



Notice of Regular Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, JULY 13, 2022 – 6:00 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 Board Secretary 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 their remarks to a total of SIX (6) minutes. This time may be allowed 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. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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.

6. SPECIAL PRESENTATIONS & REPORTS:

A. STAFF REPORTS:

- i. Sheriff's South Station - Commander Keith Scott
- ii. FCFA Operations - Chief Steve Lieberman
- iii. Operations – Utility System Manager Tony Marraccino
- iv. OCSD General Manager – Will Clemens

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. President White
- ii. Vice President Villa
- iii. Director Gibson
- iv. Director Austin
- v. Director Montes

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 Special Presentations and Reports. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

7. 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. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

- A. Review and Approval of Minutes for the Regular Meeting of June 22, 2022
- B. Review of Cash Disbursements
- C. Authorize the General Manager to apply for the California Department of Water Resources Small Community Drought Relief Program for the District's Water Resources Reliability Plan Projects #1-1 & #1-9

8. BUSINESS ITEMS:

Public comment Members of the public wishing to speak on business items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

- A. Approval of Second Amended and Restated Joint Powers Agreement for the San Luis Obispo County Integrated Waste Management Authority
- B. Consideration of Options Related to Hydrant Flushing for the Water System

9. HEARING ITEMS:

Public comment Members of the public wishing to speak on hearing items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

- A. Consideration of a recommendation to approve a resolution to collect delinquent customer accounts on the 2022-23 property tax bills

10. RECEIVED WRITTEN COMMUNICATIONS:

11. LATE RECEIVED WRITTEN COMMUNICATIONS:

12. FUTURE AGENDA ITEMS:

13. FUTURE HEARING ITEMS: South County Sanitary Services Inc Prop 218 Protest Hearing– July 27, 2022

14. CLOSED SESSION:

15. ADJOURNMENT:

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.



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, June 22, 2022 – 6:00 P.M.

Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** at approximately 6:00 p.m. by President White
2. **ROLL CALL:** Board members present: Vice President Villa, Director Gibson, and Director Montes.
Board members absent: President White and Director Austin
Staff present: General Manager Will Clemens, Business and Accounting Manager Carey Casciola, Celia Ruiz, Account Administrator III and Jeff Minnery, Legal Counsel.
3. **FLAG SALUTE:** led by Vice President Villa
4. **AGENDA REVIEW:** Agenda accepted as presented.
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**

Charles Varni	Commented on Measure A-22 results and potential options for emergency and fire services.
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6. SPECIAL PRESENTATIONS & REPORTS:

A. STAFF REPORTS:

- i. **Sheriff's South Station** – Commander Keith Scott - Absent
- ii. **FCFA** - Chief Steve Lieberman - Absent
- iii. **Operations** - Utility Systems Manager - Tony Marraccino
Lopez is at 26.9% full which is 13,288 AF
5 Work orders / 7 USAs / 5 Customer Service Calls / 0 After Hours Call Outs / 0 SSO
Continuing with daily, weekly, and monthly samples & rounds
New handheld devices for meter reading are up and running
Repaired a water bottle refill station at the Oceano Campground – the counter failed, and a warranty replacement was sent by the manufacturer.
Continuing with trash/ 1 ticket through Ready 311 app
Continuing to replace meters; hung door hangers for April unpaid bills; installed July 4th Safe and Sane Fireworks sign throughout Oceano; finished removing the ice plant on Hwy 1 to relocate a fire hydrant; assisted Director Montes with a tour of Oceano operations.
Doug Sparling passed his T2 operator license test.
- iv. **OCSD General Manager – Will Clemens**
Attended the CSDA General Managers Leadership Summit.
Looking at new options and better interest rates to pool the District's accounts.

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. **Vice President Villa** – None
- ii. **Director Austin** – Absent
- iii. **President White** – Absent
- iv. **Director Gibson** – None
- v. **Director Montes** – None

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS: None

7. CONSENT AGENDA:	ACTION:
a. Review and Approval of Minutes for the Special Meeting of June 8, 2022	After an opportunity for public comment, Board and staff discussion, Director Montes made a motion to approve consent agenda items as presented with a second from Director Gibson and a 3-0 roll call vote. Absent: President White and Director Austin
b. Review of Cash Disbursements	
	Public Comment: None

8. BUSINESS ITEMS: None

9. HEARING ITEMS:	ACTION:
Consideration of recommendations to adopt resolutions approving the Fiscal Year 2022-23 Preliminary Budget and the Fiscal Year 2022-23 Appropriation Limitation and to set August 24, 2022, as the date of the public hearing to consider the adoption of the 2022-23 Final Budget	After a presentation by Carey Casciola, OCSD Business & Accounting Manager and an opportunity for public comment, Board and staff discussion, Director Gibson made a motion to approve staff recommendations with a second from Director Montes and a 3-0 roll call vote. Absent: President White and Director Austin Public Comment: None

10. RECEIVED WRITTEN COMMUNICATIONS:

11. LATE RECEIVED WRITTEN COMMUNICATIONS: None

12. FUTURE AGENDA ITEMS: None

13. FUTURE HEARING ITEMS: FY 2022-23 Preliminary Budget Hearing - June 22, 2022, Delinquent Charges Public Hearing – July 13, 2022, Solid Waste and Recycling Rate Increase Protest Hearing – July 27, 2022

14. CLOSED SESSION: None

15. ADJOURNMENT: Approximately 6:37 p.m.



Oceano Community Services District

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

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

Date: July 13, 2022

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #7(B): Recommendation to Review Cash Disbursements

Recommendation

It is recommended that your board review the attached cash disbursements:

Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence	Amounts
Disbursements:	59610 - 59635	
Regular Payable Register - paid 06/29/2022	59618 - 59635	\$ 71,310.90
Subtotal:		\$ 71,310.90
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 06/18/2022	N/A	\$ 28,984.43
Reoccurring Health Disbursements - paid 06/28/2022	59610 - 59611	\$ 10,171.52
Reoccurring Utility Disbursements - paid 06/29/2022	59612 - 59617	\$ 11,107.05
Subtotal:		\$ 50,263.00
Grand Total:		\$ 121,573.90

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.

