



Notice of Regular Meeting
Oceano Community Services District - Board of Directors Agenda
WEDNESDAY, APRIL 24, 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. CLOSED SESSION REPORT FROM THE SPECIAL MEETING OF APRIL 24, 2024**
- 6. 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.

7. SPECIAL PRESENTATIONS & REPORTS:

A. STAFF REPORTS:

- i. Sheriff's South Station – Commander Ian Doughty
- ii. FCFA Operations – FCFA Staff
- iii. Operations – Utility System Manager Tony Marraccino

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. 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.

8. 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 of the Minutes for the Special Meeting held on April 10, 2024
- B. Review and Approve of the Minutes for the Regular Meeting held on April 10, 2024
- C. Review of Cash Disbursements

9. 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. Review and consideration of the Community Based Organization and Preventative Health Grant applied to by the Oceano Parks and Recreation Committee for the Oceano Elementary Track Project
- B. Review and consideration of the Water Resource Advocacy Platform on Central Coast Blue including possible actions to modify, eliminate, or create a new statement
- C. Discussion and consideration of entering into a contract with Ecologistics as the 501c3 sponsor of the Oceano Parks and Recreation Committee.

10. 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. A public hearing on an appeal by Erik Benham regarding past due amounts and late fees and provide staff direction as deemed appropriate
- B. A public hearing on an appeal by Nancy Bull regarding a water bill and provide staff direction as deemed appropriate

11. RECEIVED WRITTEN COMMUNICATIONS:

12. LATE RECEIVED WRITTEN COMMUNICATIONS:

13. FUTURE AGENDA ITEMS:

14. FUTURE HEARING ITEMS:

15. CLOSED SESSION:

16. ADJOURNMENT:

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

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



Oceano Community Services District

Summary Minutes

Special Meeting Thursday, April 10, 2024 – 10:00 A.M.

Location: OCSD BOARD ROOM

1. **CALL TO ORDER:** Called to order at approximately 5:03 P.M.
2. **ROLL CALL:** Board members present: Director Austin, Director Villa, Vice President Joyce-Suneson, and President Varni.
Absent: Director Gibson
Staff present: Carey Casciola, Business & Accounting Manager, Paavo Ogren, Interim General Manager, and Robert Schultz, Legal Counsel.
3. **FLAG SALUTE:** Led by President Varni.
4. **AGENDA REVIEW:** Agenda approved as presented.
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None

President Varni adjourned the Board to closed session at 5:04 PM

Director Gibson entered the meeting at 5:07 PM.

6. CLOSED SESSION:

- a. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
- b. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
- c. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
- d. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

The report out of the closed session was done in item 5 of the Regular Board Meeting on April 10, 2024: No reportable action from the closed session.

7. **ADJOURNMENT:** President Varni adjourned the meeting at 5:50 PM



Oceano Community Services District
Summary Minutes – Regular Board Meeting
Wednesday, April 10, 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, Director Villa and Director Austin
Staff present: Paavo Ogren, Interim General Manager, Carey Casciola, Business & Accounting Manager; and Robert Schultz, Legal Counsel
3. **FLAG SALUTE:** Led by President Varni
4. **AGENDA REVIEW:** Approved as presented
5. **CLOSED SESSION REPORT FROM THE SPECIAL MEETING OF APRIL 4, 2024, AND APRIL 10, 2024:**
April 4, 2024:
 - A. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
 - B. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

No reportable action was taken by the Board of Directors.

April 10, 2024:

- A. Conference with Real Property Negotiator (Gov. Code §54956.8) It is the intention of the Board to meet in closed session to have a conference with its Real Property Negotiators concerning the following: Property Descriptions: APN 062-271-023:024; 062-051-021; 022, 062-271-006, 062-271-026, 062-271-001; 003; 027, and 062-261-022; 080. Agency Negotiators: Oceano Community Services District, Paavo Ogren, President Varni, and Director Austin. Parties with whom Negotiating: County of San Luis Obispo. Instructions to County Negotiator: Price, Terms, and Conditions.
- B. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: General Manager
- C. PUBLIC EMPLOYMENT pursuant to Gov. Code Sec. 54957(b)(1) -- Title: District Legal Counsel
- D. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,

No reportable action was taken by the Board of Directors.

6. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:

Debra Early	Provided an update on the Central Coast Blue project.
Steve Montes	Inquired about EV chargers and a sand pit for horseshoes at the Oceano Park.

7. SPECIAL PRESENTATIONS & REPORTS

- A. Oceano Elementary School (OES) regarding coordination with the District on Parks & Recreation related efforts – Principal Joshua Herrera and Wanda Monson presented thank you cards and an update from OES regarding the Parks CA Grant fieldtrips and the proposed track at OES.

B. STAFF REPORTS:

- i. **Sheriff's South Station** – Commander Ian Doughty
 March 2024 Stats
 338 Calls for service (376 for March 2023)
 2 assault & battery / 28 calls for disturbance / 1 burglary / 2 thefts / 0 mail thefts / 1 vandalism
 30 assist other agency / 10 suspicious circumstances / 32 enforcement stops / 0 Narcan use
 15 arrests
 Provided an update regarding the unhoused population located on S. 4th Street. They are collaborating with Union Pacific and other agencies to offer services and then will coordinate clean-up efforts.
- ii. **Five Cities Fire Authority** – FCFA Staff – Absent
- iii. **Operations** - Utility Systems Manager - Tony Marraccino
 Lopez is 100.2% full and spilling (49,595 AF) / 45 AF State Water / >1 AF pumped for samples
 0 SSOs for the month of March
 7 work orders / 35 USAs (due to 17th & Beach St. project) / 6 customer service calls / 1 after hours call out
 Continuing with weekly and monthly samples; service line inventory; weed abatement on District properties;
 Completed 2 Ready311 tickets (illegal dumping)
 Replaced light ballasts at the yard; 4 air vacs replaced, service line replaced on York Ave.
 Tank 2 project is starting and neighbors have been notified of potential noise nuisance for the duration of the work.
- iv. **OCS D Interim General Manager** – Paavo Ogren
 A written General Manager report included in the agenda.

C. 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 – OPARC will be at the Day of the Child on 4/14/2024
- 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 – None

D. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:

April Dury	Asked for an update regarding the Oceano Airport Land Use Commission
------------	----------------------------------------------------------------------

8. CONSENT AGENDA:	ACTION:
a) Review and Approve of the Minutes for the Special Meeting held on March 27, 2024 b) Review and Approve of the Minutes for the Regular Meeting held on March 27, 2024 c) Review and Approve of the Minutes for the Special Meeting held on April 4, 2024 d) Review of Cash Disbursements	After an opportunity for public comment and Board and staff discussion, a motion was made by Director Austin to approve the consent agenda as presented with a second from Director Gibson with a 5-0 roll call vote. Public Comment: None

9A. BUSINESS ITEMS:	ACTION:
Discussion and Direction on Amendments to Ordinance 2006-01, Codified as Municipal Code Section 6.06.030, Relating to the Appeal of Water Services Fees to Allow Appeals to be Decided by the Finance and Budget Committee Prior to An Appeal to the Board of Directors.	After an opportunity for public comment and Board and staff discussion, a motion was made by Director Gibson to not move forward with the amendments to the ordinance with a second from Director Austin with a 5-0 roll call vote. Public Comment: Julie Tacker – In support of the current ordinance. April Dury – In support of the current ordinance.

9B. BUSINESS ITEMS:	ACTION:
Review of Capital Project efforts and consideration of recommendations to approve consultant proposals for engineering services in the amount of \$17,000 and for environmental services in the amount of \$19,332 for water system improvements.	After a presentation by Paavo Ogren, Interim General Manager, an opportunity for public comment and board and staff discussion, President Varni made a motion to approve staff recommendations, with a second from Vice President Joyce-Suneson and a 5-0 roll call vote. Public Comment: Julie Tacker – Provided comment on rate structures, water conservation, and the sale of water. Pamela Storton – In support of public input for projects and not consolidating permits.

9C. BUSINESS ITEMS:	ACTION:
Notification of a South County Sanitary Service Inc. Base Year Rate Application	After an opportunity for public comment, and discussion with the Board and staff, the item was received and filed. Public Comment: None

The Board recessed from 8:10-8:15PM

9D. BUSINESS ITEMS:	ACTION:
Discussion and consideration of hiring a mediator to work with the District	After an opportunity for public comment and Board and staff discussion, the Board came to a consensus to consider a facilitator during the strategic planning process. Public Comment: Julie Tacker – In opposition to hiring a mediator. April Dury – In opposition to hiring a mediator. Debra Early - In opposition to hiring a mediator.

9E. BUSINESS ITEMS:	ACTION:
Discussion and consideration of regional water resources planning for Oceano	After an opportunity for public comment, and discussion with the Board and staff, the item will be brought back for future consideration. Public Comment: April Dury – In support of selling water. Julie Tacker – In support of selling water and conserving. Debra Early – In support of a technical advisory committee. Pamela Storton – In support of the Boards collaborations.

10A. HEARING ITEMS	ACTION:
<p>Public hearing on customer appeals by Ro Palius regarding late fees and Erik Benham regarding past due amounts and late fees; ratifying recommendations of the Oceano Finance and Budget Committee (OFAB) and/or alternative actions including direction on waiving additional late fees once customer appeals have been filed</p>	<p>After an opportunity for public comment and Board and staff discussion:</p> <ul style="list-style-type: none"> •Mr. Benham hearing item will be moved to the April 24, 2024, Board of Directors meeting based on the customer's request to the Board. •Director Austin made a motion to approve the recommendation of OFAB regarding Ro Palius's appeal by issuing a credit of \$172.48 with a second from Vice President Joyce-Suneson and a 5-0 roll call vote. •Director Gibson made a motion to approve the recommendations of OFAB on waiving additional fees once customer appeals have been filed with a second from Director Austin and a 5-0 roll call vote. <p>Public Comment: None</p>

- 11. **RECEIVED WRITTEN COMMUNICATION:** None
- 12. **LATE RECEIVED WRITTEN COMMUNICATIONS:** Correspondence from Mr. Benham.
- 13. **FUTURE AGENDA ITEMS:** None
- 14. **FUTURE HEARING ITEMS:** Mr. Benham appeal.
- 15. **CLOSED SESSION:** None
- 16. **ADJOURNMENT:** President Varni adjourned the meeting at 9:25 pm.



Oceano Community Services District

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

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

Date: April 24, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: Agenda Item #8(C): Recommendation to Review Cash Disbursements

Recommendation

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

Discussion

The following is a summary of the attached cash disbursements:

Description	Check Sequence	Amounts
Disbursements:	60820 - 60852	
Regular Payable Register - paid 04/11/2024	60826 - 60852	\$ 373,244.94
Subtotal:		\$ 373,244.94
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 04/06/2024	N/A	\$ 30,208.74
Five Star Bank Mastercard Online Payment - paid 4/08/2024	N/A	\$ 565.21
Reoccurring Utility Disbursements - paid 04/10/2024	60820 - 60825	\$ 2,098.48
Subtotal:		\$ 32,872.43
Grand Total:		\$ 406,117.37

Other Agency Involvement

N/A

Other Financial Considerations

Amounts are within the authorized Fund level budgets.

