



**Notice of Regular Meeting**  
**Oceano Community Services District - Board of Directors Agenda**  
**WEDNESDAY, September 13, 2017 – 5:30 P.M.**  
**Oceano Community Services District Board Room**  
**1655 Front Street, Oceano, CA**

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

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

**1. CALL TO ORDER:**

**2. ROLL CALL:**

**3. FLAG SALUTE:**

**4. AGENDA REVIEW:**

**5. CLOSED SESSION:**

- A. Pursuant to Government Code §54956.9 (d)(2): Conference with District Counsel regarding anticipated litigation. Number of cases: two (2).
- B. Real Property Pursuant to Government Code Section 54956.8: Conference with Real Property Negotiators. Property: 1687 Front Street, Oceano, CA 93475. Agency Negotiators: District General Manager, Paavo Ogren and District Legal Counsel, Jeffrey A. Minnery. Negotiating parties: Oceano Community Services District and OC Top Shelf Inc. Under negotiation: Terms and conditions of potential lease.

**6. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: (NOT BEGINNING BEFORE 6:00 PM)**

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

**7. SPECIAL PRESENTATIONS & REPORTS:**

**A. STAFF REPORTS:**

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

**B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**

- i. Director Angello
- ii. Director Brunet
- iii. President White
- iv. Vice President Austin
- v. Director Coalwell

**C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**

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

## 8. CONSENT AGENDA ITEMS:

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

- A. Review and Approval of Minutes for the Regular Meeting on August 23, 2017
- B. Review and Approval of Cash Disbursements
- C. Submittal for approval an Intent to Serve Letter to Blake Anton; 1350 16th St.; Assessor's Parcel No. 062-282-007
- D. Submittal for approval an Intent to Serve Letter to Ali Santana; 2150 Cienaga; Assessor's Parcel No. 062-117-008

## 9. BUSINESS ITEMS:

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

- A. Consideration of a recommendation to approve a professional services agreement with GSI Water Solutions Inc. to prepare the 2017 Annual Report for the Northern Cities Management Area in the amount of \$35,789 plus contingencies of \$3,161 for a total contract amount of \$38,950.
- B. Consideration of a recommendation to approve a Utility Agreement with the County of San Luis Obispo in conjunction with the County's Airpark Drive Bridge Replacement project, approve a budget adjustment and payments in the amount of \$110,000, authorize the General Manager to file a Notice of Exemption pursuant to the California Environmental Quality Act, and provide direction on alternative bidding procedures.
- C. Review of the County's 2015-2019 Consolidated Plan and the Little Hoover Commission's Report on Special Districts with staff direction as your Board deems appropriate
- D. Informational Workshop on Post-Drought reduction in Water Consumption Rates with Board direction for a hearing on October 11, 2017
- E. Consideration of Recommendations to Approve Write-Off of Utility Bills and Notice in The Tribune unclaimed money (Customer Credits) over 3 years old.

## 10. HEARING ITEMS:

## 11. RECEIVED WRITTEN COMMUNICATIONS:

**12. LATE RECEIVED WRITTEN COMMUNICATIONS:**

**13. FUTURE AGENDA ITEMS:** District Policies Continued; Professional Service Proposals; Roles and Responsibilities with Related Agencies; Emergency Generator.

**14. FUTURE HEARING ITEMS:** Water Rates Reduction October 11, 2017

**15. ADJOURNMENT:**

**AGENDA ADDENDUM MATERIALS:**

- County's 2015-2019 Consolidated Plan
- Little Hoover Commission's Report on Special Districts

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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](http://www.oceanocsd.org)

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**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.



**Oceano Community Services District**  
 Summary Minutes  
 Regular Meeting Wednesday, August 23, 2017 – 5:30 P.M.  
 Oceano Community Services District Board Room  
 1655 Front Street, Oceano, CA

1. **CALL TO ORDER:** at 6:00 p.m. by President White
2. **FLAG SALUTE:** led by President White
3. **ROLL CALL:** All Board members present. Also present, General Manager Paavo Ogren, District Legal Counsel Jeff Minnery, Business and Accounting Manager Carey Casciola and Board Secretary Celia Ruiz.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **CLOSED SESSION:** None
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 reported 10 work orders, 5 USA's, 8 customer service call outs, 2 after hour call outs, Lopez down for repairs only using state water, currently pumping, sewer cleaning, hydrant on 20<sup>th</sup> Ct has been repaired, abandoned service line break at the Depot was repaired.
    - ii. FCFA - Chief Steve Lieberman – None
    - iii. OCSD General Manager – reported on capital project efforts, and utility relocation update.
    - iv. Sheriff's South Station - Commander Stewart MacDonald – None
  - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
    - i. Director Angello - None
    - ii. Director Brunet – None
    - iii. President White – reported on SSLOCSD, and meeting with Supervisor Compton
    - iv. Vice President Austin – None
    - v. Director Coalwell – None
  - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**  
 No public comment.

<b>8 CONSENT AGENDA:</b>	<b>ACTION:</b>
<ol style="list-style-type: none"> <li>a. Review and Approval of Minutes for the Regular Meeting on August 09, 2017</li> <li>b. Review and Approval of Cash Disbursements</li> </ol>	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with modification to item 8b by removing the check for Murphy for \$731.76 and replacing it with a check for \$ 960.14 for a modified total of disbursements of \$61,765.93 with a motion from Vice President Austin, a second by Director Coalwell and a 5-0 vote. No public comment.

<b>9 A BUSINESS ITEM:</b>	<b>ACTION:</b>
Consideration of a recommendation to approve \$9,980 in funding for the "Earth Genius" educational program at Oceano Elementary School	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Brunet, a second by Director Angello and a 5-0 vote. No public comment.

<b>9 B BUSINESS ITEM:</b>	<b>ACTION:</b>
Consideration of a recommendation to approve the 2017/18 budget	After an opportunity for public comment and brief Board discussion, staff recommendations were approved with the salary schedule and the addition of a part time temporary Account Administrator I to the District's position allocation list (not to exceed 24 hours a week) with a motion from Vice President Austin, a second by Director Coalwell and a 5-0 vote. No public comment.

**10. HEARING ITEMS:** None

**11. RECEIVED WRITTEN COMMUNICATIONS:** None

**12. LATE RECEIVED WRITTEN COMMUNICATIONS:** Sep 21<sup>st</sup> Flyer from SLO County Bar Association Center for What the Fair Political Practices Commission can do for you, Sep 13<sup>th</sup> Homeless Coalition Empty Bowl Fundraiser, Correspondence to lease or purchase old fire station

**13. FUTURE AGENDA ITEMS:** District Policies Continued; Professional Service Proposals; Roles and Responsibilities with Related Agencies; Emergency Generator.

**14. FUTURE HEARING ITEMS:** Water Rates Reduction October 11

**15. ADJOURNMENT:** at approximately 8:32 pm



# Oceano Community Services District

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

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

**Date:** September 13, 2017

**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 56448-56489*	Amounts
<b>Voided due to sequence issues:</b>	56448 - 56455	VOID
<b>Disbursements Requiring Board Approval prior to Payment:</b>		
Regular Payable Register – paid 09/13/17	56464 - 56488	\$233,644.54
VOID – Lost Check/Stop Payment	56241	VOID
Replacement Check for VOIDED Check	56489	\$ 178.80
Subtotal:		\$233,823.34
<b>Reoccurring Payments for Board Review (authorized by Resolution 2016-07):</b>		
Payroll Gross Wages - period ending 08/19/2017	N/A	\$26,133.89
Payroll Gross Wages - period ending 09/02/2017	N/A	\$26,803.25
Reoccurring Utility Disbursements – paid 08/23/2017	56456 - 56457	\$989.35
Reoccurring Health/Benefits – paid 08/23/2017	56458 - 56462	\$6,116.39
Subtotal:		\$60,042.88
<b>Grand Total:</b>		<b>\$293,866.22</b>

\*Check # 56463 paid on 08/23/2017 Agenda Packet

**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.

9/8/2017 2:53 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: 056464 THRU 056488

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1-1001-000	9/08/2017	CHECK	056464	TYLER TECHNOLOGIES	4,924.86CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056465	PETTY CASH	1.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056466	CENTRAL COAST TOWING	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056467	WHITE, KAREN M.	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056468	CRWA	1,038.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056469	ADAMSKI MOROSKI MADDEN CUMBERL	7,202.50CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056470	BURDINE PRINTING & GRAPHICS	1,386.27CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056471	CORIX WATER PRODUCTS (US) INC.	330.36CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056472	CENTRAL COAST PRINTING	366.58CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056473	ARAMARK	185.02CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056474	GMC ELECTRICAL INC,	500.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056475	OGREN, PAAVO	157.29CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056476	CENTRAL COAST TECHNOLOGY CONSU	316.06CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056477	COALWELL, JAMES	200.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056478	ZENITH INSURANCE COMPANY	1,541.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056479	CONTRACTOR'S MAINTENANCE SERVI	181.06CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056480	BURKE AND PACE OF ARROYO GRAND	10.62CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056481	J.B. DEWAR, INC.	380.20CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056482	FIVE CITIES FIRE AUTHORITY	202,132.50CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056483	MIER BROS.	193.95CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056484	MINER'S ACE HARDWARE, INC.	6.02CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056485	PACIFIC GAS & ELECTRIC	5,952.88CR	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: 056464 THRU 056488

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	9/08/2017	CHECK	056486	AQUA-METRIC	275.13CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056487	CRANDALL CONSTRUCTION	4,900.00CR	OUTSTND	A	0/00/0000
1-1001-000	9/08/2017	CHECK	056488	EMPLOYMENT DEVELOPMENT DEPARTM	1,063.24CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	233,644.54CR		
				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:	233,644.54CR		
				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: 056241 THRU 056241

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	5/10/2017	CHECK	056241	AFOBAKA CONSTRUCTION, INVOIDED	178.80CR	VOIDED	A	5/10/2017
MISCELLANEOUS: -----								
1-1001-000	5/10/2017	MISC.	056241	AFOBAKA CONSTRUCTION, INVOIDED	178.80	VOIDED	A	5/10/2017
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	178.80CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	178.80		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	178.80CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	178.80		
				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: 056489 THRU 056489

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	9/08/2017	CHECK	056489	AFOBAKA CONSTRUCTION	178.80CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	178.80CR		
				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:	178.80CR		
				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 September 13, 2017**

	*		
<u>Gross Wages</u>	8/5/2017	8/19/2017	9/2/2017
Regular	\$21,823.66	\$21,823.66	\$21,823.66
Overtime Wages	\$1,150.81	\$1,412.91	\$963.79
Stand By	\$700.00	\$700.00	\$700.00
Gross Wages	<u>\$23,674.47</u>	<u>\$23,936.57</u>	<u>\$23,487.45</u>
 <u>Disbursements</u>			
Net Wages	\$17,254.22	\$17,394.64	\$17,197.14
State and Federal Agencies	\$5,502.53	\$5,553.00	\$5,369.86
CalPERS - Normal	\$3,186.25	\$3,186.25	\$3,186.25
CalPERS GASB 68 2017/18 Reports	\$0.00	\$0.00	\$1,050.00
Total Disbursements processed with Payroll	<u>\$25,943.00</u>	<u>\$26,133.89</u>	<u>\$26,803.25</u>
Health & Other (Disbursed with reoccurring bills)	\$3,950.59	\$3,950.59	\$3,950.59
Total District Payroll Related Costs	<u>\$29,893.59</u>	<u>\$30,084.48</u>	<u>\$30,753.84</u>

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

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

CHECK DATE: 0/00/0000 THRU 99/99/9999  
CLEAR DATE: 0/00/0000 THRU 99/99/9999  
STATEMENT: 0/00/0000 THRU 99/99/9999  
VOIDED DATE: 0/00/0000 THRU 99/99/9999  
AMOUNT: 0.00 THRU 999,999,999.99  
CHECK NUMBER: 056456 THRU 056457

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK: -----								
1-1001-000	8/23/2017	CHECK	056456	RABOBANK EQUIPMENT LEASE	755.60CR	OUTSTND	A	0/00/0000
1-1001-000	8/23/2017	CHECK	056457	ADVANTAGE ANSWERING PLUS, INC	233.75CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	989.35CR		
				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:	989.35CR		
				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: 056458 THRU 056462

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	8/23/2017	CHECK	056458	THE LINCOLN NATIONAL LIFE INSU	1,010.14CR	OUTSTND	A	0/00/0000
1-1001-000	8/23/2017	CHECK	056459	VSP VISION	105.80CR	OUTSTND	A	0/00/0000
1-1001-000	8/23/2017	CHECK	056460	SEIU LOCAL 620	286.88CR	OUTSTND	A	0/00/0000
1-1001-000	8/23/2017	CHECK	056461	ANTHEM BLUE CROSS	4,660.14CR	OUTSTND	A	0/00/0000
1-1001-000	8/23/2017	CHECK	056462	TASC -CLIENT INVOICES	53.33CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	6,116.29CR		
				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:	6,116.29CR		
				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:** September 13, 2017

**To:** Board of Directors

**From:** Celia Ruiz, Will Serve Coordinator

**Via:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #8C:** Submittal for approval an Intent to Serve Letter to Blake Anton; 1350 16<sup>th</sup> St.; Assessor's Parcel No. 062-282-007

## Recommendation

That your Board provide direction to staff on issuing an intent to serve letter to Blake Anton; 1350 16<sup>th</sup> St.; Assessor's Parcel No. 062-282-007

## Discussion

Blake Anton submitted the attached request for an intent to serve letter on August 1, 2017. In response, staff has prepared the attached fee analysis for your Board's consideration. Staff has not identified any special concerns for the proposed development that would require any special conditions or denial of the request.

A reimbursement agreement will be required pursuant to Resolution 2015-09 for off-site improvements.

## Current Status

The owner is in process of obtaining building permits from the County. Owner has submitted for 2 new single-family residents and remodel for an existing residence on the parcel. Owner is also proposing to subdivide the parcel.

