



Oceano Community Services District

1655 Front Street, P.O. Box 509, Oceano, CA 93475

(805) 481-6730

FAX (805) 481-6836

AGENDA BOARD OF DIRECTORS MEETING

1655 Front Street
6:30 P.M.

August 12, 2009

Oceano
Wednesday

BOARD MEMBERS

Barbara J. Mann, President
Vern Dahl, Director
Mary K. Lucey, Director

Jim Hill, Vice President
Pamela Dean, Director

SECRETARY TO THE BOARD

Kevin D. Walsh
Interim General Manager

DEPUTY SECRETARY TO THE BOARD

Gina A. Davis
Administrative Assistant

FIRE CHIEF

Chief Mike Hubert

UTILITY OPERATIONS SUPERVISOR

Philip T. Davis

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

1. Roll Call
2. Flag Salute
3. Public Comment *
Any member of the public may address the Board on any item of interest within the jurisdiction of the Board. The Board will listen to all communications; however, in compliance with the Brown Act, the Board cannot act on items not on the agenda.
4. Board Member Items/Discussion *
5. Review and Approval of Minutes
 - a. July 22, 2009
6. Reports *
 - a. Brian Hascall, Commander, Sheriff's South Station
 - b. Fire Department for the Month of July, 2009

7. Fire Items
 - a. RFP for Engine Exhaust Removal System *
Discussion regarding status of RFP and possible action
 - b. MOU with Fire Captains
Review and approval of Memorandum of Understanding Between International Association of Fire Fighters Local 4403 and OCSD
8. Utility Items
 - a. Cleaning and Inspection of District Sewer and Water Lines
Continual Disclosure of the Emergency Declared by the Board of Directors Concerning the Cleaning and Inspection of the District Sewer and Water Mains.
 - b. Lopez Reservoir Expansion
Discussion regarding continued financial participation in the Lopez Enlargement Project.
9. Administrative Items
 - a. Interim Funding for the Period August 16 through October 15, 2009, while Budget for 2009-10 is in Progress
Consideration of Resolution 2009-08. A Resolution Adopting an Interim Budget for the Period August 16 through October 15, of the Fiscal Year 2009-2010
 - b. Old Business – No Status Change/No Report *
 - (1) Drainage Issues
 - (2) FYE 063008 Audit
 - (3) Review of Codification Sections
 - (4) 2008-09 District Goals
 - (5) Fire Consolidation
10. Reports of District Representatives *

This item gives the President and Board Members the opportunity to present reports to other members regarding committees, commissions, boards, or special projects on which they may be participating.

 - a. PRESIDENT BARBARA MANN

| | | |
|-----|----------------|------------|
| (1) | SSLOCSD | 08 05 2009 |
| (2) | WRAC | 08 05 2009 |
| (3) | Fire Committee | 08 11 2009 |
| (4) | Other | |
 - b. VICE PRESIDENT JIM HILL

| | | |
|-----|---------|------------|
| (1) | SSLOCSD | 08 05 2009 |
| (2) | Other | |
 - c. DIRECTOR VERN DAHL

10. Reports of District Representatives *

d. DIRECTOR PAMELA DEAN

- (1) Fire Committee 08 11 2009
- (2) Other

e. DIRECTOR MARY LUCEY

- (1) Other

11. ADJOURN TO CLOSED SESSION

a. CONFERENCE WITH LEGAL COUNSEL – CONTRACTOR EVALUATION *

CLOSED SESSION – A closed session pursuant to Government Code Section 54957(b)(1) to evaluate performance of District Legal Counsel.

b. PUBLIC EMPLOYMENT *

CLOSED SESSION – A closed session pursuant to Government Code Section 54957(B)(1) to consider the appointment or employment of a public employee. The position under consideration is the General Manager.

c. PUBLIC EMPLOYMENT *

CLOSED SESSION – A closed session pursuant to Government Code Section 64957.6 to meet and confer with the District's designated representative to consider compensation and benefits to its represented employees. The District's designated representatives are Interim General Manager, Kevin Walsh and Ryan Fothergill. Under consideration is the Fire Department's MOU.

d. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION *

CLOSED SESSION – A closed session pursuant to Government Code Section 54956.9(b) to meet with agency's legal counsel concerning pending litigation . (Santa Maria Groundwater Litigation, Santa Clara County, Lead Case # CV 770214)

RETURN TO OPEN SESSION

12. Interim General Manager Items/Discussion *

- a. Water and Sewer Master Plans
- b. Water and Sewer Rate Studies
- c. Grant Writer – Randall Funding & Development
- d. RFP for Engine Exhaust Removal System
- e. Sewer Rehabilitation Project
- f. Other

13. Board Member Discussion *
14. Consideration of Warrants
15. Public Comment *
16. Written Communications
(Correspondence for the Board Received After Preparation of this Agenda is Presented by the General Manager)

Adjournment

* Oral Presentation/Discussion

ALL ITEMS APPEARING ON THE AGENDA ARE SUBJECT TO BOARD ACTION

Consistent with the American with Disabilities Act and California Government Code §54954.2 requests for disability related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires the modification or accommodation in order to participate at the referenced public meeting by contacting the District General Manager or Administrative Assistant at 805-481-6730.

**P.O. Box 599/Oceano, CA 93475
1655 Front Street/Oceano, CA 93445
(805) 481-6730 / FAX (805) 481-6836
www.oceanocsd.org ocsd@oceanocsd.org**



Oceano Fire Department



REPORT for July 2009

During the month of July, the department responded to a total of 59 calls. 32 were in Oceano, 7 were in Grover Beach, 3 were in Arroyo Grande, 9 were with Cal Fire and 8 on the beach. Of the 32 calls in Oceano, 22 were EMS related, 5 fire and 5 miscellaneous call. This put the total as of this report to 475. This time last year the call total was 433. The department averaged 1.9 calls per day. The 4th of July was fairly low key, the department ran 13 calls during the weekend.

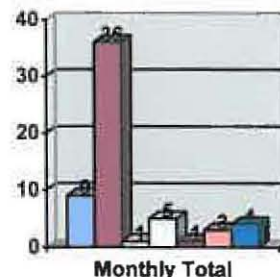
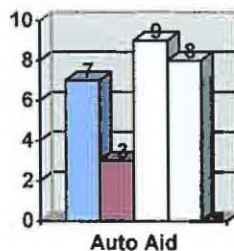
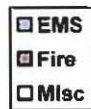
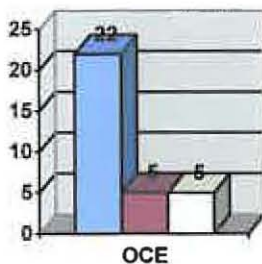
Training-

Joint Training with Arroyo Grande and Grover Beach FD

The departments worked on fire ground operations utilizing flag lots, river and flood water rescue and mass casualty incidents i.e. train derailment, aircraft accidents, and multi car accidents.

Equipment-

E61 was removed from service due to issues with the front and rear brakes. The rear brake shoes and drums and a front brake slake adjuster needed to be replaced. Both items were out of compliance with Department of Transportation and California Highway Patrol.





July 1, 2009 – June 30, 2010

MEMORANDUM OF UNDERSTANDING

BETWEEN

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS LOCAL 4403**

AND

OCEANO COMMUNITY SERVICES DISTRICT

2009 - 2010
MEMORANDUM OF UNDERSTANDING
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403

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**2009 - 2010
MEMORANDUM OF UNDERSTANDING
BETWEEN THE REPRESENTATIVES OF THE
OCEANO COMMUNITY SERVICES DISTRICT AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4403**

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of Memorandum of Understanding shall be from July 1, 2009 through June 30, 2010, and thereafter shall continue from year to year. Either party may request modification by March 15, 2010, in which event, meeting and conferring shall begin no later than April 15, 2010.

ARTICLE 2. RECOGNITION

The District recognizes the IAFF Local 4403 as the sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains and Fire Engineers.

ARTICLE 3. WAGES / INCREASES

The District and the IAFF Local 4403 agree that all position classifications represented by the IAFF Local 4403 shall receive salary increases in the same manner and fashion as are given to other OCSD employees.

ARTICLE 4. APPLICATION OF SALARY STEPS

Beginning Salary- A new employee shall receive the minimum salary for the position. When it is difficult to hire qualified personnel or when a person of unusual qualifications is engaged, the General Manager may request the Board to authorize appointment at a higher step. The Board must approve any appointments at a step higher than the second pay step.

Step Placement After Reclassification, Promotion or Success in Open Recruitment- If an employee is reclassified, promoted or applies and is successful through open recruitment for a position compensated at a higher range than his/her original position, the employee shall be placed at the lowest possible step that insures a minimum five percent (5.00%) increased salary, provided, however, that nothing contained herein shall affect the provisions of Article 5. If after reclassification, promotion or successfully competing in open recruitment, the employee's range provides for less than a five percent (5.00%) increased salary, then the employee will be placed at the same step in the new range that he/she held in his/her prior range, per the OCSD Plan of Payment and Compensation Salary Schedule for the Fiscal Year Ending June 30, 2009, as attached hereto as "Attachment 1". Any other

provision or attachment to this Agreement to the contrary notwithstanding, the parties acknowledge and agree that any represented employee that is a party to this agreement will be paid no less than the hourly rate at which he or she is paid at the time of execution of this agreement.

ARTICLE 5. ADVANCEMENT IN PAY

Progression from one step to the next, within a range in the payment and compensation plan, shall be made at the probationary period's conclusion and shall be based upon the rating as adjusted in the employee's most recent annual performance evaluation by the employee's immediate superior.

After the satisfactory conclusion of the probationary period, progression from one step to the next, within a range in the payment and compensation plan, shall be based upon the rating as adjusted in the employee's most recent annual performance evaluation by the employee's immediate superior.

The Fire Chief will then make his/her recommendations to the General Manager, who shall review procedures and approve or disapprove increases.

ARTICLE 6. EDUCATIONAL PAY

IAFF members shall receive educational pay in the same manner and fashion as is given to any other OCSD employee.

ARTICLE 7. UNIFORM AND EQUIPMENT ALLOWANCE

- A. The District will provide uniforms in lieu of granting an annual uniform allowance to members of this unit, to a maximum cost to the District of \$1,000 per employee per fiscal year. All uniforms will be compliant with NFPA Standard 1500 and as determined by the Fire Chief, and shall include items specified in "C" below.
- B. Safety clothing (including safety boots) required in the performance of duties shall be provided by the District. Employees shall be required to report for work in the required uniform and shall wear the required safety clothing when performing hazardous duties.
- C. Standards of maintenance of uniforms and equipment shall be determined by the Fire Chief. Employees are required to maintain these standards, including maintenance, repair and cleaning. Subject to the \$1,000 limit in "A" above, uniforms to be purchased by the District for employees include:
 - 1. Pants (up to 4 pairs)
 - 2. Uniform shirts (2)
 - 3. T-Shirts (up to 4)
 - 4. Jacket with liner (1)
 - 5. Sweatshirts (up to 2)

6. Socks (up to 6 pairs)
7. Belt & Buckle (1)
8. Ball Cap (1)
9. Class A Uniform (1 set)
10. Nameplates, Insignias and Patches
11. BDU Pants (1 pair)
12. BDU Top (1)

After the purchase, the District will provide uniforms on a replacement basis as uniforms are worn out or otherwise not repairable through no fault of the employee.

The above list may be modified by the District in consultation with the Union.

- D. Uniform replacements will be made on an as-needed basis as determined by the Fire Chief or his/her designee.

ARTICLE 8. HOURS OF WORK AND OVERTIME

A. Workday

The normal workday shall be a consecutive twenty-four (24) hour period. A work shift is defined as a work period of twenty-four (24) hours, commencing at 0700 hours and continuing until the next day, ending at 0700 hours (7 a.m. to the following 7 a.m.).

Special assignment may require an employee to work a forty (40) hour work week schedule on a temporary basis. Should an employee be assigned to this schedule, all leave benefits (vacation, sick, holidays, etc.) shall accrue at the 40-hour work week accrual rate and no FLSA is given.

B. Workweek

The normal workweek shall average fifty-six (56) hours of work over the course of a year, except in cases of emergency.

C. Shift Schedule

1. The current work schedule will remain in effect.
2. That work schedule consists of two (2) consecutive twenty-four (24) hours shifts of duty, followed by four (4) consecutive twenty-four (24) hour shifts off, for an effective 48/96 on/off work schedule, over a fourteen day period, illustrated as follows

X = 24-hour on-duty period

O = 24-hour off-duty period

Schedule: XXOOOOXXOOOOXX

3. The Fire Department shall give no less than fifteen (15) days notice prior to changing a shift assignment for non-emergency reasons.

D. Overtime

Overtime shall be paid at time and one-half of the employee's base salary for all actual hours worked in excess of one hundred six (106) hours in a fourteen (14) day cycle and in accordance with the Fair Labor Standards Act (FLSA). Overtime shall be computed to the nearest one quarter (1/4) hour. For those assigned to an eight (8) hour day, overtime shall be paid for hours worked in excess of forty (40) hours per week

E. Compensatory Time

At the request of any employee eligible for overtime pay, his/her supervisor will provide that, in lieu of cash payment for any overtime, he/she may have the choice of time off with pay at the rate of one and one-half (1 and ½) hours for each hour of overtime worked. The department will have a procedure for granting the time off and filling the position in accordance with FLSA. The limit for accrued compensatory time off is one hundred and twenty (120) hours. Compensatory time off in excess of one hundred and twenty (120) hours shall be paid to the employee at the rate of time one and one half (1 ½) of the employee's salary. Upon separation from employment, an employee is entitled to receive cash compensation for any unused compensatory time.

ARTICLE 9. SHIFT EXCHANGES

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and Department policy, provided the replacement is a qualified employee. The District is not responsible for shift exchange arrangements made between employees and is not responsible for any record keeping. Outstanding shift exchange paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the fourteen day cycle. An employee who owes exchange time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time.

ARTICLE 10. MINIMUM STAFFING

Twenty-four (24) hour minimum staffing each day shall consist of one (1) Full-Time Fire Department Captain and when the budget permits (1) Full-Time Engineer. In cases of emergency, a Chief Officer may also elect to add additional staffing, as he/she may deem necessary to mitigate life-threatening situations.

ARTICLE 11. CALLBACK PAY

Employees who respond after hours shall be compensated at the minimum of two (2) hours overtime for each response. If actual work exceeds two (2) hours, then all time worked will be accounted for on an hour for hour basis.

ARTICLE 12. VACATION LEAVE

- A. The purpose of annual vacation leave is to enable each eligible employee to annually return to his/her work mentally and physically refreshed.
- B. Each eligible employee shall be required to have served the equivalent of one (1) year of continuous service with the District in order to be eligible for his/her full annual vacation leave. However, in the event an employee so chooses, he/she may, after six (6) continuous months of service, take vacation leave not to exceed fifty-six (56) working hours with his/her Supervisor's approval.
- C. Employees who terminate employment shall be paid at termination; and upon return of all District-owned property, if any, a lump sum for all accrued vacation leave earned prior to the date of termination.
- D. Vacation leave with pay shall be earned in accordance with the following schedule:

| AFTER: YEARS | = HOURS PER MONTH |
|---------------------|--------------------------|
| 01 | 9.34 |
| 02 | 11.20 |
| 03 | 12.14 |
| 04 | 13.08 |
| 05 | 14.00 |
| 06 | 14.00 |
| 07 | 14.94 |
| 08 | 14.94 |
| 09 | 15.88 |
| 10 | 15.88 |
| 11 | 16.80 |
| 12 | 16.80 |
| 13 | 17.74 |
| 14 | 17.74 |
| 15 | 18.68 |

- E. If for any reason an employee becomes ill during a vacation, the affected employee shall be entitled to utilize such available sick leave in lieu of vacation leave.
- F. Vacation leave may be taken as it accrues. Vacation shall be scheduled at the discretion and convenience of each individual employee, with the consent of the Supervisor, within the limitation necessitated by legitimate operational needs of the District.

- G. In the event the scheduling preferences of two (2) or more employees conflict, the preferences of the more senior employee from date of hire shall govern barring any unusual circumstances.
- H. An employee must use a minimum of 50% vacation leave earned each calendar year during that same calendar year. The balance of the vacation leave remaining unused during that same calendar year may be accrued. Exception is made to this paragraph for all new employees commencing District employment after December 31st of each year so that there is no requirement upon a new employee to use a minimum of 50% of vacation leave earned by the first December 31st after employment commences.
- I. Employees may accrue vacation leave up to a maximum of 315 hours. In the event an employee's accrued vacation leave exceeds the maximum allowable on January 1, the employee shall be paid at his/her January 1 hourly wage rate for those hours accrued in excess of the maximum allowable. Payment shall be made on the first Friday following the first regular payday in January. Upon request of an employee, an exception to the accrual limit may be made upon recommendation by the Fire Chief and approval by the General Manager.

ARTICLE 13. HOLIDAY LEAVE

- A. The following holidays are the designated holidays for full-time Fire Department employees. In lieu of the designated holidays, employees will be provided 6.07 hours of straight-time pay semi-monthly.

- 1. Independence Day
- 2. Labor Day
- 3. Veteran's Day
- 4. Thanksgiving
- 5. Day following Thanksgiving
- 6. Christmas Eve, half day
- 7. Christmas
- 8. New Year's Eve, half day
- 9. New Year's Day
- 10. Martin Luther King Day
- 11. Lincoln's Birthday
- 12. President's Day
- 13. Memorial Day
- 14. Two day per fiscal year of the employee's choice with Supervisor approval (Floating Holiday).

- B. Special Holidays:

Every day designated by the President, Governor, or Board President for public observance as a special, nonrecurring single event, such as the death of a national leader or end of a war shall be a District-paid holiday.

ARTICLE 14. SICK LEAVE

- A. All full-time, permanent employees shall accrue 11.17 hours of sick leave with pay for each month of service. Sick leave shall only be granted in case of a bonafide illness or disability, including disability resulting from pregnancy of the employee or in the event of illness or death of a member of the immediate family or household. Evidence may be required by the General Manager, in the form of a physician's certificate or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave is or has been requested for time exceeding forty eight (48) hours. If an employee leaves the District in good standing, they shall have the option of either converting their accrued sick leave hours to retirement credit with the Public Employees Retirement System or of being compensated for all accrued sick leave not in excess of one hundred and eighty (180) days. If the employee elects to receive the compensation, the compensation shall be at a rate equivalent to 25% of their unweighted hourly salary.
- B. Employees may transfer sick leave on a voluntary basis to a fellow employee who has exhausted all his/her sick leave and vacation leave due to an extended illness or injury. The transfer shall be based on each employee's hourly rate of pay and shall not exceed twenty-four (24) hours of sick leave based on the hourly rate of pay of the receiving employee. The transfer shall be requested on a form provided by the District, be completed by both employees who mutually request such transfer, and submitted for approval to their Fire Chief or the District Manager for final approval. The receiving employee shall not be obligated to repay any transferred leave to the contributing employee, and contributing employee understands that such transfer shall be deemed as if used and will be subject to all other provisions applicable.

ARTICLE 15. BEREAVEMENT LEAVE

Unit employees shall be granted leave by their Fire Chief or the District Manager whenever the affected employee has experienced a death in the immediate family, defined as the spouse, domestic partner, the employee's or employee's spouse's father, mother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, "step" relatives as described above, aunt or uncle, or any other person residing in the same household where attendance to the funeral is necessary.

Such absence by the employee shall be limited to three (3) working shifts per occurrence of paid leave as approved by Fire management. Such leave is not chargeable against sick or vacation leave. As a condition of granting leave for bereavement purposes, the employee must submit an approved declaration or other evidence such as a death certificate or obituary, acceptable to Fire management justifying such absence.

ARTICLE 16. FAMILY LEAVE

The District will comply with all provisions of the federal Family Medical Leave Act ("FMLA") and the State of California Family Rights Act ("CFRA") as they may impose a requirement of compliance on the District.

ARTICLE 17. MILITARY LEAVE

Employees taking military leave with the National Guard or Reserves shall be entitled to full District pay and benefits as required by State statute.

The District will comply with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and the Military and Veterans Code.

ARTICLE 18. MEDICAL LEAVE

Medical leave without pay may be granted for the purpose of recovery from prolonged illness or injury or to restore health, or for pregnancy upon employee's written request to and approved by the Fire Chief or the District Manager, subject to submission of medical certification. During the approved leave period, the District will not pay employee benefits; however, the employee may elect to maintain District medical insurance coverage for employee and dependents at employee's sole cost if such coverage of all individuals is in effect at the time of leave.

ARTICLE 19. EMERGENCY LEAVE

Emergency leave without pay may be granted to any permanent employee who, upon written request to and approved by the Fire Chief or the District Manager, demonstrates that the leave is necessary for personal reasons beyond his/her control or will serve to improve his/her ability as an employee of the District. Emergency leaves may be granted up to a maximum of one (1) year. Upon expiration of an approved emergency leave, the employee shall be reinstated in the position held at the time leave was granted. The leave period shall not be credited to employee seniority or credited toward time served with the District. Failure on the part of the employee on leave to report promptly at the leave's expiration shall be cause for discharge. During the leave period the District will not pay employee benefits; however, the employee may elect to maintain District medical insurance coverage for employee and dependents at employee's sole expense if such coverage of all individuals is in effect sixty (60) days prior to leave application to the District Manager.

ARTICLE 20. JURY DUTY

Employees shall be granted leave, with full pay and no loss in benefits, when called for jury duty, if the employee remits jury fees received for such jury duty. The employee may retain all travel pay or subsistence pay granted by the court because of the employee's participation in jury duty. The employee shall be responsible for notifying his/her supervisor as soon as possible upon receiving notice to appear for jury duty, make every reasonable effort to keep his/her supervisor advised as to the anticipated length of service, and return to work immediately following the end of jury duty service.

ARTICLE 21. MEDICAL, DENTAL, VISION, LIFE INSURANCE

- A. For the period of this MOU, the District shall pay the monthly premiums for medical, dental, vision and life insurance up to a maximum of \$665.00 per month. This amount will not be decreased during the term of this agreement.
- B. Any excess in monthly premium for dependents shall be paid by the employee.
- C. At least twenty one (21) days advanced notice of plan changes are provided to IAFF Local 4403.

ARTICLE 22. RETIREMENT

A. PERS Retirement Contributions

- 1. G.C. Section 21363.1. The PERS 2% at Age 55 Retirement Plan for safety members is provided for unit personnel, with the District paying both the employee's and employer share.
- 2. G.C. Section 21024 and 21027. Employees may buy back, at their expense, retirement service credit for prior military service as permitted by PERS.
- 3. GC Section 20042. The PERS Plan shall be based upon thirty six (36) consecutive month's compensation.
- 4. GC Section 20965. Employees may receive credit for unused sick leave.

B. Retirement Defined

Retirement is defined as the termination of employment at an age when the employee would qualify for an allowance under the Public Employees Retirement System (PERS) and the Districts Personnel Regulations.

ARTICLE 23. PHYSICAL FITNESS

Employees shall be allotted up to one and one half (1½) hours per twenty-four hour shift (including shower/cleanup time) for physical fitness workouts. The time for the workout shall be designated by the Fire Chief or his/her designee. If mission requirements do not allow for the completion of the physical fitness workouts, the workout period may be extended or rescheduled during the shift at the discretion of the Company Officer if time permits.

ARTICLE 24. EDUCATION

A. Definition

For training or certification which is required by job specifications, legal mandates, and/or which is required by the District, the District will provide for such training and/or certification, including paid District time to attend the training and to pay for costs associated with the training, provided that funds for such training are included in the current District budget.

This section does not apply to training courses and/or certifications required for advancement/promotion to a new position.

