



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, December 1, 2010 at 6:00 PM

Board Members

Tony Ferrara, Chairman

Vern Dahl, Vice Chairman

Bill Nicolls, Director

Alternates

Jim Guthrie, Director

Pamela Dean, Director

Robert Mires, Director

Agencies

City of Arroyo Grande

Oceano Community Services District

City of Grover Beach

City of Arroyo Grande

Oceano Community Services District

City of Grover Beach

1. CALL TO ORDER AND ROLL CALL 6:00PM

2. PUBLIC COMMENT ON CLOSED SESSION

3. CLOSED SESSION ITEM

Employee Discipline (Govt. Code 54957)

4. RETURN TO OPEN SESSION, REPORT ON CLOSED SESSION

5. 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.

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.

- 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.

6. 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.

- 6a. Review and Approval of Minutes From the Meetings of November 3, 2010 and November 17, 2010**
- 6b. Review and Approval of Warrants**
- 6c. Plant Superintendent's Report**

7. BOARD ACTION ON INDIVIDUAL ITEMS:

A. PROGRESS BILLING NO. 1; CENTRIFUGE 2A BUILDING PROJECT

Staff recommends the Board approve Progress Payment No. 1 to Brough Construction in the amount of \$98,916.17

B. TRANSFER OF CELL SITE LEASE FROM CELL ONE TO SLO NEWCO LLC

Staff recommends the Board direct staff to review and coordinate documents in a form acceptable to the District for transferring the lease from Cell One to SLO Newco LLC with a possible adjustment of lease price.

C. EMPLOYMENT AGREEMENT; SABRINA SPEARS

Staff recommends the Board approve an employment agreement with Sabrina Spears for Bookkeeper/Secretary services and direct the District Administrator to execute the agreement on behalf of the District.

D. BALLOT FOR LAFCO SPECIAL DISTRICT MEMBER

Staff recommends the Board consider the information from three candidates who have been nominated for this position and cast a vote for one of the three.

8. MISCELLANEOUS ITEMS

- a. Miscellaneous Oral Communications
December 15, 2010 meeting
- b. Miscellaneous Written Communications
Prescription Drug Disposal Program

9. ADJOURNMENT

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

Oceano Community Services District
1655 Front Street
Oceano, CA 93445

Minutes of Wednesday, November 17, 2010
6:00 P.M.

1. ROLL CALL

Present: Vice Chairman Vern Dahl, Oceano Community Services District; Director Bill Nicolls, City of Grover Beach.

Absent: Chairman Tony Ferrara, City of Arroyo Grande

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

2. PUBLIC COMMENT ON ITEMS NOT APPEARING ON AGENDA

There were no public comments at this time.

3. CONSENT AGENDA

- A. Review and Approval of Minutes from the Meeting of November 3, 2010.
- B. Review and Approval of Warrants.
- C. Review of Current Financial Statements (October 31, 2010)
- D. Plant Superintendent's Report

Counsel Seitz recommended action regarding the minutes of November 3, 2010 be postponed until the next meeting as Director Nicolls is the only Board member in attendance who was also at the November 3, 2010 meeting.

Director Jim Guthrie, City of Arroyo Grande arrived at this time

It was moved by Director Nicolls, seconded by Director Guthrie to approve Consent Agenda items 3B through 3D (item 3A removed and to be continued for action at the December 1, 2010 Board meeting). The motion was approved upon unanimous roll call vote.

4. BOARD ACTION ON INDIVIDUAL ITEMS

- A. Biosolids Handling Contract

Administrator Wallace stated that bids had been solicited for the Biosolids Handling Project. Three companies responded with bids that were received and opened on November 9, 2010. The lowest responsible and responsive bid was received from Liberty Composting in the amount of \$33.77 per ton.

It was moved by Director Nicolls, seconded by Director Guthrie to award the contract for

Biosolids to Liberty Composting which was the lowest responsible and responsive bidder for the bid of \$33.77 per ton of biosolids for a term of 1 year; and to direct Staff to process the bid documents and administer the contract for the project. Motion carried.

B. Contract for Professional Services for Materials Testing, Centrifuge 2A, 05 MBI 06.

Administrator Wallace informed the Board that staff distributed a Request for Proposal for professional services with regards to materials testing for the Centrifuge 2A project. As is standard practice in a contract for Professional Services, staff conducted a thorough analysis to determine the most qualified firm. This analysis included a detailed examination of the proposals to ensure all required documents were included and examination of experience in soils engineering and inspection previously on-site and familiarity with the New Centrifuge 2A project.

Three firms responded to the RFP and once the ranking was complete, staff found that Earth Systems Pacific was most qualified to perform the work. Costs were negotiated with Earth Systems Pacific according to the procedures of Quality Based Selection. The estimated time and material amount is \$4,045.50.

It was moved by Director Guthrie, seconded by Director Dahl to retain Earth Systems Pacific for materials testing during the Centrifuge 2A Project (05 MBI 06) and to direct staff to administer the contract for these services. Motion carried.

C. FY 2010-11 Quarter 1 Budget Review

Administrator Wallace began by stating that the District is overall within or under the anticipated budget. There are three account line items that staff recommends be reviewed at mid-year in January as there will most likely be a need to increase these line items and hopefully be offset against other items with less than anticipated expenses. Also, there will be other adjustments to reconcile accounts pertaining to personnel due to interim appointments of staff and Chief Plant Operator.

He also reported that the cogeneration system is under performing from the contractually guaranteed values. Staff is continuing to hold retention while identifying the root cause of the issue with Energy Services Inc.

D. LAFCO Nomination

Administrator Wallace stated that the submittal date for nominations has just passed, but if there was an individual the Board would like to see nominated he would make inquiries regarding a late nomination.

The Board did not have any nominations.

E. Report on Status of District Response to July 21, 2010 Notice of Violation.

Administrator Wallace presented a report regarding the District's response to a Notice of Violation issued by State Water Resources Control Board and Regional Water Quality Control Board.

On July 21, 2010, the State Board and Regional Board jointly issued a Notice of Violation that documented six compliance issues identified during a May 2010 inspection. Of the six items cited by the agencies, five were related to the status of maintenance records, the need to have an

updated Operations and Maintenance Manual, and the need to have more comprehensive Operations Standard Operating Procedures (SOPs). The sixth item cited issues related to improper collection of effluent samples.

Previously the Board authorized expenditures of budgeted funds to update the District's O&M Manual. On August 13, 2010 the District responded to the Notice of Violation with a Plan of Action. On August 31, 2010, the State Board and Regional Board provided feedback and additional comments in response to the District's Plan of Action. On November 1, 2010 the District provided the state regulatory agencies with a comprehensive reply to the July Notice of Violation, which Administrator Wallace provided to the Board for their review and information. This letter included an updated Operation and Maintenance Manual, Operations SOPs and an updated Laboratory Quality Assurance Manual.

Director Nicolls expressed his appreciation to staff's response and handling of corrective actions regarding the Notice of Violation.

Director Guthrie questioned if daily sampling on a bi-annual basis (June and January) will continue.

Administrator Wallace replied this schedule would most likely continue until assurances to testing compliance issues are achieved.

F. Operations Staff Training on Updated Operations and Maintenance (O&M) Manual.

Administrator Wallace stated that in order to effectively implement the updated District Operation and Maintenance Manual staff must receive initial and ongoing training. Training would be conducted in-house with weekly two hour sessions. Training will focus on the content and use of the O&M Manual, recently created Operating SOPs, use of the updated Lab SOPs, and staff roles and responsibilities under the new organizational structure. Additional topics will include; compliance sampling, process control sampling, compliance data review and reporting, response to values in excess of permit limits, and responding to equipment failure. As new SOPs are developed, they will be added to the overall training program. In an effort to minimize costs, staff will continue to develop new SOPs as part of their in-house duties and to receive abbreviated training in the regular weekly staff meetings.

It was moved by Director Nicolls, seconded by Director Guthrie to authorize development of a training program for the newly updated O&M Manual as part of the State Water Resources Control Board and Regional Water Quality Control Board Notice of Violation and authorize the addition of a new Major Budget Item, 10 MBI 11, in the amount of \$25,000 for the FY 2010-11 budget and transfer these funds from reserves; Administrative Staff, as well as outside sources, to provide training. Motion carried.

5. MISCELLANEOUS ITEMS

A. Miscellaneous Oral Communications

Vice Chairman Dahl announced that his last meeting as a Board Director will be December 1, 2010. Director Dahl was recently elected to the Lucia Mar Unified School District Board.

B. Miscellaneous Written Communications

Administrator Wallace presented a request for a signed Estoppel Certificate for the transfer of ownership of the cell tower located at the plant. This item will be brought back to the next

meeting as an agenda item.

6. ADJOURNMENT

There being no further business to come before the Board the meeting was adjourned at approximately 6:48 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
12/1/2010

ISSUED TO	PURCHASE/SERVICE	INV. # / SERVICE PERIOD	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ARAMARK UNIFORMS	EMPLOYEE UNIFORMS	5440316 5453585	1200110-5183	7025	420.66	420.66
AT&T	TELEPHONE SERVICE		84	7011	434.49	434.49
BILL NICOLLS	BOARD SERVICE	NOVEMBER	85	7075	200.00	200.00
BROUGH CONSTRUCTION, INC.	05MBI06 CENTRIFUGE	PROG PAY 1	86	20/8065	98,916.17	98,916.17
BRENNTAG PACIFIC	CHEMICALS	49377 49376	87	8050	12,839.20	12,839.20
CALPERS MEDICAL	EMPLOYEE MEDICAL	DECEMBER	88	6010	8,981.58	8,981.58
CA SPECIAL DISTRICTS	MEMBERSHIP FEE	ANNUAL	89	7050	1,196.00	1,196.00
D&H WATER SYSTEMS	PROBE CLEANER	2010-101	90	8030	329.60	329.60
DMS ELECTRIC	ELECTRICAL REPAIR	6296	91	8060	1,440.62	1,440.62
ENVIRONMENTAL RESOURCE	LAB SUPPLIES	599541	92	8040	153.14	153.14
FEDEX	SHIPPING	7 291 06153	93	8045	22.57	22.57
HACH COMPANY	LAB SUPPLIES	6992690	94	8040	34.96	34.96
JB DEWAR INC.	VEHICLE FUEL	746973	95	8020	131.60	131.60
JIM GUTHRIE	BOARD SERVICE	NOVEMBER	96	7075	100.00	100.00
LOUIS E. SCHMITZ PLUMBING	BACK FLOW TEST	2010059	97	8060	60.00	60.00
PAMELA DEAN	BOARD SERVICE	NOVEMBER	98	7075	100.00	100.00
PG&E	SERVICE	NOVEMBER	99	7091	12,634.41	12,634.41
PRAXAIR DISTRIBUTION	WELDING SUPPLIES	38066802	5200	8030	356.25	356.25
SANTA MARIA TIRE, INC.	TIRES	562809	01	8032	143.08	143.08
SANTA MARIA DIESEL	WELDING SUPPLIES	7660	02	8055	238.93	238.93
SHIPSEY & SEITZ	LEGAL FEES	OCTOBER	03	7071	12,620.00	12,620.00
SPECTRUM LANDSCAPING	HYDROSEED LAWN		04	8030	300.00	300.00
THOMAS CONSULTING	INVESTIGATION SERV	34430	05	7079	2,937.50	2,937.50
STATE WTR BOARD ACCT	DISCHARGE PERMITS	WD-0048356 WD-0044886	06	7068	9,495.00	9,495.00
TELEDYNE ISCO	LAB SUPPLIES	940543	07	8030	120.17	120.17
TIGER DIRECT	EMP COMP PURCHASE	ROMHILD	08	1065	777.40	777.40
TITAN INDUSTRIAL&SAFETY	MISC SUPPLIES	1043440 10435 1043409	09	8056	43.36	576.86
		1043410		8060	408.41	
				8030	125.09	
TONY FERRARA	BOARD SERVICE	NOVEMBER	10	7075	100.00	100.00
UNDERGROUND SERVICE ALERT	DIG ALERT	10110041	11	7011	115.50	115.50
VERN DAHL	BOARD SERVICE	NOVEMBER	12	7075	100.00	100.00
ABALONE COAST BACTER	CHEMICAL ANALYSIS	OCTOBER	13	7078	4,551.80	4,551.80
SUB TOTAL					170,427.49	170,427.49
PAYROLL	PPE 11/19/10				22,337.95	22,337.95
GRAND TOTAL					192,765.44	192,765.44

We hereby certify that the demands numbered serially from 120110-5183 to 120110-5213 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



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1600 Aloha Oceano, California 93445-9735

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Date: Nov 22, 2010

To: John Wallace, District Administrator 

From: Bob Barlogio, acting CPO

Re: Superintendent's Report

The average daily flow for the month of Nov was 2.55 million gallons per day.

