



Notice of Regular Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, October 10, 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:** Pursuant to Government Code §54957: Public Employment – General Manager; District Engineer / Assistant General Manager
6. **PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: (NOT BEGINNING BEFORE 6:00 PM)**

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

7. **SPECIAL PRESENTATIONS & REPORTS:**

A. STAFF REPORTS:

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

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. Director 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 May 9 and September 26, 2018
- B. Review and Approval of Cash Disbursements
- C. Authorize a technical correction to Memorandum of Understanding with the Service Employees International Union Local 620
- D. Consideration of a Recommendation to Adopt a Resolution Amending and Restating the District's Conflict of Interest Code
- 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

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 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
- B. 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 Construction Cost Accounting Act
- C. 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
- D. 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

10. HEARING ITEMS:

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

13. FUTURE AGENDA ITEMS: District Policies, Rules and Regulations; Roles and Responsibilities with Related Agencies; Five Cities Fire Authority, Seabreeze Mobile Home Park, 2019 Goals and Priorities, 13th St/ HWY One Drainage Project, Deferred Infrastructure Program, Central Coast Blue; Recreation RFP

14. FUTURE HEARING ITEMS:

15. ADJOURNMENT:



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, May 9, 2018 – 5:30 P.M.

Oceano Community Services District Board Room

1655 Front Street, Oceano, CA

1. **CALL TO ORDER:** at 5:30 p.m. by President White
2. **FLAG SALUTE:** led by President White
3. **ROLL CALL:** All Board members present. Also present, General Manager Paavo Ogren, District Legal Counsel Jeff Minnery, and Board Secretary Celia Ruiz.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **CLOSED SESSION:** None
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**
Public comment was received by Darcy, and Danna.
7. **SPECIAL PRESENTATIONS & REPORTS:**
 - a. **STAFF REPORTS:**
 - i. Operations - Field Supervisor Tony Marraccino – Field Supervisor Marraccino reported on 16 USA's, 2 after hour call outs, 19 customer service calls, 18 work orders, samples, will be attending farmers market 5/24 for public works week, valve turning, door hangers.
 - ii. FCFA - Chief Steve Lieberman – None
 - iii. OCSD General Manager – General Manager Ogren reported on FCFA & City Managers Meeting, and low reservoir response plan moving forward.
 - iv. Sheriff's South Station – Commander Stuart McDonald – None
 - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
 - i. Director Angello – None
 - ii. Director Brunet – None
 - iii. President White – None
 - iv. Vice President Austin – reported on SSLOCSD
 - v. Director Coalwell – State Water Sub Contractors Advisory Committee
 - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**
No public comment.

8 CONSENT AGENDA:	ACTION:
a. Review and Approval of Minutes for the Regular Meeting on April 25, 2018	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Vice President Austin, a second by Director Brunet and a 4-0 vote and Director Coalwell abstain. No public comment.

9 A BUSINESS ITEM:	ACTION:
Consideration of a recommendation to approve accounts payable payments	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Angello, a second by Vice President Austin and a 5-0 vote. No public comment.

9 B BUSINESS ITEM:	ACTION:
Update and review of the Emergency Action to replace the Oceano Lagoon Waterline between Maui Circle and Utah Avenue and consideration of a recommendation to approve by a 4/5ths vote that there is a need to continue the Emergency Action in accordance with Public Contract Code 22050	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Brunet, a second by Vice President Austin and a 5-0 vote. No public comment.

10. **HEARING ITEMS:** None

11. **RECEIVED WRITTEN COMMUNICATIONS:** None

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

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

14. **FUTURE HEARING ITEMS:** None

15. **ADJOURNMENT:** at approximately 7:15 pm



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, September 26, 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, Vice President Austin, President White. Also present, General Manager Paavo Ogren, Business and Accounting Manager Carey Casciola, Board Secretary Celia Ruiz and Nicole Miller. Board member absent Director Gibson.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **CLOSED SESSION:** was entered at approximately 5:36pm. Open session was resumed at approximate 6:00pm
 No public comment
A. Pursuant to Government Code section 54956.9(d)(4): Conference with District Counsel regarding anticipated litigation. Number of cases: one (1).
 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 on leak on 24th St. repaired, AG city limits has another leak will be repairing, sewer cleaning, Air Park bridge coordination, meter swaps.
 - ii. FCFA - Chief Steve Lieberman – None
 - iii. OCSD General Manager – General Manager Ogren gave an update on the meet with Supervisor Compton and Vice President Austin, County team working with Cal Fire, code enforcement issues, open house November 17 @ Community Center and Elementary School.
 - iv. Sheriff's South Station – Commander Stuart MacDonald – None
 - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
 - i. Director Vacant – None
 - ii. Director Gibson– Absent
 - iii. President White – reported on FCFA
 - iv. Vice President Austin – reported on SSLOCSD
 - v. Director Replogle – reported on OAC
 - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**
 No public comment.

8 CONSENT AGENDA:	ACTION:
a. Review and Approval of Minutes for September 12, 2018 b. Review and Approval of Cash Disbursements c. Review and Approve the Write-Off of Utility Bills and Notice in The Tribune the Customer Credits over 3 years old	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Vice President Austin, a second by Director Replogle and a 3-0 vote. No public comment.

9A BUSINESS ITEM:	ACTION:
Appointment to fill the vacancy on the Board of Directors	After an opportunity for public comment and brief Board discussion, a motion was made to appoint Aileen Villa with a motion from President White, a second by Director Replogle and a 3-0 vote. Director Villa took her Oath of Office and her seat on the Board. No public comment.

9B BUSINESS ITEM:	ACTION:
Discussion on the Lease with Lucia Mar Unified School District for the Oceano Community Center and Board Direction as Deemed Appropriate	After an opportunity for public comment and brief Board discussion, a motion was made to authorize the President to write a letter to David Church at LAFCO confirming the Districts intent to have active recreation powers with a motion from Vice President Austin, a second by Director Replogle and a 4-0 vote. A second motion was made once confirmation is given by LAFCO of the recreation powers the District will go out for an RFP to use the hours available at the Community Center and coordinate with Lucia Mar with a motion from Director Replogle, a second by Director Villa and a 4-0 vote. No public comment

9C BUSINESS ITEM:	ACTION:
Introduction of the District's draft Standard Construction Contract and the draft General Conditions for Board discussion and approval at a subsequent meeting - informal bids	After an opportunity for public comment and brief Board discussion, no action taken. No public comment.

9D BUSINESS ITEM:	ACTION:
Update on the Five Cities Fire Authority Joint Powers of Authority Agreement and the County/Cal Fire Strategic Plan efforts and provide Board Direction as Deemed Appropriate	After an opportunity for public comment and brief Board discussion, no action taken. No public comment.

10. **HEARING ITEMS:** None

11. **RECEIVED WRITTEN COMMUNICATIONS:** None

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

13. **FUTURE AGENDA ITEMS:** District Policies Continued; 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.

14. **FUTURE HEARING ITEMS:** None

15. **ADJOURNMENT:** at approximately 7:50 pm



Oceano Community Services District

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

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

Date: October 10, 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
	57252 - 57288	
Disbursements Requiring Board Approval prior to Payment:		
Regular Payable Register – paid 10/10/2018	57252 - 57288	\$20,089.64
Subtotal:		\$20,089.64
Reoccurring Payments for Board Review (authorized by Resolution 2016-07):		
Payroll Disbursements – PPE 09/29/2018	N/A	\$27,965.40
Reoccurring Utility Disbursements – paid 09/26/2018	57252 - 57256	\$10,328.44
Reoccurring Health/Benefits – paid 09/26/2018	57257 - 57261	\$6,213.05
Subtotal:		\$44,506.89
Grand Total:		\$64,596.53

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.

10/5/2018 2:31 PM
 COMPANY: 99 - POOLED CASH FUND
 ACCOUNT: 1-1001-000 POOLED CASH OPERATING
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK RECONCILIATION REGISTER

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: 057262 THRU 057288

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	10/10/2018	CHECK	057262	R&R ROLL-OFF LLC	419.46CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057263	PETTY CASH	50.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057264	WHITE, KAREN M.	250.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057265	ARROYO WATER WELL SUPPLY INC	120.25CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057266	MARK SCHWIND ELECTRIC INC.	220.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057267	ARROYO GRANDE CHEVROLET	115.17CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057268	BURDINE PRINTING & GRAPHICS	2,208.86CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057269	ARAMARK	310.12CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057270	CENTRAL COAST TECHNOLOGY CONSU	316.06CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057271	PR DIAMOND PRODUCTS, INC.	168.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057272	AUSTIN, LINDA	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057273	ZENITH INSURANCE COMPANY	1,585.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057274	GSI WATER SOLUTIONS, INC.	1,817.12CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057275	EVERYWHERE RIGHT NOW, INC.	75.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057276	CYNTHIA REPLOGLE	250.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057277	MISSION PAVING INC.	1,750.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057278	FAMCON PIPE & SUPPLY, INC.	1,628.06CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057279	TROESH COLEMAN PACIFIC	402.19CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057280	CITY OF ARROYO GRANDE	5,293.24CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057281	J.B. DEWAR, INC.	264.47CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057282	GRAND AWARDS	28.02CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057283	MIER BROS.	247.83CR	OUTSTND	A	0/00/0000

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: 057262 THRU 057288

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	10/10/2018	CHECK	057284	MINER'S ACE HARDWARE, INC.	57.45CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057285	SM TIRE, INC	647.26CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057286	SHORELINE LANDSCAPE & MAINT. I	410.00CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057287	COASTAL ROLLOFF SERVICE	616.08CR	OUTSTND	A	0/00/0000
1-1001-000	10/10/2018	CHECK	057288	EARTH SYSTEMS PACIFIC	640.00CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	20,089.64CR		
				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:	20,089.64CR		
				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 10, 2018

	(*)	
<u>Gross Wages</u>	9/1/2018	9/29/2018
Regular	\$22,835.93	\$22,817.17
Overtime Wages	\$1,007.03	\$1,332.64
Stand By	\$700.00	\$700.00
Gross Wages	\$24,542.96	\$24,849.81
<u>Disbursements</u>		
Net Wages	\$19,670.53	\$18,626.26
State and Federal Agencies	\$3,519.64	\$4,825.21
CalPERS - Normal	\$4,463.93	\$4,513.93
Total Disbursements processed with Payroll	\$27,654.10	\$27,965.40
Health & Other (Disbursed with reoccurring bills)	\$3,761.26	\$3,761.26
Total District Payroll Related Costs	\$31,415.36	\$31,726.66

(*) 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: 057252 THRU 057256

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	9/26/2018	CHECK	057252	HIRIARTE'S INDOOR CLEANING SER	825.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057253	RABOBANK EQUIPMENT LEASE	755.60CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057254	DE LAGE LANDEN FINANCIAL SERVI	157.66CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057255	PACIFIC GAS & ELECTRIC	8,301.33CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057256	COASTAL COPY, INC.	288.85CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	10,328.44CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	10,328.44CR		
				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: 057257 THRU 057261

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	9/26/2018	CHECK	057257	BLUE SHIELD OF CALIFORNIA	4,736.32CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057258	THE LINCOLN NATIONAL LIFE INSU	1,058.88CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057259	VSP VISION	105.80CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057260	SEIU LOCAL 620	154.01CR	OUTSTND	A	0/00/0000
1-1001-000	9/26/2018	CHECK	057261	FRANCHISE TAX BOARD	158.04CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	6,213.05CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	6,213.05CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #8(C):** Authorize a technical correction to Memorandum of Understanding with the Service Employees International Union Local 620

Recommendations

It is recommended that your Board approve a technical correction to the Memorandum of Understanding (MOU) with the Service Employees International Union Local 620 that was approved at the August 29, 2018 special Board meeting.

Discussion

The District's non-management employees are represented by Service Employees International Union Local 620 (SEIU). The Memorandum of Understanding (MOU) between the District and SEIU was approved at the August 29, 2018 special Board meeting. A technical correction has been proposed by SEIU based on their interpretation of the tentative agreement that was reached before approval of the MOU on August 29th. As highlighted below, SEIU has requested deletion of language limiting the cost of employer provided pants. Staff does not object to SEIU's request since actual purchases require approval by the General Manager and will be competitive based.



29. ALLOWANCES

A. Employees in the operations and maintenance unit shall receive an annual boot or safety shoe allowance of \$250 payable in July of each year.

B. Employees in the operations and maintenance unit shall be provided uniforms once annually, as follows:

- 11 shirts either long sleeve or short sleeve per employee preference
- 11 pairs of pants (maximum cost of \$50 each)
- 1 jacket
- Hats as needed

Operations and Maintenance Employees shall be required to wear these items while on duty.

Administrative Office Employees shall be provided two (2) shirts each annually. Employees shall maintain their uniforms and other clothing worn on the job in neat and clean condition.

In addition, placing a limit on the cost of pants would allow for the quality of the uniform to be compromised in the future. This current MOU will be in place until 2023. The District currently uses Aramark uniform and laundry services for operator uniforms.

Other Agency Involvement

Service Employees International Union, Local 620 provides representation for non-management employees and participated in the meet and confer process leading the development of the attached Memorandum of Understanding.

Other Financial Considerations

The cost impacts were incorporated into the Final 2018/19 budget and no adjustment is required.

Results

Consideration of personnel related issues promotes effective administration of the District.



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item 8(D) – Consideration of a Recommendation to Adopt a Resolution Amending and Restating the District’s Conflict of Interest Code**

Recommendation

It is recommended that your Board:

1. **Adopt the attached resolution amending and restating the District’s Conflict of Interest Code**
2. **Direct the General Manager to submit the resolution amending the District’s Conflict of Interest Code in the forms required by the Office of the County Clerk and related documents**

Discussion

Attached is correspondence from the Office of the County Clerk identifying the biennial requirement for the District to review and consider amendments to its Conflict of Interest Code. The current version was adopted on January 25, 2017.

The edit identified in Appendix 1 of the code (which is Exhibit “A” to the resolution) adds the position of District Engineer / Assistant General Manager.

Other Agency Involvement

The San Luis Obispo County Board of Supervisors is the reviewing authority for the District’s Conflict of Interest Code. County Counsel’s Office will review and provide any feedback if further technical corrections are needed. The County Clerk’s Office maintains records of related forms that are filed by the District’s elected officials and other individuals who are required to file Form 700 – Statements of Economic Interests. The California Fair Political Practices Commission provides oversight and enforcement in accordance with the Political Reform Act and subsequent legislation.



Other Financial Considerations

n/a

Results

The District's Conflict of Interest Code and the related Statements of Economic Interests promote transparency in government and well governed communities.

Attachments:

- Resolution Amending and Restating the District's Conflict of Interest Code
 - Exhibit "A"- Code Provisions
 - Appendix "1" – Designated Officers and Employees with Disclosure Categories
 - Appendix "2" – Disclosure Categories
- Correspondence from the Office of the County Clerk

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2018- __

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO
COMMUNITY SERVICES DISTRICT AMENDING AND RESTATING ITS
CONFLICT OF INTEREST CODE

WHEREAS, the Oceano Community Services District (herein "District") is a Local Governmental Agency formed and authorized to provide services within its jurisdiction pursuant to Section §61000 et seq. of the California Government Code; and

WHEREAS, Government Code Section §87307 authorizes a local public agency to amend its Conflict of Interest Code at any time; and

WHEREAS, the District's existing Conflict of Interest Code requires amendment as a result of the Board of Directors' addition of the District Engineer / Assistant General Manager position; and

WHEREAS, the District's Board of Directors has reviewed and amended its Conflict of Interest Code attached hereto as Exhibit "A," including Appendix "1" and Appendix "2" thereto.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows:

1. The District hereby adopts the revised Conflict of Interest Code attached hereto, which supersedes the Conflict of Interest Code adopted by District Resolution No. 2017-01 on January 25, 2017.
2. The terms of California Code of Regulation, Title 2, Section §18730, as set forth in the attached Exhibit "A," and any amendments to Section §18730 duly adopted, are hereby incorporated by reference as the main body of the District Conflict of Interest Code.
3. The District amends Appendix "1" of Appendix "A" adding the position of "District Engineer / Assistant General Manager."
4. This Conflict of Interest Code shall not take effect until the San Luis Obispo County Board of Supervisors approves it in its capacity as the code reviewing body under the Political Reform Act.

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

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby adopted this _____ day of _____, 2016.

President of the Board of Directors

ATTEST:

Secretary for the Board of Directors

(SEAL)

APPROVED AS TO FORM AND LEGAL EFFECT:

Jeffrey A. Minnery
District Counsel

By: _____

EXHIBIT "A" OF RESOLUTION 201~~87-01~~
OCEANO COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE - REGULATION 18730

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies. (fn1)

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code. (fn2)

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements.

Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Government Code section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to 2 Cal. Code Regs. section 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property (fn3) is required to be reported, (fn4) the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported, (fn5) the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, (fn6) the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$420.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$420 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any office, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$420 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 and 2 Cal. Code Regs. section 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

1. Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

2. See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4. Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real

property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5. A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6. Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

**APPENDIX "1"
RESOLUTION 2017-01**

**OCEANO COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE**

**APPENDIX OF DESIGNATED OFFICERS AND EMPLOYEES
WITH DISCLOSURE CATEGORIES**

I. DESIGNATED POSITIONS

The persons occupying the positions listed below are hereby considered designated officers and employees and are deemed to make, or participate in the making of, decisions, which may have a material effect on a financial interest.

DESIGNATED POSITION	ASSIGNED DISCLOSURE CATEGORIES
District Legal Counsel	1, 2, 3
<u>District Engineer / Assistant General Manager</u>	<u>1, 2, 3</u>
Business and Accounting Manager	1, 2, 3
Utility System Supervisor	1, 2, 3
Consultants	1, 2, 3

II. OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Disclosure is required of the following positions and shall be provided as stated in Government Code section 87200 et seq.

DESIGNATED POSITION	ASSIGNED DISCLOSURE CATEGORIES
Members of the Board of Directors	1, 2, 3
General Manager	1, 2, 3

APPENDIX "2"
RESOLUTION 2017-01
OCEANO COMMUNITY SERVICES DISTRICT
CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES

Category 1: All persons in this disclosure category shall disclose all interests in real property located in the District or within two miles of the District's boundaries. This disclosure is not applicable to the person's principal residence or real property interests with a fair market value of less than \$2,000.

Category 2: All persons in this disclosure category shall disclose all investments in business entities and business positions in business entities that have an interest in real property in the District, or that have done business with the District during the year prior to the date of the person's disclosure statement, or that are likely to do business with District during the year subsequent to the date of the person's disclosure statement. This disclosure category is not applicable to investments with a fair market value of less than \$2,000.

Category 3: All persons in this disclosure category shall disclose all sources of personal and business entity income from entities that provide services, materials, machinery equipment, or supplies of the type utilized by the District or that are located within the District, including gifts, loans and travel payments. This disclosure category is not applicable to income received from the District.

Consultants. "Consultant" means an individual who, pursuant to a contract with the District, either: (A) Makes a governmental decision whether to (1) approve a rate, rule, or regulation; (2) adopt or enforce a law; (3) issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; (4) authorize the District to enter into, modify, or renew a contract provided it is the type of contract that requires District approval; (5) grant District approval to a contract that requires District approval and to which the District is a party, or to the specifications for such a contract; (6) grant District approval to a plan, design, report, study, or similar item; or (7) adopt or grant District approval of policies, standards, or guidelines for the agency, or for any subdivision thereof; or (8) Serves in a staff capacity with the District and in that capacity participates in making a governmental decision as defined in California Code of Regulations, title 2, section 18702.2 or performs the same or substantially all the same duties for the District that would otherwise be performed by an individual holding a position specified in the District's conflict of interest code. (California Code of Regulations, title 2, section 18701 (a)(2).)

"Consultants" are included in the list of designated positions and must disclose interests and investments in accordance with the broadest disclosure category in the District's conflict of interest code, subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a "consultant" and "designated position," nevertheless is hired or retained to perform a range of duties that is limited in scope and therefore is not required to fully comply with the disclosure requirements described in this section. The General Manager's written determination shall include a description of the consultant's duties, and, based on that description, a statement of the extent of disclosure requirements. The written determination is a public record and shall be retained for public inspection in the same manner and location as the District's conflict of interest code.

2018 Local Agency Biennial Notice

Name of Agency: Oceano Community Services District

Mailing Address: PO BOX 599 Oceano, CA

Contact Person: Carey Casciola Phone No. (805)481-6730

Email: carey@oceanocsd.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2018**, or by the date specified by your agency, if earlier, to:

San Luis Obispo County Clerk-Recorder, 1055 Monterey St., Ste D120, San Luis Obispo, CA 93408

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Via: Paavo Ogren, General Manager

Subject: **Agenda Item # 8(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

Recommendation

It is recommended that your Board provide: 1) Introduce a proposal by South County Sanitary Service, Inc. to increase solid waste and recycling rates by 13.36%; and 2) direct staff to coordinate with the neighboring cities on conducting an annual rate review.

Discussion

South County Sanitary Service, Inc. (SCSS) provides Solid Waste, Recycling and Green Waste collection services for the community of Oceano pursuant to a franchise agreement on July 14, 2010. Article 8 of the franchise agreement provides rate adjustments, and that any proposed rate increases are reviewed "in accordance with the procedures described in the 'City of San Luis Obispo Rate Setting Process and Methodology Manual for Integrated Solid Waste Management Rates' dated June 1994." In 2015, a similar rate review was performed by William C. Statler for the communities of Arroyo Grande, Grover Beach, Oceano and Pismo Beach. The evaluation is paid for by SSCC and the findings are presented to your Board for your review.

Article 8.2 of the franchise agreement provides that "Collection Rates" are "those established by Resolution adopted by the Board." A public hearing for a meeting may be possible in December and would include a resolution for your Board's consideration. The hearing must be conducted in accordance with Article XIID (also known as Proposition 218). At this time, the proposed recommendations are limited in order to formally initiate the rate setting process, which the District is compelled to initiate under the terms of the franchise agreement.



Other Agency Involvement

Neighboring cities that also have franchise agreements with SCSS are conducting similar reviews and will also be holding public hearings in accordance with Proposition 218.

Other Financial Considerations

The District receives franchise fee income of approximately \$80,000 and a landfill savings payment of 7,500 per year from SCSS.

Fall 2018 Clean-Up Week

On August 29, 2018 your board approved a budget adjustment of \$10,000 to cover residential costs of up to 5 large items per household for the September 2018 Clean-up Week.

The invoice from SCSS was \$7,005. Pursuant to the franchise agreement the District also receives free services up to \$6,000 per year. SCSS is currently calculating the District's unused credit, which will be applied against the invoice resulting in significant budget savings for the District compared to the budget adjustment. The District has provided the free large item removal for the past 3 years and customers have taken advantage of the option and greatly appreciate the assistance, see the attached correspondence.

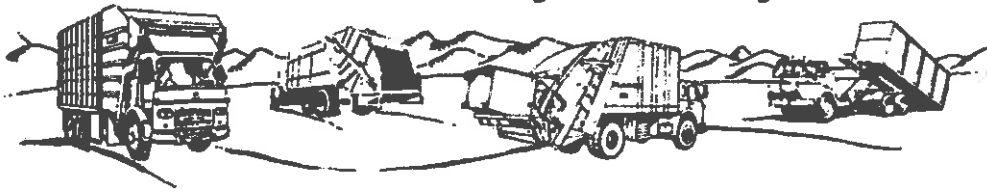
Results

Initiating the rate review process and holding a hearing in December is consistent with the franchise agreement with SCSS, Proposition 218, promotes transparency in rate setting efforts, and helps to promote well governed communities.

Attachments:

- a. The base rate application received from SCSS on September 23, 2018
- b. Letter from the Eleanor L. Shumway to the OCSD Board of Directors

South County Sanitary



4388 Old Santa Fe Road • San Luis Obispo, CA 93401

September 23, 2018

Paavo Ogren
General Manager
Oceano, CA

Subject: 2018 Rate Increase Request

Dear Mr. Ogren,

It is my pleasure to continue with the partnership created many years ago between the county of San Luis Obispo and South County Sanitary servicing our community's solid waste and recycling collection needs. Over the years, we've added weekly recycling, green waste, and a growing food waste collection program. Just this past month, we cut the ribbon on the new anaerobic food digester that will convert unwanted green house gases into alternative energy and a mulch product that will be used locally in our agricultural community.

It is my pleasure to continue our partnership with you as we set forth rate setting for the coming years. As you know this has been a particular challenging year. Every where we turn, costs have increased at higher than normal levels. We have seen water, sewer and electrical rates increase at significant levels. As you can imagine, these companies are not alone. We face the same challenges.

Most recently, one of the largest impacts for solid waste services in our community has been the cost of recycling. In the past, we had some years up and some down in regards to commodity pricing. Theses ups and downs always leveled off making each year on average palatable. However, more recently we have seen negative pricing in commodities far worse than this industry has ever experienced. The problem goes back to 2013 and appears to be the new norm.

There are several major forces influencing our rate requests this year—the overdue and well-documented global catastrophic recycling market disruption initiated by the Chinese government in late 2017, increased equipment and repair cost for upgrading and maintaining our fleet of trucks, and operational costs for things including labor, Insurance, medical care and fuel.

Recycle Markets

The Chinese ban on mixed recycled material has forced the recovered materials industry to slow down its sort lines and add labor to remove contamination that had crept into the mix over the past two decades. Even with the slowed lines, the reduced demand in China has pushed prices our commodity revenue per ton dramatically downward. Furthermore, there has been a dramatic increase in improper recycling since 2013, with contamination increasing from 9% to 28% of delivered tons. This triple punch of higher costs, lower material pricing, and increased contamination have resulted in a 650% increase in our processing fees since January 2018. This phenomenon has played out throughout the western US, and we believe that our cost to deliver to the Cold Canyon Processing Facility is still significantly lower than any other delivery options. The increased recycling costs make up about half of our increase request.

We believe the increase in contamination in customer roll carts is partially due to an improper capacity balance between MSW and recycle collection. Many customers have 35 gallon or smaller service for MSW, while they have 64 or 96 gallons of recycling capacity. When the MSW cart is too small, there is a natural tendency for excess trash to be wishfully determined to be recyclable in order to get it out of the house. In addition to the flat percentage increases required for our rate application, we are submitting a sheet that provides an alternative, revenue neutral pricing scenario that reduces the price differential between small and larger carts. We hope that this smaller pricing difference between 35 and 64 gallons will attract wishful recyclers to upgrade to a cart that best matches their needs.

Equipment

We are committed to continue with upgrading our fleet toward full natural gas powered vehicles. This application includes the purchase of 10 new trucks and CNG fueling infrastructure in 2019, as well as containers and carts to support growth and green waste initiatives. These costs account for about 5.4% of our increase request.

General or Operational Cost Increases

Our general operating costs have run higher than the CPI index used in our contract. It has been well documented that with changing California law in minimum wage is increasing and that the average workers wage must keep up. Premiums for health care, fuel and other factors continue to increase on average of approx. 3% per year. Had we been using the local CPI which has been running from 3 to 4% annually, this request for increase would have been substantially lower.

Comparable Rates

Our packet includes a list of comparable rates in San Louis Obispo County. We are very pleased to report that in nearly all cases, our rates after the increase will continue to be among the lowest.

We realize that this request represents a sizeable increase. As mentioned in our earlier discussions, we would like you to consider some "enhanced" rate change recommendations that lift our basic rates to at least cover the cost of service, as well as limits on the increases in larger

carts to encourage people to right size their service. In order to mitigate further losses, we ask that you act on this request with sufficient time to implement the new rates on January 1.

Solid Waste Rate Increase

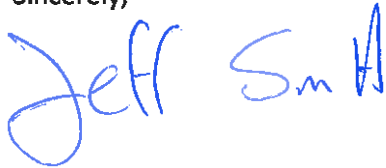
The proposed increase of approx. \$2.00 on average per household or 13.36% in rates during this period breaks out as follows:

1. 6.5% of the proposed rate increase is based on increased costs for recycling
2. 5.4% of the proposed rate increase is for upgrading of trucks and equipment operational costs for fuel, vehicles and increased labor costs
3. 1.7% of the proposed rate increase is for organics pick up and disposal

Our management team has reviewed and accepts responsibility for this rate request. This application is based upon what our management team feels is the best course of action based on the conditions outlined in this letter. All assumptions made are reasonable and accurate. A recent survey indicates that the rates are in the mid to low range for residential customers and, on average, in the mid-range for commercial customers.

