



**SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT**

Post Office Box 339, Oceano, California 93475-0339
1600 Aloha Oceano, California 93445-9735
Telephone (805) 489-6666 FAX (805) 489-2765
www.sslocsd.org

AGENDA

BOARD OF DIRECTORS MEETING

City of Arroyo Grande, City Council Chambers
215 East Branch Street
Arroyo Grande, California 93420

Wednesday, December 16, 2015 at 6:00 P.M.

Board Members

Jim Hill, Chair
John Shoals, Vice Chair
Matthew Guerrero, Director

Agencies

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

Alternate Board Members

Mary Lucey, Director
Tim Brown, Director
Barbara Nicolls, Director

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

1. CALL TO ORDER AND ROLL CALL

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

This public comment period is an invitation to members of the community to present comments, thoughts or suggestions on matters not scheduled on this agenda. Comments should be limited to those matters which are within the jurisdiction of the District. The Brown Act restricts the Board from taking formal action on matters not published on the agenda. In response to your comments, the Chair or presiding Board Member may:

- Direct Staff to assist or coordinate with you.
- It may be the desire of the Board to place your issue or matter on a future Board meeting agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to three (3) minutes or less.
- Your comments should be directed to the Board as a whole and not directed to individual Board members.
- Slanderous, profane or personal remarks against any Board Member, Staff or member of the audience shall not be permitted.

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing

or document will be available for public review in the offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California Government Code §54954.2, requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires modification or accommodation in order to participate at the above referenced public meeting by contacting the District Manager or Bookkeeper/Secretary at (805) 481-6903. So that the District may address your request in a timely manner, please contact the District two business days in advance of the meeting.

3. CONSENT AGENDA:

The following routine items listed below are scheduled for consideration as a group. Each item is recommended for approval unless noted. Any member of the public who wishes to comment on any Consent Agenda item may do so at this time. Any Board Member may request that any item be withdrawn from the Consent Agenda to permit discussion or to change the recommended course of action. The Board may approve the remainder of the Consent Agenda on one motion.

3A. Review and Approval of Minutes of Meeting of November 18, 2015

3B. Review and Approval of Warrants

4. PLANT SUPERINTENDENT'S REPORT

5. BOARD ACTION ON INDIVIDUAL ITEMS:

5A. REDUNDANCY PROJECT REGULATORY PERMITTING

Staff recommends that the Board of Directors authorize the Interim District Administrator to execute an agreement with John F. Rickenbach Consulting for Regulatory Permitting Consulting related to the District's Wastewater Treatment Facility Redundancy Project.

5B. EMERGENCY PREPAREDNESS REPORT

Staff recommends that the Board of Directors receive a verbal report on storm preparedness from Superintendent.

5C. ROTATION OF DISTRICT BOARD MEETING LOCATION

Staff recommends that the Board approve to commence with a six-month meeting location rotation cycle starting January 2016. Staff recommends that the meetings be held at the Arroyo Grande City Chambers the first 6 months of 2016 and then move to the OCSB Board Room starting June of 2016.

5D. ELECTION OF OFFICERS

Staff recommends the Board elect a Chair and a Vice-Chair for the 2016 calendar year.

6. MISCELLANEOUS ITEMS

6A. Miscellaneous Oral Communications

6B. Miscellaneous Written Communications

7. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

This is a new item on the agenda that will give the District Administrator the opportunity to present future agenda items.

8. PUBLIC COMMENT ON CLOSED SESSION

9. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9 of the Government Code: one case.

10. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

11. ADJORNMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

City of Arroyo Grande, City Council Chambers
215 East Branch Street
Arroyo Grande, California 93420

Minutes of the Meeting of Wednesday November 18, 2015
6:00 P.M.

1. CALL TO ORDER AND ROLL CALL

Present: Chairman Jim Hill, City of Arroyo Grande; Director John Shoals, City of Grover Beach; Director Mary Lucey, Oceano Community Services District;

District Staff in Attendance: John Clemons, Interim District Administrator/Plant Superintendent; Gilbert Trujillo, District Counsel; Amy Simpson, District Bookkeeper/Secretary.

2. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON THE AGENDA

Chairman Hill opened the public comment period.

Le Ann Akins believes the rate payers should not carry the burden of litigation. She also commented on the Knudson Report.

Patricia Price asked about the Knudson Report and the litigation. The public has been watching and waiting and would be highly suspicious if the report is not released to the public.

Beatrice Spencer commented on the pending litigation discussion item being removed from the agenda at the previous meeting. She was very disturbed this item was removed from the agenda.

Nancy McNeil asked for a progress update on the hiring of a District Administrator.

Debbie Peterson asked if the new legal counsel contract will be available to the public.

There being no more public comment, Chairman Hill closed the public comment period.

Mr. Trujillo responded to public comment regarding the Knudson Report. Legal Counsel will review the report prior to it being released to make sure the District is not liable for any privacy violations. After legal review, staff will decide the appropriate way to present it to the Board and the public.

The Board gave direction to legal counsel to contact Knudson to ask an estimate of when the report will be done and transmitted to legal counsel.

Alicia Lara, Lara HR Services gave an update on the progress of hiring a District Administrator. The interviews are expected to happen in January/ beginning of February. Hopefully the selected candidate will be seated in the early spring.

