

SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

AGENDA BOARD OF DIRECTORS MEETING Grover Beach City Hall Council Chambers, 154 South Eighth Street, Grover Beach, California 93433

Wednesday, February 5, 2025, at 6:00 p.m.

Board Members

Linda Austin, Chair Caren Ray Russom, Vice Chair Kassi Dee, Director

Alternate Board Members

Shirly Gibson, Director Jim Guthrie, Director Clint Weirick, Director

Agencies

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

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

- 1. CALL TO ORDER AND ROLL CALL
- 2. PLEDGE OF ALLEGIANCE
- 3. AGENDA REVIEW

4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

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

- Direct Staff to assist or coordinate with you.
- Direct Staff to place your issue or matter on a future Board meeting agenda.

Please adhere to the following procedures when addressing the Board:

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

Any writing or document pertaining to an open-session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the offices of the Oceano CSD, a member agency located at 1655 Front Street, Oceano, California. Consistent with the Americans with Disabilities Act (ADA) and California

Government Code §54954.2, requests for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires modification or accommodation in order to participate at the above referenced public meeting by contacting the District Administrator or Bookkeeper/Secretary at (805) 481-6903. So that the District may address your request in a timely manner, please contact the District two business days in advance of the meeting.

5. CONSENT AGENDA:

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

- 5A. Approval of Warrants
- 5B. Approval of Meeting Minutes of December 4, 2024
- 5C. Approval to Purchase and Replace Three New Chemical Tanks

6. ACTION ITEMS:

6A. ANNOUNCEMENT OF ROTATION OF CHAIR AND VICE CHAIR FOR THE 2025 CALENDAR YEAR

Recommendation: The Board consider, confirm, and announce the rotation of Chair and Vice Chair for the 2025 Calendar Year in accordance with District Bylaws.

6B. REDUNDANCY PROJECT UPDATE

Recommendation: Receive and file.

6C. ADOPTION OF RESOLUTION NO. 2025-457 TO BRING DISTRICT BYLAW SECTION 2.7 DISRUPTIONS IN LINE WITH THE CURRENT STATE OF FIRST AMENDMENT LAW.

Recommendation: That the Board adopt Resolution 2025-457 amending the Board Bylaws to bring District procedures in line with the current state of First Amendment Law.

6D. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

Recommendation: Receive and File.

7. BOARD MEMBER COMMUNICATIONS:

8. ADJOURNMENT

The next regularly scheduled Board Meeting is March 5, 2025, 6:00 pm at the

Arroyo Grande Council Chambers, 215 E. Branch Street, Arroyo Grande, California 93420

WARRANT REGISTER 2/5/2024 FISCAL YEAR 2024/25

FISCAL YEAR 2024/25						
VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	JANUARY 2025	120624-8151	6025	1,058.41	1,058.41
BC PUMP SALES	EQUIPMENT MAINTENANCE	37577	8152	8030	8,107.34	8,107.34
BRENNTAG	PLANT CHEMICALS	BPI477308; BPI478029	8153	8050	23,530.05	23,530.05
CAL ELECTRIC SUPPLY	EQUIPMENT MAINTENANCE	7826-1155512	8154	8030	694.98	694.98
CAREN RAY RUSSOM	BOARD SERVICE	DECEMBER 2024	8155	7075	100.00	100.00
CHARTER COMMUNICATIONS	COMMUNICATIONS	11/29/24-12/28/24	8156	7013	319.96	319.96
CLINT WEIRICK	BOARD SERVICE	DECEMBER 2024	8157	7075	100.00	100.00
COASTAL JANITORIAL	STRUCTURE MAINTENANCE	DECEMBER 2024	8158	8061	596.00	596.00
CULLIGAN WATER	RENTAL EQUIPMENT	DECEMBER 2024	8159	7032	60.00	60.00
EVERYWHERE RIGHT NOW	COMPUTER SUPPORT	DECEMBER 2024	8160	7082	100.00	100.00
GRAINGER	EQUIPMENT MAINTENANCE	MULTIPLE	8161	8030	1,985.23	1,985.23
GSOLUTIONZ	COMMUNICATIONS	JANUARY 2025	8162	7013	102.29	102.29
JB DEWAR	FUEL	368357; 370345CL	8163	8020	3,026.78	3,026.78
LINDA AUSTIN	BOARD SERVICE	DECEMBER 2024	8164	7075	100.00	100.00
LINDE GAS	EQUIPMENT RENAL	10/20/24-11/20/24	8165	7073	44.01	44.01
MCMASTER CARR	EQUIPMENT MAINTENANCE	MULTIPLE	8166	8030	486.06	486.06
MINERS	EQUIPMENT MAINTENANCE	NOVEMBER 2024	8167	8030	1,378.06	1,378.06
MNS ENGINEERS	REDUNDANCY	OCTOBER 2024		20-7080	•	72,417.51
OCSD			8168		72,417.51	686.75
	WATER	09/18/24-11/18/24	8169	7094	686.75	
OILFIELD ENVIRO COMPLIANCE	CHEMICAL ANALYSIS	MULTIPLE	8170	7078	1,220.00	1,220.00
QUAGLINO ROOFING	STRUCTURE MAINTENANCE	7263	8171	26-8065	9,558.00	9,558.00
RAIN FOR RENT	STRUCTURE MAINTENANCE	2085855	8172	26-8065	409.89	409.89
READY REFRESH	ADMIN BUILDING	10/25/24-11/24/24	8173	8045	143.86	143.86
SAFETY KLEEN	CHEMICAL ANALYSIS	95750087	8174	7078	271.66	271.66
SANTA MARIA FAMCON	EQUIPMENT MAINTENANCE	MULTIPLE	8175	7032	182.56	4,865.10
	REDUNDANCY	S100142352.001		20-7080	4,682.54	
SM TIRE	AUTOMOTIVE	530176	8176	8032	401.65	401.65
SO CAL GAS CO	UTILITY	10/30/24-12/30/24	8177	7092	4,670.90	4,670.90
SSLOCSD	BENEFITS	NOVEMBER 2024	8178		165,658.96	165,658.96
T-MOBILE	COMMUNICATIONS	10/16/24-11/15/24	8179	7014	60.02	60.02
UMPQUA BANK	CREDIT CARD	NOVEMBER 2024	8180		7,405.62	7,405.62
USA BLUEBOOK	EQUIPMENT MAINTENANCE	MULTIPLE	8181	8030	267.14	267.14
VESTIS	UNIFORMS	11/25; 12/02	8182	7025	1,042.62	1,042.62
WEST COAST GAUGING	EQUIPMENT MAINTENANCE	3068	8183	8030	6,949.00	6,949.00
ADVANCE AUTO PARTS	EQUIPMENT MAINTENANCE	3021434414276	121324-8184	8030	112.16	112.16
ALL SAFE INDUSTRIES	EQUIPMENT MAINTENANCE	INV-12915	8185	8030	409.97	409.97
AMERICAN BUSINESS MACHINES	OFFICE SUPPLY'S	780445	8186	8045	85.83	85.83
AT&T MOBILITY	COMMUNICATIONS	11/03/24-12/02/24	8187	7013	80.48	80.48
BRENNTAG	PLANT CHEMICALS	MULTIPLE	8188	8050	38,894.33	38,894.33
CALIFORNIA ELECTRIC SUPPLY	EQUIPMENT MAINTENANCE	7826-1156474	8189	8030	1,882.24	1,882.24
COASTAL ROLLOFF	RUBBISH	NOVEMBER 2024	8190	7093	1,044.06	1,044.06
ENERGY RESOURCES CORP	EQUIPMENT MAINTENANCE	1754	8191	8030	6,031.58	6,031.58
ENGEL & GRAY	BIOSOLIDS HANDLING	NOVEMBER 2024	8192	7085	4,010.20	4,010.20
FGL ENVIROMENTAL	CHEMICAL ANALYSIS	483668A	8193	7078	1.349.00	1,349.00
GRAINGER	EQUIPMENT MAINTENANCE	9336888525	8194	8030	322.00	322.00
GSOLUTIONZ	COMMUNICATIONS	12/15/24-01/14/25	8195	7013	589.25	589.25
II SUPPLY	EQUIPMENT MAINTENANCE	MULTIPLE	8196	8030	234.96	234.96
JB DEWAR	FUEL	86240CL	8197	8020	110.70	110.70
JONES & MAYER	LEGAL COUNSEL	NOVEMBER 2024		7071	1,505.00	1,505.00
	EQUIPMENT MAINTENANCE	MULTIPLE	8198		•	1,505.00 371.48
MCMASTER CARR			8199	8030	371.48	
MICHAEL K NUNLEY	REDUNDANCY	1050001060	8200	20-7080	6,804.44	28,869.79
	COASTAL HAZARDS RESPONSE	105001062		7020	7,669.98	
	TRUNK SEWER CAPACITY	1050001050		26-8065	12,887.87	
	WATER EVAL	1050001061		26-8065	1,507.50	
OILFIELD ENVIRO COMPLIANCE	CHEMICAL ANALYSIS	MULTIPLE	8201	7078	1,174.00	1,174.00
PG&E	ELECTRICTY	11/06/24-12/06/24	8202	7091	35,153.54	35,153.54
RAMSEY ASPHALT	STRUCTURE MAINTENANCE	11020	8203	26-8065	14,695.00	14,695.00
RINCON CONSULTANTS	COASTAL HAZARDS RESPONSE	61886	8204	7032	1,070.00	4,369.00
	BIOLOGICAL MONITORING	61795		20-7080	3,299.00	
SHELI A SIMMERMAKER	AGENCY BILLING	REFUND	8205	4035	1,223.04	1,223.04
SO CO SANITARY	RUBBISH	DECEMBER 2024	8206	7093	371.42	371.42
SWRCB	PERMITS	WD-0279767	8207	7068	24,809.00	24,809.00
SWRCB	PERMITS	WD-0279925	8208	7068	3,945.00	3,945.00
USA BLUEBOOK	EQUIPMENT MAINTENANCE	INV00564517	8209	8030	180.31	180.31
VESTIS	UNIFORMS	12/09/24	8210	7025	512.56	512.56
VWR INTERNATIONAL	LAB SUPPLY'S	2024-327; 2024-318	8211	8040	770.37	770.37
SUBTOTAL					490,924.12	490,924.12
GRAND TOTAL	1				,	·

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WARRANT REGISTER 2/5/2024 CONTINUED FISCAL YEAR 2024/25

FISCAL YEAR 2024/25						
VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ADVANCED AUTO PARTS	EQUIPMENT MAINTENANCE	MULTIPLE	010625-8212	8030	23.06	23.06
AGP VIDEO	PROFESSIONAL SERVICE	NOVEMBER 2024	8213	7080	650.00	650.00
ALLIED ADMINISTRATORS	EMPLOYEE DENTAL	FEBRUARY 2025	8214	6025	1,058.41	1,058.41
AMIAD USA	EQUIPMENT MAINTENANCE	2024-330	8215	8030	250.20	250.20
ANNA GILMER	BOOT ALLOWANCE	FY 24/25	8216	7025	275.00	275.00
AQUATIC INFORMATICS	SCADA	110872	8217	20-7076	5,152.00	5,152.00
AUTOSYS, LLC		INV-0192	8218	20-7060	800.00	800.00
B&B STEEL & SUPPLY	EQUIPMENT MAINTENANCE	746627	8219	8030	288.50	288.50
CHARTER COMMUNICATIONS	COMMUNICATIONS	12/29/24-01/28/25	8220	7013	319.96	319.96
CITY OF ARROYO GRANDE	AGENCY BILLING	JANUARY TO MARCH OF 2024	8221	7075	5,461.50	5,461.50
CULLIGAN WATER	RENTAL EQUIPMENT	118354	8222	7073	301.36	301.36
EVERYWHERE RIGHT NOW	COMPUTER SUPPORT	JANUARY 2025	8223	7032	100.00	100.00
						1,927.80
FERGUSON ELECTRICAL	STRUCTURE MAINTENANCE	1250 MULTIPLE	8224	26-8065	1,927.80	
GRAINGER	EQUIPMENT MAINTENANCE		8225	8030	676.49	676.49
GSOLUTIONZ	COMMUNICATIONS	FEBRUARY 2025	8226	7013	101.15	101.15
HACH COMPANY	LAB SUPPLY'S	2024-331	8227	8040	876.58	876.58
IDEXX DISTRIBUTION, INC	LAB SUPPLY'S	2024-332	8228	8040	1,693.77	1,693.77
II SUPPLY	SAFETY SUPPLY'S	MULTIPLE	8229	8056	229.03	229.03
JB DEWAR	FUEL	375262	8230	8020	96.93	96.93
JR FILANC	REDUNDANCY	APPLICATION 43	8231	20-7080	495,984.05	495,984.05
JUSTIFACTS VERIFICATION	RECRUITMENT	396532	8232	7005	65.75	65.75
LAHR ELECTRIC MOTORS	EQUIPMENT MAINTENANCE	12167	8233	8030	1,161.25	1,161.25
LINDE GAS	EQUIPMENT RENAL	47054217	8234	7032	43.80	43.80
MARCEL ALAIN PHOTOGRAPHY	REDUNDANCY	0C353EEB-0016	8235	20-7080	275.00	275.00
MCMASTER CARR	EQUIPMENT MAINTENANCE	38136208	8236	8030	49.83	49.83
MINERS	EQUIPMENT MAINTENANCE	DECEMBER 2024	8237	8030	639.94	639.94
MNS ENGINEERS	REDUNDANCY	88420	8238	20-7080	48,629.56	48,629.56
NBS	AGENCY BILLING	202412-4165	8239	7074	1,667.00	1.667.00
PC MECHANICAL INC	EQUIPMENT MAINTENANCE	SLOC006024	8240	8030	1,882.41	1,882.41
POWER FLO INC	EQUIPMENT MAINTENANCE	64477-24	8241	8030	1,577.50	1,577.50
RAIN FOR RENT	STRUCTURE MAINTENANCE	2092062	8242	26-8065	409.89	409.89
READY REFRESH	ADMIN BUILDING	11/25/24-12/24/24	8243	8045	603.17	603.17
SECURITAS TECHNOLOGY CORP	ALARMS	JANUARY 2025		7013	84.09	84.09
SO CO SANITARY	RUBBISH		8244	7013		371.42
		JANUARY 2025	8245	7093	371.42	
SSLOCSD	BENEFITS	DECEMBER 2024	8246	=0.4.4	198,139.81	198,139.81
T-MOBILE	COMMUNICATIONS	11/16/24-12/15/24	8247	7014	60.02	60.02
TOTAL COMPENSATION	AUDIT	13984	8248	7072	787.50	787.50
UMPQUA BANK	CREDIT CARD	DECEMBER 2024	8249		7,298.23	7,298.23
USA BLUEBOOK	EQUIPMENT MAINTENANCE	MULTIPLE	8250	8030	280.65	280.65
VESTIS	UNIFORMS	12/16; 12/23; 12/30	8251	7025	1,520.06	1,573.69
	SAFETY SUPPLY'S	502004235		8056	53.63	
VWR INTERNATIONAL	LAB SUPPLY'S	2024-327; 328; 334	8252	8040	1,076.07	1,076.07
AMERICAN BUSINESS MACHINES	OFFICE SUPPLY'S	784679	011625-8253	8045	117.41	117.41
AT&T MOBILITY	COMMUNICATIONS	12/03/24-01/02/25	8254	7013	80.48	80.48
BRENNTAG	PLANT CHEMICALS	MULTIPLE	8255	8050	22,703.13	22,703.13
BURDINE PRINTING	OFFICE SUPPLY'S	MULTIPLE	8256	8045	129.19	129.19
CARRIE TROUP, CPA	FISCAL SERVICES	JAN. 2024 TO DEC. 2024	8257	7083	4,757.00	4,757.00
COASTAL JANITORIAL	STRUCTURE MAINTENANCE	JANUARY 2025	8258	8061	775.00	775.00
COASTAL ROLLOFF	RUBBISH	DECEMBER 2024	8259	7093	1,182.42	1,182.42
ELECTRICRAFT, INC.	ELECTRICIAN	21151	8260	7062	3,745.00	3,745.00
ENGEL & GRAY	BIOSOLIDS HANDLING	DECEMBER 2024	8261	7085	5,392.14	5,392.14
GRAINGER	EQUIPMENT MAINTENANCE	MULTIPLE	8262	8030	656.53	656.53
GSOLUTIONZ		01/15/25-02/14/25		7013		370.25
	COMMUNICATIONS		8263		370.25	
II SUPPLY	EQUIPMENT MAINTENANCE	103271; 103315	8264	8030	343.15	343.15
JONES & MAYER	LEGAL COUNSEL	DECEMBER 2024	8265	7071	236.50	236.50
MCMASTER CARR	EQUIPMENT MAINTENANCE	MULTIPLE	8266	8030	920.08	920.08
MICHAEL K NUNLEY	REDUNDANCY	1050001259	8267	20-7080	8,703.50	20,107.34
	COASTAL HAZARDS RESPONSE	1050001262		7020	4,392.44	
	TRUNK SEWER CAPACITY	1050001260		26-8065	1,525.00	
	WATER EVAL	1050001261		26-8015	5,486.40	
MOSS, LEVY & HARTZHEIM,LLP	AUDIT	2024 AUDIT	8268	7072	2,000.00	2,000.00
NVIRO	SCADA	4228	8269	20-7060	185.00	185.00
PG&E	ELECTRICITY	12/07/24-01/07/25	8270	7091	32,084.09	32,084.09
POLYDYNE, INC	PLANT CHEMICALS	1893100	8271	8050	8,425.44	8,425.44
RINCON CONSULTANTS	COASTAL HAZARDS RESPONSE	62614	8272	7020	6,149.26	6,973.26
	BIOLOGICAL MONITORING	62682		20-7080	824.00	,
SECURITAS TECHNOLOGY CORP	ALARMS	FEBRUARY 2025	8273	7011	84.09	84.09
THE BANK OF NEW YORK MELLON	ADMIN FEES	00252-25-0004808	8274	9000	1,500.00	1,500.00
VESTIS	UNIFORMS	00202 20-0004000	8276	7025	565.99	565.99
VWR INTERNATIONAL	LAB SUPPLY'S	2025-337	8277	8040	363.56	363.56
SUBTOTAL	D.D 3011 E1 0	2020-001	0211	0040	896,639.42	896,639.42
	 				030,033.42	030,033.42
GRAND TOTAL	<u></u>	CONTINUED ON NEXT BACE	ı			