- B. For training or certification which is encouraged by the District in support of identified programs, the District will provide for such training and/or certification, including providing District time to attend the training and to pay for costs associated with attending the training, provided that the program for which the training and/or certification is related remains in operation and that funds for such training are included in the current District Budget.

ARTICLE 25. PAYCHECKS

The District will pay regular checks on a biweekly basis. The paychecks will be provided to the Fire Department for distribution to employees by 3:00 p.m. the day prior to the designated payday unless technical difficulties occur which are beyond the control of the District. In any event, paychecks will be provided no later than 5:00 p.m. on the District's designated payday. If an error occurs in the amount of the paycheck over two hundred and fifty dollars (\$250.00), upon request by the employee, a corrected check shall be issued to the employee within three (3) business days.

ARTICLE 26. PAYROLL DEDUCTIONS

Requests for changes in and cancellation of Group dues shall be promptly processed by the Group and put into effect by the District at the employee's request. Deductions for dues shall be made twice monthly by the District. Requests for deductions shall be made on District-approved authorization cards.

The IAFF Local 4403 agrees to indemnify and hold the District harmless from any liabilities that may arise as a result of the application of this article.

ARTICLE 27. ANNIVERSARY DATES

All current employee anniversary dates shall be as contained in the current District records. All employees hired after July 1, 1986 shall have an anniversary date the same as date of hire.

ARTICLE 28. PROBATIONARY PERIOD

All appointments shall be tentative and subject to a probationary period of 365 days. The

Fire Chief, with the consent of the District Manager, may extend the probationary period for specified cause(s) that shall be provided in writing to an employee. All probationary employees who are being placed on an extended probationary period shall be given written notice of the extension prior to the expiration of their probationary period. In the event no such notice is given, the employee shall be considered to have successfully completed his/her probationary period. An employee who is in a position that is reclassified shall not be required to complete an additional probationary period. The probationary period shall be regarded as a part of a continuing testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his or her position, and for rejecting any probationary employee whose performance does not meet the required standards of work. The Fire Chief, with the consent of the District Manager, may release the probationary employee from District employment without cause at any time during the probationary period.

ARTICLE 29. PROMOTION

Promotion from Engineer to Captain shall result in an increase in salary. The employee's salary shall be placed on the salary step of the new range which would result in at least a five percent (5%) increase in salary compared to the employee's existing salary. All current employees shall be given consideration for a position opening that will be filled by promotion if they meet the minimum requirements for the position on the date the announcement closes. In the event the promoted party is removed during the probationary period from the position to which promoted, the employee shall not be considered demoted but shall be returned to the range from which promoted if their former position is still available. No changes in step shall occur as a result of an employee passing the promoted position probationary period. A promoted employee shall retain his or her anniversary date held prior to promotion.

ARTICLE 30. POSITION CLASSIFICATION

Classification Changes: During the course of this M.O.U., the District shall notify the employee concerned in case of contemplated change in job content as contained in the classification descriptions that were in effect at the beginning of the agreement.

Working Out of Classification: The term "working out of classification" is defined as a Management-authorized, full-time assignment to a budgeted position on a temporary basis, wherein an individual holding a classification within a lower compensation range performs all significant duties. Pay for working out of classification shall be as follows:

- A. Employees appointed to unfilled positions on an "out of classification" basis will receive acting pay within the range of the higher classification beginning the first day of the assignment
- B. Employees appointed to a position for vacation, sick leave, or other leave of absence coverage will receive acting pay within the range of the higher classification after three (3) consecutive workdays (72 hours) of assignment in the acting position.

Such acting pay shall be a minimum of five percent (5%) over the employee's current salary.

"Out of classification" provisions do not apply to work assignments performed in connection with specific predetermined apprenticeship or training programs or declared conditions of emergency and/or disaster.

ARTICLE 31. TRANSFERS

Transfer of an employee to a position within the employee's current range shall not affect the employee's salary range. Transfer of an employee to a position within a higher range shall be considered a promotion. Transfer of an employee to a lower range shall be considered a demotion.

ARTICLE 32. TEMPORARY POSITIONS

The Fire Chief in consultation with the General Manager may temporarily promote an employee only after entering into a written agreement of the terms of such temporary promotion with the employee.

ARTICLE 33. RESIGNATION

To leave the District service in good standing, an employee must file written notice of termination with the General Manager at least two (2) weeks before the effective date. The General Manager may, however, grant good standing with less notice if he/she determines the circumstances warrant. Resignation may not be withdrawn without the General Manager's approval.

ARTICLE 34. DEMOTION

Transfer of an employee to a lower class shall result in reduction of salary. The employee's salary shall be placed in the identical step in the lower class that the employee enjoyed in the class from which demotion was made.

Demotion can be made for cause, which shall be provided to the employee in writing by the Fire Chief prior to any action taking place. Demotion for disciplinary reasons may be appealed through the grievance procedure by the demoted employee. Demotion for other reasons is not appealable.

ARTICLE 35. LAYOFFS AND DISPLACEMENT

Layoffs:

Whenever, in the judgment of the District, it becomes necessary to make a reduction in force, whenever possible, said reduction shall be accomplished through attrition. Layoffs

shall be made by classification and may be department-wide or by division, program, or function.

Workers subject to a reduction in force shall be given at least forty-five (45) working days' notice prior to the effective date of the layoff. The IAFF Local 4403 shall receive concurrent notice and shall be granted an opportunity to meet and consult with the District to discuss proposed alternatives to a reduction in force.

Permanent full-time employees and permanent part-time employees shall be considered separately when the order of layoff reaches C. and D. below. Nothing herein is intended to require a preference for or against either full-time or part-time permanent employees in the order of layoff.

When one or more workers performing in the same class in a District department is to face a reduction in force, that worker's most recent annual evaluation and seniority shall be used to determine the order of layoff pursuant to the following procedures:

The order of layoff shall be as follows:

- A. Temporary workers in inverse order of seniority (least first);
- B. Probationary employees in inverse order of seniority;
- C. Permanent employees whose most recent annual evaluations were below satisfactory in inverse order of seniority; and
- D. Permanent employees in inverse order of seniority.

"Seniority" for the purposes of this Article shall be defined as the length of service as a permanent full-time employee with the District. When determining seniority for permanent full-time positions within a classification subject to layoff, only permanent full-time service shall be considered.

Displacement:

Permanent full-time employees subject to layoff shall have the right to displace an employee in the same classification or in a different class with the same or lower salary range provided, however, that:

- A. The employee subject to layoff has greater seniority than the employee being displaced and was rated at a minimum of competent/satisfactory in his/her latest evaluation.
- B. If the displacement is to a different class, it must be a class in the Fire Department.

If a position in the laid-off employee's classification, or a similar position in a classification for which the District determines the former employee is suited, becomes available within twenty-four (24) months of layoff, said former employee shall be recalled and offered the position in the inverse order of layoff. If a job in a lower paid classification becomes

available within twenty-four (24) months, the District shall review the previously laid-off employees' qualifications. If such laid-off former employees are qualified in the judgment of the District, he/she may fill the slot(s) until his/her former position becomes available, if ever.

ARTICLE 36. USE OF PRIVATE VEHICLE / MILEAGE RATE

No worker shall be required as a condition of obtaining or continuing District employment, to possess or provide a private vehicle for use in connection with his/her District employment. The District shall reimburse employees at the rate established by the District Board for use of personal vehicles when such employees agree to such use upon stated request of the District. Transportation to and from work shall not be reimbursed.

ARTICLE 37. PERSONNEL FILES

An employee or his/her designee may inspect his/her personnel file and obtain copies of any and all items in that file at employee expense. A copy of all materials placed in an employee's personnel file shall be provided to the employee upon the employee's request. The employee may have placed in his/her personnel file any signed and dated statement of clarification or disagreement to any item or article contained within his/her personnel file.

ARTICLE 38. POSITION VACANCIES

Should the District determine that a vacancy would not be filled, such determination shall be made within one hundred and twenty (120) working days of the date upon which the worker vacated the position. Upon said determination the District will notify the workers in the affected department.

ARTICLE 39. OUTSIDE EMPLOYMENT

No full-time employee shall engage in outside employment or an enterprise that their Fire Chief and the District Manager may find unsuitable and in conflict with their duties or responsibilities or that lessens their effectiveness as a District employee.

ARTICLE 40. MANAGEMENT RIGHTS

The District retains all its exclusive rights and authority under State law and County ordinances and expressly and exclusively retains its management rights, which include but are not limited to:

- A. the exclusive right to determine the mission of its constituent departments, commissions, boards;
- B. set standards and levels of services;

- C. determine the procedures and standards of selection for employment and promotions;
- D. direct its employees;
- E. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- F. maintain the efficiency of governmental operations;
- G. determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
- H. determine methods of financing;
- I. determine style and/or types of District-issued equipment to be used;
- J. determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the District operations are to be conducted;
- K. determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all District functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the District;
- L. assign work to and schedule employees in accordance with requirements as determined by the District and to establish and change work schedules and assignments upon reasonable notice;
- M. establish and modify productivity and performance programs and standards;
- N. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

The IAFF Local 4403 recognizes that the District has, and will continue to retain whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its Community services and work force performing those services in all respects, subject to this Memorandum of Understanding; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievance about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment. Nothing in this Management Rights clause modifies the scope of representation, rights, or responsibilities as defined in the Meyers-Milias-Brown Act.

ARTICLE 41. GRIEVANCE PROCEDURE

Purpose: It is this Article's purpose is to provide a communication procedure through which an employee or employee group may have their complaint heard and decided in an orderly and fair manner.

Grievance Definitions: A grievance is a complaint of an employee or group of employees concerning the interpretation or application of:

- A. Administration of employment conditions, including job description, salary, and benefits in force between the District and the employee.
- B. Working conditions within the General Manager's control, including rules and regulations, and for which no other procedures for orderly complaint solutions exists.

Informal Discussion: Any employee, or employee group, first shall discuss the alleged grievance with the immediate supervisor within twelve (12) working days of the event comprising the alleged grievance. If the employee is still dissatisfied with the supervisor's complaint solution, the grievance may be entered into the grievance procedure.

Procedure: The grievance procedure shall be as follows:

- A. If a complaint or grievance has not been resolved at the informal discussion stage, the grievant may submit his/her complaint in writing, or use a form provided by the District, to the General Manager within five (5) working days of the informal discussion. Within five (5) working days of receipt of such grievance, the General Manager shall investigate and provide a written response to the grievance.
- B. If the response received by the employee does not resolve the grievance, the employee may appeal to the Personnel Committee within five (5) working days of the General Manager's decision. Upon receipt, the Personnel Committee or their designee shall investigate and respond in writing within ten (10) working days to the aggrieved employee.
- C. If, within five (5) working days of receipt of the Personnel Committee's written response to the grievance, the employee is still dissatisfied with the resolution proposed, the employee may appeal in writing for a hearing before the Board. The requested hearing must be held within twenty (20) working days by the Board, whose decision shall be final. Such Board decision shall be in writing, stating the reasons for its decision, and shall be presented to the aggrieved employee within five (5) working days.
- D. It is understood that at any time during these procedures, the employee has the right to representation.

Representation: Nothing contained herein shall be interpreted to preclude an employee, who has been discharged or disciplined, from seeking a solution through the courts or other State administrative channels which are available to him/her.

ARTICLE 42. IAFF LOCAL 4403 ACTIVITIES

- A. The IAFF Local 4403 shall provide the Fire Chief and District Manager with a list of all authorized IAFF Local 4403 representatives and the list shall be kept current.
- B. An employee and/or his/her IAFF Local 4403 representative may, when and to the extent necessary, take official District time without loss of compensation in order to participate in the investigation and processing of a grievance, as provided for in this MOU, upon notification and approval of the immediate supervisor or his/her designee. In no event shall any time granted be subjected to overtime, or cause and overtime situation to occur.
- C. The Fire Chief and District Manager will approve one employee and/or IAFF Local 4403 representative to take official District time to investigate and process a grievance, when and to the extent necessary, and only if it will in no event adversely affect the operational, security, or safety requirements of the District. It is understood that the employee and/or IAFF Local 4403 representative shall make every reasonable effort to perform any of the above activities on off-duty time.

ARTICLE 43. IAFF LOCAL 4403 ACCESS TO WORK LOCATIONS

- A. The District agrees that the authorized IAFF Local 4403 representative shall be granted access to work location(s) to participate in investigation and processing of grievances per the grievance procedure of the MOU or to observe working conditions, upon approval of the Fire Chief and District Manager, when to the extent necessary.
- B. Upon notification and approval of the District Manager or his/her designee, an authorized IAFF Local 4403 staff member is permitted to communicate with the employee(s) and/or IAFF Local 4403 representatives on official District time without said employee(s) and/or IAFF Local 4403 representatives' loss of compensation. It is not the intent of this section to allow general Association meetings on District time but, rather, to allow investigation and discussion of working conditions, grievances, and safety issues.
- C. It is understood that every reasonable effort shall be made to perform the above activities on off-duty time.

ARTICLE 44. IAFF LOCAL 4403 USE OF DISTRICT FACILITIES

- A. The IAFF Local 4403 may, with prior approval of the District Manager, be granted the use of District facilities for meetings of Group members, provided space is available. No use fee will be charges.
- B. The District agrees to furnish bulletin board space of reasonable size for posting of IAFF Local 4403 materials.

ARTICLE 45. IAFF LOCAL 4403 MEET AND CONFER REPRESENTATION

One (1) IAFF Local 4403 representatives shall constitute the maximum on duty number of employees for meet and confer sessions with District representatives on District time during representatives working hours for the purpose of meeting and conferring in good faith without loss of pay or any benefits.

ARTICLE 46. NO STRIKE/NO LOCKOUT

The Group agrees that during the term of the Memorandum of Understanding, neither the Group nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

ARTICLE 47. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination in accordance with state and federal law.

Employees may elect to exercise their right to join and participate in the activities of the IAFF Local 4403 for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said unit. The District and the IAFF Local 4403 agree that each employee shall be treated equally, fairly, and with dignity and respect.

The IAFF Local 4403 and the District agree to support the Affirmative Action Program established by the District and that there shall be no discrimination within their respective organizations because of race, religion, creed, color, national origin, ancestry, disability (mental and physical), medical condition, marital status, sex, age, sexual orientation, political belief, or Union membership.

Any party alleging a violation of this article shall have the burden of providing the existence of a discriminatory act or acts and/or proving that, but for such act or acts, the alleged injury or damage to the grievant would not have occurred.

Discrimination complaints based on unit membership and/or activity shall continue to be subject to the grievance procedure.

ARTICLE 48. M.O.U. IMPLEMENTATION

Both parties agree the terms of this Memorandum of Understanding, to the extent that the law permits, supersede provisions of all other practices, memoranda, resolutions, and

rules of the District that conflict with provisions of this Agreement with regard to the parties hereto and the matters referenced herein.

ARTICLE 49. MAINTENANCE OF BENEFITS AND TERMS AND CONDITIONS

All benefits, terms and conditions of employment enjoyed by unit employees as of July 1, 2009, shall remain in full force and effect unless modified by a subsequent Memorandum of Understanding or by mutual agreement, in writing, of the parties.

ARTICLE 50. SAVINGS CLAUSE

Should any provision of this Agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

Article 4

OCEANO COMMUNITY SERVICES DISTRICT
PLAN OF PAYMENT AND COMPENSATION
SALARY SCHEDULE
For the Fiscal Year Ending June 30, 2009

3.30% Proposed Pay Increase Included

| STEP Differential: | 2.5% | 2.5% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | |
|--------------------------------------|--------|----------|--------|---------|---------|---------|---------|----------|
| STEPS: | a | b | c | d | e | f | g | h |
| | Hire | 8 months | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | 10 Years |
| <u>Administrative Assistant</u> | | | | | | | | |
| Hourly | 22.42 | 22.88 | 23.55 | 24.73 | 25.98 | 27.26 | 28.63 | 30.06 |
| Annual | 46,625 | 47,791 | 48,986 | 51,435 | 54,007 | 56,707 | 59,543 | 62,520 |
| <u>Office Manager</u> | | | | | | | | |
| Hourly | 18.58 | 19.06 | 19.54 | 20.51 | 21.54 | 22.61 | 23.75 | 24.93 |
| Annual | 38,676 | 39,642 | 40,633 | 42,665 | 44,798 | 47,038 | 49,390 | 51,860 |
| <u>Account Clerk II</u> | | | | | | | | |
| Hourly | 15.50 | 15.88 | 16.28 | 17.09 | 17.95 | 18.85 | 19.79 | 20.78 |
| Annual | 32,230 | 33,035 | 33,861 | 35,554 | 37,332 | 39,199 | 41,159 | 43,216 |
| <u>Account Clerk I</u> | | | | | | | | |
| Hourly | 14.20 | 14.58 | 14.92 | 15.67 | 16.45 | 17.28 | 18.14 | 19.05 |
| Annual | 29,544 | 30,282 | 31,039 | 32,591 | 34,221 | 35,932 | 37,729 | 39,615 |
| <u>Utility Operations Supervisor</u> | | | | | | | | |
| Hourly | 23.04 | 23.61 | 24.20 | 25.41 | 26.68 | 28.02 | 29.42 | 30.89 |
| Annual | 47,915 | 49,113 | 50,340 | 52,857 | 55,500 | 58,275 | 61,189 | 64,248 |
| <u>Utility Systems Lead Person</u> | | | | | | | | |
| Hourly | 19.32 | 19.80 | 20.30 | 21.31 | 22.38 | 23.49 | 24.67 | 25.90 |
| Annual | 40,180 | 41,184 | 42,214 | 44,324 | 46,541 | 48,868 | 51,311 | 53,877 |
| <u>Utility Systems Operator</u> | | | | | | | | |
| Hourly | 15.50 | 15.88 | 16.28 | 17.09 | 17.95 | 18.85 | 19.79 | 20.78 |
| Annual | 32,230 | 33,035 | 33,861 | 35,554 | 37,332 | 39,199 | 41,159 | 43,216 |
| <u>Fire Captain</u> | | | | | | | | |
| Hourly | 17.04 | 17.47 | 17.91 | 18.80 | 19.74 | 20.73 | 21.77 | 22.85 |
| Annual | 35,453 | 36,339 | 37,247 | 39,110 | 41,085 | 43,118 | 45,274 | 47,538 |
| <u>Fire Engineer</u> | | | | | | | | |
| Hourly | 13.69 | 14.03 | 14.38 | 15.10 | 15.85 | 16.65 | 17.48 | 18.35 |
| Annual | 28,488 | 29,181 | 29,911 | 31,406 | 32,977 | 34,625 | 36,357 | 38,175 |

**REPRESENTATIVES OF
OCEANO COMMUNITY
SERVICES DISTRICT**

DATE: _____

**KEVIN WALSH
DISTRICT MANAGER**

**REPRESENTATIVES OF THE
OCEANO CAREER FIREFIGHTER**

DATE: _____

**JOHN BOVA
IAFF LOCAL 4403
CHIEF NEGOTIATOR**

**BRIAN LEATHERS
IAFF LOCAL 4403
NEGOTIATOR**

**CRAIG ANGELLO
IAFF LOCAL 4403
NEGOTIATOR**





International Association of Fire Fighters

Professional Firefighters Local 4403

Serving the Communities of Arroyo Grande, Grover Beach, Guadalupe and Oceano

July 20, 2009

Local 4403 wishes to express its position regarding Article 8 C-2 of the proposed Memorandum of Understanding (MOU) with the Oceano Community Services District (OCSD) dated July 1, 2009 – June 30, 2010.

During the recent negotiations we attempted to alleviate the perceived overtime issue created by the OCSDs' use of the fourteen (14) day Fair Labor Standards act (FLSA) pay cycle. During the creation of the career fire department the OCSD chose to use the existing fourteen (14) day pay period utilized by the OCSD. The use of the fourteen (14) day pay period in conjunction with the fifty-six 56 hour work week of the fire department results in a higher number of overtime hours than would occur with the proposed twenty-four (24) day FLSA work cycle. This has created a perceived over use of overtime within the fire department. As has been discussed during several OCSD board meetings there is a false sense that the members of the OCSD fire department bargaining unit are working a high number of overtime hours every pay period. During the recent negotiations Local 4403 attempted to address this issue by offering to go to a twenty-four (24) day FLSA cycle. This is the same FLSA cycle that the Arroyo Grande bargaining unit of Local 4403 has been using for the past two (2) years. This FLSA cycle was agreed upon in Arroyo Grande for use with the 48/96 work schedule. The members of the Arroyo Grande bargaining unit of Local 4403 are paid six (6) hours of FLSA overtime per pay period. This is also the twenty four (24) day FLSA cycle that is being proposed for the Joint Powers Authority MOU.

As part of the current negotiations the OCSD bargaining unit of Local 4403 would have stipulated to the change in the FLSA work period with an increase to the base salary. The decrease to the FLSA overtime and increase in base salary would have been almost equal, making the proposed Article 8 C-2 a win for both the OCSD and the Local. The OCSD board has chosen not to accept the proposed article, leaving the members of the OCSD bargaining unit of Local 4403 working a fourteen (14) day FLSA cycle.

It is the position of Local 4403 that the OCSD is now in full understanding of the FLSA overtime issue and that no further discussion should need to be held during board meetings when the warrants are reviewed.

The OCSD bargaining unit of Local 4403 is agreeing to accept this MOU in the interest of bargaining in good faith and we look forward to sitting down at the table to create the upcoming Joint Powers Authority MOU.

Sincerely,


John Bova


Brian Leathers


Craig Angello



Oceano Community Services District

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

(805) 481-6780

FAX (805) 481-6886

August 12, 2009

TO: Board of Directors, OCSD

FROM: Kevin D. Walsh, Interim General Manager *KW*

SUBJECT: CLEANING AND INSPECTION OF DISTRICT SEWER AND WATER LINES

Public Contracts Code Section 22050(c)(1) requires that if the governing body orders any action after the emergency has been declared, the governing body shall review the emergency action at its next regularly-scheduled meeting and at every regularly-scheduled meeting thereafter until the action is terminated, to determine, by four-fifths vote, that there is need to continue the action.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, determine, by four-fifths vote, that there is a need to continue the action.

Agenda Item 08 12 2009 8.a.

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Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6886

August 12, 2009

TO: Board of Directors, OCSD

FROM: Kevin Walsh, Interim General Manager *KW*

SUBJECT: Lopez Reservoir Expansion

Background

Enlargement of the Lopez Reservoir has been a topic of discussion at the Zone 3 Technical Advisory Committee (TAC) and the Advisory Committee (Z3AC) for a number of months. Please refer to the attached documents for a brief history of the progress of this planning effort, its current status, a description of the enlargement project, and the costs.

At this point in time the estimated total cost of the project is approximately \$5,000,000. The cost of the preliminary assessment, which is the stage we are at now, is approximately \$230,000. The Oceano Community Services District is being asked to indicate whether or not it will continue to participate in the Enlargement Project by funding its share of the preliminary assessment. That share is estimated to be \$15,387.00.

Discussion

Oceano Community Services District has an admirable history of proactive water supply planning. Our original source of water, the ground basin, has an installed pump capacity equal to meet average demand. OCSD was one of the original participants in the Lopez project as it came to fruition in the 1960's. OCSD has long advocated project participant control and operation of the Lopez project. OCSD was one of only a handful of San Luis Obispo County agencies which recognized the benefit of imported State Water and obtained a significant (relatively speaking) entitlement to that water. And recently OCSD participated in the studies for supplemental recycled and desalinated water.

While our supplies and ultimate demand are near balance, eternal vigilance is the watchword for water supply planning because water supply reliability is not a static condition, but rather fluid, albeit changes come about rather slowly. Therefore, OCSD should continue to be proactive and aware of alternative and supplemental water supply sources. This we have done.

