

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

<http://sslocsd.org/>

Agenda

Board of Directors Meeting

1655 Front Street

Oceano, California 93445

Wednesday, May 4, 2011 at 6:00 PM

Board Members

Bill Nicolls, Chairman

Lori Angello, Director

Tony Ferrara, Director

Alternates

Karen Bright, Director

Vacant

Jim Guthrie, Director

Agencies

City of Grover Beach

Oceano Community Services District

City of Arroyo Grande

City of Grover Beach

Oceano Community Services District

City of Arroyo Grande

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 that 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 Chairman 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 agenda.

Please adhere to the following procedures when addressing the Board:

- Comments should be limited to 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. 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act 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 the modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Administrative Assistant at 805-544-4011.

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 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 April 20, 2011 Meeting**3b. Review and Approval of Warrants****3c. Plant Superintendent's Report****4. BOARD ACTION ON INDIVIDUAL ITEMS:****A. NEW CENTRIFUGE 2A, BROUGH CONSTRUCTION PROGRESS PAYMENT NO. 6**

Staff recommends the Board approve progress payment No. 6 in the amount of \$68,124.98 (minus retention for net payment of **\$61,312.48**)

B. CSDA BOARD OF DIRECTORS

Staff recommends the Board consider if any director wishes to be placed in nomination for the CSDA Board of Directors.

C. NATIONAL PUBLIC WORKS WEEK PROCLAMATION, RESOLUTION 2011-286

Staff recommends the Board adopt Resolution 2011-286 proclaiming that the week of May 15-21, 2011 is Public Works Week in the District.

D. CELL TOWER LEASE AMENDMENT FROM CELLULAR ONE TO NEW CINGULAR WIRELESS PCS, LLC (ATT)

Staff recommends the Board approve the lease amendment and direct staff to sign on behalf of the District.

E. INFLUENT GANTRY CRANE PURCHASE, 04 MBI 03

Staff recommends the Board approve the purchase of a Gantry Crane for installation over the influent channel from Gorbel c/o Phillips Industrial for the estimated total of **\$ 8,598.87**.

5. MISCELLANEOUS ITEMS**a. Miscellaneous Oral Communications**

- FY 2001-12 Budget Review Schedule
- Status of District's Operations/Management Peer Review Process (Barlogio/Wallace)

b. Miscellaneous Written Communications**6. PUBLIC COMMENT ON CLOSED SESSION****7. CLOSED SESSION ITEMS**

Conference with Legal Counsel to Government Code section 54956.9 (a) Existing Litigation: Douglas vs Appleton et al.

8. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION**9. ADJOURNMENT**

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Oceano Community Services District
1655 Front Street
Oceano, CA 93445

Minutes of Wednesday, April 20, 2011
6:00 P.M.

1. ROLL CALL

Present: Chairman Bill Nicolls, City of Grover Beach; Director Jim Guthrie, City of Arroyo Grande.

Absent: Director Lori Angello, Oceano Community Services District (Director Angello arrived during meeting)

Others in Attendance: John Wallace, District Administrator; Mike Seitz, District Counsel;
Bob Barlogio, Interim Plant Superintendent.

2. PUBLIC COMMENT ON ITEMS NOT APPEARING ON AGENDA

Mr. Brad Snook introduced himself as a member of the Surfrider Foundation. He stated that the Surfrider Foundation has been attending City Council meetings as well as the Sanitation District Meetings repeating his request for an independent investigation of the wastewater treatment plant. He further informed that he had presented various council members copies of the Notice of Violation issued by the Water Quality Board. He asked that the Board put his organization's request for an independent investigation on the District's May 4, 2011 agenda.

Mr. Jeff Edwards reminded the Board of the County's meeting scheduled for April 30, 2011 from 9 a.m. to 11:30 a.m. which will address drainage and flooding issues in the community of Oceano. He asked if the District staff had any consultation with the San Luis Obispo County Public Works Department regarding the forum.

Chairman Nicolls replied to Mr. Edwards by stating that the Sanitation District has been engaged in dialogue with the County Public Works Department and the District is very involved in the upcoming community meeting regarding drainage and flooding in the community of Oceano.

3. CONSENT AGENDA

- A. Review and Approval of Minutes from the Meeting of April 6, 2011.
- B. Review and Approval of Warrants.
- C. Financial Report ending March 31, 2011
- D. Plant Superintendent's Report

Chairman Nicolls removed item 3A Review and Approval of Minutes from the consent agenda due to Board Member absence.

It was moved by Director Guthrie, seconded by Chairman Nicolls to approve Consent Agenda items 3b through 3d. Motion carried.

4. BOARD ACTION ON INDIVIDUAL ITEMS

- A. District Trunk Line Inflow and Infiltration Study – Progress Payment No. 1

Administrator Wallace stated that authorization to implement this study and to solicit formal quotations was provided by the Board during the February 6, 2011 meeting for an amount not to exceed \$20,500. As a result of four proposals, Utility systems Science & Software, Inc. of Santa Ana, CA was retained for said services in the lump sum amount of \$17,045.

Flow monitoring devices were subsequently installed at the seven locations noted on March 15, 2011. A significant rain event occurred shortly thereafter and was effectively captured by the flow monitors. Flow data for the period March 15, 2011 through April 4, 2011 has been collected and submitted to District staff for review. Preliminary review has indicated a surge in Inflow and Infiltration as a result of the rain event. District staff will complete a full assessment of the data collected. Upon conclusion of the I/I Study, District staff will prepare a report of findings for presentation to the Board in June.

Staff recommends approval of Progress Payment No. 1 in the amount of \$17,045. withholding \$2,380. pending removal of the monitoring equipment and withholding \$1,417.21 for delivery of outstanding monitoring data.

It was moved by Director Guthrie, seconded by Chairman Nicolls to approve Progress Payment No. 1 to Utility Systems Science & Software, Inc. of Santa Ana, CA in the amount of \$17,045. for flow monitoring services provided and to approve release of an additional \$2,380. withheld for removal of monitoring equipment pending and \$1,417.21 withheld for additional monitoring data outstanding, upon verification by District Staff that said items have been completed to the satisfaction of the District. Motion carried.

DIRECTOR ANGELLO ARRIVED AT THIS POINT OF THE MEETING

3A. Consent Agenda Item 3A Review and Approval of Minutes of April 2, 2011.

It was moved by Director Angello, seconded by Chairman Nicolls to approve the minutes of April 6, 2011 as presented. Motion carried.

B. Primary Clarifier No. 1 Drive and Catwalk, 06 MBI 04.

Administrator Wallace stated that the current condition of the Primary Clarifier No. 1 Catwalk is very poor due to excessive corrosion. Inspection by staff has determined that this catwalk will need to be completely replaced to ensure safety of personnel. The proposed funding will allow for the demolition of the existing catwalk and installation of a new catwalk. All hardware and structural elements for the new bridge are quoted with stainless steel material to increase the life and structural integrity of the new catwalk.

The existing Primary Clarifier No. 1 drive unit was originally installed in 1992. The manufacturer's representative recommends that the center drive be rebuilt. It is also likely that structural repair work to the girder system that supports the drive will be necessary. Originally, it was thought that the drive would need a full replacement. A full drive replacement would cost \$45,000. but the drive rebuild cost is \$30,000. The construction cost above reflects the rebuild cost, saving \$15,000 on the project cost.

The Budget amount of \$140,000 will need to be increased by \$96,250. Initially 06 MBI 04 Primary Clarifier No. 1 Catwalk only included the costs for installation of a new catwalk. However, 06 MBI 12 Primary Clarifier Drive was combined into this budget item, but the budgetary costs were not increased to reflect the additional work and equipment purchase required to rebuild the drive.

It was moved by Director Guthrie seconded by Director Angello to authorize staff to prepare

plans and specifications to rebuild the existing clarifier drive and purchase a new catwalk for the Primary Clarifier No. 1. Motion carried.

C. CSDA Board of Directors

It was moved by Chairman Nicolls, seconded by Director Guthrie to continue this item to the next meeting scheduled for May 4, 2011. Motion carried.

D. Replacement of FFR Netting.

Administrator Wallace informed the Board that the netting on top of the fixed film reactor prevents small pieces of trash entrained in the waste water from falling down into the voids and plugging parts of the plastic media. Portions of the media that become plugged are not being utilized, reducing the effectiveness of the biological process in the FFR. The netting currently in place is approximately 25 years old, has subsided in some localized areas, is impacted with debris and is generally in poor shape. It is imperative to replace the netting soon to prevent more debris from falling into the lower media in the reactor and cause plugging problems.

During the netting replacement, staff will take advantage of the opportunity to also replace some of the damaged filter media blocks. Failure to replace the netting and media blocks will reduce the effectiveness of this process unit. Staff believes that addressing the problem now and replacing the netting and a portion of the top media blocks will extend the usefulness of the FFR for additional years of service.

Staff has previously purchased the netting materials and plastic media required to perform this job the netting was purchased approximately five years ago at a cost of approximately \$4,000. and the plastic blocks of media were recently purchased in the amount of \$2,962. Staff estimates that it will cost approximately \$11,000 to replace the netting on the FFR; this amount includes crane fees, temporary labor, disposal fees, and miscellaneous expenses.

It was moved by Director Angello, seconded by Director Guthrie to approve the replacement for the Fixed Film Reactor netting in the estimated amount of \$11,000. Motion carried.

5. PUBLIC COMMENT ON CLOSED SESSION

There were no public comments at this time.

6. CLOSED SESSION ITEM (GOVERNMENT CODE SECTION 54956.9(A))

The Board convened into closed session to conference with legal counsel regarding existing litigation: Douglas v. Appleton et al.

7. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

The Board reconvened and announced that no reportable action had been taken.

8. ADJOURNMENT

There being no further business to come before the Board the meeting was adjourned at approximately 7:00 p.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
5/4/2011

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
AIR TESTING	AIR QUALITY TESTING	211-034	050411-5548	8030	2,427.75	2,427.75
AMERICAN CRANE TRAIN&CON	CRANE CERT CLASS	747-418	49	7050	1,500.00	1,500.00
ARAMARK	EMPLOYEE UNIFORMS	5873244 5852952	50	7025	345.39	345.39
AT&T	TELEPHONE SERV	MARCH	51	7011	436.87	436.87
BROUGH CONSTRUCTION	CENTRIFUGE 05MBI06	PROG PAY 5	52	20/8065	61,312.48	61,312.48
BILL NICOLLS	BOARD SERVICE	APRIL	53	7075	200.00	200.00
BRENNTAG PACIFIC, INC.	CHEMICALS	88449 89657 89656 90781	54	8050	18,390.78	18,390.78
BRENTWOOD INDUSTRIES	FFR NETTING PROJ	PHNX	55	8030	2,954.46	2,954.46
CA ELEC SUPPLY	ELEC SUPPLIES	444396 445105	56	8060	273.66	273.66
CALPERS MEDICAL	EMPLOYEE MEDICAL	MAY	57	6010	10,041.55	10,041.55
CARQUEST	MISC SUPPLIES	424215 447223 447442	58	8060	88.96	88.96
ENVIRONMENTAL RESOURCE	LAB SUPPLIES	614815	59	8040	156.48	156.48
FEDEX	SHIPPING	746197099 747024256	60	8045	76.93	76.93
FERGUSON ENTERPRISES	SLUDGE BED VALVES	7103610	61	8060	175.37	175.37
FISHER SCIENTIFIC	LAB SUPPLIES	9001261 1202274 1202273	62	8040	866.86	866.86
GRAINGER	MISC SUPPLIES	9510983522 9508675577	63	8055	306.23	306.23
HACH COMPANY	LAB SUPPLIES	7197647	64	8040	109.24	109.24
HARDY DIAGNOSTICS	LAB SUPPLIES	026212 026194	65	8040	47.69	47.69
HERTZ	10MBI02 JACKHAMMER	25578343-001	66	19/8010	1,185.38	1,185.38
INDUSTRIAL MEDICAL GROUP	EMP RESPIRATOR REV	ANNUAL	67	8056	100.00	100.00
JB DEWAR	VEHICLE FUEL	759663	68	8020	419.24	419.24
JIM GUTHRIE	BOARD SERVICE	APRIL	69	7075	100.00	100.00
KEMIRA WATER SOLUTIONS	FERRIC CHLORIDE	9017194659	70	8050	7,381.48	7,381.48
LIEBERT CASSIDY WHITMORE	MASCOLO	130122	71	7071	1,377.00	1,377.00
LORI ANGELLO	BOARD SERVICE	APRIL	72	7075	200.00	200.00
MC MASTER CARR	MISC SUPPLIES	82796442	73	8056	166.14	166.14
NICKSONS MACHINE SHOP	MACHINE SLOTS	79851	74	8060	88.00	88.00
PG&E	SERVICE	APRIL	75	7091	8,163.64	8,163.64
PRAXAIR DISTRIBUTION	WELDING SUPPLIES	39434452	76	8030	39.53	39.53
SANTA MARIA DIESEL	MISC SUPPLIES	12608 12648	77	8030	58.70	245.17
				8060	186.47	
SHIPSEY & SEITZ	LEGAL SERVICES	APRIL	78	7071	20,741.75	20,741.75
STATE FUND COMPENSATION	WORK COMP	APRIL	79	6080	2,413.82	2,413.82
TELEDYNE ISCO, INC	REFRIG SAMPLER	956376 956008 955868	80	8030	6,309.83	6,309.83
TITAN INDUSTRIAL & SAFETY	MISC SUPPLIES	1045216 1045037 1045065	81	8056	338.69	1,219.87
		1045057 1045063 1045064		8060	881.18	
TONY FERRARA	BOARD SERVICE	APRIL	82	7075	100.00	100.00
UNDERGROUND SERVICE ALER	DIG ALERT SERVICE	11040041	83	7011	103.50	103.50
UNITED STAFFING ASSOC	DAY LABOR	049788 049493 049695	84	8060	1,303.50	1,303.50
USA BLUEBOOK	10MBI06 FERRIC TOTE	372207 381492	85	8040	2,669.36	2,669.36
WOESTE ELECTRIC INC.	ELEC REPAIRS	5946 5947 5948	86	8060	3,142.50	3,142.50
SUB TOTAL					157,180.41	157,180.41
PAYROLL	PPE 4/22/11				19,066.38	19,066.38
GRAND TOTAL					176,246.79	176,246.79

