



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

WEDNESDAY, October 24, 2018 – 5:30 P.M.

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

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

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

1. CALL TO ORDER:
2. ROLL CALL:
3. FLAG SALUTE:
4. AGENDA REVIEW:
5. CLOSED SESSION:
 - A. Pursuant to Government Code §54957: Public Employment – General Manager; District Engineer / Assistant General Manager
 - B. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,
6. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: **(NOT BEGINNING BEFORE 6:00 PM)**

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

7. SPECIAL PRESENTATIONS & REPORTS:
 - A. STAFF REPORTS:
 - i. Operations - Field Supervisor Tony Marraccino
 - ii. FCFA Operations - Chief Steve Lieberman
 - iii. OCS D General Manager – Paavo Ogren
 - iv. Sheriff's South Station - Commander Stuart MacDonald
 - B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:
 - i. Director Villa
 - ii. Director Gibson
 - iii. President White
 - iv. Vice President Austin
 - v. Director Replogle
 - C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

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

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

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

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

8. CONSENT AGENDA ITEMS:

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

- A. Review and Approval of Minutes for October 10, 2018
- B. Review and Approval of Cash Disbursements
- C. Submittal of the District's Fiscal Year 2018-19 Quarter 1 Treasurer Report

9. BUSINESS ITEMS:

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

- A. Consideration of a recommendation to approve an application for the use of District facilities from a Cal Poly masters program to promote community outreach on community planning efforts with a waiver of fees.
- B. Discussion of providing landscape maintenance on public property, public rights-of-way, and public easements pursuant to Government Code Section 61100(g) and requirements of the Local Agency Formation Commission with Board direction as deemed appropriate.
- C. Consideration of an inquiry from the County of San Luis Obispo on whether the District wishes to upgrade lighting standards on Airpark Drive Bridge at a preliminary estimated cost of \$27,665 and a recommendation to decline based on cost.
- D. Review of the District's Budget Status as of September 30, 2018
- E. Update on the Water Resource Reliability Program and consideration of a recommendation to approve two proposals from Cannon Corp for design of waterline replacements on Highway One and on Norswing & Truman with a budget adjustment of \$25,000.

10. HEARING ITEMS:

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

FUTURE AGENDA ITEMS: District Policies Continued; update, Roles and Responsibilities with Related Agencies; Construction Documents, Five Cities Fire Authority, District Rules and Regulations, Seabreeze Mobile Home Park Continued, 2019 Goals and Priorities, Lucia Mar Lease Agreement, 13th St/ HWY One Drainage Project, Deferred Infrastructure Program, Lopez Lake LRRP & Contract Amendments, Central Coast Blue.

13. FUTURE HEARING ITEMS:

14. ADJOURNMENT:



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, October 10, 2018 – 5:30 P.M.

Oceano Community Services District Board Room

1655 Front Street, Oceano, CA

1. **CALL TO ORDER:** at 5:30 p.m. by President White
2. **FLAG SALUTE:** led by President White
3. **ROLL CALL:** Board members present Director Replogle, Director Gibson, Director Villa, President White. Also present, General Manager Paavo Ogren, Business and Accounting Manager Carey Casciola, Legal Counsel Jeff Minnery and Account Administrator Nicole Miller. Board member absent – Vice President Austin.
4. **AGENDA REVIEW:** Agenda approved with an amendment to the Consent Agenda Item 8B – the General Manager pulled Agenda Item 8B for separate consideration.
5. **CLOSED SESSION:** was entered at approximately 5:38pm. Open session was resumed at approximate 6:00pm
No public comment
 - A. **Pursuant to Government Code §54957:** Public Employment – General Manager, District Engineer/Assistant General Manager.
No reportable action
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**
No public comment.
7. **SPECIAL PRESENTATIONS & REPORTS:**
 - a. **STAFF REPORTS:**
 - i. Operations - Field Supervisor Tony Marraccino – Field Supervisor Marraccino reported 8 USAs, 10 Service Orders, 22 Work Orders, no SSOs and 0 after hour call outs. Lopez is 43.6% full and we are receiving no State water; pumping will increase. Well 8 pump was repaired along with two service lines (Lancaster and 24th).
 - ii. FCFA - Chief Steve Lieberman – None
 - iii. OCSD General Manager – Update from LAFCo - OCSDs recreational powers are active and no further direction is required. Next step is to open discussions with LMUSD. ZONE 3 update will be a part of Agenda Item 9D (LRRP). WRRP – Cannon and Cleath-Harris Geologists, Inc. draft report for injection study is done; one determination is that both Halcyon and the OCSD Water Yard are a good recharge area.
 - iv. Sheriff's South Station – Commander Stuart MacDonald – None
 - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
 - i. Director Villa– None
 - ii. Director Gibson– None
 - iii. President White – None
 - iv. Vice President Austin – Absent
 - v. Director Replogle – OAC is hosting a Voter Forum on 10/18/2018 via the League of Women Voters in lieu of a regular OAC meeting at 6pm.
 - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**
No public comment.

8 CONSENT AGENDA:	ACTION:
<p>a. Review and Approval of Minutes for September 26, 2018</p> <p>b. Review and Approval of Cash Disbursements – pulled for separate consideration</p> <p>c. Authorize a technical correction to Memorandum of Understanding with the Service Employees International Union Local 620</p> <p>d. Consideration of a Recommendation to Adopt a Resolution Amending and Restating the District's Conflict of Interest Code</p> <p>e. Introduction of a proposal by South County Sanitary Service, Inc. to increase solid waste and recycling rates by 13.36% and direction to staff to coordinate with the neighboring cities on conducting a rate review</p>	<p>After an opportunity for public comment and brief Board discussion, staff recommendations were to approve Agenda Items A, C, D & E with a motion from Gibson and a second by Replegle and a 4-0 roll call. 1 absent</p> <p>Item 8B was approved as amended, with the addition of \$766.38 to increase total cash disbursements from \$64,596.53 to \$65,362.91 and the inclusion of the NCSD invoice for \$557.14 with a motion from President White, and a second from Director Gibson and a 4-0 vote. 1 absent</p> <p>No public comment.</p>

9A BUSINESS ITEM:	ACTION:
<p>Consideration a recommendation authorizing the Board President to execute an agreement with One Cool Earth, a 501(c)(3) corporation, to provide \$9,980 in funding to support the Earth Genius educational program at Oceano Elementary School</p>	<p>After a presentation by One Cool Earth's Greg Ellis and Don Cano, an opportunity for public comment and brief Board discussion, a motion was made to authorize the Board President to execute an agreement to provide \$9,980 in funding support for Earth Genius at Oceano Elementary School with a motion from Director Gibson, a second by Director Villa and a 4-0 vote. 1 absent</p> <p>No public comment.</p>

9B BUSINESS ITEM:	ACTION:
<p>Consideration of a recommendation to approve a resolution adopting the District's Standard Construction Contract and the District's General Conditions for projects informally bid pursuant to the California Uniform Public Constructions Cost Accounting Act</p>	<p>After an opportunity for public comment and brief Board discussion, a motion to approve staff recommendations was made with a motion from Director Villa, a second by Director Replegle and a 4-0 roll call vote. 1 absent.</p> <p>No public comment</p>

9C BUSINESS ITEM:	ACTION:
<p>Consideration of recommendations to authorize the President to execute a purchase order for a replacement generator, to authorize the General Manager to solicit bids for installation of the generator in accordance with District Ordinance 2016-1, to file a Notice of Exemption pursuant to the California Environmental Quality Act, and approve a corresponding budget adjustment in the amount of \$85,000</p>	<p>After an opportunity for public comment and brief Board discussion, a motion to approve staff recommendations was made with a motion from Director Replegle, a second by President White and a 4-0 roll call vote. 1 absent.</p> <p>No public comment.</p>

9D BUSINESS ITEM:	ACTION:
<p>Consideration and discussion of an update on the Lopez Reservoir water supply including efforts to amend the Low Reservoir Response Plan, the preparation of the Habitat Conservation Plan, and a California State Appeals Court ruling on the application of the public trust doctrine to groundwater extractions and the duties of Counties; with direction to staff and legal counsel on potential Lopez water supply contract amendments</p>	<p>After an opportunity for public comment and brief Board discussion, the Board determined to informally move forward with staff recommendations and report back.</p> <p>No public comment.</p>

10. **HEARING ITEMS:** None

11. **RECEIVED WRITTEN COMMUNICATIONS:** None

12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** None

13. **FUTURE AGENDA ITEMS:** District Policies Continued; Roles and Responsibilities with Related Agencies; Construction Documents, Five Cities Fire Authority, District Rules and Regulations, Seabreeze Mobile Home Park Continued, The Place Art Gallery, 2019 Goals and Priorities, reconstituting parks and recs, OCSD Community Center Contract, 13th St Drainage Project, Deferred Infrastructure Program, Lopez Lake LRRP & Contract Amendments, Central Coast Blue. First quarter budget review and treasurers report.

14. **FUTURE HEARING ITEMS:** None

15. **ADJOURNMENT:** at approximately 8:05 pm



Date: October 24, 2018
To: Board of Directors
From: Carey Casciola, Business and Accounting Manager
Subject: Agenda Item #8B: Recommendation to Approve Cash Disbursements

Recommendation

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

Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence	Amounts
	57292 – 57318*	
Disbursements Requiring Board Approval prior to Payment:		
Regular Payable Register – paid 10/24/2018	57301 - 57318	\$21,503.52
Subtotal:		
Reoccurring Payments for Board Review (authorized by Resolution 2016-07):		
Payroll Disbursements – PPE 10/13/2018	N/A	\$28,575.76
Reoccurring Utility Disbursements – paid 10/10/2018	57292 - 57297	\$1,260.31
Reoccurring Health/Benefits – paid 10/10/2018	57298 - 57299	\$208.68
Subtotal:		\$30,044.75
Grand Total:		\$51,548.27

**Check number 57300 was issued to Nipomo Community Services District in the amount of \$577.14 as approved at the 10/10/2018 Board meeting.*

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: 057301 THRU 057318

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	10/19/2018	CHECK	057301	PETTY CASH	10.92CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057302	CANNON	4,159.75CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057303	BRENNTAG PACIFIC, INC.	618.54CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057304	GATOR CRUSHING & RECYCLING	22.45CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057305	FASTENAL COMPANY	80.20CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057306	DIVERSIFIED PROJECT SERVICES I	2,800.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057307	ADAMSKI MOROSKI MADDEN CUMBERL	8,041.49CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057308	CORIX WATER PRODUCTS (US) INC.	589.88CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057309	ARAMARK	187.16CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057310	GMC ELECTRICAL INC,	500.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057311	SHRED-IT USA JV LLC	66.97CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057312	FAMCON PIPE & SUPPLY, INC.	377.13CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057313	CLINICAL LAB OF SAN BERNARDINO	605.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057314	J.B. DEWAR, INC.	578.32CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057315	MINER'S ACE HARDWARE, INC.	29.95CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057316	SOUTH COUNTY SANITARY SERV	1,408.18CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057317	STATEWIDE TRAFFIC SAFETY & SIG	271.46CR	OUTSTND	A	0/00/0000
1-1001-000	10/19/2018	CHECK	057318	WALLACE GROUP A CALIFORNIA COR	1,156.12CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	21,503.52CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

Payroll Summary Report
Board of Directors - Agenda Date October 24, 2018

	*	
	9/29/2018	10/13/2018
<u>Gross Wages</u>		
Regular	\$22,817.17	\$22,878.44
Overtime Wages	\$1,332.64	\$1,941.26
Stand By	\$700.00	\$700.00
	<u>\$24,849.81</u>	<u>\$25,519.70</u>
<u>Disbursements</u>		
Net Wages	\$18,626.26	\$18,599.44
State and Federal Agencies	\$4,825.21	\$5,006.63
CalPERS - Normal	\$4,513.93	\$4,969.79
Total Disbursements processed with Payroll	<u>\$27,965.40</u>	<u>\$28,575.86</u>
Health & Other (Disbursed with reoccurring bills)	\$3,761.26	\$3,761.26
	<u>\$31,726.66</u>	<u>\$32,337.12</u>

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

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

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 057292 THRU 057297

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	10/10/2018	CHECK	057292	CHARTER COMMUNICATIONS	130.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057293	DIGITAL WEST NETWORKS, INC.	462.10CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057294	VERIZON WIRELESS	264.51CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057295	SO CAL GAS	88.94CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057296	STANLEY CONVERGENT SECURITY SO	91.26CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057297	ELECSYS INTERNATIONAL CORP	223.50CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	1,260.31CR		
				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:	1,260.31CR		
				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: 057298 THRU 057299

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	10/10/2018	CHECK	057298	TASC -CLIENT INVOICES	54.67CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057299	SEIU LOCAL 620	154.01CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	208.68CR		
				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:	208.68CR		
				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: 057300 THRU 057300

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	10/11/2018	CHECK	057300	NIPOMO COMMUNITY SERVICES DIST	557.14CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	557.14CR		
				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:	557.14CR		
				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		



Date: October 24, 2018

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item # 8(C): Submittal of the District's Fiscal Year 2018-19 Quarter 1 Treasurer Report

Recommendation

It is recommended that your Board receive and file the District's 2018-19 Quarter 1 Treasurer Report.

Discussion

Government Code section 61053(f) requires the District Treasurer to report to the Board of Directors quarterly regarding the receipts, disbursements and the balances in each account controlled by the District. At the December 13, 2017 meeting your Board approved Resolution 2017-07 to adopt the District's 2018 Investment Policy which is required by Government Code section 53646(A)(2). Section 7 of the Investment Policy requires the Financial Officer/ Treasurer to provide a quarterly report that identifies the District's investments within 30 days after the end of each quarter. The attached worksheet has been prepared to review the District's first quarter report for fiscal year 2018/19.