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WARRANT REGISTER 2/5/2024 CONTINUED FISCAL YEAR 2024/25

VENDOR	BUDGET LINE ITEM	DETAIL	WARRANT NO.	ACCT	ACCT BRKDN	TOTAL
ADVANCED FLOW MEASUREMENT	EQUIPMENT MAINTENANCE	5485	012925-8278	8030	1,500.00	1,500.00
AUTOSYS, LLC	SCADA	MULTIPLE	8279	20-7076	2,680.00	2,680.00
BC PUMP SALES	EQUIPMENT MAINTENANCE	37670	8280	8030	3,522.02	3,522.02
ELECTRICRAFT, INC.	STRUCTURE MAINTENANCE	18676	8281	26-8065	25,008.62	25,008.62
ENDRESS HAUSER	EQUIPMENT MAINTENANCE	6002652661	8282	8030	563.14	563.14
II SUPPLY	EQUIPMENT MAINTENANCE	MULTIPLE	8283	8030	1,001.16	1,001.16
JB DEWAR	FUEL	377836	8284	8020	138.45	138.45
JESCO	EQUIPMENT MAINTENANCE	15032529	8285	8030	1,264.30	1,264.30
LINDE GAS	EQUIPMENT RENAL	12/20/24-01/20/25	8286	7032	44.63	44.63
MACK'S CANVAS	EQUIPMENT MAINTENANCE	1600 ALOHA	8287	8030	539.27	539.27
MCMASTER CARR	EQUIPMENT MAINTENANCE	MULTIPLE	8288	8030	161.15	161.15
QUINN CAT	EQUIPMENT MAINTENANCE	WO030060247	8289	8030	2,774.22	2,774.22
RAIN FOR RENT	EQUIPMENT MAINTENANCE	2101721	8290	8030	409.89	409.89
ROYAL INDUSTRIAL	TRUNK SEWER MAINTENANCE	7842-1018675	8291	7015	1,554.13	1,554.13
SAFETY KLEEN	CHEMICAL ANALYSIS	96222774	8292	7078	268.28	268.28
SANTA MARIA FAMCON PIPE	EQUIPMENT MAINTENANCE	S100146835.001	8293	8030	85.80	85.80
SM TIRE	AUTOMOTIVE MAINTENANCE	530805	8294	8032	1,365.77	1,365.77
THE BANK OF NEW YORK MELLON	INTEREST EXPENSE	FY 2025 PAYMENT	8295	9000	302,171.88	302,171.88
THE FLAG FACTORY	EQUIPMENT MAINTENANCE	34582	8296	8030	374.79	374.79
T-MOBILE	COMMUNICATIONS	12/16/24-01/15/25	8297	7014	120.26	120.26
USA BLUEBOOK	EQUIPMENT MAINTENANCE	INV00604724	8298	8030	142.43	142.43
VALLEY GLASS & MIRROR	STRUCTURE MAINTENANCE	99325	8299	8060	4,612.00	4,612.00
VESTIS	UNIFORMS	01/13; 01/20; 01/27	8300	7025	2,407.68	2,407.68
VWR INTERNATIONAL	LAB SUPPLY'S	MULTIPLE	8301	8040	156.78	156.78
SUBTOTAL					352,866.65	352,866.65
GRAND TOTAL					1,740,430.19	1,740,430.19

GRAND TOTAL					1,740,430.19	1,740,430.19
We hereby certify that the demands numb	pered serially from 120624-8151 to 0129	25-8301 together with the supporting evider	ce have been	examined, and	that they comply	with the
requirements of the SOUTH SAN LUIS OF	BISPO COUNTY SANITATION DISTRIC	CT. The demands are hereby approved by r	notion of the S	OUTH SAN LU	JIS OBISPO COUN	NTY SANITATION
DISTRICT, together with warrants authorize	zing and ordering the issuance of check	s numbered identically with the particular de	mands and wa	rrants.		
BOARD OF DIRECTORS:				DATE:		
Chairman					Secretary	



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

SUMMARY ACTION MINUTES Meeting of Wednesday, December 4, 2024

1. CALL TO ORDER AND ROLL CALL

Chair Linda Austin called the meeting to order and recognized a quorum.

Present: Linda Austin, Chair, Oceano Community Services District

Caren Ray Russom, Vice Chair, City of Arroyo Grande

Clint Weirick, Alternate, City of Grover Beach

District Staff: Jeremy Ghent, District Administrator

Mychal Jones, Plant Superintendent Wendy Stockton, District Legal Counsel Amy Simpson, District Bookkeeper/Secretary

- 2. PLEDGE OF ALLEGIANCE
- 3. AGENDA REVIEW

Action: Approved as presented.

4. PUBLIC COMMENTS ON ITEMS NOT APPEARING ON AGENDA

There was no public comment.

- 5. CONSENT AGENDA:
 - 5A. Approval of Warrants
 - 5B. Approval of Meeting Minutes of November 6, 2024
 - 5C. Second Amendment to The Employment Agreement with District Administrator Jeremy Ghent

There was no public comment.

Motion: Director Ray Russom motioned to approve the Consent Agenda as

presented.

Second: Director Weirick

Action: Approved unanimously by roll call vote.

6. ACTION ITEMS:

6A. CONTRACT FOR COASTAL HAZARD MONITORING WITH RINCON CONSULTANTS

Administrator Ghent presented this item.

There was no public comment.

<u>Motion:</u> Director Ray Russom motioned to authorize the District Administrator to execute a contract for Environmental Monitoring Services with Rincon Consultants in the amount of \$81,578 and authorize the District Administrator to execute future contract amendments if required with Rincon Consultants for the Coastal Hazards Monitoring Program in an amount up to \$4,079 (5%) to address unanticipated changes to the Monitoring Program, for a total potential cost of \$85,657.

Second: Director Weirick

Action: Approved unanimously by roll call vote

6B. AMENDMENT #2 FOR WWTP STARTUP AND OPERATIONS SUPPORT SERVICES WITH PERC WATER, INC.

Administrator Ghent presented this item.

There was no public comment.

<u>Motion:</u> Director Ray Russom motioned to authorize the District Administrator to execute a budget amendment for startup and operations support services for the Wastewater Treatment Plant related to the Wastewater Treatment Plant Redundancy Project with Perc Water, Inc., (Perc) in the amount of \$54,386.

Second: Director Weirick

Action: Approved unanimously by roll call vote

6C. DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

District Administrator Jeremy Ghent presented the Administrator Report. Superintendent Mychal Jones presented the Plant Operations report. During the reporting period of November 1st – November 30th there were no violations of the District's National Pollutant Discharge Elimination System (NPDES) Permit to report. All process values were within Permit limitations.

There was no Public Comment.

The Board had a brief discussion.

Action: The Board received and filed this report.

7. BOARD MEMBER COMMUNICATIONS

The Board wished everyone Happy Holidays.

8. ADJOURNMENT:

6:20 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

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

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: February 5, 2025

Via: Mychal Jones, Plant Superintendent

Subject: REQUEST APPROVAL TO PURCHASE AND REPLACE THREE NEW

CHEMICAL TANKS

RECOMMENDATION:

1. That the Board of Directors approve and authorize the District Administrator to purchase three new chemical tanks in the amount of \$108,866;

- 2. Authorize the District Administrator to approve a specific contingency for this project up to 10% (\$10,887) of the total project amount for a total potential amount of \$119.753:
- 3. and authorize Staff to dispose of the old tanks.

BACKGROUND AND DISCUSSION:

The District budgeted for the purchase and replacement of the existing chemical tanks. The existing chemical tanks have reached the end of their service life and are due for replacement. Staff is requesting approval and authorization to purchase and replace the existing chemical tanks and authorization to dispose of the old tanks accordingly.

Staff received quotes from two vendors. Quote 1 from Brenntag Pacific for \$108,866 and quote 2 from Pacific Petroleum for \$126,629. Both quotes meet the requirements and specifications of the District.

Fiscal Consideration:

Adequate budget was included in the Adopted Budget for Fiscal Year 2024/25, under Fund 26, Account No. 26-8065.

Attachment:

Quotes from Brenntag Pacific and Pacific Petroleum



TANK & EQUIPMENT PRICE QUOTE

	Date	01/30/25 Project #		PO#		Red	quired		
	Customer	SOUTH SA	AN LUIS OBISPO COUNT	Y SANI	DIST		Accou	ınt#	
	Address	1600 A	LOHA PLACE, OCEANO	CA 934	45	Cus	stomer to	be Billed	YES
	Customer Contact	MICH	IAEL @ 805-473-5970			Pho	ne#		
	Customer Contact					Phone#			
	Brenntag Rep		ROBBIE BISHOP			Pho	ne#		
		Qı	otation Valid Until						
	Item Specific		<u>Description</u>		<u>Quant</u>	<u>A</u>	<u>mount</u>	Exte	ended .
1	Tank 1	6000-BL	ACK TANK (BISULFITE)		1	\$13	3,034.10	\$	13,034.10
2	Containment	6900-OP	EN TOP CONTAINMENT		1	\$12	2,287.05	\$	12,287.05
1a	Tank 2					·		\$	-
2a	Containment							\$	-
1b	Tank 3							\$	-
2b	Containment							\$	-
3	Fill Line	2" PVC/VI	TON FILL LINE MALE CA	М	1	\$	431.25	\$	431.25
4	Discharge Assm	2" X 1" P	VC/VITON BTTM OUTLET	-	2	\$	990.15	\$	1,980.30
5	Level Gauge	1" LI	QUID LEVEL GAUGE		1	\$	232.45	\$	232.45
6	Pump							\$	-
3a	Fill Line							\$	-
4a	Discharge Assm								
5a	Level Gauge							\$	-
6a	Pump/s							\$	-
3b	Fill Line							\$	-
4b	Discharge Assm							\$	-
5b	Level Gauge							\$	-
6b	Pump/s							\$	-
7	Vent/s	6" PV	C U VENT W/SCREEN		1	\$	999.35	\$	999.35
8	Label/s							\$	-
9	Contain. Drains		NTAINMENT DRAIN ASSE		1	\$	168.43	\$	168.43
10	"See" Parts List	PIPE SUPF	PORTS & CEMENT/PRIME	R	1	\$	230.61	\$	230.61
11	Scrubber							\$	-
12	Seismic Kit	SEISMI	C RESTRAINT SYSTEM		1	\$	604.72	\$	604.72
13	Additional							\$	-
14	Tank Heater							\$	-

Equipment Delivery & Installation = _ to _ weeks after receipt of order

Equipment Subject to State & Local Taxes unless a Tax Exempt Form is on File



		Equip Sub Total		\$ 29,968.26	
		Sales Tax	8.75%	\$ 2,622.22	
		Freight Quote	Estimate	\$ 7,600.00	FOB Lincoln, NB
15		Assembly Cost			
16	32 HOURS (2XTECHS)	Installation Cost		\$ 2,720.00	
17	PUMPOUT-TRNSF	Pump-Out Cost		\$ 275.00	
18	BOOM/LIFT	Equipment Rental		\$ 1,500.00	
19		Contractor/Outside Service	es		
20	ACCMDATION/MEALS	Per Diem		\$ 1,140.00	
21		Mileage			
		Total		\$ 45,825.48	
	\$ 458.25	Contingency		1	
		Grand Total		\$ 46,283.74	

Disclaimer:		
Discialiller.		
	*Customer to supply the local crane/rigger services.	
	**Brenntag not responsible for disposing of rinse out material from the	
	cleaning process.	
	01	
	***Quote subject to change.	
	Quote subject to change.	