I look forward to discussing with you further regarding how best to minimize the impact of this rate request.

Sincerely,



Jeff Smith
District Manager
South County Sanitary
Waste Connections, Inc.

2019 Base Year Rate Adjustment Application

Summary

OCEANO COMMUNITY SERVICE DISTRICT

Requested Increase			
Recycle Residual	2.0%	CNG Trucks/Infrastructure	5.03%
Recycle Commodity	2.9%	Operations Costs	-0.3%
Recycle Processing	1.6%	Organics	1.7%
	6.5%	Other	0.4%
1. Rate Increase Requested			13.36%

Rate Schedule


Rate Schedule	Current Rate	Increased Rate	Adjustment (a)	New Rate
Single Family Residential				
2. Economy Service (1 - can curb)	\$ 14.00	\$1.87		\$15.87
4. Standard Service (2- can curb)	\$ 20.13	\$2.69		\$22.82
5. Premium Service (3 - can curb)	\$ 39.40	\$5.26		\$44.66

(a) Calculated rates are rounded up to the nearest \$0.01.

6. Multiunit Residential and Non-residential	Rate increases of 13.36% will be applied to all rates in each structure with each rate rounded to the nearest \$0.01
---	--

Certification

To the best of my knowledge, the data and information in this application is complete, accurate, and consistent with the instructions provided by the Rate Setting Manual.

Name: **Jeff Smith** Title: **District Manager**
 Signature:  Date: **09/21/18**

Base Year Rate Adjustment Application

Financial Information

Historical		Current	Projected	
2016	2017	2018	Base Year 2019	2020

(from Pg. 4)

Section I- Allowable Costs

6. Direct Labor	\$3,083,345	\$3,150,539	\$3,385,970	\$3,489,134	\$3,593,808
7. Corporate Overhead	\$332,113	\$153,045	\$269,457	\$279,697	\$290,325
8. Office Salaries	\$478,072	\$901,055	\$411,430	\$423,552	\$436,258
9. Other General and Admin Costs	\$3,869,387	\$4,148,284	\$4,404,986	\$5,245,361	\$5,444,685
10. Total Allowable Costs	\$7,762,917	\$8,352,923	\$8,471,843	\$9,437,743	\$9,765,076

Section II- Allowable Operating Profit

11. Operating Ratio	87.3%	91.3%	98.9%	92.0%	92.0%
12. Allowable Operating Profit	\$1,126,283	\$798,974	\$94,827	\$820,673	\$849,137

Section III- Pass Through Costs

13. Tipping Fees	\$1,891,183	\$1,886,262	\$2,671,355	\$2,663,997	\$2,663,997
14. Franchise Fees	\$1,318,502	\$1,357,533	\$1,368,864	\$1,385,290	\$1,401,894
15. AB939 Fees	\$0	\$0	\$0	\$0	\$0
16. Lease Pmts to Affiliated Companies	\$89,051	\$91,703	\$234,650	\$243,567	\$252,822
17. Total Pass Through Costs	\$3,298,736	\$3,335,498	\$4,274,869	\$4,292,854	\$4,318,713

Section III- Pass Through Costs

18. Revenue Requirement	\$12,187,936	\$12,487,395	\$12,841,539	\$14,551,270	\$14,932,926
19. Total Revenue Offsets (from Page 3)	\$12,187,936	\$12,487,395	\$12,841,539	\$12,991,486	\$13,147,193

Section III- Pass Through Costs

20. Net Shortfall (Surplus)	\$1,559,784
-----------------------------	-------------

21. Total Residential and Non-residential Revenue without increase in Base Year (pg.5, line 76)	\$12,973,924	Nipomo \$12,973,924
22. Percent Change in Residential and Non-residential Revenue Requirement	12.02%	12.0%
23. Franchise Fee Adjustment Factor (1 - 6 percent)	90.000%	91.870%
Limitation due to cumulative increases	13.36%	13.09%
24. Percent Change in Existing Rates	13.36%	13.09%

Base Year Rate Adjustment Application

Revenue Offset Summary

Section 541 - Revenue Offsets				
Historical		Current	Projected	
2016	2017	2018	Base Year	2020

Residential Revenue (without increase in Base Yr.)

28. Single Family Residential	\$7,163,810	\$7,341,537	\$7,541,246	\$7,631,741	\$7,723,322
Multiunit Residential Dumpster					
29. Number of Accounts					
30. Revenues					
31. Less Allowance for Uncollectible Resi Accounts	\$0	\$0	\$0	\$0	\$0
32. Total Residential Revenue	\$7,163,810	\$7,341,537	\$7,541,246	\$7,631,741	\$7,723,322

Non-residential Revenue (without increase in Base Yr.)

Account Type

Non-residential Can

33. Number of Accounts	8	8	8	8	8
34. Revenues			\$4,535	\$4,589	\$4,644

Non-residential Wastewheeler

35. Number of Accounts	392	425	460	466	471
36. Revenues			\$477,469	\$483,199	\$488,997

Non-residential Dumpster

37. Number of Accounts	1,738	1,684	1,629	1,649	1,668
38. Revenues	\$5,004,136	\$5,133,957	\$4,796,508	\$4,854,067	\$4,912,315

39. Less: Allowance for Uncollectible Non-resid	\$0	\$0	\$0	\$0	\$0
---	-----	-----	-----	-----	-----

40. Total Non-residential Revenue	\$5,004,136	\$5,133,957	\$5,278,512	\$5,341,854	\$5,405,956
-----------------------------------	-------------	-------------	-------------	-------------	-------------

45. Interest on Investments	\$6,104	\$0	\$0	\$2,035	\$2,059
-----------------------------	---------	-----	-----	---------	---------

46. Other Income	\$13,885	\$11,901	\$21,780	\$15,856	\$15,856
------------------	----------	----------	----------	----------	----------

47. Total Revenue Offsets	\$12,187,936	\$12,487,395	\$12,841,539	\$12,991,486	\$13,147,193
---------------------------	--------------	--------------	--------------	--------------	--------------

Base Year Rate Adjustment Application

Cost Summary for Base Year

Description of Cost	BASE YEAR			
	2016	2017	2018	2019
Labor	\$2,849,547	\$2,906,100	\$3,127,283	\$3,219,834
Payroll Taxes	\$233,798	\$244,439	\$258,686	\$269,300
48. Total Direct Labor	\$3,083,345	\$3,150,539	\$3,385,970	\$3,489,134
49. Corporate Overhead	\$332,113	\$153,045	\$269,457	\$279,697
Less limitation (enter as negative)				
Total Corporate Overhead	\$332,113	\$153,045	\$269,457	\$279,697
Office Salary	\$442,804	\$864,061	\$375,493	\$386,536
Payroll Taxes	\$35,268	\$36,995	\$35,938	\$37,016
50. Total Office Salaries	\$478,072	\$901,055	\$411,430	\$423,552
Bad Debt	\$2,448	\$4,271	\$11,283	\$11,419
Allocated expenses	\$0	\$0	\$0	\$0
Bond expense	\$6,482	\$5,325	\$5,325	\$5,527
Depreciation on Bldg and Equip	\$0	\$16,598	\$11,061	\$133,883
Depreciation on Trucks/Containers	\$274,514	\$229,543	\$234,283	\$525,055
Drive Cam fees	\$28,997	\$28,680	\$22,949	\$23,821
Dues and Subscriptions	\$6,738	\$8,196	\$6,221	\$6,457
Facilities	\$0	\$50,977	\$52,988	\$55,002
Gas and oil	\$796,069	\$880,285	\$969,634	\$965,300
Interest Expense	\$0	\$67,043	\$55,637	\$178,320
Laundry	\$21,452	\$24,462	\$33,677	\$34,956
Legal and Accounting	\$29,459	\$30,952	\$46,145	\$47,898
Miscellaneous and Other	\$16,522	\$8,372	\$8,433	\$8,753
Office Expense	\$206,325	\$242,249	\$281,813	\$292,522
Operating Supplies	\$39,671	\$39,710	\$40,674	\$42,219
Other Insurance-medical	\$1,238,436	\$1,195,973	\$1,041,356	\$1,080,928
Other Taxes	\$35,985	\$35,080	\$34,854	\$36,179
Outside Services	\$431,794	\$518,013	\$554,407	\$768,656
Public Relations and Promotion	\$1,578	\$1,699	\$7,059	\$7,328
Postage	\$6,574	\$2,005	\$13,364	\$13,872
Permits	\$63,007	\$60,347	\$62,686	\$65,068
Relocation	\$22,576	\$3,186	\$1,849	\$1,919
Rent	\$3,000	\$3,000	\$0	\$0
Telephone	\$20,909	\$20,182	\$13,956	\$14,486
Tires	\$146,896	\$139,628	\$87,488	\$88,145
Transportation (related party)	\$48,544	\$54,347	\$48,545	\$50,389
Travel	\$26,944	\$13,991	\$11,778	\$12,226
Truck Repairs	\$365,282	\$436,531	\$720,023	\$746,490
Utilities	\$29,184	\$27,637	\$27,497	\$28,542
51. Total Other Gen/Admin Costs	\$3,869,387	\$4,148,284	\$4,404,986	\$5,245,361
52. Total Tipping Fees	\$1,891,183	\$1,886,262	\$2,671,355	\$2,663,997
53. Total Franchise Fee	1,318,501.56	\$1,357,533	1,368,863.98	1,385,290
54. Total AB 939/Regulatory Fees	\$0	\$0	\$0	\$0
55. Total Lease Pmt to Affil Co.'s	\$89,051	\$91,703	\$234,650	\$243,567
56. Total Cost	\$11,061,652	\$11,688,421	\$12,746,711	\$13,770,537

Base Year Rate Adjustment Application

Base Year Revenue Offset Summary

For Information Purposes Only

Description of Revenue	Section 19A Revenue Offsets						Non-franchise Total
	Overall Total	Franchise Total	Refuse Collection		Grover	Unincorporated	
			Arroyo	Pismo			
<i>Residential Revenue (without increase in Base Year)</i>							
57. Single Family Residential	\$7,631,741	\$7,631,741	\$1,293,703	\$852,859	\$868,551	\$4,616,628	
58. Multiunit Residential Dumpster Number of Accounts		0					
59. Revenues	\$0	\$0					
60. Less Allowance for Uncollectable	\$0	\$0					
61. Total Residential Revenue	\$7,631,741	\$7,631,741	\$1,293,703	\$852,859	\$868,551	\$4,616,628	\$0
<i>Non-residential Revenue (without increase in Base Year)</i>							
Account Type							
Non-residential Can							
62. Number of Accounts	8	2	4	0	2		
63. Revenues	\$4,589	\$4,589	\$503	\$1,468	\$0	\$2,617	
Non-residential Wastewheeler							
64. Number of Accounts	466	466	131	132	95	108	
65. Revenues	\$483,199	\$483,199	\$134,345.31	\$180,384.79	\$64,852.36	\$103,616.13	
Non-residential Dumpster							
66. Number of Accounts	1,643	1,643	352	236	327	728	6
67. Revenues	\$4,777,761	\$4,777,761	\$1,059,880	\$1,004,808	\$688,810	\$2,024,263	\$76,305
68. Less: Allowance for Uncollectable Non-residential Accounts	\$0	\$0					
69. Total Non-residential Revenue	\$4,782,350	\$4,782,350	\$1,114,125	\$1,185,146	\$753,667	\$2,152,444	\$76,305
74. Interest on Investments	\$0	\$0	\$0	\$0	\$0	\$0	\$0
75. Other Income	\$328	\$0	\$0	\$0	\$0	\$0	\$328
76. Total Revenue Offsets	\$12,414,091	\$12,414,091	\$2,407,828	\$2,038,005	\$1,622,218	\$6,769,072	\$76,633

Base Year Rate Adjustment Application

Operating Information

Historical		Current		Projected			
	Percent		Percent		Percent	Base Year	Percent
2016	Change	2017	Change	2018	Change	2019	Change

Section IX-Operating Data

Residential

Accounts

77.	Arroyo Grande	5,742	0.5%	5,769	1.1%	5,833	1.0%	5,891	1.0%	5,950
	Grover Beach	4,198	0.3%	4,211	0.7%	4,239	1.0%	4,281	1.0%	4,324
	Pismo Beach	3,748	0.5%	3,768	-0.2%	3,762	1.0%	3,800	1.0%	3,838
	Oceano CSD	1,838	0.1%	1,840	-0.3%	1,834	1.0%	1,852	1.0%	1,871
	Nipomo CSD	4,001	0.8%	4,035	0.9%	4,070	1.0%	4,111	1.0%	4,152
	County	6,436	1.8%	6,551	1.4%	6,643	1.0%	6,709	1.0%	6,777
		25,963	0.8%	26,174	0.8%	26,381	1.0%	26,645	1.0%	26,911
78.	Routes-Garbage	7	0.0%	7	0.0%	7	0.0%	7	0.0%	7
79.	Routes-Recycling	7	0.0%	7	0.0%	7	0.0%	7	0.0%	7
80.	Direct Labor Hours	29,120	0.0%	29,120	0.0%	29,120	0.0%	29,120	0.0%	29,120

Non-residential Garbage

Accounts

80.	Arroyo Grande	486	-1.0%	481	-0.4%	479	1.0%	484	1.0%	489
	Grover Beach	442	-2.0%	433	-3.7%	417	1.0%	421	1.0%	425
	Pismo Beach	380	-1.1%	376	-2.4%	367	1.0%	371	1.0%	374
	Oceano CSD	190	0.5%	191	-12.0%	168	1.0%	170	1.0%	171
	Nipomo CSD	211	-0.9%	209	-16.3%	175	1.0%	177	1.0%	179
	County	475	2.3%	486	6.8%	519	1.0%	524	1.0%	529
		2,184	-0.4%	2,176	-2.3%	2,125	1.0%	2,146	1.0%	2,168
81.	Routes-garbage	5	0.0%	5	0.0%	5	0.0%	5	0.0%	5
	Routes-recycling	3	0.0%	3	0.0%	3	0.0%	3	0.0%	3
82.	Direct Labor Hours	16,640	0.0%	16,640	0.0%	16,640	0.0%	16,640	0.0%	16,640

Recyclable Materials - All areas-Commingled Recycling (in tons)

Accounts

83.	Tri-Cities	8,181	-7.1%	7,603	-20.3%	6,064	0.0%	6,064	0.0%	6,064
	Nipomo/Oceano CSD	3,008	-7.1%	2,795	-20.3%	2,229	0.0%	2,229	0.0%	2,229
84.	County	962	-7.1%	895	-20.3%	713	0.0%	713	0.0%	713
		12,151	-7.1%	11,293	-20.3%	9,006	0.0%	9,006	0.0%	9,006

Recyclable Materials - All areas-Greenwaste Recycling

Routes	5	0.0%	5	0.0%	5	0.0%	5	0.0%	5
Tons Collected	11,294	5.6%	11,931	5.3%	12,567	1.0%	12,693	1.0%	12,820
Direct Labor Hours	7,271	0.0%	7,271	0.0%	7,271	0.0%	7,271	0.0%	7,271

Garbage Tons Collected	40,552	1.5%	41,142	1.2%	41,621	1.0%	42,037	1.0%	42,457
------------------------	--------	------	--------	------	--------	------	--------	------	--------

Oceanco CSD
Current Rates

Service Description	RATES	
		Current
RESIDENTIAL		
Residential MSW		
32 WW /CURB	\$	14.00
64 WW /CURB	\$	20.13
96 WW /CURB	\$	39.40
SLO CO WASTE MGMT AUTH	\$	0.90
VACANT RATE	\$	11.38
VACATION	\$	11.38
CITY CLEAN UP	\$	5.00
RESIDENTIAL EXTRAS	\$	2.45
XTRA 32GAL GREEN WASTE	\$	1.23
RESTART FEE-RESIDENTIAL	\$	14.67
SMALL EXTRA	\$	14.32
RESI TRIP CHARGE	\$	6.10
DRIVE IN CHARGE	\$	12.20
2 64GAL WW / CURB	\$	46.51
2 96GAL WW / CURB	\$	74.53
64 GAL/96 GAL WW/CURB	\$	60.52
Residential Recycle		
XTRA 32GAL RECYCLE	\$	1.38
XTRA 64GAL RECYCLE	\$	1.38
XTRA 96GAL RECYCLE	\$	1.38
EXTRA RECYCLE	\$	1.23
Residential Green Waste		
XTRA 32GAL GREEN WASTE	\$	3.39
XTRA 96GAL GREEN WASTE	\$	3.39
ORGANICS		
Organics		
32 GAL 3X WKLY ORGANICS	\$	27.69
64 GAL 3X WKLY ORGANICS	\$	34.31
XTRA 32 GAL ORGANICS	\$	1.37
XTRA 64 GAL ORGANICS	\$	1.37
COMMERCIAL		
Commercial MSW		
1 CAN 1X WEEKLY	\$	19.73
1 CAN 2X WEEKLY	\$	34.80
1.5YD 1X WEEKLY	\$	81.74
1.5YD 2X WEEKLY	\$	125.06
1.5YD 3X WEEKLY	\$	168.53
1.5YD 5X WEEKLY	\$	286.91
1.5YD 6X WEEKLY	\$	341.98
1.5YD 7X WEEKLY	\$	452.15

1YD 1X WEEKLY	\$	68.46
1YD 2X WEEKLY	\$	98.48
1YD 3X WEEKLY	\$	130.12
1YD 4X WEEKLY	\$	160.16
1YD 7X WEEKLY	\$	300.28
2 CANS 1X WEEKLY	\$	33.00
2 CANS 2X WEEKLY	\$	50.82
2YD 1X WEEKLY	\$	98.41
2YD 2X WEEKLY	\$	145.09
2YD 3X WEEKLY	\$	206.78
2YD 4X WEEKLY	\$	301.96
2YD 6X WEEKLY	\$	442.08
2YD 7X WEEKLY	\$	605.53
3 CANS 1X WEEKLY	\$	39.72
32GAL 1X WEEKLY	\$	19.73
3YD 1X WEEKLY	\$	106.69
3YD 2X WEEKLY	\$	196.80
3YD 3X WEEKLY	\$	275.22
3YD 4X WEEKLY	\$	490.37
3YD 5X WEEKLY	\$	582.18
3YD 6X WEEKLY	\$	680.58
3YD 7X WEEKLY	\$	937.44
4YD 1X WEEKLY	\$	151.80
4YD 2X WEEKLY	\$	228.59
4YD 3X WEEKLY	\$	328.62
4YD 4X WEEKLY	\$	515.50
4YD 5X WEEKLY	\$	638.87
4YD 6X WEEKLY	\$	725.68
4YD 7X WEEKLY	\$	1,127.63
64GAL 1X WEEKLY	\$	33.00
6YD 1X WEEKLY	\$	227.70
6YD 2X WEEKLY	\$	342.90
6YD 3X WEEKLY	\$	492.92
6YD 6X WEEKLY	\$	1,088.53
6YD 7X WEEKLY	\$	1,691.44
96GAL 1X WEEKLY	\$	39.72
96GAL 2X WEEKLY	\$	62.26
96GAL 3X WEEKLY	\$	82.33
96GAL 4X WEEKLY	\$	104.23
96GAL 5X WEEKLY	\$	126.10
ON CALL 2YD	\$	56.85
ON CALL 3YD	\$	-
ON CALL 4YD	\$	113.70
RENTAL	\$	3.78
SUNDAY PICKUP	\$	61.10
2YD 5X WEEKLY	\$	370.40
64GAL 2X WEEKLY	\$	50.82
BIN CLEANING	\$	54.59
EXTRA BAGS, BXS, CANS	\$	4.89
XTRA 32GAL GREEN WASTE	\$	2.45
LOOSE YARDAGE	\$	10.30
SMALL EXTRA	\$	28.63
DELIVERY CHARGE	\$	35.00
Delivery Charge	\$	35.00
LOCK CHARGE	\$	6.80
ON CALL 1.5YD	\$	42.64
Special Pickup 1.5yd	\$	42.64
Special Pickup 1yd	\$	28.43
Special Pickup 2yd	\$	56.85
Special Pickup 3yd	\$	85.27

Special Pickup 4yd		\$	113.70
STANDBY		\$	0.98
1.5YD 4X WEEKLY		\$	235.21
DRIVE IN SERVICE		\$	12.20
Commercial Recycle			
1.5YD RECYCLE 1X WKLY		\$	6.80
1.5YD RECYCLE 2X WKLY		\$	6.80
1.5YD RECYCLE 3X WKLY		\$	84.28
1.5YD RECYCLE 4X WKLY		\$	117.61
1.5YD RECYCLE 6X WKLY		\$	171.00
1YD RECYCLE 1X WKLY		\$	6.80
1YD RECYCLE 2X WKLY		\$	6.80
1YD RECYCLE 3X WKLY		\$	65.06
1YD RECYCLE 5X WKLY		\$	96.75
2YD RECYCLE 1X WEEKLY		\$	6.80
2YD RECYCLE 2X WEEKLY		\$	6.80
2YD RECYCLE 3X WEEKLY		\$	103.39
2YD RECYCLE 4X WEEKLY		\$	150.98
2YD RECYCLE 6X WEEKLY		\$	221.04
3YD RECYCLE 1X WEEKLY		\$	6.80
3YD RECYCLE 2X WEEKLY		\$	6.80
3YD RECYCLE 3X WEEKLY		\$	137.62
3YD RECYCLE 4X WEEKLY		\$	245.19
3YD RECYCLE 5X WEEKLY		\$	291.09
3YD RECYCLE 6X WEEKLY		\$	340.30
4YD RECYCLE 1X WEEKLY		\$	6.80
4YD RECYCLE 3X WEEKLY		\$	164.31
4YD RECYCLE 4X WEEKLY		\$	257.76
4YD RECYCLE 5X WEEKLY		\$	319.43
4YD RECYCLE 6X WEEKLY		\$	362.84
4YD RECYCLING 2 X WEEKLY		\$	6.80
COMM. RECY 32G 1X WKLY		\$	-
COMM. TRIP CHARGE		\$	12.20
COMM RECY 64GAL 1X WKLY		\$	-
COMM RECY 96GAL 1X WKLY		\$	-
LOOSE CARDBOARD		\$	2.45
EXTRA RECYCLE		\$	2.45
1.5YD RECYCLE 5X WKLY		\$	143.46
2YD RECYCLE 5X WEEKLY		\$	185.20
ON-CALL 1.5 YD RECYCLING		\$	22.86
ON-CALL 4 YD RECYCLING		\$	69.06
LOOSE CARDBOARD		\$	2.45
RECYCLE BIN RENTAL		\$	6.80
Commercial Green Waste			
COMM. 96GAL GREEN WASTE		\$	-
DISPOSAL			
WHITE GOODS		\$	40.37
WHITE GOODS		\$	40.37
DOUBLE MATTRESS		\$	15.89

Rate Comparison for Garbage Services in San Luis Obispo County

Service Size	Gallons	San Luis Obispo*	Pismo Beach*	South County Urban*	Arroyo Grande*	Atascadero	Santa Maria*****	San Miguel	Templeton	Paso Robles
One Can	35	\$17.97	\$17.35	\$17.86	\$18.11	\$22.32	\$25.16	\$28.33	\$25.89	\$31.39 ***
Two Can	65	\$35.95	\$34.70	\$35.76	\$23.54	\$39.14	\$30.69	\$44.44	\$37.87	\$41.16
Three Can	95	\$53.92	\$52.05	\$53.63	\$28.99	\$50.59	\$34.81	\$61.06	\$42.22	\$45.43
2 Yard Container	2 Yards	141.14	122.12	140.33	113.66	129.27	166.73	Not Offered	116.08	\$87.67 *****

* New rates proposed for 2019 with Flat Percentage Allocation

** Paso Robles rates are as of 2008. They are in the process of an increase.

*** 40 Gallon cart pricing. Paso Robles does not offer 35 gallon service.

**** 3 yard weekly pricing. Paso Robles does not offer less than a 3 yard bin.

***** Santa Maria recycling and green waste is Every Other Week. All other areas offer these services weekly.



Oceans Special Services District

Dear Friends and Neighbors -

I want to express my gratitude to you for the free pickup of bulky items for Halcyon Residents.

Thank you very much -

Cleaver L. Shumway
Guardian in Chief

Creeds Disappear Hearts Remain



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item #9(A): 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.**

Recommendation

It is recommended that your Board authorize the Board President to execute an agreement with One Cool Earth, Inc. a 501(c)(3) corporation, to provide \$9,980 in funding to support the Earth Genius educational program at Oceano Elementary School.

Discussion

One Cool Earth, Inc. is a local non-profit organization that provides education and outreach at local schools and has been successful in helping obtain grants for several schools districts within San Luis Obispo County. Attached is a request seeking funding to help cover some of the costs for an outdoor school garden program, "Earth Genius," at Oceano Elementary School. On August 23, 2017, your Board approved funding and an agreement for fiscal year 2017-18 and the attached proposal seeks continuation of the program in 2018-19. At the District's recent final budget hearing on August 29, 2018, funding for the proposal was approved subject to a presentation by One Cool Earth. As a result, authorizing the Board President to execute an agreement with One Cool Earth would be needed at this time.

One Cool Earth will provide a presentation during the agenda item. The attached proposal includes accomplishments during the past fiscal year and work efforts and the budget for the upcoming program year. One Cool Earth will also be participating in the Oceano Open House that is scheduled for November 17, 2018 that is currently being coordinated with the Energy Team of the County of San Luis Obispo. The Open House and One Cool Earth's participation helps the District meet its education and outreach obligations, and specifically, outreach efforts at Oceano Elementary that are incorporated in the Proposition 1 scope of work that has recently been approved for the District. The District's abstract included in the regional Proposition 1 application is attached and reflects the general scope of work for the grant.



Other Agency Involvement

The State of California has awarded grant funding to the District under Proposition 84 and Proposition 1, both relating to Integrated Regional Water Management efforts. The County of San Luis Obispo is the lead agency on the grant efforts and the District has approved the grant agreements. The Oceano Elementary School is a campus of the Lucia Mar Unified School District.

Other Financial Considerations

The funding request for Earth Genius from the District is in the amount of \$9,980. Total program costs are \$14,910. The remaining program funding needs are provided by charitable contributions and state grants.

Results

Supporting local non-profits efforts helps to ensure a more appealing and cost effective approach with education and outreach in contrast to solely using District staff and/or public relations consulting firms. The program efforts will help the District meet education and outreach obligations, included in existing grant agreements and promotes a well-governed community. Overall, the One Cool Earth proposal promotes a healthy community by supporting "healthy, happy and smart youth."

Attachments:

- Proposal for Earth Genius
- Proposition 1 Grant Abstract

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

1. Organization Background and Work Accomplished

One Cool Earth (OCE), a 501(c)3 nonprofit, operates exclusively in San Luis Obispo County. OCE believes that every child deserves a place to grow--physically, personally, and intellectually. Our school garden program, Earth Genius, creates and operates gardens as learning labs that power healthy, happy and smart youth.

Over the past fifteen years OCE has steadily expanded, refining our mission and adding partners to support garden-based educational opportunities at public schools throughout the county. OCE staff currently work directly with 1600 unique students/week on garden-related educational projects in 14 schools, focusing on elementary grade levels.

Last year, through funding from Oceano Community Service District, matched by California State Waterboard funding, we operated our Earth Genius program at Oceano Elementary School. Highlights of the year included:

- **Successful Waste Audit** - Oceano Elementary completed a day-long waste audit that involved students from six classroom, involved sorting lunchtime waste for all students, and a final assembly showing students the breakdown of how much of one day's waste at the school is recyclable, compostable, and landfillable. The assemblies also included a PSA about dumping in the community.
- **Garden Beds Installed** - A total of 16 additional garden beds were installed at Oceano Elementary school, and the four crops were harvested.
- **Water, Waste and Food Lesson** - All students in the school were involved in monthly lessons related to low impact development, especially stormwater runoff, including topics such as marine debris, erosion, and the impacts of surface types on runoff (impermeable vs. permeable).
- **Watershed Field Trip** - A field trip to the San Simeon Coastal Discovery Center was hosted for one classroom, which including a Marine Debris cleanup, oceanography, and plankton labs.