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: 059618 THRU 059635

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE	
CHECK:	-----								
1-1001-000	6/29/2022	CHECK	059618	ARAMARK	90.69CR	OUTSTND	A	0/00/0000	UNIFORMS
1-1001-000	6/29/2022	CHECK	059619	BURDINE PRINTING	45.42CR	OUTSTND	A	0/00/0000	BUSINESS CARDS
1-1001-000	6/29/2022	CHECK	059620	CALPORTLAND CONSTRUCTION	297.18CR	OUTSTND	A	0/00/0000	IMPROVEMENT MAINTENANCE
1-1001-000	6/29/2022	CHECK	059621	BRENT SARKISON DBA CALTEC COMP	238.50CR	OUTSTND	A	0/00/0000	TECH SUPPORT
1-1001-000	6/29/2022	CHECK	059622	CANNON	7,004.75CR	OUTSTND	A	0/00/0000	CIP-PROP1 SWGP, CIP-HWY1/ALLEYWAY TO 19TH
1-1001-000	6/29/2022	CHECK	059623	CLINICAL LAB OF SAN BERNARDINO	360.00CR	OUTSTND	A	0/00/0000	WATER SAMPLES
1-1001-000	6/29/2022	CHECK	059624	ENERGY LINK INDUSTRIAL SERVICE	480.34CR	OUTSTND	A	0/00/0000	BKUP BOOSTER MAINTENANCE
1-1001-000	6/29/2022	CHECK	059625	GATOR CRUSHING & RECYCLING	20.00CR	OUTSTND	A	0/00/0000	ASPHALT RECYCLE
1-1001-000	6/29/2022	CHECK	059626	GSI WATER SOLUTIONS, INC.	2,970.70CR	OUTSTND	A	0/00/0000	NCMA 2021 ANNUAL REPORT
1-1001-000	6/29/2022	CHECK	059627	ICONIX WATERWORKS (US) INC.	378.67CR	OUTSTND	A	0/00/0000	REIMBURSABLE HYDRANT CLAIM
1-1001-000	6/29/2022	CHECK	059628	J.B. DEWAR, INC.	331.80CR	OUTSTND	A	0/00/0000	FUEL
1-1001-000	6/29/2022	CHECK	059629	MARK SCHWIND ELECTRIC INC.	300.00CR	OUTSTND	A	0/00/0000	MAINTENANCE
1-1001-000	6/29/2022	CHECK	059630	ONE COOL EARTH	2,495.00CR	OUTSTND	A	0/00/0000	EARTH GENIUS STD PGM @ OCEANO ELEM
1-1001-000	6/29/2022	CHECK	059631	PETTY CASH	159.12CR	OUTSTND	A	0/00/0000	EMP EXPENSE REIMBURSEMENT
1-1001-000	6/29/2022	CHECK	059632	PRO-TECH LANDSCAPE MANAGEMENT,	410.00CR	OUTSTND	A	0/00/0000	LANDSCAPING
1-1001-000	6/29/2022	CHECK	059633	SOUTH COUNTY SANITARY SERV	54,437.00CR	OUTSTND	A	0/00/0000	SVC IMP SB1383 & OP RETRO PMT
1-1001-000	6/29/2022	CHECK	059634	WONDERFUL THINGS, INC, DBA THE	92.93CR	OUTSTND	A	0/00/0000	FLAGS
1-1001-000	6/29/2022	CHECK	059635	WATER SYSTEMS CONSULTING, INC.	1,198.80CR	OUTSTND	A	0/00/0000	NCMA STAFF EXTN SVCS FY 21-22
TOTALS FOR ACCOUNT 1-1001-0				CHECK TOTAL:	71,310.90CR				
				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				

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: 059618 THRU 059635

ACCOUNT --DATE-- --TYPE-- NUMBER -----DESCRIPTION----- ----AMOUNT--- STATUS FOLIO CLEAR DATE

TOTALS FOR POOLED CASH FUND	CHECK	TOTAL:	71,310.90CR
	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 July 13, 2022

	(*)	
<u>Gross Wages</u>	6/4/2022	6/18/2022
Regular	\$25,211.76	\$25,211.75
Overtime Wages	\$349.39	\$234.76
Stand By	\$600.00	\$450.00
	<u>\$26,161.15</u>	<u>\$25,896.51</u>
Cell Phone Allowance	\$75.00	\$0.00
Total Wages	<u>\$26,236.15</u>	<u>\$25,896.51</u>
<u>Disbursements</u>		
Net Wages	\$19,595.07	\$19,305.57
State and Federal Agencies	\$4,528.23	\$4,474.25
CalPERS - Normal	\$5,079.57	\$5,079.57
SEIU - Union Fees	\$125.04	\$125.04
Total Disbursements processed with Payroll	<u>\$29,327.91</u>	<u>\$28,984.43</u>
Health (Disbursed with reoccurring bills)	\$5,877.28	\$5,877.28
Total District Payroll Related Costs	<u>\$35,205.19</u>	<u>\$34,861.71</u>

(*) 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: 059610 THRU 059611

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE	
CHECK:									
1-1001-000	6/28/2022	CHECK	059610	ANTHEM BLUE CROSS	8,866.36CR	OUTSTND	A	0/00/0000	EMPLOYEE INSURANCE
1-1001-000	6/28/2022	CHECK	059611	PRINCIPAL LIFE INSURANCE COMPA	1,305.16CR	OUTSTND	A	0/00/0000	EMPLOYEE INSURANCE
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	10,171.52CR			
				DEPOSIT	TOTAL:	0.00			
				INTEREST	TOTAL:	0.00			
				MISCELLANEOUS	TOTAL:	0.00			
				SERVICE CHARGE	TOTAL:	0.00			
				EFT	TOTAL:	0.00			
				BANK-DRAFT	TOTAL:	0.00			
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	10,171.52CR			
				DEPOSIT	TOTAL:	0.00			
				INTEREST	TOTAL:	0.00			
				MISCELLANEOUS	TOTAL:	0.00			
				SERVICE CHARGE	TOTAL:	0.00			
				EFT	TOTAL:	0.00			
				BANK-DRAFT	TOTAL:	0.00			

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

CHECK DATE: 0/00/0000 THRU 99/99/9999
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 059612 THRU 059617

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE	
CHECK:									
1-1001-000	6/29/2022	CHECK	059612	AGP VIDEO INC.	2,355.00CR	OUTSTND	A	0/00/0000	BOD STREAM, ARCHIVE INDEX
1-1001-000	6/29/2022	CHECK	059613	CHARTER COMMUNICATIONS	150.00CR	OUTSTND	A	0/00/0000	INTERNET - COMMUNICATIONS
1-1001-000	6/29/2022	CHECK	059614	COASTAL COPY, INC.	475.85CR	OUTSTND	A	0/00/0000	COPIES/MAINTENANCE
1-1001-000	6/29/2022	CHECK	059615	PACIFIC GAS & ELECTRIC	7,999.71CR	OUTSTND	A	0/00/0000	UTILITY
1-1001-000	6/29/2022	CHECK	059616	SO CAL GAS	15.78CR	OUTSTND	A	0/00/0000	UTILITY
1-1001-000	6/29/2022	CHECK	059617	STANLEY CONVERGENT SECURITY SO	110.71CR	OUTSTND	A	0/00/0000	WELLS AND FIRE MONITOR
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	11,107.05CR			
				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:	11,107.05CR			
				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: July 13, 2022
To: Board of Directors
From: Will Clemens, General Manager
Subject: **Agenda Item #7(C): Authorize the General Manager to apply for the California Department of Water Resources Small Community Drought Relief Program for the District's Water Resources Reliability Plan Projects #1-1 & #1-9**

Recommendation

It is recommended that the Board adopt the attached Resolution and authorize the General Manager to apply for the California Department of Water Resources Small Community Drought Relief Program for the District's Water Resources Reliability Plan Projects #1-1 & #1-9.

