



Notice of Regular Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, OCTOBER 11, 2023 – 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
- v. OCSD District Counsel – Daniel Cheung - Presentation from Legal Counsel Regarding Brown Act Requirements and Confidential Closed Session Communications

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. President Villa
- ii. Vice President Gibson
- iii. Director Austin
- iv. Director Joyce-Suneson
- v. Director Varni

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 of the Minutes for the Special Meeting held on September 21, 2023
- B. Review of the Minutes for the Regular Meeting held on September 27, 2023
- C. Review of Cash Disbursements
- D. Adoption of Plans and Specifications and Authorization of Advertisement for Construction Bids for the Water Storage Tank Rehabilitation Project (Contract No. 2023-03)
- E. Recommendation to adopt a resolution entering the Joint Powers Agreement of the Fire Risk Management Services to provide health benefits to District Employees
- F. Approval of a budget expenditure request of \$1,175 by the Oceano Parks and Recreation Committee for a Dia de los Muertos event at the Oceano Community Center and acceptance of a \$99 donation from Walmart

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. Continuation of Item 8A from the Regular Meeting of September 27, 2023 - Discussion and consideration of revisions to the bylaws regarding the Oceano Community Services District Board of Director's decision-making processes
- B. Continuation of Item 8A from the Regular Meeting of September 13, 2023 - Discussion and consideration of OPARC duties, governing policies and procedures, and committee membership, and proposed resolution and bylaws concerning the same

9. HEARING ITEMS: None

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.

10. RECEIVED WRITTEN COMMUNICATIONS:

- A. Correspondence from Vice President Gibson
- B. Correspondence from Julie Tacker
- C. Correspondence from Deputy District Attorney, Kenneth Jorgensen

11. LATE RECEIVED WRITTEN COMMUNICATIONS:

12. FUTURE AGENDA ITEMS:

13. FUTURE HEARING ITEMS:

14. CLOSED SESSION:

- A. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Will Clemens. Parties with whom Negotiating: County of San Luis Obispo, John Nilon. Instructions to County Negotiator: Price, Terms, and Conditions.
- B. **Pursuant to Government Code §54956.9 (d)(4):** Conference with District Counsel regarding initiation of litigation. Number of cases: one (1).

15. ADJOURNMENT:

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The 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
Special Meeting Thursday, September 21, 2023 – 3:00 P.M.
Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 3:00pm
2. **ROLL CALL:** Board members present: Director Varni, Director Joyce-Suneson, Vice President Gibson and President Villa. Absent: Director Austin
 Staff present: Carey Casciola, Business & Accounting Manager; Chase Martin and Daniel Cheung, Legal Counsel.
3. **FLAG SALUTE:** Led by President Villa.
4. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:**

Wanda Monson	In support of the grant application.
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5A. BUSINESS ITEMS:	ACTION:
Review, discuss and authorize the 2024 Route to Parks Grant Program application prepared by the Oceano Parks and Recreation Committee	After an opportunity for public comment, a presentation by Wanda Monson and Board discussion, Director Varni made a motion to approve submission of the Route to Parks Grant Program Application prepared by the Oceano Parks and Recreation Committee with a second from Director Joyce- Suneson and a 4-0 roll call vote. Absent: Director Austin

5B. BUSINESS ITEMS:	ACTION:
Discussion and consideration of revisions to section 2.4(c) of Oceano Community Services Board of Directors Bylaws	After an opportunity for public comment, and Board discussion, Director Varni made a motion to add a sentence to section 2.4(c) of the bylaws to give the Board President unilateral authority to place items on the agenda at any time in conformance with the Brown Act with a second from Director Joyce-Suneson and a 3-1 roll call vote. Dissented: Director Gibson Absent: Director Austin

6. **CLOSED SESSION:**
 Director Varni made a motion to adjourn to closed session approximately at 3:45pm with a second from President Villa with a 4-0 roll call vote. Absent: Director Austin
 - A. Pursuant to Government Code §54957 - Performance evaluation – District Legal Counsel
 - B. Pursuant to Government Code §54957 - Performance evaluation–General Manager
 - C. Conference with Legal Counsel – Anticipated Litigation – Consideration of potential litigation pursuant to paragraph (4) of subdivision (d) of Government Code §54956.9: One (1) Potential Case

The board returned from closed session approximately at 5:40pm.

- 6A. The Board President was authorized to take appropriate follow up action with respect to legal services.
- 6B. No reportable action
- 6C. No reportable action

7. **ADJOURNMENT:** Director Varni made a motion to adjourn approximately at 5:45pm with a second from President Villa and a roll call vote of 4-0 Absent: Director Austin.



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, September 27, 2023 – 6:00 P.M.

Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called at approximately 6:00 p.m. by President Villa
2. **ROLL CALL:** Board members present: President Villa, Vice President Gibson, Director Austin, Director Joyce-Sunesson and Director Varni.
Staff present: Will Clemens, General Manager, Carey Casciola, Business & Accounting Manager and Daniel Cheung, Legal Counsel.
3. **FLAG SALUTE:** Led by President Villa
4. **AGENDA REVIEW:** Agenda accepted as presented with a motion by Director Austin with a second from Vice President Gibson and a 5-0 roll call.
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:**

Julie Tacker	Provided comments regarding a Coastal Commission hearing for the Airport Project.
April Dury	Provided comment regarding reportable action from closed session.

6. SPECIAL PRESENTATIONS & REPORTS

A. STAFF REPORTS:

- i. **Sheriff's South Station** – Commander Keith Scott - Absent
- ii. **Five Cities Fire Authority** – Steve Lieberman, Fire Chief - Absent
- iii. **Operations** - Utility Systems Manager - Tony Marraccino
Continuing with weekly and monthly samples.
6 work orders; 11 USAs; 6 customer service calls and 0 after-hours call outs.
Completed meter reading, comment codes, leak notifications, re-reads and vegetation clearing around meter boxes.
Continuing with sewer jetting.
The backflow assembly device that failed at the Sheriff's station has been replaced and re-tested and passed.
Continuing with trash pickup.
A roll-off was delivered to the Senior Center for a community cleanup.
The required lead and copper testing results have all been completed and delivered to the residents who participated.
- iv. **OCSD General Manager** – Will Clemens
Reminder for the public – C.A.R.E4PAWS will be back onsite tomorrow for a pet wellness clinic.
Assisted Hearing Devices are being installed this Friday.

C. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. **President Villa** – Oceano Beach Community Association clean up at Senior Center.
- ii. **Vice President Gibson** – reported on the Zone 3 Advisory Committee meeting.
- iii. **Director Austin** – None
- iv. **Director Joyce-Sunesson** – None
- v. **Director Varni** – None

D. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

April Dury	In support of improvements to the boardroom sound system.
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7. CONSENT AGENDA:	ACTION:
a) Review the of Minutes for the Special Meeting held on September 21, 2023 b) Review the of Minutes for the Regular Meeting held on September 27, 2023 c) Review of cash disbursements	Agenda Item 7D was pulled for separate discussion. After an opportunity for public comment, Board and staff discussion, Vice President Gibson made a motion to approve consent agenda items 7A – 7C with a second from Director Austin a 5-0 roll call vote. Public Comment: Julie Tacker – Provided comment regarding staff and board training. April Dury – Provided comments regarding expenditure procedures.

7D. CONSENT AGENDA:	ACTION:
Adoption of Plans and Specifications and Authorization of Advertisement for Construction Bids for Electric Vehicle Charger Installation Project (Contract No. 2023-02)	After an opportunity for public comment, Board and staff discussion, Director Varni made a motion to approve staff recommendations with a second from Vice President Gibson a 5-0 roll call vote. Public Comment: Julie Tacker – In support of further review of this agenda item. April Dury – In support of further review of this agenda item.

8A. BUSINESS ITEMS:	ACTION:
Discussion and consideration of revisions to the bylaws regarding the Oceano Community Services District Board of Directors decision making processes	After an opportunity for public comment, Board and staff discussion, Director Varni made a motion directing staff to review the Board recommendations and return with proposed revisions with a second from Director Joyce-Suneson and a 5-0 roll call vote. Public Comment: Julie Tacker – Provided comment regarding Director stipends and policies and procedures. April Dury – Provided comment on annual audits.

8B. BUSINESS ITEMS:	ACTION:
Continuation of Item 8A from the Regular Meeting of September 13, 2023 - Discussion and consideration of OPARC duties, governing policies and procedures, and committee membership, and proposed resolution and bylaws concerning the same	After an opportunity for public comment, Board and staff discussion, the item was continued and will be brought to the next Board Meeting. Public Comment: None

9. **HEARING ITEMS:** None

10. **RECEIVED WRITTEN COMMUNICATIONS:** None

11. **LATE RECEIVED WRITTEN COMMUNICATIONS:** Correspondence from Julie Tacker

Public Comment:

Julie Tacker

Read portions of the FPPC letter.

12. FUTURE AGENDA ITEMS:

Director Joyce-Suneson made a motion to place expenditure controls on a future agenda with a second from Director Varni.

Director Varni requested that items 8A and 8B be continued to the next board meeting.

Director Varni made a motion to place an OPARC budget expenditure to sponsor a Dia de Los Muertos event at the Oceano Community Center on November 5th on a future agenda with a second from President Villa.

Director Varni made a motion to place a press release on a future agenda with a second from Director Joyce-Suneson.

Director Varni made a motion to place the hiring of an audit firm to review our policies and procedures on a future agenda with a second from Director Joyce-Suneson.

13. FUTURE HEARING ITEMS: None

14. CLOSED SESSION ITEMS: None

15. ADJOURNMENT: Director Varni made a motion to adjourn the meeting at 8:35pm with a second from Director Joyce-Suneson and a 5-0 roll call vote.



Oceano Community Services District

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

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

Date: October 11, 2023

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #7(C): 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
	60461 - 60500	
Disbursements:		
Regular Payable Register - paid 10/05/2023	60473 - 60494	\$ 330,814.56
Utility Billing Account - Final Bill, Refund Due (4) - paid 10/05/2023	60495 - 60498	\$ 38.76
Utility Billing Account - Final Bill, Refund Due (2) - paid 10/05/2023	60499 - 60500	\$ 345.55
Subtotal:		\$ 331,198.87
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 09/23/2023	N/A	\$ 34,235.59
Board Member Stipends - August 2023	N/A	\$ 215.30
Reoccurring Health Disbursements - paid 09/27/2023	60461 - 60464	\$ 11,087.71
Reoccurring Utility Disbursements - paid 10/05/2023	60465 - 60472	\$ 7,475.44
Subtotal:		\$ 53,014.04
Grand Total:		\$ 384,212.91

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: 060473 THRU 060494

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	10/05/2023	CHECK	060473	ADAMSKI MOROSKI MADDEN CUMBERL	18,966.43CR	OUTSTND	A	0/00/0000 01 5-4100-223 LEGAL SERVICES
1-1001-000	10/05/2023	CHECK	060474	ARAMARK	307.56CR	OUTSTND	A	0/00/0000 01 5-4100-100 CLOTHING
1-1001-000	10/05/2023	CHECK	060475	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	0/00/0000 01 5-4100-221 INFORMATION TECHNOLOGY
1-1001-000	10/05/2023	CHECK	060476	CARQUEST AUTO PARTS	121.22CR	OUTSTND	A	0/00/0000 12 5-4350-171 MAINTENANCE: VEHICLES
1-1001-000	10/05/2023	CHECK	060477	CITY OF ARROYO GRANDE	5,171.66CR	OUTSTND	A	0/00/0000 02 5-4400-297 PASS-THRU: CREST/CHRISTI
1-1001-000	10/05/2023	CHECK	060478	CLINICAL LAB OF SAN BERNARDINO	915.00CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	10/05/2023	CHECK	060479	CRWA	1,299.00CR	OUTSTND	A	0/00/0000 02 5-4400-180 MEMBERSHIPS
1-1001-000	10/05/2023	CHECK	060480	DIVERSIFIED PROJECT SERVICES I	952.50CR	OUTSTND	A	0/00/0000 02 5-4400-226 ENGINEERING & OTHER REIM
1-1001-000	10/05/2023	CHECK	060481	FAMCON PIPE & SUPPLY, INC.	180.18CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	10/05/2023	CHECK	060482	FIVE CITIES FIRE AUTHORITY	287,500.00CR	OUTSTND	A	0/00/0000 01 5-4200-220 PROFESSIONAL SERVICES
1-1001-000	10/05/2023	CHECK	060483	GROVER BEACH DOOR	290.00CR	OUTSTND	A	0/00/0000 02 5-4400-163 MAINT: STRUCTURES/IMPRVS 145.00 03 5-4500-163 MAINT: SEWER STRUCTURES/ 145.00
1-1001-000	10/05/2023	CHECK	060484	ICONIX WATERWORKS (US) INC.	420.96CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	10/05/2023	CHECK	060485	J.B. DEWAR, INC.	462.96CR	OUTSTND	A	0/00/0000 12 5-4350-172 FUEL
1-1001-000	10/05/2023	CHECK	060486	MCCLATCHY COMPANY LLC	86.32CR	OUTSTND	A	0/00/0000 02 5-4400-230 LEGAL NOTICES
1-1001-000	10/05/2023	CHECK	060487	MINER'S ACE HARDWARE, INC.	95.62CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S 47.81 03 5-4500-175 SYSTEM PARTS/OPERATING S 47.81
1-1001-000	10/05/2023	CHECK	060488	MR. BACKFLOW	1,550.00CR	OUTSTND	A	0/00/0000 10 5-4300-163 MAINT: STRUC/IMPROV
1-1001-000	10/05/2023	CHECK	060489	PETTY CASH	8.56CR	OUTSTND	A	0/00/0000 01 5-4100-210 POSTAGE
1-1001-000	10/05/2023	CHECK	060490	QUILL CORPORATION	173.23CR	OUTSTND	A	0/00/0000 01 5-4100-200 OFFICE EXPENSE
1-1001-000	10/05/2023	CHECK	060491	R&R ROLL-OFF LLC	464.59CR	OUTSTND	A	0/00/0000 06 5-4900-220 PROFESSIONAL SERV
1-1001-000	10/05/2023	CHECK	060492	RINCON CONSULTANTS, INC.	8,851.67CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	10/05/2023	CHECK	060493	SLO CO PUBLIC HEALTH DEPT.	1,256.10CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	10/05/2023	CHECK	060494	ZENITH INSURANCE COMPANY	1,711.00CR	OUTSTND	A	0/00/0000 01 5-4100-075 COMPENSATION INSURANCE

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: 060473 THRU 060494

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL: 330,814.56CR			
				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: 330,814.56CR			
				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: 060495 THRU 060498

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	10/05/2023	CHECK	060495	HAMM, GARY	0.04CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
1-1001-000	10/05/2023	CHECK	060496	HERRERA NAVARRO, MA.	8.80CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
1-1001-000	10/05/2023	CHECK	060497	CAMPANELLA, DREW	10.32CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
1-1001-000	10/05/2023	CHECK	060498	MCPETERS, BONNIE	19.60CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	38.76CR		
				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:	38.76CR		
				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: 060499 THRU 060500

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	10/05/2023	CHECK	060499	VAUGHAN, BRENDA	30.53CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
1-1001-000	10/05/2023	CHECK	060500	GITON, JAMES E	315.02CR	OUTSTND	A	0/00/0000 02 1-1102-000 A/R - REFUNDS
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	345.55CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	345.55CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

Payroll Summary Report
Board of Directors - Agenda Date October 11, 2023

	(*)	
<u>Gross Wages</u>	9/9/2023	9/23/2023
Regular	\$29,584.39	\$29,604.85
Overtime Wages	\$419.52	\$444.14
Stand By	\$840.00	\$600.00
	<u>\$30,843.91</u>	<u>\$30,648.99</u>
Cell Phone Allowance	\$75.00	\$0.00
Total Wages	<u>\$30,918.91</u>	<u>\$30,648.99</u>

<u>Disbursements</u>		
Net Wages	\$24,515.90	\$23,923.22
State and Federal Agencies	\$5,499.01	\$5,284.45
CalPERS - Normal	\$4,874.26	\$4,874.26
SEIU - Union Fees	\$153.66	\$153.66
Total Disbursements processed with Payroll	<u>\$35,042.83</u>	<u>\$34,235.59</u>
Health (Disbursed with reoccurring bills)	\$0.00	\$6,483.63
Total District Payroll Related Costs	<u>\$35,042.83</u>	<u>\$40,719.22</u>

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

**Board Member Stipend Summary Report
Board of Directors - Agenda Date October 11, 2023**

	(*)	
Gross Stipends	7/31/2023	8/30/2023
Board Member Stipends	<u>\$700.00</u>	<u>\$200.00</u>
Gross Stipends	<u><u>\$700.00</u></u>	<u><u>\$200.00</u></u>
Disbursements		
Net Stipends	\$646.45	\$184.70
State and Federal Agencies	\$107.10	\$30.60
Total Disbursements processed with Stipends	<u><u>\$753.55</u></u>	<u><u>\$215.30</u></u>

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



Oceano Community Services District

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

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

RECEIVED

SEP 14 2023

DIRECTOR'S MONTHLY REQUEST FOR COMPENSATION FOR MEETING ATTENDANCE

NAME: Beverly Joyce-Suneson

DATE: _____

FOR THE MONTH OF: August

8.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular or special meeting of the Board and fifty dollars (\$50.00) for each committee meeting attended by him or her.

8.2 In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

8.3 Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.

MEETING DATES: Aug 9 and Aug 23

No. of Meetings 2 x \$100.00 = \$ 200.00

COMMITTEE MEETING(S) OR OTHER REIMBURSEMENT(S)

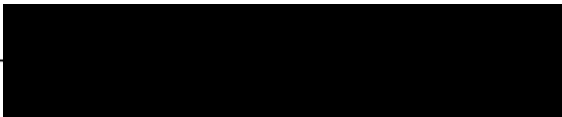
DATE: _____ MEETING: _____ AMOUNT: \$ _____

DATE: _____ MEETING: _____ AMOUNT: \$ _____

DATE: _____ MEETING: _____ AMOUNT: \$ _____

DATE: _____ MEETING: _____ AMOUNT: \$ _____

TOTAL COMPENSATION: \$ _____

SIGNATURE: 

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
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 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
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1-1001-000	9/27/2023	CHECK	060461	ANTHEM BLUE CROSS	9,519.58CR	OUTSTND	A	0/00/0000 See Below
1-1001-000	9/27/2023	CHECK	060462	COLONIAL LIFE AND ACCIDENT	333.94CR	OUTSTND	A	0/00/0000 01 2-2166-005 INS: VOLUNTARY
1-1001-000	9/27/2023	CHECK	060463	PRINCIPAL LIFE INSURANCE COMPA	1,177.98CR	OUTSTND	A	0/00/0000 See Below
1-1001-000	9/27/2023	CHECK	060464	TASC -CLIENT INVOICES	56.21CR	OUTSTND	A	0/00/0000 01 5-4100-090 INS: GROUP HEALTH/LIFE
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	11,087.71CR	ANTHEM BLUE CROSS-\$9519.58	
				DEPOSIT	TOTAL:	0.00	01-2-2166-001 INS: GROUP HEALTH/LIFE \$467.24	
				INTEREST	TOTAL:	0.00	01 5-4100-090 INS: GROUP HEALTH/LIFE \$4,538.68	
				MISCELLANEOUS	TOTAL:	0.00	01-5-4100-603 UTILITY CREW-EMP INS \$4,513.66	
				SERVICE CHARGE	TOTAL:	0.00	PRINCIPAL LIFE INSURANCE COMPANY-\$1177.98	
				EFT	TOTAL:	0.00	01 5-4100-090 INS: GROUP HEALTH/LIFE \$476.94	
				BANK-DRAFT	TOTAL:	0.00	01-5-4100-603 UTILITY CREW-EMP INS \$701.04	
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				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: 060465 THRU 060472

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1-1001-000	10/05/2023	CHECK	060465	MAP COMMUNICATIONS, INC. DBA A	195.72CR	OUTSTND	A	0/00/0000 01 5-4100-110 COMMUNICATIONS
1-1001-000	10/05/2023	CHECK	060466	AGP VIDEO INC.	1,600.00CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	10/05/2023	CHECK	060467	CHARTER COMMUNICATIONS	150.00CR	OUTSTND	A	0/00/0000 01 5-4100-110 COMMUNICATIONS
1-1001-000	10/05/2023	CHECK	060468	COASTAL COPY, INC.	260.37CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	10/05/2023	CHECK	060469	DE LAGE LANDEN FINANCIAL SERVI	213.43CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	10/05/2023	CHECK	060470	PACIFIC GAS & ELECTRIC	4,749.14CR	OUTSTND	A	0/00/0000 * SEE BELOW
1-1001-000	10/05/2023	CHECK	060471	SO CAL GAS	71.46CR	OUTSTND	A	0/00/0000 01 5-4100-290 UTILITIES 30.62 01 5-4100-290 UTILITIES 40.84
1-1001-000	10/05/2023	CHECK	060472	VERIZON WIRELESS	235.32CR	OUTSTND	A	0/00/0000 02 5-4400-110 COMMUNICATIONS 188.26 03 5-4500-110 COMMUNICATIONS 30.59 06 5-4900-110 COMMUNICATIONS 14.12 10 5-4300-110 COMMUNICATIONS 2.35
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	7,475.44CR		
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				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	7,475.44CR		
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				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

*PACIFIC GAS & ELECTRIC 4,749.14
 01 5-4195-295 STREET LIGHTING 2,801.18
 02 5-4400-290 UTILITIES 1,051.22
 03 5-4500-290 UTILITIES 101.89
 01 5-4100-290 UTILITIES 77.48
 01 5-4200-290 UTILITIES 10.52
 01 5-4200-290 UTILITIES 108.04
 01 5-4100-290 UTILITIES 432.14
 01 5-4100-200 OFFICE EXPENSE 166.67



Oceano Community Services District

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

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

Date: October 11, 2023

To: Board of Directors

From: Will Clemens, General Manger

Subject: **Agenda Item #7(D):** Adoption of Plans and Specifications and Authorization of Advertisement for Construction Bids for the Water Storage Tank Rehabilitation Project (Contract No. 2023-03)

Recommendation

It is recommended that the Board:

1. Adopt the Plans and Specifications for the construction of the Water Storage Tank Rehabilitation Project (Contract No. 2023-03)
2. Authorize and direct the General Manager to:
 - a. Advertise for construction bids, provide proper notice inviting formal bids pursuant to Public Contract Code section 22037 (and any other applicable laws) a minimum of 21 calendar days before the set bid opening date; and
 - b. To extend the bid opening date to a date deemed more appropriate by the General Manager so long as any such extension follows all applicable laws.

Discussion

The District was awarded funds as a subrecipient under the County of San Luis Obispo for the 2022 Community Development Block Grant (CDBG) to support the Water Reservoir Rehabilitation Project. The project will rehabilitate and repair the existing 297,000-gallon water reservoir located at the District owned water yard at 1935 Wilmar Avenue, Oceano, CA 93445. The Project history is as follows:

- October 27, 2021: Your Board approved a grant application for a water tank rehabilitation project through the County of San Luis Obispo Community Development Block Grant
- October 29, 2021: The Grant application was submitted.
- April 13, 2022: Your Board approved a letter of support.
- July 7, 2022: The Notice of Award received.
- November 11, 2022: NEPA (National Environmental Policy Act) clearance received.
- February 22, 2023: Your Board:
 - Approved a budget adjustment in the amount of \$325,000 in the Water Fund from CDBG grant revenues and water fund reserves.



Oceano Community Services District

Board of Directors Meeting

- Found that the Project is exempt from Section 21000 et seq. of the California Public Resources Code (CEQA) and directed the General Manager to sign the Notice of Exemption and file with the County Clerk/Recorder.
- Approved the contract with Advanced Technical Services, Inc. for Consultant Services in the amount of \$96,952.
- March 17, 2023: Grant Agreement executed.

Design is now complete, and all approvals have been received to construct the Project. It is now necessary to initiate the bidding and construction phases of the Project. These efforts will be funded by the District’s water fund.

Other Agency Involvement

The County of San Luis Obispo granting agency.

Financial Considerations

The following table illustrates the estimated construction costs for the Project.

	Total Cost	CDBG Agreement	Water Fund
<u>Budgeted</u>	<u>\$325,000</u>	<u>\$225,000</u>	<u>\$100,000</u>
<u>Estimated</u>	<u>\$660,000</u>	<u>\$225,000</u>	<u>\$435,000</u>
<u>Estimated Budget Adjustment</u>	<u>\$335,000</u>	<u>\$0</u>	<u>\$335,000</u>

The Project is currently budgeted through Design and will require a budget adjustment to complete construction once bids are received and will be presented at the time of the contract award. The budget adjustment will need to come from Water Fund reserves and is estimated to bring Water Fund reserves down to approximately \$1,000,000.

Results

Pursuing grant revenues and project implementation supports a well-governed, healthy, and livable community.

Attachment: Plans and Specifications

PROJECT MANUAL FOR
OCEANO COMMUNITY SERVICE DISTRICT'S
0.3 MILLION GALLON WATER TANK RECOATING AND
ROOF REPLACEMENT PROJECT



PART I - NOTICE, PROPOSAL, AND AGREEMENT FORMS

TABLE OF CONTENTS

Section

Notice to Contractors
Notice Inviting Bids
Instructions to Bidders

By others

Proposal Forms
Proposal
Experience Qualifications
Bid Schedule(s)
Contractor's Licensing Statement
List of Subcontractors
List of Material or Equipment Suppliers
Bid Security Forms
Noncollusion Declaration
Affirmative Action Program
Worker's Compensation Insurance Certificate

Agreement and Bond Forms
Agreement
Performance Bond
Payment Bond

Contract Administration Forms
Notice of Award
Notice to Proceed
Change Order
Work Directive Change
Notice of Completion
Consent of Surety – Retainage
Consent of Surety - Final Payment
Unconditional Waiver - Final Payment

PART II - CONDITIONS OF THE CONTRACT

General Conditions of the Contract

By others

Supplementary General Conditions

PART III - TECHNICAL SPECIFICATIONS

Section 01100	Scope and Control of the Work
Section 01205	Measurement and Payment
Section 09905	Protective Coatings
Section 13010	Upgrades to the Existing Tank
Section 13020	Replace Water Tank Roof

PART IV - APPENDICES

Appendix A	Coatings Heavy Metals Testing
Appendix B	Project Drawings
Appendix C	Dive Inspection Report – Existing Welded Tank
Appendix D	Project Location & Existing Conditions

PART I

NOTICE, PROPOSAL AND AGREEMENT FORMS

PART II

CONDITIONS OF THE CONTRACT

PART III

TECHNICAL SPECIFICATIONS

Technical Specifications for:

OCEANO COMMUNITY SERVICES DISTRICT
1655 Front St.
Oceano, CA 93445

Prepared by:

ADVANTAGE TECHNICAL SERVICES, INC.
6661 Fern Canyon Road
San Luis Obispo, CA 93401
805-595-2282

May 2023

CERTIFICATION

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Professional Engineers licensed in the State of California:



William D. Bellis, PE
55334, Exp. 12/31/2024



Approved by:

Will Clemens
District Manager

Section 01100

SCOPE AND CONTROL OF THE WORK

PART 1 - GENERAL

1.01 SCOPE

The project generally includes upgrading appurtenances, replacing roof and roof structure and recoating the interior and exterior of one 0.3 million-gallon (approximately 40' diameter x 32' tall) welded water tank and other items specified herein and as shown on the Contract Documents. The following sections further define the scope of the Work as detailed within these specifications (planning and the actual order of work is the responsibility of the Contractor):

- A. The Contractor will provide any required sampling and testing of existing coatings. Coatings are known to contain lead and other heavy metals. Employee protections for disturbance of coatings containing lead and other heavy metals shall be included in all project planning and execution.
- B. The Contractor will complete engineering and planning and will provide submittals pursuant to these specifications.
- C. The Contractor will fabricate and shop coat replacement roof and appurtenances as specified.
- D. The District will provide access. The District provided work area is limited to the fenced unpaved tank site.
- E. The District will provide any applicable building permits.
- F. The Contractor will notify the District at least two weeks in advance of the start of demolition to allow the draw-down and use of the water in the existing tank.
- G. The District will draw-down the water in the existing tank and remove from service. The District will notify the Contractor when the tank has been removed from service and rehabilitation may be started. Some water and sediment will remain in the tank.
- H. The Contractor will remove the remaining water from the tank to allow for magnetic flux leakage (MFL) inspection of the bottom.
- I. If desired, the District will hire an MFL contractor and coordinate with the Contractor for up to five days for MFL inspection as the first order of work.
- J. The Contractor will provide safe access for the MFL inspection.
- K. The Contractor will mobilize to the site and will complete the specified work items including but not limited to demolition of tank roof, removal of CP system, repairs, new roof and structure, upgrades, preparation and coating on the tank.
- L. The Contractor will recycle steel that is removed as part of the replacement of the existing roof and other work.

- M. The Contractor will modify the existing compression ring as required for fit and drainage and provide a new roof and structure from the existing shell down to and including new base plates.
- N. The Contractor will prepare and install new exterior coatings including existing piping to 6" below grade.
- O. The Contractor will prepare interior, including removal of all interior coatings and install new interior coatings.
- P. The Contractor will provide containment of dust, mists and other transient materials during the work including but not limited to preparation and coating.
- Q. The interior coatings of the tank will be allowed to cure as recommended by the coating manufacturer.
- R. The Contractor will provide disinfection of interior surfaces as specified and seal the tank.
- S. The District will fill the newly painted tank and provide VOC and bacteriological testing and put the newly painted tank into service as appropriate. The Contractor will be held responsible for the cost of the water if the VOC testing results do not meet State standards.
- T. The Contractor will sample, test, provide transport and recycle spent abrasive.
- U. The Contractor will sample, test, provide transport and dispose of any coatings or materials not included with the spent abrasive.
- V. The Contractor will demobilize all construction equipment, construction materials, stabilize the site and return control of the site to the District.
- W. The Contractor will provide a one year warranty on the Work pursuant to these specifications.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01205, Measurement and Payment
- B. Section 09905, Protective Coatings
- C. Section 13020, Replace Water Tank Roof
- D. Section 13010, Tank Upgrades

1.03 SUBMITTALS

- A. Submittals shall be provided in accordance with these Special Provisions. Submittals shall be provided electronically in "PDF" format. The Contractor shall maintain a full set of approved submittals on the job site.

The Contractor shall provide submittals before the pre-job conference. No work shall be done on items needing submittal approval until the material or plan is approved by the Owner.

Submittals shall be submitted to:

Advantage Technical Services, Inc.

Wbellis.ats@gmail.com

Attn: William D. Bellis, P.E.

Consulting Engineer

- B. The Contractor shall provide a Project Safety Plan prepared under the direction of and certified by a Certified Safety Professional (CSP) or other qualified independent consultant. The intent of the plan is to develop and document measures, appropriate to the Contractor's means and methods, which assure employee safety and regulatory compliance. The plan shall be submitted before the pre-construction conference. A copy of the Project Safety Plan shall be on site during the course of the project. Payment for providing and implementing the Safety Plan shall be considered as included in the various contract prices paid and no additional compensation will be allowed.

1.04 HEALTH, SAFETY AND ENVIRONMENTAL CONTROLS

- A. The project goals are to complete the work with no injuries, spills or other environmental incidents. The Contractor shall be responsible for conducting the work in a manner that protects project personnel, the public and the environment. The Contractor shall provide qualified persons and implement appropriate programs to control all aspects of the work including worker and public health, safety and environmental protection.
- B. The Contractor shall conduct regular safety meetings with continuous review potential hazards associated with the project. Steps shall be taken to mitigate hazards and maintain a safe workplace. Known project safety and environmental hazards include the following:
 - 1. Falls
 - 2. Confined spaces
 - 3. Eye injury including arc burn
 - 4. Venomous snakes including rattle snakes
 - 5. Poisonous spiders including black widow and brown recluse
 - 6. Wild fire associated with grinding, welding and other equipment or ignition sources
 - 7. Fire or explosion associated with flammable fuels or solvents
 - 8. Vehicle accidents
 - 9. Spills from leaking equipment or storage containers
 - 10. Introduction of non-native species
 - 11. Work on and around existing lead based paints
 - 12. Work around paints including volatile organic compounds

1.05 NOISE

- A. Noise generated from equipment operating overnight including generators, pumps and dehumidification shall not exceed 75 dB at all property lines.
- B. Construction activities shall be restricted to the hours of 7:00AM to 5:00PM Monday through Friday. No construction shall occur on Saturday or Sunday. On-site equipment maintenance and servicing shall be confined to the same hours.
- C. All construction equipment utilizing internal combustion engines shall be required to have mufflers that are in good condition and tuned according to the manufacture's recommendations. Stationary noise sources shall utilize noise reducing engine housing enclosures or noise screens.

1.06 OSHA COMPLIANCE.

- A. Contractor shall comply with all applicable regulations including state and federal OSHA and these Special Provisions.
- B. Contractor is responsible for complying with Cal/OSHA regulations for lead in construction in accordance with California Code of Regulations, California Title 8, Section 1532.1.
- C. The costs for complying with all OSHA requirements shall be considered as included in the various contract prices paid and no additional compensation will be allowed. Contractors are encouraged to take lead samples in advance by arrangement with the owner.

1.07 LEAD

- A. The facilities included in this project were constructed after 1978. Cal/OSHA requires compliance with California Title 8, Section 1532.1 if the paint contains lead at any level. Interior and exterior coatings are known to contain lead and other heavy metals.
- B. The Owner assumes no responsibility for sampling or test results. Preliminary testing is included in the appendices of this document but they are for information only. All work involving the removal of lead containing coatings and the disposal of such removed material shall be in strict accordance with all applicable Local, State and Federal regulations and guidelines including notification, removal and containment techniques, proper transportation and disposal, and worker protection and monitoring.
- C. The Contractor is responsible to test the composite waste from the project to determine proper disposal. A copy of all test results shall be furnished to the Owner.
- D. For waste requiring the preparation of a hazardous waste manifest and waste shipment record, the Contractor shall prepare an accurate hazardous waste manifest and waste shipment record for signing by the Engineer. Neither the Contractor nor his employees shall sign the waste manifests or waste shipment records as the generator's representative. The Contractor shall provide the Owner with a certified weight ticket for each shipment of hazardous waste. If any waste is shipped to a disposal facility outside of California, the transporter and disposal facility shall complete and sign and distribute California's Hazardous Waste Manifest in the same manner as required by California law for the disposal facilities inside California.

- E. The Contractor will be responsible for any cleanup of areas where materials containing lead, heavy metals or other hazardous and non-hazardous materials have been released during the job. The Contractor shall assume all costs for such cleaning.

1.08 TEMPORARY FACILITIES.

- A. Power. The Contractor shall provide, at no additional cost to the Owner, all construction power used at the project sites.
- B. Sanitary Facilities. The Contractor shall make arrangements and provide for adequate portable toilet facilities at the site of work. The Contractor shall maintain the sanitary facilities in acceptable condition from the beginning of work until completion and shall remove the facilities and disinfect the premises.
- C. Water. The District will provide construction water used at the project site.

1.09 CONSTRUCTION DETAILS.

- A. The tank is located in Oceano, CA. The facilities serve a predominantly residential community.
- B. Tank Draining. Prior to the start of construction, Owner staff shall empty the Tank. The tank will be out of service and drained but some water will remain. The Contractor shall remove the remaining water as needed to facilitate the start of work.