The District holds accounts with the County of San Luis Obispo and Rabobank. Attachment "A" provides a summary of each account held by the District which have been reconciled against the District's general ledger.

Other Agency Involvement

The County of San Luis Obispo



Other Financial Considerations

The 2018-19 Quarter 1 budget review has been provided in a separate agenda item.

Results

Establishing compliance with both Government Code 61000-61250 regarding Community Service Districts and the District's Investment Policy will help ensure that the District's costs are managed properly and promotes prosperous and well governed communities.

- Attachment A – 2018-19 Quarter 1 Treasurer Report

Oceano Community Services District
2018-19 Treasurer Report - Quarter 1

<u>Account</u>	<u>Month</u>	<u>Beginning Balance</u>	<u>Credits</u>	<u>Debits</u>	<u>Ending Balance</u>	<u>Quarter Ending Balance</u>
<u>County of San Luis Obispo Accounts:</u>						
Oceano CSD - Water Rev - 31215 (Revenue Bond)	Jul-18	\$103.87	\$0.00	\$0.00	\$103.87	
	Aug-18	\$103.87	\$0.00	\$0.00	\$103.87	
	Sep-18	\$103.87	\$0.00	\$0.00	<u>\$103.87</u>	\$103.87
Oceano CSD - 41005	Jul-18	\$2,698,937.81	\$0.00	(\$653,600.28)	\$2,045,337.53	
	Aug-18	\$2,045,337.53	\$1,994.34	\$0.00	\$2,047,331.87	
	Sep-18	\$2,047,331.87	\$995.84	(\$36.00)	<u>\$2,048,291.71</u>	\$2,048,291.71
Oceano CSD - 41045 (Sanitary District Bond - Paid Off)	Jul-18	\$4.57	\$0.00	\$0.00	\$4.57	
	Aug-18	\$4.57	\$0.00	\$0.00	\$4.57	
	Sep-18	\$4.57	\$0.00	\$0.00	<u>\$4.57</u>	\$4.57
<u>Rabobank Accounts:</u>					County Total	<u>\$2,048,400.15</u>
Public Checking - 1101	Jul-18	\$418,349.35	\$1,510,333.11	(\$1,835,958.86)	\$92,723.60	
	Aug-18	\$92,723.60	\$478,390.56	(\$181,728.55)	\$389,385.61	
	Sep-18	\$389,385.61	\$92,199.67	(\$144,874.78)	<u>\$336,710.50</u>	\$336,710.50
Public Investment Money Market - 5783	Jul-18	\$94,488.46	\$16.21	(\$65,000.00)	\$29,504.67	
	Aug-18	\$29,504.67	\$5.01	(\$25.00)	\$29,484.68	
	Sep-18	\$29,484.68	\$4.53	(\$25.00)	<u>\$29,464.21</u>	\$29,464.21
Public Fund CD - 7655 (Water Fund Deposit)	Jul-18	\$24,057.00	\$12.03	\$0.00	\$24,069.03	
	Aug-18	\$24,069.03	\$12.43	\$0.00	\$24,081.46	
	Sep-18	\$24,081.46	\$12.44	\$0.00	<u>\$24,093.90</u>	\$24,093.90
Public Investment Money Market - 0161 (Public Facilities Fees)	Jul-18	\$239,703.87	\$42.03	\$0.00	\$239,745.90	
	Aug-18	\$239,745.90	\$40.73	\$0.00	\$239,786.63	
	Sep-18	\$239,786.63	\$36.79	(\$20.00)	<u>\$239,803.42</u>	\$239,803.42
					Rabobank Total	<u>\$630,072.03</u>
					Total	<u><u>\$2,678,472.18</u></u>



Date: October 24, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(A):** Consideration of a recommendation to approve an application for the use of District facilities from a Cal Poly masters program to promote community outreach on community planning efforts with a waiver of fees.

Recommendation

It is recommended that your Board approve an application for the use of District facilities for a Cal Poly masters program to promote community outreach on community planning efforts with a waiver of fees.

Discussion

The attached application has been received as part of community planning efforts that are being conducted by a master's program at Cal Poly. District staff and staff from the County Planning Department have been involved in discussions with the program participants and support their overall efforts. A presentation to your Board will be made by individuals who are participating in the program.

Discussion distinguishing the District's jurisdiction versus that of the County on land use plans may be beneficial. To the extent that certain land use issues can be controversial in nature, it is important to avoid actual or perceived jurisdictional overlap. In addition, the Oceano Advisory Council provides land-use recommendations to the County and future presentations that may be provided to your Board should be considered informational in nature.

Other Agency Involvement

The County of San Luis Obispo has land use jurisdiction for the County. The California Coastal Commission has land use jurisdiction within the Coastal Zone including areas of original jurisdiction.



Financial Considerations

The General Manager intends on attending the outreach meetings and therefore recommends that the fees are waived.

Results

Approving the application for use of District facilities promotes a well governed and collaborative community.

Attachments:

- Application for use of District facilities



Oceano Community Services District

1655 Front Street, P.O. Box 599, Oceano, CA 93475
(805) 481-6730 FAX (805) 481-6836

SINGLE – DAY FACILITY USE PERMIT APPLICATION

see

Date of Use: addendum from X (a.m./p.m.) to X (a.m./p.m.) (“Term of Use”)

Individual/Group Name: Plan For Oceano (“Permittee”)

Contact Name: Sarah Howland

Address: 1 Grand Ave, San Luis Obispo, CA 93407-0283

Phone: 805 458 7566 FAX: 805 756 1340 Email: Sahowlan@calpoly.edu

Type of Event: Community Outreach

Facility: The Oceano Community Services District Board Room, kitchen, bathrooms, and a limited outside area (“Facility”).

1. **Agreement.** Permittee agrees to use the Facility with permission of the Oceano Community Services District (“District”) according to the terms of this Single-Day Facility Use Permit (“Permit”).
2. **Facility Space.** The space under this permit is the District Board Room, the adjoining kitchen, the bathrooms, and the outside area between the District Board Room and the Five Cities Fire Authority Station. Permittee affirmatively represents that it has seen or otherwise understands the physical locations, rooms and facilities and acknowledges that the Facility is suitable for its intended purpose. Permittee understands and agrees that it shall not in any way interfere, disrupt or block access to the Fire Station. While Permittee may use the parking area for parking, it understands that the parking area shall not be used for any other purpose.
 - a. A \$250.00 cleaning deposit is required along with this application. If the Permittee is a government agency, the \$250.00 cleaning deposit may be waived.
 - b. No alcohol is allowed on the premises.
 - c. Permittee agrees to pre-pay for staff charges associated with securing the building at the end of the event. Fees will be provided, in advance, to Permittee.
 - d. The District’s name and/or logo may not be present in any materials or photos that are used to provide notice of any event or that subsequently describe or illustrate the event’s occurrence or location.

3. **Insurance.** A certificate of insurance is required. Permittee must procure, at its own expense, a Comprehensive General Liability Insurance policy in the amount of \$1,000,000 naming the Oceano Community Services District as an additional insured. The certificate of insurance must be received by the District at least twenty four (24) hours prior to the event.
4. **County Permit.** Permittee must also obtain, at its own expense, any and all permits required by the County of San Luis Obispo. Evidence of the County Permit must be received by the District at least twenty four (24) hours prior to the event.
5. **Conditions of Use.** Permittee's activities must be compatible with the use of the building and activities adjacent to the Facility and building. This includes but is not limited to playing music or making any noise at a level that is unreasonable under the circumstances. Amplified live music is not permitted at the Facility. Smoking and the use of tobacco is not permitted anywhere in the building.
6. **Children.** Children under the age of 12 years must be accompanied by an adult at all times. Functions or activities for minors must be chaperoned by at least one responsible individual who is 21 years of age or older.
7. **Animals.** Dogs, cats, birds, or other pets are not allowed in the Facility at any time with the exception of service animals individually trained to provide assistance to individuals with a disability.
8. **Cleaning.** Permittee is responsible for cleaning the Facility before the end of Term of Use. This includes removing all trash and disposing in outside trash bins. Cleaning equipment is not provided as part of this Permit. The Facility must be cleaned and returned to the District in the condition it was in prior to the Term of Use.
9. **Damages.** Permittee is responsible for any loss or damage to the Facility, adjoining facilities, building common areas, or building exterior or grounds. This includes all damages to any equipment, fixtures, surfaces, including the ceiling, floors and floor finishes, or any other property.
10. **LIMITATION OF LIABILITY.** THE DISTRICT'S IS NOT LIABLE TO PERMITTEE OR ANY OF ITS GUESTS OR MEMBERS FOR DAMAGES ARISING FROM USE OF THE FACILITY FOR ANY REASON AND UNDER ANY THEORY OF LAW WHATSOEVER. PERMITTEE AGREES TO DEFEND AND HOLD HARMLESS DISTRICT FROM ANY AND ALL CLAIMS, CAUSES OF ACTION, OR DAMAGES RELATED TO OR ARISING OUT OF ITS USE OF THE FACILITY PURSUANT TO THIS PERMIT.
11. **DISTRICT COSTS.** The cost of District staff time and/or the costs of any cleaning or repair of damages that is incurred by the District shall be paid within 20 days of the delivery of an invoice by the District to the Permittee which itemizes said costs.

Approved for submittal to Board of Directors

General Manager

12. Liability for Guests. Permittee is, and hereby acknowledges that it is, liable for the actions and behavior of its members and guests during the Term of Use and at any other times such guest or member is on or around the Facility space as a result of Permittee's use of the Facility. The District will not be liable for the safety of Permittee's members or guests. Permittee agrees to indemnify and hold harmless the District from all liability arising from the activities of its members and guests during the Term of Use.

Permittee agrees to abide by the terms of this Single-Day Facility Use Permit. I, on behalf of CAL POLY SAN LUIS OBISPO, accept responsibility for meeting all requirements stated herein.

Authorized Signature:  Date: 10/16/2018

Printed Name: ASHLEY SANJSTER

Approved for submittal to Board of Directors

General Manager

Addendum: Potential Dates for Community Focus Group Meeting
Collaboration between the Oceano Community Service District and the
California Polytechnic State University, San Luis Obispo,
Master of City & Regional Planning Department

Location: Oceano Community Service District
Address: 1655 Front Street, Oceano, CA 93445
Professor: Cornelius Nuworsoo

Day	Date	Start Time	End Time
Friday	November 9	6:00pm	8:00pm
Saturday	November 10	9:00am	11:00am

CAL POLY

SAN LUIS OBISPO

Strategic Business Services
Administration & Finance Division

October 16, 2018

Oceano Community Services District
1655 Front Street
Oceano, CA 93475

Subject: *California Polytechnic State University Indemnification and Self-Insurance Provisions relative to Permit Agreement for testing and development for Cal Poly City and Regional Planning Department community outreach 11/09/2018 and 11/10/2018.*

Indemnification:

California Polytechnic State University agrees to protect, indemnify and save harmless the legal entity identified above, its public officials, directors, officers, employees, representatives, agents, and volunteers from and against all claims, demands and causes of action by employees or third parties on account of personal injuries or death or on account of property damages arising out of the use of the facilities by California Polytechnic State University hereunder and resulting from the negligent acts or omissions of California Polytechnic State University, agents, employees, students, volunteers or subcontractors.

California Polytechnic State University participates in the California State University Risk Management Authority to finance losses through retention and insurance related to property, liability and personnel. This program is described below:

The State of California has elected to be self-insured for its general liability, vehicle liability, workers' compensation and property exposures. The CSU is self-insured through the California State University Risk Management Authority (CSURMA). CSURMA is a joint powers authority formed by the Board of Trustees in accordance with California Government Code § 6516.9 (Added Stats 1994 ch 1045 § 2 (AB 2909). Amended Stats 1995 ch 522 § 2 (AB 1520); Stats 1996 ch 938 § 6 (AB 3132); Stats 2004 ch 202 § 1 (AB 1930).) As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses (including California Polytechnic State University, San Luis Obispo) participate in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs through the California State University Risk Management Authority (CSURMA). The State Office of Risk and Insurance Management (ORIM) administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property.

Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515 K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Risk Manager, 400 Golden Shore, Suite 210, Long Beach, CA 90802.

Should you have any further questions or requirements, please do not hesitate to contact my office.

Sincerely,



10/16/2018

Ashley Sangster
Procurement Specialist, Contract & Procurement Services



Date: October 24, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(B):** Discussion of providing landscape maintenance on public property, public rights-of-way, and public easements pursuant to Government Code Section 61100(g) and requirements of the Local Agency Formation Commission with Board direction as deemed appropriate.

Recommendation

It is recommended that your Board discuss providing landscape maintenance on public property, public rights-of-way, and public easements pursuant to Government Code Section 61100(g) and related requirements of the Local Agency Formation Commission with Board direction as deemed appropriate.

Discussion

As a community services district, the District's statutory powers are authorized in Government Code section 61100. The following provision enables the District to provide landscape maintenance services subject to approval by the San Luis Obispo County Local Agency Formation Commission.

61100 "(g) Acquire, construct, improve, maintain, and operate street lighting and landscaping on public property, public rights-of-way, and public easements."

District staff was contacted by staff of the County Public Works Department regarding their efforts on the Highway One Revitalization project and an offer of dedication from Union Pacific Rail Road (UPRR) to CalTrans which would widen the Highway One public right of way. The offer of dedication and email correspondence from the County is attached.

The County's efforts on the revitalization project has conceptually considered landscaping improvements within the offer of dedication, but maintenance of community landscaping amenities is not provided by the County and generally requires community based organizations. In other unincorporated communities, when CalTrans is not involved, the County has developed collaborative approaches with community organizations. Involving CalTrans would require formal arrangements in



order for CalTrans to consider accepting the offer of dedication from UPRR. CalTrans has not yet supported accepting the offer of dedication and the District's involvement appears to be the only option that could sway CalTrans and lead to landscaping improvements.

