



Notice of Regular Meeting Oceano Community Services District - Board of Directors Agenda

WEDNESDAY, April 11, 2018 – 5:30 P.M.

Oceano Community Services District Board Room
1655 Front Street, Oceano, CA

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

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

1. CALL TO ORDER:

2. ROLL CALL:

3. FLAG SALUTE:

4. AGENDA REVIEW:

5. CLOSED SESSION:

- A. Pursuant to Government Code §54957.6: Conference with Labor Negotiators. Agency designated representative: General Manager, Paavo Ogren; Employee Organizations: a) Service Employees International Union 620 b) Unrepresented Management Positions

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.

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

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.

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 March 14, 2018
- B. Review and Approval of Minutes for the Regular Meeting on March 28, 2018
- C. Review and Approval of Cash Disbursements
- D. Submittal for approval an Intent to Serve Letter to Arnaldo Gomez; 2251 La Verne St.; Assessor's Parcel No. 062-068-012

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. Approval of a Recommendation to Set May 16, 2018 as the Application Deadline for Fireworks Permits
- B. Review of the District's Budget Status as of March 31, 2018
- C. Review and discuss annual adjustments to water charges pursuant to Ordinance 2015-01 and consideration of decreasing post-drought consumption charges.
- D. Update on the Lagoon waterline break and emergency efforts with Board direction as deemed appropriate.
- E. Consideration of Ballot and Voting for the San Luis Obispo County Local Agency Formation Commission Alternate Special District Member Representative

10. HEARING ITEMS:

A Public Hearing to consider bids received for the District's permanent utility relocation work required by the County of San Luis Obispo for the Airpark Bridge Replacement Project and Board approval to perform the work among options that include utilizing the County contractor(s), awarding the work to the District's low bidder, or adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by California Public Contract Code Section 22038; with an associated budget adjustments up to \$125,000.

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

13. FUTURE AGENDA ITEMS: District Policies Continued; update, Roles and Responsibilities with Related Agencies; Construction Documents, Five Cities Fire Authority 5, District Rules and Regulations, Seabreeze Mobile Home Park Continued

14. FUTURE HEARING ITEMS:

15. ADJOURNMENT:

AGENDA ADDENDUM MATERIALS: Budget Worksheets & Chronology of Budget Actions for Item 9B



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, March 14, 2018 – 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 Coalwell, Vice President Austin, and President White. Also present, General Manager Paavo Ogren, District Legal Counsel Jeff Minnery, and Business and Accounting Manager Carey Casciola. Board members absent Director Angello and Director Brunet.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **CLOSED SESSION:** was entered at approximately 5:35pm. Open session was resumed at approximate 6:10pm
No public comment
 - 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.,
Reportable action: None
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**
Public comment was received by Charles Varni, and Cinthia Replogle.
7. **SPECIAL PRESENTATIONS & REPORTS:**
 - a. Ben Fine City of Pismo Beach Public Works Director- The "Central Coast Blue" Recycle Water Project – Ben Fine gave a presentation. Public comment was received by Mary Martin, and Charles Varni.
 - b. **STAFF REPORTS:**
 - i. Operations - Field Supervisor Tony Marraccino – Field Supervisor Marraccino reported on 6 USA's, 8 work orders, 2 call outs, no SSO's, valve turning, VFD replaced, FOG program for 2017 complete, door hangers, and lock offs.
 - ii. FCFA - Chief Steve Lieberman – None
 - iii. OCSD General Manager – General Manager Ogren reported on LRRP from County, Bid docs for Air Park Drive, and will serve process with County.
 - iv. Sheriff's South Station – Commander Stuart McDonald – None
 - c. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
 - i. Director Angello – Absent
 - ii. Director Brunet – Absent
 - iii. President White – attended Sheriff's Town Hall Meeting
 - iv. Vice President Austin – reported on SSLOCSD
 - v. Director Coalwell – reported on Committee Meeting for Central Coast Blue
- c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**
No public comment.

| 8 CONSENT AGENDA: | ACTION: |
|--|---|
| <p>a. Review and Approval of Minutes for the Special Meeting on February 13, 2018</p> <p>b. Review and Approval of Minutes for the Regular Meeting on February 28, 2018</p> <p>c. Review and Approval of Cash Disbursements</p> <p>d. Consideration of a Recommendation to Approve a Single Day Use Permit for use of District Facilities on May 1, 2018 for SLO Air Pollution Control District (APCD)</p> | <p>After an opportunity for public comment and brief Board discussion, staff recommendations were approved with deletion of Item 8b and modification to Item 8c a correction on payroll taxes correct amount for total \$ 27,543.48 total disbursement approval to \$ 81,339.29 with a motion from Vice President Austin, a second by Director Coalwell and a 3-0 vote.</p> <p>No public comment.</p> |

| 9 A BUSINESS ITEM: | ACTION: |
|---|--|
| <p>Review, discuss and provide direction as deemed appropriate by your Board agenda items considered by the County of San Luis Obispo at their meeting on March 13, 2018 regarding fire and emergency services for Cayucos and by the San Luis Obispo County Local Agency Formation Commission at their meeting on March 15, 2018 regarding countywide fire and emergency services.</p> | <p>After an opportunity for public comment and brief Board discussion, item to be continued to a future meeting.</p> <p>No public comment.</p> |

| 9 B BUSINESS ITEM: | ACTION: |
|---|--|
| <p>Consideration of recommendations to authorize the General Manager to solicit bids for a Replacement Standby Generator in accordance with District Ordinance 2016-1 and to authorize the President to execute a purchase order for a replacement generator at an estimated combined cost of \$85,000, approval of a budget adjustment, and related actions.</p> | <p>After an opportunity for public comment and brief Board discussion, item to be continued to a future meeting for final action.</p> <p>Public comment was received by Brenda Lowe.</p> |

10. **HEARING ITEMS:** None

11. **RECEIVED WRITTEN COMMUNICATIONS:** None

12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** Letter written from CHP Jordan Richards regarding fireworks booth

13. **FUTURE AGENDA ITEMS:** District Policies Continued; Regional Groundwater Sustainability Project (RGSP) update, Roles and Responsibilities with Related Agencies; Emergency Generator, Construction Documents, Five Cities Fire Authority 5 Year Strategic Plan, Sea Breeze Mobile Home Park

14. **FUTURE HEARING ITEMS:** None

15. **ADJOURNMENT:** at approximately 8:00 pm



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, March 28, 2018 – 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:** All Board members present. Also present, General Manager Paavo Ogren, District Legal Counsel Jeff Minnery, Business and Accounting Manager Carey Casciola, and Board Secretary Celia Ruiz.
4. **AGENDA REVIEW:** Agenda approved as presented with an addition of Item 9C with a motion from Vice President Austin, a second by Director Coalwell and a 5-0 vote.
5. **CLOSED SESSION:** was entered at approximately 5:36pm. Open session was resumed at approximate 6:05pm
No public comment
 - 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.,
Reportable action: None
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**
Public comment was received by Bonnie, CHP Officer Jordan Richard, and Cynthia Repogle.
7. **SPECIAL PRESENTATIONS & REPORTS:**
 - a. **STAFF REPORTS:**
 - i. Operations - Field Supervisor Tony Marraccino – Field Supervisor Marraccino reported on 10 USA's, 7 work orders, 2 call outs, 8 service calls, daily rounds, meter reads, high's and low's, installed new water line on Paso Robles St., meter swaps, valve turning.
 - ii. FCFA - Chief Steve Lieberman – None
 - iii. OCSD General Manager – General Manager Ogren reported on website update, Bid docs for Air Park Drive are due Thursday April 5 @ 4pm.
 - iv. Sheriff's South Station – Commander Stuart McDonald – None
 - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
 - i. Director Angello – None
 - ii. Director Brunet – None
 - iii. President White – None
 - iv. Vice President Austin – reported on SSLOCSD, Zone 1 1A, and Oceano Advisory
 - v. Director Coalwell – reported on Committee Meeting for Central Coast Blue, LAFCO, and attended the Board of Supervisors Meeting
 - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**
No public comment.

| | |
|--|---|
| 8 CONSENT AGENDA: | ACTION: |
| a. Review and Approval of Minutes for the Special Meeting on February 28, 2018 | After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Brunet, a second by Director Coalwell and a 5-0 vote. No public comment. |
| b. Review and Approval of Cash Disbursements | |

| | |
|---|---|
| 9 A BUSINESS ITEM: | ACTION: |
| Submittal of a resolution adopting a policy governing bid protests and other challenges to construction contracts | After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Coalwell, a second by Director Brunet and a 5-0 roll call vote. No public comment. |

| | |
|--|--|
| 9 B BUSINESS ITEM: | ACTION: |
| Review, discuss and provide direction as deemed appropriate by your Board regarding the agenda item considered by the Five Cities Fire Authority at their meeting on March 16, 2018 proposing two preliminary budgets to develop the FY 2018-19 Budget | After an opportunity for public comment and brief Board discussion, Board direction for General Manager to continue working with Chief Lieberman and City Managers with a restructuring of JPA Agreement, and provide notification to City of Grover Beach that terminates direct billing as of July 1 st with a motion from Director Coalwell, a second by Director Angello and a 5-0 vote. Presentation was given by Chief Lieberman. Public comment was received by Patrick Ferguson, and Jeff Lane. |

Board recessed from 7:56- 8:05 pm

| | |
|--|---|
| 9 C BUSINESS ITEM: | ACTION: |
| Pursuant to Government Code 54954.2(b)(2): Proposal to add: Consideration upon a determination by a two-thirds vote of the Board that the waterline break under the Oceano Lagoon on Saturday, March 24, 2018, requires immediate action and to authorize the General Manager to hire a contractor if the remaining water supply pipeline fails | After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Coalwell, a second by Vice President Austin and a 5-0 vote. No public comment. |

10. HEARING ITEMS: None

11. RECEIVED WRITTEN COMMUNICATIONS: None

12. LATE RECEIVED WRITTEN COMMUNICATIONS: None

13. FUTURE AGENDA ITEMS: District Policies Continued; update, Roles and Responsibilities with Related Agencies; Construction Documents, Five Cities Fire Authority 5, District Rules and Regulations, Seabreeze Mobile Home Park Continued

14. FUTURE HEARING ITEMS: None

15. ADJOURNMENT: at approximately 8:14 pm



Oceano Community Services District

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

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

Date: April 11, 2018

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #8(C): 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* | Amounts |
|--|-----------------|--------------------|
| | 56882 - 56909 | |
| Disbursements Requiring Board Approval prior to Payment: | | |
| Regular Payable Register – paid 04/11/2018 | 56892 - 56909 | \$20,780.90 |
| | | |
| Subtotal: | | \$20,780.90 |
| Reoccurring Payments for Board Review (authorized by Resolution 2016-07): | | |
| Payroll Disbursements – pay period ending 03/31/2018 | N/A | \$27,993.68 |
| Reoccurring Utility Disbursements – paid 03/28/2018 | 56882 - 56887 | \$2,434.85 |
| Reoccurring Health/Benefits – paid 03/28/2018 | 56888 - 56891 | \$6,047.36 |
| | | |
| Subtotal: | | \$36,475.89 |
| Grand Total: | | \$57,256.79 |

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.

4/06/2018 11:47 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: 056892 THRU 056909

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT--- | STATUS | FOLIO | CLEAR DATE |
|-----------------------------|-----------|----------|--------|--------------------------------|---------------|-------------|-------|------------|
| CHECK: | ----- | | | | | | | |
| 1-1001-000 | 4/06/2018 | CHECK | 056892 | PETTY CASH | 38.75CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056893 | BRENNTAG PACIFIC, INC. | 1,139.37CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056894 | DIVERSIFIED PROJECT SERVICES I | 9,020.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056895 | ARAMARK | 136.14CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056896 | CENTRAL COAST TECHNOLOGY CONSU | 316.06CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056897 | AUSTIN, LINDA | 600.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056898 | COALWELL, JAMES | 350.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056899 | GSI WATER SOLUTIONS, INC. | 2,520.04CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056900 | EVERYWHERE RIGHT NOW, INC. | 360.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056901 | CITY OF ARROYO GRANDE | 3,228.62CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056902 | J.B. DEWAR, INC. | 544.29CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056903 | MINER'S ACE HARDWARE, INC. | 143.47CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056904 | QUILL CORPORATION | 128.46CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056905 | SLO CO PUBLIC HEALTH DEPT. | 471.90CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056906 | SHORELINE LANDSCAPE & MAINT. I | 410.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056907 | SOUTH COUNTY SANITARY SERV | 107.83CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056908 | THE TRIBUNE | 468.47CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/06/2018 | CHECK | 056909 | WILSON ENGINEERING | 797.50CR | OUTSTND | A | 0/00/0000 |
| TOTALS FOR ACCOUNT 1-1001-0 | | | | CHECK | TOTAL: | 20,780.90CR | | |
| | | | | 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 April 11, 2018

| | (*) | |
|---|-------------|-------------|
| Gross Wages | 3/17/2018 | 3/31/2018 |
| Regular | \$23,122.93 | \$23,142.38 |
| Overtime Wages | \$702.34 | \$1,333.07 |
| Stand By | \$700.00 | \$700.00 |
| Gross Wages | \$24,525.27 | \$25,175.45 |
| | | |
| Disbursements | | |
| Net Wages | \$18,425.94 | \$19,010.00 |
| State and Federal Agencies | \$4,918.07 | \$5,069.39 |
| CalPERS - Normal | \$3,914.29 | \$3,914.29 |
| Total Disbursements processed with Payroll | \$27,258.30 | \$27,993.68 |
| | | |
| Health & Other (Disbursed with reoccurring bills) | \$3,553.40 | \$3,553.40 |
| Total District Payroll Related Costs | \$30,811.70 | \$31,547.08 |

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

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: 056882 THRU 056887

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT--- | STATUS | FOLIO | CLEAR DATE |
|-----------------------------|-----------|----------|--------|--------------------------------|---------------|------------|-------|------------|
| CHECK: | | | | | | | | |
| 1-1001-000 | 4/04/2018 | CHECK | 056882 | RABOBANK EQUIPMENT LEASE | 755.60CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056883 | DE LAGE LANDEN FINANCIAL SERVI | 157.66CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056884 | ADVANTAGE ANSWERING PLUS, INC | 407.50CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056885 | AGP VIDEO INC. | 585.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056886 | CHARTER COMMUNICATIONS | 130.00CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056887 | COASTAL COPY, INC. | 399.09CR | OUTSTND | A | 0/00/0000 |
| TOTALS FOR ACCOUNT 1-1001-0 | | | | CHECK | TOTAL: | 2,434.85CR | | |
| | | | | DEPOSIT | TOTAL: | 0.00 | | |
| | | | | INTEREST | TOTAL: | 0.00 | | |
| | | | | MISCELLANEOUS | TOTAL: | 0.00 | | |
| | | | | SERVICE CHARGE | TOTAL: | 0.00 | | |
| | | | | EFT | TOTAL: | 0.00 | | |
| | | | | BANK-DRAFT | TOTAL: | 0.00 | | |
| TOTALS FOR POOLED CASH FUND | | | | CHECK | TOTAL: | 2,434.85CR | | |
| | | | | 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: 056888 THRU 056891

| ACCOUNT | --DATE-- | --TYPE-- | NUMBER | -----DESCRIPTION----- | ----AMOUNT--- | STATUS | FOLIO | CLEAR DATE |
|-----------------------------|-----------|----------|--------|--------------------------------|---------------|------------|-------|------------|
| CHECK: ----- | | | | | | | | |
| 1-1001-000 | 4/04/2018 | CHECK | 056888 | BLUE SHIELD OF CALIFORNIA | 4,736.32CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056889 | THE LINCOLN NATIONAL LIFE INSU | 1,058.88CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056890 | VSP VISION | 105.80CR | OUTSTND | A | 0/00/0000 |
| 1-1001-000 | 4/04/2018 | CHECK | 056891 | SEIU LOCAL 620 | 146.36CR | OUTSTND | A | 0/00/0000 |
| TOTALS FOR ACCOUNT 1-1001-0 | | | | CHECK | TOTAL: | 6,047.36CR | | |
| | | | | 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: | 6,047.36CR | | |
| | | | | 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

Date: April 11, 2018
To: Board of Directors
From: Celia Ruiz, Will Serve Coordinator
Via: Paavo Ogren, General Manager
Subject: **Agenda Item #8d:** Submittal for approval an Intent to Serve Letter to Arnaldo Gomez; 2251 La Verne St.; Assessor's Parcel No. 062-068-012

Recommendation

That your Board authorize the General Manager or his designee to send the attached Intent to Serve Letter to Arnaldo Gomez; 2251 La Verne St.; Assessor's Parcel No. 062-068-012

Discussion

Mr. Gomez submitted a request for a will-serve letter on February 26, 2018 attached and staff has prepared the attached "intent to serve" letter for your Board's consideration. Staff has not identified any special concerns for the proposed development that would require any special conditions or denial of the request.

