

MIDWAY CITY SANITARY DISTRICT

**BOARD OF DIRECTORS
REGULAR MEETING AGENDA
DISTRICT OFFICE
BOARD ROOM
14451 CEDARWOOD STREET
WESTMINSTER, CA 92683**

**Tuesday, November 5, 2024
5:30 P.M.**

OUR MISSION STATEMENT

THE BOARD OF DIRECTORS AND EMPLOYEES OF THE 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 AND DECLARATION OF QUORUM

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. PRESENTATIONS - None

5. APPROVAL OF THE MINUTES

A. Approve Minutes of the Regular Board of Directors Meeting on October 15, 2024

6. REPORTS

The President, General Manager, Legal 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 General Manager
- C. Report of Director of Services & Program Development
- D. Report of Townsend Public Affairs Event on October 17, 2024
- E. Report of Radio Outreach with Me Vietnam on October 18, 2024
- F. Report of OC San Board of Directors Meeting on October 23, 2024
- G. Report of OC Tax 14th Annual Roses and Radishes on October 23, 2024
- H. Report of State of OC San Special Meeting on October 25, 2024
- I. Report of ISDOC Quarterly Luncheon on October 30, 2024
- J. Report of District Employee Luncheon on October 30, 2024

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.

- A. Receive and File the Register of Demands in the Amount of \$495,690.79
- B. Approve and File the Treasurer's Investment Report for September 2024
- C. Receive and File the 1st Quarter 2024-2025 Fiscal Year Financial and Budget Reports
- D. Receive and File the California Employers' Retiree Benefit (CERBT) Account Update Summary as of September 30, 2024
- E. Receive and File the California Employers' Pension Prefunding Trust (CEPPT) Account Update Summary as of September 30, 2024

8. OLD BUSINESS - None

9. NEW BUSINESS

- A. Approval of 2024-2027 Memorandum of Understanding (MOU) Between the Midway City Sanitary District and American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO LOCAL 1734-01
- B. A RESOLUTION NO. 2024-21 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (PERS ALL EMPLOYEES)
- C. A RESOLUTION NO. 2024-22 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (NON-PERS BOARD OF DIRECTORS)

- D. A RESOLUTION NO. 2024-23 ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893 OF THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT
- E. A RESOLUTION NO. 2024-24 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, ADOPTING THE 2024-2025 SALARY SCHEDULE FOR REPRESENTED EMPLOYEES
- F. A RESOLUTION NO. 2024-25 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, ADOPTING THE 2024-2025 SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES
- G. Consider Sponsorship of the City of Westminster’s Tet Parade

10. INFORMATIONAL ITEMS

- A. OC LAFCO’s Fall Edition of “The Pulse”
- B. 2024 Board Meeting Calendar

11. BOARD CONCERNS AND COMMENTS

12. GM/STAFF CONCERNS AND COMMENTS

13. GENERAL COUNSEL CONCERNS AND COMMENTS

14. CLOSED SESSION ITEMS - None

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.

15. ADJOURNMENT TO TUESDAY, NOVEMBER 19, 2024

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

October 15, 2024

CALL TO ORDER

President M. Nguyen called the Regular Meeting of the Governing Board of the Midway City Sanitary District to order at 5:30 P.M., on Tuesday, October 15, 2024, at 14451 Cedarwood Street, Westminster, California.

ROLL CALL

PRESENT: Mark Nguyen
Tyler Diep
Chi Charlie Nguyen
Sergio Contreras
Andrew Nguyen

ABSENT: None

STAFF PRESENT: Robert Housley, General Manager
Gordon Copley, Director of Finance
Ashley Davies, Dir. of Servs. & Program Development
Milo Ebrahimi, District Engineer, P.E.
Cynthia Olsder, Exec/Board Secretary
Mariana Sanchez, Accountant

OTHERS PRESENT: James H. Eggart, General Counsel, Woodruff & Smart
Julie Barreda, Sr. Regional VP, CR&R
Mike Carey, Sr. Sustainability Manager, CR&R
Diann Pay, P.E., AKM Consulting Engineers

PLEDGE OF ALLEGIANCE AND INVOCATION

Director S. Contreras led the Pledge of Allegiance. Director T. Diep conducted the Invocation.

ROLL CALL AND DECLARATION OF QUORUM

Executive/Board Secretary C. Olsder announced a quorum.

PUBLIC COMMENTS

None

APPROVAL OF MINUTES

A. Approve Minutes of the Regular Board of Directors Meeting on October 1, 2024

A motion was made by Director S. Contreras, seconded by Director A. Nguyen, to approve the minutes of the regular meeting on October 1, 2024. The motion was approved by the following 5-0 vote:

- AYES: A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras
- NAYS: None
- ABSTAIN: None
- ABSENT: None

REPORTS

Report of President

None

Report of the General Manager

GM R. Housley introduced Director of Finance, G. Copley to the Board and reported on recent and upcoming District events. Additionally, he announced the delivery of the District’s flatbed truck, which was purchased at a very good price thanks to staff.

Report of the Director of Services & Program Development

Director of Services & Program Development A. Davies reported on the outreach activities she will be participating in this coming week. She also shared with the Board a draft of the November newsletter.

Report of CR&R Mid-Year Update

J. Barreda addressed the Board and presented the mid-year update on SB1383 Outreach, Community Outreach, and Community Events.

Report of Outreach Committee Meeting on October 2, 2024

Director T. Diep and Director C. Nguyen attended the meeting to discuss the November newsletter, the fog mailer/handout, the District’s survey results, and future outreach events.

Report of Outreach Radio Bolsa on October 8, 2024

Director S. Contreras and Director A. Nguyen reported that they attended the recording to inform residents of SB 1383 regulations, District services, and upcoming events.

Report of Clean-up Event at Russell Paris Park on October 12, 2024

Director C. Nguyen, Director T. Diep, Director A. Nguyen, and President M. Nguyen attended the event, and all agreed that the turnout was good.

CONSENT CALENDAR

- A. Receive and File the Register of Demands in the Amount of \$1,344,866.79
- B. Approve the October 2, 2024 Outreach Committee Recommendations
- C. Receive and File the Engineer Report for September 2024
- D. Recognition and Approval of a 5-year Accident and Injury Free Award for Fleet Maintenance Mechanic, Gustavo Carrera, in the Amount of \$200.00
- E. Approve Request of Fleet Maintenance Mechanic, Gustavo Carrera to Receive Forty (40) Hours of Vacation Pay in Lieu of Time Off Due to Financial Hardship

A motion was made by Director C. Nguyen, seconded by Director S. Contreas, to approve the Consent Calendar. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras
 NAYS: None
 ABSTAIN: None
 ABSENT: None

OLD BUSINESS – None

NEW BUSINESS

- A. Receive and File the Sewer System Management Plan Audit Report

D. Pay addressed the Board and presented the audit of the Sewer System Management Plan, gave an update on the sewer master plan, and the Springdale/Westminster manhole project.

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director C. Nguyen, seconded by T. Diep, to receive and file the Sewer System Management Plan audit report 2024. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras
 NAYS: None
 ABSTAIN: None
 ABSENT: None

- B. Consider Approval of Maintenance Services Agreement with PumpMan, LLC to Provide Sewer Lift Station Preventive and On-Call Pump Maintenance and Annual Wet-Well Cleaning for an Initial Period of Two Years, with Three One-Year Options

A staff report and recommendations were provided to and considered by the Board. A motion was made by Director C. Nguyen, seconded by A. Nguyen, to approve the maintenance services agreement with PumpMan, LLC to provide sewer lift station preventive and on-call pump maintenance and annual wet-well cleaning and authorize the General Manager to make minor modifications to the agreement, as needed, and to execute the agreement on behalf of the District. The motion was approved by the following 5-0 roll call vote:

AYES: A. Nguyen, M. Nguyen, C. Nguyen, T. Diep, and S. Contreras
 NAYS: None
 ABSTAIN: None
 ABSENT: None

INFORMATIONAL ITEMS

- A. ISDOC Quarterly Luncheon on Wednesday, October 30, 2024
- B. Observation Schedule for November 5, 2024 Presidential General Election
- C. 2024 Board Meeting Calendar

Received and File.

BOARD CONCERNS AND COMMENTS

The Directors thanked staff.

Director T. Diep recommended that the District find ways to recognize staff members who go above and beyond to save money for the District. He requested that staff work with the General Counsel to bring this matter back to the Board for discussion.

GENERAL MANAGER AND STAFF CONCERNS AND COMMENT

None

GENERAL COUNSEL CONCERNS AND COMMENTS

J. Eggart shared that Attorney General Bonta sued ExxonMobil for allegedly engaging in a decades-long campaign of deception that caused and exacerbated the global plastics pollution crisis. The Attorney General is seeking establishment of an abatement fund, disgorgement of profits, and civil penalties.

With the consent of the full Board, General Counsel, J. Eggart convened the meeting into closed session at 6:27 P.M. for consideration for the following matter identified on the Agenda pursuant to applicable law.

CLOSED SESSIONS

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

President M. Nguyen reconvened the open session portion of the meeting at 6:30 P.M.

President M. Nguyen reported that the Board had met in closed session as identified on Agenda Item 14A, and that no reportable action had been taken.

ADJOURNMENT

President M. Nguyen adjourned the meeting at 6:30 P.M. to the next Board Meeting to be held at the District on Tuesday, November 5, 2024, at 5:30 P.M.

Andrew Nguyen, Secretary

AGENDA ITEM 7A

Date: November 05, 2024
To: Board of Directors
From: Robert Housley, General Manager
Prepared by: Mariana Sanchez, Accountant
Subject: Receive and File the Register of Demands in the Amount of \$495,690.79.

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 on adopted and approved budget appropriations.

The Treasurer has duly reviewed the demands on the attached register.

FISCAL IMPACT

The total value of demand for this period is \$495,690.79. This includes expenses, payroll, and payroll-related disbursements.

Sufficient funds are available to process all payments.

STAFF RECOMMENDATION

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

ATTACHMENTS

1. Disbursement Details for November 05, 2024

Midway City Sanitary District

Accounts Payable Expenditures, Payments, Payroll, and ACH Payment(s) Report

Prepared for Board Meeting held on November 05, 2024

Type	Num	Date	Name	Memo	Paid Amount
Check	16112	10/11/2024	Advanced Thermal Products, Inc	PO # 425NG-19	
Bill	241139	10/09/2024		NG-19 Firewall Insulation	2,142.00
					2,142.00
Check	16113	10/11/2024	AT&T Mobility (First Net)		
Bill	287341896497X100224	10/02/2024		Pump Man 714-766-4336 Sep 2024	45.09
Bill	287291683611X1024	10/02/2024		September 2024	464.35
				September 2024	320.39
				September 2024	137.31
					967.14
Check	16114	10/11/2024	City of Westminster	CDBG 23-24 Citywide Overlay	
Bill	232	10/09/2024		Manhole Cover Replace by City (21)	12,495.00
					12,495.00
Check	16115	10/11/2024	CR Transfer, Inc.		
Bill	46040	09/30/2024		Tonnage Fees Sep-2024 (813.85)	89,023.78
Bill	46008	09/30/2024		Tonnage Fees Sep-24 (1831.92)	121,597.20
					210,620.98
Check	16116	10/11/2024	CRC Cloud	MCS D	
Bill	2103151	10/01/2024		Maintenance & Support Oct-2024	2,493.00
					2,493.00
Check	16117	10/11/2024	ECIS	GCDI	
Bill	MCS DGI224	10/09/2024		FOG Inspections Sep-2024 (342)	9,234.00
					9,234.00
Check	16118	10/11/2024	HB Staffing/Cathyjon Enterprises, Inc.	Client# 341347	
Bill	4465812	10/03/2024		Engineering Asistant (32.0) 09/24/24-09/27/24	1,261.44
				Project Manager (40.0) 09/23/24-09/27/24	2,207.60
					3,469.04
Check	16119	10/11/2024	Orange County Sanitation District	MCS D September Permit Fees 2024	
Bill	Permit Fees Sep-2024	09/30/2024		Permit Fees Sep-2024	17,041.42
					17,041.42
Check	16120	10/11/2024	PumpMan	SRO0006439	
Bill	130000186	09/24/2024		Emergency Service Call - 9/23/24	2,590.00
					2,590.00
Check	16121	10/11/2024	Raycom	Cust # C11374	
Bill	116004106-1	10/08/2024		FCC License Renewal KNFF494	155.00
					155.00
Check	16122	10/11/2024	Robotic Sewer Solutions, Inc.	Goldenwest Link Pipe Removal	
Bill	MCS002	10/04/2024		Misc. Grinding Work - Remove 2x Failed Lnk Pipe Repairs	8,500.00
					8,500.00
Check	16123	10/11/2024	Safety-Kleen Systems, Inc.		
Bill	95432374	09/26/2024		Used Oil Shop (350)	20.00
Bill	95579339	09/28/2024		AF-HD ELC Oat Red 55Gal Coolant (1)	538.52
					558.52
Check	16124	10/11/2024	Shuster Advisory Group, LLC	Q3 2024 Advisory Fee for 457(b) & OBRA Plans	
Bill	6600	09/30/2024		Advisory Fee for 457(b) & OBRA plans Q3 2024	1,300.00
					1,300.00
Check	16125	10/17/2024	Commercial Van Interiors	Acct# 2400869	
Bill	2407558	10/15/2024		TG F250 Extruded Aluminum w/38" Loading (1), Camera Bar Bracket (1), Installation	6,305.80
					6,305.80
Check	16126	10/18/2024	Akeso Occupational Health		
Bill	EM008329	10/11/2024		Breath Alcohol Test DOT - R.Rojas	65.00
Bill	EM002849	10/17/2024		Breath Alcohol Test/Drug Screen DOT - Arviza, Juan	100.00
				Physical DOT - Clarke, Shannan	100.00
				Physical DOT/ Drug Screen - Jimenez, Miguel	135.00
					400.00

Type	Num	Date	Name	Memo	Paid Amount
Check	16127	10/18/2024	Bodyworks Equip. Inc.		
Bill	48586	10/07/2024		RR Dump Cylinder (2), Grip Cylinder (1), Rocker Switch (20), Tube, 1/2" Arm Top (1), In/Out Cyl....	3,691.57
Bill	48584	10/07/2024		Arm Raise Cylinder (2)	3,242.58
					6,934.15
Check	16128	10/18/2024	Brandy Briseno	2024 Holiday Party Photo Booth	
Bill	10.18.2024	10/18/2024		2024 Holiday Party Photo Booth - Deposit	150.00
					150.00
Check	16129	10/18/2024	Cameron Welding Supply	PO# 28696	
Bill	1665054-00	10/02/2024		Acetylene, Dissolved (1), Oxygen, Compressed (1), Revco Mig Glove XLG (1)	218.52
					218.52
Check	16130	10/18/2024	City of Westminster-Water Billing		
Bill	189732	10/08/2024		Westminster Lift Station 08/05/24 - 10/01/24	19.45
Bill	187644	10/08/2024		Hammon Lift Station 08/06/24 - 10/01/24	23.67
					43.12
Check	16131	10/18/2024	City of Westminster Hydrant	Acct #013-0012 Customer #45973	
Bill	192982	10/15/2024		Hydrant Water Service Oct-2024	84.94
					84.94
Check	16132	10/18/2024	Clean Energy	Cust # 124470 Order # FSOW1471990	
Bill	CEW12725300	10/15/2024		CNG Station Remote Reset - 10/10/24	35.23
					35.23
Check	16133	10/18/2024	CliftonLarsonAllen, LLP	Account No. A169737	
Bill	L241666737	10/14/2024		District Audit Progress Billing for FYE 06/30/2024	6,600.00
				Technology and Client Support Fee	350.00
				Final Billing Agreed Upon Procedures on GANN Appropriation's Limit for 6/30/24	400.00
					7,350.00
Check	16134	10/18/2024	Daniels Tire Service	Cust # 2002338 Ref # 934737	
Bill	200519086	10/11/2024		Recap Tires (13)	3,262.72
					3,262.72
Check	16135	10/18/2024	Davis Farr LLP	Client No 31320	
Bill	2152	09/30/2024		Accounting Assistance (62.50) September 2024	6,562.50
					6,562.50
Check	16136	10/18/2024	ehs International, Inc	Course ID: 10015 & 10016	
Bill	3-20765	10/16/2024		Traffic Control/Flagger Safety Refresher (6) and Confined Space Entry Refresher (6)	2,376.00
					2,376.00
Check	16137	10/18/2024	HB Staffing/Cathyjon Enterprises, Inc.	Client# 341347	
Bill	4469710	10/10/2024		Engineering Assistant (32.0) 09/30/24-10/04/24	1,261.44
				Project Manager (40.0) 09/30/24-10/04/24	2,207.60
					3,469.04
Check	16138	10/18/2024	Hillco Fastener Warehouse Inc.	Order No. 01390022	
Bill	5384277	10/04/2024		3/4-16x4-1/2 Hex HD (20), 3/4-16 Grade C Locknut (20), 3/4 SAE Heavy Duty Flat Washer (30), 7/8 ...	209.39
					209.39
Check	16139	10/18/2024	Pitney Bowes/Purchase Power	Acct # 80000-90000-0933-5138	
Bill	80009000093351381024	10/10/2024		Postage Sept-2024	200.00
					200.00
Check	16140	10/18/2024	SDRMA - Employee Benefits	Member # 7732	
Bill	H46616	11/01/2024		November - 2024	665.59
				November - 2024	1,584.98
				November - 2024	813.70
				November - 2024	527.36
				November - 2024	453.41
				November - 2024	121.96
				November - 2024	250.81
				November - 2024	97.42

Type	Num	Date	Name	Memo	Paid Amount
				November - 2024	98.48
				November - 2024	48.71
					4,662.42
Check	16141	10/18/2024	Snap-On Tools	PO# 28703	
Bill	10092493900	10/09/2024		Comination Thread Repair Set (1)	501.34
					501.34
Check	16142	10/18/2024	Staples Business Credit	Acct # 10181543LA	
Bill	7002343976	09/25/2024		Office Supplies Sep-2024	336.11
					336.11
Check	16143	10/18/2024	TEC Of California, Inc.		
Bill	1466273L	09/18/2024		Lube Filter (4), Fuel Filter (4), Air Filter (6)	595.51
Bill	1467326L	09/24/2024		Plug, Expansion (3), Gasket (1), Seal, Oil (1), Kit, Sparkplug (6), Extension (6), Housing (1), ...	1,610.85
Bill	1467063L	09/24/2024		NG-8 Kit, Turbo (1), Gasket, Turbo (1), Stud (4), Gasket, Oil (1), Nut, Regular (4)	3,156.64
Bill	1467949L	09/27/2024		Kit, Spark Plugs (12), Extension Coils (6), Housing, Breather (1)	1,396.66
Bill	1469709L	10/09/2024		NG-7 Air Dryer (1)	553.19
					7,312.85
Check	16144	10/18/2024	Townsend Public Affairs, Inc.		
Bill	22385	10/01/2024		Development and Submittal - 2024 State and Local Cybersecurity Grant Program Application	7,500.00
					7,500.00
Check	16145	10/18/2024	UniFirst Corporation		
Bill	2190240499	10/04/2024		Oct - 2024	236.05
Bill	2190240500	10/04/2024		Oct - 2024	83.47
Bill	2190240501	10/04/2024		Oct - 2024	77.94
Bill	2190240502	10/04/2024		Oct - 2024	19.05
Bill	2190243570	10/11/2024		Oct - 2024	235.60
Bill	2190243571	10/11/2024		Oct - 2024	83.30
Bill	2190243572	10/11/2024		Oct - 2024	77.80
Bill	2190243573	10/11/2024		Oct - 2024	19.05
					832.26
Check	16146	10/18/2024	Woodruff & Smart	ID: 2003-JHE	
Bill	76953	09/30/2024		Legal Services September-2024	18,553.40
					18,553.40
Check	16147	10/18/2024	SoCal Auto & Truck Parts, Inc.		
Bill	620718	09/14/2024		Trailer Wireing Harness (12), Amber Marker Light (12)	463.58
Bill	621803	09/27/2024		Synthetic 10W30 Oil (3), Val EP FFSHM 5W30 Oil (3), Brake Parts Cleaner (24), M18 Tower Light (1)	463.63
Bill	621989	09/30/2024		Packout Rol Tool Box (1), Jetstream Pump (1), Venom Gloves (3), Universal joint (2)	135.59
Bill	622207	10/02/2024		Boxd Minatures (10)	12.23
					1,075.03
Check	16148	10/18/2024	Spectrum Enterprise (Time Warner Cable)	Acct # 8448 40 013 1162435	
Bill	1162435050924	05/09/2024		May-2024	91.01
				One-Time FIA Installation Charges	1,360.89
					1,451.90
Check Total					\$351,392.82
ACH Payment		10/07/2024		Funds ACH Payment 457(b) OBRA-PST	
				Funds ACH Payment 457(b) OBRA-PST	1,048.50
					1,048.50
ACH Payment		10/07/2024		Funds ACH Payment 457(b) Salary Reduction	
				Funds ACH Payment 457(b) Salary Reduction	4,015.23
					4,015.23
ACH Payment		10/07/2024		Funds ACH Payment 457(b) Roth	
				Funds ACH Payment 457(b) Roth	2,955.53
					2,955.53
ACH Payment	2840709	10/10/2024	SoCalGas	Acct # 021-760-4610 6	
Bill	02176046106 0924	10/07/2024		CNG Station Sep-2024 (10,915)	8,041.65
					8,041.65

Type	Num	Date	Name	Memo	Paid Amount
ACH Payment	2840059	10/10/2024	SoCalGas		
Bill	19380926006 10102024	10/10/2024		Maint. Shop & Wash Rack - Oct 2024	52.12
Bill	19170926059 101024	10/10/2024		District Offices Oct 2024	54.20
					106.32
ACH Payment	90281011202	10/11/2024	Chevron Texaco (Wex Bank)	Acct # 0496-00-525172-3	
Bill	100173331	09/30/2024		Sep-2024	221.94
				Sep-2024	328.26
				Sep-2024	756.11
					1,306.31
ACH Payment	1002757630	10/18/2024	CalPERS-Retirement	6882866561	
Bill	09/30/24 - 10/13/24	10/13/2024		Earned Period 09/30/24 - 10/13/24	1,776.47
				Earned Period 09/30/24 - 10/13/24	3,311.90
				Earned Period 09/30/24 - 10/13/24	3,515.85
				Earned Period 09/30/24 - 10/13/24	1,312.09
					9,916.31
ACH Payment	1002757631	10/18/2024	CalPERS-Retirement	6882866561	
Bill	09/30/24 - 10/13/24	10/13/2024		Earned Period 09/30/24 - 10/13/24	1,705.05
				Earned Period 09/30/24 - 10/13/24	3,178.72
				Earned Period 09/30/24 - 10/13/24	3,374.48
				Earned Period 09/30/24 - 10/13/24	1,259.32
					9,517.57
ACH Payment	1002757632	10/18/2024	CalPERS-Retirement	6882866561	
Bill	09/30/24 - 10/13/24	10/13/2024		Earned Period 09/30/24 - 10/13/24	125.94
				Earned Period 09/30/24 - 10/13/24	234.79
				Earned Period 09/30/24 - 10/13/24	249.25
				Earned Period 09/30/24 - 10/13/24	93.02
					703.00
ACH Payment		10/18/2024		Funds ACH Payment 457(b) Salary Reduction	
				Funds ACH Payment 457(b) Salary Reduction	4,233.26
					4,233.26
ACH Payment		10/18/2024		Funds ACH Payment 457(b) Roth	
				Funds ACH Payment 457(b) Roth	3,112.34
					3,112.34
ACH Payments Total					\$44,956.02
Payroll		10/16/2024		Employee Payroll	99,341.95
Payroll Total					\$99,341.95
Total Disbursements					\$495,690.79
Transfers					
Transfer		10/07/2024		Funds Transfer LAIF to US Bank Checking	
				Funds Transfer LAIF to US Bank Checking	1,000,000.00
					1,000,000.00
Transfers Total					\$1,000,000.00

AGENDA ITEM 7B

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Gordon Copley, Director of Finance

Subject: Approve and File the Treasurer’s Investment Report for September 2024

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 available for all investments. The report also provides the Board of Directors with 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 available as of the preparation of this report, 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.

MCSD’s total invested cash as of September 30, 2024, is \$51,520,531.84

	TYPE OF INVESTMENT	MATURITY DATE	YIELD	BOOK VALUE AS OF 9/30/2024	MARKET VALUE AS OF 9/30/2024	% OF PORTFOLIO	MAXIMUM PERCENTAGE OF PORTFOLIO
FDIC Insured Accounts							
US Bank Interest Checking	Checking	Liquid	0.050%	\$ 383,561.21	\$ 383,561.21	0.74%	None
US Bank Money Market	Money Market	Liquid	0.050%	\$ 36,041.09	\$ 36,041.09	0.07%	20%
Certificate of Deposits	CD	-	-	\$ -	\$ -	0.00%	30%
Total FDIC Insured Accounts				\$ 419,602.30	\$ 419,602.30	0.81%	
LAIF							
California CLASS (Prime Fund)	Pool	Liquid	4.518%	\$ 47,566,996.40	\$ 47,566,996.40	92.33%	\$75 million
CalTRUST (Medium Term Fund)	Pool/Bond Fund	Liquid	0.350%	\$ 1,532,350.48	\$ 1,484,203.67	2.88%	30%
U.S. Treasury Securities	US Securities	-	-	\$ -	\$ -	0.00%	None
TOTAL Investments				\$ 51,568,678.65	\$ 51,520,531.84	100.00%	

FISCAL IMPACT

There is no fiscal impact associated with the approval of this informational report.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve and file the Treasurer's Investment Report.

ATTACHMENTS

1. Treasurer's Investment Report

MIDWAY CITY SANITARY DISTRICT
District Investment Activities
9/30/2024

	Operating Fund <u>1040.10</u>	Midway City <u>1040.20</u>	Buildings Equipment & Facilities <u>1040.30</u>	Lift Stations & Sewer Lines <u>1040.40</u>	CNG Station & Fueling Facilities <u>1040.50</u>	Vehicle Replacement <u>1040.60</u>	Total LAIF Account No. <u>7030-005</u>	CA CLASS Prime Fund <u>#1050.00</u>	CalTRUST Medium-Term <u>#114.00</u>
Beginning Balance, 08.31.2024	\$ 8,075,788.92	\$ 2,141,219.39	\$ 2,993,010.08	\$ 31,295,818.21	\$ 2,045,499.94	\$ 2,265,659.86	\$ 48,816,996.40	\$ 2,040,933.70	\$ 1,476,737.86
Investment Income (LAIF, CalTRUST, CA CLASS)							\$ -	\$ 8,795.77	\$ 5,221.50
Market Value Capital Gain/(Loss)							\$ -		
Transfer from LAIF to US Bank	\$ (1,250,000.00)						\$ (1,250,000.00)		\$ 7,465.81
Transfer from US Bank to LAIF							\$ -		
Transfers LAIF to LAIF							\$ -		
Transfers US Bank to California CLASS								\$ -	
Transfers California CLASS to US Bank								\$ -	
Transfer CalTRUST to/from US Bank									\$ (5,221.50)
Ending Balance, 09.30.2024	<u>\$ 6,825,788.92</u>	<u>\$ 2,141,219.39</u>	<u>\$ 2,993,010.08</u>	<u>\$ 31,295,818.21</u>	<u>\$ 2,045,499.94</u>	<u>\$ 2,265,659.86</u>	<u>\$ 47,566,996.40</u>	<u>\$ 2,049,729.47</u>	<u>\$ 1,484,203.67</u>

TOTAL LAIF, U.S. SECURITIES, CA CLASS, CalTRUST & INTEREST RECEIVABLE	\$ 51,100,929.54
ADD: US BANK	
a. Checking (158301509028)	\$ 383,561.21
b. Money Market (158200156913)	\$ 36,041.09
TOTAL DISTRICT CASH ON HAND	<u>\$ 51,520,531.84</u>

CERTIFICATION

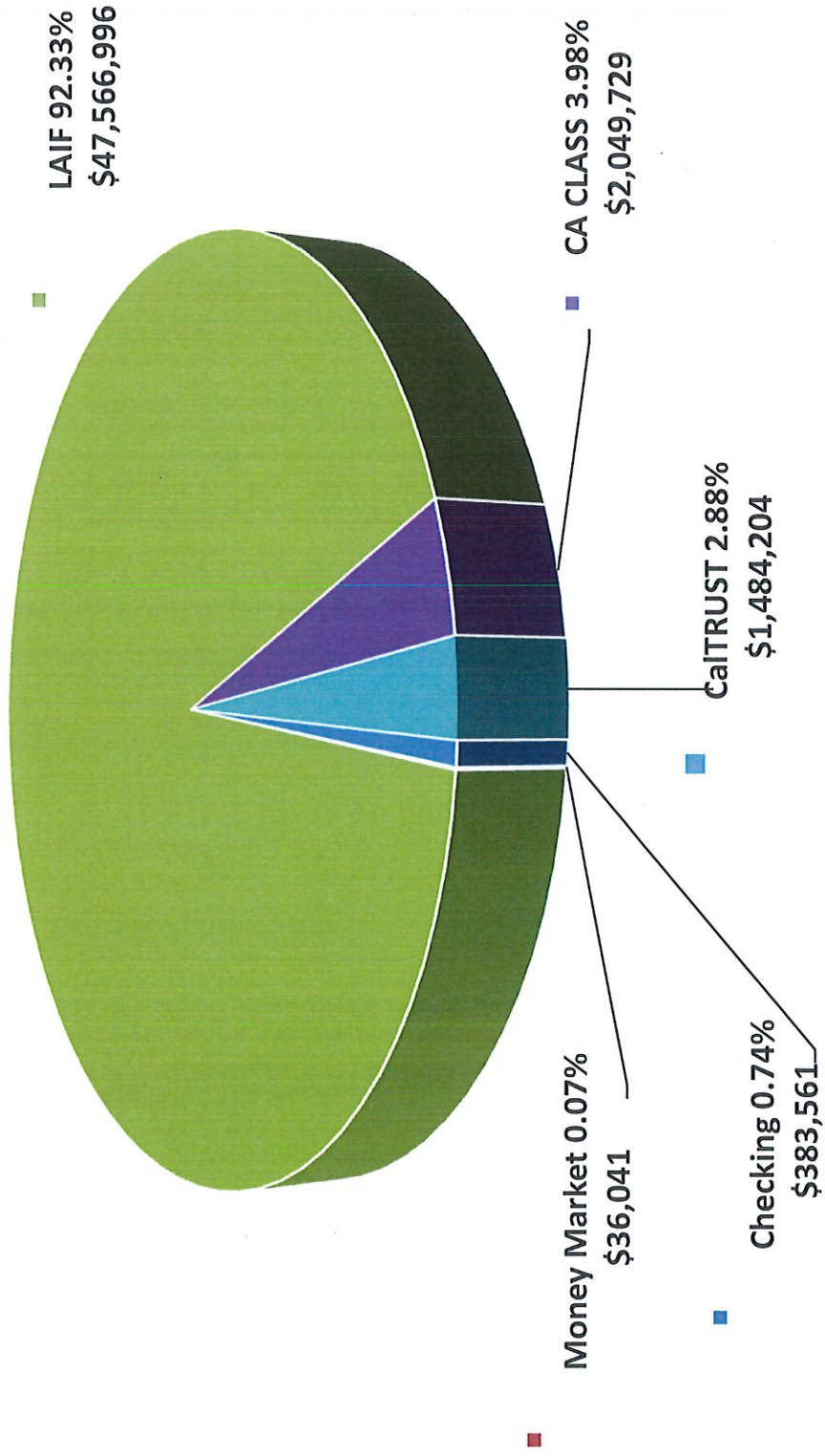
I certify that (1) all investment actions executed since the last report have been made in full compliance with the District's Investment Policy and, (2) the District will meet its expenditure obligations for the next six months as required by California Government Code Sections 53646(b)(2) and (3), respectively.