Other Agency Involvement

In order to activate landscape maintenance powers, the District will need to obtain approval from the Local Agency Formation Commission (LAFCo). This involves review and consideration by LAFCo and completion of the protest process if the power is activated. The LAFCo website and application can be found at the following web link:

<http://www.slolafco.com/applications--fees--budget--sb-272.html>

The LAFCo process includes a hearing by LAFCo to consider the application and a protest process which is conducted by the Executive Officer. If authorized by the LAFCo, the Executive Officer conducts a protest hearing and reports those results back to the Commission. The protest process includes a dual test of both registered voters and landowners. If the landowner protest exceeds 25% (based on value and the number of landowners in the area), it triggers a formal vote of registered voters. If registered voters protest between 25% and less than 50%, that too would require a formal vote of registered voters. If more than 50% of registered voters protest, the application and action is terminated. If less than 25% of registered voters or less than 25% of the landowners owning 25% of the land value in the area protest, then the application is approved without the requirement of a formal vote by registered voters.

Financial Considerations

The costs to LAFCo are estimated at \$3,000. The cost of District staff to prepare and participate in the application process is covered by the current District budget subject to your Board's direction. The annual costs for landscaping that the District would need to be covered by general property taxes and would need to be kept low due to funding constraints for fire and emergency medical services.

Results

Consideration of providing landscape maintenance on public property, public rights-of-way, and public easements promotes a well governed and livable community.

Attachments:

- Offer of Dedication from UPRR to CalTrans

From: [Genaro Diaz](#)
To: paavo_oceanocsd.org
Subject: Oceano Front St - 10ft RW offer
Date: Friday, July 06, 2018 10:23:26 AM
Attachments: [image001.png](#)
[10ft RW offer.pdf](#)

Paavo –

As discussed, see attached for existing 10ft offer between UPRR and Caltrans RW. I was previously informed by our County Surveyor that these typically expire 25yrs after approval ... so Dec 2020 is our understanding. We've asked CT on this and they seem hesitant to take any additional RW, but any support ltrs on this may help. Please send my way and I'll submit another request to Caltrans later this month.



Genaro Diaz

Capital Projects Manager

Public Works, County of San Luis Obispo

Tel: 805-781-5279 | *An APWA Accredited Agency*

[Website](#) | [Twitter](#) | [Map](#)



OP 11-30-95

80

OWNER'S STATEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, AND THE PARTIES HAVING RECORD TITLE IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION AND PROJECT SHOWN ON THIS MAP, AND THAT WE HEREBY CONSENT TO THE FILING AND/OR RECORDATION OF THIS MAP.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOR FUTURE ROAD IMPROVEMENT UP TO 20-FOOT ALONG FRONT STREET, BEACH STREET AND RAILROAD STREET TO PROVIDE A MINIMUM 60-FOOT RIGHT-OF-WAY ON BEACH STREET, RAILROAD STREET AND FRONT STREET SOUTHEASTERLY OF ITS INTERSECTION WITH CIENEGA STREET, AND A MINIMUM 70-FOOT RIGHT-OF-WAY ON FRONT STREET NORTHWESTERLY OF ITS INTERSECTION WITH CIENEGA STREET AND A 20-FOOT RADIUS PROPERTY LINE RETURN AT THE INTERSECTION OF ALL STREETS SHOWN ON THIS MAP.

WE ALSO DEDICATE TO THE PUBLIC EASEMENTS FOR DRAINAGE PURPOSES SO DESIGNATED ON THIS MAP WITH AN ADDITIONAL EASEMENT IN FAVOR OF THE OWNERS AND ASSIGNS TO CONVEY AND HOLD STORM WATER ALONG ITS ROUTE TO ITS ULTIMATE DESTINATION.

J.A. Holm
 J.A. HOLM
 SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION

SIGNATURE OMISSIONS

THE SIGNATURES FOR THE FOLLOWING EASEMENTS OR OTHER INTERESTS HAVE BEEN OMITTED PURSUANT TO THE PROVISIONS OF SECTION 66436 SUBSECTION 6-3-A OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST ARE SUCH THAT THEY CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT BK 1757 PG 417 O.R. BK 1357 PG 417 O.R.

NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
 COUNTY OF SAN FRANCISCO)

ON NOVEMBER 29, 1995 BEFORE ME, JOSEPH F. JUBILADO
 PERSONALLY APPEARED, J.A. HOLM
 PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

Joseph F. Jubilado (SEAL)
 NOTARY PUBLIC SIGNATURE

JOSEPH F. JUBILADO
 NAME PRINTED

COUNTY OF SAN FRANCISCO

COMMISSION EXPIRES JUNE 5, 1999
JUNE 5, 1999 #1058369

MONUMENT STATEMENT

I, LARRY W. HUBBARD HEREBY STATE THAT ALL MONUMENTS WILL BE SET IN SUCH POSITIONS WITHIN ONE YEAR, THE MONUMENTS SHOWN HEREON ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SIGNED Larry W. Hubbard
 LS 4615 EXPIRES 9-30-99

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SOUTHERN PACIFIC TRANSPORTATION COMPANY IN SEPTEMBER 1995. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

Larry W. Hubbard
 LARRY W. HUBBARD LS 4615



COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE SAN LUIS OBISPO COUNTY CODE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DATED: 12-05-95
Amothy P. Hanson
 COUNTY SURVEYOR RCE 26398
 EXP 3-31-96

BOARD OF SUPERVISORS STATEMENT

I DO HEREBY STATE THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, DID ON 12-12-95, 1995 APPROVE THIS MAP OF PARCEL MAP CO93-093 IN ACCORDANCE WITH PROVISIONS OF THE SUBDIVISION MAP ACT AND THE OFFERS OF DEDICATION SHOWN HEREON FOR ROAD WIDENING, RADIUS RETURNS AND DRAINAGE EASEMENT PURPOSES WERE REJECTED WITHOUT PREJUDICE.

DATED: 12-14-95
Julia L. Rodewald
 CLERK OF THE BOARD OF SUPERVISORS OF
 THE COUNTY OF SAN LUIS OBISPO, STATE
 OF CALIFORNIA. By: Cherie Aspuro
 Deputy Clerk

RECORDER'S STATEMENT

FILED THIS 18th DAY OF December, 1995 AT 8:00 A.M. IN BOOK 51 OF PARCEL MAPS AT PAGE 80, AT THE REQUEST OF LARRY W. HUBBARD.

DOC. NO.: 1005-056378
 FEE: \$14.00

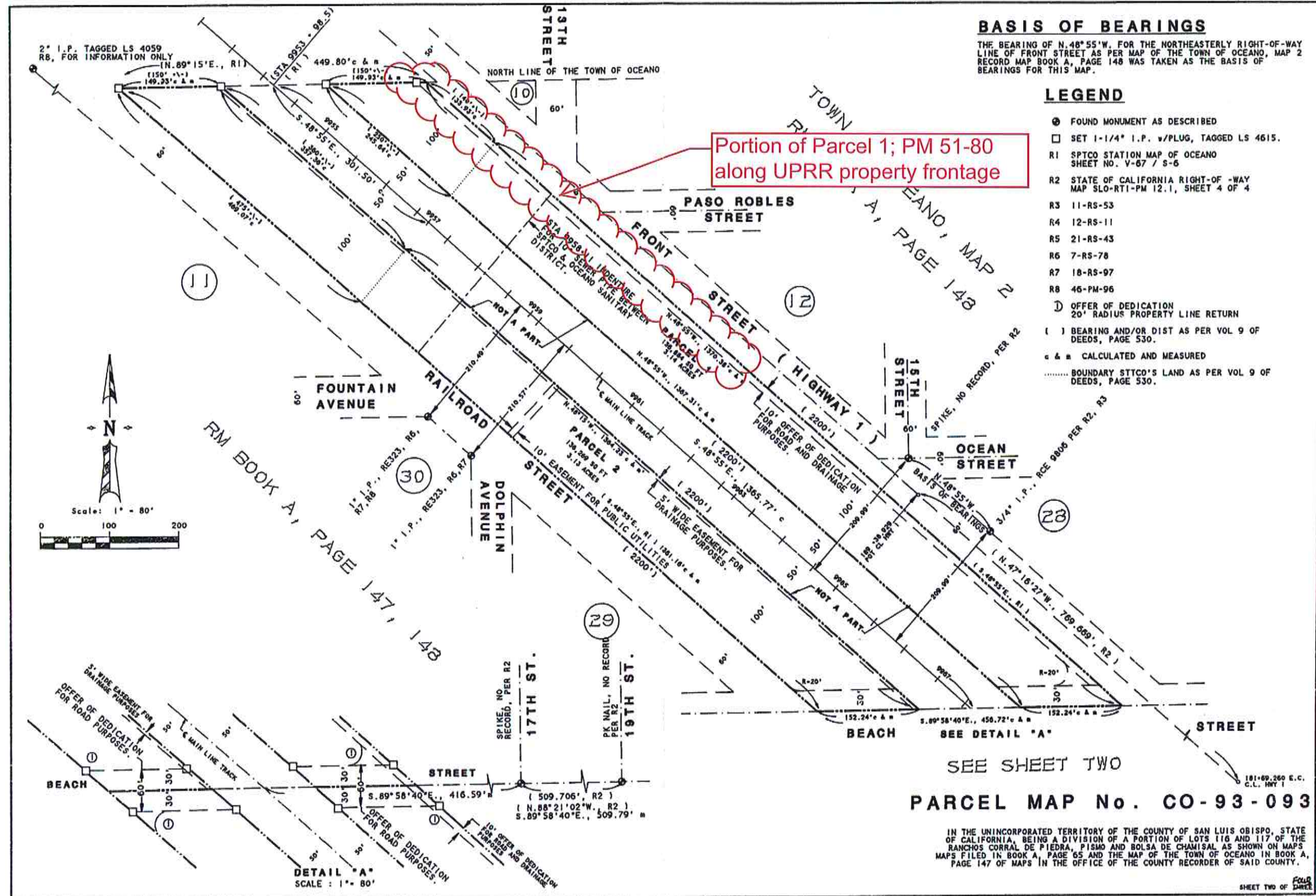
Julia L. Rodewald
 FRANKO-B-SONEY
 CLERK - RECORDER

BY Scott Struwing
 DEPUTY

PARCEL MAP No. CO 93 - 093

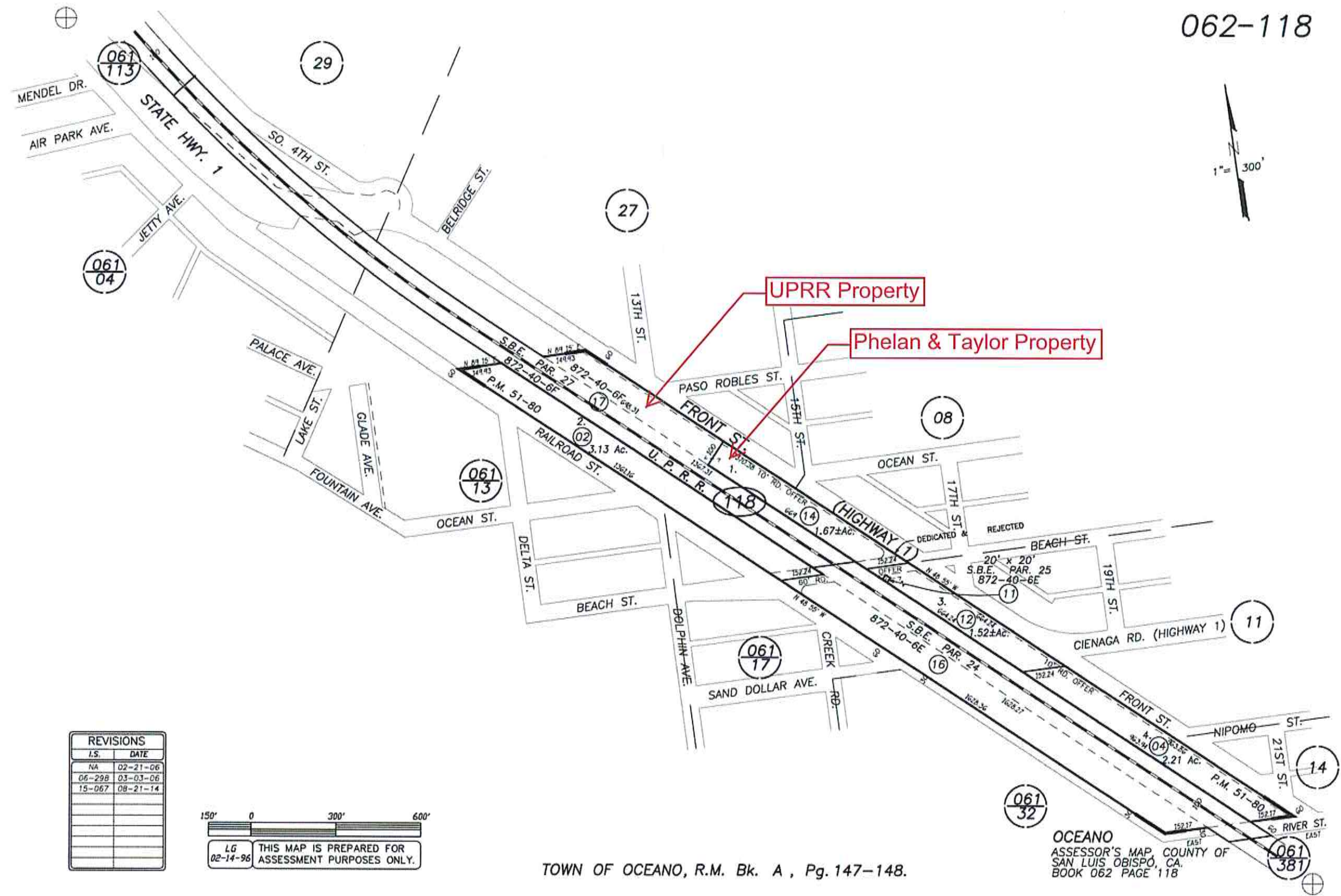
IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, BEING A DIVISION OF A PORTION OF LOTS 116 AND 117 OF THE RANCHOS CORRAL DE PIEDRA, PISMO AND BOLSA DE CHAMISAL AS SHOWN ON MAPS FILED IN BOOK A, PAGE 65 AND THE MAP OF THE TOWN OF OCEANO IN BOOK A, PAGE 147 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOUR
 SHEET ONE OF THREE



Portion of Parcel 1; PM 51-80 along UPRR property frontage

062-118



REVISIONS	
I.S.	DATE
NA	02-21-06
06-29B	03-03-06
15-067	08-21-14

150' 0 300' 600'

LG 02-14-96 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TOWN OF OCEANO, R.M. Bk. A , Pg. 147-148.