NAME OF APPLICANT	BLAKE ANTON
APPLICATION DATE RECEIVED	AUGUST 1, 2017
ADDRESS	1350 16 <sup>TH</sup> ST
ASSESSORS PARCEL NUMBER	062-282-007
TYPE OF USE	2 NEW SFR, 1 REMODEL
CONFIRMATION OF OWNERSHIP	YES
OFFSITE IMPROVEMENTS?	YES
REIMBURSEMENT AGREEMENT?	YES
PREVIOUS WILL SERVE ISSUED	NO
EXPIRATION DATE	
FEES REQUIRED	\$ 16,815.76
SSLOCS D FEE SIGN-OFF REQUIRED?	YES
FOG PROGRAM REQUIRED?	NO
SSLOCS D SIUP REQUIRED?	NO
LETTER FROM FCFA?	IN PROCESS

## Other Agency Involvement



## Oceano Community Services District

Board of Directors Meeting

The County of San Luis Obispo issues building permits for land development in Oceano. The issuance of will-serve letters and conditions of development is also coordinated with the Five Cities Fire Authority and the South San Luis Obispo County Sanitation District.

### Other Financial Considerations

Fees due before building permits.

Description	Estimate
<b><i>Service Connection Fees</i></b>	
Meter 1"	\$ 2,700.00
State Water Project/Lopez Dam Improvement Charge	\$ 2,000.00
Inspection Fee	\$ 50.00
Capacity Charges	\$ 11,015.76
<b>Total Estimated Water Fees</b>	<b>\$ 15,765.76</b>
Sewer Connection Fee	\$ 1,000.00
Inspection Fee	\$ 50.00
<b>Total Estimated Sewer Fees</b>	<b>\$ 1,050.00</b>
<b><i>Total Estimated Water and Sewer Fees</i></b>	<b><i>\$ 16,815.76</i></b>

### Results

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

Attachments:

- Intent to serve request from Blake Anton



# Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6886

## INTENT-TO-SERVE APPLICATION

1. This is an application for: **Water and Sewer**
2. SLO County Planning Department/Tract or Development No.: Parcel Map CO 05-207
3. Attach a copy of SLO County application.  
Note: District Intent-to-Serve letters expire twelve (12) months from date of issue, unless the project's County application is deemed complete.
4. Project location: 1350 16th Street.
5. Assessor's Parcel Number (APN) of lot(s) to be served: 062-282-007
6. Owner Name: Blake Anton
7. Mailing Address: 321 Cuesta Drive, San Luis Obispo, CA 93401 *1215 Tiffany Ranch Rd AG 93420*
8. Email: blakeanton@gmail.com *email intent to serve*
9. Phone: 530-220-4437 FAX: \_\_\_\_\_
- ✓ 10. Agent's Information (Architect or Engineer):  
Name: MBS Land Surveys, Attn: Leaha Magee  
Address: 3563 Sueldo Street, Unit Q  
Email: Leaha@mbslandsurveys.com  
Phone: 805-594-1960 FAX: 805-594-1966
11. Type of Project: (check box)
  - Single-family dwelling units
  - Multi-family dwelling units
  - Commercial
  - Mixed use (Commercial and Residential)



12. Site Plan:

All projects, submit full set of plans. Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable.

13. Agreement:

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

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

Comply with all District Rules and Regulations.

**Application Processing Fee.....\$ 30.00 per structure and/or separate residential unit, whichever is greater.**

Date 8/1/17 Signed Leaha Magee, Authorized Agent  
(Must be signed by owner or owner's agent)  
Print Name Blake Anton Leaha Magee

September 13, 2017

Blake Anton  
1215 Tiffany Ranch Rd  
Arroyo Grande, CA 93420

**SUBJECT: Intent to Serve Letter – Water and Wastewater Collection  
APN 062-282-007; OCSD PROJECT # 6526 OWNER/PROJECT: ANTON / 2 NEW SFR & 1 SFR  
REMODEL**

Dear Mr. Anton:

The purpose of this letter is in response to your request for a will serve letter dated August 1, 2017 and to provide you with a confirmation that it is the intent of the Oceano Community Services District (OCSD) to serve you water and provide you wastewater collections services for the project described in this letter.

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

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

Oceano Community Services District intends to serve the single-family resident's development proposed for 1350 16<sup>th</sup> St subject to the following conditions:

1. Payment of \$ 16,815.76 is due to OCSD.
2. Approval by OCSD of the following items on the project's plans and specifications submitted to the County of San Luis Obispo:
  - a. Onsite water and sewer services and cleanouts.
  - b. Offsite improvements if applicable. If off-site improvements are required, you must provide engineered plans and submit them to the District for review and approval, which may also include requirements from the FCFA and street lighting. You will also be required to execute a reimbursement agreement to cover costs of the OCSD on a time and materials basis.

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

This intent to serve letter will expire September 13, 2018 and is nontransferable. If you have any questions, please contact the office at (805) 481-6730.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

Celia Ruiz, Will Serve Coordinator



# Oceano Community Services District

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

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

**Date:** September 13, 2017

**To:** Board of Directors

**From:** Celia Ruiz, Will Serve Coordinator

**Via:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #8D:** Submittal for approval an Intent to Serve Letter to Ali Santana; 2150 Cienaga; Assessor's Parcel No. 062-117-008

## Recommendation

That your Board authorize the General Manager or his designee to send the attached Intent to Serve Letter to Ali Santana; 2150 Cienaga; Assessor's Parcel No. 062-117-008

## Discussion

Ali Santana submitted the attached request for an intent to serve letter on August 8, 2017. Staff has not identified any special concerns for the proposed development that would require any special conditions or denial of the request. A reimbursement agreement will be required pursuant to

Resolution 2015-09 for off-site improvements. In addition, the proposal is a "mixed-use" development including both residential and non-residential uses. As a result, the District engineer is evaluating the fee requirement, which will need subsequent approval by your Board. The purpose of issuing the "intent to serve letter" at this time provides the applicant with assurance that the District has an adequate water supply and allows the applicant to proceed with their next steps on County permits.

NAME OF APPLICANT	ALI SANTANA
APPLICATION DATE RECEIVED	AUGUST 8, 2017
ADDRESS	2150 CIENAGA
ASSESSORS PARCEL NUMBER	062-117-008
TYPE OF USE	MIX USE
CONFIRMATION OF OWNERSHIP	YES
OFFSITE IMPROVEMENTS?	YES
REIMBURSEMENT AGREEMENT?	YES
PREVIOUS WILL SERVE ISSUED	NO
EXPIRATION DATE	
FEES REQUIRED	TO BE DETERMINED
SSLOCS D FEE SIGN-OFF REQUIRED?	YES
FOG PROGRAM REQUIRED?	NO
SSLOCS D SIUP REQUIRED?	NO
LETTER FROM FCFA?	IN PROCESS



## **Current Status**

The owner is in process of obtaining building permits from the County. Owner is proposing a mix use development. First floor will be 1 residential and 1 retail. On second floor will be 2 residential units.

## **Other Agency Involvement**

The County of San Luis Obispo issues building permits for land development in Oceano. The issuance of will-serve letters and conditions of development is also coordinated with the Five Cities Fire Authority and the South San Luis Obispo County Sanitation District.

## **Other Financial Considerations**

The District's final fees are due before a final will-serve letter is issued and before County building permits.

## **Results**

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

### Attachments:

- Will serve request from Ali Santana



# Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6886

## INTENT-TO-SERVE APPLICATION

1. This is an application for: **Water and Sewer**
2. SLO County Planning Department/Tract or Development No.: \_\_\_\_\_
3. Attach a copy of SLO County application.  
Note: District Intent-to-Serve letters expire twelve (12) months from date of issue, unless the project's County application is deemed complete.
4. Project location: 2150 Cienega St, Oceano
5. Assessor's Parcel Number (APN) of lot(s) to be served: 062-117-008
6. Owner Name: ALI SANTANA
7. Mailing Address: 1633 Via Rubio Dr Santa Maria CA 93454
8. Email: BuilderSantana2015@Gmail.com
9. Phone: 805-598-5610 FAX: \_\_\_\_\_
10. Agent's Information (Architect or Engineer):  
Name: S. Winslow Architecture C33883  
Address: 1368 Higuera St San Luis Obispo  
Email: \_\_\_\_\_  
Phone: 805-235-4690 FAX: \_\_\_\_\_
11. Type of Project: (check box)
  - Single-family dwelling units
  - Multi-family dwelling units
  - Commercial
  - Mixed use (Commercial and Residential)

12. Site Plan:

All projects, submit full set of plans. Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable.

13. Agreement:

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

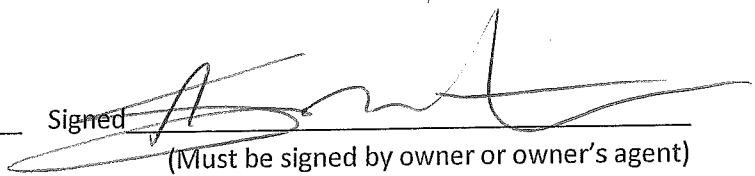
Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782.

Comply with all District Rules and Regulations.

Application Processing Fee.....\$ 30.00 per structure and/or separate residential unit, whichever is greater.

Date 8/8/17

Signed

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

Print Name ALI SANTANA

September 13, 2017

Ali Santana  
1633 Via Rubio Dr.  
Santa Maria, CA 93454

**SUBJECT: Intent to Serve Letter – Water and Wastewater Collection  
APN 062-117-008; OCSD PROJECT # 6527 OWNER/PROJECT: SANTANA / MIX USE**

Dear Mr. Santana:

The purpose of this letter is in response to your request for a will serve letter dated August 8, 2017 and to provide you with a confirmation that it is the intent of the Oceano Community Services District (OCSD) to serve you water and provide you wastewater collections services for the project described in this letter.

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

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

Oceano Community Services District intends to serve the mix use development proposed for 2150 Cienaga subject to the following conditions:

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



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

This intent to serve letter will expire September 13, 2018 and is nontransferable. If you have any questions, please contact the office at (805) 481-6730.

Respectfully submitted,

OCEANO COMMUNITY SERVICES DISTRICT

Celia Ruiz, Will Serve Coordinator



# Oceano Community Services District

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

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

**Date:** September 13, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject: Agenda Item # 9(A):** Consideration of a recommendation to approve a professional services agreement with GSI Water Solutions Inc. to prepare the 2017 Annual Report for the Northern Cities Management Area in the amount of \$35,789 plus contingencies of \$3,161 for a total contract amount of \$38,950.

## Recommendation

It is recommended that your Board approve the attached professional services agreement with GSI Water Solutions Inc. to prepare the 2017 Annual Report for the Northern Cities Management Area in the amount of \$35,789 plus contingencies of \$3,161 for a total contract amount of \$38,950.

## Discussion

The preparation of an annual report for the Northern Cities Management Area (NCMA) is required by the 2005 Settlement Stipulation for the Santa Maria Groundwater Basin. The proposal with GSI Water Solutions Inc. (GSI) is consistent with professional service contracts approved for preparation of the 2016 NCMA annual report. GSI was selected to prepare the 2016 annual report as a result of the request for proposals (rfp), which also identified that the selected firm could be utilized to cover subsequent annual reports for a total five year period (through the 2020 Annual Report).

The following is a summary of work and reporting tasks:

<p><u>Work Efforts, including:</u></p> <ul style="list-style-type: none"><li>•Groundwater Monitoring</li><li>•Groundwater Quality Testing</li><li>•Groundwater Data Analysis</li><li>•Groundwater Reporting</li><li>•Hydrological Data Compilation</li><li>•Water Demand and Availability Analysis</li><li>•Project Meetings</li><li>•Coordination with NMMA on groundwater contours</li></ul>	<p><u>Report Preparation, including:</u></p> <ul style="list-style-type: none"><li>• Summary of 2016 Groundwater Monitoring</li><li>• Changes in Groundwater Supplies</li><li>• Threats to the Groundwater Basin</li><li>• Tabulation of NCMA Water Use</li><li>• Imported Water Availability and Use</li><li>• Developed Water Availability and Use</li><li>• Groundwater Use</li><li>• SGMA Reporting</li></ul>
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### Other Agency Involvement

The Cities of Arroyo Grande, Grover Beach, and Pismo Beach are the other agencies in the Northern Cities Management Area responsible for the preparation of the annual report. Staff of all of the NCMA agencies concur on the recommendation to approve the GSI proposal.

### Other Financial Considerations

The proposed cost of \$170,426 is approximately 3% higher than the cost of preparing the 2016 annual report of \$165,462. Contract contingencies have been reduced from \$16,500 (2016) to \$15,050 (2017) and the total contract price has increased approximately 2% from \$181,962 to \$185,476. The District's share of the cost is \$38,950, as compared to \$38,212 in 2016. The District's approved budget includes a line-item cost of \$35,875. The difference of \$3,075 is not expected to require a budget adjustment since total Water Fund expenditures are anticipated to be within amounts budgeted.

The allocation of costs between NCMA agencies is based on groundwater allocations and illustrated in the following table:

Agency	Groundwater Allocation	%s	2016 Base Costs	Contingencies	Total
Oceano	900	21%	\$ 35,789	\$ 3,161	\$ 38,950
Arroyo Grande	1,323	31%	\$ 52,832	\$ 4,666	\$ 57,498
Grover Beach	1,407	32%	\$ 54,536	\$ 4,816	\$ 59,352
Pismo Beach	700	16%	\$ 27,268	\$ 2,408	\$ 29,676
<b>Totals</b>	<b>4,330</b>	<b>100%</b>	<b>\$170,425</b>	<b>\$ 15,051</b>	<b>\$ 185,476</b>

### Results

Groundwater monitoring, analysis, and reporting are important efforts that provide information necessary for the long-term appropriate management of groundwater. It will lead to improved reliability of drinking water supplies, which promotes health and safety and livable communities. Cooperating with other local agencies promotes well governed communities.

