



**Notice of Special Meeting**  
**Oceano Community Services District - Board of Directors Agenda**  
**WEDNESDAY, October 16, 2024 – 1:30 P.M.**  
**Oceano Community Services District Board Room**  
**1655 Front Street Oceano, CA**

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

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

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. AGENDA REVIEW**
- 5. PUBLIC COMMENT FOR ITEMS 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 listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.*

**6. BUSINESS ITEMS:**

- A.** Action: Consideration of recommendations to award a professional contract for the District's Sanitary Sewer CIP Engineering & Related Services to MKN and Associates **Page 2**
- B.** Action: Consider submitting a San Luis Obispo County Community Project Grant Application for the Community Celebration of the new Oceano Plaza and consider funding an easy up tent and banner using the existing OPARC Budget. **Page 12**

**7. ADJOURNMENT:**

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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](http://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

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

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

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**Date:** October 16, 2024

**To:** Board of Directors

**From:** Peter Brown, General Manager

**Subject:** **Agenda Item # 6(A): Consideration of recommendations to award a professional contract for the District's Sanitary Sewer CIP Engineering & Related Services to MKN and Associates.**

## **Recommendation**

That the Oceano Community Services District Board award a Professional Services Contract to MKN & Associates and direct the General Manager to negotiate the final details and costs of the contract (\$226,567) plus \$20,000 for final design and grant support work and a 15% contingency for a total maximum contract of \$283,552, subject to District Counsel's approval, and authorize the President to execute the contract.

## **Discussion**

Oceano residents rely on OCSD for sewer collection and conveyance services. OCSD is responsible for the maintenance and operations of the sewer conveyance system and ensuring that all effluent is transported to the wastewater treatment plant for treatment and discharge. OCSD serves the community of Oceano and its approximately 7,500 residents with core water utility and wastewater services. OCSD's sanitary sewer collection system consists of approximately 16 miles of gravity sewer pipes ranging in size from 6 to 12 inches in diameter. Most of these pipes are old and comprised of vitrified clay pipe (VCP), which is no longer an acceptable material for constructing sewer pipes. The District's system also includes an aging lift station and force main. The lift station needs redesign, improved access/capacity, and relocation away from the County right of way. Staff is also aware of areas of sewer pipes with significant root intrusion, which causes problems with both potential sewer spills and stormwater infiltration. OCSD is ready to begin developing a new comprehensive Capital Improvement Program (CIP) to determine costs and prioritize the ranking of near-, mid-, and long-term sewer improvement projects within our existing system. This 2025 CIP is best performed by outside consultants who specialize in assessing wastewater systems and recommending different infrastructure rehabilitation and replacement. Once completed in 2025, the CIP will inform a 2025 sewer rate study for Board consideration since capital, operational, construction costs, and staffing needs have increased significantly over the last decade while revenues have remained stagnant.

On March 13, 2024, the OCSD Board authorized a [request for proposal](#) (Agenda item 9A) to be advertised for the preparation of the Wastewater Collections System Capital Improvement Program and Related Services. Staff worked to update and provide details for draft Requests for Proposals during the month of July and [issued the RFP on August 8, 2024](#). Several requests for information were received, and appropriate addendums were issued. A tour of the District's facilities and hot spots occurred on August 30<sup>th</sup> and proposals were due September



20, 2024. Three qualified engineering firms submitted proposals, which are available for review on the District's [Bids & Proposals website](#). The proposals were reviewed by OCSD staff and ranked independently by partners from Grover Beach, Arroyo Grande, and the South San Luis Obispo County Sanitary District. Two of the three proposals were deemed superior and further interviews were conducted on October 3<sup>rd</sup>, 2024, with the top two consultants. In the end, both teams are well equipped to provide OCSD with excellent professional services to develop the CIP.

WSC and MKN were essentially tied in terms of the panel's review of their proposals and their interviews explaining their project understanding and answering questions. Certain panel members had slight preferences for one or the other team. At the October 9, 2024 meeting, the OCSD Board of Directors voted to rank MNK & Associates as the top team.

Both top two Engineering teams bring expertise in much-needed grant funding opportunities for CIP loans and grants that the District may be competitive in seeking. Staff is interested in maximizing outside funding opportunities as well as securing final 100% design plans for some of the top-ranked during the contract negotiation phase. Since the District follows the State of California's process for Qualifications-Based Selection (QBS), the procurement process and costs were not considered in the project rankings. Therefore, the next step is to begin contract details and fee negotiations with the firm of choice. Following that process, the District has the option to enter an Engineering Services Contract with MKN & Associates or move on to the next qualified firm. Staff is therefore seeking Board direction to begin negotiations and finalize terms.

## **Other Agency Involvement**

Partner agencies assisted in reviewing, ranking, and making recommendations for consultant selection. The South San Luis Obispo County Sanitation District (SSLOCSD) is a partner agency that stands to benefit from the OCSD Sanitary Sewer CIP improvements as one of the goals of the project is to prioritize infrastructure replacement/rehabilitation, which will reduce the likelihood of sanitary sewer overflows (SSOs) as well as "Inflow and Infiltration" (I&I). Fortunately, OCSD has an excellent track record of minimal SSOs, although that can change without proper investment. One of the benefits of better sewer system integrity and reduced I&I is that less stormwater gets into the sanitary system, which, during storm events, has the potential to overburden or overwhelm treatment capacity, efficacy and biological balances needed during treatment. Therefore, direct benefits exist for our partners at the SSLOCSD.