2. Continuation Proposal

One Cool Earth requests \$9,980 to continue support for our outdoor education program, EarthGenius, at Oceano Elementary School in Oceano. Earth Genius (EG) facilitates student-led projects that create real-world impacts (water savings, waste reduction, food production), building student wellbeing by encouraging responsibility, teamwork, environmental stewardship, and pride for their campus. In addition, our program makes water conservation and waste reduction relevant and personal by tying these concepts to growing food in school gardens. All our lessons are tied to standards-based academics to support student learning in many subject areas, but especially science.

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

The Earth Genius program provides a dedicated, weekly outdoor educator to each school who works directly with approximately 500 students each week, teaching a series of 18 project-based lessons to students outdoors on campus. Example lessons include operating a school-wide vermicomposting and recycling program to reduce school waste hauling costs and provide fertilizer for garden beds, conducting home water audits, installing home water conservation fixtures, and building habitat gardens to reduce school water use, increase pollinators and beneficial predatory insects, and reduce pesticide use.

In addition, the lessons involve planting and harvesting vegetables, and our schedule produces 3 harvests per year at a school site. Harvested vegetables are used in cooking lessons and tastings. Excess vegetables are provided to the Food Services department to be included in school lunches.

Besides teaching lessons directly to students, the Earth Genius program builds schools' capacity to incorporate outdoor education as a standard practice. Our educators work with teachers to model student management and age-appropriate, standards-based lessons. In addition, working with students and volunteer community groups, we build and maintain outdoor education infrastructure, ensuring that compost systems, garden irrigation, soil, pathways, and other vital features are safe, attractive, and functional. We offer three regional teacher trainings per year as well as extension activities and curriculum to leverage teacher engagement in outdoor education beyond the Earth Genius program.

3. Program Need

School gardens address several local needs of County residents. Overall, our program has developed at the invitation of local school administrators, teachers, parents, and students. School gardens are a resource requested by the community. Of Oceano Elementary School's population of 460 students, 91% qualify as low-income based on eligibility for free/reduced lunches, 85% identify as non-white¹, and 39% have a health risk due to body composition according to state Physical Fitness tests. EarthGenius addresses several interrelated needs of students--environmental wellbeing, academics, and health--this holistic approach has proven more effective and engaging than addressing any one need in isolation from the others.

Environment

South San Luis Obispo county currently faces many environmental issues. Students represent key influencers in their family and community. By involving them in meaningful

¹ School Accountability Report Card <http://www.cde.ca.gov/ta/ac/sa/> Accessed Nov. 1st, 2016.

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

projects to improve their campuses, they gain knowledge, skills, attitudes and behaviors that they pass on to their families and communities.

The Earth Genius program encourages wise water-use. In an area of drought and groundwater overdraft, water conservation supports the stability of an area dependent on agricultural crops. Low-income residents are often hardest-hit by increasing utility prices, and water conservation provides direct financial savings. Overall, the current widespread community debate over water and land use presents an opportunity to inform decisions and promote both urban and agricultural watershed conservation behaviors through community education, using the schools as an entry point to discussion and action. Students versed in basic agricultural practices and urban water conservation techniques will be well-suited as watershed stewards now and in the future.

Furthermore, the EarthGenius program addresses school waste costs as well as state mandates to reduce waste. Our garden programs are linked with school-wide recycling and composting programs. We process the compost in bins using worms to produce fertilizer for our gardens. By recycling, we reduce school waste hauling costs by up to \$3000 per year per school, helping to justify schools in partially funding garden programs. Increased student waste-disposal awareness leads to reduced pollution from improper waste disposal.

The EarthGenius program takes place entirely outdoors, in school gardens, and encourages student familiarity and comfort in outdoor settings, encouraging outdoor activity and recreation on their own, which leads to appreciation for and stewardship of natural resources--if they connect with nature, they will protect nature.

Education

US students lag behind their international peers in Science (including Health), Technology, Engineering, and Math (STEM) education, and the gap is greatest for low-income students.² Science is a challenging subject for many students, even more so since elementary schools lack dedicated lab space where hands-on science projects can take place. In addition, multi-subject elementary teachers often lack strong background training in scientific subjects and science education pedagogy. Elementary science achievement is important, as success forms a basis for continued student learning in STEM subjects through middle school and high school. Basic science education will also allow students to make more informed and reasoned decisions in their personal and civic lives³.

² National Math + Science Initiative, "The STEM Crisis."

<https://www.nmsi.org/AboutNMSI/TheSTEMCrisis.aspx> Accessed: 29 November 2016.

³ Marincola, Elizabeth. "Why Is Public Science Education Important?" *Journal of Translational Medicine* 4 (2006): 7. *PMC*. Web. 30 Jan. 2017.

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

The Earth Genius program bridges textbook learning with the real world, and garden-based lessons aligned to classroom standards serve as effective⁴, engaging⁵, and low-cost laboratories as they model many of the basic concepts in earth science, life sciences, and physical sciences. Also, by providing teachers with training, coaching, and resources, and by maintaining gardens, the Earth Genius program increases the capacity of schools to teach science effectively.

Health

The Earth Genius program includes best-practices in nutrition education by involving students in every step of the food system, from growing and harvesting, to cooking, eating, and sharing and operating the program over the duration of the school year. Nutrition makes outdoor education personal and relevant, and ties resource conservation and outdoor appreciation and recreation to health, a critical feature of our program at schools like Oceano Elementary where nearly 40% of students are at risk of disease due to body composition.

The body of research has found that garden-based nutrition education programs are a more effective method for increasing nutrition knowledge, fruit and vegetable identification skills, and fruit and vegetable consumption than in-classroom nutrition education programs^{6,7,8}. Research also supports that garden-based interventions that involved consistent exposure to the garden over a longer period of time were more likely to increase consumption of fruits and vegetables¹². Three determinants lead to the most effective nutritional behavior change: 1) decrease fear of trying new foods (neophobia); 2) increase perception that it is socially acceptable to eat fruits and vegetables; and 3) increase self-efficacy in abilities to eat fruits and vegetables. The hands-on nature of our school garden program is a key component for nutritional behavior change in children because it directly connects them to new foods in a

⁴ Pigg, A., Waliczek, T., & Zajicek, J. (2006). Effects of a Gardening Program on the Academic Progress of Third, Fourth, and Fifth Grade Math and Science Students. *HortTechnology*, 16(2), 262-264.

⁵ Smith, L., & Motsenbocker, C. (2005). Impact of Hands-on Science through School Gardening in Louisiana Public Elementary Schools. *HortTechnology*, 15(3), 439-443.

⁶ Morgan, P., Warren, J., Lubans, D., Saunders, K., Quick, G., & Collins, C. (2010). The impact of nutrition education with and without a school garden on knowledge, vegetable intake and preferences and quality of school life among primary-school students. *Public Health Nutrition*, 13(11), 1931-1940.

⁷ McAleese, J. D., & Rankin, L. L. (2007). Garden-Based Nutrition Education Affects Fruit and Vegetable Consumption in Sixth-Grade Adolescents. *Journal of the American Dietetic Association [H.W. Wilson - GS]*, 107(4), 662.

⁸ Wright, W., & Rowell, L. (2010). Examining the effect of gardening on vegetable consumption among youth in kindergarten through fifth grade. *Wisconsin Medical Journal*. 3(109), 125-129.

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

supportive environment, offers many opportunities to taste and eat new foods, and provides skills that students can use to independently choose and prepare healthy foods⁹.

4. Collaboration

The EarthGenius program closely partners with public schools to thoroughly integrate garden education with curriculum. In addition, our program has formed partnerships with many local agencies.

We partner with the National Oceanic and Atmospheric Administration, Central Coast Salmon Enhancement, the Morro Bay Natural History Museum and the Resource Conservation District to enhance our science programming through the use of their facilities, funding, and technical expertise.

We have received funding and technical support from the Atascadero Unified School District, Coast Unified School District, Paso Robles Joint Unified School District, United Way, The Community Foundation San Luis Obispo County, County Public Health Department, the Food Bank Coalition, and UC Cooperative Extension for the health components of our garden-education programs. We also currently partner with the County Probation Department to provide garden-education and activities for Youth in Action, a gang-prevention program in Paso Robles. Through the State we wrote low-impact development grants for schools totalling \$2M.

In addition, we have partnered deeply with the communities we serve, taking the time to understand our student's needs and meet them where they are: culturally and linguistically. We have built our organization's cultural competency through diversity trainings, Spanish language lessons, and by soliciting input and advice from our diverse community partners, including teachers, social workers, and parents as we design and implement our programs.

⁹ Roche, E., Conner, D., Kolodinsky, J. M., Buckwalter, E., Berlin, L., & Powers, A. (2012). Social Cognitive Theory as a Framework for Considering Farm to School Programming. *Childhood Obesity*, 8(4), 357-363.

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

5. Proposed Scope of Work for Fiscal Year 2018 - 2019

Program/Project Summary:

Goal/Objective	Major Tasks (to achieve goal)	Timeline
<p>1) Improve health, academic achievement and wellbeing at underserved schools</p>	<p>1. Elementary students will participate in standards-based outdoor education for 60 minutes every week throughout the school year.</p> <p>2. Students will participate in project-based learning to maintain and improve their campus and create real environmental impacts.</p> <p>3. Students will participate in planting, tending, harvesting, preparing, eating, and sharing garden produce.</p>	<p><i>Sept. 2018 - June 2019 - Hold hour-long lessons at school sites every week for 3 to 4 classes per school.</i></p> <p><i>Complete student projects appropriate for each season (e.g. hoop-greenhouse construction in winter, spring native garden planting, fall waste audit and compost setup).</i></p>
<p>2) Build capacity for underserved elementary schools to provide outdoor education</p>	<p>1. Host seasonal teacher trainings to improve the confidence and ability of elementary school teachers to provide garden-based education.</p> <p>2. Provide coaching for teachers</p> <p>3. Distribute resources including standards-based garden curriculum and garden supplies to teachers.</p> <p>4. Engage and involve community members to improve school garden infrastructure, including parents, businesses, and partner organizations.</p>	<p><i>Seasonally (Fall, Winter, Spring) - Host one teacher training each season. Provide teacher resources at each training.</i></p> <p><i>Host community events to engage community in environmental and educational outcomes</i></p> <p><i>Sept. 2018 - May 2019 - Provide regular feedback and support to teachers who utilize the outdoor infrastructure independently.</i></p> <p><i>Monthly - Maintain communications via school newsletter, website, media to engage community</i></p>

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

Program OUTPUTS:

The program will reach **460** underserved students at Oceano Elementary School with intensive, year-long programming during the 2018 - 2019 school year. A total of **108** garden-based lessons per year will be taught.

10 teachers will receive garden-based teacher trainings as well as garden supplies and curriculum.

The school site will host **3** x harvest/planting events with students, **2** x community volunteer workdays, and **2** x community celebration events.

100 students will be involved in **3** x cooking lessons using garden produce.

460 students (total school population) will receive produce tastings during the school-year.

6. Program Budget: Oceano Elementary Earth Genius Budget: Aug. 2018 - Aug. 2019

	Description	Request from OCSD	Match	Total Cost
I. Personnel Expenses				
<u>Project Planning & Supervision</u>	Program and curriculum development, planning, evaluation, reporting, teacher support and educator supervision: 200 hrs @ \$20/hr;	\$2,980	\$1,020	\$4,000
<u>Direct Education Staff</u>	Educators teach weekly outdoor lessons to reach 460 students & maintain outdoor classrooms: 400 hrs @ \$20/hr;	\$7,000	\$1,000	\$8,000
<u>Payroll Expenses (13% Personnel)</u>	FICA, Worker's Compensation, Employment Insurances;	\$0	\$1,560	\$1,560
<u>Subtotal - Personnel</u>		<u>\$9,980</u>	<u>\$3,580</u>	<u>\$13,560</u>
III. Indirect (10% of Personnel & Operating)	Administrative costs: accounting, insurance, overhead, etc.	\$0	<u>\$1,350</u>	<u>\$1,350</u>
Total Expenses		<u>\$9,980</u>	<u>\$4,930</u>	<u>\$14,910</u>

Budget Narrative

Sources of Funding

Matching sources of funding for Oceano Elementary School's Earth Genius program include: the

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

One Cool Earth | Earth Genius Program

Oceano Elementary School Request for Continuation Funding

Aug. 22, 2018

Glikbarg Foundation (\$4,000), the Drought Outreach Response Program for Schools (DROPS) State Water Grant (\$930).

Personnel

Project Planning and Supervision - Dan Cano and Dylan Jones will oversee staff hiring, training, plan and operate teacher trainings, distribute teacher support curriculum and supplies, coordinate educational programming, and complete training evaluation measurements and program implementation, develop and analyze evaluations, and do grant tracking and reporting (200 hrs x \$20/hour).

Garden Education Staff - Jenn Lawler-Marshall will teach students outdoors on lessons related to waste, water, and food (40 weeks, 10 hours/week, \$20/hour).

Operating Expenses

Garden Supplies - Garden supplies include mulch, soil, straw, tools, irrigation supplies, wheelbarrows, gloves, tool sheds, expendable materials for student demonstrations and projects, and other necessary materials (\$3000/garden/year).

Greg Ellis | Grant Liaison | 760-382-5164 | greg@onecoolearth.org

Every child deserves a place to grow!

www.earthgenius.org

San Luis Obispo County Region
Integrated Regional Water Management (IRWM)
Oceano CSD Abstract



Phase Two includes preconstruction activities, including design, environmental compliance, other technical assistance and additional community outreach and education. Phase Three will include construction activities.

This abstract is for Phase Two activities. In anticipation that future implementation funding will be available to DAC's, funding for Phase Three construction activities will be requested at that time.

In summary, the Proposition 84 grant that has been awarded to OCSD is helping to fund the preliminary feasibility evaluations for several WRRP activities and the Proposition 1 DAC funding for Phase Two is important to move the prioritized projects from Phase One into a "shovel ready" status. In addition to the design, environmental compliance, and other technical assistance needed, the Phase Two WRRP efforts are also proposed to include community outreach and education activities outlined below. Since Phase One activities will include overall community outreach, Phase Two community outreach and education is specifically focused on coordination with the community's elementary school programs. The elementary school program is also intended to be coordinated with the City of Grover Beach and enhance existing programs developed through One Cool Earth, a local non-profit, as well as other community based organizations. The OCSD staff has previously supported successful development of grants for Lucia Mar Unified School District (the "DROPS" program) and will continue and enhance these existing efforts.

The following schools, and potentially others, are within Oceano and Grover Beach that will benefit:

- ✓ Oceano Elementary
- ✓ Grover Beach Elementary
- ✓ Grover Heights Elementary
- ✓ Fairgrove Elementary

Outreach and educational efforts will include watershed management, water conservation efforts (especially for residences), and the overall promotion of IRWM goals and objectives. Sammy the Steelhead's participation will be very important.

Brief justification of the proposed activity to meet the intended outcomes

The proposed activity will meet intended outcomes in the following primary ways:

1. It will support the implementation of important IRWM related projects for a community where project funding and cost of services continues to have financial impacts on disadvantaged and underserved populations. The Oceano CSD has implemented water conservation oriented water rates that have directly led to water conservation consistent with the Governor's goals. These

San Luis Obispo County Region
Integrated Regional Water Management (IRWM)
Oceano CSD Abstract



conservation rates, plus those previously achieved between 2010 and 2013 illustrate the financial impact that rate increases have on the community. DAC funding for preconstruction activities will directly reduce the fiscal impacts and directly improve the ability to implement much needed WRRP projects.

2. It will promote community outreach and education on the importance of IRWM efforts and specifically how residences and businesses can take individual actions to promote sustainable water resource management. The community outreach and education will be enhanced through existing efforts to work with community based organizations on developing drought conservation landscaping gardens.

In summary, the proposed activities will meet intended outcomes by supporting both infrastructure and other OCSD WRRP programs as well as promoting residents and property owners to individually act to conserve and engage in sustainable water resource practices.



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item #9(B):** 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 Construction Cost Accounting Act.

Recommendation

It is recommended that your Board approve the attached resolution adopting the District's Standard Construction Contract and the District's Standard General Conditions for projects informally bid pursuant to the California Uniform Public Construction Cost Accounting Act.

Discussion

The District's draft construction contract and general conditions were introduced on September 26, 2018. Included in the agenda addendum materials are redline documents illustrating changes that have been made as a result of discussions at the Board meeting and final review by the District General Manager and Legal Counsel. A clean version of each will also be posted to the District website prior to the meeting.

The construction contract and general conditions have been developed in anticipation of the District's upcoming work on implementing its capital improvement program. They represent project templates and are relatively unchanged for applicable projects. The construction contract has blanks that will be filled in on a project by project basis, but other project specific modifications are incorporated into "special provisions" developed for individual projects.

The standard documents are applicable for projects that are "informally" bid pursuant to the public contracts code. Currently, the informal bid limits are \$175,000 but will increase to \$200,000 on January 1, 2019 as a result of recommendations from the California Uniform Construction Cost Accounting Commission and legislation recently signed by the governor. Projects that are formally bid will include similar standard documents but with changes that primarily involve alternative dispute resolution.



In addition to the construction contract, the following documents are generally referenced as "contract documents."

- Exhibit A – Notice Inviting Bids.
- Exhibit B – Contractor's Bid.
- Exhibit C – General Conditions.
- Exhibit D – Special Provisions and/or Technical Specifications.
- Exhibit E – Payment and Performance Bonds.
- Exhibit F – Insurance Requirements.
- Exhibit G – Additional Contract Requirements (if applicable).

Pursuant to Public Contracts Code Section 22039, only projects that require formal bids require the Board's approval of plans, specifications, and working details. District staff, legal counsel and consultants will develop final contract documents for applicable projects that are informally bid.

Other Agency Involvement

State and Federal statutory requirements, and those that may be associated with grants, are included in contract documents to help ensure contractor compliance with those requirements.

Financial Considerations

The financial considerations for construction projects are provided when the individual projects are presented to the Board for approval.

Results

Developing standard construction documents promotes administrative efficiencies and a fiscally sound community.

Attachments:

- Resolution Adopting Standard Construction Contract and Standard General Conditions (informally bid projects).

Also, see agenda addendum - Redline Construction Contract and Redline General Conditions; Final documents

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA ADOPTING STANDARD CONSTRUCTION CONTRACT AND GENERAL CONDITIONS

WHEREAS, on November 9, 2016, the Oceano Community Services District (“District”) elected under Public Contract Code Section 22000 et seq. to become subject to the uniform public construction cost accounting procedures as set forth in the Uniform Public Construction Cost Accounting Act (“Act”); and

WHEREAS, pursuant to Government Code Section 61060, the District may enter into and perform contracts, including contracts subject to the Public Contract Code, and the District may take and all actions necessary or incidental to the implementation of such contracts; and

WHEREAS, it is in the public interest for the District to adopt a Standard Construction Contract and Standard General Conditions to facilitate the orderly and consistent administration of District construction projects.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT DOES RESOLVE AS FOLLOWS:

- 1) The Board of Directors hereby adopts the Standard Construction Contract dated October 10, 2018, and the Standard Construction Contract General Conditions dated October 10, 2018 (together “Construction Documents”).
- 2) The District General Manager along with District Legal Counsel are authorized to make non-substantive revisions to the Construction Documents as deemed necessary and/or convenient from time to time.
- 3) This Resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED by the Board of Directors of the Oceano Community Services District, State of California, this ____ day of _____, _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: _____,
Board Secretary of the Oceano
Community Services District

APPROVED AS TO FORM:

District Counsel



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(C): 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.**

Recommendation

It is recommended that your Board:

1. **Authorize the President to approve a Purchase Order to Cummins Inc. based on the attached quote for a generator.**
2. **Authorize the General Manager to solicit bids to install the Replacement Standby Generator in accordance with District Ordinance 2016-1, the District's standard construction contract and general conditions, and the attached permit issued by the County of San Luis Obispo.**
3. **Approve a budget adjustment for \$85,000 utilizing \$46,642 of Public Facilities Fee reserves and \$38,358 of grant revenues.**
4. **Authorize the General Manager to file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Recorder.**

Discussion

The District's standby generator has not been functioning and its replacement has been included on several agendas over the past few years. On October 11, 2017 your Board reviewed a Final Report titled "Standby Power Evaluation" prepared by Wilson Engineering, which illustrated options and costs. At that meeting you also approved an agreement with Wilson Engineering to prepare final design, which is incorporated in the attached permit issued by the County of San Luis Obispo. As discussed in October, a parcel survey has been completed. Permitting has also been approved by the Air Pollution Control District specifically for the proposed generator.



In accordance with District purchasing policies, District staff obtained quotes for the generator unit. Two quotes are attached. A third quote was also pursued from John Deere, who declined. Based on the Cummins Inc. quote, the Air Pollution Control District (APCD) provided a permit since the new generator must comply with air quality requirements. Under this approach, the bid documents will state that the contractor will install the generator which will be provided by the District.

The approach that includes agency-supplied equipment is common. It is staff's preferred approach for the following reasons:

- Direct purchase by the District will help insure government discounts are obtained.
- The timing of bids from Contractors can be established based on generator delivery dates.

Other Agency Involvement

The County of San Luis Obispo and the Air Pollution Control District are both involved in the permitting of the project.

The Five Cities Fire Authority processed the grant request and the generator acquisition will be coordinated with the fire authority and the County to receive the grant funds.

Financial Considerations

The balance in Public Facilities Fund reserves at July 1, 2018 was \$242,684. The proposed budget adjustment will decrease the reserves by \$46,642 and result in an adjustment balance of \$196,042.

Results

Replacement of the standby generator will promote a safe community by helping to ensure power to both the Fire Station and the Sheriff Substation.

Attachments:

- Generator Quotes
 - Cummins Inc.
 - Quinn / Caterpillar
- County Permit
- Design by Wilson Engineering
- Air Pollution Control District Permit
- Ordinance 2016-1



Item	Notes	ID	Description	Qty	Unit Price	Ext Price
		C315-2	Extensions Kit-Fuel Tank Vents, 12 ft			
		C317-2	Riser-Fuel Tank, 2 inch			
		C314-2	Box-Spill Containment, 5 Gal, Lockable			
		C308-2	Switch-High, 90% Fuel			
		C310-2	Switch-Low, 40% Fuel			
		F179-2	Skidbase-Housing Ready			
		A422-2	Engine Starter - 12 VDC Motor			
		A333-2	Battery Charging Alternator-Normal Output			
		BB89-2	Battery Charger - 6 Amp, Regulated			
		AC349JT17	Group 24 Battery			
		E125-2	Engine Cooling-High Ambient Air Temperature			
		E089-2	Extension-Engine Coolant Drain			
		H669-2	Engine Coolant-50% Antifreeze, 50% Water Mixture			
		E153-2	Coolant Heater, Cold Ambient			
		D041-2	Engine Air Cleaner-Normal Duty			
		H706-2	Engine Oil			
		L026-2	Test Record-Certified			
		L028-2	Genset Warranty- Base			
		L050-2	Literature-English			
		A322-2	Packing-Skid, Poly Bag			
		L260-2	Ship Loose-Green SL2 Baffle			
		L261-2	Ship Loose- Vent Kit A			
		L264-2	Ship Loose- Tank Riser B			
		F253-2	Rack, Larger Battery			
		H268-2	Extension-Oil Drain			
		CP01-2	Common Parts Listing			
		SPEC-A	Product Revision - A			
		A048C543	Extension Kit, Fuel Tank Vents -1 Normal, 2 Emergency- 12Ft.			
		A052M018	Sound Level2 Baffle, Shipped Loose			
		A054H766	KIT,FUEL SYSTEM			
2	a		Transfer Switch-Electronic Control: 225A	2	\$2,310.00	\$4,620.00
		OTEC225	Transfer Switch-Electronic Control,225Amp			
		A028-7	Poles-3			
		A046-7	Listing-UL 1008/CSA Certification			
		A044-7	Frequency-60 Hertz			
		A041-7	System-Single Phase, 2 Wire Or 3 Wire			
		R023-7	Voltage-240 Vac			
		B002-7	Cabinet-Type 3R			
		M033-7	Genset Starting Battery-12VDC			
		C027-7	Cover-Switch Control, Security			
		G009-7	Transfer Switch Warranty - 1 Yr Comprehensive			
		CP01-7	Common Parts Listing			
		SPEC-A	Product Revision - A			
3	e		Start & Test	1	\$3,410.00	\$3,410.00



Item	Notes	ID	Description	Qty	Unit Price	Ext Price
			60 C60D6C:Install Batteries (grp 31 down), Start & Test	1		
			OTEC225:Start & Test (ATS Only)	2		
Grand Total:						\$34,235.00
Total Does Not Include Sales Tax						

Cummins Terms & Conditions, rev27Feb2018

NOTES

Please use this as a reference for the "note" column in the quote.

- a. Factory Assembled.
- b. Assemble at Cummins facility.
- c. Shipped loose items. Assemble/Install by Cummins at Job Site.
- d. Shipped loose items. Assemble/Install by customer at Job Site.
- e. Start and Test performed by Cummins.
- f. Start and Test performed by customer.

OPTIONS

Provide 48 hour fuel tank in lieu of 24 hour. Adder \$1,625.00

This quote is based on written specifications Section SPECIFICATIONS FOR A 60 KW 60 Hz 3 PHASE STANDBY POWER SYSTEM

Rev. February 26, 2018 with the following exceptions and clarifications.

EXCEPTIONS

List here or delete line

INTERNATIONAL BUILDING CODE (IBC) CERTIFICATION

The products in this quotation identified as meeting the requirements of the 2009 IBC have been certified by their respective manufactures via a combination of analytical testing and shaker table testing. Not all products have been shaker table tested.



OSHPD seismic requirements are continuing to evolve. Please contact Cummins for the most current requirements for meeting OSHPD applications.

SELECTIVE COORDINATION FOR NATIONAL ELECTRIC CODE (NEC) ARTICLE 700 AND 701 LOADS

Cummins generators are equipped with the manufacturer's recommended circuit breaker. Information regarding this device can be supplied upon request. This quotation is not valid if any changes to this circuit breaker(s) is required to coordinate with other devices in the electrical distribution system. If changes are required, the customer must provide a copy of the coordination study listing the manufacturers part number of the disconnect device to be supplied with the generator and a revised quotation will be issued

LEAD TIME

Submittals

Typical submittal lead time is 2 weeks after receipt of purchase order.

Equipment

Current lead-time is xx-xx weeks after submittal approval and release for production.

CUMMINS STANDARD EXCLUSIONS

Exhaust System

All off-engine piping, hangers, flanges, gaskets, bolts, insulation, other materials and labor to install.

Fuel System

All fuel piping and materials not limited to; supply, return, venting, valves, coolers, filters, pumps, fittings, primary fuel regulator, storage tank & senders, external to genset package. All fuel for testing and initial fill. Fuel tank vent extensions and flame arrestors unless specifically listed in the Bill of Materials.

Cooling System

Intake louvers, exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound attenuators/baffles. All off engine piping, flexible connections, labor and coolant for remote cooling systems.

Electrical

All off-engine wiring, field terminations of wiring, and lugs other than those detailed in our submittal.

Mounting

Mounting bolts and anchors. Vibration isolators (if included) may be shipped loose for installation at the jobsite by others. Seismic engineering calculations.

Electrical Testing

Not limited to InterNational Electrical Testing Association (NETA), infrared scanning, harmonic content or other independent agency testing of switchgear, switchboards, protective relays, circuit breaker, electrical coordination studies, arc flash studies and reactive load site testing.



Environmental Protection Agency (EPA), local air quality district or other Authority Having Jurisdiction (AHJ), including acoustical.

