



NOTICE OF REGULAR MEETING

OCEANO COMMUNITY SERVICES DISTRICT – BOARD OF DIRECTORS

WEDNESDAY, OCTOBER 14, 2026, AT 6:00 PM

1655 FRONT STREET, OCEANO, CA

Board meetings may be viewed remotely at slo-span.org during or after the meeting. 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.

The Oceano Community Services District encourages your active participation in the public process. 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 are subject to change. 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.

1. CALL TO ORDER

2. ROLL CALL

3. FLAG SALUTE

4. BOARD ITEMS:

A. Administer Oath of Office – Division 3: Jonathan Dial

5. AGENDA REVIEW

6. PUBLIC COMMENT FOR ITEMS 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.

7. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS

- i. Sheriff's South Station – Commander John McDaniel
- ii. FCFA Operations – Fire Chief Scott Hallett
- iii. OCSD Operations – Utilities Systems Manager Tony Marraccino
- iv. OCSD Administration – Interim General Manager Will Clemens

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. Board President Shirley Gibson (Zone 3 and RWQCB)
- ii. Vice President Kim Rose (RWMG, State Water Contractors, and Airport Land Use)
- iii. Director Linda Austin (SSLOCS, OCIP, and Zone 1/1A)
- iv. Director Allene Villa (WRAC and OPARC)

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, Public comment is limited to three (3) minutes.

8. CONSENT AGENDA ITEMS:

Consent Items are considered routine and may be approved by one motion. Any member of the Board or staff may request that an item be removed from the Consent Calendar. If an item is pulled, the President of the Board may consider hearing the item separately from the rest of the consent items. Members of the public wishing to speak on consent items may do so when recognized by the Presiding Officer.

- | | |
|---------|---|
| Page 4 | A. Action: Review and Approve the Minutes for the Regular Board Meeting held on September 9, 2026 |
| Page 7 | B. Action: Review and Approve the Minutes for the Special Board Meeting held on September 18, 2026 |
| Page 8 | C. Action: Review and Approve the Minutes for the Special Board Meeting held on September 21, 2026 |
| Page 9 | D. Action: Review and Approve the Minutes for the Special Board Meeting held on October 8, 2026 |
| Page 10 | E. Information: Cash Disbursements |
| Page 32 | F. Action: Review and approve a Memorandum of Understanding between the County of San Luis Obispo and the District regarding the Emergency Backup Generator for the Oceano Sheriff's Sub-Station |

9. BUSINESS ITEMS:

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- A. Action: Consideration of recommendations to award the construction contract for the CIPs A-3, A-4 & A-7 Sewer System Project (Project #2026-02) to Souza Construction as the lowest responsible and responsive bid and approve a contract with Ardurra of \$38,148 for Construction Management Services of the project.

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- B. Action: Adopt a resolution recommending Daniel Contreras to fill the Division 2 seat on the Board of Directors

10. HEARING ITEMS:

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- A. Action: Adoption of an Ordinance Amending District Code 12 – Solid Waste

11. RECEIVED WRITTEN COMMUNICATIONS:

12. FUTURE AGENDA ITEMS:

13. 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 – Regular Board Meeting

Wednesday, September 9, 2026, 6:00 P.M.
OCSD BOARD ROOM

1. **CALL TO ORDER:** The meeting was called to order at approximately 6:05 PM by President Gibson
2. **ROLL CALL:** Board members present: Director Austin, Director Villa, Vice President Rose and President Gibson.
Staff present: Will Clemens, Interim General Manager, Carey Casciola, Business & Accounting Manager, and Rob Schultz, Interim Legal Counsel
3. **FLAG SALUTE:** Led by President Gibson
4. **AGENDA REVIEW:** Agenda accepted as presented
5. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA:** None
6. **SPECIAL PRESENTATIONS & REPORTS**
 - A. **STAFF REPORTS:**
 - i. **Sheriff's South Station** – Sergeant Bird – Report given after Business Items.
 - ii. **Five Cities Fire Authority** – Chief Hallett – Absent
 - iii. **Operations** – Utility Systems Manager, Tony Marraccino
Lopez 80.3 % / 39,715 AF
Lopez 25.23 AF / Total Lopez 171.54 AF
State 30 AF / Total State 234.06 AF
Pumped 3.96 AF / Total pump 18.95 AF
0 SSOs for Aug 2026
1st of the month equipment and alarm function checks
Daily rounds / weekly & monthly samples
7 work orders / 22 USAs / 8 Customer Service Calls / 3 After Hours Call Outs
Sewer cleaning of the collection system
Valve turning the water valves in the system
Continuing to replace water meters
Lock offs for non-payment
Weed abatement at Well 8
Responded to a call out for a District light pole on Hwy 1 that was hit
Well 8 ammonia tank is in and will be doing a startup with the manufacturer next week
Service line break at 2300 Cienaga replaced service line backfilled with slurry and paved
Replaced an Air-Vac and container on Laura Ln
Line break at the time shares on Pier Ave. on customer side
replaced a gate valve that feeds the storage tanks at the yard
Prepped and painted all the piping at the booster station in the yard
Field staff attended a free training class about the Safe Drinking Water Act
Still picking up trash - three Ready 311 tickets
 - iv. **General Manager Report** – Will Clemens, Interim General Manager
Zone 3 TAG Meeting to discuss El Nino – modeling after rains in 2023 and expecting spillage at Lopez Dam as the lake is currently at 80% full. Walls added to levy; flood easement is now in place; road crews are cleaning storm drains and preparing as best they can for a wet winter. OCSD will be spacing out our use of Lopez water to not lose out on any deliveries during spills that does not count against entitlement.
Met with City Managers for Flood Zone 3 and the County of SLO to discuss issues related to Lopez litigation.
Met with South County Sanitation to discuss coordination of public outreach and education information and operational issues.

Met with County Administrative staff to discuss property related issues for two properties.
We are expecting a \$1 million allocation for water CIPs in the State Budget.

B. BOARD OF DIRECTORS AND OUTSIDE COMMITTEE REPORTS:

- i. **President Gibson** (Zone 3 and RWQCB) – No reports.
- ii. **Vice President Rose** (RWMG, State Water Contractors, and Airport Land Use) – No reports.
Will be attending the CSDA Leadership Academy next week.
- iii. **Director Austin** (SSLOCSD and Zone 1/1A) – Reported on the 9/2/2026 SSLOCSD.
- iv. **Director Villa** (WRAC and Finance & Budget Committee) – No reports.

C. PUBLIC COMMENT ON SPECIAL PRESENTATIONS AND REPORTS: None

7. CONSENT AGENDA:	ACTION:
A. Action: Review and Approve the Minutes for the Special Board Meeting held on August 12, 2026 B. Action: Review and Approve the Minutes for the Regular Board Meeting held on August 12, 2026 C. Information: Cash Disbursements D. Action: Adoption of the Notice of Completion (NOC) for the Airpark Dr and Railroad St. Valve Replacement Project (Contract No. 2026-01) and an increase for paving of \$11,250 for a total project cost of \$97,864. E. Action: Approve a Utility Relocation Agreement with the County of San Luis Obispo in conjunction with the County's Oceano Elementary Pedestrian Improvement Project F. Action: Approve canceling the District's Board Meeting on Wednesday, November 11, 2026, Veterans Day	After an opportunity for public comment and Board and staff discussion, Director Austin moved to approve the consent agenda items, seconded by Vice President Rose; the motion carried on a 4-0 roll call vote. Public Comment: Jonathan Dial – Provided general information about his candidacy.

8A. BUSINESS ITEMS:	ACTION:
Action: Adoption of Plans and Specifications and Authorization of Advertisement for Construction Bids for CIPs A-3, A-4 and A-7 Sewer System Upgrades Project and to file a Notice of Exemption pursuant to the California Environmental Quality Act with the San Luis Obispo County Recorder	After an opportunity for public comment and Board and staff discussion, Director Villa moved to approve staff recommendations, seconded by Director Austin; the motion carried on a 4-0 roll call vote. Public Comment: None

8B. BUSINESS ITEMS:	ACTION:
Action: Introduction of an Ordinance Amending District Code 12 – Solid Waste	After an opportunity for public comment and Board and staff discussion, Director Austin moved to Introduce an Ordinance Amending District Code 12 – Solid Waste, seconded by President Gibson; the motion carried on a 4-0 roll call vote. Public Comment: None

8C. BUSINESS ITEMS:	ACTION:
Action: Consideration of whether to fill the vacancy of Division 3 on the Board of Directors by appointment until the person elected in the November 2026 election has been qualified.	After an opportunity for public comment and Board and staff discussion, Director Austin moved to appoint an applicant at the September 18, 2026, meeting, seconded by Vice President Rose; the motion carried on a 4-0 roll call vote. Public Comment: None

The Board returned to Item 6Ai:

A. STAFF REPORTS:

I. Sheriff's South Station – Sergeant Bird

August 2026 Stats for Oceano

320 Calls for Service / 2025 had 346 Calls for Service

4 assault & battery (2 were domestic violence) / 32 disturbance calls / 1 residential burglary / 3 theft calls (1 grand theft and 2 petty theft) / 1 vandalism call / 0 mail thefts / 53 assist other agencies / 10 suspicious circumstances (7 were suspicious subjects and 1 was a suspicious vehicle) / 41 traffic stops resulting in 22 arrests with warrants and citations included.

9A. HEARING ITEMS:	ACTION:
Action: Review and approve a resolution adopting Subsequent Initial Study and Mitigated Negative Declaration (IS-MND), approve the Ken-Mar Gardens, Halcyon Water System, Halcyon Estates, and Grande Mobile Manor Consolidation Project and approve a budget adjustment of \$9,427,000 grant funds from the CA State Water Resource Control Board to fund the project.	After a presentation by Eileen Shields, Project Manager with Ardurra, an opportunity for public comment and Board and staff discussion, Director Austin moved to approve staff recommendations, seconded by Director Villa; the motion carried on a 4-0 roll call vote. Public Comment: None

10. RECEIVED WRITTEN COMMUNICATIONS: None

11. FUTURE AGENDA ITEMS: None

12. CLOSED SESSION: None

13. ADJOURNMENT: President Gibson adjourned the meeting at approximately 7:00 PM



Oceano Community Services District

Summary Minutes – Special Board Meeting

Wednesday, September 18, 2026, 9:00 AM

OCSD BOARD ROOM

1. **CALL TO ORDER:** The meeting was called to order at approximately 9:05am by President Gibson
2. **ROLL CALL:** Board members present: Director Villa, Director Austin, Vice President Rose and President Gibson
Staff present: Carey Casciola, Business & Accounting Manager, Will Clemens, Interim General Manager and Robert Schultz, Interim Legal Counsel.
3. **FLAG SALUTE:** Led by President Gibson.
4. **AGENDA REVIEW:** Agenda accepted as presented.
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None
6. **BUSINESS ITEM:**

6A. BUSINESS ITEMS:	ACTION:
Appointment to fill the vacancy of Division 3 on the Board of Directors	After an opportunity for public comment and Board and staff discussion, President Gibson moved to appoint Jonathan Dial as Director in Division 3, seconded by Director Austin; the motion carried on a 4-0 roll call vote. Public Comment: None

7. **CLOSED SESSION:**
 - A. **PUBLIC EMPLOYMENT** pursuant to Gov. Code Sec. 54957(b)(1): – Appointment, Employment of General Manager.

President Gibson moved the Board into closed session at 9:12am.

The Board recessed from 12:10PM – 12:35PM.

Interim District Counsel announced there was no reportable action taken under the Brown Act
8. **ADJOURNMENT:** President Gibson adjourned the meeting at 4PM.



Oceano Community Services District

Summary Minutes – Special Board Meeting

Monday, September 21, 2026, 8:30 AM

OCSD BOARD ROOM

1. **CALL TO ORDER:** The meeting was called to order at approximately 8:45am by President Gibson
2. **ROLL CALL:** Board members present: Director Villa, Director Austin, Vice President Rose and President Gibson
Staff present: Carey Casciola, Business & Accounting Manager and Robert Schultz, Interim Legal Counsel.
3. **FLAG SALUTE:** Led by President Gibson.
4. **AGENDA REVIEW:** Agenda accepted as presented.
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None
6. **CLOSED SESSION:**
 - A. **PUBLIC EMPLOYMENT** pursuant to Gov. Code Sec. 54957(b)(1): – Appointment, Employment of General Manager.

President Gibson moved the Board into closed session at 8:47am.

Interim District Counsel announced there was no reportable action taken under the Brown Act

7. **ADJOURNMENT:** President Gibson adjourned the meeting at 9:10am.



Oceano Community Services District

Summary Minutes – Special Board Meeting

Thursday, October 8, 2026, 10:00 AM

OCSD BOARD ROOM

1. **CALL TO ORDER:** The meeting was called to order at approximately 10:12am by President Gibson
2. **ROLL CALL:** Board members present: Director Villa, Director Austin, Vice President Rose and President Gibson
Staff present: Carey Casciola, Business & Accounting Manager and Robert Schultz, Interim Legal Counsel.
3. **FLAG SALUTE:** Led by President Gibson.
4. **AGENDA REVIEW:** Agenda accepted as presented.
5. **PUBLIC COMMENT FOR ITEMS ON THE AGENDA:** None
6. **CLOSED SESSION:**
 - A. **PUBLIC EMPLOYMENT** pursuant to Gov. Code Sec. 54957(b)(1): – Appointment, Employment of General Manager.

President Gibson moved the Board into closed session at 10:15am.

Interim District Counsel announced there was no reportable action taken under the Brown Act

7. **ADJOURNMENT:** President Gibson adjourned the meeting at 11:50am.



Oceano Community Services District

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

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

Date: October 14, 2026
To: Board of Directors
From: Carey Casciola, Business and Accounting Manager
Subject: Agenda Item #8(E): Recommendation to Review Cash Disbursements

Recommendation

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

Discussion

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

Description	Check Sequence	Amounts
Disbursements:	62458 - 62521	
Regular Payable Register - paid 09/03/2026	62458 - 62467	\$ 133,694.24
Regular Payable Register - paid 10/02/2026	62487 - 62514	\$ 51,524.88
Reimbursement Agreements, Refund Due (9) - paid 09/09/2026	62478 - 62486	\$ 5,711.25
Subtotal:		\$ 190,930.37
Reoccurring Payments for Board Review (authorized by Resolution 2020-06):		
Payroll Disbursements - PPE 09/05/2026	N/A	\$ 30,153.50
Payroll Disbursements - PPE 09/19/2026	N/A	\$ 29,173.66
Payroll Disbursements - PPE 10/03/2026		\$ 31,196.81
Board Member Stipends - 09/30/2026	N/A	\$ 968.85
Five Star Bank Mastercard Online Payment - paid 09/03/2026	N/A	\$ 609.47
Reoccurring Utility Disbursements - paid 09/03/2026	62468 - 62472	\$ 7,438.89
Reoccurring Health Disbursements - paid 09/09/2026	62473 - 62477	\$ 4,713.89
Reoccurring Utility Disbursements - paid 10/02/2026	62515 - 62521	\$ 9,126.76
Subtotal:		\$ 113,381.83
Grand Total:		\$ 304,312.20

Other Agency Involvement

N/A

Other Financial Considerations

Amounts are within the authorized Fund level budgets.

SAN LUIS OBISPO COUNTY FIRE, \$10,008.00, OFFICE LEASE - OCTOBER 2026

JOHN MADONNA CONSTRUCTION, \$97,864.19, VALVE REPLACEMENT PROJECT 2026-01

NIGRO & NIGRO PC, \$12,000, FY 2026 AUDIT

ROBERT SCHULTZ, \$15,307.50, LEGAL SERVICES APRIL-JUNE 2026

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.

