

Board of Directors San Simeon Community Services District



BOARD PACKET

**Wednesday, June 10, 2020
Regular Meeting 3:00 pm**

Virtual Board Meeting via Zoom
Meeting Room: 927-053-7206
Password: 114376

Prepared by:



GRACE
ENVIRONMENTAL SERVICES

AGENDA
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, June 10, 2020
3:00 pm

Pursuant to Governor Gavin Newsom's Executive Order N-29-20 dated March 17, 2020 and the San Luis Obispo County Local Emergency Order and Regulation regarding COVID-19 dated March 18, 2020, this meeting shall occur as a virtual teleconference using the Zoom app. Members of the public cannot physically attend this meeting.

Internet Meeting Location

Join Zoom Meeting:

<https://zoom.us/j/9270537206?pwd=RDNNcTErb2E1TmswRG51WGNEZVJLQT09>

Meeting ID: 927 053 7206

Password: 114376

One tap mobile

+1 669 900 9128,,9270537206# US (San Jose)

+1 346 248 7799,,9270537206# US (Houston)

Meeting Time: June 10, 2020 03:00 PM Pacific Time (US)

NOTE: Zoom recently released the 5.0 security update. Members of the public are encouraged to allow additional login time prior to the start of the meeting to ensure that their systems are properly functioning. On the day of the meeting, the virtual meeting room will be open beginning at 2:30 PM. If you are unable to access the meeting please contact the District office at (805) 927-4778 prior to the 3:00 PM meeting start time and staff can assist you in accessing the meeting. Should you have any questions related to the information on this agenda or if you wish to submit public comment in the written format you can email Cortney Murguia at admin@sansimeoncsd.org. Members of the public can also contact the District office at (805) 927-4778 with any questions or concerns related to this agenda or accessing the meeting.

1. REGULAR SESSION: 3:00 PM

A. Roll Call

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Public Comment - Any member of the public may address the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda.

Presentations are limited to three (3) minutes or less with additional time at the discretion of the Chair. Your comments should be directed to the Board as a whole and not directed to individual Board members. The Brown Act restricts the Board from taking formal action on matters not published on the agenda.

3. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS:

- i. **Sheriff's Report** – Report for May.
- ii. **Superintendent's Report** – Summary of May activities.
- iii. **General Manager's Report** – Summary of May Activities.
- iv. **District Financial Summary** – Summary of Monthly Financials.
- v. **District Counsel's Report** – Summary of May Activities.

B. BOARD OF DIRECTORS AND COMMITTEE REPORTS:

C. SPECIAL PRESENTATION:

D. PUBLIC COMMENTS ON SPECIAL PRESENTATIONS AND REPORTS:

Public Comment - This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #3 – Special Presentations and Reports. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

4. CONSENT AGENDA ITEMS:

Public Comment - Members of the public wishing to speak on consent agenda items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

- A. Review and approval of Minutes for the Special Meeting on April 22, 2020.
- B. Review and approval of Minutes for the Regular Meeting on May 13, 2020.
- C. Review and approval of Disbursements Journal.
- D. Consideration of adoption of Board Resolution 20-421 requesting Consolidation of the District's Bi-Annual Election with the November 8, 2020 Consolidated General Election.

5. BUSINESS ACTION ITEMS:

Public Comment – Public comment will be allowed for each individual business item. Members of the public wishing to speak on business items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes per person for each business item.

- A. **Consideration of candidates to replace the Board of Director Vacancy created by the Resignation of Mary Margaret McGuire and Board Appointment of the new Director.**

- B. Discussion regarding Water Tank Project and consideration of the Affirmation and Restatement of the Agreement between SSCSD and Phoenix Engineering.**
- C. Review of authorization of powers to the General Manager awarded under Resolution 20-419.**
- D. Discussion on Draft Budget FY 2020/2021.**
- E. Discussion regarding the rate increases in water and wastewater to be implemented on the July utility bills.**
- F. Introduction of District Ordinance No. 122 regarding parking on District Streets.**
 - Move Ordinance be read in title only and all further readings be waived.
- G. Discussion and direction to staff regarding request for qualifications (RFQ) for professional engineering services.**
- H. Discussion regarding draft letter to the California Rangeland Trust (CRT) in support of shielding tanks from view of Highway 1.**

6. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS – Requests from Board members to Staff to receive feedback, prepare information, and/or place an item on a future agenda(s).

7. ADJOURNMENT

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the District office, 111 Pico Avenue, San Simeon. If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for a disability-related modification or accommodation, contact the District Administrator at 805-927-4778 as soon as possible and at least 48 hours prior to the meeting date. This agenda was prepared and posted pursuant to Government Code Section 54954.2.

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3. A. ii. SUPERINTENDENT REPORT
Jerry Copeland
Facilities Update for May 2020



SUPERINTENDENT'S REPORT

Item 3.A.ii

Prepared by: Jerry Copeland

1. Wastewater Treatment Plant

- All sampling, testing and reporting at the Wastewater Treatment Plant was performed as required by the RWQCB.
- Maintenance and repairs were made to reactors and clarifiers #2 and #3.
- Annual Laboratory Proficiency Testing was performed.
- One load of sludge was hauled away.

2. Water Treatment and Distribution System

- All routine sampling and testing was performed. The monthly report was submitted to the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW).
- Daily filter operations continue.
- The well depth transducer at Well #1 failed and was replaced.
- A leak was repaired on the service line to the Cavalier Restaurant.
- Monthly water meter reading was performed.

3. District and Equipment Maintenance

- Staff continues with all of the scheduled preventive maintenance for all the equipment at the facilities. We are recording all these activities.
- The stand by generator at the well site was repainted.
- Pot holes were filled around the District.

San Simeon Community Services District

Superintendent's Report

May 2020

MONTHLY DATA REPORT

Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells 1 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
05/01/20	Friday	54,075	51,870	0	60,364	60,364	0	0	0	-	-	0	10.3	10.2	0.00	2,624
05/02/20	Saturday	62,509	59,840	0	75,398	75,398	0	0	0	-	-	0	10.3	10.2	0.00	1,950
05/03/20	Sunday	45,896	46,500	0	43,459	43,459	0	0	0	-	-	0	10.3	10.2	0.00	3,070
05/04/20	Monday	42,511	40,290	0	41,215	41,215	0	0	0	-	-	0	10.4	10.3	0.00	2,105
05/05/20	Tuesday	35,607	36,030	0	0	0	0	0	0	-	-	0	10.4	10.3	0.00	1,009
05/06/20	Wednesday	39,562	37,450	1,421	94,697	96,118	0	0	0	-	-	0	10.4	10.3	0.00	1,364
05/07/20	Thursday	38,593	35,580	0	40,242	40,242	0	0	0	-	-	0	10.5	10.4	0.00	1,617
05/08/20	Friday	60,910	56,830	0	62,084	62,084	0	0	0	-	-	0	10.5	10.4	0.00	1,758
05/09/20	Saturday	45,743	43,290	0	64,777	64,777	0	0	0	-	-	0	10.4	10.4	0.00	1,774
05/10/20	Sunday	49,682	46,910	0	77,343	77,343	0	0	0	-	-	0	10.3	10.2	0.00	2,117
05/11/20	Monday	46,637	45,340	0	51,612	51,612	0	0	0	-	-	0	10.3	10.2	0.00	2,411
05/12/20	Tuesday	36,970	34,500	0	35,530	35,530	0	0	0	-	-	0	10.3	10.2	0.04	1,212
05/13/20	Wednesday	55,339	45,950	1,646	61,261	62,907	0	0	0	-	-	0	10.3	10.2	0.00	1,479
05/14/20	Thursday	82,482	73,270	0	47,199	47,199	0	0	0	-	-	0	10.3	10.2	0.00	1,877
05/15/20	Friday	75,754	68,940	0	61,486	61,486	0	0	0	-	-	0	10.4	10.3	0.00	42,071
05/16/20	Saturday	68,921	64,800	0	54,903	54,903	0	0	0	-	-	0	10.4	10.3	0.00	2,481
05/17/20	Sunday	69,504	68,090	0	86,170	86,170	0	0	0	-	-	0	10.5	10.4	0.27	2,394
05/18/20	Monday	53,036	44,120	0	37,924	37,924	0	0	0	-	-	0	10.4	10.3	0.00	1,426
05/19/20	Tuesday	46,433	43,500	1,571	50,116	51,687	0	0	0	-	-	0	10.3	10.2	0.00	1,447
05/20/20	Wednesday	40,571	37,020	0	51,014	51,014	0	0	0	-	-	0	10.3	10.2	0.00	1,707
05/21/20	Thursday	55,336	51,570	0	45,404	45,404	0	0	0	-	-	0	10.4	10.3	0.00	1,383
05/22/20	Friday	76,350	74,230	0	70,387	70,387	0	0	0	-	-	0	10.3	10.2	0.00	2,396
05/23/20	Saturday	87,231	77,050	0	94,622	94,622	0	0	0	-	-	0	10.4	10.3	0.00	1,770
05/24/20	Sunday	84,347	82,560	0	69,190	69,190	0	0	0	-	-	0	10.4	10.3	0.00	3,258
05/25/20	Monday	81,639	69,830	0	98,586	98,586	0	0	0	-	-	0	10.4	10.3	0.00	2,975
05/26/20	Tuesday	55,421	50,510	0	42,486	42,486	0	0	0	-	-	0	10.5	10.4	0.00	1,613
05/27/20	Wednesday	49,080	46,630	898	67,245	68,143	0	0	0	-	-	0	10.4	10.3	0.00	1,833
05/28/20	Thursday	75,683	68,920	0	80,036	80,036	0	0	0	-	-	0	10.4	10.3	0.00	1,845
05/29/20	Friday	80,472	67,240	0	50,191	50,191	0	0	0	-	-	0	10.4	10.3	0.00	1,561
05/30/20	Saturday	87,978	78,730	0	170,619	170,619	0	0	0	-	-	0	10.4	10.4	0.35	1,552
05/31/20	Sunday	66,444	60,110	0	71,210	71,210	0	0	0	-	-	0	10.4	10.4	0.00	4,631
TOTALS		1,850,716	1,707,500	5,535	1,956,768	1,962,303	0	0	0	0	0	0	10.4	10.3	0.66	102,710
Average		59,701	55,081	179	63,122	63,300	0	0	0	0	0	0	10.4	10.3	0.02	3,313
Minimum		35,607	34,500	0	0	0	0	0	0	0	0	0	10.3	10.2	0.00	1,009
Maximum		87,978	82,560	1,646	170,619	170,619	0	0	0	0	0	0	10.5	10.4	0.35	42,071