Programming

All protective relay settings, breaker settings, PLC programming or other user configurable device programming.

Documentation

Electronic submittals and operation and maintenance manuals will be provided. Printed copies are available upon request, additional charges may apply.

Miscellaneous

Site specific labeling. Exhaust backpressure, airflow restriction or vibration analysis

Design

Cummins is not responsible for system design or engineering and does not guarantee system performance standards. Cummins will supply documentation and reasonable assistance to others responsible for system engineering, design and performance.

Taxes and Permit

Any applicable sales tax, permits, fees, licenses.

Bonds

Any bid bond, payment or performance bond or other type of bond.

All items listed above are excluded and will only be supplied by Cummins if agreed upon, in writing, by a sales representative for Cummins.

CUMMINS STANDARD TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

Purchase Orders must be made out to 'Cummins Inc', reference the Cummins quotation number and must be acknowledged in writing by Cummins to be deemed accepted. Purchase Orders must include a requested delivery date.

These Terms and Conditions, together with the Quote, Sales Order and/or Credit Application are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Cummins and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.

QUOTE TERM, SCOPE

The Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

TRAINING, START UP SERVICES, INSTALLATION. Startup services, load bank testing and owner training are not provided, unless otherwise stated. Site startup will be subject to the open credit account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation



audit shall be corrected at the Customer's expense prior to the start-up being accomplished. Portable load banks for site test (if offered in the Quote) are equipped with 100 feet of cable. Additional lengths may be arranged at an extra cost. Startup services assume unencumbered access to the equipment. Restricted access may require additional pricing.

SHIPPING, DELIVERY

Equipment is quoted FOB origin, freight prepaid to first US destination or port, unless otherwise stated. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling and placement of Equipment and crane services are the responsibility of Customer and not included in proposal, unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned. Cummins may deliver in installments. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate.

DELAY IN DELIVERY, STORAGE CHARGES

If Buyer cannot accept delivery of the Equipment as scheduled or otherwise requests a delayed delivery, Buyer shall submit a revised delivery schedule to Cummins. Buyer agrees to sign a Storage Agreement for the revised delivery and agrees to pay a monthly storage fee of no less than 1.5% of the invoiced purchase price for every month or portion thereof during which the equipment is stored. Equipment may be subject to additional handling and delivery charges. Cummins will prepare a separate quote for such charges. Cummins agrees to hold the Equipment for a maximum of sixty (60) days following the original scheduled delivery. Payment of the invoice shall be due according to PAYMENT TERMS and based upon invoice date, not delivery date. Buyer is responsible for procuring insurance for the stored Equipment and will be required to provide a Certificate of Insurance naming 'Cummins Inc' as an additional insured. Buyer shall be responsible for all added freight or special equipment charges resulting from any delay in delivery, including, but not limited to, any applicable delivery cancellation fees and rescheduling fees.

PAYMENT TERMS, CREDIT, RETAINAGE

If Customer has approved credit, as determined by Cummins, payment terms are net thirty (30) days from the date of invoice unless otherwise agreed to in writing or specified in the Quote. If payment is not received when due, in addition to any rights Cummins has under the law and charges that Cummins may levy against Customer under statute (including attorney fees and costs of collection), Cummins may charge Customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Cummins prior to shipment.

TAXES, EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE, RISK OF LOSS

Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within fourteen (14) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN, SECURITY AGREEMENT

To secure payment, Customer grants Cummins a Purchase Money Security Interest (PMSI) in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1; provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at the Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.



CANCELLATION; CHARGES

If Customer cancels all or a portion of this Agreement after its release to Cummins, Customer may incur a cancellation charge, in addition to the actual, non-recoverable costs incurred by Cummins and in no case less than 25% of the order amount. Written cancellation notice is required

WARRANTY

New equipment purchased hereunder is accompanied by an express written manufacturer's warranty and is the only warranty offered on the Equipment. A copy of the express manufacturer's warranty is available. Cummins' obligations under this warranty are limited to repair or replacement, at Cummins' option, of any defective component. Installing the engine for any other purpose than for its intended application on the data plate may be a violation of federal law subject to civil penalty.

WARRANTY PROCEDURE

Prior to the expiration of the applicable warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. In no event shall Cummins be liable for failures resulting from improper repair by others; the use of parts not approved by Cummins; Customer or operator abuse or neglect, such as operation without adequate coolant, fuel or lubricants, over fueling, lack of maintenance of lubricants, fuels, cooling or intake systems; improper storage, starting, warm-up, running or show down practices. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and all business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES

Cummins expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness of a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Cummins. Some states do not allow limitation on warranties, so these limitations may not apply to you.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents or misuse; (g) lack of maintenance or unauthorized repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; overfueling; overspeeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify and hold harmless Cummins, its affiliates, subsidiaries, officers, directors, agents and employees for losses, costs, liabilities, damages and expenses, including reasonable attorney and expert fees relating to the Equipment and caused by Customer. Customer's indemnity obligations shall survive the expiration or termination of this Agreement. Customer shall present any claims covered by this indemnification to its insurance carrier unless Cummins directs that the defense will be coordinated by Cummins' legal counsel.

LIMITATIONS ON REMEDIES

THE MAXIMUM LIABILITY, IF ANY, OF CUMMINS FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, AGREEMENT DAMAGES AND DAMAGES FOR PROPERTY, WHETHER ARISING FROM CUMMINS' BREACH OF AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE EQUIPMENT PAID BY CUSTOMER UNDER THIS AGREEMENT WHICH SHALL BE THE SOLE REMEDY UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, PROPERTY DAMAGE, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, DAMAGE TO GOODWILL) HOWSOEVER CAUSED ARISING FROM THIS AGREEMENT OR THE BREACH OF THIS AGREEMENT, WHETHER IN INDEMNITY, TORT, CONTRACT, OR OTHERWISE. NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY CUMMINS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED UNDER THIS ENTIRE AGREEMENT.



FORCE MAJEURE

Cummins is not responsible for the occurrence of any unforeseen event, circumstance, or condition beyond its reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. If any such cause results in delayed performance, the date of performance shall be extended for a period equal to time lost and shall be Customer's exclusive remedy.

DEFAULT, REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to, any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise, to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by the Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under the Uniform Commercial Code, whether or not this Agreement is subject thereto; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS, RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full. Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer receives technical information, drawings or advice, Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that the Customer has relied solely on its own judgement in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees, and agents.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by Cummins in the course of the performance of this Agreement or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in this



Agreement. All rights not expressly granted to Customer under this Agreement are expressly reserved by Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement.

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

DIESEL EXHAUST EMISSIONS COMPLIANCE

Cummins generators are designed to comply with the current exhaust emissions standards of the U.S. Environmental Protection Agency (EPA), and the California Air Resources Board (CARB). However, some specific applications will require additional emissions control equipment. Also, each local air district has the option to impose more stringent requirements than those of the EPA or CARB, and they may require additional emissions control equipment. It is recommended that Buyer contact the local air management district to determine the permitting requirements for Buyer's specific application. Unless specifically listed in this Quotation's Bill of Materials, **NO ADDITIONAL EMISSIONS EQUIPMENT, EMISSIONS TESTING OR SOURCE TESTING IS INCLUDED IN THIS PROPOSAL.** Such items can be quoted separately upon request.

Note: The local Air Quality Management District (AQMD) may perform a Risk Screen Analysis (RSA) for all new generator installations. The RSA may determine the annual test/maintenance hours allowed.

LOCAL CODE REQUIRED FUEL STORAGE FEATURES

Increasingly, local fire code enforcement entities are requiring fuel storage system features, over and above that which is required by National Fire Protection Association (NFPA) or California Fire Code (CFC), such as fuel fill spill containment basins and automatic fuel fill shut-off solenoids. Other requirements may apply to your specific project. We recommend that you contact the fire enforcement entity, having jurisdiction over your project, to determine their specific requirements.

MISCELLANEOUS CHARGES

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents and authorizations and completing such formalities as may be required under such laws, rules and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept



full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

Rev 27-Feb-2018

Thank you for this opportunity to Quote Cummins Power Generation Products. Please call if we may answer any questions or be of further service.

Submitted by
Cummins Inc..

Jeff Thompson
Territory Manager
Direct Cell: 661-301-2958
Office Phone: 661-326-4002
Fax: 661-861-8719

Email: jeffery.e.thompson@cummins.com

Accepted by: _____

Print Name: _____

Firm Name: _____

Customer
P.O.: _____ **Date:** _____

Delivery Date Requested
by Purchaser _____

Note: If no delivery date is provided, Cummins Inc. will hold placing material orders until such date is provided. It is the responsibility of Purchaser to supply a request date that is within factory lead times.

Date: 1-29-18 Quote Number: AWA12314
 Name: Tony Marraccino **Quotation Expires: 2-28-18**
 Company: **Oceano Community Service District**
 Address: P.O. Box 599 Phone: 805-481-6730
 City: Oceano, CA 93445 Fax:
 Reference: **Fire Station & Sheriff Station**
Special pricing under NJPA program
EPA APPROVED, EMISSION CERTIFIED / TIER 3
NJPA Member I.D. number for
Caterpillar Contact Number 080613-CAT

1 Caterpillar Model D60-4LC Diesel Generator Set
UL LISTED GENERATOR PACKAGE
EPA APPROVED, EMISSIONS CERTIFIED TIER 3

Rating:
 Voltage: **60 kW standby**
 Amps: **277/480 volts, Three phase, 60 Hz**
 Includes: **90 full load amps, @ .8 pf**
 Engine:
 Heavy duty Caterpillar industrial diesel engine
 Governor: Model C4.4, 4 cylinder, in-line, 4.4 liter engine
 Electrical: Electronic
 12 vdc, energized to run shutdown solenoid
 Lead acid battery
 Cooling: Battery rack and cable
 Radiator and cooling fan, 125 deg F
 Filtration: Anti-freeze and corrosion inhibitor
 Dry air filters w/restriction indicator
 Fuel filters
 Exhaust: Full flow oil filters
 Residential silencer, shipped loose on open units
 Alternator: Installed inside enclosure on enclosed units
 Drip proof self excited, brushless, 12 lead reconnectable
 Class H insulation
 Automatic, fully sealed, voltage regulator
 Baseframe: +/- 1.5% regulation
 Fabricated steel base
 Lifting holes and anchor holes
 Coupling: Circuit breaker stub up area
 Mounts: Single bearing generator with flexible drive plate
 Guards: Anti-vibration mounting pads between engine and base frame
 Fan, fan drive, alternator pulley and belt guards
 Radiator stone guard

Fuel Sys: Exhaust manifold heat guard
Controls: Fuel supply and return lines terminated at base frame, NPT threads
Automatic start/stop control panel (**standard control panel EMCP 4.1**)
AC voltmeter, Ammeter, Frequency , tachometer
Hour meter
Coolant temperature gauge
Oil pressure gauge
Battery voltmeter
Off/On/Auto switch
Emergency stop button
Phase selector switch
Cycle crank timer
Shutdown: Common fault alarm contacts
Fail to start
High coolant temperature
Low oil pressure
Wiring: Overspeed
Circuit Brkr: AC and Dc wiring looms w/ multi pin connectors
Manuals: UL listed molded case circuit breaker mounted in NEMA 1 enclosure
(1) set Operation and Maintenance, wiring diagrams, trouble shooting
Tests: leaflets
Finish: Factory load test, control and device checks
Sheetmetal is degreased, phosphated and chromated
with a polyester powder finish. Engine and alternator are
cleaned and finished with a baked industrial high gloss
polyurethane paint

Additional Optional Generator Set Equipment Included In Sale Quotation:

Enclosure

Panel viewing window

Weather & sound attenuated enclosure (includes internal silencer system)

Color (white)

Circuit Breaker

Dual breakers 100 Amp

Shut trip

Auxiliary voltfree contacts

Generator

Permanent magnet

Anti - condensation heater

Miscellaneous Accessories

UL listing

IBC certification wind enclosure

NFPA 110 Upgrade

IBC certification

Control System (Upgrade control panel EMCP 4.2 with options)

Panel mounted alarm

Voltage adjustment potentiometer

Generator running relay

Relay ground fault

Volt free contacts generator run

Overload shutdown via breaker

Mounting Accessories

Seismic vibration isolators

Fuel System

UL listed Sub Base mounted fuel tank base (**48** hour capacity)
with fuel alarm (low level / leak detected)

5 gallon spill bucket

Overfill prevention

Vent pipe 12 foot

3" emergency vent 12 foot

Tank riser 2.5"

Cooling System

Coolant heater (high Eff.)
Low coolant level shutdown
Low coolant temperature alarm

Battery Charger

Battery Charger, 10 amp, UL listed

2 ASCO 300 Automatic Transfer Switch

Rating: **200 Amp**

Voltage: **120/240**

Poles: **Two Pole Solid Neural**

Enclosure: **Nema 3R**

Controls: **Microprocessor Controls**

Inphase Monitor to transfer motor loads to help prevent motor
inrush currents from exceeding normal start levels

7 day exercise clock

Selective load disconnect contacts

Utility sensing voltage

Emergency sensing voltage

Adjustable time delay, engine start

Adjustable time delay, transfer to emergency

Adjustable time delay, retransfer to normal

5 minute cool down timer

Optional Transfer Switch Items Included:

Deluxe programmable engine exerciser

Auxiliary contacts

Quinn Engine Systems Services Included:

Prep and assembly

Freight allowed to jobsite (City Of Oceano, CA)

Unloading (Stinger truck off load)

Startup inspection service & 2 hour load bank test (One Trip)

Items not included:

- Installation
- Exhaust treatment (If required)
- Fuel venting (If required)
- Additional Fuel containment) (If required)
- Building or air quality permits

Total (w/o tax)	Caterpillar List Price:	'\$39,526.00
.....	Non Caterpillar List Items:	'\$13,880.58
.....	Total Without Sales Tax:	'\$53,406.58

..... N.J.P.A. Total Price Without Sales Tax: '\$41,153.52

Lead Time: 12 to 14 weeks

PLEASE CALL FOR CURRENT LEAD TIMES AND STOCKING GENERATORS. Plus Tax

Warranty: **48 months platinum warranty (Generator set only)**

Optional:

Generator Set Extended Warranty:
Please call for rates.

Automatic Transfer Switch Extended Warranty:
Please call for rates.

IF YOU HAVE ANY QUESTIONS PLEASE DO NOT HESITATE TO CALL

**SINCERELY
ALLEN ABRAMOVITCH
SALES REPRESENTATIVE**



Quinn Power Systems
Allen Abramovitch
Sales Representative
Cell: 805-431-3180
Fax: 805-983-1643
Office: 805-485-2171 Ext. 8706
801 Del Norte Blvd. Oxnard, CA 93030
aabramovitch@quinnpower.com

TERMS

Quinn Engine Systems is an equipment supplier only.

The above prices do not include piping, wiring, installation, test fuel, insulation, unloading, relay and/or circuit breaker testing, relay and/or circuit breaker calibration, coordination studies or applicable sales taxes or other items not specifically mentioned above.

A sale would be for materials only with proof of performance on our part as specified at time of purchase and does not infer a subcontractual agreement for this specific sale.

Quinn Engine Systems limits the scope of supply for the quotation to the equipment and services listed in our bill of materials.

Unless specifically listed in our bill of materials, equipment not indicated is assumed to be supplied by others.

We have detailed the equipment proposed in the bill of material.

Please check it to be certain that it meets your requirements.

Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Quinn Engine Systems, unless accepted and confirmed in writing by an officer of Quinn Company.

There will be 25% cancellation fee for any orders canceled once placed and accepted by Quinn Engine Systems.

It is the responsibility of the customer and/or user to file for and secure all permits and licenses pertaining to Air Pollution Control District or its likes for the installation and operation for this equipment in its proposed location.

Warranty is for full parts and labor to replace or repair defective materials or correct workmanship problems.

Warranty does not provide for travel or mileage expenses to and from the unit's location in excess of 50 miles nor for the differential of regular and premium off hour rates.

This quotation is based on current manufacturer's prices.

Prices remain firm for a period of thirty (30) days from the date of this quotation.

All invoices will be dated the date of shipment unless purchaser requests shipment to be delayed in which case the invoice will be dated the date that the product(s) were originally ready for shipment.

Terms of payment are net cash on receipt of invoice.

Other terms are available subject to proper credit application and credit approval

All applicable taxes apply.

An exemption certificate must be furnished at the time of the sale if this material is exempt from sales or use tax.

Sales are subject to receipt of proper credit application and credit approval.



Construction Permit

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING

976 OSOS STREET ROOM 300 SAN LUIS OBISPO, CA 93408 (805) 781-5600/711-TTY/TRS

Property Owner: OCEANO FIRE PROTECTION DISTRICT

IVR No: 101612

Permit: Electrical Permit

Expires: 08/02/2019

Permit No: PMTC2018-00004

Project No: N/A

Applied: 02/22/2018

Issued: 08/07/2018

PROJECT DESCRIPTION

ESSENTIAL SERVICES REPLACEMENT GENERATOR 60 KW (REPLACING 300 KW), REPLACE EXISTING MANUAL TRANSFER SWITCHES WITH AUTO SWITCHES

Generator - >100 KW - High Value(ea)

1.00

PROJECT DETAILS

Project Address:

1687 FRONT ST

Community: Oceano

Assessor's Parcel Number: 062-271-026

Lot Size:

Height Allowed: 0.00'

Height Proposed: 0.00'

Soil Percolation:

Soil Expansive:

Inspection Area: Inspection Zone 4

Setbacks:

Front 0'

Left 0'

Rear 0'

Right 0'

Occupancy Class: U Utility/Misc Structures

Type of Construction: V-B

APPLICABLE CODES

County Building and Construction Ordinance - Title 19

County Coastal Zone Land Use Ordinance - Title 23

County Land Use Ordinance - Title 22

County Fire Code Ordinance - Title 16

2016 California Code of Regulations Title 24

PMTC2018-00004



Construction Permit

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING

976 OSOS STREET ROOM 300 SAN LUIS OBISPO, CA 93408 (805) 781-5600/711-TTY/TRS

CONTACTS

Agent

WILSON ENGINEERING
771 MERCED ST
PISMO BEACH, CA 93449
B: 805-748-6209

Primary Owner

OCEANO FIRE PROTECTION DISTRICT

SPECIAL REQUIREMENTS



Construction Permit

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING

976 OSOS STREET ROOM 300 SAN LUIS OBISPO, CA 93408 (805) 781-5600/711-TTY/TRS

STORMWATER NOTICE TO PROPERTY OWNERS

Construction activity resulting in a land disturbance of one acre or more, or less than one acre but part of a larger common plan of development, must obtain the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) and prepare a Stormwater Pollution Prevention Plan (SWPPP). Construction activity subject to this permit includes clearing, grading, and disturbances to the ground such as stockpiling or excavation.

The Construction General Permit for Stormwater requires property owners, to be responsible for managing stormwater runoff from your site during and after construction. To ensure that construction does not result in stormwater pollution, the owner and their representative in charge of construction are required to utilize Best Management Practices to minimize or eliminate pollutants in stormwater discharge. Construction Best Management Practices are structural controls and practices that primarily emphasize pollution prevention and erosion and sediment control.

This is brought to your attention to ensure that you are aware of the need to implement Best Management Practices for the duration of your construction project and in accordance with post-construction stormwater requirements. Failure to do so may result in the suspension of building permits, a stop-work order, or enforcement action by County Code Enforcement or the Regional Water Quality Control Board.

For additional information on the construction General Permit for Stormwater, please review the Frequently Asked Questions:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml

You may also contact the following County or Regional Water Quality Control Board Staff:

County: Ann Gillespie (805) 781-5602 or agillespie@co.slo.ca.us

County: Elizabeth Szwabowski (805) 781-5725 or eszwabowski@co.slo.ca.us

Water Board: David Innis (805) 549-3150 or david.innis@waterboards.ca.gov



Construction Permit

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING

976 OSOS STREET ROOM 300 SAN LUIS OBISPO, CA 93408 (805) 781-5600/711-TTY/TRS

LEGAL DECLARATIONS

APPLICANT IS (check one) _____ OWNER _____ CONTRACTOR

OWNER-BUILDER DECLARATION (if applicant is owner of the property or owner's authorized agent, he/she must certify one of the following statements to be true):

_____ I, as owner of the property, or my employees with wages as their sole compensation, will do the work and the structure _____ is not offered nor intended for sale.

_____ I, as owner of the property, am exclusively contracting with licensed contractors to construct this project.

WORKER COMPENSATION DECLARATION (every applicant owner must certify one of the following statements to be true):

_____ I hereby affirm that I have a current certificate of consent to insure or a certificate of workers compensation insurance and that I will maintain this certificate until completion of this project.

_____ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

_____ OWNER ACKNOWLEDGES SPECIAL REQUIREMENTS.

NOTICE TO APPLICANT: If, after making any of the foregoing declarations, you become subject to any Labor Code or License Law provision, you must comply with such provisions or this permit shall be deemed revoked.

APPLICANT AGREEMENT: I certify that I have read this permit form and state that the information on it and on the permit application is correct. I agree to comply with all County ordinances and state laws relating to building construction and with all special requirements identified on the permit, and I hereby authorize representatives of the County to enter upon the above-mentioned property for inspection purposes. Every permit issued shall become invalid as follows:

- 1) Permits for buildings with a floor area of 1000 square feet or greater shall remain valid for a time period of three years from the date of issuance.
- 2) Permits for buildings with a floor area of less than 1,000 square feet or for other miscellaneous work shall remain valid for a time period of one year from date of issuance.
- 3) Permits for work that was started and/or completed prior to issuance of the permit (also known as "as-built") shall be valid for a time period of 180 days from the date of issuance.

In order to receive this permit you may have paid Public Utility Fees, Road Fees, and/or Air Quality Mitigation Fees in the amounts shown on your Statement of Fees and Project Hold Conditions. Pursuant to the Mitigation Fee Act (California Government Code Section 6600 et seq.), the issuance of this permit begins a 90-day period for protesting such fees.

Signed: _____ Date: _____

Print Name: _____

Person signing here is:

_____ Actual Applicant

_____ Authorized Employee/Partner Applicant

_____ Authorized Agent per Consent of Landowner Form

***** PLEASE CALL USA 1-800-227-2600 UNDERGROUND SERVICE ALERT BEFORE DIGGING *****



Construction Permit

COUNTY OF SAN LUIS OBISPO DEPARTMENT OF PLANNING & BUILDING

976 OSOS STREET ROOM 300 SAN LUIS OBISPO, CA 93408 (805) 781-5600/711-TTY/TRS

Simplified Recycling Plan Excerpt from the Construction Permit Application

WASTE MANAGEMENT

You need to review the Requirements for Managing Project Waste information on the back of this form and then check the box that fits your project. You must check one of the boxes prior to permit issuance. Note: IWMA Integrated Waste Management Authority.

Are you planning to:

A) use an IWMA-certified construction and demolition waste recycling facility? or

B) use other recycling and disposal facilities?

If B) is checked, you must fill out Sections 1 & 2 of a Detailed Recycling Plan form and have it approved prior to the permit being issued. For a copy of the Detailed Recycling Plan form, refer to our website at <http://www.sloplanning.org> or contact Building Division at (805) 781-5628.

LEGAL DECLARATION

I, the owner of record of this property, or authorized agent, have accurately completed this form and declare that all statements herein are true. I acknowledge the responsibility for recycling my project's waste and the penalty for non-compliance. I agree to comply with the requirements of the State Green Code and SLO County's Green Ordinance.

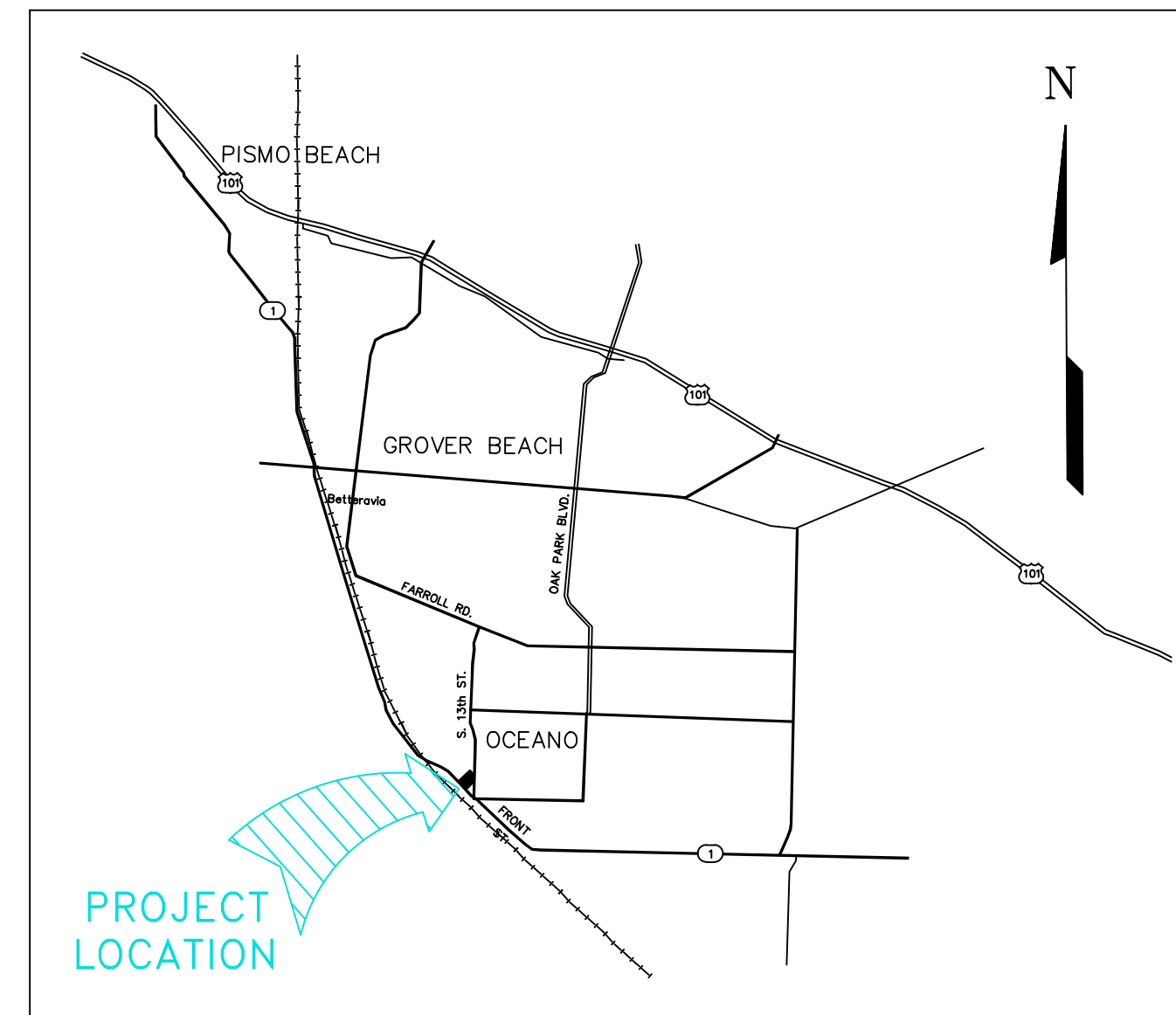
Property Owner/Agent: _____ Date: _____

Seven days prior to Final Inspection you must submit receipts from all of the recycling and landfill facilities that received waste from your project. Final Inspection approval will be delayed until the receipts are submitted and approved. Anticipate when you will need Final Inspection approval.