We hereby certify that the demands numbered serially from 050411-5548 to 050411-5586 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:

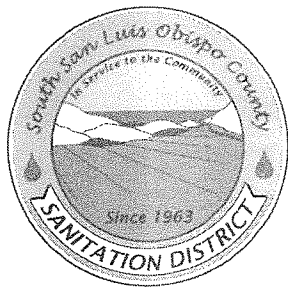
DATE: _____

Chairman

Board Member

Board Member

Secretary



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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1600 Aloha Oceano, California 93445-9735
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Date: April 27, 2011

To: John Wallace, District Administrator

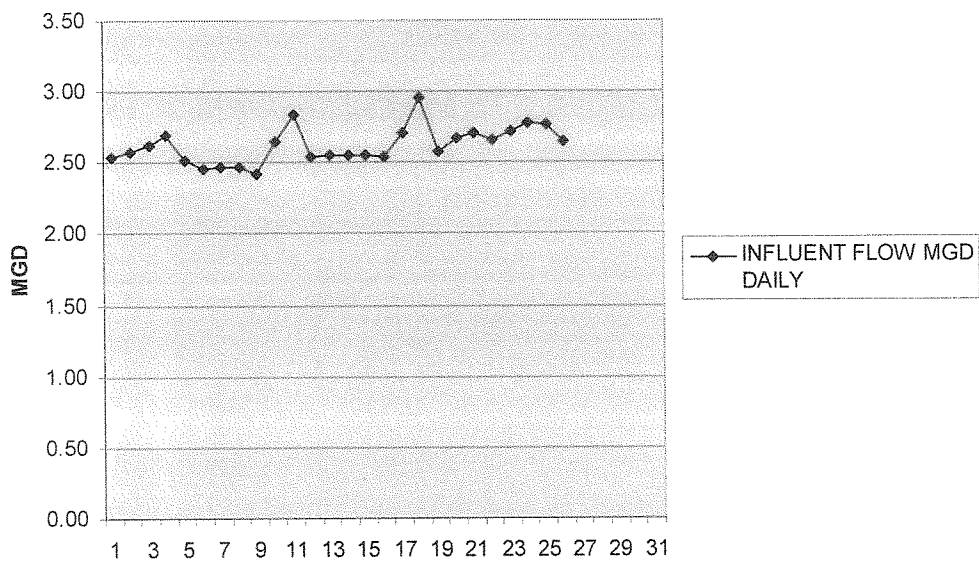
From: Bob Barlogio, acting CPO

Re: Superintendent's Report

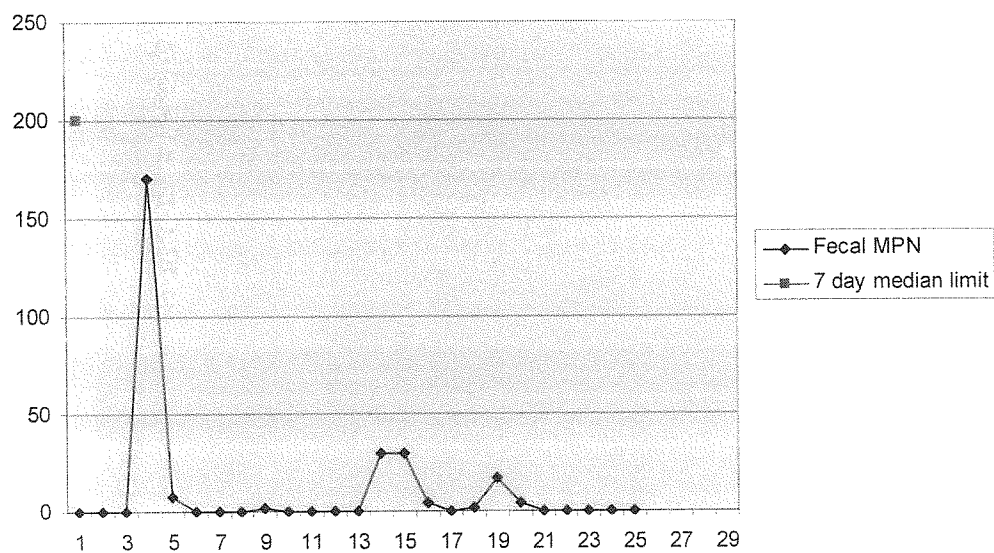
The average daily flow, so far this month is 2.62 million gallons per day.
Average influent BOD is 281mg/l, Total Suspended Solids is 346mg/l.
The average effluent BOD, so far this month is 28 mg/l.
The average effluent Total Suspended Solids (TSS), so far this month is 25 mg/l.
Our limit is 40 mg/l, monthly average on each.
Average BOD removal rate, so far this month is 91%, TSS removal is 93%.

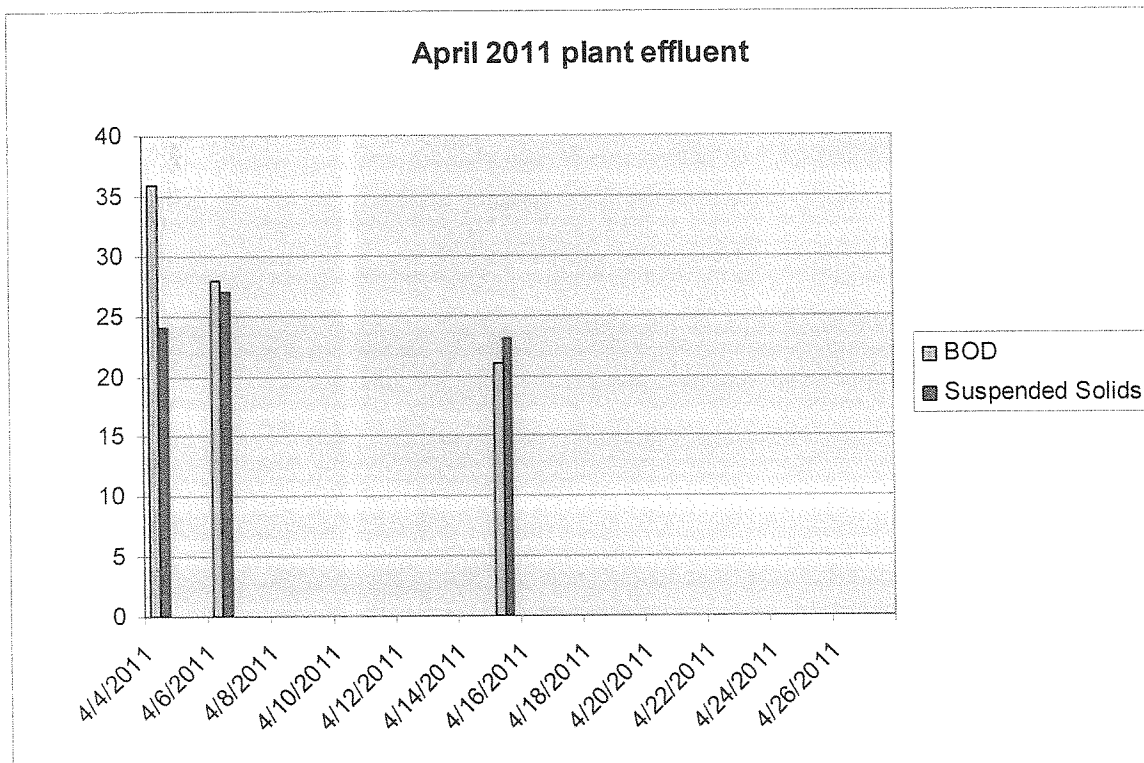
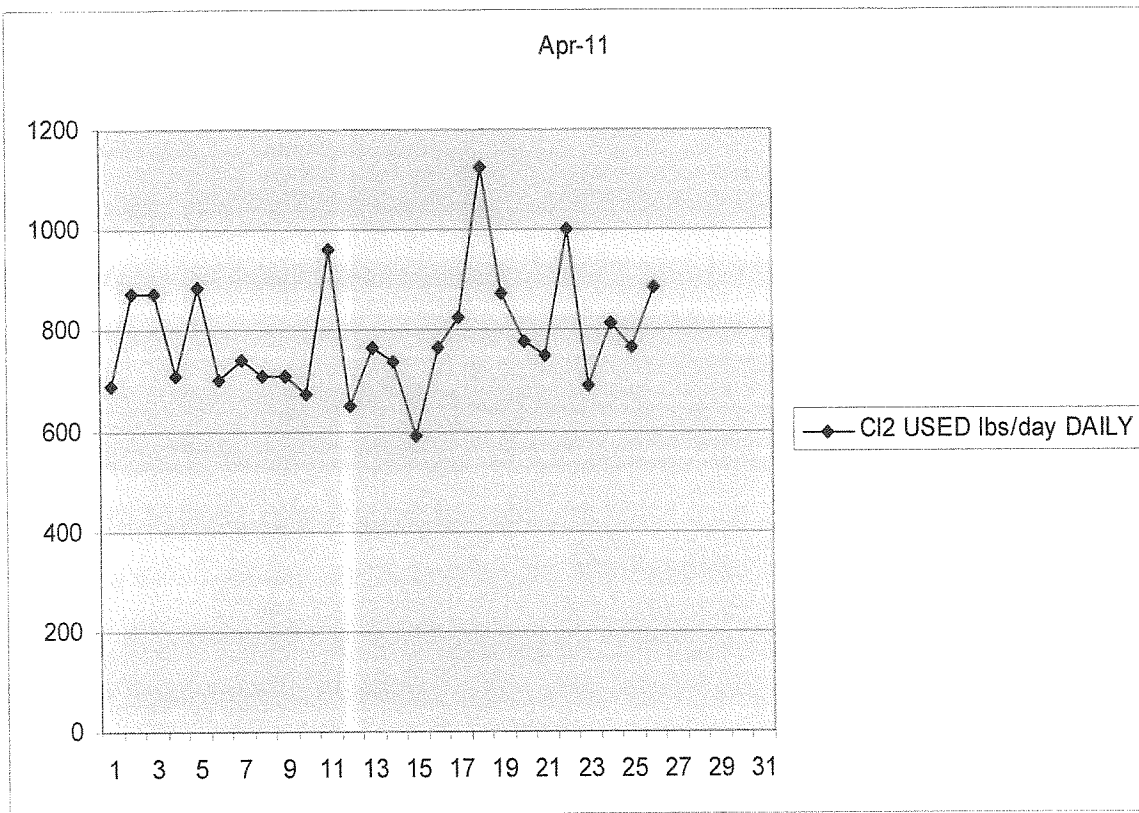
Replaced blades and washers on #1 influent grinder.
Electrician making repairs to office lighting, checking amp draw on several electric motors.
Poured thrust block for water line that will feed the new centrifuge building.
Updated Hazardous Material Business Plan for SLO county Environmental Health Dept.
Conducting annual sampling.
Preparing for the netting replacement on the FFR
Please see attached data on the plant discharge monitoring report.