## **Financial Considerations**

The District's FY 2024-25 budget includes \$30,000 in the Wastewater Fund for professional services. Those funds were anticipated to be used for a sewer rate study. The Wastewater Fund reserves decreased by \$87,301 between 2023 and 2024 and are anticipated to drop by another \$199,497 in the current year for maintenance and operational needs. Therefore, the Wastewater Fund reserves will decrease from \$1,323,795 to \$1,124,298 by June 2025. This is indicative of a lack of capital need evaluation and rate assessments, as well as forgone increases from ratepayers over the past decade. The District has increasingly needed to use reserves for operations.



# Oceano Community Services District

Board of Directors Meeting

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Reserves are typically used for CIP improvements and emergency needs rather than operations. Lastly, Wastewater Fund reserves are the only viable source available to fund this Capital Improvement Program and some of the near-term recommendations that come out of the CIP. If awarded at the \$283,552 level, Wastewater Fund reserves would be further reduced to \$840,746.

## Results

Identifying and evaluating the District's collection system infrastructure, including collection system pipes, a lift station, and related appurtenances, are essential for the upcoming 2025 wastewater rate study. This includes a data-driven discussion of construction costs and prioritization of needed improvements. The rate study would not be supported or justifiable without developing this CIP. Additionally, if the District does not invest the \$283,552 in this CIP at this time, it is apt to face increasing costs in the future, an increase in SSOs, further deterioration of infrastructure, and worsening sewer services for residents. Awarding the contract for professional services to a qualified consultant will ensure that a sewer CIP can be developed and completed in 2025 and will be critical to the District returning to generating new revenue for the construction of needed capital investments in our sewer infrastructure.

Attachment A: [MKN](#)

Attachment B: [WSC](#)

Attachment C: [Four Creeks](#)

Attachment D: Draft professional services contract

Attachment E: Draft resolution

**AGREEMENT FOR CONSULTANT SERVICES,**

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**THIS AGREEMENT** made and entered into on \_\_\_\_\_, 2024 by and between the Oceano Community Services District, a special district, collectively hereinafter referred to as DISTRICT and \_\_\_\_\_, hereinafter referred to as CONSULTANT.

**RECITALS**

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

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

**ARTICLE I. SCOPE OF SERVICES**

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

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

The services of the CONSULTANT are authorized by the DISTRICT.

**ARTICLE III. COMPENSATION AND PAYMENT**

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

The CONSULTANT shall invoice the DISTRICT for the District's share on a monthly basis, and the DISTRICT will pay the CONSULTANT on a monthly basis per billings from the CONSULTANT unless otherwise identified in this agreement. The CONSULTANT will submit invoices monthly or upon completion of a specified scope of service in accordance with the CONSULTANT's standard invoicing practices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Third Party Claims.** Any and all claims and demands made against the DISTRICT or its Board members, officers, employees or agents by reason of any injury to or death of or damage to any

person or entity, of any nature whatsoever, arising out of CONSULTANT's performance of services under this Agreement however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of the DISTRICT or its Board members, officers, employees or agents;

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

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

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

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

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

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

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

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



**AGREEMENT FOR CONSULTANT SERVICES,**

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**SIGNATURE PAGE**

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

**OCEANO COMMUNITY SERVICES DISTRICT**

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

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Approved as to Form:

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

\_\_\_\_\_  
Date

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## Exhibit A

**OCEANO COMMUNITY SERVICES DISTRICT**

**RESOLUTION NO. 2024 - \_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO NEGOTIATE AND AWARD THE DISTRICT SANITARY SEWER CIP ENGINEERING & RELATED SERVICES CONSULTING CONTRACT TO MNK & ASSOCIATES**

**WHEREAS**, on March 13, 2024, the Board of Directors directed District staff to issue a Request for Proposals for the Development of a Sanitary Sewer Capital Improvement Plan - Engineering & Related Services; and

**WHEREAS**, the District received responses to the Request for Proposals and, in collaboration with outside partners at the Cities of Arroyo Grande and Grover Beach and the South San Luis Obispo County Sanitation District (SSLOCS), conducted interviews with the applicants; and

**WHEREAS**, the Board of Directors authorizes a budget adjustment of \$283,552 from the wastewater reserve funds to pay for the Sanitary Sewer Capital Improvement Plan - Engineering & Related Services;

**WHEREAS**, the Board of Directors authorizes the General Manager to negotiate the final details and costs of a services contract with MKN & Associates for a total maximum contract of \$283,552, subject to District Counsel approval, and authorize the President to execute the contract.

**THEREFORE, BE IT RESOLVED THAT** the Board of Directors hereby authorizes the General Manager to negotiate and award the District Sanitary Sewer CIP Engineering & Related Services consulting contract.

**PASSED AND ADOPTED** by the Board of Directors of the Oceano Community Services District on October 15, 2024, by the following vote:

- AYES:**
- NAYES:**
- ABSENT:**
- ABSTAIN:**

\_\_\_\_\_  
President, Board of Directors of the  
Oceano Community Services District

**ATTEST:**

\_\_\_\_\_  
Board Secretary of the  
Oceano Community Services District

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert W. Schultz, District Legal Counsel



# Oceano Community Services District

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

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

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**Date:** October 16, 2024  
**To:** Board of Directors  
**From:** Peter Brown, General Manager

**Subject: Agenda Item #6(B):** Consider submitting a San Luis Obispo County Community Project Grant Application for the Community Celebration of the new Oceano Plaza and consider funding an easy up tent and banner using the existing OPARC Budget.

