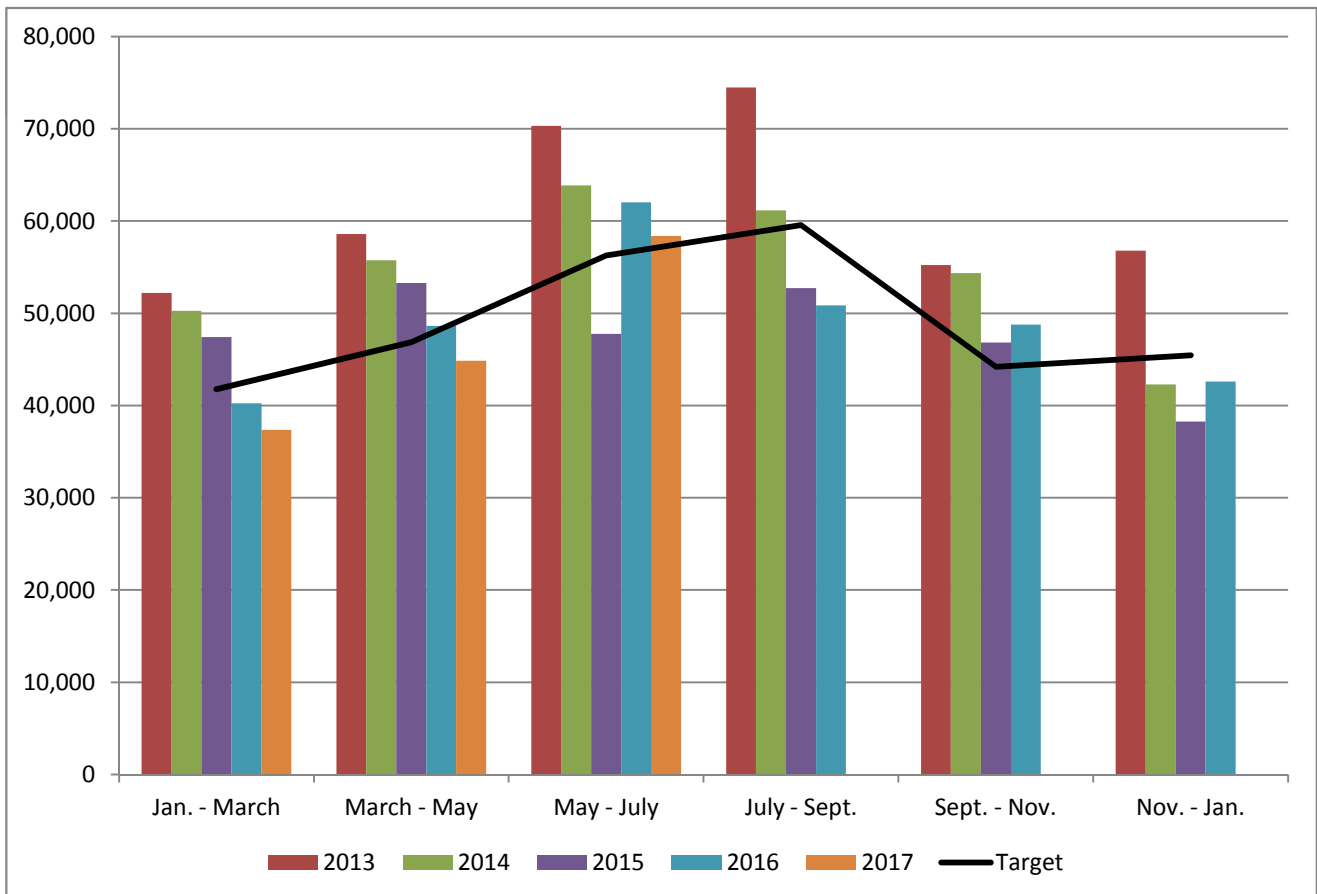
# Oceano Community Services District

## Summary of Consumption

### 2013-2017

	<u>Target</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Jan. - March	41,756	52,195	50,258	47,406	40,228	37,357
March - May	46,856	58,570	55,757	53,288	48,634	44,856
May - July	56,254	70,318	63,857	47,755	62,034	58,363
July - Sept.	59,571	74,464	61,165	52,731	50,840	
Sept. - Nov.	44,176	55,220	54,349	46,815	48,776	
Nov. - Jan.	45,423	56,779	42,268	38,243	42,579	
	<b>294,037</b>	<b>367,546</b>	<b>327,654</b>	<b>286,238</b>	<b>293,091</b>	<b>140,576</b>
Conservation Achieved	20.00%	100%	10.85%	22.12%	20.26%	

Quantities: 1 unit = 100 cubic feet = 748 gallons





ORDINANCE NO.