The average BOD was 24 mg/l and 92% removal.

The average Total Suspended Solids (TSS) was 24 mg/l and 93% removal. Our limit is 40 mg/l, monthly average on both.

The fecal MPN results have been between not detected to 13, with a limit of 200.

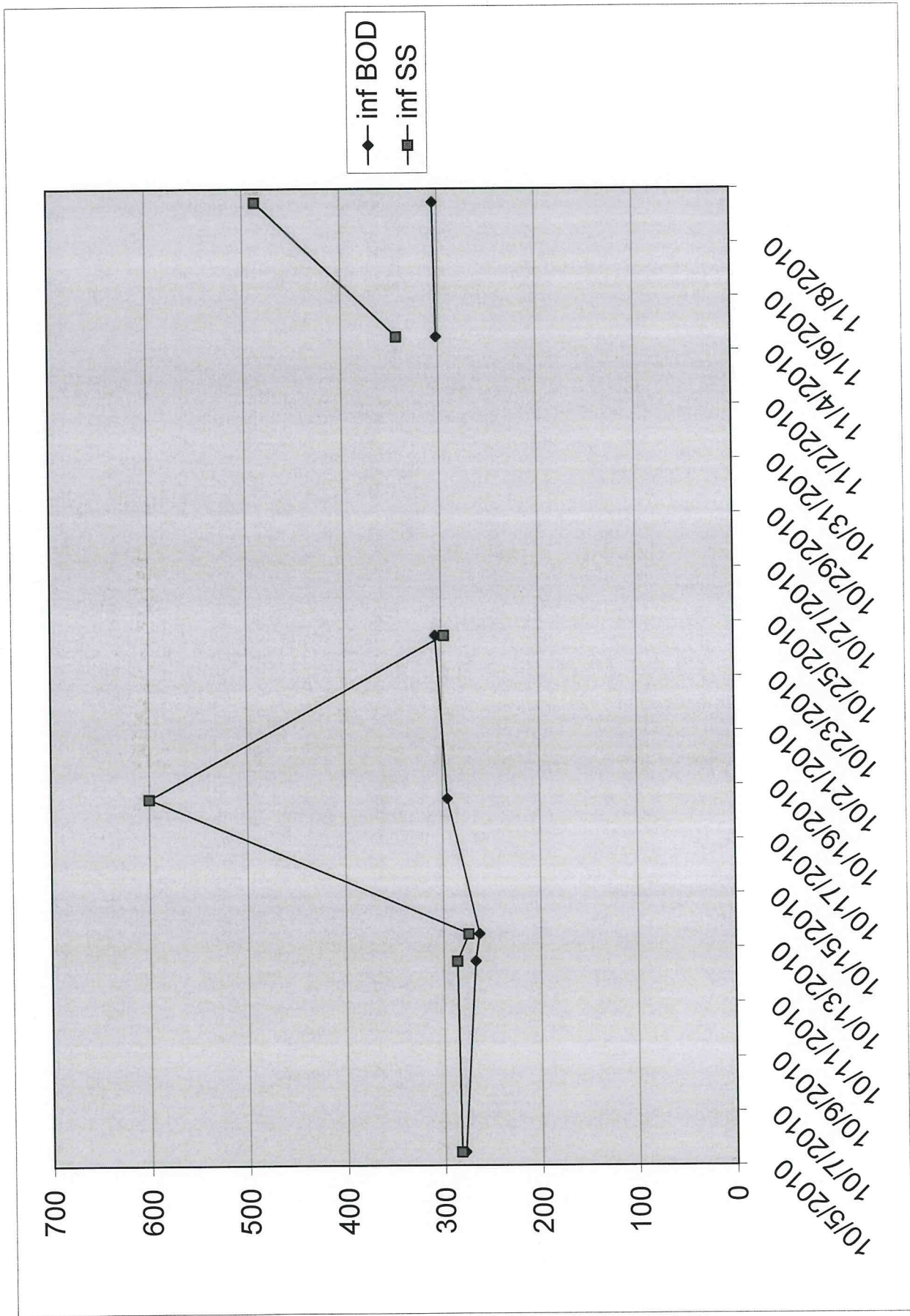
The plant continues to operate well with in the NPDES limits.

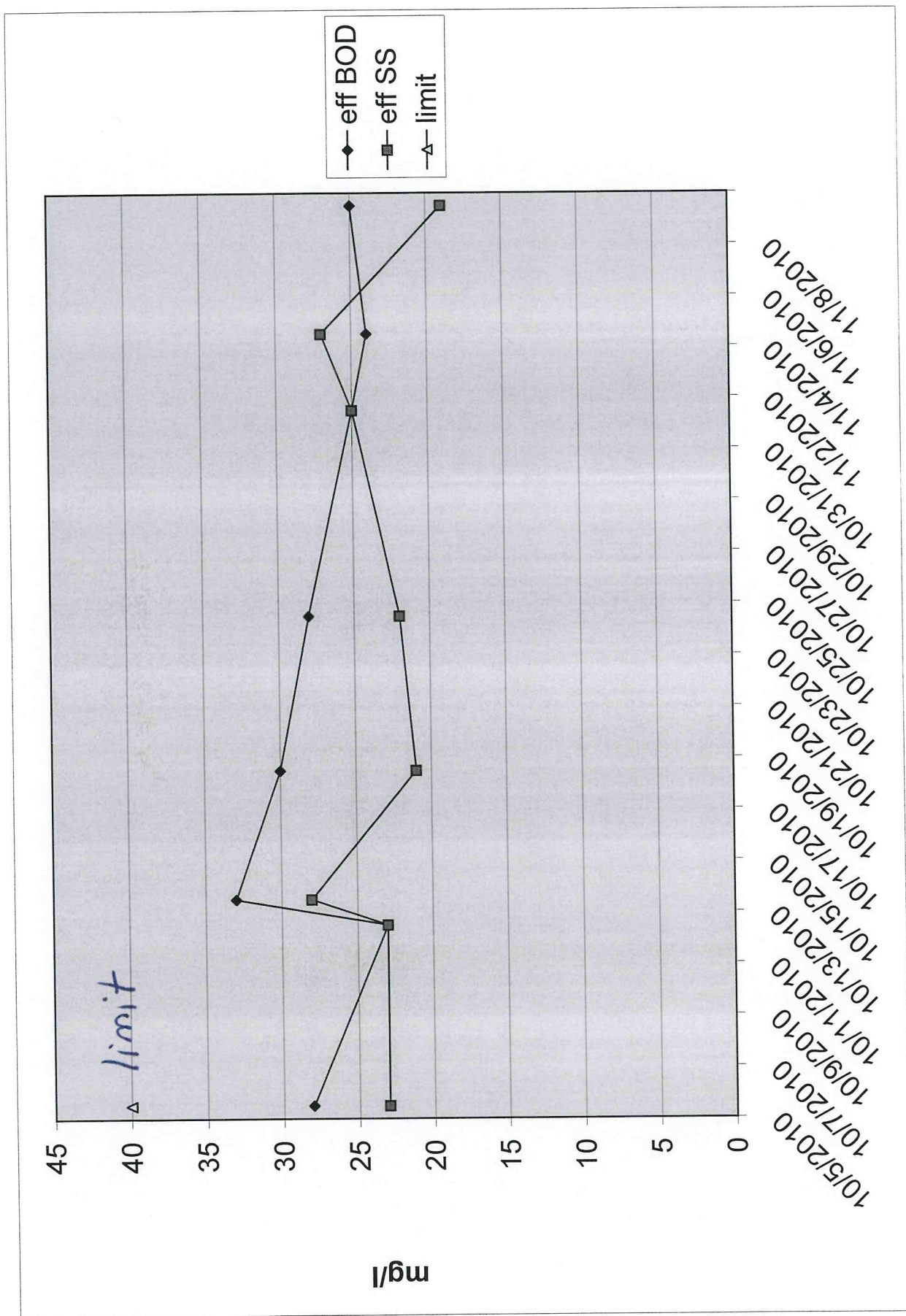
Staff are working on addressing the issues put forth by Environmental Laboratory Accreditation Program ,ELAP.

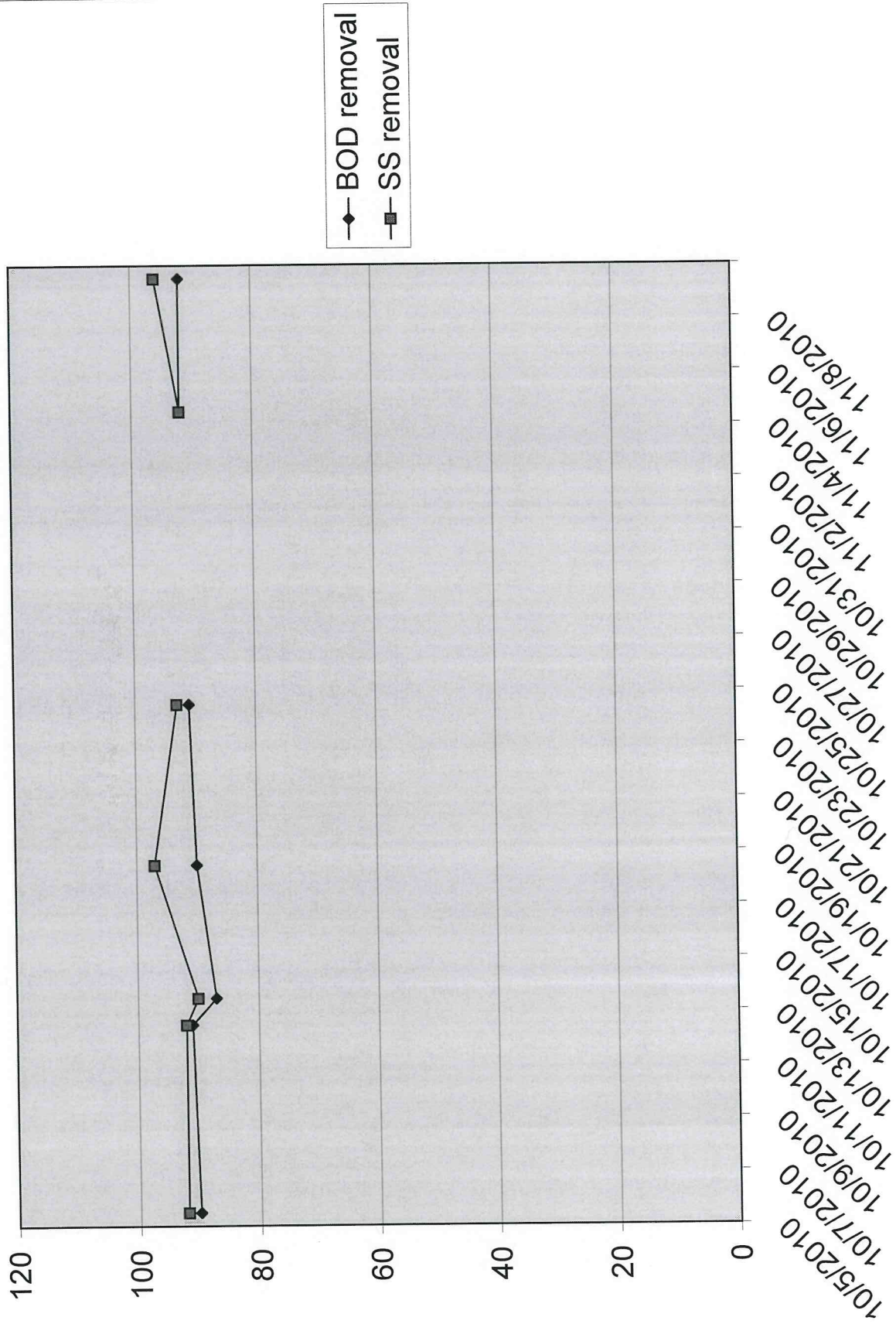
1. Mr. Wallace's staff put together an excellent Procedure document. This will out line the laboratory process to meet ELAP's request for corrective action.
2. Staff ordered and received chlorine standards to check the accuracy of the chlorine residual results.
3. Staff are working on Quality Control testing and training, to show that each operator is capable of analyzing the Field of Testing that staff do in house.
4. Staff will starting in December, include the acceptance limit derivative on the bench sheets, documenting a pass or fail on each test.