## Recommendation

It is recommended that the Oceano Community Services Board of Directors provide staff direction to move forward with 1 and 2:

1. Consider OPARC recommendations and finalize details to apply for the San Luis Obispo County Community Project Grant project of \$2,500 for the Community Celebration of the Oceano Plaza.
2. Authorize the purchase of a pop-up tent and banner for OPARC activities not to exceed \$500.

## Discussion

The County of San Luis Obispo has a Community Project Funds Policy guiding its event grant program. Community project grants fund one-time public projects deemed beneficial to the County of San Luis Obispo residents by the County Board of Supervisors. The County funds may be used for events of a community services district or other qualified public agency, including a County agency or department that will achieve goals that are beneficial to the County.

At the August 28<sup>th</sup> OCSB Board meeting, the Board voted 5-0 to approve the submittal of the community project grant seeking \$2,500 from County District 4 to support the grand opening of Oceano Plaza. However, the board did not have sufficient information to fill out the grant application. The Board also expressed interest in broad community input on how and when the Oceano Plaza grand opening occurs and directed that the item be brought back to the Board once sufficient planning and details were determined.

At its September 3, 2024, meeting, OPARC members discussed playing a role in helping to gather community input as to how a community grand opening event would take place, including date, time, participants, organizers, and event details. Additionally, at the September 3, 2024, meeting, OPARC made a motion requesting the Board authorize the purchase of a 10x10 foot pop-up tent for OPARC events and other expenditures related to OPARC activities, its mission, and community outreach using the existing adopted budget, not to exceed a total of \$3,000. The original OPARC budget was approximately \$19,000, and the current balance is closer to \$13,000.



# Oceano Community Services District

Board of Directors Meeting

OPARC held a special meeting on September 17, 2024, to begin discussing event options and consider recommendations to the Board on the event's details. At its September 18<sup>th</sup> meeting, the Board requested that OPARC and the event planning committee members continue work to determine detailed event recommendations for future Board consideration and for the County grant application.

At the October 1, 2024, OPARC meeting, a motion was made and supported recommending that the Board support a County grant application for the Oceano Plaza inaugural event with the following budget and details:

Proposed Budget: \$2,500 of grant funds, some in-kind staff time (about 10 hours).

Date: Saturday, November 16<sup>th</sup>, from Noon to 3 pm.

Theme: Celebrate the Community of Oceano

<b>Proposed Budget</b>	<b>\$ 2,500</b>
Sanitation - portable toilets with ADA accessibility and handwashing station	\$ 500
Sanitation - Three-stream waste, recycling, and organics collection and clean-up	\$ 500
Permitting - County of SLO	\$ 500
Food vouchers (Food for the event and local business support (Efren's, La Tapatia Market, and Sylvesters) one hundred \$5 food vouchers for attendees upon arrival	\$ 500
Entertainment - Music DJ	\$ 400
Misc.	\$ 100
<b>Event Budget Total</b>	<b>\$ 2,500</b>

Lastly, at the October 9, 2024 District Board meeting, this same item was considered. A motion was made to move forward with the grant application containing the details above, however, due to one absence and an abstention, a Board majority was not attained.

## Other Agency Involvement

The County of San Luis Obispo is the granting agency.

## Financial Considerations

Part of the costs will cover the encroachment permit requirements if the grant is awarded. Other costs could go towards event planning, implementation, and community benefits.

Attachments:

- A. County of SLO Board of Supervisors District Community Project Funds Policy
- B. Community Project Grant Application



# County of San Luis Obispo

Katcho Achadjian Government Center, RM. D430 • San Luis Obispo, California 93408 • (805) 781-5011

## COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS DISTRICT COMMUNITY PROJECT FUNDS POLICY

- 1) The purpose of community project grants is to fund one-time public projects deemed to be of benefit to the County of San Luis Obispo by the County Board of Supervisors. County funds may be used for the specific purpose of funding a particular project and/or event of a non-profit organization, city, school district, Board recognized advisory body and/or commission, community services district, or other qualified public agency including a County agency or department that will achieve a certain goal which is beneficial to the County. The County may not, however, make donations, pay for past events, past good works or "match funds" raised by a certain group because such donations are considered a gift of public funds and are specifically prohibited by state law.
- 2) Organizations must either have non-profit designation at time of grant application submission or be a public agencies such as a city, school district, Board recognized advisory body and/or commission, community services district, or County agency or department.
- 3) The project which the County is funding may actually be only part of a project currently being carried out by a group or organization. For example, community project funds may pay for 300 meals for seniors, with additional meals being provided through a different funding source. The County's project would be the 300 meals and one "service unit" would be each meal or each senior that is served.
- 4) Although the cost of insurance, salaries and equipment may be a part of the project (i.e. necessary to carry out the project ); community project grant funding should not be used solely to pay for insurance, salaries, or equipment to run the program. The project description should concentrate on the final outcome or benefit that the event or program will provide to the community and what will be achieved with the grant funding.
- 5) It is important that the project description be very specific, as it may be audited for verification that it has been carried out in accordance with the terms of the agreement with the County. Thus, for example, carrying out the "good work" of the county band is not an acceptable project. The project must be defined in terms of the number of band performances, time and dates of the performance, number of people who will benefit from the performance, cost per performance, etc. and how County residents will benefit from the project.

