

### **Notice of Regular Meeting**

# Oceano Community Services District - Board of Directors Agenda

#### **WEDNESDAY, JULY 10, 2024 – 6:00 P.M.**

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

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

The Oceano Community Services District strongly encourages your active participation in the public process, which is the cornerstone of democracy. All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the Board Secretary prior to the start of the meeting. If you wish to speak to an item NOT on the agenda, you may do so during the "Public Comment On Matters Not on the Agenda" period. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. The time limits allocated to speakers may change to facilitate the Board meeting better. Time limits may not be yielded to or shared with other speakers.

The purpose of the Board meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Oceano Community Services District asks that you follow the Board meeting guidelines while attending Board meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and Board policy. Disruptive conduct is not tolerated, including but not limited to addressing the Board without first being recognized; interrupting speakers, Board members, or staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. FLAG SALUTE
- 4. AGENDA REVIEW

#### 5. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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

#### 6. SPECIAL PRESENTATIONS & REPORTS:

#### A. STAFF REPORTS:

- i. Sheriff's South Station Commander Ian Doughty
- ii. FCFA Operations Fire Chief Scott Hallett
- iii. Operations Utility System Manager Tony Marraccino
- iv. OCSD General Manager Peter Brown

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

- President Varni (Regional Water Mgt Group, State Water Subcontractors, Airport Land Use)
- **ii.** Vice President Joyce-Suneson (Parks & Recreation Advisory Committee, Budget & Finance Committee, CA Special District's Association)
- iii. Director Austin (South San Luis Obispo County Sanitation District, Zone 1/1A)
- iv. Director Gibson (Zone 3, Regional Water Quality Control Board)
- v. Director Villa (Water Resource Advisory Committee, Local Agency Formation Commission)

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

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

#### 7. CONSENT AGENDA ITEMS:

**Public comment** Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Board may request to have an item removed from the Consent Items. If an item is pulled, the President has the sole discretion to determine when the item will be heard. Members of the public wishing to speak on Consent items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

- A. Review and Approve the Minutes for the Regular Meeting held on June 26, 2024 Page 3
- B. Review of Cash Disbursements Page 6

#### 8. BUSINESS ITEMS:

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

- A. Consideration and approval of 2024 Board Elections for the California Special Districts Association; Candidate Vote; Submittal of Vote Page 15
- B. Review and consideration of the District's Board Meeting calendar for 2024 Page 19
- C. Evaluation of Authorization to have Ecologistics serve as the 501c3 sponsor of the Lucia Mar School District and the Oceano Parks and Recreation Committee (OPARC) for the purposes of fundraising for the implementation of a community walking and jogging track Page 23
- D. South San Luis Obispo County Sanitary District Coastal Development Permit Conditions Page 46

#### 9. HEARING ITEMS:

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

- A. Public Hearing for consideration of approving a resolution to collect delinquent customer accounts on the 2024-25 property tax bills Page 63
- 10. RECEIVED WRITTEN COMMUNICATIONS:
- 11. LATE RECEIVED WRITTEN COMMUNICATIONS:
- 12. FUTURE AGENDA ITEMS:
- 13. FUTURE HEARING ITEMS:
- 14. CLOSED SESSION:
- **15. ADJOURNMENT:**

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at <a href="https://www.oceanocsd.org">www.oceanocsd.org</a>

**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.



#### Summary Minutes – Regular Board Meeting Wednesday, June 26, 2024 – 6:00 P.M. OCSD BOARD ROOM

- 1. CALL TO ORDER: Called at approximately 6:00 p.m. by President Varni
- **2. ROLL CALL:** Board members present: President Varni, Vice President Joyce-Suneson, Director Gibson, and Director Austin. Director Villa arrived at 6:05PM

Staff present: Peter Brown, General Manager, Carey Casciola, Business & Accounting Manager; and Jeff Minnery, Legal Counsel. Absent: Rob Schultz, Legal Counsel

- 3. FLAG SALUTE: Led by President Varni.
- **4. AGENDA REVIEW:** Accepted as presented.
- 5. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA: None
- 6. SPECIAL PRESENTATIONS & REPORTS

#### A. STAFF REPORTS:

- i. Sheriff's South Station Commander Ian Doughty
   Working with the County of SLO Public Works for unhoused encampments at the Arroyo
   Grande Creek levy. Working with CalFire for patrols during the July 4<sup>th</sup> weekend.
- ii. Five Cities Fire Authority FCFA Chief Hallet Weed abatement update the contractor has begun work, and completion is scheduled for prior to July 4th. The County Board of Supervisors approved the fire contract for continued service in Oceano.
- iii. Operations Utility Systems Manager Tony Marraccino

Continuing with weekly and monthly samples.

5 work orders, 7 USAs, 6 customer service calls, 1 after-hours call out.

Disconnects for delinquent accounts were on 6/25.

Completed the Site Sample Plan and Emergency Response Plan.

Will be disconnecting Well #7 per DDW and eventually decommissioning it. It has never been in service.

A hydrant and hydrant meter were hit and damaged on Wilmar Ave. All replacements and repairs are completed.

The jetter required repairs and maintenance.

Utility and office staff participated in the Boys and Girls Club Day of the Child event on Sunday, June 23<sup>rd</sup>.

Fireworks signs have been placed throughout Oceano.

A power outage occurred, and the ATS switch for the district office failed, but it is being repaired.

Working to complete fiscal year-end inventory counts for the yard and vehicles.

Tank 1 Rehabilitation Project— a small punch list is being worked on. Tuesday, it will be disinfected and then filled for a 5-day soak test followed by additional samples.

#### iv. General Manager – Peter Brown

Attended a meeting with MNS Engineering to learn that the District is not the best candidate for the grant they were pursuing for capital improvement projects in the water system.

Attended the County of SLO Board of Supervisors meeting on 6/18 regarding fire divestiture and had subsequent meetings in an effort to move the process forward.

Attended the State Water Board Subcontractors Advisory Committee Meeting on 6/20 Attended Water Resources Advisory Committee meeting on 6/25. Staff submitted a grant for a new well house. A board calendar will be presented in a future meeting.

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

- i. President Varni: Regional Water Mgt Group, State Water Subcontractors, Airport Land Use None
- ii. Vice President Joyce-Suneson: Parks & Recreation Advisory Committee, Finance & Budget Committee, CA Special District's Association Reported on OPARC,s participation at the Day of the Child event.

- iii. Director Austin: South San Luis Obispo County Sanitation District, Zone 1/1A None
- iv. Director Gibson: Zone 3, Regional Water Quality Control Board None
- v. **Director Villa**: Water Resource Advisory Committee, Local Agency Formation Commission reported on the 6/25/2024 WRAC meeting.

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

	Julie Tacker	In su	support of links in the agenda.						
7. (	CONSENT AGENDA:		ACTION:						
a)	Review and Approve the Minutes for the Spe	cial	After an opportunity for public comment and Board and staff discussion, a motion was made by Director Austin to						
b)	Meeting held on June 12, 2024 Review and Approve the Minutes for the Reg Meeting held on June 12, 2024	jular	approve the consent agenda as presented with a second from Director Gibson with a 5-0 roll call vote.						
c)	Review of Cash Disbursements								
d)	Approval of a Resolution Consolidating the								
	District's Biennial Election with the November	,							
	2024, Consolidated General Election, Approx								
	a Resolution Adopting Regulations for Candid								
	for Elective Office Pertaining to, and Costs of								
	Candidate Statements Submitted to the Vote	rs at							
	the November 5, 2024 Presidential General								
	Election and the attached Notice to the Coun	ıty							
	Elections Official on the Elective Offices to be	Э							
	Filled, Map of District Boundaries, and Payme								
	Candidate Statement of Qualifications		Public Comment: None						

#### 8A. BUSINESS ITEMS:

Consideration of Approval of the First Amendment to the Agreement to Provide Fire Services Between the Five Cities Fire Authority and the Oceano Community Services District based on the fixed annual amount of \$1,706,000 (\$142,167/month) for the term of July 1, 2024, through December 31, 2024.

#### **ACTION:**

After an opportunity for public comment and Board and staff discussion, a motion was made by Director Austin to approve the Agreement to Provide Fire Services Between the Five Cities Fire Authority and the Oceano Community Services District based on the fixed annual amount of \$1,706,000 (\$142,167/month) for the term of July 1, 2024, through December 31, 2024, with a second from Director Villa with a 5-0 roll call vote.

Public Comment:
Karen White – In opposition of divestiture
Kim Rose – In opposition of divestiture
Julie Tacker – In support of divestiture

# Review and consideration of outreach options regarding the District's November 2024 Division-based Elections Action: After an opportunity for public comment and Board and staff discussion, Vice President Joyce-Suneson made a motion to approve outreach options regarding the District's November 2024 Division-based Elections, with a second from Director Gibson and a 5-0 roll call vote. Public Comment: None

8C. BUSINESS ITEMS:	ACTION:
Review and file the June 30, 2023, Audited Financial	This item was received and filed.
Statements and Independent Auditors Report	
prepared by Moss, Levy, and Hartzheim, LLP	Public Comment:
7 7 7	Julie Tacker – In support of an update from Legal.

8D. BUSINESS ITEMS:	ACTION:
Second Reading and final adoption of an Ordinance	After an opportunity for public comment and Board and
Adding to the District Code Chapter 3.13 Entitled	staff discussion, a motion was made by Director Gibson to
District Seal and Logo	adopt an Ordinance Adding to the District Code Chapter 3.13 Entitled District Seal and Logo and waive the second reading, with a second from Vice President Joyce-Suneson with a 5-0 roll call vote.
	Public Comment: Julie Tacker – Asked a clarifying question on how to gain logo use permission.

8E. BUSINESS ITEMS:	ACTION:
Second Reading and final adoption of an Ordinance	After an opportunity for public comment and Board and
Amending Ordinance 2006-01 (District Code	staff discussion, a motion was made by Director Gibson to
06.06.030) Entitled Relief on Application to Allow for	adopt an Ordinance Amending Ordinance 2006-01
the Abatement of Late Fees Pending the Hearing on	(District Code 06.06.030) Entitled Relief on Application to
the Application for Relief	Allow for the Abatement of Late Fees Pending the
	Hearing on the Application for Relief and waive the
	second reading with a second from Director Villa with a 5-
	0 roll call vote.
	Public Comment: None

9A. HEARING ITEMS:	ACTION:
Consideration of recommendations to adopt	After an opportunity for public comment and Board and
resolutions approving the Fiscal Year 2024-25	staff discussion, Director Austin made a motion to adopt
Preliminary Budget and the Fiscal Year 2024-25	resolutions approving the Fiscal Year 2024-25 Preliminary
Appropriation Limitation and to set August 28, 2024,	Budget and the Fiscal Year 2024-25 Appropriation
as the date of the public hearing to consider the	Limitation and to set August 28, 2024, as the date of the
adoption of the 2024-25 Final Budget.	public hearing to consider the adoption of the 2024-25
	Final Budget, with a second from Director Gibson with a
	5-0 roll call vote.
	Public Comment:
	Julie Tacker – Provided comment regarding public facility
	fees.

- 10. RECEIVED WRITTEN COMMUNICATION: None
- 11. LATE RECEIVED WRITTEN COMMUNICATIONS: None
- **12. FUTURE AGENDA ITEMS:** Director Gibson requested an item to discuss a potential fire tax with a second from Director Austin.
- 13. FUTURE HEARING ITEMS: None
- 14. CLOSED SESSION: None
- **15. ADJOURNMENT:** President Varni adjourned the meeting at approximately 7:25 PM.



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

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

Date: July 10, 2024

**To:** Board of Directors

From: Carey Casciola, Business and Accounting Manager

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

#### Recommendation

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

#### Discussion

The following is a summary of the attached cash disbursements. The table captures the payments from last meeting to this meeting.

Description	Check Sequence	Amounts
	60977 - 61021	
<u>Disbursements</u> :		
Regular Payable Register - paid 06/11/2024	60982 - 60999	\$ 46,457.06
Regular Payable Register - paid 07/03/2024	61000 - 61017	\$ 1,132,241.74
Subtotal:		\$ 1,178,698.80
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 06/29/2024	N/A	\$ 33,257.32
Reoccurring Utility Disbursements - paid 06/26/2024	60977	\$ 5,057.69
Reoccurring Health Disbursements - paid 06/26/2024	60978 - 60981	\$ 9,683.38
Reoccurring Utility Disbursements - paid 07/03/2024	61018 - 61021	\$ 1,164.84
Subtotal:		\$ 49,163.23
Grand Total:		\$ 1,227,862.03

#### **Other Agency Involvement**

N/A

#### **Other Financial Considerations**

Amounts are within the authorized Fund level budgets.