Director Shoals stated that it has always been the intent of the Board to release the Knudson Report to the public. The best way to release the report is what is being evaluated.

3. CONSENT AGENDA

3A. Review and Approval of the Minutes of the November 04, 2015 Meeting

Chairman Hill opened the public comment period.

There being no more public comment, Chairman Hill closed the public comment period.

Action: 3A. Minutes of November 04, 2015 approved unanimously as presented.

3B. Review and Approval of Warrants

Chairman Hill has a concern that the warrant numbers have the same ending numbers as the warrant register from 11/04/15. His concern is that the numbers are not sequential.

Acting District Administrator Clemons clarified that although the numbers are not in sequential order, they are not duplicate numbers. The date precedes the ending number which prevents them from being duplicates of the 11/04/15 warrant register.

Chairman Hill opened the public comment period.

April McLaughlin, Nancy McNeil, and Beatrice Spencer gave public comment on the warrants.

There being no more public comment, Chairman Hill closed the public comment period.

Director Hill requests that staff double the effort to make sure that the warrant numbers appear in sequential order.

Action: 3B approved unanimously as presented noting that there is a date stamp on the warrant numbers.

The Board gave direction to staff to make sure that warrant numbers appear in sequential order and investigate new software that would eliminate this problem.

4. PLANT SUPERINTENDENT'S REPORT

Plant Superintendent Clemons presented the Plant Superintendent's Report which shows that the plant numbers remain in regulatory compliance. Mr. Clemons spoke about the maintenance, safety and training, and projects being done by Staff at the Plant.

Director Lucey requested that the following disclaimer be presented on the Supers Report if it is true.

"All test results show that the District is in compliance with regulatory requirements."

Superintendent Clemons stated that he will take Director Lucey's recommendation.

Chairman Hill opened the public comment period.

Nancy McNeil asked if there were any special things to put in place to prevent the plant from flooding during El Nino.

There being no more public comment, Chairman Hill closed the public comment period.

Superintendent stated that he does appreciate the public concerns. This is an item that staff thinks about all day every day. There is a robust system and process in place and staff is ready to implement these procedures in the event of flooding.

Director Shoals directed staff to bring back an Emergency Procedures Report to the Board to provide information to the community.

Action: The Board received and filed the Plant Superintendent's report.

5. BOARD ACTION ON INDIVIDUAL ITEMS:

5A. REQUEST FOR PROPOSALS FOR REDUNDANCY PROJECT PRESENTED BY MICHAEL NUNLEY FROM MKN & ASSOCIATES

Staff recommended that the Board of Directors review the Request for Qualifications (RFQ) for the Redundancy Project and direct Staff to proceed with the RFQ process.

Mr. Michael Nunley with MKN presented an overview of the RFQ focusing on the engineering design services. He reviewed page 9, the Project Schedule. Mr. Nunley announced that John Rickenbach with JFR Consulting will be at the December 02, 2015 meeting to present the update on permitting.

The Board asked Mr. Nunley questions to which he responded that the permitting process will run concurrently with the RFQ Process and he did not foresee this project going over budget.

Chairman Hill opened the public comment period.

There being no more public comment, Chairman Hill closed the public comment period.

Motion: Director Shoals made a motion to proceed with the RFQ process as recommended by staff and presented by Mr. Nunley.

Action: Motion approved unanimously by roll call vote.

5B. STATUS OF PERSONNEL POLICY MANUAL UPDATE AND REVIEW

Status report on update of District Personnel Policies, presented by Alicia Lara from Lara HR Services.

The Board had a discussion and asked about a Nepotism Policy, Ethics Training and the fiscal impact of the Personnel Policy being reviewed.

Mrs. Lara responded that the Board adopted a Code of Conduct and Core Values in 2010 but these policies were not merged into the Personnel Policy. She also noted that there is not a policy that covers nepotism, but there is a beginning of a policy discussing nepotism in the hiring documents.

Chairman Hill opened the public comment period.

April McLaughlin and Nancy McNeil gave public comment on the Personnel Policy Manual.

There being no more public comment, Chairman Hill closed the public comment period.

Motion: Director Shoals made a motion to move forward with the following policies presented in the staff report.

- 2000 Definitions
- 2010 Chain of Command (Authorized Positions)
- 2020 Recruitment
- 4025 Family and Medical Leave
- 5070 Sexual Harassment
- 5080 Harassment
- 7020 Shift Supervisor.

Action: The Board received and filed this report.

The Board directed staff to give a copy of the PPM to each Board member.

5C. BILLING ADMINISTRATION

Staff recommended the Board adopt Resolution 2015-336 authorizing Interim District Administrator to enter into a Service Charge Billing Administration Agreement with NBS.

Chairman Hill opened the public comment period.

Beatrice Spencer, Nancy McNeil and April McLaughlin all gave comment on this item.

There being no more public comment, Chairman Hill closed the public comment period.

Motion: Director Shoals made a motion to proceed with the staff recommendation and adopt Resolution 2015-336 authorizing Interim District Administrator to enter into a Service Charge Billing Administration Agreement with NBS.

Action: Motion approved 2-1 by roll call vote.

Hill	Yes
Shoals	Yes
Lucey	No

Director Lucey is opposed to the Resolution because she feels the quality of work was not acceptable.

