



**Notice of Regular Meeting**  
**Oceano Community Services District - Board of Directors Agenda**  
WEDNESDAY, August 09, 2017 – 5:30 P.M.  
Oceano Community Services District Board Room  
1655 Front Street, Oceano, CA

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

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

1. CALL TO ORDER:
2. ROLL CALL:
3. FLAG SALUTE:
4. AGENDA REVIEW:
5. CLOSED SESSION:
  - A. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,
  - B. Pursuant to Government Code §54956.9 (d)(2): Conference with District Counsel regarding anticipated litigation. Number of cases: two (2).

6. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: **(NOT BEGINNING BEFORE 6:00 PM)**

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

7. SPECIAL PRESENTATIONS & REPORTS:

A. STAFF REPORTS:

- i. Operations - Field Supervisor Tony Marraccino
- ii. FCFA Operations - Chief Steve Lieberman
- iii. OCSD General Manager – Paavo Ogren
- iv. Sheriff's South Station - Commander Stuart MacDonald

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. Director Angello
- ii. Director Brunet
- iii. President White
- iv. Vice President Austin
- v. Director Coalwell

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

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

8. CONSENT AGENDA ITEMS:

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

- A. Review and Approval of Minutes for the Regular Meeting on July 26, 2017
- B. Review and Approval of Cash Disbursements

9. BUSINESS ITEMS:

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

- A. Introduction of discussions on developing a Water Transfer Policy and Conformity with Measure B-12 (2012) requiring voter approval for permanent water sales.
- B. Consideration of a recommendation to select a proposal on preparing a utility yard site plan with a budget adjustment in the amount of \$25,000.
- C. Discussion of transition planning for the District's General Management.
- D. Consideration of a recommendation to authorize the Board President to approve a purchase order to replace a damaged fire hydrant and repair related damages on 20th Court.

10. HEARING ITEMS:

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

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

14. FUTURE HEARING ITEMS: Final Budgets August 23; Water Rates Reduction October 11

15. ADJOURNMENT:

AGENDA ADDENDUM MATERIALS:

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

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

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



# Oceano Community Services District

## Summary Minutes

Regular Meeting Wednesday, July 26, 2017 – 5:30 P.M.

Oceano Community Services District Board Room

1655 Front Street, Oceano, CA

1. **CALL TO ORDER:** at 5:30 p.m. by President White
2. **FLAG SALUTE:** led by President White
3. **ROLL CALL:** Board members present Director Angello, Director Coalwell, President White. Also present, General Manager Paavo Ogren, District Legal Counsel Jeff Minnery, Business and Accounting Manager Carey Casciola and Board Secretary Celia Ruiz. Vice President Austin arrived at 6:30pm. Board member absent Director Brunet.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **CLOSED SESSION:** was entered at approximately 5:31pm. Open session was resumed at approximate 6:45pm  
No public comment  
**Pursuant to Government Code §54957: Performance evaluation – General Manager**  
Reportable action: GM received exemplary review  
Vice President Austin arrived at 6:30pm
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**  
Public comment was received by Mary Lucey.
7. **SPECIAL PRESENTATIONS & REPORTS:**
  - a. **STAFF REPORTS:**
    - i. Operations - Field Supervisor Tony Marraccino reported 6 work orders, 7 USA's, 6 service orders, 3 after hour call out, fire hydrant hit on 20<sup>th</sup> Ct., sewer jetting, fire flow for elementary, 17<sup>th</sup> St water meter relocation, meter reads, new handhelds, door hangers, lock offs.
    - ii. FCFA - Chief Steve Lieberman – None
    - iii. OCSD General Manager Paavo Ogren – mentioned fire hydrant hit on 20<sup>th</sup> Ct. contacted County about road repair, power outage scheduled by PG&E.
    - iv. Sheriff's South Station - Commander Stewart MacDonald – None
  - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
    - i. Director Angello - None
    - ii. Director Brunet – Absent
    - iii. President White – reported on Homeless Task Force Meeting
    - iv. Vice President Austin – reported on SSLOCSD
    - v. Director Coalwell – reported on FCFA
  - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**  
No public comment.

8 CONSENT AGENDA:	ACTION:
a. Review and Approval of Minutes for the Regular Meeting on July 12, 2017	After an opportunity for public comment and brief Board discussion, staff recommendations were approved as amended in Item 8b with the removal of State Comp Insurance in the amount of \$ 4,975.18, decreasing the disbursements amount to \$ 337,130.14 with a motion from Director Coalwell, a second by Director Angello and a 4-0 vote. No public comment.
b. Review and Approval of Cash Disbursements	

<b>9 A BUSINESS ITEM:</b>	<b>ACTION:</b>
Solid Waste Update and Consideration of a Recommendation to Provide Free Disposal of Large Items during the September 2017 Clean-Up Week	After an opportunity for public comment and brief Board discussion, staff recommendations were approved to allow up to 5 items for free with a motion from Vice President Austin, a second by Director Coalwell and a 4-0 vote. Public comment was received by Mary Lucey.

<b>9 B BUSINESS ITEM:</b>	<b>ACTION:</b>
Consideration of Recommendations to Approve Resolutions Adopting Guidelines for the California Environmental Quality Act and Authorizing the General Manager to enter into Environmental Processing Agreements with the San Luis Obispo County Department of Public Works	After an opportunity for public comment and brief Board discussion, staff recommendations were approved to adopt the resolution on Guidelines for the California Environmental Quality Act with a motion from Director Coalwell, a second by President White and a 4-0 roll call vote. A second motion to authorize the General Manager to enter an agreement with the San Luis Obispo County Department of Public Works with a motion from Director Coalwell, a second by Vice President Austin and a roll call vote. No public comment.

<b>10 HEARING ITEM:</b>	<b>ACTION:</b>
Consideration of recommendations to approve a resolution amending and restating Resolution 2014-15 which established water use regulations during the drought, and to schedule a hearing on October 11, 2017 to consider recommendations on water rate reductions	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Coalwell, a second by Director Angello and a 4-0 roll call vote. No public comment.

11. **RECEIVED WRITTEN COMMUNICATIONS:** None
12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** None
13. **FUTURE AGENDA ITEMS:** District Policies Continued; Professional Service Proposals; Roles and Responsibilities with Related Agencies; Emergency Generator.
14. **FUTURE HEARING ITEMS:** Final Budgets August 23; Water Rates Reduction October 11
15. **ADJOURNMENT:** at approximately 7:38 pm



# Oceano Community Services District

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

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

**Date:** August 9, 2017

**To:** Board of Directors

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

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

## Recommendation

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

## Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence 56393-56419	Amounts
<b><u>Disbursements Requiring Board Approval prior to Payment:</u></b>		
Regular Payable Register – paid 08/09/17	56402 - 56419	\$13,908.55
Subtotal:		\$13,908.55
<b><u>Reoccurring Payments for Board Review (authorized by Resolution 2016-07):</u></b>		
Payroll Gross Wages - period ending 07/22/2017	N/A	\$27,826.82
Reoccurring Health/Benefits – paid 07/26/2017	56393 - 56396	\$5,919.52
Reoccurring Utility Disbursements – paid 07/26/2017	56397 - 56401	\$5,413.89
Subtotal:		\$39,160.33
<b>Grand Total:</b>		<b>\$53,068.78</b>

**Other Agency Involvement:** n/a

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

## Results

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

8/04/2017 10:25 AM  
 COMPANY: 99 - POOLED CASH FUND  
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING  
 TYPE: All  
 STATUS: All  
 FOLIO: All

CHECK RECONCILIATION REGISTER

PAGE: 1  
 CHECK DATE: 0/00/0000 THRU 99/99/9999  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 056402 THRU 056419

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	8/04/2017	CHECK	056402	TYLER TECHNOLOGIES	2,552.56CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056403	PETTY CASH	2.59CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056404	WHITE, KAREN M.	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056405	MARK SCHWIND ELECTRIC INC.	880.00CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056406	ARAMARK	121.00CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056407	CENTRAL COAST TECHNOLOGY CONSU	316.06CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056408	COALWELL, JAMES	300.00CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056409	GSI WATER SOLUTIONS, INC.	420.36CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056410	JOHN CHRISTIE	894.77CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056411	MAURICE MONTOYA	1,067.50CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056412	CITY OF ARROYO GRANDE	4,853.62CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056413	J.B. DEWAR, INC.	147.01CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056414	FERGUSON ENTERPRISES, INC #135	224.43CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056415	QUILL CORPORATION	451.40CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056416	CARQUEST AUTO PARTS	12.89CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056417	USA NORTH 811	612.24CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056418	UNITED RENTALS (NORTH AMERICA)	320.50CR	OUTSTND	A	0/00/0000
1-1001-000	8/04/2017	CHECK	056419	EMPLOYMENT DEVELOPMENT DEPARTM	531.62CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	13,908.55CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

## Payroll Summary Report

### Board of Directors - Agenda Date August 9, 2017

<u>Gross Wages</u>	7/8/2017	7/22/2017
Regular	\$21,609.40	\$23,314.47
Overtime Wages	\$547.12	\$790.78
Stand By	\$700.00	\$700.00
Gross Wages	<u>\$22,856.52</u>	<u>\$24,805.25</u>
<u>Disbursements</u>		
Net Wages	\$16,149.17	\$19,024.79
State and Federal Agencies	\$5,145.17	\$5,615.78
CalPERS - Normal	\$3,147.76	\$3,186.25
CalPERS UAL (Annual Unfunded Liability Payment)	\$28,490.00	\$0.00
Total Disbursements processed with Payroll	<u>\$52,932.10</u>	<u>\$27,826.82</u>
Health & Other (Disbursed with reoccurring bills)	\$2,481.01	\$3,950.59
Total District Payroll Related Costs	<u>\$55,413.11</u>	<u>\$31,777.41</u>

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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 056393 THRU 056396

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	7/26/2017	CHECK	056393	THE LINCOLN NATIONAL LIFE INSU	1,010.14CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056394	VSP VISION	105.80CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056395	SEIU LOCAL 620	143.44CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056396	ANTHEM BLUE CROSS	4,660.14CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	5,919.52CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	5,919.52CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
 CLEAR DATE: 0/00/0000 THRU 99/99/9999  
 STATEMENT: 0/00/0000 THRU 99/99/9999  
 VOIDED DATE: 0/00/0000 THRU 99/99/9999  
 AMOUNT: 0.00 THRU 999,999,999.99  
 CHECK NUMBER: 056397 THRU 056401

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	7/26/2017	CHECK	056397	RABOBANK EQUIPMENT LEASE	755.60CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056398	ADVANTAGE ANSWERING PLUS, INC	169.44CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056399	PACIFIC GAS & ELECTRIC	4,366.32CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056400	THE GAS COMPANY	35.13CR	OUTSTND	A	0/00/0000
1-1001-000	7/26/2017	CHECK	056401	STANLEY CONVERGENT SECURITY SO	87.40CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	5,413.89CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	5,413.89CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



## Oceano Community Services District

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

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

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**Date:** August 9, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(A): Introduction of discussions on developing a Water Transfer Policy and Conformity with Measure B-12 (2012) requiring voter approval for permanent water sales.**

### **Recommendation**

It is recommended that your Board discuss developing a Water Transfer Policy and Conformity with Measure B-12 (2012) and provide staff direction as you deem appropriate.

### **Discussion**

The purpose of developing a Water Transfer Policy, if deemed appropriate by your Board, has been prompted by recent requests for water service by individuals who reside outside of the boundaries of Oceano. Those requests appear to be for relatively modest amounts of water although several issues would need to be addressed by your Board and the governing board's of other agencies before the requests could be approved.

The applicant's requests provide the District with the opportunity to develop a water transfer policy, and to discuss the various issues and information that the Board would want to address in considering whether to approve a water transfer.

Currently, there are several examples of "outside users" who obtain water service from the District. In some cases, the water is conveyed through District infrastructure and directly sold to properties that lay just outside the District. In other cases, the District's water is conveyed, or "wheeled," through the infrastructure of a neighboring community to the end-user.

The details of existing District services to outside users, as well as services that Oceano customers receive from neighboring communities is not covered by this agenda item. Staff anticipates providing those details at a subsequent meeting. At this time, developing a reply to the individuals who are requesting water service for properties outside District boundaries requires policy consideration



because Measure B-12, approved by Oceano voters during the General Election of 2012, requires voter approval prior to the permanent sale of water to any entity outside the District boundaries.

### Background: Measure B-12 (2012)

On November 6, 2012, Oceano voters approved Measure B-12 with an 84.02% yes vote. The language of Measure B-12 simply asks “Must an election be held prior to any permanent sale of water to any entity outside the Oceano Community Services District?” Information relating to Measure B-12, the community petition, certification of the petition by the County Clerk, the action by the District Board of Directors to call for the election, County Counsels impartial analysis, the ballot and results are attached.

Although County Counsel’s Impartial Analysis indicated that Measure B-12 might be legally challenged based on the uncertainty of some specific issues and law, the policy considerations attached presume that Measure B-12 is legally valid. The policy recommendation to presume legal validity would recognize the fact that the measure was overwhelmingly approved by voters.

### Policy Considerations

A number of different examples exist that could result in a request for water from the District by an entity outside District boundaries. The most recent examples are requests from individuals whose properties are on the fringe of Arroyo Grande along Lopez Lake Drive where infrastructure of the City currently exists. Another example could be new development within the boundaries of a neighboring agency that may not have sufficient supplies until additional water resources are obtained from, for example, the Regional Groundwater Sustainability Project.