date	inf BOD	inf SS	eff BOD	eff SS	BOD remo	SS removal
10/5/2010	279	283	28	23	90	92
10/12/2010	267	286	23	23	91	92
10/13/2010	263	274	33	28	87	90
10/18/2010	295	600	30	21	90	97
10/24/2010	306	297	28	22	91	93
11/1/2010			25	25		
11/4/2010	302	343	24	27	92	92
11/9/2010	305	487	25	19	92	96
11/15/2010	294	421	3	24	99	94
average	289	374	24	24	92	93

* dosed FFR with bleach









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Staff Report

To: Board of Directors
From: John Wallace, *District Administrator*
Date: December 1, 2010 Meeting

Subject: New Centrifuge 2A, Brough Construction Progress Payment No. 1 and Change Orders No. 1 and No. 2

Recommendation:

Approve Progress Payment No. 1 to Brough Construction, Inc. in the amount of **\$98,916.17**, which includes Change Order No. 1. in the amount of **(-\$906.14)** and Change Order No. 2 in the amount of **\$27,500.00**;

Funding:

The FY 2010-11 Budget includes the Major Budget Item 05 MBI 06 – *New Centrifuge 2A* – in the amount of **\$1,104,422**.

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.

	Expenditures to date	Proposed expenditures	Totals
Fiscal Year Budget (A)	\$ 1,104,422.00	\$ -	\$ 1,104,422.00
Equipment Expenditures (B)	\$ -	\$ -	\$ -
Design expenditures (C)	\$ 44,863.51	\$ -	\$ 44,863.51
Construction expenditures (D)	\$ -	\$ 109,906.86	\$ 109,906.86
PG&E Utility Services (E)	\$ 15,659.32	\$ -	\$ 15,659.32
Const. Admin expenditures (F)	\$ 372.13	\$ -	\$ 372.13
Retainage (G): {D-10%}	\$ -	\$ (10,990.69)	\$ (10,990.69)
Payments (B+C+D+E+F-G)	\$ 60,894.96	\$ 98,916.17	\$ 159,811.13
Subtotal (H): {B+C+D+E+F} (includes retainage)	\$ 60,894.96		\$ 170,801.82
Balance to Complete (A-H)	\$ 1,043,527.04	\$	\$ 933,620.18

Discussion:

Monthly progress payment No. 1 includes payment for the first 49 days of work associated with this contract. Based upon the work that has been completed by Brough, specifically mobilization, demolition, earthwork and grading, Brough is requesting a progress payment in the amount of **\$83,313.00**. However, two change orders outlined below will bring the current request to **\$98,916.17**. Staff has closely monitored work performed under this contract and believes the invoice reflects the actual work performed by Brough Construction.

Change Order No. 1 is for providing a credit in the amount of **(\$906.14)** to the District for the proposed

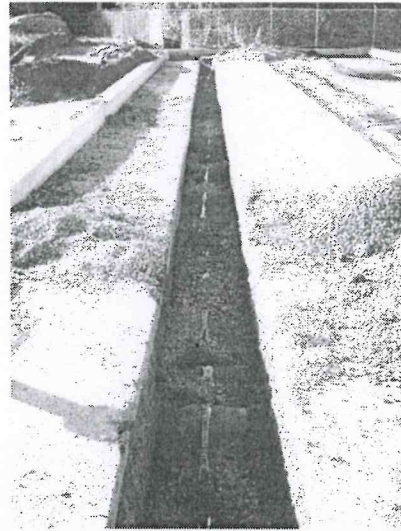
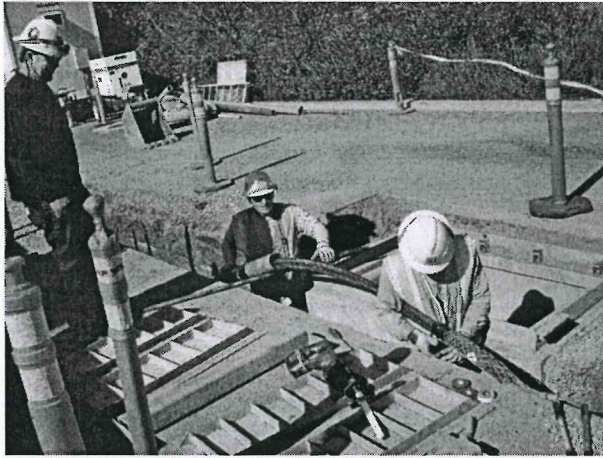
Change Order No. 2 in the amount of **\$27,500.00** is submitted for payment for dewatering required during the excavation for the building and wall foundations. Dewatering was an alternate bid item which was not included in the base contract price. The work associated with both change orders has been completed resulting in a total cost of **\$26,593.86**.

The resulting total cost of Progress Payment No.1 which includes Change Orders No.1 and No.2 is **\$109,906.86**. A 10% retainage is withheld resulting in a net payable amount of **\$98,916.1**.

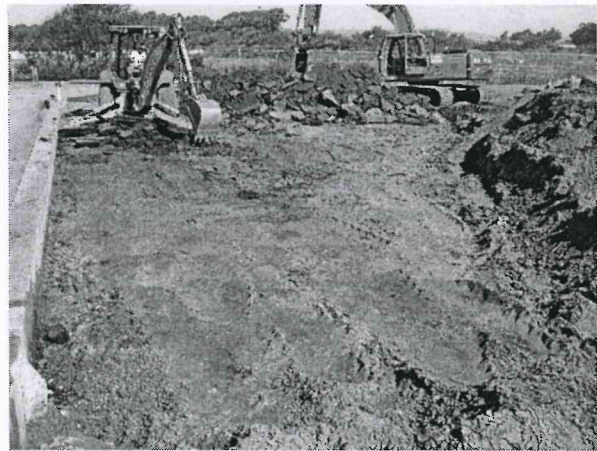
Brough Construction has made the following progress on the project and has completed approximately 14% of the project:

Item Description	Quantity	Unit	Unit Price	Contract Amount	% Complete	Cost This Period
Mobilization, Demobilization and Clean Up	1	LS	\$31,500.00	\$ 31,500.00	60%	\$ 18,900.00
Project Demolition, Removal and Disposals	1	LS	\$10,600.00	\$ 10,600.00	50%	\$ 5,300.00
Survey of Construction Site	1	LS	\$2,600.00	\$ 2,600.00	100%	\$ 2,600.00
Earthwork & Grading: Clearing, Grubbing and Prep Site for Building Construction	1	LS	\$32,900.00	\$ 32,900.00	85%	\$ 27,965.00
Reinforced Concrete Retaining / Bin Wall	147	LF	\$440.00	\$ 64,680.00	36.70	\$ 16,148.00
8" PVC SDR 35 Pipe for Centrate Drain & Storm Drain	290	LF	\$45.00	\$ 13,050.00	20	\$ 900.00
Reroute PG&E Main Electrical Site Supply	1	LS	\$11,500.00	\$ 11,500.00	100%	\$ 11,500.00
Alternative Bid Item - Dewatering	25	DAY	\$1,100.00	\$ 27,500.00	100%	\$ 27,500.00
CO No. 2 – Credit for Vault Lid	1	LS	\$(906.14)	\$ (906.14)	100%	\$ (906.14)
Sub-total (Job to date)					14%	\$ 109,906.86
Retainage (10%)						\$ (10,990.69)
Total						\$ 98,916.17

This progress payment represents the cost for the work performed by Brough Construction, Inc. for these project tasks. Staff recommends payment of Progress Payment No. 1 which includes Change Order Numbers 1 & 2 (attached) in the amount of **\$98,916.17**.



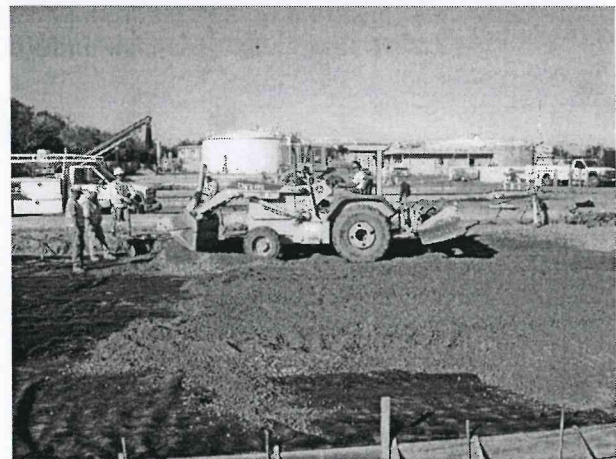
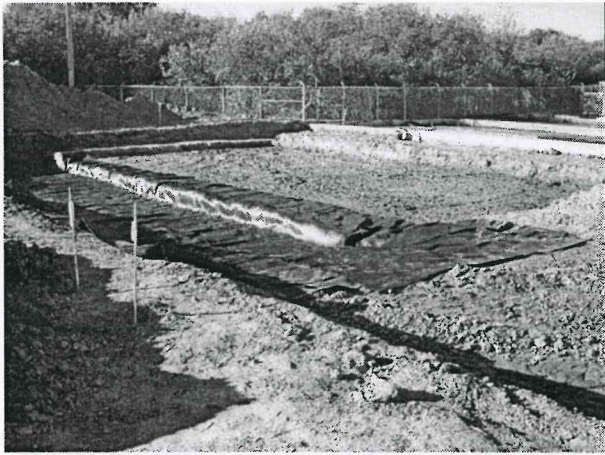
PG&E Underground Line Relocation



Site Demolition of the Building Site



Earthwork and Grading Progress



Installation of the Stabilization Mat Required - Providing a Solid Base for the Retaining Wall, and Building Foundation