DATA SUMMARY SHEET

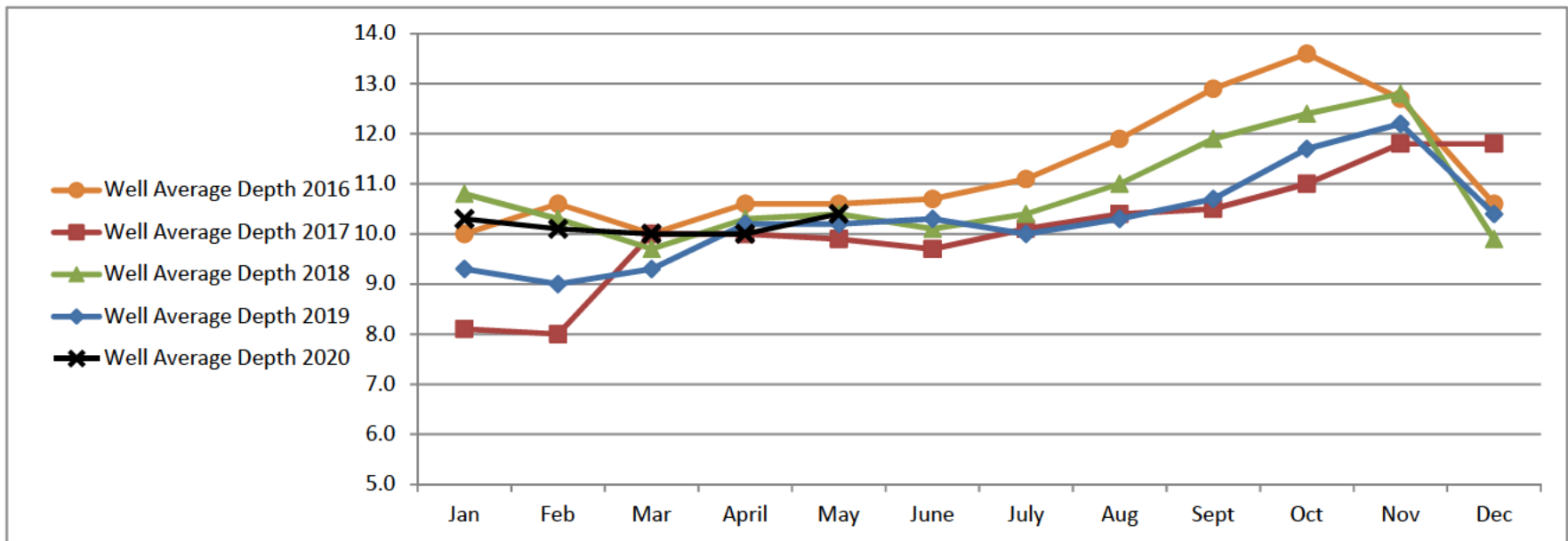
2020													
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total for 2020
Wastewater Influent	2,215,755	1,971,958	1,944,913	1,583,618	1,850,716								9,566,960
Wastewater Final Effluent (Month Cycle)	2,168,690	1,922,920	1,846,450	1,555,350	1,707,500								9,200,910
Adjusted Wastewater Influent (- State Flow)	1,958,507	1,780,122	1,818,999	1,500,460	1,748,006								8,806,094
Water Produced (month cycle)	1,843,670	1,872,693	1,514,688	1,215,724	1,962,303								8,409,079
Sewer Influent/Water Produced Ratio	1.20	1.05	1.28	1.31	0.94								N/A
Adjusted Sewer/Water Produced Ratio	0.94	0.95	1.20	1.24	0.89								N/A
Well 1 Water Production	1,841,426	403,172	3,665	5,685	5,535								2,259,483
Well 2 Water Production	2,244	1,469,521	1,511,023	1,210,040	1,956,768								6,149,595
Total Well Production	1,843,670	1,872,693	1,514,688	1,215,724	1,962,303								8,409,079
Water Well 1 Avg Depth to Water	10.3	10.1	10.0	10.0	10.4								N/A
Water Well 2 Avg Depth to Water	10.2	10.0	9.9	9.9	10.3								N/A
Average Depth to Water of Both Wells	10.3	10.1	10.0	10.0	10.4								N/A
Change in Average Depth to Water from 2019	+1.0	+1.1	+0.7	-0.2	+0.2								N/A
Average Chloride mg/L at the Wells	32	32	32	-	-								N/A
State Wastewater Treated	257,248	191,836	125,914	83,158	102,710								760,866
State % of Total WW Flow	12%	10%	7%	5%	6%								N/A
Recycled Water Sold (Gallons)	0	0	0	0	0								0
Biosolids Removal (Gallons)	4,500	9,000	9,000	0	4,500								27,000
WW Permit Limitation Exceeded	0	0	0	0	0								0
RW Permit Limitation Exceeded	0	0	0	0	0								0
Constituent Exceeded	None	None	None	None	None								N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A								N/A
Sample Result	N/A	N/A	N/A	N/A	N/A								N/A
2019													
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total for 2019
Wastewater Influent	2,974,678	2,978,722	3,279,598	2,517,042	2,622,942	2,407,688	2,798,408	2,948,183	2,466,442	2,409,305	2,067,815	2,722,375	32,193,198
Wastewater Final Effluent (Month Cycle)	2,921,320	2,950,740	3,186,710	2,456,140	2,464,900	2,553,710	3,022,860	2,737,320	2,323,010	2,323,340	1,984,940	2,611,160	31,536,150
Adjusted Wastewater Influent(- State Flow) *	2,599,672	2,540,371	2,840,773	2,267,805	2,227,432	2,089,028	2,339,678	2,543,256	2,152,297	2,116,543	1,802,882	2,355,957	27,875,694
Water Produced (month cycle)	1,849,654	1,643,730	2,013,823	2,212,060	2,175,858	2,456,058	2,832,302	2,609,472	2,373,404	2,390,682	2,001,947	1,865,437	26,424,428
Sewer Influent/Water Produced Ratio	1.61	1.81	1.63	1.14	1.24	0.98	1.09	1.13	1.04	1.01	1.03	1.46	N/A
Adjusted Sewer/Water Ratio	1.41	1.55	1.41	1.03	1.06	0.85	0.91	0.98	0.91	0.86	0.90	1.26	N/A
Average Depth of Both Wells	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4	N/A
Change in Average Depth to Water from 2018	-1.5	-1.3	-0.4	-0.1	-0.2	+0.2	-0.4	-0.8	-1.3	-0.7	-0.6	+0.5	N/A
Average Chloride mg/L at the Wells	55	44	44	46	46	38	38	38	38	32	32	32	N/A
State Wastewater Treated	375,006	438,351	438,825	294,237	395,510	318,660	458,730	404,927	314,145	292,762	264,933	366,418	4,362,504
State % of Total WW Flow	13%	15%	13%	12%	15%	13%	16%	14%	13%	12%	13%	14%	N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	4,500	0	9,000	9,000	4,500	9,000	9,000	4,500	4,500	4,500	0	4,500	63,000
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Constituent Exceeded	None	None	None	None	None	None	None	None	None	None	None	None	N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

San Simeon Community Services District

Superintendent's Report

May 2020

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Well Average Depth 2016	10.0	10.6	10.0	10.6	10.6	10.7	11.1	11.9	12.9	13.6	12.7	10.6
Well Average Depth 2017	8.1	8.0	10.0	10.0	9.9	9.7	10.1	10.4	10.5	11.0	11.8	11.8
Well Average Depth 2018	10.8	10.3	9.7	10.3	10.4	10.1	10.4	11.0	11.9	12.4	12.8	9.9
Well Average Depth 2019	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
Well Average Depth 2020	10.3	10.1	10.0	10.0	10.4							



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3. A. iii GENERAL MANAGER'S REPORT
Charles Grace
Update for May 2020



GENERAL MANAGER'S REPORT

Item 3.A.iii

Staff Activity – Report on Staff activities for the month of May 2020. Regular activities performed by District staff include:

Processing of utility payments, customer service duties, answering phone calls, mailing of the regular monthly utility bills. Prepared and distributed the agenda and Board packet.

Staff also attended to the following items:

- Responded to eight (8) public records requests.
- Mailed the Consumer Confidence Report (CCR) to residents of San Simeon.
- Mailed the Notice of Board Vacancy to residents of San Simeon.
- Mailed the 2nd Quarter newsletter to residents of San Simeon.
- Assisted members of the community with questions related to the MHI survey.
- Manually waived late fees on thirty one (31) customer accounts for a total credit amount of \$ 5,413.27.
- Assisted Board members with an online Brown Act Training webinar through the California Special District Association.
- Contacted the Sheriff regarding two (2) separate incidents involving graffiti on Pico Avenue.
- Assisted District Counsel with gathering documents related to the public records request from the SLO County District Attorney's office.

Update on District Grants:

Cost tracking spreadsheet – Staff has prepared a tracking spreadsheet associated with the grant work being performed by Oliveira Environmental Consulting (OEC).

Relevant Gov't Code and our policy manual: As a special district, we are not legally required to do an RFQ first. Language in Govt Code section 4527(b) and 4528(b) states that local agencies "may undertake [these] procedures." Many local agencies have adopted policies which are consistent with those sections and so did SSCSD when it updated its policy manual.

The costs associated with this work adheres to the District's existing procurement policy 19.04 E.3 and 19.04 E.8. Recently various grant opportunities became available that would help to cover costs related to the Coastal Development Permit (CDP) special condition requirement for a Coastal Hazard Response Plan (CHRP). OEC has an extensive background specific to the effort related to District's CDP special conditions.

OEC has been instrumental in obtaining \$385,000 in grant funding toward the CHRP effort at a cost of only 2.6% of the grant total mentioned above.

To date contracted District staff has obtained \$2,115,225 in grant funding for the community of San Simeon.

Coastal Commission LCP Grant – Communications with Coastal Commission staff regarding information requests. Discuss LCP task deadlines and CHRP deliverables.

NFWF Grant – Continued coordination with Wood and NFWF regarding grant tasks and deliverables.

OPC Grant – Attend conference call with Wood and OPC representative to discuss kick off items and deadlines.

Prop 1 Grant Update – None

Update on District Projects:

Disadvantaged Community Survey (MHI) – On April 27, 2020 SUSP mailed the second round of MHI surveys to customer addresses that had not previously submitted a survey as part of the initial mailing. Staff will continue to work with SUSP and provide progress updates to the Board.

Solid Waste Authority from LAFCO – This item is anticipated at the July Board meeting. This matter requires a public hearing and staff is researching matters related the required public hearing being held via Zoom. The cancellation notice was published in the New Times.

Coastal Development Permit (CDP) Special Conditions Update – Staff continues the effort to coordinate with Wood and Oliveira Consulting to structure grant work plan task completion. Grant work plan task are directed toward completing the required CHRP.

Request for Proposal (RFP) for CEQA – A request for proposal was sent to ten (10) firms. The request for proposal deadline was extended from April 16 to April 30 due to COVID19. The SSCSD received one proposal. The RFP process will be repeated in effort to solicit more response.

Water Tank Project Update – This matter is being discussed as part of the Business Action Items.

Enc: SSCSD Policy and Procedures Manual pages 26-33
Grant Tracking Spreadsheet for Oliveira Consulting

19.00 Procurement Policy.

19.01. Purpose. The purpose of this policy is to provide direction on how to efficiently and legally obtain suitable quality services, supplies, materials, and labor at the lowest possible cost.

19.02. Definitions. For the purposes of this Policy, the term "purchasing" refers collectively to contracting or procurement of services, supplies, materials, or labor, including Capital Improvements.

19.03. Procurement Procedures.

Sections A, B, and C are governed by the following conditions:

The contract shall be awarded to the lowest responsible, responsive bidder, in accordance with the Public Contract Code. Written entries documenting that the required bidding process has been followed shall be entered in the project file, and a copy of the Board Report and contract shall be saved in the District files. Following Board approval, the General Manager and one Board member shall then execute the contract.

A. Solicitation of Formal, Advertised Bids or Requests for Proposals (RFP) for Expenditures Exceeding \$50,000

When any expenditure is expected to exceed \$50,000, the District shall publish a notice inviting bids or requests for proposals a minimum of one week prior to the time of receiving bids in a general circulation newspaper published within San Luis Obispo County. This type of formal bidding process typically includes the issuance of written plans and/or specifications describing the goods or services to be provided and the receipt of written bids from the vendors or contractors involved. The General Manager, or a designated staff member, shall solicit a minimum of three (3) vendors or contractors to bid on the project. There may be special circumstances, however, when fewer than three (3) vendors are available to submit a proposal or fewer than three (3) vendors submit proposals. In such cases, the General Manager shall justify the reason(s) three vendors could not be solicited with written documentation retained in the project file.

B. Solicitation of Three Written Bids or Requests for Proposals for Expenditures Exceeding \$10,000 but Not Exceeding \$50,000

When any expenditure is expected to exceed \$10,000, but not exceed \$50,000, the General Manager, or said designee, shall solicit a minimum of three (3) vendors or contractors to submit written bids or proposals. Written entries documenting that three

written proposals were solicited shall be noted by the General Manager in the project file. There may be special circumstances, however, when fewer than three (3) vendors are available to submit a proposal or fewer than three (3) vendors submit proposals. In such cases, the General Manager shall justify the reason(s) three vendors could not be solicited with written documentation retained in the project file.

1. Alternative Selection Procedure for Expenditures Exceeding \$10,000

When the District is seeking a unique solution to a problem or situation that cannot necessarily be resolved by the lowest bidder (i.e. when the methods, approaches, and procedures to be used in performing the work are of primary importance), a “Point Count/High Score” method of selecting a proposal may be utilized. Before soliciting proposals, the District must determine the method of evaluation and include the appropriate information in the request for proposal. If a “Point Count/High Score” method will be used, a comprehensive evaluation plan must be developed and finalized. All rating and scoring factors that are to be considered must be included, criteria for considering costs must be developed, and the evaluation plan must provide for a fair and equitable evaluation of all proposals. Scoring factors must take into consideration cost and that factor cannot be less than 30% of the total points available. Proposals received under this method shall first be evaluated to determine whether they were received in time and in the manner prescribed to determine which ones meet the format requirements specified in the request for proposal. Those proposals that meet the format requirements shall then be submitted to an evaluation committee which shall be comprised of the General Manager and one Board member. The evaluation committee will evaluate and score the proposals using the methods specified in the request for proposal. The contract must be awarded to the responsible, responsive proposal given the highest score by the evaluation committee.

Note: *Invitation for Bids* are typically used to obtain simple, common, or routine services that may require personal or mechanical skills (i.e. little discretion is used in performing the work). *Requests for Proposals* are used to obtain complex services in which professional expertise is needed and may vary. *Requests for Proposals that will utilize the alternative selection procedure* should be used only to obtain very complex and/or unique services in which professional expertise and methods vary greatly or creative/innovative approaches are needed. (i.e. public relations, advertising, complex research projects).

C. Solicitation of Three Verbal Quotes for Expenditures Exceeding \$5,000 but Not Exceeding \$10,000

When any expenditure is expected to exceed \$5,000 but not exceed \$10,000, the General Manager, or said designee, shall solicit a minimum of three (3) verbal quotes to provide the goods or services. Written entries documenting that three verbal quotes were solicited shall be made in the project file.

D. Expenditures Not Exceeding \$5,000

The General Manager, or said designee, shall obtain competitive cost information, whenever reasonably feasible, for any District purchase even though formal cost quotations are not required for goods or services costing \$5,000 or less. The General Manager shall approve the payment.

19.04. Exceptions to Standard Purchasing Procedures.

A. Public Projects.

On June 11, 2014, the District passed Resolution No. 14-363 adopting the Uniform Public Construction Cost Accounting Procedures (California Public Contract Code § 22000 *et seq.*) in the contracting for construction of “public projects.” The District is therefore subject to the uniform construction cost account procedures set forth in Pub. Con. Code § 22000 *et seq.* and incorporates the procedures set forth therein to this policy manual. “Public project” means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting or repainting of any publicly owned, leased, or operated facility.

B. Emergency Conditions

An emergency is defined as a breakdown in machinery and/or equipment resulting in the inability of the District to provide essential services or a threat to public health, safety, or welfare, including, but not limited to, threatened damage to natural resources or an imminent threat of injury or damage to any person or property.

In the case of such an emergency, the formal RFP process is suspended. The General Manager, or said designee, shall secure, in the open market at the lowest obtainable price, any services, supplies, material, or labor required to respond to the emergency. The Purchase Order should indicate "Emergency Conditions" with written documentation of the nature of the emergency and lowest obtainable price information. The General Manager shall consult with two Board members prior to taking significant action.

In the case of a natural disaster or for civil defense, nothing contained in this Policy shall limit the authority of the General Manager to make purchases and take necessary emergency steps.