In both examples, and others that could be envisioned, if the request is for a permanent supply of water, Oceano voter approval will be required. Attached are policy considerations that are intended to cover examples where a permanent transfer would require voter approval and non-permanent transfers that would not require voter approval.

Since the current requests would require approval by the City of Arroyo Grande and the San Luis Obispo County Local Agency Formation Commission (LAFCo), the benefit of developing a Water Transfer Policy by your Board is that it would provide applicants and other agencies with the general terms and conditions that the District would consider in transferring (selling) water. Other issues can arise in any particular situation. For example, water service on fringe areas next to cities can often create land use and land development issues and could prompt discussions on whether the property



should be annexed to the city. Some of these issues are the jurisdiction of LAFCo and other jurisdictions. As such, they have not been addressed in the attached policy considerations. Nevertheless, your Board may want to understand the various details relating to the end-use of the water supply on a case-by-case basis and staff will provide that information in specific situations that your Board may consider in the future.

### **Other Agency Involvement**

The San Luis Obispo County Clerk's office conducted the general election in November 2012; ballot information and the results of the election which are attached were obtained from the County website.

No other agencies are directly involved in this agenda item although consideration and approval of the recent requests on the fringe of Arroyo Grande would require approval by the City of Arroyo Grande and LAFCo. Staff has communicated with both agencies and it is understood that this agenda item has been established for discussion purposes, and not to act on the recent requests.

### **Other Financial Considerations**

The current cost of considering a water transfer policy are negligible. Developing historical cost information on State Water and Lopez Water may result in significant work depending on Board direction.

### **Results**

Considering a water transfer policy consistent with Measure B-12 helps to promote a well-governed community

#### Attachments:

- Water Transfer Policy Considerations
- Information relating to Measure B-12



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**DRAFT WATER TRANSFER POLICIES – FOR DISCUSSION PURPOSES ONLY**

**August 9, 2017**

- 1) Whether a request for water is permanent or non-permanent, the applicant should be required to execute a cost reimbursement agreement and pay 100% of District costs in replying to the request, the costs associated with an election for permanent transfer, whether the request is ultimately approved or not.
- 2) Permanent transfer shall follow the procedural requirements established with the approval of Measure B-12.
- 3) Non-permanent transfers should require consistency with the same standards established in the petition leading to Measure B-12:
  - a) All details of any proposed sale, including impacts, shall be presented in a report prepared by a registered professional engineer and a certified public accountant.
  - b) A public hearing on the proposed sale shall be not less than 60 days after the Board of Directors receives and files the final report on a regular agenda; and,
    - i) The Board of Directors schedules the specific date of the public hearing to consider approving the proposed water transfer.
    - ii) The District posts the Final Report on its website at least 60 days prior to the public hearing.
    - iii) The District publishes a notice of the public hearing in a newspaper of general circulation in accordance with Government Code Section \_\_\_ including a statement that a Final Report on the proposed water transfer is available for public review.
    - iv) Determinations that may be required pursuant to the California Environmental Quality Act (CEQA) may be made by the Board of Directors at such time that the Final Report is submitted for Board review, or at such time that the Board considers approval of the Water Transfer, or at such other time that is consistent with both the Water Transfer request and the requirements of CEQA.
    - v) Obtaining approvals from others, including permits, shall be the sole responsibility of the applicant requesting water from the District.
- 4) In the Final Report, the engineer shall, at a minimum, provide an evaluation of the following:



## Oceano Community Services District

Board of Directors Meeting

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- a) The District's current water sources and the amount of water available from each supply.
- b) The following water use data for the District:
  - i) Water production and quantities sold, for the current year and each of the prior five (5) years.
  - ii) The estimated production and water demand at community build-out, or, over such period of time that matches the request for water if on a non-permanent basis.
  - iii) The estimated District supply that may be available to transfer.
- 5) In the Final Report, the certified public accountant shall, at a minimum, provide a report on procedures agreed upon with the District to evaluate:
  - a) The District's estimated cost of making water available to the applicant whether the applicant uses the water or not.
  - b) The current value of historical costs the District has incurred to secure the water supply that would be transferred for the applicants use.
- 6) In the agreement between the District and the applicant, and other agencies as may be applicable, the Board of Directors shall include provisions for reimbursement of the following:
  - a) Historical costs incurred by the District to the extent the Board deems practical.
  - b) The District's estimated cost of making water available to the applicant whether the applicant uses the water or not.
  - c) Other consideration that the Board of Directors may deem appropriate based on the facts and circumstances of the situation.



# Oceano Community Services District

1655 Front Street, P. O. Box 599, Oceano, CA 93445 (805) 481-6730 FAX (805) 481-6836

## OCEANO COMMUNITY SERVICES DISTRICT RESOLUTION NO.: 2012-03

### A RESOLUTION CALLING FOR PLACEMENT OF AN INITIATIVE MEASURE REQUIRING THAT AN ELECTION SHALL BE HELD PRIOR TO ANY SALE OF WATER ON A PERMANENT BASIS

**WHEREAS**, Elections Code § 9301 allows for any proposed ordinance to be submitted to the District by filing an initiative petition with the county elections official; and

**WHEREAS**, the initiative petition For The Enactment Of An Ordinance By The Oceano Community Services District Requiring That An Election Shall Be Held Prior To Any Sale Of Water On A Permanent Basis was filed with the county elections official on January 24<sup>th</sup>, 2011 (Petition attached hereto as Attachment 1); and

**WHEREAS**, the Elections Division of the County Clerk-Recorder's Office conducted a random sample verification of the signatures on that petition, and determined that the number of valid signatures was more than the number required to certify the petition; and

**WHEREAS**, on February 23, 2011 the County Clerk-Recorder presented a certificate of sufficiency to the OCSD Board of Directors for the petition; and

**WHEREAS**, pursuant to Elections Code § 9311, the OCSD Board of Directors has decided to submit to the voters of Oceano the question of whether to require an election before making any sale of water on a permanent basis; and

**WHEREAS**, pursuant to Elections Code § 1405(b) the election for a local initiative that qualifies pursuant to Elections Code § 9311 shall be held at the next statewide election occurring not less than 88 days after the date of the order of election; and

**WHEREAS**, the next statewide election date after the order is the General Election on November 6, 2012;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the Board of Directors of the Oceano Community Services District, as follows:

1. The question of whether to require an election before making any sale of water on a permanent basis, as set forth in Attachment 1, will be placed on the November 6, 2012 General Election ballot as follows:

OCEANO COMMUNITY SERVICES DISTRICT ORDINANCE NO. _____	YES
Must an election be held prior to any permanent sale of water to any entity outside the Oceano Community Services District?	NO

2. The full text of the measure will not be printed in the sample ballot booklet. The full text will be posted on the OCSD website and on the County Clerk-Recorder's website, and a copy of the full text will be mailed to any voter upon request. The statements required by Election Code § 9313 shall be printed in the sample ballot booklet.

On motion by President Guerrero, seconded by Director Hurdle, and carried on the following roll call vote, to wit:

**AYES:** President Guerrero, Director Hurdle, Director Angello, VP Lucey

**NOES:**


**ABSENT:** Director Searcy

**ABSTAIN:**

the foregoing Resolution is hereby passed and adopted this 9th day of May, 2012.

ATTEST:

  
 \_\_\_\_\_  
 MATTHEW GUERRERO, PRESIDENT

  
 \_\_\_\_\_  
 TOM GEASLEN, DEPUTY BOARD SECRETARY



ATTACHMENT 1

AN INITIATIVE MEASURE FOR THE ENACTMENT OF AN ORDINANCE BY THE OCEANO COMMUNITY SERVICES DISTRICT

AN ORDINANCE OF THE BOARD OF DIRECTORS REQUIRING THAT AN ELECTION SHALL BE HELD PRIOR TO ANY SALE OF WATER ON A PERMANENT BASIS.

WHEREAS, Oceano's water supply is of critical importance to the welfare, sustainability and growth of Oceano; and WHEREAS, the ratepayers of the district should be included in decisions of this magnitude;

NOW, THEREFORE BE IT ORDAINED, by the Board of Directors of the Oceano Community Services District as follows:

An election shall be held prior to any permanent sale of water to any entity outside the Oceano Community Services District. All details of any proposed sale including impacts to Oceano, shall be presented in a report prepared by a registered water engineer and a certified public accountant. The conclusions of these reports shall be mailed to every registered voter residing in the district no later than 60 days prior to the election.

NOTICE OF INTENTION TO CIRCULATE AN INITIATIVE PETITION

Notice is hereby given of the intention of the persons whose names appear hereon of their intention to circulate the petition with Oceano Community Services District for the purpose of enactment of an ordinance by the District. A statement of the reasons for the proposed action as contemplated in the petition is as follows.

STATEMENT

This initiative is in response to the recent and continuing actions of the OCSD Board regarding the permanent sale of water to developers and entities outside Oceano. These sales are putting Oceano's future growth and sustainability at risk.

Oceano has 1,503AF (acre feet) of reliable water. Oceano currently uses 900AF. Oceano's future demand at present is 1,418AF. The Board is currently proposing water sales of 450AF. This results in a future shortage of 365AF. (Source: OCSD Water Master Plan published in 2009) Equally troubling, the Board is pushing these sales through as quickly as possible without any staff reports or impact studies and without the input of the District's Engineer.

The ratepayers have been paying for these water supplies for years through their bi-monthly water bills. Oceano ratepayers should have the right to be fully informed and the right to vote on water sales that affect our future.

- Greg Jenkins /s/.....1921 Wilmar Ave, Oceano CA 93445
Terry Sweetland /s/.....363 McCarthy Ave, Oceano CA 93445
Pamela Dean /s/.....1921 Wilmar Ave, Oceano Ca 93445
Cathy Young /s/.....1832 Tierra Nueva Lane, Oceano CA 93445
William Smith /s/.....649 Truman, Oceano CA 93445

NOTICE TO PUBLIC
THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK

Form with two rows for signature gathering. Each row includes fields for Name, Signature, Residence Address Only, City, and Zip, and a space for a signature. A header note states: 'All Signers of this petition must be registered to vote in the Oceano Community Services District (Official Use Only)'

All Signers of this petition must be registered to vote in the Oceano Community Services District (Official Use Only)

03. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
04. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
05. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
06. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
07. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
08. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
09. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	
10. Print Your Name ..... Signature ..... Residence Address Only ..... City ..... Zip .....	

**DECLARATION OF CIRCULATOR** (To be completed in circulator's own hand after the above signatures have been obtained)

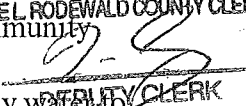
I, ....., (Print Your Full Name) declare;  
 My residence address is ..... (Number, Street and City)  
 And I am a registered voter in the ..... (Name of District) I personally circulated this petition section and witnessed each of the appended signatures being written on the petition and to the best of my information and belief, each signature is the genuine signature of the person whose name it purports to be and the appended signatures were obtained between the dates of .....(Month, Day, Year) and .....(Month, Date, Year). I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on .....(Month, Day, Year) at .....(Place of Signing)  
 Signature of Circulator.....(First, Middle Name or Initial, Last Name)

**ACTIVITY SCHEDULE FOR OCEANO CSD INITIATIVE PETITION MEASURE  
Election Code §9316**

<b>February 23, 2011</b> EC§9309	County Clerk-Recorder presents certificate of sufficiency of the petition to Oceano CSD Board for action.
<b>May 9, 2012</b> EC §9310	Governing Board adopts resolution calling for and placing the measure on the General Election ballot. The resolutions must contain the FULL TEXT OF THE MEASURE and the EXACT FORM OF THE QUESTION as it is to appear on the ballot. The question cannot exceed 75 words. If the question is the Full Text of the Measure, this needs to be stated in the resolution. File the original resolution with the Elections Official
<b>May 16, 2012</b> EC §9316	<b>BY THIS DATE</b> the Elections Official shall send the Notice Calling for Submission of arguments FOR or AGAINST the measure to be published.
<b>June 15, 2012</b> EC Sec 9315-9316, 9600-9601	<b>PRIMARY ARGUMENTS DUE</b> - File with the County Elections Official. <b>LAST DAY</b> for submitter(s) to change or withdraw Primary Arguments. Arguments cannot exceed 300 words.
<b>June 15, 2012</b> EC § 9313	<b>IMPARTIAL ANALYSIS DUE</b> from County Counsel
<b>June 16- June 25, 2012</b> EC § 9380, 9509	<b>PUBLIC EXAMINATION PERIOD</b> – Measure question, Primary Arguments & Impartial Analysis.
<b>June 29, 2012</b> EC § 9317, 9600-9601	<b>REBUTTAL ARGUMENTS DUE</b> - File with the County Elections Official. <b>LAST DAY</b> for submitter(s) to change or withdraw Rebuttal Arguments. Rebuttal arguments cannot exceed 250 words.
<b>June 30-July 9</b> EC § 9380, 9509	<b>PUBLIC EXAMINATION PERIOD</b> - For Rebuttals Only.

**FILED**

**JUN 15 2012**

JULIE L. RODEWALD COUNTY CLERK  
  
DEPUTY CLERK

**IMPARTIAL ANALYSIS OF MEASURE B-12**

This measure will determine whether the Board of Directors of the Oceano Community Services District (“the Board”) shall be required to hold an election prior to the sale of any water to an entity residing outside of the jurisdictional boundaries of the Oceano Community Services District (“OCSD”).