Results

The Board's review of cash disbursements is an integral component of the District's system of internal controls and promotes a well governed community.

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

CHECK DATE: 0/00/0000 THRU 99/99/9999
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 060826 THRU 060852

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT----	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	4/11/2024	CHECK	060826	ARAMARK	222.07CR	OUTSTND	A	0/00/0000 01 5-4100-100 CLOTHING
1-1001-000	4/11/2024	CHECK	060827	ASSUREDPARTNERS CAPITAL, INC.	44,752.00CR	OUTSTND	A	0/00/0000 01 5-4100-150 INSURANCE
1-1001-000	4/11/2024	CHECK	060828	BURDINE PRINTING	2,098.06CR	OUTSTND	A	0/00/0000 02 5-4400-205 OUTSIDE UB MAIL SERVICE 786.93 03 5-4500-205 OUTSIDE UB MAIL SERVICE 786.93 02 5-4400-230 LEGAL NOTICES 524.20
1-1001-000	4/11/2024	CHECK	060829	BRENT SARKISON DBA CALTEC COMP	30.00CR	OUTSTND	A	0/00/0000 01 5-4100-221 INFORMATION TECHNOLOGY
1-1001-000	4/11/2024	CHECK	060830	CANNON	11,187.75CR	OUTSTND	A	0/00/0000 02 5-4400-361 CIP - PROP1: STORMWATER
1-1001-000	4/11/2024	CHECK	060831	CARQUEST AUTO PARTS	62.32CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	4/11/2024	CHECK	060832	CITY OF ARROYO GRANDE	2,651.26CR	OUTSTND	A	0/00/0000 02 5-4400-297 PASS-THRU: CREST/CHRISTI
1-1001-000	4/11/2024	CHECK	060833	CLINICAL LAB OF SAN BERNARDINO	380.00CR	OUTSTND	A	0/00/0000 02 5-4400-220 PROFESSIONAL/SPECIAL SER
1-1001-000	4/11/2024	CHECK	060834	CORE & MAIN LP	1,238.73CR	OUTSTND	A	0/00/0000 02 5-4400-176 WATER METERS
1-1001-000	4/11/2024	CHECK	060835	DIVERSIFIED PROJECT SERVICES I	780.00CR	OUTSTND	A	0/00/0000 02 5-4400-226 ENGINEERING & OTHER REIM
1-1001-000	4/11/2024	CHECK	060836	FAMCON PIPE & SUPPLY, INC.	424.71CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	4/11/2024	CHECK	060837	FERGUSON ENTERPRISES, INC #135	60.68CR	OUTSTND	A	0/00/0000 02 5-4400-320 FIXED ASSETS: EQUIPMENT
1-1001-000	4/11/2024	CHECK	060838	FIVE CITIES FIRE AUTHORITY	287,500.00CR	OUTSTND	A	0/00/0000 01 5-4200-220 PROFESSIONAL SERVICES
1-1001-000	4/11/2024	CHECK	060839	ICONIX WATERWORKS (US) INC.	1,278.42CR	OUTSTND	A	0/00/0000 02 5-4400-175 SYSTEM PARTS/OPERATING S
1-1001-000	4/11/2024	CHECK	060840	J.B. DEWAR, INC.	261.11CR	OUTSTND	A	0/00/0000 12 5-4350-172 FUEL
1-1001-000	4/11/2024	CHECK	060841	LUCIA MAR UNIFIED SCHOOL DISTR	940.67CR	OUTSTND	A	0/00/0000 01 5-4850-302 GRANT EXPENSES
1-1001-000	4/11/2024	CHECK	060842	MINER'S ACE HARDWARE, INC.	261.96CR	OUTSTND	A	0/00/0000 * SEE BELOW
1-1001-000	4/11/2024	CHECK	060843	OPTIMIZED INVESTMENT PARTNERS	457.22CR	OUTSTND	A	0/00/0000 01 5-4100-220 PROFESSIONAL SERVICES
1-1001-000	4/11/2024	CHECK	060844	PRO-TECH LANDSCAPE MANAGEMENT,	410.00CR	OUTSTND	A	0/00/0000 01 5-4100-173 MAINT:STRUCTURES/IMPROVE 205.00 10 5-4300-173 SO: MAINT. STRUCTURES/IM 205.00
1-1001-000	4/11/2024	CHECK	060845	QUILL CORPORATION	256.57CR	OUTSTND	A	0/00/0000 01 5-4100-200 OFFICE EXPENSE
1-1001-000	4/11/2024	CHECK	060846	RIDGELINE MUNICIPAL STRATEGIES	1,162.50CR	OUTSTND	A	0/00/0000 01 5-4200-220 PROFESSIONAL SERVICES
1-1001-000	4/11/2024	CHECK	060847	ROBERT SCHULTZ	12,148.50CR	OUTSTND	A	0/00/0000 01 5-4100-223 LEGAL SERVICES

*MINER'S ACE HARDWARE, INC. 261.96
12 5-4350-172 FUEL 41.30
10 5-4300-163 MAINT: STRUC/IMPROV 165.24
02 5-4400-175 SYSTEM PARTS/OPERATING S 32.61
03 5-4500-175 SYSTEM PARTS/OPERATING S 6.51
01 5-4100-200 OFFICE EXPENSE 16.30

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

CHECK DATE: 0/00/0000 THRU 99/99/9999
CLEAR DATE: 0/00/0000 THRU 99/99/9999
STATEMENT: 0/00/0000 THRU 99/99/9999
VOIDED DATE: 0/00/0000 THRU 99/99/9999
AMOUNT: 0.00 THRU 999,999,999.99
CHECK NUMBER: 060826 THRU 060852

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	4/11/2024	CHECK	060848	SPICE INTEGRATION CORP	2,530.24CR	OUTSTND	A	0/00/0000 03 5-4500-163 MAINT: SEWER STRUCTURES/
1-1001-000	4/11/2024	CHECK	060849	STATEWIDE TRAFFIC SAFETY & SIG	14.08CR	OUTSTND	A	02 5-4400-177 SAFETY EXPENSE 7.04 03 5-4500-177 SAFETY EXPENSE 7.04
1-1001-000	4/11/2024	CHECK	060850	HD SUPPLY, INC. DBA USABLUEBOO	205.98CR	OUTSTND	A	03 5-4500-175 SYSTEM PARTS/OPERATING S
1-1001-000	4/11/2024	CHECK	060851	U.S. POSTAL SERVICE	340.00CR	OUTSTND	A	01 5-4100-210 POSTAGE
1-1001-000	4/11/2024	CHECK	060852	TARGET SOLUTIONS LEARNING, LLC	1,590.11CR	OUTSTND	A	01 5-4100-226 ANNUAL SOFTWARE MAINTENA
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	373,244.94CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	373,244.94CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		

Payroll Summary Report
Board of Directors - Agenda Date April 24, 2024

	(*)	
Gross Wages	3/23/2024	4/6/2024
Regular	\$26,882.25	\$27,006.46
Overtime Wages	\$505.47	\$315.07
Stand By	\$840.00	\$420.00
Total Wages	\$28,227.72	\$27,741.53

Disbursements		
Net Wages	\$21,121.13	\$20,654.38
State and Federal Agencies	\$5,993.15	\$5,966.68
CalPERS - Normal	\$3,430.95	\$3,430.95
SEIU - Union Fees	\$156.73	\$156.73
Total Disbursements processed with Payroll	\$30,701.96	\$30,208.74
Health (Disbursed with reoccurring bills)	\$5,908.71	\$5,908.71
Total District Payroll Related Costs	\$36,610.67	\$36,117.45

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

Oceano Community Services District
Five Star Bank Mastercard

A/P Mastercard Credit Card Disbursement

Date	Name	Amount	Description	GL Account #
03/17/2024	INTUIT *QBOOKS ONLINE CL.INTUIT.COMCA	\$60.00	PERMITS, FEES LICENSES	01-5-4100-248
03/11/2024	NEOGOV EL SEGUNDO CA	\$199.00	JOB ADVERTISING EXPENSE	01-5-4100-283
03/08/2024	CC* CSDA CAREER CENTER HUNT VALLEY MD	\$210.00	JOB ADVERTISING EXPENSE	01-5-4100-283
03/02/2024	ZOOM.US 888-799-9666 SAN JOSE CA	\$47.59	OFFICE EXPENSE	01-5-4100-200
02/29/2024	BLANKS/USA 18003287311 MN	\$48.62	OFFICE EXPENSE	01-5-4100-200

Total ACH - 04/08/2024 \$565.21

04/24/2024 Board Meeting - Five Star Bank Mastercard Online Payment - paid 04/08/2024	\$565.21
------------------------------------------------------------------------------------------	-----------------

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

CHECK DATE: 0/00/0000 THRU 99/99/9999
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 060820 THRU 060825

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1-1001-000	4/10/2024	CHECK	060820	MAP COMMUNICATIONS, INC. DBA A	385.17CR	OUTSTND	A	0/00/0000
1-1001-000	4/10/2024	CHECK	060821	DE LAGE LANDEN FINANCIAL SERVI	224.11CR	OUTSTND	A	0/00/0000
1-1001-000	4/10/2024	CHECK	060822	DIGITAL WEST NETWORKS, INC.	204.73CR	OUTSTND	A	0/00/0000
1-1001-000	4/10/2024	CHECK	060823	HIRIARTE'S INDOOR CLEANING SER	825.00CR	OUTSTND	A	0/00/0000
1-1001-000	4/10/2024	CHECK	060824	SO CAL GAS	172.27CR	OUTSTND	A	0/00/0000
1-1001-000	4/10/2024	CHECK	060825	VERIZON WIRELESS	287.20CR	OUTSTND	A	0/00/0000
TOTALS FOR ACCOUNT 1-1001-0				CHECK	TOTAL:	2,098.48CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	2,098.48CR		
				DEPOSIT	TOTAL:	0.00		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	0.00		
				SERVICE CHARGE	TOTAL:	0.00		
				EFT	TOTAL:	0.00		
				BANK-DRAFT	TOTAL:	0.00		



Oceano Community Services District

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

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

Date: April 24, 2024

To: Board of Directors

From: Carey Casciola, Business and Accounting Manager

Subject: **Agenda Item #9(A):** Review and consideration of the Community Based Organization and Preventative Health Grant applied to by the Oceano Parks and Recreation Committee for the Oceano Elementary Track Project

Recommendation

It is recommended that the Board review and consider the Community Based Organization and Preventative Health Grant application prepared by the Oceano Parks and Recreation Committee for the Oceano Elementary Track Project.

Discussion

The [Oceano Parks and Recreation Committee](#) (OPARC) was established with [Resolution 2023-12](#) to advise the Board on Parks and Recreation. The County of San Luis Obispo issued a Notice of Funding Availability for the [Community Based Organization and Preventative Health Grants](#). The grant funding is for local programs that support and complement but do not duplicate, the efforts of the County's health and human services departments. The applicants must promote the optimal health, stability, independence, and well-being of county residents. The projects must be carried out in San Luis Obispo County. Attached is the grant application prepared by OPARC requesting \$50,000 for the Oceano Elementary Track Project. The grant application has been submitted to the County since the due date was April 17, 2024. Based on the Board's review and consideration, additions, subtractions, or edits can be incorporated into the scope of work if the District is granted the funds.

