

MIDWAY CITY SANITARY DISTRICT
REGULAR MEETING
BOARD OF DIRECTORS
DISTRICT OFFICE
14451 CEDARWOOD AVENUE
WESTMINSTER, CA

TELECONFERENCE MEETING CALL IN
<https://meet.goto.com/MCSD1939/regularboardmeeting>
1(646)749-3129/ACCESS# 910-264-741

AGENDA PACKETS ARE AVAILABLE AT THE DISTRICT OFFICE ADDRESS ABOVE.
YOU MAY ALSO OBTAIN A COPY OF THE AGENDA PACKET BY EMAILING US AT
INFO@MCSANDST.COM OR BY CALLING THE DISTRICT AT (714)893-3553

Tuesday, February 21, 2023
5:30 P.M.

COVID-19 PUBLIC SERVICE ANNOUNCEMENT

THIS MEETING WILL BE CONDUCTED BOTH IN-PERSON AND VIA TELECONFERENCING PURSUANT TO THE PROVISIONS OF ASSEMBLY BILL 361 AND GOVERNMENT CODE SECTION 54953(e). MEMBERS OF THE PUBLIC WHO WISH TO COMMENT ON MATTERS BEFORE THE BOARD, IN LIEU OF DOING SO TELEPHONICALLY OR IN PERSON, MAY SUBMIT COMMENTS BY EMAILING INFO@MCSANDST.COM NO LATER THAN 3:00 P.M. THE DAY BEFORE THE MEETING. THE COMMENTS WILL BE PROVIDED TO THE BOARD AS PART OF THE MEETING RECORD AND MADE AVAILABLE TO THE PUBLIC. IN LIGHT OF HEALTH RISKS ASSOCIATED WITH COVID-19, MEMBERS OF THE PUBLIC ARE STRONGLY ENCOURAGED TO PARTICIPATE IN THIS MEETING TELEPHONICALLY AND TO CONSIDER VERY CAREFULLY BEFORE ATTENDING THIS MEETING IN PERSON. MEMBERS OF THE PUBLIC ATTENDING IN PERSON WILL BE ASKED TO MAINTAIN A SIX-FOOT DISTANCE FROM OTHERS. PLEASE DO NOT ATTEND THIS MEETING IN PERSON IF YOU HAVE TESTED POSITIVE FOR CORONAVIRUS (COVID-19), IF YOU ARE EXPERIENCING SYMPTOMS SUCH AS COUGHING, SNEEZING, FEVER, DIFFICULTY BREATHING OR OTHER FLU-LIKE SYMPTOMS, OR IF YOU HAVE HAD DIRECT CONTACT WITH SOMEONE WHO HAS TESTED POSITIVE FOR CORONAVIRUS OR IS EXPERIENCING SUCH SYMPTOMS.

AGENDA

OUR MISSION STATEMENT

THE BOARD OF DIRECTORS AND EMPLOYEES OF MIDWAY CITY SANITARY DISTRICT WORK DILIGENTLY TO PROVIDE SEWER AND SOLID WASTE SERVICES TO THE RESIDENTS OF THE DISTRICT. OUR TOP PRIORITY IS TO ACCOMPLISH THIS IN AN ETHICAL, EFFICIENT, AND COST-EFFECTIVE MANNER THAT WILL PROTECT THE HEALTH AND SAFETY OF THOSE WE SERVE.

In accordance with the requirements of California Government Code Section 54954.2, this Agenda is posted not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2, or as set forth on a Supplemental Agenda posted not less than 72 hours prior to the meeting.

Please Note: The District complies with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact the District's Secretary at (714) 893-3553, at least one business day prior to the meeting so that we may accommodate you.

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND INVOCATION

2. ROLL CALL

3. PUBLIC COMMENTS:

All persons wishing to address the Board on specific Agenda items or matters of general interest should do so at this time. As determined by the President, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three (3) minutes.

4. APPROVAL OF THE MINUTES OF THE REGULAR MEETING ON FEBRUARY 7, 2023 & THE MINUTES OF THE SPECIAL MEETING ON FEBRUARY 11, 2023 *(Roll Call Vote)*

5. APPROVAL OF EXPENDITURES

- A. Approval of Demands in the Amount of \$173,563.19 *(Roll Call Vote)*
- B. Approval of Revised 02-07-23 Demands in the Amount of \$700,936.57 *(Roll Call Vote)*

6. REPORTS

The President, General Manager, General Counsel and other staff present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

- A. Report of President
- B. Report of Interim General Manager
- C. Report from Outreach Committee Meeting on February 8, 2023
- D. Report from Me Vietnam Outreach on February 9, 2023
- E. Report from Franchise Committee Meeting on February 10, 2023
- F. Report from Board Off-Site Special Meeting on February 11, 2023
- G. Report from District Employee Luncheon on February 15, 2023
- H. Report from OC SAN District Special Meeting on February 15, 2023

7. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and will be acted upon at the same time unless separate discussion and/or action is requested by a Board Member, the public, or staff. **(Roll Call Vote)**

- A. Approve and File the Treasurer's Investment Report for January 2023
- B. Approve the 2nd Quarter Fiscal Year 2022-2023 Financial Reports and Budget Review
- C. Approve Fiscal Year 2022-2023 Budget Adjustments No. 2
- D. Approve Attendance to the 70th Assembly District Open House March 16, 2023, for Board Members and Staff Who Wish to Attend
- E. Approve Attendance to the California Special District Association (CSDA) Special District Legislative Days in Sacramento, May 16-17, 2023, for Board Members and Staff Who Wish to Attend
- F. Approve the February 10, 2023, Franchise Committee Report

8. OLD BUSINESS

- A. Consider Approval of Additional Services Provided by Rengel+CO Architects, in the Amount of \$278,705.50 for the District's Building and Solar Project and Authorize the Interim General Manager to Execute Amendment No. 1 **(Roll Call Vote)**

9. NEW BUSINESS

- A. Consider the Creation of a Building Project Ad Hoc Committee for the Purposes of Reviewing Matters Related to the District's Building and Solar Project **(Roll Call Vote)**
- B. Consider Approval of the Outreach Committee Recommendations **(Roll Call Vote)**
- C. Consider Authorizing the Purchase of Three (3) New Mack CNG Solid Waste Collection Trucks for the Solid Waste Department in the Amount of \$1,349,819.49 **(Roll Call Vote)**
- D. Consider Approval to Change the Midway City Sanitary District's Internet Domain Name and Changing from a .com to .gov **(Roll Call Vote)**
- E. Consider and Approve Scheduling the Public Budget Workshops/Study Sessions and Public Hearing for Budget Adoption for Fiscal Year 2023-2024 **(Roll Call Vote)**
- F. Appointment of Labor Negotiators Regarding General Manager Position **(Roll Call Vote)**

10. INFORMATIONAL ITEMS

- A. Special District Risk Management Authority (SDRMA) Spring Education Day 03-22-2023

11. BOARD CONCERNS/COMMENTS

12. GM/STAFF CONCERNS/COMMENTS

13. GENERAL COUNSEL CONCERNS/COMMENTS

14. CLOSED SESSION

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

A. PUBLIC EMPLOYEE EMPLOYMENT / APPOINTMENT

(Government Code Section 54957(b)(1))

Title: General Manager

B. CONFERENCE WITH LABOR NEGOTIATORS

(Government Code Section 54957.6)

Agency Designated Representatives: To be Appointed in Open Session Prior to Closed Session. Unrepresented Employee: Robert Housley

C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Designated Representatives: Interim General Manager Robert Housley and Labor Counsel Joseph Larsen, Employee Organization: American Federation of State, County, and Municipal Employees, LOCAL 1734-01

15. ADJOURNMENT TO TUESDAY, MARCH 7, 2023

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE MIDWAY CITY
SANITARY DISTRICT OF ORANGE COUNTY
14451 CEDARWOOD AVENUE
WESTMINSTER, CA 92683**

February 7, 2023

CALL TO ORDER

President Pro Tem M. Nguyen called the regular meeting of the Governing Board of the Midway City Sanitary District to order at 14451 Cedarwood Avenue, Westminster, California on Tuesday, February 7, 2023 at 5:40 PM.

BOARD MEMBERS PRESENT:

Tyler Diep arrived 6:00 PM
Sergio Contreras
Chi Charlie Nguyen
Mark Nguyen
Andrew Nguyen

OTHERS PRESENT:

James Eggart, General Counsel
Mike Carey, CR&R
Julie Barreda, CR&R
Sabrina Marquez, CR&R
John Morgan, Assoc. President at Bishop PI
Zeki Kayiran, AKM Consulting Engineers
Diann Pay, AKM Consulting Engineers

STAFF PRESENT

Robert Housley, Interim General Manager & Finance/HR Director
Cynthia Olsder, Executive/Board Secretary

PLEDGE AND INVOCATION

Director C. Nguyen led the Pledge of Allegiance. Interim General Manager R. Housley gave the Invocation.

PUBLIC COMMENTS

John Morgan, the president of the association for the Bishop Place on Bolsa Avenue, addressed the Board regarding complaints about CR&R's trash collection service, including missed pickups, oil leaking from the back of trucks onto the streets, and bin lids being left open.

Interim General Manager Robert Housley advised the Board that Staff had been made aware of the complaints and confirmed that CR&R was notified immediately.

Julie Barreda with CR&R addressed the Board and Mr. Morgan regarding Mr. Morgan's complaints. She explained that the missed pickup was caused by a truck that broke down and a new driver being assigned to that route. She informed Mr. Morgan that the driver would be advised to close the lids after emptying the trash and indicated she would advise

her superiors regarding the complaint about leaking trucks and work with her team on developing a way to prevent leaks from the truck around the area. She also indicated that CR&R agreed to give Bishop Place credit for the missed pickup.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF JANUARY 17, 2023
(Roll Call Vote)

A motion was made by Director S. Contreras, seconded by Director A. Nguyen, to approve the minutes of the regular meeting of January 17, 2023. The motion was approved by the following 4-0 roll call vote:

AYES: A. Nguyen, C. Nguyen, M. Nguyen, S. Contreras
 NAYS:
 ABSTAIN:
 ABSENT: T. Diep

APPROVAL OF EXPENDITURES *(Roll Call Vote)*

A. Demands in the amount of \$479,427.97

#	CR #	DATE	AMOUNT	VENDOR CHECKS:	MEMO:
1	14310	1/11	1,516.00	Advanced Thermal Products, Inc	DOT random drug and alcohol testing
2	14311	1/11	190.00	Alejandra Cruz	Employee breakfast 01/06/23
3	14312	1/11	240.00	Ayala's Car Wash	Washing and cleaning of district's fleet
4	14313	1/11	157.00	Cameron Welding Supply	Oxygen and propane welding supplies for shop
5	14314	1/11	5,000.00	City of Westminster	Sponsorship for 2023 Tet Parade
6	14315	1/11	500.00	Coountry City Towing	Tow service for NG-6 and NG-3
7	14316	1/11	795.00	CRC Cloud	Monthly maintenance & Support
8	14317	1/11	889.68	Los Angeles Freightliner	Power steering pump for NG-12
9	14318	1/11	330.00	MemorialCare Medical Foundation	DMV physicals and random drug testing - all departments
10	14319	1/11	289.00	Petty Cash - Robert Housley	Jan-2023 Petty Cash employee luncheon
11	14320	1/11	4,360.93	SDRMA - Employee Benefits	Dental and vision benefits
12	14321	1/11	251.60	Snap-On Tools	Tools for Service truck and repair electrical tools
13	14322	1/11	26.96	SoCal Auto & Truck Parts, Inc.	Tools and supplies for shop use
14	14323	1/11	27,108.25	SoCalGas	Natural Gas for offices, shop, and wash rack
15	14324	1/11	254.98	UniFirst Corporation	Employee uniform & laundry services
16	14325	1/11	255,082.22	Woodcliff Corporation - Contractor	Building project pay application #3 Dec-2022
17	14326	1/11	13,425.38	Woodcliff Corporation - Escrow Account	Building project pay application #3 - Retention payment
18	14327	1/13	150.00	Dmtech	Design artwork for TET
19	14328	1/19	782.08	Agility Fuel Solutions	CNG kill cap for solid waste truck
20	14329	1/19	1,777.50	Alignment Express of CA, Inc.	Repairs to the dash cluster on NG-5
21	14330	1/19	313.88	AT&T Mobility (First Net)	Cell phone service
22	14331	1/19	630.00	Ayala's Car Wash	Washing and cleaning of district's fleet
23	14332	1/19	3,165.74	Bodyworks Equip. Inc.	Heil parts for solid waste trash truck
24	14333	1/19	219.26	Cameron Welding Supply	Oxygen and propane welding supplies for shop
25	14334	1/19	340.81	City of Westminster-Water Billing	Westminster lift station water
26	14335	1/19	84.94	City of Westminster Hydrant	Hydrant water service Jan-2023
27	14336	1/19	296.88	Clean Energy	CNG Station site inspection
28	14337	1/19	605.37	CRC Cloud	Monthly maintenance & Support
29	14338	1/19	322.13	Daniels Tire Service	Restock tires for solid waste
30	14339	1/19	1,850.70	Dartco Transmission Sales & Srvs.	Transmission repairs to NG-5 Solid Waste
31	14340	1/19	1,382.98	Driveshaftpro	Driveshaft for solid waste trucks
32	14341	1/19	482.10	Haaker Equipment Co.	Filler hoses (Q2)

33	14342	1/19	3,856.97	Hydraulic Solutions And Supplies	Hydraulic cylinders for trash truck
34	14343	1/19	1,150.00	Me Viet Nam Productions	30 Minute Talk Show 12/15 - 12/16/22
35	14344	1/19	828.36	Merchants Building Maintenance, LLC	Janitorial services Jan-2023
36	14345	1/19	189.00	Petty Cash - Robert Housley	Jan-2023 Petty Cash
37	14346	1/19	100.00	Pitney Bowes /Purchase Power	Postage for Dec-2023
38	14347	1/19	468.44	Snap-On Tools	Tools for Service truck and repair electrical tools
39	14348	1/19	1,914.01	SoCal Auto & Truck Parts, Inc.	Tools and supplies for shop use
40	14349	1/19	76.59	SoCalGas	Natural Gas for offices, shop, and wash rack
41	14350	1/19	1,349.00	Spectrum Enterprise (Time Warner Cable)	Internet Services Jan-2023
42	14351	1/19	250.18	UniFirst Corporation	Employee uniform & laundry services
43	14352	1/19	1,650.00	VNCR	Radio talkshow 15 minutes 01/13 - 01/23/23
44	14353	1/19	10,028.00	Woodruff, Spradlin & Smart	Legal Services Dec -2022
45	14354	1/26	468.96	AT&T (Brookhurst Lift Station)	Brookhurst Dec - 2022
46	14355	1/26	300.00	Ayala's Car Wash	Washing and cleaning of district's fleet
47	14356	1/26	713.63	Cameron Welding Supply	Oxygen and propane welding supplies for shop
48	14357	1/26	125.00	County of Orange Treasurer-Tax Collector	WEROC emergency radio Q3 cost 1/01/23 - 03/31/23
49	14358	1/26	48.49	CRC Cloud	Monthly maintenance & Support
50	14359	1/26	488.01	Daniels Tire Service	Restock tires for solid waste
51	14360	1/26	878.13	Dartco Transmission Sales & Srvs.	Restock transmission filter for solid waste trucks
52	14361	1/26	601.51	Golden Bell Products	(1) 55-Gallon super butyl for shop
53	14362	1/26	1,742.52	Los Angeles Freightliner	Power steering pump for NG-10
54	14363	1/26	1,099.64	Motion and Flow Control Products, Inc.	Hydraulic hoses for solid waste trucks and the forklift
55	14364	1/26	33.90	Pre-Paid Legal Services, Inc.	Prepaid legal Jan-2023
56	14365	1/26	10,998.50	PumpMan	Q3 Lift station pump system maintenance
57	14366	1/26	171.50	Rutan & Tucker, LLP	Legal Services Dec-2022
58	14367	1/26	1,905.15	Safety-Kleen Systems, Inc.	Hydraulic oil for solid waste trucks
59	14368	1/26	89.02	Spectrum Enterprise (Time Warner Cable)	Internet Services Jan-2023
60	14369	1/26	250.18	UniFirst Corporation	Employee uniform & laundry services
61			\$ 364,596.06	CHECKS SUBTOTAL	
62					
63				PAYROLL:	MEMO
64	ACH		\$ 82,428.67	Paychex	Employee Payroll - Checks, Taxes, & Direct Deposits
65	ACH		\$ 6,737.36	Nationwide Retirement Solutions	457 Deferred Compensation (Employees)
66	ACH		\$ 7,939.13	Paychex	Board of Directors Payroll - Checks, Taxes, & Direct Deposits
67	ACH		\$ 846.00	Nationwide Retirement Solutions	457 Deferred Compensation (Board of Directors)
68			\$ 97,951.16	ACH TRANSFERS SUBTOTAL	
69					
70				ACH PAYMENTS:	MEMO
71	ACH		\$ 360.50	Paychex	Time & Attendance Nov - 2022
72	ACH		\$ 66.00	WEX Health	HRA Monthly Fee for Nov-2022
73	ACH		\$ 16,454.25	CalPERS	Retirement Contributions for 12/12 - 12/25/2022
74			\$ 16,880.75	ACH TRANSFERS SUBTOTAL	
75					
76			\$ 479,427.97	TOTAL EXPENDITURES (ACCOUNTS PAYABLE CHECKS, PAYROLL, ACH TRANSFERS)	
77					
78				BANK TRANSFERS:	
79	UB	12/28	\$ 2,584,000.00	Transfer Funds from UB Money Market to UB Checking	
80	UB	12/29	\$ 2,500,000.00	Transfer Funds from Union Bank Checking to LAIF	
81	UB	1/3	\$ 2,072,024.10	Transfer Funds from UB Money Market to UB Checking	
82	UB	1/4	\$ 2,000,000.00	Transfer Funds from Union Bank Checking to LAIF	
83			\$ 9,156,024.10	BANK TRANSFERS	

A motion was made by Director C. Nguyen, seconded by Director S. Contreras, to approve the expenditures in the amount of \$479,427.97. The motion was approved by the following 4-0 roll call vote:

AYES: S. Contreras, A. Nguyen, C. Nguyen, M. Nguyen

NAYS:

ABSTAIN:

ABSENT: T. Diep

REPORTS

Report of President

None

Report of Interim General Manager

Interim GM R. Housley reported that the City had given its approval to the landscaping plans. Additionally, he's actively working with the architect to enlarge the building's entrance lobby to accommodate more clients.

Interim GM R. Housley reported that there was a sewer spill in the evening of January 31, 2023 on Newland just north of Bolsa. The State Resources Water Control Board and the County Health Department were both informed, and the appropriate reports were filed. The sewer crew has added this area to their work lists so that it will be checked regularly going forward.

Interim GM R. Housley reported that Milo Ebrahimi was offered and accepted the Engineering position. His anticipated start date is March 20, 2023.

Report from CR&R – Quarterly Tonnage Report

Sabrina Marquez from CR&R provided a report to the Board. She reported that the 2022 4th quarter year ending diversion percentage for residential tonnage was 52.27%, multi-family was at 35% and commercial was 33%, for an overall tonnage of 43%.

Report from the District Luncheon on January 18, 2023

The Directors were all present. They commented that it was a good opportunity to connect with staff and that everyone appeared to be enjoying it.

Report from Westminster Tet Parade on January 22, 2023

President T. Diep, Director A. Nguyen, Director S. Contreras and Director M. Nguyen attended the Parade. They commented that the parade was eventful and well organized. Additionally, they thanked staff employees for their assistance in preparing the District for the Parade.

Report from OC SAN District Meeting on January 25, 2023

Director A. Nguyen reported that the purpose of the meeting was to honor GM J. Herberg for his 30 years of service and devotion and to appoint R. Thompson as the new general manager.

Report from ISDOC Virtual Quarterly Meeting on January 26, 2023

President T. Diep, Director S. Contreras and Director C. Nguyen attended the meeting and provided a report. It was reported that the meeting was informative but long. President T. Diep arrived at 6:00 PM and assumed chairmanship of the meeting.

CONSENT CALENDAR

- A. Approve attendance at the 2023 Water and Wastewater Tri-State Seminar being held at the South Point Hotel in Las Vegas, Nevada August 7-10, 2023

A motion was made by Director S. Contreras, seconded by Director S. Contreras, to approve the Consent Calendar. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

OLD BUSINESS

None

NEW BUSINESS

- A. Discussion of the Commercial Franchise Agreement Between the Midway City Sanitary District and CR&R and Franchise Committee Goals and Priorities

A staff report was provided and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director S. Contreras, to receive and file the report. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

- B. Consider Approval of Amendment to Agreement with AKM Consulting Engineering to Include Update to the District's Spill Emergency Response Plan Within the Scope of Services and Authorize the Interim General Manager, Robert Housley to Execute the Amendment.

A staff report and recommendations were provided and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director S. Contreras, to select Proposal 1 (Basic Spill Emergency Response Plan) for update to the District's Spill Emergency Response Plan at a not to exceed cost of \$30,884 and to authorize the Interim General Manager to enter into and execute an amendment to the Professional Services Agreement with AKM Consulting Engineers, in a form approved by General Counsel, to amend the scope of work and not-to-exceed compensation under the Agreement to incorporate the update to the District's Spill Emergency Response Plan

and to increase the Consulting Services Budget by \$30,884. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

C. Consider rescheduling the May 2, 2023 and June 20, 2023 Regular Board Meetings

A staff report and recommendations were provided and considered by the Board. A motion was made by Director C. Nguyen, seconded by Director S. Contreras, to cancel the May 2, 2023 Regular Board Meeting and to move the June 20, 2023 Regular Board Meeting to June 27, 2023. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

D. Consider Approval of Additional Services Provided by Rengel+CO Architects, in the Amount of \$278,705.50 for the District's Building and Solar Project

A staff report and recommendations were provided and considered by the Board. Director C. suggested creating an Ad Hoc Committee to oversee the Project and review proposed change orders.

A motion was made by Director C. Nguyen, seconded by Director M. Nguyen, to table this matter until the February 21, 2023 regular meeting. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

A second motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to direct Staff to agendaize for the February 21, 2023 Regular Meeting consideration of the creation of an Ad Hoc Committee concerning the Project. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep

NAYS:

ABSTAIN:

ABSENT:

E. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, MAKING SPECIFIED FINDINGS AND REAUTHORIZING THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 AND GOVERNMENT CODE SECTION 54953(e) FOR MEETINGS OF THE MIDWAY CITY SANITARY DISTRICT BOARD OF DIRECTORS AND OTHER DISTRICT COMMITTEES SUBJECT TO STATE OPEN MEETINGS LAWS

A motion was made by Director C. Nguyen, seconded by Director S. Contreras, to approve adoption of Resolution No. 2023-03. The motion was approved by the following 5-0 roll call vote:

AYES: S. Contreras, A. Nguyen, M. Nguyen, C. Nguyen, T. Diep
NAYS:
ABSTAIN:
ABSENT:

INFORMATIONAL ITEMS

- A. ISDOC Executive Committee 3rd Vice President and Secretary Vacancy
- B. 2023-24 Worker’s Compensation Experience Modification Factor

Received and file.

BOARD CONCERNS/COMMENTS

Director A. Nguyen thanked staff for their help in getting ready for the Tet Parade.

Director C. Nguyen thanked the District for collaborating with the City of Westminster in the Tet Parade.

GM/STAFF CONCERNS/COMMENT

Interim GM R. Housley reminded the Directors of the upcoming Outreach Committee Meeting on Wednesday, February 8, 2023, the Franchise Committee Meeting on Friday February 10, 2023, and the Board Off-Site Meeting on Saturday, February 11, 2023. He also reminded the Board that the next Employee Luncheon would take place on February 15, 2023 at 11:30 AM.

GENERAL COUNSEL CONCERNS/COMMENTS

None

CLOSED EXECUTIVE SESSION

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)
Agency Designated Representatives: Interim General Manager Robert Housley and Labor Counsel Joseph Larsen, Employee Organization: American Federation of State, County, and Municipal Employees, LOCAL 1734-01

The Board did not convene into closed session.

ADJOURNMENT

President T. Diep adjourned the meeting at 6:59 PM to the next Board meeting to be held at the District on Tuesday, February 21, 2023 at 5:30 PM.

Andrew Nguyen, Secretary

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE MIDWAY CITY
SANITARY DISTRICT OF ORANGE COUNTY
OFF-SITE STUDY SESSION
SEAFOOD COVE II RESTAURANT
9211 BOLSA AVENUE STE 106
WESTMINSTER, CA**

February 11, 2023

CALL TO ORDER

President T. Diep called the special meeting of the Governing Board of the Midway City Sanitary District to order at 9211 Bolsa Avenue, Westminister, California on Saturday, February 11, 2023 at 9:00 AM.

BOARD MEMBERS PRESENT:

Tyler Diep
Sergio Contreras
Chi Charlie Nguyen
Mark Nguyen
Andrew Nguyen

STAFF PRESENT:

Robert Housley, Interim General Manager
& Finance/HR Director

PUBLIC COMMENTS: None

NEW BUSINESS

A. Board Workshop on Organization Goals and Strategic Priorities

The Board of Directors and the Interim General Manager, Robert Housley, discussed organizational goals and strategic priorities for the District. Topics discussed included: increasing landfill diversion, expanding educational and outreach programs to the community, being more involved in organizations like California Special District's Association and their awards programs, looking for additional investment and capital investment opportunities, exploring grant opportunities, exploring additional opportunities to partner with other agencies to serve the local community, evaluating succession planning, evaluating long-term operational and financial planning, and evaluating and increasing staffing levels to achieve these goals and strategic priorities for the District. It was also the consensus of the Board that the Interim General Manager, Robert Housley, will provide periodic updates and recommendations to the Board throughout the year and the Board will reevaluate the District's goals and strategic priorities annually.

ADJOURNMENT

President T. Diep adjourned the meeting at 10:32 AM.

Andrew Nguyen, Secretary

AGENDA ITEM 5A

Date: FEBRUARY 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Director of Finance & Human Resources

Subject: Approval of Demands in the Amount of \$173,563.19

BACKGROUND

The laws of the State of California governing Special Districts provide that the Midway City Sanitary District Board of Directors shall review for approval all payments made by the District.

A Register of Demands is provided at each regular Midway City Sanitary District Board Meeting describing each payment made or to be made by the District during the specified period. The report is designed to communicate fiscal activity based upon adopted and approved budget appropriations.