- Crosno Construction, Inc. CIP-Water Tank Rehab Project, \$204,789.12
- R. Burke Corporation CIP-Prop 1 Stormwater Project, \$56,015.80
- SLO Co Dept of Public Works Lopez Water, \$256,661.11
- SLO Co Dept of Public Works State Water, \$588,215.41

#### 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.

FOLIO: All					AMOUNT: CHECK NU		0.00	THRU 99,999,999.99 THRU 999,999,999.99 1982 THRU 060999
ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT STATUS I		FOLIO	CLEAR DATE
CHECK:								
1-1001-000	6/26/2024	CHECK	060982	AQUA-METRIC	2,363.28CR	OUTSTNI	) A	0/00/0000 <b>02 5-4400-499 CLAIMS &amp; SETTLEMENTS</b>
1-1001-000	6/26/2024	CHECK	060983	BRENT SARKISON DBA CALTEC COMP	179.00CR	OUTSTNI	) A	0/00/0000 01 5-4100-221 INFORMATION TECHNOLOGY
1-1001-000	6/26/2024	CHECK	060984	CANNON	8,661.38CR	OUTSTNI	) A	0/00/0000 <b>02</b> 5-4400-361 CIP - PROP1: STORMWATER
1-1001-000	6/26/2024	CHECK	060985	ANDREW DARYA OREIZI, DBA CHARG	1,500.00CR	OUTSTNI	) A	0/00/0000 <b>01 5-4100-220 PROFESSIONAL SERVICES</b>
1-1001-000	6/26/2024	CHECK	060986	CLINICAL LAB OF SAN BERNARDINO	460.00CR	OUTSTNI	) A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	6/26/2024	CHECK	060987	CONTRACTOR'S MAINTENANCE SERVI	291.02CR	OUTSTNI	) A	0/00/0000 03 5-4500-170 MAINTENANCE: EQUIPMENT
1-1001-000	6/26/2024	CHECK	060988	CORE & MAIN LP	1,285.21CR	OUTSTNI	) A	0/00/0000 02 5-4400-176 WATER METERS
1-1001-000	6/26/2024	CHECK	060989	ELECTRICRAFT, INC.	10,971.00CR	OUTSTNI	) A	0/00/0000 10 5-4300-320 FIXED ASSETS
1-1001-000	6/26/2024	CHECK	060990	FAMCON PIPE & SUPPLY, INC.	487.99CR	OUTSTNI	) A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	6/26/2024	CHECK	060991	GROUNDWATER SOLUTIONS INC, DBA	3,068.26CR	OUTSTNI	) A	0/00/0000 02 5-4400-380 NCMA TEC
1-1001-000	6/26/2024	CHECK	060992	ICONIX WATERWORKS (US) INC.	804.89CR	OUTSTNI	) A	02 5-4400-175 SYSTEM PARTS/OPERATING S 188.69 0 / 0 0 / 0 0 0 0 0 3 5-4500-175 SYSTEM PARTS/OPERATING S 167.48 02 5-4400-499 CLAIMS & SETTLEMENTS 448.72
1-1001-000	6/26/2024	CHECK	060993	J.B. DEWAR, INC.	473.87CR	OUTSTNI	A C	0/00/0000 12 5-4350-172 FUEL
1-1001-000	6/26/2024	CHECK	060994	MINER'S ACE HARDWARE, INC.	459.29CR	OUTSTNI	) A	0/00/0000 * SEE BELOW
1-1001-000	6/26/2024	CHECK	060995	MOSS, LEVY & HARTZHEIM	12,000.00CR	OUTSTNI	) A	0/00/0000 01 5-4100-218 AUDIT
1-1001-000	6/26/2024	CHECK	060996	OPTIMIZED INVESTMENT PARTNERS	462.86CR	OUTSTNI	) A	0/00/0000 <b>01</b> 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	6/26/2024	CHECK	060997	QUILL CORPORATION	719.59CR	OUTSTNI	) A	0/00/0000 01 5-4100-200 OFFICE EXPENSE
1-1001-000	6/26/2024	CHECK	060998	VESTIS GROUP, INC. DBA VESTIS	209.05CR	OUTSTNI	) A	0/00/0000015-4100-100 CLOTHING
1-1001-000	6/26/2024	CHECK	060999	WATER SYSTEMS CONSULTING, INC.	2,060.37CR	OUTSTNI	) A	0/00/0000 02 5-4400-380 NCMA TEC
TOTALS FOR ACCOUN	IT 1-1001-0			CHECK TOTAL: DEPOSIT TOTAL: INTEREST TOTAL: MISCELLANEOUS TOTAL: SERVICE CHARGE TOTAL: EFT TOTAL: BANK-DRAFT TOTAL:	46,457.06CR 0.00 0.00 0.00 0.00 0.00 0.00			* MINER'S ACE HARDWARE, INC. 459.29 03 5-4500-175 SYSTEM PARTS/OPERATING S 10 5-4300-163 MAINT: STRUC/IMPROV 20 40CR 02 5-4400-320 FIXED ASSETS: EQUIPMENT 21.74 02 5-4400-175 SYSTEM PARTS/OPERATING S 463.48

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

CHECK RECONCILIATION REGISTER

6/27/2024 10:14 AM

All

TYPE:

STATUS: All

COMPANY: 99 - POOLED CASH FUND

ACCOUNT: 1-1001-000 POOLED CASH OPERATING

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COMPANY:	99 - POOLE	ED CASH FUN	D				CHECK DATE:	0/00/0000 THRU 99/99/9999
ACCOUNT:	1-1001-000	POOLE	D CASH OP	ERATING			CLEAR DATE:	0/00/0000 THRU 99/99/9999
TYPE:	All						STATEMENT:	0/00/0000 THRU 99/99/9999
STATUS:	All						VOIDED DATE	: 0/00/0000 THRU 99/99/9999
FOLIO:	All						AMOUNT:	0.00 THRU 999,999,999.99
							CHECK NUMBER	R: 060982 THRU 060999
ACCO	UNT	DATE	TYPE	NUMBER	DESCRI	PTION	AMOUNT STA	ATUS FOLIO CLEAR DATE
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					DEPOSIT	TOTAL:	0.00	
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					BANK-DRAFT	TOTAL:	0.00	

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ACCOUNT	DATE	TYPE	NUMBER	DESCRIPTION	AMOUNT	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	7/03/2024	CHECK	061000	BROWN, PETER	3,500.00CR	OUTSTND	A	0/00/0000 01 5-4100-098 MOVING EXPENSE ALLOWANCE
1-1001-000	7/03/2024	CHECK	061001	BURDINE PRINTING	433.63CR	OUTSTND	A	0/00/0000 02 5-4400-205 OUTSIDE UB MAIL SERVICE 216.82 03 5-4500-205 OUTSIDE UB MAIL SERVICE 216.81
1-1001-000	7/03/2024	CHECK	061002	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	0/00/0000 01 5-4100-221 INFORMATION TECHNOLOGY
1-1001-000	7/03/2024	CHECK	061003	CARLILE, JASON	300.00CR	OUTSTND	A	0/00/0000 01 5-4100-080 BOOT ALLOWANCE
1-1001-000	7/03/2024	CHECK	061004	CROSNO CONSTRUCTION, INC	204,789.12CR	OUTSTND	A	0/00/000002 5-4400-437 CIP - WATER TANK REHAB P
1-1001-000	7/03/2024	CHECK	061005	DIVERSIFIED PROJECT SERVICES I	950.00CR	OUTSTND	A	0/00/0000 <b>02 5-4400-226 ENGINEERING &amp; OTHER REIM</b>
1-1001-000	7/03/2024	CHECK	061006	GRAND AWARDS	15.09CR	OUTSTND	A	0/00/0000 <b>01</b> 5-4100-200 OFFICE EXPENSE
1-1001-000	7/03/2024	CHECK	061007	J.B. DEWAR, INC.	370.78CR	OUTSTND	A	0/00/0000 <b>12 5-4350-172 FUEL</b>
1-1001-000	7/03/2024	CHECK	061008	MARBORG	248.00CR	OUTSTND	A	0/00/0000025-4400-320 FIXED ASSETS: EQUIPMENT
1-1001-000	7/03/2024	CHECK	061009	MARRACCINO, ANTHONY	300.00CR	OUTSTND	A	0/00/0000 01 5-4100-080 BOOT ALLOWANCE
1-1001-000	7/03/2024	CHECK	061010	MCCLATCHY COMPANY LLC	84.13CR	OUTSTND	A	0/00/0000 01 5-4100-230 REQUIRED LEGAL NOTICES
1-1001-000	7/03/2024	CHECK	061011	MENDOZA MENDEZ, ANDRES	300.00CR	OUTSTND	A	0/00/0000 <b>01</b> 5-4100-080 BOOT ALLOWANCE
1-1001-000	7/03/2024	CHECK	061012	MINER'S ACE HARDWARE, INC.	19.56CR	OUTSTND	A	0 / 00 / 00000025 -4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	7/03/2024	CHECK	061013	R. BURKE CORPORATION	56,015.80CR	OUTSTND	A	0/00/0000 <b>02</b> 5-4400-361 CIP - PROP1: STORMWATER
1-1001-000	7/03/2024	CHECK	061014	SLO CO DEPT OF PUBLIC WORKS	844,876.52CR	OUTSTND	A	0 / 0 0 / 0 0 0 0 0 0 2 5-4400-261 WATER SUPPLY - LOPEZ 256,661.11 0 2 5-4400-262 WATER SUPPLY - STATE WAT 588,215.41
1-1001-000	7/03/2024	CHECK	061015	SPARLING, DOUG	300.00CR	OUTSTND	A	0/00/0000 01 5-4100-080 BOOT ALLOWANCE
1-1001-000	7/03/2024	CHECK	061016	TYLER TECHNOLOGIES	19,609.31CR	OUTSTND	A	0/00/0000 01 5-4100-226 ANNUAL SOFTWARE MAINTENA
1-1001-000	7/03/2024	CHECK	061017	VESTIS GROUP, INC. DBA VESTIS	99.80CR	OUTSTND	A	0/00/0000 <b>01</b> 5-4100-100 CLOTHING
TOTALS FOR ACCOUN	Т 1-1001-0			CHECK TOTAL: DEPOSIT TOTAL: INTEREST TOTAL: MISCELLANEOUS TOTAL: SERVICE CHARGE TOTAL: EFT TOTAL: BANK-DRAFT TOTAL:	1,132,241.74CR 0.00 0.00 0.00 0.00 0.00 0.00			

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AMOUNT: 0.00 THRU 999,999,999.99

CHECK RECONCILIATION REGISTER

7/03/2024 3:18 PM

All

All

TYPE:

FOLIO:

STATUS: All

COMPANY: 99 - POOLED CASH FUND

ACCOUNT: 1-1001-000 POOLED CASH OPERATING

7/03/202	24 3:18 PM				CHECK RECONCII	LIATION REGISTER					PAGE: 2
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ACCOUNT:	1-1001-000	POOLEI	CASH OF	PERATING			CLEAR DA	TE:	0/00/0	000 THRU 9	99/99/9999
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					INTEREST	TOTAL:	0.00				
					MISCELLANEOUS	TOTAL:	0.00				
					SERVICE CHARGE	TOTAL:	0.00				
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# Payroll Summary Report Board of Directors - Agenda Date July 10, 2024

	(*)	
Gross Wages	6/15/2024	6/29/2024
Regular	\$25,867.09	\$28,170.60
Overtime Wages	\$361.85	\$646.48
Stand By	\$720.00	\$300.00
Gross Wages	\$26,948.94	\$29,117.08
Cell Phone Allowance	\$125.00	\$62.50
Health Pay-Out	\$275.50	\$269.50
Total Wages	\$27,349.44	\$29,449.08
<u>Disbursements</u>		
Net Wages	\$20,667.10	\$21,561.56
State and Federal Agencies	\$4,836.88	\$6,178.35
CalPERS - Normal	\$4,860.03	\$5,355.13
SEIU - Union Fees	\$162.28	\$162.28
Total Disbursements processed with Payroll	\$30,526.29	\$33,257.32
Health (Disbursed with reoccurring bills)	\$5,908.71	\$5,908.71
Total District Payroll Related Costs	\$36,435.00	\$39,166.03

<sup>(\*)</sup> Previously reported in prior Board Meeting packet - provided for comparison.

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7/03/2024 3:20 PM



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

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

www.oceanocsd.org

Date: July 10, 2024

**To:** Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #8(A): Consideration and approval of 2024 Board Elections for the California

Special Districts Association; Candidate Vote; Submittal of Vote

#### Recommendation

It is recommended that the Oceano Community Services District Board of Directors vote for one of the candidates listed on the Official Ballot for Director of the California Special District's Association (CSDA) and direct staff to submit the District's vote to the CSDA before July 26, 2024. The <u>CSDA Board of Directors</u> consists of 18 members (3 members from six of the networks throughout California). The Board meets bi-monthly in Sacramento and each member serves a two-year term. They represent and advocate for special districts by educating the public, staff, and policymakers at all levels.

#### Discussion

Attached are candidate information sheets and statements for individuals running for Seat A on the CSDA Board of Directors in the Coastal Network, which includes the Oceano Community Services District. The OCSD General Manager attends monthly meetings with other CSD General Managers in the county and region, and one of the candidates participates in these monthly meetings, thereby allowing for regular and frequent local collaboration.

#### **Other Agency Involvement**

There are over 2,000 special districts in California, including 38 in San Luis Obispo County.

#### Other Financial Considerations

N/A

#### Results

Participating in CSDA promotes inter-agency collaboration and training for both staff and Board members.

Attachment: Candidate Information & Statements



#### 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

Name: Scott Duffield
District/Company: Heritage Ranch Community Services District
Title: General Manager
Elected/Appointed/Staff: Staff
Length of Service with District: Seven years

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I am currently the Vice President of the San Luis Obispo County Chapter of the CSDA. I attend conferences and trainings regularly.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

I am a registered civil engineer in California and was previously a member of the American Society of Engineers (ASCE). I am a current member of the American Water Works Association (AWWA).