TANK & EQUIPMENT PRICE QUOTE

	Date	01/30/25 Project #				Requ	iired
	Customer [SOUTH S	AN LUIS OBISPO COUNTY SAI	NI DIST	Account#		
	Address	1600 A	LOHA PLACE, OCEANO CA 93	3445	Customer to	o be Billed	YES
	Customer Contact	MICH	HAEL @ 805-473-5970		Phone#		
	Customer Contact				Phone#		
	Brenntag Rep		ROBBIE BISHOP		Phone#		
		Qı	uotation Valid Until				
	Item Specific		<u>Description</u>	<u>Quant</u>	<u>Amount</u>	Exte	<u>nded</u>
1	Tank 1	2500-0	OPAQUE TANK (HYPO)	1	\$2,701.35	\$	2,701.35
2	Containment		EN TOP CONTAINMENT	1	\$2,058.50	\$	2,058.50
1a	Tank 2				, ,	\$	-
2a	Containment					\$	-
1b	Tank 3					\$	-
2b	Containment					\$	-
3	Fill Line	2" PVC/VI	TON FILL LINE MALE CAM	1	\$ 431.25	\$	431.25
4	Discharge Assm	2" PVC	VITON BTTM OUTLET	1	\$1,300.00	\$	1,300.00
5	Level Gauge		QUID LEVEL GAUGE	1	\$ 232.45	\$	232.45
6	Pump					\$	-
3a	Fill Line					\$	-
4a	Discharge Assm					\$	-
5a	_					\$	-
6a	Pump/s					\$	-
3b	Fill Line					\$	-
4b	Discharge Assm					\$	-
5b	Level Gauge					\$	-
6b	Pump/s					\$	-
7	Vent/s	6" PV	C U VENT W/SCREEN	1	\$ 999.35	\$	999.35
8	Label/s					\$	-
9	Contain. Drains	1" PVC CO	NTAINMENT DRAIN ASSEM.	1	\$ 168.43	\$	168.43
10	Misc. Parts	PIPE SUP	PORTS & CEMENT/PRIMER	1	\$ 230.61	\$	230.61
11	Scrubber					\$	-
12	Seismic Kit	SEISM	IC RESTRAINT SYSTEM	1	\$ 604.72	\$	604.72
13	Additional					\$	-
14	Tank Heater					\$	-

Equipment Delivery & Installation = _ to _ weeks after receipt of order

Equipment Subject to State & Local Taxes unless a Tax Exempt Form is on File



		Equip Sub Total	\$ 8,726.66
		Sales Tax 8.75	<mark>%</mark> \$ 763.58
		Freight Quote Estimat	te \$ 1,100.00 FOB Chowchilla CA
15		Assembly Cost	
16	32 HOURS (2XTECHS)	Installation Cost	\$ 2,720.00
17	PUMPOUT-TRNSF	Pump-Out Cost	\$ 275.00
18	BOOM/LIFT	Equipment Rental	\$ 1,500.00
19		Contractor/Outside Services	
20	ACCOMDATION/MEALS	Per Diem	\$ 1,140.00
21		Mileage	
		Total	\$ 16,225.24
	\$ 162.25	Contingency	1
		Grand Total	\$ 16,387.49

Disclaimer:



TANK & EQUIPMENT PRICE QUOTE

	Date	01/30/25 Project #			PO#	[Req	uired	
	Customer	SOUTH SA	N LUIS OBISPO COUNTY	SANI E	DIST	Account#			
	Address	1600 AI	OHA PLACE, OCEANO CA	9344	5	Custome	r to	be Billed	YES
	Customer Contact	МІСН	AEL @ 805-473-5970			Phone#	[
	Customer Contact					Phone#			
	Brenntag Rep	F	ROBBIE BISHOP			Phone#	[
		Qu	otation Valid Until						
	Item Specific		<u>Description</u>		Quant	Amoun	<u>t</u>	Exte	ended
1	Tank 1	6000-C	PAQUE TANK (HYPO)		1	\$13,633.	25	\$	13,633.25
2	Containment		EN TOP CONTAINMENT		1	\$12,287.		\$	12,287.05
1a	Tank 2							\$	-
2a	Containment							\$	-
1b	Tank 3							\$	-
2b	Containment							\$	-
3	Fill Line	2" PVC/VIT	ON FILL LINE MALE CAM		1	\$ 431.	25	\$	431.25
4	Discharge Assm	2" X 1" P\	C/VITON BTTM OUTLET		1	\$ 1,300.	00	\$	1,300.00
5	Level Gauge	1" LI	QUID LEVEL GAUGE		1	\$ 232.	45	\$	232.45
6	Pump							\$	-
3a	Fill Line							\$	-
4a	Discharge Assm								
5a	Level Gauge							\$	-
6a	Pump/s							\$	-
3b	Fill Line							\$	-
4b	Discharge Assm							\$	-
5b	Level Gauge							\$	-
6b	Pump/s							\$	-
7	Vent/s	6" PV	C U VENT W/SCREEN		1	\$ 999.	35	\$	999.35
8	Label/s							\$	-
9	Contain. Drains		ITAINMENT DRAIN ASSEM		1	\$ 168. ₄	43	\$	168.43
10	"See" Parts List	PIPE SUPP	ORTS & CEMENT/PRIMER		1	\$ 230.	61	\$	230.61
11	Scrubber							\$	-
12	Seismic Kit	SEISMI	C RESTRAINT SYSTEM		1	\$ 604.	72	\$	604.72
13	Additional							\$	-
14	Tank Heater							\$	-

Equipment Delivery & Installation = _ to _ weeks after receipt of order

Equipment Subject to State & Local Taxes unless a Tax Exempt Form is on File



		Equip Sub Total		\$ 29,887.11	
		Sales Tax	8.75%	\$ 2,615.12	
		Freight Quote	Estimate	\$ 7,600.00	FOB Lincoln NB/Chowchilla
15		Assembly Cost			
16	32 HOURS (2XTECHS)	Installation Cost		\$ 2,720.00	
17	PUMPOUT-TRNSF	Pump-Out Cost		\$ 275.00	
18	BOOM/LIFT	Equipment Rental		\$ 1,500.00	
19		Contractor/Outside Service	s		
20	ACCOMDATION/MEALS	Per Diem		\$ 1,140.00	
21		Mileage			
		Total		\$ 45,737.23	
	\$ 457.37	Contingency		1	
		Grand Total		\$ 46,194.60	

Disclaimer:		
	*Customer to supply the local crane/rigger services.	
	**Brenntag not responsible for disposing of rinse out material from the	
	cleaning process.	
	***Quote subject to change.	
-		
-		



South San Luis Obispo County Sanitation District Michael Arias arias@sslocsd.us

Quote

Date 7/30/2024 *

Quote # 2024-2642

*expires after 30 days

Project

Location Oceano

PO/AFE

Description	Qty	Rate	Total
Job: Triple Rinse and Disposal of Chemical Tanks			
Location: 1600 Aloha Place, Oceano, CA 93445			
* * Chemical Transfer and System Dismantle * *			
Mechanic Truck	100	60.00	6,000.00
Travel Time - Mechanic	10	100.00	1,000.00
PW - Mechanic	70	128.47	8,992.90
PW - Mechanic - Overtime	10	168.78	1,687.80
Travel Time - Mechanic - Overtime	10	150.00	1,500.00
Travel Time - Mechanic Assistant	10	50.00	500.00
PW - Mechanic Assistant	70	124.25	8,697.50
PW - Mechanic Assistant - Overtime	10	75.00	750.00
Travel Time - Mechanic Assistant - Overtime	10	75.00	750.00
Stake Bed	30	55.00	1,650.00
Energy Surcharge	1	214.50	214.50
Poly Tank Trailer	3	105.00	315.00
Travel Time - Labor / Roustabout I	3	45.00	135.00
PW - General Labor	7	123.31	863.17
PW - General Labor - Overtime	21	161.04	3,381.84
Travel Time -Labor / Roustabout I - Overtime	3	67.50	202.50
x2 2" Chemical Pumps	28	100.00	2,800.00
x2 Poly Tank - 6,500 gal (Chemical Tank, double wall)	28	75.00	2,100.00
Micellaneous Supplies TBD			0.00T
* * Triple Rinsing * *		Į J	

Signature

Total



South San Luis Obispo County Sanitation District Michael Arias arias@sslocsd.us

Quote

7/30/2024 * Date

Quote # 2024-2642

*expires after 30 days

Project

Location Oceano

PO/AFE

Description	Qty	Rate	Total
Bare Equipment - 30 Ton Crane	10	110.00	1,100.00
Energy Surcharge		148.50	148.50
Travel Time - Operator Level IV (master)	1	80.00	80.00
PW - Operator Level IV (master)	7	165.22	1,156.54
PW - Operator Level IV (master) - Overtime	1	219.64	219.64
Travel Time - Operator Level IV (master) - Overtime	1	120.00	120.00
Travel Time - Rigger	1	50.00	50.00
PW - Rigger	7	163.12	1,141.84
PW - Rigger - Overtime	1	216.49	216.49
Travel Time - Rigger - Overtime	1	75.00	75.00
Stake Bed	8	55.00	440.00
Energy Surcharge		59.40	59.40
x2 Travel Time - Labor / Roustabout I	2	45.00	90.00
x2 PW - General Labor	12	123.31	1,479.72
x2 Travel Time - Labor / Roustabout I	2	45.00	90.00
High Pressure Washer or Steamer	8	125.00	1,000.00
Acid/Chemical Yellow Tyvek Suit	2	39.00	78.00T
PVC Gloves (Pair)	2	3.25	6.50T
Face Shield	2	20.00	40.00
* * Tank Removal * * (2 Days at 12 Hours Per Day)			
Stake Bed	24	55.00	1,320.00
Energy Surcharge		178.20	178.20
Travel Time - Labor / Roustabout I	2	45.00	90.00
PW - General Labor	14	123.31	1,726.34

Signature

Total

Phone # (805) 925-1947 Operations@PPCinc.biz Fax # (805) 925-0884 E-mail



South San Luis Obispo County Sanitation District Michael Arias arias@sslocsd.us

Quote

7/30/2024 * Date

Quote # 2024-2642

*expires after 30 days

Project

Location Oceano

PO/AFE

Description	Qty	Rate	Total
PW - General Labor - Overtime	6	161.04	966.24
Travel Time - Labor / Roustabout I - Overtime	2	67.50	135.00
Poly Tank Trailer	2	105.00	210.00
Transportation Permits		95.00	95.00
Destruction of 3 Tanks and 3 Containments	6	245.00	1,470.00
Disposal Charge per Ton		95.00	95.00
* * Tank and Containment Installation * *			
Bare Equipment - 30 Ton Crane	10	110.00	1,100.00
Energy Surcharge		148.50	148.50
Travel Time - Operator Level IV (master)	1	80.00	80.00
PW - Operator Level IV (master)	7	165.22	1,156.54
PW - Operator Level IV (master) - Overtime	1	219.64	219.64
Travel Time - Operator Level IV (master) - Overtime	1	120.00	120.00
Travel Time - Rigger	1	50.00	50.00
PW - Rigger	7	163.12	1,141.84
PW - Rigger - Overtime	1	216.49	216.49
Travel Time - Rigger - Overtime	1	75.00	75.00
Mechanic Truck	20	60.00	1,200.00
Travel Time - Mechanic	2	100.00	200.00
PW - Mechanic	14	128.47	1,798.58
PW - Mechanic - Overtime	2	168.78	337.56
Travel Time - Mechanic - Overtime	2	150.00	300.00
Travel Time - Mechanic Assistant	2	50.00	100.00
PW - Mechanic Assistant	14	124.25	1,739.50

Signature

Total

Phone # (805) 925-1947 Operations@PPCinc.biz Fax # (805) 925-0884 E-mail



South San Luis Obispo County Sanitation District Michael Arias arias@sslocsd.us

Quote

7/30/2024 * Date

Quote # 2024-2642

*expires after 30 days

Project

Location Oceano

PO/AFE

Description	Qty	Rate	Total
PW - Mechanic Assistant - Overtime	2	75.00	150.00
Travel Time - Mechanic Assistant - Overtime	2	75.00	150.00
Pickup	10	45.00	450.00
Travel Time - Supervisor	1	100.00	100.00
PW - Supervisor	7	133.97	937.79
PW - Supervisor - Overtime	1	177.04	177.04
Travel Time - Supervisor - Overtime	1	150.00	150.00
2750 gal Sodium Hypochlorite Tank with Liner		5,800.00	5,800.00T
Containment for 2750 gal Sodium Hypochlorite Tank		3,450.00	3,450.00T
6100 gal Vertical Sodium Hypochlorite Tank		10,250.00	10,250.00T
Containment for 6100 gal VerticalSodium Hypochlorite Tank		4,795.00	4,795.00T
6100 gal Vertical Sodium Bisulfite Tank		8,375.00	8,375.00T
Containment for 6100 gal Vertical Sodium Bisulfite Tank		4,795.00	4,795.00T
15% Surcharge		5,619.75	5,619.75
New Plumbing and site glasses **Price Subject to Change due to Market Fluctuation**		8,004.70	8,004.70T
* * Rental Tank Washout and Pick Up * *			
Stake Bed	24	55.00	1,320.00
Energy Surcharge		178.20	178.20
Travel Time - Labor / Roustabout I	2	45.00	90.00
PW - General Labor	14	123.31	1,726.34
PW - General Labor - Overtime		161.04	966.24
Travel Time - Labor / Roustabout I - Overtime	2	67.50	135.00
Poly Tank Trailer	2	105.00	210.00

Signature

Total

Phone # (805) 925-1947 Operations@PPCinc.biz Fax # (805) 925-0884 E-mail



Quote

Date 7/30/2024 *

Quote # 2024-2642

*expires after 30 days

Customer

South San Luis Obispo County Sanitation District Michael Arias arias@sslocsd.us

Project

Location Oceano

PO/AFE

Description	Qty	Rate	Total
Transportation Permits		95.00	95.00
This quote is for the project described above. It does not include, after hour charges if incurred, unforeseen price increases for transportation due to traffic, site conditions and waiting time at project sites or disposal facilities. This disposal cost will vary and may include energy surcharges, environmental charges, taxes and washouts. Should any problems arise with the project, additional labor hours, overtime, double time and materials may be required. All Pacific Petroleum's equipment will be returned in the condition that it was delivered to customer. *** Should you have any questions or require any additional information please do not hesitate to contact Clarence Reynolds at 805-868-9081 cellular. We greatly appreciate the opportunity to work with you on this project***		0.00	0.00
County of San Luis Obispo Sales Tax (7.25%)		7.25%	3,302.68

Signature _____

Total \$126,629.01

Phone # (805) 925-1947 E-mail Operations@PPCinc.biz Fax # (805) 925-0884



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: February 5, 2025

Subject: ANNOUNCEMENT OF ROTATION OF CHAIR AND VICE CHAIR FOR

THE 2025 CALENDAR YEAR

RECOMMENDATION:

The Board consider, confirm, and announce the rotation of Chair and Vice Chair for the 2025 Calendar Year in accordance with District Bylaws

BACKGROUND AND DISCUSSION:

Per the District's Bylaws, Election of Chair and Vice Chair is established in the District Bylaws as an annual rotation.

Section 1 of the District Bylaws state:

1.4 The Chair and Vice Chair of the Board shall be elected annually at the first meeting in January of each calendar year, or at the next regular or special meeting if Directors have not been timely designated by their respective agencies.

The election of Chair shall be made in accordance with the following rotation:

- 1. The Oceano Community Services District
- 2. The City of Grover Beach
- 3. The City of Arroyo Grande

The election of the Vice Chair shall be the person elected to serve as the Chair the preceding year.

OUTCOME:

The table below illustrates the prior officers and the rotated officers.

TITLE	PRESENT OFFICERS (2024)	ROTATED OFFICERS (2025)
Chair	Oceano	Grover Beach
Vice Chair	Arroyo Grande	Oceano
Director	Grover Beach	Arroyo Grande

The table below names the 2025-year District Officers and Alternates.

Community	2025 Primary Director	2025 Alternate Director
Grover Beach	Kassi Dee (Chair)	Clint Weirick
Oceano	Linda Austin (Vice Chair)	Shirly Gibson
Arroyo Grande	Caren Ray Russom (Director)	Jim Guthrie

Section 1.5 of the District bylaws state that:

1.5 The term of office for the Chair and Vice Chair of the Board shall commence on February 1 of the year immediately following their election.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: February 5, 2025

Subject: WWTP REDUNDANCY PROJECT UPDATE

RECOMMENDATION:

Receive and file the Wastewater Treatment Plant Redundancy Project update.

BACKGROUND:

The District has been working to develop the Wastewater Treatment Plant (WWTP) Redundancy Project, the largest capital improvements project the District has undertaken since the 1986 WWTP Improvements. The project is intended to allow major process units to be removed from service for maintenance or repairs without risking violation of effluent permit limits. The project includes the following main components:

- Two activated sludge (AS) aeration basins
- One new secondary clarifier
- Fixed film reactor (FFR) effluent and primary effluent pump station
- Waste activated sludge (WAS) thickener with modifications to existing dewatering platform
- Blower, electrical, and motor control center (MCC) building
- Yard piping
- Site improvements
- Instrumentation and controls
- Electrical systems
- Floodproofing of critical plant systems
- Rehabilitation of existing secondary clarifier
- New generator to provide backup power for new facilities

The project construction documents were circulated for bid in September and bids were received in November 2020. After review and evaluation, the contract was awarded to J.R. Filanc Construction Company, Inc., (Filanc) in December 2020 and Notice to Proceed was issued January 25, 2021. MNS Engineers, Inc., (MNS) is serving as the Construction Manager, Kennedy/Jenks Consultants, Inc., (Kennedy Jenks) is the Design Engineer, and MKN & Associates, Inc., (MKN) is supporting as the District's Project Manager.