OCEANO
ASSESSOR'S MAP, COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 062 PAGE 118



Date: October 24, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(C):** Consideration of an inquiry from the County of San Luis Obispo on whether the District wishes to upgrade lighting standards on Airpark Drive Bridge at a preliminary estimated cost of \$27,665 and a recommendation to decline based on cost.

Recommendation

It is recommended that your Board decline on an inquiry from the County of San Luis Obispo on whether the District wishes to upgrade lighting standards on Airpark Drive Bridge at a preliminary estimated cost of \$27,665.

Discussion

The County of San Luis Obispo is replacing the Airpark Drive Bridge and is inquiring whether the District would like to pay the cost of upgrading the street light standard. The attached correspondence provides the cost estimate and the applicable street light standard. If the inquiry is declined, County staff indicated that the street lights would be placed back onto telephone poles

Other Agency Involvement

The County is implementing the Airpark Bridge Replacement project with funds allocated from CalTrans.

Financial Considerations

Although upgrading the street lighting standards would be aesthetically pleasing, the costs would directly reduce general fund reserves and could burden the District's ability to pay 2019/20 costs for the Five Cities Fire Department.



Results

Considering the request supports a well governed community.

Attachments:

- Correspondence from the County on cost estimates to upgrade street light standards.
- Type 15 street light standard.

From: [Kidd Immel](#)
To: paavo_oceanocsd.org
Cc: [Michael Boyce](#); [John Waddell](#); [Wendell Wilkes](#)
Subject: Air Park bridge: street lights
Date: Wednesday, October 17, 2018 1:42:48 PM
Attachments: [image001.png](#)
[TYPE 15 POLES BASES AND PG&E ESTIMATE.pdf](#)

Hi Paavo,

Per our phone conversation last week I had Wendell put together a preliminary estimate for the 2 light standards.

We talked it over and figure OCSD's portion would be about \$20k.



K.C. Immel

Engineer IV

Public Works, County of San Luis Obispo

Tel: (805) 781-5981 | *An APWA Accredited Agency*

[Website](#) | [Twitter](#) | [Map](#)



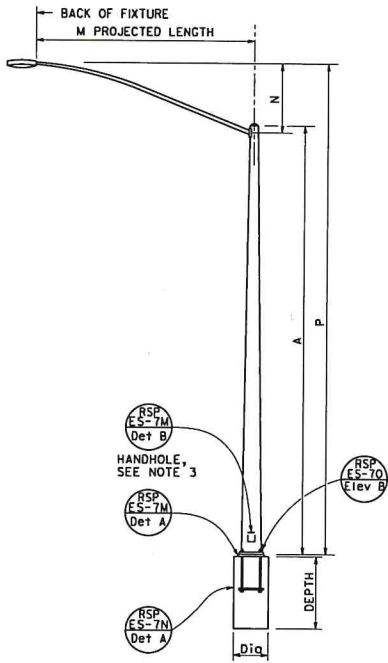
Engineer's Estimate
300430.08 Segment Lighting at Various Locations

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE (DOLLARS, CENTS)	TOTAL AMOUNT DOLLARS.CENTS	
	PG&E DESIGN						
	PG&E ENGINEERING & ADMINISTRATIVE COSTS	PG&E ENGINEERING & ADMINISTRATIVE COSTS TYPICAL 2 TUBE INSTALLATION		LS	4,337	4,337	
		ITCC 22%				954	
		PG&E ENGINEERING & ADMINISTRATIVE SUBTOTAL				5,291	per Site, Two streetlights
	PG&E SERVICE & CONSTRUCTION COMPENSATION						
	PG&E FACILITY, CONNECT, INSPECT & TAX	PG&E STREETLIGHT SERVICE - FACILITIES & CONNECTION		LS	5,805	5,805	2,646 PER LIGHT
	PG&E FACILITY, CONNECT, INSPECT & TAX	PG&E SL SERVICE EXTENSION - INSPECTION		LS	657	657	
						1,422	
		PG&E SERVICE & CONSTRUCTION COMPENSATION SUBTOTAL				7,884	per Site, Two streetlights
	CONTRACTOR (CONTRACT)						
1	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	CONTRACTOR INSTALLED SL SERVICE DELIVERY POINT EXTENSION - CONDUIT	20	LF	125	2,500	3,942 PER LIGHT
	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	TYPE 15 POLES W/ REINF CONC BASE (NOT PG&E SL CIRCUIT - POLES/POSTS (NOT CIRCULAR STREET LIGHT TUBE)	2	EA	1,600	3,200	
	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	TYPE 15 MAST ARM WITH 165 W/O LED LUMINAIRE	2	EA	900	1,800	
	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	165W LED LUMENIARE	2	EA	300	600	
	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	REINFORCED CONCRETE BASE	2	EA	1,800	3,600	
2	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	CONTRACTOR INSTALLED SL SERVICE VAULT 17X30X26		LS	1,500	1,500	
	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	SLIP BASE	2	EA	600	1,200	
	PG&E FACILITY, CONNECT, INSPECT & TAX	SL SERVICE EXTENSION - RISER MOLDING PG&E		LS	0	0	
		BORE OPTION - ADD 25% from Trench				18	
3	CONTRACT CALTRANS TYPE 15 STREETLIGHT POLE	CONTRACTOR INSTALLED SL EXTENSION/CIRCUIT - TRENCH	1	LF	58	73	
		CONTRACTOR (CONTRACT) SUBTOTAL				14,491	per Site, Two streetlights
							7,245 PER LIGHT
		GRAND TOTAL				27,665	per Site, Two streetlights
							13,833 PER LIGHT

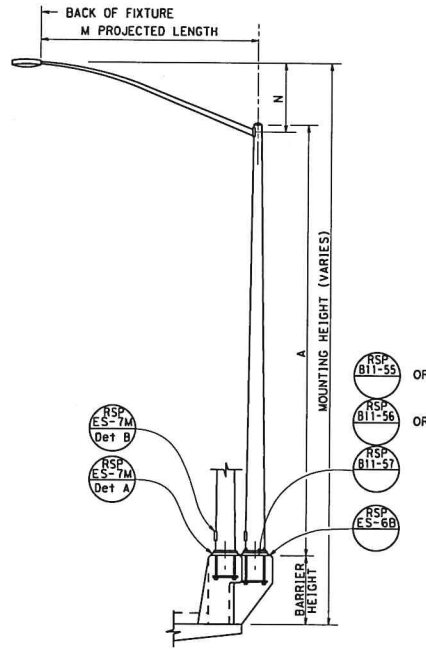
PRELIMINARY

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO. TOTAL SHEETS
July 15, 2016 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				

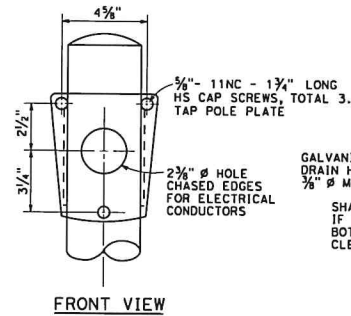
TO ACCOMPANY PLANS DATED _____



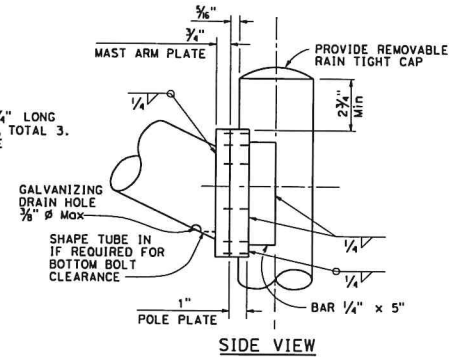
**TYPE 15 AND TYPE 21
ELEVATION A**



**TYPE 15 AND TYPE 21 BARRIER RAIL MOUNTED
ELEVATION B**

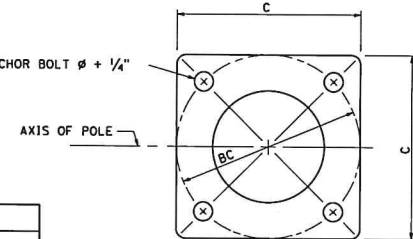


FRONT VIEW



SIDE VIEW

**LUMINAIRE MAST ARM CONNECTION
DETAIL R**



**BASE PLATE
DETAIL A**

POLE TYPE	POLE DATA			BASE PLATE DATA				CIDH PILE FOUNDATION		
	A HEIGHT	Min OD BASE	TOP WALL THICKNESS	C	BC = BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	Diø	DEPTH	
15	30'-0"	8"	3 3/4"	0.1196"	1'-0"	1'-0"	1 1/2"	1" ø x 36" *	2'-6"	6'-0"
21	35'-0"	8 3/8"	3 3/8"	0.1793"			2"	1 1/4" ø x 36" *		7'-0"

* FOR BARRIER RAIL BOLTS, SEE REVISED STANDARD PLAN RSP ES-6B.

NOTES:

1. Indicates mast arm length to be used unless otherwise noted on the plans.
2. For Type 15-SB, use Type 15 standard with Type 30 slip base plate details, see Revised Standard Plan RSP ES-6F.
3. Handhole shall be located on the downstream side of traffic.
4. For additional notes and details, see Revised Standard Plans RSP ES-7M and RSP ES-7N.

PROJECTED LENGTH	N RISE AT POLE	MIN OD AT POLE	NOMINAL THICKNESS	LUMINAIRE MAST ARM DATA	
				TYPE 15	TYPE 21
6'-0"	2'-0"±	3/4"	0.1196"	31'-6"±	36'-6"±
8'-0"	2'-6"±	3/2"		32'-0"±	37'-0"±
10'-0"	3'-3"±	3 3/8"		32'-9"±	37'-9"±
12'-0"	4'-3"±	3 3/8"		33'-9"±	38'-9"±
15'-0"	4'-9"±	4 1/4"		34'-3"±	39'-3"±

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(LIGHTING STANDARD,
TYPES 15 AND 21)**
NO SCALE

RSP ES-6A DATED JULY 15, 2016 SUPERSEDES RSP ES-6A
DATED OCTOBER 30, 2015 AND STANDARD PLAN ES-6A DATED MAY 20, 2011 -
PAGE 452 OF THE STANDARD PLAN BOOK DATED 2010.

REVISED STANDARD PLAN RSP ES-6A



Date: October 24, 2018

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #9(D): Review of the District's Budget Status as of September 30, 2018

Recommendation

It is recommended that your Board review and discuss the District's budget status as of September 30, 2018 and provide direction to staff as you deem appropriate.

Discussion

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

- ✓ Current fiscal year actual revenues and expenditures as of September 30, 2018
- ✓ Current percentage of adopted budget
- ✓ Current fiscal year adopted budget
- ✓ Chronology of Budget Actions

In reviewing the worksheets items of significance can be identified. The column containing the percent of the 2018-19 budget utilized in the first quarter of fiscal year 2018-2019 illustrates that revenues and costs are on track to remain within budget. As noted below, which will be discussed during the staff presentation the District has been informed that the 2019 costs for State Water may have significant unanticipated increases.

Expenditures:

There are a few expenses that are front loaded and paid at the beginning of the fiscal year that look as though the District has spent more than 25% of the overall budget. The front loaded expenses are as follows:

1. Water Supply from Lopez Expense and State Water



2. CalPERS Unfunded Accrued Liability (UAL) for the Miscellaneous and Safety Plan members
3. Local Agency Formation Commission Expense (LAFCO)
4. Liability Insurance
5. Membership Expense (CRWA)
6. Boot Allowance Expense
7. Annual Software Maintenance

The utilities expense in the Water Fund appears to be running high. The expense is a result of the District pumping from the wells instead of taking State Water deliveries. The overrun in pumping costs will be reflected in the savings in the State Water invoices on water deliveries. We have, however, had early indication that the State Water payments for 2019 could see a significant increase that is not fundable within this current budget. Once we know the actual details it will be placed on a future agenda item for focused discussion.

Certain expenses appear to be running high in the Enterprise Funds, but are expected to level out during the fiscal year, including the following:

1. Water Meter Expense (Water Fund) - during the first quarter the utilities crew replaced old meters on multiple properties.
2. Office Expense (Water Fund) – a year’s worth of water pressure logs were ordered in the first quarter.
3. Maintenance on Structures (Sewer Fund) – a pump was replaced in the lift station.
4. Postage (Garbage Fund) – a postcard was sent out to all Oceano and Halcyon residents for the Fall Clean up. The total costs for the Fall Clean up came in at \$1,408.18. The budget adjustment made on August 29th for \$10,000 will cover the postage costs.
5. Professional Services (Garbage Fund) – the roll off at the yard has already been emptied and replaced three times this year. This should improve since the Fall Clean up was such a success.