5D. MECHANICAL BAR SCREEN ELECTRICAL ENGINEER CONTRACT

Staff recommended that the Board authorize the Interim District Administrator to enter into a contract with Gray Electrical Consulting and Engineering (GECE) for preliminary design of mechanical bar screen electrical/instrumentation system not to exceed \$8,300.

Legal counsel clarified that the contract attached to the staff report is a GECE contract. This is not the approved form contract of the District. Staff is recommending that legal approve to form before signing off on the contract.

Motion: Director Shoals made a motion to continue this item to a future agenda in December after the contract is approved to form by District Legal Counsel.

Action: Motion approved unanimously by roll call vote.

5E. DISTRICT UNANTICIPATED EXPENDITURES IN FY 2015-16

Director Lucey has requested more time to go through the budget line item by line item to look for unanticipated expenditures than were not presented in the staff report.

Action: This item will be brought back at a later date.

6. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

None to report.

B. Miscellaneous Written Communications

None to report.

7. VERBAL REPORT BY INTERIM DISTRICT ADMINISTRATOR

Acting District Administrator Clemons announced the following items will be on future agendas:

- Permitting Presentation by John Rickenbach with regard to Redundancy Project
- Knudson Report
- 218 Hearing for potential Rate Increase
- Bring back a Resolution in the proper format for Mechanical Bar Screen

Acting District Administrator Clemons also thanked and commended Alicia Lara for her work updating the Personnel Policy Manual and many other projects she has worked on over the year.

8. PUBLIC COMMENT ON CLOSED SESSION

Legal Counsel introduced Closed Session.

Chairman Hill asked for public comment.

Debbie Peterson would like the candidate for District Administrator to have a strong background in Administration. She gave the Board a memorandum from John Wallace dated March 19, 2013 with the subject: Costs of NOV and ACL, December 19, 2010 Sewage Spill. Her handout also included a spreadsheet she titled, "Eleven Year History of Legal and District Engineer/Admin Fees Reorganized."

Marc London would like the litigation madness to come to an end.

Chairman Hill closed the public comment period.

9. RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Conference with legal counsel regarding existing litigation pursuant to paragraph (1) of subdivision (d) of section 54956.9 of the Government Code (two cases).

South San Luis Obispo County Sanitation District v. State Water Resources Control Board (Superior Court of Sacramento) Case Number 34-2012-80001209-CU-WM-GDS)

Action: There was no reportable action. The District by unanimous vote authorized by unanimous vote a release of memo from Mellissa Thorme dated November 17, to the Board of Directors consisting of 7 pages total. This memo will be available on the District website.

South San Luis Obispo County Sanitation District v. Special District Risk Management Authority (County of San Luis Obispo Superior Court) Case Number CV130473

Action: The Board received a report from legal counsel but took no reportable action.

CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYMENT
Title; Recruitment of District Administrator

Action: The Board gave direction to staff.

Mr. Trujillo announced that litigation will not have any new developments for some time so we will not be seeing Closed Session on all agendas, but it will be on agendas when there is information to report to the Board.

10. ADJOURNMENT

There being no further business to come before the Board, Chairman Hill adjourned the meeting at approximately 9:35p.m.

THESE MINUTES ARE DRAFT AND NOT OFFICIAL UNTIL APPROVED BY THE BOARD OF DIRECTORS AT A SUBSEQUENT MEETING.

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
WARRANT REGISTER
12/16/2015 FY 2015/16