DISCUSSION:

The project was awarded with a 900-day (approximately 30 months) contract term and was originally expected to be complete in the summer of 2023. The schedule was impacted by delays in receipt of equipment critical to the startup and operation of the aeration basins. In July 2023, damage to the secondary clarifier 2 (SC2) floor slab was discovered. The Project Team determined the primary contributor to the structural failures is the design of the floor slab. Kennedy Jenks developed a design for rehabilitation of SC2, which has been underway since March 2024, when demolition of the failed slab began, and is now nearing completion.

At the June 5, 2024 Meeting, the Board approved a Resolution increasing the budget for the WWTP Redundancy Project. The revised budget allows for the SC2 rehabilitation work needed to complete the Redundancy Project. These costs are being tracked separately from the overall project and the costs due to design errors or omissions will be included in the claim being submitted to the Design Engineer. There is still no indication that the District will be responsible for the additional cost required to repair SC2 or the costs of delays to the Redundancy Project. The WWTP Redundancy Project budget is summarized in the table below.

Table 1. WWTP Redundancy Project Budget

	WWTP	SC2 Damage	
	Redundancy	&	Total Project
	(Main)	Rehabilitation	Budget
Construction Costs	\$ 27,655,320	\$ 7,384,000	\$ 35,039,320
Construction Contingency	\$ 67,554	\$ 680,825	\$ 748,380
Subtotal Construction Cost +			
Contingency	\$ 27,722,875	\$ 8,064,826	\$ 35,787,700
Professional Services Costs	\$ 7,664,534	\$ 824,897	\$ 8,489,430
Professional Services Contingency	\$ 98,396	\$ 82,490	\$ 180,886
Subtotal Prof Services Cost +			
Contingency	\$ 7,762,930	\$ 907,387	\$ 8,670,316
Total	\$ 35,485,804	\$ 8,972,212	\$ 44,460,000

Notes:

- 1. Contingencies for the SC2 budget are included at 15% of the estimated cost of remaining construction work and 10% of estimated professional services costs.
- 2. Contingencies for the WWTP Redundancy (Main) budget are included at approximately 10% of the remaining work.
- 3. WWTP Redundancy (Main) is the work required for the Project, not including work or services required for the SC2 damage and rehabilitation.
- 4. Total Project Budget is rounded up to nearest \$10,000.

This Project update covers June through December 2024, except as noted. The schedule was impacted by delays in receipt of equipment critical to the startup and operation of the aeration basins and is further delayed by the damage and rehabilitation of SC2. The schedule is based on the Contractor's December 1, 2024 schedule update, and contract days have been revised through a change order based on the SC2 work.

Table 2. Schedule Summary:

Notice to Proceed:	January 25, 2021	Contract Time Elapsed:	1436
Original Contract Duration:	900	Contract Time Remaining:	-166
Current Contract Duration:	1270	Change Order Days:	370
Current Contract Completion Date:	July 18, 2024	Weather Days:	5
Schedule Completion Date:	March 31, 2025		
Percent Complete by Time:	94%		

Notes:

- 1. Durations are in calendar days.
- 2. Schedule summary as of December 1, 2024 construction schedule.

Budget Summary:

The budget summaries were drafted on January 17, 2025 and were based on the invoices received and costs incurred through November 2024, and approved change orders. Note construction costs reflect earnings through September based on pay applications received and approved to date.

Table 3. Construction Contract:

Contract Award:	\$26,939,042.00	Contract Earnings to Date:	\$32,076,629.04
Contract Changes:	\$7,309,119.60		
Current Contract:	\$34,248,161.60		
Change Order Percent:	27.1%	Percent Complete by Cost:	94%

Change Order #27 was issued in June to include the cost of concrete crack repair, the SC2 micropile survey location, and dewatering for the months of April and May. These items were covered under work change directive (WCD) 38, WCD 37, and WCD 40, respectively.

Changer Order #28 was issued in July and fully executed in August to cover the majority of the costs of the SC2 repair and to extend the contract period to accommodate the work (WCDs 35, 36, and 39). Also covered were dewatering costs (WCD 40) for the month of June and General Conditions (WCD 41) from June 1, 2024, through July 19, 2024.

Change Order #29 was issued in September to cover the cost of dewatering (WCD 40) from July through December 15, 2024; the General Conditions (WCD 41) from July 20, 2024, through December 15, 2024; and the contractor's builder's risk insurance extension for the larger contract value and extended construction schedule.

Change Order #30 was issued in November. It covered the cost of dewatering maintenance (WCD 46) through July 2024, the utilities true-up through October 2023, and an evening of late work.

Change Order #31 was issued in December to cover the cost of Clearstream's July 2023 visit to inspect the SC2 mechanism after the SC2 slab cracked.

Change Order #32 was issued in December to cover on-going dewatering maintenance, costs for grout overages on the micropiles, and construction joint/stud rail conflict resolution.

Overall Project Budget:

A summary of the overall project budget, including construction and professional services costs, is provided in Table 4. The budgets for construction and professional services costs in Table 4 reflect authorized contract budgets. Anticipated costs included in the Table 1 budgets that are not yet contracted or confirmed are combined with contingencies in Table 4. A more detailed budget summary is attached.

Table 4. Overall Project Budget Status

Description	Budget	Spent to Date	Balance to Finish
Construction (Bid Price)	\$26,939,042	-	-
Change Orders (#1 – 32)	\$7,309,119.60	-	-
Subtotal Current Construction Contract (Bid Price + Change Orders)	\$34,248,161.60	\$29,051,604.76	\$5,196,556.84
Construction Contingency	\$1,357,385	-	\$1,357,385.00
Other Construction Costs (1)	\$182,154	\$182,153.78	\$0
Subtotal (Construction + Construction Contingency + Other Construction Costs)	\$35,787,700	\$29,223,758.54	\$6,553,941.46
Professional Services Costs	\$8,554,226	\$7,755,856	\$843,285
Professional Services Contingency	\$118,074	-	\$118,074
Total (2)	\$44,460,000	\$36,989,614	\$7,515,300
Estimated Claim for SC2-Related Costs (4)	\$8,972,212		
Retention for Liquidated Damages (3)	\$525,000		
Total Estimated District Cost (5)	\$34,962,789		

Notes:

(1) Other Construction Costs include PG&E Service costs, OCSD water fees, and project-related electrical and SCADA work required for existing processes.

Description Budget Spent to Date Balance to Finish

- (2) Project Budget was updated based on the revised budget approved at the June 5, 2024 Board Meeting.
- (3) Retention in the amount of \$525,000 was held due to liquidated damages at \$3,500 per day for July 18, 2023 through December 15, 2023.
- (4) Estimated claim for SC2-related costs is based on the estimated project budget included in Table 1 and includes contingency. Actual claim and reimbursement will not include contingency unless it is spent on SC2-related costs. Actual claim and reimbursement amount may vary due to pending negotiations.
- (5) Total estimated District cost is the total estimated project budget minus the estimated claim for SC2-related costs and the retention for liquidated damages and includes contingencies.

The District and MKN are tracking costs and time impacts associated with the damage to SC2 separately.

Summary of Work:

June 2024

- Keller pull-tested the test piles installed per the original design. The micropiles passed; however, Keller submitted a revised design for review and consideration to avoid the amount of grout required per the original design. According to Keller, because the original design penetrated a gravel layer, the gravel layer took an excessive amount of grout while completing the installation. KJ and Yeh & Associates reviewed the revised design and did not take exceptions. Keller installed new test piles per the revised design and performed pull testing. The new design piles passed testing and Keller moved into production
- Filanc provided assistance to Keller via operation of the crane and spoils removal
- Filanc continued to demobilize unnecessary equipment from site

July 2024

- Keller continued installation of the micropiles
- Filanc assisted Keller, doing cleanup, crane operation, and maintenance on dewatering equipment
- Keller's rig went down on July 25, 2024. Parts were ordered, but progress was halted until the rig could be repaired

August 2024

- Filanc removed drilling spoils from the SC2
- Filanc performed maintenance on equipment
- Keller was able to repair the drill rig on August 9, 2024, and completed micropile installation by the end of the month

September 2024

- Filanc assisted Keller in demobilizing the drill rig
- Filanc mobilized demolition equipment to remove the remaining original concrete slab
- After slab removal, Filanc removed excess material to obtain the design depth indicated in the SC2 slab re-design. It was determined that Keller had installed the micropiles to the incorrect elevation, requiring the micropiles to be adjusted. This was completed and the plates installed on the micropiles, completing the micropile scope of work
- Filanc prepared the subbase for the new slab and installed waterstop along the exterior perimeter of the SC2

October 2024

- Filanc performed fine grading around the exterior of the SC2 slab, straightened out rebar bent to facilitate micropile installation, and installed dowels around the perimeters of the new SC2 slab, studrails, construction joint formwork, and waterstop
- PSG was on-site to install the rebar mat for the new SC2 slab
- Jeffco was on-site performing SC2 mechanism coating repairs
- On October 21, the sump pump inside the SC2 failed, as well as a check valve, causing
 the dewatering water to flow into the SC2. Filanc was able to drain the water out of the
 SC2 by the next day, but a day was lost due to equipment failure

November 2024

- Filanc installed all four quadrants of the new SC2 concrete slab and began reinstallation of the SC2 mechansim
- Coatings touchup work continued

December 2024

- Filanc completed installation of the SC2 mechanism and Taft Electric rewired the mechanism and SC2 lights. Clearstream, the mechanism manufacturer, conducted a site visit to inspect the mechanism and cleared it for operation.
- Taft Electric worked on the VFD parameters for the new equipment
- Groundwater dewatering halted on December 12, and several cracks were visible within the SC2 slab. The active leaks require crack injection, which is being performed per the project specifications

Anticipated Upcoming Work:

Anticipated upcoming work includes the following activities:

- Filanc will complete crack repair at SC2
- Filanc intends to set the grout, fill SC2 and start up the clarifier equipment

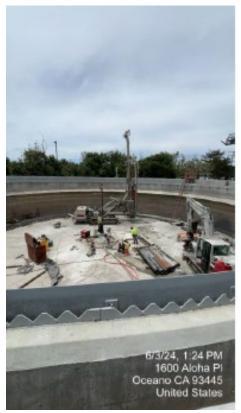
- Upon completion of SC2 startup, commissioning of the Redundancy Project equipment will commence. Commissioning is a minimum 45-day process.
- Filanc will perform punch-list items during commissioning

Fiscal Consideration:

The WWTP Redundancy Project budget and financing plan were updated after bids were received in November 2020. The "Main" Project (WWTP Redundancy Project not including costs related to the SC2 damage and rehabilitation) is being financed through Certificates of Participation and a loan from USDA Rural Development. The WWTP Redundancy Project budget was updated at the June 5, 2024, Board Meeting as shown in Table 1 to account for SC2-related costs. Project costs are consistent with the budget at this time. SC2-related costs due to design errors or omissions will be included in the claim submitted to the Design Engineer.

Attachments:

- 1. Construction Photos June December 2024
- 2. MNS Monthly Report Executive Summaries June 2024, July 2024, August 2024, September 2024, October 2024, November 2024, December 2024
- 3. WWTP Redundancy Project Budget Status January 17, 2024



6.3.24 Concrete Coring



6.11.24 New Test Piles



6.17.24 Dowel Installation



6.20.24 Micropile Drilling



6.25.24 Micropile Installation



7.8.24 Micropile Installation Continued



7.9.24 Grout Quality Control



7.9.24 Micropile Tie-Rod Installation



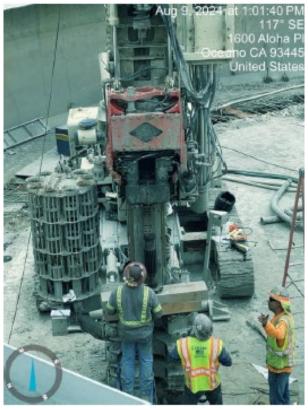
7.23.24 Micropile Installation Continued



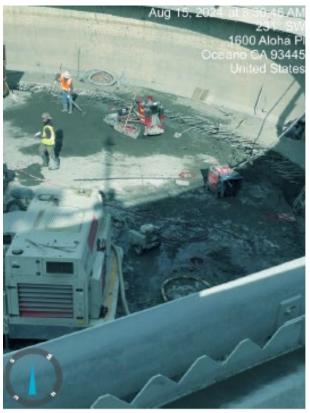
7.26.24 Cleanup On-Going



8.6.24 Blower Maintenance



8.9.24 Reassembling Drill Rig



8.15.24 Removing Drilling Spoils On-Going



8.20.24 Servicing WAS Pumps



8.28.24 Grouting a Micropile



9.4.24 Demolition of the SC2 Slab Begins



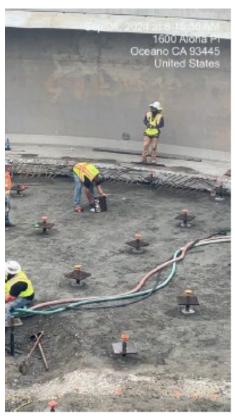
9.11.24 Micropile Adjustments Needed



9.16.24 Micropile Grout



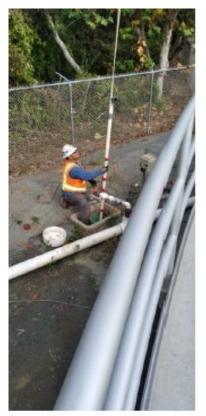
9.19.24 SC2 Subbase Preparation



9.24.24 Micropile Plate Installation



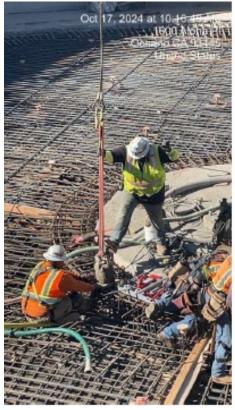
10.1.24 Concrete Coring to Obtain Depth



10.7.24 Dewatering Well Maintenance



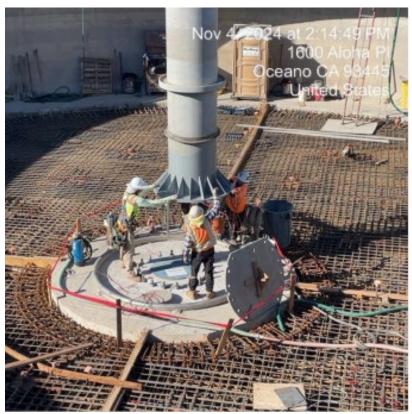
10.11.24 Install of Z Bars at Center Thickened Slab



10.17.24 Clearances for Sump Pump Removal



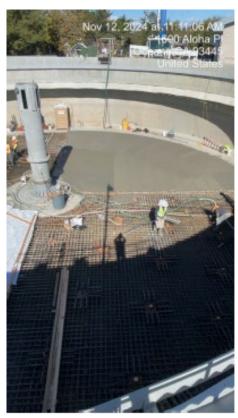
10.23.24 PSG Rebar



11.4.24 SC2 Center Column Placement



11.8.24 Concrete Placement Quadrant #1



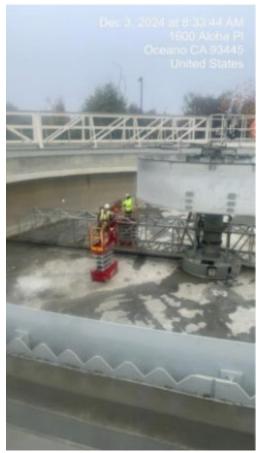
11.12.24 Concrete Placement Quadrant #2 Complete



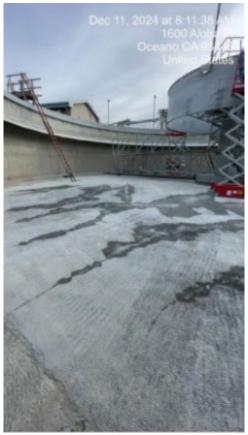
11.14.24 SC2 Mechanism Re-Assembly



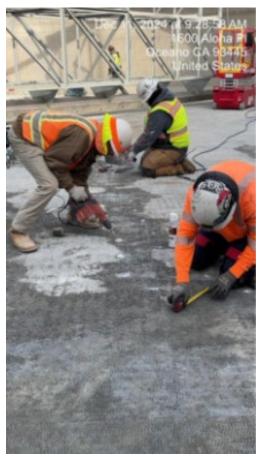
11.22.24 Concrete Placement Quadrant #3 Curing Blankets



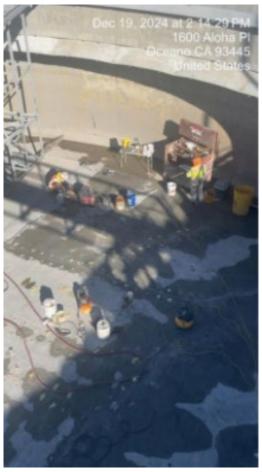
12.03.24 SC2 Skimmer Install



12.11.24 SC2 Concrete Slab Cracks



12.11.24 SC2 Concrete Crack Injection



12.19.24 SC2 Concrete Crack Injection



Project-at-a-Glance

Award Price: \$26,939,042.00 Change Orders: \$4,904,750.46

Current Price: \$31,275,380.07 Change Order Percent: 18.2% Notice to Proceed: 25 January 2021 Change Orders Time: 4 day

Contract Time: 900 calendar days Paid To Date*: \$26,738,470.52

Current Contract Time: 904 calendar days Paid This Period: \$447,473.45

Contract Completion: 18 July 2023 Retention To Date: \$1,407,287.92***

Schedule Completion: 2 January 2025 Percent Complete: 88.4% Liquidated Damages**: \$1,869,000 % of Time Lapsed: 138%

(1,252 calendar days)

<u>June:</u> Keller drilled and installed two test piles per the revised design. Test piles passed pull tests and Keller moved into production. Filanc provided assistance to Keller and spoils removal. Filanc also continued to demobilize from site. **July:** Keller will continue micropile installation.