C. Limited Availability/Sole Source

Occasionally, necessary supplies, material, equipment, or services are of a unique type, are of a proprietary nature, or are otherwise of such a specific design or construction, or are specifically necessary for purposes of maintaining cost-effective system consistency so as to be available from only one source. The General Manager may dispense with the requirement of competitive bids and recommend negotiating a fair price and making the purchase from a sole source if, after reasonable efforts by District staff to find alternative suppliers, there exists only a single source. Alternatively, if reasonable efforts by District staff to identify three (3) vendors or contractors as applicable under this policy are unsuccessful, the General Manager may authorize a limited availability bidding process with fewer than three (3) vendors or contractors. The basis for the sole source recommendation shall be documented in writing on the contract or purchase order and approved, in advance, by the Board for purchases exceeding \$10,000 and the General Manager, or other authorized District staff, under this policy for purchases not exceeding \$10,000.

D. Cooperative Purchasing

The District shall have the authority to join in cooperative purchasing agreements with other public agencies (e.g. the State of California or other counties, cities, or special districts) to purchase goods or services at a price established by that agency through a competitive bidding process consistent with California public bidding requirements. The Board may authorize participation in cooperative purchasing agreements.

E. Professional Consultant Services

1. Definition and Restrictions

Professional consultant services are of a technical nature and, due to the type of services to be provided, do not readily fall within the "low bid" competitive bidding process. California Government Code Section 4525 *et. seq.* requires that selection of professional consultants in the categories of architects, landscape architects, engineers, surveyors, and environmental consulting be made on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the required services. Professional consultants should be individually selected for a specific project or problem with the objective of selecting the most qualified consultant at a price that is fair and reasonable. Professional service agreements shall not be split into smaller units, nor shall contract amendments be used, for the purpose of circumvention of the expenditure limits of this Policy.

As used in this Policy, "professional consultant service agreement" shall mean and include all professional services provided by the same consultant that are provided as part of or related to the same project or program for which the consultant is being retained. Consultants who are retained to provide services on an ongoing basis, such as geotechnical peer reviews of District projects, shall be retained by means of an annual service agreement unless an agreement providing for renewal or extension of services has been approved.

- a. For selection of architects, landscape architects, engineers, surveyors, and environmental consultants, the following procedures shall apply unless the services needed from such consultants are of a technical nature or involve professional judgment.

Cost is not to be included in the Request for Proposal (RFP). Only after a firm is selected, is compensation negotiated. The scope of work is the basis for negotiations for payment. If the parties cannot agree on fair compensation, negotiations may be formally terminated with the firm considered most qualified and may be commenced with the second highest-rated firm. Such procedure may be repeated until an agreement is reached with a qualified firm.

Alternatively, a fee or cost estimate can be requested at the time of the RFP by requiring it to be provided in a separate, sealed envelope. The fee estimate will only be opened after selecting the successful consulting firm.

- b. For consultants who do not fall under the qualifications-based selection method described above, or where the services needed from the vendors listed above are of a technical nature and involve professional judgment, cost can be included in the RFQ/RFP and used in ranking the consultants for selection. Examples of such consultants include, but are not limited to: training, safety, recruitment, personnel services, economic analysis, city and regional planning, property appraisals/analysis, property acquisition, title insurance, facilitators, legal services, financial services, and data processing.

2. Selection Procedures for Professional Services in Excess of \$50,000

When the cost for professional services is expected to be in excess of \$50,000, the District shall prepare a Request for Proposal (RFP) which should request the professional's qualifications, relevant experience, described approach, staffing, and support. The proposal should outline the terms, conditions, and specifications of the services required by the District. District staff will review the proposals received, rank the consultants based upon the following criteria, and invite the most qualified firms for interviews:

- a. ability of the consultants to perform the specific tasks outlined in the RFP,
- b. qualifications of the specific individuals who will work on the project,
- c. quantity and quality of time key personnel will be involved in their respective portions of the project,
- d. reasonableness of the fee requested to do the work; comparability of fee to similar services offered by other qualified consultants (except where fee is to be negotiated later),
- e. demonstrated record of success by the consultant on work previously performed for the District or for other public agencies or enterprises,
- f. the specific method and techniques to be employed by the consultant on the project or problem,
- g. ability of the consultant to provide appropriate insurance in adequate amounts, including errors and omissions if applicable, and
- h. responsiveness to the RFP.

The report to the Board shall summarize the basis for staff's consultant selection recommendation and the ranking of the consultants based upon these criteria. Following Board approval, the General Manager and one Board member shall then execute the contract.

3. Selection Procedures for Professional Services in Excess of \$10,000 but Not Exceeding \$50,000

District staff shall solicit written proposals from a minimum of three (3) qualified consultants. A formal RFP is not required. There may be special circumstances, however, when fewer than three (3) vendors are available to submit a proposal or fewer than three (3) vendors submit proposals. In such cases, the General Manager shall justify the reason(s) three (3) vendors could not be solicited with written documentation retained in the project file.

The selection shall be based upon the criteria noted in Section 2 above. The General Manager, or said designee, may approve the selection and execute the agreement.

The ranking and selection recommendation, based upon these criteria and the written proposal information, shall be documented in the project file. Following Board approval, the General Manager shall then execute the contract.

4. Selection Procedures for Professional Services in Excess of \$5,000 Not Exceeding \$10,000

Formal RFP's are not required for professional services in excess of \$5,000 and not exceeding \$10,000. District staff may select a consultant from a pre-qualified consultant file if available. District staff shall contact at least three (3) qualified consultants and request an informal written proposal or verbal proposal. There may be special circumstances, however, when fewer than three (3) vendors are available to submit a proposal or fewer than three (3) vendors submit proposals. In such cases, the General Manager shall justify the reason(s) three vendors could not be solicited with written documentation retained in the project file.

The selection shall be based upon the criteria noted in Section 2 above. Notations documenting the proposals and reasons for selection shall be made in the project file. Following Board approval, the General Manager shall then execute the agreement.

5. Selection Procedure for Professional Services Not Exceeding \$5,000

Formal RFP's are not required for professional services \$5,000 or under. District staff may select a consultant from a prequalified consultant file if available. The General Manager shall approve the selection.

6. Renewal of Contracts with Professional Consultants

The District may, after following required consultant selection procedures, enter into consultant agreements which contain provisions authorizing their extension or renewal. Recommendations to extend or renew an existing contract with a professional consultant should include a written evaluation of the work performed by the consultant as well as a determination that the rationale for providing for the renewal option in the existing contract remains valid and that the fees being charged are comparable to fees for similar services offered by other consultants at the time of renewal or extension. If the total amount of the contract renewal does not exceed \$5,000, the General Manager, or said designee, may execute a contract amendment to formalize the renewal. If the total amount of the original agreement and any amendments exceed \$5,000, prior Board approval must be obtained.

7. Conflict of Law

These procedures are not applicable where superseded by local, state, or federal law; where the terms of grant funding provide for the use of other consultant selection procedures; or where the District is obligated to select consultants through the use of different procedures, such as the requirements of an insurance or self-insurance program.

8. Special Circumstances

These professional consultant selection procedures are not applicable when three (3) qualified professional service firms or individuals are unavailable or if it is appropriate and in the best interest of the District under the specific circumstances of the project at issue to limit the number of consultants solicited. Examples of such specific circumstances may include the following: the need to take immediate action on a project precludes the District's ability to follow these procedures; the absence of any fiscal or competitive advantage in following these procedures; only one consultant is known to be available and capable of providing needed services within the required time; the services to be provided are so unique that only one known consultant is qualified and available to perform them; or the terms of a legal mandate or negotiated agreement require the use of a particular consultant. The basis for such action shall be documented in writing and noted in the contract and approved by the General Manager. When Board approval is required, the documented basis for such action shall be included in the report to the Board.

9. Prequalified Consultant File

District staff may maintain a current file of consultants in their appropriate professional services categories after the selection procedures have been followed in this policy and a determination made that a consultant is qualified and competent. District staff may maintain this "prequalified consultant" file for a period of two (2) years from determination of the qualification of such consultant. The District may select a prequalified consultant from this file for services.

F. Open Purchase Orders for Routine and Repetitive Supplies and Services

Open purchase orders may be entered into with vendors who are expected to supply routine services, supplies, materials, or labor to the District on a regular basis throughout the fiscal year (such as gasoline, disking, road maintenance, vehicle maintenance, printing, office supplies, office machinery maintenance, computers, ergonomic equipment, field hardware, resource management supplies). Such open purchase orders should normally be closed at the conclusion of each fiscal year.

1. Competitive Bidding Procedures

Vendors of repetitive supplies and services shall be selected through the competitive procedures set out above, based upon the anticipated or budgeted cumulative cost of the supply or service. When competitive bidding procedures cannot feasibly be done due to the nature of the product to be purchased, a comparison of vendors' prices on representative sample items will be made and staff will provide written documentation of the price quotations used to select the vendor with the lowest cost. In the event that the vendor selected for repetitive supplies and services ceases to provide competitive costs for supplies or adequate services during the fiscal year, the District may replace that vendor with the next lowest cost vendor who participated in the cost comparison.

2. Multi-year Contracts

Multi-year contracts shall be selected through the competitive procedures set out above, based upon the anticipated or budgeted cumulative cost of the supply or service over the course of the contract. Multi-year contracts can be let only when it is documented that it is appropriate and necessary to secure the best pricing or to

assure continuity of service. Whenever feasible, multi-year contracts for service or supplies shall provide that the option to renew or extend the contract is at the District's sole discretion.

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Coastal Commission LCP Grant

Date	Invoice #	Amount	Total TD
10/2/2019	2019025	\$1,235.00	
10/2/2019	2019026	\$1,900.00	
1/24/2020	2020005	\$1,650.00	
4/24/2020	2020013	\$1,100.00	

\$5,885.00

\$ 130,000.00 Grant Amount applied for

NFWF Grant

Date	Invoice #	Amount	Total TD
1/24/2020	2020005	\$550.00	
4/24/2020	2020013	\$2,365.00	

\$2,915.00

\$ 125,000.00 Grant Amount applied for

Ocean Protection Council

Date	Invoice #	Amount	Total TD
4/24/2020	2020013	\$1,210.00	

\$1,210.00

\$ 130,000.00 Grant Amount applied for

IRWM Prop. 1 Grant

Date	Invoice #	Amount	Total TD
6/19/2018	2018016	\$190.00	
4/17/2019	2019010	\$1,472.50	
7/23/2019	2019019	\$95.00	
10/2/2019	2019025	\$1,710.00	
10/2/2019	2019026	\$2,520.00	
1/24/2020	2020005	\$4,070.00	
4/24/2020	2020013	\$495.00	

\$10,552.50

\$ 500,000.00 Grant Amount applied for

Total on Oliveira Grant Effort \$20,562.50

Amount of grants being applied for \$ 885,000.00

Effort % of application amount 2%

Water Tank Project - MND Contract			*Paid w/grant money
Date	Invoice #	Amount	Total TD
11/1/2018	2018033	\$1,950.00	
12/15/2018	2018037	\$2,600.00	
	2019006	\$4,270.00	
10/1/2019	2019024	\$10,860.00	\$19,680.00

Water Tank Project - MND additional effort (not part of contract)

12/19/2018	2018036	\$885.00	CEQA update and board presentation
	2019026	\$475.00	MND comment letter / board pres
	2020006	\$5,280.00	Detailed response to MND comments, attend 2 board meetings and prep
			\$6,640.00

Rare Plant Survey (not part of contract)

	2019005	\$665.00	Rare plant survey not part of contract
	2019011	\$285.00	County meeting rare plant survey new county project mngr
	2019020	\$190.00	Communicate rare plant survey effort
	2019022	\$3,700.00	Rare plant survey
			\$4,840.00

Water Tank Project Staff Support

7/26/2017	2017018	\$95.00	
9/4/2018	2018023	\$807.50	
3/4/2019	2019005	\$190.00	
4/17/2019	2019011	\$760.00	
4/24/2020	2020015	\$165.00	
			\$2,017.50

Total **\$33,177.50**

Rip Rap CDP WWTP

Date	Invoice #	Amount	Total TD
1/26/2017	2017005	\$1,330.00	
7/26/2017	2017018	\$285.00	
6/26/2017	2017016	\$1,425.00	
10/16/2017	2017025	\$2,327.50	\$5,367.50
1/23/2018	2018004	\$2,517.50	
3/19/2018	2018009	\$1,567.50	
6/19/2018	2018016	\$2,554.30	
7/30/2018	2018021	\$1,805.00	
9/4/2018	2018023	\$1,995.00	
10/16/2018	2018032	\$6,091.12	\$16,530.42
7/23/2019	2019019	\$3,705.00	
10/2/2019	2019025	\$1,805.00	
10/2/2019	2019026	\$570.00	\$6,080.00
1/24/2020	2020004	\$2,750.00	
4/24/2020	2020014	\$165.00	\$2,915.00
		Total	\$30,892.92

Pico Stairs Emergency Permit

Grant
funded

Date	Invoice #	Amount
1/26/2017	2017005	\$570.00
2/24/2017	2017007	\$760.00
4/28/2017	2017011	\$1,045.00
7/26/2017	2017018	\$475.00
6/26/2017	2017016	\$1,425.00
10/16/2017	2017025	\$665.00
1/23/2018	2018004	\$475.00
3/19/2018	2018009	\$1,425.00

\$6,840.00

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3. A. iv. DISTRICT FINANCIALS
Cortney Murguia
May 31, 2020

SAN SIMEON COMMUNITY SERVICES DISTRICT



3.A.iv FINANCIAL SUMMARY

Billing May 31, 2020

April Billing Revenue	\$	37,153.14
May Billing Revenue	\$	65,240.30
Past Due (Over 60 days)	\$	6,760.74

ENDING BANK BALANCES

May 31, 2020

PACIFIC PREMIER BANK:

Money Market Account Closing Balance April 30, 2020	\$	1,163,497.42
Interest for May	\$	1,651.71
Money Market Account Closing Balance May 31, 2020	\$	1,165,149.13
Reserve Fund		(250,000.00)
Wait-list Deposits		(69,750.00)
Customer Deposits		(9,200.00)
Available Funds	\$	<u>836,199.13</u>
General Checking Account May 31, 2020	\$	72,465.18
LAIF Closing Balance May 31, 2020	\$	555.80
Interest Money Market Account 2019	\$	22,529.11
Interest Money Market Account 2020	\$	8,996.74

SAN SIMEON COMMUNITY SERVICES DISTRICT
Balance Sheet
As of May 31, 2020

	May 31, 20
ASSETS	
Current Assets	
1010 · Petty cash	150.00
1015 · Pacific Prem - General Checking	74,881.26
1017 · Pacific Premier-Money Market	1,165,149.13
1040 · Cash in county treasury	108.33
1050 · LAIF - non-restricted cash	553.02
Total Checking/Savings	1,240,841.74
Other Current Assets	
1200 · Accounts receivable	105,839.60
1220 · A/R - Hearst Castle	15,776.54
1300 · Prepaid expenses	846.85
Total Other Current Assets	122,462.99
Total Current Assets	1,363,304.73
Fixed Assets	
1420 · Building and structures	395,874.73
1500 · Equipment	316,747.53
1540 · Major Water Projects	190,360.90
1560 · Pipe bridge	28,075.58
1580 · Sewer plant	1,488,555.08
1600 · Water system	550,390.00
1620 · WWTP expansion	299,565.92
1630 · Tertiary Project	262,932.67
1640 · Wellhead Rehab Project	450,827.53
1650 · Wa kway access projects	21,511.00
1660 · RO Unit	931,966.97
1670 · Reservoir / Water Tanks	223,205.88
1680 · Generator	29,101.14
Total 1400 · Fixed assets	5,189,114.93
1690 · Accumulated depreciation	(2,532,276.95)
Total Fixed Assets	2,656,837.98
TOTAL ASSETS	4,020,142.71
LIABILITIES & EQUITY	
Current Liabilities	
2100 · Payroll liabilities	(15.30)
2500 · Customer security deposits	9,165.50
2510 · Connect hookup wait list	70,890.00
2520 · USDA Loan	443,122.00
Total Current Liabilities	523,162.20
Total Liabilities	523,162.20
Equity	
3200 · Fund balance	3,275,440.52
3900 · Suspense	(50.00)
Net Income	221,589.99
Total Equity	3,496,980.51
TOTAL LIABILITIES & EQUITY	4,020,142.71

**SAN SIMEON COMMUNITY SERVICES
HISTORICAL FISCAL REVIEW**

FY 2016/2017

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$12,485.00			\$13,996.07			\$29,440.40			\$23,960.29	\$79,881.76
Property Tax	\$1,161.69		\$1,184.42	\$6,789.01	\$6,970.82	\$28,878.98	\$2,456.74	\$2,966.66	\$2,421.97	\$23,540.38	\$415.92	\$1,111.78	\$77,898.37
Water	\$36,292.1	\$36,746.52	\$31,241.74	\$29,953.03	\$22,549.49	\$19,445.8	\$25,600.5	\$22,112.36	\$19,816.90	\$27,563.35	\$27,763.55	\$31,331.40	\$330,416.71
Sewer	\$41,862.8	\$43,190.60	\$36,386.89	\$35,106.74	\$25,574.57	\$21,817.9	\$29,037.7	\$24,590.36	\$22,440.87	\$31,022.32	\$31,228.75	\$34,851.59	\$377,111.12
Service	\$6,559.5	\$6,472.20	\$6,472.20	\$6,472.20	\$6,626.30	\$6,533.8	\$6,503.0	\$6,503.02	\$6,503.02	\$6,503.02	\$6,564.66	\$6,626.30	\$78,339.28
Late Fees	\$485.7	\$97.52	\$595.71	\$316.72	\$353.70	\$1,587.7	\$366.8	\$1,387.73	\$735.52	\$202.87	\$187.94	\$804.03	\$7,121.95
Grant Funds						\$20,000.00							
Revenue	\$86,361.78	\$86,506.84	\$88,365.96	\$78,637.70	\$62,074.88	\$92,260.26	\$63,964.81	\$57,560.13	\$81,358.68	\$88,831.94	\$66,160.82	\$98,685.39	\$950,769.19
Expense	\$127,105.89	\$72,035.48	\$114,268.09	\$71,273.31	\$75,340.87	\$66,017.87	\$71,441.43	\$72,822.48	\$152,049.21	\$62,994.78	\$77,525.44	\$71,657.28	\$1,034,532.13
Balance	(\$40,744.11)	\$14,471.36	(\$25,902.13)	\$7,364.39	(\$13,265.99)	\$26,242.39	(\$7,476.62)	(\$15,262.35)	(\$70,690.53)	\$25,837.16	(\$11,364.62)	\$27,028.11	(\$83,762.94)
Water Sold Cu Ft	324654	324654	281207	269907	203338	175391	232048	200704	179990	249876	249279	282352	2,973,400
Water Sold Acre ft	7.45	7.45	6.46	6.20	4.67	4.03	5.33	4.61	4.13	5.74	5.72	6.48	68.26

FY 2017/2018

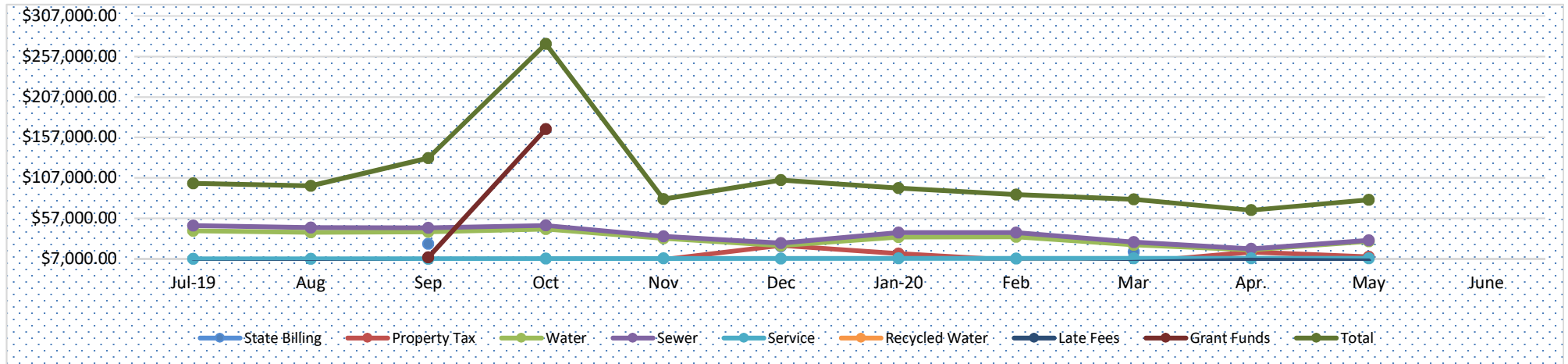
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$24,606.31			\$21,914.14			\$21,542.66			\$23,690.87	\$91,753.98
Property Tax	\$1,282.43		\$121.78	\$3,983.38	\$11,222.22	\$31,099.09	\$7,506.90	\$2,750.02	\$640.94	\$22,168.20	\$1,686.05	\$771.97	\$83,232.98
Water	\$34,880.43	\$36,192.33	\$31,137.52	\$27,999.25	\$26,930.07	\$19,762.53	\$22,551.64	\$25,457.70	\$16,741.07	\$28,408.76	\$27,795.23	\$36,075.95	\$333,932.48
Sewer	\$38,495.46	\$39,770.86	\$33,836.96	\$30,919.58	\$29,421.68	\$21,164.32	\$25,021.12	\$28,652.26	\$19,108.33	\$32,900.73	\$31,492.38	\$40,773.70	\$371,557.38
Service	\$6,820.12	\$6,950.95	\$6,821.63	\$6,659.98	\$6,886.29	\$6,886.29	\$6,789.30	\$6,853.96	\$6,724.64	\$6,724.64	\$6,724.64	\$6,724.64	\$81,567.08
Late Fees	\$628.24	\$379.06	\$292.61	\$241.85	\$221.14	\$159.01	\$113.69	\$197.92	\$487.09	\$284.43	\$202.63	\$179.47	\$3,387.14
Grant Funds	\$332,310.87						\$42,858.00						
Revenue	\$82,106.68	\$83,293.20	\$96,816.81	\$69,804.04	\$74,681.40	\$100,985.38	\$61,982.65	\$63,911.86	\$65,244.73	\$90,486.76	\$67,900.93	\$108,216.60	\$965,431.04
Expense	\$94,660.34	\$87,503.06	\$104,489.98	\$71,763.52	\$62,490.35	\$85,613.60	\$88,196.48	\$73,251.65	\$109,510.66	\$70,856.21	\$80,363.24	\$80,743.66	\$1,009,442.75
Balance	(\$12,553.66)	(\$4,209.86)	(\$7,673.17)	(\$1,959.48)	\$12,191.05	\$15,371.78	(\$26,213.83)	(\$9,339.79)	(\$44,265.93)	\$19,630.55	(\$12,462.31)	\$27,472.94	(\$44,011.71)
Water Sold Cu Ft	299369	310960	266284	241692	232942	169355	194345	217741	144425	244412	237414	308832	2,867,771
Water Sold Acre ft	6.87	7.14	6.11	5.55	5.35	3.89	4.46	5.00	3.32	5.61	5.45	7.09	65.84

FY 2018/2019

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$26,723.91			\$20,971.00			\$19,858.71			\$19,390.52	\$86,944.14
Property Tax	\$1,288.59		\$169.19	\$7,205.82	\$8,542.19	\$33,187.58	\$1,319.32	\$4,888.55	\$2,227.01	\$22,928.34	\$3,062.24	\$1,057.02	\$85,875.85
Water	\$41,336.59	\$45,279.14	\$41,178.74	\$34,050.67	\$30,760.16	\$24,353.21	\$29,009.60	\$27,745.06	\$24,146.67	\$35,445.24	\$29,158.01	\$38,455.33	\$400,918.42
Sewer	\$47,258.33	\$53,156.35	\$47,379.43	\$39,628.31	\$35,491.84	\$28,149.21	\$34,169.78	\$32,181.86	\$27,850.19	\$41,666.62	\$33,854.74	\$44,856.07	\$465,642.73
Service	\$7,111.73	\$7,113.60	\$7,113.60	\$7,113.60	\$7,079.40	\$7,079.40	\$7,147.80	\$7,079.40	\$7,079.40	\$7,079.40	\$7,045.20	\$7,079.40	\$85,121.93
Late Fees	\$461.43	\$201.49	\$290.08	\$168.71	\$600.53	\$135.60	\$178.43	\$146.51	\$126.87	\$177.46	\$111.54	\$272.66	\$2,871.31
Grant Funds				\$11,367.00		\$18,753.05							
Revenue	\$97,456.67	\$105,750.58	\$122,854.95	\$88,167.11	\$82,474.12	\$113,876.00	\$71,824.93	\$72,041.38	\$81,288.85	\$107,297.06	\$73,231.73	\$111,111.00	\$1,127,374.38
Expense	\$81,495.91	\$74,250.58	\$102,279.81	\$104,990.12	\$111,554.79	\$92,037.25	\$94,850.91	\$94,625.06	\$71,744.58	\$105,016.25	\$89,244.32	\$98,066.81	\$1,120,156.39
Balance	\$15,960.76	\$31,500.00	\$20,575.14	(\$16,823.01)	(\$29,080.67)	\$21,838.75	(\$23,025.98)	(\$22,583.68)	\$9,544.27	\$2,280.81	(\$16,012.59)	\$13,044.19	\$7,217.99
Water Sold Cu Ft	334631	367360	332914	275609	243491	195107	236456	227602	197397	288979	236030	311046	3,246,622
Water Sold Acre ft	7.68	8.43	7.64	6.33	5.59	4.48	5.43	5.23	4.53	6.63	5.42	7.14	74.53