OCEANO COMMUNITY SERVICES DISTRICT REPLACEMENT STANDBY GENERATOR

OCEANO, CA
APN: 062-271-026

SHEET INDEX			
SHEET NO.	REV	DRAWING NO.	DESCRIPTION
1	1	E-171001-01	TITLE SHEET
2	1	E-171001-02	NOTES SHEET
3	1	E-171001-03	SITE PLAN
4	1	E-171001-04	SINGLE LINE DIAGRAM
5	1	E-171001-05	ELEVATION PLAN
S-1	0	N.A.	STRUCTURAL NOTES
S-2	0	N.A.	FOUNDATION AND ANCHOR PLAN



VICINITY MAP
SAN LUIS OBISPO COUNTY, CA.
SCALE : NONE

SITE LOCATION:

1687 FRONT STREET
OCEANO, CA 93445

OWNER:

OCEANO COMMUNITY SERVICES DISTRICT
ATTN: PAAVO OGREN
1655 FRONT STREET
OCEANO, CA 93445
TEL: (805) 481-6730

ENGINEER OF RECORD:

WILSON ENGINEERING
GARY D. WILSON, P.E.
771 MERCED ST.
PISMO BEACH, CA 93449
TEL. (805) 748-6209
GaryW@wilsonengineering.net

PROJECT DESCRIPTION:

REPLACE EXISTING EMERGENCY STANBY GENERATOR WITH A NEW EMERGENCY STANDBY GENERATOR ON A NEW CONCRETE PAD. INSTALL NEW CONDUCTORS IN EXISTING CONDUIT FROM THE NEW STANBY GENERATOR TO TWO LOCATIONS: THE SHERIFF SUBSTATION AND THE COMBINED OCEANO COMMUNITY SERVICES DISTRICT FIRE STATION AND OFFICE. INSTALL TWO NEW AUTOMATIC TRANSFER SWITCHES, ONE AT THE SHERIFF SUBSTATION AND ONE AT THE COMBINED OCEANO COMMUNITY SERVICES DISTRICT FIRE STATION AND OFFICE.

GENERATOR DESCRIPTION:

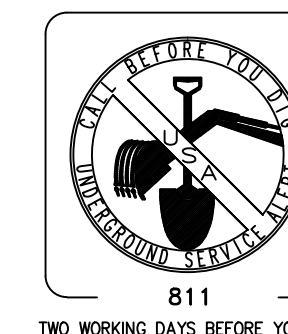
THE GENERATOR SHALL BE A CUMMINS C60 D6C DIESEL GENSET, 60 HZ, 60 kW- STANDBY RATING. THE GENERATOR SET SHALL INCLUDE A DOUBLE-WALLED FUEL TANK SUB BASE WITH AUTOMATIC LEAK DETECTION, CUMMINS MODEL A053L911, 48 HR MINIMUM. THE GENERATOR SET SHALL HAVE IBC SEISMIC CERTIFICATION AND THE ENGINE SHALL BE APPROVED BY THE SAN LUIS OBISPO AIR POLLUTION CONTROL DISTRICT. THE GENERATOR SET SHALL INCLUDE A CUMMINS F217-2 SOUND ATTENUATION LEVEL 2 CONFIGURATION.

SPECIAL INSPECTORS:

ELECTRICAL AND CIVIL:
GARY WILSON, P.E.
WILSON ENGINEERING
771 MERCED STREET
PISMO BEACH, CA 93449
(805) 748-6209
GaryW@wilsonengineering.net
CALIFORNIA P.E. LICENSES: ELECTRICAL E-19856
CIVIL C-70607

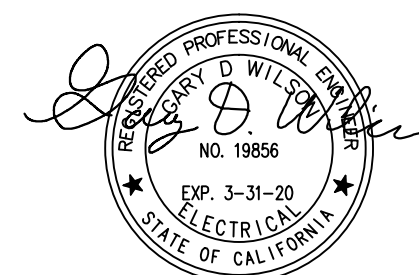
GEOTECHNICAL:

KYLE MARTINEZ, P.E.
EARTH SYSTEMS
4378 OLD SANTA FE ROAD
SAN LUIS OBISPO, CA 93401
(805) 544-3276
kmartinez@earthsystems.com
CALIFORNIA P.E. LICENSES: CIVIL C-80666



NOTES:

CODE COMPLIANCE: ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH THE 2016 CALIFORNIA ELECTRIC CODE.



WILSON ENGINEERING

E 19856 C 70607

Gary D. Wilson, P.E.
gmwilson888@sbcglobal.net

771 Merced St.
Pismo Beach, CA 93449

(805) 748-6209



REV.	DATE	REVISION	REV. BY	CHK. BY
A	1/10/18	ISSUED FOR REVIEW	GW	
O	2/16/18	ISSUED FOR SUBMITTAL FOR PERMIT	GW	
Δ	5/7/18	CORRECTIONS FOR PLAN CHECK COMMENTS DATED 3/16/2018	GW	

OCEANO COMMUNITY SERVICES DISTRICT
NEW EMERGENCY GENERATOR
TITLE SHEET
1655 FRONT ST., OCEANO, CA 9345

DRAWING NO. E-171001-01	DRAWN BY: GW CHECKED BY: GW	FACILITY: OFFICE	REV. 1
PROJECT NUMBER 171001	SCALE: AS SHOWN DATE: 1/3/2018	SHEET 1 OF 5	

GENERAL NOTES

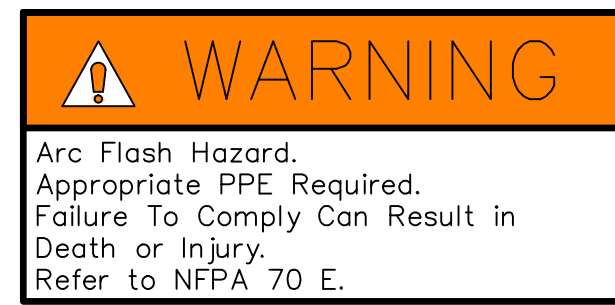
- ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH CODES, STANDARDS, AND ORDINANCES AS SET FORTH BY THE AUTHORITIES HAVING JURISDICTION AND THEIR LATEST ADOPTED EDITIONS (IN EFFECT AT TIME OF BUILDING PERMIT APPLICATION) OF THE FOLLOWING PUBLICATIONS:
 - CALIFORNIA CODE OF REGULATIONS TITLE 24: INCLUDES NATIONAL ELECTRICAL CODE AND INTERNATIONAL FIRE CODE, INTERNATIONAL BUILDING CODE, ETC. WITH CALIFORNIA AND OTHER LOCAL AMENDMENTS AS APPLICABLE.
 - AMERICANS WITH DISABILITIES ACT (ADA).
- THE ELECTRICAL CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL EQUIPMENT IN A SAFE AND RESPONSIBLE MANNER. KEEP DEAD FRONT EQUIPMENT IN PLACE WHILE EQUIPMENT IS ENERGIZED. CONDUCT ALL CONSTRUCTION OPERATIONS IN A SAFE MANNER FOR EMPLOYEES AS WELL AS OTHER WORKPERSONS OR ANYONE VISITING THE JOB SITE. PROVIDE BARRIERS, FLAGS, TAPE, ETC. AS REQUIRED FOR SAFETY. THE CONTRACTOR SHALL HOLD ALL PARTIES HARMLESS OF NEGLIGENT SAFETY PRACTICES, WHICH MAY CAUSE INJURY TO OTHERS ON OR NEAR THE JOB SITE.
- FIRE RATED ASSEMBLIES SHALL MAINTAIN RATINGS AS SPECIFIED IN THE CALIFORNIA BUILDING CODE CHAPTER 7. CONTRACTOR SHALL PROVIDE AND INSTALL PHYSICAL ENCLOSURE AROUND FIXTURES, PANELS, ETC. AS REQUIRED. ALL ASSEMBLIES TO BE PENETRATED SHALL BE INSTALLED WITH APPLICABLE THROUGH-PENETRATION FIRESTOP SYSTEM AS DETERMINED BY UL CLASSIFICATION. BEFORE CONSTRUCTION, VERIFY AND COMPLY WITH REQUIREMENTS OF LOCAL AUTHORITY HAVING JURISDICTION.
- BEFORE ROUGH-IN, VERIFY ALL MOUNTING HEIGHTS AND EXACT LOCATIONS FOR ALL EQUIPMENT, ELECTRICAL CONNECTIONS, STUB-UPS, RECEPTACLES, ETC. WITH OWNER.
- LABEL PANELS, CABINETS, BACKBOARDS, MAIN DEVICES, SAFETY SWITCHES, CONTACTORS AND OTHER SPECIFICALLY DESIGNATED EQUIPMENT SHOWN ON PLANS. USE ENGRAVED LAMINATED PLASTIC NAMEPLATES ATTACHED BY SCREWS OR RIVETS. FOR FEEDERS, NEATLY AND INDELEBLY LABEL CONDUIT DESTINATIONS ON BOTH VISIBLE ENDS OF CONDUIT RUNS WHERE CONDUITS TERMINATE AT DESIGNATED ENCLOSURES, STRUCTURES OR EQUIPMENT (INCLUDING PULL AND SPLICE BOXES).
- ALL MECHANICAL AND ELECTRICAL EQUIPMENT SHALL BE ANCHORED OR BRACED TO MEET THE HORIZONTAL AND VERTICAL FORCES PRESCRIBED IN THE 2007 CBC, SECTION 1614A.1.3 AND ASCE 7-05 SECTIONS 13.3, 13.4 AND 13.6.
- ANY DEMOLITION WORK SHOWN WAS PREPARED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER DOES NOT REPRESENT THAT ALL ITEMS WHICH REQUIRE DEMOLITION HAVE BEEN SHOWN.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CAREFULLY EXAMINE THE SITE AND THE CONTRACT DOCUMENTS AND TO PERFORM ALL DEMOLITION AND RECONSTRUCTION WHICH MAY BE REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK.
- INFORMATION FOR EXISTING CONDITIONS WAS PRIMARILY GAINED FROM DRAWINGS BY OTHERS AND/OR LIMITED FIELD INVESTIGATION. BEFORE BID, VISIT SITE TO VERIFY EXISTING CONDITIONS AND MAKE ALLOWANCE FOR VARIATIONS FROM THAT SHOWN.
- CLOSELY COORDINATE OUTAGE AND FACILITY DISRUPTION TIME WITH THE OWNER. MINIMUM 72-HOUR NOTICE IS REQUIRED BEFORE ANY CIRCUIT SHUTDOWN OR DISRUPTION OF FACILITY PERSONNEL FUNCTIONING.

EXISTING CONDITIONS NOTES

- ANY INFORMATION SHOWN ON THE PLANS FOR EXISTING CONDITIONS WAS PRIMARILY GAINED FROM "AS BUILT" DRAWINGS AND/OR LIMITED FIELD INVESTIGATION. BEFORE CONSTRUCTION, THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND MAKE ALLOWANCE FOR VARIATIONS FROM THAT SHOWN. CONTRACTOR SHALL ALSO FIELD VERIFY AND TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT ALL UNDERGROUND LINES, WIRING AND STRUCTURES REGARDLESS IF SHOWN OR NOT ON THE DRAWINGS.
- PRIOR TO CONSTRUCTION, CONTRACTOR SHALL POHOLE AND VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF THE DISCOVERY OF ANY UTILITY OR ANY UNDERGROUND LINES, WIRING AND STRUCTURES THAT WAS OMITTED FROM THE PLANS, INCORRECTLY SHOWN OR NOT PROPERLY MARKED. IF THE UTILITY DOES NOT PROVIDE LOCATION INFORMATION OR MARKING SERVICES IN THE FIELD, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
- OVERHEAD UTILITIES ARE NOT SHOWN IN ALL INSTANCES. CONTRACTOR SHALL USE DUE CARE WHEN WORKING NEAR OR UNDER SAID UTILITIES AND SHALL PROTECT THEM IN PLACE.
- THE CONTRACTOR SHALL NOT INTERRUPT THE SERVICE FUNCTION OF ANY UTILITY OR FIELD PRODUCTION EQUIPMENT, DISTURB THE SUPPORT BASE, OR MODIFY ANY FACILITY WITHOUT AUTHORITY FROM THE UTILITY OWNER AND/OR POEC MANAGEMENT.
- EXISTING PIPELINES/UTILITIES THAT CROSS NEW SYSTEM PIPING OR SIMILAR EXCAVATIONS REQUIRED TO CONSTRUCT THE PIPING, SHALL BE PROTECTED IN PLACE, UNLESS OTHERWISE NOTED. ALL EXISTING PIPELINES/UTILITIES SHALL BE SUPPORTED ACROSS THE EXCAVATION DURING CONSTRUCTION.
- THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY OWNER AND OCEANO COMMUNITY SERVICES DISTRICT MANAGEMENT IF ANY UTILITY OR UNDERGROUND LINES, WIRING AND STRUCTURES IS DISTURBED OR DAMAGED DURING THE COURSE OF THE WORK. THE CONTRACTOR SHALL BEAR THE COSTS OF REPAIR OR REPLACEMENT OF ANY MARKED UTILITY WHERE DAMAGE WAS CAUSED BY THE CONTRACTOR'S ACTIVITIES.

GROUNDING NOTES

- ALL DIRECT BURIAL GROUNDING CONDUCTORS SHALL BE INSTALLED A MINIMUM 30 INCHES BELOW FINISHED GRADE UNLESS OTHERWISE NOTED.
- EQUIPMENT GROUND CONDUCTOR SHALL BE MN. #6 COPPER AND TAP TO EQUIPMENT SHALL BE MN. #6 COPPER OR AS SHOWN.
- UNDERGROUND CONNECTION SHALL BE "CADWELD", BURNDY HYPRESS OR APPROVED EQUAL.
- FRAMES OF ALL MOTORS SHALL BE BONDED TO THE GROUND GRID.
- ABOVE-GROUND GROUND WIRE TO BE PROTECTED FROM MECHANICAL DAMAGE.
- A SUPPLEMENTAL ELECTRODE SHALL BE REQUIRED NOT LESS THAN 6 FT. APART UNLESS A SINGLE ROD, PIPE, OR PLATE GROUNDING ELECTRODE HAS A RESISTANCE TO EARTH OF 25 OHMS OR LESS. A MEASURE OF RESISTANCE IS REQUIRED TO DETERMINE GROUND RESISTANCE FOR SINGLE ELECTRODE INSTALLATIONS TO VERIFY A RESISTANCE TO EARTH OF 25 OHMS OR LESS.
- ALL MEASURE OF RESISTANCE SHALL BE DOCUMENTED IN A WRITTEN REPORT AND SIGNED AND STAMPED BY A REGISTERED ELECTRICAL ENGINEER AND BE AVAILABLE FOR THE INSPECTOR AT THE TIME OF INSPECTION.



NOTE: IN ACCORDANCE WITH CEC 110.16, PROVIDE ARC FLASH PROTECTION WARNING LABELS ON ELECTRICAL EQUIPMENT SUCH AS SWITCHBOARDS, PANELBOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS THAT ARE LIKELY TO REQUIRE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE WHILE ENERGIZED. THE MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE OF EQUIPMENT.

ARC FLASH SIGNAGE
NTS

SHORT CIRCUIT CURRENT

THE SHORT CIRCUIT CURRENT AVAILABLE FROM A TYPICAL 75 KVA, 480V GENERATOR IS:
 $I_{sc} = FLA/X$ (FULL LOAD AMP/0.16)
 $FLA = (KVA*1000)/480V = 75,000/480 = 156A$
 THEREFORE, $I_{sc} = 156/0.16 = 976$ AMPS.

LOAD ANALYSIS

METER DATA PROVIDED BY PG&E FOR THE FIRE STATION AND SHERIFF SUBSTATIONS SHOWS A PEAK KW DEMAND OVER THE PAST 18 MONTHS AS FOLLOWS:
 FIRE STATION 11 KW (NOVEMBER 2016)
 SHERIFF SUBSTATION 20 KW (NOVEMBER 2016 AND SEPTEMBER 2017)
 PER CEC 220.87, THE FEEDER LOAD IS 125% OF THE MAXIMUM DEMAND (ASSUME 0.8 POWER FACTOR):
 FIRE STATION $((11 KW*1000)/(480V*0.8PF))*1.25 = 35.8A$
 SHERIFF SUBSTATION $((20 KW*1000)/(480V*0.8PF))*1.25 = 65.1A$

VOLTAGE DROP CALCULATION

THE VOLTAGE DROP FOR THE FEEDER FROM THE GENERATOR TO THE FIRE STATION IS CALCULATED BASED ON A DISTANCE OF 350 FT. FOR #2 COPPER CONDUCTORS, SINGLE PHASE, 480V, WITH A CURRENT OF 35.8 AMPS:
 VOLTAGE DROP: 3.92V
 VOLTAGE DROP PERCENT: 0.82%

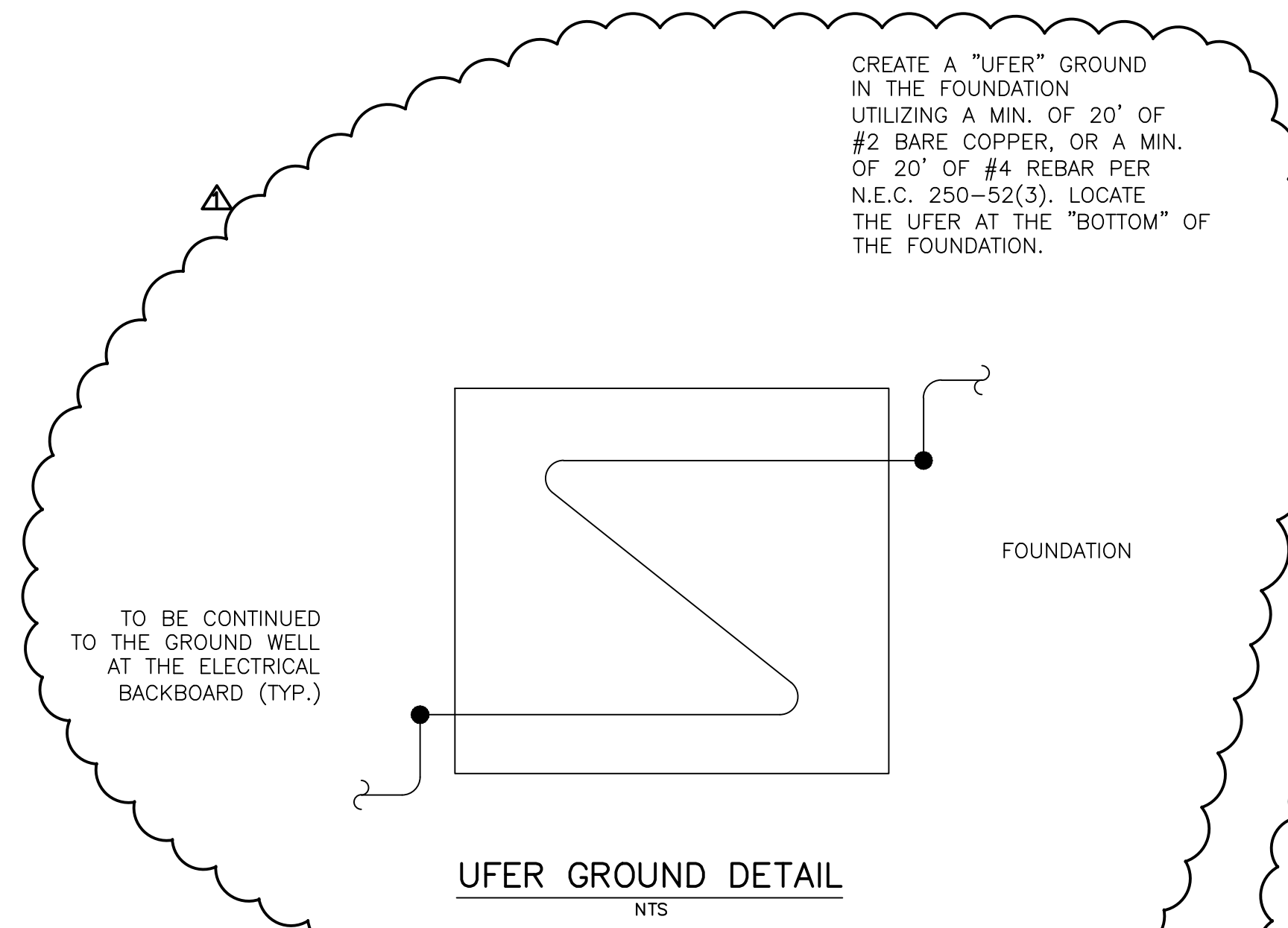
THE VOLTAGE DROP FOR THE FEEDER FROM THE GENERATOR TO THE SHERIFF SUBSTATION IS CALCULATED BASED ON A DISTANCE OF 175 FT. FOR #2 COPPER CONDUCTORS, SINGLE PHASE, 480V, WITH A CURRENT OF 65.1 AMPS:
 VOLTAGE DROP: 3.56V
 VOLTAGE DROP PERCENT: 0.74%

CONCRETE WASTE MANAGEMENT WM-8

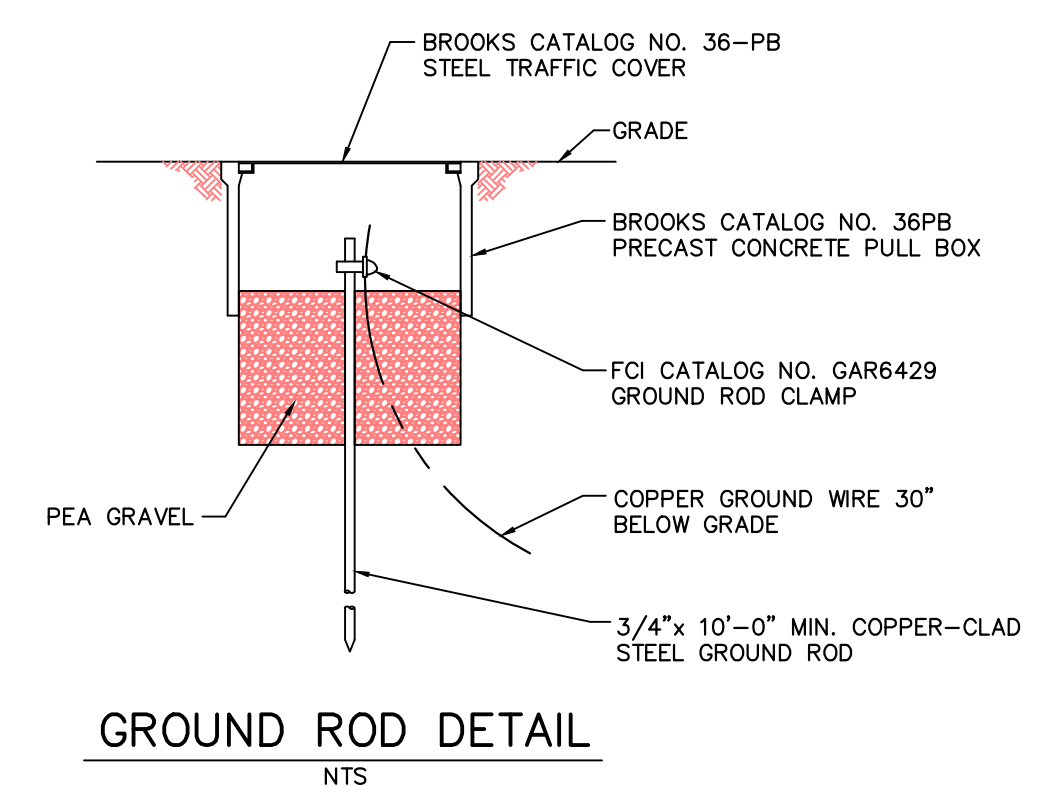
A CONCRETE WASHOUT BASIN SHALL BE CONSTRUCTED PER THE CALIFORNIA STORMWATER BMP HANDBOOK SECTION WM-8 PUBLISHED ON JULY 2012 BY THE CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA).

THE WASHOUT SITE SHALL BE AT LEAST 50 FT. AWAY FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES. DO NOT ALLOW RUNOFF FROM THIS AREA BY CONSTRUCTION A TEMPORARY PIT OR BERMED AREA LARGE ENOUGH FOR THE LIQUID AND SOLID WASTE. REFER TO PAGE 6 OF THE PUBLICATION FOR BASIN CONSTRUCTION DETAILS.

USE 10 MIL PLASTIC FOR THE LINING OF THE TEMPORARY BASIN AND INSTALL A CONCRETE WASHOUT SIGN WITHIN 30 FT. OF THE BASIN.

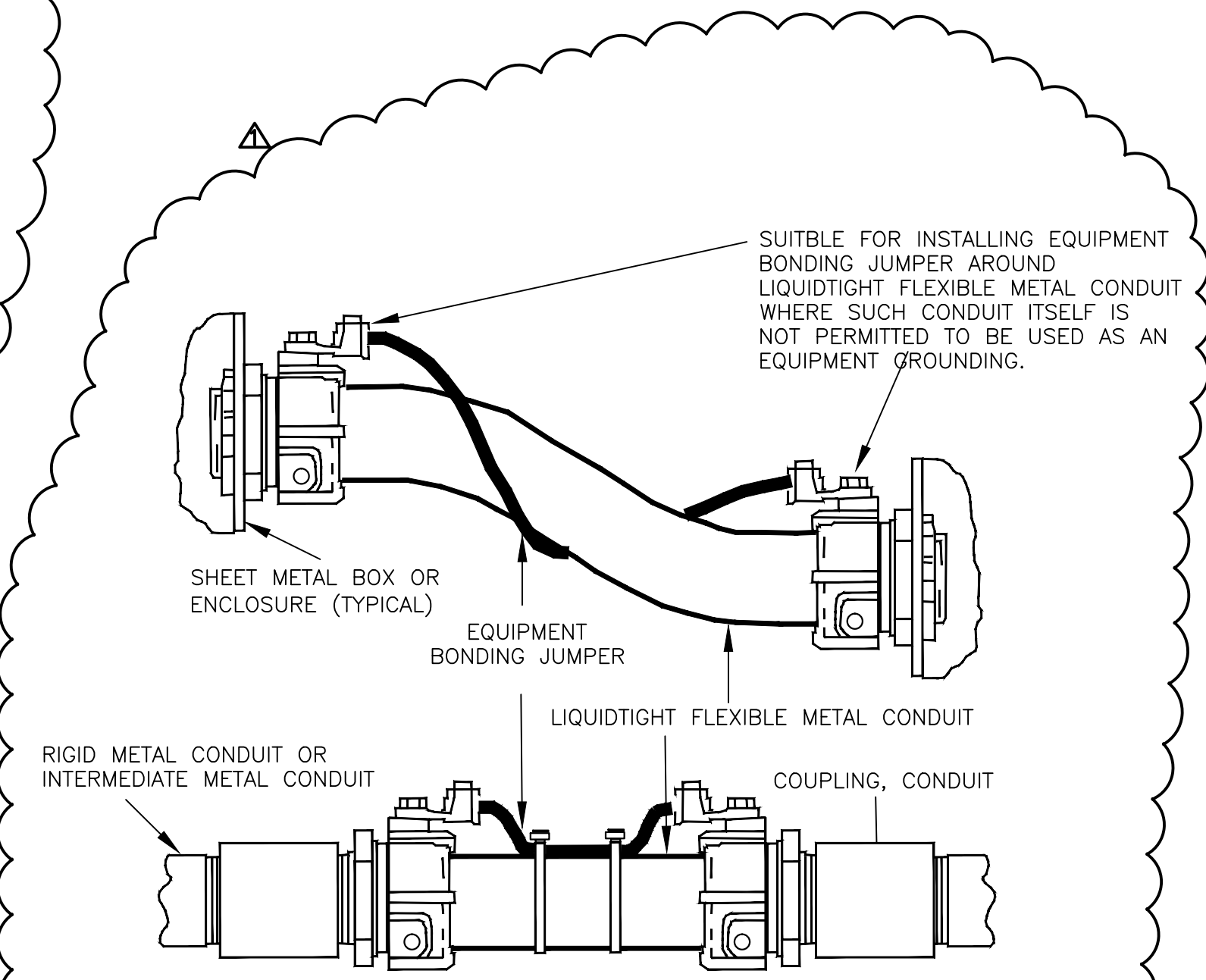


UFER GROUND DETAIL
NTS



GROUND ROD DETAIL
NTS

NOTES SHEET



NOTES:

- WHERE SPECIFICATIONS REQUIRE INSTALLATION OF AN EXTERNAL BONDING JUMPER AROUND LIQUIDTIGHT METAL CONDUIT, TERMINATING FITTINGS INSTALLED SHALL BE LISTED AS EXTERNAL BONDING LIQUIDTIGHT METAL CONDUIT CONNECTORS. EXAMPLE: THOMAS & BETTS SERIES 5331GR, 5341GR, 5351GR OR 5271GR.
- GROUNDING LIQUIDTIGHT FLEXIBLE METAL CONDUIT FITTINGS INSTALLED SHALL BE OF RUGGED CONSTRUCTION WITH THE CAPABILITY FOR MOUNTING THE EQUIPMENT BONDING JUMPER IN SEVERAL POSITIONS. MECHANICAL OR COMPRESSION TYPE LUGS SHALL BE USED TO INSTALL BONDING JUMPER.
- EQUIPMENT BONDING JUMPER SHALL BE ROUTED WITH RACEWAY AND WHERE NECESSARY HELD IN PLACE BY CABLE TIES.