Robert Housley
Prepared & Submitted by
Robert Housley, General Manager

10/22/2024
Dated


Sergio Contreras, Board Treasurer
Dated

MCSD Portfolio as of 09.30.2024



California State Treasurer
Fiona Ma, CPA



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

October 03, 2024

[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

September 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
9/4/2024	9/4/2024	RW	1759133	1719662	ROBERT HOUSLEY	-1,000,000.00
9/16/2024	9/14/2024	RW	1759421	1719949	ROBERT HOUSLEY	-250,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	48,816,996.40
Total Withdrawal:	-1,250,000.00	Ending Balance:	47,566,996.40



California State Treasurer
Fiona Ma, CPA



Search



Home ->> PMIA ->> PMIA Average Monthly Effective Yields



LOCAL AGENCY INVESTMENT FUND

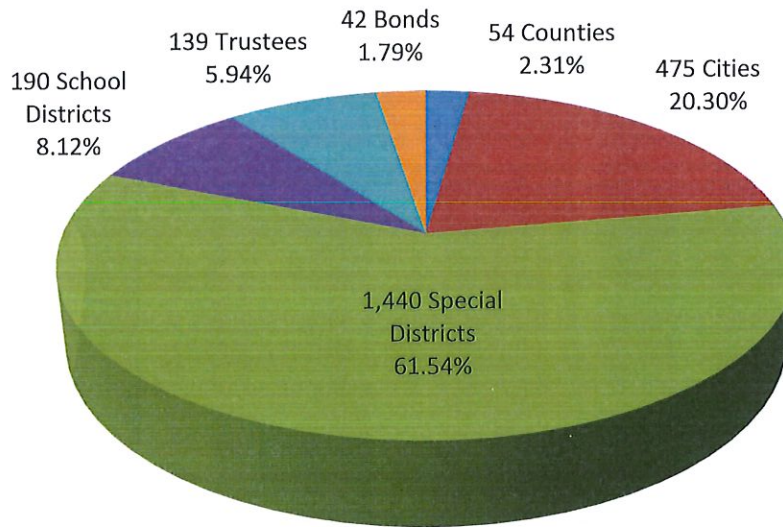
PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305*	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575			

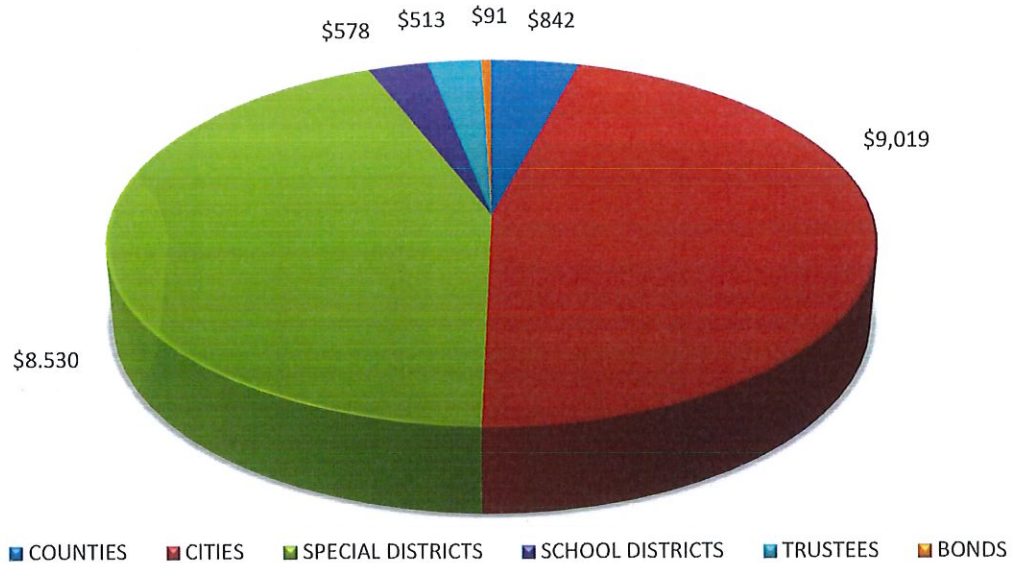
LAIF STATISTICS AS OF 09/30/24

	Balance By Type	Participation	% of Fund
54 COUNTIES	842,143,245.68	2.31%	4.30%
475 CITIES	9,019,012,812.42	20.30%	46.08%
1,440 SPECIAL DISTRICTS	8,529,516,524.42	61.54%	43.58%
190 SCHOOL DISTRICTS	578,410,173.00	8.12%	2.96%
139 TRUSTEES	512,875,260.51	5.94%	2.62%
42 BONDS	90,917,901.33	1.79%	0.46%
2,340 Fund Balance:	\$19,572,875,917.36	100.00%	100.00%

Participation:



Balance by Type (dollars in millions):



Percentages may not total 100% due to rounding.



Summary Statement

September 30, 2024

Page 1 of 4

Investor ID: CA-01-0164

0000153-0000607 PDF 697362

Midway City Sanitary District
 14451 Cedarwood Street
 Westminster, CA 92708

California CLASS

California CLASS

		Average Monthly Yield: 5.2597%						
N		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0164-0001	Operating Funds	1,766,935.27	0.00	0.00	7,614.93	44,892.20	1,767,189.10	1,774,550.20
CA-01-0164-0002	CalRecycle SB 1363 Grant Funds	273,998.43	0.00	0.00	1,180.84	4,837.27	274,037.79	275,179.27
TOTAL		2,040,933.70	0.00	0.00	8,795.77	49,729.47	2,041,226.89	2,049,729.47

Tel: (877) 930-5213

www.californiaclass.com



Account Number: CA-01-0164-0001

Operating Funds

Account Summary

Average Monthly Yield: 5.2597%

California CLASS	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
	1,766,935.27	0.00	0.00	7,614.93	44,892.20	1,767,189.10	1,774,550.20

Transaction Activity

2

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2024	Beginning Balance			1,766,935.27	
09/30/2024	Income Dividend Reinvestment	7,614.93			
09/30/2024	Ending Balance			1,774,550.20	



Account Statement

September 30, 2024

Page 3 of 4

Account Number: CA-01-0164-0002

CalRecycle SB 1383 Grant Funds

Account Summary

Average Monthly Yield: 5.2597%

Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
273,998.43	0.00	0.00	1,180.84	4,837.27	274,037.79	275,179.27

California CLASS

Transaction Activity

23

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
09/01/2024	Beginning Balance			273,998.43	
09/30/2024	Income Dividend Reinvestment	1,180.84			
09/30/2024	Ending Balance			275,179.27	

Tel: (877) 930-5213

www.californiaclass.com



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
09/01/2024	0.000000000	5.4035%
09/02/2024	0.000000000	5.4035%
09/03/2024	0.000146793	5.3787%
09/04/2024	0.000147382	5.3942%
09/05/2024	0.000147628	5.4032%
09/06/2024	0.000442686	5.4008%
09/07/2024	0.000000000	5.4008%
09/08/2024	0.000000000	5.4008%
09/09/2024	0.000147346	5.3929%
09/10/2024	0.000147355	5.3932%
09/11/2024	0.000147286	5.3907%
09/12/2024	0.000146932	5.3777%
09/13/2024	0.000440367	5.3725%
09/14/2024	0.000000000	5.3725%
09/15/2024	0.000000000	5.3725%
09/16/2024	0.000147118	5.3845%
09/17/2024	0.000147765	5.4082%
09/18/2024	0.000147667	5.4053%
09/19/2024	0.000144865	5.3021%
09/20/2024	0.000414282	5.0543%
09/21/2024	0.000000000	5.0543%
09/22/2024	0.000000000	5.0543%
09/23/2024	0.000137865	5.0459%
09/24/2024	0.000137691	5.0395%
09/25/2024	0.000137589	5.0357%
09/26/2024	0.000137358	5.0273%
09/27/2024	0.000412029	5.0267%
09/28/2024	0.000000000	5.0267%
09/29/2024	0.000000000	5.0267%
09/30/2024	0.000137730	5.0409%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.

Fund Info Detail

CACCLASS

As Of Date: 09/30/2024

NAV

\$1.00

Shares:	1,566,168,733.530
Fund Balance:	\$1,566,595,498.85
Dividend Rate:	0.000137730294
Current Yield:	N/A
Daily Yield:	5.0409%
7-Day Yield:	5.0320%
30-Day Yield:	5.2597%



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

09/01/2024 through 09/30/2024

SUMMARY OF INVESTMENTS

Fund	Account Number	Total Shares Owned	Net Asset Value per Share on Sep 30 (\$)	Value on Sep 30 (\$)	Average Cost Amount (\$)	Cumulative Change in Value (\$)
MIDWAY CITY SANITARY DISTRICT	20100007910					
CalTRUST Medium Term Fund	20100007910	149,316.265	9.94	1,484,203.67	1,532,350.47	(48,146.80)
Portfolios Total value as of 09/30/2024				1,484,203.67		

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) (\$)
CalTRUST Medium Term Fund		MIDWAY CITY SANITARY DISTRICT			Account Number: 20100007910			
Beginning Balance	09/01/2024			149,316.265	9.89	1,476,737.86		
Accrual Income Div Cash	09/30/2024	5,221.50	0.000	149,316.265	9.94	1,484,203.67	0.00	0.00
Change in Value						7,465.81		
Closing Balance as of	Sep 30			149,316.265	9.94	1,484,203.67		

Please note that this information should not be construed as tax advice and it is recommended that you consult with a tax professional regarding your account.



2024 CalTRUST Closures

Please note that the CalTRUST Funds will be closed for trading on the following days:

Date	Holiday
January 1, 2024	New Year's Day
January 15, 2024	Martin Luther King, Jr. Day
February 19, 2024	Presidents' Day
March 29, 2024	Good Friday
May 27, 2024	Memorial Day
June 19, 2024	Juneteenth National Independence Day
July 4, 2024	Independence Day
September 2, 2024	Labor Day
October 14, 2024	Indigenous Peoples Day
November 11, 2024	Veterans Day
November 28, 2024	Thanksgiving Day
December 25, 2024	Christmas Day

EARLY CLOSURES:

March 28, May 24, July 3, November 29, December 24, and December 31

**Midway City Sanitary District
CalTRUST Summary**

CalTRUST - Medium-Term Fund

	Investment + '+'	Dividends '+'	Distribution of Dividend (-)	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	\$ 1,446,653.27
January-2023		3,227.48		8,939.16	\$ 1,458,819.91
February-2023		3,447.06	(3,447.06)	(13,438.46)	\$ 1,445,381.45
March-2023		4,147.17	(4,147.17)	14,931.62	\$ 1,460,313.07
April-2023		3,791.32	(3,791.32)	1,493.16	\$ 1,461,806.23
May-2023		4,482.39	(4,482.39)	(7,465.81)	\$ 1,454,340.42
June-2023		4,090.56	(4,090.56)	(8,958.97)	\$ 1,445,381.45
July-2023		4,246.18	(4,246.18)	1,493.16	\$ 1,446,874.61
August-2023		4,455.68	(4,455.68)	-	\$ 1,446,874.61
September-2023		4,286.72	(4,286.72)	(7,465.82)	\$ 1,439,408.79
October-2023		4,795.72	(4,795.72)	(1,493.16)	\$ 1,437,915.63
November-2023		4,603.47	(4,603.47)	14,931.63	\$ 1,452,847.26
December-2023		4,484.90	(4,484.90)	13,438.46	\$ 1,466,285.72
January-2024		5,122.63	(5,122.63)	-	\$ 1,466,285.72
February-2024		4,548.47	(4,548.47)	(10,452.14)	\$ 1,455,833.58
March-2024		4,411.96	(4,411.96)	1,493.17	\$ 1,457,326.75
April-2024		5,220.49	(5,220.49)	(11,945.30)	\$ 1,445,381.45
May-2024		5,169.07	(5,169.07)	4,479.48	\$ 1,449,860.93
June-2024		4,750.35	(4,750.35)	4,479.49	\$ 1,454,340.42
July-2024		5,625.28	(5,625.28)	11,945.30	\$ 1,466,285.72
August-2024		5,081.59	(5,081.59)	10,452.14	\$ 1,476,737.86
September-2024		5,221.50	(5,221.50)	7,465.81	\$ 1,484,203.67

\$ 1,500,000.00 \$ 119,111.48 \$ (86,761.01) \$ (48,146.80) \$ 1,484,203.67

AGENDA ITEM 7C

Date: November 5, 2024
To: Board of Directors
From: Robert Housley, General Manager
Prepared by: Gordon Copley, Director of Finance
Subject: Receive and File the 1st Quarter 2024-2025 Fiscal Year Financial and Budget Reports

BACKGROUND

Quarterly, the Midway City Sanitary District legislative body reviews its financial and budget reports. The reports were prepared by the Finance Department and reviewed by the General Manager and Department Heads.

DISCUSSION

The 1st quarter financial and budget reports are in line with approved budgeted items and in accordance with District policies and procedures.

FISCAL IMPACT

Informational report only. No fiscal impact.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors receive and file the 1st quarter financial and budget reports.

ATTACHMENTS

1. Statement of Net Assets [pg. 30-32]
2. Statement of Revenue Expenses and Changes in Net Position [pg. 33-35]
3. Budget vs. Actual [pg. 36-42]

Midway City Sanitary District
Statement of Net Assets
As of September 30, 2024

	<u>Sep 30, 24</u>	<u>Sep 30, 23</u>	<u>\$ Change</u>
ASSETS			
Current Assets			
Checking/Savings			
1000.00 · Cash in Checking - US 9028	356,637.45	319,905.76	36,731.69
1020.00 · Money Market - US 6913	36,041.09	500,017.88	-463,976.79
1030.00 · Petty Cash	300.00	300.00	0.00
1035.00 · HRA Reserve Fund - WEX	23,223.16	20,878.09	2,345.07
1040.00 · Local Agency Investment Fund			
1040.10 · Operating	6,825,788.92	7,073,967.86	-248,178.94
1040.20 · Midway City	2,141,219.39	1,550,401.25	590,818.14
1040.30 · Buildings, Equip & Facilities	2,993,010.08	5,650,800.88	-2,657,790.80
1040.40 · Lift Stations & Sewer Lines	31,295,818.21	30,037,191.86	1,258,626.35
1040.50 · CNG Station & Facilities	2,045,499.94	1,963,235.91	82,264.03
1040.60 · Vehicle Replacement	2,265,659.86	3,573,335.86	-1,307,676.00
Total 1040.00 · Local Agency Investment Fund	<u>47,566,996.40</u>	<u>49,848,933.62</u>	<u>-2,281,937.22</u>
1050.00 · California CLASS			
1050.10 · Prime Fund Account, Operating	1,774,550.20	0.00	1,774,550.20
1050.20 · CalRecycle SB 1383 Grant Funds	275,179.27	0.00	275,179.27
Total 1050.00 · California CLASS	<u>2,049,729.47</u>	<u>0.00</u>	<u>2,049,729.47</u>
1070.00 · CalTRUST			
1070.10 · CalTRUST Medium-Term Fund	1,532,350.48	1,532,350.48	0.00
1070.20 · CalTRUST Market Gain/(Loss)	-48,146.81	-92,941.69	44,794.88
Total 1070.00 · CalTRUST	<u>1,484,203.67</u>	<u>1,439,408.79</u>	<u>44,794.88</u>
1090.00 · 115 Trust Fund, Restricted			
1090.10 · CEPPT Trust Related to Pensions	4,575,000.00	4,575,000.00	0.00
1090.20 · CEPPT Trust Market Gain/(Loss)	1,150,255.56	168,685.42	981,570.14
Total 1090.00 · 115 Trust Fund, Restricted	<u>5,725,255.56</u>	<u>4,743,685.42</u>	<u>981,570.14</u>
Total Checking/Savings	<u>57,242,386.80</u>	<u>56,873,129.56</u>	<u>369,257.24</u>
Accounts Receivable			
2000.00 · Accounts Receivable	1,299.25	0.00	1,299.25
Total Accounts Receivable	<u>1,299.25</u>	<u>0.00</u>	<u>1,299.25</u>
Other Current Assets			
2005.00 · Accrued Receivables	212,388.65	0.00	212,388.65
2015.00 · Interest Receivable	1,156,671.10	4,286.72	1,152,384.38
2600.00 · Inventory			
2600.20 · Pump Inventory	329,195.65	329,195.65	0.00
2600.10 · Parts Inventory	160,603.20	135,266.15	25,337.05
Total 2600.00 · Inventory	<u>489,798.85</u>	<u>464,461.80</u>	<u>25,337.05</u>
2700.00 · Prepaid Items			
2700.30 · Prepaid Expense	1,333.90	0.00	1,333.90
Total 2700.00 · Prepaid Items	<u>1,333.90</u>	<u>0.00</u>	<u>1,333.90</u>
Total Other Current Assets	<u>1,860,192.50</u>	<u>468,748.52</u>	<u>1,391,443.98</u>
Total Current Assets	<u>59,103,878.55</u>	<u>57,341,878.08</u>	<u>1,762,000.47</u>

Midway City Sanitary District Statement of Net Assets As of September 30, 2024

	<u>Sep 30, 24</u>	<u>Sep 30, 23</u>	<u>\$ Change</u>
Fixed Assets			
3500.00 - Land	92,948.00	92,948.00	0.00
3510.00 - Construction Work In Progress			
3510.02 - WIP Board Room Furniture	0.00	4,382.53	-4,382.53
3500.03 - WIP Technology	26,170.45	0.00	26,170.45
3500.04 - WIP Solar Project	0.00	67,974.25	-67,974.25
3510.00 - Construction Work In Progress - Other	7,536.55	4,599,597.53	-4,592,060.98
Total 3510.00 - Construction Work In Progress	<u>33,707.00</u>	<u>4,671,954.31</u>	<u>-4,638,247.31</u>
3520.00 - Buildings & Improvements	8,147,624.20	906,409.40	7,241,214.80
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	6,377,415.26	5,019,135.23	1,358,280.03
3580.00 - Other Vehicles			
3580.10 - Administration Vehicles	139,985.99	63,387.30	76,598.69
3580.20 - Solid Waste Vehicles	167,559.58	197,797.84	-30,238.26
3580.30 - Sewer Trucks & Vehicles	1,253,860.45	1,223,647.19	30,213.26
Total 3580.00 - Other Vehicles	<u>1,561,406.02</u>	<u>1,484,832.33</u>	<u>76,573.69</u>
3590.00 - Other Equipment			
3590.10 - Office Furniture & Equipment	215,914.49	26,629.59	189,284.90
3590.20 - Garage Facilities	88,726.39	88,726.39	0.00
3590.30 - Garage Equipment & Vehicles	174,835.67	161,985.14	12,850.53
3590.40 - Solid Waste Equipment - Other	58,325.84	58,325.84	0.00
3590.50 - Sewer Equipment - Other	418,329.72	685,214.46	-266,884.74
Total 3590.00 - Other Equipment	<u>956,132.11</u>	<u>1,020,881.42</u>	<u>-64,749.31</u>
3600.00 - Accumulated Depreciation			
3600.10 - Accumulated Depreciation Admin	-2,114,690.69	-2,035,746.48	-78,944.21
3600.20 - Accumulated Depreciation Garage	-19,729.04	-12,847.20	-6,881.84
3600.30 - Accum Depreciation Solid Waste	-5,403,981.58	-4,809,060.12	-594,921.46
3600.40 - Accumulated Depreciation Sewer	-9,349,747.56	-9,102,629.51	-247,118.05
Total 3600.00 - Accumulated Depreciation	<u>-16,888,148.87</u>	<u>-15,960,283.31</u>	<u>-927,865.56</u>
Total Fixed Assets	<u>27,999,698.29</u>	<u>24,954,491.95</u>	<u>3,045,206.34</u>
Other Assets			
6500.00 - Deferred Outflows from Pension	3,092,001.00	2,134,820.00	957,181.00
6510.00 - Deferred Outflows from OPEB	918,372.00	1,879,200.00	-960,828.00
Total Other Assets	<u>4,010,373.00</u>	<u>4,014,020.00</u>	<u>-3,647.00</u>
TOTAL ASSETS	<u><u>91,113,949.84</u></u>	<u><u>86,310,390.03</u></u>	<u><u>4,803,559.81</u></u>

Midway City Sanitary District
Statement of Net Assets
As of September 30, 2024

	<u>Sep 30, 24</u>	<u>Sep 30, 23</u>	<u>\$ Change</u>
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
5000.00 · Accounts Payable	946,773.05	661,004.73	285,768.32
5002.00 · Retentions Payable	7,523.30	0.00	7,523.30
Total Accounts Payable	<u>954,296.35</u>	<u>661,004.73</u>	<u>293,291.62</u>
Credit Cards			
5005.00 · US Bank Cal Card	0.00	2,278.65	-2,278.65
Total Credit Cards	<u>0.00</u>	<u>2,278.65</u>	<u>-2,278.65</u>
Other Current Liabilities			
5010.00 · Accrued Expenses			
5010.10 · Payroll	70,621.81	554.00	70,067.81
5010.30 · OC San CFC Charge	-5,719.83	-5,071.70	-648.13
5010.40 · Group Insurance	16.95	16.95	0.00
5010.00 · Accrued Expenses - Other	0.00	-552.00	552.00
Total 5010.00 · Accrued Expenses	<u>64,918.93</u>	<u>-5,052.75</u>	<u>69,971.68</u>
Total Other Current Liabilities	<u>64,918.93</u>	<u>-5,052.75</u>	<u>69,971.68</u>
Total Current Liabilities	<u>1,019,215.28</u>	<u>658,230.63</u>	<u>360,984.65</u>
Long Term Liabilities			
6020.00 · Compensated Absences	-91,264.99	0.00	-91,264.99
6520.00 · Deferred Inflows from Pension	262,753.00	61,731.00	201,022.00
6530.00 · Deferred Inflows from OPEB	552,829.00	1,414,816.00	-861,987.00
6540.00 · Net Pension Liability	998,527.00	611,954.00	386,573.00
6550.00 · Net OPEB Liability	-551,556.00	-529,964.40	-21,591.60
Total Long Term Liabilities	<u>1,171,288.01</u>	<u>1,558,536.60</u>	<u>-387,248.59</u>
Total Liabilities	<u>2,190,503.29</u>	<u>2,216,767.23</u>	<u>-26,263.94</u>
Equity			
4000.00 · Net Position	90,229,731.39	85,564,156.99	4,665,574.40
4100.00 · Restricted	274,497.14	41,804.02	232,693.12
Net Income	-1,580,781.98	-1,512,338.21	-68,443.77
Total Equity	<u>88,923,446.55</u>	<u>84,093,622.80</u>	<u>4,829,823.75</u>
TOTAL LIABILITIES & EQUITY	<u><u>91,113,949.84</u></u>	<u><u>86,310,390.03</u></u>	<u><u>4,803,559.81</u></u>

Midway City Sanitary District
Statement of Revenues, Expenses and Changes in Net Position
Fiscal Year 2024-2025 Qtr 1

	<u>Jul - Sep 24</u>	<u>Jul - Sep 23</u>	<u>\$ Change</u>
Income			
7000.00 - Operating Revenues			
7010.00 - Trash & Sewer Collection Fees			
400.01 - Service Fees - Wholly Exempt	0.00	0.00	0.00
7010.00 - Trash & Sewer Collection Fees - Other	-592.20	2,167.98	-2,760.18
Total 7010.00 - Trash & Sewer Collection Fees	-592.20	2,167.98	-2,760.18
7020.00 - Add'l Container & Service Fees	2,892.37	2,360.32	532.05
7030.00 - Franchise Fees	452,157.61	231,368.12	220,789.49
7040.00 - Plan Check & Inspection Fees	19,636.00	11,224.00	8,412.00
7050.00 - Connection Fees	5,017.55	2,320.19	2,697.36
Total 7000.00 - Operating Revenues	479,111.33	249,440.61	229,670.72
8000.00 - Non-Operating Revenues			
8010.00 - Property Tax Secured	0.00	0.00	0.00
8020.00 - Property Tax Unsecured	22,964.40	17,252.33	5,712.07
8030.00 - Property Tax Supplemental	1,333.33	1,782.29	-448.96
8050.00 - Public Utility & Reg. Railroad	0.00	0.00	0.00
8080.00 - Investment Income	1,798,137.15	615,615.78	1,182,521.37
8100.00 - Other Revenue			
8100.10 - Mattress Recycling	1,964.16	1,023.75	940.41
8100.20 - Scrap Metals & Recycables	1,811.33	2,804.11	-992.78
8100.30 - Used Oil Recycling	0.00	194.00	-194.00
8100.50 - Renewable Fuel RINS/LCFS	0.00	558.49	-558.49
8100.60 - Waste Disposal Agreement	0.00	0.00	0.00
8100.70 - Grants & Agreements	391.00	0.00	391.00
8100.75 - Sponsorships	4,000.00	0.00	4,000.00
8100.80 - Miscellaneous Other Revenue	1,729.80	827.95	901.85
Total 8100.00 - Other Revenue	9,896.29	5,408.30	4,487.99
8150.00 - Gain/Loss on Disposal of Assets	29,437.00	0.00	29,437.00
Total 8000.00 - Non-Operating Revenues	1,861,768.17	640,058.70	1,221,709.47
Total Income	2,340,879.50	889,499.31	1,451,380.19
Gross Profit	2,340,879.50	889,499.31	1,451,380.19
Expense			
7500.00 - Personnel & Benefits			
7510.00 - Salaries & Wages	307,203.90	320,353.21	-13,149.31
7520.00 - Medicare	10,212.47	8,334.37	1,878.10
7530.00 - CalPERS Retirement	564,734.61	65,443.18	499,291.43
7550.00 - Group Insurance			
7550.10 - Health Benefits	192,291.24	171,930.44	20,360.80
7550.20 - Health Reimbursement Agreement	7,160.00	228.00	6,932.00
7550.30 - Life & AD&D	4,365.76	4,027.84	337.92
7550.40 - Dental Benefits	8,889.69	7,152.27	1,737.42
7550.50 - Vision Benefits	842.64	810.52	32.12
Total 7550.00 - Group Insurance	213,549.33	184,149.07	29,400.26

Midway City Sanitary District
Statement of Revenues, Expenses and Changes in Net Position
Fiscal Year 2024-2025 Qtr 1

	<u>Jul - Sep 24</u>	<u>Jul - Sep 23</u>	<u>\$ Change</u>
7560.00 · Group Insurance Retirees	50,742.42	46,830.82	3,911.60
7570.00 · Workers' Compensation	109,192.86	80,303.32	28,889.54
7575.00 · Uniforms & Laundry Service	8,176.33	4,216.35	3,959.98
7580.00 · Employee Reimbursements	3,489.56	1,424.95	2,064.61
Total 7500.00 · Personnel & Benefits	1,267,301.48	711,055.27	556,246.21
7600.00 · Operating Expenses			
7610.00 · Board Meeting Expenses	2,078.66	1,357.59	721.07
7615.00 · Office Expenses	0.00	2,141.76	-2,141.76
7620.00 · Operating & Office Expenses	9,522.57	4,678.52	4,844.05
7625.00 · LAFCO	24,352.33	21,507.79	2,844.54
7630.00 · Services & Supplies			
7630.10 · Alarm Services	1,467.00	504.00	963.00
7630.20 · Banking Services & Fees	1,361.32	1,568.58	-207.26
7630.30 · GPS Services	27,381.89	27,256.56	125.33
7630.40 · Janitorial Services & Supplies	785.29	2,485.08	-1,699.79
7630.50 · Landscape Services	750.00	0.00	750.00
7630.60 · Payroll Services	5,422.54	4,925.39	497.15
7630.70 · Postage & Postage Machine	555.54	805.13	-249.59
7630.80 · Wash & Detail Fleet & Vehicles	0.00	6,310.00	-6,310.00
Total 7630.00 · Services & Supplies	37,723.58	43,854.74	-6,131.16
7635.00 · Printing & Publications	125.06	0.00	125.06
7640.00 · Permits Fees Testing & Taxes	1,507.13	2,282.06	-774.93
7645.00 · Memberships Dues & Subscriptions	1,658.00	1,220.00	438.00
7650.00 · Education Training & Travel Exp	11,737.07	11,624.25	112.82
7655.00 · Education & Training	0.00	4,451.20	-4,451.20
7660.00 · Employee Awards & Recognition	3,651.20	10,506.67	-6,855.47
7665.00 · Medical Exams & Testing	367.00	906.50	-539.50
7670.00 · Property & Liability Insurance	560,721.54	469,438.60	91,282.94
7675.00 · Claims Expenses	2,159.00	0.00	2,159.00
7680.00 · Gasoline & Diesel Fuel	4,315.63	5,971.23	-1,655.60
7685.00 · Tonnage Disposal Fees			
7685.10 · Trash (Black Cart)	386,031.71	364,359.50	21,672.21
7685.20 · Recycables (Blue Cart)	0.00	0.00	0.00
7685.30 · Organics (Green Cart)	285,558.68	288,615.91	-3,057.23
Total 7685.00 · Tonnage Disposal Fees	671,590.39	652,975.41	18,614.98
7690.00 · Containers/Carts			
7690.20 · Blue Carts	33,845.38	45,240.48	-11,395.10
Total 7690.00 · Containers/Carts	33,845.38	45,240.48	-11,395.10
7695.00 · Tools & Equipment	7,595.91	5,940.74	1,655.17
Total 7600.00 · Operating Expenses	1,372,950.45	1,284,097.54	88,852.91
7700.00 · Repairs & Maintenance			
7700.05 · Buildings & Facilities	8,914.65	574.68	8,339.97
7700.10 · CNG Facilities	6,037.44	7,973.32	-1,935.88
7700.15 · Vehicles	1,265.85	551.04	714.81

Midway City Sanitary District
Statement of Revenues, Expenses and Changes in Net Position
Fiscal Year 2024-2025 Qtr 1