<u>Meetings this Month:</u> Bi-Weekly Construction Meetings, Internal Coordination Meetings, Weekly Negotiation Meetings, Micropile Meeting.

Critical Issues:

Secondary Clarifier No.2: SC2 was found to have a crack in the slab due to groundwater pressure. In June, Keller installed test piles, which passed pull test, and began installation of production piles. Filanc assisted Keller via crane operation and removal of spoils.

Primary Clarifiers: The PC1 work is complete. A claim is anticipated.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.

Risk Management Log: Key Items at this stage of the Project include monitoring dewatering, change orders, unintended consequences of construction, and introduction of the new treatment process to existing plant.



^{*} Accounts for progress payments approved by 30 June 2024. April pay application approved.

^{**} Liquidated Damages will be assessed based on critical path activities and responsible party.

^{***}Total includes Partial Retention Released via Invoice 1001. Amount released \$225,824.57.

\$4,904,750.46

\$1,225,660.18***



Executive Summary

Project-at-a-Glance

Contract Completion:

Award Price:

Current Price: \$31,843,792.46 Change Order Percent: 18.2% Notice to Proceed: 25 January 2021 Change Orders Time: 4 day Contract Time: 900 calendar days Paid To Date*: \$27,578,210.30 **Current Contract Time:** 904 calendar days Paid This Period: \$839,739.78

Schedule Completion: 11 Februray 2025 Percent Complete: 92%
Liquidated Damages**: \$2,009,000.00 % of Time Lapsed: 142%

\$26,939,042.00

18 July 2023

(1,283 calendar days)

Retention To Date:

Change Orders:

<u>July:</u> Keller continued drilling and installing micropiles with Filanc's assistance to mobilize materials and cleanup. **July:** Keller will complete the micropile installation.

<u>Meetings this Month:</u> Bi-Weekly Construction Meetings, Internal Coordination Meetings, Final Negotiation Meeting, Keller Progress Meeting, GHD Introduction Meeting.

Critical Issues:

Secondary Clarifier No.2: SC2 was found to have a crack in the slab due to groundwater pressure. In June, Keller installed test piles, which passed pull test, and began installation of production piles. Filanc assisted Keller via crane operation and removal of spoils.

Primary Clarifiers: The PC1 work is complete. A claim was submitted on July 2, 2024. Response is in progress.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.

Risk Management Log: Key Items at this stage of the Project include monitoring dewatering, change orders, unintended consequences of construction, and introduction of the new treatment process to existing plant.



^{*} Accounts for progress payments approved by 31 July 2024. May pay application approved.

^{**} Liquidated Damages will be assessed based on critical path activities and responsible party.

^{***}Total includes Partial Retention Released via Invoice 1001. Amount released \$225,824.57.



Project-at-a-Glance

Award Price: \$26,939,042.00 Change Orders: \$6,266,743.15

Current Price: \$33,205,785.15 Change Order Percent: 23.3%

Notice to Proceed: 25 January 2021 Change Orders Time: 370 day

Contract Time: 900 calendar days Paid To Date*: \$27,578,210.30

Current Contract Time: 1270 calendar days Paid This Period: \$0.00

Contract Completion: 18 July 2024 Retention To Date***: \$1,225,660.18

Schedule Completion: 24 February 2025 Percent Complete: 93% Liquidated Damages**: \$773,500.00 % of Time Lapsed: 103%

(1,314 calendar days)

<u>August:</u> Keller repaired the drill rig drive and finished micropile installation. Filanc continued performing spoils removal and equipment maintenance.

<u>September:</u> Filanc plans to demobilize Keller, remove the remaining concrete slab, excavate excess material, finish off micropiles, and begin rebar installation.

Meetings this Month: Bi-Weekly Construction Meetings.

Critical Issues:

Secondary Clarifier No.2: Keller's rig has experienced various operational issues throughout construction, including nearly two weeks of downtime due to equipment failure. The drive unit was repaired, and other various issues were able to be repaired the same day, minimizing downtime.

Primary Clarifiers: MNS provided written response on August 15, 2024, to Filanc's claim submitted on July 2, 2024. The response rejected the claim in its entirety. The next step is to hold a Meet & Confer conference.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.



^{*} Accounts for progress payments approved by 31 August 2024. No progress payments submitted/approved.

^{**} Liquidated Damages will be assessed based on critical path activities and responsible party.

^{***} Partial Retention Released via Invoice 1001. Amount released \$225,824.57.



Project-at-a-Glance

Award Price: \$26,939,042.00 Change Orders: \$7,017,719.50

Current Price: \$33,924,010.82 Change Order Percent: 26.1%

Notice to Proceed: 25 January 2021 Change Orders Time: 370 day

Contract Time: 900 calendar days Paid To Date*: \$27,986,212.29

Current Contract Time: 1270 calendar days Paid This Period: \$408,001.99

Contract Completion: 18 July 2024 Retention To Date***: \$1,247,133.97

Schedule Completion: 3 March 2025 Percent Complete: 94%
Liquidated Damages**: \$798,000.00 % of Time Lapsed: 106%

(1,344 calendar days)

<u>September:</u> Filanc demobilized Keller's drill rig, mobilizing demolition equipment and completing removal of the remaining original SC2 concrete slab. Keller completed the micropile installations and Filanc completed fine grading and subgrade preparation for the new slab. Filanc also completed the waterstop installation on the exterior perimeter of the SC2.

October: During the month of October, Filanc intends to have rebar install complete and two quadrants of the SC2 slab placed.

Meetings this Month: Bi-Weekly Construction Meetings.

Critical Issues:

Secondary Clarifier No.2: During subgrade preparation, it was discovered that the micropiles had not been installed to the appropriate elevation, requiring rework. Keller was able to complete the rework in accordance with the negotiated schedule.

Primary Clarifiers: A Meet & Confer conference was held on September 11, 2024, and a summary of outstanding items of dispute was issued on September 25, 2024.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.



^{*} Accounts for progress payments approved by 30 September 2024. June pay application approved.

^{**} Liquidated Damages will be assessed based on critical path activities and responsible party.

^{***} Partial Retention Released via Invoice 1001. Amount released \$225,824.57.



Project-at-a-Glance

Award Price: \$26,939,042.00 Change Orders: \$7,017,719.50

Current Price: \$33,956,761.50 Change Order Percent: 26.1%

Notice to Proceed: 25 January 2021 Change Orders Time: 370 day

Contract Time: 900 calendar days Paid To Date*: \$28,554,312.29

Current Contract Time: 1270 calendar days Paid This Period: \$568,100.00

Contract Completion: 18 July 2024 Retention To Date***: \$1,227,033.97

Schedule Completion: 21 March 2025 Percent Complete: 95%
Liquidated Damages**: \$861,000.00 % of Time Lapsed: 108%

(1,375 calendar days)

October: Filanc fine graded the exterior ring, installed dowels, stud rails, and formwork for the SC2 slab concrete placements. PSG installed the rebar for the SC2 slab. Jeffco was also on-site providing SC2 mechanism touch ups. A conflict between the studrails and waterstop slowed progress pending direction from the Engineer.

November: Filanc intends to complete the SC2 slab placements and reassemble the SC2 mechanism.

Meetings this Month: Bi-Weekly Construction Meetings.

Critical Issues:

Secondary Clarifier No.2: A conflict between the studrails, construction joints and waterstop caused delays on construction while a solution was developed. Final guidance from the Engineer is pending.

Primary Clarifiers: A cost analysis was provided to Filanc evaluating the potential benefit of new PC1 mechanism components and an extended service life versus the cost to the District.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.



^{*} Accounts for progress payments approved by 31 October 2024. July pay application approved.

^{**} Liquidated Damages will be assessed based on critical path activities and responsible party.

^{***} Partial Retention Released via Invoice 1001. Amount released \$225,824.57.



Project-at-a-Glance

Award Price: \$26,939,042.00 Change Orders: \$6,984,968.82

Current Price: \$33,924,010.82 Change Order Percent: 25.9%

Notice to Proceed: 25 January 2021 Change Orders Time: 370 day

Contract Time: 900 calendar days Paid To Date*: \$30,472,797.59

Current Contract Time: 1270 calendar days Paid This Period: \$1,918,485.30

Contract Completion: 18 July 2024 Retention To Date: \$1,378,006.88

Schedule Completion: 12 Februray 2025 Percent Complete: 96% Liquidated Damages**: \$731,500.00 % of Time Lapsed: 111%

(1,405 calendar days)

November: Filanc completed the SC2 concrete slab placements and began reinstallation of the SC2 mechanism.

<u>December:</u> Filanc intends to complete the SC2 mechanism installation and begin equipment startup, as well as demobilize and remove the dewatering equipment.

<u>Meetings this Month:</u> Bi-Weekly Construction Meetings. Construction Joint Meeting. VFD Parameters Meeting. Commissioning Coordination Meetings

Critical Issues:

Secondary Clarifier No.2: A conflict between the studrails, construction joints and waterstop caused delays on construction while a solution was developed. Filanc was able to install the revised waterstops and place all four quadrants of slab during the month of November.

Primary Clarifiers: Contractor has not responded to the cost analysis provided in October.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.



^{*} Accounts for progress payments approved by 30 November 2024. August and September pay application approved.

^{**} Liquidated Damages will be assessed based on critical path activities and responsible party.

^{***} Partial Retention Released via Invoice 1001. Amount released \$225,824.57.



Project-at-a-Glance

Award Price: \$26,939,042.00 Change Orders: \$7,309,119.60

Current Price: \$34,248,161.60 Change Order Percent: 27.1%

Notice to Proceed: 25 January 2021 Change Orders Time: 370 day

Contract Time: 900 calendar days Paid To Date¹: \$30,472,797.59

Current Contract Time: 1270 calendar days Paid This Period: \$931,798.56

Contract Completion: 18 July 2024 Retention To Date³: \$1,378,006.88

Schedule Completion⁴: 31 March 2025 Percent Complete: 97% Liquidated Damages²: \$896,000.00 % of Time Lapsed: 113%

(1,436 calendar days)

- 1) Accounts for progress payments approved by 31 December 2024. October pay application in District review.
- 2) Liquidated Damages will be assessed based on critical path activities and responsible party.
- 3) Partial Retention Released via Invoice 1001. Amount released \$225,824.57.
- 4) Schedule based on December 1, 2024 update. Corrections required delayed submittal of January 1, 2025 update.

<u>December:</u> Filanc completed the reinstallation of the SC2 mechanism, rewiring components removed during the SC2 repair (SC2 drive unit, and light posts), and the manufacturer checkout of the SC2 mechanism. Work began injecting the cracks in the SC2 slab.

<u>January:</u> Filanc intends to complete the crack injection for the SC2 structure and move into startup of the SC2 mechanism.

Meetings this Month: Bi-Weekly Construction Meetings. Pismo WWTP Seed Meeting

Critical Issues:

Secondary Clarifier No.2: After the dewatering wells were turned off, cracks within the SC2 slab were identified. These cracks will be injected per the specifications. This will cause a delay to startup of the facility.

Primary Clarifiers: Filanc notified District and MNS staff that the claim will be dropped. This item will be considered closed.

Community Workforce Agreement: The Project is in compliance with the Community Workforce Agreement (CWA).

Biological: CA Red Legged Frog (CRLF) checks in open trenches and holes or standing water are performed and WEAP trainings of new on-site personnel are continued to being held. Rincon confirmed work inside the SC2 will not require CRLF monitoring.

American Iron & Steel: The Project is in compliance with AIS. A punchlist walk will be conducted with the USDA prior to project closeout.