BONDING LIQUITIGHT FLEXIBLE METAL CONDUIT DETAIL
NTS

RACEWAY AND EQUIPMENT GROUND FROM NEC TABLE 250.122

RATING OR SETTING OF OVERCURRENT PROTECTIVE DEVICE	MINIMUM EQUIPMENT GROUND SIZE COPPER
15	14
20	12
30	10
40	10
60	10
100	8
200	6
300	4
400	3
500	2
600	1
800	1/0

ALLOWABLE AMPACITY 0-2000V FROM NEC TABLE 310.16

CONDUCTOR SIZE	COPPER THHW/THHN, 60°C	COPPER THHW/THHN, 75°C
14	20	20
12	25	25
10	30	35
8	40	50
6	55	65
4	70	85
3	85	100
2	95	115
1	110	130
1/0	125	150
2/0	175	175
3/0	200	200
4/0	230	230
250	255	255
300	285	285
350	310	310
400	335	335
500	380	380

NOTE: PER NEC 240.3 (B); THE NEXT HIGHER STANDARD OVERCURRENT DEVICE RATING (ABOVE THE AMPACITY OF THE CONDUCTORS BEING PROTECTED) SHALL BE PERMITTED, PROVIDED ALL OF CONDITIONS (1), (2) AND (3) OF THIS ARTICLE HAVE BEEN MET.

NOTES:



WILSON ENGINEERING

E 19856 C 70607
 Gary D. Wilson, P.E.
 gmwilson888@scgobol.net

771 Merced St. (805) 748-6209
 Pismo Beach, CA 93449

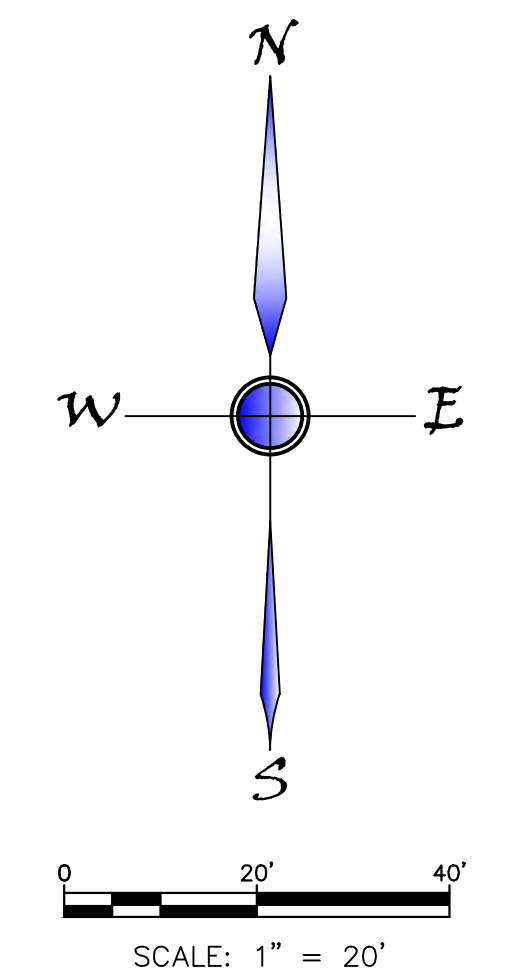
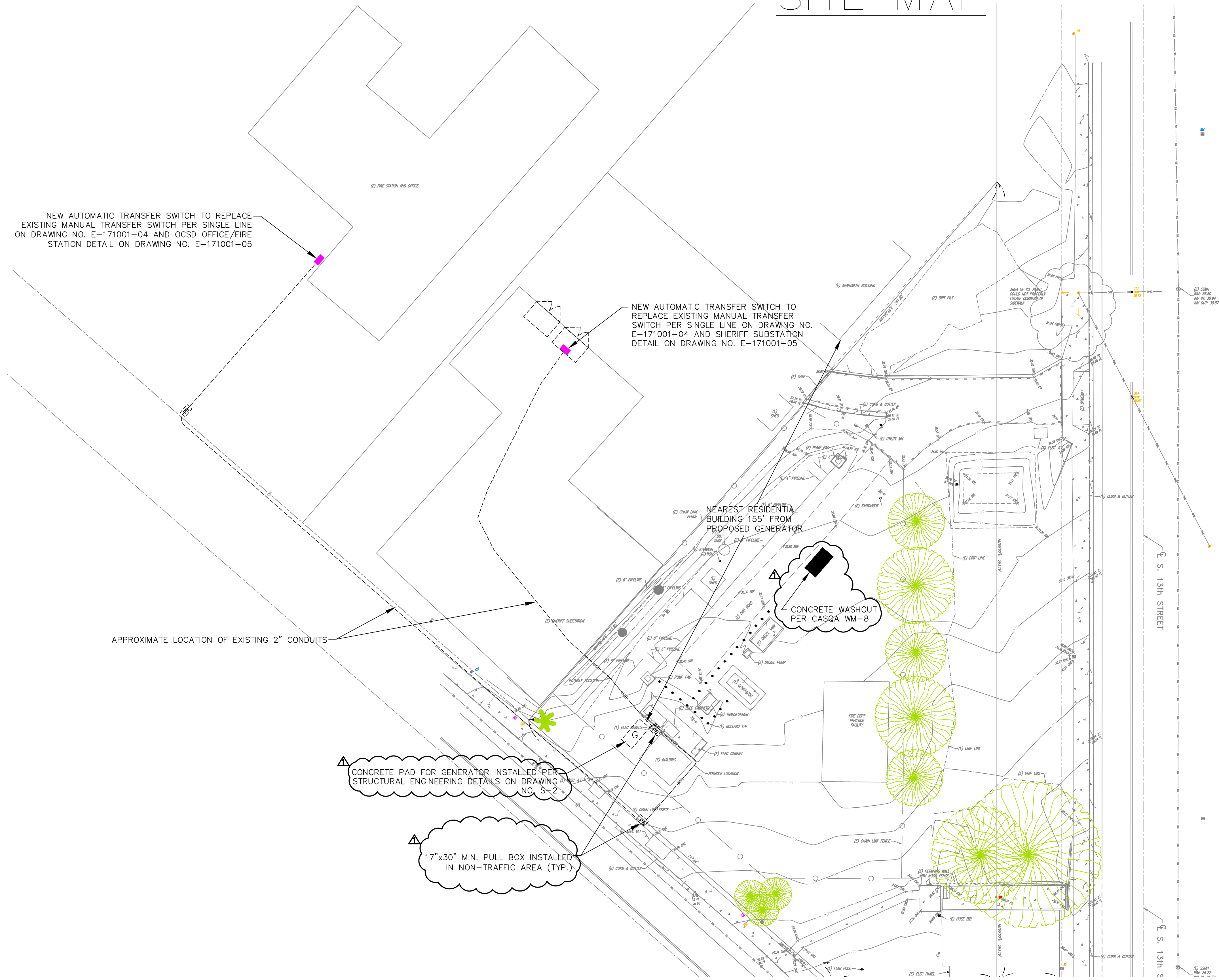


REV.	DATE	REVISION	REV. BY	CHK. BY
A	1/10/18	ISSUED FOR REVIEW	GW	
0	2/16/18	ISSUED FOR SUBMITTAL FOR PERMIT	GW	
Δ	5/7/18	CORRECTIONS FOR PLAN CHECK COMMENTS DATED 3/16/2018	GW	

OCEANO COMMUNITY SERVICES DISTRICT
 NEW EMERGENCY GENERATOR
 NOTES SHEET
 1655 FRONT ST., OCEANO, CA 9345

DRAWING NO. E-171001-02	DRAWN BY: GW CHECKED BY: GW SCALE: AS SHOWN	FACILITY: OFFICE	REV. 1
PROJECT NUMBER 171001	DATE 1/3/2018	SHEET 2	OF 5

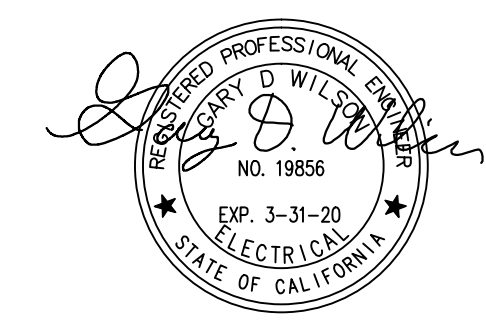
SITE MAP



LEGEND

- EXISTING 480V UNDERGROUND CONDUIT
- PROPOSED AUTOMATIC TRANSFER SWITCH
- PROPOSED CONCRETE PAD FOR GENERATOR
- PROPOSED PULL BOX, 17"x30" MIN.

NOTES: TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CONTRACTOR TO VERIFY LOCATION AND DISTANCES.



WILSON ENGINEERING
E 19856 C 70607

Gary D. Wilson, P.E.
gmwilson888@sbcbglobal.net (805) 748-6209

771 Merced St.
Pismo Beach, CA 93449

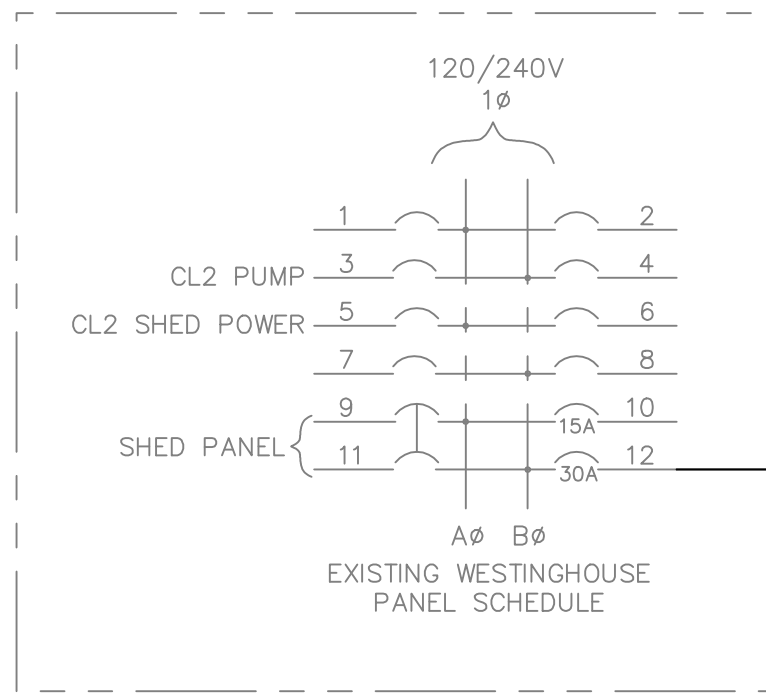


REV.	DATE	REVISION	REV. BY	CHK. BY
A	1/10/18	ISSUED FOR REVIEW	GW	
0	2/16/18	ISSUED FOR SUBMITTAL FOR PERMIT	GW	
Δ	5/7/18	CORRECTIONS FOR PLAN CHECK COMMENTS DATED 3/16/2018	GW	

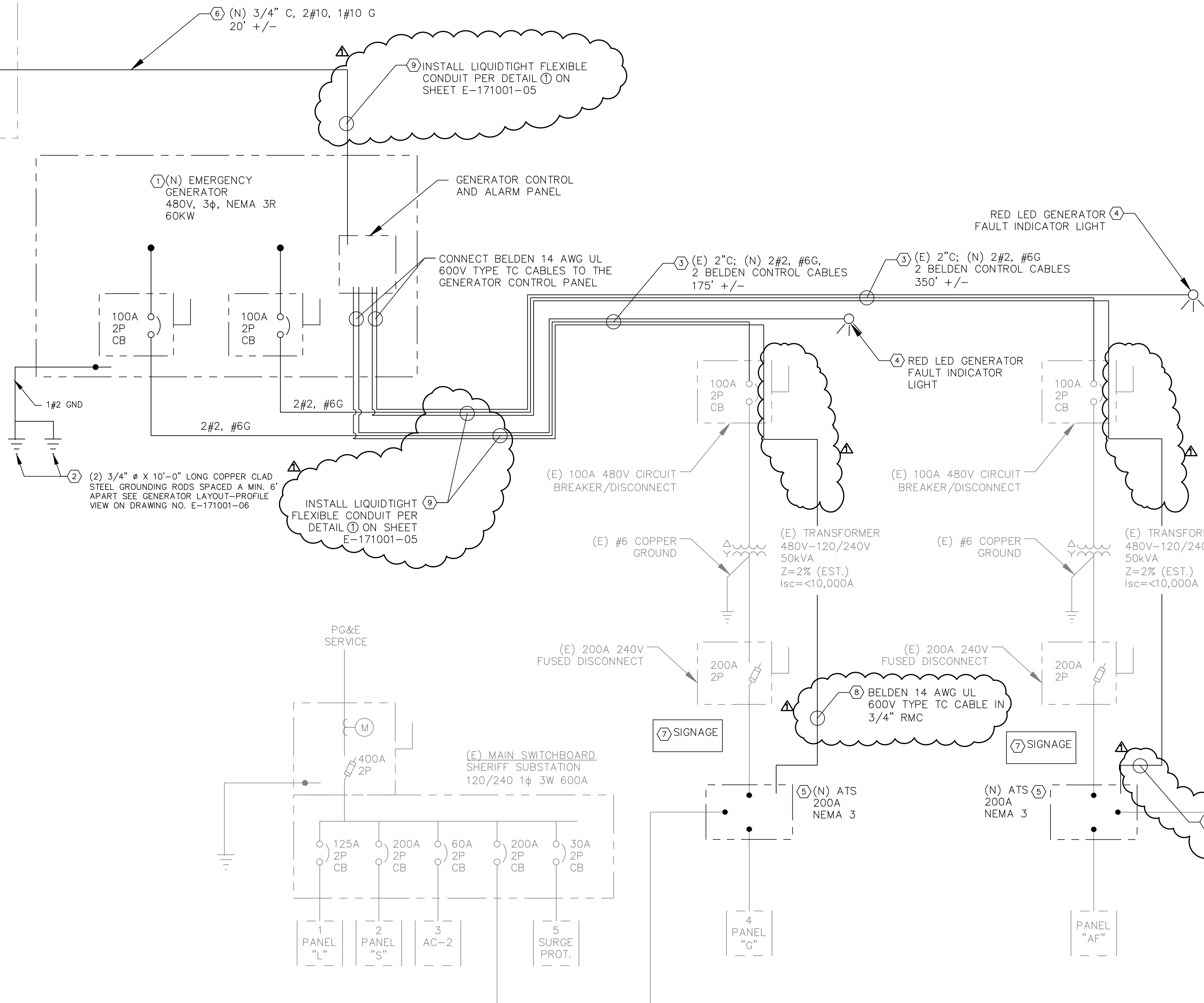
OCEANO COMMUNITY SERVICES DISTRICT
NEW EMERGENCY GENERATOR
SITE MAP
1655 FRONT ST., OCEANO, CA 9345

DRAWING NO. E-171001-03	DRAWN BY GW	FACILITY OFFICE	REV. 1
PROJECT NUMBER 171001	CHECKED BY AS SHOWN	SHEET 3	OF 5
	DATE 1/3/2018		

SINGLE LINE DIAGRAM



(E) PANELBOARD
WELL 8 CONTROL PANEL
120/240 1φ



GENERAL NOTES:

- ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE CEC.
- ALL CONDUCTORS SHALL BE RATED FOR 600V.
- ALL SINGLE CONDUCTORS SHALL BE COPPER WITH TYPE THHN/THWN INSULATION UNLESS OTHERWISE NOTED.
- ALL SWITCHES, CIRCUIT BREAKERS AND OTHER EQUIPMENT, AS SPECIFIED, SHALL HAVE TERMINATION PROVISIONS LISTED AND IDENTIFIED FOR USE WITH 75°C CONDUCTORS, AND ALL FEEDER CONDUCTORS, AND CONDUITS, ARE SIZED BASED ON USE OF 75°C COPPER WIRES TYPE THHN/THWN.
- ALL EQUIPMENT SHALL HAVE AN APPROVED TESTING LABORATORY LABEL ATTACHED [UL, CSA, ETC.] (CEC 110-2) AND HAVE A SHORT CIRCUIT (Isc) RATING OF 10,000 AMPS OR GREATER.
- BEFORE ROUGH-IN, VERIFY ALL MOUNTING HEIGHTS AND EXACT LOCATIONS FOR ALL EQUIPMENT, ELECTRICAL CONNECTIONS, STUB-UPS, RECEPTACLES, ETC. WITH OWNER.
- PROVIDE GROUND WIRE IN ALL CONDUITS CONTAINING POWER OR LIGHTING CIRCUITS.
- ALL NEW ABOVE GROUND CONDUIT SHALL BE THREADED RIGID METAL CONDUIT EXCEPT AS SHOWN.
- ALL CONDUIT SHALL BE MINIMUM 3/4" UNLESS NOTED OTHERWISE.
- ASSURE ALL FLEX FITTINGS ARE PROPERLY TIGHTENED.

CONSTRUCTION NOTES

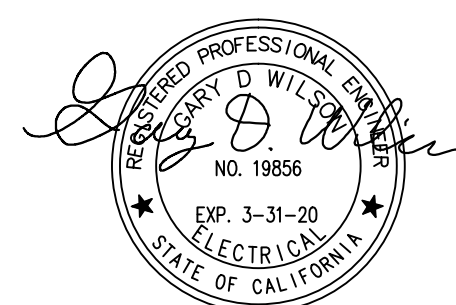
- INSTALL 60 KW, 480V, 3 PHASE GENERATOR PER MANUFACTURERS INSTRUCTIONS. GENERATOR MANUFACTURER TO SUPPLY TWO (2) 100A, 480V, 2 PHASE FUSED OR CIRCUIT BREAKER DISCONNECTS ON THE GENERATOR. MOUNT GENERATOR ON CONCRETE PAD PER DETAILS ON DRAWING NO. E-171001-06.
- INSTALL 2 GROUND RODS A MINIMUM 6' APART PER DETAIL ON DRAWING NO. E-171001-06. GROUND RODS SHALL BE COPPER-CLAD STEEL WITH MINIMUM DIMENSIONS OF 3/4" X 10'-0" LONG. BOND GROUNDING RODS TOGETHER WITH #2 AWG BARE COPPER WIRE AND BOND TO GENERATOR WITH #2 AWG BARE COPPER WIRE. PROTECT GROUND WIRE FROM MECHANICAL DAMAGE WHEN ABOVE GROUND.
- INSTALL TWO (2) #2 THHN/THWN COPPER CONDUCTORS, ONE (1) #6 THHN/THWN COPPER GROUND IN EXISTING 2" CONDUIT FROM GENERATOR TO NEW AUTOMATIC TRANSFER SWITCH. AT THE SAME TIME INSTALL TWO (2) BELDEN PART NUMBER 27081AS 14 GAGE 3 CONDUCTOR 600V TYPE TC CABLES WITH THE ABOVE CONDUCTORS IN THE EXISTING 2" CONDUIT.
- INSTALL RED LED WARNING LIGHT, GRANGER ITEM #2ERP4, OR EQUAL.
- REPLACE EXISTING MANUAL TRANSFER SWITCH WITH AN ASCO SERIES 300 AUTOMATIC POWER TRANSFER SWITCH, 200 AMP 240V/60HZ, NEMA 3R RATED ENCLOSURE, OR EQUAL.
- INSTALL (2) #10 THHN/THWN CONDUCTORS AND (1) #10 GROUND FROM THE EXISTING 120V 30A BREAKER THAT WAS USED TO PROVIDE POWER TO THE EXISTING GENERATOR ON EXISTING 120/240V PANELBOARD TO GENERATOR CONTROL PANEL TO PROVIDE POWER FOR GENERATOR HEATER BLOCK, SPACE HEATER AND BATTERY CHARGER.
- PROVIDE SIGNAGE AT EACH SERVICE "CAUTION STANDBY GENERATOR AUTOMATICALLY STARTS DURING POWER OUTAGE" AND PROVIDE PARTIAL SITE MAP SHOWING APPROXIMATE LOCATION OF GENERATOR.
- INSTALL BELDEN CABLE IN 3/4" RIGID METAL CONDUIT (RMC) FROM THE EXISTING 100A DISCONNECT ENCLOSURE TO THE NEW AUTOMATIC TRANSFER SWITCH (ATS).
- INSTALL LIQUIDTIGHT FLEXIBLE METAL CONDUIT FROM THE GENERATOR TO THE RIGID METAL CONDUIT ON THE OUTSIDE OF THE CONCRETE PAD PER FIGURE 1 ON SHEET E-171001-05. PROVIDE SLACK IN THE CONDUIT TO ALLOW FOR 6" OF SETTLING OF THE CONCRETE SLAB DUE TO POTENTIAL LIQUIFICATION.

ELECTRICAL ABBREVIATIONS

A	AMPERE
BC	BARE COPPER
CB	CIRCUIT BREAKER
C	CONDUIT
CEC	CALIFORNIA ELECTRIC CODE
(E)	EXISTING EQUIPMENT
G	GROUND
KCML	1000 CIRCULAR MILS (AREA)
KV	KILOVOLT
KVA	KILOVOLT AMPHRE
M	METER
(N)	NEW EQUIPMENT
NEC	NATIONAL ELECTRIC CODE
RMC	RIGID METAL CONDUIT
V	VOLTAGE
XFMR	TRANSFORMER

NOTES:

EXISTING EQUIPMENT SHOWN ON THIS PLAN IS SHADED LIGHT AND WAS BASED ON VISUAL EVIDENCE, IF POSSIBLE, OR FROM INFORMATION BY OTHERS. CONTRACTOR TO VERIFY ALL EXISTING EQUIPMENT AND NOTIFY ENGINEER OF ANY DISCREPANCIES.



WILSON ENGINEERING

E 19856 C 70607

Gary D. Wilson, P.E.
gmwilson888@sbcglobal.net

771 Merced St.
Pismo Beach, CA 93449

(805) 748-6209

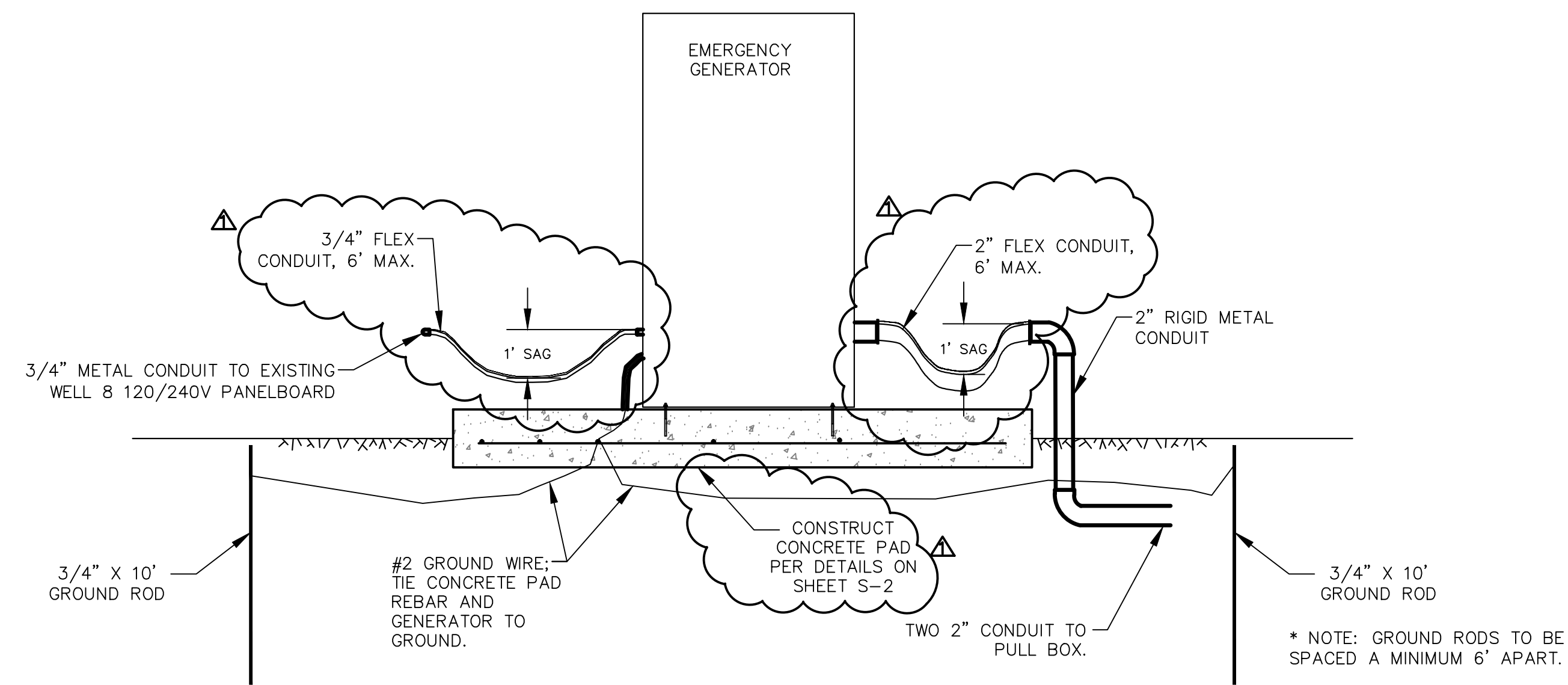


REV.	DATE	REVISION	REV. BY	CHK. BY
A	1/10/18	ISSUED FOR REVIEW	GW	
O	2/16/18	ISSUED FOR SUBMITTAL FOR PERMIT	GW	
Δ	5/7/18	CORRECTIONS FOR PLAN CHECK COMMENTS DATED 3/16/2018	GW	

OCEANO COMMUNITY SERVICES DISTRICT
NEW EMERGENCY GENERATOR
SINGLE LINE DIAGRAM
1655 FRONT ST., OCEANO, CA 9345

DRAWING NO. E-171001-04	DRAWN BY GW	FACILITY OFFICE	REV. 1
PROJECT NUMBER 171001	CHECKED BY AS SHOWN	DATE 1/3/2018	SHEET 4 OF 5

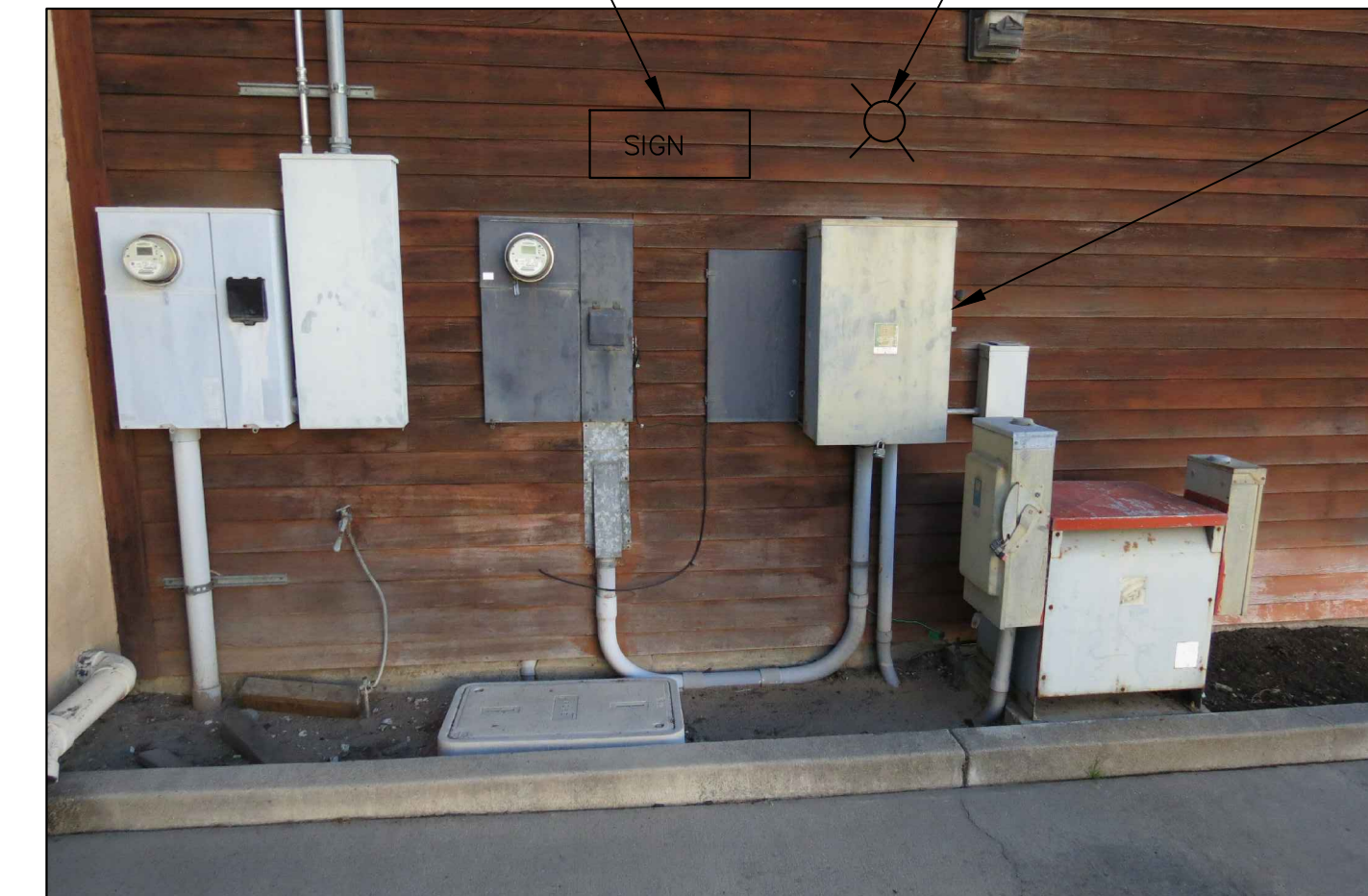
ELEVATION PLAN



① GENERATOR LAYOUT - PROFILE VIEW
SCALE: N.T.S.