Agenda Item 08 12 2009 8.b.

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OCSD has been tracking with the TAC regarding the enlargement project. And while OCSD recognizes the need for others to more fully explore the Lopez enlargement project, it is not recommended that OCSD pursue this alternative any further at this time. It must be admitted that the current financial uncertainty in our finances drives this decision as much as other technical factors. Primary among those factors is the small (relatively) amount of water that OCSD would get.

It is estimated that the project will increase the safe yield from the reservoir by 5.8%. When one considers that the OCSD share of the reservoir is 303 acre-feet, that would calculate to an additional 17.6 acre-feet of annual supply, not enough to significantly change our current 1,503 acre-feet of total supply.

If it should come to pass that OCSD needs to firm up supply, our best alternative as we know it today would be participation in the County of San Luis Obispo State Water Drought Buffer Program.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll-call vote: Direct the District representatives to TAC and Z3AC to inform those two advisory Committees that OCSD will not financially participate in the Lopez Enlargement project, but supports the efforts of those who want to continue to investigate the feasibility and costs.

Agenda Item 08 12 2009 8.b.



SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Paavo Ogren, Director

County Government Center, Room 207 • San Luis Obispo, CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

July 30, 2009

City of Arroyo Grande
Attention: Mr. Steve Adams
PO BOX 550
Arroyo Grande, CA 93421



Oceano Community Services District Directors
Attention: Mr. Kevin Walsh
PO BOX 599
Oceano, CA 93445

Subject: Lopez Reservoir Expansion – Spillway Raise Project Participation

Dear Agency Representatives:

The Zone 3 Technical Advisory Committee (TAC) and Zone 3 Advisory Committees (Z3AC) have requested that Zone 3 agencies formally advise the District if they wish to participate, fund, and proceed with further preliminary assessments for this potential spillway raise project. This project would provide for the Lopez dam to have the capability of storing an additional 2000 to 5000 gross acre feet of additional water storage capacity by installing operable spillway gates. The added capacity depends on the height of the new gates, yet to be determined and based on impacts of the added height on the structural design and environmental considerations of the existing dam. The estimated total cost of the project is approximately \$5,000,000 according to URS Corporation's November 11, 2008, report.

The TAC unanimously recommended to the Advisory Committee in December 2008 that the agencies move forward with the next steps in investigating a spillway raise project, which would result in providing added storage capacity in the existing Lopez Reservoir. A summary of the spillway raise project issues was presented to the Advisory Committee members this past January. Since then, the cities of Pismo Beach and Grover Beach have formally committed to participating in further preliminary assessment of the project. It is estimated that the next step in the preliminary assessment will cost approximately \$230,000. Attachment 5 below summarizes estimates of participating agency costs depending on which agencies do participate in the next step of the project analysis.

Attached are the following documents which address the scope and project costs:

1. January 7, 2009, Lopez Reservoir Expansion – Spillway Raise Project Advisory Group Recommendations
2. URS November 11, 2008, Preliminary Program-Level Budget and Schedule for Lopez Reservoir Expansion
3. Janet Goldsmith (water rights attorney), February 23, 2009, memo regarding issues related to raising Lopez Dam
4. Zone 3 Spillway Raise July 2009 Project Cost per Acre Foot Summary
5. Spillway Raise Project Projected Feasibility Analysis Participation Cost Estimate July 23, 2009


These documents are also available at www.SLOCountyWater.org under the Zone 3 tab. You can access the reports from the top menu (orange links) by navigating to: Water Resources -> Reports -> Lopez Reservoir Spillway Raise Project Documents.

Since the composition of the TAC has recently changed, and with the current economic conditions, it is now uncertain whether a consensus of the TAC exists in support of whether a spillway raise project should proceed.

It is requested that you schedule this item to be reviewed by your governing body and request a formal-vote be taken to determine if your agency intends to participate. It is requested that your agencies decision be scheduled so that we may have a decision in the near future.

District staff is available to provide additional information regarding these issues. Please contact me at (805) 781-5267, or Doug Bird at (805) 781-5116 for additional details.

Sincerely,



DEAN BENEDIX, R. C. E.
Utility Division Manager

Attachments: As listed above

- c: City of Grover Beach, City Council
- City of Pismo Beach, City Council
- CSA 12 & CSA 12 Water Customers
- Glen Priddy, County of San Luis Obispo, Public Works
- Will Clemens, County of San Luis Obispo, Public Works
- Jennie Brunick, County of San Luis Obispo, Public Works
- Zone 3 Technical Advisory Committee and Advisory Committee Members (distribution list)

File: CF 340.170.01

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SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Paavo Ogren, Director

County Government Center, Room 207 • San Luis Obispo, CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: pwd@co.slo.ca.us

January 7, 2009

Zone 3 Water Agencies

Subject: Lopez Reservoir Expansion – Spillway Raise Project Advisory Group Recommendations

Dear Agency Representatives:

The Zone 3 Technical Advisory Committee (TAC) and Zone 3 Advisory Committees (Z3AC) requested a summary letter be prepared and submitted to Zone 3 Agency representatives summarizing the conceptual proposal for expanding the reservoir. Please note that the TAC unanimously recommended that the Advisory Committee move forward with the next steps in investigating a spillway raise project which would result in providing added storage capacity in the existing Lopez Reservoir. A summary of the project follows.

Spillway Raise Project Summary: In response to requests by the Advisory Committees, District staff retained the services of URS Corporation to evaluate a spillway raise project, which would raise the level of the existing Lopez Dam spillway 3' to 5'. URS prepared a pre-planning assessment of this concept anticipating the installation of Obermeyer gates (See attached Exhibit A, Page 7 of the URS November 11, 2008 Report). The entire document is available at www.SLOCountyWater.org. You can access the report from the top menu (orange links) by navigating to: Water Resources -> Reports -> Lopez Reservoir Expansion Pre-Planning Assessment by URS dated November 11, 2008.

The URS' assessment addressed:

- Potential cost of such a project
- Schedule for project implementation
- Assessment of additional water storage and availability
- Discussion with State Division of Dam Safety regarding spillway raise issues

Assumptions for the project included the following:

1. Forty-two (4200) acre feet per year continued releases for groundwater recharge, environmental and agricultural needs
2. Forty-five hundred and thirty acre feet per year (4530) for continued agency deliveries
3. Determination of potential additional annual yield, i.e. excess water potentially available for agency distribution, was based upon the 36 year historic rainfall runoff history from 1969 to 2004

URS concluded the following:

1. A 3' spillway raise would result in a gross additional storage of 2,850 acre feet
2. Project costs are estimated between \$4.1M and \$4.6M dollars
3. Potential annual additional yield for a 3' spillway raise is estimated to range from 671 to 916 acre feet per year
 - gross capacity increase "one time" project cost is \$1,600 per acre feet
 - net "one time yield" costs are \$4,500 per acre foot (\$4.1M/916AF) to \$6,800 per acre foot (\$4.6M/671AF) based on the historic 36 year period. The actual cost of water per acre foot per year over the life of the project will be reduced proportionally by the number of years the additional water would be available. For example, if the net "one time yield" cost for the added water is \$6,800 per acre feet, and water was available for 10 years at that amount, the actual cost of the water would be divided by 10 and the resultant water net cost would be \$685 per acre foot per year, not including inflation or other influencing factors.
 - "deliverable water" would have been available in 10 of the 19 years, from 1969 to 2004
4. A 4' raise would result in a potential additional annual yield of between 834 and 1,166 acre feet
5. A 5' levy raise would result in a potential additional annual yield of between 974 to 1,371 acre feet
6. Based on a maximum additional storage of 2,850 AF (3' spillway raise) spread over 11 dry years (1986-1996), the increase in potential safe yield is estimated to be 259 AFY.
7. Project is estimated to take 5 years from concept formulation through the end of construction

California Division of Dam Safety (CADOSD) advised the following based on a telephone conversation with URS staff:

1. No detailed review of the project would be provided without a formal project submittal to CADOSD

2. The project would need to maintain the original "pre-project" free board. The freeboard refers to the height of the top of the dam above the spillway.
3. Project would need to extend abutments, evaluate the overall stability and seismic retrofit which has been completed, internal drainage system, and provide no less than the current dam spillway free board capacity.

URS concluded there were no obvious fatal technical flaws as the above items have been conceptualized during the preparation of the cost of the project.

Additional Review Comments:

- a. The storage in Lopez Lake is currently 49,400 AF, so a 3' spillway raise would increase the storage by about 5.8%. An estimate of additional "safe" yield could be to multiply the current safe yield of 4,530 AFY by 5.8% which results in an additional yield of about 260 AF. This also roughly equals the additional yield of the 2850 AF distributed over 11 years.
- b. The cost of water per acre-foot per year can be based on a 50 year time frame. Over 50 years, the additional yield of 260 AFY would total 13,000 AF. Using a cost of \$4.6M to create the additional storage resulting from a 3' spillway raise, this would result in a cost of about \$350 per acre-foot (excluding inflation, etc).
- c. No water rights considerations were evaluated during this review. The proposed project would impound (i.e. "appropriate") additional water above the amount currently authorized in the State issued water rights permit. A determination needs to be made regarding the availability (or lack thereof) of additional rights to appropriate additional available water.

Technical Advisory Committee Recommendation

The Technical Advisory Committee unanimously recommended to the Zone 3 Advisory Committee that the project should proceed to the next step. The estimated schedule does not include Habitat Conservation Plan (HCP) coordination delays and/or HCP processing coordination. Estimated costs for the next step of the project include the following:

1. Preparation of a concept formulation/benefit assessment at an estimated cost of approximately \$70,000
2. Preparation of an alternatives assessment and engineering feasibility study, estimated cost \$160,000

Project Participation

Since this project is classified as a "Type 3" project under existing District/Agency contracts, agencies which support pursuing this project would need to provide funding for the project. Establishment of a lead agency to proceed with consultant selection and consultant contract administration is recommended.

HCP Impacts a Consideration

Agencies are cautioned that the formal initiation of this spillway raise project may affect the current habitat conservation plan which is being prepared for the Zone 3 Arroyo Grande Creek Channel. A strategy must be developed to address this issue in order to avoid conflict with and potential further delay of the HCP by the processing and consideration of a spillway raise project.

Agency Action Requested

The Zone 3 Advisory Agency considered the report and recommendations of the TAC on November 20, and requested this summary letter be provided to each agency so Agency representatives could obtain the recommendations of each agency and bring recommendations back to the Advisory Committee for future action.

District staff is available to provide additional information regarding these issues: Please contact me at 805-781-5267, or Doug Bird at 805-781-5116 for additional detail.

Sincerely,

DEAN BENEDIX, R. C. E.
Utility Division Manager

Attachment: Exhibit A Page 7 of the URS November 11, 2008 Report

c: City Council City of Arroyo Grande
City Council City of Grover Beach
City Council City of Pismo Beach
Oceano Community Services District Directors
CSA 12 & CSA 12 Water Customers
Glen Priddy, County of San Luis Obispo, Public Works
Jennifer Colvard, County of San Luis Obispo, Public Works
Zone 3 Technical Advisory Committee Members and distribution list

File: CF 210.11.01

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Memorandum

Date: November 11, 2008

To: Mr. Dean Benedix, Water Resources Engineer, County of San Luis Obispo

From: Steven Tough, Noel Wong

Subject: *Preliminary Program-Level Budget and Schedule for Lopez Reservoir Expansion*

In response to your request, URS has prepared a pre-planning assessment of the concept to install Obermeyer gates at the Lopez Dam spillway that will allow additional storage at Lopez Reservoir. The scope of this assessment was described in our proposal dated February 8, 2008 and was approved and authorized by the County on April 24, 2008.

This memorandum has been prepared for the County to provide an understanding of the potential cost and schedule for implementing the proposed project. The proposed installation of Obermeyer gates is relatively limited in scope in terms of engineering and construction (a photograph of a typical Obermeyer Gates installation is shown in Exhibit A). However, this is a project that involves the provision of additional water supply (storage and diversion) from a live stream. As such, the process and time required to obtain all the permits to implement such a project is quite involved and complex, no different than any other surface water storage and supply project. This leads to a relatively high cost for environmental studies and permitting, compared to engineering and construction.

In order to do an initial assessment of additional water supply available from the Obermeyer gates installation, a preliminary re-operation model of the reservoir was undertaken by Stetson Engineering. Stetson utilized the existing Lopez Lake operations model developed for use in the Habitat Conservation Plan (HCP) process. The simulation period for the model is 1969-2004. The proposed 3-foot raise assumes an additional storage capacity of 2,850 acre-feet (AF), increasing the maximum storage capacity of Lopez Lake from 49,400 AF to 52,250 AF. Stetson's draft technical memorandum is included at the end of this memorandum.

Three scenarios from the modeling are presented, giving potential additional yield values ranging from 671 to 916 acre-feet/year (AFY). The results are summarized in Table 1. All scenarios assume a constant pipeline diversion of 4,530 AFY consistent with the Contractor Entitlements listed in the Zone 3 Urban Water Management Plan 2005 Update (2005 UWMP). All scenarios also assume a minimum of 4,200 AFY downstream releases to maintain groundwater levels (per 2005 UWMP). The downstream release values used in the model are taken as the maximum of the groundwater level maintenance (4,200 AFY) or the HCP instream fish flows (see Table 1-1 in Attachment 1). It should be noted that fish releases under the HCP are not finalized, and there would be a reduction in potential additional yield from the raise if the fish releases were to increase in the future.

Table 1 – Potential Yield Results for a 3-foot raise

| | |
|--|----------------|
| Scenario A – Maximum of groundwater level maintenance (4,200 AFY distributed evenly throughout the year to accommodate stream maintenance requirements) and HCP fish flows, resulting in a total of 4,247 AFY. | 916 AFY |
| Scenario B – Maximum of groundwater level maintenance (4,200 AFY concentrated in dry season) and HCP fish flows (additional stream maintenance releases during winter season), resulting in a total of 5,733 AFY. | 671 AFY |
| Scenario C – Identical to Scenario A except water stored over 2 years. | 731 AFY |

Table 1-2 in Attachment 1 indicates the annual additional yield results for the time period of 1969 – 2004.

A brief summary of the variations of the three scenarios is provided below:-

- **Scenario A** – This scenario assumes that a total of 4,247 AFY (refer Table 1-1 in Attachment 1) downstream releases would be released each year, evenly distributed throughout the year. This scenario assumes that the entire 2,850 AF is diverted in the same year the water is stored (i.e. no carryover to following year).
- **Scenario B** – This scenario assumes that the 4,200 AFY allocated to downstream releases would be released each year, but distributed only during the irrigation season (April through November). During the winter months additional downstream release are added from the HCP instream fish flows. This scenario also assumes that entire 2,850 AF is diverted in the same year the water is stored.
- **Scenario C** – This scenario is identical to Scenario A, except it is assumed that the diversion of the additional 2,850 AF occurs over two years (1,425 AFY). Therefore, water not used in the first year can be spilled (and lost) in subsequent years.

Based on the maximum additional storage of 2,850 AF spread over 11 dry years (1986-1996), the increase in potential safe yield is estimated to be 259 AFY.

Assumptions made in the model regarding the diversion of the water stored by the 3-foot raise include that the water is diverted through pipeline (as opposed to being released downstream in the river channel). Also, the water diverted is assumed to be distributed evenly over the months of June to September for any given year.

In addition to the 3-foot raise model, a 4-foot and 5-foot raise were also modeled for Scenarios A, B & C. Table 1-3 and Table 1-4 in Attachment 1 show the “calculated” yield results for a 4-foot and 5-foot raise respectively; no other assessment (such as estimated cost) was carried out.

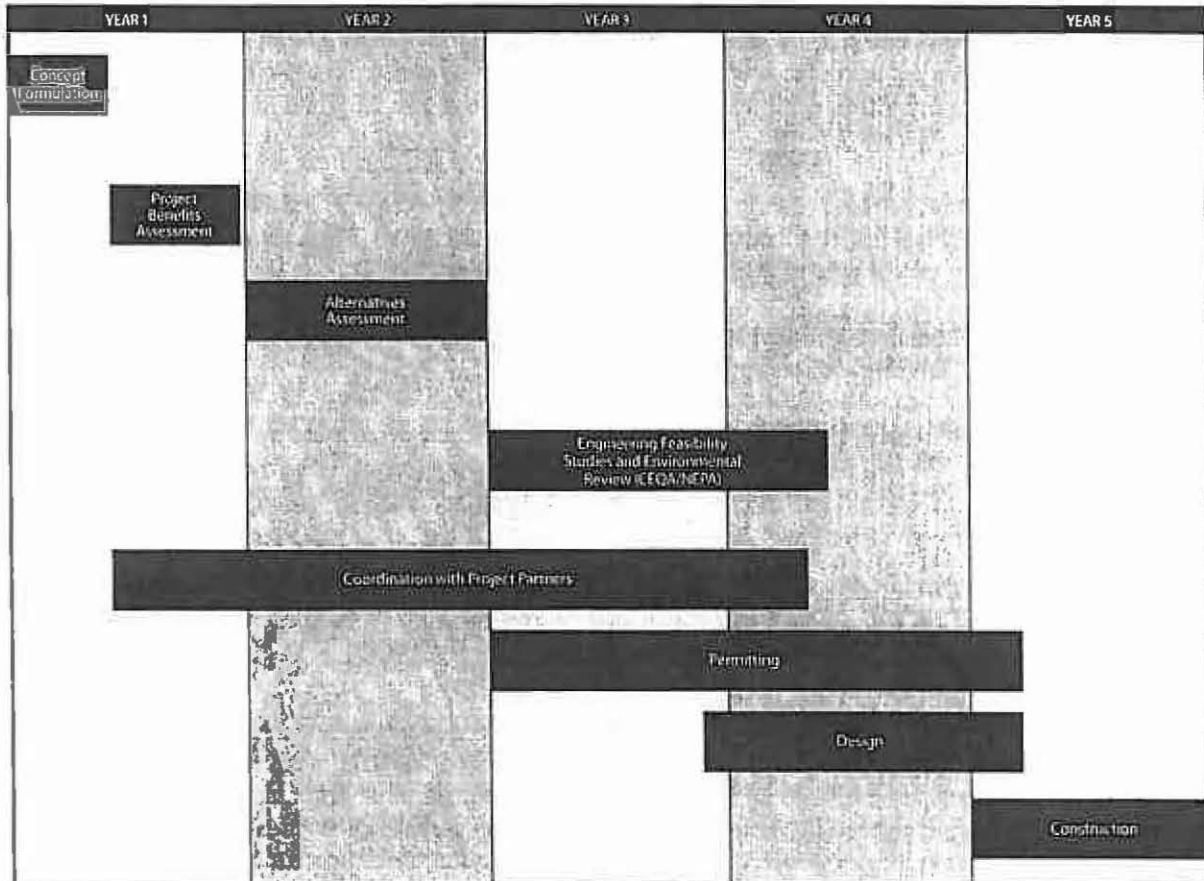
A preliminary program-level budget and schedule for planning purposes, based on an assumption that there are no fatal flaws, is presented below. Budgets estimated for planning and feasibility studies, engineering design, environmental review, permitting, legal, administration, construction, and potential mitigations are summarized in Table 2. A schedule to complete these activities is shown in Figure 1. In summary, assuming that the project is feasible and permissible, we estimate that it will take 5 years to

implement from planning and feasibility studies through construction, and the estimated cost may range from about \$4.1 to 4.6 million (in 2008 dollars). A brief description of the major activities included in Table 2 is provided in Attachment 2.

Table 2 – Preliminary Program-Level Budget Estimates

| | Estimated Budget (x \$1,000) | Assumptions |
|---|---------------------------------|---|
| Concept Formulation/Benefits Assessment | 70 | 3% of higher estimated construction budget |
| Alternatives Assessment/Engineering Feasibility | 160 | 7% of higher estimated construction budget |
| Environmental Review/Permitting | 680 | 30% of higher estimated construction budget |
| Detailed Design | 180 | 8% of higher estimated construction budget |
| Construction | 1,800 – 2,250 | Installation of Obermeyer Gates + Embankment Works as required (includes 30% contingency) |
| Engineering Services during construction | 270 | 12% of higher estimated construction budget |
| Mitigation | 500 | Allowance |
| Administration, Legal & Finance | 450 | 20% of higher estimated construction budget |
| Total Estimated Project Cost | 4,100 – 4,600 | |

Figure 1 – Preliminary Program-Level Schedule Estimate



A preliminary evaluation of the cost of the potential new supply of water from a 3-foot raise was estimated, and a comparison to other water supply projects was attempted. The results can be summarized as follows:-

- Based on the preliminary yield analysis and cost estimate prepared within this memorandum, the cost for a 3-foot raise at Lopez dam ranges from \$4,500 per AF to \$6,800 per AF. In terms of storage, the 3-foot raise provides an additional storage of 2,850 AF at a cost of about \$1,600 per AF of storage.
- New reservoir storage dams (constructed along the Front Range in Colorado):-
 - Highway 93 dam - Construction was completed on this dam in 2007 in the City of Arvada. The reservoir storage is 1,960 AF (this is comparable to the 2,850 AF additional storage generated from the 3-foot raise at Lopez). The estimated cost for storage was about \$7,400 per AF.
 - Dunes dam - Constructed for Denver Water and completed in 2006, the reservoir storage was 5,460 AF and the estimated cost for storage was about \$1,500 per AF.
- Desalination Facilities:-
 - Marin Municipal Water District (MMWD) published an engineering report from 2007 on their website (http://www.marinwater.org/documents/EngRepDesal_Engineering_Rep_012607_RevES4.pdf) detailing the results of a pilot study on a seawater desalination facility to treat water from the Northern San Francisco Bay. The report includes preliminary cost estimates for four construction alternatives (Case A-D) for a full-scale desalination facility. Table 3 summarizes the total water cost estimates.

Table 3 – MMWD Desalination Facility Water Cost Estimates

| SWRO Facility Capacity | Case A: 5 MGD Not Expandable | Case B: 5 MGD "Regular" Expansion | Case C: 5 MGD "Rapid" Expansion | Case D: 10 MGD "Regular" Expansion |
|---|------------------------------|-----------------------------------|---------------------------------|------------------------------------|
| Annual Production in AF | 5,300 | 5,300 | 5,300 | 10,600 |
| Estimated Desalination Facility and Intake Capital Cost | \$81,789,000 | \$85,908,000 | \$108,250,000 | \$121,560,000 |
| Annualized Capital Cost | \$5,324,464 | \$5,592,611 | \$7,047,075 | \$7,913,556 |
| Annual Operating Cost | \$6,100,000 | \$6,100,000 | \$6,100,000 | \$10,800,000 |
| Total Desalination Facility Annual Costs | \$11,424,464 | \$11,692,611 | \$13,147,075 | \$18,713,556 |
| Desalination Facility Water Cost, \$ per AF | \$2,156 | \$2,206 | \$2,481 | \$1,765 |
| Estimated Distribution System Improvements Capital Cost | \$22,600,000 | \$22,600,000 | \$42,000,000 | \$42,000,000 |
| Annualized Capital Cost | \$1,471,260 | \$1,471,260 | \$2,734,200 | \$2,734,200 |
| Total Project Annual Costs | \$12,895,724 | \$13,163,871 | \$15,881,275 | \$21,447,756 |
| Total Water Cost, \$ per AF | \$2,433 | \$2,484 | \$2,996 | \$2,023 |

- o Tampa Bay Water district has a fully operational seawater desalination facility in their district, completed at the end of 2007. The total construction cost was estimated at \$158,000,000, with an estimated production capacity of 28,000 AFY. The cost of water produced at the plant is currently \$1,100 per AF (3.38 per 1,000 gallons). Information on the facility can be found at the following websites:-
<http://www.tampabaywater.org/watersupply/tbdesaloverview.aspx>
<http://www.wateronline.com/article.mvc/Desalination-Plant-Delivering-Clean-Drinking-0001?VNETCOOKIE=NO>
- Other raises using Obermeyer Gates:
 - o A request was made to Obermeyer Hydro for cost information regarding other raises undertaken using Obermeyer gates installation, but they were not able to provide the information.