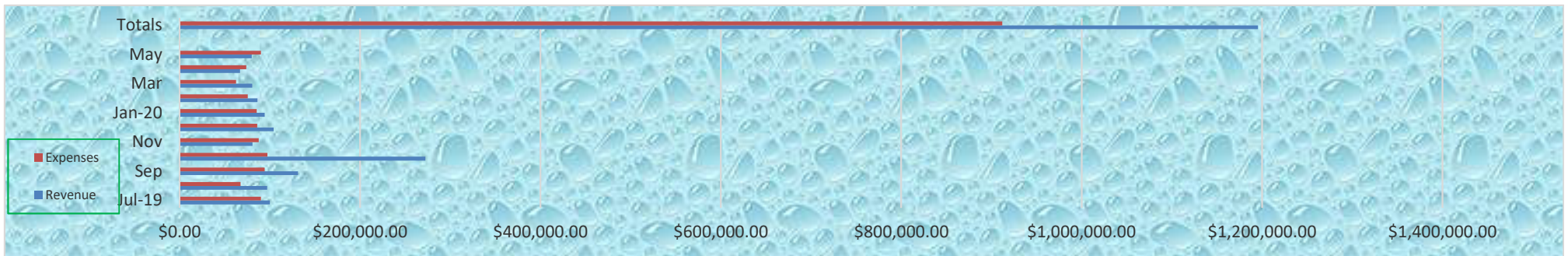
DISTRICT REVENUE FY 2019/2020

	Jul-19	Aug	Sep	Oct	Nov	Dec	Jan-20	Feb	Mar	Apr.	May	June	Totals
State Billing			\$25,528.71			\$22,455.35			\$15,776.54				\$63,760.60
Property Tax	\$1,218.61	\$2,752.21	\$3,126.48	\$5,305.64	\$6,019.52	\$23,503.23	\$13,612.60	\$5,282.91	\$2,659.00	\$15,436.18	\$9,385.45		\$88,301.83
Water	\$41,718.97	\$39,623.52	\$40,324.01	\$43,808.36	\$32,208.00	\$23,432.56	\$33,732.14	\$34,067.23	\$24,268.55	\$17,909.86	\$28,582.31		\$359,675.51
Sewer	\$48,137.21	\$45,503.27	\$45,161.69	\$48,244.57	\$34,916.02	\$26,527.95	\$39,321.56	\$39,368.21	\$27,637.52	\$19,243.28	\$29,934.22		\$403,995.50
Service	\$7,113.60	\$7,045.20	\$7,079.40	\$7,451.10	\$7,489.26	\$7,344.54	\$7,525.44	\$7,453.08	\$7,489.26	\$7,489.26	\$7,489.26		\$80,969.40
Recycled Water													\$0.00
Late Fees	\$1,957.04	\$2,399.24	\$1,407.87	\$468.45	\$316.84	\$1,136.41	\$237.28	\$307.96	\$2,793.44	\$5,540.71	\$4,647.78		\$21,213.02
Grant Funds			\$8,750.00	\$167,376.61						\$1,485.90			\$177,612.51
Total	\$100,145.43	\$97,323.44	\$131,378.16	\$272,654.73	\$80,949.64	\$104,400.04	\$94,429.02	\$86,479.39	\$80,624.31	\$67,105.19	\$80,039.02		\$1,195,528.37
Water Sold Cu Ft	336845	319458	323518	329822	242893	179311	260006	261505	185972	137196	217871		2794397
Water Sold Acre ft	7.73	7.33	7.43	7.57	5.58	4.12	5.97	6.00	4.27	3.15	5.00	0.00	64.15



REVENUE VS EXPENSES

	Jul-19	Aug	Sep	Oct	Nov	Dec	Jan-20	Feb	Mar	Apr.	May	June	Totals
Revenue	\$100,145.43	\$97,323.44	\$131,378.16	\$272,654.73	\$80,949.64	\$104,400.04	\$94,429.02	\$86,479.39	\$80,624.31	\$67,105.19	\$80,039.02	\$0.00	\$1,195,528.37
Expenses	\$90,205.84	\$67,705.50	\$94,401.58	\$97,595.50	\$87,822.01	\$86,173.97	\$85,716.44	\$75,643.11	\$62,582.54	\$73,942.83	\$90,232.61		\$912,021.93
Balance	\$9,939.59	\$29,617.94	\$36,976.58	\$175,059.23	(\$6,872.37)	\$18,226.07	\$8,712.58	\$10,836.28	\$18,041.77	(\$6,837.64)	(\$10,193.59)	\$0.00	\$283,506.44



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4. CONSENT AGENDA

- A. Consideration of approval of minutes for the Special Meeting on April 22, 2020.**

MINUTES
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS SPECIAL MEETING
April 22, 2020 @ 3PM

Internet Meeting Location

1. MEETING SESSION: 3:00 PM

- | | |
|---|--|
| <p>A. Acting Chairperson Kellas – Present
Director Russell – Present
Director Carson – Present
Director Maurer – Present</p> | <p>Charlie Grace – General Manager
District Counsel, Natalie Frye Laacke</p> |
|---|--|

2. PUBLIC COMMENT:

3. BUSINESS ITEMS

A. Direction to staff regarding notice of Brown Act Demand for Cure; Request for Agenda letter from the San Luis Obispo District Attorney.

Acting Chairperson Kellas introduced the item by reading the staff report. She explained that she had directed staff to request a copy of the original complaint that was made to the District Attorney's office.

Acting Chairperson Kellas asked for public comment related to this item. (Cortney Murguia *staff member unmuted all participants on the call to allow for public comment). There was no public comment related to this item.

There was no action taken on this matter.

B. Review and approval of Resolution No. 20-419 Declaration of Emergency and Resolution of the San Simeon Community Services District to Temporarily Authorize Increased Authority of the General and Temporary Relief for Non-Payment of Water/Sewer Bills.

Acting Chairperson introduced the item by reading the staff report.

Acting Chairperson Kellas asked for public comment related to this item.

Michael Donahue inquired as to why the District was declaring a non-water related emergency.

Acting Chairperson Kellas provided information related to Governor's Newsom emergency declaration and

Henry Krzciuk asked for staff to acknowledge his written comments submitted via email and requested that his comments become part of the public record. He read the statement that he submitted to the office. He stated that he was opposed to the resolution.

Michael Hanchette commented. He thanked the Board for being proactive on their approach of how to handle COVID19 related matters. He thought the response was appropriate.

Kevin Thorton spoke. He stated that he was the owner of the Quality Inn in San Simeon. He thanked staff and the Board for the resolution and stated that he was 100% supportive of Resolution 20-419.

Director Russell asked Natalie Frye Laacke about the Districts ability to declare an emergency.

Natalie Frye Laacke provided an explanation as to why the District had declared the emergency. She also clarified that the District could change the language related to the District specifically declaring an emergency and still achieve the intended purpose of the resolution.

Director Russell, Acting Chairperson Kellas, Director Carson, and Charlie Grace discussed the existing language in the policy and procedures manual. Charlie Grace stated that the Resolution was created during the initial COVID19 outbreak and that staff had been concerned having Board members get sick and the inability to get a quorum to conduct District business.

Henry Krzciuk provided an example of language that could modified in the Resolution.

Natalie Frye Laacke and Acting Chairperson Kellas discussed removing the language related to "for a period of 90 days". Also remove all language related to emergency declaration. It was agreed that this language be removed.

Acting Chairperson Kellas asked if Paul wanted to comment related to this matter. There was no reply from this person.

Director Russell asked that item number six (6) be removed related to the policies and procedures language.

Director Carson stated that he was ok with the language.

Director Maurer also commented about item number two (2) and the spending limit.

RECAP of Changes: Item one (1) to be removed. Item five (5) add language related to "contact the office", remove item six (6), remove all language stating ninety (90) days.

A motion was made to approve the Resolution with the recommended changes.

Motion by: Acting Chairperson Kellas

2nd: Director Carson

All in: 3 /1

Roll Call:

Kellas: Yes

Russell: No

Carson: Yes

Maurer: Yes

C. Discussion related to the District being able to apply for funding as part of the federal stimulus package.

Acting Chairperson Kellas introduced the item. She asked for public comment. There was no public comment.

A motion was made staff was directed to apply for funding as part of the federal stimulus package.

Motion by: Acting Chairperson Kellas

2nd: Director Maurer

All in: 4 /0

Roll Call:

Kellas: Yes

Russell: Yes

Carson: Yes

Maurer: Yes

Natalie Frye Laacke commented on item 3A and asked that Acting Chairperson Kellas provide direction to staff related to the Board members and the Brown Act training portion of this item. Staff was directed to place this item on the next meeting agenda.

4. ADJOURNMENT @ 3:54 PM

4. CONSENT AGENDA

B. Consideration of approval of minutes for the Regular Board Meeting on May, 13 2020.

MINUTES
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, May 13, 2020
3:00 pm

Internet Meeting Location

1. REGULAR SESSION: @ 3:04 PM

- | | | |
|-----------|--|---------------------------------------|
| A. | Acting Chairperson Kellas – Present | General Manager, Charlie Grace |
| | Director Russell – Present | District Counsel, Natalie Frye Laacke |
| | Director Carson – Present | |
| | Director Maurer – Present (visually present) | |

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Public Comment – Henry Krzciuk asked that his submittal be included in the meeting minutes. He also commented on the California Rangeland Trust letter and requested this matter be added to the next meeting agenda. He commented about the status of the vacant property of the land next to the office, inquired about the Beautification Grant, and the repair work that was done Pico Stairs.

Acting Chairperson Kellas responded to his question about the Pico artwork explaining that it was a miscommunication.

Charlie Grace responded that the funds for the Beautification Grant would be returned to the County. He also explained that the artist has directed staff to leave the work that was done at Pico stairs alone and that the wood would return to the natural state in a year or two.

3. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS:

- i. Sheriff's Report** – Commander Nelson provided the report for April.
- ii. Superintendent's Report** – Jerry Copeland provided a summary of April activities.
- iii. General Manager's Report** – Charlie Grace provided a summary of April Activities. Jeff Oliveira (Oliveira Consulting) provided a summary of grant activities for the District.

Director Russell asked staff about the visual impact simulation drawings and the California Rangeland Trust (CRT).

Jeff Oliveira provided information about the simulation drawings and explained that this was part of the reason that staff had created the 3D simulations.

Director Russell asked other questions related to the visual aspects of the tanks. Jeff Oliveira provided further information related to the visual aspects, he also stated that the visual simulations had been sent to the CRT for their review.

Henry Krzciuk commented that the question and answers related to the CRT letter. He remarked that this was a Brown Act violation and that he would be reporting this violation. He also questioned the CEQA Request for Proposal (RFP) and staff awarding the contract without Board approval.

Michael Hanchette remarked about the negative environment that was being created for staff and the Board by one unhappy community member.

David Sansone commented that he disagreed with Hank's comments about the CEQA RFP, stating that the General Managers report made it clear that no contract was being awarded without the Boards approval. He further expressed that he agreed with Michael Hanchette's comments about one person trying to direct the efforts of staff and the Board.

iv. District Financial Summary – Charlie Grace provided a summary of the monthly financials.

v. District Counsel's Report – Natalie Frye Laacke provided a summary of April activities.

B. BOARD OF DIRECTORS AND COMMITTEE REPORTS: None

C. SPECIAL PRESENTATION: None

D. PUBLIC COMMENTS ON SPECIAL PRESENTATIONS AND REPORTS:

Public Comment – See above

4. CONSENT AGENDA ITEMS:

Public Comment – Henry Krzciuk commented on the Oliveira Consulting invoices and accused staff of splitting invoices to avoid Board approval. He said he was also concerned because this was work that the Renee had previously done and all work should have been approved by the Board. He also mentioned the invoices for Legal Counsel.

A. Review and approval of Minutes for the Special Meeting on March 20, 2020.

B. Review and approval of Minutes for the Regular Meeting on April 8, 2020.

Director Russell asked that on the Roll Call vote his "No" vote be changed to a "Yes" vote. Staff acknowledged the typo.

C. Review and approval of Disbursements Journal.

A motion was made to approve items 4A-4C with the changes provided by Director Russell.

Motion by: Acting Chairperson Kellas

2nd: There was no second for the motion

All in: 3 /1*

*Vote not counted: Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from on this item. He nodded his head in agreement).

Director Carson asked if the accusations being made by Henry Krzciuk are going to be addressed.

Natalie Frye Laacke commented that staff could not reply to these issues because this matter was not on the agenda.

Director Russell, Director Carson, and acting Chairperson Kellas discussed moving this topic matter to agenda item six 6.

Roll Call:

Kellas: Yes Russell: Yes Carson: Yes Maurer: Yes (No verbal vote taken)

5. BUSINESS ACTION ITEMS:

Public Comment –

A. Discussion on Procedure to Fill the Vacancy on the San Simeon Community Services District created by the Resignation of Director Mary Margaret McGuire; Direction to Staff to Post Notice of Vacancy pursuant to Gov't Code 1780; Schedule meeting at which candidates will be considered and the appointment made.

Acting Chairperson Kellas introduced this item.

A motion was made for staff to post the notice of vacancy pursuant to Gov't Code.

Motion by: Acting Chairperson Kellas

2nd: Director Russell

All in: 3 /1*

*Vote not counted: Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from on this item. He nodded his head in agreement).

Roll Call:

Kellas: Yes Russell: Yes Carson: Yes Maurer: Yes (No verbal vote taken)

A. Appointment of a new Chairperson and Vice-Chairperson.

Acting Chairperson Kellas introduced this item.

Kellas made a motion for John Russell to be the Vice Chairperson.

Motion by: Acting Chairperson Kellas

2nd: Director Carson

Gwen Kellas nominated herself as Chairperson.

Motion by: Acting Chairperson Kellas

2nd: Maurer (only visual second – not vocal)

All in: 3 /1*

*Vote not counted: Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from on this item. He nodded his head in agreement).

Roll Call:

Kellas: Yes

Russell: Yes

Carson: Yes

Maurer: Yes (No verbal vote taken)

B. Review of authorization of powers to the General Manager awarded under Resolution 20-419.

Acting Chairperson Kellas introduced this item.

Henry Krzciuk commented on this matter stating that he was concerned about the General Manager having unlimited spending authority. He asked that Board revise the Resolution to include his changes.

Director Russell made a motion to repeal Ordinance 20-419. There was no second to the motion.

Director Maurer was having technical difficulties, so a recess was taken.

Chairperson Kellas and Natalie Frye Laacke discussed the technical difficulties that Director Maurer was having. Natalie advised that there was still a quorum, even when

A motion was made to continue Resolution 20-419 for an additional 30 days.

Director Russell commented that without his vote, the motion made by Chairperson Kellas would not pass. He stated even if the Board didn't take formal action on this matter, the Resolution would remain in effect. He asked Natalie Frye Laacke to clarify this. She agreed that the Resolution would remain in effect,

Director Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from Director Maurer on this item. He nodded his head in agreement).

There was no action taken on this item.

C. Adoption of Resolution 20-420 approving the application for and/or execution of grant funds from the Ocean Protection Council.

Chairperson Kellas introduced this item.

A motion was made to approve Resolution 20-420.

Motion by: Chairperson Kellas

2nd: Director Russell

All in: 3 /1*

*Vote not counted: Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from Director Maurer on this item. He nodded his head in agreement).

Roll Call:

Kellas: Yes

Russell: Yes

Carson: Yes

Maurer: Yes (No verbal vote taken)

D. Direction to staff regarding a request for proposal for the District to contract with an engineering firm for on-call services.