1.010 ISOLATION OF EQUIPMENT

- A. The piping and equipment adjacent to the tank will be in service during the work. The Contractor shall work with plant operations personnel to assure safe working conditions and prevent damage to property and equipment.
- B. The Owner shall be responsible for lockout/tag out of all power on equipment. The Contractor shall confirm lockout/tag out before proceeding with work.

**PART 2 - PRODUCTS
NOT APPLICABLE**

PART 3 - EXECUTION

3.01 HOUSEKEEPING AND CLEANUP

- A. At the end of each work day, dust and abrasive shall be removed from the surfaces and surrounding areas. Spent abrasive shall be stored in temporary storage containers on site pursuant to Best Management Practices and Best Pollution Prevention Practices listed under federal and state guidelines.
- B. The site shall be maintained free of unnecessary accumulations of tools, equipment, surplus materials, and debris. Equipment maintenance and spill prevention procedures shall be adequate to prevent spills and leaks.

- C. Upon completion of the work, the Contractor shall remove all excess materials, equipment, containers, and waste from the job site. Coating spots or stains shall be removed from adjacent surfaces and surfaces repaired if needed. As work proceeds, promptly remove all coating that is spilled, splashed, or splattered. Collect empty containers, rags, waste material, and debris and store or remove from the site as appropriate.

3.02 ACCESS, CONTAINMENT AND PROTECTION

- A. The Contractor shall provide scaffolding or other access and fall protection anchors to allow safe access for Contractor personnel, inspection personnel and others as appropriate
- B. The tank is situated near residences. Creeks and all surface drains and swales lead directly onto the adjacent land, or to creeks and the ocean. Contractor shall protect all work sites and all drainage inlets from pollutants and illegal discharges.
- C. The work will be conducted in and around operational equipment and adjacent to residences. The Contractor shall provide containment or mitigation of air-borne dust, overspray and other contaminants to protect the existing equipment, facilities and neighboring properties from dust, overspray pursuant to regulatory requirements.

END OF SECTION

Section 01205

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

This Section describes the methods of measurement and payment for the specific bid items associated with Work on the existing welded steel water tank. All other provisions of the Contract Documents which relate to measurement and payment are applicable, except that where conflicts occur between this section and other provisions of the technical specifications or reference specifications, this measurement and payment section shall prevail.

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION

3.01 METHOD OF PAYMENT

- A.** Payment will be made on the basis of the unit prices or lump sums bid for the various items as called for on the Bid Sheet(s) and included in the Contract as awarded. The quantities given in the Proposal and Contract forms are approximate only and are given as a basis for the comparison of bids, and the Owner does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of or any class or portion of the Work or to omit portions of the Work as may be deemed necessary or advisable by the Engineer.

3.02 MEASUREMENT OF QUANTITIES

- A.** Materials paid for by the ton shall be weighed on public scales or other scales for which the State Bureau of Weights and Measures has issued a certificate of inspection which is available to the Engineer.
- B.** Full compensation for all expenses involved in conforming to the above requirements for weighing materials shall be included in the prices for the materials being weighed, and no additional allowance will be made therefore.
- C.** The quantity of materials paid for by the lineal foot, square foot or square yard shall be determined by horizontal measurement.

3.03 SCOPE OF PAYMENT

- A.** The Contractor shall accept the compensation as herein provided as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the Work, and for performing all work contemplated and embraced under the Contract; also, for loss or damage arising from the nature of the Work, or from the action of the elements, except as

heretofore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, until the final acceptance by the District, and for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or materials.

3.04 BID ITEMS

A. Mobilization and Construction Coordination

1. Description

This work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. The Contractor shall develop a construction plan for the Work with means and methods that allow completion of the work pursuant to these specifications using the District's limited space of the fenced tank site for the Work or shall, independently from the District, acquire any temporary easements from landowners that are necessary for stockpile of materials, or facilitation of completion of the Work. The construction plan shall include all work for both tanks.
- b. Planning, coordination (2 week notice) and access to allow access and up to 5 normal working days for District testing lab consultant to complete magnetic flux leakage (MFL) bottom scan and ultrasonic testing of the existing bottom plate.
- c. Portable restroom(s) shall be on site prior to, or at the time of, the start of mobilization and shall remain on site during all on-site Work.
- d. Mobilization – Contractor shall move in and set up all equipment, provision for power, materials, etc. as necessary to complete all aspects of this project. This item also includes the cost of all bonds, insurance, and Permits for the Project.
- e. Easements – The Contractor may determine the location, type, extent and value to the Contractor of any temporary easement(s), which may facilitate completion of the Work, which is beyond the District's access easement and fenced tank site shown in the Plans and Specifications.
- f. Construction Schedule – The Contractor is responsible for preparing, amending, implementing, and complying with a construction schedule for all Work on this project. The initial schedule shall be submitted to the Engineer at the time of the award of the contract. The schedule shall be amended, and submitted to the Engineer, as necessary if progress varies significantly from the schedule and at a minimum, every month.
- g. Construction Water – The District will provide access to construction water.

- h. Submittals – The Contractor shall provide the submittals and associated planning and engineering including, field verification, structural calculations, shop drawings, materials data sheets, MSDS, certificates of compliance and other submittals required by the Work and these specifications.
- i. Utility Coordination – The Contractor is responsible for all coordination effort with regards to utilities on the project including temporary service interruptions, tie-ins, etc. and scheduling the inspection of all Contractor Work. The Contractor shall be responsible for any financial claims associated with missed inspections, repeat inspections, or any costs associated with re-working portions of the project due to failed inspections or lack of inspections based on the Contractors failure to schedule and follow through with same.
- j. Project Controls- A Health and Safety Plan for worker protection developed under the direction and signed by a Certified Safety Professional or other qualified independent consultant shall be submitted and kept on site for the duration of the project. The plan shall be for all Work on this project. The plan shall address known hazards including excavation safety, confined space permit controls, heavy metals including lead, fall protection and fire prevention.
- k. An Environmental Health Protection plan (including storm water pollution prevention best management practices) for all Work on this project shall be developed under the direction of and signed by a licensed P.E. (or other qualified person) shall be submitted and kept on the site for the duration of the project.
- l. Public Safety – The Contractor shall concern himself with public safety at all times during the life of this contract. Work area shall be clearly identified. Public access through the project shall be by means of well-established and delineated corridors. Materials shall be stockpiled in such a manner as to assure no hazard to the public, District Facilities, District Operations or the environment. Tools and equipment shall be likewise kept locked and out of reach. Work area shall be kept free of garbage and other waste.
- m. Dust Control – The Contractor shall comply with all County and other regulatory requirements for dust control. Contractor shall provide adequate personnel and equipment as necessary to abate all dust, which results from either his operation or created by a portion of the Work of this project. Dust control measures shall be in effect during the entire length of this contract including weekends and holidays. Contractor shall designate a contact person responsible for responding to any calls regarding dust issues and implementing dust control measures.

2. Measurement

Measurement of Work associated with Bid Item **No. 1** will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 1**, which price shall made on a percent complete basis based on the lump sum amount for this item. No portion of payment for “Mobilization and

Construction Coordination” will be approved for payment under the Contract until all pre-job planning and product submittal items listed herein have been completed and approved as specified. The scope of the work included under this bid item shall include the obtaining of all bonds, insurance, permits, submittals, and moving tank construction equipment (including crane, power generation and welders) onto the site.

All submittals shall conform to the requirements of the General Conditions and Specifications and be approved by the Engineer.

The aforementioned amount will be retained by the Owner as the agreed, estimated value of completing all of the mobilization items listed. Any such retention of money for failure to complete all such mobilization items as a lump-sum item shall be in addition to the retention of any payments due to the Contractor.

B. Replace Tank Roof

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of tank dimensions.
- b. Engineering of any required temporary supports, roof structure, tank connections and foundation, shop drawings, submittals and documentation of contract compliance.
- c. Shop fabrication.
- d. Shop coating.
- e. Temporarily support the roof, shell and other portions of the tank and appurtenances as required.
- f. Temporary door sheet if desired by the Contractor with radiographic testing.
- g. Demolition, removal and recycling of existing roof (includes roof plate and structure down to and including base plates) and all other appurtenances and materials necessary as part of this project.
- h. Adjustment of pitch of the existing compression ring to prevent ponding and facilitate fit-up and welding to the new roof panels.
- i. Erection of new roof structure and all associated elements for a complete roof.
- j. Quality control.
- k. Testing of welds.
- l. Complying with all applicable federal, state, and local regulations.

2. Measurement

Measurement of Work associated with Bid Item **No. 2** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 2**, which price shall be made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

C. Roof Appurtenances, Roof Hatch, Roof Vent, Level Gauge and Guardrail

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of related existing tank and appurtenance dimensions.
- b. Engineering of guardrail, roof hatch, vent, roof fall protection system and associated appurtenances, shop drawings, submittals and documentation of contract compliance.
- c. Demolition, removal and recycling of existing guardrail, roof hatch and all other materials removed as a portion of this work.
- d. Disconnect, remove and dispose of all existing cathodic protection components. Remove primary power wires to the first junction box and abandon buried conduit in-place.
- e. Fabrication and installation new guardrail with protection at all roof edges.
- f. Fabrication and installation of a new roof hatch.
- g. Install two new 1 1/4" Sch 40 spare couplings with plugs on the roof adjacent to the new roof hatch.
- h. Fabricate and install a new level gauge (w/ option to re-use existing gauge channel), attachment and stilling well.
- i. Remove from existing roof and re-attach high inlet piping to the new roof.
- j. Fabricate and install a new roof vent.
- k. Move existing inside ladder safety device extension rack to the new roof.

- l. Finish welds and other surfaces in preparation for coating.
- m. Preparation and coating of new appurtenances.
- n. Quality control.
- o. Complying with all applicable federal, state, and local regulations.

2. Measurement

Measurement of Work associated with Bid Item **No. 3** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 3**, which price shall made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

D. Spiral Stairway Security Cage and Locking Door

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of related existing tank and appurtenance dimensions.
- b. Engineering of hot dip galvanized double stringer spiral stairway and associated appurtenances, shop drawings, submittals and documentation of contract compliance
- c. Finishing welds and other surfaces in preparation for coating
- d. Preparation and coating (HDG) of all stairway components (including security cage and gate).
- e. Quality control
- f. Complying with all applicable federal, state, and local regulations

2. Measurement

Measurement of Work associated with Bid Item **No. 4** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 4**, which price shall made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

E. Interior Coatings

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Preparation of interior surfaces of the existing tank and appurtenances for coatings
- b. Containment of dusts, mists and other objectionable airborne materials
- c. Application of coatings on interior surfaces and appurtenances
- d. Preparation and application of coatings on interior surfaces of the underground and aboveground piping (first six inches from tank)
- e. Preliminary wash of all interior surfaces, piping and components prior to disinfection
- f. Disinfection of tank interior surfaces
- g. Disinfection of piping and any other surfaces, affected by the work that are within the potable water storage and distribution system
- h. Protecting and repairing coatings damaged during disinfection and other work
- i. Sealing the tank manways
- j. Quality control

2. Measurement

Measurement of Work associated with Bid Item **No. 5** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 5**, which price shall made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for

furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

F. Exterior Coatings

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Preparation and coating of exterior surfaces of the existing tank
- b. Protection of property
- c. Containment of dusts, mists and other objectionable airborne materials
- d. Quality control

2. Measurement

Measurement of Work associated with Bid Item **No. 6** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 6**, which price shall be made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

G. Welded Patches

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Provide submittals including welding procedures and welder qualifications.
- b. Fabricate 1/4" thick patch plates as required to repair the specified areas.
- c. Seal weld patch plates on tank to repair bottom corrosion or other miscellaneous locations as directed by the Engineer or Owner's Representative.

2. Measurement

Measurement for Bid Item **No. 7** Work will be based upon completion of these items on a unit cost basis for each sq. ft. as specified by the Engineer. The measurement shall be made by the contractor and verified by the Owner's Representative.

3. Payment

Payment for Bid Item **No. 7** shall be made on a unit cost basis. The unit cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing the Work associated with this Bid Item in place, operational, and in conformance with the plans & specifications.

H. Demobilization

1. Description

This work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Demobilization – Contractor shall move off all equipment, materials, etc. as necessary to complete all aspects of this project.
- b. Handle, sample, test, transport and recycle spent abrasive which will contain lead and other heavy metals from existing coatings
- c. Construction Clean-Up – The Contractor is responsible for leaving the project areas in suitable condition for operation. It is imperative that all contractor Work, stockpile, storage, and equipment areas be completely clean and free of foreign material, materials removed or replaced as part of this work, gravel, aggregate base, broken asphalt, pipe, hardware, packing material, welding debris, and concrete when the Work is complete. All said material shall be picked up and removed from the site and not scattered. All removals from the site shall be done so in a legal manner. Contractor is responsible for all costs associated with loading, hauling, and dumping including any required permits, fees, etc
- d. Daily housekeeping and site control.
- e. Maintenance of storm water pollution prevention plan controls.
- f. The Contractor shall provide slope stabilization and other measures required to prevent sedimentation or other contamination of water draining from the site as a result of construction activities and this project.
- g. Miscellaneous – All items which are shown on the plans or identified in the specification or implied thereby, or incidental to any of the described items, even though not specifically called out in a particular item shall be included as part of this bid item.

2. Measurement

Measurement for Bid Item **No. 8** "Demobilization" will be based upon completion of such work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for Bid Item **No. 8** "Demobilization" shall be made in a lump sum amount for this item. **No payment shall be made until full completion of the Work within the bid item.** The lump sum cost shall constitute full compensation for furnishing all planning, acquisition, labor, materials, tools, and equipment associated with performing all Work involved in demobilizing, stabilizing and returning the site in a fully operable condition.

END OF SECTION

Section 09905

PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 SCOPE SUMMARY

- A. The work described in this section covers protective coatings for the project including the interior and exterior surfaces of one existing water tank, accessible portions of piping, appurtenances. The project goals are to achieve coating systems that provide long term service, good aesthetics and with low maintenance cost while using best safety and environmental practices.
- B. The contractor shall supply all coatings, solvents, abrasives, air compressors, hoses, paint guns, materials storage and any other tools, equipment and consumables necessary for the proper preparation and application of the coatings.
- C. The Contractor shall be familiar with the service conditions of the tank and shall submit preparation and coating applications as appropriate. The Contractor shall consult the Engineer prior to any coating activity where the coating of certain components or surfaces is in question.
- D. The Contractor shall provide containment for abrasives, dusts, mists and other objectionable materials to protect neighboring homes, adjacent equipment and other property.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 1205, Measurement and Payment
- C. Section 13010, Upgrades to the Existing Tank
- D. Section 13020, Replace Water Tank Roof

1.03 REFERENCES

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of County, State and Federal codes, laws and ordinances governing the work, American Water Works Association, SSPC: The Society of Protective Coatings, and the manufacturer's printed instructions.
- B. When conflict exists between any of the referenced codes, laws, ordinances, specifications and standards contained herein, the most conservative relative to the project goal of system longevity shall govern.
- C. The latest edition of the following standards and regulations form a part of this specification. Materials, preparation, application, repair methods, and all other aspects of the work and inspections shall conform to following codes and standards:

1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
 - a. ASTM D1186, Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base
 - b. ASTM D3359, Standard Test Method for Measuring Adhesion by Tape Test
 - c. ASTM D4138, Standard Practices for Measurement of Dry Film Thickness of Protective Coating Systems by Destructive, Cross-Sectioning Means
 - d. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
 - e. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 - f. ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 - g. ASTM D5402, Standard Test Methods for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs
2. AMERICAN WATER WORKS ASSOCIATION (AWWA)
 - a. AWWA D102-19, AWWA Standard for Coating Steel Water-Storage Tanks
 - b. AWWA M42, AWWA Manual of Water Supply Practices, Steel Water Storage Tanks
 - c. AWWA C652-02, AWWA Disinfection of Water-Storage Facilities
3. SOCIETY OF PROTECTIVE COATINGS (SSPC)
 - a. SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel
 - b. SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
 - c. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
 - d. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
 - e. SSPC Publication No. 91-12, Coating and Lining Inspection Manual
 - f. SSPC Visual Comparison Manual
 - g. SSPC-SP 1, Solvent Cleaning
 - h. SSPC-SP 3, Power Tool Cleaning
 - i. SSPC-SP 7, Brush-off Blast Cleaning
 - j. SSPC-SP 10, Near-White Metal Blast Cleaning
 - k. SSPC-SP 11, Power Tool Cleaning to Bare Metal

- I. SSPC-SP 12, Surface Preparation and Cleaning of Metals
- 4. NACE INTERNATIONAL (NACE)
 - a. NACE SP0188-2006, Standard Practice for Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates
 - b. NACE RP 0178-89, Standard Recommended Practice for Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.
- D. NATIONAL SANITATION FOUNDATION (NSF)
 - 1. NSF 61, Drinking Water System Components - Health Effects
- E. EQUIPMENT AND COATING MANUFACTURER'S PUBLISHED INSTRUCTIONS

1.04 SUBMITTALS

- A. Submittals shall be provided in accordance with these special provisions. **The Contractor shall provide submittals before the pre-job conference.** No work shall be done on items needing submittal approval until the material or plan is approved by the Owner.
- B. Required Submittals. Submittals shall be furnished by the contractor as called for in the various sections of these Special Provisions and for following items as a minimum:
 - 1. Coatings/Color (each coat)
 - 2. Solvents/Thinners
 - 3. Abrasives
 - 4. Magnetic Dry Film Thickness Gage
 - 5. Coating Conditions Verification Equipment (Temperatures/Humidity)
 - 6. Daily Report Form
 - 7. Caulking (See Coating Systems)
 - 8. Holiday detection equipment with voltage verification/calibration method
 - 9. Containment method for abrasives, dusts, mists and other objectionable materials to protect property
- C. Product Submittals. Approval of materials and products by the Owner does not waive the Contractor's responsibility to provide a material which will meet the project goals.
- D. Coating Submittals. The submittals for coating products shall, at a minimum, contain the following information:
 - 1. Material Name / Manufacturer
 - 2. Standards of which the product complies

3. Conditions for which the product was developed or can be used
4. Application guidelines including manufacturer approved field repair method of shop applied primers
5. Testing information / data on product
6. Any material guarantees
7. Expected life
8. Surface Preparation for coatings including any special requirements for this project
9. Recommended uses
10. Safety precautions - and MSDS sheets
11. Name and phone number of the area sales representative for the product
12. Any other information the contractor feels would be helpful in the Owner's review

1.05 OSHA COMPLIANCE.

- A. Contractor shall comply with all applicable regulations including state and federal OSHA and these Special Provisions.
- B. Contractor is responsible for complying with Cal/OSHA regulations for lead in construction in accordance with California Code of Regulations, California Title 8, Section 1532.1. Lead. Some levels of lead are undoubtedly present and Cal/OSHA requires compliance with 1532.1 if the paint contains lead at any level.
- C. The costs for complying with all OSHA requirements shall be considered as included in the various contract prices paid and no additional compensation will be allowed. Contractors are welcome to take lead samples in advance by arrangement with the owner.

PART 2 - PRODUCTS

2.01 ABRASIVES

- A. Abrasive used in blast cleaning operations shall be recyclable fused copper slag. Abrasives shall meet all requirements of the California Air Resources Board for content and emissions.
- B. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, title 17, and shall appear on the current listing of approved abrasives.

2.02 CAULKING

- A. The caulking sealant shall be a premium-grade, high-performance, moisture-cured, 1-component, polyurethane-based, non-sag elastomeric sealant that meets ASTM C-920, Type S, Grade NS, Class 25 such as Sika 1a or equivalent. The material shall be capable of $\pm 25\%$ joint movement and withstand submerged conditions. The material shall have

excellent resistance to aging, weathering and maintain elasticity during long term exposure in the given conditions.

2.03 COATING MATERIALS.

- A. Coating materials shall conform to the following requirements:
1. Only high-grade products of manufacturers having an established good reputation in the manufacture of quality protective coatings shall be used. All coatings on the interior surfaces of the tank or other areas that can contain potable water shall conform to NSF-61(including NSF-600).
 2. Coating materials shall be brought to the job site in the original sealed containers. Materials found to be damaged or out of date shall be removed from the site. Materials shall be stored in an enclosed structure out of the weather protecting them from excessive heat or cold.
 3. The Contractor may submit paint materials of manufacturer's other than those specified herein in accordance with these Special Provisions. The Contractor shall provide satisfactory documentation from the firm manufacturing the proposed material that the material meets the specified requirements and is equivalent to or better than the listed materials in the following properties:
 - a. Quality
 - b. Durability
 - c. Resistance to abrasion and physical damage
 - d. Life expectancy
 - e. Ability to recoat in future
 - f. Solids content by volume
 - g. Dry film thickness per coat
 - h. Compatibility with other coatings
 - i. Suitability for the intended service
 - j. Resistance to chemical attack
 - k. Temperature limitations in service and during application
 - l. Type and quality of recommended undercoats and topcoats
 - m. Ease of application
 - n. Ease of repairing damaged areas
 - o. Stability of color

PART 3 - EXECUTION

3.01 HOUSEKEEPING AND CLEANUP

- A. At the end of each work day, dust, paint chips and abrasive shall be removed from the surfaces and surrounding areas. Spent abrasive shall be stored in temporary storage containers on site pursuant to Best Management Practices and Best Pollution Prevention Practices listed under federal and state guidelines.
- B. As work proceeds, promptly remove all coating that is spilled, splashed, or splattered. Collect empty containers, rags, waste material, and debris and store or remove from the site as appropriate.
- C. The site shall be maintained free of unnecessary accumulations of tools, equipment, surplus materials, and debris. Equipment maintenance and spill prevention procedures shall be adequate to prevent spills and leaks.
- D. Upon completion of the work, the Contractor shall remove all excess materials, equipment, containers, and waste from the job site. Coating spots or stains shall be removed from adjacent surfaces and surfaces repaired if needed.

3.02 PROTECTION OF PROPERTY

- A. The Contractor shall prevent any airborne materials including mists or dusts or abrasive blast residue or overspray from leaving the District's property.
- B. The Contractor shall provide, operate and maintain filtered ventilation on the tank during interior preparation and coating. The filtration shall contain and prevent the drifting of particulates including but not limited to abrasive blast residue and overspray preparation and coating.
- C. Open air abrasive blasting is prohibited except when containment is provided.
- D. Spray application of coatings is prohibited except when containment is provided.
- E. The Contractor shall protect the following surfaces from abrasive blasting, entry of sand, grit, dust and paint or other damage by wrapping, masking or other methods:
 - 1. PVC piping including high inlet on tank interior
 - 2. Sheet metal siding
 - 3. Any pump/motors
 - 4. Threaded portions of valve and gate stems
 - 5. Machined surfaces for sliding contact, bearings, sprockets or gears
 - 6. Surfaces to be assembled against gaskets
 - 7. Mechanical drives
 - 8. Stainless steel or aluminum surfaces not specifically designated for coating or painting
 - 9. Coated or plated items (including galvanized) not scheduled for painting or coating

- 10. Drains & relief valves
 - 11. Concrete surfaces
 - 12. All other surfaces not specifically designated for coating or painting.
- F. If required to prevent damage, protective coverings or drop cloths shall be used to protect floors, fixtures and equipment. The Contractor shall mask, cover and shield all gauges, instruments, stainless steel, aluminum, galvanized steel, glass, plastic, equipment and all other surfaces not intended for coating as specified. Surfaces, from which inadvertently applied materials cannot be removed satisfactorily, shall be recoated or repainted to produce a finish satisfactory to the Owner.
- G. Coating application to exterior surfaces shall be completed using roller and brush methods when containment is not provided. The Contractor shall prevent coating material to spatter, spray or otherwise transfer beyond 35' from the tank.

3.03 PRESSURE WASHING

- A. The Contractor shall complete low-pressure water cleaning of surfaces prior to other applicable surface preparations. Surfaces shall be cleaned in accordance with SSPC-SP12 LP WC. All oil, grease, salts, rust, loose materials or other contaminants that will adversely impact adhesion or cause coating failure shall be removed.
- B. Pressure washing can be destructive to nonmetallic surfaces. Hydraulic pressure of the washer shall be controlled so as to not cause damage to surfaces not designated for painting. The Contractor shall protect wood, insulation, caulking, electric installations and instrumentation from direct and indirect water streams. The Contractor shall cover and protect all instruments and equipment not intended for washing.

3.04 SURFACE PREPARATION

- A. Surface preparation shall be provided as detailed for the specific aspects of the work. Surface preparation shall conform to this specification and the applicable material manufacturer's recommendations. The contractor shall provide all necessary testing and **recycle the abrasive** through an approved recycling program. The Contractor shall provide documentation of receipt of the material by the recycler.
- B. All welding shall be completed prior to surface preparation and coating. Do not apply any part of a coating system before the Owner's Quality Assurance has reviewed the surface preparation. Coating applied without inspection shall be removed by abrasive blasting and reapplied in accordance with this specification.

3.05 APPLICATION.

- A. Coating application on exterior surfaces may be completed using roller or brush methods. Spray application is not allowed on the exterior unless containment is provided.
- B. Coatings applied to materials prior to forming (i.e., roof panels) shall be removed at least 5 inches away from any bends by abrasive blasting to a commercial blast. Edges shall be feathered.

- C. Thinning shall be permitted as recommended by the manufacturer for the conditions of application and allowed by applicable regulations.
- D. Each application of coating or paint shall be applied evenly, free of sags and runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- E. When two or more coats of coating or paint are specified, each coat shall be adequately contrasting in color to act as an indicator of coverage.
- F. All material shall be applied in accordance with the manufacturer's recommendations and these specifications. Maximum permissible level of soluble salts or chemicals shall be as recommended by the coating manufacturer and verification shall be the responsibility of the contractor.
- G. At least one brush stripe coat shall be applied, on the interior, to edges, corners, and irregular surfaces such as welds and fasteners. Minimum recoat times shall be observed between the stripe coat and the next coat. The stripe coat may be applied after the prime coat if appropriate.
- H. Where the number of coats or dry film thickness is specified, they shall be considered a minimum. The Contractor shall apply additional coats as necessary to achieve the specified dry film thickness.
- I. Coating procedures and recoat cycles are critical. It is imperative that the manufacturer's recommendations be strictly followed. Any deviation from printed literature must be approved in writing by the manufacturer's technical department and the owner prior to starting alternate procedures.

3.06 CONTRACTOR QUALITY CONTROL.

- A. The Contractor is responsible for quality control. The Contractor shall provide adequate equipment to monitor project quality. The Contractor shall document conditions, progress, project personnel and equipment on site, in a daily report. Environmental readings shall be recorded at the beginning and end of each painting sessions. Signed daily reports shall be provided to the Owner Representative on a weekly basis.
- B. No coating or paint shall be applied to wet or damp surfaces, in rain, snow, fog, or mist, when the steel temperature or surrounding air temperature is less than 5 degrees Fahrenheit (5°F) above the dew point, nor in conditions not recommended by the manufacturer. If unacceptable weather conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- C. The thickness of coatings shall be checked with a non-destructive, magnetic type thickness gauge. Coating thickness measurement procedures shall be pursuant to SSPC-PA-2. Additional measurements may be made when determined by the inspector to be in the best interest of the project. In cases of dispute concerning film thickness, measurements made with instruments shown to be in calibration with the National Bureau of Standards

calibration plates shall predominate. The contractor shall furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of dry-film thickness gauge. All inspection devices shall be in good working order.

Dry film thickness that exceeds the coating manufacturer's recommendation is unacceptable and shall be removed by the Contractor at no extra cost to the Owner.

- D. The coating integrity of all interior coated metallic surfaces shall be tested with an approved high voltage spark testing detection device. Non-submersed roof and shell areas shall be included in the holiday testing. Holiday detection of interfaces between roof plate and rafters which are not seal welded is not required.

The contractor shall provide holiday detection devices in good working order.

All holiday detection devices shall be operated in the presence of a representative of the Owner. Testing shall be conducted pursuant the coating manufacturer's recommendations and NACE RP 0188 (latest edition). All rejected areas shall be marked and repaired in accordance with the manufacturer's printed recommendations and re-tested. No pinholes or other irregularities will be permitted in the final coating.

3.07 QUALITY ASSURANCE.

- A. The Owner may provide shop or field inspection of the work. The Contractor shall provide the Owner's Representative with a 3 day notice prior to any surface preparation or coating application. All work shall be performed with the presence of the Owner's Representative unless written prior approval has been granted. Coatings applied without inspection shall be removed by abrasive blasting and reapplied in accordance with this specification.

3.08 COATING SYSTEM – EXTERIOR OF EXISTING TANK & ABOVE GROUND FERROUS PIPING

- A. General. All exterior surfaces of the existing tank, above ground piping and appurtenances shall be coated unless noted herein. Level gage, vent screens and other "bolt on" hardware shall be removed prior to preparation and replaced after completion. Electrical conduit, enclosures and instruments shall be loosened from clamps and supported away from surfaces to be painted as appropriate for optimal corrosion protection of tank and appurtenances.
- B. Included Items: All exterior surfaces including above ground piping.
- C. Surface Preparation:
 - 1. Tank exterior: SSPC-SP12 LP WC, hand sand to scarify surfaces and as specified by the coating manufacturer's recommendations.
 - 2. New materials: See below
 - 3. Ductile iron piping and fittings: NAPF 500-03-03 Power tool clean
 - 4. Romac expansion joints: SSPC – SP2 Power tool clean, protect rubber material

- D. Exterior Coating System: Spot prime any bare steel, full barrier/intermediate coat with epoxy followed by aliphatic polyurethane. All coatings shall meet applicable regulatory standards. Examples of coatings are as follows:
1. Devoe
 - a. Spot Prime: Devoe High Performance Coatings Bar-Rust 231 Multi-Purpose Epoxy Mastic, 3 - 5 mils
 - b. Barrier/Intermediate: Devoe High Performance Coatings Bar-Rust 231 Multi-Purpose Epoxy Mastic, 3 - 5 mils
 - c. Finish: Devoe High Performance Coatings Devthane 378H Aliphatic Urethane Semi-Gloss, 2 - 3 mils

or
 2. Carboline
 - a. Spot Prime: Carboguard 890 @ 4-6 mils DFT
 - b. Barrier/Intermediate: Carboguard 890 @ 4-6 mils DFT
 - c. Finish: Carbothane 134VOC @ 2-3 mils DFT

or
 3. Tnemec
 - a. Spot Prime: Tnemec L140F Pota-Pox, 3 - 5 mils
 - b. Intermediate: L140F Pota-Pox, 3 - 5 mils
 - c. Finish: Tnemec 1075 Endura-Shield, 2 - 3 mils
 4. Approved equal.
- E. Color: Submit color for Owner approval. Custom color matching may be required.

3.09 COATING SYSTEM – EXTERIOR SURFACES (NEW STEEL)

- A. All exterior surfaces shall be coated unless noted herein. Ladder safety climb rails, level gage board, vent screens and other “bolt on” hardware shall be removed during coating and replaced after completion.
- B. Included Items: All new steel exterior surfaces including, but not limited to, new roof, new appurtenances and new piping.
- C. Surface Preparation: Abrasive blast per SSPC-SP6 Commercial Blast Cleaning (containment required) and the coating manufacturer’s recommendations. Coatings applied to materials prior to forming (i.e., roof panels) shall be removed at least 5 inches away from any bends by abrasive blasting to a commercial blast. Edges shall be feathered.

- D. Exterior Coating System (AWWA D-102 Outside Coating System No. 5). Epoxy prime coat with an epoxy intermediate coat followed by aliphatic polyurethane. Examples of approved coatings are as follows:
1. Devoe
 - a. Primer: Devoe High Performance Coatings Bar-Rust 231 Multi-Purpose Epoxy Mastic, 3 - 5 mils
 - b. Intermediate: Devoe High Performance Coatings Bar-Rust 231 Multi-Purpose Epoxy Mastic, 3 - 5 mils
 - c. Finish: Devoe High Performance Coatings Devthane 378H Aliphatic Urethane Semi-Gloss, 2 - 3 milsor
 2. Tnemec
 - a. Primer: Tnemec L69 Epoxoline or V140F Pota-Pox, 3 - 5 mils
 - b. Intermediate: Tnemec L69 Epoxoline or V140F Pota-Pox, 3 - 5 mils
 - c. Finish: Tnemec 1075 Endura-Shield, 2 - 3 milsor
 3. Approved equal.
- E. Color: Submit color palette for Owner approval.
- F. Slip Resistant Areas: Provide slip-resistant surfaces by applying 30 mesh walnut shell to an epoxy "stripe coat".

3.010 COATING SYSTEM – INTERIOR SURFACES

- A. Included items: All Interior surfaces.
- B. Surface Preparation: Abrasive blast per SSPC-SP10 Near White Blast Cleaning and the coating manufacturer's recommendations.
- C. Interior Coating System (AWWA D-102 Inside Coating System No. 2): Three coat, two component epoxy coating system. A prime, intermediate and finish coat of two component epoxy. An example of approved coatings is as follows:
1. Tnemec
 - a. Primer: Tnemec L140 Pota-Pox, 3 mils
 - b. Intermediate: Tnemec L140 Pota-Pox, 4 mils
 - c. Finish: Tnemec L140 Pota-Pox, 5 mils

or

2. Sherwin Williams

- a. Primer: SherPlate 600 @ 3 mils DFT
- b. Intermediate: SherPlate 600 @ 4 mils DFT
- c. Finish: SherPlate 600 @ 5 mils DFT

or

3. Approved equal.

D. Color: Tank white

3.011 CURING AND VENTILATION

- A. Forced ventilation of the tank interior shall be conducted for a period equal or exceeding the coating manufacturer's recommended minimum recoat time for each coat and for at least 48 hours after the final coat. The ventilation shall be equal to or greater than specified in AWWA D102. Circulation through low areas of the tank, piping and other associated areas that will hold solvent vapors shall be assured.
- B. If heating or dehumidification are required for proper curing, the Contractor shall provide these as a part of the Base Bid and at no additional cost to the Owner.

3.012 CAULKING

- A. Caulk shall be applied to unsealed joints such as bolts, nuts, bolted flanges etc. to prevent moisture intrusion and rust staining ("bleeding"). Minimum recoat times for caulking shall be followed. Caulk shall be applied only to clean dry areas that are free of loose materials and dust. Follow manufacturer's installation instructions. Caulk shall be applied between the prime and finish coats.

3.013 LABELING

- A. Label inside of roof hatch "**FALL HAZARD PROTECT OPENING OR MONITOR WHEN OPEN – CONFINED SPACE ENTRY BY PERMIT ONLY**". Labeling shall be located on the inside of the hatch lid. The labeling shall be done with red or black colored NSF 61 approved epoxy. Letters shall be neatly stenciled and shall be 2" tall or larger.
- B. Label the shell adjacent to the level gauge or other location as directed by the Owner with the maximum operating level as follows: "**MAXIMUM OPERATING LEVEL: XX' - XX**" (actual value per the Contractor's Engineer). Letters shall be neatly stenciled and shall be 2" tall or larger.

3.014 CERTIFICATE OF COMPLIANCE

- A. The Contractor shall provide a Certificate of Compliance stating that "The Coating Work has been completed in conformance with the Specifications and Curing has been completed and confirmed pursuant to the Project Specifications and the coating

manufacturer's recommendations and the tank is ready to be filled." The Certificate of Compliance shall be provided to the Owner and Engineer prior to disinfection.

3.015 TANK DISINFECTION.

- A. After cure of the interior coating has been completed, the interior of the tank shall be thoroughly cleaned and disinfected. All work shall conform to the requirements of ANSI/AWWA C652, Standard for Disinfection of Water-Storage Facilities, Method 2. The Contractor shall test the disinfection solution for chlorine concentration during the observation of the Owner Representative and prior to start of disinfection. Upon completion of disinfection, the Owner's representative shall photograph the tank interior and the Contractor shall seal the tank.