With concurrence from the County, we also contacted the California Division of Safety of Dams (DSOD) to review the proposed usage of Obermeyer gates at Lopez Dam. The purpose of contacting the DSOD was to identify any fatal technical flaws and/or other major issues that would have to be resolved as part of the approval process of the proposed project.

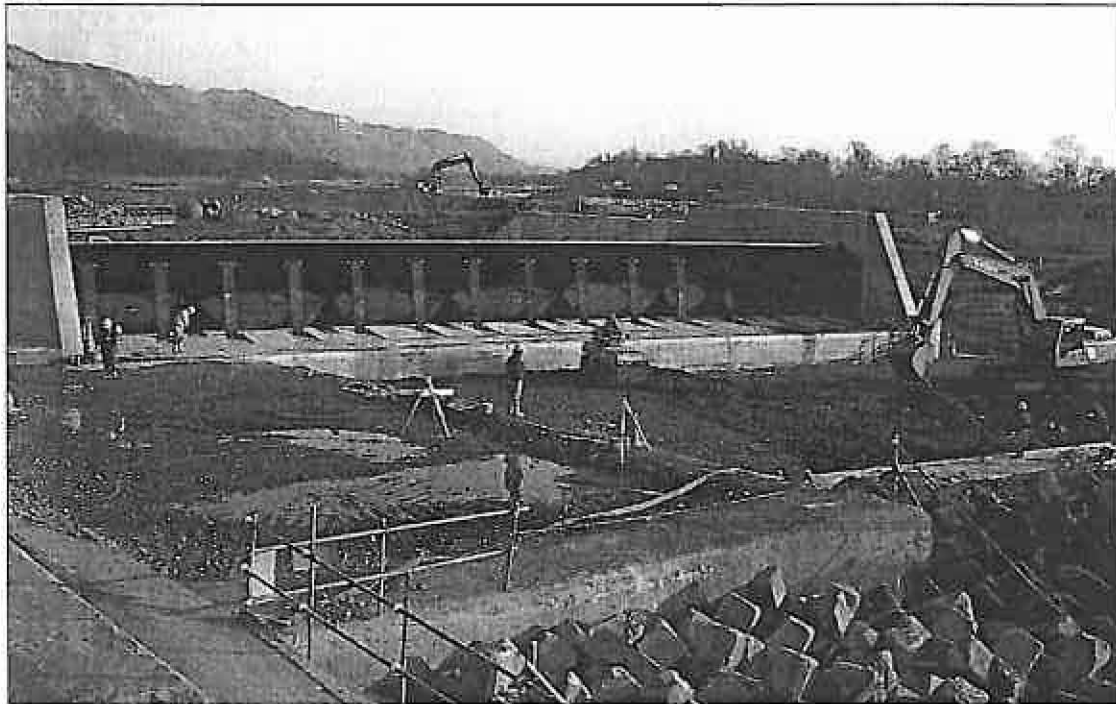
We talked with Mr. John Vrymoed, Chief of Design Branch of DSOD. He indicated that their responses at this stage of the project will only be general because they will not be able to commit staff time to review the project until it is more advanced and the owner is in a position to submit an application to modify the dam.

Mr. Vrymoed did indicate that maintaining the same or more freeboard will be critical, even for 3 to 4 feet of temporary storage utilizing Obermeyer gates. He cited Brooktrails 3 North Dam in Mendocino

County as an example where the dam crest had to be raised 4 feet and extended into bedrock at the abutments when Obermeyer gates were installed. The other area of concern will be adequate internal drainage, as in the case of the proposed expansion of Paradise Reservoir in Butte County where the internal filter and drainage zones will have to be extended to accommodate the rise in reservoir pool level. And in the case of Lopez Dam, Mr. Vrymoed said that detailed seismic analyses will also have to be provided to confirm that the seismic improvements to the dam and its foundation can accommodate the increased pool level.

The above comments were anticipated prior to discussion with DSOD. An allowance for extending the internal drainage zones and raising the embankment are included in the construction cost estimate of the 3-foot raise. Based on the above discussion, for the purpose of this pre-planning study, we can say there are no obvious technical fatal flaws; but the proposed raise, while small, will be treated just the same as a major dam modification by the DSOD, and detailed studies and detailed design provisions will have to be included.

Exhibit A – Typical Installation of Obermeyer Gates



Attachment 1 – Yield Analysis Results

Table 1-1 – Assumed Distribution of Downstream Releases (AF)

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | TOTAL |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| 4,200 AFY (Distributed evenly throughout year) | 357 | 345 | 357 | 357 | 322 | 357 | 345 | 357 | 345 | 357 | 357 | 345 | 4,200 |
| 4,200 AFY (Distributed from April-November only, based on median monthly historical releases for the period 1969-1994) | 438 | 143 | 0 | 0 | 0 | 0 | 115 | 559 | 732 | 808 | 768 | 637 | 4,200 |
| HCP Instream Fish Flows | 184 | 179 | 184 | 369 | 333 | 369 | 357 | 184 | 179 | 184 | 184 | 179 | 2,886 |
| Scenario A & C | 357 | 345 | 357 | 369 | 333 | 369 | 357 | 357 | 345 | 357 | 357 | 345 | 4,247 |
| Scenario B | 438 | 179 | 184 | 369 | 333 | 369 | 357 | 559 | 732 | 808 | 768 | 637 | 5,733 |

**Table 1-2 Annual Additional Yield
Due to 3-foot raise of Lopez Lake**

| Water Year | Scenario A Maximum of 4,200 AFY releases and HCP fish flows (distributed evenly throughout year) | Scenario B Maximum of 4,200 AFY releases and HCP fish flows (distributed from April- November only) | Scenario C Scenario A with additional storage water stored two years |
|----------------|---|--|--|
| | acre-feet | acre-feet | acre-feet |
| 1969 | 2,850 | 2,850 | 1,425 |
| 1970 | 113 | 0 | 1,425 |
| 1971 | 0 | 0 | 21 |
| 1972 | 0 | 0 | 0 |
| 1973 | 0 | 0 | 0 |
| 1974 | 684 | 0 | 649 |
| 1975 | 0 | 0 | 0 |
| 1976 | 0 | 0 | 0 |
| 1977 | 0 | 0 | 0 |
| 1978 | 2,850 | 0 | 1,425 |
| 1979 | 0 | 0 | 1,425 |
| 1980 | 2,850 | 2,850 | 1,425 |
| 1981 | 0 | 0 | 1,425 |
| 1982 | 1,460 | 0 | 1,411 |
| 1983 | 2,850 | 2,850 | 1,425 |
| 1984 | 2,850 | 2,850 | 1,425 |
| 1985 | 0 | 0 | 1,425 |
| 1986 | 2,850 | 1,573 | 1,425 |
| 1987 | 0 | 0 | 1,425 |
| 1988 | 0 | 0 | 0 |
| 1989 | 0 | 0 | 0 |
| 1990 | 0 | 0 | 0 |
| 1991 | 0 | 0 | 0 |
| 1992 | 0 | 0 | 0 |
| 1993 | 0 | 0 | 0 |
| 1994 | 0 | 0 | 0 |
| 1995 | 0 | 0 | 0 |
| 1996 | 0 | 0 | 0 |
| 1997 | 2,850 | 2,850 | 1,425 |
| 1998 | 2,850 | 2,850 | 1,425 |
| 1999 | 2,850 | 2,850 | 1,425 |
| 2000 | 2,204 | 545 | 1,425 |
| 2001 | 2,850 | 2,083 | 1,425 |
| 2002 | 0 | 0 | 1,425 |
| 2003 | 0 | 0 | 0 |
| 2004 | 0 | 0 | 0 |
| Average | 916 | 671 | 731 |

**Table 1-3. Annual Additional Yield
Due to 4-foot raise of Lopez Lake**

| Water Year | Scenario A | Scenario B | Scenario C |
|----------------|---|---|---|
| | Maximum of 4,200 AFY releases and HCP fish flows (distributed evenly throughout year) | Maximum of 4,200 AFY releases and HCP fish flows (distributed from April-November only) | Scenario A with additional storage water stored two years |
| | acre-feet | acre-feet | acre-feet |
| 1969 | 3,800 | 3,800 | 1,900 |
| 1970 | 101 | 0 | 1,900 |
| 1971 | 0 | 0 | 100 |
| 1972 | 0 | 0 | 0 |
| 1973 | 0 | 0 | 0 |
| 1974 | 684 | 0 | 612 |
| 1975 | 0 | 0 | 0 |
| 1976 | 0 | 0 | 0 |
| 1977 | 0 | 0 | 0 |
| 1978 | 3,800 | 0 | 1,900 |
| 1979 | 0 | 0 | 1,900 |
| 1980 | 3,800 | 3,800 | 1,900 |
| 1981 | 0 | 0 | 1,900 |
| 1982 | 1,445 | 0 | 1,380 |
| 1983 | 3,800 | 3,800 | 1,900 |
| 1984 | 3,800 | 3,800 | 1,900 |
| 1985 | 0 | 0 | 1,900 |
| 1986 | 3,800 | 1,548 | 1,900 |
| 1987 | 0 | 0 | 1,900 |
| 1988 | 0 | 0 | 0 |
| 1989 | 0 | 0 | 0 |
| 1990 | 0 | 0 | 0 |
| 1991 | 0 | 0 | 0 |
| 1992 | 0 | 0 | 0 |
| 1993 | 0 | 0 | 0 |
| 1994 | 0 | 0 | 0 |
| 1995 | 0 | 0 | 0 |
| 1996 | 0 | 0 | 0 |
| 1997 | 3,800 | 3,800 | 1,900 |
| 1998 | 3,800 | 3,800 | 1,900 |
| 1999 | 3,800 | 3,053 | 1,900 |
| 2000 | 2,187 | 541 | 1,900 |
| 2001 | 3,348 | 2,083 | 1,900 |
| 2002 | 0 | 0 | 1,900 |
| 2003 | 0 | 0 | 0 |
| 2004 | 0 | 0 | 0 |
| Average | 1,166 | 834 | 955 |

**Table 1-4. Annual Additional Yield
Due to 5-foot raise of Lopez Lake**

| Water Year | Scenario A | Scenario B | Scenario C |
|----------------|---|---|---|
| | Maximum of 4,200 AFY releases and HCP fish flows (distributed evenly throughout year) | Maximum of 4,200 AFY releases and HCP fish flows (distributed from April-November only) | Scenario A with additional storage water stored two years |
| | acre-feet | acre-feet | acre-feet |
| 1969 | 4,344 | 4,142 | 2,172 |
| 1970 | 94 | 0 | 2,239 |
| 1971 | 0 | 0 | 206 |
| 1972 | 0 | 0 | 0 |
| 1973 | 0 | 0 | 0 |
| 1974 | 684 | 0 | 441 |
| 1975 | 0 | 0 | 0 |
| 1976 | 0 | 0 | 0 |
| 1977 | 0 | 0 | 0 |
| 1978 | 4,750 | 0 | 2,375 |
| 1979 | 0 | 0 | 2,375 |
| 1980 | 4,750 | 4,750 | 2,375 |
| 1981 | 0 | 0 | 2,375 |
| 1982 | 1,431 | 0 | 1,350 |
| 1983 | 4,750 | 4,750 | 2,375 |
| 1984 | 4,750 | 4,750 | 2,375 |
| 1985 | 0 | 0 | 2,375 |
| 1986 | 4,444 | 1,524 | 2,375 |
| 1987 | 0 | 0 | 1,986 |
| 1988 | 0 | 0 | 0 |
| 1989 | 0 | 0 | 0 |
| 1990 | 0 | 0 | 0 |
| 1991 | 0 | 0 | 0 |
| 1992 | 0 | 0 | 0 |
| 1993 | 0 | 0 | 0 |
| 1994 | 0 | 0 | 0 |
| 1995 | 0 | 0 | 0 |
| 1996 | 0 | 0 | 0 |
| 1997 | 4,750 | 4,750 | 2,375 |
| 1998 | 4,750 | 4,750 | 2,375 |
| 1999 | 4,318 | 3,040 | 2,375 |
| 2000 | 2,178 | 541 | 2,375 |
| 2001 | 3,348 | 2,083 | 2,375 |
| 2002 | 0 | 0 | 2,375 |
| 2003 | 0 | 0 | 0 |
| 2004 | 0 | 0 | 0 |
| Average | 1,371 | 974 | 1,157 |

Attachment 2 – Description of Major Activities

The following is a brief description of the major activities included in Table 1 and Figure 1. The project proponent or sponsor, public and other stakeholders will have opportunities to review the findings upon the completion of each activity and determine if the project should be advanced to the next stage.

Concept Formulation – The pre-planning evaluation of the technical feasibility of using Obermeyer gates for the Lopez Dam expansion will consist of an initial, non-detailed yield study to determine the amount of additional water supply made available after the expansion. The pre-planning evaluation will also include an assessment on dam safety concerns related to the possible reduction of freeboard and overall stability of the dam due to the usage of the Obermeyer gates. This stage will include a meeting with the California Division of Safety of Dams (DSOD) to review the proposed concept. It will also identify any fatal technical flaws and/or other major issues.

Project Benefits Assessment – The benefits assessment of the proposed concept will include the following:

- The purpose of the proposed reservoir expansion (who is proposing to undertake the expansion and what does it involve).
- The need for the proposed reservoir expansion (why are we expanding the reservoir and why now is the right time to proceed).
- The applicable existing project conditions (including but not limited to, project engineering and construction history, and present operations).
- Description of alternatives. This will include all relevant alternatives, those that have been described in the County Water Master Plan (CWMP), and a no-build alternative.
- Preliminary list of environmental impacts. This may include land use, public use, recreation, relocations, economic, water quality, downstream water body modification, wildlife impacts, floodplain, threatened and endangered species, cultural resources, temporary construction issues, trees, energy, and visual impacts.
- Environmental review and permitting processes.
- Public involvement.

Alternatives Assessment – Public and stakeholder review will be sought to refine potential alternatives outlined in the project benefits assessment. A comprehensive set of project objectives will be developed. Alternatives will be evaluated based on criteria used for ranking future water supply options presented in the CWMP, which include evaluation of potential additional yield, environmental impacts, cost and funding, risk, reliability, water rights, local control, timing, agricultural impacts, institutional constraints, recreation and/or hydroelectric potential. Alternatives will be evaluated based on the aforementioned CWMP ranking criteria and whether they meet the required goals and objectives provided by other project partners. A “short list” of alternatives that meet the goals and objective will be identified for further development in engineering feasibility studies and environmental review.

Engineering Feasibility Studies – This stage of the project will consist of a detailed feasibility study of the preferred alternative (or a set of alternatives) and further evaluation of the CWMP ranking criteria addressed in the alternatives assessment. Regulatory agencies will be consulted during the feasibility study and provided access to relevant information they may require. The engineering studies will consist of more detailed technical analyses including operational modeling, surveying, geotechnical

investigations, identification of potential impacts and mitigation features, and detailed estimation of project benefits and costs. Significant technical issues will need to be resolved for the feasible alternative(s) during this stage. The alternative(s) will be further developed into a set of detailed alternative plans.

A detailed cost and benefit assessment would also be completed as part of this stage. This analysis would be used in conjunction with the findings of the environmental review process to give potential project partners the information needed to consider project approval and implementation.

Environmental Review (CEQA/NEPA) – The environmental review will involve the preparation of a combined environmental impact document in compliance with CEQA and NEPA regulations. The purpose of the environmental document will be to address environmental resources, analyze potential environmental effects of the proposed alternative(s), detail adverse impacts and expected benefits, and identify mitigation measures. The public and stakeholders will receive a further opportunity during the development of the environmental document to review and comment on the proposed project alternative(s) and any environmental effects and suggested mitigation measures. Work will be performed in compliance with relevant environmental regulations, including the California and Federal Endangered Species Act and the Clean Water Act Section 404, among others.

Permitting – The permitting process would run concurrently with the feasibility studies and continue up until construction activities commence. These permits could include the following:

- Permits for construction in waters of the US,
- Permits for the California and Federal Endangered Species Act,
- Water diversion permits,
- Dam safety certification (modification or enlargement),
- Water quality certification,
- Streambed alteration agreements, and
- Encroachment permits

Design and Construction – Detailed design will commence after the preparation of the draft CEQA/NEPA document and the completion of detailed alternative plans. Detailed design will include the preparation of draft and final drawings at 30%, 65%, 95% and 100% level. These plans will be reviewed by the County and the DSOD at each level. Following the completion of the design and financing arrangements, construction contracts will be issued to construct the reservoir expansion facilities and implement any required mitigation measures.



D R A F T
TECHNICAL MEMORANDUM

2171 E. Francisco Blvd., Suite K • San Rafael, California • 94901
TEL: (415) 457-0701 FAX: (415) 457-1638 E-mail: curtisl@stetsonengineers.com

TO: Noel C. Wong, P.E.
URS Corporation

DATE: July 31, 2008;
rev. Aug. 22, 2008

FROM: Curtis Lawler, P.E.

JOB NO: 2080

RE: Lopez Lake Operations Model Results Concerning Additional Yield from a 3'-Raise

1. SUMMARY

This memorandum summarizes results of operations simulations assuming an increase in the capacity of Lopez Lake due to a 3' raise in the maximum storage water level. The Lopez Lake operations model, developed for use in the Habitat Conservation Plan (HCP) process, was utilized for these simulations. For more information and background regarding the Lopez Lake reservoir operations model please refer to "Final Draft Arroyo Grande Creek Habitat Conservation Plan (HCP) and Environmental Assessment/Initial Study (EA/IS) for the Protection of Steelhead and California Red-legged Frogs" (Stetson Engineers, Hanson Environmental, Ibis Environmental Services; February 2004).

Five scenarios considering different pipeline diversions and downstream releases were simulated in the Lopez Lake operations model as described in Table 1. The simulation period is 1969-2004 (36 years). In the model simulation, the 3'-raise is assumed to increase the storage capacity of Lopez Lake by 2,850 acre-feet for all scenarios, increasing the maximum storage capacity from 49,400 acre-feet to 52,250 acre-feet. The water stored from the 3'-raise is assumed to have been diverted from the reservoir in the same year in order to minimize storage losses and potential spills in subsequent years for Scenarios 1 through 4. Assumptions regarding the diversion of the water stored by the 3'-raise includes that the water is diverted through the pipeline (as opposed to being released downstream in the river channel). Also, the water diverted due to the 3'-raise is assumed to be distributed evenly over the months of June through September for any given year. For Scenario 5, the diversion of the water stored by the 3'-raise is assumed to occur over two years, but otherwise uses the same assumptions as Scenario 3 (Table 1). Under Scenario 5, water not used in the first year can be spilled (and lost) in the subsequent years.

Table 1. Assumptions Used in Scenarios for Diversions and Downstream Releases

| Scenario | | Pipeline Diversion (not including 3' Raise Water) | Downstream Releases |
|----------|--|--|--|
| 1 | HCP Baseline Alternative | constant 4,530 afy | Historical Downstream Releases |
| 2 | HCP Instream Fish Flows Alternative | constant 4,530 afy | Maximum of Historical Downstream Releases or HCP Instream Fish Flows |
| 3 and 5 | Instream Fish Flows w/ 4200 afy (Distributed evenly throughout year) ¹ | constant 4,530 afy | Maximum of Constant 4200 afy Distributed Evenly throughout the year or HCP Instream Fish Flows |
| 4 | Instream Fish Flows w/ 4200 afy (Distributed from April-November only) ¹ | constant 4,530 afy | Maximum of Constant 4200 afy Distributed April thru November or HCP Instream Fish Flows |

Notes

1

| Assumed Distribution of Downstream Releases (all values in acre-feet) | | | | | | | | | | | | | |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | TOTAL |
| 4200 afy (Distributed evenly throughout year) | 357 | 345 | 357 | 357 | 322 | 357 | 345 | 357 | 345 | 357 | 357 | 345 | 4,200 |
| 4200 afy (Distributed from April-November only, based on median monthly historical releases for the period 1969-1994) | 438 | 143 | 0 | 0 | 0 | 0 | 115 | 559 | 732 | 808 | 768 | 637 | 4,200 |
| Instream Fish Flows | 184 | 179 | 184 | 369 | 333 | 369 | 357 | 184 | 179 | 184 | 184 | 179 | 2,886 |
| Instream Fish Flows w/ 4200 afy (Distributed evenly throughout year) | 357 | 345 | 357 | 369 | 333 | 369 | 357 | 357 | 345 | 357 | 357 | 345 | 4,247 |
| Instream Fish Flows w/ 4200 afy (Distributed from April-November only, based on median monthly historical releases for the period 1969-1994) | 438 | 179 | 184 | 369 | 333 | 369 | 357 | 559 | 732 | 808 | 768 | 637 | 5,733 |

Table 2 shows the simulation results showing the potential yields. The 3'-raise would create on average an additional yield ranging from 671 and 1,014 acre-feet/year for the various scenarios. Different assumptions regarding conjunctive use of fish releases and downstream releases for agriculture results in different potential yields from a 3'-raise. It should also be noted that the final decision on releases for fish under the HCP has not been completed and could be modified in the future. If releases for fish were to increase in the future, potential yields from a 3'-raise would be lower due to decreased storage levels.

Figures 1 through 5 show the simulated reservoir storage levels for Scenarios 1-5, respectively. Figures 1 through 5 and Table 2 show that in years when the storage goes above 49,400 acre-feet but is still below 52,250 acre-feet, there is only a partial yield gain compared to the full 2,850 acre-feet storage.

2. ADDENDUM

Six additional scenarios were processed using the Lopez Lake operations model on August 22, 2008. These six scenarios are based on Scenarios 3, 4, and 5 above, except with either 4' or 5' raises of the spillway, instead of a 3'-raise. The assumptions of these new scenarios are shown in Table 3, with the "B" extension indicating a 4'-raise and the "C" extension indicating a 5'-raise. In the model simulation, each 1'-raise is assumed to increase the storage capacity of Lopez Lake by 950 acre-feet. So, the 3', 4', and 5'-raises increase the maximum storage capacity from 49,400 acre-feet to 52,250; 53,200; and 54,150 acre-feet, respectively.

Table 3. Assumptions Used in Additional Scenarios

| <u>Scenario</u> | <u>Description</u> |
|-----------------|---|
| <u>3B</u> | <u>Same as Scenario 3, except with 4' raise</u> |
| <u>3C</u> | <u>Same as Scenario 3, except with 5' raise</u> |
| <u>4B</u> | <u>Same as Scenario 4, except with 4' raise</u> |
| <u>4C</u> | <u>Same as Scenario 4, except with 5' raise</u> |
| <u>5B</u> | <u>Same as Scenario 5, except with 4' raise</u> |
| <u>5C</u> | <u>Same as Scenario 5, except with 5' raise</u> |

Table 4 shows the simulation results showing the potential yields. The 4th-raise would create on average an additional yield ranging from 834 and 1,166 acre-feet/year for the various scenarios. The 5th-raise would create on average an additional yield ranging from 974 and 1,371 acre-feet/year for the various scenarios. Figures 6 through 11 show the simulated reservoir storage levels for Scenarios 3B, 3C, 4B, 4C, 5B, and 5C, respectively.