Current Status

The owner is in process of obtaining building permit from the County. Owner is proposing a remodel/addition to existing residence.

Other Agency Involvement

The County of San Luis Obispo issues building permits for land development in Oceano. The issuance of will-serve letters and

| | |
|---------------------------------|-------------------|
| NAME OF APPLICANT | ARNALDO GOMEZ |
| APPLICATION DATE RECEIVED | FEBRUARY 26, 2018 |
| ADDRESS | 2251 LA VERNE ST |
| ASSESSORS PARCEL NUMBER | 062-068-012 |
| TYPE OF USE | SFR |
| CONFIRMATION OF OWNERSHIP | YES |
| OFFSITE IMPROVEMENTS? | YES |
| REIMBURSEMENT AGREEMENT? | NO |
| PREVIOUS WILL SERVE ISSUED | NO |
| EXPIRATION DATE | |
| FEES REQUIRED | \$ 1,375.00 |
| SSLOCS D FEE SIGN-OFF REQUIRED? | YES |
| FOG PROGRAM REQUIRED? | NO |
| SSLOCS D SIUP REQUIRED? | NO |
| LETTER FROM FCFA? | STILL NEEDED |



Oceano Community Services District

Board of Directors Meeting

conditions of development is also coordinated with the Five Cities Fire Authority and the South San Luis Obispo County Sanitation District.

Other Financial Considerations

Owner may need to upgrade the water line for a 1" meter per FCFA to meet NFPA 13D Fire Protection System requirement.

Fees due before building permit.

| Description | Estimate |
|------------------------------|--------------------|
| <i>Water Connection Fees</i> | |
| Meter 1" | \$ 1,350.00 |
| Inspection Fee | \$ 25.00 |
| Total Estimated Fees | \$ 1,375.00 |

Results

Providing will serve letters for new development is consistent with the County's General Plan and the interests of the property owner.

Attachments:

- Will serve request from Arnaldo Gomez
- Intent to Serve Letter



Oceano Community Services District

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

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

INTENT-TO-SERVE APPLICATION

DATE: 2/26/18

1. This is an application for: **Water and Sewer**

2. SLO County Planning Department/Tract or Development No.: _____

3. Attach a copy of SLO County Application.

Note: District Intent-To-Serve letters expire twelve (12) months from date of issue, unless the project's County application is deemed complete.

4. Project Location: 2251 La Verne St Oceano CA 93445

5. Assessor's Parcel Number (APN) of Lot(s) to be served: 062-068-012

6. Owner Name: Arnaldo Gomez

7. Mailing Address: Same as above

8. Email: arnold.gomez@yahoo.com

9. Phone: 805 546 4277 Fax: _____

10. Agent's Information (Architect or Engineer):

Name: Omnico

Address: 110 S. Pine St. Ste 106 Santa Maria CA 93456

Email: omnicoad@yahoo.com

Phone: (805) 922-4731 Fax: (805) 922-4732

11. Type of Project: (Check Box)

Single-family dwelling units

Private Contractor to perform work

Multi-family dwelling units

We request OCSD to perform work

Commercial

Mixed Use (Commercial & Residential)

remodel/addition

12. Site Plan:

All projects, please submit two (2) full sets of plans in 11x17 format. (If available, please also submit in digital format). Show parcel layout, water & sewer laterals, and general off-site improvements, as applicable. *Please note that plans will not be returned.*

13. Agreement:

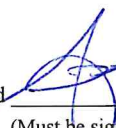
The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, Indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities of any kind whatsoever arising out of or related to this Agreement.

Nothing in the foregoing indemnity provision shall be construed to require Applicant to Indemnify District against any responsibility or liability or contravention of Civil Code §2782.

Comply with all District Rules and Regulations.

| |
|--|
| <p>Application Processing Fee.....\$30.00 per structure and/or separate residential unit, whichever is greater.</p> <p>Initial deposit for fees and costs (see note¹):.....\$750.00 per project</p> |
|--|

Date: 2/26/18

Signed 
(Must be signed by owner or owner's agent)

Print Name Arnaldo Gomez

¹ The initial deposit will be applied to meter costs established by District Ordinance 2006-2, and/or District reimbursable costs established pursuant to Resolution 2015-9. In the event the application is withdrawn or not approved, any remaining balance will be refunded to the applicant. The initial deposit may also need to be increased, along with execution of a Reimbursement Agreement, as provided for in Resolution 2015-9, depending on the complexity of issues involving the applicant's project.

April 11, 2018

Arnaldo Gomez
2251 La Verne St
Oceano, CA 93445

**SUBJECT: Intent to Serve Letter – Water and Wastewater Collection
APN 062-068-012; OCSD PROJECT #6537 OWNER/PROJECT: GOMEZ / REMODEL**

Dear Mr. Gomez:

The purpose of this letter is in response to your request for a will serve letter dated February 26, 2018 and to provide you with a confirmation that it is the intent of the Oceano Community Services District (OCSD) to serve you water and provide you wastewater collections services for the project described in this letter.

Please understand that prior to obtaining any building permit from the County of San Luis Obispo for the project, you must obtain a final will-serve letter from the District. In order to obtain a final will-serve letter, the conditions of this "intent to serve" letter must be fully satisfied, or otherwise waived or modified by the Board of Directors unless the General Manager is authorized to modify or waive. In addition, other agencies related to the OCSD, specifically the Five Cities Fire Authority (FCFA) and the South San Luis Obispo County Sanitation District (SSLOCSD) may also have conditions that you must satisfy and provide proof of doing so to the OCSD.

In the event that facts and circumstances associated with your application include errors or omissions, or for other reasons needed to ensure compliance with the OCSD ordinances, resolutions and/or rules and regulations, the OCSD reserves the right to modify the conditions prior to approval of the final will serve letter. In the event of non-compliance with the OCSD requirements, the OCSD reserves the right to take any and all actions necessary to ensure compliance and to also request that the County of San Luis Obispo take any and all actions to help ensure compliance, including but not limited to stop notices on construction activities.

Oceano Community Services District intends to serve the single-family residence development proposed for 2251 La Verne St subject to the following conditions:

1. Payment of \$ 1,375.00 is due to OCSD.
2. Approval by OCSD of the following items on the project's plans and specifications submitted to the County of San Luis Obispo:
 - a. Onsite water and sewer services and cleanouts.
 - b. Offsite improvements if applicable. If off-site improvements are required, you must provide engineered plans and submit them to the District for review and approval, which may also include requirements from the FCFA and street lighting. You will also be required to execute a reimbursement agreement to cover costs of the OCSD on a time and materials basis.

3. If any of the OCSD facilities are required to be modified because of required conditions of the District or any other agency having jurisdiction over the proposed development, you are responsible for providing plans and specifications to the District for review and approval and for paying the costs of those modifications whether the work is done under your control or by the OCSD. You will also be required to execute a reimbursement agreement to cover costs of the OCSD on a time and materials basis.
4. If District facilities (such as water and/or sewer lines) extend into or across the subject property, you will be required to prepare and submit appropriate easement documents and/or encroachment permits for acceptance by the District's Board of Directors and recording with the County Clerk-Recorder.
5. You must provide letters from FCFA and SSLOCSD that indicates that they have reviewed your project and identifies any conditions that they require of the project. If no conditions are required by FCFA and/or SSLOCSD, the letter(s) must clearly state that no conditions are required.
6. All project improvements approved by OCSD will require final inspections by OCSD prior to the issuance of a final will serve letter.

This intent to serve letter will expire April 11, 2019 and is nontransferable. If you have any questions, please contact the office at (805) 481-6730.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

Celia Ruiz, Will Serve Coordinator



Oceano Community Services District

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

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

Date: April 11, 2018

To: Board of Directors

From: Celia Ruiz, Account Administrator III

Via: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #9(A): Approval of a Recommendation to Set May 16, 2018 as the Application Deadline for Fireworks Permits

Recommendation

It is recommended that your Board set May 16, 2018 as the application due date for organizations interested in obtaining approval to operate "safe and sane" fireworks stands in Oceano.

Discussion

Annually, the District accepts and approves applications for organizations to operate "Safe and Sane" fireworks stands. Resolution 1997-12 provides that "The District will reserve an application for succeeding years for those vendors that comply with all District Rules and Regulations for the sale of Safe and Sane Fireworks." It also provides that, until amended, the District will issue up to five (5) permits. In 2017, the following organizations obtained approval from the District:

- The Anchor of Faith Apostolic Church
- The Church of God of Prophecy
- The Five Cities Aerie No. 4153 F.O.E.
- Open Door Pre-School

Attached is the application that the District has used in prior years and which has been updated for the current year.



Oceano Community Services District

Board of Directors Meeting

The proposed time frames for sales of Safe and Sane fireworks:

| | |
|--|--|
| Application process opens | April 12, 2018 |
| Application process closes | May 16, 2018 |
| Board of Director Approval of Applications | May 23, 2018 |
| Booths begin sales | No sooner than noon June 28 |
| Booth sales end | No later than noon July 5 |
| Discharge of Safe and Sane firework | Oceano allows the discharge of fireworks all day every day of the year |

Mandatory meeting will be held on June 4th at Grover Beach station at 7:30 pm

Other Agency Involvement

The Fire Chief of Five Cities Fire Authority (FCFA) is the official recipient of applications in accordance with Resolution 1991-2. Oceano CSD staff will facilitate the efforts with FCFA and coordinate final recommendations for your Board's consideration on May 23, 2018. Discussions with FCFA Chief, S. Lieberman, have identified firework related issues (exhausted fireworks left in the streets and misc. other debris left behind) stemming from previous years. FCFA Chief Lieberman will be working with all three agencies to determine possible solutions.

Other Financial Considerations

Each successful applicant is charged an administrative fee of \$385, which includes a non-refundable amount of \$335, and a refundable clean up fee of \$500. Each applicant must also provide a public liability and property damage insurance policy.

Results

The sale of Safe and Sane fireworks in accordance with established resolutions helps to ensure safe and well governed communities.

**OCEANO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 1991 - 2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
ESTABLISHING RULES AND REGULATIONS CONCERNING THE
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS**

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

SECTION ONE: PURPOSE The Board of Directors desire to adopt rules and regulations governing the sale at retail and use of safe and sane fireworks within the boundaries of the District.

SECTION TWO: REGULATIONS AND RULES PERTAINING TO THE SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS The possession, use, storage for purposes of sale at retail, and sale at retail of safe and sane fireworks within the Oceano Community Services District is allowed subject to the following rules and regulations:

2.1 **Definition of Safe and Sane Fireworks.** "Safe and sane fireworks" shall mean those fireworks defined as "safe and sane" in California Health and Safety Code Section 12529 and classified by the State Fire Marshal as "safe and sane" in accordance with Section 12562 of the Health and Safety Code.

2.2 **Application.** Any person, as defined in the Health and Safety Code Section 12523, desiring to sell at retail safe and sane fireworks within the District must first make written application for a permit to the Fire Chief. The applicant must be 21 years of age or older. The application for permits shall be made in writing at least twenty-three days (23) days prior to the proposed sale and contain the following information:

- A. The name, age, address, and telephone number of the applicant.
- B. The organization that the applicant represents.
- C. The proposed location of the booth and the land owner's consent to the use of the proposed location.
- D. Evidence of a valid license to perform those acts specified on the application for a permit as defined in Health and Safety Code Section 12517.
- E. A statement that the applicant will obtain all necessary permits and licenses including business licenses to perform those acts specified on the application for a permit.
- F. A deposit of \$50.00 as a process/administrative fee. In the event the permit is not issued to the applicant, the deposit will be refunded.

2.3 **Investigation and Report.** The Fire Chief shall undertake an investigation and submit a report of his/her findings and recommendation concerning the issuance of the permit, together with the reasons therefor, to the Board of Directors.

2.4 **Grant or Denial of Permit.** The Board of Directors may grant or deny the permit, subject to such reasonable conditions, if any, as it shall prescribe. Such conditions shall include, but not be limited to:

- A. The permittee shall deposit a clean-up fee of \$500.00 which may be

**OCEANO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 1991 - 2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
ESTABLISHING RULES AND REGULATIONS CONCERNING THE
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS**

- refunded in whole or in part, as determined by the District, if the sale location is properly cleaned up as determined by District.
- B. The permittee must require that each purchaser of safe and sane fireworks sign a statement that such purchaser is sixteen (16) years of age or older.
 - C. Notwithstanding any other provision of law, the permittee shall furnish to the Fire Chief a policy of public liability and property damage insurance, with a deductible acceptable to the Fire Chief, with limits of bodily injury of not less than fifty thousand dollars (\$50,000.00) for one person or one hundred thousand dollars (\$100,000.00) for each occurrence annually and with a limit of property damage liability of not less than twenty-five thousand dollars (\$25,000.00) for each occurrence as payment for damages to persons or property which may result from, or be caused by, any negligence on the part of the permittee or his or its agents, servants, employees, or subcontractors. The District and its officers, directors, and employees shall be named as additional insureds under such public liability policy. A certificate of insurance shall be presented consistent with the above prior to sale and shall provide that the insurer will not cancel the coverage without fifteen (15) days prior written notice to the Fire Chief.
 - D. The permittee has obtained all necessary permits and licenses referenced in paragraph 2.2E above.
 - E. The number of permits is limited annually to five (5).

2.5 Designation of Location for Sale of Safe and Sane Fireworks. Any permit issued pursuant to subparagraph 2.4 above shall designate the location at which the permittee may sell at retail safe and sane fireworks.

2.6 Duration of Permit. The term of the permit shall coincide with the valid period of the license. This provision shall not prohibit the revocation of the permit by the Fire Chief for just cause where a fire nuisance exists or where personal injury may occur or where the permittee is in violation of District's rules and regulations.

2.7 Salespersons. No person under the age of 18 shall sell, or handle for sale, any safe and sane fireworks.

2.8 Violations. In addition to any other violations provided by law, the following shall constitute violations related to the possession, storage, sale at retail, and use of safe and sane fireworks within the District:

- A. It is unlawful for any person to sell, or offer for sale, safe and sane fireworks at any time outside of the period specified in Section 12599 of the Health and Safety Code, said period being from noon on June 28 to noon on July 6.
- B. It is unlawful for any person to store for sale any safe and sane fireworks without having in his/her possession a valid permit as required by this Ordinance.

**OCEANO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 1991 - 2**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
ESTABLISHING RULES AND REGULATIONS CONCERNING THE
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS**

fireworks for which a license is required and which has been revoked or surrendered or any license which has not been renewed and such storage or possession is held beyond the period provided for in Section 12604 of the Health and Safety Code.