Lastly, the cost of litigation relating to the Santa Maria groundwater basin is increasing due to the increase in the case management conferences and motions.



Revenues:

Certain revenues appear to be lower than the budgeted income for the first quarter. These revenues arise from the timing of the September 30th review:

1. Property Taxes - 60% of property taxes will be paid in December 2018 with the remaining expected to come in April 2019. This is consistent with previous years based on the County's collection system.
2. Water and Sewer Sales – one of the six billing periods in the year were recorded in the first quarter. The most recent billing period went out October 1st. As a result, the District has recognized approximately 17% of the budgeted revenues although 25% of the year was elapsed. Seasonally we would expect the July and September billing periods to be higher in consumption, however the amount budgeted still reflects the best estimate of the annual revenues that is anticipated. An update on utility billing details will be provided during the staff presentation.
3. Landfill Savings Payment – this is provided for in the franchise agreement, is a one-time annual payment from the Garbage Company, and is expected to be received in the second quarter.

Closely monitoring the budget in a conservative manner will help ensure remaining within budget. The 2nd quarter results, as of December 31, 2018, will be provided to your Board at your second regular meeting in January 2019.

Other Agency Involvement

n/a

Other Financial Considerations

Items that may influence the budget in the future:

1. Emergency Generator Project – a budget adjustment was approved on October 10th to fund the project through Public Facilities Fees and Grant Revenues. Public Facilities Fees exceed \$230,000 and are more than sufficient to cover project costs of \$85,000.
2. Utility Relocation Projects with the County of San Luis Obispo –
 - a. Highway One Project – The utility relocation project cost estimate is \$109,868 and a budget adjustment was approved on January 25, 2017 and encumbered for this year.



- b. Airpark Drive Bridge Replacement Project – The utility relocation project will start the week of October 22, 2018.

Results

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

Attachments: Budget Worksheets
 Chronology of Budget Actions



GENERAL FUND



**GENERAL FUND
REVENUE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Revenues and Other Sources:	Year to Date Actual		Final 2018/19 Budget
	9/30/2018	25%	
Prop Tax: Current Secured	2,748	0%	970,850
Prop Tax: Current Unsecured	0	0%	21,000
Prop Tax: Prior Secured	0	0%	0
Prop Tax: Prior Unsecured	237		0
Unitary Taxes	0	0%	14,500
Penalties and Interest (From County)	4		0
Delinquent Chgs Prop Tax Roll: Garbage	0	0%	0
Homeowners' Prop Tax Relief	0	0%	6,300
Will Serve Letter Fee	330		0
Firework Permit Fees	0	0%	1,540
CO Collection Chg: SB2557	0	0%	(15,500)
Transfer in From Facilities Fund	0	0%	20,063
Misc Income - Health Premium Rebate	1,200		0
Misc Income - PG&E Rebate	1,000		0
Encumbrance: Grant Revenue (LHMG Board Approved 4/26/2017)			47,391
Total Revenues	5,519	0%	1,066,144



ADMINISTRATIVE BUDGET



**ADMINISTRATIVE BUDGET
EXPENDITURE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance: Expenditure Accounts 4100		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Personnel				
010	Wages and Salaries	94,721	20%	465,936
020	Overtime	1,090	13%	8,301
061	PERS	12,960	24%	53,996
	PERS UAL Payment	30,576	97%	31,683
070	SUI (Unemp Ins)	0	0%	2,170
071	Medicare Employer Portion	1,509	23%	6,436
072	FICA	84	4%	1,883
075	Workers Compensation Ins	1,509	23%	6,563
090	Employee Insurances	12,150	17%	72,000
097	Cell Phone Allowance	225	25%	900
Total Personnel Costs		154,824	24%	649,868
Services and Supplies				
110	Communications & Dispatch	2,479	28%	8,700
150	Insurance (100% in Admin)	16,674	74%	22,500
170	Maint: Equipment	0	0%	3,600
173	Maint: Structures	1,440	14%	10,250
180	Memberships	0	0%	6,581
193	Bank Fees	164	4%	4,500
200	Office Expense	2,196	33%	6,750
210	Postage	111	22%	500
218	Audit	3,000	15%	19,500
220	Professional Services (AGP, Chapparel, other)	5,630	30%	19,000
221	Information Technology	2,068	28%	7,500
223	Legal Services	19,199	22%	87,000
226	Annual Software Maint.	7,851	56%	14,000
225	Board Member Stipends	2,200	12%	18,000
230	Legal Notices	160	6%	2,500
235	Books/Journals/Subsc	0	0%	1,500
241	Rents/Leases: Equip	0	0%	3,000
247	LAFCO	12,790	78%	16,500
248	Permits Licenses and Fees	125	13%	1,000
260	Elections Expense	0	0%	5,500
280	Private Vehicle Mileage	0	0%	500
283	Job Advertising Expense	0	0%	1,750
285	Classes/Seminars	165	3%	5,500
286	Board Member Training/Travel/Expense	0	0%	2,000
290	Utilities	2,441	24%	10,000
320	Fixed Assets - Phone System	2,685		0
Total Services and Supplies		81,378	29%	278,131

**ADMINISTRATIVE BUDGET
EXPENDITURE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance: Expenditure Accounts 4100		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Other Expenditures				
	Encumbrance: LHMP Grant Board Approved 4/26/2017	31,138	66%	47,391
Total Other Expenditures		31,138	66%	47,391
Administrative Cost Allocations				
376	Allocation/Adm Exp			
	Fire 3.0000%	(7,086)	25%	(27,840)
	Lighting 1.0000%	(2,362)	25%	(9,280)
	Water 60.0000%	(141,721)	25%	(556,799)
	Sewer 30.0000%	(70,861)	25%	(278,400)
	Garbage 4.0000%	(9,448)	25%	(37,120)
	Facilities 2.0000%	(4,724)	25%	(18,560)
Operating Crew Overhead and Direct Labor Cost Allocations				
	Leave Time	8,283	14%	59,912
	Salaries & Wages - Admin hours	0	0%	5,813
	CalPERS	4,819	10%	50,116
	Medicare	675	11%	6,241
	Payroll Taxes	0	0%	4,000
	SUI	0	0%	2,170
	Employee Insurances	7,372	8%	90,000
	Boot Allowance	750	75%	1,000
	Clothing	1,430	32%	4,500
	Standby	3,500	19%	18,249
		26,829	11%	242,001
	Fire 0.5000%	(134)	11%	(1,210)
	Lighting 0.5000%	(134)	11%	(1,210)
	Water 64.0000%	(17,171)	11%	(154,881)
	Sewer 24.0000%	(6,439)	11%	(58,080)
	Garbage 10.0000%	(2,683)	11%	(24,200)
	Facilities 1.0000%	(268)	11%	(2,420)
	100.0000%			
Total		(236,202)	25%	(927,999)
Reserve Designations				
	Contingencies			
Total Reserve Designations Cost		0	0%	0
Total Expenditures		31,138	66%	47,391



FIRE BUDGET



**FIRE BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance: Expenditure Accounts 4200		Year to Date Actual		Final
		9/30/2018	25%	2018/19 Budget
Personnel				
010	Wages and Salaries	0	0%	1,453
020	Overtime	0	0%	0
061	PERS Contribution	0	0%	0
062	PERS UAL	7,046	97%	7,300
070	SUI (Unemp Ins)	0	0%	0
071	Medicare Employer Portion	0	0%	0
072	FICA	0	0%	0
090	Employee Insurances	0	0%	0
Total Personnel		7,046	80%	8,753
Services and Supplies				
077	JPA Quarterly Pmts	246,841	25%	987,362
290	Utilities	1,380	27%	5,125
291	Sandbags	0	0%	500
Total Services and Supplies		248,221	25%	992,987
Other Expenditures				
	Allocation/Adm Exp	7,086	25%	27,840
	Operating Crew Overhead and Direct Labor Cost Allocations	134	11%	1,210
Total Other Expenditures		7,220	25%	29,050
Reserve Designations				
		0	0%	0
Total Reserves		0	0%	0
Total Expenditures		262,487	25%	1,030,790



LIGHTING BUDGET



**LIGHTING BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance: Expenditure Accounts 4195		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Personnel				
010	Wages and Salaries	0	0%	1,453
020	Overtime	0	0%	0
061	PERS	0	0%	0
071	Medicare Employer Portion	0	0%	0
090	Employee Insurances	0	0%	0
Total Personnel		0	0%	1,453
Services and Supplies				
175	Sys Parts/Oper Supplies	0	0%	1,500
295	Lighting	12,183	33%	37,000
Total Services and Supplies		12,183	32%	38,500
Other Expenditures				
376	Allocation/Adm Exp	2,362	25%	9,280
	Operating Crew Overhead and Direct Labor Cost Allocations	134	11%	1,210
Total Other Expenditures		2,496	24%	10,490
Reserve Designations				
	Equipment	0	0%	0
Total Expenditures		14,679	29%	50,443



EQUIPMENT FUND



**EQUIPMENT FUND
REVENUE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Revenues and Other Sources:	Year to Date Actual		Final 2018/19 Budget
	9/30/2018	25%	
Revenues			
Total From Gov	0	0%	0
Truck Rental from Water	1,636	25%	6,545
Vehicle Charges to Water	2,500	25%	10,000
Total From Water	4,136	25%	16,545
Truck Rental from Sewer	1,636	25%	6,545
Vehicle Charges to Sewer	1,250	25%	5,000
Total From Sewer	2,886	25%	11,545
Vehicle Charges to Garbage	250	25%	1,000
Total From Garbage	250	25%	1,000
Total Revenues and Other Sources	7,272	25%	29,090

* Equipment Fund Revenues are based on quarterly estimates. A Journal Entry is preformed at the end of each Fiscal Year.

**EQUIPMENT BUDGET
 OPERATIONS AND MAINTENANCE WORKSHEET
 BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance:		Year to Date Actual		Final Budget 2017/18
		9/30/2018	25%	
Services and Supplies				
171	Maint Vehicles	412	6%	6,500
172	Gas and Oil	1,981	21%	9,500
Total Services and Supplies		2,393	15%	16,000
Other Expenditures				
320	Equipment Lease	2,267	25%	9,067
386	Interest Expense	0	0%	0
Total Other Expenditures		2,267	25%	9,067
Reserve Designations				
	Equipment Replacement	0	0%	4,023
Total Reserves		0	0%	4,023
Total Expenditures		4,660	16%	29,090



FACILITIES FUND



**FACILITIES FUND
REVENUE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Revenues and Other Sources:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Revenues				
3260	Sheriff Substation Rent	28,485	25%	113,940
	New Fire Station	3,750	25%	15,000
	Old Fire Station	2,925	25%	11,700
	Public Facilities Fees	0	0%	15,000
	Utility Reimbursements	274	7%	3,800
	Interfund Repayment from Water	0	0%	31,500
	Budget Adj 10/10/18 - Emergency Generator (PFF Reserves)	4,465	10%	46,642
	Budget Adj 10/10/18 - Emergency Generator (NPP Grant)	0	0%	38,358
Total Revenues and Other Sources		39,899	14%	275,940

**FACILITIES BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Personnel				
010	Wages and Salaries	0	0%	2,907
020	Overtime	0	0%	0
061	PERS	0	0%	0
071	Medicare Employer Portion	0	0%	0
090	Employee Insurances	0	0%	0
Total Personnel		0	0%	2,907
Services and Supplies				
110	Communications	7		0
163	Maint: Structures	551	4%	15,000
173	Maint Structures/ Improvements	616	31%	2,000
220	Professional Services	0	0%	800
248	Permit, Fees, Licenses	819		0
290	Utilities		0%	250
Total Services and Supplies		1,993	11%	18,050
Other Expenditures				
376	Allocation/Adm Exp	4,724	25%	18,560
	Operating Crew Overhead and Direct Labor Cost Allocations	268	11%	2,420
	Transfer to the General Fund	0	0%	20,063
	Repayment to Sewer Fund	0	0%	113,940
	Budget Adj 10/10/18 - Emergency Generator	4,465	5%	85,000
		9,457	4%	239,983
Reserve Designations				
	Public Facilities Reserves	0	0%	15,000
Total Reserves		0	0%	15,000
Total Expenditures		11,450	4%	275,940



WATER FUND



**WATER FUND
REVENUE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Revenues and Other Sources:	Year to Date Actual		Final 2018/19 Budget
	9/30/2018	25%	
Water Sales	312,170	17%	1,848,109
Lopez Remediation: Sales	89,863	18%	490,032
Water Connection Fees - Reimbursables	0	0%	5,035
Water Front Footage Fees	0	0%	16,320
UB Courtesy Notice Fees	727	96%	758
UB Sec Notc/Door Hgr Fees	8,721	28%	31,497
Capacity Charges	0	0%	24,431
Connection / Meter Fees	0	0%	5,400
Lopez / SWP Connection Fees	0	0%	4,000
New UB A/C Setup	540	22%	2,478
CYN Crest /Christie/ AG Wheeling	4,626	19%	25,000
Revenue from other sources/FU (Grants)	300		0
Inspection Fees	0	0%	100
Claims and Settlements	0		0
Encumbrance: WRRP Grant Revenue (Bdgt AJE 12/14/16)			154,767
Total Revenues and Other Sources	416,947	16%	2,607,927