- 6) Each applicant must complete an application for community project funds. One (1) copy of the application, including a project/program budget, should be submitted to the Board of Supervisors. The Board of Supervisors will then review all grant applications and will authorize a specific level of contribution, if any, for the project. Once a funding level is determined, a contract specifying the terms and conditions for funding of the project will be sent to each agency or organization for signature.
- 7) Grant applications for events with specific dates must be submitted, at a minimum, 30 days in advance of the date of the event. As noted in #1 above, County funds cannot be granted for events that have already occurred. However, the Board, at its discretion, may consider, on a case by case basis, an application submitted past the 30 day deadline.
- 8) After a signed agreement is returned by the applicant, County Counsel will review and sign the agreement as to form and legal effect. Final approval and processing of the agreement will be done according to the following guidelines:
  - 1) For funding amounts of \$3,000 (per supervisor) or less:
    - a) Signature by the County Administrative Officer, or designee, on behalf of the County;
    - b) At a Board member's direction, placement of the agreement on the Board of Supervisors' agenda for approval
  - 2) For funding amounts of over \$3,000 (per supervisor):
    - a) Placement on the Board of Supervisors' agenda for Board approval.

Monies to fund the project will be issued by the Auditor-Controller following approval of the agreement by either the County Administrative Officer, (or designee), or by the Board of Supervisors.
- 9) In situations where the funds being requested are to pay a County Fee (e.g. rental of a County Park or building), the organization or agency requesting project funds must also complete the standard application. Following approval of the application and authorization of specific funding, monies will be transferred, via journal entry, to the appropriate department in accordance with County accounting procedures.
- 10) Programs or projects that receive County funds in the annual budgetary process, are not eligible to apply for district community project funds in the same fiscal year in which funds are received for the project. However, the Board, at its discretion, may consider, on a case by case basis, funding such a project from district community project funds, if an organization can demonstrate an emergency need.

APPLICATION FOR SAN LUIS OBISPO COUNTY  
COMMUNITY PROJECT GRANT APPLICATION

**Grant applications for events with specific dates must be submitted at least 30 days in advance of the date of the event. Per policy, County funds cannot be granted for events that have already occurred.**

**All questions are required to be answered. If not applicable, please indicate N/A.**

Completed application should be sent to the Board of Supervisors can be emailed to Boardofsups@co.slo.ca.us or mailed to/dropped off at 1055 Monterey Street, D430, San Luis Obispo CA 93408.

**DATE OF EVENT:** November 16, 2024

**Amount of funding requested:** \$2,500  
(A project/program budget is required to be included with the grant application.)

1. Organization Information:

Agency name: Oceano Community Services District  
Address: 1655 Front St Oceano, CA 93445  
Phone number: 805-481-6730  
Contact person: Peter Brown  
E-mail address: peter@oceanocsd.org

2. What is the mission/purpose of your organization?

The mission of OCSD's Parks and Recreation (OPARC) standing 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.

3. **Specifically** describe what County funds will be used for (in other words – what are the County funds paying for?). Describe the proposed project's goal(s) and objectives in **meaningful, measurable terms** (e.g. number of band performances, time and date of performances, number of children attending performances at no cost). Discuss the needs not met for which County funds will be used and include a description of the target population. A budget with a breakdown of expenses and income for the project is required.

See attached.



4. List all communities that will be affected by the proposed project.  
 The focus of this event is on the community of Oceano and that is where it will be promoted through posters, personal and organizational emails, and free public service advertising. Of course, anyone is welcome to attend the celebration.

5. Is your organization a first-time applicant? Yes; if not, please list total amount of community project grant funds received for the past three years:

YEAR	AMOUNT
_____	_____
_____	_____
_____	_____

6. For this project request, if applicable, please list **all funding received from County sources other than community project grant funds:**

Community Development Block Grant Funds of \$225,000 for the Water Tank Rehabilitation Project, Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant for \$274,500 for the Water Resource Reliability Program (WRRP): Projects #1-1 and #1-9, and Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant of \$600,000 for the WRRP.

7. How does the project contribute to the County’s goals of a safe, healthy, livable, prosperous and well-governed community?

For the first time in its more than 100 year history, the community of Oceano has a dedicated community gathering space in the form of a beautiful central Zocalo/Plaza in the central part of town. In many ways, this space is envisioned as part of a “safe, healthy, livable, prosperous and well governed community.”

8. Discuss the ways in which your agency works in coordination with other agencies in San Luis Obispo County and identify those "key" agencies.

See Attached.

9. Please include a copy of Articles of Incorporation for your organization, roster of Board members and Internal Revenue Service Tax Exempt Status Letter.

APPLICANT'S STATEMENT

I have reviewed the foregoing application submitted by Oceano CSD (insert name of organization here) proposing a contractual project to the County of San Luis Obispo. I understand that the contract which the County will enter into with the organization requires that the organization be responsible for any damage claims or other liabilities arising out of the performance of the contract. Applicant is able to provide proof of insurance to the County of San Luis Obispo, with the County of San Luis Obispo named as an additional insured on the policy for the project. Additionally, the applicant understands that he/she is entering into a contract with the County of San Luis Obispo for the performance of service for the County and that the County is not making a charitable gift to the applicant. I have reviewed this application on behalf of the organization named hereinabove. I am informed and believe that the applicant organization can and will carry out the project as described.