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0147	I-9577684	DIVERSIFIED PROJECT SERVICES I	R	9/03/2026		062458		
	02 5-4400-226	ENGINEERING & OTHER REIMBURS	DIVERSIFIED PROJECT	4,775.00				4,775.00
0159	I-U2616030593	ICONIX WATERWORKS (US) INC.	R	9/03/2026		062459		
	02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	ICONIX WATERWORKS (U	715.90				
	I-U2616031351	ICONIX WATERWORKS (US) INC.	R	9/03/2026		062459		
	02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	ICONIX WATERWORKS (U	1,136.85				1,852.75
0169	I-424900	JUSTIFACTS CREDENTIAL VERIFICA	R	9/03/2026		062460		
	01 5-4100-283	JOB ADVERTISING EXPENSE	JUSTIFACTS CREDENTIA	104.43				104.43
0314	I-11572	BRENT SARKISON DBA CALTEC COMP	R	9/03/2026		062461		
	01 5-4100-221	INFORMATION TECHNOLOGY	BRENT SARKISON DBA C	480.00				480.00
0415	I-1655FRONT OCT 2026	SAN LUIS OBISPO COUNTY FIRE	R	9/03/2026		062462		
	01 5-4100-202	OFFICE LEASE	SAN LUIS OBISPO COUN	10,008.00				10,008.00
0435	I-1	JOHN MADONNA CONSTRUCTION CO.,	R	9/03/2026		062463		
	02 5-4400-448	WRRP PROJECTS	JOHN MADONNA CONSTRU	97,864.19				97,864.19
1032	I-2026-82	CITY OF ARROYO GRANDE	R	9/03/2026		062464		
	02 5-4400-297	PASS-THRU: CREST/CHRISTIE/AG	CANYON CREST-0100100	3,517.83				
	02 5-4400-297	PASS-THRU: CREST/CHRISTIE/AG	CHRISTIE FAMILY - 01	281.86				
	02 5-4400-297	PASS-THRU: CREST/CHRISTIE/AG	GRANDE MOBILE MANOR-	515.10				
	02 5-4400-297	PASS-THRU: CREST/CHRISTIE/AG	HALCYON ESTATES- 010	402.99				4,717.78
1292	I-593620	MINER'S ACE HARDWARE, INC.	R	9/03/2026		062465		
	02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	MINER'S ACE HARDWARE	70.15				
	I-593632	MINER'S ACE HARDWARE, INC.	R	9/03/2026		062465		
	02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	MINER'S ACE HARDWARE	273.50				343.65
1814	I-13110-OCSD	WATER SYSTEMS CONSULTING, INC.	R	9/03/2026		062466		
	02 5-4400-380	NCMA TEC	WATER SYSTEMS CONSUL	1,548.44				1,548.44

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1861	NIGRO & NIGRO PC							
I-24536	NIGRO & NIGRO PC	R	9/03/2026			062467		
01 5-4100-218	AUDIT	NIGRO & NIGRO PC		12,000.00				12,000.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	10	133,694.24	0.00	133,694.24
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	
TOTAL ERRORS:	0			

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
01 5-4100-202	OFFICE LEASE	10,008.00
01 5-4100-218	AUDIT	12,000.00
01 5-4100-221	INFORMATION TECHNOLOGY	480.00
01 5-4100-283	JOB ADVERTISING EXPENSE	104.43
	*** FUND TOTAL ***	22,592.43
02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	2,196.40
02 5-4400-226	ENGINEERING & OTHER REIMBURS	4,775.00
02 5-4400-297	PASS-THRU: CREST/CHRISTIE/AG	4,717.78
02 5-4400-380	NCMA TEC	1,548.44
02 5-4400-448	WRRP PROJECTS	97,864.19
	*** FUND TOTAL ***	111,101.81

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			10	133,694.24	0.00	133,694.24
BANK: AP	TOTALS:		10	133,694.24	0.00	133,694.24
REPORT TOTALS:			10	133,694.24	0.00	133,694.24

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0404	I-12687 06 5-4900-220	JULIAN MORA, DBA 2M WASTE SOLU JULIAN MORA, DBA 2M WASTE SOLU PROFESSIONAL SERV	R 10/02/2026 JULIAN MORA, DBA 2M	722.50		062487		722.50
0071	I-INV-0550 02 5-4400-170	AUTOSYS, INC. AUTOSYS, INC. MAINTENANCE: EQUIPMENT	R 10/02/2026 AUTOSYS, INC.	615.00		062488		615.00
0153	I-54928 01 5-4100-260 01 5-4100-210	BURDINE PRINTING BURDINE PRINTING ELECTION EXPENSES POSTAGE	R 10/02/2026 BURDINE PRINTING BURDINE PRINTING	711.58 383.47		062489		1,095.05
0253	I-202609182615 02 5-4400-230	CASCIOLA, CAREY CASCIOLA, CAREY LEGAL NOTICES	R 10/02/2026 CASCIOLA, CAREY	189.49		062490		189.49
1032	I-2027-01 02 5-4400-297 02 5-4400-297 02 5-4400-297 02 5-4400-297	CITY OF ARROYO GRANDE CITY OF ARROYO GRANDE PASS-THRU: CREST/CHRISTIE/AG PASS-THRU: CREST/CHRISTIE/AG PASS-THRU: CREST/CHRISTIE/AG PASS-THRU: CREST/CHRISTIE/AG	R 10/02/2026 CANYON CREST-0100100 CHRISTIE FAMILY - 01 GRANDE MOBILE MANOR- HALCYON ESTATES- 010	4,138.98 290.95 596.91 457.53		062491		5,484.37
0311	I-378091 01 5-4100-248	CIVICPLUS, LLC CIVICPLUS, LLC PERMITS, FEES LICENSES	R 10/02/2026 CIVICPLUS, LLC	6,720.00		062492		6,720.00
1094	I-1026422 02 5-4400-220	CLINICAL LAB OF SAN BERNARDINO CLINICAL LAB OF SAN BERNARDINO PROFESSIONAL/SPECIAL SERVICES	R 10/02/2026 CLINICAL LAB OF SAN	600.00		062493		600.00
0121	I-6721 02 5-4400-180	CRWA CRWA MEMBERSHIPS	R 10/02/2026 CRWA	1,504.00		062494		1,504.00
0299	I-S100190257.001 02 5-4400-170	FAMCON PIPE & SUPPLY, INC. FAMCON PIPE & SUPPLY, INC. MAINTENANCE: EQUIPMENT	R 10/02/2026 FAMCON PIPE & SUPPLY	37.54		062495		37.54
0263	I-0672.012-10-C 02 5-4400-380 I-0672.012-11 02 5-4400-380	GROUNDWATER SOLUTIONS INC, DBA GROUNDWATER SOLUTIONS INC, DBA NCMA TEC GROUNDWATER SOLUTIONS INC, DBA NCMA TEC	R 10/02/2026 GROUNDWATER SOLUTION R 10/02/2026 GROUNDWATER SOLUTION	30.00 1,230.69		062496 062496		1,260.69

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0156	I-26826 12 5-4350-171	HEACOCK TRAILERS & TRUCK ACCES HEACOCK TRAILERS & TRUCK ACCES MAINTENANCE: VEHICLES	R 10/02/2026	150.00		062497		150.00
0159	I-U2616033754 02 5-4400-163	ICONIX WATERWORKS (US) INC. ICONIX WATERWORKS (US) INC. MAINT: STRUCTURES/IMPRVS	R 10/02/2026	157.09		062498		157.09
1136	I-495275 12 5-4350-172	J.B. DEWAR, INC. J.B. DEWAR, INC. FUEL	R 10/02/2026	643.90		062499		643.90
0397	I-50269982 02 5-4400-164	MARTIN MARIETTA MATERIALS, INC MARTIN MARIETTA MATERIALS, INC Paving	R 10/02/2026	136.82		062500		136.82
0366	I-2037 10 5-4300-163	MICHAEL A DAVIS, DBA MICHAEL D MICHAEL A DAVIS, DBA MICHAEL D MAINT: STRUC/IMPROV	R 10/02/2026	2,820.00		062501		2,820.00
1288	I-406015 02 5-4400-163 I-406210 02 5-4400-163	PREMIER SUPPLY LLC, DBA MIER B PREMIER SUPPLY LLC, DBA MIER B MAINT: STRUCTURES/IMPRVS PREMIER SUPPLY LLC, DBA MIER B MAINT: STRUCTURES/IMPRVS	R 10/02/2026	152.25 184.44		062502 062502		336.69
1292	I-594039 01 5-4100-200 I-594070 02 5-4400-175 03 5-4500-175 I-594440 02 5-4400-175 02 5-4400-170 I-594762 02 5-4400-175 I-K95065 02 5-4400-175	MINER'S ACE HARDWARE, INC. MINER'S ACE HARDWARE, INC. OFFICE EXPENSE MINER'S ACE HARDWARE, INC. SYSTEM PARTS/OPERATING SUPP SYSTEM PARTS/OPERATING SUPP. MINER'S ACE HARDWARE, INC. SYSTEM PARTS/OPERATING SUPP MAINTENANCE: EQUIPMENT MINER'S ACE HARDWARE, INC. SYSTEM PARTS/OPERATING SUPP MINER'S ACE HARDWARE, INC. SYSTEM PARTS/OPERATING SUPP MINER'S ACE HARDWARE, INC.	R 10/02/2026	35.88 3.80 3.80 19.80 184.86 108.64 192.26		062503 062503 062503 062503		549.04
0399	I-3831 02 5-4400-449 I-3904 03 5-4500-448	MICHAEL K. NUNLEY & ASSOCIATES MICHAEL K. NUNLEY & ASSOCIATES HALCYON/KEN MAR CONSOLIDATION MICHAEL K. NUNLEY & ASSOCIATES CIP - WASTEWATER	R 10/02/2026	4,561.50 2,899.00		062504 062504		7,460.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0226	MR. BACKFLOW							
I-92665	MR. BACKFLOW	R	10/02/2026			062505		
10 5-4300-163	MAINT: STRUC/IMPROV	MR. BACKFLOW		340.00				340.00
0370	OPTIMIZED INVESTMENT PARTNERS,							
I-1794	OPTIMIZED INVESTMENT PARTNERS,	R	10/02/2026			062506		
01 5-4100-220	PROFESSIONAL SERVICES	OPTIMIZED INVESTMENT		496.38				496.38
1360	QUILL CORPORATION							
I-50111522	QUILL CORPORATION	R	10/02/2026			062507		
01 5-4100-200	OFFICE EXPENSE	QUILL CORPORATION		29.16				
I-50148090	QUILL CORPORATION	R	10/02/2026			062507		
01 5-4100-200	OFFICE EXPENSE	QUILL CORPORATION		24.12				53.28
0016	R&R ROLL-OFF LLC							
I-67891	R&R ROLL-OFF LLC	R	10/02/2026			062508		
06 5-4900-220	PROFESSIONAL SERV	R&R ROLL-OFF LLC		898.21				898.21
0388	ROBERT SCHULTZ							
I-26002	ROBERT SCHULTZ	R	10/02/2026			062509		
01 5-4100-223	LEGAL SERVICES	ROBERT SCHULTZ		15,307.50				15,307.50
1432	SLO CO TAX COLLECTOR							
I-1425 19TH 2026-27	SLO CO TAX COLLECTOR	R	10/02/2026			062510		
01 5-4100-290	UTILITIES	SLO CO TAX COLLECTO		165.20				
I-1687 FRONT 2026-27	SLO CO TAX COLLECTOR	R	10/02/2026			062510		
01 5-4100-290	UTILITIES	SLO CO TAX COLLECTO		165.20				330.40
1492	STAPLES, INC. DBA STAPLES BUSI							
I-6063843779	STAPLES, INC. DBA STAPLES BUSI	R	10/02/2026			062511		
02 5-4400-200	OFFICE EXPENSE	STAPLES, INC. DBA ST		353.86				353.86
0093	HD SUPPLY, INC. DBA USABBLUEBOO							
I-INV01153842	HD SUPPLY, INC. DBA USABBLUEBOO	R	10/02/2026			062512		
02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	HD SUPPLY, INC. DBA		85.36				
I-INV01157455	HD SUPPLY, INC. DBA USABBLUEBOO	R	10/02/2026			062512		
02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	HD SUPPLY, INC. DBA		26.92				112.28
1814	WATER SYSTEMS CONSULTING, INC.							
I-13159-OCSD	WATER SYSTEMS CONSULTING, INC.	R	10/02/2026			062513		
02 5-4400-380	NCMA TEC	WATER SYSTEMS CONSUL		1,144.29				1,144.29
0259	ZENITH INSURANCE COMPANY							
I-SR137727206005	ZENITH INSURANCE COMPANY	R	10/02/2026			062514		
01 5-4100-075	COMPENSATION INSURANCE	ZENITH INSURANCE COM		2,006.00				2,006.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO			INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
REGULAR CHECKS:	28			51,524.88		0.00		51,524.88
HAND CHECKS:	0			0.00		0.00		0.00
DRAFTS:	0			0.00		0.00		0.00
EFT:	0			0.00		0.00		0.00
NON CHECKS:	0			0.00		0.00		0.00
VOID CHECKS:	0	VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00		0.00		

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
01 5-4100-075	COMPENSATION INSURANCE	2,006.00
01 5-4100-200	OFFICE EXPENSE	89.16
01 5-4100-210	POSTAGE	383.47
01 5-4100-220	PROFESSIONAL SERVICES	496.38
01 5-4100-223	LEGAL SERVICES	15,307.50
01 5-4100-248	PERMITS, FEES LICENSES	6,720.00
01 5-4100-260	ELECTION EXPENSES	711.58
01 5-4100-290	UTILITIES	330.40
	*** FUND TOTAL ***	26,044.49
02 5-4400-163	MAINT: STRUCTURES/IMPRVS	493.78
02 5-4400-164	Paving	136.82
02 5-4400-170	MAINTENANCE: EQUIPMENT	837.40
02 5-4400-175	SYSTEM PARTS/OPERATING SUPP	436.78
02 5-4400-180	MEMBERSHIPS	1,504.00
02 5-4400-200	OFFICE EXPENSE	353.86
02 5-4400-220	PROFESSIONAL/SPECIAL SERVICES	600.00
02 5-4400-230	LEGAL NOTICES	189.49
02 5-4400-297	PASS-THRU: CREST/CHRISTIE/AG	5,484.37
02 5-4400-380	NCMA TEC	2,404.98
02 5-4400-449	HALCYON/KEN MAR CONSOLIDATION	4,561.50
	*** FUND TOTAL ***	17,002.98
03 5-4500-175	SYSTEM PARTS/OPERATING SUPP.	3.80
03 5-4500-448	CIP - WASTEWATER	2,899.00
	*** FUND TOTAL ***	2,902.80
06 5-4900-220	PROFESSIONAL SERV	1,620.71
	*** FUND TOTAL ***	1,620.71

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT

10 5-4300-163	MAINT: STRUC/IMPROV	3,160.00
	*** FUND TOTAL ***	3,160.00
12 5-4350-171	MAINTENANCE: VEHICLES	150.00
12 5-4350-172	FUEL	643.90
	*** FUND TOTAL ***	793.90

			NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	28	51,524.88	0.00	51,524.88
BANK: AP			TOTALS:	28	51,524.88	0.00
REPORT TOTALS:			28	51,524.88	0.00	51,524.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	I-PROJECT 6628 02 2-2200-001	JENNIFER TAJON JENNIFER TAJON: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 JENNIFER TAJON:	597.50		062478		597.50
1	I-PROJECT 6641 02 2-2200-001	DOROTHY GODFREY DOROTHY GODFREY: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 DOROTHY GODFREY:	205.00		062479		205.00
1	I-PROJECT 6649 02 2-2200-001	JOSEPH LOUNSBURY JOSEPH LOUNSBURY: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 JOSEPH LOUNSBURY:	443.75		062480		443.75
1	I-PROJECT 6653 02 2-2200-001	PAIGE WRIGHT PAIGE WRIGHT: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 PAIGE WRIGHT:	455.00		062481		455.00
1	I-PROJECT 6654 02 2-2200-001	JC CANDLES LLC JC CANDLES LLC: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 JONATHAN DIAL:	390.00		062482		390.00
1	I-PROJECT 6666 02 2-2200-001	CHAD TANNER CHAD TANNER: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 CHAD TANNER:	327.50		062483		327.50
1	I-PROJECT 6667 02 2-2200-001	ANTONINO MANGIONE ANTONINO MANGIONE: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 ONE TIME VENDOR	322.50		062484		322.50
1	I-PROJECT 6686 02 2-2200-001	SAIZ CONSTRUCTION SAIZ CONSTRUCTION: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 SAIZ CONSTRUCTION:	1,500.00		062485		1,500.00
1	I-VR-2026-07 02 2-2200-001	BRIAN MACFARLAND BRIAN MACFARLAND: DEPOSITS FROM DEVELOPMENT	R 9/09/2026 BRIAN MACFARLAND:	1,470.00		062486		1,470.00
* * T O T A L S * *								
REGULAR CHECKS:		NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT
		9		5,711.25		0.00		5,711.25
HAND CHECKS:		0		0.00		0.00		0.00
DRAFTS:		0		0.00		0.00		0.00
EFT:		0		0.00		0.00		0.00
NON CHECKS:		0		0.00		0.00		0.00
VOID CHECKS:		0	VOID DEBITS	0.00				
			VOID CREDITS	0.00	0.00	0.00		
TOTAL ERRORS: 0								

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT

02 2-2200-001	DEPOSITS FROM DEVELOPMENT	5,711.25
	*** FUND TOTAL ***	5,711.25

		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS: 9	5,711.25	0.00	5,711.25
BANK: AP	TOTALS:	9	5,711.25	0.00	5,711.25
REPORT TOTALS:		9	5,711.25	0.00	5,711.25

Payroll Summary Report
Board of Directors - Agenda Date October 14, 2026

	(*)			
<u>Gross Wages</u>	8/22/2026	9/5/2026	9/19/2026	10/3/2026
Regular	\$24,884.72	\$25,908.21	\$24,987.09	\$26,902.47
Overtime Wages	\$542.25	\$757.51	\$653.50	\$486.62
Stand By	\$840.00	\$840.00	\$840.00	\$840.00
Gross Wages	\$26,266.97	\$27,505.72	\$26,480.59	\$28,229.09
Cell Phone Allowance	\$0.00	\$0.00	\$0.00	\$0.00
Health Pay-Out	\$0.00	\$0.00	\$0.00	\$0.00
Total Wages	\$26,266.97	\$27,505.72	\$26,480.59	\$28,229.09
<u>Disbursements</u>				
Net Wages	\$20,610.88	\$21,852.22	\$21,026.98	\$22,485.21
State and Federal Agencies	\$4,505.94	\$4,680.99	\$4,526.38	\$4,598.39
CalPERS	\$3,511.64	\$3,511.64	\$3,511.65	\$4,004.56
SEIU - Union Fees	\$108.65	\$108.65	\$108.65	\$108.65
Total Disbursements processed with Payroll	\$28,737.11	\$30,153.50	\$29,173.66	\$31,196.81
Health (Disbursed with reoccurring bills)	\$3,301.33	\$3,141.65	\$3,081.49	\$3,081.49
Total District Payroll Related Costs	\$32,038.44	\$33,295.15	\$32,255.15	\$34,278.30

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

Board Member Stipend Summary Report
Board of Directors - Agenda Date October 14, 2026

	(*)	
<u>Gross Stipends</u>	8/31/2026	9/30/2026
Board Member Stipends	\$400.00	\$900.00
Gross Stipends	<u>\$400.00</u>	<u>\$900.00</u>

Disbursements

Net Stipends	\$369.40	\$831.15
State and Federal Agencies	\$61.20	\$137.70
Total Disbursements processed with Stipends	<u>\$430.60</u>	<u>\$968.85</u>

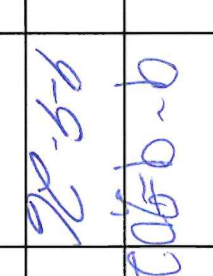
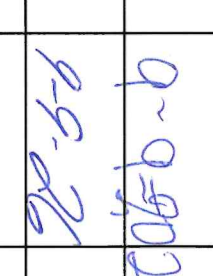
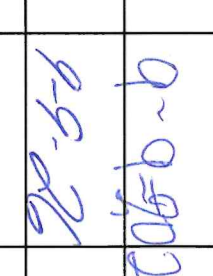
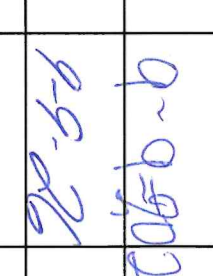
(*) Previously reported in prior Board Meeting packet - provided for comparison.