VENDOR	BUDGET LINE ITEM	REFERENCE	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ABALONE COAST ANALYTICAL, INC.	CHEMICAL ANALYSIS	2670	121615-9895	7078	60.00	60.00
AGP VIDEO	PROFESSIONAL SERVICES	6401	96	7080	1,575.00	1,575.00
AIRFLOW FILTER SERVICES	STRUCTURE GROUNDS	26355	97	8061	81.64	81.64
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	JANUARY	98	6025	956.59	956.59
AMY SIMPSON	MEDICAL REIMBURSE	FY 14/15	99	6075	39.00	39.00
ARAMARK	UNIFORMS	11/20/15; 11/27/15; 12/04/15	9900	7025	676.35	676.35
AUTOSYS, INC.	CAPITAL EQUIPMENT	SCADA	01	20-8010	1,052.73	1,052.73
BANK OF THE WEST	OFFICE EQUIPMENT	OFFICE DEPOT	02	7015	738.56	2,457.23
	SEMINARS/CONFERENCES			7050	1,690.84	
	HOUSEHOLD SUPPLY'S	SMART & FINAL		8035	16.83	
	OFFICE SUPPLY'S	USPS		8045	11.00	
BRENNTAG	PLANT CHEMICALS	BPI581202; BPI580468	03	8050	9,711.90	9,711.90
BROWNSTEIN HYATT FARBER SCHRECK	INTERIM LEGAL COUNSEL	FINAL BILL	04	7070	17,371.25	17,371.25
CAL ELECTRIC SUPPLY	TOOLS	629727	05	8055	53.84	53.84
CENTRAL COAST WTR TRT	EQUIPMENT RENTAL	31657	06	7032	60.00	60.00
CHARTER	COMMUNICATIONS	NOVEMBER	07	7013	295.29	295.29
CWEA	MEMBERSHIP	ARIAS; LEWIS	08	7050	328.00	328.00
DOWNNEY BRAND	OUTSIDE LEGAL	LITIGATION	09	7070	2,373.00	2,373.00
ENGEL & GRAY, INC.	SOLIDS HANDLING	76439	10	7085	2,653.19	2,653.19
FANNY MUI	PER DIEM	MANAGEMENT CONFERENCE	11	7050	10.00	10.00
FED EX	CHEMICAL ANALYSIS	LUBE WATCH	12	7078	18.44	18.44
FGL	CHEMICAL ANALYSIS	BIO SOLIDS MONITORING	13		1,957.00	1,957.00
GARING TAYLOR & ASSOCIATES	STRUCTURE GROUNDS	SEWER BRIDGE	14	26-8065	866.25	892.50
	EMERGENCY EQUIPMENT REPAIR	INFLUENT PIPELINE		26-8070	26.25	
GILBERT A. TRUJILLO, ESQ.	LEGAL COUNSEL	NOVEMBER	15	7071	6282.5	6,282.50
GRAINGER	TOOLS	9892281578	16	8055	226.55	226.55
JB DEWAR	FUEL	802642	17	8020	169.23	169.23
JIM HILL	BOARD MEMBER	NOVEMBER	18	7075	200.00	200.00
JOHN SHOALS	BOARD MEMBER	NOVEMBER	19	7075	200.00	200.00
JOHNSON'S BOILER & CONTROL, INC.	EQUIPMENT MAINTENANCE	87899	20	8030	1,178.00	1,178.00
KEMIRA	PLANT CHEMICALS	9017478916	21	8050	7,317.87	7,317.87
KNUDSON & ASSOCIATES	PAST MANAGEMENT REVIEW	FINAL BUDGETED AMOUNT	22	7090	15,483.35	15,483.35
KROESCHE SCHINDLER LLP	OUTSIDE LEGAL	NOVEMBER	23	7070	168.91	168.91
LARA HR SERVICES	DISTRICT ADMINISTRATION	STATUS REPORT OF PERSONNEL POLICY	24	7076	405.00	2,200.00
	ADVERTISING/RECRUITMENT	EXECUTIVE SEARCH FIRM		7005	1,795.00	
MARC LEWIS	PERMITS/FEE'S/LICENSES	GRADE III OP CERT.	25	7068	350.00	350.00
MARY LUCEY	BOARD MEMBER	NOVEMBER	26	7075	200.00	200.00
MCMASTER CARR	TOOLS	43582722	27	8055	138.44	138.44
MICHAEL ARIAS	PER DIEM	MANAGEMENT CONFERENCE	28	7050	10.00	10.00
	MEDICAL REIMBURSE	FY14/15 & 15/16	29	6075	946.80	946.80
MICHAEL K. NUNLEY & ASSOC.	CAPITAL EQUIPMENT	GRIT REMOVAL	30	20-8010	4,238.50	25,111.00
	STRUCTURES/ROUNDS/REPL/IMPR	HEADWORKS IMPROVEMENTS		26-8065	11,510.00	
	REDUNDANCY PROJECT	REDUNDANCY PHASE 1		20-7080	9,075.00	
	TRUNK SEWER MAINTENANCE	TRUNK SEWER GIS		26-8015	287.50	
MINERS HARDWARE	EQUIPMENT MAINTENANCE	NOVEMBER	31	8030	240.49	240.49
MOSS, LEVY & HARTZHEIM LLP	AUDITING	5099	32	7072	2,225.00	2,225.00
MYCHAL JONES	PER DIEM	MANAGEMENT CONFERENCE	33	7050	10.00	10.00
OCSD	WATER	9/18/15 TO 11/18/15	34	7094	210.87	210.87
O.E.C.	CHEMICAL ANALYSIS	1504460	35	7078	223.00	223.00
PRAXAIR	EQUIPMENT RENTAL	CYLINDER	36	7032	29.42	29.42
RAIN 4 RENT	EQUIPMENT RENTAL	EMERGENCY PUMP REPLACEMENT	37	7032	8,074.77	8,074.77
READY FRESH	HOUSEHOLD	DRINKING WATER	38	8035	106.98	106.98
SHIPSEY & SEITZ	OUTSIDE LEGAL	GENERAL LEGAL	39	7070	358.00	5,056.00
	OUTSIDE LEGAL	LITIGATION		7070	4,698.00	
SO CAL GAS	GAS		40	7092	2,656.22	2,656.22
SOUTH COUNTY SANITARY	TRASH	DECEMBER	41	7093	228.50	228.50
STANLEY	COMMUNICATIONS	ALARMS	42	7011	62.20	62.20
STATE FUND	WORKERS COMPENSATION	DECEMBER	43	6080	4,754.17	4,754.17
USA BLUEBOOK	LAB SUPPLY'S	792880	44	8040	54.71	54.71
VWR	LAB SUPPLY'S	MULTIPLE	45	8040	483.15	483.15
WENDY STOCKTON, ESQ.	LEGAL COUNSEL	NOVEMBER	46	7071	6,562.50	6,562.50
WILLIAM JACKMAN	PER DIEM	MANAGEMENT/SUPERVISOR	47	7050	20.00	20.00
WILLIAM ROMHILD	PER DIEM	MANAGEMENT CONFERENCE	48	7050	10.00	10.00
WATER SYSTEMS COUNSULTING, INC.	SATELLITE WATER STUDY	1649	49	20-7090	2,251.25	2,251.25
SUB TOTAL					\$ 136,064.83	\$ 136,064.83
SSLOCS	RABOBANK TRANSFER	PAYROLL	50		48,505.98	\$ 67,200.08
		PAYCHEX FEE		6090	203.90	
		PERS MEDICAL		6010	15,210.36	
		PERS RETIREMENT		6060	2,840.59	
		ALLTECH COMPUTERS		7082	370.00	
		SHERWEB		7011	57.30	
		HOSTGATOR		7011	11.95	
SUB TOTAL					\$ 67,200.08	\$ 67,200.08
GRAND TOTAL					\$ 203,264.91	\$ 203,264.91