Attachments:

- ✓ GSI Professional Services Agreement with Proposal

**AGREEMENT FOR CONSULTANT SERVICES,  
PREPARATION OF THE 2017 ANNUAL REPORT FOR THE  
NORTHERN CITIES MANAGEMENT AREA  
GSI WATER SOLUTIONS, INC.**

**THIS AGREEMENT** made and entered into on \_\_\_\_\_, 2017 by and between the Oceano Community Services District, a special district, collectively hereinafter referred to as DISTRICT and GROUNDWATER SOLUTIONS, INC., dba GSI WATER SOLUTIONS, INC., hereinafter referred to as CONSULTANT.

**RECITALS**

The DISTRICT desires to retain said services of the CONSULTANT on an independent Contractor basis for preparation of the 2017 Annual Report for the Northern Cities Management Area, more specifically identified in the Proposal, Scope of Work and Fee Schedule, jointly attached as Exhibit A to this Agreement, herein referred to as the PROJECT, subject to the terms and conditions as hereinafter set forth.

Therefore, in consideration of the mutual agreements contained herein, the DISTRICT and the CONSULTANT agree as follows:

**ARTICLE I. SCOPE OF SERVICES**

The CONSULTANT shall complete said PROJECT as specified in Exhibit A, and in accordance with local, State and Federal laws.

**ARTICLE II. AUTHORIZATION AND COMMENCEMENT OF PERFORMANCE**

The services of the CONSULTANT are authorized by the DISTRICT.

**ARTICLE III. COMPENSATION AND PAYMENT**

The compensation for the services rendered by the CONSULTANT under this Agreement shall be as provided in Exhibit A. Work shall be performed on a base contract, not to exceed basis of \$170,426 in accordance with Exhibit A, with a contingency fee of \$115,050 for a total project fee of \$185,476. The DISTRICT's share, including the contingency fee, will not exceed \$38,650. The DISTRICT is solely responsible for the DISTRICT's share of the total project cost. The DISTRICT shall not be responsible for any other payment to CONSULTANT, including the proportional share of any other participating agency, whether for default, late payment, or any other complication arising from the CONSULTANT's agreements with the other participating agencies.

The CONSULTANT shall invoice the DISTRICT for the District's share on a monthly basis, and the DISTRICT will pay the CONSULTANT on a monthly basis per billings from the CONSULTANT unless otherwise identified in this agreement. The CONSULTANT will submit

invoices monthly or upon completion of a specified scope of service in accordance with the CONSULTANT's standard invoicing practices.

Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by the CONSULTANT, and will reference the CONSULTANT's invoice number.

Interest will accrue at the rate of 1% per month of the invoiced amount in excess of 30 days past the invoice date.

In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

#### **ARTICLE IV. TERM OF AGREEMENT**

The term of the agreement is set out in Exhibit A and subject to extension if circumstances necessitate it and Parties agree to it in writing. This Agreement may be terminated by either the DISTRICT or the CONSULTANT with or without any reason, upon giving thirty (30) days written notice to other party. In the event of termination, CONSULTANT shall be paid for work performed to the termination date.

Upon termination, CONSULTANT immediately shall turn over to the District any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the DISTRICT's permanent property, provided, however, CONSULTANT shall not be liable for the DISTRICT's use of incomplete materials or for the DISTRICT's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

Both parties agree to submit any claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement shall recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

#### **ARTICLE V. INSURANCE**

A. The CONSULTANT shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage, issued by a company satisfactory to the DISTRICT.

- 1) Commercial general liability insurance including a contractual liability endorsement in an amount not less than \$1,000,000 combined single limit for bodily injury and property

damage for each claimant for general liability, including a non-owned automobile endorsement;

- 2) Errors and omissions insurance to a minimum coverage of \$500,000, with neither the CONSULTANT nor listed sub-consultants having less than \$500,000 individually;
  - 3) Workers' compensation insurance in compliance with the laws of the State of California.
- B. Certificates of insurance evidencing the coverages required by the clauses set forth above shall be filed with the DISTRICT prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by the DISTRICT to compensate CONSULTANT under this Agreement.
- C. All insurance policies required by this section shall not be canceled, limited or non-renewed without first giving 30 days written notice to the DISTRICT.
- D. The CONSULTANT agrees that the commercial general liability insurance policy shall be endorsed to name the DISTRICT, its Board of Directors, officers and employees as additional insured and to provide that the coverages provided to the DISTRICT shall be primary and not contributing to or in excess of any existing the DISTRICT's insurance coverages.
- E. All insurance standards applicable to the CONSULTANT shall also be applicable to the CONSULTANT'S subconsultants. The CONSULTANT agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the DISTRICT.

#### **ARTICLE VI. INDEPENDENT CONTRACTOR/PERSONAL SERVICE**

The CONSULTANT shall perform the services hereunder as an independent contractor and shall not be considered an employee of the DISTRICT for any purposes. The CONSULTANT is not entitled to any District benefits, including PERS, unemployment compensation, health insurance, or any other benefit. Only personnel listed in Exhibit A shall perform services called for under this Agreement and shall not employ or otherwise incur an obligation to pay persons, specialists, experts, or subconsultants for services in connection with the services to be performed under this Agreement without prior written approval of the DISTRICT.

#### **ARTICLE VII. ASSISTANCE BY DISTRICT**

Subject to other provisions of this Agreement, the DISTRICT shall provide the CONSULTANT with copies of any specifications, maps, drawings, records, or other documentation, which are required by the CONSULTANT in order to perform the services specified herein. The DISTRICT shall provide all further reasonably necessary information to the CONSULTANT upon the CONSULTANT's request.

#### **ARTICLE VIII. INDEMNIFICATION**

CONSULTANT agrees to indemnify and save harmless the DISTRICT and its Board members, officers, employees and agents from:

**Third Party Claims.** Any and all claims and demands made against the DISTRICT or its Board members, officers, employees or agents by reason of any injury to or death of or damage to any person or entity, of any nature whatsoever, arising out of CONSULTANT's performance of services under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents;

**DISTRICT Property Damage Claims.** Any and all damage to or destruction of the property of the DISTRICT, its Board members, offices, employees or agents or used by or in the CONSULTANT's care, custody, or control, arising out of CONSULTANT's performance of services under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents;

**CONSULTANT Employee, Subconsultant and Agent Claims.** Any and all claims and demands which may be made against the DISTRICT or its Board members, officers, employees or agents by reason of any injury to or death of or damage suffered or sustained by any CONSULTANT employee, subcontractor or agent under this Agreement, arising out of CONSULTANT's performance under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents;

#### **ARTICLE IX. ASSIGNMENT**

This Agreement shall not be assigned by either party without the prior written approval of the other.

#### **ARTICLE X. NON-DISCRIMINATION**

The CONSULTANT will refrain from discriminatory employment actions or practices on the basis of the race, color, age, sex, sexual orientation, religious creed, national origin, or ancestry of any employee or applicant for employment.

#### **ARTICLE XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any previous agreements or understandings.

**AGREEMENT FOR CONSULTANT SERVICES,  
PREPARATION OF THE 2017 ANNUAL REPORT FOR THE  
NORTHERN CITIES MANAGEMENT AREA  
GSI WATER SOLUTIONS, INC.**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement effective as of the day and year first written above.

**OCEANO COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Board of Directors President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
DISTRICT's Legal Counsel

\_\_\_\_\_  
Date

**GSI WATER SOLUTIONS, INC.**

*Paul A. Sorensen*  
\_\_\_\_\_  
Signature

**August 28, 2017**  
\_\_\_\_\_  
Date

**Paul A. Sorensen**  
\_\_\_\_\_  
Name

**Principal Water Resources Consultant**  
\_\_\_\_\_  
Title



## Exhibit A

# EXHIBIT A

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## **REVISED PROPOSAL Northern Cities Management Area 2017 Annual Monitoring Report**

Prepared for

### **The Northern Cities Management Area Technical Group**

City of Arroyo Grande  
City of Grover Beach  
Oceano Community Services District  
City of Pismo Beach

August 7, 2017

Prepared by



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August 7, 2017

Daniel Heimel  
Northern Cities Management Area Technical Group  
c/o Water Systems Consulting, Inc.  
805 Aerovista Lane, Suite 201  
San Luis Obispo, CA 93401

**Subject: REVISED Proposal for Northern Cities Management Area 2017 Annual Monitoring Report**

Dear Mr. Heimel,

GSI Water Solutions, Inc. (GSI) is pleased to submit this revised proposal to the Northern Cities Management Area (NCMA) Technical Group (TG) for the preparation of the 2017 Annual Report. This revised proposal supersedes the original proposal previously submitted to you on July 26, 2017. The only changes in this revised proposal relate to the Fee Proposal section; the expected fee for the project was reduced slightly from the original fee estimate submitted in the July 26, 2017 version.

Thorough and accurate quarterly monitoring and annual reporting are essential to meeting the terms of the adjudication of the Santa Maria Groundwater Basin, specifically the 2005 Stipulation requirements. GSI offers the continuity of expertise and personnel to make this happen: The key GSI personnel assigned to this project include **Paul Sorensen** and **Tim Nicely**, who have performed this work on behalf of the NCMA for the past 4 years. Paul and Tim will again partner with **Sam Schaefer** at GEI Consultants, Inc. (GEI), to ensure continuity with the same comprehensive team. We will use BC Laboratories, an Environmental Laboratory Accreditation Program (ELAP)-certified analytical testing laboratory, to conduct the water quality analyses.

This proposal focuses on the scope of work needed to complete quarterly monitoring of the NCMA sentry wells and prepare the 2017 Annual Report.

Thank you for the opportunity to continue working with you and the NCMA TG.

Sincerely,  
GSI Water Solutions, Inc.

A handwritten signature in black ink that reads "Paul A. Sorensen".

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A handwritten signature in black ink that reads "Tim Nicely".

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# Statement of Understanding and Scope of Work

## Statement of Understanding

The NCMA is one of three management areas in the adjudicated SMGB. It is subject to several agreements and orders, including a Settlement Agreement (2002), Settlement Stipulation (2005), and Judgment After Trial (2008).

One of the obligations of the 2005 Stipulation requires the NCMA to produce an Annual Report. Per the stipulation, the report must summarize results of the NCMA's groundwater monitoring program, document changes in groundwater supplies, and identify threats to the groundwater resource. The report also must include a tabulation of area-wide water demand by documenting the availability and use of imported water, return flow entitlement and use, availability and use of other developed water, and groundwater extractions.

For the past 4 years, Paul Sorensen and Tim Nicely have assumed the lead roles to carry out the NCMA Annual Report projects, and we propose to continue those roles on behalf of the NCMA TG for the 2017 Annual Report. The continuity of staff will bring a familiarity and efficiency to the process that allows us to continue our established procedures for gathering and managing data, preparing the quarterly monitoring reports and Annual Reports, and providing technical expertise to the TG.

## Scope of Work

The following scope of work is based on the requirements in the 2016 Request for Proposals (RFP), as well as our experience preparing the Annual Reports and associated quarterly monitoring reports since 2010. Additionally, we are drawing on our work in other areas of the SMGB and our years of experience conducting similar work for our clients.

### Task 1.1: NCMA Groundwater Monitoring and Report Schedule

The current contract for technical services related to the 2016 Annual Report will terminate on August 31, 2017. Assuming a Notice to Proceed (NTP) and authorization of the 2017 Annual Report project will be issued on or about September 1, 2017, we will provide a detailed schedule of all tasks, anticipated meetings, and report preparation efforts within 14 days. We have included a general schedule later in this proposal; a final schedule will be prepared and submitted in mid-September.

### Task 1.2: Meetings

The NCMA TG holds monthly meetings to share data and results and foster collaboration. Paul Sorensen, GSI's project manager, will generally participate in the regularly scheduled meetings; Tim Nicely will attend in lieu of Paul if unavoidable conflicts arise. Paul will also participate in the SMGB Management Area Technical Subcommittee Meetings and the NCMA Annual Draft Report Meetings, as well as any other coordination meetings. As needed, Paul will work with the NCMA project manager to prepare agenda items and follow up on action items. Tim and Sam Schaefer will participate in various meetings throughout the year, when specifically beneficial to the project.

### Task 1.3: NCMA Groundwater Monitoring and Water Quality Sampling

The NCMA is responsible for the collection of groundwater level measurements and water quality information from the NCMA monitoring network. The GSI team will complete four rounds of water level monitoring and water quality testing. The monitoring and testing will occur quarterly (October 2017, January 2018, April 2018, and July 2018) in coordination with the County of San Luis Obispo's semiannual groundwater monitoring cycle and the NCMA municipalities' historical groundwater monitoring schedule. We have conducted this work for the past 7 years and are thoroughly familiar with the process and procedures (and, perhaps more importantly, the potential pitfalls).

During each sampling event, we will collect groundwater depth measurements in accordance with American Society for Testing and Materials (ASTM) Standard D4750-87, and groundwater water quality samples in accordance with ASTM standard D4448-1. We will use a variety of methods including low-flow methods in the case of the Oceano CSD monitoring wells. For each quarterly sampling event, field personnel will:

- Coordinate with BC Laboratories for delivery of sample bottles and arrange for a courier to ensure timely delivery of the samples to the laboratory.
- Collect synoptic field measurements of depth to water (in accordance with ASTM Standard D4750-87) from all 16 wells including:
  - 32S/12E-24B01 through -24B03 (North Beach Campground)
  - 32S/13E-30F01 through -30F03 (Highway 1)
  - 32S/13E-30N01 through -30N03 (Pier Avenue)
  - 12N/23W-36L01 and -36L02 (Oceano Dunes)
  - Four Oceano CSD monitoring wells
  - 12N/35W-32C3 (County Monitoring Well #3)
- Collect representative water samples from each of the 16 monitoring wells at 6 sites for the constituents listed in the RFP.