Chairperson Kellas introduced this item.

Henry Krzciuk commented that he was in support of this concept.

Michael Hanchette commented and suggested that this item should be tabled.

A motion was made to table this item.

Motion by: Director Russell

2nd: Chairperson Kellas

All in: 3 /1*

*Vote not counted: Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from Director Maurer on this item. He nodded his head in agreement).

E. Discussion related to the creation and implementation of a Brown Act Checklist for the Board agenda and discussion to schedule Brown Act training.

Chairperson Kellas introduced the item.

Henry Krzciuk commented that this should be a public training, so members of the public are aware of what the Board is learning about and how they should behave.

Chairperson Kellas, Director Russell, and Director Carson discussed the Brown Act training online with the California Special District Association (CSDA), which offers free online webinars.

A motion was made to direct staff to create a Brown Act checklist and Board members that choose to take the Brown Act training due so online using the CSDA website.

Director Russell asked that the motion be split into two separate motions.

A motion was made A motion was made to direct staff to create a Brown Act checklist.

Motion by: Chairperson Kellas

2nd: Director Russell

All in: 3 /1*

Roll Call:

Kellas: Yes Russell: Yes Carson: Yes Maurer: Yes (No verbal vote taken)

A motion was made that staff and the Board members take the Brown Act training due so online using the CSDA website.

Motion by: Chairperson Kellas

2nd: Director Maurer

All in: 3 /1*

*Vote not counted: Maurer (Maurer was experiencing technical difficulties and the sound function was not working for him, so staff did not receive a vocal yes from Director Maurer on this item. He nodded his head in agreement).

Roll Call:

Kellas: Yes Russell: Yes Carson: Yes Maurer: Yes (No vocal vote taken)

6. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS – Chairperson Kellas commented that she wanted a discussion related to the tanks on the June meeting agenda.

7. ADJOURNMENT @ 4:49 PM

4. CONSENT AGENDA

C. Consideration of approval of Disbursements Journal

SAN SIMEON COMMUNITY SERVICES DISTRICT
Disbursements Journal
June 2020

Type	Date	Num	Name	Memo	Paid Amount
Paycheck	06/01/2020	2023	GWEN KELLAS	Board Service May 2 through June 1, 2020.	-92.35
Paycheck	06/01/2020	2024	JOHN K RUSSELL	Board Service May 2 through June 1, 2020.	-92.35
Paycheck	06/01/2020	2025	WILLIAM E MAURER	Board Service May 2 through June 1, 2020.	-92.35
Paycheck	06/01/2020	2026	WILLIAM J CARSON	Board Service May 2 through June 1, 2020.	-92.35
Bill Pmt -Check	06/10/2020	2027	Adamski Moroski Madden Cumberland & Green	General legal services. Service Period through 4/30/20. Inv 50352 dated 5/12/2020.	-5,959.52
Bill Pmt -Check	06/10/2020	2028	Kathleen Fry Bookkeeping Services	Bookkeeping Services May 2020. Inv 2020-05-CSD dated 5/31/2020.	-1,100.00
Bill Pmt -Check	06/10/2020	2029	New Times	Publication regarding Notice of a public hearing regarding solid waste. Inv 312630 dated 5/14/2020.	-54.00
Bill Pmt -Check	06/10/2020	2030	Oliveira Environmental Consulting LLC	Professional services April 21 through May 26, 2020. Work on Grants: IRWM Prop 1 \$220.00, LCP Grant \$220.00, NFWF Grant \$275.00, OPC Grant 275.00, and other grant opportunities \$1540.00.	-2,530.00
Bill Pmt -Check	06/10/2020	2031	rrm design group	Professional services re: obtaining solid waste authority. Divest from County, coordinate with LAFCO. Inv 0440-02-0420 dated 5/12/20.	-1,387.50
Bill Pmt -Check	06/10/2020	2032	SDRMA	Liability Insurance Policy: Property & Equipment, General Liability, Auto Liability for 2020-2021 Program Year. Inv 68181 dated 5/12/2020.	-12,959.35
Bill Pmt -Check	06/10/2020	2033	SLO County - Environmental Health	Cross Connection Admin Costs Inv 0126008 dated 12/31/2019 and Inv 0126231 dated 04/22/2020.	-46.60
Bill Pmt -Check	06/10/2020	2034	SLO County Auditor-Controller- Treasurer-Tax Collector	Refund grant funds received from SLO County (deposited 9-17-19) for Beautification Grant to improve Pico Stairway.	-8,750.00
Bill Pmt -Check	06/10/2020	2035	Wood Environment & Infrastructure Solutions	Professional Services On-Call Grant Support Services through 04/30/20. Inv S49833700 dated 05/19/2020.	-1,982.00
Bill Pmt -Check	06/10/2020	2036	Grace Environmental Services	Operations Management and Maintenance Fees February 2020. Inv # 1351 dated 02/01/20.	-53,495.12
Check	06/25/2020	Elec Pymt	CalPERS Fiscal Services Division	Retiree Health monthly premium for July 2020.	-353.29
Check	06/25/2020	Elec Pymt	CalPERS Fiscal Services Division	Unfunded Accrued Liability only - prepayment for July 2020. Cust. ID # 7226734344.	-1,199.93
Liability Check	06/29/2020	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks dated 06/01/2020.	-45.90
TOTAL					-90,232.61

4. CONSENT AGENDA

D. Consideration of Adoption of Board Resolution 40-421

RESOLUTION NO. 20-421

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN SIMEON COMMUNITY SERVICES DISTRICT
REQUESTING CONSOLIDATION OF THE BIENNIAL ELECTION
WITH THE NOVEMBER 8, 2020 CONSOLIDATED GENERAL ELECTION**

WHEREAS, an election shall be conducted on November 8, 2020 for this District pursuant to the Uniform District Election Law commencing with Elections Code §10500; and

WHEREAS, pursuant to Elections Code §10555, said election may be consolidated with any other election pursuant to Part 3 (commencing with Section 10400); and

WHEREAS, the San Simeon Community Services District Board of Directors requests the San Luis Obispo County Board of Supervisors consolidate the District's General District Election with any other election which may be held on the same day.

NOW, THEREFORE, BE IT RESOLVED, by the San Simeon Community Services District Board of Directors as follows: The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of the District to be held on November 8, 2020 with all other elections held on the same date. This request is made pursuant to Elections Code §10555 and 10400, et seq. The San Simeon Community Services District Board of Directors agrees to reimburse, upon presentation of a bill, the County of San Luis Obispo in full for services performed relating to this election.

This Resolution shall take effect upon its adoption. PASSED AND ADOPTED THIS 10th day of June, 2020. Upon motion of Director _____, seconded by Director _____ and on the following roll call vote to wit:

Chairperson Kellas:

Vice-Chair Russell:

Director Carson:

Director Maurer:

The foregoing Resolution is hereby adopted this 10th day of June 2020.

Gwen Kellas, Chairperson
Board of Directors

ATTEST:

Charles Grace,
Secretary/General Manager

5. A. Business Items



BUSINESS ACTION ITEM STAFF REPORT

Item 5.A. Consideration of candidates to replace the Board of Director Vacancy created by the Resignation of Mary Margaret McGuire and Board Appointment of the new Director.

Per the County Clerk Records office, staff posted the appointment request for applications in three places (District Office, Chamber Office, and at the corner store) on May 20, 2020. Additionally, notices were mailed to all rate payers with San Simeon and Cambria mailing addresses, and the residents of the mobile home park.

We received 1 application, which is enclosed with this packet.

Once the appointment has been made, the appointee can be sworn in before the July 8, 2020 Board meeting.

Enc: Board member application for Daniel De La Rosa

SAN SIMEON COMMUNITY SERVICES DISTRICT



APPLICATION FOR VACANT BOARD OF DIRECTOR SEAT

Name: Daniel De La Rosa

Phone # [REDACTED]

Address: [REDACTED]

Email [REDACTED]

San Simeon, CA 93452

Please list experience you have that would benefit your serving on the SSCSD Board.

Educational History

CSULA BS Public Health (Concentration Environmental Health)

UCSF P.T. Degree, Graduate School of Physical Therapy

CSULA MHS Master of Health Science (Concentration in Occupational Health & Safety)

License: Registered Environmental Health Specialist
Retired Safety Inspector L.A. County (Specializing in Ergonomics)

Why do you want to be a Director on the SSCSD Board?

I am in the process of returning to the community of San Simeon. It is my intention to contribute to this community by civic engagement. I believe serving on the SSCSD board is a good pathway for this mission. My vision for San Simeon is that it continues to be a safe, healthy, financially sound community for all residents and businesses.

DL

I am a registered voter residing in the above named jurisdiction. If appointed, I will qualify and accept the above stated office and serve to the best of my ability.

DL

I am aware that any person who files or submits for filing a declaration of candidacy knowing that it or any part of it has been made falsely is punishable by a fine or imprisonment, or both, as set forth in Election Code § 18203.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Donald L. Brown
Signature of candidate

5/28/20

12/2/20
Date

Anthony Murguia
Application received by

6/2/2020
Date

5.B. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.B. Discussion regarding Water Tank Project and consideration of the Affirmation and Restatement of the Agreement between SSCSD and Phoenix Engineering.

TO: Board of Directors
FROM: Natalie Laacke, District Counsel
DATE: June 10, 2020
SUBJECT: Item 5.B. - Reaffirmation of the Agreement with Phoenix Engineering

Background:

On June 26, 2018, Phoenix Engineering was awarded a contract for engineering services associated with the design of the potable water storage reservoir (i.e. the water tanks.) The term of the agreement expired on June 30, 2019 without being extended. All the engineering services contemplated under the agreement have not yet been completed. In addition, the scope of the engineering services may need to be modified to bring the project to 100% design update specifications and to address the concerns raised by the Hearst Corporation and California Rangeland Trust about visibility of the tanks from Highway 1 and the Hearst Ranch. For the past year, the parties, through words and actions, have been acting as if the term of the agreement was still in effect. Termination/ expiration of the Phoenix Contract without all the services being rendered was not intended by the District. In other words, the agreement expiration was inadvertent, and the District intended Phoenix to see the tank project through to completion. The total contract amount was for \$225,960. Phoenix Engineering has billed \$133,603.54 towards this contract, \$92,356.46 remains.

Analysis:

The California Public Contract Code does not govern professional services agreements, such as the one between the District and Phoenix Engineering. Government Code 4525 et seq. and Government Code 4529.10 et seq., which does govern the procurement of professional services, is silent as to procedures agencies should follow when a contract has already been awarded and needs to be modified or extended. Therefore, the Government Code provides little direction here. That said, there are procurement procedure “best practices” which suggest that contracts should not be allowed to expire when services are still being rendered, or rather, contracts should be extended prior to term expiration. Unfortunately, that did not happen in this instance and a contract with an expired term would be difficult to enforce.

The District and Phoenix have been operating in good faith to facilitate completion of the tank design. Affirming and ratifying the agreement with a new term allows the District and Phoenix to continue the project and operate as both parties always intended. Ratifying the contract with a new expiration date gives the instrument enforceability and affirms the conduct of both the District and Phoenix. *See Safarian v. Govgassian* (2020) 47 Cal. App. 5th 1053, 1067. An agreement will be enforced so long as it “does not violate legal strictures external to the contract...” *See Foley v. Interactive Data Corp.* (1988) 47 Cal. 3d 654, 677. Although extending the contract term prior to its expiration would have been the better practice, nothing prohibits the parties from acknowledging the error and reaffirming and restating the contract with a new term. The District has been satisfied with the work performed by Phoenix Engineering. The District believes the fees charged are comparable (or better) than fees charged for similar services by engineers and because there is still money remaining under this contract, the fiscal impact is negligible.

An alternative to affirming and ratifying the agreement with Phoenix would be to initiate selection procedures for the remaining engineering services (with a new engineering firm.) Additional coordination would also be needed to ensure that the plans and specifications prepared by Phoenix are available and acceptable to the new engineer. This alternative would be time consuming, likely cause delays and add substantial cost to the project.

Enc: Affirmation and restatement of agreement for Consultant Services
Phoenix proposal and Phoenix contract



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Mr. Charles Grace
San Simeon Community Services District
111 Pico Ave.
San Simeon, CA 93452

May 27, 2020

San Simeon Community Services District – Potable Water Reservoir – Engineering Design Proposal

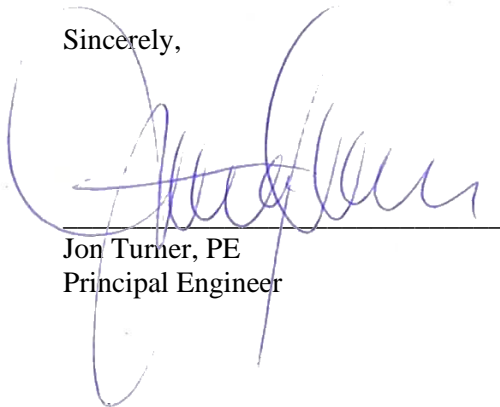
Dear Mr. Grace-

On March 20, 2020, I submitted a proposal for additional structural design services associated with the above project. In that letter, I was requesting a fee increase to cover the cost of retaining a structural engineer to prepare a design of the above ground welded steel tank. This design would be included in the remaining design package and the information would be provided to the tank manufacturer.

Upon further review, the fee included in our contract on this project has sufficient remaining funds from tasks that were completed and did not require as much time as originally budgeted. The fee associated with the structural design would use these funds. By doing so, the original proposed contract amount would not require an increase and the work would be completed within budget. I am therefore, withdrawing my March 20th proposal from consideration and we will complete the design package using the unspent fee on the original contract.

Please let me know if you would like additional information or want to discuss.