Description	Original Budget	Notes	Revised Budget	Notes	Earned Previously	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	This Period (Jun'24 - Nov'24)	Total Spent to Date	Balance to Finish
Construction Costs	Original Budget	Notes	Revised Budget	Notes	Previously	Jun-24	Jui-24	Aug-24	3ep-24	OCT-24	NOV-24	(Jun 24 - NOV 24)	Date	balance to Finish
General Contractor														
Construction (Bid Price)	\$ 26,939,042	1	\$ 26,939,042.00											
CCO#1 - Relocate existing water line	\$ 26,939,042		\$ 26,939,042.00											
CCO#2 - Relocate existing water line CCO#2 - Blind flange & air relief	\$ -	+	\$ 8.867.49											
CCO#2 - Blind hange & air relief CCO#3 - Deduct for utilities	\$ -	_	\$ (21,751.81)											
CCO#4 - Fire Water Invert, I/O Modules, Duckbank obstruction	\$ -		\$ (21,751.81)											
CCO#4 - Fire Water Invert, I/O Modules, Duckbank obstruction CCO#5 - Waterline reroute @ Generator wall, HDPE concrete penetrations	\$ -	_	\$ 13,893.92											
CCO#6 - PE Pump Starters, WAS potholing, unknown slab	\$ -	+	\$ 13,863.55											
CCO#6 - PE Pump Starters, WAS potnolling, unknown stab CCO#7 - AB Conduit Bridge, Utility & Misc. credits, Floodwall Mods	\$ -		\$ 139,503.91											
CCO#7 - AB Conduit Bridge, Othity & Wilst. Credits, Ploodwall Mods CCO#8 - Misc. Credits, electric davit crane winches, SST header	\$ -		\$ 42,583.01											
CCO#9 - Revise phasing of startup/commissioning	\$ -		\$ 10,900.00											
CCO#10 - Revise phasing of startup/commissioning CCO#10 - Floodwall Subgrade & Dewatering Well Finish	\$ -	1	\$ 27,808.96											
CCO#10 - Produwan Subgrade & Dewatering Weil Prinsii CCO#11 - Diesel Particulate Filter & Water leak assist	\$ -	-	\$ 58.111.55											
CCO#11 - Dieser Particulate Filter & Water leak assist CCO#12 - SC1 Rehab, Infill, Various Credits	\$ -	1	\$ (8,012.40)											
CCO#12 - SCI Renab, Inilii, Various Credits CCO#13 - Generator Floodwall Footing, catch basin at SC1 RAS well, misc	\$ -	+	\$ (8,012.40)					 	 					
CCO#13 - Generator Floodwall Footing, catch basin at SC1 RAS Well, misc CCO#14 - Bird detterent, add'tl hoses, temp piping mods	\$ -	_	\$ 31,349.64	_				 	 					
CCO#14 - Bird detterent, add ti noses, temp piping mods CCO#15 - Valve finishes, deduct for gate valve design change	\$ -	1	\$ 12,209.72	_				 	 		<u> </u>	1		i
CCO#15 - Valve finishes, deduct for gate valve design change CCO#16 - Controls Mod for Pumps in Hand OP, Concrete swale	\$ - \$ -	+	\$ 2,579.92	_				 	 					
CCO#16 - Controls Mod for Pumps in Hand OP, Concrete swale CCO#17 - Floodwall conflict, concrete infill, SC1 scum box repair	\$ -	-	\$ 13,898.42											
CCO#17 - Floodwall conflict, concrete infill, SC1 scurn box repair CCO#18 - SC2 Grout Removal	\$ -	_	\$ 8,072.34	16										
	\$ -		\$ 156,507.60	_										
CCO#19 - SC2 Dewatering	7	-	\$ 156,507.60	16										
CCO#20 - Centrifuge Speed Relay	7		1 -7-	4.5										
CCO#21 - Dewatering Monthly (SC2)	\$ - \$ -	-	\$ 80,305.04 \$ 2.843.12	16										
CCO#21 - Temp pipe changes	7		, , , , ,	4.5										
CCO#22 - SC2 Slab Demolition	\$ - \$ -	-	\$ 367,831.49	16										
CCO#23 - Irrigation Well (SC2), and Other SC2 related costs	+'		\$ 162,961.46	16										
CCO#23 - DPF	\$ -	-	\$ 34,601.02	4.5										
CCO#24 - Dewatering Maintenance (SC2)	Ÿ		\$ 3,430.53	16										
CCO#24 - Jeffco Damages	\$ -		\$ 28,148.48	1.5				-						
CCO#25 - Keller, PSG, Materials, Drill & Dowel (SC2)	\$ - \$ -		\$ 2,929,637.83	16				-						
CCO#26 - General Conditions 12/15 - 5/31 (SC2)	7		\$ 463,936.61	16				-						
CCO#27 - Crack Repair, Micropile Survey, Dewatering for Apr & May (SC2)	\$ - \$ -		\$ 104,475.78	16				-						
CCO#28 - SC2 Repair (SC2)	T	-	\$ 1,361,992.69	16										
CCO#29 - Dewatering, General Conditions, Builder's Risk Ins (SC2)	\$ -	-	\$ 750,976.35	16										
CCO#30 - Deduct for utilities			\$ (42,245.34)											
CCO#30 - Dewatering Maintenance and Deduct for OT inspection (SC2)		-	\$ 9,494.66	16				-						
CCO#31 - SC2 MFR site visit July 2023 (SC2)			\$ 16,682.41	16				-						
CCO#32 - Dewtrg. maint., Addt'l grout micropiles, CJ/studrail conflict (SC2)	\$ -	-	\$ 307,468.37	16				-	-		-			
Change Order Total (WWTP Redundancy "Main")	> -	-	\$ 491,879.36 \$ 6.817.240.24	1.5				-	-					
Change Order Total (SC2 Rehabilitation) Total Construction Cost (not incl. SC2 Rehab)	+	-	\$ 6,817,240.24 \$ 27,430,921.36	16				-	-					
, ,	¢ 25,020,042				¢ 25 402 502 20	ć 420 47F 70	ć 500,000,00	A 4 020 647 62	ć 000.040.50	ć 522.000.47		A 2 550 022 45	6 20 054 504 76	A 5400 550 04
Total Construction Contract Other Construction Costs	\$ 26,939,042	+	\$ 34,248,161.60	-	\$ 25,482,582.29	\$ 429,475.78	\$ 598,000.00	\$ 1,038,617.62	\$ 980,840.59	\$ 522,088.47	penaing	\$ 3,569,022.46	\$ 29,051,604.76	\$ 5,196,556.84
	+	-	\$ 161.866	4	\$ 161.865.62	ć	\$ -	\$ -	\$ -	\$ -		\$ -	ć 161.0CF.63	
PG&E Service Cost	\$ -	+	7	4	, ,,,,,,,	\$ -	т	7	7	7	> -	T	\$ 161,865.62 \$ 700.00	
OCSD water fees		-	\$ 700	1.		\$ -	\$ -		\$ -	'	\$ -		7	\$ -
Supporting Electrical & SCADA work	\$ -	1	\$ 19,588	14	\$ 19,588.16	\$ -	\$ -	7	т	\$ -	> -	\$ -	7 15,500.10	\$ - 6 1.257.205
Construction Contingency	\$ 3,353,911 \$ 30,292,953	1	\$ 1,357,385		\$ -	\$ -	\$ -	\$ -	7	7		т	Ÿ	\$ 1,357,385
Subtotal Construction + Construction Contingency	\$ 30,292,953	-	\$ 35,787,700	_	\$ 2,996,153.00	\$ 429,475.78	\$ 598,000.00	\$ 1,038,617.62	\$ 980,840.59	\$ 522,088.47	\$ -	\$ 3,569,022.46	\$ 29,233,758.54	\$ 6,553,941.46
Professional Services Costs Engineering Posign Bid Support Engr Service During Construction (KI)	\$ 2.781.737	+	ć 2,004,004		¢ 2.001.000.00	ć	ė	\$ -	\$ -	s -	·	\$ -	ć 2.004.000.00	ė o
Engineering Design + Bid Suport + Engr Service During Construction (KJ)	7 -//	+	\$ 3,091,661		\$ 3,091,660.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,091,660.83	\$ 0
Engineering Design + Bid Phase Support	\$ 1,931,613	+	\$ 1,931,613					 	-					
Engineering Services During Construction	\$ 850,124	-	\$ 850,124	-				-	-					
Amendment 4 Engineering Services during Construction	\$ -	-	\$ 136,330	3				-	-					
Amendment 5 Engineering Services during Construction	\$ -	-	\$ 79,425	_				 	 		-			
Amendment 6 Engineering Services during Construction	\$ -	-	\$ 95,749	_				 	-					
Amendment 7 Engineering Services during Construction	> -	1	\$ 49,549	l										

						Earne								This Period	Total Spent to		
Description	0	riginal Budget	Notes	Revised Budget	Notes	Previou	ly	Jun-24	 Jul-24	 Aug-24	Sep-24	 ct-24	Nov-24	(Jun'24 - Nov'24)	Date	Bala	ance to Finish
Amendment 8 Engineering Serivces - Time Extension	\$	-		\$ -													
Amendment 9 Engineering Services during Construction	\$	-		\$ 50,974													
Reduction of remaining contract budget				\$ (102,103)													
Operations Services - Startup, Training, O&M	\$	300,000		\$ 354,058	10	\$ 92,9	8.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,998.87	\$	261,059
Ops Services (Perc)				\$ 299,672													
Ops Services Amendment #2 (Perc)				\$ 54,386	16												
Construction Management (MNS)	\$	2,616,043	13	\$ 3,805,884	13	\$ 3,136,6	4.19	\$ 57,585.15	\$ 72,533.83	\$ 65,869.43	\$ 44,391.00	\$ 43,935.00	\$ 72,417.51	\$ 356,731.92	\$ 3,493,386.11	\$	312,498
Construction Management (MNS)	\$	2,616,043		\$ 2,616,043													
Construction Management Amendment #1 (MNS)	\$			\$ 285,828													
Construction Management Amendment #2 (MNS)	\$	-		\$ 476,234	16												
Construction Management Amendment #3 (MNS)				\$ 427,780	16												
Legal/Admin Costs (Estimated)	\$	669,921		\$ 868,300	3,11,15	\$ 625,18	8.02	\$ 8,261.90	\$ 9,226.23	\$ 2,954.82	\$ 5,068.39	\$ 12,598.20	\$ 6,804.44	\$ 44,913.98	\$ 670,102.00	\$	243,112
Legal (Estimated)	\$	50,000		\$ 50,000		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	50,000
Admin (MKN)	\$	500,093		\$ 698,472	3,11,15	\$ 561,90	3.03	\$ 8,261.90	\$ 9,226.23	\$ 2,954.82	\$ 5,068.39	\$ 12,598.20	\$ 6,804.44	\$ 44,913.98	\$ 561,903.03	\$	136,568.97
Community Workforce Administration (Pacific Resources)	\$	79,828		\$ 79,828		\$ 23,2	4.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,284.99	\$	56,543
Development of Community Workforce Agreement	\$	40,000		\$ 40,000		\$ 40,00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00	\$	-
Prequalification of Contractors	\$	22,000		\$ 21,506	9	\$ 21,50	6.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$,	\$ -	\$ 21,506.39	\$	-
County Permits, Inspections, and Related Fees (Estimated)	\$	314,878		\$ 374,610		\$ 340,0	7.06	\$ 1,221.00	\$ 2,453.25	\$ 771.25	\$ 853.75	\$ -	\$ 3,299.00	\$ 8,598.25	\$ 348,675.31	\$	25,935
CEQA	\$	191,504		\$ 191,504		\$ 191,50	4.00	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$ 191,504.00	\$	-
NEPA documentation for USDA application	\$	29,815		\$ 30,849		\$ 30,84	9.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,849.35	\$	-
Permits, inspections, other fees (estimated)	\$	7,800		\$ 6,766		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	6,766
Biological Monitoring (Rincon)	\$	85,759		\$ 126,174		\$ 98,40	6.71	\$ 1,221.00	\$ 2,453.25	\$ 771.25	\$ 853.75	\$ -	\$ 3,299.00	\$ 8,598.25	\$ 107,004.96	\$	19,169
Biological Monitoring (Rincon)	\$	85,759		\$ 85,759		\$	-							\$ -	\$ -		
Amendment 2 Biological Monitoring	\$	-		\$ 19,216		\$	-							\$ -	\$ -		
Oct 2024 Biological Monitoring	\$			\$ 21,199		\$	-							\$ -	\$ -		
Hydrogeological Study	\$	-		\$ 19,317	12	\$ 19,3	7.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,317.00	\$	-
Construction photography	\$	-		\$ 3,600	6	\$ 2,7	5.00	\$ -	\$ -	\$ -	\$ 275.00	\$ -	\$ -	\$ 275.00	\$ 3,050.00	\$	550
Cost Estimate & Schedule Estimate for SC2 Repair	\$	-		\$ 34,606	16	\$ 16,1	6.00	\$ 9,800.00	\$ 8,500.00	\$ -	\$ -	\$ -	\$	\$ 18,300.00	\$ 34,476.00	\$	130
Subtotal of Soft Project Costs	\$	6,704,579		\$ 8,554,226		\$ 7,32	,036	\$ 76,868	\$ 92,713	\$ 69,596	\$ 50,588	\$ 56,533	\$ 82,521	\$ 428,819	\$ 7,755,856	\$	843,285
Professional services contingency	\$	397,000	2	\$ 118,074	3,11,15	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ -	\$ -	\$	118,074
Subtotal Professional Services + contingency	\$	7,101,579		\$ 8,672,300		\$ 7,32	,036	\$ 76,868	\$ 92,713	\$ 69,596	\$ 50,588	\$ 56,533	\$ 82,521	\$ 428,819	\$ 7,755,856	\$	961,359
Total	\$	37,400,000		\$ 44,460,000		\$ 10,32	,189	\$ 506,344	\$ 690,713	\$ 1,108,213	\$ 1,031,429	\$ 578,622	\$ 82,521	\$ 3,997,842	\$ 36,989,614	\$	7,515,300
Retention for Liquidated Damages (7/18 to 12/15/23)				\$ 525,000													
Estimated Claim for SC2-related costs	\$	-		\$ 8,972,212	16												
Total Estimated District Cost	\$	37,400,000		\$ 34,962,789	17												

- 1. Construction contingency is recommended at 12.45% based on 15% for estimated higher risk items and 10% for estimated lower risk items.
- 2. Professional services contingency is recommended at 10% for future non-construction expenditures based on uncertainty in construction schedule and level of effort for professional services, including engineering, construction management, biological monitoring, and administrative services
- 3. Estimated total cost for Admistrative Services has increased based on project duration, and cost for Engineering Services During Construction was increased at the Nov 3, 2021 Board meeting (KJ contract amendment 4). The professional services contingecy was reduced accordingly. (March 2021)
- 4. PG&E Service costs were realized in February 2021. The construction contingency was reduced accordingly.
- 5. Correction to Construction Management (MNS) invoice (August 21, 2021): The March 2021 invoice was incorrectly reported in the June 2021 Budget Update as \$42,207.20 and has been updated to \$45,207.20 to match the actual invoice amount.
- 6. A budget for professional construction photography (anticipated to be quarterly or semi-annual drone flights) was added in Summer 2021.
- 7. Construction costs include the 5% contract retainage
- 8. Correction to Construction Managemenet (MNS) invoices (September 20, 2021): The January 2021 invoices was incrorrectly reported twice, once with February invoices and also with earned previously amount. The Earned Previously Amount has been reduced by \$56,472.46 to account for the previous duplication in reporting.
- 9. The Contractor Prequalification was completed for less than budgeted. The budget was reduced accordingly and the \$494 remainder was added to the Professional Services Contingency budget. 10. The District Board authorized execution of a contract with Perc Water for Operations Consulting Services in the amount of \$299,672 on 5/18/2022. The budget for Operations Services was updated accordingly.
- 11. The estimated total cost for Administrative Services was updated based on proposed Year 4 services, which considered level of effort to date, project duration and anticipated tasks. The professional services contingency was increased accordingly. (Sept 2022)
- 12. Hydrogeological Study was performed Sept-Dec 2023 at the request of USDA Rural Development. The professional services contingencey was reduced to cover the cost.
- 13. Budget for Construction Management (MNS) was corrected from \$2,616,120 to match contract amount in June 2023.
- 14. Electrical and SCADA work required to support the Redundancy Project, including installation of instruments at existing processes (not included in the WVTP Redundancy Project contract), was realized and completed separately by the District. Costs were allocated to the Project in June 2023 and the construction contingency was reduced to account for it. 15. Project administrative costs increased due to extended construction schedule and unanticipated damage at Secondary Clarifier #2. Amendment 1 to contract for MKN was approved at 10/3/23 Board Meeting for \$140,506. Professional Services contingency was reduced by \$100,922 and remainder of budget was taken from the construction contingency (\$39,584). Additional professional serivces costs beyond this date were taken from construction contingency budget.
- 16. The District is tracking costs associated with the SC2 damage separately. Some of these lines items are wholey attributable to SC2, and some include a portion attributable to SC2. The SC2 costs will be billed to Kennedy Jenks. KJ delivered payment #1 in the amount of \$101, 539.42 towards SC2 costs on January 17, 2023. District staff and legal counsel are working with KJ to coordinate an agreement and schedule for payment. The estimated claim for SC2-related costs is budgetary and includes contingency. Actual claim and reimbursement will not include contingency unless it is spent on SC2-related costs. Actual claim and reimbursement amount may vary due to pending negotiations.
- 17. Total estimated Distict cost is the total estimated project budget minus the estimated claim for SC2-related costs and the retention for liquidated damages and includes contingencies.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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

Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator

Date: February 5, 2025

Subject: ADOPTION OF RESOLUTION NO. 2025-457 TO BRING DISTRICT BYLAW

SECTION 2.7 DISRUPTIONS IN LINE WITH THE CURRENT STATE OF

FIRST AMENDMENT LAW.

RECOMMENDATION:

That the Board adopt Resolution 2025-457 amending the Board Bylaws to bring District procedures in line with the current state of First Amendment Law.