We hereby certify that the demands numbered serially from 121615-9895 to 121615-9950 together with the supporting evidence have been examined, and that they comply with the requirements of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT. The demands are hereby approved by motion of the SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT, together with warrants authorizing and ordering the issuance of checks numbered identically with the particular demands and warrants.

BOARD OF DIRECTORS:

DATE: _____

Chairman

Board Member

Board Member

Secretary



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339, Oceano, California 93475-0339

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Telephone (805) 489-6666 FAX (805) 489-2765

www.sslocsd.us

Date: December 10, 2015

To: SSLOCSB Board of Directors

From: John Clemons, District Superintendent

Subject: **Superintendent's Report**

Operations

Chart 1 – Plant Data

August 2015*	INF Flow MGD	Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	INF TSS mg/L	EFF TSS mg/L	Fecal Coli	Cl2 lbs/day	BOD REM Eff. %
Average	2.02	3.2	444	27.4	455	40.25	773	222	93.8
High	2.23	3.6	450	30.7	480	44.5	5400	250	
Limit	5.0			40/60/90		40/60/90	2000		80
CY 2014 Monthly									
Average	2.35	3.8	392	26	430	31	87	188	93.4
High	2.70	4.8	444	34	470	39	1600	250	

- * = Plant data through December 10th.

Limit – 40/60/90 represent NPDES Permit limits for the monthly average, weekly average, and instantaneous value for plant effluent BOD and TSS.

On December 3rd the District lab reported a fecal coliform result of 5400 MPN/100mL. This result exceeded our NPDES permit limitation of 2000MPN/100mL. Staff notified Katie DiSimone (RWQCB) in writing and by phone voice message. This is the District's first violation since July 31, 2015. Three violations in a 180 day period trigger a mandatory minimum fine. The sample results for each of the three day prior to the exceedance event showed values of less than 1.8 MPN/100mL. Three samples for the days following the exceedance event were less than 1.8 MPN/100mL. The chlorine concentration in the CCT was at 6 parts-per million (twice the normal concentration) at the time the sample was collected on December 3rd. The effluent BOD value for the composite sample collected for December 3rd to December 4th was 24mg/L. All of

these facts suggest that the high fecal coliform reading was more than likely an error. Staff has taken no corrective action at this time.

TSS results are a little high, but consistent with values from this same time last year. All other process values are well within limits.

Maintenance

- Drained and cleaned chlorine contact chamber.
- Inspected plant storm drain sumps.
- Tested storm drain sump pumps.
- Replaced faulty valve at reclaimed water station.
- Unclogged Hellen Strainer at reclaimed water station.
- Inspected low elevation manholes in sewer system.
- Installed fence at Plant front gate.
- Test ran emergency generator and emergency pumps.
- Replaced desiccators in electrical panels.
- Installed rebuilt emergency back-up pump at headworks.
- Completed installation of a grinder at the centrifuge.
- Fabricated new spray bar for headworks auger.
- Work Orders.

In-Progress

- Garing, Taylor, and Associates is working with staff to review and ensure the integrity of the District's **A.G. Sewer Bridge**.
- Staff is working with MKN and Associates Engineers on **grit removal system RFP**.
- Staff has begun planning for installation of **a mechanical bar screen** in the headworks.
- **Secondary Process Redundancy Project** – Permitting update. RFQ update.
- **Satellite Water Resource Recovery Facilities** Planning Feasibility Study – Update on meeting with other regional agencies.

Training

- Staff attended the Arroyo Grande Creek Emergency Response Coordination Training session given by SLO County Public Utilities Dept., and the Office of Emergency Services.
- Operator III R. Jackman and Operator II M. Arias attended a four day Electrical Troubleshooting Workshop

Best regards,

John Clemons
Superintendent



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To: Board of Directors
From: John Clemons, Interim District Administrator
Date: December 16, 2015
Subject: **Redundancy Project Regulatory Permitting**

RECOMMENDATION

Staff recommends that the Board of Directors authorize the Interim District Administrator to execute an agreement with John F. Rickenbach Consulting for Regulatory Permitting Consulting related to the District's Wastewater Treatment Facility Redundancy Project.

BACKGROUND

The Sanitation District has begun the preliminary phases of the WWTP Redundancy Project. A work plan has been submitted by MKN Engineering. A RFQ for Engineering Design has been issued. The District has decided to begin the permitting process at this early point to address concerns of potential challenges in the permitting process.

DISCUSSION

JFR Consulting has submitted the attached proposal for redundancy project permitting services. The cost estimate to provide these services is a not to exceed fee of up to \$32,000.

FISCAL CONSIDERATIONS

Funding for this service will come from Fund 19-7077, Professional Services – Engineering. This fund has a current available balance of \$99,125.