Sincerely,



Jon Turner, PE
Principal Engineer



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Mr. Charles Grace
San Simeon Community Services District
111 Pico Ave.
San Simeon, CA 93452

March 24, 2020

San Simeon Community Services District – Potable Water Reservoir – Supplemental Engineering Design Proposal

Dear Mr. Grace-

Attached you will find the proposal for additional engineering services associated with the final design of the potable water storage reservoir. The District existing potable water reservoir is in place for potable water consumption, emergency storage and fire protection purposes. The existing facility is not sized for the current needs of the community. The original intent was to design the site conditions and retain the services of a tank contractor to prepare a tank design and construct it. The District has decided to not pursue that and rather retain the services of a structural engineer to complete the tank design so the project plans and specifications can be finalized. At that time, the project plans will be provided to the tank manufacturer for their use. The remainder of the project will then be bid out was part of the original intention.

Please let me know if you would like additional information or want to discuss my proposal.

Sincerely,

Jon Turner, PE
Principal Engineer

Scope of Services

Background/Project Understanding

Located in an easement above the District office on Pico Avenue, the San Simeon Community Services District potable water storage reservoir collects the groundwater from the two District wells and provides water to the community. The District existing potable water reservoir is in place for potable water consumption, emergency storage and fire protection purposes. The existing facility is not sized for the current needs of the community. Insufficient storage volume in the tank results in the need for water moratorium implementation sooner than would be necessary if sufficient storage existed. The original intent was to design the site conditions and retain the services of a tank contractor to prepare a tank design and construct it. The District has decided to not pursue that and rather retain the services of a structural engineer to complete the tank design so the project plans and specifications can be finalized. At that time, the project plans will be provided to the tank manufacturer for their use. The remainder of the project will then be bid out was part of the original intention.

The previous proposal continued the task numbering (Tasks 2 and 3) so the numbering in this proposal continues based on that numbering:

Task 2: Supplemental Survey, Final Geotechnical Investigation and Final Design

Task 204: 95% Plans and Specifications Preparation

This task involves preparation of project plans and project technical specifications. It is anticipated that the project plans will consist of the following sheets:

- Title Sheet, Site Plan
- Notes and Abbreviations
- Site Layout Sheet
- Elevation and Sections
- Grading Sheets
- Structural Detail Sheets
 - To Be Included in Final Design
- Pipeline Plan Sheets
 - Pipeline Connection Details
 - Tank Drain Line Details/Profile
- Tank Accessories and Details
- Tank Access Road Site Plan and Details
- Electrical Plans
- SCADA/Instrumentation Plans

In addition, project technical specifications will be prepared for this project. The technical specifications will be in CSI format. Project front end documents will be provided by the District.

The following efforts are included in this task:

- Incorporation of data gathered as part of 50% design comments onto project plans sheets.
- Preparation of plan set, specifications and OPCC to a 95% level.

Deliverable: 95% level plans and technical specifications will be prepared. One set of 11 x 17 plans and project technical specifications will be provided electronically (.pdf) to the District for their internal review.

Task 209: Tank Design Final Plans and Specifications Preparation

This task involves preparation of final tank plan sheets and specifications for incorporation into the 95% set of site plans previously prepared under a separate task. Coordination with the design team set for completion and incorporation of the tank plans is included. A final set of project plans, technical specifications and OPCC will be completed.

The following efforts are included in this task:

- Incorporation of tank design plans.
- Coordination between the design team to finalize the project plans and specifications deliverable.
- Finalization of any outstanding project items/issues.

Deliverable: Final project documents (plans and technical specifications) will be delivered to the District. Final project plans will consist of one set of reproducible 22 x 34 bond plans and one set of 8.5 x 11 reproducible technical specifications. The OPCC will be transmitted electronically. In addition, one electronic copy of all of the documents will be provided on a CD.

Fee Summary

Task 209: Tank Design Final Plans and Specifications Preparation	\$29,180
Total Revised Contract Amount	\$255,140

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AFFIRMATION AND RESTATEMENT OF THE AGREEMENT FOR CONSULTANT SERVICES

THIS AFFIRMATION AND RESTATEMENT shall affirm and restate the terms of the AGREEMENT FOR CONSULTANT SERVICES dated June 26, 2018 by and between the SAN SIMEON COMMUNITY SERVICES DISTRICT (the "District") and PHOENIX CIVIL ENGINEERING, INC., a California corporation ("Phoenix") (collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties executed the Agreement for Consulting Services on or about June 26, 2018 ("Agreement"); and

WHEREAS, Paragraph 1 of the Agreement provides that the Agreement shall remain in effect through June 30, 2019; and

WHEREAS, due to mutual clerical errors by the Parties, the Parties inadvertently did not extend the term of the Agreement and the Agreement expired prior to all the services being rendered; and

WHEREAS, the Parties intended for Phoenix to continue to provide the engineering services associated with the District's water tank project pursuant to the Agreement and intended to extend the term of the Agreement prior to its expiration date.

NOW, THEREFORE, the Parties do mutually agree as follows:

1. The Parties mutually affirm, restate and ratify the Agreement and make the new expiration date of June 30, 2021.
2. In all other aspects, the AGREEMENT FOR CONSULTANT SERVICES shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

[Signatures on the Following Page]

[SIGNATURE PAGE OF AFFIRMATION AND RESTATEMENT AGREEMENT]

SAN SIMEON COMMUNITY SERVICES
DISTRICT

By: _____
Gwen Kellas, Chairperson

Attest:

Charles Grace, Clerk of the Board

Approved As To Form:

Natalie Laacke, District Counsel

PHOENIX CIVIL ENGINEERING, INC.

By: _____
Jon Turner, Principal Engineer

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AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT FOR CONSULTANT SERVICES** ("Agreement") is made and effective as of June 26, 2018 (the "Effective Date"), between **PHOENIX CIVIL ENGINEERING, INC.**, a California corporation ("Consultant"), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain in effect through June 30, 2019.

2. **SERVICES**

Consultant shall perform the tasks described in Consultant's proposal for engineering services (the "Proposal") attached hereto as Exhibit "A" and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District's General Manager shall represent District in all matters pertaining to the administration of this Agreement. Jon Turner shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of \$ 225,960, unless otherwise first approved in writing by the District. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right,

notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement if agreed upon in the Project Scope of Services. If the scope of services includes Consultant's assistance in applying for governmental or regulatory permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

(f) The Consultant, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of The District to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant

shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, electronic files designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or willful act, error or omission of Consultant, its officers, agents, employees or subContractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services provided by the attached scope of work under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against liability that are attributable to, in whole or in part, to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subContractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subContractor on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section as allowed by current statutes.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "B" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subContractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. District and Consultant retain the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Charles Grace, General Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

With a copy to: Natalie Laacke, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Consultant: Jon Turner, Principal Engineer
Phoenix Civil Engineering, Inc.
535 E. Main St.
Santa Paula, CA 93060

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

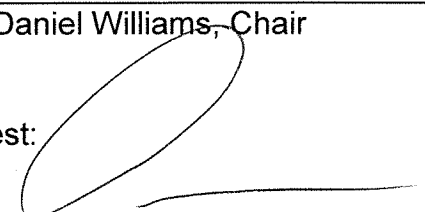
The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

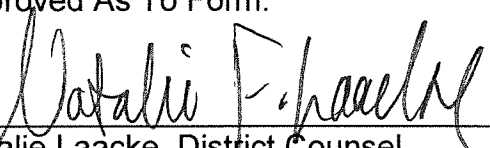
SAN SIMEON COMMUNITY SERVICES DISTRICT

By: 
Daniel Williams, Chair

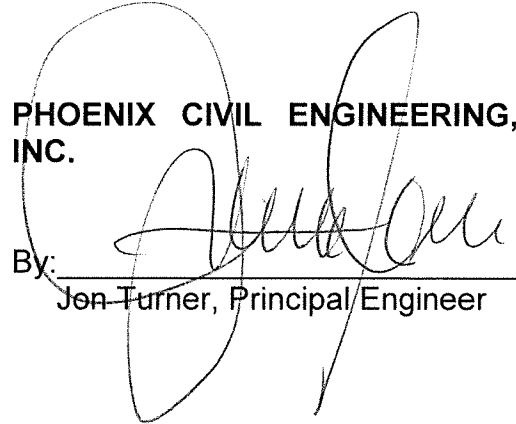
Attest:


Charles Grace, Clerk of the Board

Approved As To Form:


Natalie Laacke, District Counsel

PHOENIX CIVIL ENGINEERING, INC.

By: 
Jon Turner, Principal Engineer

Attachments:

Exhibit A- Consultant's Proposal
Exhibit B- Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL



Phoenix Civil Engineering, Inc.

535 East Main Street Santa Paula, California 93060 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Mr. Charles Grace
San Simeon Community Services District
111 Pico Ave.
San Simeon, CA 93452

June 7, 2018

San Simeon Community Services District – Potable Water Reservoir – Engineering Design Proposal

Dear Mr. Grace-

I am pleased to provide you with this proposal for engineering services associated with the final design of the potable water storage reservoir. The District existing potable water reservoir is in place for potable water consumption, emergency storage and fire protection purposes. The existing facility is not sized for the current needs of the community. Insufficient storage volume in the tank results in the need for water moratorium implementation sooner than would be necessary if sufficient storage existed. At this time, the District is seeking to develop construction plans for an additional 400,000 Gallon reservoir and second pad site (2nd phase reservoir) to provide adequate capacity for the existing and future needs of the community. The plans will be based on the 30% concept plans and the recommendations from the SSCSD Master Plan Update (2018).

Please let me know if you would like additional information or want to discuss my proposal.

Sincerely,

Jon Turner, PE
Principal Engineer

Scope of Services

Background/Project Understanding

Located in an easement above the District office on Pico Avenue, the San Simeon Community Services District potable water storage reservoir collects the groundwater from the two District wells and provides water to the community. The District existing potable water reservoir is in place for potable water consumption, emergency storage and fire protection purposes. The existing facility is not sized for the current needs of the community. Insufficient storage volume in the tank results in the need for water moratorium implementation sooner than would be necessary if sufficient storage existed. At this time, the District is seeking to design construction plans for an additional 400,000 Gallon reservoir to provide adequate capacity for the existing and future needs of the community. A second site and pad will also be designed for the future second tank. Design will include civil improvements including tank appurtenances and grading. This will allow the District to abandon the existing reservoir. The plan set will build off of the 30% design completed for the District. Design efforts will include supplemental ground topographical survey (only aerial survey was done for the 30% design), final geotechnical analysis and recommendations based on the location selected by the District for the tanks, design document preparation, and an Opinion of Probable Construction Cost (OPCC) for the improvements.

This proposal incorporates bid phase services to assist the District in advertising the 95% designed civil improvement plans to prospective tank manufacturers. Many tank manufacturers provide internal engineering services for their respective products. Rather than retain the services of a structural engineer to be part of the design team on this project, it was decided to prepare the plans and specifications for the site work to a 95% level and then solicit competitive tank project bids from prospective manufacturers. Once selected, the design team would work with the tank designer to finalize the improvement plans based on their specific product.

Additional piping design will be required to connect to the previously designed piping in the access road that connects to the rest of the distribution system as well as upgrade the piping to the RO system. This design will be combined with the previous piping design for the potable water lines within Pico Avenue (Avonne to existing tank site), Jasper Way (between cul-de-sac and Pico Ave) and the 10-inch diameter line between Avonne Ave and Castillo Drive (west side).

SCADA design services have been included in the project. The SCADA design will allow communication between the proposed reservoir and the District well field and the field office within the Wastewater Treatment Plant. The SCADA installation will allow the operator to monitor the system remotely. An electrical engineer will design a minor electrical system for the reservoir system. This proposal does not include environmental analysis/permitting as those are services provided by others. Based on our discussions, I have the following list of tasks included in our proposal. The 30% design is considered Task 1 so the numbering in this proposal continues based on that numbering:

Task 2: Supplemental Survey, Final Geotechnical Investigation and Final Design

This task covers only the Tank 1 and 2 site designs as well as the Pico Avenue pipeline plan improvements (updated from the previous design) between the tank site and the intersection of Pico Ave and Avonne Ave.

Task 201: Supplemental Topographic Survey

Benner and Carpenter, as a subconsultant to Phoenix Civil Engineering, will perform supplemental topographic ground survey of the proposed tank sites and strip area leading to the existing tank site. This survey will include documenting the existing reservoir elevation, appurtenances and any nearby utilities with additional ground shots. Previously prepared aerial survey will be used as a starting point. Preparation of a

project legal description for the proposed reservoir on private property as well as a temporary construction easement legal description will be performed. Recordation of the documents will be performed by the District. No additional ground topographic survey is needed for the pipelines that were previously designed.

The following efforts are included in this task:

- Supplemental ground topographic surveying of the proposed reservoir sites.
- Preparation of temporary construction and permanent easement legal description and exhibit for recordation.

Deliverable: The legal descriptions and easement exhibits will be provided to the District electronically (.pdf) along with two copies of the signed and stamped documents prepared by the surveyor. The topographic survey will be used in other tasks below. It will be delivered to the District in the deliverable packages associated with those future tasks (below).

Task 202: 50% Preferred Option and OPCC Deliverable

The preferred 30% tank concept option will be used as the starting point to develop the construction plans and OPCCs. The 30% design plans will be finalized as a 50% design package, incorporating the review comments, discussions during the Master Planning effort and the incorporation of the identified improvements from the previous pipeline design in Pico Avenue.

The following efforts are included in this task:

- Incorporation of District review comments on the 30% preferred tank site design.
- Updating the previously prepared pipeline plans to incorporate the recommendations in the Master Plan document.
- Preparation of 50% level concept preferred option and OPCCs.

Deliverable: Three (3) 11x17 sets of the 50% level concept preferred option and OPCCs will be provided to the District. One electronic copy of the project deliverables package will be provided.