	<u>Jul - Sep 24</u>	<u>Jul - Sep 23</u>	<u>\$ Change</u>
7700.20 · Trash Trucks	61,532.34	24,112.92	37,419.42
7700.25 · Vactor Trucks	4,052.73	4,938.67	-885.94
7700.30 · Tires	15,602.83	24,552.15	-8,949.32
7700.35 · Restock Parts & Supplies	63,638.22	58,507.61	5,130.61
7700.50 · Lift Station No. 3 Westminster	6,126.97	0.00	6,126.97
7700.55 · Lift Station No. 4 Brookhurst	6,628.60	0.00	6,628.60
7700.60 · Lift Station Maintenance	22,395.00	11,536.00	10,859.00
7700.65 · Manholes	9,100.00	0.00	9,100.00
7700.70 · Sewer Lines	7,523.30	0.00	7,523.30
7700.75 · CCTV Inspection & Cleaning	485,024.29	0.00	485,024.29
7700.80 · Generators	1,781.62	6,913.72	-5,132.10
7700.85 · Hazardous Waste Used/Mixed Oil	978.00	435.00	543.00
Total 7700.00 · Repairs & Maintenance	<u>700,601.84</u>	<u>140,095.11</u>	<u>560,506.73</u>
7725.00 · Professional & Tech Services			
7725.10 · Audit & Financial Services	14,647.50	18,007.50	-3,360.00
7725.20 · Engineering & Consulting	106,079.00	50,415.90	55,663.10
7725.30 · Legal Services Personnel	12,557.00	8,511.10	4,045.90
7725.40 · Legal Services General Counsel	58,698.10	25,226.30	33,471.80
7725.50 · Information Technology	55,244.67	19,961.07	35,283.60
7725.70 · Prof & Consulting Services	77,128.23	12,235.88	64,892.35
7725.90 · Temporary Personnel	39,422.45	19,997.50	19,424.95
Total 7725.00 · Professional & Tech Services	<u>363,776.95</u>	<u>154,355.25</u>	<u>209,421.70</u>
7750.00 · Community Outreach & Programs			
7750.05 · Community & District Events	56,981.39	8,933.13	48,048.26
7750.10 · District Calendar	44,413.74	0.00	44,413.74
7750.20 · Media & Program Development	9,800.00	9,050.00	750.00
7750.25 · Clean-up Events	3,648.93	3,516.77	132.16
7750.30 · Organics, Compost & SB1383 Exp	35,326.68	23,598.81	11,727.87
Total 7750.00 · Community Outreach & Programs	<u>150,170.74</u>	<u>45,098.71</u>	<u>105,072.03</u>
7800.00 · Utilities			
7800.10 · Electricity	32,824.80	36,017.93	-3,193.13
7800.20 · Natural Gas	17,678.63	20,864.76	-3,186.13
7800.40 · Phone & Internet	13,370.00	7,530.81	5,839.19
7800.50 · Mobile Phone	1,709.54	2,068.11	-358.57
7800.60 · Television	274.44	196.04	78.40
7800.70 · Underground Service Alerts	81.80	46.25	35.55
7800.80 · Water & Sewer	920.81	411.74	509.07
Total 7800.00 · Utilities	<u>66,860.02</u>	<u>67,135.64</u>	<u>-275.62</u>
Total Expense	<u>3,921,661.48</u>	<u>2,401,837.52</u>	<u>1,519,823.96</u>
Net Income	<u><u>-1,580,781.98</u></u>	<u><u>-1,512,338.21</u></u>	<u><u>-68,443.77</u></u>

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25 ACTUAL	FY 2024-25 BUDGET	PERCENT of BUDGET
SUMMARY				
1	REVENUES			
2	Trash & Sewer Collection Fees	(592)	7,760,000	0.0%
3	Franchise Fees	452,158	1,350,000	33.5%
4	Property Taxes	24,298	1,521,925	1.6%
5	Pass-Thru Property Tax Funds	-	4,375,000	0.0%
6	Investment Income	1,798,137	2,726,433	66.0%
7	Other Revenue Sources	66,879	320,000	20.9%
8	TOTAL REVENUES	\$ 2,340,880	\$ 18,053,358	13.0%
9	EXPENSES			
10	Salaries and Wages	307,204	3,335,000	9.2%
11	Benefits	948,432	1,769,360	53.6%
12	Tonnage Fees	671,590	2,650,000	25.3%
13	Repairs and Maintenance	640,343	1,414,000	45.3%
14	Depreciation & Amortization Expense	-	1,785,000	0.0%
15	Other Operating Expenses	1,354,093	\$ 4,020,100	33.7%
16	TOTAL EXPENSES	\$ 3,921,661	\$ 14,973,460	26.2%
17	Net Resources Over/(Under) Expenses	(1,580,782)	3,079,898	
18	ACTUAL/BUDGET	\$ 2,340,880	\$ 18,053,358	

		FY 2024-25 ACTUAL	FY 2024-25 BUDGET	PERCENT of BUDGET
REVENUES				
1	OPERATING REVENUES			
2	Trash & Sewer Collection Fees	(592)	7,760,000	0.0%
3	Additional Container & Service Fees	2,892	15,000	19.3%
4	Franchise Fees	452,158	1,350,000	33.5%
5	Sewer Plan Check & Inspection Fees	19,636	55,000	35.7%
6	Sewer Connection Fees	5,018	15,000	33.5%
7	OPERATING REVENUES	\$ 479,111	\$ 9,195,000	5.2%
8	NON-OPERATING REVENUES			
9	Property Tax Secured	-	1,375,000	0.0%
10	Property Tax Unsecured	22,964	38,000	60.4%
11	Property Tax Supplemental	1,333	30,000	4.4%
12	Homeowner's Property Tax Relief		6,000	0.0%
13	Public Utility Tax & Reg. Railroad		64,000	0.0%
14	Pass thru Property Taxes County of Orange		575,000	0.0%
15	Pass thru Property Taxes City of Westminster		3,800,000	0.0%
16	Investment Income	1,798,137	2,726,433	66.0%
17	Interest on Undistributed Taxes		8,925	0.0%
18	Other Revenue	9,896	225,000	4.4%
19	Gain/(Loss) on Disposal of Capital Assets	29,437	10,000	294.4%
21	NON-OPERATING REVENUES	\$ 1,861,768	\$ 8,858,358	21.0%
22	TOTAL REVENUES	\$ 2,340,880	\$ 18,053,358	13.0%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
BOARD OF DIRECTORS				
23	Directors' Fees (salaries)	26,700	115,000	23.2%
24	Medicare	384	1,600	24.0%
25	Group Insurance	24,193	120,000	20.2%
26	Workers' Compensation Insurance	442	410	107.9%
27	Election Costs	-	120,000	0.0%
28	Board Meeting Expenses	2,079	8,000	26.0%
29	Operating & Office Expenses	120	5,500	2.2%
30	Services & Supplies	972	4,750	20.5%
31	Board Development & Travel Expenses	4,381	40,000	11.0%
32	Information Technology	12,614	20,000	63.1%
33	TOTAL BOARD OF DIRECTORS	\$ 71,883	\$ 435,260	16.5%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
ADMINISTRATION				
34	Salaries & Wages	76,899	1,200,000	6.4%
35	Medicare	3,318	17,000	19.5%
36	CalPERS Retirement	205,076	150,000	136.7%
37	CalPERS CEPPT/GASB 68 Retirement	-	-	0.0%
38	Group Insurance	50,900	229,500	22.2%
39	Group Insurance Retirees	21,297	96,000	22.2%
40	CalPERS OPEB Trust Reimbursement	-	(96,000)	0.0%
41	Workers' Compensation Insurance	5,851	5,600	104.5%
42	Uniforms & Laundry Services	2,655	3,250	81.7%
43	Employee Reimbursements	1,246	5,500	22.7%
44	Unemployment Benefits	-	-	0.0%
45	Operating & Office Expenses	6,641	45,000	14.8%
46	Local Govt. Formation Commission (LAFCO)	24,352	24,500	99.4%
47	Services & Supplies	7,919	50,000	15.8%
48	Printing & Publications	125	4,000	3.1%
49	Permits Fees Testing & Taxes	1,352	3,500	38.6%
50	Membership Dues & Subscriptions	861	15,000	5.7%
51	Education, Training, & Travel Expenses	4,623	60,000	7.7%
52	Employee Awards Incentives & Recognition	3,570	55,000	6.5%
53	Medical Exams & Testing	-	2,000	0.0%
54	Property & Liability Insurance	115,047	125,000	92.0%
55	Claims Expense	-	-	0.0%
56	Gasoline & Diesel Fuel	765	4,000	19.1%
57	Repairs & Maintenance	6,645	15,000	44.3%
58	Audit & Financial Services	14,648	28,000	52.3%
59	Legal Services Personnel	12,557	55,000	22.8%
60	Legal Services General Counsel	58,698	125,000	47.0%
61	Information Technology	35,487	70,000	50.7%
62	Professional & Consulting Services	37,835	100,000	37.8%
63	Temporary Personnel	23,662	60,000	39.4%
64	Community & District Events	56,981	120,000	47.5%
65	District Calendar	44,414	47,000	94.5%
66	Media & Program Development	9,800	80,000	12.3%
67	Utilities	11,360	46,000	24.7%
68	Depreciation & Amortization Expenses	-	175,000	0.0%
69	TOTAL ADMINISTRATION	\$ 844,582	\$ 2,919,850	28.9%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
FLEET MAINTENANCE				
70	Salaries & Wages	19,670	370,000	5.3%
71	Medicare	1,310	7,000	18.7%
72	CalPERS Retirement	122,766	55,000	223.2%
73	CalPERS CEPPT/GASB 68 Retirement	-	-	0.0%
74	Group Insurance	24,876	100,000	24.9%
75	Group Insurance Retirees	1,344	10,000	13.4%
76	CalPERS OPEB Trust Reimbursement	-	(10,000)	0.0%
77	Workers' Compensation Insurance	13,711	12,750	107.5%
78	Uniforms & Laundry Services	1,252	4,700	26.6%
79	Employee Reimbursements	1,000	2,000	50.0%
80	Operating & Office Expenses	1,270	3,000	42.3%
81	Services & Supplies	3,137	4,500	69.7%
82	Education, Training, & Travel Expenses	2,201	10,000	22.0%
83	Employee Awards Incentives & Recognition	-	2,000	0.0%
84	Medical Exams & Testing	-	900	0.0%
85	Property & Liability Insurance	112,623	90,000	125.1%
86	Gasoline & Diesel Fuel	499	6,000	8.3%
87	Tools & Equipment	6,060	40,000	15.2%
88	Repairs & Maintenance	7,286	15,000	48.6%
89	Information Technology	3,901	5,000	78.0%
90	Utilities	433	3,500	12.4%
91	Depreciation & Amortization Expenses	-	10,000	0.0%
92	TOTAL FLEET MAINTENANCE DEPARTMENT	\$ 323,339	\$ 741,350	43.6%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
SOLID WASTE				
93	Salaries & Wages	145,982	1,180,000	12.4%
94	Medicare	3,701	18,000	20.6%
95	CalPERS Retirement	76,940	125,000	61.6%
96	CalPERS CEPPT/GASB 68 Retirement	-	-	0.0%
97	Group Insurance	83,128	380,000	21.9%
98	Group Insurance Retirees	19,099	78,000	24.5%
99	CalPERS OPEB Trust Reimbursement	-	(78,000)	0.0%
100	Workers' Compensation Insurance	70,364	64,500	109.1%
101	Uniforms & Laundry Services	3,230	12,500	25.8%
102	Employee Reimbursements	922	6,000	15.4%
103	Operating & Office Expenses	163	6,000	2.7%
104	Services & Supplies	20,219	60,000	33.7%
105	Education, Training, & Travel Expenses	130	10,000	1.3%
106	Employee Awards Incentives & Recognition	81	2,000	4.1%
107	Medical Exams & Testing	367	5,000	7.3%
108	Property & Liability Insurance	206,611	230,000	89.8%
109	Claims Expense	1,000	10,000	10.0%
110	Gasoline & Diesel Fuel	785	7,500	10.5%
111	Tonnage Disposal Fees for Refuse, Recycling & Organics	671,590	2,650,000	25.3%
112	Containers/Carts for Refuse, Recycling & Organics	33,845	300,000	11.3%
113	Repairs, Maintenance, Tires, & Restock Parts	142,613	550,000	25.9%
114	Information Technology	1,846	40,000	4.6%
115	Professional & Consulting Services	19,647	30,000	65.5%
116	Clean-up Events	3,649	30,000	12.2%
117	Organics, Compost & SB 1383 Expenses	35,327	200,000	17.7%
118	Utilities	42,203	230,000	18.3%
119	Depreciation & Amortization Expenses	-	950,000	0.0%
120	TOTAL SOLID WASTE	\$ 1,583,444	\$ 7,096,500	22.3%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
SEWER DEPARTMENT				
121	Salaries & Wages	37,953	470,000	8.1%
122	Medicare	1,500	6,500	23.1%
123	CalPERS Retirement	159,952	90,000	177.7%
124	CalPERS CEPPT/GASB 68 Retirement	-	-	0.0%
125	Group Insurance	30,452	140,000	21.8%
126	Group Insurance Retirees	9,001	45,000	20.0%
127	CalPERS OPEB Trust Reimbursement	-	(40,000)	0.0%
128	Workers' Compensation Insurance	18,825	17,500	107.6%
129	Uniforms & Laundry Services	1,040	4,500	23.1%
130	Employee Reimbursements	322	3,000	10.7%
131	Operating & Office Expenses	1,329	6,500	20.4%
132	Services & Supplies	5,476	10,000	54.8%
133	Permits Fees Testing & Taxes	155	30,000	0.5%
134	Membership Dues & Subscriptions	797	3,300	24.2%
135	Education, Training, & Travel Expenses	402	30,000	1.3%
136	Employee Awards Incentives & Recognition	-	2,000	0.0%
137	Medical Exams & Testing	-	1,200	0.0%
138	Property & Liability Insurance	126,440	115,000	109.9%
139	Claims Expense	1,159	110,000	1.1%
140	Gasoline & Diesel Fuel	2,267	9,000	25.2%
140	Tools & Equipment	1,536	15,000	10.2%
140	Repairs & Maintenance	59,034	450,000	13.1%
141	CCTV and Cleaning of District Sewer Lines	485,024	800,000	60.6%
141	Engineering & Consulting	106,079	400,000	26.5%
141	Information Technology	1,396	50,000	2.8%
142	Professional & Consulting Services	19,647	200,000	9.8%
142	Temporary Personnel	15,760	50,000	31.5%
142	Fats Oils Grease (FOG) Program	-	35,000	0.0%
143	Resident Lateral Assistance Program	-	9,000	0.0%
143	Utilities	12,864	68,000	18.9%
143	Depreciation & Amortization Expenses	-	650,000	0.0%
144	TOTAL SEWER	\$ 1,098,413	\$ 3,780,500	29.1%

MIDWAY CITY SANITARY DISTRICT

BUDGET vs. ACTUAL

Q1 FY 2024-2025

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
MIDWAY CITY SANITARY DISTRICT				
145	REVENUES	\$ 2,340,880	\$ 18,053,358	13.0%
146	EXPENSES	\$ 3,921,661	\$ 14,973,460	26.2%
147	REVENUES - EXPENSES =	\$ (1,580,782)	\$ 3,079,898	

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
148	Sewer System Department	1,098,413	3,780,500	29.1%
149	Solid Waste Department	1,583,444	7,096,500	22.3%
150	Fleet Maintenance Department	323,339	741,350	43.6%
151	Administration Department	844,582	2,919,850	28.9%
152	Board of Directors	71,883	435,260	16.5%
153	TOTAL SUMMARY BY DEPT	\$ 3,921,661	\$ 14,973,460	26.2%

		FY 2024-25	FY 2024-25	PERCENT of
		ACTUAL	BUDGET	BUDGET
CAPITAL OUTLAY & IMPROVEMENTS BUDGET				
154	District Offices & Yard			
155	District Buildings Technology & Board Room AV	33,707	30,000	112.4%
156	Fleet Maintenance			
157	EV Ford F150 Lightning w/Tool Box (Q1)	76,599	125,000	61.3%
158	Wash Rack Pressure Washer (Q1)	12,851	12,000	107.1%
159	EV Forklift & Equip (Fork/Extension/ Boom/Bucket)		180,000	0.0%
160	Solid Waste			
161	Rebuilt Engines & Packers for CNG Trash Trucks (Q2)		60,000	0.0%
162	Fire Suppression System for Solid Waste Trucks (Q16)		150,000	0.0%
163	EV Stake bed Truck (Q1)		230,000	0.0%
164	Solar Infrastructure/Microgrid & EV Station(s) Pending Grant		250,000	0.0%
165	Sewer			
166	Plan Document Scanner and Plotter		15,000	0.0%
167	Sewer Flow Meter, Camera, and Smart Covers		150,000	0.0%
168	Trailer Mounted Portable Generator (Q1)	82,498	80,000	103.1%
169	EV Ford Lighting Pickup Trucks (Q2)		160,000	0.0%
170	Miscellaneous Capital Sewer System & Lift Station Projects TBD		2,200,000	0.0%
171	Miscellaneous			
172	None	-	-	0.0%
173	TOTAL CAPITAL OUTLAY & IMPROVEMENTS	\$ 205,654	\$ 3,642,000	5.6%

AGENDA ITEM 7D

Date: November 5, 2024
To: Board of Directors
From: Robert Housley, General Manager
Prepared by: Gordon Copley, Director of Finance
Subject: Receive and File the California Employers' Retiree Benefit (CERBT) Account Update Summary as of September 30, 2024

BACKGROUND

In 2007, CalPERS established the California Employer's Retirement Trust (CERBT) fund, as an irrevocable Section 115 trust, available for public employers seeking to prefund their Other Post Employments Benefits (OPEB) obligations. The Midway City Sanitary District (District) provides health insurance for retirees as a post-employment benefit.

At the April 27, 2010, regular meeting, the Board of Directors approved joining CERBT and establishing a trust account to pre-fund the District's OPEB liabilities.

DISCUSSION

OPEB Trusts are a funding vehicle used by agencies to prefund the future costs of their retiree OPEB benefits as the employee services are rendered. Once funds are deposited into an irrevocable trust, they may not be withdrawn for any purpose other than funding the costs of employer's retiree OPEB benefits. This is the same way that pension trusts operate, such as the District's retirement plan with CalPERS for its employees. These OPEB Trusts provide agencies with a fiscally sound option for ensuring they can meet their OPEB liability in the most cost-effective manner.

FISCAL IMPACT

CERBT 115 Trust fiscal summary since inception is shown below in the table. No fiscal impact to receive and file this report.

(next page)

As of September 30, 2024	Strategy 1
Initial contribution (06/22/2010)	\$187,734
Additional contributions	\$4,108,567
Disbursements	(\$620,311)
CERBT expenses	(\$50,836)
Investment earnings	\$3,982,297
Total assets	\$7,607,452
Annualized net rate of return* (06/22/2010-09/30/2024 = 14.27 years)	7.08%
<i>*Net rate of return is unaudited and includes rounding variances.</i>	

STAFF RECOMMENDATION

Staff recommends that the Board of Directors receive and file this report.

ATTACHMENTS

1. CERBT Account Update Summary as of September 30, 2024

CERBT Account Update Summary

Midway City Sanitary District

as of September 30, 2024



OPEB Valuation Report Summary

OPEB Actuarial Valuation Report by MacLeod Watts, Inc.	
Valuation Date	6/30/2023
Measurement Date	6/30/2023
Total OPEB Liability (TOL)	\$5,967,867
Valuation Assets	\$6,517,501
Net OPEB Liability (NOL)	(\$549,634)
Funded Status	109%
Actuarially Determined Contribution (ADC)	\$240,362
CERBT Asset Allocation Strategy	Strategy 1
Discount Rate	6.00%

CERBT Account Summary

As of September 30, 2024	Strategy 1
Initial contribution (06/22/2010)	\$187,734
Additional contributions	\$4,108,567
Disbursements	(\$620,311)
CERBT expenses	(\$50,836)
Investment earnings	\$3,982,297
Total assets	\$7,607,452
Annualized net rate of return* (06/22/2010-09/30/2024 = 14.27 years)	7.08%

*Net rate of return is unaudited and includes rounding variances.

Cash Flow Summary by Fiscal Year

Fiscal Year	Contributions	Disbursements	Cumulative Investment Gains (Losses)	Cumulative Fees	Cumulative Ending Assets
2006-07	\$0	\$0	\$0	\$0	\$0
2007-08	\$0	\$0	\$0	\$0	\$0
2008-09	\$0	\$0	\$0	\$0	\$0
2009-10	\$187,734	\$0	(\$1,082)	(\$4)	\$186,648
2010-11	\$276,530	\$0	\$62,245	(\$425)	\$526,085
2011-12	\$256,012	\$0	\$75,069	(\$1,159)	\$794,185
2012-13	\$113,095	\$0	\$166,757	(\$2,508)	\$997,620
2013-14	\$2,056,843	\$0	\$472,365	(\$4,999)	\$3,357,581
2014-15	\$0	\$0	\$468,569	(\$8,384)	\$3,350,400
2015-16	\$0	(\$92,658)	\$503,367	(\$11,147)	\$3,289,776
2016-17	\$0	(\$131,067)	\$854,634	(\$14,082)	\$3,507,041
2017-18	\$1,406,087	\$0	\$1,154,934	(\$17,561)	\$5,209,949
2018-19	\$0	\$0	\$1,478,800	(\$22,001)	\$5,529,375
2019-20	\$0	\$0	\$1,676,434	(\$26,759)	\$5,722,251
2020-21	\$0	(\$136,670)	\$3,239,440	(\$32,284)	\$7,143,062
2021-22	\$0	(\$66,120)	\$2,295,486	(\$38,257)	\$6,127,015
2022-23	\$0	\$0	\$2,691,269	(\$43,554)	\$6,517,501
2023-24	\$0	(\$193,796)	\$3,408,743	(\$49,276)	\$7,035,457
as of 9/30/2024	\$0	\$0	\$3,982,297	(\$50,836)	\$7,607,452

CERBT/CEPPT Investment Returns

Periods ended August 31, 2024

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$19,422,541,229	2.85%	7.18%	5.77%	17.04%	1.78%	7.39%	6.16%	5.59%
Benchmark		2.85%	7.14%	5.76%	16.83%	1.57%	7.14%	5.82%	5.21%
CERBT Strategy 2 (Inception October 1, 2011)	\$2,013,137,916	2.65%	6.86%	5.57%	14.50%	0.35%	5.20%	4.96%	6.59%
Benchmark		2.65%	6.83%	5.56%	14.34%	0.21%	5.02%	4.68%	6.34%
CERBT Strategy 3 (Inception January 1, 2012)	\$782,925,383	2.42%	6.47%	5.28%	12.52%	-0.25%	3.68%	3.99%	5.03%
Benchmark		2.43%	6.45%	5.27%	12.39%	-0.34%	3.55%	3.74%	4.78%
CERBT Total	\$22,346,741,255								
CEPPT Strategy 1 (Inception October 1, 2019)	\$203,369,974	2.43%	6.46%	5.19%	14.36%	1.06%	-	-	5.29%
Benchmark		2.43%	6.48%	5.22%	14.31%	0.90%	-	-	5.19%
CEPPT Strategy 2 (Inception January 1, 2020)	\$64,130,683	2.01%	5.78%	4.63%	11.34%	-0.11%	-	-	2.54%
Benchmark		2.02%	5.75%	4.63%	11.29%	-0.18%	-	-	2.44%
CEPPT Total	\$267,500,657								

CERBT Portfolios

Portfolios	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Expected Return	6.4%	6.1%	5.8%
Standard Deviation	11.5%	9.5%	8.1%

CERBT Portfolio Details

Asset Classification	Benchmark	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Global Equity	MSCI All Country World Index IMI (Net)	49% ±5%	34% ±5%	23% ±5%
Fixed Income	Bloomberg Long Liability Index	23% ±5%	41% ±5%	51% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Index (Net)	20% ±5%	17% ±5%	14% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg US TIPS Index, Series L	5% ±3%	5% ±3%	9% ±3%
Commodities	S&P GSCI Total Return Index	3% ±3%	3% ±3%	3% ±3%
Cash	91-Day Treasury Bill	- +2%	- +2%	- +2%

Total Participation Cost Fee Rate

- Total all-inclusive cost of participation
 - Combines administrative, custodial, and investment fees
 - Separate trust funds
 - Self-funded, not-for-profit
 - Fee is applied daily to assets under management
 - 8.5 basis points - CERBT
 - 25 basis points - CEPPT

Financial Reporting

- CERBT provides audited and compliant GASB 75 report in a Schedule of Changes in Fiduciary Net Position (FNP)
 - Published in January each year

CERBT FNP Fiscal Year	Availability
2020-21	Available at https://www.calpers.ca.gov/cerbt
2021-22	
2022-23	

Questions? Where to Get Trust Fund Information?

Name	Title	E-mail	Desk	Mobile
Darren Lathrop	Outreach & Support Manager	Darren.Lathrop@calpers.ca.gov	(916) 795-0751	(916) 291-0391
Lee Lo	Section 115 Trusts & 457 Outreach Manager	Lee.Lo@calpers.ca.gov	(916) 795-4034	(916) 612-4128
Therese Luo	Outreach & Support Analyst	Therese.Luo@calpers.ca.gov	(916) 795-2983	(916) 213-2879
Danny Kaufman	Outreach & Support Analyst	Daniel.Kaufman@calpers.ca.gov	(916) 795-8278	(916) 440-3821
Katie Nguyen	Outreach & Support Analyst	Katie.Nguyen@calpers.ca.gov	(916) 795-8248	(916) 715-1911
Colleen Cain-Herrback	Program Manager	Colleen.Cain-Herrback@calpers.ca.gov	(916) 795-2474	(916) 505-2506
Robert Sharp	Assistant Division Chief	Robert.Sharp@calpers.ca.gov	(916) 795-3878	(916) 397-0756

Program E-mail Addresses	Prefunding Programs Webpages
CEPPT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CEPPT
CERBT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CERBT
CERBTACCOUNT@calpers.ca.gov – Online Record Keeping System	www.your-fundaccount.com/calpers

AGENDA ITEM 7E

Date: November 5, 2024
To: Board of Directors
From: Robert Housley, General Manager
Prepared by: Gordon Copley, Director of Finance
Subject: Receive and File the California Employers' Pension Prefunding Trust (CEPPT) Account Update Summary as of September 30, 2024

BACKGROUND

In September of 2018, the California State Legislature passed Senate Bill 1413 (SB 1413) which created the California Employers' Pension Prefunding Trust (CEPPT). The CEPPT is a special irrevocable trust fund, in the California State Treasury, that allows State and local public agencies that provide a defined benefit pension plan to their employees to prefund their pension contributions. The CEPPT program receives pre-fund contributions from employers and invests those assets into public market securities. The contributions and the investment return are held in a trust fund dedicated exclusively to paying retiree benefits promised by the District to its employees.

At the August 20, 2019, regular meeting, the Board of Directors approved joining the CEPPT program and establishing a trust with CalPERS for the Purpose of Prefunding the Midway City Sanitary District's Required Pension Contributions

DISCUSSION

By joining the CEPPT Program, the District can help finance future costs in large part from the investment earnings provided by CalPERS. Just as the earnings from invested retirement contributions cover \$3 of every \$4 spent in pension benefits, this trust is expected to generate significant revenues to apply towards retirement obligations. Using investment returns and the original contribution to pay the benefits during retirement is a sure path to rate stabilization and sustainable long-term benefits.

FISCAL IMPACT

CEPPT 115 fiscal summary since inception is shown below in the table. No fiscal impact to receive and file this report.

(next page)

As of September 30, 2024	Strategy 1	Strategy 2	Total
Initial contribution (09/06/2019)	\$2,500,000	\$0	\$2,500,000
Additional contributions	\$2,075,000	\$0	\$2,075,000
Disbursements (or Transfers)	(\$473,256)	\$0	(\$473,256)
CEPPT expenses	(\$44,929)	\$0	(\$44,929)
Investment earnings	\$1,195,184	\$0	\$1,195,184
Total assets (09/06/2019-09/30/2024 = 5.07 years)	\$5,252,000	\$0	\$5,252,000

STAFF RECOMMENDATION

Staff recommends that the Board of Directors receive and file this report.

ATTACHMENTS

1. CEPPT Account Update Summary as of September 30, 2024

CEPPT Account Update Summary

Midway City Sanitary District

as of September 30, 2024



CEPPT Account Summary

As of September 30, 2024	Strategy 1	Strategy 2	Total
Initial contribution (09/06/2019)	\$2,500,000	\$0	\$2,500,000
Additional contributions	\$2,075,000	\$0	\$2,075,000
Disbursements (or Transfers)	(\$473,256)	\$0	(\$473,256)
CEPPT expenses	(\$44,929)	\$0	(\$44,929)
Investment earnings	\$1,195,184	\$0	\$1,195,184
Total assets (09/06/2019-09/30/2024 = 5.07 years)	\$5,252,000	\$0	\$5,252,000

CEPPT/CERBT Investment Returns

Periods Ended August 31, 2024

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$19,422,541,229	2.85%	7.18%	5.77%	17.04%	1.78%	7.39%	6.16%	5.59%
Benchmark		2.85%	7.14%	5.76%	16.83%	1.57%	7.14%	5.82%	5.21%
CERBT Strategy 2 (Inception October 1, 2011)	\$2,013,137,916	2.65%	6.86%	5.57%	14.50%	0.35%	5.20%	4.96%	6.59%
Benchmark		2.65%	6.83%	5.56%	14.34%	0.21%	5.02%	4.68%	6.34%
CERBT Strategy 3 (Inception January 1, 2012)	\$782,925,383	2.42%	6.47%	5.28%	12.52%	-0.25%	3.68%	3.99%	5.03%
Benchmark		2.43%	6.45%	5.27%	12.39%	-0.34%	3.55%	3.74%	4.78%
CERBT Total	\$22,346,741,255								
CEPPT Strategy 1 (Inception October 1, 2019)	\$203,369,974	2.43%	6.46%	5.19%	14.36%	1.06%	-	-	5.29%
Benchmark		2.43%	6.48%	5.22%	14.31%	0.90%	-	-	5.19%
CEPPT Strategy 2 (Inception January 1, 2020)	\$64,130,683	2.01%	5.78%	4.63%	11.34%	-0.11%	-	-	2.54%
Benchmark		2.02%	5.75%	4.63%	11.29%	-0.18%	-	-	2.44%
CEPPT Total	\$267,500,657								

CEPPT Portfolios

Portfolios	CEPPT Strategy 1	CEPPT Strategy 2
Expected Return	5.4%	4.9%
Standard Deviation	8.4%	5.9%

CEPPT Portfolio Details

Asset Classification	Benchmark	CEPPT Strategy 1	CEPPT Strategy 2
Global Equity	MSCI All Country World Index IMI (Net)	37% ±5%	21% ±5%
Fixed Income	Bloomberg U.S. Aggregate Bond Index	44% ±5%	61% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid Index (Net)	14% ±5%	9% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg US TIPS Index, Series L	5% ±3%	9% ±3%
Cash	91-Day Treasury Bill	- +2%	- +2%

Total Participation Cost Fee Rate

- Total all-inclusive cost of participation
 - Combines administrative, custodial, and investment fees
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CERBTACCOUNT@calpers.ca.gov – Online Record Keeping System	www.your-fundaccount.com/calpers

AGENDA ITEM 9A

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: Approval of 2024-2027 Memorandum of Understanding Between the Midway City Sanitary District and American Federation of State, County and Municipal Employees, AFL-CIO LOCAL 1734-01

BACKGROUND

The Midway City Sanitary District (the “District”) has been in negotiations with the American Federation of State, County and Municipal Employees, AFL-CIO Local 1734-01 (the “Union”), regarding the terms of a new Memorandum of Understanding (“MOU”) since June 2024. The previous MOU expired on July 1, 2024, prompting the need for a new agreement to establish the terms and conditions of employment for the Union’s represented employees.