BOARD OF DIRECTOR'S
REGULAR & SPECIAL MEETING COMPENSATION FORM

BOARD MEETING: September 9, 2026

SEP 10 2026 05:05

DIRECTORS		SIGNATURE	DATE	ELIGIBLE/TAKEN COMPENSATION
PRESIDENT	GIBSON		9-9-26	\$ 0.00
VICE PRESIDENT	ROSE		9-9-26	\$100.00
DIRECTOR	AUSTIN		9-9-26	\$100.00
DIRECTOR	VILLA		9-9-26	\$100.00
DIRECTOR	VACANT			\$ 0.00

Oceano Community Services District - BYLAW'S

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.



0080
EP 18-29:39

BOARD OF DIRECTOR'S
REGULAR & SPECIAL MEETING COMPENSATION FORM

BOARD MEETING: September 18, 2026

DIRECTORS		SIGNATURE	DATE	ELIGIBLE/TAKEN COMPENSATION
PRESIDENT	GIBSON	<i>3-21-</i>	9-18-26	— \$ 0.00
VICE PRESIDENT	ROSE	<i>Stella Rose</i>	9-18-26	\$100.00
DIRECTOR	AUSTIN	<i>Kendra Austin</i>	9-18-26	\$100.00
DIRECTOR	VILLA	<i>[Signature]</i>		\$100.00
DIRECTOR	VACANT			\$ 0.00

Oceano Community Services District - BYLAW's

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

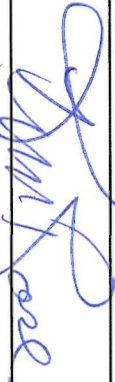
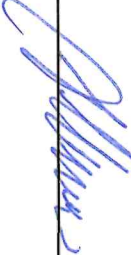
Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.



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00820

BOARD OF DIRECTOR'S
REGULAR & SPECIAL MEETING COMPENSATION FORM

BOARD MEETING: September 21, 2026

DIRECTORS		SIGNATURE	DATE	ELIGIBLE/TAKEN COMPENSATION
PRESIDENT	<u>GIBSON</u>			<u>\$ 0.00</u>
VICE PRESIDENT	<u>ROSE</u>			\$100.00
DIRECTOR	<u>AUSTIN</u>		<u>9-21-26</u>	\$100.00
DIRECTOR	<u>VILLA</u>		<u>9-21-26</u>	\$100.00
DIRECTOR	<u>VACANT</u>			\$ 0.00

Oceano Community Services District - BYLAW's

Section 8.1: Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each Regular or Special Meeting.

Section 8.2: In no event shall Director compensation exceed one hundred dollars (\$100.00) per day.

Section 8.3: Director compensation shall not exceed six hundred (\$600.00) in any one (1) calendar month.

Oceano Community Services District
Five Star Bank Mastercard

A/P Mastercard Credit Card Disbursement

Date	Name	Amount	Description	GL Account #
8/2/2026	ADOBE INC SAN JOSE CA	\$19.99	PERMITS, FEES LICENSES	01-5-4100-248
8/2/2026	ZOOM.COM 888-799-9666 SAN JOSE CA	\$55.24	OFFICE EXPENSE	01-5-4100-200
8/4/2026	JUNIPER SYSTEMS LOGAN UT	\$295.00	MAINTENANCE - EQUIPMENT	02-5-4400-170
8/4/2026	STAPLS0239122265000001 STAPLES.COM CT	\$52.43	COMMUNICATION	02-5-4400-110
8/17/2026	INTUIT *QBOOKS ONLINE SAN DIEGO CA	\$85.00	PERMITS, FEES LICENSES	01-5-4100-248
8/25/2026	ADOBE SAN JOSE CA	\$47.98	PERMITS, FEES LICENSES	01-5-4100-248
8/26/2026	AMS*SERVICE FEE 101653 LAKE MARY FL	\$1.49	ELECTION EXPENSE	01-5-4100-260
8/26/2026	SLO CLERK RECORDER SN LUIS OBISPCA	\$52.34	ELECTION EXPENSE	01-5-4100-260

Total ACH - 09/03/2026

\$609.47

10/14/2026 Board Meeting - Five Star Bank Mastercard Online Payment - paid 09/03/2026	\$609.47
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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1010	I-00041-304-261	LIVE, LLC DBA ADVANTAGE ANSWER	R 9/03/2026			062468		
	01 5-4100-110	COMMUNICATIONS	LIVE, LLC DBA ADVANT	567.47				567.47
1012	I-10056	AGP VIDEO INC.	R 9/03/2026			062469		
	01 5-4100-220	AGP VIDEO INC. PROFESSIONAL SERVICES	AGP VIDEO INC.	785.00				785.00
1090	I-170594401082126	CHARTER COMMUNICATIONS	R 9/03/2026			062470		
	01 5-4100-110	CHARTER COMMUNICATIONS	CHARTER COMMUNICATIO	170.00				170.00
1206	I-6151699365	VERIZON WIRELESS	R 9/03/2026			062471		
	02 5-4400-110	VERIZON WIRELESS	VERIZON WIRELESS - W	178.92				
	03 5-4500-110	COMMUNICATIONS	VERIZON WIRELESS - S	29.08				
	06 5-4900-110	COMMUNICATIONS	VERIZON WIRELESS - G	13.41				
	10 5-4300-110	COMMUNICATIONS	VERIZON - FACILITIES	2.24				223.65
1340	I-08212026	PACIFIC GAS & ELECTRIC	R 9/03/2026			062472		
	01 5-4195-295	PACIFIC GAS & ELECTRIC	STREET LIGHTS	3,076.08				
	02 5-4400-290	UTILITIES	WATER	1,560.98				
	03 5-4500-290	UTILITIES	SEWER	184.75				
	01 5-4100-290	UTILITIES	1689 FRONT, VILLAGE	97.09				
	01 5-4100-290	UTILITIES	MODULAR	10.51				
	01 5-4100-290	UTILITIES	1655 FRONT - ADM	596.69				
	01 5-4100-200	OFFICE EXPENSE	1655 FRONT - ADM RET	166.67				5,692.77

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	7,438.89	0.00	7,438.89
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
01 5-4100-110	COMMUNICATIONS	737.47
01 5-4100-200	OFFICE EXPENSE	166.67
01 5-4100-220	PROFESSIONAL SERVICES	785.00
01 5-4100-290	UTILITIES	704.29
01 5-4195-295	STREET LIGHTING	3,076.08
	*** FUND TOTAL ***	5,469.51
02 5-4400-110	COMMUNICATIONS	178.92
02 5-4400-290	UTILITIES	1,560.98
	*** FUND TOTAL ***	1,739.90
03 5-4500-110	COMMUNICATIONS	29.08
03 5-4500-290	UTILITIES	184.75
	*** FUND TOTAL ***	213.83
06 5-4900-110	COMMUNICATIONS	13.41
	*** FUND TOTAL ***	13.41
10 5-4300-110	COMMUNICATIONS	2.24
	*** FUND TOTAL ***	2.24

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			5	7,438.89	0.00	7,438.89
BANK: AP		TOTALS:	5	7,438.89	0.00	7,438.89
REPORT TOTALS:			5	7,438.89	0.00	7,438.89

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0059	BLUE SHIELD OF CALIFORNIA							
I-HEA202608262612	HEALTH INSURANCE	R	9/09/2026			062473		
01 5-4100-090	INS: GROUP HEALTH/LIFE	HEALTH INSURANCE		715.12				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	HEALTH INSURANCE		1,168.59				
I-HEA202609092614	HEALTH INSURANCE	R	9/09/2026			062473		
01 5-4100-090	INS: GROUP HEALTH/LIFE	HEALTH INSURANCE		657.82				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	HEALTH INSURANCE		1,225.89				3,767.42
0192	TASC -CLIENT INVOICES							
I-IN3821557	TASC -CLIENT INVOICES	R	9/09/2026			062474		
01 5-4100-090	INS: GROUP HEALTH/LIFE	TASC -CLIENT INVOICE		56.21				56.21
0296	FRANCHISE TAX BOARD							
I-GR2202609092614	WAGE GRANISHMENT	R	9/09/2026			062475		
01 2-2163-000	TOTAL OTHER DED	WAGE GRANISHMENT		0.75				
02 2-2163-000	OTHER DEDUCTION	WAGE GRANISHMENT		42.28				
03 2-2163-000	OTHER DEDUCTION	WAGE GRANISHMENT		16.39				
06 2-2163-000	OTHER DEDUCTION	WAGE GRANISHMENT		0.74				60.16
0301	PRINCIPAL LIFE INSURANCE COMPA							
I-INS202608262612	LONG TERM DISABILITY	R	9/09/2026			062476		
01 5-4100-090	INS: GROUP HEALTH/LIFE	LONG TERM DISABILITY		51.63				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	LONG TERM DISABILITY		50.57				
I-INS202609092614	LONG TERM DISABILITY	R	9/09/2026			062476		
01 5-4100-090	INS: GROUP HEALTH/LIFE	LONG TERM DISABILITY		50.35				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	LONG TERM DISABILITY		51.85				
I-LIF202608262612	LIFE INS.	R	9/09/2026			062476		
01 5-4100-090	INS: GROUP HEALTH/LIFE	LIFE INS.		37.51				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	LIFE INS.		26.30				
I-LIF202609092614	LIFE INS.	R	9/09/2026			062476		
01 5-4100-090	INS: GROUP HEALTH/LIFE	LIFE INS.		36.40				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	LIFE INS.		27.41				332.02
0379	HUMANA INSURANCE CO.							
I-DNT202608262612	DENTAL	R	9/09/2026			062477		
01 5-4100-090	INS: GROUP HEALTH/LIFE	DENTAL		133.25				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	DENTAL		94.50				
I-DNT202609092614	DENTAL	R	9/09/2026			062477		
01 5-4100-090	INS: GROUP HEALTH/LIFE	DENTAL		127.34				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	DENTAL		100.41				
I-VIS202608262612	VISION INS.	R	9/09/2026			062477		
01 5-4100-090	INS: GROUP HEALTH/LIFE	VISION INS.		8.07				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	VISION INS.		13.22				
I-VIS202609092614	VISION INS.	R	9/09/2026			062477		
01 5-4100-090	INS: GROUP HEALTH/LIFE	VISION INS.		7.28				
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	VISION INS.		14.01				498.08

VENDOR SET: 01 Oceano CSD, CA
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5	4,713.89	0.00	4,713.89
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
01 2-2163-000	TOTAL OTHER DED	0.75
01 5-4100-090	INS: GROUP HEALTH/LIFE	1,880.98
01 5-4100-603	UTILITY CREW - EMPLOYEE INSUR	2,772.75
	*** FUND TOTAL ***	4,654.48
02 2-2163-000	OTHER DEDUCTION	42.28
	*** FUND TOTAL ***	42.28
03 2-2163-000	OTHER DEDUCTION	16.39
	*** FUND TOTAL ***	16.39
06 2-2163-000	OTHER DEDUCTION	0.74
	*** FUND TOTAL ***	0.74

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			5	4,713.89	0.00	4,713.89
BANK: AP		TOTALS:	5	4,713.89	0.00	4,713.89
REPORT TOTALS:			5	4,713.89	0.00	4,713.89

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1138	I-127069701-0012430 01 5-4100-110	ASTOUND BUSINESS SOLUTIONS ASTOUND BUSINESS SOLUTIONS COMMUNICATIONS	R 10/02/2026 ASTOUND BUSINESS SOL	200.82		062515		200.82
1090	I-170594401092126 01 5-4100-110	CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS COMMUNICATIONS	R 10/02/2026 CHARTER COMMUNICATIO	170.00		062516		170.00
1845	I-1204760 01 5-4100-220	COASTAL COPY, INC. COASTAL COPY, INC. PROFESSIONAL SERVICES	R 10/02/2026 COASTAL COPY, INC.	311.61		062517		311.61
0280	I-598559354 01 5-4100-220 I-598635342 01 5-4100-220	DE LAGE LANDEN FINANCIAL SERVI DE LAGE LANDEN FINANCIAL SERVI PROFESSIONAL SERVICES DE LAGE LANDEN FINANCIAL SERVI PROFESSIONAL SERVICES	R 10/02/2026 DE LAGE LANDEN FINAN R 10/02/2026 DE LAGE LANDEN FINAN	213.43 45.99		062518 062518		259.42
0172	I-Q32026 01 5-4100-173	HIRIARTE'S INDOOR CLEANING SER HIRIARTE'S INDOOR CLEANING SER MAINT:STRUCTURES/IMPROVEMENTS	R 10/02/2026 HIRIARTE'S INDOOR CL	850.00		062519		850.00
1340	I-10122026 01 5-4195-295 02 5-4400-290 03 5-4500-290 01 5-4100-290 01 5-4100-290 01 5-4100-290 01 5-4100-200	PACIFIC GAS & ELECTRIC PACIFIC GAS & ELECTRIC STREET LIGHTING UTILITIES UTILITIES UTILITIES UTILITIES UTILITIES OFFICE EXPENSE	R 10/02/2026 STREET LIGHTS WATER SEWER 1689 FRONT, VILLAGE MODULAR 1655 FRONT - ADM 1655 FRONT - ADM RET	3,066.56 3,179.98 128.81 92.95 9.86 611.08 166.67		062520		7,255.91
1484	I-AUG 1655-2026 01 5-4100-290 I-AUG 1689-2026 01 5-4100-290	SO CAL GAS SO CAL GAS UTILITIES SO CAL GAS UTILITIES	R 10/02/2026 SO CAL GAS R 10/02/2026 SO CAL GAS	33.17 45.83		062521 062521		79.00

VENDOR SET: 01 Oceano CSD, CA
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7	9,126.76	0.00	9,126.76
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
01 5-4100-110	COMMUNICATIONS	370.82
01 5-4100-173	MAINT:STRUCTURES/IMPROVEMENTS	850.00
01 5-4100-200	OFFICE EXPENSE	166.67
01 5-4100-220	PROFESSIONAL SERVICES	571.03
01 5-4100-290	UTILITIES	792.89
01 5-4195-295	STREET LIGHTING	3,066.56
	*** FUND TOTAL ***	5,817.97
02 5-4400-290	UTILITIES	3,179.98
	*** FUND TOTAL ***	3,179.98
03 5-4500-290	UTILITIES	128.81
	*** FUND TOTAL ***	128.81

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			7	9,126.76	0.00	9,126.76
BANK: AP		TOTALS:	7	9,126.76	0.00	9,126.76
REPORT TOTALS:			7	9,126.76	0.00	9,126.76



Oceano Community Services District

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

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

Date: October 14, 2026

To: Board of Directors

From: Will Clemens, Interim General Manager

Subject: **Agenda Item # 8(F): Review and approve a Memorandum of Understanding between the County of San Luis Obispo and the District regarding the Emergency Backup Generator for the Oceano Sheriff's Sub-Station**

Recommendation

It is recommended that your Board approve the Memorandum of Understanding (MOU) between the County of San Luis Obispo and the District regarding the Emergency Backup Generator for the Oceano Sheriff's Sub-Station and authorize the President to execute.

Discussion

A new standby generator was installed on District owned property at 1687 Front Street in 2020 to provide vital backup power for emergency services provided by the Sheriff's Sub-Station and the Fire Department in the event of a power outage. Now that the County is the sole beneficiary of the generator as the owner of the property at 1655 Front Street and lessee of the property of 1681 Front Street which receives power from the generator, the attached MOU is necessary to establish maintenance and cost reimbursement responsibilities between the County and the District.

Other Agency Involvement

The County of San Luis Obispo leases the Sub-Station from the District and the Air Pollution Control District is involved in the permitting of generator.

Financial Considerations

The MOU outlines that the District is responsible for necessary permitting and regular maintenance of the generator. The County is responsible for reimbursing the District for any costs related to the permitting and regular maintenance of the generator so that the District is not financially responsible.



Oceano Community Services District

Board of Directors Meeting

Results

Approval of the MOU will promote a safe community by helping to ensure power to both the District and the Sheriff's Substation.

Attachment:

1. MOU

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY
OF SAN LUIS OBISPO AND THE OCEANO COMMUNITY
SERVICES DISTRICT REGARDING THE EMERGENCY BACKUP
GENERATOR FOR THE OCEANO SHERIFF'S SUBSTATION**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of San Luis Obispo ("County") and the Oceano Community Services District ("OCSD"), each individually ("Party") and together ("Parties") with reference to the following Recitals:

RECITALS

WHEREAS, the OCSD is the owner of certain real property located in San Luis Obispo County (Oceano), CA at 1687 Front Street, Oceano, CA 93445, Assessor Parcel Number 062-271-026 ("Generator Property"), denoted in Exhibit "A"; and

WHEREAS, the OCSD is the owner of certain real property located adjacent to the north in San Luis Obispo County (Oceano), CA at 1681 Front Street, Oceano, CA, Assessor Parcel Number 062-271-024 ("Sheriff's Substation Property"), denoted in Exhibit "A"; and

WHEREAS, the County currently leases the Sheriff's Substation Property from OCSD; and

WHEREAS, the Sheriff's Substation Property requires an emergency backup generator, which is situated on Generator Property, adjacent to the Sheriff's Substation property. It is noted that the control panel for the generator is located at 1655 Front Street, a County owned parcel adjacent to the Sheriff's Substation property; and

WHEREAS, the County and OCSD desire to enter into this MOU to document their respective roles and responsibilities in connection with the emergency generator and the use by the Sheriff's Substation

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The recitals as set forth above are incorporated herein by reference, as though set forth at length.
2. **Premises.** The premises ("Premises") consists of the Generator Property located at 1687 Front Street and the Sheriff's Substation located at 1681 Front Street.
3. **Purpose.** The purpose of this MOU is to delineate cost-sharing and maintenance obligations for the emergency standby generator system ("Generator") at the Premises.
4. **Term.** This MOU will have a commencement date as of execution by the parties with a retroactive effective date of December 31, 2024, and shall remain in effect through June 30, 2044, unless earlier terminated by either party as set forth herein.
5. **Termination.** Either party may terminate this MOU by providing written notice to the other

party. The County shall be able to terminate the Agreement with thirty (30) days' written notice to OCSD. OCSD shall be able to terminate the Agreement with one-hundred eighty (180) days' written notice to the County. Either party may terminate this MOU immediately based on a material breach of this MOU provided that the non-breaching Party provides written notice to the breaching Party of said breach and a reasonable opportunity to cure.