**WATER BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Personnel				
010	Wages and Salaries	23,337	12%	188,931
020	Overtime	5,051	12%	43,146
	Standby	0	0%	0
061	PERS	0	0%	0
071	Medicare Employer Portion	0	0%	0
075	Workers Compensation Ins	1,222	23%	5,221
090	Employee Insurances	0	0%	0
Total Personnel		29,610	12%	237,298
Services and Supplies				
110	Communications & Dispatch	664	24%	2,800
163	Maint: Wtr/Swr Struct	669	12%	5,500
170	Maint: Equipment	1,562	28%	5,500
173	Maint: Structures	580	6%	10,500
175	Sys Parts/Oper Supp	3,135	18%	17,000
176	Water Meters	4,594	44%	10,500
177	Safety Expense	0	0%	550
178	Chemicals / Operating Supplies	0	0%	650
180	Memberships	1,959	78%	2,500
190	Misc	0	0%	250
200	Office Expense	389	65%	600
205	Outside UB Mailing Expense	663	8%	8,750
220	Professional Services (Water Quality; Backflow Program)	3,359	19%	17,500
221	Information Technology	0	0%	550
222	Contract Engineering	140	3%	5,500
226	Engineering & Other Reimburse	3,392	32%	10,500
230	Legal Notices	0	0%	1,100
231	Bad Debt	0	0%	525
241	Rents/Leases: Equip	0	0%	2,050
248	Permits, Fees, Licenses	500	6%	7,850
250	Small Tools	0	0%	2,500
285	Classes/Seminars	0	0%	5,125
261	Water Supply - Lopez	245,374	50%	490,750
262	Water Supply - State Water	452,326	49%	925,000
362	Litigation: SMGB	14,792	54%	27,500
380	NCMA Expense	3,884	10%	37,500
290	Utilities	15,614	52%	30,000
Total Services and Supplies		753,596	46%	1,629,050

**WATER BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Other Expenditures				
297	Pass-Thru: Crest/Christie	4,626	18%	25,500
301	Transfer to Equipment Fund (Fund 12)	4,136	25%	16,545
358	CIP - Lagoon Waterline	12,113		
	General Fund Loan Payment	0	0%	31,500
391	Garbage Fund Loan Payment	0	0%	7,500
499	Claims & Settlements	1,447	10%	15,000
349	Encumbrance: HWY One - County Drainage Project (Board Approval 1/25/2017)	0	0%	71,390
	Encumbrance: WRRP Program (Bdgt AJE approved 12/14/16)	49,105	32%	154,767
	Encumbrance: Facility CIP - Utilities Yard (Budget Adj 7/12/17)	0	0%	2,943
	Encumbrance: Air Park Drive Bridge Replacement Project (1/25/17)	1,908	4%	46,000
Total Other Expenditures		73,335	20%	371,145
Admin Cost Allocation/Operating Crew Overhead				
376	Allocation/Adm Exp	141,721	25%	556,799
	Operating Crew Overhead and Direct Labor Cost Allocations	17,171	11%	154,881
Total		158,892	22%	711,680
Reserve Designations				
	Contingencies	0	0%	0
Total Reserves		0	0	0
Total Expenditures		1,015,433	34%	2,949,173



SEWER FUND



**SEWER FUND
REVENUE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Revenues and Other Sources:	Year to Date Actual		Final 2018/19 Budget
	9/30/2018	25%	
Sewer Sales	66,395	17%	400,000
Connection Fees	0	0%	2,000
Inspection Fees	0	0%	100
FOG Program Inspections	280	15%	1,849
Repayment from General Fund	0	0%	113,940
Budget Adj 8/29/18 - FOG Program	2,434	32%	7,500
Total Revenues and O Total Revenues	69,109	13%	525,389

**SEWER BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Personnel				
010	Wages and Salaries	10,223	8%	72,666
020	Overtime	2,527	8%	18,491
	Standby	0	0%	0
061	PERS	0	0%	0
071	Medicare Employer Portion	0	0%	0
075	Workers Compensation Ins	683	5%	2,983
090	Employee Insurances	0	0%	0
Total Personnel		13,433	14%	94,140
Services and Supplies				
110	Communications & Dispatch	86	17%	500
163	Maint: Wtr/Swr Struct	4,844	46%	10,500
170	Maint: Equipment	13	0%	3,250
173	Maint: Structures	0	0%	1,500
175	Sys Parts/Oper Supp	324	4%	8,000
177	Safety Expense	0	0%	2,750
200	Office Expense	0	0%	500
205	Outside UB Mailing Expense	663	8%	8,750
220	Professional Services	0	0%	2,500
222	Contract Engineering	0	0%	2,750
231	Bad Debt	0	0%	250
241	Rents/Leases: Equip	0	0%	2,500
248	Regulatory Permits and Fees	469	12%	3,900
285	Classes/Seminars	0	0%	2,750
290	Utilities	843	40%	2,100
Total Services and Supplies		7,242	14%	52,500
Other Expenditures				
301	Rental Payments to Equipment Fund	2,886	25%	11,545
499	Claims & Settlements	1,350		0
	Encumbrance: Facility CIP - Utilities Yard (Budget Adj 7/12/17)	0	0%	2,943
	Encumbrance: HWY One - Drainage Project Bdgt AJE 1/25/2017	0	0%	38,478
	Encumbrance: Air Park Drive Bridge Replacement Project (Budget Adj 4/11/2018)	1,408	2%	69,000
	Budget Adj 8/29/18 - FOG Program	2,434	32%	7,500
Total Other Expenditures		8,078	6%	129,466
Admin Cost Allocation/Operating Crew Overhead				
376	Allocation/Adm Exp	70,861	25%	278,400
	Operating Crew Overhead and Direct Labor Cost Allocations	6,439	11%	58,080
Total		77,300	23%	336,480
Reserve Designations				
		0	0%	0
		0	0	0
Total Expenditures		106,053	17%	612,586



GARBAGE FUND



**GARBAGE FUND
REVENUE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Revenues and Other Sources:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Revenues				
3501	Garbage Franchise Fees	24,302	25%	96,003
	Landfill Savings Payment	0	0%	8,027
	Interfund Loan Repayment from Water	0	0%	7,500
	Budget Adj 8/29/18 - Fall Clean Up	0	0%	10,000
	Budget Adj 8/29/18 - One Cool Earth	0	0%	10,000
Total Revenues and Other Sources		24,302	18%	131,530

**GARBAGE BUDGET
OPERATIONS AND MAINTENANCE WORKSHEET
BUDGET REVIEW AS OF 9/30/2018 - Quarter 1**

Operations & Maintenance:		Year to Date Actual		Final 2018/19 Budget
		9/30/2018	25%	
Personnel				
010	Wages and Salaries	2,194	8%	29,066
020	Overtime	191		0
061	PERS	0	0%	0
071	Medicare Employer Portion	0	0%	0
072	FICA & SUI	0	0%	0
075	Workers Compensation Ins	180	20%	895
090	Employee Insurances	0	0%	0
Total Personnel Cost		2,565	9%	29,961
Services and Supplies				
110	Communications & Dispatch	40	20%	200
170	Maint: Equipment	13	3%	500
175	Sys Parts/Oper Supp	208	14%	1,500
200	Office Expense	0	0%	1,000
210	Postage	414	83%	500
220	Professional Services	1,619	81%	2,000
230	Legal Notices	77	31%	250
290	Utilities	0	0%	500
291	School Outreach Programs	0	0%	2,500
Total Services and Supplies		2,371	26%	8,950
Other Expenditures				
	Charges from Equipment Fund	250	25%	1,000
	Encumbrance: 7/12/2017 - CIP Water Yard	0	0%	1,471
	Budget Adj 8/29/18 - Fall Clean Up	0	0%	10,000
	Budget Adj 8/29/18 - One Cool Earth	0	0%	10,000
Total Other Expenditures Cost		250	1%	22,471
Admin Cost Allocation/Operating Crew Overhead				
376	Allocation/Adm Exp	9,448	25%	37,120
	Operating Crew Overhead and Direct Labor Cost Allocations	2,683	11%	24,200
Total		12,131	20%	61,320
Reserve Designations				
	Unassigned Reserves	0	0%	0
Total Reserves		0	0%	0
Total Expenditures		17,317	14%	122,702

Oceano Community Services District
 Chronology of Budget Actions
 Fiscal Years 2018-19

Date	Action
FISCAL YEAR 2018-19 BUDGET ADJUSTMENTS	
June 27, 2018	Approved the Preliminary Budget for Fiscal Year 2018-19
August 29, 2018	<p>Approved the Final Budget for Fiscal Year 2018-19, with the following budget adjustments:</p> <ul style="list-style-type: none"> (1) Increase expenditures in the Sewer Fund by \$7,500 to pay for the calendar year 2018 Fats Oil and Grease (FOG) program by utilizing Sewer Fund unassigned reserves. (2) Increase expenditures in the Garbage Fund by \$10,000 to fund the Fall Clean-up for residents and property owners utilizing Garbage Fund unassigned reserves. (3) Increase expenditures in the Garbage Fund by \$10,000 to fund One Cool Earth educational programs at the Oceano Elementary School by utilizing Garbage Fund unassigned reserves.
October 10, 2018	Approved a Budget Adjustment for \$85,000 utilizing \$46,642 of Public Facilities Fees reserves and \$38,358 of grant revenues from the Nuclear Power Preparedness (NPP) Program.



Date: October 24, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(E):** Update on the Water Resource Reliability Program and consideration of a recommendation to approve two proposals from Cannon Corp for design of waterline replacements on Highway One and on Norswing & Truman with a budget adjustment of \$25,000.

Recommendation

It is recommended that your Board:

1. Receive an update on the Water Resource Reliability Program.
2. Approve the attached proposals for design of two waterline replacement projects with a corresponding budget adjustment of \$25,000.

Discussion

The District has received draft reports on two of the three elements included in the Water Resource Reliability Program (WRRP), which is funded from grants awarded by the Department of Water Resources. Those reports related to the low impact development and groundwater recharge elements. Staff has provided comments and the reports will be presented to your Board in the near future.

The third and most significant element of the WRRP relates to system "leaks." Draft updated cost estimates have been provided for the District's deferred maintenance and are currently being reviewed for prioritization. Those too will be presented to the Board in the near future. Staff is also working with the County and the Department of Water Resources to seek an amendment to the grant agreement to reduce "leak detection" work and obtain authorization to proceed on high priority design projects. The request is substantially based on the work that California Rural Water Association (CRWA) prepared through the State Water Board's technical assistance program at no cost to the



District. The CRWA work was prepared after the WRRP grant was awarded and provides the opportunity to utilize WRRP funds for design.

The attached Cannon proposals were requested based on high priority projects and because Cannon is preparing the engineering on the WRRP. The waterline in Norswing and Truman is continuing to develop leaks after repairs. It is an undersized and aged galvanized pipe and located in roads where the County is intending on placing an asphalt overlay next year. Likewise, the segment of pipe in Highway One, just south of the new Community Health Center, is similar quality and CalTrans is also planning a road overlay. As a result, both projects are time sensitive.

Other Agency Involvement

The District's grant agreements are with the County of San Luis Obispo and funded through the Department of Water Resources.

Financial Considerations

The proposed amendment to the WRRP grant agreement would fund the costs of the attached proposals except the customary timing on such amendments usually is protracted and work on the two proposals needs to commence. The budget adjustment would reduce the designated reserve in the water fund from \$350,000 to \$325,000. If the WRRP grant amendment is approved, which seems likely, the District will be reimbursed from the grant revenues and the proposed budget adjustment will revert to reserves.

Results

Initiating design on high priority waterline replacement projects will reduce system leaks and provide improved water delivery to customers.

Attachments:

- Proposals

October 19, 2018

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

PROJECT: OCEANO COMMUNITY SERVICES DISTRICT – NORSWING WATER MAIN

Dear Mr. Ogren,

The Oceano Community Services District (District) has several water main replacement projects planned for the future that will provide improved service and minimize maintenance required on the system. One of these projects is located In Norswing Drive, between Pier Avenue and Pershing Drive. There are 1-inch and 2-inch pipes currently feeding the system, which will get upgraded to an 8-inch PVC pipe to provide additional fire flow and help stabilize the system pressure in this neighborhood. The County intends to complete a street overlay project in early 2019, and the District would like to complete this water main replacement project prior to the overlay project being completed.

Please see attached our proposal to prepare a water main replacement plan and details, and acquire the encroachment permit required by the County.

Thank you for the opportunity to work on this project with the District. If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kielborn". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Kielborn, PE
Principal Engineer
C 70112

SCOPE OF WORK

This scope of work includes the preparation of plans for the water main replacement, and securing permits for the work to be completed.

Task 1 – Project Kickoff Meeting

We will meet with the District to kick off the project and discuss the plan to ensure that the design intent of the project is meets the needs of the District. This will allow our team to discuss and confirm the limits of replacement for the project, and determine the permits required for construction.

Task 2 – Preliminary Investigation and Data Gathering

It is the intent to install the new water main adjacent to the existing pipe to minimize the amount of pavement being disturbed while reconnecting laterals. Utility research and data gathering will provide our team with the information needed to locate the new water main in the most desirable location. Any obstacles will be noted and discussed with the District prior to finalizing the proposed alignment. We will attempt to locate all lateral connections so they can be identified on the construction exhibit.

Task3 – Develop Alignment Exhibit

We will prepare and submit an alignment exhibit that shows where the new 8-inch pipe will be installed, and any utility conflicts present in the area. This exhibit will be used to obtain the encroachment permit and for contractor bidding purposes. A draft exhibit will be submitted to the District for review and comments prior to a final exhibit being prepared.

Task 4 – Bidding Documents

We will work with the District to prepare the supporting documents needed to bid the project out for construction. The District will provide the front end documents, and we will provide the project information, bid schedules, construction cost estimates, and any technical specifications as necessary. The exhibit and details will be incorporated into the bidding documents so all documents will be in one bidding package.

The final design package will be provided in both paper (hardcopy) and electronic format (PDF for exhibit, Excel for bid schedule and opinion of probable cost, Word document for Technical Specifications).

Task 5 – Permitting (County Encroachment Permits)

We will prepare and submit an Encroachment Permit Application to the County and obtain an Encroachment Permit for project work within the ROW. We will prepare the following documents for the applications:

- Standard Encroachment Permit Application

The exhibit prepared in Task 3 will be used to obtain the encroachment permit. If additional details or exhibits are needed for the County, these can be completed on a T&M basis as needed.