BACKGROUND:

The Board last updated the Bylaws at the March 2, 2022, meeting. Staff and legal counsel have reviewed the currently adopted Bylaws for legal consistency and recommend Section 2.7 be updated as follows:

- **2.7** Enforcement of Rules of Decorum Disruptions. Any person whose conduct creates an actual disruption during a meeting violates the Rules of Decorum may, at the discretion of the Chair, be removed from the meeting. The Rules of Decorum Disruptions shall be enforced addressed in the following manner:
- (a) Warning. The Chair shall warn the person who is creating the actual disruption. violating the rules of decorum.
- **(b)** Expulsion. If after receiving a warning from the Chair, the person persists in disrupting the meeting, violating the rules of decorum, the Chair shall order the person to leave the Board meeting room for the remainder of the meeting.
- **(c)** Assisted Removal. If such a person does not voluntarily remove himself/herself, the Chair may order request any law enforcement officer who is on duty at the meeting, or who may be summoned to the meeting, to remove the person from the Board room.

(d) Restoration of Order. If order cannot be restored by the removal of individuals who are disrupting the meeting, the Board meeting may be continued under the provisions of Government Code §54957.9

Attachment:

Clean Version of February 2025 Bylaws Update

RESOLUTION NO. 2025-457

A RESOLUTION OF THE SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT BOARD OF DIRECTORS AMENDING DISTRICT BYLAWS SECTION 2.7 TO BRING DISTRICT PROCEDURES IN LINE WITH THE CURRENT STATE OF FIRST AMENDMENT LAW.

WHEREAS, the South San Luis Obispo County Sanitation District ("District") has adopted bylaws governing the operation of the District ("Bylaws"); and

WHEREAS, the Board of Directors finds that the Bylaws should be amended to bring District procedures in line with the current state of First Amendment Law.

- **NOW, THEREFORE, BE IT RESOLVED,** by the Board of Directors of the South San Luis Obispo County Sanitation District, that Section 2.7 of the Board of Directors Bylaws should be amended to provide as follows:
- **2.7** Disruptions. Any person whose conduct creates an actual disruption during a meeting may, at the discretion of the Chair, be removed from the meeting. Disruptions shall be addressed in the following manner:
- (a) Warning. The Chair shall warn the person who is creating the actual disruption.
- **(b)** Expulsion. If after receiving a warning from the Chair, the person persists in disrupting the meeting, the Chair shall order the person to leave the Board meeting room for the remainder of the meeting.
- **(c)** Assisted Removal. If such a person does not voluntarily remove himself/herself, the Chair may request any law enforcement officer who is on duty at the meeting, or who may be summoned to the meeting, to remove the person from the Board room.
- **(d)** Restoration of Order. If order cannot be restored by the removal of individuals who are disrupting the meeting, the Board meeting may be continued under the provisions of Government Code §54957.9

PASSED AND A	DOPTED at a regular	meeting of tl	he South Sar	Luis Obispo County
Sanitation District Board	of Directors held this	5th day of F	ebruary 202	5. On the motion of
Director	, seconded	by Director		, and by the
following roll call vote:				

AYES: NOES: ABSENT: ABSTAINED:	
	BOARD CHAIR
ATTEST:	
DISTRICT SECRETARY	
APPROVED AS TO CONTENT:	
DISTRICT ADMINISTRATOR	
APPROVED AS TO FORM:	
DISTRICT COLINSEL	

1. OFFICERS OF THE BOARD OF DIRECTORS

- **1.1** The officers of the Board of Directors are the Chair and Vice Chair.
- 1.2 The Chair of the Board of Directors shall serve as Chair at all Board meetings. He/she shall have the same rights as the other Directors of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the Chair, the Vice Chair of the Board of Directors shall serve as Chair over all meetings of the Board. If the Chair and Vice Chair of the Board will both be absent, the Chair may name any member of the Board to perform the duties of the presiding officer prior to the meeting. If the Chair's absence is unexpected, the Chair shall be as specified by standing order of the Chair.
- 1.4 The Chair and Vice Chair of the Board shall be elected annually at the first meeting in January of each calendar year, or at the next regular or special meeting if Directors have not been timely designated by their respective agencies.

The election of Chair shall be made in accordance with the following rotation:

- 1. The Oceano Community Services District
- 2. The City of Grover Beach
- 3. The City of Arroyo Grande

The election of the Vice Chair shall be the person elected to serve as the Chair the preceding year.

- **1.5** The term of office for the Chair and Vice Chair of the Board shall commence on February 1 of the year immediately following their election.
- 1.6 The Chair, or in his/her absence, the Vice Chair, are authorized to attend meetings of the San Luis Obispo County Planning Commission, meetings of the California Coastal Commission, meetings of the San Luis Obispo County Board of Supervisors, meetings between District Staff and Water Board Personnel, including either Regional Water Quality Control Staff or State Water Board Staff on behalf of the District, without compensation except reimbursement for use of his/her private vehicle to attend such meetings pursuant to District Policy 11.1(b). If the Chair is absent, the Vice Chair or Board member may attend these meetings.
- 1.7 The Chair, or in his/her absence, the Vice Chair shall meet with the District Administrator in advance of a regularly scheduled meeting to review all Warrants to be presented at the next regular Board meeting.

2. MEETINGS

2.1 Subject to holidays and scheduling conflicts, regular meetings of the Board of Directors shall commence at 6:00 p.m. on the first of each calendar month at such meeting location within the District boundaries designated by the Board. The Board

of Directors reserves the right to cancel and/or designate other dates, places and times for Director Meetings due to scheduling conflicts and holidays.

2.2 SPECIAL MEETINGS

Special meetings may be called by the Chair or two (2) Directors with a minimum of twenty-four (24) hours public notice. A special meeting agenda shall be prepared and distributed pursuant to the procedures of the Brown Act by the District Administrator in consultation with the Chair, or in his or her absence, the Vice Chair or those Directors calling the meeting.

- **2.3** Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.
- 2.4 No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act. Pursuant to the Brown Act:
 - (a) Directors may briefly respond to statements or questions from the public;
 - (b) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting;
 - (c) A Director individually, or the Board by motion, may take action to direct the District Administrator to place a matter on a future agenda. If requested by a Director individually, the District Administrator shall inquire whether a majority of the Board wishes to entertain the item; and
 - (d) Directors may make brief announcements or make a brief report on his/her own activities under the Director Comment portion of the Agenda.

2.5 MEETING PROTOCOL

- (a) Policy. The purpose of oral presentation at District meetings, as well as written presentations, is to formally communicate to the Board of Directors on matters (1) listed on the Agenda, or (2) matters that are within the jurisdiction of the Board of Directors during general public comment. Such presentations are helpful to the Board in its decision- making process. The Board of Directors welcomes information and expressions of opinion from members of the public on any item which it may be considering. However, the Board of Directors is not required to provide a public forum for remarks or conduct in violation of the Rules of Decorum.
- (b) <u>Public Comment.</u> Subject to the following rules, the Board of Directors shall set aside 30 minutes on each agenda item for public comment.
- (c) The Chair, after consideration of the length of the Agenda, the nature of the

agenda item, and the meeting limitations of Section 2.1, may expand or further limit the 30-minute time allocation for public comment.

(d) Each public commenter shall be limited to three (3) minutes unless shortened or extended by the Chair with consideration of the length of the Agenda, the nature of the agenda item, and the meeting limitations of Sections 2.1, above.

2.6 DISTURBANCE OF BOARD MEETINGS

- **2.6.1** Rules of Decorum. The rules of decorum, below, shall apply to public comment and attendance at District meetings.
 - (a) No person shall address the Board of Directors without first being recognized by the Chair.
 - **(b)** Persons addressing the Board have the option to state their name and their general place of residence.
 - (c) Public comment and public testimony shall be directed to the Chair and shall be addressed to the Board of Directors as a whole. Persons addressing the Board of Directors shall not engage in a dialogue with individual Directors, District staff or members of the audience. The Chair shall determine whether, or in what manner, the District will respond to questions.
 - (d) Persons addressing the Board are limited to one opportunity per Agenda item unless otherwise directed by the Chair in his/her discretion.
 - **(e)** A person cannot defer his/her time allocation to another person.
 - (f) When a group or organization wishes to address the Board on the same subject, the Chair may request that a spokesperson be chosen to speak for that group. The spokesperson's three (3) minute time allocation may be extended by the Chair in his/her discretion.
 - (g) Persons addressing the Board shall confine the subject matter of their comments to the Agenda item being considered by the Board of Directors.
 - (h) Each person addressing the Board of Directors shall do so in an orderly and civil manner and shall not engage in conduct which disrupts the orderly conduct of the District meeting.
 - (i) The Chair may rule a speaker out of order who is unduly repetitious or extending discussion of irrelevance.

(j) Except as provided below, persons who reference or read from documents such as reports, exhibits, or letters ("Documents") as part of his/her comment to the Board shall lodge the Document (or a copy) with the District Secretary at the end of the comment, to allow the Document to be appropriately referenced in the meeting Minutes and to allow District staff the opportunity to review and respond to the Document. The Chair has the discretion to strike a speaker's comments from the record for failure to lodge the referenced Documents. Upon request, the lodged Documents shall be returned to the speaker after 1:00 p.m. on the day following the meeting.

2.6.2 Exceptions:

- (a) Speaker's presentation outline. However, documents referenced in the outline shall be lodged.
- **(b)** Documents that are in the Agenda packet.
- (c) Documents that have been previously published by the District, so long as the speaker identifies the Document by date, author and the pages referenced or read from.
- (d) For voluminous Documents the speaker need only lodge the cover sheet that identifies the author and date and the pages read from or referenced.
- 2.7 <u>Disruptions.</u> Any person whose conduct creates an actual disruption during a meeting may, at the discretion of the Chair, be removed from the meeting. Disruptions shall be addressed in the following manner:
 - (a) Warning. The Chair shall warn the person who is creating the actual disruption.
 - (b) Expulsion. If after receiving a warning from the Chair, the person persists in disrupting the meeting the Chair shall order the person to leave the Board meeting room for the remainder of the meeting.
 - (c) Assisted Removal. If such a person does not voluntarily remove himself/herself, the Chair may request any law enforcement officer who is on duty at the meeting, or who may be summoned to the meeting, to remove the person from the Board room.
 - (e) Restoration of Order. If order cannot be restored by the removal of individuals who are disrupting the meeting, the Board meeting will be continued under the provisions of Government Code §54957.9
- **2.8** <u>Limitations (Government Code §59454.3(c)).</u> The Rules of Decorum shall not be interpreted to prohibit public criticism of the policies, procedures, programs or

services of the District.

- 2.9 The Chair, or in his/her absence the Vice Chair, or if both are absent, the Chair's designee as provided by Paragraph 1.3, shall be the presiding officer at District Board meetings. He/she shall conduct all meetings in a manner consistent with the policies of the District. He/she shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board. He/she shall announce the Board's decision on all subjects. He/she shall vote on all questions and on roll call votes his/her name shall be called last.
- **2.10** Two (2) Directors of the Board shall constitute a quorum for the transaction of business. When a quorum is lacking for a regular, adjourned, or special meeting, the Chair, Vice Chair, or any Director shall adjourn such meeting; or, if no Director is present, the District Secretary shall adjourn the meeting.
- **2.11** Except as otherwise specifically provided by law, a majority vote of the total membership of the Board of Directors is required for the Board of Directors to take action.
- 2.12 A roll call vote shall be taken upon the passage of all ordinances and resolutions and shall be entered in the Minutes of the Board, showing those Directors voting aye, those voting no, those not voting because of a conflict of interest, abstention or absent. A roll call vote shall be taken and recorded on any motion not passed unanimously by the Board. Silence shall be recorded as an affirmative vote.
- 2.13 Any person attending a meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or a still or motion picture camera in the absence of a reasonable finding that the recording cannot continue without disruptive noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.14 All video tape recorders, still and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speaker's podium once the meeting begins. The Chair retains the discretion to alter these guidelines, including the authority to require that all video tape recorders, still and/or motion picture cameras be located in the back of the room.

3. <u>ETHICS TRAINING</u>

- **3.1** Pursuant to sections 53234 et seq. of the Government Code all Directors and designated District personnel shall receive at least two (2) hours of ethics training every two years.
- 3.2 Each newly appointed Board member will receive such training from their Agency. Each newly designated District personnel shall receive ethics training no later than one year from the first day of service with the District and thereafter shall receive ethics training at least once every two years.

4. AGENDAS

- 4.1 The District Administrator, in cooperation with the Board Chair, shall prepare the agenda for each regular and special meeting of the Board of Directors. Any Director may call the District Administrator and request an item to be placed on the regular meeting agenda no later than 5 p.m. eleven (11) calendar days prior to the meeting date. Such a request must also be submitted in writing either at the time of communication with the District Administrator or delivered to the office within the next working day.
- 4.2 A block of thirty (30) minutes time shall be set aside to receive general public comment. Comments on agendized items should be held until the appropriate item is called. Unless otherwise directed by the Chair, public comment shall be presented from the podium. The person giving public comment may choose to state his/her name and whether or not he/she lives within the District boundary prior to giving his/her comment. Public comment shall be directed to the Chair of the Board and limited to three (3) minutes unless extended or shortened by the Chair at his/her discretion.
- 4.3 Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda". These items shall be approved, adopted, and accepted by one motion of the Board of Directors; examples of routine items include approval of Minutes, approval of Warrants, various Resolutions accepting developer improvements, minor budgetary items, status reports, and routine District operations.
 - (a) Directors may request that any item listed under "Consent Agenda" be removed from the "Consent Agenda", and the Board will then take action separately on that item. Members of the public will be given an opportunity to comment on the "Consent Agenda"; however, only a member of the Board of Directors can remove an item from the "Consent Agenda". Items which are removed ("pulled") by Directors of the Board for discussion will typically be heard after other "Consent Agenda" items are approved unless a majority of the Board chooses an earlier or later time.
 - (b) A Director may ask questions on any item on the "Consent Agenda." When a Director has a minor question for clarification concerning a consent item which will not involve extended discussion, the item may be discussed for clarification and the questions will be addressed along with the rest of the "Consent Agenda". Directors are encouraged to seek clarifications prior to the meeting if possible.
 - (c) When a Director wishes to consider/"pull" an item simply to register a dissenting vote, or conflict of interest, the Director shall inform the presiding officer that he/she wishes to register a dissenting vote, or conflict of interest, on a particular item without discussion. The item will be handled along with the rest of the Consent Agenda, and the District Secretary shall register a "no" vote, or abstention due to a conflict of interest.

5. PREPARATION OF MINUTES AND MAINTENANCE OF TAPES

- 5.1 The minutes of the Board shall be kept by the District Secretary and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper subheads.
- **5.2** The minutes of the Board of Directors shall record the aye and no votes taken by the members of the Board of Directors for the passage or denial of all ordinances, resolutions or motions.
- 5.3 The District Secretary shall be required to make a record only of such business as was actually considered by a vote of the Board and, except as provided in Sections 5.4 and 5.6 below, shall not be required to record any remarks of Directors or any other person.
- 5.4 Any Director may request for inclusion into the Minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed. In addition, the minutes shall include brief summaries of public comment, the District Administrator's report, and matters of concern to District legal counsel, District committee reports, and Directors' reports. Materials submitted with such comments shall be appended to the minutes at the request of the District Administrator, District Counsel, the Board Chair, or any Director.
- 5.5 The District Secretary shall attempt to record the names and general place of residence of persons addressing the Board, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter.
- **5.6** Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the District Secretary shall compile a summary of the testimony of the witnesses.

6. DIRECTORS

- **6.1** Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors.
- 6.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole.
- 6.3 Information may be requested from staff before meetings, within such limitations as required by the Brown Act. Information that is requested or exchanged shall be distributed through the District Administrator, and all Directors will receive a copy of all information being distributed.
- **6.4** Directors should at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.