6. **Operation and Maintenance.** It is agreed and understood that ongoing Operation and Maintenance ("O & M") will be necessary during the lifecycle of the Generator. The operation and maintenance items include but are not limited to the annual San Luis Obispo County Air Pollution Control District permit, fuel costs, and monthly start-ups. OCSD will maintain ownership of the Generator and be responsible for performing and administering all maintenance. OCSD will then charge, the County and County will reimburse OCSD for the actual costs of operation and maintenance of the Generator. The County will reimburse OCSD for actual O & M costs beginning upon the commencement date (date of execution) of this agreement. The County will reimburse OCSD for San Luis Obispo County Air Pollution Control District permit costs retroactively to December 31, 2024.
7. **Repair Responsibilities.** Should a Generator component break, malfunction, and/or require replacement during the Generator's useful life, OCSD will be responsible for performing and administering repairs and will then charge, and the County will reimburse OCSD for the actual cost for such repair. OCSD will obtain written approval from the County before any repair is undertaken.
8. **County Access to Generator Property.** In the event that OCSD fails to repair the Generator after thirty (30) days advance written notice from County (or such reasonable longer time period explained by OCSD in writing), County shall have the right of non-exclusive access to the Generator Property as needed for repair of the Generator, as long as such repair activities are in accordance with all applicable laws and do not materially and adversely interfere with OCSD's possession, occupancy, or use of the Generator Property. Furthermore, during an emergency event, County may, without advance notice, make any repair necessary to maintain operation of the Generator.
9. **Indemnification.** To the fullest extent permitted by law, County shall indemnify, defend, and hold harmless OCSD and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with County's performance or non-performance of any obligation or duty provided for or relating to this MOU and/or the Generator Property, except such loss or damage which was caused by sole negligence or willful misconduct of OCSD.

To the fullest extent permitted by law, OCSD shall indemnify, defend, and hold harmless County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with OCSD's performance or non-performance of any obligation or duty provided for or relating to this MOU and/or the Generator Property, except such loss or damage which was caused by sole negligence or willful misconduct of County.
10. **Insurance.** For the term of this MOU, both OCSD and County shall self-insure or maintain, at their own expense, comprehensive general liability insurance. OCSD shall require that its

contractors or subcontractors performing any maintenance or repair on the Generator shall procure and maintain the insurance set forth in Exhibit B attached hereto.

11. **Severability.** If any provision of this MOU is deemed illegal, invalid, unenforceable, or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions continue in full force and effect.
12. **No Assignment.** The parties shall not assign their rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in the sole discretion of the party requested to grant such consent.
13. **General Understanding, Amendments.** Each party shall be solely responsible for their own respective obligations relating to this MOU. This MOU constitutes a general understanding by the parties about their respective roles and responsibilities regarding the Generator. The parties have entered into this MOU in good faith and fully intend to carry out the responsibilities described herein. This MOU may only be amended by written agreement signed by all parties.
14. **Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the Agreement among the Parties hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.
15. **Exhibits.** Any and all exhibits referred to in and/or attached to this MOU are hereby incorporated into this MOU as is set forth herein.
16. **Time of the Essence.** Time is of the essence with respect to the obligations to be performed under this Agreement.
17. **Successors.** The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the Parties hereto.
18. **No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. This Agreement is not intended to, and shall no be construed to, create any right on the part of any third party to bring any action or otherwise enforce any of its terms.
19. **Status of Employees.** All persons performing services for OCSD shall be solely employees or contractors of OCSD and not employees of County, except those persons expressly and directly employed by County. Furthermore, OCSD is not an agent of County.
20. **Construction and Interpretation.** It is agreed and acknowledged by the Parties that the provisions of this Agreement have been arrived at through negotiation, and that each Party has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.
21. **Captions.** The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.
23. **Waiver.** The failure of any Party to insist upon strict performance and any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said Party may have, and shall not be deemed a waiver of said Party's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.
24. **Force Majeure.** If any Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
25. **Legal Jurisdiction.** The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in San Luis Obispo County. The Parties hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.
26. **Authority.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which is purports to bind.

IN WITNESS WHEREOF the Parties do hereby agree to the full performance of the terms set forth herein.

COUNTY OF SAN LUIS OBISPO

OCEANO COMMUNITY SERVICES DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

JON ANSOLABEHERE
County Counsel

ROBERT SCHULTZ
District Counsel

By: _____

By: _____

Date: _____

Date: _____

Exhibit "A"



Exhibit "B"
Insurance Coverage

OCSD shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by OCSD, its agents, representatives, employees, or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: ISO Form Number CA 0001 covering, Code 1 (any auto), or if OCSD has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If OCSD will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to OCSD's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If OCSD maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the OCSD.

B. UNIQUE INSURANCE COVERAGE

One or more of the following insurance coverage(s) may also be required, depending upon the type of contracted service. Please review and select coverage(s) as applicable.

i. Professional Liability/Errors and Omissions.

Insurance appropriate to the OCSD's profession, with limits of not less than \$2 million per occurrence or claim and \$4 million aggregate. Further, OCSD understands and agrees it shall maintain such coverage for a period of not less than five (5) years following this Agreement's expiration, termination or cancellation.

C. ADDITIONAL INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the OCSD including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the OCSD's insurance (at least as broad as ISO Form CG 20 10, 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 28; and CG 23 37 forms if later revisions used).

ii. Primary Coverage. For any claims related to this contract, the OCSD's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the OCSD's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

iii. Excess or Umbrella Policy. The OCSD may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the OCSD's primary and excess liability policies are exhausted.

iv Notice of Cancellation. Each insurance policy required above shall provide that coverage and shall not be canceled, except with notice to the County.

v. Failure to Maintain Insurance. OCSD's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to OCSD, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from OCSD resulting from said breach.

vi. Waiver of Subrogation. OCSD hereby grants to County a waiver of any right to subrogation which any insurer of said OCSD may acquire against the County by virtue of the payment of any loss under such insurance. OCSD agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

vii. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the OCSD to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any and all deductibles and SIRs shall be the sole responsibility of the OCSD or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured parties. The County may deduct from any amounts otherwise due OCSD to fund the SIR/deductible. The policy must also provide that Defense costs, including the Allocated Loss Adjustment expenses, will satisfy the SIR or deductible.

viii. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

x. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*
- c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the OCSD must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work*.

xi. Verification of Coverage. OCSD shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declaration and Endorsements pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the OCSD's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including

endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County
Executive Office
1055 Monterey Street
San Luis Obispo, CA 93403

xii. Subcontractors. OCSD shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

xiii. Special Risks or Circumstances. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Oceano Community Services District

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

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

Date: October 14, 2026

To: Board of Directors

From: Will Clemens, General Manager

Subject: **Agenda Item # 9(A): Consideration of recommendations to award the construction contract for the CIPs A-3, A-4 & A-7 Sewer System Project (Project #2026-02) to Souza Construction as the lowest responsible and responsive bid and approve a contract with Ardurra of \$38,148 for Construction Management Services of the project.**

Recommendation

It is recommended that your Board:

1. Review bids received on CIPs A-3, A-4 & A-7 Sewer System Project (Project #2026-02).
2. Award the Construction Contract to Souza Construction in the amount of \$167,953 plus a 10% contingency for a total maximum contract of \$184,750 and authorize the President to execute.
3. Approve a contract with Ardurra of \$38,148 for Construction Management services during the project.

Discussion

On August 27, 2025, the OCSD Capital Improvement Program Advisory Committee reviewed the [Sanitary Sewer CIP Plan](#) and voted unanimously to recommend that the full Board adopt the plan. The Board adopted the plan at the October 8, 2025, meeting. The plan identifies pipes with significant root intrusion, which causes problems with both potential sewer spills and stormwater infiltration. A comprehensive Capital Improvement Program (CIP) with estimated costs and priorities was developed. The priority projects of A-3 Belridge Sewer Rehab, A-4 the Wilmar Avenue Rehab and A-7 Lateral Replacement design plans were completed and adopted by the Board on September 9, 2026. The Board authorized advertising for bids for the projects to repair these wastewater lines and laterals. Construction bids were opened on October 2, 2026, and the contract must be awarded within 90 days of bid opening. The summary of bids received is attached. The lowest bid came in at \$167,953 by Souza Construction.

Ardurra prepared the plans with savings from the Sanitary Sewer Capital Improvement Plan contract and will also reallocate the remaining \$36,169 of that contract to provide engineering services during construction. In addition, Ardurra has provided a proposal of \$38,148 for construction management services in a new and separate contract attached.



Oceano Community Services District

Board of Directors Meeting

Other Agency Involvement

The County of San Luis Obispo issues the encroachment permit to the contractor.

Financial Considerations

The FY 2026-27 Budget includes \$330,000 dedicated to annual CIP projects; no budget adjustment is necessary.

Results

Pursuing project implementation supports a well-governed, healthy, and livable community.

Attachment

1. Bid Results
2. Ardurra Contract – Construction Management

Addendum:

1. Project 2026-02 Contract



October 6, 2026

Will Clemens - Interim General Manager
Oceano Community Services District
Submitted Electronically

Subject: CIPs A-3, A-4, & A-7 Sewer System Upgrade Project

Bids for the CIPs A-3, A-4, and A-7 Sewer System Upgrade Project were opened and declared by the District Business and Account Manager at 3:15 p.m. on October 2nd, 2026 at a public meeting at 1655 Front Street, Oceano, CA 93445. A total of four (4) bids were received which are summarized below. For an item-by-item breakdown, see the attached bid tabulation.

Main Line Engineering	\$336,200.00
Souza Construction	\$167,953.00
Next Gen General Engineering	\$393,365.11
R. Baker, Inc.	\$216,616.00

Souza Construction is the lowest bidder at \$167,953.00.

Ardurra has reviewed the bid submitted by Souza Construction and the documents appear to be responsive and ready for your final review prior to award. Based upon our review of the submitted bid documents, we recommend the District award the project to Souza Construction.

Sincerely,

Tim McHale

Enclosures: Bid Tabulation

BID TABULATION

CONSTRUCTION BID EVALUATION WORKSHEET													
Oceano Community Services District				Engineer's OPCC		Bidder #1		Bidder #2		Bidder #3		Bidder #4	
CIPs A-3, A-4 & A-7				MKN		Main Line Engineering		Souza Construction		Next Gen General Engineering		R Baker Inc	
Bid Opening Date: 10/2/2026				\$338,000.00	Check OK	\$336,200.00	Check OK	\$167,953.00	Check OK	\$393,365.11	Bid Not Accurate	\$216,616.00	Check OK
				\$338,000.00	\$0.00	\$336,200.00	\$0.00	\$167,953.00	\$0.00	\$381,907.89	\$11,457.22	\$216,616.00	\$0.00
Bid Line Item No.	Item Description	Quantity	Unit	Eng's Unit Price	Eng's Line Item Total	Bidder's Unit Price	Bid Line Item Total	Bidder's Unit Price	Bid Line Item Total	Bidder's Unit Price	Bid Line Item Total	Bidder's Unit Price	Bid Line Item Total
1	Mobilization/Demobilization	1	LS	\$ 31,000	\$31,000.00	\$ 5,500	\$5,500.00	\$ 16,432	\$16,432.00	\$ 10,778	\$10,778.38	\$ 10,000	\$10,000.00
2	Sheeting, Shoring, Bracing, and Excavation Safety Measures	1	LS	\$ 10,000	\$10,000.00	\$ 15,000	\$15,000.00	\$ 8,250	\$8,250.00	\$ 24,150	\$24,150.00	\$ 9,000	\$9,000.00
3	1323 19th Street Lateral Rehabilitation	1	LS	\$ 12,000	\$12,000.00	\$ 12,600	\$12,600.00	\$ 10,014	\$10,014.00	\$ 16,695	\$16,694.90	\$ 10,000	\$10,000.00
4	1830 19th Street Lateral Rehabilitation	1	LS	\$ 12,000	\$12,000.00	\$ 21,000	\$21,000.00	\$ 13,673	\$13,673.00	\$ 27,169	\$27,169.44	\$ 13,700	\$13,700.00
5	2160 Nipomo Street Lateral	1	LS	\$ 12,000	\$12,000.00	\$ 15,500	\$15,500.00	\$ 9,292	\$9,292.00	\$ 18,041	\$18,040.63	\$ 11,400	\$11,400.00
6	Water Pollution Control Plan	1	LS	\$ 5,000	\$5,000.00	\$ 5,500	\$5,500.00	\$ 6,704	\$6,704.00	\$ 4,807	\$4,807.00	\$ 2,400	\$2,400.00
7a	Belridge Street 8-inch SDR35 PVC Sewer Pipe Sta. 1+00 to 3+61	256	LF	\$ 350	\$89,600.00	\$ 575	\$147,200.00	\$ 203	\$51,968.00	\$ 582	\$149,006.65	\$ 344	\$87,936.00
7b	Belridge Street Traffic Control	1	LS	\$ 10,000	\$10,000.00	\$ 8,000	\$8,000.00	\$ 5,103	\$5,103.00	\$ 18,565	\$18,565.31	\$ 11,000	\$11,000.00
7c	Belridge Street Temporary Bypassing	1	LS	\$ 50,000	\$50,000.00	\$ 10,000	\$10,000.00	\$ 2,429	\$2,429.00	\$ 27,531	\$27,531.00	\$ 3,500	\$3,500.00
7d	Belridge Street Lateral Reconnection to PVC Sewer Pipe	5	EA	\$ 8,000	\$40,000.00	\$ 1,500	\$7,500.00	\$ 2,693	\$13,465.00	\$ 3,294	\$16,471.22	\$ 1,100	\$5,500.00
7e	Belridge Street Pavement Trench Repair	43	TON	\$ 1,000	\$43,000.00	\$ 1,200	\$51,600.00	\$ 335	\$14,405.00	\$ 705	\$30,318.31	\$ 660	\$28,380.00
8a	Wilmar Avenue Point Repair 10-inch	1	LS	\$ 10,000	\$10,000.00	\$ 21,000	\$21,000.00	\$ 10,982	\$10,982.00	\$ 23,530	\$23,529.81	\$ 14,000	\$14,000.00
8b	Wilmar Avenue Traffic Control	1	LS	\$ 5,000	\$5,000.00	\$ 4,000	\$4,000.00	\$ 1,298	\$1,298.00	\$ 6,038	\$6,037.50	\$ 2,800	\$2,800.00
8c	Wilmar Avenue Temporary Bypassing	1	LS	\$ 5,000	\$5,000.00	\$ 6,000	\$6,000.00	\$ 1,819	\$1,819.00	\$ 3,019	\$3,018.75	\$ 3,500	\$3,500.00
8d	Wilmar Avenue Pavement Trench Repair	1	LS	\$ 3,000	\$3,000.00	\$ 5,800	\$5,800.00	\$ 2,119	\$2,119.00	\$ 5,789	\$5,788.99	\$ 3,500	\$3,500.00
TOTAL BID:					\$338,000.00		\$336,200.00		\$167,953.00		\$381,907.89		\$216,616.00

AGREEMENT FOR CONSULTANT SERVICES,

THIS AGREEMENT made and entered into on _____, 2026 by and between the Oceano Community Services District, a special district, collectively hereinafter referred to as DISTRICT and Ardurra, hereinafter referred to as CONSULTANT.

RECITALS

The DISTRICT desires to retain said services of the CONSULTANT on an independent Contractor basis for Construction Management Services for CIPs A-3, A-4 & A-7 Sewer System Upgrade Project, 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 \$ 38,148 in accordance with Exhibit A, with a contingency fee of \$ 0 for a total project fee of \$ 38,148. The DISTRICT's share, including the contingency fee, will not exceed \$ 38,148. 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.

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 per occurrence and general aggregate 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 per claim and annual aggregate, with neither the CONSULTANT nor listed sub-consultants having less than \$500,000 per claim and annual aggregate;
 - 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 (except for workers compensation/employers liability and professional liability) 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 and employees from:

Third Party Claims. claims and demands made against the DISTRICT or its Board members, officers, employees by reason of any injury to or death of or damage to any person or entity, , arising out of CONSULTANT's negligent 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 used by or in the CONSULTANT's care, custody, or control, arising out of CONSULTANT's negligent 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. claims and demands which may be made against the DISTRICT or its Board members, officers, employees 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,

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



September 29, 2026

Will Clemens
Interim General Manager
Oceano Community Services District
(Submitted Electronically)

Re: Construction Management Services for CIPs A-3, A-4, and A-7 Sewer System Upgrade Project

Dear Will,

Ardurra is pleased to submit this proposal for providing construction management services for the Oceano Community Services District's (District) Capital Improvement Projects (CIPs) A-3, A-4, and A-7 Sewer System Upgrades Project.

Project Background

The District is currently bidding the CIPs A-3, A-4, and A-7 Sewer System Upgrade Project that includes replacement of approximately 254 linear feet of 8-inch sewer pipe, a spot repair, and three lateral repairs. The District has requested Ardurra to provide a proposal for construction management services including, but not limited to document management, onsite observations, and material testing.

Scope of Work

TASK GROUP 1 Construction Management Services

Based on discussions with the District the following Construction Management Services will be provided.

TASK 1.1 Project Management

Ardurra will provide comprehensive project and quality management services throughout the duration of the Project. Project management activities will include budget tracking, coordination of work, coordination of subconsultants, submission of invoices, and coordination of internal and external project communications.

TASK 1.2 Pre-Construction Conference

Ardurra will conduct a pre-construction conference with the District and Contractor's team as they prepare to mobilize for the Project. As part of this effort Ardurra will: (1) review the specifications with the Contractor to facilitate the Contractor's understanding of the Project; (2) review the Contractor's construction schedule and resource scheduling including equipment, labor and supervision planning; and (3) outline contract requirements regarding security and safety matters such as allowed work hours, traffic control, and notification of the work to affected residents.

Deliverables:

- Meeting Agendas/Meeting Minutes

Assumptions:

- Conference to be held at the District's office

TASK 1.3 Progress Pay Estimate

Ardurra will review the Contractor's progress pay estimates in accordance with the contract documents. Progress estimates will be supported by source documents, which represent measured quantities. A monthly pay estimate will be forwarded to the District with recommendations regarding contractor payment. Ardurra will maintain a current estimate of overall construction costs based on the contractor's bid and the earned value of the work performed. It is assumed up to three (3) payment requests will be reviewed.