Task 6 – Prepare Details

We will prepare additional details to be included in the bidding documents package that will consist of connection details, and any utility crossing details needed. If utility crossings are known to interfere with the proposed alignment, these crossings will be identified and detailed accordingly.

Task 7 – Bidding Support

During the bidding process, we will provide contract bidding assistance as defined below:

- Respond to RFIs (up to 4)
- Prepare bid addenda (up to 2)
- Prepare a tabulated bid review matrix of all responsive bids

These services do not include costs associated with formal advertisement in the local newspaper.

DELIVERABLES

- Final Bid Package
- Encroachment Permit

ASSUMPTIONS

The following assumptions apply to this proposal:

- Cannon is not responsible and cannot be held accountable for the accuracy of As-Builts or Record Drawings provided by the Agencies or utility providers. Cannon has no means of determining whether subsurface features were constructed per the construction/improvement drawings and does not claim to do so. Pot holing of utilities should be performed by others, if there are concerns or uncertainties regarding the subsurface utilities.
- All data prepared by others and provided to Cannon will be made available in a digital format, compatible with our system, and may be used by Cannon in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- The District will pay for all public noticing, advertising, and permitting fees.

EXCLUSIONS

The following exclusions apply to this proposal:

- Construction Support Services
- Agency Submittal Fees
- Formal advertising of project
- Water main profiles
- Survey work
- Geotechnical investigations
- Additional work will be billed on a Time and Materials basis or as an addendum to this proposal with prior written authorization from Client

FEES

Fees are based on the rates per the enclosed rate table and do not include Agency checking or recording fees, or title company fees. It is our understanding that this project qualifies for California Prevailing Wages if survey or field work is performed.

<i>Task 1 – Project Kickoff Meeting</i>	<i>\$820</i>
<i>Task 2 – Preliminary Investigation and Data Gathering</i>	<i>\$1,200</i>
<i>Task 3 – Develop Alignment Exhibit</i>	<i>\$2,345</i>
<i>Task 4 – Bidding Documents</i>	<i>\$1,490</i>
<i>Task 5 – Permitting (Caltrans and County Encroachment Permits)</i>	<i>\$1,980</i>
<i>Task 6 – Prepare Details</i>	<i>\$1,260</i>
<i>Task 7 – Bidding Support</i>	<i>\$1,095</i>
Total	\$10,190

Accounting Specialist	\$ 45 - \$ 65
Administrative Assistant I - IV	\$ 50 - \$ 70
Assistant Resident Engineer	\$ 130 - \$ 143
Associate Construction Engineer	\$ 110 - \$ 120
Associate Engineer	\$ 140 - \$ 175
Associate Landscape Architect	\$ 135 - \$ 145
Associate Planner	\$ 140 - \$ 150
Automation Analyst	\$ 100 - \$ 110
Automation Design Engineer	\$ 110 - \$ 120
Automation Specialist	\$ 135 - \$ 145
Automation Technician	\$ 95 - \$ 105
Business Development Associate	\$ 120 - \$ 130
CADD Tech	\$ 85 - \$ 95
CADD Manager	\$ 100 - \$ 110
Chief Planner	\$ 155 - \$ 165
Chief Surveyor	\$ 175 - \$ 195
Clerical Assistant	\$ 50 - \$ 65
Construction Admin Assistant	\$ 85 - \$ 90
Construction Coordinator	\$ 90 - \$ 110
Construction Engineer	\$ 165 - \$ 175
Construction Inspector	\$ 90 - \$ 125
Construction Manager	\$ 135 - \$ 165
Controller	\$ 70 - \$ 110
Design Engineer	\$ 110 - \$ 125
Electrical Design Engineer	\$ 120 - \$ 130
Engineer Tech	\$ 90 - \$ 100
Engineering Assistant I - II	\$ 70 - \$ 90
Expert Testimony (Deposition/Trial)	\$ 250 - \$ 450
Forensics Engineer I - III	\$ 230 - \$ 280
Forensics Office Administrator	\$ 150 - \$ 175
Forensics Research & Investigation	\$ 300 - \$ 350
Forensics Survey Tech I - III	\$ 230 - \$ 280
Forensics 2-Man Survey Crew	\$ 350 - \$ 375
GIS Specialist	\$ 140 - \$ 150
GIS Tech	\$ 115 - \$ 125
Grant Funding Manager	\$ 125 - \$ 140
I&E Construction Coordinator I - II	\$ 90 - \$ 110
I&E Services Coordinator	\$ 80 - \$ 90
Information Systems Admin I - II	\$ 70 - \$ 100
Land Surveyor I - V	\$ 140 - \$ 180
Landscape Architect	\$ 105 - \$ 115
Landscape Architect CADD Tech I - II	\$ 55 - \$ 65
Landscape Designer I	\$ 70 - \$ 80
Lead Automation Analyst	\$ 116 - \$ 126
Lead Automation Specialist	\$ 147 - \$ 157
Lead Automation Technician	\$ 105 - \$ 115
Lead Designer	\$ 100 - \$ 118
Marketing Coordinator	\$ 60 - \$ 120
Marketing Director	\$ 140 - \$ 180
Office Engineer	\$ 120 - \$ 130
Planner I - IV	\$ 80 - \$ 115

Planning Assistant I - II	\$ 55 - \$ 70
Principal Construction Engineer	\$ 185 - \$ 195
Principal Designer	\$ 105 - \$ 129
Principal Engineer	\$ 160 - \$ 195
Programmer I - II	\$ 140 - \$ 165
Project Coordinator I - IV	\$ 85 - \$ 125
Project Designer I - IV	\$ 80 - \$ 120
Project Engineer	\$ 120 - \$ 145
Project Manager / Sr. Principal	\$ 210 - \$ 220
Receptionist	\$ 50 - \$ 65
Resident Engineer	\$ 155 - \$ 165
Sr. Associate Engineer	\$ 150 - \$ 175
Sr. Automation Analyst	\$ 126 - \$ 136
Sr. Automation Specialist	\$ 163 - \$ 170
Sr. Automation Technician	\$ 126 - \$ 136
Sr. CADD Tech	\$ 90 - \$ 110
Sr. Construction Engineer	\$ 175 - \$ 195
Sr. Construction Manager	\$ 175 - \$ 200
Sr. Consultant/Director	\$ 163 - \$ 250
Sr. Consultant, Public Admin/Finance	\$ 155 - \$ 165
Sr. Environmental Planner	\$ 153 - \$ 165
Sr. Land Surveyor	\$ 180 - \$ 190
Sr. Landscape Architect	\$ 153 - \$ 163
Sr. Planner	\$ 153 - \$ 163
Sr. Principal Designer	\$ 110 - \$ 139
Sr. Principal Engineer	\$ 175 - \$ 230
Sr. Project Designer	\$ 105 - \$ 130
Sr. Project Engineer	\$ 130 - \$ 150
Sr. Resident Engineer	\$ 165 - \$ 175
Structures Representative	\$ 145 - \$ 155
Survey Engineering Assistant I	\$ 85 - \$ 95
Survey Manager	\$ 180 - \$ 190
Survey Technician I - VI	\$ 90 - \$ 150
Technician	\$ 115 - \$ 125
Technical Writer	\$ 80 - \$ 120
3D HDS Data Modeling I - III	\$ 95 - \$ 125

Survey Crew Rates - Regular

One-Man Field	\$ 130 - \$ 205
Two-Man Field	\$ 185 - \$ 285
Three-Man Field	\$ 245 - \$ 360
One-Man UMO - HDS	\$ 155 - \$ 220
Two-Man UMO - HDS	\$ 238 - \$ 285
Three-Man UMO - HDS	\$ 350 - \$ 375

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 155 - \$ 220
Two-Man Field	\$ 238 - \$ 325
Three-Man Field	\$ 285 - \$ 425

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 165
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All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.

Other Direct Charges

In-House Reproduction

Printing/Copies 8 ½ x 11	\$0.05 per page	Black Line Plots	\$2.00 per page
Printing/Copies 11 x 17	\$1.00 per page	Color Plots	\$5.00 per page

Outside Reproduction Cost + 15%

Travel and Related Subsistence Cost + 15%

Truck or Field Vehicle \$80.00 per day

Mileage Reimbursement IRS Rate per mile

CAD and Simulation Software \$15.00 per day

Automation & Electrical Materials Cost + 25% (+tax)

Subconsultant Fees Cost + 10%

All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates.

Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

The stated rates are subject to change, typically on an annual basis.

ACCEPTANCE OF PROPOSAL

Proposal Date: October 19, 2018
Client: Paavo Ogren
General Manager
Oceano Community Services District
Project: Norswing Drive Water Main

Scope of Work: Engineering to replace existing 1" & 2" water mains in
Norswing Drive with a new 8" PVC water main.
T&M Not to Exceed: \$10,190.00

Appendix A details the terms for work. Cannon bills monthly for work in progress and payment is due within 10 calendar days of invoice date. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. Materials are charged at cost plus 25 percent. The fees are based upon current California Prevailing Wages; please provide us with the DIR Project ID. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: Oceano Community Services District Cannon

x Paavo Ogren Larry P. Kraemer, PE
General Manager Director, Public Infrastructure
C 44813

Date: _____ Date: _____

APPENDIX A: TERMS FOR CANNON SERVICES

Section 1: The Agreement

- 1.1 The agreement between the above noted parties consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

Section 2: Standard of Care

- 2.1 Data, interpretations, and recommendations by Cannon will be based solely on information provided to Cannon. Cannon is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.2 Services performed by Cannon under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.3 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon' services with respect to the project in describing Cannon' experience and qualifications to other Clients and prospective Clients. The Client also agrees that any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder are the sole and exclusive property of Cannon.
- 2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all construction details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon' supervision. The Client also recognizes that construction review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide construction monitoring, Cannon shall be held harmless for any and all acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.
- 2.5 Client acknowledges that Cannon is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

Section 3: Billing and Payment

- 3.1 Client will pay Cannon on a monthly basis to be billed by Cannon. Prior to the start of the project, a retainer as specified in the proposal, is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 3.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon' current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon' invoice as a breach of this agreement.
- 3.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.
- 3.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.
- 3.5 Preparation and/or travel time will be charged at the hourly rate.
- 3.6 Billing rates are subject to change, typically on an annual basis.

Section 4: Additional Services

- 4.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:
Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget;
Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 4.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 4.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact the Client to discuss the effects and adjustment of cost.

Section 5: Site Access and Site Conditions

- 5.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

Section 6: Ownership of Documents

- 6.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.
- 6.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- 6.3 The Client recognizes that changes or modifications to Cannon' instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon ' agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by Cannon.
- 6.4 Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

Section 7: Client Responsibilities

- 7.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.
- 7.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.

7.5 The Client shall furnish information and shall review Cannon' work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon' services.

Section 8: Insurance

8.1 Cannon represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

Section 9: Termination

9.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

9.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused the Client because of such suspension of service.

Section 10: Disputes Resolution

10.1 All claims, disputes, and other matters in controversy between Cannon and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (adr) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent Client and Cannon have agreed on methods for resolving such disputes, then such methods will be set forth in the "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.

10.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of adr as provided upon, then:

(1) The claim will be brought and tried in judicial jurisdiction of the court of the county where Cannon' principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Section 11: Assigns

11.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons of entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon' use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

Section 12: Governing Law and Survival

12.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

Section 13: Limitation of Liability

- 13.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Cannon and Cannon's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Cannon's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Cannon or Cannon's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by Cannon under this agreement, or the total amount of \$50,000.00, whichever is greater.

Section 14: Hiring Cannon' Employees

- 14.1 From time to time, Clients who have come to know and work with our employees in the course of a project wish to hire them to work as the Client's own in-house employees. We pride ourselves on recruiting, hiring, and training the very best employees possible, and in assigning to projects our employees who best meet our Clients' individual needs. Our goal is to have our Clients view Cannon and its individual employees as indispensable.
- 14.2 Client agrees to pay Cannon a finder's fees equal to 12 months of the employee's current salary or wage for each of our employees whom you choose to hire, either directly or indirectly. Client acknowledges and agrees that the finder's fee is both fair and reasonable, and is equivalent to a recruiting or "headhunter's fee" that Client would expect to pay to a third party for locating and recruiting an employee of the caliber of the hired Cannon employee.
- 14.3 This Section 14 shall be limited to those of Cannon' employees with whom Client works or is introduced by Cannon during the course of this engagement, and shall be applicable to such employees both during his/her employment with Cannon and for a period of six (6) months thereafter. This Section 14 shall survive the cancellation or expiration of this Agreement.

Section 15: Prevailing Wage

- 15.1 Cannon acknowledges the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent required by the California Labor Code, Cannon shall fully comply with and require its subconsultants to fully comply with such Prevailing Wage Laws.
- 15.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, Cannon and all its subconsultants performing work subject to prevailing wage must be registered with the Department of Industrial Relations and submit their certified payroll records directly to the DIR. In order to do so, the awarding body needs to complete the PWC-100 (Public Works Project Registration) within five days of awarding the contract; and provide Cannon with the DIR Project ID prior to the start of Cannon's work.

October 19, 2018

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

PROJECT: OCEANO COMMUNITY SERVICES DISTRICT – HIGHWAY 1 WATER MAIN

Dear Mr. Ogren,

The Oceano Community Services District (District) has several water main replacement projects planned for the future that will provide improved service and minimize maintenance required on the system. One of these projects is located In Highway 1, between 19th Street and 21st Street. There is a 2-inch pipe currently feeding the system, which will get upgraded to an 8-inch PVC pipe to provide additional fire flow and help stabilize the system pressure in this corridor. Caltrans intends to complete a street overlay project in early 2019, and the District would like to complete this water main replacement project prior to the overlay project being completed.

