

*Salton Community Services District*

**REGULAR MEETING *Agenda***

**December 20, 2023**

**Closed Session 1:00 p.m.**

**Open Session 2:00 p.m.**

**1209 Van Buren Ave.**

**Salton City, CA 92275**

**[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)**

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Oracio Lemus, Field Foreman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER: 1:00 p.m.**

**2. ROLL CALL:**

**3. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes for each person. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue.

**4. CLOSED SESSION ITEMS:**

- A. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702
- B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: JALYNDA ELLEN ALEXANDER, Petitioner, vs. SALTON COMMUNITY SERVICES DISTRICT Respondent, Immanuel Ramos; Manuel Henry Ramos Real Parties in Interest. (Imperial County Superior Court Case # ECU003061)

- C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Paragraph (1) of subdivision (d) of Section 54956.9) Name of case:  
SALTON COMMUNITY SERVICES DISTRICT, a California special district,  
Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-  
50, inclusive (Imperial County Superior Court Case # ECU002875
- D. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d)  
of Section 54956.9: (One case: Demand for Health Benefits by employee Steven  
Prager)
- E. Conference with Labor Negotiators (Government Code § 54957.6)  
District designated representatives: Emmanuel Ramos, Christina Sutton, Robert  
Patterson, and Lena Wade Employee organization: Laborer's' International Union  
of North America Local No. 1184

**5. OPEN SESSION: 2:00 pm**

**6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President**

**7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

**8. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest. Comments are not to be directed towards an individual or individuals but to the Board on a specific issue

**9. BOARD MEMBER COMMENTS:**

**10. CONSENT CALENDAR ITEMS:**

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the board of directors at one time without discussion. If any board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- A. Approve the Minutes for the Regular Meeting of November 15, 2023.[pg. 5]
- B. Approve the Minutes for the Special Meeting on November 6, 2023.[pg. 11]
- C. Approve demands for the month of November 2023.
- D. Slovak, Baron, Empey, Murphy, & Pinkney (\$13,697.82)

**11. REPORTS:**

- A. Interim General Manager's report [pg. 12]
- B. Finance Officer's report
- C. Field Foreman's report [pg. 27]
- D. Park Supervisor's report [pg. 29]

**12. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:**

- A. Architectural Committee Report

**13. UNFINISHED BUSINESS:**

**14. NEW BUSINESS:**

- A. Approve the district to accept donations from Burrtec and the County of Imperial to purchase toys for the children of the community.
- B. Approval of Annual Children's Christmas Present Giveaway on 12-22-2023.  
[pg.31]
- C. Approve execution of Professional Services Agreement with Koff & Associates by Interim General Manager. [pg. 32]

**D. Resolution No. 2023-12-20-01**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT AS COVENANTED TO IN THE SETTLEMENT AGREEMENT DATED NOVEMBER 16, 2023, BETWEEN THE IMPERIAL COUNTY LOCAL AGENCY FORMATION COMMISSION (“LAFCO”) AND THE SALTON COMMUNITY SERVICES DISTRICT. [pg.74]

**E. Resolution No. 2023-12-20-02**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING A SERVICE AREA PLAN PREPARED FOR THE IMPERIAL COUNTY LOCAL AGENCY FORMATION COMMISSION (LAFCO) [pg. 86]

F. Appoint a New Vice President of the Board

G. Appoint a New President of the Board

**15. ADJOURNMENT:**

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**Sonia Thania Garcia, Secretary of the Board**

Upon written request, this agenda will be made in an appropriate alternative format to persons with disabilities as required by Section 202 of the American with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the Secretary of the Board at least 72 hours before the meeting. Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at 1209 Van Buren St, Suite 1, Salton City, California 92275.

*Salton Community Services District*  
**REGULAR MEETING *MINUTES***

**November 15, 2023**  
**Closed Session 1:00 p.m.**  
**Open Session 2:00 p.m.**  
**1209 Van Buren Ave.**  
**Salton City, CA 92275**  
[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Oracio Lemus, Field Foreman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER: 1:00 p.m.**

**2. ROLL CALL:**

Michelle Gilmore- Present  
Michael Friese- Present  
Manuel Ramos- Absent

Lidia A. Sierra- Present  
Dale Johnson- Present

**3. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3, the public has the right to address the board regarding any closed session items listed on the **closed session agenda** prior to the board adjourning into closed session. Anyone who wishes to address the Board, please come to the microphone. Public comments are limited to (3) minutes for each person. Public comments regarding the resolution prohibiting the use of recording devices in closed session may also be made.

**No Comments**

**4. CLOSED SESSION ITEMS:**

- A. CONFERENCE WITH LEGAL COUNSEL-Existing Litigation Pursuant to Government Code Section 54956.9(d)(1) Roxana Chavez v. Salton Services Community District, et al. Imperial County Superior Court Case No.: ECU002702

**No Reportable Action**

- B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: JALYNDA ELLEN ALEXANDER, Petitioner, vs. SALTON COMMUNITY SERVICES DISTRICT Respondent, Immanuel Ramos; Manuel Henry Ramos Real Parties in Interest. (Imperial County Superior Court Case # ECU003061)

**The board reviewed the Ruling and Order on Writ of Mandate filed on November 9, 2023. In the case of Jalynda Ellen Alexander vs Salton Community Services District, the ruling provides as follows. SCSD Board member Manuel Ramos did not have a conflict of interest requiring disqualification from participation in the rate increase process. The address list the district used for the mailing of the March notice and the June notice were in substantive and procedural compliance with Proposition 218. The district complied with the Proposition 218 process, the ruling reads the Court has exercised its independent judgment and finds the administrative record demonstrates no violation of constitutional standards. Accordingly, and in light of the foregoing, the Petition for Writ of Mandate is denied. Signed on November 9, 2023, L Brooks Aderholt.**

- C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case:  
SALTON COMMUNITY SERVICES DISTRICT, a California special district, Plaintiff, vs. MITCHELL EDWARD MANSFIELD, an individual; and DOES 1-50, inclusive (Imperial County Superior Court Case # ECU002875)

**No Reportable Action**

- D. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case)

**No Reportable Action**

**5. OPEN SESSION: 2:00 pm**

**6. PLEDGE OF ALLEGIANCE: Michelle Gilmore, President**

**7. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

**8. PUBLIC COMMENTS:**

Pursuant to California Government Code Section 54954.3 members of the public may address the Board at this time on any items of public interest that are within the Board's subject matter jurisdiction. The Ralph M. Brown Act, however, prohibits the Board from taking action on any

matter not appearing on the agenda. Those who wish to address the Board should come to the microphone. Members of the public will be given three (3) minutes to address the board on any items of public interest.

## **9. BOARD MEMBER COMMENTS:**

**President Gilmore-** The West Shores Senior Center is having its Thanksgiving Dinner. Thanks to Manager Kimo from WinCo for donating 15 turkeys and Mike Veto from Burrtec who donated money in the form of a WinCo gift card.

**Vice President Friese-** Imperial County Public Works John Gay came down to the Senior Center and talked about some main roads that will be fixed. There will be a ribbon cutting for the West Shores High School for a new computer lab that was donated by the Palm Desert Rotary Club.

**Director Ramos-** Absent

**Director Sierra-** No Comment

**Director Johnson-** No Comment

## **10. CONSENT CALENDAR ITEMS:**

Consent calendar items are expected to be routine and non-controversial, to be acted upon by the board of directors at one time without discussion. If any board member requests that an item be removed from the consent calendar, it will be removed so that it may be acted upon separately.

- A.** Approve the Minutes for the Regular Meeting of October 18, 2023.
- B.** Approve demands for the month of October 2023.
- C.** Slovak, Baron, Empey, Murphy, & Pinkney (\$19,157.07)

**Director Johnson** motioned to approve the Consent Calendar Items for October.  
**Vice President Friese** seconded the motion.

### **Roll Call:**

**President Gilmore** Yes  
**Vice President Friese** Yes  
**Director Ramos** Absent

**Director Sierra** No  
**Director Johnson** Yes

**Motion Passes 3-1**

**11. REPORTS:**

- A. Interim General Manager's report
- B. Finance Officer's report
- C. Field Foreman's report
- D. Park Supervisor's report

**12. MEMBERS OF THE BOARD REPORTS: STANDING COMMITTEE:**

- A. Architectural Committee Report

**Israel Gonzales- reported on the plans that have been approved last meeting. One was approved and it is a two-story house that will be built using containers.**

**13. UNFINISHED BUSINESS:**

- A. THE SECOND READING OF AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT, REQUIRING THE PAYMENT OF ATTORNEYS' FEES BY CERTAIN PARTIES.

**Vice President Friese motioned to approve the Ordinance No. 2023-11. President Gilmore seconded the motion.**

**Roll Call:**

**President Gilmore Yes**

**Director Sierra No**

**Vice President Friese Yes**

**Director Johnson Yes**

**Director Ramos Absent**

**Motion Passes 3-1**

**14. NEW BUSINESS:**

- A. Discussion and Approval for the Proposals on the Shade Structure for Desert Shores Park.

**Vice President Friese motioned to approve the Shade Structure for Desert Shores and suggested to go with Creative Shade Solutions. President Gilmore seconded the motion.**

**Roll Call:**

**President Gilmore Yes**

**Director Sierra Yes**

**Vice President Friese Yes**

**Director Johnson Yes**

**Director Ramos Absent**

**Motion Passes 4-0**

- B. Discussion and Approval of the Pump for Station 24 Fairbanks for the Submersion Pump Rebuild.

**Director Johnson motioned to approve the Pump Rebuild for Station 24. Vice President Friese seconded the motion.**

**Roll Call:**

**President Gilmore Yes  
Vice President Friese Yes  
Director Ramos Absent**

**Director Sierra Yes  
Director Johnson Yes**

**Motion Passes 4-0**

- C. Discussion and Approval of the Budget Amendment 2023-2024.

**President Gilmore motioned to approve the Budget Amendment 2023-2024. Director Johnson seconded the motion.**

**Roll Call:**

**President Gilmore Yes  
Vice President Friese Yes  
Director Ramos- Absent**

**Director Sierra Yes  
Director Johnson Yes**

**Motion Passes 4-0**

- D. Discussion and Approval for the Total Compensation Study Proposals.

**Director Johnson motioned to approve the Total Compensation Study and suggested Koff Associated Proposal. The Vice President seconded the motion.**

**Roll Call:**

**President Gilmore Yes  
Vice President Friese Yes  
Director Ramos Absent**

**Director Sierra No  
Director Johnson Yes**

**Motion Passes 3-1**

- E. Discussion of the Service Area Plan (Revised November 2023).

**Director Johnson motioned to approve the Service Area Plan. Vice President Friese seconded the motion.**

**Roll Call:**

**President Gilmore Yes  
Vice President Friese Yes  
Director Ramos Absent**

**Director Sierra Yes  
Director Johnson Yes**

**Motion Passes 4-0**

## **15. ADJOURNMENT:**

**Director Johnson motioned to adjourn the meeting at 3:06 pm. Vice President Friesse seconded the motion.**

### **Roll Call:**

**President Gilmore Yes**

**Director Sierra Yes**

**Vice President Friesse Yes**

**Director Johnson Yes**

**Director Ramos Absent**

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Michelle Gilmore, Board President

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### **Sonia Thania Garcia, Secretary of the Board**

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*Salton Community Services District*  
**SPECIAL MEETING Minutes**  
November 6, 2023  
Closed Session 12:00 p.m.  
1209 Van Buren Ave.  
Salton City, CA 92275  
[www.saltoncsd.ca.gov](http://www.saltoncsd.ca.gov)

**BOARD OF DIRECTORS:**

Michelle Gilmore, President  
Michael Friese, Vice President  
Manuel Ramos, Director  
Lidia A. Sierra, Director  
Dale Johnson, Director

**STAFF:**

Emmanuel Ramos, Interim General  
Manager  
Thania Garcia, Board Secretary  
Christina Sutton, Finance Officer  
Oracio Lemus, Field Foreman  
Stephen Prager, Park Supervisor

**1. CALL TO ORDER: 12:00 p.m.**

**2. ROLL CALL:**

**3. PUBLIC COMMENTS:**

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**4. CLOSED SESSION ITEMS:**

**A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case)

**No Reportable Action**

**5. ANNOUNCEMENT OF CLOSED SESSION ACTIONS:**

**6. ADJOURNMENT:**

**Vice President Friese motioned to adjourn the meeting at 1:12pm. Director Ramos seconded the motion. Unanimously.**

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**Sonia Thania Garcia, Secretary of the Board**

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**Michelle Gilmore, President of the Board**

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1209 Van Buren Ave. Suite 1  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
[scsd@saltoncsd.ca.gov](mailto:scsd@saltoncsd.ca.gov)

## **General Manager Report**

### **Desert Shores Park Soccer Field,**

On November 29<sup>th</sup>, 2023, 9 am SCSD met with Eddie Cedeño from Imperial County Public Works Facility Services, 6 companies participated in the pre bid conference.

### **LAFCO Hearing**

On November 16<sup>th</sup>, 2023, LAFCO announced the great news, SCSD is no longer in dissolution. Great appreciation to our staff's hard work, dedication and transparency with LAFCO and our Community.

### **Kyle Groundwater, Ink**

Russell Kyle was contracted by SCSD to assist with the technical report needed to submit to the Water Quality Control Board for review.

# Salton Community Services District

## Profit and Loss

November 2023

	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
Income				
4-1000 Revenue - GF				\$0.00
4-1101 Property Tax - Secured - GF	0.00			\$0.00
4-1102 Property Tax - Unsecured - GF	27,625.23			\$27,625.23
4-1104 Tax - Supplemental - GF	732.69			\$732.69
<b>Total 4-1000 Revenue - GF</b>	<b>28,357.92</b>			<b>\$28,357.92</b>
4-1125 Architectural Plan Fees - GF	50.00			\$50.00
4-1304 Cell Tower Rent - GF	1,739.20			\$1,739.20
4-1307 Burrtec Waste Contract - GF	3,841.71			\$3,841.71
4-1612 FD Utility (rental) Income - GF	1,250.00			\$1,250.00
4-2107 Admin Fees from GF - SM			0.00	\$0.00
4-2203 Checking Interest Income - SM			0.46	\$0.46
4-2300 Misc. Income - SM			41,919.19	\$41,919.19
4-2401 Ste.2 Rental Income - SM (ICFL)			520.00	\$520.00
4-3203 Checking Interest Income - SC		0.04		\$0.04
Services			468.08	\$468.08
<b>Total Income</b>	<b>\$35,238.83</b>	<b>\$0.04</b>	<b>\$42,907.73</b>	<b>\$78,146.60</b>
<b>GROSS PROFIT</b>	<b>\$35,238.83</b>	<b>\$0.04</b>	<b>\$42,907.73</b>	<b>\$78,146.60</b>
Expenses				
6-1300 Supplies Expense - GF	28.26			\$28.26
6-1302 GF Internet service expense	2,598.96			\$2,598.96
6-1400 Banck Charge Expense - GF	52.37			\$52.37
6-1501 GF Auditing Expense	4,837.50			\$4,837.50
6-1504 GF Engineering Service Expense	3,690.50			\$3,690.50
6-1600 Building/Grounds Expense - GF	108.71			\$108.71
6-1802 Admin Fees Due to SM - GF	-4,158.32		4,158.32	\$0.00
6-2003 Street Light Expense - ND	2,492.62			\$2,492.62
6-2301 District Legal Expense - ND	6,848.90			\$6,848.90
6-3201 GF telephone expense	12.19			\$12.19
6-3202 FD water service expense	43.41			\$43.41
6-3203 FD electric service expense	407.13			\$407.13
6-3207 GF technical expense	94.13			\$94.13
6-3312 FD Building Maintenance	863.44			\$863.44
6-3460 FD bldg & grounds expense	170.00			\$170.00
6-4101 PW Wages Expense			8,439.20	\$8,439.20
6-4105 PW retirees health benefits exp	374.76			\$374.76
6-4710 PW vehicle maintenance expense	571.58			\$571.58
6-4720 PW fuel and oil expense	500.86			\$500.86
6-5102 SC Park water service expense	142.06			\$142.06
6-5103 SC Park electric service exp	60.00			\$60.00
6-5106 SC Park equip/bldg maint. exp	307.00			\$307.00

# Salton Community Services District

## Profit and Loss

November 2023

	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-5302 DS Park water service expense	70.26			\$70.26
6-5303 DS Park electric service exp	225.21			\$225.21
6-5305 DS Park supplies expense	70.63			\$70.63
6-5306 DS Park equip/bldg maint. exp	6,566.78			\$6,566.78
6-5403 Office Electrical Expense			1,546.80	\$1,546.80
6-5503 Duplex/SCSD Lights Electrical Expense	104.86			\$104.86
6-6101 SM maint. crew wages expense			26,835.41	\$26,835.41
6-6102 SM employer expense			4,190.75	\$4,190.75
6-6104 SM health benefits expense			9,847.14	\$9,847.14
6-6105 Sm retiree health benefits exp			2,058.99	\$2,058.99
6-6109 SM clerical office wages exp			9,758.40	\$9,758.40
6-6110 SM administration. (GM) wages			8,461.56	\$8,461.56
6-6113 SM Directors' Compensation exp			800.00	\$800.00
6-6205 SM work boots expense	216.49		270.61	\$487.10
6-6206 SM janitorial supplies expense			89.38	\$89.38
6-6300 SM Bank Charges Expenses			2.00	\$2.00
6-6401 SM vehicle maintenance expense			272.06	\$272.06
6-6402 SM equipment maintenance exp			391.05	\$391.05
6-6405 SM fuel & oil expense			1,490.15	\$1,490.15
6-6407 SM shop supplies expense			150.31	\$150.31
6-6501 SM water service expense			356.21	\$356.21
6-6502 SM electric service expense			16,606.07	\$16,606.07
6-6503 SM telephone expense			231.55	\$231.55
6-6504 SM cell phone expense			959.68	\$959.68
6-6505 SM underground alerts expense			64.25	\$64.25
6-6506 SM internet service expense			3,898.44	\$3,898.44
6-6606 SM waste discharge fee expense			47,393.00	\$47,393.00
6-6711 SM sewer lines maint. expense			3,767.11	\$3,767.11
6-6712 SM pump station maint expense			502.02	\$502.02
6-6713 SM sewer pond maint expense			2,313.88	\$2,313.88
6-6750 SM lab testing expense			769.33	\$769.33
6-6752 SM Engineering Service Expense			3,690.50	\$3,690.50
6-6807 SM Office Supplies Expense			429.22	\$429.22
6-6810 SM/GF Advertising Expense			548.34	\$548.34
6-6811 SM Loan Interest Expense			3,421.01	\$3,421.01
6-6831 SM Legal Expense			6,848.92	\$6,848.92
6-6832 SM Auditing Expense			4,837.50	\$4,837.50
6-6833 SM technical expense			1,788.49	\$1,788.49
6-6854 SM/GF Copier Lease/Maint. Expense	415.18		415.20	\$830.38
6-6856 SM Subscriptions Expense	249.00		200.00	\$449.00
6-6894 SM Payroll Processing Fee Exp.			183.11	\$183.11

# Salton Community Services District

## Profit and Loss

November 2023

	GENERAL FUND	SEWER CONSTRUCTION	SEWER MAINTENANCE	TOTAL
6-7601 GF Duplex Water Service Expense	13.41			\$13.41
<b>Total Expenses</b>	<b>\$27,977.88</b>	<b>\$0.00</b>	<b>\$177,985.96</b>	<b>\$205,963.84</b>
NET OPERATING INCOME	<b>\$7,260.95</b>	<b>\$0.04</b>	<b>\$ -135,078.23</b>	<b>\$ -127,817.24</b>
NET INCOME	<b>\$7,260.95</b>	<b>\$0.04</b>	<b>\$ -135,078.23</b>	<b>\$ -127,817.24</b>

# Salton Community Services District

## Transaction Report

November 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Supplies Expense - GF							
General Fund							
11/21/2023	Bill		Smart & Final	Tri fold paper towels	6-1300 Supplies Expense - GF	2-2202 Accounts Payable:Accounts Payable - SM	28.26
Total for General Fund							\$28.26
Total for Supplies Expense - GF							\$28.26
GF Internet service expense							
General Fund							
11/21/2023	Bill	8019	JetWire Inc.	Annual Charge-Internet Service for SC & DS Park	6-1302 GF Internet service expense	2-2202 Accounts Payable:Accounts Payable - SM	2,598.96
Total for General Fund							\$2,598.96
Total for GF Internet service expense							\$2,598.96
Banck Charge Expense - GF							
General Fund							
11/14/2023	Check	ACH		Analysis Activity	6-1400 Banck Charge Expense - GF	1-1211 Cash in Banks:General Fund	52.37
Total for General Fund							\$52.37
Total for Banck Charge Expense - GF							\$52.37
GF Auditing Expense							
General Fund							
11/30/2023	Bill	1123-33	O'Connor & Company	Project:CSD-3112 Professional Services rendered through 11/30/2023	6-1501 GF Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	2,737.50
11/30/2023	Bill	1123-37	O'Connor & Company	Project:CSD-3112 Professional Services rendered through 11/30/2023	6-1501 GF Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	2,100.00
Total for General Fund							\$4,837.50
Total for GF Auditing Expense							\$4,837.50
GF Engineering Service Expense							
General Fund							
11/13/2023	Bill	116427	Petra Geosciences Inc.	Project: 23-210 Services Provided through October 31, 2023	6-1504 GF Engineering Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	3,690.50
Total for General Fund							\$3,690.50
Total for GF Engineering Service Expense							\$3,690.50
Building/Grounds Expense - GF							
General Fund							
11/29/2023	Bill		Home Depot	Florescent Tubes	6-1600 Building/Grounds Expense - GF	2-2202 Accounts Payable:Accounts Payable - SM	108.71
Total for General Fund							\$108.71
Total for Building/Grounds Expense - GF							\$108.71
Admin Fees Due to SM - GF							
General Fund							
11/06/2023	Journal Entry	CS110923-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-1,000.07
11/15/2023	Journal Entry	CS111623-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-1,051.60
11/20/2023	Journal Entry	CS112323-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-1,035.76
11/29/2023	Journal Entry	CS113023-3		FY 23-24 to date 10% Wages	6-1802 Admin Fees Due to SM - GF	-Split-	-1,070.89
11/29/2023	Journal Entry	CS113023-4		7% Admin Fee From Imperial County GF Check	6-1802 Admin Fees Due to SM - GF	-Split-	-1,985.05
11/29/2023	Journal Entry	CS112923		7% Admin Fee From Imperial County GF Check	6-1802 Admin Fees Due to SM - GF	-Split-	1,985.05
Total for General Fund							\$ -4,158.32
Sewer Maintenance							
11/06/2023	Journal Entry	CS110923		Pay Period: 10/30/2023 to: 11/05/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,000.07
11/13/2023	Journal Entry	CS111623		Pay Period: 11/06/2023 to: 11/12/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,051.60
11/20/2023	Journal Entry	CS112323		Pay Period: 11/13/2023 to: 11/19/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,035.76
11/27/2023	Journal Entry	CS113023		Pay Period: 11/20/2023 to: 11/26/2023	6-1802 Admin Fees Due to SM - GF	-Split-	1,070.89
Total for Sewer Maintenance							\$4,158.32

# Salton Community Services District

## Transaction Report

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
<b>Total for Admin Fees Due to SM - GF</b>							<b>\$0.00</b>
Street Light Expense - ND							
General Fund							
11/07/2023	Bill		IID	SC Street Lights Electrical Service Expense 10/05/23-11/02/2023 Account# 50007900	6-2003 Street Light Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	2,492.62
<b>Total for General Fund</b>							<b>\$2,492.62</b>
<b>Total for Street Light Expense - ND</b>							<b>\$2,492.62</b>
District Legal Expense - ND							
General Fund							
11/30/2023	Bill	84236	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	705.00
11/30/2023	Bill	84237	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	1,267.50
11/30/2023	Bill	84235	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	4,821.43
11/30/2023	Bill	84238	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-2301 District Legal Expense - ND	2-2202 Accounts Payable:Accounts Payable - SM	54.97
<b>Total for General Fund</b>							<b>\$6,848.90</b>
<b>Total for District Legal Expense - ND</b>							<b>\$6,848.90</b>
GF telephone expense							
General Fund							
11/28/2023	Bill	297297	Cytracom	District Office Monthly Phone Service Bill	6-3201 GF telephone expense	2-2202 Accounts Payable:Accounts Payable - SM	12.19
<b>Total for General Fund</b>							<b>\$12.19</b>
<b>Total for GF telephone expense</b>							<b>\$12.19</b>
FD water service expense							
General Fund							
11/02/2023	Bill		CVWD	Fire Department House Water Service Account# 645615-117834	6-3202 FD water service expense	2-2202 Accounts Payable:Accounts Payable - SM	43.41
<b>Total for General Fund</b>							<b>\$43.41</b>
<b>Total for FD water service expense</b>							<b>\$43.41</b>
FD electric service expense							
General Fund							
11/03/2023	Bill		IID	Fire Department House Electrical Service 10/03/23-10/31/23 Account# 50696333	6-3203 FD electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	407.13
<b>Total for General Fund</b>							<b>\$407.13</b>
<b>Total for FD electric service expense</b>							<b>\$407.13</b>
GF technical expense							
General Fund							
11/01/2023	Bill	3033- 11012023-17	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-3207 GF technical expense	2-2202 Accounts Payable:Accounts Payable - SM	94.13
<b>Total for General Fund</b>							<b>\$94.13</b>
<b>Total for GF technical expense</b>							<b>\$94.13</b>
FD Building Maintenance							
General Fund							
11/03/2023	Bill	2931	Overhead Door Company	2nd Rollup Door repair @ 1520 Nile Dr. (FD House)	6-3312 FD Building Maintenance	2-2202 Accounts Payable:Accounts Payable - SM	475.00
11/29/2023	Bill		Home Depot	Materials for roof repair at 1520 Nile Dr (old fire station)	6-3312 FD Building Maintenance	2-2202 Accounts Payable:Accounts Payable - SM	349.93
11/29/2023	Bill		Home Depot	3/4 hose & Shower Head for 1520 Nile Dr. (Old Fire Station)	6-3312 FD Building Maintenance	2-2202 Accounts Payable:Accounts Payable - SM	38.51
<b>Total for General Fund</b>							<b>\$863.44</b>
<b>Total for FD Building Maintenance</b>							<b>\$863.44</b>
FD bldg & grounds expense							
General Fund							
11/21/2023	Bill	170	J/G Air Conditioning	A/C Service Call - 1520 Nile Dr. (Old Fire Station)	6-3460 FD bldg & grounds expense	2-2202 Accounts Payable:Accounts Payable - SM	170.00

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
<b>Total for General Fund</b>							<b>\$170.00</b>
<b>Total for FD bldg &amp; grounds expense</b>							<b>\$170.00</b>
PW Wages Expense							
Sewer Maintenance							
11/06/2023	Journal Entry	CS110923-2		Payroll accrual 11/05/23	6-4101 PW Wages Expense	-Split-	2,088.80
11/13/2023	Journal Entry	CS111623-2		Payroll accrual 11/12/23	6-4101 PW Wages Expense	-Split-	2,088.80
11/20/2023	Journal Entry	CS112324		Payroll accrual 11/19/23	6-4101 PW Wages Expense	-Split-	2,088.80
11/27/2023	Journal Entry	CS113023-2		Payroll accrual 11/26/23	6-4101 PW Wages Expense	-Split-	2,172.80
<b>Total for Sewer Maintenance</b>							<b>\$8,439.20</b>
<b>Total for PW Wages Expense</b>							<b>\$8,439.20</b>
PW retirees health benefits exp							
General Fund							
11/01/2023	Check	0453	Fair, Clarence R.	Retiree Health Benefit for the Month of December 2023	6-4105 PW retirees health benefits exp	1-1211 Cash in Banks:General Fund	374.76
<b>Total for General Fund</b>							<b>\$374.76</b>
<b>Total for PW retirees health benefits exp</b>							<b>\$374.76</b>
PW vehicle maintenance expense							
General Fund							
11/28/2023	Bill		O'Reilly Auto Parts	Unit# 11 Replacement fuel composition sensor, door hinge kit	6-4710 PW vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	571.58
<b>Total for General Fund</b>							<b>\$571.58</b>
<b>Total for PW vehicle maintenance expense</b>							<b>\$571.58</b>
PW fuel and oil expense							
General Fund							
11/15/2023	Bill	0798312	SC Fuels	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	2-2202 Accounts Payable:Accounts Payable - SM	259.15
11/30/2023	Bill	0805313	SC Fuels	Fuel Card Expense-GF	6-4720 PW fuel and oil expense	2-2202 Accounts Payable:Accounts Payable - SM	241.71
<b>Total for General Fund</b>							<b>\$500.86</b>
<b>Total for PW fuel and oil expense</b>							<b>\$500.86</b>
SC Park water service expense							
General Fund							
11/03/2023	Bill		CVWD	SC Park Water Service Account# 106457-145806	6-5102 SC Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	56.27
11/30/2023	Bill		CVWD	SC Park Water Service Account# 106457-145806	6-5102 SC Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	85.79
<b>Total for General Fund</b>							<b>\$142.06</b>
<b>Total for SC Park water service expense</b>							<b>\$142.06</b>
SC Park electric service exp							
General Fund							
11/03/2023	Bill		IID	Electrical Expense 10/03/23-10/31/23 Account# 50007986	6-5103 SC Park electric service exp	2-2202 Accounts Payable:Accounts Payable - SM	60.00
<b>Total for General Fund</b>							<b>\$60.00</b>
<b>Total for SC Park electric service exp</b>							<b>\$60.00</b>
SC Park equip/bldg maint. exp							
General Fund							
11/09/2023	Bill	5314	First Call Security & Sound LLC	Repair Remote Access to camera's at SC Park	6-5106 SC Park equip/bldg maint. exp	2-2202 Accounts Payable:Accounts Payable - SM	307.00
<b>Total for General Fund</b>							<b>\$307.00</b>
<b>Total for SC Park equip/bldg maint. exp</b>							<b>\$307.00</b>
DS Park water service expense							
General Fund							
11/06/2023	Bill		CVWD	DS Park Water Service Expense Account# 100569-101606	6-5303 DS Park water service expense	2-2202 Accounts Payable:Accounts Payable - SM	70.26
<b>Total for General Fund</b>							<b>\$70.26</b>
<b>Total for DS Park water service expense</b>							<b>\$70.26</b>
DS Park electric service exp							
General Fund							
11/03/2023	Bill		IID	Desert Shores Park Electrical Expense 10/03/2023-10/31/2023 Account# 50356177	6-5303 DS Park electric service exp	2-2202 Accounts Payable:Accounts Payable -	225.21

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
						SM	
<b>Total for General Fund</b>							<b>\$225.21</b>
<b>Total for DS Park electric service exp</b>							<b>\$225.21</b>
DS Park supplies expense							
General Fund							
11/13/2023	Bill		Smart & Final	5g Simple Green, Scotch Bright Pads-Cleaning supplies	6-5305 DS Park supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	60.88
11/29/2023	Bill		Home Depot	Fertilizer for Trees	6-5305 DS Park supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	9.75
<b>Total for General Fund</b>							<b>\$70.63</b>
<b>Total for DS Park supplies expense</b>							<b>\$70.63</b>
DS Park equip/bldg maint. exp							
General Fund							
11/20/2023	Bill	2023-0353	Creative Shade Solutions	Replacement Shade Cover for DS Park	6-5306 DS Park equip/bldg maint. exp	2-2202 Accounts Payable:Accounts Payable - SM	6,534.00
11/21/2023	Bill		Ferguson Enterprises LLC	1 1/2" spud assembly for DS Park Bathroom	6-5306 DS Park equip/bldg maint. exp	2-2202 Accounts Payable:Accounts Payable - SM	14.50
11/21/2023	Bill		Lowes	Transformer replacement for Sprinklers at DS Park	6-5306 DS Park equip/bldg maint. exp	2-2202 Accounts Payable:Accounts Payable - SM	18.28
<b>Total for General Fund</b>							<b>\$6,566.78</b>
<b>Total for DS Park equip/bldg maint. exp</b>							<b>\$6,566.78</b>
Office Electrical Expense							
Sewer Maintenance							
11/03/2023	Bill		IID	Electrical Service Expense suite 1,2, 3, 4 10/03/23-10/31/23 Account# 50638778 Suite 2 Account# 50638757 Suite 4 Account# 50782673 Suite 3 Account# 50638777 Suite 1	6-5403 Office Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	1,546.80
<b>Total for Sewer Maintenance</b>							<b>\$1,546.80</b>
<b>Total for Office Electrical Expense</b>							<b>\$1,546.80</b>
Duplex/SCSD Lights Electrical Expense							
General Fund							
11/03/2023	Bill		IID	SC Entrance Lights Electrical Service Expense 10/03/23-10/31/23 Account# 50053794	6-5503 Duplex/SCSD Lights Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34
11/03/2023	Bill		IID	Duplex Electrical Expense 10/03/23-10/31/23 Account# 50778496	6-5503 Duplex/SCSD Lights Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	80.18
11/03/2023	Bill		IID	DS Drive Entrance Lights 10/03/2023-10/31/2023 Account# 50039659	6-5503 Duplex/SCSD Lights Electrical Expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34
<b>Total for General Fund</b>							<b>\$104.86</b>
<b>Total for Duplex/SCSD Lights Electrical Expense</b>							<b>\$104.86</b>
SM maint. crew wages expense							
Sewer Maintenance							
11/06/2023	Journal Entry	CS110923-2		Payroll accrual 11/05/23	6-6101 SM maint. crew wages expense	-Split-	6,479.58
11/13/2023	Journal Entry	CS111623-2		Payroll accrual 11/12/23	6-6101 SM maint. crew wages expense	-Split-	6,652.44
11/20/2023	Journal Entry	CS112324		Payroll accrual 11/19/23	6-6101 SM maint. crew wages expense	-Split-	6,572.73
11/27/2023	Journal Entry	CS113023-2		Payroll accrual 11/26/23	6-6101 SM maint. crew wages expense	-Split-	7,130.66
<b>Total for Sewer Maintenance</b>							<b>\$26,835.41</b>
<b>Total for SM maint. crew wages expense</b>							<b>\$26,835.41</b>
SM employer expense							
Sewer Maintenance							
11/06/2023	Journal Entry	CS110923-2		Payroll accrual 11/05/23	6-6102 SM employer expense	-Split-	1,003.94
11/13/2023	Journal Entry	CS111623-2		Payroll accrual 11/12/23	6-6102 SM employer expense	-Split-	1,060.17
11/20/2023	Journal Entry	CS112324		Payroll accrual 11/19/23	6-6102 SM employer expense	-Split-	1,066.47
11/27/2023	Journal Entry	CS113023-2		Payroll accrual 11/26/23	6-6102 SM employer expense	-Split-	1,060.17
<b>Total for Sewer Maintenance</b>							<b>\$4,190.75</b>
<b>Total for SM employer expense</b>							<b>\$4,190.75</b>
SM health benefits expense							

# Salton Community Services District

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
Sewer Maintenance							
11/01/2023	Bill		Laborers Health & Welfare Trust So. CA	October Health Insurance	6-6104 SM health benefits expense	2-2202 Accounts Payable:Accounts Payable - SM	9,847.14
Total for Sewer Maintenance							\$9,847.14
Total for SM health benefits expense							\$9,847.14
Sm retiree health benefits exp							
Sewer Maintenance							
11/01/2023	Check	0685	Robert Dunning	Retiree Health Benefit for the Month of December 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	500.00
11/01/2023	Check	0690	Reagles, Rosa Mesoraca	Retiree Health Benefit for the Month of December 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	459.60
11/01/2023	Check	0689	Freeman, Mr. Blake	Retiree Health Benefit for the Month of December 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	375.00
11/01/2023	Check	0688	Fair, Gloria L.	Retiree Health Benefit for the Month of December 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	350.08
11/01/2023	Check	0686	Timothy A. Roberts	Retiree Health Benefit for the Month of December 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	164.90
11/01/2023	Check	0687	Thompson, Janice	Retiree Health Benefit for the Month of December 2023	6-6105 Sm retiree health benefits exp	1-1212 Cash in Banks:Sewer Maintenance	209.41
Total for Sewer Maintenance							\$2,058.99
Total for Sm retiree health benefits exp							\$2,058.99
SM clerical office wages exp							
Sewer Maintenance							
11/06/2023	Journal Entry	CS110923-2		Payroll accrual 11/05/23	6-6109 SM clerical office wages exp	-Split-	2,439.60
11/13/2023	Journal Entry	CS111623-2		Payroll accrual 11/12/23	6-6109 SM clerical office wages exp	-Split-	2,439.60
11/20/2023	Journal Entry	CS112324		Payroll accrual 11/19/23	6-6109 SM clerical office wages exp	-Split-	2,439.60
11/27/2023	Journal Entry	CS113023-2		Payroll accrual 11/26/23	6-6109 SM clerical office wages exp	-Split-	2,439.60
Total for Sewer Maintenance							\$9,758.40
Total for SM clerical office wages exp							\$9,758.40
SM administration. (GM) wages							
Sewer Maintenance							
11/06/2023	Journal Entry	CS110923-2		Payroll accrual 11/05/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39
11/13/2023	Journal Entry	CS111623-2		Payroll accrual 11/12/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39
11/20/2023	Journal Entry	CS112324		Payroll accrual 11/19/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39
11/27/2023	Journal Entry	CS113023-2		Payroll accrual 11/26/23	6-6110 SM administration. (GM) wages	-Split-	2,115.39
Total for Sewer Maintenance							\$8,461.56
Total for SM administration. (GM) wages							\$8,461.56
SM Directors' Compensation exp							
Sewer Maintenance							
11/13/2023	Journal Entry	CS111623-2		Payroll accrual 11/12/23	6-6113 SM Directors' Compensation exp	-Split-	400.00
11/20/2023	Journal Entry	CS112324		Payroll accrual 11/19/23	6-6113 SM Directors' Compensation exp	-Split-	400.00
Total for Sewer Maintenance							\$800.00
Total for SM Directors' Compensation exp							\$800.00
SM work boots expense							
General Fund							
11/14/2023	Bill	187865	KC Welding & Rentals, Inc.	FY 23-24 Work Boots - Oracio Lemus	6-6205 SM work boots expense	2-2202 Accounts Payable:Accounts Payable - SM	216.49
Total for General Fund							\$216.49
Sewer Maintenance							
11/14/2023	Bill	187860	KC Welding & Rentals, Inc.	FY 23-24 Work Boots - Bryce Gray	6-6205 SM work boots expense	2-2202 Accounts Payable:Accounts Payable - SM	270.61
Total for Sewer Maintenance							\$270.61
Total for SM work boots expense							\$487.10
SM janitorial supplies expense							
Sewer Maintenance							
11/01/2023	Invoice	1484	Imperial County Free Library	Paper towels and Toilet Paper	6-6206 SM janitorial supplies expense	1-2000 Accounts Receivable	-15.00

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
11/06/2023	Bill		Costco Wholesale	Toilet Paper & Paper Towels for District Shop	6-6206 SM janitorial supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	104.38
<b>Total for Sewer Maintenance</b>							<b>\$89.38</b>
<b>Total for SM janitorial supplies expense</b>							<b>\$89.38</b>
SM Bank Charges Expenses							
Sewer Maintenance							
11/30/2023	Check	ACH		Paper Statement Fee	6-6300 SM Bank Charges Expenses	1-1214 Cash in Banks:Loan Security	2.00
<b>Total for Sewer Maintenance</b>							<b>\$2.00</b>
<b>Total for SM Bank Charges Expenses</b>							<b>\$2.00</b>
SM vehicle maintenance expense							
Sewer Maintenance							
11/28/2023	Bill		O'Reilly Auto Parts	Unit# 17 Replacement Oil Drain Plug	6-6401 SM vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	18.56
11/28/2023	Bill		O'Reilly Auto Parts	Unit# 6 New front and rear rotors, brake pads front & rear	6-6401 SM vehicle maintenance expense	2-2202 Accounts Payable:Accounts Payable - SM	253.50
<b>Total for Sewer Maintenance</b>							<b>\$272.06</b>
<b>Total for SM vehicle maintenance expense</b>							<b>\$272.06</b>
SM equipment maintenance exp							
Sewer Maintenance							
11/08/2023	Bill	532202	Air & Hose Source, Inc.	3/8 Steel braided hose for unit# 55	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	64.73
11/28/2023	Bill		O'Reilly Auto Parts	Unit #79 2 new batteries	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	304.78
11/30/2023	Bill		Steve's ATV/Napa Auto Parts	Unit# 53 replacement starter	6-6402 SM equipment maintenance exp	2-2202 Accounts Payable:Accounts Payable - SM	21.54
<b>Total for Sewer Maintenance</b>							<b>\$391.05</b>
<b>Total for SM equipment maintenance exp</b>							<b>\$391.05</b>
SM fuel & oil expense							
Sewer Maintenance							
11/15/2023	Bill	0798312	SC Fuels	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	2-2202 Accounts Payable:Accounts Payable - SM	660.73
11/30/2023	Bill	0805313	SC Fuels	Fuel Card Expense-SM	6-6405 SM fuel & oil expense	2-2202 Accounts Payable:Accounts Payable - SM	829.42
<b>Total for Sewer Maintenance</b>							<b>\$1,490.15</b>
<b>Total for SM fuel &amp; oil expense</b>							<b>\$1,490.15</b>
SM shop supplies expense							
Sewer Maintenance							
11/07/2023	Bill		Steve's ATV/Napa Auto Parts	Tire patches, Rim Take Weight, Valve Tool	6-6407 SM shop supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	94.90
11/28/2023	Bill		O'Reilly Auto Parts	12 cans of Brake Cleaner	6-6407 SM shop supplies expense	2-2202 Accounts Payable:Accounts Payable - SM	55.41
<b>Total for Sewer Maintenance</b>							<b>\$150.31</b>
<b>Total for SM shop supplies expense</b>							<b>\$150.31</b>
SM water service expense							
Sewer Maintenance							
11/02/2023	Bill		CVWD	District Shop Water Service Expense Account# 106235-143472	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	18.33
11/02/2023	Bill		CVWD	Sewer Jet Water Service Expense Account# 273741-732668	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	89.57
11/02/2023	Bill		CVWD	Vactor Truck Water Service Expense Account# 273739-732666	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	50.19
11/03/2023	Bill		CVWD	District Water Service-Office Account# 597961-732634	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	33.01
11/03/2023	Bill		CVWD	District Water Service-Office Irrigation Account# 597959-732636	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	29.04

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DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
11/22/2023	Bill		CVWD	Construction Meter	6-6501 SM water service expense	2-2202 Accounts Payable:Accounts Payable - SM	136.07
<b>Total for Sewer Maintenance</b>							<b>\$356.21</b>
<b>Total for SM water service expense</b>							<b>\$356.21</b>
SM electric service expense							
Sewer Maintenance							
11/03/2023	Bill		IID	Station# 24-240 Volt STBY Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007916	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	14.40
11/03/2023	Bill		IID	Station# 21 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50377292	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	17.48
11/03/2023	Bill		IID	District Shop Back Bldg Monthly Electricity Expense 10/03/2023-10/31/2023 Account# 50857762	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	22.63
11/03/2023	Bill		IID	Station# 13 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007969	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	23.03
11/03/2023	Bill		IID	Station# 7 Monthly Electricity Expense 10/03/2023-10/31/2023 Account# 50274645	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	27.19
11/03/2023	Bill		IID	Station# 17-18 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007941	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	40.04
11/03/2023	Bill		IID	Station# 19-20 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007933	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	58.26
11/03/2023	Bill		IID	Station# 6 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50349623	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	75.69
11/03/2023	Bill		IID	Station# 8 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50053786	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	88.88
11/03/2023	Bill		IID	Station# 15 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007959	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	106.90
11/03/2023	Bill		IID	Station# 5 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007993	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	108.26
11/03/2023	Bill		IID	Station# 22-B Monthly Electricity Expense 10/03/23-10/31/23 Account# 50391441	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	186.73
11/03/2023	Bill		IID	Station# 2 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50008036	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	255.79
11/03/2023	Bill		IID	Station# 10 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007977	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	262.48
11/03/2023	Bill		IID	District Shop Monthly Electricity Expense 10/03/23-10/31/23 Account# 5007893	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	332.41
11/03/2023	Bill		IID	Station# 23 & Lansing Monthly Electricity Expense 10/03/23-10/31/23 Account# 50007907	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	371.96
11/03/2023	Bill		IID	Station# 16 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50805317	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	400.44
11/03/2023	Bill		IID	Station# 24-480 Volt Monthly Electricity Expense 10/03/23-10/31/23 Account# 50391442	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	941.81
11/03/2023	Bill		IID	DS Ponds Monthly Electricity Expense 10/03/23-10/31/23 Account# 50053804	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	1,910.65
11/03/2023	Bill		IID	Lansing Ponds Monthly Electricity Expense 10/03/23-10/31/23 Account# 50811216	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	2,298.93
11/03/2023	Bill		IID	TRC Ponds Monthly Electricity Expense 10/03/23-10/31/23 Account# 50391443	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	9,035.37
11/03/2023	Bill		IID	Station# 12 Monthly Electricity Expense 10/03/23-10/31/23 Account# 50063692	6-6502 SM electric service expense	2-2202 Accounts Payable:Accounts Payable - SM	12.34
11/03/2023	Bill		IID	Station# 1 Monthly Electricity Expense	6-6502 SM electric service	2-2202 Accounts	14.40

# Salton Community Services District

## Transaction Report

November 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
				10/03/23-10/31/23 Account# 50008017	expense	Payable:Accounts Payable - SM	
<b>Total for Sewer Maintenance</b>							<b>\$16,606.07</b>
<b>Total for SM electric service expense</b>							<b>\$16,606.07</b>
SM telephone expense							
Sewer Maintenance							
11/28/2023	Bill	297297	Cytracom	District Office Monthly Phone Service Bill	6-6503 SM telephone expense	2-2202 Accounts Payable:Accounts Payable - SM	231.55
<b>Total for Sewer Maintenance</b>							<b>\$231.55</b>
<b>Total for SM telephone expense</b>							<b>\$231.55</b>
SM cell phone expense							
Sewer Maintenance							
11/08/2023	Bill	9948781907	Verizon Wireless	On Call Phone 10/09-11/08/2023	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	63.41
11/22/2023	Bill	awbco8y	Ooma.com	Station 24 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
11/24/2023	Bill	225dts5	Ooma.com	Station 16 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
11/25/2023	Bill	9950192464	Verizon Wireless	10/26-11/25/2023 Company Cell phone, Tablet Service Account# 542131140-00001	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	776.31
11/27/2023	Bill	4tbjpr2m	Ooma.com	Station 22 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
11/29/2023	Bill	6zodgu	Ooma.com	Station 2 Alert Monitoring phone line service	6-6504 SM cell phone expense	2-2202 Accounts Payable:Accounts Payable - SM	29.99
<b>Total for Sewer Maintenance</b>							<b>\$959.68</b>
<b>Total for SM cell phone expense</b>							<b>\$959.68</b>
SM underground alerts expense							
Sewer Maintenance							
11/01/2023	Bill	1020230640	Underground Service Alert/SC	Monthly Database Maintenance fee	6-6505 SM underground alerts expense	2-2202 Accounts Payable:Accounts Payable - SM	10.00
11/01/2023	Bill	1020230640	Underground Service Alert/SC	31new ticket charges	6-6505 SM underground alerts expense	2-2202 Accounts Payable:Accounts Payable - SM	54.25
<b>Total for Sewer Maintenance</b>							<b>\$64.25</b>
<b>Total for SM underground alerts expense</b>							<b>\$64.25</b>
SM internet service expense							
Sewer Maintenance							
11/21/2023	Bill	8019	JetWire Inc.	Annual Charge-internet Service for TRC, Lansing, DS Ponds	6-6506 SM internet service expense	2-2202 Accounts Payable:Accounts Payable - SM	3,898.44
<b>Total for Sewer Maintenance</b>							<b>\$3,898.44</b>
<b>Total for SM internet service expense</b>							<b>\$3,898.44</b>
SM waste discharge fee expense							
Sewer Maintenance							
11/29/2023	Bill	WD-0234451	State Water Resources Control Board	WD-0234451: 7SSO10538: Salton City OXID BASIN CS	6-6606 SM waste discharge fee expense	2-2202 Accounts Payable:Accounts Payable - SM	3,746.00
11/29/2023	Bill	WD-0234315	State Water Resources Control Board	WD-0234315 7A130110011: Salton City Lansing Ponds	6-6606 SM waste discharge fee expense	2-2202 Accounts Payable:Accounts Payable - SM	8,431.00
11/29/2023	Bill	WD-0234486	State Water Resources Control Board	WD-0234486 7A130117001: TRC Ponds	6-6606 SM waste discharge fee expense	2-2202 Accounts Payable:Accounts Payable - SM	8,431.00
11/29/2023	Bill	WD-0234490	State Water Resources Control Board	WD-0234490 7A130110031: Desert Shores Ponds	6-6606 SM waste discharge fee expense	2-2202 Accounts Payable:Accounts Payable - SM	26,785.00
<b>Total for Sewer Maintenance</b>							<b>\$47,393.00</b>
<b>Total for SM waste discharge fee expense</b>							<b>\$47,393.00</b>
SM sewer lines maint. expense							
Sewer Maintenance							
11/17/2023	Bill	50024569903	White Cap	Materials for Concrete work Gravity Line Service Rd & Catalina	6-6711 SM sewer lines maint. expense	2-2202 Accounts Payable:Accounts Payable - SM	244.15