3.016 SOAK TEST AND MONITORING

- A. The Owner will fill the tank and complete the five day soak test and VOC monitoring including organics listed on the coating manufacturer's MSDS. The reservoir must also be sampled for coliforms and have satisfactory results. The Owner shall submit the results of all monitoring and testing to the State Water Resources Control Board and receive approval prior to putting the reservoir into service.

3.017 WARRANTY INSPECTION.

- A. The Owner shall provide for inspection of any or all of the work completed under this contract. The date and method of the inspection shall be established and notification given at least 30 days in advance. If an inspection date has not been established within 13 months after completion of the coating work, the first anniversary inspection shall be considered waived. Waiver of the warranty inspection will not relieve the Contractor of the responsibility to repair defective work.

3.018 WARRANTY REPAIR.

- A. If any work is found to be defective, as determined by the Owner, its employees or consultants, the Contractor shall promptly correct the defective work with no cost to the Owner.
- B. The surfaces shall be prepared and re-coated as per the applicable original coating system. Preparation and application procedures for coating repairs shall conform to manufacturer's recommendations and be approved by the Owner with the intent of bringing the defective areas up to the quality level of the original work required by this specification.
- C. The Owner may require delay of repair where necessary for efficient operation of the water treatment facility. If the Contractor does not complete corrective work promptly, the Owner may complete the work itself or hire others to complete it. The original Contractor and its Surety will be liable to the Owner for all direct and indirect costs.

END OF SECTION

Section 13010

UPGRADES OF THE EXISTING TANK

PART 1 - GENERAL

1.01 SUMMARY

The intent of the work described in this section is to provide a safe workplace and fully operational potable water tank system.

1.02 SCOPE

- A. Demolish, remove and recycle the applicable existing components that are being replaced or upgraded.
- B. Design, fabricate, install, and coat upgrades on the existing tank in order to provide a safe workplace and assure compliance with applicable regulations. The Contractor's work will include verification of all dimensions (40FT. HEIGHT ON EXISTING NAMEPLATE IS KNOWN TO BE INCORRECT) and engineering by the Contractor's Engineer for all work.
- C. Remove all cathodic protection system components and primary power to first junction box.
- D. Upgrade the access, roof guardrail and other appurtenances to current regulations (including OSHA Standards and State Health Regulations) and these special provisions. The dimensions provided herein are intended to be general information. The Contractor shall field verify all dimensions prior to fabrication.
- E. The Contractor shall design, fabricate, and erect all aspects of the repairs pursuant to AWWA D100-21 (including Section 13 for seismic design), CBC 2022, California Department of Public Health Drinking Water Statutes, and all other applicable rules and regulations. NSF/ANSI 61 (including NSF 600), Standard for Drinking Water System Components shall apply. All contractor design calculations and drawings shall be stamped by a Registered Professional Civil or Structural Engineer with design experience on over 50 similar welded steel tanks.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 1205, Measurement and Payment
- C. Section 09800, Protective Coatings
- D. Section 13020, Replace Water Tank Roof

1.04 REFERENCES

The latest edition of standards and regulations herein form a part of this specification. Design details, repair methods, fabrication, erection, and all other aspects of the work and inspections shall conform to following Codes and Standards:

- A. AMERICAN WATER WORKS ASSOCIATION (AWWA)
 - 1. AWWA D100-21, AWWA Standard- Welded Carbon Steel Tanks for Water Storage
- B. CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)
 - 1. CBC 2022, California Building Code (including electrical, mechanical, etc.)
- C. NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)
 - 1. NACE SP0178-2007, Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service.
- D. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 - 1. ASCE/SEI 7, Minimum Design Loads For Buildings and Other Structures
- E. NATIONAL SANITATION FOUNDATION (NSF)
 - 1. NSF 61, Drinking Water System Components - Health Effects.
- F. AMERICAN PETROLEUM INSTITUTE (API)
 - 1. API 653, Tank Inspection, Repair, Alteration and Reconstruction, API Standard 653-2018 w/ Addendum 2 (2020)

1.05 SUBMITTALS

Engineering calculations shall be provided to show the adequacy of structural items where loads are specified by applicable industry standards. The design calculations and detailed drawings shall be signed by a Civil or Structural Engineer licensed to practice in the state of California.

- A. Tank roof structure and accessory drawings and supplemental information will include the following:
 - 1. Dimensional drawings indicating size and thickness of all members
 - 2. Attachment details
 - 3. List of appurtenances
 - 4. Fabrication details
 - 5. All details of welded joints. Weld joint details shall include, size, joint preparation, identification of field welds, and indication of welds requiring low hydrogen procedures.
- B. Welding Procedures
- C. Welder Certifications
- D. Mill Test Reports

PART 2 - PRODUCTS

2.01 PLATE AND SHEET

- A. Plate and sheet materials shall conform to the design requirements of AWWA D100.

2.02 TANK ACCESSORIES

A. ROOF VENT

Provide a 37-inch roof vent. The vent openings shall be concealed under the lid to reduce the number of air-borne particles allowed to enter the tank. The venting area shall be covered with an 8-mesh bronze insect screen. The vent covers shall be hinged and lockable to allow ease of opening for inspection and to help prevent unauthorized removal. The vent covers shall be made of fiberglass to allow installation and removal by two persons. With the lid off, the 37" diameter vent shall readily accept installation of common industrial fans for forced ventilation. To deter subversive damage, the screen clamping system is only accessible with the vent lid removed. All brackets, connection points, wear points, hinges and fasteners, shall be AISI 316 stainless steel. Stainless steel to carbon steel welds shall be completed with E309 stainless steel or another approved electrode.

B. ROOF GUARDRAIL

Roof guardrails shall be provided at the entire perimeter of the roof edge except the stairway platform opening. Size of posts and rails and the height of the guardrail assemblies shall comply with applicable state and federal regulations and AWWA D100. All guardrail and components shall be hot dip galvanized.

Guardrails shall be steel with a top rail, mid rail(s), and vertical posts. Spacing between vertical posts shall match existing and shall be spaced a maximum of 7'-0" apart. Guardrail shall include a 4" x 1/4" toeboard. The toeboards shall be provided with bolted attachment to allow removal for painting and maintenance. The Contractor shall notify the Owner's Representative for final inspection.

The guardrail opening at the stairway platform shall be protected with a self-closing safety gate such as Fabenco XL71-36 or equal. The gate shall provide a minimum of 22" of vertical coverage, be fabricated from A36 steel with stainless steel spring and shall be hot dip galvanized.

C. DOUBLE STRINGER STAIRWAY

Provide a spiral stairway that meets OSHA requirements. The double stringer stairway design shall eliminate unwelded inaccessible areas. The treads shall bolt to inner and outer stringers. Brackets and gussets shall clear all shell joints pursuant to AWWA D100 requirements. Treads shall be the bar grating type. Treads shall be 30" wide. Maximum riser per step shall be 8". Guardrailing and separate handrailing are required. All parts shall be hot dip galvanized for optimum corrosion resistance. The lower xx of the stairway shall have a climb resistant "cage". The entrance to the stairway shall include a lockable security gate.

D. LEVEL INDICATOR WITH STILLING WELL

The Contractor shall provide a target type liquid level indicator. The indicator board shall be a one-piece extruded 6" aluminum channel (existing aluminum channel may be re-used but w/ new indicator tape). A bolt together board will not be acceptable. The indicator tape shall be pre-printed solid vinyl. Painted markings are not acceptable. The level pointer "target" shall be made from 3/16" galvanized steel. The target shall be balanced to eliminate binding during target movement. The internal hollow float shall be made of heavy gauge stainless steel. The float shall be contained within a pvc stilling well that runs from 6" above the top of the overflow to 2" above the top of the tank bottom. The stilling well shall be attached at a minimum of two points to the tank shell using stainless steel clamps. The stainless clamps shall be painted and electrically isolated from the shell. Shell attachments shall be carbon steel flat bar or angle with a minimum size of 3/8" x 2". All parts, including cable conduits, tensioners, and bottom anchors, shall be made of corrosion resistant materials. The level gage shall be full length.

E. SQUARE ROOF HATCH

Provide a 39" square hinged roof hatch to comply with requirements of OSHA and AWWA D100 for fixed ladders. Stainless steel hinges and latches are required to protect inaccessible wear points. The internal ladder shall extend to, and be welded to, the inside of the roof hatch curb.

F. TANK NAME PLATE (REPLACEMENT ROOF)

The tank shall be provided with an additional new stainless steel name plate located over the manway designated by the owner's representative. At a minimum, the following information shall be engraved into the name plate in letters and numerals not less than 5/32 inch high:

1. Design Standard and date ref. "ROOF REPLACEMENT"
2. The year the tank roof was completed
3. Nominal height (feet and inches), EXISTING NAME PLATE SHOW 40' WHICH IS INCORRECT
4. Nominal diameter (feet and inches)
5. Design maximum operating level (feet and inches) for required freeboard.
6. Nominal capacity (gallons)
7. Fabricator and Erector

G. SPARE ROOF COUPLINGS

1. Install two extra heavy half couplings with plugs in the roof adjacent to the new roof hatch (location per owner representative).

H. WELDED PATCHES

PART 3 - EXECUTION

3.01 REMOVE EXISTING APPURTENANCES

- A. Remove the existing exterior ladder.

3.02 REMOVE EXISTING CATHODIC PROTECTION SYSTEM

- A. Remove all cathodic protection system components including all on-tank items such as conduit, wiring and anodes
- B. Remove all CP related items including the post adjacent to the tank and the mounted rectifier cabinet.
- C. Trace primary power back to the nearest junction box and pull existing wires out of the conduit between the junction box and the tank.
- D. Cap and abandon underground conduit in place.
- E. All work shall be done by a qualified person with a minimum qualification of a California licensed electrician pursuant to regulatory requirements.

3.03 GENERAL FABRICATION AND WELDING

- A. All corners and edges that are exposed upon completion of fabrication shall be finished to a minimum radius of 1/16" to optimize coating application. Finishing with grinding wheels may produce "hard" corners which are not acceptable. Grinders equipped with "soft pads" or sanding discs on rubber backing are often necessary to produce acceptable finishes without corners and edges.

3.04 WELD PROFILES AND FINISHING

- A. All weld spatter shall be removed prior to coating. Abrasive blasting is not reliable for removal of all weld spatter, so all weld spatter shall be removed as part of tank erection and prior to the start of abrasive blasting.
- B. Removal of Temporary Attachments
 - 1. All temporary and unnecessary brackets, lugs, and clips (such as those used during erection) shall be removed from the tank. Pits created during removal shall be repaired with consideration of minimum weld length and accepted welding procedures. Welded repairs shall be ground flush. Removal of temporary attachments shall be by grinding followed by sanding to smooth course grinding marks (deeper than 4 mils as measured with profile tape) and radius any angular transitions.

3.05 QUALITY

- A. Shop and field welding quality control shall be the responsibility of the Contractor. Weld quality assurance inspection will be provided by the Owner's Representative. Safe access and lighting are an important aspect of producing a quality product for both the contractor personnel and quality assurance personnel. Safe access, lighting, and assistance shall be provided by the Contractor for the Owner's Representative(s) using the Contractor's rigging and equipment to allow inspection or observation of all work. This shall be provided by the Contractor at no additional cost.

- B. The intent of nondestructive testing on this project is to confirm that welds meet the specified minimum requirements. Testing will be done by sampling welds of the most questionable quality, those under higher stress, or by random selection.

END OF SECTION

Section 13020

REPLACE WATER TANK ROOF

PART 1 - GENERAL

1.01 SUMMARY

- A. Replace corroded existing roof with a new fully seal welded formed panel roof for an existing flat-bottom welded steel potable water storage tank.

1.02 SCOPE

- A. The Contractor shall remove and recycle the existing roof and roof structure
- B. The Contractor shall provide a new roof and structure. The new roof shall be a formed structural roof panel system with exterior structure. The roof shall be fully seal welded on the interior and exterior. The tank roof and completed tank system shall be suitable to provide potable water storage and emergency (including post-earthquake fire suppression) service.
- C. The Contractor shall design, fabricate, coat and erect all aspects of the tank roof structure system, including the foundation (center column base plates), pursuant to AWWA D100-21 (including Section 13 for seismic design, CBC 2022, California Department of Public Health Drinking Water Statutes, and all other applicable rules and regulations). NSF/ANSI 61 (Standard for Drinking Water System Components) shall apply.
- D. All contractor design calculations and drawings shall be stamped by a registered Professional Civil or Structural Engineer with design experience on over 50 similar welded steel tanks.
- E. The Contractor may install a temporary shell opening "door sheet" (at their option) for improved access. The temporary door sheet shall conform to AWWA D100 and API 653 (latest). See Part 3, Execution-Quality for special radiographic testing requirements.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 01205, Measurement and Payment
- C. Section 13010, Upgrades to the Existing Tank
- D. Section 09800, Protective Coatings

1.04 REFERENCES

The latest edition of standards and regulations herein form a part of this specification. Design details, repair methods, fabrication, erection, and all other aspects of the work and inspections shall conform to following codes and standards:

- A. AMERICAN WATER WORKS ASSOCIATION (AWWA)

1. AWWA D100-21, AWWA Standard- Welded Carbon Steel Tanks for Water Storage
2. AWWA C652-19, AWWA Disinfection of Water-Storage Facilities
- B. CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)
 1. CBC 2022, California Building Code
- C. NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)
 1. Standard RP0178-91, Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service
- D. ASTM INTERNATIONAL
 1. ASTM A53/A53M, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- E. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 1. ASCE/SEI 7, Minimum Design Loads for Buildings and Other Structures
- F. AMERICAN PETROLEUM INSTITUTE (API)
 1. API 653-Latest, Tank Inspection, Repair, Alteration and Reconstruction
- G. AMERICAN WELDING SOCIETY (AWS)
 1. AWS D1.1:2010 Structural Welding Code - Steel
- H. NATIONAL SANITATION FOUNDATION (NSF)
 1. NSF 61, Drinking Water System Components - Health Effects

1.05 DEFINITIONS

- A. Roof Structure: For the purposes of this project, roof structure includes all portions of the roof plate and roof support system between the existing shell and the tank bottom. This includes rafter attachments at the shell, roof plate with integral (formed) rafters, rafter bracing, center support, center column and base plate(s).

1.06 SUBMITTALS

- A. Engineering calculations. These will show the structural adequacy of all significant design items on the roof structure including but not limited to support of the roof plate considering its existing thickness, "rafter" sizing, center support, column(s) and base plate(s). The Contractor shall provide additional design calculations to show structural adequacy of additional structural items where structural loads are specified by applicable regulations or industry standards. The design calculations and detailed drawings shall be signed and stamped by a Civil or Structural Engineer licensed to practice in the state.
- B. Drawings and supplemental information. These will include: dimensional drawings (indicating size and thickness of all members), attachment details, fabrication details, testing and inspection requirements and all details of welded joints. Weld joint details shall

include size, joint preparation, identification of field welds and indication of welds requiring low hydrogen procedures.

- C. Welding Procedures (including method for determining flare-groove weld size).
- D. Welder Certifications
- E. Mill Test Reports (including columns, roof plate/"rafters", base plates)
- F. Temporary door sheet design and details drawings (if Contractor selects to use door sheet(s)).

1.07 DESIGN INFORMATION

- A. Diameter: Approximately 40'-0". Dimension shall be confirmed by the Contractor
- B. Shell Height: Approximately 32'-0". Dimensions shall be confirmed by the Contractor (40FT DIMENSION SHOWN ON EXISTING NAME PLATE IS KNOWN TO BE INCORRECT).
- C. The center base plates shall be designed pursuant to 900 psf net allowable soil bearing pressure (in addition to the weight of water).
- D. Roof Type: cone
- E. Roof Structure:
 - 1. The roof shall be a "single bay" design.
 - 2. Roof structure shall be integrally formed with roof plate. The structural sections shall be on the topside of the roof.
 - 3. The roof design shall use a center support that allows access to all areas of the structure for seal welding, coating and inspection.
 - 4. The minimum thickness of the roof shall be ¼".
 - 5. The lowest column base plate shall be a minimum of ¾ inch thick. The column shall have "end plates" that are retained laterally but shall be a "floating design" (not welded to the tank bottom).
 - 6. Lowest column base plate(s) shall be welded to the bottom but shall have a floating upper plate.
 - 7. All nuts and bolts in the roof structure shall be hot dip galvanized.
- F. Roof live load: 20 psf
- G. Roof plate minimum thickness: 1/4"
- H. Roof slope: 1" in 12"
- I. Seismic
 - 1. Per ASCE/SEI 7-22

2. Risk Category: IV
 3. Mechanically Anchored: Yes (existing)
 4. Calculate the required freeboard and new maximum operating level. See Paint section for labeling exterior shell at the level gauge and upgrades for new nameplate.
- J. Temporary door sheet: If used, door sheet design shall conform to API 653.

PART 2 - PRODUCTS

2.01 BASE PLATES

- A. Plate shall conform to the design requirements of AWWA D100 and ASTM A36

2.02 STRUCTURAL SHAPES

A. COLUMN(S)

Columns shall be round tubular with minimum thickness of $\frac{1}{4}$ ". Pipe shall conform to the design requirements of AWWA D100 and ASTM A53.

B. RAFTERS

Integral rafters – See plate and sheet.

2.03 PLATE AND SHEET

- A. Plate and sheet materials shall conform to the design requirements of AWWA D100.

PART 3 - EXECUTION

3.01 NEW FORMED PANEL ROOF

A. Removal of Existing Roof and Structure

1. All connections between the existing roof plate and structure and the tank shall be removed with care to preserve and protect the compression ring, shell, and tank bottom. The roof plate connection weld at the compression ring (horizontally oriented flat bar at the top of the shell) shall be ground flush. The top corners of the compression ring shall be radiused ($\frac{1}{16}$ ") as specified in "General Fabrication and Welding - Finishing Corners and Edges".
2. The existing compression ring flat bar is known to not be sloped to match the roof pitch. The flat bar slope shall be adjusted using a procedure that preserves the roundness of the shell. An example procedure would be to cut the compression ring radially at an appropriate spacing (approximately 15'), form (bend) downward to match the roof slope and re-weld the butt joints. The finished condition shall eliminate ponding and provide an acceptable fit-up on the interior side of the shell to roof joint.
3. Existing rafter - shell connection brackets ("clips") shall be cut off and remaining welds shall be ground flush.
4. Existing base plates shall be cut off and remaining welds shall be ground flush.

5. Pits created during removal shall be repaired with consideration of minimum weld length and accepted welding procedures. Welded repairs shall be ground flush. Removal of temporary attachments shall be by grinding followed by sanding in order to smooth coarse grinding marks (deeper than 4 mils as measured with profile tape) and radius any angular transitions.
- B. The new roof and structure shall be installed pursuant to the Contractor's design drawings and all joints or inaccessible areas on the interior and exterior shall be fully seal welded.
- C. Flare bevel and other groove welds shall be completed pursuant to specific welding procedures that allow and assure completion and verification of the design weld size. Minimum parameters required for design weld sizes shall be specified.

3.02 QUALITY

- A. Shop and field welding quality control shall be the responsibility of the Contractor. Quality assurance inspection oversight and CBC required special inspection will be provided by the Owner's Representative. To help insure effective and efficient oversight, the Owner's quality assurance shall be conducted by or under the oversight of an experienced tank design engineer with minimum qualifications of a California PE Registration and AWS Certified Welding Inspector. Safe access and lighting are an important aspect of producing a quality product for both the contractor personnel and quality assurance personnel. Safe access, lighting, and assistance shall be provided by the Contractor for the Owner's Representative(s) using the Contractor's rigging and equipment to allow inspection or observation of all work. This shall be provided by the Contractor at no additional cost. The Contractor shall provide written notification to the Owner's Representative at least 48 hours in advance of the start or re-start of each work phase.
- B. Radiographic testing and other AWWA D100 required nondestructive testing shall be provided at the expense of the Contractor. The intent of nondestructive testing on this project is to confirm that welds meet the specified minimum requirements. Radiography shall be conducted pursuant to the requirements of AWWA D100 with the following changes: 100% of all the vertical and horizontal shell welds used to replace the door sheet shall be radiographed. The quantity of locations for radiography in other locations shall be increased by adding one additional location on each of the vertical joints in the lowest two shell rings; the locations for all radiographic testing shall be selected by the Owner's Representative. For each weld where quality is found to be unacceptable, the AWWA D100 procedure will be followed regarding additional locations and two supplementary radiographs shall be taken at locations selected by the owner's representative (in addition to the "tracer" locations required by AWWA D100). A copy of the radiographic inspection report shall be provided to the Owner's Representative.

3.03 GENERAL FABRICATION AND WELDING

- A. Finishing of Corners and Edges

All corners and edges that are exposed upon completion of fabrication shall be finished to a minimum radius of 1/16" to optimize coating application. Finishing with grinding wheels may produce "hard" corners which are not acceptable. The Contractor shall use grinders equipped with "soft pads" or sanding discs on rubber backing where required to produce acceptable finishes and rounding of corners and edges.

B. Weld Profiles and Finishing

The maximum weld reinforcement allowed by AWWA D100 shall be reduced by 1/32" for all butt joints on this project. Weld reinforcement shall transition to the base metal in a manner that minimizes the mechanical notch at the toe of the weld. The maximum angle between the weld reinforcement and the adjoining base metal shall be 45 degrees. Welds with a less gradual transition shall be repaired by grinding followed by sanding to smooth course grinding marks (deeper than 4 mils as measured with profile tape) and radius any angular transitions.

All weld spatter shall be removed prior to coating. Abrasive blasting is not reliable for removal of all weld spatter so all weld spatter shall be removed as a part of tank erection and prior to the start of abrasive blasting.

C. Removal of Temporary Attachments

All temporary and unnecessary brackets, lugs, and clips, such as those used during erection, shall be removed from the tank. Pits created during removal shall be repaired with consideration of minimum weld length and accepted welding procedures. Welded repairs shall be ground flush. Removal of temporary attachments shall be by grinding followed by sanding in order to smooth course grinding marks (deeper than 4 mils as measured with profile tape) and radius any angular transitions.

3.04 DOOR SHEET

A. If the Contractor chooses to use a door sheet (temporary shell opening), the removal and installation shall be pursuant to API 653 and the following:

1. All welding shall be with low hydrogen processes.
2. Plate edges shall be built up with low hydrogen electrode to replace material lost in the kerf of the cut during the removal of the door sheet. This must be done prior to beveling. The purpose is to help prevent a flat spot in the shell upon replacement.
3. See Quality section for special radiography requirements.

END OF SECTION

PART IV

APPENDICES

APPENDIX A

COATINGS HEAVY METALS TESTING



METALS IN COATING SURVEY REPORT



Oceano Community Services District Tank Farm

1935 19th Street

Oceano, CA 93445

May 3, 2023

Prepared by:

Mike Bruffey
Asbestos Inspections SLO
9517 Carmel Road
Atascadero, CA 93422
Phone: (805) 235-0582

Prepared for:

William Bellis
Advantage Technical Services, Inc.
6661 Fern Canyon Road
San Luis Obispo, CA 93401
(805) 748-6726

9517 Carmel Road, Atascadero, CA 93422 – (805) 235-0582 – bruffey@att.net



Asbestos Inspections of SLO

www.sloasbestos.com

9517 Carmel Road, Atascadero, CA 93422

Phone: (805) 235-0582

Email: bruffey@att.net

May 3, 2023

William Bellis
Advantage Technical Services, Inc.
6661 Fern Canyon Road
San Luis Obispo, CA 93401
(805) 748-6726 | wbellis.ats@gmail.com

Re: Metals in Small Water Tank Coating Report Summary
1935 19th Street, Oceano, CA 93445

I have completed the requested coating sampling survey on the small water tank located in the Oceano Community Services District water tank farm. The smaller of the two water tanks are scheduled for maintenance to repair corroded portions prior to recoating. The paint/coating is in poor condition and several areas with severe corrosion were noted.

This survey on April 26, 2023, involved sampling, cataloging, and analyzing coatings collected from the number 1 tank ring and the top to test for the presence of lead, chromium, and cadmium by ICP (inductively coupled plasma) laboratory analysis. Two samples were obtained: one from the north side ring and one from the top section. Relatively low levels of all three metals were detected in both samples. Results can be found in the Summary of Lab Results section of this report.

AISLO appreciates the opportunity to perform these services for you and look forward to working with you on future projects. If you have any questions or comments regarding the information contained in this report or I can be of further assistance, please contact me by phone or email.

Sincerely,

Mike Bruffey
Owner
Asbestos Inspections SLO - AISLO
CDPH Certified Lead Inspector Assessor – LRC-00003723

9517 Carmel Road, Atascadero, CA 93422 – (805) 235-0582 – bruffey@att.net

PURPOSE AND SCOPE OF SERVICES

This survey and inspection involved collecting a limited number of paint/coating samples in various locations for lead, chromium, and cadmium content. The following is a detailed description of the work performed at this location.

1. For each sample, the following information was documented:
 - a) Sample Location
 - b) Sample Description
 - c) Condition of Material

2. Submission of samples to an EPA accredited lab for analysis that provides a report containing:
 - a) Sample identification number (AISLO)
 - b) Laboratory sample identification number
 - c) Analytical technique
 - d) Quality control procedures
 - e) The amount of Pb, Cr, and Cd in weight percent (mg/kg)

3. Analyze the laboratory sample results and produce a comprehensive written report that includes:
 - Applicable Definitions
 - Summary Report of Analysis
 - Conclusions and Recommendations
 - Limitations and Disclaimers
 - Metals Analysis of Paints – Laboratory Report
 - Analysis Request Form - Chain of Custody
 - Credentials – Inspector

APPLICABLE DEFINITIONS

Abatement – any set of measures designed to reduce or eliminate lead hazards or lead-based paint for public and residential buildings but does not include containment or cleaning.

Component – a structural element or fixture, such as a wall, floor, ceiling, door, window, molding, trim, railing, cabinet, gutter, or downspout.

Deteriorated Lead-Based Paint – lead-based paint or presumed LBP that is cracking, chalking, flaking, chipping, peeling, non-intact, failed or otherwise separating from a component.

Lead-Based Paint – paint or other surface coatings that contain an amount of lead equal to or in excess of:

- (a) one milligram per square centimeter (1.0 mg/cm²)
- (b) half of one percent (.5%) by weight (5000 parts per million (ppm))

Lead Hazard – deteriorated lead-based paint, lead contaminated dust, lead contaminated soil, disturbing lead-based paint or presumed lead-based paint without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.

Lead-Related Construction Work – any construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation, and cleanup, that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead.

Presumed Lead-Based Paint – paint or surface coating affixed to a component in or on a structure constructed prior to January 1, 1978.

Renovation, Repair and Painting Rule (RRP) – requires that firms performing renovation, repair, and painting projects that disturb lead-based paint in homes, child care facilities and pre-schools built before 1978 have their firm certified by EPA, use certified renovators who are trained by EPA-approved training providers and follow lead-safe work practices.

SUMMARY OF LAB RESULTS – CADMIUM, CHROMIUM, AND LEAD

A total of 2 samples were collected, documented, and sent to SGS Forensic Laboratories in Carson, CA to be analyzed for metals content using Method Reference EPA 3050B/6010B.

Sample#	Location	Description	Metal Content PPM
OCSD-1	Ring #1	Multi-layer coating - CADMIUM	6
OCSD-1	Ring #1	Multi-layer coating - CHROMIUM	26
OCSD-1	Ring #1	Multi-layer coating - LEAD	46
OCSD-2	Top of Tank	Multi-layer coating - CADMIUM	60
OCSD-2	Top of Tank	Multi-layer coating - CHROMIUM	18
OCSD-2	Top of Tank	Multi-layer coating - LEAD	410

As a comparison (for lead only), the EPA and CDPH consider a material to be lead-based paint when it exceeds .5% or 5,000 ppm. In addition, the Consumer Product Safety Commission (CPSC) set a limit of .009% or 90 ppm of lead in paint for children’s toys and Cal/OSHA regulates workers who disturb lead coated surfaces at any detectable lead level.

CONCLUSIONS AND RECOMMENDATIONS

Low levels of cadmium, chromium, and lead were detected in both samples analyzed by the lab. The paint/coating was in poor condition and no lead hazards were noted. I recommend any contractor conducting work which will disturb painted surfaces receive proper notification of the metals content of the paint/coating surfaces prior to demolition or any activity which will disturb the material. All lead related work should be conducted in compliance with the Cal/OSHA (Title 8, Section 1532.1) and EPA regulations.

Precautions should also be taken even though low levels of cadmium and chromium were detected in the coating. For contractors removing any coatings, the PEL for cadmium and chromium ($5 \mu\text{g}/\text{m}^3$), calculated as an eight-hour time-weighted average exposure (TWA) should not be exceeded. All work should be conducted in compliance with the Cal/OSHA (Title 8, Section 1532 and 1532.2 and EPA regulations. These sections can be found at <https://www.dir.ca.gov/title8/1532.html> and https://www.dir.ca.gov/title8/1532_2.html Additional information about chromium can be found at <https://www.osha.gov/hexavalent-chromium>

LIMITATIONS AND DISCLAIMERS

The findings and conclusions rendered in this report are opinions based on the scope of work authorized by the client and laboratory analysis of the tank surface coatings during this inspection. This report does not reflect variations which may exist between sampling points. These variations cannot be anticipated, nor could they be entirely accounted for, despite exhaustive additional testing. My work has been performed in accordance with generally accepted practices in the field of lead consultation.

Enclosed with this report are the following documents:

Metals Analysis of Paints (Laboratory Report)
Analysis Request Form (Chain of Custody)
Credentials – Inspector

Metals Analysis of Bulks - TTLC

(AIHA-LAP, LLC Accreditation, Lab ID #101629)

Asbestos Inspections of SLO
Mike Bruffey
9517 Carmel Road

Atascadero, CA 93422

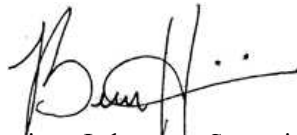
Client ID: L1985
Report Number: M250250
Date Received: 04/27/23
Date Analyzed: 05/02/23
Date Printed: 05/02/23
First Reported: 05/02/23

Job ID / Site: Oceano Com. Service District Water Tank; 1935 19th Street, Oceano, Ca
Date(s) Collected: 04/26/2023

SGSFL Job ID: L1985
Total Samples Submitted: 2
Total Samples Analyzed: 2

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
OCSD-1	LM248654	Cd	6	mg/kg	2	EPA 3050B/6010B
		Cr	26	mg/kg	2	EPA 3050B/6010B
		Pb	46	mg/kg	3	EPA 3050B/6010B
OCSD-2	LM248655	Cd	60	mg/kg	3	EPA 3050B/6010B
		Cr	18	mg/kg	2	EPA 3050B/6010B
		Pb	410	mg/kg	3	EPA 3050B/6010B

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.



Beatriz Hinojosa, Laboratory Supervisor, Carson Laboratory

Analytical results and reports are generated by SGS Forensic Laboratories at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS Forensic Laboratories to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS Forensic Laboratories. The client is solely responsible for the use and interpretation of test results and reports requested from SGS Forensic Laboratories. SGS Forensic Laboratories is not able to assess the degree of hazard resulting from materials analyzed. SGS Forensic Laboratories reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Any modifications that have been made to referenced test methods are documented in SGS Forensic Laboratories' Standard Operating Procedures Manual. Sample results have not been blank corrected. Quality control and sample receipt condition were acceptable unless otherwise noted.

Note* Sampling data used in this report was provided by the client as noted on the associated chain of custody form.