**Table 2. Annual Additional Yield
Due to 3'-Raise of Lopez Lake¹⁾**

| Water Year | Scenario 1 | Scenario 2 | Scenario 3 | Scenario 4 | Scenario 5 |
|----------------|---------------------------------------|--|--|--|--|
| | HCP Baseline Alternative acre-feet | HCP Instream Fish Flows Alternative acre-feet | Instream Fish Flows w/ 4200 afy (Distributed evenly throughout year) acre-feet | Instream Fish Flows w/ 4200 afy (Distributed from April-November only) acre-feet | Scenario 3 with 3'-Raise Water Taken Over Two Years acre-feet |
| 1969 | 2,850 | 2,850 | 2,850 | 2,850 | 1,425 |
| 1970 | 2,741 | 743 | 113 | 0 | 1,425 |
| 1971 | 0 | 0 | 0 | 0 | 21 |
| 1972 | 0 | 0 | 0 | 0 | 0 |
| 1973 | 0 | 0 | 0 | 0 | 0 |
| 1974 | 2,850 | 907 | 684 | 0 | 649 |
| 1975 | 971 | 0 | 0 | 0 | 0 |
| 1976 | 0 | 0 | 0 | 0 | 0 |
| 1977 | 0 | 0 | 0 | 0 | 0 |
| 1978 | 2,850 | 2,850 | 2,850 | 0 | 1,425 |
| 1979 | 979 | 0 | 0 | 0 | 1,425 |
| 1980 | 2,850 | 2,850 | 2,850 | 2,850 | 1,425 |
| 1981 | 472 | 0 | 0 | 0 | 1,425 |
| 1982 | 2,850 | 2,459 | 1,460 | 0 | 1,411 |
| 1983 | 2,850 | 2,850 | 2,850 | 2,850 | 1,425 |
| 1984 | 2,850 | 2,850 | 2,850 | 2,850 | 1,425 |
| 1985 | 0 | 0 | 0 | 0 | 1,425 |
| 1986 | 2,850 | 2,850 | 2,850 | 1,573 | 1,425 |
| 1987 | 0 | 0 | 0 | 0 | 1,425 |
| 1988 | 0 | 0 | 0 | 0 | 0 |
| 1989 | 0 | 0 | 0 | 0 | 0 |
| 1990 | 0 | 0 | 0 | 0 | 0 |
| 1991 | 0 | 0 | 0 | 0 | 0 |
| 1992 | 0 | 0 | 0 | 0 | 0 |
| 1993 | 0 | 0 | 0 | 0 | 0 |
| 1994 | 0 | 0 | 0 | 0 | 0 |
| 1995 | 2,850 | 0 | 0 | 0 | 0 |
| 1996 | 0 | 0 | 0 | 0 | 0 |
| 1997 | 2,850 | 2,850 | 2,850 | 2,850 | 1,425 |
| 1998 | 2,850 | 2,850 | 2,850 | 2,850 | 1,425 |
| 1999 | 0 | 0 | 2,850 | 2,850 | 1,425 |
| 2000 | 0 | 0 | 2,204 | 545 | 1,425 |
| 2001 | 0 | 0 | 2,850 | 2,083 | 1,425 |
| 2002 | 0 | 0 | 0 | 0 | 1,425 |
| 2003 | 0 | 0 | 0 | 0 | 0 |
| 2004 | 0 | 0 | 0 | 0 | 0 |
| Average | 1,014 | 747 | 916 | 671 | 731 |

1) Assumes no losses incurred to 3'-raise account (i.e. evaporation, seepage).

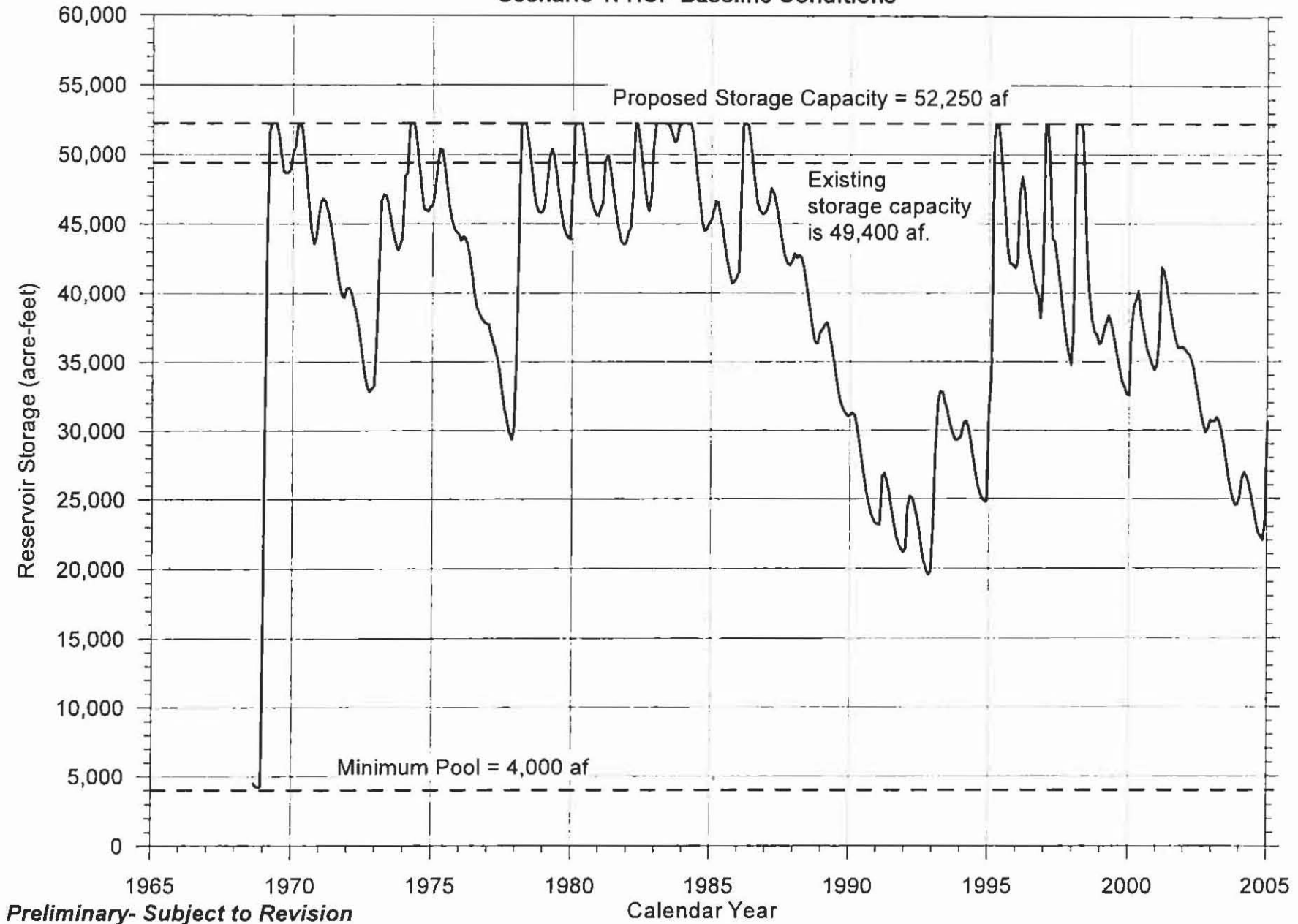
Scenarios 1 through 4 assume the water stored by the 3'-raise is diverted in the same year (which minimizes potential losses to spill in the following year).

Scenario 5 assumes the water stored by the 3'-raise is diverted over two years with some losses to spills.

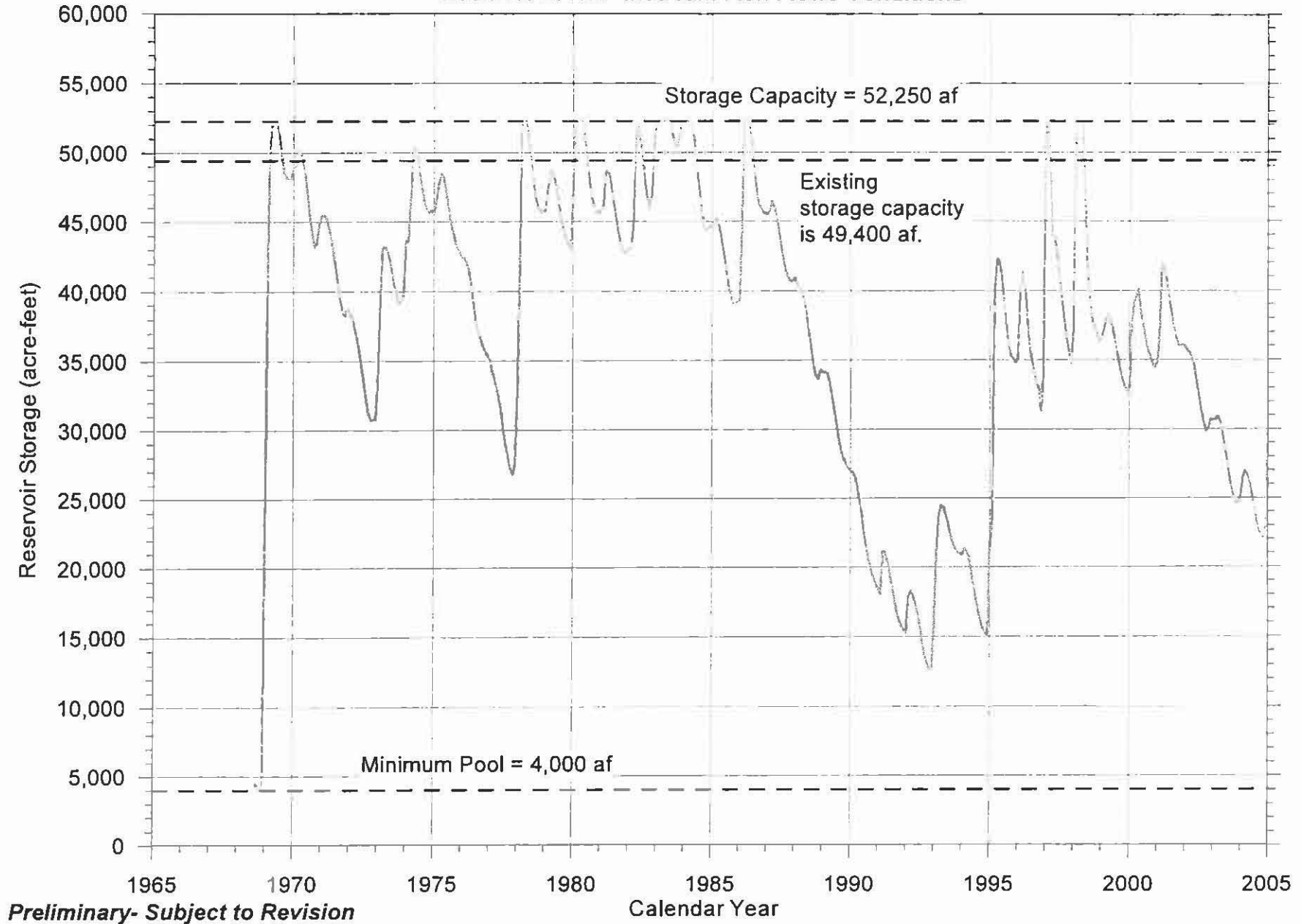
**Table 4. Annual Additional Yield
Due to 4' and 5'-Raise of Lopez Lake**

| Scenario: 3B (4'Raise) 3C (5'Raise) | | 4B (4'Raise) 4C (5'Raise) | | 5B (4'Raise) | 5C (5'Raise) | |
|---------------------------------------|---|-----------------------------|--|--------------|---|--------------|
| Water Year | Scenario 3 series: Instream Fish Flows w/ 4200 afy (Distributed evenly throughout year) | | Scenario 4 series: Instream Fish Flows w/ 4200 afy (Distributed from April- November only) | | Scenario 5 series: Scenario 3 but with 3'-Raise Water Taken Over Two Years | |
| | acre-feet | acre-feet | acre-feet | acre-feet | acre-feet | acre-feet |
| 1969 | 3,800 | 4,344 | 3,800 | 4,142 | 1,900 | 2,172 |
| 1970 | 101 | 94 | 0 | 0 | 1,900 | 2,239 |
| 1971 | 0 | 0 | 0 | 0 | 100 | 206 |
| 1972 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1973 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1974 | 684 | 684 | 0 | 0 | 612 | 441 |
| 1975 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1976 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1977 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1978 | 3,800 | 4,750 | 0 | 0 | 1,900 | 2,375 |
| 1979 | 0 | 0 | 0 | 0 | 1,900 | 2,375 |
| 1980 | 3,800 | 4,750 | 3,800 | 4,750 | 1,900 | 2,375 |
| 1981 | 0 | 0 | 0 | 0 | 1,900 | 2,375 |
| 1982 | 1,445 | 1,431 | 0 | 0 | 1,380 | 1,350 |
| 1983 | 3,800 | 4,750 | 3,800 | 4,750 | 1,900 | 2,375 |
| 1984 | 3,800 | 4,750 | 3,800 | 4,750 | 1,900 | 2,375 |
| 1985 | 0 | 0 | 0 | 0 | 1,900 | 2,375 |
| 1986 | 3,800 | 4,444 | 1,548 | 1,524 | 1,900 | 2,375 |
| 1987 | 0 | 0 | 0 | 0 | 1,900 | 1,986 |
| 1988 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1989 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1990 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1991 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1992 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1993 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1994 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1995 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1996 | 0 | 0 | 0 | 0 | 0 | 0 |
| 1997 | 3,800 | 4,750 | 3,800 | 4,750 | 1,900 | 2,375 |
| 1998 | 3,800 | 4,750 | 3,800 | 4,750 | 1,900 | 2,375 |
| 1999 | 3,800 | 4,318 | 3,053 | 3,040 | 1,900 | 2,375 |
| 2000 | 2,187 | 2,178 | 541 | 541 | 1,900 | 2,375 |
| 2001 | 3,348 | 3,348 | 2,083 | 2,083 | 1,900 | 2,375 |
| 2002 | 0 | 0 | 0 | 0 | 1,900 | 2,375 |
| 2003 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2004 | 0 | 0 | 0 | 0 | 0 | 0 |
| Average | 1,166 | 1,371 | 834 | 974 | 955 | 1,157 |

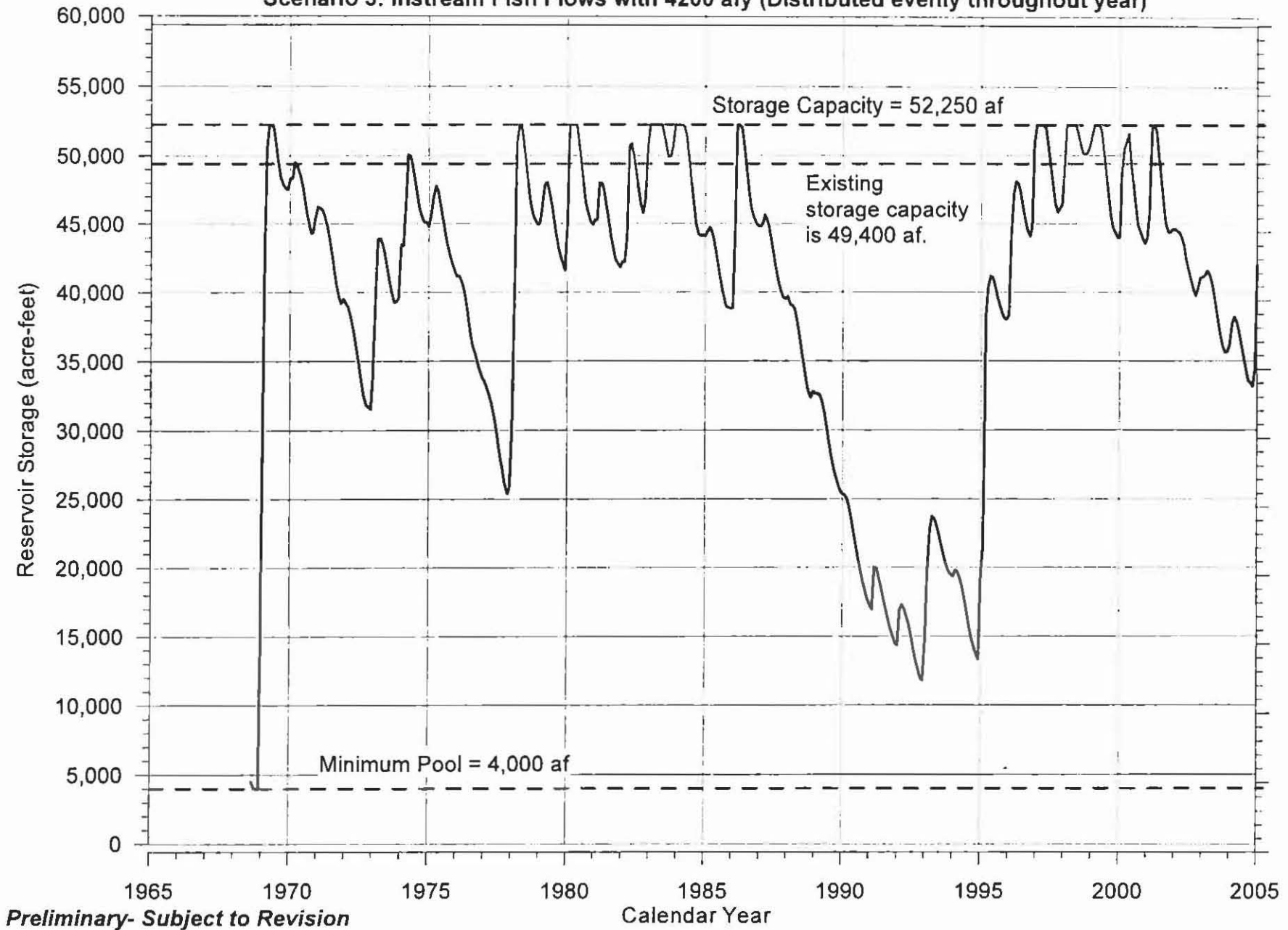
**Figure 1. Simulated Lopez Reservoir Storage Assuming 3'-Raise
Scenario 1: HCP Baseline Conditions**



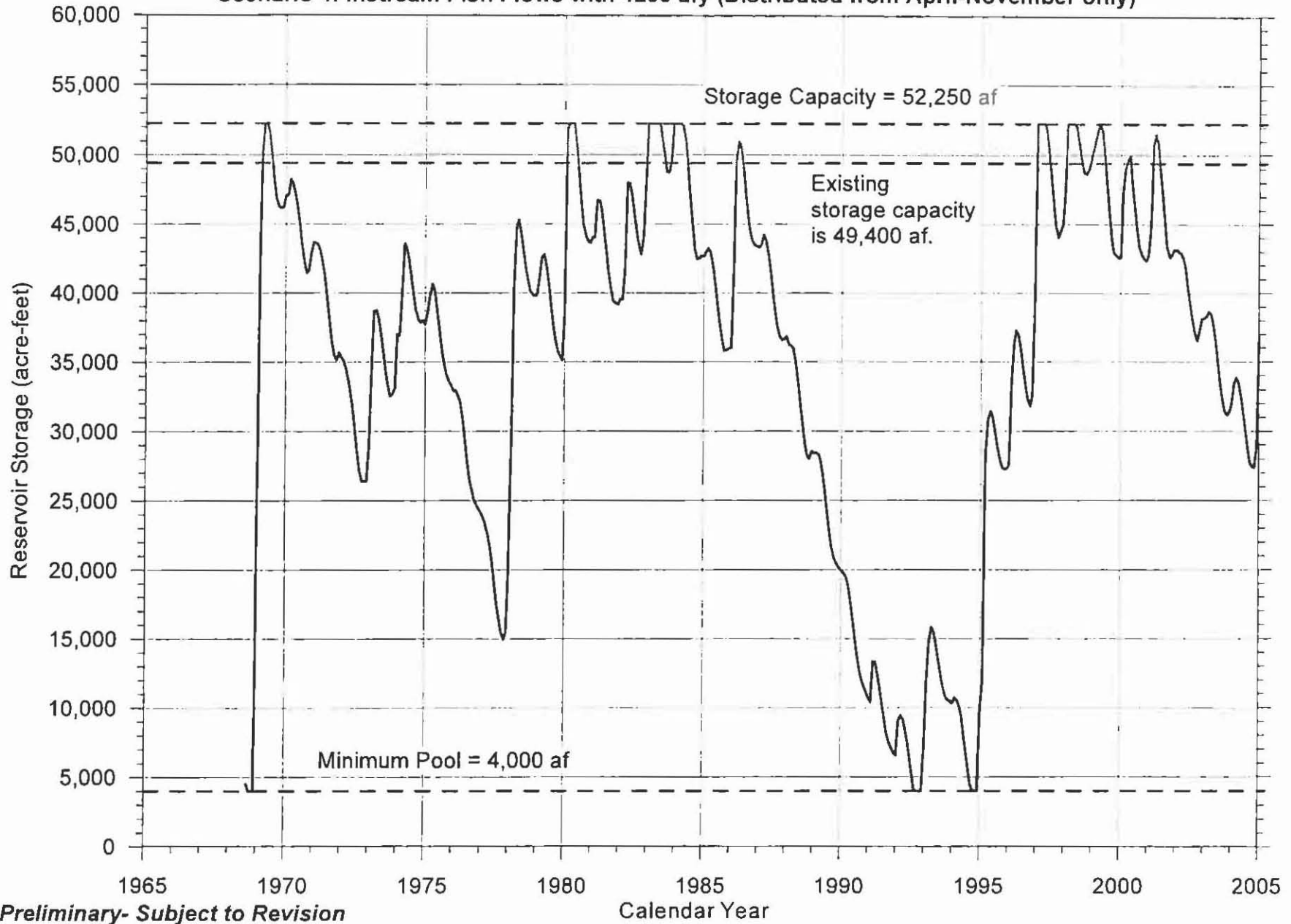
**Figure 2. Simulated Lopez Reservoir Storage Assuming 3'-Raise
Scenario 2: HCP Instream Fish Flows Conditions**



**Figure 3. Simulated Lopez Reservoir Storage Assuming 3'-Raise
Scenario 3: Instream Fish Flows with 4200 afy (Distributed evenly throughout year)**