# Salton Community Services District

## Transaction Report

November 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
11/29/2023	Bill		Home Depot	Anza Ditch Crossing Project	6-6711 SM sewer lines maint. expense	2-2202 Accounts Payable:Accounts Payable - SM	547.72
11/30/2023	Bill		Desert Ready Mix	Concrete to cover C900 Pipe that kept being exposed on Service Rd & Catalina	6-6711 SM sewer lines maint. expense	2-2202 Accounts Payable:Accounts Payable - SM	2,975.24
<b>Total for Sewer Maintenance</b>							<b>\$3,767.11</b>
<b>Total for SM sewer lines maint. expense</b>							<b>\$3,767.11</b>
SM pump station maint expense							
Sewer Maintenance							
11/02/2023	Bill		C&M Electric	Rebuild 5hp Baldor Electric Motor; motor is used at stations 8, 10, 18	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable - SM	248.08
11/02/2023	Bill		C&M Electric	Rebuild 7 1/2 hp Weg Electric Motor; motor is used at 8, 10, 18	6-6712 SM pump station maint expense	2-2202 Accounts Payable:Accounts Payable - SM	253.94
<b>Total for Sewer Maintenance</b>							<b>\$502.02</b>
<b>Total for SM pump station maint expense</b>							<b>\$502.02</b>
SM sewer pond maint expense							
Sewer Maintenance							
11/02/2023	Bill		C&M Electric	Rebuild 20 hp Weg Electric Motor TRC Aerator	6-6713 SM sewer pond maint expense	2-2202 Accounts Payable:Accounts Payable - SM	1,031.94
11/02/2023	Bill		C&M Electric	Rebuild 20hp Weg Electric Motor for TRC Aerator	6-6713 SM sewer pond maint expense	2-2202 Accounts Payable:Accounts Payable - SM	1,281.94
<b>Total for Sewer Maintenance</b>							<b>\$2,313.88</b>
<b>Total for SM sewer pond maint expense</b>							<b>\$2,313.88</b>
SM lab testing expense							
Sewer Maintenance							
11/14/2023	Bill	CK30860-9867	Babcock Labortories, Inc.	Desert Shores Monthly Pond Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	294.25
11/14/2023	Bill	CK30858-9867	Babcock Labortories, Inc.	TRC Ponds Water Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	180.83
11/14/2023	Bill	CK30859-9867	Babcock Labortories, Inc.	Lansing Monthly Pond Sample	6-6750 SM lab testing expense	2-2202 Accounts Payable:Accounts Payable - SM	294.25
<b>Total for Sewer Maintenance</b>							<b>\$769.33</b>
<b>Total for SM lab testing expense</b>							<b>\$769.33</b>
SM Engineering Service Expense							
Sewer Maintenance							
11/13/2023	Bill	116427	Petra Geosciences Inc.	Project: 23-210 Services Provided through October 31, 2023	6-6752 SM Engineering Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	3,690.50
<b>Total for Sewer Maintenance</b>							<b>\$3,690.50</b>
<b>Total for SM Engineering Service Expense</b>							<b>\$3,690.50</b>
SM Office Supplies Expense							
Sewer Maintenance							
11/13/2023	Bill		Quill.com	Binder dividers, printer paper, ink cartridge's, pens	6-6807 SM Office Supplies Expense	2-2202 Accounts Payable:Accounts Payable - SM	429.22
<b>Total for Sewer Maintenance</b>							<b>\$429.22</b>
<b>Total for SM Office Supplies Expense</b>							<b>\$429.22</b>
SM/GF Advertising Expense							
Sewer Maintenance							
11/28/2023	Bill		Imperial Valley Press	Posting of Ordinance 2023-11	6-6810 SM/GF Advertising Expense	2-2202 Accounts Payable:Accounts Payable - SM	548.34
<b>Total for Sewer Maintenance</b>							<b>\$548.34</b>
<b>Total for SM/GF Advertising Expense</b>							<b>\$548.34</b>
SM Loan Interest Expense							
Sewer Maintenance							
11/01/2023	Check	0691	Salton Sea Enterprises, LLC.	Loan Interest Payable 2023	6-6811 SM Loan Interest Expense	1-1212 Cash in Banks:Sewer Maintenance	3,026.15
11/09/2023	Check	ACH	CIT	Interest	6-6811 SM Loan Interest Expense	1-1212 Cash in Banks:Sewer Maintenance	394.86
<b>Total for Sewer Maintenance</b>							<b>\$3,421.01</b>

# Salton Community Services District

## Transaction Report

November 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
<b>Total for SM Loan Interest Expense</b>							<b>\$3,421.01</b>
SM Legal Expense							
Sewer Maintenance							
11/30/2023	Bill	84235	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	4,821.44
11/30/2023	Bill	84236	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	705.00
11/30/2023	Bill	84237	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	1,267.50
11/30/2023	Bill	84238	Slovak Baron Empey Murphy & Pinkney	Legal Services Through 11/30/2023	6-6831 SM Legal Expense	2-2202 Accounts Payable:Accounts Payable - SM	54.98
<b>Total for Sewer Maintenance</b>							<b>\$6,848.92</b>
<b>Total for SM Legal Expense</b>							<b>\$6,848.92</b>
SM Auditing Expense							
Sewer Maintenance							
11/30/2023	Bill	1123-37	O'Connor & Company	Project:CSD-3112 Professional Services rendered through 11/30/2023	6-6832 SM Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	2,100.00
11/30/2023	Bill	1123-33	O'Connor & Company	Project:CSD-3112 Professional Services rendered through 11/30/2023	6-6832 SM Auditing Expense	2-2202 Accounts Payable:Accounts Payable - SM	2,737.50
<b>Total for Sewer Maintenance</b>							<b>\$4,837.50</b>
<b>Total for SM Auditing Expense</b>							<b>\$4,837.50</b>
SM technical expense							
Sewer Maintenance							
11/01/2023	Bill	3033- 11012023-17	Interconnect Networks	Tech Support Monthly Bill/Expenses	6-6833 SM technical expense	2-2202 Accounts Payable:Accounts Payable - SM	1,788.49
<b>Total for Sewer Maintenance</b>							<b>\$1,788.49</b>
<b>Total for SM technical expense</b>							<b>\$1,788.49</b>
SM/GF Copier Lease/Maint. Expense							
General Fund							
11/13/2023	Bill	5016747	Xerox Financial Services	Copier Machine Lease 11/03-12/02/2023	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	101.01
11/28/2023	Bill	24AR1329582	Visual Edge IT	Monthly Charge for Printing	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	314.17
<b>Total for General Fund</b>							<b>\$415.18</b>
Sewer Maintenance							
11/13/2023	Bill	5016747	Xerox Financial Services	Copier Machine Lease 11/03-12/02/2023	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	101.02
11/28/2023	Bill	24AR1329582	Visual Edge IT	Monthly Charge for Printing	6-6854 SM/GF Copier Lease/Maint. Expense	2-2202 Accounts Payable:Accounts Payable - SM	314.18
<b>Total for Sewer Maintenance</b>							<b>\$415.20</b>
<b>Total for SM/GF Copier Lease/Maint. Expense</b>							<b>\$830.38</b>
SM Subscriptions Expense							
General Fund							
11/01/2023	Bill	FE8F35D0- 0036	Streamline	Website Hosting Bill November 1-December 1, 2023	6-6856 SM Subscriptions Expense	2-2202 Accounts Payable:Accounts Payable - SM	249.00
<b>Total for General Fund</b>							<b>\$249.00</b>
Sewer Maintenance							
11/21/2023	Bill		Intuit	QuickBooks Monthly Expense	6-6856 SM Subscriptions Expense	2-2202 Accounts Payable:Accounts Payable - SM	200.00
<b>Total for Sewer Maintenance</b>							<b>\$200.00</b>
<b>Total for SM Subscriptions Expense</b>							<b>\$449.00</b>
SM Payroll Processing Fee Exp.							
Sewer Maintenance							
11/03/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	69.53
11/10/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	56.79

Salton Community Services District

Transaction Report  
November 2023

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
11/17/2023	Check	ACH	ADP	Payroll Processing Fee	6-6894 SM Payroll Processing Fee Exp.	1-1212 Cash in Banks:Sewer Maintenance	56.79
Total for Sewer Maintenance							\$183.11
Total for SM Payroll Processing Fee Exp.							\$183.11
GF Duplex Water Service Expense							
General Fund							
11/06/2023	Bill		CVWD	DS Building Water Service-Duplex Account# 710799-100642	6-7601 GF Duplex Water Service Expense	2-2202 Accounts Payable:Accounts Payable - SM	13.41
Total for General Fund							\$13.41
Total for GF Duplex Water Service Expense							\$13.41
TOTAL							\$205,963.84



1209 Van Buren  
 POST OFFICE BOX 5268  
 SALTON CITY, CALIFORNIA 92275-5268  
 TELEPHONE: (760) 394-4446  
 FAX: (760) 394-4242  
 scsd@saltoncsd.ca.gov

*Serving the West Shores of the Fabulous Salton Sea*

Employees have continued to perform their daily routine:

- Hourly reading and checking conditions of stations
- Making sure that red high-level light and alarm systems are functioning properly.
- Continue checking and working on the three facility (ponds) TRC, Lansing and Desert Shores. (De-weeding, cleaning aerators, open and closing ponds to direct flow.)
- PH and DO reading at ponds
- Monthly grab samples are sent to the lab
- Dig alert marking to prevent damage to the sewer line. →



Incident:

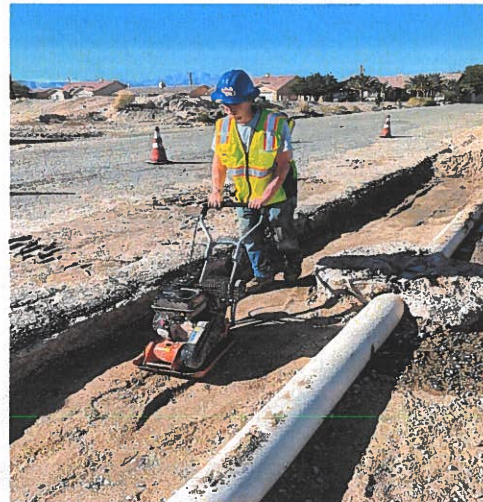
- On a resident request sewer line service call, it was determined that the sewer lined needed to be jetted and drafted due to blockage.



- We were getting some high numbers at headworks (station #24) the crew proceeded to service the check valves and once again rags and other substance were found



- On the east side of Service Rd., we have a sewer line that always gets expose due to the rains. It creates a heavy flow down the Anza Ditch, and we needed to fix this issue due to after the rain and the heavy flow, off road vehicles like to drive over the sewer line.



## Park report for December 2023

Both Parks are open and being maintained. The Desert Shores park has been used by the soccer players at least twice a week this month. The basketball court has also been-used frequently . The park host is doing a great job.

The trees at Desert Shores Park are doing well. The trees on the north side were looking a little wind blown and brown. Fertilizer was added to the irrigation and has had good results.

The shade structure has been ordered for Desert Shores Park . We were told it could ship next week. The flag pole has had power put to it so the light will work and the flag is installed.

There was some tagging in the men's restroom that has been removed.

The bathrooms at Salton City Park were closed last month due to vandalism but are back open. Some of the homeless are camping out during the day at Salton City park on a daily basis. This might be the reason for low park usage. Still no park host.

There were some water leaks last month at the AMR building in Vista Del Mar. Those leaks have

been addressed. A/C repairs were also done at the AMR building .

SALTON COMMUNITY SERVICES DISTRICT  
ANNUAL  
CHILDREN'S  
AGES 12- UNDER  
CHRISTMAS PRESENT GIVE AWAY  
(While Supplies Last)  
FRIDAY DECEMBER 22, 2023  
2:30PM TO 5:00PM  
1209 VAN BUREN AVE. STE. #1  
THERMAL, CA 92274



## AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 20<sup>th</sup> day of December, 2023, by and between the SALTON COMMUNITY SERVICES DISTRICT, a California community services district whose address is 1209 Van Buren Avenue, Salton City, CA 92274 ("District") and Gallagher Benefit Services, Inc., a Delaware corporation, with offices at 2835 Seventh Street, Berkeley, CA 94710 ("CONTRACTOR").

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

A. DISTRICT desires to engage CONTRACTOR to provide professional services in the form of a total compensation study in accordance with the District's Request for Proposal for Total Compensation Study dated September 27, 2023, a copy of which is attached hereto as **Exhibit "A"**; and

B. CONTRACTOR has made a proposal ("Proposal") to the DISTRICT to provide such professional services, which Proposal is attached hereto as **Exhibit "B"** and incorporated herein by this reference; and

C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to DISTRICT that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONTRACTOR agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until the services are completed as contemplated by the Proposal.

2. Services to be Performed. CONTRACTOR agrees to provide the services ("Services") as follows: All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Georg S. Krammer as CONTRACTOR'S professional(s) responsible for overseeing the Services provided by CONTRACTOR.

3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR's sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of

DISTRICT.

4. Compensation.

4.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the DISTRICT. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by DISTRICT to CONTRACTOR under this Agreement shall not exceed Twenty-Four Thousand Nine Hundred and Seventy-Five Dollars (\$24,975.00).

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the DISTRICT, in writing.

4.03 CONTRACTOR shall submit to DISTRICT, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The DISTRICT shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. DISTRICT shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to DISTRICT's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If DISTRICT determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, DISTRICT shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, DISTRICT shall pay such invoice within thirty (30) days of its receipt. Should DISTRICT dispute any portion of any invoice, DISTRICT shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms that purport to bind the DISTRICT other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep DISTRICT informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by DISTRICT, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless DISTRICT for any claims, costs, losses, fees, penalties, interest, or damages suffered by DISTRICT resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event DISTRICT is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the DISTRICT and shall be subject to the DISTRICT's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's DISTRICT, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to DISTRICT, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required ☒ /Not Required ☐; Errors and omissions insurance in a minimum amount of \$2 million per occurrence to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for DISTRICT.

7. General Conditions pertaining to Insurance Coverage

7.01 With the exception of errors and omissions insurance, no liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against DISTRICT regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish DISTRICT with certificates of insurance, endorsements, and upon request,

complete copies of all endorsements. All copies of endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VI". The insurer(s) shall be admitted and licensed to do business in California. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to the District.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that the commercial general liability insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to DISTRICT.

7.05 CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect DISTRICT's protection without DISTRICT's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR or arising out of the Services performed under this Agreement.

8. Indemnification and Limitation of Liability. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the District, its officers, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR'S proportionate percentage of fault. CONTRACTOR's liability to the District and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to \$2 million. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the General Manager and/or District Council of DISTRICT, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the DISTRICT in writing.

9.02 CONTRACTOR shall promptly advise the General Manager and Finance Director of DISTRICT as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the DISTRICT and/or District Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, DISTRICT, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days' written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement. Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to DISTRICT all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to DISTRICT. However, CONTRACTOR may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain Confidential as long as it is retained.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of DISTRICT. However, CONTRACTOR shall regularly confer with DISTRICT's General Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to DISTRICT's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense,

disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to DISTRICT that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of DISTRICT and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the DISTRICT is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the DISTRICT shall become the sole property of DISTRICT, and CONTRACTOR shall promptly deliver all such materials to DISTRICT upon request. At the DISTRICT's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to DISTRICT upon request, at no cost to DISTRICT.

12.02 Subject to applicable federal and state laws, rules and regulations, DISTRICT shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of DISTRICT.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONTRACTOR shall make available to DISTRICT's agents for examination all of such records and shall permit DISTRICT's agents to audit, examine and reproduce such records.

12.04 Notwithstanding the foregoing, DISTRICT shall own all final deliverables provided to DISTRICT by CONTRACTOR as part of the Services provided under this Agreement, provided however, CONTRACTOR shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the DISTRICT was used to create and which was developed entirely using CONTRACTOR's own resources, including any and all pre-

existing or independently developed know-how, methods, processes and other materials prepared by CONTRACTOR. To the extent CONTRACTOR's intellectual property is necessary for the DISTRICT to use the deliverables provided under this Agreement, CONTRACTOR grants to DISTRICT a non-exclusive, royalty-free license to CONTRACTOR's intellectual property solely for DISTRICT's use of such deliverables.

13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with DISTRICT if required by California law and/or the DISTRICT's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does

exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the DISTRICT in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by DISTRICT. The DISTRICT, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the DISTRICT with respect to the proposal and award process of this Agreement or any DISTRICT contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any DISTRICT contract has been awarded. CONTRACTOR shall immediately report any attempt by any DISTRICT officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

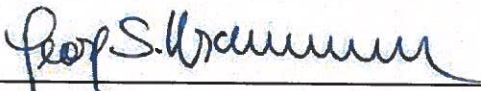
**DISTRICT:**

SALTON COMMUNITY SERVICES DISTRICT

**CONTRACTOR:**

GALLAGHER BENEFIT SERVICES, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Emmanuel Ramos, Interim General Manager

By:  \_\_\_\_\_  
Georg S. Krammer, Managing Director

**EXHIBIT “A”**

**REQUEST FOR PROPOSAL**



REQUEST FOR PROPOSAL  
FOR  
TOTAL COMPENSATION STUDY

Salton Community Services District  
HR Director/Finance Officer  
1209 Van Buren Ave., Ste.# 1  
Thermal, CA 92274

Proposal Issue Date: September 27, 2023  
Due Date: October 18, 2023, 2:00 p.m.

## **Introduction**

The Salton Community Services District invites interested, qualified, professional consulting services to submit written proposals to evaluate, analyze, and prepare a District-wide Total Compensation Study. Our desire is to obtain a consultant with public sector experience in total compensation studies who will assist the District in reviewing the District's compensation, including all benefits and determine the correct market salary for each surveyed position, establish the market value of the employee benefits package, and provide a market analysis of the base and total compensation. In addition, we are seeking a consultant's assistance in determining the appropriate Consumer Price Index or Indexes applicable to the unique environment of Salton City.

This Request for Proposals (RFP) is an invitation by the Salton Community Services District (District) for consultants to submit an offer, which may be subject to subsequent discussion. Submittal of a proposal does not create any right or expectation to a Contract with the District and the District further declares that it will incur no financial obligations for any costs by any firm in preparation of their proposal.

Qualified firms may submit their sealed proposal responses on or before **October 18, 2023, by 2:00 p.m.** to:

Christina R. Sutton  
Human Resources Director/Finance Officer  
Salton Community Services District  
1209 Van Buren Ave. Ste.# 1 P.O. Box 5268  
Salton City, CA 92275

## **Background**

The Salton Community Services District, a public agency established in 1957, provides wastewater collection, treatment, and disposal for the community of Salton City and Desert Shores along with providing two public parks. The community is unique in terms of remote location, tourist economy, low population growth with rising housing costs.

The district currently has 12 employees, 9 of whom are represented by the Local 1184 Laborers, 2 Public Works employees, and 3 Administrative Staff. Currently, the District has 24 lift stations and 3 WWTF which are evaporation/percolation. There are 7 classifications encompassing the 12 employees. Employees advance annually through performance evaluations where they receive anywhere from 1%-7% pay increase. Job descriptions were updated in 2019 and are currently being updated again in anticipation of this Total Compensation Study. The district would like to take a fresh look at all aspects of a new, updated Total Compensation Study, including reaching agreement on the comparable agencies to be utilized. All District work on this Compensation Study will be done by management.

### **Scope of Services**

The district expects ongoing and open communications between Management and the consultant over the course of each phase of this study. All products and recommendations must comply with applicable State and Federal laws and enhance the district's ability to match employee compensation to comparable positions in the labor market, and also to recruit and retain qualified personnel.

The following are the consulting services related to the Total Compensation Study:

1. Conduct a comprehensive survey of external labor market public sector agencies for agreed-upon classifications. This will include a review and market analysis of salary and benefits including but not limited to base salary, employer paid retirement contributions, specialty pay, employer paid insurance contributions for health, dental, vision, life, long-term disability; retirement health savings plan; and leave benefits including holiday, sick leave and vacation.
2. The consultant will review the current job descriptions and compensation system to assure internal equity and external comparability. When comparing with external agencies, a review of the full job description will be performed by the consultant, not relying solely on the classification's title to make the comparison.
3. Consultant will meet with management as many times as needed to gain a full understanding of the district's needs, to discuss consultant's methodology, and to respond to questions regarding the results of the Compensation Study. Such meetings will include identifying the factors to use to determine comparable labor market agencies to survey, and agreement on comparable classifications to be utilized.
4. Complete an internal base salary relationship analysis, including the development of internal relationship guidelines.
5. Present draft results of the survey to the Compensation Study Committee and respond to questions regarding same.
6. Prepare a written report of results and findings, including discussion of methods, techniques, and data used to develop the Base and Total Compensation Study.
7. Meet with management to discuss factors to consider when determining the appropriate Consumer Price Index(es) (CPI) to use for the Salton City community and make a recommendation for the appropriate CPI for future use by the district.
8. Provide instructional information to allow District staff to conduct individual salary audits consistent with study methods until the next study is conducted.
9. Consultant will also present the final report to the Board of Directors.

### **Proposed Timetable**

**Proposed timetable is subject to change depending upon the needs of the District.**

<b>Action Item</b>	<b>Target Date</b>
Request for Proposal Issued	September 27, 2023
Due date for Proposal	October 18, 2023
Evaluation of Proposals Period	September 27 <sup>th</sup> through October 18, 2023
Interview of Top Proposers	October 30, 2023
Select Firm Notified	November 06, 2023
Finalize Professional Agreement	November 10, 2023
Present Recommendation to Board of Directors	November 15, 2023
Contract Date	November 15, 2023
Phase I – Determine Labor Market Agencies	January 18, 2024
Phase II – Determine Comparable Positions	February 18, 2024
Phase III – Present Draft Report	April 12, 2024
Phase IV – Present Final Report	May 17, 2024

The Salton Community Services District will provide the following information to the successful consultant:

- Copies of all existing job descriptions
- Copies of all wage and salary schedules
- Copies of all employee benefits schedules
- Copy of all Memorandums of Understanding
- Copy of the District's Organizational Chart

### **Submittal Content and Procedures**

The following information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals must follow this format and should be no more than 30 pages in length.

#### **1. Cover Letter**

The cover letter should indicate the full name and address of the consulting firm that will perform the services described in the RFP. The Consultant should include the name and contact information for the individual who will serve as project manager, and each team member's name and contact information. Additionally, the cover letter should outline the firm's qualifications.

#### **2. Consultant's Prior Experience and Qualifications**

Provide examples of the last three (3) completed projects demonstrating the consultant's experience working with public agencies similar in size, scope, and purpose.

#### **3. References**

Provide three (3) client references applicable to the scope of services. Include contact names, telephone numbers and email addresses.

**4. Organizational Chart**

Identify all team members and their titles and responsibilities for the project.

**5. Team Member Resumes**

Provide a resume/biography for all team members.

**6. Management Overview and Approach**

Explain the proposed methodology that will be used, and clearly demonstrate understanding of the objectives the project is intended to complete. The Consultant should provide a detailed work plan and timeline indicating how each task under the Scope of Services will be accomplished.

**7. Timeline**

An estimate of time to complete the project, as outlined in this RFP and a proposed timeline of work tasks, with the date of final completion of the project.

**8. Fee Proposal**

Discuss proposed pricing to provide the services in the Scope of Services, all inclusive. Provide a breakdown of the firm's rates, fees, and charges for services, by phase, and for total project, and a proposed payment schedule.

**9. Exceptions/Deviations**

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where Proposer wishes to propose alternative approaches to meeting the District's technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer will be deemed to have accepted the contract requirements as set.

**Submission Requirements**

For consideration to be given to any proposal submitted pursuant to this RFP, one original and eleven (11) copies of the Proposal must be received on or before **October 18, 2023, by 2:00 p.m.** at the address listed on the cover page of this Request for Proposal. Late proposals will not be accepted, regardless of postmark. No oral, telephone, fax, or email proposals will be considered, although clarifications may be done by phone or email. The District reserves the right to reject any or all proposals submitted.

If it becomes necessary to revise any part of this RFP, addenda will be supplied to all firms receiving this Request for Proposal.

The selected provider will enter into a contract with the Salton Community Services District for consulting services for a term to be mutually agreed upon by the district and selected firm.

### **Evaluation and Selection Process**

The various significant factors that will be considered in the evaluation of proposals are summarized below. The District's final selection will not be dictated by any single factor, including price. The relative importance of these factors involves judgment on the part of the District's Management and will include both objective and subjective analysis. The evaluation criteria listed below are listed in random sequence and are not considered in any rank or order of importance:

1. The Proposer has advanced knowledge of the laws and practices relating to employee classification and compensation within a public entity.
2. The Proposer has a demonstrated track record of success in handling all aspects of employee classification and compensation and at least five years of providing these services to public entities in the State of California.
3. The Proposer shall demonstrate an understanding of the assignment and knowledge of the skills necessary to serve in the role of Compensation Consultant.
4. The Proposer's management approach and methodology will meet the District's expectations.
5. Qualifications of the Consultant and assigned project staff.
6. Proposer's timeline for project completion/proposed schedule.
7. The Proposer complied with the specifications as set forth in the RFP.
8. The Proposer's cost and fees proposal.
9. Proposer will receive outstanding references from comparable clients.

The submitted Proposals will be reviewed by each member of Management. Top Proposers will then be invited to an interview before Management Team, and all prospective proposers will be asked to keep the date listed in the timeline available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on this date, it's proposal may be eliminated from further discussion. The interview will likely consist of a short presentation by the Proposer, after which the Management Team will ask questions related to the firm's proposal and qualifications.

At the conclusion of the evaluation process, the Management Team will recommend to the Board of Directors a Proposer whose proposal is most advantageous to the district.

### **General RFP Conditions**

1. The district reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
2. The District reserves the right to withdraw or cancel this RFP at any time without prior notice and the District makes no representations that any contract will be awarded to any Proposer responding to this RFP.
3. The District reserves the right to postpone proposal openings for its own convenience.
4. Proposals received by the District are public information and must be made available to any person upon request.

5. Submitted proposals are not to be copyrighted.
6. The District reserves the right to seek clarification of information submitted in response to this RFP.
7. The District reserves the right to modify the RFP as it deems necessary.
8. Any material misrepresentations made by the Proposer will void the proposal response and eliminate the Proposer from further consideration.
9. The District shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in preparing its proposal in response to this RFP; submitting that proposal to the District; attending an evaluation interview with the Compensation Study Committee; negotiating with the District any matter related to this proposal; or any other expenses incurred by Proposer prior to date of award, if any.

### **Insurance Requirements**

Proposers shall obtain and maintain during the entire term of the agreement, insurance pertaining to the activities associated with the agreement. Proposers will be required to obtain, at its own cost and expense, all insurance endorsements required below, and shall provide evidence of such insurance and endorsements to the District prior to commencing work.

Workers Compensation Insurance	Statutory Limits
Automobile Liability	\$1,000,000 per accident*
Commercial General Liability	\$1,000,000 per occurrence*
Professional Liability	\$1,000,000 per occurrence*
*Combined Single Limit Acceptable	

### **Laws of Governance**

The selected Proposer will be required to comply with all existing State and Federal laws, including applicable equal opportunity employment provisions. The Contract shall also be construed and governed in accordance with the laws of the State of California and the District. Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work.

**Compensation Study Consultant RFP – Distribution List**

Koff & Associates 2835 Seventh Street Berkeley, CA 94710 (510) 658-5633	Ralph Anderson & Associates 5800 Stanford Ranch Road, Suite 410 Rocklin, CA 95765 (916) 630-4900
CPS HR Consulting 2450 Del Paso Road Ste., 160 Sacramento, CA 95834 (916) 263-3600	Reward Strategy Group 5283 Pearlman way San Diego, CA 92130 (858) 259-3800
Bryce Consulting 1024 Iron Point Road, Suite 100 Folsom, CA 95630 (916) 974-0199	Regional Government Services Authority P.O. Box 1350 Carmel Valley, CA 93924 (805) 764-4540

**EXHIBIT “B”**  
**PROPOSAL**



Koff & Associates  
A Gallagher Company

**Submittal date: October 18, 2023**

## Total Compensation Study Proposal

**Salton Community Services District**

### **Koff & Associates, a Gallagher Company**

**GEORG S. KRAMMER**

Managing Director, Compensation and Rewards Consulting

2835 Seventh Street

Berkeley, CA 94710

[www.KoffAssociates.com](http://www.KoffAssociates.com)

[georg\\_krammer@ajg.com](mailto:georg_krammer@ajg.com)

Tel: 510.658.5633

Fax: 510.652.5633

October 18, 2023

Ms. Christina Sutton  
Human Resources Director/Finance Officer  
1209 Van Buren Ave.  
Salton City, CA 92275

Dear Ms. Sutton:

Thank you for the opportunity to respond to your Request for Proposals for a **Total Compensation Study** for the **Salton Community Services District** ("District"). We are most interested in assisting the District with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other special districts, cities, counties, joint-powers associations, and other public agencies.

Koff & Associates, now a Gallagher company, is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 39 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to *100% implementation* of all our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Koff & Associates, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Berkeley address and the phone number listed on the cover page. My email is [georg\\_krammer@ajg.com](mailto:georg_krammer@ajg.com).

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the **Salton Community Services District**.

Sincerely,



Georg S. Krammer  
Managing Director, Compensation and Rewards Consulting



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Signature Page

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- Project Team Biographies



## QUALIFICATIONS OF FIRM

**Koff & Associates (“K&A”)** is a full-spectrum, public sector human resources and recruitment services firm that was founded by Gail Koff in 1984, and has been assisting special districts, cities, counties, other public agencies, and non-profit organizations with their human resources needs for 39 years.

On April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western Region.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with Boards of Directors, Boards of Commissioners, Boards of Supervisors, City Councils, County Commissions, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm’s areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for our smaller public agencies that need the expertise of an Human Resources Director but do not need a full-time, on-site professional.

Without exception, all our studies have successfully met all our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

The firm’s long list of clients (please see <https://koffassociates.com/our-clients/>) is indicative of its reputation as being a quality organization that can be relied on for producing comprehensive, sound and cost-effective recommendations and solutions. K&A has a reputation for being “hands on” with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments. Please see our reference section for specific clients we’ve worked with on similar projects.

K&A relies on our stellar reputation and the recommendations and referrals of current and recent past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical human resources assistance with integrity, honesty, and a commitment to excellence.

We are very proud of the fact that we have only had a handful of formal appeals in our entire history, working with hundreds of public agency clients and completing hundreds of studies and other projects.



## SIMILAR PROJECTS AND REFERENCES

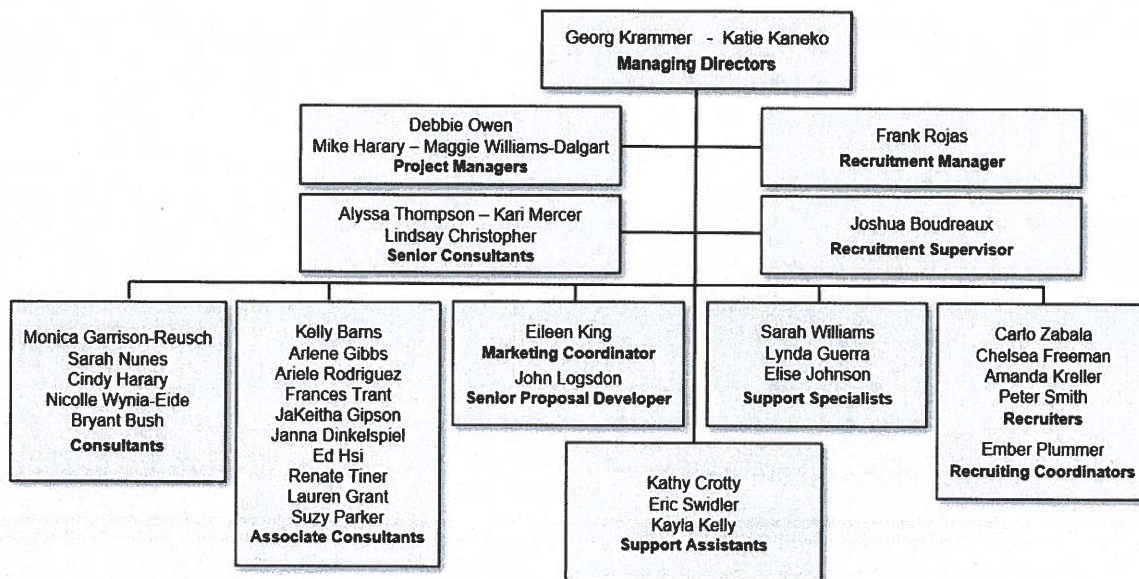
Agency & Project	Contact
<b>Cosumnes Community Services District</b>  Classification and Compensation Study for 6 Classifications, completed in 2020. Limited Classification and District-wide Total Compensation study, completed in 2019. Classification (18 classes, 40 positions) and Compensation Study (45 classes, 12 comparators), completed 2016.	<b>Mr. Jeff Ramos</b> General Manager (916) 405-7150 9355 E. Stockton Blvd., Suite 205 Elk Grove, CA 95624 <a href="mailto:jefframos@yourcsd.com">jefframos@yourcsd.com</a> and <b>Mr. Joe Ambrosini</b> Director of Human Resources (562) 570-6140 8820 Elk Grove Blvd, Elk Grove, CA 95624 <a href="mailto:Joe.Ambrosini@LongBeach.Gov">Joe.Ambrosini@LongBeach.Gov</a> Mr. Ambrosini is now HR Director at City of Long Beach.
<b>El Dorado Hills Community Services District</b>  Classification and Compensation Study, completed 2017. Classification and Compensation Study, 2015-2016.	<b>Mr. Kevin Loewen</b> Director of Administration & Finance (916) 614-3234 1021 Harvard Way El Dorado Hills, CA 95762 <a href="mailto:Kloewen@edhcsd.org">Kloewen@edhcsd.org</a>
<b>Groveland Community Services District</b>  Total Compensation Study, completed 2019.	<b>Mr. Peter G. Kampa</b> General Manager (209) 962-7161, Ext. 24 18966 Ferretti Road, Box 350 Groveland, CA 95321-0350 <a href="mailto:pkampa@gcsd.org">pkampa@gcsd.org</a>
<b>Helendale Community Services District (together with Phelan Pinon Hills CSD)</b>  Phelan: Total Compensation (16 comparators, 15 benchmarks), completed 2019. Helendale: Total Comp (11 comparators, 10 benchmarks), completed 2019.	<b>Kimberly Cox</b> General Manager 760-951-0006 26540 Vista Road P.O. Box 359 Helendale, CA 92342 <a href="mailto:KCox@helendalecsd.org">KCox@helendalecsd.org</a>
<b>Jurupa Community Services District</b>  Total Compensation Study, completed 2020.	<b>Mr. Chris Berch</b> General Manager (951) 685-7434 11201 Harrel Street Jurupa Valley, CA 91752 <a href="mailto:cberch@jcsd.us">cberch@jcsd.us</a>  <b>Ms. Sharmeen Bhojani</b> Human Resources Manager (951) 685-7434 x 511 <a href="mailto:sbhojani@jcsd.us">sbhojani@jcsd.us</a>



## TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple comprehensive total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the District.

Our team consists of 38 employees as shown below in our organizational chart.



**No subcontractors will be assigned to this study.**

Our project team will be led by Co-Project Directors Georg Krammer (Managing Director) and Mike Harary (Senior Project Manager). They will coordinate all of K&A's efforts, attend all meetings with the City, and be responsible for all work products and deliverables.

### CONSULTANTS

Lindsay Christopher (Senior Consultant), Monica Garrison-Reusch (Consultant), Arlene Gibbs (Associate Consultant), Janna Dinkelspiel (Associate Consultant), Edi Hsi (Associate Consultant), and Renate Tiner (Associate Consultant) will conduct compensation data collection and analysis, internal job analysis, develop recommendations and implementation strategies.

### WORKLOAD

We currently have a team of 25 HR consultants and five administrative support staff – resources that we are able to pool based on each project's needs, to execute projects and to meet clients' needs and expectations. Each time we are selected as the successful bidder on a project, we strategize to determine project timelines, deliverable deadlines, and the resources that are required to produce the deliverables as promised. We are poised to accommodate the District's compensation study and plan to devote the necessary resources for the successful execution of the project.

Biographies of the specific staff who will be assigned to this study can be found in the Appendix.



## MANAGEMENT OVERVIEW AND APPROACH

We understand the District currently has 12 employees, 9 of whom are represented by the Local 1184 Laborers, 2 Public Works employees, and 3 Administrative Staff. Currently, the District has 24 lift stations and 3 WWTF which are evaporation/percolation. There are 7 classifications encompassing the 12 employees. Employees advance annually through performance evaluations where they receive anywhere from 1%-7% pay increase. The District seeks to review all aspects of a new, updated Total Compensation Study, including reaching agreement on the comparable agencies to be utilized.

The goal of the study will be to review the District's compensation structure for the studied classifications and to conduct a compensation market survey using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the District's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the District's compensation preferences into consideration as well as the appropriate placement of each classification on the District's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, union representation, and the District's Board of Directors, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of K&A's studies.

The majority of our clients are unionized and our larger city and county clients typically have multiple unions. Due to the multitude of stakeholder groups who are affected by any compensation study K&A conducts, our team understands the importance of accurate and validated data that withstands any scrutiny, effective and ongoing communication throughout each effort, and collaboration with the various stakeholder groups to ensure organizational buy-in to our findings and recommendations. We have developed a unique methodology of stakeholder "touchpoints" and collaboration that has made us highly successful and effective and has earned our team respect, agreement, and understanding from all stakeholders. In addition, we adjust and customize our methodology based on each individual client's unique needs and circumstances.

We also recognize that both the District and union representatives have obligations to employees and members to ensure that any study is conducted in a fair and equitable manner. Our project work plans are designed for transparency and we strongly encourage dialog with all stakeholders on study deliverables so they in turn can express their concerns; we all have a shared goal of ensuring the process followed is fair and equitable.

This intense and comprehensive stakeholder engagement and our transparent study processes are also a mechanism of quality control. The fact that our information, data, and recommendations have to be able



to withstand utmost scrutiny by diverse stakeholders require an in-depth multi-step quality control process for deliverables. This involves K&A team member validation of classification analyses and compensation data, K&A Project Manager review of all classification and compensation analyses, recommendations and deliverables, and finally K&A Principal (Project Director) review of deliverables before submittal to the client.

## Study Objectives

### Compensation Objectives:

- To make recommendations regarding a list of appropriate, logical and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, employees, union representation, and the Board of Directors;
- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- To review the District's compensation structure and practices and develop compensation recommendations that will assist the District in recruiting, motivating, and retaining competent staff;
- To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the District's goals, objectives, and budget considerations;
- To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression of movement within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

## Work Plan and Methodology

### Deliverable A. Meetings with Study Project Team and Management Staff and Initial Documentation Review,

- Identify client project team, contract administrator, and reporting relationships.
- Orientation and briefing sessions with the study project team and staff to explain methodology.
- Gather all pertinent documentation, including class descriptions, organizational charts, personnel policies, memoranda of understanding, etc.
- Review and confirm comparator agencies, benchmark classifications, and identify benefits to be surveyed.



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**Deliverable B. List of Comparator Agencies, Benchmark Classifications and Benefits to be Collected**

- Identify appropriate comparator agencies based on a number of evaluation criteria (such as type of organization, size of organization, number of employees, size of budgets, population served, cost of living, etc.);
- Identify classifications to be studied based on an internal relationship analysis of all classifications. For most smaller studies, we survey all classifications.
- Identify benefits to be collected. Include gathering information from each comparator about what practice they use to determine the appropriate Consumer Price Index(es) (CPI) for COLAs.

**Deliverable C. Data from Comparators and Preliminary Data Review**

- K&A to conduct all the data collection and analysis to ensure validity of data and quality control; compare job description to job description; ensure matches of at least 70%.
- Review the District's existing job descriptions to ensure understanding of each position to be surveyed.
- Collect job descriptions, organization charts, and other information from comparator agencies via website, in person, or by telephone.
- Make preliminary "matches" using "whole position methodology" and then schedule appointments by telephone, and sometimes in person, with knowledgeable individuals to answer specific questions. Our "whole position methodology" includes factors such as education, experience, problem solving, supervision exercised, etc.
- Ensure a very high validity rate and produce data that is substantiated before management, employee representation as well as governing bodies.
- Enter data into spreadsheet format designed for ease of interpretation and use.
- Present information in a format that will identify the comparator positions used for each class comparison.
- Calculate information based upon average and median figures, allowing the District to make informed compensation decisions.
- Collect and display benefit data in an easy-to-read format.
- Submit three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data.

**Deliverable D. Draft Compensation Findings and Meeting with Project Team**

- Distribute draft findings to the District.
- After the District's preliminary review, meet with the project team and various stakeholders to clarify data, receive requests for reanalysis of certain comparators; and answer questions and address concerns.
- Provide an opportunity for the project team and other stakeholders to review and question any of our recommended benchmark comparator matches.
- If questions arise, conduct follow-up analysis to reconfirm original analysis and/or make corrections.

**Deliverable E. Analysis of Internal Relationships and Alignment**

- Determine internal equity for both market driven and non-benchmarked positions.
- Develop internal position hierarchy based on the "whole position" classification methodology which we use to do the internal alignment.
- Make recommendations regarding vertical salary differentials across the organization.



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**Deliverable F. Compensation Structure Development**

- Review and make recommendations regarding internal alignment and salary structure within which classifications are allocated, based upon the District's preferred compensation plan.
- Develop recommendations regarding how to best determine the appropriate Consumer Price Index(es) (CPI) for future cost-of-living adjustments.
- Discuss draft recommendations with management team prior to developing Interim Report.

**Deliverable G. Draft Compensation Report and Final Report**

- Complete Draft Report and submit to the District for review, comment, and recommendations, including detailed compensation findings and recommendations; proposed salary ranges, and implementation issues; methodology for continued implementation and maintenance of recommendations.
- After the District's questions/concerns are addressed and discussed, create Final Compensation Report.

**Deliverable H. Final Presentation**

- Our proposal includes one initial overview, one interim study session (to discuss the initial findings of the market salary study), and one final presentation to the Board of Directors, as needed.



## TIMELINE

Our professional experience is that total compensation studies of this scope and for this size organization take approximately three to four (3 - 4) months to complete, allowing for adequate compensation data collection and analysis, review steps by the District, the development of final reports, any appeals, and presentations.

Due to the unprecedented demand on our services, we are currently experiencing an unusually high volume of projects. Therefore, and if the District is able to be flexible, we propose commencing the project in January 2024 and anticipate completion by May 17, 2024 (per the proposed timeline in the RFP), assuming a contract is executed within 2 months of the submittal date of our proposal.

The following is a suggested timeline (which can be modified based on the District's needs):

Deliverables	Total Compensation Study	Completion by:
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
B.	List of Comparator Agencies, Classifications, and Benefits to be Collected	Week 3
C.	Data from Comparators and Preliminary Data Review	Week 11
D.	Draft Compensation Findings and Meeting with Project Team	Week 13
E.	Analysis of Internal Relationships and Alignment	Week 14
F.	Compensation Structure Development	Week 15
G.	Draft Compensation Report, Final Report and Guidelines for Implementation	Week 16
H.	Final Presentation	As Scheduled



## FEE PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, employee review and feedback processes, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

For purposes of this cost proposal, we are assuming that all meetings and presentations will be conducted virtually/remotely and no onsite travel to District offices will occur. Should the District desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

Deliverables	Total Compensation Study	Hours
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	\$1,480
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	\$2,960
C.	Data from Comparators and Preliminary Analysis of Data (this assumes up to 12 comparator agencies and up to 7 classifications)	\$11,100
D.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	\$2,775
E.	Analysis of Internal Relationships and Alignment	\$925
F.	Compensation Structure and Implementation Plan	\$925
G.	Final Report and Guidelines for Implementation	\$2,960
H.	Formal Appeals Process *	0
H.	Final Presentation	\$1,110
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	\$740
	Combined professional and clerical composite total	<b>\$24,975</b>
	Expenses are <b>included</b> in the composite total	<b>N/A</b>
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.</i>	
	<b>TOTAL PROJECT COST NOT TO EXCEED:</b>	<b>\$24,975</b>

*Our cost proposal does not include time to support the District during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.*



### Billing Structure

The following is how the District will be invoiced upon the completion of each milestone:

Milestone	Compensation Deliverables	Amount
Milestone #1	50% of total project fee will be charged upon execution of the contract	\$12,487.50
Milestone #2	Remainder of project fee upon delivery of final report	\$12,487.50
	TOTAL:	\$24,975



## EXCEPTIONS/DEVIATIONS

We will be pleased to sign the District's professional services agreement for a Total Compensation Study. We respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms we would like to review with the District if we are fortunate to be selected for this project:

- Gallagher is pleased to submit this proposal to client. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.
- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.
- Insurance Requirements (PDF page 7) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:

*It is our practice to provide the coverage below in lieu of the District contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows (we attach our Memorandum of Insurance for your review as well):*

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and



- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.

## ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

This Memorandum of Insurance ("Memorandum") is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher"). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website ("Site") provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names ("Content"), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

**DATE: 10/4/2022**

**INSURED:**

Arthur J. Gallagher & Co. and its subsidiaries  
2850 West Golf Road  
Rolling Meadows, IL 60008

**Insurance Companies**

A: ARCH INSURANCE COMPANY

B: THE CONTINENTAL INSURANCE COMPANY

C: XL INSURANCE AMERICA, INC

D: FEDERAL INSURANCE COMPANY

E: LEXINGTON INS. COMPANY

F: XL SPECIALTY INS. COMPANY

G. ILLNOIS NATIONAL INSURANCE COMPANY

H. INDIAN HARBOR INSURANCE COMPANY

The policies of insurance listed below have been issued to the "INSURED" named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS (In USD unless otherwise indicated)	
A	Commercial General Liability Occurrence Per location Aggregate	41GPP4938415	10/01/22	10/01/23	General Aggregate	4,000,000
					Products - Comp/Op Agg	4,000,000
					Personal and ADV Injury	2,000,000
					Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
A	Automobile Liability Any Auto	41CAB4939015 41CAB4938315	10/01/22	10/01/23	Combined Single Limit	5,000,000
					Bodily Injury (per person)	
					Bodily Injury (per accident)	
B	Excess/Umbrella Liability Retention: \$10,000	7034611269	10/01/22	10/01/23	Each Occurrence	25,000,000
					Aggregate	25,000,000
A	Workers Compensation and Employers Liability	41WCI4938115	10/01/22	10/01/23	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
					EL Disease - Each Employee	1,000,000
					EL Disease - Policy Limit	1,000,000
C	Property	US00112916PR22A	10/01/22	10/01/23	Blanket Bldg. & PP	10,000,000
D	Crime/Fidelity Bond (Employee Dishonesty)	J06039418	09/01/22	09/29/23	Single Loss Limit	15,000,000
E	Errors & Omissions (Primary Policy)	015466449	10/01/22	10/01/23	Per Claim and Aggregate	12,000,000
F	Errors & Omissions (Excess Policy)	ELU163265-22	10/01/22	10/1/23	Per Claim and Aggregate	10,000,000
G	Errors & Omissions (Excess Policy)	FI0121922	10/01/22	10/01/23	Per Claim and Aggregate	15,000,000
H	Cyber Liability	MTP903416504	05/01/22	05/01/23	Limit of Liability	10,000,000

**Description of Operations / Other Information:** See ADDITIONAL INFORMATION on the following page.

*This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.*

## ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

### ADDITIONAL INFORMATION

As respects GENERAL LIABILITY POLICY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES \*

Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.
3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract.

As respects PROPERTY

This policy insures against "All Risks" of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.

## IMPORTANT NOTICE

**\*All other Additional Insureds requests requires Legal approval and issuance of a Certificate of Insurance.**

**\*For special requests, such as a WET SIGNATURE, please contact the appropriate team: P&C – Doreen Morris or Therese Scamardo; E&O – Helen Ponce de Leon or Mari Maceri; Cyber – Jeremy Gillespie or Ariel Magrini.**

*This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.*



## Proposal Signature Page

Koff & Associates intends to adhere to all the provisions described above.

This proposal is valid for 90 days from date of submittal.

Respectfully submitted,

By: KOFF & ASSOCIATES  
State of California

Georg S. Krammer  
Managing Director, Compensation and Rewards Consulting

October 18, 2023



Koff & Associates  
A Gallagher Company

# **APPENDIX**

## Key Personnel Biographies

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### **Georg S. Krammer, M.B.A., S.P.H.R. Managing Director**

Georg brings over 22 years of management-level human resources experience to Koff & Associates with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He had five years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director before entering the public sector. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates Human Resources and Recruitment Services team.

He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and has been the firm's Chief Executive Officer since 2005.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- **Cities/Towns:** Alameda, American Canyon, Anaheim, Arroyo Grande, Bellflower, Campbell, Citrus Heights, Coachella, Concord, Cotati, Gilroy, La Cañada Flintridge, Lomita, Los Altos, Los Altos Hills, Menifee, Menlo Park, Morro Bay, Murrieta, National City, Newport Beach, Oakland, Oxnard, Palm Desert, Perris, Pleasant Hill, Port Hueneme, Redlands, Redwood City, Sacramento, San Diego, San Jose, San Marino, Santa Ana, Santa Barbara, Santa Clara, Saratoga, Sausalito, Seal Beach, Spokane (Washington), Vallejo, West Sacramento, Westminster, Yucca Valley, Yreka
- **Counties:** Bernalillo (New Mexico), Fresno, Monterey, Orange, Placer, San Joaquin, Sonoma, and Trinity.
- **Courts:** Habeas Corpus Resource Center, Superior Court of Kern County, Superior Court of Orange County, Superior Court of Santa Barbara.
- **Education:** College of the Sequoias, Excelsior Charter Schools, First 5 Alameda, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District.
- **Special Districts:**
  - Air Quality: Monterey Bay Air Resources District, South Coast Air Quality Management District
  - Community Services District: Cosumnes CSD, Desert Recreation District, Hayward Area Recreation and Park District, Helendale Community Services District, Heritage Ranch Community Services District, Incline Village General Improvement District, Phelan-Pinon Hills Community Services District, Town of Discovery Bay CSD, Truckee Donner Recreation & Park District, Tualatin Hills Park & Recreation District

- Fire and Police Protection: East Contra Costa Fire Protection District, Orange County Fire Authority, Sacramento Metropolitan Fire District
- Housing/Economic Development: Alameda Housing Authority, Housing Authority of the City of San Buenaventura, Housing Authority of the County of Alameda, Housing Authority of County of Santa Barbara, Housing Authority of County of San Luis Obispo, Oakland Housing Authority, Santa Clara County Housing Authority, San Bernardino County Housing Authority
- Open Space: Local Agency Formation Commission (LAFCO) of Santa Clara County
- Public Utilities: East Bay Municipal Utility District, Inland Empire Utilities Agency, North Tahoe Public Utility District, Southern California Public Power Authority
- Transportation: Alameda County Transportation Commission, El Dorado County Transit Authority, Golden Gate Bridge Highway and Transportation District, Livermore Amador Valley Transit Authority, Long Beach Transit, Marin Transit District, Metropolitan Transportation Commission, Ontario International Airport, Orange County Transportation Authority, Port of Hueneme, Port of Long Beach, Port of Oakland, Riverside County Transportation Commission, Sacramento Area Council of Governments, Sacramento Regional Transit District, San Bernardino County Transportation Authority, San Bernardino International Airport, San Francisco Bay Area Water Emergency Transportation Authority, Santa Barbara County Association of Governments, Santa Clara Valley Transportation Authority, Sonoma-Marín Area Rail Transit, Transportation Corridor Agencies, Western Riverside Council of Governments
- Wastewater: California Association of Sanitation Agencies, Central Marin Sanitation Agency, Encina Wastewater Authority, Leucadia Wastewater District, Napa Sanitation District, Ojai Valley Sanitary District, Orange County Sanitation District, Oro Loma Sanitary District, Truckee Sanitary District, Union Sanitary District, Vallejo Flood and Wastewater District
- Water: Bay Area Water Supply & Conservation Agency, Beaumont Cherry Valley Water District, Central Coast Water Authority, Cucamonga Valley Water District, Eastern Municipal Water District, Joshua Basin Water District, Marina Coast Water District, Metropolitan Water District of Southern California, Min-Peninsula Water District, Mojave Water Agency, Monte Vista Water District, Mt. View Sanitary District, Oakwood Lake Water District, Paradise Irrigation District, Rancho California Water District, San Bernardino Valley Water Conservation District, Santa Clarita Valley Water Agency, Sonoma County Water Agency, South Coast Water District, State Water Contractors, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Valley County Water District, West Basin Municipal Water District, Western Municipal Water District, Zone 7 Water Agency
- Other: Cooperative Agricultural Support Services Authority, Los Angeles County Employees Retirement Agency, Orange County Mosquito & Vector Control District

**Mike Harary, B.B.A., M.B.A.**

**Project Manager**

Mike Harary possesses over 33 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions. He has also served as a consultant with Koff and Associates for the last 2½ years managing numerous classification and compensation studies for multiple cities, counties, and special districts throughout California.

Mike has a bachelor's degree in Business Administration emphasizing in Human Resources Management from California State University, Long Beach, and a Master of Business Administration, also from Cal State Long Beach.

Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

- **Cities:** Bellflower, Corona, Davis, Duarte, East Palo Alto, El Monte, Fullerton, Gardena, Glendora, Newport Beach, Orange, Rohnert Park, San Marino, Spokane (WA), Westminster
- **Special Districts:** Altadena Library District, Banning Library District, Big Bear Lake Department of Water & Power, Buena Park Library District, Camrosa Water District, Chino Basin Water Conservation District, Cucamonga Valley Water District, Garfield County Public Library District (Colorado), Greater Los Angeles County Vector Control District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of Santa Barbara, Jurupa Community Services District, Los Angeles County Employees Retirement Agency (LACERA), Orange County Water District, Tri-City Mental Health Authority, and Victor Valley College

Mike will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

**Lindsay Christopher**  
**Senior Consultant**

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Mostly recently, she continued to focus on classification and compensation projects at East Bay Regional Park District.

Since joining K&A in 2019, Lindsay has worked on studies for the following:

- **Cities:** Gardena, Hemet, Milpitas, Tracy, Corona, Seattle (Library), Napa, Dinuba, Town of Truckee, San Leandro, Pleasant Hill, San Jose, Upland, Phoenix,
- **Counties:** Humboldt, **Butte, Kings,** San Diego, Contra Costa
- **Special Districts:** Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District, Marin Municipal Water District, Housing Authority of the City of Santa Barbara, Tri-City Mental Health Authority, Victor Valley College, Buena Park Library District, East Bay Regional Park District, Tualatin Hills Park and Recreation District, Valley Water, San Luis and Delta Mendota Water Authority, Desert Recreation District, Santa Clara Valley Water District, Regional Government Services, Compton Community College District, Port of Oakland, LA County Development Agency, Albuquerque Housing Authority, Metropolitan Transportation Commission

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University.

Lindsay will provide Senior H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

**Monica Garrison-Reusch, B.A., M.B.A.**  
**Consultant**

Monica has over 15 years of human resource program experience, all of which have been spent serving as either a team consultant or project manager on projects working with public sector agencies. Monica's primary professional focus over the last several years has been on classification and compensation practices.

Prior to joining K&A, Monica performed classification and compensation consulting services as either a team member or project manager on varied projects including large scale studies done for the Counties of Madera, Sacramento, Bernalillo (in New Mexico), and the California State Department of Personnel Administration. Monica also developed and served as a Co-Trainer for a two-day course on Classification and Compensation.

Monica's depth of experience allows her to provide a broad range of human resources services to public agencies. She specializes in compensation projects focusing on both base salary and total compensation analysis studies. Monica has also worked on project teams conducting classification studies and organizational analysis, including performing the full range of classification analysis and conducting in-depth survey and analysis of organizational structures and past organizational practices.

Since joining K&A, Monica has worked on studies for the following clients:

- **Cities:** Cotati, Crescent City, Pleasant Hill, Sacramento, Vallejo
- **Counties:** El Dorado, Mendocino, Monterey, Trinity
- **State:** California State Auditor's Office
- **Special Districts:** AC Transit, Cosumnes Community Services District, East Bay Municipal Utility District, Eastern Municipal Water District, El Dorado County Transit Authority, First 5 Contra Costa County, First 5 Santa Clara County, Hayward Area Recreation and Park District, Livermore Amador Valley Transit Authority, Mendocino Coast Rec and Park District, Mojave Water Agency, North Tahoe Public Utility District, Orange County Transportation Authority, State Water Contractors, Trabuco Canyon Water District

She earned an MBA with an emphasis in Marketing at Golden Gate University and a Bachelor of Science in Business Administration from the University of Southern California.

Monica will provide Senior H.R. Associate support for this project, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

**Arlene Marks Gibbs, BS, MPA, SPHR, IPMA-CP**  
**Associate Consultant**

Arlene Gibbs possesses over thirty years of Human Resources management experience including spending over twenty years in the public sector working for both large and small education, municipal and special district organizations in California.

Her public sector experience includes serving as the Chief Human Resources Officer for San Diego State University which is the largest California State University campus with over 6,700 faculty and staff. While at San Diego State, Arlene led the HR Directors Committee for the 23 campus system of HR service delivery. Her experience also includes senior and executive HR management roles with several small and large public agencies including the City of San Jose, the City of Tustin as well as air and water/wastewater special districts.

Arlene's experience includes all facets of Human Resources, Employee & Labor Relations. She is an experienced labor contract negotiator having negotiated many public sector labor agreements while serving as the Chief Spokesperson/Labor Negotiator. In addition, her experience includes managing recruitment and selection processes for all types of public sector positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a wide variety of general human resources functions.

Arlene holds a Masters' Degree in Public Administration from California State University Northridge and a Bachelor of Science Degree in Business Administration with an emphasis in Labor Relations from California State University Long Beach. She also is certified as an IPMA-CP and as a Senior Professional in Human Resources (SPHR).

Arlene has also led and participated in local, regional as well as statewide efforts in small and large agencies with the League of California Cities, IPMA as well as serving as a resource for City, County, State and Local Boards, Councils, Committees and Commissions.

Some of the K&A classification and compensation projects Arlene has worked on include but are not limited to:

- **Cities/Counties/Towns:** County of Butte, City of Bellflower, City of Concord, City of Cupertino, Humboldt County, City of Los Altos, Town of Los Altos Hills, and the City of Pinole.
- **Special Districts:** Dublin San Ramon Services District, Garfield County Public Library District (CO), Coachella Valley Water District, Foothill De Anza Community College District, and the Los Angeles County Development Authority.

Arlene will provide Senior H.R. Associate support throughout each effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

**Janna Dinkelspiel**  
**Associate Consultant**

Janna Dinkelspiel came to Koff & Associates in August 2022 with over 15 years' experience in private and public sector human resources. Most recently Janna was a Senior Employee Relations Analyst in a municipality where she gained well rounded experience in recruitment and retention, employee relations, labor relations, policy development, performance management, training and development and classification and compensation. Janna was the City's subject matter expert for classification and compensation while conducting and implementing three large-scale compensation studies for the City, as well as assisting the executive team with creation of a compensation policy.

Janna has a degree in Business Administration from the University of Washington and holds a Senior Professional Human Resources Certificate from HRCI.

**Edward Hsi**  
**Associate Consultant**

Edward Hsi has over 5 years of public-sector human resources experience with over 4 years in classification and compensation. His experience includes public sector work for California Public Utilities Commission and Glendale Community College. Edward joined Koff and Associates in November 2022.

Prior to joining Koff and Associates in 2022 he worked as a Classification and Compensation Analyst for Glendale Community College including taking part in managing, coordinating and participating in its District-wide classification study.

Edward earned his B.A. degree in Psychology at the University of California, Riverside and his M.S. degree in Industrial/Organizational Psychology at San Jose State University.

**Renate Tiner, B.Sc.  
Associate Consultant**

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration. Renate has a total of 10 years' experience.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

- **Cities:** Bellflower, Concord, Cupertino, El Monte, Hillsborough, Los Altos, Mt. Shasta, Piedmont, Rohnert Park, San Diego, Sausalito, West Sacramento, Calistoga, Foster City, Pittsburg, Perris, Santa Cruz, Town of Truckee, Hayward, Rio Dell, County of Butte
- **Special Districts:** Alameda County Transportation Commission, Bay Area Water Supply and Conservation Agency, Eastern Municipal Water District, Dublin-San Ramon Services District, Foothill-De Anza Community College District, Groveland Community Services District, Los Angeles County Employees Retirement Association, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Port of Long Beach, Riverside Community College District, and San Joaquin County Superior Court, Truckee Donner Public Utility District, Monterey Peninsula Regional Open Space District, Santa Clara Valley Open Space Authority, Triunfo Water & Sanitation District, Port of Stockton, Antelope Valley-East Kern Water Agency, Coachella Valley Water District, Foothill Municipal Water District, Orange County Sanitation District, Los Angeles Unified School District, Tahoe Transportation District, San Luis & Delta Mendota Water Authority, Habeas Corpus Resource Center

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

**RESOLUTION NO. 2023-12-20-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT AS COVENANTED TO IN THE  
SETTLEMENT AGREEMENT DATED NOVEMBER 16, 2023 BETWEEN THE  
IMPERIAL COUNTY LOCAL AGENCY FORMATION COMMISSION ("LAFCO")  
AND THE SALTON COMMUNITY SERVICES DISTRICT**

**WHEREAS**, the Imperial County Local Agency Formation Commission ("LAFCO") and the Salton Community Services District executed that certain Settlement Agreement ("Settlement Agreement") dated November 16, 2023, a copy of which is attached hereto as Exhibit "A" and which is incorporated herein, and;

**WHEREAS**, the Settlement Agreement provides in pertinent part as follows:

"5. The District shall acknowledge through a resolution that they understand and agree that LAFCO may proceed with a dissolution of the District at any time in the future based on facts that exist after the date of this Agreement (even if such facts are of a continuing nature that predate this Agreement) if LAFCO makes the necessary findings required under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "Act") (Government Code ("GC") Section 56000, et. seq.)."

**WHEREAS**, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore this resolution is not subject to CEQA. (CEQA Guidelines 15061(b)(3)).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

**RESOLVED**, that the forgoing Recitals are approved and made a part of this resolution; and

**RESOLVED AS FOLLOWS:**

The District understands and agrees that LAFCO may proceed with a dissolution of the District at any time in the future based on facts that exist after November 16, 2023 (even if such facts are of a continuing nature that predates November 16, 2023) if LAFCO makes the necessary findings required under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "Act") (Government Code ("GC") Section 56000, et. seq.).

**PASSED AND ADOPTED BY** the Board of Directors of the Salton Community

Services District, Salton City, California, held on the 20<sup>th</sup> December 2023, by the following vote:

	YES	NO
Michelle Gilmore	_____	_____
Michael Friese	_____	_____
Manuel Ramos	_____	_____
Lidia A. Sierra	_____	_____
Dale Johnson	_____	_____

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Michelle Gilmore, President of the Board of Directors

ATTEST:

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Sonia Thania Garcia, Secretary of the Board of Director

**EXHIBIT “A”**

**SEE ATTACHED SETTLEMENT AGREEMENT DATED NOVEMBER 16, 2023  
BETWEEN THE SALTON COMMUNITY SERVICES DISTRICT AND THE  
IMPERIAL COUNTY LAFCO**

## **SETTLEMENT, WAIVER AND RELEASE AGREEMENT**

THIS SETTLEMENT, WAIVER AND RELEASE AGREEMENT (this "Agreement") is made and entered into as of the 6th day of November, 2023 ("Effective Date"), by and between the Imperial County Local Agency Formation Commission ("LAFCO"), and The Salton Community Services District, a community services district ("SCSD"), who may hereinafter be referred to individually as "Party" and collectively as "Parties."

### **RECITALS**

- A. LAFCO initiated dissolution proceedings against SCSD on or about August 25, 2022 and continued those proceedings through the current date ("Dissolution");
- B. LAFCO requested that SCSD take certain actions to remediate certain issues as provided in the December 2, 2022, Executive Officer Report ("EO Report");
- C. District has taken the following actions and others and asserts it has substantially remediated the issues identified by LAFCO in the EO Report as follows:

The District voluntarily achieved substantial compliance with the remediation measures in the EO Report and has fully cooperated with LAFCO. The District is operating satisfactorily by providing services reliably and effectively and in compliance with the law. The District caused a forensic review of the finances under the old administration to be conducted by Urban Futures, a regionally recognized public finance consulting firm. LAFCO has a copy of this report and all other information referenced in this paragraph. The District hired a consultant who is a former law enforcement officer to review the data remaining on the servers after the acts of the prior administration. The District terminated an employee who ordered destruction of records. The District made extensive reports of suspect actions by the prior administration to both local and federal law enforcement officials and took extensive measures to cooperate with them. The District hired a well-known public agency accounting firm, the Pun Group, to assist with reconstruction of the District's financial records. The District is in the process of finalizing audits by O'Connor & Company for the three prior fiscal years (2020-2021, 2021-2022, and 2022-2023). The District has provided LAFCO with financial reports, resolutions, litigation status reports, oral reports by staff and legal counsel and all other information requested by LAFCO. The District employs an interim general manager, finance director and secretary as well as field staff. The District has held all regular meetings of the Board in 2022 and 2023. The District is scrupulous in following the Public Records Act, Brown Act and all other applicable laws. There are no chronic service deficiencies. The District does not spend funds in an unlawful or reckless manner. In fact, the District has adopted detailed Consolidated Fiscal Policies recommended by Urban Futures which call for stringent internal controls and policies. The District has also adopted a Conflict-of-Interest Code as required by the Political Reform Act, a Records Retention Policy, new Board Bylaws and Board Rules of Ethics. The District is in the process of installing new park grass, trees and irrigation. The District commissioned a rate study prepared by RCAC; it held a

protest proceeding under Proposition 218 and passed increased sewer user fees in accordance with Prop 218. The sewer user fee study was prepared by an engineer as required and LAFCO commented on and revised the sewer rate study. The District has defended the Prop 218 challenge filed against the District by a community group. The District sued and obtained a default judgement against the former General Manager for receiving a gift of public funds in 2021. The Board accepted the resignation of a prior General Manager as requested by LAFCO. The Board completed AB 1234 ethics training course at its October 2023 meeting. The District is pursuing grant funding to finance needed improvements to the sewer system with the assistance of RCAC. The District is actively following the law and endeavoring to comply with the law.

D. SCSD disputes the legal status of the LAFCO Dissolution ("Dispute").

E. Based on the foregoing, SCSD and LAFCO wish to resolve the Dispute and rescind the Dissolution on the terms provided herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises and covenants hereinafter set forth, it is hereby agreed by and among the Parties hereto that all claims, contentions, allegations and causes of action which are contained or alleged, or which could have been raised, in connection with the Dispute or the Dissolution, are to be compromised and settled without any admission of liability or concession by any Party that the contentions of the other Party are correct, on the following terms:

**I. INCORPORATION OF RECITALS.** All of the foregoing Recitals are hereby incorporated herein by reference as part of this Agreement; provided that, in the event of any conflict between the terms of the foregoing Recitals and this Agreement, the terms of this Agreement shall control.

**II. EFFECTIVE DATE.** This Agreement shall be effective upon the execution of this Agreement by all Parties hereto, as approved by their respective governing bodies." ("Effective Date").

**III. SETTLEMENT REQUIREMENTS.** The Parties shall comply with each of the following provisions, each of which constitutes a material term of this Agreement. A failure or refusal to comply with any of the following provisions, or any other provision of this Agreement, shall constitute a material breach of this Agreement.

#### **IV. RELEASE BY LAFCO**

This Agreement shall serve as a full rescission of the Dissolution and a release and discharge by LAFCO, on behalf of itself, its Commission, officers, employees and agents, in consideration of the mutual covenants and promises contained herein, of SCSD and SCSD's Board of Directors and each present and former member thereof, and SCSD's officials, employees, consultants, contractors, attorneys, agents, assigns, Trustors, Trustees, beneficiaries, heirs, owners, officers, directors, employees, agents, contractors, attorneys, and successors in interest, (collectively the "LAFCO Releasees"), from any and all claims or cross-claims and from any and all causes of action, attorneys'

fees, injunctive or declaratory relief, or for relief by way of writ of mandate, or for demands, damages, refunds, debts, reimbursements, liabilities, reckonings, accounts, obligations, costs, expenses, liens, actions, causes, and causes of action of whatever kind, known or unknown, at law or in equity, that LAFCO has or could have asserted against SCSD in connection with or arising out of the Dispute, the Property, and the Project, individually and collectively ("Released LAFCO Claims").

**V. RELEASE BY SCSD.** This Agreement shall serve as a full release and discharge by SCSD, on behalf of itself, its Board of Directors, officers, employees and agents, in consideration of the mutual covenants and promises contained herein, of LAFCO, and its commission and each present and former member thereof, and its officials, employees, officers, directors, consultants, contractors, attorneys, agents, assigns, beneficiaries, heirs, and successors in interest, (collectively the "SCSD Releasees"), from all claims or cross-claims and from all causes of action, attorneys' fees, injunctive or declaratory relief, or for relief by way of writ of mandate, or for demands, damages, refunds, debts, reimbursements, liabilities, reckonings, accounts, obligations, costs, expenses, liens, actions, causes, and causes of action of whatever kind, known or unknown, at law or in equity that SCSD has or could have asserted in connection with or arising out of the Dispute or the Dissolution.

**VI. DISTRICT COVENANTS.** The District shall be deemed to be on a "probationary" status for a term of three years from the date of this Agreement, during which time the District shall on a monthly basis provide the following:

1. Report all actions, including litigation or potential litigation, that could affect the financial health or viability of the District.
2. Monthly accounting statements showing the revenues and expenditures and any of the financial information requested by the Executive Officer including audited financials on an annual basis as required by law.
3. Agenda and minutes from all board meetings, including special meetings.
4. Any staff changes and the reasons for the same, if not in violation of the staff privacy rights.
5. The District shall acknowledge through a resolution that they understand and agree that LAFCO may proceed with a dissolution of the District at any time in the future based on facts that exist after the date of this Agreement (even if such facts are of a continuing nature that predate this Agreement) if LAFCO makes the necessary findings required under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (the "Act") (Government Code ("GC") Section 56000, et. seq.).

**VII. NO ADMISSION OF LIABILITY.** Each of the Parties acknowledges that this Agreement relates to the settlement of disputed claims. Therefore, it is agreed that this Agreement is not to be construed as an admission of liability by any of the Parties to this Agreement, which liability is specifically denied and each Party

acknowledges that the other Party has denied any and all wrongdoing and liability relating to the Dispute.

**VIII. AFTER DISCOVERED FACTS OR LAW.** Each Party acknowledges that it is aware that it may hereafter discover claims or facts in addition to or different from those it now knows or believes to be true with respect to the Dispute and Dissolution resolved hereby. Nevertheless, this Agreement shall be, and remain, in effect as a full and complete release as to the Dispute and the Dissolution, notwithstanding the discovery or existence of any such additional claims or facts.

**IX. WAIVER OF CIVIL CODE § 1542.** The Parties hereby expressly waive the provisions of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

**X. GOOD FAITH COMPLIANCE.** Each party hereby pledges to implement and carry out their obligations under this Agreement in good faith, and to take all steps necessary to effectuate the terms and conditions of this Agreement.

**XI. MISCELLANEOUS.**

**A. No Admissions.** No admission is made by any Party as a result of the execution or performance of this Agreement. Nothing contained in this Agreement shall be construed as an admission by any Party of any liability to any other Party, nor shall anything in this Agreement be construed as a waiver, retraction, or modification of the positions of any Party except as expressly provided herein.

**B. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, legal representatives, parent, subsidiary, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons, firms, associations and/or corporations connected with them, including, without limitation, their insurers, sureties and/or attorneys having any interest in the Property.

**C. Attorneys' Fees.** In the event that any action, suit or other proceeding is instituted to remedy, prevent or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, or contesting the validity or enforceability of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred in such action, suit or other proceeding, including any and all appeals or petitions therefrom.

**D. Integrated Agreement.** This Agreement is an integrated agreement and constitutes the entire agreement of the Parties hereto with respect to the Dispute and the Dissolution, both individually and collectively, and supersedes any and all prior agreements, communications, representations, or warranties, whether oral or

written, by any Party or any agent, officer, partner, employee, or representative of any Party.

**E. Amendments.** This Agreement may not be modified, altered, amended, or rescinded except by an instrument in writing, which is signed by all Parties affected by any such modification, alteration, amendment or rescission.

**F. Severability.** Should any part, term or provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

**G. Construction.** This Agreement is the product of negotiation, drafting and preparation by and among the Parties and their respective attorneys. The Parties expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another and its attorneys, and will be construed accordingly. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement.

**H. Notices.** All notices that are required to be delivered under this Agreement shall be in writing and personally delivered, or sent by overnight delivery, registered or certified mail, postage prepaid, addressed as follows:

**FORLAFCO:**

With a copy to:

**FORSCSD:**

Emmanuel Ramos, Interim General  
Manager  
Salton Community Services District  
1209 Van Buren Ave  
Theimall, 92274

With a copy to:

Robert Patterson, Esq.  
SBEMP

1800 E. Tahquitz Canyon Way  
Palm Springs, California 92262

Such addresses may be changed from time to time by the addressee by serving notice as heretofore provided. Service of such notice or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing (whether or not actually received by the addressee), whichever is earlier in time.

**I. Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of Imperial, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Imperial. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

**J. Further Assurances.** Each Party shall from and after the date hereof execute, acknowledge and deliver such further instruments and perform such additional acts as any other Party may reasonably request to effectuate this Agreement.

**K. Third Party Beneficiaries.** No term or provision of this Agreement or the exhibits hereto is intended to or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

**L. Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

**M. Admissibility.** No Party may use this Agreement as evidence in a proceeding concerning the Dispute between the Parties.

**N. Rules of Construction; Precedence.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in direct conflict with any terms and conditions of the Project, the provisions of this Agreement shall prevail.

**O. Warranty of Authorized Signatories.** Each of the signatories hereby warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the Party for whom he or she purports to sign.

**P. Execution of Counterparts.** This Agreement may be executed in counterparts which, when taken together, shall constitute one original agreement. Facsimile or electronic counterparts shall be effective as if the original signed counterpart were delivered.

IN WITNESS WHEREOF, the undersigned each has executed this Agreement as of the Effective Date.

**IMPERIAL COUNTY LAFCO:**

**SALTON COMMUNITY  
SERVICES DISTRICT**

By: 

By:   
Michelle Gilmore, President

**ATTEST:**

**ATTEST:**

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

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

**Approved as to Form:**

**Approved as to Form:**

By: 

By: 

**RESOLUTION NO. 2023-12-20-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SALTON COMMUNITY SERVICES DISTRICT ADOPTING A SERVICE AREA  
PLAN PREPARED FOR THE IMPERIAL COUNTY LOCAL AGENCY FORMATION  
COMMISSION (LAFCO)**

**WHEREAS**, Section 56430 of the Cortese-Knox Local Government Reorganization Act of 2000 requires that LAFCO conduct service reviews also known as Service Area Plans, and;

**WHEREAS**, The Imperial County LAFCO has required that the Salton Community Services District prepare a Service Area Plan for their review in conformance with Section 56430 of the Cortese-Knox Local Government Act of 2000, and;

**WHEREAS**, the Service Area Plan evaluates the services provided by Salton Community Services District and provides a cursory review of services provided by Imperial County, and;

**WHEREAS**, the project is exempt from the California Environmental Quality Act per Section 15306, Class 6 which consists of basic data collection, research, experimental management, and resource evaluation activities that do not result in a serious or major disturbance to an environmental resource. These may be strictly for information-gathering purposes or as part of a study leading to an action that a public agency has not yet approved, adopted, or funded; and;

**WHEREAS**, Salton Community Services District approved a Service Area Plan on November 15, 2023 which was subsequently revised and must, therefore, be approved at this time.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SALTON COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

**RESOLVED**, that the forgoing Recitals are approved and made a part of this Resolution; and

**RESOLVED**, that the Service Area Plan for the Salton Community Services District, a copy of which is attached hereto as Exhibit “A”, is hereby approved.

**PASSED AND ADOPTED BY** the Board of Directors of the Salton Community

Services District, Salton City, California, held on the 20<sup>th</sup> December 2023, by the following vote:

	YES	NO
Michelle Gilmore	_____	_____
Michael Frieze	_____	_____
Manuel Ramos	_____	_____
Lidia A. Sierra	_____	_____
Dale Johnson	_____	_____

---

Michelle Gilmore, President of the Board of Directors

ATTEST:

---

Sonia Thania Garcia, Secretary of the Board of Director

**EXHIBIT “A”**  
**ATTACH SERVICE AREA PLAN**



# Salton Community Services District

## Service Area Plan

July 2021  
Revised November 2023

RICK Engineering Company



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## EXECUTIVE SUMMARY

This Service Area Plan (SAP) is prepared for the Salton Community Services District (District). The purpose of the SAP is to provide the Imperial County Local Agency Formation Commission (LAFCO) with enough information to demonstrate that future public facilities have been identified and will be available to serve the future development within the Sphere of Influence (SOI) in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. This document complies with the requirements of Section 56653(b) regarding the preparation of a plan for providing services (Service Area Plan) and provides the information necessary for LAFCO to conduct a municipal services review in compliance with Section 56430.

The following definitions will be helpful in understanding this executive summary:

**Population Projections:** Population projections offer estimates of the population every five years until 2040. The planning horizon begins in 2020, aligning with the publication of the 2020 U.S. Decennial Census, which provides the most precise population figures for Census Designated Places (CDPs) such as Salton City and Desert Shores.

**Performance Standard:** A performance standard is the desired level of service that a public facility must provide.

**Facility Analysis:** The facility analysis determines the existing and future impacts or demands of public facilities.

### Population Projections

Year	Salton City Population	Desert Shores Population	Estimated/Projected Total Population
2020	5,155	1,128	6,283
2025	5,181	1,134	6,314
2030	5,207	1,139	6,346
2035	5,233	1,145	6,378
2040	5,259	1,151	6,410

## Public Facilities Analysis

### Administrative Facilities

**Performance Standard:** The District currently has no formal performance standard for administrative facilities. The District anticipates that 1,300 square feet of administrative facilities per 1,000 population reflects District demand.

**Existing Facilities:** Administrative Office: 7,640 sq. ft.  
Service Garage with Storage: 2,500 sq. ft.  
Storage Building with Office: 900 sq. ft.  
**TOTAL: 11,040 sq. ft.**

**Existing Demand:** 8,168 sq. ft.

**Adequacy:** Building Square Footage  
Existing = 11,040  
Demand = 8,168  
**Surplus = 2,872**

**Future Demand:** The District is on track to meet the projected facilities square footage demand of approximately 8,333 sq. ft. of Administrative Facilities by 2040.

**Mitigation:** Continue to periodically review the administrative facilities and personnel of the District through the preparation of annual reports. Such review will identify staffing and budgetary concerns as District growth continues to increase the demand on facilities and staff.

Develop a long-term street lighting and landscaping plan.

Maintain agreements and Memorandums of Understanding (MOUs) with the County to continue providing space for County activities, departments, and programs.

Performance of a formal building structural inspection to identify necessary repairs for construction and associated costs to be incurred by the District to continue administrative activities.

Engage and hire a qualified and experienced professional to take over the role of District General Manager. Maintain the IGM and existing staff for as long as possible to provide a smooth transition to the upcoming General Manager.

<b>Funding Sources:</b>	General fund – property taxes from the County, interest income on accounts, charges for services, and other miscellaneous sources. Rental income from cellular tower facilities and from the Burrtec waste contract agreement also funds the administrative facilities.
<b>Annual Budget (2022/2023):</b>	\$112,709.79
<b>Cost Per Capita:</b>	\$17.94

## Wastewater Treatment and Sewer Facility Capability

**Performance Standard:** 85 percent capacity at peak flow

**Existing Facilities:** Desert Shores:  
Evaporation and Percolation Ponds  
Seven Ponds  
Maximum capacity of 200,000 GPD (SCSD, 2016)  
25 miles of sewer lines

Thomas Ramon Cannell (TRC):  
11 Evaporation, Percolation, Polishing, Aeration,  
Clarifying, and Emergency Ponds  
Maximum capacity of 185,000 GPD (SCSD, 2016)  
430 miles of sewer lines

Lansing:  
Evaporation and Percolation Ponds  
Five Ponds  
Maximum capacity 120,000 GPD (SCSD, 2016)  
Shares 430 miles of sewer lines with TRC

**\*Note:** The District is in the process of applying for a separate planning study grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs. Due to this, facility capacity metrics were not updated from the information provided in the 2016 SAP.

**Existing Demand:** 6 Personnel

**Adequacy:**  $6,283 \text{ Existing Population} \times 1.45 \text{ personnel} / 1,000 \text{ Population} = 9$   
personnel demand – does not meet performance standard

**Future Demand:** The District will update the wastewater master plan and continue to work with the Regional Water Board on plans to expand wastewater facilities as the TRC and Lansing Facilities reach capacity.

Also, the District is in the process of applying for a planning study grant through the State Water Resources Control Board to evaluate the capacities of the wastewater treatment facilities (WWTFs) to determine if future growth can be accommodated by District wastewater services.

**Mitigation:**

Continue to periodically review the wastewater rate and financing structure to ensure adequate funding for the implementation of new projects and the maintenance of existing facilities. The Salton Community Services District Wastewater Rate Study recommended an increase in sewer rates of 30 percent in June 2024 and incremental increases of 4 percent in the subsequent four years to ensure the system is financially viable. This study was updated in January 2023. Per Prop 218 requirements, the user rate increases were brought to the community for a vote in July 2023 and were ultimately adopted by the District.

Establish District goals in terms of Biological Oxygen Demand (BOD) and total suspended solids (TSS) levels and continue to monitor activities at all three Wastewater Facilities. Implement best management practices (BMPs) for wastewater treatment to minimize pollutants and protect water quality.

Prior to the recordation of a Final Map for a development project proposed within the District Sphere of Influence, the District shall require a development agreement enforced by the County Land Use Ordinance, indicating that adequate wastewater service would be available to the completed project.

To meet the wastewater treatment needs of the existing population in Salton City, the District will construct an expandable ponding system per the design and specification requirements of a qualified engineering firm. Phase 1 for expanding the wastewater treatment needs include updating the TRC facility to a rated capacity of 1 MGD and phase 2 would expand capacity to 3 MGD to accommodate future District demand.

The District will also complete the following tasks to assure the Wastewater System is in compliance with local, state, and federal regulations.

Implement a robust monitoring and reporting system complying with LAFCO guidelines to track the progress and effectiveness of mitigation measures. Regularly communicate findings and updates to the public and relevant authorities based on the requirements set forth in LAFCO's Staff Report for the District. Adhere to all direction from LAFCO throughout probationary status.

Release bid packages and secure construction contracts to proceed with the selected alternative. Obtain necessary permits and provide required notifications to agencies to receive authorization for completing the improvements.

Conduct biological and cultural resource studies to address the federal crosscutter requirements of the federal Clean Water State Revolving Funding program.

With the assistance from RCAC, develop a Clean Water State Revolving Fund (CWSRF) Planning Application to fund the Selected Construction Project and promptly execute the bidder selection process to complete the improvements.

Prepare detailed system maps of the sewer system, drainage basins, hydraulic models, or record drawings (as-builts) as required as part of the Sewer System Management Plan (SSMP) mandated by the Regional Water Quality Control Board.

Apply for a separate planning grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs.

**Funding Sources:** The primary sources of revenue for wastewater treatment and collection facilities (including sewer maintenance) are yearly sewer user fees, sewer lot standby fees, and administration fees transferred from the General Fund.

**Annual Budget (2022/2023):** \$3,979,900.00

**Cost Per Capita:** \$631.03

## Park and Recreational Facilities

<b>Performance Standard:</b>	The District currently has no formal performance standards with regards to parks and recreational facilities. However, historically the District utilized a 5.0 acres per 1,000 population performance standard to reflect District demand.
<b>Existing Facilities:</b>	<u>Park Acres Owned:</u> Salton City Community Park = 10.5 acres Desert Shores Park = 4.59 acres Undeveloped (possible) park/open space properties = 102.37 acres <b>TOTAL = 15.09 acres of developed park facilities and 117.46 acres of possible park space</b>
<b>Existing Demand:</b>	31 acres
<b>Adequacy:</b>	<u>Parkland Acreage:</u> Existing = 15.09 Demand = 31 <b>TOTAL = 15.91-acre deficit</b>
<b>Future Demand:</b>	The District is not on track to meet the projected required demand of 32 acres of parkland by 2040 (based upon population projections).
<b>Mitigation:</b>	<p>Leverage State and County grants to perform capital improvement projects in the Salton City Soccer Park and Desert Shores Community Park. Ensure compliance with grant funding requirements and meet the standards necessary for expenditures and reimbursements.</p> <p>Due to inconsistent funding, it is recommended the District investigate the process of relinquishing all responsibilities for Parks and Recreation to the County of Imperial or define a reoccurring funding source.</p> <p>Require developers of new residential developments to dedicate parkland and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities.</p> <p>Develop a maintenance and improvement plan for all park and recreational facilities within the District taking into consideration the results of the questionnaire distributed by the Community Recreation Complex Commission.</p>
<b>Funding Sources:</b>	The Parks and Recreation funding for the District for the 2022-23 fiscal year is mostly comprised of a grant of \$473,187 from an outside source to fund improvements in the two parks within the District.

Another source of funding includes park fees which generally consist of park reservations, purchased through a refundable \$100.00 deposit and a \$50.00 light fee for providing lighting for organized events.

**Annual Budget  
(2022/2023):** \$411,400.00

**Cost Per Capita:** \$65.23

## Solid Waste Disposal/Sanitation

<b>Performance Standard:</b>	<p>The California Integrated Waste Management Board (IWMB) sets a waste diversion rate goal of 50 percent.</p> <p>The Imperial County Waste Management Plan requires the landfill that services the area to have a minimum 15-year capacity.</p>
<b>Existing Facilities:</b>	<p>The District maintains a contract with Burrtec which ensures the adequacy of existing solid waste disposal facilities and services.</p> <p>In addition to the existing contract, the Salton City landfill services all residents of Imperial County, including District residents.</p>
<b>Adequacy:</b>	<p>The District's contract with Burrtec ensures adequacy of solid waste disposal facilities and services. The Salton City landfill has a 50-year planning capacity. Imperial County, which is inclusive of the District, meets the waste diversion goal set forth by the IWMB.</p>
<b>Future Demand:</b>	<p>As the District continues to grow, so does the need for solid waste disposal services and facilities. The original ten-year franchise agreement with Burrtec from 2009 was amended as of December 2019 to include collection services for residents on the Imperial County Tax Roll. The Salton City Landfill has a closure date in excess of 50 years. This site will suffice for District needs now and into the future.</p>
<b>Mitigation:</b>	<p>Study the long-term implications of mandatory trash collection pick-up and the implication of in-house trash collection.</p>
<b>Funding Sources:</b>	<p>Burrtec and the District agreed to place all District Residents on the Imperial County Tax Roll for Solid Waste and Recycling Services, with the option to "opt-out" for direct billing or perform Self-Hauling. Direct costs billed to end users at rates determined by Burrtec. Each year, rates are assessed by Burrtec based on operating costs and are defined in the annual renewal agreement negotiated by the District. The District takes 5% of the annual revenue for administering the solid waste services.</p>
<b>Annual Budget (2022/2023):</b>	<p>*\$20,000</p> <p><b>*Note:</b> 2022- 2023 District Budget Burrtec Waste Contract Value</p>
<b>Cost Per Capita:</b>	<p>Effective 2023 residential rates average \$81.33 per 3 months of service. Commercial rates are conditional on the frequency of collection and container size.</p>

# 1. INTRODUCTION

## Background on the Salton Community Services District

The Salton Community Services District (District) lies on the west side of the Salton Sea within Imperial County just south of the Imperial-Riverside County line (see Figure 1). The District encompasses unincorporated land that includes the communities of Salton City and Desert Shores. In 1955, Desert Shores Community Services District was chartered by the State of California. In 1957, the M. Penn Phillips Company began development of Salton City and needed a method to control services. Rather than going through the legislative process of forming a governing agency, they annexed a section of land along the shoreline by tangent comers south to Salton City from the Desert Shores Community Services District. Later development was performed by Holly Corporation of Dallas, Texas. The Desert Shores Community District was renamed the Salton Community Services District in 1957, as authorized by the Secretary of the State of California. Figure 2-2 provides the existing District boundary.

The Salton City area was divided into 86 subdivided tracts. Each of these tracts were allotted to individual development companies after the individual tract maps were Certified and Stamped approved by Imperial County as final. As each lot was surveyed and graded the developer of each lot paid into a District fund for water and sewer. As the streets were developed they were deeded to Imperial County. In 1985, per Chapter 59 Statues 1985, enforcement of the Covenants Condition and Restriction of all 86 tracts within the District was granted to the District. The District today includes Desert Shores, the connecting tract of land, and Salton City, which includes portions of land east of State Highway 86 (see Figure2).

The District includes approximately 20,480 acres. The District maintains a Sphere of Influence (SOI) with the Imperial County Local Agency Formation Commission (LAFCO) that extends from the Riverside County line south to Highway 78, and from the Salton Sea to the San Diego County line (see Figure 2 below).

## Purpose of the Service Area Plan

This Service Area Plan (SAP) has been prepared for the District in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, which requires that such a plan identifying the existing and projected demand for public facilities and services be prepared by all incorporated cities and Special Districts within the State of California (State). The 2000 legislation is specifically implemented by LAFCO, whose policy states that an SAP must be implemented by a District in order for any formal annexation of land into that District's boundaries to take place.

## Organization and Use of the Service Area Plan

The SAP outlines the District's existing public services and facilities, estimates the current and future anticipated demand for such facilities and services, and describes how necessary facilities and services will be or may be developed and extended to meet projected demands.

The SAP is intended to demonstrate the District's intent and ability to provide adequate services within its boundaries. An approximately 20-year planning horizon is used to forecast growth, and the estimated demands and provision to meet demands are based on population projections in five-year increments through 2040.

The population projections used in this document are based on information provided by the Salton Community Services District and a review of historical and anticipated population growth rates in various communities in northern Imperial County.

The document is organized into the following sections that satisfy the requirements set forth in the LAFCO guidelines.

**Executive Summary:** Provides a brief summary of the SAP, highlighting key information regarding demand and financing.

**Chapter 1.0 Introduction:** Outlines the purpose and intent of the SAP and presents the layout of the SAP to help the reader use the document. This chapter also provides background information on the District and the planning documents that enabled the preparation of the SAP.

**Chapter 2.0 Growth and Projections:** Provides general information about projected population, current and future land use trends in the District and the District's SOI, and the implications of these trends for the development of District services and facilities.

**Chapter 3.0 Facilities and Services:** Details the current and planned facilities and services, their current and projected adequacy, measures to ensure adequacy, and how such measures will be achieved and financed. An analysis of the following facilities and services is provided:

- 3.1 Administrative Facilities
- 3.2 Wastewater Treatment and Sewer Facilities
- 3.3 Park and Recreational Facilities
- 3.4 Sanitation / Solid Waste

The analysis within the SAP of each public service is based on the standards developed by LAFCO. Each subchapter of Chapter 3 contains the following four sections:

- **Performance Standard:** A description of any standards or goals that have been adopted by the District to review the adequacy of service within the existing and future timeframes.
- **Facility Planning and Adequacy Analysis:** An inventory of the existing facilities, the adequacy of the facilities when compared to existing demands, the anticipated demand for facilities pursuant to growth of the District, and the phasing of the demand for facilities.
- **Financing:** An explanation and identification of how services and facilities are currently being funded, including a per capita cost, and how future services and facilities may be funded.
- **Mitigation:** A series of recommendations to ensure that adequate facilities will be provided and that proper levels of service will be maintained.

**Chapter 4.0 Financing:** Identifies all of the potential funding mechanisms for public services and facilities provision that are available to the District. This section presents potential funding sources and then identifies how each service or facility sector is currently funded. It outlines appropriate future funding opportunities as well as cost saving opportunities.

**Chapter 5.0 Services Not Provided by the District:** Provides an overview of services not provided by the District such as schools, electricity, and water.

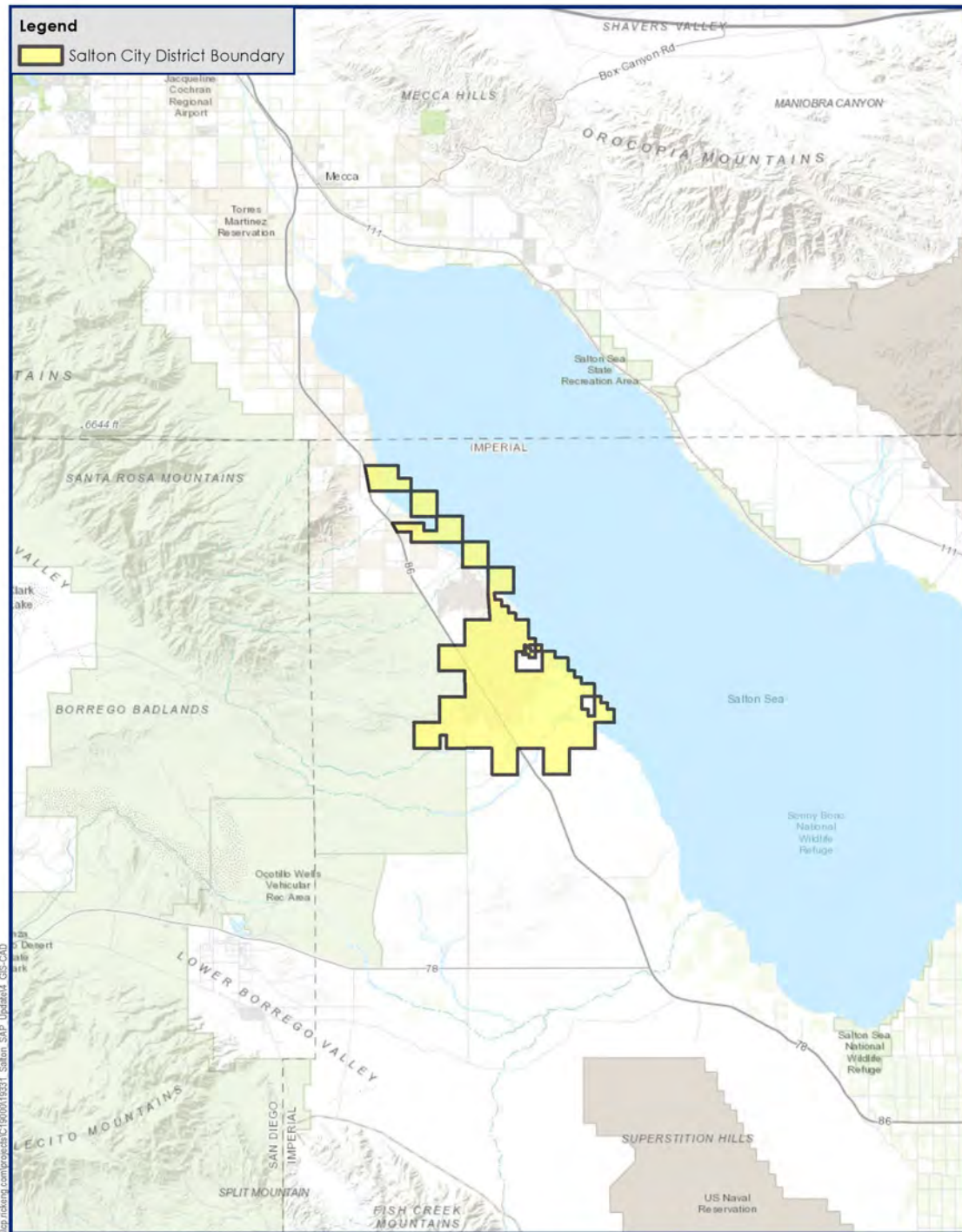
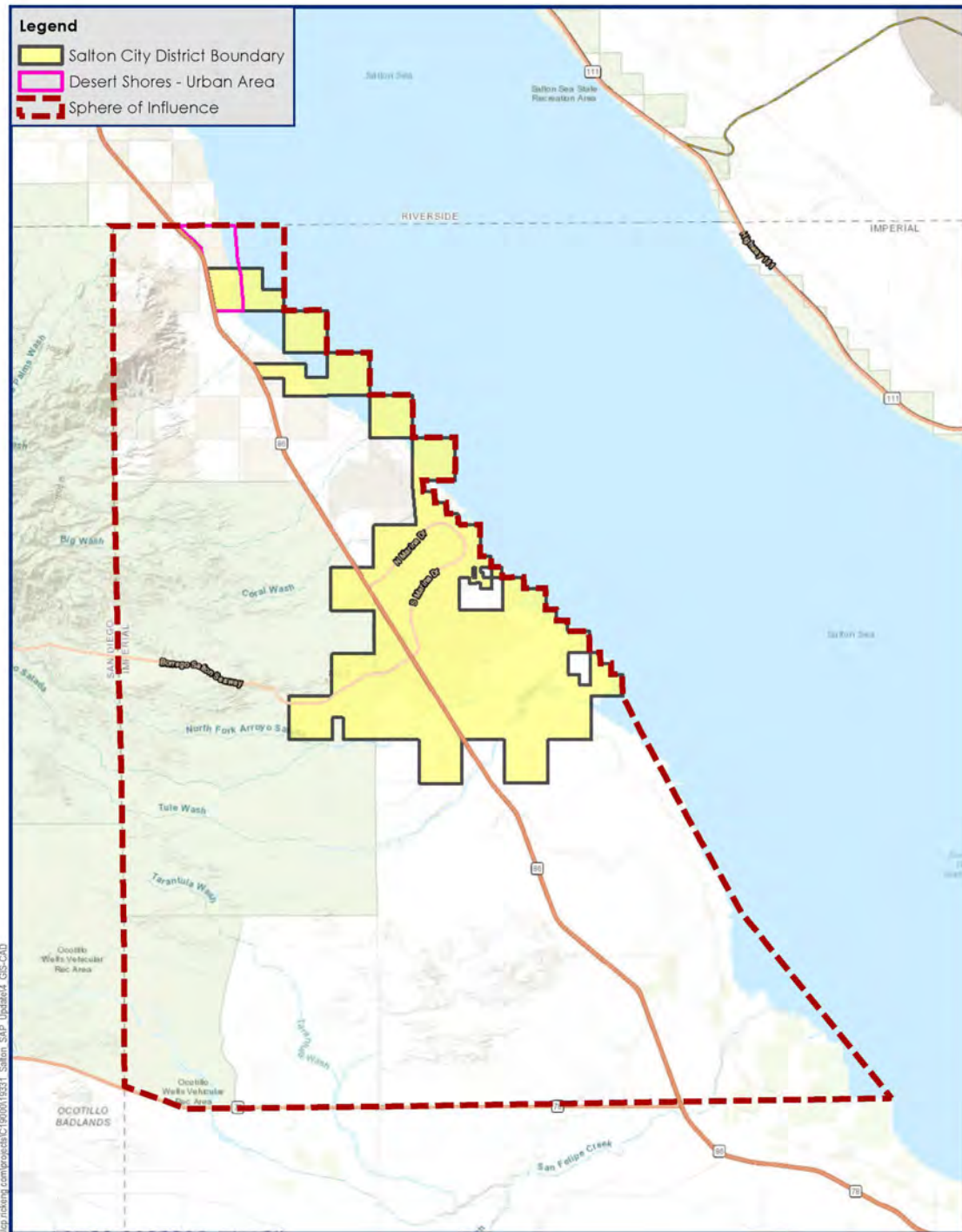


FIGURE 1  
**VICINITY MAP**  
 SALTON CITY SAP - 2/4/2021



SOURCES: Imperial County, SCAG, ESRI



**FIGURE 2**  
**DISTRICT BOUNDARY & SPHERE OF INFLUENCE MAP**

SALTON CITY SAP - 2/4/2021

## 2. GROWTH AND PHASING PROJECTIONS

### Introduction

The phasing projections section provides an estimate for where and when development will occur within the District, including where annexation would extend the District's boundaries. Although phasing projections are difficult to predict with precision, they are beneficial to the process of planning of public facilities to ensure level of service standards are continually met.

The District includes approximately 20,480 acres with vacant lots located throughout the District. A large amount of developable land exists within the District boundaries.

### Projected Population

Population projections are based on information provided by the Salton Community Services District and a review of historical and anticipated population growth rates in various communities in northern Imperial County. The population within the District is condensed mainly within the unincorporated communities of the Salton City Census Designated Place (CDP) and the Desert Shores CDP. The 2020 U.S. Decennial Census reported a population of 5,155 in Salton City and 1,128 in Desert Shores.

The population projections assume an average annual population growth rate of 0.1% for the Salton City and Desert Shores areas within the District, based upon research of projections for population provided by the California Department of Transportation (Caltrans)<sup>1</sup> and population estimates provided by the U.S. Census. Caltrans projections anticipate an annual average population rate of growth of 0.1 percent for Imperial County, between 2022 and 2027.

According to the U.S. Census Bureau, between 2010 and 2020, Imperial County experienced a 3% increase in population, growing from 174,528 to 179,702 residents over ten years.<sup>2</sup> This equates to an average annual growth rate of 0.3% for all of Imperial County. The majority of this growth occurred in the cities of El Centro and Brawley. Population forecasters anticipated Imperial County's growth to continue at the same rate between 2020 and 2030, however challenges associated with the COVID-19 pandemic led to population declines in Imperial County in recent years.<sup>1</sup> Due to pandemic restrictions between 2020 and 2022, net migration rates became negative, with residents moving out of the county or prevented from moving in from Mexico. Due to this and other factors, Caltrans projected an average annual population growth rate of 0.1 percent for Imperial County (overall) between 2022 and 2027.

<sup>1</sup> Imperial County Economic Forecast, California Department of Transportation, March 2023.

<sup>2</sup> 2020 U.S. Decennial Census, U.S. Census Bureau, April 2021

<sup>3</sup> 2010 U.S. Decennial Census, U.S. Census Bureau, December 2010

Between 2010 and 2020, the U.S. Census Bureau reported that the Salton City CDP population increased from 3,763 to 5,155, a nearly 37% increase. This equates to an average annual growth rate of 3.7%. It was reported that the Desert Shores CDP population grew by approximately 7% over the ten-year period, equating to an average annual growth rate of 0.7%. U.S. Census American Community Survey (ACS) annual population estimates for Salton City and Desert Shores were not provided for years following the 2020 U.S. Decennial Census.

Population dynamics in Salton City and Desert Shores are subject to higher rates of change due to their smaller population size. Considering this, it is essential to incorporate modest growth rates which are more representative of population trends for the region as a whole. The population projections, outlined as follows, assume an average annual population growth rate of 0.1 percent, in line with Caltrans projections for Imperial County for the next four (4) years.

Over the years, various local and state agencies have developed and begun executing a number of plans and studies to revitalize the Salton Sea area, including the Salton Sea Master Development Plan and the Salton Sea Habitat Enhancement Project, launched by the California Department of Water Resources. In addition, various companies and organizations have considered the Salton Sea area for the mining of natural resources needed for renewable energy storage and for the production of legal cannabis.

While the District is aware of such plans, which could attract additional population and investment to the region if implemented, the implementation timelines for various rehabilitation and revitalization efforts and business ventures in the Salton Sea area remain uncertain. The population projections in this SAP were created independent of any other studies or plans at the local or regional levels and as noted, draw primarily from regional growth projections for the Imperial County area.

Year	Salton City Population	Desert Shores Population	Estimated/Projected Total Population
2020	5,155	1,128	6,283
2025	5,181	1,134	6,314
2030	5,207	1,139	6,346
2035	5,233	1,145	6,378
2040	5,259	1,151	6,410

## Areas of Annexation

There are no current or pending areas of annexation within the District boundaries at the time this SAP was drafted, and no annexations have occurred since the previous (2006) SAP was published.

## Existing Land Use

The County of Imperial has land use authority over the District. Existing land use in the District is guided by the West Shores / Salton City Urban Area Plan, which is incorporated to and implements the Land Use Element of the Imperial County General Plan. The District is located within the West Shores / Salton City Urban Area, which encompasses nearly 32,000 acres and includes the community of Salton City, the beach resorts of Vista Del Mar, Salton Sea Beach, and Desert Shores, and the proposed Habitat 2000 Specific Plan Area. The West Shores / Salton City Urban Area (Urban Area) is generally bound by the Riverside County line on the north, the Salton Sea on the east, the Navy's Salton Sea Test Base on the south, and State Highway 86 on the west, except for portions of Salton City which extend west of Highway 86. Portions of the Torres-Martinez Indian Reservation are located in the northern part of the Urban Area.