ORDINANCE DECREASING WATER SYSTEM  
SERVICE CHARGES BY IMPLEMENTING POST  
DROUGHT CONSUMPTION CHARGES AND  
REDUCING A SUPPLEMENTAL WATER CHARGE  
ESTABLISHED IN ORDINANCE 2015-01

WHEREAS, it is a major responsibility of the Oceano Community Services District (“District”) to maintain adequate levels of revenue to meet the District’s financial commitments for the operation and maintenance for water facilities and the replacement of existing facilities in the future which benefit the customer or property being charged; and

WHEREAS, on April 20, 2015, the District conducted a public hearing to consider a rate increase pursuant to Section 6 of Article XIII D of the California Constitution; and

WHEREAS, based on facts and analysis, the Board of Directors adopted Ordinance 2015-01, which established the District’s new Schedule of Water System Charges; and

WHEREAS, the duly adopted Schedule of Water System Charges includes “Consumption Charges (Drought Emergency Rates)” and a “Supplemental Water Charge” and provides that within ninety (90) days after the Board of Directors determines that the current drought is over, the Board of Directors may conduct a public hearing for the purpose of considering an ordinance that would reduce the Consumption Charges to the Post Drought Consumption Charges and which would also reduce the Supplemental Water Charge over a period of time not to exceed three years; and

WHEREAS, the District intends to reduce the Consumption Charges over a period of time not to exceed three (3) years to those specified as Post Drought Consumption Charges and to also reduce the Supplemental Water Charges over the same period of time, which have been and will continue to be adjusted pursuant to Section 3 of Ordinance 2015-01; and

WHEREAS, Exhibit “A” represents a reduction in Consumption Charges that is initiating implementation of the Post Drought Consumption Charges, and a reduction in the Supplemental Water Charge, which will go into effect for the first billing period that begins thirty (30) days after the adoption of this Ordinance; and

WHEREAS, the District Board of Directors will continue to monitor District revenues and consumption at least annually to further consider reducing the Schedule of Water System Charges and to fully implement the Post Drought Consumption Charges and the reduction in the Supplemental Water Charge within three years, as provided in Ordinance 2015-01.



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

SECTION 1: In accordance with District Ordinance 2015-01, the attached Schedule of Post Drought Consumption Charges and a Supplemental Water Charge is hereby approved as specified in Exhibit "A" hereto, which Exhibit "A" reflects a reduction in Service Charges and is incorporated herein by this reference, for the purpose of providing water service.

SECTION 2: This ordinance shall take effect and be in full force and effect for the first billing cycle that begins thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Directors voting for and against the ordinance in a newspaper of general circulation published in the County of San Luis Obispo, State of California.

SECTION 3: Repeal of Prior Ordinances and Resolutions. All Ordinances, Resolutions and sections of Ordinances and Resolutions that are inconsistent with this Resolution are hereby repealed. If not inconsistent, such Ordinance and Resolutions shall remain in full force and effect.

SECTION 4: Effect of Repeal of Part Actions and Obligations. This Resolution does not affect prosecutions for violations committed prior to the effective date of this Ordinance, does not waive any fee or penalty due and unpaid on the effective date of this Ordinance.

INTRODUCED at a regular meeting of the Board of Directors held on the \_\_\_\_\_ day of, \_\_\_\_\_ 2017, and PASSED, APPROVED and ADOPTED by the Board of Directors of the Oceano Community Services District, this \_\_\_\_\_, day of \_\_\_\_\_ 2017, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing ordinance is hereby adopted:

\_\_\_\_\_  
President of the Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Directors

BY:

\_\_\_\_\_  
Board Secretary

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

Jeffrey Minnery  
District Legal Counsel

BY:

\_\_\_\_\_  
District Legal Counsel

Dated: September 27, 2017

**EXHIBIT "A"**  
**SCHEDULE OF POST DROUGHT CONSUMPTION CHARGES**  
**AND A SUPPLEMENTAL WATER CHARGE**

- 1) Post Drought Consumption Charges.
  - i. Base Tier: \$0.00 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water up to 600 cubic feet; plus,
  - ii. Tier Two: \$3.31 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 600 cubic feet, up to and including 1,200 cubic feet; plus,
  - iii. Tier Three: \$3.66 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 1,200 cubic feet, up to and including 1,800 cubic feet; plus,
  - iv. Tier Four: \$4.09 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 1,800 cubic feet, up to and including 2,400 cubic feet; plus,
  - v. Tier Five: \$4.30 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 2,400 cubic feet.

All Consumption Charges shall be calculated by first adjusting the quantities of water in each tier by multiplying the quantities of water stated in this section by the number of residential or non-residential units, to arrive at the quantity of water that will be charged at the rate applicable to each tier. Said number of units shall be the same as utilized to calculate the Basic Bi-Monthly Charges above.