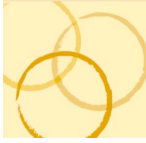
OPTIONS

1. Authorize Interim DA to execute agreement with JFR Consulting.
2. Authorize agreement with changes as directed by the Board.
3. Do not authorize the Interim DA to execute agreement.

Best Regards,

John Clemons III
Superintendent/Interim District Administrator

Attachment A – Permitting Services Proposal by JFR Consulting.
Attachment B – Draft Contract



John F. Rickenbach Consulting
7675 Bella Vista Road
Atascadero, California 93422

805/610-1109
JFRickenbach@aol.com

December 10, 2015

John Clemons
Interim Administrator
South San Luis Obispo County Sanitation District
(Submitted Electronically)

Subject: SSLOCSD – Wastewater Treatment Facility Redundancy Project Permitting Proposal

Dear John:

This letter provides a scope of work to perform permitting services related to the update to the SSLOCSD – Wastewater Treatment Facility Redundancy Project, based on recent agency direction described in our letter dated 17 November 2015.

Background: Consultation with County and Coastal Commission Staff

San Luis Obispo County staff had originally indicated that it would likely be the permitting agency, issuing a Minor Use Permit to serve as the Coastal Development Permit (CDP) for the project. It also stated that because the proposed project would be processed with a Minor Use Permit, and is simply an expansion of the existing use on the site, no determination of Land Use consistency would be needed; for that reason, the County had previously asserted the project would not be considered appealable to the Coastal Commission.

Since then, County planning staff (Rob Fitzroy and Matt Jansen) have determined that the project is actually located in “original jurisdiction” of the Coastal Commission. Only the Coastal Commission has the authority to issue CDPs in such areas, not local agencies such as the County. They said that the District would need to work with Coastal staff on processing a permit, unless Coastal was willing to cede that authority to the County.

Following up with Daniel Robinson at the Coastal Commission, he agreed with that assessment. At the same time, he acknowledged from the permitting history that the County had in fact issued several CDPs for previous actions on the site, but did not know why that occurred. He indicated that this should not have occurred, and that Coastal should have been the permitting agency, because by law Coastal cannot give up permitting authority for projects within “original jurisdiction.”

For that reason, our proposed scope of work assumes that permitting would be processed through the California Coastal Commission. The specific steps associated with permitting are described below:

Permitting Process per Coastal Commission Staff

Coastal staff described the following procedure for moving forward with permitting for the redundancy project. The key points are summarized below:

1. The District should file a CDP application with the Coastal Commission, not the County;
2. Coastal staff would then determine whether the project would be considered relatively minor or not; i.e, if a determination of consistency and compliance with Coastal Act policies can be made relatively easily;
3. Coastal staff would inform the District of this determination within 30 days of the application;
4. If the project was determined to be “minor”, then staff could prepare to issue the CDP once the following have occurred:
 - the County certifies that all other possible County permits have been obtained (if any), which could relate to constructing and operating the new facilities;
 - the District complies with CEQA

In this case, the permit application would be presented to the Coastal Commission board for approval, but as part of the equivalent of a “consent agenda” item, with no discussion or presentation, and a brief staff report.

5. If the project was determined to be more substantial, potentially requiring more analysis or possible conditions, then staff could still prepare to issue the CDP subject to the procedure described above, except that there would be a formal presentation to the Coastal Commission, with a detailed staff report, public input, and likely a presentation needed from the District.
6. The timing for securing a CDP, depending on how staff’s initial review of the application goes, could be anywhere from 2-6 months. This presumes that the County determines its permitting needs (if any) in a timely manner to support the CDP, and CEQA compliance can be completed within that timeframe.

A. SCOPE OF SERVICES

JFR Consulting proposes the following work program to provide Coastal permitting and coordination as needed. It also assumes JFR would prepare the CEQA document, and coordinate with Coastal staff as needed.

Task 1. Prepare Coastal Permit Application. JFR will address the following tasks related to preparing the Coastal Development Permit application:

- *Initial Coordination with Coastal and County Staff.* JFR will review existing project documentation and coordinate with Coastal staff to confirm permitting objectives and

approach. Our current proposal assumes that no regulatory resource permitting will be required relative to biological or cultural resources, since the new development would all take place on a previously disturbed and developed site, and will not affect offsite resources within the jurisdiction of regulatory resource agencies related to these resources. JFR will also coordinate efforts with County staff, specifically to identify what County permitting requirements (if any) would be needed to inform the CDP application.

- *Application Preparation.* JFR staff will prepare the CDP application based on Coastal requirements and documentation. JFR will submit the application in digital form and augment as needed based on feedback from Coastal staff. Our scope of work and cost assumes that Coastal staff will determine that the project is relatively “minor”, as described in Item 4 above.

Task 2. CEQA Compliance. JFR will address the following tasks related to CEQA compliance:

- *CEQA Documentation.* JFR will prepare the CEQA document, likely to be a Mitigated Negative Declaration. The MND process would take roughly 2-4 months, depending on the nature of the study and level of public involvement. Our current proposal assumes that no technical studies will be required relative to biological or cultural resources, since the new development would all take place on a previously disturbed and developed site, and will not affect offsite resources. Our proposal also assumes that the Coastal Commission, as lead agency, would prepare and circulate any needed notices. However, JFR is available to assist with this effort, as needed.