SIGNAGE STATING "STANBY GENERATOR AUTOMATICALLY STARTS DURING POWER OUTAGE" AND MAP SHOWING APPROXIMATE LOCATION OF GENERATOR

INSTALL GENERATOR MALFUNCTION WARNING LIGHT PER SINGLE LINE ON DRAWING NO. E-171001-04.



REPLACE EXISTING MANUAL TRANSFER SWITCH WITH AN AUTOMATIC TRANSFER SWITCH PER SINGLE LINE ON DRAWING NO. E-171001-04.

② OCSD OFFICE/FIRESTATION AUTOMATIC TRANSFER SWITCH
SCALE: N.T.S.

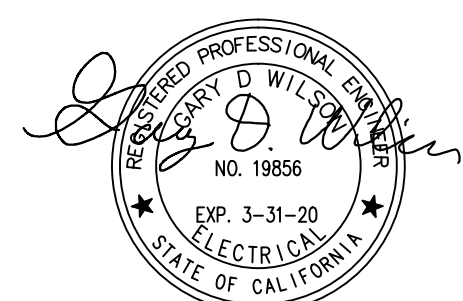
REPLACE EXISTING MANUAL TRANSFER SWITCH WITH AN AUTOMATIC TRANSFER SWITCH PER SINGLE LINE ON DRAWING NO. E-171001-04.

SIGNAGE STATING "STANBY GENERATOR AUTOMATICALLY STARTS DURING POWER OUTAGE" AND MAP SHOWING APPROXIMATE LOCATION OF GENERATOR



③ SHERIFF SUBSTATION AUTOMATIC TRANSFER SWITCH
SCALE: N.T.S.

NOTES:



WILSON ENGINEERING

E 19856 C 70607

Gary D. Wilson, P.E.
gmwilson888@sbcglobal.net

771 Merced St.
Pismo Beach, CA 93449

(805) 748-6209



REV.	DATE	REVISION	REV. BY	CHK. BY
A	1/10/18	ISSUED FOR REVIEW	GW	
O	2/16/18	ISSUED FOR SUBMITTAL FOR PERMIT	GW	
Δ	5/7/18	CORRECTIONS FOR PLAN CHECK COMMENTS DATED 3/16/2018	GW	

OCEANO COMMUNITY SERVICES DISTRICT
NEW EMERGENCY GENERATOR
ELEVATION PLAN
1655 FRONT ST., OCEANO, CA 9345

DRAWING NO. E-171001-05	DRAWN BY: GW CHECKED BY: GW SCALE: AS SHOWN DATE: 1/3/2018	FACILITY: OFFICE	REV. 1
PROJECT NUMBER 171001		SHEET 5	OF 5

CONCRETE

- ALL PHASES OF WORK PERTAINING TO THE CONCRETE CONSTRUCTION SHALL CONFORM TO THE "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE", ACI 318, AND THE SPECIFICATIONS FOR "STRUCTURAL CONCRETE FOR BUILDINGS", ACI 301, LATEST EDITIONS, WITH MODIFICATIONS AS NOTED ON THE DESIGN DRAWINGS OR SPECIFICATIONS.
- REINFORCED CONCRETE DESIGN IS BY THE ULTIMATE STRENGTH DESIGN METHOD.
- CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY AND SHALL BEAR THE WET SEAL OF A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA. SUBMIT A COPY OF THE MIX DESIGN FOR REVIEW BY THE STRUCTURAL ENGINEER PRIOR TO ORDERING. THE MIX DESIGNS SHALL STATE THE PROJECT NAME AND THE INTENDED USAGE OF THE CONCRETE.
- SCHEDULE OF STRUCTURAL CONCRETE 28-DAY STRENGTHS & TYPES:

LOCATIONS IN STRUCTURE	STRENGTH (PSI)	TYPE
FOOTINGS	4,500	HARD ROCK (0.45 MAX W/C RATIO)
- PORTLAND CEMENT SHALL CONFORM TO ASTM C 150, TYPE V IN CONTACT WITH SOIL AND TYPE II ELSEWHERE. CONCRETE EXPOSED TO SOILS CONTAINING SULFATES SHALL COMPLY WITH ACI 318 TABLE 4.3.1.
- CONCRETE MIXES SHALL CONTAIN FLY ASH. THE FLY ASH SHALL CONFORM TO ASTM C618 CLASS F AND THE LOSS OF IGNITION SHALL BE LIMITED TO 2%. THE ADDITION RATE SHALL NOT EXCEED 20% OF THE CEMENT WEIGHT. THE CONTRACTOR SHALL SUBMIT ALL CERTIFICATES SHOWING THE FLY ASH CONFORMS TO THE ABOVE CRITERIA.
- AGGREGATE FOR HARD ROCK CONCRETE SHALL CONFORM TO ALL REQUIREMENTS AND TESTS OF ASTM C39 AND PROJECT SPECIFICATIONS, EXCEPTIONS MAY BE USED ONLY WITH PERMISSION OF THE STRUCTURAL ENGINEER.
- AGGREGATE FOR LIGHTWEIGHT CONCRETE SHALL CONFORM TO ASTM C330 AND PROJECT SPECIFICATIONS. LIGHTWEIGHT CONCRETE MIX DESIGN SHALL BE TESTED, PRIOR TO APPROVAL, FOR SHRINKAGE IN ACCORDANCE WITH ASTM C157. SHRINKAGE SHALL NOT EXCEED 0.0005 INCHES/INCH.
- FORMS FOR CONCRETE SHALL BE LAID OUT AND CONSTRUCTED TO PROVIDE THE SPECIFIED CAMBERS SHOWN ON THE DRAWINGS.
- DRY PACK OR GROUT UNDER BASE PLATES, SILL PLATES, ETC., SHALL BE NON-SHRINK w/ 8000psi MINIMUM COMPRESSIVE STRENGTH.
- CONCRETE MIXING OPERATIONS, ETC. SHALL CONFORM TO ASTM C94.
- PLACEMENT OF CONCRETE SHALL CONFORM TO ACI STANDARD 304 AND PROJECT SPECIFICATIONS. SANDBLAST ALL CONCRETE SURFACES AGAINST WHICH CONCRETE IS TO BE PLACED.
- IF COLUMNS AND WALLS ARE PLACED WITH A FLOOR, TWO HOURS MUST ELAPSE BETWEEN END OF COLUMN OR WALL POUR AND BEGINNING OF THE FLOOR POUR.
- CLEAR COVERAGE OF CONCRETE OVER REINFORCING BARS SHALL BE AS FOLLOWS: MINIMUM COVER, INCHES
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
 - CONCRETE EXPOSED TO EARTH OR WEATHER: NO. 6 THROUGH NO. 18 BAR NO. 5 BAR AND SMALLER 1-1/2"
 - CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND, UNO:

SLABS, WALLS, JOISTS; NO. 14 AND NO. 18 BAR	1-1/2"
NO. 11 BAR AND SMALLER	3/4"
BEAMS, COLUMNS, SHEARWALLS, PRIMARY REINF. TIES, STIRRUPS, SPIRALS	1-1/2"
SLAB ON GRADE (CLEAR FROM TOP)	2"

- ALL REINFORCING BARS, ANCHOR BOLTS AND OTHER CONCRETE INSERTS AND EMBEDDED ITEMS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE AND PRIOR TO CALLING FOR INSPECTION OR OBSERVATION. "WET STABBING" AND ADJUSTING BOLTS AFTER CONCRETE PLACEMENT IS NOT ALLOWED.
- MECHANICAL PIPES AND ELECTRICAL CONDUITS WHICH PASS THROUGH SLAB ON GRADE, CONCRETE ON STEEL DECK, FRAMED CONCRETE FLOORS AND WALLS DO NOT REQUIRE SLEEVES, UNLESS OTHERWISE INDICATED IN THE PROJECT SPECIFICATIONS, MECHANICAL OR ELECTRICAL DRAWINGS, IF SLEEVES ARE REQUIRED, INSTALL SLEEVES BEFORE PLACING CONCRETE. DO NOT CUT ANY REINFORCING WHICH MAY INTERFERE WITH SLEEVE PLACEMENT. CORING OPENINGS IN CONCRETE IS NOT PERMITTED. NOTIFY THE STRUCTURAL ENGINEER IN ADVANCE OF CONDITIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS. NO PIPES OR ELECTRICAL CONDUIT SHALL PASS THROUGH CONCRETE BEAMS OR COLUMNS UNLESS SPECIFICALLY DETAILED.
- EXCEPT FOR SLABS ON GRADE AND CONCRETE ON STEEL DECK, EMBEDDED ELECTRICAL CONDUITS OR MECHANICAL PIPES (OTHER THAN THOSE PASSING THROUGH) OUTSIDE DIAMETER SHALL NOT EXCEED 30 PERCENT OF THE SLAB THICKNESS AND SHALL BE PLACED BETWEEN THE TOP AND BOTTOM REINFORCING, UNLESS SPECIFICALLY DETAILED OTHERWISE CONCENTRATIONS OF ELECTRICAL CONDUITS OR MECHANICAL PIPES SHALL BE AVOIDED EXCEPT WHERE DETAILED OPENINGS ARE PROVIDED. FOR SLABS ON GRADE, UNLESS OTHERWISE DETAILED, NO PIPES OR CONDUITS SHALL BE PLACED WITHIN THE INDICATED CONCRETE SLAB THICKNESS AND SHALL BE LOCATED BELOW THE SLAB.
- CURING COMPOUNDS USED ON CONCRETE THAT IS TO RECEIVE A RESILIENT TILE FINISH SHALL BE APPROVED BY THE FINISH APPLICATOR BEFORE USE.
- MODULUS OF ELASTICITY OF CONCRETE, WHEN TESTED IN ACCORDANCE WITH ASTM C469, SHALL BE AT LEAST THE VALUE GIVEN BY THE EQUATIONS IN SECTION 8.5.1 OF ACI 318 FOR THE SPECIFIED CONCRETE 28-DAY STRENGTH.

DESIGN CRITERIA

SEISMIC DESIGN:

- SEISMIC DESIGN FACTORS
 - SITE LOCATION; LAT 35.1019, LONG -120.6164
 - SEISMIC DESIGN CATEGORY; D
 - SITE CLASS; D
 - $F_a = 1.007$
 - $F_v = 1.551$
 - $S_{ms} = 1.241 g$
 - $S_{m1} = 0.697 g$
 - $S_{s0} = 0.827 g$
 - $S_{d1} = 0.465 g$
 - OCCUPANCY CATEGORY = IV
 - SEISMIC IMPORTANCE FACTOR; $I = 1.5$
- ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE NON-BUILDING STRUCTURES

FOUNDATION

- FOUNDATION DESIGN IS BASED ON CBC MINIMUM VALUES FROM TABLE 1806.2 ASSUMING "CLASS OF MATERIALS, 5. CLAY, SILTY CLAY, ... ETC. : ALLOWABLE BEARING PRESSURE:

DL+LL =	1,500 psf
DL+LL+EQ =	1,500 psf

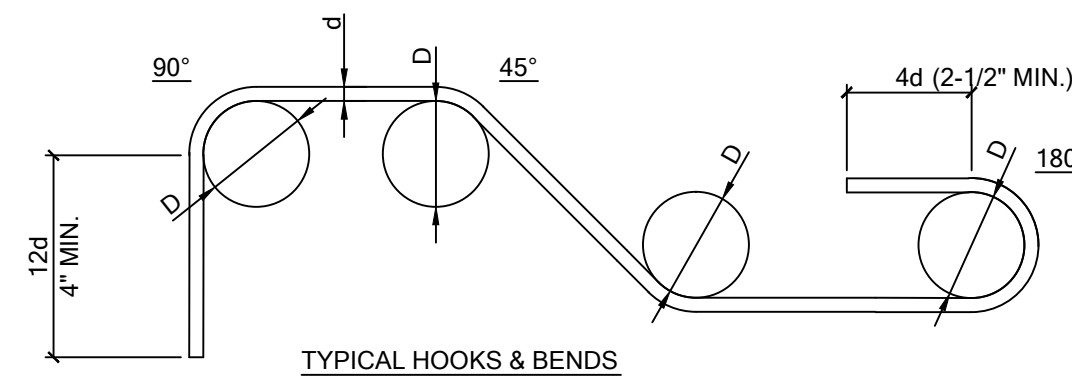
 COEFFICIENT OF FRICTION: 0.25
 LATERAL PRESSURES:
 PASSIVE PRESSURE: 150 psf
- FOUNDATIONS SHALL BEAR ON FIRM FOUNDATION SOIL STRATA, AS APPROVED BY THE GEOTECHNICAL ENGINEER.
- CONTRACTOR SHALL PROVIDE FOR PROPER DEWATERING OF EXCAVATIONS FROM SURFACE WATER, GROUND WATER, SEEPAGE, ETC.
- CONTRACTOR SHALL PROVIDE FOR THE DESIGN AND INSTALLATION OF ALL CRIBBING, SHEATHING AND SHORING REQUIRED TO SAFELY AND ADEQUATELY RETAIN THE EARTH BANKS AND ANY EXISTING STRUCTURE.
- EXCAVATIONS FOR FOOTINGS SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING THE CONCRETE AND REINFORCING. THE CONTRACTOR SHALL NOTIFY THE GEOTECHNICAL ENGINEER WHEN THE EXCAVATIONS ARE READY FOR INSPECTION. THE GEOTECHNICAL ENGINEER SHALL SUBMIT A LETTER OF COMPLIANCE TO THE OWNER AND SEOR.
- ALL EXCAVATIONS SHALL BE PROPERLY BACKFILLED. DO NOT PLACE BACKFILL BEHIND RETAINING WALLS BEFORE CONCRETE OR MASONRY HAS ATTAINED FULL DESIGN STRENGTH.
- FOOTINGS SHALL BE PLACED AND ESTIMATED ACCORDING TO DEPTHS SHOWN ON THE DRAWINGS. SHOULD SOIL ENCOUNTERED AT THESE DEPTHS NOT BE APPROVED BY THE GEOTECHNICAL ENGINEER.
- FOOTING BACKFILL AND UTILITY TRENCH BACKFILL WITHIN THE STRUCTURE PERIMETER SHALL BE MECHANICALLY COMPACTED IN LAYERS, TO THE APPROVAL OF THE GEOTECHNICAL ENGINEER. FLOODING WILL NOT BE PERMITTED.
- ALL ABANDONED FOOTINGS, UTILITIES, ETC., THAT INTERFERE WITH THE NEW CONSTRUCTION SHALL BE REMOVED.
- ALL FOOTINGS SHALL BEAR ON LEVEL SURFACES.
- FOOTING PENETRATIONS AND TRENCHING UNDER AND NEAR FOOTINGS SHOULD BE AVOIDED.
- ALL STEEL (INCLUDING ANCHOR BOLTS, BASE PLATES, COLUMNS, EMBED. PLATES, ETC) SHALL BE PROTECTED FROM SOILS WITH A MINIMUM OF 3" OF CONCRETE COVER.

GENERAL NOTES

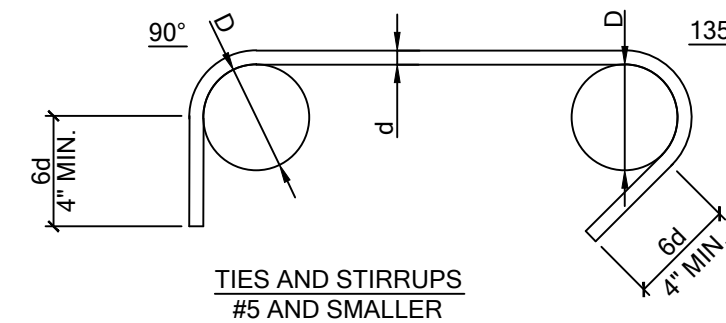
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS PRIOR TO STARTING CONSTRUCTION. THE ARCHITECT AND SEOR SHALL BE NOTIFIED OF ANY DISCREPANCIES OR INCONSISTENCIES.
- DO NOT SCALE THESE DRAWINGS.
- IF A DISCREPANCY OCCURS; THE MORE STRINGENT REQUIREMENT SHALL TAKE PRECEDENCE OVER THESE GENERAL NOTES, THE TYPICAL DETAILS, AND THE NOTES AND DETAILS ON THE DRAWINGS. NOTIFY SEOR IF A QUESTION ARISES.
- ALL WORK SHALL CONFORM TO THE MINIMUM STANDARDS OF THE FOLLOWING CODES: THE 2016 CALIFORNIA BUILDING CODE TITLE 24, AND OTHER REGULATING AGENCIES WHICH HAVE AUTHORITY OVER ANY PORTION OF THE WORK, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND/OR IN THE PROJECT SPECIFICATIONS.
- SEE MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR THE FOLLOWING:
 - PIPES, SLEEVES, HANGERS, TRENCHES, WALL FLOOR AND ROOF OPENINGS, DUCT PENETRATION ETC., EXCEPT AS SHOWN OR NOTED.
 - ELECTRICAL CONDUIT RUNS, BOXES, OUTLETS IN WALLS AND SLABS. CONCRETE INSERTS FOR ELECTRICAL, MECHANICAL OR PLUMBING FIXTURES. SIZE AND LOCATION OF MACHINE OR EQUIPMENT BASES, ANCHOR BOLTS FOR MOUNTS.
- THE CONTRACT STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION.
- THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND BE SOLELY RESPONSIBLE FOR ALL MEASURES NECESSARY TO PROTECT THE STRUCTURE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT ARE NOT BE LIMITED TO BRACING AND SHORING FOR LOADS DUE TO HYDROSTATIC, EARTH, WIND AND SEISMIC FORCES, CONSTRUCTION EQUIPMENT, ETC. IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO TO NORMAL WORKING HOURS. OBSERVATION VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OR OBSERVATION OF THE ABOVE ITEMS.
- NOTIFY THE STRUCTURAL ENGINEER WHEN DRAWINGS BY OTHERS SHOW OPENINGS, POCKETS, ETC., NOT SHOWN ON THE STRUCTURAL DRAWINGS, BUT WHICH AFFECT THE STRUCTURAL MEMBERS.
- ALL SPECIFICATIONS AND CODES NOTED SHALL BE THE LATEST APPROVED EDITIONS INCLUDING ALL REVISIONS BY THE GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THIS PROJECT.
- CONTRACTOR SHALL INVESTIGATE THE SITE DURING CLEARING AND EARTH WORK OPERATIONS FOR FILLED EXCAVATIONS OR BURIED STRUCTURES SUCH AS CESSPOOLS, CISTERNS, FOUNDATIONS, UTILITIES, ETC. IF ANY SUCH STRUCTURES ARE FOUND, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY.
- SHOP DRAWINGS SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW SHALL CONSIST OF ONE REPRODUCIBLE COPY, ONE WET SEALED COPY FOR THE STRUCTURAL ENGINEER OF RECORD'S FILE, AND ADDITIONAL COPIES AS IS NECESSARY FOR THE BUILDING DEPARTMENT.

TESTS & SPECIAL INSPECTIONS

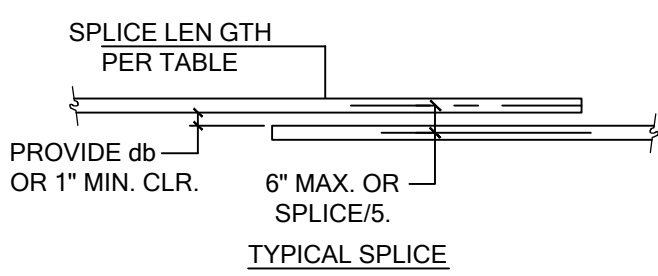
- SPECIAL INSPECTION SHALL BE REQUIRED FOR THE FOLLOWING TYPES OF WORK AND SHALL BE IN COMPLIANCE WITH CBC SECTIONS 1704 THRU 1705. INSPECTIONS SHALL BE PERIODICAL OR CONTINUOUS AS REQ'D BY THE CBC AS NOTED THUS (P) OR (C).
 - (P) FOUNDATIONS: SIZE & LOCATION OF REBAR, EMBEDS, AND ANCHOR BOLTS.
 - (C) CONCRETE WORK WITH STRENGTHS GREATER THAN 2500psi, EXCEPT FOR NONSTRUCTURAL CONCRETE SUCH AS SLAB ON GRADE. SEE CBC 1705.3.
 - (C) SOIL OVER-EXCAVATION AND RECOMPACTION. SEE CBC 1705.6 AND TABLE 1705.6
 - (P) SOILS: VERIFY BEARING MATERIAL PRIOR TO PLACING REINFORCING. SEE CBC 1705.6 AND TABLE 1705.6
 - (P) PERFORM CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS.
 - (P) PRIOR TO PLACEMENT OF CONTROLLED FILL, OBSERVE SUB-GRADE AND VERIFY THAT SITE HAS BEEN PROPERLY PREPARED.
 - (P) VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.
 - (C) EPOXY ANCHOR INSTALLATION
- THE OWNER SHALL EMPLOY A QUALIFIED TESTING AGENCY TO PROVIDE A QUALITY ASSURANCE AND TESTING PROGRAM AS NOTED IN SECTIONS 1704 AND 1705 OF THE CBC. THE TESTING AGENCY SHALL WORK WITH THE ENGINEER OF RECORD IN DEVELOPING A QUALITY ASSURANCE PLAN.
 - SOIL COMPACTION TESTING BY GEOTECHNICAL ENGINEER.
 - INSTALLATION OF EPOXY ANCHORS.
 - CONCRETE:
 - ONE SET OF CYLINDERS FOR EVERY 50 YARDS. BREAK ONE AT 7 DAYS, TWO AT 28 DAYS, AND HOLD ONE. CURE AND TEST PER ASTM C31 AND C39.
 - SLUMP TEST PER ASTM C143 AT EA. CYLINDER TEST AND WHEN CONSISTENCY CHANGES. (ONE MINIMUM PER DAY).
 - AIR CONTENT PER ASTM C231. ONE PER DAY MINIMUM AND AT EA. CYLINDER SET.
- THE TESTING AGENCY SHALL SUBMIT A COPY OF ALL TESTING REPORTS TO SEOR, PER CBC 1704.2.4.