The demands on the attached register have been duly reviewed by the Treasurer.

FISCAL IMPACT

The total value of demands for this period is \$173,563.19. This includes expenses, payroll and payroll related disbursements.

Sufficient funds are available to process all payments.

RECOMMENDATION

Staff recommends that the Board of Directors review and approve the attached Register of Demands.

**DISBURSEMENTS FOR
February 21, 2023**

#	CK #	DATE	AMOUNT	VENDOR CHECKS:	MEMO:
1	14370	2/2	335.00	Advanced Workplace Strategies, Inc.	DOT random drug and alcohol testing
2	14371	2/2	2,678.06	Atlas Radiator, Inc.	Radiator repair for NG-9 for trash truck
3	14372	2/2	590.00	Ayala's Car Wash	Washing and cleaning of district's fleet
4	14373	2/2	3,694.16	Clean Energy	CNG Station site inspection
5	14374	2/2	1,090.00	CliftonLarsonAllen, LLP	Final billing for FYE 06.30.2022 state controllers report
6	14375	2/2	1,335.00	CRC Cloud	Maintenance & support Feb -2023 plus yearly backup software licensing service
7	14376	2/2	149.23	Cummins Pacific LLC	O-ring seals for engine for solid waste truck
8	14377	2/2	2,136.29	Daniels Tire Service	Restock tires for solid waste
9	14378	2/2	612.53	Frontier Communications	District office phones & lift stations
10	14379	2/2	21.86	Hose-Man, Inc.	Fittings for T9 pump for solid waste trucks
11	14380	2/2	24,280.33	Orange County Sanitation District	Permit Fees Jan-2023
12	14381	2/2	372.01	Snap-On Tools	Tools for shop use
13	14382	2/2	37.44	SoCal Auto & Truck Parts, Inc.	Radiator cap for solid waste trucks
14	14383	2/2	9,132.19	Southern California Edison	District Offices, CNG station, and lift stations
15	14384	2/2	1,247.04	Standard Insurance Company Life	Life Insurance & AD&D premiums
16	14385	2/2	300.00	Streamline	Website monthly member fee
17	14386	2/2	3,758.03	Tell Steel	Body flooring material for solid waste trucks
18	14387	2/2	31.00	Underground Service Alert	Underground dig alerts Jan-2023
19	14388	2/2	250.18	UniFirst Corporation	Employee uniform & laundry services
20	14389	2/2	91.47	Union Bank (NC)	Office supplies
21	14390	2/2	8,814.43	US Bank Corporate Payment System	District credit cards
22	14391	2/9	39.19	City of Westminster-Water Billing	Westminster lift station water
23	14392	2/9	4,514.51	Cummins Pacific LLC	Ignition coil extensions for solid waste trucks
24	14393	2/9	2,135.41	Daniels Tire Service	Restock tires for solid waste
25	14394	2/9	1,098.22	PSI	Steamer repair for the wash rack machine
26	14395	2/9	1,000.00	Shuster Advisory Group, LLC	Q4 2022 advisory fee for 457(b) & OBRA plans
27	14396	2/9	543.06	Snap-On Tools	Tools for shop use
28	14397	2/9	669.40	SoCal Auto & Truck Parts, Inc.	Restock shop and flasher for NG-2
29	14398	2/9	515.66	Staples Business Credit	Restock office supplies for Jan-2023
30	14399	2/9	250.18	UniFirst Corporation	Employee uniform & laundry services
31			\$ 71,721.88	CHECKS SUBTOTAL	
32					
33				PAYROLL:	MEMO
34	ACH	2/1	\$ 846.00	Nationwide Retirement Solutions	457 Deferred Compensation (Board of Directors)
35	ACH	2/3	\$ 7,939.13	Paychex	Board of Directors Payroll - Checks, Taxes, & Direct Deposits
36	ACH	2/8	\$ 71,746.58	Paychex	Employee Payroll - Checks, Taxes, & Direct Deposits
37	ACH	2/8	\$ 6,213.02	Nationwide Retirement Solutions	457 Deferred Compensation (Employees)
38			\$ 86,744.73	ACH TRANSFERS SUBTOTAL	
39					
40				ACH PAYMENTS:	MEMO
41	ACH	1/11	\$ 15,096.58	CalPERS	Retirement Contributions for 01/23 - 02/05/23
42			\$ 15,096.58	ACH TRANSFERS SUBTOTAL	
43					
44			\$ 173,563.19	TOTAL EXPENDITURES (ACCOUNTS PAYABLE CHECKS, PAYROLL, ACH TRANSFERS)	

AGENDA ITEM 5B

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Approval of Revised 02-07-23 Demands in the Amount of \$700,936.57

BACKGROUND

The laws of the State of California governing Special Districts provide that the Midway City Sanitary District Board of Directors shall review for approval all payments made by the District.

A Register of Demands is provided at each regular Midway City Sanitary District Board Meeting describing each payment made or to be made by the District during the specified period. The report is designed to communicate fiscal activity based upon adopted and approved budget appropriations.

The demands on the attached register have been duly reviewed by the Treasurer.

FISCAL IMPACT

The total value of demands for this period is \$700,936.57. This includes expenses, payroll and payroll related disbursements.

Sufficient funds are available to process all payments.

RECOMMENDATION

Staff recommends that the Board of Directors review and approve the attached Register of Demands.

DISBURSEMENTS FOR
February 7, 2023

#	CK #	DATE	AMOUNT	VENDOR CHECKS:	MEMO:
1	14310	1/11	1,516.00	Advanced Thermal Products, Inc	DOT random drug and alcohol testing
2	14311	1/11	190.00	Alejandra Cruz	Employee breakfast 01/06/23
3	14312	1/11	240.00	Ayala's Car Wash	Washing and cleaning of district's fleet
4	14313	1/11	157.00	Cameron Welding Supply	Oxygen and propane welding supplies for shop
5	14314	1/11	5,000.00	City of Westminster	Sponsorship for 2023 Tet Parade
6	14315	1/11	500.00	Country City Towing	Tow service for NG-6 and NG-3
7	14316	1/11	795.00	CRC Cloud	Monthly IT maintenance & Support
8	14317	1/11	889.68	Los Angeles Freightliner	Power steering pump for NG-12
9	14318	1/11	330.00	Memorial Care Medical Foundation	DMV physicals and random drug testing - all departments
10	14319	1/11	289.00	Petty Cash - Robert Housley	Petty Cash employee luncheon Jan-2023
11	14320	1/11	4,360.93	SDRMA - Employee Benefits	Dental and vision benefits
12	14321	1/11	251.60	Snap-On Tools	Tools for shop use
13	14322	1/11	26.96	SoCal Auto & Truck Parts, Inc.	Batteries and supplies for shop use
14	14323	1/11	27,108.25	SoCalGas	Natural Gas for offices, shop, and wash rack
15	14324	1/11	254.98	UniFirst Corporation	Employee uniform & laundry services
16	14325	1/11	255,082.22	Woodcliff Corporation - Contractor	Building project pay application #3 Dec-2022
17	14326	1/11	13,425.38	Woodcliff Corporation - Escrow Account	Building project pay application #3 - Retention payment
18	14327	1/13	150.00	Dtn.tech	Design artwork for TET
19	14328	1/19	782.08	Agility Fuel Solutions	CNG kill cap for solid waste truck
20	14329	1/19	1,777.50	Alignment Express of CA, Inc.	Repairs to the dash cluster on NG-5
21	14330	1/19	313.88	AT&T Mobility (First Net)	Cell phone service
22	14331	1/19	630.00	Ayala's Car Wash	Washing and cleaning of district's fleet
23	14332	1/19	3,165.74	Bodyworks Equip. Inc.	Heil parts for solid waste trucks
24	14333	1/19	219.26	Cameron Welding Supply	Oxygen and propane welding supplies for shop
25	14334	1/19	340.81	City of Westminster-Water Billing	Westminster lift station water
26	14335	1/19	84.94	City of Westminster Hydrant	Hydrant water service Jan-2023
27	14336	1/19	296.88	Clean Energy	CNG Station service
28	14337	1/19	605.37	CRC Cloud	Monitor and printer setup
29	14338	1/19	322.13	Daniels Tire Service	Restock tires for solid waste
30	14339	1/19	1,850.70	Dartco Transmission Sales & Srvs.	Transmission repairs to NG-5 Solid Waste
31	14340	1/19	1,382.98	Driveshaftpro	Driveshaft for solid waste trucks
32	14341	1/19	482.10	Haaker Equipment Co.	Filler hoses (Q2)
33	14342	1/19	3,856.97	Hydraulic Solutions And Supplies	Hydraulic cylinders for solid waste trucks
34	14343	1/19	1,150.00	Me Viet Nam Productions	30 Minute Talk Show 12/15 - 12/16/22
35	14344	1/19	828.36	Merchants Building Maintenance, LLC	Janitorial services Jan-2023
36	14345	1/19	189.00	Petty Cash - Robert Housley	Petty Cash Jan-2023
37	14346	1/19	100.00	Pitney Bowes/Purchase Power	Postage for Dec-2023
38	14347	1/19	468.44	Snap-On Tools	Tools for shop
39	14348	1/19	1,914.01	SoCal Auto & Truck Parts, Inc.	Tools and supplies for shop use
40	14349	1/19	76.59	SoCalGas	Natural Gas for offices, shop, and wash rack
41	14350	1/19	1,349.00	Spectrum Enterprise (Time Warner Cable)	Internet Services Jan-2023
42	14351	1/19	250.18	UniFirst Corporation	Employee uniform & laundry services
43	14352	1/19	1,650.00	VNCR	Radio talk show 15 minutes 01/13 - 01/23/23
44	14353	1/19	10,028.00	Woodruff, Spradlin & Smart	Legal Services Dec -2022
45	14354	1/26	468.96	AT&T (Brookhurst Lift Station)	Brookhurst Dec - 2022
46	14355	1/26	300.00	Ayala's Car Wash	Washing and cleaning of district's fleet
47	14356	1/26	713.63	Cameron Welding Supply	Oxygen and propane welding supplies for shop
48	14357	1/26	125.00	County of Orange	WEROC emergency radio Q3 cost 1/01/23 - 03/31/23
49	14358	1/26	48.49	CRC Cloud	Screen protectors
50	14359	1/26	488.01	Daniels Tire Service	Restock tires for solid waste
51	14360	1/26	878.13	Dartco Transmission Sales & Srvs.	Restock transmission filter for solid waste trucks
52	14361	1/26	601.51	Golden Bell Products	Super butl 55-Gallon for shop (1)
53	14362	1/26	1,742.52	Los Angeles Freightliner	Power steering pump for NG-10
54	14363	1/26	1,099.64	Motion and Flow Control Products, Inc.	Hydraulic hoses for solid waste trucks and the forklift
55	14364	1/26	33.90	Pre-Paid Legal Services, Inc.	Prepaid legal Jan-2023
56	14365	1/26	10,998.50	Pumpman	Lift station pump system maintenance Q3
57	14366	1/26	171.50	Rutan & Tucker, LLP	Legal Services Dec-2022
58	14367	1/26	1,905.15	Safety-Kleen Systems, Inc.	Hydraulic oil for solid waste trucks
59	14368	1/26	89.02	Spectrum Enterprise (Time Warner Cable)	Internet Services Jan-2023
60	14369	1/26	250.18	UniFirst Corporation	Employee uniform & laundry services
61			\$ 364,596.06	CHECKS SUBTOTAL	

**DISBURSEMENTS FOR
February 7, 2023**

62					
63				PAYROLL:	MEMO
64	ACH	1/11	\$ 140,976.16	Paychex	Employee Payroll - Checks, Taxes, & Direct Deposits
65	ACH	1/11	\$ 8,651.12	Nationwide Retirement Solutions	457 Deferred Compensation (Employees)
66	ACH	1/25	\$ 76,762.17	Paychex	Employee Payroll - Checks, Taxes, & Direct Deposits
67	ACH	1/25	\$ 6,320.31	Nationwide Retirement Solutions	457 Deferred Compensation (Employees)
68			\$ 232,709.76	ACH TRANSFERS SUBTOTAL	
69					
70				ACH PAYMENTS:	MEMO
71	ACH	1/11	\$ 15,764.12	CalPERS	Retirement Contributions for 12/26 - 01/08/23
72	ACH	1/20	\$ 359.10	Paychex	Time & Attendance Jan-23
73	ACH	1/20	1,984.29	Chevron Texaco (Wex Bank)	Gasoline and diesel fuel for Jan-23
74	ACH	1/25	\$ 72.00	WEX Health	HRA Monthly Fee for Jan-23
75	ACH	1/26	\$ 14,954.83	CalPERS	Retirement Contributions for 01/09 - 01/22/23
76	ACH	1/26	\$ 6,874.74	CalPERS	Board of Directors Health Insurance Premiums for Jan-23
77		1/26	\$ 63,621.67	CalPERS	Active Employee and Retiree Health Ins Premiums Feb-23
78			\$ 103,630.75	ACH TRANSFERS SUBTOTAL	
79					
80			\$ 700,936.57	TOTAL EXPENDITURES (ACCOUNTS PAYABLE CHECKS, PAYROLL, ACH TRANSFERS)	
81					
82				BANK TRANSFERS:	
83	UB	1/23	\$ 322,000.00	Transfer Funds from UB Money Market to UB Checking	
84			\$ 322,000.00	BANK TRANSFERS	

AGENDA ITEM 7A

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Approve and File the Treasurer’s Investment Report for January 2023

BACKGROUND

Midway City Sanitary District’s investment policy requires a monthly investment report, which includes all financial investments of the District and provides information on the investment type, value and yield for all investments. The report also provides the Board of Directors an update on the balances of the District’s various funds.

Per the State Government Code 53600 et seq., and the Midway City Sanitary District’s (District) Investment Policy, the District may invest up to a maximum percentage of the entire portfolio funds in authorized financial investments.

The following table shows a summary of the District’s authorized financial investments, the yield, the book and market value of the District’s funds, the percentage of the District’s pooled funds that are invested in each financial investment and the maximum percentage (or dollar limit), allowable per the State Government Code and the District’s investment policy.

The District’s total invested cash as of January 31, 2023 is: \$55,354,695.03

INVESTMENT	TYPE OF INVESTMENT	MATURITY DATE	YIELD	BOOK VALUE AS OF 1/31/2023	MARKET VALUE AS OF 1/31/2023	% OF PORTFOLIO	MAXIMUM PERCENTAGE OF PORTFOLIO
FDIC Insured Accounts							
Union Bank Interest Checking	Checking	Liquid	1.13%	\$ 761,041.99	\$ 761,041.99	1.37%	None
Union Bank Money Market	Money Market	Liquid	0.05%	\$ 100,318.47	\$ 100,318.47	0.18%	20%
Total FDIC Insured Accounts				\$ 861,360.46	\$ 861,360.46	1.56%	
LAIF							
LAIF	Pool	Liquid	2.425%	\$ 53,034,514.66	\$ 53,034,514.66	95.81%	\$75 million
CalTRUST (Medium Term Fund)	Pool/Bond Fund	Liquid	0.84%	\$ 1,532,350.47	\$ 1,458,819.91	2.64%	30%
Certificate of Deposits	CD	-	-	\$ -	\$ -	0.00%	30%
U.S. Treasury Securities	US Securities	-	-	\$ -	\$ -	0.00%	None
TOTAL Investments				\$ 55,428,225.59	\$ 55,354,695.03	100.00%	

STAFF RECOMMENDATION

Approve and file the Treasurer’s Investment Report.

FISCAL IMPACT

Informational report only.

MIDWAY CITY SANITARY DISTRICT
District Investment Activities
1/31/2023

	Operating Fund 1040.10	Midway City 1040.20	Buildings Equipment & Facilities 1040.30	Lift Stations & Sewer Lines 1040.40	CNG Station & Fueling Facilities 1040.50	Vehicle Replacement 1040.60	Total LAIF Account No. 7030-005	Emergency Fund CaITRUST Medium-Term #114.00
Beginning Balance, 12.30.2022	\$ 6,712,696.27	\$ 1,604,859.64	\$ 6,096,345.28	\$ 30,453,708.65	\$ 1,924,958.64	\$ 3,987,363.18	\$ 50,779,931.66	\$ 1,446,653.27
Investment Income, LAIF & CaITRUST	\$ 33,653.82	\$ 8,045.89	\$ 30,563.76	\$ 152,678.36	\$ 9,650.70	\$ 19,990.47	\$ 254,583.00	\$ 3,227.48
Market Value Capital Gain/(Loss)								\$ 8,939.16
Transfer from LAIF to Union Bank								\$ -
Transfer from Union Bank to LAIF	\$ 2,000,000.00						\$ 2,000,000.00	\$ -
Transfers LAIF to LAIF	\$ 285,861.25		\$ (285,861.25)				\$ -	\$ -
Transfer from Union Bank to CaITRUST								\$ -
Ending Balance, 1.31.2023	\$ 9,032,211.34	\$ 1,612,905.53	\$ 5,841,047.79	\$ 30,606,387.01	\$ 1,934,609.34	\$ 4,007,353.65	\$ 53,034,514.66	\$ 1,458,819.91

TOTAL LAIF, U.S. SECURITIES, CaITRUST
& INTEREST RECEIVABLE \$ 54,493,334.57
 ADD: UNION BANK \$ 761,041.99
 a. Checking (2740015683) \$ 100,318.47
 b. Savings/Money Market (2740015691) \$ -
 TOTAL DISTRICT CASH ON HAND \$ 55,354,695.03

C E R T I F I C A T I O N
 I certify that (1) all investment actions executed since the last report have been made in full compliance with the District's Investment Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California Government Code Sections 63646(b)(2) and (3), respectively.

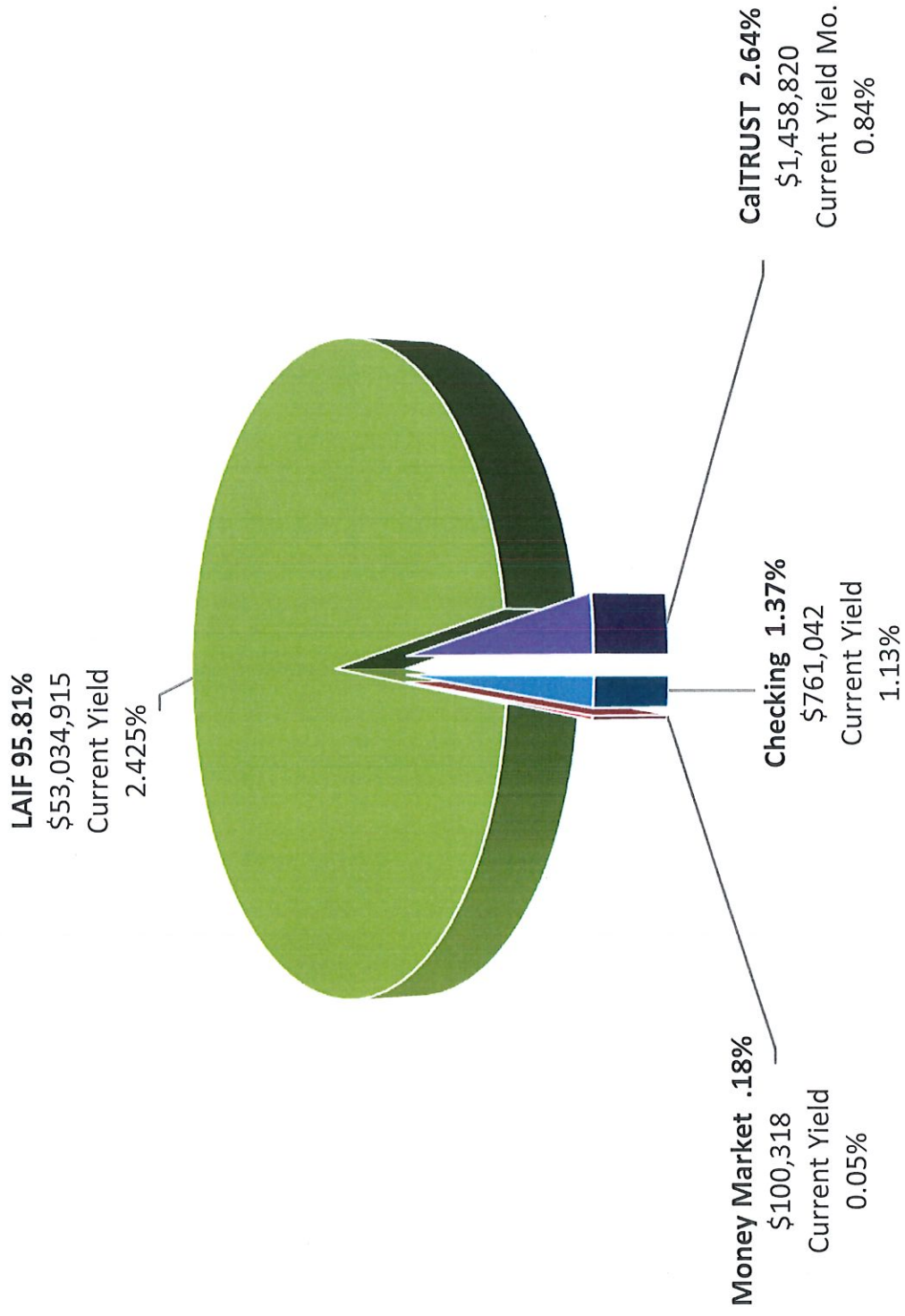

 Prepared & Submitted by
 Wendy H. Davis, Contract Accountant

Robert Housley, Interim General Manager

Dated

Dated

MCSD PORTFOLIO as of 1.31.2023



California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 14, 2023

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

MIDWAY CITY SANITARY DISTRICT

GENERAL MANAGER
14451 CEDARWOOD STREET
WESTMINSTER, CA 92683

[Tran Type Definitions](#)

Account Number: 70-30-005

January 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/4/2023	1/3/2023	RD	1719877	1680215	ROBERT HOUSLEY	2,000,000.00
1/13/2023	1/12/2023	QRD	1721373	N/A	SYSTEM	254,583.00

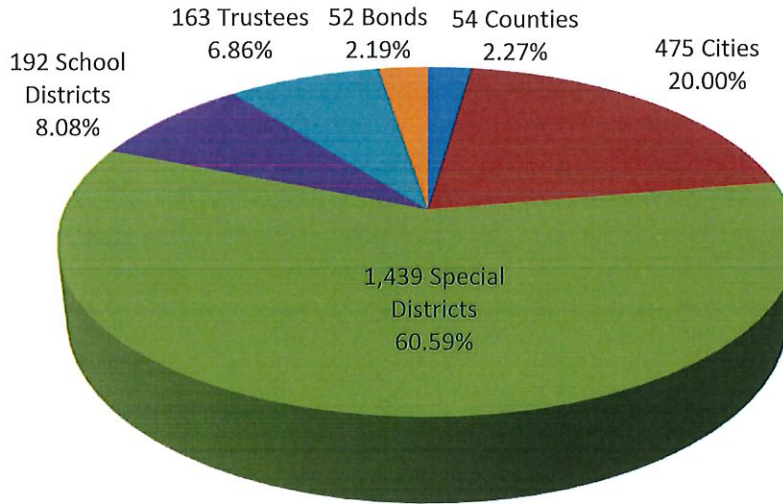
Account Summary

Total Deposit:	2,254,583.00	Beginning Balance:	50,779,931.66
Total Withdrawal:	0.00	Ending Balance:	53,034,514.66

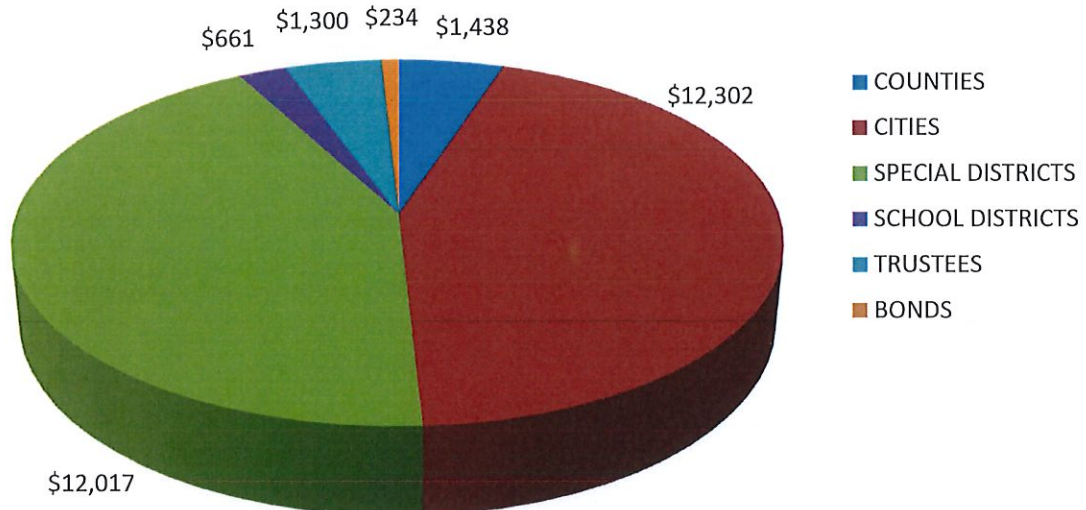
LAIF STATISTICS AS OF 1/31/23

	Balance By Type	Participation	% of Fund
54 COUNTIES	1,438,372,337.63	2.27%	5.15%
475 CITIES	12,302,361,560.12	20.00%	44.01%
1,439 SPECIAL DISTRICTS	12,016,552,895.26	60.59%	42.99%
192 SCHOOL DISTRICTS	660,912,518.98	8.08%	2.36%
163 TRUSTEES	1,300,000,940.83	6.86%	4.65%
52 BONDS	234,385,485.77	2.19%	0.84%
2,375 Fund Balance:	\$27,952,585,738.59	100.00%	100.00%

Participation:



Balance by Type (dollars in millions):





CalTRUST
 PO Box 2709
 Granite Bay, CA 95746
 www.caltrust.org
 Email: admin@caltrust.org
 Fax: 402-963-9094
 Phone: 833-CALTRUST (225-8787)

Investment Account Summary

01/01/2023 through 01/31/2023

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Jan 31 (\$)	Value on Jan 31 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
MIDWAY CITY SANITARY DISTRICT	20100007910					
CalTRUST Medium Term Fund	20100007910	149,316.265	9.77	1,458,819.91	1,532,350.47	(73,530.56)
Portfolios Total value as of 01/31/2023				1,458,819.91		