April 2011



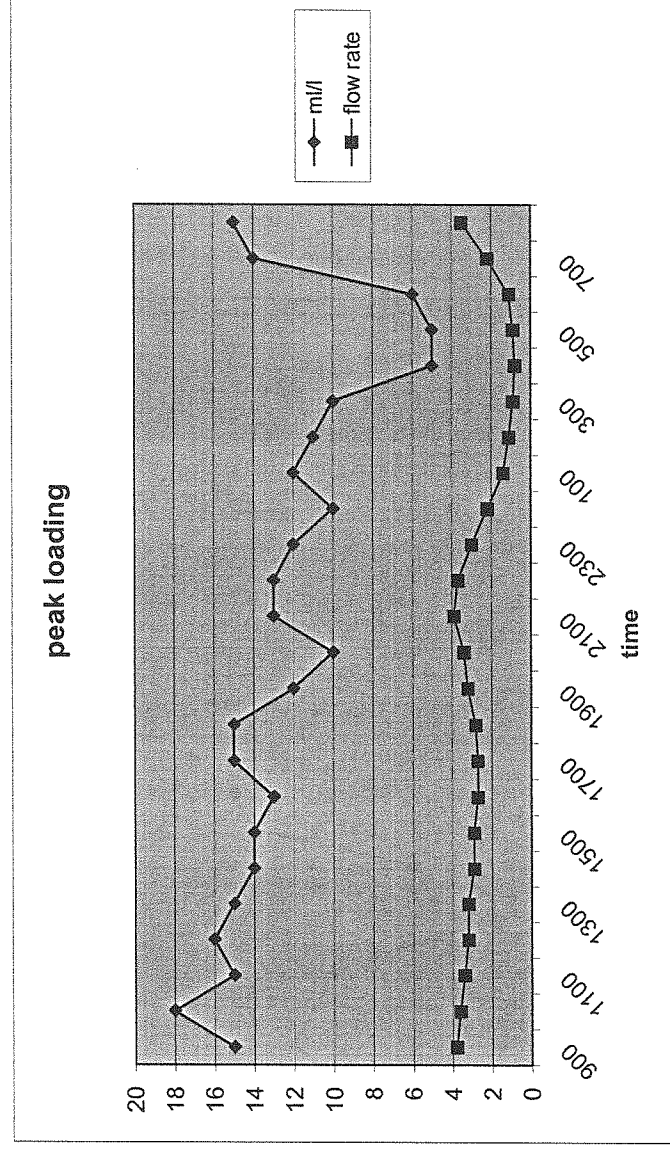
Apr-11





peak loading started sampling on March 26, at 9 AM, finishing on March 27, 2011 at 8 AM

time	ml/l	flow rate
900	15	3.8
1000	18	3.6
1100	15	3.4
1200	16	3.2
1300	15	3.2
1400	14	2.9
1500	14	2.9
1600	13	2.7
1700	15	2.7
1800	15	2.8
1900	12	3.2
2000	10	3.4
2100	13	3.9
2200	13	3.7
2300	12	3
2400	10	2.2
100	12	1.4
200	11	1.1
300	10	0.9
400	5	0.8
500	5	0.9
600	6	1.1
700	14	2.2
800	15	3.5





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Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: May 4, 2011

Subject: New Centrifuge 2A, Brough Construction Progress Payment No. 6

Recommendation:

Approve Progress Payment No. 6 to Brough Construction, Inc. in the amount of **\$68,124.98**. (**\$61,312.48** with retention deducted).

Funding:

The FY 2010-11 Budget includes the Major Budget Item 05 MBI 06 – *New Centrifuge 2A* – in the amount of **\$1,104,422**. The overall budget for all fiscal years is \$1,904,081.

Brough Construction was retained by a September 1, 2010 Board action for the lump sum amount of **\$827,134.00** to provide construction services for the project. The revised contract amount after CCOs 1-7, 11, 13, 14, and 16 is **\$ 899,210.00** (See attachments for a list of CCOs).

	Prior FY's	Current FY as of 03-31-11	Total All FYs	Proposed This Staff Report
Budget	\$ 799,659	\$ 1,104,422	\$ 1,904,081	\$ -
<u>Expenditures</u>			\$ -	\$ -
Capital Equipment	\$ 320,814	\$ -	\$ 320,814	\$ -
Studies	\$ -	\$ -	\$ -	\$ -
Testing / Troubleshooting	\$ -	\$ 5,263	\$ 5,263	\$ -
Design & Survey	\$ 433,186	\$ 46,479	\$ 479,665	\$ -
Contract Administration	\$ 3,007	\$ 79,549	\$ 82,556	\$ 18,629
Const Contingencies	\$ -	\$ 57,071	\$ 57,071	\$ -
PG&E Utility Service	\$ -	\$ 15,659	\$ 15,659	\$ -
<u>Construction</u>	\$ 42,652	\$ 354,024	\$ 396,676	\$ 61,312
Total Expenditures	\$ 799,659	\$ 558,045	\$ 1,357,705	\$ 79,942
Remaining Budget			\$ 546,377	\$ 466,435

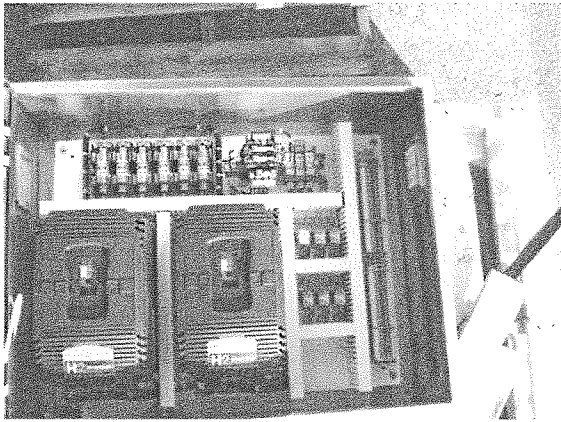
Discussion:

Monthly progress payment No. 6 includes compensation for work associated with this contract completed

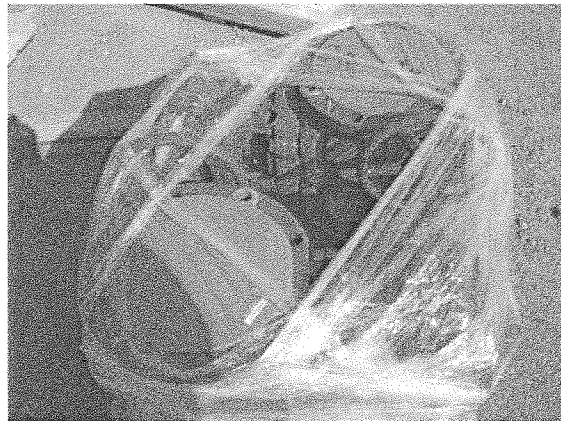
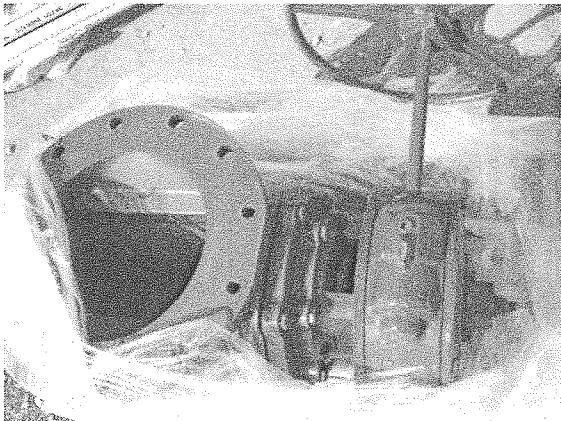
in the month of April. Tasks and percentage complete for this period are listed in the following table. Staff has closely monitored work performed under this contract and believes the invoice reflects the actual work performed by Brough Construction.

Item Description	Qty	Unit	Unit Price	Contract Amount	% Completed This Period	Cost This Period
Flood Gates on Building Mandoors	2	EA	\$5,860.00	\$11,720.00	25%	\$2,930.00
Pre-engineered Building	1	LS	\$54,840.00	\$54,840.00	8%	\$4,387.20
8" PVC SDR 35 Pipe for Centrate Drain & Storm Drain	290	LF	\$45.00	\$13,050.00	24%	\$3,150.00
6" Glass Lined DI Sludge Pipe Including Valves	110	LF	\$697.00	\$76,670.00	18%	\$13,940.00
6" PVC Schedule 80 Centrate Drain Pipe Including Valve	40	LF	\$56.00	\$2,240.00	50%	\$1,120.00
2" PVC Schedule 80 Underground Potable & Non-Potable Water	300	LF	\$8.00	\$ 2,400.00	33%	\$800.00
New 4" Valves	5	EA	\$830.00	\$4,150.00	25%	\$1,037.50
New 6" Valves	13	EA	\$1,700.00	\$22,100.00	25%	\$5,525.00
New 14" Plug Valve	1	EA	\$7,200.00	\$7,200.00	50%	\$3,600.00
Local Power Distribution Panel (MSB-CENT2AB)	1	LS	\$14,770.00	\$14,770.00	10%	\$7,385.00
Power & Communications Wiring – Existing Conduits and Pull Boxes (Heating and Mixing Building)	1	LS	\$20,400.00	\$20,400.00	10%	\$2,040.00
Power & Communications Conduits & Wiring – Existing Pull Boxes to New Centrifuge Building	1	LS	\$32,400.00	\$32,400.00	10%	\$3,240.00
Power & Communications Conduits & Wiring – Within New Centrifuge Building	1	LS	\$17,000.00	\$17,000.00	20%	\$3,400.00
Design, Install and Test SCADA System	1	LS	\$102,000.00	\$102,000.00	10%	\$10,200.00
Design, Install Graphics Screens as Req'd on Display Panel	20	EA	\$570.00	\$11,400.00	10%	\$1,140.00
CCO#7 – Potholing	1	LS	\$1,914.00	\$1,914.00	100%	\$1,914.00
CCO#9 – Replace Power Pull Box	1	LS	\$2,316.28	\$2,316.28	100%	\$2,316.28
Sub-total (Job to date)						\$68,124.98
Retainage (10%)						(\$6,812.50)
Net Total						\$61,312.48

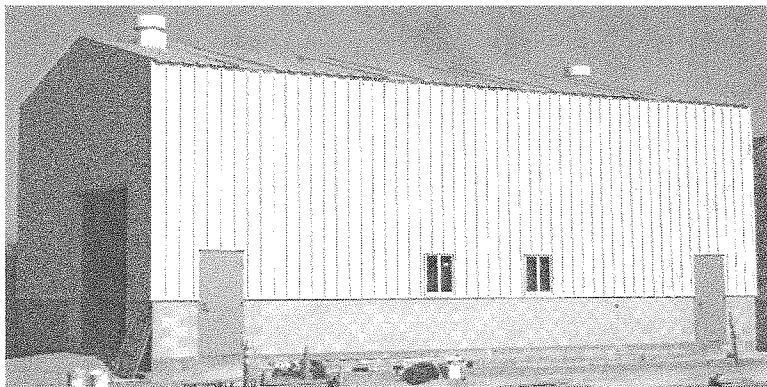
Staff recommends approval of Progress Payment No. 6 in the amount of \$ **68,124.98**. A 10% retainage of \$ **6,812.50** is withheld resulting in a net payable amount of \$ **61,312.48**.



Electrical Equipment On-Site



Valves Received On-Site



CMU Flood Wall and Building Progress



Pre-Engineered Building Progress

South San Luis Obispo County Sanitation District CENTRIFUGE 2A BUILDING				SSLOCSD PARTIAL PAYMENT ESTIMATE NO. 6	
OWNER: SSLOCSD		CONTRACTOR: Brough Construction, Inc.		PERIOD OF ESTIMATE FROM <u>4/01/11</u> TO <u>4/30/2011</u>	
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No	Owner Approval Date	Amount			
		Additions	Deductions		
1	12/1/2010		\$ (906.14)	1 Original Contract	\$ 827,134.00
2	12/1/2010	\$ 27,500.00		2 Change Orders	\$ 76,306.28
3	1/5/2011	\$ 18,700.00		3 Revised Contract (1 + 2)	\$ 903,440.28
4	2/2/2011	\$ 4,294.55		4 Work Completed* (Incl. CCO work)	\$ 515,305.48
5	2/2/2011	\$ 6,179.56		5 Stored Materials	\$ -
14	4/8/2011		\$ (2,300.00)	6 Subtotal (4 + 5)	\$ 515,305.48
16	4/8/2011		\$ (92.00)	7 Retainage to date	\$ 51,530.55
7	5/4/2011	\$ 1,914.00		8 Previous Payments	\$ 402,462.46
9	5/4/2011	\$ 2,316.28		9 Amount Due (5-10-11)	\$ 61,312.48
11	5/4/2011	Add 21 Raindays		* Detailed breakdown attached	
Alternate Bid 1	4/8/2011	\$ 18,700.00			
TOTALS		\$ 79,604.42	\$ (3,298.14)		
NET CHANGE			\$ 76,306.28		
CONTRACT TIME					
Original (calendar days) <u>180</u>		On Schedule <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Starting Date <u>10/11/10</u>	
Revised <u>27</u>				Project Completion <u>8/10/11</u>	
Remaining <u>37</u>					
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and believe the work covered by this payment estimate has been completed in accordance with the contract documents, and that all amounts have been paid by the contractor for work for which previous payment estimated was issued and payments received from the owner, and that current payment shown herein is now due. CONTRACTOR: BROUGH CONSTRUCTION, INC. By <u>[Signature]</u> Date <u>4/27/11</u>			CONTRACT ADMINISTRATOR The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents. WALLACE GROUP, Contract Administrator By <u>[Signature]</u> Date <u>4/27/11</u>		
RECOMMENDED BY ENGINEER ENGINEER <u>[Signature]</u> By _____ Date <u>04/27/11</u>			APPROVED BY DISTRICT: Owner: SSLOCSD By _____ Date _____		

South San Luis Obispo County Sanitation District - Centrifuge 2A

PROGRESS PAY - No. 6 BROUGH CONSTRUCTION, INC.