Other Agency Involvement

The County of San Luis Obispo is the granting agency.

Financial Considerations

N/A

Results

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

Attachments:

- OPARC Grant Application



CBO-PHG FY 2024-25 Grant Application

EXHIBIT A

1. COVER SHEET

Organization Name:	Oceano Community Services District
Year Established:	1981
EIN Number:	95-3639481
Address:	1655 Front St Oceano, CA 93445
Contact Person # 1 :	Charles Varni
Title:	President
Phone:	805-459-6698
Email:	presidentvarni@oceanocsd.org
Contact Person #2:	Carey Casciola
Title:	Business and Accounting Manager
Phone:	805-481-6730
Email:	carey@oceanocsd.org
Executive Director or CEO:	Paavo Ogren, Interim General Manager
Most recent CBO-PHG funds awarded:	First time applicant
Other funding received from County	N/A
Grant Request Amount:	\$50,000
Project Title:	Oceano Elementary Track
Project Description (50 words or less):	The development of a walking/jogging track at Oceano Elementary school for the beneficial use of both the school and community.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT A

2. ELIGIBILITY REQUIREMENTS

All responses must be yes to be eligible to apply.

Are you a registered 501(c)(3) non-profit organization or public agency? Yes No

Are proposed activities addressing needs other than homelessness and housing? Yes No

If no, please apply through Dept of Social Services.

Are proposed activities carried out in SLO County and serve only SLO County residents? Yes No

Are proposed activities not fundraising -related? Yes No

These grant funds are only for health and human services related programs/projects.

Additional requirements.

Are you planning on using a fiscal sponsor? Yes No

If your answer is yes, your fiscal sponsor needs to apply on your behalf.

Are you planning on using this grant on the program/project that supports and complements the efforts of the County's health and human services departments? Yes No

If your answer is no, please refer to our other grant opportunity (Other Agency Grants) that focuses on providing funding for programs/projects that are not related to health and human services.

3. ORGANIZATIONAL BACKGROUND

Please provide information about your organization, including mission, brief history, and programs. (250 words max.)

The Oceano Community Services District is a governmental agency formed over forty years ago. Its primary functions are to supply water, sewer, and garbage services to the unincorporated community of Oceano. Additional functions include Parks and Recreation and street lighting. The mission of Oceano CSD Parks and Recreation Committee is "To provide safe recreational access, infrastructure, and programs which enhance the physical, emotional, social health, and quality of life for all Oceano residents."

4. PROJECT NARRATIVE

Describe the program that will utilize this grant. (400 words max.)

This grant request is being made to partially fund the development of a walking/jogging track at Oceano Elementary School (OES) for the beneficial use of both the school and community. Specifically, this new infrastructure will encourage physical exercise, socializing, and neighborly bonding for a demographically diverse group of local residents.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT A

The Oceano Community Services District’s Parks and Recreation Committee (OPARC) is partnering with the Lucia Mar School District and Habitat for Humanity in a collaborative effort to raise funding to pay for this project. The school district has agreed to collaborate with the OCSD to install a 440+ yard track on the OES play field as well as necessary site modification logistics. Habitat for Humanity will provide volunteer labor and construction expertise. The OCSD is coordinating fundraising and, possibly, professional volunteers for help with design and construction.

The project is strongly supported by teachers, staff, and children at OES. Physical Education teachers will include the track as part of their core curriculum and utilize it on a daily basis. Children will learn the joy, value, and health benefits of regular cardiovascular exercise.

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; a senior “Walk and Talk” exercise groups; children walking and jogging as part of their regular physical education program.

5. COMMUNITY NEED

Describe community need for this program. How is the program or service beneficial to County residents? How does it complement and collaborate with existing efforts? Describe how the proposed program or service is different than health and human services programs provided by the County or other community-based organizations? How was the local need for this program/project determined?

(450 words max.)

Oceano has the lowest ratio of parkland to population of any community in the County. The only park in Oceano is located West of Highway 1 and there is no pedestrian crosswalk connecting the Coastal and Inland portions of the community. Access to recreational facilities is limited both by their lack of existence (especially in the case of a walking/jogging track) as well as lack of safe pedestrian infrastructure.

Here are three examples of relatively recent community assessment surveys in which parents expressed their needs for safer mobility and recreation opportunities:

County Health Department Community Health Assessment 2017

Focus Group: Meeting w/ Las Promotores – Oceano

9/21/2017 @ 9:00 AM

"What are the barriers that keep you, your family and friends, and your community from being healthy?" • Few sidewalks; when residents have tried to request sidewalks, the county says street isn't



CBO-PHG FY 2024-25 Grant Application

EXHIBIT A

straight enough or level, etc. • Lack of sidewalks and uneven roads make biking difficult/dangerous • Few lights in neighborhoods; make it unsafe to walk; county says that residents have to pay for lighting themselves • Some parks are available (and school playgrounds), but access is difficult; unsafe streets for kids to walk on to get there.

Focus group: Community Coffee Series at Oceano Elementary – Friday, 9/29/2017.

"What are the barriers that keep you, your family and friends, and your community from being healthy?" • No sidewalks • No lights • Busy streets • No close parks • Have to drive children to parks or school if they want to get outside and play.

SLOCOG Safe Routes to School Family Survey March 2022

In this most recent survey, 62% of families indicated they lived within one mile of school and 27% lived a mile or more from school. 53% of families said their child either walked or rolled to school and 39% reported arriving and leaving in a private vehicle. Additionally, 47% of parents indicated their child had expressed a desire to walk to school in the past year.

73% of Oceano Elementary school families recognize that walking or biking to school has positive health benefits for children. The increased opportunities for greater connectivity with walking and biking could be important for the 44% of Oceano Elementary school 5th graders who were either overweight or obese, based on the 2018/2019 State Physical Fitness Test.

Cal Poly Land Use Preference Survey of Oceano 2022

Historically, the most sociologically accurate survey completed in Oceano found that 61% of respondents wanted new sports and recreational facilities; 38% wanted more recreation spaces (e.g. walking/jogging track); and 18% wanted more places for family/child recreation.

In summary, over many years local residents have been asked numerous times about their needs and desires when it comes to “community betterment” and perceived unmet needs. Time and again residents have listed recreational facilities, sidewalks, flood control, street lights, parks, safer streets and crosswalks as prime concerns. Currently there exists a certain “survey fatigue” among many residents who believe that the County and other government agencies just don’t care. A common remark from locals is “I’m tired of answering these same questions over and over. When are we going to get some results?”

The case of Oceano is one that raises important institutional policy and operational issues of economic, social, and environmental justice. As the Director of Environmental Justice at the California Coastal Commission said at the conclusion of a 2018 site visit to the community, “Oceano is the poster child for environmental justice on the California coast.” The 2021 SLO County Health Equity Index measure of socioeconomic need showed Oceano with a score of 72.6, second highest in the County.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT A

Given this historic background, the relationship between the Oceano community and school stands out as one of connection, trust, and pride. Located centrally, in the predominantly Latino sections of the community, the elementary school is a core asset and institutional beacon of safety and service. Thus, the location of a walking/jogging track at the school is an exceptional opportunity which will have legacy impacts on the physical, social, and mental health of the community.

6. ORGANIZATIONAL CAPACITY

Describe your organizational capacity to successfully carry out the proposed activities (i.e., past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives). (250 words max.)

In 2023 OCSD Director Charles Varni and OES Safe Routes to School Committee Chair Wanda Monson, under the authority of the Oceano CSD Parks and Recreation Committee, submitted a grant proposal to the State Parks Organization for \$19,000 to support field trips to State Parks for all grades levels at Oceano Elementary School. This was a collaboration between the Lucia Mar School District and OCSD where school district buses would provide transportation to be paid for by the grant. OCSD was awarded the grant and is successfully managing the grant compliance in cooperation with the school and Lucia Mar District. The LMUSD Director of Facilities and Operations sits on the OPARC Committee and is a strong supporter of our work.

This grant application would be another example of collaboration between the Oceano CSD and Lucia Mar School District for a community betterment project directly tied to a healthier community, with a new preventative recreational/exercise piece of infrastructure in the form of a walking/jogging track in the literal and symbolic heart of the community.

Both organizations have long histories of managing complex, multi million dollar infrastructure projects and bring this experience to the table.

7. LONG-TERM SUSTAINABILITY

If the program is not fully funded, how will the program continue?
(250 words max.)



CBO-PHG FY 2024-25 Grant Application

EXHIBIT A

There are two parts of answering this question.

First, the Lucia Mar Unified School District (LMUSD) will have all the legal responsibility for the operation and maintenance of the track at Oceano Elementary School. The track will simply become part of the school's infrastructure. Given the track's simple design and materials (decomposed granite vs rubberized asphalt) maintenance will be relatively low and part of the overall District budget.

Second, OCSB as the lead fundraising agency, is in the process of operationalizing the program and process. We anticipate formal kick-off in May. A fundraising coordinating group has been formed with the OPARC committee and they are creating a collaborative outreach plan. Our first outreach will be to solicit \$5,000 from each of "10 Champions for Oceano" (businesses and individuals). We already have persons who have informally agreed to this donation and anticipate quickly matching the hoped for Preventive Health grant with another \$50,000 from the community.

Additional fundraising will involve smaller grant applications to national companies/organizations such as:

- California PTA Grants (Healthy Lifestyles category)

 - Max grant unknown

 - Due Oct 1

- Walmart Foundation Local Community Grants

 - Max grant \$5,000

- State Farm Good Neighbor Citizenship Grants

 - Max grant unknown

- Wells Fargo Community Giving Grants

 - Max grant unknown

 - Next cycle opens Feb 2024

- ALDI Cares Community Grants

 - Max grant \$5,000

Finally, grassroots fundraising related to local service organizations, sports clubs, faith groups, service organizations, BBQ's, school based activities, community events, and individual donations will bring in the final \$50,000 to reach our \$150,000 goal.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT B

DIRECTIONS

The following information should be provided in the format as shown below.