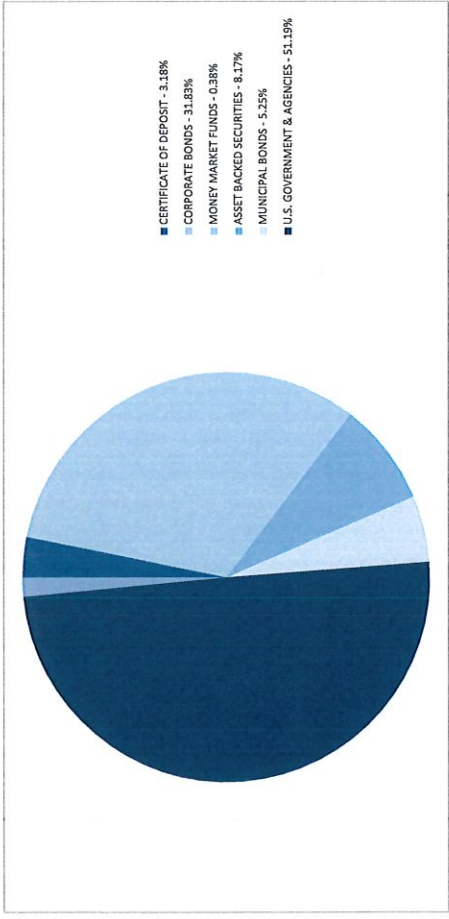
DETAIL OF TRANSACTION ACTIVITY

Activity Description	Activity Date	Amount (\$)	Amount in Shares	Balance in Shares	Price per Share (\$)	Balance (\$)	Average Cost Amt (\$)	Realized Gain/(Loss) (\$)
		MIDWAY CITY SANITARY DISTRICT			Account Number: 20100007910			
Beginning Balance	01/01/2023			148,985.919	9.71	1,446,653.27		
Accrual Income Div Reinvestment	01/31/2023	3,227.48	330.346	149,316.265	9.77	1,458,819.91	0.00	0.00
Change in Value						8,939.16		
Closing Balance as of	Jan 31			149,316.265	9.77	1,458,819.91		



	CalTRUST Medium Term	BofAML 1-3 Corp & Gov't, A Rated and Above	CalTRUST Medium Term Net Total Return	CalTRUST Medium Term Yield	BofAML 1-3 Corp & Gov't, A Rated and Above
Net Assets	\$937,777,292.83	N/A	0.84%	0.21%	0.78%
NAV per Share	\$9.77	N/A	1.97%	0.59%	1.82%
30 Day SEC Yield	4.01%	N/A	-0.15%	1.05%	-0.26%
Distribution Yield	2.53%	N/A	-1.98%	1.51%	-2.36%
Period Net Total Return	0.84%	0.78%	-1.62%	0.95%	-1.74%
Effective Duration	1.84 yrs	N/A	-0.16%	1.05%	-0.24%
Average Maturity	2.16 yrs	N/A	1.13%	1.48%	1.14%
Weighted Average Life	2.02 yrs	N/A	0.87%	1.21%	0.97%
			1.76%	1.88%	2.05%

*Annualized



Rated AA-f by S&P Global Ratings

**Midway City Sanitary District
CalTRUST Summary**

CalTRUST - Medium-Term Fund

	Investment or (Withdrawal)	Dividends '+'	Capital Gain or Loss (-)	Balance
Investment May-2020	\$ 750,000.00	432.90	1,460.57	\$ 751,893.47
June-2020		857.56	730.70	\$ 753,481.73
July-2020		765.26	731.54	\$ 754,978.53
August-2020		745.40	-	\$ 755,723.93
September-2020		677.57	(733.01)	\$ 755,668.49
October-2020		621.72	(733.66)	\$ 755,556.55
November-2020		476.58	-	\$ 756,033.13
December-2020		439.21		\$ 756,472.34
January-2021		387.68		\$ 756,860.02
February-2021		342.73	(1,471.06)	\$ 755,731.69
March-2021		354.98	(735.87)	\$ 755,350.80
April-2021		251.06		\$ 755,601.86
May-2021	750,000.00	316.74	736.45	\$ 1,506,655.05
June-2021		473.98	(1,467.04)	\$ 1,505,661.99
July-2021		415.67	1,467.51	\$ 1,507,545.17
August-2021		390.03	0.01	\$ 1,507,935.21
September-2021		370.72	(1,468.29)	\$ 1,506,837.64
October-2021		396.41	(5,874.61)	\$ 1,501,359.44
November-2021		461.36	(1,469.04)	\$ 1,500,351.76
December-2021		516.64	(2,938.98)	\$ 1,497,929.42
January-2022		598.08	(10,289.99)	\$ 1,488,237.51
February-2022		610.05	(7,352.96)	\$ 1,481,494.60
March-2022		836.34	(20,596.74)	\$ 1,461,734.20
April-2022		1,028.38	(8,832.23)	\$ 1,453,930.35
May-2022		1,290.86	5,892.32	\$ 1,461,113.53
June-2021		1,354.72	(8,846.29)	\$ 1,453,621.96
July-2022		1,518.86	5,903.03	\$ 1,461,043.85
August-2022		1,986.06	(11,818.35)	\$ 1,451,211.56
September-2022		2,166.97	(20,710.46)	\$ 1,432,668.07
October-2022		2,438.11	(4,444.68)	\$ 1,430,661.50
November-2022		2,709.46	8,904.53	\$ 1,442,275.49
December-2022		2,890.90	1,486.88	\$ 1,435,039.28
January-2023		3,227.48	8,939.16	\$ 1,454,442.13

\$ 1,500,000.00	\$ 32,350.47	\$ (73,530.56)	\$ 1,458,819.91
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AGENDA ITEM 7B

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Director of Finance and Human Resources

Subject: Approve the 2nd Quarter Fiscal Year 2022-2023 Financial Reports and Budget Review

BACKGROUND

This report provides a financial update and analysis of the district's finances (revenues, expense, and reserves) for fiscal-year-to date.

The attached financial reports are:

1. Statement of Net Assets [Purple]
2. Statement of Revenues & Expenses by Department (Class) [Yellow]
3. Budget vs. Actual [Pink]

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the financial reports and budget review as presented.

FISCAL IMPACT

Informational item only.

Midway City Sanitary District
Statement of Net Assets
As of December 31, 2022

	Dec 31, 22	Dec 31, 21	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1000.00 · Cash in Checking - UB 5683	1,174,900.33	730,624.27	444,276.06
1020.00 · Money Market - UB 5691	2,172,024.10	2,018,355.48	153,668.62
1030.00 · Petty Cash	300.00	200.00	100.00
1035.00 · HRA Reserve Fund - WEX	15,415.55	0.00	15,415.55
1037.00 · Escrow Account - CBB 4618	33,707.28	0.00	33,707.28
1040.00 · Local Agency Investment Fund			
1040.10 · Operating	6,712,696.27	10,863,727.35	-4,151,031.08
1040.20 · Midway City	1,604,859.64	2,479,670.05	-874,810.41
1040.30 · Buildings, Equip & Facilities	6,096,345.28	5,298,356.08	797,989.20
1040.40 · Lift Stations & Sewer Lines	30,453,708.65	24,510,128.89	5,943,579.76
1040.50 · CNG Station & Facilities	1,924,958.64	964,295.55	960,663.09
1040.60 · Vehicle Replacement	3,987,363.18	3,412,538.41	574,824.77
Total 1040.00 · Local Agency Investment Fund	50,779,931.66	47,528,716.33	3,251,215.33
1070.00 · CalTRUST			
1070.10 · CalTRUST Medium-Term Fund	1,529,123.00	1,509,694.21	19,428.79
1070.20 · CalTRUST Market Gain/(Loss)	-82,469.73	-11,764.79	-70,704.94
Total 1070.00 · CalTRUST	1,446,653.27	1,497,929.42	-51,276.15
1090.00 · 115 Trust Fund, Restricted			
1090.10 · CEPPT Trust Related to Pensions	4,325,000.00	3,000,000.00	1,325,000.00
1090.20 · CEPPT Trust Market Gain/(Loss)	79,568.36	694,242.48	-614,674.12
Total 1090.00 · 115 Trust Fund, Restricted	4,404,568.36	3,694,242.48	710,325.88
Total Checking/Savings	60,027,500.55	55,470,067.98	4,557,432.57
Other Current Assets			
2005.00 · Accrued Receivables	354,613.00	100,232.67	254,380.33
2015.00 · Interest Receivable	0.00	25,918.07	-25,918.07
2600.00 · Inventory	164,878.66	131,093.85	33,784.81
Total Other Current Assets	519,491.66	257,244.59	262,247.07
Total Current Assets	60,546,992.21	55,727,312.57	4,819,679.64
Fixed Assets			
3500.00 · Land	92,948.00	92,948.00	0.00
3510.00 · Construction Work In Progress	1,360,947.16	286,090.43	1,074,856.73
3520.00 · Buildings & Improvements	906,409.40	1,024,973.61	-118,564.21
3530.00 · Lift Stations	5,582,673.12	5,582,673.12	0.00
3540.00 · Gravity Lines & Force Mains	17,818,984.25	17,818,984.25	0.00
3550.00 · Resident Containers	857,689.02	857,689.02	0.00
3560.00 · CNG Station & Facilities	3,459,268.18	3,459,268.18	0.00
3570.00 · Solid Waste Trash Trucks	4,602,208.69	4,561,684.06	40,524.63
3580.00 · Other Vehicles			
3580.10 · Administration Vehicles	23,165.57	23,165.57	0.00
3580.20 · Solid Waste Vehicles	165,249.21	165,249.21	0.00
3580.30 · Sewer Trucks & Vehicles	1,223,647.19	1,223,647.19	0.00
Total 3580.00 · Other Vehicles	1,412,061.97	1,412,061.97	0.00
3590.00 · Other Equipment			
3590.10 · Office Furniture & Equipment	64,770.46	70,346.15	-5,575.69
3590.20 · Garage Facilities	88,726.39	88,726.39	0.00
3590.30 · Garage Equipment & Vehicles	161,985.14	151,799.72	10,185.42
3590.40 · Solid Waste Equipment - Other	58,325.84	58,325.84	0.00
3590.50 · Sewer Equipment - Other	668,034.46	578,009.46	90,025.00
Total 3590.00 · Other Equipment	1,041,842.29	947,207.56	94,634.73
3600.00 · Accumulated Depreciation			
3600.10 · Accumulated Depreciation Admin	-2,042,724.94	-2,069,235.37	26,510.43
3600.20 · Accumulated Depreciation Garage	-9,406.28	0.00	-9,406.28

Midway City Sanitary District
Statement of Net Assets
As of December 31, 2022

	Dec 31, 22	Dec 31, 21	\$ Change
3600.30 · Accum Depreciation Solid Waste	-4,394,488.24	-3,130,874.58	-1,263,613.66
3600.40 · Accumulated Depreciation Sewer	-8,808,883.99	-8,003,094.45	-805,789.54
Total 3600.00 · Accumulated Depreciation	-15,255,503.45	-13,203,204.40	-2,052,299.05
Total Fixed Assets	21,879,528.63	22,840,375.80	-960,847.17
Other Assets			
6500.00 · Deferred Outflows from Pension	3,032,187.00	542,369.37	2,489,817.63
6510.00 · Deferred Outflows from OPEB	220,451.00	166,376.00	54,075.00
Total Other Assets	3,252,638.00	708,745.37	2,543,892.63
TOTAL ASSETS	85,679,158.84	79,276,433.74	6,402,725.10
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
5000.00 · Accounts Payable	625,001.45	262,371.69	362,629.76
Total Accounts Payable	625,001.45	262,371.69	362,629.76
Credit Cards			
5005.00 · US Bank Cal Card	10,177.12	0.00	10,177.12
Total Credit Cards	10,177.12	0.00	10,177.12
Other Current Liabilities			
5010.00 · Accrued Expenses			
5010.40 · Group Insurance	16.95	0.00	16.95
Total 5010.00 · Accrued Expenses	16.95	0.00	16.95
Total Other Current Liabilities	16.95	0.00	16.95
Total Current Liabilities	635,195.52	262,371.69	372,823.83
Long Term Liabilities			
6020.00 · Compensated Absences	273,389.32	0.00	273,389.32
6520.00 · Deferred Inflows from Pension	472,822.00	287,520.00	185,302.00
6530.00 · Deferred Inflows from OPEB	1,755,522.00	570,681.00	1,184,841.00
6540.00 · Net Pension Liability	-2,768,839.00	-72,379.00	-2,696,460.00
6550.00 · Net OPEB Liability	-2,292,610.40	-783,581.40	-1,509,029.00
Total Long Term Liabilities	-2,559,716.08	2,240.60	-2,561,956.68
Total Liabilities	-1,924,520.56	264,612.29	-2,189,132.85
Equity			
4000.00 · Net Position	84,263,621.98	75,664,271.19	8,599,350.79
4100.00 · Restricted	109,840.71	0.00	109,840.71
Net Income	3,230,216.71	3,347,550.26	-117,333.55
Total Equity	87,603,679.40	79,011,821.45	8,591,857.95
TOTAL LIABILITIES & EQUITY	85,679,158.84	79,276,433.74	6,402,725.10

02/16/23

Midway City Sanitary District Revenues & Expenses by Department

Accrual Basis

July through December 2022

	Administrati...	Board of Dir...	Fleet Maint	Sewer	Solid Waste	TOTAL
Income						
7000.00 · Operating Revenues						
7010.00 · Trash & Sewer Collection Fees	4,007,255.06	0.00	0.00	0.00	0.00	4,007,255.06
7020.00 · Add'l Container & Service Fees	0.00	0.00	0.00	194.96	7,792.60	7,987.56
7030.00 · Franchise Fees	0.00	0.00	0.00	0.00	612,408.35	612,408.35
7040.00 · Plan Check & Inspection Fees	0.00	0.00	0.00	28,425.20	0.00	28,425.20
7050.00 · Connection Fees	0.00	0.00	0.00	9,242.25	0.00	9,242.25
Total 7000.00 · Operating Revenues	4,007,255.06	0.00	0.00	37,862.41	620,200.95	4,665,318.42
8000.00 · Non-Operating Revenues						
8010.00 · Property Tax Secured	684,634.41	0.00	0.00	0.00	0.00	684,634.41
8020.00 · Property Tax Unsecured	19,442.89	0.00	0.00	0.00	0.00	19,442.89
8030.00 · Property Tax Supplemental	17,738.85	0.00	0.00	0.00	0.00	17,738.85
8040.00 · Homeowner's Prop Tax Relief	864.73	0.00	0.00	0.00	0.00	864.73
8060.00 · Pass-thru County of Orange	240,565.49	0.00	0.00	0.00	0.00	240,565.49
8070.00 · Pass-thru City of Westminster	1,878,537.79	0.00	0.00	0.00	0.00	1,878,537.79
8080.00 · Investment Income	1,051,355.86	0.00	0.00	0.00	0.00	1,051,355.86
8100.00 · Other Revenue						
8100.10 · Mattress Recycling	0.00	0.00	0.00	0.00	2,488.50	2,488.50
8100.20 · Scrap Metals & Recycables	0.00	0.00	0.00	0.00	4,104.89	4,104.89
8100.30 · Used Oil Recycling	0.00	0.00	0.00	0.00	0.00	0.00
8100.40 · CalRecycle Curbside Program	0.00	0.00	0.00	0.00	25.56	25.56
8100.50 · Renewable Fuel RINS/LCFS	0.00	0.00	0.00	0.00	5,442.62	5,442.62
8100.60 · Waste Disposal Agreement	0.00	0.00	0.00	0.00	0.00	0.00
8100.70 · Grants & Agreements	0.00	0.00	0.00	0.00	0.00	0.00
8100.80 · Miscellaneous Other Revenue	497.23	0.00	0.00	0.00	0.00	497.23
Total 8100.00 · Other Revenue	497.23	0.00	0.00	0.00	12,061.57	12,558.80
8150.00 · Gain/Loss on Disposal of Assets	-4,919.84	0.00	0.00	0.00	0.00	-4,919.84
Total 8000.00 · Non-Operating Revenues	3,888,717.41	0.00	0.00	0.00	12,061.57	3,900,778.98
Total Income	7,895,972.47	0.00	0.00	37,862.41	632,262.52	8,566,097.40
Gross Profit	7,895,972.47	0.00	0.00	37,862.41	632,262.52	8,566,097.40
Expense						
7500.00 · Personnel & Benefits						
7510.00 · Salaries & Wages	441,348.29	41,400.00	135,611.21	187,660.72	467,670.30	1,273,690.52
7520.00 · Medicare	6,366.06	589.28	1,932.71	2,733.39	6,688.06	18,309.50
7530.00 · CalPERS Retirement	50,523.39	0.00	20,678.91	27,689.82	41,181.95	140,074.07
7550.00 · Group Insurance						
7550.10 · Health Benefits	73,969.81	38,336.34	34,103.12	42,855.51	128,263.06	317,527.84
7550.20 · Health Reimbursement Agreement	10,378.50	2,867.86	0.00	0.00	0.00	13,246.36
7550.30 · Life & AD&D	2,360.00	604.00	954.32	1,322.08	3,553.44	8,793.84
7550.40 · Dental Benefits	3,918.41	2,731.18	1,060.65	2,375.73	8,831.48	18,917.45
7550.50 · Vision Benefits	450.48	282.19	218.22	282.38	985.07	2,218.34
Total 7550.00 · Group Insurance	91,077.20	44,821.57	36,336.31	46,835.70	141,633.05	360,703.83
7560.00 · Group Insurance Retirees	32,174.21	0.00	2,291.64	17,276.52	29,964.24	81,706.61
7570.00 · Workers' Compensation	3,956.12	347.75	10,352.40	14,683.06	54,083.93	83,423.26
7575.00 · Uniforms & Laundry Service	244.15	0.00	1,209.48	1,131.32	4,691.53	7,276.48
7580.00 · Employee Reimbursements	875.40	0.00	363.76	928.84	2,585.28	4,753.28
Total 7500.00 · Personnel & Benefits	626,564.82	87,158.60	208,776.42	298,939.37	748,498.34	1,969,937.55
7600.00 · Operating Expenses						
7610.00 · Board Meeting Expenses	0.00	1,515.21	0.00	0.00	0.00	1,515.21
7615.00 · Office Expenses	4,944.73	0.00	0.00	0.00	0.00	4,944.73
7620.00 · Operating Expense	12,098.46	331.17	0.00	2,443.14	3,399.56	18,272.33
7625.00 · LAFCO	19,152.59	0.00	0.00	0.00	0.00	19,152.59
7630.00 · Services & Supplies						
7630.10 · Alarm Services	335.00	0.00	0.00	0.00	987.00	1,322.00
7630.20 · Banking Services & Fees	2,604.44	0.00	0.00	0.00	0.00	2,604.44
7630.30 · GPS Services	0.00	0.00	2,746.86	5,493.72	33,210.86	41,451.44
7630.40 · Janitorial Services & Supplies	4,021.15	0.00	0.00	0.00	0.00	4,021.15
7630.60 · Payroll Services	6,080.32	1,290.11	0.00	0.00	57.00	7,427.43
7630.70 · Postage & Postage Machine	1,926.09	0.00	0.00	0.00	0.00	1,926.09
7630.80 · Wash & Detail Fleet & Vehicles	0.00	0.00	0.00	0.00	10,450.00	10,450.00
7630.00 · Services & Supplies - Other	311.05	0.00	0.00	0.00	0.00	311.05
Total 7630.00 · Services & Supplies	15,278.05	1,290.11	2,746.86	5,493.72	44,704.86	69,513.60
7640.00 · Permits Fees Testing & Taxes	1,697.52	0.00	0.00	18,522.00	0.00	20,219.52
7645.00 · Memberships Dues & Subscriptions	10,208.00	0.00	0.00	606.00	0.00	10,814.00

Midway City Sanitary District Revenues & Expenses by Department

02/16/23

Accrual Basis

July through December 2022

	Administrati...	Board of Dir...	Fleet Maint	Sewer	Solid Waste	TOTAL
7650.00 · Staff Development & Travel	4,486.73	1,820.56	0.00	0.00	0.00	6,307.29
7655.00 · Education & Training	932.13	0.00	0.00	1,080.52	407.70	2,420.35
7660.00 · Employee Awards & Recognition	31,985.95	0.00	0.00	0.00	0.00	31,985.95
7665.00 · Medical Exams & Testing	100.00	0.00	274.50	552.10	1,353.27	2,279.87
7670.00 · Property & Liability Insurance	70,988.78	0.00	74,816.93	86,398.89	138,954.68	371,159.28
7675.00 · Claims Expenses	0.00	0.00	0.00	0.00	291.48	291.48
7680.00 · Gasoline & Diesel Fuel	709.81	0.00	2,078.55	3,473.84	2,761.30	9,023.50
7685.00 · Tonnage Disposal Fees						
7685.10 · Trash (Black Cart)	0.00	0.00	0.00	0.00	654,978.08	654,978.08
7685.30 · Organics (Green Cart)	0.00	0.00	0.00	0.00	453,784.82	453,784.82
Total 7685.00 · Tonnage Disposal Fees	0.00	0.00	0.00	0.00	1,108,762.90	1,108,762.90
7690.00 · Containers/Carts						
7690.10 · Black Carts	0.00	0.00	0.00	0.00	98,825.47	98,825.47
7690.20 · Blue Carts	0.00	0.00	0.00	0.00	98,419.03	98,419.03
7690.30 · Green Carts	0.00	0.00	0.00	0.00	48,230.20	48,230.20
Total 7690.00 · Containers/Carts	0.00	0.00	0.00	0.00	245,474.70	245,474.70
7695.00 · Tools & Equipment	0.00	0.00	20,327.87	0.00	0.00	20,327.87
Total 7600.00 · Operating Expenses	172,582.75	4,957.05	100,244.71	118,570.21	1,546,110.45	1,942,465.17
7700.00 · Repairs & Maintenance						
7700.05 · Buildings & Facilities	261.00	0.00	1,488.74	0.00	0.00	1,749.74
7700.10 · CNG Facilities	0.00	0.00	0.00	1,465.63	20,292.30	21,757.93
7700.15 · Vehicles	0.00	0.00	763.32	554.64	0.00	1,317.96
7700.20 · Trash Trucks	0.00	0.00	0.00	0.00	80,247.95	80,247.95
7700.25 · Vactor Trucks	0.00	0.00	0.00	11,108.47	0.00	11,108.47
7700.30 · Tires	0.00	0.00	0.00	0.00	44,154.86	44,154.86
7700.35 · Restock Parts & Supplies	0.00	0.00	4,767.07	598.68	88,141.30	93,507.05
7700.45 · Hammon Lift Station No. 2	0.00	0.00	0.00	854.00	0.00	854.00
7700.50 · Westminster Lift Station No. 3	0.00	0.00	0.00	1,729.84	0.00	1,729.84
7700.55 · Brookhurst Lift Station No. 4	0.00	0.00	0.00	2,200.00	0.00	2,200.00
7700.60 · Lift Station Maintenance	0.00	0.00	0.00	41,439.67	0.00	41,439.67
7700.65 · Manholes	0.00	0.00	0.00	8,478.41	0.00	8,478.41
7700.85 · Hazardous Waste Used/Mixed Oil	0.00	0.00	473.00	0.00	0.00	473.00
7700.95 · Other Repairs & Maintenance	0.00	0.00	768.00	80.45	106.07	954.52
Total 7700.00 · Repairs & Maintenance	261.00	0.00	8,260.13	68,509.79	232,942.48	309,973.40
7725.00 · Professional & Tech Services						
7725.10 · Audit & Financial Services	18,400.00	0.00	0.00	0.00	0.00	18,400.00
7725.30 · Legal Services Personnel	2,548.00	0.00	0.00	0.00	0.00	2,548.00
7725.40 · Legal Services General Counsel	58,636.82	0.00	0.00	0.00	0.00	58,636.82
7725.50 · Information Technology	22,649.73	0.00	0.00	194.66	0.00	22,844.39
7725.70 · Prof & Consulting Services	3,050.00	0.00	0.00	7,168.50	7,168.50	17,387.00
7725.80 · SCADA System	0.00	0.00	0.00	2,579.11	0.00	2,579.11
Total 7725.00 · Professional & Tech Services	105,284.55	0.00	0.00	9,942.27	7,168.50	122,395.32
7750.00 · Community Outreach & Programs						
7750.05 · Community & District Events	7,304.07	0.00	0.00	0.00	0.00	7,304.07
7750.10 · District Calendar	44,595.41	0.00	0.00	0.00	0.00	44,595.41
7750.20 · Social Media & Radio Events	12,197.30	0.00	0.00	0.00	0.00	12,197.30
7750.25 · Clean-up Events	0.00	0.00	0.00	0.00	4,034.69	4,034.69
7750.30 · SB 1383 Organic Waste Reduction	0.00	0.00	0.00	0.00	31,670.83	31,670.83
7750.35 · Fats Oil Grease (FOG) Program	0.00	0.00	0.00	8,875.00	0.00	8,875.00
Total 7750.00 · Community Outreach & Programs	64,096.78	0.00	0.00	8,875.00	35,705.52	108,677.30
7800.00 · Utilities						
7800.10 · Electricity	0.00	0.00	0.00	13,341.74	38,221.66	51,563.40
7800.20 · Natural Gas	199.26	0.00	189.05	0.00	83,002.83	83,391.14
7800.40 · Phone & Internet	14,255.32	0.00	0.00	5,780.41	0.00	20,035.73
7800.50 · Mobile Phone	268.21	0.00	0.00	1,073.88	536.94	1,879.03
7800.60 · Television	534.06	0.00	0.00	0.00	0.00	534.06
7800.70 · Underground Service Alerts	0.00	0.00	0.00	218.65	0.00	218.65
7800.80 · Water & Sewer	1,211.26	0.00	211.77	619.26	0.00	2,042.29
7800.00 · Utilities - Other	0.00	0.00	0.00	40.09	0.00	40.09
Total 7800.00 · Utilities	16,468.11	0.00	400.82	21,074.03	121,761.43	159,704.39
7900.00 · Depreciation & Amortization	29,486.51	0.00	3,440.92	292,600.18	397,199.95	722,727.56
Total Expense	1,014,744.52	92,115.65	321,123.00	818,510.85	3,089,386.67	5,335,880.69
Net Income	6,881,227.95	-92,115.65	-321,123.00	-780,648.44	-2,457,124.15	3,230,216.71