REF.	ITEM DESCRIPTION	ORIGINAL CONTRACT			THIS PERIOD		TOTAL TO DATE		% COMPLETE	
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY		AMOUNT
1	Mobilization, Demobilization and Clean Up	1	LS	\$31,500.00	\$ 31,500.00	0%	\$ -	60%	\$ 18,900.00	60%
2	Project Demolition, Removal and Disposals	1	LS	\$10,600.00	\$ 10,600.00	0%	\$ -	50%	\$ 5,300.00	50%
3	Survey of Construction Site	1	LS	\$2,600.00	\$ 2,600.00	0%	\$ -	100%	\$ 2,600.00	100%
4	Earthwork & Grading: Clearing, Grubbing and Prep Site for Building Construction	1	LS	\$32,900.00	\$ 32,900.00	0%	\$ -	100%	\$ 32,900.00	100%
5	New Reinforced Concrete Building Slab	1620	SF	\$20.00	\$ 32,400.00	0	\$ -	1,620	\$ 32,400.00	100%
6	New Reinforced Concrete Driveway	280	SF	\$18.50	\$ 5,180.00	0	\$ -	-	\$ -	0%
7	New Reinforced Concrete Flatwork	540	SF	\$9.50	\$ 5,130.00	0	\$ -	-	\$ -	0%
8	Reinforced Concrete Retaining / Bin Wall	147	LF	\$440.00	\$ 64,680.00	0.00	\$ -	147	\$ 64,680.00	100%
9	CMU Flood Wall	150	LF	\$62.50	\$ 9,375.00	0	\$ -	150	\$ 9,375.00	100%
10A	Flood Gates on Building Manddoors (2)	2	EA	\$5,860.00	\$ 11,720.00	25%	\$ 2,930.00	38	\$ 4,395.00	38%
10B	Flood Gates on Building Roll-up Door (1)	1	EA	\$13,800.00	\$ 13,800.00	0%	\$ -	25%	\$ 3,450.00	25%
11	Pre-engineered metal Building	1	LS	\$54,840.00	\$ 54,840.00	8%	\$ 4,387.20	98%	\$ 53,743.20	98%
12	Skid-mount Centrifuge Relocation & Installation & Associated piping Connections	1	LS	\$34,000.00	\$ 34,000.00	0%	\$ -	0%	\$ -	0%
13	Asphalt Paving / Patching	3270	SF	\$12.00	\$ 39,240.00	0	\$ -	-	\$ -	0%
14	Shoring, Sheeting, Plating and Bracing	1	LS	\$500.00	\$ 500.00	0%	\$ -	100%	\$ 500.00	100%
15	8" PVC SDR 35 Pipe for Centrate Drain & Storm Drain	290	LF	\$45.00	\$ 13,050.00	70	\$ 3,150.00	100%	\$ 13,050.00	100%
16	6" Glass Lined DI Sludge Pipe Including Valves	110	LF	\$697.00	\$ 76,670.00	20	\$ 13,940.00	72	\$ 50,184.00	65%
17	6" PVC Schedule 80 Centrate Drain Pipe Including Valve	40	LF	\$56.00	\$ 2,240.00	20	\$ 1,120.00	20	\$ 1,120.00	50%
18	3" Glass Lined DI Sludge Pipe Including Valves	2	LF	\$1,543.00	\$ 3,086.00	0	\$ -	25%	\$ 771.50	25%
19	4" PVC Schedule 80 Floor Drain & Drop Inlet Pipe	50	LF	\$31.00	\$ 1,550.00	0	\$ -	100%	\$ 1,550.00	100%
20	2" PVC Schedule 80 Underground Potable & Non-Potable Water Including Valves	300	LF	\$8.00	\$ 2,400.00	100	\$ 800.00	100%	\$ 2,400.00	100%
21	1" PVC Schedule 80 Underground Potable & Non-Potable Water Including Valves	32	LF	\$19.00	\$ 608.00	0	\$ -	-	\$ -	0%
22	2" ASTM A53 Galvanized Steel Pipe Above Ground Potable Water Including Valves	15	LF	\$62.00	\$ 930.00	0	\$ -	-	\$ -	0%
23	1" ASTM A53 Galvanized Steel Pipe Above Ground Potable Water Including Valves	65	LF	\$16.00	\$ 1,040.00	0	\$ -	-	\$ -	0%
24	Centrate Piping Manhole Tie-in	1	LS	\$785.00	\$ 785.00	0%	\$ -	100%	\$ 785.00	100%
25	Combination Eyewash Station Safety Shower	1	LS	\$2,300.00	\$ 2,300.00	0%	\$ -	0%	\$ -	0%
26	Piping Pressure Testing	1	LS	\$3,300.00	\$ 3,300.00	0%	\$ -	0%	\$ -	0%
27	New Pump/Grinder Pedestals	3	EA	\$1,480.00	\$ 4,440.00	0%	\$ -	-	\$ -	0%
28A	New Sludge Feed Pumps (2)	2	EA	\$39,000.00	\$ 78,000.00	0%	\$ -	25%	\$ 19,500.00	25%
28B	In-Line Grinder (1)	1	EA	\$22,400.00	\$ 22,400.00	0%	\$ -	25%	\$ 5,600.00	25%
29	New Valves - Five 4" Valves & Thirteen 6" Valves	5	EA	\$830.00	\$ 4,150.00	25%	\$ 1,037.50	25%	\$ 1,037.50	25%
		13	EA	\$1,700.00	\$ 22,100.00	25%	\$ 5,525.00	25%	\$ 5,525.00	25%
30	14" Plug Valve	1	EA	\$7,200.00	\$ 7,200.00	50%	\$ 3,600.00	50%	\$ 3,600.00	50%
31	Temporary Sludge Pumps & Temporary Sludge Piping	1	LS	\$6,350.00	\$ 6,350.00	0%	\$ -	0%	\$ -	0%
32	Tie-In of New Calces / Piping with Existing Piping	1	LS	\$6,400.00	\$ 6,400.00	0%	\$ -	0%	\$ -	0%
33	Sludge Feed Pump, VFD Panel & Appurtenances	1	LS	\$10,200.00	\$ 10,200.00	0%	\$ -	25%	\$ 2,550.00	25%
34	Local Power Distribution Panel (MSB-CENT2AB)	1	LS	\$14,770.00	\$ 14,770.00	50%	\$ 7,385.00	75%	\$ 11,077.50	75%

35	Power & Communications Wiring - Existing Conduits and Pull Boxes (Heating and Mixing Building)	1	LS	\$20,400.00	\$	20,400.00	10%	\$	2,040.00	60%	\$	12,240.00	60%
36	Power & Communications Conduits & Wiring - Existing Pull Boxes to New Centrifuge Building	1	LS	\$32,400.00	\$	32,400.00	10%	\$	3,240.00	60%	\$	19,440.00	60%
37	Power & Communications Conduits & Wiring - Within New Centrifuge Building	1	LS	\$17,000.00	\$	17,000.00	20%	\$	3,400.00	70%	\$	11,900.00	70%
38	Reroute PC&E Main Electrical Site Supply	1	LS	\$11,500.00	\$	11,500.00	0%	\$	-	100%	\$	11,500.00	100%
39	Design, Install and Test SCADA System	1	LS	\$102,000.00	\$	102,000.00	10%	\$	10,200.00	35%	\$	35,700.00	35%
39A	Design, Install Graphics Screens as Req'd on Display Panel	20	EA	\$570.00	\$	11,400.00	10%	\$	1,140.00	10%	\$	1,225.50	11%
	TOTAL				\$	827,134.00			63,894.70		\$	438,999.20	53%

REF.	ITEM DESCRIPTION - ALT. BID SCHEDULE (POTENTIAL ADDITIONAL WORK)	ORIGINAL CONTRACT		THIS PERIOD		TOTAL TO DATE		% COMPLETE (BASED ON 60 CALENDAR DAYS)
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	
40	Dewatering Ground Water (Based on 60 calendar days)	59	DAY	\$1,100.00	\$	0	\$	59.00
	TOTAL				\$		\$	64,900.00
								100%

CONTRACT CHANGE ORDERS											
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	THIS PERIOD	TOTAL TO DATE	% COMPLETE	
1	Credit for Vault Lid	1	LS	\$ (906.14)	\$ (906.14)	0	\$ -		1.00	\$ (906.14)	100%
2	Alternate Bid Item #40 Dewatering (25 days)	25	days	\$1,100.00	\$ 27,500.00	0	\$ -		25.00	\$ 27,500.00	100%
3	Alternate Bid Item #40 Dewatering (17 days)	17	days	\$1,100.00	\$ 18,700.00	0	\$ -		17.00	\$ 18,700.00	100%
4	Crushed Rock vs Class II Base	1	LS	\$4,294.55	\$ 4,294.55	0	\$ -		1.00	\$ 4,294.55	100%
5	Alternate Bid Item # 40 Dewatering (17 days)	17	days	\$1,100.00	\$ 18,700.00	0	\$ -		17.00	\$ 18,700.00	100%
16	Encase Conduits in Red Concrete	1	LS	\$6,179.59	\$ 6,179.59	0	\$ -		1.00	\$ 6,179.59	100%
14	Remove Eyewash Station from contract (item #25)	1	LS	(\$2,300.00)	\$ (2,300.00)	0	\$ -		1.00	\$ (2,300.00)	100%
16	Credit for Anchor Bolting Error by Subcontractor	1	LS	(\$92.00)	\$ (92.00)	0	\$ -		1.00	\$ (92.00)	100%
7	Potholing	1	LS	\$1,914.00	\$ 1,914.00	1	\$ 1,914.00		1.00	\$ 1,914.00	100%
9	Replace Power Pull Box	1	LS	\$2,316.28	\$ 2,316.28	1	\$ 2,316.28		1.00	\$ 2,316.28	100%
11	Rain Delay Days Contract Time Adjustment 21 Days	1	LS	\$0.00	\$ -	1	\$ -		1.00	\$ -	100%
	SUB TOTAL CONTRACT CHANGE ORDERS				\$ 76,306.28		\$ 4,230.28		\$	76,306.28	100%
	TOTAL CONSTRUCTION COST								\$	515,305.48	

TOTAL PROJ CONST COST = \$ 903,440.28

RETAINAGE			
WORK COMPLETED	THIS PERIOD	PERCENT	RETAINED
	58,124.98	10%	\$ 6,812.50
STORED MATERIALS	N/A	N/A	\$ -
TOTAL			\$ 6,812.50

NET PAY THIS APP: \$ 61,312.48



634 Printz Road
ARROYO GRANDE CA 93420
805-489-7779 Phone
805-473-2479 Fax

*** Contract Invoice ***

To: South SLO Sanitation District
1600 Aloha Place
OCEANO CA 93445

Invoice No: 100336
Invoice Date: 04/26/2011
Estimate No: 100336
Completed Thru: 04/30/2011
Owner Job No: 10033