We will conduct sampling events as we have done previously. The project hydrogeologist will perform the sampling of the 16 wells using a combination of ISCO-type peristaltic pumps and a Grundfos RediFlo2 electric submersible pump as appropriate for each well. Each well will be purged in accordance with ASTM D4448-1 until clear water is produced and field-measured water quality parameters stabilize. . Then we will collect samples in containers with appropriate preservatives, place them in iced coolers immediately following collection, and maintain them at the appropriate temperature for transportation to BC Laboratories. We will complete chain-of-custody documentation for all samples.

As part of our standard QA/QC procedures, the project and principal hydrogeologists will review data collected from the field and laboratory reports. We will red-flag and address any data not in compliance with ASTM standards for accuracy or reliability, and collect new data as necessary. We will enter all data that satisfies our rigorous QA/QC procedures in the NCMA groundwater database. The data also will be evaluated by the rest of the GSI team (as discussed in Task 1.4) and compiled into a quarterly monitoring report for submittal to the TG.

Sensors that measure pressure (water level), temperature, and electrical conductivity are installed in several wells, including:

- 32S/12E-24B03 (North Beach Campground deep well)
- 32S/13E-30F03 (Highway 1 deep well)
- 32S/13E-30N02 (Pier Avenue deep well)
- 12N/23W-36L01 (Oceano Dunes middle well)
- 12N/23W-36L02 (Oceano Dunes deep well)
- 12N/35W-32C03 (County Monitoring Well #3)

Data from the transducers will be downloaded during quarterly monitoring. The transducers will be calibrated as needed, the data compensated for atmospheric pressure variation, and then referenced to the project elevation model. These data will be subjected to QA/QC procedures, then entered in the NCMA database.

#### Task 1.4: NCMA Groundwater Data Analysis

GSI team members will follow the same procedures and methodologies for data analysis that have been performed for the past 7 years. We will compile and review all data from quarterly groundwater measurements and laboratory analysis, as well as any applicable data collected by the County of San Luis Obispo. We also will collect and compile any data available from the NCMA agencies related to groundwater levels, well production, and water quality. The data will be evaluated and indications of potential hazards (such as well interference, water quality degradation, and seawater intrusion) will be identified. We will interpret data and will calculate and provide historical context of the Deep Well Index.

We will continue the collaborative efforts with the Nipomo Mesa Management Area (NMMA) TG to use basin-wide water level data to generate hydrographs and contour maps for the Annual Report displaying spring and fall conditions.

Representative plots of historical water quality time-series data for key constituents will be generated at wells with adequate control to show changes over time in mineral concentrations for those constituents, with special attention paid to coastal wells. The water quality data will be compiled, analyzed, and presented in various ways (time concentration plots, Schoeller diagrams, Piper diagrams, and, if appropriate, trilinear diagrams).

We will summarize all of the data and document the analysis in the quarterly monitoring report sent to the NCMA TG within 5 weeks of the end of each quarterly monitoring event, and all of the data for the calendar year 2017 will be summarized in the Annual Report.

#### Task 1.5: Hydrologic Data Compilation

Several sets of hydrologic data are essential for preparation of the Annual Report. We will use the methodology that we modified and adopted in 2015, which improved our understanding of and confidence in the rainfall and evapotranspiration data, and which subsequently improved our ability to calculate an estimated agricultural irrigation demand. Although we have been working on these Annual Reports for many years, we continue to look for ways to improve upon our data sources and

methodology to create better or more efficient analysis. If we identify areas of improvement, we will consult with the NCMA project manager and either incorporate those improvements directly in our work or suggest the changes for subsequent Annual Reports, as appropriate.

### Task 1.6: NCMA Water Demand and Availability Analysis

We will prepare a detailed analysis of water demand and availability within the NCMA. The data collection and analysis methodologies will be sufficient to determine land and water uses in the NCMA, sources of supply to meet those uses, groundwater availability, the amount and disposition of developed water supplies, and the amount and disposition of any other water supply sources within the NCMA. The approach and tabulation of results will be included in the Annual Report.

For preparation of the 2017 Annual Report, we intend to generally follow the established method that we have developed during the past several years for the NCMA monitoring program. In April 2016, however (for the 2015 Annual Report), we modified the approach to calculate applied irrigation for agricultural demand by developing a rigorous model using the Integrated Water Flow Model Demand Calculator (IDC). We believe that this methodology is much more representative of actual conditions because it accounts for specific climate conditions for the given year, soil properties specific to the area of interest, and the resulting spatial variation in evapotranspiration.

The NCMA has three major sources of water supply, which will be discussed and quantified in the 2017 Annual Report:

- **Lopez Reservoir.** All four municipalities in the NCMA receive water from Lopez Reservoir. We will compile data on the volume of the reservoir deliveries for each municipality and enter the data into the NCMA database.
- **State Water Project (SWP).** The City of Pismo Beach and Oceano CSD receive water from the SWP. Data on the volume of water delivered to these municipalities will be compiled in the NCMA database.
- **Groundwater.** NCMA records groundwater pumping data by location and volume. Non-urban domestic and agricultural groundwater pumping is estimated. These data will be compiled in the NCMA database.

### Threats to Water Supply

Identified threats to NCMA's water supply include statewide and local drought, potential reduction in amounts or reliability of SWP deliveries, the potential for declining water in Lopez Reservoir caused by drought, and seawater intrusion.

Several factors can affect availability and quality of water supplies. To understand the threats, we will track several factors and incorporate the potential threats, as appropriate:

- Local environmental issues
- Groundwater production and potential overpumping in the NMMA, with resultant implications of subsurface inflow into the NCMA
- Phased importation of supplemental supplies into the NMMA
- Land use changes

### Task 1.7: 2017 NCMA Annual Report Preparation

Our first task related to the Annual Report preparation will be to prepare a schedule that details the monitoring events, meetings, report drafts, and final report submittal (as previously described in Task 1.1 of this proposal). This schedule will be submitted to the TG within 14 days of being awarded the contract.

Within 6 weeks of the NTP, we will prepare a draft outline of the 2017 Annual Report and submit it to the NCMA TG and the water rights counsel. As is described in more detail below, we recently modified the report format and outline and, after garnering feedback from the TG, likely will use the general outline and format of the 2016 Annual Report.

Building on our experience during the past 7 years, GSI team members will prepare an Administrative Draft Annual Report for the NCMA TG. The report will be based on data collected and analysis performed as described above, on other data that may become available, and on ongoing discussions with the NCMA TG and the NCMA project manager. The general outline of the Annual Report is expected to be:

- Executive Summary
- Introduction
- Area Description
- Groundwater Conditions
  - Geology and Hydrogeology
  - Groundwater Flow
  - Groundwater Monitoring Network
  - Groundwater Levels
  - Change in Groundwater in Storage
  - Water Quality
- Water Supply and Demand
  - Water Supply
  - Water Use
- Comparison of Water Supply v. Water Demand
- Threats to Water Supply
- Management Activities

As a result of SGMA, a new component that was added to the 2016 Annual Report is the requirement to calculate a change in groundwater storage. We will likely follow the same methodology used in the 2016 Annual Report, but as the project progresses, we will assess whether there are any additional data available and whether the calculation methodology can be improved.

We recognize that other related information may be important to the NCMA TG, and we will incorporate additional information as appropriate.

We will send an electronic copy of the Administrative Draft Annual Report to the NCMA municipalities and water rights counsel at least 12 weeks before the submittal date of the final report. All



comments on this draft report will be recorded in a Comment/Response Log and incorporated into the final Annual Report.

GSI will send a draft Annual Report via e-mail to the NCMA TG 5 weeks before the submittal date of the final Annual Report. As with the Administrative Draft Annual Report, we will compile all comments on this draft report in a Comment/Response Log and incorporate them into the final Annual Report.

Before April 30, 2018, we will deliver an electronic copy of the final 2017 Annual Report to the NCMA TG and the water rights counsel. The water rights counsel then will be responsible for submitting the Annual Report to the Court.

### Task 1.8: SGMA Report Preparation and Submittal

New in 2016 was an obligation to submit an online report and attendant data pursuant to the requirements of SGMA. As discussed earlier, the most significant impact that this new requirement has on the normal NCMA reporting process is the need to calculate change in groundwater in storage. Additionally, the deadline for SGMA reporting is April 1 of each year, which is a full month earlier than the deadline to submit the Annual Report. We will take into account the SGMA reporting deadline while compiling and analyzing the Annual Report data. We will be responsible for submitting the data and complying with the SGMA reporting process by March 30, 2018 through the DWR website.

## Schedule

Meeting the NCMA's schedule is a top priority for the GSI team. We have done so for the past 4 years without missing any of the deadlines, and we fully intend to continue that punctuality as we move forward. We will adhere strictly to the schedule outlined in the RFP through close management of the team and communication and coordination with the NCMA project manager, NCMA members, and the County of San Luis Obispo. Should any schedule deviation occur, the GSI team will address it immediately and convey a solution to the NCMA project manager.

A general schedule is outlined on the following page. We will provide a more detailed schedule of all tasks, anticipated meetings, and report preparation efforts within 14 days of the NTP, and we will prepare and submit a detailed report outline within 6 weeks of the NTP.

Event	Milestone/ Work Product	Anticipated Date(s)
Notice to Proceed		09/01/2017
TG Meetings		Monthly, every 2 <sup>nd</sup> Monday
Submittal to TG Committee	Detailed project schedule	09/15/2017
Submittal to TG Committee	Detailed draft report outline	10/13/2017
Groundwater Monitoring and Sampling Events	Data Collection..... Q4 report.....	10/10-12/2017 11/16/2017
	Data Collection..... Q1 report.....	01/09-11/2018 02/15/2018
	Data Collection..... Q2 report.....	04/10-12/2018 05/17/2018
	Data Collection..... Q3 report.....	07/10-12/2018 08/16/2018
NMMA and SMVWA coordination		TBD
Draft Water Level Contour Maps to TG	April 2017 and October 2017 Water Level Contour Maps	01/05/2018
Administrative Draft Annual Report	Admin Draft Annual Report to TG and water rights counsel	02/02/2018
	Comments back from TG	02/23/2018
Draft Annual Report	Draft Annual Report to TG .....	03/16/2018
	Comments back from TG .....	03/29/2018
SGMA Report	Submit online SGMA report to DWR	03/30/2018
Final Annual Report	Final Annual Report submitted to TG and counsel	04/27/2018

## Fee Proposal

We will provide the services described above on a time and materials basis, with a **not-to-exceed base project fee of \$170,426**. This project fee is the same fee amount identified in our initial proposal to the TG for the 2016 Annual Report. The fee for the 2016 Annual Report was \$165,462. The 2017 Annual Report project fee includes a nominal (3%) increase over the 2016 Annual Report project costs to incorporate a 3% GSI fee schedule increase

For the 2016 Annual Report project, the NCMA agencies opted to include a 10% Technical Contingency Fee to the base cost of the project work. For 2017, a Technical Contingency Fee of \$15,050 is suggested (8.8% of base project fee), thus the **total project cost, including base project fee of \$170,426 plus Technical Contingency Fee of \$15,050, will not exceed \$185,476**.

The following tables provide a cost breakdown by task, as well as details about associated expenses. Further detail about our proposed fee is available upon request.

Description	Labor Costs		Expenses	Subtotal
	GSI	GEI		
<b>Task 1.1:</b> Groundwater Monitoring and Report Schedule	\$720	-	-	\$720
<b>Task 1.2:</b> Meetings	\$19,020	\$2,724	\$1,125	\$22,869
<b>Task 1.3:</b> Groundwater Monitoring and Water Quality Sampling	\$35,080	-	\$27,287	\$62,367
<b>Task 1.4:</b> Groundwater Data Analysis	\$15,100	-	-	\$15,100
<b>Task 1.5:</b> Hydrologic Data Compilation	\$4,425	\$6,356	-	\$10,781
<b>Task 1.6:</b> Water Demand and Availability Analysis	\$9,000	\$5,448	-	\$14,448
<b>Task 1.7:</b> Annual Report Preparation	\$30,554	\$1,816	\$250	\$32,620
<b>Task 1.8:</b> SGMA Report Preparation and Submittal	\$11,520	-	-	\$11,520
<b>Subtotal</b>	<b>\$125,419</b>	<b>\$16,344</b>	<b>\$28,663</b>	<b>\$170,426</b>
<b>Technical Contingency Fee</b>				<b>\$15,050</b>
<b>Total Project Cost</b>				<b>\$185,476</b>

Expense Details Per Task				
Task	Expenses	Rate	Quantity	Total
<b>Task 1.2</b>	Mileage	\$0.535/mile	2100	<b>\$1,125</b>
<b>Task 1.3</b>	Water Quality Analysis	\$4,488/event	4	\$19,747 (includes 10% markup)
	Truck	\$150/day	12	\$1,800
	Generator and Pump Rental	\$800/event	4	\$3,520 (includes 10% markup)
	Field Crew per diem	\$185/day	12	\$2,220
			Total Task 1.3:	<b>\$27,287</b>
<b>Task 1.7</b>	Report Production	-	-	<b>\$250</b>

Note: No other tasks have associated expenses.

The cost of the work will be prorated among the NCMA group pursuant to the normal cost sharing agreement based on the fraction of groundwater allocation. The pro-rata basis for project fee cost-sharing is shown below:

	NCMA 2017 Annual Report Cost Breakdown (plus contingency)	Fraction
Arroyo Grande	\$57,498.	0.31
Grover Beach	\$59,352.	0.32
Oceano CSD	\$38,650.	0.21
Pismo Beach	\$29,676.	0.16
<b>Total</b>	<b>\$185,476</b>	<b>1.00</b>

### Preparation of the 2018-2020 NCMA Annual Reports

The GSI team appreciates the opportunity to provide groundwater monitoring, water quality analysis, preparation of quarterly monitoring reports, preparation of the Annual Report, and submittal of the SGMA reporting requirements to DWR, as well as provide technical support services for the preparation of the 2018-2020 Annual Reports. We propose to use the approach outlined in Tasks 1.1 through 1.8 above. If any changes in the reporting process occur in any one year, we will review each specific task description with the NCMA project manager and the TG in June of each subsequent year so as to incorporate the changes that would improve the quality of the evaluations or the efficiency of the process. For planning purposes, we expect the level of effort in subsequent years will be roughly equivalent to the current effort proposed for the 2017 Annual Report, plus any nominal cost-of-living increase (typically 3% to 5%) as reflected in our fee schedule.