Client Name & Address: Asbestos Inspections of SLO 9517 Carmel Road Atascadero, CA 93422		Client No.: L1985	PO / Job#:	Date: 4-26-23
Contact: Mike Bruffey		Phone: (805) 235-0582	Turn Around Time: Same Day / 1Day / 2Day / 3Day / 4Day / 5Day	
E-mail: bruffey@att.net		<input type="checkbox"/> PCM: <input type="checkbox"/> NIOSH 7400A / <input type="checkbox"/> NIOSH 7400B <input type="checkbox"/> Rotometer <input type="checkbox"/> PLM: <input type="checkbox"/> Standard / <input type="checkbox"/> Point Count 400 - 1000 / <input type="checkbox"/> CARB 435 <input type="checkbox"/> TEM Air: <input type="checkbox"/> AHERA / <input type="checkbox"/> Yamate2 / <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> TEM Bulk: <input type="checkbox"/> Quantitative / <input type="checkbox"/> Qualitative / <input type="checkbox"/> Chatfield <input type="checkbox"/> TEM Water: <input type="checkbox"/> Potable / <input type="checkbox"/> Non-Potable / <input type="checkbox"/> Weight % <input type="checkbox"/> TEM Microvac: <input type="checkbox"/> Qual / <input type="checkbox"/> D5755(str/area) / <input type="checkbox"/> D5756(str/mass)		
Site Name: Oceano Com. Service District Water Tank		<input type="checkbox"/> IAQ Particle Identification (PLM LAB) <input type="checkbox"/> PLM Opaques/Soot <input type="checkbox"/> Particle Identification (TEM LAB) <input type="checkbox"/> Special Project		
Site Location: 1935 19th Street, Oceano, CA		<input checked="" type="checkbox"/> Metals Analysis Matrix: Paint Method: ICP Analytes: LEAD & CHROMIUM & CADMIUM		
Comments: Email results to: bruffey@att.net				<input type="checkbox"/> Silica in Air <input type="checkbox"/> w/Gravimetry <input type="checkbox"/> Quartz Only

Sample ID	Date / Time	Sample Location / Description	FOR AIR SAMPLES ONLY				Sample Area / Air Volume
			Type	Time On/Off	Avg LPM	Total Time	
OCSD-1	4-26-23 7:30	North side Ring 1/Blue/green/beige paint	A P C				
OCSD-2	↓	Tank Top/Blue/green paint	A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				
			A P C				

Sampled By: Mike Bruffey	Date/Time: 4-26-23	Shipped Via: <input checked="" type="checkbox"/> Fed Ex <input type="checkbox"/> UPS <input type="checkbox"/> US Mail <input type="checkbox"/> Courier <input type="checkbox"/> Drop Off <input type="checkbox"/> Other:	
Relinquished By: Mike Bruffey	Date / Time: 4-26-23 @ 2:30	Relinquished By:	Relinquished By:
Received By: Jaime Contreras	Date / Time: 4-27-23 / 9:25 AM	Received By:	Received By:
Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition Acceptable? <input type="checkbox"/> Yes <input type="checkbox"/> No

SGS Forensic Laboratories may subcontract client samples to other SGSFL locations to meet client requests.
 San Francisco Office: 3777 Depot Road, Suite 409, Hayward, CA 94545-2761 • Phone: 510/887-8828 • 800/827-3274
 Los Angeles Office: 20535 South Belshaw Ave., Carson, CA 90746 • Phone: 310/763-2374 • 888/813-9417
 Las Vegas Office: 6765 S. Eastern Avenue, Suite 3, Las Vegas, NV 89119 • Phone: 702/784-0040



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Michael Bruffey

CERTIFICATE TYPE:

Lead Inspector/Assessor

NUMBER:

LRC-00003723

EXPIRATION DATE:

12/19/2023

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

APPENDIX B

PROJECT DRAWINGS

OCEANO COMMUNITY SERVICES DISTRICT PLANS FOR THE CONSTRUCTION OF THE WATER STORAGE TANK REHABILITATION PROJECT



DRAWING TABLE OF CONTENTS

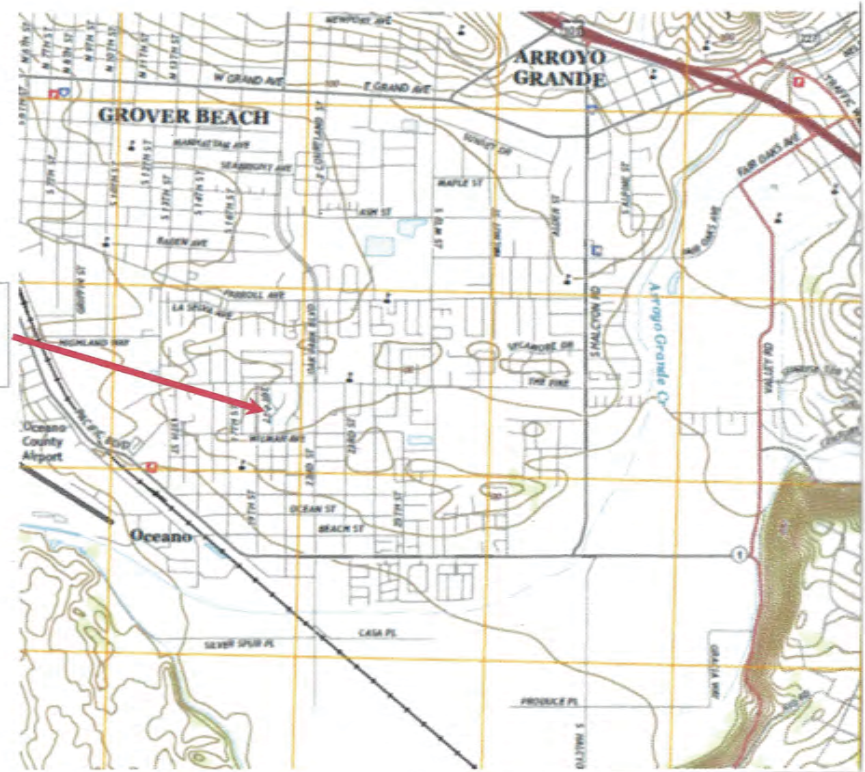
1. COVER SHEET
2. VICINITY AND LOCATION MAPS
3. NOTES
4. NOTES
5. TANK PLAN
6. ROOF STRUCTURE
7. ROOF VENT AND ROOF HATCH DETAILS
8. SPIRAL STAIRS
9. STAIR CAGE







ADVANTAGE TECHNICAL SERVICES, INC.
805-595-2282
ATS-SLO.COM



PROJECT SITE



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REVISIONS	DATE	 ADVANTAGE TECHNICAL SERVICES, INC 805-595-2282 ATS-SLO.COM	DESIGNED BY: WB	DRAWN BY: DC	CHECKED BY: JB	RECOMMENDED: TONY MARRACCINO - UTILITY SYSTEMS MANAGER	 OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET: 2 OF 9
Agenda Item 7D	00/00/00		PREPARED UNDER THE DIRECTION OF:  WILLIAM BELLIS P.E.	7/28/2023	APPROVED:  TONY MARRACCINO - UTILITY SYSTEMS MANAGER	VICINITY AND LOCATION MAPS Attachment - Plans and Specifications		SCALE: VARIES



Address:
Oceano
California,

ASCE 7 Hazards Report

Standard: ASCE/SEI 7-22 Latitude: 35.09884
 Risk Category: IV Longitude: -120.61248
 Soil Class: Default Elevation: 22.58911449253668 ft (NAVD 88)

Seismic Default

Site Soil Class:

Results:

PGA _M :	0.54	T _L :	8
S _{MS} :	1.37	S _S :	1.15
S _{M1} :	0.93	S ₁ :	0.37
S _{DS} :	0.92	V _{S30} :	260
S _{D1} :	0.62		

Seismic Design Category: D

STATEMENT OF SPECIAL INSPECTIONS

THE OWNER SHALL EMPLOY THE SERVICES OF A REGISTERED PROFESSIONAL ENGINEER TO PROVIDE STRUCTURAL OBSERVATIONS AS DEFINED IN SECTION 1702 OF THE CALIFORNIA BUILDING CODE. THE STRUCTURAL OBSERVER SHALL PROVIDE OBSERVATION OF ERECTION PRACTICES DURING THE FOLLOWING PROCESSES:

1. FIELD WELDING OF WELDING - TWO SITE VISITS MINIMUM

SCHEDULE OF INSPECTION, TESTING AGENCIES AND INSPECTORS

THE FOLLOWING ARE THE TESTING AGENCIES AND SPECIAL INSPECTORS THAT WILL BE RETAINED TO CONDUCT TESTS AND INSPECTIONS ON THIS PROJECT:

SPECIAL INSPECTION FOR WELDING
 ADVANTAGE TECHNICAL SERVICES, INC
 6661 FERN CANYON RD.
 SAN LUIS OBISPO, CA



COUNTY OF SAN LUIS OBISPO
 DEPARTMENT OF PLANNING & BUILDING
 Statement Of Required Special Inspections

BLD-1032
 08/02/2019

The Statement Of Required Special Inspections *imprinted on the plan sheet shall be unique to the specific project identifying only the inspections as required.*

Project Address: 1935 Wilmar (physically on 19th st.) Permit No.:

Notation Used In Table:

Column headers:

- C Indicates continuous inspection is required.
- P Indicates periodic inspections are required. The notes and or contract documents should clarify.

Notes Applicable standards as referenced from the California Building Code

Box entries:

- X Is placed in the appropriate column to denote either "C" continuous or "P" periodic inspections.
- Denotes an activity that is either a one-time activity or one whose frequency is defined in some other manner.
- Selection box of required special inspections identified with an X by design professional.

Additional detail regarding inspections and tests are provided in the project specification or notes on the drawings.

Verification and Inspection	C	P	Notes
<input checked="" type="checkbox"/> 1704.2.5 - Inspect fabricator's fabrication and quality control procedures.			
<input type="checkbox"/> 1704.2.5.1 - Certificate of Compliance from Approved Fabricator			

Statement Of Required Special Inspections

<input type="checkbox"/> 1) Complete penetration groove welds 5/16" or greater in risk category III or IV.		---	UT on 100%, may reduce to 25% per AISC 360, N5e
<input type="checkbox"/> 2) Complete penetration groove welds 5/16" or greater in risk category II.		---	UT on 10%, may increase to 100% per AISC 360, N5f
<input type="checkbox"/> 3) Thermally cut surfaces of access holes when material t > 2".		---	
<input type="checkbox"/> 4) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1.		---	
<input type="checkbox"/> 5) Fabricator's NDT reports when fabricator performs NDT.		---	AISC 360, N5d
<input type="checkbox"/> 5. Structural steel bolting:			
<input type="checkbox"/> a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-1.)		---	
<input type="checkbox"/> b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2.)		---	
<input type="checkbox"/> c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3.)		---	
<input type="checkbox"/> 6. Inspection of steel elements of composite construction prior to concrete placement in accordance with QA tasks listed in AISC 360, Table N6.1.		---	

Statement Of Required Special Inspections

Verification and Inspection	C	P	Notes
<input checked="" type="checkbox"/> Table 1705.2 - Structural Steel (AISC 360 and AISC 341)			
<input checked="" type="checkbox"/> 1. Fabricator and erector documents (Verify reports and certificates as listed in AISC, chapter N, paragraph N, paragraph 3.2 for compliance with construction documents.)			
<input checked="" type="checkbox"/> 2. Material verification of structural steel.		X	
<input checked="" type="checkbox"/> 3. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents.			X
<input checked="" type="checkbox"/> 4. Structural steel welding:			
<input type="checkbox"/> a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1.)			---
<input checked="" type="checkbox"/> b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2.)			---
<input checked="" type="checkbox"/> c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3.)			---
<input type="checkbox"/> d. Nondestructive testing (NDT) of welded joints:			EXCEPTION: NDT of welds completed in an approved fabricator's shop. See AISC 360, N7

Statement Of Required Special Inspections

Verification and Inspection	C	P	Notes
<input type="checkbox"/> Table 1705.2.2 - Verification of Steel Construction Other Than Structural Steel			
<input type="checkbox"/> 1. Material verification of cold-formed steel deck:			
<input type="checkbox"/> a. Identification markings to conform to ASTM standards specified in the approved construction documents.		X	Applicable ASTM material standards.
<input type="checkbox"/> b. Manufacturer's certified test reports.		X	
<input type="checkbox"/> 2. Inspection of welding:			
<input type="checkbox"/> a. Cold-formed steel deck:			
<input type="checkbox"/> 1) Floor and roof deck welds.		X	AWS D1.3
<input type="checkbox"/> b. Reinforcing steel:			
<input type="checkbox"/> 1) Verification of weldability of reinforcing steel other than ASTM A 706.		X	AWS D1.4, ACI 318: Section 3.5.2
<input type="checkbox"/> 2) Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special structural walls of concrete and shear reinforcement.		X	AWS D1.4, ACI 318: Section 3.5.2
<input type="checkbox"/> 3) Shear reinforcement.		X	AWS D1.4, ACI 318: Section 3.5.2
<input type="checkbox"/> 4) Other reinforcing steel.		X	AWS D1.4, ACI 318: Section 3.5.2

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REVISIONS	DATE		DESIGNED BY:	DRAWN BY:	CHECKED BY:	RECOMMENDED:		OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET:
	00/00/00		WB	DC	JB	TONY MARRACCINO -UTILITY SYSTEMS MANAGER			3 OF 9
Agenda Item 7D		ADVANTAGE TECHNICAL SERVICES, INC 805-595-2282 ATS-SLO.COM	PREPARED UNDER THE DIRECTION OF: WILLIAM BELLIS P.E.	7/28/2023	APPROVED:	Page 82 of 199		NOTES	SCALE:
				October 11, 2023	GENERAL MANAGER			Attachment - Plans and Specifications	VARIES

SITE SAFETY AND ENVIRONMENTAL CONTROLS

ABBREVIATIONS

1.01 Noise

- A. Noise generated from equipment operating overnight including generators, pumps and dehumidification shall not exceed 75 dB at all property lines.
- B. Construction activities shall be restricted to the hours of 7:00AM to 5:00PM Monday through Friday. No construction shall occur on Saturday or Sunday. On-site equipment maintenance and servicing shall be confined to the same hours.
- C. All construction equipment utilizing internal combustion engines shall be required to have mufflers that are in good condition and tuned according to the manufacture's recommendations. Stationary noise sources shall utilize noise reducing engine housing enclosures or noise screens.

1.02 OSHA Compliance.

- A. Contractor shall comply with all applicable regulations including state and federal OSHA and these Special Provisions.
- B. Contractor is responsible for complying with Cal/OSHA regulations for lead in construction in accordance with California Code of Regulations, California Title 8, Section 1532.1.
- C. The costs for complying with all OSHA requirements shall be considered as included in the various contract prices paid and no additional compensation will be allowed. Contractors are encouraged to take lead samples in advance by arrangement with the owner.

1.03 Housekeeping and Cleanup

- A. At the end of each work day, dust and abrasive shall be removed from the surfaces and surrounding areas. Spent abrasive shall be stored in temporary storage containers on site pursuant to Best Management Practices and Best Pollution Prevention Practices listed under federal and state guidelines.
- B. The site shall be maintained free of unnecessary accumulations of tools, equipment, surplus materials, and debris. Equipment maintenance and spill prevention procedures shall be adequate to prevent spills and leaks.
- C. Upon completion of the work, the Contractor shall remove all excess materials, equipment, containers, and waste from the job site. Coating spots or stains shall be removed from adjacent surfaces and surfaces repaired if needed. As work proceeds, promptly remove all coating that is spilled, splashed, or splattered. Collect empty containers, rags, waste material, and debris and store or remove from the site as appropriate.




1.04 Access, Containment and Protection

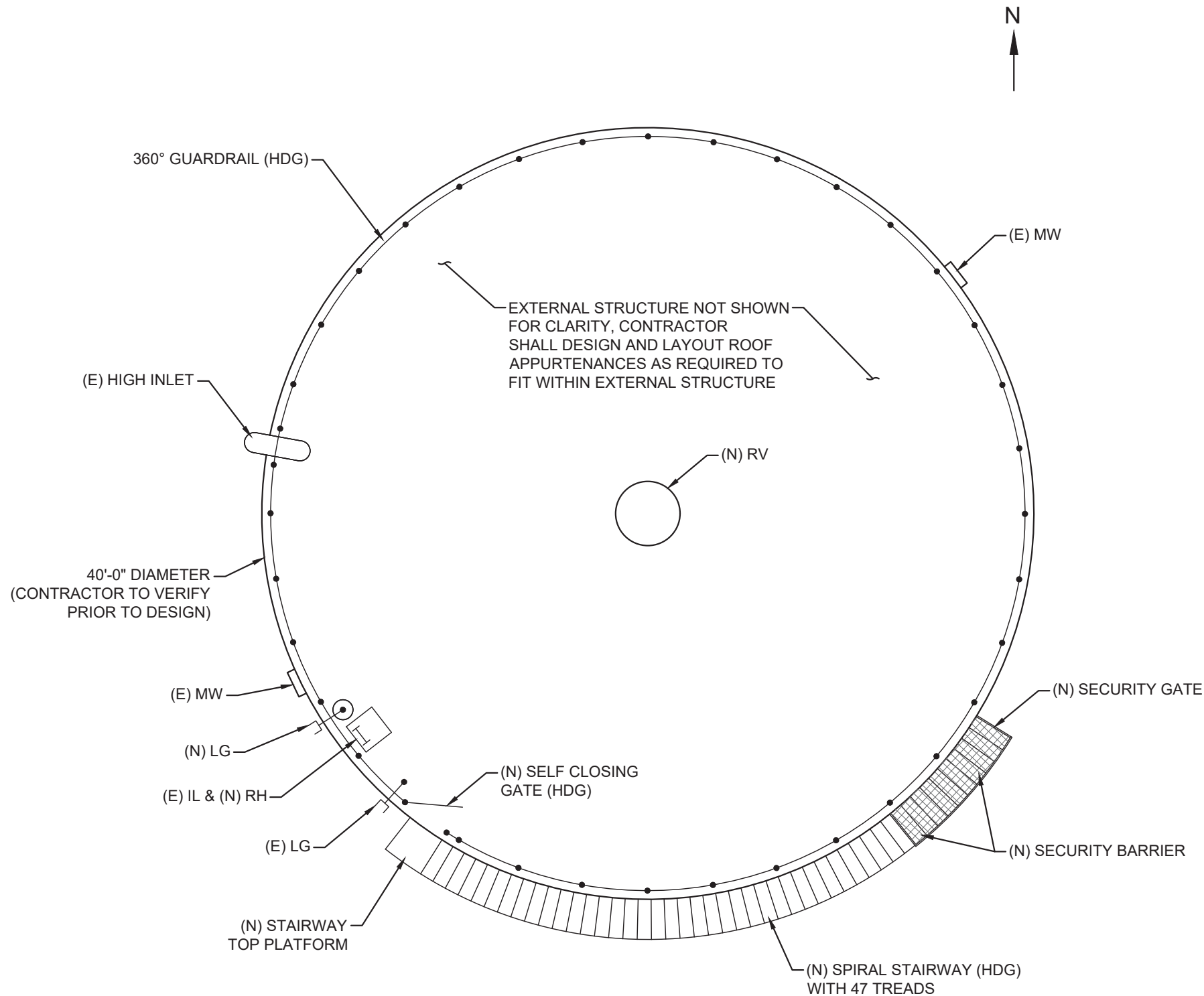
- A. The Contractor shall provide scaffolding or other access and fall protection anchors to allow safe access for Contractor personnel, inspection personnel and others as appropriate
- B. The tank is situated near residences. All surface drains and swales lead directly onto the adjacent land, or to creeks and the ocean. Contractor shall protect all work sites and all drainage inlets from pollutants and illegal discharges.
- C. The work will be conducted in and around operational equipment and adjacent to residences. The Contractor shall provide containment or mitigation of air-born dust, overspray and other contaminants to protect the existing equipment, facilities and neighboring properties from dust, overspray pursuant to regulatory requirements.

- AB ANCHOR BOLT
- AC ASPHALTIC CONCRETE
- ACI AMERICAN CONCRETE INSTITUTE
- AL ALUMINUM
- ASTM AMERICAN SOCIETY FOR TESTING AND MATERIALS
- AWS AMERICAN WELDING SOCIETY
- BFV BUTTERFLY VALVE
- BLDG BUILDING
- BM BEAM
- BRG BEARING
- CB CATCH BASIN
- CFM CUBIC FEET PER MINUTE
- CJ CONSTRUCTION JOINT
- CL CENTER LINE
- CLR CLEARANCE
- CMLSP CEMENT MORTAR LINED STEEL PIPE
- CMU CONCRETE MASONRY UNIT
- COL COLUMN
- CONC CONCRETE
- CONN CONNECTION
- CONT CONTINUOUS
- CORP CORPORATION
- CP CATHODIC PROTECTION
- CTR CENTER
- CU FT CUBIC FOOT
- CU IN CUBIC INCH
- CU YD CUBIC YARD
- CV CHECK VALVE
- DIA DIAMETER
- DR DRAIN
- DWG DRAWING
- E EXISTING
- EA EACH
- EL ELEVATION
- ELB, ELLELBOW
- ENGR ENGINEER
- EQL SP EQUALLY SPACED
- EXP JT EXPANSION JOINT
- EXST EXISTING
- F FEMALE
- FB FLAT BAR
- FCO FLUSH CLEAN OUT
- FD FLOOR DRAIN

- FG FINISHED GRADE
- FRP FIBER REINFORCED PLASTIC
- FTG FOOTING
- GPM GALLONS PER MINUTE
- HDG HOT DIP GALVINIZED
- HORIZ HORIZONTAL
- HSS HOLLOW STRUCTURAL STEEL
- I.F. INSIDE FACE
- I/O INLET OUTLET
- IN. INCH
- INV INVERT
- JT JOINT
- LG LEVEL GAGE
- LONG. LONGITUDINAL
- M MALE
- MAX MAXIMUM
- MFR MANUFACTURER
- MIN MINIMUM
- MISC MISCELLANEOUS
- MJ MECHANICAL JOINT
- MPH MILES PER HOUR
- MW MANWAY
- N NEW
- NPT NOMINAL PIPE THREAD
- NTS NOT TO SCALE
- OC ON CENTER
- OD OUTSIDE DIAMETER
- OF OVERFLOW
- PLYWD PLYWOOD
- PRCST PRECAST
- PREFAB PREFABRICATED
- PSF POUNDS PER SQUARE FOOT
- PSI POUNDS PER SQUARE INCH
- PSIG POUNDS PER SQUARE INCH GAUGE
- PT POINT OF TANGENCY
- PVC POLYVINYL CHLORIDE PLASTIC
- RC REINFORCED CONCRETE
- RD ROAD, ROOF DRAIN
- REINF REINFORCED, REINFORCING
- RH ROOF HATCH
- RST REINFORCING STEEL
- RV ROOF VENT
- UBC UNIFORM BUILDING CODE

- UD UNDERDRAIN
- UG UNDERGROUND
- VAC VACUU
- VERT VERTICAL
- WS WATERSTOP
- WTR WATER
- WWF WELDED WIRE FABRIC

REVISIONS	DATE	 ADVANTAGE TECHNICAL SERVICES, INC 805-595-2282 ATS-SLO.COM	DESIGNED BY:	DRAWN BY:	CHECKED BY:	RECOMMENDED:	 OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET:		
	00/00/00			WB	DC	JB		TONY MARRACCINO -UTILITY SYSTEMS MANAGER	4 OF 9	
				PREPARED UNDER THE DIRECTION OF:				APPROVED:	NOTES Attachment - Plans and Specifications	SCALE:
Agenda Item 7D				 WILLIAM BELLIS P.E.	7/28/2023 DATE	BILL CLEMENS GENERAL MANAGER		VARIES		






DRAWING NOTES

1. PRIOR TO THE START OF CONSTRUCTION, OWNER STAFF SHALL EMPTY THE TANK. THE TANK WILL BE OUT OF SERVICE AND DRAINED BUT SOME WATER WILL REMAIN. THE CONTRACTOR SHALL REMOVE THE REMAINING WATER AS NEEDED TO FACILITATE THE START OF WORK.
2. PROVIDE NEW APPURTENANCES PURSUANT TO THE PROJECT DRAWINGS AND SPECIFICATIONS.
3. FINAL LOCATIONS FOR TANK ROOF APPURTENANCES SHALL BE COORDINATED W/ THE OWNER'S REPRESENTATIVE.
4. LEVEL GAUGE SHALL BE MOVED TO THE NEW LOCATION SHOWN. A PVC PIPE STILLING WELL SHALL BE PROVIDED TO GUIDE THE FLOAT AND PROTECT GAUGE CABLE FROM WAVE ACTION ASSOCIATED WITH THE HIGH INLET.
5. THE HIGH INLET SHALL BE DISCONNECTED FROM THE EXISTING ROOF AND RE-MOUNTED TO THE NEW ROOF.
6. NEW GUARDRAIL AND SELF CLOSING SWING GATE SHALL PROVIDE PROTECTION AT THE ENTIRE ROOF PERIMETER. GUARDRAIL SHALL HAVE TOEBOARD AND TWO INTERMEDIATE RAILS. GUARDRAIL AND SWING GATE SHALL BE HOT DIP GALVANIZED.
7. REMOVE AND DISPOSE OF CATHODIC PROTECTION SYSTEM INCLUDING POST AND RECTIFIER ENCLOSURE. DISCONNECT AT CIRCUIT BREAKER. CUT CONDUIT AND CAP AT 1'-0" UNDERGROUND. CONDUIT MAY BE ABANDONED IN PLACE.

TANK PLAN

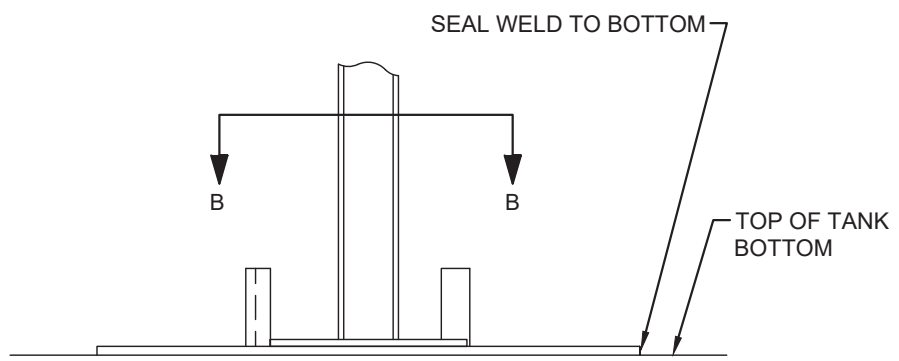


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REVISIONS	DATE	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY: WB	DRAWN BY: DC	CHECKED BY: JB	RECOMMENDED: TONY MARRACCINO - UTILITY SYSTEMS MANAGER	 OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET: 5 OF 9
	00/00/00		PREPARED UNDER THE DIRECTION OF:  WILLIAM BELLIS P.E.	7/28/2023 October 11, 2023		APPROVED:		TANK PLAN Attachment - Plans and Specifications

DRAWING NOTES

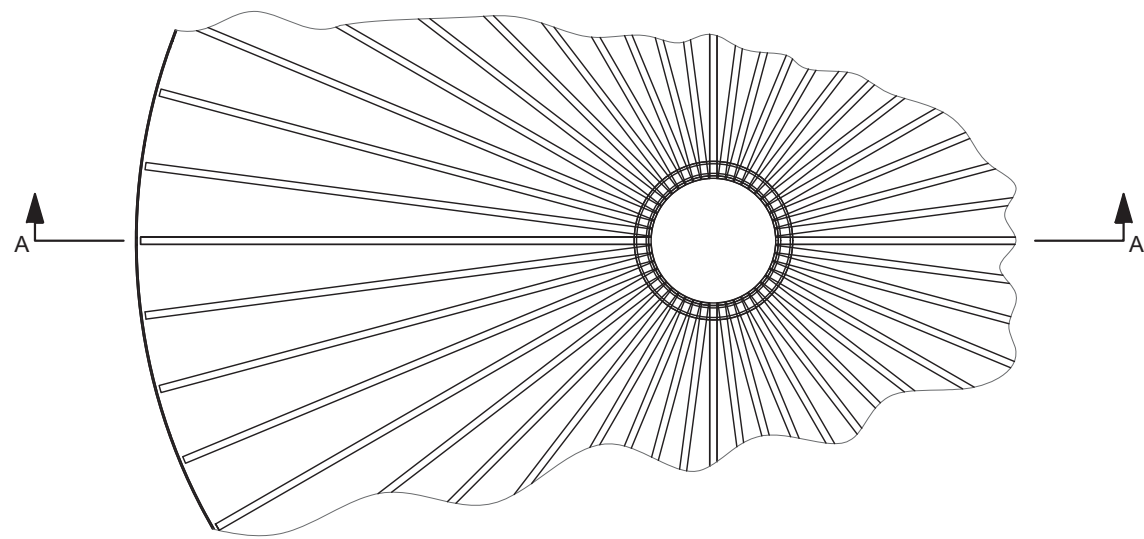
1. REMOVE AND RECYCLE EXISTING ROOF PLATE, RAFTERS, RAFTER CLIPS, CENTER SUPPORT AND BASE PLATES.
2. NEW ROOF SHALL BE DESIGNED AND CONSTRUCTED WITH INTEGRAL FORMED CHANNEL "RAFTERS" ON THE EXTERIOR.
3. ALL AREAS ON THE INTERIOR AND EXTERIOR, THAT ARE INACCESSIBLE FOR COATING SHALL BE SEAL WELDED.
4. THE ROOF DESIGN SHALL PROVIDE A SYSTEM FOR CONTROL OF SHELL ROUNDNESS DURING ERECTION SUCH AS ERECTION BOLTS OR OTHER METHOD USING POSITIVE STOPS.
5. ROOF SECTIONS SHALL NOT BE PRIME COATED UNTIL AFTER FORMING.
6. ALL PLATE EDGES SHALL BE FINISHED TO A MINIMUM OF 1/16" RADIUS PRIOR TO ABRASIVE PREPARATION.



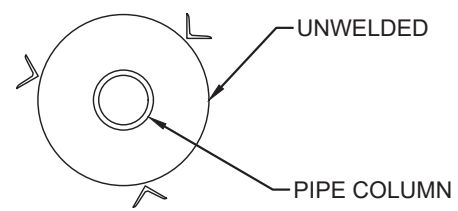
(BASE PLATE THICKNESS AND DIMENSIONS BY CONTRACTOR'S ENGINEER)

FLOATING BASE PLATE DETAIL

SCALE: 1/2" = 1'-0"

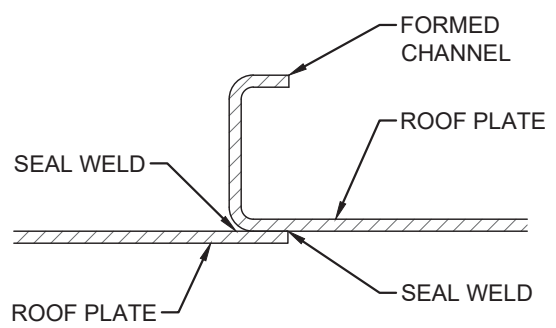


TANK STRUCTURE PARTIAL PLAN



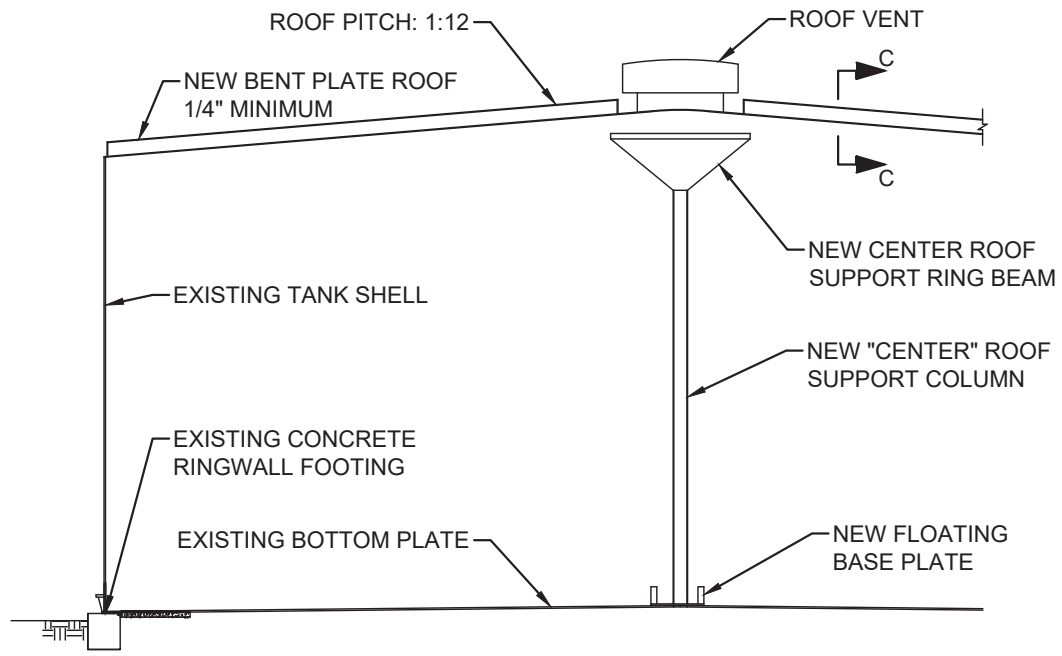
SECTION VIEW B-B

SCALE: 1/2" = 1'-0"



SECTION VIEW C-C



SCALE: 3" = 1'-0"

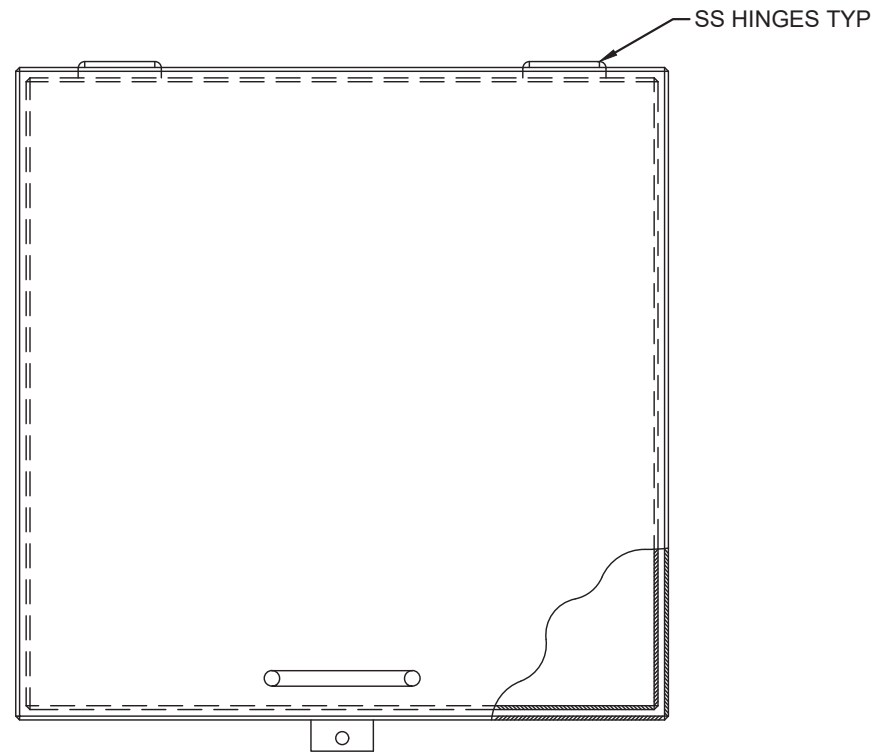


PARTIAL SECTION VIEW A-A

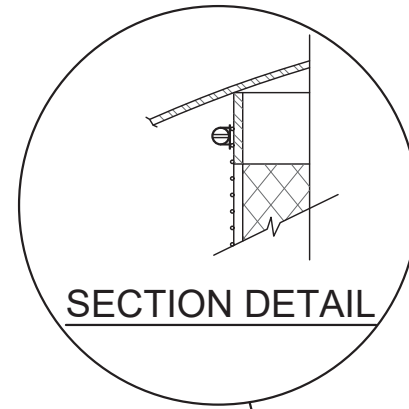


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REVISIONS DATE 00/00/00	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY: WB DRAWN BY: DC CHECKED BY: JB RECOMMENDED: TONY MARRACCINO - UTILITY SYSTEMS MANAGER	 OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET: 6 OF 9
		PREPARED UNDER THE DIRECTION OF: WILLIAM BELLIS P.E. DATE: 7/28/2023 APPROVED: TONY MARRACCINO - UTILITY SYSTEMS MANAGER		SCALE: VARIES

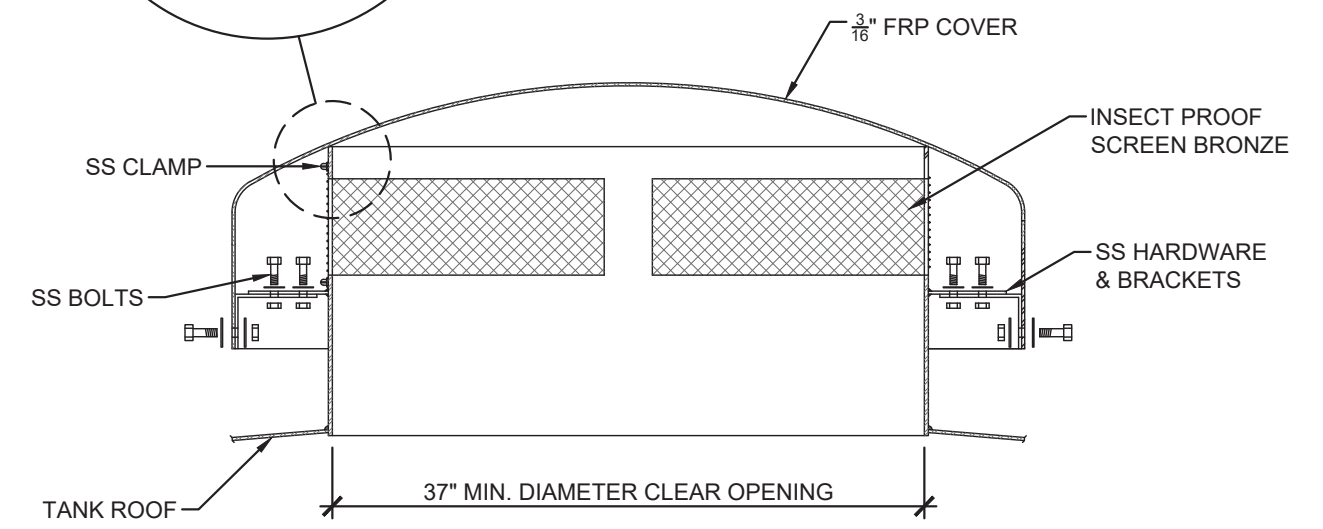


TOP VIEW

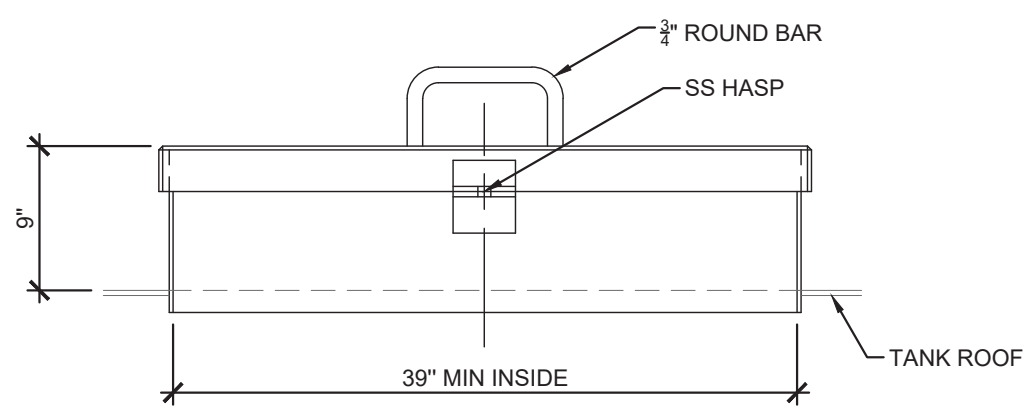


SECTION DETAIL

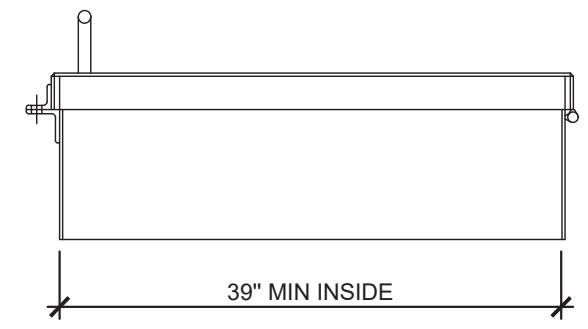
NOTE:
INSTALL CLAMPING RINGS AFTER SCREEN IS IN PLACE. RINGS
& SCREEN ARE TO BE INSTALLED AFTER ALL PAINT IS CURED.