Contract: 10033 Centrifuge 2A Building Project

Phase	Description of Work	Contract Values			Previously Completed		This Invoice		Total To-Date	
		Quantity	Unit Price	\$ Amount	Quantity	\$ Amount	Quantity	\$ Amount	Quantity	\$ Amount
01	Mobilization/Demo/Clean	1.000 LS	31500.0000	31500.00	0.600	18900.00	0.000	0.00	0.600	18900.00
02	Project Demo/Removal	1.000 LS	10600.0000	10600.00	0.500	5300.00	0.000	0.00	0.500	5300.00
03	Survey of Site	1.000 LS	2600.0000	2600.00	1.000	2600.00	0.000	0.00	1.000	2600.00
04	Earthwork and Grading	1.000 LS	32900.0000	32900.00	1.000	32900.00	0.000	0.00	1.000	32900.00
05	New Concrete Blдинг Sla	1620.000 SF	20.0000	32400.00	1620.000	32400.00	0.000	0.00	1620.000	32400.00
06	New Concrete Driveway	280.000 SF	18.5000	5180.00	0.000	0.00	0.000	0.00	0.000	0.00
07	New Concrete Flatwork	540.000 SF	9.5000	5130.00	0.000	0.00	0.000	0.00	0.000	0.00
08	Concrete Retaining Bin	147.000 LF	440.0000	64680.00	147.000	64680.00	0.000	0.00	147.000	64680.00
09	CNU Flood Wall	150.000 LF	62.5000	9375.00	150.000	9375.00	0.000	0.00	150.000	9375.00
10A	Flood gates on mandooors	2.000 EA	5860.0000	11720.00	0.250	1465.00	0.500	2930.00	0.750	4395.00
10B	Flood gates on rollup d	1.000 EA	13800.0000	13800.00	0.250	3450.00	0.000	0.00	0.250	3450.00
11	Pre-engineered Metal Bl	1.000 LS	54840.0000	54840.00	0.900	49356.00	0.080	4387.20	0.980	53743.20
12	Centrifuge relocation	1.000 LS	34000.0000	34000.00	0.000	0.00	0.000	0.00	0.000	0.00
13	Asphalt Paving/Patching	3270.000 SF	12.0000	39240.00	0.000	0.00	0.000	0.00	0.000	0.00
14	Shoring/Sheeting/Platin	1.000 LS	500.0000	500.00	1.000	500.00	0.000	0.00	1.000	500.00
15	8"PVC SDR 35 Pipe	290.000 LF	45.0000	13050.00	220.000	9900.00	70.000	3150.00	290.000	13050.00
16	6" DI Sludge Pipe	110.000 LF	697.0000	76670.00	52.000	36244.00	20.000	13940.00	72.000	50184.00
17	6"PVC Sch 80 Drain Pipe	40.000 LF	56.0000	2240.00	0.000	0.00	20.000	1120.00	20.000	1120.00
18	3" DI Sludge Pipe	2.000 LF	1543.0000	3086.00	0.500	771.50	0.000	0.00	0.500	771.50
19	4"PVC Sch 80 Floor Drain	50.000 LF	31.0000	1550.00	50.000	1550.00	0.000	0.00	50.000	1550.00
20	2"PVC Sch 80 Undergroun	300.000 LF	8.0000	2400.00	200.000	1600.00	100.000	800.00	300.000	2400.00
21	1"PVC Sch 80 Undergroun	32.000 LF	19.0000	608.00	0.000	0.00	0.000	0.00	0.000	0.00
22	2"ASTM A53 Galv Steel P	15.000 LF	62.0000	930.00	0.000	0.00	0.000	0.00	0.000	0.00
23	1"ASTM A53 Galv Steel P	65.000 LF	16.0000	1040.00	0.000	0.00	0.000	0.00	0.000	0.00
24	Centrate Piping manhole	1.000 LS	785.0000	785.00	1.000	785.00	0.000	0.00	1.000	785.00
25	Combo eyewash/safety sh	1.000 LS	2300.0000	2300.00	0.000	0.00	0.000	0.00	0.000	0.00
26	Piping Pressure Testing	1.000 LS	3300.0000	3300.00	0.000	0.00	0.000	0.00	0.000	0.00
27	New pumps/grinder pedst	3.000 EA	1480.0000	4440.00	0.000	0.00	0.000	0.00	0.000	0.00
28A	New Sludge Feed Pumps	2.000 EA	39000.0000	78000.00	0.500	19500.00	0.000	0.00	0.500	19500.00
28B	In-Line Grinder	1.000 EA	22400.0000	22400.00	0.250	5600.00	0.000	0.00	0.250	5600.00
29A	New Valves-Five 4" Valv	5.000 EA	830.0000	4150.00	0.000	0.00	1.250	1037.50	1.250	1037.50
29B	New Valves-Thirteen 6"	13.000 EA	1700.0000	22100.00	0.000	0.00	3.250	5525.00	3.250	5525.00
30	14" Plug Valve	1.000 EA	7200.0000	7200.00	0.000	0.00	0.500	3600.00	0.500	3600.00
31	Temp Sludge Pumps/Pipin	1.000 LS	6350.0000	6350.00	0.000	0.00	0.000	0.00	0.000	0.00
32	Tie-in of valves/piping	1.000 LS	6400.0000	6400.00	0.000	0.00	0.000	0.00	0.000	0.00
33	Sludge Feed Pump/VFD Pn	1.000 LS	10200.0000	10200.00	0.250	2550.00	0.000	0.00	0.250	2550.00
34	Local Power Dist Panel	1.000 LS	14770.0000	14770.00	0.250	3692.50	0.500	7385.00	0.750	11077.50

634 Printz Road
ARROYO GRANDE CA 93420

805-489-7779 Phone
805-473-2479 Fax

*** **Contract Invoice** ***

To: South SLO Sanitation District
1600 Aloha Place
OCEANO CA 93445

Invoice No: 100336
Invoice Date: 04/26/2011

Estimate No: 100336
Completed Thru: 04/30/2011
Owner Job No: 10033

Contract: 10033 Centrifuge 2A Building Project

Continued from previous page...

Phase	Description of Work	Contract Values			Previously Completed		This Invoice		Total To-Date		
		Quantity	Unit Price	\$ Amount	Quantity	\$ Amount	Quantity	\$ Amount	Quantity	\$ Amount	
35	Power/Communication Wir	1.000	LS	20400.0000	20400.00	0.500	10200.00	0.100	2040.00	0.600	12240.00
36	Power/Communication Con	1.000	LS	32400.0000	32400.00	0.500	16200.00	0.100	3240.00	0.600	19440.00
37	Power Wiring-New Bldg	1.000	LS	17000.0000	17000.00	0.500	8500.00	0.200	3400.00	0.700	11900.00
38	Reroute PG&E Main Site	1.000	LS	11500.0000	11500.00	1.000	11500.00	0.000	0.00	1.000	11500.00
39	Design/Install SCADA Sy	1.000	LS	102000.0000	102000.00	0.250	25500.00	0.100	10200.00	0.350	35700.00
40	Design/Install Graphics	20.000	EA	570.0000	11400.00	0.150	85.50	2.000	1140.00	2.150	1225.50
Original Contract Total:				827,134.00		375,104.50		63,894.70		488,999.20	
60	C/O #1-Vault Lid Credit	-1.000	LS	-906.1400	-906.14	-1.000	-906.14	0.000	0.00	-1.000	-906.14
60	C/O #4-Crushed Rock	1.000	LS	4294.5500	4294.55	1.000	4294.55	0.000	0.00	1.000	4294.55
60	C/O #2-3-Dewatering	43.000	Days	1100.0000	47300.00	42.000	46200.00	0.000	0.00	42.000	46200.00
60	C/O #6-Encase Conduits	1.000	LS	6179.5900	6179.59	1.000	6179.59	0.000	0.00	1.000	6179.59
60	C/O #7-Potholing	1.000	EA	1914.0000	1914.00	0.000	0.00	1.000	1914.00	1.000	1914.00
60	C/O #9 - Vault Install	1.000	EA	2316.2800	2316.28	0.000	0.00	1.000	2316.28	1.000	2316.28
60	C/O #5 - Dewatering	17.000	Days	1100.0000	18700.00	17.000	18700.00	0.000	0.00	17.000	18700.00
60	C/O #14-Eyewash Station	-1.000	LS	-2300.0000	-2300.00	-1.000	-2300.00	0.000	0.00	-1.000	-2300.00
60	C/O #16-Anchor Bolt Cre	-1.000	LS	-92.7000	-92.70	-1.000	-92.70	0.000	0.00	-1.000	-92.70
Total Change Orders:				77,405.58		72,075.30		4,230.28		76,305.58	
Total Contract To-Date:				904,539.58		447,179.80		68,124.98		515,304.78	
Work Completed To-Date:										515,304.78	
Less Retention:										51,530.48	
										463,774.30	
Less Previous Billing:										402,461.82	
Current Payment Due:										61,312.48	

(Release Form 1)

**Conditional Waiver and Release
Upon Progress Payment**

Upon receipt by the undersigned of a check from:

South SLO Sanitation District in the sum of \$61,312.48 payable to: Brough Construction, Inc. and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of: South SLO Sanitation District

Located at: Centrifuge 2A Building Project
1600 Aloha Place
OCEANO, CA

to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to: South SLO Sanitation District through 04/30/2011 only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 04/26/2011 Brough Construction, Inc.

By: 

Title: Sec/uro

Note: This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This form is intended to meet the requirements of California Civil Code Section 3262(d)(1) as of January 1, 1994.



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

<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, *District Administrator* 
Date: May 5, 2011

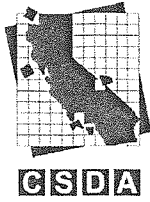
Subject: California Special Districts' Nomination

Recommendation:

Staff recommends the Board receive and consider the attached information from CSDA regarding interest in their Board or Directors.

Discussion:

The attached letter indicates that the CSDA will elect directors for six seats that will expire. Our region is No. 4 and the incumbent is Tim Unruh of the Kern County Cemetery District. If any of our Board members are interested in serving the Board should take action to nominate and provide the form to CSDA by August 5, 2011.



California Special Districts Association

Districts Stronger Together

DATE: March 2, 2011

TO: CSDA Voting Member Presidents and General Managers

FROM: CSDA Elections and Bylaws Committee

**SUBJECT: CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT C**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2011-2014 term.

The leadership of CSDA is elected from its six geographical regions. Each of the six regions has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA regular member located within the geographic region that they seek to represent. (See attached Region Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration.

Commitment: Serving on the Board requires one's interest in the issues confronting special districts statewide. A board member is expected to attend all board meetings held every other month, usually on the second Friday of the month, at CSDA's office in Sacramento. Besides serving on the Board, each Board Member is expected to participate on at least one committee, which usually meets 3-4 times a year in Sacramento. CSDA reimburses directors for their related expenses for Board and Committee meetings as outlined in Board Policy. In addition, all Board Members are expected to attend CSDA's two annual events: Special Districts Legislative Days (held in the spring) and the Annual Conference (held in the fall) as part of their obligation to the CSDA membership; expenses for these two events are not reimbursed by CSDA, even if a board meeting or committee meeting is held in conjunction with the event.

Nomination Procedures: Any regular member Independent Special District is eligible to nominate one person, a board member or managerial employee (as

defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action must accompany the nomination. The deadline for receiving nominations is May 27, 2011.** Nominations and supporting documentation may be mailed or faxed.

Nominees will receive a Candidate's Packet in the mail. The packet will include campaign guidelines.

CSDA will mail ballots on June 10th. The ballots must be received by CSDA no later than 5:00 p.m. August 5, 2011 and must be the original ballot (no faxes or e-mails). The successful candidates will be notified no later than August 9th. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in October.

Expiring Terms

(See enclosed map for regional breakdown)

Region 1	Seat C	Phil Schoefer, Western Shasta Resource Conservation District **
Region 2	Seat C	Pete Kampa, Tuolumne Utilities District **
Region 3	Seat C	Stanley Caldwell, Mt. View Sanitary District *
Region 4	Seat C	Tim Unruh, Kern County Cemetery District #1 **
Region 5	Seat C	Jim Acosta, Saticoy Sanitary District *
Region 6	Seat C	Dewey Ausmus, North County Cemetery District *

* = Incumbent is running for re-election

** = Incumbent may run again

If you have any questions, please contact Charlotte Lowe at 877-924-CSDA or charlottel@csda.net.

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
BOARD OF DIRECTORS

NOMINATION FORM

PLEASE BE SURE THE CANDIDATE'S PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE

Name of Candidate: _____

District: _____

Mailing
Address: _____

Region: _____ (see attached map)

Telephone: _____

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this **form and a Board resolution/minute action** supporting
the candidate by fax or mail to:

CSDA
Attn: Charlotte Lowe
1112 I Street, Suite 200
Sacramento, CA 95814
(916) 442-7887 (916) 442-7889 fax

DEADLINE FOR RECEIVING NOMINATIONS – May 27, 2011



2011 CSDA Board of Directors by Region

Region 1

Mark Bryant, Garberville Sanitary District
Norman Shopay, McKinleyville CSD
Phil Schoefer, Western Shasta RCD

Region 2

Noelle Mattock, El Dorado Hills CSD
Ginger Root, Tuxedo Country Club FPD
Pete Kampa, Tuolumne Utilities District

Region 3

James Kohnen, Alameda County Mosquito AD
Sherry Sterrett, Pleasant Hill RPD
Stanley Caldwell, Mt. View Sanitary District

Region 4

Adrienne (Ann) Mathews, Kern County Water Agency
Tim Ruiz, East Niles CSD
Tim Unruh, Kern County Cemetery District No. 1

Region 5

Jack Curtis, Ojai Valley Sanitary District
Kathy Tiegs, Cucamonga Valley Water
Jim Acosta, Saticoy Sanitary District

Region 6

Jo MacKenzie, Vista Irrigation District
William Nelson, Orange County Cemetery District
Dewey Ausmus, North County Cemetery District



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

<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: May 4, 2011

Subject: National Public Works Week, Resolution No. 2011-286

Recommendation:

Staff recommends the Board adopt Resolution No. 2011-286 proclaiming that May 15-21, 2011 is National Public Works Week in the District.