- 2) A "Supplemental Water Charge" of \$1.62 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water.

**EXHIBIT "A" (Optional)**  
**SCHEDULE OF POST DROUGHT CONSUMPTION CHARGES**  
**AND A SUPPLEMENTAL WATER CHARGE**

- 1) Post Drought Consumption Charges.
  - i. Base Tier: \$0.00 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water up to 600 cubic feet; plus,
  - ii. Tier Two: \$3.41 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 600 cubic feet, up to and including 1,200 cubic feet; plus,
  - iii. Tier Three: \$3.78 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 1,200 cubic feet, up to and including 1,800 cubic feet; plus,
  - iv. Tier Four: \$4.20 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 1,800 cubic feet, up to and including 2,400 cubic feet; plus,
  - v. Tier Five: \$4.41 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water over 2,400 cubic feet.

All Consumption Charges shall be calculated by first adjusting the quantities of water in each tier by multiplying the quantities of water stated in this section by the number of residential or non-residential units, to arrive at the quantity of water that will be charged at the rate applicable to each tier. Said number of units shall be the same as utilized to calculate the Basic Bi-Monthly Charges above.

- 2) A "Supplemental Water Charge" of \$1.66 per 100 cubic feet of water, or fraction thereof, for the bi-monthly use of water.



# Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475  
(805) 481-6730 FAX (805) 481-6836

**TO:** Board of Directors  
**FROM:** Jeff Minnery, District Legal Counsel  
**DATE:** September 27, 2017

**SUBJECT:** Agenda Item #9(C): Discussion of the future General Management of the District including (1) General Manager recruitment and transition planning and/or (2) authorization for the District President to approve a contract amendment to the current General Manager contract.

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## Recommendation

It is recommended that your Board discuss the future General Management of the District including (1) General Manager recruitment and transition planning and/or (2) authorization for the District President to approve a contract amendment to the current General Manager Agreement.

## Discussion

In July 2014, your Board hired the current General Manager, Paavo Ogren, for a four (4) year term ending in July 2018. The hiring of Mr. Ogren has helped to address several years of instability in the District, budget deficits, and many other issues. Mr. Ogren has received higher than satisfactory employment reviews as a result.

On August 9, 2017, the Board's agenda included an item to discuss transition planning in anticipation of the end of Mr. Ogren's employment term. No action was taken by the Board. Lacking specific direction from the Board, staff identified upcoming efforts that would need to be pursued to initiate transition planning, including the recruitment of a new General Manager, which are reflected in the meeting minutes.

At this time, discussion by the Board should focus on whether it is the Board's preference to extend the General Manager's current contract, and for the Board to authorize the President to approve a contract amendment based on specific Board direction. Mr. Ogren's current employment agreement is attached hereto as Exhibit A.

## Other Agency Involvement

n/a

## Other Financial Considerations

n/a

## Results

Addressing the General Manager's contract and whether the Board prefers to approve amendments is important to consider at this time. If not, transition planning efforts previously identified by staff will be initiated.

**OCEANO COMMUNITY SERVICES DISTRICT  
GENERAL MANAGER  
EMPLOYMENT CONTRACT**

This Oceano Community Services District General Manager Employment Contract is effective July 21, 2014.

Attachments:  
Exhibit "A" - General Manager Job Description

**THIS CONTRACT** ("Contract" or "Agreement") is made and entered into by and between the Oceano Community Services District (herein referred to as "District"), and Paavo Ogren (herein referred to as "General Manager", "Employee", or "Paavo Ogren"), with reference to the following recitals:

**RECITALS**

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

B. District desires to enter into an employment relationship with Paavo Ogren as General Manager of the District;

C. Paavo Ogren desires to enter into an employment relationship as General Manager of the District.

D. It is the purpose of this Contract to define the employment relationship of Paavo Ogren and the District during the terms of this Contract. All references to General Manager in this Contract refer to Paavo Ogren.

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

**SECTION 1 - EMPLOYMENT OF GENERAL MANAGER**

District hereby agrees to employ Paavo Ogren as the District's General Manager, District Accountant, and Secretary to the Board of Directors (collectively "General Manager").

**SECTION 2 - DUTIES**

A. General Manager shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the duties described

in Exhibit "A" requirements. Without limiting the generality of the foregoing General Manager understands that the management of the District is essentially a full-time job, and may at times require more, less or other hours than from 8:00 a.m. to 5:00 p.m. Monday through Friday. The General Manager understands and agrees that he must be available at any time to perform the duties necessary to manage the District.