DISCUSSION

The new three-year MOU presented to the Board is the result of nearly four months of collaborative discussions and negotiations between the District and the Union. The parties worked diligently to reach an agreement that includes several important revisions:

- **Term:** The MOU reflects a three-year term commencing July 1, 2024, and concluding on June 30, 2027.
- **Wages:** Effective July 1, 2024, the salary schedule for all Union employees will increase by 7%. This will be followed by an additional 3.5% increase on July 1, 2025, and a further increase of 3% on July 1, 2026.
- **Medical Cap:** Starting January 1, 2025, the District’s monthly contribution toward the premium for any PERS Medical Plan chosen by employees will rise to \$2,175. This amount will increase to \$2,275 on January 1, 2026, and to \$2,375 on January 1, 2027.
- **Vesting:** The District will have the option to adopt vesting under Government Code Section 22893 for employees hired on or after the effective date of the resolution. Under the vesting schedule, future employees must have a minimum of ten years of CalPERS-related service credit to receive 50% of the employer contribution; five of those ten years must be performed for the District. Each additional service credit year increases the employer contribution percentage by 5% until 20 years, at which time the retiring employee is eligible for 100% of the employer contribution.

- **Sick Leave:** Language has been added to align with Assembly Bill (AB) 1041, allowing employees to designate a person for sick leave purposes. Additionally, a provision now requires a written statement from a medical provider after five days of paid sick leave in a calendar year.
- **Bereavement:** The MOU has been updated to comply with new bereavement leave laws, providing eligible employees up to five days of unpaid leave following the death of a family member. It maintains three days of paid bereavement leave and allows employees to use accrued paid time off for the additional two unpaid days.
- **Comp Time:** Employees may now accrue up to six hours of comp time within a pay period.
- **Class B License:** The District will cover the costs of medical examinations required to obtain or maintain a Class B license by a District-approved medical examiner. Employees can also choose to have the examination conducted by their own primary care physician at their own expense.
- **CWEA Certification:** Newly hired or promoted Sewer Maintenance Workers will be required to obtain specific CWEA certifications. Current employees in their roles as of July 1, 2024, will be exempt from these new requirements but may receive additional pay if they acquire the certifications.
- **Step Advancement:** Language has been added to allow the General Manager discretion in advancing employees on the salary schedule.
- **Accidents:** The MOU clarifies that the third chargeable accident within 12 months from the second chargeable accident will result in termination.
- **Other Revisions:** Additional non-substantive clean-up revisions were made for clarity and consistency.

The proposed MOU reflects a balanced approach that supports the District’s operational needs while addressing the Union’s priorities. It includes adjustments that aim to enhance employee retention and recruitment, maintain fiscal responsibility, and promote a positive and productive work environment.

FISCAL IMPACT

The adoption of the three-year MOU will have a financial impact on the District’s budget, reflecting the agreed-upon changes to wages and benefits over the term of the agreement. These fiscal impacts of the MOU are still under review and will be assessed in detail to understand how the proposed salary adjustments and benefits will affect the District’s overall budget.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve the three-year Memorandum of Understanding between the Midway City Sanitary District and the American Federation of State, County and Municipal Employees, AFL-CIO Local 1734-01. Approval of the MOU will finalize

the agreement reached through negotiations and establish the terms of employment for represented employees.

ATTACHMENTS

1. MEMORANDUM OF UNDERSTANDING BETWEEN THE MIDWAY CITY SANITARY DISTRICT AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 1734-01.

Fiscal Year 2024-2025
Fiscal Year 2025-2026
Fiscal Year 2026-2027

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MIDWAY CITY SANITARY DISTRICT
(Hereinafter called DISTRICT)**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 1734-01
(hereinafter called UNION)**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MIDWAY CITY SANITARY DISTRICT
(Hereinafter called DISTRICT)**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 1734-01
(hereinafter called UNION)**

WHEREAS, pursuant to California law, the DISTRICT, acting by and through its designated representative, duly appointed by the Governing Board of said DISTRICT, and the representatives of the UNION, a duly recognized employee association, have met and consulted in good faith and have fully communicated and exchanged information concerning wages, hours and other terms and conditions of employment ; and

WHEREAS, except as otherwise expressly provided herein, all terms and conditions of this Agreement shall apply to all employees represented by the UNION; and

WHEREAS, the representatives of the DISTRICT and the UNION desire to reduce their agreements to writing;

NOW, THEREFORE, this Memorandum of Understanding is made to become effective July 1, 2024, and it is agreed as follows:

ARTICLE 1

Bargaining Unit

A. It is recognized that the UNION is the exclusive employee organization which has the right to represent bargaining unit employees in their employment relationship with the DISTRICT pursuant to the Myers-Milias-Brown Act, California Government Code Section 3500, et seq. The bargaining unit shall include all employees of the DISTRICT within those class titles

set out in Exhibit “A” attached hereto and incorporated herein. Additionally, the bargaining unit shall include all non-management, non-confidential, non-clerical classifications which are created after the execution of this Agreement. The bargaining unit shall not include management personnel and the UNION is no longer recognized and does not represent any management employee of the DISTRICT or bargaining unit of management employees recognized by the DISTRICT. All employees in the bargaining unit shall be probationary until they have satisfactorily completed six (6) months of full time employment within a twelve month period. During the probationary period such employees are employed “at will” and the employment of such probationary employees may be terminated at any time by the DISTRICT, with or without cause under the provisions of the California Labor Code section 2922. The DISTRICT recognizes its obligation to provide a “liberty interest” hearing for the sole purpose of giving the probationary employee the opportunity to clear his or her name in the event that the termination impinges on the probationary employee’s constitutionally recognized liberty interests as stated in Lubey v. City and County of San Francisco, 98 Cal.App.3d 340 (1979), or other related authority. Upon successful completion of the probationary period, bargaining unit employees shall be permanent employees and shall thereby be entitled to receive all fringe benefits under this Agreement and shall not be paid under a “temporary” status. Permanent employees shall be entitled to Skelly procedural due process under Article 23 of this Agreement under appropriate circumstances and shall be protected against disciplinary action absent cause for disciplinary action as identified in Article 20 and other appropriate provisions of this Agreement. It is specifically understood that temporary and seasonal employees are not entitled to any benefits or rights under this MOU, with the sole exception that they shall be given first consideration for any regular positions, provided that, in the opinion of the DISTRICT, they have performed satisfactorily.

B. The DISTRICT shall send the UNION a copy of each new job description approved for classifications within the bargaining unit.

The DISTRICT and the UNION desire to maintain labor stability within the bargaining unit to the greatest extent possible, consistent with an employee's right to select the representative of his/her choosing. For these purposes, the parties agree that this Agreement shall act as a bar to the raising of the issues of the appropriateness of this unit and the selection of the representative of this unit, except during the period between sixty (60) and ninety (90) days prior to the expiration of this Agreement.

The parties recognize the right of employees to select a representative of their own choosing pursuant to California Government Code section 3502 and the right of the DISTRICT to adopt reasonable rules and regulations regarding employer employee relations, pursuant to California Government Code section 3507, after having met and consulted regarding such rules and regulations with the UNION.

The DISTRICT and the UNION recognize that employer employee relations and labor stability are enhanced by the UNION being the exclusive representative of this bargaining unit and all employees within the unit, and in accordance with Section A above, the UNION is hereby designated the exclusive representative of this bargaining unit.

C. The DISTRICT agrees to deduct from a bargaining unit employee's earnings that employee's monthly UNION membership dues upon receiving certification of a voluntary written authorization from that employee that conforms and is in accordance with all federal and state laws. The deductions shall continue as long as the authorization is effective. Monies the DISTRICT collects under this provision will be deducted from the employee's earnings in the first and second pay period of each month and remitted to the officer the UNION designates in writing

to the DISTRICT. The UNION will notify the DISTRICT in writing as to the amount of the monthly dues. An authorized UNION officer must certify in writing to the DISTRICT any change in the amounts of this fee at least thirty (30) days before the month for which the deduction is to be made. The DISTRICT shall provide the UNION a list of employees pursuant to AB119.

The UNION shall be responsible for complying with all state and federal laws, rules and regulations relating to payment of membership dues and service fees. The UNION further agrees to indemnify and hold the DISTRICT harmless from any and all claims, grievances, demands, awards, attachments, judgments, suits or any other forms of liability arising from this provision including, but not limited to, legal fees, arbitration fees and costs connected with any defense by the DISTRICT in any action brought with respect to this provision.

ARTICLE 2

Existing Conditions of Employment

All existing benefits, terms and conditions of employment which were in effect as of July 1, 2021, not specifically addressed by this MOU shall remain in full force and effect during the term of this MOU, and shall not be changed without first completing the meet-and-confer process, which may be initiated by either party.

ARTICLE 3

Wage Schedules and PERS Contributions

A. Effective July 1, 2024, the salary schedule for all employees covered by this Agreement shall be increased by seven percent (7%); effective July 1, 2025, the salary schedule for all employees covered by the Agreement shall be increased an additional three and a half percent (3.5%); and effective July 1, 2026, the salary schedule for all employees covered by the Agreement shall be increased an additional three percent (3%).

B. The designated pay period for the DISTRICT shall be biweekly. Employee paychecks shall be available to employees prior to the close of business on Wednesday afternoon. The DISTRICT agrees to issue a separate payroll check to each employee who receives a sick leave check at the end of every year.

C. For all employees hired before July 1, 2009, the DISTRICT shall contract with PERS for a three percent (3%) at 60 retirement benefit. For all employees hired between July 1, 2009 and January 1, 2013, the DISTRICT shall contract with PERS for a two percent (2%) at 55 retirement benefit. Employees hired on or after January 1, 2013 shall be provided the defined benefit formulas to new members established pursuant to California Public Employee's Reform Act of 2013 ("PEPRA"). The DISTRICT shall not pay any of the required employee contributions or costs of any employee; rather, the entire employee's contribution shall be deducted from the employee's payroll payment.

D. The DISTRICT may assign a qualified employee to acting duty status in a position with a higher pay range. An employee assigned to acting duty status shall be paid at the step of the pay range for the acting duty position which corresponds to the employee's current step in his regular position. The DISTRICT may remove an employee from acting duty status at any time. An employee who is in training or on probation for a position does not qualify for acting duty status.

E. Advancement between salary steps shall take place after twelve (12) months, or otherwise at the discretion of the General Manager.

ARTICLE 4

Group Insurance

A. Subject to Paragraph C, the DISTRICT will continue the current group life and medical insurance and vision plans and provide a dental plan.

B. Effective July 1, 2015, the DISTRICT will pay for the group life insurance (minimum \$30,000) and vision and dental insurance plans for the employee only.

C. Effective January 1, 2025, the DISTRICT will pay an amount not to exceed \$2,175 per month per employee toward the premiums for any PERS Medical Plan chosen by the employee and any dependent coverage under the District's dental insurance plan; the balance of any premiums medical insurance and dependent coverage for dental insurance exceeding \$2,175 per month shall be deducted from the employee's payroll payment. Effective January 1, 2026, this amount will be increased to \$2,275 per month and effective January 1, 2027, it shall increase to \$2,375 per month. An employee shall be eligible for benefits under this article on the first day of the month following completion of at least one full month of service to the DISTRICT.

D. The District's medical plan will include domestic partners who are registered pursuant to Family Code section 298.5 as dependents.

E. In the event that a death occurs to an employee while employed, the District will continue to make the same contribution as made during the employee's life for the spouse and dependents (if the spouse and dependents do not have other coverage) for the remainder of the year following the death of that employee or for six (6) months whichever is of a longer duration.

F. The parties agree that PERS medical insurance at retirement will be provided to any full time employee who retires during the term of this Memorandum of Understanding in accordance with the DISTRICT's contract with PERS.

G. The District may adopt public agency vesting under Government Code Section 22893, to be applied to employees hired on or after the effective date of the resolution electing the vesting method. Under the vesting schedule, employees hired on or after the effective date of the resolution must have a minimum of ten years of PERS-related service credit to receive 50% of the employer contribution; five of those ten years must be performed for the District. Each additional service credit year thereafter increases the employer contribution percentage by 5% until 20 years at which time the retiring employee is eligible for 100% of the employer contribution.

H. Employees who actually received deferred compensation prior to the effective date of this MOU shall continue to be eligible for deferred compensation in a dollar amount not to exceed that which was previously paid on behalf of the employee.

ARTICLE 5

Vacation Leave

A. No vacation shall be compensated or honored until completion of one (1) year or fifty-two (52) continuous weeks of employment.

B. Vacation leave shall be taken at times approved by the Manager and shall be based on the following schedule as established by the DISTRICT:

1 to 4 years	10 working days
5 to 11 years	15 working days
12 to 19 years	20 working days
20 years and over	25 working days

Employees must submit a vacation schedule showing use of vacation for a calendar year by June 30 of that year for General Manager’s approval. The General Manager will have the right

to schedule vacations to ensure that all vacation is used except as permitted by Articles 5.F and 5.G.

C. Vacation leave shall not accrue for periods of extended personal or medical leaves. Extended personal or medical leaves are those of thirty (30) or more days without pay. Earned vacation time will be suspended during periods of extended personal or medical leave and will be reactivated only at the return to full employment. An employee who is receiving Worker's Compensation benefits but is no longer receiving sick leave or vacation pay shall be considered absent from duty without pay for the purposes of accumulation of vacation leave.

D. No earned vacation leaves for association personnel shall be split more than two (2) times. Example: 20 working days earned (a) 1 period of 5 working days and 1 period of 15 working days or (b) 2 periods of 10 working days each.

E. Any employee whose service with the DISTRICT is severed by DISTRICT action, resignation, retirement or death shall be compensated for his/her pro rata share of earned vacation. In the case of termination by death, such compensation shall be paid to either the employee's beneficiary or to his/her estate entitled thereto.

F. In order to encourage employees to use their accrued vacation time, vacation is allowed to accrue up to a maximum of 240 hours. Notwithstanding the forgoing, if an employee is required to work while on a scheduled vacation in order to respond to an emergency that the state or the DISTRICT declares, the employee may be able to accrue more than 240 hours of vacation during that limited period in which the employee would have otherwise been on vacation but for the emergency. Once an employee has reached the maximum vacation accrual, the employee will cease to accrue more vacation until the accrued vacation time falls below the 240-hour level.

G. The policy of the DISTRICT is to encourage full utilization of vacation time off by all employees. However, each December, an employee may file an irrevocable request to cash-out up to eighty (80) hours of vacation leave to be earned in the next calendar year. The DISTRICT shall pay each request in the first paycheck of December of the following year. In order to be eligible for this cash-out, the employee must have a remaining balance of at least forty (40) hours of accrued vacation after cashing-out and must have taken a minimum of forty (40) vacation hours in the twelve (12) months prior to the request. Upon an employee's showing of an unforeseen financial hardship, the Board may grant an additional request that an employee be paid his/her regular rate of pay in lieu of taking up to forty (40) hours of his/her vacation time off in eight (8) hour increments. A decision on such a request is at the sole discretion of the Board of Directors and shall be decided on a case-by-case basis.

ARTICLE 6

Sick Leave

A. For each calendar month that a full time employee is in the service of the DISTRICT, he/she shall accrue an eight (8) hour leave of absence with full pay to be taken only when such employee is compelled to be absent from duty on account of illness injury or other purposes as required by law; provided, however, that no such leave of absence shall be accrued during periods of absence from duty without pay in excess of thirty (30) days. An employee who is receiving sick leave or vacation pay shall be considered absent from duty without pay for the purposes of accumulation of sick leave.

B. Sick leave shall be considered an earned benefit. Employees shall be paid at their current hourly rate at the end of the year for each hour of sick leave accumulated in excess of 192

hours, which payment shall be made with the first regular payment of wages during the month of December.

C. Any employee injured in the line of duty (on-the-job) shall be entitled to receive his/her full wage for a period of time equaling his/her accumulated sick leave under Section A above. If an employee is paid an allowance by Workers Compensation insurance, the DISTRICT will compensate the difference between the allowance granted by the insurance and his/her regular daily pay. In computing the benefits paid by insurance, wage benefits alone shall be considered and medical and hospital benefits shall be excluded.

D. In any calendar year an employee may use sick leave up to the amount he/she would accrue during six (6) months of employment for the diagnosis, care, or treatment of an existing health condition of an employee's family member, or preventive care for their family member. . For purposes of this section, "family member" includes the employee's: parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, sibling, and employee designated person (a person the employee designates at the time the employee requests paid sick leave). An employee is limited to identifying one employee designated person per 12-month period. The District may require the same types of illness verification set forth in Paragraph 6.F. The terms "child" or "parent" shall include biological, foster, adoptive, or step relationships as well as the relationships of legal guardian/ward and in loco parentis. The District shall also grant unpaid family care and medical leave as required by federal and state law, which leave shall run concurrently with other leaves provided pursuant to this Agreement.

E. Additional leave(s) of absence without pay on account of illness, injury or personal reasons must be approved by the Manager and are at the discretion of the Board of Directors.

F. Any grant of sick leave must, at the General Manager's option, be supported by a written statement by either a licensed doctor of medicine, a doctor of dental surgery, or a doctor of chiropractic medicine following the use of five days of paid sick leave in a calendar year (either consecutively or nonconsecutively) which states that the employee has been under his/her care and is unable to work. Abusive or excessive absences related to illness or injury may result in termination by the Manager after approval by the Board of Directors.

G. The DISTRICT reserves the right to have a DISTRICT-selected doctor examine any employee that is returning to work following an illness or injury.

H. Any employee whose service with the DISTRICT is severed by DISTRICT action or resignation shall be compensated for fifty percent (50%) of his/her unused earned sick leave up to a maximum of one hundred ninety-two (192) hours at his/her then current rate of pay. Any employee whose service with the DISTRICT is severed by retirement or death shall be compensated for one hundred percent (100%) of his/her unused earned sick leave up to a maximum of one hundred ninety-two (192) hours at his/her then current rate of pay. In the case of termination by death, such compensation shall be paid to either the employee's beneficiary or to his/her estate entitled thereto.

ARTICLE 7

Holidays

A. The following days of the calendar year are hereby declared to be holidays:

New Year's Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

B. Cultural Diversity Day. In recognition of the fact that we live in a pluralistic society with many different traditions, celebrations and heroes, each employee may select any date as a paid holiday for celebrating his/her particular tradition, hero or celebration.

C. Each employee, after completing one full year of service to the DISTRICT, shall be granted two additional days off, one for his/her birthday and the other at a time designated by the employee upon four (4) weeks prior notice, subject to MANAGER approval; provided no other employee has been given the designated day as a holiday for any reason. If the birthday is taken on a day other than the employee's birthday, the day off shall be at the discretion of the MANAGER.

D. In order to be paid for the holidays stated in Section A above, unless an employee is out on bereavement leave, an employee must work a full day on the work days immediately preceding and following such holiday; provided, however, if such employee fails to work either or both days on account of illness or injury, he/she may nevertheless be compensated for such holiday provided that he/she furnishes the DISTRICT with a written statement by a doctor of medicine or a doctor of chiropractic medicine, stating that such employee was examined by him and in his opinion was unable to work on such day or days.

E. If a holiday designated in Section A above, coincides with an employee's regular day off, such employee shall be entitled to receive either compensation at his/her regular rate of pay or compensatory time off (subject to the limitations on compensation time accrual set forth in

Article 11 herein), at the option of the employee; provided, however, that the compensatory time off shall be scheduled by the mutual agreement of the employee and the Manager.

F. On the holidays designated in Section A above, in the judgment and discretion of the Manager of the DISTRICT, such skeleton crews as may be required to properly and adequately maintain and repair the sewerage collection facilities of the DISTRICT may be required to work.

G. Any employee required to work on a holiday listed in paragraph A above, shall be paid at a rate which is double his or her regular pay or pay for those hours worked on said days. It is understood that Saturdays, Sundays, birthdays and designated days are not holidays for purposes of this subsection G. Work performed on Saturday or Sunday following a holiday, birthday or a designated day by employees who are not regularly scheduled to work on those days shall be compensated at a rate of one and one-half (1-1/2) their regular rate of pay for those hours worked. Refuse employees shall also be required to work on the Saturday following a holiday and shall be paid at a rate of one and one-half (1-1/2) their regular rate of pay for those hours worked.

H. Only those employees on active duty status are entitled to be paid for holidays where the holiday was either preceded or followed by a day on which the employee failed to work because of either illness or disability. An employee is on active duty status if he or she is entitled to be compensated by either paid sick leave or vacation time during the time of illness or injury. Employees receiving Worker's Compensation pay but no vacation or sick leave pay are not considered to be on active duty status.

I. Holidays provided in paragraphs B and C of this Article 8 are for the benefit of the employees within a specific year and failure by an employee to designate or take the holidays as set forth therein will result in the employee's having waived the benefits to those holidays. In no event, will the holidays carry over into a subsequent year.

ARTICLE 8

Bereavement Leave

A. A full-time employee may be allowed up to three (3) days of bereavement leave with full pay when a death occurs in the employee's immediate family subject to prior approval of the Manager. Beyond the provision of three (3) days of paid bereavement leave, employees may avail themselves of an additional two (2) days of bereavement leave without pay. However, should employees prefer, they have the flexibility to allocate any of their accumulated paid time off, including but not limited to vacation days, to these additional two days of bereavement leave to make them paid.

B. Members of the immediate family means the mother, father, grandmother, grandfather or a grandchild of the employee or of the employee's spouse or domestic partner; and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, sister, step parent or step child of the employee, current brother-in-law or sister-in-law, or any relative living in the immediate household of the employee.

ARTICLE 9

Jury Duty

A. Any full-time employee that is called for jury service shall be compensated at his/her regular salary rate for all time that he/she is required to be absent due to jury duty; provided, however, that such DISTRICT payment shall be offset by any jury duty per diem fee paid to the employee. Employees are required to present proof of jury service in order to be compensated.

ARTICLE 10

Work Hours

A. Sewer Maintenance. Work hours shall be 7:00 a.m. to 3:30 p.m., Monday through Friday. A meal period of thirty (30) minutes shall be taken and two (2) fifteen (15) minute breaks will be allowed each day.

B. Mechanics. Work hours shall be 8:00 a.m. to 4:30 p.m. except for the mechanic that is designated to pre-test refuse equipment prior to the start of each scheduled workday whose hours shall be 6:00 a.m. to 2:30 p.m. A meal period of thirty (30) minutes shall be taken, and two (2) separate fifteen (15) minute breaks will be allowed each day.

C. Solid Waste. The work session of each employee in the refuse department should normally be completed in eight (8) hours or less. Work hours shall be 7:00 a.m. until the completion of each day's assigned tasks. A meal period of thirty (30) minutes and two (2) separate fifteen (15) minute breaks will be allowed each day.

D. Shift changes. The parties agree that the DISTRICT may change shift hours with respect to trash crews up to a maximum of a two hour change, following two (2) weeks notification. The change may be made for a duration of no more than two (2) months, and only for the purpose of avoiding morning darkness due to Daylight Savings Time.

E. Waiver of Meal Period. Notwithstanding any other provision in this MOU to the contrary, it is the parties' intent that, if an employee in the bargaining unit works 6 hours or less in a day, the thirty (30) minute meal period may be waived by mutual consent of both the employee and the DISTRICT.

F. Breaks. Breaks may not be consolidated with an employee's thirty (30) minute meal period and employees are encouraged to take these breaks as close to the middle of each four-hour work period as is practicable.

ARTICLE 11

Overtime and Compensatory Time

A. Employees in the bargaining unit shall be paid at one and one-half (1-1/2) times the regular rate of pay for all hours worked over forty (40) in a work week. Hours worked shall not include vacation days or days taken for compensation time.

B. The parties agree to cooperate in reducing the amount of overtime hours worked.

C. In the event that emergency sewer maintenance work is required during other than normal working hours, the DISTRICT may call out as many employees as deemed necessary to properly accomplish the emergency maintenance and the employee(s) shall be compensated for all hours worked with a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay.

D. An employee, at his or her option, may choose to take compensatory time off, in lieu of payment for the overtime work time. Notwithstanding the forgoing, an employee may only convert up to four (4) hours of overtime into six (6) hours of compensatory time (4 overtime hours * 1.5 = 6 hours of compensatory time) per pay period within one pay period and an employee shall not accrue more than sixty-four (64) hours of compensation time. For those employees in the sewer department, any earned or accrued compensation time that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. For those employees in the solid waste and fleet maintenance departments, any earned or accrued

compensation time in excess of forty (40) hours that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. Compensatory time shall be scheduled at least two *full* business days in advance by the mutual agreement of the employee and the Manager. An employee may be docked for emergency leave.

E. With respect to those solid waste employees who have completed their shifts in less than eight (8) hours, those employees will receive a full eight (8) hours pay. For those employees who work beyond their scheduled shifts, they will receive additional incentive pay equal to their hourly rate for that period of time remaining in an eight (8) hour work day, and will then receive overtime pay at the rate of one and one-half (1-1/2) times their hourly rate for any hours worked after eight (8) hours in any one day.

F. Those employees that are required to work on Saturday, who are not regularly scheduled to work on that day and do not otherwise qualify for compensation at a rate of one and one-half (1-1/2) their regular rate of pay under Section G of Article 7, may be eligible for overtime pay at the rate of one and one-half (1-1/2) times their hourly rate for any hours worked on Saturday if they worked at least 4 complete shifts in the previous 5 days (Monday through Friday).

G. The Manager may assign an employee to standby duty, for a week at a time, for emergency callout. Such employee shall carry a cell phone provided by the District and stay within a thirty (30) minute response time. The employee shall be paid ten (10) hours a week for such duty and, in addition, shall be paid for a minimum of two (2) hours for each time he/she is called out. Employees are not eligible to be assigned to standby duty on days they have taken leave (with the exception of compensatory time). Employees may elect to convert standby time into compensatory time off. Whether converted from standby time, worked vacation time, or

earned/accrued in lieu of overtime, an employee may only accrue/convert up to six (6) hours of compensatory time within one pay period and employees shall not accrue more than sixty-four (64) hours of total compensation time. For employees within the sewer department, any compensation time on the books, whether converted from standby or earned/accrued in lieu of overtime, that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. For employees within the solid waste and fleet maintenance departments, any compensation time on the books in excess of forty (40) hours, whether converted from standby or earned/accrued in lieu of overtime, that is not used by the end of a calendar year shall be paid out to the employee at the employee's then current rate of pay, which payment shall be made with the first regular payment of wages during the month of January. This compensatory time shall be scheduled at least two *full* business days in advance by the mutual agreement of the employee and the Manager.

H. Employees assigned to work in a confined space shall receive an additional three dollars (\$3.00) per hour for time actually spent in such confined space assignment.

ARTICLE 12

Uniforms

A. The DISTRICT will provide uniforms and laundry service for all full-time employees in all departments except administration at no cost to the employees. The regular issue of uniforms will be eleven (11) shirts and eleven (11) pairs of pants. The laundry services for the issued uniforms shall be provided on a schedule established by the DISTRICT and the contractor providing such service. Each employee shall be monetarily responsible for all missing uniforms or those damaged by other than normal wear.

B. When an employee terminates his/her employment with the DISTRICT for any reason, all uniforms shall be returned to the DISTRICT. Such an employee shall be charged at DISTRICT cost for any shortages or damage resulting from other than normal wear.

C. Rules relating to the wearing of uniforms are contained in Exhibit B.

ARTICLE 13

Safety

A. For safety purposes, the DISTRICT will provide all UNION employees with prescription or non-prescription safety glasses which are to be worn at all times during working hours.

B. The DISTRICT shall have complete discretion as to the choice of examining doctor and the choice of the supplier for the required glasses.

C. The DISTRICT shall provide a safety support belt and all other safety equipment required by law. Each employee shall be monetarily responsible for loss or damage by other than normal use.

D. Employees will be required to wear appropriate foot protection to include safety/steel-toed footwear. Each employee will be reimbursed up to Two Hundred and Fifty Dollars (\$250.00) per year upon presenting proof of purchase of one to two pair of OSHA approved safety/steel-toed footwear.

E. The District will reimburse employees for tetanus and hepatitis A/B inoculations to the extent that they are not otherwise available to the employee pursuant to the employee's health benefit plan provided for pursuant to Article 4 of this Agreement.

ARTICLE 14

Educational Advancement Assistance

A. The DISTRICT has a training and educational assistance program to provide encouragement for employees to train for either their existing positions or for advancement to a higher position.

B. All employees of the DISTRICT are eligible for training or educational assistance provided such employee makes proper application to and obtains the approval of the Manager and the Board of Directors, prior to enrollment; provided, however, that such approval will be predicated upon DISTRICT needs.

C. All educational courses must be taken for credit. The DISTRICT will reimburse all paid expenses for tuition, books and laboratory fees upon satisfactory presentation of a grade of "C" or better; provided, however, that no transportation or clothing expenses will be allowed. Reimbursement shall be made at the conclusion of the course or seminar. If an employee voluntarily leaves the DISTRICT less than two (2) years after the conclusion of an educational course, he/she shall reimburse the DISTRICT for the full cost of the course.

D. The District shall pay the cost of an employee's medical examination conducted to obtain, maintain, or renew their Class B license from a District-selected medical examiner. The selection of the medical examiner for this purpose shall be at the sole discretion of the District. Alternatively, an employee may choose to have the examination conducted by their own primary care physician at their own expense.

E. Additional Compensation for California Water Environment Association ("CWEA") Certifications:

1. Any employee who is not otherwise required by this MOU to have a certain CWEA certification to qualify for their position, but who holds any of the CWEA certifications,

shall be paid additional compensation as follows:

- Three percent (3%) of salary for CWEA Grade I;
- One and one-half percent (1.5%) of salary for CWEA Grade 2;
- One percent (1%) of salary for CWEA Grade 3;
- One percent (1%) of salary for CWEA Grade 4.

This includes three certifications: Collection System Maintenance, Electrical & Instrumentation Technologist, and Mechanical Technologist. The salary increase is for each certification. For example, if an employee gets their Grade 1 Certification for Collection System Maintenance, they receive a 3% educational incentive to their salary. If they additionally get their Grade 1 Electrical & Instrumentation Technologist certification, they will receive another 3% educational incentive to their salary for a total of 6% (or any other combination thereof).

2. This additional compensation is predicated on the employee maintaining their certification in good standing. If an employee loses their certification, they will lose the corresponding educational incentive.

ARTICLE 15

Employee Safety and Economy Suggestion Program

A. Employees are encouraged to submit any ideas they have relating to measures designed to enhance the safety of DISTRICT employees or as to how the DISTRICT could be more efficiently operated.

B. The Board of Directors shall review all submitted suggestions for evaluation as to the practicality of application in the operation of the DISTRICT. When the Board of Directors determines that a suggestion may result in the savings to the DISTRICT, an award shall be made based upon five percent (5%) of the savings to the DISTRICT up to a maximum of One Thousand Dollars (\$1,000); provided, however that the minimum award shall be \$25.

ARTICLE 16

Safety Awards Program

A. Effective October 1, 2015, the Board of Directors, in an effort to promote safety in the operation of DISTRICT equipment and the encouragement of safety in personal work habits, set as DISTRICT policy the following award programs:

Safe driving Awards – Solid Waste Drivers Only

5 years	Certificate and \$200.00
10 years	Certificate and \$300.00
15 years	Certificate and \$500.00
20 years	Honor plaque and \$750.00
25 years	Honor plaque and \$1,000.00

Accident and Injury Free Awards - All Operations Employees

5 years	Certificate and \$200.00
10 years	Certificate and \$300.00
15 years	Certificate and \$500.00
20 years	Honor plaque and \$750.00
25 years	Honor plaque and \$1,000.00

ARTICLE 17

Cross-Training

Any employee who is either a Sewer Maintenance Worker or Solid Waste Driver and wishes to cross-train for the purpose of enhancing skills and knowledge of a different classification shall be given an opportunity to do so upon request. When such a request is received, the District shall provide up to four (4) working days of cross-training within a reasonable time, not to interfere with ongoing District operations. The employee requesting such cross-training shall be informed of a proposed training schedule within ten (10) days of the District’s receipt of such request. When cross-training takes place as part of temporary replacement, payment for the out-of-class duties shall include the classification differential.