1. A one (1) page budget narrative is required that:
 - a) Describes each line item.
 - b) Explains changes in funding requests.
 - c) If these funds will be used for a **community** match required by other funding sources, list the other funding source, and the amount of the match required.
2. Provide a budget, using the format below, that includes the following information:
 - a) Description of all funding sources for the proposed program/project, including funding received from County sources or those not secured.
 - b) Identifies the part of the proposed program/project the requested funds will be used for
3. If your organization is submitting one application for multi-programs/projects, submit a separate budget for each program/project request.
4. The current year organizational budget. If the applicant is a County department, submit your current fiscal year line-item actuals.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT B

PROGRAM BUDGET REQUEST FORM

	Project Expense	Grant Budget Requested	Other Funding Available* Amount & source
I. PERSONNEL EXPENSES (associated with the proposed project)	\$0.00 - Habitat for Humanity will provide volunteer labor.	\$0.00	\$0.00
Subtotal - Personnel Expenses			
II. OPERATING EXPENSES (associated with the proposed project)	\$0.00 - Operations and maintenance will be provided by Lucia Mar Unified School District	\$0.00	\$0.00
Subtotal - Operating Expenses			
III. INDIRECT @ _____ OF PERSONNEL	\$150,000.00- Construction of track.	\$50,000.00	<ul style="list-style-type: none"> • NS - California PTA Grants (Healthy Lifestyles category). Max grant unknown, due Oct 1 • NS - Walmart Foundation Local Community Grants. Max grant \$5,000 • NS -State Farm Good Neighbor Citizenship Grants. Max grant unknown • NS - Wells Fargo Community Giving Grants. Max grant unknown, Next cycle opens Feb 2024 • NS - ALDI Cares Community Grants. Max grant \$5,000 • NS - Grassroots fundraising: <ul style="list-style-type: none"> ○ local service organizations ○ sports clubs



CBO-PHG FY 2024-25 Grant Application

EXHIBIT B

			<ul style="list-style-type: none"> ○ faith groups ○ service organizations ○ BBQ's ○ school based activities ○ community events ○ individual donations
Total Grant Project Expenses	\$150,000.00	\$50,000.00	\$100,000.00

*List in this column all agency funds available to support the project. Indicate with a "@" next to the amount that are in-kind and a "NS" for those not yet secured.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT C

DIRECTIONS

The following information should be provided in the format as shown below.

1. **FY 2024-25 Scope of Work or Work Plan**

Your scope of work or work plan should answer these questions:

- a) What is the program/project goals?
- b) How will those goals be achieved including time frame?
- c) What is your evaluation methodology for measuring results?

2. **FY 2023-24 Program Results**

All requests from agencies that received Preventive Health or Community Based Organization grant funds in FY 2023-24 must specify actual program results attained to date as well as projected results for the balance of the fiscal year. Results must be described in meaningful, measurable terms.

A meaningful, measurable result will demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people receiving the service.

OUTPUT results show the amount of work performed or services received - e.g., number of patients treated, number of meals served, number of childcare slots created, etc. Here are some examples:

Output Measures:

500 people will participate in health screening clinics and receive referrals for follow-up when indicated.

75 people will be enrolled in Healthy Families MediCal program to improve utilization of health services.

XX number of meals will be served to seniors during the year.

OUTCOMES show the quality of performance and answer the question: who is better off by doing this project? Here are some examples:

Outcome Measures:

At least XX% of smokers who participate in services will successfully quit using tobacco.

XX% of clients that receive substance abuse treatment services and are drug and alcohol free one year later.

XX% of program participants in the prevention program will demonstrate their commitment to an alcohol and drug-free lifestyle.



CBO-PHG FY 2024-25 Grant Application

EXHIBIT C

SCOPE OF WORK/WORK PLAN FORMAT

Requested Grant Funds in Fiscal Year 2024-25

Program/Project Summary: Oceano School Track

Goal/Objective (refer to 1.A above)	Major Tasks (in order to achieve goal) (refer to 1.B above)	Timeline	Evaluation methodology (refer to 1.C above)
Fundraise \$150,000	Grantwriting; corporate, business, non-profits, foundations, individuals	December 2024	Count money
Program/Project OUTPUTS			
Design, permit, contract with volunteer and paid contractors to construct track at Oceano school with completion by August 2025.			
Program/Project OUTCOMES			
School and community begin utilizing track for intended purposes over next 100 years.			

Grant Funds Received in Fiscal Year 2023-24 (if applicable)

Program/Project Summary: N/A

Goal/Objective (refer to 1.A above)	Major Tasks (in order to achieve goal) (refer to 1.B above)	Timeline	Evaluation methodology (refer to 1.C above)
Program/Project OUTPUTS			
Program/Project OUTCOMES			



CBO-PHG FY 2024-25 Grant Application

EXHIBIT C



PROPOSED TRACK

OCEANO ELEMENTARY SCHOOL



19.6

560 HIGUERA STREET, SUITE C
SAN LUIS OBISPO, CA 93401
TEL (805) 476-0399



PROPOSED TRACK

OCEANO ELEMENTARY SCHOOL



Oceano Community Services District

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

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

Date: April 24, 2024

To: Board of Directors

From: Charles Varni, President

Subject: Agenda Item #9(B): Review and consideration of the Water Resource Advocacy Platform on Central Coast Blue including possible actions to modify, eliminate, or create a new statement.

Recommendation

It is recommended that the Board review and consider the 2019 Water Resource Advocacy Platform regarding drought and water resource constraints for the purpose of providing staff direction as deemed necessary. The 2019 Advocacy Platform was adopted at the February 13, 2019 meeting.

Other Agency Involvement

The County of San Luis Obispo, City of Pismo Beach, City of Arroyo Grande, City of Grover Beach and the South San Luis Obispo County Sanitation District.

Financial Considerations

N/A

Results

Updating the Board's existing platform on water resources for upcoming public and stakeholder participation promotes a well governed community.

Attachments:

- 2019 Advocacy Platform
- February 13, 2019 Agenda Item 9B
- February 13, 2019 Board Meeting Minutes

Oceano Community Services District



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 Obispo¹ 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.

¹ 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 (SSLOCSO) 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 SSLOCSO to request that discussion items be placed on the SSLOCSO agenda, at the appropriate time in the future, to review and consider options on potential roles that SSLOCSO might undertake for the project including but not limited to resource commitments, operations, implementation, environmental, funding and governance.



Oceano Community Services District

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

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

Date: February 13, 2019

To: Board of Directors

From: Paavo Ogren, General Manager

Subject: **Agenda Item # 9(B):** Receive an update on Central Coast Blue and Consider Recommendations to Update the January 11, 2017 Advocacy Platform and related actions.

Recommendation

It is recommended that your Board:

1. Receive and discuss a general presentation on Central Coast Blue preliminary efforts.
2. Review the District's Advocacy Platform adopted on January 11, 2017, and provide general direction on updating and replacing it, including the following:
 - a. That the District continues to support inter-agency regional project development efforts for Central Coast Blue with the South San Luis Obispo County Sanitation District and the cities of Arroyo Grande, Grover Beach and Pismo Beach.
 - b. That the District's community specific goals associated with the project include the following:
 - i. The District supports project efforts promoting groundwater sustainability.
 - ii. The District's public outreach efforts will focus on impartial information.
 - iii. The District will seek public input in a timely manner to help ensure 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.
 - iv. Varying opinions on the project will be considered by the District in a respectful and courteous manner.
 - c. That the General Manager is directed to prepare a draft update to replace the District's existing Advocacy Platform and to review it with the Board's project liaisons prior to placing it on a subsequent agenda for the Board to consider for formal approval.
3. Direct the Board appointees to the South San Luis Obispo County Sanitation District (SSLOCSD) to request that discussion items be placed on the SSLOCSD agenda, *at an 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.



Introduction

Central Coast Blue, formerly named the Regional Groundwater Sustainability Project, is the proposed recycled water project involving the communities of Oceano, Arroyo Grande, Grover Beach and Pismo Beach. Attachment "A" is an Advocacy Platform adopted by your Board on January 11, 2017 which includes a position in support of Central Coast Blue. Reviewing the Advocacy Platform at this time is warranted as some of the project's preliminary technical efforts are wrapping up and before upcoming phases of project efforts are initiated that involve a greater focus on public participation.

Providing staff direction to prepare a draft update to the Advocacy Platform for Board consideration at a subsequent meeting is intended to help ensure that both regional groundwater issues and Oceano community-specific issues can be addressed, with public participation, in a timely manner. Supporting public involvement will also help ensure that, when the time arrives to consider project decisions, your Board can act in a manner that is in the best interests of the community while also considering the importance of regional collaboration. A brief overview will be presented on some of the preliminary technical efforts and next steps. Attached is the PowerPoint presentation.

Central Coast Blue and Regional Water Resource Reliability

Central Coast Blue includes infrastructure improvements to treat wastewater from the four communities and to meet water quality standards that allow it to be injected into the groundwater basin. It includes piping and other facilities to convey wastewater from existing wastewater treatment facilities to new advanced treatment facilities, and from those advanced treatment facilities to locations where the recycled water will be injected into the groundwater basin.

Locations for the advanced treatment facilities and injection facilities are being evaluated. Alternative locations being considered for the advanced treatment facilities include the site of existing SSLOCSO treatment facilities and other locations. The feasibility of treatment site alternatives will be fully vetted during the next steps of the project and will consider several factors that include technical, environmental and fiscal details. Site alternatives will be one of many important aspects of upcoming public participation. Locations for groundwater injection facilities are being evaluated based on groundwater modelling to help ensure that the project's benefits are maximized.

Overall, recycled water projects are important for long-term management of local water resources - a critical natural resource that communities, and life, depend upon. Like curbside solid waste recycling programs that have been implemented for decades, the importance of water recycling is recognized at local, regional and state-wide levels even though it is not legally mandated by state legislation like solid waste recycling programs.



Without state legislation mandating recycled water projects, development of local recycled water projects is the responsibility of local leadership.

Local leadership for Central Coast Blue includes elected officials that govern five local jurisdictions. Those five agencies include the Oceano Community Services District (OCSD), the cities of Arroyo Grande, Grover Beach and Pismo Beach, and the South San Luis Obispo County Sanitation District (SSLOCSD).

The development of Central Coast Blue, as a multi-agency project, entails complex issues that include technical, financial, environmental and other details. The need for the project varies for each of the four communities. Likewise, its impacts will be different for each community.

The importance of regional cooperation on Central Coast Blue includes diligently considering issues involving ongoing groundwater litigation. Existing and foreseeable legal issues bring additional complexities to the project. The three cities and OCSD (but not SSLOCSD) are four of numerous parties included in the adjudication of the Santa Maria Groundwater Basin (SMGB) that also covers the Nipomo Mesa and portions of northern Santa Barbara County. The adjudication includes legal stipulations that were approved in 2005 and a judgment in 2008. Annual reports are prepared on the groundwater basin and submitted to the court, which has continuing jurisdiction over several issues including overall groundwater management.

The South San Luis Obispo County Sanitation District is currently not engaged in the groundwater basin litigation. It is, however, a critical local jurisdiction because it has the regional responsibility for treating and disposing wastewater for Oceano, Arroyo Grande and Grover Beach. Like other project issues, the extent and timing of SSLOCSD involvement needs careful consideration. SSLOCSD is currently focused on implementing a deferred infrastructure project and faces challenges in working on their redundancy project and Central Coast Blue simultaneously. Pismo Beach has provided significant leadership even though project benefits will be regional. Arroyo Grande and Grover Beach have provided financial contributions.

The role of SSLOCSD has the potential to significantly influence the efficient and effective implementation of Central Coast Blue. The options that SSLOCSD might undertake for the project should be fully evaluated, including but not limited to resource commitments, operations, implementation, environmental, funding and governance. A careful review of its authorities and responsibilities under the Health and Safety Code should be evaluated to determine how to best align SSLOCSD to meet the needs and challenges of Central Coast Blue.

Public Involvement and Project Permitting

The complexities of developing a regional recycled water project involving multiple governmental agencies is not limited to the five agencies, their elected officials who represent local leadership and all the



technical, environmental, funding and legal issues that they need to address. Public involvement in project development efforts and coordinating with state and federal resource agencies to obtain project permits are critical activities for a successful project.