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY 22-23 ACTUAL v BUDGET

		FY 2022-23	FY 2022-23	PERCENT of
		ACTUAL	BUDGET	BUDGET
SUMMARY				
1	REVENUES			
2	Trash & Sewer Collection Fees	4,007,255	7,150,000	56.0%
3	Franchise Fees	612,408	1,170,000	52.3%
4	Property Taxes	722,681	1,438,500	50.2%
5	Pass-Thru Property Tax Funds	2,119,103	3,525,000	60.1%
6	Investment Income	1,051,356	350,000	300.4%
7	Other Revenue Sources	53,294	285,000	18.7%
8	TOTAL REVENUES	\$ 8,566,097	\$ 13,918,500	61.5%
9	EXPENSES			
10	Salaries and Wages	1,273,691	2,795,000	45.6%
11	Benefits	684,218	1,860,150	36.8%
12	Tonnage Fees	1,108,763	2,650,000	41.8%
13	Repairs and Maintenance	309,500	781,600	39.6%
14	Depreciation & Amortization Expense	719,287	1,456,900	49.4%
15	Other Operating Expenses	1,240,423	\$ 2,103,350	59.0%
16	TOTAL EXPENSE	\$ 5,335,881	\$ 11,647,000	45.8%
17	Net Resources Over/(Under) Expenses	3,230,216	2,271,500	
18	ACTUAL/BUDGET	\$ 8,566,097	\$ 13,918,500	

		FY 2022-23	FY 2022-23	PERCENT of
		ACTUAL	BUDGET	BUDGET
REVENUES				
1	OPERATING REVENUES			
2	Trash & Sewer Collection Fees	4,007,255	7,150,000	56.0%
3	Additional Container & Service Fees	7,988	6,000	133.1%
4	Franchise Fees	612,408	1,170,000	52.3%
5	Sewer Plan Check & Inspection Fees	28,425	48,000	59.2%
6	Sewer Connection Fees	9,242	13,000	71.1%
7	OPERATING REVENUES	\$ 4,665,318	\$ 8,387,000	55.6%
8	NON-OPERATING REVENUES			
9	Property Tax Secured	684,634	1,310,000	52.3%
10	Property Tax Unsecured	19,443	34,000	57.2%
11	Property Tax Supplemental	17,739	26,000	68.2%
12	Homeowner's Property Tax Relief	865	4,500	19.2%
13	Public Utility Tax & Reg. Railroad	-	62,000	0.0%
14	Pass thru Property Taxes County of Orange	240,565	525,000	45.8%
15	Pass thru Property Taxes City of Westminster	1,878,538	3,000,000	62.6%
16	Investment Income	1,051,356	350,000	300.4%
17	Interest on Undistributed Taxes	-	2,000	0.0%
18	Other Revenue	12,559	213,000	5.9%
19	Gain/(Loss) on Disposal of Capital Assets	(4,920)	5,000	-98.4%
20				
21	NON-OPERATING REVENUES	\$ 3,900,779	\$ 5,531,500	70.5%
22	TOTAL REVENUES	\$ 8,566,097	\$ 13,918,500	61.5%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY 22-23 ACTUAL v BUDGET

		FY 2022-23 ACTUAL	FY 2022-23 BUDGET	PERCENT of BUDGET
BOARD OF DIRECTORS				
23	Directors' Fees (salaries)	41,400	115,000	36.0%
24	Medicare	589	1,600	36.8%
25	Group Insurance	44,822	90,000	49.8%
26	Workers' Compensation Insurance	348	350	99.4%
27	Director Reimbursements	-	-	0.0%
28	Board Meeting Expenses	1,515	5,000	30.3%
29	Operating Expense	331	4,000	8.3%
30	Services & Supplies	1,290	2,000	64.5%
31	Board Election Costs	-	72,000	0.0%
32	Board Development & Travel Expenses	1,821	45,000	4.0%
33	TOTAL BOARD OF DIRECTORS	\$ 92,116	\$ 334,950	27.5%

		FY 2022-23 ACTUAL	FY 2022-23 BUDGET	PERCENT of BUDGET
ADMINISTRATION				
34	Salaries & Wages	441,348	890,000	49.6%
35	Medicare	6,366	16,000	39.8%
36	CalPERS Retirement	50,523	280,000	18.0%
37	Group Insurance	91,077	190,000	47.9%
38	Group Insurance - Retirees	32,174	50,000	64.3%
39	Group Insurance Retirees Trust Reimbursement	-	(50,000)	0.0%
40	Workers' Compensation Insurance	3,956	4,000	98.9%
41	Uniforms & Laundry Services	244	550	44.4%
42	Employee Reimbursements	875	3,000	29.2%
43	Office Expenses & Supplies	4,945	15,000	33.0%
44	Operating Expenses	12,098	45,000	26.9%
45	Local Govt. Formation Commission (LAFCO)	19,153	19,200	99.8%
46	Services & Supplies	15,278	20,000	76.4%
47	Printing & Publications	-	2,000	0.0%
48	Permits Fees Testing & Taxes	1,698	3,500	48.5%
49	Memberships Dues & Subscriptions	10,208	13,000	78.5%
50	Staff Development & Travel	4,487	30,000	15.0%
51	Education & Training	932	6,000	15.5%
52	Employee Awards Incentives & Recognition	31,986	40,000	80.0%
53	Medical Exams & Testing	100	4,500	2.2%
54	Property & Liability Insurance	70,989	71,000	100.0%
55	Gasoline & Diesel Fuel	710	3,000	23.7%
56	Repairs & Maintenance	261	10,000	2.6%
57	Audit & Financial Services	18,400	19,500	94.4%
58	Legal Services Personnel	2,548	35,000	7.3%
59	Legal Services General Counsel	58,637	90,000	65.2%
60	Information Technology	22,650	50,000	45.3%
61	Professional & Consulting Services	3,050	65,000	4.7%
62	Temporary Personnel	-	75,000	0.0%
63	Community Outreach & District Events	7,304	70,000	10.4%
64	Social Media & Radio Events	12,197	40,000	30.5%
65	District Calendar	44,595	40,000	111.5%
66	Newsletters	-	40,000	0.0%
67	Utilities	16,468	35,000	47.1%
68	Depreciation & Amortization Expenses	29,487	65,000	45.4%
69	TOTAL ADMINISTRATION	\$ 1,014,745	\$ 2,290,250	44.3%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY 22-23 ACTUAL v BUDGET

		FY 2022-23	FY 2022-23	PERCENT of
		ACTUAL	BUDGET	BUDGET
FLEET MAINTENANCE				
70	Salaries & Wages	135,611	360,000	37.7%
71	Medicare	1,933	4,500	42.9%
72	CalPERS Retirement	20,679	74,000	27.9%
73	Group Insurance	36,336	100,000	36.3%
74	Group Insurance Retirees	2,292	7,500	30.6%
75	Group Insurance Retirees Trust Reimbursement		(7,500)	0.0%
76	Workers' Compensation Insurance	10,352	10,500	98.6%
77	Uniforms & Laundry Services	1,209	4,500	26.9%
78	Employee Reimbursements	364	2,000	18.2%
79	Services & Supplies	2,747	-	
80	Education & Training	-	3,000	0.0%
81	Medical Exams & Testing	275	700	39.2%
82	Property & Liability Insurance	74,817	75,000	99.8%
83	Gasoline & Diesel Fuel	2,079	4,000	52.0%
84	Tools & Equipment	20,328	30,000	67.8%
85	Repairs & Maintenance	7,787	8,000	97.3%
86	Hazardous Waste Used/Mixed Oil	473	-	
87	Utilities	401	2,000	20.0%
88	Depreciation & Amortization Expenses	3,441	6,900	49.9%
89		\$ 321,123	\$ 685,100	46.9%

		FY 2022-23	FY 2022-23	PERCENT of
		ACTUAL	BUDGET	BUDGET
SOLID WASTE				
90	Salaries & Wages	467,670	990,000	47.2%
91	Medicare	6,688	18,000	37.2%
92	CalPERS Retirement	41,182	275,000	15.0%
93	Group Insurance	141,634	295,000	48.0%
94	Group Insurance Retirees	29,964	58,000	51.7%
95	Group Insurance Retirees Trust Reimbursement	-	(58,000)	0.0%
96	Workers' Compensation Insurance	54,084	55,000	98.3%
97	Uniforms & Laundry Services	4,692	12,000	39.1%
98	Employee Reimbursements	2,585	5,000	51.7%
99	Operating Expenses	3,400	5,000	68.0%
100	Services & Supplies	44,705	75,000	59.6%
101	Education & Training	408	9,000	4.5%
102	Medical Exams & Testing	1,353	5,000	27.1%
103	Property & Liability Insurance	138,955	140,000	99.3%
104	Claims Expense	291	10,000	2.9%
105	Gasoline & Diesel Fuel	2,761	6,500	42.5%
106	Tonnage Fees Trash (black cart)	654,978	1,550,000	42.3%
107	Tonnage Fees Recycling (blue cart)	-		
108	Tonnage Fees Organics (green cart)	453,785	1,100,000	41.3%
109	Refuse, Recycling, and Organic Containers	245,475	300,000	81.8%
110	Repairs, Maintenance, Tires, and Restock Parts	212,650	410,000	51.9%
111	Repairs & Maintenance CNG Facilities	20,292	75,000	27.1%
112	Professional & Tech Services	7,169	7,500	95.6%
113	Clean-up Events	4,035	30,000	13.4%
114	SB 1383 Organic Waste Reduction	31,671	34,000	93.1%
115	Utilities	38,759	55,000	70.5%
116	Natural Gas Fuel CNG Facilities	83,003	150,000	55.3%
117	Depreciation & Amortization Expenses	397,200	800,000	49.6%
118	TOTAL SOLID WASTE	\$ 3,089,387	\$ 6,412,000	48.2%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q2 FY 22-23 ACTUAL v BUDGET

	FY 2022-23 ACTUAL	FY 2022-23 BUDGET	PERCENT of BUDGET
SEWER DEPARTMENT			
119 Salaries & Wages	187,661	440,000	42.7%
120 Medicare	2,733	6,000	45.6%
121 CalPERS Retirement	27,690	150,000	18.5%
122 Group Insurance	46,836	120,000	39.0%
123 Group Insurance Retirees	17,277	40,000	43.2%
124 Group Insurance Retirees Trust Reimbursement	-	(40,000)	0.0%
125 Workers' Compensation Insurance	14,683	14,700	99.9%
126 Uniforms & Laundry Services	1,131	3,500	32.3%
127 Employee Reimbursements	929	3,000	31.0%
128 Operating Expenses	2,443	5,000	48.9%
129 Services & Supplies	5,494	-	
130 Permits Fees Testing & Taxes	18,522	25,000	74.1%
131 Memberships Dues & Subscriptions	606	-	
132 Education & Training	1,081	5,000	21.6%
133 Medical Exams & Testing	552	900	61.3%
134 Property and Liability Insurance	86,399	86,500	99.9%
135 Claims Expense	-	10,000	0.0%
136 Gasoline & Diesel Fuel	3,474	6,500	53.4%
137 Repairs & Maintenance	68,510	200,000	34.3%
138 Emergency Repairs	-	150,000	0.0%
139 Professional & Tech Services	9,942	25,000	39.8%
140 Fats, Oils & Grease (FOG) Program	8,875	25,000	35.5%
141 Resident Lateral Assistance Program	-	3,600	0.0%
142 Utilities	21,074	50,000	42.1%
143 Natural Gas Fuel CNG Station	-	10,000	0.0%
144 Depreciation & Amortization Expenses	292,600	585,000	50.0%
145 TOTAL SEWER	\$ 818,511	\$ 1,924,700	42.5%

	FY 2022-23 ACTUAL	FY 2022-23 BUDGET	PERCENT of BUDGET
MIDWAY CITY SANITARY DISTRICT			
146 REVENUES	\$ 8,566,097	\$ 13,918,500	61.5%
147 EXPENSES	\$ 5,335,881	\$ 11,647,000	45.8%
148 REVENUES - EXPENSES =	\$ 3,230,216	\$ 2,271,500	

	FY 2022-23 ACTUAL	FY 2022-23 BUDGET	PERCENT of BUDGET
149 Sewer System Department	818,511	1,924,700	42.5%
150 Solid Waste Department	3,089,387	6,412,000	48.2%
151 Fleet Maintenance Department	321,123	685,100	46.9%
152 Administration Department	1,014,745	2,290,250	44.3%
153 Board of Directors	92,116	334,950	27.5%
154 TOTAL SUMMARY BY DEPT	\$ 5,335,881	\$ 11,647,000	45.8%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q2 FY 22-23 ACTUAL v BUDGET

	FY 2022-23 ACTUAL	FY 2022-23 BUDGET	PERCENT of BUDGET	
CAPITAL OUTLAY & IMPROVEMENTS BUDGET				
155	<i>District Offices & Yard</i>			
156	Solar Project Design	6,522	115,000	5.7%
157	Solar Project Construction	-	700,000	0.0%
158	District Building Project Construction	1,002,190	5,700,000	17.6%
159	District Buildings Facility, Features, & Furnishings	-	100,000	0.0%
160	District Buildings Technology	-	100,000	0.0%
161	1 New Class C Vehicle to Replace District Van	-	80,000	0.0%
162	<i>Fleet Maintenance</i>			
163	New Steam Cleaner for Wash Rack	-	15,000	0.0%
164	<i>Solid Waste</i>			
165	1 New Class C Vehicle	-	80,000	0.0%
166	1 New Side Loader Trash Truck	-	425,000	0.0%
167	Rebuilt Engines & Packers for CNG Trash Trucks	28,122	60,000	46.9%
168	<i>Sewer</i>			
169	New Sewer Lift Station Pumps	-	350,000	0.0%
170	SCADA System Upgrades	21,145	50,000	42.3%
171	<i>Miscellaneous</i>			
172	Payments Towards Unfunded Liabilities	-	-	
173	Payment Towards 115 CEPPT Trust	450,000	700,000	64.3%
174	TOTAL CAPITAL OUTLAY & IMPROVEMENTS	\$ 1,507,979	\$ 8,475,000	17.8%

AGENDA ITEM 7C

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Director of Finance and Human Resources

Subject: Approve Fiscal Year 2022-2023 Budget Adjustments No. 2

BACKGROUND

The Midway City Sanitary District Board of Directors adopted the Fiscal Year 2022-2023 budget April 5, 2022. This report is an update on the financial condition of the district and recommends budget adjustments to reflect projected resources and expenditures more accurately.

The budget to actual report with the recommended budget adjustments is attached thereof.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the proposed budget adjustments.

FISCAL IMPACT

Reduced and reallocated budgeted funds from capital outlay and from additional revenues to the operating budget.

Increase to revenues	\$806,000
Increase to expenses	\$676,000

- The proposed increase in revenues is the result of a significant increase in Investment Income due to the rise in interest rates as well as more requests for additional containers.
- The proposed increase in expenses is the result of a significant increase in Utilities/Natural Gas, a prorated increase for the new Engineering position, and the Sewer Master plan.

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY22-23 BUDGET ADJ #2

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
SUMMARY				
1 REVENUES				
2 Trash & Sewer Collection Fees	4,007,255	7,150,000	6,000	7,156,000
3 Franchise Fees	612,408	1,170,000	-	1,170,000
4 Property Taxes	722,681	1,438,500	-	1,438,500
5 Pass-Thru Property Tax Funds	2,119,103	3,525,000	-	3,525,000
6 Investment Income	1,051,355.86	350,000.00	800,000	1,150,000
7 Other Revenue Sources	53,294.02	285,000.00	-	285,000
8 TOTAL REVENUES	\$ 8,566,097	\$ 13,918,500	806,000	\$ 14,724,500
9 EXPENSES				
10 Salaries and Wages	1,273,691	2,795,000	16,000	2,811,000
11 Benefits	684,218	1,860,150	-	1,860,150
12 Tonnage Fees	1,108,763	2,650,000	-	2,650,000
13 Repairs and Maintenance	309,500	781,600	-	781,600
14 Depreciation & Amortization Expense	719,287	1,456,900	-	1,456,900
15 Other Operating Expenses	1,240,423	2,103,350	660,000	2,763,350
16 EXPENDITURES	\$ 5,335,881	\$ 11,647,000	676,000	\$ 12,323,000
17 Net Resources Over/(Under) Expenses	3,230,216	2,271,500	130,000	2,401,500
18 ACTUAL/BUDGET	\$ 8,566,097	\$ 13,918,500		\$ 14,724,500

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
REVENUES				
1 OPERATING REVENUES				
2 Trash & Sewer Collection Fees	4,007,255	7,150,000		7,150,000
3 Additional Container & Service Fees	7,988	6,000	6,000	12,000
4 Franchise Fees	612,408	1,170,000		1,170,000
5 Sewer Plan Check & Inspection Fees	28,425	48,000		48,000
6 Sewer Connection Fees	9,242	13,000		13,000
7 OPERATING REVENUES	\$ 4,665,318	\$ 8,387,000	6,000	\$ 8,393,000
8 NON-OPERATING REVENUES				
9 Property Tax Secured	684,634	1,310,000		1,310,000
10 Property Tax Unsecured	19,443	34,000		34,000
11 Property Tax Supplemental	17,739	26,000		26,000
12 Homeowner's Property Tax Relief	865	4,500		4,500
13 Public Utility Tax & Reg. Railroad	-	62,000		62,000
14 Pass thru Property Taxes County of Orange	240,565	525,000		525,000
15 Pass thru Property Taxes City of Westminster	1,878,538	3,000,000		3,000,000
16 Investment Income	1,051,356	350,000	800,000	1,150,000
17 Interest on Undistributed Taxes	-	2,000		2,000
18 Other Revenue	12,559	213,000		213,000
19 Gain/(Loss) on Disposal of Capital Assets	(4,920)	5,000		5,000
20				
21 NON-OPERATING REVENUES	\$ 3,900,779	\$ 5,531,500	800,000	\$ 6,331,500
22 TOTAL REVENUES	\$ 8,566,097	\$ 13,918,500	806,000	\$ 14,724,500

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY22-23 BUDGET ADJ #2

		FY 2022-23	FY 2022-23	PROPOSED	REVISED
		ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
BOARD OF DIRECTORS					
23	Directors' Fees (salaries)	41,400	115,000		115,000
24	Medicare	589	1,600		1,600
25	Group Insurance	44,822	90,000		90,000
26	Workers' Compensation Insurance	348	350		350
27	Director Reimbursements	-	-		-
28	Board Meeting Expenses	1,515	5,000		5,000
29	Operating Expense	331	4,000		4,000
30	Services & Supplies	1,290	2,000		2,000
31	Board Election Costs	-	72,000		72,000
32	Board Development & Travel Expenses	1,821	45,000		45,000
33	TOTAL BOARD OF DIRECTORS	\$ 92,116	\$ 334,950	-	\$ 334,950

		FY 2022-23	FY 2022-23	PROPOSED	REVISED
		ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
ADMINISTRATION					
34	Salaries & Wages	441,348	890,000	16,000	906,000
35	Medicare	6,366	16,000		16,000
36	CalPERS Retirement	50,523	280,000		280,000
37	Group Insurance	91,077	190,000		190,000
38	Group Insurance - Retirees	32,174	50,000		50,000
39	Group Insurance Retirees Trust Reimbursement	-	(50,000)		(50,000)
40	Workers' Compensation Insurance	3,956	4,000		4,000
41	Uniforms & Laundry Services	244	550		550
42	Employee Reimbursements	875	3,000		3,000
43	Office Expenses & Supplies	4,945	15,000		15,000
44	Operating Expenses	12,098	45,000		45,000
45	Local Govt. Formation Commission (LAFCO)	19,153	19,200		19,200
46	Services & Supplies	15,278	20,000		20,000
47	Printing & Publications	-	2,000		2,000
48	Permits Fees Testing & Taxes	1,698	3,500		3,500
49	Memberships Dues & Subscriptions	10,208	13,000		13,000
50	Staff Development & Travel	4,487	30,000		30,000
51	Education & Training	932	6,000		6,000
52	Employee Awards Incentives & Recognition	31,986	40,000		40,000
53	Medical Exams & Testing	100	4,500		4,500
54	Property & Liability Insurance	70,989	71,000		71,000
55	Gasoline & Diesel Fuel	710	3,000		3,000
56	Repairs & Maintenance	261	10,000		10,000
57	Audit & Financial Services	18,400	19,500		19,500
58	Legal Services Personnel	2,548	35,000		35,000
59	Legal Services General Counsel	58,637	90,000		90,000
60	Information Technology	22,650	50,000		50,000
61	Professional & Consulting Services	3,050	65,000		65,000
62	Temporary Personnel	-	75,000		75,000
63	Community Outreach & District Events	7,304	70,000		70,000
64	Social Media & Radio Events	12,197	40,000		40,000
65	District Calendar	44,595	40,000	5,000	45,000
66	Newsletters	-	40,000	(5,000)	35,000
67	Utilities	16,468	35,000		35,000
68	Depreciation & Amortization Expenses	29,487	65,000		65,000
69	TOTAL ADMINISTRATION	\$ 1,014,745	\$ 2,290,250	16,000	\$ 2,306,250

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY22-23 BUDGET ADJ #2

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
FLEET MAINTENANCE				
70 Salaries & Wages	135,611	360,000		360,000
71 Medicare	1,933	4,500		4,500
72 CalPERS Retirement	20,679	74,000		74,000
73 Group Insurance	36,336	100,000		100,000
74 Group Insurance Retirees	2,292	7,500		7,500
75 Group Insurance Retirees Trust Reimbursement		(7,500)		(7,500)
76 Workers' Compensation Insurance	10,352	10,500		10,500
77 Uniforms & Laundry Services	1,209	4,500		4,500
78 Employee Reimbursements	364	2,000		2,000
79 Services & Supplies	2,747	-	3,000	3,000
80 Education & Training	-	3,000		3,000
81 Medical Exams & Testing	275	700		700
82 Property & Liability Insurance	74,817	75,000		75,000
83 Gasoline & Diesel Fuel	2,079	4,000		4,000
84 Tools & Equipment	20,328	30,000		30,000
85 Repairs & Maintenance	7,787	8,000		8,000
86 Hazardous Waste Used/Mixed Oil	473	-		-
87 Utilities	401	2,000		2,000
88 Depreciation & Amortization Expenses	3,441	6,900		6,900
89	\$ 321,123	\$ 685,100	3,000	\$ 688,100

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
SOLID WASTE				
90 Salaries & Wages	467,670	990,000		990,000
91 Medicare	6,688	18,000		18,000
92 CalPERS Retirement	41,182	275,000		275,000
93 Group Insurance	141,634	295,000		295,000
94 Group Insurance Retirees	29,964	58,000		58,000
95 Group Insurance Retirees Trust Reimbursement	-	(58,000)		(58,000)
96 Workers' Compensation Insurance	54,084	55,000		55,000
97 Uniforms & Laundry Services	4,692	12,000		12,000
98 Employee Reimbursements	2,585	5,000		5,000
99 Operating Expenses	3,400	5,000		5,000
100 Services & Supplies	44,705	75,000	(8,500)	66,500
101 Education & Training	408	9,000		9,000
102 Medical Exams & Testing	1,353	5,000		5,000
103 Property & Liability Insurance	138,955	140,000		140,000
104 Claims Expense	291	10,000		10,000
105 Gasoline & Diesel Fuel	2,761	6,500		6,500
106 Tonnage Fees Trash (black cart)	654,978	1,550,000		1,550,000
107 Tonnage Fees Recycling (blue cart)	-			-
108 Tonnage Fees Organics (green cart)	453,785	1,100,000		1,100,000
109 Refuse, Recycling, and Organic Containers	245,475	300,000		300,000
110 Repairs, Maintenance, Tires, and Restock Parts	212,650	410,000		410,000
111 Repairs & Maintenance CNG Facilities	20,292	75,000		75,000
112 Professional & Tech Services	7,169	7,500		7,500
113 Clean-up Events	4,035	30,000		30,000
114 SB 1383 Organic Waste Reduction	31,671	34,000		34,000
115 Utilities	38,759	55,000		55,000
116 Natural Gas Fuel CNG Facilities	83,003	150,000	150,000	300,000
117 Depreciation & Amortization Expenses	397,200	800,000		800,000
118 TOTAL SOLID WASTE	\$ 3,089,387	\$ 6,412,000	141,500	\$ 6,553,500

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY22-23 BUDGET ADJ #2

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
SEWER DEPARTMENT				
119 Salaries & Wages	187,661	440,000		440,000
120 Medicare	2,733	6,000		6,000
121 CalPERS Retirement	27,690	150,000		150,000
122 Group Insurance	46,836	120,000		120,000
123 Group Insurance Retirees	17,277	40,000		40,000
124 Group Insurance Retirees Trust Reimbursement	-	(40,000)		(40,000)
125 Workers' Compensation Insurance	14,683	14,700		14,700
126 Uniforms & Laundry Services	1,131	3,500		3,500
127 Employee Reimbursements	929	3,000		3,000
128 Operating Expenses	2,443	5,000		5,000
129 Services & Supplies	5,494	-	5,500	5,500
130 Permits Fees Testing & Taxes	18,522	25,000		25,000
131 Memberships Dues & Subscriptions	606	-	1,000	1,000
132 Education & Training	1,081	5,000	(1,000)	4,000
133 Medical Exams & Testing	552	900		900
134 Property and Liability Insurance	86,399	86,500		86,500
135 Claims Expense	-	10,000		10,000
136 Gasoline & Diesel Fuel	3,474	6,500		6,500
137 Repairs & Maintenance	68,510	200,000		200,000
138 Emergency Repairs	-	150,000		150,000
139 Professional & Tech Services	9,942	25,000	510,000	535,000
140 Fats, Oils & Grease (FOG) Program	8,875	25,000		25,000
141 Resident Lateral Assistance Program	-	3,600		3,600
142 Utilities	21,074	50,000		50,000
143 Natural Gas Fuel CNG Station	-	10,000		10,000
144 Depreciation & Amortization Expenses	292,600	585,000		585,000
145 TOTAL SEWER	\$ 818,511	\$ 1,924,700	515,500	\$ 2,440,200

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
MIDWAY CITY SANITARY DISTRICT				
146 REVENUES	\$ 8,566,097	\$ 13,918,500	806,000	\$ 14,724,500
147 EXPENSES	\$ 5,335,881	\$ 11,647,000	676,000	\$ 12,323,000
148 REVENUES - EXPENSES =	\$ 3,230,216	\$ 2,271,500	\$ 130,000	\$ 2,401,500

	FY 2022-23	FY 2022-23	PROPOSED	REVISED
	ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
149 Sewer System Department	818,511	1,924,700	515,500	2,440,200
150 Solid Waste Department	3,089,387	6,412,000	141,500	6,553,500
151 Fleet Maintenance Department	321,123	685,100	3,000	688,100
152 Administration Department	1,014,745	2,290,250	16,000	2,306,250
153 Board of Directors	92,116	334,950	-	334,950
154 TOTAL SUMMARY BY DEPT	\$ 5,335,881	\$ 11,647,000	676,000	\$ 12,323,000

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL
Q2 FY22-23 BUDGET ADJ #2

		FY 2022-23	FY 2022-23	PROPOSED	REVISED
		ACTUAL	BUDGET	ADJUSTMENTS	BUDGET
CAPITAL OUTLAY & IMPROVEMENTS BUDGET					
155	<i>District Offices & Yard</i>				
156	Solar Project Design	6,522	115,000		115,000
157	Solar Project Construction	-	700,000		700,000
158	District Building Project Construction	1,002,190	5,700,000		5,700,000
159	District Buildings Facility, Features, & Furnishings	-	100,000		100,000
160	District Buildings Technology	-	100,000		100,000
161	1 New Class C Vehicle to Replace District Van	-	80,000		80,000
162	<i>Fleet Maintenance</i>				
163	New Steam Cleaner for Wash Rack	-	15,000		15,000
164	<i>Solid Waste</i>				
165	1 New Class C Vehicle	-	80,000		80,000
166	1 New Side Loader Trash Truck		425,000		425,000
167	Rebuilt Engines & Packers for CNG Trash Trucks	28,122	60,000		60,000
168	<i>Sewer</i>				
169	New Sewer Lift Station Pumps	-	350,000		350,000
170	SCADA System Upgrades	21,145	50,000		50,000
171	<i>Miscellaneous</i>				
172	Payments Towards Unfunded Liabilities	-	-		-
173	Payment Towards 115 CEPPT Trust	450,000	700,000		700,000
174	TOTAL CAPITAL OUTLAY & IMPROVEMENTS	\$ 1,507,979	\$ 8,475,000	-	\$ 8,475,000

AGENDA ITEM 7D

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Approve Attendance to the 70th Assembly District Open House
March 16, 2023, for Board Members and Staff Who Wish to Attend

BACKGROUND

Assemblymember Tri Ta represents the 70th Assembly District in Sacramento, which the Midway City Sanitary District resides, and will be hosting an open house for the community Thursday, March 16, 2023 at his 70th District Office in Westminster.