# Oceano Community Services District

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

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

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**Date:** September 13, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item # 9(B): Consideration of a recommendation to approve a Utility Agreement with the County of San Luis Obispo in conjunction with the County's Airpark Drive Bridge Replacement project, approve a budget adjustment and payments in the amount of \$110,000, authorize the General Manager to file a Notice of Exemption pursuant to the California Environmental Quality Act, and provide direction on alternative bidding procedures.**

## Recommendation

It is recommended that your Board:

1. Approve the attached Utility Agreement with the County of San Luis Obispo relating to the County's Airpark Drive Bridge Replacement project and direct the President to execute with any final non-substantive changes that may be edited and approved by legal counsel.
2. Approve a Budget Adjustment in the amount of \$46,000 increasing Water Fund expenditures; in the amount of \$69,000 increasing Sewer Fund Expenditures; and authorizing payments to the County of San Luis Obispo in total of \$115,000.
3. Authorize the General Manager to file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Clerk Recorder.
4. Authorize the General Manager to bid permanent utility relocation work pursuant to the California's Uniform Public Construction Cost Accounting Act.

## Discussion

The County is preparing to replace the old timber bridge on Airpark Drive and is requiring the District to relocate utilities within the County right of way. Previously, your Board approved similar actions for utility relocations needed as a result of other County road projects including the asphalt overlay



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project constructed in early 2016 and the Highway One Drainage project approved earlier this year. In most situations when the County is reconstructing a road, bridge or related project, the utilities that are located within the County's road rights-of-way must be relocated to conform to County design specifications - at the utility owners expense. The County's Airpark Drive Bridge Replacement project requires the District to relocate certain existing water and wastewater infrastructure which conflict with the County's project design.

In summary, the attached agreement has been negotiated with the County so that the District's utility modifications can be included in the scope of work for the County's bridge project. The agreement provides that the temporary relocation of facilities during the construction period shall be included in the County's contract since the work must be done concurrent with bridge work. Conversely, the agreement provides the District with the ability to alternatively bid the permanent relocation work, or, to have the work performed by the County contractor. Obtaining alternative bids will help ensure competition. Actual costs will depend on contractor bids and the budget adjustment, and potential payment to the County, is subject to change.

### **Other Agency Involvement**

The General Manager will file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Clerk Recorder.

### **Other Financial Considerations**

The budget adjustment will result in water and sewer fund reserve cancellations in the amounts of \$46,000 and \$69,000, respectively. The remaining reserve balances for each fund will be \$957,175 (water) and \$819,443 (sewer).

### **Results**

Coordination of work with the County on the required utility modifications will help to ensure that the District is proceeding in a cost effective manner and promotes well governed communities.

Attachments: Utility Agreement with County of San Luis Obispo

## REIMBURSEMENT AGREEMENT

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

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

### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

**NOW, THEREFORE**, the Parties hereto agree as follows:

A. Recitals

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

B. District's Responsibility for the Relocation Work

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



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

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

C. Preconstruction Work

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

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

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

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

D. Required Deposit of Funds by District

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

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

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

E. Award of County Project Construction Contract

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

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

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

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

F. Adjustments To Deposit Amount

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

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

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

G. Construction of Relocation Work

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

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

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

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

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

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

#### H. District Reimbursement of County Costs

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



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

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

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

J. General Provisions

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

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

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

-Or-

Email Delivery  
[dflynn@co.slo.ca.us](mailto:dflynn@co.slo.ca.us)  
[pwd@co.slo.ca.us](mailto:pwd@co.slo.ca.us)  
[kimmel@co.slo.ca.us](mailto:kimmel@co.slo.ca.us)

Or Facsimile (Fax)805 781-1229

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

First Class Mail Delivery  
Oceano Community Services District  
1655 Front Street

Oceano, CA 93445  
Attn: Paavo Ogren, General Manager

-Or-

Email Delivery  
[paavo@oceanocsd.org](mailto:paavo@oceanocsd.org)  
[office@oceanocsd.org](mailto:office@oceanocsd.org)

Or Facsimile (Fax)805 481-6836

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

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

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

Oceano Community Services District

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
Clerk of the District

DATE: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

BY: \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of San Luis Obispo  
State of California

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
County Clerk and Ex-Officio Clerk  
of the Board of Supervisors  
County of San Luis Obispo  
State of California

DATE: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT**

RITA NEAL  
COUNTY COUNSEL

BY: \_\_\_\_\_  
Deputy County Counsel

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
District Counsel

DATE: \_\_\_\_\_



## Oceano Community Services District

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

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

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**Date:** September 13, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(C): Review of the County's 2015-2019 Consolidated Plan and the Little Hoover Commission's Report on Special Districts with staff direction as your Board deems appropriate**

### **Recommendation**

It is recommended that your Board review and discuss the County's 2015-2019 Consolidated Plan and the Little Hoover Commission's Report on Special Districts and provide staff direction as your Board deems appropriate .

### **Discussion**

The County's 2015-2019 Consolidated Plan and the Little Hoover Commission's Report on Special Districts are attached as addendums to the agenda package. The reports are provided for Board review and discussion based on specific recommendations included in the reports affecting special districts, including the District.

The County's 2015-2019 Consolidated Plan affects special districts in San Luis Obispo County and has had the apparent effect of eliminating policy support for public facilities owned and operated by special districts. Reference is made to the Community Development Block Grant (CDBG) discussion on page 78 of 95 in the Consolidated Plan, which is included as an addendum to the agenda due to the size of the document. The discussion includes strategies to reduce funding for public service projects, and instead recommends use of General Funds. Nevertheless, on April 11, 2017 the County apparently increased CDBG funding for the County costs on the Oceano Drainage Project (instead of using County General Funds) while denying the District's request to help fund utility relocations on the same project that are being mandated by the County at the District's cost.

The Little Hoover Report is also attached as an addendum to the agenda and includes statewide recommendations for special districts. Overall, the report recognizes that special districts "are essential local institutions" and that although "it is the State's 482 cities and 58 counties that attract all



the media and social media attention with their noisy, divisive issues and controversial political campaigning... it is the quiet, below-the-radar special districts where most of the grunt work and local governing of California gets done.”

The following recommendations are included in the report:

- The legislature should require every special district to have a published policy for reserve funds, including the size and purpose of reserves and how they are invested.
- The State Controller’s Office should standardize definitions of special district financial reserves for state reporting purposes.
- The legislature should require every special district to have a website.
- The California Special District’s Association, working with experts in public outreach and engagement, should develop best practices for independent special district outreach to the public on opportunities to serve on boards.
- Various recommendations relating to climate change.

## **Other Agency Involvement**

The County of San Luis Obispo allocates CDBG funds for unincorporated communities.

## **Other Financial Considerations**

n/a

## **Results**

Reviewing state and county policies affecting special districts helps to ensure that the District can align recommendations with other agencies and promote a well governed community.



# Oceano Community Services District

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

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

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**Date:** September 13, 2017

**To:** Board of Directors

**From:** Paavo Ogren, General Manager

**Subject:** **Agenda Item #9(D): Informational Workshop on Post-Drought reduction in Water Consumption Rates with Board direction for a hearing on October 11, 2017**

## **Recommendation**

It is recommended that your Board review and discuss water fund revenue information in preparation for a hearing scheduled on October 11, 2017 and provide direction to staff as you deem appropriate.

## **Discussion**

On July 26, 2017 your Board set a hearing for October 11, 2017 to consider a reduction in water rate "consumption charges" pursuant to Ordinance 2015-01, which established the District's existing charges for water service in accordance with Proposition 218. Within Ordinance 2015-01, several different types of charges were established. As examples, "base rates" exist that vary with meter size and number of residential units served, and "out of district" charges exist for those customers who are provided service outside the District boundaries. The District's service charges also include "consumption charges," which were established at higher rates during the drought, and are intended to decrease as water consumption increases in a post-drought environment. The primary goal of transitioning to post drought consumption charges is to maintain "revenue neutrality."

The attached analysis and graphs have been prepared to provide a basis for considering how to reduce the consumption charges. Attachment "A" illustrates the revenue targets versus actual revenues during fiscal years 2015-16 and 2016-17. Overall, and as previously reviewed with your Board, actual revenues were lower than targets because water conservation was greater than the 20% factor used to develop the consumption charges. Attachment "E" illustrates that the revenue shortfall in 2015-16 was \$(121,003) and in 2016-17 was \$(80,828). In both years, costs savings covered the revenue shortfalls.

Attachment "B" illustrates revenues that were billed for the May-July billing periods in 2015, 2016 and 2017. The July 2015 billing period was the first after the rate increase (adopted in April 2015) and it also coincided with the Governor's mandate for state-wide water conservation. Not surprisingly, the July 2015 billing period also resulted in the greatest revenue shortfall. Actual revenues in the July 2016 billing period were closer to targets, and in July 2017, actual revenues slightly exceeded the target. In summary, the community has reduced its



## Oceano Community Services District

Board of Directors Meeting

conservation efforts, but consumption has not increased to pre-drought levels. Indeed, conservation is continuing and now appears to be relatively close to the 20% target established during the drought.

Attachment "C" provides an analysis of the "simulated" revenue shortfall that would have resulted in the July 2017 billing period if consumption charges had already been reduced. The following table summarizes the analysis.

	100% Transition to Post Drought Charges	50% Transition to Post Drought Charges	25% Transition to Post Drought Charges
July 2017 Projected Revenue Shortfall	\$ (58,061)	\$ (27,394)	\$ (12,181)
Annual Projected Revenue Shortfall	\$ (310,983)	\$ (146,727)	\$ (65,241)

Ordinance 2015-01 provides for a three year transition period for the post-drought consumption charges. As a result, one option for the October 11, 2017 public hearing is to defer the reduction in consumption charges and to continue to monitor actual consumption in order to help ensure that the goal of revenue neutrality is met as best as possible. A second option is to adopt a partial reduction in consumption charges while recognizing that some risk of revenue shortfalls will exist. It may be likely that water consumption continues to increase, and that the actual revenue shortfalls are not as great as projected. Additionally, staff can provide revenue and consumption information relating to the September 2017 billing period on the agenda of the next regular Board meeting scheduled for September 27, 2017 to identify if any trends are developing that can be relied upon for Board determinations on October 11th.

### Other Agency Involvement

n/a

### Other Financial Considerations

In addition to the analysis previously described, Attachment "D" provides the water revenue billing history since Ordinance 2015-01 was adopted.

Lastly, Attachment "E" provides an analysis of revenue variances for fiscal years 2015-16 and 2016-17, which totaled a two-year shortfall in revenues of approximately \$(200,000). Attachment "E" also illustrates the difference between the 2017-18 revenue target based on Ordinance 2015-01 versus the adopted 2017-18 budget. The budget estimates were originally approved as part of the two-year budget adopted August 2016 and include an estimate for the cost of State Water that increased as a result of acquiring drought buffer water. State Water costs have not, however, increased overall and therefore the revenue targets reflect the lower level of State Water costs and less overall revenues. While these two factors offset each other for overall budget





# Oceano Community Services District

Board of Directors Meeting

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purposes, the revenues and expenditures in the Water Fund should both be reduced by approximately \$60,000 during the first quarter budget update.

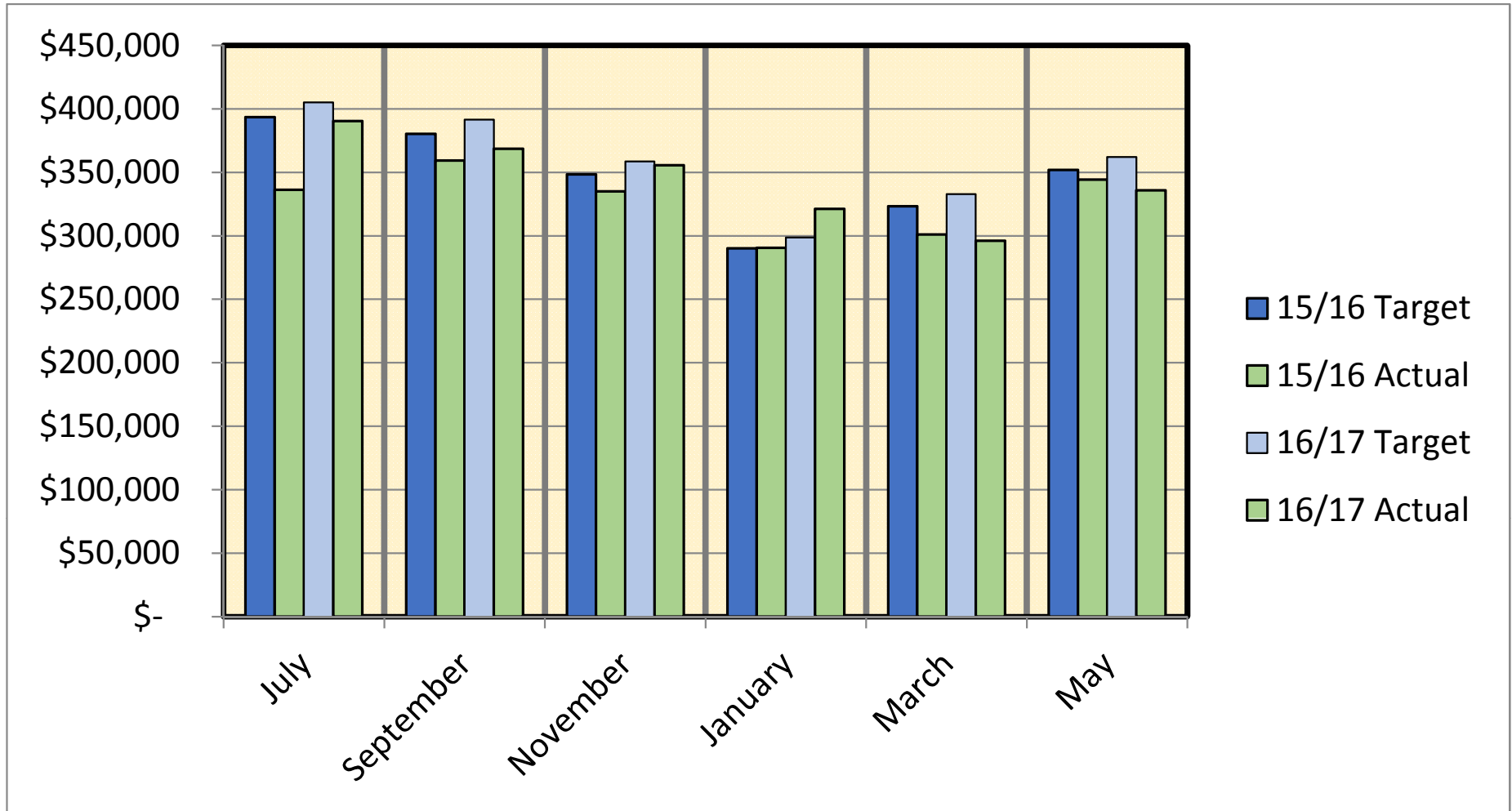
## Results

Reviewing the District's water revenues helps to ensure that upcoming decisions to transition to post-drought promotes revenue neutrality and community changes in water consumption.