ARTICLE 18

Management Rights

A. Except as expressly abridged or modified herein, the DISTRICT retains all rights, powers and authority with respect to the management and direction of the performance of DISTRICT services and the work forces performing such services, provided that nothing herein shall change the DISTRICT'S obligation to meet and consult as to the effects of any such management decision upon wages, hours and terms and conditions of employment or be construed as granting the DISTRICT the right to make unilateral changes in wages, hours and terms and conditions of employment. Such rights include, but are not limited to, consideration of the merits, necessity, level or organization of DISTRICT services, including establishment of work stations, nature of work to be performed, contracting for any work or operation, reasonable employee performance standards, including reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable for the performance of DISTRICT services.

ARTICLE 19

Rules and Regulations

A. The DISTRICT shall establish rules of policy and procedure for the protection and efficiency of both the DISTRICT and the employee.

B. The General Safety and Work Rules are incorporated into this Memorandum of Understanding as set apart in Exhibit "B."

ARTICLE 20

Work Rule Violation Disciplinary Procedure

A. The following offenses are major offenses for which an employee may be immediately terminated:

1. Theft of property from DISTRICT or another employee or customer (regardless of amount).
2. Falsifying any DISTRICT records, including but not limited to, time cards.
3. Lying to a DISTRICT supervisor.
4. Threatening or intimidating other employees, supervisors, or customers.
5. Unauthorized possession of weapons, firearms or explosives on DISTRICT premises or in DISTRICT vehicles.
6. Conviction of a felony while employed by the DISTRICT.
7. Willful damage of DISTRICT equipment or property.
8. Immoral or indecent conduct committed in the course of employment which is in violation of the statutes of the State of California.
9. Fighting or attempting to provoke a fight during working hours or on DISTRICT premises.
10. Deliberate omission or falsification of significant information on any application for any position with the DISTRICT.
11. Possessing, consuming, or being under the influence of intoxicants, or chemical or controlled substances during work hours or on DISTRICT premises.
12. Multiple garnishments as permitted by state or federal law.
13. Leaving the job without authorization.
14. Use of cell phone when operating a District motor-drive vehicle.
15. Other acts of serious misconduct.

B. Violations of DISTRICT work rules and safety rules as stated in Exhibit “B” as well as the following infractions, may result in disciplinary action as enumerated in Section C below.

1. Dishonesty.
2. Insubordinate acts or statements, or failure to carry out orders.
3. Sleeping on the job.
4. Refusal to work, without a good reason, when needed due to emergency call-ins, disasters, etc.
5. Disorderly conduct on the premises.
6. Violations of safety standards that could result in harm to employees or major damage to equipment.
7. An act of harassment on the basis of membership in any protected categories, including but not limited to race, religion, color, sex, sexual orientation, gender identity of expression, military/veteran status, national origin, ancestry, age, disability, or any other category protected by law.
8. Work performance not up to established standards (e.g., inefficiency).
9. Failure to use safety devices or equipment and failure to comply with safety precautions.
10. Failure to report an on-the-job accident.
11. Distributing literature or soliciting on DISTRICT premises except during authorized breaks.
12. Continued refusal to work a reasonable amount of overtime when required.

13. Interfering with, or purposeful distraction of, another employee in the performance of his/her work.
14. Failure to notify foreman of absence on or before date of absence.
15. Posting, altering, or removing any matter on bulletin boards or DISTRICT property unless specifically authorized to do so.
16. Unexcused absence or timely notification of absence.
17. Excessive excused absences (three or more absences in any four-week period)
18. Removal of DISTRICT property from premises without authorization.
19. Unexcused tardiness.
20. Failure to wear prescribed uniforms or apparel.
21. Failure to observe parking and traffic regulations of the premises. (If failure to do so results in damage or bodily injury, it becomes a major offense.)
22. The use of profanity when dealing with the public.
23. No driver will enter the hopper while on a route or when alone.
24. Violation of any other the terms and conditions outlined in this Memorandum of Understanding pertaining to employee conduct.

C. Disciplinary procedures.

1 violation - warning letter in personnel file

2 violations in 9 months - 3 days suspension without pay

3 violations in 18 months - 5 days suspension without pay

4 violations in 24 months - termination

All time elements shall commence with the first violation and will not be computed on a calendar-year basis.

ARTICLE 21

Chargeable Traffic Accident Disciplinary Procedure

A. A chargeable traffic accident is one that is determined to be the fault of the employee by an investigating officer.

B. Disciplinary Procedure

1st chargeable accident will result in a warning letter to the employee's file.

2nd chargeable accident within a period of twelve (12) months from the date of the first chargeable accident will result in the employee being placed on probation for twelve (12) months.

3rd chargeable accident within a period of twelve (12) months from the date of the second chargeable accident shall result in the employee's termination.

C. Notwithstanding any other provision of this Memorandum of Understanding, should the DISTRICT'S liability insurance carrier determine that an employee shall be ineligible to drive a DISTRICT vehicle, that employee may be terminated.

ARTICLE 22

Grievance and Appeal Procedure

A. An employee who has a grievance shall attempt to resolve his/her problem in accordance with the following order:

First - Foreman of respective department

Second - Manager

Third - Board of Directors/Mediation/or Arbitration

B. A "grievance" is a formal written allegation that there has been a misapplication of a specific provision of this Agreement except Articles 19 and 20 which shall only be subject to the

procedure set forth in Article 23. A grievance must be filed within thirty (30) days of the occurrence of the act or omission giving rise to the grievance.

C. Within 15 days of the Manager's decision, an employee may appeal the decision to the Board of Directors or, with concurrence of the Association, to arbitration.

D. If the appeal is to the Board of Directors, the Board shall schedule a hearing for the next regular meeting of the Board that is seven (7) calendar days or more after the request is filed. The findings and disposition of any grievance brought to the Board of Directors shall be binding on all parties concerned. The requesting employee shall have the right to a public hearing and he/she shall further have the right to represent himself/herself or to be represented by the Employee UNION or to be represented by any other third party of his/her choice.

E. If the appeal is to arbitration, the employee and the DISTRICT shall select by mutual agreement, an arbitrator who shall conduct a hearing regarding the grievance and whose decisions shall be final and binding on all parties. If the employee and the DISTRICT are unable to agree on the selection of an arbitrator, one shall be selected through the procedures of the American Arbitration Association. The parties agree that arbitrations shall be governed by the California Code of Civil Procedure Section 1280, et seq. and that arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association. The cost of the arbitrator shall be borne by the parties equally.

F. Following the manager's decision and prior to a hearing before the Board or an arbitrator, either party may request that the other party engage in mediation, using Federal Mediation and Conciliation Services (FMCS), upon mutual agreement. The time for appealing to the Board or for arbitration shall be extended until completion of the mediation. All efforts to

adjust the grievance through mediation shall be confidential, and shall not be used as evidence in any subsequent hearing of the grievance in the event that mediation is not successful.

ARTICLE 23

Disciplinary Process

A. Warning letters are not subject to the administrative or appeal process set forth in subdivision B of this Article. However, the employee has the right to appeal the warning letter either orally or in writing to the General Manager within ten (10) days of the employee's receipt of the warning letter. The General Manager's decision on the warning letter shall be final.

B. In the event that the Manager contemplates a suspension or termination against a permanent employee for any reasons permitted herein, whether on his own or the affected employee's foreman, the following procedures shall be followed:

1. The Manager shall give written notice to the affected employee of his intention to impose disciplinary action, the nature of the action proposed, the materials upon which the proposed action is based, and the employee's opportunity to respond either orally or in writing to the charges against him/her.

2. In the event that the employee chooses to exercise his/her right to respond, a Skelly hearing shall be scheduled no later than five (5) working days after delivery to the employee of the written Skelly notice. After said hearing, the Manager shall make his decision as soon as possible and shall so notify the employee and his/her representative in writing of his decision and of the employee's right to appeal that decision to the Board of Directors. If the employee elects not to appeal, the Manager's decision shall be final.

3. In the event that the affected employee requests an appeal to the Board of Directors, the Board may hear the matter itself or appoint a hearing officer to hear the matter and

make a recommendation to the Board. The hearing shall be held as soon as can be reasonably scheduled by the Board or appointed hearing officer.

C. Where an employee creates an immediate or potential risk of danger or harm to DISTRICT employees, or the public, or property of the DISTRICT, employees, or the public, the employee may be immediately suspended with pay until the Manager's decision is made.

D. A written record of each disciplinary action taken against an employee shall be placed in his/her personnel file. With the exception of memorandums of disciplinary termination, a disciplinary memorandum shall be removed from an employee's file two (2) years after placement and returned to the affected employees provided that there has been no other incidents of the same or similar nature during the interim.

ARTICLE 24

Copies of Memorandum of Understanding

A. The DISTRICT agrees to provide fifteen (15) copies of the Memorandum of Understanding with all exhibits to the Association on or before two (2) months from the adoption of this Agreement by the Board of Directors.

ARTICLE 25

Class B License

A. All employees shall obtain their Class B permit with air brake endorsement by July 1, 2017 and Class B license with air brake endorsement by November 1, 2017. The District shall pay the costs associated with an employee obtaining his or her Class B license with airbrake endorsement by November 1, 2017.

ARTICLE 26

Certification Requirements for New Hires and Promotions

A. New employees hired into the following positions or existing employees who promote into the following positions must have the following certifications in order to be qualified for the hire or promotion:

1. Sewer Maintenance Worker Position: All employees hired into or existing employees promoted into the entry-level position, “Sewer Maintenance Worker”, in the Sewer Department must hold a Grade 1 CWEA Certification in Collection System Maintenance.

2. Pumpman Position: All employees hired into or promoted into the “Pumpman” position in the Sewer Department must hold a Grade 1 CWEA Certification in Collection System Maintenance and a CWEA Certification in Electrical & Instrumentation Technologist.

3. Sewer Lead Worker Position: All employees hired into or promoted into the “Sewer Lead Worker” (supervisor) position in the Sewer Department must hold a Grade 2 CWEA Certification in Collection System Maintenance.

B. Existing employees who currently hold these positions as of July 1, 2024 are grandfathered in and will not be required to have these certifications. However, those employees who are grandfathered in these positions but obtain these certifications may be eligible for additional pay as set forth in Article 14 of this MOU.

ARTICLE 27

Term of Memorandum of Understanding

A. This Memorandum of Understanding shall be in effect for a three (3) year term commencing 12:01 A.M., July 1, 2024, and ending at midnight on June 30, 2027.

B. This Agreement constitutes the entire agreement of the parties with respect to improvements or changes in the salaries and/or monetary benefits for the employees represented by the UNION for the duration of this Agreement.

C. It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties.

ARTICLE 28

Layoff And Promotions

A. It is expressly understood that the DISTRICT has the right to contract out services. In doing so, the DISTRICT will make a concerted effort to require any contracting agency to employ individuals who will be laid off as a result of the contract. In the event that the contracting out of services results in a reduction of staff, volunteers will be solicited. If there are more volunteers than available positions with a contracting company, preference will be given to senior employees with the District. In the event that there are not enough volunteers, layoffs will be based upon lowest seniority with the District.

B. Seniority, completed school or certifications, skill and ability and based on the past two (2) performance evaluations shall be the predominant factors in promotions. The DISTRICT shall recruit first within the DISTRICT and, only if no qualified applicant for the position can be found within the DISTRICT, then outside the DISTRICT.

ARTICLE 29

Severability and Savings of Intent

A. If any article, sub-article, sentence, clause, phrase or portion of this Agreement, or the application thereof to any person, is for any reason held to be invalid or unenforceable by the

decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons.

B. The DISTRICT and the UNION hereby agree that in the event any state or federal legislative, executive or administrative provision purports to nullify or otherwise adversely affect the wages, hours and other terms and conditions of employment contained in this Agreement or similarly purports to restrict the ability of the parties to negotiate a successor Agreement, the DISTRICT and the UNION shall, without prejudice to either party's judicial remedies, endeavor to agree to alternative contractual provisions which are not adversely affected by said legislative, executive or administrative provision.

ARTICLE 30

Board of Directors

It is the Agreement of the DISTRICT and the UNION that this Memorandum of Understanding represents a meeting of the minds between the undersigned; provided, however, that the Memorandum of Understanding is of no force or effect whatsoever unless adopted by resolution of the Board of Directors of the Midway City Sanitary District and the members of the Midway City Sanitary District Employees Association.

ARTICLE 31

The UNION, its members and agents, agree that during the term of this Agreement, they will not engage in, encourage, assist in, sanction or permit any strike, sit-in, slow-down, work stoppage, sympathy strike, refusal to faithfully perform assigned duties and responsibilities, withholding of services, or any other action which would in any way interrupt or interfere with any operation of the DISTRICT.

In the event any of the above actions occur, the UNION shall immediately instruct any persons engaging in such conduct that they are violating this Memorandum and shall also immediately instruct such persons to resume full and faithful performance of their job duties.

The DISTRICT may invoke all lawful remedies in the event of a violation of this Article.

The no-strike provisions of this Article shall continue for ten (10) days following the expiration of this Memorandum and any extensions thereof.

Midway City Sanitary District Negotiations
Committee

Midway City Sanitary District Employees
Association Negotiations Committee

Carla May 10/15/24
[Signature] 10/15/24
Miguel Jimenez 10-15-24
[Signature] 10-15-24
[Signature] 10-15-2024

EXHIBIT "B"

GENERAL WORK RULES

1. Work hours for all DISTRICT employees shall be as defined in Article 10 of the MEMORANDUM OF UNDERSTANDING.
2. No employee shall clock out or leave his/her assigned work place without permission from his/her supervisor or the Manager.
3. All vacations shall be coordinated with Director of Operations and the Manager.
4. All birthdays and earned days off shall be cleared through Director of Operations and the Manager.
5. Any employee who is off work for disciplinary reasons will not be allowed to work during the term of the disciplinary period.
6. No employee's payroll check will be released to another person unless the employee has informed the office in writing prior to the respective payday, except in an emergency as determined by the Manager.
7. The DISTRICT two-way radio system is granted by and governed by the FEDERAL COMMUNICATIONS COMMISSION whose regulations dictate the type and kind of transmissions that are allowed. Any employee who is caught making illegal transmission or using profane or suggestive language shall be subject to disciplinary action up to and including termination without regard to Article 20 of the MOU.
8. The DISTRICT'S insurance policy does not cover an employee's personal items carried in DISTRICT vehicles; therefore, the DISTRICT will not be responsible for the destruction or loss of an employee's personal items except for:
 - a. A meal container.

- b. A jacket, coat or rain gear during those times of the year that these items would usually be worn. The DISTRICT will replace the above reference items at a reasonable replacement cost as determined by the Board of Directors.
- 9. No employee shall work on or repair his/her vehicle or the vehicle of another on the DISTRICT premises; provided however, that minimum repairs will be allowed on a disabled private vehicle so that it may be removed from the DISTRICT yard.
- 10. The District shall provide the necessary tools for mechanics.
- 11. Except during meal periods and breaks, employees are not to engage in personal pursuits during work time.
- 12. Employees may not leave their assigned work place or the DISTRICT boundaries during their breaks without permission from their supervisor or the manager.

RULES FOR THE SOLID WASTE DEPARTMENT

1. The starting time for the Solid Waste Department is 7:00 A.M. Each solid waste employee shall clock-in no later than 7:00 A.M. provided, however, no credit will be given for time prior to 7:00 A.M. You are only allowed to clock-in for yourself - DO NOT punch another employee's time card.
2. Any employee that is going to be tardy or absent from work for any reason shall call the DISTRICT before 6:30 A.M. Failure to notify the DISTRICT by the designated time will result in disciplinary action as outlined in Article 20 of the MOU.
3. If your absence was due to injury or illness, you must have a slip from the doctor of medicine or a doctor of chiropractic which states that you have been under his/her care and that you are released to return to work.
4. Solid Waste employees shall not take a break for any reason immediately after leaving the DISTRICT yard at 7:00 A.M. Rest breaks during the workday shall be for a maximum of fifteen (15) minutes and meal periods shall be for a maximum of thirty (30) minutes.
5. The DISTRICT'S maximum speed limit on the freeway when going to and returning from landfill sites is fifty-five (55) miles per hour. Only the driver that is assigned to the truck will drive to landfill sites. Driver shall wear seat belts at all times.
6. Drivers will avoid making LEFT turns on major streets if possible.
7. Drivers shall keep the vehicle as close to the right curb as possible when collecting trash.
8. Drivers shall not use residential driveways to turn around.
9. Solid Waste trucks shall not use Cedarwood Street except while servicing that area.
10. Each driver is responsible for the housekeeping of the interior of all vehicles, including washing the vehicle and packer with proper cleaning solutions after shut down of main

engine. No item, other than clothing, or lunch/beverage container shall be stored in the cab. All personal belongings shall be removed from the truck at the end of the work day.

11. Each driver shall notify either the mechanic lead worker or a mechanic when he/she has a partial load on any truck left in the yard.
12. No person shall start a truck in the yard without first obtaining permission from the mechanic foreman or a mechanic.
13. Each driver is responsible for filling out an equipment report on each vehicle that he/she has driven each day.
14. Drivers are responsible for keeping unauthorized persons away from the truck, especially children.
15. Each driver will complete a pre-trip inspection sheet for any truck driven each day.
16. There shall be no alcohol or drugs in any DISTRICT vehicle.

YARD AREA

1. All injuries or accidents shall be reported immediately to your supervisor, the Safety Director or the District office.
2. All personnel shall comply with all warning signs posted in the yard.
3. The maximum speed limit in the yard is five (5) miles per hour. Be alert when moving any vehicle in the yard, especially when the vehicle is being backed.
4. All fire extinguisher locations are designated by clearly visible signs. All employees must know the locations of fire extinguishers in the yard and in the buildings.
5. There are two (2) first aid stations: one located in the garage and one located in the sewer maintenance building.
6. Wash rack area must be kept clean at all times. Only authorized personnel shall operate the high-pressure vehicle cleaner.
7. All personnel must avoid arc welding flash.
8. All personnel must wear safety glasses or face shields when operating power tools. Only authorized personnel are allowed in the welding shop.
9. Drinking of alcoholic beverages or the possession or use of drugs on the job will not be tolerated, and such use shall result in immediate dismissal.

SEWER DEPARTMENT RULES

1. Report All injuries or accidents shall be reported immediately to your Lead Worker, Safety Director, or the District office.
2. Seat belts must be worn when driving or riding in district vehicles.
3. All sewer maintenance personnel shall wear Hard Hats when in the field or when working on construction projects.
4. There shall be at least two (2) employees working on the line cleaning machine at all times. When working in the street, safety cones and signs shall be put out first. There shall always be a flagperson when line cleaner is being operated on the major streets, such as Beach, Brookhurst, Bolsa, etc., or as designated by foreman or Safety Director.
5. Confined space safety practices will be followed before going into wet wells or manholes. All necessary safety equipment must be used in wet wells and manholes.
6. When called out for pump station malfunction, never work on any electrical device or attempt to take a pump apart at any time without two employees present.
7. Wear a safety vest plainly visible.
8. All sewer maintenance equipment and tools shall be returned to the proper District facility location when the job is finished.
9. No Smoking around or in manholes, or line cleaner when in operation.
10. All sewer maintenance department employees will wear steel toe boots on the job at all times.
11. Drinking of alcoholic beverages or the use of drugs on the job will not be tolerated, and such use shall result in immediate dismissal.

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
 District Wide Pay Schedule
 FY 2024-2025 Represented (7.0%)

REPRESENTED EMPLOYEES
 Effective 07-01-2024

JOB TITLE								
LEAD SOLID WASTE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,771.20	2,873.60	2,978.40	3,137.60	3,301.60	3,474.40	3,656.80	3,840.80
MONTHLY	6,004.27	6,226.13	6,453.20	6,798.13	7,153.47	7,527.87	7,923.07	8,321.73
ANNUAL	72,051.20	74,713.60	77,438.40	81,577.60	85,841.60	90,334.40	95,076.80	99,860.80
BASE PAY RATE PER HOUR	\$34.64	\$35.92	\$37.23	\$39.22	\$41.27	\$43.43	\$45.71	\$48.01
with CWEA Grade 1 Cert. +3%	35.68	37.00	38.35	40.40	42.51	44.73	47.08	49.45
with CWEA Grade 2 Cert. +1.5%	36.21	37.55	38.92	41.00	43.15	45.40	47.79	50.19
with CWEA Grade 3 Cert. +1%	36.58	37.93	39.31	41.41	43.58	45.86	48.27	50.69
with CWEA Grade 4 Cert. +1%	36.94	38.31	39.70	41.83	44.01	46.32	48.75	51.20

SOLID WASTE DRIVER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,197.60	2,250.40	2,308.00	2,358.40	2,411.20	2,464.80	2,523.20	2,620.00
MONTHLY	4,761.47	4,875.87	5,000.67	5,109.87	5,224.27	5,340.40	5,466.93	5,676.67
ANNUAL	57,137.60	58,510.40	60,008.00	61,318.40	62,691.20	64,084.80	65,603.20	68,120.00
BASE PAY RATE PER HOUR	\$27.47	\$28.13	\$28.85	\$29.48	\$30.14	\$30.81	\$31.54	\$32.75
with CWEA Grade 1 Cert. +3%	28.29	28.97	29.72	30.36	31.04	31.73	32.49	33.73
with CWEA Grade 2 Cert. +1.5%	28.72	29.41	30.16	30.82	31.51	32.21	32.97	34.24
with CWEA Grade 3 Cert. +1%	29.01	29.70	30.46	31.13	31.82	32.53	33.30	34.58
with CWEA Grade 4 Cert. +1%	29.30	30.00	30.77	31.44	32.14	32.86	33.64	34.93

RELIEF DRIVER/UTILITY PERSON (with a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,197.60	2,250.40	2,308.00	2,358.40	2,411.20	2,464.80	2,523.20	2,620.00
MONTHLY	4,761.47	4,875.87	5,000.67	5,109.87	5,224.27	5,340.40	5,466.93	5,676.67
ANNUAL	57,137.60	58,510.40	60,008.00	61,318.40	62,691.20	64,084.80	65,603.20	68,120.00
BASE PAY RATE PER HOUR	\$27.47	\$28.13	\$28.85	\$29.48	\$30.14	\$30.81	\$31.54	\$32.75
with CWEA Grade 1 Cert. +3%	28.29	28.97	29.72	30.36	31.04	31.73	32.49	33.73
with CWEA Grade 2 Cert. +1.5%	28.72	29.41	30.16	30.82	31.51	32.21	32.97	34.24
with CWEA Grade 3 Cert. +1%	29.01	29.70	30.46	31.13	31.82	32.53	33.30	34.58
with CWEA Grade 4 Cert. +1%	29.30	30.00	30.77	31.44	32.14	32.86	33.64	34.93

UTILITY PERSON (without a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	1,821.60	1,891.20	1,956.80	2,029.60	2,106.40	2,181.60	2,305.60	2,359.20
MONTHLY	3,946.80	4,097.60	4,239.73	4,397.47	4,563.87	4,726.80	4,995.47	5,111.60
ANNUAL	47,361.60	49,171.20	50,876.80	52,769.60	54,766.40	56,721.60	59,945.60	61,339.20
BASE PAY RATE PER HOUR	\$22.77	\$23.64	\$24.46	\$25.37	\$26.33	\$27.27	\$28.82	\$29.49
with CWEA Grade 1 Cert. +3%	23.45	24.35	25.19	26.13	27.12	28.09	29.68	30.37
with CWEA Grade 2 Cert. +1.5%	23.80	24.71	25.57	26.52	27.53	28.51	30.13	30.83
with CWEA Grade 3 Cert. +1%	24.04	24.96	25.83	26.79	27.80	28.79	30.43	31.14
with CWEA Grade 4 Cert. +1%	24.28	25.21	26.09	27.06	28.08	29.08	30.74	31.45

LEAD SEWER MAINTENANCE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,771.20	2,873.60	2,978.40	3,137.60	3,301.60	3,474.40	3,656.80	3,840.80
MONTHLY	6,004.27	6,226.13	6,453.20	6,798.13	7,153.47	7,527.87	7,923.07	8,321.73
ANNUAL	72,051.20	74,713.60	77,438.40	81,577.60	85,841.60	90,334.40	95,076.80	99,860.80
BASE PAY RATE PER HOUR	\$34.64	\$35.92	\$37.23	\$39.22	\$41.27	\$43.43	\$45.71	\$48.01
with CWEA Grade 1 Cert. +3%	35.68	37.00	38.35	40.40	42.51	44.73	47.08	49.45
with CWEA Grade 2 Cert. +1.5%	36.21	37.55	38.92	41.00	43.15	45.40	47.79	50.19
with CWEA Grade 3 Cert. +1%	36.58	37.93	39.31	41.41	43.58	45.86	48.27	50.69
with CWEA Grade 4 Cert. +1%	36.94	38.31	39.70	41.83	44.01	46.32	48.75	51.20

PUMP STATION MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,525.60	2,625.60	2,727.20	2,830.40	2,942.40	3,036.80	3,136.00	3,235.20
MONTHLY	5,472.13	5,688.80	5,908.93	6,132.53	6,375.20	6,579.73	6,794.67	7,009.60
ANNUAL	65,665.60	68,265.60	70,907.20	73,590.40	76,502.40	78,956.80	81,536.00	84,115.20
BASE PAY RATE PER HOUR	\$31.57	\$32.82	\$34.09	\$35.38	\$36.78	\$37.96	\$39.20	\$40.44
with CWEA Grade 1 Cert. +3%	32.52	33.80	35.11	36.44	37.88	39.10	40.38	41.65
with CWEA Grade 2 Cert. +1.5%	33.00	34.31	35.64	36.99	38.45	39.69	40.98	42.28
with CWEA Grade 3 Cert. +1%	33.33	34.65	36.00	37.36	38.84	40.08	41.39	42.70
with CWEA Grade 4 Cert. +1%	33.67	35.00	36.36	37.73	39.22	40.48	41.81	43.13

SEWER MAINTENANCE WORKER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,238.40	2,340.80	2,444.80	2,544.00	2,645.60	2,750.40	2,851.20	2,951.20
MONTHLY	4,849.87	5,071.73	5,297.07	5,512.00	5,732.13	5,959.20	6,177.60	6,394.27
ANNUAL	58,198.40	60,860.80	63,564.80	66,144.00	68,785.60	71,510.40	74,131.20	76,731.20
BASE PAY RATE PER HOUR	\$27.98	\$29.26	\$30.56	\$31.80	\$33.07	\$34.38	\$35.64	\$36.89
with CWEA Grade 1 Cert. +3%	28.82	30.14	31.48	32.75	34.06	35.41	36.71	38.00
with CWEA Grade 2 Cert. +1.5%	29.25	30.59	31.95	33.25	34.57	35.94	37.26	38.57
with CWEA Grade 3 Cert. +1%	29.54	30.90	32.27	33.58	34.92	36.30	37.63	38.95
with CWEA Grade 4 Cert. +1%	29.84	31.20	32.59	33.91	35.27	36.67	38.01	39.34

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
 District Wide Pay Schedule
 FY 2024-2025 Represented (7.0%)

LEAD FLEET MAINTENANCE MECHANIC (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,771.20	2,873.60	2,978.40	3,137.60	3,301.60	3,474.40	3,656.80	3,840.80
MONTHLY	6,004.27	6,226.13	6,453.20	6,798.13	7,153.47	7,527.87	7,923.07	8,321.73
ANNUAL	72,051.20	74,713.60	77,438.40	81,577.60	85,841.60	90,334.40	95,076.80	99,860.80
BASE PAY RATE PER HOUR	\$34.64	\$35.92	\$37.23	\$39.22	\$41.27	\$43.43	\$45.71	\$48.01
with CWEA Grade 1 Cert. +3%	35.68	37.00	38.35	40.40	42.51	44.73	47.08	49.45
with CWEA Grade 2 Cert. +1.5%	36.21	37.55	38.92	41.00	43.15	45.40	47.79	50.19
with CWEA Grade 3 Cert. +1%	36.58	37.93	39.31	41.41	43.58	45.86	48.27	50.69
with CWEA Grade 4 Cert. +1%	36.94	38.31	39.70	41.83	44.01	46.32	48.75	51.20

MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,523.20	2,625.60	2,727.20	2,830.40	2,942.40	3,037.60	3,136.00	3,235.20
MONTHLY	5,466.93	5,688.80	5,908.93	6,132.53	6,375.20	6,581.47	6,794.67	7,009.60
ANNUAL	65,603.20	68,265.60	70,907.20	73,590.40	76,502.40	78,977.60	81,536.00	84,115.20
BASE PAY RATE PER HOUR	\$31.54	\$32.82	\$34.09	\$35.38	\$36.78	\$37.97	\$39.20	\$40.44
with CWEA Grade 1 Cert. +3%	32.49	33.80	35.11	36.44	37.88	39.11	40.38	41.65
with CWEA Grade 2 Cert. +1.5%	32.97	34.31	35.64	36.99	38.45	39.70	40.98	42.28
with CWEA Grade 3 Cert. +1%	33.30	34.65	36.00	37.36	38.84	40.09	41.39	42.70
with CWEA Grade 4 Cert. +1%	33.64	35.00	36.36	37.73	39.22	40.49	41.81	43.13

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
 District Wide Pay Schedule
 FY 2025-2026 Represented (3.5%)

REPRESENTED EMPLOYEES
 Effective 07-01-2025

JOB TITLE								
LEAD SOLID WASTE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,868.00	2,974.40	3,082.40	3,244.72	3,416.80	3,596.00	3,784.80	3,975.20
MONTHLY	6,214.00	6,444.53	6,678.53	7,030.23	7,403.07	7,791.33	8,200.40	8,612.93
ANNUAL	74,568.00	77,334.40	80,142.40	84,362.72	88,836.80	93,496.00	98,404.80	103,355.20
BASE PAY RATE PER HOUR	\$35.85	\$37.18	\$38.53	\$40.56	\$42.71	\$44.95	\$47.31	\$49.69
with CWEA Grade 1 Cert. +3%	36.93	38.30	39.69	41.78	43.99	46.30	48.73	51.18
with CWEA Grade 2 Cert. +1.5%	37.48	38.87	40.28	42.40	44.65	46.99	49.46	51.95
with CWEA Grade 3 Cert. +1%	37.85	39.26	40.68	42.83	45.10	47.46	49.95	52.47
with CWEA Grade 4 Cert. +1%	38.23	39.65	41.09	43.25	45.55	47.94	50.45	52.99

SOLID WASTE DRIVER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,274.40	2,328.80	2,388.80	2,440.80	2,495.20	2,551.20	2,611.20	2,712.00
MONTHLY	4,927.87	5,045.73	5,175.73	5,288.40	5,406.27	5,527.60	5,657.60	5,876.00
ANNUAL	59,134.40	60,548.80	62,108.80	63,460.80	64,875.20	66,331.20	67,891.20	70,512.00
BASE PAY RATE PER HOUR	\$28.43	\$29.11	\$29.86	\$30.51	\$31.19	\$31.89	\$32.64	\$33.90
with CWEA Grade 1 Cert. +3%	29.28	29.98	30.76	31.43	32.13	32.85	33.62	34.92
with CWEA Grade 2 Cert. +1.5%	29.72	30.43	31.22	31.90	32.61	33.34	34.12	35.44
with CWEA Grade 3 Cert. +1%	30.02	30.74	31.53	32.22	32.93	33.67	34.46	35.80
with CWEA Grade 4 Cert. +1%	30.32	31.04	31.84	32.54	33.26	34.01	34.81	36.15