I declare under penalty of perjury that the foregoing is true and correct. Executed at, \_\_\_\_\_, California, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By (Signature): \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

cpf application 1-4-24  
community proj file



# Oceano Community Services District

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

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

**Date:** October 16, 2024

**Subject:** Application for San Luis Obispo County Community Project Grant Attachment (Questions #3 and #8)

3. These funds will be used to support and fund a community wide Grand Opening Celebration of the new Oceano Zocalo. This long awaited development, first conceived in the Oceano 2013 Revitalization Plan, is envisioned as a powerful symbol of community unity and a inclusive gathering space for public events.

A specific goal is to give voice to and provide specific experiences of celebration including bicultural speaker, music, dance, food, entertainment, and speakers. The event aspires to both set and model a tone of inclusion, mutual respect, and community solidarity around common values most all share. While the “measurability” of this goal’s achievement will only be realized over time, its creation as the starting point is critical for success.

As Corby Kilmer, Senior Landscape Architect for Caltrans, captures the hoped for function and spirit of the new Oceano Zocalo in her “save the date” ribbon cutting email to us. “Last we spoke you also indicated that your Parks group (I think?) would be willing to help with future programming of community activities and special events. As we discussed the long term success of the plaza will very much depend on keeping it an active and lively and well used space (Farmers Market, Art After Dark, music, holiday events, etc.). The SLO Arts Council has also indicated that they would be willing to help the community with that (contact Jordon Chestnut).

This event will be totally free to the community.

Proposed Budget: \$2,500 of grant funds, some in-kind staff time (about 10 hours).

Date: Saturday, November 16th, from Noon to 3 pm.

Theme: Celebrate the Community of Oceano

<b>Proposed Budget</b>	<b>\$ 2,500</b>
Sanitation - portable toilets with ADA accessibility and handwashing station	\$ 500
Sanitation - Three-stream waste, recycling, and organics collection and clean-up	\$ 500
Permitting - County of SLO	\$ 500
Food vouchers (Food for the event and local business support (Efren’s, La Tapatia Market, and Sylvesters) one hundred \$5 food vouchers for attendees upon arrival	\$ 500
Entertainment - Music DJ	\$ 400
Misc.	\$ 100
<b>Event Budget Total</b>	<b>\$ 2,500</b>



## Oceano Community Services District

Board of Directors Meeting

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8. The Oceano Community Services District, for more than 40 years, has worked with numerous key agencies in the County, State, and Nation. The new Parks and Recreation Standing Committee was created in early 2023. The committee serves an advisory function to the Board and has a membership consisting of (add names and organizations of representatives here). In its first year, OPARC has written and received two major grants for community betterment projects.

In August of 2023 OPARC/OCSD submitted a grant application to the State Parks Organization to fund field trips to local State Parks for all students at Oceano Elementary School (OES) during the 2024 school year. The grant was awarded for \$16,000. We partnered with OED and the Lucia Mar Unified School District (LMUSD) who provided field trip transportation reimbursed by the grant. In addition, the grant also paid for in the field environmental education provided by the SLO Beaver Brigade. In the first half of 2024 the project provided (include program stats for mid year report here). The State Parks organization has encouraged us to apply for additional funding for the 2025 school year which we are doing.

In May of 2023 OPARC/OCSD applied for a SLO County Community Development Block Grant from the Preventative Health Fund to build a community walking/jogging track and soccer field at OES. This recreational infrastructure project would be of tremendous benefit to the community as there is no parkland space available for such activities in the community. The funds for this project (estimated \$150,000) are being raised through money donations, grants, and in-kind donations. In this project we are partnering with LMUSD and Habitat for Humanity, with LMUSD being the lead agency. This is a win/win project for the school and community, the latter of which will have access when school is not in session (after school, weekends, holidays). In July we were awarded \$25,000 in seed money by the CDBG Preventative Health Fund.

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# Oceano Community Services District

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## ABOUT US

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[BYLAWS \(/BYLAWS-OFFICERS-OF-THE-BOARD-OF-DIRECTORS\)](/BYLAWS-OFFICERS-OF-THE-BOARD-OF-DIRECTORS)

[STAFF \(/STAFF\)](/STAFF)

[BOARD MEETINGS \(/BOARD-MEETINGS\)](/BOARD-MEETINGS)

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[OTHER GOVERNMENTAL SERVICES \(/OTHER-GOVERNMENTAL-SERVICES\)](/OTHER-GOVERNMENTAL-SERVICES)

[CALENDAR \(/CALENDAR\)](/CALENDAR)

[OCEANO PROJECTS \(/OCEANO-PROJECTS\)](/OCEANO-PROJECTS)

[PHOTO GALLERY \(/PHOTO-GALLERY\)](/PHOTO-GALLERY)

[EMPLOYMENT \(/EMPLOYMENT\)](/EMPLOYMENT)

## Board of Directors

Our district is governed by a 5-member Board of Directors who are elected to serve by the people. Public elections are held every two years and Directors serve four-year terms (for information on elections please visit the [County of San Luis Obispo Clerk-Recorder Registrar of](#)

[Voters \(https://www.slocounty.ca.gov/Departments/Clerk-Recorder/All-Services/Elections-and-Voting/Running-for-Public-Office.aspx\)](https://www.slocounty.ca.gov/Departments/Clerk-Recorder/All-Services/Elections-and-Voting/Running-for-Public-Office.aspx). Director terms are staggered to ensure continuity. Appointments to the Board are made as necessitated by a resignation or other incidental vacating of a Board seat. The Board may make an appointment to fill the vacancy, call a special election, or defer to the County subject to law.