Now more than ever special district need to advocate on behalf of the communities they serve. From climate adaption to workforce development, lawmakers in Sacramento are making critical decisions that will impact the budget, infrastructure, and operations of the Midway City Sanitary District.

By attending this event, this is an opportunity to hear from local top decision-makers, build partnerships and strengthen the voice of local control. By attending this event and being actively involved and engaging with the local community and with our local Assemblyman Tri Ta, the District can best advocate for the people it serves.

STAFF RECOMMENDATION

Staff recommends approval of attendance to the 70th District Open House, March 16, 2023, for board members and staff who wish to attend.

FISCAL IMPACT

No fiscal impact to attend.

Attachment:

1. Flyer for 70th Assembly District Open House



Assemblymember Tri Ta
70th Assembly District

Open House

Event Date

Thursday, March 16, 2023
5:00 PM to 7:00 PM

Location

Assemblyman Tri Ta | 70th District Office
14361 Beach Blvd Ste 211
Westminster, CA 92683

Hosted by

Assemblymember Tri Ta

Contact Information

Phone #: [\(714\) 379-0970](tel:(714)379-0970)

Website: <http://asm.ca.gov/ta>

Please RSVP here to attend the Open House. There will be an opportunity to meet the staff and receive a legislative update.

AGENDA ITEM 7E

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Approve Attendance to the California Special District Association (CSDA) Special District Legislative Days in Sacramento, May 16-17, 2023, for Board Members and Staff Who Wish to Attend

BACKGROUND

The California Special District Association (CSDA) Special District Legislative Days is being held May 16-17, 2023, at the State Capital, in Sacramento.

In 2022, Special District Legislative Days brought 200 special district officials to meet with State Legislators and Capital Staff.

With one-third of the State Legislature turned over this year, this makes the 2023 Special Districts Legislative Days an important event to attend. Now more than ever special districts need to advocate on behalf of the communities they serve. Lawmakers in Sacramento and Washington D.C. are making critical decisions that will impact the budget, infrastructure, and operations for special districts and Midway City Sanitary District.

Special District Legislative Days is the only opportunity for all types of special districts, large and small, north and south, rural and urban to come together with one united voice. Issues like revenue, governance, labor, and public works matter to all districts whether they provide water, sewer, solid waste, fire protection, parks, cemeteries, healthcare, mosquito abatement, ports, harbors, airports, libraries, or other essential services.

By attending Special District's Legislative Days, the Midway City Sanitary District has an opportunity to hear from California's top decision-makers, build partnerships and strengthen the voice of local control.

Note: The District has a regular board meeting scheduled for Tuesday, May 16th at 5:30 PM.

STAFF RECOMMENDATION

Staff recommends approval of attendance to the California Special District Association (CSDA) Special District Legislative Days in Sacramento, May 16-17, 2023, for board members and staff who wish to attend.

FISCAL IMPACT

CSDA Member registration cost is \$300 per person or \$375 after 4/21. Potential cost for travel and lodging is approximately \$750 per person.

AGENDA ITEM 7F

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Approve the February 10, 2023, Franchise Committee Report

BACKGROUND

The Midway City Sanitary District (District) Franchise Committee (Committee) met with CR&R on February 10, 2023, at 12:30 PM.

In attendance were:

MCSD Board Director, Mark Nguyen

MCSD Interim General Manager, Robert Housley

MCSD Board Director, Sergio Contreras

MCSD Director of Operations/Safety, Nick Castro

CR&R, Mike Carey

CR&R, Sabrina Marquez

The following is a list of priorities and deliverables that were discussed:

1. CR&R expects residential diversion numbers and the commercial and the multi-family program compliance numbers to increase by end of the 1st Quarter 2023 and no later than 2nd Quarter 2023. CR&R will continue to report the progress and provide monthly numbers at each franchise committee meeting.
2. CR&R will provide a plan and timeline at the next franchise committee meeting (March 10, 2023) on conducting a waste characterization study for both the residential waste and commercial/multi-family waste service to provide revised diversion numbers.
3. CR&R will provide a list of at least 10 homeowner associations, multi-family properties, and mobile home parks that MCSD can partner with CR&R to target this year to help educate them on the programs that are available to them.
4. CR&R will continue to identify potential educational opportunities to our customers and especially to the youth in the community.
5. CR&R will continue to partner with MCSD for onsite visits to evaluate waiver requests for recyclables, organics, and food waste.
6. CR&R will continue to meet with MCSD monthly basis to set benchmarks and receive updates.

The next Franchisee Committee meeting is set for March 10, 2023, at 12:00 PM.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the February 10, 2023, franchise committee report.

FINANCIAL IMPACT

No fiscal impact.

AGENDA ITEM 8A

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Consider Approval of Additional Services Provided by Rengel+CO Architects, in the Amount of \$278,702.50 for The District's Building and Solar Project and Authorize the Interim General Manager to Execute Amendment No. 1.

BACKGROUND / DISCUSSION

At the February 7, 2023 meeting, the Board of Directors (Board) deferred this item to gather further clarification from Rengel+CO Architects on the additional services provided. On February 14, 2023, the Interim General Manager along with Board Directors Sergio Contreras and Mark Nguyen met with the architect on February 14, 2023, to receive further clarification on the additional services provided. The additional services were essential to the project and authorization was provided by the District to Rengel+Co for their services.

September 1, 2020, the Board approved a Professional Services Agreement (Agreement) with Rengel+CO Architects, Incorporated (Rengel) to provide architectural and engineering design and construction support services for the District's Building Expansion and Occupied Renovation Project. The approved not-to-exceed compensation for the original scope of work under the Agreement that was \$243,100.00, which was based on an estimated construction cost of \$2,550,000 and within a specific scope of work. The actual award for construction exceeded the original estimate. April 16, 2022, the Board awarded Woodcliff Corporation the construction contract for the Project, in the amount of \$5,499,483.

Since awarding the construction contract for the Project, several unforeseen and District changes have occurred. The original scope of work changed to reassigning the solar canopy work, expansion of the guest lobby area, installing computer, and low voltage cables for security and a camera system. After the project was designed, the City of Westminster required the District to submit a separate Architectural plan for landscape for review and approval.

Unforeseen circumstances and the construction contract amount are the biggest reason for the additional cost, including an unfavorable soils report that required a major revision to the foundation for the two front buildings to be able to stay connected without separating and sinking. This was a major change to the scope of work and required additional revisions to many other structural components, as well.

The Construction Management cost was originally calculated at 2.5% of the estimated

cost of the Project as initially designed and estimated at a cost to construct in 2020 as \$2,550,000. By the time the Project was finally awarded, the major revisions had already been done and the construction cost for the Project exceeded the original estimate.

Rengel has provided an authorization for additional services that coordinates with the extra work and necessary changes for consideration. The additional costs total \$278,702.50, bringing the total contract amount to \$521,802.50.

RECOMMENDATION

Staff recommends that the Board of Directors **(1)** approve and authorize the Interim General Manager to execute Amendment No. 1 to the Professional Services Agreement with Rengel+CO Architects, Incorporated to provide architectural and engineering design and construction support services for the District’s Building Expansion and Occupied Renovation Project; **(2)** ratify all previous authorizations for additional services approved by the General Manager, and **(3)** authorize the General Manager / Interim General Manager to approve additional change orders and authorizations for additional services under the Agreement in an aggregate amount up to \$25,000.

FISCAL IMPACT

The original contract amount was	\$243,100.00
The additional services are	\$278,702.50
New total contract amount is	\$521,802.50

Attachments:

1. Authorization for Additional Services 01.24.23
2. Original Pricing for Architectural, Engineering, and Construction Support Services
3. Architects revised floor plan re expansion of front lobby area 01.25.23
4. Amendment No. 1 (including previous authorizations for additional services)



Authorization for Additional Services

Project: **Midway City Sanitary District, Westminster**

Client: Robert Housley, General Manager	Date: 24-Jan-23
Midway City Sanitary District	Attention: Robert Housley
14451 Cedarwood Ave, Westminster CA 92683	RCA Job #: 202041.05

We have been directed to make the following changes in this Contract:

- A. **Architectural/Structural coordination Solar Canopy**
 Bid process not effective, assign Solar Canopy to Woodcliff: estimate hourly time to coordinate (final hours may vary):

Principal 1	15.0 hrs x	250 /hr	3,750.00
Principal 2	25.0 hrs x	200 /hr	5,000.00
Cadd 1	35.0 hrs x	110 /hr	3,850.00
Clerical	8.0 hrs x	65 /hr	520.00
			9,370.00

 - B. **Construction Management Services reconciliation** 64,650.00
 CM Services re-budget from contract construction budget
 original proposal: \$60,000 (2.25% x \$2,550,000)
 updated proposal: \$124,684 (2.25% x \$5,541,500)

 - C. **Revise conventional concrete footing to structural mat foundation** 74,000.00
 Original architectural/structural foundation was to be conventional slab-on-grade with perimeter footing. Following soil report, unstable soil conditions will require a structural mat foundation to (a) support the proposed structure both laterally and bearing and (b) tie the new addition to the existing structure without lateral movement between buildings. Services include architectural services for additional detailing and coordination with engineers, structural engineering for lateral/vertical loading, shear, and foundation design, soils engineer coordination and redesign of interior framing to new structural system.

 - C. **Soils Engineering construction special inspections (see attached)** 4,207.50

 - D. **Misc Additional Services** 3,550.00
 City lost landscape plans, resubmittal, general City processing

PRIN 1	1.5 hrs x	300 /hr	300.00
PRIN 2	10.0 hrs x	200 /hr	2,000.00
CAD 1	10.0 hrs x	125 /hr	1,250.00

 - E. **Proposed revisions: allowance for revision time to approved plans:** 28,000.00
 Floor plan, doors, roll-ups, reviews for PM changeover (Ken to Robert), add windows, furnishings, low voltage systems, security, cameras, etc. (allowance only, final hours may vary, not-to-exceed without additional authorization)
 Structural Engineering 5,000.00
- Total: \$ 188,777.50**

The Original Contract Sum was	\$ 243,100.00
Net Change by previously authorized Additional Services.....	\$ 89,925.00
The Contract sum prior to this Change Order was.....	\$ 333,025.00
The Contract sum will be increased by this Change Order.....	\$ 188,777.50
The new Contract Sum, including this Change Order will be.....	\$ 521,802.50

<u>Agreed to:</u> _____ For Midway City Sanitary District 14451 Cedarwood Ave, Westminster, CA	<u>Agreed to:</u> Rengel+Company Architects 333 El Camino Real, Tustin, CA 92780 01.31.2023
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Work will not proceed further until a signed approval of this document is received by our office

X Work has partially underway. As verbally instructed and in consideration of timing, please expedite signed approval.

PRICING

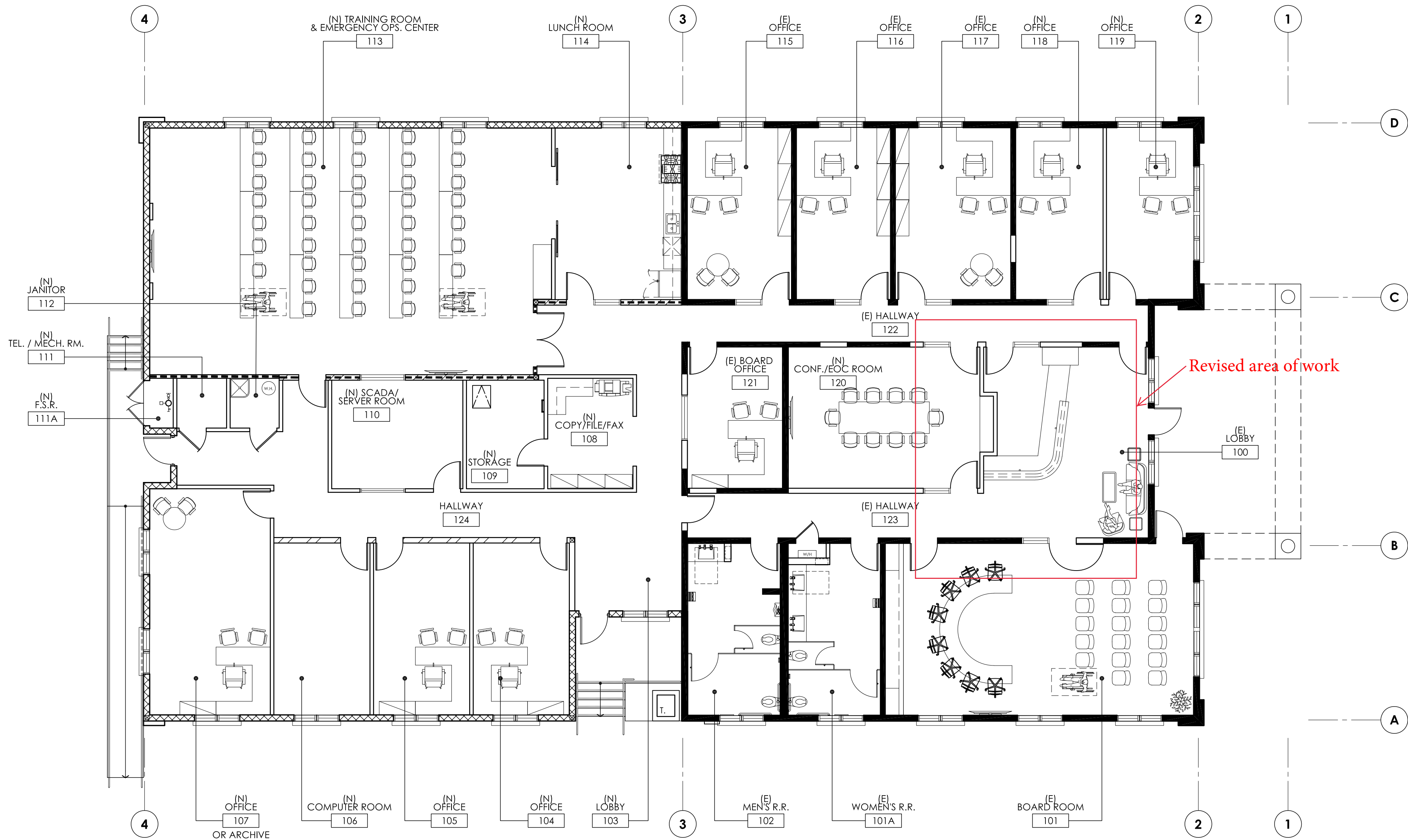
		Time Frame & Pricing	
ARCHITECTURAL SERVICES:		DAYS	TOTAL
1	Review Space Programming & Field Verification (as needed) *Main Building *Main Building Renovation *Kitchen Rendering *Locker Room/Shower Building Drawing	15	\$ 15,500
2	Produce Complete Construction Documents & Plan Check Corrections*	60	\$ 78,000
3	Produce MEP Engineering Documents 25 days	included	
	Produce Civil Engineering Documents 30 days	included	
	Produce Structural Engineering Documents 25 days	included	
	Produce Landscape Architectural Documents 10 days	included	
	Produce Other Engineering Documents 15 days (Soils)	included	
	Produce Renderings 15 days	included	
4	Interior Design Development-Select & Provide finish boards	12 days	included \$ 7,500
5	Building Department Submittals - City, County and Fire Permits*	30	
6	RFI Responses - turnaround times:	1-3 days depends on RFI	
7	Submittal Review/Approval - turnaround time:	1-3 days, depends on submit	
8	Attend on-site weekly meetings	N/A	
9	Punch List Walk Thru and Closure documentation process	3	
10	Any other consultants or Services Required:	N/A	
TOTAL ARCHITECTURAL TIMING AND FEES:		93	\$ 101,000
ENGINEERING SERVICES:			
1	Mechanical, Electrical & Plumbing	25	\$ 16,000
2	Civil Engineering	30	\$ 22,700
3	Structural Engineering	25	\$ 23,900
4	Landscape Architecture	10	\$ 4,500
5	Structural Engineering (prefab solar carport, foundation only: deduct \$2500)		
6	Structural Engineering (design-build by others or delete solar carport: deduct \$5000)		
7	Other Engineering (SOILS ENGINEERING REPORT)	15	\$ 15,000
TOTAL ENGINEERING TIMING AND FEES:		concurrent	\$ 82,100
TOTAL ARCHITECTURAL & ENGINEERING TIMING & FEES:		93	\$ 183,100
		(18 weeks)	

Construction Support Services (option 1 Lump Sum)

2.25% Construction Management option: Rengel+Company, Architects is a licensed California general contractor with a Class B license #480056. The fee is based on award of the Architectural contract and is 2.25% of the estimated construction cost of \$2.55M	\$ 57,352
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***NOTES/Qualifications:**

- a. "DAYS" are working days, M-F; 5 DAYS = 1 WEEK
- b. "Produce Construction Documents" (#2) includes 60 days to produce drawings plus 15 days allowance for corrections. Time budget line does not include time for City Review, estimated at 30 days (6 weeks) with current city workload (#5).
- c. Consultants/Engineering (#3) will run concurrently with #2 and between themselves in "Engineering Services" #1-5
- d. Fire Sprinklers are not required in for buildings <9000SF and not included or shall be design-build with the GC.
- e. Site visits by engineers limited to: Civil/Structural (2), MEP (1). Additional visits \$500
- f. Per the Q&A, it was suggested to provide as-builts of all underground utilities, which would require an underground utility scan. The project can be completed without this, but to provide an underground utility scan is an additional cost of \$19,000



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 1") is made and entered into by and between **MIDWAY CITY SANITARY DISTRICT**, a public entity ("DISTRICT") and **RENGEL + COMPANY ARCHITECTS, INCORPORATED**, a California corporation. ("CONSULTANT"), effective February 21, 2023.

RECITALS

A. This Amendment No. 1 is entered into pursuant to authorization of the DISTRICT's Board of Directors dated February 21, 2023.

B. DISTRICT and CONSULTANT are parties to that certain Professional Services Agreement (the "Agreement"), dated September 1, 2020, for CONSULTANT to provide Architectural and Engineering Design and Construction Support Services for the MCSD Expansion & Occupied Renovation Project (the "Project").

C. DISTRICT and CONSULTANT desire to amend the Agreement to incorporate additional services of CONSULTANT related to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, DISTRICT and CONSULTANT agree as follows:

1. Section 2 (Services to be Provided) of the Agreement is hereby amended to include the additional services described in the Authorizations for Additional Services attached as Exhibit "A" to this Amendment No. 1. Exhibit "A" is hereby incorporated into CONSULTANT's Proposal and the Contract Documents.
2. Section 3.1 (Amount) of the Agreement is hereby amended to read as follows:
 - 3.1 Amount. Compensation for the services performed under this Agreement shall be per the Pricing schedule included in the Proposal. In no case shall total compensation paid to CONSULTANT under this Agreement exceed the amount of **Five Hundred Twenty-One Thousand Eight Hundred Two Dollars and Fifty Cents (\$521,802.50)**.
3. Except as otherwise expressly provided in this Amendment No. 1, all of the terms and conditions of the Agreement remain in full force and effect.
4. This Amendment No. 1 may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Amendment No. 1 are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Amendment No. 1 to physically form one (1) original

document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

IN WITNESS THEREOF, DISTRICT and CONSULTANT have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

**"DISTRICT"
MIDWAY CITY SANITARY
DISTRICT**

**"CONSULTANT"
RENGEL + COMPANY
ARCHITECTS, INCORPORATED**

By:

By:

Robert Housley,
Interim General Manager

Name:

Title:

APPROVED AS TO FORM

By:

James H. Eggart, General Counsel

Name:

Date: _____

Title:

EXHIBIT "A"
AUTHORIZATIONS FOR ADDITIONAL SERVICES



Authorization for Additional Services

Project: **Midway City Sanitary District, Westminster**

Client: **Ken Robbins, General Manager**
 Midway City Sanitary District
 14451 Cedarwood Ave, Westminster CA 92683

Date: 23-Jun-21
 Attention: Ken Robbins
 RCA Job #: 202041.01

We have been directed to make the following changes in this Contract:

A. Directive from by Orange County Fire Authority for sprinklers, hydrant

Includes minor additional work requested by MCSD: paint spec for metal buildings, convert old restroom to Archive, add parking per City Planning approval, minor interior revisions. Work to date (see attached hour breakdown with remarks):

Principal 1	12.0 hrs x	250 /hr	3,000.00
Sr Proj Mgr	28.5 hrs x	130 /hr	3,705.00
CAD 1	6.0 hrs x	100 /hr	600.00
CAD 2	22.5 hrs x	90 /hr	2,025.00
Admin	6.0 hrs x	60 /hr	360.00

9,690.00

B. Directive from by Orange County Fire Authority for sprinklers, hydrant

Remaining work to be completed based on 'A' above:

Principal 1	2.5 hrs x	2,050 /hr	5,125.00
Sr Proj Mgr	8.0 hrs x	130 /hr	1,040.00
CAD 1	32.0 hrs x	100 /hr	3,200.00
CAD 2	6.0 hrs x	90 /hr	540.00
Admin	4.0 hrs x	60 /hr	240.00

10,145.00

C. Civil Engineering required for new fire lines and WQMD plan

Grading exceeds maximum allowed without WQMD plan due to new grading and trenching for fire lines. See attached proposals from DRC Engineering.

DRC Work Authorization #1 (attached)	6,500.00
DRC Work Authorization #2 (attached)	5,500.00
Rengel+Company coordination/reimbursable markup 10%	1,200.00

13,200.00

Total: \$ 33,035.00

The Original Contract Sum was	\$ 243,100.00
Net Change by previously authorized Additional Services.....	\$ -
The Contract sum prior to this Change Order was.....	\$ 243,100.00
The Contract sum will be increased by this Change Order.....	\$ 33,035.00
The new Contract Sum, including this Change Order will be.....	\$ 276,135.00

Agreed to:

Agreed to:

 For Midway City Sanitary District
 14451 Cedarwood Ave, Westminster, CA

Rengel+Company, Architects
 333 El Camino Real, Tustin, CA 92780

06/23/2021

Work will not proceed further until a signed approval of this document is received by our office

Work has partially underway. As verbally instructed and in consideration of timing, please expedite signed approval.