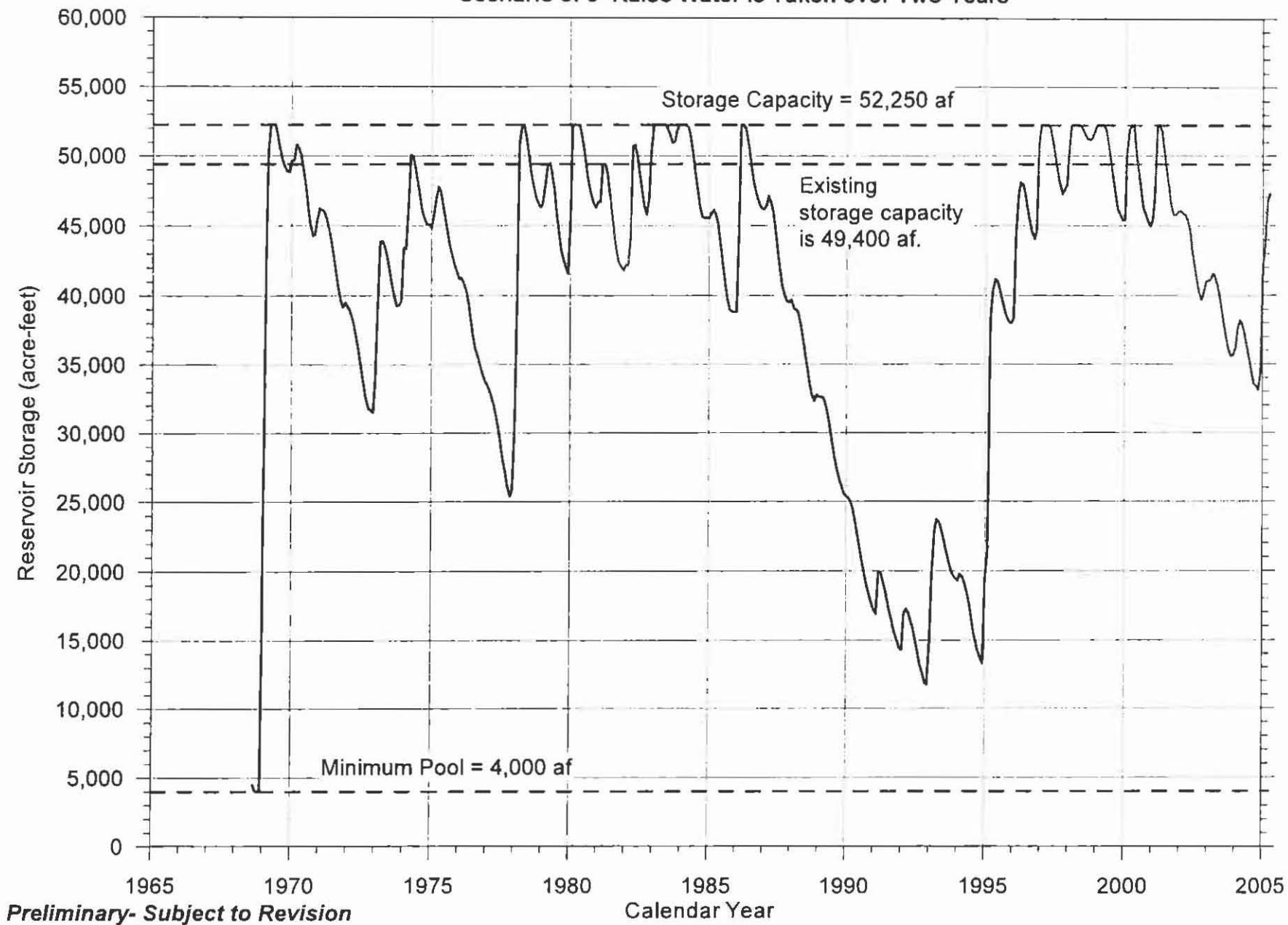


**Figure 4. Simulated Lopez Reservoir Storage Assuming 3'-Raise
Scenario 4: Instream Fish Flows with 4200 afy (Distributed from April-November only)**



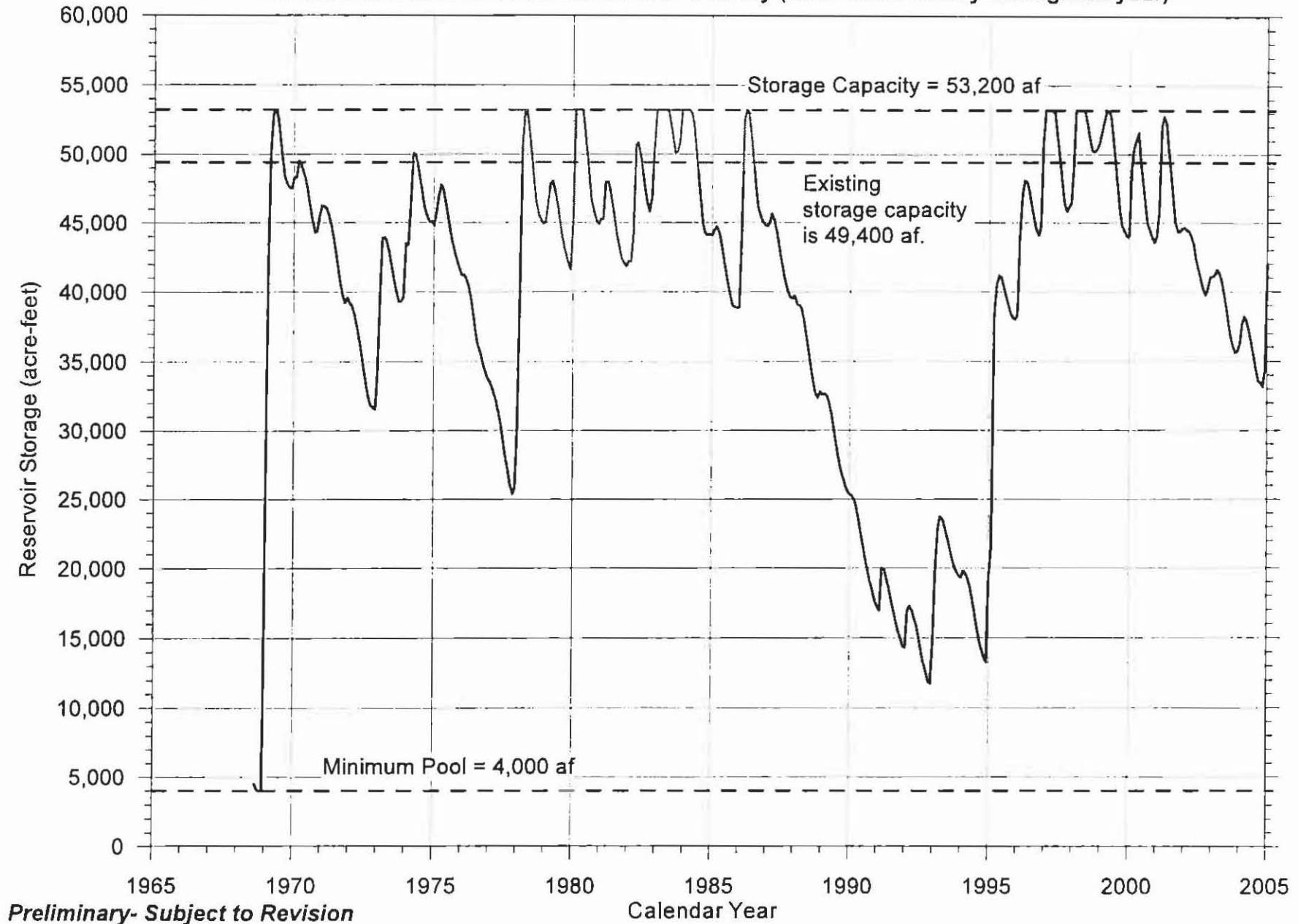
Preliminary- Subject to Revision

**Figure 5. Simulated Lopez Reservoir Storage Assuming 3'-Raise
Scenario 5: 3'-Raise Water is Taken over Two Years**

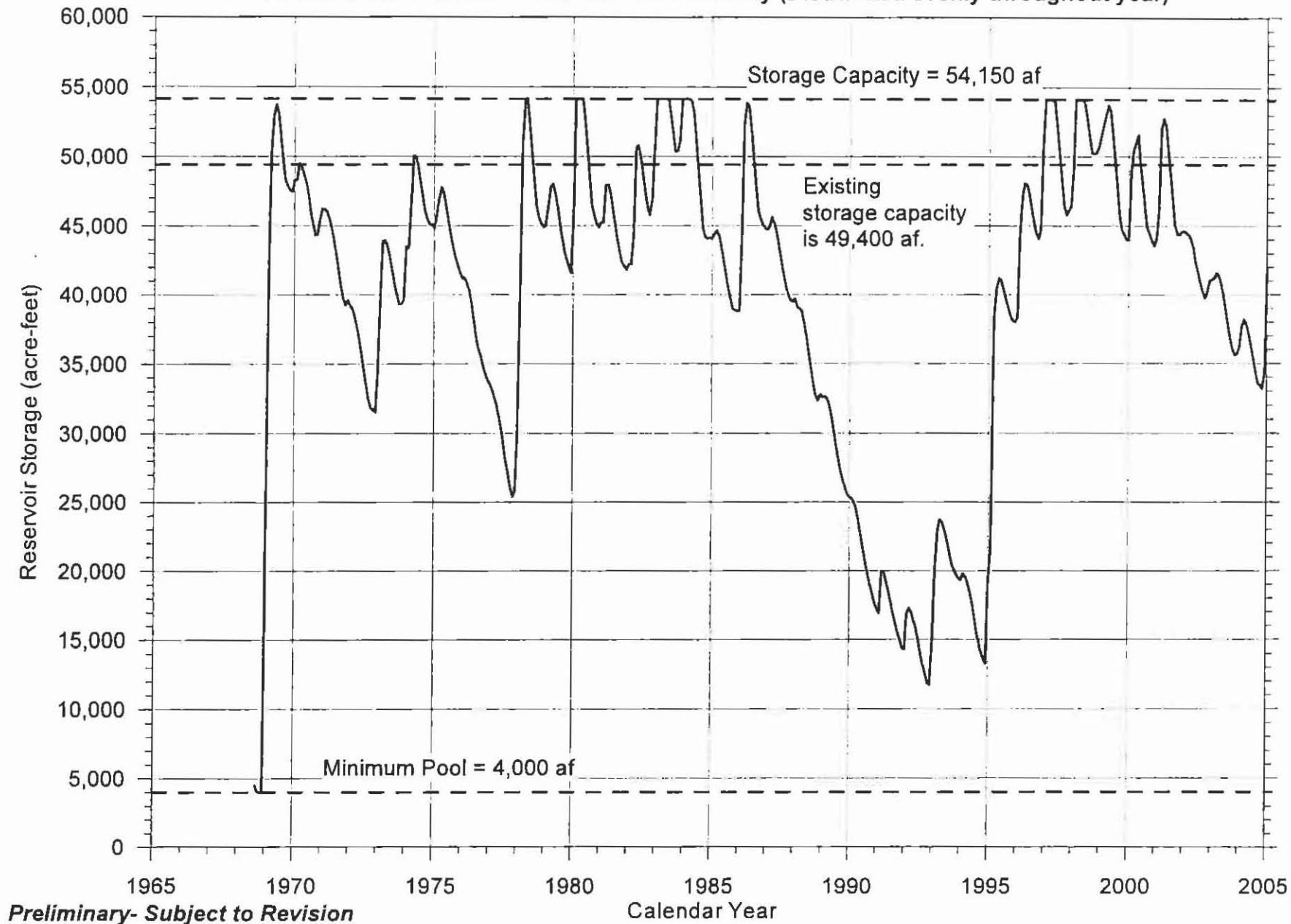


Preliminary- Subject to Revision

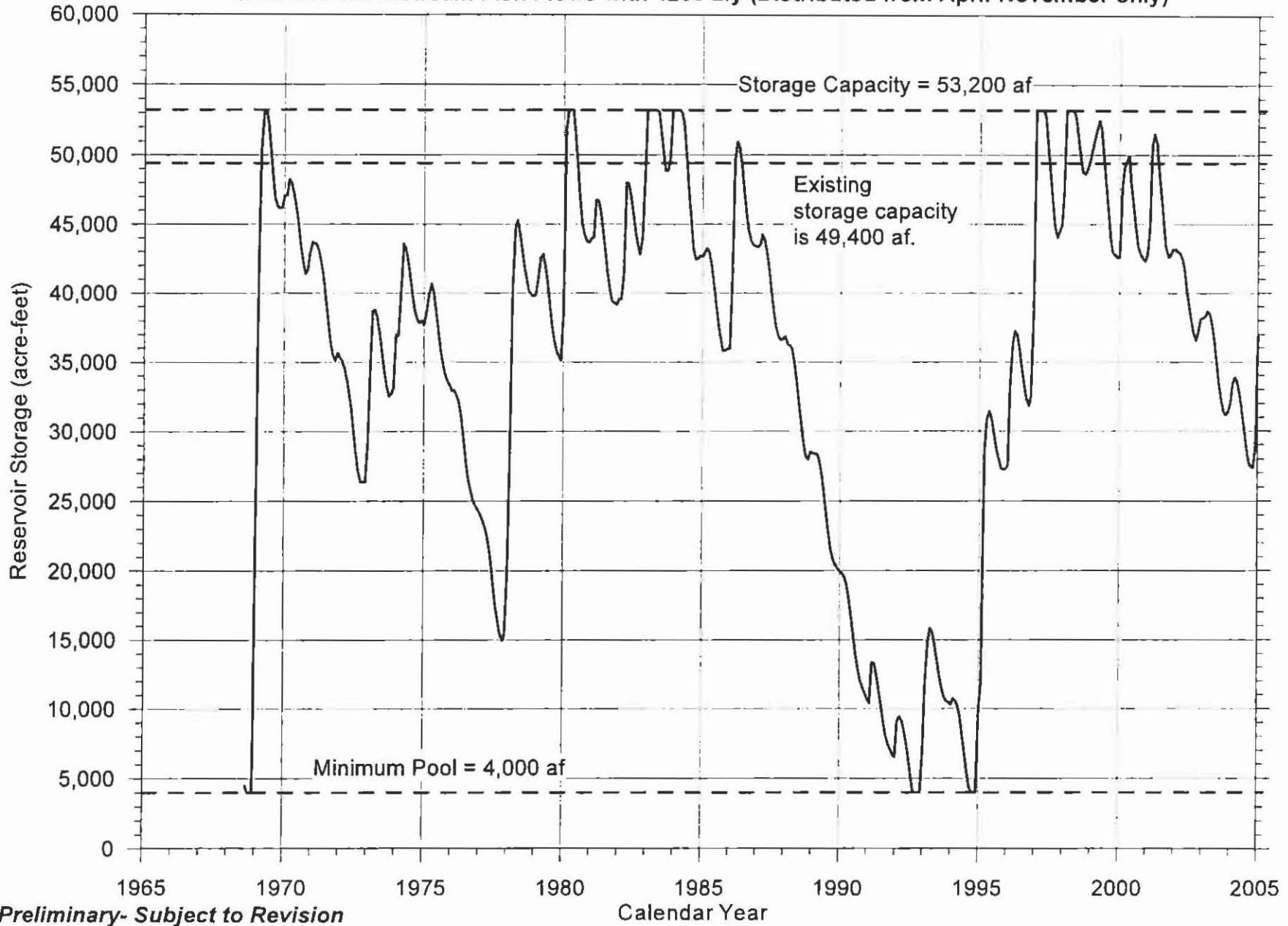
**Figure 6. Simulated Lopez Reservoir Storage Assuming 4'-Raise
Scenario 3B: Instream Fish Flows with 4200 afy (Distributed evenly throughout year)**



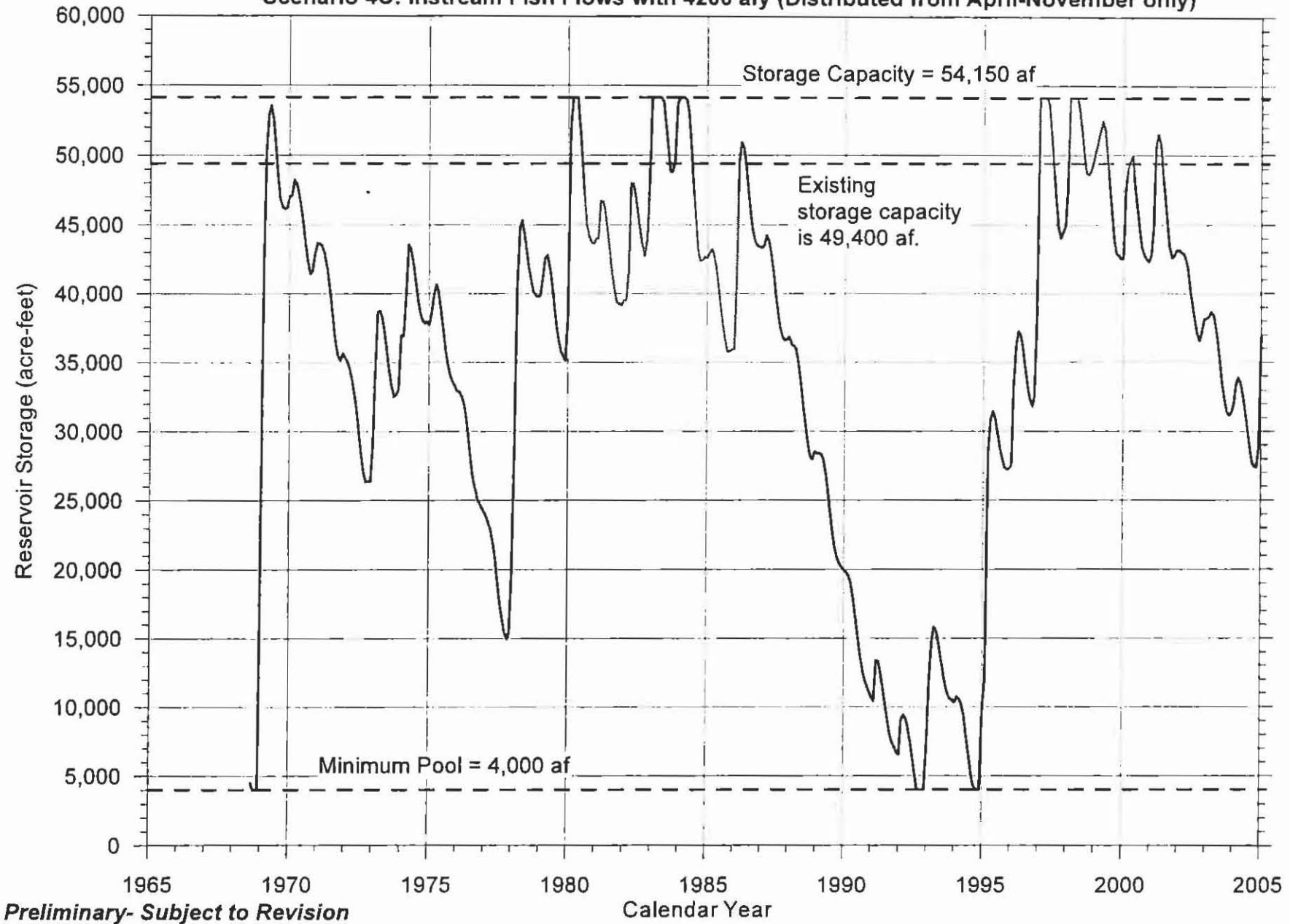
**Figure 7. Simulated Lopez Reservoir Storage Assuming 5'-Raise
Scenario 3C: Instream Fish Flows with 4200 afy (Distributed evenly throughout year)**



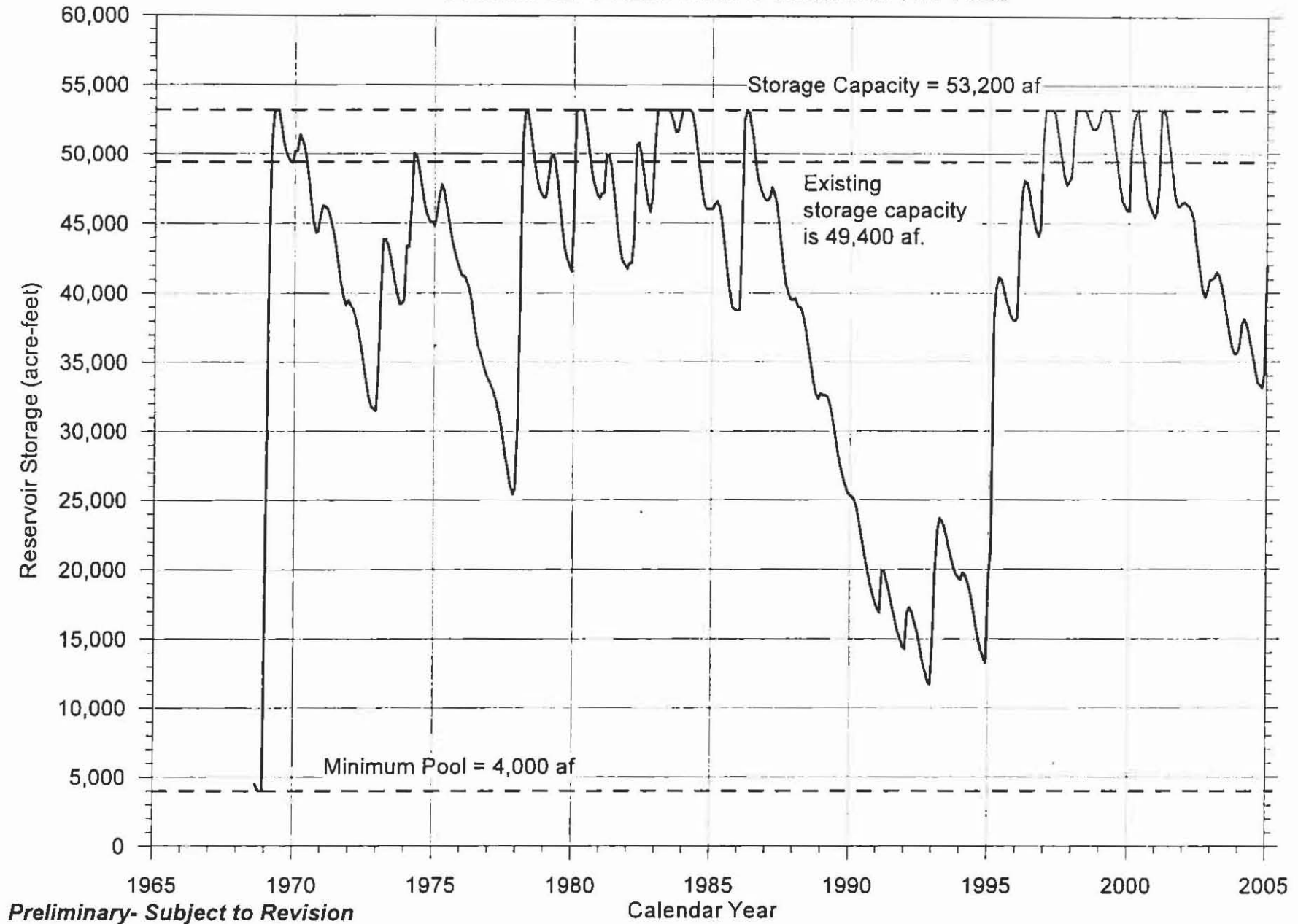
**Figure 8. Simulated Lopez Reservoir Storage Assuming 4'-Raise
Scenario 4B: Instream Fish Flows with 4200 afy (Distributed from April-November only)**