Discussion:

The American Public Works Association and other professional public works organizations have designated the week of May 15-21, 2011 as "National Public Works Week". The District's staff and the facilities that they operate and maintain are essential components of the District and member agencies' critical infrastructure. It is appropriate to recognize the public works staff and the jobs they do by adoption of the attached resolution.

**SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT
RESOLUTION NO. 2011 - 286**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT**

National Public Works Week Proclamation

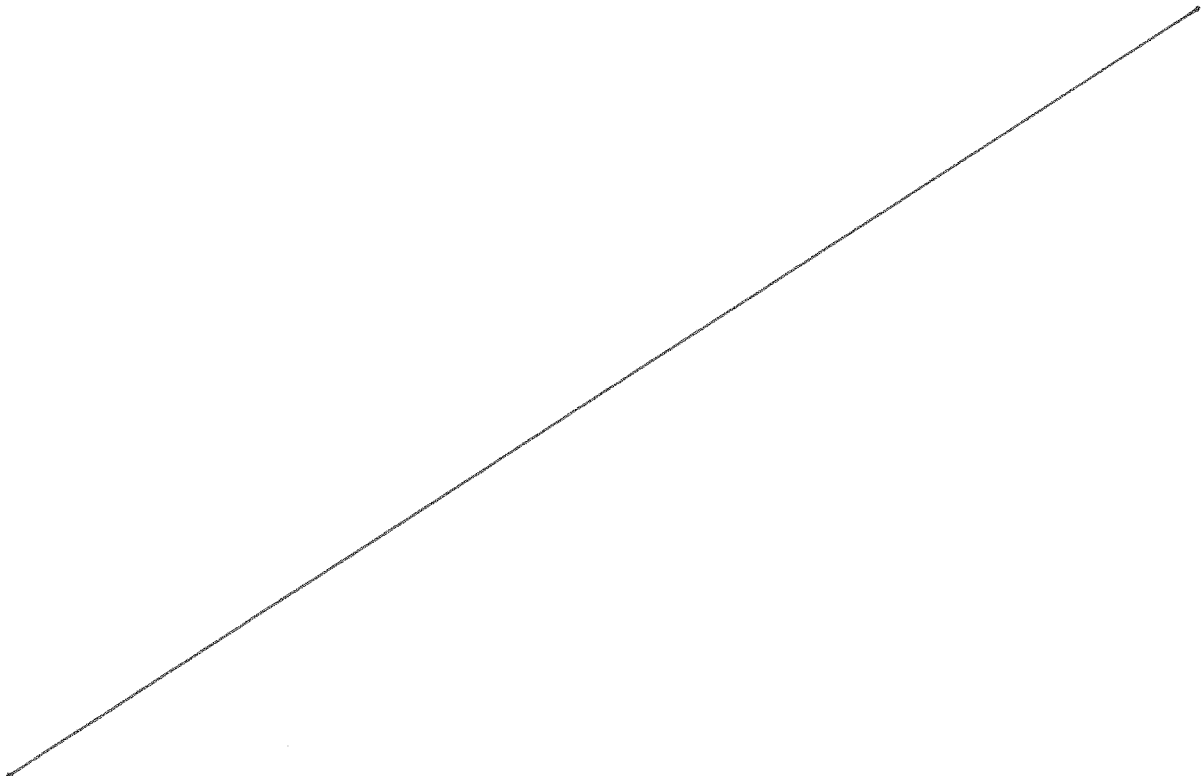
WHEREAS, public works services provided in our communities are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as sewers, streets, public buildings, solid waste and recycling collection, and wastewater treatment facilities; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works operators, staff and officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public work facilities is materially influenced by the people's attitude and understanding of the importance of the work they perform,



NOW, THEREFORE, the Board of Directors of the South San Luis Obispo County Sanitation District, do hereby resolve and proclaim the week of May 15–21, 2011 as

“National Public Works Week”

in the South San Luis Obispo County Sanitation District, and we call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing the District’s services and to recognize the contributions which public works staff make every day to our health, safety, comfort, and quality of life.

Upon motion of Board Member _____, seconded by Board Member _____ on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted this 4th day of May, 2011.

BILL NICOLLS
Chairman

ATTEST:

JOHN WALLACE
Secretary to the Board

MICHAEL W. SEITZ
District Legal Counsel

APPROVED AS TO FORM:


MICHAEL W. SEITZ, District Legal Counsel



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
<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, *District Administrator* 
Date: May 4, 2011
Subject: Lease Amendment for Cell Tower From Cellular One to New Cingular Wireless PCS, LLC (ATT)

Recommendation:

Staff recommends the Board approve the attached Lease Amendment in concept and direct staff to sign the amendment on behalf of the District after final review by District Counsel.

Funding:

The current lease payment is \$1,625.20 per month. The lease amendment provides for a 10% increase in the amount of those payments to \$1,787.72 per month.

Discussion:

Previously, on August 1, 2002, the District entered into a lease for a cell site to be located on the District's plant site. The terms of the lease call for a 5-year initial lease and three, five year options to renew. The current lease expires on July 31, 2010 unless extended. Recently, Cellular One has transferred its interest in the lease to "New Cingular Wireless PCS, LLC" (ATT). As a consideration for the District's acknowledgment of this transfer, the new lessee has agreed to increase their current lease payments by 10% with future increases as provided for in the original lease agreement. There are no other substantive changes as a part of this transfer.

Market: Los Angeles
Cell Site Number: SLG43
Cell Site Name: Oceano
Fixed Asset Number: 10548028

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AND LICENSE AGREEMENT

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE AND LICENSE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below ("**Effective Date**"), is by and between South San Luis Obispo County Sanitation District, a public agency, having a mailing address of P.O. Box 339, Oceano, CA 93445 ("**Lessor and/or Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to SLO Cellular, Inc., a California Corporation dba Cellular One of San Luis Obispo, a California Corporation, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Lessee and/or Licensee**").

WHEREAS, Lessor and Lessee entered into a Communications Site Lease and License Agreement dated August 1, 2002, whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1600 Aloha Place, Oceano, CA 93445 ("**Agreement**"); and

WHEREAS, in that certain Assignment and Assumption of Lease ("**Assignment**") dated _____, 201__ SLO Cellular, Inc. A California Corporation dba Cellular One of San Luis Obispo assigned the Agreement to Lessee and said Assignment is attached hereto as Exhibit 1; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee/Licensee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Rent.** Commencing upon the Effective Date, Rent shall be increased by One Hundred and Sixty-Two and 52/100 Dollars (\$162.52) per month, subject to further adjustments as provided in the Agreement.

2. **Notices.** Section 19 (d) of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to LESSOR : South San Luis Obispo
Sanitation District
P.O. Box 339
Oceano, CA 93445

If to LESSEE: New Cingular Wireless PCS, LLC

Attn: Network Real Estate Administration
Re: Cell Site # SLG43
Cell Site Name: Oceano
Fixed Asset #: 10548028
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # SLG43
Cell Site Name: Oceano
Fixed Asset #: 10548028
(U.S. Mail) P.O. Box 97061
Redmond, WA 98073-9761
(overnight courier) 16331 NE 72nd Way, RTC1
Redmond, WA 98052

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

LESSOR:

South San Luis Obispo County Sanitation District,
a Public Entity

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

By: _____
Print Name: _____
Its: _____
Date: _____

EXHIBIT 1

ASSIGNMENT AND ASSUMPTION OF LEASE

LESSOR ACKNOWLEDGEMENT

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

LESSEE ACKNOWLEDGEMENT

State of California

County of _____)

On _____ before me, _____,
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**RECORDING REQUESTED BY
AND UPON RECORDATION
RETURN TO:**

Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, Georgia 30309
Attention: Jessica L. Hill, Esq.

(Space Above For Recorder's Use)

**MEMORANDUM OF LEASE
(Site 156 - Oceano)**

This MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of this _____ day of _____, 2011, by and between SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (hereinafter referred to as "Landlord"), and NEW CINGULAR WIRELESS PCS, LLC (hereinafter referred to as "Tenant").

1. Lease. Landlord has leased that certain parcel of real property (the "Premises") in San Luis Obispo County, California which is part of a larger parcel of real property described on Exhibit "A" attached hereto and incorporated herein by reference, pursuant to an unrecorded Communications Site Lease and License Agreement dated as of August 1, 2002 (the "Lease") between Landlord and SLO Cellular Inc. dba Cellular One of San Luis Obispo (the "Original Tenant"). Original Tenant has assigned all of its right, title and interest as tenant under the Lease to Tenant. The Lease is for a term commencing on August 1, 2002 and terminating on August 1, 2012 with two (2) options to extend for five (5) years.

2. Miscellaneous. This Memorandum has been executed for the purpose of providing notice of the Lease, and this Memorandum shall not, and shall not be construed to alter, modify, limit, amend or supplement the Lease in any respect. This Memorandum may be executed in multiple counterparts, and by each party on separate counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Memorandum shall not be construed as a conveyance.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum effective the day and year first above written.

LANDLORD:

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

By: _____

Name: _____

Title: _____

TENANT:

NEW CINGULAR WIRELESS PCS, LLC, a
Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

By: _____

Name: _____

Title: _____

State of California)
)
County of _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of Georgia)
)
County of DeKalb)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

APN: 061-091-018

PROPERTY LEGAL DESCRIPTION:

PARCEL 1:

THAT PORTION OF MAP NO. 2 OF LAKESIDE PARK, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED MAY 21, 1928 IN BOOK 3, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEAST LINE OF SAN LUIS PLACE, AT ITS INTERSECTION WITH THE CENTERLINE OF HONOLULU AVENUE WHICH POINT BEARS NORTH $32^{\circ} 49' 30''$ EAST A DISTANCE OF 288.92 FEET FROM THE INTERSECTION OF SAID SOUTHEAST LINE OF SAN LUIS PLACE WITH THE SOUTHWESTERLY LINE OF PACIFIC AVENUE, SAID INTERSECTION BEING THE SOUTHERLY TERMINUS OF A LINE SHOWN IN BOOK 5, PAGE 6 OF RECORDS OF SURVEYS, SAN LUIS OBISPO COUNTY, CALIFORNIA, AND NOTED AS "NORTH $37^{\circ} 47'$ EAST, 445.00 FT."; THENCE SOUTH $37^{\circ} 08' 43''$ EAST, ALONG THE CENTERLINE OF HONOLULU AVENUE, 50.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH $37^{\circ} 08' 43''$ EAST, 831.36 FEET TO A POINT; THENCE SOUTH $32^{\circ} 51' 17''$ WEST 113.18 FEET TO AN ANGLE POINT ON THE SOUTH BOUNDARY OF THE OCEANO-COUNTY AIRPORT; THENCE NORTH $85^{\circ} 40' 55''$ WEST, ALONG SAID SOUTH AIRPORT BOUNDARY, 1039.81 FEET; THENCE NORTH $32^{\circ} 49' 30''$ EAST 818.41 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS OVER A STRIP OF LAND OF THE UNIFORM WIDTH OF 30 FEET, LYING CONTIGUOUS TO AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEAST LINE OF SAN LUIS PLACE, AT ITS INTERSECTION WITH THE CENTERLINE OF HONOLULU AVENUE, WHICH POINT BEARS NORTH $32^{\circ} 49' 30''$ EAST A DISTANCE OF 288.92 FEET FROM THE INTERSECTION OF SAID SOUTHEAST LINE OF SAN LUIS PLACE WITH THE SOUTHWESTERLY LINE OF PACIFIC AVENUE, SAID INTERSECTION BEING THE SOUTHERLY TERMINUS OF A LINE SHOWN IN BOOK 5, PAGE 6 OF RECORDS OF SURVEYS, SAN LUIS OBISPO COUNTY, CALIFORNIA, AND NOTED AS "NORTH $37^{\circ} 47'$ EAST 445.00 FEET"; THENCE SOUTH $37^{\circ} 08' 43''$ EAST, ALONG THE CENTERLINE OF HONOLULU AVENUE, 50.00 FEET.

SAID STRIP OF LAND TO EXTEND FROM THE SOUTHEAST LINE OF SAN LUIS PLACE TO THE NORTHWEST BOUNDARY OF PARCEL 1 ABOVE.