The Land Use Element of the County's General Plan indicates that Urban Areas will eventually be annexed or incorporated and should be provided with the full range of public infrastructure normally associated with cities. The General Plan indicates that any new development in Urban Areas shall provide for the extension or development of full urban services such as public sewer and water, drainage improvements, streetlights, fire hydrants, fully improved paved streets with curbs and, in many cases, sidewalks. Improvements shall be consistent with the County's development standards. Urban Areas may include a broad range of residential, commercial, and industrial uses.

Existing land uses in the District are governed by the provisions of the Imperial County Zoning Ordinance and are guided by the goals and policies presented in the County's Land Use Element of the General Plan and Urban Area Plan. By implementing the language from these documents, the District dictates the types of land uses that are allowed in specific areas within its boundaries. The West Shores / Salton City Urban Area Plan lists the following land use zones for Salton City and Desert Shores: Agriculture (A-1), Low Density Residential, Medium Density Residential, High Density Residential, Neighborhood Commercial, General Commercial, Light Industrial, Medium Industrial, and F (Recreation Zone). Figures 3 and 4, below, show the zoning for Desert Shores and Salton City derived from the Imperial County General Plan and Figures 5 and 6 detail the General Plan's guidance for land use and zoning in the Sphere of Influence. Figure 7 outlines the Salton City Airport land use compatibility zones.

The West Shore economy is based on employment in the various agricultural operations in Imperial County, as well as employment in retail and hospitality, serving local residents as well as highway travelers and seasonal visitors to the area. In the event there is a significant clean-up or rehabilitation of the Salton Sea, making the region more attractive to residents and recreational visitors, the economic development prospects of the District may improve significantly. In addition, investment in renewable energy and lithium industries may continue to support economic growth in this part of Imperial County.

## Planned Land Use

Planning and development within the District boundaries is guided by the goals and policies of the General Plan Land Use Element of the County of Imperial, the West Shores / Salton City Urban Area Plan, and other General Plan elements. Through the implementation of these elements / plans and the application of the land use designations detailed above, the District is generally able to foresee where and to what extent growth will occur within its boundaries.

The SAP assumes that all of the land within the District's Sphere of Influence will one day be annexed into the District. The General Plan does not provide a schedule for annexation of land to the District.

### *Approved, Planned, and Proposed Development:*

At the time this SAP started being drafted (2021), there were no proposed, pending, or planned developments within the Desert Shores or Salton City communities.

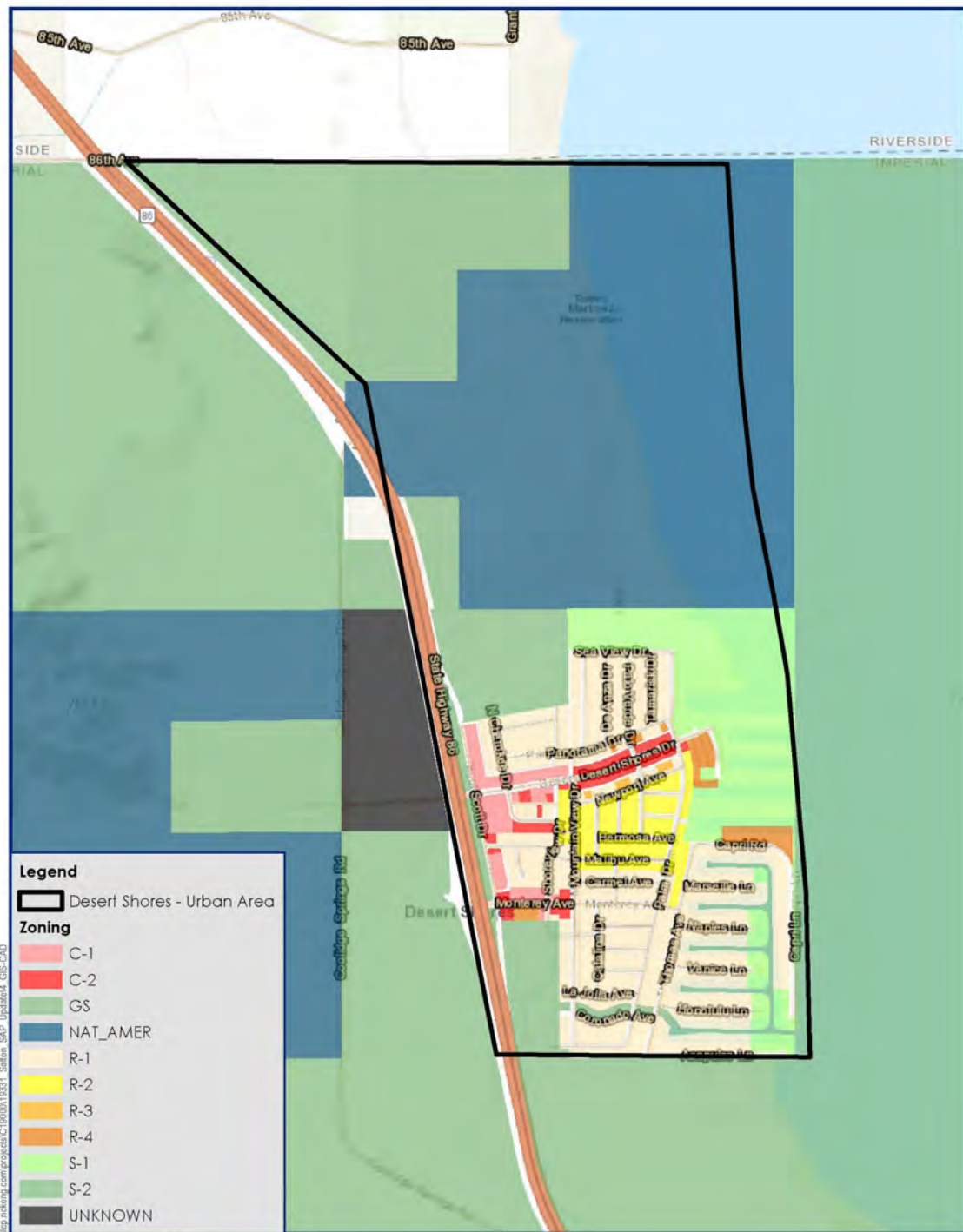
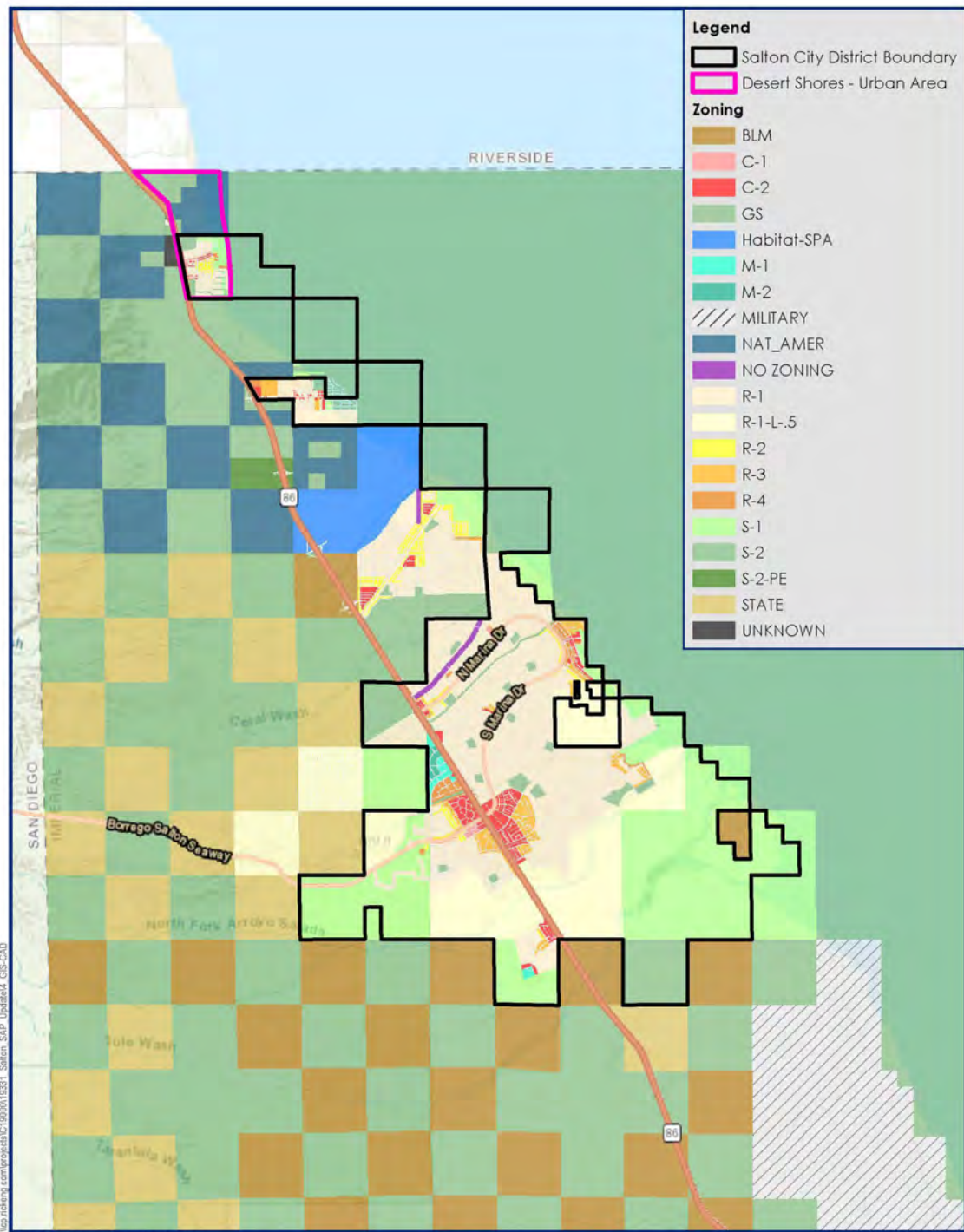


FIGURE 3  
**DESERT SHORES ZONING**  
 SALTON CITY SAP - 2/4/2021



SOURCES: Imperial County, SCAG, ESRI



FIGURE 6  
SALTON CITY ZONING  
SALTON CITY SAP - 2/4/2021

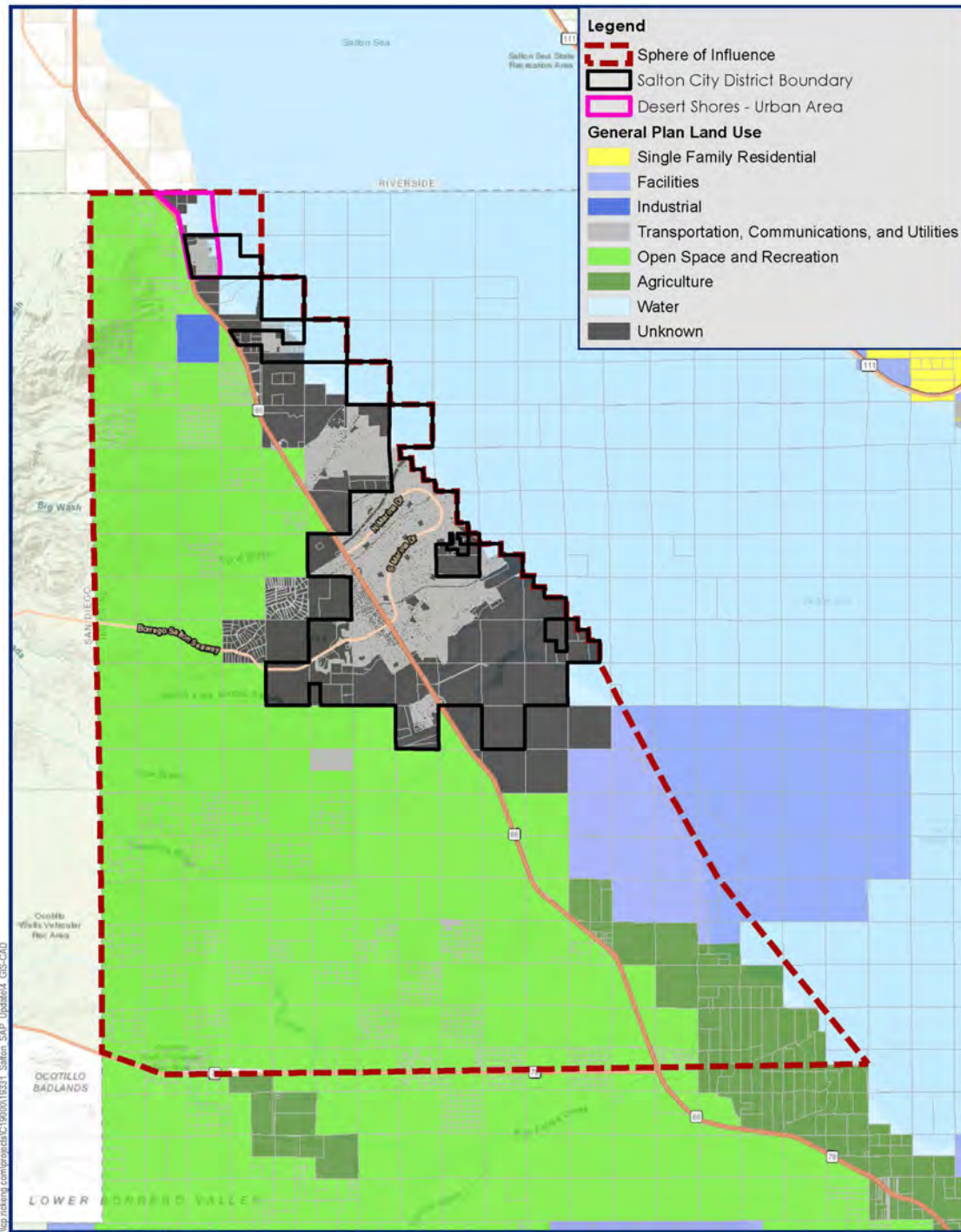
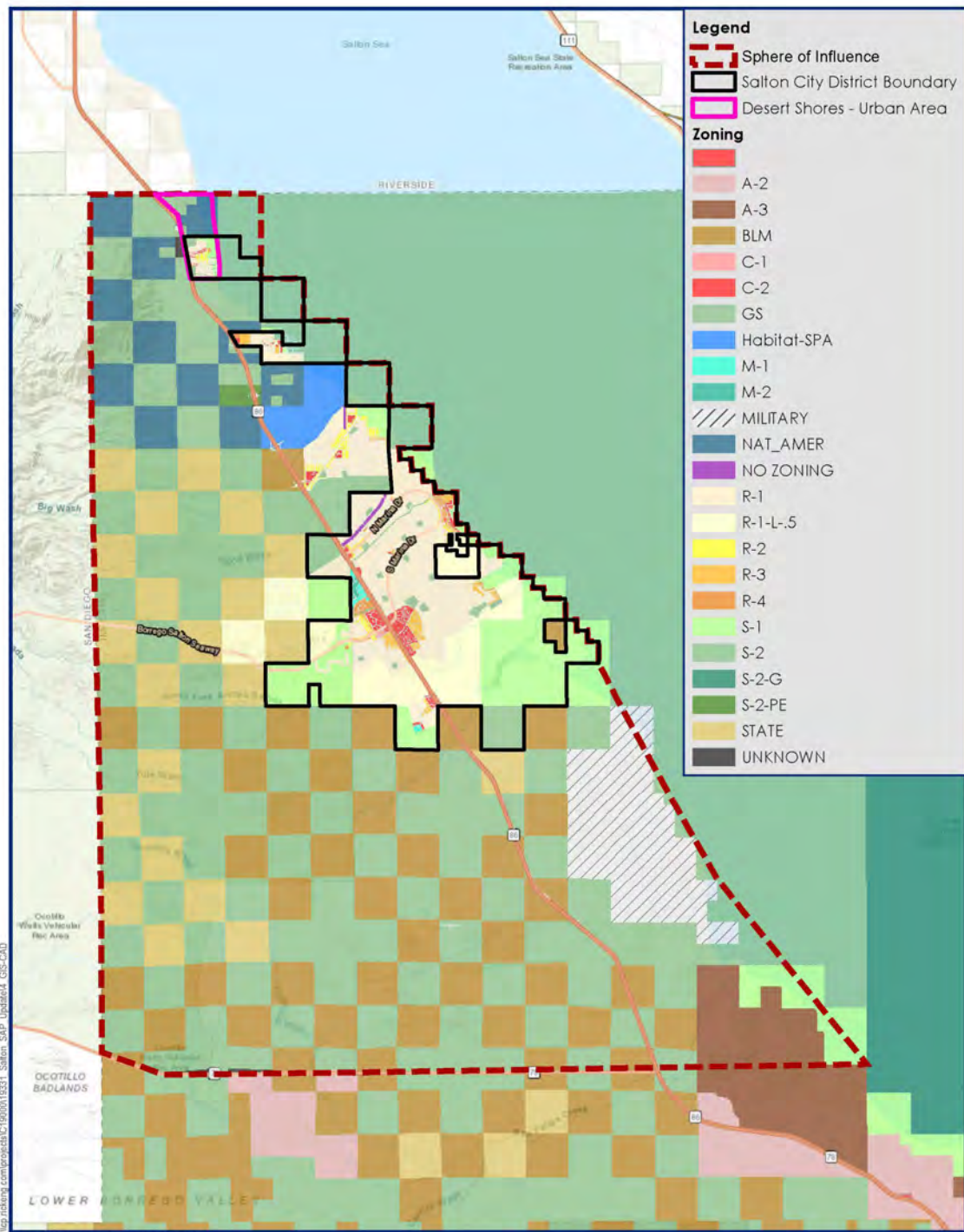


FIGURE 5  
SALTON CITY SPHERE OF INFLUENCE GENERAL PLAN LAND USE

SALTON CITY SAP - 2/4/2021



SOURCES: Imperial County, SCAG, ESRI



**RICK**  
ENGINEERING COMPANY



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Miles

**FIGURE 6**  
**SALTON CITY SPHERE OF INFLUENCE ZONING**

SALTON CITY SAP - 2/4/2021



## 3.0 PUBLIC FACILITIES AND SERVICES

### Introduction

The following chapter provides a detailed account of the various public services and facilities that are maintained and operated by the Salton Community Services District (District). This chapter discusses and evaluates administration, wastewater facilities, recreational facilities, and solid waste services functions of the District. For each of these areas, an inventory of existing facilities is provided, and where applicable, performance standards are identified to gauge the effectiveness and adequacy of the facilities and services. The demands for future facilities and services are discussed relative to the projections for population growth outlined in Chapter 2. Where applicable, this chapter discusses plans for future facilities and services. This chapter outlines the current funding methods for each service area and the prospective sources of funding that could be used in the future. Finally, this chapter presents mitigation measures that would aid the District in ensuring future adequacy and efficiency of public facilities and services.

### 3.1 ADMINISTRATIVE FACILITIES

#### Performance Standard

There are no existing performance standards for administrative facilities for the Salton Community Services District. However, the District has indicated that the current facilities, encompassing 11,040 square feet of space, are sufficient to serve the existing population of 6,283 residents and provide room to accommodate population growth. Therefore, a performance standard of 1,300 square feet of administrative facilities per 1,000 residents may be applied.



*Photo of District office sign*

#### Facility Planning and Adequacy Analysis

This analysis provides an inventory of the existing District administrative facilities owned by the District, the existing and future demand for facilities as well as a projected phasing schedule. The purpose of this analysis is to determine whether the existing facilities are adequate and to identify approximately when additional facilities will be needed in order to meet future demand.

Inventory of Existing Facilities:

Administrative Office	7,640 sq. ft.
Service Garage with Storage	2,500 sq. ft.
Storage Building	900 sq. ft.
<b>TOTAL</b>	<b>11,040 sq. ft.</b>

The one-story administrative office was built in 2007 and purchased by the District in 2014. The new District administrative office building was purchased to provide adequate office space for administrative staff, to provide a dedicated board room to hold District board/committee meetings, to provide storage space for District record retention, and space to provide community services such as housing the Imperial County Free Library, as shown in the photo to the right. The old District office building was not adequate in providing office space, storage space, along with not having a dedicated board room to hold District meetings.



*Photo of Library entrance located on the south side of the District office*

The administrative office space is located off Service Road and Van Buren Street at 1209 Van Buren Street, Salton City, CA. The garage and storage facilities are located at 2194 and 2196 Cleveland Avenue, Salton City, CA.

The administrative office is staffed by the District's Interim General Manager, Board Secretary, and Finance Officer, totaling 3 full-time office staff. The Field Foreman works part-time in the office and part-time in the field. Providing services for wastewater facilities, the District has 6 sewer maintenance crew members and 2 Public Works staff members, totaling 8 off-site staff.

A contract exists between the District and the Imperial Irrigation District (IID) for streetlight installation and maintenance. The District pays monthly electric fees for usage of the lights. Development within the District over the last 40 years has been very spread out, and as a result the lighting throughout the District is spread out as well. It is the District's interest to install and maintain photovoltaic streetlights.

Adequacy of Existing Facilities:

In 2014 the District was able to upgrade the administrative office and purchase the current facility at 1209 Van Buren Street. The administrative office is now considered to be adequately sized based upon the performance standard of 1,300 square feet of administrative facilities per 1,000 residents. As a result of the administrative office upgrade, the Sheriff's Station was relocated to 2101 South Marina Drive Suite 1, Salton City.

The existing quantities of office space and meeting space are currently acceptable to accommodate the employees, customers, and users of the District administrative facilities. The current square footage of administrative office space also allows for the continued accommodations of the adjacent library, located on the south side of the District office. Additionally, District staff has determined that the square footage of their existing service garage and storage is adequate.

The administrative office facilities currently withstand existing structural problems, demonstrated by damage visible within the District office. The District consulted with foundation contractor, Ram Jack Pacific, to assess the structural problems and provide a quote for repair and remediation. Upon performance of an informal manometer survey to assess elevation differences throughout the building, the contractor determined that the building requires additional inspection to determine repair costs.

The District later consulted with a Structural Engineer, Horrocks, who found the building did not appear to be an immediate threat to the safety of the occupants, but recommended consulting with a geotechnical engineer, Petra, regarding the expansive soils which have caused the buildings foundation to move significantly to provide a quote for repair and remediation. Petra took several core samples for testing, the samples confirmed expansive soils predominately within the south portion of the site appear to be high moisture content and soft. The District is awaiting a repair and remediation report.

The current layout of streetlights is very spread out across the District. With the recent increase in development, additional intersections now require streetlight installation. The District is considering installing photovoltaic streetlights around the District as well. Currently, the District needs 1 Administrative Assistant to provide support for office and off-site staff and accommodate service needs. Addition of this staff member would amount to 4 full-time District office staff and 8 off-site District staff.

#### *Future Demand for Facilities:*

As the Salton Community Service District continues to grow, so does the need for administrative facilities. With a population expected to reach 6,410 by the year 2040, it is projected that the current administrative facilities will be adequate to serve future residents. Application of the District's future performance standard suggests that 8,333 square feet of administrative facilities may be needed to adequately serve the projected 2040 population. Applying the recommended performance standard to population projections, the District will require the following square footage of administrative facilities in the coming years.

Year	Projected Population	Square Footage Demand
2020	6,283	8,168
2025	6,314	8,209
2030	6,346	8,250
2035	6,378	8,291
2040	6,410	8,333

The District is responsible for implementing a fully functional and qualified staffing level. Recent staffing changes have prompted a staffing transition period and the District has appointed an Interim General Manager (IGM) to continue operating and overseeing District services. The IGM is currently in an “at will contract” which continues at the pleasure of the Board and will remain in effect until a permanent, qualified General Manager is appointed to the District.

The IGM has worked with the District within the Sewer Maintenance Department for 11 years and is extremely familiar with the day-to-day operations of the sewer systems and treatment plants. The IGM’s responsibilities within the Department have increased incrementally throughout his tenure, as reflected by his positions held starting from Sewer Maintenance Worker I, Sewer Maintenance Supervisor, Field Foreman, until this most recent position as IGM. The IGM is highly knowledgeable about day-to-day operations, maintenance, field crew management, Regional Water Board compliance, budgeting, and plant operations. The IGM has actively cooperated with LAFCO throughout the interim and will lead a smooth transition for the successor in their role.

The District’s Finance Officer holds 15 years of experience managing accounting functions including AP/AR, payroll, ensuring integrity and accuracy of internal controls. The Financial Officer maintains financial books, prepares financial reports for month end, quarterly, and year end, prepares and files 571’s, quarterly payroll 941’s DE9-c’s, performs advanced reviews of business operational trends, prepares accurate forecasts, and conducts auditing. The Finance Officer has remained cooperative with LAFCO throughout the interim and will serve as a valuable resource to the upcoming General Manager to discuss cash flow, economic trends, existing challenges, and funding opportunities.

The District’s Board Secretary provides an advisory role on government rules and regulations for corporate policies and procedures for operations. The Board Secretary holds five years of experience as an administrative assistant performing data entry, drafting correspondence, drafting resolutions, agendas, and scheduling meetings. The Board Secretary is vital to the District’s record keeping processes and community public relations. Throughout the District’s remediation period, the Board Secretary will uphold the Board’s commitment to transparency by maintaining public access to board meeting minutes, agendas, and resolutions. The Board Secretary will also provide the District with clear guidance on the Board’s resolutions, proceedings, and action items.

The Field Foreman (Foreman) has worked with the District for 16 years serving in a variety of department roles between Public Works and Sewer Maintenance. The Foreman oversees maintenance of parks, offices, and public facilities. The Foreman previously worked in Sewer Maintenance, overseeing day-to-day maintenance and operations of sewer systems. The Foreman will leverage technical knowledge and experience to continue operations of the sewer system while the District undergoes this staffing transitional period.

Each District staff member plays an important role in maintaining the day-to-day operations and services of the District during the interim, while preparing for a smooth transition for the upcoming General Manager. The staff is committed to taking action to remedy the stated deficiencies of the District and providing quality services for District community residents. Staff will work together to engage a qualified and experienced professional to assume the role of District General Manager.

### Opportunities for Shared Facilities:

In order to reduce administrative service costs, the District rents out a portion of the administrative offices for use by the County library. The tenant (the Imperial County Free Library) pays rent to the District for use of the facilities.

Photovoltaic (solar) streetlights maintained by IID are another possible cost saving mechanism for the District as well. The District upholds a Memorandum of Understanding (MOU) with the County of Imperial to allow County programs and departments to use space in the administrative building to provide community services to the local residents who cannot travel all the way to nearby cities. This includes space for Imperial County's Free Library, Behavioral Health Department, Probation Department and Smart Recovery Program.

### Phasing:

The District does not have any plans for the phasing of new administrative facilities. As growth continues within the District, administrative facilities will continue to be reviewed to ensure that they are keeping pace with the performance standard projections and that they are adequate to serve the population. The following table provides an estimate of the phased demand associated with incremental growth within the planning horizon.

## Funding

The new District administrative office building was purchased June 5, 2014, with sewer maintenance funds, in addition to the former District office building being exchanged as a down payment towards the new District office building.

The total cost for the new administrative office building amounted to \$1,000,000.00. The former administrative office building was exchanged as a down payment totaling \$500,000. This purchase resulted in an outstanding loan amount of \$587,473.28, which is paid by the District monthly, through payments from the Sewer Maintenance Fund (SM).

The District does not maintain a separate budget line item pertaining to Administrative Facilities. Instead, the SM provides funding to the General Fund, which in turn funds all items associated with the District administrative office building. Property taxes are not used to fund the District office building. The General Fund provides for streetlight installation, Parks, and Recreation as well as the ongoing electricity costs for operating streetlights, parks, water bills for parks, along with operations/maintenance of general fund buildings.

### Per Capita Costs:

As stated above, the District does not maintain a separate budget line item pertaining to Administrative Facilities. The cost per capita for the administrative facilities is embedded within the General Fund.

### *Future Funding Costs:*

In addition to the continued use of existing funding sources, development impact fees may be established to help fund potential expansions or updates to administrative facilities needed to provide services associated with future development. If additional funding is needed, bonds can be issued and/or special assessments can be implemented.

## **Mitigation**

In order for the District to provide adequate administrative services to its residents and ensure that future demands for facilities are properly identified and addressed, the District should implement the following measures:

- Continue to periodically review the administrative facilities and personnel of the District through the preparation of annual reports. These reviews will identify staffing and budgetary concerns as District growth continues to increase the demand on facilities and staff.
- Maintain agreements and MOUs with the County to continue providing space for County activities, departments, and programs.
- Performance of a formal building structural inspection to identify necessary repairs for construction and associated costs to be incurred by the District.
- Develop a long-term street lighting and landscaping plan that also addresses the feasibility of photovoltaic (solar) streetlights.
- Engage and hire a qualified and experienced professional to take over the role of District General Manager. Maintain the IGM and existing staff for as long as possible to provide a smooth transition to the upcoming General Manager.

## 3.2 Wastewater Facilities

### Introduction

In 1955, the Desert Shores Community Services District was chartered by the State of California through Articles A through H of Section 61601 of the Government Code. In 1957, the Salton City area was annexed to that District and the name of the District was changed to Salton Community Services District rather than going through the process of forming a new District to encompass both Desert Shores and Salton City. The District is empowered to construct, operate, maintain, repair, and replace wastewater system facilities as needed to provide wastewater service in compliance with applicable standards and regulations. The District routinely constructs new facilities, maintains them, and replaces them as necessary to maintain adequate, reliable, and safe wastewater service to its customers.

### Performance Standard

Wastewater treatment is generally regulated by the State of California. The District is held responsible to the Waste Discharge Requirements by the California Regional Water Quality Control Board (Board Order No. 98-008). The State Water Quality Board (SWQB) sets a performance standard of 85 percent capacity, and by law the District must notify the SWQB upon reaching this level. Although no formal performance standards currently exist in terms of personnel required to maintain the wastewater treatment facilities, District representatives have suggested that at least 1.45 personnel per 1,000 population be staffed at all times. This is based on analyses of the adequacy of existing staffing conditions and discussions with the District.

### Facility Planning and Adequacy Analysis

#### Inventory of Existing Facilities:

The District owns and operates a wastewater system comprised of the collection, conveyance, and treatment facilities for the communities of Salton City and Desert Shores. There are three wastewater treatment facilities (WWTFs) in operation within the District and the total peak capacity for the three facilities combined is 447,000 gallons per day (GPD). The District manages three wastewater treatment facilities (WWTFs) all utilizing evaporation-percolation ponds to support supplemental treatment processes: Desert Shores WWTF, Lansing WWTF, and Thomas R. Cannell (TRC) WWTF. A total of six (6) workers are employed to provide sewer maintenance to the three facilities.

Both the TRC and Lansing facility serve the Salton City community. In Salton City, there are a total of 16 active lift stations, one backup lift station, and one inactive lift station conveying wastewater from Salton City that is ultimately discharged into either the Lansing WWTF or Thomas R. Cannell WWTF. The Lansing facility was built in 1972 and shares sewer lines with the TRC facility. The original Salton City Wastewater Treatment Plant was decommissioned in October 2008, when the TRC facility was constructed. Since both facilities serve the same area and share sewer lines, only one facility operates at a time. Operators manually direct the flow between the two facilities which have a combined capacity of 305,000 GPD. Operators alternate between the two on a weekly basis, where the District runs a facility average of twelve days on a month and average of eighteen on the other facility.

The specifications for the TRC and Lansing facilities are detailed below:

TRC:

Includes the following:

- 2 Aeration Ponds
- 2 Polishing Ponds
- 4 Evaporation/Percolation Ponds
- 2 Clarifying Ponds
- 1 Emergency Pond
- Maximum capacity of 185,000 GPD (2016 SAP)
- Permitted flow of 185,000 GPD (RWQCB Board Order No. R7-2018-0013)
- Average daily flow of 172,000 GPD (2023)
- Peak flow of 172,200 GPD (2023)
- Average operation is estimated to be above 90% of capacity
- \*Shares 430 miles of sewer lines shared with the Lansing facility
- **Note:** Lansing and TRC facilities serve the same area and use the same sewer lines.

Lansing:

Includes the following:

- 5 evaporation and percolation ponds
- Maximum capacity of 120,000 GPD (2016 SAP)
- Permitted flow of 120,000 GPD (RWQCB Board Order No. R7-2012-0035)
- Average daily flow of 114,000 GPD (2023)
- Peak flow of 114,800 GPD (2023)
- Average operation is estimated at 95% of capacity
- \*Shares 430 miles of sewer lines with the TRC facility
- **Note:** Lansing and TRC facilities serve the same area and use the same sewer lines.

On average the TRC facility operates for an average of 18 days per month and Lansing operates for an average of 12 days per month. The Lansing facility consists of five (5) ponds and the TRC facility contains 11 ponds. Both the Lansing and TRC facilities are currently operating above the 85 percent capacity threshold at an average combined daily flow of 286,000 GPD.

The District will continue to coordinate with the SWQB and a qualified engineer to update its wastewater master plan in order to meet the expanding capacity needs of both the TRC and Lansing Facilities. The TRC and Lansing facilities are monitored daily with a portion of the maintenance crew on 24-hour standby duty on a rotational basis. Samples are taken monthly from the ponds and different surrounding locations and are analyzed at qualified laboratories, which submit reports to the SWQB.

The Desert Shores facility is located approximately 1.2 miles west of the Salton Sea. The facility is adjacent to Coolidge Springs Road, west of State Highway (SH) 86, and one mile southwest of the community of Desert Shores, California. The Anza-Borrego Desert State Park is located 15 miles to the southwest of the Desert Shores facility. The number of sewer accessible lots in Desert Shores is approximately 1,043.

The specifications for the Desert Shores facility are detailed below:

*Desert Shores:*

Includes the following:

- 7 evaporation and percolation ponds
- Maximum capacity of 200,000 GPD (2016 SAP)
- Permitted flow of 200,000 GPD (RWQCB Board Order No. R7-2014-0007)
- Average daily flow of 140,000 GPD (2016 SAP)
- Peak flow of 160,000 GPD
- Average operation is at 70% capacity
- 25 miles of sewer lines

The Desert Shores facility consists of seven (7) ponds and is located on approximately 14 acres of land. The ponds were constructed on artificial fill that ranges from 12 to 15 feet above the existing surface. The District estimates that Desert Shores facility operates at an average of 70 percent of capacity. The Desert Shores facility treats wastewater biologically. The ponds are used to treat influent by providing biological oxidation, evaporation and infiltration for treatment and final disposal. The ponds are aerated to achieve biological treatment of the influent and reduce objectionable odors. Disposal of the effluent is by evaporation and percolation. Due to the variety of sizes of the ponds at the facility, the level of treatment and disposal of effluent of each pond varies widely. The ponds have a large surface and a shallow depth, which promotes evaporation as well as growth of algae.

The Desert Shores collection system consists of a system of gravity line force mains and four active lift stations. The Desert Shores facility has approximately twenty-five (25) miles of sewer lines, 264 manholes, and six lift stations. Wastewater is collected from throughout the system by gravity sewer lines before discharging into the Desert Shores WWTF. The gravity lines range between 6, 8, and 10 inches in diameter and force mains range between 8 and 10 inches in diameter. Small submersible pump lift stations are used to convey wastewater to two main pump stations. Wastewater is pumped through force mains to the wastewater treatment plant, which consists of the aerated ponds previously described. Peak wastewater generation is approximately 160,000 GPD in Desert Shores. The Desert Shores facility does not currently exceed the SWQB 85 percent threshold.

The District supports approximately 455 miles of sewer lines, dated from the late 1950's to current day. In the 1950s, the Salton City and Desert Shores communities were developed, which included the construction of force main pipelines in the project area. Additionally, gravity sewer pipelines and manholes were built, connecting to both the entry and discharge points of these force main pipelines. These collection system components are now around 70 years old and are showing signs of aging.

### *Adequacy of Existing Facilities:*

The District has a deteriorating, aging wastewater collection system that has experienced breaks and sewer spills, compromising ground and surface water quality in the Service Area. To provide more reliable sewer service to customers, minimize financial impacts to the community, and uphold compliance with Regional Water Board requirements, the District has leveraged government grant programs intended to fund infrastructure improvements in disadvantaged communities.

Under Proposition 1, intended for the allocation of funding for Small Community Wastewater Projects, the District entered a financing agreement with the California State Water Control Resources Board for sewer force main replacement and other conveyance system improvements. The District was awarded a planning study grant to assist with the planning, design and construction of the Desert Shores and Salton City Sewer Force Main Rehabilitation and Replacement Project.

Through the preparation of a Preliminary Engineering Report (PER), an engineering and design engineering firm evaluated and identified critical deficiencies in the wastewater collection system. As part of this project, additional monitoring for the wastewater quality in the conveyance system was performed at selected locations to collect data and review changes in wastewater quality from select lift stations and wastewater treatment plants. Results from this effort were incorporated into the analysis of the wastewater system to recommend design criteria for force main improvements to the District. The PER provided recommendations through a series of three alternatives evaluated in terms of feasibility and costs, ultimately to inform the District's selected construction project.

### **Water Quality Adequacy**

District Wastewater Treatment Facilities (WWTFs) are under the regulatory oversight of the Colorado River Basin Regional Water Quality Control Board and are governed by specific board orders: No. R7-2014-0007, R7-2012-0035, and R7-2012-0034. The adequacy of the existing wastewater facilities can be evaluated based on the current self-monitoring reports generated by the California Water Board, the adequacy of employees available to service the facilities, and the capacity of the system.

The California Regional Water Quality Control Board (RWQCB), Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County. The District is subject to the provision of Self-Monitoring Reports per authorization of the State Water Resources Control Board.

The District is authorized to discharge treated municipal wastewater from the Desert Shores, Lansing and TRC wastewater facilities under Waste Discharge Requirements (WDRs) regulated by the Regional Water Board. Under the terms of the WDRs, the District can discharge up to 0.20 million gallons per day of treated wastewater. To produce the Self-Monitoring Report, samples retrieved from the treated wastewater are analyzed to measure levels of pollutants in the water, to measure compliance with WDR Effluent Limitations.

The latest PER included a water quality and flow monitoring report which was included in the analysis to identify optimal locations for rehabilitation or reconstruction improvements. Following specified monitoring parameters, the District operator collected and tested samples from eleven locations throughout Desert Shores and Salton City for inclusion in the report.

During this sampling period, the WWTFs demonstrated they were generally capable of treating raw wastewater below effluent limits. PER didn't identify a consistent pattern of trends week to week which applied to all sample locations. As shown on the next table, in the month of May, Desert Shores and TRC WWTFs effluent exceeded the monthly average BOD the limit of 45 mg/L. All three WWTF's effluent levels were reduced below the monthly average BOD limit for the month of June. Note that BOD levels may be influenced by oversized pipes, long detention times, low flows and/or nitrification which can be caused by system deficiencies.

<i>Monthly Average Biochemical Oxygen Demand (BOD) for Effluent Sample Location</i>				
	<b>BOD Limit (mg/L)</b>	<b>Monthly Average BOD (mg/L)</b>		
Month		Desert Shores	Lansing	TRC
May	45	<b>48.4*</b>	41.8	<b>49.8*</b>
June	45	33.3	29.9	31.6

Note: "\*" indicates BOD limit exceedance

### Notice of Violations

Per the monthly reports provided by the District to the Regional Water Board, BOD effluent exceedances have occurred intermittently over the years at all three WWTFs, both on average weekly and average monthly intervals. In February 2021, the Regional Water Board issued three Notices of Violation (NOVs), upon review of the District's Self-Monitoring Reports for November 2020 through December 2020.

<b>2021 Enforcement Documents from Regional Water Quality Control Board (RWQCB)</b>			
<b>Date</b>	<b>WWTF Name</b>	<b>Enforcement</b>	<b>Brief Description</b>
11/19/2020	Desert Shores	NOV	BOD Exceedances July-Aug 2020
11/19/2020	Thomas R. Cannell	NOV	BOD Exceedance Aug 2020
11/19/2020	Lansing Avenue	NOV	BOD Exceedance Aug 2020

### Desert Shores Facility

The Desert Shores facility received a NOV regarding noncompliance with the WDRs specified in Order R7-2014-0007, Effluent Limitations B.1 stating that wastewater discharge to disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L). In the Desert Shores facility's November 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 66 mg/L.

### Lansing Facility

The Lansing facility received a NOV regarding noncompliance with the WDRs specified in Order R7-2012-0035, Effluent Limitations B.1 stating that wastewater discharge to disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L). In the Lansing facility's November 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 55 mg/L. In the December 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 49 mg/L.

### TRC Facility

The TRC facility received a NOV regarding noncompliance with the WDRs specified in Order R7-2018-0013, Effluent Limitations B.1 stating that wastewater discharge to disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L). In the TRC facility's November 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 61 mg/L. In the December 2020 SMR, the reported BOD in the sample collected exceeded the monthly limit with a detected concentration of 56 mg/L.

### NOV District Response

Upon notification of the BOD violations, the District immediately implemented corrective and preventative actions for each facility to bring the wastewater discharge into full compliance with WDRs. Since the issuance of the three Notices of Violation, the District has upheld compliance with wastewater discharge BOD levels and has not received Effluent Limit Violations from the Regional Water Board since. The District continues to coordinate with the Regional Water Board to ensure the BOD levels reach the appropriate limit of a monthly average of 45 mg/L.

### Sanitary Sewer Overflow (SSO) Spill

In July 2021, the District notified the Regional Water Board of a Sanitary Sewer Overflow (SSO) spill caused by a force main rupture, which reportedly spilled untreated wastewater into a drainage channel. The discharge of untreated wastewater into the drainage channel, which is classified as a water body of the United States, resulted in the violation of Order 2006-0003-DWQ, Section C, Prohibition 1, California Water Code 13376, and Clean Water Act Section 301.

Upon delivery of the notice, the District completed and submitted a SSO Technical Report to the Regional Water Board identifying the causes and circumstances of the SSO, describing the District's response and explaining that the SSO liquid had not reached any waterways prior to cleanup of the site, therefore no water quality monitoring activities were undertaken.

The cause of the spill was best estimated to be a small earthquake causing a shear crack near the force main. Upon notification and verification of the spill, the crew was immediately dispatched to shut down pump stations and gather equipment for the repair. The crew dug up the sewer main, located the shear crack and immediately cleaned and repaired the pipe. The crew turned on the pump stations to confirm repair prior to backfilling.

### Facility Plans and Upgrades

The District is working with agencies to seek grant funding to replace the entire force main. The proposed force main replacement project has been designed by a professional engineer in the State of California from TKE Engineering and the District expects to put the project out to bid soon.

In January 2023, the District updated the Sewer Rate Study previously completed in April of 2021. The updated rate study was completed by the Rural Community Assistance Corporation (RCAC) in early 2023, for faster implementation into existing District policy and pricing structures. According to the 2016 SAP and 2023 reports, the Lansing and TRC facilities are currently operating at above 85 percent capacity

and there is an immediate need to expand capacity of two facilities. In addition, the Desert Shores facility is operating at 70 percent capacity, it is recommended that the District include plans to expand all three wastewater facilities.

The District's aging infrastructure requires a systematic and phased approach for restoration of historic infrastructure and construction service connections. Older infrastructure requires more maintenance and therefore is more costly to perform standard repairs. In addition, older infrastructure has a higher possibility for cracks and malfunctioning equipment. Rehabilitation of this infrastructure will be an ongoing process the District will perform to continue providing quality services to community members.

#### **Employee Adequacy:**

The District currently employs six (6) personnel to maintain the TRC, Lansing, and Desert Shores facilities. Using the performance standard below, the existing demand for personnel is as follows:

$$6,283 \text{ Existing Population} \times 1.45 \text{ personnel} / 1,000 \text{ population} = \mathbf{9 \text{ personnel demand}^*}$$

\* Because a fraction of a person cannot exist, this number is always rounded down to the nearest whole number.

#### **Capacity Adequacy:**

The three facilities have a total peak capacity of 447,000 GPD. Since two of the three wastewater treatment facilities operate on alternating schedules the average, peak, and total capacities of the facilities were analyzed separately, as well as jointly for the TRC and Lansing Facilities, as outlined below. Both the TRC and Lansing facilities are operating above the 85 percent threshold. It is important to evaluate the adequacy of existing facilities now and into the future based on peak wastewater flows to accommodate for the worst-case scenario. The following analysis is based on peak wastewater generation numbers; however, average wastewater generation information is provided for informational purposes.

The District is currently applying for a separate planning study grant through the State Water Resources Control Board to evaluate the latest capacities of the WWTFs. Facility capacities listed below are from the District's 2016 Service Area Plan and may not reflect current conditions of the wastewater system.

#### TRC and Lansing Facilities

The District currently consists of approximately 6,283 residents, which include 5,155 residents in Salton City and 1,128 residents in Desert Shores. Actual pumping records confirm that wastewater generation is peaking at approximately 287,000 GPD for the Lansing and TRC facilities combined. Approximate peak wastewater generation for residents in Salton City equates to roughly 56 GPD per person. Average wastewater generation for Lansing is 114,000 GPD and 172,000 for TRC, equating to approximately 22 – 33 GPD per person.

The following calculation shows the approximate peak wastewater disposal rate in Salton City:

$$5,155 \text{ population (2020)} \times 56 \text{ (peak GPD)/ population} = \mathbf{287,000 \text{ GPD}}$$

### Desert Shores Facility

The current estimated population of Desert Shores is approximately 1,128 persons. Actual pumping records confirm wastewater generation is peaking at approximately 160,000 GPD. Peak wastewater generation for residents in Desert Shores equates to roughly 142 GPD per person. Average wastewater generation is approximately 140,000 GPD, equating to 124 GPD per person. The following calculation shows the approximate peak wastewater disposal in Desert Shores:

$$1,128 \text{ population (2020)} \times 142 \text{ (peak GPD)/ population} = \mathbf{160,000 \text{ GPD}}$$

This calculation shows that the Desert Shores wastewater treatment plant is currently below 85 percent of capacity. The District is currently in the process of rehabilitating check valves at the headworks of the wastewater system in these facilities. Check valves tightly seal to prevent backflow which causes double pumping, resulting in increased flow numbers. According to a visual inspection by maintenance crew staff, malfunctioning check valves have reported higher average daily flow rates. The District is seeking to replace and recalibrate flow meters to account for these circumstances.

### Future Demand for Facilities:

According to the District, the Lansing and TRC facilities are currently operating at above 85 percent capacity and there is an immediate need to expand capacity of two facilities. In addition, the Desert Shores facility is operating on average at 70 percent capacity, it is recommended that the District include plans to expand and improve all three wastewater facilities.

The District identified key facilities which should be replaced to improve wastewater system operations, promote health and safety, and reduce effluent levels in treated wastewater discharge. Key facilities and improvements include: the force main from Lift Station 2 in Desert Shores; force mains from Lift Stations 16, 22, and 24 in Salton City; select manholes downstream of the discharge point of the force main from Lift Station 16; and the configuration of the cluster of Lift Stations 19, 19B, and 20. As part of the PER, a series of project alternatives were analyzed and compared to determine feasibility, construction costs and design criteria. The PER provided recommendations for key improvements and replacements for the wastewater collection system to improve discharge quality in compliance with State and Regional Water Board standards.

Based on these findings, the District decided to proceed with the following alternatives:

<b>Proposed Project Components</b>
Alternative DS-FM3 - 6-inch Replacement of Existing Force main from Lift Station 2
Alternative DS-WW1 - Lift Station 2 Improvements
Alternative SC-FM2 - 8-inch Force main Replacement for Lift Station 16
Alternative SC-WW1 - Lift Station 16 Improvements
Alternative SC-WW2 - Manhole Improvements Downstream of Lift Station 16's Force Main Discharge
Alternative SC-WW3A - Replace Lift Station 19 and Remove Lift Station 19B
Alternative SC-FM4 - 6-inch and 8-inch Force main Improvements for Lift Stations 22 and 24

The District's aging infrastructure requires a systematic and phased approach for restoration of historic infrastructure and construction service connections. Older infrastructure requires more maintenance and therefore is more costly to perform standard repairs. In addition, older infrastructure has a higher possibility for cracks and malfunctioning equipment. Rehabilitation of this infrastructure will be an ongoing process the District will perform to continue providing quality services to community members.

#### TRC and Lansing Facilities

The current TRC and Lansing facilities operate above the 85 percent threshold. The District has immediate plans to increase the capacity of these plants to their original rated capacity of 1,000,000 GPD with the help of TKE Engineering, whom the District accepted a proposal to Provide Professional Engineering Services for Waste Discharge Requirements Permit Amendments.

The District seeks to increase the estimated capacity of the TRC and Lansing facilities through a reassessment of the wastewater facilities to reevaluate their average daily peak flow capacity, which District maintenance crew members believe are underestimated. In addition, the District intends to replace and rehabilitate check valves to produce more accurate flow readings for SMRs. The proposed force main replacement project has been designed by a professional engineer in the State of California.

#### Desert Shores Facility

The Desert Shore facility has sufficient capacity to serve the existing population; however, the District recognizes the need for improved and updated facilities to meet needs of the Desert Shores Community and reduce the occurrence of effluent limit violations to comply with state water regulations. The 2007 Mitigate Negative Declaration (MND) discusses the impacts of implementation of a Clemson Treatment Process installed within two (2) of the existing ponds that are currently offline at Desert Shores.

Expansions and improvements to the current aeration ponds and collection system are necessary to accommodate near-term needs. An entirely new mechanical treatment plant may be necessary to accommodate the long-term facility demands in Desert Shores. The 2010 Sewer System Management Plan (SSMP) states that for any project beyond a 200-connection threshold, the District will initiate construction of a mechanical plant that will have design features enabling expansion to 1 MGD capacity.

In sum, the capacity of the current Desert Shores facility is sufficient. However, with new annexations or developments into the Desert Shores area the facility will soon approach 85% of capacity.

As of September 2022, the District Board has approved the resolution for District consent for authorized representatives to Develop Scope of Work for Professional Services for Clean Water State Revolving Fund (CWSRF) Planning Application for Plant Capacity Expansion. The delivery of this scope of work will enable the District to perform the necessary capital improvements to increase capacity in each facility.

### Opportunities for Shared Facilities:

The District does not share wastewater treatment, storage or distribution facilities with other jurisdictions, and there is no opportunity to share such facilities.

### Phasing:

Information on peak wastewater flows from pumping records are used to predict anticipated peak wastewater generation in both the Salton City and Desert Shores facilities. The future number of employees is based on the performance standard of 1.45 employees per 1,000 population as it applies to the total District population as it grows in the future.

## **Funding**

In tandem with the preparation of the PER, the District began working with the Rural Community Assistance Corporation (RCAC) to help apply for grant funding and conduct an updated Wastewater Rate Study to ascertain rates that would meet its existing and future revenue needs. The Rate Study was intended to ensure compliance with California Proposition 218, also known as the "Right to Vote on Taxes Act," which mandates that local governments must obtain approval from affected property owners or ratepayers before imposing, increasing, or extending certain assessments, fees, and charges.

Under Prop 218, a specific procedure was followed by the District to formally adopt new fees:

1. Provision of Notice
2. Public Hearing
3. Ballot Protest Process
4. Majority Approval

The Wastewater Rate Study provided a rate schedule for a five-year period based on the costs to continue providing utility services, maintain an operating budget and prepare for future growth. The rate changes are intended to bolster the wastewater enterprise budget, balance expenditures and needed reserves and fund future capital improvements. The finalized Rate Study was provided to the public prior to the vote.