As some of the preliminary technical efforts are being completed on Central Coast Blue, next steps will include those that focus on public participation. Environmental review and permits are well known for being extensive processes that require project sponsors to be diligent, responsive and timely in addressing questions and comments. *Proactive discussions with local stakeholders have already been part of ongoing project efforts.* Two feasibility studies have been prepared and publicly reviewed; one by the SSLOCS and the other by the City of Pismo Beach. Continuing public outreach and stakeholder discussions during the local review of alternatives can help to identify and resolve issues relatively early and reduce disputes during the environmental permitting phase of the project.

See <http://centralcoastblue.com/>

Oceano Community Specific Issues

Upcoming public involvement will be important for Oceano specifically as well as regionally for Central Coast Blue. The community's existing water supplies, the risks associated with those supplies, and the importance of regional cooperation in sustainable groundwater management are a few of the many issues that need to be discussed.

Understanding alternatives is, arguably, the single most important aspect of stakeholder involvement. Addressing various options, and advantages and disadvantages of each, promotes community-based decisions that balances project needs, benefits and impacts. Well governed communities that encourage respectful discussions help to promote safe, healthy, livable and prosperous communities. Public involvement based on inclusivity, and which provides timely and impartial responses to questions and comments, helps build trust between diverse interests and achieve the best of possible outcomes.

As next phases of Central Coast Blue proceed, reviewing Oceano's existing water supplies, risks and future needs should be considered to help determine the appropriate level of involvement in Central Coast Blue. At this time, OCS D has a solid water portfolio as evidenced by the District's ability to increase water in storage during the most recent drought. Water supply risks nevertheless exist, and ongoing groundwater modelling may help provide better information on the reliability of groundwater supplies. The following table illustrates OCS D water supply production over each of the past three calendar years.



Amounts are in "Acre Feet / Year"	Annual Allocation	2016	2017	2018
Groundwater	900	5	21	237
Lopez Water	303	0	697	466
State Water	750	668	0	0
Totals	1,953	673	718	703
Production %	100%	35%	37%	36%

The table illustrates the use of State Water in 2016 during the drought to help preserve local supplies. In 2017 and 2018, State Water was stored with a greater reliance placed on Lopez Water. Lopez Water had been stored during the drought under the Low Reservoir Response Plan (LRRP), but that water would have been lost if not used once the drought ended. The table reflects how utilization of the OCSD water supplies can change from one year to the next. It is also important to distinguish between water supply "needs" versus "benefits." Although it may be argued that OCSD does not "need" Central Coast Blue, the importance of the regional benefits of Central Coast Blue cannot be overlooked. With greater groundwater reliability, OCSD will benefit. Likewise, obtaining permanent rights to store water in Lopez Reservoir will benefit Oceano. Together, the two could help reduce reliance on State Water and potentially provide opportunities for reducing State Water costs through short-term sales.

Potential Questions to Consider (for future Board discussions)

Several issues are inherent in any multi-agency water resource project. Other issues are unique to any project. Anticipating issues and addressing them early in project development efforts promotes well managed projects and inter-agency collaboration. The following is an introductory list of issues and questions that should be reviewed and considered as Central Coast Blue is wrapping up preliminary technical efforts and progressing into work that will include a greater level of public participation.

1. Oceano Water
 - a. Existing supplies, demands and risks.
 - i. How reliable are existing supplies?
 - ii. What are the risks of existing supplies?
 - b. Will the implementation of Central Coast Blue reduce Oceano's reliance on the State Water Project and provide other opportunities to improve the management of Oceano's water supplies?
 - i. Do opportunities currently exist to sell some State Water (not on a permanent basis) to help fund other OCSD needs such as deferred water infrastructure projects?



- ii. With anticipated amendments in State Water Project contracts, will new opportunities arise to sell some State Water (not on a permanent basis) to help fund other OCSD needs such as deferred water infrastructure projects?
 - c. What other measures will promote the reliability of Oceano water supplies?
 - i. Can storage rights be established in Lopez Reservoir?
 - ii. Can stormwater capture and recharge projects improve groundwater sustainability while reducing flooding?
 - iii. How will the implementation of water system deferred infrastructure projects reduce leaks and improve water system reliability?
 - iv. How can water conservation measures and reductions in demand promote water supply reliability?
 - d. Others?
- 2. The South San Luis Obispo County Sanitation (The regional wastewater entity serving Oceano).
 - a. What statutory powers and responsibilities exist for SSLOCSD?
 - b. What options exist for the SSLOCSD's involvement in Central Coast Blue?
 - i. What options exist regarding implementing, operating, funding and governing the project?
 - ii. Should inter-agency agreements or a joint powers agreement be established so that the project benefits are allocated to each community in proportion to costs paid by each community?
 - c. What opportunities and concerns exist relating to locating advanced treatment facilities for Central Coast Blue at the existing SSLOCSD site?
 - i. How will the Environmental Impact Report compare the SSLOCSD site to alternative sites?
 - ii. How should climate change and coastal retreat strategies be considered for the existing SSLOCSD site?
 - iii. How will costs be considered in comparing alternatives?
 - d. How might discharge of wastewater by SSLOCSD change?
 - e. Others?

Other Agency Involvement

The cities of Arroyo Grande, Grover Beach and Pismo Beach are municipal water purveyors that together with OCSD would benefit from Central Coast Blue. The South San Luis Obispo County Sanitation District is the regional wastewater entity treating and disposing of wastewater (except for Pismo Beach). The Regional Water Board, California Coastal Commission and other resource agencies will be involved in project permitting. State and Federal agencies may also provide grant and other funding opportunities.



Financial Considerations

No financial issues are being considered at this time.

Results

Updating the Board's existing platform on Central Coast Blue for upcoming public and stakeholder participation promotes a well governed community.

Attachments:

- January 11, 2017 Advocacy Platform
- PowerPoint Presentation

Oceano Community Services District



Water Resource Advocacy Platform – January 2017

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 Obispo¹ 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.

¹ 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 2017

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 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.



Oceano Community Services District

Summary Minutes

Regular Meeting Wednesday, February 13, 2019 – 6:00 P.M.

Oceano Community Services District Board Room

1655 Front Street, Oceano, CA

1. **CALL TO ORDER:** at 6:00 p.m. by President Austin
2. **FLAG SALUTE:** led by President Austin
3. **ROLL CALL:** All Board members present: President Austin, Vice President White, Director Villa, Director Gibson and Director Replogle. Also present, General Manager Paavo Ogren, Business and Accounting Manager Carey Casciola, Legal Counsel Jeff Minnery and Board Secretary Celia Ruiz.
4. **AGENDA REVIEW:** Item 8D was revised to add \$ 590.10 to the warrants to increase total cash disbursement to \$88,259.40 and Item 8E updated the conflict of interest waiver with a motion was to approve agenda as modified from Vice President White, a second from Director Villa and a roll call vote 5-0.
5. **CLOSED SESSION: Continued until next Regular Meeting**
 - A. Pursuant to Government Code 54956.9(a): Conference with legal counsel regarding Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.,
 - B. Pursuant to Government Code 54957: Public Employment – General Manager; District Engineer/ Assistant General Manager
6. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA (NOT BEGINNING BEFORE 6:00 PM):**
Public comment was received by Lucia Casalnuovo, Jeff Pienack, Jeff Edwards, Charles Varni, Mary Lucey, Julie Tacker and Steve Adoni.
7. **SPECIAL PRESENTATIONS & REPORTS: Tabled till next Regular Meeting**
 - a. **STAFF REPORTS:**
 - i. Operations - Field Supervisor Tony Marraccino – Continued
 - ii. FCFA - Chief Steve Lieberman – Continued
 - iii. OCSD General Manager – Continued
 - iv. Sheriff’s South Station – Commander Stuart MacDonald – Continued
 - b. **BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:**
 - i. Director Villa– Continued
 - ii. Director Gibson– Continued
 - iii. Vice President White – Continued
 - iv. President Austin – Continued
 - v. Director Replogle – Continued
 - c. **PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS:**
No public Comment

8 CONSENT AGENDA	
Director Replogle requested that Item 8E be pulled for separate consideration.	
8 CONSENT AGENDA:	ACTION:
a. Review and Approval of Minutes for January 09, 2019	After an opportunity for public comment and brief Board discussion, staff recommendations were approved as amended in Item 8d with the addition of \$ 590.10 to the warrants increasing the total cash disbursements to \$88,259.40 with a motion from Vice President White, and a second from Director Gibson and a 5-0 roll call vote. Public comment was received by Julie Tacker.
b. Review and Approval of Minutes for January 23, 2019	
c. N/A	
d. Review and Approval of Cash Disbursements	

<p>8 CONSENT AGENDA:</p> <p>e. Consideration of recommendations to approve a proposal from the San Luis Obispo County Air Pollution Control District to install temporary air quality monitoring equipment on District property as part of the Community Air Protection Program</p>	<p>ACTION:</p> <p>After an opportunity for public comment and brief Board discussion, staff recommendations were approved with a motion from Director Gibson, and a second from Vice President White and a 5-0 roll call vote. Public comment was received by Julie Tacker.</p>
<p>9A BUSINESS ITEM:</p> <p>Update on the Water Resource Reliability Program</p>	<p>ACTION:</p> <p>A presentation was given by Melanie Mills. After an opportunity for public comment and Board discussion, no action taken. Public comment was received by Jim Coalwell, Jeff Edwards, Jeff Pinnack, Julie Tacker and Mary Lucey.</p>
<p>9B BUSINESS ITEM:</p> <ol style="list-style-type: none"> 1. Receive and discuss a general presentation on Central Coast Blue preliminary efforts. 2. Review the District's Advocacy Platform adopted on January 11, 2017, and provide general direction on updating and replacing it, including the following: <ol style="list-style-type: none"> a. That the District continues to support inter-agency regional project development efforts for Central Coast Blue with the South San Luis Obispo County Sanitation District and the cities of Arroyo Grande, Grover Beach and Pismo Beach. b. That the District's community specific goals associated with the project include the following: <ol style="list-style-type: none"> i. The District supports project efforts promoting groundwater sustainability. ii. The District's public outreach efforts will focus on impartial information. iii. The District will seek public input in a timely manner to help ensure 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. 	<p>ACTION:</p> <p>A presentation was given by General Manager Ogren. After an opportunity for public comment and Board discussion, staff recommendations were approved with a revision to 2(b)iii to include social, economic and industrial burdens, environmental justice and with the addition of co-equal analysis of site alternatives be included in the EIR or EIS with a motion from Director Villa, a second from Vice President White and a 5-0 roll call vote. Public comment was received by Jim Coalwell, Brad Snook, Lucia Casalnuovo, Jeff Edwards, Julie Tacker and Mary Lucey.</p>

<p style="text-align: center;">iv. Varying opinions on the project will be considered by the District in a respectful and courteous manner.</p> <p>c. That the General Manager is directed to prepare a draft update to replace the District's existing Advocacy Platform and to review it with the Board's project liaisons prior to placing it on a subsequent agenda for the Board to consider for formal approval.</p> <p>3. Direct the Board appointees to the South San Luis Obispo County Sanitation District (SSLOCSO) to request that discussion items be placed on the SSLOCSO agenda, <i>at an appropriate time in the future</i>, to review and consider options on potential roles that SSLOCSO might undertake for the project including but not limited to resource commitments, operations, implementation, environmental, funding and governance.</p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

Board recessed from 8:39 to 8:52pm

A motion to extend the meeting past 9pm to consider 9B and 9C was motioned by Vice President White, a second from Director Gibson and a 5-0 roll call vote.