Discussion

In May 2022, your Board authorized staff to notice and advertise for construction bids for the Water Resource Reliability Plan (WRRP) Projects #1-1 and #1-9. The notice to invite bids included the Proposition 1 Integrated Regional Water Management Implementation grant from the California Department of Water Resources for \$274,500. On June 24, 2022, six sealed bids were received, and the lowest bid was for \$457,154. The WRRP Projects #1-1 & 1-9 also requires a 10% contingency to cover possible change orders and construction management services of \$85,000 for a total project estimate of \$597,000.

Through California's Budget Act of 2021 the Department of Water Resources established the Small Community Drought Relief Program that aims to implement needed resiliency measures and infrastructure improvements for small water suppliers and rural communities. The Program will support projects and programs that provide immediate and near-term water supply reliability benefits and improve small communities' drought and water shortage resiliency and preparedness. A specific objective of the program is to implement projects that replace aging and leaking pipelines. Staff is requesting the remaining \$316,500 for the WRRP Projects #1-1 & #1-9 waterline replacement projects from this program.

Other Agency Involvement

California Department of Water Resources.



Oceano Community Services District

Board of Directors Meeting

Other Financial Considerations

The District has secured \$274,500 in Prop 1 funds from the California Department of Water Resources to date. See the estimated project budget below:

	In-Kind Staff	Prop 1 IRWM	Small Community Drought Relief	Total
Project Management	3,000			\$3,000
Reporting	3,000			\$3,000
Construction Contract		189,500	316,500	\$506,000
Construction Management		85,000		\$85,000
Project Total	\$6,000	\$274,500	\$316,500	\$597,000

Results

Seeking grant funds to replace the waterlines helps maintain the quality and integrity of equipment, safety of staff and continued community-wide benefit.

Attachment – Resolution

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE WATER RESOURCES RELIABILITY PLAN – PROJECTS #1-1 & #1-9

WHEREAS, the Oceano Community Services District (“District”) propose to implement the Water Resources Reliability Plan – Projects #1-1 & #1-9 (“Project”); and,

WHEREAS, the Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; 2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies; and,

WHEREAS, the District has the legal authority and is authorized to enter into a funding agreement with the State of California; and,

WHEREAS, the District intends to apply for grant funding from the California Department of Water Resources for the Project; and,

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80), the District’s Board of Directors, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.
2. The District’s Board of Directors, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The District’s Board of Directors, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2022 - ____

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Oceano Community Services District at the meeting held on July 13th, 2022, motion by _____ and seconded by _____, motion passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby adopted this ____ day of _____, 2022

President of the Board of Directors

ATTEST:

Secretary for the Board of Directors



Oceano Community Services District

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

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

www.oceanocsd.org

Date: July 13, 2022

To: Board of Directors

From: Will Clemens, General Manager

Subject: **Agenda Item # 8(A): Approval of Second Amended and Restated Joint Powers Agreement for the San Luis Obispo County Integrated Waste Management Authority**

Recommendation

It is recommended that your Board Approve the Second Amended and Restated Joint Powers Agreement for the San Luis Obispo County Integrated Waste Management Authority (IWMA) and authorize the President to execute.

Discussion

The IWMA is a Joint Powers Authority (JPA) previously comprised of the County, each of the seven cities in the County and one authorized Special District that provides solid waste services. The IWMA manages State mandated services on behalf of these agencies, including hazardous waste, universal waste, solid waste, recycling, and food/green waste. New mandates created under SB 1383 went into effect January 1, 2022. SB 1383 is the most significant waste legislation implemented in the past 30 years and focuses on reducing methane emissions by 75% in waste streams from 2014 levels by 2025. Additionally, edible food waste needs to be diverted by at least 20% by 2025. IWMA is taking the lead on implementing these significant changes on behalf of its member agencies and is a critical partner to the District.

The County withdrew from the IWMA effective November 15, 2021. This necessitated a change to the JPA. The attached Joint Powers Agreement reflects the appropriate changes to the JPA and allows the District to continue as a member of IWMA and be represented by the Authorized Special District representative on the IWMA Board.

Other Agency Involvement

All public agencies in San Luis Obispo County except for the County that provide solid waste services are involved with this issue.

Other Financial Considerations

There is no financial impact of this action to the District. IWMA fees are collected by the South County Sanitary Services from solid waste customers to fund IWMA services.

Agenda Item 8(A)



Oceano Community Services District

Board of Directors Meeting

Results

Collaboration through the IWMA promotes a prosperous, safe, healthy, and well governed community.

Attachment:

- Second Amended and Restated JPA

JOINT POWERS AGREEMENT

**TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES OF
SAN LUIS OBISPO COUNTY, CALIFORNIA**

SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
TO ESTABLISH AN
INTEGRATED WASTE MANAGEMENT AUTHORITY
FOR THE CITIES OF SAN LUIS OBISPO COUNTY, CALIFORNIA

THIS SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, hereinafter called “Cities.”

WHEREAS, on May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo (“County”) forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code section 6500 et seq., for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “Original JPA Agreement”); and

WHEREAS, pursuant to the Original JPA Agreement, the member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”); and

WHEREAS, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County, and certain special districts within the County (“Authorized Districts”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board; and

WHEREAS, on or about November 15, 2021, the County withdrew from the IWMA; and the Cities and Authorized Districts determined that a single regional agency remained advantageous to advise, plan for, and implement solutions to common solid waste and a waste diversion efforts; and

WHEREAS, the IWMA was originally formed to meet the requirements of the California Integrated Waste Management Act (California Public Resources

Code section 40000 et seq.) and all regulations adopted under that legislation require, among other things, that certain public agencies in California make adequate provision for solid waste management within their jurisdictions; and

WHEREAS, since the IWMA's formation, Assembly Bill 341 (Chesbro, 2011) (Recycling of Commercial Solid Waste ("MCR")) was signed into law and established requirements for jurisdictions to implement a commercial solid waste recycling program designed to divert commercial solid waste; and