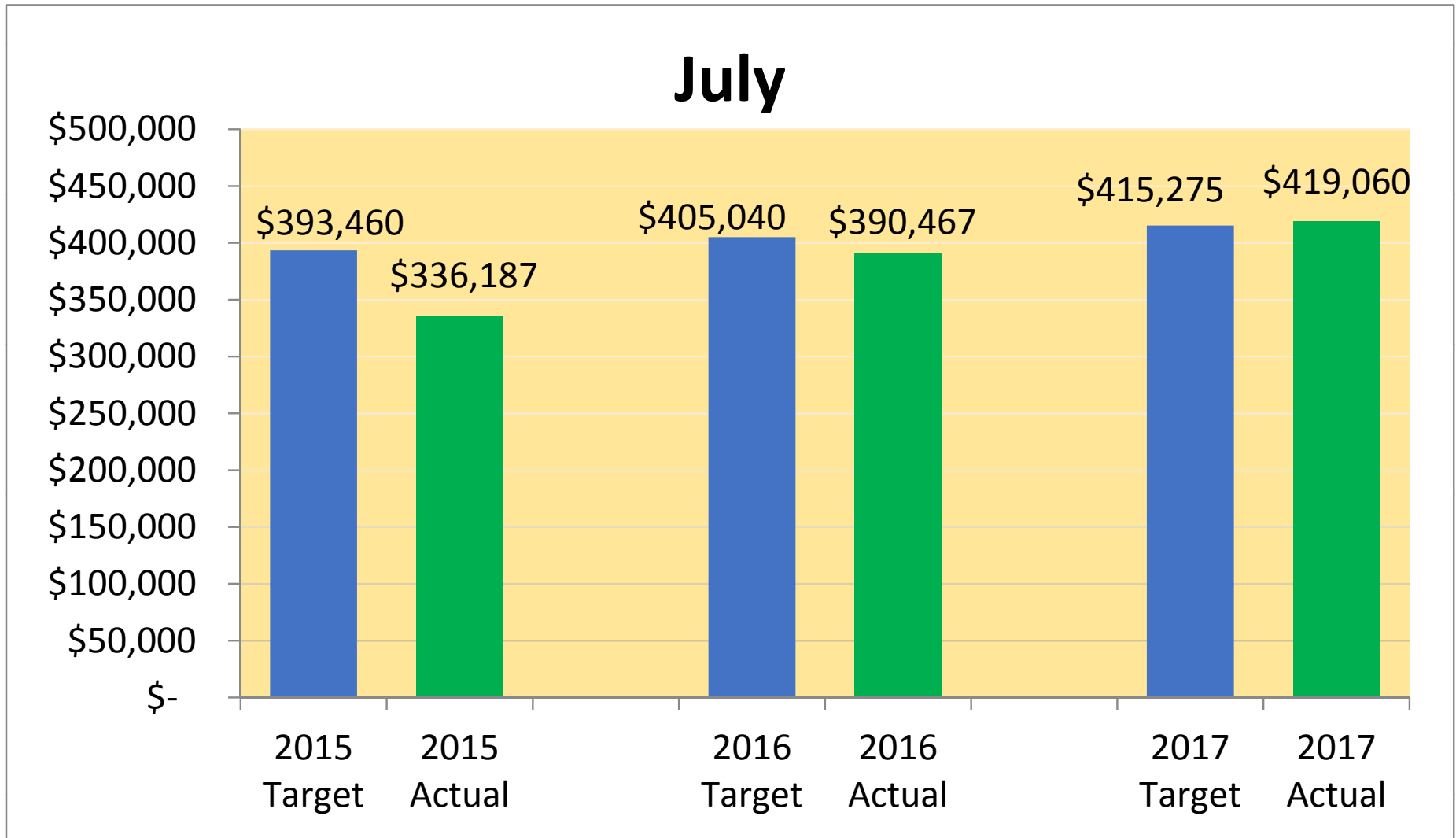
### Attachments:

- "A" - Revenue Targets vs. Actual (Fiscal Years 2015-16 & 2016-17)
- "B" - July Billing (2015, 2016, 2017)
- "C" - Water Rate Analysis
- "D" - Summary of Billing (since adoption of Ordinance 2015-01)
- "E" - Revenue Variances and Ordinance 2015-01 Targets

**Oceano CSD  
Revenue Targets vs. Actual  
Fiscal Years 2015/16 2016/17**



Oceano CSD  
July Comparisons



**Oceano Community Services Distri**  
**Water Rate Analysis**  
**September 13, 2017**

	<u>Bi-Monthly</u> <u>2017 Rates</u>	<u>Post Drought</u> <u>Rates</u> <u>(Updated)</u>	<u>Difference</u> <u>(Reduction)</u>	<u>50%</u> <u>Transition</u>	<u>25%</u> <u>Transition</u>
<b>Original Drought Emergency Rates:</b>					
Residential Base Rate (Bi-monthly)	\$48.58	\$ 48.58	\$0.00	0	0
Non-Residential Base Rates					
5/8ths	\$54.25	\$ 54.25	\$0.00	0	0
3/4	\$66.04	\$ 66.04	\$0.00	0	0
1	\$101.03	\$ 101.03	\$0.00	0	0
1&1/2	\$182.50	\$ 182.50	\$0.00	0	0
2	\$283.47	\$ 283.47	\$0.00	0	0
3	\$451.07	\$ 451.07	\$0.00	0	0
4	\$766.26	\$ 766.26	\$0.00	0	0
6	\$1,194.68	\$ 1,194.68	\$0.00	0	0
Consumption Rates (per unit) by Tier					
Tier 1      0-6 units	\$0.00	\$ -	\$0.00		
Tier 2      7-12 units	\$3.41	\$ 2.36	(\$1.05)	\$2.89	\$3.15
Tier 3      13-18 units	\$3.78	\$ 2.63	(\$1.16)	\$3.20	\$3.49
Tier 4      19-24 units	\$4.20	\$ 3.10	(\$1.10)	\$3.65	\$3.92
Tier 5      24+ units	\$4.41	\$ 3.31	(\$1.10)	\$3.86	\$4.13
Lopez Supplemental Charge (per unit)	\$1.66	\$ 1.32	(\$0.33)	\$1.49	\$1.57
<b>May - July 2017 Simulated Shortfall</b>		<b><u>\$ (58,061)</u></b>		<b><u>\$ (27,394)</u></b>	<b><u>\$ (12,181)</u></b>
<b>Annual Projected Shortfall</b>		<b><u>\$ (310,983)</u></b>		<b><u>\$ (146,727)</u></b>	<b><u>\$ (65,241)</u></b>

**Oceano Community Services District**  
**Summary of Billing**  
**September 13, 2017**

BILLING PERIOD	Account 100 Water Charges	% by Billing Period	Account 150 Lopez Charges	% by Billing Period	Total Water Sales	% by Billing Period
<b>REVENUE TARGETS (ORDINANCE 2015-01)</b>						
1-Jul	\$ 306,975	18.67%	\$ 86,485	19.50%	\$ 393,460	18.85%
1-Sep	\$ 297,391	18.09%	\$ 82,839	18.68%	\$ 380,230	18.22%
1-Nov	\$ 274,693	16.71%	\$ 73,676	16.62%	\$ 348,369	16.69%
1-Jan	\$ 232,725	14.16%	\$ 57,411	12.95%	\$ 290,136	13.90%
1-Mar	\$ 255,744	15.56%	\$ 67,614	15.25%	\$ 323,358	15.49%
1-May	\$ 276,427	16.81%	\$ 75,376	17.00%	\$ 351,803	16.85%
	\$ 1,643,955	100.00%	\$ 443,401	100.00%	\$ 2,087,356	100.00%
<b>ACTUAL REVENUES - Billing Periods in Fiscal Year 2015-16</b>						
Jul-15	\$ 263,681	17.00%	\$ 72,506	17.45%	\$ 336,187	17.10%
Sep-15	\$ 279,405	18.02%	\$ 79,924	19.23%	\$ 359,329	18.27%
Nov-15	\$ 264,093	17.03%	\$ 70,878	17.06%	\$ 334,971	17.04%
Jan-16	\$ 232,675	15.00%	\$ 57,855	13.92%	\$ 290,531	14.78%
Mar-16	\$ 240,091	15.48%	\$ 60,895	14.65%	\$ 300,986	15.31%
May-16	\$ 270,832	17.46%	\$ 73,517	17.69%	\$ 344,349	17.51%
	\$ 1,550,778	100.00%	\$ 415,575	100.00%	\$ 1,966,353	100.00%
<b>ACTUAL REVENUES - Billing Periods in Fiscal Year 2016-17</b>						
Jul-16	\$ 305,447	18.77%	\$ 85,020	19.29%	\$ 390,467	18.88%
Sep-16	\$ 287,947	17.69%	\$ 80,661	18.30%	\$ 368,608	17.82%
Nov-16	\$ 278,409	17.11%	\$ 77,288	17.54%	\$ 355,697	17.20%
Jan-17	\$ 253,887	15.60%	\$ 67,374	15.29%	\$ 321,261	15.54%
Mar-17	\$ 237,038	14.57%	\$ 59,148	13.42%	\$ 296,186	14.32%
May-17	\$ 264,566	16.26%	\$ 71,171	16.15%	\$ 335,738	16.24%
	\$ 1,627,293	100.00%	\$ 440,662	100.00%	\$ 2,067,956	100.00%
<b>ACTUAL REVENUES - Billing Periods in Fiscal Year 2017-18</b>						
Jul-17	\$ 323,448		\$ 95,612		\$ 419,060	
Sep-17						
Nov-17						
Jan-18						
Mar-18						
May-18						
	\$ 323,448		\$ 95,612			

**Oceano Community Services District**  
**Revenue Variances and Ordinance 2015-01 Targets**  
**September 13, 2017**

	<u>Budget</u>		<u>Ordinance 2015-01 Target</u>		<u>Budget v. Target</u> <u>Difference</u>	<u>Actual</u>	<u>Revenue</u> <u>Variances</u>
Fiscal Year 2015-16							
Water Sales	\$1,643,956		\$1,643,956		\$0	\$1,550,778	(\$93,178)
Lopez Charges	\$443,400		\$443,400		\$0	\$415,575	(\$27,825)
Total	<u>\$2,087,356</u>		<u>\$2,087,356</u>		\$0	\$1,966,353	(\$121,003)
Fiscal Year 2016-17							
Water Sales	\$1,685,976	1.026%	\$1,685,976	1.026%	\$0	\$1,627,293	(\$58,683)
Lopez Charges	\$462,808	1.044%	\$462,808	1.044%	\$0	\$440,662	(\$22,146)
Total	<u>\$2,148,784</u>		<u>\$2,148,784</u>		\$0	\$2,067,956	(\$80,828)
Fiscal Year 2017-18							
Water Sales	\$1,789,070	1.061%	\$ 1,726,355.13	1.024%	(\$62,715)		
Lopez Charges	\$474,378	1.025%	\$ 476,738.52	1.030%	\$2,361		
Total	<u>\$2,263,448</u>		<u>\$ 2,203,093.65</u>		(\$60,354)		



## Oceano Community Services District

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

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

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**Date:** September 13, 2017

**To:** Board of Directors

**From:** Carey Casciola, Business and Accounting Manager  
Paavo Ogren, General Manager

**Subject:** **Agenda Item #9E: Consideration of Recommendations to Approve Write-Off of Utility Bills and Notice in The Tribune the Customer Credits over 3 years old.**

### Recommendation

It is recommended that your Board:

1. Approve writing-off the unpaid service charges and ACH credits specified in Attachment "A."
2. Direct staff to publish a notice as required by Government Code Section 50050 and establish November 15<sup>th</sup>, 2017 as the final date for an individual to claim their money relating to customer credits, specified in Attachment "A," that are over 3 years old.

### Discussion

Annually, your Board approves collection of delinquent utility bills on property tax bills in accordance with Government Code Section 61115(b). In addition, other accounts that are delinquent could not be placed on property tax bills because the property was sold and the current owners are not responsible for the prior owners' delinquent accounts. Formal approval by your Board is needed to write-off the uncollectible accounts.