ROOF VENT SECTION



FRONT VIEW






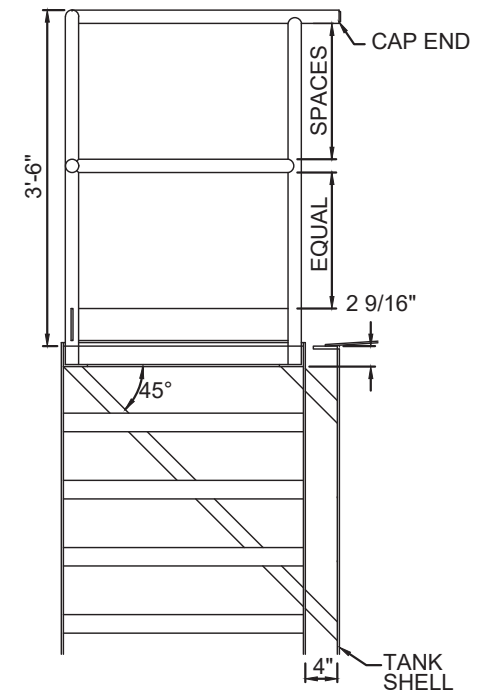
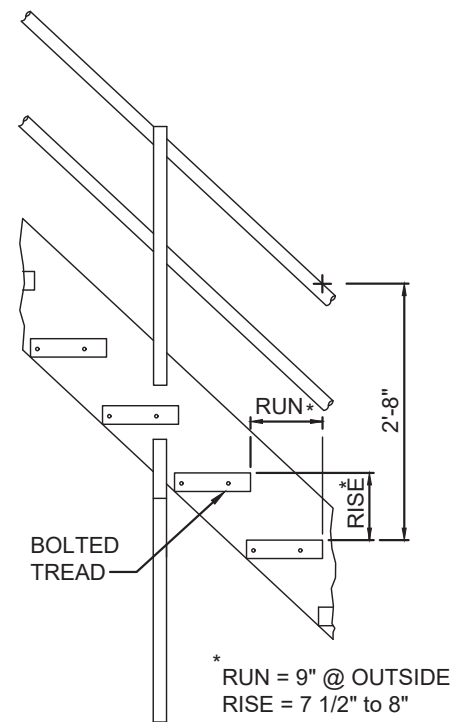
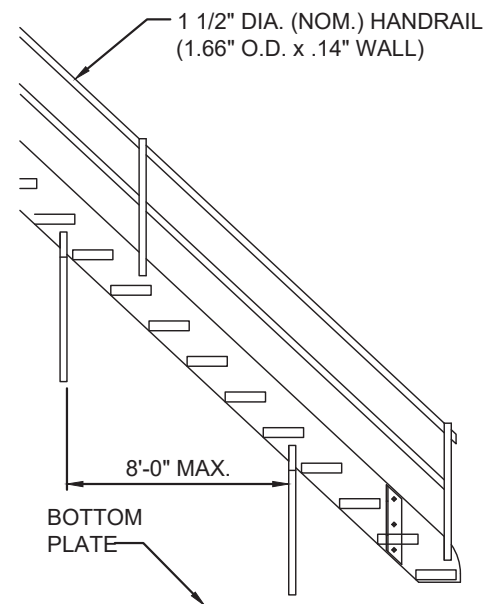
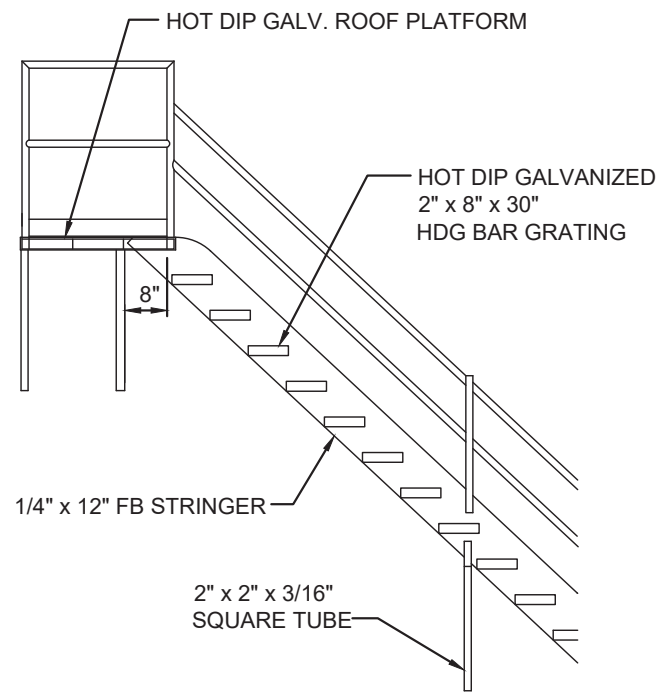
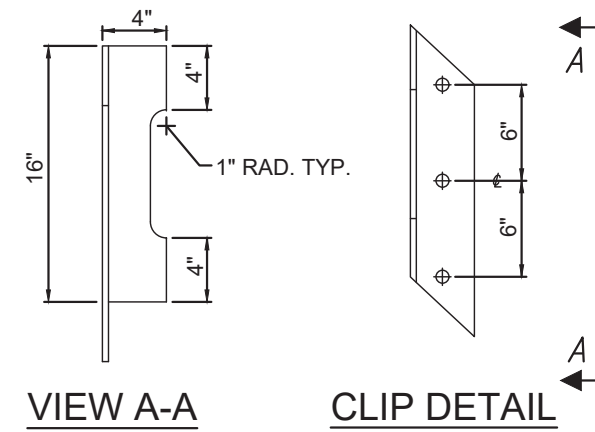
SIDE VIEW

ROOF HATCH



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REVISIONS Agenda Item 7D	DATE 00/00/00	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY: WB	DRAWN BY: DC	CHECKED BY: JB	RECOMMENDED: TONY MARRACCINO - UTILITY SYSTEMS MANAGER		OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET: 7 OF 9
	PREPARED UNDER THE DIRECTION OF:  WILLIAM BELLIS P.E.			7/28/2023	APPROVED: GENERAL MANAGER	APPROVED: GENERAL MANAGER		ROOF VENT AND ROOF HATCH DETAILS	SCALE: VARIES



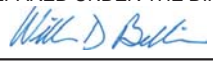


SPIRAL STAIR ELEVATIONS

SCALE: 1/2" = 1'-0"

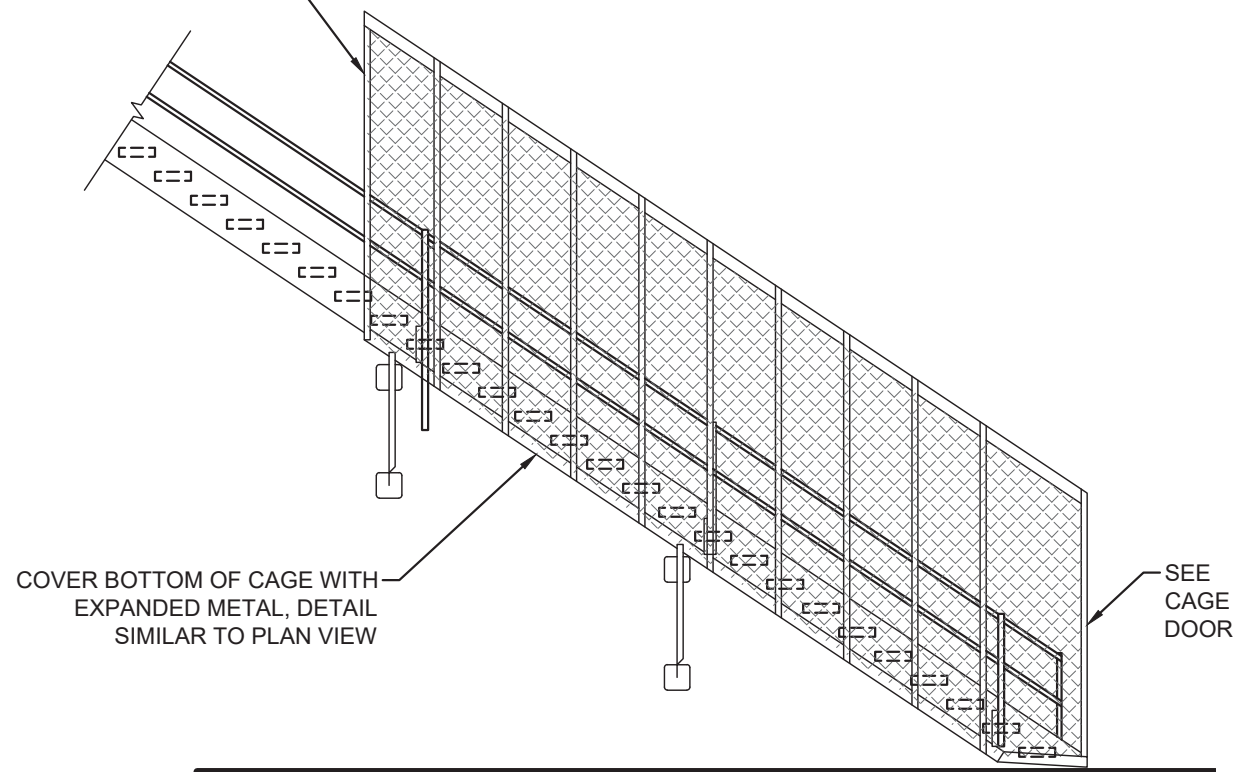


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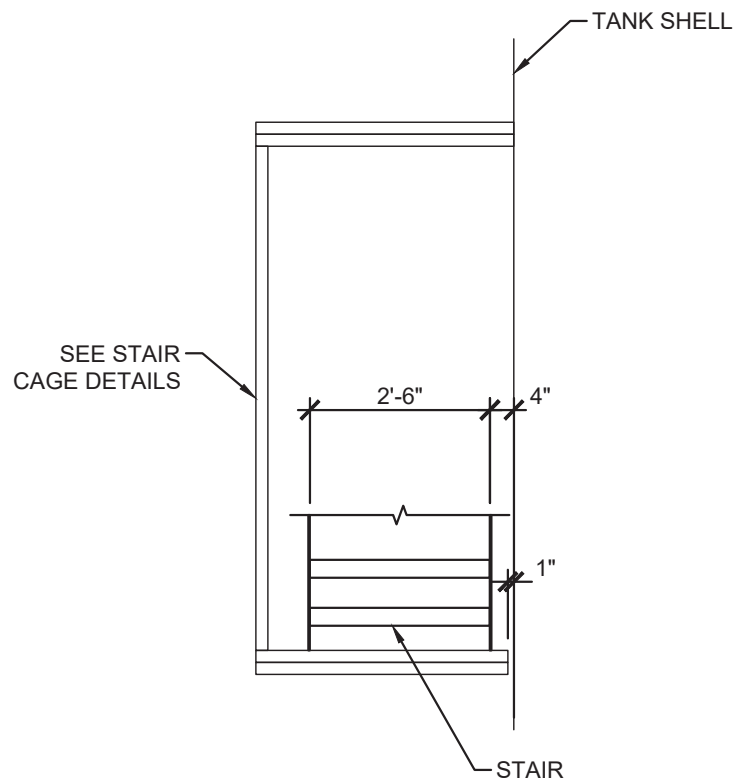
REVISIONS Agenda Item 7D	DATE 00/00/00	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY: WB	DRAWN BY: DC	CHECKED BY: JB	RECOMMENDED: TONY MARRACCINO-UTILITY SYSTEMS MANAGER		OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET: 8 OF 9
	PREPARED UNDER THE DIRECTION OF:  WILLIAM BELLIS P.E.			7/28/2023 October 11, 2023		APPROVED: GENERAL MANAGER		SPIRAL STAIRS Attachment - Plans and Specifications	SCALE: VARIES

HOT DIP GALVANIZE
ALL PARTS AFTER
FABRICATION

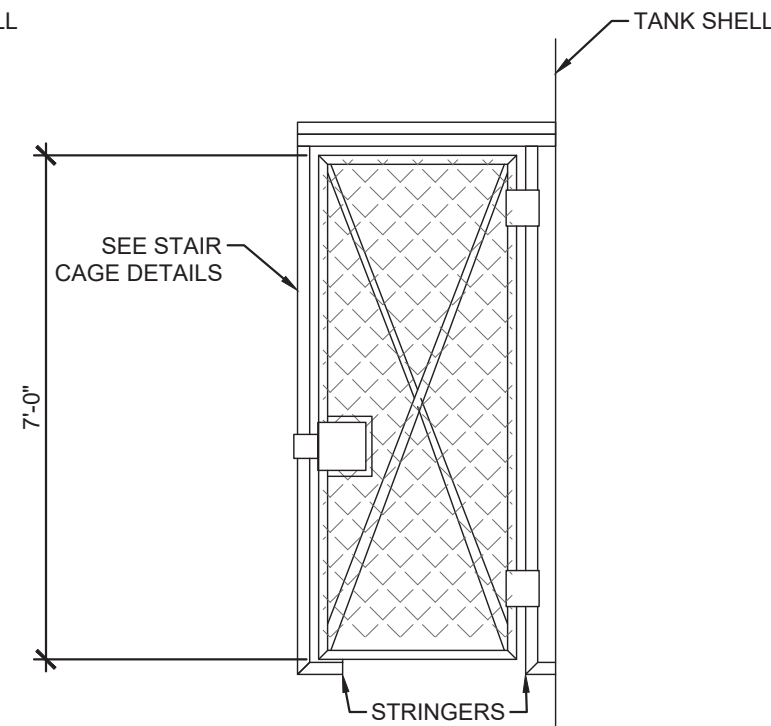
ATTACH EXPANDED METAL AND
ANGLE TOP AND BOTTOM WITH
FENDER WASHERS AND RIVETS
(ITEMS 4 & 5) AT 2'-0" MAX SPACING



STAIR CAGE
SCALE: 3/16" = 1'-0"





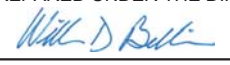
SECTION A-A
SCALE: 3/8" = 1'-0"
(SUPPORT BRACKET NOT SHOWN)



CAGE DOOR
SCALE: 3/8" = 1'-0"



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REVISIONS DATE 00/00/00 Agenda Item 7D	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY: WB	DRAWN BY: DC	CHECKED BY: JB	RECOMMENDED: TONY MARRACCINO - UTILITY SYSTEMS MANAGER		OCEANO COMMUNITY SERVICES DISTRICT WATER STORAGE TANK REHABILITATION	SHEET: 9 OF 9
		PREPARED UNDER THE DIRECTION OF:  WILLIAM BELLIS P.E.			7/28/2023 October 11, 2023		APPROVED: _____ _____ GENERAL MANAGER	STAIR CAGE Attachment - Plans and Specifications

APPENDIX C

DIVE INSPECTION REPORTS – EXISTING WELDED TANK

**INSPECTION REPORT FOR THE
OCEANO COMMUNITY SERVICES DISTRICT'S
297,000 GALLON WATER STORAGE TANK
JULY 22ND, 2020**



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**INSPECTION REPORT FOR
OCEANO COMMUNITY SERVICE DISTRICT'S
297,000 GALLON WATER TANK**

JULY 22ND, 2020

REVISION DATE: N/A

Pursuant to the American Water Works Association's Manual of Water Supply Practices, Steel Water-Storage Tanks, M42 and California Business and Professions Code section 6735, the engineering report contained herein has been prepared by or under the direction of the following Registered Engineer:

**ADVANTAGE TECHNICAL SERVICES, INC.
6661 FERN CANYON LANE
SAN LUIS OBISPO, CA 93401
805-595-2282**

**UNDER THE SUPERVISION OF:
WILLIAM D. BELLIS**

William D. Bellis

Registered Civil Engineer, CA C55334



EXECUTIVE SUMMARY

Advantage Technical Services, Inc. (ATS) inspected the Oceano Community Services District's 297,000-gallon Storage tank on July 22nd, 2020. The tank interior was inspected above and below the water line using sanitary diving procedures. The following is a summary of what appear to be the most significant elements:

1. The roof is severely corroded. ATS provided temporary repair to seal 10 existing holes and prevent an unsanitary condition.
2. The roof at the base of the guardrails is severely corroded and the guardrails will not provide worker protection. This is a hazardous condition. Access should only be allowed with an engineered system and hazard mitigation plan.
3. Serious corrosion and metal loss are present on some of the roof support rafters. It is unlikely that the roof structure meets minimum safe design standards.
4. Serious corrosion has damaged the roof vent hood attachment brackets. The vent hood is not fastened as designed and could blow off of the roof in high winds.
5. The steel plate in the tank shell and bottom provide the containment portion of the tank and these are in good condition so rehabilitation is still a reasonable option.

SCOPE, OBJECTIVE, AND LIMITATIONS

An inspection was completed on the interior and exterior of the steel potable water storage reservoir. Principle Inspector/Engineer, Will Bellis, P.E. and ATS associates provided the tank inspection.

ATS personnel completed a preliminary inspection for safe access with particular attention to work from the elevated location and the confined space. It was determined that the existing roof fall protection does not meet OSHA regulatory requirements. Our on-site Engineer determined the acceptability of temporary fall protection anchor points, temporary tie-backs and confirmed the applicability of our standard procedures for mitigating the risks. The temporary protection equipment is part of ATS tooling and is not appropriate for permanent installation so it was removed upon completion of this work.

ATS divers have experience and certifications that meet or exceed the requirements of the American Water Works Association Manual of Water Supply Practices, Steel Water-Storage Tanks, M42, AWWA C652 Standard for Disinfection of Water Storage Facilities and OSHA regulations for technical or commercial diving. Additionally, our team's certifications or licenses include a Registered Professional Engineer, API 653 Tank Inspector, AWS Certified Welding Inspector, National Association of Corrosion Engineers Level III Coating Inspector, and American Society of Nondestructive Testing Level III Engineer. With these applicable credentials and combined experience of over five hundred tank dive inspections our team leads the industry.

The diver's air supply is supplied by air hoses from the surface using either a dive compressor or bottled air. The diver's air supply system offers triple redundancy; including a self-contained system maintained in the diver's possession and control. A full-time

communication system supports documentation of findings and operational or emergency communications.

All disinfection procedures are in accordance with the American Water Works Association Standard for Disinfection of Water-Storage Facilities (ANSI/AWWA C652-11).

The photographs provided within this report display representative views and subsequent analysis. Digital video, also included, provides additional documentation of the conditions.

The observations made during the inspection, and included in this report, provide a reasonable evaluation of the tank conditions at the time of the inspection. Considerations of safe access and reasonable care were observed in making and reporting the observations. Latent defects or conditions found during subsequent cleaning, inspections, or other work at the tank must be brought to the Engineer's or Owner's attention.

OBSERVATIONS

General Tank Data

40 ft. Diameter x approx. 32' ht

Type: Ground supported welded steel reservoir

Media Stored: Potable water

~~Diameter: Approximately 31.75ft. (40ft. from name plate, not measured)~~

~~Height: 40 ft. (from name plate, not measured)~~

Water level during inspection: Approximately 39 ft.

Design liquid level: 32 ft. (shown on name plate, may be lower to match vol. on plate)

Foundation

The concrete ring foundation is in good condition overall. Minor cracks are present but these appear to be normal and adequately tight to prevent associated damage or significant rebar corrosion. No significant settlement was noted. No spalling or visible deterioration of the concrete was noted.

Exterior Shell

The exterior shell coating is in fair condition. Scattered general corrosion is present and some minor metal loss was noted in one area.

Serious corrosion is present on the chime which is the bottom extension at the base of the shell. The corrosion on the chime appears to have started from the inaccessible area on the underside of the bottom and progressed from there. If this corrosion continues to the shell weld, a new bottom may be required.

Coatings appear to be losing the ability to protect the steel from corrosion. Significant chalking was noted. Chalking is the formation of friable, or easily removed powder, on the surface of the coating. The "powder" is evolved from the coating itself. The level of

chalking helps define the amount of degradation and its presence affects the adhesion of top-coats. The ASTM D 4214 Standard Test Method for Evaluating the Degree of Chalking of Exterior Paint Films was used.

Dry film thickness was measured on the shell at mid height and found to average about 8 mils. It appears that the only coating on this tank is from original construction.

Exterior Roof

The exterior roof coating is in poor condition and has not been protecting the steel for an extended time. Serious corrosion is present in approximately 50 localized areas. 10 holes, caused by rusting, were sealed using fiber reinforced NSF approved epoxy resin in order to provide a temporary repair and help prevent rain water intrusion.

Corrosion at the base of the guardrails has severely damaged the structure and the guardrails will not provide the intended safety barrier. This is a hazardous condition.

Dry film thickness was measured on the roof and found to average about 5 mils. It appears that the only coating on this tank is from original construction.

Interior Bottom

The bottom plate is in good condition with no significant pitting or other forms of metal loss. The coatings are in fair condition overall. The cathodic protection is protecting some scattered areas of coating failure. Many scattered areas of blistering are present. Blisters are densely patterned and are less than ½ in. diameter.

Dark brown sediment material was present over approximately 50% of the bottom area.

Interior Shell

Interior shell plate is in fair condition. The epoxy coatings are in good condition overall. Some scattered blisters are present on the shell. The blisters were un-broken and no associated corrosion was present. The blisters were left intact by the diver inspector.

Interior Roof Plate

The interior roof plate is in poor condition with significant metal loss that has penetrated from the exterior. Corrosion from the interior side is isolated to only a few areas with mostly general corrosion. Corrosion and staining are present at the un-seal welded lap joint.

Roof Structure

The roof is supported by a round tubular center column with wide flange rafters. The base plate is welded to the bottom. Minor bowing is visible in the rafters. This may be caused by settlement at the center portion of the tank that is greater than at the shell.

The structural steel is in poor condition. Serious corrosion and metal loss are present on some rafter flanges. It is unlikely that the roof structure meets minimum safe design standards specified by the Building Code.

Cathodic Protection System

The elements of the sacrificial anode cathodic protection system appeared to be intact and operating normally. The reference cell appeared to be in normal operating condition. The edges of the hand-holes have significant corrosion.

Appurtenances

Level Gauge: The main cable was broken but was repaired by ATS. The float is located close to the inlet that enters the tank through the roof. The vibration cause by tank filling creates excessive movement at the level gauge float. This movement is causing excessive wear of the cable, cable attachment points and cable guides.

Exterior Ladder and Cage: These areas are in poor condition overall. Serious corrosion is present in scattered areas including ladder support legs. Metal loss is approximately 50% of the original thickness of the ladder stringer in one location.

Roof Fall Protection: No roof fall protection is present.

Roof Guardrail: The partial guardrail at the roof hatch is in poor/hazardous condition due to serious corrosion.

No guardrail is provided for other areas of the roof edge. The ladder opening is not protected by a swinging gate.

Roof Hatch: One lockable square roof hatch is located at the top of the interior ladder. The hatch is in fair condition. The appropriate curb or neck and downward overlap of the cover are present. Some minor areas of general corrosion are present.

Internal Ladder: The internal ladder is in fair condition.

Overflow: The visible exterior of the overflow steel appears to be in good condition with no significant corrosion. The internal areas of the overflow weir have some localized corrosion. The pipe appears to be free from obstructions.

Outlet: The outlet penetration in the tank shell appeared to be in normal condition.

Inlet: The inlet and riser pipe were in good overall condition with staining and minor corrosion.

Drain: The drain appears to be in fair condition with some minor corrosion.

Roof Vent: The roof vent screen appears to be bug proof. The hood attachment brackets are corroded to the point of losing all integrity. Significant corrosion is present on the hardware and band clamps.

Manways: Two mono-bolt manways are present. The manways were in good condition overall on the interior. Minor corrosion was present but no significant metal loss was noted.

ENVIRONMENT AND OPERATING CONDITIONS

This tank is located in a water facility buildings and equipment.

The tank site conditions are typical for California coastal areas with regular fog, dew and salts which significantly increase corrosion rates on exterior surfaces and interior vapor space.

RECOMMENDATIONS

The following recommendations are based on our experience as engineers and inspectors with regard to the best industry practices used by both public and private tank owners. The intent is to provide information that will likely help lower risks, optimize water quality and increase long term value for the tank owner(s). Our scope of work does not include a safety audit or evaluation but we are making recommendations where we have noted potential issues. The owner's insurance provider or safety consultant should be consulted for a review of the safety features of this facility where desired.

1. The tank appears to have only the 30-year-old original coating. The coatings on portions of this tank have not been preventing corrosion for years. Serious damage has resulted. Recoat the interior and exterior as soon as possible to prevent additional damage and repair cost.
2. Rehabilitate the roof. Consider options including: 1) Welded patch plates to repair areas on roof and replacement of selected rafters and 2) Replacing the entire roof.
6. Do not allow personnel to access the roof without engineered anchorage and fall protection. For this inspection, ATS provided engineering evaluation only for temporary anchorage and temporary tie-back to protect personnel for work on the tank roof.
7. The roof at the base of the guardrails is severely corroded and the guardrails will not provide protection. Install base plates where serious corrosion has reduced guardrail structural attachment to the roof.
3. Movement from the inlet is wearing out the components of the level gauge. Install a stilling well for the level gauge float or use some other design solution to keep the

- adjacent inlet from causing excessive movement or consider a change to a pressure sensing system. Replace worn level gauge components during rehabilitation.
4. Repair vent hood brackets as soon as possible. Serious corrosion has damaged the roof vent hood attachment brackets. The vent hood is not fastened as designed. Loose vent hoods have been known to blow off of roofs in high winds.
 5. Check the shell height, volume and design liquid level shown on the tank name plate. The plate shows the design liquid level of 32'. It appears that the shell is 31.75 ft. Also, the nominal capacity does not calculate correctly for the dimensions shown. If this is determined to be an error on the name plate, it should be corrected.
 6. Control corrosion at the tank chime (bottom extension at the shell) to help prevent the need for a bottom replacement.
 7. Continue to provide regular inspections. AWWA D100-11 Standard for Welded Steel Tanks Specifies inspection and corrective maintenance every three years. AWWA Manual of Water Supply Practices, M42, for Steel Water Storage Tanks (2013) states "the tank should be inspected at least once every 3 to 5 years or as required by state regulatory agencies". M42 additionally states that "The results of the tank evaluation or pre-bid inspection should be certified by a professional engineer."



Overall view of the tank.



Tank nameplate. The stated shell height of 40 ft. appears to be incorrect. The design liquid level of 32 ft. gives a volume of 0.3 MG so there may be an error there too.



This view shows a typical mechanical anchor along with lower shell. Significant corrosion is present.



This close view of the exterior lower shell and bottom chime shows serious corrosion found on the outer edge of the chime. Continued corrosion here will eventually create a condition where bottom replacement is necessary.



The upper shell and roof joint are shown in this photo. The coatings are in fair condition with significant aging of the coating and scattered corrosion.



This is a typical view of the lower exterior shell. Scattered corrosion points are starting where aging coatings are losing the ability to protect the steel.



The roof vent consists of a fiberglass cover over a steel riser pipe.



This is a view of the underside of the vent hood. The screen appears to be intact and bug proof. Serious corrosion has damaged the roof vent hood attachment that keeps the hood from blowing off during high winds.



The exterior roof is the area with the worst corrosion on the tank. Approximately 50 locations have serious metal loss. ATS repaired the 10 worst locations that had holes where the 3/16inch thick roof has rusted through.



This is an addition view of a typical corroded area on the tank roof.



This is one of 10 holes in the roof where ATS provided temporary repairs to immediately seal the roof and meet regulatory requirements.



This view shows 2 locations after temporary repair of the holes using fiber reinforced epoxy. The epoxy is NSF 61 certified for use and contact with potable water.



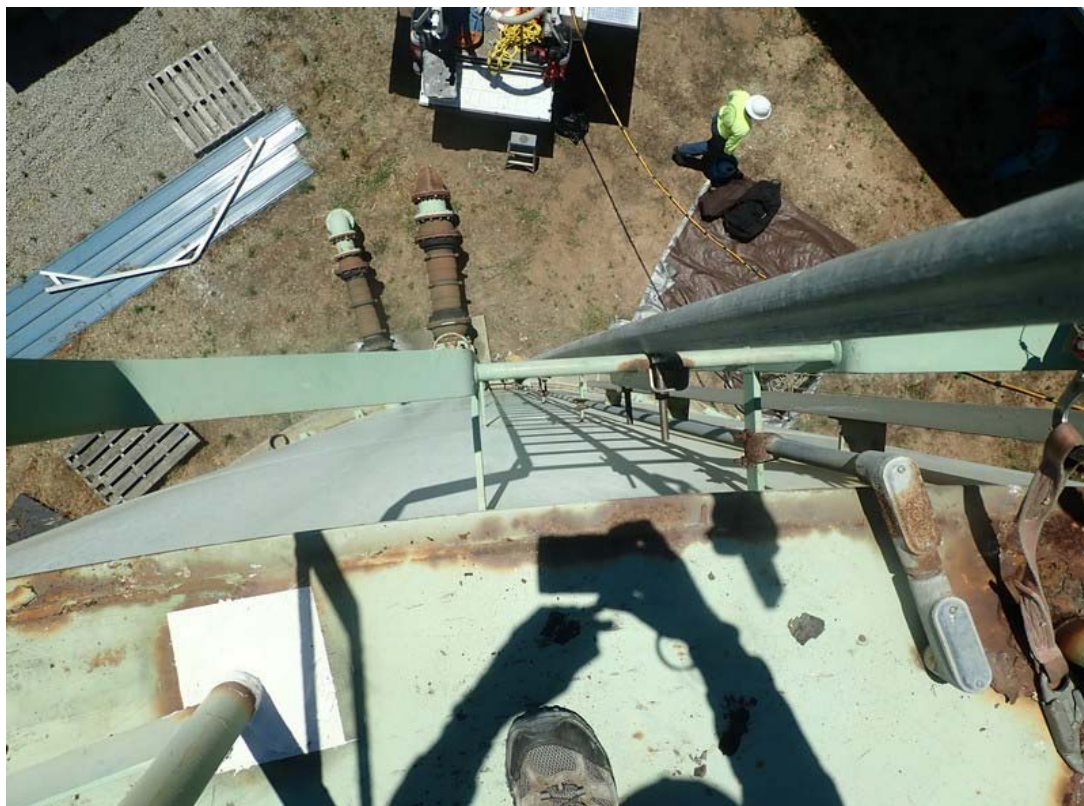
This photo shows one of several areas of serious corrosion on the exterior ladder.



This is a close view of the ladder area shown above. Approximately 50% of the ladder stringer metal thickness is lost to corrosion.



This photo shows serious corrosion and a hole at the base of a guardrail post. This guardrail was designed to help provide safe access to the roof but clearly it is severely weakened.



This view shows the guardrail post after repair by ATS. The repair only provides a temporary non-structural seal for public health purposes. The patch does not make the guardrail or roof safe for access by personnel without special techniques.



Exterior view of the manway.



This view shows exterior piping with some corrosion with what appears to be insignificant metal loss. Flexible couplings are in place for seismic movement.



This photo shows a corrosion spot at the interior side of the shell to roof joint. ATS installed a temporary repair to seal this hole. This was the largest hole in the roof but many other locations of serious corrosion are present.



This view is representative of the conditions found on the interior shell, roof plate and rafter.



Upper interior shell. Water staining is visible but only minor corrosion is present.



Interior shell in the submersion zone. This view shows a horizontal weld with sediment or staining visible along the top. The interior shell steel appears to be in good condition.