- D. It is unlawful for any person to store, sell, or discharge any safe and sane fireworks in or within one hundred (100) feet of a location where gasoline or any other Class 1 flammable liquids are stored or dispensed.
- E. It is unlawful for any person to place, throw, discharge or ignite, or fire any safe and sane fireworks at any person or group of persons where there is a likelihood of injury to any such person.
- F. It is unlawful for any person to sell or transfer any safe and sane fireworks to a consumer or user thereof other than at a fixed place of business of a retailer for which a license and permit have been issued.
- G. It is unlawful for any person to allow or permit a fire nuisance, as defined in Section 12510 of the Health and Safety Code, to exist on any premises where any safe and sane fireworks are sold or stored.
- H. It is unlawful for any person to conduct a public display without possessing a valid permit for this purpose.
- I. It is unlawful for any person to advertise to sell safe and sane fireworks without a valid license and permit.
- J. It is unlawful for any person to sell, give, or deliver any safe and sane fireworks to a person who is under sixteen (16) years of age.
- K. It is unlawful for any person to perform any act, or transact or attempt to transact any business, with an expired license or an expired permit where a license or permit is required for the performance of such act or transaction.

2.9 Penalties. Except as provided in Section 12702 of the Health and Safety Code, any person who violates any provision of Section 2 of this Ordinance, or any regulations issued pursuant thereto, is guilty of misdemeanor, and upon conviction shall be punished by a fine of not less than five hundred dollars (\$500.00) or more than one thousand dollars (\$1,000.00), or by imprisonment in the San Luis Obispo County Jail for not exceeding one year, or by both such fine and imprisonment.

SECTION THREE: VIOLATION OF ORDINANCE The Fire Chief, or his or her duly authorized representative, is hereby authorized to issue citations for the misdemeanors specified in Section 13871 of the Health and Safety Code and for violations of this Ordinance. The provisions of Chapter 5C (commencing with Section 853.1) of Title 4 of Part 2 of the Penal Code shall apply.

SECTION FOUR: INCONSISTENCY To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District ordinance, motion, resolution, rule or regulation governing same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent and conflicting provisions of prior

OCEANO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 1991 - 2

AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE OCEANO COMMUNITY SERVICES DISTRICT
ESTABLISHING RULES AND REGULATIONS CONCERNING THE
SALE AT RETAIL AND USE OF SAFE AND SANE FIREWORKS

ordinances, motions, resolutions, rules or regulations are hereby repealed.

SECTION FIVE: SEVERABILITY If any section, subsection, clause, or phrase of this Ordinance is, for any reason, found to be invalid or unconstitutional, such finding shall not affect the remaining portions of this Ordinance.

The Board hereby declares that it would have passed this Ordinance by section, subsection, sentence, clause, or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases are declared invalid or unconstitutional.

SECTION SIX: EFFECTIVE DATE This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage; and before the expiration of fifteen (15) days after passage of this Ordinance, it shall be published once with the name of the members of the Board of Directors voting for and against the Ordinance in the Five Cities Times Press Recorder.

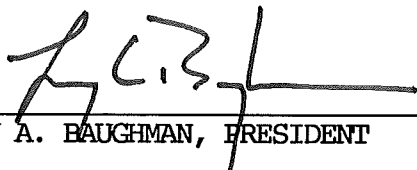
INTRODUCED at a regular meeting of the Board of Directors held on April 24, 1991, and PASSED and ADOPTED by the Board of Directors of the Oceano Community Services District on May 8, 1991, by the following roll call vote, to wit:

AYES: President Baughman, Director Twitchell, Director Angello,
Director Senna, Director Esposito

NOES: None

ABSENT: None

ABSTAINING: None



LARRY A. BAUGHMAN, PRESIDENT

ATTEST:



GINA A. DAVIS, DEPUTY BOARD SECRETARY

April 12, 2018

Address

Dear Name:

Enclosed is the Application for the Sale of Safe & Sane Fireworks and a Property Owner's Letter of Permission to Sell Fireworks within the Oceano Community Services District for July 4, 2018. Please note that both forms must be completed and returned by May 16, 2018; the \$500.00 refundable cleaning deposit and \$385.00 administration fee will need to be submitted once Board of Directors has assigned a booth to your organization. Applications must be received by the May deadline to present to the Board of Directors for final determination on May 23, 2018.

If you have any questions, please feel free to call the District office 805-481-6730.

Sincerely,

OCEANO COMMUNITY SERVICES DISTRICT

Celia Ruiz, Account Administrator III

**APPLICATION FOR SALE OF FIREWORKS
WITHIN THE BOUNDARIES OF
OCEANO COMMUNITY SERVICES DISTRICT**

This application must be completed and returned to the District Office located at 1655 Front Street, Oceano, CA, 93445, by May 16, 2018. The application must be accompanied with the property owner's written permission for your proposed booth location. The \$500.00 refundable cleaning deposit and \$385.00 administration fee will need to be submitted once Board of Directors has assigned a booth to your organization.

Name of Applicant: _____

Representing/Organization: _____

Mailing Address of Organization/Applicant: _____

Telephone: Daytime _____ After 5:00 p.m. _____

Proposed Booth Location: _____

Property Owner's Name: _____

The Board of Directors has determined that participation is conditioned upon each organization indicating where the profits from their sales will be directed with at least 50% of the profits to be spent within Oceano/Halcyon. (Use back page if necessary). This statement will be reviewed by the Board of Directors before a permit is issued.

Please explain how the 2017 profits were used:

Please explain how you plan to use the 2018 profits for the benefit of Oceano/Halcyon:

Signature of Applicant Date

**PROPERTY OWNER'S LETTER OF PERMISSION
TO SELL FIREWORKS**

Fire Chief Lieberman
Oceano Community Services District
PO Box 599
1655 Front Street
Oceano, CA 93475

SUBJECT: FIREWORKS BOOTH LOCATION/PROPERTY OWNER'S CONSENT

Dear Fire Chief Lieberman:

Permission is hereby granted to _____ on behalf of the
Applicant's Name

_____ and _____
Organization Selling Fireworks Fireworks Company's Name

for the exclusive right to use the property located/named below for their 2018 fireworks booth:

Street Address or Location Description

City, State, Zip Code

Assessor's Parcel Number

This address is within the boundaries of the Oceano Community Services District. It is understood that this sale will be conducted in accordance with all District, County, and State regulations.

By: _____
Signature of Property Owner

Please PRINT Property Owner's Name

PROPERTY OWNER'S MAILING ADDRESS AND TELEPHONE NUMBER

Dated this _____ day of _____, 2018



Oceano Community Services District

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

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

Date: April 11, 2018

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #9(B) – Review of the District’s Budget Status as of March 31, 2018

Recommendation

It is recommended that your Board review and discuss the District’s budget status as of March 31, 2018 and provide direction to staff as you deem appropriate.

Discussion

The attached worksheets have been prepared to review the status of this year’s budget. They have been designed to include the following:

- ✓ Current fiscal year adopted budget
- ✓ Current fiscal year actual revenues and expenditures as of March 31, 2018
- ✓ Current percentage of adopted budget
- ✓ Chronology of Budget Actions

In reviewing the worksheets we can spot items of significance. The column containing the percent of the 2017/18 budget utilized in the third quarter of fiscal year 2017-2018 illustrates that revenues and costs are on track to remain within the budget.

Quarter 3 - Expenses:

There are a few expenses that are front loaded and paid at the beginning of the fiscal year that look as though the District has spent more than 75% of the overall budget. The front loaded expenses are as follows:

1. Water Supply from Lopez Expense
2. Local Agency Formation Commission Expense (LAFCO)
3. Membership Expense (CRWA)



4. Boot Allowance Expense
5. Annual Software Maintenance
6. CalPERS UAL Payment
7. Liability Insurance

Certain expense items in the Administrative Fund are running high since the items are now charged to administration, but were budgeted throughout the operating funds. Savings in the operating funds for these items will cover the corresponding increase in the administrative cost allocations. The expenses are as follows:

1. Vacation, sick & other paid leave (Wages & Salaries)
2. CalPERS
3. Medicare
4. State Compensation
5. Employee Insurances
6. Utility Billing Mailing Expense
7. Communication & Dispatch
8. Clothing Expense

Then there are a few costs running high in the first three quarters and are anticipated to level out in the upcoming quarter. For example, in the General Fund information systems costs are running high due to the once a year physical inspection and cleaning of the hardware in the server room. In the Sewer Fund, maintenance on structures is running high from the tenting of the yard for termites. These costs are anticipated to level out in the upcoming quarter.

Costs related to the Santa Maria Ground Basin Litigation saw an increase in the first three quarters of this fiscal year and are expected to exceed budget due to recent case management conferences with the presiding judge. Savings in water fund expenses, primarily savings in State Water costs, are anticipated to cover the additional costs relating to groundwater litigation.

The costs related to the operations and maintenance of the water storage tanks has been tracked separately from maintenance done on structures and equipment and has totaled over \$12,000 in the Water expenditures. This was for services related to the diving and cleaning of the sediment at the bottom of the tanks and for welding done to the exterior of the roof.



Last year in August, the Board approved to fund \$9,980 for the “Earth Genius” education program at Oceano Elementary School. The first payment to “Earth Genius” is reflected in the Garbage Fund under “school outreach programs” and the savings in the Garbage Fund will continue to fund the rest of the program.

Quarter 3 - Revenues:

There are revenues that are higher than the budgeted income for the third quarter. These revenues arise from the timing of the third quarter review:

1. Landfill Savings Payment – The amount is provided in the franchise agreement and will result in unanticipated revenues of \$7,756 since it was not included in the budget estimates.
2. Water and Sewer Sales – Five of the six billing cycles have been sent to the customers in the first three quarters (5/6= 83.33%)
 - i. Revenues that are related to the supplemental water charge for Lopez are coming in about 4% higher than the budgeted Lopez Remediation Sales.
 - ii. Revenues that are related to the base rate and tiers are coming in about 1% less than the budgeted Water Sales.

Revenues related to connections from new development for both Water and Sewer look under budget. This is because the District only takes the fees paid by developers into revenues after the development is connected and a meter has been installed. The fees paid in just 2017-18 are approximately \$28,000 and the analysis on additional revenues from current year private projects that have been completed or will be completed before June 30th during year end analysis. Development related revenues are anticipated to meet or exceed budgeted revenues.

Closely monitoring the budget in a conservative manner will help ensure remaining within budget. The 4th quarter results, as of June 30, 2018, will be provided to your Board at your second regular meeting in August 2018.

Other Agency Involvement

N/A



Other Financial Considerations

Items that may influence the budget in the future:

1. Emergency Generator Project – the project will be considered by your Board for final approval in the near future. Due to the uncertainties regarding future fire and emergency services, your Board considered final funding approval on March 14th but continued the item. County permitting conditions are also being addressed and the final selection of the generator and budget adjustments are anticipated for the Board meeting of April 25, 2018. Public Facilities Fees, which exceed \$200,000 are more than sufficient to cover project costs, or alternatively, advanced repayment of a portion of the water interfund loan due to the General Fund. Estimated costs are approximately \$85,000.
2. Utility Relocation Projects with the County of San Luis Obispo –
 - a. Highway One Project – The utility relocation project cost estimate is \$109,868 and a budget adjustment was approved on January 25, 2017 along with the inter-agency agreement with the County.
 - b. Airpark Drive Bridge Replacement Project – The utility relocation project cost estimate is \$115,000 and a budget adjustment was approved on September 13, 2017 along with the inter-agency agreement with the County. As identified in agenda item #10, construction bids are significantly higher and will require a budget adjustment from both the Water and Sewer Fund Reserves.
3. The board approved the final pay-off (Redemption) of the outstanding 1979 revenue bonds. The budget for fiscal year 2017/18 includes \$15,000 of principal reduction plus interest for a total of \$18,375. The final payment of the bonds went through for a total of \$46,125 in the end of October 2017. The additional costs in the current year will be covered by savings in State Water.

Results

Establishing good budget monitoring procedures will help ensure that the District's costs are managed in a financially prudent manner and promotes prosperous and well governed communities.

Addendum Materials: Q3 Review Budget Worksheets
 Chronology of Budget Actions FY 2017-18



Oceano Community Services District

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

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

Date: April 11, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item #9(C): Review and discuss annual adjustments to water charges pursuant to Ordinance 2015-01 and consideration of decreasing post-drought consumption charges.**

Recommendation

It is recommended that your Board:

1. Review and discuss the annual adjustments to water charges that are prescribed by Ordinance 2015-01.
2. Consider decreasing post-drought consumption charges and post drought supplemental water charges.

Discussion

On April 20, 2015, your Board adopted Ordinance 2015-01 which establishes the current charges for water service provided by the District. Section 3 of Ordinance 2015-01 provides for annual adjustments to those charges based on increases in the consumer price index and increases in water costs billed by the County of San Luis Obispo for Lopez and State Water supplies. The inflationary increase based on the consumer price index is 3.398%. There are no additional increases for Lopez or State Water since those cost increases do not exceed the increase in the consumer price index.

On July 26, 2017 your Board determined that the drought was over, and on October 11, 2017 a public hearing was conducted to initiate the transition to post-drought consumption charges. On October 11th, your Board approved a 10% transition to post-drought rates. As provided in Ordinance 2015-01, a full (100%) transition to post-drought rates must occur by October 11, 2020. The primary goal of reducing the District's water consumption charges is to maintain "revenue neutrality" while customers are increasing post-drought water consumption.

Based on the 3rd quarter budget review, the water system revenues are essentially on target with the budget, which indicates that the October 11th rate reduction is meeting the objective of revenue neutrality. As a result, staff is not recommending an additional decrease in consumption charges at this time. Staff recently mailed the customer bills for the mid-January to mid-March billing period and is preparing additional water billing analysis that is more detailed than the budget analysis. The additional billing analysis will be distributed and posted to



the website as soon as it is complete. Staff does not anticipate that the additional detailed analysis will provide a basis to decrease consumption charges at this time. Instead, unless otherwise directed by your Board, staff will continue to provide consumption and revenues for the next three billing periods, and return to your Board in October 2018 for consideration of additional transitions/decreases to post-drought consumptions charges.

Exhibit "A" illustrates the water system charges, as adopted in 2015, and with the annual increases in 2016, 2017, and 2018. It includes calculations for both the drought emergency rates and the post drought consumption rates if the Board directed the full transition to post-drought charges at this time.

Exhibit "B" illustrates only the consumption charges, including the drought emergency charges, the full-post drought charges, and the charges based on the 10% transition to post-drought charges approved by the Board on October 11, 2017.

Exhibit "C" illustrates the charges that will go into effect, based on Ordinance 2015-01, unless your Board directs additional decreases in the post-drought consumption charges.

Other Agency Involvement

n/a

Other Financial Considerations

n/a

Results

Reviewing the water rates as provided in Ordinance 2015-01 promotes well governed and financially responsible communities.

Attachments:

- Exhibit "A" – 2018 Annual Adjustment Calculations
- Exhibit "B" – Illustration of Consumption Charge Calculations
- Exhibit "C" - Schedule of Water System Charges - effective for the 2018 mid-May to mid-July billing period.