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

I previously served as staff for County government including the County of Riverside for sixteen years and the County of San Luis Obispo for twelve years. During the time as staff for the County of San Luis Obispo, I was involved in numerous advisory committees including the Nacimiento Water Project Commission, the Paso Basin Advisory Committee, and the Water Resources Advisory Committee to name a few (and still involved in the latter in my current role).

4. List civic organization involvement:

None.

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.



#### 2024 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information MUST accompany your nomination form and Resolution/minute order:

<sub>Name:</sub> Elaine Magner
District/Company: Pleasant Valley Recreation and Park District
Title: Board Director - Past Board Chairperson
Elected/Appointed/Staff: Elected
Length of Service with District: 16 Years (Feb 2008)

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

I have been on the CSDA Board of Directors since 2018 and am currently serving as the President for the second year. In the past I have served as the Vice President and Treasurer on the Executive Committee, the Chairperson of the Membership, and the Fiscal Committee. Also, one of the three CSDA board directors on the Special Districts Leadership Foundation (SDLF) and the CSDA representative on the SDLF Scholarship Committee.

I attend CSDA Legislative Days and Conference and Showcase annually. Have completed the SDLF Governance Academy and provide input to many of the CSDA Expert Feedback Teams including the Human Resources and Personnel, Governance, and Revenue Teams.

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

Currently serving on the CARPD legislative committee.

3. List local government involvement (such as LAFCo, Association of Governments, etc.):

Have served as the Pleasant Valley Recreation and Park District representative to the Ventura County Special Districts Association. Am one of the PVRPD Board members on the City of Camarillo/PVRPD Liaison Committee working on a joint needs assessment focusing on senior needs including facilities.

4. List civic organization involvement:

None.

\*\*Candidate Statement – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. Any statements received in the CSDA office after the nomination deadlines will not be included with the ballot.



Fellow Coastal Network Members,

Having represented the Coastal Network as a CSDA Board member since 2016, I'm requesting your support for reelection.

I am currently the President of the CSDA Board of Directors. I have served as on the Executive Committee as the Vice President, Secretary and Treasurer. now an ex-officio on all CSDA committees. I am one of the CSDA representatives to the Special Districts Leadership Foundation and their Scholarship Committee. I've completed the SDLF Leadership Academy, and regularly attend the annual Legislative Days, Annual Conference and Exhibitor Showcases.

As a Director for the Pleasant Valley Recreation and Park District Board since 2008, I've served as Board Chair, on the Personnel and Liaison Committees, and as PVRPD's representative to the Ventura County Special Districts Association and CSDA. I have been honored by VCSDA as Director of the Year.

My career in Public Service for 31 years was in law enforcement Human Resources. Following my retirement, I worked as a contract investigator for the Department of Justice.

My experience on the PVRPD Board and my work as a public servant has provided me with a solid foundation of experience, enabling me to represent your District's interests on the CSDA Board.

As a board member, I represent all special districts in the Coastal Network, supporting CSDA's on-going efforts to offer educational classes and informative conferences and their pro-active legislative advocacy and policy proposals that impact all Special Districts.

If re-elected, I will continue to work with board members and staff to further advocacy efforts at the state and national level, increase membership, and further enhance services provided to member agencies.

I would appreciate your district's support in my re-election as the Coastal Network representative on the CSDA Board of Directors. I respectfully ask for your vote.

Sincerely,

Elaine L. Magner, Director Pleasant Valley Recreation and Park District



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

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

Date: July 10, 2024

**To:** Board of Directors

From: Carey Casciola, Business and Accounting Manager

**Via:** Peter Brown, General Manager

Subject: Agenda Item #8(B): Review and consideration of the District's Board Meeting calendar for

2024

#### Recommendation

It is recommended that the Oceano Community Services District Board of Directors review and consider the District's remaining Board Meetings in the calendar year 2024 and provide staff direction to hold one meeting per month for the last four months of 2024.

#### **Discussion**

The <u>Bylaws</u> adopted by the Board of Directors set the Regular Board Meetings each calendar year. Section 2.1 of the bylaws currently provides for Regular Meetings on every second and fourth Wednesday of the month. Staff is recommending the following schedule for the remainder of 2024:

- Regular Meeting of July 24, 2024
- Regular Meeting of August 14, 2024
- Regular Meeting of August 28, 2024
- Cancellation of the Regular Meeting of September 11, 2024
- Special Meeting of September 18, 2024
- Cancellation of the Regular Meeting of September 25, 2024
- Regular Meeting of October 9, 2024
- Cancellation of the Regular Meeting of October 23, 2024
- Regular Meeting of November 13, 2024
- Cancellation of the Regular Meeting of November 27, 2024
- Regular Meeting of December 11, 2024
- Cancellation of the Regular Meeting of December 25, 2024

The schedule would provide for one meeting a month for the remainder of the calendar year. This could serve as a trial period for staff and Board members to potentially consider an amendment to section 2.1 of the bylaws during the bylaw review in December. The November and December second meetings



**Board of Directors Meeting** 

of the month usually fall on holidays and are therefore canceled. Therefore, the only change from standard practice will be during the months of September and October.

#### **Other Agency Involvement**

The County Sheriff's South Station Commander and Five Cities Fire Authority Fire Chief both attend the meetings to provide reports to the Board of Directors.

#### **Other Financial Considerations**

The District currently holds two meetings a month, which dedicates significant staff time to the preparation of agendas, minutes, and Board stipend disbursements. The District contracts with AGP Video to record and stream the Regular Meetings to SLO-SPAN for \$785 per meeting. If a Board Meeting adjourns after 9 PM, the District is charged overtime by AGP at \$120 per hour in 15-minute increments. The District posted the Request for Qualifications and Proposal for the District's General Legal Counsel, where staff expects the hourly costs for legal services to increase since the current legal services contract was entered into as an interim position. There is a strong potential for increased recruitment and retention of permanent legal counsel by going to one meeting per month. By the District moving to one Board Meeting a month for the period of September – December costs related to Board Meetings would lower by an estimated \$5,900.

More broadly speaking, since compiling agendas, writing staff reports, performing required research, and coordinating with other staff and partner agencies to prepare agendas require a great deal of staff time, staff believes that efficiencies and workload management benefits exist in moving toward one meeting per month. Additionally, the end of 2024 provides an opportunity to see how it works in practice. Due to staff schedules and the annual Community Services District meeting in early September, it is likely that only one special meeting would be scheduled in that month.

If the trial period goes well and the Board would like to consider moving to one meeting per month in 2025, staff can provide further analysis at the December meeting as to the pros and cons of the possible meeting schedule change. Currently, there do not appear to be any adverse effects on critical items like community participation, budgets, or ability to conduct District business. If a special meeting is required or needed, one can always be scheduled to conduct time-sensitive District business. Lastly, one meeting per month allows staff time to prepare well in advance to meet key grant, report filing, or audit deadlines well in advance of statutory or partner agency requirements.



**Board of Directors Meeting** 

For comparison's sake, see the table below showing San Luis Obispo County CSD's and how often they meet:

		Frequency of Meetings						
CSD	Active Powers	1 Per Month	2 Per month	Every Other Month	Quarterly			
Avila Beach	Water, sewer, solid waste, street lighting and fire protection	х						
California Vallay		v						
Camornia valley	Solid waste and road maintenance	Х						
	Water, sewer, solid waste, street lighting,							
Cambria	fire protection, parks & recreation, transit and Veteran's Memorial Administration		х					
Ground Squirrel Hollow	Road maintenace and solid waste	х						
	Water, sewer, solid waste, parks &							
Heritage Ranch	recreation and gas station operation (non-	x						
Independence Ranch		^		х				
	Road maintenance			٨	Х			
Lime	Noad Hamteriance							
	Water, street lighting, fire protection, storm							
Los Osos	drainage and parks & recreation	х						
	Water, sewer, street lighting, drainage,							
Nipomo	landscape maintenance and solid waste Water, sewer (collection - transmission), fire		Х					
	protection, parks & recreation (inactive),							
Oceano	solid waste and street lighting		Х					
San Miguel	Water, sewer, fire protection, street lighting and solid waste	х						
	Road maintenance, water, sewer, street							
	lighting and weed abatement	Х						
Squire Canyon	Road maintenance				Х			
	Water, sewer, drainage, solid waste, street lighting, parks & recreation, fire protection							
Templeton	and cementary		Х					
OTHER	SPECIAL DISTRICTS							
SSLOCSD								
(Sanitation District)	Wastewater treatment	Х						
Port SLO Harbor District	Harbor	х						



**Board of Directors Meeting** 

#### **Results**

Reviewing the upcoming Board Meeting schedule gives staff and the Board an opportunity to strategically plan out the remaining months of 2024.



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

Date: July 10, 2024

**To:** Board of Directors

**From**: Peter Brown, General Manager

**Subject:** Agenda Item #8(C): Evaluation of Authorization to have Ecologistics serve as the 501c3 sponsor of the Lucia Mar School District and the Oceano Parks and Recreation Committee (OPARC) for the purposes of fundraising for the implementation of a community walking and jogging track.

#### Recommendation

Discussion of contracting with Ecologisitics as a 501c3 fiscal sponsor for fundraising related to the Lucia Mar School District and OPARC work to secure funding to implement a community track. Staff recommends that the Board take no action at this time and continue to work with Ecologistics as previously directed unanimously (4-0 vote) by the Board on May 9, 2024.

#### Discussion

The proposed project would build a decomposed granite walking and jogging track on Lucia Mar School District property at the Oceano Elementary School. The Lucia Mar School District would serve as the lead agency and OPARC and the OCSD would serve fundraising and advisory roles.

The current direction prodivded to staff from the OSCD Board of Directors was to enter into a contract with Ecologistics for fundraising services. A Fiscal Sponsorship Grant Agreement between Ecologistics and the District has been drafted. Ecologistics is a California nonprofit public benefit corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("IRC"). Ecologistics has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the purposes of the project known as the Oceano Parks and Recreation Committee. The primary project over the next 12 months will be to raise at least \$150,000 to build a walking/jogging track at Oceano Elementary School. It is possible that total costs will exceed this fund estimate. This new school district infrastructure will be available to both the school and community, when school is not in session.

Some Boardmembers have expressed concerns about some of the other work that Ecologistics is involved with. Their mission statement reads, "We collaborate with people and organizations around the world to create resilient and healthy communities that are environmentally and economically sustainable, and socially just." It does not appear that any conflicts exist in having Ecologistics support this fundraising effort.

Other concerns have been raised about the 6% administration fee charged by the organization to manage the fundraising. Staff sees this as a minimal cost that is much lower than market rate and is a lower cost than the District itself can provide. Additionally, the 6% charge would be on total funds raised, therefore the



**Board of Directors Meeting** 

more successful the fundraising is, the greater the net amount contributed to the project. For example, \$6,000 on \$100k raised, \$9,000 on \$150k raised, and \$12,000 on \$200k raised. In the event of the latter, the Lucia Mar School District would net \$188,000 at the 6% rate.

#### **Other Agency Involvement**

N/A

#### Other Financial Considerations

Significant staff and legal time would be needed to manage the private donation of funds as well as to set up the required framework, legal review and allocation of resources to conduct the fundraising, collection and implementation of donations. Doing so also has the potential to take away limited staff time and resources that may be better directed to our core utility service providing work. Staff and legal duties related to fundraising may also include:

- (1) maintaining the accounting records;
- (2) establishing a separate fund to provide the necessary accounting required by law;
- (3) creating donor agreements and guidelines for solicitation of funds;
- (4) maintaining subsidiary records to track the status of funds that were restricted by the donor for specific programs or events;
- (5) developing policies to address the disposition of donations restricted for activities that may be delayed or canceled and for those occasions when the funds received exceed the costs of the event or activity; and
  - (5) providing separate financial reports.

#### Results

Participating in the current arrangement with Ecologistics would allow for the best use of District resources, would be the most efficient and lowest cost, and would enable the fundraising and therefore project completion to happen in the least amount of time. Alternatively, the District could find a different non-profit that can help with this particular community cause.

#### Attachments:

- Ecologistics Application & Budget
- Ecologistics Contract

# **ECOLO**GISTICS

# **Project Sponsorship Application**

Thank you for your interest in Ecologistics.

For more than 10 years Ecologistics has been dedicated to our mission: We collaborate with people and organizations around the world to create resilient and healthy communities that are environmentally and economically sustainable, and socially just. To further that mission, Ecologistics creates strategies, tools and templates for organizations that support environmental and economic sustainability, and social justice. Ecologistics develops, conducts, and fiscally sponsors programs and projects that provide information, encourage collaboration, generate conversation, inspire action, and engage the community.

Currently there are over 40 projects under Ecologistics' sponsorship, addressing a variety of environmental and social justice issues including climate change, biodiversity, educational equality, waste prevention, world peace, and sustainability. The groups work both independently and interactively through the networking opportunities provided by Ecologistics.

When gamechangers are supported they can change the game. We are looking for activists and social entrepreneurs with inspirational projects that will further our mission to create a resilient and healthy community for the residents of the California Central Coast that is environmentally and economically sustainable. Qualifying projects must:

- Have a clearly defined purpose
- A well-thought out plan and goals
- Dedicated leadership and a community of support
- Identified funding prospects
- Be located within the U.S., even if your work is globally focused.

Ecologistics does not provide fiscal sponsorship to individuals or for-profit/commercial entities.

Is your project a good fit with Ecologistics? We encourage you to review our web site, look over our sponsored projects, and consider the programs and services we offer. Does it seem like you would benefit from our services? Are you interested in learning from and contributing to Ecologistics' network? If so, please feel free to contact us with questions about our fiscal sponsorship program and/or the selection process.