RCAC assisted the District in following the required Prop 218 procedure for notifying the public and informing them of their rights to protest future rate changes through a majority opt-in voting process. RCAC delivered this presentation to the community on May 17, 2023, which presented the findings of the Rate Study and ensured compliance with Prop 218.

The primary sources of revenue for wastewater treatment and collection facilities are the sewer capacity and connection fees for new developments along with yearly sewer user fees. Currently, a connection fee of \$3,700 per residential unit is required. Sewer user fees are currently \$640.74 per year/residential unit. With the proposed rate adjustment, in June of 2024, the user fee would increase to \$838.41 per year/residential unit. After the first year, this would be followed by an annual 4 percent increase to base and usage rates and 5 percent for the stand-by fees to offset the impact of inflation.

The proposed rate schedule is shown in the table below:

Adjusted Rate 5 Year Rate Schedule					
Rate Type	Year	Year 2	Year 3	Year 4	Year 5
Base Rate	\$838.41	\$871.95	\$906.82	\$943.10	\$980.82
Maintenance Standby Fees	\$16.99	\$17.84	\$18.73	\$19.67	\$20.65
Standby Fees	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
Usage Rate	\$10.08	\$10.48	\$10.90	\$11.34	\$11.79

On July 19, 2023, the District Board of Directors held a second public hearing at the District office to consider the proposed rates and gather protest ballots from users voting against the rate increase. From the collection of ballots, it was determined that a majority consensus from the community was not achieved, therefore the proposed rate increases were adopted by the District. In demonstrating the District's financial ability to function and become financially solvent over time, the Imperial Local Agency Formation Commission (LAFCO) notified the District that the previous determination for dissolution would be reconsidered if funding opportunities materialized.

Other sources of revenue are from interest income on accounts and equipment rental. The collected revenue is used for maintenance of the sewer system including vehicles and equipment, utilities, laundry, janitorial, salaries and other miscellaneous expenses. Capital purchases such as equipment, tools, and furniture, as well as pump stations, sewer lines, lumber, hardware, labs, and other professional and sewer project expenses are provided via these funds. The District will continue to utilize these funding sources in addition to searching for other sources to improve the existing system in order to meet future demand.

In order to reduce wastewater treatment facilities maintenance and capital improvement costs, the District completes most repairs in house and provides qualified staff for maintenance purposes. The maintenance crew takes care of most problems without having to seek outside assistance.

#### Reserve Funds

The District maintains reserve funds necessary to uphold credit worthiness and provide funding for infrastructure replacement, economic uncertainty, revenue loss, natural disasters, debt, cash flow requirements and to comply with unfunded mandates. Use of these reserve funds is procedural and closely monitored to ensure funds are use appropriately.

The District possessed reserve funds of \$222,000 as of December 2021. When a new board was elected, the former General Manager (GM) threatened litigation, then quit. One hour before the new board was sworn in, the former board granted the GM a \$192,000 amount of public funds "to settle the matter." The new board demanded the funds back. When the funds were not returned voluntarily, the District filed a civil complaint against the GM. The GM defaulted and the District is currently awaiting the determination of the amount of the award.

### Per Capita Costs:

For the fiscal year of 2023-24, the District's total costs for wastewater services are projected to be \$2,544,109.18.

The current estimated population in Desert Shores and Salton City is approximately 6,283 persons. Using the current population of 6,283, wastewater services costs equate to \$404.92 per resident. This data was calculated by dividing the annual budget for wastewater services by the existing population:

$$\text{\$2,544,109.18 costs} / \text{6,283 population} = \text{\$404.92 per capita per year}$$

### Future Funding Costs:

A cost estimate for future wastewater facilities is provided in the table below. These estimates were calculated by utilizing the existing per capita costs to determine future costs based on population projections.

Year	Projected Population	Costs for Wastewater Services
2023	6,302	\$2,544,109.18
2025	6,314	\$2,556,858.39
2030	6,346	\$2,569,668.27
2035	6,378	\$2,582,542.34
2040	6,410	\$2,595,480.90

### Future Funding Sources:

The fee structure will need to be reviewed annually and during proposed annexations to ensure that there is sufficient funding to provide wastewater service to new developments. The rate increases outlined in the Salton Community Services District Sewer Rate Study should ensure that the District has sufficient funds to provide for sewer operations over the next five years and beyond.

The District retained the services of the Rural Community Assistance Corporation (RCAC) to finalize the Wastewater Rate Study to evaluate the existing needs and future needs of the sewer system, both on an infrastructure level and financial level. With greater income from the adopted sewer rate fee, the District became better equipped to perform necessary repairs, developments and expansions of the sewer and treatment systems.

The PER was finalized in September 2023 upon the District's determination of the Selected Construction Project. With an improved financial outlook stemming from the increase in user fees, the District was also empowered to begin the process of applying for grants to fund the preferred capital improvements.

The Clean Water State Revolving Fund (CWSRF) is a federal-state partnership program designed to provide financial assistance for clean water infrastructure projects. It offers low-interest loans and grants to eligible entities like the SCSD, with the goal of improving water quality and environmental protection.

RCAC provided staff time, expertise and technical assistance to research and write grant applications on behalf of the District. The application provided a detailed project proposal, outlining the scope, objectives, and expected outcomes of the wastewater system project. The grant application also outlined how the District intends to manage and maintain the project after completion. This may include budget projections, rate increase plans, and strategies for covering ongoing operational costs.

RCAC ensured that the grant application adhere to all program requirements and guidelines set forth by CWSRF. Through collaboration between relevant agencies, stakeholders and the District, the grant application submitted may secure necessary funding to advance the Selected Construction Project.

## Mitigation

Upon completion of the Rate Study, finalization of the PER and adoption of the Prop 218 rate increase, the District was given the opportunity to demonstrate their ability to continue providing wastewater services through the Municipal Services Review. This involves the preparation of the Service Area Plan (SAP), which also includes mitigation strategies to prevent future violations and ensure compliance with federal, state, and local standards.

To provide adequate service to its wastewater customers as development continues within its boundaries and within the Sphere of Influence, the District should implement the following measures:

- Continue to periodically review the wastewater rate and financing structure to ensure adequate funding for the implementation of new projects and the maintenance of existing facilities. The Salton Community Services District Wastewater Rate Study recommended an increase in sewer rates of 30 percent in June 2024 and incremental increases of 4 percent in the subsequent four years to ensure the system is financially viable. This study was updated in January 2023. Per Prop 218 requirements, the user rate increases were brought to the community for a vote in July 2023 and were ultimately adopted by the District.
- Establish District goals in terms of Biological Oxygen Demand (BOD) and total suspended solids (TSS) levels and continue to monitor activities at all three Wastewater Facilities. Implement best management practices (BMPs) for wastewater treatment to minimize pollutants and protect water quality.
- Prior to the recordation of a Final Map for a development project proposed within the District Sphere of Influence, the District shall require a development agreement enforced by the County Land Use Ordinance, indicating that adequate wastewater service would be available to the completed project.

- To meet the wastewater treatment needs of the existing population in Salton City, the District will construct an expandable ponding system per the design and specification requirements of a qualified engineering firm. Phase 1 for expanding the wastewater treatment needs include updating the TRC facility to a rated capacity of 1 MGD and Phase 2 would expand capacity to 3 MGD to accommodate future District demand.
- Implement a robust monitoring and reporting system complying with LAFCO guidelines to track the progress and effectiveness of mitigation measures. Regularly communicate findings and updates to the public and relevant authorities based on the requirements set forth in LAFCO's Staff Report for the District. Adhere to all direction from LAFCO throughout probationary status.
- Release bid packages and secure construction contracts to proceed with the selected alternative. Obtain necessary permits and provide required notifications to agencies to receive authorization for completing the improvements.
- Conduct biological and cultural resource studies to address the federal crosscutter requirements of the federal Clean Water State Revolving Funding program.
- With the assistance from RCAC, develop a Clean Water State Revolving Fund (CWSRF) Planning Application to fund the Selected Construction Project and promptly execute the bidder selection process to complete the improvements.
- Prepare detailed system maps of the sewer system, drainage basins, hydraulic models, or record drawings (as-builts) as required as part of the Sewer System Management Plan (SSMP) mandated by the Regional Water Quality Control Board.
- Apply for a separate planning grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs.

## 3.3 PARK AND RECREATIONAL FACILITIES

### Introduction

The Salton Community Services District welcomes and encourages community groups and individuals to use parks and recreation facilities in the District. Certain parks and facility space may be reserved for various functions, provided that such use does not conflict with regularly scheduled District programs.

### Performance Standard

Objective 8.2 of the Imperial County General Plan is to ensure that new developments provide improvements to meet the added demand for parks and recreational facilities. While no objectives or performance standards have been formally adopted by the District for park facilities, Imperial County General Plan's established recreation objective applies to the intent of the District, described below.

In order to assure consistency with Objective 8.2 and the goals of the District, when new residential developments are approved, developers are required to dedicate Open Space land such as parks to the District at a ratio of five acres per 1,000 projected residents, or pay a park impact fee to the District to help fund the maintenance of current parks and the expansion of the park system. This ensures a designated ratio of parks per population within a community and the adequacy of existing parks. This ratio is generally consistent with designated Urban Areas throughout Imperial County and meets state requirements.

$$6,283 \text{ Existing Population} \times 5 \text{ Acres} / 1,000 \text{ Population} = \mathbf{31 \text{ Acres}}$$

### Facility Planning and Adequacy Analysis

#### *Inventory of Existing Facilities:*

The District maintains two constructed park facilities, the Salton City Community Park (10.5 acres) and the Desert Shores Soccer Park (4.59 acres). The opportunity exists for additional park development within the District on a total of 102.37 undeveloped acres, which brings the total possible combined park acreage within the District (including developed and undeveloped acreage) to 117.46 acres. The list of parks and possible park acres is as follows:

#### **Park Acreage Owned by the District:**

Salton City Community Park = 10.5 acres

Desert Shores Soccer Park = 4.59 acres

Undeveloped (possible) park/open space properties = 102.37

**Total = 15.09 acres of developed park facilities and 117.46 acres of possible park space**

At the time, this SAP has been amended, there are two designated Public Works employees responsible for maintaining the two public parks. The employee(s) are responsible for collecting any recreational fees, mowing the lawns, and providing general oversight over all the parks.

There are a number of privately owned and operated recreational activities and areas within the District as well, and these are discussed below.

### **Salton City Community Park**

The Salton City Community Park is located in Salton City about one mile from the District administrative offices at the northwest corner of Harbor Drive and Iridescent Avenue. The picnic/activities area is open year-round. This area includes a basketball court, a covered patio area, picnic tables, barbeque stands, public restrooms, and playground equipment.



*Photo of park entrance at Harbor Dr and Iridescent Ave*

### **Desert Shores Soccer Park**

The Desert Shores Soccer Park is located in the Community of Desert Shores. It covers nearly five acres and includes a baseball field, basketball courts, and playground equipment. The park has ample parking and includes public restrooms. A soccer field will be constructed at the park in 2023-2024.



*Desert Shores Community Park*

### *Additional Recreation Resources:*

**West Shores RV Park and Storage:** The West Shores RV Park and Storage is located at the north end of Sea Garden Avenue, just east of North Marina Drive. Features 108 spaces with FHU, 30 Dry camp sites with full 30/50-amp hookup sites.

**Ocotillo Wells State OHV Recreation Area:** Located off State Route 22 approximately 85,000 acres of magnificent desert are open for off-highway exploration and recreation.

### *Adequacy of Existing Facilities:*

Applying the performance standard of five acres per 1,000 residents to the estimated District population of 6,283, the District should include a minimum of 31 acres of parkland. The current park acreage of 16.91 acres falls below this standard.

$$6,283 \text{ Existing Population} \times (5 \text{ acres} / 1,000 \text{ Population}) = \mathbf{31 \text{ acres}}$$

$$15.09 \text{ acres of developed park facilities} - 31 \text{ acres of current demand} = \mathbf{15.91\text{-acre deficit}}$$

### *Future Demand for Park and Recreation Facilities Staff:*

Based on the 2040 population projection of 6,410, the District will need 32 acres of recreational open space in order to be consistent with the performance standard objective. This indicates that the District will have a deficit of parkland by the year 2040. This figure was determined as follows:

$$5 \text{ Acres}/1,000 \text{ Population} \times 6,410 \text{ Population} = \mathbf{32 \text{ acres of future demand}}$$

$$15.09 \text{ acres of developed park facilities} - 32 \text{ acres of future demand} = \mathbf{16.91\text{-acre deficit}}$$

### *Opportunities for Shared Facilities:*

It is common for municipalities to share recreational facilities with school districts, making school related fields and playgrounds accessible to the public. At the time this SAP was published, the District has not investigated resource sharing with the Coachella Valley Unified School District.

### *Phasing:*

To enhance the District's park facilities, the District will perform a landscape redevelopment project for Salton City Community Park, to assist in dust depression and air pollution controls. This project will be designed and completed by June 2024.

In addition, the District will perform a phased redevelopment of Desert Shores Community Park to provide an open green space for residents to enjoy known as Desert Shores Soccer Park. The District is performing landscape and irrigation installation, in addition to other facilities to support the upcoming development.

The District will coordinate with the Imperial County Air Pollution Control District (ICAPCD) to perform incremental improvement projects in Desert Shores Community Park. Upon completion of each phase of the project, the District will engage ICAPCD to perform inspection and review of the redevelopment, to ensure compliance with funding requirements.

Additional parks will gradually be required in order to continue to meet the adopted standard as the District's population grows. Based on the standard of providing 5.0 acres of park land per 1,000 population, the following table represents the demand for parkland acreage for the next 20 years in five-year increments. As the table shows, the District currently has enough park land to accommodate projected population growth through the year 2040.

Year	Projected Population	Park Acreage Required
2020	6,283	31
2025	6,314	32
2030	6,346	32
2035	6,378	32
2040	6,410	32

## Funding

Parks and Recreation funding comes from the General Fund, California State Parks Grants, and interest on these grants. It is recommended the District investigate the process of relinquishing all responsibilities for Parks and Recreation to the County of Imperial due to lack of reliable and reoccurring funding sources.

### Per Capita Costs:

The District's expenditures on parks in the 2022-2023 fiscal year totaled \$84,709.26. Projected expenditures on parks for 2023-2024 show an increase in expenditures, primarily associated with park improvement expenses \$273,176.72 (Desert Shores) and \$177,952.00 (Salton City) for the year, compared to 2021-2022 \$ 356.35 (Desert Shores) and \$392.64 (Salton City). However, park improvement expenses for parks are projected to decrease after completion of both park grant projects.

Using the 2020 population of 6,283 residents in the District, park and recreation services costs are \$13.48 per resident. This data was calculated by dividing the actual parks and/ recreation expenses from 2022-2023 by the existing population.

$$\$84,709.26 \text{ cost} / 6,283 \text{ residents} = \textbf{\$13.48 per capita}$$

### *Future Funding Costs:*

It is recommended the District start the process of relinquishing all responsibilities for Parks and Recreation to the County of Imperial due to lack of reliable and reoccurring funding sources. If the District does continue to manage Parks and Recreation, it is essential that the District require developers of new residential developments to dedicate parkland and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities in accordance with applicable State statutes. It would also be critical that the District develop and implement a long-term maintenance and improvement plan for all park and recreational facilities within the District.

### Awarded Grants

The District has received two grants in support of Parks and Recreation projects in the Service Area. The State of California Department of Parks and Recreation, in accordance with the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, awarded the District with a \$177,952 grant to support the redevelopment and restoration of the Salton City Community Park.

The District will use the grant funds to restore the Salton City Community Park by contracting landscape architects and engineers to assist in the design and redevelopment of the landscaping. Landscape architects will conceptualize an updated site plan which will implement dust control measures to assist with dust pollution challenges faced by community residents. The District will meet the project performance period to have the project designed and completed by June 2024. As of November 2022, the District Board approved to direct staff to commence applications to begin the improvements to the Salton City Park for Landscaping grant funding.

The District also received a funding project grant from the Imperial County Air Pollution Control District (ICAPCD) as part of the Clean Air Trust Fund. In order to reduce particulate matter (PM<sub>10</sub>), ICAPCD awarded a \$200,000 grant to the District to install 33,000 square feet of real grass in Desert Shores Community Park. The Funding Agreement states that the project must be funded and fully executed by the District prior to review, inspection, and reimbursement by ICAPCD.

The District intends to adopt a phased approach to completing the green space project, through incremental contributions by the District to perform the work, until ICAPCD performs their inspection and approves the reimbursement. This is the most feasible and cost-effective approach for the District to leverage the total amount of funds while maintaining necessary reserves and ensuring the work is completed to the standard of ICAPCD.

As of September 2022, the District Board authorized to proceed with the preparation of the contract documents and bidding of the Desert Shores Community Park Project and gave direction to staff for use of real grass under the Clean Air Trust Fund Grant.

## Mitigation

In order for the District to provide to its residents' adequate park land that is efficiently managed and maintained as growth continues within the District, the following measures should be implemented:

- Leverage State and County grants to perform capital improvement projects in the Salton City Community Park and Desert Shores Community Park. Ensure compliance with grant funding requirements and meet the standards necessary for expenditures and reimbursements.
- Implement reliable and reoccurring funding sources to finance park and recreational facilities. If budget cannot be made available, it is recommended the District relinquish its rights to service parks and recreation to the County.
- Require developers of new residential developments to dedicate parkland and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities.
- Develop a maintenance and improvement plan for all park and recreational facilities within the District taking into consideration the results of the questionnaire distributed by the Community Recreation Complex Commission.

## 3.4 SANITATION AND SOLID WASTE DISPOSAL

### Introduction

The District maintains an agreement with Burrtec for the collection and disposal of all commercial, residential, industrial, and construction refuse within the jurisdictional boundaries of the District. Every year, the District and Burrtec renew a ten-year contract. District and Burrtec participate in a ten-year agreement which is reassessed every year to determine rates based on operating costs and participating users. The exclusive franchise agreement for solid waste and recycling services between Burrtec and the District became effective in September of 2009 and was amended in December of 2019.

### Performance Standard

The California Integrated Waste Management Board (IWMB) is the designated State agency to oversee and manage California's waste resources generated each year. The Imperial County Integrated Waste Management Board is tasked with ensuring the proper disposal of solid waste within the District. The IWMB sets a waste diversion rate goal of 50 percent, which means Imperial County must divert 50 percent of the waste generated within its jurisdiction. Special Districts are not held individually responsible for this goal but do contribute to the overall ratio of solid waste diversion in the County of Imperial.

The IWMB typically requires a 15-year planning capacity for landfills that do not have diversion plans in place. District residents may independently dispose of solid waste at the Salton City Landfill, which has a closure date in excess of 50 years. Burrtec disposes District waste at the Imperial County Landfill located in Salton City.

### Facility Planning and Adequacy Analysis

An agreement exists between Burrtec and the District for the collection and disposal of all commercial, residential, industrial, and construction refuse within the jurisdictional boundaries of the District (see Appendix A). Burrtec provides all labor, material, and equipment necessary for the collection and disposal of all refuse within the District, as well as the collection and payment of these services. Burrtec, or delegated agents, also collects and removes all rubbish, waste material,



*Sign for the Salton City Landfill. Photo from Jay Calderon, August 2014*

construction material, hazardous waste and rubble as outlined and defined in the service agreement. Per District approval, Burrtec may collect and dispose of dirt, sod, rock, or other bulky heavy objects for an additional service charge. All commercial waste must be collected in bins at locations approved by the District and that provide clear access.

Burrtec has an established route and schedule for collection of refuse and provides each individual a collection schedule, including alternative days for holidays. All operations are conducted in the least obstructive means possible. Burrtec disposes District waste at the Imperial County Landfill located in Salton City.

All residents of Imperial County, inclusive of all District residents, can independently dispose of solid waste at the Salton City Landfill, which is a Class III landfill. The Salton City Landfill is permitted for up to 6,000 tons per day and/or 498 vehicles and is open on Saturdays from 7am to 4pm. Disposal of hazardous wastes is not permitted. Since 1994, the burying of any metal with recyclable value has been prohibited. A bin exists on site for white goods such as refrigerators, stoves, etc. for transport elsewhere.

#### *Inventory of Existing Facilities:*

The District's contract with Burrtec ensures the adequacy of solid waste disposal facilities and services. This includes provision for bins, trucks, and associated equipment as well as adequate collection and disposal capacity. Residents of the District may opt to dispose of solid waste at the Salton City Landfill, which is located seven miles west of Highway 86, south of Salton City.



*Photo of a Burrtec Vehicle*

#### *Adequacy of Existing Facilities:*

The commercial bins maintained by Burrtec are in a satisfactory condition as guaranteed per the solid waste contract. All collection trucks are in good mechanical condition and washed once each week per the contract as well. All trucks are watertight and leak-proof with adequate coverings to prevent refuse spillage. As stated above, the contract with Burrtec ensures the adequacy of solid waste disposal facilities and services.

The Salton City Landfill, which is primarily used by residents that do not subscribe to services via Burrtec, has capacity in excess of 50 years. The site is approximately 300 acres, of which only seven acres are currently disturbed. The site continues to have adequate capacity to meet the needs of District residents.

### **Future Demand for Facilities:**

As the District continues to grow, so does the need for solid waste disposal services and facilities. The ten-year franchise agreement for Solid Waste and Recycling Services with Burrtec was amended as of December 2019 to include collection services for residents on the Imperial County Tax Roll.

The Salton City Landfill has a closure date in excess of 50 years. This site will continue to suffice for District needs now and into the future.

### **Opportunities for Shared Facilities:**

The District has a contract with Burrtec for solid waste disposal services.

### **Phasing:**

The District has no phasing plans for sanitation/solid waste services. As growth continues within the District, solid waste services will continue to be reviewed to ensure that they are keeping pace with the performance standard projections and that they are generally adequate to serve the population. A study of the long-term implications of mandatory trash collection pick-up and the implication of in-house trash collection would be useful to provide concrete phasing plans for future facilities development.

## **Funding**

Burrtec performs all residential, commercial, industrial, construction, and roll-off billing per the conditions of the solid waste agreement signed by the District. To assist with the collection of funds, Burrtec and the District agreed to place all District Residents on the Imperial County Tax Roll for Solid Waste and Recycling Services, with the option to “opt-out” for direct billing or perform their own Self-Hauling. Direct costs billed to end users at rates determined by Burrtec. Each year, rates are assessed by Burrtec based on operating costs and are defined in the annual renewal agreement negotiated by the District. The District takes 5% of the annual revenue for administering the solid waste services.

### **Future Funding Costs:**

Refuse collection rates are pre-determined in the contract between Burrtec and the District. Rate increases may only be made by a resolution passed by the Board of Directors of the District. As stated in the contract, commencing on the anniversary date of the agreement, the rates set forth shall be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the consumer price index (CPI). In addition, Burrtec may petition the District with written requests for rate adjustments on the basis of changes in the cost of doing business, such as labor, fuel, insurance, etc. All costs are subject to change upon contract expiration. The land use fee on property taxes will continue to be used as a funding source for operation of the Salton City landfill.

## 4. FINANCING

### Introduction

This section of the Service Area Plan (SAP) discusses various financing mechanisms available to the District. It also describes how each existing facility is currently financed and how future financial demands for these facilities can be satisfied. This section also discusses recommended finance plans and available financing options.

In 1996, Proposition 218, a Constitutional amendment, was enacted. Prop 218 clearly defined general taxes and special taxes and set guidelines on the issuance, use, and implementation of taxes, fees, and charges. Proposition 218 applies to local governments in California, including Special Districts. General taxes must be approved by a majority of voters before they can be imposed, extended, or increased. Special taxes require an approval by a two-thirds vote of voters.

### Financing Opportunities and Constraints

The following list presents sources of revenue that are currently utilized by the Salton Community Services District to accumulate funds necessary to develop and operate the various facilities and services discussed within the Service Area Plan.

#### **A. General Taxes**

General taxes generate revenue that is deposited in a District's General Fund and can be used to support various improvements and services including general government operations, development services, public safety services, and community services. These revenues can also be used to construct public facilities. Per Proposition 13 (1978) the District General Fund earns one-half of 1 percent of the property taxes collected by the County of Imperial. The District General Fund is maintained via taxes, fees, and interest on accounts. The District essentially resembles an enterprise district in which the residents are charged a fee for services used, and the fees provide the funding reflected in the General Fund. The District is not as reliant on general taxes for day-to-day operations as it is on service fees; however, with some growth anticipated within the District over the next 20 years, the District may need to obtain additional sources of funding for its operations.

#### **B. Local Bond Issues**

The District can issue general obligation (GO) bonds to finance the acquisition and construction of public capital facilities and real property. These bonds cannot be used for operations and maintenance or to purchase equipment. GO bond measures must be approved by two-thirds of the jurisdiction's voters.

### **C. Development Impact Fees**

Development Impact Fees can be a significant funding source to finance large scale public facilities and services. These fees are intended to ensure that new development pays its proportional share of costs for public facilities and services based on the impacts created by the new development. In concept, the District charges the development community a series of fees, which provide the source of income to pay for capital projects and services. When enough cash has been assembled, the District constructs capital facility projects in order of priority. Development Impact Fees can be used for the following public facilities:

- Streetlights
- Sewer Services
- General Facilities
- Open Space Acquisition
- Park Land & Facilities

### **D. Developer / Builder Contribution**

Many of the sewer, park, solid waste services, and administrative improvements required as a result of new development can be directly funded and constructed by the developer and/or builder(s) through private funding sources. Facilities earmarked for developer / builder funding are typically those which normally would have been imposed as a condition of approval of a tentative map under the existing development review process.

### **E. User Fees**

User fees are usually authorized by statute for specific uses and are typically required for monthly services. The fees are used as a revenue source to maintain the systems in proper operating condition and for the construction of facilities needed to meet demand.

### **F. Special Assessments**

Districts can charge benefit assessments to pay for public works such as sewers and parks. Property owners pay benefit assessment only for the projects or services that directly benefit their property. The amount of the assessment must be directly related to the benefit received. As a result, a Community Services District may be broken into zones, which only pay for those facilities and services that provide a benefit to that zone. Proposition 218 (1996) required local governments, including Districts, to get weighted ballot approval from property owners before they can create assessment districts and levy benefit assessments.

## **G. Community Facilities District**

A Community Facilities District (CFD), not to be confused with a Community Services District, falls under the 1982 Mello-Roos Community Facilities Act. This Act allows a CFD to be established by cities, counties, special districts, and school districts to fund a variety of facilities and services. Note that the boundaries of a CFD are not required to be contiguous to any other jurisdiction, as they are for a CSD. In order for a CFD to be formed, a public hearing must occur, and an election (with a two-thirds affirmative vote) be held to authorize the specified tax levy. The special tax levy (Mello-Roos tax) is used to either provide direct funding or pay off bonds. The facilities being funded are not required to be physically located within the boundaries of the CFD.

## **H. Federal Funding**

Various government programs are available at the State and Federal levels to assist local jurisdictions in financing public facilities and services. Most funding sources at the State level require an application requesting assistance and specify the projects or purposes for which the funds can be used. Financial assistance from the state can include grants, low interest loans and matching funds. At the Federal level financial assistance includes grants and federal matching funds for state run assistance programs. State and Federal funding sources include the following:

### *Community Development Block Grants (CDBG)*

CDBG funds must be used within a broad functional area, such as community development. These Federal funds are distributed to local governments through a local clearinghouse. The allocation amount is based on a formula.

### *Fixing America's Surface Transportation (FAST) Act*

Under this act, Federal funding is available for street and road improvements and repairs.

### USDA Water and Waste Disposal Loans and Grants

Rural municipalities with a population of 10,000 or less are eligible for Water and Waste Disposal Loans and Grants from the USDA. These loans are for the purpose of developing water and waste disposal systems in rural areas. Funds may be used to finance the acquisition, construction, or improvement of drinking water sourcing, treatment, storage, and distribution; sewer collection, transmission, treatment, and disposal; solid waste collection, disposal, and closure; and storm water collection, transmission, and disposal. In some cases, funding may also be available for related activities such as legal and engineering fees; land acquisition, water, and land rights, permits and equipment; start-up operations and maintenance; interest incurred during construction; and the purchase of facilities to improve service or prevent loss of service. A 40-year maximum repayment period has been set for the loans.

### Economic Development Administration (EDA) – Public Works Program

EDA's Public Works program helps distressed communities revitalize, expand, and upgrade their physical infrastructure. This program enables communities to attract new industry; encourage business expansion; diversify local economies; and generate or retain long-term, private-sector jobs and investment through the acquisition or development of land and infrastructure improvements needed for the successful establishment or expansion of industrial or commercial enterprises. Through the program, EDA invests in traditional public works projects, including water and sewer systems improvements, industrial parks, business incubator facilities, expansion of port and harbor facilities, skill-training facilities, and brownfields development.

### Environmental Protection Agency

The Environmental Protection Agency makes low interest loans to communities to assist in the construction of new or upgraded water and wastewater treatment facilities, through the Water Infrastructure Finance and Innovation Act of 2014 (WIFIA).

## **I. State Funding**

### California Infrastructure and Economic Development Bank

This agency of the State of California offers a range of funding sources, including:

#### Clean Water State Revolving Fund (CWSRF)

The State Water Resources Control Board (SWRCB) is responsible for managing the state's water resources and implementing programs to ensure the availability and quality of water for California residents. One of the funding sources administered by the SWRCB is the Clean Water State Revolving Fund (CWSRF). The CWSRF provides low-interest loans and grants to

assist communities in financing the planning, design, and construction of wastewater treatment and water quality improvement projects.

The availability of CWSRF funding can significantly benefit the District in implementing mitigation measures and wastewater facility upgrades outlined in the Service Area Plan (SAP). This funding source can help finance critical infrastructure upgrades and mitigation measures outlined in the SAP, contributing to the District's long-term sustainability and compliance with regulatory requirements. Access to CWSRF funding can also enable the development of higher capacity wastewater treatment facilities, which can, in turn, accommodate population growth and expanding service areas.

The application process for CWSRF grants can be highly competitive and the availability of funds may be limited. While CWSRF loans offer favorable terms, they are still loans that need to be repaid and compliance with regulatory requirements is necessary to maximize the benefits of CWSRF funding. The District must plan for the long-term financial commitment associated with loan repayment. The CWSRF application review and approval process can be time-consuming, which may delay project implementation.

#### Infrastructure State Revolving Fund

Special districts in California may obtain loans for a range of infrastructure, including:

- City streets
- County highways
- State highways
- Drainage, water supply and flood control
- Educational, cultural, and social facilities
- Environmental mitigation measures
- Goods movement-related infrastructure
- Parks and recreational facilities
- Public transit
- Sewage collection and treatment
- Solid waste collection and disposal
- Water treatment and distribution
- Public safety facilities

Eligible costs covered by the Infrastructure State Revolving Fund include:

- All or any part of the cost of construction, renovation, and acquisition of all lands, structures, and real or personal property
- Rights, rights of way, franchises, licenses, easements, and interests acquired or used for a project

- The cost of demolishing or removing any buildings or structures
- Cost of machinery and equipment
- Other expenses necessary for a project
- The soft costs associated with a project (including architectural, engineering, legal, and related costs)
- Interest prior to, during, and for a period after, completion of construction, renovation, or acquisition, as determined by the Infrastructure Bank
- Reserves for principal and interest and for extensions, enlargements, additions, replacements, renovations, and improvements

#### CLEEN Program: California Lending for Energy and Environmental Needs

The CLEEN Center provides direct public financing to help meet the goals of the State of California for greenhouse gas reduction, water conservation and environmental preservation. The CLEEN Center offers the Statewide Energy Efficiency Program (SWEET) and the Light Emitting Diode Street Lighting Program (LED). Financing through these programs can be made through direct loans with the Infrastructure State Revolving Fund in amounts from \$500,000 to \$30 million.

Eligible SWEET projects could include:

- Advanced metering systems to support conversion of master-meter buildings to sub-metering
- Data center, information technology, and communications energy efficiency
- Energy management and/or control systems, including continuous commissioning
- Demand response programs
- Water conservation, wastewater management, pipeline, mining / extraction and similar end-use processes, facilities, buildings, and infrastructure
- Lighting and control systems
- Heating, ventilation, and air conditioning systems (HVAC)
- Building envelope improvements
- Occupant plug load management systems
- Other electrical load reduction
- Thermal and electric energy storage

The LED program helps to fund the installation of LED streetlights as another energy efficiency strategy for the State of California.

#### Public Agency Revenue Bonds (PARBs)

The California Infrastructure and Economic Development Bank provides bond financing to expand various programs of specific local government agencies for qualified purposes

including the construction of transportation and transit facilities, water and wastewater systems, power generation and transmission systems, sewer systems, and related facilities.

#### Transformative Climate Communities

This Transformative Climate Communities (TCC) Program funds community-led development and infrastructure projects that achieve major environmental, health, and economic benefits in the state's most disadvantaged communities. The TCC is funded by California's Cap-and-Trade Program, and eligible programs must reduce greenhouse gas emissions significantly over time, leverage additional funding sources, and provide additional health, environmental, and economic benefits. Examples of eligible projects include, but are not limited to, the following:

- Bicycle and car share programs
- Water-energy efficiency installations
- Urban greening projects
- Bicycle and pedestrian facilities
- Health and well-being projects

The monitoring and reporting of TCC projects is conducted using a quantification methodology certified by the California Air Resources Board.

#### Urban Greening Program

This program provides grant funding to disadvantaged communities for projects designed to reduce greenhouse gas emissions. Eligible projects acquire, create, enhance, or expand community parks and green spaces, and/ or use natural systems (or systems that mimic natural systems) to achieve multiple benefits.

### **J. Lease Financing**

Instead of purchasing or issuing bonds, agencies can enter into a lease agreement to acquire and dispose of property. Generally, one or two types of lease agreements is entered. The first type is a "lease-purchase" agreement, where an agency leases a facility while purchasing it. The second type is a "sale-leaseback" agreement, where a facility is sold to a lessor by an agency, which immediately leases the facility back to the agency. Leases are designed to be tax-exempt investments and a properly constructed lease is not considered a public debt. Lease financing requires finding an investor or group of investors to invest in the return from the agency's lease payments.

#### Certificates of Participation

Certificates of participation (COPs) have become a popular financing method for cities, counties, school districts, and other public entities. They offer officials a way to obtain funding to build capital improvement projects without having to obtain a vote of the public,

while complying with California debt limitation laws. All certificates of participation are structured so that the ownership of the project being financed is vested in a third-party entity that then leases the project back to the District, thus providing the District the use of the project in return for lease payments from its general fund. The third-party entity assigns the lease payments on the project to a trustee, who then remits the lease payments to investors in the COPs. The COPs are ultimately sold to investors.

If projects are too small to attract investors or to be feasible for lease financing, local agencies can pool COPs. Pooling COPs allows agencies to minimize the costs of initiating and issuing a COP and may reduce the interest required to be paid on the lease. Entities involved with a pooled COP must form a Joint Powers Authority to oversee the pooled COP.

## **Facility Financing**

The following list presents sources of revenue that are currently utilized by the Salton Community Services District to accumulate finances necessary to develop and operate the various facilities and services discussed within the Service Area Plan.

### **A. Administrative Facilities**

#### **Current Funding**

The District does not maintain a separate budget line item pertaining to Administrative Facilities. Instead, Sewer Maintenance Funds (SM) pay for and fund all items associated with the District office building. Property taxes are not used to fund the District office building. Instead, the District office building is funded by sewer user fees and rental income.

#### **Cost Avoidance Opportunities**

In order to reduce administrative service costs, the District completes most maintenance and repairs in-house prior to taking them out for bid. The District also takes part in the Special District Risk Management Authority (SDRMA) Credit Incentive Program, which can provide credit incentives of up to 15 percent towards Property and Liability and Workers Compensation Programs.

#### **Recommended Funding**

In addition to the continued use of existing funding sources, development impact fees may be established to help fund demand for future administrative facilities created by future development. If additional funding is needed, General Obligation Bonds may be issued, or a community facilities district can be formed.

## **B. Wastewater Facilities**

### *Current Funding*

The primary sources of revenue for wastewater treatment and collection facilities are the sewer capacity and connection fees for new developments along with yearly sewer user fees. Other sources of revenue are from interest income on accounts and equipment rentals.

### *Cost Avoidance Opportunities*

In order to reduce wastewater treatment facility and capital improvement costs, the District completes most repairs in house and maintains a qualified staff for maintenance purposes without having to seek outside assistance.

The primary advantage of the Clean Water State Revolving Fund (CWSRF) program is access to low-interest loans. These loans often offer significantly lower interest rates than traditional financing options, which can result in substantial cost savings over the life of a project. In addition to loans, some portions of CWSRF funding may be available as grants. These grants do not need to be repaid and can provide essential financial assistance for projects.

### *Recommended Funding*

The current fee structure will need to be reviewed periodically and during any proposed annexations in the future to ensure that there is sufficient funding to provide wastewater service to new developments. The Salton Community Services District Sewer Rate Study recommended an increase in sewer rate charges of 30 percent in the first year, followed by incremental increases of 4 percent in subsequent years for rate fees so that the system becomes financially viable, without causing undue burden on customers. Funding responsibilities for project-related facilities shall remain with the developers and secured prior to construction.

The District is eligible to apply for the CWSRF to finance wastewater system improvement projects recommended in the PER. Alternative state and federal grant and loan programs are available such as USDA Water and Waste Disposal Loans and Grants for Public Works and Infrastructure Development. The District should consider these programs for additional assistance in providing for adequate wastewater facilities to the residents of the District.

## **C. Parks and Recreational Facilities**

### *Current Funding*

Parks and Recreation funding comes from the General Fund, California State Parks Grants, and interest on these grants. Park fees generally consist of park reservations (refundable \$100.00 deposit) and \$50.00 light fee for providing lighting for organized events.

### *Cost Avoidance Opportunities*

The District employs two Public Works Employees for the maintenance and operation of all parks in the District.

### *Recommended Funding*

Current funding sources for parks and recreation should continue to be used. In addition, it is essential that the District require developers of new residential developments to dedicate park land and/or pay development impact fees for the improvement and expansion of existing park and recreational facilities.

## **D. Sanitation / Solid Waste Disposal**

### *Current Funding*

Burrtec performs all residential, commercial, industrial, construction, and roll-off billing per the conditions of the solid waste agreement signed by the District. Funding comes from a direct cost billed to the end user. Effective 2023 residential rates average \$81.33 per 3 months of service. Commercial rates are conditional on the frequency of collection and container size.

### *Cost Avoidance Opportunities*

Burrtec provides collection services to District facilities including the District office, fire stations, parks, and maintenance yard at no charge to the District.

### *Recommended Funding*

The District passed on August 5th, 2020, Ordinance 2020-01 requiring that all residences within the District's boundaries to subscribe to curbside solid waste collection services. The District collects a 5% franchise fee per the franchise agreement.

## 5. AVAILABILITY OF SERVICES NOT PROVIDED BY THE DISTRICT

### Introduction

As indicated in the previous sections, the provision of services to the population of the Salton Community Services District is shared with other agencies. This section addresses the availability of services not provided by the District.

### Fire Protection

As of November 2019, the District no longer provides fire protection/emergency medical services to the Service Area. In May 2019, the District Board voted to authorize an election for a Special Tax for Fire Protection Services. The election for the Fire Protection Parcel Tax did not pass with the required 2/3 vote. The District Fire Department resigned from their positions without a transition plan in place to continue fire protections in the Service Area.

In 2020, the Board motioned for the former General Manager to negotiate fire coverage for the District Service Area. However, LAFCO was not notified of the change in provision of services and County negotiations were never settled. The County of Imperial took action and stepped in to continue Fire Protection services for District residents. Currently, all fire personnel are staffed by the County of Imperial Fire Department.

Imperial County Fire Station #9 is currently overseeing fire protection and emergency medical services to the District Service Area. The facility uses a mobile home structure for personnel and is located at the Imperial County Road District #3 Satellite Road Yard at 2256 West Cleveland Ave. Salton City, CA 92275. In 2022, the District formally transferred ownership of a fire engine to the County, which is now utilized for emergency response and is stored in the station yard. Firefighter staffing is provided by the Imperial County Fire Department. Fire staff are available seven days a week to respond to emergencies.

In addition to responding to fire related emergencies, the fire department responds to traffic collisions as well as medical emergencies to bridge the time gap until an ambulance/EMT arrives. The American Medical Response (AMR) Ambulance Service currently provides ambulatory services and operates out of the fire station in Salton City.

### Law Enforcement

Law enforcement is provided by the Imperial County Sheriff's Department, which is divided into Patrol Divisions. The North County Patrol Division is headquartered in Brawley and services Bombay Beach, Niland, Palo Verde, Salton City, and rural areas of Brawley, Calipatria, and Westmorland. The Department includes two (2) full-time Sheriff Deputies per shift, with eight (8) Sheriff Deputies in total, 1 Investigator, and 1 Sergeant. Due to the large service area of the Sheriff's department, no specific response time goals exist. Deputies try to keep response times at a minimum and are monitored for improvements in service. Law enforcement services are financed via Imperial County's General Fund.

## Water Services

The Coachella Valley Water District (CVWD) is a public agency, established by voters in 1918, that provides irrigation water and agricultural drainage, domestic water, wastewater treatment and recycled water, regional stormwater protection, groundwater management and water conservation across 1,000 square miles, primarily in Riverside County, but also in portions of Imperial and San Diego counties.

CVWD provides urban water to most of the Coachella Valley and along both sides of the Salton Sea in the Imperial Valley. CVWD's domestic water service area includes a population of around 290,000 people, stretching from Cathedral City to the Salton Sea. The CVWD operates 95 active wells to meet the needs of the more than 108,000 homes and businesses within its service boundary. The entire Salton Community Services District falls within the boundary of CVWD services. The agency obtains domestic water from its own aquifer system. Its water is pumped from wells up to 1,200 feet deep and stored until needed in more than 63 distribution reservoirs. A network of nearly 2,015 miles of distribution piping delivers the domestic water to end users.

An ongoing concern of the District is the ability of a privately built delivery system, which dates to the late 1950s and early 1960s, to provide water to new residents in the western Salton Sea communities. The District is located within the CVWD's Improvement District No. 11 (ID-11). The CVWD's domestic water supply for the ID-11 distribution system is located at the County Line Well Field on Avenue 86 on the west side of Highway 86. The CVWD is currently planning a \$2.1 billion water pipeline to the local area that should solve most of the water capacity problems in the vicinity of the Salton Community Services District and accommodate additional growth in the area.

## Electricity

The Imperial Irrigation District (IID), a community-owned utility, provides irrigation water and electric power to the lower southeastern portion of California's desert. Once electricity leaves the power plant it becomes part of the transmission system and gets carried to local substations. All homes and businesses are served from one of several substations within the District. The IID policy is to extend its electrical facilities to those developments that have obtained the approval of the District or governmental authority having jurisdiction over said developments.

IID has promoted and expanded its renewable energy programs significant over the last decade. The organization launched a community solar project for low-income communities in its service area in 2019, serving 12,000 customers in economically distressed areas. Many of IID's customers have seen their monthly electric bills reduced under IID's Residential Energy Assistance Program and the District's eGreen Program. The program provides annual savings of over \$1 million annually to low-income customers in the District.

Energy from renewables accounted for 31 percent of all electric energy produced by IID in 2019, and energy from geothermal sources represented 13 percent of IID's total energy load. IID continues to explore how to expand renewable energy operations in the Salton Sea area, including exporting energy to other areas across the country and in Mexico.

Additions or upgrades of electric facilities is dependent upon the requirements of new development.

## Coachella Valley School District

The District is served by the Coachella Valley United School District (School District). This School District is based out of Riverside County, but also has facilities within Imperial County. It encompasses 1,200 square miles of rural farmland and desert and includes over 17,200 students. The School District operates 21 schools: 14 elementary schools that serve Transitional Kindergarten through 6<sup>th</sup> Grade; three middle schools (serving 7<sup>th</sup> and 8<sup>th</sup> grades); one high school serving 7<sup>th</sup> through 12<sup>th</sup> grades; two comprehensive high schools serving 9<sup>th</sup> through 12<sup>th</sup> grades; and one continuation high school serving adult learners. The schools are located throughout Coachella, Thermal, Mecca, Indio, and Salton City. Around 40 percent of students in the District are English language learners, 11 percent are migrant students, and 90 percent of students qualify for free or reduced lunch programs.

Within the District are Sea View Elementary, which serves children from grades K-6, and West Shores High School, which services grades 7-12. The high school is located at 2381 Shore Hawk in Salton City and the elementary school is located at 2381 Sea Hawk Avenue, Salton City, CA 92274. West Shores High School has an enrollment of 357 students for the 2020-21 school year, and Sea View Elementary has an enrollment of 612 students for the 2020-21 school year. The Sea View Elementary School facility is relatively new, however some buildings at West Shores High School were built before 1968. It does not appear that the District has capacity issues in serving additional students in the Salton CSD area.



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## Colorado River Basin Regional Water Quality Control Board

**CERTIFIED MAIL: 7020 0640 0002 2643 9177**

February 18, 2021

Mitch Mansfield, General Manager  
Salton Community Services District  
P.O. Box 5268  
Salton City, CA 92275  
[mmansfield@saltoncsd.ca.gov](mailto:mmansfield@saltoncsd.ca.gov)

**SUBJECT: NOTICE OF VIOLATION, NOVEMBER 2020 THROUGH DECEMBER 2020 SELF-MONITORING REPORT, ORDER R7-2012-0035**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT, LANSING AVENUE WASTEWATER TREATMENT FACILITY (WWTF), SALTON CITY, IMPERIAL COUNTY**

Dear Mr. Mansfield:

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego and San Bernardino County, including the referenced property above.

Salton Community Services District (SCSD) is authorized to discharge treated municipal wastewater under Waste Discharge Requirements (WDRs) contained in Order R7-2012-0035, adopted by the Regional Water Board on June 21, 2012. Order R7-2012-0035 contains WDRs and a Monitoring and Reporting Program (MRP) for waste discharges by SCSD, from the facility referenced above. Under the terms of the WDRs, SCSD can discharge up to 0.12 million gallons per day of treated wastewater. This wastewater contains pollutants which can degrade water quality, adversely impact beneficial uses of the groundwater and which are defined as wastes under the Porter-Cologne Water Quality Control Act (CWC § 13000 et seq.). The wastewater is discharged into five unlined aeration ponds and final disposal of wastewater is through evaporation and percolation in Salton City, within the West Salton Sea Hydrologic Unit.

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NANCY WRIGHT, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260 | [www.waterboards.ca.gov/coloradriver](http://www.waterboards.ca.gov/coloradriver)

LANSMG

The Regional Water Board has reviewed the November and December 2020 Self-Monitoring Reports (SMRs) submitted for your facility pursuant to Order R7-2012-0035. The review resulted in the following findings.

**YOU ARE HEREBY NOTIFIED** that SCSD is in noncompliance with the WDRs specified in Order R7-2012-0035, and has violated California Water Code (CWC) section 13350 as follows:

**Effluent Limit Violations**

- Order R7-2012-0035, Effluent Limitations B.1 states that the discharge to the disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L) and an average weekly of 65 mg/L.
  - In November 2020, the reported BOD in the sample collected on November 4, 2020 exceeded the monthly limit with a detected concentration of 55 mg/L.
  - In December 2020, the reported BOD in the sample collected on December 2, 2020 exceeded the monthly limit with a detected concentration of 49 mg/L.

A total of two (2) BOD violations of the monthly effluent limitations are noted for November through December 2020. SCSD is required to immediately implement corrective and preventative actions to bring the discharge into full compliance with all requirements of Order R7-2012-0035.

Please be advised, failure to comply with Order R7-2012-0035 is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims.

For violations listed above, pursuant to CWC section 13350 (e), you are subject to penalties of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. These administrative civil liabilities may be assessed by the Regional Water Board beginning the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

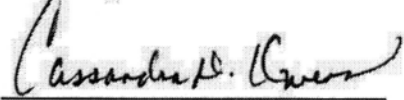
Mitch Mansfield  
SCSD Lansing WWTF

- 3 -

February 18, 2021

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 ([Adriana.Godinez@waterboards.ca.gov](mailto:Adriana.Godinez@waterboards.ca.gov)) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 ([Jose.Cortez@waterboards.ca.gov](mailto:Jose.Cortez@waterboards.ca.gov)).

Sincerely,



Cassandra Owens  
Assistant Executive Officer  
Colorado River Basin  
Regional Water Quality Control Board

AG/jc

cc: Via email  
Robert Dunning, SCSD ([rdunning@saltoncsd.ca.gov](mailto:rdunning@saltoncsd.ca.gov))

File: 7A130110011, SCSD Lansing Avenue WWTF, Order R7-2012-0035

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Mitch Mansfield, General Manager

Salton Community Services District

P.O. Box 5268

Salton City, CA 92275

7020 0640 0002 2643 9177

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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**1. Article Addressed to:**

Mitch Mansfield, General Manager  
Salton Community Services District  
P.O. Box 5268  
Salton City, CA 92275



9590 9402 5676 9346 5983 49

**2. Article Number (Transfer from service label)**

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## Colorado River Basin Regional Water Quality Control Board

**CERTIFIED MAIL: 7020 0640 0002 2643 9191**

February 18, 2021

Mitch Mansfield  
General Manager  
Salton Community Services District  
P.O. Box 5268  
Salton City, CA 92275  
[mmansfield@saltoncsd.ca.gov](mailto:mmansfield@saltoncsd.ca.gov)

**SUBJECT: NOTICE OF VIOLATION, NOVEMBER 2020 THROUGH DECEMBER 2020 SELF-MONITORING REPORT, ORDER R7-2018-0013**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT, THOMAS R. CANNELL WASTEWATER TREATMENT FACILITY (WWTF), SALTON CITY, IMPERIAL COUNTY**

Dear Mr. Mansfield:

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego and San Bernardino County, including the referenced property above.

Salton Community Services District (SCSD) is authorized to discharge treated municipal wastewater under Waste Discharge Requirements (WDRs) contained in Order R7-2018-0013, adopted by the Regional Water Board on November 8, 2018. Order R7-2018-0013 contains WDRs and a Monitoring and Reporting Program (MRP) for waste discharges by SCSD, from the facility referenced above. Under the terms of the WDRs, SCSD can discharge up to 0.185 million gallons per day of treated wastewater. This wastewater contains pollutants which can degrade water quality, adversely impact the beneficial uses of the groundwater and which are defined as wastes under the Porter-Cologne Water Quality Control Act (CWC § 13000 et seq.). The wastewater is

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NANCY WRIGHT, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

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TRC

discharged to four evaporation/percolation ponds in Salton City, within the West Salton Sea Hydrologic Unit.

The Regional Water Board has reviewed the November and December 2020 Self-Monitoring Reports (SMRs) submitted for your facility pursuant to Order R7-2018-0013. The review resulted in the following findings.

**YOU ARE HEREBY NOTIFIED** that SCSD is in noncompliance with the WDRs specified in Order R7-2018-0013, and has violated California Water Code (CWC) section 13350 as follows:

#### Effluent Limitations

- Order R7-2018-0013, Effluent Limitations B.1 states that the discharge to the disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L) and an average weekly of 65 mg/L.
  - In November 2020, the reported BOD in the sample collected on November 4, 2020 exceeded the monthly limit with a detected concentration of 61 mg/L.
  - In December 2020, the reported BOD in the sample collected on December 2, 2020 exceeded the monthly limit with a detected concentration of 56 mg/L.