**Oceano Community Services District
2018 Annual Water Charge Adjustments**

| Tier | <u>Base Rates</u> 2015 | <u>Bi- Monthly</u> 2016 Rates | <u>Bi-Monthly</u> 2017 Rates |
|-------------|---------------------------|----------------------------------|---------------------------------|
| CPI | Base | 2.556% | 2.395% |
| Lopez Water | Base | 4.3463% | 3.0100% |
| State Water | Base | 0% | 0% |

| 2018 Adjustments | | |
|------------------|-------------|-------------|
| CPI | Lopez Water | State Water |
| 3.398% | 0% | 0% |

Bi-Monthly
2018 Rates

Drought Emergency Charges:

| | | | | |
|--------------------------------------|----|----------|------------|------------|
| Residential Base Charge (Bi-monthly) | \$ | 46.26 | \$47.44 | \$48.58 |
| Non-Residential Base Charge | | | | |
| 5/8ths | \$ | 51.66 | \$52.98 | \$54.25 |
| 3/4 | \$ | 62.89 | \$64.50 | \$66.04 |
| 1 | \$ | 96.21 | \$98.67 | \$101.03 |
| 1&1/2 | \$ | 173.79 | \$178.23 | \$182.50 |
| 2 | \$ | 269.94 | \$276.84 | \$283.47 |
| 3 | \$ | 429.54 | \$440.52 | \$451.07 |
| 4 | \$ | 729.69 | \$748.34 | \$766.26 |
| 6 | \$ | 1,137.66 | \$1,166.74 | \$1,194.68 |
| Consumption Charges (per unit) | | | | |
| 0-6 units | \$ | - | \$0.00 | \$0.00 |
| 7-12 units | \$ | 3.25 | \$3.33 | \$3.41 |
| 13-18 units | \$ | 3.60 | \$3.69 | \$3.78 |
| 19-24 units | \$ | 4.00 | \$4.10 | \$4.20 |
| 24+ units | \$ | 4.20 | \$4.31 | \$4.41 |
| Lopez Supplemental Charge (per unit) | \$ | 1.54 | \$1.61 | \$1.66 |

CPI: Consumer Price Index Inflationary Adjustment

| | |
|---------------------------------------|------------|
| \$1.65 | \$50.23 |
| Call District or See District Website | |
| \$1.84 | \$56.09 |
| \$2.24 | \$68.29 |
| \$3.43 | \$104.47 |
| \$6.20 | \$188.70 |
| \$9.63 | \$293.10 |
| \$15.33 | \$466.40 |
| \$26.04 | \$792.30 |
| \$40.59 | \$1,235.27 |
| \$0.00 | \$0.00 |
| \$0.12 | \$3.53 |
| \$0.13 | \$3.91 |
| \$0.14 | \$4.34 |
| \$0.15 | \$4.56 |
| \$0.06 | \$1.71 |

Post - Drought Consumption Charges

| | | | | |
|--------------------------|----|------|--------|--------|
| Consumption Charges | | | | |
| 0-6 | \$ | - | \$0.00 | \$0.00 |
| 7-12 | \$ | 2.25 | \$2.31 | \$2.36 |
| 13-18 | \$ | 2.50 | \$2.56 | \$2.63 |
| 19-24 | \$ | 2.95 | \$3.03 | \$3.10 |
| 24+ | \$ | 3.15 | \$3.23 | \$3.31 |
| Lopez Consumption Charge | | | | |
| All units consumed | \$ | 1.54 | \$1.61 | \$1.66 |

| | |
|--------|--------|
| \$0.00 | \$0.00 |
| \$0.08 | \$2.44 |
| \$0.09 | \$2.71 |
| \$0.11 | \$3.20 |
| \$0.11 | \$3.42 |
| \$0.06 | \$1.71 |

Other:

| | | | | |
|--------------------|----|------|--------|--------|
| Hydrant Meter | \$ | 3.05 | \$3.13 | \$3.20 |
| Out of Area Charge | \$ | 7.35 | \$7.54 | \$7.72 |

| | |
|--------|--------|
| \$0.11 | \$3.31 |
| \$0.26 | \$7.98 |

**Oceano Community Services District
2018 Annual Water Charge Adjustments**

| 2018 Adjustments | | |
|------------------|-------------|-------------|
| CPI | Lopez Water | State Water |
| 3.398% | 0% | 0% |

| Tier | Base Rates | Bi-Monthly | Bi-Monthly | Modified 2017 |
|-------------|------------|------------|------------|---------------|
| | 2015 | 2016 Rates | 2017 Rates | Rates |
| CPI | Base | 2.556% | 2.395% | Approved |
| Lopez Water | Base | 4.3463% | 3.0100% | 10/11/2017 |
| State Water | Base | 0% | 0% | |

Bi-Monthly
2018 Rates

| Drought Emergency Consumption Charges: | | | | | CPI: Consumer Price Index Inflationary Adjustment | | |
|--|---------|--------|--------|--|---|--|--------|
| Consumption Charges (per unit) | | | | | | | |
| 0-6 units | \$ - | \$0.00 | \$0.00 | | \$0.00 | | \$0.00 |
| 7-12 units | \$ 3.25 | \$3.33 | \$3.41 | | \$0.12 | | \$3.53 |
| 13-18 units | \$ 3.60 | \$3.69 | \$3.78 | | \$0.13 | | \$3.91 |
| 19-24 units | \$ 4.00 | \$4.10 | \$4.20 | | \$0.14 | | \$4.34 |
| 24+ units | \$ 4.20 | \$4.31 | \$4.41 | | \$0.15 | | \$4.56 |
| Lopez Supplemental Charge (per unit) | \$ 1.54 | \$1.61 | \$1.66 | | \$0.06 | | \$1.71 |

←
Baseline Drought
Emergency
Consumption
Charges

| Post - Drought Consumption Charges (Transition Charges) | | | | | CPI: Consumer Price Index Inflationary Adjustment | | |
|---|--|--|--|--------|---|--|--------|
| Consumption Charges (per unit) | | | | | | | |
| 0-6 units | | | | \$0.00 | \$0.00 | | \$0.00 |
| 7-12 units | | | | \$3.31 | \$0.11 | | \$3.42 |
| 13-18 units | | | | \$3.66 | \$0.12 | | \$3.78 |
| 19-24 units | | | | \$4.09 | \$0.14 | | \$4.23 |
| 24+ units | | | | \$4.30 | \$0.15 | | \$4.45 |
| Lopez Supplemental Charge (per unit) | | | | \$1.62 | \$0.06 | | \$1.68 |

←
Consumption Rates
that will go into effect
for May - July Billing if
no further decreases
are approved.

| Post - Drought Consumption Charges | | | | | CPI: Consumer Price Index Inflationary Adjustment | | |
|--|---------|--------|--------|--|---|--|--------|
| Consumption Charges | | | | | | | |
| 0-6 | \$ - | \$0.00 | \$0.00 | | \$0.00 | | \$0.00 |
| 7-12 | \$ 2.25 | \$2.31 | \$2.36 | | \$0.08 | | \$2.44 |
| 13-18 | \$ 2.50 | \$2.56 | \$2.63 | | \$0.09 | | \$2.71 |
| 19-24 | \$ 2.95 | \$3.03 | \$3.10 | | \$0.11 | | \$3.20 |
| 24+ | \$ 3.15 | \$3.23 | \$3.31 | | \$0.11 | | \$3.42 |
| Lopez Consumption Charge All units consumed | \$ 1.54 | \$1.61 | \$1.66 | | \$0.06 | | \$1.71 |

←
Post Drought
Consumption
Rates if Fully
Implemented

Oceano Community Services District

2018 Annual Water Charge Adjustments

| <u>Tier</u> | <u>Bi-Monthly</u> <u>2017 Rates</u> | <u>2017</u> <u>Rate</u> <u>Reduction</u> |
|--------------------|--|--|
| <i>CPI</i> | 2.395% | Approved |
| <i>Lopez Water</i> | 3.0100% | 10/11/2017 |
| <i>State Water</i> | 0% | |

| 2018 Adjustments - Ordinance 2015-01 | | |
|--------------------------------------|-------------|-------------|
| CPI | Lopez Water | State Water |
| <u>3.398%</u> | <u>0%</u> | <u>0%</u> |

Bi-Monthly
Rates
Effective
May - July
Billing Period

Drought Emergency Charges:

| | | |
|--------------------------------------|------------|---------------|
| Residential Base Charge (Bi-monthly) | \$48.58 | \$48.58 |
| Non-Residential Base Charge | | |
| 5/8ths | \$54.25 | \$54.25 |
| 3/4 | \$66.04 | \$66.04 |
| 1 | \$101.03 | \$101.03 |
| 1&1/2 | \$182.50 | \$182.50 |
| 2 | \$283.47 | \$283.47 |
| 3 | \$451.07 | \$451.07 |
| 4 | \$766.26 | \$766.26 |
| 6 | \$1,194.68 | \$1,194.68 |
| Consumption Charges (per unit) | | |
| 0-6 units | \$0.00 | \$0.00 |
| 7-12 units | \$3.41 | \$3.31 |
| 13-18 units | \$3.78 | \$3.66 |
| 19-24 units | \$4.20 | \$4.09 |
| 24+ units | \$4.41 | \$4.30 |
| Lopez Supplemental Charge (per unit) | \$1.66 | \$1.62 |

CPI: Consumer Price Index Inflationary Adjustment

| | | | |
|---------------------------------------|--------|--------|-------------------|
| \$1.65 | \$0.00 | \$0.00 | \$50.23 |
| Call District or See District Website | | | |
| \$1.84 | \$0.00 | \$0.00 | \$56.09 |
| \$2.24 | \$0.00 | \$0.00 | \$68.29 |
| \$3.43 | \$0.00 | \$0.00 | \$104.47 |
| \$6.20 | \$0.00 | \$0.00 | \$188.70 |
| \$9.63 | \$0.00 | \$0.00 | \$293.10 |
| \$15.33 | \$0.00 | \$0.00 | \$466.40 |
| \$26.04 | \$0.00 | \$0.00 | \$792.30 |
| \$40.59 | \$0.00 | \$0.00 | \$1,235.27 |
| \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| \$0.11 | \$0.00 | \$0.00 | \$3.42 |
| \$0.12 | \$0.00 | \$0.00 | \$3.78 |
| \$0.14 | \$0.00 | \$0.00 | \$4.23 |
| \$0.15 | \$0.00 | \$0.00 | \$4.45 |
| \$0.06 | \$0.00 | \$0.00 | \$1.68 |

Other:

| | | |
|--------------------|--------|--------|
| Hydrant Meter | \$3.20 | \$3.20 |
| Out of Area Charge | \$7.72 | \$7.72 |

| | | | |
|--------|--------|--------|---------------|
| \$0.11 | \$0.00 | \$0.00 | \$3.31 |
| \$0.26 | \$0.00 | \$0.00 | \$7.98 |



Oceano Community Services District

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

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

Date: April 11, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(D): Update on the Lagoon waterline break and emergency efforts with Board direction as deemed appropriate**

Recommendation

It is recommended that your Board review the status update on the broken waterline under Oceano Lagoon and provide direction as you deem appropriate.

Discussion

The purpose of this agenda item is to provide a verbal update on efforts to repair the broken waterline under Oceano Lagoon. On March 28, 2018 your Board authorized the General Manager with the ability to take emergency actions. At this time, the attached purchase order with Terra Verde Inc. has been issued to initiate emergency permitting efforts. Staff has also initiated inter-agency coordination with State Parks and the County of San Luis Obispo.

Other Agency Involvement

Several federal and state environmental resource agencies will be involved in permitting. Coordination with the County is needed relating to roads, and with State Parks since they are owners of the property.

Financial Considerations

Cost estimates are to be determined.

Results

Repairing the broken waterline promotes continued reliable water service and the community's health and well being.

Attachments:

- Illustrations of the vicinity of the broken waterline
- Terra Verde Purchase Order

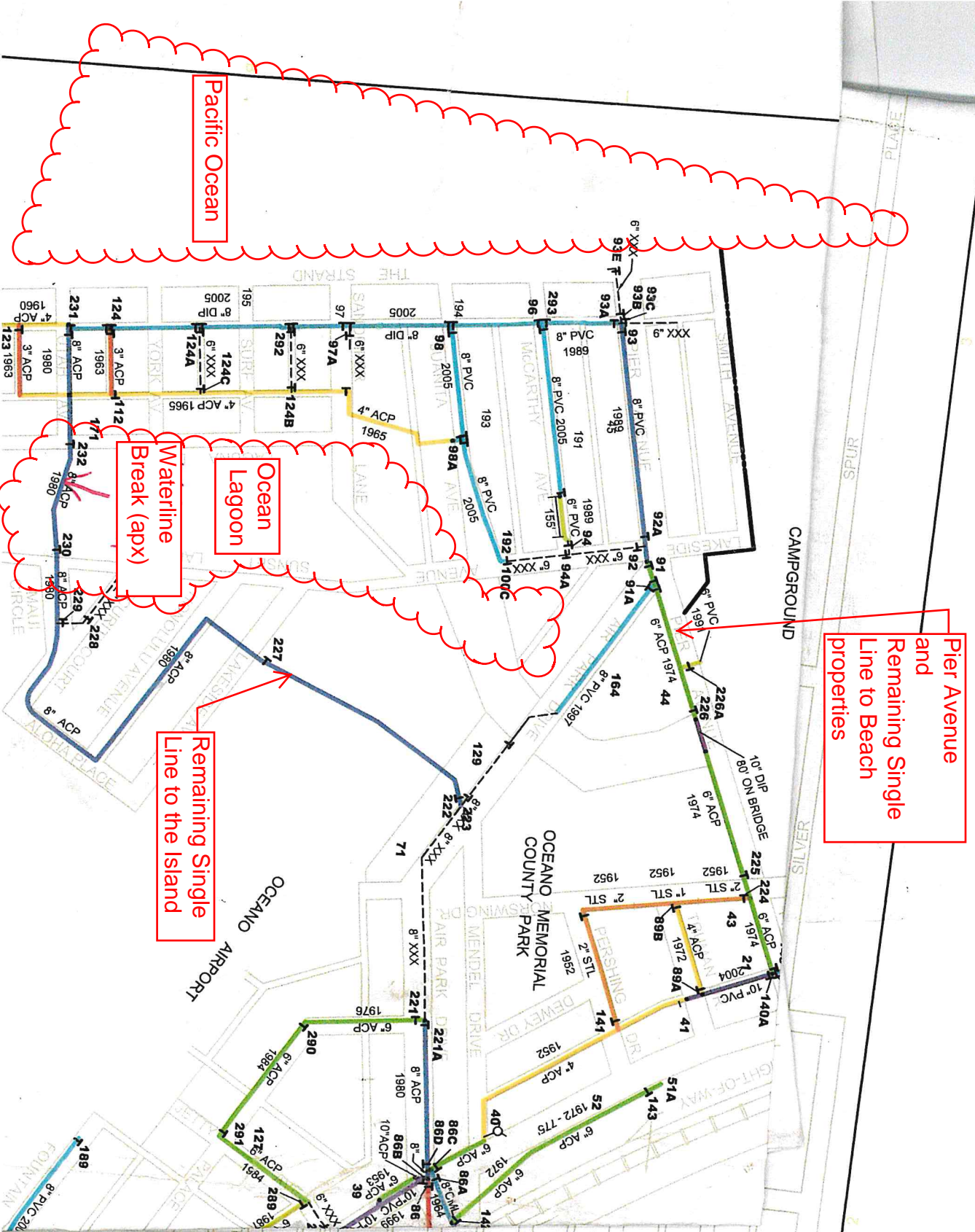


EXHIBIT - ITEM 9(C)
OCEANO CSD
BOARD MEETING DATE MARCH 28, 2018
(PROPOSED ADDITION TO AGENDA)



Imagery ©2018 Google, M:



Oceano Community Services District

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

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

PURCHASE ORDER # 2017-18-27

| | |
|--|--|
| VENDOR: Terra Verde Name: Brian Dugas Address: 3765 S. Higuera St., Ste. 102 City: San Luis Obispo, CA 93401 PH: 805-701-4648 Fax: Contact: bdugas@terraverdeweb.com | PURCHASE ORDER: Oceano Lagoon – Emergency Water Line Replacement Code to: 02-5-4400-358 <i>cec 4/6/18</i> |
|--|--|

| | |
|---|---|
| SHIPPING ADDRESS: OCEANO COMMUNITY SERVICES DISTRICT C/O Paavo Ogren (805) 481-6730 1655 FRONT STREET OCEANO, CA 93445 | BILLING ADDRESS: OCEANO COMMUNITY SERVICES DISTRICT P O BOX 599 OCEANO, CA 93475-0599 (805) 481-6730 |
|---|---|

DATE OF ISSUANCE:

April 6, 2018

SCOPE OF WORK: See attached Scope of Work and Cost Estimate from Terra Verde dated 4/5/2018

COMPLETION REQUIREMENTS: N/A

AMOUNT: Time & Material Not To Exceed \$13,700.00

This purchase order is subject to Terms and Conditions incorporated herein by reference on the attached documents.