#### **Application Process & Timeline**

Applications are reviewed at our monthly Board meetings during which you will be invited to make a short presentation, either in person or via Zoom.

# PROJECT SPONSORSHIP APPLICATION

Your project application should follow format listed below – including the headers, numbers, and questions. Please be thorough while staying within the requested length limits.

#### **COVER PAGE**

- 1. Date
- 2. Name of Project
- 3. Contact Information including:
  - Project Director's Name
  - Address, City, State, & Zip Code
  - Telephone Number(s)
  - E-mail Address
  - Web Address
- 4. Mission Statement a clear description of where your organization is headed that sets it apart from others and makes a case for the need it fills.
- 5. Project Summary please provide a 1 paragraph (approx. 150 words) description of your project including: goals, strategies, and outcomes

#### **NARRATIVE**

#### **Project Need**

- 6. What is the environmental or social justice issue being addressed by the project? (2 paragraphs)
- 7. How does your project further the mission of Ecologistics? (1 paragraphs)

#### **Project Focus, Implementation & Impact**

- 8. Purpose of the project specific outcome that you seek to achieve. (1 paragraph)
- 9. Please describe the strengths and capabilities of the community you are working with and how you plan to engage with them. (2 paragraphs)

#### **Budget and Funding**

- 10. What are the expected types and amounts of income and expenses for the next year? Please indicate whether any funding has been secured and describe your strongest prospects. (2 paragraphs)
- 11. Provide a proposed income and expense budget for the year ahead. (Suggested format attached.)
- 12. Please outline your fundraising plan including a projected timeline for the next two years. (1 paragraph)
- 13. **Important** in what states do you plan on making pitches to solicit funds? (Ecologistics may have to register with those states' agencies that monitor the activities of charitable organizations)

#### **Expectations**

14. Why do you feel Ecologistics is the best place for your work? (1 paragraph)

633 Ramona Ave, Space 103 •□Los Osos, CA 93402 • Ecologistics.org

15. What can you bring to Ecologistics as a member of our network? Do you see any potential synergies or conflicts with existing projects? (1 paragraph)

#### Qualifications

- 16. Please provide any information demonstrating your ability to implement your project. (2 paragraphs in addition to the attachments listed below.)
- 17. Ecologistics encourages projects to develop an Advisory Committee. Please provide a list proposed Advisory Committee members, organizational affiliations, and qualifications. How will they help you achieve your goals?

#### Miscellaneous

18. How did you hear about Ecologistics' Project Sponsorship & Support program?

#### **DOCUMENTATION AND ATTACHMENTS**

#### **Budget**

Using the attached form, please provide a budget for the next year of operation and, if subsequent years are expected to be dramatically different, a second operational budget.

#### Resume

subject line.

Please attach a resume for your project director.

#### **Additional Project Information**

Please attach any existing articles, brochures, or other available materials that describe your project or the issues you are proposing to address.

Please send your application electronically to: stacey@ecologistics.org Please put "New Project Application" in the email Project applications are accepted at any time and will be considered at the next Ecologistics board meeting.



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

1. Date: May 1, 2024

2. Name of Project: Oceano Parks and Recreation Committee

3. Contact Information:

• Charles Varni, President

1655 Front St, Oceano CA 93445

• (805) 459-6698

presidentvarni@oceanocsd.org

oceanocsd.org

- **4. Mission Statement :** OPARC's mission is to help provide safe recreational access, infrastructure, and programs that enhance the physical, emotional, and social health and quality of life of all Oceano residents.
- **5. Project Description:** The sole purpose of this 501c.3 fiscal sponsorship is to raise money through public donations to support the OCSD Parks and Recreation Committee (OPARC) programs. The primary project over the next eight months will be to raise \$150,000 to build a walking/jogging track at Oceano Elementary school. This new community infrastructure will be available to both the school and community, when school is not in session.

#### Narrative:

- **6. Project Need:** We need your help to realize the dream of our community having a walking and jogging track for all ages to enjoy. Oceano is a community bereft of complete streets and safe routes to our local Oceano Elementary School (OES). Walking is the cheapest and easiest form of exercise. Unfortunately it is not always safe to do in Oceano because so often one is forced to literally walk in the road. This recreational asset will be available for school children during school hours and to the public whenever school is not in session (afternoons, weekends, school holidays). Imagine a regular after school or weekend walking group of parents whose children independently play on the grassy field inside the track or on the playground equipment within sight of the parents. Or senior "Walk and Talk" exercise groups?
- **7.** This project is fully aligned with Ecologistics' organization values of environmental, social, and economic justice in that it provides fiscal sponsorship to OPARC which provides safe recreational access, infrastructure, and programs that enhance the physical, emotional, and social health and quality of life of all Oceano residents. As an economic disadvantaged community with the second lowest median



**Board of Directors Meeting** 

income in the County and highest proportion of Latinos (47%) of any County community needs more reception opportunities.

#### **Project Focus, Implementation, and Impact:**

**8. Purpose:** The purpose of acquiring a fiscal sponsorship is to facilitate public fundraising to support the many recreational projects OPARC envisions for the community, including a walking/jogging track at Oceano Elementary School and community celebratory events or other programs as designated by OPARC and the Board of Directors.

#### **Budget and Funding:**

- **10.** Currently OPARC has \$14,886 in its operating budget with another \$4,614 allocated to OCSD administrative costs. Additionally, OPARC was awarded a \$16,000 grant from State Parks Organization to support field trips to State Parks for OES students on 2024. If successful, these funds would be earmarked for the OES track project.
- 11. See the attached FY 2023/24 Parks and Recreation 3<sup>rd</sup> Quarter Budget Review.
- **12.** The OES Track Project is planning to raise a matching \$50,000 for the CDBG grant from a community fundraising drive titled Champions for Oceano. The goal is to solicit \$5,000 donations from ten individuals, businesses, or organizations in Oceano. We already have informal pledges from four persons and, once we have a fiscal sponsor will be able to launch this portion of the campaign.

Another component of the plan is to apply for community betterment grants to large retailers and financial corporations such as Kohls, Walmart, Target, Wells Fargo, and others. Typically, the maximum award is \$5,000.

Another component is basic grassroots fundraising through local organizations and Oceano Elementary School. The OES PTA has set a \$5,000 goal for their fund raising.

**13.** At this point, no plans to fundraise outside of California with assumption that local offices of national businesses would qualify as being in California.



**Board of Directors Meeting** 

#### **Expectations:**

- **14.** The writer of this has worked with Ecologistics as a fiscal sponsor of Protect SLO County, which organized the citizens initiative Measure G in 2016 to ban new fossil energy infrastructure in SLO County. He has also referred organizations to Ecologistics for fiscal sponsorship, including the Oceano Beach Community Organization. Ecologisitics is a perfect option for OCSD at this point as we do not have the staff or financial resources to create our own non-profit foundation or use staff time to operate donation logistics for the District and a government entity.
- **15.** We do not for see any conflicts of interests with other clients of Ecologistics. We would be hopeful that some of your fiscal sponsees would like to support our OES Track Project or collaborate with us in Oceano community events.

#### Qualifications:

- **16.** The OES Track Project is a collaborative effort with OPARC primarily responsible for fundraising; LMUSD being the project contracting agency; and Habitat for Humanity contributing construction support. The District will provide the fundraising to LMUSD and the school district has overseen numerous multi-million dollar capital improvement projects and the OES Track Project is a very small and simple one. OCSD and LMUSD collaborated on the State Parks field trips grant both in its implementation and operation. President Varni is an successful fundraiser and over the past 10 years has been personally involved in collecting more than \$250,000 in donations.
- **17.** OPARC is a formal Standing Committee of the OCSD. It serves in an advisory capacity to the full board and has no fiscal or policy making authority. Members of the OPARC Committee are:

Charles Varni, President OCSD
Beverly Joyce-Suneson, Director OCSD
Andy Stenson, Director of Facilities, LMUDSD
Jasmine Carranza, Project Manager, Boys and Girls Club
Nicholas Rasmussen, CEO, Habitat for Humanity
Wanda Monson, Chair, OES Safe Routes to School Committee
Ray Monson, Community Member
Community member #2 #3 #4 vacant and in process

18. President Varni has worked with Ecologistics directly and indirectly for the past 10 years.

	OCEANO COMMUNITY SERVICES DISTRICT FUND LEVEL ANALYSIS							
Complete Com	PARKS & RECREATION - GENERAL FUND - FUND 01							
ACCOUNT	GENERAL FUND (GF)	202 ADOPTED	3/24 APPROVED	<u>2023/24</u> CURRENT	ACTUAL AT		ESTIMATED	<u>2023/24</u> EST. BUDGET
NO.	PARKS & RECREATION- 01	BUDGET	ADJUSTMENTS	BUDGET	3/31/2024	75%	ACTUAL	VARIANCE
NO.	FARKS & RECREATIONS OF	BODGET	ADJUSTIVILIATS	DODGET	3/31/2024	73%	ACTUAL	VARIANCE
	SOURCES OF FUNDS							
	REVENUES							
	Total Revenues	\$0	\$0	\$0	\$0		\$0	\$0
	OTHER SOURCES OF FUNDS							
01-4-3900-012	Proposed Budget Adjustment - Parks Ca Grant	0	15,904	15,904	15,904 100%		15,904	0
	Total Other Sources of Funds	\$0	\$15,904	\$15,904	\$15,904		\$15,904	\$0
	Total Sources of Funds	\$0	\$15,904	\$15,904	\$15,904		\$15,904	\$0
	USES OF FUNDS							
	PERSONNEL SERVICES							
	SALARIES & WAGES							
	Total Salaries & Wages	\$0	\$0	\$0	\$0		\$0	\$0
	BENEFITS		•					
	Total Benefits	\$0	\$0	\$0	\$0		\$0	\$0
	Total Personnel Services	\$0	\$0	\$0	\$0		\$0	\$0
	SERVICES & SUPPLIES							
	July 26, 2023 Budget Adjustment - Parks & Recreation	0	13,711	13,711	0	0%	0	13,711
01-5-4850-301	October 11, 2023 Budget Request - Dia de Los Muertos Event	0	1,175	1,175	973	83%	973	202
01-5-4850-302	Proposed Budget Adjustment - Parks Ca Grant		15,904	15,904	3,412	21%	15,904	0
	Total Services & Supplies	\$0	\$30,790	\$30,790	\$4,384	14%	\$16,877	\$13,913
	CAPITAL OUTLAY							
	Total Capital Outlay	\$0	\$0	\$0	\$0		\$0	\$0
	ADMINISTRATIVE COST ALLOCATION							
01-5-4850-376	July 26, 2023 Budget Adjustment - Administrative Cost Allocation	0	4,614	4,614	3,753	81%	4,780	(166)
	Total Administrative Cost Allocation	\$0	\$4,614	\$4,614	\$3,753	81%	\$4,780	(\$166)
	Total Expenditures	\$0	\$35,404	\$35,404	\$8,137	23%	\$21,656	\$13,748
	OPERATING SURPLUS/(DEFICIT)	\$0	(\$19,500)	(\$19,500)	\$7,767		(\$5,752)	\$13,748
	TRANSFERS & ENCUMBRANCES	, , , , , , , , , , , , , , , , , , ,	(715,500)	(\$25,500)	\$7,707		(93,732)	Ç13,740
			10.500	10.500			F 700	(12.724)
	Transfers In - Property Taxes (Transfers Out)	0	19,500	19,500 0	7,767		5,766 0	(13,734)
	Encumbrances - Sources of Funding	0		0			0	0
	Encumbrances - (Designated)	0		0			0	0
	NET TRANSFERS & ENCUMBRANCES	\$0	\$19,500	\$19,500	\$7,767		\$5,766	(\$13,734)

#### FISCAL SPONSORSHIP GRANT AGREEMENT

This Fiscal Sponsorship Grant Agreement (the "Agreement") is made by and between Ecologistics,
Inc. ("Sponsor"), and ("Grantee"). Sponsor is a California nonprofit public benefit
corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue
Code ("IRC"). Grantee is a [form of organization] with a principal office located at

#### **RECITALS**

- A. Sponsor has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the purposes of the project known as [name of project] Project (the "Project"), which is a set of charitable programs and activities with a mission to [describe 501(c)(3)-consistent activities of the project that Ecologistics will be sponsoring, as more particularly described in Exhibit A], within the range of permissible activities consistent with IRC Section 501(c)(3). After appropriate due diligence of Grantee's qualifications and the Project proposal, Sponsor is satisfied that the purposes of the Project are consistent with Sponsor's charitable purposes and Grantee is capable of producing the Project in a professional, competent, and diligent manner. Accordingly, Sponsor has decided to grant all amounts and assets that it may receive and deposit to that restricted fund (less any administrative charges set forth herein) to Grantee, subject to the terms and conditions of this Agreement, to be used in support of the purposes of the Project.
- B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets identified with the purposes of the Project beginning on the Effective Date as defined in Section 1, and using them to pursue the objectives for which the Project is being established, which Sponsor has determined will further its exempt purposes. Grantee desires to conduct the Project with the grant support of Sponsor.

#### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Term of Agreement. On \_\_\_\_\_\_\_\_(the "Effective Date"), this Agreement shall commence and shall continue in effect for a period of one (1) year (the "Term"), unless terminated earlier as provided herein. Upon the completion of the then current Term, this Agreement shall automatically renew for succeeding Terms of one (1) year each. Should either Party wish not to renew this Agreement for any succeeding Term, it shall provide written notice of its desire not to renew this Agreement for a subsequent Term to the other Party at least sixty (60) days prior to the last day of the then current Term, and the provisions regarding termination as set forth in Section 12 shall be followed.
- 2. Project Activities. Sponsor shall not be responsible for the programmatic work, fundraising events, accounts payable and receivable, negotiation of contracts, insurance, day-to-day use of funds granted to Grantee, or other matters related to activities conducted by Grantee, whether associated with the Project or otherwise. No person working on the Project shall be an employee or contractor of Sponsor with respect to such work. Grantee shall assume full and complete responsibility for all liabilities to third parties incurred by or in connection with the Project, including but not limited to accounts payable, any and all claims whether asserted or unasserted while this Agreement is in effect, any performances due under contracts, any goods to be delivered, and any services to be performed.
- 3. <u>Fiscal Sponsorship Policies</u>. Grantee shall provide Sponsor with its governing documents, Employer ID Number, and/or other documentation satisfactory to Sponsor, showing Grantee's separate existence as an organization. Grantee shall abide by the Model C Fiscal Sponsorship Policies of Sponsor

attached hereto as Exhibit B (the "Policies"), which Policies may be amended by Sponsor in its sole discretion from time to time with written notice to Grantee. The Policies include, in addition to other provisions, the administrative and other fees to be paid to the general fund of Sponsor from the Restricted Fund, as defined in Section 9 below.

- 4. Grants. Sponsor shall have authority over the financial administration of the Restricted Fund, as defined below, and shall be responsible for the processing, acknowledgment, and deposit in the Restricted Fund of cash and noncash items received to support and advance the purposes of the Project. Sponsor shall make grants from the Restricted Fund to support the purposes of the Project, subject to the terms and conditions of this Agreement, in amounts and at times in Sponsor's sole discretion. All other authority and responsibility related to the Project shall be vested in and exercised by Grantee, including the duty to comply with the terms of this Agreement and with the terms of any agreements with funding sources, including the preparation of grant reports, although ultimate responsibility for administration of the Restricted Fund rests with Sponsor. All grants made pursuant to this Agreement are gifts, subject to the conditions and restrictions contained herein, and not payments for services. Any grant of a noncash item shall be granted to Grantee on an "as is" basis without any warranty or representation whatsoever, either express or implied, about the condition, merchantability, design, or operation of such item, or its fitness for any particular purpose, or the quality or capacity of the materials in it.
- 5. <u>Intellectual Property</u>. Any tangible or intangible property, including copyrights, trademarks, or other intellectual property, obtained or created by Grantee as part of the Project shall remain the property of Grantee, and Grantee shall be the sole party responsible for the editorial and creative direction of the Project. Notwithstanding the foregoing, Grantee agrees to give archival materials, including documents, collateral, and finished products, to Sponsor at no cost for inclusion in Sponsor's archives, and for use in Sponsor's promotional and programmatic efforts, subject to any third party rights in, and restrictions on the use of, such property. Grantee further agrees to ensure that any finished product or products created by Grantee as part of the Project using funds granted by Sponsor are produced, provided, or otherwise utilized in a manner that benefits the public. Sponsor shall further have the right to reproduce, without any further required consent or license from Grantee, any finished product or products created by Grantee as part of the Project using funds granted by Sponsor in furtherance of Sponsor's exempt purposes.
- 6. <u>Solicitation of Funds</u>. Grantee's directors, officers, employees, and authorized volunteers may, as agents of and on behalf of Sponsor, solicit gifts, contributions, and grants to Sponsor, designated for the purposes of the Project. The choice of funding sources to be approached and the text of fundraising materials shall be subject to Sponsor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support the purposes of the Project shall be executed by Sponsor.
- 7. <u>Use of Grants</u>. Grantee shall use all grants disbursed from the Restricted Fund by Sponsor solely for the purposes of the Project in a manner that is consistent with IRC Section 501(c)(3), and Grantee shall repay to Sponsor any portion of any grant that is not spent or committed for those purposes. Any significant change in the purpose for which a grant is to used must be approved in writing by Sponsor before implementation. Sponsor retains the right, if Grantee materially breaches this Agreement, to withhold, withdraw, or demand immediate return of grants made from the Restricted Fund, and to spend such amounts so as to support and advance the purposes of the Project as nearly as possible within Sponsor's sole judgment. Grantee agrees to acknowledge Sponsor's sponsorship/grants in any Project credits. This acknowledgement shall include a website URL for Sponsor on Project documents, collateral,

and finished products. Grantee further agrees to comply with all state, federal, and local laws in its activities and in the production and/or distribution of publications or other goods or services produced in connection with the Project.

- 8. <u>Independent Contractors</u>. With regard to the selection of any contractors, vendors, or subgrantees to advance the purposes of the Project, Grantee retains full discretion and control over the selection process, acting completely independently of Sponsor. There is no agreement, written or oral, by which Sponsor may cause Grantee to choose any particular contractor, vendor, or subgrantee.
- Restricted Fund; Variance Power. Beginning on the Effective Date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor to support and advance the purposes of the Project into a restricted fund to be used for the sole benefit of furthering the purposes of the Project as those purposes may be defined by Grantee from time to time within the tax-exempt purposes of Sponsor and with the approval of Sponsor (the "Restricted Fund"). Sponsor retains the unilateral right to spend such funds and use such other assets so as to support and advance the purposes of the Project as nearly as possible, subject to any donor-imposed restrictions as to purpose and consistent with the terms of any applicable grant agreement regarding the charitable use of such assets. With regard to the selection of Grantee or any other grantee to carry out the purposes of the Project, Sponsor retains full discretion and control over the selection process, acting completely independently of any revenue source. The parties agree that all money, and the fair market value of all property, in the Restricted Fund be reported as the income of Sponsor, for both tax purposes and for purposes of Sponsor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Restricted Fund as Sponsor's asset in accordance with Accounting Standards Codification ("ASC") paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect.
- Reporting and Recordkeeping. For so long as this Agreement is in effect, Grantee shall submit annual written reports to Sponsor on December 31 of each year, or on the nearest business day following such dates should they fall on a weekend or holiday. Grantee shall also submit a final report to Sponsor upon termination of this Agreement. Each report shall be provided using the Grant Report Form attached hereto as Exhibit C and shall describe the charitable programs conducted by Grantee with the aid of Sponsor's grant(s), the expenditures made with grant funds, and Grantee's compliance with the terms of this Agreement since the later of the Effective Date of this Agreement or the date of Grantee's most recent prior report to Sponsor. The reports required to be submitted by Grantee to Sponsor pursuant to this Section shall contain sufficient information to establish that all grant funds were used for the purposes of the Project and in furtherance of Sponsor's exempt purposes. Grantee shall treat grant funds as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the Project shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Sponsor at reasonable times for review and audit, and shall comply with all reasonable requests of Sponsor for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Sponsor for at least four (4) years after completion of the use of the grant funds.
- 11. <u>Performance of Exempt Purposes</u>. All of the assets received by Sponsor under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of Sponsor. All grant funds shall be used by Grantee solely for the purposes of the Project and, unless Sponsor and Grantee enter into a separate written grant agreement, Grantee shall not use any portion of

the grant funds to attempt to influence legislation within the meaning of IRC Section 501(c)(3) and the associated Regulations. Grantee acknowledges that any and all grants made by Sponsor to Grantee are intended to constitute "controlled grants" within the meaning of 26 CFR § 56.4911-4(f)(3) unless otherwise specified in a separate written grant agreement. Should Grantee use any portion of the grant funds for a purpose other than the purposes of the Project, including attempts to influence legislation or for other lobbying activities, without the prior written consent of Sponsor, Grantee shall repay to Sponsor any portion of the grant funds which is so used by Grantee. If Grantee engages in conduct that Sponsor determines in its sole discretion may jeopardize Sponsor's legal or tax-exempt status, Sponsor retains the right to withhold, withdraw, or demand immediate return and repayment of any grant funds from Grantee. Grantee shall not use any portion of the grant funds or proceeds of the grant funds to directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; nor to take any other action inconsistent with IRC Section 501(c)(3).

#### 12. <u>Termination</u>.

- a. Grounds for Termination. This Agreement may be terminated (1) by Sponsor when the objectives of the Project can no longer reasonably be accomplished, including when insufficient funds remain in the Restricted Fund held for the purposes of the Project, as determined by Sponsor in its sole discretion; (2) by either party when either Grantee or Sponsor desires to terminate Sponsor's fiscal sponsorship of the Project for any reason, including if one party has given notice to the other of its intent not to renew this Agreement for a subsequent Term; or (3) by either party based upon a material breach of this Agreement by the other party. When either party desires to terminate this Agreement, it shall provide a written notice of termination to the other party.
- b. <u>Understandings Upon Receipt of Notice of Termination</u>. Upon receipt of a written notice of termination of this Agreement on any grounds, if Sponsor continues to hold funds in the Restricted Fund for the purposes of the Project, the parties shall have sixty (60) days to find another nonprofit corporation which is (i) tax exempt under IRC Section 501(c)(3); (ii) not classified as a private foundation under IRC Section 509(a); and (iii) willing and able to sponsor the Project (a "Successor"). The ability to sponsor the Project and meet the requirements of a "Successor" shall be evidenced by having exempt purposes consistent with the purposes of the Project and the administrative and financial capacity to competently and lawfully sponsor the Project, as determined by Sponsor. The Successor must be approved in writing by both parties by or before the end of the sixty (60) day period. If the parties do not identify or are unable to agree on a Successor by the end of the initial sixty (60) day period, Grantee shall have an additional sixty (60) day period to find a Successor, subject to Sponsor's approval in its sole discretion. If a Successor is found and agreed to by the parties, the balance of assets, including any tangible or intangible noncash assets, held by Sponsor in its Restricted Fund for the purposes of the Project shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If Grantee has formed a new organization meeting, or Grantee itself meets, the definition of a Successor as set forth in this Subsection, such organization shall be eligible to receive all such assets so long as such organization has received a determination letter from the Internal Revenue Service indicating that such qualifications have been met, by no later than the end of the notice period or any extension thereof.

- c. <u>Timing of Termination</u>. This Agreement shall terminate upon the earlier of (1) the expiration of the notice period or any extension thereof as set forth in Subsection b above, or (2) the transfer of the balance of assets held by Sponsor in its Restricted Fund for the purposes of the Project to a Successor. If no Successor is found within the notice period or any extension thereof as set forth in Subsection b above, this Agreement shall terminate and Sponsor may dispose of the assets held in the Restricted Fund for the purposes of the Project, in its sole discretion, in any manner consistent with applicable tax and charitable trust laws. If the parties mutually wish to earlier terminate this Agreement without identifying a Successor, they may do so in a writing signed by both parties.
- 13. Grantee Warranties. Grantee hereby represents and warrants that it is duly formed, validly existing, and in good standing and has all requisite power and authority to engage in the activities contemplated by this Agreement. Grantee further represents and warrants that the Project and its production do not violate any personal or private rights, copyright or trademark rights, or any other rights of any third party. In addition to the obligations set forth in Section 14 of this Agreement, Grantee agrees, to the fullest extent permitted by law, to hold Sponsor harmless from, and defend Sponsor against, any claims of such violations, including, without limitation, reasonable attorneys' fees and court costs of Sponsor, its officers, directors, employees, successors, permitted assigns, and agents.
- 14. <u>Indemnification</u>. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, and its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, losses, suits, proceedings, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, or its officers, directors, employees, agents, successors, and permitted assigns in applying for or accepting grants from Sponsor, in expending or applying the funds or other noncash items furnished by Sponsor pursuant to such grants, in carrying out the Project, or from any material breach of this Agreement by Grantee, except to the extent that such Claims arise directly and wholly from any act or omission of Sponsor or its officers, directors, employees, agents, successors, or permitted assigns. Grantee shall assume, at its sole cost and expense, the defense of such Claim with counsel reasonably satisfactory to Sponsor. Grantee will not be subject to any liability for any settlement made without its consent. Grantee shall not, without consent of Sponsor, effect any settlement or discharge or consent to the entry of any judgment, unless such settlement of judgment includes as an unconditional term thereof the giving by the claimant or plaintiff to Sponsor of a general release from all liability in respect of such Claim. Notwithstanding anything herein to the contrary, the indemnification provisions of this Section shall survive any termination of this Agreement for any reason.
- 15. <u>Notice</u>. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by email in the manner provided in this Section, to the following persons:

To Grantee:	
	Attn:
	Address
	Address
	Telephone:

Email:	

To Sponsor:

Ecologistics, Inc.
Stacey Hunt

633 Ramona Ave, Space 103

Los Osos, CA 93402

Telephone: (805) 548-0597 Email: stacey@ecologistics.org

A party may change its address or other contact information included above by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address or other contact information. If sent by mail, notice shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by email, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the email account, addressed as set forth above. For purposes of calculating these time frames, weekends, and federal holidays shall be excluded.