A total of two (2) BOD violations of the monthly effluent limitations are noted for November through December 2020. SCSD is required to immediately implement corrective and preventative actions to bring the discharge into full compliance with all requirements of Order R7-2018-0013.

Please be advised, failure to comply with Order R7-2018-0013 is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims.

For violations listed above, pursuant to CWC section 13350 (e), you are subject to penalties of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. These administrative civil liabilities may be assessed by the Regional Board beginning the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Board reserves its right to take any further enforcement action authorized by law.

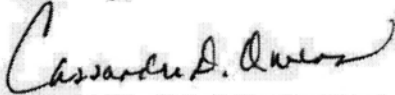
Mitch Mansfield  
SCSD Thomas R. Cannell WWTF

- 3 -

February 18, 2021

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 ([Adriana.Godinez@waterboards.ca.gov](mailto:Adriana.Godinez@waterboards.ca.gov)) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 ([Jose.Cortez@waterboards.ca.gov](mailto:Jose.Cortez@waterboards.ca.gov)).

Sincerely,



Cassandra Owens  
Assistant Executive Officer  
Colorado River Basin  
Regional Water Quality Control Board

AG/jc

cc: Via email  
Robert Dunning, SCSD ([rdunning@saltoncsd.ca.gov](mailto:rdunning@saltoncsd.ca.gov))

File: 7A130117001, SCSD Thomas R. Cannell WWTF, Order R7-2018-0013

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Salton Community Services District  
P.O. Box 5268  
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**1. Article Addressed to:**

Mitch Mansfield, General Manager  
Salton Community Services District  
P.O. Box 5268  
Salton City, CA 92275



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**2. Article Number (Transfer from service label)**

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☒ Agent  
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**B. Received by (Printed Name)****C. Date of Delivery**

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## Colorado River Basin Regional Water Quality Control Board

**CERTIFIED MAIL: 7020 0640 0002 2643 9153**

February 18, 2021

Mitch Mansfield, General Manager  
Salton Community Services District  
P.O. Box 5268  
Salton City, CA 92275  
[mmansfield@saltoncsd.ca.gov](mailto:mmansfield@saltoncsd.ca.gov)

**SUBJECT: NOTICE OF VIOLATION, NOVEMBER 2020 SELF-MONITORING  
REPORT, ORDER R7-2014-0007**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT, DESERT SHORES  
WASTEWATER TREATMENT PLANT (WWTP), DESERT SHORES,  
IMPERIAL COUNTY**

Dear Mr. Mansfield:

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego and San Bernardino County, including the referenced property above.

Salton Community Services District (SCSD) is authorized to discharge treated municipal wastewater from the Desert Shores Wastewater Treatment Plant under Waste Discharge Requirements (WDRs) contained in Order R7-2014-0007, adopted by the Regional Water Board on September 18, 2014. Order R7-2014-0007 contains WDRs and a Monitoring and Reporting Program (MRP) for waste discharges by SCSD, from the Desert Shores Wastewater Treatment Plant. Under the terms of the WDRs, SCSD can discharge up to 0.20 million gallons per day of treated wastewater. This wastewater contains pollutants which can degrade water quality, adversely impact the beneficial uses of the groundwater and which are defined as wastes under the Porter-Cologne Water Quality Control Act (CWC § 13000 et seq.). The wastewater is discharged into

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NANCY WRIGHT, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

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## DESERT SHORES

five unlined aeration ponds and final disposal of wastewater is through evaporation and percolation in Desert Shores, within the West Salton Sea Hydrologic Unit.

The Regional Water Board has reviewed the **November 2020 Self-Monitoring Report (SMR)** submitted, for your facility pursuant to Order R7-2014-0007. The review resulted in the following findings.

**YOU ARE HEREBY NOTIFIED** that SCSD is in noncompliance with the WDRs specified in **Order R7-2014-0007**, and has violated **California Water Code (CWC) section 13350** as follows:

### Effluent Limit Violation

- **Order R7-2014-0007**, Effluent Limitations B.1 states that the discharge to the disposal ponds shall not exceed a Biochemical Oxygen Demand (BOD) average monthly of 45 milligrams per liter (mg/L) and an average weekly of 65 mg/L.
  - **In November 2020**, the reported BOD in the sample collected on November 4, 2020 exceeded the monthly and weekly limits with a detected concentration of 66 mg/L.

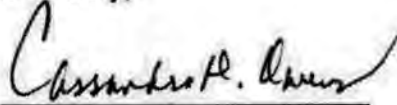
A total of two (2) BOD violations of the effluent limitations are noted for November 2020. SCSD is required to immediately implement corrective and preventative actions to bring the discharge into full compliance with all requirements of Order R7-2014-0007.

Please be advised, failure to comply with Order R7-2014-0007 is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims.

For violations listed above, pursuant to CWC section 13350 (e), you are subject to penalties of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. These administrative civil liabilities may be assessed by the Regional Water Board beginning the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 ([Adriana.Godinez@waterboards.ca.gov](mailto:Adriana.Godinez@waterboards.ca.gov)) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 ([Jose.Cortez@waterboards.ca.gov](mailto:Jose.Cortez@waterboards.ca.gov)).

Sincerely,



Cassandra Owens  
Assistant Executive Officer  
Colorado River Basin  
Regional Water Quality Control Board

AG/jc

cc: Via email  
Robert Dunning, SCSD ([rdunning@saltoncsd.ca.gov](mailto:rdunning@saltoncsd.ca.gov))

File: 7A130110031, SCSD Desert Shores WWTP, Order R7-2014-0007

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Salton Community Services District  
P.O. Box 5268  
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**1. Article Addressed to:**

Mitch Mansfield, General Manager  
Salton Community Services District  
P.O. Box 5268  
Salton City, CA 92275



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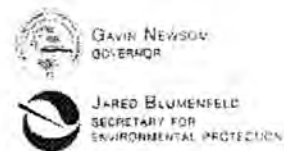
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## Colorado River Basin Regional Water Quality Control Board

**CERTIFIED MAIL: 7022 1670 0001 2589 1843**

August 10, 2022

David Dale, General Manager  
Salton Community Services District  
1209 Van Buren Avenue, Suite 1  
Salton City, CA 92274  
[ddale@saltoncsd.ca.gov](mailto:ddale@saltoncsd.ca.gov)

**SUBJECT: NOTICE OF VIOLATION, GENERAL ORDER 2006-0003-DWQ  
7SSO10538**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT COLLECTION SYSTEM,  
SALTON CITY, IMPERIAL COUNTY**

Dear Mr. Dale,

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County, including the referenced property above. Salton Community Services District (SCSD) is authorized to convey domestic and municipal wastewater to its publicly owned treatment facilities under Waste Discharge Requirements (WDRs) contained in Order 2006-0003-DWQ adopted by the State Water Resources Control Board on May 2, 2006.

On July 30, 2021, at approximately 8:15 am, SCSD notified the Regional Water Board of a Sanitary Sewer Overflow (SSO). The SSO occurred near Evans Ave at Lido Ave in Salton City. The SSO spill was caused by a force main rupture, which spilled into a drainage channel. The total volume of the spill was reported to be 55,000 gallons.

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JAYNE POWELL, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260 | [www.waterboards.ca.gov/coloradoriver](http://www.waterboards.ca.gov/coloradoriver)

The discharge of untreated wastewater into the drainage channel, which is classified as a water of the United States, is a violation of Order 2006-0003-DWQ, Section c, Prohibition 1<sup>1</sup>.

**YOU ARE HEREBY NOTIFIED** that SCSD is not in compliance of Order 2006-0003-DWQ, and has violated California Water Code (CWC) section 13376 and Clean Water Act section 301 as follows:

- Unauthorized discharge of untreated wastewater into waters of the United States

SCSD is required to comply with the following tasks:

1. Ensure full implementation of all requirements contained in Order 2006-0003-DWQ.
2. Submit a complete and adequate SSO Technical Report to the Regional Water Board within 10 days of receipt of this NOV. Although supporting documents<sup>2</sup> regarding the spill were submitted, the lack of detail in those documents deemed the information insufficient to fulfill the SSO Technical Report requirement of Order 2006-0003-DWQ, and corresponding Monitoring and Report Program Order WQ 2013-0058-EXEC.

The SSO Technical Report shall include at a minimum, the following:

- a. Causes and Circumstances of the SSO
  - i. Complete and detailed explanation of how and when the SSO was discovered.
  - ii. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - iii. Detailed description of the methodology employed, and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - iv. Detailed Description of the cause(s) of the SSO.
- b. The City's Response to the SSO
  - i. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - ii. Explanation of how the Sewer System Management Plan including the Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO.

<sup>1</sup> Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.

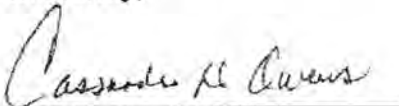
<sup>2</sup> An SSO Letter, Spill Diagram, and Station Readings/Daily Sheets were submitted by the Discharger on September 17, 2021. The supporting documents are provided as attachments.

- iii. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.
- c. Water Quality Monitoring
  - i. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
  - ii. Detailed location map illustrating all water quality sampling points.

Please be advised, failure to comply with Order 2006-0003-DWQ is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims. Pursuant to CWC section 13350, subdivision (e), you are subject to penalties for violation of Order 2006-0003-DWQ of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. Similarly, pursuant to Water Code section 13385, subdivision (c), you are subject to penalties for violation of Water Code section 13376 and Clean Water Act section 301 of up to \$10,000 for each day in which the violation occurs plus \$10 for each gallon of waste discharged, but not cleaned up, that exceeds 1,000 gallons. These administrative civil liabilities may be assessed by the Regional Water Board beginning with the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 ([Adriana.Godinez@waterboards.ca.gov](mailto:Adriana.Godinez@waterboards.ca.gov)) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 ([Jose.Cortez@waterboards.ca.gov](mailto:Jose.Cortez@waterboards.ca.gov)).

Sincerely,



Cassandra Owens  
Assistant Executive Officer  
Colorado River Basin  
Regional Water Quality Control Board

AG/jc

cc: (Via email)  
Emmanuel Ramos, SCSD Chief Plant Operator ([eramos@saltoncsd.ca.gov](mailto:eramos@saltoncsd.ca.gov))  
Christopher Murillo, SCSD Comptroller ([cmurillo@saltoncsd.ca.gov](mailto:cmurillo@saltoncsd.ca.gov))  
Oracio Lemus, SCSD Lead Man ([olemus@saltoncsd.ca.gov](mailto:olemus@saltoncsd.ca.gov))  
Kailyn Ellison, SWRCB Office of Enforcement  
([kailyn.ellison@waterboards.ca.gov](mailto:kailyn.ellison@waterboards.ca.gov))



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SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
scsd@saltoncsd.ca.gov

8/11/22

**RE: SSO Technical Report Spill Event ID: 875781**

**Causes and Circumstances of the SSO**

On the morning of 7-30-2021 at 7:28 a.m. district staff received notification from Coachella Valley Water District that there was a potential sewer leak at Lido Avenue at Evans Avenue in Salton City, California. Upon arriving at the site, staff noticed a small stream of liquid along the east side of Lido Avenue, from Evans Avenue to Edwards Avenue. It was determined that the cause of the spill was from a ruptured 10" diameter sewer force main pipeline.

**The District's Response to the SSO**

Since the leak was from a force main from a pump station, Staff was able to shut down the pump station to eliminate any further sewer spillage. The crew was dispatched to get equipment and vacuum trucks. As staff arrived on scene, the force main was excavated at the rupture site. Staff was able to locate the shear crack, cleaned the pipe and placed a stainless steel repair clamp on the cracked pipe.

Staff began to recover the liquid into two vacuum trucks with approximately 1,500 gallons capacity each. There were seven loads per truck. Therefore, the recovered volume was approximately 21,000 gallons. The recovered liquid was taken to the Lansing wastewater plant for treatment. Daily meter readings were used to calculate the volume.

After the repair was made the pump stations were turned back on to confirm the repair. Staff wrapped the clamp with a Visqueen material and commenced backfilling.

The district is working with agencies for grant funding to replace the entire force main. The proposed force main replacement project has been designed by a profession engineer in the State of California and the district expects to put the project out to bid soon.

**Water Quality Monitoring**

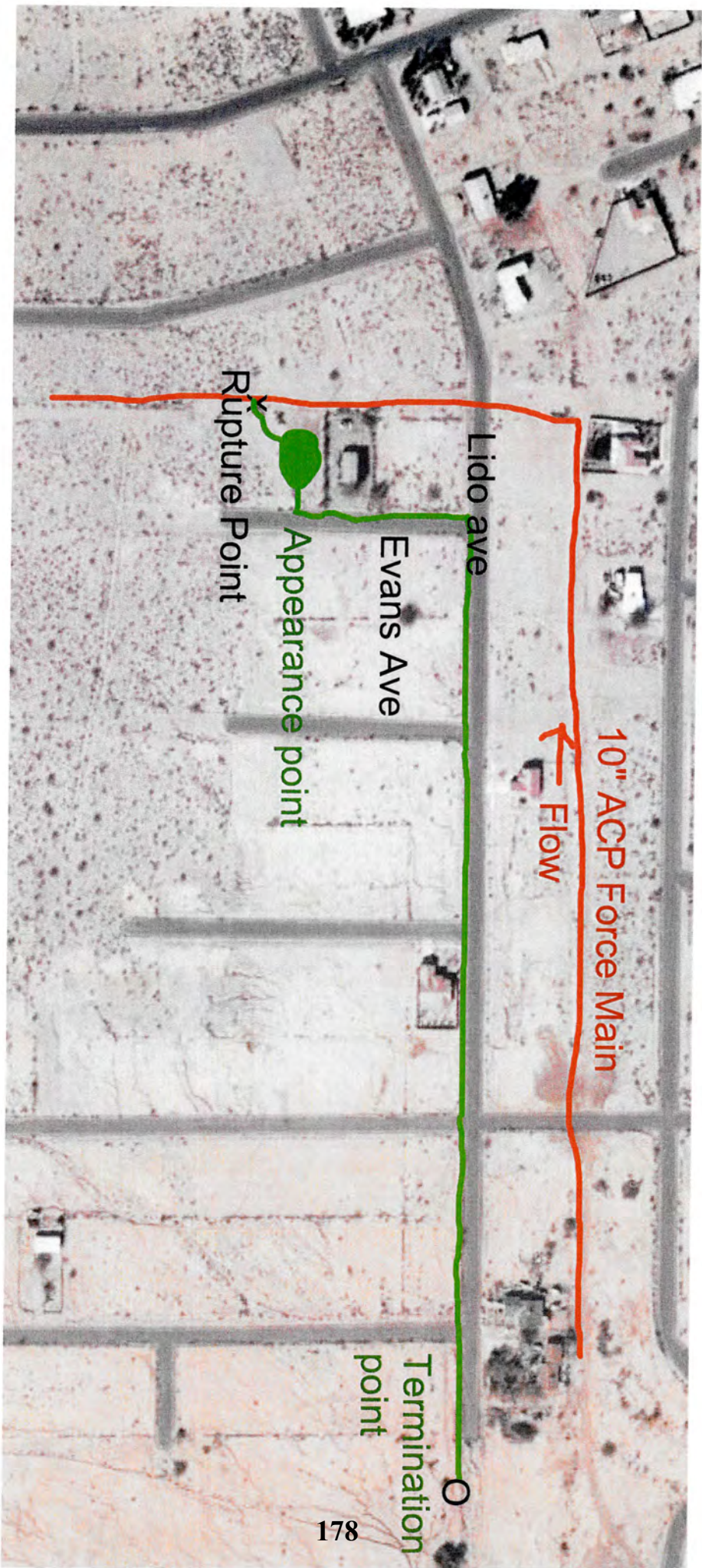
The SSO liquid was contained in the shoulder of Lido Avenue and did not reach any water ways. Staff was able to stop the leak and clean up the site before any contamination was made. Therefore, no water quality monitoring was completed.

Should you have any questions, feel free to contact me at (760) 883-9302.

A Diagram showing the SSO failure point and final destination is included with this letter.

Sincerely,

Robert L. Dunning  
Field Foreman





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## Colorado River Basin Regional Water Quality Control Board

**CERTIFIED MAIL: 7022 1670 0001 2589 1843**

August 10, 2022

David Dale, General Manager  
Salton Community Services District  
1209 Van Buren Avenue, Suite 1  
Salton City, CA 92274  
[ddale@saltoncsd.ca.gov](mailto:ddale@saltoncsd.ca.gov)

**SUBJECT: NOTICE OF VIOLATION, GENERAL ORDER 2006-0003-DWQ  
7SSO10538**

**FACILITY: SALTON COMMUNITY SERVICES DISTRICT COLLECTION SYSTEM,  
SALTON CITY, IMPERIAL COUNTY**

Dear Mr. Dale,

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County, including the referenced property above. Salton Community Services District (SCSD) is authorized to convey domestic and municipal wastewater to its publicly owned treatment facilities under Waste Discharge Requirements (WDRs) contained in Order 2006-0003-DWQ adopted by the State Water Resources Control Board on May 2, 2006.

On July 30, 2021, at approximately 8:15 am, SCSD notified the Regional Water Board of a Sanitary Sewer Overflow (SSO). The SSO occurred near Evans Ave at Lido Ave in Salton City. The SSO spill was caused by a force main rupture, which spilled into a drainage channel. The total volume of the spill was reported to be 55,000 gallons.

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JAYNE POWELL, CHAIR | PAULA RASMUSSEN, EXECUTIVE OFFICER

73-720 Fred Waring Drive, Suite 100, Palm Desert, CA 92260 | [www.waterboards.ca.gov/coloradriver](http://www.waterboards.ca.gov/coloradriver)

The discharge of untreated wastewater into the drainage channel, which is classified as a water of the United States, is a violation of Order 2006-0003-DWQ, Section c, Prohibition 1<sup>1</sup>.

**YOU ARE HEREBY NOTIFIED** that SCSD is not in compliance of Order 2006-0003-DWQ, and has violated California Water Code (CWC) section 13376 and Clean Water Act section 301 as follows:

- Unauthorized discharge of untreated wastewater into waters of the United States

SCSD is required to comply with the following tasks:

1. Ensure full implementation of all requirements contained in Order 2006-0003-DWQ.
2. Submit a complete and adequate SSO Technical Report to the Regional Water Board within 10 days of receipt of this NOV. Although supporting documents<sup>2</sup> regarding the spill were submitted, the lack of detail in those documents deemed the information insufficient to fulfill the SSO Technical Report requirement of Order 2006-0003-DWQ, and corresponding Monitoring and Report Program Order WQ 2013-0058-EXEC.

The SSO Technical Report shall include at a minimum, the following:

- a. Causes and Circumstances of the SSO
  - i. Complete and detailed explanation of how and when the SSO was discovered.
  - ii. Diagram showing the SSO failure point, appearance point(s), and final destination(s).
  - iii. Detailed description of the methodology employed, and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
  - iv. Detailed Description of the cause(s) of the SSO.
- b. The City's Response to the SSO
  - i. Chronological narrative description of all actions taken by enrollee to terminate the spill.
  - ii. Explanation of how the Sewer System Management Plan including the Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO.

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<sup>1</sup> Any SSO that results in a discharge of untreated or partially treated wastewater to waters of the United States is prohibited.

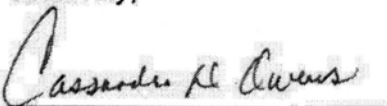
<sup>2</sup> An SSO Letter, Spill Diagram, and Station Readings/Daily Sheets were submitted by the Discharger on September 17, 2021. The supporting documents are provided as attachments.

- iii. Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.
- c. Water Quality Monitoring
  - i. Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
  - ii. Detailed location map illustrating all water quality sampling points.

Please be advised, failure to comply with Order 2006-0003-DWQ is a violation of state law that may result in further enforcement action including the imposition of administrative civil liability claims. Pursuant to CWC section 13350, subdivision (e), you are subject to penalties for violation of Order 2006-0003-DWQ of up to \$5,000 for each day in which the violation occurs or \$10 for each gallon of waste discharged, but not both. Similarly, pursuant to Water Code section 13385, subdivision (c), you are subject to penalties for violation of Water Code section 13376 and Clean Water Act section 301 of up to \$10,000 for each day in which the violation occurs plus \$10 for each gallon of waste discharged, but not cleaned up, that exceeds 1,000 gallons. These administrative civil liabilities may be assessed by the Regional Water Board beginning with the date that the violations first occurred and without further warning. This matter may be referred to the Office of the Attorney General for further enforcement. The Regional Water Board reserves its right to take any further enforcement action authorized by law.

If you have any questions concerning this matter, please contact the Case Manager Adriana Godinez at (760) 346-6585 ([Adriana.Godinez@waterboards.ca.gov](mailto:Adriana.Godinez@waterboards.ca.gov)) or the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 ([Jose.Cortez@waterboards.ca.gov](mailto:Jose.Cortez@waterboards.ca.gov)).

Sincerely,



Cassandra Owens  
Assistant Executive Officer  
Colorado River Basin  
Regional Water Quality Control Board

AG/jc

cc: (Via email)  
Emmanuel Ramos, SCSD Chief Plant Operator ([eramos@saltoncsd.ca.gov](mailto:eramos@saltoncsd.ca.gov))  
Christopher Murillo, SCSD Comptroller ([cmurillo@saltoncsd.ca.gov](mailto:cmurillo@saltoncsd.ca.gov))  
Oracio Lemus, SCSD Lead Man ([olemus@saltoncsd.ca.gov](mailto:olemus@saltoncsd.ca.gov))  
Kailyn Ellison, SWRCB Office of Enforcement  
([kailyn.ellison@waterboards.ca.gov](mailto:kailyn.ellison@waterboards.ca.gov))

David Dale  
SCSD Collection System

- 4 -

August 10, 2022

Attachments: 7-30-2021 SSO Letter to the Water Boards  
7-30-2021 SSO Spill Diagram  
Station Readings/Daily Sheets

File: 7SSO10538, Salton Community Services District, Board Order 2006-0003-DWQ



1209 Van Buren Avenue, Suite 1  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
scsd@saltoncsd.ca.gov

*Serving the West Shores of the Fabulous Salton Sea*

September 16, 2021

RE: SSO Technical Report Spill Event ID: 875781

To Whom It May Concern:

On the morning of 7-30-2021 at 7:28am we received notification from Coachella Valley Water District that there was a sewer leak. Diagram showing the SSO failure point and final destination is included with this letter. Daily meter readings were used to calculate the volume. Recovered volume was two vacuum trucks with approximately 1,500 gallons capacity each with six to seven loads per truck. The best estimation on the cause of the spill was a possible small earthquake causing a shear crack.

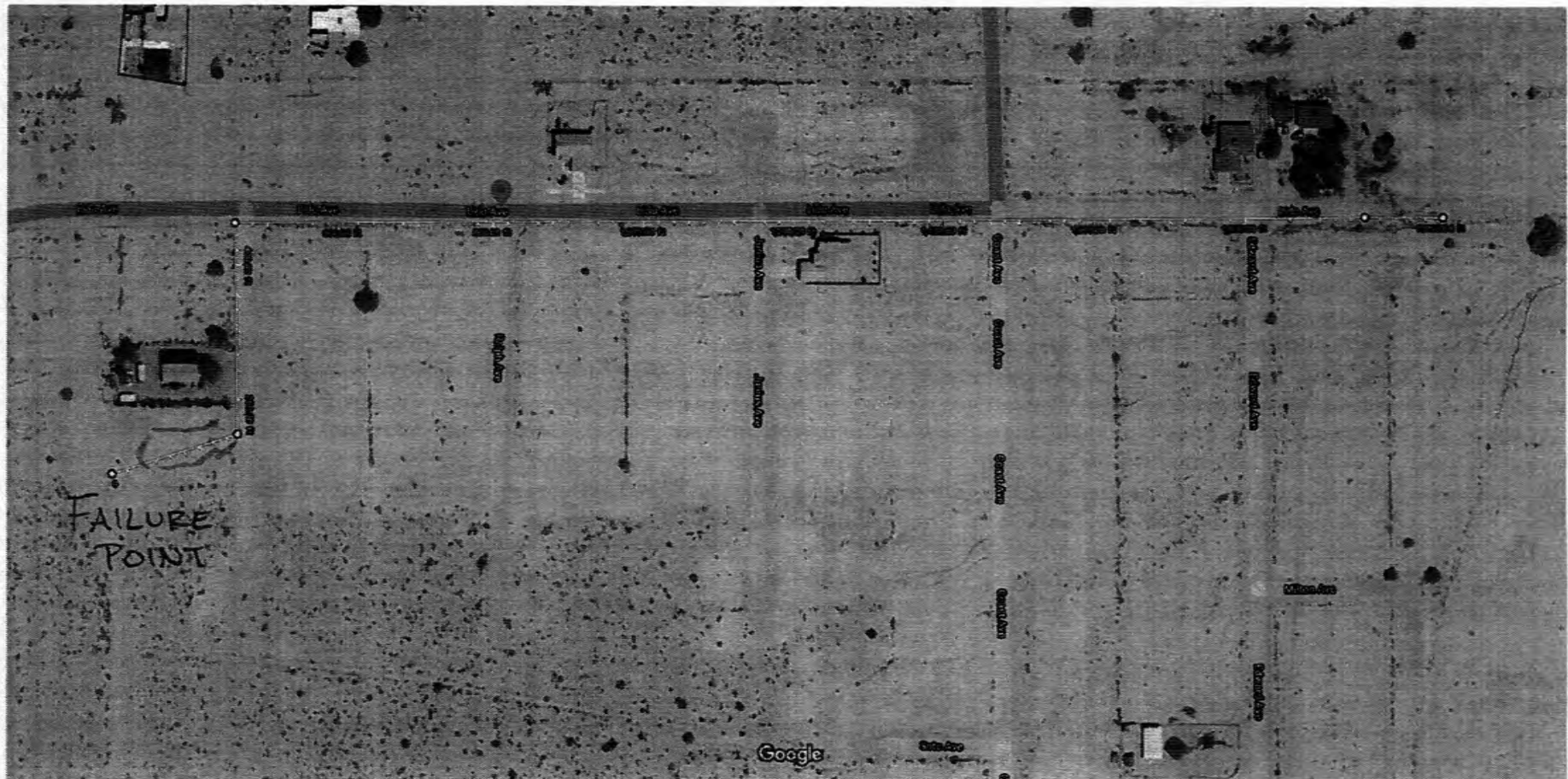
Steps taken to terminate the spill was after receiving notification and upon verification, dispatched crew to shut down pump stations, gathered materials and tools to make the repair. Dispatched the crew to get equipment and vacuum trucks. As everybody arrived on scene, everyone commenced to dig it up. Located the shear crack, cleaned the pipe and placed a stainless steel repair clamp. Turned pump stations back on to confirm the repair. Wrapped the clamp with visqueen. Commenced backfilling.

Corrective actions in progress. We are working with NV5 and RCAC for total replacement of the force main.

Should you have any questions, feel free to contact me at (760) 883-9302.

Regards,

Robert Dunning



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft

Measure distance  
Total distance: 2,063.64 ft (629.00 m)

The green square on the map is where the spill pooled before falling into the street.

# STATION READINGS

STATION #24

MONTH: July

YEAR 2021

	FLOW	FLOW MAG	FLOW CPU	PUMP# 1	PUMP# 2	TIME	NAME
1	263700	9977940	253900	15531.9	16892.9	657	RH
2	267300	9980577	219445	15536.0	16896.6	624	JT
3	273400	9982250	215341	15539.4	16899.9	603	SRP
4	253400	9985984	190623	15542.9	16903.0	601	SRP
5	235800	9988518	167451	15545.9	16905.8	559	SLP
6	268900	9990876	208318	15548.4	16908.2	659	RH
7	265100	9993565	265248	15551.0	16910.8	6:25	JT
8	263500	9996216	259581	15553.4	16913.3	6:29	RH
9	217000	9998851	258155	15555.9	16915.8	700	Q
10	274300	10001021	235157	15559.5	16919.2	722	Q
11	261300	10003764	212789	15563.8	16923.3	726	Q
12	280100	10006377	248660	15567.3	16926.7	6:43	MOS
13	271500	10008878	254114	15569.7	16929.0	6:30	ZR
14	271400	10001593	268614	15572.1	16931.6	6:23	MOS
15	264700	10004387	254862	15574.6	16934.1	7:39	MOS
16		10016954		15576.8	16936.4	7:31	RH
17							
18			0				
19		10016918	0	15576.9	16936.5	7:14	JT
20		10016969	0	15576.9	16936.5	653	Q
21		10016969	0	15576.9	16936.5	700	Q
22		10016969	0	15576.8	16936.5	6:24	MOS
23	214,900	10016969	127536	15576.8	16936.5	6:24	MOS
24	245900	10019118	254515	15578.0	16939.2	6:50	ZR
25	270900	10021577	254618	15580.8	16942.3	6:30	ZR
26	253100	10024286	252987	15583.1	16945.4	6:56	JT
27	262300	10026817	255804	15585.3	16948.3	6:33	MOS
28	244000	10029440	248901	15587.6	16951.2	7:57	MOS
29	164300	10031880	215049	15591.5	16955.4	6:38	JT
30	217800	10033523	178814	15594.2	16957.9	6:26	JT
31	258100	10035696	233908	15597.7	16961.9	5:43	MOS

1		10038277		156015	16964.6	5:46	MOS
---	--	----------	--	--------	---------	------	-----

23                      257  
 10017109                      15576.9    16936.6    5:39    Q



SALTON COMMUNITY SERVICES DISTRICT

1209 Van Buren Avenue

Post office Box 5268

Salton City, California 92275-5268

760-394-4446

**PROJECT STATUS REPORT**

PROJECT SUMMARY			
Report Date	Project Name	Prepared By:	
7-30-2021		Robert L. Heinze	

STATUS SUMMARY
Failed main Break off Harbor - 2 Locate + Repair

Project Overview			
Task Performed	Hours on Job	Equip. Number	Notes
	8		
Parts Supplier Used			

BUDGET OVERVIEW				
Pick up #/B	Mileage Start	Mileage End	Fuel Gallons	Signature
	68640.8	68659.1		Robert L. Heinze



SALTON COMMUNITY SERVICES DISTRICT

1209 Van Buren Avenue

Post office Box 5268

Salton City, California 92275-5268

760-394-4446

### PROJECT STATUS REPORT

PROJECT SUMMARY			
Report Date	7/30/21	Project Name	Prepared By: MDS
		Station Run	
		Pressure line rupture repair S.C.	

STATUS SUMMARY			

Project Overview			
Task Performed	Hours on Job	Equip. Number	Notes
Parts Supplier Used			

BUDGET OVERVIEW				
Pick up #	2	Mileage Start	Mileage End	Fuel Gallons
		42687.1	42879.1	

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| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ _____ |

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AG 8/10

Sent To

David Dale, General Manager

Street and Apt. No., or PO Box No.

Saltan Community Services District

City, State, ZIP+4®

209 Van Buren Ave, Suite 2, Saltan City, CA 92274

2022 1670 0001 2589 1843 E48T 6852 T000 029T 2202

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for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

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- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

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**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

David Dale, General Manager  
Salton Community Services District  
1209 Van Buren Ave, Suite 21  
Salton City, CA 92274



9590 9402 7687 2122 2078 48

## 2. Article Number (Transfer from service label)

7022 1670 0001 2589 1843

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

X MA R17C19

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Robert Dunning

## C. Date of Delivery

8/15

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

AUG 17 2022

REGION 7

## 3. Service Type

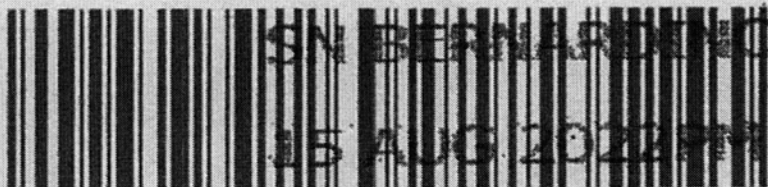
☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail

Mail Restricted Delivery

(00)

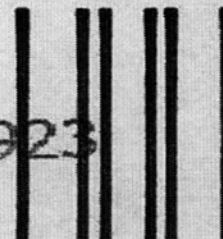
☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

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15 AUG 2022 PM 4 L



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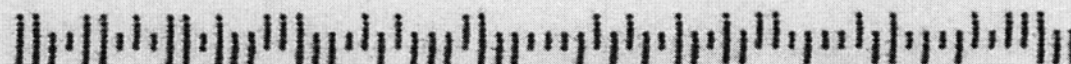
9590 9402 7687 2122 2078 48

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CALIFORNIA REGIONAL WATER QUALITY  
CONTROL BOARD  
COLORADO RIVER BASIN REGION  
73-720 FRED WARING DR., SUITE 100  
PALM DESERT, CA 92260

ATTN: Adriana Godinez





## IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

### CLEAN AIR TRUST FUND FUNDING PROJECT

#### EXHIBIT "A" DESERT SHORES COMMUNITY PARK. ("SCSD")

This Exhibit "A" is intended to provide direction and specific requirements necessary to fully execute the proposed project described as the following:

Upgrade of the Desert Shores Community Park located at 57 Palm Dr. Desert Shores, CA 92274, by, leveling and grading and layout real grass.

NOW THEREFORE, SCSD agrees with the following:

1. PM<sub>10</sub> Reduction Project: SCSD agrees that Project was approved by the ICAPCD for funding. The following information describes the PM<sub>10</sub> reduction project(s):

PROJECT NAME AND DESCRIPTION	REQUESTED GRANT AMOUNT
Site Preparation: prepare area by leveling dirt, check the slope and compaction. Layout real grass Provide all the necessary equipment, material and labor to perform the job. Total of new grass area 33,600 sf. Prevailing wages applied.	\$200,000

2. SCSD agrees that if the Project identified and set forth in Section No. 1 is funded or considered for funding by any other incentive program sponsored by either State, federal, or any local jurisdiction, another ICAPCD or State program, SCSD will notify the ICAPCD immediately.
3. SCSD agrees that the ICAPCD will be contacting the SCSD to set up a pre- inspection of the Project described and set forth in Section No.1. The inspection is composed of the following:



## IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

- a. Photographic evidence sufficient to identify the Project as that described in Section No. 1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc. such that the location of the Project is clearly identifiable.
  - b. Formal Notice of Pre-Inspection Completeness. The ICAPCD will inform SCSD when the pre-inspection process has been completed in the following manner.
    - i. In person
    - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
4. SCSD agrees that time is of the essence and that an essential part of the funding process is the verification of continued progress towards the completion of the Project described and set forth in Section No.1.
- a. Tentative Timeline. SCSD shall provide to the ICAPCD a tentative timeline indicating the process required for the completion of the Project. The tentative timeline may be remitted in the following manner:
    - i. In person
    - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
  - b. Periodic Updates. SCSD shall remit to the ICAPCD periodic updates that indicate whether the Project described and set forth in Section No.1 is on schedule or are delayed. Periodic updates shall be remitted on a monthly basis beginning one month after the execution of the Funding Agreement. Should a delay occur or is anticipated to occur SCSD shall remit the following information:
    - i. Reasonable Delays. SCSD agrees that there are circumstances beyond their reasonable control that may cause an inadvertent delay towards completion of the Project. Reasonable delays are delays that occur which cause the Project not to conform to its tentative timeline by days but not months. Such reasonable delays shall be included within the periodic update with a brief summary describing the delay. Depending on the nature of the delay the ICAPCD may request from SCSD the remittance of an adjusted "Timeline".
    - ii. Long Term Delays. Long-term delays are delays that occur which cause the Project not to conform to its tentative timeline by months as opposed to days. Such long term delays shall be included within the periodic update with a brief summary describing



## IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

the delay and the submission of an extension of time (form provided by the ICAPCD), approvable by the Air Pollution Control Officer.

- c. Remittance of the Periodic Update. The periodic update described in this Section shall be remitted in the following manner to the ICAPCD:
  - i. In person
  - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
5. SCSD agrees that the following provisions apply with respect to the Final Inspection:
  - a. Notification by SCSD. SCSD agrees to notify the ICAPCD of the completion of the described Project set forth in Section No. 1. This will allow the ICAPCD an opportunity to schedule and conduct a final inspection. Notification by SCSD may be in the following manner:
    - i. In person
    - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.
  - b. Final Inspection. SCSD agrees that vital to the final inspection is the verification of the completion of the Project as described and set forth in Section No.1. Once notice has been received by SCSD, that the Project has been completed, the ICAPCD shall conduct a final inspection which shall include but is not limited to:
    - i. Photographic evidence sufficient to identify the Project as the original complete Project described in Section No.1. The photographic evidence may include but is not limited to the photographing of different angular directions identifying the roads, public access ways, signs etc., such that the location of the Project is clearly identifiable.
  - c. Formal Notice of Final Inspection Completeness. SCSD agrees that once the ICAPCD receives verification from the inspector that all material aspects of the newly completed Project, as described and set forth in Section No.1, are true and correct, notification by the ICAPCD to SCSD that the Project is complete shall be in the following manner:
    - i. In person
    - ii. Electronic Mail with a request "Request a Read Receipt" and/or request within the body of the electronic mail for verification of receipt.



## IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT

6. SCSD affirmatively states that he or she has legal authority to agree sign to the terms of this Agreement.

SALTON COMMUNITY  
SERVICES DISTRICT

Date: 04/16/2022

Rogelio Flores

~~Dale Johnson~~, President

Rogelio Flores SCSD

AIR POLLUTION CONTROL DISTRICT

Date: 12-15-21

Matt Dessert

Matt Dessert

Air Pollution Control Officer

**OFFICIAL BUDGET AMENDMENT RESOLUTION OF THE BOARD OF  
SUPERVISORS OF THE COUNTY OF IMPERIAL, AUTHORIZING AN  
AMENDMENT TO THE FINAL BUDGET FOR FISCAL YEAR 2021-2022  
FOR Air Pollution Control District DEPARTMENT**

**BUDGET AMENDMENT RESOLUTION NO. 21-22-045**

The Final Budget for Fiscal Year 2021-2022 was duly adopted by *Resolution No. 2021-090*, of the Board of Supervisors on September 21, 2021 in accordance with the State of California Government Code; and

The Board of Supervisors has determined it is appropriate to amend the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

Funds are available, as designated in the requested action; and

Therefore, the Board of Supervisors approves the following action(s):

**BUDGET ADJUSTMENTS:**

**Section 1. Record Revenue Estimate(s):**

Fund No.	Fund Title	Object Code	Object Code Title	Amount	
1596001	Air Pollution Control District	491135	Contribution from Trust	\$200,000	00
Total				\$200,000	00

**Section 2. Authorize Appropriation(s):**

Fund No.	Fund Title	Object Code	Object Code Title	Amount	
1596001	Air Pollution Control District	530080	Special Department Expense – Other	\$200,000	00
Total				\$200,000	00

**Section 3. Authorize Transfer of Funds from the following source(s):**

**FROM:**

Fund No.	Fund Title	Object Code	Object Code Title	Amount	
1648000	Clean Air Fund	301000	Fund Balance	\$200,000	00
Total				\$200,000	00

**CAPITAL EXPENDITURE AUTHORIZATION:**

**Section 4. Authorize Specific Capital Item(s) or Project:**

Fund No.	Fund Title	Object Code	Object Code Title	Qty	Description	Amount	
Total							

1. Purpose of Budget Amendment:

Appropriate funds from Clean Air Trust for the creation and enhancement of the green space at Desert Shores Community Park, per the agreement with Salton Community Services District.


THE ABOVE AMENDMENT RESOLUTION WAS APPROVED BY ACTION OF THE BOARD at a regular meeting of the Board of Supervisors of the County of Imperial held on the 21st day of December, 2021 by the following vote, to-wit:

AYES: Escobar, Plancarte, M. Kelley, R. Kelley, Castillo

NOES: None

ABSTAINED: None

ABSENT: None

  
\_\_\_\_\_  
Blanca Acosta, Clerk of the Board of Supervisors  
County of Imperial, State of California

cc: Department  
Auditor-Controller  
CEO  
GSA-Budget Fiscal



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 5/10/22 Approved by the Board of Supervisors  
Clerk of the Board of Supervisors Date 5/10/22 Minute Order # 16  
BY: R. Kelley  
Deputy

FUNDING AGREEMENT

DESERT SHORES COMMUNITY PARK

THIS AGREEMENT FOR FUNDING ("Agreement"), made and entered into this 21 day of December, 2021, by and between the IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT, an air pollution control district formed and existing pursuant to California Health and Safety Code section 40002 ("ICAPCD"), and the SALTON COMMUNITY SERVICES DISTRICT ("SCSD"), a California community services district formed and existing pursuant to Government Code §§ 61000 *et seq.* which owns and operates the Desert Shores Park ("DSP") (individually, "Party" collectively, "Parties") shall be as follows:

RECITALS

WHEREAS, SCSD submitted a project request to the ICAPCD seeking funding assistance from ICAPCD for a community project consisting of the paving of the parking lot and driveway and upgrades to the lower lot of the DSP located at 1209 Van Buren Avenue, Ste. 1 Salton City, CA 92275 ("Project") in an attempt to mitigate PM<sub>10</sub> pollutants resulting from DSP; and

WHEREAS, SCSD has requested funding through the ICAPCD's Clean Air Trust Fund in the amount of two hundred thousand dollars (\$200,000) to carry out the Project; and

WHEREAS, ICAPCD desires to provide such funding to SCSD, subject to the terms and conditions provide for herein; and

WHEREAS, ICAPCD is authorized to enter into this Agreement under the provisions of California Health and Safety Code section 40701.

WHEREAS, GRANTEE submitted a request letter to ICAPCD seeking funding in the amount of two hundred thousand dollars (\$200,000) for a community greening project, consisting of approximately 33,600 SQFT of green space to be created and/or enhanced at DSP in an attempt to mitigate PM<sub>10</sub>; and

NOW THEREFORE, for and in consideration of the mutual promises set out herein, ICAPCD and SCSD have and hereby agree as follows:

///

RECEIVED

APR 18 2022

AIR POLLUTION  
CONTROL DISTRICT

**1. INCORPORATION OF RECITALS.**

1.1. PARTIES hereby certify that to the best of their knowledge, the above recitals are true and correct.

1.2. The above recitals are hereby adopted and incorporated within this Agreement.

**2. DEFINITIONS.**

"Scope of Work" shall mean that document that describes the Project and project requirements.

The Scope of Work is attached hereto as Exhibit "A" and incorporated herein by this reference.

**3. CONTRACT COORDINATION.**

3.1. The Air Pollution Control Officer, or his/her designee, shall be the representative of ICAPCD for all purposes under this Agreement. The Air Pollution Control Officer, or his/her designee, is hereby designated as Contract Manager for ICAPCD. He/she shall supervise the progress and execution of this Agreement.

3.2. SCSD shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of ICAPCD's Contract Manager.

**4. SCOPE OF WORK.**

SCSD shall provide all materials and labor to perform this Agreement consistent with the Scope of Work, attached hereto as Exhibit "A." In the event of a conflict amongst this Agreement and the Scope of Work, this Agreement shall take precedence.

**5. WORK TO BE PERFORMED BY SCSD**

5.1. SCSD shall comply with all terms, conditions, and requirements of the Scope of Work and this Agreement.

5.2. SCSD shall perform such other tasks as necessary and proper for the full performance of the obligations assumed by SCSD hereunder.

5.3. SCSD shall:

- 5.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the work to be performed by SCSD under this Agreement;
- 5.3.2. Keep itself fully informed of all existing and proposed federal, State and local laws, ordinances, regulations, orders and decrees which may affect those under this Agreement;
- 5.3.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and
- 5.3.4. Immediately report to ICAPCD's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any provisions of this Agreement.

**6. REPRESENTATIONS BY SCSD**

- 6.1. SCSD represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.
- 6.2. SCSD represents and warrants that the person or people executing this Agreement on behalf of SCSD have the authority of SCSD to sign this Agreement and bind SCSD to the performance of all duties and obligations assumed by SCSD herein.
- 6.3. SCSD represents and warrants that any employee, contractor, and/or agent who will be performing any of the duties and obligations of SCSD herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.
- 6.4. SCSD understands that ICAPCD considers the representations made herein to be material and would not enter into this Agreement with SCSD if such representations were not made.
- 6.5. SCSD understands and agrees that in the course of performance of this Agreement, SCSD may be provided with information or data considered by ICAPCD to be confidential. ICAPCD shall clearly identify such information and/or data as confidential. SCSD shall

take all necessary steps necessary to maintain such confidentiality, including but not limited to restricting the dissemination of all material received to those required to have such data in order for SCSD to perform under this Agreement.

7. **TERM OF AGREEMENT.**

This Agreement shall become effective upon the date first written above and shall remain in effect until the work to be performed under Exhibit "A" is completed, unless otherwise terminated as provided for herein.

8. **FUNDING.**

8.1. The total funding under this Agreement shall not exceed two hundred thousand dollars (\$200,000).

8.2. Except as provided in Paragraph 8.1, ICAPCD shall not be responsible to pay SCSD any additional funding, compensation, out-of-pocket expenses, fees, or other remuneration.

9. **PAYMENT OF FUNDING.**

9.1 GRANTEE shall submit a final invoice for reimbursement of work performed upon completion of the Project. GRANTEE shall receive funding for the Project after a final invoice has been received by ICAPCD and the work performed has been reviewed, inspected and approved to be in accordance with Exhibit "A" and Exhibit "B" by ICAPD.

9.2 ICAPCD shall not provide funding for work that is not included in the final invoice unless otherwise agreed to in writing by both Parties.

9.3 ICAPCD shall not be responsible to pay SCSD any funding if SCSD fails to complete the Project or the work performed has not been reviewed, inspected and approved to be in accordance with Exhibit "A" and Exhibit "B" by ICAPCD.

10. **METHOD OF PAYMENT.**

Upon the satisfactory completion of the Project, SCSD may expect to receive funding within a reasonable time thereafter, and in any event, in the normal course of business, within thirty (30) days

after ICAPCD has approved the completion of the Project in accordance with Exhibit "A and Exhibit "B."

**11. PREVAILING WAGE, REGISTRATION, APPRENTICESHIP, AND OTHER REQUIREMENTS.**

11.1. SCSD is hereby on notice that the work to be performed under this Agreement in connection with the Project may be subject to the prevailing wage, registration, apprenticeship, and other provisions of the California Labor Code.

11.2. In the event a determination is made by the California Department of the Industrial Relations ("DIR") that said Work is "public works" within the meaning of the California Labor Code, the SCSD agrees to the fullest extent permitted by law to indemnify, defend, protect and hold ICAPCD and its representatives, officers, directors, designees, employees, agents, successors and assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in connection with such a determination, and further agrees to abide by the following provisions:

**11.2.1. Prevailing Wage.** SCSD and its subcontractors shall pay all workers employed on the Project the higher of either the rates determined by the Director of DIR, or when applicable, the Davis-Bacon Federal wage rates as supplemented by the Department of Labor regulations.

(a) Copies of the State prevailing rate of per diem wages are on file with the Department of Industrial Relations, Division of Apprenticeship Standards, 445 Golden Gate Avenue, San Francisco, California, and at the Imperial County Department of Public Works, and are available to SCSD and any other interested party upon request.

(b) SCSD shall post the prevailing rate of per diem wages at the Project work site.

(c) SCSD is responsible for compliance with the provisions herein.

**11.2.2. Mandatory Registration with the Department of Industrial Relations - NEW REQUIREMENTS PURSUANT TO SB 854.**

- (a) SCSD and its subcontractors shall register with the DIR and pay all applicable fees as set forth in Labor Code section 1725.5.
- (b) SCSD and its subcontractors acknowledge that they shall not be listed on any bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The requirements of this section shall apply unless one of the limited exceptions provided under Labor Code Section 1771.1(a) applies.
- (c) SCSD and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- (d) The work on the Project described herein may be subject to compliance monitoring and enforcement with the DIR.
- (e) For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

**11.2.3. Cognizance of Violations by ICAPCD.**

- (a) SCSD understands and agrees that ICAPCD shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.
- (b) If applicable, SCSD may bring an action in a court of competent jurisdiction to recover from ICAPCD the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to

Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney's fees related to the action, if either of the following is true:

- (i) ICAPCD previously affirmatively represented to SCSD in writing, in the call for bids, or otherwise, that the work was not a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code; or
- (ii) ICAPCD received actual written notice from the Department of Industrial Relations that the work is a "public work," as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to SCSD before the bid opening or award.

**11.2.4. Prevailing Wage Rates and Payroll Records.**

- (a) SCSD agrees to comply with §§ 1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at SCSD' principal office. The responsibility for compliance with these provisions is fixed with SCSD. SCSD understands and agrees that it shall, as a penalty to ICAPCD, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any work done pursuant to this Agreement.
- (b) SCSD shall be liable for penalties when a subcontractor fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:
  - (i) SCSD had knowledge of the failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or

- (ii) SCSD fails to comply with the following requirement: The contract executed between SCSD and the subcontractor for the performance of work on the Project shall include a copy of the provisions of California Labor Code §§ 1771, 1775, 1776, 1777.5, 1813 and 1815; and
- (iii) SCSD fails to comply with the following requirement: SCSD shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- (iv) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, SCSD shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the Project; and
- (v) Prior to making final payment to the subcontractor for work performed on the Project, SCSD shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project work and any amounts due pursuant to California Labor Code § 1813.

**11.2.5. Work Day and Work Week Requirements.**

- (a) SCSD agrees to comply with §§ 1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3700 et seq., as supplemented by the Department of Labor regulations, which provide that SCSD's workers and their subcontractors' workers may not be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week.

- (b) Work performed by employees of SCSD or their subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, shall be compensated for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (c) The responsibility for compliance with these provisions is fixed with SCSD understand and agree that they shall, as a penalty to ICAPCD, forfeit specific monetary fines to ICAPCD should SCSD or their subcontractors fail to comply with the provisions contained within this paragraph.

**11.2.6. Apprenticeship Requirements.**

- (a) SCSD agree to comply with §§ 1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide ICAPCD with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by § 1777.5(e).
- (b) The responsibility for compliance with these provisions is fixed with SCSD for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is granted in accordance with § 1777.5) and SCSD and their subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in California Labor Code § 3077.
- (c) If the Project work falls within the jurisdiction of California Labor Code § 1777.5, ICAPCD shall, within five (5) days of the award, send a copy of the award to the Division of Apprenticeship Standards. In addition, ICAPCD shall notify the Division of Apprenticeship Standards of a

finding of any discrepancy regarding the ratio of apprentices to journeymen within five (5) days of the finding.

**11.2.7. Labor Standards Compliance Requirements.**

- (a) It is SCSD's responsibility to provide all labor compliance documentation from their subcontractors completely and accurately in a timely manner. SCSD are responsible to review promptly and then forward on all required documentation to ICAPCD per the time schedules in the Labor Compliance Handout.

**12. TIME FOR COMPLETION OF THE WORK.**

12.1. The Parties agree that time is of the essence in the performance of this Agreement.

12.2. Time extensions may be allowed for delays caused by ICAPCD, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of SCSD

12.2.1. Such requests for extension shall be in writing and shall be forwarded to the attention of the ICAPCD Contract Manager.

12.2.2. All requests for extension outline the factual bases for the request.

**13. MAINTENANCE AND ACCESS OF BOOKS AND RECORDS.**

SCSD shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

13.1. SCSD shall maintain all reports, documents, and records, which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

13.2. Any records or documents required to be maintained by SCSD pursuant to this Agreement shall be made available to ICAPCD for inspection or audit at any time during SCSD's regular business hours; provided that ICAPCD provides SCSD with seven (7) days advanced written or e-mail notice. Copies of such documents shall, at no cost to ICAPCD, be provided to ICAPCD for inspection at SCSD's address indicated for receipt of notices under this Agreement.