RELIEF DRIVER/UTILITY PERSON (with a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,274.40	2,328.80	2,388.80	2,440.80	2,495.20	2,551.20	2,611.20	2,712.00
MONTHLY	4,927.87	5,045.73	5,175.73	5,288.40	5,406.27	5,527.60	5,657.60	5,876.00
ANNUAL	59,134.40	60,548.80	62,108.80	63,460.80	64,875.20	66,331.20	67,891.20	70,512.00
BASE PAY RATE PER HOUR	\$28.43	\$29.11	\$29.86	\$30.51	\$31.19	\$31.89	\$32.64	\$33.90
with CWEA Grade 1 Cert. +3%	29.28	29.98	30.76	31.43	32.13	32.85	33.62	34.92
with CWEA Grade 2 Cert. +1.5%	29.72	30.43	31.22	31.90	32.61	33.34	34.12	35.44
with CWEA Grade 3 Cert. +1%	30.02	30.74	31.53	32.22	32.93	33.67	34.46	35.80
with CWEA Grade 4 Cert. +1%	30.32	31.04	31.84	32.54	33.26	34.01	34.81	36.15

UTILITY PERSON (without a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	1,885.60	1,957.60	2,025.60	2,100.80	2,180.00	2,257.60	2,386.40	2,441.60
MONTHLY	4,085.47	4,241.47	4,388.80	4,551.73	4,723.33	4,891.47	5,170.53	5,290.13
ANNUAL	49,025.60	50,897.60	52,665.60	54,620.80	56,680.00	58,697.60	62,046.40	63,481.60
BASE PAY RATE PER HOUR	\$23.57	\$24.47	\$25.32	\$26.26	\$27.25	\$28.22	\$29.83	\$30.52
with CWEA Grade 1 Cert. +3%	24.28	25.20	26.08	27.05	28.07	29.07	30.72	31.44
with CWEA Grade 2 Cert. +1.5%	24.64	25.58	26.47	27.45	28.49	29.50	31.19	31.91
with CWEA Grade 3 Cert. +1%	24.89	25.84	26.74	27.73	28.77	29.80	31.50	32.23
with CWEA Grade 4 Cert. +1%	25.14	26.10	27.00	28.01	29.06	30.10	31.81	32.55

LEAD SEWER MAINTENANCE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,868.00	2,974.40	3,082.40	3,244.72	3,416.80	3,596.00	3,784.80	3,975.20
MONTHLY	6,214.00	6,444.53	6,678.53	7,030.23	7,403.07	7,791.33	8,200.40	8,612.93
ANNUAL	74,568.00	77,334.40	80,142.40	84,362.72	88,836.80	93,496.00	98,404.80	103,355.20
BASE PAY RATE PER HOUR	\$35.85	\$37.18	\$38.53	\$40.56	\$42.71	\$44.95	\$47.31	\$49.69
with CWEA Grade 1 Cert. +3%	36.93	38.30	39.69	41.78	43.99	46.30	48.73	51.18
with CWEA Grade 2 Cert. +1.5%	37.48	38.87	40.28	42.40	44.65	46.99	49.46	51.95
with CWEA Grade 3 Cert. +1%	37.85	39.26	40.68	42.83	45.10	47.46	49.95	52.47
with CWEA Grade 4 Cert. +1%	38.23	39.65	41.09	43.25	45.55	47.94	50.45	52.99

PUMP STATION MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,613.60	2,717.60	2,822.40	2,929.60	3,045.60	3,143.20	3,245.60	3,348.80
MONTHLY	5,662.80	5,888.13	6,115.20	6,347.47	6,598.80	6,810.27	7,032.13	7,255.73
ANNUAL	67,953.60	70,657.60	73,382.40	76,169.60	79,185.60	81,723.20	84,385.60	87,068.80
BASE PAY RATE PER HOUR	\$32.67	\$33.97	\$35.28	\$36.62	\$38.07	\$39.29	\$40.57	\$41.86
with CWEA Grade 1 Cert. +3%	33.65	34.99	36.34	37.72	39.21	40.47	41.79	43.12
with CWEA Grade 2 Cert. +1.5%	34.15	35.51	36.88	38.28	39.80	41.08	42.41	43.76
with CWEA Grade 3 Cert. +1%	34.50	35.87	37.25	38.67	40.20	41.49	42.84	44.20
with CWEA Grade 4 Cert. +1%	34.84	36.23	37.62	39.05	40.60	41.90	43.27	44.64

SEWER MAINTENANCE WORKER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,316.80	2,422.40	2,530.40	2,632.80	2,738.40	2,846.40	2,951.20	3,054.40
MONTHLY	5,019.73	5,248.53	5,482.53	5,704.40	5,933.20	6,167.20	6,394.27	6,617.87
ANNUAL	60,236.80	62,982.40	65,790.40	68,452.80	71,198.40	74,006.40	76,731.20	79,414.40
BASE PAY RATE PER HOUR	\$28.96	\$30.28	\$31.63	\$32.91	\$34.23	\$35.58	\$36.89	\$38.18
with CWEA Grade 1 Cert. +3%	29.83	31.19	32.58	33.90	35.26	36.65	38.00	39.33
with CWEA Grade 2 Cert. +1.5%	30.28	31.66	33.07	34.41	35.79	37.20	38.57	39.92
with CWEA Grade 3 Cert. +1%	30.58	31.97	33.40	34.75	36.14	37.57	38.95	40.31
with CWEA Grade 4 Cert. +1%	30.88	32.29	33.73	35.10	36.51	37.94	39.34	40.72

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
 District Wide Pay Schedule
 FY 2025-2026 Represented (3.5%)

LEAD FLEET MAINTENANCE MECHANIC (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,868.00	2,974.40	3,082.40	3,244.72	3,416.80	3,596.00	3,784.80	3,975.20
MONTHLY	6,214.00	6,444.53	6,678.53	7,030.23	7,403.07	7,791.33	8,200.40	8,612.93
ANNUAL	74,568.00	77,334.40	80,142.40	84,362.72	88,836.80	93,496.00	98,404.80	103,355.20
BASE PAY RATE PER HOUR	\$35.85	\$37.18	\$38.53	\$40.56	\$42.71	\$44.95	\$47.31	\$49.69
with CWEA Grade 1 Cert. +3%	36.93	38.30	39.69	41.78	43.99	46.30	48.73	51.18
with CWEA Grade 2 Cert. +1.5%	37.48	38.87	40.28	42.40	44.65	46.99	49.46	51.95
with CWEA Grade 3 Cert. +1%	37.85	39.26	40.68	42.83	45.10	47.46	49.95	52.47
with CWEA Grade 4 Cert. +1%	38.23	39.65	41.09	43.25	45.55	47.94	50.45	52.99

MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,611.20	2,717.60	2,822.40	2,929.60	3,045.60	3,144.00	3,245.60	3,348.80
MONTHLY	5,657.60	5,888.13	6,115.20	6,347.47	6,598.80	6,812.00	7,032.13	7,255.73
ANNUAL	67,891.20	70,657.60	73,382.40	76,169.60	79,185.60	81,744.00	84,385.60	87,068.80
BASE PAY RATE PER HOUR	\$32.64	\$33.97	\$35.28	\$36.62	\$38.07	\$39.30	\$40.57	\$41.86
with CWEA Grade 1 Cert. +3%	33.62	34.99	36.34	37.72	39.21	40.48	41.79	43.12
with CWEA Grade 2 Cert. +1.5%	34.12	35.51	36.88	38.28	39.80	41.09	42.41	43.76
with CWEA Grade 3 Cert. +1%	34.46	35.87	37.25	38.67	40.20	41.50	42.84	44.20
with CWEA Grade 4 Cert. +1%	34.81	36.23	37.62	39.05	40.60	41.91	43.27	44.64

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
District Wide Pay Schedule
FY 2026-2027 Represented (3.0%)

REPRESENTED EMPLOYEES
Effective 07-01-2026

JOB TITLE								
LEAD SOLID WASTE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,954.40	3,064.00	3,175.20	3,342.40	3,519.20	3,704.00	3,898.40	4,094.40
MONTHLY	6,401.20	6,638.67	6,879.60	7,241.87	7,624.93	8,025.33	8,446.53	8,871.20
ANNUAL	76,814.40	79,664.00	82,555.20	86,902.40	91,499.20	96,304.00	101,358.40	106,454.40
BASE PAY RATE PER HOUR	\$36.93	\$38.30	\$39.69	\$41.78	\$43.99	\$46.30	\$48.73	\$51.18
with CWEA Grade 1 Cert. +3%	38.04	39.45	40.88	43.03	45.31	47.69	50.19	52.72
with CWEA Grade 2 Cert. +1.5%	38.61	40.04	41.49	43.68	45.99	48.40	50.94	53.51
with CWEA Grade 3 Cert. +1%	38.99	40.44	41.91	44.12	46.45	48.89	51.45	54.04
with CWEA Grade 4 Cert. +1%	39.38	40.85	42.33	44.56	46.91	49.38	51.97	54.58

SOLID WASTE DRIVER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,342.40	2,398.40	2,460.80	2,514.40	2,570.40	2,628.00	2,689.60	2,793.60
MONTHLY	5,075.20	5,196.53	5,331.73	5,447.87	5,569.20	5,694.00	5,827.47	6,052.80
ANNUAL	60,902.40	62,358.40	63,980.80	65,374.40	66,830.40	68,328.00	69,929.60	72,633.60
BASE PAY RATE PER HOUR	\$29.28	\$29.98	\$30.76	\$31.43	\$32.13	\$32.85	\$33.62	\$34.92
with CWEA Grade 1 Cert. +3%	30.16	30.88	31.68	32.37	33.09	33.84	34.63	35.97
with CWEA Grade 2 Cert. +1.5%	30.61	31.34	32.16	32.86	33.59	34.34	35.15	36.51
with CWEA Grade 3 Cert. +1%	30.92	31.66	32.48	33.19	33.93	34.69	35.50	36.87
with CWEA Grade 4 Cert. +1%	31.23	31.97	32.80	33.52	34.27	35.03	35.85	37.24

RELIEF DRIVER/UTILITY PERSON (with a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,342.40	2,398.40	2,460.80	2,514.40	2,570.40	2,628.00	2,689.60	2,793.60
MONTHLY	5,075.20	5,196.53	5,331.73	5,447.87	5,569.20	5,694.00	5,827.47	6,052.80
ANNUAL	60,902.40	62,358.40	63,980.80	65,374.40	66,830.40	68,328.00	69,929.60	72,633.60
BASE PAY RATE PER HOUR	\$29.28	\$29.98	\$30.76	\$31.43	\$32.13	\$32.85	\$33.62	\$34.92
with CWEA Grade 1 Cert. +3%	30.16	30.88	31.68	32.37	33.09	33.84	34.63	35.97
with CWEA Grade 2 Cert. +1.5%	30.61	31.34	32.16	32.86	33.59	34.34	35.15	36.51
with CWEA Grade 3 Cert. +1%	30.92	31.66	32.48	33.19	33.93	34.69	35.50	36.87
with CWEA Grade 4 Cert. +1%	31.23	31.97	32.80	33.52	34.27	35.03	35.85	37.24

UTILITY PERSON (without a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	1,942.40	2,016.00	2,086.40	2,164.00	2,248.00	2,325.60	2,457.60	2,515.20
MONTHLY	4,208.53	4,368.00	4,520.53	4,688.67	4,870.67	5,038.80	5,324.80	5,449.60
ANNUAL	50,502.40	52,416.00	54,246.40	56,264.00	58,448.00	60,465.60	63,897.60	65,395.20
BASE PAY RATE PER HOUR	\$24.28	\$25.20	\$26.08	\$27.05	\$28.10	\$29.07	\$30.72	\$31.44
with CWEA Grade 1 Cert. +3%	25.01	25.96	26.86	27.86	28.94	29.94	31.64	32.38
with CWEA Grade 2 Cert. +1.5%	25.38	26.35	27.27	28.28	29.38	30.39	32.12	32.87
with CWEA Grade 3 Cert. +1%	25.64	26.61	27.54	28.56	29.67	30.70	32.44	33.20
with CWEA Grade 4 Cert. +1%	25.89	26.87	27.81	28.85	29.97	31.00	32.76	33.53

LEAD SEWER MAINTENANCE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,954.40	3,064.00	3,175.20	3,342.40	3,519.20	3,704.00	3,898.40	4,094.40
MONTHLY	6,401.20	6,638.67	6,879.60	7,241.87	7,624.93	8,025.33	8,446.53	8,871.20
ANNUAL	76,814.40	79,664.00	82,555.20	86,902.40	91,499.20	96,304.00	101,358.40	106,454.40
BASE PAY RATE PER HOUR	\$36.93	\$38.30	\$39.69	\$41.78	\$43.99	\$46.30	\$48.73	\$51.18
with CWEA Grade 1 Cert. +3%	38.04	39.45	40.88	43.03	45.31	47.69	50.19	52.72
with CWEA Grade 2 Cert. +1.5%	38.61	40.04	41.49	43.68	45.99	48.40	50.94	53.51
with CWEA Grade 3 Cert. +1%	38.99	40.44	41.91	44.12	46.45	48.89	51.45	54.04
with CWEA Grade 4 Cert. +1%	39.38	40.85	42.33	44.56	46.91	49.38	51.97	54.58

PUMP STATION MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,692.00	2,799.20	2,907.20	3,017.60	3,136.80	3,237.60	3,343.20	3,451.20
MONTHLY	5,832.67	6,064.93	6,298.93	6,538.13	6,796.40	7,014.80	7,243.60	7,477.60
ANNUAL	69,992.00	72,779.20	75,587.20	78,457.60	81,556.80	84,177.60	86,923.20	89,731.20
BASE PAY RATE PER HOUR	\$33.65	\$34.99	\$36.34	\$37.72	\$39.21	\$40.47	\$41.79	\$43.14
with CWEA Grade 1 Cert. +3%	34.66	36.04	37.43	38.85	40.39	41.68	43.04	44.43
with CWEA Grade 2 Cert. +1.5%	35.18	36.58	37.99	39.43	40.99	42.31	43.69	45.10
with CWEA Grade 3 Cert. +1%	35.53	36.95	38.37	39.83	41.40	42.73	44.13	45.55
with CWEA Grade 4 Cert. +1%	35.89	37.32	38.76	40.23	41.82	43.16	44.57	46.01

SEWER MAINTENANCE WORKER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,386.40	2,495.20	2,606.40	2,712.00	2,820.80	2,932.00	3,040.00	3,146.40
MONTHLY	5,170.53	5,406.27	5,647.20	5,876.00	6,111.73	6,352.67	6,586.67	6,817.20
ANNUAL	62,046.40	64,875.20	67,766.40	70,512.00	73,340.80	76,232.00	79,040.00	81,806.40
BASE PAY RATE PER HOUR	\$29.83	\$31.19	\$32.58	\$33.90	\$35.26	\$36.65	\$38.00	\$39.33
with CWEA Grade 1 Cert. +3%	30.72	32.13	33.56	34.92	36.32	37.75	39.14	40.51
with CWEA Grade 2 Cert. +1.5%	31.19	32.61	34.06	35.44	36.86	38.32	39.73	41.12
with CWEA Grade 3 Cert. +1%	31.50	32.93	34.40	35.80	37.23	38.70	40.12	41.53
with CWEA Grade 4 Cert. +1%	31.81	33.26	34.75	36.15	37.60	39.09	40.53	41.94

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
District Wide Pay Schedule
FY 2026-2027 Represented (3.0%)

LEAD FLEET MAINTENANCE MECHANIC (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,954.40	3,064.00	3,175.20	3,342.40	3,519.20	3,704.00	3,898.40	4,094.40
MONTHLY	6,401.20	6,638.67	6,879.60	7,241.87	7,624.93	8,025.33	8,446.53	8,871.20
ANNUAL	76,814.40	79,664.00	82,555.20	86,902.40	91,499.20	96,304.00	101,358.40	106,454.40
BASE PAY RATE PER HOUR	\$36.93	\$38.30	\$39.69	\$41.78	\$43.99	\$46.30	\$48.73	\$51.18
with CWEA Grade 1 Cert. +3%	38.04	39.45	40.88	43.03	45.31	47.69	50.19	52.72
with CWEA Grade 2 Cert. +1.5%	38.61	40.04	41.49	43.68	45.99	48.40	50.94	53.51
with CWEA Grade 3 Cert. +1%	38.99	40.44	41.91	44.12	46.45	48.89	51.45	54.04
with CWEA Grade 4 Cert. +1%	39.38	40.85	42.33	44.56	46.91	49.38	51.97	54.58

MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,689.60	2,799.20	2,907.20	3,017.60	3,136.80	3,238.40	3,343.20	3,449.60
MONTHLY	5,827.47	6,064.93	6,298.93	6,538.13	6,796.40	7,016.53	7,243.60	7,474.13
ANNUAL	69,929.60	72,779.20	75,587.20	78,457.60	81,556.80	84,198.40	86,923.20	89,689.60
BASE PAY RATE PER HOUR	\$33.62	\$34.99	\$36.34	\$37.72	\$39.21	\$40.48	\$41.79	\$43.12
with CWEA Grade 1 Cert. +3%	34.63	36.04	37.43	38.85	40.39	41.69	43.04	44.41
with CWEA Grade 2 Cert. +1.5%	35.15	36.58	37.99	39.43	40.99	42.32	43.69	45.08
with CWEA Grade 3 Cert. +1%	35.50	36.95	38.37	39.83	41.40	42.74	44.13	45.53
with CWEA Grade 4 Cert. +1%	35.85	37.32	38.76	40.23	41.82	43.17	44.57	45.99

AGENDA ITEM 9B

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: A RESOLUTION NO. 2024-21 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (PERS ALL EMPLOYEES)

BACKGROUND

The Midway City Sanitary District (the "District") participates in the Public Employees' Medical and Hospital Care Act ("PEMHCA"), which allows the District to provide health insurance benefits to its employees and retirees through the California Public Employees' Retirement System ("CalPERS"). Per Government Code Section 22892, the District is required to establish and maintain a monthly contribution toward health plan premiums for all enrolled employees and annuitants.

As part of the new three-year Memorandum of Understanding ("MOU") between the District and the American Federation of State, County, and Municipal Employees, AFL-CIO Local 1734-01 (the "Union"), both parties agreed to increase the District's monthly contribution towards CalPERS Medical Plan premiums, including dependent coverage under the District's dental insurance plan (the "Monthly Cap"). Effective January 1, 2025, the Monthly Cap will increase by \$100, raising it to \$2,175.00 per month.

To implement this adjustment, the District is required to submit an approved resolution to CalPERS. The attached resolution reflects the updated contribution rate, setting the Monthly Cap at \$2,175.00 per month for the calendar year 2025.

DISCUSSION

The proposed resolution is a result of the agreement reached during negotiations with the Union to adjust the Monthly Cap for 2025. It aligns with the terms of the MOU and ensures compliance with CalPERS requirements by submitting the necessary documentation to maintain the District's standing. The resolution establishes uniform health insurance contribution levels for both employees and annuitants, as mandated by CalPERS.

FISCAL IMPACT

The fiscal impact of increasing the Monthly Cap will depend on each employee's selected health plan. With a \$100 increase in the monthly contribution, the maximum potential annual cost to the District is estimated at \$61,200. This estimate is based on fifty-one employees and annuitants benefiting from the increased cap, calculated as \$100 per month multiplied by 12 months.

However, it is anticipated that only about half of the active employees will immediately benefit from the increase, as eligibility depends on their specific CalPERS Medical Plan selection. As a result, the District expects an estimated increase in costs of approximately \$20,000 for 2025. Over time, as health insurance premiums continue to rise, a larger number of employees may benefit from the higher Monthly Cap.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve Resolution No. 2024-21, establishing the District's contribution rate for health insurance at \$2,175.00 per month for both employees and annuitants under PEMHCA.

ATTACHMENTS

1. A RESOLUTION NO. 2024-21 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (PERS ALL EMPLOYEES)

Health Resolution Template Packet

Contract vs. Resolution

The CalPERS Health Program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR), of the California Public Employees Retirement Law (PERL). PEMHCA contains all the rules and regulations that a contracting agency must adhere to. We define PEMHCA as the actual *health contract*, and the *resolution* as the method by which an agency elects to become subject to PEMHCA.

Resolution Type (Enclosed)

Change Resolution	Purpose
Format: <input checked="" type="checkbox"/> All, Equal <input type="checkbox"/> All, Unequal <input type="checkbox"/> By Group, Equal <input type="checkbox"/> By Group, Unequal	An agency must file a <i>change resolution</i> to change the monthly employer health contribution. Contracting agencies may change their employer contribution anytime in the contracting year. A change resolution becomes effective on the first day of the second month in which the resolution is filed and received by CalPERS. It is the agency’s responsibility to notify its active and retired employees of the change.

Instructions

- The enclosed resolution should be completed by filling in the editable fields with the information requested in the field tab. Contracting agencies may not add, edit, or remove language in the enclosed resolution, other than the editable fields. CalPERS may reject resolutions that are submitted with additional changes.
- The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the governing body (i.e. Board of Directors, Board of Trustees, etc.), and the location and the date of signing.
- **This resolution serves as a legally binding document, and we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency’s raised seal.** Please complete and include the enclosed cover sheet when mailing the resolution.

Questions or Additional Information

The Health Resolutions & Compliance Unit is responsible for authoring and maintaining this document. The unit can be contacted directly at HealthContracts@calpers.ca.gov.



**Please staple on top of your health resolution(s) or cover letter.
This will ensure that the CalPERS mailroom expedites delivery to our office.
Mail packet to either:**

Overnight Mail Service

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

HEALTH RESOLUTION

CalPERS ID #	6882866561
Agency Name	Midway City Sanitary District
Desired Effective Date	January 1, 2025

RESOLUTION NO. 2024-21
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
(000 PERS ALL EMPLOYEES)

WHEREAS, (1) Midway City Sanitary District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of \$2,175.00 per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) Midway City Sanitary District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of Midway City Sanitary District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Midway City Sanitary District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, General Manager to file with the Board a verified copy of this resolution, and to perform on behalf of Midway City Sanitary District all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2025.

Adopted at a Regular meeting of the Board of Directors at Midway City Sanitary District of Orange County, California, this 5th day of November, 2024.

Signed: _____
(President, Chairman, etc.)

Attest: _____
(Secretary or appropriate officer)

AGENDA ITEM 9C

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: A RESOLUTION NO. 2024-22 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (NON-PERS BOARD OF DIRECTORS)

BACKGROUND

Midway City Sanitary District (the "District") provides health insurance benefits for Board Members, employees, and annuitants through the Public Employees' Medical and Hospital Care Act ("PEMHCA"), administered by the California Public Employees' Retirement System ("CalPERS"). To ensure uniformity in employer contributions towards health insurance, MCSD has consistently maintained equivalent contribution levels across all eligible groups.

Following recent negotiations, the District and the American Federation of State, County and Municipal Employees, AFL-CIO Local 1734-01 (the Union), reached an agreement to increase the District's monthly contribution towards CalPERS medical premiums, including dependent coverage under the dental insurance plan ("Monthly Cap"). The Monthly Cap for represented employees was increased to \$2,175.00 per month for the 2025 calendar year, reflecting a \$100 increase. This adjustment was extended to all employees and annuitants.

DISCUSSION

In line with the District's practice of providing uniform health insurance benefits across Board Members, employees, and annuitants, staff recommends applying the same \$100 increase in the Monthly Cap to the Board of Directors. The proposed Resolution No. 2024-22 will establish the employer contribution rate for Board Members at \$2,175.00 per month for the 2025 calendar year, consistent with the recently approved contribution levels for other eligible groups.

This recommendation is supported by Government Code Section 53208.5, which allows local legislative bodies to receive health and welfare benefits on the same terms as non-sworn employees. By adopting this resolution, the District continues to ensure that all eligible participants receive equitable health insurance benefits.

FISCAL IMPACT

Approval of the resolution will increase the Monthly Cap for Board Members to \$2,175.00 per month, reflecting a \$100 increase. The estimated annual fiscal impact is approximately \$6,000.00, based on \$100.00 per month for five Directors. However, only two Directors are expected to

benefit immediately from the increased cap, depending on individual health plan selections. As health insurance costs rise, additional Directors may benefit from the higher cap over time.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors adopt Resolution No. 2024-22, which sets the employer contribution rate for health insurance for Board Members at \$2,175.00 per month for the 2025 calendar year. This action maintains uniformity in the District's health insurance contributions and is consistent with the District's established practices.

ATTACHMENTS

1. A RESOLUTION NO. 2024-22 FIXING THE EMPLOYER CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS (NON-PERS BOARD OF DIRECTORS)

RESOLUTION NO. 2024-22
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS
(700 NON-PERS BOARD OF DIRECTORS)

WHEREAS, (1) Midway City Sanitary District is a contracting agency under Government Code Section 22920 and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of \$2,175.00 per month, plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) Midway City Sanitary District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

RESOLVED, (c) That the participation of the employees and annuitants of Midway City Sanitary District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Midway City Sanitary District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, General Manager to file with the Board a verified copy of this resolution, and to perform on behalf of Midway City Sanitary District all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on January 1, 2025.

Adopted at a Regular meeting of the Board of Directors at Midway City Sanitary District of Orange County, California, this 5th day of November, 2024.

Signed: _____
(President, Chairman, etc.)

Attest: _____
(Secretary or appropriate officer)

AGENDA ITEM 9D

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: A RESOLUTION NO. 2024-23 ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893 OF THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

BACKGROUND

It is proposed that the Midway City Sanitary District Board of Directors adopt a resolution to implement health vesting under California Government Code Section 22893. This initiative aligns with the three-year Memorandum of Understanding (MOU) established between the District and the American Federation of State, County and Municipal Employees, AFL-CIO Local 1734-01 (Union). The vesting provisions will only apply to employees hired on or after the effective date of the resolution.

DISCUSSION

California Government Code Section 22893 allows public agencies to offer post-retirement health benefits based on a vesting schedule designed to reward long-term service. Under this provision, employees must complete a minimum of 10 years of CalPERS-related service credit to qualify for 50% of the employer contribution towards their post-retirement health benefits. Importantly, at least 5 of those 10 years must be served at the Midway City Sanitary District. For each additional year of service beyond the initial 10 years, the employer contribution percentage increases by 5%, ultimately reaching a maximum of 100% for employees who have completed 20 or more years of service. This structure encourages employees to remain with the District and ensures that those who invest more time are rewarded with greater benefits upon retirement. Additionally, this vesting provision applies only to employees who retire from service and were first employed after the resolution takes effect. The adoption process requires a majority vote from the Board.

FISCAL IMPACT

The implementation of the vesting provision is likely to have a positive long-term fiscal impact on the District. Currently, retiree health benefits do not include a vesting requirement. By introducing a vesting schedule, the District can limit its financial liability to those employees who meet the specified service requirements, thereby reducing long-term costs for post-retirement health benefits. Over time, expenditures are expected to decrease, as not all future retirees will qualify for the full employer contribution. Additionally, improved employee retention could result in lower turnover costs, contributing to workforce stability and further financial savings.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors adopt the resolution to implement vesting under Government Code Section 22893 for employees hired on or after the resolution’s effective date. This action will align with the terms of the MOU and support the District's long-term financial health while rewarding dedicated service.

ATTACHMENTS

1. RESOLUTION NO. 2024-23 ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893 OF THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

Health Resolution Template Packet

Contract vs. Resolution

The CalPERS Health Program is governed by the Public Employees Medical and Hospital Care Act (PEMHCA), and the California Code of Regulations (CCR), of the California Public Employees Retirement Law (PERL). PEMHCA contains all the rules and regulations that a contracting agency must adhere to. We define PEMHCA as the actual *health contract*, and the *resolution* as the method by which an agency elects to become subject to PEMHCA.

Resolution Type (Enclosed)

PA Vesting 22893 Resolution	Purpose
Format: <input checked="" type="checkbox"/> All, New <input type="checkbox"/> All, Change <input type="checkbox"/> All, Rescind <input type="checkbox"/> By Group, New <input type="checkbox"/> By Group, Change <input type="checkbox"/> By Group, Rescind	Pursuant to PEMHCA Government Code 22893, a public agency must file a <i>vesting resolution</i> to: <ol style="list-style-type: none"> 1) Establish that certain employees are subject to a postretirement health benefit vesting requirement under Government Code 22893; and 2) Designate the postretirement monthly employer health contribution that an annuitant who is subject to vesting would receive based on years of credited service.

Instructions

- The enclosed resolution should be completed by filling in the editable fields with the information requested in the field tab. Contracting agencies may not add, edit, or remove language in the enclosed resolution, other than the editable fields. CalPERS may reject resolutions that are submitted with additional changes.
- The certification shown following the resolution is to be completed by those individuals authorized to sign for the contracting agency in legal actions and is to include the name of the governing body (i.e. Board of Directors, Board of Trustees, etc.), and the location and the date of signing.
- **This resolution serves as a legally binding document, and we require the original resolution, certified copy with original signatures, or a copy of the resolution with the agency’s raised seal.** Please complete and include the enclosed cover sheet when mailing the resolution.

Questions or Additional Information

The Health Resolutions & Compliance Unit is responsible for authoring and maintaining this document. The unit can be contacted directly at HealthContracts@calpers.ca.gov.



**Please staple on top of your health resolution(s) or cover letter.
This will ensure that the CalPERS mailroom expedites delivery to our office.
Mail packet to either:**

Overnight Mail Service

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
400 Q Street
Sacramento, CA 95811

Regular Mail

California Public Employees' Retirement System
Health Resolutions & Compliance Services, HAMD
PO BOX 942714
Sacramento, CA 94229-2714

HEALTH RESOLUTION

CalPERS ID #	6882866561
Agency Name	Midway City Sanitary District
Desired Effective Date	January 1, 2025

RESOLUTION NO. 2024-23
ELECTING TO ADOPT PUBLIC AGENCY VESTING UNDER SECTION 22893
OF THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT

WHEREAS, (1) Midway City Sanitary District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22893 provides that a contracting agency subject to the Act may file a resolution with the Board of the California Public Employees' Retirement System to provide a postretirement health benefit vesting requirement to employees who retire for service in accordance with Government Code Section 22893; and

WHEREAS, (3) Midway City Sanitary District certifies, some or all employees are represented by a bargaining unit and there is an applicable memorandum of understanding; and

WHEREAS, (4) The credited service of an employee for purposes of determining the percentage of employer contribution applicable under Government Code Section 22893 shall mean service as defined in Government Code Section 20069, except that not less than five years of that service shall be performed entirely with the Midway City Sanitary District; and

WHEREAS, (5) The employer contribution for active employees cannot be less than what is defined in Government Code Section 22892(b); now, therefore be it

RESOLVED, (a) That employees first hired on or after the effective date of this resolution shall be subject to the requirements defined in Government Section 22893, except that the employer may, once each year without discrimination, allow all employees who were first employed before Government Code Section 22893 became applicable to the employer to individually elect to be subject to the provisions of Government Code Section 22893, and the employer shall notify the Board which employees have made that election; and be it further

RESOLVED, (b) That the employer contribution for each annuitant subject to vesting shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the amounts prescribed by Government Code Section 22893(a)(1), plus administrative fees and Contingency Reserve assessments; and be it further

RESOLVED, (c) That the percentage of employer contribution payable for post-retirement health benefits for each annuitant shall be based on the employee's completed years of credited service based upon the table in Government Code Section 22893; and be it further

- RESOLVED, (d) Midway City Sanitary District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further
- RESOLVED, (e) That the participation of the employees and annuitants of Midway City Sanitary District shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Midway City Sanitary District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, the California Public Employees’ Retirement System may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further
- RESOLVED, (f) That the executive body appoint and direct, and it does hereby appoint and direct, General Manager to file with the Board a verified copy of this resolution, and to perform on behalf of Midway City Sanitary District all functions required of it under the Act; and be it further
- RESOLVED, (g) That coverage under the Act be effective on **January 1, 2025**.