B. The duties of the General Manager are generally described in Exhibit "A", attached hereto and incorporated herein by this reference, and Government Code Section 61051 which provides as follows:

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

1. The implementation of the policies established by the Board of Directors for the operation of the District.
2. The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the employee relations system established by the Board of Directors.
3. The supervision of the District's facilities and services.
4. The supervision of the District's finances.
5. Additional duties as assigned by the Board that are reasonably related to the business of the District.
6. To fulfill the roles and duties of the District Accountant in accordance with professional standards of that office.

C. The General Manager shall also act as the Secretary to the Board of Directors and shall be responsible for:

1. Maintaining accurate records of the proceedings of the Board of Directors.
2. Maintaining a book of District Ordinances or Codes with his attestation.
3. Maintaining District records including original Ordinances, Resolutions and Contracts and attest to the originals and true and correct copies of the same.
4. Administering Oaths or Affirmations and certifying affidavits and depositions pertaining to District affairs and business which may be used in any court or proceeding in the State.

The General Manager may deputize other District employees to perform the duties in sub-paragraph 1 above and deputize the Office Manager to perform the duties referenced in paragraphs 2, 3 and 4 above in the absence of the General Manager.

D. Paavo Ogren agrees to perform the functions and duties that would ordinarily be performed by a District Accountant as follows:

1. Provide professional level administrative, procedural, programmatic and/or budgetary and related analysis and support for the Board of Directors.
2. Perform routine to complex accounting work related to the preparation and maintenance of general accounting and financial records, the audit of financial transactions and the production of reports and statements for the District.
3. Establish accounting systems and develop appropriate policies and procedures; facilitate administrative support to the organization.
4. Preparation of the District budget; make standard projections for payroll and other costs; research capital improvement and equipment costs; input draft and final budget information and produce final budget documents.
5. Other responsibilities and duties as identified in Exhibit A.

D. Paavo Ogren agrees to perform the functions and duties specified in Subsections A, B, C, and D (above), the duties as identified in Exhibit A, and to perform other legally permissible and proper duties and functions as the District's Board of Directors shall from time to time assign without additional compensation.

E. Both parties acknowledge that specific duties of the General Manager may vary from time to time.

### **SECTION 3 - OUTSIDE PROFESSIONAL ACTIVITIES**

It is expressly understood that General Manager may, from time to time, undertake outside professional activities for compensation, provided such activities do not interfere with General Manager's normal duties and are not performed for any existing vendors or contractors of District. Under no circumstances shall such outside activities create or appear to create a conflict of interest with the duties of General Manager and /or the interests of District.



**SECTION 4 - TERM**

A. This Contract shall take effect on \_\_\_\_\_ 2014 ("Effective Date"), and shall remain in effect for an initial term of four (4) years unless terminated as provided herein. At the end of this initial term this Agreement may be renewed for successive periods of one (1) year each unless terminated as provided herein.

B. It is expressly understood that Employee, in his capacity as District General Manager, is an at-will employee serving at the pleasure of the Board, subject to termination at any time, with or without cause, and with no right to any hearing, including any so-called Skelly hearing.

C. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee or the District to voluntarily terminate this Contract.

**SECTION 5 - SALARY**

A. District agrees to pay General Manager for his services rendered pursuant to this Agreement as follows:

1. An annual salary of One Hundred Ninety Six Thousand Dollars and zero cents (\$196,000.00) payable in equal installments at the same time as other employees of District are paid. The annual salary shall be subject to normal withholdings with respect to amounts paid.

B. District will consider adjustments in compensation based upon performance. At the first annual evaluation, if the District provides Paavo Ogren with a satisfactory or better evaluation than he shall receive a 2.5% increase in salary. If at the second annual evaluation, the District provides Paavo Ogren with a satisfactory or better evaluation, then he shall receive a 2.5% increase in salary. No other increase in compensation shall be considered during the initial term of this Agreement.

C. District agrees to prepare a written summary of each performance evaluation of Employee, and to include the same in his personnel file within two (2) weeks following conclusion of the review and evaluation process and shall schedule at least one (1) closed personnel session with Employee to deliver and discuss the performance evaluation.

**SECTION 6 - BENEFITS**

A. District agrees to enroll General Managers in the California Public Employees Retirement System (CalPERS) and to pay employee's contribution to the Public Employees Retirement System.

B. General Manager will receive sick leave, holiday, and vacation, administrative leave, leave without pay and bereavement leave benefits in the same manner as is accorded to all of District's other employees, with the modifications set forth below.

C. General Manager shall accrue and have credited to his personal account, vacation time of fifteen (15) working days (three weeks) per annum. Unused vacation benefits cannot be carried forward from one year to the next. The District will buy back unpaid vacation and administrative leave at 100% on the anniversary of the Effective Date of this Agreement. Holidays that occur during General Manager's vacation will not be counted as a vacation day.