WHEREAS, since the IWMA's formation, Assembly Bill 1826 (Chesbro, 2014) (Recycling of Commercial Organic Waste ("MORe")) was signed into law and established the requirement for jurisdictions to implement an organic waste recycling program to divert organic waste generated by businesses; and

WHEREAS, since the IWMA's formation, Senate Bill 1383 (Lara, 2016) was signed into law requiring jurisdictions to implement organic waste diversion programs that include providing organic waste collection services to businesses and residences, edible food recovery goals, public education and outreach, contamination monitoring and sampling activities, recordkeeping and reporting, organic materials and edible food recovery, infrastructure capacity planning, procurement of recovered organic waste products, and enforcement; and

WHEREAS, the Cities and Authorized Districts continue to believe that by combining their separate powers they can achieve their waste diversion goals and satisfy the requirements of the Integrated Waste Management Act and other legislation more effectively than if they exercise those powers separately; and

WHEREAS, the Cities affirm, that pursuant to this Second Amended and Restated Joint Powers Agreement, the IWMA remains a regional agency in accordance with Public Resources Code section 40970 et seq.; and

WHEREAS, pursuant to Section 40977, the Cities shall include one (1) Authorized District to be included as a member in the IWMA regional agency for the purpose of representation on the IWMA Board of Directors; and

WHEREAS, the Authorized District "member" may change from time to time; the current elected or appointed Authorized District representative shall represent the collective interests of all Authorized Districts; and

WHEREAS, this Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the

Authorized Districts to enable and allow one (1) representative of the Authorized Districts to participate in the governance of the IWMA as a member agency pursuant to Section 40977 of the Public Resource Code to represent the interests of all Authorized Districts; and

WHEREAS, the Cities and the Authorized Districts (together “Participating Agencies”) desire to establish and confer upon a separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and by the terms and conditions of this Second Amendment; and

WHEREAS, the Participating Agencies desire to avoid a series of amendments to the Agreement over time due to future state-mandated legislation and programs, and as such, the parties desire to authorize the IWMA Board to enact policies, resolutions, and ordinances as are necessary to ensure and oversee compliance with any and all future state-mandated programs related to solid waste, recycling, waste diversion, and any other purpose of the Authority as provided in this Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Definitions.

To the extent that any of the following definitions conflict with any definition set forth in the California Integrated Waste Management Act, (Pub. Resources Code, § 40000 et seq.), and the Regulations promulgated thereunder, said Act and/or Regulations shall take priority. The terms defined in this Section that begin in this Agreement with quotation marks have the following meanings:

1.1 “Act” means the California Integrated Waste Management Act of 1989 (Pub. Resources Code, § 40000 et seq.) and all regulations adopted under

that legislation, as that legislation and those regulations may be amended from time to time.

1.2 “Agreement” means this Second Amended and Restated Joint Exercise of Powers Agreement, as it may be amended from time to time.

1.3 “Authority” means the San Luis Obispo County Integrated Waste Management Authority, a joint exercise of powers agency created by the Members pursuant to this Agreement.

1.4 “Authorized Districts” means certain special districts with solid waste authority participating in the IWMA through this Second Amended and Restated Joint Powers Agreement, including but not limited to the Avila Beach Community Services District, California Valley Community Services District, Cambria Community Services District, Cayucos Sanitary District, Ground Squirrel Hollow Community Services District, Heritage Ranch Community Services District, Los Osos Community Services District, Nipomo Community Services District, Oceano Community Services District, San Miguel Community Services District, San Simeon Community Services District, and Templeton Community Services District, or other qualified agencies that may later determine to become a Participating Agency by execution of this Agreement.

1.5 “Authorized District Representative” means the representative, or alternate, elected or appointed by the Authorized Districts to represent the Authorized Districts’ interests as a member of the IWMA regional agency pursuant to Section 40977 of the Public Resources Code.

1.6 “Board” means the Board of Directors of the Authority.

1.7 “CalRecycle” means the California Department of Resources Recycling and Recovery.

1.8 “City” means any Participating Agency that is a city, and “Cities” means all of the Participating Agencies that are Cities.

1.9 “Composting Facility” means a facility at which composting is conducted and which produces a product meeting the definition of compost in Public Resources Code (PRC) section 40116. (“Compost” means the product resulting from the controlled biological decomposition of organic wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. “Compost” includes vegetable, yard and wood wastes which are not hazardous waste, and biosolids where combined with other organic materials in a mixture that consists largely of decayed organic matter, and is used for fertilizing and conditioning land.)

1.10 “Executive Director” means the person hired and appointed by the Board as the Authority's chief administrative officer to administer the affairs of the Authority and to implement the policies of the Board.

1.11 “Fiscal Year” means the period commencing on each July 1 and ending on the following June 30.

1.12 “HHW” means household hazardous waste as described in the household hazardous waste element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

1.13 “HHWE” means the Household Hazardous Waste Element as required by the Act (Pub. Resources Code, § 40000 et seq.) as that element may be amended from time to time.

1.14 “IWMA” means the Authority as defined herein.

1.15 “IWMA Region” means the jurisdictional territory and boundaries of all Participating Agencies.

1.16 “Joint Facilities” means a materials recovery facility, composting or HHW Facility, or other facility developed for the purpose of complying with requirements established by state legislation or the regulations of CalRecycle, or combination thereof, which is owned by some or all of the Participating Agencies directly, or by the Authority, or by a private entity, or a public agency, for the benefit of some or all of the Participating Agencies.

1.17 “Members” means the Cities who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977. “MRF” means a “materials recovery facility” which means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated, by hand or by use of machinery, for the purposes of recycling or composting. (Title 14, Ch. 9, Art. 3, Section 18720, “Definitions.”) “MRF” also means a transfer station which is designed to, and, as a condition of its permit, shall recover for reuse or recycling at least 15 percent of the total volume of material received by the facility. (Pub. Resources Code, § 50000(a)(4).)

1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities and the Authorized Districts who are signatories to this Agreement, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.

1.19 “NDFE” means a Nondisposal Facility Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

1.20 “Revenue Bonds” means revenue bonds, notes, certificates of participation and any other instruments and evidences of indebtedness issued by

the Authority from time to time pursuant to the law or any other applicable law in order to finance the MRF, any Joint Facilities or any Sole Use Facilities.

1.21 “Sole Use Facilities” means an integrated resource recovery facility, performing one or more of the functions of a MRF, composting or HHW Facility which is located within the boundary of the Authority and is owned by one Participating Agency or a private entity, but in all events is operated for the benefit of the residents and/or constituents of the IWMA Region.

1.22 “Solid Waste Landfill” shall have the meaning set forth in Section 40195.1 of the Public Resources Code, as that section may be amended from time to time.

1.23 “SRRE” means a Source Reduction And Recycling Element as required by the Act (Pub. Resources Code, § 40000 et seq.), as that element may be amended from time to time.