9C BUSINESS ITEM:	ACTION:
<p>Continuance of Agenda Item #6(C) from the Board's Special Meeting on January 30, 2019 regarding Reconsideration and/or modification of 2019 Committee Assignments and Appointments</p>	<p>After an opportunity for public comment and Board discussion, a motion was made to put the Central Coast Blue committee on hold until there is a need to reactive the committee, either by action by Central Coast Blue or action at the South San Luis Obispo County Sanitation District that the District would need to consider with a motion from Vice President White, a second from Director Gibson and a 4-1 roll call vote with Director Replogle dissenting.</p> <p>Public comment was received by Lucia Casalnuovo, Julie Tacker, Jeanie Class, Mary Lucey, Charles Varni, Jim Coalwell, Kris Victory, and Brad Snook.</p>

10. **HEARING ITEMS:** None

11. **RECEIVED WRITTEN COMMUNICATIONS:** None

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

13. **FUTURE AGENDA ITEMS:** District Policies Continued, Roles and Responsibilities with Related Agencies; Construction Documents (Norswing/Pershing & Highway One waterline replacement projects), Five Cities Fire Authority, District Rules and Regulations, Cienega Seabreeze Mobile Home Park Continued, 2019 Goals and Priorities, 13th St/ HWY One Drainage Project, Deferred Infrastructure Program, Lopez Lake LRRP & Contract Amendments, Central Coast Blue, Landscape maintenance, Wastewater CIP, Recreation RFP, Brown Act training, Committee Appointments, Oath of Office, State Park impact to OCSO.

A motion was made to extend the meeting to consider future agenda items by Director Replogle with a second by Vice President White and a 5-0 roll call.

14. **FUTURE HEARING ITEMS:** Director Replogle requested to prepare comments to State Parks EIR

15. **ADJOURNMENT:** at approximately 10:10 pm



Oceano Community Services District

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

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

Date: April 24, 2024

To: Board of Directors

From: Charles Varni, President

Subject: Agenda Item #9(C): Discussion and consideration of entering into a contract with Ecologistics as the 501c3 sponsor of the Oceano Parks and Recreation Committee.

Recommendation

Discussion and possible action of contracting with Ecologistics as a 501c3 fiscal sponsor for District fundraising related to operations of the Parks and Recreation. Such an arrangement would allow donors to OPARC to possibly claim donations as a tax deduction.

Attachments:

- Ecologistics Application
- Ecologistics Project Budget
- Ecologistics Contract

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.

ECOLOGISTICS

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

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 subject line.

Project applications are accepted at any time and will be considered at the next Ecologistics board meeting.

**Ecologistics Project Budget
Template**

[insert project name]

Please insert information into the yellow cells as appropriate - formulas should calculate the totals for you.

REVENUE

Revenue [private sources]	Received	Committed	Projected	Total	Notes:
Corporate Grants/Contributions				\$0.00	
Foundation Grants				\$0.00	
Individual Contributions				\$0.00	
Special Events/Fundraisers				\$0.00	
Earned Income:				\$0.00	
				\$0.00	
				\$0.00	
Total Private Revenue:	\$0.00	\$0.00	\$0.00	\$0.00	

Revenue [public sources]	Received	Committed	Projected	Total	Notes:
Government Contracts				\$0.00	
Government Grants				\$0.00	
Other:				\$0.00	
				\$0.00	
				\$0.00	
Total Public Revenue:	\$0.00	\$0.00	\$0.00	\$0.00	

In-kind Contributions	Description/Notes
Equipment	
Facilities	
Volunteers	
Services	

Total Revenue:	\$0.00	\$0.00	\$0.00	\$0.00
-----------------------	---------------	---------------	---------------	---------------

EXPENSES

Personnel & Benefits	Projected	Total	Notes:
Salaries & Wages		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
Subtotal Salaries & Wages:	\$0.00	\$0.00	

Benefits & Taxes (25% of Total Salaries & Wages*)	\$0.00	\$0.00	
---------------------------------------------------	--------	--------	--

* While actual cost may vary, this estimate allows for FICA, State Unemployment Insurance, Worker's Comp, Health, & Dental.

Total Personnel & Benefits	\$0.00	\$0.00
---------------------------------------	---------------	---------------

Program Expenses	Projected	Total	Notes:
Consultants/Contractors		\$0.00	
Insurance		\$0.00	
Program Space		\$0.00	
Supplies & Materials		\$0.00	
		\$0.00	
		\$0.00	
Total Program Expenses	\$0.00	\$0.00	

Operating Expenses		Projected	Total	Notes:
Consultants/Contractors			\$0.00	
Equipment			\$0.00	
Insurance (i.e. liability, property)			\$0.00	
Office Rent			\$0.00	
Office Supplies			\$0.00	
Postage			\$0.00	
Promotional Materials			\$0.00	
Travel			\$0.00	
Utilities (phone/internet)			\$0.00	
			\$0.00	
Total Operating Expenses		\$0.00	\$0.00	

Total Expense before Fiscal Sponsor Fee	\$0.00	\$0.00
------------------------------------------------	---------------	---------------

Fiscal Sponsor Fees for Project Support & Admin		Projected	Total	Notes:
6% of Revenue		\$0.00	\$0.00	

Total Fiscal Sponsor Fees	#REF!	#REF!
----------------------------------	--------------	--------------

Total Revenue:	\$0.00	\$0.00
Total Expenses:	#REF!	#REF!

Variance [Revenue Over/Under Expenses] #REF!

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. Fiscal Sponsorship Policies. 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. Intellectual Property. 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. Solicitation of Funds. 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. Use of Grants. 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 be 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. Independent Contractors. 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.

9. 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.

10. 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. Performance of Exempt Purposes. 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. Termination.

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. Understandings Upon Receipt of Notice of Termination. 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. Timing of Termination. 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. Indemnification. 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 non-cash 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 or 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. Notice. 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. Insurance Obligations. 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. Authority. 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.

ECOLOGISTICS, INC.

By: _____
Stacey Hunt, CEO

Dated: _____

SPONSORED ORGANIZATION

By: _____
[NAME], [Title]

Dated: _____

EXHIBIT A
PROJECT DESCRIPTION

A-1.

EXHIBIT B

MODEL C FISCAL SPONSORSHIP POLICIES OF ECOLOGISTICS, INC.

General Requirements

- **Separate Legal Entity.** Although Ecologistics, Inc. (“Ecologistics”) 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 one-time 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 “Grant Report”) to Ecologistics, Inc. (“Ecologistics”) 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

Grantee: _____

Project/Program Funded: _____

Period Covered by this Report (“Report Period”): _____

Amount of Grant Funds Received: \$ _____

Amount of Grant Funds Expended: \$ _____

II. Grantee Contact Information

Contact Name: _____ Title: _____

Mailing Address: _____

Phone: _____ Email: _____

III. Grant Report

A. **Confirmation of Requirements.** Please confirm that each of the following requirements was met consistent with the Fiscal Sponsorship Grant Agreement by checking each box. If you are not able to confirm any of the requirements below, please provide an explanation in a narrative attached to this report.

- The grant funds received by Grantee were used exclusively in furtherance of the purposes of the 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 or for other lobbying activities of any nature
- The grant funds received by Grantee were not used in violation of or in a manner inconsistent with the Fiscal Sponsorship Grant Agreement
- The grant funds received by Grantee were held and accounted for in a separate fund restricted for 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

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

B-1.

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 statements 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:



Oceano Community Services District

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

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

Date: April 24, 2024

To: Board of Directors

From: Carey Casciola, Business & Accounting Manager

Subject: **Agenda Item #10(A): A public hearing on an appeal by Erik Benham regarding past due amounts and late fees and provide staff direction as deemed appropriate**

Recommendation

It is recommended that your Board review and discuss Erik Beham's appeal of an outstanding balance and provide staff direction to:

1. Approve the appeal and issue a full credit of \$1,917.80.
2. Approve the appeal and issue a partial credit.
3. Deny the appeal and issue no credit.

Discussion

At the [Oceano Finance and Budget Committee \(OFAB\)](#) meeting on March 21, 2024, the Committee considered Mr. Benham's appeal. Subsequently, it was determined that Ordinance 2024-01 was not properly noticed. As a result, the Committee's formal actions are not in effect and their deliberations are now considered informal recommendations and require formal action by your Board.

Mr. Benham is the owner of account 03-04737-01 and has requested in the attached correspondence (Attachment A) that the total of past due amounts and late fees of \$1,917.80 incurred by his previous tenant be waived. Based on the District Code attached (Attachment C), OFAB recommended that the appeal be denied. Board action may include ratifying OFAB's denial, approving the requested credit, or approving a partial credit.

Other Agency Involvement

N/A

Other Financial Considerations

If the Board is inclined to grant an adjustment based on the owner's request, this would result in a revenue loss of \$1,917.80.



Oceano Community Services District

Board of Directors Meeting

Results

The Board's consideration of the request provides a full review of the situation and transparency and supports a well-governed community.

Attachments: A - Correspondence from Erik Benham
 B - Billing and Payment History
 C - District Codes

Carey Casciola

From: Erik Benham [REDACTED]
Sent: Wednesday, April 10, 2024 1:59 PM
To: Carey Casciola
Subject: Re: Oceano CSD 4/10/2024 Meeting - Ratifying the Oceano Finance and Budget Committee

Afternoon I'm out of the area addressing a company members illness and requirement of my supervision.

On Apr 10, 2024, at 1:57 PM, Carey Casciola <carey@oceanocsd.org> wrote:

Thank you, I was asked to get a response on the reason you won't be able to make tonight's meeting.

Thanks,
Carey

From: Erik Benham [REDACTED]
Sent: Tuesday, April 9, 2024 12:24 PM
To: Carey Casciola <carey@oceanocsd.org>
Subject: Re: Oceano CSD 4/10/2024 Meeting - Ratifying the Oceano Finance and Budget Committee

Hello. Yes please.

On Apr 9, 2024, at 10:30 AM, Carey Casciola <carey@oceanocsd.org> wrote:

Hi Erik,

I spoke with the General Manager about moving the hearing to the 4/24/2024 meeting. Please confirm if you would like us to move the hearing.

Thanks,
Carey

From: Carey Casciola
Sent: Friday, April 5, 2024 2:23 PM
To: Erik Benham [REDACTED]
Subject: Oceano CSD 4/10/2024 Meeting - Ratifying the Oceano Finance and Budget Committee

Hello,

I am following up with the discussion we had on Tuesday.