Rengel + Co. Architects, Inc.
Time by Job Detail
All Transactions

Date	Name	Duration	Notes
Midway City Sanitary District:202041.01 Midway City Sanitary District			
Arch:Cadd 1			
04/22/2021	Huy Nguyen**	1.00	ADD CD / FIRE SUBMITTAL
04/23/2021	Huy Nguyen**	1.50	ADD CD / FIRE SUBMITTAL
04/29/2021	Huy Nguyen**	1.00	CD / FIRE SUBMITTAL
05/04/2021	Huy Nguyen**	2.00	CD / FIRE SUBMITTAL
05/05/2021	Huy Nguyen**	0.50	CD / FIRE SUBMITTAL
Total Arch:Cadd 1		6.00	
Arch:Cadd 2 - VS			
02/23/2021	Viviana Sanchez**	6.50	specifications
04/19/2021	Viviana Sanchez**	7.50	ADD specifications
04/20/2021	Viviana Sanchez**	0.50	ADD specifications
04/29/2021	Viviana Sanchez**	2.50	specifications
04/30/2021	Viviana Sanchez**	5.50	specifications
Total Arch:Cadd 2 - VS		22.50	
Arch:P1			
	Richard Rengel	12.00	
Total Arch:P1		12.00	
Arch:P2-SS			
02/24/2021	Sadia Syed**	2.00	design review comment coord resubmit 2/24 - for fire master plan comments
03/17/2021	Sadia Syed**	1.50	Add scope for roll-ups, paint bldgs, gates
03/19/2021	Sadia Syed**	1.00	Add scope for roll-ups, paint bldgs, gates
03/22/2021	Sadia Syed**	0.50	add scope for roll-ups, paint bldgs, gates
03/25/2021	Sadia Syed**	1.00	add scope for roll-ups, paint bldgs, gates
03/29/2021	Sadia Syed**	1.00	design review emails + OCFA call
03/29/2021	Sadia Syed**	1.00	add scope for roll-ups, paint bldgs, gates
03/30/2021	Sadia Syed**	1.00	design review emails + OCFA call
04/06/2021	Sadia Syed**	1.00	fire master plan for OCFA
04/09/2021	Sadia Syed**	1.50	fire master plan for OCFA
04/12/2021	Sadia Syed**	2.00	Fire Master Plan for OCFA
04/13/2021	Sadia Syed**	1.00	Fire Master Plan for OCFA
04/15/2021	Sadia Syed**	0.50	Fire Master Plan for OCFA
04/19/2021	Sadia Syed**	1.50	ADD Fire Master Plan OCFA. Geotech/fire flow test
04/20/2021	Sadia Syed**	1.00	ADD Fire Master Plan OCFA. Geotech/fire flow test
04/22/2021	Sadia Syed**	1.00	ADD Fire Master Plan OCFA. Geotech/fire flow test
04/23/2021	Sadia Syed**	1.00	ADD Fire Master Plan OCFA. Geotech/fire flow test
04/27/2021	Sadia Syed**	1.00	Fire Master Plan OCFA. Geotech/fire flow test
04/28/2021	Sadia Syed**	1.00	Fire Master Plan OCFA. Geotech/fire flow test
05/03/2021	Sadia Syed**	1.00	Specs for fire plan
05/03/2021	Sadia Syed**	1.00	Fire Master Plan OCFA. Geotech/fire flow test OCFA Fire master plan submittal 5/6
05/04/2021	Sadia Syed**	1.00	Fire Master Plan OCFA. Geotech/fire flow test OCFA Fire master plan submittal 5/6
05/05/2021	Sadia Syed**	0.50	Fire Master Plan OCFA. Geotech/fire flow test OCFA Fire master plan submittal 5/6
05/06/2021	Sadia Syed**	1.00	Fire Master Plan OCFA. Geotech/fire flow test OCFA Fire master plan submittal 5/6
05/20/2021	Sadia Syed**	1.00	Fire Master Plan OCFA, for review 5/6
05/27/2021	Sadia Syed**	1.00	Fire Master Plan OCFA, for review 5/6
06/01/2021	Sadia Syed**	0.50	Fire Master Plan OCFA, for review 5/6
Total Arch:P2-SS		28.50	
Total Midway City Sanitary District:202041.01 Midway City Sanitary District		69.00	



160 South Old Springs Road, Ste. 210
Anaheim Hills, California 92808
Phone: 714-685-6860
Fax: 714-685-6801

Civil Engineering/Land Surveying/Land Planning

Additional Work Authorization #2

Job No. 20-673
Page 1 of 11

June 16, 2021

**Project: Additional Work Authorization #2
Midway City Sanitation District, Westminster, CA**

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization (AWA) is for engineering services related to the Midway City Sanitation District project located in Westminster. The following tasks, which fall outside of the original scope of services and previous AWAs, will be completed under this AWA.

Private On-site Fire Water Plan

DRC will prepare a private fire on-site water plan per OCFA requirements. The plan will show the new onsite fire hydrant and fire service line from the proposed fire backflow to the fire riser room. DRC will submit the plan to the OCFA for approval.

Public Water Plan

DRC will prepare a public water plan in accordance with the city's water department requirements for the proposed fire service and backflow device. DRC will process the plan with the city.

2.0 FEE SCHEDULE

The Scope of Services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that each of the above services is interrelated with the others, and that the total fee is divided into tasks solely to facilitate the preparation and approval of progress billings. The total, plus any fees for reimbursable expenses and authorized additional services is the contract amount.

Task	Fixed Fee
Private On-site Fire Water Pan	\$4,000
Public Water Plan	<u>\$1,500</u>
Total	\$5,500

DRC will perform the services detailed in Section 1.0 and per the terms included in the original contract for this project.

Accepted by: _____ Title: _____

Rengel+Company, Architects Date: _____

Additional Work Authorization #1

Job No. 20-673
 Page 1 of 1

November 19, 2020

**Project: Additional Work Authorization #1
 Midway City Sanitation District Project, Westminster, CA.**

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization (AWA) is for engineering services related to the Midway City Sanitation District, Westminster, California project. The following tasks, which fall outside of the original Scope of Services and previous AWAs, will be completed under this AWA.

Final Water Quality Management Plan (WQMP)

DRC will prepare a final WQMP in accordance with the current City/County stormwater regulations. The final WQMP will identify and describe the recommended best management practices (BMPs) for controlling the discharge of pollutants in the stormwater runoff, as well as ongoing operational and maintenance requirements. Stormwater management shall include source control measures to reduce runoff and treatment control measures to treat and regulate the off-site discharge flow rates and volumes. The selected BMPs and hydromodification strategy may involve the installation of on-site infiltration, vegetated swales, micro-basins or retention basins that can treat target pollutants from the first flush rainfall event including grease, sediment, trash and heavy metals.

On-Site Storm Drain Plan

Prepare a storm drain plan for the required on-site drainage and water quality improvements. This plan will show pipe location, size, material, invert grades, inlets, catch basins, roof drain connections, junctions and fittings for the collection and water quality treatment facilities for the on-site drainage. The pipelines will be shown in plan view only and no pipe profiles will be shown. The storm drain plan will also detail the outlet connection to the adjacent public drainage system. This scope does not include the design of a pump system if required.

2.0 FEE SCHEDULE

The Scope of Services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that each of the above services is interrelated with the others, and that the total fee is divided into tasks solely to facilitate the preparation and approval of progress billings. The total, plus any fees for reimbursable expenses and authorized additional services is the contract amount.

Task	Fixed Fee
Final Water Quality Management Plan (WQMP)	\$4,500
On-Site Storm Drain Plan	\$2,000
Total	\$6,500

DRC will perform the services outlined in Sections 1.0 and 2.0 on a fixed fee basis per the terms included in the original contract for this project.

Accepted by: _____ Title: _____

Rengel+Company, Architects Date: _____



Authorization for Additional Services

Project: **Midway City Sanitary District, Westminster**

Client: Ken Robbins, General Manager	Date: 20-Dec-21
Midway City Sanitary District	Attention: Ken Robbins
14451 Cedarwood Ave, Westminster CA 92683	RCA Job #: 202041.02

We have been directed to make the following changes in this Contract:

A. Directive from City to revise Landscape plans to comply with Grading revisions

Includes revisions by WT+Co not in scope of work to match Grading plans

Landscape Architects Work Authorization (attached)		3,900.00	
Principal 1	12.0 hrs x 250 /hr	3,000.00	
Sr Proj Mgr	16.0 hrs x 130 /hr	2,080.00	
CAD 1	6.0 hrs x 100 /hr	600.00	
CAD 2	16.0 hrs x 90 /hr	1,440.00	
Admin	6.0 hrs x 60 /hr	360.00	
			11,380.00

B. Directive from City Public Works for additional Percolation testing

Additional percolation testing required two additional borings to depth of 5'.

Hamilton and Associates Work Authorization (attached)		3,800.00	
Principal 1	2.0 hrs x 250 /hr	500.00	
Admin	6.0 hrs x 60 /hr	360.00	
			4,660.00

C. Directive from City for revised WQMD plan

WQMP plan revisions per City, not in scope of work. See attached proposals from DRC Engineering.

DRC Work Authorization #3 (attached)		705.00	
DRC Work Authorization #4 (attached)		4,950.00	
Principal 1	12.0 hrs x 250 /hr	3,000.00	
CAD 1	8.0 hrs x 130 /hr	1,040.00	
CAD 2	6.0 hrs x 90 /hr	540.00	
Admin	6.0 hrs x 60 /hr	360.00	
			10,595.00

Total: \$ 26,635.00

The Original Contract Sum was	\$	243,100.00
Net Change by previously authorized Additional Services.....	\$	33,035.00
The Contract sum prior to this Change Order was.....	\$	276,135.00
The Contract sum will be increased by this Change Order.....	\$	<u>26,635.00</u>
The new Contract Sum, including this Change Order will be.....	\$	302,770.00

Agreed to:

Agreed to:

 For Midway City Sanitary District
 14451 Cedarwood Ave, Westminster, CA

 Rengel+Company, Architects
 333 El Camino Real, Tustin, CA 92780

Work will not proceed further until a signed approval of this document is received by our office

X Work has partially underway. As verbally instructed and in consideration of timing, please expedite signed approval.



AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES

THIS AGREEMENT effective as of **10 December 2021**, is between **Rengel + Co., Architects, 333 El Camino Real, Tustin, California 92780-3605** (hereinafter referred to as "Client") and **Warren Tong + Company** (hereinafter referred to as "Landscape Architect"), for the following **Project: Street Frontage Landscape Development, Midway City Sanitary District. 14451 Cedarwood Ave, Westminster, CA 92683.**

Article 1 Landscape Architect's Basic Services

Landscape Architect agrees to provide its professional service in accordance with generally accepted standards of its profession. Landscape Architect agrees to put forth reasonable efforts to comply with codes, laws and regulations in effect as of the date of this agreement.

1.1 Project Coordination/Site Review Phase

1.1.1 Project Coordination

1.1.1.1 Coordinate landscape architectural design works with Client's Authorized Representatives and other project consultants.

1.1.2 Site Review

1.1.2.1 Review of existing conditions

1.1.2.2 Review existing irrigation systems

1.2 Conceptual Landscape Design Phase

1.2.1 Prepare Conceptual Landscape Design

1.2.1 Retention basin layouts

1.2.2 Propose plant materials

1.2.3 Propose pavings materials and related landscape materials

1.2.4 Propose layouts of Memorial plaques at existing flag pole

1.3 Construction Documents Phase

1.3.1 The Construction Documents shall consist of the following Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for construction of the Work.

1.3.1.1 General Notes

1.3.1.2 Water Efficient Landscape Guidelines Worksheet/Calculations

1.3.1.3 Landscape Pavings

- 1.3.1.4 Planting Plan
- 1.3.1.5 Planting Details
- 1.3.1.6 Irrigation Plan
- 1.3.1.7 Irrigation Details
- 1.2.1.8 Specifications

1.3 Construction Services Phase – Client Optional

- 1.3.1 Site Observation as requested by Client to review landscape installations to determine their conformance to specifications
 - 1.3.1.1 Landscape Architect shall make visits to the job site at intervals appropriate to the state of construction, but not limited to the following visits or as otherwise agreed by Landscape Architect in writing to become generally familiar with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Landscape Architect’s design intent and construction documents. On the basis of such on-site observations, Landscape Architect will keep Client informed of the progress and quality of Work.
 - 1.3.1.1.1 Review irrigation coverage tests
 - 1.3.1.1.2 Review quality and locations of plant materials prior to planting and planting locations
 - 1.3.1.1.3 Pre-maintenance period review and punch-list
 - 1.3.1.1.4 Post-maintenance period review – project sign-off
 - 1.3.1.2 Landscape Architect shall not have control, charge of nor be responsible for construction means, methods, techniques, sequences or procedures or for safety.
 - 1.3.1.3 Landscape Architect shall endeavor to secure compliance by the contractor to the plans and specifications.

1.4 Additional Services beyond Landscape Architect’s Basic Services may be provided if confirmed in writing by Client.

- 1.4.1 Providing additional conceptual site plan studies due to revised project program development
- 1.4.2 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactments or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Landscape Architect.
- 1.4.3 Preparing Drawings, Specifications, supportive data and services in connection with Change Orders.

1.5 Services Excluded from Landscape Architect’s Basic Services

- 1.5.1 All hardscape, lighting and grading/drainage
- 1.5.2 Construction cost estimates
- 1.5.3 Meetings with City agencies

- 1.5.4 All City plan check submittals, processing, approvals, permits and inspections
- 1.5.5 Providing 'as-built'/record drawings showing significant changes to the work made during construction based on marked-up prints, drawings and other data furnished by Contractor to Landscape Architect

Article 2 Client's Responsibilities

- 2.1 Client shall provide information regarding requirements for Project including a program, which shall set forth the Client's design objectives, constraints and criteria, including special site requirements.
- 2.2 Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations requested by Landscape Architect to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items in rendering services under this Agreement.
- 2.3 Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project Site.
- 2.4 Client shall be solely responsible for all subsurface soil conditions.
- 2.5 Client will obtain and pay for all necessary permits from authorities having jurisdiction over the project. Landscape Architect will assist Client with this obligation by completing and submitting appropriate paperwork and forms to governing authorities. Landscape Architect's assistance, however, shall not include attendance at meeting with such authorities or creating additional or special documentation required by such authorities.
- 2.6 Client agrees to provide the items describe in Articles 2.1 and 2.2 and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's Services.
- 2.7 Client agrees that Landscape Architect assumes no responsibility for identifying, locating, discovering, removal and treatment of any hazardous waste, known or unknown at the site. Landscape Architect is not responsible for consequences of any hazardous waste materials of any kind at the site, including but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
- 2.8 Client shall notify Landscape Architect promptly in writing of all non-conformances with the Construction Documents by Contractors.

Article 3 Compensation and Payments

- 3.1 Client agrees to compensate Landscape Architect as follows:

3.1.1	Project Coordination/Site Review Phase	\$ 500.00
3.1.2	Conceptual Landscape Plan Phase	\$ 875.00
3.1.2	Construction Documents Phase	\$ 2,000.00
3.1.3	Construction Services Phase (Optional)	\$ 175.00/hour
3.1.5	Additional Service	Principal: \$ 175.00/hour; CAD: \$ 125.00/hour

3.1.6 Reimbursable Expenses

3.1.6.1 All printing/plotting/reproductions @ cost + 15%

3.1.6.2 Mileage @ \$.58/mile

3.2 Landscape Architect shall bill Client for Services and Reimbursable Expenses once a month. All payments are payable Landscape Architect upon receipt of invoice. An interest charge of 1.5% per month will be added on all amounts due more than 30 days after the date of invoice. Landscape Architect's reserves the rights to suspend services on the Project until all past due payments have been made.

Article 4 Governing Law and Dispute Resolution

4.1 This Agreement shall be interpreted and enforced according to the laws of the State of California.

4.2 Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by the American Arbitration Association or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be share equally. In no event shall any demand for mediation is made after such claim or dispute would be barred by the applicable law.

Article 5 Ownership of Documents

5.1 All instruments of professional service prepared by Landscape Architect including, but not limited to, drawings and specifications, are the property of Landscape Architect, and these documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including the copyright in its documents. Client or other cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

5.2 If Client or person other than Landscape Architect makes any changes in the landscape architectural documents or project being installed that affect Landscape Architect's work, any and all liability arising out of such changes is waived as against Landscape Architect, and Client assumes full responsibility for such changes, unless Client has given Landscape Architect prior written notices and has received from Landscape Architect written consent for such changes.

5.3 Landscape Architect reserves the right to include representations of the Project in is promotional and professional materials.

Article 6 Miscellaneous Provisions

- 6.1 Landscape Architect is not responsible for determining and marking the location of any underground pipes, wires, conduits, cables or structures such as gas lines, fiber optics, irrigation or septic systems or any other items that may exist below the surface of the ground.
- 6.2 Landscape Architect makes no warranty, either expressed or implied, as the Landscape Architect's findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
- 6.3 Statement of Probable Construction Cost and Detailed Cost Estimates prepared by Landscape Architect represent his best judgment as a design professional familiar with the construction industry. Landscape Architect shall not be responsible for fluctuations in cost of labor, materials or equipment, or Contractors' methods for determining bid prices, or market conditions. Accordingly, Landscape Architect cannot and does not guarantee that bids will not vary from the Statement of Probable Construction Cost or other cost estimate prepared by him.
- 6.4 Landscape Architect makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil test, or general agronomic testing.
- 6.5 Landscape Architect is not responsible for any liability that may arise out of any substitutions of equipment, or specified products by anyone without the Landscape Architect's specific written approval.

Article 7 Limit of Liability Provision

- 7.1 Client understands and acknowledges that the design and construction process for this Project poses certain risks to both Landscape Architect and Client. Client further understands and acknowledges that the amount of risk that Landscape Architect can accept is tied, in part, to the amount of compensation received for services rendered. Landscape Architect's fee for the services offered is based on Client's agreement to limit Landscape Architect's aggregate liability not to exceed his professional fees actually received under this Agreement. Client further acknowledges that were it not for this promise to limit Landscape Architect's liability, Landscape Architect's compensation would need to increase to address the risks posed by this Project.
- 7.2 Client acknowledges that Landscape Architect shall have no responsibility or liability for elements designed by others, either existing or to be constructed. Nor shall Landscape Architect be responsible for elements designed by Landscape Architect should Landscape Architect is not retained to observe the construction.

Article 8 Project Client's Responsibility for Maintenance

- 8.1 Client acknowledges and agrees that proper Project maintenance is required after the Project is completed. A lack of or improper maintenance of the irrigation systems and plant materials may result in damage to property or persons. Client further acknowledges that, as between the parties to this Agreement, Project Owner is solely responsible for the results of any lack of or improper maintenance.

Article 9 Termination

- 9.1 Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.
- 9.2 If terminated, Client agrees to pay Landscape Architect for all Basic Services and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
- 9.3 Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to nonpayment.
- 9.4 In the event this Agreement is terminated before the completion of all services, Client agrees to release Landscape Architect from all liability for work performed

Article 10 No Assignment

- 10.1 Neither party can assign this Agreement without the other party's written permission.
- 10.2 Notwithstanding any other term in this Agreement, Landscape Architect shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.
- 10.3 Construction Phase Services will be provided to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. Landscape Architect maintains the right but not the duty to recommend that Client reject work that does not appear to conform generally to the plans and specifications. Landscape Architect shall not have any liability for recommendations made in good faith.
- 10.4 If Client retains others to perform such Construction Phase Services, Client will defend, indemnify and hold Landscape Architect harmless from all liability arising or resulting from the performance of job site observation by other person.

Article 11 Indemnifications

- 11.1 Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or person, including non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

Article 12 Attorneys' Fees

- 12.1 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly

prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

Article 13 Waivers of Consequential Damages and Subrogation

13.1 Client and Landscape Architect waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement.

13.2 Client and Landscape Architect waive all claims against each other to the extent covered by applicable insurance during design or construction including but not limited to claims for subrogation.

Article 14 No Third-Party Beneficiaries

14.1 Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries for this agreement except Landscape Architect and Client.

Article 15 Entire Agreement and Severability

15.1 This Agreement is the Entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Landscape Architect.

15.2 In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

Article 16 Board of Landscape Architects

16.1 Landscape Architects are regulated by the California Board of Landscape Architects. Any questions concerning a Landscape Architect may be referred to the Board at: Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, CA 95834, telephone 960.575,7230.

Approvals:

CLIENT:

Rengel+Co, Architects

LANDSCAPE ARCHITECT:

Warren Tong, ASLA
License No. LA1611, Exp Date 07.27.23

10 December 2021

Signature

Date

Signature

Date



HAMILTON
& Associates

1641 Border Avenue • Torrance, CA 90501 T 310.618.2190 888.618.2190 F 310.618.2191 W hamilton-associates.net

October 4, 2021
Project No. 20-2818-4

Midway City Sanitation District
c/o Rengel+Co Architects
333 El Camino Real
Tustin, CA 92780


Attention: Ms. Sadia Syed


Subject: Change Order, Percolation Testing, Proposed Stormwater Infiltration System, Midway City Sanitation District, 14451 Cedarwood Street, Westminster, California.

Dear Ms. Syed:

The purpose of this letter is to obtain your authorization for a change order to perform percolation testing at the subject site. Our work will include excavating two (2) additional boring to a depth of approximately 5-feet for percolation testing. Our work will be completed as a change order to our existing agreement and is estimated at \$3,800. If this meets with your approval and is acceptable, please indicate by signing below.

Respectfully Submitted,


Brendan J. Miller, EIT
Staff Engineer


David T. Hamilton, PE, GE
Principal Geotechnical Engineer

AUTHORIZATION TO PROCEED

CLIENT: _____

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Hamilton & Associates, Inc.

Geotechnical Engineering Construction Testing & Inspection Materials Laboratory

July 2, 2021

Job No. 20-673

Sadia Syed
Rengel+Company, Architects
333 El Camino Real, Tustin, CA 92780
Email: SSyed@rengelarch.com

**RE: Additional Work Authorization #3
Midway City Sanitation District Project, Westminster, CA**

Dear Sadia,

Please find enclosed Additional Work Authorization (AWA) #3 for out-of-scope services related to the Midway City Sanitation District project located in Westminster, California.

Please contact me should you have any questions.

Sincerely,



Gregory R. Cooke, P.E., P.L.S.
Project Manager

Attachment

Additional Work Authorization #3

Job No. 20-673

Page 1 of 1

July 2, 2021

**Project: Additional Work Authorization #3
Midway City Sanitation District, Westminster, CA**

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization (AWA) is for engineering services related to the Midway City Sanitation District project located in Westminster. The following task, which falls outside of the original scope of services and previous AWAs, will be completed under this AWA.

Additional Topographic Field Survey

DRC was required to perform an additional topographic field survey for the design of the storm drain system required for the storm water quality for the site. The survey included locating the existing storm drain manholes and catch basins near the site. DRC also located some additional elevations on the site for the design of the water quality units.

2.0 FEE SCHEDULE

The Scope of Services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that each of the above services is interrelated with the others, and that the total fee is divided into tasks solely to facilitate the preparation and approval of progress billings. The total, plus any fees for reimbursable expenses and authorized additional services is the contract amount.

Task	Fixed Fee
Additional Topographic Field Survey	<u>\$705</u>
Total	\$705

DRC will perform the services detailed in Section 1.0 and per the terms included in the original contract for this project.

Accepted by: _____ **Title:** _____

Rengel+Company, Architects **Date:** _____

December 8, 2021

Job No. 20-673

Sadia Syed
Rengel+Company, Architects
333 El Camino Real, Tustin, CA 92780
Email: SSyed@rengelarch.com

**RE: Additional Work Authorization #4
Midway City Sanitation District Project, Westminster, CA**

Dear Sadia,

Please find enclosed Additional Work Authorization (AWA) #4 for out-of-scope services related to the Midway City Sanitation District project located in Westminster, California.

Please contact me should you have any questions.

Sincerely,



Gregory R. Cooke, P.E., P.L.S.
Project Manager

Attachment

Additional Work Authorization #4

Job No. 20-673

Page 1 of 1

December 8, 2021

**Project: Additional Work Authorization #4
Midway City Sanitation District, Westminster, CA**

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization (AWA) is for engineering services related to the Midway City Sanitation District project located in Westminster. The following tasks, which fall outside of the original scope of services and previous AWAs, will be completed under this AWA.

Revise WQMP

DRC has been requested to revise the WQMP to change the BMPs on the site from non-infiltration devices to infiltration BMPs. DRC will revise the calculations, narrative and site map to address the changes.

Revise Precise Grading Plan

DRC will revise the precise grading plan and storm drain system on the plan set based on the new water quality BMPs for the site. The revisions will include the addition of the new underground infiltration system and bio-planters to the plan set.

Agency Coordination

DRC will coordinate the submittal and approval of the report and plans with the city, including plan submittal.

2.0 FEE SCHEDULE

The Scope of Services outlined in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that each of the above services is interrelated with the others, and that the total fee is divided into tasks solely to facilitate the preparation and approval of progress billings. The total, plus any fees for reimbursable expenses and authorized additional services is the contract amount.

Task	Fixed Fee
Revised WQMP	\$2,800
Revise Precise Grading Plan	\$1,700
Agency Coordination	\$450
Total	\$4,950

DRC will perform the services detailed in Section 1.0 per the terms included in the original contract for this project.

Accepted by: _____ **Title:** _____

Rengel+Company, Architects **Date:** _____



Authorization for Additional Services

Project: **Midway City Sanitary District, Westminster**

Client: Ken Robbins, General Manager	Date: 5-Apr-22
Midway City Sanitary District	Attention: Ken Robbins
14451 Cedarwood Ave, Westminster CA 92683	RCA Job #: 202041.03

We have been directed to make the following changes in this Contract:

A. Directive from City for additional revisions to Landscape plans, upgrade street landscape

Includes revisions by Civil/Landscape directed by City of Westminster

Landscape Architects Work Authorization (attached)				1,125.00
Civil Engineer work authorization (attached)				950.00
Principal 2	21.0 hrs x	200 /hr		4,200.00
Cadd 1	12.0 hrs x	110 /hr		1,320.00
Clerical	2.0 hrs x	65 /hr		130.00
				7,725.00

B. Re-Bid revised construction documents

In accordance with the District, cost of construction exceeds budget and City revisions will change scope. First bids will be thrown out. Advertise bid process with additional online and news services and re-bid.

Principal 2	53.0 hrs x	200 /hr		10,600.00
Cadd 1	6.0 hrs x	110 /hr		660.00
Clerical	8.0 hrs x	65 /hr		520.00
				11,780.00

Total: \$ 19,505.00

The Original Contract Sum was	\$	243,100.00
Net Change by previously authorized Additional Services.....	\$	59,670.00
The Contract sum prior to this Change Order was.....	\$	302,770.00
The Contract sum will be increased by this Change Order.....	\$	19,505.00
The new Contract Sum, including this Change Order will be.....	\$	322,275.00

Agreed to:

 For Midway City Sanitary District
 14451 Cedarwood Ave, Westminster, CA

Agreed to:


 Rengel+Company, Architects
 333 El Camino Real, Tustin, CA 92780

Work will not proceed further until a signed approval of this document is received by our office

Work has partially underway. As verbally instructed and in consideration of timing, please expedite signed approval.

333 El Camino Real, Tustin, California 92780 714.832.3333

Name	Title	Rate Code in QB	Billing Rate (NEW as of 02-01-2022)
Rick Rengel	Principal 1	P1	\$ 300.00
Terry Smith	Principal 2	P2 TS	\$ 200.00
Sadia Syed	Principal 2	P2 SS	\$ 200.00
Alex Martinez	Manager	Mgr	\$ 150.00
Rick Herrera	Manager	Mgr	\$ 150.00
	Job Captain	Job Captain	\$ 130.00
Huy Nguyen	Cadd 1	Cadd 1	\$ 110.00
Viviana Sanchez	Cadd 2	Cadd 2 - VS	\$ 100.00
Vesna Dodevski-Malenovic	Cadd 3	Cadd 3	\$ 90.00
Ivory Sales	Cadd 3	Cadd 3	\$ 90.00
Melissa Wolff	Clerical	Clerical	\$ 65.00

Class Codes in QB	Description
A0001	Concept Phase
A0002	Prelim Design
A0003	Design Development
A0004	Construction Drawings
A0005	City Processing
A0006	Contractor Bidding
A0007	Construction Observation
A0008	Other
A0009	Field Verification
A0010	
A0011	Clerical
A0012	Construction Admin.
A0013	Bidding
A0099	Office/Sick/Vacation/Holiday/Marketing

Interior Design	\$	150.00
Structural Engineer	\$	300.00
Electrical Engineer	\$	250.00
Mechanical Engineer	\$	250.00

In House Plotting

Any Size	\$	5.00	Per Page
Client Mileage	\$	0.67	Per Mile

Copy Paper

8-1/2 x 11	\$	1.00	Per Page
11 x 17	\$	1.00	Per Page

Richard Rengel

From: Sadia Syed <ssyed@rengelarch.com> on behalf of Sadia Syed
Sent: Wednesday, April 6, 2022 9:17 AM
To: Richard Rengel
Subject: FW: Midway City Plan Check #1 Response Letter

FYI on Warren Tong's Landscape revisions per City reviews. We are still in City for Landscape, but it does not impact our approved permit status.