**[Bylaws \(Offices of the Board of Directors\) \(https://ocsd.specialdistrict.org/bylaws-officers-of-the-board-of-directors\)](https://ocsd.specialdistrict.org/bylaws-officers-of-the-board-of-directors)**

[Please click here for an Interactive Division Map \(https://ndcresearch.maps.arcgis.com/apps/View/index.html?appid=f7eb0ddfe5ba4dca97510c1743c06360\)](https://ndcresearch.maps.arcgis.com/apps/View/index.html?appid=f7eb0ddfe5ba4dca97510c1743c06360)

---

## Charles Varni

**Position:** President

**Term:** Expires 2024

**Email Address:** [presidentvarni@oceanocsd.org](mailto:presidentvarni@oceanocsd.org)

READ MORE »

(/charles-varni)

---

## Beverly Joyce-Suneson

**Position:** Vice President

**Term:** Expires 2026

**Email Address:** [directorjoyce-suneson@oceanocsd.org](mailto:directorjoyce-suneson@oceanocsd.org)

READ MORE »

(/beverly-joyce-suneson)

---

## Linda Austin

**Position:** Director

**Term:** Expires 2024

**Phone:** (805) 489-5446

**Email Address:** [directoraustin@oceanocsd.org](mailto:directoraustin@oceanocsd.org)

[READ MORE »](#)

[\(/linda-austin\)](#)

---

## Shirley Gibson

**Position:** Director

**Term:** Expires 2024

**Email Address:** [directorgibson@oceanocsd.org](mailto:directorgibson@oceanocsd.org)

[READ MORE »](#)

[\(/shirley-gibson\)](#)

---

## Allene Villa

**Position:** Director

**Term:** Expires 2026

**Email Address:** [directorvilla@oceanocsd.org](mailto:directorvilla@oceanocsd.org)

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[\(/allene-villa\)](#)

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## BYLAWS (OFFICERS OF THE BOARD OF DIRECTORS)

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1655 FRONT STREET, OCEANO CA 93445

TELEPHONE (805) 481-6730



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III THE LOCAL AGENCY FORMATION COMMISSION  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Thurs DAY, May 15, 1980

PRESENT: COMMISSIONERS Reese Davies, Hans Heilmann, Howard Mankins, and  
Barney Schwartz, Chairman

ABSENT: Commissioner B'Ann Smith

RESOLUTION NO. 80-6

RESOLUTION APPROVING REORGANIZATION OF THE OCEANO AREA,  
DISSOLVING COUNTY SERVICE AREA NO. 13, OCEANO LIGHTING DISTRICT,  
OCEANO BEACH LIGHTING DISTRICT, OCEANO SANITARY DISTRICT AND  
OCEANO FIRE PROTECTION DISTRICT AND FORMING OCEANO COMMUNITY SERVICES DISTRICT

The following resolution is now offered and read:

WHEREAS, a proposal for Reorganization of the Oceano area, dissolving  
existing special districts and forming Oceano Community Services District

---

was duly filed with the San Luis Obispo County Local Agency  
Formation Commission, together with supporting documents required  
by the rules of said Commission; and

WHEREAS, said proposal has been processed pursuant to the  
provisions of the Government Code of the State of California as  
determined by the Executive Officer to the best of his knowledge;  
and

WHEREAS, at the times and in the form and manner provided  
by law, said Executive Officer has given notice of public hearing  
by this Commission upon said proposal; and

WHEREAS, said Executive Officer has reviewed said proposal  
and prepared a report, including his recommendations thereon,  
said proposal and report having been presented to and considered  
by this Commission; and

WHEREAS, the public hearing by this Commission was held  
upon the date and at the time and place specified in said Notice  
of Public Hearing and in any subsequent hearings; and

WHEREAS, at such hearing this Commission heard and received all oral and written protests, objections, and evidence which were made, presented, or filed, and all persons present were given the opportunity to hear and be heard in respect to any matter relating to said proposal and report.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the \_\_\_\_\_  
Reorganization of the Oceano area, dissolving existing special districts and  
\_\_\_\_\_ forming Oceano Community Services District  
\_\_\_\_\_

\_\_\_\_\_ of which the exterior boundaries as indicated on the map and legal description attached hereto and made a part of this Resolution, representing inhabited \_\_\_\_\_ territory, and being further identified in the files of the San Luis Obispo County Local Agency Formation Commission as file no. 4-R-80, be and the same is hereby APPROVED and designated as Reorganization of the Oceano Area, dissolving County Service Area No. 13, Oceano Lighting District, Oceano Beach Lighting District, Oceano Sanitary District and Oceano Fire Protection District and forming Oceano Community Services District by the San Luis Obispo County Local Agency Formation Commission, subject to the following conditions and terms:

1. That the new community services district, if approved by the voters, be named "Oceano Community Services District."
2. That the boundaries of Oceano CSD be established as indicated on attached Exhibit "A".
3. That zones of benefit be established upon formation, to provide fire protection service, street lighting, and drainage maintenance, as shown on attached Exhibit "C".
4. That the Oceano Community Services District be established with all of the purposes and powers authorized under Sections 61600 et. seq. of the California Government Code.
5. That the Board of Directors for the Oceano CSD number five (5).
6. That all assets and/or liabilities, including real property and facilities of Oceano Sanitary District, Oceano Lighting District, Oceano Beach Lighting District, Oceano Fire Protection District and County Service Area No. 13 and its zones be transferred to Oceano Community Services District.