This measure is proposed by an initiative petition. The statement of the measure indicates that one primary purpose of the measure is to provide the OCSD rate payers with the right to be fully informed about water supply contracts which may affect the water supply available to the OCSD, and to provide the rate payers with the right to vote on water sales that may affect their future.

Approval of the measure would enact an ordinance requiring that an election be held prior to any permanent sale of water to any entity residing outside the jurisdictional boundaries of the OCSD. The ordinance will require that all details of any proposed sale, including impacts to Oceano, shall be presented in a report prepared by a registered water engineer and a certified public accountant. Under the terms of the measure, the report must be mailed to every registered voter residing in the District no later than 60 days prior to the election.

The measure does not specify the exact question that shall be posed to the voters of the District if an election is required by the measure. From the stated purpose, County Counsel presumes that the question would be something to the following effect: Whether the Board of the OCSD shall sell water to [a specific entity], which entity resides outside of the jurisdictional boundaries of the OCSD.

The OCSD has three sources of water supply: ground water; water received from Lake Lopez, which is governed by a contract with the San Luis Obispo Flood Control and Water Conservation District (SLOFCWCD); and state water, which is also governed by a contract

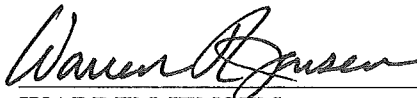
between the SLOFCWCD and the OCSD. It is unclear from the measure whether the measure is intended to apply to all water supply sources. If so, the measure may conflict with provisions of those contracts governing the authority of the OCSD to sell water outside of the boundaries of the OCSD.

The measure may be subject to legal challenge on one or more grounds, including that it is beyond the power of the electorate to enact because the legislature has delegated to community services district governing boards the power to sell water and, additionally, because the matter of who or which entity the OCSD may contract with to sell water is an administrative matter not within the initiative power of the voters.

A "Yes" vote on this measure is a vote in favor of requiring that an election be held prior to any permanent sale of water to any entity outside the OCSD.

A "No" vote on this measure is a vote against requiring that an election be held prior to any permanent sale of water to any entity outside the OCSD.

Word Count: 497

  
WARREN JENSEN  
County Counsel

6kwmsc.doc

**OFFICIAL BALLOT  
NOVEMBER 6, 2012 CONSOLIDATED GENERAL ELECTION  
SAN LUIS OBISPO COUNTY, CALIFORNIA**

**INSTRUCTIONS TO VOTERS:**

To vote, fill in the oval like this:  Vote both sides of the card.

To vote for the candidate of your choice, fill in the OVAL next to the candidate's name. Do not vote for more than the number of candidates allowed (i.e. vote for no more than Two). To vote for a qualified write-in candidate, write in the candidate's full name on the Write-In line and fill in the OVAL next to it. To vote on a measure, fill in the OVAL next to the word "Yes" or the word "No". If you tear, deface or wrongly mark this ballot, return it to the Elections Official and get another.

**PARTY-NOMINATED OFFICES**

The party label accompanying the name of a candidate for party-nominated office on the general election ballot means that the candidate is the official nominee of the party shown.

**VOTER-NOMINATED AND NONPARTISAN OFFICES**

All voters, regardless of the party preference they disclosed upon registration, or refusal to disclose a party preference, may vote for any candidate for a voter-nominated or nonpartisan office. The party preference, if any, designated by a candidate for a voter-nominated office is selected by the candidate and is shown for the information of the voters only. It does not imply that the candidate is nominated or endorsed by the party or that the party approves of the candidate. The party preference, if any, of a candidate for a nonpartisan office does not appear on the ballot.

**PRESIDENT AND VICE-PRESIDENT**

Vote for One

- |                       |   |                      |
|-----------------------|---|----------------------|
| <input type="radio"/> | <b>GARY JOHNSON</b><br>For President        | Libertarian          |
|                       | <b>JAMES P. GRAY</b><br>For Vice-President  |                      |
| <input type="radio"/> | <b>ROSEANNE BARR</b><br>For President       | Peace and Freedom    |
|                       | <b>CINDY SHEEHAN</b><br>For Vice-President  |                      |
| <input type="radio"/> | <b>BARACK OBAMA</b><br>For President        | Democratic           |
|                       | <b>JOSEPH BIDEN</b><br>For Vice-President   |                      |
| <input type="radio"/> | <b>JILL STEIN</b><br>For President          | Green                |
|                       | <b>CHERI HONKALA</b><br>For Vice-President  |                      |
| <input type="radio"/> | <b>THOMAS HOEFLING</b><br>For President     | American Independent |
|                       | <b>ROBERT ORNELAS</b><br>For Vice-President |                      |
| <input type="radio"/> | <b>MITT ROMNEY</b><br>For President         | Republican           |
|                       | <b>PAUL RYAN</b><br>For Vice-President      |                      |

Write-in \_\_\_\_\_

**UNITED STATES SENATOR**

**UNITED STATES SENATOR**

Vote for One

- |                       |   |
|-----------------------|---|
| <input type="radio"/> | <b>DIANNE FEINSTEIN</b><br>Party Preference: Democratic<br>United States Senator            |
| <input type="radio"/> | <b>ELIZABETH EMKEN</b><br>Party Preference: Republican<br>Businesswoman/Nonprofit Executive |

**UNITED STATES REPRESENTATIVE**

**UNITED STATES REPRESENTATIVE  
24th District**

Vote for One

- |                       |  |
|-----------------------|--|
| <input type="radio"/> | <b>LOIS CAPPS</b><br>Party Preference: Democratic<br>Congresswoman/Nurse       |
| <input type="radio"/> | <b>ABEL MALDONADO</b><br>Party Preference: Republican<br>Farmer/Business Owner |

**STATE SENATOR**

**STATE SENATOR**

**17th District**

Vote for One

- |                       |  |
|-----------------------|--|
| <input type="radio"/> | <b>LARRY BEAMAN</b><br>Party Preference: Republican<br>School Board Member |
| <input type="radio"/> | <b>BILL MONNING</b><br>Party Preference: Democratic<br>Assemblymember      |

**MEMBER OF THE STATE ASSEMBLY**

**MEMBER OF THE STATE ASSEMBLY**

**35th District**

Vote for One

- |                       |   |
|-----------------------|---|
| <input type="radio"/> | <b>K.H. "KATCHO" ACHADJIAN</b><br>Party Preference: Republican<br>Small Businessman/Assemblyman |
| <input type="radio"/> | <b>GERALD "GERRY" MANATA</b><br>Party Preference: Democratic<br>City Transportation Employee    |

**SCHOOL**

**SAN LUIS OBISPO COMMUNITY  
COLLEGE DISTRICT**

**GOVERNING BOARD MEMBER  
TRUSTEE AREA NO. 2**

Vote for One

- |                       |  |
|-----------------------|--|
| <input type="radio"/> | <b>BARBARA GEORGE</b><br>Retired Educator            |
| <input type="radio"/> | <b>DAVID MARK BALDWIN</b><br>Business Representative |
| <input type="radio"/> | Write-in _____                                       |

**LUCIA MAR UNIFIED SCHOOL  
DISTRICT**

**GOVERNING BOARD MEMBER  
TRUSTEE AREA NO. 1  
TWO YEAR TERM**

Vote for One

- |                       |   |
|-----------------------|---|
| <input type="radio"/> | <b>DEREK G. CARNES</b><br>Parent/Administrative Assistant |
| <input type="radio"/> | <b>JEFFREY W. STEIN</b><br>Community College Instructor   |
| <input type="radio"/> | <b>CHAD ROBERTSON</b><br>Business Owner/Paramedic         |
| <input type="radio"/> | Write-in _____  |

**GOVERNING BOARD MEMBER  
TRUSTEE AREA NO. 2  
FOUR YEAR TERM**

Vote for One

- |                       |  |
|-----------------------|--|
| <input type="radio"/> | <b>EDITH "EDIE" CAJAS</b><br>Retired School Employee |
| <input type="radio"/> | <b>CATHY SPRINGFORD</b><br>Real Estate Broker        |
| <input type="radio"/> | <b>MIKE FULLER</b><br>Businessman                    |
| <input type="radio"/> | <b>VICKI MEAGHER</b><br>Retired Teacher              |
| <input type="radio"/> | Write-in _____                                       |

**WHEN FINISHED VOTING ON THIS SIDE, TURN BALLOT OVER TO CONTINUE**

<b>DISTRICT</b>
<b>PORT SAN LUIS HARBOR DISTRICT</b>
<b>COMMISSIONER</b> Vote for no more than Three
<input type="radio"/> <b>KAREN HIATT</b> Retired Customs Executive <input type="radio"/> <b>DAVID KIRK</b> Farmer/Commercial Fisherman <input type="radio"/> <b>JULIAN J. VARELA</b> Business Owner/Educator <input type="radio"/> <b>MARQUIS "MARQ" MILLER</b> Business Owner <input type="radio"/> <b>MARY MATAKOVICH</b> Appointed Commissioner/Educator <input type="radio"/> <b>BILL BARROW</b> Commercial Fisherman <input type="radio"/> <b>MARK BURNES</b> Real Estate Broker <input type="radio"/> <b>JIM BLECHA</b> Harbor Commissioner/Biologist <input type="radio"/> Write-in <input type="radio"/> Write-in <input type="radio"/> Write-in
<b>OCEANO COMMUNITY SERVICES DISTRICT</b>
<b>DIRECTOR</b> TWO YEAR TERM Vote for One
<input type="radio"/> <b>RICK SEARCY</b> Retired Construction Worker <input type="radio"/> <b>KAREN M. WHITE</b> Appointed Incumbent <input type="radio"/> Write-in
<b>MEASURES SUBMITTED TO THE VOTERS</b>
<b>STATE</b>
<b>PROPOSITION 30 - TEMPORARY TAXES TO FUND EDUCATION. GUARANTEED LOCAL PUBLIC SAFETY FUNDING. INITIATIVE CONSTITUTIONAL AMENDMENT.</b> Increases taxes on earnings over \$250,000 for seven years and sales taxes by ¼ cent for four years, to fund schools. Guarantees public safety realignment funding. Fiscal Impact: Increased state tax revenues through 2018-19, averaging about \$6 billion annually over the next few years. Revenues available for funding state budget. In 2012-13, planned spending reductions, primarily to education programs, would not occur. <input type="radio"/> YES <input type="radio"/> NO
<b>PROPOSITION 31 - STATE BUDGET. STATE AND LOCAL GOVERNMENT. INITIATIVE CONSTITUTIONAL AMENDMENT AND STATUTE.</b> Establishes two-year state budget. Sets rules for offsetting new expenditures, and Governor budget cuts in fiscal emergencies. Local governments can alter application of laws governing state-funded programs. Fiscal Impact: Decreased state sales tax revenues of \$200 million annually, with corresponding increases of funding to local governments. Other, potentially more significant changes in state and local budgets, depending on future decisions by public officials. <input type="radio"/> YES <input type="radio"/> NO

**PROPOSITION 32 - POLITICAL CONTRIBUTIONS BY PAYROLL DEDUCTION. CONTRIBUTIONS TO CANDIDATES. INITIATIVE STATUTE.**  
 Prohibits unions from using payroll-deducted funds for political purposes. Applies same use prohibition to payroll deductions, if any, by corporations or government contractors. Prohibits union and corporate contributions to candidates and their committees. Prohibits government contractor contributions to elected officers or their committees. Fiscal Impact: Increased costs to state and local government, potentially exceeding \$1 million annually, to implement and enforce the measure's requirements.  
 YES       NO

**PROPOSITION 33 - AUTO INSURANCE COMPANIES. PRICES BASED ON DRIVER'S HISTORY OF INSURANCE COVERAGE. INITIATIVE STATUTE.**  
 Changes current law to allow insurance companies to set prices based on whether the driver previously carried auto insurance with any insurance company. Allows proportional discount for drivers with some prior coverage. Allows increased cost for drivers without history of continuous coverage. Fiscal Impact: Probably no significant fiscal effect on state insurance premium tax revenues.  
 YES       NO

**PROPOSITION 34 - DEATH PENALTY. INITIATIVE STATUTE.**  
 Repeals death penalty and replaces it with life imprisonment without possibility of parole. Applies retroactively to existing death sentences. Directs \$100 million to law enforcement agencies for investigations of homicide and rape cases. Fiscal Impact: Ongoing state and county criminal justice savings of about \$130 million annually within a few years, which could vary by tens of millions of dollars. One-time state costs of \$100 million for local law enforcement grants.  
 YES       NO

**PROPOSITION 35 - HUMAN TRAFFICKING. PENALTIES. INITIATIVE STATUTE.**  
 Increases prison sentences and fines for human trafficking convictions. Requires convicted human traffickers to register as sex offenders. Requires registered sex offenders to disclose Internet activities and identities. Fiscal Impact: Costs of a few million dollars annually to state and local governments for addressing human trafficking offenses. Potential increased annual fine revenue of a similar amount, dedicated primarily for human trafficking victims.  
 YES       NO

**PROPOSITION 36 - THREE STRIKES LAW. REPEAT FELONY OFFENDERS. PENALTIES. INITIATIVE STATUTE.**  
 Revises law to impose life sentence only when new felony conviction is serious or violent. May authorize re-sentencing if third strike conviction was not serious or violent. Fiscal Impact: Ongoing state correctional savings of around \$70 million annually, with even greater savings (up to \$90 million) over the next couple of decades. These savings could vary significantly depending on future state actions.  
 YES       NO