Paavo Ogren

Signature

4/6/2018

Date



April 5, 2018

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

RE: Scope of Work and Cost Estimate to Provide Permitting Support for the Oceano Community Services District Emergency Waterline Replacement Project, Oceano, California

Per your request, the following provides a scope of work and cost estimate to provide permitting support for the Oceano Community Services District (OCSD) Emergency Waterline Replacement Project (project) located in Oceano, California. Terra Verde Environmental Consulting, LLC (Terra Verde) understands that the OCSD currently has a broken waterline under the Oceano Lagoon and is proposing emergency action to replace the damaged section in its entirety. The currently proposed method for replacement is Horizontal Directional Drilling (HDD) over an estimated 400-foot section of the Oceano Lagoon. The project is located in an area that may fall under the jurisdiction of multiple resource agencies that would require notification of emergency action. At this time it is assumed that, at a minimum, emergency permits will be required from the California Department of Fish and Wildlife (CDFW), County of San Luis Obispo (County), as well as an encroachment permit from California State Parks (State Parks). Additional emergency permits may be required from the U.S. Army Corps of Engineers (Corps) and the California Coastal Commission (CCC) depending on jurisdictional boundaries; however, those are not confirmed at this time. For the purposes of this scope, it is assumed that all resource agencies mentioned above will require notification of emergency actions. This scope of work entails the following tasks:

- Task 1: Attend Kick-off Meeting and Support Alternatives Analysis
- Task 2: Prepare and Submit Emergency Permit Applications
- Task 3: Pre-activity Surveys, Resource Flagging, and Environmental Training
- Task 4: Biological Monitoring and Reporting
- Task 5: Final Monitoring Report and Agency Coordination



Task 1: Attend Kick-off Meeting and Support Alternatives Analysis

Under this task, Terra Verde will attend a kick-off meeting with the project team to discuss the proposed project and any project alternatives. The goal of the meeting will be to develop a clear path forward to complete the project while avoiding and/or minimizing impacts to sensitive resources to the extent feasible. Further, this task will be necessary to confirm the regulatory agencies with jurisdiction over the project area and necessary emergency notification process. This task assumes a one-hour site visit, as necessary.

Task 2: Prepare and Submit Emergency Permit Applications

Following Task 1 and confirmation of the scope of work and jurisdictional boundaries, Terra Verde will prepare all emergency permit applications to the appropriate resource agencies. For the purposes of this task, all regulatory agencies with jurisdiction over the project area that may require emergency notification have been included. Specifically, this would include preparation and submittal of the following emergency permit applications and/or notifications:

- CDFW emergency permit per the Lake or Streambed Alteration Agreement (LSAA) Program for Emergency Work;
- Corps emergency permit (Regional General Permit No. 63) for Repair and Protection Activities in Emergency Situations (assumes Section 10 waters within project area);
- CCC emergency permit pursuant to Section 30624(a) of the Coastal Act;
- County emergency permit issued by the Department of Planning and Building; and,
- State Parks Encroachment Permit.

After submittal of notifications, Terra Verde will continue to work with the OCSD and the regulatory agencies to ensure that all permits and/or authorizations are processed and issued.

Task 3: Pre-activity Surveys, Resource Flagging, and Environmental Training

Under this task, Terra Verde will conduct a pre-activity of the proposed work locations (i.e., HDD operation staging areas, etc.) and an approximate 100 foot buffer to flag off all sensitive resources within close proximity of the project site (e.g., rare plant populations, waters/wetlands boundaries, etc.). Following the survey, Terra Verde will provide an environmental training to the project crewmembers. The environmental training will be given to all personnel working on the project and will include a review of sensitive biological resources and emergency permitting requirements for the project. A pre-activity survey will also be conducted by a qualified-biologist prior to the start of any project activities and sensitive resources will be flagged for avoidance.



Task 4: Biological Monitoring and Reporting

Under this task, Terra Verde will provide full-time biological monitoring support for the emergency work. This task assumes that the overall project will not exceed one week of emergency repair work and/or five, 10-hour working days. Terra Verde will prepare daily monitoring reports that will be recorded in an electronic reporting database. Monitoring reports will detail daily activities and compliance and include color photographs for reference.

Task 5: Final Monitoring Report and Agency Coordination

Under this task, Terra Verde will prepare a Final Monitoring Report that will summarize the project, resources encountered, compliance with applicable emergency permits/authorizations and recommended avoidance and minimization measures. This task may include follow up correspondence via email or phone with resource agencies to ensure all permits are closed out.

Cost Estimate

The above scope of work will be completed on a time and materials bases by Terra Verde Environmental Consulting, LLC with a not-to-exceed amount of **\$13,700**. Any changes to this scope or cost estimate will be approved in advance prior to out of scope of work occurring.

Assumptions

- Task 1 assumes up to one, one-hour site visit with the project team.
- Task 2 assumes all permit applications will be necessary and does not include preparation of follow-up permits that may be required as a part of the emergency notification process (e.g., Coastal Development Permit, Grading Permit, Land Use Permit applications, etc.).
- Task 3 assumes no special-status species will be located within work areas.
- Task 4 assumes up to five, 10-hr work days for monitoring.
- Task 4 also assumes that no frac outs will occur during repair operations which would trigger the need for more monitoring time due to clean-up activities and possible restoration.
- This scope does not include development and implementation of erosion control and/or mitigation plans. Costs for these services can be provided as necessary under a separate cover.



If you should have any questions or require further information, please contact me at bdugas@terraverdeweb.com or at 805-701-4648.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Dugas", is written over a horizontal line.

Brian Dugas
Principal Biologist

**Proposal to Provide Permitting Support for the Oceano Community Services District
Emergency Waterline Replacement Project, Oceano, California**

I accept the above scope of work and cost estimate. I will pay Terra Verde Environmental Consulting, LLC upon receipt of invoices. Any invoice balance not paid within 40 days will be assessed a 2 percent late fee per month until paid in full.

Name

Date



Oceano Community Services District

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

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

Date: April 11, 2018
To: Board of Directors
From: Paavo Ogren, General Manager

Agenda Item # 9(E) – Consideration of Ballot and Voting for the San Luis Obispo County Local Agency Formation Commission Alternate Special District Member Representative

Recommendation

It is recommended that your Board consider and vote on the election for an Alternate Special District Representative on the Local Agency Formation Commission.

Discussion

The San Luis Obispo County Local Agency Formation Commission (LAFCo) is responsible for making determinations on various issues including, but not limited to, local government powers such as boundaries and annexations to cities, and services provided by special districts. LAFCo considers proposals based on a variety of factors including:

- Plans for services submitted by an agency
- Resource and infrastructure capacity and the need for services

Attached is correspondence from LAFCo on individuals who have been nominated for the LAFCo Alternate Special District Member position. The term for this position would expire in December 2021. Your Board may choose one candidate of the two:

- ✓ **Dan Burgess, Heritage Ranch Community Services District**
- ✓ **Ed Eby, Nipomo Community Services District**

Voting results must be submitted by April 30, 2018. As a result, your Board may choose to defer your vote until your regular second meeting in April.



Oceano Community Services District

Board of Directors Meeting

Other Agency Involvement

LAFCo

Other Financial Considerations

N/A

Results

Special District representation on LAFCo promotes well governed communities.

Attachment: LAFCo Ballot
 Dan Burgess Bio
 Ed Eby Bio



LAFCO - San Luis Obispo - Local Agency Formation Commission
SLO LAFCO - Serving the Area of San Luis Obispo County

TO: EACH INDEPENDENT SPECIAL DISTRICT
FROM: DAVID CHURCH EXECUTIVE OFFICER
DATE: FEBRUARY 26, 2018
RE: BALLOT FOR LAFCO ALTERNATE SPECIAL DISTRICT MEMBER

Two individuals have been nominated for the LAFCO Alternate Special District Member position. The term for this position would expire in December 2021. The Districts' Boards of Directors may select one of the following nominees:

- _____ Dan Burgess, Heritage Ranch Community Services District
- _____ Ed Eby, Nipomo Community Services District

District: _____

Agenda Date: _____

General Manager or President: _____

E-mailed Ballot. The Government Code allows for the balloting to be conducted electronically by the LAFCO Executive Officer if it is not possible for the Selection Committee to achieve a quorum. The Selection Committee met on February 23, but could not achieve a quorum.

Ballot Instructions. Each Independent Special District may vote for one nominee. The vote by a District must be considered by the District's Board of Directors as an item placed on the agenda. The District's selection must be submitted the LAFCO office no later than **April 30, 2018** via one of the following ways:

- 1) An email indicating the Board's meeting date, an attached agenda, and nominee selection considered by the Board of Directors;
- 2) A scanned pdf of this completed ballot attached to an email with one of the nominees selected and the meeting date it was considered; or
- 3) A fax of the ballot with a cover memo sent to LAFCO with one of the nominees selected and the agenda date of the Board's decision. FAX number 805-788-2072.

Please contact me directly at 805-788-2096 or dchurch@slolafco.com if you have any questions. Thank you.

1042 Pacific Street, Suite A • San Luis Obispo, California 93401

Tel: 805.781.5795 Fax: 805.788.2072 www.slolafco.com

COMMISSIONERS

Chairman
ED WAAGE
City Member

Vice-Chair
LYNN COMPTON
County Member

DEBBIE ARNOLD
County Member

ROBERT ENNS
Special District Member

ROBERTA FONZI
City Member

TOM MURRAY
Public Member

MARSHALL OCHYLSKI
Special District Member

ALTERNATES

Ed Eby
Special District Member

ADAM HILL
County Member

JAMIE L. IRONS
City Member

HEATHER JENSEN
Public Member

STAFF

DAVID CHURCH
Executive Officer

RAYMOND A. BIERING
Legal Counsel

MIKE PRATER
Senior Analyst

DONNA J. BLOYD
Commission Clerk

Please Elect

Daniel Burgess, HRCSD Director

For

LAFCO Alternate

Dear Fellow Directors,

With the up-coming selection for the LAFCO alternate position just a few days away, I ask that you please vote for me, **Daniel Burgess**. I have served on the HRCSD Water Board diligently for the past nine years. I am on my third term (3 years left on the 3rd term) and plan to run for a fourth, I have attended 104 of my last 108 meetings, I make it a point to go to the CSD office at least once a week, so I am fully aware of the issues at all times. This shows the commitment that I will also have if selected to LAFCO.

I feel that I have the valued experience that's needed for this position, I have been a General Contractor for 30 years, As a self-employed contractor I have done small housing projects, large scale housing tract projects, to large commercial buildings, Road and Bridge retrofit projects, and large underground Utility projects. And now I work for PG&E as an IT professional. In my current position I am in charge of the emergency back-up systems for IT and Plant communications, It involves direct actions with DCPD Plant Control, SLO county Sherriff 911, CDF Fire, SLO IT, Office Of Emergency Services, PGE Emergency Planning, and all other utilities like Verizon etc.. I have been an elected Director of the HRCSD for the past nine years, serving three times as President. I also sit on the Board of Directors of Heritage Ranch HOA as VP, We work closely with Public officials, and all county Departments, We are now currently working on three new Tract developments. So, I understand the most complex issues with the construction, Real Estate development, the utility industry, and the Community Safety aspect. I understand the business end of a CSD, I understand the business end of a large Utilities company, And most of all I understand the needs the people impacted with real estate development. So with that said I feel that I'm completely qualified for this position on the LAFCO Commission.

My family and I have resided in the county since 2000, and have been property owners in SLO County since 1996; we have a stake in the wellbeing of the community, and the growth of the County. I'm writing this letter not as a politician, but as just a regular person like you. I am married 28 years, father with two, My son is a Fireman, Daughter is a Teacher, So you see, I have the regular concerns like everybody else.

So, with your vote, Please let me represent you

Thank you

Daniel Burgess

HRCSD Director

Ed Eby

Nominee for LAFCO Special District Member



San Luis Obispo County Activities

- Former LAFCO Vice Chair, Commissioner and Alternate Commissioner representing Special Districts - Ed held elected positions on LAFCO from 2006 to 2012, attending all LAFCO meetings during his terms.
- Director, Nipomo Community Services District 2004 -2012 and 2014-present
- Chairman NCSW Waterline Intertie Project Committee
- Chairman, 2006-2007 South County Advisory Council
- Past Elected Representative, Nipomo Community Advisory Council
- Past NCSW Delegate, Nipomo Community Advisory Council
- Member and Alternate Member of, Water Resources Advisory Committee 2005-2012
- Former Member, Technical Review Committee, South County Air Quality Mitigation Program
- Advisory Board Member, Dana Adobe Nipomo Amigos
- Member, The Land Conservancy of San Luis Obispo County

Background

Prior to his 1999 retirement from Hughes Space and Communications Co., Ed spent 35 years as a design engineer and program manager in Southern California's aerospace industry. Ed is a UCLA graduate with Bachelor of Science and Master of Science in Engineering degrees, and post-graduate studies in technical and management programs. He has lived in Nipomo for the 14 years. In his spare time, he enjoys hiking and growing fruits, vegetables, and native plants.



Oceano Community Services District

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

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

Date: April 11, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item #10: A Public Hearing to consider bids received for the District's permanent utility relocation work required by the County of San Luis Obispo for the Airpark Bridge Replacement Project and Board approval to perform the work among options that include utilizing the County contractor(s), awarding the work to the District's low bidder, or adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by California Public Contract Code Section 22038; with an associated budget adjustments up to \$125,000.**

Recommendation

It is recommended that your Board:

- 1) Review the summary of bids received for the Airpark Drive Permanent Utility Relocation work.
- 2) Approve that the work is performed among the following options:
 - a. Utilizing the County contractor(s), or,
 - b. Awarding the work to the District's low bidder, or,
 - c. Adopting a resolution, which must be approved by a 4/5ths vote, to reject all bids and to perform the work with District employees as allowed by Public Contract Code Section 22038.
- 3) Approve an increase in the project budget based on the chosen option for performing the work.

Discussion

The County is preparing to replace the old timber bridge on Airpark Drive and is requiring the District to relocate utilities within the County right of way. On September 13, 2017 your Board approved the attached Reimbursement Agreement with the County that provides for the ability to have the necessary work completed by the contractor(s) selected by the County for their project. Your Board also authorized staff to separately bid the "permanent" portion of the utility relocation work so that the District has the option of directly contracting for that work. Attachment "A" provides a summary of bids. The temporary relocation work must be performed by the County contractor since the District's sewer force main in Airpark Drive must remain operational and will be temporarily located within the County contractors' construction area.

Other Agency Involvement

The County of San Luis Obispo and state and federal environmental resource agencies that have established conditions associated with the work.



Financial Considerations

The following table illustrates the construction cost estimates:

| | Original Estimate and Approved Budget | Cost Estimate Utilizing County Contractor(s) | Cost Estimate Utilizing District Low Bid |
|----------------------|---------------------------------------|--|--|
| Water Fund | \$ 46,000 | Included | \$ 71,654 |
| Sewer Fund | \$ 69,000 | Included | \$ 66,459 |
| Total Permanent Work | included | \$ 165,000 | \$ 138,113 |
| Temporary Work | included | \$ 75,000 | \$ 75,000 |
| Total | \$ 115,000 | \$ 240,000 | \$ 213,113 |

The estimates are for contractor construction costs only and are subject to change for unforeseen construction conditions and other change orders that may apply to the work. The "Cost Estimate Utilizing County Contractor(s)" is based on County's apparent low bidder but subject to final award by the County. In the event that the County's low bidder may change, that information will be provided at the District public hearing and may result in a continuance of this item.

Other project costs for engineering and surveying have been covered by the existing budgets and will be approximately the same for the various options.