TYPICAL HOOKS & BENDS



TIES AND STIRRUPS #5 AND SMALLER



TYPICAL SPLICE

INSIDE BEND DIAMETERS

BAR SIZE	D
#3 TO #8	6d
#9, #10, #11	8d
#14, #18	10d

BAR SIZE	SPLICE LEN GTH (IN.)	
	BOT. BARS	TOP BARS
#3	24	31
#4	32	41
#5	39	51
#6	47	61
#7	69	87
#8	78	102
#9	88	115
#10	100	124
#11	110	143

- NOTE:
- ALL BARS BENT COLD.
 - NO FIELD BENDING ALLOWED EXCEPT WHERE SPECIFICALLY SHOWN ON DRAWINGS.
 - SPLICES ARE SHOWN IN INCHES AND SHALL CONFORM TO CLASS "B" SPLICES AS PER ACI 318-11, FOR 3,000 psi CONCRETE.
 - SPLICE LENGTHS ASSUME THE MODIFICATION FACTORS OF ACI 318 SECTIONS 12.2 ARE 1.0. FOR OTHER CONDITIONS PROVIDE SPLICE LENGTHS IN ACCORDANCE WITH ACI 318-11.
 - USE THE SPLICE LENGTH GIVEN FOR TOP BARS WHEN MORE THAN 12" OF CONC. IS CAST BELOW HORIZ. BARS IN THE MEMBER. USE THE SPLICE LENGTH GIVEN FOR BOTTOM BARS FOR ALL OTHER CONDITIONS

1 TYP. REINFORCEMENT BEND & SPLICE DETAILS

NOTES:

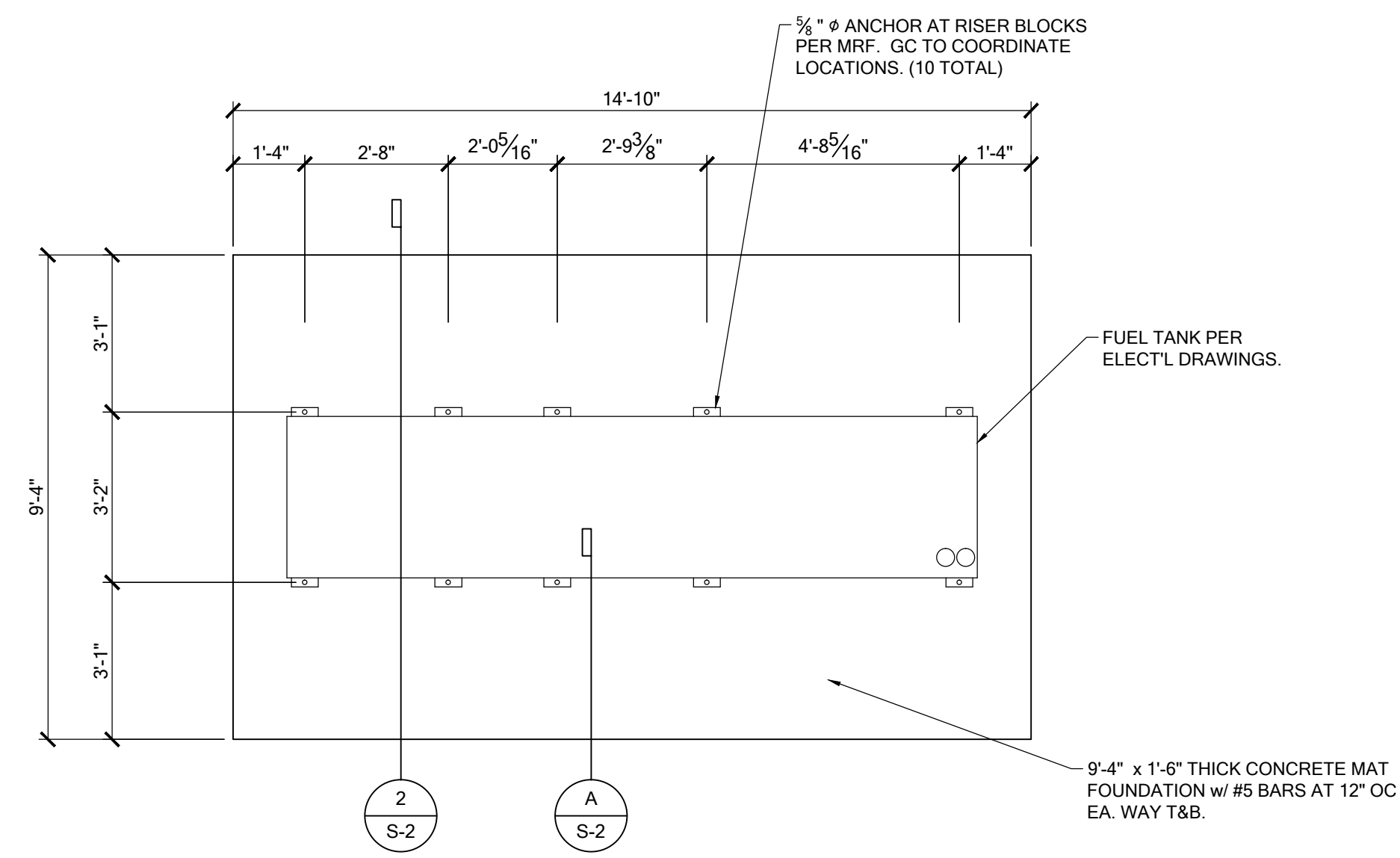


JOSHUA MOODY
STRUCTURAL ENGINEER
3107 Johnson Avenue, San Luis Obispo, CA 93401
805.540.8343 • www.MoodySE.com

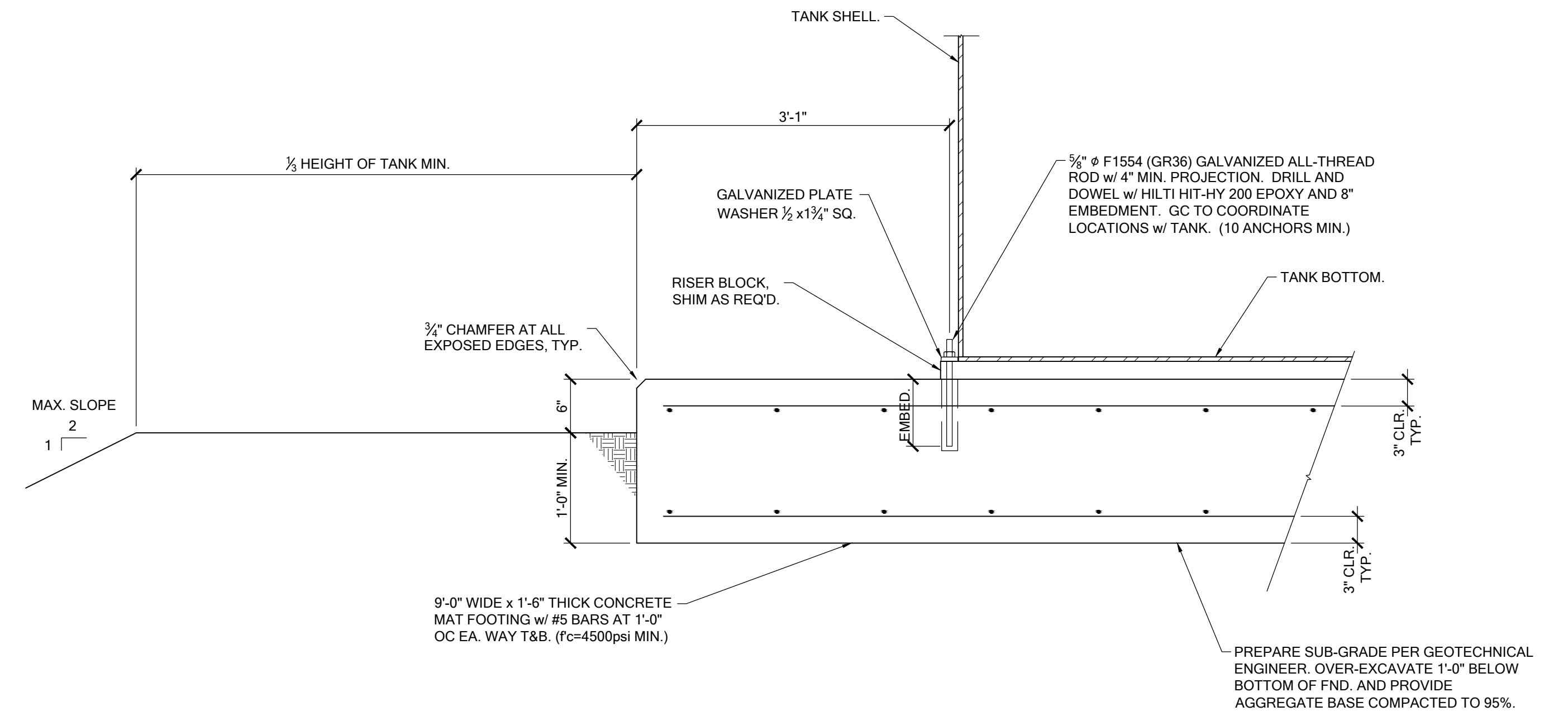
WILSON ENGINEERING
E 19856 C 70607
Gary D. Wilson, P.E.
gmwilson888@bcglobal.net
771 Merced St. Pismo Beach, CA 93449 (805) 748-6209

REV.	DATE	REVISION	REV. BY	CKD. BY

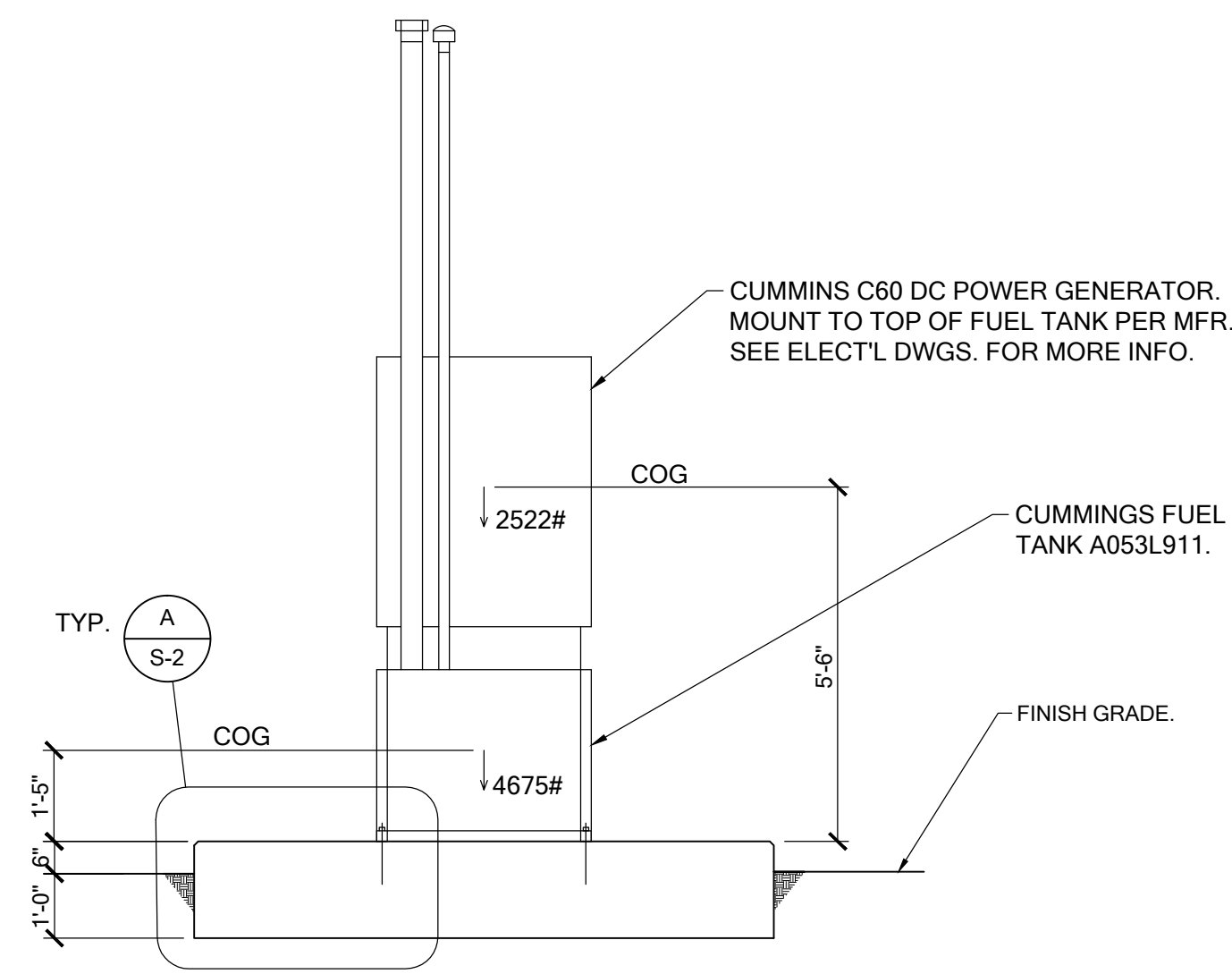
OCEANO COMMUNITY SERVICES DISTRICT NEW EMERGENCY GENERATOR		1655 FRONT ST., OCEANO, CA 9345	
DRAWING NO. S-1	DRAWN BY: <u>jem</u>	CHECKED BY: <u>jem</u>	SCALE: <u>AS SHOWN</u>
PROJECT NUMBER 180403	DATE: <u>5/17/2018</u>	FACILITY:	SHEET <u>0</u> OF <u>5</u>



1 GENERATOR FOUNDATION PLAN
 S-2 SCALE: 3/8" = 1'-0"



A TANK ANCHOR SECTION
 S-2 SCALE: 1" = 1'-0"



2 GENERATOR FOUNDATION SECTION
 S-2 SCALE: 3/8" = 1'-0"

NOTES:



JOSHUA MOODY
 STRUCTURAL ENGINEER
 3107 Johnson Avenue, San Luis Obispo, CA 93401
 805.540.8343 • www.MoodySE.com

WILSON ENGINEERING

E 19856 C 70607

Gary D. Wilson, P.E.
 gmwilson888@bcglobal.net

771 Merced St.
 Pismo Beach, CA 93449

(805) 748-6209

REV.	DATE	REVISION	REV. BY	CKD. BY

OCEANO COMMUNITY SERVICES DISTRICT NEW EMERGENCY GENERATOR			
1655 FRONT ST., OCEANO, CA 9345			
DRAWING NO. S-2	DRAWN BY jem	FACILITY:	REV. 0
PROJECT NUMBER 180403	CHECKED BY jem	SCALE AS SHOWN	SHEET OF 5
DATE 9/17/2018	DATE	DATE	DATE



Air Pollution Control District
San Luis Obispo County

September 12, 2018

Mr. Tony Marraccino
Oceano Community Services District
P.O. Box 599
Oceano, CA 93475

SUBJECT: Issuance of an Air Pollution Control District Authority to Construct
Modification for Backup Power at 1655 Front St., Oceano (Site # 4359)

Dear Mr. Marraccino:

Enclosed, you will find an Air Pollution Control District Authority to Construct for the modification of your existing ATC. ATC 6697 replaces the previous ATC which may be recycled. This action is being taken in response to your application number 6697 received by us on July 11, 2018. You will note that certain conditions have been placed upon your Authority to Construct.

Pursuant to Rule 202 of the District's Rules and Regulations, this Authority to Construct shall expire and the application shall be canceled one (1) year from the date of issuance, if unused. As per District Rule 208, appeals to District actions on permits may be made in writing to the Hearing Board within thirty (30) days of receipt of the permit. Contact this office at the completion of construction so that an engineering inspection of your facility may be scheduled.

Also enclosed, is an Authority to Construct fee invoice in the amount of \$500.00. Please make your check payable to the San Luis Obispo County Air Pollution Control District or visit paydirect.link2gov.com/SLOAPCDWEB to pay online with a credit card (service fees apply). Please pay this amount within thirty (30) calendar days of the invoice date to keep your Authority to Construct valid. If you have any questions, feel free to contact David Whitney at this office at (805) 781-5912.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Gary E. Willey".

GARY E. WILLEY
Air Pollution Control Officer

Enclosures

h:\permits\acl\letters\6697acl.docx



Air Pollution Control District
San Luis Obispo County

AUTHORITY TO CONSTRUCT

AN AUTHORITY TO CONSTRUCT IS GRANTED AS OF: September 12, 2018

THIS AUTHORIZATION DOES NOT IMPLY APPROVAL FROM ANY OTHER PUBLIC AGENCY

TO: Oceano Community Services District
Legal Owner P.O. Box 599
or Operator Oceano, CA 93475

FOR: Diesel fueled emergency generator set for a government center consisting of:

- a. (1) 2018, 176 hp Cummins Model QSB5-G13 diesel engine, EPA Family Number JCEXL0275AAK, Tier 3, S/N TBD, driving a 60 kW electrical generator.

Location: Oceano CSD - Water Yard (standby generator) - 1665 Front St.,
Oceano

Conditions:

1. The APCO shall be notified of the completion of construction within three days. This Authority to Construct will then serve as a temporary Permit to Operate for a period of time not to exceed 90 days.
2. Non-Emergency Operation
 - a. Non-emergency operation shall be limited to maintenance and performance testing only and shall not exceed thirty (30) hours per engine per calendar year. Operation for emissions testing required by the District shall not be limited by this condition.
 - b. The Air Pollution Control Officer (APCO) shall be notified in writing within seven (7) days of exceeding the yearly non-emergency operation limit.
 - c. An emergency is defined as failure of normal electrical power service that is beyond the control of the permit holder and does not include voluntarily disconnecting from utility grid power.

CONDITIONS (continued):

3. Only diesel fuel that meets the California Air Resources Board's specifications for on-road use shall be used to fuel the engine(s) unless otherwise approved by the APCO. Records of the fuel purchases shall be maintained and include a fuel specification sheet that shows compliance with this condition.
4. Visible emissions from the engine shall not exceed Ringlemann No. ½ or ten percent (10%) opacity for periods aggregating more than three (3) minutes in any hour.
5. A non-resettable hour meter for each engine shall be installed and maintained unless an APCO approved alternative tracking procedure is approved.
6. The engine exhaust shall discharge vertically free of obstructions.
7. An operating log for the current calendar year shall be maintained for each engine on a monthly basis. Entries shall also be made for any day that the engine is operated and for any day that the engine receives fuel. The logs shall be retained for at least three (3) years and shall include the following data:
 - a. Operating mode: emergency, maintenance, or District required testing
 - b. Engine hour meter reading at start-up,
 - c. Engine hour reading at shutdown,
 - d. Operating hours for the calendar day,
 - e. Running total calendar year to date operating hours,
 - f. Running total calendar year to date operating hours in maintenance mode,
 - g. Running total calendar year to date operating hours in emergency mode,
 - h. Estimated fuel use for the day in gallons,
 - i. Running total calendar year to date fuel use in gallons,
 - j. Fuel purchased in gallons, and
 - k. Total costs of any engine repair or reconstruction, excluding consumable items associated with standard maintenance activities.
8. Within fourteen (14) days of a request, the following information shall be submitted to the APCO for the previous calendar year:
 - a. maintenance operating hours,
 - b. emergency operating hours,
 - c. District required testing operating hours,
 - d. total engine operating hours,
 - e. total fuel usage,
 - f. copies of all fuel purchase records, and
 - g. total cost of engine repairs to date for each engine.
9. The APCO shall be notified prior to the repair or reconstruction of any diesel engine under permit. Consumable items used for regular maintenance, such as filters, hoses, belts, fluids, and glow plugs, are not considered repairs. In addition, replacement parts costing less than

CONDITIONS (continued):

\$1,000.00 can be omitted from this requirement. This condition is a result of a state regulation on rebuilds or repairs. Extensive repairs could trigger lower allowable emission rates. If lower emission rates apply, they may not be achievable with a simple rebuild.

10. Temporary Engine Replacement: Any engine subject to this permit may be temporarily replaced with another engine if all the requirements listed in sections a. through e. below are satisfied:
 - a. The APCO shall be notified in writing or by fax at (805) 781-1002 within seventy-two (72) hours of a permitted engine being replaced with a qualified temporary engine. The notification shall include the replacement engines make, model, rated horsepower, engine family number, current engine hour meter reading, manufacturer's particulate matter and oxides of nitrogen (NOx) emission rates in grams per horsepower-hour (g/hp-hr) and the reason for the replacement.
 - b. The permitted engine is in need of routine repair or maintenance and is returned to its original service within 180 days of installation of the temporary engine.
 - c. The temporary replacement engine has the same or lower manufacturer rated horsepower and same or lower potential to emit of particulate matter and Oxides of Nitrogen (NOx) as the permitted engine that is being temporarily replaced. Upon written request, the APCO may approve a replacement engine with a larger rated horsepower than the permitted engine if the proposed temporary engine has manufacturer guaranteed emissions less than or equal to the permitted engine or if the engine meets current permitting requirements.
 - d. The temporary replacement engine shall comply with all conditions of this permit, including but not limited to, engine operating hour limits, recordkeeping and reporting requirements.
 - e. The APCO shall be notified in writing or by fax at (805) 781-1002 within 14 days of removal of the temporary engine.
11. This equipment shall be operated and maintained in accordance with the manufacturer's recommendations and the information presented in the application under which this permit was issued.
12. If the APCO determines that the operation of this equipment is causing a public nuisance, the owner/operator shall take immediate action and eliminate the nuisance.
13. The APCO shall be notified in writing before any changes are made to operating procedures, equipment, or materials used which have the potential to increase the emission of any air contaminant.
14. This permit is not transferable to a new owner or location without the APCO's approval. A

CONDITIONS (continued):

change of ownership application shall be submitted to the APCO at least ten (10) working days prior to any change in the person or agency that is responsible for the operation of the equipment described above. An authority to construct application must be submitted and approved by the APCO prior to moving the permitted equipment to a new location.

This Authority to Construct is not a Permit to Operate. Approval or denial of the application for Permit to Operate the above equipment will be made after an inspection to determine if the equipment has been constructed in accordance with the approved plans and specifications and if the equipment can be operated in compliance with all Rules and Regulations of the San Luis Obispo County Air Pollution Control District.

*Please notify **David Whitney** at (805) 781-5912 or at the letterhead address when construction of equipment is complete. This Authority to Construct will expire one (1) year from the date shown, if unused.*



GARY E. WILLEY
Air Pollution Control Officer

Application Number: 6697

h:\permits\lac\atcdraft_t.doc



Air Pollution Control District
San Luis Obispo County

COPY

INVOICE
19343

TO: Oceano Community Services District
P O Box 599
Oceano CA 93475-0599

DATE: 9/12/18

Payment due in 30 days

ATTN: Carey Casciola

Account: 4386

NOTE: Fees not paid by the date are subject to a 50% penalty fee along with any applicable late payment processing fees.

Action Date	App #	A/R #	Description	Amount
08/30/18	6697	41207	Authority to Construct: Modification of existing ATC - smaller genset for backup power Processing, Evaluation and Issuance	\$500.00

Equipment Location: 1655 Front St., Oceano

TOTAL DUE \$500.00

The APCD accepts online payments for all issued invoices. To process an online payment, please visit <https://paydirect.link2gov.com/SLOAPCDWEB>. Please note, all online payments must pay the full invoiced amount. **In addition, a service fee of 2.39% (\$1.49 minimum) will be added for using the online payment service.**

If paying by check, please make check payable to *San Luis Obispo County Air Pollution Control District*. To ensure proper credit please reference invoice number on check.

H:\OIS\CLERICAL\INVOICE\19343.docx

ORDINANCE NO. 2016-01

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et seq. of the Public Contract Code)

The Board of Directors of the Oceano Community Services District ordains as follows:

SECTION 1

Informal Bid Procedures.

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

Contractors List.

A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

Notice Inviting Informal Bids.

Where a public project is to be performed which is subject to the provisions of this Ordinance, a notice inviting informal bids may be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 22034 of the Public Contract Code, and shall be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code.

Additional contractors and/or construction trade journals may be notified at the discretion of the General Manager, provided however:

- (1) If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the Commission.
- (2) If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

Award of Contracts

The General Manager may be authorized to award informal contracts pursuant to this Section if approved by the Board of Directors for the specific project being awarded.

SECTION 2

This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the Board of Directors voting for and against the same in a newspaper of general circulation published in the boundaries of the Oceano Community Services District.

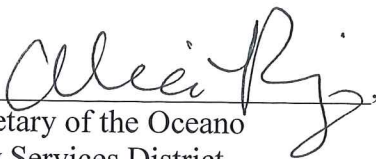
PASSED, APPROVED and ADOPTED by the Board of Directors of the Oceano Community Services District, State of California, this 14 day of December, 2016, by the following vote:

AYES: Director Coalwell, Director Angello, Director Brunet,
Vice President Austin, President White

NOES: None

ABSENT: None

ABSTAINING: None

ATTEST: 
Board Secretary of the Oceano
Community Services District

APPROVED AS TO FORM: 

District Counsel



Oceano Community Services District

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

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

Date: October 10, 2018

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(D):** 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

Recommendation

It is recommended that your Board:

1. Consider and discuss an update on Lopez Reservoir water supply including efforts to amend the Low Reservoir Response Plan (LRRP), the preparation of the Habitat Conservation Plan (HCP), and a California State Appeals Court ruling on the application of the public trust doctrine to the duties of Counties while considering well extraction permits; and,
2. Authorize the General Manager and Legal Counsel to prepare potential Lopez water supply contract amendments for distribution to the Zone 3 Technical Advisory Committee.

Discussion

This update on the LRRP and HCP is provided as a result of a recent County Counsel determination that an amendment to the Lopez water supply contracts will be needed to modify the existing LRRP. In addition, the California State Court of Appeals recently ruled on public trust duties and well extraction permits that may be relevant to ongoing efforts to prepare a HCP. Although the two legal determinations are independent of each other, they both change what the District might anticipate in the future on the LRRP and HCP. Likewise, it is foreseeable that the determinations will affect the District's rights and obligations under the Lopez Water Supply contracts, which are included in agenda addendum materials.



Low Reservoir Response Plan (LRRP)

The LRRP provides the Zone 3 contracting agencies (Oceano CSD, the Cities of Pismo Beach, Grover Beach and Arroyo Grande, and County Service Area No. 12) with the ability to store water when water within in the reservoir is below 20,000 acre feet and the County Board of Supervisors has declared a drought emergency. A copy of the current LRRP is included in the addendum to agenda materials. It was originally adopted through a contractual "waiver" process with each of the contracting agencies adopting actions supporting the LRRP, but the formal approval was solely executed by the County Board of Supervisors¹.

Developing recommendations to modify the LRRP is being considered by the Zone 3 Technical Advisory Committee (TAC) and County staff because of unanticipated interpretations of the LRRP at the conclusion of the drought emergency. Legal interpretations resulted in the loss of water that had been stored and dedicated to contracting agencies. Potential LRRP modifications include allowing contracting agencies an extended duration to utilize stored water after the end of a drought based on newly proposed post-drought criteria.

Concurrently, the TAC and County staff have been considering how other permanent Lopez Water supply contracts amendments might be considered. For the District, the priority for contract amendments relates to the ability to store water in non-emergencies. Currently, the Lopez contracts incorporate "use it or lose it" provisions and a greater ability to store will enhance multi-year water supply strategies.

The recent notification from the County that amending the LRRP will require a contract amendment rather than a simple "waiver" is understandable because the new post-drought criteria are no longer within the context of a drought emergency. Nevertheless, considering a single contract amendment to effectuate a revised LRRP, while deferring other contract amendments, may not be in the best interests of the District. In addition, a permanent contract amendment could eliminate the need for the LRRP, however, certain constraints should still be anticipated. For example, water stored by contracting agencies would be lost when Lopez spills.

The District's interest in permanent contract amendments is greater than the need for a contract amendment that would solely modify the existing LRRP. Permanent storage rights will ensure

¹ The County Board of Supervisors acting on behalf of the San Luis Obispo County Flood Control and Water Conservation District.



that the District can establish local storage in Lopez reservoir prior to a drought and will enhance multi-year water resource strategies in anticipation of drought emergencies.

Currently, the District is able to store water in the State Water system. Having storage rights in both systems provides greater flexibility and greater potential benefits to the District. Storage in the State Water system has in the past, and may in the future, provide the District with the opportunity to sell water and generate revenues. The State Water system is, however, subject to artificial spills. The Lopez system provides local storage and is not subject to artificial spills.

The District's interests are also served if storing State Water is permissible in Lopez reservoir through in-lieu delivery provisions that could be incorporated into contract amendments. In-lieu delivery has already been provided by the County although staff is not aware of any contract provision allowing the County to do so. When the Lopez treatment plant is shut-down for maintenance or other reasons, the County has been delivering State Water to Lopez contracting agencies that do not have contracts for State Water. A contract amendment should be considered to remedy this operational practice.

Habitat Conservation Plan and the Public Trust Doctrine

In addition to the LRRP and potential contract amendments, the District's rights and the County's obligations may be affected by a recent ruling by the State Court of Appeal. In *Environmental Law Foundation v. State Water Resources Control Board*, (2018) 26 Cal. App. 5th 844, 237, the court held that both the State Water Resources Control Board and California counties have fiduciary duties under the public trust doctrine to consider the potential impacts of groundwater pumping on connected navigable waterways. While the court's ruling was "extraordinarily narrow," it may expand questions on County duties and it reinforces the potentially broad scope of the public trust doctrine when resources are at issue. The court ruling is included in the agenda's addendum material.

The topic of the public trust doctrine is complex, and the impact of the ruling in various situations is uncertain. Although the HCP is being developed in relation to endangered species, public trust duties may now create additional complexities. The operations of Lopez reservoir are known to factually release water for downstream use. Those releases are a significant aspect of Lopez operations and can be nearly 1/2 of the annual safe yield of the reservoir². If the ongoing County efforts in developing the HCP has the potential to impair deliveries to the Lopez contracting agencies,

² The estimated safe yield of Lopez reservoir is 8,730 acre feet per year; 4,200 (48.1%) acre feet per year is dedicated for downstream releases.



which except in drought emergencies and other limited situations is 4,830 acre feet per year, then public trust duties may need to be considered in regards to pumping downstream of Lopez reservoir.

Summary

Consideration should be given authorizing the General Manager and legal counsel to draft contract amendments to present at an upcoming Zone 3 TAC meeting. Other agencies involved in those discussions have indicated that they will need to obtain approval of a Memorandum of Agreement (MOA) to enter into formal contract discussions. If your Board authorizes development of potential contract amendments at this time, it will enhance the other agencies understanding of the District's interests. Likewise, the District should anticipate responses that will clarify the interests important to the other agencies. Since development of an MOA is anticipated, it will be presented to your Board for approval when completed.

Other Agency Involvement

The Zone 3 Advisory Committee includes representatives from the Lopez contracting agencies, local agriculture and an at-large member. Board discussion and direction on this item will provide the District's elected representatives on the Zone 3 Advisory Committee with the ability to formally express the District's position on contract amendments. Revisions to the LRRP and contract amendments may be subject to the California Environmental Quality Act.

Financial Considerations

There are no specific financial considerations at this time.

Results

Considering the Lopez water supply and related issues helps to ensure long-term reliability for the District and healthy community.

Attachments: See agenda addendum materials.