Forming of Retaining Walls and Bin Walls

South San Luis Obispo County Sanitation District CENTRIFUGE 2A BUILDING				SSLOCSD PARTIAL PAYMENT ESTIMATE NO. 1	
OWNER: SSLOCSD		CONTRACTOR: Brough Construction, Inc.		PERIOD OF ESTIMATE FROM 10/11/10 TO 11/30/2010	
CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
No.	Owner Approval Date	Amount			
		Additions	Deductions		
1	12/1/2010		\$ (906.14)	4. Original Contract	\$ 827,134.00
2	12/1/2010	\$ 27,500.00		5. Change Orders	\$ 26,593.86
				6. Revised Contract (1 + 2)	\$ 853,727.86
				7. Work Completed* (Incl. CCO work)	\$ 109,906.86
				8. Stored Materials	\$ -
				9. Subtotal (4 + 5)	\$ 109,906.86
				10. Retainage	\$ 10,990.69
				11. Previous Payments	\$ -
				12. Amount Due (12-08-10)	\$ 98,916.17
				* Detailed breakdown attached	
TOTALS		\$ 27,500.00	\$ (906.14)		
NET CHANGE			\$ 26,593.86		
CONTRACT TIME					
Original (calendar days) 180		On Schedule <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Starting Date 10/11/10	
Revised 0				Project Completion 4/8/11	
Remaining 131					
CONTRACTOR'S CERTIFICATION: The undersigned Contractor certifies that to the best of their knowledge, information and belief 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><i>[Signature]</i></u> Date <u>11/23/10</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><i>[Signature]</i></u> Date <u>11/23/10</u>	
RECOMMENDED BY ENGINEER: ENGINEER: <u><i>[Signature]</i></u> By _____ Date <u>11/23/10</u>				APPROVED BY DISTRICT: Owner: SSLOCSD By _____ Date _____	



South San Luis Obispo County Sanitation District - Centrifuge 2A

PROGRESS PAY - No. 1 BROUGH CONSTRUCTION, INC.

REF.	ITEM DESCRIPTION	ORIGINAL CONTRACT				THIS PERIOD				TOTAL TO DATE		% COMPLETE
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	
1	Mobilization, Demobilization and Clean Up	1	LS	\$31,500.00	\$ 31,500.00	60%	\$ 18,900.00	0.6	\$ 18,900.00	0.6	\$ 18,900.00	60%
2	Project Demolition, Removal and Disposals	1	LS	\$10,600.00	\$ 10,600.00	50%	\$ 5,300.00	0.5	\$ 5,300.00	0.5	\$ 5,300.00	50%
3	Survey of Construction Site	1	LS	\$2,600.00	\$ 2,600.00	100%	\$ 2,600.00	1	\$ 2,600.00	1	\$ 2,600.00	100%
4	Earthwork & Grading: Clearing, Grubbing and Prep Site for Building Construction	1	LS	\$32,900.00	\$ 32,900.00	85%	\$ 27,965.00	0.85	\$ 27,965.00	0.85	\$ 27,965.00	85%
5	New Reinforced Concrete Building Slab	1620	SF	\$20.00	\$ 32,400.00		\$ -	0	\$ -	0	\$ -	0%
6	New Reinforced Concrete Driveway	280	SF	\$18.50	\$ 5,180.00		\$ -	0	\$ -	0	\$ -	0%
7	New Reinforced Concrete Flatwork	540	SF	\$9.50	\$ 5,130.00		\$ -	0	\$ -	0	\$ -	0%
8	Reinforced Concrete Retaining / Bin Wall	147	LF	\$440.00	\$ 64,680.00	36.70	\$ 16,148.00	36.7	\$ 16,148.00	36.7	\$ 16,148.00	25%
9	CMU Flood Wall	150	LF	\$62.50	\$ 9,375.00		\$ -	0	\$ -	0	\$ -	0%
10A	Flood Gates on Building Manddoors (2)	2	EA	\$5,860.00	\$ 11,720.00		\$ -	0	\$ -	0	\$ -	0%
10B	Flood Gates on Building Roll-up Door (1)	1	EA	\$13,800.00	\$ 13,800.00		\$ -	0	\$ -	0	\$ -	0%
11	Pre-engineered metal Building	1	LS	\$54,840.00	\$ 54,840.00		\$ -	0	\$ -	0	\$ -	0%
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	\$ -	0%
14	Shoring, Sheeting, Plating and Bracing	1	LS	\$500.00	\$ 500.00		\$ -	0	\$ -	0	\$ -	0%
15	8" PVC SDR 35 Pipe for Centrate Drain & Storm Drain	290	LF	\$45.00	\$ 13,050.00	20	\$ 900.00	20	\$ 900.00	20	\$ 900.00	7%
16	6" Glass Lined DI Sludge Pipe Including Valves	110	LF	\$697.00	\$ 76,670.00		\$ -	0	\$ -	0	\$ -	0%
17	6" PVC Schedule 80 Centrate Drain Pipe Including Valve	40	LF	\$56.00	\$ 2,240.00		\$ -	0	\$ -	0	\$ -	0%
18	3" Glass Lined DI Sludge Pipe Including Valves	2	LF	\$1,543.00	\$ 3,086.00		\$ -	0	\$ -	0	\$ -	0%
19	4" PVC Schedule 80 Floor Drain & Drop Inlet Pipe	50	LF	\$31.00	\$ 1,550.00		\$ -	0	\$ -	0	\$ -	0%
20	2" PVC Schedule 80 Underground Potable & Non-Potable Water Including Valves	300	LF	\$8.00	\$ 2,400.00		\$ -	0	\$ -	0	\$ -	0%
21	1" PVC Schedule 80 Underground Potable & Non-Potable Water Including Valves	32	LF	\$19.00	\$ 608.00		\$ -	0	\$ -	0	\$ -	0%
22	2" ASTM A53 Galvanized Steel Pipe Above Ground Potable Water Including Valves	15	LF	\$62.00	\$ 930.00		\$ -	0	\$ -	0	\$ -	0%
23	1" ASTM A53 Galvanized Steel Pipe Above Ground Potable Water Including Valves	65	LF	\$16.00	\$ 1,040.00		\$ -	0	\$ -	0	\$ -	0%
24	Centrate Piping Manhole Tie-in	1	LS	\$785.00	\$ 785.00		\$ -	0	\$ -	0	\$ -	0%
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 Pedestals	3	EA	\$1,480.00	\$ 4,440.00		\$ -	0	\$ -	0	\$ -	0%
28A	New Sludge Feed Pumps (2)	2	EA	\$39,000.00	\$ 78,000.00		\$ -	0	\$ -	0	\$ -	0%
28B	In-Line Grinder (1)	1	EA	\$22,400.00	\$ 22,400.00		\$ -	0	\$ -	0	\$ -	0%
29	New Valves - Five 4" Valves & Thirteen 6" Valves	5	EA	\$830.00	\$ 4,150.00		\$ -	0	\$ -	0	\$ -	0%
30	14" Plug Valve	13	EA	\$1,700.00	\$ 22,100.00		\$ -	0	\$ -	0	\$ -	0%
		1	EA	\$7,200.00	\$ 7,200.00		\$ -	0	\$ -	0	\$ -	0%
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	\$ -	0	\$ -	0%
34	Local Power Distribution Panel (MSB-CENT2AB)	1	LS	\$14,770.00	\$ 14,770.00		\$ -	0	\$ -	0	\$ -	0%

35	Power & Communications Wiring - Existing Conduits and Pull Boxes (Heating and Mixing Building)	1	LS		\$20,400.00	\$ 20,400.00		\$	-	0	\$	-	0%
36	Power & Communications Conduits & Wiring - Existing Pull Boxes to New Centrifuge Building	1	LS		\$32,400.00	\$ 32,400.00		\$	-	0	\$	-	0%
37	Power & Communications Conduits & Wiring - Within New Centrifuge Building	1	LS		\$17,000.00	\$ 17,000.00		\$	-	0	\$	-	0%
38	Reroute PG&E Main Electrical Site Supply	1	LS		\$11,500.00	\$ 11,500.00	100%	\$	11,500.00	1	\$	11,500.00	100%
39	Design, Install and Test SCADA System	1	LS		\$102,000.00	\$ 102,000.00		\$	-	0	\$	-	0%
39A	Design, Install Graphics Screens as Req'd on Display Panel	20	EA		\$570.00	\$ 11,400.00		\$	-				
	TOTAL					\$ 827,134.00		\$	83,313.00		\$	83,313.00	10%

REF.	ITEM DESCRIPTION - AL.T. 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	QUANTITY	AMOUNT
40	Dewatering Ground Water (Based on 60 calendar days)	60	DAY	\$1,100.00	\$ 66,000.00	25	\$ 27,500.00	25	\$ 27,500.00
	TOTAL				\$ 66,000.00		\$ 27,500.00		\$ 27,500.00
									42%
									14%

CONTRACT CHANGE ORDERS									
		QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	Credit for Vault Lid	1	LS	\$ (906.14)	\$ (906.14)	1	\$ (906.14)	1	\$ (906.14)
2	Alternate Bid Item #40 Dewatering (25 days)	25	days	\$1,100.00	\$ 27,500.00	25	\$ 27,500.00	25	\$ 27,500.00
	SUB TOTAL CONTRACT CHANGE ORDERS				\$ 26,593.86		\$ 26,593.86		\$ 26,593.86
	TOTAL CONSTRUCTION COST						\$ 853,727.86		\$ 853,727.86
									13%

RETAINAGE			
WORK COMPLETED	TO DATE	PERCENT	RETAINED
	\$ 109,906.86	10%	\$ 10,990.69
STORED MATERIALS	N/A	N/A	-
TOTAL			\$ 10,990.69

NET PAY THIS APP: \$ 98,916.17



634 Printz Road
ARROYO GRANDE CA 93420

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

RECEIVED NOV 22 2010

*** Contract Invoice ***

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

Invoice No: 100331
Invoice Date: 11/22/2010

Estimate No: 100331
Completed Thru: 11/30/2010
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	0.000	0.00	0.600	18900.00	0.600	18900.00
02	Project Demo/Removal	1.000 LS	10600.0000	10600.00	0.000	0.00	0.500	5300.00	0.500	5300.00
03	Survey of Site	1.000 LS	2600.0000	2600.00	0.000	0.00	1.000	2600.00	1.000	2600.00
04	Earthwork and Grading	1.000 LS	32900.0000	32900.00	0.000	0.00	0.850	27965.00	0.850	27965.00
05	New Concrete Bldg Sla	1620.000 SF	20.0000	32400.00	0.000	0.00	0.000	0.00	0.000	0.00
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	0.000	0.00	36.700	16148.00	36.700	16148.00
09	CMU Flood Wall	150.000 LF	62.5000	9375.00	0.000	0.00	0.000	0.00	0.000	0.00
10A	Flood gates on manddoors	2.000 EA	5860.0000	11720.00	0.000	0.00	0.000	0.00	0.000	0.00
10B	Flood gates on rollup d	1.000 EA	13800.0000	13800.00	0.000	0.00	0.000	0.00	0.000	0.00
11	Pre-engineered Metal Bl	1.000 LS	54840.0000	54840.00	0.000	0.00	0.000	0.00	0.000	0.00
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	0.000	0.00	0.000	0.00	0.000	0.00
15	8"PVC SDR 35 Pipe	290.000 LF	45.0000	13050.00	0.000	0.00	20.000	900.00	20.000	900.00
16	6" DI Sludge Pipe	110.000 LF	697.0000	76670.00	0.000	0.00	0.000	0.00	0.000	0.00
17	6"PVC Sch 80 Drain Pipe	40.000 LF	56.0000	2240.00	0.000	0.00	0.000	0.00	0.000	0.00
18	3" DI Sludge Pipe	2.000 LF	1543.0000	3086.00	0.000	0.00	0.000	0.00	0.000	0.00
19	4"PVC Sch 80 Floor Dra	50.000 LF	31.0000	1550.00	0.000	0.00	0.000	0.00	0.000	0.00
20	2"PVC Sch 80 Undergroun	300.000 LF	8.0000	2400.00	0.000	0.00	0.000	0.00	0.000	0.00
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	0.000	0.00	0.000	0.00	0.000	0.00
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	0.000	0.00	0.000	0.00	0.000	0.00
28B	In-Line Grinder	1.000 EA	22400.0000	22400.00	0.000	0.00	0.000	0.00	0.000	0.00
29A	New Valves-Five 4" Valv	5.000 EA	830.0000	4150.00	0.000	0.00	0.000	0.00	0.000	0.00
29B	New Valves-Thirteen 6"	13.000 EA	1700.0000	22100.00	0.000	0.00	0.000	0.00	0.000	0.00
30	14" Plug Valve	1.000 EA	7200.0000	7200.00	0.000	0.00	0.000	0.00	0.000	0.00
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	0.000	0.00	0.000	0.00	0.000	0.00
34	Local Power Dist Panel	1.000 LS	14770.0000	14770.00	0.000	0.00	0.000	0.00	0.000	0.00