**PROPOSITION 37 - GENETICALLY ENGINEERED FOODS. LABELING. INITIATIVE STATUTE.**  
 Requires labeling of food sold to consumers made from plants or animals with genetic material changed in specified ways. Prohibits marketing such food, or other processed food, as "natural." Provides exemptions. Fiscal Impact: Increased annual state costs from a few hundred thousand dollars to over \$1 million to regulate the labeling of genetically engineered foods. Additional, but likely not significant, governmental costs to address violations under the measure.  
 YES       NO

**PROPOSITION 38 - TAX TO FUND EDUCATION AND EARLY CHILDHOOD PROGRAMS. INITIATIVE STATUTE.**  
 Increases taxes on earnings using sliding scale, for twelve years. Revenues go to K-12 schools and early childhood programs, and for four years to repaying state debt. Fiscal Impact: Increased state tax revenues for 12 years--roughly \$10 billion annually in initial years, tending to grow over time. Funds used for schools, child care, and preschool, as well as providing savings on state debt payments.  
 YES       NO

**PROPOSITION 39 - TAX TREATMENT FOR MULTISTATE BUSINESSES. CLEAN ENERGY AND ENERGY EFFICIENCY FUNDING. INITIATIVE STATUTE.**  
 Requires multistate businesses to pay income taxes based on percentage of their sales in California. Dedicates revenues for five years to clean/efficient energy projects. Fiscal Impact: Increased state revenues of \$1 billion annually, with half of the revenues over the next five years spent on energy efficiency projects. Of the remaining revenues, a significant portion likely would be spent on schools.  
 YES       NO

**PROPOSITION 40 - REDISTRICTING. STATE SENATE DISTRICTS. REFERENDUM.**  
 A "Yes" vote approves, and a "No" vote rejects, new State Senate districts drawn by the Citizens Redistricting Commission. If rejected, districts will be adjusted by officials supervised by the California Supreme Court. Fiscal Impact: Approving the referendum would have no fiscal impact on the state and local governments. Rejecting the referendum would result in a one-time cost of about \$1 million to the state and counties.  
 YES       NO

**DISTRICT**

**OCEANO COMMUNITY SERVICES DISTRICT**

**MEASURE B-12**  
 Must an election be held prior to any permanent sale of water to any entity outside the Oceano Community Services District?  
 YES       NO

**WHEN FINISHED VOTING ON THIS SIDE, TURN BALLOT OVER TO CONTINUE**

# VOTER'S PAMPHLET INFORMATION SECTION

The Following Pages Contain Voter Information Applicable to your Ballot Which May Include Any/All of the Following Items:

- Candidates' Statements
- Ballot Measures
- Analyses
- Arguments, Pro & Con

This pamphlet section may not contain a statement for each candidate. A complete list of candidates appears on your Ballot. Each candidate's statement in this pamphlet is volunteered by the candidate and is printed at his or her expense. Each candidate's statement is printed in uniform format as submitted by the candidate.

Please note that all the statements printed in Spanish, at the candidates' request, follow the English statements for that same contest.

Arguments in support of or in opposition to the proposed laws are the opinions of the authors

## Campaign Finance Reform

Among all state legislative candidates appearing on the ballot in San Luis Obispo County, only the candidates listed below have pledged to abide by campaign spending limits as specified in the California Government Code. Candidates agreeing to the campaign spending limits also have the opportunity to have a Statement of Qualifications printed in the local sample ballot booklet, at their own expense.

### 35<sup>th</sup> Assembly District Candidates

K. H. "Katcho" Achadjian  
Gerald "Gerry" Manata

### 17<sup>th</sup> Senate District Candidates

Larry Beaman  
Bill Monning

**BT 16**



**STATEMENT OF CANDIDATE FOR  
U.S. REPRESENTATIVE, 24<sup>TH</sup> CONGRESSIONAL DISTRICT**

**LOIS CAPPS**

**Occupation:** Congresswoman, Nurse

**Education and Qualifications:** I raised my family on the Central Coast and worked as a nurse and teacher in Santa Barbara public schools. I've been honored to serve San Luis Obispo County in Congress representing your values and priorities.

That's why I have stood up for Middle Class families and voted to crack down on skyrocketing credit card fees and rate increases. It's why I voted to hold Wall Street accountable for its reckless behavior.

I know we can do more to help our economy recover. That's why I support targeted investments in infrastructure, clean energy and high tech research and development: to put people to work and promote new business. And it's why I've worked to increase financial aid to make college more affordable, so our students can compete in a competitive global marketplace.

I will continue to protect Social Security and Medicare. And I will always be a champion for our veterans and their hard-earned benefits. We must safeguard our environment, including protecting the Central Coast from more offshore oil drilling which threatens our scenic coastline, coastal economy and public health. I will continue fighting for sensible healthcare policies, including protecting a woman's right to choose, opposing efforts to block access to birth control or eliminating federal funding for Planned Parenthood. And I voted to ensure equal pay for women.

On November 6th, I would be honored to have your support so we can continue making a positive difference in people's lives.

Please visit [www.cappsforcongress.com](http://www.cappsforcongress.com) or call 805-548-8690.

---

**STATEMENT OF CANDIDATE FOR  
U.S. REPRESENTATIVE, 24<sup>TH</sup> CONGRESSIONAL DISTRICT**

**ABEL MALDONADO**

**Age: 45**

**Occupation:** Farmer, Business Owner

**Education and Qualifications:** Irresponsible deficit spending has created a \$15.5 trillion national debt and done little to improve our economy. Isn't it time we hold Washington accountable and fix the failed policies that took America backwards? To spur the economic development, Congress should enact tax credits for employers who create good paying clean jobs. It should develop new energy technologies that spur economic growth by creating good paying clean jobs. Congress should simplify the tax code so employers focus on job creation.

As a boy, I picked strawberries to help my family make ends meet. Good schools took me out of the fields and taught me how to help turn a half-acre plot of land into a family business that employs hundreds of our neighbors. Our children deserve the same kind of opportunities we enjoyed. That's why Congress must invest in education and make college more affordable. It must also strengthen Medicare and Social Security to ensure America keeps its promise to seniors.

To achieve these goals, Washington must stop the irresponsible spending that has wasted billions overseas and billions more on fraud and corruption. It must prevent future bank bailouts and take care of Main Street – not Wall Street.

It should fix a broken health care system by enacting reforms that improve the quality of care, not spend trillions we don't have and raise the cost of health care insurance premiums.

The root of America's problems is that Washington cares about Washington. Isn't it time we elect someone who cares about us?

**DECLARACIÓN DE LA CANDIDATA A  
DIPUTADA DE EE. UU., 24.º DISTRITO ELECTORAL**

**LOIS CAPPS**

**Ocupación:** Congresista, enfermera

**Educación y competencias:** Crié a mi familia en la Costa Central y trabajé como enfermera y maestra en escuelas públicas de Santa Bárbara. Ha sido un honor servir al Condado de San Luis Obispo en el Congreso representando sus valores y prioridades.

Por esa razón he defendido a las familias de clase media y he votado para tomar medidas energéticas para acabar con las tarifas que se disparan de las tarjetas de crédito y los aumentos en las tasas de interés. Por eso voté por hacer responsable a Wall Street por su comportamiento imprudente.

Sé que podemos hacer más para ayudar a nuestra economía a recuperarse. Por eso apoyo las inversiones orientadas a la infraestructura, la energía limpia, y la investigación y el desarrollo de alta tecnología: para poner a trabajar a la gente y promover nuevos negocios. Y por esta razón he trabajado para aumentar la ayuda financiera para que la universidad sea más accesible, de manera que nuestros estudiantes puedan competir en un mercado global competitivo.

Continuaré protegiendo el Seguro Social y Medicare. Y siempre seré una firme defensora de nuestros veteranos y de los beneficios que han ganado con mucho esfuerzo. Debemos salvaguardar nuestro ambiente, incluso proteger la Costa Central de la extracción marítima de petróleo que amenaza nuestra pintoresca costa, la economía de la costa y la salud pública. Continuaré luchando por políticas razonables de atención médica, incluida la protección al derecho de la mujer a decidir, oponiéndome a los esfuerzos por bloquear el acceso a los anticonceptivos o a la eliminación de los fondos federales para la planificación familiar. Y voté para asegurar una paga igualitaria para las mujeres.

El 6 de noviembre, sería un honor tener su apoyo para que podamos continuar haciendo una diferencia positiva en la vida de las personas.

Visite la página [www.cappsforcongress.com](http://www.cappsforcongress.com) o llame al 805-548-8690.

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**DECLARACIÓN DEL CANDIDATO A  
DIPUTADO DE EE. UU., 24.º DISTRITO ELECTORAL**

**ABEL MALDONADO**

**Edad: 45**

**Ocupación:** Agricultor, propietario de empresa

**Educación y competencias:** El gasto irresponsable del déficit ha creado una deuda nacional de \$15.5 billones y ha hecho poco por mejorar nuestra economía. ¿No es tiempo de que Washington se haga responsable y arregle las políticas fallidas que hicieron que Estados Unidos retrocediera? Para estimular el desarrollo de la economía, el Congreso debe establecer créditos fiscales para los empleadores que crean trabajos transparentes con buena paga. Debe desarrollar nuevas tecnologías de energía que estimulen el crecimiento económico mediante la creación de trabajos transparentes con buena paga. El Congreso debe simplificar el código financiero para que los empleadores se enfoquen en la creación de empleos.

De niño, recogía fresas para ayudar a mi familia a salir adelante. Las buenas escuelas me sacaron de los campos y me enseñaron cómo convertir un terreno de aproximadamente 2020 metros cuadrados en un negocio familiar que emplee a cientos de nuestros vecinos. Nuestros niños merecen el mismo tipo de oportunidades de las que nosotros disfrutamos. Por eso el Congreso debe invertir en educación y hacer la universidad más accesible. También debe reforzar Medicare y el Seguro Social para asegurar que Estados Unidos cumpla su promesa a los ancianos.

Para alcanzar estos objetivos, Washington debe detener el gasto irresponsable que ha desperdiciado miles de millones en el extranjero y miles de millones más en fraude y corrupción. Debe evitar que se tengan que hacer rescates futuros a los bancos y ocuparse de Main Street y no de Wall Street.

Debe arreglar el sistema descompuesto de la atención médica mediante la promulgación de reformas que mejoren la calidad de la atención, no gastar billones que no tenemos y elevar el costo de las primas de seguros de atención médica.

La raíz de los problemas de Estados Unidos es que Washington se preocupa por Washington. ¿No es tiempo de elegir a alguien que se preocupe por nosotros?

**STATEMENT OF CANDIDATE FOR  
STATE SENATOR, 17<sup>TH</sup> DISTRICT**

**LARRY BEAMAN**

**Age: 39**

**Occupation:** Local Businessman, School Board Trustee, Youth Soccer Coach

**Education and Qualifications:** Why re-elect the same old politicians who have utterly failed to fix our problems? They tax and spend money we don't have, and we get more debt and no reform. Lawmakers have given way to the special interests and lobbyists with big money. This corrosive combination has resulted in bad laws and very poor budgeting. Disapproval ratings are at an all-time high for State Legislators from both parties. Voters have come to accept that California is broke and Sacramento is broken.

Let's start by electing someone new... with a youthful and optimistic perspective. My candidacy offers new energy & fresh leadership on how to best save our State. Your vote for Larry Beaman is a wise investment in a brighter future for California. I am married and the proud Father of three public school-aged children. Currently, I am honored to serve our community as the Board President for the Scotts Valley Unified School District. Other notable community service includes being an active member of the Chamber of Commerce, Kiwanis and coaching youth soccer teams.

Approximately one-half of our California state budget goes to Education. Children and taxpayers need to get more accountability from that massive investment. Our State leaders must work more closely with parents, teachers & students to support excellence and performance in the classroom. California cannot afford to spend Billions for extraneous bureaucracy.

As your Senator, "We, the People" must work together as partners and discover real solutions for California. Let's begin today! Vote Larry Beaman for Senate. (831) 430-2053 or [larrybeaman@sbcglobal.net](mailto:larrybeaman@sbcglobal.net)

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**STATEMENT OF CANDIDATE FOR  
STATE SENATOR, 17<sup>TH</sup> DISTRICT**

**BILL MONNING**

**Occupation:** Assemblymember

**Education and Qualifications:** Since 2008, when I was elected to the Assembly, I've used my skills in conflict resolution and mediation to tackle our state's challenges. That's why I'm asking you to send me to the State Senate. Because experience and judgment matter.

As an Assemblymember, I can tell you that in Sacramento – as bad as things seem in the headlines – persistence and determination get things done. I've had 26 bills signed into law, under both Republican and Democratic Governors.

With your support, I would be honored to represent the people of San Luis Obispo County.

I want to build on my service as Chair of the Assembly Committee on Health, promoting healthy lifestyles, battling the scourge of childhood obesity, and protecting our most vulnerable, including people with mental health issues and the disabled living in long-term care facilities.

I'll continue to focus on the environment and job growth by supporting agriculture, tourism, and small businesses, including the many farms, ranches, and wineries critical to the County's economic health. I'll make sure we're providing our schools, colleges, and universities the funding that allows our kids to thrive. And, I'll keep pushing for greater highway safety improvements, and fight to give our first responders the support they need to keep our communities safe.

On November 6th, you can be part of the solution. Together, we can preserve what's special about San Luis Obispo County and keep California moving forward.

I'd be honored to receive your vote. For more information, please visit [www.billmonning.org](http://www.billmonning.org).