D. General Manager shall accrue sick leave at the rate of one (1) day per month. If General Manager leaves the District in good standing he shall have the option of converting his accrued sick leave hours into retirement credit with the California Public Employees Retirement System (CalPERS), not to exceed twelve days (96 hours) total, unless prohibited by CalPERS rules and regulations.

E. General Manager is entitled to a total of five (5) days of administrative leave per year in addition to earned vacation time. These administrative leave days may be taken at the General Manager's discretion. Administrative leave cannot be carried forward from year to year.

F. General Manager is entitled to inclusion in and contribution from District to District's available group health insurance plan in the same manner as is accorded to District's other employees. If the cost of this available group health insurance has an increase or reduction, this amount of additional compensation will be adjusted to reflect the new cost.

G. There shall be deducted from the payments of salary and other compensation paid to General Manager all sums required for state and federal income and all other employment taxes now applicable or that may be enacted and become applicable to the compensation paid and benefits supplied to General Manager.

## **SECTION 7 - PROFESSIONAL DEVELOPMENT**

A. As part of its normal budget process, and reserving the right to establish appropriate priorities and funding amounts, the District may budget funds for certain items, activities and materials deemed necessary and desirable for the General Manager's continued professional development, participation, growth and advancement.

Those items, activities and materials may include:

1. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations subject to District approval;
2. Travel and subsistence expenses for professional meetings and similar functions (e.g., short courses, conferences, seminars) to foster professional development;
3. Other items, activities and materials, as shall be agreed upon from time to time between General Manager and District.

B. Expenditures for items in subparagraph A (above) shall be deemed preapproved, if the expenditures are within the District's budgeted amounts for the appropriate category. All other expenditures shall be pre-approved by District Board of Directors. General Manager shall keep District informed on at least a monthly basis, as part of the General Manager's Report (on the Board of Directors meeting agenda) of all expenditures incurred in connection with professional development and a summary of educational conferences and seminars attended during the previous 30 days. All books, subscriptions and other items obtained pursuant to paragraph A above shall be in the name of the District and at all times shall remain the exclusive property of the District.

C. General Manager shall receive prior Board of Director approval for:

1. Travel and subsistence expenses to courses, conferences, and seminars conducted outside the State of California; and
2. Air travel

#### **SECTION 8 - CELL PHONE REIMBURSEMENT**

General Manager shall be reimbursed monthly at the rate of \$75.00 per month for maintaining a working cell phone, provided that said cell phone provides "24-7" District employee and Board member access to the General Manager. The Board may increase this rate as it may deem necessary by amendment to this Agreement.

#### **SECTION 9 - AUTOMOBILE**

A. General Manager's duties require that he have at all times during his employment with the District the use of a personal automobile. For travel within the course and scope of employment outside San Luis Obispo County, District agrees to pay mileage reimbursement at the then current IRS rate for travel. The Board may

increase the monthly automobile reimbursement as it may deem necessary by amendment to this Agreement.

#### **SECTION 10 - PERFORMANCE REVIEW**

A. During the first twelve (12) months of employment, the General Manager and District shall participate in a minimum of two (2) performance reviews (evaluations) as follows:

1. On or before the sixth (6th) month from the Effective Date, and
2. On or before one year from the Effective Date and each subsequent anniversary of the Effective Date, (the "Anniversary Date").

B. From and after the evaluation referenced in paragraph A(2) above, the General Manager shall receive an annual performance review no later than the Anniversary Date for each succeeding year. The Board President shall provide General Manager with a summary written statement of the Board's findings and provide General Manager with an adequate opportunity to discuss his evaluation with the Board.

C. The Board and General Manager shall annually define such goals and performance objectives which they determine necessary for the District's proper operation, and in the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing.

D. The Board of Directors reserves the right, in its discretion, to review General Manager's performance at any time.

#### **SECTION 11 - TERMINATION AND SEVERANCE PAY**

A. General Manager understands and expressly agrees that he has no constitutionally protected property right or interest in his employment as General Manager. The District and General Manager acknowledge and understand that the dates specified herein are used as dates for which the obligations, duties, and compensation contained herein shall govern the employment relationship, and is not meant to guarantee term certain employment. As such, the parties expressly agree that General Manager is an "at-will" employee and nothing in this Agreement shall prevent, limit or otherwise interfere with the District's right to terminate General Manager's employment at any time, subject only to the provisions of this Section 11, including subsections. Termination shall require a majority vote of the then existing Board. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with General Manager's right to resign at any time subject only to the provisions of this Section 11.

B. The General Manager shall serve at the will and pleasure of the District Board of Directors, and may be terminated with or without cause.