Adopted at a Regular meeting of the Board of Directors at Midway City Sanitary District of Orange County, California, this 5th day of November, 2024.

Signed: _____
(President, Chairman, etc.)

Attest: _____
(Secretary or appropriate officer)

AGENDA ITEM 9E

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: A RESOLUTION NO. 2024-24 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, ADOPTING THE 2024-2025 SALARY SCHEDULE FOR REPRESENTED EMPLOYEES

BACKGROUND

Accurate payroll reporting is crucial for providing accurate member retirement benefits. The purpose of this resolution is to adopt a District wide salary schedule pursuant to Public Employees' Retirement Law (PERL).

Only those pay amounts that meet the definition of compensation earnable are used when calculating retirement benefits. Compensation earnable is clarified by California Code of Regulations Section 570.5.

Pursuant to the regulations the Midway City Sanitary District is required to adopt a pay schedule that meets all of the following requirements:

1. identifies the position title for every employee position;
2. shows the pay rate for each identified position, which may be stated as a single amount or multiple amounts within a range;
3. indicates the time base of the range such as hourly, monthly, or annually;
4. is posted at the office or immediately accessible and available for public review during normal business hours or posted on the District's website;
5. indicates an effective date and date of any revisions;
6. is retained by the District and available for public inspection for not less than five years;
7. does not reference another document in lieu of disclosing the pay rate.

DISCUSSION

Adoption of this resolution meets the requirements as defined by PERL and ensures that the District follows retirement law requirements and regulations. Failure to adopt this resolution would result in being out of compliance with PERL's requirements and regulations and thereby making the compensation non-compliant for employee retirement benefits, potentially adversely affecting employees' pension benefits. Additionally, the transparency of salary and wages is a hallmark of Midway City Sanitary District's commitment to the community and people it serves.

FISCAL IMPACT

The salary schedule is reflective of the District's current structure. This salary schedule includes a 7.0% Cost of Living Allowance (COLA) as approved during the MOU process. The potential fiscal impact is \$141,400 in salary and wages for the fiscal year 2024-2025.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve Resolution No. 2024-24 to adopt the salary schedule for represented employees.

ATTACHMENTS

1. Resolution No. 2024-24 Adopting the 2024-2025 Salary Schedule for Represented Employees

RESOLUTION NO. 2024-24

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MIDWAY CITY SANITARY DISTRICT OF
ORANGE COUNTY, CALIFORNIA, ADOPTING THE
2024-2025 SALARY SCHEDULE FOR REPRESENTED
EMPLOYEES**

WHEREAS, California Code Regulations, Title 2, Section 570.5 was adopted by CalPERS to provide specific requirements on how public agencies should document pay rates;

WHEREAS, to comply with Section 570. 5, the District's salary schedule listing all titles for every employee position, pay rates for each position, and the time base for each pay rate must be adopted by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with California Code Regulations, Title 2, Section 570.5, the Board of Directors of the Midway City Sanitary District hereby adopts the Salary Schedule, Effective July 1, 2024 – June 30, 2025, which is attached hereto as Exhibit A.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of Midway City Sanitary District of Orange County, California, held this 5th day of November, 2024.

Mark Nguyen, President

ATTEST:

Andrew Nguyen, Secretary

CERTIFICATION

I, Andrew Nguyen, Secretary of the MIDWAY CITY SANITARY DISTRICT of Orange County, California, do hereby certify that the foregoing Resolution No. 2024-24 was duly adopted at a meeting of the Governing Board of said District held on the 5th day of November, 2024 by the following vote of the members of the Board:

AYES:

NOES:

ABSENT:

and I further certify that Mark Nguyen, as President, and Andrew Nguyen, as Secretary, signed and approved said Resolution No. 2024-24 on the 5th day of November, 2024.

Andrew Nguyen, Secretary

(District Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, Andrew 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 2024-24 passed and adopted by the Board of Directors of said District at a meeting thereof held on the 5th day of November, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal of said District this 5th day of November, 2024.

Andrew Nguyen, Secretary

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
 District Wide Pay Schedule
 FY 2024-2025 Represented (7.0%)

REPRESENTED EMPLOYEES
 Effective 07-01-2024

JOB TITLE								
LEAD SOLID WASTE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,771.20	2,873.60	2,978.40	3,137.60	3,301.60	3,474.40	3,656.80	3,840.80
MONTHLY	6,004.27	6,226.13	6,453.20	6,798.13	7,153.47	7,527.87	7,923.07	8,321.73
ANNUAL	72,051.20	74,713.60	77,438.40	81,577.60	85,841.60	90,334.40	95,076.80	99,860.80
BASE PAY RATE PER HOUR	\$34.64	\$35.92	\$37.23	\$39.22	\$41.27	\$43.43	\$45.71	\$48.01
with CWEA Grade 1 Cert. +3%	35.68	37.00	38.35	40.40	42.51	44.73	47.08	49.45
with CWEA Grade 2 Cert. +1.5%	36.21	37.55	38.92	41.00	43.15	45.40	47.79	50.19
with CWEA Grade 3 Cert. +1%	36.58	37.93	39.31	41.41	43.58	45.86	48.27	50.69
with CWEA Grade 4 Cert. +1%	36.94	38.31	39.70	41.83	44.01	46.32	48.75	51.20

SOLID WASTE DRIVER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,197.60	2,250.40	2,308.00	2,358.40	2,411.20	2,464.80	2,523.20	2,620.00
MONTHLY	4,761.47	4,875.87	5,000.67	5,109.87	5,224.27	5,340.40	5,466.93	5,676.67
ANNUAL	57,137.60	58,510.40	60,008.00	61,318.40	62,691.20	64,084.80	65,603.20	68,120.00
BASE PAY RATE PER HOUR	\$27.47	\$28.13	\$28.85	\$29.48	\$30.14	\$30.81	\$31.54	\$32.75
with CWEA Grade 1 Cert. +3%	28.29	28.97	29.72	30.36	31.04	31.73	32.49	33.73
with CWEA Grade 2 Cert. +1.5%	28.72	29.41	30.16	30.82	31.51	32.21	32.97	34.24
with CWEA Grade 3 Cert. +1%	29.01	29.70	30.46	31.13	31.82	32.53	33.30	34.58
with CWEA Grade 4 Cert. +1%	29.30	30.00	30.77	31.44	32.14	32.86	33.64	34.93

RELIEF DRIVER/UTILITY PERSON (with a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,197.60	2,250.40	2,308.00	2,358.40	2,411.20	2,464.80	2,523.20	2,620.00
MONTHLY	4,761.47	4,875.87	5,000.67	5,109.87	5,224.27	5,340.40	5,466.93	5,676.67
ANNUAL	57,137.60	58,510.40	60,008.00	61,318.40	62,691.20	64,084.80	65,603.20	68,120.00
BASE PAY RATE PER HOUR	\$27.47	\$28.13	\$28.85	\$29.48	\$30.14	\$30.81	\$31.54	\$32.75
with CWEA Grade 1 Cert. +3%	28.29	28.97	29.72	30.36	31.04	31.73	32.49	33.73
with CWEA Grade 2 Cert. +1.5%	28.72	29.41	30.16	30.82	31.51	32.21	32.97	34.24
with CWEA Grade 3 Cert. +1%	29.01	29.70	30.46	31.13	31.82	32.53	33.30	34.58
with CWEA Grade 4 Cert. +1%	29.30	30.00	30.77	31.44	32.14	32.86	33.64	34.93

UTILITY PERSON (without a class B License)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	1,821.60	1,891.20	1,956.80	2,029.60	2,106.40	2,181.60	2,305.60	2,359.20
MONTHLY	3,946.80	4,097.60	4,239.73	4,397.47	4,563.87	4,726.80	4,995.47	5,111.60
ANNUAL	47,361.60	49,171.20	50,876.80	52,769.60	54,766.40	56,721.60	59,945.60	61,339.20
BASE PAY RATE PER HOUR	\$22.77	\$23.64	\$24.46	\$25.37	\$26.33	\$27.27	\$28.82	\$29.49
with CWEA Grade 1 Cert. +3%	23.45	24.35	25.19	26.13	27.12	28.09	29.68	30.37
with CWEA Grade 2 Cert. +1.5%	23.80	24.71	25.57	26.52	27.53	28.51	30.13	30.83
with CWEA Grade 3 Cert. +1%	24.04	24.96	25.83	26.79	27.80	28.79	30.43	31.14
with CWEA Grade 4 Cert. +1%	24.28	25.21	26.09	27.06	28.08	29.08	30.74	31.45

LEAD SEWER MAINTENANCE WORKER (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,771.20	2,873.60	2,978.40	3,137.60	3,301.60	3,474.40	3,656.80	3,840.80
MONTHLY	6,004.27	6,226.13	6,453.20	6,798.13	7,153.47	7,527.87	7,923.07	8,321.73
ANNUAL	72,051.20	74,713.60	77,438.40	81,577.60	85,841.60	90,334.40	95,076.80	99,860.80
BASE PAY RATE PER HOUR	\$34.64	\$35.92	\$37.23	\$39.22	\$41.27	\$43.43	\$45.71	\$48.01
with CWEA Grade 1 Cert. +3%	35.68	37.00	38.35	40.40	42.51	44.73	47.08	49.45
with CWEA Grade 2 Cert. +1.5%	36.21	37.55	38.92	41.00	43.15	45.40	47.79	50.19
with CWEA Grade 3 Cert. +1%	36.58	37.93	39.31	41.41	43.58	45.86	48.27	50.69
with CWEA Grade 4 Cert. +1%	36.94	38.31	39.70	41.83	44.01	46.32	48.75	51.20

PUMP STATION MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,525.60	2,625.60	2,727.20	2,830.40	2,942.40	3,036.80	3,136.00	3,235.20
MONTHLY	5,472.13	5,688.80	5,908.93	6,132.53	6,375.20	6,579.73	6,794.67	7,009.60
ANNUAL	65,665.60	68,265.60	70,907.20	73,590.40	76,502.40	78,956.80	81,536.00	84,115.20
BASE PAY RATE PER HOUR	\$31.57	\$32.82	\$34.09	\$35.38	\$36.78	\$37.96	\$39.20	\$40.44
with CWEA Grade 1 Cert. +3%	32.52	33.80	35.11	36.44	37.88	39.10	40.38	41.65
with CWEA Grade 2 Cert. +1.5%	33.00	34.31	35.64	36.99	38.45	39.69	40.98	42.28
with CWEA Grade 3 Cert. +1%	33.33	34.65	36.00	37.36	38.84	40.08	41.39	42.70
with CWEA Grade 4 Cert. +1%	33.67	35.00	36.36	37.73	39.22	40.48	41.81	43.13

SEWER MAINTENANCE WORKER	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,238.40	2,340.80	2,444.80	2,544.00	2,645.60	2,750.40	2,851.20	2,951.20
MONTHLY	4,849.87	5,071.73	5,297.07	5,512.00	5,732.13	5,959.20	6,177.60	6,394.27
ANNUAL	58,198.40	60,860.80	63,564.80	66,144.00	68,785.60	71,510.40	74,131.20	76,731.20
BASE PAY RATE PER HOUR	\$27.98	\$29.26	\$30.56	\$31.80	\$33.07	\$34.38	\$35.64	\$36.89
with CWEA Grade 1 Cert. +3%	28.82	30.14	31.48	32.75	34.06	35.41	36.71	38.00
with CWEA Grade 2 Cert. +1.5%	29.25	30.59	31.95	33.25	34.57	35.94	37.26	38.57
with CWEA Grade 3 Cert. +1%	29.54	30.90	32.27	33.58	34.92	36.30	37.63	38.95
with CWEA Grade 4 Cert. +1%	29.84	31.20	32.59	33.91	35.27	36.67	38.01	39.34

EXHIBIT 'A'
MIDWAY CITY SANITARY DISTRICT
 District Wide Pay Schedule
 FY 2024-2025 Represented (7.0%)

LEAD FLEET MAINTENANCE MECHANIC (Supervisor)	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,771.20	2,873.60	2,978.40	3,137.60	3,301.60	3,474.40	3,656.80	3,840.80
MONTHLY	6,004.27	6,226.13	6,453.20	6,798.13	7,153.47	7,527.87	7,923.07	8,321.73
ANNUAL	72,051.20	74,713.60	77,438.40	81,577.60	85,841.60	90,334.40	95,076.80	99,860.80
BASE PAY RATE PER HOUR	\$34.64	\$35.92	\$37.23	\$39.22	\$41.27	\$43.43	\$45.71	\$48.01
with CWEA Grade 1 Cert. +3%	35.68	37.00	38.35	40.40	42.51	44.73	47.08	49.45
with CWEA Grade 2 Cert. +1.5%	36.21	37.55	38.92	41.00	43.15	45.40	47.79	50.19
with CWEA Grade 3 Cert. +1%	36.58	37.93	39.31	41.41	43.58	45.86	48.27	50.69
with CWEA Grade 4 Cert. +1%	36.94	38.31	39.70	41.83	44.01	46.32	48.75	51.20

MECHANIC	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,523.20	2,625.60	2,727.20	2,830.40	2,942.40	3,037.60	3,136.00	3,235.20
MONTHLY	5,466.93	5,688.80	5,908.93	6,132.53	6,375.20	6,581.47	6,794.67	7,009.60
ANNUAL	65,603.20	68,265.60	70,907.20	73,590.40	76,502.40	78,977.60	81,536.00	84,115.20
BASE PAY RATE PER HOUR	\$31.54	\$32.82	\$34.09	\$35.38	\$36.78	\$37.97	\$39.20	\$40.44
with CWEA Grade 1 Cert. +3%	32.49	33.80	35.11	36.44	37.88	39.11	40.38	41.65
with CWEA Grade 2 Cert. +1.5%	32.97	34.31	35.64	36.99	38.45	39.70	40.98	42.28
with CWEA Grade 3 Cert. +1%	33.30	34.65	36.00	37.36	38.84	40.09	41.39	42.70
with CWEA Grade 4 Cert. +1%	33.64	35.00	36.36	37.73	39.22	40.49	41.81	43.13

AGENDA ITEM 9F

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Robert Housley, General Manager

Subject: A RESOLUTION NO. 2024-25 OF THE BOARD OF DIRECTORS OF THE MIDWAY CITY SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, ADOPTING THE 2024-2025 SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES

BACKGROUND

Accurate payroll reporting is crucial for providing accurate member retirement benefits. The purpose of this resolution is to adopt a District wide salary schedule pursuant to Public Employees' Retirement Law (PERL).

Only those pay amounts that meet the definition of compensation earnable are used when calculating retirement benefits. Compensation earnable is clarified by California Code of Regulations Section 570.5.

Pursuant to the regulations the Midway City Sanitary District is required to adopt a pay schedule that meets all of the following requirements:

1. identifies the position title for every employee position;
2. shows the pay rate for each identified position, which may be stated as a single amount or multiple amounts within a range;
3. indicates the time base of the range such as hourly, monthly, or annually;
4. is posted at the office or immediately accessible and available for public review during normal business hours or posted on the District's website;
5. indicates an effective date and date of any revisions;
6. is retained by the District and available for public inspection for not less than five years;
7. does not reference another document in lieu of disclosing the pay rate.

DISCUSSION

Adoption of this resolution meets the requirements as defined by PERL and ensures that the District follows retirement law requirements and regulations. Failure to adopt this resolution would result in being out of compliance with PERL's requirements and regulations and thereby making the compensation non-compliant for employee retirement benefits, potentially adversely affecting employees' pension benefits. Additionally, the transparency of salary and wages is a hallmark of Midway City Sanitary District's commitment to the community and people it serves.

FISCAL IMPACT

The salary schedule is reflective of the District's current structure. This salary schedule includes a 7.0% Cost of Living Allowance (COLA) as to apply the same increase as approved for represented employees during the MOU process. The potential fiscal impact is \$69,300 in salary and wages for the fiscal year 2024-2025 (excludes the General Manager).

STAFF RECOMMENDATION

Staff recommends that the Board of Directors approve Resolution No. 2024-25 to adopt the salary schedule for represented employees.

ATTACHMENTS

1. Resolution No. 2024-25 Adopting the 2024-2025 Salary Schedule for Non-Represented Employees

RESOLUTION NO. 2024-25

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE MIDWAY CITY SANITARY DISTRICT OF
ORANGE COUNTY, CALIFORNIA, ADOPTING THE
2023-2024 SALARY SCHEDULE FOR NON-
REPRESENTED EMPLOYEES**

WHEREAS, California Code Regulations, Title 2, Section 570.5 was adopted by CalPERS to provide specific requirements on how public agencies should document pay rates;

WHEREAS, to comply with Section 570. 5, the District's salary schedule listing all titles for every employee position, pay rates for each position, and the time base for each pay rate must be adopted by the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT, in accordance with California Code Regulations, Title 2, Section 570.5, the Board of Directors of the Midway City Sanitary District hereby adopts the Salary Schedule, Effective July 1, 2024 – June 30, 2025, which is attached hereto as Exhibit A.

PASSED AND ADOPTED, at a regular meeting of the Board of Directors of Midway City Sanitary District of Orange County, California, held this 5th day of November 2024.

Mark Nguyen, President

ATTEST:

Andrew Nguyen, Secretary

MIDWAY CITY SANITARY DISTRICT

Pay Schedule
Fiscal Year 2024-2025
Effective 07/01/2024

NON-REPRESENTED EMPLOYEES

JOB TITLE								
ADMINISTRATIVE SECRETARY/RECEPTIONIST [Non-Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	2,726.40	2,823.20	2,920.80	3,023.20	3,128.80	3,238.40	3,352.00	3,469.60
MONTHLY	5,907.20	6,116.93	6,328.40	6,550.27	6,779.07	7,016.53	7,262.67	7,517.47
ANNUAL	70,886.40	73,403.20	75,940.80	78,603.20	81,348.80	84,198.40	87,152.00	90,209.60
BASE PAY RATE PER HOUR	\$34.08	\$35.29	\$36.51	\$37.79	\$39.11	\$40.48	\$41.90	\$43.37
ACCOUNTANT [Non-Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	3,212.80	3,295.20	3,380.00	3,498.40	3,620.80	3,747.20	3,879.20	4,014.40
MONTHLY	6,961.07	7,139.60	7,323.33	7,579.87	7,845.07	8,118.93	8,404.93	8,697.87
ANNUAL	83,532.80	85,675.20	87,880.00	90,958.40	94,140.80	97,427.20	100,859.20	104,374.40
BASE PAY RATE PER HOUR	\$40.16	\$41.19	\$42.25	\$43.73	\$45.26	\$46.84	\$48.49	\$50.18
HUMAN RESOURCES COORDINATOR [Non-Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	3,212.80	3,295.20	3,380.00	3,498.40	3,620.80	3,747.20	3,879.20	4,014.40
MONTHLY	6,961.07	7,139.60	7,323.33	7,579.87	7,845.07	8,118.93	8,404.93	8,697.87
ANNUAL	83,532.80	85,675.20	87,880.00	90,958.40	94,140.80	97,427.20	100,859.20	104,374.40
BASE PAY RATE PER HOUR	\$40.16	\$41.19	\$42.25	\$43.73	\$45.26	\$46.84	\$48.49	\$50.18
EXECUTIVE/BOARD SECRETARY [Non-Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	3,380.00	3,498.40	3,620.80	3,747.20	3,879.20	4,014.40	4,155.20	4,300.00
MONTHLY	7,323.33	7,579.87	7,845.07	8,118.93	8,404.93	8,697.87	9,002.93	9,316.67
ANNUAL	87,880.00	90,958.40	94,140.80	97,427.20	100,859.20	104,374.40	108,035.20	111,800.00
BASE PAY RATE PER HOUR	\$42.25	\$43.73	\$45.26	\$46.84	\$48.49	\$50.18	\$51.94	\$53.75
DISTRICT ENGINEER [Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	4,239.20	4,420.00	4,602.40	4,784.00	4,965.60	5,147.20	5,328.80	5,511.20
MONTHLY	9,184.93	9,576.67	9,971.87	10,365.33	10,758.80	11,152.27	11,545.73	11,940.93
ANNUAL	110,219.20	114,920.00	119,662.40	124,384.00	129,105.60	133,827.20	138,548.80	143,291.20
BASE PAY RATE PER HOUR	\$52.99	\$55.25	\$57.53	\$59.80	\$62.07	\$64.34	\$66.61	\$68.89
DIRECTOR OF SERVICES & PROGRAM DEVELOPMENT [Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	4,239.20	4,420.00	4,602.40	4,784.00	4,965.60	5,147.20	5,328.80	5,511.20
MONTHLY	9,184.93	9,576.67	9,971.87	10,365.33	10,758.80	11,152.27	11,545.73	11,940.93
ANNUAL	110,219.20	114,920.00	119,662.40	124,384.00	129,105.60	133,827.20	138,548.80	143,291.20
BASE PAY RATE PER HOUR	\$52.99	\$55.25	\$57.53	\$59.80	\$62.07	\$64.34	\$66.61	\$68.89
DIRECTOR OF OPERATIONS & SAFETY [Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	5,118.40	5,331.20	5,553.60	5,784.80	6,025.60	6,276.80	6,538.40	6,811.20
MONTHLY	11,089.87	11,550.93	12,032.80	12,533.73	13,055.47	13,599.73	14,166.53	14,757.60
ANNUAL	133,078.40	138,611.20	144,393.60	150,404.80	156,665.60	163,196.80	169,998.40	177,091.20
BASE PAY RATE PER HOUR	\$63.98	\$66.64	\$69.42	\$72.31	\$75.32	\$78.46	\$81.73	\$85.14
DIRECTOR OF FINANCE [Exempt]	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BI-WEEKLY	4,995.20	5,271.20	5,546.40	5,822.40	6,097.60	6,373.60	6,648.80	6,924.80
MONTHLY	10,822.93	11,420.93	12,017.20	12,615.20	13,211.47	13,809.47	14,405.73	15,003.73
ANNUAL	129,875.20	137,051.20	144,206.40	151,382.40	158,537.60	165,713.60	172,868.80	180,044.80
BASE PAY RATE PER HOUR	\$62.44	\$65.89	\$69.33	\$72.78	\$76.22	\$79.67	\$83.11	\$86.56
GENERAL MANAGER [Exempt]	SALARY							
BI-WEEKLY	8,076.92							
MONTHLY	17,500.00							
ANNUAL	210,000.00							
BASE PAY RATE PER HOUR	\$100.96							

AGENDA ITEM 9G

Date: November 5, 2024

To: Board of Directors

From: Robert Housley, General Manager

Prepared by: Ashley Davies, Director of Services and Program Development

Subject: Consider Sponsorship of the City of Westminster's Tet Parade

BACKGROUND

The 2025 Tet Parade is scheduled for Saturday, February 1, 2025 and the City of Westminster is coordinating the event. The Midway City Sanitary District (District) has received the 2025 Tet Parade sponsorship package and a copy of it is attached for review and consideration.

Last year, the District provided in-kind sponsorship by providing a two-cart solid waste service along the parade route. The District provided drop off of the green organics and blue recycling carts before the event and provided pickup services after the parade, as well as disposal of the recyclables and waste. The District also provided a \$5,000 monetary sponsorship of the 2024 Tet Parade. The City recognized the District as a platinum level sponsor (\$10,000) for the combination of in-kind and monetary sponsorship.

Board action is necessary to provide any monetary or in-kind sponsorships.

DISCUSSION

The City of Westminster is looking for fiscal and in-kind sponsorships for the 2025 Tet Parade. Sponsoring the event supports the District's mission by providing additional exposure and recognition of the District and its services within the community. If approved, the District is committed to providing in-kind solid waste services and pickup on the parade route. The in-kind service will consist of 7+ District employees dropping off the carts before the event starts, then returning after the event to pick up the filled carts, and taking the material to the Material Recovery Facility (MRF). The empty carts will be picked up separately and returned to the district and cleaned for future use. Tonnage fees will be reported to the City for compliance of SB 1383.

Providing this in-kind service requires 7+ District employees to work the event and those employees will be compensated at their overtime rate of pay. Solid waste service will require 50+ carts (blue, black, green), disposable tonnage fees, fuel et cetera.

If approved, the District will also provide monetary sponsorship of the 2025 Tet Parade, in the amount decided on by the Board. Monetary sponsorship opportunities range from \$1,000 to \$25,000.

FISCAL IMPACT

Fiscal sponsorship opportunities range from \$1,000 - \$25,000 (sponsorship package is attached). In-kind sponsorship of waste service and employee compensation will be approximately \$2,500.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors consider sponsorship of the City of Westminster's Tet Parade and provide direction on fiscal sponsorship amount.

ATTACHMENTS

1. City of Westminster Tet Parade Sponsorship Package



2025 TẾT PARADE

SPRING OF RESILIENCY



SPONSORSHIP PACKAGE

SATURDAY, FEBRUARY 1, 2025

📍 BOLSA AVE. BETWEEN MAGNOLIA ST. & BUSHARD ST.

Celebrating the Year of the Snake



TẾT PARADE HIGHLIGHTS

EXECUTIVE SUMMARY

PRESENTED BY: The City of Westminster

DATE: Saturday, February 1, 2025

TIME: Opening Ceremony begins at 8:30 am | Parade begins at 9:30 am

LOCATION: Parade starts at the intersection of Bolsa Avenue and Magnolia Street, proceeds east on Bolsa Avenue, then turns right onto Bushard Street and heads south, ending at Bishop Place.

ATTENDANCE: More than 15,000 people, from seniors to young children and their families, attend the event in person. However, viewership across multiple streaming sites and channels is over 250,000 internationally.

COST: Admission is FREE to the public.

QUICK FACTS

Population

2020 Census | 90,195

Education

High School | 78%

Bachelor Degree or Higher | 27%

Graduate Degree | 10%

Households

2020 Census | 27,144

% with Children | 57.3

Avg. Household Size | 3.74

Median Income

Westminster | \$67,142

Orange County | \$71,735

Orange County

Population | 3 million

(people within 15 minutes of venue)

Housing Units | 1 million

MAKE AN IMPRESSION

Depending upon your level of involvement, your advertising message will be seen during the event promotional period. As a sponsor, you'll be featured on the City's website, flyers, cable TV spots, social media, and the official event program.

BENEFITS DETAIL:

- Logo on webpages with hyperlink
- Flyers and banner featuring your brand
- Recognition on WTV and social media platforms

ON-SITE RECOGNITION:

- Recognition announcements from emcee during the parade
- Participation in the parade

FOR MORE INFORMATION

Contact the City of Westminster Community Services & Recreation Department at 714.895.2860 or email us at TetParade@westminster-ca.gov.



2025 TẾT PARADE SPONSORSHIP OPPORTUNITIES

TITLE SPONSOR *(limited to three)*

\$25,000 Sponsor Investment

As a Title Sponsor you will receive:

- Verbal recognition at the Tet Parade Opening Ceremony
- Recognition at a televised City Council Meeting
- Recognition in Recreation Email Newsletters (E-blasts)
- Recognition in City Newsletter (mailed to every household and business in Westminster)
- Logo included on City webpage with hyperlink
- Logo included on Tet Parade flyers and social media posts
- Logo will be larger than subsequent sponsors
- Full page color ad in official Tet Parade program
- Reserved seating for up to ten (10) guests in VIP area
- Event banner with company logo displayed in front of the stage
- Complimentary parade entry with prime placement near the start of the parade
- Invitation to parade day Opening Ceremony with two (2) seats on stage
- Logo showcased on Westminster Local TV Channel
- Complimentary booth at upcoming 2025 Fall Festival

PLATINUM SPONSOR

\$10,000 Sponsor Investment

As a Platinum Sponsor you will receive:

- Verbal recognition at the Tet Parade Opening Ceremony
- Recognition at a televised City Council Meeting
- Recognition in Recreation Email Newsletters (E-blasts)
- Recognition in City Newsletter (mailed to every household and business in Westminster)
- Logo included on City webpage with hyperlink
- Logo included on Tet Parade flyers and social media posts
- Half page color ad in official Tet Parade program
- Reserved seating for up to six (6) guests in VIP area
- Event banner with company logo displayed in front of the stage
- Complimentary parade entry



2025 TẾT PARADE SPONSORSHIP OPPORTUNITIES (CONTINUED)

DIAMOND SPONSOR

\$7,500 Sponsor Investment

As a Diamond Sponsor you will receive:

- Verbal recognition at the Tet Parade Opening Ceremony
- Recognition at a televised City Council Meeting
- Recognition in Recreation Email Newsletters (E-blasts)
- Recognition in City Newsletter (mailed to every household and business in Westminster)
- Logo included on City webpage with hyperlink
- Logo included on Tet Parade flyers and social media posts
- Quarter page color ad in official Tet Parade program
- Reserved seating for up to four (4) guests in VIP area
- Event banner with company logo displayed in front of the stage
- Complimentary parade entry

GOLD SPONSOR

\$5,000 Sponsor Investment

As a Gold Sponsor you will receive:

- Verbal recognition at the Tet Parade Opening Ceremony
- Recognition at a televised City Council Meeting
- Recognition in Recreation Email Newsletters (E-blasts)
- Recognition in City Newsletter (mailed to every household and business in Westminster)
- Logo included on City webpage
- Logo included on Tet Parade flyers and social media posts
- Eighth page color ad in official Tet Parade program
- Reserved seating for up to two (2) guests in VIP area
- Event banner with company logo displayed in front of the stage
- Complimentary parade entry



2025 TẾT PARADE SPONSORSHIP OPPORTUNITIES (CONTINUED)

SILVER SPONSOR

\$2,500 Sponsor Investment

As a Silver Sponsor you will receive:

- Verbal recognition at the Tet Parade Opening Ceremony
- Recognition at a televised City Council Meeting
- Recognition in Recreation Email Newsletters (E-blasts)
- Recognition in City Newsletter (mailed to every household and business in Westminster)
- Company logo included on City webpage
- Company logo included on Tet Parade flyers and social media posts
- Eighth page color ad in official Tet Parade program

BRONZE SPONSOR

\$1,000 Sponsor Investment

As a Bronze Sponsor you will receive:

- Verbal recognition at the Tet Parade Opening Ceremony
- Recognition at a televised City Council Meeting
- Recognition in Recreation Email Newsletters (E-blasts)
- Recognition in City Newsletter (mailed to every household and business in Westminster)
- Company name included on City webpage
- Company name included on Tet Parade flyers and social media posts

IN-KIND SPONSOR

For in-kind sponsorship opportunities, email
TetParade@westminster-ca.gov or call (714) 895-2860.