## DECLARACIÓN DEL CANDIDATO A SENADOR ESTATAL, 17.º DISTRITO

### **BILL MONNING**

**Ocupación:** Miembro de la Asamblea

**Educación y competencia:** Desde 2008, cuando me eligieron para la Asamblea, he usado mis habilidades de resolución y mediación de conflictos para enfrentar los retos de nuestro estado. Es por eso que le pido que me envíe al Senado Estatal. Porque la experiencia y el juicio importan.

Como miembro de la Asamblea, le puedo decir que en Sacramento, aun cuando los titulares indican que las cosas andan mal, la persistencia y la determinación logran que las cosas se hagan. En periodos de gobernadores tanto republicanos como demócratas, he logrado que se aprueben 26 proyectos de ley.

Con su apoyo, sería un honor representar a la gente del Condado de San Luis Obispo.

Quiero ampliar mi servicio como presidente del Comité de Salud de la Asamblea, al promover estilos de vida saludables, frenar el flagelo de la obesidad infantil y proteger a la gente más vulnerable, incluidas las personas con problemas de salud mental y con discapacidades que viven en establecimientos de cuidado a largo plazo.

Seguiré concentrándome en el ambiente y el crecimiento de empleos mediante el apoyo a la agricultura, al turismo y a los pequeños negocios, incluidas las diversas granjas, ranchos y bodegas que son fundamentales en la salud económica del condado. Me aseguraré de que nuestras escuelas y universidades cuenten con los fondos para que nuestros hijos salgan adelante. Y seguiré impulsando mejoras más grandes en la seguridad de las carreteras, y lucharé para dar a nuestros socorristas el apoyo que necesitan para mantener nuestras comunidades a salvo.

El 6 de noviembre, usted puede ser parte de la solución. Juntos podemos conservar lo que hace especial al Condado de San Luis Obispo y hacer que California siga progresando.

Sería un honor para mí recibir su voto. Para obtener más información, visite la página [www.billmonning.org](http://www.billmonning.org).

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**STATEMENT OF CANDIDATE FOR  
GOVERNING BOARD MEMBER, TRUSTEE AREA NO. 2  
San Luis Obispo County Community College District**

**BARBARA GEORGE**

**Occupation:** Retired Educator

**Education and Qualifications:** Cuesta College is a treasure we need to preserve. I am the right person at the right time to bring leadership and vision to respond to Cuesta's challenges. I have experience in community college budget preparation and management, and in acquiring other sources of funding. I served on every Cuesta accreditation team until 2004 when it was acclaimed one of the finest colleges anywhere. I was selected to serve on accreditation teams for other colleges in California, Washington and Utah.

I have lived and worked in SLO County for 42 years--as Director of Recreation for Morro Bay and as a counselor for the County Office of Education. As a Cuesta College Administrator, I built the Cuesta Foundation, raised and managed assets of \$18 million which provided funding for students, faculty, programs and services. I collaborated to raise funds to establish the Paso Robles campus which now serves thousands of students.

As Trustee I will be informed, prepared and accessible. I am an independent thinker with success in collaborative problem-solving. I bring solid judgment, informed thinking and an abiding and deep commitment to the success of Cuesta College -- its students, faculty and staff -- and the communities it serves.

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**STATEMENT OF CANDIDATE FOR  
GOVERNING BOARD MEMBER, TRUSTEE AREA NO. 2  
San Luis Obispo County Community College District**

**DAVID M. BALDWIN**

**Age: 45**

**Occupation:** Business Representative, Trustee

**Education and Qualifications:** In my current capacity as a trustee of two employee pension plans, I am part of a team that oversees administration, ensures legal compliance, develops policy and evaluates service providers that the board hires and manages.

I take seriously the high standard of conduct required of those put in a position of trust.

I am committed to the principle of fiscal prudence that is at the heart of everything a trustee does.

Cuesta College is one of three community colleges in California that is threatened with losing its accreditation. I will use the experience and leadership I've developed over 16 years as a trustee and board chairman to ensure Cuesta is once again recognized as a leading community college.

It is time for new ideas and common sense problem solving at Cuesta.

Cuesta belongs to all of us and is at the center of educational opportunity for both traditional and non-traditional students. I feel a responsibility, a desire and a duty to the community where I have lived for 45 years to ensure Cuesta survives as an essential local institution.

My experience as a trustee gives me a unique opportunity to do so with a fresh, open-minded and informed perspective.

**STATEMENT OF CANDIDATE FOR  
GOVERNING BOARD MEMBER, TRUSTEE AREA NO. 2  
Lucia Mar Unified School District**

**EDITH "EDIE" CAJAS**

**Occupation:** Retired School Employee

**Education and Qualifications:** As a life long resident of Arroyo Grande, I attended local schools and graduated from Arroyo Grande High School.

Most of my life has been dedicated to the youth of our community. As a parent, community leader, and retired Lucia Mar Unified School District employee, I will bring unique insight to the school board, listen with an open mind, and bring a common sense approach to issues and problem solving.

I worked as a Special Education Instructional Assistant for 28 years at North Oceano/Fairgrove Elementary. As past president of LMUSD's California School Employees Association, I have worked with administrators, teachers, classified employees, and served on many LMUSD committees. During my tenure with the district, I attended nearly all school board meetings for more than a decade. I have received numerous leadership awards from the city, state and LMUSD. My detailed knowledge of the school district will bring balance to the board.

School involvement and experience has prepared me to make decisions ensuring that the students of our district receive a quality education while upholding the districts policies and budget responsibilities.

I am asking for your vote for Area 2 Trustee of Lucia Mar Unified School District. 489-3154

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**STATEMENT OF CANDIDATE FOR  
GOVERNING BOARD MEMBER, TRUSTEE AREA NO. 2  
Lucia Mar Unified School District**

**CATHY SPRINGFORD**

**Age: 59**

**Occupation:** Real Estate Broker, Attorney

**Education and Qualifications:** I served two years on the Superintendent's Budget Review Committee, analyzing and studying the District's budget and providing input to the Superintendent on budget issues. I currently serve on the District's 7-11 Committee studying whether lands owned but not currently used by the District should be declared surplus land by the Board. I previously served on the School Site Councils, PTO and Booster's Club boards for three of our schools. My children have attended District schools for 8 years. I was a business and real estate trial attorney for 30 years and served as a mediator and arbitrator. Through my experience in finance, law, real estate, and in our schools, I developed an extensive knowledge and big-picture perspective of the District and have the qualifications needed to effectively serve as Trustee. I will be a student-focused Trustee, helping the District spend its budget responsibly, promote high academic standards and expectations, collaborate with private business to expand the District's resources and expand career pathways to accommodate all students' abilities. I am an objective, solution-oriented parent willing to spend the time and effort to serve responsibly as your Trustee. I ask for your vote.

**STATEMENT OF CANDIDATE FOR  
GOVERNING BOARD MEMBER, TRUSTEE AREA NO. 2  
Lucia Mar Unified School District**

**MIKE FULLER**

**Occupation:** Financial Advisor

**Education and Qualifications:** More than ever, our schools need outside business experience to help make sensible financial decisions. I feel that I am the ideal candidate to be a board member for the LMUSD. Not only have I been an independent financial advisor for nearly 17 years, but I have grown up on the Central Coast since 1969. I am a graduate of AGHS and Cal Poly, San Luis Obispo and have 3 children of my own in the district, including one with special needs. I am uniquely qualified for the position in that I have had to spend countless hours advocating for my child with special needs in this district and I have also spent 4 years as an Arroyo Grande City Council member. And most importantly I realize that as a board member, I will work for you the voter, not any attorney or administrator. Finally, I will work to give our kids at AGHS a track and football field that is at least up to par with that of our surrounding high schools. I would appreciate your vote on November 6<sup>th</sup>.

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**STATEMENT OF CANDIDATE FOR  
GOVERNING BOARD MEMBER, TRUSTEE AREA NO. 2  
Lucia Mar Unified School District**

**VICKI MEAGHER**

**Occupation:** Retired Teacher

**Education and Qualifications:** I want to serve on the Lucia Mar Unified School Board because I care about children and their education. I want to see the Lucia Mar District continue to provide an outstanding education for all students.

During my 38 years of teaching, I taught 4 years each at Nipomo and Dana Elementary, and the remaining 30 years at Grover Heights Elementary.

I am knowledgeable and ready to assume the position of Trustee. Serving as a member of the Superintendent's Budget Review Committee for 2 years, attending District Budget Study Sessions and numerous Board meetings, and staying current with changes in the district makes me prepared to be a Trustee.

I will represent all members of the community. I remain a respected and trusted member of the learning community and have supporters at all levels including District and school personnel, parents, and students. I will bring their perspectives to the Board.

I will dedicate the time necessary to study all issues and will make myself available to the community.

I am the candidate of all the children! I listen. I care. My number is 709-3680; email vmeagher@aol.com. I would appreciate your vote.

**DECLARACIÓN DE LA CANDIDATA A  
MIEMBRO DE LA JUNTA DE GOBIERNO, ZONA EDUCATIVA NO. 2  
Distrito Escolar Unificado de Lucía Mar**

**VICKI MEAGHER**

**Ocupación:** Maestra jubilada

**Educación y competencia:** Quiero ser miembro de la Junta Escolar Unificada de Lucía Mar porque me preocupo por los niños y su educación. Quiero ver que el Distrito de Lucía Mar continúe brindando una educación sobresaliente para todos los estudiantes.

Durante mis 38 años de enseñanza, enseñé 4 años respectivamente en la Primaria Nipomo y en la Primaria Dana, y los 30 años restantes en la Primaria Grover Heights.

Estoy bien informada y lista para asumir el puesto de miembro del Consejo de Administración. Debido a que fungí como miembro del Comité para la Revisión del Presupuesto del Superintendente durante 2 años, asistí a las Sesiones de Estudio del Presupuesto del Distrito y a varias reuniones de la Junta, y permanecí al tanto de los cambios en el distrito, estoy preparada para ser miembro del Consejo de Administración.

Representaré a todos los miembros de la comunidad. Sigo siendo un miembro respetado y confiable de la comunidad educativa y tengo simpatizantes en todos los niveles entre los que se encuentran el personal escolar y del Distrito, los padres y los estudiantes. Llevaré sus puntos de vista a la Junta.

Dedicaré el tiempo necesario para estudiar todos los asuntos y estaré disponible para la comunidad.

¡Soy la candidata de todos los niños! Escucho. Me preocupo. Mi número es el 709-3680; correo electrónico vmeagher@aol.com. Agradecería su voto.

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**STATEMENT OF CANDIDATE FOR  
COMMISSIONER  
Port San Luis Harbor District**

**KAREN HIATT**

**Age: 64**

**Occupation:** Retired Customs Executive

**Education and Qualifications:** BS, UC Irvine, SMG, Kennedy School of Government, Harvard University. I spent 26 years in the US Treasury Department administering a wide variety of financial and commercial programs including port administration. I have broad knowledge of federal budget procedures which will be helpful in assisting the port in securing much needed federal funding to support dredging and anti-terrorism activities. I have also been involved in sailing and boating activities for many years, including small boat usage in Port San Luis.

I understand the needs and frustrations of local boaters in trying to get better access to their boats. It is important that Port San Luis remains a full service port that is able to launch all sizes of vessels throughout the year. The Commission should continue to explore creative solutions to keep the harbor clear of silt. This is imperative not only to meet the needs of local fishermen and boaters, but for the needs of law enforcement and the safety of the port as well.

I support the development of Harbor Terrace and other concessions to enhance the experience of visitors to the port. These developments will generate revenue to support needed repairs and capital improvements.

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**STATEMENT OF CANDIDATE FOR  
COMMISSIONER  
Port San Luis Harbor District**

**JULIAN J. VARELA**

**Occupation:** Business Owner, Health and Wellness Educator

**Education and Qualifications:** As a resident of San Luis Obispo County for 11 years and Avila Beach for nearly a decade, I've come to deeply value our inviting community, successful small businesses, and breath-taking environment; I feel blessed to live in SLO County.

Over the last 18 years I have dedicated my life to working in the health and wellness community. I continually help fight childhood obesity and foster the creation of healthier communities through education, policy-making and advocacy. As a co-owner of Equilibrium Fitness, a local fitness facility, I understand the challenges our local businesses face and I am dedicated to helping our community and economy thrive. I am committed to finding a balance between future development to improve our economy while helping preserve the access and integrity of our waters, beaches, piers and parks.

As a harbor commissioner I want to protect our coast's environment and economic viability, help make San Luis Obispo the crown jewel of the central coast and ensure that our community remains healthy and vibrant for generations to come. With enthusiasm and passion I look forward to representing you and the Port San Luis Harbor District.

**STATEMENT OF CANDIDATE FOR  
COMMISSIONER  
Port San Luis Harbor District**

**MARQUIS “MARQ” MILLER**

**Occupation:** Owner/operator Avflite Industries

**Education and Qualifications:** Candidates make promises in order to get elected. I feel the best way to determine whom to vote for is to know the candidate’s background and what they stand for. I believe a person’s most valuable asset is their good character; I have tried to live my life accordingly.

**Personal:** Native Californian, raised in Lompoc, married 55 years, 3 children, 7 grandchildren, B.S. degree Business, JD degree Law and current flight instructor and commercial pilot certificates.

**Employment:** Retired from Los Angeles County District Attorney’s Office as head of Program Compliance. Served as Board member of Oceano Community Services District, Board Member Oceano Boys and Girls Club, Member Sheriff Aero Squadron, Board Member and Personnel Commissioner for SLO County Office of Education, and Member County Animal Services Advisory Committee. Former Captain in California State Military Reserve.