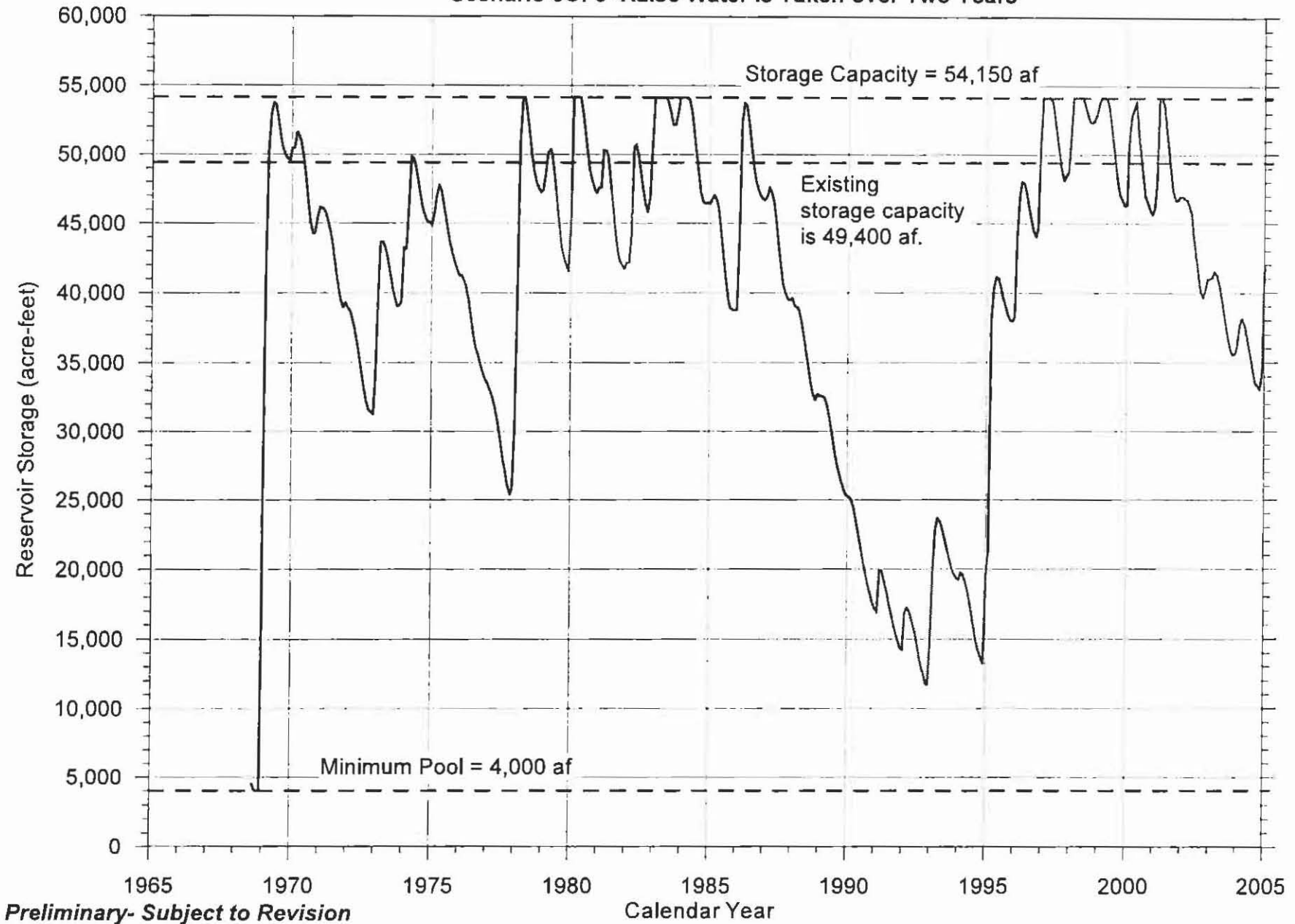
**Figure 9. Simulated Lopez Reservoir Storage Assuming 5'-Raise
Scenario 4C: Instream Fish Flows with 4200 afy (Distributed from April-November only)**



**Figure 10. Simulated Lopez Reservoir Storage Assuming 4'-Raise
Scenario 5B: 4'-Raise Water is Taken over Two Years**



**Figure 11. Simulated Lopez Reservoir Storage Assuming 5'-Raise
Scenario 5C: 5'-Raise Water is Taken over Two Years**



Zone 3 Spillway Raise July 2009 Project Cost Per Acre Foot Summary

Scenario 1
All agency participation

| | Arroyo Grande 50.55% | Grover Beach 17.66% | Pismo Beach 17.66% | CSA 12 7.44% | Oceano 6.69% | Total 100.00% |
|---|-------------------------|------------------------|-----------------------|-----------------|-----------------|------------------|
| Percentage based on Acre Feet Entitlement | | | | | | |
| Lump Sum Capital | \$ 2,527,500.00 | \$ 883,000.00 | \$ 883,000.00 | \$ 372,000.00 | \$ 334,500.00 | \$ 5,000,000.00 |
| Annual Cost Financed with State Revolving Fund | \$ 185,871.40 | \$ 64,935.49 | \$ 64,935.49 | \$ 27,356.74 | \$ 24,599.00 | \$ 367,698.12 |
| Annual Cost per Acre Foot (based on 671 Acre Feet) 1 | 547.99 | 547.99 | 547.99 | 547.99 | 547.99 | |
| Annual Cost per Acre Foot (based on 916 Acre Feet) 2 | 401.42 | 401.42 | 401.42 | 401.42 | 401.42 | |

Scenario 2
Excludes Oceano

| | Arroyo Grande 54.18% | Grover Beach 18.93% | Pismo Beach 18.93% | CSA 12 7.96% | Total 100.00% |
|---|-------------------------|------------------------|-----------------------|-----------------|------------------|
| Percentage based on Acre Feet Entitlement | | | | | |
| Lump Sum Capital | \$ 2,709,000.00 | \$ 946,500.00 | \$ 946,500.00 | \$ 398,000.00 | \$ 5,000,000.00 |
| Annual Cost Financed with State Revolving Fund | \$ 199,218.84 | \$ 69,605.25 | \$ 69,605.25 | \$ 29,268.77 | \$ 367,698.12 |
| Annual Cost per Acre Foot (based on 671 Acre Feet) | 547.99 | 547.99 | 547.99 | 547.99 | |
| Annual Cost per Acre Foot (based on 916 Acre Feet) | 401.42 | 401.42 | 401.42 | 401.42 | |

1. URS 11-11-08 Report Annual Additional Yield Scenario 4
2. URS 11-11-08 Report Annual Additional Yield Scenario 3

**Flood Control Zone 3
Spillway Raise Project Participation**

| | Existing | Contract Proportions | Contract Proportions | Contract Proportions | Negotiations |
|---------------|-------------------|----------------------|----------------------|----------------------|--------------|
| Arroyo Grande | 116,265 | 124,604 | 135,398 | | |
| Grover Beach | 40,618 | 43,530 | 47,301 | 115,000 | - |
| Pismo Beach | 40,618 | 43,530 | 47,301 | 115,000 | - |
| CSA 12 | 17,112 | 18,337 | | | |
| Oceano CSD | 15,387 | | | | - |
| Total | \$ 230,000 | \$ 230,000 | \$ 230,000 | \$ 230,000 | \$ - |



Oceano Community Services District

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

(805) 481-6730

FAX (805) 481-6836

August 12, 2009

TO: OCSD Board of Directors

FROM: Kevin D. Walsh, Interim General Manager *KDW*

SUBJECT: ADOPTION OF RESOLUTION 2009-08, A RESOLUTION ADOPTING AN INTERIM 2009-2010 FISCAL YEAR

Staff is working on the 2009-2010 Fiscal Year Budget; however it will not be ready for presentation until after August 15, 2009.

The Resolution before you will provide funding for the Salaries and Benefits, Operation and Maintenance of the District for the period August 16, through October 15, 2009 of the 2009-2010 Fiscal Year.

THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second, and roll call vote, adopt OCSD Resolution 2009-05, A RESOLUTION ADOPTING AN INTERIM BUDGET FOR THE 2009-2010 FISCAL YEAR, approving an aggregate expenditure of \$207,850 for the period August 16, through October 15, 2009 of the 2009-2010 Fiscal Year.

Agenda Item 08 12 2009 9.a.

T:\Agendas\BdMtgAgendas\2009\08122009\08122009 Staff Report Reso 2009-08

OCEANO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009 – 08

A RESOLUTION ADOPTING AN INTERIM BUDGET FOR THE
2009-2010 FISCAL YEAR

WHEREAS, the Board of Directors has not adopted a budget for the 2009-2010 fiscal year; and,

WHEREAS, the Board of Directors desires to appropriate on an interim basis for salaries, wages, benefits, operations, and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors for the Oceano Community Services District that the following aggregate expenditures and interim fiscal year budget limit be set by this Resolution for all funds expended during the period August 16 through October 15, 2009.

| <u>CATEGORY</u> | <u>AMOUNT</u> |
|----------------------------|-------------------|
| Salaries and Benefits | \$ 120,250. |
| Operations and Maintenance | 87,600. |
| TOTAL BUDGET | <u>\$ 207,850</u> |

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

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted this 12th day of August, 2009.

Barbara J. Mann, President

ATTEST:

Gina A. Davis, Deputy Bd. Secretary

SUMMARY PAYROLL REGISTER

| CR.# | LAST NAME | F | M | REGULAR | O.T. | OTHER | AUTO/BUS | GROSS | NET PAY |
|-------|-----------|---|---|----------|---------|--------|----------|----------|----------|
| 49502 | WALSH | K | D | 1724.75 | .00 | .00 | 150.00 | 1874.75 | 1627.37 |
| 49503 | DAVIS | G | A | 2411.76 | .00 | 241.18 | .00 | 2652.94 | .00 |
| 49504 | WINTER | L | J | 2000.54 | .00 | .00 | .00 | 2000.54 | .00 |
| 49505 | SANCHEZ | C | D | 1382.00 | .00 | .00 | .00 | 1382.00 | .00 |
| 49506 | GUARDADO | P | R | 1193.69 | .00 | .00 | .00 | 1193.68 | .00 |
| 49507 | DAVIS | E | T | 2566.64 | .00 | .00 | .00 | 2566.64 | .00 |
| 49509 | TORRES | D | A | 1971.04 | .00 | .00 | .00 | 2118.87 | .00 |
| 49510 | SILVEIRA | S | G | 1674.96 | .00 | .00 | .00 | 1863.40 | .00 |
| 49511 | LANDSTAFF | P | A | 1917.04 | .00 | 40.78 | .00 | 2209.41 | .00 |
| 49512 | GARCIA | S | P | .00 | .00 | 63.55 | .00 | 63.55 | .00 |
| 49513 | KALATA | J | R | 949.00 | .00 | .00 | .00 | 949.00 | .00 |
| 49514 | WATHEN | M | J | 23.00 | .00 | .00 | .00 | 23.00 | .00 |
| 49515 | LANE | J | M | 23.00 | .00 | .00 | .00 | 23.00 | .00 |
| 49516 | MILHAUSER | J | R | 238.00 | .00 | .00 | .00 | 238.00 | .00 |
| 49517 | MCKIN | J | P | 125.00 | .00 | .00 | .00 | 125.00 | .00 |
| 49518 | KENNEDY | J | M | 125.00 | .00 | .00 | .00 | 125.00 | .00 |
| 49519 | LEATHERS | B | J | 2531.53 | .00 | .00 | .00 | 3253.02 | .00 |
| 49520 | BOVA | B | J | 2531.53 | .00 | .00 | .00 | 3012.92 | .00 |
| 49521 | RODOLIN | B | J | 2409.98 | .00 | .00 | .00 | 2409.98 | .00 |
| 49522 | ANGELLO | J | M | 1089.00 | .00 | .00 | .00 | 1089.00 | .00 |
| 49522 | FUKUHARA | B | J | 1089.00 | .00 | .00 | .00 | 1089.00 | .00 |
| | | | | 28598.97 | 2805.88 | 345.51 | 150.00 | 31900.36 | 2061.93* |

21 RECORDS PROCESSED

REGULAR PAYROLL FOR THE PAY PERIOD ENDING 08 01 2009 (PR0801)

P/R DATE 8/01/09
CHK DATE 8/07/09

OCEANO COMMUNITY SERVICES DISTRICT
DIRECT DEPOSIT LIST

RUN: 8/1
15:1

| EMP# | NAME | DEDUCTION | DATE | CHECK# | |
|---------|------------------------|-----------|----------------------|--------|----|
| 1-2100 | DAVIS, GINA A | 1,956.16 | 8/07/09 | 49503 | |
| 1-2120 | WINTER, CINDY J | 1,142.20 | 8/07/09 | 49504 | |
| 1-2204 | REA, GINA J | .00 | 8/07/09 | | NO |
| 1-2207 | SUMPTER, HEATHER M | .00 | 8/07/09 | | NO |
| 2-3100 | DAVIS, PHILIP T | 1,601.86 | 8/07/09 | 49507 | |
| 2-3150 | TORRES, MAXIMIANO A | 1,929.20 | 8/07/09 | 49508 | |
| 2-3182 | SILVEIRA, DANIEL P | 1,245.90 | 8/07/09 | 49509 | |
| 2-3194 | LANGSTAFF, STEVEN A | 1,559.95 | 8/07/09 | 49510 | |
| 4881 | LEATHERS, BRIAN W | .00 | 8/07/09 | | NO |
| 4891 | BOVA, JOHN M | .00 | 8/07/09 | | NO |
| 4908 | RODLIN, JIM M | .00 | 8/07/09 | | NO |
| 4921 | ANGELLO, CRAIG A | .00 | 8/07/09 | | NO |
| 4954 | GARCIA, GULMARO | 52.99 | 8/07/09 | 49511 | |
| 4956 | KALATA, PAUL J | 724.83 | 8/07/09 | 49512 | |
| 4968 | MCTIGUE, BRET H | .00 | 8/07/09 | | NO |
| 4972 | CIECEK, DANIEL C | .00 | 8/07/09 | | NO |
| 4973 | FUKUHARA, BRIAN R | .00 | 8/07/09 | | NO |
| 4977 | WATHEN, SHAUN C | 689.03 | 8/07/09 | 49513 | |
| 4978 | STEELE, ANDREW J | .00 | 8/07/09 | | NO |
| 4979 | SCHMIDT, MICHAEL E | .00 | 8/07/09 | | NO |
| 4981 | CORSIGLIA, SCOTT L | .00 | 8/07/09 | | NO |
| 4982 | LANE, JEFFREY R | 25.11 | 8/07/09 | 49514 | |
| 24-4881 | LEATHERS, BRIAN W | 2,451.53 | 8/07/09 | 49518 | |
| 24-4891 | BOVA, JOHN M | 2,621.56 | 8/07/09 | 49519 | |
| 24-4908 | RODLIN, JIM M | 769.25 | 8/07/09 | 49520 | |
| 24-4931 | ANGELLO, CRAIG A | 2,458.39 | 8/07/09 | 49521 | |
| 24-4972 | CIECEK, DANIEL C | .00 | 8/07/09 | | NO |
| 24-4973 | FUKUHARA, BRIAN R | 917.52 | 8/07/09 | 49522 | |
| 4988 | BENNET, IAN M | .00 | 8/07/09 | | NO |
| 1-2208 | SANCHEZ, CASSEY D | 1,172.42 | 8/07/09 | 49505 | |
| 4994 | DAVIS, JASON B | .00 | 8/07/09 | | NO |
| 1-2209 | GUARDADO, ESTHER L | 1,028.90 | 8/07/09 | 49506 | |
| 4996 | BRAMLETTE, JUSTIN M | .00 | 8/07/09 | | NO |
| 5001 | CHIRCOP, MATTHEW V | .00 | 8/07/09 | | NO |
| 34 | -EMPS CODED FOR DIRDEP | 22,346.80 | TOTAL DIRECT DEPOSIT | | |
| 17 | -EMPS WITH DEDUCTION | | | | |

08/05/09

CHECK REGISTER--\$ AMT SORT

PAGE 1

| PAYEE | VEND.NO. | CHECK DATE | CHECK # | CHECK AMT | PREPAID |
|----------------------------|----------|------------|---------|-----------|---------|
| CITY OF ARROYO GRANDE | 2083 | 80509 | 49523 | 2835.16 | 0 |
| A.C.E., INC. 3424 | 17200 | 80509 | 49524 | 1575.00 | 0 |
| SAN LUIS OBISPO, COUNTY OF | 28908 | 80509 | 49526 | 542.41 | 0 |
| NATIONWIDE RETIREMENT | 26225 | 80509 | 49525 | 525.00 | 0 |
| | | | | 5477.57 | * |

4 RECORDS PROCESSED

| PAYEE | DETAIL OF DEMANDS VEND. NO. | INV. NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|-------------------------------|--------------------------------|--------------|-------------|--------------|--------------|-----------------|-------------|-------|
| 6701: CYN CREST WHEEL | | 09-011 | 02-4400-297 | WATER | | 2,760.96 | 670160297 | 40 |
| 6704: CHRISTIE FAM WHEEL | | 09-011 | 02-4400-297 | WATER | | 74.20 | | 50 |
| CITY OF ARROYO GRANDE | 02083 | | | | 049523 | 2,835.16 | | |
| R&M: NETWORK | | 2217 | 01-4100-170 | ADMINISTRA | | 1,100.00 | | 10 |
| R&M: NETWORK | | 2235 | 01-4100-170 | ADMINISTRA | | 475.00 | | 20 |
| A.C.E., INC. 3424 | 17200 | | | | 049524 | 1,575.00 | | |
| CONTRIB: PR0701 | | 05220@070409 | 01-2183-000 | PAYROLL | | 525.00 | | 30 |
| NATIONWIDE RETIREMENT | 26225 | | | | 049525 | 525.00 | | |
| CONTRIB: PR0701 EMPLER 18.32% | | 8570 | 01-2182-000 | PAYROLL | | 329.15 | | 60 |
| CONTRIB: PR0701 EMPLEE 11.87% | | 8570 | 01-2182-000 | PAYROLL | | 213.26 | | 70 |
| SAN LUIS OBISPO, COUNTY OF | 28908 | | | | 049526 | 542.41 | | |
| CHECKS WRITTEN | | | | | | 5,477.57 | | |
| * PREPAID ITEMS | | | | | | .00 | * | |
| TOTAL DEMANDS PAID | | | | | | 5,477.57 | | |

| PAYEE | VEND.NO. | CHECK DATE | CHECK # | CHECK AMT | PREPAID |
|------------------------------|----------|------------|---------|-----------|---------|
| PACIFIC GAS & ELECTRIC | 24453 | 80509 | 49531 | 6306.55 | 0 |
| PRINCIPAL MUTUAL LIFE INS CO | 26100 | 80509 | 49535 | 1018.98 | 0 |
| SAN LUIS OBISPO, COUNTY OF | 28908 | 80509 | 49537 | 1007.33 | 0 |
| J.B. DEWAR, INC. | 11150 | 80509 | 49529 | 764.17 | 0 |
| NATIONWIDE RETIREMENT | 26225 | 80509 | 49536 | 750.00 | 0 |
| WRIGHT, IV HAROLD L. | 91038 | 80509 | 49539 | 700.00 | 0 |
| MINER'S ACE HARDWARE, INC. | 21087 | 80509 | 49530 | 349.02 | 0 |
| FIA CARD SERVICES | 25796 | 80509 | 49532 | 156.93 | 0 |
| THE GAS COMPANY | 31878 | 80509 | 49538 | 142.87 | 0 |
| AMERITAS LIFE INSURANCE | 1484 | 80509 | 49527 | 127.50 | 0 |
| FIA CARD SERVICES | 25800 | 80509 | 49534 | 117.37 | 0 |
| FIA CARD SERVICES | 25798 | 80509 | 49533 | 74.24 | 0 |
| COLONIAL LIFE AND ACCIDENT | 8351 | 80509 | 49528 | 72.50 | 0 |
| | | | | 11587.46 | * |

13 RECORDS PROCESSED

| PAYEE | DETAIL OF DEMANDS | VEND. NO. | INV. NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|----------------------------|--------------------------|-----------|--------------|-------------|------------|-----------|------------------|-------------|-------|
| 08/09 AMERITAS | VISION LIFE INSURANCE | 01484 | 102818800001 | 01-2166-004 | PAYROLL | 049527 | 127.50 127.50 | | 10 |
| 08/10-09/10/09 COLONIAL | EMPLEE LIFE AND ACCIDENT | 08351 | E9930363 | 01-2166-005 | PAYROLL | 049528 | 72.50 72.50 | | 20 |
| 07/15 | FUEL 30009 | | 704820 | 03-4500-172 | SEWER | | 82.80 | 50980172 | 30 |
| 07/15 | FUEL 30016 | | 704820 | 02-4400-172 | WATER | | 171.29 | 41680172 | 40 |
| 07/15 | FUEL 30017 | | 704820 | 03-4500-172 | SEWER | | 153.05 | 51780172 | 50 |
| 07/31 | FUEL 6100 | | 706104 | 01-4200-172 | FIRE | | 28.34 | 20980172 | 60 |
| 07/31 | FUEL 30009 | | 706104 | 03-4500-172 | SEWER | | 81.51 | 50980172 | 70 |
| 07/31 | FUEL 30017 | | 706104 | 03-4500-172 | SEWER | | 75.10 | 51780172 | 80 |
| 07/31 | FUEL 30016 | | 706104 | 02-4400-172 | WATER | | 172.08 | 41680172 | 90 |
| J.B. DEWAR, INC. | | 11150 | | | | 049529 | 764.17 | | |
| 4173 OPER | R&M FS/OC SUPP | | K08398 | 01-4100-173 | ADMINISTRA | | 19.55 | 417380173 | 140 |
| R&M: 6192 | | | K11481 | 01-4200-175 | FIRE | | 27.69 | | 150 |
| R&M: COMM | | | K08354 | 01-4200-171 | FIRE | | 26.06 | 21280171 | 160 |
| OPER SUPP | | | K07999 | 01-4200-110 | FIRE | | 28.22 | | 170 |
| OPER SUPP | | | K08381 | 02-4400-175 | WATER | | 5.43 | | 180 |
| OPER SUPP | | | K10972 | 02-4400-175 | WATER | | 74.96 | | 190 |
| 0475: R&M | HYDRANTS | | K07655 | 02-4400-163 | WATER | | 85.93 | 47580163 | 200 |
| 0475: R&M | HYDRANTS | | K09085 | 02-4400-163 | WATER | | 86.98 | 47580163 | 210 |
| LESS: DISCOUNT | | | 111990 | 02-4400-163 | WATER | | 16.62 | | 220 |
| R&M: COMM | | | K08047 | 01-4200-110 | FIRE | | 10.82 | | 230 |
| MINER'S ACE HARDWARE, INC. | | 21087 | | | | 049530 | 349.02 | | |
| 07/21 | ST LIGHTS | | 615800090002 | 01-4195-295 | LIGHTING D | | 567.54 | | 240 |
| 07/21 | ST LIGHTS | | 615800090004 | 01-4195-295 | LIGHTING D | | 493.15 | | 250 |
| 07/21 | ST LIGHTS | | 615800090008 | 01-4195-295 | LIGHTING D | | 236.31 | | 260 |
| 07/21 | ST LIGHTS | | 615800090014 | 01-4195-295 | LIGHTING D | | 722.88 | | 270 |
| 07/21 | ST LIGHTS | | 615800090016 | 01-4195-295 | LIGHTING D | | 8.50 | | 280 |
| 07/21 | ST LIGHTS | | 615800090022 | 01-4195-295 | LIGHTING D | | 82.45 | | 290 |
| 07/21 | ST LIGHTS | | 615800090026 | 01-4195-295 | LIGHTING D | | 342.67 | | 300 |
| 07/21 | ST LIGHTS | | 615800090028 | 01-4195-295 | LIGHTING D | | 89.79 | | 310 |
| 07/21 | ST LIGHTS | | 61580009748 | 01-4195-295 | LIGHTING D | | 85.76 | | 320 |
| 07/21 | ST LIGHTS | | 61580009351 | 01-4195-295 | LIGHTING D | | 13.09 | | 330 |
| 07/14 1635 | FRONT | | 615800090015 | 01-4100-290 | ADMINISTRA | | 1,025.88 | | 340 |
| 07/15 1685 | FRONT | | 615800090020 | 02-4400-290 | WATER | | 1,484.03 | | 350 |
| 07/15 | LIFT STAT | | 615800090030 | 03-4500-290 | SEWER | | 55.92 | | 360 |
| 07/14 1687 | FRONT | | 61580009401 | 01-4200-290 | FIRE | | 74.58 | | 370 |
| 07/14 | MODULAR | | 61580009846 | 01-4200-290 | FIRE | | 50.59 | | 380 |
| 07/15 1935 | WILMAR | | 61580009939 | 02-4400-290 | WATER | | 973.41 | | 390 |
| PACIFIC GAS & ELECTRIC | | 24453 | | | | 049531 | 6,306.55 | | |
| OFF/COMP SUPP | | 072009 | | 01-4100-200 | ADMINISTRA | | 26.94 | | 100 |