Thanks,

Sadia R. Syed
714-505-5337

From: wtasla <wtasla@sbcglobal.net>
Sent: Wednesday, April 6, 2022 9:14 AM
To: Sadia Syed <ssyed@rengelarch.com>
Subject: RE: Midway City Plan Check #1 Response Letter

Hi Sadia,

9 hours @ \$125/hr. \$1,125.00

Thanks,

Warren Tong
949.878.8725

Sent via the Samsung Galaxy S9+, an AT&T 5G Evolution capable smartphone

----- Original message -----

From: Sadia Syed <ssyed@rengelarch.com>
Date: 4/6/22 8:59 AM (GMT-08:00)
To: Warren Tong <wtasla@sbcglobal.net>
Subject: RE: Midway City Plan Check #1 Response Letter

Warren,

Please send the add cost, we want to send the change order. You can send the formal change order whenever..

Thanks,

April 5, 2022

Job No. 20-673

Sadia Syed
Rengel+Company, Architects
333 El Camino Real, Tustin, CA 92780
Email: SSyed@rengelarch.com

**RE: Additional Work Authorization #5
Midway City Sanitation District Project, Westminster, CA**

Dear Sadia,

Please find enclosed Additional Work Authorization (AWA) #5 for out-of-scope services related to the Midway City Sanitation District project located in Westminster, California.

Please contact me should you have any questions.

Sincerely,



Gregory R. Cooke, P.E., P.L.S.
Project Manager

Attachment

Additional Work Authorization #5

Job No. 20-673

Page 1 of 1

April 5, 2022

**Project: Additional Work Authorization #5
Midway City Sanitation District, Westminster, CA**

1.0 INTRODUCTION & SCOPE OF SERVICES

This Additional Work Authorization (AWA) is for engineering services related to the Midway City Sanitation District project located in Westminster. The following task, which falls outside of the original scope of services and previous AWAs, will be completed under this AWA.

Agency Coordination

Additional agency coordination based on the non-responsiveness of the agency. DRC routed the plans for signature and assisted in expediting the plan approval with the city.

2.0 FEE SCHEDULE

The Scope of Services detailed in Section 1.0 will be completed for a fixed fee as indicated below. It is agreed and mutually understood that each of the above services is interrelated with the others, and that the total fee is divided into tasks solely to facilitate the preparation and approval of progress billings. The total, plus any fees for reimbursable expenses and authorized additional services is the contract amount.

Task	Fixed Fee
Agency Coordination	<u>\$950</u>
Total	\$950

DRC will perform the services detailed in Section 1.0 per the terms included in the original contract for this project.

Accepted by: _____ **Title:** _____

Rengel+Company, Architects **Date:** _____



Authorization for Additional Services

Project: **Midway City Sanitary District, Westminster**

Client: **Ken Robbins, General Manager**
 Midway City Sanitary District
 14451 Cedarwood Ave, Westminster CA 92683

Date: 18-May-22
 Attention: Ken Robbins
 RCA Job #: 202041.04

We have been directed to make the following changes in this Contract:

A. Re-Bid revised construction documents

In accordance with the District, cost of construction exceeds budget and City

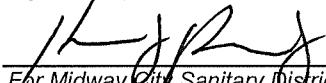
Principal 1	10.0 hrs x	250 /hr	2,500.00	
Principal 2	45.0 hrs x	200 /hr	9,000.00	
Cadd 1	10.0 hrs x	110 /hr	1,100.00	
Clerical	10.0 hrs x	65 /hr	650.00	
				10,750.00

(Estimated reimbursables: OC Registe \$3500, Planetbids \$2500, Greensheet: \$1900)

Total: \$ 10,750.00

The Original Contract Sum was	\$	243,100.00
Net Change by previously authorized Additional Services.....	\$	79,175.00
The Contract sum prior to this Change Order was.....	\$	322,275.00
The Contract sum will be increased by this Change Order.....	\$	10,750.00
The new Contract Sum, including this Change Order will be.....	\$	<u>333,025.00</u>

Agreed to:


 For Midway City Sanitary District
 14451 Cedarwood Ave, Westminster, CA

Agreed to:


 Rengel+Company, Architects
 333 El Camino Real, Tustin, CA 92780 5/18/2022

Work will not proceed further until a signed approval of this document is received by our office

Work has partially underway. As verbally instructed and in consideration of timing, please expedite signed approval.

333 El Camino Real, Tustin, California 92780 714.832.3333

AGENDA ITEM 9A

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Consider the Creation of a Building Project Ad Hoc Committee for the Purposes of Reviewing Matters Related to the District's Building and Solar Project

BACKGROUND

At the February 7, 2023 meeting, the Board of Directors directed staff to add an item to the agenda for the Board to consider the creation of a temporary ad hoc committee for the purposes of reviewing and advising the Interim General Manager and Board regarding change orders and other matters related to the District's 2023 building and solar project. The public notice and meeting requirements of the Brown Act do not apply to temporary ad hoc advisory committees. Pursuant to the Brown Act, an ad hoc committee may consist of no more than two (2) Board Members, must be of limited scope and duration, and may be advisory only (i.e., the committee cannot have decision-making authority).

STAFF RECOMMENDATION

Staff recommends the Board discuss and consider creating a temporary Building Project Ad Hoc Committee consisting of two Board Members to review and advise the General Manager and Board regarding proposed change orders and other matters related to the District's building and solar project.

FISCAL IMPACT

There is no fiscal impact to create an ad hoc committee.

AGENDA ITEM 9B

Date: February 21, 2023

To: Board of Directors

Prepared by: Cynthia Olsder, Executive/Board Secretary

Subject: Consider Approval of the Outreach Committee Recommendations

BACKGROUND

At the April 5, 2022 meeting the Board approved the formation of a standing Outreach Committee. The Outreach Committee recommends to meet regularly on the first Wednesday of each month, to plan and discuss upcoming outreach activities. The weekly calendar will be used to communicate what outreach activities are happening for the upcoming week. The Committee recommends continued radio and media outreach, averaging up to two radio programs per month on an ongoing basis.

The Outreach Committee met on February 8, 2023 and their recommendations are as follows:

1. The Committee recommends Staff to research promotional giveaway products like battery buckets and sharps containers and offer a list of things that are reasonably priced options.
2. The Committee recommends Director C. Nguyen, Director A. Nguyen and Interim GM R. Housley to do the radio outreach with VNCR. An appointment will be scheduled in March.
3. The Committee recommends Director M. Nguyen and Director S. Contreras along with Mike Carey from CR&R to do the radio outreach with Radio Bolsa. An appointment will be scheduled in March.
4. The next outreach committee meeting is planned for March 1, 2023 at 12:00 noon.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the Outreach Committee's recommendations as presented.

FISCAL IMPACT

The potential fiscal impact of the Outreach Committee's recommendations are as follows:

- Monthly radio outreach \$ 1,500.00

AGENDA ITEM 9C

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Consider Authorizing the Purchase of Three (3) New Mack CNG Solid Waste Collection Trucks for the Solid Waste Department in the Amount of \$1,349,819.49.

BACKGROUND

The Midway City Sanitary District’s (District’s) current solid waste fleet is aging and comprised of 5 Mack and 8 Crane Carrier CNG trash trucks. Most of the trash trucks are nearing 10-years of daily service to the community, and the fleet is starting to show its age. While the District’s trash trucks are well serviced and repaired on a regular basis, we are experiencing an increase in major repairs and maintenance costs such as replacing engines, transmissions, arms and major hydraulic hoses.

Compounding the aging fleet issue is that the California Air Resources Board (CARB) is considering regulations to eliminate fossil fuel engines and generators, like those in the District’s current CNG fleet. The proposed regulations would require, starting in 2024, that 50% of new fleet vehicles such as trash trucks purchased by government agencies be electric or hydrogen. This will be a major issue for the District, as the current fleet runs on CNG and the District maintains its own CNG fueling facility. Therefore, adding three new CNG trucks to the fleet before 2024 will help ensure the District can continue to provide uninterrupted services to the community as it evaluates how to best proceed in the future in the new regulatory environment.

Because of the pending January 1, 2024 start date for the new requirements and the assumed relative uniformity in brand cost, Staff chose to conduct an informal, rather than a formal, bid process. The District’s Purchasing Policy and Procedures generally provide that a formal sealed bid process be utilized for purchases of goods anticipated to cost more than \$125,000, but authorizes the Board of Directors, on a case by case basis, to waive the procedures when it is in the best interest of the District to do so. Staff informally solicited bids / proposals from three (3) different distributors for four different truck brands and received three responses. The quoted costs for each brand are similar. The bids are attached and summarized in the following table.

#	BRAND	QUOTE	DISTRIBUTOR	PRICE PER TRUCK	QTY	TOTAL PURCHASE	PARTS AVAIL
1	Mack	Yes	Tec of California, Inc.	\$ 449,939.83	3	\$ 1,349,819.49	California
2	Crane Carrier	Yes	Velocity Truck Center	\$ 456,001.58	3	\$ 1,368,004.74	Oklahoma
3	Autocar	Yes	Velocity Truck Center	\$ 456,030.94	3	\$ 1,368,092.82	California
4	Freightliner	No Response		-	-	-	-

MACK: Tech of California's bid for the Mack brand of truck was the lowest of the three bids received, at \$449,939.83 per truck. Historically, the District has had the best success with the Mack brand truck for repairs, having parts available locally, and overall reliability.

CRANE CARRIER: Based on the bid from Velocity Truck Center, the cost for the Crane Carrier brand of truck is about \$6,000 per truck more than for the Mack brand. The District currently has 8 Crane Carrier CNG trucks in its fleet and has encountered on-going crack issues in the chassis frame with the Crane Carrier truck brand. There have been long lead times to get essential parts for service and repairs. Additionally, the Crane Carrier trucks have a single rear axle wheel as opposed to two like the Mack trucks. The Crane Carrier trucks with the turning axles have also been a major issue for repairs and tire wear and have therefore disabled by the District's fleet mechanics.

AUTOCAR: Based on the bid from Velocity Truck Center, the cost for the Auto Car brand is slightly more than the cost of the Crane Carrier brand. The District does not currently have this brand in its existing fleet. With the District having only Crane Carrier and Mack trucks in its fleet, adding a new brand to the mix will create the need to keep different parts and tools on-hand and it has no track record for reliability for the District. Additionally, Auto Car has a high cab which can create blind spots and is a potential safety issue. This is not an ideal option for the District.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors waive formal bidding and authorize the Interim General Manager to purchase three (3) new Mack CNG solid waste collection trucks for the solid waste department from Tech of California, Inc. in the total amount of \$1,349,819.49.

FINANCIAL IMPACT

The fiscal impact for three (3) new Mack trucks is \$1,349,819.49.

Minimal additional cost to put the trucks into service once they are delivered, such as stickers, signs, a camera and GPS system.

Attachments:

1. Tech of California, Inc. (Mack) Sales Order
2. Velocity Truck Centers (Crane Carrier) Buyers Order
3. Velocity Truck Centers (Autocar) Buyers Order
4. ISCOG CARB Advanced Clean Fleet & Emergency Generator Update (slides)



TEC of California, Inc.



VOLVO

14085 Valley Blvd.
 Fontana, CA 92335
 (909) 349-0200
 (800) 497-7667
 (909) 349-0700 FAX

Midway City Sanitary District

PURCHASERS NAME

PURCHASERS NAME

14451 Cedarwood St.

STREET ADDRESS

Westminster

CA

92683

CITY

STATE

ZIP CODE

PHONE

FAX

Dustin Coffey

REPRESENTATIVE

SALES ORDER

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

QUANTITY 3 YEAR 2024 MAKE Mack MODEL LR64R-G VEHICLE TYPE ASL MILEAGE _____
 TO BE DELIVERED ON OR ABOUT SERIAL # _____ TBD STOCK # _____ TBD

SPECIAL INSTRUCTIONS	USED VEHICLE TRADE-IN AND/OR OTHER CREDITS	
Complete package chassis, hiel body, CNG system	MAKE OF USED VEHICLE	
Ref# TEC2023000077P742 for Mack specs	YEAR	BODY TYPE MODEL
Cummins ISLG-Near Zero Emmision engine	SERIAL #	
<u>Original Build date set for Q3 2023</u>	BALANCE OWED TO	
Lessor: <u>Total for 3 trucks \$1,348,019.49</u>	ADDRESS	
No Pilot review included From TEC	AMT.	GOOD UNTIL BY
Cummins 5 year 150k miles Plan 1 engine warranty	TRADE-IN ALLOWANCE	
Allison 5 year unlimited miles trans warranty	BALANCE OWED ON TRADE	
BINDING ARBITRATION: Dealer has opted to use binding arbitration, in lieu of litigation, to resolve disputes arising under this Sales Order and the relationship between Dealer and its customers/purchasers. To that end, it has agreed to be bound to the terms and conditions of the arbitration agreement that is attached to this sales order, which by this reference is incorporated herein as if set forth in the Sales Order in full. By executing this Sales Order, the customer/purchaser acknowledges receipt of the arbitration agreement and agrees to be bound by its terms and conditions. Initial Accept _____ or Initial Decline _____	CASH REFUND TO CUSTOMER \$ -	
	NET TRADE IN ALLOWANCE \$ -	
	CASH DOWN PAYMENT	
	LIENHOLDER:	
DISCLAIMER OF CONSEQUENTIAL DAMAGES: To the fullest extent permitted by law, Purchaser shall not be entitled to recover from Dealer any damages for loss to property or persons or damages for loss of use, loss of time, loss of profits, loss of income, or any other consequential or incidental damages. Initial _____	FET	\$ -
	SALE PRICE	\$ 408,963.00
	DOCUMENTATION FEE	\$ 115.00
	ADMINISTRATION FEE	\$ -
THIS CONTRACT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON THE NEXT TWO PAGES HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE. Purchaser agrees that this Order includes all of the terms and conditions. This order cancels and supercedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE. THIS SALES ORDER CAN BE TERMINATED BY DEALER AT ANY TIME AT ITS SOLE DISCRETION. Purchaser by his execution of this Order acknowledges that he has read the terms and conditions and has received a true copy of this Order. Initial _____	SUB-TOTAL	\$ 409,078.00
	TIRE TAX	\$ 17.50
	SALES TAX	8.750% \$ 35,794.33
	OUT-OF-STATE DELIVERY CHARGE	\$ -
	LICENSE/TITLE FEES	\$ -
PURCHASER	DATE	EXTENDED WARRANTIES \$ 4,450.00
<u>D. Coffey</u>	<u>2-9-2023</u>	TOTAL CASH DELIVERED PRICE \$ 449,339.83
SALESPERSON	DATE	TOTAL DOWN PAYMENT \$ -
ACCEPTED BY SALES MANAGER	DATE	UNPAID CASH BALANCE DUE ON DELIVERY <u>Per truck</u> \$ 449,339.83

** SALES ORDER NOT VALID UNLESS SIGNED BY AN AUTHORIZED SALES MANAGER **

ADDITIONAL TERMS AND CONDITIONS

GENERAL TERMS: The following terms are included in this Sales order and are considered an essential part of the agreement.

PARTIES: In this Order, PURCHASER shall be referred to as "Purchaser", TEC of California, Inc. as "Dealer".

DELAYS: Dealer will at all times use its best efforts to make shipments on or before the dates specified in orders accepted from the Purchaser, but Dealer will not be responsible for failure to deliver goods on time or to fill orders where prevented by fire or other elements, or by war, riot, strike, or labor disturbance, or by the decree or order of any court or government or for any cause beyond Dealer's reasonable control.

PURCHASER AUTHORITY: Purchaser hereby warrants that he has the authority to enter into this Agreement.

SECURITY INTEREST: This Order shall constitute a Security Agreement under which Dealer shall have all rights of a secured party under law, including the right to repossess the equipment upon any default or breach by Purchaser.

ASSIGNMENT: Any assignment or transfer of Purchaser's rights under this agreement in whole or part, made without Dealer's prior written consent shall be void.

BINDING BY ACCEPTANCE: This Order shall only become binding upon Dealer when signed by a person authorized to accept the same on behalf of the Dealer.

MODIFICATION: This order contains the complete and final agreement between the Purchaser and the Dealer and no modification of the terms and conditions stated herein shall be binding unless made in writing and signed by an authorized representative of the party to be bound thereby.

BREACH: Venue of any action by Purchaser against Dealer shall be in the County in which this Sales Order is accepted by Dealer.

TRADE-IN: If a used vehicle is to be traded in as part payment for the vehicle(s) being purchased herein, the following provisions shall be applicable thereto:

A: Purchaser warrants that he is the legal owner of the trade-in(s) and that he has clear title, free of all encumbrances (except as revealed by him in writing to Dealer) and agrees to deliver the title papers, including but not limited to: State and Federal tax clearances, title and registration, duly transferred to Dealer upon surrender of the trade-in.

B: If Purchaser is permitted to retain the trade-in during the period between the placing of this order and delivery of the new vehicle being purchased hereunder, he agrees to deliver trade-in, in the same condition (including all equipment and accessories) as when appraised. In the event the condition of the trade-in has changed, the trade-in shall be subject to reappraisal as of the time of delivery and Dealer shall be entitled to adjust the allowance given herein accordingly.

ENTIRE AGREEMENT: This order contains the entire agreement between the parties and is a complete and exclusive statement of the terms of this order. Any and all representations, promises, warranties or statements by Dealer's representative that differ in any way from the terms of this order shall be given no force or effect.

DISCLAIMER OF WARRANTY: Unless Dealer furnishes Purchaser with a separate written warranty or service contract made by the Dealer on its own behalf, Dealer hereby disclaims all warranties, express or implied, including any implied warranties of quality, workmanship, design, merchantability, suitability and fitness for any particular purpose on all goods and services sold by Dealer. All used vehicles are sold on an "AS-IS, WHERE-IS" basis. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

CANCELLATION AGREEMENT: If the Purchaser cancels an order for factory ordered equipment, the Purchaser agrees to pay liquidated damages to Dealer, representing loss of profit, loss of volume and incidental damages in the amounts specified as follows:

(1) if the cancellation occurs after the tractor/truck has been assigned a factory order identification number the Purchaser will be liable for \$1000 per unit less any deposited monies; or (2) if the tractor/truck has been issued a production date and Dealer is unable to cancel the factory production, the Purchaser will be liable for 5% of the total purchase price less any deposited monies; or (3) if the truck has been modified or has had a body added to it, the Purchaser will be liable for 10% of the total purchase price including the body less any deposited monies.

ADDITIONAL TERMS AND CONDITIONS

BINDING ARBITRATION AGREEMENT:

ARBITRATION CLAUSE

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute, or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to your credit application, purchase, or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election be resolved by neutral, binding arbitration and not be a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191(www.arb-forum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1500, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award or injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. & 1 et seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

RESOLUTION NO. 2017-01

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MIDWAY CITY SANITARY DISTRICT OF
ORANGE COUNTY, CALIFORNIA, APPROVING
BOARD OF DIRECTOR AND STAFF ATTENDANCE
AT SPECIFIED CONFERENCES, MEETINGS AND
EVENTS**

WHEREAS, the Midway City Sanitary District (“District”) Board of Directors (“Board”) approves, in advance, the expenditure of District funds for attendance of Board members and District staff at conferences, meetings, and events other than meetings of the Board, District committees, and meetings of boards and committees by formally designated District representatives; and

WHEREAS, the Board desires to identify, and pre-approve expenditure of District funds for attendance at, certain recurring conferences, meetings, and events that Board members and District staff frequently attend in order to obviate the need for approval for such conferences, meetings, and events on a case-by-case basis.

NOW, THEREFORE, the Board of Directors of the Midway City Sanitary District resolves as follows:


Section 1: The expenditure of District funds for attendance of Board members and District staff at the following conferences, meetings, and events, including out-of-state conferences, meetings, and events, is hereby approved:

1. California Special Districts Association (CSDA) meetings and conferences;
2. California Association of Sanitation Agencies (CASA) meetings and conferences;
3. Special District Leadership Academy (SDLA) conferences;
4. Independent Special District of Orange County (ISDOC) meetings and conferences;
5. Westminster Chamber of Commerce sponsored events (such as the annual State of the City event);

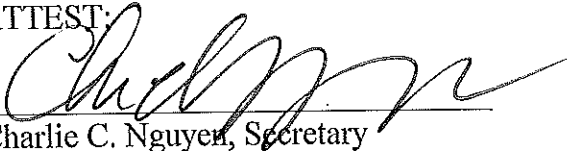
6. City of Westminster sponsored events (such as the annual Public Awareness Safety Day, the annual Spring Festival, , and Concerts in the Park);
7. Events sponsored by the District's Solid Waste Franchisee;
8. Local Agency Formation Commission (LAFCO) meetings and activities involving matters pertinent to the District;
9. District sponsored employee morale events and activities;
10. Meetings with federal, state, regional or county officials regarding legislative or regulatory issues affecting the District and over which the officials have jurisdiction; and
11. Meetings with representatives of the Orange County Grand Jury concerning reports relating to or impacting the District.

Section 2: Attendance by Board members and District staff approved by the General Manager at the conferences, meetings, and events identified in Section 1 is hereby approved. Board member and staff compensation and expense reimbursement related to such attendance shall be governed by applicable law and District policies.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of Midway City Sanitary District of Orange County, California, held this 3rd day of January, ~~2017.~~


Tyler M. Diep, President

ATTEST:


Charlie C. Nguyen, Secretary

CERTIFICATION

I, Charlie C. Nguyen, Secretary of the MIDWAY CITY SANITARY DISTRICT of Orange County, California, do hereby certify that the foregoing Resolution No. 2017-01 was duly adopted at a meeting of the Governing Board of said District held on the 3rd day of January, 2017 by the following vote of the members of the Board:

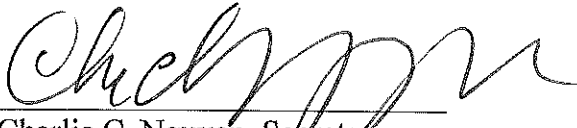
AYES: Cobo, Diep, Krippner and Rice

NOES:

ASTAIN:

ABSENT: Nguyen

and I further certify that Tyler M. Diep, as President, and Charlie C. Nguyen, as Secretary, signed and approved said Resolution No. 2017-01 on the 3rd day of January, 2017.



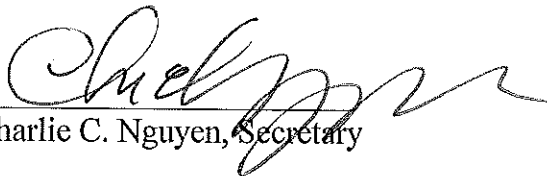
Charlie C. Nguyen, Secretary

(District Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Charlie C. Nguyen, Secretary of the Midway City Sanitary District of Orange County, California, do hereby certify that the foregoing is a full, true and correct copy of Resolution No. 2017-01 passed and adopted by the Board of Directors of said District at a meeting thereof held on the 3rd day of January, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal of said District this 3rd day of January, 2017.


Charlie C. Nguyen, Secretary



SALES
Toll Free (800) 673-0500
Reception (909) 510-4000

PARTS (877) 727-8752
SERVICE (866) 385-8757
COLLISION CENTER (909) 510-4100
13800 Valley Blvd, Fontana CA 92335

Buyers Order

Deal#: DE-99694
Opp#: 2023-145530
Date: 02/08/2023

www.VelocityTruckCenters.com

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 107995

MIDWAY CITY SANITARY DISTRICT
14451 CEDARWOOD AVE
WESTMINSTER CA 92683 County: Orange
Phone: (714) 893-3553
ncastro@mcsandst.com

Ship To:

Unit#: Stock#:	New 2024 CRANE CARRIER LET2-40	Price:	\$419,180.36
VIN: FACTORY ORDER	GVW: 66000	Color: WHITE	
To Be Delivered On or About: 08/12/2024		Unit Price:	\$419,180.36

Sub Total	\$419,180.36
Doc Fee	\$85.00
CA Tire Recycle Fee	\$17.50
Sales Tax (8.750%)	\$36,685.72
DMV Electronic Filing	\$33.00
Total Vehicle Sale Price	\$456,001.58
Net Total	\$456,001.58

Lienholder: None...

CRANE CARRIER LET2 with HEIL RAPID RAIL 26 CUBIC YARD AUTOMATED SIDE LOADER.

*** PRICING IS SUBJECT TO CHANGE DUE TO SUPPLY CHAIN AND PRODUCTION ISSUES. ***

ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE.

ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

MIDWAY CITY SANITARY DISTRICT

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.

6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchaser's request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company Authorized to approve capital purchases.)

X _____
(Signature)



SALES
Toll Free (800) 673-0500
Reception (909) 510-4000

PARTS (877) 727-8752
SERVICE (866) 385-8757
COLLISION CENTER (909) 510-4100
13800 Valley Blvd, Fontana CA 92335

Buyers Order

Deal#: DE-99695
Opp#: 2023-145530
Date: 02/08/2023

www.VelocityTruckCenters.com

Contact: Ron Creighton - Mobile: 562/755-6108 - Email: RCreighton@vvgtruck.com

Bill To: 107995

MIDWAY CITY SANITARY DISTRICT
14451 CEDARWOOD AVE
WESTMINSTER CA 92683 County: Orange
Phone: (714) 893-3553
ncastro@mcsandst.com

Ship To:

Unit#:	Stock#:	New 2025 AUTOCAR ACX64	Price:	\$419,207.36
VIN: FACTORY ORDER		GVW: 66000	Color: WHITE	
To Be Delivered On or About: 09/09/2024			Unit Price:	\$419,207.36

Sub Total	\$419,207.36
Doc Fee	\$85.00
CA Tire Recycle Fee	\$17.50
Sales Tax (8.750%)	\$36,688.08
DMV Electronic Filing	\$33.00
Total Vehicle Sale Price	\$456,030.94
Net Total	\$456,030.94

Lienholder: None...