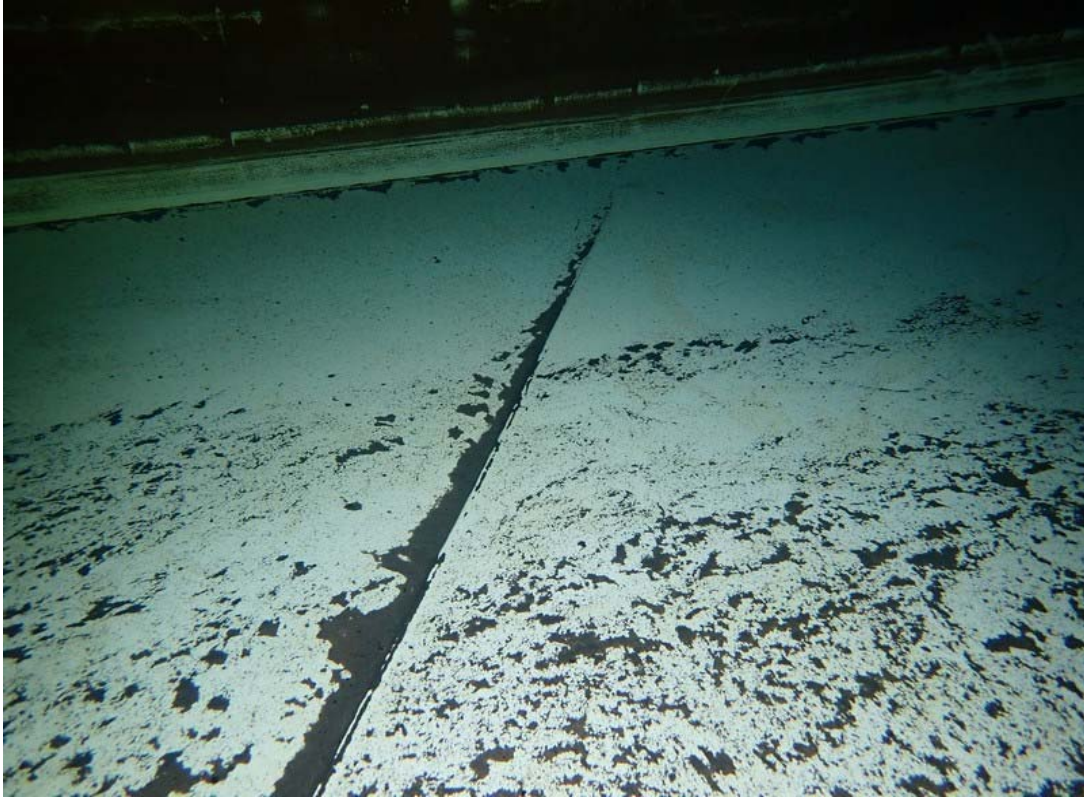
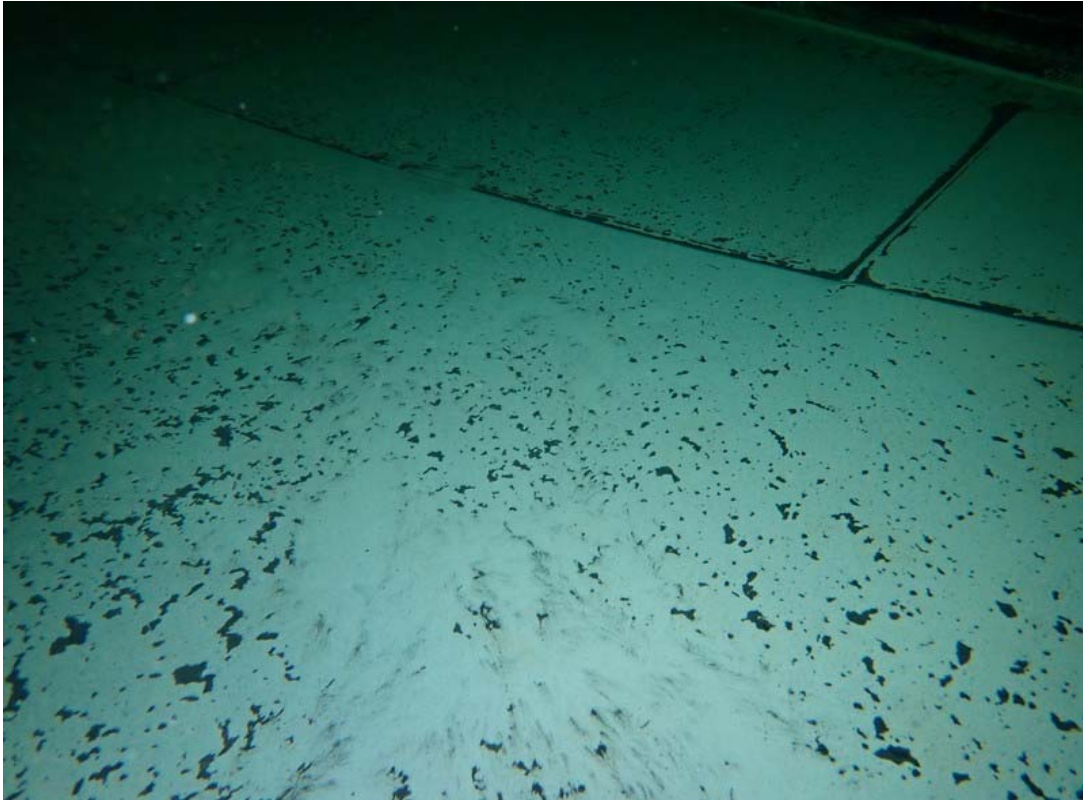


Photo of the interior bottom shell and shell coupling shows the typical condition found. No significant corrosion was noted.



This photo provides a close view of the area shown in the top photo this page. Some scattered blistering is visible (arrow) but no significant corrosion is present.



Sample area of bottom showing typical conditions. Spots of sediment are scattered and sediment removal was not part of the scope of work. No significant corrosion was noted although sediment reduces the ability to see corrosion.



Close view of a weld in the bottom.



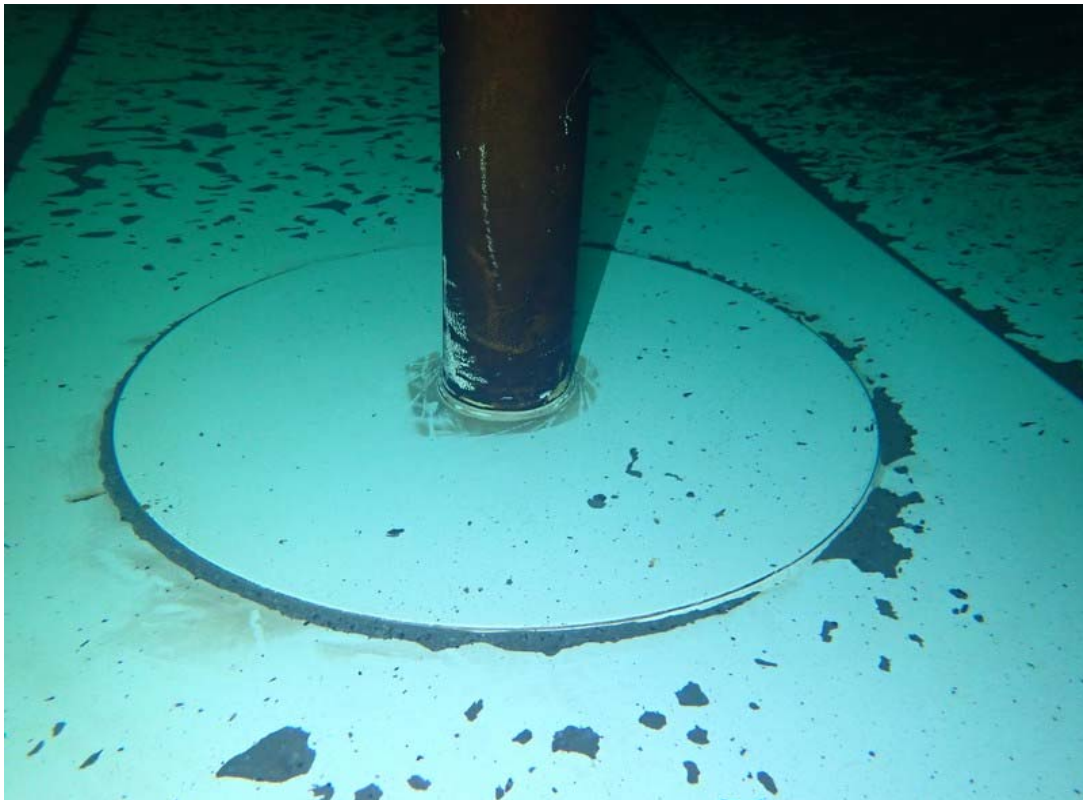
Close view of the interior bottom at an area with a dense pattern of small unbroken blisters. Blisters like this are not uncommon. Unbroken blisters usually do not allow significant corrosion.



This view shows bottom sediment.



This shot was taken looking upward at the center column. All coatings on the column were in fair condition and no significant corrosion was present.



This view is of the lower portion of the center column and base plate. No significant corrosion is present.



Upper center column, rafters and roof plate.



Close view of the center support and rafters. Significant corrosion and heavy staining is visible at the ends of the rafters and at inaccessible areas.



Interior roof plate and rafters. Broad view. Some minor bowing is present in the rafters. This view shows an example of nearly rust free plate but a hole is visible at the shell to roof joint (arrow). The hole was sealed by ATS.



This is a close view of the top flange of a rafter at one of the numerous areas with serious corrosion. This rafter flange has serious metal loss that affect the load carrying capacity.



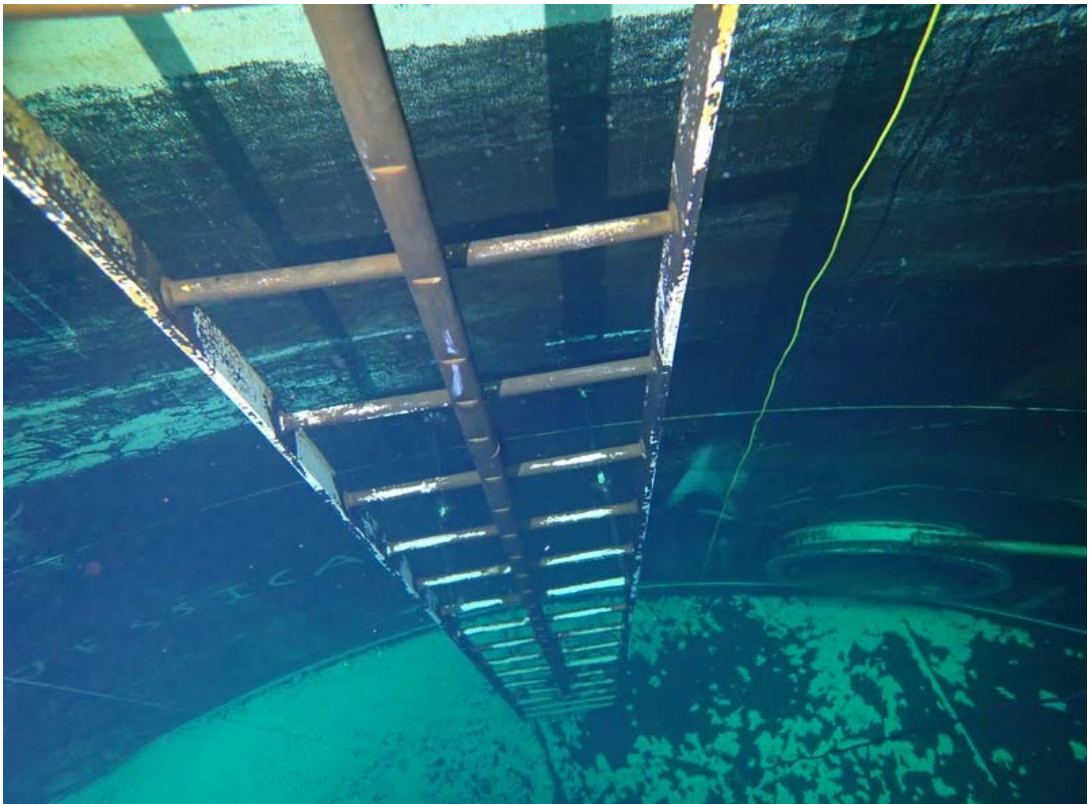
Roof plate rafter with visible corrosion.



An additional view of the interior roof.



View of the roof hatch from the interior. The arrow indicates the location of a hole that was sealed by ATS.



This view shows the interior ladder below the surface.



Overflow piping and support as viewed looking upward from the bottom.



This view is of the inside of the overflow weir. Some corrosion is visible but the pipe appears to be free of obstructions.



Shell mounted piping as viewed from the interior.



Interior view of the shell nozzle on the right side of the top photo of this page. Blisters in the coating are visible as rounded white spots. Minor corrosion is present.



This view shows the interior side of the sample tap. Blisters in the coating are visible.



This view shows the interior of the drain pipe. Some corrosion is visible on the interior edge of the pipe (arrow).



Level gauge float with temporary repair to the attachment. The interior float is not designed for the amount of movement that is created by the adjacent high inlet.



Level gauge guy wire and retainer ring on the float. The arrow shows the wear on the ring from excessive movement of the float from the adjacent inlet.



DAILY REPORT

PROJECT: 0.4MG Tank Inspection

LOCATION: Tank Site

CLIENT: Oceano CSD

DATE: 7/22/20

Gage: Elektro-Physik Type 1 Pull off gage S/N 025962

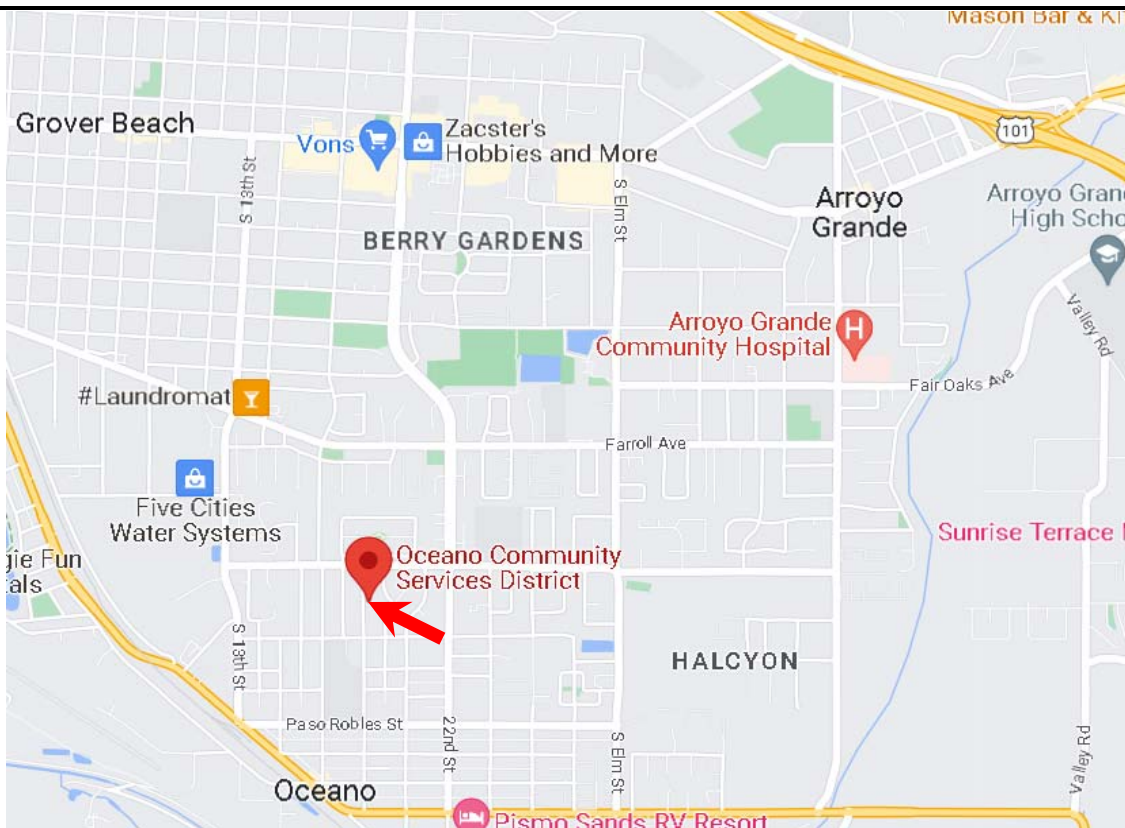
	<u>Roof</u>	<u>Roof</u>	<u>Shell Mid Ht. @ Ladder</u>
	5.3 mils	4.7 mils	7.4 mils
	5.6 mils	5.2 mils	7.1 mils
	5.7 mils	5 mils	8.1 mils
	3.4 mils	4.6 mils	10.4 mils
	4.3 mils	5.4 mils	9.3 mils
Average	4.86 mils	4.98 mils	8.46 mils

	<u>Shell Mid Ht. @ Ladder</u>
	5.9 mils
	8.4 mils
	8.7 mils
	8 mils
	7 mils
Average	7.6 mils

END OF APPENDIX C-DIVE REPORT

APPENDIX D

PROJECT LOCATION & EXISTING CONDITIONS



Project site location: Across from 1348 19th St., Oceanó, CA. Tank site indicated by the red arrow. GPS Coordinates: 35°06'19.5"N 120°36'37.2"W



Plan view of site.

TITLE: PROJECT SITE LOCATION

PROJECT: Oceanó Community Services District, Water Tank Recoating and Roof Replacement Project



View of tank and portion of Contractor "lay-down" area.



Access gate and tank site.

TITLE: PROJECT SITE PHOTOS

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

DATE: 5/14/2022 (Rev. 7/26/2023) **Agenda Item #** 10 **October 11, 2023 - Page 125 of 199** **Attachment - Plans and Specifications** **Appendix A-2**



Ponding and corrosion indicate that the compression ring has an upward tilt that will require adjustment to facilitate the fit-up and welding of the new 1:12 roof.

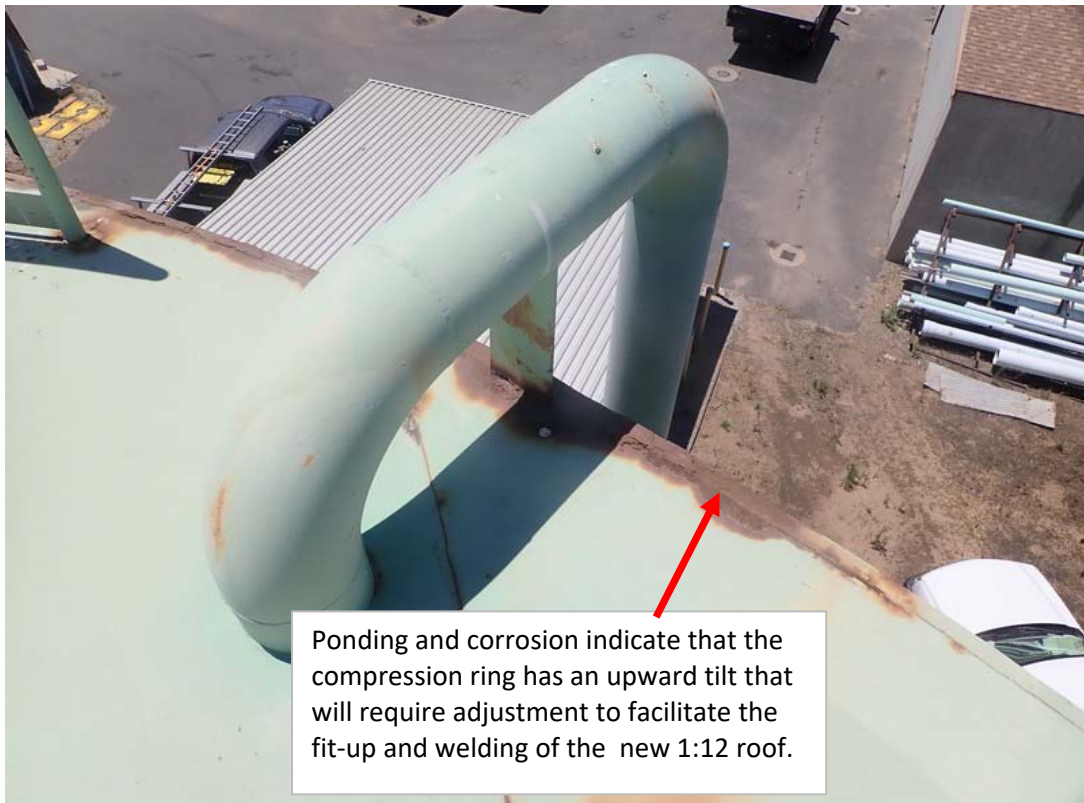
Contractor to provide new roof penetration with coupling with plug near the roof hatch.



Existing guardrails are severely corroded and do not provide adequate strength to function as guardrail. Persons accessing the tank roof shall provide fall protection not associated with existing guardrail.

TITLE: PROJECT SITE PHOTOS

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project



Existing inlet piping on the tank roof. This pipe will be reattached to the new roof.



This view shows the existing inlet piping.

TITLE: PHOTOS OF EXISTING TANK DETAILS - INLET PIPING

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

DATE: 5/14/2022

October 11, 2023 - Page 127 of 199

Attachment - Plans and Specifications



Existing inlet and only a few inches of freeboard.



Original name plate with incorrect height shown.

TITLE: PHOTOS OF EXISTING TANK DETAILS

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

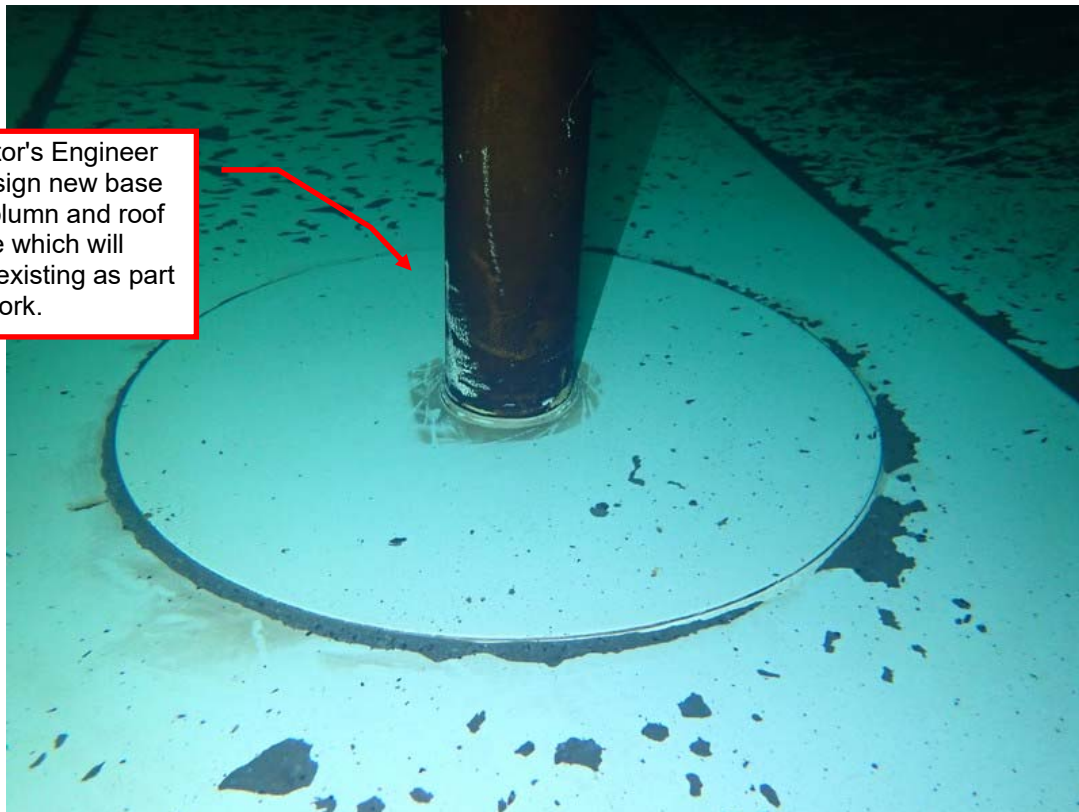
DATE: 5/14/2022

October 11, 2023 - Page 128 of 199

Attachment - Plans and Specifications Appendix A-5



Existing roof column, roof structure and plate that are to be replaced with new formed plate roof.



Contractor's Engineer shall design new base plate, column and roof structure which will replace existing as part of this work.

Existing column and base plate.

TITLE: PHOTOS OF EXISTING STRUCTURE TO BE REPLACED

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

Agenda Item # 5/14/2022

October 11, 2023 - Page 129 of 199

Attachment - Plans and Specifications Appendix A-6



Existing cathodic protection system shall be removed as part of the work.



This photo shows the existing level gauge float and guy wire. Wear is visible from wave action produced by inlet flow. A stilling well will be provided as part of this work.

TITLE: TANK DETAILS - EXISTING CATHODIC PROTECTION AND FLOAT

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

DATE: 5/14/2022

October 11, 2023 - Page 130 of 199

Attachment - Plans and Specifications Appendix A-7



Existing cathodic protection panel. The panel and post are to be removed. The wires shall be removed to the first junction box. The conduit shall be capped and abandoned in place.



The circuit breaker for the cathodic protection system is in this panel. Other items are on the same breaker.

TITLE: PHOTOS OF EXISTING CATHODIC PROTECTION SYSTEM

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

Agenda Item # **DATE** 7/26/2023

October 11, 2023 - Page 131 of 199

Attachment - Plans and Specifications Appendix A-8



Apparent first junction box from the CP panel located in the well shed near the breaker box.



View of site looking northward along the eastern fence

TITLE: PHOTOS OF CATHODIC PROTECTION CONDUIT AND SITE AT BACK FENCE

PROJECT: Oceano Community Services District, Water Tank Recoating and Roof Replacement Project

Agenda Item # **DATE** 7/26/2023

October 11, 2023 - Page 132 of 199

Attachment - Plans and Specifications Appendix A-9



Oceano Community Services District

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

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

Date: October 11, 2023

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #7(E):** Recommendation to adopt a resolution entering the Joint Powers Agreement of the Fire Risk Management Services to provide health benefits to District Employees

Recommendation

It is recommended that your Board adopt the attached resolution entering the Joint Powers Agreement (JPA) of the Fire Risk Management Services (FRMS) to provide health benefits to District employees and authorize the President, General Manager, and Legal Counsel to take all necessary actions to make the change in health insurance providers.

Discussion

The District provides health insurance to all regular employees working full time based on the Memorandum of Understanding (MOU) with the Service Employees International Union, Local 620 with the below benefit cap for FY 2023-24:

- Employee Only - \$1,000
- Employee and Dependent - \$1,700
- Employee and Family - \$2,200

The District currently uses Morris & Garritano Insurance as a health insurance broker. The December 2023 quote included a 10.47% increase in employee health insurance costs. Staff researched other options for health insurance and found FRMS which is a JPA established in 2005. The employee benefit program through FRMS offers health insurance plans that are more cost effective for employees and the average increase to the plans are under 3% for the past nine years. Lower costs are achieved through pooling with other public agencies who are members of FRMS. The agreement requires a three-year membership commitment.

Other Agency Involvement

N/A



Other Financial Considerations

Entering the JPA would lower the costs paid by employees for health insurance. There is no cost to the District since the MOU with the Service Employees International Union, Local 620 has set the benefit payment cap for health insurance until FY 2027-28. However, lowering the cost of health insurance will help to minimize future costs to the District when the MOU is renegotiated.

Results

Approval of health insurance will provide stability for employees over the next three-year period, which helps recruit and retain employees and supports a well-governed community.

Attachments:

Resolution
FRMS JPA

**OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2023 - _____
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY
SERVICES DISTRICT AUTHORIZING PARTICIPATION IN THE
FIRE RISK MANAGEMENT SERVICES**

WHEREAS, the Oceano Community Services District wishes to obtain health and welfare benefits coverage commencing December 1, 2023; and

WHEREAS, the Fire Risk Management Services (FRMS) is a joint powers authority created for the sole purpose of providing health and welfare benefits coverage; and

WHEREAS, FRMS provides health and welfare benefit programs for existing and retired employees, officers, and members of the legislative bodies of individual public entities and their dependents, which public entities have the legislative power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code section 8550 et seq.); and

WHEREAS, FRMS requires the Oceano Community Services District to pass a resolution expressing: (1) the desire and commitment of the Oceano Community Services District's to apply for and participate in membership in one or more health and welfare benefit programs offered by FRMS, for a minimum three year minimum participation period on the terms and conditions specified in that certain Proposal for Membership submitted to Oceano Community Services District by FRMS; and (2) its agreement to execute and comply with all the provisions in the FRMS Joint Powers Agreement upon notification of approval of membership:

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and promises contained herein and in the FRMS Joint Powers Agreement, be it resolved by the Board of Directors of the Oceano Community Services District as follows:

1. Oceano Community Services District requests membership in those health and welfare benefit programs detailed in its application for membership; and
2. Oceano Community Services District accepts the Proposal for Membership presented by FRMS; and

3. Oceano Community Services District approves the form of Joint Powers Agreement and agrees to execute and return said Agreement promptly upon notice of the approval of its membership application by the Benefits Committee of FRMS; and

4. Oceano Community Services District agrees that its membership is not valid until the Joint Powers Agreement is executed by both the prospective new member and the FRMS and all required contributions for its participation in each health and welfare benefit program applied for have been received by FRMS; and

5. Oceano Community Services District hereby designates the General Manager on behalf of the Oceano Community Services District as authorized to take any and all actions and execute any and all documents necessary to implement the foregoing resolution.

PASSED AND ADOPTED the Board of Directors of Oceano Community Services District on October _____, 2023 by the following vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

President, Board of Directors of the
Oceano Community Services District

ATTEST:

Board Secretary of the
Oceano Community Services District

APPROVED AS TO FORM:

Daniel Cheung, District Legal Counsel

**AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF FIRE RISK MANAGEMENT SERVICES
(Formerly Fire Agencies Self Insurance System (FASIS))**

This Amended and Restated Joint Powers Agreement of Fire Risk Management Services (“FRMS”) (“Agreement”), formerly known as the Fire Agencies Self Insurance System (“FASIS”) is made and entered into by and among the public agencies organized and existing under the laws of the State of California who have or may hereafter execute this Joint Powers Agreement (the “Members”) pursuant to the authority conferred by Government Code Section 6500 et seq.

RECITALS

WHEREAS, each of the Members who have executed this Agreement is a “public agency” as that term is defined in Section 6500 of the California Government Code; and

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Labor Code Section 3700 (c) authorizes public agencies, including members of a pooling arrangement under a joint powers authority, to fund and self-insure for their Worker’s Compensation claims liability; and

WHEREAS, California Government Code Section 990.4 provides that a local public agency may self-insure, purchase insurance through an authorized carrier, purchase insurance through a surplus lines broker, or any combination of these; and

WHEREAS, California Government Code Sections 989 and 990 authorize a local public agency to self-insure itself and its employees against tort and inverse condemnation liability; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public agencies may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, California Government Code Section 990.6 provides that the cost of such insurance or self-insurance is an authorized and appropriate expenditure of public funds; and

WHEREAS, California Government Code Sections 53200, 53201(a), 53202, 53202.2, 65205, 53205.1, 53205.16, 53206, 53208 and Health and Safety Code Section 13800 et seq. provide that a local public agency may provide for any health and welfare benefits for the benefit of its existing and retired officers, employees, and members of its legislative body, which health and welfare benefits include, but are not limited to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding; and

WHEREAS, Government Code Section 53202 states that in providing such health and welfare benefits, a public agency may approve self-funded plans or may contract with one or more admitted insurers, health service organizations or legal service organizations for such plans of health and welfare benefits as the public agency determines to be in the best interest of the public agency and its existing and retired officers, employees and legislative body; and

WHEREAS, Government Code Section 53205 provides that the legislative body of a public agency may expend public agency funds for the premiums, dues or other charges for health and welfare benefits of its existing and retired officers, employees, and members of its legislative body; and

WHEREAS, each of the Members which are parties to this Agreement desire to join together with other Members in order to collectively establish, operate, manage, administer and fund programs of insurance and/or self-insurance for workers' compensation benefits, employment benefits, general liability, property damage, and other coverages to be determined; and

WHEREAS, each of the Members which are parties to this Agreement find it to be to its mutual advantage and in the public benefit to utilize any power common to them, and all those powers available to a Joint Powers Authority pursuant to the Joint Powers Act at Government Code Section 6500 et seq. (the "Act"), to fulfill the purposes of this Agreement specified in Section 3 hereof, including establishing pools for self-insured losses and purchasing excess or re-insurance and administrative services in connection with the Joint Protection Programs (the "Coverage Programs") for the collective benefit of the Members; and

WHEREAS, certain Members have previously executed that certain Amended Joint Powers Agreement of FASIS dated October 13, 2005 (the "FASIS JPA"), which agreement such Members desire to amend and restate by this Agreement; and

WHEREAS, this Amendment and Restatement is intended to allow members of Fire Districts Association of California Employment Benefits Authority ("FDAC EBA") to join FRMS and share in consolidated administration and governance of programs by amending and restating its existing Joint Powers Agreement to this Agreement; and

WHEREAS, the governing body of each Member has determined that it in the best interests of the Member, and in the public interest, to execute this Agreement and participate in FRMS as a Member;

WHEREAS, it is to the mutual advantage of and in the best interest of the parties to this Joint Powers Agreement to continue and expand this Joint Powers Authority for the purposes stated.

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

**SECTION 1:
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement:

1. “Act” means Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended.
2. “Administrator” shall mean the employee or third-party contractor who is appointed by the Board of Directors to manage the business and affairs of FRMS under the policy direction of the Board of Directors.
3. “Assessment” means an amount additional to a Member’s initial contribution or annual contribution, which the Board of Directors determines, in accordance with this Agreement and/or the Bylaws, that a Member or Former Member owes on account of its participation in a Coverage Program for a given Program year.
4. “Board of Directors” or “Board” shall mean the governing body of FRMS.
5. “Bylaws” means the Bylaws of FRMS adopted by the Board of Directors, as they may be amended from time to time.
6. “Claim” shall mean a demand made by or against a Member or Former Member which is or may be covered by one of the Coverage Programs approved by the Board of Directors.
7. “Contribution” shall mean the amount determined by the Board of Directors to be the appropriate sum of money which a Member must pay at the commencement of or during a Program Year in exchange for the benefits provided by a Coverage Program.
8. “Coverage Program” shall mean the specific type of Joint Protection Program as set forth in the terms, conditions and exclusions of the Coverage Documents for insured or self-insured losses, and the purchasing of excess or re-insurance and administrative services with respect to such losses. On the effective date, FRMS will operate two (2) Coverage Programs, the Workers’ Compensation Coverage Program for workers’ compensation claims, and the Employment Benefits Coverage Program for claims related to medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits. FRMS may add additional programs later.
9. “Coverage Documents” shall mean the Declarations, Memorandum of Coverages, Coverage Agreements, Endorsements, Policies of Insurance or any other documents that provide the terms, conditions, limits and exclusions of coverage afforded by a Coverage Program.

10. "District" shall mean a special district and political subdivision of the State of California as defined in Government Code Section 56000 et seq.
11. "Duly Constituted Board Meeting" shall mean any meeting of the Board of Directors noticed and held pursuant to the Ralph M. Brown Act and at which a quorum is determined to be present at the beginning of said meeting.
12. "Estimated Contribution" shall mean the amount which the Board of Directors estimates will be the appropriate contribution for a Member's participation in a Coverage Program for a Program Year.
13. "Excess or Re-Insurance" shall mean that insurance that may be purchased on behalf of FRMS and/or the Members to protect the funds of the Members or Former Members against catastrophic losses or an unusual frequency of losses in a particular Coverage Program during a Program Year in excess of any self-insured retention maintained by FRMS for that Coverage Program.
14. "Fiscal Year" shall mean that period of 12 months which is established by the Board of Directors as the fiscal year of FRMS.
15. "Former Member" shall mean a Member which was a signatory to this Agreement (or the prior FASIS Agreement) but which has withdrawn from, or been involuntarily terminated from participation in FMRS.
16. "Joint Protection Program" shall mean a Coverage Program offered by FRMS, separate and distinct from other Coverage Programs, wherein Members shall jointly pool their losses and claims, jointly purchase excess or re-insurance and administrative and other services including claims adjusting, data processing, risk management consulting and brokerage, loss prevention, legal, accounting and auditing and related services.
17. "Member" shall mean a public agency which has signed this Agreement, which qualifies as a Member under the provisions of this Agreement and the Bylaws, and which has been approved for membership by the Board of Directors.
18. "Memorandum of Coverage" shall mean a document issued by FRMS for each Coverage Program specifying the coverages and limits provided to the Members participating in that Coverage Program.
19. "Pooling" shall mean group self-insurance as permitted by Government Code Section 990.8, Labor Code Section 3700 and Government Code Section 53202.
20. "Program Year" shall mean a 12-month period of time determined by the Board of Directors, during which a particular Coverage Program is in effect.

21. “Retained Earnings” shall mean an account reflecting the accumulated earnings of a Coverage Program after payment of all losses, expenses and obligations of that Coverage Program.
22. “Risk Management” shall mean the process of identifying, evaluating, reducing, transferring and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insurance retention levels and the amount of reserves for potential claims.

**SECTION 2:
FRMS AS SUCCESSOR TO AND EXPANSION OF FASIS**

FASIS was originally formed on July 1, 1984, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide a program of pooling of self-insured workers’ compensation losses of its members, which members were defined as California fire protection districts formed and operating under the provisions of California Health and Safety Code Section 13800 et seq. and California community services districts providing fire suppression and emergency services formed and operating under the provisions of California Government Code Section 61000, et seq. FASIS has continued to provide this self-insurance program up to the effective date of this Agreement.