**Goals:** I have long enjoyed the Port San Luis pier, visiting the lighthouse and walking through Avila, as do my children and grandchildren. One of my goals is to ensure that visitors, fishermen, businesses and residents continue to have an environmentally safe Harbor, Pier and Beach. Your vote will be appreciated.

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**STATEMENT OF CANDIDATE FOR  
COMMISSIONER  
Port San Luis Harbor District**

**MARY MATAKOVICH**

**Occupation:** Appointed Harbor Commissioner, Educator

**Education and Qualifications:** I am asking for your vote so I may continue my service as your Harbor Commissioner. Since my appointment nine months ago, I have worked with the other Commissioners to implement the Harbor District’s plan and policies, while addressing the opinions, desires, and expectations for services expressed by the public. I am committed to the District’s goals and its vision for the future.

My experiences as a Commissioner include: responding to public input; implementing fiscal responsibility measures; supporting safe and clean beaches; expanding opportunities for recreational, educational, and commercial activities; ensuring public access to all facilities; supporting fisheries; and restoring a sustainable harbor environment.

My home for the past 28 years is Avila Beach. I am well-acquainted with the coastal community and serve on various community groups that are integrated with the Harbor District. I strongly believe in collaborative management and empowering community members to help make substantive decisions regarding the District’s direction. My experiences and record as a local educator and a non-profit volunteer have prepared me well for this position. I will do whatever it takes to ensure the District’s success.

Please vote Mary Matakovich, Port San Luis Harbor Commissioner.

**STATEMENT OF CANDIDATE FOR  
COMMISSIONER  
Port San Luis Harbor District**

**MARK EDWARD BURNES**

**Age: 55**

**Occupation:** Real Estate Broker

**Education and Qualifications:** I am blessed to have been born, raised and lived my entire life (55 yrs) at the beach here in California – the last 32 right here on the Central Coast. The ocean is my life and I am deeply dedicated to its proper care and maintenance, as well as open access to all.

I served 8 years on the Pismo Beach Planning Commission – 2 terms as Chairman, 3 terms as Vice-Chairman and 3 of my 4 appointments were unanimous. I reviewed hundreds of projects and ordinances and became intimately familiar with the workings of a Public Agency, and clearly understand that a Public Official must listen to the Public.

This deep experience along with my profession as a top SLO County Commercial Real Estate Broker will allow me to serve the citizens well with the Harbor District's present projects: the development at Harbor Terrace, the redevelopment and proper leasing of the Harford Pier.

I strongly support Commercial Fishing, Strong tourism and marketing, Unimpeded access for all, Dredging year round, Private and Public fund raising.

I will serve as I always have with honor, integrity and objectivity.

I would very much appreciate your vote.

[www.mark4pshc.com](http://www.mark4pshc.com)

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**STATEMENT OF CANDIDATE FOR  
COMMISSIONER  
Port San Luis Harbor District**

**JIM BLECHA**

**Age: 66**

**Occupation:** Marine/Aquatic Biologist

**Education and Qualifications:** M.Sc. Zoology, Harbor Commissioner 1983 - 1998, 2000 - 2012.

Port San Luis is the jewel of our coast. As Commissioner, my intent has always been to manage the inevitable changes that will come to our area of coastal California in a way to enhance, not destroy, the character of the Port.

Port San Luis must remain a full service port with year round, functional facilities and infrastructure to protect commercial and recreational boats, load and unload vessels, reliably launch and haul out all vessels, fuel them and provide water taxi service and a fully functional boat yard.

The District's best option for the necessary independent revenue source is development of Harbor Terrace with mixed uses of tent camping, cabins, restaurant, and gear and boat storage. Other ocean related recreational opportunities will be developed or enhanced.

Working on the water as a professional biologist, I know what it takes to make 'boat stuff' easier on the boating public. As a sitting commissioner, I understand the effects of the stark realities of time, money, and priorities on our Port.

The challenges ahead for PSLHD need to be met by a commissioner with vision, pragmatism, and a sense of history. Experience as a former Vice Mayor and Harbor Commissioner  
History, Experience as a former Vice Mayor and Harbor Commissioner  
CS-0320-3

**N SL 016-015**

**DECLARACIÓN DE LA CANDIDATA A  
COMISIONADA  
Distrito del Puerto de Port San Luis**

**MARY MATAKOVICH**

**Ocupación:** Comisionada del Puerto designada, educadora

**Educación y competencia:** Pido su voto para poder continuar mi servicio como su Comisionada del Puerto. Desde mi nombramiento hace nueve meses, he trabajado con otros Comisionados para implementar el plan y las políticas del Distrito del Puerto y, al mismo tiempo, he atendido las opiniones, los deseos y las expectativas de servicios expresados por el público. Estoy comprometida con las metas del Distrito y su visión para el futuro.

Mi experiencia como Comisionada incluye: responder a las contribuciones del público; implementar medidas de responsabilidad fiscal; mantener las playas seguras y limpias; expandir las oportunidades para las actividades recreativas, educativas y comerciales; asegurar el acceso público a todas las instalaciones; apoyar al sector pesquero, y restaurar un ambiente portuario sostenible.

Mi hogar durante los últimos 28 años es Avila Beach. Estoy familiarizada con la comunidad costera y he participado en varios grupos de la comunidad que están integrados con el Distrito del Puerto. Creo firmemente en la administración colaborativa y en el empoderamiento de los miembros de la comunidad para que contribuyan a tomar decisiones fundamentales con respecto a la dirección del Distrito. Mi experiencia e historial como educadora local y voluntaria sin fines de lucro me han preparado bien para este puesto. Haré lo que sea necesario para asegurar el éxito del Distrito.

Por favor vote por Mary Matakovich, Comisionada del Puerto de Port San Luis.

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## OCEANO COMMUNITY SERVICES DISTRICT IMPARTIAL ANALYSIS OF MEASURE B-12

This measure will determine whether the Board of Directors of the Oceano Community Services District ("the Board") shall be required to hold an election prior to the sale of any water to an entity residing outside of the jurisdictional boundaries of the Oceano Community Services District ("OCSD").

This measure is proposed by an initiative petition. The statement of the measure indicates that one primary purpose of the measure is to provide the OCSD rate payers with the right to be fully informed about water supply contracts which may affect the water supply available to the OCSD, and to provide the rate payers with the right to vote on water sales that may affect their future.

Approval of the measure would enact an ordinance requiring that an election be held prior to any permanent sale of water to any entity residing outside the jurisdictional boundaries of the OCSD. The ordinance will require that all details of any proposed sale, including impacts to Oceano, shall be presented in a report prepared by a registered water engineer and a certified public accountant. Under the terms of the measure, the report must be mailed to every registered voter residing in the District no later than 60 days prior to the election.

The measure does not specify the exact question that shall be posed to the voters of the District if an election is required by the measure. From the stated purpose, County Counsel presumes that the question would be something to the following effect: Whether the Board of the OCSD shall sell water to [a specific entity], which entity resides outside of the jurisdictional boundaries of the OCSD.

The OCSD has three sources of water supply: ground water; water received from Lake Lopez, which is governed by a contract with the San Luis Obispo Flood Control and Water Conservation District (SLOFCWCD); and state water, which is also governed by a contract between the SLOFCWCD and the OCSD. It is unclear from the measure whether the measure is intended to apply to all water supply sources. If so, the measure may conflict with provisions of those contracts governing the authority of the OCSD to sell water outside of the boundaries of the OCSD.

The measure may be subject to legal challenge on one or more grounds, including that it is beyond the power of the electorate to enact because the legislature has delegated to community services district governing boards the power to sell water and, additionally, because the matter of who or which entity the OCSD may contract with to sell water is an administrative matter not within the initiative power of the voters.

A "Yes" vote on this measure is a vote in favor of requiring that an election be held prior to any permanent sale of water to any entity outside the OCSD.

A "No" vote on this measure is a vote against requiring that an election be held prior to any permanent sale of water to any entity outside the OCSD.

s/ WARREN JENSEN  
County Counsel

**The above is an impartial analysis of Measure B-12. If you desire a copy of the full text of the measure, it is available on the County Clerk-Recorder's website at <http://www.slovote.com> or call (805) 781-5228 and a copy will be mailed to you.**

**NO ARGUMENTS FOR OR AGAINST MEASURE B-12 WERE SUBMITTED**



Election Summary Report  
**CONSOLIDATED GENERAL ELECTION**  
 Summary For Jurisdiction Wide, All Counters, All Races  
**FINAL OFFICIAL ELECTION RESULTS**

Date: 11/28/12  
 Time: 10:09:06  
 Page: 13 of 14

Registered Voters 158603 - Cards Cast 126818 79.96% Num. Report Precinct 147 - Num. Reporting 147 100.00%

PROP 39- TAX TREATMENT FOR MULTISTATE BUSINESSES (50% +1)				
	Polling	VBM	Total	
Number of Precincts	147	0	147	
Precincts Reporting	147	0	147	100.0 %
Vote For	1	1	1	
Ballots Cast (Reg. Voters 158603)	46578	80240	126818	80.0 %
Total Votes	42460	74482	116942	
<b>YES</b>	24414	40953	65367	55.90%
<b>NO</b>	18046	33529	51575	44.10%

PROP 40- STATE SENATE DISTRICT LINES REFERENDUM (50%+1)				
	Polling	VBM	Total	
Number of Precincts	147	0	147	
Precincts Reporting	147	0	147	100.0 %
Vote For	1	1	1	
Ballots Cast (Reg. Voters 158603)	46578	80240	126818	80.0 %
Total Votes	40589	71960	112549	
<b>YES</b>	29719	55652	85371	75.85%
<b>NO</b>	10870	16308	27178	24.15%

H-12 TEMPLETON UNIFIED SCHOOL DISTRICT BOND MEASURE (55%)				
	Polling	VBM	Total	
Number of Precincts	8	0	8	
Precincts Reporting	8	0	8	100.0 %
Vote For	1	1	1	
Ballots Cast (Reg. Voters 6797)	1835	3758	5593	82.3 %
Total Votes	1681	3532	5213	
<b>BONDS - YES</b>	996	2021	3017	57.87%
<b>BONDS - NO</b>	685	1511	2196	42.13%

B-12 OCEANO CSD- ELECTION PRIOR TO SALE OF WATER (50% +1)				
	Polling	VBM	Total	
Number of Precincts	3	0	3	
Precincts Reporting	3	0	3	100.0 %
Vote For	1	1	1	
Ballots Cast (Reg. Voters 3401)	965	1350	2315	68.1 %
Total Votes	863	1264	2127	
<b>YES</b>	691	1096	1787	84.02%
<b>NO</b>	172	168	340	15.98%

C-12 CAYUCOS FIRE PROTECTION DISTRICT SPECIAL FIRE PROTECTION TAX (2/3)				
	Polling	VBM	Total	
Number of Precincts	2	0	2	
Precincts Reporting	2	0	2	100.0 %
Vote For	1	1	1	
Ballots Cast (Reg. Voters 1977)	641	967	1608	81.3 %
Total Votes	547	855	1402	
<b>YES</b>	384	584	968	69.04%
<b>NO</b>	163	271	434	30.96%



## Oceano Community Services District

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

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

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**Date:** July 12, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject: Agenda Item #9(B): Consideration of a recommendation to select a proposal on preparing a utility yard site plan with a budget adjustment in the amount of \$25,000.**

### Recommendation

It is recommended that your Board:

- A. Approve the proposal from RRM design group and direct the President to execute a purchase order.
- B. Approve a budget adjustment in the amount of \$25,000; with \$10,000 from the Water Fund Contingency Reserves, \$10,000 from Sewer Fund Contingency Reserves and \$5,000 from Garbage Fund Contingency Reserves.

### Discussion

In accordance with District purchasing policies, staff solicited proposals from three firms and obtained two to prepare a site plan and cost estimates for the utility yard. Direction to obtain proposals was initially considered and approved by your Board on September 14, 2016 subject to a needed budget adjustment. During budget reviews on April 12, 2017 and June 28, 2017, it was determined that sufficient savings were generated during fiscal year 2016/17 to fund the work. The use of contingency reserves will be replenished in the final 2017/18 budget with savings from the 2016/17 budget when your Board considers final 2017/18 budget actions on August 23, 2017.

The attached proposals to prepare a site plan and develop cost estimates for the utilities yard were received from RRM design group and Fraser Seiple Architects. The proposals were reviewed by the General Manager and Directors Angello and Brunet. Overall, the two proposals were relatively consistent and can be funded within the amounts previously reviewed by your Board.





## **Other Agency Involvement**

No other agencies are involved at this time. The outcomes of the work effort will be incorporated into the District's infrastructure program and permit requirements from other agencies will be reviewed at such time that project efforts are initiated.

## **Other Financial Considerations**

The attached photos provide an indication of the status of structures at the utilities yard. The age and condition of the facilities will result in costs. Site planning, reviewing options and working with neighboring property owners will help ensure the most cost effective approach to future use of the utilities yard and related facilities.