Deliverables:

- Monthly Pay Estimate

Assumptions:

- Three pay requests to be reviewed
- District to perform Contractor labor compliance

TASK 1.4 Submittal and RFI Management

Ardurra will maintain a log of and manage contractor submittals, shop drawings, and Requests for Information (RFIs).

Deliverables:

- Submittal and RFI Log

Assumptions:

- Submittals and RFIs to be received from Contractor via email

TASK 1.5 Change Order Management

Ardurra will investigate proposed change orders submitted by the Contractor or requested by the District. Ardurra will evaluate potential impacts on the project schedule and budget and will recommend approval or rejection. As part of this task Ardurra will:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the Contractor's schedule and operations; and prepare a written response summarizing the impact of the proposed change in terms of extra costs / cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a change order log as a means for tracking change order proposals through the review and approval process.

Deliverables:

- Change order log

Assumptions:

- Scope assumes review of up to two change orders

TASK 1.6 Construction Observation

For budgetary purposes, this proposal assumes onsite observation, travel time, and report writing for an average of four hours per working day for a total of 20 days. The actual observation time requirements may vary. At the first indication of complications or complexities that would require additional observation time, the District will be notified.

Ardurra will implement observation guidelines for monitoring the quality of the Contractor's work, conduct field observation, and prepare documentation (on an as-needed basis) of construction tasks. Copies of significant photographs of construction and activity reports will be provided to the District. Additionally, Ardurra will obtain delivery slips and tickets for materials delivered to the jobsite to use when checking payment requests.

Upon witnessing (and discussing with District) materials, installation process, or levels of quality that do not meet the requirements of the construction contract documents, Ardurra may issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be immediately forwarded to the District.

Deliverables:

- Daily Observation Reports including site photos

Assumptions:

- Part-time onsite observation

TASK 1.7 Material Testing

Ardurra will provide and coordinate construction phase material testing services. Ardurra's subconsultant, Earth Systems, will provide material testing and compaction testing services of the native soil trench backfill, pavement subgrade, and asphalt concrete pavement.

Deliverables:

- Compaction report

Assumptions:

- Assumes concrete testing will not be required for reconstruction of sidewalks and curbs

TASK 1.8 Final Observation and Punch List

Ardurra will, in conjunction with the District, evaluate the near-completed facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work performed by the Contractor. We will prepare a punch list to identify such items. Upon correction of the punch-list items by the Contractor, Ardurra will provide a letter to the District on the completion of the project and recommend project acceptance and final payment to the Contractor.

Deliverables:

- Punch List Log
- Project completion letter

Assumptions:

- Assumes final walk through with District and one follow up observation

Fee Estimate

Ardurra proposes to complete this work on a time and materials basis with a budget not to exceed **\$38,148**, based on the 2026 Ardurra rate schedule, included as **Exhibit A**. The estimated level of effort is provided as **Exhibit B**.

Closing

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is 805.602.6944 and email is jreichmuth@ardurra.com.

Sincerely,



JJ Reichmuth
Project Manager

Enclosures:

- A. 2026 Ardurra Rate Schedule
- B. Estimated Level of Effort
- C. Earth Systems Materials Testing Proposal



Exhibit A

2026 Ardurra Rate Schedule

2026 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Designers and Administrative	Administrative Assistant	\$120
	Production Designer I	\$135
	Production Designer II	\$139
	Production Designer III	\$144
	Production Designer IV	\$164
	Production Designer V	\$186
	Production Designer VI	\$195
Engineers	Engineering Technician	\$108
	Engineer I	\$147
	Engineer II	\$168
	Engineer III	\$200
	Engineer IV	\$216
	Engineer V	\$232
	Engineer VI	\$252
	Engineer VII	\$259
	Engineer VIII	\$272
	Technical Director	\$300
Planning	Planner I	\$147
	Planner II	\$168
	Planner III	\$185
	Planner IV	\$205
	Planner V	\$221
	Planner VI	\$228
Project Management	Assistant Project Manager	\$249
	Project Manager	\$254
	Senior Project Manager	\$306
	Project Director	\$300
	Senior Project Director	\$323
Construction Management Services	Sr Construction Manager	\$290
	Construction Manager	\$260
	Resident Engineer*	\$258
	Assistant Resident Engineer*	\$210
	Public Works Inspector*	\$216
	Scheduler	\$188
	Doc Control*/ Labor Analyst	\$148
	Sr Labor Compliance	\$199

OVERALL NOTES

- 1. Reimbursable Expenses (ODCs):** Travel and subsistence (other than mileage) billed at cost, mileage at current IRS rate, and outside production/services cost plus 10%
- 2. Subconsultants:** Cost plus 10%.
- 3. Escalation:** Rates subject to annual adjustment (typically 2–5%), unless otherwise specified (e.g., prevailing wage).

CONSTRUCTION MANAGEMENT NOTES

- 1. Rates:** Hourly rates include wages, fringe, overhead, fee, and typical supplies, tools, and equipment. Construction management software is excluded.
- 2. Prevailing Wage:** Rates are subject to increases per California DIR determinations. Billing rates will increase proportionally, including overhead and profit.
- 3. Inspection Minimums (IWC Order #16-2001):** Cancellation of 8-hour inspection after arrival: 4-hour minimum; Cancellation of 4-hour inspection after arrival: 2-hour minimum
- 4. Public Works Requirements:** Agency must submit DIR Form PWC-100 listing Ardurra as prime. A 0.5-hour/week per inspector labor compliance charge applies to all prevailing wage inspection assignments.
- 5. Overtime:** Asterisked positions are billed at 1.5x for work over 8 hours/day or Saturdays, and 2.0x for Sundays and holidays.



Exhibit B

Estimated Level of Effort

OCSD

CM Services for CIPs A-3, A-4, and A-7 Sewer System Upgrades Project

	Senior Project Manager	Engineer III	Engineer II	Engineering Technician	Administrative Assistant	Total Hours (Ardurra)	Labor (Ardurra)	ODCs (Ardurra)	Materials Testing (Earth Systems)	Non-Labor Costs	Total Fee
	Hourly Rates	306	200	168	108	120					
Task Group 1: Construction Management Services											
Task 1.1 Project Management	6				2	8	\$ 2,076	\$ -	\$ -	\$ -	\$ 2,076
Task 1.2 Pre-Construction Conference	2	2	6		2	12	\$ 2,260	\$ -	\$ -	\$ -	\$ 2,260
Task 1.3 Progress Pay Estimate	2	6				8	\$ 1,812	\$ -	\$ -	\$ -	\$ 1,812
Task 1.4 Submittal and RFI Management			6	6	2	14	\$ 1,896	\$ -	\$ -	\$ -	\$ 1,896
Task 1.5 Change Order Management	2	4	4		2	12	\$ 2,324	\$ -	\$ -	\$ -	\$ 2,324
Task 1.6 Construction Observation (20 days)		80				80	\$ 16,000	\$ 650	\$ -	\$ 650	\$ 16,650
Task 1.7 Materials Testing	2				2	4	\$ 852	\$ -	\$ 8,646	\$ 8,646	\$ 9,498
Task 1.8 Final Observation and Punch List		6		4		10	\$ 1,632	\$ -	\$ -	\$ -	\$ 1,632
Subtotal	14	98	16	10	10	148	\$28,852	\$ 650	\$ 8,646	\$ 9,296	\$ 38,148
TOTAL BUDGET	14	98	16	10	10	148	\$28,852	\$ 650	\$ 8,646	\$ 9,296	\$ 38,148



Exhibit C

Earth Systems Materials Testing Proposal



September 24, 2026

Mr. JJ Reichmuth
Ardurra
354 Pacific Street
San Luis Obispo, CA 93401

PROJECT: OCEANO COMMUNITY SERVICES DISTRICT'S (CSD)
CIPS A-3, A-4, AND A-7 SEWER SYSTEM UPGRADES PROJECT
BELRIDGE STREET, WILMAR AVENUE, 19TH STREET, AND NIPOMO STREET
OCEANO, CALIFORNIA

SUBJECT: Proposal for Quality Assurance Testing

Mr. Reichmuth:

Earth Systems is pleased to present this proposal and estimate of fees for quality assurance testing for the City of Oceano Community Services District's (CSD) CIPs A-3, A-4, and A-7 Sewer Systems Upgrades Project. We understand that the project will involve the installation of sewer main replacement within Belridge Street and Wilmar Avenue, as well as select sewer lateral rehabilitation within 19th Street and Nipomo Street. Hot mix asphalt (HMA) paving will be also conducted. We understand that the project is subject to Prevailing Wage Law.

SERVICES AND ESTIMATE OF FEES

This proposal has been prepared based upon your email request. The estimated fees for our services are as follows:

A. Soils and Materials Quality Assurance Testing

Quality assurance testing has been included for sewer line backfill where bedding sand, subgrade and/or aggregate base will be placed and compacted. We have included six 4-hour shifts of compaction testing for trench backfill. We have also included one 4-hour shift of compaction testing during hot mix asphalt (HMA) paving using a plant supplied maximum. We have also included maximum density and optimum moisture curves, mileage and compaction tests.

Technician	28 hrs. @ \$175.00/hr.....	\$4,900.00
Maximum Density and Optimum Moisture Curves	2 each @ \$340.00/ea.....	680.00
Compaction Tests	20 each @ \$10.00/ea.....	200.00
Mileage @ 30 miles/trip	210 miles @ \$1.00/mi.....	<u>210.00</u>
Subtotal – Quality Assurance Testing.....		\$5,990.00



B. Engineering Support and Report Preparation

We propose to provide the necessary project management and a brief report at the end of the project. We have also included attendance at one pre-construction meeting. As the project is subject to California Prevailing Wage Law, certified payroll reporting during construction is required, and therefore, electronic posting has been included.

Principal Engineer	2 hrs. @ \$265.00/hr.....	\$530.00
Project Manager	4 hrs. @ \$195.00/hr.....	780.00
Technical Assistant	2 hrs. @ \$130.00/hr.....	260.00
Certified Payroll	3 reports @ \$100.00/ea.....	<u>300.00</u>

Subtotal - Engineering Support and Report Preparation\$1,870.00

ESTIMATED PROJECT TOTAL\$7,860.00

CONDITIONS

Our site personnel will attempt, whenever reasonable, to observe and test multiple areas during site visits, in order to keep the final bill as low as practicable. However, as the presence of our personnel at the site will depend upon the contractor's schedule, and the progress of the work. Unless specified, we have assumed the work will be done during the day, and straight rates will apply for the first 8 hours. The fees presented above are to be considered as estimates only and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual amount of time spent and service performed and may be greater or less than the estimated amounts. All site visits will be subject to a mileage charge of 30 miles at \$1.00 per mile.

This estimate is based on services provided during regular working hours (0700 to 1600), Monday through Friday. Services provided between 1700 and 0700 on Monday through Friday, between 8 and 12 hours worked in one day, and all day Saturday, will be subject to an overtime rate of 1.5 times the stated rate. Services provided on Sundays and Holidays will be subject to a rate of 2.0 times the stated rate.

Routine project supervision by an engineer has been included in the above estimate. Charges for retesting due to failing results are not included in the estimate and will be billed at the unit rates listed previously. This firm shall not be responsible for backcharging contractors.

The client or client's agent is to supply latest plans and specifications and notify us of any changes pertinent to the proposed inspection services. The client or client's agent is responsible for contacting this firm when services are required. Based upon the current work load, we anticipate that the supervising engineer for this project will be the undersigned



If the client finds the scope of work, terms, and estimated fees satisfactory, the return of the attached Work Order indicating the legal entity that will be our client, signed and dated by the party responsible for payment, will constitute authorization for work to begin. It is our understanding that the project is subject to California Prevailing Wage Law. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your convenience. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,

Earth Systems Pacific

Robert Down, PE
Senior Vice President

Samuel Venable, PE
Project Engineer

Attachments: Work Order
 Terms
 Accounts Payable Information Request

Doc. No.: SLO-2609-042.PRP/pm



EARTH SYSTEMS

4378 Old Santa Fe Road | San Luis Obispo, CA 93401 | (805) 544-3276 | www.earthsystems.com

WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: September 24, 2026 **Doc. Number:** SLO-2606-015.PRP

Name of Project: OCEAN COMMUNITY SERVICES DISTRICT'S (CSD) CIPS A-3, A-4, AND A-7 SEWER SYSTEM UPGRADES PROJECT

Order Received by: Robert Down

Client Name: Ardurra, Attn: Mr. JJ Reichmuth

Client Address: 354 Pacific Street, San Luis Obispo, CA 93401

Location of Project: Various Streets, Oceano, California

Scope of Services: Per Proposal dated September 24, 2026

Fees to be Charged: Per Proposal dated September 24, 2026*

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific

DIR Public Works Registration No. 1000003643

Robert W. Down, PE 70206
Senior Vice President

September 24, 2026

Date

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

PLEASE RETURN A SIGNED COPY

TO EARTH SYSTEMS PACIFIC

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

*Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

July 2026 Fee Schedule

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



Prevailing Wage and Accounts Payable Information Request

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements, and to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Legal Name of Earth Systems	Earth Systems Pacific
PWC Registration No.	1000003643
Earth Systems Project No.	

PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

CLIENT'S PROJECT NAME	
DIR PROJECT ID (PWC-100)	
APPLICABLE BID ADVERTISEMENT DATE	
CLIENT'S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION	Name: E-mail: Phone No.:
LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?	Yes or No If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.

CLIENT'S BILLING REQUIREMENTS:

PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
Date	

Doc. No.: SLO-2609-042.PRP/pm



Oceano Community Services District

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

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

Date: October 14, 2026

To: Board of Directors

From: Will Clemens, Interim General Manager

Subject: **Agenda Item #9(B):** Adopt a resolution recommending Daniel Contreras to fill the Division 2 seat on the Board of Directors.

Recommendation

It is recommended that your Board consider adopting a resolution recommending Daniel Contreras as an appointment to Division 2 to the Board of Supervisors to fill the Board seat for Division 2 because no one filed a Declaration of Candidacy for Division 2 in the November 2026 election.

Discussion

The District received the attached notice from the County Elections Officer indicating that no one filed a Declaration of Candidacy for Division 2 in the November 2026 election. Therefore, your Board has until October 21, 2026, to make a recommendation for appointment to the Board of Supervisors.

The attached notice of the vacancy was posted and mailed to all registered voters in Division 2 inviting applications to fill the open position for the four-year term. As of the agenda posting deadline, one candidate has applied for appointment, and the application has been included as Attachment 3.

Other Agency Involvement

The San Luis Obispo County Clerk's office conducts the elections, and the County Board of Supervisors would make the appointment.

Financial Considerations

N/A

Results

Appointing an individual to the Division 2 Board position will help ensure a quorum of the Board of Directors and promote a well-governed community.

Attachments:

1. County Elections Officer Notice
2. Notice to Division 2
3. Application
4. Resolution

Carey Casciola

From: Elaina Cano <ecano@co.slo.ca.us>
Sent: Saturday, August 15, 2026 1:09 PM
Cc: Penny Boyd; Gabriela Ugalde; Barbara Hurtado
Subject: November 3, 2026 Election – District Candidates and Appointments

Importance: High

Dear District Representative:

Now that the candidate filing period for the November 3, 2026, General Election has concluded, we are providing you with the status of the offices with and without sufficient candidates within your District

Pursuant to Elections Code section 10515, because the number of qualified candidates listed below does not exceed the number of offices to be filled, and provided that no timely petition is submitted requesting that an election be held, these offices will **not** appear on the November 3, 2026, ballot. The qualified candidate(s) will instead be appointed in lieu of election and will take office and serve as if elected at the general district election. This recommendation will be presented to the Board of Supervisor's at their November 3, 2026, meeting.

OFFICES WITH SUFFICIENT CANDIDATES - For the following office(s), the number of qualified candidates does not exceed the number of positions to be filled:

COMMUNITY SERVICES DISTRICTS

HERITAGE RANCH COMMUNITY SERVICES DISTRICT DIRECTOR – MICHAEL CAMOU, MASEN YAFFEE, BILL BARKER, JR.

**LOS OSOS COMMUNITY SERVICES DISTRICT DIRECTOR, DIVISION 1 – CHUCK CESNA
LOS OSOS COMMUNITY SERVICES DISTRICT DIRECTOR, DIVISION 4 – CHRIS WOMACK**

**SAN SIMEON COMMUNITY SERVICES DISTRICT DIRECTOR, AREA B – MICHAEL DONAHUE
SAN SIMEON COMMUNITY SERVICES DISTRICT DIRECTOR, AREA E – KARINA TIWANA**

SCHOOL DISTRICTS

**ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT, GOVERNING BOARD MEMBER TRUSTEE
AREA 5 – GREGORY PENSA**

ATASCADERO UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER - VY PIERCE, DENISE MCGREW-KANE, REBEKAH KOZNEK, TRACY ELLIS-WEIT

**CAYUCOS ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 1 – KERRY FRIEND
CAYUCOS ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 3 – GRETCHEN ROSS**

COAST UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 3 - LOURDES VARGAS NILON

PLEASANT VALLEY JOINT UNION ELEMENTARY SCHOOL DISTRICT GOVERNING BOARD MEMBER – SUZE EVENSON, AARON BORDEN

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 4 – MARK BUCHMAN

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 5 – CATHERINE SLAUGHTER

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 3 - SCOTT R. LATHROP

SAN LUIS OBISPO COUNTY BOARD OF EDUCATION, GOVERNING BOARD MEMBER – TRUSTEE AREA 2 – KATHRYN MADONNA

SAN LUIS OBISPO COUNTY BOARD OF EDUCATION, GOVERNING BOARD MEMBER – TRUSTEE AREA 4 – JUAN OLIVARRIA

SAN LUIS OBISPO COUNTY BOARD OF EDUCATION, GOVERNING BOARD MEMBER – TRUSTEE AREA 5 – SCOTT KNUCKLES

SAN MIGUEL JOINT UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 1 – AARON HAMILTON

SAN MIGUEL JOINT UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 2 – JENNIFER HANNA

SPECIAL DISTRICTS

**CAMBRIA COMMUNITY HEALTHCARE DISTRICT DIRECTOR, DIVISION 2 – LAURIE MILEUR
CAMBRIA COMMUNITY HEALTHCARE DISTRICT DIRECTOR, DIVISION 3 – BRUCE NII**

CAYUCOS SANITARY DISTRICT DIRECTOR, DIVISION 1 – JOHN CURTI

**PORT SAN LUIS HARBOR DISTRICT COMMISSIONER, DIVISION 3 – MARY MATAKOVICH
PORT SAN LUIS HARBOR DISTRICT COMMISSIONER, DIVISION 5 – DREW BRANDY**

SANTA MARGARITA FIRE PROTECTION DISTRICT DIRECTOR – ELIZABETH GORRILL, JOEL SWITZER

SANTA MARIA VALLEY WATER CONSERVATION DISTRICT DIRECTOR, DIVISION 3 – KEITH HADICK

OFFICES WITH NO CANDIDATE OR AN INSUFFICIENT NUMBER OF CANDIDATES

For these remaining position(s), the District should identify qualified individual(s) for appointment and provide our office with the name(s) and a copy of the District's adopted resolution recommending the individual(s) for appointment.