Task 3. Meetings and Regulatory Staff Coordination. JFR will address the following tasks related to meetings and coordination:

- *Coastal Staff Meetings.* Our scope assumes regular phone and email coordination as needed with Coastal staff, as well as up to three (3) meetings or public hearings throughout the process.
- *County Staff Coordination.* Our scope assumes regular phone and email coordination as needed, as well as up to two (2) meetings with County staff to coordinate their supporting permitting needs, if any.
- *Other Regulatory Agency Coordination.* Our scope assumes email coordination as needed with staff at key resource regulatory permitting agencies, including the California Department of Fish and Wildlife, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and Regional Water Quality Control Board. Although resource regulatory permitting is not anticipated at this time, we will work with the District to provide a scope of work to provide these services, if needed as a result of coordinating with these agencies.

B. COST ESTIMATE

John F. Rickenbach Consulting will provide services in accordance with our scope of work for an estimated not-to-exceed fee of up to **\$32,000**. This fee includes all project management, technical work, meetings, report preparation and other tasks associated with the overall assignment. It also reflects John Rickenbach’s billing rate of \$150 per hour.

Estimated Cost and Timing

Based on the Coastal permitting and CEQA review needs described above, the following table presents an estimated cost and schedule for the review of these actions. Note that these could change subject to further input from Coastal staff.

Project Cost Category	Estimated Cost	Timing	Assumptions/Comments
Coastal Development Permit	\$12,000	2-6 months	Includes application preparation and coordination. Also assumes that Coastal staff determines this is a relatively “minor” permit process, as described above.
Coastal Commission Permit Fees	TBD	NA	Proposal does not include CCC filing fee, which is TBD, based on the cost of the project development. Assuming a project cost of “\$500K to \$2 million”, the application fee would be \$11,080. See attached fee schedule.
CEQA Review	\$15,000	3-4 months	Assumes Mitigated Negative Declaration; also assumes no technical studies are needed
Meetings and Hearings	\$5,000	Ongoing	Assumes up to 3 meetings with Coastal and 2 with County staff, plus phone and email communication.
Estimated Totals	\$32,000	3-6 months	

Our cost estimate is just that—an estimate. Experience suggests that these processes often take unanticipated directions, and sometimes certain tasks require more (or less) effort than originally estimated. With that in mind, our proposed scope of work and related cost estimate are based on the following assumptions:

1. *John Rickenbach will be the Project Manager and single point of contact.*
2. *Our scope includes attendance at a project kickoff meeting, and contact with key regulatory agencies described above. Additional meetings are possible at \$150 per hour on a time and materials basis.*
3. *The scope of work does not include any subconsultant tasks or fees. If the SSLOCSD desires to prepare technical studies related to biological resources, cultural resources, or other specialty studies, we will provide a separate cost estimate for those services.*

4. *We assume the SSLOCSD and/or MKN will incur all printing costs, and that all deliverables will be sent in electronic form.*
5. *If additional hours are needed in the process, or if additional time is needed for meetings and coordination because of unforeseen project complexities, we will notify MKN as early as possible to determine how best to address these issues. If all parties agree, we will request additional funding for items not in the original scope of work.*
6. *We can re-allocate portions of the budget to different tasks if MKN determines that the time is better allocated to such tasks.*
7. *Travel-related expenses are included in cost estimates.*

We intend to invoice on a time-and-materials basis, not to exceed the total fee shown above.

The proposed scope of services and associated costs are fully negotiable to meet the needs of the SSLOCSD and consulting team. Additional work not included within our proposed work program will be completed only upon written authorization on a time-and-materials basis. This offer for services is valid for 60 days. Questions regarding the proposal and accompanying cost estimate may be directed to John Rickenbach at 805/610-1109, or at JFRickenbach@aol.com.

C. SCHEDULE

We are assuming that once the SSLOCSD approves the contract, our work will be completed within 3-6 months.

* * *

Thank you for the opportunity to assist you on this important effort. If you have questions, please feel free to call me anytime at 805/610-1109.

Sincerely,
JOHN F. RICKENBACH CONSULTING



John Rickenbach, AICP
Principal Planner

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on _____, by and between John F. Rickenbach Consulting and the South San Luis Obispo County Sanitation District ("District"), in Oceano, California, based on the following recitals:

1. Prepare Coastal Development Permit Application
2. Prepare CEQA Documentation
3. Meet with Regulatory staff and attend regulatory hearings.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.
2. **General.**

2.01. Term and Termination. The term of this contract is 6 months, beginning on the date first written above. This contract may be extended by mutual consent of the parties upon the deposit of notice as specified in this Agreement.

2.02. Services to be Performed. Consultant shall determine the method, details and means of providing [insert text] services. More specifically, Consultant agrees to perform the specific services listed in Exhibit "A."

2.03 District's Duties. District's duties under this Agreement are to cooperate with Consultant.

2.04. Payment. Payment terms under this Agreement are listed in Exhibit "B."

2.05. Insurance. Consultant shall provide insurance as listed in Exhibit "C."

2.06. Exhibits. Exhibits "A," "B," and "C" are attached and incorporated.

3. **Consultant's Obligations.**

3.01. Minimum Amount of Service. Consultant shall devote sufficient time to perform services under this agreement efficiently and effectively. Consultant may represent, perform services for and be employed by additional individuals or entities, in Consultant's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with District's business.