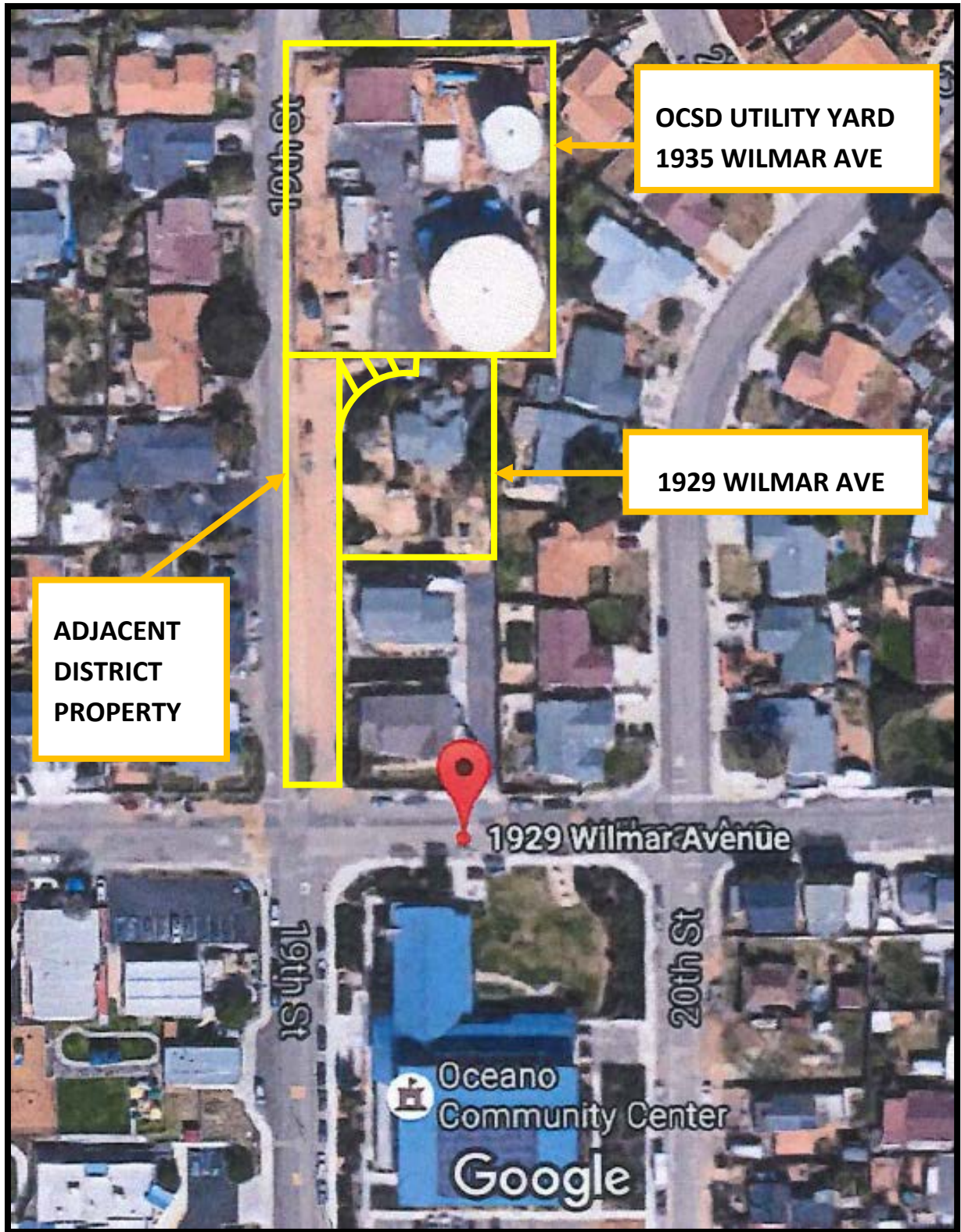
## **Results**

Preparing the utilities yard site plan and cost estimates will address several issues including District needs, the impact that existing facilities have on street aesthetics, and opportunities to work with neighboring property owners on improving access, parking and landscaping.

### Attachments:

- Vicinity Map
- Photos
- Proposals

# Vicinity Map





Roofing

View from Street



Water Damage





February 6, 2017

***Transmitted via email: [ocsdgm@oceanocsd.org](mailto:ocsdgm@oceanocsd.org)***

Paavo Ogren, General Manager  
Oceano Community Services District  
P.O. Box 599  
Oceano, CA 93475

**RE: OCSD Water Facility Upgrades Feasibility Study  
Proposed Scope of Services**

Dear Paavo,

RRM Design Group understands Oceano Community Services District (OCSD) is considering upgrades to the existing water facility on 19th Street and is in need of feasibility studies and project cost data to help move the project forward.

We look forward to this opportunity to provide design support for you and your organization. RRM has resources available to assemble a design team and begin work immediately. Please contact me if you have any comments or questions on our proposal.

## **PROJECT UNDERSTANDING**

Feasibility study to consider upgrades for existing water facility. Project objectives include the following:

- Replacement office space
- Replacement shop/storage building
- Parking area expansion and reconfiguration
- Covered parking for large equipment
- Improved “curb appeal” for the facility
- Accommodating request for vehicle access to adjacent residential property

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401  
p: (805) 543-1794 • f: (805) 543-4609

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

a California corporation • Lenny Grant, Architect C26973 • Jerry Michael, PE 36895, LS 6276 • Jeff Ferber, LA 2844



## SCOPE OF SERVICES

### Task A.1: As-Built Verification

Record drawings provided by OCSD will be reviewed by RRM architect and engineers and updated as needed based on field observation and photo survey.

***Deliverables:***

- *Review CAD files provided by Client, reformat for use during design studies*
- *Field observations and photo survey*
- *Update as-built plans as needed*
- *Prepare base plan graphics for use during Schematic Design*

### Task A.2: Program Development

RRM architects will work with OCSD to develop Program documents to define space requirements and identify any special equipment and operational needs. The Program will be presented for Client review and refined as needed for Final Draft Project Program.

***Deliverables:***

- *Attend programming meetings with OCSD project team*
- *Develop preliminary Program to document space needs, required adjacencies, and any special design features*
- *Prepare Final Draft Program based on Client review and comment*

### Task A.3: Schematic Design – Architectural

RRM architects will develop a series of site plan diagrams and building mass studies based on Client-approved Project Program. Options will be presented for Client input, and the preferred layout will be further refined into Schematic Plans that are suitable for construction cost analysis.

***Deliverables:***

- *Develop Conceptual Site Plan studies*
- *Develop conceptual building mass studies*
- *Present Concept Plans for review by OCSD project team*
- *Refinements to preferred space plan alternative*
- *Schematic Architectural Plans*



**Task A.4: Schematic Design – Civil**

RRM civil engineers will evaluate existing site conditions and develop a conceptual design for stormwater management improvements needed for proposed facility upgrades. Following conceptual review by OCSD project team, the civil design will be further refined into a Schematic Plan suitable for construction cost analysis.

***Deliverables:***

- *Investigate and document existing site conditions*
- *Develop Conceptual Drainage Plans*
- *Schematic Civil Plans*

**Task A.5: Project Coordination and Cost Estimate**

RRM will retain a subconsultant to prepare preliminary construction cost analysis and integrate that information with Schematic Plans to provide OCSD with a comprehensive Feasibility Study Report.

***Deliverables:***

- *Statement of Probable Construction Cost*
- *Draft and final report for the Feasibility Study*

**FEE SUMMARY**

TASK	DESCRIPTION	T&M (see footnote)
<b>Basic Services</b>		
A.1	As-Built Verification	\$ 2,500
A.2	Program Development	\$ 2,500
A.3	Schematic Design – Architectural	\$ 10,000
A.4	Schematic Design – Civil	\$ 5,000
A.5	Project Coordination and Cost Estimate	\$ 4,500
<b>SUMMARY OF FEES:</b>		<b>\$ 24,500</b>
<b>Estimated Reimbursable Expenses:</b>		<b>\$ 500</b>
<b>ESTIMATED PROJECT TOTAL:</b>		<b>\$ 25,000</b>



### Fee Footnote

Estimated fees for tasks shown as “Time and Materials” (T&M) are provided for informational purposes. Amounts billed for these tasks, which will reflect actual hours worked may be more or less than the estimate given.

### Reimbursable Expenses

All expenses incurred will be reimbursed pursuant to the rates, terms, and conditions in the enclosed Exhibit A-I. The actual cost for direct expenses may be more or less than the estimate shown.

## **SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT**

- Existing survey and utility maps
- Coordinate review by adjacent residential property owner(s)

## **LIMITATIONS OF SCOPE AND EXCLUSIONS**

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the client or changes in the client’s program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and client-approved, fixed-fee or hourly basis per the terms of the enclosed Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Hazardous material testing and/or removal
- Design of water facility piping, tanks, and control systems
- Electrical utility analysis or design
- Construction Documents and Specifications

## **EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS**

RRM Design Group and Client agree that Exhibit A-I is hereby made part of this proposal.



Paavo, if you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined, above please do not hesitate to call us. If this scope of services is acceptable, please sign below and on the enclosed Exhibit A-1, indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. Thank you again for this opportunity.

Sincerely,

**RRM DESIGN GROUP**

Pat Blonde  
Architect/Project Manager  
CA License No. C14553

Leonard Grant, AIA  
Principal  
CA License No. C26973

The person signing and executing this contract for the Client represents and warrants that they are duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

**AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:**

\_\_\_\_\_  
**Sign**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name, Title**

\_\_\_\_\_  
**Billing Address** (if different from mailing address)

\_\_\_\_\_  
**Billing Email** (please identify person's name and email address to receive electronic invoices)

jmwN:\X-FILES\X-Files-0701\X0789-01-CO17-Oceano-CSD-Water-Utilities-Redevelopment\Proposal\Original-Docs\pb-OCSD-Scope-and-Fee-Draft-02-03-17-Admin.docx





# EXHIBIT A-1

## General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Agreement to which it is attached, and together with any other exhibits shall comprise the "Agreement." Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

**EMPLOYEE RATES (HOURLY).** Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto sets forth a description of RRM Design Group standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged as at 1.25x the standard hourly rate.

**SUBCONSULTANT EXPENSES.** The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include:

- Structural Engineer
- Geotechnical Consultant
- Cost Estimator
- Electrical Engineer
- Traffic Consultant
- Irrigation Consultant
- Mechanical Engineer
- Archaeological Consultant
- Soils Consultant

RRM Design Group shall not be responsible for subconsultants' data, interpretations, and recommendations.

**REIMBURSABLE EXPENSES.** Clients shall reimburse RRM Design Group for incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the expense of any additional insurance

requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

**RRM DESIGN GROUP REPRODUCTIONS.** Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group overhead and administrative expenses.

**FEES AND PAYMENTS.** Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

**COMMENCEMENT OF WORK.** RRM Design Group's work will commence immediately upon receipt of a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

**TERMINATION OR SUSPENSION.** Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches any provision of this Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM



Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be equitably adjusted.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary petition filed against Client in the United States Bankruptcy Court and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

**ADDITIONAL SERVICES.** Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, or court of law to provide records, testimony, depositions, or any other form of information related to any legal action involving Client in which RRM Design Group is not a named party.

**ADDITIONAL DOCUMENTS.** RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

**LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND RRM DESIGN GROUP, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF RRM DESIGN GROUP TO THE CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE WHATSOEVER OR CLAIMS EXPENSES FROM ANY CAUSE OR CAUSES, INCLUDING ATTORNEYS' FEES AND COSTS AND EXPERT-WITNESS FEES AND COSTS, SO THAT THE TOTAL AGGREGATE LIABILITY OF RRM DESIGN GROUP TO THE CLIENT SHALL NOT EXCEED RRM DESIGN GROUP'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

By initialing and dating the following, each party agrees and accepts the limitations of liability described in this section:

 February 6, 2017  
RRM Design Group Date

Client Date

**INDEMNIFICATION.** Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, partners, members, employees, agents, retained consultants, and representatives from and against all damages, claims, losses, liens debts, expenses, causes of action, obligations, and judgments, including reasonable attorney's fees and costs, caused by the negligent acts or omissions or misrepresentations of



Client or Client's consultants, their officers, directors, partners, members, employees, agents, and representatives with respect to the Project or the default by Client hereunder but not to the extent caused by others for whom Client and its consultants are not responsible hereunder.

Subject to any limitations set forth in this Agreement, RRM Design Group shall indemnify and hold harmless Client and its officers, directors, members, and employees (collectively, the "Indemnitees"), but not any general contractor or others performing services for the Project, from and against all damages, losses, liens, judgments, and expenses caused by the negligent acts or omissions of RRM Design Group and its agents, representatives, employees, consultants, and contractors with respect to this Project or the default of RRM Design Group hereunder, but not to the extent caused by the Indemnitees or others for whom RRM Design Group is not responsible hereunder.

These indemnification provisions shall survive the termination of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

**INSURANCE.** RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

**TITLE.** It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall remain the property of RRM Design Group, who shall be deemed the author, and shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials

for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

**CLIENT RESPONSIBILITIES.** Client shall provide RRM Design Group with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments or audits.

Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume responsibility for the same. Client agrees to assume responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. Client agrees to indemnify RRM Design Group to the fullest extent allowed by law concerning any loss and/or claim which may arise from site conditions of which RRM Design Group has not been informed.



Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may require to verify the Contractor's applications for payment or to ascertain how or for what purposes the Contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency.

**STANDARD OF PERFORMANCE.** The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design's services. Client acknowledges that changes to this Project will inevitably be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

**OPINION OF PROBABLE COST.** Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services

provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

**HAZARDOUS ENVIRONMENTAL CONDITION.** Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. Client further agrees to defend, indemnify, and hold harmless RRM Design Group, its officers, directors, principals, employees, and subconsultants, from any Hazardous Materials related claims that may be brought by third parties.