- 6.5 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions. Civil discourse is encouraged. Once the Board of Directors takes action, dissenting Directors should not create barriers to the implementation of said action.
- **6.6** Except during open and public meetings the use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the Directors to develop a collective concurrence as to action to be taken on an item by the Board of Directors is prohibited.
- 6.7 Directors shall not be prohibited by action of the Board of Directors from citing his or her District affiliation or title in any endorsement or publication, so long as no misrepresentation is made, or implied, about the District's position on the issue.
- 6.8 Directors are cautioned when using e-mail communications. Any communication from the District Administrator, or the District's legal counsel, or from other members of the Board of Directors, in each case the Director in responding to that e-mail shall not respond to "all", as that could constitute a violation of the Brown Act for a serial meeting or other provisions.
- **6.9** Any Director may complain to the District about another Director's conduct.

The complaint shall be made in writing and forwarded to the District Administrator and District Counsel along with supporting information. Within five days, the District will notify the accused Director in writing the substance of the complaint and supporting information. The notice shall also specify that the accused Director has five days to respond with supporting information.

The District Administrator and Counsel shall review the submitted information, investigate further as needed, and forward a preliminary report to the District Board.

The District Board may:

- Do nothing;
- Direct staff to place the matter on a regular meeting agenda;
- Take action in open session at a regular meeting concerning the complaint.
 Any action taken shall be by resolution and shall be consistent with elected officials' right to free speech.
- Potential actions include, but are not limited to: finding the complaint unfounded, expressing a legislative opinion concerning behavior, and

issuing an official reprimand (censure) concerning inappropriate behavior.

7. AUTHORITY OF DIRECTORS

7.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.

- **7.2** Directors do not represent any fractional segment of the District but are, rather, a part of the body which represents and acts for the District as a whole.
- 7.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.
- 7.4 Directors, when attending other meetings, may refer to their affiliation as a member of the Board of Directors and may make statements on their own behalf or endorsements on their own behalf as long as there is no misrepresentation made or implied about the District's position in regards to the issue presented.

8. <u>AUTHORITY OF THE DISTRICT ADMINISTRATOR</u>

The District Administrator shall be responsible for all of the following:

- **8.1** The implementation of the policies established by the Board of Directors for the operation of the District.
- **8.2** The appointment, supervision, discipline, and dismissal of the District's employees, consistent with the District's Personnel Policies as established by the Board of Directors.
- **8.3** The supervision of the District's facilities and services.
- **8.4** The supervision of the District's finances.

9. DIRECTOR GUIDELINES

- 9.1 Directors, by making a request to the District Administrator, shall have access to information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the District Administrator cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, workloads, and priorities, then the District Administrator shall inform the individual Director why the information is not or cannot be made available.
- 9.2 In handling complaints from residents or property owners within the District, or other members of the public, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the District Administrator for processing and the District's response, if any.
- **9.3** Directors, when seeking clarification of policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, should refer said concerns directly to the District Administrator.

- **9.4** When approached by District personnel concerning specific District policy, Directors should direct inquiries to the District Administrator. The chain of command should be followed.
- **9.5** Directors and District Administrator should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.
- **9.6** When responding to constituent request and concerns, Directors should respond to individuals in a positive manner and route their questions to the District Administrator.
- **9.7** Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.
- 9.8 No Board member may participate in a hearing or take action on an item which creates an economic conflict of interest for the member. Where there is an economic conflict of interest, the conflicted member shall announce the nature of the conflict of interest and recuse himself or herself from the hearing or deciding the matter and thereon step down from the dais and leave the room until the matter has been fully considered and voted upon, or otherwise continued.

10. <u>DIRECTOR COMPENSATION</u>

- **10.1** Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned or special meeting of the Board of Directors attended by him/her.
- 10.2 Each Director is authorized to receive one hundred dollars (\$100) per day as compensation for representation of the District at a public meeting or public hearing conducted by another public agency and/or participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the member's participation at a Board of Director's meeting and the member delivers a written report to the Board of Directors at the District's next regular meeting regarding the member's participation.
- **10.3** In no event, shall Director Compensation exceed \$100 per day.
- **10.4** Director compensation shall not exceed six full days in any one calendar month.

11. DIRECTOR REIMBURSEMENT

- **11.1** Each Director is entitled to reimbursement for their actual and necessary
 - expenses, including the cost of programs and seminars, incurred in the performance of the duties required or authorized by the Board.
 - (a) It is the policy of the District to exercise prudence with respect to hotel/motel accommodations. It is also the policy of the District for Directors and staff

to stay at the main hotel/motel location of a conference, seminar, or class to gain maximum participation and advantage of interaction with others whenever possible.

If lodging is in connection with a conference or organized education activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the member of the Board of Directors at the time of booking. If the group rate is not available, the Director shall use lodging that is comparable with the group rate. Personal phone calls, room service, and other discretionary expenditures are not reimbursable.

- (b) Members of the Board of Directors shall use government and group rates offered by a provider of transportation for travel when available. Directors using his/her private vehicle on District business, shall be compensated at the prevailing IRS per diem mileage rate.
- (c) Any Director traveling on District business shall receive in addition to transportation and lodging expenses, a per diem allowance to cover ordinary expenses such as meals, refreshments and tips. The amount set for per diem shall be considered fair reimbursement. The per diem shall include breakfast, lunch and dinner. The per diem rate shall be pursuant to current General Services Administration annually published rates for San Luis Obispo County at: gsa.gov.
- (d) All travel and other expenses for District business, conferences, or seminars outside of the State of California shall require separate Board authorization, with specific accountability as to how the District shall benefit by such expenditure.
- **11.2** All expenses that do not fall within the reimbursement policy set forth in 11.1, above, shall be approved by the Board of Directors, at a public meeting, before the expense is incurred.
- 11.3 Board members shall submit an expense report on the District form within ten (10) calendar days after incurring the expense. The expense report shall be accompanied by receipts documenting each expense except for per diem allowances.
- 11.4 Members of the Board of Directors shall provide brief reports on meetings attended at the expense of the District at the next regular meeting of the Board of Directors and as required by AB 1234.

12. CORRESPONDENCE DISTRIBUTION POLICY

Time permitting, the following letters and other documents shall be accumulated and delivered to the Board of Directors on Monday of each week and/or with agenda packet.

- **12.1** All letters approved by the Board of Directors and/or signed by the Chair on behalf of the District; and
- **12.2** All letters and other documents received by the District that are of District-wide concern, as determined by District staff.

13. CONFLICTS AND RELATED POLICY

State laws are in place which attempt to eliminate any action by a Director or the District which may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. Laws which regulate conflicts are very complicated. The following provides a brief policy summary of various conflict related laws. Directors are encouraged to consult with District Legal Counsel and/or the Fair Political Practices Commission (FPPC) at 1-800-ASK-FPPC (1-800-275-3772), prior to the day of the meeting, if they have questions about a particular agenda item.

13.1 Conflict of Interest

Each Director is encouraged to review the District Conflict Code on an annual basis. The general rule is that an official may not participate in the making of a governmental decision if it is: reasonably foreseeable that the decision will have a material financial effect on the official or a member of his or her immediate family or on an economic interest of the official, and the effect is distinguishable from the effect on the public generally. Additionally, the FPPC regulations relating to interests in real property have recently been changed. If the real property in which the Director has an interest is located within 500 feet of the boundaries of the property affected by decision, that interest is now deemed to be directly involved in the decision. The existing Regulation 18702.2 eliminated a prior bright-line 500-foot rule. Determining materiality where a property is more than 500 feet from the property subject to the decision is more complicated and subjective, and requires a comprehensive review of all factors that potentially affect the value of the property.

13.2 Interest in Contracts, Government Codes Section 1090

The prohibitions of Government Code Section 1090 provide that the Board of Directors may not contract with any business in which another Director has a financial interest.

13.3 Incompatible Office

The basic rule is that public policy requires that when the duties of two offices are repugnant or overlap so that their exercise may require contradictory or inconsistent action, to the detriment to the other public interest, their discharge by one person is incompatible with that interest. When a Director is sworn in for such a second office, he/she is simultaneously terminated from holding the first office.

14. **EVALUATION OF CONSULTANTS**

The District's legal counsel shall be evaluated by the Board of Directors annually during the months of May or June of each year.

15. CONTINUING EDUCATION

Directors are encouraged to attend educational conferences and professional meetings when the purposes of such activities are to improve District operation. Subject to budgetary constraints, there is no limit to the number of Directors attending a particular conference or seminar when it is apparent that their attendance is beneficial to the District.

16. BOARD BYLAWS REVIEW POLICY

The Board Bylaws Policy shall be reviewed annually at the first regular meeting in February. The review shall be provided by District Counsel and ratified by Board action.

17. RESTRICTIONS ON RULES

The rules contained herein shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal laws.



SOUTH SAN LUIS OBISPO COUNTY SANITATION DISTRICT

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Staff Report

To: Board of Directors

From: Jeremy Ghent, District Administrator; Mychal Jones, Plant Superintendent

Date: February 5, 2025

Subject: DISTRICT ADMINISTRATOR AND PLANT OPERATIONS REPORT

This report represents ongoing information on the latest District staff activities on major capital projects and studies, programmatic initiatives, regional collaboration, miscellaneous activities, and Plant Operations. *Updates since the last report are provided in italics below:*

Capital Projects:

Redundancy Project:

Full Update Given at Tonight's Meeting

Cogeneration Project:

- The Project Team is concluding a value analysis and the Project's return on investment has jeopardized the financial viability of moving forward. Staff will be reviewing and will update the board at a future meeting.
- Staff is exploring additional options for beneficial reuse of our digester gas.

Misc:

 District Administrator participated in ranking the County's request for proposal (RFP) and selection of a consultant team for "Engineering, Hydraulic Modeling, and Biological Monitoring services for the Arroyo Grande Waterway Management Program"

Plant Tours:

None

Tentative Items:

TBD

Plant Operations Report

During the reporting period of December 1st – January 31st there were no violations of the District's National Pollutant Discharge Elimination System (NPDES) Permit to report. All process values were within Permit limitations.

Monthly Plant Data for December 2024

Dec 2024	INF Flow MGD	INF Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	BOD % Removal	INF TSS mg/L	EFF TSS mg/L	TSS % Removal	Fecal Coliform MPN/100 mL	Chlorine Usage Ibs/day
Low	2.07	3.0	320	21.3		420	14.7		<1.8	84
High	2.46	4.6	574	49.2		607	27.0		70	281
Dec 2024 AVG	2.29	3.52	479	30.4	93.7	513	21.4	95.8	14.1	169
Dec 2023 AVG	2.27	3.6	519	23.6	95.5	544	23.1	95.8	15.4	378
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

Monthly Plant Data for January 2025

Jan 2024	INF Flow MGD	INF Peak Flow MGD	INF BOD mg/L	EFF BOD mg/L	BOD % Removal	INF TSS mg/L	EFF TSS mg/L	TSS % Removal	Fecal Coliform MPN/100 mL	llsage
Low	1.69*	3.0	320	28.0		130	24.0		<1	113
High	2.68	3.9	420	38.0		460	32.0		7.4	338
Jan 2025 AVG	2.27	3.4	352	31.2	91.1	377	27.7	92.7	3.2	214
Jan 2024 AVG	2.27	3.48	456	23.6	94.8	502	22.7	95.5	10	459
Limit	5.0			40/60/90	>80		40/60/90	>80	2000	

Operation and Maintenance Tasks

- Performed lawn care and weed abatement throughout facility.
- Completed conversion of old Secondary Clarifier No. 1 (SC1) pump room into a process control laboratory.
- Temporarily shutdown Grit King grit removal system and performed a temporary leak repair.
- Troubleshot and replaced the Amiad reclaim water filter limit switches.
- Reinstalled well irrigation system for watering of lawn.
- Drained and cleaned out Sodium Hypochlorite chemical containment.
- Removed sludge bed feed pump and sent off for rehabilitation.
- Installed new split seal on Influent Pump No. 3.
- Drained and rinsed all Chlorine Contact Tank (CCT) serpentine channels.
- Replaced gasket on Reclaim Water Pump No. 1.
- Replaced hot water boiler air filter.
- Thoroughly cleaned Fixed Film Reactor (FFR) storage area.
- Electricraft replaced all electrical conductors for Reclaim Water Pumps No. 1 and No.2.
- Checked and marked Underground Service Alerts.

- Reinstalled sludge bed fee pump.
- Replaced 5 light switches in FFR.
- Replaced flare sampling port.
- Performed a hydraulic flush of the FFR.
- Installed new level floats in field sump.
- Installed sun shields on emergency bypass pump controllers.
- Troubleshot effluent flow meter controller input/output signal.
- Troubleshot and repaired loss of signal from disinfection chemical system.
- Installed and painted new laboratory DI water filtration system tank cabinet.
- Began preliminary inspection of Redundancy Project equipment and processes in preparation for commissioning.
- San Luis Powerhouse troubleshot and repaired emergency bypass pump operation.
- Replaced water line ball valves at CCT, Digester No. 1, and Primary Clarifier No. 2 (PC2).
- Set up and ran 6-inch trash pump at SC1 return activated sludge well to break up solids and assist with removing floating scum.
- Set up and ran 6-inch trash pump at Secondary Clarifier No. 2 (SC2) to flush out SC2 effluent well and piping.
- Arroyo Grande Glass installed new door at SC1 Process Control Laboratory.
- Frank's Lock and Key installed new lock at SC1 Process Control Laboratory.
- Street swept entire treatment facility grounds.
- Performed confined space entry into SC1 sump pump to replace control floats.
- Ventura Welding fabricated and welded stainless steel patch on Grit King.

Work Orders Completed

- Performed algae and scum control on all clarifiers.
- Performed preventative maintenance on all clarifier drive units.
- Inspected and cleaned digester vacuum/pressure relief valves.
- Test ran both emergency generators and emergency bypass pump.
- Changed oil in FFR distributor drive.
- Verified disinfection probe calibrations.
- Flushed and verified operation of all sumps throughout treatment facility.
- De-ragged primary clarifier sludge pumps.
- Performed monthly safety walk inspection.
- Performed preventative maintenance on all plant carts.
- Performed FFR orifice and net cleaning.
- Performed preventative maintenance on FFR ventilation fans.
- Performed preventative maintenance on Water Champ chemical flash mixer.
- Performed preventative maintenance on all influent pumps.
- Performed preventative maintenance on 6-inch trash pumps.
- Exercised both 10 MGD effluent pumps.

Training

 Operations staff performed laboratory Demonstration of Capability on Colilert 18 fecal coliform analysis.

Call Outs

There were no call outs during this reporting period.

2025 Exceedances

As of January 27, 2025, all three exceedances that occurred in 2024 have expired. District staff will continue to work diligently to prevent any instance of noncompliance.

Projects

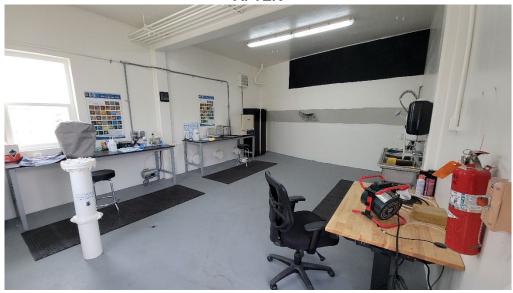
Operations staff completed converting the old Secondary Clarifier No. 1 sludge pump room into a process control laboratory. This new process control laboratory will be used primarily for process control analyses to verify operation of different District treatment processes, primarily the activated sludge process. Analyses that will be performed are suspended solids, settleability, pH, ammonia, nitrite, nitrate, and microscopy of activated sludge.

Operator Justin Musick was the project lead and did a great job completing the project. The conversion included removal of floor coating, installation of new floor and wall paint, installation of new lab bench tables, sink with drainage, water lines, and laboratory equipment as shown in the photos below.











Staff



Operator Billy Romhild and Robert Grajeda performing the removal of the sludge bed feed pump.



Operator Everardo Vargas and Chris Rigoni performing INF Pump No. 3 seal installation.



Operator Mike Arias and Rick Jackman performing the reinstallation of the sludge bed feed pump.



Brian Ventura from Ventura Welding performs installation of stainless-steel patch on District Grit King.



Operator Justin Musick and Everardo Vargas perform pump mixing of the SC1 Return Activated Sludge Well to breakup solids and surface scum.