District staff is reevaluating cost estimates of the project to self perform the work as allowed pursuant to Public Contract Code 22038. The cost estimates will be distributed and posted to the District website once completed, and will be presented at the public hearing for Board consideration and your determination on whether the project can be performed more economically by employees of the District. Doing so requires a 4/5ths approval of the attached resolution. The District low (and sole) bidder has been notified that the District may reject the bid and self perform the work as required by Public Contract Code 22038.

Results

Reviewing bids and approving the work will ensure the District's water and sewer systems are able to continue to provide necessary community services. Selecting the most cost efficient approach promotes a fiscally responsible community.

Attachments:

- Attachment "A" - Summary of Bids
 - District Summary
 - County Summary
- County Reimbursement Agreement
- Resolution

Summary of Bids
Airpark Drive Utility Relocations

| | District Bid Project No. 2018-01 | County Bid Project No. 300430 | County Bid Project No. 300430 | County Bid Project No. 300430 |
|---------------------------------------|--|-------------------------------------|-------------------------------------|-------------------------------------|
| Contractor Name | D-Kal Engineering Inc. | Granite Construction Inc. | Souza Construction Inc. | R. Burke Construction Inc. |
| Temporary Relocation Work (*) | \$ 75,000 | \$ 75,000 | \$ 71,000 | \$ 75,000 |
| Permanent Water Relocation Work | \$ 71,654 | | | |
| Permanent Sewer Relocation Work | \$ 66,459 | | | |
| Total Permanent Relocation Work | <u>\$ 138,113</u> | <u>\$ 165,000</u> | <u>\$ 67,000</u> | <u>\$ 210,000</u> |
| Grand Total Contractor Bids | <u>\$ 213,113</u> | <u>\$ 240,000</u> | <u>\$ 138,000</u> | <u>\$ 285,000</u> |

Notes:

(*) Work that must be performed by the County's contractor(s).
Granite Construction is the County's apparent low bidder.

AIR PARK DR OVER OCEANO LAGOON BRIDGE REPLACEMENT
 OCEANO, CA
 CONTRACT NO. 300430
 PROJECT MANAGER: KIDD IMMEL

PROJECT ENGINEER: DRAKE HAGLAN
 FORMAL BID - 04/05/2018

| ITEM NO. | CODE NO. | DESCRIPTION OF ITEM | APPROX. QUANTITY | UNIT OF MEASURE | BID 1 | | BID 2 | | BID 3 | |
|-----------------------|----------|---|------------------|-----------------|---|-----------------------------|---|-----------------------------|---|-----------------------------|
| | | | | | UNIT PRICE= (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS | UNIT PRICE= (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS | UNIT PRICE= (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS |
| 1 | 50000 | CONSTRUCTION STAKING | 1 | LS | LUMP SUM | \$ 15,000.00 | LUMP SUM | \$ 7,700.00 | LUMP SUM | \$ 50,000.00 |
| 2 | 66001 | FIELD OFFICE (JOB SITE TRAILER) | 1 | LS | LUMP SUM | \$ 15,000.00 | LUMP SUM | \$ 29,000.00 | LUMP SUM | \$ 25,000.00 |
| 3 | 70000 | EXCAVATION SAFETY | 1 | LS | LUMP SUM | \$ 500.00 | LUMP SUM | \$ 2,200.00 | LUMP SUM | \$ 300,000.00 |
| 4 | 120090 | CONSTRUCTION AREA SIGNS | 1 | LS | LUMP SUM | \$ 3,850.00 | LUMP SUM | \$ 3,520.00 | LUMP SUM | \$ 4,000.00 |
| 5 | 120100 | TRAFFIC CONTROL SYSTEM | 1 | LS | LUMP SUM | \$ 2,500.00 | LUMP SUM | \$ 4,300.00 | LUMP SUM | \$ 7,000.00 |
| 6 | 130001 | TEMPORARY DEWATERING/WATER DIVERSION | 1 | LS | LUMP SUM | \$ 170,000.00 | LUMP SUM | \$ 190,000.00 | LUMP SUM | \$ 205,000.00 |
| 7 | 130100 | JOB SITE MANAGEMENT | 1 | LS | LUMP SUM | \$ 3,000.00 | LUMP SUM | \$ 14,000.00 | LUMP SUM | \$ 12,000.00 |
| 8 | 130200 | PREPARE WATER POLLUTION CONTROL PLAN | 1 | LS | LUMP SUM | \$ 650.00 | LUMP SUM | \$ 12,650.00 | LUMP SUM | \$ 2,000.00 |
| 9 | 130620 | TEMPORARY DRAINAGE INLET PROTECTION | 2 | EA | \$ 375.00 | \$ 750.00 | \$ 600.00 | \$ 1,200.00 | \$ 600.00 | \$ 1,200.00 |
| 10 | 130640 | TEMPORARY FIBER ROLL | 1050 | LF | \$ 4.00 | \$ 4,200.00 | \$ 7.18 | \$ 7,539.00 | \$ 5.00 | \$ 5,250.00 |
| 11 | 130710 | TEMPORARY CONSTRUCTION ENTRANCE | 3 | EA | \$ 2,750.00 | \$ 8,250.00 | \$ 2,300.00 | \$ 6,900.00 | \$ 1,800.00 | \$ 5,400.00 |
| 12 | 130900 | TEMPORARY CONCRETE WASHOUT | 1 | LS | LUMP SUM | \$ 5,000.00 | LUMP SUM | \$ 2,100.00 | LUMP SUM | \$ 2,000.00 |
| 13 | 150608 | REMOVE CHAIN LINK FENCE | 65 | LF | \$ 40.00 | \$ 2,600.00 | \$ 10.00 | \$ 650.00 | \$ 25.00 | \$ 1,625.00 |
| 14 | 150740 | REMOVE ROADSIDE SIGN | 9 | EA | \$ 140.00 | \$ 1,260.00 | \$ 140.00 | \$ 1,260.00 | \$ 210.00 | \$ 1,890.00 |
| 15 | 150771 | REMOVE ASPHALT CONCRETE DIKE | 260 | LF | \$ 4.00 | \$ 1,040.00 | \$ 4.00 | \$ 1,040.00 | \$ 6.00 | \$ 1,560.00 |
| 16 | 152320 | RESET ROADSIDE SIGN | 3 | EA | \$ 250.00 | \$ 750.00 | \$ 250.00 | \$ 750.00 | \$ 400.00 | \$ 1,200.00 |
| 17 | 152390 | RELOCATE ROADSIDE SIGN | 2 | EA | \$ 200.00 | \$ 400.00 | \$ 400.00 | \$ 800.00 | \$ 400.00 | \$ 800.00 |
| 18 | 153103 | COLD PLANE ASPHALT CONCRETE PAVEMENT | 420 | SQYD | \$ 10.00 | \$ 4,200.00 | \$ 13.00 | \$ 5,460.00 | \$ 15.00 | \$ 6,300.00 |
| 19 | 153240 | REMOVE CONCRETE (CURB, GUTTER & SIDEWALK) | 50 | CY | \$ 75.00 | \$ 3,750.00 | \$ 180.00 | \$ 9,000.00 | \$ 120.00 | \$ 6,000.00 |
| 20 | 157550 | BRIDGE REMOVAL | 1 | LS | LUMP SUM | \$ 80,000.00 | LUMP SUM | \$ 37,000.00 | LUMP SUM | \$ 75,000.00 |
| 21 | 160102 | CLEARING AND GRUBBING | 1 | LS | LUMP SUM | \$ 75,000.00 | LUMP SUM | \$ 22,000.00 | LUMP SUM | \$ 60,000.00 |
| 22 | 190101 | ROADWAY EXCAVATION | 540 | CY | \$ 75.00 | \$ 40,500.00 | \$ 57.00 | \$ 30,780.00 | \$ 60.00 | \$ 32,400.00 |
| 23 | 192003 | STRUCTURE EXCAVATION (BRIDGE) | 240 | CY | \$ 20.00 | \$ 4,800.00 | \$ 120.00 | \$ 28,800.00 | \$ 300.00 | \$ 72,000.00 |
| 24 | 193003 | STRUCTURE BACKFILL (BRIDGE) | 80 | CY | \$ 125.00 | \$ 10,000.00 | \$ 442.00 | \$ 35,360.00 | \$ 300.00 | \$ 24,000.00 |
| 25 | 198010 | IMPORTED BORROW | 250 | CY | \$ 8.00 | \$ 2,000.00 | \$ 50.00 | \$ 12,500.00 | \$ 45.00 | \$ 11,250.00 |
| 26 | 205002 | BIORETENTION FACILITY | 930 | SQFT | \$ 10.00 | \$ 9,300.00 | \$ 16.00 | \$ 14,880.00 | \$ 15.00 | \$ 13,950.00 |
| 27 | 210350 | FIBER ROLL | 410 | LF | \$ 5.00 | \$ 2,050.00 | \$ 7.00 | \$ 2,870.00 | \$ 5.00 | \$ 2,050.00 |
| 28 | 210430 | HYDROSEED | 3300 | SF | \$ 1.00 | \$ 3,300.00 | \$ 0.77 | \$ 2,541.00 | \$ 2.00 | \$ 6,600.00 |
| 29 | 260203 | CLASS II AGGREGATE BASE | 345 | CY | \$ 65.00 | \$ 22,425.00 | \$ 62.00 | \$ 21,390.00 | \$ 110.00 | \$ 37,950.00 |
| 30 | 390132 | HOT MIX ASPHALT (TYPE A) | 290 | TON | \$ 150.00 | \$ 43,500.00 | \$ 141.00 | \$ 40,890.00 | \$ 170.00 | \$ 49,300.00 |
| 31 | 394076 | PLACE HOT MIX ASPHALT DIKE (TYPE E) | 220 | LF | \$ 25.00 | \$ 5,500.00 | \$ 9.00 | \$ 1,980.00 | \$ 15.00 | \$ 3,300.00 |
| 32 | 490605 | 36" CAST-IN-DRILLED-HOLE CONCRETE PILING | 547 | LF | \$ 800.00 | \$ 437,600.00 | \$ 720.00 | \$ 393,840.00 | \$ 820.00 | \$ 448,540.00 |
| 33 | 510001 | SIDEWALK UNDERDRAIN | 1 | LS | LUMP SUM | \$ 3,500.00 | LUMP SUM | \$ 4,800.00 | LUMP SUM | \$ 2,500.00 |
| 34 | 510053 | STRUCTURAL CONCRETE, BRIDGE | 150 | CY | \$ 1,000.00 | \$ 150,000.00 | \$ 1,437.00 | \$ 215,550.00 | \$ 1,000.00 | \$ 150,000.00 |
| 35 | 510054 | STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER) | 315 | CY | \$ 1,000.00 | \$ 315,000.00 | \$ 1,033.00 | \$ 325,395.00 | \$ 1,450.00 | \$ 456,750.00 |
| 36 | 520102 | BAR REINFORCING STEEL (BRIDGE) | 136000 | LB | \$ 1.50 | \$ 204,000.00 | \$ 1.69 | \$ 229,840.00 | \$ 1.85 | \$ 251,600.00 |
| 37 | 710228 | ADJUST COUNTY OWNED SEWER MANHOLE TO GRADE | 1 | EA | \$ 1,000.00 | \$ 1,000.00 | \$ 1,400.00 | \$ 1,400.00 | \$ 1,200.00 | \$ 1,200.00 |
| 38 | 730070 | DETECTABLE WARNING SURFACE | 36 | SQFT | \$ 50.00 | \$ 1,800.00 | \$ 42.00 | \$ 1,512.00 | \$ 50.00 | \$ 1,800.00 |
| 39 | 730010 | MINOR CONCRETE (RETAINING CURB) | 125 | LF | \$ 30.00 | \$ 3,750.00 | \$ 46.00 | \$ 5,750.00 | \$ 65.00 | \$ 8,125.00 |
| 40 | 731504 | MINOR CONCRETE (CURB AND GUTTER(TYPE A)) | 17 | CY | \$ 850.00 | \$ 14,450.00 | \$ 1,020.00 | \$ 17,340.00 | \$ 900.00 | \$ 15,300.00 |
| 41 | 731516 | MINOR CONCRETE (DRIVEWAY) | 10 | CY | \$ 850.00 | \$ 8,500.00 | \$ 743.00 | \$ 7,430.00 | \$ 950.00 | \$ 9,500.00 |
| 42 | 731521 | MINOR CONCRETE (SIDEWALK) | 19 | CY | \$ 850.00 | \$ 16,150.00 | \$ 1,100.00 | \$ 20,900.00 | \$ 850.00 | \$ 16,150.00 |
| 43 | 731623 | MINOR CONCRETE (CURB RAMP) | 2 | CY | \$ 1,000.00 | \$ 2,000.00 | \$ 1,300.00 | \$ 2,600.00 | \$ 1,200.00 | \$ 2,400.00 |
| 44 | 750501 | MISCELLANEOUS METAL (BRIDGE) | 1400 | LB | \$ 10.00 | \$ 14,000.00 | \$ 20.00 | \$ 28,000.00 | \$ 8.00 | \$ 11,200.00 |
| 45 | 770001 | SALVAGE LIGHT | 2 | EA | \$ 2,000.00 | \$ 4,000.00 | \$ 1,925.00 | \$ 3,850.00 | \$ 1,800.00 | \$ 3,600.00 |
| 46 | 780001 | RELOCATE BOLLARD | 2 | EA | \$ 500.00 | \$ 1,000.00 | \$ 600.00 | \$ 1,200.00 | \$ 1,600.00 | \$ 3,200.00 |
| 47 | 780433 | PAINT CURB (2 COAT) (RED) | 200 | SQFT | \$ 10.00 | \$ 2,000.00 | \$ 3.30 | \$ 660.00 | \$ 6.00 | \$ 1,200.00 |
| 48 | 800365 | CHAIN LINK FENCE (TYPE CL-6) (SLATTED) | 60 | LF | \$ 35.00 | \$ 2,100.00 | \$ 55.00 | \$ 3,300.00 | \$ 100.00 | \$ 6,000.00 |
| 49 | 820410 | SALVAGE ROADSIDE SIGN | 4 | EA | \$ 140.00 | \$ 560.00 | \$ 165.00 | \$ 660.00 | \$ 210.00 | \$ 840.00 |
| 50 | 820840 | ROADSIDE SIGN - ONE POST | 1 | EA | \$ 360.00 | \$ 360.00 | \$ 330.00 | \$ 330.00 | \$ 450.00 | \$ 450.00 |
| 51 | 830001 | AESTHETIC BARRIER | 237 | LF | \$ 435.00 | \$ 103,095.00 | \$ 355.00 | \$ 84,135.00 | \$ 365.00 | \$ 86,505.00 |
| 52 | 840515 | THERMOPLASTIC PAVEMENT MARKING | 30 | SQFT | \$ 15.00 | \$ 450.00 | \$ 55.00 | \$ 1,650.00 | \$ 60.00 | \$ 1,800.00 |
| 53 | ---- | HERBICIDE APPLICATION | 1 | LS | LUMP SUM | \$ 1,000.00 | LUMP SUM | \$ 1,650.00 | LUMP SUM | \$ 2,500.00 |
| 54 | ---- | TEMPORARY SEWER BYPASS*** | 1 | LS | LUMP SUM | \$ 75,000.00 | LUMP SUM | \$ 71,000.00 | LUMP SUM | \$ 75,000.00 |
| 55 | 999990 | MOBILIZATION | 1 | LS | LUMP SUM | \$ 210,950.00 | LUMP SUM | \$ 169,000.00 | LUMP SUM | \$ 210,000.00 |
| TOTAL BASE BID | | | | | | \$ 2,113,340.00 | \$ 2,142,852.00 | \$ 2,792,185.00 | | |

ADDITIVE BID ITEM 1

| ITEM NO. | CODE NO. | DESCRIPTION OF ITEM | APPROX. QUANTITY | UNIT OF MEASURE | UNIT PRICE= (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS | UNIT PRICE= (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS | UNIT PRICE= (IN FIGURES) DOLLARS. CENTS | TOTAL AMOUNT DOLLARS. CENTS |
|----------|----------|-----------------------------|------------------|-----------------|---|-----------------------------|---|-----------------------------|---|-----------------------------|
| 56 | ---- | OCSO FACILITY RELOCATIONS** | 1 | LS | LUMP SUM | \$ 165,000.00 | LUMP SUM | \$ 67,000.00 | LUMP SUM | \$ 210,000.00 |

AIR PARK DR OVER OCEANO LAGOON BRIDGE REPLACEMENT
 OCEANO, CA
 CONTRACT NO. 300430
 PROJECT MANAGER: KIDD IMMEL

PROJECT ENGINEER: DRAKE HAGLAN
 FORMAL BID - 04/05/2018

| | BID 1 Granite Construction Company P. O. Box 6744 | BID 2 Souza Engineering Contracting, Inc. dba Souza Construction, Inc. P. O. Box 3810 | BID 3 R. Burke Corporation P. O. Box 957 |
|--|---|--|--|
| TOTAL ADDITIVE BID ITEM 1 | \$ 165,000.00 | \$ 67,000.00 | \$ 210,000.00 |
| GRAND TOTAL BASE BID PLUS ADDITIVE BID ITEMS | \$ 2,278,340.00 | \$ 2,209,852.00 | \$ 3,002,185.00 |

BID CHECK DATE: 4/5/2018
 LEGEND: Highlighted = Math Error

REIMBURSEMENT AGREEMENT

Oceano Beach Lagoon Bridge at Air Park Drive Replacement Project
County Project No. 300430
Federal Aid Project No. BRLO-5949(129)
UT No. 05-UT-300430-01
Oceano, California

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made by and between the **OCEANO COMMUNITY SERVICES DISTRICT**, a community services district, hereinafter referred to as "District," and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County." (The District and the County are also hereafter each referred to as a "Party," or collectively as "Parties.")