- 16. <u>Insurance Obligations</u>. Sponsor may require Grantee, at its sole cost and expense, to procure and maintain insurance in commercially reasonable amounts and by an insurer reasonably acceptable to Sponsor against claims for injuries to persons, damages to property, or loss of any kind which may arise from the production of the Project, or any actions taken in connection with the Project, by Grantee or Sponsor, or their officers, directors, agents, representatives, employees, or subcontractors. If such insurance is required, Grantee agrees that Sponsor, and its officers, directors, agents, representatives, employees, and subcontractors are to be covered as additional insureds. Grantee further agrees to provide Sponsor with copies of insurance certificates evidencing such coverage and receipts showing payment of premiums therefore, and will deliver updated certificates and receipts to Sponsor upon Sponsor's request. Sponsor shall have no liability whatsoever for any loss that may occur by reason of the absence, insufficiency, or cancellation of any insurance coverage of or for Grantee.
- 17. Miscellaneous. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law provisions. The parties hereto agree and consent to the exclusive jurisdiction of and venue in the courts of general jurisdiction of the State of California located in the County of San Luis Obispo. This Agreement may not be assigned by Grantee, including by operation of law, without the prior express written consent of Sponsor. This Agreement shall be enforceable by, inure to the benefit of, and be binding upon the parties' respective successors in interest, if any, and any permitted assigns. Time is of the essence of this Agreement and of each and every provision hereof. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and no party shall make any such representation to anyone. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties. Any waiver of any terms, covenants, and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants, and/or

conditions hereof shall not be construed as a waiver of any other terms, covenants, and/or conditions hereof nor shall any waiver constitute a continuing waiver.

- 18. Entire Agreement; Counterparts. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated herein by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement; provided, however, that the Policies of Sponsor attached hereto as Exhibit B may be amended by Sponsor from time to time in its sole discretion with written notice to Grantee. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 19. <u>Authority</u>. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind its respective party to each of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Grant Agreement effective as of the Effective Date.

EcoLodis IIcs, IIvc.		
By:Stacey Hunt, CEO	Dated:	
SPONSORED ORGANIZATION		
By:NAME], [Title]	Dated:	

ECOLOGISTICS INC

## EXHIBIT A

## PROJECT DESCRIPTION

#### **EXHIBIT B**

# MODEL C FISCAL SPONSORSHIP POLICIES OF ECOLOGISTICS, INC.

#### **General Requirements**

- **Separate Legal Entity.** Although Ecologistics, Inc. ("<u>Ecologistics</u>") will properly report any funds or property it receives for the purposes of the project, because Grantee remains a separate legal entity, it will continue to be subject to all laws, regulations, registrations, and filing requirements applicable to it, compliance with which shall remain its sole responsibility.
- Fundraising. Grantee's directors, officers, employees, and authorized volunteers (collectively, "Grantee's agents") may, as agents of and on behalf of Ecologistics, solicit gifts, contributions, and grants to Ecologistics, designated for the purposes of the project. However, Grantee's agents, acting as agents of and on behalf of Ecologistics, must get prior written approval from Ecologistics before approaching a potential funding source and a copy of any fundraising mailing or solicitation related to a project, including a grant proposal, must be approved by Ecologistics management in advance of mailing, submission, or other distribution. Grantee's agents, acting as agents of and on behalf of Ecologistics, may not conduct any fundraising activities involving an element of chance, such as bingo or raffles, unless they notify Ecologistics management in advance and adhere to applicable state regulations. For instance, any desired raffle activities may require Ecologistics to file certain forms with one or more state's Attorney General's offices, both prior to and following the raffle. Any funds raised for the purposes of a sponsored project in a manner inconsistent with these terms may be returned, in Ecologistics' sole discretion, and/or the respective Fiscal Sponsorship Grant Agreement may be terminated.
- Grants Received. Ecologistics management must sign all original grant agreements and be copied at least one (1) week in advance on all interim and final report submissions required under any grant agreement associated with the project. Ensuring compliance with the terms of any grant agreement, including the preparation of any required grant report, is the responsibility of Grantee, although ultimate responsibility for administration of funds in the restricted fund rests with Ecologistics. Grants involving government or public agency monies typically have very heavy reporting and auditing requirements that Grantee's agents, acting as agents of and on behalf of Ecologistics, must discuss with Ecologistics management in advance of acceptance.
- Donations/Contributions. Ecologistics will accept, process, and acknowledge contributions made to support the purposes of the project. This includes issuing receipts for tax deduction purposes. Donations may be made payable to Ecologistics, with the name of the project in the memo line. Stock gifts can only be made through Ecologistics' designated broker. It is Ecologistics' general policy not to intentionally publicly disclose the identities of donors. Grantee shall make no external disclosure of any Ecologistics donor's identity without the donor's prior permission. When acting as agents of Ecologistics, Grantee's agents shall not provide any legal or accounting advice to any donor or potential donor and shall advise any donor or potential donor to consult with their own professional tax adviser or attorney regarding any questions.

- Communications With Potential Donors. In the course of fundraising, Grantee's agents, acting as agents of Ecologistics, may solicit commitments from donors prior to Ecologistics receiving the funds. In general, Ecologistics regards such promises to give as mere statements of intent, which Ecologistics will not seek to enforce through legal action. In the unusual situation where Grantee's agents wish to have a donor sign a legally enforceable pledge, Grantee should contact Ecologistics management in advance. The collection of any amounts which potential donors have expressed an intent to contribute shall be the responsibility of Grantee's agents, acting as agents of Ecologistics.
- Accounting. Ecologistics will separately account for all funds received and expended, including in grants made to Grantee, for the purposes of the project and will provide Grantee with a monthly accounting of all such transactions. Any desired corrections to such accounting must be requested by Grantee within thirty (30) days after receipt of the accounting. Grantee shall treat all grant funds received from Ecologistics as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the project shall be charged off against the grants and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Ecologistics at reasonable times for review and audit, and shall comply with all reasonable requests of Ecologistics for information and interviews regarding use of grant funds.
- Additional Services. Should Grantee request that Ecologistics provide it any services of any nature, other than the making of grants pursuant to the respective Fiscal Sponsorship Grant Agreement, such services shall only be provided pursuant to a separate written agreement between the parties. Ecologistics may charge additional fees, costs, and/or charges in connection with providing any such services.
- **Ecologistics Communications.** Grantee agrees to respond to Ecologistics requests and communications in a timely manner.

#### Administrative and Other Fees and Charges

- In order to compensate Ecologistics for its services provided in administering a fiscally-sponsored project, an administrative fee will be charged. The administrative fee will be structured as a percentage of gross receipts raised in support of the purposes of the project. The administrative fee will be equal to six percent (6%) of (1) all funds received by Ecologistics for the purposes of the project, regardless of source, and (2) the value of all noncash items or assets received by Ecologistics for the purposes of the project (the "administrative fee").
- Notwithstanding the foregoing, grants received by Ecologistics for the purposes of the project that involve government or public-agency funds are typically subject to increased reporting and/or auditing requirements and are therefore subject to an administrative fee of **ten percent (10%)**. Any such grant over the amount of five hundred thousand dollars (\$500,000.00) may also be subject to additional fees in connection with audit expenses, in the sole discretion of Ecologistics.
- Should sponsorship of a project be transferred to Ecologistics from another fiscal sponsor, a onetime roll-over fee of five hundred dollars (\$500.00) will be charged at the time that the fiscal sponsorship relationship is established with Ecologistics, regardless of the amount transferred, and

- the administrative fee will not apply to such transferred funds. The administrative fee will apply to subsequent gross receipts in support of the purposes of the project, as set forth above.
- The administrative fee will be charged at the time the contributions in support of the purposes of the project are received by Ecologistics.
- In addition to the administrative fee, Ecologistics shall also charge an annual fee of two hundred and fifty dollars (\$250.00) per Model C sponsored project, to be paid from the restricted fund held by Ecologistics for the purposes of the sponsored project (the "annual fee"). This annual fee will be waived with respect to any Model C project that raised [four thousand dollars (\$4,000.00)] or more in the prior year. Ecologistics reserves the right to increase this annual fee in its sole discretion.
- All interest earned in connection with the funds or assets held in the restricted fund for the purposes of the project shall be the property of Grantee.
- Such fees will be paid to the general fund of Ecologistics. They are necessary to compensate Ecologistics for its services provided in administering fiscal sponsorship, and thus become unrestricted rather than restricted assets when paid to the general fund of Ecologistics. Once paid to the general fund of Ecologistics, fees and charges will not be returned or refunded.

#### **EXHIBIT C**

#### **GRANT REPORT FORM**

Please complete and return this Grant Report Form (the "<u>Grant Report</u>") to Ecologistics, Inc. ("<u>Ecologistics</u>") at stacey@ecologistics.org as set forth in the Fiscal Sponsorship Grant Agreement. Terms used herein have the same definition as given in the Fiscal Sponsorship Grant Agreement.

# I. Grants Information

Proje	ect/Program Funded:	
Perio	od Covered by this Report ("Report Period"):	
Amo	ount of Grant Funds Received: \$	
Amo	ount of Grant Funds Expended: \$	,
	II. Grantee Contact Information	
Cont	tact Name:Title:	
Maili	ing Address:	
Phon	ne: Email:	
	III. Grant Report	
c c	Confirmation of Requirements. Please confirm that each of the following requirements was reconsistent with the Fiscal Sponsorship Grant Agreement by checking each box. If you are not a confirm any of the requirements below, please provide an explanation in a narrative attached to report.	ble to
	The grant funds received by Grantee were used exclusively in furtherance of the purposes of Project and consistent with Sponsor's exempt purposes under IRC Section 501(c)(3)  The grant funds received by Grantee were not used for any attempt to influence legislation of other lobbying activities of any nature  The grant funds received by Grantee were not used in violation of or in a manner inconsister the Fiscal Sponsorship Grant Agreement  The grant funds received by Grantee were held and accounted for in a separate fund restricte use in furtherance of the purposes of the Project  No changes have occurred to Grantee's tax-exempt status or legal status since the Fiscal Sponsorship Grant Agreement was entered into	or for nt with

B. Statement of Revenues and Expenditures associated with the Grant Purposes. Include a detailed statement of revenues and expenses accounting for the expenditures of all grant funds received by

Grantee:

Grantee for the purposes of the Project, including appropriate documentation demonstrating that all such grant funds were used exclusively in furtherance of the purposes of the Project and that no such grant funds were used for any attempt to influence legislation or for other lobbying activities of any nature.

- C. **Programmatic Accomplishment(s).** In an attached narrative no longer than [two (2)] pages total, please respond to the following questions:
  - 1. What were the major accomplishments achieved with the grant funds? Describe the goals for the Project as well as Grantee's success in meeting those goals.
  - 2. Did Grantee experience any challenges that may have prevented accomplishing its goals or completing the Project?
  - 3. What are Grantee's plans for the Project in the future? How will Grantee sustain it in the coming years?
  - 4. Please share any success stories or evaluation data from those who benefited from the Project.
- D. **Publicity Materials.** Please attach copies of publications or other public communications acknowledging or referencing Ecologistics related to the grant funds.

I hereby certify that the above and attached statem	nents are true, accurate, and complete.
Signature of Authorized Representative	Date
Name of Authorized Representative	Title of Authorized Representative
For Sponsor's Use Only	
Reviewed by:	On:



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

Date: July 10, 2024

**To:** Board of Directors

From: Charles Varni, President

Subject: Agenda Item #8(D): South San Luis Obispo County Sanitary Distict Coastal Development Permit

Conditions

#### Recommendation

It is recommended that the Board review and discuss of South County Regional Wastewater Treatment and Wastewater Recycling. No Board action is needed at this time.

#### Discussion

The purpose of this staff report is to inform the OCSD Board of Directors and the members of the Oceano community of the challenges faced by the South San Luis Obispo County Sanitary District with regard to the siting and operation of the current and potentially future wastewater treatment facility.

- 1. OCSD Advocacy Platform from Feb 13, 2019 suggests four specific goals consisting of:
  - A. The District supports project efforts promoting groundwater sustainability.
  - B. The District's public outreach efforts will focus on impartial material.
- C. The District will seek public input in a timely manner to help insure that the Board of Directors' decisions are in the best interests of community residents, property owners and businesses while considering and balancing project needs, benefits, environmental issues and fiscal impacts.
- D. Varying opinions on the project(s) will be considered by the District in a respectful and courteous manner.
  - May 10, 2017 Conditional Use Permit from the California Coastal Commission- Document W37a Revised Findings

This is a critical document for all persons interested in South County regional wastewater management issues. The California Coastal Commission (CCC) granted a Coastal Development Permit (CDP) to the South San Luis Obispo County Sanitation District (SSLOCSD) to build a treatment redundancy project at the SSLOCSD facility. As a condition of this permit, SSLOCSD was mandated to complete studies and reports on the assessing the cost-benefot of the relocation and construction of a new wastewater treatment and recycled wastewater plant to a location where it will not be threatened by flooding or sea level rise. The first 10 year progress report on this planning process is due to the CCC Executive Director in May of 2027. SSLOCSD is a joint powers agreement Special Services District governed and supported by the OCSD, City of Grover Beach, and City of Arroyo Grande.



**Board of Directors Meeting** 

In section 2 of the Special Conditions it reads "The long-term solution must include evaluation of the eventual relocation of the plant to an area that is safe from these and other coastal hazards, and to an area that does not require protective devices or substantial alterations of rivers and streams, including lagoon breaching and other lagoon management."

#### 3. May 23, 2019 Coastal Hazards Monitoring Plan

The CCC requires SSLOCSD to complete the above report by the date indicated and yearly updates. This plan will detail the monitoring of flooding and other coastal hazards at the site; how such hazards can impact plant operations; identify necessary changes to the plant to increase its protection; and identify a set of triggers to indicate when changes need to be made.