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: 100331
Invoice Date: 11/22/2010

Estimate No: 100331
Completed Thru: 11/30/2010
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
35	Power/Communication Wir	1.000 LS	20400.0000	20400.00	0.000	0.00	0.000	0.00	0.000	0.00
36	Power/Communication Con	1.000 LS	32400.0000	32400.00	0.000	0.00	0.000	0.00	0.000	0.00
37	Power Wiring-New Bldg	1.000 LS	17000.0000	17000.00	0.000	0.00	0.000	0.00	0.000	0.00
38	Reroute PG&E Main Site	1.000 LS	11500.0000	11500.00	0.000	0.00	1.000	11500.00	1.000	11500.00
39	Design/Install SCADA Sy	1.000 LS	102000.0000	102000.00	0.000	0.00	0.000	0.00	0.000	0.00
40	Design/Install Graphics	20.000 EA	570.0000	11400.00	0.000	0.00	0.000	0.00	0.000	0.00
Original Contract Total:				827,134.00		0.00		83,313.00		83,313.00
60	Change Order #1	-1.000 LS	906.1400	-906.14	0.000	0.00	-1.000	-906.14	-1.000	-906.14
60	Change Order #5-Dewater	25.000 Days	1100.0000	27500.00	0.000	0.00	25.000	27500.00	25.000	27500.00
Total Change Orders:				26,593.86		0.00		26,593.86		26,593.86
Total Contract To-Date:				853,727.86		0.00		109,906.86		109,906.86

Work Completed To-Date: 109,906.86
Less Retention: 10,990.69

98,916.17

Less Previous Billing: 0.00
Current Payment Due: 98,916.17

(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 \$98,916.17 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 11/30/2010 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: 11/22/2010 Brough Construction, Inc.

By: Kate White

Title: Office Manager

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.

RECEIVED NOV 03 2010

SECTION 00557 - CHANGE ORDER

Contract Change Order No. 001 Rev. A

Date: 10/12/10

Engineer's No. 0026-0506

CONTRACT TITLE: **CENTRIFUGE NO. 2A**

CONTRACTOR: Brough Construction, Inc.

DESCRIPTION OF CHANGES	NET CHANGE
Installation of fully traffic rated H20 PG&E Vault compared to Incidental rated traffic vault as shown in specifications Appendix 3 Page 15 of 18	
Credit for Incidental Traffic PG&E Vault	- \$ 2,386.00
Cost for Full Traffic Rated H20 PG&E Vault Material	+ \$ 762.38
Cost for Full Traffic Rated H20 PG&E Vault Labor	+ \$ 565.00
Net Change	- \$ 1,058.62
(+20%) Overhead, Profit, Bond (Material Only)	+ \$ 152.48
NET CHANGE IN CONTRACT PRICE	- \$ 906.14
Original Contract Amount	\$ 827,134.00
Total Previous Changes	\$ 0.00
Amount of this Change	\$ 906.14
New Contract Total	\$ 826,227.86
Change in Contract Time	0 Days

This document will become a supplement to the Contract and all provisions will apply hereto.

Recommended by Gileen Stephens ^{pm} 11/3/10 Date 11/4/10

Approved by [Signature] Date 11/9/10

Approved by DISTRICT _____ Date _____

PART 1 CHANGE ORDER INSTRUCTIONS:

1.01 GENERAL INFORMATION

- A. This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Contract Price or Contract Time.

1.02 COMPLETING THE CHANGE ORDER FORM

- A. Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from District, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to District for approval. Engineer should make distribution of executed copies after approval by District.

If a change only applies to either price or to time, cross out the part of the tabulation that does not apply.

END OF DOCUMENT



Mid-State Concrete Products LLC
 1625 E. Donovan Road, Ste C
 Santa Maria, CA 93454
 Phone: (805) 928-2855
 Fax: (805) 928-2114

Quote Number: 10-2156

Order Date: 9/27/2010

Customer Copy

Bill to:	Brough Construction Inc 634 Printz Road Arroyo Grande, CA 93420		Delivery to:	Oceano - PG&E #5	
Contact:	Heather Papich/Katie		Project Manager:		
Phone :	805-489-7779	Fax:	805 473-2479	Phone :	Fax:
Customer ID:	1040	PO:		ShipVia:	
Terms:	NET 30			Sales Rep:	Carl
				Bid Date:	

Qty	Item	Description	Unit Price	TX	Extension
		Structure: <input type="checkbox"/> delivery			
1	XDELG03	Delivery (18) Grover Beach [included]	\$0.00	<input checked="" type="checkbox"/>	\$0.00
					\$0.00
		Structure: <input type="checkbox"/> pge #5			
1	02-5601	PG&E 35-42 ASSY - EQUIP/SPLICE - INCIDENTAL (AI)	\$2,386.00	<input type="checkbox"/>	\$2,386.00
					\$2,386.00
Total Weight			0		
					Taxable \$0.00
					Non-Taxable \$2,386.00
					Sub Total \$2,386.00
					Tax \$0.00
					Total \$2,386.00

Prices are delivered and set down into your excavated hole. Prices are good for 30 days



Mid-State Concrete Products LLC
 1625 E. Donovan Road, Ste C
 Santa Maria, CA 93454
 Phone: (805) 928-2855
 Fax: (805) 928-2114

Job Number: 10-2156

Order Date: 9/27/2010

Customer Copy

Bill to:	Brough Construction Inc 634 Printz Road Arroyo Grande, CA 93420		Delivery to:	Oceano - PG&E #5	
Contact:	Heather Papich/Katie		Project Manager:		
Phone :	805-489-7779	Fax:	805 473-2479	Phone :	Fax:
Customer ID:	1040	PO:	101910 Ryan	ShipVia:	
Terms:	NET 30			Sales Rep:	Carl
				Bid Date:	

Qty	Item	Description	Unit Price	TX	Extension
Structure: <input type="checkbox"/> delivery					
1	XDELG03	Delivery (18) Grover Beach	\$150.00	<input checked="" type="checkbox"/>	\$150.00
					\$150.00
Structure: <input type="checkbox"/> pge #5 04-1612					
0	04-1612	35 EQUIPMENT/SPLICE ASSY 54" HFT(K) [deleted from order]	\$2,989.00	<input type="checkbox"/>	\$0.00
1	04-1616	35 HFVT EQ/Splice Cover	\$0.00	<input type="checkbox"/>	\$0.00
1	04-3361	35 Concrete Body 42"	\$600.00	<input type="checkbox"/>	\$600.00
1	04-3362	35 Extension 12" [may be optional for this assembly]	\$360.00	<input type="checkbox"/>	\$360.00
1	09-1000	Nameplate: "HIGH VOLTAGE PG&E MID-STATE"	\$0.00	<input type="checkbox"/>	\$0.00
					\$960.00

Total Weight 8,534

Taxable	\$150.00
Non-Taxable	\$960.00 600.0
Sub Total	\$1,110.00 750.0
Tax	\$12.38
Total	\$1,122.38 762.3



634 Printz Road

Arroyo Grande, Ca. 93420

Office (805) 489-7779 · Fax (805) 473-2479

Contract Change Order 001 Labor and Equipment Breakdown

Ryan Oldham and vehicle:

Visit to PG&E yard to verify dimensions and ensure that lid will fit with ordered box

Wednesday October 10, 2010

2 hrs (2:00 – 4:00) @ \$90.00 /hr = \$180.00

Mike Bradley:

Port to port delivery of lid with ten wheel dump truck and trailer

Friday October 29, 2010

3.5 hrs (7:00 – 10:30) @ \$110.00 /hr = \$385.00

Total Cost \$565.00

SECTION 00557 - CHANGE ORDER

Contract Changer Order No. 002

Date: November 22, 2010

Engineer's No. 0026-0506

CONTRACT TITLE: **CENTRIFUGE NO. 2A**

CONTRACTOR: Brough Construction, Inc,

DESCRIPTION OF CHANGES	NET CHANGE
Alternative Bid Schedule – Dewatering has been determined to be required. This change order covers the number of days that dewatering has been implemented to date. Further dewatering may be required and will be requested in an additional change order.	\$27,500.00
NET CHANGE IN CONTRACT PRICE	
Original Contract Amount	\$ 827,134.00
Total Previous Changes	\$ (-906.14)
Amount of this Change	\$ 27,500.00
New Contract Total	\$ 853,727.86
Change in Contract Time	-0- days

This document will become a supplement to the Contract and all provisions will apply hereto.

Gilean Stephens 11/23/10 11/23/10
Recommended by ENGINEER Date

[Signature] 11/23/10
Approved by CONTRACTOR Date

Approved by DISTRICT Date

PART 1 CHANGE ORDER INSTRUCTIONS:

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If a change only applies to either price or to time, cross out the part of the tabulation that does not apply.

END OF DOCUMENT



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: December 1, 2010

Subject: Transfer of Cell Site Lease from Cell One to SLO Newco LLC

Recommendation:

Staff recommends the Board direct staff to review and coordinate documents in a form acceptable to the District for transferring the lease from Cell One to SLO Newco LLC with a possible adjustment of lease price.

Funding:

The current lease is currently set at \$1,625.22 per month and is adjusted by 5% annually on August first of each year. The revenue for the FY 2010-11 amounts to approximately \$19,500.

Discussion:

The District has received a request by Cell One to transfer the current lease from Cell One to SLO Newco LLC, which in turn will eventually be transferred to AT&T. The terms of the current lease are being met and there have been no issues with the use of the District's facilities for a cell site that mainly serves the Oceano Dunes area and Highway One.

This transfer will take place in several steps and we have been asked to execute the attached Estoppel Certification. In discussions with District Counsel, the existing lease requires that this transfer be made in a form acceptable to the District. I have discussed this transfer with Mr. Patterson, the Cell One General Manager and asked about the possibility of a minor increase in the lease payments. We hope to have the subsequent lessee/AT&T agree to this increase. In the meantime, District Staff will need to review the documents, existing lease and have further discussions with Cell One and the subsequent lessee. We will also need to conform the transfer documents including the insurance required by the lease.