| PAYEE | DETAIL OF DEMANDS VEND. NO. | INV. NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|--|--------------------------------------|--|--|--|--------------|-------------------------------------|-------------|--------------------------|
| OFF SUPP FIA CARD SERVICES | 25796 | 072009 | 01-4100-200 | ADMINISTRA | 049532 | 129.99 156.93 | | 110 |
| MTG EXP FIA CARD SERVICES | 25798 | 070109 | 02-4400-285 | WATER | 049533 | 74.24 74.24 | | 130 |
| OFF EXP: COPYWORK FIA CARD SERVICES | 25800 | 070209 | 01-4100-200 | ADMINISTRA | 049534 | 117.37 117.37 | | 120 |
| 08/09 DENTAL PREM 08/09 LIFE INS PRINCIPAL MUTUAL LIFE INS CO | 26100 | P42890-1 P42890-1 | 01-2166-002 01-2166-003 | PAYROLL PAYROLL | 049535 | 875.15 143.83 1,018.98 | | 430 440 |
| CONTRIB: PR0702 NATIONWIDE RETIREMENT | 26225 | 05220@071809 | 01-2183-000 | PAYROLL | 049536 | 750.00 750.00 | | 460 |
| CONTRIB: PR0702 EMPLE CONTRIB: PR0702 EMPLE CONTRIB: PR0701 EMPLE CONTRIB: PR0701 EMPLE | 18.32% 11.87% 18.32% 11.87% | 8570 8570 8570 8570 | 01-2182-000 01-2182-000 01-2182-000 01-2182-000 | PAYROLL PAYROLL PAYROLL PAYROLL | | 470.21 304.66 141.06 91.40 | | 470 480 490 500 |
| SAN LUIS OBISPO, COUNTY OF | 28908 | | | | 049537 | 1,007.33 | | |
| 07/14 1655 FRONT 07/14 1689 FRONT 07/13 1935 WILMAR THE GAS COMPANY | 31878 | 14371606006 15211606007 1761523008 | 01-4100-290 01-4200-290 02-4400-290 | ADMINISTRA FIRE WATER | 049538 | 29.69 26.94 86.24 142.87 | | 400 410 420 |
| PROF SERV: 14.0 HRS WRIGHT, IV HAROLD L. | 91038 | 073109 | 01-4100-220 | ADMINISTRA | 049539 | 700.00 700.00 | | 450 |
| CHECKS WRITTEN | | | | | | 11,587.46 | | |
| * PREPAID ITEMS | | | | | | .00 | * | |
| TOTAL DEMANDS PAID | | | | | | 11,587.46 | | |

| PAYEE | VEND.NO. | CHECK DATE | CHECK # | CHECK AMT | PREPAID |
|------------------------------|----------|------------|---------|-----------|---------|
| WALLACE GROUP | 35541 | 81209 | 49549 | 23881.28 | 0 |
| SSLOCSD | 32274 | 81209 | 49548 | 9336.90 | 0 |
| DATA PROSE, INC | 10475 | 81209 | 49542 | 1888.19 | 0 |
| CLINICAL LABORATORY OF | 8135 | 81209 | 49541 | 1095.00 | 0 |
| O.C.S.D. | 23562 | 81209 | 49545 | 716.95 | 0 |
| NOSSAMAN, GUTHNER, KNOX ETAL | 23375 | 81209 | 49544 | 569.25 | 0 |
| SLO COUNTY NEWSPAPERS | 27990 | 81209 | 49546 | 500.00 | 0 |
| ACTION FAX & PRINTER | 269 | 81209 | 49540 | 326.25 | 0 |
| SAN LUIS OBISPO, COUNTY OF | 28611 | 81209 | 49547 | 267.90 | 0 |
| NACCARATI, SHARON M. | 22550 | 81209 | 49543 | 175.00 | 0 |
| USPAR ENTERPRISES, INC | 91039 | 81209 | 49550 | 165.97 | 0 |
| | | | | 38922.69 | * |

11 RECORDS PROCESSED

| PAYEE | DETAIL OF DEMANDS | VEND. NO. | INV. NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|--|-------------------|-----------|-------------|-------------|------------|-----------|----------------------|-------------|-------|
| DP PRINTER ACTION FAX & PRINTER | | 00269 | 051309 | 01-4100-221 | ADMINISTRA | 049540 | 326.25 326.25 | 15460170 | 10 |
| 06/09 PROF SERV CLINICAL LABORATORY OF | | 08135 | 902674 | 02-4400-220 | WATER | 049541 | 1,095.00 1,095.00 | | 20 |
| 1306: 06/09 POSTAGE | | | 57884 | 02-4400-210 | WATER | | 575.64 | 130680210 | 30 |
| 1306: 06/09 POSTAGE | | | 57884 | 03-4500-210 | SEWER | | 575.63 | 130680210 | 40 |
| 1306: 06/09 PROF SERV | | | 57884 | 02-4400-220 | WATER | | 368.46 | 130660220 | 50 |
| 1306: 06/09 PROF SERV | | | 57884 | 03-4500-220 | SEWER | | 368.46 | 130660220 | 60 |
| DATA PROSE, INC | | 10475 | | | | 049542 | 1,888.19 | | |
| 1121: D/P SERV NACCARATI, SHARON M. | | 22550 | 063009OCSD2 | 01-4100-221 | ADMINISTRA | 049543 | 175.00 175.00 | 112160221 | 70 |
| 06/09 LIT SERV: 22.50% NOSSAMAN, GUTHNER, KNOX ETAL | | 23375 | 360437 | 09-4994-362 | WATER LITI | 049544 | 569.25 569.25 | 949960362 | 80 |
| 07/22 1655 FRONT | | | 03054671 | 01-4100-290 | ADMINISTRA | | 471.41 | | 90 |
| 07/22 1687 FRONT | | | 04058850 | 01-4200-290 | FIRE | | 131.38 | 122580290 | 100 |
| 07/22 1685 FRONT | | | 03047700 | 02-4400-290 | WATER | | 58.40 | | 110 |
| 07/22 1935 WILMAR | | | 96819000 | 02-4400-290 | WATER | | 23.19 | | 120 |
| 0811: 07/21 TOWN TRIANGLE O.C.S.D. | | 23562 | 03045960 | 06-4900-290 | GARBAGE | 049545 | 32.57 716.95 | 81180290 | 130 |
| ADV: GM SLO COUNTY NEWSPAPERS | | 27990 | 6828605 | 01-4100-230 | ADMINISTRA | 049546 | 500.00 500.00 | | 140 |
| X-CONN SERV: 06/2009 SAN LUIS OBISPO, COUNTY OF | | 28611 | IN0063957 | 02-4400-220 | WATER | 049547 | 267.90 267.90 | | 150 |
| 06/09: FOG PROG | | | 072009 | 03-4500-220 | SEWER | | 468.50 | | 160 |
| 063009: COLLECTIONS | | | 063009 | 03-4500-297 | SEWER | | 8,868.40 | | 170 |
| SSLOCS | | 32274 | | | | 049548 | 9,336.90 | | |
| 063009 ADMIN | | | 28241 | 01-4100-222 | ADMINISTRA | | 2,524.51 | | 180 |
| 063009 17TH & BEACH ALLEY | | | 28285 | 02-4400-222 | WATER | | 230.00 | | 190 |
| 063009 CDBG/DRI ENGRING | | | 28285 | 03-4500-355 | SEWER | | 345.00 | | 200 |
| 063009 WTR MSTR PLAN UPDATE | | | 28285 | 02-4400-222 | WATER | | 3,286.52 | | 210 |
| 063009 SWR MSTR PLAN | | | 28285 | 03-4500-222 | SEWER | | 3,651.25 | | 220 |

| PAYEE | DETAIL OF DEMANDS VEND.NO. | INV.NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|------------------------|-------------------------------|---------|-------------|--------------|--------------|-----------------|-------------|-------|
| 063009 SWP | | 28285 | 02-4400-222 | WATER | | 10,277.77 | | 230 |
| 053109 MHP ANNEX | | 27842 | 02-4400-222 | WATER | | 2,062.48 | | 240 |
| 063009 MHP ANNEX | | 27843 | 02-4400-222 | WATER | | 1,503.75 | | 250 |
| WALLACE GROUP | 35541 | | | | 049549 | 23,881.28 | | |
| OPER SUPP: ANTO LTGS | | 70804 | 01-4195-175 | LIGHTING D | | 165.97 | | 260 |
| USPAR ENTERPRISES, INC | 91039 | | | | 049550 | 165.97 | | |
| CHECKS WRITTEN | | | | | | 38,922.69 | | |
| * PREPAID ITEMS | | | | | | .00 | * | |
| TOTAL DEMANDS PAID | | | | | | 38,922.69 | | |

| PAYEE | VEND.NO. | CHECK DATE | CHECK # | CHECK AMT | PREPAID |
|--------------------------------|----------|------------|---------|-----------|---------|
| SAN LUIS OBISPO, COUNTY OF | 28217 | 81209 | 49571 | 277264.00 | 0 |
| CITY OF ARROYO GRANDE | 2083 | 81209 | 49553 | 3173.08 | 0 |
| GROVER BEACH, CITY OF | 15246 | 81209 | 49561 | 1518.00 | 0 |
| IBM CORPORATION | 16929 | 81209 | 49564 | 1159.00 | 0 |
| STAPLES BUSINESS ADVANTAGE | 32425 | 81209 | 49574 | 1053.06 | 0 |
| FIRE CHIEFS ASSO OF SLO CO | 27980 | 81209 | 49570 | 1000.00 | 0 |
| ULTREX BUSINESS PRODUCTS | 34400 | 81209 | 49575 | 867.12 | 0 |
| FERGUSON ENTERPRISES, INC #632 | 13100 | 81209 | 49560 | 809.17 | 0 |
| RUSH TRUCK CENTER/SAN LUIS OBS | 27375 | 81209 | 49569 | 759.50 | 0 |
| DEAN, PAMELA | 11120 | 81209 | 49558 | 600.00 | 0 |
| MANN, BARBARA | 20130 | 81209 | 49566 | 600.00 | 0 |
| RICHARD JONES DBA | 36349 | 81209 | 49578 | 552.00 | 0 |
| DAHL, VERN | 10300 | 81209 | 49557 | 550.00 | 0 |
| JOHN VERDIN, INC | 94078 | 81209 | 49583 | 420.92 | 0 |
| SHORELINE LANDSCAPE AND | 31400 | 81209 | 49572 | 410.00 | 0 |
| BURDINE PRINTING | 4548 | 81209 | 49555 | 408.20 | 0 |
| LUCEY, MARY K. | 20089 | 81209 | 49565 | 400.00 | 0 |
| JIM HILL | 16200 | 81209 | 49563 | 300.00 | 0 |
| VERIZON WIRELESS | 15500 | 81209 | 49562 | 230.91 | 0 |
| MISSION LINEN SUPPLY | 21186 | 81209 | 49567 | 228.41 | 0 |
| EXECUTIVE JANITORIAL | 12975 | 81209 | 49559 | 223.71 | 0 |
| AUTO GLASS CENTRAL | 94529 | 81209 | 49584 | 174.63 | 0 |
| ADVANTAGE ANSWERING PLUS, INC | 599 | 81209 | 49552 | 158.56 | 0 |
| UNDERGROUND SERVICE ALERT | 34475 | 81209 | 49576 | 150.00 | 0 |
| INTERSPIRO, INC. | 92508 | 81209 | 49508 | 105.91 | 0 |
| SHORE POWER, INC | 3305 | 81209 | 49554 | 80.00 | 0 |
| OCS | 23564 | 81209 | 49568 | 79.08 | 0 |
| HEACOCK TRAILERS & TRUCK | 92505 | 81209 | 49569 | 69.60 | 0 |
| WATER EDUCATION FOUNDATION | 35600 | 81209 | 49577 | 60.00 | 0 |
| CHARTER COMMUNICATIONS | 7500 | 81209 | 49566 | 48.20 | 0 |
| SANCHEZ, CASSEY | 91216 | 81209 | 49579 | 39.05 | 0 |
| GUARDADO, ESTHER L. | 91217 | 81209 | 49580 | 35.47 | 0 |
| CARQUEST | 31875 | 81209 | 49573 | 34.75 | 0 |
| ADVANCE MARKETING SYSTEMS | 275 | 81209 | 49551 | 18.49 | 0 |
| | | | | 293580.82 | * |

34 RECORDS PROCESSED

| PAYEE | DETAIL OF DEMANDS VEND.NO. | INV.NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|--|-------------------------------|--|---|--|--------------|--|---|-----------------------------|
| OPER SUPP ADVANCE MARKETING SYSTEMS | 00275 | 1-151787-1 | 01-4200-175 | FIRE | 049551 | 18.49 18.49 | | 610 |
| 07/09 ANSWER SERV ADVANTAGE ANSWERING PLUS, INC | 00599 | 105007 | 02-4400-110 | WATER | 049552 | 158.56 158.56 | | 200 |
| 6701: CYN CREST WHEEL 6704: CHRISTIE FAM WHEEL CITY OF ARROYO GRANDE | 02083 | 09-020 09-020 | 02-4400-297 02-4400-297 | WATER WATER | 049553 | 3,100.16 72.92 3,173.08 | 670160297 670460297 | 210 220 |
| OPER SUPP SHORE POWER, INC | 03305 | 118511-M | 01-4200-175 | FIRE | 049554 | 80.00 80.00 | | 240 |
| 1K WARRANTS BURDINE PRINTING | 04548 | 11965 | 01-4100-200 | ADMINISTRA | 049555 | 408.20 408.20 | | 250 |
| SERV THRU 083109 CHARTER COMMUNICATIONS | 07500 | 200141448301 | 01-4100-200 | ADMINISTRA | 049556 | 48.20 48.20 | | 290 |
| B/S: 2 REG B/S: 2 SPEC B/S: 1 OAC B/S: 1 ALUC B/S: 1 ZONES 1/1A DAHL, VERN | 10300 | 073109 073109 072709 071509 072109 | 01-4100-225 01-4100-225 01-4100-225 01-4100-225 01-4100-225 | ADMINISTRA ADMINISTRA ADMINISTRA ADMINISTRA ADMINISTRA | 049557 | 200.00 200.00 50.00 50.00 50.00 550.00 | 118860225 118860225 118860225 118860225 118860225 | 10 20 30 40 50 |
| B/S: 2 REG B/S: 2 SPEC B/S: 2 FIRE B/S: 1 ZONE 3 B/S: 1 LIGHTING DEAN, PAMELA | 11120 | 073109 073109 073109 071609 072109 | 01-4100-225 01-4100-225 01-4100-225 01-4100-225 01-4100-225 | ADMINISTRA ADMINISTRA ADMINISTRA ADMINISTRA ADMINISTRA | 049558 | 200.00 200.00 100.00 50.00 50.00 600.00 | 119160225 119160225 119160225 119160225 119160225 | 60 70 80 90 100 |
| 07/09 SERV/SUPP EXECUTIVE JANITORIAL | 12975 | 37741 | 01-4100-173 | ADMINISTRA | 049559 | 223.71 223.71 | | 300 |
| OPER SUPP FERGUSON ENTERPRISES, INC #6313100 | | 1663886 | 02-4400-175 | WATER | 049560 | 809.17 809.17 | | 310 |
| DISPATCHING | | 083109 | 01-4200-110 | FIRE | | 1,518.00 | | 320 |

| PAYEE | DETAIL OF DEMANDS | VEND.NO. | INV.NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|----------------------------|------------------------|----------|-----------|-------------|------------|-----------|--------------|-------------|-------|
| GROVER BEACH, CITY OF | | 15246 | | | | 049561 | 1,518.00 | | |
| | 07/22 CELL SERV | | 747420211 | 01-4100-111 | ADMINISTRA | | 37.51 | | 550 |
| | 07/22 CELL SERV | | 738366287 | 01-4200-111 | FIRE | | 64.38 | | 560 |
| | 07/22 CELL SERV | | 738366287 | 02-4400-111 | WATER | | 129.02 | | 570 |
| VERIZON WIRELESS | | 15500 | | | | 049562 | 230.91 | | |
| | B/S: 1 REG | | 070809 | 01-4100-225 | ADMINISTRA | | 100.00 | 118560225 | 110 |
| | B/S: 2 SPEC | | 073109 | 01-4100-225 | ADMINISTRA | | 200.00 | 118560225 | 120 |
| JIM HILL | | 16200 | | | | 049563 | 300.00 | | |
| | 0146: 4224 IPDS PRNTR | | 7901561 | 01-4100-221 | ADMINISTRA | | 1,159.00 | 14660170 | 350 |
| IBM CORPORATION | | 16929 | | | | 049564 | 1,159.00 | | |
| | B/S: 2 REG | | 073109 | 01-4100-225 | ADMINISTRA | | 200.00 | 118960225 | 130 |
| | B/S: 2 SPEC | | 073109 | 01-4100-225 | ADMINISTRA | | 200.00 | 118960225 | 140 |
| LUCEY, MARY K. | | 20089 | | | | 049565 | 400.00 | | |
| | B/S: 2 REG | | 073109 | 01-4100-225 | ADMINISTRA | | 200.00 | 119060225 | 150 |
| | B/S: 2 SPEC | | 073109 | 01-4100-225 | ADMINISTRA | | 200.00 | 119060225 | 160 |
| | B/S: 2 FIRE | | 073109 | 01-4100-225 | ADMINISTRA | | 100.00 | 119060225 | 170 |
| | B/S: 1 LIGHTING | | 072109 | 01-4100-225 | ADMINISTRA | | 50.00 | 119060225 | 180 |
| | B/S: 1 CSDA | | 071709 | 01-4100-225 | ADMINISTRA | | 50.00 | 119060225 | 190 |
| MANN, BARBARA | | 20130 | | | | 049566 | 600.00 | | |
| | 07/09 CLOTHING/TOWELS | | 110099 | 02-4400-100 | WATER | | 228.41 | | 370 |
| MISSION LINEN SUPPLY | | 21186 | | | | 049567 | 228.41 | | |
| | HYD MTR DEP: VERDIN | | 01000210 | 02-2200-000 | LIABILITY | | 79.08 | | 380 |
| OCS D | | 23564 | | | | 049568 | 79.08 | | |
| | 0212: R&M 6192 | | 310992897 | 01-4200-171 | FIRE | | 759.50 | 21280163 | 400 |
| RUSH TRUCK CENTER/SAN LUIS | | OB27375 | | | | 049569 | 759.50 | | |
| | 09-10 HAZ MAT | | 070109 | 01-4200-220 | FIRE | | 1,000.00 | | 480 |
| FIRE CHIEFS ASSO OF SLO CO | | 27980 | | | | 049570 | 1,000.00 | | |
| | DWR: 40% DUE 070109 | | 2055 | 02-4400-398 | WATER | | 277,264.00 | 649280398 | 600 |
| SAN LUIS OBISPO, COUNTY OF | | 28217 | | | | 049571 | 277,264.00 | | |
| | 9173: 07/09 1655 FRONT | | 073109 | 01-4100-173 | ADMINISTRA | | 172.20 | 917360173 | 410 |

| PAYEE | DETAIL OF DEMANDS | VEND. NO. | INV. NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|----------------------------|-------------------|-----------|----------|-------------|------------|-----------|--------------|-------------|-------|
| 1225: | 07/09 1687 FRONT | | 073109 | 01-4200-173 | FIRE | | 20.50 | 122560173 | 420 |
| 4175: | 07/09 1685 FRONT | | 073109 | 02-4400-163 | WATER | | 65.60 | 417360163 | 430 |
| 9701: | 07/09 1681 FRONT | | 073109 | 10-4300-173 | FUNDED CON | | 151.70 | 970160173 | 440 |
| SHORELINE LANDSCAPE AND | | 31400 | | | | 049572 | 410.00 | | |
| R&M: VEHICLES | | | 341821 | 02-4400-171 | WATER | | 13.55 | | 260 |
| R&M: VEHICLES | | | 346810 | 01-4200-171 | FIRE | | 15.18 | | 270 |
| R&M: 30017 | | | 344069 | 03-4500-171 | SEWER | | 6.02 | 51780171 | 280 |
| CARQUEST | | 31875 | | | | 049573 | 34.75 | | |
| OFF SUPP | | | 7082009 | 01-4100-200 | ADMINISTRA | | 612.24 | | 450 |
| OFF SUPP | | | 7082009 | 01-4100-200 | ADMINISTRA | | 45.62 | | 460 |
| OFF SUPP | | | 7172009 | 01-4100-200 | ADMINISTRA | | 395.20 | | 470 |
| STAPLES BUSINESS ADVANTAGE | | 32425 | | | | 049574 | 1,053.06 | | |
| 0151: MO BIZHUB C451/12365 | | | 101365 | 01-4100-170 | ADMINISTRA | | 867.12 | 15180170 | 490 |
| ULTREX BUSINESS PRODUCTS | | 34400 | | | | 049575 | 867.12 | | |
| ANNUAL MEMBERSHIP | | | 90070664 | 01-4100-235 | ADMINISTRA | | 150.00 | | 500 |
| UNDERGROUND SERVICE ALERT | | 34475 | | | | 049576 | 150.00 | | |
| SUBSCRIPTION | | | 2009-10 | 02-4400-235 | WATER | | 60.00 | | 580 |
| WATER EDUCATION FOUNDATION | | 35600 | | | | 049577 | 60.00 | | |
| 07/03 LIFT STAT | | | 13574 | 03-4500-220 | SEWER | | 138.00 | 57360220 | 510 |
| 07/13 LIFT STAT | | | 13586 | 03-4500-220 | SEWER | | 138.00 | 57360220 | 520 |
| 07/21 LIFT STAT | | | 13603 | 03-4500-220 | SEWER | | 138.00 | 57360220 | 530 |
| 07/30 LIFT STAT | | | 13613 | 03-4500-220 | SEWER | | 138.00 | 57360220 | 540 |
| RICHARD JONES DBA | | 36349 | | | | 049578 | 552.00 | | |
| MILEAGE | | | 073109 | 01-4100-280 | ADMINISTRA | | 39.05 | | 340 |
| SANCHEZ, CASSEY | | 91216 | | | | 049579 | 39.05 | | |
| MILEAGE | | | 073109 | 01-4100-280 | ADMINISTRA | | 35.47 | | 330 |
| GUARDADO, ESTHER L. | | 91217 | | | | 049580 | 35.47 | | |
| 0215: R&M 6165 | | | 30181 | 01-4200-171 | FIRE | | 69.60 | 21580171 | 590 |
| HEACOCK TRAILERS & TRUCK | | 92505 | | | | 049581 | 69.60 | | |
| R&M: EQUIP | | | 128947 | 01-4200-170 | FIRE | | 105.91 | 23480320 | 360 |

| PAYEE | DETAIL OF DEMANDS VEND.NO. | INV.NO. | ACCOUNT | DEPT NAME | CHECK NO. | CHECK AMOUNT | JOB/PROJECT | KEY # |
|---|-------------------------------|----------|-------------|--------------|--------------|------------------|-------------|-------|
| INTERSPIRO, INC. | 92508 | | | | 049582 | 105.91 | | |
| HYD MTR DEP: MONROE/HWY 1 JOHN VERDIN, INC | 94078 | 01000210 | 02-2200-000 | LIABILITY | 049583 | 420.92 420.92 | | 390 |
| R&M: 30005 AUTO GLASS CENTRAL | 94529 | 11714 | 02-4400-171 | WATER | 049584 | 174.63 174.63 | 40580171 | 230 |
| CHECKS WRITTEN | | | | | | 293,580.82 | | |
| * PREPAID ITEMS | | | | | | .00 | * | |
| TOTAL DEMANDS PAID | | | | | | 293,580.82 | | |