7. That all existing contracts, with the exception of the contract between Oceano Sanitary District and the City of Arroyo Grande for billing, be transferred to the Oceano Community Services District.
8. That all equipment of the dissolving districts be transferred to Oceano Community Services District.
9. That all existing bonded indebtedness shall continue to be the responsibility of the taxpayers for whom it was established.
10. That all existing assessments shall continue to be the responsibility of the property owners within the assessed area, and to any areas added by the Commission.
11. That all current employees of the various dissolving special districts shall be given first right of employment by the Oceano CSD, to become employees of said District at least at their current rates of pay and with their accumulated vacation and sick leave and such other rights as provided by law.
12. That the Oceano CSD and the County of San Luis Obispo enter into a joint powers agreement to implement retention of currently employed County Service Area No. 13 personnel in the County's Pension Trust Plan.
13. That the Cities of Arroyo Grande and Grover City initiate annexation of the "stem" area located above The Pike as shown in Exhibit "D", to be commenced following voter approval of the Oceano Reorganization.
14. That if the Board of Supervisors calls for an election upon the question of reorganization, said election shall be held on November 4, 1980.
15. That, if approved by the electorate, the effective date of reorganization shall be January 1, 1981.
16. That there shall be two items on the ballot, as follows:
  - a. The question, worded thusly, "Shall the order adopted on \_\_\_\_\_, 1980, by the Board of Supervisors of the County of San Luis Obispo, ordering a reorganization dissolving Oceano Sanitary District, Oceano Highway Lighting District, Oceano Beach Highway Lighting District, Oceano Fire Protection District, County Service Area No. 13, and County Service Area No. 13, Zone A, and ordering formation of a Community Services District to be named Oceano Community Services District, under the provision of the District Reorganization Act of 1965, subject to the terms and conditions specified in said order, be confirmed?"
  - b. The Board of Directors of Oceano Community Services District shall number five (5) and shall be elected pursuant to provisions of the District Reorganization Act of 1965, on November 4, 1980.

BE IT FURTHER RESOLVED AND ORDERED that the Executive Officer of said Commission is hereby authorized and directed to mail certified copies of this resolution in the manner as provided by law.

On motion of Commissioner Mankins, seconded by Commissioner Heilmann, and on the following roll call vote, to-wit:

AYES: Commissioners Mankins, Heilmann, Davies, Schwartz

NOES: None

ABSENT: Commissioner Smith

ABSTAINING: None

the foregoing resolution is hereby adopted.

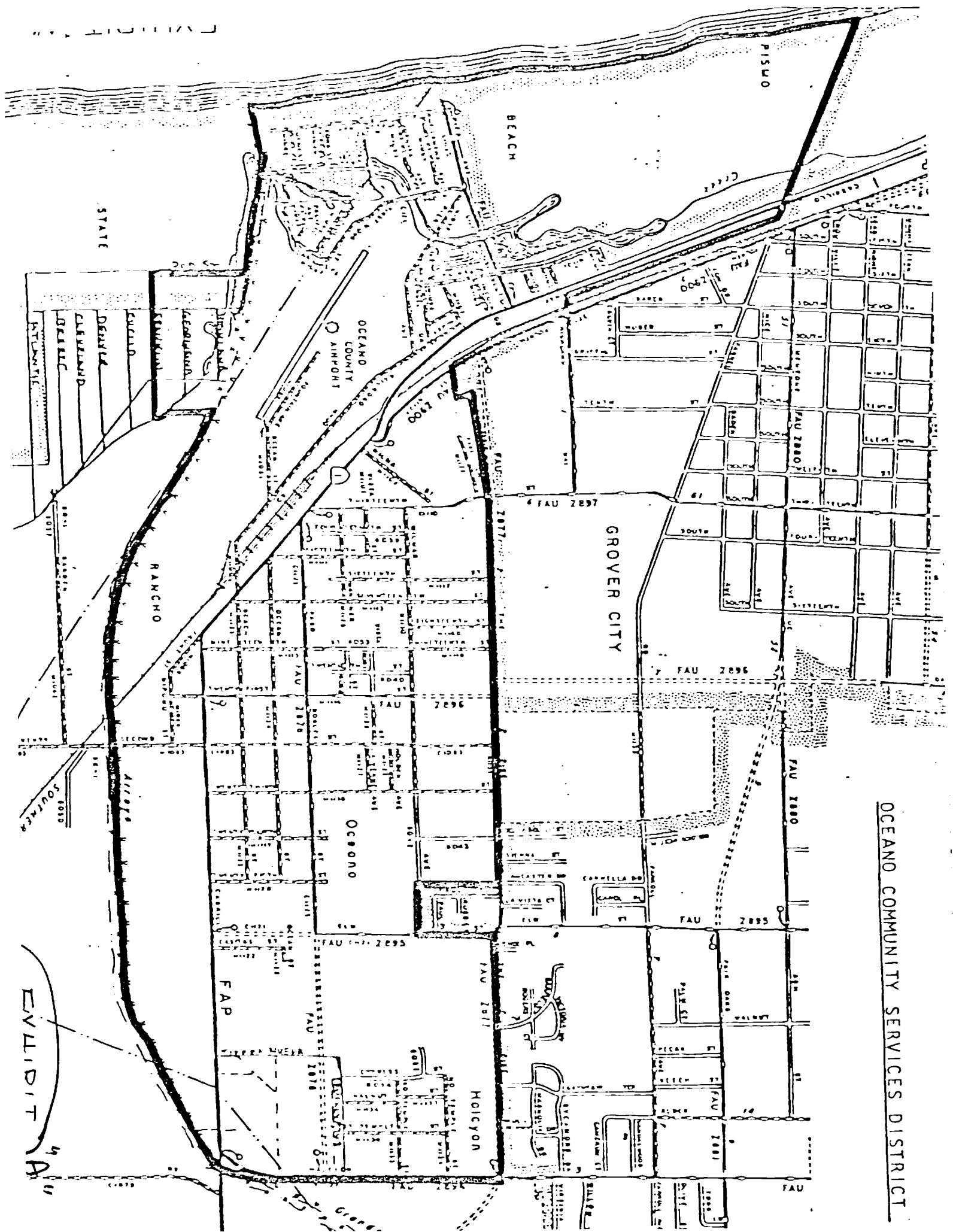
Barney Schwartz  
Chairman, Local Agency Formation Commission