Staff will coordinate with the entities involved and bring a final action back to your Board in the near future.

October 8, 2010

CELLULARONE®
of San Luis Obispo

VIA CERTIFIED MAIL 7010 1060 0000 8963 8762
RETURN RECEIPT REQUESTED

South San Luis Obispo County Sanitation District
P.O. Box 339
Oceano, CA 93445

RE: Communications Site Lease and License Agreement dated (or commencing) as of August 1, 2002 (as heretofore amended and assigned, if applicable, and together with any related easements or other appurtenances, the "Lease") by and between South San Luis Obispo County Sanitation District (the "Landlord") and SLO Cellular, Inc. (as tenant or successor tenant, as applicable); Address of Site: 1600 Aloha, Oceano, California (the "Site")

Ladies and Gentlemen:

SLO Cellular, Inc. and New Cingular Wireless PCS, LLC ("AT&T"), among other parties, have entered into that certain Agreement for Purchase and Sale of Assets dated as of April 8, 2010 (as amended and assigned from time to time, the "Purchase Agreement"). Under the Purchase Agreement, SLO Cellular, Inc. will transfer substantially all of the assets comprising SLO Cellular Inc.'s cellular telephone system, including the Lease, to SLO Newco LLC, a newly formed Delaware limited liability company that, upon the Closing of the Purchase Agreement ("Closing"), will be wholly owned by AT&T.

This letter serves as notice under the Lease that SLO Cellular, Inc. intends at the Closing to assign the Lease to SLO Newco LLC ("Newco"), which as of the date of this letter is wholly owned by SLO Cellular, Inc. At the Closing, a change in control in the ownership of Newco will occur, such that Newco will, following the Closing, be a wholly owned subsidiary of AT&T. The foregoing assignment and change in control and any subsequent transfers to AT&T's affiliates are collectively referred to in this letter as the "Transfer". Please note that there is a possibility that the assignment of the Lease to Newco may occur after the date on which the change in control of Newco is effective. This letter will be deemed to cover, and your consent will be deemed to apply to, the assignment of the Lease to Newco whether occurring before or after the change in control of Newco.

From and after the effective date of the assignment of the Lease to Newco (the "Closing Date"), which is expected to occur during the fourth quarter of 2010, Newco shall become the "tenant" under the Lease and shall be responsible for all obligations and liabilities of tenant under the Lease from and after the Closing Date. Nothing herein shall be deemed to release SLO Cellular, Inc. from its obligations and liabilities under the Lease, to the extent such obligations and liabilities arose or accrued prior to the Closing Date. You will be notified of any change in the notice address and other contact information for the "tenant" under the Lease promptly after the Closing Date.

RECEIVED

OCT 25 2010

156 Oceano

211157_2.DOC



South San Luis Obispo County Sanitation District
October 8, 2010
Page 2

You also may be requested to provide copies of certain records regarding the Lease [and the Tower that is the subject of the Lease] and to join in the execution of a memorandum of lease or of the assignment of the Lease, as appropriate. Thank you in advance for your assistance and cooperation with respect to such requests.

Please confirm your consent to the Transfer described above and your agreement to the provisions of this letter and confirm certain Lease terms by signing where indicated on the Landlord Consent and Estoppel Certificate attached hereto as Exhibit "A" (the "Certificate") and returning the original signed Certificate in the enclosed, postage prepaid envelope.

Should you have any questions about this letter, the Certificate or the transactions involving the Lease, please contact the undersigned at (805) 543-0100, extension 1001.

Very truly yours,

SLO Cellular, Inc.

By: 
Bruce Patterson, General Manager

EXHIBIT "A" TO LETTER

LANDLORD CONSENT AND ESTOPPEL CERTIFICATE

The undersigned, _____, as landlord ("Landlord") under that certain Communications Site Lease and License Agreement (the "Lease"), dated as of August 1, 2002 by and between Landlord and SLO Cellular, Inc. ("Tenant"), affecting the property known as 1600 Aloha, Oceano, California, (the "Property"), having the knowledge that Tenant intends to assign its interest in the Lease to SLO Newco LLC ("Newco") and that Newco will become a wholly owned subsidiary of New Cingular Wireless PCS, LLC ("AT&T"), hereby states, declares, represents and certifies to Tenant and Newco and their successors and/or assigns the following:

1. The Lease (a) is in full force and effect, (b) has not been modified, altered or amended except as described above and (c) is the valid and binding obligation of Tenant and Landlord.

2. Tenant has performed all of its obligations under the Lease, including payment of rent, and neither Tenant nor Landlord are currently in default under the Lease and, to the best of Landlord's knowledge, no event has occurred which with the giving of notice or passage of time would constitute such a default.

3. The rent commencement date of the Lease is August 1, 2002 and the expiration date of the current term is August 1, 2012 with a final expiration of the Lease on August 1, 2022.

4. The current rental is \$ 1,625.22 per month and such amount is subject to increase on August 1, 2011.

5. Landlord hereby consents to the Transfer described in the letter to which this Landlord Consent and Estoppel Certificate is attached.

This Landlord Consent and Estoppel Certificate shall inure to the benefit of Tenant and Newco and to the benefit of their respective successors and assigns and shall be binding upon Landlord and Landlord's successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be executed and delivered as of the ____ day of _____, 2010.

By: _____
Name: _____
Title: _____

Business news? E-mail
mhodgson@santamariatime
or call 805-739-2221

YESTERDAY'S **U.S. MARKETS**

Local Industry

NEWS & NOTES

AT&T acquires SLO Cellular

Current Cellular One customers in San Luis Obispo County are now AT&T customers following AT&T's acquisition of SLO Cellular, which had operated under the Cellular One brand.

AT&T expects to roll out its mobile broadband service to all of the acquired properties, which includes 46 cell sites, over the coming year, a company official said.

The acquisition will extend AT&T's wireless network coverage within San Luis Obispo County, specifically in the North County as well as Lopez Lake.

Over the next year, AT&T will perform network and service integration in the former Cellular One territory and plans to virtually double the area's 3G spectrum.

Current Cellular One customers also have select phones available to them at no additional cost or contract commitment and will be able to keep their current mobile phone numbers, the spokesman said.

Those customers must also select an AT&T voice service plan and applicable data plan.

The spokesman said the company will inform subscribers of the changes in advance and is committed to making the transition as easy and convenient as possible.



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: December 1, 2010

Subject: Employment Agreement: Sabrina Spears, Bookkeeper/Secretary

Recommendation:

Staff recommends the Board approve an employment agreement with Sabrina Spears for District Secretarial/Bookkeeping services and direct the District Administrator to execute the agreement on behalf of the District.

Funding:

Current funding is available under Account No. 19-6040 (and related accounts pertaining to benefits and employment taxes for this position) which provides for a full time (32 hours/week) Secretary/Bookkeeper.

Outlined below is a comparison of total cost for the existing employment of Ms. Spears as a permanent District employee and the costs as a contract employee working 80 hours per month. It is estimated that the savings to the District will amount to approximately \$55,000 on an annual basis.

Expense Comparison

Full Time Secretary/Bookkeeper vs. Contract Part Time Position

Expense Account	Current Expenses per 2010/11 Budget	Contract Position Current Hourly Rate (80 hours p/month) \$24.44 p/hour	Budget Reduction
19-6040 Secretary/Bookkeeper	4,236.00	1,955.20	2,280.80
19-6050 S.S. & Medicare	324.05	149.57	174.48
19-6055 State Disability	23.30	10.75	12.55
19-6060 State Retirement	668.94	0.00	668.94
19-6080 Work Comp	34.74	16.03	18.71
19-6010 Medical Insurance	1,476.46	0.00	1,476.46
19-6025 Dental Insurance	132.96	0.00	132.96
19-6075 Medical Reimbursement	41.67	0.00	41.67
Monthly Total	6,938.12	2,131.55	4,806.57
Annual Total	83,257.44	25,578.60	57,678.84



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19-6075 Medical Reimbursement	41.67	0.00	41.67
Monthly Total	6,938.12	2,131.55	4,806.57
Annual Total	83,257.44	25,578.60	57,678.84

Discussion:

Ms. Sabrina Spears has served the District very well as its Bookkeeper/Secretary for almost 20 years and has retired from District Service as of December 31, 2010.

However, Sabrina wishes to contract back with the District for the foreseeable future time on a half-time basis of 80 hours per month. Sabrina's schedule will be set so as to continue to provide the basic functions which she has provided in the past. If there are extenuating circumstances requiring more time for a specific project, we understand that she would be available to provide extra time when needed.

As shown in the table above, this arrangement, in transitioning from a full time employee with attendant benefits, will save the District in excess of \$50,000 per year.

Attached is an agreement for employment drafted by District Counsel which will provide for these services starting January 1, 2011. It is recommended that the Board approve this agreement and direct the District Administrator to execute it on behalf of the District.

EMPLOYMENT AGREEMENT

THE EMPLOYMENT AGREEMENT ("Agreement") is entered into on January 1, 2011, by and between SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT (referred to in the Agreement as "District"), whose address is 1600 Aloha, Oceano, California 93445, and SABRINA SPEARS (referred to in the Agreement as "Contract Employee").

RECITALS

- A. WHEREAS, District has a need for a part time Secretary/Bookkeeper; and
- B. WHEREAS, Contract Employee represents that she is qualified to perform the services of a Secretary/Bookkeeper;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in the Agreement, District and Contract Employee agree as follows:

1. Title and Duties. District shall employ Contract Employee as a part time Secretary/Bookkeeper and Contract Employee accepts that employment. Contract Employee shall devote substantially all of her time, attention, energy, knowledge and skill solely and exclusively to performing all duties as assigned to her by either the Plant Superintendent or the District Administrator. (*Duties attached as Exhibit "A".*)

2. Compensation and Expenses. Contract Employee shall be compensated as follows:

- a. Hourly Rate. Contract Employee will work a maximum of twenty (20) hours per work and will be paid at the rate of \$24.44 per hour.
- b. Payment for Work in Excess of Twenty (20) Hours Per Week. Contract Employee shall not work more than twenty (20) hours per week without express written approval by either the Plant Superintendent or the District Administrator.
- c. Expenses. District shall reimburse said Contract Employee for all reasonable business related expenses incurred by Contract Employee in connection with her employment as a part time Secretary/Bookkeeper.
- d. Dental Insurance. District shall provide dental insurance at Contract Employee's expense as part of the District's group plan during her employment as a part time Secretary/Bookkeeper.

- e. At-Will Employment. Contract Employee's employment with the District is for no specified term and is at the mutual consent of both Contract Employee and the District. Specifically, Contract Employee's employment will be on an "at-will" basis, meaning that either Contract Employee or the District may terminate the employment relationship with or without cause with two (2) weeks notice. There are no express or implied agreements contrary to the foregoing and no one other than the District Administrator has any authority to enter into an employment agreement for a specified period of time or to make any agreement that is contrary to the foregoing. Any such agreement by the District Administrator must be in writing and fully executed by both Contract Employee and the District Administrator.

3. Proprietary and Confidential Information. Contract Employee agrees that during and after employment with the District, Contract Employee will not directly or indirectly disclose to or use for the benefit of anyone other than the District any of the District's trade secrets, confidential or proprietary information to which Contract Employee had access, or that Contract Employee learned or that originated while Contract Employee was employed by the District.

4. Non-Assignment of Contract. The Agreement is intended to secure individually the services of the Contract Employee and thus Contract Employee shall not assign, transfer, delegate or sublet the Agreement or any interest therein, without the prior written consent of the District, and without any such assignment, transfer, delegation or sublet without the District's prior written consent shall be considered null and void.