2025 TET PARADE SPONSOR BENEFITS

Benefit	Bronze \$1,000	Silver \$2,500	Gold \$5,000	Diamond \$7,500	Platinum \$10,00	Title \$25,000
Recognition at Tet Parade Opening Ceremony	✓	✓	✓	✓	✓	✓
Recognition at City Council Meeting	✓	✓	✓	✓	✓	✓
Recognition in Recreation Email Newsletter (E-blasts)	✓	✓	✓	✓	✓	✓
Recognition in City Newsletter	✓	✓	✓	✓	✓	✓
City Webpage	Company Name	Company Logo	Company Logo	Company Logo w/ hyperlink	Company Logo w/ hyperlink	Company Logo w/ hyperlink
Tet Parade Flyers & Social Media Posts	Company Name	Company Logo	Company Logo	Company Logo	Company Logo	Company Logo
Color Ad in Official Tet Parade Program	✗	Eighth Page	Eighth Page	Quarter Page	Half Page	Full Page
Reserved Seating for Guests in VIP Area	✗	✗	2 guests	4 guests	6 guests	10 guests
Banner with logo	✗	✗	✓	✓	✓	✓
Complimentary Parade Entry	✗	✗	✓	✓	✓	✓
Invite to Opening Ceremony with Seats on Stage	✗	✗	✗	✗	✗	✓
Logo showcased on Westminster Local TV Channel	✗	✗	✗	✗	✗	✓
Complimentary Booth at 2025 Fall Festival	✗	✗	✗	✗	✗	✓

For sponsorship packages featuring your company logo and a color ad in the Official Tet Parade Program (Title, Platinum, Diamond, Gold, and Silver sponsors), please send your artwork via email in PNG or JPEG format to TetParade@westminster-ca.gov by January 6, 2025.

For ad dimensions, please visit the Tet Parade page on the City website at www.westminster-ca.gov or email TetParade@westminster-ca.gov.

2025 TET PARADE SPONSORSHIP FORM

Company Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____ Email: _____



Facebook: _____



Instagram: _____

SPONSOR LEVEL/AMOUNT:

TITLE | \$25,000

PLATINUM | \$10,000

DIAMOND | \$7,500

GOLD | \$5,000

SILVER | \$2,500

BRONZE | \$1,000

IN-KIND SPONSOR: _____

Please return completed **Sponsor Form, Waiver** and **Payment** by email, mail, or in-person:

Email: TetParade@westminster-ca.gov

Mail or In-Person:

Community Services and Recreation Department

Attn: **Tet Parade**

8200 Westminster Blvd.

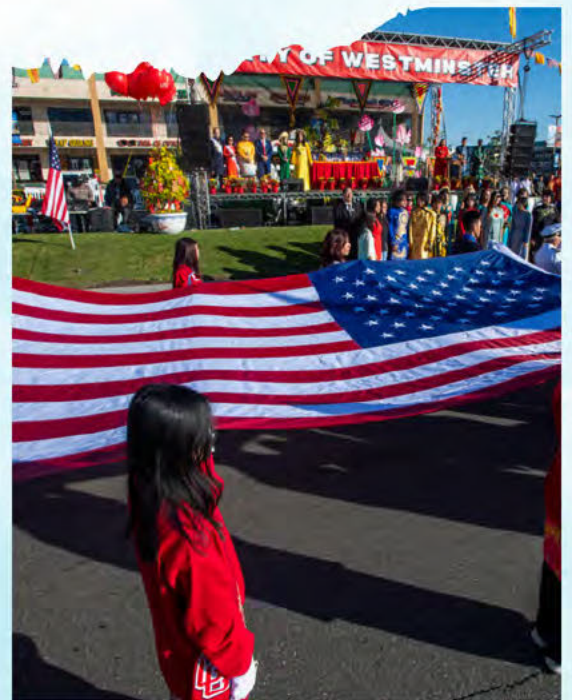
Westminster, CA 92683

Make checks payable to: **City of Westminster**

To pay by credit card, please submit enclosed credit card authorization form or call (714) 895-2860.

Sponsors with included entry in the parade (Title, Platinum, Diamond, and Gold), will also need to submit a Parade Participant Application: [Link to Application](#)

Thank You



2025 TẾT PARADE CREDIT CARD AUTHORIZATION FORM

Payment Amount

Name on Card

Credit Card Number

Expiration Date CW

Signature Date

By signing this form, I authorize the City of Westminster to charge my credit card above for the specified amount.

Following payment, this document will be securely discarded.

To Submit Form:

Please return completed **Sponsor Form, Waiver** and **Payment** by email, mail, or in-person:

Email: TetParade@westminster-ca.gov

Mail or In-Person:

Community Services and Recreation Department
Attn: **Tet Parade**
8200 Westminster Blvd.
Westminster, CA 92683

To pay by credit card, please submit credit card authorization form or call (714) 895-2860.



I, _____ (Full legal name), desire to participate in **Tet Parade 2025**, (the "Activity").

In consideration for my participation in the Activity, I agree as follows:

1. Assumption of Risk. I fully understand and agree that: (a) recreational and fitness activities and use of City facilities (cumulatively "recreational activities") have inherent risks, dangers, and hazards and such exists in my use, and/or my minor child(ren)'s use, of any equipment and my participation in these activities; (b) my participation, and/or my minor child(ren)'s participation, in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, communicable disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) City facilities are open and generally accessible to members of the public; (d) my and/or my minor child(ren)'s and/or other users access to City facilities and/or placement, storage or accessing of property left in City facilities puts such property at a risk of damage, destruction, loss, theft, fire or other casualty; (e) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Westminster, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (f) my and/or my minor child(ren)'s participation in such activities poses an inherent risk of exposure to COVID-19 and/or other communicable diseases, (e.g., RSV), which can lead to severe illness, prolonged hospitalization, disability and death; and (g) by my participation, and/or my minor child(ren)'s participation, in recreational activities and/or use of equipment, I hereby acknowledge that I am participating of my own free will in the activity and therefore agree to assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Westminster.

2. Medical Release. I authorize the City of Westminster to provide or cause to be provided such medical treatment to me or my minor child(ren) as may be necessary or appropriate if any injury occurs while I or my child(ren) are participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.

3. Indemnification. In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Activity.

4. Waiver and Release of Liability. As lawful consideration for permission to enter City property and/or City facilities for any purpose, including but not limited to observation, use of facilities or equipment, leaving or storage of property, or participating any way, I, and my children, agree to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Westminster Community Services Department, the City of Westminster, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services Department, the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers for any damages I or my minor children incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including any claims or liability arising from the active negligence of the City, unless otherwise prohibited by law. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

I further agree and understand that all of my rights against the City accruing under Section 1542 of the Civil Code of the State of California are hereby expressly waived to the maximum legal extent.

Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

5. Recording of In-Person/Virtual Activities. I understand and agree that in-person and/or virtual Activity may be recorded for viewing and/or listening by others at a future date. I consent to the City's use of audio/video recordings of me during the in-person and/or virtual Activity and that the City may use audio/video segments or photographic stills of me for any purpose, including, but not limited to news, advertising, and promotional purposes, without compensation to me. I hereby release and hold harmless the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any claims relating to the use of my likeness and image.

6. Compliance with All Rules. I and my minor children agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation.

7. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Participant's Full Legal Name: _____

Signature: _____

Date: _____

If participant is under the age of 18, a parent or legal guardian must read and also sign this Agreement.

I am the parent or legal guardian of the above-referenced Participant. I have read and I understand the provision of this document, and I consent to the Participant taking part in the activities at the Westminster Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Parent/Legal Guardian Name: _____

Signature: _____

Date: _____



IRWD
Chlorine
Contact
Basin



The OC LAFCO air is filled with the completion of many projects and activities during the previous fiscal cycle and a quick jump start with three months of fiscal year 2024-25 already behind us. Read on to a message from the OC LAFCO Chairman and his introduction to the highlights of this edition of The Pulse.



Welcome and Reflections from Chairman Wagner



Don P. Wagner

As OC LAFCO Chairman, I welcome you to the Fall Edition of The Pulse. Whether you are a first-time reader of this publication or have been keeping up with our activities through previous editions, we thank you for your interest in OC LAFCO.

I was appointed to serve as Chairman in January of this year, and over this time, the Commission and staff have continued to work as a team to accomplish the goals of the agency's three-year strategic plan and enhance resources that facilitate the carrying out OC LAFCO's legislative

authority and mandates. During fiscal year 2023-24, the Commission welcomed new members, experienced changes in staff, and saw a decrease in filed applications. However, even with these changes, the activity at OC LAFCO remained busy and much was done. To highlight a few, the Commission completed an overhaul of the agency website and resources, conducted several municipal service reviews, proactively monitored and adopted positions on legislation of LAFCO-interest, and improved internal policies and procedures. Each of these areas represent OC LAFCO's effort to fulfill our legislative mandates and be responsive to Orange County's local agencies and communities.

As we enter the last year of the Commission's 2022-2025 Strategic Plan, as Chairman, I will continue to provide leadership that facilitates the

completion of our remaining goals and adoption of the next multi-year plan. To learn more about OC LAFCO activities, I invite you to continue reading or stop by one of our monthly meetings and don't forget to take the OC LAFCO Pop Quiz at the end of your read.



FALL EDITION



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The Rear-View Mirror

In August, the Commission received a year-end report on the accomplishments of the OC LAFCO 2022-25 Strategic Plan through fiscal year 2023-24. With two-thirds of the Plan in our rear view, this section of *The Pulse* highlights goals and objectives completed over the past year.

Goal One: Staff Development, Retention, and Recruitment



The Commission continues to keep the maintaining of quality staff talent as a priority. Much like other local governments and employers, retaining quality staff and external interruptions experienced by OC LAFCO have been a challenge. To address these situations, over the past year, OC LAFCO focused on developing and maintaining current personnel through cross-training opportunities, benefit enhancements, and the annual funding of professional development and training activities. With the average tenure of OC LAFCO employees currently at nearly 11 years, the Commission recognizes the importance of fostering employment continuity. Additionally, OC LAFCO acknowledges the significant role that the recruitment process plays in attracting strong talent. With that in mind and for the first time, OC LAFCO joined up with our partner to the south, San Diego LAFCO to establish a pool of candidates for future LAFCO analysts. The effort resulted in the receipt of over 50 applicants, an increase from past recruitments, and yielded savings in administrative costs and other resources.

Additionally, the effort brought forward a new team member to the OC LAFCO team. As you read further, you will become acquainted with our new Analyst, Aimee Diaz.

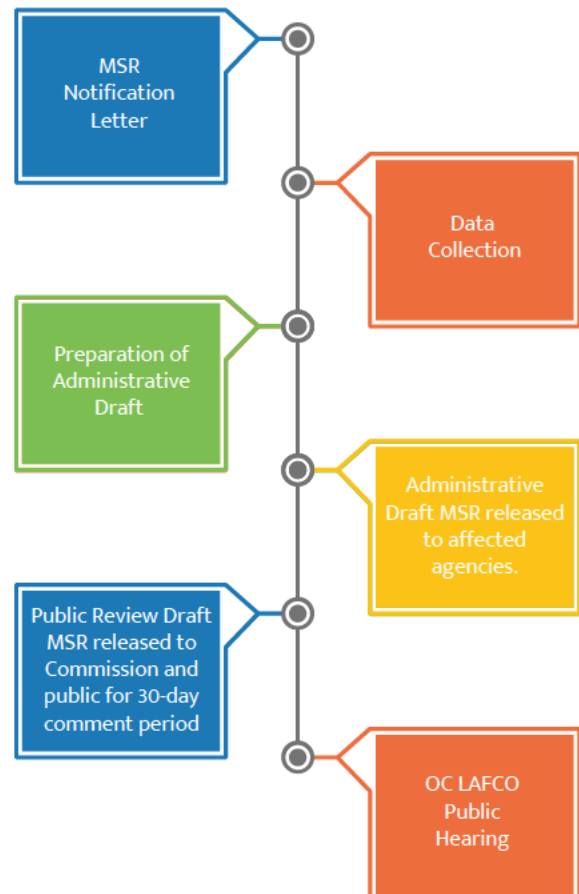
Goal Two: Improve Municipal Service Review (MSR) Process for Future MSRs



The Commission's fourth round of MSRs has been underway for four years, and there was progress in completing a review of all cities and special districts during the past fiscal cycle. MSRs were completed for a portion of South Orange County and agencies located in the western region of the county. With more than half of the fourth cycle MSRs complete, OC LAFCO has reached a significant milestone for this goal, and the effort has catapulted into a new fiscal year with the Orange County Water District MSR approaching the release date of the "Public Draft," and the Central Region draft MSR following closely behind. If you are interested in additional details on the MSR regions and schedule, visit the MSR webpage at the OC LAFCO website.

An MSR Process Crash Course

Has it been some time since your agency participated in the MSR process, or perhaps you are new to the city or special district? Whatever the situation, you may be unfamiliar with MSRs, and we wanted to introduce you to the "cliff notes" version of the process.



CONTINUED

Generally, the preparation of an MSR from beginning to end (consideration by the Commission) involves a one to two year process. As noted in the graphic on page 2, the process includes multiple milestones that are established within a schedule prepared by OC LAFCO staff. Through the conducting of multiple cycles of MSRs, OC LAFCO staff notes that the gathering and analyzing of the data required for the MSR process can take up to six months and sometimes longer. However, with the data being the most critical component of MSRs, a significant part of an MSR schedule is assigned to data collection.

Another key part of the process is release of the Public Review Draft MSR and consideration of the MSR at a public hearing conducted by the Commission. Both of these key milestones represent an opportunity for local agencies and other interested parties to seek answers and provide comments on the report.

Finally, upon approval by the Commission, the final MSR is made available to the affected agencies and on our website, and surveys are sent to agencies for you to share your thoughts on the process. Many think the OC LAFCO website is the final resting place for our MSRs, but it is not. Over the years, we have received requests for MSRs from many stakeholders to include, other government agencies, field representatives of stated elected officials, local media, OC Grand Jury, and representative from academia.

Goal Three: Promote Legislative Engagement

The past year’s activity involving legislation of LAFCO interest was generally quiet. This session brought minor clean-up of the law that governs LAFCOs (“CKH Act”) and other bills involving failing wastewater systems, property tax exchange for district formation proposals, and requiring indemnification from LAFCO applicants. At adjournment of the session, the Commission ended its monitoring with the adoption of positions on four bills. For more information on those bills, click the following link https://oclafco.org/wp-content/uploads/2024/10/6c_Leg-report-October.pdf to access the Commission’s most recent legislative report.

Goal Four: Optimize External Communication

The Commission uses various vehicles and tools to remain connected with local agencies and external organizations. OC LAFCO continues to facilitate this connection through the agency’s newly designed website and “The Pulse.” The agency’s news publication not only allows OC LAFCO to keep agencies connected to the Commission’s activities but also provides an opportunity for OC LAFCO to spotlight the activities of cities and special districts.

With November quickly approaching, Commission staff has already begun bundling the OC LAFCO media kits to be sent to continuing and newly elected OC legislators. Kits will include an OC LAFCO brochure, the recent edition of The Pulse, the latest legislative report, and other informational items. Additionally, staff will be opening up their calendars to schedule visits with the legislators or their local field representatives, who will have the opportunity to receive the LAFCO 101 presentation in-person or virtually.

Finally, the OC LAFCO team looks forward to visiting with the staff of cities, special districts and the County at the various agency hosted regular and quarterly meeting and other opportunities.



Mile Square Regional Park, Fountain Valley

Commissioner Activity

Reappointments

LAFCO commissioners, in accordance with state law, serve four-year terms with no term limits. For OC LAFCO, the average tenure of Commissioners has been relatively static, and over the past year, processes for three seats with expiring terms were conducted. This year, Commissioners Wendy Bucknum, James Fisler, and Carol Moore were reappointed by their respective appointing authorities and were sworn in on July 10 to begin their new terms. If you want to learn more about the appointment processes and current terms for OC LAFCO members, click here https://oclafco.org/wp-content/uploads/2024/09/09_Terms-of-Office_NewlyElected_August2024.pdf.



Regional and State Appointments

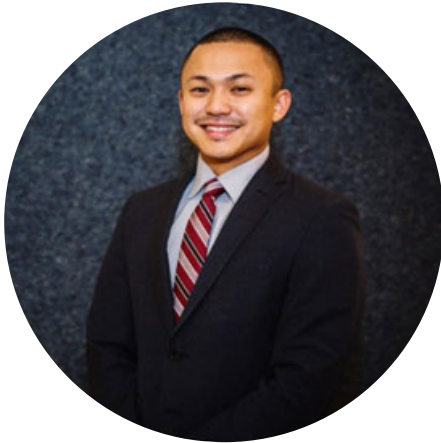
On the regional and statewide fronts, Commissioner Derek J. McGregor continued a two-year term on the California Association of LAFCOs (CALAFCO) Board of Directors and was appointed to the CALAFCO Legislative Committee earlier this year. Additionally, Commissioner McGregor was appointed to serve as Chair of the CALAFCO Southern Region. The region is comprised of six LAFCOs (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and San Diego). Fondly referred to as the “Big Six,” the group meets quarterly to discuss the affairs of CALAFCO, matters affecting the region, and partnership opportunities.



Derek J. McGregor
Public Member

Getting Acquainted with OC LAFCO Team Members

“Eight Years in the Making” - Meet Senior Policy Analyst, Gavin Centeno



With the typical eagerness of a Master of Public Administration graduate, Gavin joined the OC LAFCO team in 2016 and went right to work on many of the Commission’s prime-time projects. While his plate included many routine annexations and reorganizations, his leadership was and remains key in managing components of the Commission’s first communication plan. In this effort, Gavin has provided lead on the redesign of the OC LAFCO website, not once but twice, to ensure that interested parties have a good virtual experience when visiting the site. Other accomplishments of Gavin since his arrival at OC LAFCO include processing multiple island annexations (notably the Hamer Island annexation to Placentia) and boundary reorganizations involving the Cities of Orange and Tustin, conducting various municipal service reviews, contributing to improvements to the fiscal indicators web-based program, and development of the OC LAFCO Media Kit and outreach program for OC legislators. He also keeps OC LAFCO connected to our local agencies by regularly attending meetings of the independent special districts and other committees of the Orange County Business Council and the Center for Demographic Research. Gavin takes his Commission experience beyond OC LAFCO walls as he can be seen often participating on statewide conference and workshop panels to highlight the efforts of the Commission and our local agencies.

Gavin Fun Fact: Gavin’s childhood originated in the Philippines, where he remembers having to hand-pump water from a well for potable use. He stated that the work he now does with OC LAFCO resonates with him as a child growing up with limited and basic municipal services like a running faucet. Gavin says with pride that he is now part of an agency whose mission includes ensuring residents receive the most efficient and effective municipal services.

“The One Out of 50” - Meet Policy Analyst, Aimee Diaz



Becoming part of a small team with big desks can be daunting for some. But Aimee Diaz was willing to give it her best effort and submitted her qualifications through the OC LAFCO recruitment process. With over 50 applications received, Aimee’s professional and educational experiences stood out and pushed her to be a finalist in the process, and ultimately selected to join the Commission’s team in August. Quickly adapting to the OC LAFCO work culture, these days you will find her learning the ropes involving boundary changes, updating the County island profiles, navigating the agency’s GIS maps and resources, gearing up news kits to introduce OC LAFCO Commissioners and staff to legislators following the November election, and ushering in new ideas and thoughts. Prior to joining OC LAFCO, Aimee worked with the City of Lake Forest as an intern and recently concluded her graduate work at UC Irvine, receiving a Master of Public Policy.

Aimee Fun Fact: Outside of the office, Aimee loves to cook family recipes, incorporating the traditional flavors and techniques of her hometown (El Paso, Texas) and Northern Mexico.



BBK

BEST BEST & KRIEGER LLP

LAFCOs and JPAs: Who's in Charge?



Scott Smith

LAFCOs lack direct authority over Joint Powers Authorities (JPAs). However, State law does provide for LAFCO analysis of JPAs as providers of municipal services for their members.

LAFCOs have jurisdiction to form or alter the jurisdiction of cities and special districts that are formed by statute (Gov't Code § 56036) but not over JPAs, which are formed contractually between two or more participating agencies.

This is not to say that JPAs fall completely outside LAFCO's purview. Since 2017, State law has required that JPAs formed to provide municipal services file a copy of their founding agreement and any amendments to the respective county's LAFCO (Gov't Code § 6503.8). Failure to submit those materials results in a prohibition on that agency's issuing bonds or incurring indebtedness of any kind until the requirement is met.

Furthermore, JPAs are legitimately subject to study in Municipal Service Reviews (MSRs). The Cortese-Knox-Hertzberg Act requires LAFCOs to "initiate and make studies of existing governmental agencies. Those studies shall include, but shall not be limited to, inventorying those agencies and determining their maximum service area and service capacities. In conducting those studies, the commission may request . . . joint powers agreements, and plans of . . . joint powers authorities." (Gov't Code § 56378. Emphasis added.) Through the MSR analysis, LAFCOs can legitimately review a JPA member's delivery of services under the auspices of its JPA partnerships and can consider and weigh alternatives to that joint delivery of services.

Again, because JPAs aren't cities or districts, LAFCO can't create, dissolve, or alter them, but can exert some influence over them as LAFCO reviews the delivery of services of their members. In doing this, LAFCO should focus its analysis and study on the delivery of services by the member agency through the JPA vehicle, not the efficacy of the JPA per se.

This article was written by Scott Smith and Gregory Mikhanjian. Scott is a partner at Best Best & Krieger who has served as part of the Orange County LAFCO General Counsel team since 1994. Greg is a law student at Chapman University who will join Best Best & Krieger in 2025.



Gregory Mikhanjian

Agency Spotlight: Los Alamitos

It appeared to be cooling off and somewhat resembling a fall afternoon when Executive Officer Carolyn Emery “zoomed” in to speak with City Manager Chet Simmons to hear all about the origin of the city’s name and scoop on some of their upcoming premiere events.

The City is known for its distinguished and award-winning schools and beautiful parks. What are some other things or events the City will be hosting that we should know about?

Chet: Los Alamitos is a small town, but given our location, our activities and events extend beyond our 12,000 residents and are often attended by the neighboring community of Rossmoor and the cities of Cypress, Seal Beach, and Long Beach. Each year the city hosts 25 public events. We are successful in this through a partnership with our non-profit organizations and the effort coined as “Serve Los Al.” Key activities include serving youth shelters, recognition of our military, and a July 4th celebration. Another popular annual event is the “Taste of Los Al” where our residents and neighboring communities can experience the delicious variety of our town’s restaurants. These events attract up to 7,000 people each year and bring lots of positive impacts to our neighborhoods and others outside of our city’s boundaries.

What are some key accomplishments of the City over the last year?

Chet: Over the past few years and through the leadership of the city council and commitment of the city team, we’ve focused on charting a sustainable future that has resulted in a variety of benefits to our residents. An important directive set by the council was putting our financial affairs in order, and this was accomplished through the implementation of a fiscal sustainability plan and a structurally balanced budget. Additionally, we recognized that some forward-thinking was necessary, and we did quite a bit of outreach to our residents. Through this collaboration, the city is allocating considerable funds to repair our roads, pay down pension liabilities over the next 10 years, and revitalize the city’s main square with an active transportation plan and encouraging new businesses and development within our town.

The City’s logo embodies creativity and goes beyond the literal boundaries of the city, county and country. Can you share the history behind the logo?

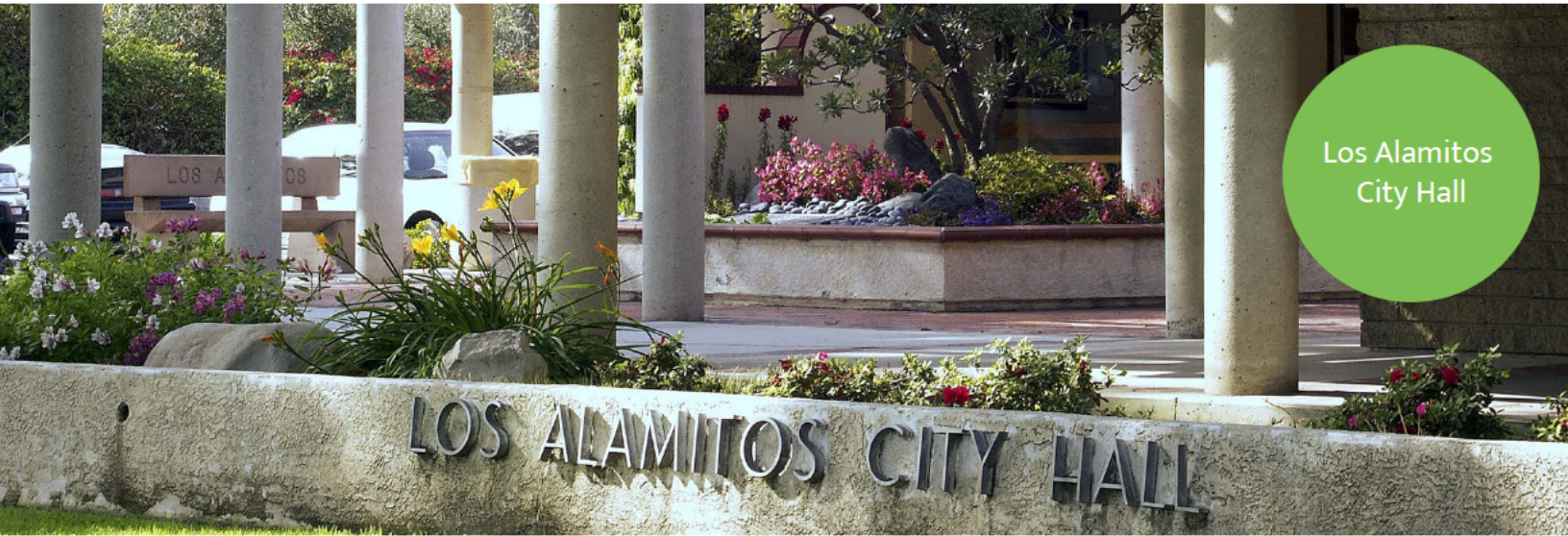
Chet: With including three countries (United States, Mexico and Spain) in the city’s logo design, there was a desire by city council and staff to reflect our respect for the presences of the military base and the various cultures that settled within Los Al’s current boundaries prior to the establishment of Orange County and our cityhood. The logo also incorporates cottonwood trees which is Los Alamitos’ namesake.



In what you hear out and about in the community, what are the most important quality of life characteristics that residents are seeking when calling the City of Los Alamitos their hometown?

Chet: Residents have communicated to the city council and staff that their quality of life includes addressing the needs of our seniors, public safety and ensuring the city’s charter supports the planning needs of the community. In response to that, the council has adopted a Senior Master Plan to address the needs of our residents in age range of 50 to 100 years. Additionally, we are improving areas of public safety by collaborating more with our school districts. Lastly, amendments to the city’s charter that support modernization projects will be on the fall ballot for consideration by our residents. We learned a lot during the pandemic by getting out and meeting with residents. A theme that I’ve embraced is “build the arc before the rain.”

CONTINUED 



Los Alamitos
City Hall

Can the City deliver on what residents are seeking and has the pandemic impacted the City’s ability to do so?

Chet: Yes, we can. As a small city, the pandemic forced us to reevaluate the ways services were being delivered. During that time, we also went out into our neighborhoods to hear their thoughts and adapted to new ways of doing business, including embracing the option of virtual meetings and delivering city council meetings directly to their homes. Los Al’s neighborhoods include tight-knit communities, and being a small city allows us to stay connected to them. A lesson we’ve learned is that to stay connected to our neighborhoods, the city must modernize its infrastructure to meet our residents where they are today.

Your professional career includes executive positions with cities with a population of approximately 12,000 and 90,000 residents. What are the stark differences, if any, in providing leadership to staff of cities with distinct differences in staff?

Chet: For me, the work is the same. In my role with Los Al, I’ve experienced responsive leadership from the city council, and the biggest thing for me is to ensure that our staff have the resources needed to carry out responsibilities. At Los Al, staff have the flexibility to collaborate across departments to support one another and not do things in a vacuum. At Los Al, there is a presence of gaining something from someone else, and we believe in one city, one team. These things may be harder to do on a larger scale.

For your tenure as a public servant, in particular with Los Alamitos, what are you most proud of?

Chet: I am very proud of the dedicated and creative team we have at the city. We have committed department heads and members of the police department that are out there with the community. There is an authenticity and comradery that exist among our entire staff.



Chet Simmons

Chet Simmons was appointed the City Manager of Los Alamitos in 2020 where he leads implementation of city-council adopted policies and the city’s executive team. Chet arrived at Los Alamitos by way of the City of Westminster where he served in numerous capacities for 13 years.

With an area of 4.1 square miles, the City of Los Alamitos is located along the western boundary of Orange County, adjacent to the cities of Cypress, Seal Beach and Long Beach. The City is home to approximately 12,000 residents and is known for its majestic parks and California Distinguished and Blue Ribbon schools.

How Well Do You Know OC LAFCO?



The newly added feature to *The Pulse* is where our readers may sharpen or express their knowledge about LAFCO. A big thank you to Chet Simmons for hanging around after his interview to be the very first to show his knowledge on LAFCO.

OC LAFCO POP QUIZ

#1: Is the “O” in acronym for LAFCO appropriately lower (LAFCo) or upper case (LAFCO)?

Chet’s Answer: The “O” should be capitalized. When all letters in the acronym are capitalized, it lets people know you are a big deal.

#2: How many Commissioners serve on OC LAFCO?

Chet’s Answer: Is it 15?

#3: What year were LAFCOs established?

Chet’s Answer: 1900s, I think.

#4: What is the name of the statewide organization that represents 56 LAFCOs?

Chet’s Answer: Is it CSDA?

With a few lifelines thrown his way, Chet passed our pop quiz with a near-perfect score! To see how well you scored, check out the answers at the bottom of this page.



City of
Cypress

Quiz Answers: **1** Upper case “O,” according to OC LAFCO. **2** 11. **3** 1963. **4** CALAFCO.



2024 Board Meeting Calendar

JANUARY						
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- Board Meetings
 - Outreach Committee Meeting
 - Calendar Committee Meeting
 - Franchise Committee Meeting
 - ISDOC Qrtly Luncheon
 - Clean-up event
-
- Special Events/Conferences**
- 1/13 Tet Foundation Dinner
 - 2/3 MCSO Open House
 - 2/10 WM Tet Festival
 - 3/23 WM Bunny Hop Event
 - 4/15-17 CSDA Leadership Conference
 - 4/20 WM Earth Day Event
 - 5/6-9 WasteExpo Conference
 - 5/21-22 CSDA Legislative Days
 - 7/17 WM Safety Day Sigler Park
 - 7/20 Compost Event
 - 7/27 Community Workshop
 - 9/9-12 CSDA Annual Conference
 - 9/14 85th Anniversary Event
 - 9/24 Grant Writing Workshop
 - 9/26-9/29 WM Fall Festival Event
 - 9/27 OcTax Meet & Greet
 - 10/17 Townsend Outing
 - 10/23 Roses & Radishes Event
 - 10/25 State of OC San Event
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- Holiday - Office Closed**
- 1/1 New Year's Day
 - 2/19 President's Day
 - 5/27 Memorial Day
 - 7/4 Independence Day
 - 9/2 Labor Day
 - 11/28 Thanksgiving Day
 - 12/25 Christmas Day