WITNESSETH:

WHEREAS, the County is preparing to replace the old timber bridge over Oceano Beach Lagoon on Air Park Drive pursuant to the County's Oceano Beach Lagoon Bridge at Air Park Drive Replacement Project (WBS 300430) in Oceano, California (hereinafter the "Project"); and

WHEREAS, the plans, specifications, and estimates (PS&E) for the construction of the Project shall hereinafter be referred to as the "Project Plans"; and

WHEREAS, the area affected by the work described and/or depicted in the Project Plans shall hereinafter be referred to as the "Project Area"; and

WHEREAS, the District has water and sewer pipelines and related facilities (hereinafter collectively "District Facilities") located within the Project Area that need to be relocated at the District's expense; and

WHEREAS, the Parties desire to work together to coordinate the relocation work with the Project's construction contract (hereafter, "Construction Contract") pursuant to the terms of the Agreement; and

WHEREAS, the County has provided the District a copy of the Project Plans dated September 30, 2016; and the Project Plans will be finalized after the County incorporates the District's plans, specifications, and estimates (District's PS&E) for the relocation work into the County's Project Plans pursuant to the terms of this Agreement; and

WHEREAS, the Parties acknowledge that the Project's Construction Contract will be funded in part with federal funds; and

WHEREAS, it is understood that said Project is a Federal aid project and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement. In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this Agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all

manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving Federal funding; and

WHEREAS, the Parties understand and acknowledge that this Project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. The County hereby certifies that in the performance of this Agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

NOW, THEREFORE, the Parties hereto agree as follows:

A. Recitals

1. The above recitals are incorporated herein by reference as though fully set forth herein.

B. District's Responsibility for the Relocation Work

1. "Relocation Work" shall mean all design, construction, inspection, and administration work relating to the temporary and permanent relocation of any District Facilities affected by the County's Project Area described in the Project Plans. Any reference herein to relocation or Relocation Work shall refer to both the temporary and permanent relocation of the District Facilities unless the sentence is clearly referring to one or the other.
2. The District shall be responsible for all reasonable costs of the Relocation Work associated with the District Facilities.
3. The Relocation Work involves two phases: an initial temporary relocation and a permanent relocation. The parties acknowledge that the temporary relocation phase must be performed as part of the County's construction contract since it is not feasible for the District to independently perform this work. The District would like to have the option of independently performing the permanent relocation work, so the permanent relocation work will be listed as an additive bid item for the bidding on the County Project. Pursuant to the terms of this Agreement, the District may reject the bid price on the additive bid item for the permanent relocation work and independently perform that work within the time deadlines set forth in this Agreement.
4. The Parties acknowledge that, to the extent the construction of the relocation of any District Facilities is performed as part of the Project's Construction Contract, the construction work shall be performed by the independent contractor (hereafter "Contractor") that is awarded said Construction Contract based upon the lowest responsive bid on the base contract under Public Contract Code Section 20103.8(a). The Parties agree that, as between the District and the

County, the Contractor's bid price for any additive bid item regarding the relocation of District Facilities shall be deemed reasonable subject to the terms of this Agreement.

5. The Parties further acknowledge that neither the County nor the District guarantees the performance of the Contractor, and neither Party insures or indemnifies the other Party for any breaches of the Construction Contract by the Contractor. Except as otherwise expressly provided for in this Agreement, neither the County nor the District are responsible for any costs or damages incurred by the other Party arising from a breach of the Construction Contract by the Contractor.

C. Preconstruction Work

The parties acknowledge that the County shall not be responsible for the design of any Relocation Work. As the owner of the District Facilities, the District shall be solely responsible for preparation of all necessary plans, specifications, and estimates (District's PS&E) for the relocation of any District Facilities.

1. The District has provided the County the District's PS&E dated June 28, 2017, for the construction of the relocation of the District Facilities. Said District's PS&E were prepared by the District's retained engineer. Pursuant to the latest approved County construction standards, any above or below grade facilities included in said District's PS&E shall ensure that required clearances are met and any affected valves or covers shall be adjusted to finish grade. The District shall be responsible for ensuring that said District's PS&E are in compliance with any applicable laws and regulations, including any State Health Department utility separation requirements.
2. The District is responsible for the accuracy and completeness of all documents and information submitted to the County relating to the design, bidding, and/or construction of the relocation of any District Facilities. The County assumes no responsibility for the accuracy or completeness of any documents or information submitted on behalf of the District relating to the design, bidding, and construction of Relocation Work. The District shall defend, indemnify and hold harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability (hereafter "Claims") arising from any assertions regarding the inaccuracy or incompleteness of any documents and information submitted to the County relating to the design, bidding, and/or construction of the Relocation Work, including but not limited to any Claims by the construction Contractor that said inaccuracy or incompleteness caused the Contractor to incur delays, additional costs or monetary damages.
3. The County agrees that it will satisfy all preconstruction environmental planning requirements of the Project under the California Environmental Quality Act, National Environmental Policy Act, and related environmental regulations with respect to any Relocation Work performed under the County's Construction Contract. However, the District shall remain responsible for all reasonable costs relating to any construction work addressing and/or mitigating any environmental

or related matters associated with any Relocation Work regarding the District Facilities. (For example, if any Native American artifacts or remains are located in any areas where said Relocation Work is to be performed, the District shall remain responsible for all reasonable costs incurred in addressing and/or mitigating said matters, regardless of whether or not said Native American artifacts or remains were addressed in any preconstruction environmental planning documents.)

4. Pursuant to the terms of this Agreement, when the construction contract for the County's Project goes out to bid, the District's PS&E will be incorporated into the County's Project Plans, and the temporary relocation work will be included as a line item in the base bid for the Project, and the permanent relocation work will be included as an additive bid item for the Project.
5. The District's PS&E (dated June 28, 2017) consists strictly of construction plans in the form of design drawings prepared by the District's design engineer. Since the District has not provided any separate specifications relating to the Relocation Work, the District understands that its construction plans will be governed by the specifications set forth in the County's Project Plans. The District's PS&E dated June 28, 2017 also did not include any separate estimates.

D. Required Deposit of Funds by District

1. The District shall pay the County an initial deposit of \$15,000.00 when it delivers this executed Agreement to the County. This initial deposit shall serve as a deposit for the costs relating to the initial temporary relocation of District Facilities away from the existing bridge to a temporary sewer bypass line. (Hereafter, the term "Deposit Amount" shall refer to the amount of said initial deposit, plus any subsequent deposits and less any deposit refunds made under this Agreement.)
2. In order for the permanent relocation work to be included as an additive bid item on the bidding of the County's construction contract, the District shall pay the County an additional deposit of \$100,000.00 within seven (7) days of receiving a written demand for said deposit from the County Public Works Department.

If the District does pay the County the additional Deposit Amount of \$100,000.00 within seven (7) days of receiving a written demand therefor from the County Public Works Department, the District's PS&E for the permanent relocation of the District Facilities shall be incorporated into the Project Plans for the purpose of including the permanent relocation of the District Facilities as an additive bid item when the Construction Contract for the County's Project is advertised for bids pursuant to Public Contract Code Section 20103.8(a). (If the County elects to advertise the Construction Contract for bids before said seven (7) day period expires, and said deposit is not received within said seven (7) day period, the County will issue an addendum to the Construction Contract deleting the inclusion of the relocation of the District Facilities as an additive bid item, the Relocation Work relating to the permanent relocation of the District Facilities will not be part of the Project, and the District shall independently perform the

permanent relocation work in a timely manner that is consistent with the provisions set forth in Section I of this Agreement.

E. Award of County Project Construction Contract

1. The below subsections of this Section E are applicable only if the permanent relocation of the District Facilities is included as an additive bid item when the bids are opened for the Construction Contract for the County's Project pursuant to this Agreement.
2. If the permanent relocation of the District Facilities is included as an additive bid item pursuant to this Agreement, the lowest bid shall be the lowest responsive bid price on the base contract for the Project without consideration of the bid prices on any additive or deductive items included in the County's bid solicitation pursuant to subdivision (a) of Public Contract Code Section 20103.8. In other words, any amount(s) bid as the bid price for the additive bid item for constructing the permanent relocation of the District Facilities shall be irrelevant to the County's determination of the lowest responsive bid.
3. After the bids are opened, the County will provide the District with written notice of which bid has been determined to be the lowest responsive bid by the County's Public Works Department pursuant to the criteria set forth in subdivision (a) of Public Contract Code Section 20103.8. (Said written notice by the County shall hereafter be referred to as the "Low Bid Notice.") The County will try to send out the Low Bid Notice within five business days of the bid opening date, but the notice may be delayed if any bidder(s) submit a bid protest (or to allow the time for submitting a protest to lapse). If the District has any objection to the County's determination of the lowest responsive bid, the District's sole remedy is to timely provide the County with written notice that the District is rejecting having the permanent relocation of the District Facilities performed as part of the Project's Construction Contract as set forth below. The District hereby waives any right(s) it may have to protest or challenge in any forum (including any administrative procedures of the County or judicial proceedings of the courts) the County's determination of the lowest responsive bid. The District further waives any claims for damages against the County arising from any alleged erroneous determination by the County of the lowest responsive bid.
4. The District shall have seven (7) days from the date the County provided the Low Bid Notice to the District to provide the County written notice of the District's decision to reject having the permanent relocation of the District Facilities performed as part of the Project's Construction Contract. If the County does not receive such written notice of rejection within seven (7) days of the Low Bid Notice, and the District timely pays any supplemental deposit amounts required in Section E.6 below, then (a) the District shall be deemed to have approved the additive bid amount for the permanent relocation of the District Facilities submitted by the lowest responsive bid (as determined by the County), (b) the County shall accept said additive bid item, and (c) said relocation of the District Facilities shall be performed as part of the Project's Construction Contract. If the District does provide such written notice of rejection within seven (7) days after date the County provided the Low Bid Notice to the District, or fails to timely pay

any supplemental deposit amounts required in Section E.7. below, this shall result in the following: (a) the Deposit Amount shall be promptly returned to the District (less any reasonable costs incurred by the County for any Relocation Work regarding the District Facilities); (b) the County will not include the additive bid item as part of the Project Construction Contract; and (c) the District shall independently relocate the District Facilities at its own expense in a manner that is consistent with the provisions set forth in Section I of this Agreement.

In the event the County's Public Works Department ever later sends the District a subsequent Low Bid Notice as a result of a bid protest or any other reason whatsoever, the last Low Bid Notice provided to the District shall be considered the only Low Bid Notice for purposes of this Section E, any prior versions of the Low Bid Notice shall be deemed null and void, and all District deadlines identified in this Section E shall be reset based upon the last Low Bid Notice.

5. If the bid amount for the additive bid item for the District Facilities on the lowest responsive bid (as determined by the County) is greater than \$100,000.00, the District must pay the supplemental deposit described in this paragraph in order for the County to be obliged to accept that additive bid. If the bid amount for the additive bid item for the District Facilities on the lowest responsive bid (as determined by the County) is greater than \$100,000.00, the District must pay the County a supplemental deposit in an amount equal to 110% of the amount in excess of \$100,000.00 within fourteen (14) calendar days of the date the County provided the Low Bid Notice to the District. If said supplemental deposit is not received by County by that date, the relocation of the District Facilities will not be part of the Project and the District shall independently relocate the District Facilities at its own expense in a manner that is consistent with the provisions set forth in Section I of this Agreement. The District's obligation to pay a supplemental deposit under this paragraph shall not be conditioned upon a written request by the County, but shall automatically arise from the date the County provided a Low Bid Notice to the District that indicated that the bid price on the additive bid item for the District Facilities on the lowest responsive bid is greater than \$100,000.00.
6. Notwithstanding the foregoing, the County reserves its right to reject all bids for the Project (including the Relocation Work), and to not award any Construction Contract at all. If the County does exercise this right, each Party shall be responsible for bearing its own costs, expenses, and damages relating to this Agreement.
7. If the District does independently relocate the District Facilities, the District shall comply with all applicable laws and regulations, including the obligation to obtain an encroachment permit from the County for any relocation work within any County right-of-way.

F. Adjustments To Deposit Amount

1. In the event the Deposit Amount ever falls below 110% of the County's Third Party Costs ("County 3P Costs") relating to the District Facilities, the County shall have the right to request in writing that the District pay an additional

deposit to the County in an amount that would make the Deposit Amount equal to 110% of said County 3P Costs. (For purposes of this Agreement, "County 3P Costs" shall refer to the Contractor's total bid price for the additive bid item for the relocation of the District Facilities, plus/minus any increases/decreases in the contract price for said work under the Construction Contract per change orders executed by the County in a manner consistent with this Agreement, plus any reasonable costs the County pays an outside consultant for any services relating to said Relocation Work). Within 10 days of being provided such written request from the County, the District shall pay to the County an amount that would make the District's Deposit Amount equal to 110% of said 3P Costs. If the County does not receive a District payment within said time period in an amount sufficient to make the Deposit Amount equal to at least 110% of said County 3P Costs, the County shall be entitled to recover interest from the District on the amount the District failed to so timely pay at the rate of 2% per month.

2. The parties acknowledge that the bid price for the temporary relocation work shall be listed as a separate line item that will be a component part of the base bid price for the County's construction contract. The bid price listed for the temporary relocation work on the lowest responsive bid (as determined by the County) will be considered part of the County 3P Costs.
3. In the event the Deposit Amount ever exceeds 110% of the County 3P Costs for the Relocation Work relating to the District Facilities, the District shall have the right to request in writing a refund of the amount by which the Deposit Amount exceeds 110% of said County 3P Costs. Within 10 days of being provided such written request from the District, the County shall refund to the District an amount that would make the District's Deposit Amount equal to 110% of said County 3P Costs. If the District does not receive a refund payment from the County within said time period in an amount sufficient to make the Deposit Amount equal to no more than 110% of said County 3P Costs, the District shall be entitled to recover interest from the County on the amount the District failed to so timely pay at the rate of 2% per month.