C. In the event the General Manager is terminated without cause by the District Board of Directors prior to the third Anniversary Date from the Effective Date of this Contract, and during such time he is willing and able to perform the General Manager's duties under this Contract, then in that event the District Board of Directors agrees to pay the General Manager a lump sum cash payment ("Severance Pay") equal to twelve (12) months base salary then in effect. If the General Manager is terminated without cause after the third Anniversary Date from the Effective Date of this Contract, the Severance Pay will be calculated by the number days remaining on this contract pursuant to his then monthly salary, and include accrued but unused vacation time, but not sick leave. The District shall deduct all normal withholdings required by law with respect to any amounts paid under this paragraph.

D. In the event General Manager is terminated for cause, the General Manager shall be entitled only to salary earned, but not paid, as of the date of termination; and payment for any accrued vacation, but not sick leave, plus benefits that are lawfully required to be continued. General Manager shall not be entitled to any other compensation, including, without limitation, any severance compensation. For purpose of this Contract, "cause" shall include any of the following during the course of employment with the District:

1. Any material breach by the General Manager of any term or provision of this Contract. A material breach of the Contract shall also include:
  - a. General Manager's failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
  - b. General Manager's misfeasance;
  - c. General Manager's malfeasance;
  - d. Conduct unbecoming the position of District General Manager;
  - e. Failure to perform or habitual neglecting the duties which he/she is required to perform under this Contract.
2. Insobriety while representing the District;
3. Conviction of a misdemeanor involving moral turpitude;

4. Conviction of a felony;
5. Engaging in illegal business practices in connection with the District's business;
6. Misappropriation of the District's assets;
7. Excessive unexcused absences of the General Manager from his/her employment during usual working hours; or

E. In the event General Manager voluntarily resigns his position with District, General Manager shall give District sixty (60) calendar days' written notice in advance, unless the parties otherwise agree in writing. In the event General Manager voluntarily resigns his position with District, the General Manager shall be entitled only to all salary earned, but not paid as of the date of resignation, and payment for any accrued vacation.

#### **SECTION 12 - AUTOMOBILE INSURANCE ON PERSONAL VEHICLES USED FOR DISTRICT BUSINESS**

A. General Manager shall procure and maintain motor vehicle liability insurance coverage, on an "occurrence basis", with companies authorized to do business in the State of California, with coverage of no less than five hundred thousand dollars (\$500,000) per accident for personal vehicles used for District business.

B. The automobile insurance policy shall be endorsed to include the District, its officers, directors, employees and agents as Additional Insureds.

C. Prior to commencing work under this Contract, General Manager shall provide District with a Certificate of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance shall specify that the insurer shall give District thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for non-payment of premium.

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

### **SECTION 13 - OTHER CONDITIONS OF EMPLOYMENT**

A. The Board may set other terms and conditions of employment from time to time, relating to performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, or any Federal, State or local law.

B. Business Expenses - District shall reimburse General Manager for such reasonable and appropriate District-related business and/or travel expenses as are submitted and processed in compliance with the District's policies.

### **SECTION 14 - NOTICES**

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

- A. President, Board of Directors  
Oceano Community Services District  
P.O. Box 599 Oceano, CA 93475
  
- B. Paavo Ogren  
1655 Front Street  
Oceano, CA 93445

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the third day following the date of deposit of such written notice in the course of transmission in the United States Postal Service, with postage fully prepaid.

### **SECTION 15 -INDEMNIFICATION**

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

B. Nothing in this Contract shall expand the District's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act (Government Code Section 825, et seq.) and Government Code Sections 995-996.5.

## SECTION 16 - GENERAL PROVISIONS

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

B. This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to General Manager's employment with the District and contains all of the promises, covenants, and conditions between the parties with respect to such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any parties which are not embodied herein and that no other agreements, statements, or promises not contained in this Agreement shall be valid or binding.

C. This Agreement may be amended or modified only by an instrument in writing, stating the amendment or modification, executed by the parties hereto, approved by the District's Board of Directors, and attached to the end of this Agreement.

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

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

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

G. This Contract shall be binding upon and shall inure to the benefit of the prospective heirs, executors, administrators, successors and assigns of the parties, provided however that the General Manager may not assign obligations hereunder, except as specified herein.