**14. SUSPENSION OF AGREEMENT.**

ICAPCD's Contract Manager shall have the authority to suspend this Agreement, in whole or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of SCSD to perform any provision of this Agreement.

**15. TERMINATION.**

15.1. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by mutual written consent, shall constitute a default under this Agreement. Any notice given pursuant to this section shall specify the nature of the alleged failure and, where possible, the manner in which the failure may be satisfactorily cured.

15.2. Upon failure to cure as herein provided, the Party alleging the failure may institute legal or equitable proceedings to enforce this Agreement.

**16. INSPECTION.**

SCSD shall furnish ICAPCD with every reasonable opportunity for ICAPCD to ascertain that the work being performed by SCSD is in accordance with the requirements and intentions of this Agreement. The inspection of such work shall not relieve SCSD of any of its obligations to fulfill its Agreement as prescribed.

**17. INTEREST OF SCSD.**

17.1. SCSD covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.

17.2. SCSD covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed.

17.3. SCSD certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of ICAPCD.

**18. INDEMNIFICATION.**

To the greatest extent permitted by law, SCSD agrees to indemnify, defend, protect and hold harmless ICAPCD and its representatives, officers, directors, designees, employees, successors and assigns from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, or which are claimed to be caused or contributed to in whole or in part even though such claims may be groundless, false, or fraudulent, by any willful misconduct or negligence, whether active or passive of SCSD, or anyone acting under his direction in connection with or incident with the services provided hereunder, unless the same be caused by the sole or concurrent negligence or willful misconduct of ICAPCD.

**19. INSURANCE REQUIREMENTS.**

19.1. SCSD hereby agrees, at its sole cost and expense, to obtain and maintain in full force during the entire term of this Agreement (or extended term thereof) the following types of insurance as detailed below:

19.1.1. Commercial General Liability. Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit to any one person, and two million dollars (\$2,000,000) aggregate for any one accident, including personal injury, death, and property damage.

**19.1.2. Commercial Automobile Liability.**

- (a) Coverage in a minimum amount of one million dollars (\$1,000,000) combined single limit and one million dollars (\$1,000,000) aggregate, including owned, non-owned, and hired vehicles.
- (b) Commercial Automobile Liability coverage shall not be required if SCSD does not, at any time, own or rent any automobile during the term of this Agreement, and any extension thereof.
  - (i) If SCSD does not own or rent an automobile, initial here \_\_\_\_\_.
  - (ii) Should this status change, SCSD shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

**19.1.3. Workers' Compensation.**

- (a) Coverage, if applicable, in full compliance with California statutory requirements, for all employees of SCSD
- (b) Prior to the commencement of any work, SCSD shall sign and file with ICAPCD the following certification: "I am aware of the provisions of California Labor Code §§3700 et seq. which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
- (c) This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.
- (d) SCSD understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to beginning any work on the Project.
- (e) Worker's Compensation coverage shall not be required if SCSD does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
  - (i) If SCSD does not have any employees, initial here \_\_\_\_\_.
  - (ii) Should status change, SCSD shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

**19.1.4. Employers Liability.**

- (a) Coverage, if applicable, in the minimum amount of one million dollars (\$1,000,000) per accident for bodily injury and disease.
- (b) Employer's Liability coverage shall not be required if SCSD does not, at any time, have any employees during the term of this Agreement, and any extension thereof.
  - (i) If SCSD does not have any employees, initial here \_\_\_\_\_.

- (ii) Should this status change, SCSD shall immediately notify ICAPCD in writing and comply with the insurance requirements above.

**19.2. Special Insurance Requirements.** All insurance required shall:

**19.2.1.** Be procured from California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide, acceptable to ICAPCD. A rating of at least A-VII shall be acceptable to ICAPCD; lesser ratings must be approved in writing by ICAPCD.

**19.2.2.** Be primary coverage as respects ICAPCD and any insurance or self-insurance maintained by ICAPCD shall be in excess of SCSD's insurance coverage and shall not contribute to it.

**19.2.3.** Name the Imperial County Air Pollution Control District and the County of Imperial and their officers, employees, and volunteers as additional insured on all policies, except Workers' Compensation insurance, and provide that ICAPCD may recover for any loss suffered by ICAPCD due to SCSD's negligence.

**19.2.4.** State that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause

**19.2.5.** Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to ICAPCD. SCSD may not terminate such coverage until it provides ICAPCD with proof that equal or better insurance has been secured and is in place. Cancellation or change without prior written consent of ICAPCD shall, at the option of ICAPCD, be grounds for termination of this Agreement.

**19.3. Additional Insurance Requirements.**

**19.3.1.** ICAPCD is to be notified immediately of all insurance claims. ICAPCD is also to be notified if any aggregate insurance limit is exceeded.

**19.3.2.** The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU Hazards;"
- (c) Does not contain a "pro rata" provision which looks to limit the insurer's liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an "excess only" clause which require the exhaustion of other insurance prior to providing coverage;
- (e) Does not contain an "escape clause" which extinguishes the insurer's liability if the loss is covered by other insurance;
- (f) Includes ICAPCD and County of Imperial as additional insureds.
- (g) States that it is primary insurance and regards ICAPCD and County of Imperial as additional insureds and contains a cross-liability or severability of interest clause.

**19.4. Deposit of Insurance Policy.** Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, SCSD shall, if requested by ICAPCD, provide ICAPCD satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

**19.5. Certificates of Insurance.** SCSD agrees to provide ICAPCD with the following insurance documents on or before the effective date of this Agreement:

**19.5.1.** Complete copies of certificates of insurance for all required coverages, including additional insured endorsements, shall be attached hereto as Exhibit "B" and incorporated herein.

**19.5.2.** The documents enumerated in this Paragraph shall be sent to the following:

County of Imperial  
Risk Management Department  
940 Main Street, Suite 101  
El Centro, CA 92243

and

Imperial County Air Pollution Control District  
150 South 9th Street  
El Centro, CA 92243

- 19.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude SCSD from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.
20. INDEPENDENT CONTRACTOR.
- 20.1. Nothing contained herein shall be construed to create, and the Parties hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.
- 20.2. SCSD on its own behalf, and on the behalf of its agents and employees, agrees that SCSD is acting as an independent contractor, and not as an agent, officer or employee of ICAPCD.
- 20.3. SCSD is not an employee of ICAPCD and is only responsible for the requirements and results specified by this Agreement.
- 20.4. SCSD shall be responsible to ICAPCD only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to ICAPCD's control with respect to the physical actions or activities of SCSD in fulfillment of the requirements of this Agreement.
- 20.5. SCSD is not, and shall not be, entitled to receive from, or through, ICAPCD, and ICAPCD shall not provide, or be obligated to provide, SCSD with Workers' Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of ICAPCD.

- 20.6. SCSD shall not be entitled to have ICAPCD withhold or pay, and ICAPCD shall not withhold or pay, on behalf of SCSD, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any federal, state, or local law or regulation.
- 20.7. SCSD shall not be entitled to participate in, or receive any benefit from, or make any claim against any ICAPCD fringe benefit program, including, but not limited to, ICAPCD's pension plan, medical and health care plan, dental and eye care plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to ICAPCD's employees.
- 20.8. ICAPCD shall not withhold or pay, on behalf of SCSD, any federal, state, or local tax, including, but not limited to, any personal income tax, owed by SCSD
- 20.9. SCSD is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICAPCD.
- 20.10. SCSD shall not have the authority, express or implied, to act on behalf of, bind, or obligate ICAPCD in any way without the written consent of ICAPCD.

**21. ASSIGNMENT.**

Neither this Agreement nor any duties or obligations hereunder shall be assignable by SCSD without the prior written consent of ICAPCD.

**22. NON-DISCRIMINATION.**

- 22.1. During the performance of this Agreement, SCSD and its subcontractors SCSD shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40)), marital status and denial of family care leave.

- 22.2. SCSD and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 22.3. SCSD and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).
- 22.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 22.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- 22.6. SCSD and its subcontractors shall give written notice of their obligations under Section 22 to labor organizations with which they have a collective bargaining or other agreement.
- 22.7. SCSD shall include the nondiscrimination and compliance provisions of Section 22 in all subcontracts to perform work under this Agreement.

**23. NOTICES.**

- 23.1. Any notice by either party to the other shall be personally delivered to the party or sent by certified mail, return receipt requested, to the addresses set forth below:

ICAPCD:  
Imperial County Air Pollution Control District  
150 South 9th Street  
El Centro, CA 92243

SCSD:  
Salton Community Services District  
1209 Van Buren Avenue, Ste 1  
Salton City, CA 92275

and

Imperial County Air Pollution Control District  
Clerk of the District Board of Directors  
940 West Main Street, Suite 209  
El Centro, CA 92243

23.2. Notice shall be deemed to have been delivered only upon receipt by the Party, seventy-two (72) hours after deposit in the United States mail, or twenty-four (24) hours after deposit with an overnight carrier.

23.3. The addressees and addresses for purposes of this Section may be changed to any other addressee and address by giving written notice of such change. Unless and until written notice of change of addressee and/or address is delivered in the manner provided in this Section, the addressee and address set forth in this Agreement shall continue in effect for all purposes hereunder.

24. **ENTIRE AGREEMENT.**

This Agreement contains the entire contract between ICAPCD and SCSD relating to the transactions contemplated and supersedes all prior or contemporaneous agreements, understandings, provisions, negotiations, representations, or statements, either written or oral.

25. **MODIFICATION.**

No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.

26. **CAPTIONS.**

Captions in this Agreement are inserted for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or any of the terms thereof.

27. **PARTIAL INVALIDITY.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

28. **GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

28.1. As used in this Agreement, and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include all genders.

28.2. SCSD as used in this Agreement or in any other document referred to in or made a part of this Agreement shall likewise include the singular and the plural, a corporation, a partnership, individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity or any other entity.

28.3. All covenants herein contained on the part of SCSD shall be joint and several if more than one person, firm, or entity executes the Agreement.

29. **WAIVER.**

No Waiver of any breach or of any of the covenants or conditions of this Agreement shall be construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of the same or any other covenant or condition.

30. **CHOICE OF LAW.**

This Agreement shall be governed by the laws of the State of California. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either Party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

31. **AUTHORITY.**

31.1. Each individual executing this Agreement on behalf of SCSD represents and warrants that:

31.1.1. He/She is duly authorized to execute and deliver this Agreement on behalf of SCSD; and

31.1.2. Such execution and delivery is in accordance with the terms of any Articles of Incorporation or Partnership, by-laws, or Resolutions of SCSD and;

31.2. This Agreement is binding upon SCSD accordance with its terms.

31.3. SCSD shall deliver to ICAPCD evidence acceptable to ICAPCD of the foregoing within thirty (30) days of execution of this Agreement.

32. **COUNTERPARTS.**

This Agreement (as well as any amendments hereto) may be executed in any number of counterparts, each of which when executed shall be an original, and all of which together shall

constitute one and the same Agreement. No counterparts shall be effective until all Parties have executed a counterpart hereof.

33. REVIEW OF AGREEMENT TERMS.

This Agreement has been reviewed and revised by legal counsel for both ICAPCD and SCSD, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

34. NON-APPROPRIATION.

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the work set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to SCSD of the unavailability and/or non-appropriation of funds.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written.

Imperial County Air Pollution Control District

By: Michael W. Kelley  
Michael W. Kelley, Chairman  
District Board of Directors

Salton Community Services District  
(SCSD)

By: Rogelio Flores  
~~Dale Johnson~~, President  
SCSD  
Rogelio Flores

ATTEST:

Blanca Acosta

Blanca Acosta, Clerk of the District Board,  
Imperial County Air Pollution Control District

**APPROVED AS TO FORM:**

Eric Havens, County Counsel

By: Eric Havens

Deputy County Counsel

State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION

**GRANT CONTRACT**  
**2018 Parks Bond Act**  
**Per Capita Grant Program**

GRANTEE Salton CSD

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Salton CSD

By

Grantee

(Signature of Authorized Representative)

Title General Manager

Date

4/16/2022

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

Jana Clarke

By

Date

5/5/2022

**CERTIFICATION OF FUNDING**  
**(For State Use Only)**

CONTRACT NO C9801243	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000148542			PROJECT NO. 18-13-017	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00		Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE 379000001813017	

## **I. RECITALS**

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Salton CSD (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

## **II. GENERAL PROVISIONS**

### **A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

## **B. Project Execution**

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

## **C. Project Costs**

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

## **D. Project Administration**

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

#### **E. Project Termination**

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

#### **F. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

#### **G. Hold Harmless**

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

#### **H. Financial Records**

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

**I. Use of Facilities**

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

**J. Nondiscrimination**

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

**K. Severability**

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

**L. Liability**

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

**M. Assignability**

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

**N. Use of Grant Monies**

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

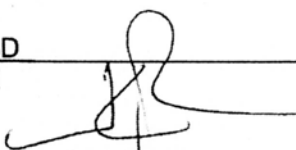
**O. Section Headings**

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

**P. Waiver**

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

Salton CSD  
GRANTEE

By:   
Signature of Authorized Representative

Title: GENERAL MANAGER

Date: 4/16/2022

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

By:   
06GAD152004346D

Date: 5/5/2022



1209 Van Buren Avenue, Suite 1  
POST OFFICE BOX 5268  
SALTON CITY, CALIFORNIA 92275-5268  
TELEPHONE: (760) 394-4446  
FAX: (760) 394-4242  
scsd@saltoncsd.ca.gov

*Serving the West Shores of the Fabulous Salton Sea*

December 11, 2019

RE: Franchise Agreement Between SCSD and Burrtec Waste and Recycling Services

Dear Mike Veto,

Enclosed is the Exclusive Franchise Agreement for Solid Waste and Recycling Services between Salton Community Services District and Burrtec Waste and Recycling Services, LLC.

Should you have any questions, feel free to contact me at (760) 394-4446.

Regards,

Sandy Kaelberer  
Executive Assistant

**FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE  
AND RECYCLING SERVICES BETWEEN THE SALTON COMMUNITY SERVICES  
DISTRICT AND BURRTEC WASTE AND RECYCLING SERVICES, LLC**

This First Amendment to Exclusive Franchise Agreement for Solid Waste and Recycling Services between the Salton Community Services District and Burrtec Waste and Recycling Services, LLC ("First Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Burrtec Waste & Recycling Services, LLC a California limited liability company (the "Contractor"), and the Salton Community Services District, a community services district organized under the laws of the State of California (the "District"). Contractor and District are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

**RECITALS**

- A. Effective as of September 15, 2009, Contractor and the District entered into that certain Exclusive Franchise Agreement for Solid Waste and Recycling Services between the Salton Community Services District and Burrtec Waste and Recycling Services, LLC (the "Agreement");
- B. The Contractor and District wish to amend the Agreement to include such other terms and conditions set forth in this First Amendment.

NOW THEREFORE, based on and in consideration of the foregoing recitals, the mutual promises herein and for other good and valuable consideration, the receipt of which is acknowledged by both parties, the parties agree as follows:

For collection purposes the District would like to place all District Residents on the Imperial County Tax Roll for Solid Waste and Recycling Services. Residents who wish to not be placed on the Imperial County Tax Roll for Solid Waste and Recycling Services will have the option to "opt-out". The following "opt-out" options are: direct billing for Solid Waste and Recycling

Services by Burrtec Waste & Recycling Services, LLC or Self-Hauling. Self-Haulers must meet all registration requirements stipulated within and by the District General Manager. District Residents whom have opted out of being placed on the Imperial County Tax Roll whose accounts become delinquent on two or more billing cycles will have their services suspended and will automatically then be placed on the Imperial County Tax Roll the following Tax Roll cycle. Once the delinquent account is placed on the Imperial County Tax Roll the only option to “opt-out” will be by Self-Hauling.

1. Billing

Section G.1.a. of the Agreement shall be amended to read as follows:

“a. Residential Premises. (Contractor) shall bill all Residential Premises receiving Collection who do not “opt-out” as provided herein, via the County tax roll at Contractor’s expense. Contractor shall submit updated residential billing information to the District on or before July 15<sup>th</sup> of each year. District shall review the information and request any additional data, changes, or additions as required. Contractor shall promptly provide such additional or revised information to the District such that the District can review the new information provided and (approve billing information for Contractor to) meet the County due date of August 10 for submittal of the tax roll billing data to the County. Contractor shall work with the District and County staff as needed to ensure that all billing information is complete, accurate, compliant with all applicable law, and received in a format that is acceptable to the District and to the County of Imperial. With respect to tax roll receipts received by the District, the District shall deduct from the payments due to Company the franchise fee amount or other fees owed to the District pursuant to Section J of this Agreement. The District shall remit the net portion due to Contractor in two (2) equal installments due within thirty (30) days of receipt of each tax bill installment payment from the County of Imperial. In the case of Residential Premises which are not placed on the tax roll, Contractor shall bill Residential Premises receiving individual Collection every four (4) months in advance of service. Payment on such billings shall be due within ten (10) days and delinquent after thirty (30) days. Residential Premises delinquent on two or more billing cycles will have their services suspended and then be placed on the County tax roll for the next billing cycle. Once the account has been placed on the County Tax Roll, the District Resident then may have the option to “opt-out” via Self Haul only. Residential Premises electing not to go on the County tax roll will be required to submit an “opt out” form on or before May 31<sup>st</sup> of each year to Contractor.

“c. Discounted Rate. Residential Premises receiving individual collection via the County tax roll will receive a \$1.00 a-month discounted rate.

2. Self-Hauling.

The following provisions regarding self -haulers shall be incorporated into and made a part of the Agreement:

A. Self -Haulers. Self-haulers registered and operating in accordance with this chapter are only permitted to Collect, transport and dispose of Solid Waste generated by and upon the self-hauler’s own premises. Under no circumstances may a self-hauler Collect, transport or dispose of Solid Wastes generated upon Premises that are not owned, operated or controlled by the self-hauler. Notwithstanding any other provision of this chapter, registered self-haulers shall not be permitted to share, place Solid Waste in, or to otherwise use the bin, cart, rolloff box, or other container of another person or business.

B. Registration. All self-haulers shall subscribe to the following registration requirements:

1. Each self-hauler shall obtain registration from the District General Manager. Self-haulers must renew their registrations at the commencement of each Fiscal Year. Initial applications following the adoption of these regulations, for the 2019-2020 Fiscal Year, must be submitted to the General Manager on or before May 31, 2019, and by each May 31<sup>st</sup> thereafter.
2. The application to register for self-hauling, whether upon initial application or renewal, shall include the following: (a) a list of all transport and disposal equipment to be used by the self-hauler; (b) a written explanation of where all Solid Waste will be delivered for disposal and diversion; and any other information deemed necessary by the General Manager to ensure protection of public health, safety and sanitary needs.
3. Renewal applications shall additionally include: (a) receipts from self-hauling activities undertaken in the prior year demonstrating that the applicant has effectively diverted at least fifty percent of all Solid Waste generated at its

Premises from landfills in a manner that complies with the requirements of AB 939; and (b) receipts from self-hauling activities undertaken in the prior year demonstrating that the applicant has delivered Solid Waste generated at its Premises to appropriate disposal or recycling facilities at least as frequently (once a week) as collection is required for such self-hauler by the General Manager.

4. The General Manager shall approve the application if it meets the requirements of this section, and if the equipment, containers, diversion plan and disposal plan meet with his or her reasonable satisfaction, and if evidence of past diversion and disposal requirements demonstrate the applicant has complied with the fifty-percent diversion requirement and otherwise complied with all laws related to disposal of Solid Waste.

C. Containers. Each self-hauler shall provide its own bins, carts, rolloff boxes or other containers. Bins, carts, rolloff boxes or other containers utilized by self-hauler must conform to industry standards for Solid Waste disposal and must be approved by the General Manager in writing prior to issuance of a self-hauler registration.

1. All containers shall be maintained in good repair, and any question as to the meaning of this standard shall be resolved by the General Manager;
2. All containers shall be maintained in a sealed, watertight condition;

D. Collection and Transport Equipment. Collection and transport equipment, including but not limited to transport trucks and vehicles, utilized by a self-hauler must be approved by the General Manager in writing prior to issuance of a self-hauler registration.

E. Non-Commercial Venture. It is the intent of this chapter to prevent and proscribe self-hauling activities undertaken as a commercial enterprise. Self-haulers must obtain all equipment, including containers and collection and transportation equipment, at a fair market value that does not include any hauling services, "free" or otherwise. A self-hauler may utilize its own employees to undertake self-hauling

activities, but under no circumstance may a self-hauler utilize an independent contractor or any other person or entity for waste disposal services other than a franchisee.

- F. Other Recycling Obligations. Self-haulers shall recycle all recyclable materials not otherwise addressed by this section to a degree and in a manner consistent with standards generally applicable to the Solid Waste disposal industry and as required by law.
- G. Collection Frequency. Unless otherwise specifically provided in this chapter, self-haulers shall remove Solid Wastes from their Premises at least once a week. However, upon application to the District for a self-hauler permit, the General Manager may determine a different frequency for Solid Waste collection, transport and disposal from the self-hauler's Premises. This determination shall be based upon the nature of the Premises, the type of Solid Waste generated by the Premises, and the collection capacity of the self-hauler as demonstrated by information in the application.
- H. Hazardous and Special Wastes. Unless lawfully and currently licensed under state, federal and local laws, no self-hauler shall engage in the collection, transport or disposal of hazardous waste or special wastes.
- I. Revocation. The General Manager may revoke a self-hauler permit if the permittee either (1) fails to divert at least fifty percent of all Solid Waste generated at its Premises from landfills in a manner that complies with the requirements of AB 939; or (2) fails to deliver Solid Waste generated at its Premises to appropriate disposal or recycling facilities at least as frequently as collection is required for such self-hauler by the General Manager.

### 3. Refund for Vacant Properties.

Customers that own Single Family Dwellings which are vacant for more than thirty (30) days shall be entitled to a refund from Contractor for any amounts paid on the tax rolls for services hereunder for each thirty (30) day period during which the vacancy exists. Such Customers shall be responsible to provide reasonable evidence to Contractor, pursuant to such guidelines as the General Manager is hereby authorized to develop, demonstrating the Premises was vacant for the period in question and payments for

which reimbursement is sought was placed on the tax rolls for the Premises and paid. Request for refunds shall be made twelve (12) months of the date payment is due as established by the County Tax Assessor. Contactor shall be responsible to develop a methodology for evaluating and paying such refund requests, which shall be subject to the General Manager's approval. Any customer grievance regarding a request for a refund pursuant to this section may be appealed by the customer to the General Manager whose decision shall be final. Contractor shall be entitled to receive a credit against future Franchise Fee payments for overpayments of Franchise Fees that may occur due to refunds provided pursuant to the section.

4. Other terms and Conditions Unchanged.

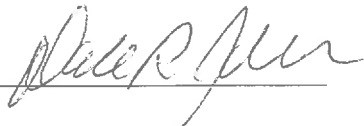
Except as expressly modified by the First Amendment, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the terms and conditions in this First Amendment shall prevail and control.

5. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by and through their respective authorized officers, as of the date first above written.


SALTON COMMUNITY SERVICES  
DISTRICT

By:   
(Signature)

Dale Johnson  
President of the Board

12-10-19  
(date)

BURRTEC WASTE AND  
RECYCLING SERVICES, LLC

By:   
(Signature)

Cole Burr  
President

\_\_\_\_\_  
(date)

ATTEST:

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

(Signature)

Secretary of the Board

APPROVED:

By: 

(Signature)

General Manager

APPROVED AS TO FORM:

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

(Signature)

General Counsel



# Salton Community Services District Wastewater Rate Study

**Rural Community  
Assistance Corporation**



Prepared by:  
Raul Vazquez

Rural Community Assistance  
Corporation

3120 Freeboard Drive, Suite 201  
West Sacramento, CA 95961

April 2021  
Updated January 2023

Funded by: This document was  
prepared using funds under Prop 1.

TA Work Plan Number: AR 6058

# Executive Summary

Salton Community Service District [SCSD or District] serves communities that include Salton City and Desert Shores, California, which have a population of approximately 6,250 residents and a Median Household Income (MHI) of **\$34,087** as estimated by the 2015-2019 5-year American Community Survey. Consisting of wastewater collection and treatment facilities owned and operated by the District, SCSD provides wastewater services to approximately twenty-seven hundred active connections.

In January of 2020 RCAC received a technical assistance request from the District to conduct a wastewater rate study to ascertain rates that would meet its existing and future revenue needs. Developing a sustainable, fair, and justifiable rate structure was identified as the key objective of this study. This study is intended to assure compliance with California Proposition 218 as it relates to fee setting. The goal of this rate study, therefore, is to develop a suitable five-year rate structure and annual fee schedule that produces revenues adequate to meet the operating and capital financial needs of SCSD and which complies with Proposition 218. Due to higher than projected inflation increases in 2022, RCAC was asked to update the rate study.

RCAC examined financials, assets, and other data provided by the District. RCAC also consulted with SCSD staff to identify current and future operating and capital needs, community growth, and related reserves. This study's objective is to identify sustainable, equitable and justifiable rates SCSD can charge for their wastewater service area.

Under SCSD's existing rate structure, wastewater rates are based on an annual fee for its service area which includes Salton City, Vista Del Mar, and Desert Shores residential units connected to wastewater service. Salton City (SC) residential units are charged an annual fee of \$640.74 and those with an extra lot are charged an additional \$21.00 standby fee. Salton City Elementary School is charged per student at \$15.53 each. The Salton City High School is charged at \$46.53 per student. Additionally, SCSD charges two standby fees on vacant lots with immediate availability of sewer service. The original standby fee is \$21.00 plus a subsequently adopted maintenance stand by fee which is currently \$16.18.

RCAC recommends, after reviewing several options with SCSD staff, the Local Agency Formation Commission (LAFCO) and SCSD's legal counsel, the following rate adjustments over the course of the next five years:

1. An increase of on all sewer user charges in the first year. The current annual charge of \$640.74 for all residential units should be increased to \$838.41. That is an annual increase of \$197.67 or approximately \$16.47 per month. The commercial use charge should also increase from \$7.70 to \$10.08 per hundred cubic feet of water usage. Water usage data is obtained from the water purveyor Coachella Valley Water District.
2. RCAC recommends incremental increases of 4 percent in subsequent years to the base and usage rates so that the system is financially viable, without causing undue burden on customers. In the first four years, the District will not have sufficient revenue to fully fund reserve accounts. However, shortages will be recovered in the final year, with a five-year total reserve funding

projected at \$2,379,072. It will be necessary for SCSD to rely on non-operating revenue to fully recover all costs for the first four years.

# 1. Introduction

## Rural Community Assistance Corporation

Founded in 1978, RCAC is a 501(c) (3) nonprofit organization that provides training, technical and financial resources, and advocacy so rural communities can achieve their goals and visions. For more than 40 years, our dedicated staff and active board, coupled with our key values: leadership, collaboration, commitment, quality, and integrity, have helped rural communities throughout the West achieve positive change.

RCAC's work includes environmental infrastructure (water, wastewater, solid waste facilities); affordable housing development; economic and leadership development; and community development finance. These services are available to communities with populations of fewer than 50,000, other nonprofit groups, Tribal organizations, farmworkers, Colonias and other specific populations. Headquartered in West Sacramento, California, RCAC's employees serve rural communities in 13 western states and the Pacific islands.

## Purpose of this Rate Study

This wastewater rate study was conducted on behalf of Salton Community Services District by RCAC to develop a suitable five-year rate and fee schedule that produces revenue adequate to meet the operating and capital financial needs of SCSD.

## Board Responsibilities

The Governing Body has the fiduciary responsibility to set the rates at such a level that the utility will be able to continue to operate now and into the future, including providing funds to replace all parts of the system as they wear out. While this document recommends certain rates, the ultimate decision rests with the Governing Body.

## Guiding Principles of This Study

This study is guided by the following principles:

**Sustainability:** Wastewater rates should cover costs permitting the Salton Community Services District to provide wastewater services now and for the foreseeable future.

**Fairness:** Wastewater rates should be fair to all ratepayers. No single ratepayer or group of ratepayers should be singled out for different rates. The District should not charge more for wastewater than the cost to provide the wastewater.

**Ease of Understanding:** Wastewater rates should be easy for staff to understand, implement and explain to customers. The structure should be compatible with current utility billing software.

**Justifiability:** Wastewater rates must be based on the actual financial needs of the District. Revenue generated from wastewater rates can't be used for anything else but to pay for the costs of collecting and treating wastewater within its service area, plus any administrative costs and reserves.

## Disclaimer

The recommendations contained in this rate study are based on financial information provided to RCAC by the District and its representatives. Although every effort was made to assure the reliability of this information, no warranty is expressed or implied as to the correctness, accuracy or completeness of the information contained herein.

Any opinions, findings, and conclusions or recommendations expressed in this material are solely the responsibility of the author and do not necessarily represent the official views of RCAC. For accounting advice, a Certified Public Accountant should be consulted. For legal advice, the District should seek the advice of an attorney.

## 2. Community and System

### Community

Salton Community Services District (SCSD) is located on the west side of the Salton Sea within Imperial County. It was first formed in 1955 and named Desert Shores Community Service District (DSCSD). In 1957, Salton City (SC) was annexed into the DSCSD and renamed to Salton Community Services District. The District provides wastewater services to a population of 6,250 based on the 2019 5-year American Community Survey (ACS) estimates. According to the same survey Salton City has an estimated Median Household Income (MHI) of \$34,087 (+/- \$5,094). This number is below the state average of \$67,169. The SCSD service area includes two areas within the District boundaries: Desert Shores and Salton City. Salton City collections system also covers part of the Community of Vista Del Mar.

### Wastewater System

The Salton Community Services District currently consists of approximately 450 miles of wastewater lines with approximately 5,700 manholes with average range of depth between 8'-12', as well as 23 ponds. The Desert Shores wastewater treatment plant is located one mile southwest of the Desert Shores community, west of State Highway 86. This plant utilizes ponds that are six feet deep on approximately 15 acres of land. Salton City wastewater treatment plant is located one mile west of the Salton Sea. The Salton City wastewater plant active services are spread out and, due to the topography, the systems consist of various lift stations. The gravity collection systems primarily consist of 8" vitrified clay pipe (VCP) and concrete manhole structures. The force mains serving the collection system are 8"-12" PVC (C-900) and asbestos-cement pipe (AC) with lift stations feeding them. The District wastewater facilities are routinely cleaned, inspected, repaired and rehabilitated as needed. Primary goals for the District are to operate the sewage system in a safe and efficient manner that meet the needs of the system's customers.

### Future Population and Usage Projection

The District provides wastewater services to a population of 6,250 based on the 2019 5-year ACS with approximately 2,780 active wastewater service connections. Pursuant to information discussed and

received by the general manger, this analysis assumes that minimal growth may occur within the service area in the next five years and the growth will have little or no impact on the system cost and rates.

### 3. Current Rates and Financial Condition

#### Current Rate Schedule

Salton Community Services District uses one annual base rate of \$640.74 for all customers, regardless of wastewater connection size with an additional flow charge of \$7.70 per one hundred cubic feet (CCF) of water usage for commercial connections. The two Schools connected to SCSD are charged per student at a rate of \$15.53 for SC Elementary School and \$46.53 per student for SC High School. As shown on the table below, the District's wastewater enterprise's primary source of revenue s consists of annual wastewater base fees for service, standby fee, and maintenance standby fees. The standby fee cannot be increased at this time for legal and other reasons. However, the maintenance stand-by fee is subject to an annual increase equal to the greater of the Consumer Price Index (CPI) or 5 percent. For purposes of this rate analysis, 5 percent is the assumed annual increase to be applied to the maintenance stand-by fee.

The table shown below identifies the District boundaries (Salton city, Vista Del Mar, Desert Shores) single type of class, units, annual rate, and usage rate.

<b>Salton CSD Current Rates</b>	<b># Equivalent Dwelling Units</b>	<b>Annual Rate Per EDU</b>
<b>Base Fees</b>		
Single Family Residential	1,823	\$ 640.74
Multi-Family Residential	132	\$ 640.74
SC Elementary School (Per Student	589	\$ 15.53
SC High School (Per Student)	474	\$ 46.53
<b>Total Base Rate Units</b>	<b>3,018</b>	
Extra Lots Stand-By Fee	18,368	\$ 21.00
Mainteance Stand-By Fee	16,958	\$ 16.18
<b>Commodity Charge per CCF</b>	<b>\$ 7.70</b>	

## Revenue from existing rates

As shown in the table below, in fiscal year ended 6/30/2019, SCSD's costs exceeded operating revenues by \$36,565.00. While operating revenue exceeded costs in FY20 and FY 21, the excess was not adequate to fully fund recommended reserve accounts. The approved budget for FY 22 and proposed budget FY 23, project further losses from operations. The goal is to generate enough revenue to fund operating costs, debt service, operating reserves, emergency reserves and capital improvement reserves to promote sustainability for the wastewater enterprise. It will be necessary to utilize non-operating revenue to fully fund reserve accounts.

SCSD Profit & Loss	Actual FY19	Actual FY 20	Actual FY 21	Approved Budget FY 2022	Proposed Budget FY 2023
Operating Revenue	\$ 1,821,487	\$ 1,745,729	\$ 2,027,702.65	\$ 1,849,650.90	\$ 1,864,500.00
Operating Costs	\$ 1,789,053	\$ 1,469,679	\$ 1,502,651.69	\$ 1,694,450.00	\$ 1,900,072.00
Debt Repayment	\$ 54,842	\$ 54,842	\$ 43,759.67	\$ 117,000.00	\$ 117,000.00
Capital Expenditures	\$ 14,157.00	\$ 55,787.49	\$ 204,900.58	\$ 178,500.00	\$ 84,000.00
Reserve Account Funding	\$ (36,565.00)	\$ 165,420.84	\$ 276,390.71	\$ (140,299.10)	\$ (236,572.00)

## Revenue sufficiency associated with current rates

The table shown below indicates the current rates will not fully support the expenditures. SCSD has been experiencing some operating cost increases as a result of a large number of leaks on their force mains throughout the system due to age. Part of the goal of this rate study is to provide adequate revenue for force main replacements and any unforeseeable expenditures, operations, and maintenance to keep the system in good working order. The table below indicates the system will be operating at a deficit over the next 5 years if rates are not increased. Even with projected non-operating revenue, the wastewater enterprise will fall short of recovering all costs.

Current Rate Revenue Over/(Under) Costs for Five-Year Period	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	5-Year Total
Estimated Annual Revenue from Base Rates at C	\$1,943,958	\$1,943,958	\$1,943,958	\$1,943,958	\$1,943,958	\$9,719,788
Estimated Annual Revenue - Usage Rates	\$155,026	\$155,026	\$155,026	\$155,026	\$155,026	\$775,130
<b>Total Operating Revenue</b>	<b>\$2,098,984</b>	<b>\$2,098,984</b>	<b>\$2,098,984</b>	<b>\$2,098,984</b>	<b>\$2,098,984</b>	<b>\$10,494,918</b>
Operating Costs (assumed annual inflation rate)	\$ 2,036,514	\$ 2,128,157	\$ 2,223,924	\$ 2,324,000	\$ 2,428,580	\$11,141,175
Debt Service	\$ 116,885	\$ 116,885	\$ 116,885	\$ 116,885	\$ 45,500	\$513,038
Operating Reserve	\$ 50,913	\$ 53,204	\$ 55,598	\$ 58,100	\$ 60,715	\$278,529
Emergency Reserve	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$100,000
Capital Improvement Reserve	\$ 398,998	\$ 398,998	\$ 398,998	\$ 398,998	\$ 398,998	\$1,994,992
<b>Total Costs of Operation</b>	<b>\$ 2,623,309</b>	<b>\$ 2,717,244</b>	<b>\$ 2,815,405</b>	<b>\$ 2,917,983</b>	<b>\$ 2,953,793</b>	<b>\$ 14,027,735</b>
<b>Operating Revenue over/(Under) Operating Costs</b>	<b>\$ (524,326)</b>	<b>\$ (618,260)</b>	<b>\$ (716,421)</b>	<b>\$ (819,000)</b>	<b>\$ (854,810)</b>	<b>\$ (3,532,817)</b>
<b>Plus Non-Operating Revenue</b>	<b>\$ 63,007</b>	<b>\$ 63,007</b>	<b>\$ 63,007</b>	<b>\$ 63,007</b>	<b>\$ 63,007</b>	<b>\$ 315,035</b>
<b>Net Income/(Loss)</b>	<b>\$ (461,319)</b>	<b>\$ (555,253)</b>	<b>\$ (653,414)</b>	<b>\$ (755,993)</b>	<b>\$ (791,803)</b>	<b>\$ (3,217,782)</b>

## 4. Budget

The purpose of the wastewater enterprise budget is to ensure the system's revenues balance with its expenditures and needed reserves. To achieve a balanced budget, the utility should assess the following items with respect to future operational and capital needs, including the impact of inflation, and wastewater use trends:

- Current budget and historical revenues and expenses from the past two to four fiscal years
- Current debt service (if there is any)
- Operating and non-operating revenues and costs
- Uncollectable accounts (as a % of sales)
- Any unplanned "emergency" expenses that occurred within the past several years
- Revenues from customers billings and other source of income for the past several years
- Required "reserve" levels necessary for the coming year
- Transfer to/from financial reserves

Operating Budget	Proposed Budget	Projected	Projected	Projected	Projected	Projected
	FYE 6/30/2023	FYE 6/30/2024	FYE 6/30/2025	FYE 6/30/2026	FYE 6/30/2027	FYE 6/30/2028
Salaries & Benefits	\$ 1,178,222	\$ 1,327,075	\$ 1,386,794	\$ 1,449,200	\$ 1,514,413	\$ 1,582,562
Uniforms Expense	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Safety Supplies Expense	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Work Boots Expense	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Janitorial Supplies Expense	\$ 950	\$ 993	\$ 1,037	\$ 1,084	\$ 1,133	\$ 1,184
Janitorial Cleaning Expense	\$ 3,000	\$ 3,135	\$ 3,276	\$ 3,423	\$ 3,578	\$ 3,739
Bank Charges Expense	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
SM Check order Expense	\$ 500	\$ 523	\$ 546	\$ 571	\$ 596	\$ 623
Vehicle Maintenance Expense	\$ 10,000	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
Equipment Maintenance Expense	\$ 20,000	\$ 20,900	\$ 21,841	\$ 22,823	\$ 23,850	\$ 24,924
Fuel & Oil	\$ 45,000	\$ 49,500	\$ 51,728	\$ 54,055	\$ 56,488	\$ 59,030
Shop Supplies Expense	\$ 2,500	\$ 2,613	\$ 2,730	\$ 2,853	\$ 2,981	\$ 3,115
Other Vehicle Equipment Expense	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
SM CVWD water Service Expense	\$ 8,000	\$ 8,360	\$ 8,736	\$ 9,129	\$ 9,540	\$ 9,969
Electric Service	\$ 100,000	\$ 104,500	\$ 109,203	\$ 114,117	\$ 119,252	\$ 124,618
Cell Phone Expense	\$ 15,000	\$ 15,675	\$ 16,380	\$ 17,117	\$ 17,888	\$ 18,693
Underground Dig Alerts	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Internet Service	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Propane	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Alarm Security	\$ 1,200	\$ 1,254	\$ 1,310	\$ 1,369	\$ 1,431	\$ 1,495
Solid Waste Disposal	\$ 250	\$ 261	\$ 273	\$ 285	\$ 298	\$ 312
Employees Licenses	\$ 4,000	\$ 4,180	\$ 4,368	\$ 4,565	\$ 4,770	\$ 4,985
County Permits	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
State Permits	\$ 100	\$ 105	\$ 109	\$ 114	\$ 119	\$ 125
Memberships/Association Dues	\$ 7,750	\$ 8,099	\$ 8,463	\$ 8,844	\$ 9,242	\$ 9,658
Waste Discharge Permit Fees	\$ 37,000	\$ 38,665	\$ 40,405	\$ 42,223	\$ 44,123	\$ 46,109
Toxic Water Disposal	\$ 2,000	\$ 2,090	\$ 2,184	\$ 2,282	\$ 2,385	\$ 2,492
Sewer Lines Maintenance	\$ 15,000	\$ 15,675	\$ 16,380	\$ 17,117	\$ 17,888	\$ 18,693
Pump Station Maintenance	\$ 50,000	\$ 60,000	\$ 62,700	\$ 65,522	\$ 68,470	\$ 71,551
Sewer Pond Maintenance	\$ 15,000	\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
Plumbing Supplies	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Electrical Supplies	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Hardware Supplies	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Lab Testing	\$ 15,000	\$ 15,675	\$ 16,380	\$ 17,117	\$ 17,888	\$ 18,693
Professional Services	\$ 42,000	\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
Professional Services - Koppel & Gruber	\$ 6,500	\$ 6,793	\$ 7,098	\$ 7,418	\$ 7,751	\$ 8,100
Smart Cover Monitoring	\$ 3,500	\$ 3,658	\$ 3,822	\$ 3,994	\$ 4,174	\$ 4,362
Building & Grounds Maintenance	\$ 10,000	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
Postage	\$ 1,200	\$ 1,254	\$ 1,310	\$ 1,369	\$ 1,431	\$ 1,495
Office Supplies	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Fire Extinguisher	\$ 650	\$ 679	\$ 710	\$ 742	\$ 775	\$ 810
Express Shipping	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Advertising	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Liability Insurance	\$ 90,000	\$ 94,050	\$ 98,282	\$ 102,705	\$ 107,327	\$ 112,156
Legal Expense	\$ 85,000	\$ 88,825	\$ 92,822	\$ 96,999	\$ 101,364	\$ 105,925
SM Finance, Budgeting & Audit Expense	\$ 75,000	\$ 25,000	\$ 26,125	\$ 27,301	\$ 28,529	\$ 29,813
Technical Support Services	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Property Tax Collection Service	\$ 10,000	\$ 10,450	\$ 10,920	\$ 11,412	\$ 11,925	\$ 12,462
GASB 68 Reports	\$ 3,000	\$ 3,135	\$ 3,276	\$ 3,423	\$ 3,578	\$ 3,739
Election Costs	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Travel	\$ 2,000	\$ 2,090	\$ 2,184	\$ 2,282	\$ 2,385	\$ 2,492
Training	\$ 4,000	\$ 12,000	\$ 12,540	\$ 13,104	\$ 13,694	\$ 14,310
Physicals	\$ 1,000	\$ 1,045	\$ 1,092	\$ 1,141	\$ 1,193	\$ 1,246
Copies Lease/Maintenance	\$ 5,000	\$ 5,225	\$ 5,460	\$ 5,706	\$ 5,963	\$ 6,231
CA/US Flag	\$ 750	\$ 784	\$ 819	\$ 856	\$ 894	\$ 935
Subscriptions	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
Drug Testing	\$ 250	\$ 261	\$ 273	\$ 285	\$ 298	\$ 312
Bulk Water	\$ 1,500	\$ 1,568	\$ 1,638	\$ 1,712	\$ 1,789	\$ 1,869
Computer Software	\$ 4,000	\$ 4,180	\$ 4,368	\$ 4,565	\$ 4,770	\$ 4,985
Breakroom	\$ 250	\$ 261	\$ 273	\$ 285	\$ 298	\$ 312
Payroll Processing	\$ 4,500	\$ 4,703	\$ 4,914	\$ 5,135	\$ 5,366	\$ 5,608
Printing/Copying	\$ 500	\$ 523	\$ 546	\$ 571	\$ 596	\$ 623
District Function Expenses	\$ 200	\$ 209	\$ 218	\$ 228	\$ 239	\$ 249
<b>Total Operating Costs</b>	<b>\$ 1,900,072</b>	<b>\$ 2,036,514</b>	<b>\$ 2,128,157</b>	<b>\$ 2,223,924</b>	<b>\$ 2,324,000</b>	<b>\$ 2,428,580</b>

## Reserve Funding

The AWWA standards guiding this wastewater rate study recommends a review of three types of reserves. However, if the District incurs debt that requires it, a debt reserve should also be established.

1. **Operating reserves:** Operating reserves are established to provide the utility with the ability to withstand short term cash flow fluctuations. The industry standard calls for 12.5 percent of the annual budget be held in operating reserves. To stabilize rates, the operating reserves are budgeted over the five-year period in this rate analysis.
1. **Emergency Reserves:** Emergency reserve are intended to help utilities deal with short-term emergencies, such as mainline breaks or pump failures. The emergency reserve amount recommendation is based on the cost of the immediate replacement or reconstruction of the system's single most critical asset. The emergency reserve should be set at the replacement cost of the most expensive part that, if it failed, would be catastrophic to the system. Consultation with SCSD staff identified a target reserve of \$100,000. RCAC recommends that the District fully fund this emergency reserve account over the next five years at \$20,000 per annum.
2. **Capital improvement Reserve (CIP):** This reserve is to be used strictly to fund the portion of long- or short-term capital assets that are worn out or obsolete. Because a full schedule of equipment and infrastructure was not available for calculation of ideal annual reserve contributions, the amount of 2 percent of the wastewater system's fixed assets of \$19,949,918 was budgeted as the target annual CIP reserve amount. That amount is \$398,998 annually or approximately \$2 million over the five-year period.

The table shown below indicates the target discussed with SCSD:

Type of Reserve	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Operating Reserve	\$ 50,913	\$ 53,204	\$ 55,598	\$ 58,100	\$ 60,715
Emergency Reserve	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
CIP Reserves	\$ 395,291	\$ 391,073	\$ 386,360	\$ 381,119	\$ 446,699
<b>Total Reserves Funding</b>	<b>\$ 466,204</b>	<b>\$ 464,277</b>	<b>\$ 461,958</b>	<b>\$ 459,219</b>	<b>\$ 527,414</b>

SCSD should make periodic transfers from its operating account to the various reserve accounts. In addition, RCAC suggest the District consider establishing separate accounts for each reserve. The benefit of splitting the reserves into four separate accounts are:

1. These reserves have different time horizons, for example operating and emergency reserves should be readily available. Capital improvement reserves funds can be invested in CDs with different maturity dates to coincide with the planned need or capital replacements.

- District policies can be established for each reserve type involving investment, access and use of funds.

## 5. Recommended Rates

The rate recommendation for SCSD wastewater service follows the same rate structure that is currently employed by SCSD. The table below identifies the class, current rates, and the recommended adjusted rate. The recommended base rate increase for all active residential and commercial customers connections increases from \$640.74 to \$838.41 annually. Rates for the two schools identified and connected with SCSD wastewater service will continue to charge per student at an increased rate of \$20.32 for the elementary school and \$60.88 for the high school. An annual 4 percent increase to base and usage rates and 5 percent for the stand-by fees after the first year will be necessary to offset the impact of inflation.

Recommended Rate Adjustment	#Units	EDUs	Current Annual Rate	Adjustment	Adjusted Rate	Average Annual Base Revenue
Single Family Residential	1,823	1,823	\$640.74	\$197.67	\$838.41	\$1,528,418.31
Multi-Family Residential	132	132	\$640.74	\$197.67	\$838.41	\$110,669.89
SC Elementary School (Per Student)	589	589	\$15.53	\$4.79	\$20.32	\$11,969.07
SC High School (Per Student)	474	474	\$46.53	\$14.35	\$60.88	\$28,859.26
<b>Total Base Rates Revenue</b>	<b>3,018</b>	<b>3,018</b>				<b>\$1,679,916.53</b>
Extra Lots Stand-By Fees	18368	18368	\$ 21.00	\$ -	\$ 21.00	\$ 385,728.00
Maintenance Stand-By Fees	16958	16958	\$16.18	\$0.81	\$16.99	\$288,099.46
<b>Total Stand-By Fees</b>	<b>35,326</b>	<b>35,326</b>				<b>\$ 673,827.46</b>
Commodity Charge	Rate Per ccf	Adjustment	Adjusted Rate	Billable Usage	Total Usage Revenue	
SC Commercial	\$ 7.70	\$ 2.38	\$ 10.08	16,162	\$ 162,835.31	
DS Commercial	\$ 7.70	\$ 2.38	\$ 10.08	3,972	\$ 40,016.23	
<b>Total Usage/Commodity Charges</b>				<b>20,133</b>	<b>\$ 202,851.54</b>	
<b>Total Revenue</b>						
						<b>\$ 2,556,596</b>

### Impact of suggested rates on five-year period

Even with the recommended rate adjustment, non-operating revenue must be utilized to fully recover costs. The District will be unable to fully fund reserve accounts over the first four years. The shortage

will be recovered in year five, for a total capital replacement funding of \$2,000,542.00 over the five-year period.

Budget Assuming 5% Inflation per year	06/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028	5 Year Total
Total Monthly Required Reserves Fund	\$ 38,850	\$ 38,850	\$ 38,850	\$ 38,850	\$ 38,850	
Total yearly required reserve fund	\$ 466,204	\$ 464,277	\$ 461,958	\$ 459,219	\$ 527,414	\$ 2,379,072
Debt Service	\$ 116,885	\$ 116,885	\$ 116,885	\$ 116,885	\$ 45,500	\$ 513,038
Operating Costs	\$ 2,036,514	\$ 2,128,157	\$ 2,223,924	\$ 2,324,000	\$ 2,428,580	\$ 11,141,175
Total Operating Budget	\$ 2,619,603	\$ 2,709,318	\$ 2,802,767	\$ 2,900,104	\$ 3,001,494	\$ 14,033,286
	06/30/2024	6/30/2025 Assumes 4% Increase over Prior Year	6/30/2026 Assumes 4% Increase over Prior Year	6/30/2027 Assumes 4% Increase over Prior Year	6/30/2028 Assumes 4% Increase over Prior Year	
Estimated Annual Revenue From Base Rate	\$ 1,679,917	\$ 1,747,113.20	\$ 1,816,997.72	\$ 1,889,677.63	\$ 1,965,264.74	\$ 9,098,970
Estimated Annual Revenue - Usage Charges	\$ 202,852	\$ 210,965.61	\$ 219,404.23	\$ 228,180.40	\$ 237,307.61	\$ 1,098,709
Estimated Revenue from Maintenance Stand-By Fees (5% annual increase)	\$ 288,099	\$ 302,504.44	\$ 317,629.66	\$ 333,511.14	\$ 350,186.70	\$ 1,591,931
Estimated Revenue Stand-By Fees	\$ 385,728	\$ 385,728.00	\$ 385,728.00	\$ 385,728.00	\$ 385,728.00	\$ 1,928,640
Total Operating Revenue	\$ 2,556,596	\$ 2,646,311	\$ 2,739,760	\$ 2,837,097	\$ 2,938,487	\$ 13,718,251
Net Operating Revenue Over/(under) Operating Cost	\$ (63,007)	\$ (63,007)	\$ (63,007)	\$ (63,007)	\$ (63,007)	\$ (315,035)
Non-Operating Revenue						
Interest & Penalties	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 175,000.00
Admin Fees -	\$ 25,032.00	\$ 25,032.00	\$ 25,032.00	\$ 25,032.00	\$ 25,032.00	\$ 125,160.00
Interest Income	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 2,975.00	\$ 14,875.00
Total Non-Operating Revenue	\$ 63,007	\$ 63,007	\$ 63,007	\$ 63,007	\$ 63,007	\$ 315,035
Net Income/Loss	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Adjusted Rate 5 Year Rate Schedule					
Rate Type	Year 1	Year 2	Year 3	Year 4	Year t
Base Rate	\$ 838.41	\$ 871.95	\$ 906.82	\$ 943.10	\$ 980.82
Maintenance Standby Fees	\$ 16.99	\$ 17.84	\$ 18.73	\$ 19.67	\$ 20.65
Standby Fees	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00	\$ 21.00
Usage Rate	\$ 10.08	\$ 10.48	\$ 10.90	\$ 11.34	\$ 11.79

## 6. Conclusion and recommendations

Working closely with SCSD staff and management, RCAC evaluated SCSD rates to develop a sustainable, fair, and justifiable rate and fee structure. The recommended rates should meet the system's financial needs based on current system information and informed estimates of future conditions, but it is important to monitor actual revenue. Rates should be addressed at least annually while setting budgets to verify that they are still sufficient. A complete rate analysis should be completed every five years. When the recommended rate structure has been elected by the District, community outreach, education, and the Proposition 218 process should begin as soon as possible.