Barbara W Carlson  
Deputy Executive Officer

STATE OF CALIFORNIA )  
County of San Luis Obispo ) ss

I, BARBARA W. CARLSON, Deputy Executive Officer of the Local Agency Formation Commission, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true, and correct copy of an order made by the Local Agency Formation Commission as the same appears spread upon their minute book.

Barbara W Carlson  
Deputy Executive Officer  
Local Agency Formation Commission

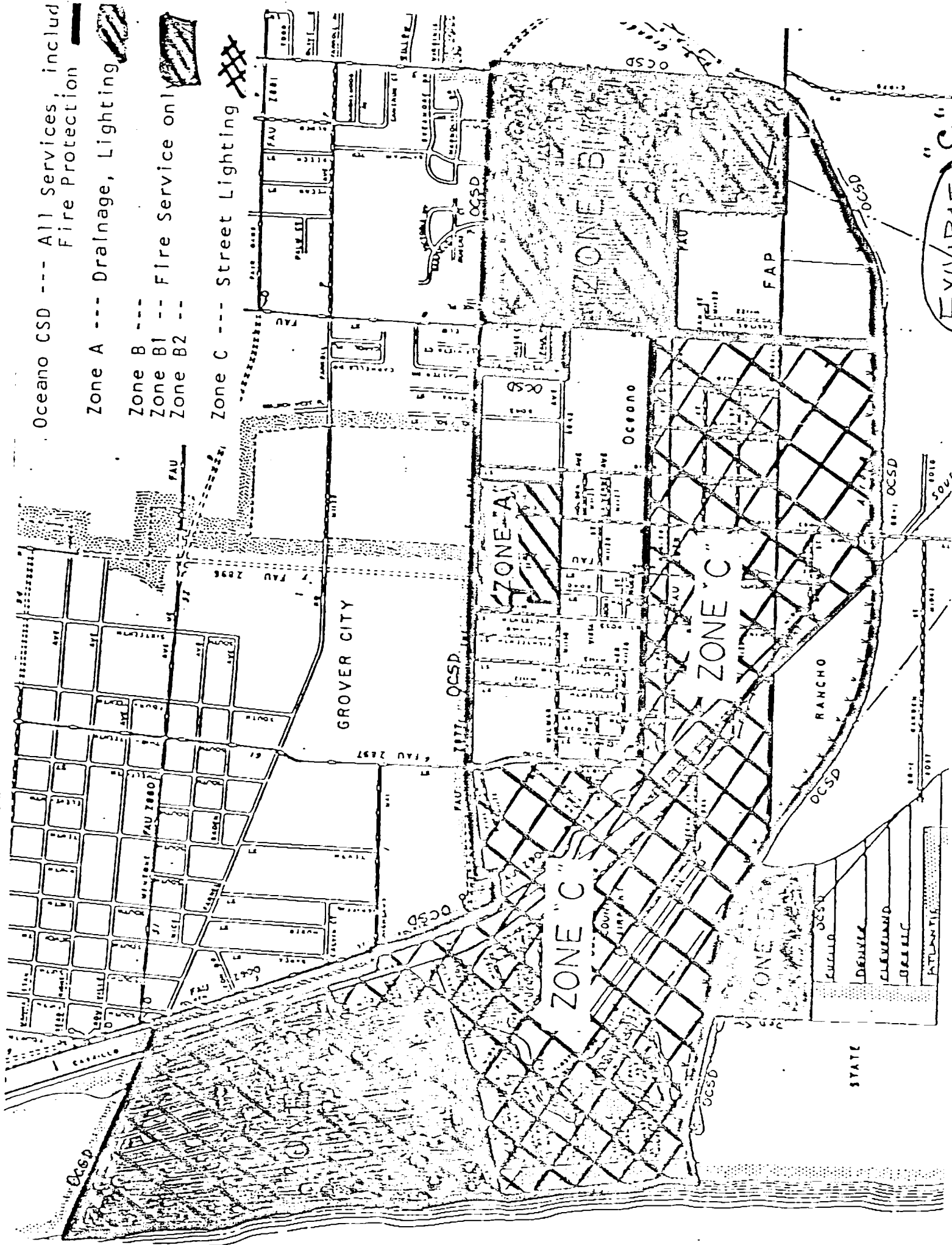


Oceano CSD --- All Services, includ  
Fire Protection

Zone A --- Drainage, Lighting

Zone B ---  
Zone B1 --- Fire Service only  
Zone B2 ---

Zone C --- Street Lighting



EVIDENCE "C"

EVIDENCE "C"

SPHERE OF INFLUENCE - THE "STEM"

Portion to annex to Arroyo Grande 

Portion to annex to Grover City 