3.02. Tools and Equipment. Except as otherwise stated in this Agreement, Consultant will supply all tools and equipment necessary to perform this Agreement.

3.03. Status. Consultant (including its employees) is an independent contractor. No withholding is required to make any deductions or withholdings from the compensation payable to Consultant under this agreement.

3.04. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold the District harmless from all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of the Consultant or the acts or omissions of an employee, agent or subcontractor of the Consultant. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this Section are not limited by the provisions of the Section relating to insurance.

4. Miscellaneous

4.01. Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of the District and a representative of Consultant, listed below. All notices shall be addressed as follows unless a written change is filed with the District:

To District:
Attn.

To Consultant:

If the designated Representative or address of either party changes during the term of this agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02. Compliance With Laws, etc. Consultant shall comply with all laws, including but not limited to the rules and policies of the District, in performing this agreement.

4.03. Integration. This agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties.

4.04. Interpretation. This agreement shall be interpreted in accordance with the laws of the State of California.

4.05. Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of San Luis Obispo, State of California.

4.06. Warranty of authority. Each person signing this agreement on behalf of a party warrants that he or she has authority to do so.

4.07. No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08. Severability. The provisions of this agreement are severable. If any part of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09. Submittals. In addition to any other submittals required by this agreement, Consultant shall submit copies of its current business license and current certificate of workers compensation coverage to the District before beginning work on this project.

4.10 Prevailing Wage. Prevailing Wage. If applicable, Consultant and all subconsultants are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, this agreement is executed by the parties on the date first written above.

CONSULTANT
SANITATION

SOUTH SAN LUIS OBISPO COUNTY

By:

By:

APPROVED AS TO FORM:

District Counsel

EXHIBIT "A"

JFR Consulting proposes the following work program to provide Coastal permitting and coordination as needed. It also assumes JFR would prepare the CEQA document, and coordinate with Coastal staff as needed.

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EXHIBIT "B"

B. COST ESTIMATE

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The proposed scope of services and associated costs are fully negotiable to meet the needs of the SSLOCSD and consulting team. Additional work not included within our proposed work program will be completed only upon written authorization on a time-and-materials basis. This offer for services is valid for 60 days. Questions regarding the proposal and accompanying cost estimate may be directed to John Rickenbach at 805/610-1109, or [at JFRickenbach@aol.com](mailto:JFRickenbach@aol.com).

EXHIBIT "C"
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contact 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 the Consultant, his/her agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability - \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - \$1,000,000 per accident for bodily injury and property damage.
3. Employee's Liability - \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability - \$1,000,000 per occurrence.

C. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects the District, its trustees, officers, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its trustees, officers, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its trustees, officers, employees and volunteers. Any insurance or self-insurance maintained by the District, its trustees, officers, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice stating the title of this contract has been given to the District. **All notices provided pursuant to this Agreement shall be given to the District representative listed for notice in this agreement and shall specify the title of this Agreement.** Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested. In the case of a reduction in coverage, the Consultant shall provide thirty (30) days' prior written notice as provided in this subparagraph.

E. 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 District.

F. Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms provided those endorsements conform to District requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Post Office Box 339 Oceano, California 93475-0339
1600 Aloha Oceano, California 93445-9735
Telephone (805) 489-6666 FAX (805) 489-2765
www.sslocsd.org

Staff Report

To: Board of Directors
From: John Clemons, Interim District Administrator
Date: December 16, 2015

Subject: Rotation of District Board Meeting Location

Recommendation:

Staff recommends that the Board approve a six-month meeting location rotation cycle starting January 2016 at the Arroyo Grande City Chambers and then move to the OCSD Board Room starting June of 2016.

Background:

Prior to 2014, the District had rotated its meeting location every six months between the Arroyo Grande City Council Chambers and the Oceano Community Services District (OCSD) Board Room. At the December 18, 2013 SSLOCSB Board meeting, the Board decided to not rotate meeting locations to the OCSD Board Room and remain at the Arroyo Grande City Council Chambers for the present. The Board reviewed rotation of meeting locations at the meetings of January 7 through February 4 of 2015 and decided to continue the meetings at Arroyo Grande City Chambers.

Discussion:

District staff has contacted the three member agencies regarding the availability of their meeting facilities. The Arroyo Grande City Chambers will be undergoing renovation in June of 2016. Oceano has offered the District the use of the OCSD Board Room for the second half of the calendar year.

Options:

1. Accept staff recommendation.
2. Table this discussion to the next agenda.

John Clemons,

Interim District Administrator



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1600 Aloha Oceano, California 93445-9735

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Staff Report

To: Board of Directors
From: John Clemons, District Administrator
Date: December 16, 2015

Subject: **ELECTION OF BOARD OFFICERS**

RECOMMENDATION:

That the South San Luis Obispo County Sanitation District (SSLOCSD) Board of Directors elects a Chair and Vice-Chair for the 2016 Calendar Year.

BACKGROUND

Annually the SSLOCSD Board elects its officers for a one-year term. The positions to be filled are that of Chair and Vice-Chair. The Arroyo Grande representative, Jim Hill presently holds the position of Chair. The position of Vice-Chair is presently held by the representative of Grover Beach, John Shoals.

DISCUSSION:

None.

John Clemons
Interim District Administrator