RCAC also recommends that SCSD adopts best practices to improve operating efficiency. These practices include developing an asset management plan, conducting an energy audit, and investigating sources of wastewater loss and non-revenue wastewater.

## **PROPOSITION 218**

California approved Proposition 218 in 1996 requiring agencies to adopt property fees and charges in accordance with a defined public process found in article XIII D or by associated court decision. Water and wastewater rates are user fees under the definition and must meet the following requirements:

- Revenues derived from the fee or charge must not exceed the funds required to provide the property-related service.
- Revenue from the fee or charge must not be used for any purpose other than that for which the fee or charge is imposed.
- No fee or charge may be imposed for general governmental services, such as police, fire, ambulance, or libraries, where the service is available to the public in substantially the same manner as it is to property owners.
- The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership must not exceed the proportional cost of the service attributable to the parcel.
- The fee or charge may not be imposed for service, unless the service is actually used by, or immediately available to, the owner of the property in question.

Written notice should be given to both the record owners and customers within the area subject to the fee or charge. The notice shall include the following:

- The formula or schedule of charges by which the property owner or customer can easily calculate their own potential charge.
- The basis upon which the amount of the proposed fee or charge is to be imposed on each parcel. An explanation of the costs which the proposed fee will cover and how the costs are allocated among property owners.
- Date, time and location of a public hearing on the rate adjustment. The public hearing must occur 45 or more days after the mailing of the notice.
- A statement that there is a 120-day statute of limitations for challenging any new, increased or extended fee or charge.

California's Proposition 218 provides that a customer of the District or owner of record of a parcel or parcels subject to the proposed rate increases may submit a protest against any or all of the proposed rate increases by filing a written protest with the District at or before the time the public hearing has concluded. Only one protest per parcel is counted. If written protests are filed by a majority of the affected parcels, the proposed rate increases will not be imposed.

Salton CSD – Forcemains Replacement Project  
Project Report - **Draft**  
May 2023



Prepared For:

**Rural Community Assistance Corporation**  
Work Plan Number: 6058  
Work Plan Title: Salton CSD Wastewater Rate Study and Planning Project



**Salton Community Services District**  
1209 Van Buren Street  
Thermal, CA 92274



**N|V|5** | 15092 Avenue of Science, Suite 200  
San Diego, CA 92128  
  
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## 1.0 BACKGROUND

Salton Community Services District (SCSD) operates a wastewater collection and treatment facilities that serve Desert Shores, Salton City, and part of Vista Del Mar. Desert Shores and Salton City are two separate census-designated places (CDP) located in Imperial County along the northwestern shore of the Salton Sea. They are bordered by the County of San Diego to the west and the County of Riverside to the north. According to the 2015-2019 Five-year American Community Survey (ACS) estimates and the 2021 wastewater rate study prepared by the Rural Community Assistance Corporation (RCAC), the SCSD serves an approximate population of 6,250 residents in Desert Shores and Salton City with approximately 2,780 active wastewater service connections. The median household income (MHI) is estimated to be \$34,087 from the 2015-2019 ACS. A Vicinity and Location Map is presented in **Exhibit 1**.

## 2.0 OBJECTIVES

This Preliminary Engineering Report (PER) provides further analysis of potential alternatives developed in the updated project approach and scoping memo prepared by NV5 in the draft *Technical Memorandum No. 2* dated March 21, 2023. *Technical Memorandum No. 2* provides an updated scoping of the critical deficiencies of the Salton Community Services District (CSD) sewer forcemains systems in Salton City and Desert Shores based on discussions with RCAC and SCSD management, and review of Salton CSD's Sanitary Sewer Force Main Replacement Project design documents prepared by The Holt Group (THG) dated November 30, 2021 and funded through the Proposition 1 Integrated Water Management Disadvantaged Community Involvement Grant. The PER prepared by THG does not appear to meet all the requirements of the State Water Resources Control Board.

Salton CSD would like to apply for construction funding through the Clean Water State Revolving Fund for the proposed improvements developed from the Technical Assistance Work Plan and design drawings prepared by THG. This PER also includes a water quality and flow monitoring study analysis to supplement the PER prepared by THG and recommends design criteria for the proposed diameter sizing for the forcemain improvements from Lift Station 2 in Desert Shores and Lift Station 16 in Salton City.

## 3.0 PROJECT AREA

Through discussions and site visits conducted with SCSD and RCAC, the project area assessed for proposed improvements to address aging infrastructure comprises of the following:

1. Desert Shores – Existing 8-inch asbestos-cement forcemain approximately 9,400 linear feet (LF) from Lift Station 2 to the Desert Shores Wastewater Treatment Facility (WWTF) and Lift Station 2, including a wet well and mechanical equipment and appurtenances. Lift Station is located east of the intersection of Desert Shores Drive and Palm Drive. This alignment starts with the discharge point of Lift Station 2, heads west along Desert Shores Drive, travels south parallel to Scott Drive, crosses State Route 86 (SR-86) to the west, heads south along Coolidge Springs Road and terminates at the Desert Shores WWTF. THG prepared the plans

for the 8-inch replacement of this existing forcemain, and the key map is included in **Exhibit 2**.

2. Salton City - Existing 10-inch asbestos-cement forcemain approximately 6,600 LF from Lift Station 16 and five (5) deteriorating manholes downstream of the forcemain discharge point of Lift Station 16. This alignment commences at the discharge point of Lift Station 2, heads west along Seaview Drive, continues west along Lido Ave, and heads south and discharges south along Monterey Avenue. THG prepared the plans for the 8-inch replacement of this existing forcemain, and the key map is included in **Exhibit 3**.
3. Salton City – Cluster of Lift Stations, 19, 19B, and 20. This cluster is located northwest of the intersection of Crystal Avenue and Salton Bay Drive.

Additionally, SCSD expressed that the design of the replacement of two existing forcemains located in Salton City, with improvements consisting of installing 4,000 LF of 8" C-900 DR18 PVC from Lift Station 24 and 1,000 LF of 6" C-900 DR18 PVC from Lift Station 22, prepared by THG, also be included in the project area. The key map from the plans is included in **Exhibit 4**.

### 3.1 CURRENT LAND USE AND POPULATION

According to the 2015-2019 Five-year American Community Survey (ACS) estimates and the 2021 wastewater rate study prepared by the Rural Community Assistance Corporation (RCAC), the SCSD serves an approximate population of 6,250 residents in Desert Shores and Salton City with approximately 2,780 active wastewater service connections.

The Imperial County Land Use Plan (last updated in 2007) categorizes the Desert Shores and Salton City as an urban area zoning designation. Desert Shores serves primarily residential connections and also includes commercial connections. The majority of parcels in Salton City are vacant; the active connections consist primarily of residences and also include commercial properties, Sea View Elementary School, West Shores High School, and Salton Sea Airport.

### 3.2 GEOLOGICAL FEATURES

The site topography within the project area slopes northeast towards the Salton Sea. The project area generally has a flat topography. Elevations in the project area generally range between sea level (0 feet) and 200 feet below sea level. According to United States Geological Survey (USGS) maps, the Desert Shores area is underlined by surficial sediments, namely alluvial sand and clay of valley areas (Clark Lake & Rabbit Peak AMS 2750 IV – Series V795). The Salton City area is underlined by surficial sediments consisting of alluvial sand, gravel, silt, clay of valley areas, and Cahuilla Bed claystones, sands, and gravels (Durmid AMS 2850 IV – Series V795). According to the USGS Quaternary Faults, several unnamed and undifferentiated (less than 1.6 million years old) faults.

## 4.0 WASTEWATER CHARACTERISTICS, EXISTING FACILITIES, AND CURRENT WATER QUALITY

### 4.1 DESCRIPTION OF EXISTING FACILITIES

#### 4.1.1 Lift Stations

In Desert Shores, there are a total of four active lift stations (Lift Stations 1, 2, 4, and 5) and one (1) backup lift station (Old Lift Station 6). All sewer flows drain into the terminus Lift Station 2, and then wastewater is conveyed via an 8-inch transite (also known as asbestos-cement) forcemain with a length of approximately 9,300 linear feet (LF), which crosses under State Route 86 (SR-86), before discharging into the Desert Shores Wastewater Treatment Facility (WWTF). The flow of Lift Station 5 can bypass Lift Station 2 because Lift Station 5 is connected to Old Lift Station 6, which can be utilized to pump into a separate forcemain of an approximate length of 4,300 LF and crosses SR-86 and discharges into the Desert Shores WWTF. Table 1 summarizes the approximate location and pump capacity of Desert Shore's lift stations. **Exhibit 5** presents the key Desert Shores facilities.

Table 1 - Lift Stations in Desert Shores

Lift Station	Approximate Location	Pump Capacity (hp)
Lift Station 1	3863 Palm Drive	0.5
Lift Station 2	Desert Shores Drive & Palm Drive	34
Lift Station 4	115 Desert Shores Drive	0.5
Lift Station 5	3726 Palm Drive	5
Old Lift Station 6 (Backup)	3726 Palm Drive	X

In Salton City, there are a total of 16 active lift stations (Lift Stations 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, and 24), one (1) backup lift station (Lift Station 19B), and one (1) inactive lift station (Lift Station 21). Lift Stations 22 and 24 are the terminal lift stations before wastewater from Salton City is discharged into either the Lansing Avenue WWTF or Thomas R. Cannell WWTF (Salton CSD generally alternates the use of each treatment facility on a weekly basis). For both communities, the sewer collection systems consist of a combination of gravity sewer lines and forcemains; because the service areas are generally flat, the majority of lift stations comprises of 0.5-horsepower (hp) submersible pumps to facilitate the movement of flows from lift station to lift station. Table 2 summarizes the approximate location and pump capacity of Salton City's lift stations. **Exhibit 6** presents the key Salton City facilities.

Table 2 - Lift Stations in Salton City

Lift Station	Approximate Location	Pump Capacity (hp)
Lift Station 6	Court Avenue & Leto Avenue	24
Lift Station 7	Black Sea Avenue & Mediterranean Avenue	X
Lift Station 8	2800 Pacific Street	7.5
Lift Station 9	1024 Ontario Avenue	X
Lift Station 10	2716 Sea Garden Avenue	2 x 7.5
Lift Station 12	975 Sea Port Avenue	X
Lift Station 13	2635 Salton Bay Drive	X
Lift Station 15	2581 Treasure Drive	5
Lift Station 16	2502 Treasure Drive	20
Lift Station 17	White Pelican Place & Salton Bay Drive	0.5
Lift Station 18	336 Salton Bay Drive	5
Lift Station 19	2305 Salton Bay Drive	3
Lift Station 19B (Backup)	2305 Salton Bay Drive	X
Lift Station 20	792 Crystal Avenue	0.5
Lift Station 21 (Inactive due to no occupied residence)	2239 Seaview Drive	X
Lift Station 22	708 Plaza Avenue	15
Lift Station 23	2157 Palm Way	0.5
Lift Station 24	Mars Avenue & Clover Leaf Drive	50

The project area's lift stations are narrowed down in Desert Shores and Salton City as discussed in Section 3.0: Lift Stations 2, 16, 19, 19B, and 20.

## 4.1.2 Sewer Pipelines

The project area's forcemain pipelines were constructed as part the development of the Salton City and Desert Shores communities in the 1950s. Gravity sewer pipelines and manholes that are either connected to the entry points or the discharge points of the project area's forcemains were also constructed during this time period. The collection system pipelines and manholes are aging and are approximately 70 years old.

## 4.1.3 Treatment Facilities

All three WWTFs owned and operated by Salton CSD utilize evaporation-percolation ponds. The Waste Discharge Requirements (WDRs) for Salton CSD's Desert Shores, Lansing Avenue, and Thomas R. Cannell WWTFs are regulated by the Colorado River Basin Regional Water Quality Control Board (RWQCB) under Board Orders No. R7-2014-0007, R7-2012-0035, and R7-2012-0034, respectively. Salton CSD is currently applying for a separate planning study grant through the State Water Resources Control Board to evaluate the capacities of the WWTFs.

## 4.2 EXISTING RECORDS

Detailed system maps of the sewer system, drainage basins, hydraulic models, or record drawings (as-builts) do not appear to be readily available or exist for SCSD. Systems maps are required as part of the Sewer System Management Plan (SSMP) mandated by the Regional Water Quality Control Board.

## 4.3 DESCRIPTION OF ALL ENTITIES RESPONSIBLE OR CONTRIBUTING TO THE EXISTING FACILITIES

Potable water is provided to Desert Shores and Salton City by the Coachella Valley Water District (CVWD). Wastewater is generated and flows into the sewer collections systems for both communities and is treated at the wastewater treatment facilities owned and operated by SCSD.

## 4.4 SOURCES OF WASTEWATER TO THE FACILITY

All wastewater flows entering Lift Station 2 is generated from residential and commercial users located in Desert Shores. Wastewater entering Lift Station 16 in Salton City comes primarily from residential users upstream of Lift Station 16. No maps or record drawings are readily available that show the wastewater drainage basins of the SCSD system.

## 4.5 CURRENT FLOWS

### 4.5.1 Estimated Flows from Water Consumption

#### Existing Water Consumption

Because all wastewater flows enter Lift Station 2 before being pumped to the Desert Shores WWTF, a water consumption analysis was performed to estimate the volume of water generated from the Desert Shores collection system. Lift Station 2 is not equipped with a flow meter.

Historical water consumption for Desert Shores was provided by the CVWD and is displayed in Table 3. Water consumption was only provided on an annual basis from 2019 through 2021. Fire protection and irrigation water consumptions were excluded since they do not discharge into the sewer collection system. However, irrigation water consumption from single family residential water services could not be excluded.

Desert Shore's water consumption remained consistent from 2019 through 2021 with an average daily water use ranging from 0.11 to 0.12 MGD and an average daily water use from 2019 to 2021 of 0.11 MGD. Over three years, the historical average daily water use is calculated as 0.114 MGD.

*Table 3 - Historical Water Consumption of Desert Shores*

Year	Annual Water Use (AF)	Average Daily Water Use (MGD)	Average Daily Water Use (GPD per person)
2019	120.3	0.11	95.4
2020	132.7	0.12	105.5
2021	130.7	0.12	103.2

## Existing Wastewater Flow

The average wastewater flow entering Lift Station 2 was estimated to be 0.105 MGD. A potable water to wastewater return ratio of 80% and peaking flow factor of 1.15 were assumed.

## Desert Shores

Based on the estimated wastewater flow, the velocity in the 8-inch forcemain from Lift Station 2 to the Desert Shores WWTP was estimated at 0.47 ft/s with a detention time of 5.6 hrs. This velocity is lower than the required minimum velocity of 4 ft/s. The 8-inch forcemain appears to be oversized for the current capacity of the sewer collection system. Additionally, not maintaining a velocity 4 ft/s or greater can cause solids to settle along the inside of the forcemain.

### 4.5.2 Flow Monitoring

Due to lack of existing wastewater flow data since SCSD does not have any flow meters installed within the collection systems and also the data limitations from being provided potable water consumption on an annual basis, a flow monitoring study was conducted by ADS from November 23, 2022 to December 6, 2022. This flow monitoring study installed temporary flow meters in order to gather real-time data of the wastewater flow conditions in upstream manholes located in nearby proximity of Lift Stations 2 and 16 during the two-week period centered around Thanksgiving. This period was selected because it is assumed to be one of the highest peak flows experienced by SCSD due to snowbirds arriving and staying in Salton City and Desert Shores for the winter. The flow monitoring report is included in **Appendix 1**.

Table 4 – Observed Flows at Lift Station 2 for November 23, 2022 – December 6, 2022 and Flow Calculations

Desert Shores – Lift Station 2						
Parameter	Flow Depth (in)	Depth / Diameter Ratio (d/D)	Velocity (ft/s)	Flow Volume (MGD)	Flow Rate (gpm)	Peak Flow Rate (gpm) PF = 3
Minimum	1.89	0.19	0.3	0.012	8.5	25.5
Average	2.41	0.24	1.0	0.067	46.7	140.1
Maximum	3.16	0.32	2.0	0.177	122.7	368.2

Table 4 summarizes the observed flows and flow calculations at Lift Station 2. For the Desert Shores location, the site experienced normal conditions and did not have any surcharging events. The temporary flow meter was installed in the manhole immediately upstream of Lift Station 2 and the manhole is located immediately outside of the block wall fence of the lift station site. The pipe flow was observed to be smooth flow at the time of installation, with three pipe inlets observed, with one pipe inlet dropping approximately 6-foot directly into the channel flowing to the outlet. The pipe height was measured to be 9.88 inches and a pipe width of 10 inches.

There appears to be presence of inflow/infiltration, because the base flow rate is relatively high for the area that the collection system spans in Desert Shores, with an average base flow rate of 30,000 gallons per day.

The average velocity of the flow measured was 1.0 ft/s and ranged from 0.3 ft/s to 2.0 ft/s. The average flow rate was 46.7 gpm and ranged from 8.5 gpm to 122.7 gpm. By dividing the average flow rate by the maximum flow rate, the peaking factor was calculated to be 3. The peak flow rate was calculated by multiplying the peaking factor of 3 by the average flow rate, which results in an average peak flow rate of 140 gpm. From these calculations, the design criteria was determined to be a flow rate of 150 gpm.

Table 5 – Preliminary Replacement Forcemain Sizing for Lift Station 2

Desert Shores– Lift Station 2	
Pipe Diameter Size (inches)	Velocity (ft/s)
8"	1.0
6"	1.7
4"	3.8

Table 5 includes the preliminary replacement forcemain sizing comparison of three different pipe diameters at 8 inch, 6 inch, and 4 inch. The 6-inch diameter forcemain size is recommended, with an estimated velocity of 1.7 ft/s at a design flow rate of 150 gpm, which is close to the standard minimum velocity of 2 ft/s to ensure that there is sufficient velocity to clean solids in the pipe.

Table 6 – Observed Flows at Lift Station 16 for November 23, 2033 – December 6, 2022 and Flow Calculations

Salton City – Lift Station 16 <sup>1</sup>						
Parameter	Flow Depth (in)	Depth / Diameter Ratio (d/D)	Velocity (ft/s)	Flow Volume (MGD)	Flow Rate (gpm)	Peak Flow Rate (gpm) PF = 3
Minimum	3.1	0.38	0.38	0.033	23.2	69.7
Average	5.2	0.63	0.74	0.117	81.0	243.1
Maximum	8.0	0.97	1.16	0.268	185.8	558
Notes:						
1. Lift Station 16 experienced surcharging on November 30, 2022. Surcharged data points were removed from this dataset prior to determining the minimum, average, and maximum flow depth, depth/diameter ratio, velocity, and flow volume.						

For the Salton City location, the site generally experienced normal flow conditions with the exception of a surcharge event on November 30, 2022. Specifically, the manhole surcharged four times on this day, from 9:50 am to 10:35 am, 11:05 am to 11:30 am, 11:55 am to 1:00 pm, and 1:25 pm to 1:40 pm. The temporary flow meter was installed in the manhole upstream of Lift Station 16, approximately located in between Seaview Drive and Treasure Drive. The pipe height was measured to be 8.25 inches and a pipe width of 8.00 inches.

There appears to be presence of inflow/infiltration (I/I), because the base flow rate is relatively high, with an average of 45,000 gallons per day. I/I may also contribute to surcharge events.

The average velocity of the flow measured was 0.7 ft/s and ranged from 0.4 ft/s to 1.2 ft/s. The average flow rate was 81.0 gpm and ranged from 23.2 gpm to 185.8 gpm. By dividing the average flow rate by the maximum flow rate, the peaking factor was calculated to be 3. The peak flow rate was calculated by multiplying the peaking factor of 3 by the average flow rate, which results in an

average peak flow rate of 243 gpm. From these calculations, the design criteria was determined to be a flow rate of 250 gpm.

Table 7 – Preliminary Replacement Forcemain Sizing for Lift Station 16

Salton City – Lift Station 16	
Pipe Diameter Size (inches)	Velocity (ft/s)
10"	1.0
8"	1.6
6"	2.8
4"	6.4

Table 7 includes the preliminary replacement forcemain sizing comparison of four different pipe diameters at 10 inch, 8 inch, 6 inch, and 4 inch. The 8-inch diameter forcemain size is recommended, with an estimated velocity of 1.6 ft/s at a design flow rate of 250 gpm, which is close to the standard minimum velocity of 2 ft/s to ensure that there is sufficient velocity to clean solids in the pipe.

## 4.6 VIOLATIONS

The list of recent enforcement documents issued from the RWQCB to Salton CSD that has been provided to NV5 is summarized in Table 8. Salton CSD has primarily received notice of violations (NOVs) for exceeding the Biochemical Oxygen Demand (BOD) effluent limitations as designated in the WDRs.

Table 8 - Recent Enforcement Documents from RWQCB

Date	WWTF Name	Enforcement	Brief Description
11/19/2020	Desert Shores	NOV	BOD Exceedances (July-Aug 2020)
11/19/2020	Thomas R. Cannell	NOV	BOD Exceedance (Aug 2020)
11/19/2020	Lansing Avenue	NOV	BOD Exceedance (Aug 2020)
2/13/2020	Desert Shores	NOV	BOD Exceedance (Nov 2019), Late Submittal of Monthly Report (Oct 2019)
2/13/2020	Thomas R. Cannell	NOV	Late Submittal of Monthly Report (Oct 2019)
2/13/2020	Lansing Avenue	NOV	BOD Exceedances (Oct-Nov 2019), Late Submittal of Monthly Report (Oct 2019)
7/27/2017	Desert Shores	NOV	BOD Exceedances (Dec 2016, Feb-June 2017)
7/27/2017	Thomas R. Cannell	NOV	BOD Exceedances (Jan-Feb 2017, Apr-May 2017)
7/27/2017	Lansing Avenue	NOV	BOD Exceedances (Dec 2016, Feb-June 2017)
2/15/2017	Desert Shores	NOV	BOD Exceedances (Mar-Aug 2016, Oct-Nov 2016)
2/15/2017	Thomas R. Cannell	NOV	BOD Exceedances (Mar 2016, June 2016, Sept-Oct 2016)
2/15/2017	Lansing Avenue	NOV	BOD Exceedances (Mar 2016, May-Oct 2016)

Per each WWTF's permit, the average weekly BOD effluent limitation is 65 milligrams per liter (mg/L), and the average monthly BOD effluent limitation is 45 mg/L. Based on the monthly reporting that Salton CSD has submitted to the RWQCB, BOD effluent exceedances for average weekly and average monthly intervals have periodically occurred over the years for all three WWTFs. Over the last five years, the number of BOD exceedances occurring in a year have decreased. From the information provided by SCSD, the most recent average monthly BOD effluent exceedances at the three WWTFs occurred on August 5, 2020: Desert Shores WWTF experienced a monthly average BOD concentration of 95 mg/L, Thomas R. Cannell WWTF had a monthly average BOD concentration of 46 mg/L, and Lansing Avenue WWTF had a monthly average BOD concentration of 130 mg/L. Average monthly and weekly BOD effluent exceedances as described in the recent NOV's are tabulated in **Appendix 2**. Potential contributing factors to BOD exceedances may be oversized pipes, long detention times of wastewater and/or low flows, and high ambient temperatures. Additionally, BOD levels may also be influenced by nitrification.

Table 9 summarizes the Sanitary Sewer Overflow (SSO) incidents reported to the State Water Resources Control Board (SWRCB) for the past 20 years (2001 to 2021). Salton CSD has five documented SSO incidents related to a main line failure. On August 4, 2011, the Desert Shores force main from Lift Station 2 along Coolidge Springs Road ruptured and spilled 1,500 gallons. In 2017, 2020, and 2021, the Salton City force main along Lido Avenue and Redondo Avenue and near Lift Station 16 failed four times and spilled a total of 58,800 gallons, of which 21,500 gallons were recovered. SCSD has a limited recordkeeping program that records breaks experienced by the forcemains in the project area.

Table 9 - Sanitary Sewer Overflow (SSO) Incidents

Date	Location	Category <sup>1</sup>	Volumes (gal)	Cause
Desert Shores				
8/4/2011	Coolidge Springs Road & Desert Shores Drive (Forcemain from Lift Station 2)	2	1,500 spilled 0 recovered	Main pressure line rupture
Salton City				
2/18/2008	Salton Bay Drive & Crystal Avenue	2	2,000 spilled 2,000 recovered	Lift station malfunction
7/1/2008	2850 Pacific Street	2	2,500 spilled 0 recovered	Pump station failure
12/16/2010	Open Desert	2	2,000 spilled 1,000 recovered	Grease deposition
3/19/2011	Lift Station 8	2	1,000 spilled 500 recovered	Debris
3/23/2011	Lift Station 11	3	750 spilled 400 recovered	Jammed pump
11/26/2011	Clover Leaf Drive & Mars Avenue	2	200,000 spilled 10,000 recovered	Debris (rags)
2/29/2012	Leto Avenue & Indian Ocean Avenue	2	1,500 spilled 1,300 recovered	Grease deposition
6/28/2012	1225 Black Sea Avenue	3	200 spilled 0 recovered	Grease deposition

9/30/2013	Mediterranean Avenue & Bering Avenue	3	500 spilled 400 recovered	Pump station mechanical failure
11/4/2016	Catalina Avenue & Service Road	2	3,000 spilled 2,600 recovered	Gravity line failure due to grease
4/13/2017	993 Redondo Avenue	3	300 spilled 100 recovered	Force main problem/failure
6/9/2017	993 Redondo Avenue	2	2,000 spilled 400 recovered	Force main problem/failure
1/10/2018	2857 Leto Avenue	2	1,000 spilled 980 recovered	Grease deposition
3/21/2018	2857 Leto Avenue	3	600 spilled 20 recovered	Grease deposition
5/31/2018	Sea Raider Avenue & Sea Gull Avenue	3	800 spilled 300 recovered	Debris (rags)
7/26/2020	999 Redondo Avenue	2	1,500 spilled 1,000 recovered	Force main problem/failure
7/30/2021	Evans Avenue & Lido Avenue	1	55,000 spilled 20,000 recovered	Force main problem/failure
12/27/2021	Salton City Lift Station 7	2	3,500 spilled 2,500 recovered	Discharge line blockage
Notes: 1. Sanitary Sewer Overflow (SSO) incidents are recorded from the SWRCB's SSO Incident Map and are placed into three categories of decreasing health risk. A Category 1 spill identifies any sewer spills that discharge into a surface water, a drainage channel tributary to a surface water, and/or to a storm drain and is not fully captured. A Category 2 spill identifies sewer spills of 1,000 gallons or greater that do not reach surface water, a drainage channel, or municipal separate storm sewer system, unless the entire SSO is fully recovered and disposed of properly. A Category 3 spill identifies all other sewer spills resulting from a system failure or flow condition.				

## 4.7 WASTEWATER SAMPLING

From May and June of 2022 on a weekly basis for nine (9) weeks, Salton CSD collected and tested samples from eleven locations throughout Desert Shores and Salton City. Due to past BOD effluent exceedances at the Desert Shores, Thomas R Cannell and Lansing Avenue WWTFs, the additional water quality testing was conducted to gather data throughout the project area for the following parameters:

### Grab lab samples

- Biological Oxygen Demand, BOD<sub>5</sub> (2 samples, five minutes apart)
- Carbonaceous Biological Oxygen Demand (cBOD)
- Total Suspended Solids (TSS)
- Alkalinity
- Ammonia (as N)
- Nitrate (as N)
- Nitrite (as N)

### Field test samples

- Dissolved Oxygen (DO)
- pH
- Temperature

Table 10 below lists the eleven (11) sampling locations. The objective in Desert Shores was to obtain data to review how wastewater quality changes across the forcemain of Lift Station 2 to the wastewater treatment plant, so sample points included the wet well of Lift Station 2 and the influent and effluent of the Desert Shores WWTF. The objective in Salton City was to obtain data to review how wastewater quality changes across the forcemain of Lift Station 16 to the treatment plants, so sample points included the wet wells for Lift Stations 16, 22, and 24; Lift Station 16's forcemain discharge manhole; and the influent and effluent of the Thomas R. Cannell and Lansing Avenue WWTFs. SCSD alternates between using Thomas R. Cannell WWTF and Lansing Avenue WWTF to treat wastewater in Salton City.

A technical memorandum that summarizes the sampling results and includes the laboratory results is included in **Appendix 3**.

For this sampling period, the wastewater treatment plants demonstrated that they were generally able to treat the raw wastewater below the effluent limits. There does not appear to be a consistent pattern from week to week for trends of BOD<sub>5</sub> results that apply across the board for all sample locations. However, several observations can be made. In Salton City, the results showed that BOD<sub>5</sub> concentrations tended to decrease downstream throughout the collection system sample locations before reaching the Lansing Avenue and Thomas R. Cannell WWTFs. In Desert Shores, BOD<sub>5</sub> concentrations sometimes increased or decreased (but remained the same order of magnitude) between the Lift Station 2 wet well and the influent of the Desert Shores WWTF. There are many contributing factors that impact the wastewater quality at a given point, such as the sample collection technique, grab sample nature of the sample obtained, time of day, and temperature. Because the WWTFs consist of evaporation ponds, cBOD may be a more useful parameter than BOD<sub>5</sub> because it only measures dissolved oxygen depletion from carbonaceous sources and is not susceptible to nitrification effects.

*Table 10 - Wastewater Sampling Locations*

Sample ID	Sample Location
DS-I	Desert Shores – Desert Shores WWTF – Influent to Treatment Facility
DS-E	Desert Shores – Desert Shores WWTF – Effluent of Treatment Facility
DS-2W	Desert Shores – Lift Station 2 – Wet Well
SC-16W	Salton City – Lift Station 16 – Wet Well
SC-16D	Salton City – Lift Station 16 – Forcemain Discharge Manhole
SC-22W	Salton City – Lift Station 22 – Wet Well
SC-24W	Salton City – Lift Station 24 – Wet Well
SC-LA-I	Salton City – Lansing Avenue WWTF – Influent to Treatment Facility
SC-LA-E	Salton City – Lansing Avenue WWTF – Effluent of Treatment Facility
SC-TRC-I	Salton City – Thomas R. Cannell WWTF – Influent to Treatment Facility
SC-TRC-E	Salton City – Thomas R. Cannell WWTF – Effluent of Treatment Facility

In the month of May, Desert Shores WWTF and Thomas R. Cannell WWTF effluent exceeded the monthly average BOD the limit of 45 mg/L, see Table 11 below. All three-wastewater treatment facilities' effluent were below the monthly average BOD limit for the month of June.

Table 11 –Monthly Average BOD for Effluent Sample Location

Month	BOD Limit (mg/L)	Monthly Average BOD (mg/L)		
		DS-E	SC-LA-E	SC-TRC-E
May	45	48.4*	41.8	49.8*
June	45	33.3	29.9	31.6

Note: “\*” indicates BOD limit exceedance

## 4.8 PAST EFFORTS TO ADDRESS THE PROBLEM

Salton CSD performed a point repair for the forcemain from Lift Station 2 in Desert Shores to the Desert Shores Wastewater Treatment Plant after the forcemain experienced a spill in August 2011. Additionally, Salton CSD’s operators conduct maintenance activities and repairs.

## 4.9 DESIGN CRITERIA

The project will follow County of Imperial (County) Standard Drawings and Details, where available and applicable. For other design criteria not specified by the County, design guidelines and standard drawings from San Diego Water Agencies’ Standards will be followed. A summary of design criteria applicable to this project is included in Table 12 below.

Table 12 – Sewer Design Criteria

Design Criteria	Value
Sewer Force Main Material	PVC <sup>1</sup>
Minimum Velocity in Lift Station Discharge Piping	2 feet/sec
Maximum Velocity in Lift Station Discharge Piping	8 feet/sec
Manhole Size	4-foot diameter with 3-foot cover
Maximum Manhole Spacing	400 ft
Note:	
1. Fittings and appurtenances shall be ductile or cast iron.	

## 5.0 PROJECT OBJECTIVES

### 5.1 REASON FOR PROJECT AND ITS OBJECTIVES/BENEFITS

SCSD has a deteriorating, aging wastewater collection system that is over 70 years old and has experienced breaks and sewer spills. SCSD has identified key facilities that should be replaced in order to improve operations and health and safety, including the forcemain from Lift Station 2 in Desert Shores; forcemains from Lift Stations 16, 22, and 24 in Salton City; select manholes

downstream of the discharge point of the forcemain from Lift Station 16; and improve the configuration of the cluster of Lift Stations 19, 19B, and 20.

## 6.0 PROJECT ALTERNATIVE ANALYSIS

Table 1 summarizes the potential alternatives that are evaluated under the TA work plan, with concurrence from Salton CSD and RCAC. Each of these alternatives is briefly described in this section.

Table 13 – Potential Alternatives

Alternative Name	Alternative Description	Design Prepared by The Holt Group?
Alternative 1	No Action	N/A
Alternative DS-FM1	HDPE Slip-lining Existing Forcemain from Lift Station 2	No
Alternative DS-FM2	8-inch Replacement of Existing Forcemain from Lift Station 2	Yes: ~9,400 LF of 8" C-900 DR18 PVC
Alternative DS-FM3	6-inch Replacement of Existing Forcemain from Lift Station 2	No
Alternative DS-FM4	6-inch Replacement of Existing Forcemain from Lift Station 2 with SR-86 Bypass	No
Alternative DS-WW1	Lift Station 2 Improvements	No
Alternative SC-FM1	HDPE Slip-lining Existing Forcemain from Lift Station 16	No
Alternative SC-FM2	8-inch Replacement of Existing Forcemain from Lift Station 16	Yes: ~6,600 LF of 8" C-900 DR18 PVC
Alternative SC-FM3	Redirection of Flow from Lift Station 16 to Lift Station 18	No
Alternative SC-WW1	Lift Station 16 Improvements	No

Alternative SC-WW2	Manhole Improvements Downstream of Lift Station 16's Force Main Discharge	No
Alternative SC-WWA	Remove Lift Station 19B	No
Alternative SC-WW3B	Cluster of Lift Stations 19, 19B, and 20 Improvements	No

## 6.1 ALTERNATIVE 1 – NO ACTION

This alternative is required per the State Water Resources Control Board's guidelines and would involve no action to implementing any infrastructure changes to the existing collection system for Desert Shores and Salton City.

## 6.2 ALTERNATIVE DS-FM1 – HDPE SLIP-LINING EXISTING FORCEMAIN FROM LIFT STATION 2

This alternative would consist of the installation of an approximately 9,400 LF of a 6-inch within the existing 8-inch transite forcemain from Lift Station 2, and then the annular space between the carrier pipe and existing pipe would be filled in with a material, such as grout. Slip-lining requires access pits (approximately 6-feet by 6-feet) and would be installed in approximately 500 LF intervals.

In locations where the existing pipeline has valves or bends, slip-lining cannot be installed. As a result, existing valves and bends of the forcemain would be required to be identified; however, SCSD does not appear to have system maps that include information about the specific locations of bends and appurtenances such as valves. It appears that this alignment has several bends from sketches provided by SCSD. SCSD does not appear to have record drawings readily available for this existing forcemain, including the installation of the section of the forcemain located beneath SR-86. Mapping of the existing forcemain from Lift Station 2 and all appurtenances would need to be first performed prior to evaluating the feasibility of this option.

## 6.3 ALTERNATIVE 3 – ALTERNATIVE DS-FM2 – 8-INCH REPLACEMENT OF EXISTING FORCEMAIN FROM LIFT STATION 2

An 8-inch replacement PVC forcemain (approximately 9,400 LF) running in parallel and adjacent to the alignment of the existing transite forcemain from Lift Station 2 would be installed and constructed. This design has been prepared by THG; design criteria for the 8-inch diameter pipe size is not available from THG's engineering report. Based on the flow monitoring study results, 8-inch diameter pipe size appears oversized for the flow conditions experienced during Thanksgiving holidays, which is assumed to be one of the highest water consumption usages due to the migration of snowbirds during the winter season. This alternative is not recommended.

## 6.4 ALTERNATIVE DS-FM3 – 6-INCH REPLACEMENT OF EXISTING FORCEMAIN FROM LIFT STATION 2

A 6-inch replacement PVC forcemain (approximately 9,400 LF) running in parallel and adjacent to the alignment of the existing transite forcemain from Lift Station 2 would be installed. Pipeline appurtenances would be installed in conformance with Imperial County Department of Public Works

or San Diego Water Agencies' standards. For example, combination air valve assemblies would be installed at high points and at other locations as required by the pipeline design. The existing forcemain would be properly disconnected and abandoned from the sewer collection system. Sewer bypassing would be required during construction. This alternative would be modified from the design of an 8-inch replacement forcemain that has been prepared by THG. It is recommended that THG prepare the design modifications from their existing plans for the proposed 8-inch replacement of the forcemain from Lift Station 2.

## 6.5 ALTERNATIVE DS-FM4 – 6-INCH REPLACEMENT OF EXISTING FORCEMAIN FROM LIFT STATION 2 WITH SR-86 BYPASS

Efforts to secure a Caltrans encroachment permit for proposed improvements that are within Caltrans right-of-way can be lengthy and challenging. If a Caltrans encroachment permit cannot be acquired, this alternative would consist of replacing the existing forcemain from Lift Station 2 with 6-inch PVC and bypassing the ~200 LF of existing forcemain that crosses SR-86 along the parallel alignment of the existing forcemain. The 200 LF section of the existing forcemain beneath SR-86 would remain in service. THG could prepare the design for this alternative by modifying their existing plans for the proposed 8-inch replacement of the forcemain from Lift Station 2 to change the forcemain replacement to 6-inches in diameter and leaving the ~ 200 LF of existing forcemain underneath the SR-86 in place. This alternative would not require a Caltrans encroachment permit and reduce the uncertainty in construction schedule of the timeframe for a permit to be granted by Caltrans.

## 6.6 ALTERNATIVE DS-WW1 –LIFT STATION 2 IMPROVEMENTS

SCSD is planning to inspect the structural integrity of Lift Station 2's wet well with a video camera inspection. Prior to the inspection, the wet well would be cleaned, and a temporary pump would be installed to allow for the bypass of sewer flow into the lift station. Depending on the existing conditions of the wet well, the concrete interior potentially could be rehabilitated by sandblasting and recoating, or if the conditions are found to be in severe deterioration, replacement of the wet well may be necessary. These proposed improvements could help address the current odor issues emanating from the wet well.

Based on a projected average design flow rate of 47 gpm and a total peak flow of 150 gpm and assuming 50% efficiency of the pump system, Lift Station 2's existing submersible pump system of 34 HP would be replaced with a package duplex pump system with a nominal brake horsepower of 7.5 HP.

SCSD will provide information about the start and stop elevations of the pumps of Lift Station 2. In order to improve operations, the set points could be modified to optimize operations and potentially reduce the volume of sewage that typically is stored in the wet well.

This alternative would also include furnishing and installing miscellaneous instruments, such as a new flow meter for Lift Station 2, and an on-site emergency generator and an automatic transfer switch. SCSD has an existing a portable generator but does not have an emergency generator. NV5 understands that Salton CSD is currently replacing the electrical panel on-site.

## 6.7 ALTERNATIVE SC-FM1 – HDPE SLIP-LINING EXISTING FORCEMAIN FROM LIFT STATION 16

The existing 10-inch transite forcemain from Lift Station 16 would be installed with the insertion of an 8-inch HDPE pipe within the existing pipeline, and then the annular space between the carrier pipe and existing pipe would be filled in with a material, such as grout. Slip-lining requires access pits (approximately 6-feet by 6-feet) and would be installed in approximately 500 LF intervals.

In locations where the existing pipeline has valves or bends, slip-lining cannot be installed. As a result, existing valves and bends of the forcemain would be required to be identified. It appears that this alignment has several bends from sketches provided by SCSD. SCSD does not appear to have record drawings readily available for this existing forcemain. Mapping of the existing forcemain from Lift Station 2 and all appurtenances would need to be first performed prior to evaluating the feasibility of this option.

## 6.8 ALTERNATIVE SC-FM2 – 8-INCH REPLACEMENT OF EXISTING FORCEMAIN FROM LIFT STATION 16

An 8-inch replacement PVC forcemain (approximately 6,600 LF) running in parallel alongside the alignment of the existing 10-inch transite forcemain from Lift Station 16 would be installed and constructed. Pipeline appurtenances would be installed in conformance with Imperial County Department of Public Works or San Diego Water Agencies' standards. Sewer bypassing would be required during construction. The existing forcemain would be properly disconnected and abandoned from the sewer collection system. This alternative's design plans has been prepared by THG.

## 6.9 ALTERNATIVE SC-FM3 – REDIRECTION OF FLOW FROM LIFT STATION 16 TO LIFT STATION 18

The sewer flow in this portion of the collection system would be redirected to flow from Lift Station 16 to Lift Station 18, which serves the Salton Sea Mobile Home Park (MHP). See **Exhibit 7**. Lift Station 18 is located at the southeast end of the MHP, across from Salton Bay Drive, and it appears to be situated on APN 013-010-011-000, which appears to be owned by James and Julie Londo. Lift Station 18 has a pump capacity of 5 hp. This alternative could comprise of constructing a new equalization basin, a new wet well, approximately 900 LF of a new force main, and pump upgrades (if conditions and resizing conditions warrant) for the Lift Station 18. Lift Station 17, which has a 0.5-hp pump and is located on the north side of the MHP, currently feeds into Lift Station 18.

Numerous requests for information for SCSD for existing maps were made, but no atlas maps appear to exist that detail the SCSD collection system in Salton City that indicate pipe diameters, flow directions, and invert elevations. Mapping and modeling of the existing forcemain from Lift Station 16 and the entire part of the collection system downstream of Lift Station 16 flowing towards the Lansing Avenue and Thomas R. Cannell WWTFs would need to be performed prior to assessing the feasibility of this alternative. The mapping and modeling are needed in order to assess the potential downstream impacts of rerouting the forcemain.

## 6.10 ALTERNATIVE SC-WW1 – LIFT STATION 16 IMPROVEMENTS

Based on a projected average design flow rate of 81 gpm and a total peak flow of 250 gpm and assuming 50% efficiency of the pump system, Lift Station 16's existing submersible pump system of 34 HP would be replaced with a package duplex pump system with a nominal brake horsepower of 10 HP.

This alternative would also include sandblasting and recoating the existing wet well, furnishing and installing miscellaneous instruments, such as a new flow meter for Lift Station 16, and installing an emergency generator with an automatic transfer switch.

## 6.11 ALTERNATIVE SC-WW2 – MANHOLE IMPROVEMENTS DOWNSTREAM OF LIFT STATION 16'S FORCE MAIN DISCHARGE

Lift Station 16's force main discharges into a manhole, which then is connected to gravity sewer pipelines. Based on the May 2022 site visit, NV5 with assistance from Salton CSD operators, opened the manholes and conducted a visual inspection of five manholes immediately downstream of Lift Station 16's forcemain discharge point. These manholes were found to be in overall poor condition, including significant concrete wall deterioration, aggregate exposure, and bench deficiencies. This alternative consists of removing and replacing five (5) manholes in accordance with County of Imperial Department of Public Works Standard Drawing No. 222. These manhole locations are presented in **Exhibit 7**.

## 6.12 ALTERNATIVE SC-WW3A – REMOVE LIFT STATION 19B

This alternative would consist of abandoning and removing the adjacent Lift Station 19B, which is connected to Lift Station 19 approximately 86 LF north of Lift Station 19, as well as installing an emergency standby generator and automatic transfer switch. Removing Lift Station 19B would reduce the maintenance responsibilities and increase efficiencies. Lift Station 19B was intended to be a repository in the event that Lift Station 19 failed or overflowed; however, there is no back up power on site.

SCSD should verify if there are any existing easements or obtain a temporary construction easement in order to remove Lift Station 19B and the associated piping with an approximate length of 86 LF connecting Lift Stations 19 and 19B, which appear to be located on privately owned parcels (APNs 013-020-003 and 017-511-005).

## 6.13 ALTERNATIVE SC-WW3B – CLUSTER OF LIFT STATIONS 19, 19B, AND 20 IMPROVEMENTS

Alternative SC-WW3A's proposed improvements could be expanded in the future to consider how to streamline the nearby Lift Station 20, which is located approximately 260 LF due east of Lift Station 19. See **Exhibit 8**. Lift Station 20 is located inside a manhole at the intersection of Crystal Avenue and Salton Bay Drive and has a forcemain that conveys wastewater to Lift Station 19. Numerous requests for information for SCSD for existing maps were made, but no atlas maps appear to exist

that detail the SCSD collection system in Salton City that indicate pipe diameters, flow directions, and invert elevations. Mapping upstream and downstream of this lift station cluster would need to be performed prior to assessing the feasibility of potentially combining Lift Stations 19 and 20, or eliminating either Lift Station 19 or 20, and determine if these two lift stations belong to the same or different drainage subbasins. Because no flow meters located at these two lift stations, flow monitoring should be performed to gather data about the flows and volume of wastewater experienced at these two locations. This data will be valuable and necessary in order to assess pipe diameter sizing and potential wet well improvements for the reconfigured lift station cluster.

## 7.0 ALTERNATIVES ANALYSIS

### 7.1 SUMMARY

A summary of the feasibility of the alternatives is included in the above table. For Desert Shores, the 6-inch forcemain replacement from Lift Station 2 (Alternative DS-FM3) and Lift Station 2 Improvements (DS-WW1) are feasible options that the SCSD can consider. For Salton City, 8-inch replacement of existing forcemain from Lift Station 16 (Alternative SC-FM2), Lift Station 16 improvements (Alternative SC-WW1), select manhole improvements downstream of Lift Station 16 (Alternative SC-WW2), and removal of Lift Station 19B (Alternative SC-WW3A) are feasible options that the SCSD can consider. The feasibility of alternatives of the redirection of flow of Lift Station 16 (Alternative SC-FM3) and cluster of improvements for Lift Stations 19, 19B, and 20 (Alternative SC-WW3B) first require mapping and hydraulic modeling of the Salton City collection system in order to assess potential downstream effects of these improvements. Mapping and hydraulic modeling are not included in the scope of this project.

Table 14 – Comparison of Alternatives

Alternative Name	Alternative Description	Design Prepared by The Holt Group?	Feasibility
Alternative 1	No Action	N/A	No – SCSD would like to make improvements
Alternative DS-FM1	HDPE Slip-lining Existing Forcemain from Lift Station 2	No	No – No record drawings exist to determine number of bends/access pits needed
Alternative DS-FM2	8-inch Replacement of Existing Forcemain from Lift Station 2	Yes: ~9,400 LF of 8" C-900 DR18 PVC	No – Appears to be oversized based on flow monitoring study
Alternative DS-FM3	6-inch Replacement of Existing Forcemain from Lift Station 2	No: THG can modify THG Plans for Alternative DS-FM2	Yes
Alternative DS-FM4	6-inch Replacement of Existing Forcemain from Lift Station 2 with SR-86 Bypass	No: THG can modify THG Plans for Alternative DS-FM2	Yes – if Caltrans encroachment permit cannot be obtained or if SCSD wishes to bypass replacement of existing forcemain crossing SR-86, plans for Alternative DS-FM3 can be modified

Alternative DS-WW1	Lift Station 2 Improvements	No	Yes – Recommended since Alternative DS-FM3 downsizes existing pipe diameter from 8-inch to 6-inch replacement
Alternative SC-FM1	HDPE Slip-lining Existing Forcemain from Lift Station 16	No	No – No record drawings exist to determine number of bends/access pits needed
Alternative SC-FM2	8-inch Replacement of Existing Forcemain from Lift Station 16	Yes: ~6,600 LF of 8" C-900 DR18 PVC	Yes
Alternative SC-FM3	Redirection of Flow from Lift Station 16 to Lift Station 18	No	TBD - Mapping/hydraulic modeling required prior to assessing feasibility
Alternative SC-WW1	Lift Station 16 Improvements	No	Yes
Alternative SC-WW2	Manhole Improvements Downstream of Lift Station 16's Force Main Discharge	No: Imperial County Standard Drawing No. 222 can be added to plans and specs	Yes
Alternative SC-WW3A	Remove Lift Station 19B	No	Yes
Alternative SC-WW3B	Cluster of Lift Stations 19, 19B, and 20 Improvements	No	TBD – Mapping/hydraulic modeling required prior to assessing feasibility

## 7.2 CONSTRUCTION PHASE COST ESTIMATES

A comparison of the preliminary construction phase cost opinions for the three alternatives is provided in Table 15. Per the draft Clean Water State Revolving Fund Intended Use Plan for FY2023-2024, the maximum grant per service connection is \$45,000. SCSD has approximately 2,780 active service connections. Construction phase costs include construction costs and non-construction costs, such as project management/administration, field stormwater inspection, engineer's assistance during construction, environmental monitoring, permitting, legal and administrative, construction staking, construction management, materials and compaction testing, and preparing record drawings. Detailed breakdowns of the preliminary construction phase cost opinions are included in **Exhibit 9**.

Table 15 – Preliminary Construction Phase Cost Estimates

Project Component Alternatives	Construction Phase Cost
Alternative DS-FM3 - 6-inch Replacement of Existing Forcemain from Lift Station 2	\$ 5,136,000
Alternative DS-WW1 - Lift Station 2 Improvements	\$ 422,000
Alternative SC-FM2: 8-inch Forcemain Replacement for Lift Station 16	\$ 3,774,000
Alternative SC-WW1 - Lift Station 16 Improvements	\$ 482,000
Alternative SC-WW2 - Manhole Improvements Downstream of Lift Station 16's Force Main Discharge	\$ 238,000
Alternative SC-WW3A - Remove Lift Station 19B	\$ 111,000
Alternative SC-FM4: 6-inch and 8-inch Forcemain Improvements for Lift Stations 22 and 24	\$ 2,662,000
Design Finalization & Geotechnical Investigation	\$ 80,000

Bidding/Advertising	\$ 20,000
Labor Compliance	\$ 15,000
OMB Single Audit (A-133)	\$ 22,000
Total, Including all Project Component Alternatives	\$ 12,962,000
Estimated Cost Per Service Connection	\$ 4,663

## 7.3 STATE PLANNING PRIORITIES

This project supports the State of California's sustainable water resource management priorities because the replacement of aging pipelines prone to breaks will reduce frequency of wastewater spills that impact the environment.

## 8.0 SELECTED CONSTRUCTION PROJECT

### 8.1 RECOMMENDED PROJECT

SCSD – to provide direction on which alternatives would like to proceed

### 8.2 CONSTRUCTION CONSIDERATIONS AND EASEMENTS

Will be included in future draft, depending on alternatives selected by SCSD

### 8.3 ENVIRONMENTAL IMPACTS

Will be included in future draft, depending on alternatives selected by SCSD

### 8.4 POTENTIAL PERMITS AND REQUIRED NOTIFICATIONS

Will be included in future draft, depending on alternatives selected by SCSD



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