AUTOCAR ACX64 with HEIL RAPID RAIL 26 CUBIC YARD AUTOMATED SIDE LOADER.

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ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.

The numbered pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read and understand the final page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

MIDWAY CITY SANITARY DISTRICT

(Purchaser's Name)

Ron Creighton

(Salesperson Name)

X

(Purchaser's Signature)

(Approved By)

Date

Date

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.

2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted by law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.

3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use or other tax applicable to the sale or use of the trucks purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.

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6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturers or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.

7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order of receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchasers request for an additional fee.

8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.

9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

10. **IMPORT TARIFFS:** Purchaser acknowledges that any import tariffs imposed by the government are the sole responsibility of the Purchaser and will result in an increase in the Seller's price equal to the amount of the obligatory tariff.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Accepted and Agreed by: _____
(Company Name)

(Date)

Signor's Name and Title: _____
(Please Print Name and Title. Must be an Officer of the company
Authorized to approve capital purchases.)

X _____
(Signature)



CARB Advanced Clean Fleet and Emergency Generator Update

David Rothbart, LACSD/Clean Water SoCal

drothbart@lacsdc.org

Steve Jepsen, Clean Water SoCal/SCAP

sjepsen@scap1.org

ISDOC GM luncheon update

February 14, 2023

SCAP
SOUTHERN CALIFORNIA ALLIANCE OF
PUBLICLY OWNED TREATMENT WORKS



CLEAN WATER SoCAL
CREATING SUSTAINABLE SOLUTIONS

Zero Emission Executive Order

Governor Newsom's Zero-Emission by 2035 Executive Order (N-79-20)

Executive Order calls for elimination of new internal combustion passenger vehicles by 2035

DATE January 19, 2021

CATEGORIES

Topics Air Pollution, Transportation Electrification, Clean Cars

Programs Advanced Clean Cars Program, Clean Miles Standard, Clean Cars 4 All

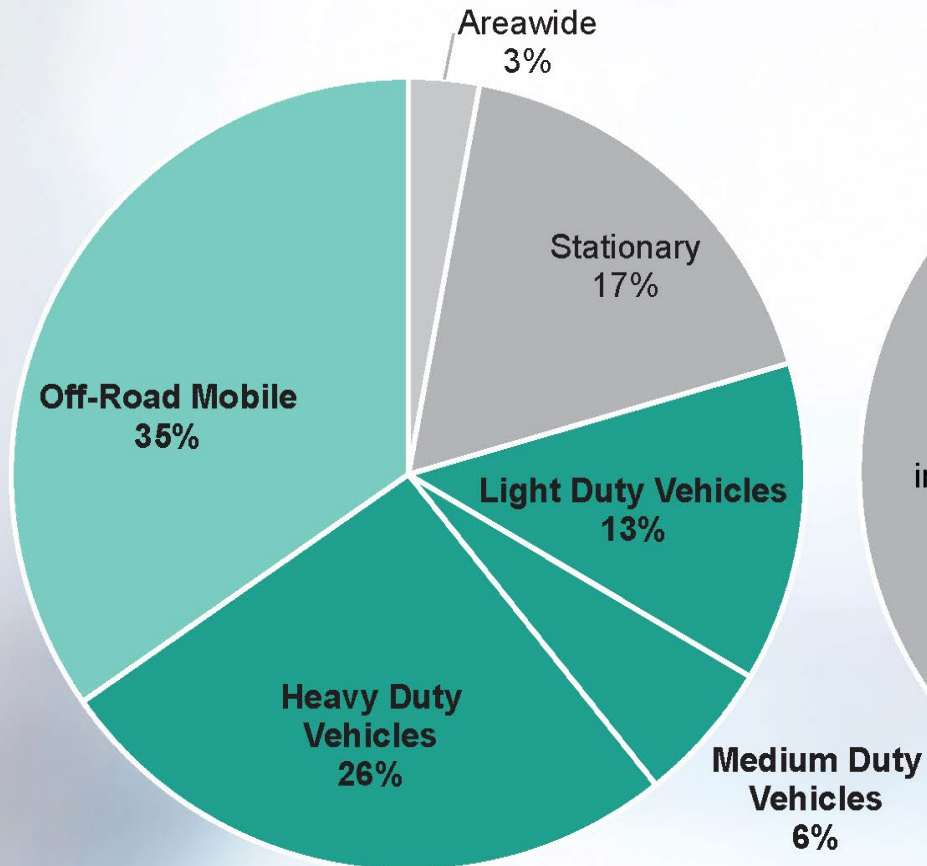
By setting a course to end sales of internal combustion passenger vehicles by 2035, the Governor's Executive Order establishes a target for the transportation sector that helps put the state on a path to carbon neutrality by 2045.

By setting a course to end sales of internal combustion passenger vehicles by 2035, the Governor's Executive Order establishes a target for the transportation sector that helps put the state on a path to carbon neutrality by 2045. It is important to note that the Executive Order focuses on new vehicle sales for automakers, and therefore does not require Californians to give up the existing cars and trucks they already own.

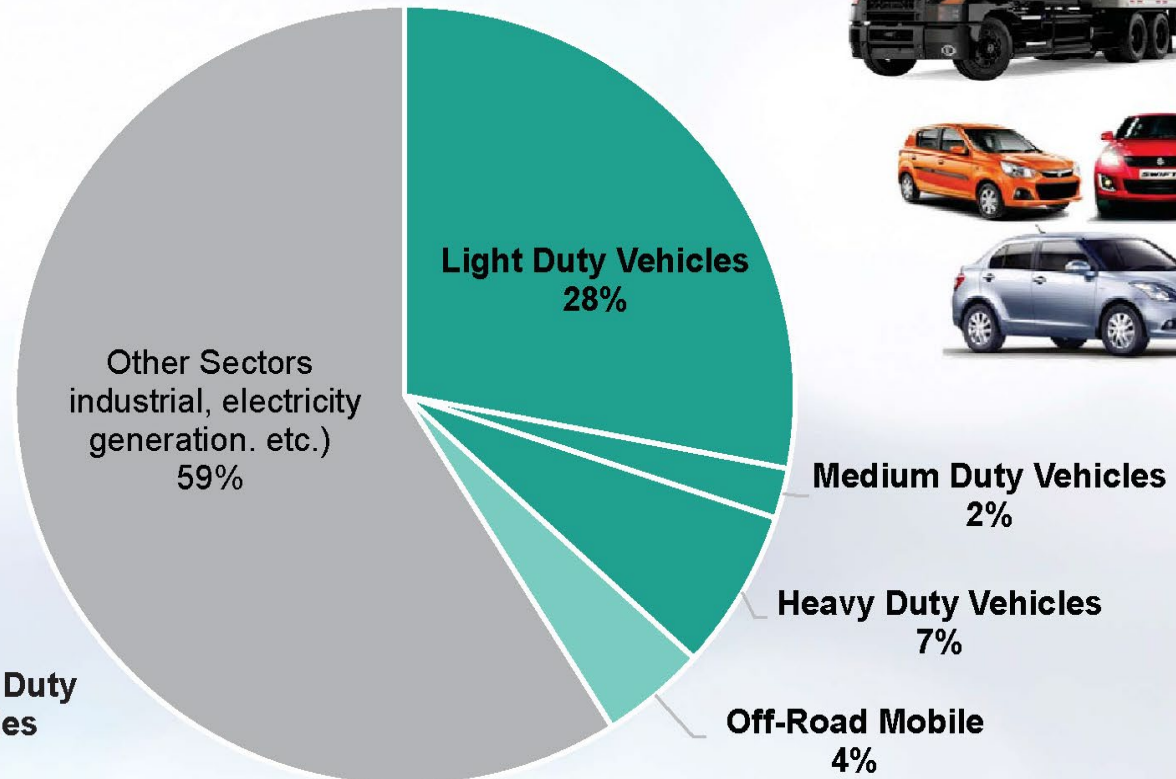
Furthermore, by setting the target in 2035, the Executive Order provides time for automakers to scale up and market new zero-emission vehicles (ZEVs) as well as further impetus for the

Why Electrify?

Statewide NOx Emissions



Statewide GHG Emissions



Primary Sources of Emissions

- Sources of GHG Emissions
 - Methane gas
 - Electrical power
 - Mobile sources (cars, trucks, ships, planes & trains)
- Sources of Ozone Forming Emissions (NO_x)
 - Mobile sources (cars, trucks, ships, planes & trains)
- Air Toxics (Diesel)
 - Mobile sources (trucks, ships & trains)


Fossil Fuels



Mobile Source Strategy

Executive
Order
N-79-20

 **100% ZEV sales** by 2035

Full transition to
ZEV short-haul/drayage trucks 
by 2035

Full transition to **ZEV buses & heavy-duty long-haul trucks**  
by 2045*

Full transition to
ZE off-road equipment
by 2035*

*where feasible

CARB Mobile Source Strategy

2020	2021	2022/2023 (Anticipated)	2023
<ul style="list-style-type: none">-Heavy-Duty Omnibus Regulation-Advanced Clean Trucks Regulation (Manufacturer Sales Requirements)	<ul style="list-style-type: none">-Heavy Duty Inspection & Maintenance Regulation-Small Off-Road Engines Amendments	<ul style="list-style-type: none">-AB 32 Scoping Plan Update-Advanced Clean Fleets Regulation (ACF)-ZEV Purchase Requirements Class 2b-8-Advanced Clean Cars II (Standards for LD Vehicles)-Zero Emission Forklifts (LSI Turnover/ZEV New Purchase Mandates)	<ul style="list-style-type: none"><i>-In Use Off-Road Amendments (Turnover older units)</i><i>-Tier 5 Off-road Engine Standard</i>



Electric Heavy-Duty Trucks

Advanced Clean Truck Regulation sets ZEV sales requirements for manufacturers

CARB Advanced Clean Fleet Regulations

- Will impact vehicle purchases for Class 2b-8 vehicles (>8,500 lb. GVWR)
- Conceptual purchase requirements for the regulation:
 1. Public Fleets: 50% of vehicles added to be ZEV by 2024, and 100% by 2027, with limited exceptions.
 2. High Priority Fleet (Group 3): 10% of vehicles added to be ZEV by 2030 and 100% by 2042, with limited exceptions.
- Plug in hybrids (NZEV) count as ZEV until 2035 – Not RNG/CNG vehicles
- Proposed exemption process provides little relief
- Proposed infrastructure delay provisions
- Timeline: Board approval April/May 2023
- Impact: The proposed regulations will require the transition to ZEV vehicles...unless we are successful in negotiating potential options

CARB Advanced Clean Fleet Regulation

“Two-engine vehicle” means a specially constructed on-road mobile vehicle that was designed by the original equipment manufacturer to be equipped with 2 engines: 1 engine provides the primary source of motive power of the vehicle while the second engine is an auxiliary engine with 50 brake horsepower or greater that is permanently attached and integrated into the original design of the vehicle to perform a specific function, which may include providing auxiliary power to attachments, performing special job functions, or providing additional motive power. If a vehicle was originally designed with the capability to have an auxiliary engine installed, but the auxiliary engine was installed by someone else other than the original equipment manufacturer, the vehicle still qualifies as a two-engine vehicle. Two engine street sweepers are not included in this definition.

What We're Doing:

Raised funds to support more assistance

Working with CASA and others (ACWA, CMUA, etc.)

Meeting with CARB Leadership and Board Members

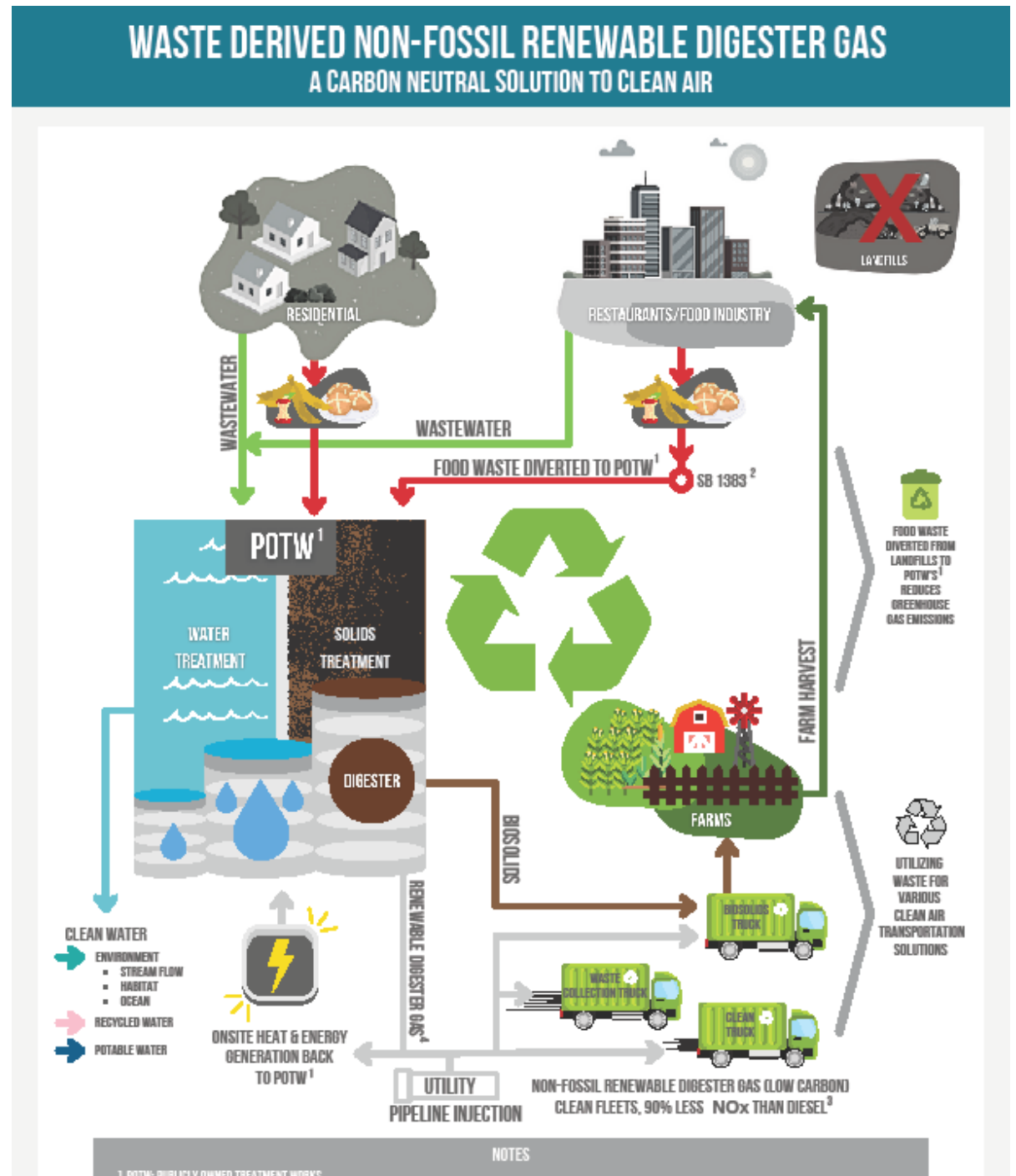
Providing comments at CARB Board Meetings

Commenting on draft regulations

We need your help! Please Comment!

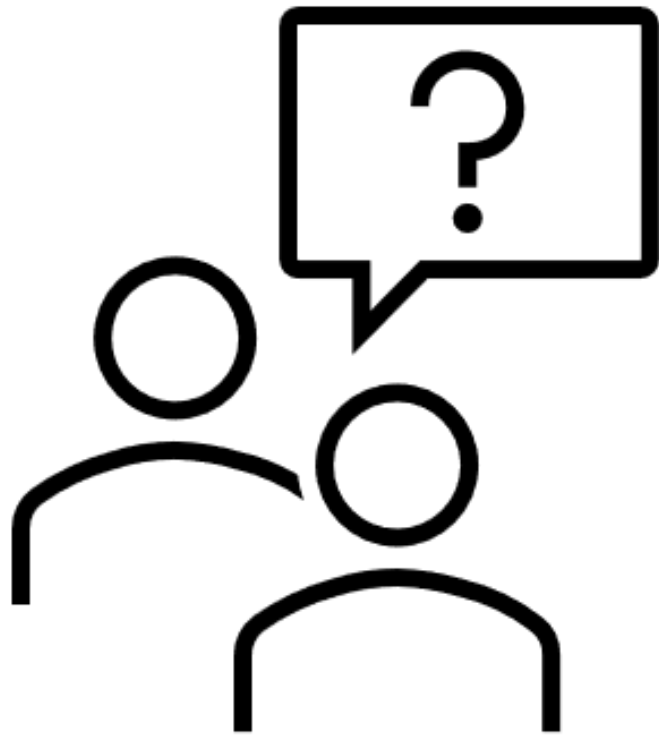
CARB Advanced Clean Fleet Webpage:

<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>



Proposed Cleaner Emergency Generators

- **Air districts are requiring Tier 4 diesel generators as BACT.**
 - BAAQMD adopted Tier 4 as BACT for generators over 1,000 hp.
 - SCAQMD is adopting Tier 4 as BACT for generators over 1,000 hp.
 - SJAPCD is accepting compliant Tier 4 generators without additional testing.
- **Tier 4 Certified Generators have an auto shut off feature!**
 - They are easy to permit, no acceptance testing, but be aware of the auto shut off
 - Tier 4 compliant generators do not have auto shut off, but may require testing or data recording for out of spec operation.
- **CARB and SCAQMD are recommending fuel cells rather than diesel generators**
 - We want reliability demonstration projects



Thanks for listening!

Questions?

David Rothbart, LACSD/Clean Water SoCal
drothbart@scap1.org

Steve Jepsen, Clean Water SoCal/SCAP
sjepsen@scap1.org

Sarah Deslauriers, CASA/Carollo
sdeslauriers@carollo.com



CLEAN WATER SoCAL
CREATING SUSTAINABLE SOLUTIONS

AGENDA ITEM 9D

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Consider Approval to Change the Midway City Sanitary District's Internet Domain Name and Changing from a .com to .gov

BACKGROUND

Currently, the Midway City Sanitary District (District) maintains two .com internet domains used for email and the District's website. The two domains are **mcsandst.com** and **midwaycitysanitarydistrict.com**.

By changing the District's domain name to **mcsd.gov**, it will better identify the District online as a government agency, and provide a much higher level of security to the District and its customers.

A domain is central to an organization's brand and availability over the internet. It is also key to the organization's security, and that of its users. A domain name represents the organization and its services to the world online and provides credibility as a government agency.

.gov is a 'top-level domain', or TLD, similar to .com, .org, or .us. Enterprises use a TLD to register a domain name (often simply called a *domain*) for use in their online services, like a website or email.

It should be easy to identify governments on the internet and using a .gov domain would show the Midway City Sanitary District as an official government agency. The public shouldn't have to guess whether the site they're on or the email that hits their inbox is genuine.

The Federal Cybersecurity and Infrastructure Security Agency (CISA), sponsors the .gov TLD and makes it available solely to U.S.-based government organizations and publicly controlled entities. For those that qualify for a .gov domain, it's available without a fee.

In today's world, Cyber Security is more important than ever. Cyber Terrorism continues to escalate and government agencies are often the largest target.

Using .gov increases security:

- Multi-factor authentication is enforced on all accounts in the .gov registrar, different than commercial registrars.

- CISA preloads all new domains, which requires browsers to only use a secure HTTPS connection with your website. This protects your visitors' privacy and ensures the content you publish is exactly what's received.
- The District can add a security contact for its domain, making it easier for the public to tell if there is a potential security issue with the District's online services.

In order to obtain a .gov domain the District will submit a request to .gov who will review our request and once approved will grant the District the new .gov domain.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve changing the District's internet domain name to mcsd.gov and authorize the Interim General Manager to take the necessary actions to do so.

FINANCIAL IMPACT

No fiscal impact to register the internet domain address. There will be minimal fiscal impact to update letterhead, business cards, and related items.

AGENDA ITEM 9E

Date: February 21, 2023

To: Board of Directors

Prepared by: Robert Housley, Interim General Manager

Subject: Consider and Approve Scheduling the Public Budget Workshops/Study Sessions and Public Hearing for Budget Adoption for Fiscal Year 2023-2024

BACKGROUND

As part of the annual budget development process, the Board of Directors reviews the budget calendar and schedules a series of workshop/study sessions ultimately resulting in a budget adoption.

The workshop/study sessions allow the Board of Directors and the public an opportunity to hear staff's preliminary outlook for the upcoming budget and more importantly to voice priorities, goals and objectives.

At that point the goals and objectives are translated into a final budget document that is put before the Board in May for adoption.

The following budget dates are presented in reference to the preparation of the fiscal year 2023-2024 budget:

Dates for your consideration:

- 1st Public Budget Workshop/Study Session: **March** 14th 17th 20th 24th 28th 31st
- 2nd Public Budget Workshop/Study Session: **April** 6th 11th 14th 21st 25th 28th
- Public Hearing & Adoption of Budget: **June** 6th

STAFF RECOMMENDATION

Staff recommends that the Board of Directors select and schedule the dates and times for the public budget workshops/study sessions and the public hearing for the budget adoption.

FISCAL IMPACT

There is no fiscal impact to schedule the budget workshop/study sessions.

AGENDA ITEM 9F

Date: February 21, 2023

To: Board of Directors

Prepared by: James H. Eggart, General Counsel

Subject: Appointment of Labor Negotiators Regarding General Manager
Position

BACKGROUND/DISCUSSION

On November 1, 2022, the Board appointed Robert Housley to the position of Interim General Manager. On December 6, 2022, the Board met in closed session to discuss appointment of a permanent General Manager, but took no reportable action at that time and asked General Counsel to report that the Board intended to meet to discuss the matter again in March 2023. Per President Diep's request, a closed session has been scheduled for the February 21, 2023, regular Board meeting for the Board to discuss appointment of a permanent General Manager pursuant to Government Code Section 54957(b)(1). In anticipation that the Board may also wish discuss during closed session appointing Mr. Housley to the position, the closed session agenda also includes authority pursuant to Government Code Section 54957.6 for the Board to discuss the salary and compensation for the permanent General Manager position and to give instructions to its designated negotiators. To do so, however, the Board must place the appointment of a labor negotiator on the open and public session of the agenda and select a labor negotiator(s) prior to convening in closed session to review its position and prior to giving instruction to its designated representative(s). In the past, the Board has appointed the District's General Counsel and one or more members of the Board to serve as negotiators regarding the general manager position. Under the Brown Act, the Board must take "final action" on proposed compensation concerning employment of a permanent General Manager in open session after meeting and conferring with the Board's designated labor representative(s).

STAFF RECOMMENDATION

Pursuant to Government Code Section 54957.6, appoint General Counsel Eggart and/or one or more members of the Board of Directors to serve as the Board's designated labor representative(s) for purposes of conducting labor negotiations with Interim General Manager Robert Housley regarding the position of General Manager, an unrepresented employee position.



Register Now for FREE Special District Education Event

The SDRMA Spring Education Day provides risk management training relating to Property/Liability and Workers' Compensation at no cost. Keynote speaker Dean Coughenour will present Building a Culture of Risk Management.

SDRMA Spring Education Day

Wednesday, March 22

Hilton Sacramento Arden West

2200 Harvard Street

Sacramento, CA 95815

New! Welcome Reception!

Tuesday, March 21, 2023

5:00 – 6:00 p.m.

Optional, be sure to add the reception to your registration if you plan to attend

Choose between three registration options:

1. **Governance Foundations Workshop** (*free to SDRMA members, additional fee for CSDA members*)
2. **General Safety Specialist Certificate Program** (*SDRMA members only*)
3. **Keynote and Breakout Sessions:**
 - **General Session: “Building a Culture of Risk Management” and “Cybersecurity Checklist”**
 - **Breakout Sessions:**
 - Fraud Detection and Prevention
 - Cal/OSHA 101: How to Navigate Cal/OSHA Inspections and Other Useful Tips
 - It's Risky Business Operating a Public Agency
 - WC 101 Training

In addition, the SDRMA Board of Directors will conduct their Annual Membership Meeting that will include current insurance market updates and important upcoming renewal information.

Earn SDRMA Credit Incentive Points! SDRMA members that attend the Spring Education Day are eligible to earn Credit Incentive Points (CIPs) to reduce their annual contribution for both the Property/Liability and Workers' Compensation Programs.

Register Now!

PROGRAM AGENDA

7:30 – 8:30 a.m.	Registration/Buffer Breakfast
8:30 – 9:15 a.m.	Welcome, Annual Membership Meeting
9:15 – 9:30 a.m.	SDLF Acknowledgements and Presentations
9:30 – 10:45 a.m.	General Session: "Building a Culture of Risk Management" * Keynote Speaker Dean Coughenour
10:45 – 11:00 a.m.	Break
11:00 a.m. – 3:45 p.m.	SDRMA General Safety Specialist Certificate Program * Henri Castro, SDRMA Separate All-Day Workshop – Earn this special certificate for SDRMA Members Only!
SEPARATE WORKSHOPS	SDLA Governance Foundations Workshop * Hilary Straus, Citrus Heights Water District Separate All-Day Workshop – SDRMA Member: Free * *CSDA Member: \$125
11:00 a.m. – 12:00 p.m.	General Session: "Cybersecurity Checklist" * Corey Kaufman, VC3
12:00 – 1:00 p.m.	Buffet Lunch
1:00 – 2:15 p.m.	1A • Fraud Detection and Prevention * David Becker, CPA, James Marta & Co 1B • CAL/OSHA 101: How to Navigate Cal/OSHA Inspections and Other Useful Tips * Eric Lucero, SDRMA * Patrick Corcoran, Cal/OSHA Consultant
Concurrent Breakout Sessions	
2:15 – 2:30 p.m.	Break
2:30 – 3:45 p.m.	2A • It's Risky Business Operating a Public Agency * Debbie Yokota, SDRMA * Carl Fessenden, Esq., Porter Scott 2B • WC 101 Training * Danny Pena, SDRMA * John Peshkoff, Intercare Supervisor
Concurrent Breakout Sessions	
3:45 p.m.	Adjourn

Session A - Property/Liability Topics **Session B** - Workers' Compensation Topics