Please see the link to the Oceano CSD Board of Director's agenda package for 4/10/2024 at 6pm:
10A (Page 62) : <https://ocsd.specialdistrict.org/2024-04-10-board-meeting>

Thanks,
Carey

Carey Casciola

Business and Accounting Manager
carey@oceanocsd.org

Oceano Community Services District
1655 Front St., PO Box 599
Oceano, CA. 93475
Office (805) 481-6730
Fax (805) 481-6836

<http://oceanocsd.org/main/>

<image001.jpg>

Carey Casciola

From: Erik Benham <benhamerik@icloud.com>
Sent: Tuesday, January 2, 2024 6:02 PM
To: Paavo Ogren
Cc: Director Villa; Carey Casciola
Subject: Re: [REDACTED]

Good afternoon. Hope you had a nice holiday. There are several issues to review. Please place the issue on the next meeting as an agenda item.

1. A landlord receives the bill notifications and not shut off notices. I understand more now but was not clear regarding landlord rights and was not apprised of all the issues. Also, I went with the tenant to the OCSD to put into his name. I had no idea this step was not completed, not that it would have mattered, since apparently I'm still liable regardless when a tenant doesn't pay their water bill.

2. Because of tenants rights, as the landlord, I do not have the right to shut off water in a circumstance such as this. It appears State Law allows a tenant two months of notices prior to the OCSD turning off services.

3. I am requesting some type of reprieve:

A. The use of water which we will better understand if there are any leaks and work with the OCSD regarding regular water usage. If there was a leak, the ability to adjust the water bill.

B. Abatement of the water bill after the water was shut off from May 2023 forward.

C. Abatement of the late charges.

D. Abatement of the door hanger fees which appear to continue every two months.

E. Any additional assistance or direction the board can provide.

4. A reprieve as a result of my health condition since February 2020, which hopefully will be stabilized in 2024.

Thank you for your email.

Respectfully,
Erik
Sent from my iPhone

> On Dec 18, 2023, at 12:52 PM, Will Clemens <will@oceanocsd.org> wrote:

> Mr. Benham

>

> As we discussed on the phone, we will work with you to temporarily turn on the water at this address in order for you to get work done on the plumbing and painting of the property and get the property ready for rent. You will need to give us 24 hour notice of when the water needs to be on for just the time period these repairs will be made. However, we will not turn the water back on permanently until the water bill is paid in full.

>

> The points that you outline below have little to do with the service we provide to your property, but rather, involve your previous tenant/landlord relationship. Please state what specifically you are asking the Board of Directors to do for

you. For example, are you requesting that they waive the late fees on your account, etc. Once we know what you are asking our Board to do, we can put it on the agenda. The next regularly scheduled meeting is on January 10, 2023.

>
> Sincerely,
>
> Will Clemens
> General Manager
> will@oceanocsd.org
>
> Oceano Community Services District
> 1655 Front St., PO Box 599
> Oceano, CA. 93475
> Office (805) 481-6730
> Fax (805) 481-6836
>
> <http://oceanocsd.org/main/>

> -----Original Message-----

> From: Erik Benham
> Sent: Wednesday, December 13, 2023 5:37 PM
> To: Director Villa <directorvilla@oceanocsd.org>
> Cc: Will Clemens <will@oceanocsd.org>; cary@oceanocsd.org
> Subject: Re: [REDACTED]

> Good evening. As a reminder, I am requesting this issue be placed on the agenda

> Thank you.
> Sent from my iPhone

>> On Dec 13, 2023, at 3:51 PM, Erik Benham <benhamerik@icloud.com> wrote:

>> Good afternoon Will and Carey. I had the pleasure of speaking with Mrs. Villa this morning, regarding the email below which I sent December 11th.

>> As an additional set of points of discussion:

>> 1. I currently have \$11.88 in the bank. This set of experiences has left me in a very embarrassing financial position.

>> 2. I'm recovering from two major surgeries with complications in November and disabled. Prior to that is another story.

>> 3. As stated below, I was forced to hire an attorney due to the unexceptionable conduct of the tenant to evict the tenant who destroyed my property, which was previously renovated and now requires additional complete improvements; paint, flooring, cabinets, etc! I still owe money for the eviction service.

>> 4. I have reached out to agencies who have stated there is no assistance for rental properties which are not owner occupied; 5Cities CHC is one example.

>> 5. I believe for situations such as this where owners fall through the cracks should be reviewed. There exists so many protections for renters, land lords just get forgotten.

>>
>> 6. My goal is to work closely with section 8 housing San Luis Obispo to continue to assist the community.

>>
>> Urgently, I am requesting the ability to have an immediate solution to turn on my water so my family can prepare the property for occupancy. It's my understanding I will not be able to address the board until next year due to the holidays. If there is any possible quick "interim" solution prior to addressing the board, it would be much appreciated so I can rent the property ASAP. We will agree to make a minimum good faith deposit while waiting for a proper board resolution regarding this matter.

>>
>> Happy Holidays,
>> Erik

>>
>>
>> Sent from my iPhone

>>
>>> On Dec 11, 2023, at 10:41 AM, Erik Benham <benhamerik@icloud.com> wrote:
>>> Good morning. I'm the owner of [REDACTED] I've owned the property for over 25 years. It's a rental. This past year and through Covid the tenants have proven very challenging.
>>> Even though I receive copies of bills, I do not receive hanger notices or when the services are terminated. This recent tenant, I have no idea how he fell through the cracks of not being on the account. Not that it matters since I've just learned that, regardless, the landlord is liable.
>>> Obviously, as a landlord and the extensive over reaching laws to protect renters, financially this is a significant burden! I was forced to go through the entire eviction process which equated to over \$21,000 in losses from rent and in excess of what is expected to exceed \$20,000 in physical damages to my property.
>>> The bills to the OCSD are currently \$1,671.47 and services, I understand were disconnected in May. Therefore, it appears there was excessive water usage, a meter fee, and hanger fees.
>>> I've spoken to the office, to no avail and am seeking direction to propose some type of assistance or reprieve from the board.
>>> I'm not angry but rather disappointed how these process appear to allow no assistance to a property owner who has followed the law and still receives unimaginable financial burden.
>>> Please respond via email or call me at [REDACTED]
>>> Thank you and look forward to your assistance.
>>> Erik
>>> Sent from my iPhone

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
01/31/2024	009727	Bill		11/18- 1/18 02/20	97.32		1,917.80
12/21/2023	009681	Late Charge			9.73		1,820.48
12/21/2023	009679	Cutoff		Disconnect Fee	50.96		1,810.75
12/21/2023	009657	Memo		Cutoff Posting			1,759.79
12/08/2023	009658	Cutoff		DOOR HANGER FEE	25.00		1,759.79
11/30/2023	009645	Bill		9/18-11/18 12/20	97.32		1,734.79
10/24/2023	009595	Cutoff		Disconnect Fee	50.96		1,637.47
10/24/2023	009592	Memo		Cutoff Posting			1,586.51
10/21/2023	009592	Late Charge			9.73		1,586.51
10/13/2023	009570	Cutoff		DOOR HANGER FEE	25.00		1,576.78
09/29/2023	009546	Bill		7/18- 9/18 10/20	97.32		1,551.78
08/24/2023	009501	Cutoff		Disconnect Fee	50.96		1,454.46
08/24/2023	009497	Memo		Cutoff Posting			1,403.50
08/22/2023	009497	Late Charge			9.51		1,403.50
08/16/2023	009482	Cutoff		DOOR HANGER FEE	25.00		1,393.99
07/31/2023	009461	Bill		5/18- 7/18 08/21	95.12		1,368.99
06/22/2023	009420	Cutoff		Disconnect Fee	50.96		1,273.87
08/22/2023	009418	Memo		Cutoff Posting			1,222.91
06/21/2023	009418	Late Charge			26.08		1,222.91
06/13/2023	009405	Cutoff		DOOR HANGER FEE	25.00		1,196.83
05/31/2023	009377	Bill		3/18- 5/18 06/20	260.78		1,171.83
04/26/2023	009325	Cutoff		Disconnect Fee	50.96		911.05
04/26/2023	009315	Memo		Cutoff Posting			860.09
04/24/2023	009315	Late Charge			31.47		860.09
04/19/2023	009306	Cutoff		DOOR HANGER FEE	25.00		828.62
03/30/2023	009273	Bill		1/18- 3/18 04/20	314.70		803.62
03/09/2023	009263	Payment	133968	2097		300.00	488.92
02/28/2023	009242	Payment	133861	CC 37816546		252.00	788.92
02/23/2023	009231	Late Charge			45.63		1,040.92
02/22/2023	009230	Cutoff		Disconnect Fee 12/22	50.96		995.29
02/22/2023	009134	Memo		Cutoff Posting			944.33
02/09/2023	009205	Cutoff		DOOR HANGER FEE	25.00		944.33
01/31/2023	009191	Bill		11/18- 1/18 02/21	456.24		919.33
01/04/2023	009162	Payment	132065	TENANTS		143.80	463.09
12/21/2022	009134	Late Charge			25.41		606.89
12/21/2022	009132	Cutoff		Disconnect Fee	50.96		581.48
12/21/2022	009042	Memo		Cutoff Posting			530.52
12/14/2022	009115	Cutoff		DOOR HANGER FEE	25.00		530.52
11/29/2022	009086	Bill		9/18-11/18 12/20	254.04		505.52
10/21/2022	009042	Late Charge			18.67		251.48
09/30/2022	009012	Bill		7/18- 9/18 10/20	186.64		232.81
07/29/2022	008939	Adjustment		APPLY CREDITS			46.17
07/29/2022	008939	Bill		5/18- 7/18 08/22	96.15		46.17
05/31/2022	008872	Adjustment		APPLY CREDITS			49.98CR
05/31/2022	008872	Bill		3/18- 5/18 06/20	88.47		49.98CR
03/31/2022	008801	Adjustment		APPLY CREDITS			138.45CR
03/31/2022	008801	Bill		1/18- 3/18 04/20	96.15		138.45CR
03/25/2022	008795	Payment	123175	755398600		234.60	234.60CR
02/28/2022	008774	Payment	122953	CC 34151258		285.56	0.00
02/28/2022	000000	Memo	122953	Ex CUT-PMT 285.56CR			285.56
02/28/2022	008772	Cutoff		RECONNECT FEE	50.96		285.56
02/23/2022	008765	Late Charge			9.62		234.60
02/17/2022	008758	Cutoff		DOOR HANGER FEE	25.00		224.98
01/31/2022	008732	Bill		11/18- 1/18 02/22	96.15		199.98
11/30/2021	008675	Bill		9/18-11/18 12/20	103.83		103.83
10/20/2021	008652	Payment	118609	1590		107.67	0.00
09/30/2021	008621	Bill		7/18- 9/18 10/20	107.67		107.67
08/19/2021	008589	Payment	117128	1585		98.91	0.00

6.06.020 Discontinuance Of Service For Violation Of Rules And Regulations

A customer shall be entitled to a reasonable notice of the intent of District to discontinue service for noncompliance or violation or infraction of any rule or regulation and to a reasonable opportunity to comply therewith or to cease the violation or infraction.

- A. No such notice or opportunity to comply with or cease a violation or infraction of any such rule and regulation need be given for those incidences in which the noncompliance, violation or infraction by the customer has created, is creating, or is likely to create on the customer's premises and/or in the water supply system of District, conditions dangerous and detrimental to property (including crops), public health, safety and welfare.
- B. Property owners are responsible for the actions of customers who occupy their property and cause the District to disconnect the water through the customer's noncompliance with the rules and regulations detailed herein and shall be held liable for all costs incurred. Said charges shall be estimated and paid prior to the resumption of service. This payment is subject to additional billing or refund to reflect the actual completed cost.