SECTION 2. Purpose.

Government Code section 6500 et seq. provides that two or more public agencies by agreement may jointly exercise any power common to the contracting parties. Public Resources Code section 40977 authorizes a district to be included as a member of a regional agency. Public Resources Code section 40976 authorizes a city or county to enter into a memorandum of understanding with another city, county, or district for the purpose of preparing and implementing source reduction and recycling elements or a countywide integrated waste management plan. It is the intent of the Participating Agencies to utilize these statutory authorizations in this Agreement.

The Participating Agencies enter this Agreement with the intent to operate the Authority in compliance with the requirements of the Act and other state legislation, with a minimum level of staff, addressing those operations and programs that can be most cost-effectively handled at the regional level by maximizing local resources, private sector participation, and contract services provision. The duties and responsibilities of each Participating Agency are described in the applicable adopted plans. The Authority is formed with the purpose and intent of facilitating the development of programs and projects related to waste diversion for the benefits of the residents and/or constituents of the IWMA Region that provide economies of scale without interfering with individual agencies' exercise of power within their own jurisdiction.

SECTION 3. Creation of Authority.

3.1 The Cities hereby re-create and re-establish an authority and public entity to continue to be known as the “San Luis Obispo County Integrated Waste Management Authority,” (hereinafter referred to as the “Authority” or “IWMA”) it being understood that the Board shall be entitled to change the Authority's name from time to time. The Authority shall be a public entity separate from each of the Cities and the Authorized Districts.

3.2 The Authority shall constitute and remain as a regional agency pursuant to Public Resources Code section 40970 et seq. The regional agency shall include one (1) Authorized District Representative as a member pursuant to Public Resources Code section 40977. Said regional agency, and not the Participating Agencies of the regional agency, shall be responsible for compliance with the waste diversion requirements set forth in Public Resources Code, Article 1 of

Chapter 6 (commencing with Section 41780). In the event that the regional agency fails to comply with said waste diversion requirements, it is expressly understood and agreed that Section 14 of this Agreement shall provide for indemnification for the benefit of the regional agency and its Participating Agencies as specifically set forth therein.

3.3 The assets, rights, debts, liabilities, and obligations of the Authority shall not constitute assets, rights, debts, liabilities, or obligations of any of the Participating Agencies. However, nothing in this Agreement shall prevent any Participating Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Participating Agency approve such contract or assumption in writing.

3.4 This Second Amended and Restated Joint Powers Agreement shall take effect upon its adoption by each of the Cities. The Authorized Districts, and each of them, may elect to participate in the IWMA by execution of this agreement wherein they shall be bound by its terms and conditions. All prior agreements, including the MOA, shall be extinguished upon the execution of this Agreement by the Cities.

SECTION 4. Inclusion of the Authorized Districts.

4.1 This Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to allow one (1) representatives of the Authorized Districts to participate in the governance of the IWMA pursuant to Section 40977 of the Public Resources Code. Participation of the Authorized Districts is limited to special

districts within San Luis Obispo County that possess solid waste authority. The Authorized District Representative shall have all the governing rights and powers granted to an IWMA City Member. This Second Amended and Restated Joint Powers Agreement shall supersede, replace, and supplant the Memorandum of Agreement executed by and between the Cities, the County, and the Authorized Districts in or around 2001.

4.2 Authorized Districts, collectively, shall appoint or elect one representative and one alternate to represent the Authorized Districts on the IWMA Board of Directors. Authorized District Representative shall be limited to elected or appointed officials of an Authorized District. Said representatives shall represent the collective interests of all Authorized Districts. The selected Authorized District Representative shall serve a defined term, if so determined by the Authorized Districts, or so long as they hold an elected or appointed office with their Participating Agency, or until they resign or are removed prior to the end of their term. The Authorized District Representative alternate shall be entitled to vote on IWMA matters only in the absence of the Authorized District Representative.

4.3 The Authorized Districts, as Participating Agencies, shall have no individual powers and/or authority other than through the Authorized District Representative.

SECTION 5. Term.

The Authority is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 15 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would

conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions, and letter of credit agreements.

SECTION 6. Powers.

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and other legislation and, to the extent permitted by the Act and this Agreement, implement plans approved by the IWMA and the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the IWMA Region. Notwithstanding any other provisions of this Agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid waste landfills, recycling, or composting facilities owned or operated by Participating Agencies without the express written consent of such Participating Agency.

6.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts;
- (b) to apply for and accept grants, advances and contributions;

- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 6.1 herein, as well as any and all services and programs provided and/or implemented by the Authority;
- (i) to hire agents and employees;
- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

- (l) to sell or lease the facilities identified in Paragraph 6.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 6.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority;
- (o) to prepare and implement plans and programs as deemed necessary and/or beneficial to the Authority in carrying out the purposes of this Agreement;
- (p) to provide public education, outreach, and marketing activities in support of diversion and edible food recovery programs;
- (q) to enter into memorandums of understanding with other regional agencies, cities, counties, and special districts;
- (r) to adopt, as authorized by California law, ordinances as are necessary to ensure and oversee compliance with any and all current and future state-mandated legislation and

programs related to solid waste, recycling, and waste diversion;

- (s) to act as the delegate, on behalf of the Participating Agencies, for the responsibilities of compliance, monitoring, reporting, and education of all state-mandated legislation, including, but not limited to the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

6.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law, and such restrictions upon the manner of exercising such powers as are imposed by law in the exercise of similar powers. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code. Should the Participating Agencies desire to designate an alternative agency for the purposes of Section 6509, such new designation may be changed by resolution of the Participating Agencies without need for an amendment to this Agreement.

6.4 This Agreement shall not limit the ability of the Participating Agencies to plan, administer, implement, and otherwise conduct waste management and other related local programs as deemed appropriate by the agency and consistent with the purpose and intent of this Agreement.

SECTION 7. Expressed Limitation of Powers.

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and

regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible. Said policy shall not preclude other requirements such as Board consideration of the equitable distribution of services throughout the IWMA Region and program enhancements that are funded by grant revenues and/or reimbursements from Participating Agencies. Additionally, the IWMA shall establish a purchasing policy with a similar provision when preparing scopes of work for consultants and independent contractors who are engaged in implementing the Authority's projects and programs. Notwithstanding the foregoing, all existing IWMA ordinances, rules, and regulations, whether or not mandated by the state, shall remain in full force and effect and not subject to this limitation of power unless otherwise determined by the Board.

SECTION 8. Boundaries.

The boundaries of the Authority shall be the boundaries of the Cities and the Authorized Districts identified herein as the IWMA Region. In the event a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. In the event a qualified city or district joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority's use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.

SECTION 9. Organization.