**MEDIATION.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and RRM Design Group agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and RRM Design Group further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

**ARBITRATION.** In the event the parties to this Agreement are unable to reach a settlement of any dispute involving an amount of less than \$100,000.00 arising out of this Agreement or related to the services under this Agreement in accordance with the Mediation section above, then such disputes may, with the consent



of both parties, be settled by binding arbitration in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto. Except as otherwise provided herein, arbitration shall be the exclusive dispute resolution process. Any party may commence arbitration by sending a written demand for arbitration to the other parties. Such demand shall set forth the nature of the matter to be resolved by arbitration. The place of arbitration shall be in the County of San Luis Obispo, California. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of reasonable attorney fees, costs, and expenses incurred in connection with the arbitration. All decisions of the arbitrator shall be final, binding, and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or such court may issue a writ of execution to enforce the arbitrator's decision.

**LIENS.** This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Client agrees to provide to RRM Design Group the present name and address of the record owner of the property upon which the Project is located. Client also agrees to provide RRM Design Group with the name and address of any and all lenders who may loan money on the Project and who are entitled to receive a preliminary notice.

**SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

**FORCE MAJEURE.** RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or

governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for by Client in accordance with the terms of this Agreement.

**OTHER PROVISIONS.** This Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. The provisions of this Agreement are declared to be severable. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient.

**EXHIBIT A-1: SCHEDULE 1**

**Bill Rate Ranges**

*Subject to change effective March 1st each year*

Accounts Payable	\$ 45 - \$ 75
Administrative Assistant	\$ 40 - \$ 80
Administrative Support	\$ 40 - \$ 60
Agency Coordinator	\$ 55 - \$ 105
Architect	\$ 100 - \$ 150
Assistant Designer	\$ 70 - \$ 95
Assistant Manager of Architecture	\$ 120 - \$ 175
Assistant Planner	\$ 70 - \$ 95
Associate Designer	\$ 75 - \$ 115
Associate Planner	\$ 75 - \$ 115
Billing Clerk	\$ 40 - \$ 60
Billing Coordinator	\$ 45 - \$ 80
Chief Executive Officer	\$ 170 - \$ 270
Chief Operations Officer	\$ 135 - \$ 280
Construction Inspector	\$ 105 - \$ 150
Controller	\$ 110 - \$ 245
Design Director	\$ 130 - \$ 190
Designer I - Architecture	\$ 50 - \$ 100
Designer I - Engineering	\$ 40 - \$ 70
Designer II - Architecture	\$ 70 - \$ 110
Designer II - Engineering	\$ 55 - \$ 95
Designer III - Architecture	\$ 85 - \$ 145
Designer III - Engineering	\$ 75 - \$ 115
Engineer I	\$ 75 - \$ 100
Engineer II	\$ 90 - \$ 115
Facilities Coordinator	\$ 45 - \$ 75
Facilities Supervisor	\$ 60 - \$ 100
File Clerk	\$ 30 - \$ 55
Human Resources Assistant	\$ 45 - \$ 75
Human Resources Generalist	\$ 60 - \$ 100
Information Technology Assistant	\$ 40 - \$ 65
Information Technology Technician	\$ 60 - \$ 105
Information Technology Server/LAN Administrator	\$ 80 - \$ 135
Interior Designer I	\$ 51 - \$ 88
Interior Designer II	\$ 80 - \$ 105
Intern	\$ 35 - \$ 65
Job Captain	\$ 85 - \$ 145
Landscape Architect	\$ 90 - \$ 140
Manager of Architecture	\$ 150 - \$ 220
Manager of Engineering Services	\$ 150 - \$ 225
Manager of Human Resources	\$ 90 - \$ 145
Manager of Information Technology	\$ 105 - \$ 170
Manager of Landscape Architecture	\$ 134 - \$ 204
Manager of Marketing	\$ 95 - \$ 145

Manager of Planning	\$ 135 - \$ 205
Manager of Surveying	\$ 135 - \$ 210
Marketing Assistant	\$ 50 - \$ 65
Marketing Coordinator	\$ 60 - \$ 100
Office Coordinator	\$ 40 - \$ 80
Party Chief	\$ 80 - \$ 135
Payroll Administrator	\$ 45 - \$ 80
Principal	\$ 155 - \$ 250
Principal Landscape Architect	\$ 120 - \$ 190
Principal Planner	\$ 120 - \$ 190
Project Accountant	\$ 65 - \$ 100
Project Engineer	\$ 95 - \$ 125
Project Manager Architect	\$ 100 - \$ 160
Project Manager Engineer	\$ 115 - \$ 210
Receptionist	\$ 40 - \$ 65
Recruiter	\$ 70 - \$ 110
Senior Architect	\$ 125 - \$ 185
Senior Designer - Architecture	\$ 105 - \$ 150
Senior Designer - Engineering	\$ 90 - \$ 150
Senior Designer - Landscape Architecture	\$ 100 - \$ 145
Senior Engineer	\$ 115 - \$ 185
Senior Interior Designer	\$ 85 - \$ 130
Senior Land Surveyor	\$ 105 - \$ 160
Senior Landscape Architect	\$ 105 - \$ 145
Senior Marketing Coordinator	\$ 75 - \$ 115
Senior Party Chief	\$ 105 - \$ 160
Senior Planner	\$ 100 - \$ 145
Senior Project Engineer	\$ 115 - \$ 185
Senior Project Manager - Architecture	\$ 130 - \$ 195
Supervisor of Surveying	\$ 125 - \$ 175
Survey Technician I	\$ 45 - \$ 70
Survey Technician II	\$ 55 - \$ 100
Survey Technician III	\$ 75 - \$ 130

**Survey Crew Rates**

<b>REGULAR</b>	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
<b>PREVAILING WAGE</b>	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490





July 5, 2017

Paavo Ogren, General Manager  
Oceano Community Services District  
1655 Front Street  
Oceano, CA 93445

RE: **PROPOSAL FOR FEASIBILITY AND PLANNING SERVICES,  
OCEANO WATER STORAGE/TREATMENT FACILITY AND 19th STREET PARCEL**

Mr. Ogren:

Following is a proposal for services based on our conversation, our subsequent review of OCSD background materials, and our experience with similar recent projects. We understand your objectives are to reconfigure the water plant and develop the unpaved portion of 19th Street in a way that improves functional efficiency and public amenity. Additionally, a design will be developed for vehicular access to the neighboring residential property.

We propose to provide the following services and work products:.

## **SCOPE OF SERVICES**

### **Task 01: Project Set Up**

Set up project files; confirm project goals; identify project stakeholders; establish lines of communication.

### **Task 02: Background Data Assembly**

Assemble available existing information describing the potential building sites; identify legal, physical and logistical constraints on development; generate CAD drawing bases.

### **Task 03: Regulatory Analysis**

Document California Building Code, County Land Use Ordinance, Oceano Specific Plan, and related regulations that establish controls on development; seek interpretation as required.

### **Task 04: Conceptual Plan Alternates**

Generate at least three alternative plans for the subject site, for further analysis and for OCSD review and comment.

### **Task 05: Plan Refinement**

Refine the selected plan alternate to a level of detail adequate for engineering analysis and preliminary cost estimating; create three dimensional visualization.

### **Task 06: Preliminary Engineering**

Review detailed plan for grading, drainage, landscaping and street improvement opportunities; generate preliminary civil engineering plan.

**Task 07: Cost Opinion**

Using a combination of square-foot comparable cost modeling and public works estimating guides, generate preliminary opinion of probable construction cost for OCSD use.

**Task 08: Review and Refinement**

Present plan and cost findings, review and clarify as requested, and refine or expand work products as directed.

**Task 09: Summary Report**

Summarize conclusions in a brief report for OCSD use in master planning and fiscal processes.

**PROFESSIONAL FEES**

The following fee estimate is based on a projection of the Fraser Seiple team's time required to accomplish the work scope listed above. We propose to proceed under a purchase order with an hourly-plus-reimbursable-expense format and an agreed upper limit.

Fraser Seiple Architects	
Principal: 50 hours @ \$135.00 per hour =	6,750.00
Architect: 60 hours @ \$110.00 per hour =	6,600.00
Drafter: 80 hours @ \$76.00 per hour =	6,080.00
Ground Up / KVC Engineering	
Civil Engineer: 8 hours @ \$130.00 per hour =	1,040.00
Civil Designer: 42 hours @ \$95.00 per hour =	3,990.00
Expense Allowance (prints, copies, media, travel):	<u>500.00</u>
Total Estimated Fees:	<b>\$24,960.00</b>

We feel that, making typical allowances for the scheduling of meetings and stakeholder review, we should be able to complete this scope of work within about 8 weeks of authorization to proceed. Thank you for the opportunity to propose these services. Please feel free to contact me if I can answer any questions or provide any additional information in connection with this proposal.

Sincerely,



Bruce D. Fraser, AIA  
Principal  
FRASER SEIPLE ARCHITECTS





# Oceano Community Services District

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

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

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**Date:** August 9, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(C): Discussion of transition planning for the District's General Management**

## **Recommendation**

It is recommended that your Board discuss transition planning for the District's General Management and provide direction as you deem appropriate.

## **Discussion**

The District's contract with the General Manager has a term of July 21, 2014 through July 21, 2018. The hiring of the current general manager was substantially based on the District's status in 2014, several years of instability in the position, significant water fund budget deficits, and the overall need for the District to set a new and productive course of action. Over the course of the past three years, the Board, management and district staff have addressed numerous high priority items (along with other items) and have helped ensure that the District is completing the tasks and various work efforts associated with District services. Although more work is yet to be accomplished in the fourth year of the general manager's contract, developing a transition plan is important to help focus on upcoming District needs and the traits of a general manager that can best help the District meet those future needs.

The need for the District to implement an infrastructure upgrade and replacement program is currently one of the District's primary goals. Several years of deferring infrastructure projects is being addressed with grant funding provided by Proposition 84 and Proposition 1 in a combined amount of approximately \$375,000. This work effort will include developing an update to the 2009 Master Water Plan, the sewer system lateral program, other facilities planning and related funding plans. Implementing projects will occur over the next several years with some improvements anticipated in the next few years and others over a 5-10 year outlook. Identifying the traits for preferred applicants should consider individuals with project management experience to lead implementation efforts. Individuals with project management experience are often engineers, and it is common for community services districts to hire engineers as general managers. Project management is not limited to engineering professionals, however, and seeking a candidate who has both project management and general management experience would seemingly be preferable. Likewise, an engineer who also has experience with development projects and engineering standards would be beneficial.



In addition to discussing the traits of the ideal candidate, timing should also be discussed. If the recruitment is constrained by timing restrictions, the ability of the District to hire will be hindered. Additionally, early notification to professional groups that the position will be open in 2018, and a brochure on the District including recent accomplishments and future goals, will hopefully help increase awareness of the position. It will be important to illustrate that a successful candidate will have the opportunity of working in a small group setting that takes pride in serving the community, teamwork, and adhering to professional standards and camaraderie. Just as applicants present their experience and abilities, the District should pursue recruitment efforts in light of the positive efforts that have been occurring and why the District provides a positive work environment.

### **Other Agency Involvement**

The District's general manager interacts with multiple other agencies and the traits of the next general manager should include strong written and verbal communication skills. Experience in negotiations, obtaining permits from federal, state and local agencies, and regulatory compliance should also be preferred traits.

### **Other Financial Considerations**

Subsequent discussions with the Board on a salary range will be important. Staff can provide a comparison of general manager salaries of other local agencies for comparison purposes.

### **Results**

Developing a transition plan will help promote a well managed and well governed community. Ideally, hiring will take place early so that overlap can occur, which will promote transition training, and improve the timing of infrastructure efforts.



# Oceano Community Services District

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

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

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**Date:** August 9, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(D): Consideration of a recommendation to authorize the Board President to approve a purchase order to replace a damaged fire hydrant and repair related damages on 20<sup>th</sup> Court.**

## **Recommendation**

It is recommended that your Board authorize the Board President to approve a purchase order to replace a damaged fire hydrant and repair related damages on 20<sup>th</sup> Court in accordance with Public Contract Code Section 22032(a).

## **Discussion**

On the evening of July 23, 2017, District Staff responded to a vehicular incident on 20<sup>th</sup> Court that damaged a District fire hydrant and caused other damages. The cost of repairs is anticipated to exceed the General Manager's purchasing authority and Board authorization for the Board President to approve a purchase order is needed at this time to prevent undue delays in procuring a contractor to perform repairs. In addition to the necessary hydrant repairs, the sidewalk has been undermined, which poses some safety concerns.

District staff informed County staff of the incident on July 24, 2017. Staff has requested coordination and/or direction from the County since sidewalk and street are under the jurisdiction of the County. District staff has also initiated the claims process with the insurance carrier identified in the Traffic Collision Report prepared by California Highway Patrol.

## **Other Agency Involvement**

The California Highway Patrol responded and prepared an incident report. The County of San Luis Obispo, Department of Public Works, has jurisdiction over sidewalk and street infrastructure, including the scope of repair work and inspection.



# Oceano Community Services District

Board of Directors Meeting

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## **Other Financial Considerations**

Public Contract Code Section (PCC) 22032(a) allows the District to negotiate contract work provided the total project costs do not exceed \$45,000. Although staff anticipates that the costs will exceed \$7,500 unless the County takes the lead on sidewalk and street repairs, the costs are anticipated to be well within limits established by PCC 22032(a).

## **Results**

Coordinating the repair work with the County and ensuring that the District can hire a contractor will help to ensure remedies are performed and promotes a safe community.