PARCEL 3:

A RIGHT OF WAY 20 FEET IN WIDTH, LYING 10.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A TRUNK SEWER THROUGH THE OCEANO COUNTY AIRPORT PROPERTY, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT WATER POLLUTION CONTROL PLANT SITE AS SURVEYED BY DAVID M. MOCK AND FILED IN BOOK 14, PAGE 43 OF RECORDS OF SURVEYS, IN THE COUNTY RECORDER'S OFFICE, SAN LUIS OBISPO COUNTY, CALIFORNIA

THENCE SOUTH $32^{\circ} 51' 17''$ WEST, 10 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH $37^{\circ} 08' 43''$ EAST, 397.42 FEET;
THENCE SOUTH $73^{\circ} 08' 05''$ EAST, 512.64 FEET;
THENCE SOUTH $81^{\circ} 41' 08''$ EAST, 60 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF THE SAID AIRPORT PROPERTY.

PARCEL 4:

A RIGHT OF WAY 15 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, FOR THE CONSTRUCTION, MAINTENANCE AND USE OF AN OUTFALL SEWER THROUGH THE OCEANO COUNTY AIRPORT PROPERTY, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID SOUTH SAN LUIS OBISPO SANITATION DISTRICT WATER POLLUTION CONTROL PLANT SITE; THENCE NORTH $32^{\circ} 49' 30''$ EAST, 113.18 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH $87^{\circ} 32' 47''$ WEST 258.50 FEET, MORE OR LESS, TO THE WEST LINE AT THE SAID OCEANO COUNTY AIRPORT PROPERTY.

**RECORDING REQUESTED BY
AND UPON RECORDATION
RETURN TO:**

Seyfarth Shaw LLP
1075 Peachtree Street, N.E.
Suite 2500
Atlanta, Georgia 30309
Attention: Jessica L. Hill, Esq.

(Space Above For Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is dated as of _____, 2011 with an effective date of _____, 2011 (the "Effective Date"), by and between **SLO CELLULAR, INC.**, a California corporation ("Assignor") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, the Agreement for Purchase and Sale of Assets dated as of April 8, 2010 (the "Purchase Agreement"), by and among Assignor, Harinder Kumra, Raveesh Kumra and Assignee provides for the assignment to Assignee of substantially all of the assets of Assignor including, without limitation, Assignor's interest as tenant, subtenant, or sublandlord in all leases, licenses and other agreements regarding certain real property and real property interests more particularly described in the Purchase Agreement; and

WHEREAS, Assignor and Assignee, as the transferee, are parties to that certain Global Contribution, Bill of Sale, Assignment and Assumption Agreement, dated November 17, 2010, pursuant to which Assignee has acquired substantially all of the assets of Assignor in accordance with the terms of the Purchase Agreement; and

WHEREAS, in accordance with the Purchase Agreement, Assignor wishes to assign all of its right, title and interest in, to and under that certain Communications Site Lease and License Agreement by and between the South San Luis Obispo County Sanitation District and Assignor dated August 1, 2002 (the "Lease") leasing a portion of certain property more particularly described on Exhibit A attached hereto and incorporated by reference herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, Assignee and Assignor, intending to be legally bound, agree as follows:

1. Assignment of Lease. Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Lease, for the remainder of the term of the Lease and any renewals or extensions thereof, subject to the covenants, terms and conditions contained therein. Together with, but if and only to the extent Assignor has any such rights: (a) such rights of way and easement on, over, under, across and through adjoining lands, extending from the premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the premises; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on adjoining lands to properly support towers and install anchors to secure said guy wires.

2. Acceptance and Assumption of Lease. Assignee, for itself, its successors and assigns, hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and any other party to the Lease, to discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences from and after the Effective Date.

3. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.

4. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intent of this Assignment and the transactions contemplated hereby.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Assignment effective the day and year first above written.

ASSIGNOR:

SLO CELLULAR, INC., a California corporation

By: _____
Harinder R. Kumra, Owner and
Authorized Signatory

State of California)
)
County of Santa Clara)

On _____, 2011 before me, _____, Notary Public, personally appeared Harinder R. Kumra who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____(Seal)

[Signatures follow on next page]

[Signatures continued from previous page]

ASSIGNEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation, its Manager

By: _____

Name: _____

Title: _____

State of Georgia)
)
County of DeKalb)

On _____, 2011 before me, _____, Notary
Public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[Signatures follow on next page]

[Signatures continued from previous page]

Consent of Lessor

South San Luis Obispo County Sanitation District, as lessor under the Lease, hereby acknowledges and consents to the foregoing Assignment and Assumption of Lease by SLO Cellular, Inc., a California corporation to New Cingular Wireless PCS, LLC, a Delaware limited liability company.

**SAN LUIS OBISPO COUNTY SANITATION
DISTRICT**, a public agency

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

Exhibit A

Leased Premises

APN: 061-091-018

PROPERTY LEGAL DESCRIPTION:

PARCEL 1:

THAT PORTION OF MAP NO. 2 OF LAKESIDE PARK, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED MAY 25, 1926 IN BOOK 3, PAGE 92 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHEAST LINE OF SAN LUIS PLACE, AT ITS INTERSECTION WITH THE CENTERLINE OF MONOLULLU AVENUE WHICH POINT BEARS NORTH $32^{\circ} 49' 30''$ EAST A DISTANCE OF 288.82 FEET FROM THE INTERSECTION OF SAID SOUTHEAST LINE OF SAN LUIS PLACE WITH THE SOUTHWESTERLY LINE OF PACIFIC AVENUE, SAID INTERSECTION BEING THE SOUTHERLY TERMINUS OF A LINE SHOWN IN BOOK 5, PAGE 8 OF RECORDS OF SURVEYS, SAN LUIS OBISPO COUNTY, CALIFORNIA, AND NOTED AS "NORTH $32^{\circ} 47'$ EAST, 440.00 FT."; THENCE SOUTH $37^{\circ} 08' 43''$ EAST, ALONG THE CENTERLINE OF MONOLULLU AVENUE, 50.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH $37^{\circ} 08' 43''$ EAST, 931.36 FEET TO A POINT; THENCE SOUTH $32^{\circ} 51' 17''$ WEST 113.11 FEET TO AN ANGLE POINT; THENCE NORTH $88^{\circ} 40' 55''$ WEST, ALONG SAID SOUTH AIRPORT BOUNDARY, 1039.81 FEET; THENCE NORTH $32^{\circ} 49' 30''$ EAST 818.41 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 2:

AN EASEMENT FOR EGRESS AND ACCESS OVER A STRIP OF LAND OF THE UNIFORM WIDTH OF 30 FEET, LYING CONTIGUOUS TO AND SOUTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEAST LINE OF SAN LUIS PLACE, AT ITS INTERSECTION WITH THE CENTERLINE OF MONOLULLU AVENUE, WHICH POINT BEARS NORTH $32^{\circ} 49' 30''$ EAST A DISTANCE OF 288.82 FEET FROM THE INTERSECTION OF SAID SOUTHEAST LINE OF SAN LUIS PLACE WITH THE SOUTHWESTERLY LINE OF PACIFIC AVENUE, SAID INTERSECTION BEING THE SOUTHERLY TERMINUS OF A LINE SHOWN IN BOOK 5, PAGE 8 OF RECORDS OF SURVEYS, SAN LUIS OBISPO COUNTY, CALIFORNIA, AND NOTED AS "NORTH $32^{\circ} 47'$ EAST 440.00 FEET"; THENCE SOUTH $37^{\circ} 08' 43''$ EAST, ALONG THE CENTERLINE OF MONOLULLU AVENUE, 50.00 FEET.

SAID STRIP OF LAND TO EXTEND FROM THE SOUTHEAST LINE OF SAN LUIS PLACE TO THE NORTHWEST BOUNDARY OF PARCEL 1 ABOVE.

PARCEL 3:

A RIGHT OF WAY 20 FEET IN WIDTH, LYING 10.0 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A TRUNK SEWER THROUGH THE OCEANO COUNTY AIRPORT PROPERTY, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT WATER POLLUTION CONTROL PLANT SITE AS SURVEYED BY DAVID H. HOOK AND FILED IN BOOK 14, PAGE 43 OF RECORDS OF SURVEYS, IN THE COUNTY RECORDER'S OFFICE, SAN LUIS OBISPO COUNTY, CALIFORNIA:

THENCE SOUTH $32^{\circ} 51' 17''$ WEST, 10 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH $37^{\circ} 08' 43''$ EAST, 397.42 FEET;
THENCE SOUTH $32^{\circ} 08' 05''$ EAST, 512.84 FEET;
THENCE SOUTH $81^{\circ} 41' 04''$ EAST, 60 FEET MORE OR LESS TO THE SOUTHERLY BOUNDARY OF THE SAID AIRPORT PROPERTY.

PARCEL 4:

A RIGHT OF WAY 15 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, FOR THE CONSTRUCTION, MAINTENANCE AND USE OF AN OUTFALL SEWER, THROUGH THE OCEANO COUNTY AIRPORT PROPERTY, THE CENTER LINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID SOUTH SAN LUIS OBISPO SANITATION DISTRICT WATER POLLUTION CONTROL PLANT SITE; THENCE NORTH $32^{\circ} 49' 30''$ EAST, 11.18 FEET TO THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING NORTH $82^{\circ} 22' 47''$ WEST 298.24 FEET, MORE OR LESS, TO THE WEST LINE AT THE SAID OCEANO COUNTY AIRPORT PROPERTY.



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

<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: May 04, 2011 Meeting

Subject: Influent Gantry Crane Purchase, 04 MBI 03

Recommendation:

Staff recommends the Board approve the purchase of a Gantry Crane for installation over the influent channel from Gorbel c/o Phillips Industrial for the estimated total of \$ 8,598.87.

Funding:

The FY 2010-11 Budget includes Major Budget Item No 04 MBI 03 – *ANNUAL Influent Grinder Maintenance* – which is for the annual refurbishment of one of the District's two *Auger Monsters* – which is the equipment that screens and grinds the influent. The current budget is \$55,000.00.

	Prior FY's	Current FY as of 04-20-11	Total All FYs	Proposed This Staff Report
Budget	Annual MBI	\$ 55,000	\$ 55,000	\$ -
<u>Expenditures</u>			\$ -	\$ 8,598
Capital Equipment	\$ -	\$ 20,800	\$ 20,800	\$ 8,598
Service Contract	\$ -	\$ 4,702	\$ 4,702	\$ -
Total Expenditures	\$ -	\$ 25,502	\$ 25,502	\$ 8,598
Remaining Budget			\$ 29,498	\$ 20,900

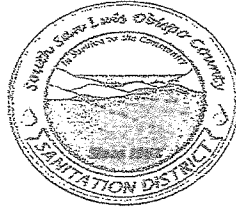
Discussion:

Part of the solution with increasing the capture rate of the influent grinders is to ensure that they are running optimally. With the addition of the new drum scraper assemblies, the Manufacturer now recommends monthly preventative maintenance (PM). PM on the grinders requires the removal of the assembly from the influent channel which in turn requires hiring a crane. Local crane services charge a minimum trip visit of \$ 400 to \$ 500. Therefore the ROI on the gantry crane would be favorable at 17-22 months. Staff would like to install a gantry crane over the influent channel to eliminate the need to hire a crane and overall save money while best maintaining the influent grinder assemblies on the grinder manufacturer's recommended interval.

Staff solicited three bids with Gorbel being the low bidder. The details are as follows:

Supplier	Gorbel	L.K. Goodwin	Hoists Direct
Unit Price	\$ 6,520.18	\$ 8,859.00	\$ 8,257.00
Sales Tax (8.25%)	\$ 537.91	\$ 730.87	\$ 681.20
Shipping	\$ 1,540.00	\$ 781.75	\$ 1,734.19
Expected Total:	\$ 8,598.09	\$ 10,371.62	\$ 10,672.39

Staff recommends the Board approve the purchase of a Gantry Crane for installation over the influent channel from Gorbel c/o Phillips Industrial for the estimated total of \$ **8,598.87**.



South San Luis Obispo County Sanitation District

Ship to Address:
1600 Aloha Place
Oceano, CA. 93445
(805)489-6666

Bill to Address:
P.O. Box 339
Oceano, CA. 93445
(805)481-6903

Purchase Requisition

Date: 4-20-11

Item Description: 1ea. 1 Ton steel gantry crane with groove casters
2ea. 20 ft sections of V groove track
1ea. 1 Ton electric hoist
1ea. 1 Ton Trolley

Supplier: Corbel - Bill Phillips Assoc.

Cost: 8615.18 w/ Freight & Tax

L&G Company

10'393.77 w/ Freight & Tax

Hoist Direct Inc.