9.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

9.2 Participating Agencies.

(a) Cities. City membership in the Authority shall be voluntary, but only the cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority as a regional agency. City representatives to the Authority shall consist of one (1) member from the governing body of each incorporated City within the boundaries of the County of San Luis Obispo which is a party to this Agreement. The Cities may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected or appointed official and shall be able to vote only in the absence of the official representative.

(b) Authorized Districts. The Authorized Districts shall be collectively represented on the Board by one (1) representative and one (1) alternate elected or appointed by and among themselves. The Authorized District Representative shall have all rights, power, and authority granted to a City representative. The Authorized District alternate shall be elected or

appointed officials and entitled to vote only in the absence of the official Authorized District Representative.

- (c) Representatives of the shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of their respective agencies, except that the Authorized District Representative and alternate shall be elected or appointed pursuant to Section 4. Representatives shall serve so long as they hold office with their member agency, until they shall resign or are removed by a majority vote of their member agency, or pursuant to a set term established by their member agency. Vacancies among representatives or alternates shall be filled in the same manner as the first appointment.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Executive Director of the Authority by the appointing agency.
- (e) In addition to the incorporated Cities and Authorized Districts presently a party to this Agreement, any other city or qualified special district which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior

approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.

- (f) Membership and/or participation of any Participating Agency shall be contingent upon the execution of this Second Amended and Restated Joint Powers Agreement, as same may be further amended from time to time, with no requirement to execute the Original JPA or any prior amendments thereto.

9.3 Principal Office. The principal office of the Authority shall be located at 870 Osos Street, San Luis Obispo, CA 93401. The Board may change that principal office upon giving at least 15 days' notice to each Participating Agency and to CalRecycle.

9.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice President elected for a term of one year by a majority vote of the Board.
- (b) Both the President and Vice President of the Board shall be elected at the last meeting preceding July of each year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
 - 1) President

- a) Shall preside over all meetings of the Board.
 - b) Shall appoint all ad hoc committees subject to ratification by the Board.
 - c) Shall be an ex-officio member of all committees.
 - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.
- 2) Vice President
- a) Shall serve as President pro-tem in the absence of the President.
 - b) Shall give whatever aid necessary to the President.
 - c) Shall be an ex-officio member of all committees.
 - d) In the event of a vacancy occurring in the office of either the President or Vice President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be

filled by majority vote of the Board, the officer elected to serve for the balance of the unexpired term.

9.5 Executive Director. The Board shall employ or contract for the services of a general manager (the “Executive Director”) who shall be the chief administrative officer of the Authority. The Authority shall select a qualified Executive Director using professional personnel standards and an open competitive process. The Executive Director shall plan, organize and direct the administration and operations of the Authority, either directly or by means of delegation to IWMA staff, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall implement Board policy, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

9.6 Committees.

- (a) Committees, subcommittees, and advisory committees may be established as the Board may deem appropriate.
- (b) Membership on “ad-hoc” policy committees shall be at the discretion of the President, subject to ratification by the Board, and consisting of less than a quorum of the Board. Nothing herein shall be construed to limit membership on these aforesaid

committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and other committees as established by the Board. The composition and bylaws of the standing committees shall be established by the Board by resolution. All Standing Committee meetings shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

SECTION 10. Meetings of the Board.

10.1 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.2 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be fixed by resolution of the Board.

10.3 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the California Government Code.

10.4 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.5 Minutes. The Executive Director shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, after each meeting and approval of the Board, cause a copy of the minutes to be forwarded to each Participating Agency.

10.6 Quorum and Voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of the Board. Each director shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The Board shall adopt such procedures as are consistent with this Agreement and applicable law and are necessary or helpful in conducting the business of the Authority in an orderly manner.

10.7 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the “MOA”). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the “Tipping Fee Surcharges”) which shall be paid into a Solid Waste Authority—Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget and shall be paid out of the solid waste

fund derived from tipping fee surcharges and other sources as approved by the Board.

The line item and program budget shall be submitted in draft form to all Participating Agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 6.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 6.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the

Board. Approval of the budget(s) for the facilities identified in Paragraph 6.1 herein shall constitute authority for the Executive Director (or any trustee or other fiduciary appointed by the Authority) to receive state or federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 6.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Participating Agency or Agencies. When such budgets are adopted by affected parties, appropriate accounts shall be established by the Authority and designated as such participant or participant's fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Participating Agency or Agencies. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Participating Agency or Agencies, in which case such budgets shall not be a part of the budget of the Authority.

10.8 Rules of Procedure. The Board shall from time to time, establish written rules and procedures for the conduct of their meetings.

SECTION 11. Joint Operating Fund and Contributions.

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating, and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by the Board. All monies in the joint operating fund shall be paid out by the Auditor-Controller / Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Executive Director of demands for payment, or as otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. No Participating Agency shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 6.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 11, without that Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by applicable statute or legislation and report the results of such audit to the Board.

11.1 Auditor-Controller / Treasurer. The Auditor-Controller / Treasurer of San Luis Obispo County shall be the Auditor-Controller / Treasurer of the Authority. The Auditor-Controller / Treasurer shall preform all responsibilities and obligations as provided in Government Code section 6505.5. To the extent a conflict exists between this Section 11 and the Government Code, the Government Code shall control.

11.2 Notwithstanding Sections 11.1 above, designation of the Auditor-Controller / Treasurer may be changed from time to time by resolution of the Board without necessitating amendment to this Agreement.

SECTION 12. Records and Accounts.

This Section and Section 11 are intended to ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account, showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or Joint Facilities or Sole Use Facilities, and all financial transactions of the Participating Agencies relating to any service or Joint Facilities or Sole Use Facilities. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses, or charges to be paid by all or any of the Participating Agencies. The books of account shall be open to inspection at all times by a representative or agent of any of the Participating Agencies. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.

SECTION 13. Rates and Fees.

The Authority shall be funded by a combination of rates, fees, and other funding mechanisms as allowed by applicable authority. Use of revenue from rates and fees shall not be restricted based upon the funding mechanism. The Authority shall establish and regulate rates and/or tipping fees at facilities within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisition, construction, repair, and maintenance of new and existing facilities; (2) the implementation of state legislation and regulations; (3) the operation of programs, education, outreach, monitoring and enforcement efforts; and (4) the preparation, adoption, and implementation a regional management plan.

The Authority may impose fees in amounts sufficient for (1) the implementation of state legislation and supporting programs; (2) education outreach, monitoring, reporting and compliance efforts; (3) the preparation, adoption, and implementation of a regional management plan; and (4) any other purposes as provided for by this Agreement. Revenue generation may include fees imposed on “Haulers” (defined as companies with an agreement with a governmental entity for the collection of solid waste, recyclables, or green waste in San Luis Obispo County), assessments, or any other funding mechanism as allowed by applicable authority. Rates and fees shall be set or modified by resolution only.