We strongly encourage your District to begin this process as soon as possible. Timely action will allow our office to submit the necessary documentation and recommendations to the San Luis Obispo County Board of Supervisors, which serves as the supervising authority for purposes of Elections Code section 10515.

Please complete your District's action **no later than October 21, 2026**, and submit the name(s) and adopted resolution(s) to our office **no later than October 22, 2026**. Our office will then submit the appropriate documentation to the Board of Supervisors for appointment on **November 3, 2026**.

It is important that these positions be addressed timely. California law provides separate procedures for filling vacancies on special district governing boards, including circumstances in which the Board of Supervisors may make an appointment or order an election when a district board does not timely fill a vacancy. A special election may also result in additional costs to the District. We therefore strongly encourage your Board to identify qualified individuals and submit its recommendations within the timeframe above to facilitate an orderly appointment process and avoid leaving positions unfilled.

Please ensure that any individual recommended for appointment meets all qualifications required to hold the office as of November 3, 2026.

For the following office(s), either no candidate filed or there are fewer qualified candidates than the number of positions to be filled:

COMMUNITY SERVICES DISTRICTS

AVILA BEACH COMMUNITY SERVICES DISTRICT DIRECTOR – NO CANDIDATES FILED / 3 REMAINING OFFICES OPEN

GARDEN FARMS COMMUNITY WATER DISTRICT DIRECTOR - NO CANDIDATES FILED / 3 REMAINING OFFICES OPEN

INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT DIRECTOR – 1 CANDIDATE FILED / 1 REMAINING OFFICE OPEN

LINNE COMMUNITY SERVICES DISTRICT DIRECTOR – NO CANDIDATES FILED / 3 REMAINING OFFICES OPEN

LOS OSOS COMMUNITY SERVICES DISTRICT DIRECTOR, DIVISION 2 – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

OCEANO COMMUNITY SERVICES DISTRICT DIRECTOR, DIVISION 2 – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

SAN SIMEON COMMUNITY SERVICES DISTRICT DIRECTOR, AREA C (Partial Term) – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

SAN SIMEON COMMUNITY SERVICES DISTRICT DIRECTOR, AREA D – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

SQUIRE CANYON COMMUNITY SERVICES DISTRICT DIRECTOR (Partial Term) – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN
SQUIRE CANYON COMMUNITY SERVICES DISTRICT DIRECTOR – NO CANDIDATES FILED / 2 REMAINING OFFICES OPEN

SCHOOL DISTRICTS

CUYAMA JOINT UNIFIED SCHOOL DISTRICT GOVERNING BOARD MEMBER – NO CANDIDATES FILED / 2 REMAINING OFFICES OPEN

SAN MIGUEL JOINT UNION SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 3 - NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

SANTA MARIA JOINT UNION HIGH SCHOOL DISTRICT GOVERNING BOARD MEMBER, TRUSTEE AREA 1 – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

SPECIAL DISTRICTS

CAMBRIA COMMUNITY HEALTHCARE DISTRICT DIRECTOR, DIVISION 4 – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

CAYUCOS SANITARY DISTRICT DIRECTOR, DIVISION 2 – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

CAYUCOS SANITARY DISTRICT DIRECTOR, DIVISION 3 (Partial Term) – NO CANDIDATES FILED / 1 REMAINING OFFICE OPEN

Please be sure to review this information and if you have any questions regarding your District's candidate status, qualifications for office, or the appointment process, please feel free to contact our office.

Respectfully,
Elaina

Bcc: BOS



ELAINA CANO | Clerk-Recorder

County of San Luis Obispo Clerk-Recorder

1055 Monterey Street, Suite D120 | San Luis Obispo, CA 93408

Tel: (805) 781-5235 | Fax: (805) 781-1111 | Email: ecano@co.slo.ca.us

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AUGUST 27, 2026

**NOTICE OF VACANCY
on the
BOARD OF DIRECTORS
for the
OCEANO COMMUNITY SERVICES DISTRICT**

This notice is posted in accordance with California Government Code Sections 61042 and 1780.

The Oceano Community Services District Board of Directors (Governing Board) normally includes five elected officials who must reside in one of the five established Divisions. The Governing Board currently has a vacancy in Division 2 for the November 2026 election.

The District is an independent special district which is governed by a five-member Board of Directors, elected by voters within five distinct geographic divisions within the District's LAFCO-defined service area; all Board members must reside within the District's boundaries, and must reside within the division they are elected to represent. The District is governed by California Government Code Sections 61000 et al, as well as other specific statutes and regulations that govern its operations.

The District provides both governmental-type activities and enterprise activities. Governmental activities include street lighting, and recreation. Enterprise activities include water service, wastewater collection service, and solid waste and recycling services.

Term of Appointment

The term of appointment for the vacancy is December 2026 to December 2030.

Individuals who are interested in seeking an appointment to the Governing Board for Division 2 may wish to inform the District by October 8, 2026, at 5pm. **The regular meeting scheduled to consider appointments is on October 14, 2026, at 6:00 p.m.** The meeting will be held at the Board Chambers at 1655 Front Street, Oceano California.

Please contact the District's General Manager at (805) 481-6730 with questions and visit our website at oceanocsd.org.

APPLICATION FOR APPOINTMENT TO THE OCEANO COMMUNITY SERVICES DISTRICT VACANCY

If you are interested in serving on the Oceano Community Services District Board of Directors, please complete This application and return it to 1655 Front St Oceano, CA 93445 or by email to carey@oceanocsd.org.

Date Due: October 8, 2026 at 5pm

You will be advised by the district board if your appointment is confirmed. Thank you for your interest.

.....

NAME: Daniel Contreras AGE (optional): _____

RESIDENCE ADDRESS: [REDACTED]

MAILING ADDRESS: [REDACTED]

PHONE (Daytime): [REDACTED] (Evening): _____

E-MAIL: [REDACTED]

Statement of Qualifications: (Briefly describe you qualifications and why you are interested in serving on the Board of Directors.)

I am a Capital Projects Manager for a local public agency with more than fourteen years of public-sector experience. My background has focused on public works projects, operations and maintenance, and capital project delivery. In my current role, I manage a diverse capital improvement program and work closely with consultants, contractors, regulatory agencies, and members of the public. I currently hold a Civil Engineer-in-Training certification, am a Certified Construction Manager, and am completing a degree in Engineering Management.

I am interested in serving on the Oceano Community Services District Board because this community has been home to me for my entire life. I attended Oceano Elementary School as a child and have had the opportunity to watch the community grow and change over the years. I believe I can bring a practical and collaborative perspective to the Board. I would like to use my professional experience in public works and local government to give back to the community and help support its future.

Certification:

I certify that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Signature:  Date: 9/14/2026

RESOLUTION NO. 2026 -

RESOLUTION OF THE BOARD OF DIRECTORS OF THE OCEANO COMMUNITY SERVICES DISTRICT RECOMMENDING DANIEL CONTRERAS TO FILL THE DIVISION 2 VACANCY ON THE BOARD OF DIRECTORS BY WAY OF APPOINTMENT

**THE BOARD OF DIRECTORS
Oceano, California**

WHEREAS, the Board of Directors of Oceano Community Services District (OCSD) is dedicated to providing efficient and effective leadership in the Oceano Community; and; and

WHEREAS, the Board of Directors currently have a vacancy in Division 2 of the District after no candidates filed during the filing period for the November 3, 2026 General Election; and

WHEREAS, the Board of Directors desires to fill that vacancy with a qualified Director; and

WHEREAS, staff posted the Notice of Vacancy in three (3) conspicuous places within the District boundaries including the front window of OCSD, the Oceano Library, the Oceano Community Center and the District website on August 27, 2026; and

WHEREAS, the District received one (1) application by the October 8, 2026 deadline; and

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

Section 1. The Board of Directors hereby certifies the above recitals are true and correct and incorporated herein.

Section 2. The Board of Directors does hereby recommend the appointment of Daniel Contreras to the Division 2 position.

PASSED AND ADOPTED by the Board of Directors at a Regular meeting thereof held this ____ day of October 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSE:

SHIRLEY GIBSON, President

ATTEST:

Board Secretary of the Oceano CSD



Oceano Community Services District

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

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

Date: October 14, 2026

To: Board of Directors

From: Will Clemens, Interim General Manager

Subject: **Agenda Item #10(A):** Adoption of an Ordinance Amending District Code 12 – Solid Waste

Recommendation

It is recommended that the Board:

1. Conduct a public hearing on Ordinance No. 2026-01
2. Waive full reading and Adopt Ordinance No. 2026-01 by title:

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A DETERMINATION UNDER CEQA

Discussion

In September 2016, Governor Brown signed into law SB 1383, which established methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP) in various sectors of California's economy, including waste disposal. This law is the most comprehensive solid waste legislation adopted in California in the last 30 years and expands on the requirements of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Commercial Organics). Organic waste in landfills emits 20% of the state's methane. Organic waste such as food scraps, yard trimmings, paper, and cardboard make up half of what Californians send to landfills. SB 1383 requires reducing organic waste (food waste, green waste, paper products, etc.) disposal by more than 75% by 2025. In addition, the law requires the state to increase edible food recovery by 20% by 2025. From 2016-2020, the California Department of Resources, Recycling and Recovery (CalRecycle) worked to develop regulations to achieve the goals set in SB 1383. CalRecycle finalized the new regulations in November 2020. SB 1383 took effect January 1, 2022, with full compliance from organic waste generators and enforcement for those that have not complied commencing on January 1, 2024.



Oceano Community Services District

Board of Directors Meeting

The District's existing Ordinance was adopted in 2021 and became effective on January 1, 2022. The recommended minor amendments to the Ordinance require all Single-Family Residence Self-Haulers to comply with the Ordinance's record-keeping requirements. This will allow the District to ensure that all Self-Haulers comply with the Ordinance. This Ordinance was introduced at the September 9, 2026 meeting.

Other Agency Involvement

All agencies providing Solid Waste Service are subject to the requirements of SB 1383.

Other Financial Considerations

The recommended changes to the Ordinance have a negligible impact on District finances.

Results

Revisions to the Ordinance help contribute to a safe, healthy, and well-governed community.

Attachments:

1. Ordinance 2026-01

**AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND
TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF
ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND
RECYCLING MATERIALS RULES AND REGULATIONS**

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ORDINANCE 2026-01

**AN ORDINANCE OF THE OCEANO COMMUNITY SERVICES DISTRICT TO AMEND
TITLE 12 OF THE OCEANO COMMUNITY SERVICES DISTRICT CODE OF
ORDINANCES AND ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND
RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A
DETERMINATION OF EXEMPTION UNDER CEQA**

WHEREAS, the Oceano Community Services District ("District") is a community services district duly formed under Government Code Section 61000 et seq. to provide community services within the District's service area; and

WHEREAS, Government Code Section 61600(c) authorizes Community Services Districts to provide the collection and disposal of solid waste; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires jurisdictions to reduce, reuse, and recycle (including composting) Solid Waste generated to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory Commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires Commercial Businesses and Multi-Family Premises that generate a specified threshold amount of Solid Waste, Recyclable Materials, and Organic Materials per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Materials from Commercial Businesses and Multi-Family Premises subject to the law, and requires jurisdictions to implement a mandatory Commercial Organic Materials recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce Organic Waste in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, Multi-Family Premises, Commercial Businesses, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of the SB 1383 statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations; and

WHEREAS, this Ordinance amends Title 12 of the Oceano Community Services District Code of Ordinances and implements rules, regulations, and the requirements of AB 341, AB 1826, and SB 1383.

THE OCEANO COMMUNITY SERVICES DISTRICT DOES HEARBY ORDAIN AS FOLLOWS:

SECTION 1.

Title 12 of the District's Code of Ordinances is hereby amended and superseded as follows:

12.02 GENERAL PROVISIONS

12.02.010 Title of Ordinance

This chapter shall be entitled "Mandatory Solid Waste, Organic Waste, and Recycling Materials Ordinance."

12.02.020 Effective Date

This Ordinance shall be effective commencing on ~~January~~December 1, ~~2022~~2026.

12.02.030 Purpose of the Ordinance

The Purpose of the Ordinance is to assure the continuance of a collection and disposal of Solid Waste, Recyclable Materials, and Organic Waste for the benefit all citizens of the District. It is necessary that rules, regulations, and procedures be established for the health and safety of all residents and guests of the community. Procedures related to the disposal and collection of Solid Waste, Organic Waste, and Recyclable Materials and are established by the Franchisee and all parties subject to this Ordinance are directed to the Franchisee to access general information and to start, change, or verify service.

12.02.040 Definitions

The following words, terms, phrases, and their derivations have the meanings given herein. When consistent with the context, words used in the present tense include the future tense, and words in the singular number include the plural number.

- (a) "Alternative Daily Cover (ADC)" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.
- (b) "Alternative Intermediate Cover (AIC)" has the same meaning as in Section 20700 of Title 27 of the California Code of Regulations.
- (c) "Bulky Item" means discarded appliances (including refrigerators), furniture, tires, carpets, mattresses, Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special collection due to their size or nature, but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the customer and at the service address wherein the Bulky Items are collected. Bulky Items do not include abandoned automobiles, large

auto parts, trees, construction and demolition debris, or items herein defined as Excluded Waste.

- (d) “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions (and others).
- (e) “California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (f) “Cast Offs” means discarded mattresses, couches, chairs, and other household furniture, but does not include rubble or Solid Waste.
- (g) “District Enforcement Official” means the District General Manager, authorized person(s), or the District Designee(s) who is/are partially or whole responsible for enforcing the Ordinance.
- (h) “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility.
- (i) “Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this Section 12.02.040 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) “Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (k) “Compliance Review” means a review of records by the District to determine compliance with this Ordinance.
- (l) “Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), (or any variation thereof) includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.
- (m) “Contractor” means franchisee, organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, affiliates, subsidiaries, and subcontractors.

- (n) "County Enforcement Official" means a county agency enforcement official, if so if designated for enforcing the Ordinance in conjunction or consultation with District Enforcement Official.
- (o) "Customer" means the Person whom Contractor submits its billing invoice to and collects payment from for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.
- (p) "C&D" means construction and demolition debris.
- (q) "County" means the County of San Luis Obispo, a political subdivision of the State of California.
- (r) "Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment, and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.
- (s) "Designee" means a person or entity that the District contracts with or otherwise agrees and arranges to carry out any of the District's responsibilities of this Ordinance as authorized in 14 CCR Section 18981.2. A Designee may be an individual person, a government entity, a hauler, a private entity, or a combination of those entities.
- (t) "Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a collection container and/or at a location for the purposes of collection excluding Excluded Waste.
- (u) "District" means the Oceano Community Services District, which is a California Special District, a form of local government created by a local community to meet a specific need or needs, and all the territory lying within its boundaries as presently existing or as such boundaries may be modified from time to time.
- (v) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this Ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Health and Safety Code, including the California Retail Food Code.
- (w) "Enforcement Action" means an action of District or its Designee to address non-compliance with this Ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (x) “Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the District and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or Ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in District, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose District, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (y) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (z) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.
- (aa) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (bb) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary Food Facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Ordinance.

- (cc) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (dd) “Food Scraps” means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table Food Waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings and other Compostable Organic Waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Food Waste. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (ee) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (ff) “Food-Soiled Paper” is compostable paper material that has come in contact with Food Scraps or liquid, such as, but not limited to, compostable paper plates, napkins, and pizza boxes.
- (gg) “Food Waste” means Source Separated Food Scraps and Food-Soiled Paper.
- (hh) “Food Waste Self-Hauler” means a Self-Hauler who generates and hauls, utilizing their own employees and equipment, an average of one cubic yard or more per week, or 6,500 pounds or more per quarter of their own Food Waste to a location or facility that is not owned and operated by that Self-Hauler. Food Waste Self-Haulers are a subset of Self-Haulers.
- (ii) “Franchisee” means the person, entity, or Company with a Franchise Agreement to collect, receive, carry, haul or transport Discarded Materials within the District and shall include the agents or employees of the Franchisee.
- (jj) “Franchise Agreement” means an agreement with a Franchisee.
- (kk) “Generator” means a person or entity that is responsible for the initial creation of one or more types of Discarded Materials.