The accounts listed in Attachment "A" substantially represent those delinquent accounts that could not be collected on property tax bills over the past 5 years, which total \$9,324.62. Historically, the District has not pursued collection of these delinquent accounts through a collection agency or other means since the annual amounts are relatively insignificant in comparison to annual revenues. For example, in 2016-17 the District generated approximately \$2,400,000 in utility revenues and the proposed write-off for 2016-17 is \$1,027.15, or 0.04% (four one hundredth of 1%).

In contrast to other types of operations, the collectability of the District's utility bills are relatively certain since water service is terminated if bills are not paid in a timely manner. Board discussion of



utilizing a collection agency for the uncollectible accounts relating to prior owners can be considered although it has not been a past practice of the District.

In future years, staff is intending on submitting the uncollectible accounts to your Board during the normal annual process when the Board considers approval of the delinquent accounts that can be collected on property tax bills. By doing so, the District's utility billing records will be brought up to date prior to the annual audit.

During recent annual audits, the delinquent accounts have nevertheless been addressed and recorded in the District's accounting records through an "allowance for doubtful accounts." Revenues are correspondingly reversed during the audit due to the uncollectible nature of the items. In summary, although the delinquent accounts have not been formally written-off by the Board on an annual basis, the audit has addressed them and made appropriate accounting adjustments.

Attachment "A" also includes \$996.70 in delinquent accounts that resulted from automatic payments that were rejected by the bank. The affected accounts were included in the District's list of "ACH" transactions, which provides District customers with the option of having payments withdrawn automatically from their bank account. The bank's notification to the District on these specific items had been set up by a prior employee as an "email notification only" option. In contrast to other rejected notifications, such as "insufficient funds" relating to normal checks, the District receives a hard-copy notification in the mail. In February 2017, District staff identified the discrepancy in the notification process and is now obtaining both hard-copies in the mail as well as electronic notifications to help to ensure that rejected ACH payments are identified and customers are notified in a timely manner. Since the District customers were not notified in a timely manner due to the notification error, the recommendation is for the Board to approve these "one-time" write-offs.

Lastly, Attachment "A" identifies "customer credits," which represent customers that have overpaid their utility bill and have then moved from the property. The District does not have the forwarding address for these customers and their credits remain with the District. Government Code Section 50050 – 50053 establishes requirements for unclaimed money held by a local agency. It states that the money is not the property of the local agency until it has been over 3 years and the local agency has posted a notice in the newspaper of general circulation once a week for the two successive weeks. If the money is not claimed after being noticed, the money becomes property of the District and is moved into revenues. Attachment "A" identifies the closed accounts with customer credits that are past 3 years old for a total of \$566.45, and which will need to be claimed by November 15th. The





district, upon board approval, is to notice in the Tribune for two consecutive weeks of the accounts that are over 3 years old before claiming these credits as revenue.

### **Other Agency Involvement**

n/a

### **Other Financial Considerations**

n/a

### **Results**

Writing off uncollectible customer accounts promotes transparency and helps to ensure that accounting adjustments for audit purposes coincides with Board consideration of delinquent accounts.

Attachments:

- Attachment "A" – List of Unpaid Customer Accounts

# Oceano Community Services District

## Unpaid Service Charges

September 13, 2017

### Unpaid Service Charges

FY 2012-13	\$ 1,719.12
FY 2013-14	\$ 1,799.39
FY 2014-15	\$ 3,181.33
FY 2015-16	\$ 1,597.63
FY 2016-17	\$ 1,027.15
Total	<u>\$ 9,324.62</u>

**Current Items "In Collections"** \$ 223.36

### **Customer Credits - Closed Accounts > 3 Years**

FY 2010-11	\$ 92.64
FY 2011-12	\$ 210.80
FY 2012-13	\$ 203.22
FY 2013-14	\$ 59.79
	<u>\$ (566.45)</u>

### **Customer Credits - Closed Accounts < 3 Years**

FY 2014-15	\$ 308.00
FY 2015-16	\$ 472.72
FY 2016-17	\$ 129.78
	<u>\$ (910.50)</u>

**Total - Tyler Account Balance Report** \$ 8,071.03

**ACH Credits** \$996.70

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE			REVENUE DISTRIBUTION			
01-00215-04	COLEMAN, DOUGLAS 2568 PAUL PL	FINAL	61.45	100-WATE 400-CN	32.32 0.97	150-LOPE 700-PENA	15.65 0.77	200-SEWE 701-DHFE	7.88 3.86
01-00304-04	HELBERG, LEON 2557 PAUL PL	FINAL	32.40	100-WATE 250-SD	17.14 8.40	150-LOPE	1.55	200-SEWE	5.31
01-00394-04	GERARDO ZEPEDA 651 LA VISTA	FINAL	152.86	100-WATE 410-NEWA 705-RECF	112.83 30.00 0.63	150-LOPE 700-PENA	3.73 5.10	400-CN 701-DHFE	0.05 0.52
01-00394-05	GONZALEZ REAL ESTATE GROUP 651 LA VISTA	FINAL	104.34	100-WATE	70.14	150-LOPE	34.20		
01-00402-07	VEGA, CARLOS & TARA 1220 THE PIKE	FINAL	85.76	100-WATE	69.80	150-LOPE	15.96		
01-00412-08	ROBERTS, SUZANNE 640 LANCASTER	FINAL	41.34-	996-UAC	41.34-				
01-00464-04	HALLDIN, MARTIN D 671 LANCASTER	FINAL	51.89	100-WATE	39.06	150-LOPE	12.83		
01-00464-05	TABATA, JOHN 671 LANCASTER	FINAL	0.49-	999-REF	0.49-				
01-00500-02	BLAIR, CHRISTINE 631 TIERRA	FINAL	73.64	100-WATE	62.35	150-LOPE	11.29		
01-00554-03	WOOD, DEVON 681 DEL SOL	FINAL	62.00-	996-UAC	62.00-				

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE		REVENUE DISTRIBUTION				
01-01330-02	MANKINS, MARYALICE 1356 23RD ST	FINAL	5.00-	999-REF	5.00-				
01-01330-03	WOODLAND, RON 1356 23RD ST	FINAL	45.55	100-WATE 400-CN	23.86 1.05	150-LOPE 700-PENA	6.53 0.93	200-SEWE 701-DHFE	8.51 4.67
01-01395-07	SWANSON, MICHAEL JOHN 1367 22ND ST	FINAL	24.62	100-WATE 250-SD	11.18 7.43	150-LOPE	1.14	200-SEWE	4.87
01-01776-02	FOSTER, RUSSEL 1377 21ST CT	FINAL	117.70	100-WATE 250-SD	55.95 29.72	150-LOPE	12.54	200-SEWE	19.49
01-01976-05	AGUILAR, ET AL 1305 20TH ST	FINAL	73.60	100-WATE 250-SD	32.58 22.29	150-LOPE	4.56	200-SEWE	14.17
01-02170-00	RICKARDS, N ESTATE 2291 HOLDEN	FINAL	369.38	100-WATE 250-SD	239.03 7.43	150-LOPE	98.56	200-SEWE	24.36
01-02178-10	OUTLAND, JOANN 2271 HOLDEN	FINAL	247.82	100-WATE 700-PENA	89.40 5.00	200-SEWE 701-DHFE	38.98 25.00	250-SD 705-RECF	59.44 30.00
01-02190-09	WILLIAMS, SUZIE 2251 HOLDEN	FINAL	117.22	100-WATE 250-SD	54.30 37.15	150-LOPE	2.28	200-SEWE	23.49
01-02220-02	OUTLAND, JOANN 2211 HOLDEN	FINAL	5.00-	100-WATE 410-NEWA	1.43- 1.51-	200-SEWE 700-PENA	0.69- 0.25-	250-SD	1.12-
01-02740-03	HANLEY, THOMAS 2283 PASO ROBLES	FINAL	105.16	100-WATE	55.95	200-SEWE	19.49	250-SD	29.72

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE			REVENUE DISTRIBUTION				
01-02829-07	JONES, NICHOLAS 2170 WARNER	FINAL	59.21	100-WATE	34.32	150-LOPE	20.02	200-SEWE	4.87	
01-09043-01	WOMACK, DIXON & DENISE 1460 25TH ST	FINAL	5.05	996-UAC	5.05					
01-09099-00	OLD AVOCADO RANCH, LLC 1525 25TH ST	FINAL	51.03	999-REF	51.03					
01-09106-01	BUCKEY, BRYAN A 1560 25TH	FINAL	138.24	100-WATE 250-SD	69.01 29.72	150-LOPE	20.02	200-SEWE	19.49	
01-28170-00	MANOSAR, GREG 2125 WARNER	FINAL	0.28	100-WATE	0.14	150-LOPE	0.08	200-SEWE	0.06	
01-28180-00	MANOSAR, GREG 2135 WARNER	FINAL	0.21	100-WATE	0.13	150-LOPE	0.02	200-SEWE	0.06	
=====										
****	BOOK # :0001	TOTAL ACCOUNT	26	1,691.42	100-WATER	1,068.06	150-LOPEZ	260.96	200-SEWER	190.34
					250-SD	230.18	400-CN	2.07	410-NEWACC	28.49
					700-PENALT	11.55	701-DHFEE	34.05	705-RECFEE	30.63
					996-UAC	108.39	999-REF	56.52		
=====										
02-03102-01	RUIZ, BRISELDA 1531 19TH ST	FINAL	65.75	100-WATE	46.26	200-SEWE	19.49			
02-03430-01	WRIGHT, JOEL 2440 DARIEN PL	FINAL	135.34	100-WATE 250-SD	63.30 37.15	150-LOPE	11.40	200-SEWE	23.49	
02-03432-02	CLARK, STEVE & CHERIE	FINAL	23.37	100-WATE	10.05	150-LOPE	2.11	200-SEWE	4.34	

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE	REVENUE DISTRIBUTION					
	2411 PASO ROBLES		250-SD	6.87					
02-03499-01	MAL-HUN LLC 1600 S ELM	FINAL	5.00-	999-REF	5.00-				
02-03678-03	SMITH, TROY 2300 CIENAGA 39	FINAL	95.23	100-WATE 250-SD	54.30 10.48	150-LOPE	6.84	200-SEWE	23.61
02-03702-02	DAULTON, MARIAN 2300 CIENAGA 15	FINAL	33.43	100-WATE	20.56	200-SEWE	8.90	250-SD	3.97
02-03711-01	NOTTHOFF, ESTHER 2300 CIENAGA 6	FINAL	55.00	100-WATE 700-PENA	16.34 1.77	200-SEWE 701-DHFE	6.88 8.83	410-NEWA 705-RECF	10.59 10.59
02-03808-01	ZATZICK, CHRISTOPHER 1714 TIERRA NUEVA	FINAL	4.14-	999-REF	4.14-				
02-03813-00	WHEELER, JAMES R. 1732 TIERRA NUEVA	FINAL	66.93	100-WATE	47.44	200-SEWE	19.49		
02-03830-04	WAINRIGHT, GAIL 1736 TIERRA NUEVA	FINAL	22.44	100-WATE	10.31	200-SEWE	4.70	250-SD	7.43
02-03912-00	ROSEN, HAROLD 2477 BEACH	FINAL	348.86	100-WATE 250-SD 705-RECF	136.80 74.30 30.00	150-LOPE 700-PENA	30.78 5.00	200-SEWE 701-DHFE	46.98 25.00
02-03912-01	GONZALEZ REAL ESTATE GROUP 2477 BEACH	FINAL	68.96	100-WATE	32.58	200-SEWE	14.09	250-SD	22.29
02-03990-08	BURNES, TAMERA	FINAL	199.61	100-WATE	106.35	150-LOPE	39.93	200-SEWE	20.66

ZONE: \* - All

STATUS: Final

REPORT THRU DATE: 9/07/2017

START DATES: 0/00/0000 THRU 99/99/9999

LAST BILL DATES: 0/00/0000 THRU 99/99/9999

FINAL DATES: 0/00/0000 THRU 99/99/9999

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE	REVENUE DISTRIBUTION								
	1735 22ND ST			250-SD	32.67							
02-04032-03	GRAY & TROY PST FBO GENE GR 1712 A 21ST ST	FINAL	87.92	100-WATE 250-SD	43.38 16.43	150-LOPE 400-CN	13.24 1.33	200-SEWE 700-PENA	10.78 2.76			
02-04033-04	FANNIE MAE 1712 B 21ST ST	FINAL	434.00	100-WATE 250-SD 705-RECF	167.61 108.87 30.00	150-LOPE 410-NEWA	12.12 30.00	200-SEWE 700-PENA	70.40 15.00			
02-04034-03	GRAY & TROY PST FBO GENE GR 1744 B 21ST ST	FINAL	135.19	100-WATE 250-SD	65.94 29.72	150-LOPE 400-CN	18.24 2.40	200-SEWE	18.89			
02-04035-03	GRAY & TROY PST FBO GENE GR 1744 21ST ST A	FINAL	209.83	100-WATE 250-SD	89.13 59.44	150-LOPE 400-CN	13.68 4.80	200-SEWE 700-PENA	37.78 5.00			
02-04088-03	WEBER, STEVE 1840 PASO ROBLES	FINAL	553.77	100-WATE 250-SD	275.55 118.88	150-LOPE 700-PENA	76.38 5.00	200-SEWE	77.96			
02-04172-02	GIN, JIMMY 1773 FRONT	FINAL	199.94	002-FOG 200-SEWE	20.00 32.24	100-WATE 250-SD	98.56 18.36	150-LOPE	30.78			
02-04226-00	HOOPER, MRS SAM 2390 OCEAN	FINAL	877.93	100-WATE 250-SD 705-RECF	366.77 178.32 30.00	150-LOPE 700-PENA	62.70 25.00	200-SEWE 701-DHFE	115.14 100.00			
02-04352-03	DENHAM, DENNIS MICHAEL 1901 BEACH	FINAL	25.00	100-WATE 250-SD 701-DHFE	5.48 3.70 7.91	150-LOPE 400-CN 705-RECF	0.53 0.30 3.20	200-SEWE 700-PENA	2.35 1.53			
02-34195-00	THE OLD AVOCADO RANCH, LLC 1610 24TH ST	FINAL	60.63	100-WATE	37.65	150-LOPE	12.83	200-SEWE	10.15			