Prior to the Authority increasing rates or fees, or imposing new rates or fees, the Authority shall provide the Participating Agencies with all necessary facts, data, information and analyses related to justification and/or explanation of the proposed rates and fees that meet all applicable legal requirements to support their adoption. The Authority shall coordinate with the Participating Agency

managers in this regard to ensure the facts, data, information and analyses provided by the Authority is adequate to enable the Participating Agencies to implement the Authority's proposed rates and fees through the Proposition 218 process, if deemed applicable to a Participating Agency by that Agency; however, determinations regarding the application of Proposition 218 to any proposed increased rate or fee shall be made solely by each Participating Agency with no Authority representations of any kind.

The Authority shall establish a rate and/or fee setting policy which shall govern the obligations of the Authority to its Participating Agencies in the implementation of any new or increased rates or fees.

SECTION 14. Failure to Meet Waste Stream Requirements.

The Authority shall be entitled to cause the waste streams of each Participating Agency to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Participating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that Participating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That Participating Agency shall also indemnify and hold the Authority and the other Participating Agencies harmless from and against any and all liabilities, damages, fines, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of legal counsel. If two or more Participating Agencies are responsible

for a failure to meet any such requirements or are claimed to have violated any such requirements, the Participating Agencies responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Participating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Participating Agency or Agencies shall take such prompt, corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Participating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

SECTION 15. Withdrawal and Dissolution.

15.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official appointed representatives of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their Participating Agency in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of the Participating Agencies.

15.2 Any party to this Agreement may withdraw from the Authority, upon providing six (6) months' prior written notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the Participating Agency shall have no effect on the continuance of this Agreement among the remaining Participating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining Participating Agencies. No

withdrawal shall become effective until six (6) months after receipt of the written notice by the Authority.

15.3 A Participating Agency which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to the Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any Participating Agency fails to pay a required contribution, as determined by the Board, that Participating Agency shall be provided with a sixty (60) day written notice and an opportunity to cure. If the Board determines that the Participating Agency has failed to cure or negotiate a cure within sixty (60) days following delivery of the written notice shall be deemed a voluntary withdrawal from the Authority.

15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by a majority of the Members which are parties hereto. Said termination agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of the Authority in proportion to the contributions made by the Participating Agencies. In the event the Authority is dissolved, the individual Participating Agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan in addition to compliance with all waste management related legislation.

SECTION 16. Amendments Including Termination.

This Agreement may only be amended or terminated by a written instrument executed by a majority of the Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions, and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Participating Agency to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that agency evidenced in a written instrument signed by a duly authorized representative of that Participating Agency.

SECTION 17. Filing with the Secretary of State.

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code sections 6503.5 and 53051

SECTION 18. Notices.

All notices which any Participating Agency of the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery, by electronic mail, or by US mail addressed to the Participating Agency, or Participating Agencies, or the Authority at its principal office, or to such other address as the Authority or Participating Agency or Participating Agencies may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case

of notices of special meetings of the Board), two days after mailing if deposited in the United States mail, or in 24 hours if provided by electronic mail.

SECTION 19. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Participating Agencies. However, no Participating Agency shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the voting Directors who do not represent the assigning Participating Agency. No assignment shall be effective unless and until the Authority, the Participating Agencies, and the proposed assignee comply with all then applicable requirements of law relating to changes in the composition of entities such as the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

SECTION 20. Severability.

Should any part, term, sentence, or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

SECTION 21. Section Headings.

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

SECTION 22. Effective Date.

This Agreement shall take effect upon its execution by all Members, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in counterparts which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

PARTICIPATING AGENCIES

CITIES	AUTHORIZED DISTRICTS
Arroyo Grande Atascadero El Paso de Robles Grover Beach Morro Bay Pismo Beach San Luis Obispo	Avila Beach CSD California Valley CSD Cambria CSD Cayucos Sanitary District Ground Squirrel Hollow CSD Heritage Ranch CSD Los Osos CSD Nipomo CSD Oceano CSD San Miguel CSD San Simeon CSD Templeton CSD

OCEANO COMMUNITY SERVICES DISTRICT

By: _____
President

Date: _____

Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Date: _____



Oceano Community Services District

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

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

www.oceanocsd.org

Date: July 13, 2022

To: Board of Directors

From: Will Clemens, General Manager

Subject: **Agenda Item # 8(B): Consideration of Options Related to Hydrant Flushing for the Water System**

Recommendation

It is recommended that your Board consider options related to hydrant flushing and provide staff direction as appropriate.

Discussion

At your meeting of June 22, 2022, your Board directed that this item be brought back for discussion. Hydrant flushing is a routine procedure in operating a water system. It is necessary to prevent water from stagnating on dead end lines which at best causes discoloration, taste, and odor issues and at worst can lead to possible illness depending on how long the water is stagnant.

The District has 25 dead end water lines. The last time the District flushed all 25 lines, it used a total of 175,000 gallons of water. This equates to .54 Acre Feet (AF). For perspective, the District produced 716 AF last year, so flushing equates to 0.08% water loss.

Other Agency Involvement

All public agencies providing water service flush hydrants to some extent.

Other Financial Considerations

N/A

Results

Hydrant flushing promotes a safe and healthy community.



Oceano Community Services District

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

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

Date: July 13, 2022

To: Board of Directors

From: Celia Ruiz, Account Administrator III

Via: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #9A:** Consideration of a recommendation to approve a resolution to collect delinquent customer accounts on the 2022-23 property tax bills

Recommendation

It is recommended that your Board approve the attached Resolution to collect delinquent customer accounts on the 2022-23 property tax bills.

Discussion

On June 8, 2022, your Board set July 13, 2022, as the annual public hearing in accordance with State law to consider collecting delinquent bills from customers who have not paid for District services. State law enables the District to collect delinquent charges on property tax bills. The attached report identifies customers who have outstanding solid-waste bills since there were no delinquent water or wastewater bills given that the District received \$34,625 from the CA State Water Board's Water and Wastewater Arrearages Program. In addition, staff has attached the 2022/23 tax roll timeline provided by the County Auditor-Controller-Treasurer-Tax Collector (CACTTC) and a sample of the letter sent to customers with delinquent solid-waste bills. This is the eleventh year the District will participate in placing delinquent accounts and other charges on property tax bills.

Property owners were noticed that the last date to pay their delinquent solid-waste bill was June 30, 2022. Any payments made on or before the due date were deleted from the list provided at the June meeting.