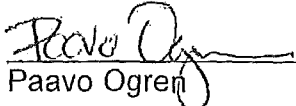
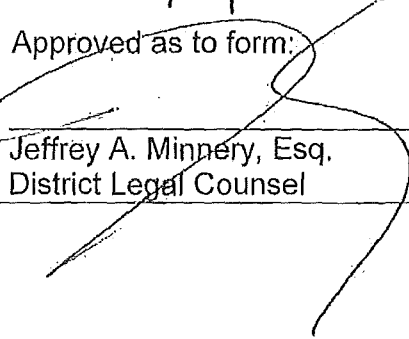



H. General Manager shall not assign this Contract in whole or in part.

I. If it is necessary to either party to this Agreement to institute an action to enforce any right granted hereunder or to redress the breach of any provision of this Agreement, then the prevailing party in such action, in addition to any other award made by the Court, shall be entitled to reasonable attorney's fees and costs incurred in prosecuting such action and the enforcement of any judgment entered in such action, all in an amount to be determined by the Court. Any judgment entered in such action shall include a specific provision authorizing the recovery of attorney's fees and costs incurred in enforcing such judgment.

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

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

<p>GENERAL MANAGER</p> <p> Paavo Ogren</p> <p>DATE: <u>5/30/2014</u></p> <p>Approved as to form:</p> <p> Jeffrey A. Minnery, Esq. District Legal Counsel</p>	<p>DISTRICT</p> <p> Matthew Guerrero, Esq., President</p> <p>DATE: <u>5-30-14</u></p>
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## EXHIBIT A

### GENERAL MANAGER

#### 1. DEFINITION

The General Manager, under policy direction of the Board of Directors, plans, organizes, coordinates and supervises all District functions and activities related to the production and distribution of potable water and the collection and disposal of wastewater and other functions of the District; provides policy guidance and program evaluation to staff and elected officials; encourages and facilitates improvement in the provision of services to customers by District staff; fosters cooperative working relationships with intergovernmental and regulatory agencies, various public and private organizations and District staff; acts as Secretary to the Board of Directors; performs related work as assigned. This position has management status, and is Fair Labor Standards Act (FLSA) exempt.

#### 2. CLASSIFICATION CHARACTERISTICS

The employee in this classification is the Chief Administrative Officer of the District, serves at the pleasure of and is accountable to the Board of Directors for all staff, functions and activities within policy guidance and applicable state and federal laws and regulations.

#### 3. EXAMPLES OF DUTIES (Illustrative Only)

- A. Plans, organizes, coordinates and administers, either directly or through subordinate supervisors, the work of the District in accordance with the adopted goals and objectives of the Board of Directors and applicable laws and regulations.
- B. Directs and coordinates the development and implementation of goals, objectives, policies, procedures and programs for the District; administrative policies, procedures and work standards to assure that goals and objectives are met and that programs provide mandated services in an effective and efficient manner.
- C. Prepares and administers the annual budget and quarterly budget reviews for the District; reviews all District expenditures; provides financial management for the District.
- D. Acts as Secretary for the Board of Directors; advises the Board on issues and programs; prepares and recommends long-range plans for District

funding and service provisions and directs the development of specific proposals for action regarding current and future District needs.

- E. Assures that appropriate notice of Board meetings is posted and that other legal notification requirements are met, pursuant to the Brown Act and all applicable laws.
- F. Represents the Board and the District in contacts with governmental, administrative, and regulatory agencies, community groups and various businesses, professional and legislative organizations and District customers; acts as a District liaison with the media.
- G. Directs and reviews special studies; provides for contract services as required and administers various service, construction and equipment contracts; coordinates the review and approval of development plans and specifications with the District's engineer(s) and/or operator(s) for conformance with District standards on behalf of the District.
- H. Provides for the recruitment, selection, and retention of District staff; administers discipline as required; provides guidance and direction to staff regarding policies, procedures, and State and Federal law.
- I. Prepares a variety of timely correspondence, policies, procedures, reports, minutes and other written materials, including staff reports, in accordance with the Brown Act and applicable deadlines.
- J. Maintains and directs the maintenance of working and official District files.
- K. Assures that the Board is kept informed of District program and financial status and of legal, social and economic issues affecting District activities.
- L. In concert with the District Counsel, monitors changes in the law and operational process changes that may affect District operations; implements operational and procedural modification as required.
- M. Other duties as required.

#### 4. EMPLOYMENT STANDARDS

##### Knowledge of:

- A. Administrative and leadership principles and practices, including goal setting, program development, implementation and evaluation, the management of employees and team building experience.

- B. Principles, practices and procedures of public administration in a special district setting.
- C. Functions, authority, responsibilities and limitations of an elected Board of Directors.
- D. Principles and practices of potable water production, treatment and distribution.
- E. Applicable legal guidelines and standards effecting District operations, confidentiality and transparency to the public.
- F. Techniques for dealing with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds, in person and over the telephone, occasionally when relations may be confrontational or strained.
- G. Spanish language is desirable.
- H. Knowledge of Public Information Officer duties and social media outlets.