#### 4. April 23, 2019 Life Expectancy Analysis

The CCC requires the SSLOCSD to complete the above report by the date indicated. "The primary purpose of such an analysis is to help determine when the plant cannot function without substantial investment in a new infrastructure and protective measures, all serving to help define the point at a future date when it might be appropriate to relocate the current waste water treatment plant (WWTP)."

#### Conclusions of this study include:

- Redundancy project flood protection proofing will protect the facility from seal level rise (SLR) flooding until at least 2050 based on SLR modeling from 2013 and 2015.
- —Operating and maintaining the existing physical plant until 2047 will cost approximately \$64 million, which does not include costs for staffing, power, reporting, or monitoring.
- Estimated costs to relocate the plant with a similar system of operations is approximately \$160 million. This estimation does not include purchase cost of a new site, tertiary treatment to potable standards, or demolition of old plant and habitat restoration. Total relocation costs and plant upgrades are unknown at this time but could exceed \$300 million depending on when and where they are constructed.

#### 5. May 10, 2022 Coastal Hazards Response Plan

The CCC requires SSLOCSD to complete this plan by the date above and include: a detailed cost-benefit analysis of maintaining the plant in its at the present location versus relocating the plant to an area safe from flooding and coastal hazards; detail expected costs of purchasing land for a new plant, costs to decommission the existing plant, costs to restore the site to its original condition, costs to upgrade the plant to full tertiary treatment and water recycling; all costs related to new infrastructure and timeframes for land acquisition, planning, permitting, design, construction and eventual operation of a relocated plant.

#### Conclusions of this study unclude:

- a new plant with tertiary treatment would cost approximately \$230 million. This cost estimate is not comprehensive and is likely to escalate over time.
- total planning, design, and build time would be up to 17 years.



**Board of Directors Meeting** 

#### 6. May 10, 2027 SSLOCSD Progress Report to CCC Executive Director

The CCC requires a progress report every 10 years from the SSLOCSD which indicates "significant and diligent progress" on all of the aforementioned plans and analyses. The first report is due in three years.

SSLOCSD and its three member agencies can start the planning, design, and implementation of a robust public engagement and education process for regional wastewater treatment and recycling.

#### Attachments:

- 2019 Advocacy Platform
- Water Shortage Contingency Plan



## Water Resource Advocacy Platform – January 2019

#### Introduction

The Board of Directors acknowledges the severity of California's current drought and recognizes that water resource constraints will continue to exist well into the foreseeable future. The need for multi-agency efforts, collaboration and long-term water resource management is important to reduce economic and social impacts of droughts and to promote healthy and prosperous communities. The Oceano Community Services District is committed to helping to ensure that regional needs are addressed, and met, in an equitable manner.

The Board of Directors advocates for the development of the State Water Emergency Program and the Regional Groundwater Sustainability Project.

#### **State Water Emergency Program**

**Problem Statement**: The implementation of the State Water Project by the County of San Luis Obispo<sup>1</sup> in the 1990's was accomplished as a result of multiple contractual arrangements with local agencies which provide a *long-term permanent supply* for those communities who participate in the project. Certain contract provisions require that all contracts with local agencies be uniform. As a result, the development of an emergency program to sell water to agencies with short-term drought needs is not provided in the existing agreements.

**Resolution:** The approval of amendments to existing agreements between the County of San Luis Obispo and the local State Water Subcontractors could provide the terms and provisions under which Emergency Water can be sold to agencies. Any such contract amendments should be developed so that the Emergency Program can be implemented in future years without additional contractual constraints, with pricing of Emergency Program water that is equitable, and with revenue sharing between the County and existing State Water Subcontractors.

<sup>&</sup>lt;sup>1</sup> The "County of San Luis Obispo" refers to the San Luis Obispo County Flood Control and Water Conservation District, which is a component unit of the County of San Luis Obispo, administered by County staff and governed by the Board of Supervisors.



## Oceano Community Services District Water Resource Advocacy Platform – January 2019

#### Regional Groundwater Sustainability Project

**Problem Statement:** While the City of Pismo Beach should be commended for their leadership on the RGSP, the complexities involved in developing the RGSP are significant. The flows, treatment and disposal of wastewater from the communities of Arroyo Grande, Grover Beach and Oceano are controlled under the jurisdiction of the South San Luis Obispo County Sanitation District. Pumping of groundwater is provided in the stipulations adopted for the Northern Cities Management Area of the Santa Maria groundwater basin but *without regard* to wet, normal and dry hydrological cycles. The benefits of the RGSP therefore, while significant and important, have not been quantified during differing hydrological cycles and specific benefits to the local communities is unknown at this time. Additionally, further complexities include understanding the benefits provided by agencies that import supplemental water because supplemental water will further enhance groundwater levels through reclamation efforts - in contrast to reclaiming groundwater that had been previously been pumped. In summary, the RGSP complexities create project risks if they are not addressed in a thoughtful and timely manner.

**Resolution**: The development of an agreement between the City of Pismo Beach and the South San Luis Obispo County Sanitation District is of primary importance since the two agencies have jurisdiction and control of wastewater flows, treatment and disposal. Development of a joint regional project by the agencies will help ensure that recovery of treated wastewater for subsequent beneficial use is maximized, that economies of scale will help reduce costs, and that agreements involving Oceano CSD, Arroyo Grande and Grover Beach can be considered. Oceano CSD Board members who represent the South San Luis Obispo County Sanitation District (SSLOCSD) are hereby directed to support collaborative efforts between the City of Pismo Beach and the Sanitation District and to provide periodic updates to the Oceano CSD Board of Directors.

The District's community specific goals associated with the project include the following:

- 1. The District supports project efforts promoting groundwater sustainability.
- 2. The District's public outreach efforts will focus on impartial information.
- 3. The District will seek public input in a timely manner to help ensure that the Directors' decisions are in the best interest of the community residents, property owners, businesses, social, economic and industrial burdens, environmental justice while considering and balancing project needs, benefits, environmental issues and fiscal impacts.
- 4. Varying opinions on the project will be considered by the District in a respectful and courteous manner.
- 5. The District will seek co-equal analysis of site alternatives to be included in the EIR or EIS.
- 6. The District's Board appointees to the SSLOCSD to request that discussion items be placed on the SSLOCSD agenda, at the appropriate time in the future, to review and consider options on potential roles that SSLOCSD might undertake for the project including but not limited to resource commitments, operations, implementation, environmental, funding and governance.

# Water Shortage Contingency Plan



Oceano Community Services District 1655 Front Street | PO Box 599 Oceano, CA 93475-0599 PH (805) 481-6730

www.oceanocsd.org

CA4010005

June 14, 2023

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#### Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of public water system (PWS) supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Oceano Community Services District (District) hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Water Shortage Contingency Plan (the Plan) are considered to be non-essential. Continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section X of the Plan.

#### Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the District by means of email notification and hard copy and website posting of notices for the opportunity to provide public input at the District Board of Director Meeting that occurred on June 14, 2023.

#### **Section III: Public Education**

The District will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of presentations at Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases, as appropriate.

#### Section IV: Coordination with Regional Water Planning Groups

The service area of the District is located within the San Luis Obispo County Integrated Regional Water Management (IRWM) Region and the District has provided a copy of this Plan to the San Luis Obispo County Flood Control and Water Conservation District (SLOCFC&WCD) which is the wholesale agency for the District's Lopez Reservoir (Zone 3) and State Water Project water supplies and the lead agency for the IRWM Region. Additionally, the District overlies the Northern Cities Management Area (NCMA) of the Santa Maria Valley Groundwater Basin. The District has provided a copy of this plan to the SLOCFC&WCD, Zone 3 and neighboring NCMA Agencies.

#### Section V: Authorization

The General Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The General Manager, or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

#### **Section VI: Application**

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the District. The terms "person" and "customer" as used in the Plan may include individuals, corporations, partnerships, associations, and all other legal entities.

#### Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

<u>Aesthetic water use</u>: water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

<u>Commercial and institutional water use</u>: water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as schools, hospitals, clinics, retail establishments, hotels and motels, restaurants, and office buildings.

<u>Conservation</u>: those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses

<u>Customer</u>: any person, company, or organization using water supplied by the District.

<u>Domestic water use</u>: water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

<u>Deep Well Index:</u> the average water level of three NCMA sentry wells (24B03, 30F03, 30N02). This water level index is utilized to gauge the ability of the NCMA portion of the Santa Maria Valley Groundwater Basin to withhold potential landward migration of seawater (i.e., seawater intrusion).

**Even number address:** street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

<u>Industrial water use</u>: the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

<u>Landscape irrigation use</u>: water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, rights-of-way and medians.

**Non-essential water use:** water uses that are not essential nor required for the protection of public, health, safety, and welfare, including:

- (a) irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided under this Plan;
- (b) use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle:
- (c) use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (d) use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (e) flushing gutters or permitting water to run or accumulate in any gutter or street:
- (f) use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (g) use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;
- (h) failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (i) use of water from hydrants for construction purposes or any other purposes other than firefighting.

<u>Odd numbered address</u>: street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

#### Section VIII: Criteria for Initiation and Termination of Drought Response Stages

The General Manager or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan, that is, when the specified "triggers" are reached.

The triggering criteria described below are based on: an assessment of current/projected drought conditions and available water supply from the District's water sources (i.e., State Water Project (SWP), Lopez Reservoir and Groundwater. For operating within its WSCP, the District will utilize the following water supply availability evaluation as a framework for determining which WSCP Stage is appropriate to implement:

- 1. If greater than 2 years of water is available in storage to meet the 3-year average historic demand, then the District enters or remains in Stage 1;
- 2. If the Deep Well Index is greater than 7.5 feet, then the District enters or remains in Stage 1;
- 3. If less than 2 years of water is available in storage to meet the 3-year average historic demand and the Deep Well Index is less than 7.5 feet, then State Water Project and Lopez Allocations will be evaluated to determine water supply availability and potential implementation of corresponding WSCP Stages.
  - a. The following table provides guidance for which combinations of SWP and Lopez Allocations would trigger which WSCP Stages.
    - i. In these calculations it is assumed that the District has 225 Acre-Feet per Year (AFY) of groundwater supply available to meet water demands and that the 3-year average water demand is 800 AFY. These assumptions will need to be re-evaluated as conditions change in the future.

			State Water Project Allocation				
		>40%	30%	20%	10%	5%	0%
tion	100%	Stage 1	Stage 1	Stage 1	Stage 3	Stage 4	Stage 5
Allocation	90%	Stage 1	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
-	80%	Stage 1	Stage 1	Stage 2	Stage 4	Stage 5	Stage 6
Lopez	65%	Stage 1	Stage 1	Stage 2	Stage 4	Stage 5	Stage 6
	0%	Stage 1	Stage 3	Stage 5	Stage 6	Stage 6	Stage 6

4. The District General Manager will additionally evaluate other potential water supply availability considerations (e.g., natural disasters; water delivery interruptions, additional water sources available, hydrologic patterns and conditions, etc.) and implement appropriate WSCP Stages and/or Response Actions as appropriate.

The following table describes each water shortage stage as well as PWS-specified triggers, response actions and notification procedures.				

Response Shortage Stage Range	Trigger	Response Action	Notification Procedures
Stage 1 WATCH Up to 10%	>More than 2 years of water available in storage; or Deep Well Index over 7.5 ft; or SWP/Lopez Allocations greater than the Stage 2 Thresholds	No reduction in total water demands from baseline.	Board of Director Meetings, billing inserts
Stage 2 WARNING Up to 20%	cLess than 2 years of water available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 2 triggers	Use of water which causes runoff onto adjacent properties, non-irrigated areas, private and public walkways, roadways, gutters, parking lots, or structures is prohibited.  No water shall be used for cleaning driveways, patios, parking lots, sidewalks, streets, or other such uses except as found necessary by the District to protect the public health or safety.  Using water in a fountain or other decorative water feature, except where the water is part of a recirculating system, is prohibited.  Outdoor irrigation prohibited after 10am and before 4pm.  Applying water to outdoor landscapes during and within 48 hours after measurable rainfall is prohibited.  Unauthorized use of water from any fire hydrant is prohibited.  Vehicles may only be washed at commercial carwashes that re-circulate water or by high-pressure/low-volume wash devices.  Irrigation of private and public landscaping, turf areas, and gardens is permitted at even-numbered addresses only on Mondays and Thursdays, and at odd-numbered addresses only on Tuesdays and Fridays. All customers are directed to use no more water than necessary to maintain landscaping.  Expeditious leak repair (within 48 hrs.)  In public spaces, reduce irrigation of turf and play areas to minimum levels necessary to protect the health and safety of school children and park visitors.  Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary.  Construction operations receiving water from a construction meter or water truck shall not use water unnecessarily for any purpose other than those required by regulatory agencies. Construction projects requiring watering for new landscaping materials shall adhere to the designated irrigation regularements.  Ornamental landscape or turf that utilizes properly operating water -efficient devices which include, but are not limited to, dripf micro irrigation systems, stream rotor sprinklers, and are operated by a functional irrigation controller, may upon verificat	Board of Director Meetings, billing inserts, email notifications