Other Agency Involvement

South County Sanitary, Inc. (SCS) provides solid-waste and recycling services within Oceano based on a franchise agreement with the District. SCS has identified the customers who have not paid bills, and pursuant to the franchise agreement, the District is obligated to coordinate collection on property tax bills.

The CACTTC will be collecting the delinquent bills with property taxes.



Oceano Community Services District

Board of Directors Meeting

Other Financial Considerations

The County also adds a small charge for collection to the property tax bill. As a result, the District is not charged County costs.

Results

Coordination with the County on delinquent accounts is cost effective and promotes a well-governed community.

Attachments:

- Resolution
- List of delinquent bills
- Tax roll 2022-23 tax roll timeline
- Letter to Customers

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT DIRECTING STAFF TO PLACE A LIEN ON PROPERTIES PURSUANT TO GOVERNMENT CODE 61110 ET SEQ.

WHEREAS, Government Code section 61115 provides the Board of Directors may recover any charges and penalties for services and facilities that the District provides by recording in the office of the County Recorder a report of the charges and penalties due, and the name and last known address of the person liable for those charges and penalties; and that from the time of recordation of the report, the amount of the charges and penalties constitutes a lien against all real property of the delinquent property owner in the county; and

WHEREAS, the Oceano Community Services District (“District”) has determined that it is appropriate to collect the charges, delinquencies, and any related penalties for the affected properties on the tax roll in the same manner as property taxes in accordance with California Government Code Section 61115(b); and

WHEREAS, the General Manager of the District has prepared and filed a written report (“Report”) with the Board of Directors of the District that describes these certain parcels of real property subject to the charges, delinquencies, and any related penalties to be imposed thereon; and

WHEREAS, the General Manager of the District has (1) caused notice of the filing of the Report proposing to have such charges, delinquencies, and any related penalties to be collected on the tax roll in the same manner as property taxes; and (2) caused notice of the time and date of hearing to consider such Report by (a) mailing notice to each affected property owner and (b) publishing notice in a newspaper of general circulation, all in accordance with California Government Code Section 61115(b); and

WHEREAS, at the time stated in the notice, the Board of Directors conducted the public hearing and considered all objections and protests to the Report and revised the charges, delinquencies, and any related penalties deemed appropriate by the Board of Directors following the hearing; and

WHEREAS, the District has determined to adopt the Report, as revised or unrevised, and collect the charges, delinquencies, and any related penalties on the tax roll, which charges, delinquencies, and any related penalties shall constitute a lien against the parcel or parcels of land described in the Report in accordance with California Government Code Sections 61115 *et seq.*

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

1. The District Board of Directors finds and determines that the charges, delinquencies, and any related penalties shall be imposed on and shall constitute a lien against each parcel or parcels of land as set forth and described in the Report.
2. The General Manager is authorized to modify the Report to reflect any payments received after the date of the public hearing and prior to filing this Resolution and Report pursuant to Section 3 below.
3. On or before August 15, 2022, the General Manager must file the Report with the San Luis Obispo County Auditor/Controller/Treasurer/Tax Collector who must enter the amount of the charges, delinquencies, and related penalties against each affected parcel of real property as they appear on the current assessment roll. The Auditor/Controller/Treasurer/Tax Collector must include the amount of the charges on the tax bills for each affect parcel of real property and collect the charges in the same manner as property taxes pursuant to Government Code 61115(b).

Upon the motion of _____, seconded by _____
and upon the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing Resolution is hereby passed and adopted this _____ day of July, 2022.

Karen M. White, President

ATTEST:

SOLID-WASTE CUTOMERS

Cust No.	Customer Name	Parcel No.	Total
3103690	LOPEZ, JOSEPH C	062-102-020	441.64
3013715	KARBER, CAROL	061-021-010	282.94
3018258	ALVES, EVA	062-282-050	266.54
10128932	DUNN, JAMES	062-116-030	230.20
			1,221.32

2022/23 TAX ROLL PROCEDURES

05/02/22	PREPARE and MAIL LETTERS
05/05/22	MAIL NOTICE OF PUBLIC HEARING TO PROPERTY OWNERS & PROVIDE TO TRIBUNE WITH DIRECTION FOR PUBLICATION
4th week of June	FIRST NEWSPAPER NOTICE FOR PUBLIC HEARING ON 7/13 REGULAR MEETING PER GOVERNMENT CODE SECTION 61115(b) AND 6066
06/30/22	GARBAGE PAYMENT DUE
07/05/22	COMPLETE DRAFT AGENDA MATERIAL FOR 7/13 REGULAR MEETING
1st week of July	SECOND NEWSPAPER NOTICE FOR PUBLIC HEARING ON 7/13 REGULAR MEETING PER GOVERNMENT CODE SECTION 61115(b) AND 6066
07/07/22	COMPLETE FINAL AGENDA MATERIAL FOR 7/13 REGULAR MEETING (RESOLUTION)
07/13/22	BOARD OF DIRECTORS MEETING: NOTICE OF PUBLIC HEARING
07/20/22	RESOLUTION CONFIRMING THE CHARGES AGAINST PROPERTY OWNERS WITH REPORT AND SUBMIT TO COUNTY AUDITOR
08/01/22	FINAL FUND PROOF SUBMISSION TO SLO COUNTY FOR ROLL YEAR 2022/23
08/15/22	FINAL DEADLINE FOR ALL DIRECT CHARGE FUNDS TO BE SIGNED APPROVED AND RETURNED TO THE AUDITOR-CONTROLLER'S OFFICE

Parcel #:
000-000-000

Owner Name
Address
City, State Zip Code

Regarding Service Address:
0000 Street
OCEANO, CA 93445

Dear Customer:

County records show that you are, and at all times referenced herein have been, the recorded owner of the property listed above. Your account for this service address is past due for garbage service provided by SOUTH COUNTY SANITARY.

Please be advised that if the charges specified in this letter are not paid in full and received (post marks do not count) by the South County Sanitary by 5:00 p.m. on June 30, 2022, then the amount of the charges, penalties, and delinquencies may be filed with the County Auditor to be placed on the parcel's property tax bill for collection.

Your current amount due is \$ 0.00.

Therefore, please accept this letter as a demand for immediate payment.

The OCSD Board of Directors will hold a public hearing at their regular meeting of July 13, 2022, starting at 6:00 p.m. at the office located at 1655 Front Street, Oceano, CA, The hearing will provide you with the opportunity to testify and present to the Board of Directors any objections or protests to the charges and/or their collection on the parcel's property tax bill.

If you have any questions, or need additional information, please feel free to call me at (805) 481-6730. Please see the reverse side of this letter for a copy of the notice published in the newspaper pursuant to Government Code Sections 61115(b) and 6066.

Sincerely,

Oceano Community Services District
Celia Ruiz, Account Administrator III