As of the effective date of this Agreement, the Fire Agencies Self Insurance System shall be known as Fire Risk Management Services, referred to herein as FRMS. Pursuant to Government Code Sections 6506 and 6507, from its inception, FRMS has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by its Board of Directors (“Board”).

FDAC EBA was originally formed on July 1, 2005, pursuant to the provisions of Government Code Section 6500 et seq. as a joint powers authority to provide employment benefits programs including medical, hospital surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding, to any California public agency including special districts, cities, and joint powers authorities which were formed with the power to provide fire suppression and emergency services. FDAC EBA has continued to provide this employment benefits program up to the effective date of this Agreement.

This Agreement is being amended and restated in part to allow members of Fire Districts Association of California Employment Benefits Authority (“FDAC EBA”) to join FRMS and share in consolidated administration and governance of programs. Accordingly, as of the effective date of this Agreement, the membership of FRMS shall consist of the members of FASIS, as well as the members of FDAC EBA that have approved this Agreement. Future membership in FRMS is open to public agencies throughout California that meet the membership requirements specified herein and in the Bylaws and are approved for membership by the Board of Directors.

**SECTION 3:
PURPOSE**

This Agreement is entered into by the Members pursuant to Government Code Sections 989, 990, 990.4, 990.6, 990.8, 52200 et seq., 6500 et seq. and Labor Code Section 3700, et seq., in order to provide, subject to the Coverage Documents, workers' compensation and employment benefits coverages, and/or coverages for other risks which the Board of Directors may determine.

Additional purposes of this Agreement are: (1) to reduce the amount and frequency of losses, and to decrease the costs incurred by Members in the handling and litigation of claims; (2) to expand the breadth and reduce the costs of health and welfare benefits including, but are not limited to medical, hospital, surgical, disability, legal expense, dental, vision, life, and income protection insurance or benefits, whether provided on an insurance basis, self-funded basis, or some combination of insurance and self-funding. These purposes shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public entity, Fire Risk Management Services ("FMRS") to establish and administer Coverage Programs as set forth herein and in the Bylaws.

It is also the purpose of this Agreement to provide for the inclusion at subsequent dates of such additional Members organized and existing as California public agencies as may desire to become parties to this Agreement and Members of FRMS, subject to approval by the Board of Directors.

**SECTION 4:
MEMBERSHIP**

Each Member which is a party to this Agreement must be a public agency which is duly organized and existing under the laws of the State of California with the power to provide at least one of the following services: (1) fire suppression services, (2) emergency medical services, including emergency disease response, prevention and control services; (3) hazardous material response services (4) medical transport and/or ambulance services, including emergency transportation services (5) rescue services; (6) any other emergency response services provided pursuant to the California Emergency Services Act (Government Code Section 8550 et seq.). "Emergency" is defined as any condition of disaster or of extreme peril to the safety of persons and/or property caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, plant or animal infestations or disease, earthquake, terrorism, or sudden and severe energy shortage. Each Member must be approved for participation in the Authority in the manner provided in the Bylaws of the Authority.

There shall be two (2) classes of Membership: (1) Voting Members; and (2) Non-voting Members. Voting Members shall be public agencies organized as a fire protection district formed and operating pursuant to the terms of California Health and Safety Code Section 13800 et seq. All other Members shall be Non-voting Members.

The rights and obligations of Voting Members shall be as described in the Bylaws.

SECTION 5:
PARTIES TO AGREEMENT

Each Member which has signed this Agreement certifies that it intends to and does contract with FRMS, and with all other parties who have signed this Agreement, and, in addition, with such other parties which may later be added as a party to and may sign this Agreement. Each party to this Agreement, which has or may hereafter sign this Agreement, also certifies that the withdrawal of any party from this Agreement by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this Agreement nor such party's intent to contract with the other remaining parties to this Agreement.

SECTION 6:
TERM OF AGREEMENT

This Agreement shall become effective as to existing Members of FASIS on the later of July 1, 2023, or the date on which the last of two-thirds of such Members have executed this Agreement ("effective date"). This Agreement shall become effective as to existing Members of FDAC EBA on the later of July 1, 2023 or the date on which two-thirds of its members have executed this Agreement.

This Agreement shall become effective as to each new Member upon: (1) approval of its membership by the Board of Directors of the FRMS; (2) execution of this Agreement by the new Member and by FRMS; and (3) by payment by the new Member of its initial contribution for participation in one of the Coverage Programs offered by the FRMS.

SECTION 7:
POWERS OF FRMS

FRMS shall have all the powers common to its Members and all additional powers set forth in the Joint Powers Authority Act, and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) to make and enter into contracts, including the power to accept the assignment of contracts or other obligations which relate to the purposes of FRMS, or which were entered into by a Member or Former Member prior to joining FRMS, and to acquire assets, incur liabilities, and resolve and make claims;
- (2) to accept an assignment from the FDAC EBA of all its assets, obligations and liabilities (including claims and contracts in existence at the time of consolidation) in order to benefit the Members and Former Members participating in the FDAC EBA employment benefits coverage program; provided, that except for the fair and equitable allocation of administrative and overhead expenses, funds from such assignment shall not be commingled and shall be separately accounted for as provided in this Agreement and the Bylaws;

- (3) to incur debts, liabilities or other obligations; including those which are not debts, liabilities or other obligations of the Members or Former Members, or any of them;
- (4) to charge and collect Contributions and Assessments from Members or Former Members for participation in a Coverage Program;
- (5) to employ agents and employees and/or to contract for services from third-party consultants;
- (6) to receive grants and donations of property, funds, services, and other forms of assistance from persons, firms, corporations and government entities;
- (7) to acquire, hold, lease or dispose of property, funds, contributions, donations, and any other forms of assistance from persons, firms, corporations and government entities;
- (8) to acquire property by gift, grant, exchange, devise, or purchase;
- (9) to hold, lease, convey, sell, encumber, or dispose of property;
- (10) to sue and to be sued in its own name;
- (11) to issue or caused to be issue bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted by law by Articles 2 and 4 of the Act or otherwise, including, but not limited to, bonds or other evidences of indebtedness issued on behalf of FRMS or its Members;
- (12) to obtain in its own name all necessary permits, licenses, opinions and rulings;
- (13) whenever necessary to facilitate the exercise of its powers, to form and administer nonprofit corporations to perform one or more of the functions which FRMS is empowered to perform, or to perform any other proper corporate function, and to enter into agreements with such nonprofit corporations;
- (14) to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement (including the provision of all other appropriate ancillary coverages for the benefit of Members or Former Members, or otherwise authorized by law or the Act; and
- (15) to exercise all powers and perform all acts as otherwise provided in the Bylaws.

Said powers shall be exercised pursuant to the terms hereof, and in the manner provided by law and in accordance with Section 6509 of the Act. The foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the Member or Former Member designated in the Bylaws.

SECTION 8:
BOARD OF DIRECTORS

All powers of FRMS shall be exercised by, and its property controlled and its affairs conducted by and through its Board of Directors. Said Board of Directors is hereby designated as the agency to administer and execute this Agreement pursuant to Government Code Section 6506.

The Board of Directors shall be composed of no more than fifteen (15) and no less than eleven (11) individuals, each of whom is elected by a majority vote of Voting Members participating in a Coverage Program, as specified in the Bylaws. Each member of the Board of Directors shall have one vote. The terms for Directors, procedures for electing Directors, and the composition of the Board of Directors shall be as set forth in the Bylaws. The Board of Directors shall have the authority to conduct all business and govern all affairs of this Joint Powers Authority under the provisions hereof and pursuant to law and shall have such powers and functions as are provided for herein, in the Bylaws, or by law.

SECTION 9:
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have such powers as provided in this Agreement and the Bylaws and such additional powers as necessary or appropriate to fulfill the purposes of this Agreement and the Bylaws, including, but not limited to the following:

- (a) Exercise all powers and conduct all business of this Joint Powers Authority.
- (b) Determine the details of and select the Coverage Programs to be offered by FRMS;
- (c) Provide for and develop various services including, but not limited to, financial administration, insurance consulting and brokerage services; claims adjustment services, loss control and risk management services; accountancy, auditing and actuarial services; and legal and legislative advocacy services, either through its own employees or contracts with third parties.
- (d) Appoint and provide policy direction to the Administrator, appoint committees, appoint staff, and employ such persons as the Board of Directors deems necessary for the administration of this Joint Powers Authority.
- (e) Determine and purchase all necessary insurance coverage, including Excess insurance, Re-insurance, liability insurance, director's and officer's liability insurance, and such other insurance as FRMS may deem necessary or proper to carry out the Coverage Programs offered by the Authority, and to protect the employees of FRMS and the employees of the Members.
- (f) Fix and collect Contributions and Assessments from participating Members in consideration for participation in the Coverage Programs offered by FRMS.

- (g) Deposit all funds received in appropriate separate bank accounts in the name of Fire Risk Management Services.
- (h) Invest funds on hand in any manner authorized by law for the investment of funds of a public agency.
- (i) Direct the payment, adjustment, compromise, settlement and defense of all claims as provided for in the Coverage Documents involving a Member during their period of membership in and participation in a Coverage Program.
- (j) Expend funds of FRMS only for the purpose of carrying out the provisions of the Agreement and the Bylaws as they now exist or may hereafter be amended.
- (k) Obtain a fidelity bond in such amount as the Board of Directors may determine for any person or persons who have charge of or the authority to expend funds of the FRMS.
- (l) Acquire property by gift, grant, exchange, devise, or purchase; or hold, lease, convey, sell, encumber, or dispose of all property necessary or appropriate to carry out the powers and operations of FRMS.
- (m) Establish policies and procedures for the operation of FRMS.
- (n) Enter into any and all contracts or agreements necessary or appropriate to carry out the purposes and functions of FRMS.
- (o) To prepare the annual operating budget of FRMS for each fiscal year.
- (p) To engage, retain and discharge agents, representatives, firms or other organizations as the Board of Directors deems necessary for the administration of FRMS.
- (q) To exercise general supervisory power and policy control over the Executive Director.
- (r) To transact any other business which is within the powers of the Board of Directors.
- (s) Elect officers of FRMS.

SECTION 10:
OFFICERS

The officers of FRMS shall consist of the President, Vice President, Secretary, Treasurer, Assistant Treasurer, and Administrator. The position of Treasurer shall be filled by a person who either is the treasurer of a Member, a certified public accountant, or one of the officers, employees, or contracted consultants of FRMS. The Treasurer shall have no vote unless the Treasurer is also a Director.

The Treasurer shall serve at the discretion of the President. The Treasurer shall be the depository of and have custody of all the funds of FRMS, from whatever source. The Treasurer shall comply with the duties and responsibilities of the office as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5 of the Government Code. The Board shall require the Treasurer to file with FRMS an official bond in the amount to be fixed by the Board. FRMS shall pay the cost of bond premiums required by this section.

In lieu of the designation of a treasurer and auditor as set forth in Government Code Section 6505.5, FRMS elects to appoint the Treasurer of FRMS to said positions under the provision of Government Code Section 6505.6. FRMS further elects to be governed by and incorporates herein all other provisions contained within Government Code Section 6505.6, including but not limited to the requirement that the Treasurer shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505. The treasurer, or the treasurer's designee, shall maintain or cause to be maintained all accounting or other financial records FRMS and shall file all financial reports required of FRMS and shall perform such other duties as the Board may specify.

All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws.

SECTION 11:
RESTRICTIONS ON POWER

Such powers enumerated in Section 8 hereof are subject to the restrictions upon the manner of exercising power by the California public agency which is a Member and which is named in the Bylaws, pursuant to California Government Code Section 6509.

SECTION 12:
COMPLIANCE WITH THE BROWN ACT

All meetings of the Board, including regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 et seq.

SECTION 13:
BYLAWS

The Board shall promulgate Bylaws to govern day-to-day operations of FRMS. The Board may amend the Bylaws from time to time as provided for in the Bylaws. The initial Bylaws of FRMS, a copy of which is attached hereto and marked Exhibit A, are hereby adopted as the initial Bylaws of FRMS. Each party to this Agreement by the execution hereof agrees to be bound by and to comply with all the terms and conditions of this Agreement and of said Bylaws as they now exist or may hereafter be amended, and agrees that any violation of the Bylaws shall be a violation of this Agreement. FRMS shall operate and conduct its business and affairs pursuant to the terms of

this Agreement and said Bylaws. In the event any provisions of the Bylaws conflict with a provision of this Agreement, the provision contained in this Agreement shall control.

SECTION 14:
COVERAGE PROGRAMS

FRMS shall maintain such types and levels of coverage for Coverage Programs as determined by the Board of Directors. The coverage afforded under one or more Coverage Programs may include protection for workers' compensation liability, employment health and welfare benefits, and any other risks which the Board of Directors may determine to be advisable. More than one type of coverage may be afforded under a single Coverage Program. FRMS shall describe the coverage and operation of each Coverage Program in writing utilizing documents such as Memorandums of Coverage, Master Program Documents, or other written policies and procedures.

The Board of Directors may arrange for purchase of Excess or Re-insurance. FRMS shall not be liable to any Member or to any other person or organization if such excess or re-insurance policies are terminated, cancelled or non-renewed without prior notice to one or more Members, or if there is a reduction in the type or amounts of coverage afforded under a Coverage Program by reason of any change in coverage in a succeeding excess or re-insurance policy, even if such reduction occur without prior notice to one or more Members.

SECTION 15:
IMPLEMENTATION OF THE COVERAGE PROGRAMS

The Board of Directors shall establish the coverage afforded by each Coverage Program, the amount of Contributions and Assessments, the precise cost allocation plans and formulas, provide for the handling of Claims, and specify the amounts and types of Excess or Re-insurance to be obtained. The Contributions and Assessments for each Coverage Program shall be determined by the Board of Directors as set forth herein, in the Bylaws, or in the controlling documents for each Coverage Program.

SECTION 16:
ACCOUNTS AND RECORDS

- (a) **Annual Budget.** FRMS shall, pursuant to the Bylaws, annually adopt an operating budget, including budgets for each Coverage Program.
- (b) **Funds and Accounts.** FRMS shall establish and maintain such funds and accounts as required by the Board of Directors and as required by generally accepted accounting principles, including separate funds and accounts for each Coverage Program. Books and records of FRMS shall be open to any inspection at all reasonable times by authorized representatives of Members, or as otherwise required by law.
- (c) **Investments.** Subject to the applicable provisions of any indenture or resolution providing for the investment of moneys held thereunder, FRMS shall have the power to

invest any money in the treasury that is not required for the immediate necessities of FRMS, as the Board determines advisable, in the same manner as local agencies pursuant to Government Code Section 53601 et seq. as such provisions may be amended or supplemented.

- (d) **No Commingling.** The funds, reserves, and accounts of each Coverage Program shall not be commingled and shall be accounted for separately; provided, however, that administration and overhead expenses of FRMS not related to a specific Coverage Program may be fairly and equitably allocated among Coverage Programs as determined by the Board of Directors. Investments and cash accounts may be combined for administrative convenience, but separate accounting shall be made for balances of individual funds and Coverage Program revenues and expenses.
- (e) **Annual Audit.** The Board shall provide for a certified, annual audit of the accounts and records of FRMS, in the manner prescribed in the Bylaws.

SECTION 17:
SERVICES PROVIDED BY FRMS

FRMS may provide, in the discretion of the Board of Directors, the following services in connection with this Agreement:

- (a) To provide or procure coverage, including but not limited to self-insurance funds and commercial insurance, as well as Excess or Re-insurance and umbrella insurance, by negotiation, bid or purchase;
- (b) To assist Members in obtaining insurance coverage for risks not included within the coverages of FRMS;
- (c) To assist risk managers with the implementation of risk management functions as they relate to risks covered by the Coverage Programs offered by FRMS;
- (d) To provide loss control and safety consulting services to Members;
- (e) To provide claims adjusting and subrogation services for Claims covered by the Coverage Programs;
- (f) To provide loss analysis and control through the use of statistical analysis, data processing, and record and file retention services, in order to identify high exposure operations and to evaluate proper levels of self-insured retention and deductibles;
- (g) To conduct risk management and claims audits relating to the participation of Members in the Coverage Programs;
- (h) To provide such other services as deemed appropriate by the Board of Directors.

SECTION 18:
RESPONSIBILITIES OF MEMBERS

Members or Former Members shall have the following responsibilities, which shall survive the withdrawal from, or involuntary termination of participation in a Coverage Program, or membership in FRMS:

- (a) Each Member shall designate an individual to be responsible for the risk management functions within that Member and to serve as a liaison between the Member and FRMS as to risk management.
- (b) Each Member shall consider all recommendations of FRMS concerning unsafe practices and/or hazard mitigation, and each Member participating in the Workers' Compensation Coverage Program shall implement and maintain an injury and illness prevention program as required by the California Labor Code within ninety (90) days of inception into program.
- (c) Each benefits program Member shall maintain its own set of records, including a loss log, in all categories of risk covered by each Coverage Program in which it participates to assure accuracy of FRMS' loss reporting system, unless it is deemed no longer necessary by the Board of Directors;
- (d) Each Member participating in the Workers' Compensation Program shall report job-related accidents or illnesses to the appropriate claims administrator as soon as practicable after notification of the accident or illness, and no later than 48 hours after notification, shall use the format specified by the claims administrator when making job-related accident reports, and make any other required notifications to government agencies, including Cal-OSHA, when required;
- (e) Each Member shall pay its Contribution, and any adjustments thereto, and any Assessments within the specified time period set forth in the invoice, or as otherwise set forth in the Bylaws. After withdrawal or termination, each Former Member or its successor shall promptly pay to FRMS its share of any additional Contributions, adjustments or Assessments, if any, as required of it by the Board of Directors;
- (f) Each Member or Former Member shall provide FRMS with such other information or assistance as may be necessary for FRMS to carry out the Coverage Programs in which the Member or Former Member participates or has participated;
- (g) Each Member or Former Member shall in any and all ways cooperate with and assist FRMS and any insurer of FRMS, in all matters relating to this Agreement and covered Claims;
- (h) Each Member or Former Member shall comply with all Bylaws, rules, regulations and operating policies and procedures adopted by the Board of Directors.

**SECTION 19:
NEW MEMBERS**

FRMS shall allow entry into its Coverage Programs of new Members, only upon approval of the Board of Directors, with any conditions or limitations that the Board deems appropriate. In order to become a Member and remain a Member, any public agency must participate in at least one Coverage Program, pay the Contributions required for such participation, and shall be authorized to exercise the common powers set forth in this Agreement.

**SECTION 20:
WITHDRAWAL**

Any Member may voluntarily withdraw from this Agreement only at the end of any applicable Program Year and only if:

- (a) The Member has been a party to this Amended and Restated Agreement for not less than three (3) full Program Years as of the date of the proposed withdrawal;
- (b) The Member submits at least 90 (ninety) days signed written withdrawal notification in accordance with the Bylaws;
- (c) In order to withdraw from the Agreement, the Member must have completed the three (3) full Program Year participation requirement for each Coverage Program in which the Member participated at the time of withdrawal.

Any Member may voluntarily withdraw from any particular Coverage Program only at the end of any applicable Program Year and only if:

- (a) The Member has participated in a Coverage Program for at least three (3) full Program Years;
- (b) The Member is a participant in another Coverage Program; and
- (c) The Member submits at least ninety (90) days signed written withdrawal notification in accordance with the Bylaws.

In the event that the three (3) year participation requirement for any Coverage Program has not been met, for each Coverage Program the withdrawing Member participated in at the time of withdrawal for less than three (3) years, such withdrawing Member shall be obligated to pay all Contributions and Assessments as if that Member had remained in such Coverage Program for the required three (3) full years.

In the event the notice of withdrawal is not provided as required above, any such withdrawing Member shall, with respect to each Coverage Program the Member participated in, be obligated to pay any and all Contributions and Assessments for the next full Program Year.

A Member may not withdraw as a party to this Agreement until it has withdrawn from all of the Coverage Programs of FRMS as provided herein and in the Bylaws.

SECTION 21:
EXPULSION

FRMS shall have the right to expel any Member's participation in a Coverage Program, or expel a Member from FRMS, for violation of the terms of this Agreement, the Bylaws, or any other rule, regulation or operational policy adopted by the Board of Directors of FRMS, in the manner provided for in the Bylaws.

The participation of any Member of FRMS, including participation in any of FRMS' Coverage Programs, may be expelled in the discretion of the Board of Directors whenever such Member is dissolved, consolidated, merged or annexed. Any such expulsion shall not relieve the Member or Former Member of its membership responsibilities specified in this Agreement.

SECTION 22:
EFFECT OF WITHDRAWAL OR EXPULSION

The withdrawal from or expulsion of any Member from this Agreement shall not be construed as a completion of the purpose of the Agreement, nor shall it terminate this Agreement. Any Member that withdraws or is expelled after the effective date of this Amended and Restated Agreement shall not be entitled to payment, return or refund of any Contribution, Assessment, consideration, or other property paid or donated by the Member to FRMS, or to any return of any loss reserve contribution, or to any distribution of assets.

The withdrawal from or expulsion of any Member from any Coverage Program shall not terminate its responsibilities to pay its unpaid Contributions, adjustments, or Assessments to such Coverage Program. The Board of Directors shall determine the final amount due from the Member or Former Member by way of Contributions or Assessments, if any, or any credit due on account thereof, to the Member or Former Member for the period of its participation. Such determination shall not be made until all Claims or other unpaid liabilities of that Coverage Program have been finally resolved.

SECTION 23:
TERMINATION OF FRMS AND DISTRIBUTION

This Agreement may be terminated at any time with the written consent of two-thirds of the then participating Members; provided, however, that FRMS and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of all assets, and all other functions necessary to wind up the affairs of the Authority.

The Board of Directors is vested with all powers of FRMS for the purposes of winding up and dissolving the business affairs of FRMS. These powers include the power to require Members or Former Members who were signatories to this Agreement at the time the subject Claims were

incurred, to pay any Assessments in accordance with loss allocation formulas for final disposition of all Claims and losses covered by this Agreement or the Bylaws.

Upon termination of a Coverage Program, all net assets of such Coverage Program other shall be distributed only among Members that are participating in such Coverage Program at the time of termination, in accordance with and proportionate to their Contributions, adjustments, and Assessments paid less claims or losses paid during the period of that Member's participation in the Coverage Program. The Board of Directors shall determine the distribution in the manner specified in the Bylaws.

Upon termination of this Agreement, all net assets of FRMS, other than the net assets of any Coverage Program distributed as provided above, shall be distributed only among Members in good standing at the time of such termination in accordance with and proportionate to each such Member's contributions made and claims or losses paid, as permitted by Government Code Section 6512.2. The Board of Directors shall determine such distribution in the manner specified in the Bylaws.

In lieu of terminating this Agreement, the Board may, with the written consent of two-thirds of the Voting Members, elect to assign and transfer all rights, assets, liabilities and obligations of FRMS to a successor joint powers authority created under the Act.

**SECTION 24:
AMENDMENTS**

This Joint Powers Agreement may be amended by an amendment in writing signed by two-thirds of the Members then parties to this Agreement. Upon signature of any amendment by two-thirds of the then participating Members, any Member failing or refusing to sign such amendment may be involuntarily terminated as a party to this Agreement as provided in the Bylaws.

**SECTION 25:
ENFORCEMENT**

FRMS is hereby granted authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any Member which has signed this Agreement, the Member agrees to pay such sums as the court may fix as attorney fees and costs in said action.

**SECTION 26:
NON-LIABILITY OF MEMBER AGENCIES**

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the FRMS shall not be the debts, liabilities or obligations of the Members which are parties to the Agreement. Nothing in the Joint Powers Agreement or in the Bylaws adopted pursuant thereto shall be construed as imposing liability upon any Member, or any officer, employee or member of the legislative body thereof, for the payment of any Claims incurred in any of the Coverage Programs

offered by FRMS to its Members, the sole recourse of claimants being against funds of those insurance programs and/or self-funded programs administered by the FRMS for the payment of such benefits.

SECTION 27:
NON-LIABILITY OF DIRECTORS, OFFICERS, ADMINISTRATOR,
AGENTS AND EMPLOYEES

The Board of Directors, officers, Administrator, agents, and employees of FRMS shall not be liable to FRMS, to any Member or Former Member, or to any other person for any actual or alleged breach of duty, mistake of judgment, neglect, error, misstatement, misleading statement, or any other act or omission in the performance of their duties hereunder; for any action taken or omitted by any director, officer, administrator, agent, or employee, or independent contractor; for loss incurred through the investment or failure to invest funds; or loss attributable to any failure or omission to procure or maintain insurance; except in the event of fraud, gross negligence, or intentional misconduct of such director, officer, administrator, agent, or employee. No director, officer, administrator, agent, or employee, including former directors, officers, administrators, agents or employees, shall be liable for any action taken or omitted by any other director, officer, administrator, agent, or employee.

SECTION 28:
INDEMNIFICATION OF BOARD OF DIRECTORS, OFFICERS, AND EMPLOYEES

As a public entity, FRMS shall defend and shall indemnify and hold harmless its directors, officers, and employees, including former directors, officers and employees, from any and all claims, demands, causes of action, liability, losses and damages arising out of the performance of their duties as such directors, officers and employees of FRMS, except in the event of fraud, gross negligence, corruption, malice or intentional misconduct, and the funds of FRMS shall be used for such purposes. FRMS may purchase conventional insurance to protect FRMS, and its Members and Former Members, against any such acts or omissions by its directors, officers and employees, including former directors, officers and employees.

SECTION 29:
ADMINISTRATION OF PREEXISTING OBLIGATIONS

- (a) All liabilities and obligations of FASIS existing prior to the effective date of this Amended and Restated Agreement will be administered under the terms and conditions of the FASIS Agreement as it existed prior to the effective date.
- (b) All assets of FRMS existing prior to the effective date shall be reserved by FRMS for the sole purpose of administering the preexisting obligations under the FASIS Agreement.
- (c) The Board shall appoint a committee made up of representatives of Members that were Members of FASIS prior to the effective date to make recommendations to the Board regarding the administration of the preexisting obligations under the FASIS Agreement.

As to specific agenda items relating to such matters, only Directors representing Members who were members of FASIS prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FASIS prior to the effective date.

- (d) In the event that FDAC EBA assigns its rights, assets, liabilities and obligations to FRMS, any assets of FDAC EBA that are assigned to FRMS shall be used exclusively for the purpose of administering the obligations of FDAC EBA. In the event of such assignment, the Board shall appoint a committee made up of representatives of Members that were Members of FDAC EBA prior to the effective date to make recommendations to the Board regarding the administration of FDAC EBA's obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of FDAC EBA prior to the effective date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Directors that represent members of FDAC EBA prior to the effective date.

SECTION 30:
MISCELLANEOUS PROVISIONS

- (a) This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of the Authority and to the successors in interest of each Member in the same manner as if such parties had been expressly named herein.
- (b) This Agreement shall be governed by the law of the state of California. This Agreement together with the documents incorporated into the Agreement by reference constitute the entire Agreement between the parties regarding its subject matter. There are no oral understandings or agreements not set forth in writing herein.
- (c) If any provisions in this Agreement are held by any court to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect.
- (d) No person or organization or entity shall be entitled to assert the rights of any Member or Former Member under any Coverage Document or Coverage Program. No Member or Former Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member or Former Member shall have any right, claim or title to any part, share, interest, fund, contribution or asset of FRMS.

SECTION 31:
EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

(Agency Name)

Date: _____

By: _____
Name/Title



Oceano Community Services District

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

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

Date: October 11, 2023

To: Board of Directors

From: Will Clemens, General Manager

Subject: **Agenda Item #7(F):** Approval of a budget expenditure request of \$1,175 by the Oceano Parks and Recreation Committee for a Dia de los Muertos event at the Oceano Community Center and acceptance of a \$99 donation from Walmart

Recommendation

It is recommended that your Board approve:

1. Budget expenditure request of \$1,175 by the Oceano Parks and Recreation Committee for a Dia de los Muertos event at the Oceano Community Center
2. Accept a donation of \$99 for the community event from Walmart

Discussion

At the Regular meeting of September 27, 2023, the Board requested that the item be brought back to consider a budget expenditure request from the Oceano Parks and Recreation Committee (OPARC) for a community event at the Oceano Community Center to celebrate Dia de los Muertos. OPARC has received a donation of \$99 from Walmart for the event. Attached is the budget expenditure request from OPARC.

Other Agency Involvement

Lucia Mar Unified School District.

Financial Considerations

N/A

Results

Establishing OPARC event with other local agencies promotes a livable and well governed community.

Attachment: OPARC Budget Request

Carey Casciola

From: Charles Varni [REDACTED]
Sent: Monday, October 2, 2023 2:08 PM
To: Carey Casciola
Subject: OPARC Dia de los Muertos Budget for approval 10/11/23

OCSD OPARC
OCSD meeting 10/11/23

Event budget approval for Nov 5, 2023 Dia de los Muertos community celebration

Custodian \$175
Disc Jockey and sound system \$300
Food service items \$100
Ballet Folklorico dancers \$150
Poster and flyers \$150
Marigold flowers \$50
Contingency \$250

Total \$1050



Oceano Community Services District

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

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

Date: October 11, 2023

To: Board of Directors

From: Will Clemens, General Manager

Subject: **Agenda Item #8(A)– Continuation of Item 8A from the Regular Meeting of September 27, 2023 - Discussion and consideration of revisions to the bylaws regarding the Oceano Community Services District Board of Director’s decision-making processes**

Recommendation

It is recommended that your Board review item 8A from the Regular Meeting of September 27, 2023, to discuss and consider revisions to the bylaws regarding the Oceano Community Services District Board of Director’s decision-making processes and any necessary revisions thereto.

Discussion

At the Regular Board meeting on September 13, 2023, your Board requested a discussion of the decision-making processes of the Board of Directors. Attached are the bylaws adopted on September 21, 2023. Then at the Regular meeting of September 27, 2023, the Board continued item 8A and requested that the item be brought back to the Board for consideration.

Other Agency Involvement

n/a

Other Financial Considerations

n/a

Results

Reviewing the Board Bylaws helps to promote a well governed community.

Attachments: By-Laws Redline

Rosenberg Rules of Order

**OCEANO COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS — BYLAWS**

1. OFFICERS OF THE BOARD OF DIRECTORS.

1.1. The officers of the Board are the President and Vice President.

1.2. The President and Vice President shall be elected annually during a meeting in December, after any newly elected Board members are seated in conformance with Government Code Section 61043. The term of office for the President and Vice-President of the Board shall commence immediately after the election.

1.3. The President of the Board shall serve as presiding officer at all Board meetings. The President shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.

1.4. In the absence of the President, the Vice-President of the Board shall serve as presiding officer over all meetings of the Board. If the President and Vice-President of the Board are both absent, the remaining members present shall select one of themselves to act as presiding officer of the meeting.

1.5. The Board may at any time determine, by majority vote of all members, that the President has demonstrated an inability to serve. Upon such determination, the Vice President shall preside instead of the President.

1.6. The Board may at any time determine, by majority vote of all members, that the Vice President, when acting as the presiding officer pursuant to Section 1.5 above, has demonstrated an inability to serve. Upon such determination, the Board shall, by majority vote, elect another member to be the presiding officer.

2. MEETINGS.

2.1. Regular meetings of the Board of Directors (the Board) shall commence on the second and fourth Wednesday of each calendar month in the Board room at the District Office currently located at 1655 Front Street, Oceano, CA, 93475. Regular meeting times shall be set annually pursuant to the current Director's schedules and/or preference with the consideration to the public's right to participate. Cancellation of a regular meeting shall require approval by a majority of the Board.

2.2. Members of the Board shall attend all regular and special meetings of the Board unless there is good cause for absence.

2.3. The General Manager, in cooperation with the Board at the prior meeting shall prepare an agenda for each regular and special meeting of the Board. Any Director, before or during a regular meeting, may request that the General Manager place an item on the agenda. The General Manager may also put emergent District business on the agenda. The President may, at any time and in accordance with the Brown Act, direct that an item be placed on a specific agenda. Items being placed on any agenda are subject to Brown Act regulations. All correspondence must list the individual's name to be placed in the agenda packet.

2.4. No action or discussion may be taken on an item not on the posted agenda. However, matters deemed to be emergencies or of an urgent nature may be added to the agenda of a regular meeting under the procedures of the Brown Act. Pursuant to the Brown Act and at regular meetings:

- a) Board Members may briefly respond to statements or questions from the public; and
- b) Board Members may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
- c) The President or no fewer than two members of the Board of Directors may direct the staff to place a matter on a future agenda. ~~The President shall have unilateral authority to place items on the agenda at any time in conformance with the Brown Act.~~

~~2.X The Board shall conduct its meetings in accordance with Rosenberg's Rules of Order. To the extent that the Rules of Order conflict with these bylaws, these bylaws shall supersede. To the extent state law conflicts with these bylaws or the Rules of Order, state law shall supersede.~~

2.5. The presiding officer shall conduct all meetings in a manner consistent with the policies of the District and the Brown Act. He/she shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/she shall announce the Board's final decision on all subjects. He/she shall vote on all questions; and on roll call his/her name shall be called last.

2.6. A majority of the Board shall constitute a quorum for the transaction of business. While a majority of the Board is sufficient to do business, motions must be passed unanimously if only three Board members are present. Only those Board members present at a meeting may vote on business conducted at that meeting.

2.7. If a quorum does not arrive within fifteen (15) minutes of the time the meeting has been scheduled, it shall be determined that a quorum is not present. When there is no quorum for a regular meeting, the President, Vice President, or any Board member shall adjourn such meeting or, if no Board member is present, the District secretary shall adjourn the meeting.

~~2.X The Board declares that it is the policy of the District that each business item should be considered for a first and second reading, except in cases of an urgent circumstance which meaning shall be determined solely by the Board. A motion for final approval of a business item without a first reading shall be presumed to be taken under urgent circumstances for the purpose of this bylaw. No action of the Board shall be made invalid for failure to consider the item for a first and second reading under this bylaw.~~

2.8. Roll call shall be taken on the passage of all business items before the Board. The roll call vote shall be entered in the minutes of the Board meeting showing those Board members voting aye, those voting no, and those not voting or absent. Unless a Board member states that he or she is not voting on an item because of a conflict of interest, his or her silence or abstention shall be deemed and recorded as an affirmative vote.

2.9. Any person attending a meeting of the Board may record the proceedings with an audio or video tape recorder or a still or motion picture camera unless the recording causes unreasonable noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings or would impair the ability of the public to observe the proceedings. All video tape recorders, still, and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speakers' podium once the meeting begins.

2.10. During each meeting, time shall be set aside to receive public comment in accordance with the Brown Act and District policy. Public comment shall be directed to the Board as a whole and not to any member individually or to the public.

2.11. If an individual or group willfully interrupts a meeting, fails to adhere to the District's policies pertaining to public comment, or otherwise creates an unreasonable disruption to the proceedings, the meeting may be stopped and the room may be cleared. In such circumstances, members of the media must be allowed to remain and only matters on the agenda can be discussed.

2.12. No regular meeting will be conducted past 9:30p.m. At that time the meeting will be continued, to a time and place acceptable to a majority of the Board Members present, to consider any items where action is necessary prior to the next regular Board meeting. If a second meeting is held and continues until 9:30p.m., then the meeting will be adjourned and remaining agenda items continued to the next regular Board meeting. Adjournment at 9:30p.m. may be disregarded by means of a motion to suspend the rules, if seconded and approved by a vote of a majority of the Board Members present.

3. COMMITTEES.

3.1. The Board may create Committees that are reflective of the District's business and its enumerated powers at its discretion. Committees shall be advisory committees to the Board and shall not commit the District to any policy, act or expenditure. The duties of the committees shall be outlined at the time of creation.