6.10.010 Discontinued Water Services

A customer's water service may be discontinued if a utility bill become delinquent.

- A. Charges not collected within twenty (20) days of billing shall be delinquent.
- B. If charges and penalties are not collected within twenty (20) days of billing, the General Manager is authorized to commence Service Termination Procedures pursuant to the Service Termination Procedures section below.
- C. The General Manager, at his or her discretion, may cause a meter reading to be made at any time; and thereupon, the bill for water and sewer used since the previous reading shall become immediately due and payable and shall become delinquent on the tenth (10th) day following the mailing or the presentation of the bill; and such account shall be subject to all applicable delinquency and termination procedures if the bill is not collected within the ten (10) day period.

6.10.060 Addition Of Unpaid Fees And Charges To The Tax Roll

On or before July 15 of each calendar year, the Secretary of the District shall prepare a list of persons owing connection fees, service charges, penalties and other charges. The Secretary, immediately upon preparing such a list shall follow the procedures for notice and hearing set forth in the California Government Code § 61621.2 et seq. and upon completion of same a delinquent list shall be transmitted before August 10th of such year to the County Auditor for additional to the assessment roll as provided for in the California Government Code § 61621.2 et seq.



Oceano Community Services District

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

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

Date: April 24, 2024

To: Board of Directors

From: Carey Casciola, Business & Accounting Manager

Subject: **Agenda Item #10(B): A public hearing on an appeal by Nancy Bull regarding a water bill and provide staff direction as deemed appropriate**

Recommendation

It is recommended that the Board review and consider Nancy Bull's appeal of a water bill and provide staff direction to:

1. Approve the appeal and issue a full credit of \$1,316.43.
2. Approve the appeal and issue a partial credit.
3. Deny the appeal and issue no credit.

Discussion

Nancy Bull is the owner of account 04-06852-04 and has requested (see Attachment A) that an adjustment be made to her most recent bill totaling \$1,316.43. The property's average seasonal usage is 4 units, and it increased to 145 units in the last billing cycle.

In the past, the Board has approved applying the leak adjustment formula to credit a customer's account with high usage if the owner agreed to install a [Flume Smart Home Water Monitor](#) device (or similar device) at the property, which will monitor water as it goes through the meter. The staff has drafted the leak adjustment calculation for Board consideration in Attachment C, which equates to a credit of \$602.52. Board action may include approving a full credit, a partial credit, or denial of the appeal.

Other Agency Involvement

N/A

Other Financial Considerations

If the Board is inclined to grant an adjustment based on the owner's request, this would result in a revenue loss.



Oceano Community Services District

Board of Directors Meeting

Results

The Board's consideration of the request provides a full review of the situation and transparency and supports a well-governed community.

Attachments: A - Correspondence from Nancy Bull
 B - Billing and Payment History
 C - Leak Adjustment Calculation

Carey Casciola

From: Nancy Bull [REDACTED]
Sent: Tuesday, April 16, 2024 2:00 PM
To: Carey Casciola
Subject: Fwd: Water charge

Will this be enough information?
Thanks for your help.

Sent from my iPad

Begin forwarded message:

From: Nancy Bull [REDACTED]
Date: April 16, 2024 at 1:57:53 PM PDT
To: paavo@oceanocsd.org
Subject: Water charge

I am writing in reference to my current water bill for 1460 Strand Way, Oceano. To my shock this billing cycle the charge for my property was \$1300 instead of the usual \$60 to \$80.

I was at home for the first 3 weeks of this billing period and observed no unusual water use or leak. The house has been empty for much of the rest of the billing period since I am in chemo treatment however my housekeeper and gardener and handyman were often on the property and had no unusual water usage nor did they observe anything out of the ordinary. All of my exterior faucets are behind locked gates and would not be accessible to others for any use. There are also security cameras in front and back of the property so any unusual activity would be obvious.

Since I have always been very proactive in water use with water saving devices on all appliances etc, this strange billing is a mystery. My plumber has been out to check for any Underground leaks or water spillage in any area and found nothing. Also, the house is now empty and the meter is stable showing no use as would be expected.

Can you make some adjustment to this overwhelming bill amount? I do expect to install the recommended water analysis system to forestall such a future shock. It is unfortunate that the exact dates of the apparently overwhelming water demand cannot be determined. Is it possible there was a glitch in the meter itself if it was submerged in water as might have happened during our heavy rains this spring? Or would extreme sand covering it affect its count system in any way? Those situations do occur on my street.

Thank you for your consideration and any help you can offer.

Nancy Bull
1460 Strand Way

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
03/31/2024	009812	Adjustment		APPLY CREDITS			1,129.74
03/31/2024	009812	Bill		1/18- 3/18 04/22	1,316.43		1,129.74
01/31/2024	009727	Adjustment		APPLY CREDITS			186.69CR
01/31/2024	009727	Bill		11/18- 1/18 02/20	111.40		186.69CR
11/30/2023	009645	Adjustment		APPLY CREDITS			298.09CR
11/30/2023	009645	Bill		9/18-11/18 12/20	128.25		298.09CR
10/10/2023	009566	Payment	139888	2631		500.00	426.34CR
09/29/2023	009546	Adjustment		APPLY CREDITS			73.66
09/29/2023	009546	Bill		7/18- 9/18 10/20	179.91		73.66
07/31/2023	009461	Adjustment		APPLY CREDITS			106.25CR
07/31/2023	009461	Bill		5/18- 7/18 08/21	130.32		106.25CR
06/16/2023	009410	Payment	136621	1229		300.00	236.57CR
05/31/2023	009377	Adjustment		APPLY CREDITS			63.43
05/31/2023	009377	Bill		3/18- 5/18 06/20	96.74		63.43
03/30/2023	009273	Adjustment		APPLY CREDITS			33.31CR
03/30/2023	009273	Bill		1/18- 3/18 04/20	96.74		33.31CR
01/31/2023	009191	Adjustment		APPLY CREDITS			130.05CR
01/31/2023	009191	Bill		11/18- 1/18 02/21	123.58		130.05CR
11/29/2022	009086	Adjustment		APPLY CREDITS			253.63CR
11/29/2022	009086	Bill		9/18-11/18 12/20	190.98		253.63CR
10/17/2022	009038	Payment	129487	2402		500.00	444.61CR
09/30/2022	009012	Adjustment		APPLY CREDITS			55.39
09/30/2022	009012	Bill		7/18- 9/18 10/20	164.02		55.39
07/29/2022	008939	Adjustment		APPLY CREDITS			108.63CR
07/29/2022	008939	Bill		5/18- 7/18 08/22	203.33		108.63CR
05/31/2022	008872	Adjustment		APPLY CREDITS			311.96CR
05/31/2022	008872	Bill		3/18- 5/18 06/20	109.11		311.96CR
04/18/2022	008837	Payment	124129	1090		500.00	421.07CR
03/31/2022	008801	Adjustment		APPLY CREDITS			78.93
03/31/2022	008801	Bill		1/18- 3/18 04/20	115.84		78.93
01/31/2022	008732	Adjustment		APPLY CREDITS			36.91CR
01/31/2022	008732	Bill		11/18- 1/18 02/22	105.27		36.91CR
11/30/2021	008675	Adjustment		APPLY CREDITS			142.18CR
11/30/2021	008675	Bill		9/18-11/18 12/20	122.57		142.18CR
09/30/2021	008621	Adjustment		APPLY CREDITS			264.75CR
09/30/2021	008621	Bill		7/18- 9/18 10/20	142.76		264.75CR
08/18/2021	008582	Payment	117059	1014		500.00	407.51CR
07/30/2021	008562	Adjustment		APPLY CREDITS			92.49
07/30/2021	008562	Bill		5/18- 7/18 08/20	158.04		92.49
05/28/2021	008499	Adjustment		APPLY CREDITS			65.55CR
05/28/2021	008499	Bill		3/18- 5/18 06/21	138.63		65.55CR
03/31/2021	008449	Adjustment		APPLY CREDITS			204.18CR
03/31/2021	008449	Bill		1/18- 3/18 04/20	89.91		204.18CR
01/29/2021	008381	Adjustment		APPLY CREDITS			294.09CR
01/29/2021	008381	Bill		11/18- 1/18 02/22	112.75		294.09CR
11/30/2020	008338	Adjustment		APPLY CREDITS			406.84CR
11/30/2020	008338	Bill		9/18-11/18 12/21	100.17		406.84CR
10/14/2020	008332	Payment	107781	2091		500.00	507.01CR
09/30/2020	008320	Adjustment		APPLY CREDITS			7.01CR
09/30/2020	008320	Bill		7/18- 9/18 10/20	133.98		7.01CR
08/24/2020	008312	Payment	107041	3644		200.00	140.99CR
07/31/2020	008306	Adjustment		APPLY CREDITS			59.01
07/31/2020	008306	Bill		5/18- 7/18 08/20	145.64		59.01
05/29/2020	008283	Adjustment		APPLY CREDITS			86.63CR
05/29/2020	008283	Bill		3/18- 5/18 06/22	80.42		86.63CR
03/31/2020	008262	Adjustment		APPLY CREDITS			167.05CR
03/31/2020	008262	Bill		1/18- 3/18 04/20	82.17		167.05CR
01/30/2020	008241	Adjustment		APPLY CREDITS			249.22CR

ADJUSTMENT CALCULATION

		Units	Rate	Extended Cost
Water Usage	Billed 145 Cons		\$ 75.43	\$ 75.43
	* Average 4 Cons	4	\$ 4.12	\$ 16.48
			\$ 8.61	\$ -
	Difference			\$ 1,205.03
		4		\$ 91.91

Sewer	Billed	\$ 19.49
	Average	\$ 19.49
	Difference	\$ -

Water Diference	\$ 1,205.03	\$ 602.52
Sewer Difference	\$ -	\$ -
Total Difference	\$ 1,205.03	

OCSD Amount	\$ 602.52
Customer Amount	\$ 602.52
Total Difference	\$ 1,205.03

Adj Late Fee	\$ -
Adj Door Hanger	\$ -

TOTAL \$ 602.52

Approved By:

Utility System Account General
Supervisor: _____ Administrator: _____ Manager: _____

Leak Adj Eligibility Worksheet

Per Ordinance 2007-01, Whenever a bill reflects high usage compared to the previous comparable seasonal billing period, a leak is evident and fixed an adjustment may be given. See actual ordinance for complete wording.

High Usage defined as water use for a billing period which is in excess of one and one half times the normal seasonal bimonthly use as solely determined by the District.

Billing in Question

Date	Usage
03/18/2024	145

Seasonal Average

Date	Usage
03/18/2023	1
03/17/2022	7
03/17/2021	3
Total	<u>11</u>
Average	4

$$\begin{array}{r} \text{Average} \quad 3.666667 \\ \times \quad \quad \quad 1.5 \\ \hline 6 \end{array}$$

Conclusion: Customer BULL, NANCY Account 04-06852-04 is eligible for a leak adjustment, as the usage in question is in excess of the Seasonal Average time 1.5.