- (ll) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (mm) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the District’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (nn) “Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant", or "toxic substances", or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.
- (oo) “Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as solar panels from residential premises, and Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.
- (pp) “High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

- (qq) “Infectious Waste” means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having a communicable disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposable fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and/or (c) surgical operating room pathologic specimens - including recognizable anatomical parts, human tissue, anatomical human remains and disposable materials from hospitals, clinics, outpatient areas and emergency rooms, as defined in 14 CCR Section 17225.36.
- (rr) “Inspection” means a site visit where a District reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Recyclable Materials, Organic Waste, Solid Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ss) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Ordinance.
- (tt) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Ordinance.
- (uu) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of District or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

- (vv) “Multi-Family Residential Dwelling” or “Multi-Family” or “MFD” means of, from, or pertaining to residential Premises with five (5) or more dwelling units including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with five (5) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ww) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (xx) “Occupant” means the Person who occupies a Premises.
- (yy) “Organic Materials” means Yard Trimmings and Food Waste, individually or collectively that are set aside, handled, packaged, or offered for collection in a manner different from Solid Waste for the purpose of processing. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Material and Solid Waste. Organic Materials are a subset of Organic Waste.
- (zz) “Organic Materials Container” shall be used for the purpose of storage and collection of Source Separated Organic Materials.
- (aaa) “Organic Waste” means wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).
- (bbb) “Owner” means the Person(s) holding legal title to real property and/or any improvements thereon and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.
- (ccc) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (ddd) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars,

brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

- (eee) “Premises” means and includes any land, building and/or structure, or portion thereof, in the District where Discarded Materials are produced, generated, or accumulated. All structures on the same legal parcel, which are owned by the same person shall be considered as one Premises.
- (fff) “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable Source Separated Recyclable Materials for the District’s Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable Source Separated Organic Materials for the the District’s Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organic Materials to be placed in the District’s Organic Materials Container and/or Recyclable Materials Container; and, (iv) Excluded Waste placed in any container.
- (ggg) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (hhh) “Recyclable Materials” means those Discarded Materials that the Generators set out in Recyclables Containers for Collection for the purpose of Recycling by the Service Provider and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to by-products or discards set aside, handled, packaged or offered for Collection from Residential, Commercial, governmental or industrial customers in a manner different from Solid Waste. Including, but not limited to, aluminum, newspaper, clear and colored glass, tin and bi-metal, all plastic containers (except polystyrene), cardboard, chipboard, magazines, mixed paper (including magazines, phone books and junk mail) and motor oil and filters.. For the purpose of collection of Recyclable Materials through contractor’s collection services, recyclable materials shall be limited to those materials identified by the collection contractor as acceptable recyclable materials.
- (iii) “Recyclable Materials Container” shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (jjj) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

- (kkk) “Refuse” includes garbage, recyclables, green waste, Cast Offs, and/or Rubble.
- (lll) “Residential” shall mean of, from, or pertaining to a Single-Family Premises or Multi-Family Premises including Single-Family homes, apartments, condominiums, Townhouse complexes, mobile home parks, and cooperative apartments.
- (mmm) “Responsible Party” means the Owner, property manager, tenant, lessee, Occupant, or other designee that subscribes to and pays for Recyclable Materials, Organic Materials, and/or Solid Waste collection services for a Premises in the District, or, if there is no such subscriber, the Owner or property manager of a Single-Family Premises, Multi-Family Premises, or Commercial Premises. In instances of dispute or uncertainty regarding who is the Responsible Party for a Premises, Responsible Party shall mean the Owner of a Single-Family Premises, Multi-Family Premises, or Commercial Premises.
- (nnn) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-Premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (ooo) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ppp) “Rubble” means and includes all debris from the construction, demolition or alteration of buildings, earth, rocks or incinerator ashes, brick, mortar, concrete and similar solid material.
- (qqq) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (rrr) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (sss) “Self-Haul” means to act as a Self-Hauler.
- (ttt) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or Recyclable Material they have generated to another ~~person~~facility. Self-hauler

also includes a landscaper, or a person who back-hauls waste. Back-haul means generating and transporting Recyclable Materials or Organic Waste to a destination owned and operated by the Generator or Responsible Party using the Generator's or Responsible Party's own employees and equipment.

- (uuu) "Service Level" refers to the size of a Customer's Container and the frequency of Collection service.
- (vvv) "Single-Family" or "SFD" refers to any detached or attached house or residence of four (4) units or less designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential structures, regardless of whether each unit is separately billed for their specific Service Level.
- (www) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
 - (4) Recyclable Materials, Organic Materials, and Construction and Demolition Debris when such materials are Source Separated.

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe

Collection, Recycling, treatment, and Disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

- (xxx) “Solid Waste Container” shall be used for the purpose of storage and collection of Solid Waste.
- (yyy) “Source Separated” or “Source-Separated (materials)” means materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Ordinance, Source Separated shall include separation of materials by the Generator, Responsible Party, or Responsible Party’s employee, into different containers for the purpose of collection such that Source-Separated materials are separated from Solid Waste for the purposes of collection and processing.
- (zzz) “Source Separated Organic Materials” means Organic Materials that are Source Separated and placed in an Organic Materials Container.
- (aaaa) “Source Separated Recyclable Materials” means Recyclable Materials that are Source Separated and placed in a Recyclable Materials Container.
- (bbbb) “Standard Container” means Organic Waste Containers, Recyclable Materials Containers, and Organic Waste Containers approved by the District and/or the Franchisee.
- (cccc) “State” means the State of California.
- (dddd) “Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (eeee) “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Ordinance.

(ffff) “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large Venue.

(5) Large Event.

(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Ordinance.

(gggg) “Ton” or “Tonnage” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

(hhhh) “Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(iiii) “Yard Trimmings” or “Green Waste” means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in District Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include

items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed six (6) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container. Acceptable Yard Trimmings may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the District.

12.04 MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING SERVICE

12.04.010 Requirements for Single-Family Premises

- (a) Except Responsible Parties of Single-Family Premises that meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance, Responsible Parties of Single-Family Premises shall comply with the following requirements:
 - (1) Subscribe to and pay for District's three-container collection services for weekly collection of Recyclable Materials, Organic Materials, and Solid Waste generated by the Single-Family Premises and comply with requirements of those services as described below in Section 12.04.010(a)(2). District and its Designee(s) shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Parties for Single-Family Premises shall adjust their Service Level for their collection services as requested by the District.
 - (2) Participate in the District's three-container collection service(s) in the manner described below.
 - (i) Place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to place, Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place, or, if Responsible Party is not an occupant of the Single-Family Premises, direct its Generators to not place Prohibited Container Contaminants in collection containers and not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (b) Nothing in this Section prohibits a Responsible Party or Generator of a Single-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

- (c) The requirements of this Section 12.04.010 may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

12.04.020 Requirements for Multi-Family Residential Dwellings

- (a) Responsible Parties of Multi-Family Premises shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, and tenants. Responsible Parties of Multi-Family Premises may receive waivers pursuant to Section 12.04.040 for some requirements of this Section.
- (b) Except for Responsible Parties of Multi-Family Premises that meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance, including hauling services arranged through a landscaper, Responsible Parties of Multi-Family Premises shall:
 - (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Multi-Family Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of the Multi-Family Premises' collection containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of a Multi-Family Premises shall adjust their Service Level for their collection services as requested by the District or its Designee.
 - (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
- (c) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
- (d) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
 - (1) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the

Multi-Family Premises' approach to complying with Self-Hauler requirements in Section 12.04.080 of this Ordinance.

- (2) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (3) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.
 - (4) Provide or arrange access for the District and/or its Designee(s) to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (e) If the Responsible Party of a Multi-Family Premises wants to Self-Haul, meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance.
- (f) Multi-family Premises that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) that arrange for gardening or landscaping services shall require that the contract or work agreement between the Owner, Occupant, or operator of a Multi-Family Premises and a gardening or landscaping service specifies that the designated organic materials generated by those services be managed in compliance with this chapter.
- (g) Nothing in this Section prohibits a Responsible Party or Generator of a Multi-Family Premises from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

12.04.030 Requirements for Commercial Businesses

- (a) Responsible Parties of Commercial Businesses shall provide or arrange for Recyclable Materials, Organic Materials, and Solid Waste collection services consistent with this Ordinance and for employees, contractors, tenants, and customers. Responsible Parties of Commercial Premises may receive waivers pursuant to Section 12.04.040 for some requirements of this Section.
- (b) Except Responsible Parties of Commercial Businesses that meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance, including hauling

services arranged through a landscaper, Responsible Parties of Commercial Premises shall:

- (1) Subscribe to and pay for the District's three or more-container collection services and comply with requirements of those services for all Recyclable Materials, Organic Materials, and Solid Waste generated at the Commercial Premises as further described below in this Section. The District and its Designee(s) shall have the right to review the number and size of a Commercial Premises' containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials. The Responsible Party of the Commercial Business shall adjust their Service Level for their collection services as requested by the District or its Designee.
- (2) Participate in the District's three or more-container collection service(s) for at least weekly collection of Recyclable Materials, Organic Materials, and Solid Waste in the manner described below.
 - (i) Place and/or direct its Generators to place Source Separated Organic Materials, including Food Waste, in the Organic Materials Container; Source Separated Recyclable Materials in the Recyclable Materials Container; and Solid Waste in the Solid Waste Container.
 - (ii) Not place and/or direct its Generators to not place Prohibited Container Contaminants in collection containers and to not place materials designated for the Organic Materials Containers or Recyclable Materials Containers in the Solid Waste Containers.
- (3) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 12.04.030(b)(4)(i)) and 12.04.030(b)(4)(ii) below) for employees, contractors, tenants, and customers, consistent with the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste Container collection service or, if Self-Hauling, consistent with the Commercial Premises' approach to complying with Self-Hauler requirements in Section 12.04.080 of this Ordinance.
- (4) Provide containers for customers for the collection of Source Separated Recyclable Materials and Source Separated Organic Materials in all indoor and outdoor areas where Solid Waste containers are provided for customers, for materials generated by that Commercial Business. Such containers shall be visible and easily accessible. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, as demonstrated through an approved de minimis waiver per

Section 12.04.040(a), then the Responsible Party of the Commercial Business does not have to provide that particular container in all areas where Solid Waste containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the Responsible Party of the Commercial Business shall have either:

- (i) A body or lid that conforms with the container colors provided through the collection service provided by the District, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. The Responsible Party of the Commercial Business is not required to replace functional containers that do not comply with the requirements of this subsection prior to whichever of the following comes first: (i) the end of the useful life of those containers, or (ii) January 1, 2036.
 - (ii) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (5) To the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the District's Recyclable Materials Container, Organic Materials Container, and Solid Waste collection service or, if Self-Hauling, per the instructions of the Commercial Business's Responsible Party to support its compliance with Self-Hauler requirements in Section 12.04.080 of this Ordinance.
 - (6) Periodically inspect Recyclable Materials Containers, Organic Materials Containers, and Solid Waste Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
 - (7) Annually provide information to employees, contractors, tenants, and customers about Recyclable Materials and Organic Waste Recovery requirements and about proper sorting of Recyclable Materials, Organic Materials, and Solid Waste.
 - (8) Provide education information before or within fourteen (14) days of occupation of the Premises to new tenants that describes requirements to Source Separate Recyclable Materials and Organic Materials and to

keep Source Separated Organic Materials and Source Separated Recyclable Materials separate from each other and from other Solid Waste (when applicable) and the location of containers and the rules governing their use at each property.

- (9) Provide or arrange access for the District or its Designee to their properties during all Inspections conducted in accordance with this Ordinance to confirm compliance with the requirements of this Ordinance.
- (c) If the Responsible Party of a Commercial Business wants to Self-Haul, meet the Self-Hauler requirements in Section 12.04.080 of this Ordinance.
- (d) Nothing in this Section prohibits a Responsible Party or a Generator of a Commercial Business from preventing or reducing Discarded Materials generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (e) Responsible Parties of Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 12.04.050 of this Ordinance.

12.04.040 Waivers for Multi-Family Premises and Commercial Premises

- (a) De Minimis Waivers for Multi-Family Premises and Commercial Premises. The District and/or its Designee, may waive a Responsible Party's obligation to comply with some or all Recyclable Materials and Organic Waste requirements of this Ordinance if the Responsible Party of the Commercial Business or Multi-Family Premises provides documentation that the Commercial Business or Multi-Family Premises meets one of the criteria in subsections (1) and (2) below. For the purposes of subsections (1) and (2), the total Solid Waste shall be the sum of weekly container capacity measured in cubic yards for Solid Waste, Recyclable Materials, and Organic Materials collection service. Hauling through paper shredding service providers or other incidental services may be considered in granting a de minimis waiver.
 - (1) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is two (2) cubic yards or more per week and Recyclable Materials and Organic Materials subject to collection in Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than twenty (20) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than twenty (20) gallons per week or Organic Materials in the Organic Materials stream are less than twenty (20) gallons per week); or,

- (2) The Commercial Business's or Multi-Family Premises' total Solid Waste collection service is less than two (2) cubic yards per week and Recyclable Materials and Organic Materials subject to collection in a Recyclable Materials Container(s) or Organic Materials Container(s) comprises less than ten (10) gallons per week per applicable material stream of the Multi-family Premises' or Commercial Business's total waste (i.e., Recyclable Materials in the Recyclable Materials stream are less than ten (10) gallons per week or Organic Materials in the Organic Materials stream are less than ten (10) gallons per week).
- (b) Physical Space Waivers. The District and/or District's Designee may waive a Commercial Business's or Multi-Family Premises' obligation to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the District or its Designee has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Recyclable Materials Containers and/or Organic Materials Containers required for compliance with the Recyclable Materials and Organic Materials collection requirements of Section 12.04.020 or 12.04.030 as applicable.
- (c) Review and Approval of Waivers. Waivers shall be granted to Responsible Parties by the District's Designee, or the District if there is no Designee, according to the following process:
 - (1) Responsible Parties of Premises seeking waivers shall submit a completed application form to the District and/or its Designee for a waiver. The waiver shall be considered based upon the following criteria: (1) the waiver type requested; (2) type(s) of collection services for which the party is requesting a waiver; (3) the reason(s) for such waiver; (4) documentation supporting the request for a waiver; (5) any pertinent facts or circumstances; (6) harmony with the intent of this Ordinance; and (7) any other factors deemed relevant by the District and/or its Designee. The District or its Designee shall have sole discretion in determining to grant or not grant a waiver.
 - (2) Upon waiver approval, the District and/or its shall specify that the waiver is valid for the following duration:
 - (i) For Commercial Premises, five (5) years, or if property ownership changes, or if occupancy changes, whichever occurs first.
 - (ii) For Multi-Family Premises, five (5) years, or if property ownership changes, or if the property manager changes, whichever occurs first.
 - (3) Waiver holder shall notify the District's Designee, or the District if there is no Designee, if circumstances change such that Commercial

Business's or Multi-Family Premises' may no longer qualify for the waiver granted, in which case waiver will be rescinded.

- (4) Any waiver holder must cooperate with the District and/or its Designee for any on-site assessment of the appropriateness of the waiver.
- (5) Waiver holder shall reapply to the District's Designee, or the District if there is no Designee, for a waiver upon the expiration of the waiver period and shall submit any required documentation, and/or fees/payments as required by the District and/or its Designee. Failure to submit a completed application shall equate to an automatic denial of said application.
- (6) The District's Designee, or the District if there is no Designee, may revoke a waiver upon a determination that any of the circumstances justifying a waiver are no longer applicable.
- (7) If the District's Designee does not approve a waiver application or revokes a waiver, the applicant may appeal the decision for additional review to the District General Manager. The District may, after meeting and conferring with its Designee, direct the Designee to approve the waiver application and/or repeal the revocation of the waiver.

12.04.050 Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed. Food that is donated shall be free from adulteration, spoilage, and meet the food safety standards of the California Health and Safety Code. Food cannot be donated if it is not in compliance with the food safety standards of the California Health and Safety Code, including food that is returned by a customer, has been served or sold and in the possession of a consumer, or is the subject of a recall.

- (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator Self-Hauls to the Food Recovery Organization for Food Recovery.
- (3) Not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow the District, its agents, or the District's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (i) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (ii) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (iii) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - (A) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (B) The types of food that will be collected by or Self-Hauled to the Food Recovery Service or Food Recovery Organization.
 - (C) The established frequency that food will be collected or Self-Hauled.
 - (D) The quantity of food, measured in pounds recovered per month, collected or Self-Hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (6) Maintain records required by this Section for five (5) years.
- (7) No later than January 31 of each year commencing no later than January 31, 2023, for Tier One Commercial Edible Food Generators and January 31, 2025, for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the District or its Designee that includes the following information:

- (i) The amount, in pounds, of edible food donated to a Food Recovery Service or Food Recovery Organization annually; and,
 - (ii) The amount, in pounds of edible food rejected by a Food Recovery Service or Food Recovery Organization annually.
 - (iii) Any additional information required by the District Manager or their Designee.
- (d) Nothing in this Ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

12.04.060 Requirements for Food Recovery Organizations and Services

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
 - (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Maintain records required by this Section for five years.
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the District it is located in and the District's Designee, if applicable, the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b). The annual report shall be submitted to the District and the District's Designee, if applicable, no later than January 31 of each year.
- (e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the District that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the District shall provide information and consultation to the District and District's Designee, if applicable, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the District and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the District and/or its Designee shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the District.
- (f) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the District and contract with or have written agreements with one or more Commercial Edible Food Generators shall include language in all agreements with Tier 1 and Tier 2 edible food generators located in the District identifying and describing the California Good Samaritan Act of 2017.
- (g) Nothing in this chapter prohibits a Food Recovery Organization or Food Recovery Service from refusing to accept Edible Food from a Commercial Edible Food Generator.

12.04.070 Requirements for Haulers and Facility Operators

- (a) Requirements for Haulers
 - (1) Franchise hauler(s) providing Recyclable Materials, Organic Waste, and/or Solid Waste collection services to Generators within the District's

boundaries shall meet the following requirements and standards as a condition of approval of its contract, agreement, permit, or other authorization with the District to collect Recyclable Materials, Organic Materials, and/or Solid Waste:

- (i) Through written notice to the District annually on or before January 1 of each year, identify the facilities to which they will transport Discarded Materials, including facilities for Source Separated Recyclable Materials, Source Separated Organic Materials, and Solid Waste unless otherwise stated in the franchise agreement, contract, permit, or license, or other authorization with the District.
- (ii) Transport Source Separated Recyclable Materials to a facility that recovers those materials; transport Source Separated Organic Materials to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2; transport Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste; and transport manure to a facility that manages manure in conformance with 14 CCR Article 12 and such that the manure is not landfilled, used as Alternative Daily Cover (ADC), or used as Alternative Intermediate Cover (AIC).
- (iii) Obtain approval from the District to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, and Section 12.04.080 of this Ordinance.

- (2) Franchise hauler(s) authorized to collect Recyclable Materials, Organic Materials, and/or Solid Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, or other agreement entered into with the District.