3.2. All committee meetings shall be conducted as public meetings in accordance with the Brown Act.

3.3. No committee shall include in its membership more than two (2) Board members.

3.4. An alternate member may be assigned by the Board in advance for those meetings where a regular member is unable to attend.

3.5. Committee assignments and District appointments will be coordinated with the election of the District officers annually. Upon a motion and a majority vote, committee assignments and appointments may be reconsidered at any time during the calendar year.

4. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES.

4.1. The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file created for that purpose, with a record of each particular type of business

transacted set off in paragraphs with proper subheadings. However, the District Secretary shall be required to make a record only of such business as was actually passed upon by a vote of the Board and, except as provided in Section 4.2 below, shall not be required to record any remarks of Board Members or any other person. The Minutes shall record all of the votes taken for the passage of all ordinances, resolutions or motions.

4.2. Any Director may request that brief comments pertinent to an agenda item be included in the minutes, but only at the meeting in which the item is discussed.

4.3. The District Secretary shall attempt to record the names and place of residence of persons addressing the Board, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter.

4.4. Whenever the Board acts in a quasi-judicial proceeding, such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

4.5. Any audio or visual recording of a District meeting made for whatever purpose at the direction of the District shall be subject to inspection pursuant to the California Public Records Act. Audio and/or visual recordings will be posted on the District's website for 30 days before being taken down. Physical copies of the audio/visual recordings will be retained in the District archive for five (5) years and may be destroyed thereafter.

4.6. Nothing herein shall be deemed to create a requirement that minutes from the meeting be taken, or tape or film recordings be made, of any closed sessions of the Board.

4.7. All correspondence should have Name and Address of record to be entered in the minutes.

5. MEMBERS OF THE BOARD OF DIRECTORS.

5.1. Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

5.2. Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and options, but in a respectful manner.

5.3. Once the Board takes action, Directors should commit to supporting the action and should not obstruct implementation of the action.

5.4. Any vacancy in the office of a member elected to the Board shall be filled pursuant to Government Code Section 1780.

6. AUTHORITY OF DIRECTORS.

6.1. The full Board of Directors, in actions taken pursuant to The Brown Act, retain absolute power to set policy, direct staff, and conduct the business of the District.

6.2. The Board is the unit of authority within the District. Apart from their normal functions as a part of the Board, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.

6.3. Directors represent and act for the community as a whole.

6.4. The primary responsibility of the Board is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are the responsibility of the professional staff members of the District. Directors should not obstruct the professional staff in the performance of their duties.

6.5. The Board at a regular or special meeting may authorize a Director or staff to speak or communicate on behalf of the District or represent the District at a meeting or related function. Otherwise, Board members attending such events as described above shall make it clear that they are speaking on their own behalf and not representing the District or its Board of Directors.

7. DIRECTOR GUIDELINES.

7.1. It is the intent of the Board of Directors to:

- a)** Maintain control and direction of the District by action of the Board of Directors taken pursuant to the Brown Act;
- b)** Allow Board Members access to information relative to the running of the District;
- c)** Protect staff from undue influence, threats, harassment, and/or pressure from individual Board Members or members of the public; and
- d)** Allow staff to execute priorities given by the Board of Directors and management without fear of reprisal.

7.2. Individual Board members, by making a request to the General Manager shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as a basis for certain actions of staff or as justification for staff recommendations. Board Members shall receive the cooperation and candor of the General Manager in being provided with the requested information. If the General Manager cannot timely provide the requested information because it is not presently available or its production would cause an interruption in work schedules or workloads, then the General Manager shall inform the Board member why the information is not available or cannot be made available in a timely manner, and when it may be made available.

7.3. If the information still cannot be provided the General Manager shall, or the Board Members shall direct the General Manager to, place an item on the Board agenda for direction as to the Board's desire and method of providing the information.

7.4. In handling complaints from residents, property owners within the District or other constituents, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager for processing and appropriate response.

7.5. Directors, when seeking clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programs, should refer said concerns directly to the General Manager.

7.6. When approached by District personnel concerning specific District policy, Directors should direct inquiries to the General Manager.

7.7. Directors and the General Manager should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.

7.8. When responding to constituent requests and concerns, Directors should respond to individuals in a positive manner and route their questions to the General Manager.

7.9. Sitting Directors should not enter into Litigation against the District. Should a Director enter into litigation against the District, it will be presumed that said Director has a conflict of interest on all matters presented to the Board for discussion and action.

8. DIRECTOR COMPENSATION.

8.1. Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular or special meeting of the Board and fifty dollars (\$50.00) for each committee meeting attended by him or her as the appointed Board representative or as the alternate. An alternate will be compensated only if attendance of the alternate at a committee is required because

- 1) the appointed representative is unable to attend or
- 2) the Board has directed the alternate to attend

8.2. In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

8.3. Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.

9. EXPENSE REIMBURSEMENT.

9.1. Each Board Member is entitled to reimbursement for their actual and necessary traveling and incidental expenses incurred in the performance of the duties required and authorized by the Board. Personal phone calls are not reimbursed.

a) It is the policy of the District to exercise prudence with respect to hotel or motel accommodations. It is also the policy of the District for Board members and staff to stay at the hotel or motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible.

b) Any Director traveling on District business shall receive transportation and lodging expenses, and ordinary expenses such as meals and tips. If a Director is called upon to personally pay District business expenses during travel, the Director shall maintain all receipts from any such District business trips. Such receipts will be used to calculate the amount of reimbursement.

- c) Mileage reimbursement for use of privately-owned vehicles used for District business shall be as established by the Internal Revenue Service.

10. CORRESPONDENCE DISTRIBUTION POLICY.

10.1. The following letters and other documents shall be accumulated and delivered to the Board on Friday of each week.

- a) All letters approved by the Board and/or signed by the President on behalf of the District.
- b) All correspondence received by the District that are of District-wide concern as reasonably determined by the General Manager.

11. CONFLICTS OF INTEREST AND RELATED POLICY.

11.1. State laws exist which attempt to eliminate any action by a Board Member or the District which may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. The following provides a brief policy summary of various conflict related laws. Directors are encouraged to consult with the Fair Political Practices Commission (the "FPPC") at (916) 322-5660, prior to the day of the meeting if they have a question about a particular agenda item.

11.2. Each Director is encouraged to review the District's Conflicts of Interest Code on a regular basis. The general rule is that an official may not participate in making a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic interest of the official, and the effect is distinguishable from the effect on the public generally. If real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by decision, that interest is deemed to be directly involved in the decision. Additionally, FPPC rules generally require a disqualified Board member to leave the room during the discussion of the matter.

11.3. The prohibitions of Government Code Section 1090 provide that the District may not contract with any business in which a Board member has a financial interest.

11.4. The basic rule is that public policy requires that when the duties of two offices are repugnant or overlap so that their exercise may require contradictory or inconsistent action, to the detriment of either public office, the discharge of the duties of the two offices by one person is incompatible with the affected office and the official must step down from one of the offices.

12. EVALUATION OF CONSULTANTS.

The District Consultants, including the District's Legal Counsel and Consulting Engineer, shall be evaluated as needed.

13. CONTINUING EDUCATION.

13.1. Board Members are required to attend training on ethics and sexual harassment every other year on an alternating schedule. Board members are also required to attend training on the National Incident Management System (NIMS).

13.2. Members of the Board and the General Manager are encouraged to attend educational conferences and professional meetings to improve District operation, such as Special District Administration, Finance and Governance, and other programs that emphasize employee relationships.

13.3. Subject to budgetary constraints, there is no limit on the number of Directors attending a particular conference or seminar when their attendance is beneficial to the District and in compliance with the Brown Act.

14. RELATIONSHIP AND CONDUCT BETWEEN BOARD MEMBERS AND STAFF.

14.1. The Board of Directors recognizes that the primary function of staff is to execute Board policy and to keep the Board of Directors informed.

14.2. Members of the Board of Directors shall not attempt to pressure and/or influence staff decisions, recommendations, workloads, schedules, and priorities.

14.3. Staff shall take guidance and direction only from action taken by the Board of Directors or from appropriate management supervisors as may be the case. Staff shall reject any attempts by an individual Board Member to influence or otherwise pressure them into making, changing or otherwise affecting staff decisions or recommendations, or changing work schedules and priorities. Staff shall report such attempts, without fear of reprisal, to the General Manager, or to the President or the Vice President of the Board of Directors, who shall take appropriate action.

14.4. In the event that an employee has been the subject of any unlawful conduct from a Board Member, the employee shall report such conduct in writing and without fear of reprisal to the President or the Vice President of the Board of Directors, or to the Grand Jury directly, who shall investigate the complaint and take further necessary action.

15. FIDUCIARY RESPONSIBILITY.

15.1. No member of the Board of Directors shall serve as the District treasurer.

15.2. The General Manager shall be responsible for supervision of the District's finances.

15.3. The Board of Directors shall adopt by resolution a system of accounting and auditing that shall completely and at all times show the District's financial condition. The system of accounting shall adhere to generally accepted accounting principles (Government Code Section 61053). The Board will ensure that generally accepted accounting principles (Government Code Section 61053) are being adhered to by annually hiring an independent auditor to perform such audit.

15.4. The District's money shall be deposited in conformance with the District Investment Policy.

15.5. The General Manager shall make quarterly or more frequent written reports to the Board of Directors, as the Board shall determine, regarding the receipts and disbursements and balances in the accounts of the District.

15.6. The Board will review and approve the District Investment Policy on an annual basis.

15.7. The budget shall be prepared annually for Board approval by the following procedures:

a) On or before June 1st of each year, the Board of Directors should adopt a preliminary budget that conforms to generally accepted accounting procedures applicable to special districts. The preliminary budget shall be prepared by the General Manager.

b) On or before July 1st of each year, the Board of Directors shall publish a notice in a newspaper of general circulation stating the date, time, and place when the Board will meet to adopt the final budget, and that the preliminary budget is available for inspection at the District office.

c) On or before September 1st of each year, the Board of Directors shall adopt a final budget that conforms to generally accepted accounting procedures applicable to special districts.

d) The procedures for adopting a budget shall comply with Government Code Section 61110.

15.8. Audits shall be conducted as soon after the end of the Fiscal Year as possible, preferably within 120 days.

16. PUBLICATION OF POLICY.

16.1. Copies of this Policy shall be distributed to:

a) All current District employees and new employees at the time of hire.

b) All current Directors of the District and new Directors at the time they take office.

c) Staff will provide orientation for new Directors.

16.2. The General Manager shall be available to answer questions of District employees regarding the District Policy on relationship and conduct between Board Members and staff.

17. RESTRICTIONS ON BYLAWS.

These Bylaws shall govern the Board in all cases to which they are applicable and not otherwise inconsistent with State and Federal laws.



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes Western City magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



TABLE OF CONTENTS

About the Author	ii
Introduction	2
Establishing a Quorum.....	2
The Role of the Chair.....	2
The Basic Format for an Agenda Item Discussion	2
Motions in General.....	3
The Three Basic Motions.....	3
Multiple Motions Before the Body.....	4
To Debate or Not to Debate.....	4
Majority and Super-Majority Votes	5
Counting Votes.....	5
The Motion to Reconsider.....	6
Courtesy and Decorum	7
Special Notes About Public Input	7

INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

- 1. Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
- 2. Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
- 3. Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
- 4. Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move . . .”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: “I move that we amend the motion to have a 10-member committee.” A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: “I move a substitute motion that we cancel the annual fundraiser this year.”

“Motions to amend” and “substitute motions” are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a “motion to amend” or a “substitute motion” is left to the chair. So if a member makes what that member calls a “motion to amend,” but the chair determines that it is really a “substitute motion,” then the chair’s designation governs.

A “friendly amendment” is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, “I want to suggest a friendly amendment to the motion.” The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic “motion to have a five-member committee to plan and put on our annual fundraiser.” During the discussion of this motion, a member might make a second motion to “amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser.” And perhaps, during that discussion, a member makes yet a third motion as a “substitute motion that we not have an annual fundraiser this year.” The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: “I move we adjourn this meeting at midnight.” It requires a simple majority vote.

Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

How does this work in practice?

Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is “no.” There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, “point of privilege.” The chair would then ask the interrupter to “state your point.” Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person’s ability to hear.

Order. The proper interruption would be, “point of order.” Again, the chair would ask the interrupter to “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, “return to the agenda.” If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair’s determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



1400 K Street, Sacramento, CA 95814
(916) 658-8200 | Fax (916) 658-8240
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Rosenberg's Rules of Order at a Glance

The Three Basic Motions

Simple majority to pass / open to debate

Basic Motion: "I move that we..."

Motion to Amend: suggests changes to the basic motion.

Motion to Substitute: replaces the basic motion entirely.

Special Motions

Simple majority to pass / no debate, goes directly to vote

Motion to Adjourn: ends the meeting.

Motion to Fix a Time to Adjourn: ends the meeting at a set time.

Motion to Recess: break in the meeting. Chair sets length of the break.

Motion to Table: defers the motion under discussion to a future date.

Motions that Permanently Close Discussion

2/3 majority to pass / no debate, goes directly to vote

Motion to Limit Debate: stops debate. "I move the question."

Motion to Close Nominations: stops new nominations for a position.

Motion to Object to the Consideration of a Question: rare, stronger form of tabling. Used before debate has begun.

Motion to Suspend the Rules: temporarily changes meeting rules. Cannot be used to suspend non-parliamentary bylaws. Can be debated.

Meeting Interruptions

May be used at any time. Chair responds by asking you to state your point.

Point of Privilege: points out uncomfortable surroundings, like a cold room or being unable to hear a speaker.

Point of Order: points out failure to follow correct meeting procedures.

Call for Orders of the Day: points out that the discussion has strayed from the agenda.

Appeal: reverses a Chair's ruling when passed by simple majority. Requires a second and can be debated.

Withdraw a Motion: used by the person making the motion. Others may immediately reintroduce the motion if they wish.

Motion to Reconsider

Simple majority to pass / open to debate

May only be made by a member who previously voted in the majority for the item. Must be made during the same meeting (or at the very next meeting, assuming it's been added to the agenda).

Voting:

Public Comment must be heard before votes are cast. See "Life of a Motion" for process relating to motions, public comment and votes.

Life of a Motion

1. Chair announces item subject and number
2. Sponsor introduces item
3. Board asks technical questions for clarification purposes
4. Public comment on the item
5. Chair asks for motion
6. Chair asks for second
7. Board debates motion
8. Board votes
9. Chair announces result

Notes:

- All motions require a second before they can be voted upon.
- You must be recognized by the Chair before speaking.
- Chair may set limits on debate time or number of speakers.
- Abstentions don't count in vote tally.
- A tie vote fails to pass.
- To recuse, publicly state reason for recusal and leave room during debate and vote.



Oceano Community Services District

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

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

Date: September 27, 2023

To: Board of Directors

From: Will Clemens, General Manager

Subject: **Agenda Item #8(B):** Continuation of Item 8A from the Regular Meeting of September 13, 2023 - Discussion and consideration of OPARC duties, governing policies and procedures, and committee membership, and proposed resolution and bylaws concerning the same

Recommendation

It is recommended that your Board review Item 8A from the Regular Meeting of September 13, 2023, and either adopt the proposed resolution and bylaws formalizing the operating procedures of the OPARC or, if proposed changes are required to those documents, direct staff to make changes approved by the Board and to return the documents for the Board's consideration at a future meeting.

Discussion

At the Regular meeting of September 13, 2023, the Board continued item 8A and requested that the item be brought back to the Board for consideration after the Oceano Parks and Recreation Committee reviewed the proposed resolution and bylaws.

With the activation of the parks and recreation power and allocation of funds to that power in the 2023-2024 Budget for the current fiscal year, the Board should consider formalizing the OCSD Parks and Recreation Committee's policies and procedures. Doing so will increase Board involvement with, and oversight of, the OPARC and allow staff to assist OPARC with standardizing the committee agendas and recommendations to the Board.

Presented to the Board for its consideration this evening are two documents. The first is a resolution recognizing the Board's activation of the parks and recreation power and adopting a proposed set of bylaws pertaining to the OPARC. The resolution also directs the General Manager or their designee to work with the OPARC on preparing and posting that committee's agendas.

The second document is the proposed bylaws applicable to the OPARC describing the proposed duties, procedures, and membership of the committee. These proposed bylaws were largely taken from suggestions made by Director Varni and Director Joyce-Suneson with some changes for clarification and formatting made by District Legal Counsel.



Oceano Community Services District

Board of Directors Meeting

The Board is encouraged to review both documents and direct questions pertaining to them. Staff is also prepared to revise both documents at the Board's direction.

Other Agency Involvement

Lucia Mar Unified School District, Oceano Elementary School Parent Teachers Association, and a Regional Advisory Committee representing the community of Oceano.

Financial Considerations

N/A

Results

Establishing OPARC duties, governing policies and procedures, and cooperation with other local agencies promotes a livable and well governed community.

Attachment: Resolution

OCEANO COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 2023 - _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY
ADOPTING THE BYLAWS OF THE OCEANO PARKS AND RECREATION COMMITTEE**

WHEREAS, the California Community Services District Law, Cal. Gov. Code § 61000 *et seq.*, which enumerates the types of services and facilities that may be provided by a community services district, specifically authorizes a district’s exercise of a Parks and Recreation power to:

- (1) “Acquire, construct, improve, maintain, and operate recreation facilities, including, but not limited to, parks and open space, in the same manner as a recreation and park district... [and]
- (2) Organize, promote, conduct, and advertise programs of community recreation, in the same manner as a recreation and park district...”;

WHEREAS, the Board of Directors (“Board”) of the Oceano Community Services District (the “District”) desires to exercise these powers in a manner that is transparent, collaborative, and accountable to the residents of Oceano;

WHEREAS, the District’s Bylaws allow the Board to, “...create Committees that are reflective of the District's business and its enumerated powers at its discretion [which] shall be advisory committees to the Board and shall not commit the District to any policy, act or expenditure”;

WHEREAS, the Board, in its regular meeting on February 22, 2023, authorized the creation of “a parks and recreation advisory committee to advise the Board of Directors on projects and programs relevant to recreation and parks in Oceano”;

WHEREAS, the Ralph M. Brown Act, Gov. Code § 54950 *et seq.*, requires “[a] commission, committee, board, or other body of a local agency, whether permanent or temporary, decision-making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body...” to comply with certain requirements regarding open and public meetings;

~~**WHEREAS**, the District’s Bylaws specify that, the full Board of Directors, in actions taken pursuant to The Brown Act, retain the sole discretion and authority “to set policy, direct staff, and conduct the business of the District”; and~~

WHEREAS, the Board desires to ~~enumerate~~clarify the duties and policies of the Oceano Parks and Recreation Committee.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Oceano Community Services District adopts Bylaws for the Oceano Parks and Recreation Committee, which are attached as Exhibit A to this resolution.

BE IT FURTHER RESOLVED that the District General Manager or their designee is directed to assist the chair and members of OPARC to allow the committee to conduct its work as described in this resolution and to ensure compliance with all applicable requirements under the committee bylaws adopted by this resolution.

PASSED AND ADOPTED by the Board of Directors of the Oceano Community Services District on September 13, 2023, by the following vote:

AYES:

NAYES:

ABSENT:

ABSTAIN:

President, Board of Directors of the
Oceano Community Services District

ATTEST:

Board Secretary of the
Oceano Community Services District

APPROVED AS TO FORM:

Chase Martin, District Counsel

EXHIBIT A-
BYLAWS FOR THE PARKS AND RECREATION ADVISORY COMMITTEE
OF THE OCEANO COMMUNITY SERVICES DISTRICT (“OPARC”)

SECTION I. DUTIES OF THE COMMITTEE

1. The purpose of the Oceano Parks and Recreation Committee (“OPARC” or “Committee”) is to advise the Board of Directors of the Oceano Community Services District (“District”) regarding the exercise of the District’s Parks and Recreation powers as those powers are enumerated in state law.
2. Pursuant to state law and the District’s Bylaws, OPARC is an advisory committee to the District’s Board of Directors (“Board”), and therefore shall not commit the District to any policy, act or expenditure; ~~has no independent decision-making authority.~~
3. Within 30 days after the appointment of Directors from the Board to serve on the OPARC, or no less than annually, OPARC shall submit a brief description of its proposed activities for the year to the Board for its approval. These activities may include:
 - a. Making suggestions regarding the planning and design process for proposed programs for parks and recreation within Oceano and presenting related recommendations to the Board;
 - b. Researching grants related to the District’s parks and recreation power and, at the direction of the Board, preparing applications for grants, recommending contracting with grant writers, and other funding sources;
 - c. Meeting with other public and private not-for-profit organizations to explore offering events or activities for Oceano, or to apply for grant funding; ~~at the direction of the Board;~~
 - d. Advising the Board on proposed policies and guidelines for use of District resources, including property owned by the District, for parks and recreation; and
 - e. Proposing programs that provide physical, cultural, and educational opportunities for residents of Oceano to the Board.

SECTION II. POLICIES & PROCEDURES

1. In accordance with state law and the District's Bylaws, OPARC shall ~~at all times,~~ operate as a standing committee for purposes of the Brown Act and shall conduct all meetings of the committee as public meetings in accordance with all applicable requirements of the Brown Act.

2. OPARC shall coordinate with the District's General Manager, or the General Manager's designee, to prepare agendas and related materials for all committee meetings, which shall be posted on the District's website and physically posted at the District office.

~~3.~~ OPARC shall maintain minutes for each of the committee's meetings ~~which shall be taken by a member of the committee~~ and included with the meeting materials for the next regular meeting of the Board of Directors for its review; this shall be in addition to the verbal report which will be made by a Director-committee member at that meeting.

~~3.4.~~ OPARC may receive funding for its operations from the OCSD General fund, from appropriate Enterprise accounts, from grants, and from private or public donations, as approved by a majority of Directors.

~~4. OPARC may not commit the District to any policy, act, or expenditure; this includes, but is not limited to, any of the following actions before obtaining approval from the Board: taking a publicized position on behalf of the District, submitting applications for a program or grant, directing action by District employees (except as provided in this Section), or taking steps to arrange an event or activity.~~

SECTION III. COMMITTEE MEMBERSHIP

1. Membership of the Committee shall consist of the following:

a. Two ~~(2)~~ members of the Board, one of whom shall be designated by the Board of to serve as chair of the Committee;

~~b.~~ One ~~(1)~~ individual representing the Lucia Mar Unified School District;

~~b.c.~~ One individual from the San Luis Obispo County Parks and Recreation Commission

~~e.d.~~ One ~~(1)~~ individual representing the Oceano Elementary School Parent Teacher Association;

e. ~~One (1)~~ representative from ~~the local County regional~~ Advisory Council for the residents of Oceano; ~~and~~

f. One representative from the Oceano Beach Community Association

g. One representative from the South County Boys and Girls Club

~~h.~~ One representative from the South County Senior Center

e.i. Four ~~at-large (4)~~ residents of the District.

2. The Board shall accept applications for membership on the committee in January of each year and shall approve the appointment of any Committee members no later than March of each year. Organizations may designate an alternate who can serve as a replacement in the absence of the designated Committee member.

3. The Board may remove a member of the Committee at any time, with or without cause, by a majority vote of the Board.

4. Members of the Committee may not receive compensation from the District for their service on the Committee, except that members of the Board may receive compensation for their service in accordance with applicable state law and District policy.

Carey Casciola

From: SHIRLEY GIBSON [REDACTED]
Sent: Thursday, October 5, 2023 1:36 PM
To: Carey Casciola
Cc: Will Clemens
Subject: Notice of Violation
Attachments: Notice of Violation 10052023.pdf

OCSD,

Please place this Notice of Violation with attached letter, on the October 11 agenda as late received written communication.

Best,
Shirley Gibson, V.P.

Sent from my iPhone



Oceano Community Services District

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

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

October 5, 2023

Beverly Joyce-Suneson
[REDACTED]

Subject: NOTICE OF VIOLATION

Ms. Joyce-Suneson,

We received the enclosed Notice of Violation from the County of San Luis Obispo. In addition to the violation of the County Code referenced in the Notice, the connection of the Recreational Vehicle (RV) to the District water and sewer systems is a violation of District Ordinances.

To avoid further District action, you are required to remove the water and sewer connections and return the RV to a state of storage and obtain a demolition permit from the County for the unpermitted sewer connection used by the RV. This must be completed in the timeframe provided in the enclosed Notice of Violation.

Sincerely,

[REDACTED]

Will Clemens

General Manager

Cc: Daniel Cheung

Enclosure: Notice of Violation 09/20/2023



NOTICE OF VIOLATION

09/20/2023

Beverly Suneson



RE: **CODE2023-00151** - (



Dear Property Owner,

The San Luis Obispo County Planning and Building Department Code Enforcement Unit has received complaints and verified violations of County Code on the property you either own or are responsible for. County Code violations make your property a public nuisance and are misdemeanors, so please take this notice seriously. We will assist you as much as we can, but it is your responsibility to resolve these violations.

Listed below are the violations and the resolution describing how to bring your property into compliance.

Violation(s):

SLOCC 22.30.040E limits outdoor storage of recreational vehicles to **1** per site. **No human habitation of recreational vehicles is allowed.**

Please properly store your recreational vehicle(s) or dependent trailer(s) and do not use it for sleeping or housekeeping purposes while stored. RVs must be stored outside of the front setback of the property (usually the first 25'), the exception is one self-propelled RV may be stored in the driveway. The County considers recreational vehicles to include trailers, boats, RV equipment (ie) motor homes or camper, 5th wheel trailers, or other dependent vehicles. There is no limitation on the number of RV's, RV equipment or other vehicles listed in this section when stored within a closed building.

SLOCC 19.02.030 (2) - Prohibited Structures. It shall be unlawful and a violation of this code for any person to:

- (2) Use a travel trailer or recreational vehicle for residential purposes, except in an approved campground or recreational vehicle park, or in other situations allowed by Titles 22 or 23 of this code.

19.02.020 (b) 105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

SLOCC 22.01.080 - Penalty for Violation. It is unlawful for any person to erect, construct, enlarge, alter, repair, move, use, occupy or maintain any building, structure, equipment, or portion thereof in the county of San Luis Obispo or cause the same to be done contrary to or in violation of any provision of this Title or any provisions of the codes, rules or regulations adopted in this Title.

Resolution(s):

1. You must cease the use of the RV for habitation.
2. Remove sewer and water connections and return the RV to a state of storage.
3. Obtain a demolition permit for the unpermitted sewer connection used by the RV

Please complete the above tasks by 10/06/2023. This is the only notice you will receive. If you do not voluntarily correct this matter, one or all of the following may be assessed:

1. You may be administratively fined.
2. You could be ordered to an Abatement Hearing in front of the County Hearing Officer.

In addition to the above, we are also notifying you that the adopted County Fee Ordinance requires our department to recover costs associated with the investigation and administration of nuisances. If you do not comply by the deadline, you will be charged either a minor or major cost recovery fee (fees currently in effect are \$642.00 or \$1,775.00 respectively). Additional required inspections will be billed at \$133.00/hour for building code violations and \$142.00 for land use violations. Also, if this matter is a repeat violation or is related to unpermitted (as-built) grading or construction, these fees cannot be waived.

In order to avoid these fees and legal action, you must either take action to bring your property into compliance or contact us to request additional time. You **MUST** make your

request before the compliance date. Please contact me either by phone or email when you have adhered to the requirements of this notice.

IMPORTANT: If you need an as-built permit, you will need to submit it first to an intake planner. Walk-in clients for as-built construction/grading are not served at the Permit Center without an appointment. Please call the receptionist at (805) 781- 5600 to schedule an appointment to submit the application.

Respectfully,

Brad Farr

Brad Farr
Resource Protection Specialist
bfarr@co.slo.ca.us
805-788-2084





September 15, 2023

Julie Tacker

Oceano Community
Services District

VIA EMAIL

**SUBJECT: CEASE AND DESIST DEMAND
RE: RALPH M. BROWN ACT (§§ 54960, 54960.2)**

Dear Board of Directors,

I, Julie Tacker, pursuant to government code section 54960.2, demand the Oceano Community Services District (OCSD) cease and desist the following practice which violates provisions of California's open meeting laws (California Government Section 54950 et seq.) to wit, the Ralph M. Brown Act that the Council make an unconditional commitment as prescribed in subdivision (c) of section 54960.2 not to repeat such practices in the future:

This violation infringes upon the people's right to remain informed and retain control over the people's business and directly address their public servants. Furthermore, this violation may jeopardize the ongoing business and finality of actions taken by the OCSD.

On September 5, 2023, the OCSD Board of Directors were to meet in Closed Session pursuant to:

- A. §54956.9 (d)(4): Conference with District Counsel regarding initiation of litigation. Number of cases: one (1).
- B. §54957: Performance evaluation – General Manager

Prior to adjourning to the Closed Session, Board President, Allene Villa, announced that they were going into the closed meeting by reading the Closed Session agenda items verbatim. President Villa then offered to open the floor to the public. It was then that the Brown Act was violated when District Legal Counsel, Daniel Cheung, stopped President Villa from taking public comment on the Closed Session agenda items saying, "As the Board has already taken public comment on all items on the agenda, you may adjourn to closed session."

In this regard, California Code, Government Code §54957.7(a) states: "*Prior to holding*

any closed session, the legislative body of the local agency shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosure may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the legislative body may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.”

The right to public comment includes the public's right to comment on Closed Session agenda items **prior to** the board going into closed session. The board must inform members of the public that they are adjourning to closed session and must state or refer to the closed session agenda items so that the public has a general understanding of the topics that will be covered in closed session. (Gov. Code § 54957.7.) **The board must then permit members of the public to comment on closed session agenda items before convening into closed session.**

Additionally, in the header of the agenda, second paragraph, states that “Each individual speaker is limited to a presentation time of THREE (3) minutes per item.” See blue underline below:



NOTICE OF SPECIAL MEETING
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, September 6, 2023 – 2:00 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 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. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

This public comment period for a special meeting provides an opportunity for members of the public to address the Board directly regarding items that are described in the notice for the meeting. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

5. BUSINESS ITEMS:
 - A. Discussion and consideration of authorization for Oceano Parks and Recreation Committee Grant Application
6. CLOSED SESSION:
 - A. Pursuant to Government Code §54956.9 (d)(4): Conference with District Counsel regarding initiation of litigation. Number of cases: one (1).
 - B. Pursuant to Government Code §54957: Performance evaluation – General Manager
7. ADJOURNMENT:

This agenda was prepared and posted pursuant to Government Code Section 54956. The 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.

It appears Mr. Cheung relied on the statement on the agenda under item "4. PUBLIC COMMENTS FOR ITEMS ON THE AGENDA" (indicated by red box above) to prevent the President of the Board from allowing comment on the Closed Session items.

As is the norm in OCSD meetings, there were very few attendees. To open the floor to public comment for closed session not only would have been prudent, the comments, even if *all* members of the public in attendance had spoken, would have taken very little of the board's time and may have provided valuable information for the Board's consideration. Without that input, should there have been any, the closed session discussion occurred in a vacuum, without the benefit of public input.

The intent of this Cease and Desist is to bring this Brown Act violation to your attention and ask that your district cease, desist from, and not repeat the practices identified.

The district has 30 days from receipt of this letter to provide me with an unconditional commitment to cease, desist from, and not repeat the practices noted above. The district's failure to do so will entitle me to file an action for legal remedy, including attorney's fees and costs.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

A handwritten signature in cursive script that reads "Julie Tacker".

Julie Tacker

Carey Casciola

From: Will Clemens
Sent: Friday, October 6, 2023 10:03 AM
To: Carey Casciola
Subject: FW: [EXT]RE: Cease and Desist

Will Clemens

General Manager
will@oceanocsd.org

Oceano Community Services District
1655 Front St., PO Box 599
Oceano, CA. 93475
Office (805) 481-6730
Fax (805) 481-6836

<http://oceanocsd.org/main/>



From: Kenneth Jorgensen
Sent: Friday, September 15, 2023 4:36 PM
To: Daniel Cheung <cheung@ammcglaw.com>; julie Tacker [REDACTED]
Cc: Dan Dow <ddow@co.slo.ca.us>; Chase Martin <cmartin@ammcglaw.com>; Will Clemens <will@oceanocsd.org>
Subject: RE: [EXT]RE: Cease and Desist

All,

I agree with Mr. Cheung that there was no Brown Act violation relating to one public comment period at the beginning for all items at a special meeting. Government Code section 54954.3(a) provides, “Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.”

But I wanted to point out something else. It seems like the time limitations for public comment could be clearer. Below is portion from Ms. Tacker’s complaint. The section she highlights in blue limits a speaker to 3 minutes per item. But the next sentence allows for six minutes per speaker if that speaker

wishes to discuss more than one item on the agenda. However, the time limitation provided under item 4, within the red box, seems to limit public comment to a total of 3 minutes per speaker, regardless of the number of items that they wish to discuss.

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 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:

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4. PUBLIC COMMENT FOR ITEMS ON THE AGENDA:

This public comment period for a special meeting provides an opportunity for members of the public to address the Board directly regarding items that are described in the notice for the meeting. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

5. BUSINESS ITEMS:

A. Discussion and consideration of authorization for Oceano Parks and Recreation Committee Grant Application

I recommend this form be updated so that both instructions on the agenda are more consistent with one another. I believe adding some more clarity will avoid any issues as to how much time is permitted to a speaker, thereby furthering this board's policy of valuing public comment and engagement.

Sincerely,

Ken Jorgensen
Deputy District Attorney
San Luis Obispo County
[1035 Palm Street | San Luis Obispo, CA 93408](https://www.sloco.org/1035-Palm-Street-San-Luis-Obispo-CA-93408)
(805) 781-5800 | kjorgensen@co.slo.ca.us



From: Daniel Cheung <cheung@ammcglaw.com>

Sent: Friday, September 15, 2023 3:01 PM

To: julie Tacker [REDACTED]

Cc: Dan Dow <ddow@co.slo.ca.us>; Kenneth Jorgensen <kjorgensen@co.slo.ca.us>; Chase Martin <cmartin@ammcglaw.com>; will_oceanocsd.org <will@oceanocsd.org>

Subject: [EXT]RE: Cease and Desist

ATTENTION: This email originated from outside the County's network. Use caution when opening attachments or links.

Ms. Tacker:

Thank you for your email and interest in the Oceano CSD. Your letter will be shared with the Board of Directors as received written correspondence at its next regular meeting.

I have reviewed your letter and argument in detail. However, the District complied fully with all applicable requirements of the Brown Act regarding public comment at the September 5, 2023, Special Meeting. The Board values comment and engagement from the public and is committed to compliance with the Brown Act.

If you have any further questions, please contact the District's General Manager.

Sincerely,
Daniel Cheung

From: julie Tacker [REDACTED]
Sent: Friday, September 15, 2023 1:42 PM
To: Will Clemens (will@oceanocsd.org) <will@oceanocsd.org>
Cc: Daniel Cheung <cheung@ammcglaw.com>; Dan Dow <ddow@co.slo.ca.us>; Kenneth Jorgensen <kjorgensen@co.slo.ca.us>; Chase Martin <cmartin@ammcglaw.com>
Subject: Cease and Desist

 **CAUTION: EXTERNAL SOURCE**

Good afternoon,

Please see that all Board members receive the demand cease and desist letter included below.

The intent of this Cease and Desist is to bring this Brown Act violation to your attention and ask that your district cease, desist from, and not repeat the practices identified.

The simplest response would be to provide me, on behalf of the public, with an unconditional commitment to cease, desist from, and not repeat the practices noted in the attached letter.

Have a nice weekend.

Julie Tacker