5. Covenant. The Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of the clauses of the Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable within the boundaries of the South San Luis Obispo County Sanitation District and San Luis Obispo County shall be the venue for any action or proceeding that may be brought, or arise out of, in connection with or by reason of the Agreement.

6. Severability. The provisions of the Agreement are divisible; if any of the provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of the Agreement shall continue in full force and effect without being impaired or invalidated in any way.

7. Entire Agreement. The Agreement supersedes all prior agreements, understandings, and communications between Contract Employee and the District, whether written or oral, express or implied, relating to the subject matter of the Agreement and is intended as a complete and final expression of the terms of the

agreement between Contract Employee and the District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone acting on their behalf made any inducements, agreements, promises or representations other than those set forth in the Agreement.

8. Amendment. The Agreement may not be altered or amended except in a writing signed by both parties to the Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date set forth above.

SOUTH SAN LUIS OBISPO COUNTY
SANITATION DISTRICT

By: _____
JOHN L. WALLACE,
District Administrator

SABRINA SPEARS,
Contract Employee



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<http://sslocsd.org/>

Staff Report

To: Board of Directors
From: John Wallace, *District Administrator* 
Date: December 1, 2010
Subject: Ballot for LAFCO Special District Member

Recommendation:

Staff recommends the Board consider the enclosed information from the three candidates asking to be selected to serve as one of the independent special districts' representative to LAFCO and cast their vote as set forth in the attached documents.

Alternatively, this item could be continued to the Board's next regularly scheduled meeting to be held on December 15, 2010.

Funding:

Not Applicable.

Discussion:

Mr. David Brooks of Templeton Community Services District who sat on LAFCO as one of the independent special districts representative has not run for re-election on the TCSD board and therefore must also retire from LAFCO. The special districts have previously been asked to nominate directors of their district or other districts who would like to serve. Attached is information on the three candidates who have been nominated for this position.

The board should consider the attached information on each candidate and cast their vote for one of the three. Staff will return the ballot by the due date of December 23, 2010 to LAFCO for tallying the votes from all the County's special districts and a decision on the election.



LAFCO - San Luis Obispo - Local Agency Formation Commission
SLO LAFCO - Serving the Area of San Luis Obispo County

TO: EACH INDEPENDENT SPECIAL DISTRICT
FROM: DAVID CHURCH, EXECUTIVE OFFICER
DATE: NOVEMBER 18, 2010
DUE DATE: DECEMBER 23, 2010
SUBJECT: BALLOT FOR LAFCO SPECIAL DISTRICT MEMBER

Three individuals have been nominated to fill the unexpired term of Special District Member David Brooks (TCSD) on the San Luis Obispo Local Agency Formation Commission (LAFCO). This term expires in December 2012. The nominees are:

- ☐ Muril Clift, Cambria CSD
- ☐ Brian Kreowski, Port San Luis Harbor District
- ☐ Marshall Ochylski, Los Osos CSD

Date of Action: _____

The Government Code (56332 (c)(1)) states that "at the end of the nomination period, the Executive Officer shall prepare and deliver, or send by certified mail, to each independent special district one ballot and voting instructions." The Government Code also allows for the ballot and instructions to be sent electronically if the special district selection committee agrees and written evidence of receipt of the ballot and instructions is retained by the executive officer. At the CSDA chapter meeting on September 17, 2010 the District's agreed that completing the election electronically would be appropriate.

Ballot Instructions. Each Independent Special District may vote for one nominee. The vote by a District must be considered by the District's Board of Directors as an item on its agenda. Please schedule this matter for a vote at your Board of Directors meeting as soon as possible. The District's selection should be returned to the LAFCO office no later than **December 23, 2010** via one of the following ways: **1) An email indicating the date the item was on the Board's agenda and the selected nominee, 2) A scanned pdf of this ballot attached to an email with one of the nominees selected and the date it was considered on the Board's agenda, or 3) A fax sent to LAFCO with one of the nominees selected and the agenda date of the Board's decision.**

Please contact me at 781-5795 or Dchurch@slolafco.com if you have any questions.

COMMISSIONERS

DUANE PICANCO
Chair, City Member

RICHARD ROBERTS
Vice Chair,
Public Member

KATCHO ACHADJIAN
County Member

DAVID BROOKS
Special District Member

ED EBY
Special District Member

BRUCE GIBSON
County Member

KRIS VARDAS
City Member

ALTERNATES

MURIL CLIFT
Special District Member

Roberta Fonzi
City Member

TOM MURRAY
Public Member

JAMES R. PATTERSON
County Member

STAFF

DAVID CHURCH
Executive Officer

RAYMOND A. BIERING
Legal Counsel

MIKE PRATER
Analyst

DONNA J. BLOYD
Commission Clerk

Muril N. Clift
1011 Suffolk St.
Cambria, Ca. 93428

As the current Special District Alternate Representative to LAFCO I am seeking the position of Special District Representative vacated by David Brooks. I was elected to the Alternate position in June and have attended every meeting since that date. I desire to represent the county's Special Districts as I believe the Special District is the most direct form of government and deserves to be protected. You can see my commitment to Special Districts in my qualifications to serve.

Currently I serve the community in the following organizations:

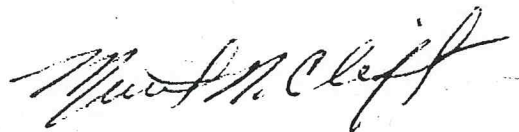
- Special District Alternative Representative to LAFCO
- Vice President – Cambria Community Service District
- Elected Director – Special Districts Risk Management Authority, Sacramento
- Member – Legislative Committee of California Special Districts Association
- 2nd Supervisor District Representative to Citizens Transportation Advisory Committee of SLOCOG

Previous Service on Special Districts:

- Elected Director – Santa Maria Public Airport District
- Elected Trustee – Kern County High School District

LAFCO is the place Special Districts go to take on additional powers. LAFCO is the place which determines the Sphere of Influence of Districts and Cities. These are important powers and you need someone with experience in Special Districts watching out for your interests. With my experience in Special Districts I believe I am best qualified to represent your interest at LAFCO and promise to do all I can to protect and enhance the roles of Special Districts.

I respectfully ask for your support and vote.

A handwritten signature in black ink, appearing to read "Muril N. Clift", with a stylized, cursive script.

BOARD OF COMMISSIONERS

CAROLYN MOFFATT
JIM BLECHA
JACK SCARBROUGH
BRAIN KREOWSKI
DREW BRANDY

President
Vice President
Secretary
Commissioner
Commissioner



P.O. BOX 249 • AVILA BEACH
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STEPHEN A. McGRATH *Harbor Manager*
THOMAS D. GREEN *Legal Counsel*
PHILLIP J. SEXTON, CPA *Treasurer*

Commissioner Brian Kreowski, known to his family and friends by his middle name "Craig", is a graduate of Arroyo Grande High School and his family has resided in San Luis Obispo County for more than 30 years. In the 80's, while attending Cuesta College and Cal Poly, Commissioner Kreowski worked at Port San Luis as a Sport Launch Operator and Maintenance Worker for the District.

Brian is one of the founding members of the Central Coast Aquarium Society, and helped facilitate the establishment and continuation of a mobile, interactive sea life educational program *Tidepool Treasures*, which has served in educating countless children and adults about our Ocean environments. He has participated in fostering many collaborative activities and programs with other marine organizations and was instrumental in facilitating the initial discussions for the Cal Poly take over of the Unocal Pier at Port San Luis.

In 1996, Brian was appointed to the Dinosaur Caves Task Force for the City of Pismo Beach. He served for over one year as vice-chairperson and was instrumental in the formulation of the Task Force recommendation to establish the property as an "open space" park.

Following the dissolution of the Task Force, Brian, and three other members created the Dinosaur Caves Preservation Society (DCPS), a non-profit 501(c)(3) organization, dedicated to preserving the Dinosaur Caves Property. He continues to serve as vice president of the society. Together with the City of Pismo Beach, the society has raised close to \$900,000 to develop the park.

In addition to practicing law, Commissioner Kreowski has taught at Cuesta College for the past 15 years and was the first part-time professor to receive the prestigious M'may Diffley Teaching award.

In 2003, Brian was appointed as a Commissioner to the Port San Luis Harbor Commission, by his fellow Commissioners, and then subsequently affirmed in his position as a Commissioner by an election of the people of the District. Since becoming a Commissioner, Brian has traveled to Washington, DC to represent the District and assist in the lobbying effort to acquire Federal Funding for the District's breakwater, which suffered earthquake damage in 2003. In 2008, Brian became President of the San Luis Obispo County Historical Society, and currently serves in that capacity, as well as a Commissioner for the Port San Luis Harbor District, Professor of Political Science at Cuesta College and managing member of the Shell Beach Law Group.

Marshall Ochylski

President, Los Osos Community Services District

Occupation: Land Use and Environmental Attorney

I am running for election as the Special District representative to LAFCO because my multifaceted background as a college professor, land planner, land use and environmental attorney gives me the unique experience and ability to serve the constituents of our Special Districts and the residents of the County of San Luis Obispo.

I have devoted many years of my life dealing with the complexities of the issues that arise due to the split in jurisdiction over the County's authority over land use decisions in those areas within and adjacent to our Special Districts and the provision of public services by the Special Districts in those areas.

After my college graduation with a Master's Degree, my first employment was as a Landscape Architect/Planner. After several years, I entered the teaching profession as an Assistant Professor. After receiving tenure at Cal Poly, I decided to resume my career as a Landscape Architect/Planner and founded my own firm, LANDPLANS, which provided Landscape Architectural and Planning Services for both the private and public sectors. As my practice morphed from providing basic design services to providing project representation and interfacing with governmental agencies and interested stakeholders, I decided to pursue my law degree to be able to better handle the increasing complexity of governmental regulations and environmental issues. After passing the bar, I formed my own law firm which specializes in land use planning and environmental law.

This mixture of educational, planning and legal backgrounds gives me a unique perspective that will allow me to make decisions that foster orderly growth and development, and promote the most efficient use of our limited natural resources and infrastructure capacity, while providing for the interests and concerns of our Special Districts and our constituents.

Selected Experience:

President of San Luis Obispo County Special Districts Association, 2010.

President of the Los Osos Community Services District, 2010.

Chair of the Los Osos Community Services District Financial Advisory Committee, 2010.

Member of the Executive Committee of the Morro Bay National Estuary Program, 2010.

Chair of the Los Osos Community Services District's Emergency Services Advisory Committee, 2009.

Alternate to the San Luis Obispo County Water Resources Advisory Committee, 2009.

Vice President of the Los Osos Community Services District, 2009.

Los Osos Community Services District Board of Directors, 2008 - Present.

Member of the Environmental Working Group, Technical Advisory Committee, Los Osos Waste Water Project, San Luis Obispo County, 2007 - 2008.

Chairperson of the San Luis Obispo Downtown Association Beautification Awards Committee, 1986 - Present.

Member of the South Bay (Los Osos) Advisory Council, 1983-1986.



November 23, 2010

**Subject: Recommendation to support Marshall Ochylski as Candidate for
Special District Member on the San Luis Obispo County LAFCO**

Marshall Ochylski has been nominated unanimously by our Los Osos Community Services (LOCSD) Board to be a candidate for the Local Area Formation Commission of San Luis Obispo County. As a four-year member of the LOCSD Board of Directors, I enthusiastically recommend his election to LAFCO. During the two years of Marshall's tenure on our Board, he has demonstrated the ability to listen, learn, and lead on a variety of issues.