(b) Requirements for Facility Operators and Community Composting Operations

- (1) Owners of facilities, operations, and activities located in the District's boundaries that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon District request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the District shall respond within 60 days.

- (2) Community Composting operators with operations located in the District's boundaries, upon District request, shall provide information to the District to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the District shall respond within 60 days.
- (3) Owners of facilities, operations, and activities located in the District's boundaries that receive Recyclable Materials, Organic Materials, and/or Solid Waste shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle under 14 CCR.

12.04.080 Self-Hauler Requirements

- ~~(a)~~ Each self-hauler shall obtain a permit from the General Manager. Self-haulers must renew their permit no later than June 30 each fiscal year. The permit fee is set at \$100 and as amended in future fee adjustments.
- ~~(b)~~ The application for a self-hauler permit, whether upon initial application or renewal, shall include the following: (a) a list of all bins, carts, roll off boxes and other containers to be used by the self-hauler; (b) a list of all transportation and disposal equipment to be used by the self-hauler; (c) a written explanation of where all solid waste will be delivered for disposal, processing and/or diversion; (d) a written plan explaining to the reasonable satisfaction of the General Manager; and (e) any other information deemed necessary by the General Manager to ensure protection of public health, safety and sanitary needs.
- ~~(a)(c)~~ Every Self-Hauler shall Source Separate its Recyclable Materials and Organic Materials (materials that District otherwise requires Generators or Responsible Parties to separate for collection in the District's Recyclable Materials and Organic Materials collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Section 18984.1 and the District's collection program. Self-Haulers shall deliver their materials to facilities described in subsection (b) below, no less frequently than weekly. Alternatively, Self-Haulers may or choose not to Source Separate Recyclable Materials and Organic Materials and shall haul its Solid Waste (that includes Recyclable Materials and Organic Materials) to a High Diversion Organic Waste Processing Facility subject to advance written approval by the District.
- ~~(b)(d)~~ Self-Haulers that Source Separate their Recyclable Materials and Organic Materials shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; haul their Source Separated Organic Waste to a facility, operation, activity, or property that processes or recovers Source Separated Organic Waste; and haul their Solid Waste to a disposal facility or transfer facility or operation that processes or disposes of Solid Waste.
- ~~(c)(e)~~ Self-Haulers ~~that are Responsible Parties of Commercial Businesses or Multi-Family Premises~~ shall keep records of the amount of Recyclable Materials,

Organic Waste, and Solid Waste delivered to each facility, operation, activity, or property that processes or recovers Recyclable Materials and Organic Waste and processes or disposes of Solid Waste or shall keep records of Solid Waste delivered to High Diversion Organic Waste Processing Facilities. These records shall be subject to review by the District and/or its Designee(s). The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the Recyclable Materials, Organic Materials, and Solid Waste.
- (2) The amount of material in cubic yards or Tons transported by the Generator or Responsible Party to each entity.
- (3) If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Recyclable Materials, Organic Materials, and Solid Waste.

~~(d)~~(f) Self-Haulers shall retain all records and data required to be maintained by this Section for no less than five (5) years after the Recyclable Materials, Organic Materials, and/or Solid Waste was first delivered to the facility accepting the material.

~~(e)~~(g) Self-Haulers ~~that are Commercial Businesses or Multi-Family Premises~~ shall provide copies of records required by this Section to the District if requested by the District General Manager and shall provide the records at the frequency requested by the District General Manager.

~~(f)~~ ~~A Single-Family Generator or Single-Family Responsible Party that Self-Hauls Recyclable Materials, Organic Waste, or Solid Waste is not required to record or report information in Section 12.04.080(c) and (d).~~

~~(g)~~(h) Pursuant to 14 CCR Section 18815.9, Food Waste Self-Haulers are required to maintain records and report to CalRecycle information on the Tons of Food Waste Self-Hauled and the facilities or each use of such material. Food Waste Self-Haulers shall provide to the District, on a quarterly basis, copies of all reports they are required to report to CalRecycle.

12.06 INSPECTIONS AND INVESTIGATIONS

12.06.010 Inspections and Investigations

- (a) The District representatives or its Designee(s) are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to

confirm compliance with this Ordinance by Generators, Responsible Parties of Single-Family Premises, Responsible Parties of Commercial Businesses, Responsible Parties of Multi-Family Premises, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow District or its Designee to enter the interior of a private residential property for Inspection.

- (b) Entities regulated by this Ordinance shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the District's representative or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, inspection of Edible Food Recovery activities, review of required records, or other verification or Inspection to confirm compliance with any other requirement of this Ordinance. Failure of a Responsible Party to provide or arrange for: (i) access to an entity's Premises; or (ii) access to records for any Inspection or investigation is a violation of this Ordinance and may result in penalties described in Section 12.12.010.
- (c) Any records obtained by the District or its Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) The District representatives or their Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Ordinance, subject to applicable laws.
- (e) The District or its Designee shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
- (f) The District representatives and/or their Designee are authorized to provide informational notices to entities regulated by this Ordinance regarding compliance with this Ordinance.

12.08 COLLECTION OF RATES AND CHARGES

12.08.010 Collection Rates and Collection Of Delinquent Fees And Charges

- (a) Collection rates, fees and charges for solid waste collection and disposal shall be established pursuant to the California Constitution Article XIID and set by the Franchisee.
- (b) Once each year, prior to a date established by the District, the Franchisee shall take the following actions to collect delinquent solid waste collection and disposal accounts:

- (1) Present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) within the District whose accounts are more than one hundred twenty days past due;
 - (2) Send a certified letter requesting payment to each Responsible Party and/or Owner with a delinquent account;
 - (3) At least thirty days after receiving delivery certification for payment requests, present to the District a list of Responsible Parties and/or Owners (with corresponding parcel numbers) whose accounts are still past due.
- (c) After the Franchisee has completed all of the actions listed in Paragraph (a), the District Board of Directors will adopt a resolution authorizing the County Auditor to place the delinquent accounts upon the tax roll. The Franchisee shall bear the full cost of any fees charged by the County Auditor to place the delinquent accounts on the tax roll.

12.08.020 Franchise for Collection – Authorization

- (a) A Franchise, exclusive or nonexclusive, for the collection and disposal of solid waste may be granted and/or authorized by the District or its Designee.
- (b) No person shall collect, or enter into an agreement to collect, or provide for the collection or disposal of Discarded Materials, unless such person is authorized by the District to operate within the District by means of a Franchise Agreement.

12.10 RULES AND REGULATIONS

12.10.010 Regulations For Accumulation Of Solid Waste, Cast Offs, Rubble, And Refuse

- (a) No Responsible Party, Generator, or Owner of property shall allow the following to be accumulated on any property, lot, parcel, or Premises:
 - (1) Solid waste of any kind, unless the same shall be in a Solid Waste Container.
 - (2) Discarded mattresses, couches, chairs, and other household furniture.
 - (3) Construction material, demolition material, Rubble, Refuse, and/or debris.
 - (4) Hazardous Materials of any kind.
 - (5) Bulky Items and Cast Offs.
- (b) No Responsible Party, Generator, or Owner shall dispose of Solid Waste, Recyclable Materials, or Organic Waste by:

- (1) Causing it to be placed on another's lot, parcel, or Premises.
 - (2) Causing it to be deposited in or near litter receptacles placed by the District in public places for incidental use by pedestrians or vehicular traffic;
 - (3) Causing it to be deposited on any public or private place, street, lane, alley, or drive.
 - (4) Causing it to be placed into any standard container other than those in possession of such Responsible Party or Generator unless permission for such use is granted by the Commercial or Residential Customer in possession of the Standard Container(s).
- (c) The Responsible Party and/or Owner of a developed or non-developed (vacant) lot or parcel of land shall be liable for paying the costs, including administrative costs and attorneys' fees for the removal of Solid Waste, Refuse, Cast Offs, and Rubble that accumulates on his/her property in violation of this section, if said waste is not removed after notice, as provided in Section 12.10.020.

12.10.020 Clearing Of Accumulated Solid Waste And Rubble

- (a) The accumulation of Solid Waste, Refuse, Cast Offs, and/or Rubble in violation of this Ordinance is hereby declared to be a public nuisance.
- (b) The District or its Designee is authorized and empowered to notify the Owner, his or her agent, or person in control of any lot, parcel, or Premises within the District, and direct them to dispose of Solid Waste, Refuse, Cast Offs, and/or Rubble that has accumulated in violation of this Section 12.10.020. Such notice shall be given by posting the lot, parcel, or Premises and by certified mail addressed to the Responsible Party and/or Owner, his or her agent, at his or her last known address, or by personal service on the owner, agent, person in control or occupant of the property or Premises.
- (c) The notice shall describe the work to be done and shall state that if the work is not commenced within ten calendar days after receipt of notice and diligently prosecuted to completion without interruption, the District and/or its Designee shall notify the County Environmental Health Department to commence abatement proceedings. Cost of said abatement, including administrative costs and attorneys' fees, shall be a lien on the property. The notice shall be substantially in the following form:

NOTICE TO REMOVE SOLID WASTE REFUSE, CAST OFFS, AND/OR RUBBLE

The owner of the property commonly known as: _____ is hereby ordered to properly dispose of the solid waste matter, refuse, cast offs, and/or rubble located on the property, to wit: (type of waste matter to be disposed of) within ten calendar days from the date hereof. If the disposal of the solid waste matter, cast-offs, and/or rubble herein described is not commenced and diligently prosecuted to completion within the time fixed herein, the District Operations Supervisor will apply to the County of San Luis Obispo Environmental Health Department for an order to abate said nuisance, and the costs of such abatement shall become a charge against the property, and shall be made a special assessment against the property. Said special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary County taxes, and shall be subject to the same procedures as foreclosure and sale in the case of delinquency as is provided for ordinary County taxes.

If you should have any questions, please contact the undersigned at (805) 481-6730.

Date: _____

District Operations Supervisor

cc: San Luis Obispo County Environmental Health Department

- (d) The District shall cause to be kept in his/her office a permanent record containing:
 - (1) a description of each parcel, property, or Premises for which notice to dispose of waste matter has been given;
 - (2) the name of the Owner, if known;
 - (3) the date the matter was referred to the San Luis Obispo County Department of Environmental Health;
 - (4) action taken by the County Department of Environmental Health. Each such entry shall be made as soon as practicable after completion of such act.
- (e) The County of San Luis Obispo Environmental Health Department is hereby authorized to enforce all abatement proceedings authorized by this section.

12.10.030 Storage And Placement Of Standard Containers For Pick-Up

- (a) All residential Standard Containers shall be placed for collection along the street in front of the premises or the rear alley, when applicable, only on the date established for the collection of solid waste on the particular route, or after 5:30 P.M. on the day immediately prior to such collection, and shall not remain

thereon for more than twelve (12) hours after it has been emptied unless special in yard service has been contracted for.

- (b) Any Container placed for collection along a street or roadway shall be placed within three feet of the edge of the street or roadway, without causing a safety hazard. In the event that automated service is provided in the District, Containers shall be placed in accordance with guidelines established by the Franchisee and approved by the District.
- (c) Upon collection, the Franchisee shall place all Standard Containers approximately 3 feet from the edge of the street or roadway, to avoid creating a safety hazard.
- (d) No person other than a Franchisee or Customer shall interfere in any manner with any Standard Container or the contents thereof, or remove any Discarded Materials from the location where it was placed by the Customer or Franchisee, nor remove the contents of any Standard Container.

12.10.040 Unlawful Collection

- (a) A Franchisee shall not be required to collect Hazardous Waste, or dangerous materials as part of its regular collection activity. Liquid and dry caustics, acids, biohazardous, flammable, explosive materials, insecticides, and similar substances shall not be deposited in Standard Containers. Any person collecting such substances shall store, handle and dispose of such materials in accordance with local, state and federal law and shall obtain all necessary local, state and federal permits therefor.
- (b) A Franchisee shall not be required to collect Infectious Waste (as defined in California Health and Safety Code Section 7054.4, as amended from time to time, or any successor provision or provisions thereto) as part of its regular collection activity. Anyone producing such wastes shall store, handle and dispose of such materials only in the manner approved by the County health officer or designated deputy, and in accordance with local, state and federal law and with all necessary local, state and federal permits.

12.10.050 Condition of Collection Trucks

Every truck used by a Franchisee in the collection and removal of Discarded Materials shall be kept well painted, clean, and in good operating condition.

12.10.060 Exceptions

- (a) Nothing in this Ordinance shall be deemed to prohibit the removal and hauling by a licensed person pursuant to the terms and conditions of this Ordinance.
- (b) Nothing in this Ordinance shall be construed to prohibit any producer of Solid Waste, Cast Offs, Rubble, or Refuse from hauling the same to a permitted disposal site pursuant to the terms and conditions of this Ordinance.

- (c) Nothing in this Ordinance shall be construed to prohibit the collection and removal of Yard Trimmings or Green Waste by individual residents and by individuals doing business as professional landscapers, when the collection is directly related to their work and done pursuant to the terms and conditions of this Ordinance.
- (d) Nothing in this Ordinance shall limit the right of Generator, Responsible Party, Owner, or Commercial Business, or other entity to donate, sell or otherwise dispose of Solid Waste provided that any such disposal is in accordance with the provisions of this Ordinance.

12.12 VIOLATIONS AND PENALTIES

12.12.010 Enforcement

- (a) Violation of any provision of this Ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by the District or its Designee, - for each and every day, or any portion thereof, of which any violation of any provision of this chapter is committed, continued, or permitted by such person, and shall be punishable as misdemeanor or an infraction, at the discretion of the General Manager and/or Designee.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as a misdemeanor or infraction. The District may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The District may, at its option, choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of the District's staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this Ordinance may be undertaken by the District General Manager or its Designee, agent, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by a County Enforcement Official if so designated by the District.
 - (3) The District General Manager and/or its Designee may issue Notices of Violation(s).
- (d) Process for Enforcement
 - (1) The District General Manager and/or its Designee will monitor compliance with the Ordinance through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. The District General Manager and/or the County Enforcement Officials

and/or its designee may also monitor compliance with the Ordinance randomly.

- (2) The District may issue an official notification to notify regulated entities of its obligations under the Ordinance.
- (3) For incidences of Prohibited Container Contaminants found in containers, the District or its Designee will issue an informational notice of contamination to any Generator or Responsible Party found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within seven (7) days after determining that a violation has occurred. If the District, the County or their designee observes Prohibited Container Contaminants in a Responsible Party's containers on more than three (3) consecutive occasion(s), the District/County may assess contamination processing fees or contamination penalties on the Generator.
- (4) With the exception of violations of contamination of container contents addressed under Section 12.12.010(k), the District shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the District shall commence an action to impose penalties, via an administrative citation and fine, pursuant to Section 12.12.010(k), Table 1, List of Example Violations.
- (6) Notices shall be sent to "Owner" at the official address of the owner maintained by the tax collector for the County Assessor or if no such address is available, to the owner at the address of the Multi-Family Premises or Commercial Premises or to the Responsible Party for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows, as prescribed by 14 CCR Section 18997.2 and any other applicable code or regulation:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The District may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City/County is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the Districts formal or informal procedures for appeals of administrative citations. Evidence may be presented at the hearing. The District will appoint a hearing officer who shall conduct the hearing and issue a final written order.

~~(i) Education Period for Non-Compliance~~

~~Beginning January 1, 2022 and through December 31, 2023, the District or its Designee will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the District or its Designee determines that Generator, Responsible Party, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.~~

~~(i)~~(i) Civil Penalties for Non-Compliance

~~Beginning January 1, 2024, if~~ the District determines that a Generator, Responsible Party, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

~~(i)~~(i) Enforcement Table

Table 1. List of Example Violations

Requirement	Description of Violation
Commercial Business Multi-Family Premises Responsibility Requirement Sections 12.04.020 and 12.04.030	Responsible Party for a Commercial Business or Multi-Family Premises fails to provide or arrange for Organic Waste collection services consistent with District requirements and as outlined in this Ordinance, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator or Responsible Party Requirement Section 12.04.010, 12.04.020, and 12.04.030	Organic Waste Generator or Responsible Party fails to comply with requirements pursuant to this Ordinance.
Hauler Requirement Section 12.04.070	A hauler providing Single-Family, Multi-Family or Commercial collection service fails to transport Discarded Materials to a facility, operation, activity, or

Requirement	Description of Violation
	property that recovers Organic Waste, as prescribed by this Ordinance.
Hauler Requirement Section 12.04.070	A hauler providing Single-Family, Multi-Family or Commercial Recyclable Materials, Organic Materials, or Solid Waste collection service fails to obtain applicable approval issued by the District to haul Recyclable Materials, Organic Materials, or Solid Waste as prescribed by this Ordinance.
Hauler Requirement Section 12.04.070	A hauler fails to keep a record of the applicable documentation of its approval by the District, as prescribed by this Ordinance.
Self-Hauler Requirement Section 12.04.080	A Generator or Responsible Party who is a Self-Hauler fails to comply with the requirements of this Ordinance.
Commercial Edible Food Generator Requirement Section 12.04.050	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 12.04.050	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and/or fails to comply with other requirements of this Ordinance commencing Jan. 1, 2024.
Commercial Business Responsible Party, Multi- Family Premises Responsible Party, Commercial Edible Food Generator, Food Recovery	Failure to provide or arrange for access to an entity's Premises for any Inspection or investigation.

Requirement	Description of Violation
Organization or Food Recovery Service Sections 12.04.020, 12.04.030, 12.04.050, 12.04.060, and 12.06.010	
Recordkeeping Requirements for Commercial Edible Food Generator Section 12.04.050	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 12.04.050 of this Ordinance.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 12.04.060	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 12.04.060 of this Ordinance.

SECTION 2. CalRecycle Issued Waivers

Certain provisions of this Ordinance may be subject to a low-population waiver pursuant to Article 3 in Title 14 of the California Code of Regulations, Sections 18984 through 18984.13. Please contact the District for verification.

SECTION 3. CEQA

The District finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced waste disposal regulations, as provided for in this Ordinance will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of waste materials, represent actions by a regulatory agency for the protection of the environment.

SECTION 4. Severability

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The District hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Effective Date

This Ordinance shall be effective commencing on ~~January~~ December 1, ~~2022~~2026.