Stage 3 ACUTE	Up to 30%	<less 2="" 3="" 7.5="" allocations="" and="" available="" corresponding="" deep="" ft;="" in="" index="" less="" lopez="" of="" p="" stage="" storage;="" swp="" than="" the="" to="" triggers<="" water="" well="" years=""></less>	<ul> <li>Emptying and refilling swimming pools and commercial spas is prohibited except to prevent structural damage and/ or to provide for the public health and safety.</li> <li>Prohibit use of potable water for fire drills.</li> <li>Require large users to audit premises and repair leaks.</li> <li>Eliminate sprinkler overspray from driveways and sidewalks. Divide irrigation runtimes into multiple cycles to eliminate runoff water that leaves the landscaped area.</li> <li>No new hydrant construction or temporary construction meter permits will be issued by the District.</li> <li>No replacement water may be provided for ponds or lakes. Aeration equipment should be managed in such a way as to eliminate evaporative loss of water.</li> <li>Tune-up irrigation system by checking for and repairing leaks and damaged sprinklers.</li> <li>Maintenance of existing landscaping necessary for fire protection as specified by the Fire Marshal of the local fire protection agency having jurisdiction over the property to be irrigated. If fire protection landscaping is not sustainable by irrigation two (2) days per week, irrigation may be increased to not more than three (3) days per week.</li> <li>Main flushing only on complaint basis.</li> <li>Customers with "smart" irrigation timers or controllers are asked to set their controllers to achieve specified percentage reduction (depending on the shortage stage) of the ET rate.</li> <li>Limits on watering duration. Watering or irrigating of lawns, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than 15 minutes per day per station. This subsection does not apply to landscape irrigation systems that exclusively use high efficiency irrigation equipment, very low-flow drip type irrigation systems when no emitter produces more than two gallons of water per hour, and weather-based controllers or high-efficiency stream rotor sprinklers.</li> </ul>	Board of Director Meetings, billing inserts, email notifications
Stage 4 CRITICAL	Up to 40%	<less 2="" of="" than="" water<br="" years="">available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 4 triggers</less>	<ul> <li>Irrigation of ornamental turf on public medians with potable water is prohibited.</li> <li>No new potable water service connections, except under restricted conditions.</li> <li>Expeditious leak repair (within 24 hours)</li> </ul>	Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases
Stage 5 EMERGENCY	Up to 50%	<less 2="" of="" than="" water<br="" years="">available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 5 triggers</less>	<ul> <li>Water use for public health and safety purposes only. Customer rationing may be implemented.</li> <li>All landscape and non-essential outdoor water use for all customers in the District's retail water service area shall be prohibited.</li> <li>All dedicated irrigation meters will be locked off by District personnel.</li> <li>In public spaces, eliminate irrigation of decorative landscape.</li> <li>Decorative water features that use potable water must be drained and kept dry.</li> <li>Previous waivers for watering during an establishment period will be revoked.</li> <li>No new construction meters will be issued.</li> </ul>	Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases
Stage 6 CATASTROPHIC WATER LOSS	> 50%	<less 2="" of="" than="" water<br="" years="">available in storage; and Deep Well Index less 7.5 ft; and SWP/Lopez Allocations corresponding to the Stage 6 triggers</less>	<ul> <li>No new connections.</li> <li>Prohibit all outdoor water use and landscape irrigation with potable water.</li> <li>No filling of pools or aesthetic water features.</li> <li>No water for commercial car washes. All washing of vehicles is prohibited.</li> </ul>	Board of Director Meetings, billing inserts, email notifications emergency mailers, and press releases

#### Section IX: Notification

The General Manager, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine if a water shortage condition exists and the severity of any such water shortage conditions (e.g., 1-Watch, 2-Warning, 3-Acute, 4-Critical, 5-Emergency, 6-Catastrophic Water Loss), and shall implement the following notification procedures accordingly:

#### Notification of the Public:

The General Manager, or his/her designee, shall notify the public by means of:

- Announcements at Board of Director Meetings
- Billing Inserts
- Email notification
- Emergency Mailers
- Press Releases

#### Additional Notification:

The General Manager, or his/ her designee, shall notify directly, or cause to be notified directly, the following individuals and entities, as appropriate:

#### Water Suppliers:

San Luis Obispo County Flood Control and Water Conservation District Central Coast Water Authority
City of Grover Beach
City of Arroyo Grande
City of Pismo Beach
Avila Beach Community Services District

Avila Valley Mutual Water Company San Miguelito Mutual Water Company County Service Area 12

Port San Luis Harbor District

#### Public Agencies:

County of San Luis Obispo
Northern Cities Management Area Technical Group
Nipomo Mesa Management Area Technical Group
San Luis Obispo Council of Governments
South San Luis Obispo County Sanitation District
California Department of Water Resources (DWR)
California State Library

#### Section X: Enforcement

- (a) No person shall knowingly or intentionally allow the use of water from the District for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by General Manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is in repeated violation of this Plan, the General Manager upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occur. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, and any other costs incurred by the District in discontinuing service. In addition, suitable assurance must be given by the General Manager that the same action shall not be repeated while the Plan is in effect.
- (c) Any person, including a person classified as a water customer of the District, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.

#### Section XI: Variances

The General Manager, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the public or the person requesting such variance and if one or more of the following conditions are met:

- (a) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
- (b) Alternative methods can be implemented which will achieve the same level of reduction in water use.

Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the District within 5 days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the General Manager, or his/her designee, and shall include the following:

- (a) Name and address of the petitioner(s).
- (b) Purpose of water use.
- (c) Specific provision(s) of the Plan from which the petitioner is requesting relief.
- (d) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Plan.
- (e) Description of the relief requested.
- (f) Period of time for which the variance is sought.
- (g) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (h) Other pertinent information.



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

Date: July 10, 2024

**To:** Board of Directors

From: Luz Santos, Account Administrator II

Via: Carey Casciola, Business and Accounting Manager

**Subject:** Agenda Item 9A#: Hold a Public Hearing for consideration of approving a resolution to collect delinquent customer accounts on the 2024-25 property tax bills

#### Recommendation

It is recommended that the Oceano Community Services District Board of Directors:

- 1. Review the agenda material
- 2. Open the Public Hearing
- 3. Close the Public Hearing
- 4. Adopt the attached Resolution to collect delinquent customer accounts on the 2024-25 property tax bills

#### Discussion

On May 22, 2024, the OCSD Board set July 10, 2024, as the annual public hearing in accordance with state law to consider collecting delinquent bills from customers who have not paid for District services. State law enables the District to collect delinquent charges on property tax bills. The attached report identifies customers who have outstanding solid-waste, water, and wastewater bills this year. In addition, staff has attached the 2024-25 tax roll timeline provided by the County Auditor-Controller-Treasurer-Tax Collector (CACTTC) and a sample of the letter sent to customers with delinquent solid-waste bills and water/sewer bills. The public hearing was <u>noticed</u> in the Tribune and posted on the District's website. This is the thirteenth year the District will participate in placing delinquent accounts and other charges on property tax bills.

Property owners were noticed that the last date to pay their delinquent solid-waste bill to South County Sanitary, Inc (SCS) was June 15, 2024 and to the District on July 12, 2024. Any payments made on or before the due date will be removed from the attached list.

#### **Other Agency Involvement**

SCS provides solid-waste and recycling services within Oceano based on a franchise agreement with the District. SCS has identified the customers who have not paid bills, and pursuant to the franchise agreement, the District is obligated to coordinate collection on property tax bills. The CACTTC will be collecting the delinquent bills with property taxes.



**Board of Directors Meeting** 

#### **Other Financial Considerations**

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

#### Results

Coordination with the County on delinquent accounts is cost effective to the District.

#### Attachments:

- Resolution
- List of delinquent bills
- Tax roll 2024-25 tax roll timeline
- Solid Waste Letter to Customers
- Water and Wastewater Letter to Customers

## OCEANO COMMUNITY SERVICES DISTRICT RESOLUTION NO. 2024 -

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

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

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

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

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

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

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

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

- 1. The District Board of Directors finds and determines that the charges, delinquencies, and any related penalties shall be imposed on and shall constitute a lien against each parcel or parcels of land as set forth and described in the Report.
- 2. The General Manager is authorized to modify the Report to reflect any payments received after the date of the public hearing and prior to filing this Resolution and Report pursuant to Section 3 below.
- 3. On or before August 12, 2024, the General Manager must file the Report with the San Luis Obispo County Auditor/Controller/Treasurer/Tax Collector who must enter the amount of the charges, delinquencies, and related penalties against each affected parcel of real property as they appear on the current assessment roll. The Auditor/Controller/Treasurer/Tax Collector must include the amount of the charges on the tax bills for each affect parcel of real property and collect the charges in the same manner as property taxes pursuant to Government Code 61115(b).

1 11

Upon the motion of	, seconded by
and upon the following roll call vote, to wit:	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
The foregoing Resolution is hereby passed and ac	dopted this day of <u>July 10</u> , 2024.
	Charles Varni, President
ATTEST:	

## OCSD CUSTOMERS

Customer Name	Parcel No.	Service Address	<u>Total</u>
GRIMES, AMY	077-331-015	731 PAUL PL	166.46
KELLY, RICHARD EUGENE	062-065-031	1570 22ND ST	1,210.81
ELIZONDO, ORQUIDIA ELIZABETH	062-065-039	2135 WARNER ST	36.09
ROSS, ROBIN	062-091-033	1675 21ST #09	412.43
KNACK, JUNE	062-303-030	1716 TIERRA NUEVA LN	508.16
BENHAM, ERIK	062-081-018	1521 PASO ROBLES ST	1,917.80
GUY, JOSEFINA	062-041-018	1490 16TH ST	1,492.51
CRYDEN, DAVID W	061-012-046	327 MCCARTHY AVE	95.12

TOTAL 5,839.38

## **SANITARY CUSTOMERS**

Customer Name	Parcel No.	Service Address	Total
BENHAM, ERIK	062-081-018	1517 PASO ROBLES ST	315.30
MARTINEZ, JADD	062-092-019	2150 PASO ROBLES ST	369.92
GUY, JOSEFINA	062-041-018	1490 16TH ST	315.60
SIERRA GOLD TRUST	062-051-032	1611 19TH ST	268.30

TOTAL 1,269.12

## 2024/25 TAX ROLL PROCEDURES

05/16/24	PREPARE and MAIL LETTERS
05/16/24	MAIL NOTICE OF PUBLIC HEARING TO PROPERTY OWNERS & PROVIDE TO TRIBUNE WITH DIRECTION FOR PUBLICATION
4th week of June	FIRST NEWSPAPER NOTICE FOR PUBLIC HEARING ON 7/10 REGULAR MEETING PER GOVERNMENT CODE SECTION 61115(b) AND 6066
06/15/24	GARBAGE PAYMENT DUE
07/03/24	COMPLETE DRAFT AGENDA MATERIAL FOR 7/10 REGULAR MEETING
1st week of July	SECOND NEWSPAPER NOTICE FOR PUBLIC HEARING ON 7/10 REGULAR MEETING PER GOVERNMENT CODE SECTION 61115(b) AND 6066
07/06/24	COMPLETE FINAL AGENDA MATERIAL FOR 7/10 REGULAR MEETING (RESOLUTION)
07/10/24	BOARD OF DIRECTORS MEETING: NOTICE OF PUBLIC HEARING
07/22/24	RESOLUTION CONFIRMING THE CHARGES AGAINST PROPERTY OWNERS WITH REPORT AND SUBMIT TO COUNTY AUDITOR
08/01/24	FINAL FUND PROOF SUBMISSION TO SLO COUNTY FOR ROLL YEAR 2024/25
08/12/24	FINAL DEADLINE FOR ALL DIRECT CHARGE FUNDS TO BE SIGNED APPROVED AND RETURNED TO THE AUDITOR-CONTROLLER'S OFFICE

Parcel #: 000-000-000

Owner Name Address City, State Zip Code Regarding Service Address: 0000 Street OCEANO, CA 93445

#### Dear Customer:

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

Please be advised that if the charges specified in this letter are not paid in full and <u>received</u> (post marks do not count) by South County Sanitary by 4:00 p.m. on June 15, 2024, then the amount of the charges, penalties, and delinquencies may be filed with the County Auditor to be placed on the parcel's property tax bill for collection.

Your current amount due is \$ 0.00.

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

The OCSD Board of Directors will hold a public hearing at their regular meeting of July 10, 2024, starting at 6:00 p.m. located at 1655 Front Street, Oceano, CA The hearing will provide you with the opportunity to testify and present to the Board of Directors any objections or protests to the charges and/or their collection on the parcel's property tax bill.

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

Sincerely,

Oceano Community Services District Luz Santos, Account Administrator II Carey Casciola, Business and Accounting Manager Parcel #: 000-000-000

Owner Name Address City, State Zip Code Regarding Service Address: 0000 Street OCEANO, CA 93445

#### Dear Customer:

County records show that you are, and at all times referenced herein have been, the recorded owner of the property listed above. Your account for this service address is past due for water and sewer provided by OCEANO COMMUNITY SERVICES DISTRICT.

Please be advised that if the charges specified in this letter are not paid in full and <u>received</u> (post marks do not count) by OCSD by 4:00 p.m. on July 12, 2024, then the amount of the charges, penalties, and delinquencies may be filed with the County Auditor to be placed on the parcel's property tax bill for collection.

Your current amount due is \$ 0.00.

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

The OCSD Board of Directors will hold a public hearing at their regular meeting of July 10, 2024, starting at 6:00 p.m. located at 1655 Front Street, Oceano, CA The hearing will provide you with the opportunity to testify and present to the Board of Directors any objections or protests to the charges and/or their collection on the parcel's property tax bill.

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

Sincerely,

Oceano Community Services District Luz Santos, Account Administrator II Carey Casciola, Business and Accounting Manager