Skill in:

- A. Planning, organizing, administering, coordinating, reviewing and evaluating a variety of District programs and activities.
- B. Working cooperatively with and accomplishing implementation of the policies of an elected Board of Directors.
- C. Developing and implementing goals, objectives, policies, procedures, work standards and internal controls.
- D. Developing and administering an annual budget, and quarterly budget reviews.
- E. Cooperating and coordinating with external auditors in preparing and complying with annual audit requirements.
- F. Interpreting, applying and explaining, in coordination with District legal counsel, complex laws, codes and regulations.
- G. Preparing clear and concise reports, correspondence and other written materials, including timely staff reports for the Board meetings.
- H. Reviewing, understanding and explaining, in coordination with the District's engineer(s) and / operator(s) infrastructure reports, plans, specifications and engineering documents.

- I. Using initiative and independent judgment within general policy guidelines.
- J. Making public presentations and conducting public hearings.
- K. Using fact, discretion and prudence in dealing with those contacted in the course of the work.

Physical Characteristics:

Job may require limited physical exertion, including bending, stooping\ lifting up to 50 pounds, and walking up to two miles. Reasonable accommodation will be made for any applicant as necessary.

Working Conditions:

- A. Attend meetings outside of normal working hours.
- B. Liaison with other Special Districts, County Government, and Municipal Authorities.

Licensing and Certification:

- A. Must possess a valid California Class C driver's license and have a satisfactory driving record.
- B. Must be bondable by District's fidelity bond insurer.

Education and Experience:

Equivalent to graduation from a four-year college or university with a bachelor's degree or higher in business administration, public administration, or a related field and five (5) years' experience in an increasingly responsible public agency management position, preferable a Special District. Familiarity with water and/or wastewater processes is desirable.

## 1. SUMMARY OF ACCOUNTING RESPONSIBILITIES

Provide professional level administrative, procedural, programmatic and/or budgetary and related analysis and support for the Board of Directors; perform routine to complex accounting work related to the preparation and maintenance of general accounting and financial records, the audit of financial transactions and the production of reports and statements for the District; establish accounting systems and develop appropriate policies and procedures; facilitate administrative support to the organization.

## 2. EXAMPLES OF DUTIES

- A. Conduct administrative, operational, budgetary, accounting or other informational and research projects related to the functions and activities of the District.
- B. Analyze alternatives and makes recommendations regarding such matters as budget development, administrative policies, staffing, facilities, productivity, customer service process, information systems hardware and software and procedure development and implementation.
- C. Write, prepare and coordinate agenda items for the Board of Directors and its committees; assure that all supporting documentation is included with such items; follow-up on governing or policy body actions as required.
- D. Provide staff support to the Board of Directors.
- E. Attend to a variety of office administrative details, such as making travel arrangements, coordinating materials and supply orders, preparing agreements, arranging for equipment purchase and maintenance and serving on various task forces and committees.
- F. Prepare information for periodic funding agency or related audits; maintain funding agency records and prepare reports as required.
- G. Provide contract service oversight and support; coordinate purchasing activities; review requests for payment, assure that work was performed and/or materials delivered and process invoices.
- H. Confer with and represent the District in meetings with representatives of governmental, community, business, professional and public agencies and the public; may attend Board meetings and make presentations.
- I. Compile figures for the preparation of the District budget; make standard projections for payroll and other costs; research capital improvement and equipment costs; input draft and final budget information and produce final budget documents.
- J. Coordinate a variety of departmental personnel activities; process personnel and payroll forms; assure that forms and requests are in conformance with rules and regulations.
- K. Maintain accurate records and files related to areas of assignment.
- L. Prepare a variety of technical, statistical and narrative reports, letters, memos and other written materials.

- M. May plan, assign, direct, review and evaluate the work of technical or office support staff on a project or day-to-day basis.
- N. Use standard office equipment, including a computer, in the course of the work; may drive a motor vehicle to attend meetings and visit work sites.
- O. Prepare and maintain control of the general ledger and all related financial information.
- P. Process District payroll and retirement program and all related quarterly and annual reports as required.
- Q. Maintain investment records for the District; assure that adequate funds are available to meet daily cash operating requirements.

Knowledge of:

- A. District functions and activities.
- B. Computer applications related to the work.
- C. Principles and practices of general and fund accounting.
- D. Principles and practices of auditing financial documents and records.
- E. Basic principles and practices of budget development and administration.
- F. Business arithmetic.
- G. Standard office practices and procedures, including filing and the operation of standard office equipment.
- H. Record keeping principles and practices.
- I. Correct business English, including spelling, grammar and punctuation.
- J. Techniques for dealing with the public, in person and over the telephone.
- K. Applicable laws, codes and regulations.
- L. Basic principles and practices of public administration.
- M. Basic data sampling and statistical analysis techniques.
- N. Basic budgetary and accounting practices and terminology.
- O. Basic supervisory principles and practice.