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE			REVENUE DISTRIBUTION			
02-37395-00	PERRY, MARK & CHERYL 1885 CASITAS	FINAL	102.92	100-WATE 250-SD	50.58 22.29	150-LOPE	15.96	200-SEWE	14.09
02-37445-02	ROOKER, DEBBIE 1890 TODOS SANTOS CT	FINAL	507.05	100-WATE 250-SD	284.94 63.94	150-LOPE 700-PENA	82.98 5.76	200-SEWE 701-DHFE	40.64 28.79
02-37516-02	SAVOIE, KEVIN & ANNE 1848 TIERRA NUEVA	FINAL	78.99	100-WATE 400-CN	47.44 2.40	150-LOPE	9.66	200-SEWE	19.49
02-40135-04	SULLIVAN, DAVID J 2151 OCEAN	FINAL	0.21	100-WATE	0.13	150-LOPE	0.02	200-SEWE	0.06
=====									
**** BOOK # :0002	TOTAL ACCOUNT 26		4,379.16	002-FOG	20.00	100-WATER	2,077.45	150-LOPEZ	440.18
				200-SEWER	642.60	250-SD	815.11	400-CN	11.23
				410-NEWACC	40.59	700-PENALT	66.82	701-DHFEE	170.53
				705-RECFEE	103.79	999-REF	9.14-		
=====									
03-04469-02	OUTLAND, JAMES 2240 BEACH	FINAL	0.01-	996-UAC	0.01-				
03-04478-06	FIELD ASSET SERVICES, LLC 1921 22ND ST	FINAL	140.35	100-WATE 700-PENA	67.09 1.21	200-SEWE 701-DHFE	29.08 6.05	250-SD	36.92
03-04502-03	CASTRO, CATHERINE 2160 BEACH	FINAL	119.08	100-WATE 250-SD	56.01 29.72	150-LOPE	13.86	200-SEWE	19.49
03-04516-06	MAGUELLON, JOSE & PATRICIA 2120 BEACH	FINAL	138.80-	996-UAC	138.80-				
03-04530-00	SYLVESTER, J R	FINAL	24.62	100-WATE	11.18	150-LOPE	1.14	200-SEWE	4.87



ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE	REVENUE DISTRIBUTION					
	2010 BEACH			250-SD	7.43				
03-04656-00	SEARCY, RICHARD 2096 NIPOMO	FINAL	279.39	100-WATE	134.85	150-LOPE	45.51	200-SEWE	24.33
				250-SD	37.10	410-NEWA	30.00	700-PENA	1.27
				701-DHFE	6.33				
03-04673-00	PISMO COAST VILLAGE 22ND PISMO COAST HYDRANT	FINAL	30.00	999-REF	30.00				
03-04856-01	MUNDY, MILFORD & BETTY 1380 CREST	FINAL	58.56	100-WATE	34.70	150-LOPE	9.24	200-SEWE	14.62
03-04888-04	MARCHESE, PAMELA 1661 15TH ST	FINAL	72.18	100-WATE	47.70	150-LOPE	4.88	200-SEWE	19.60
03-05050-04	HANRAHAN, LYN 1581 16TH ST	FINAL	3.76	999-REF	3.76				
03-05115-01	ENVERNIZZI, JACK/JOANNE 1315 AVENIDA PELICANOS	FINAL	248.76	999-REF	248.76				
03-05155-02	CASTANEDA, CARLOS A JR 1350 16TH ST	FINAL	168.98	100-WATE	110.06	150-LOPE	37.03	200-SEWE	19.49
				400-CN	2.40				
03-05207-03	CLEGG, DEBORAH A. 1331 17TH ST	FINAL	117.70	100-WATE	55.95	150-LOPE	12.54	200-SEWE	19.49
				250-SD	29.72				
03-05386-06	SEARGEANT, KATHLEEN 1316 18TH ST	FINAL	52.40	100-WATE	34.70	150-LOPE	3.08	200-SEWE	14.62
03-05395-05	CANTERBERRY, ANTHONY	FINAL	30.21	100-WATE	17.89	150-LOPE	4.05	200-SEWE	7.36

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE	REVENUE DISTRIBUTION						
	1372 18TH ST			400-CN	0.91					
03-05421-04	CAVALETTO, ROLLIE 1741 WILMAR	FINAL	22.33	100-WATE 700-PENA	11.86 5.00	200-SEWE	4.87	400-CN	0.60	
03-05427-04	CAVALETTO, ROLLIE L. 1731 WILMAR	FINAL	22.33	100-WATE 700-PENA	11.86 5.00	200-SEWE	4.87	400-CN	0.60	
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****	BOOK # :0003	TOTAL ACCOUNT	17	686.80	100-WATER	593.85	150-LOPEZ	131.33	200-SEWER	182.69
					250-SD	140.89	400-CN	4.51	410-NEWACC	30.00
					700-PENALT	12.48	701-DHFEE	12.38	996-UAC	138.81-
					999-REF	282.52-				
=====										
04-05830-06	ATLANTIC & PACIFIC R E 1633 FRONT 13	FINAL	80.63-	996-UAC	80.63-					
04-05840-01	SANDERS /GIOTTA, & FISTOLER 1633 FRONT 2	FINAL	54.38	100-WATE	36.44	150-LOPE	3.32	200-SEWE	14.62	
04-06121-04	GREEMORE, JON 1430 RAILROAD 2	FINAL	16.73	100-WATE	11.86	200-SEWE	4.87			
04-06791-00	LHOTKA, SIDNEY B OR JAN 358 MCCARTHY	FINAL	84.91-	996-UAC	84.91-					
04-06818-04	CITIMORTGAGE RBS CITIZENS N 1256 STRAND WAY 5	FINAL	67.30	100-WATE	30.92	200-SEWE	14.09	250-SD	22.29	
04-06818-06	LPS FIELD SERVICES 1256 STRAND WAY 5	FINAL	101.24	100-WATE 250-SD	32.58 22.29	150-LOPE 410-NEWA	2.28 30.00	200-SEWE	14.09	

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE			REVENUE DISTRIBUTION			
04-06818-07	ALVES, TERRI 1256 STRAND WAY 5	FINAL	220.55	100-WATE 250-SD	76.02 52.01	150-LOPE 701-DHFE	4.56 25.00	200-SEWE 705-RECF	32.96 30.00
04-06888-05	MCKAY, JAMES 321 SURF	FINAL	84.77	100-WATE	40.00	200-SEWE	17.40	250-SD	27.37
04-07046-00	MOROSIN, BRUCE 1730 LAGUNA	FINAL	50.10-	999-REF	50.10-				
04-07370-00	BRIDGES, J. W. 531 HONOLULU	FINAL	94.23	100-WATE 250-SD	43.44 29.72	150-LOPE	2.28	200-SEWE	18.79
04-07624-01	FLORES, DINA 1177 NORSWING DR	FINAL	261.90	100-WATE 700-PENA	92.75 5.00	200-SEWE 701-DHFE	42.28 25.00	250-SD 705-RECF	66.87 30.00
04-07730-00	MARTIN, FRANCES L. 1275 NORSWING DR	FINAL	76.97-	996-UAC	76.97-				
04-07730-01	DAL CIELO, RUTHANN J 1275 NORSWING DR	FINAL	120.50	100-WATE	74.37	150-LOPE	21.77	200-SEWE	24.36
04-55060-01	SOJOURN VENTURES 1102 PIKE LANE	FINAL	124.72-	996-UAC	124.72-				
04-55090-00	ROSS, MICHAEL HYDRANT FRONT 360 PIER	FINAL	382.79-	999-REF	382.79-				
04-55360-02	AVALOS, RIGOBERTO 1083 BELRIDGE	FINAL	12.01-	996-UAC	12.01-				

ACCOUNT	NAME / SERVICE ADDRESS	STATUS	BALANCE	REVENUE DISTRIBUTION
04-55370-02	PARMELLY, DUKE 1073 BELRIDGE	FINAL	5.00-	100-WATE 2.20- 200-SEWE 1.07- 250-SD 1.73-
04-55390-02	STURTEVANT, ROBERT 1085 ALICE LN	FINAL	59.44-	100-WATE 35.33- 150-LOPE 9.59- 200-SEWE 14.52-
04-55410-02	HOLLAND, MATTHEW B 1115 ALICE LN	FINAL	62.99	100-WATE 28.47 150-LOPE 10.26 200-SEWE 9.40 250-SD 14.86
04-55565-00	DEVANEY, KEVIN & KATHRYN 1030 MAYBELLE CT	FINAL	417.58	100-WATE 194.73 150-LOPE 44.66 200-SEWE 58.47 250-SD 29.72 700-PENA 10.00 701-DHFE 50.00 705-REF 30.00
04-58050-01	JAMES, SCOTT R. 1100 TRANQUIL CT	FINAL	137.35	100-WATE 61.15 150-LOPE 11.63 200-SEWE 22.55 250-SD 35.67 700-PENA 1.06 701-DHFE 5.29
04-58050-02	CALVIN, KATHY 1100 TRANQUIL CT	FINAL	70.64	100-WATE 47.74 150-LOPE 3.29 200-SEWE 19.61
04-77448-02	AMINI, ALEX 656 PIER (BLDG 2)	FINAL	177.70	100-WATE 130.58 150-LOPE 28.72 200-SEWE 16.50 700-PENA 1.90
04-77449-02	AMINI, ALEX 660 PIER (BLDG 1)	FINAL	302.36	100-WATE 212.80 150-LOPE 56.35 200-SEWE 28.21 700-PENA 5.00
***** BOOK # :0004	TOTAL ACCOUNT 24		1,313.65	100-WATER 1,076.32 150-LOPEZ 179.53 200-SEWER 322.61 250-SD 299.07 410-NEWACC 30.00 700-PENALT 22.96 701-DHFEE 105.29 705-REFFEE 90.00 996-UAC 379.24- 999-REF 432.89-

09/07/2017 12:46 PM  
ZONE: \* - All  
STATUS: Final  
REPORT THRU DATE: 9/07/2017

A C C O U N T   B A L A N C E   R E P O R T

PAGE: 11  
START DATES: 0/00/0000 THRU 99/99/9999  
LAST BILL DATES: 0/00/0000 THRU 99/99/9999  
FINAL DATES: 0/00/0000 THRU 99/99/9999

-----ACCOUNT----- --NAME / SERVICE ADDRESS--- --STATUS-- ---BALANCE--- -----REVENUE DISTRIBUTION -----  
=====

TOTALS BY ZONE

**** ZONE # :01	TOTAL ACCOUNTS: 93	8,071.03	002-FOG	20.00	100-WATER	4,815.68	150-LOPEZ	1,012.00
			200-SEWER	1,338.24	250-SD	1,485.25	400-CN	17.81
			410-NEWACC	129.08	700-PENALT	113.81	701-DHFEE	322.25
			705-RECFEE	224.42	996-UAC	626.44	999-REF	781.07

TOTALS BY REVENUE CODE

002-FOG FEE	20.00	100-WATER	4,815.68	150-LOPEZ RECLAMATI	1,012.00
200-SEWER	1,338.24	250-SANITATION DIST	1,485.25	400-COURTESY NOTICE	17.81
410-NEW ACCT FEE	129.08	700-PENALTY	113.81	701-DOOR HANGER FEE	322.25
705-RECONNECT FEE	224.42	996-Unapplied Credi	626.44CR	999-Refund	781.07CR
TOTAL REVENUE CODES:	8,071.03				
TOTAL ACCOUNT BALANCE	8,071.03				
DIFFERENCE:	0.00				

TOTALS BY CUSTOMER CLASS

AG	ARROYO GRANDE	458.51
R	RESIDENTIAL	7,460.43
H	HYDRANT METER	403.19CR
C	COMMERCIAL	555.28
	CLASS TOTAL:	8,071.03

ERRORS: 000

SELECTION CRITERIA

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REPORT SELECTIONS

ZONE: \* - All  
ACCOUNT STATUS: FINAL  
CUSTOMER CLASS: ALL  
COMMENT CODES: All

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BALANCE SELECTION

SELECTION: ALL  
RANGE: 000000.00 THRU 9999999.99  
PAGES TO TEST: ALL  
INCLUDE ZERO BALANCES: Do Not Include

-----  
DATE SELECTION

CUSTOMER DATES: NO  
START DATE: 99/99/9999 THRU 99/99/9999  
LAST BILL DATE: 99/99/9999 THRU 99/99/9999  
FINAL DATE: 99/99/9999 THRU 99/99/9999

-----  
PRINT OPTION

TOTALS ONLY: NO  
PRINT CONTRACTS: NO  
COMMENT CODES: None  
BALANCE TO PRINT: CURRENT  
PRINT SEQUENCE: ACCOUNT NUMBER

\*\*\* END OF REPORT \*\*\*

**ACH Credits - Error in Notification**

	<b><u>Date</u></b>	<b><u>Account #</u></b>	
ACH Return	08/17/2016	02-03678-05	\$86.47
ACH Return	08/18/2016	03-05159-01	\$74.98
ACH Return	10/18/2016	02-03678-05	\$5.50
ACH Return	12/14/2016	03-47372-01	\$132.73
ACH Return	12/14/2016	02-41668-02	\$155.16
ACH Return	12/15/2016	04-07044-00	\$66.93
ACH Return	12/15/2016	01-02167-01	\$88.87
ACH Return	12/16/2016	02-37444-02	\$101.29
ACH Return	12/16/2016	01-01205-01	\$284.77
			<u>\$996.70</u>