The LOCSD has had a history of contentious relationships with regulatory agencies. During his tenure, Marshall has demonstrated sound judgment in developing strategies towards the resolution of the LOCSD's legal issues to the benefit of resolving the long-standing environmental wastewater problems in Los Osos. Marshall's contributions to the coordination between the County of San Luis Obispo, the California Coastal Commission, and the Regional Water Quality Control Board have resulted in a comprehensive plan with those agencies to resolve our wastewater issue while minimizing penalties from prior delays.

The financial and legal entanglements, which restricted operations of the LOCSD prior to the beginning of Marshall's term, have been successfully mitigated over the last two years. During that time, the LOCSD has successfully formulated a plan of debt adjustment to present to the Federal Bankruptcy Court. The unique character and significance of a municipal Chapter 9 Bankruptcy case cannot be overstated, especially for a Special District. During his two years of service, the LOCSD, with Marshall's contributions as both Vice-President & President of the Board, has successfully eliminated a number of claims and further litigation.

As a member of the LOCSD and LAFCO, Marshall will be able to use his background as an environmental attorney and LOCSD Board Director to be a positive force for LAFCO. His familiarity with land-use issues in the County, and particularly his specific knowledge of the Estero Bay, the Los Osos Valley, and the Chorro Valley will be a tremendous asset to LAFCO. I, along with my fellow LOCSD Directors, urge the LAFCO electors to select Marshall Ochylski as a LAFCO commissioner.

Respectfully,

Joe Sparks
Director, Los Osos Community Services District 2006-2010
President, Los Osos Community Services District 2009

President
Marshall E. Ochylski

Vice President
Steve Senet

Directors
Chuck Cesena
Maria M. Kelly
Joe Sparks

General Manager
Dan Gilmore

District Accountant
Amparo Haber

Administrative Supervisor
Sandi L. Woods

Utilities Supervisor
Margaret Falkner

Fire Chief
Matt Jenkins

Battalion Chief
Phill Veneris

Mailing Address:
P.O. Box 6064
Los Osos, CA 93412

Offices:
2122 9th Street, Suite 102
Los Osos, CA 93402


Phone: 805/528-9370
FAX: 805/528-9377

www.locsd.org



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/>

To: CSDA Managers
From: John L. Wallace, District Administrator/Engineer 
Date: November 19, 2010
Subject: Prescription Drug Disposal Program

Discussion:

In September 2010 the San Luis Obispo County Integrated Waste Management Authority kicked off Operation Medicine Cabinet. The goal of the program is to safely and lawfully dispose of expired prescription drugs. To accomplish this secure disposal sites have installed at police stations and sheriff sub stations throughout the county.

Wanting to build on the momentum of the County program, the Sanitation District is utilizing this opportunity to further encourage proper disposal with the launch of a direct mailing campaign to residents of the Grover Beach, Arroyo Grande, and Oceano.

The flyer designed by the County as well as a draft one third page flyer and a draft full page flyer designed by the District, are provided for your information. The final versions of the District's flyers will include Spanish translation on the second side. The District's flyers are designed to communicate the goals of the program quickly. To deliver this concise message, graphic blocking, color schemes, and simple imagery are utilized in the flyer design. The flyer will be mailed to each water service via their standard bill and distributed as handouts on public counters.

The costs of the program are summarized in Table 1. These costs include printing, stuffing, mailing, flyer design, and program coordination. It should be noted that since the flyers will be accompanying the standard bills and will not weigh enough to increase postage, there may not be any additional postage cost.

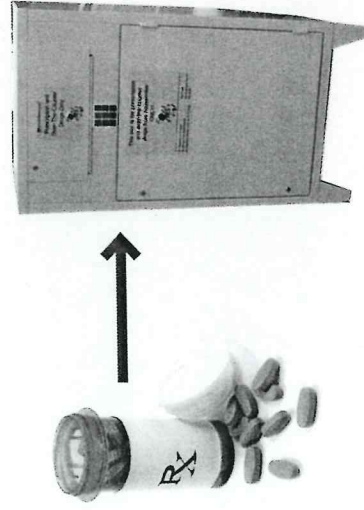
Table 1 – Program Costs		
Component	Alternative 1	Alternative 2
Printing	\$ 878	\$ 1,759
Stuffing	\$ 341	\$ 341
Design	\$ 470	\$ 470
Coordination	\$ 1,000	\$ 1,000
Total	\$ 2,689	\$ 3,570

PROTECT OUR CHILDREN & ENVIRONMENT

*Dispose of Prescription
and Over-the-Counter
Drugs Properly!*

Do you have old or expired Rx Drugs?

Use the drop box at your
local Police or Sherriff Station
for **FREE** medicine disposal!



Operation Medicine Cabinet Program
brought to SLO County by our local
Police, Sherriff and Integrated Waste
Management Authority (IWMA)

Why is it important to get rid of unwanted medications?

- Teenagers and young adults are abusing medications.
- Young children and pets accidentally ingest medications, potential poisoning them.
- Taking expired or incompatible medications may be harmful.

Why should we avoid flushing medications or throwing them in the trash?

- Wastewater treatment facilities are not designed to remove medications, so these materials pass untreated into our water systems and supply.
- Medications thrown in the trash can be retrieved or potentially enter the environment.



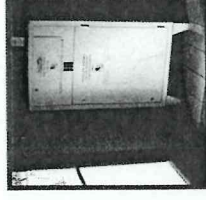
Do NOT flush or throw in the trash, or
give to friends, relatives, or strangers.

Only these items are accepted:

- Over-the-counter medications/drugs
- Prescription medications or samples
- Medications for household pets
- Medicated lotions or ointments

For proper disposal, follow these steps:

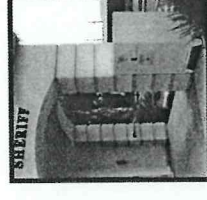
- Keep medications in original containers
- Remove all personal information (name, address, and phone number)
- Leave name of medication
- Drop off at your local Police or Sherriff Station



200 N. Halcyon Road
Arroyo Grande Police



711 Rockaway Avenue
Grover Beach Police



1681 Front Street
Oceano Sheriff

Visit any of these
locations in Arroyo
Grande, Grover
Beach, or Oceano to
dispose of unwanted
or expired drugs.

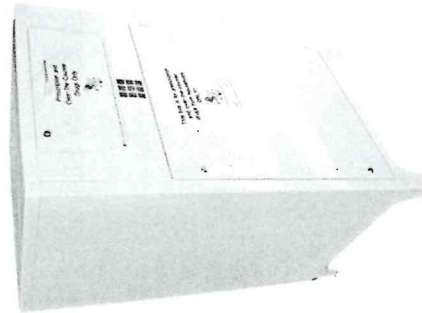
Questions?

Contact SLO County Integrated
Waste Management Authority
at 805 782-8530 or visit
www.iwma.com



In response to a growing demand for a safe, convenient, way to dispose of household medications, your local Police and Sheriff departments and the SLO County IWMA have teamed up to install drop-boxes at each local Police Department and three Sheriff Patrol Stations.

Residents can bring all types of unwanted medications, including prescription and over-the-counter drugs for FREE disposal.



For more information about the program, please contact:

Arroyo Grande Police Dept.
(805) 473-5100

Atascadero Police Dept.
(805) 461-5051

Grover Beach Police Dept.
(805) 473-4511

Morro Bay Police Dept.
(805) 772-6225

Paso Robles Police Dept.
(805) 237-6464

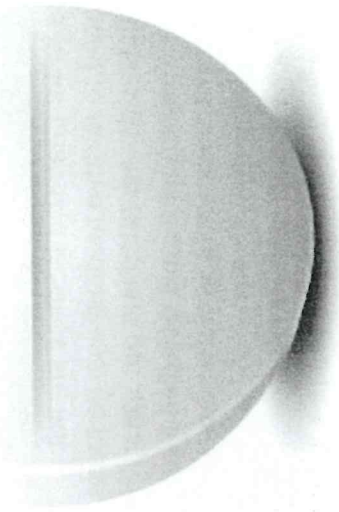
Pismo Beach Police Dept.
(805) 773-2208

San Luis Obispo Police Dept.
(805) 781-7317

San Luis Obispo County Sheriff's Dept.
(805) 781-4578

San Luis Obispo County
Integrated Waste Management
Authority
(805) 782-8530

OPERATION MEDICINE CABINET



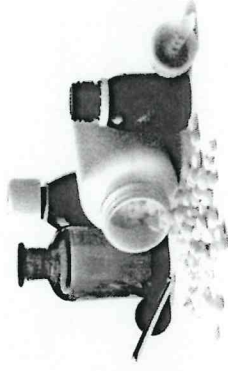
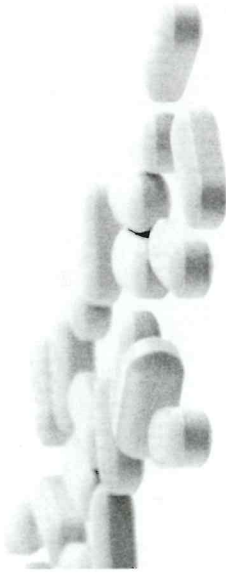
A program for
San Luis Obispo County
residents to safely dispose
of unwanted household
medications.

Why is it important to get rid of unwanted medications?

- Teenagers and young adults are abusing medications -- some taken right from their parents' or grandparents' medicine cabinets at an alarming rate.
- Young children and pets accidentally ingest medications found around the home, leading to potential poisoning.
- Seniors can mistakenly mix incompatible medications or take expired drugs that may be harmful to them.

Why should we avoid flushing medications or throwing them in the trash?

- Wastewater treatment facilities are not designed to remove medications, so these materials pass untreated into our water system. Researchers have detected trace elements of medications in numerous water bodies nationwide.
- Medications thrown in the trash are susceptible to retrieval by individuals or pets. When sent to the landfill, medications can potentially enter the environment.



The following items can be deposited in the medication drop boxes:

- Over-the-counter medications
- Prescription medications
- Medication samples
- Medications for household pets
- Medicated lotions or ointments

The following items are NOT accepted:

- No Needles or "sharps"
(Return to Pharmacy for free disposal)
- No Hazardous waste
(See www.iwma.com for more information)
- No Thermometers
- No Personal care products
(e.g. non-medicated shampoo, soap, perfume, etc...)
- No Trash
- No Mail
- No Lost and found materials
- No Empty containers
- No Pharmaceuticals from business/professionals

Please keep medications in their original containers and remove or scratch out all personal information, including name, address, and phone number.

Note: This program is for household medications only. Medical professionals are not eligible.

Collection Locations:

The following locations will accept unwanted household medication throughout the county.

Police Stations:

- Arroyo Grande - 200 N. Halcyon Rd.
- Atascadero - 5505 El Camino Real
- Grover Beach - 711 Rockaway Ave.
- Morro Bay - 850 Morro Bay Blvd.
- Paso Robles - 900 Park St.
- Pismo Beach - 1000 Bello St.
- San Luis Obispo - 1042 Walnut St.

Sheriff Patrol Stations:

- Los Osos - 2099 10th St.
- Oceano - 1681 Front St.
- Templeton - 356 N. Main St.

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*Questions? Contact SLO
County Integrated Waste
Management Authority at:
805 782-8530*

*For more information:
www.iwma.com*

Do you have old or
expired R_x Drugs?



No!

Yes!

Use the drop box in
your area for FREE
medicine disposal.



Do NOT give to friends, relatives, or strangers.



200 N. Halcyon Road
Arroyo Grande Police



711 Rockaway Avenue
Grover Beach Police



1681 Front Street
Oceano Sheriff