10'840.44 w/ Freight & Tax

Additional Information: This gantry crane is needed to perform monthly
preventive maintenance on the influent grinders. These grinders
operate 24 hrs/day - 7 days/week. With PM these grinders will
perform and operate well.

Submitted by: B. Lopez

LIFT-PAK**GORBEL**
CLASSWORK

Jim Crawshaw
29730 RED MOUNTAIN DR
VALLEY CENTER, CA, USA92082
Phone:760-749-4866 Fax:760-751-1052

Phone: (800)821-0086 (US + Canada)
Fax: (800)8281808 (US + Canada)
Phone: (585)924-6262 Fax: (585)924-6273
E-Mail: csr@gorbel.com
Contact: Jim Crawshaw
Project / End User Ref: Wallace Group Gantry

FIXED GANTRY CRANE SPECIFICATION

Line # 1

April 20, 2011

Model Number: FG-1-12-17.5	Quantity: 1
Gantry Crane Price: \$3,341.00	Ship Date Range: 15- 20 working days from order
Hoist & Trolley \$3,179.90	Total Weight: 1206.00 lbs
Warranty: 5 years	

General Information

Material: Steel	Type: Fixed	Capacity: 1 Tons
Span: 17.5 Ft	Beam Size: S10 @ 25.4 Lbs/Ft	Flange Width: 4.661 Inches
Overall Height: 12.8333 Feet	Crane Color: Blue	
Height Under Boom: 12 Ft		
Distance Between Base Channels: 16.4375 Feet		

Crane Includes

Support Assemblies: True Boom Assembly: Included with Endstops
V-Groove RW Components: True
Hoist Allowance: 0.15 Tons

Casters

Type: Steel (V-groove) Cam Locking Brake: True Swivel Locks: False

Accessories

Festoon Options: Tagline Extra Manuals: 0 Ex. Touch-up Paint: 0

V-Groove Runway

Runway #1: Dual Pin - Blue - 20 ft (2 sections of track)
Runway #2: None
Runway #3: None
Runway #4: None
Runway Endstops: Blue - 2

ADDITIONAL NOTES

Estimated Freight \$1540.00

SUM - 6520.90

Tax 554.28

Total = 8615.18

Orders resulting from this quotation are subject to approval from Gorbel's Credit Department. Payment terms are NET 30 DAYS, US\$ unless otherwise negotiated. Orders or account balances exceeding \$100,000.00, or accounts aged beyond terms will be subject to special credit terms which may include deposits and/or progress payments. Prices quoted are valid for 30 days, and are in US\$, FOB/Ex Works Fishers, NY 14453, or Pell City, AL 35125, USA.

Quote Number: jimcra01288

BILL PHILLIPS ASSOC

Jim Crawshaw
29730 RED MOUNTAIN DR
VALLEY CENTER, CA, USA 92082
Phone: 760-749-4866 Fax: 760-751-1052

GORBEL

A CLASS ABOVE

Phone: (800)821-0086 (US + Canada)
Fax: (800)8281808 (US + Canada)
Phone: (585)924-6262
EMail: csr@gorbel.com
Contact: Jim Crawshaw
Project / End User Ref: Wallace Group Gantry

HOIST SPECIFICATION

Line # 2

March 23, 2011

Model Number: Lodestar
Price: \$3,179.90

Quantity: 1

Ship Date Range: 15- 20 working days from order

Total Weight: 120.00 lbs

Hst. Warranty: Lifetime

Used On: N/A

Hoist Details

Model: Lodestar
Capacity: 1 tons
Lift Speed: 16 fpm
Headroom: 15.563 in
Motor F
Insulation:
PB Nema 4
Rating:
Limit Switch Screw
Type:
Motor None
Cooling:
Gearcase Grease
Lube:
Cord Grip: None

Part Number: 3522S
Lift: 11 ft
Power (Phase/Freq): 120v (1 / 60)
Max. On Time: 30 min/hr
Motor HP: 1

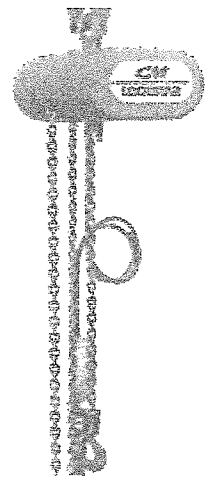
Wheel Pocket Qty: 4

Pendant: 2 button

Brake Qty: Single

Chain Container: True

Quick Disconnect: True



ASME Duty H4 - High volume handling of heavy loads, frequently near rated load in steel warehousing, machine Rating: and fabricating shops, mills, and foundries, with total running time not over 50% of the work period. Manual or automatic cycling operations of lighter loads with rated loads infrequently handled such as in heat treating or plating operations, with total running time frequently 50% of the work period.

Hoist Dimensions

Note: All dimensions are in inches.

B: 7.625
D: 9.5
F: 10.6875
H: 1.1875
J: 5.4375
L: 0.4375
N: N/A
P: 7.8125
R: 12.875

A: 18.5625
C: 0.875
E: N/A
G: N/A
I: 7.25
K: N/A
M: N/A
O: N/A
Q: N/A

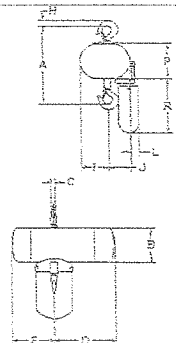
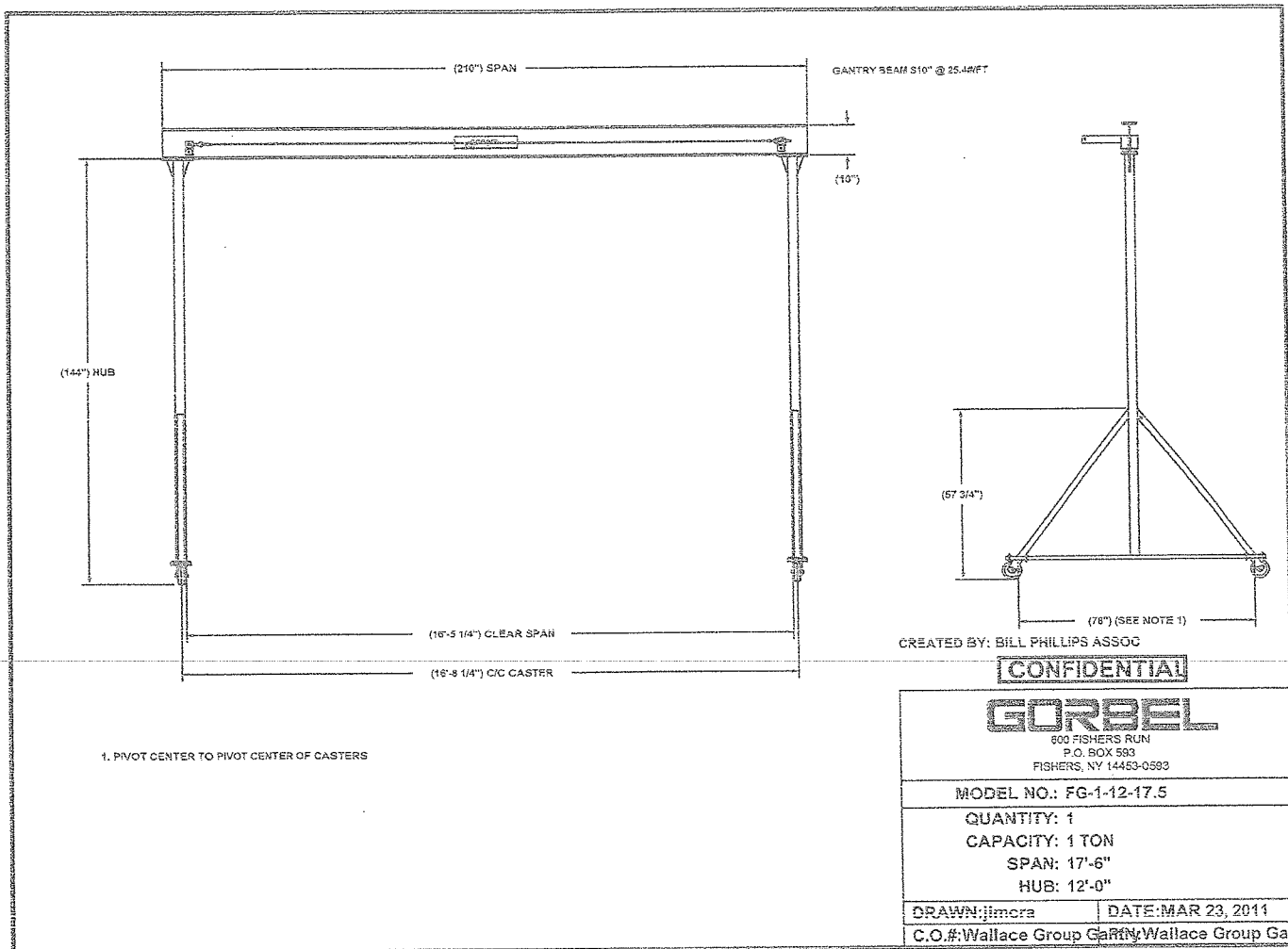


Image Note: (All images are for reference only and are subject to change without notice. Images may not represent exact options selected.)

Additional Notes





www.LKGoodwin.com

L.K. Goodwin Company
890 Broad Street
Providence, RI 02907
Phone (401) 781-5526
Fax: (401) 781-2880
Toll free no: (800)343-2478

Quotation

#

040611MA-WALLACE-R

Page 1 of 2

THE WALLACE GROUP

Date: 4/21/2011 Lead Time: 2-3 Weeks

Terms: Credit card or check in advance

Salesperson: MARY-ANN NORTON F.O.B. FACTORY

ATTN: TRINI R.

Ship Via: BEST WAY Prepaid X Collect

rini@sslocsd.us

L.K. Goodwin Company is pleased to provide you with the following quote:

Qty	Description	Unit Price	Ext.Price
1	#1A2015B ADJUSTABLE HEIGHT STEEL GANTRY CRANE 1 TON CAPACITY 20 FOOT OVERALL SPAN 15' 6" MAXIMUM HEIGHT WITH 12' 0" MINIMUM HEIGHT 10" I-BEAM DEPTH 8" CASTER DIAMETER	\$5,289.00	\$5,289.00
1	#4222-L CM LODESTAR ELECTRIC CHAIN HOIST WITH PUSH TROLLEY 1 TON CAPACITY 15 FOOT LIFT 16 FEET PER MINUTE LIFTING SPEED 115 VOLT SINGLE PHASE POWER	\$3,570.00	\$3,570.00
Comments: FREIGHT QUOTED TO OCEANO, CA 93445 DOCK-TO-DOCK		Material Total	\$8,859.00
		Sales Tax	753.02
		Freight Charge	\$781.75
		Total Amount	10,393.77

ALL PRICES ARE IN US DOLLARS

Thank you for the opportunity to quote. Please don't hesitate to contact me with any questions at 800-343-2478 or via email at Mary-Ann.Norton@LKGoodwin.com

These goods are designated as:

"STOCK" (Standard)

☐

"NON-STOCK"

☒



Hoists Direct Inc.
123 Charter Street

Albemarle NC 28001

Phone 704-985-1110

Fax 704-985-1122

Quotation

Quotation Number: SO28215

Quotation Date: 03/04/2011

Terms: To be Determined

BILL TO		SHIP TO	
Misc. Customer		Misc. Customer	
Attn:		Attn:	
		Ship Via:	
YOUR ORDER NO.		DESCRIPTION	
		Wallace Group - Eileen	
Item ID/Description	Order Qty	UM	Price
			Amount

F1515-20	1	Ea.	\$6,066.00	\$6,066.00
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Wallace 7.5 Ton Steel Gantry Crane 20' Span, 17'7" Height
Span 20', Clear span 18'6", Overall Height: 17'7", Beam
Height: 18", Under beam height: 16'1", Caster diameter: 10",
Weight: 2,054 lbs.

Freight	1	Ea.	\$1,734.19	\$1,734.19
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Freight Charges

SNERP010L-15	1	Ea.	\$2,068.00	\$2,068.00
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Harrington 1 Ton Electric Hoist & Push Trolley 15' Lift
Hoist speed: 7 FPM, Voltage: 115/230-1-60, Push trolley for
I-Beam flange: 2.28-5.00", 15' Lift, 11' Pendant, Weight 135
lbs.

SHAFTEXT	1	Ea.	\$52.00	\$52.00
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Harrington Trolley Shaft Extender 5.01" - 8.0"

BKC1	1	Ea.	\$71.00	\$71.00
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Harrington Canvas Chain Container

Notes:

Crane can be derated to 1 ton and cut to correct span at no additional charge.

Lead time: 7-10 days.

Hoist & Trolley prices include shipping.

Subtotal: € \$9,991.19

Sales Tax: € \$849.25

Total: € 10,840.44