Please see attached our proposal to prepare a water main replacement plan and details, and acquire encroachment permits required by the County and Caltrans.

Thank you for the opportunity to work on this project with the District. If you have any questions, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Kielborn", with a long horizontal flourish extending to the right.

Mike Kielborn, PE
Principal Engineer
C 70112

SCOPE OF WORK

This scope of work includes the preparation of plans for the water main replacement, and securing permits for the work to be completed.

Task 1 – Project Kickoff Meeting

We will meet with the District to kick off the project and discuss the plan to ensure that the design intent of the project is meets the needs of the District. This will allow our team to discuss and confirm the limits of replacement for the project, and determine the permits required for construction.

Task 2 – Preliminary Investigation and Data Gathering

It is the intent to install the new water main adjacent to the existing pipe to minimize the amount of pavement being disturbed while reconnecting laterals. Utility research and data gathering will provide our team with the information needed to locate the new water main in the most desirable location. Any obstacles will be noted and discussed with the District prior to finalizing the proposed alignment. We will attempt to locate all lateral connections so they can be identified on the construction exhibit.

Task3 – Develop Alignment Exhibit

We will prepare and submit an alignment exhibit that shows where the new 8-inch pipe will be installed, and any utility conflicts present in the area. This exhibit will be used to obtain the encroachment permits and for contractor bidding purposes. A draft exhibit will be submitted to the District for review and comments prior to a final exhibit being prepared.

Task 4 – Bidding Documents

We will work with the District to prepare the supporting documents needed to bid the project out for construction. The District will provide the front end documents, and we will provide the project information, bid schedules, construction cost estimates, and any technical specifications as necessary. The exhibit and details will be incorporated into the bidding documents so all documents will be in one bidding package.

The final design package will be provided in both paper (hardcopy) and electronic format (PDF for exhibit, Excel for bid schedule and opinion of probable cost, Word document for Technical Specifications).

Task 5 – Permitting (Caltrans and County Encroachment Permits)

We will prepare and submit an Encroachment Permit Application to Caltrans and the County and obtain an Encroachment Permit for project work within the Caltrans ROW. We will prepare the following documents for the applications:

- Authorization of Agent Form
- Standard Encroachment Permit Application
- Encroachment Permit Application Check List

The exhibit prepared in Task 3 will be used to obtain the encroachment permits. If additional details or exhibits are needed for either agency, these can be completed on a T&M basis as needed.

Task 6 – Prepare Details

We will prepare additional details to be included in the bidding documents package that will consist of connection details, and any utility crossing details needed. If utility crossings are known to interfere with the proposed alignment, these crossings will be identified and detailed accordingly.

Task 7 – Bidding Support

During the bidding process, we will provide contract bidding assistance as defined below:

- Respond to RFIs (up to 4)
- Prepare bid addenda (up to 2)
- Prepare a tabulated bid review matrix of all responsive bids

These services do not include costs associated with formal advertisement in the local newspaper.

DELIVERABLES

- Final Bid Package
- Caltrans Encroachment Permit

ASSUMPTIONS

The following assumptions apply to this proposal:

- Cannon is not responsible and cannot be held accountable for the accuracy of As-Builts or Record Drawings provided by the Agencies or utility providers. Cannon has no means of determining whether subsurface features were constructed per the construction/improvement drawings and does not claim to do so. Pot holing of utilities should be performed by others, if there are concerns or uncertainties regarding the subsurface utilities.
- All data prepared by others and provided to Cannon will be made available in a digital format, compatible with our system, and may be used by Cannon in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- The District will pay for all public noticing, advertising, and permitting fees.

EXCLUSIONS

The following exclusions apply to this proposal:

- Construction Support Services
- Agency Submittal Fees
- Formal advertising of project
- Water main profiles
- Survey work
- Geotechnical investigations
- Additional work will be billed on a Time and Materials basis or as an addendum to this proposal with prior written authorization from Client

FEES

Fees are based on the rates per the enclosed rate table and do not include Agency checking or recording fees, or title company fees. It is our understanding that this project qualifies for California Prevailing Wages if survey or field work is performed.

<i>Task 1 – Project Kickoff Meeting</i>	\$820
<i>Task 2 – Preliminary Investigation and Data Gathering</i>	\$1,200
<i>Task 3 – Develop Alignment Exhibit</i>	\$2,345
<i>Task 4 – Bidding Documents</i>	\$1,490
<i>Task 5 – Permitting (Caltrans and County Encroachment Permits)</i>	\$2,910
<i>Task 6 – Prepare Details</i>	\$1,260
<i>Task 7 – Bidding Support</i>	<u>\$1,095</u>
Total	\$11,120

Accounting Specialist	\$ 45 - \$ 65
Administrative Assistant I - IV	\$ 50 - \$ 70
Assistant Resident Engineer	\$ 130 - \$ 143
Associate Construction Engineer	\$ 110 - \$ 120
Associate Engineer	\$ 140 - \$ 175
Associate Landscape Architect	\$ 135 - \$ 145
Associate Planner	\$ 140 - \$ 150
Automation Analyst	\$ 100 - \$ 110
Automation Design Engineer	\$ 110 - \$ 120
Automation Specialist	\$ 135 - \$ 145
Automation Technician	\$ 95 - \$ 105
Business Development Associate	\$ 120 - \$ 130
CADD Tech	\$ 85 - \$ 95
CADD Manager	\$ 100 - \$ 110
Chief Planner	\$ 155 - \$ 165
Chief Surveyor	\$ 175 - \$ 195
Clerical Assistant	\$ 50 - \$ 65
Construction Admin Assistant	\$ 85 - \$ 90
Construction Coordinator	\$ 90 - \$ 110
Construction Engineer	\$ 165 - \$ 175
Construction Inspector	\$ 90 - \$ 125
Construction Manager	\$ 135 - \$ 165
Controller	\$ 70 - \$ 110
Design Engineer	\$ 110 - \$ 125
Electrical Design Engineer	\$ 120 - \$ 130
Engineer Tech	\$ 90 - \$ 100
Engineering Assistant I - II	\$ 70 - \$ 90
Expert Testimony (Deposition/Trial)	\$ 250 - \$ 450
Forensics Engineer I - III	\$ 230 - \$ 280
Forensics Office Administrator	\$ 150 - \$ 175
Forensics Research & Investigation	\$ 300 - \$ 350
Forensics Survey Tech I - III	\$ 230 - \$ 280
Forensics 2-Man Survey Crew	\$ 350 - \$ 375
GIS Specialist	\$ 140 - \$ 150
GIS Tech	\$ 115 - \$ 125
Grant Funding Manager	\$ 125 - \$ 140
I&E Construction Coordinator I - II	\$ 90 - \$ 110
I&E Services Coordinator	\$ 80 - \$ 90
Information Systems Admin I - II	\$ 70 - \$ 100
Land Surveyor I - V	\$ 140 - \$ 180
Landscape Architect	\$ 105 - \$ 115
Landscape Architect CADD Tech I - II	\$ 55 - \$ 65
Landscape Designer I	\$ 70 - \$ 80
Lead Automation Analyst	\$ 116 - \$ 126
Lead Automation Specialist	\$ 147 - \$ 157
Lead Automation Technician	\$ 105 - \$ 115
Lead Designer	\$ 100 - \$ 118
Marketing Coordinator	\$ 60 - \$ 120
Marketing Director	\$ 140 - \$ 180
Office Engineer	\$ 120 - \$ 130
Planner I - IV	\$ 80 - \$ 115

Planning Assistant I - II	\$ 55 - \$ 70
Principal Construction Engineer	\$ 185 - \$ 195
Principal Designer	\$ 105 - \$ 129
Principal Engineer	\$ 160 - \$ 195
Programmer I - II	\$ 140 - \$ 165
Project Coordinator I - IV	\$ 85 - \$ 125
Project Designer I - IV	\$ 80 - \$ 120
Project Engineer	\$ 120 - \$ 145
Project Manager / Sr. Principal	\$ 210 - \$ 220
Receptionist	\$ 50 - \$ 65
Resident Engineer	\$ 155 - \$ 165
Sr. Associate Engineer	\$ 150 - \$ 175
Sr. Automation Analyst	\$ 126 - \$ 136
Sr. Automation Specialist	\$ 163 - \$ 170
Sr. Automation Technician	\$ 126 - \$ 136
Sr. CADD Tech	\$ 90 - \$ 110
Sr. Construction Engineer	\$ 175 - \$ 195
Sr. Construction Manager	\$ 175 - \$ 200
Sr. Consultant/Director	\$ 163 - \$ 250
Sr. Consultant, Public Admin/Finance	\$ 155 - \$ 165
Sr. Environmental Planner	\$ 153 - \$ 165
Sr. Land Surveyor	\$ 180 - \$ 190
Sr. Landscape Architect	\$ 153 - \$ 163
Sr. Planner	\$ 153 - \$ 163
Sr. Principal Designer	\$ 110 - \$ 139
Sr. Principal Engineer	\$ 175 - \$ 230
Sr. Project Designer	\$ 105 - \$ 130
Sr. Project Engineer	\$ 130 - \$ 150
Sr. Resident Engineer	\$ 165 - \$ 175
Structures Representative	\$ 145 - \$ 155
Survey Engineering Assistant I	\$ 85 - \$ 95
Survey Manager	\$ 180 - \$ 190
Survey Technician I - VI	\$ 90 - \$ 150
Technician	\$ 115 - \$ 125
Technical Writer	\$ 80 - \$ 120
3D HDS Data Modeling I - III	\$ 95 - \$ 125

Survey Crew Rates - Regular

One-Man Field	\$ 130 - \$ 205
Two-Man Field	\$ 185 - \$ 285
Three-Man Field	\$ 245 - \$ 360
One-Man UMO - HDS	\$ 155 - \$ 220
Two-Man UMO - HDS	\$ 238 - \$ 285
Three-Man UMO - HDS	\$ 350 - \$ 375

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 155 - \$ 220
Two-Man Field	\$ 238 - \$ 325
Three-Man Field	\$ 285 - \$ 425

Electrical - Prevailing Wage

Electrician	\$ 110 - \$ 165
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All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.

Other Direct Charges

In-House Reproduction

Printing/Copies 8 ½ x 11	\$0.05 per page	Black Line Plots	\$2.00 per page
Printing/Copies 11 x 17	\$1.00 per page	Color Plots	\$5.00 per page

Outside Reproduction Cost + 15%

Travel and Related Subsistence Cost + 15%

Truck or Field Vehicle \$80.00 per day

Mileage Reimbursement IRS Rate per mile

CAD and Simulation Software \$15.00 per day

Automation & Electrical Materials Cost + 25% (+tax)

Subconsultant Fees Cost + 10%

All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%.

If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates.

Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

The stated rates are subject to change, typically on an annual basis.

ACCEPTANCE OF PROPOSAL

Proposal Date: October 19, 2018
Client: Paavo Ogren
General Manager
Oceano Community Services District
Project: Highway 1 Water Main

Scope of Work: Engineering to replace an existing 2" water main in
Highway 1 with a new 8" PVC water main.
T&M Not to Exceed: \$11,120.00

Appendix A details the terms for work. Cannon bills monthly for work in progress and payment is due within 10 calendar days of invoice date. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. Materials are charged at cost plus 25 percent. The fees are based upon current California Prevailing Wages; please provide us with the DIR Project ID. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: Oceano Community Services District Cannon

x Paavo Ogren Larry P. Kraemer, PE
General Manager Director, Public Infrastructure
C 44813

Date: _____ Date: _____

APPENDIX A: TERMS FOR CANNON SERVICES

Section 1: The Agreement

- 1.1 The agreement between the above noted parties consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

Section 2: Standard of Care

- 2.1 Data, interpretations, and recommendations by Cannon will be based solely on information provided to Cannon. Cannon is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.2 Services performed by Cannon under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.3 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon' services with respect to the project in describing Cannon' experience and qualifications to other Clients and prospective Clients. The Client also agrees that any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder are the sole and exclusive property of Cannon.
- 2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all construction details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon' supervision. The Client also recognizes that construction review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide construction monitoring, Cannon shall be held harmless for any and all acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.
- 2.5 Client acknowledges that Cannon is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

Section 3: Billing and Payment

- 3.1 Client will pay Cannon on a monthly basis to be billed by Cannon. Prior to the start of the project, a retainer as specified in the proposal, is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 3.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon' current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon' invoice as a breach of this agreement.
- 3.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.
- 3.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.
- 3.5 Preparation and/or travel time will be charged at the hourly rate.
- 3.6 Billing rates are subject to change, typically on an annual basis.

Section 4: Additional Services

- 4.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:
Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget;
Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 4.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 4.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact the Client to discuss the effects and adjustment of cost.

Section 5: Site Access and Site Conditions

- 5.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

Section 6: Ownership of Documents

- 6.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.
- 6.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- 6.3 The Client recognizes that changes or modifications to Cannon' instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon ' agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by Cannon.
- 6.4 Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

Section 7: Client Responsibilities

- 7.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.
- 7.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.

7.5 The Client shall furnish information and shall review Cannon' work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon' services.

Section 8: Insurance

8.1 Cannon represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

Section 9: Termination

9.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.

9.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused the Client because of such suspension of service.

Section 10: Disputes Resolution

10.1 All claims, disputes, and other matters in controversy between Cannon and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (adr) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent Client and Cannon have agreed on methods for resolving such disputes, then such methods will be set forth in the "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.

10.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of adr as provided upon, then:

(1) The claim will be brought and tried in judicial jurisdiction of the court of the county where Cannon' principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Section 11: Assigns

11.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons of entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon' use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

Section 12: Governing Law and Survival

12.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.

12.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

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Section 14: Hiring Cannon' Employees

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