G. Construction of Relocation Work

1. The parties acknowledge that the County shall not be responsible for inspecting any work under the Construction Contract relating to the relocation of any District Facilities, including but not limited to, any testing of any District Facilities relocated pursuant to the Construction Contract. As between the District and the County, the District shall be solely responsible for any and all such inspections.
2. The County will forward to the District any Request for Information ("RFI") it receives from the Contractor pertaining to the construction of the relocation of any District Facilities, and the District shall be obliged to provide a timely response to the County regarding the RFI.
3. The District shall provide, in a timely manner, all inspections necessary to verify that any work under the Construction Contract relating to the relocation of any District Facilities is constructed in conformance with the Construction Contract.

The District shall coordinate any such inspections with the Contractor, and shall have access to the job site to inspect the construction and testing of any such work.

4. The District acknowledges that the Contractor is responsible for the safety of the job site. The District shall hold the County harmless of any claim arising from any injury to District property or personnel which may occur on the job site that is not caused by an act of negligence of the County, a County employee, or an agent of the County. Similarly, if an independent consultant or contractor of the District suffers any injury to person or property while on the job site, the District shall defend and indemnify the County from any and all such claims related thereto unless an act of negligence of the County, a County employee, or an agent of the County caused the injury.
5. The District shall immediately report to the County any substandard or defective work or materials discovered by the District relating to the relocation of any District Facilities that is not in compliance with the Construction Contract. If the County receives such a timely report from the District, the County shall direct the Contractor to repair or replace any such materials or work which the County agrees is substandard or defective. The Parties acknowledge that no inspection performed by the District under this Agreement shall relieve the Contractor of its obligation to perform any work in accordance with the Construction Contract. The District acknowledges that the County's sole and exclusive obligations with respect to any substandard or defective work or materials are set forth in this Agreement. In the event the District fails to immediately report any substandard or defective work or materials to the County, or later discovers any substandard or defective work or materials, the District shall have no claims against the County for any District damages relating to any such substandard or defective work or materials.
6. Prior to making any payment to the Contractor for any work under the Construction Contract relating to the relocation of any District Facilities, the County shall provide written notice to the District regarding the proposed payment amount for work relating to the relocation of any District Facilities. Within five (5) days of being provided said notice, the District shall notify the County in writing of any reasonable objections it has to the proposed payment amount with sufficient particularity so that the Contractor and/or the County can take whatever appropriate actions may be necessary to address the District's objection(s). The District will be deemed to have approved any payment items which are not so objected to in writing within said five (5) day period. In the event the District provides a timely written objection to any payment items, and a payment to the Contractor is denied, delayed or reduced by the County in response to a District objection, the District shall hereby defend, indemnify and hold harmless the County from any and all liability, damages, claims, demands, and costs (including costs of defense and attorney fees) relating to, or arising from, any claims by the Contractor that said denial, delay or reduction in payment was improper or unlawful. Although the County reserves the right to disregard any objection it receives from the District that the County deems to be unreasonable, the District's above obligation to defend, indemnify and hold harmless the County shall apply regardless of the reasonableness of the District's objection.

7. Prior to giving its final approval of any proposed change order for any work under the Construction Contract relating to the relocation of any District Facilities, the County shall notify the District in writing by providing the District a copy of the proposed change order. As expeditiously as reasonably possible, and no later than 48 hours of being provided said notice by email and facsimile, the District shall notify the County in writing (by email and facsimile) of any reasonable objections it has to the proposed change order with sufficient particularity so that the Contractor and/or the County can take whatever appropriate actions may be necessary to address the District's objection(s). The District will be deemed to have approved any proposed change orders which are not so timely objected to in writing. In the event the District provides a timely written objection to any proposed change order, and the proposed change order is denied, delayed or reduced by the County in response to a District objection, the District shall hereby defend, indemnify and hold harmless the County from any and all liability, damages, claims, demands, and costs (including costs of defense and attorney fees) relating to, or arising from, any claims by the Contractor that said denial, delay or reduction was improper or unlawful. Although the County reserves the right to disregard any objection it receives from the District that the County deems to be unreasonable, the District's above obligation to defend, indemnify and hold harmless the County shall apply regardless of the reasonableness of the District's objection.
8. Notwithstanding the foregoing, the Parties recognize that exigent circumstances may arise at the job site where it would be impractical for the County to provide written notice to the District before the County ordered the Contractor to perform work relating to the relocation of District Facilities that is different than that set forth in the Construction Contract. Under such exigent circumstances, the County is not obliged to providing the District with any written notice before ordering the Contractor to perform the changed work. To the extent it is practical, the County shall try to consult with the District under such circumstances.
9. The construction of the relocation of any District Facilities performed under the Construction Contract shall be deemed completed on the earliest "completion" date under Public Contract Code Section 7107(c)). Upon such completion date, the District shall automatically assume full, complete, and sole ownership and control over the District Facilities installed as part of the Construction Contract, and shall be solely responsible for the operation and maintenance of said facilities. The County shall not be responsible for any costs incurred for any Relocation Work on any District Facilities after said completion date, unless said costs are incurred as a result of a breach of an express obligation of the County provided for in this Agreement.
10. The District's failure to provide the County a timely written objection to a proposed payment to the Contractor under Section G.6. above shall constitute an acknowledgement by the District that it is not aware of any substandard or defective work or materials regarding any of the Relocation Work relating to the proposed payment. Prior to making a final payment to the Contractor, the County reserves the right to require that the District provide the County a list of any and all written objections it has provided the County pursuant to Sections G.5. and G.6. above that the District does not believe have been properly resolved. The District

shall provide the County a written response within 5 (five) days of being provided a written notice by the County that the County is exercising its rights under this subsection. The District's written response shall either list and describe any such objections, or simply state that no such objections exist. If the District does not respond within said 5 (five) day period, the District shall be deemed to have acknowledged that no such objections exist.

11. The County's Construction Contract shall require that the District, its directors, officers, and employees be named as additional insured's for the Relocation Work under the general liability and automobile insurance policies of the construction Contractor.
12. The County's Construction Contract shall identify the District as an expressed third-party beneficiary of any and all terms, provisions, plans, specifications and drawings in the Construction Contract relating to any work and materials regarding any District Facilities and the District shall have all rights and remedies against the Contractor for latent and other defects.
13. The Construction Contract shall require the Contractor to defend, indemnify, and save harmless the District, its directors, officers, and employees in the same manner as the County under the Construction Contract.
14. Upon completion of the Project, the District will apply for an encroachment permit from County for any District Facilities within the County right of way. The District will be responsible for all general provisions of the encroachment permit, and the County agrees to issue the District said encroachment permit.

H. District Reimbursement of County Costs

1. The District shall reimburse the County for all reasonable costs incurred by the County relating to the Relocation Work associated with the District Facilities including but not limited to (a) any Relocation Work relating to change orders approved by the County in a manner consistent with the terms of this Agreement, and (b) any amounts the County deems reasonable to pay the Contractor to settle any claims made by the Contractor regarding work under the Construction Contract relating to the relocation of any District Facilities.
2. The Parties agree that the portion of the County's internal costs (i.e. County Staff time) for Project administration work attributable to the Relocation Work (including, but not limited to costs relating to reviewing and assembling the bid package, advertising and evaluating bids, award of contract, pre-construction environmental planning and compliance, processing payments to the Contractor, and other Construction Contract administration) shall be calculated as 10 percent of the construction cost of the relocation of the District Facilities. The District shall reimburse the County for all of the County's 3P Costs (as defined in Section F.1. above).
3. In the event, any reimbursable costs of the County exceed the Deposit Amount, the County shall provide to the District an invoice for said costs relating to the Relocation Work. The District shall remit payment to the County for each such

invoice so that payment is received by the County within 20 days of the District's receipt of the invoice. The District shall owe the County interest on late payments in accordance with Public Contract Code Section 20104.50 (just as if the District was the "local agency" and the County was the "Contractor" under that statute).

I. Restrictions on District's Independent Performance of the Permanent Relocation Work

In the event the permanent relocation of the District's facilities is not performed under the County's construction contract pursuant to the terms of this Agreement, the District shall be responsible for having the permanent relocation independently performed and completed at its own expense. Furthermore, the District shall be responsible for having the permanent relocation independently performed and completed within a four-week (twenty working days) construction "window" in the County construction Contractor's construction schedule. The District shall be provided written notice of the dates of this 20-day construction window at least five days before the commencement of the 20-day construction window. The County shall not be liable for any additional costs incurred by the District if the commencement of the 20-day construction window is delayed due to the Contractor being behind schedule or for any other reason. The provisions of this Section I may be amended by a separate written agreement signed by the District's General Manager and the County Director of Public Works that expressly states that it is amending Section I of this Agreement.

J. General Provisions

1. Time is of the essence. If the District fails to act in a timely manner, and said failure causes the County to incur additional cost under the Construction Contract, the District shall reimburse the County for any and all such costs. Unless otherwise specified, whenever the term "day" or "days" is used herein, it shall mean calendar days.
2. The County reserves the right to not proceed with the Project, or any portion thereof, for any reason. In the event the County exercises such right in writing, no Relocation Work shall be required under this Agreement, and the District shall be obliged to reimburse the County for all costs incurred by the County relating to the Relocation Work up to the date the County provides such written notice.
3. The District shall defend, indemnify and save harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the District that is negligent or otherwise in breach of this Agreement.
4. The County shall defend, indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the County that is negligent or otherwise in breach of this Agreement.
5. This Agreement shall not be changed or modified except upon written consent of the parties hereto.

6. Non-enforcement of any term, covenant or provision of the Agreement by either party shall not be considered a waiver by that party of rights under that Agreement or a waiver of any breach of the Agreement. To the extent any conduct of a party is construed as a waiver, the party's waiver of the breach of any one term, covenant or provision of this Agreement shall not be a waiver or a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.
7. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo; and such County shall be that venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of, this Agreement. If any action or other proceeding is filed to enforce or interpret this Agreement or any provision herein, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other relief, its reasonable attorneys' and expert witnesses' fees, expenses and costs incurred in preparation for such action or proceeding, in pursuing such action or proceeding, on appeal from any such action or proceeding, and in collecting any monetary award resulting from such action or proceeding.
8. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
9. Unless otherwise provided, all notices herein required shall be in writing, shall be delivered either by email or United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

First Class Mail Delivery
Department of Public Works
Room 207 County Government Center
San Luis Obispo, CA 93408
Attn: Dave Flynn, Deputy Director
Kidd Immel, PE

-Or-

Email Delivery
dflynn@co.slo.ca.us
pwd@co.slo.ca.us
kimmel@co.slo.ca.us

Or Facsimile (Fax)805 781-1229

Notices required to be given to District shall be addressed as follows:

First Class Mail Delivery
Oceano Community Services District
1655 Front Street

Oceano, CA 93445
Attn: Paavo Ogren, General Manager
-Or-

Email Delivery
paavo@oceanocsd.org
office@oceanocsd.org

Or Facsimile (Fax)805 481-6836

Notices sent by email or facsimile (fax) shall be deemed provided to, and received by, the other Party when the email or facsimile (fax) was properly sent. Notices sent by first-class U.S. mail shall be deemed provided to the other Party on the third business day after it was sent. If this Agreement specifically provides notice by email and facsimile, such notices will not be deemed provided by any other means.

10. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters contained herein and is a complete and exclusive statement of the terms and conditions thereof.
11. The time for the parties to commence and/or complete their obligations required by this Agreement shall be extended for such period reasonably necessary to take into account any delays caused by riots, insurrections, martial law, civil commotion, war, flood, earthquakes or other acts of God.
12. Each party to this Agreement agrees to do all things that may be necessary, including without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.
13. The parties acknowledge that each party and its attorneys have reviewed, negotiated and revised this Agreement; and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.
14. Unless this Agreement (or other applicable law) specifically requires an action by the County Board of Supervisors, all County actions under this Agreement are delegated to the County Director of Public Works (or the Director's designee). Unless this Agreement (or other applicable law) specifically requires an action by the District's Board, all District actions under this Agreement are delegated to the District's General Manager (or the General Manager's designee).
15. This Agreement is effective as of the date it is fully executed by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth below.

Oceano Community Services District

BY: *Karen M. White*

DATE: 9/25/17

ATTEST:

BY: *C. C. J.*
Clerk of the District

DATE: 9/25/17

COUNTY OF SAN LUIS OBISPO

BY: *John A. Bolognini*
Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

DATE: December 5, 2017

ATTEST:

BY: TOMMY GONG
County Clerk and Ex-Officio Clerk
of the Board of Supervisors
County of San Luis Obispo
State of California *by: Sandy Currons*
Deputy Clerk

DATE: December 5, 2017

APPROVED AS TO FORM AND LEGAL EFFECT

RITA NEAL
COUNTY COUNSEL

BY: *Rita Neal*
Deputy County Counsel

DATE: 11/6/17

BY: *[Signature]*
District Counsel

DATE: Oct. 2 2017

**OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO: 2018 - __**

**A RESOLUTION TO REJECT THE ADDITIVE BID IN THE COUNTY AIR PARK DRIVE
PROJECT AND TO REJECT ALL BIDS RESPONSIVE TO THE DISTRICT'S
INDEPENDENT BID OF THE AIR PARK DRIVE PROJECT WORK**

WHEREAS, on September 13, 2017 the Oceano Community Services District (“District”) Board of Directors approved a Reimbursement Agreement with the County of San Luis Obispo relating to the County’s Air Park Drive Bridge Replacement Project (“Air Park Project”), which requires the District to relocate certain existing water and wastewater infrastructure that conflicts with the County’s project design; and

WHEREAS, the Reimbursement Agreement provided the District’s permanent utility modifications be included in the scope of work for the County’s Air Park Project as an additive item and further provided the District authority to reject the bid price on the additive bid; and

WHEREAS, the Reimbursement Agreement also provided the District with the ability to alternatively bid the permanent relocation work to obtain competitive bids; and

WHEREAS, on or about March 22, 2018, the District independently went out for bid on the District scope of work related to the Air Park Drive Project (“Independent Bid”) wherein the District reserved the right to reject all bids and self-perform the work as provided by Public Contract Code Section 22038; and

WHEREAS, pursuant to the Reimbursement Agreement, the County has provided the District written notice as to the lowest responsive bidder as determined by the County’s Public Works Department and the District has determined to reject having the District relocation work included as an additive item in the County’s Construction Contract; and

WHEREAS, on April 5, 2015, the District opened, received, and considered the bids submitted in response to the District’s Independent Bid; and

WHEREAS, based upon the documents, staff report, information, and public input provided to and duly considered by the District at the time of the adoption of this Resolution, the District has determined and declares the District scope of work for the Air Park Project can be more economically performed by employees of the District; and

WHEREAS, pursuant to Section 22038 of the Public Resources Code, upon the passage of a four-fifths vote of the District declaring that the project can be performed more economically by the employees of the District, all bids may be rejected and the District may self-perform the subject work; and

WHEREAS, the District has confirmed that notice to the apparent low bidder of the Independent Bid has been timely provided in compliance with Section 22038 of the Public Resources Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Oceano Community Services District that:

1. Pursuant to Reimbursement Agreement Section E.3, the District hereby directs the District General Manager to provide the County with timely written notice that the District is rejecting having the permanent relocation of the District facilities performed as part of the County's Project's Construction Contract.
2. The District finds and declares that the District scope of work for the Air Park Project can be performed more economically by the employees of the District.
3. Pursuant Section 22038 of the Public Resources Code and upon a four fifths vote of the District, the District rejects all bids submitted in response to the District's Independent Bid and authorizes the District General Manager to notify said bidders.
4. The District General Manager is granted authority to comply with all other requirements of the Reimbursement Agreement in order to effectuate the rejection of the additive item.
5. The District General Manager is authorized to proceed with the coordination necessary to prepare for the District's performance of the relocation work as identified herein and in the Reimbursement Agreement.

PASSED AND ADOPTED by the Board of Directors of the Oceano Community Services District on April 11, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

President, Board of Directors
of the Oceano Community Services District

ATTEST:

Board Secretary of the
Oceano Community Services

APPROVED AS TO FORM:

Jeffrey A. Minnery, District Counsel