Task 203: Final Geotechnical Study

Oakridge Geoscience, Inc., as a subconsultant to Phoenix will drill an additional bore hole within the preferred site and utilize the previously obtained site soil materials to complete the final geotechnical design parameters recommendation report for the tank sites.

The following efforts are included in this task:

- Field exploration and analysis (boring).
- Finalize laboratory information and sampling investigation.
- Preparation of a final project specific geotechnical recommendations report.

Deliverable: Once the comments are received and incorporated, two bound paper copies of the final geotechnical recommendation report will be provided to the District for their files. Information gathered in this task will be used in Tasks 204 and 208.

Task 204: 95% Plans and Specifications Preparation

This task involves preparation of project plans and project technical specifications. It is anticipated that the project plans will consist of the following sheets:

- Title Sheet, Site Plan
- Notes and Abbreviations

- Site Layout Sheet
- Elevation and Sections
- Grading Sheets
- Structural Detail Sheets
 - To Be Included in Final Design (provided by tank manufacturer)
- Pipeline Plan Sheets
 - Pipeline Connection Details
 - Tank Drain Line Details/Profile
- Tank Accessories and Details
- Tank Access Road Site Plan and Details
- Electrical Plans
- SCADA/Instrumentation Plans

In addition, project technical specifications will be prepared for this project. The technical specifications will be in CSI format. Project front end documents will be provided by the District.

The following efforts are included in this task:

- Incorporation of data gathered as part of 50% design comments onto project plans sheets.
- Preparation of plan set, specifications and OPCC to a 95% level.

Deliverable: 95% level plans and technical specifications will be prepared. One set of 11 x 17 plans and project technical specifications will be provided electronically (.pdf) to the District for their internal review.

Task 205: Coordination with Regulatory Agencies

This task involves research and coordination with reviewing agencies as well as the United States Department of Agriculture (USDA).

The following efforts are included in this task:

- Coordinate with County of San Luis Obispo.
- Coordinate with USDA.

Deliverable: No deliverable. This information will be used in planning and the final design.

Task 206: Tank Bid Phase Services

This task is intended to solicit proposals from aboveground steel tank design firms who will contract with the District to provide tank design services as well as construction of the tank improvements.

Phoenix Civil Engineering will provide bid phase services to the District once the 95% Plans and Specifications from Task 205 are approved. Bid phase services include reviewing and responding to requests for information, attendance at and conducting a prebid meeting/site visits on behalf of the District, reviewing construction bids and providing a recommendation of award to the District for the Board meeting.

The following efforts are included in this task:

- Response to RFIs.
- Lead and attend one pre-bid meeting.
- Prepare addenda (2).
- Review construction bids.
- Prepare award letter

Deliverable: Request for information responses and the recommendation of award letters will be provided to the District for their files as well as one electronic copy of the files (MSWord and .pdf).

Task 207: Coordination with Tank Contractor

It is the District's intent to bid the project using the 95% planset. Once the project is awarded to the approved bidder, it is assumed that the District, Contractor and Phoenix Civil will review the plans. At this time final details and tank requirements will be discussed and the plans will be updated to reflect the requirements of the tank manufacturer and their structural calculations. This task involves research and coordination with the tank manufacturer and the contractor retained by the District.

The following efforts are included in this task:

- Coordinate with District retained contractor.
- Coordinate with tank manufacturer.

Deliverable: No deliverable. This information will be used in planning and the final design.

Task 208: Final Plans and Specifications Preparation

This task involves incorporation of review comments from the 95% level project documents and coordination with the tank manufacturer and contractor. A final set of project plans, technical specifications and OPCC will be completed.

The following efforts are included in this task:

- Incorporation of review comments from Tasks 204 and 207.
- Finalization of any outstanding project items/issues.

Deliverable: Final project documents (plans and technical specifications) will be delivered to the District. Final project plans will consist of one set of reproducible 22 x 34 bond plans and one set of 8.5 x 11 reproducible technical specifications. The OPCC will be transmitted electronically. In addition, one electronic copy of all of the documents will be provided on a CD.

Task 3: Supplemental Survey and Final Pipeline Design

This task covers only the remainder of the Phase 1 pipeline designs identified in the Master Plan. These pipelines are Jasper Way pipeline from the cul de sac to Avonne Avenue; Otter Way pipeline from Avonne Avenue to Hearst Drive; Avonne Avenue pipeline from Pico Ave to Otter Way and Castillo Drive pipeline from Pico Avenue to Otter Way. These pipeline improvements were not previously designed.

Task 301: Topographic Survey

Benner and Carpenter, as a subconsultant to Phoenix Civil Engineering, will perform topographic ground survey of the proposed pipeline alignments. This survey will include documenting the above ground culture (at grade utilities, power poles, curb/gutter/sidewalks. The limits of the survey will be from property boundary to property boundary.

The following efforts are included in this task:

- Ground topographic surveying of the proposed pipeline alignments identified above.

Deliverable: The topographic survey will be used in other tasks below. It will be delivered to the District in the deliverable packages associated with those future tasks (below).

Task 302: 75% Plans and Specifications Preparation

This task involves preparation of project plans and project technical specifications. It is anticipated that the project plans will consist of the following sheets:

- Title Sheet, Site Plan
- Notes and Abbreviations
- Pipeline Plan Sheets
- Connection Details

In addition, project technical specifications will be prepared for this project. The technical specifications will be in CSI format. Project front end documents will be provided by the District.

The following efforts are included in this task:

- Site visit.
- Incorporation of the project survey prepared as part of Task 301.
- Preparation of plan set, specifications and OPCC to a 75% level.

Deliverable: 75% level plans and technical specifications will be prepared. One set of 11 x 17 plans and project technical specifications will be provided electronically (.pdf) to the District for their internal review.

Task 303: Final Plans and Specifications Preparation

This task involves incorporation of review comments from the 75% level project documents. A final set of project plans, technical specifications and OPCC will be completed.

The following efforts are included in this task:

- Incorporation of review comments from Task 302.
- Finalization of any outstanding project items/issues.

Deliverable: Final project documents (plans and technical specifications) will be delivered to the District. Final project plans will consist of one set of reproducible 22 x 34 bond plans and one set of 8.5 x 11 reproducible technical specifications. The OPCC will be transmitted electronically. In addition, one electronic copy of all of the documents will be provided on a CD.

Schedule

The work associated with Tasks 201 through 303 will be made a top priority. Every effort will be made to keep the project schedule moving along. Review times are anticipated to be one week by the District.

Fees

Work associated with Tasks 201 through 303 is estimated to cost \$225,960. A breakdown of the level of effort is listed below:

Task 2: Supplemental Survey, Final Geotechnical Investigation and Final Design

Task 201:	Supplemental Topographic Survey	\$22,480
Task 202:	50% Design Preferred Option and OPCC Deliverable	\$45,320
Task 203:	Final Geotechnical Study	\$28,420
Task 204:	95% Plans and Specifications Preparation	\$35,460
Task 205:	Coordination with Regulatory Agencies	\$4,720
Task 206:	Bid Phase Services	\$7,480
Task 207:	Coordination with Tank Contractor	\$9,490

June 6, 2018

Task 208: Final Plans and Specifications Preparation \$25,180

Total Phase 2 \$178,550

Task 3: Supplemental Survey and Final Pipeline Design

Task 301: Topographic Survey \$16,500

Task 302: 75% Plans and Specifications Preparation \$22,290

Task 303: Final Plans and Specifications Preparation \$8,620

Total Phase 3 \$47,410

Assumptions

The following assumptions apply to this proposal:

- Task 1 is considered to be the 30% Design effort already performed.
- All Public agency or project permit fees to be paid by client.
- Additional large format printing costs (beyond what included in this proposal) will be billed at cost in addition to the contract amount.
- No environmental engineering or landscape design services are included. This can be negotiated if the design plans require this work.
- Plan sheet size is 22 x 34.
- Project will be designed in Autodesk Civil 3D 2016/17.



Professional Services Hourly Rate Sheet 2017-18

Engineering

Principal Engineer	\$165
Resident Engineer	\$150
Professional Engineer	\$150
Associate Engineer II	\$140
Associate Engineer I	\$130
Assistant Engineer	\$105

CADD

Senior Designer	\$120
Assistant Designer	\$100

General

Construction Manager	\$145
Construction Observer	\$105
Technical Assistant	\$85
Clerical/Administrative Assistant	\$55

Costs associated with printing and computer time are calculated in the rates. Large quantities of printing (multiple sets of specifications, reports, etc.) will be billed at the actual rate without markup. Subconsultants will be marked up by 10%.

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in

addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subContractors or others involved in the Work. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010. Consultant also agrees to require all Consultants, and subContractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subContractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subContractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subContractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors who are brought onto or involved in the project by Consultant will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will review and terminate any subcontract consultant has with a subConsultant, subContractor, Architect, Engineer or other entity or person in any way involved in the

performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for the duration of the project.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

18. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

21. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.

Client#: 45919

PHOENIXCIV

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Greyling Ins. Brokerage/EPIC, 3780 Mansell Rd. Suite 370, Alpharetta, GA 30022. CONTACT NAME: Nicole Larsen, PHONE: 770-552-4225, FAX: 866-550-4082, E-MAIL: Nicole.Larsen@greyling.com. INSURER(S) AFFORDING COVERAGE: INSURER A: RLJ Insurance Company (NAIC # 13056), INSURER B: Travelers Casualty & Surety Co of Amerl (NAIC # 31194).

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Potable Water Reservoir Engineering Services. San Simeon Community Services District, its officials, employees and agents are named as Additional Insureds with respects to General Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: San Simeon Community Services District, 111 Pico Ave., San Simeon, CA 93452. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

DESCRIPTIONS (Continued from Page 1)

the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

5.C. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.C. Review of authorization of powers to the General Manager awarded under Resolution 20-419.

Summary:

On April 22, 2020, District Resolution 20-419 was adopted by the Board. A copy of this resolution is included with this staff report. Within this resolution item number six (6) requires that the authority vested in the General Manager by this resolution will be reviewed during each regularly scheduled Board meeting.

Enc: Resolution 20-419

RESOLUTION NO. 20-419

RESOLUTION OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO TEMPORARILY AUTHORIZE INCREASED AUTHORITY OF THE GENERAL MANAGER AND TEMPORARY RELIEF FOR NONPAYMENT OF WATER/SEWER BILLS

Recitals

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 (“COVID-19”); and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as pertains to measures to control the spread of COVID-19; and

WHEREAS, on March 13, 2020, the San Luis Obispo County Health Officer declared a public health emergency and the County Emergency Services Director also proclaimed a local emergency due to the COVID-19 pandemic; and

WHEREAS, on March 14, 2020, the San Luis Obispo County Public Health Department announced the first confirmed case of COVID-19 in San Luis Obispo County, and additional cases have since been confirmed; and

WHEREAS, the health, safety and welfare of San Simeon Community Services District (“District”) residents, businesses, visitors and staff are of utmost importance to the Board of Directors (“Board”), and additional future measures may be needed to protect the community; and

WHEREAS, preparing for, responding to, mitigating, and recovering from the spread of COVID-19 may require the District to divert resources from normal day-to-day operations and it may impose extraordinary requirements on and expenses to the District; and

WHEREAS, the District General Manager (“General Manager”) currently has spending authority up to \$5,000.00, without prior Board approval in addition to limited authority related to personnel matters; and

WHEREAS, in the absence of Board action, strict compliance with certain District rules and ordinances could prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, after consideration of all the facts reasonably available for review at the present time, the Board of Directors finds it in the best interest of the District to authorize the increase in General Manager spending authority to \$10,000, and up to \$15,000 upon authorization

from the President of the Board, and approves all acts necessary and appropriate to ensure the operation of the District.

WHEREAS, the Board understands that the closures of schools and other businesses due to COVID-19 is causing or may cause a financial hardship for many of its ratepayers and therefore will suspend discontinuation of services and make other accommodations for ratepayers experiencing a hardship during this emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the San Simeon Community Services District, as follows:

1. The Board of Directors authorizes an increase in the General Manager's spending authority to \$10,000, and up to \$15,000 upon authorization from the President of the Board.
2. The Board of Directors orders that the process to discontinue water or sewer service for nonpayment shall be suspended. Ratepayers experiencing a financial hardship should contact the District office.
3. The Board of Directors orders that all late fees for nonpayment of water or sewer service shall be waived. Ratepayers experiencing a financial hardship should contact the District office.
4. The Board of Directors orders that for ratepayers experiencing a financial hardship due to COVID-19, the General Manager is authorized to work with the ratepayer on an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges.
5. The General Manager may take all actions necessary, proper, and appropriate in his/her reasonable discretion to ensure the operation of the District, the safety of employees, and the safety of the public, including, but not limited to reasonable deviations from Board adopted Ordinances, Resolutions, Policies, and Procedures.
6. The authority vested in the General Manager by this resolution will be reviewed during each regularly scheduled Board meeting and otherwise terminate upon a declaration by the Governor that the State of Emergency has ended and the County Health Officer that the Public Health Emergency has ended and the County Emergency Services Director that the Local Emergency has ended.

ADOPTED by the Board of Directors of the San Simeon Community Services District on April 22, 2020, by the following roll call votes:

AYES: Carson, Kellas, Maurer

NOES: Russell
ABSENT:
ABSTAINED:

The foregoing Resolution is hereby adopted this 22 day of April, 2020.

Gwen Kellas, acting Chairperson of the
Board of Directors

ATTEST:

Charles Grace, General Manager and
Secretary for the Board of Directors

**APPROVED AS TO FORM
AND LEGAL EFFECT:**

Natalie F. Laacke, District Counsel

5.D. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.D. Discussion on Draft Budget FY 2020/2021.

A draft version of the 2021-2022 budget will be presented.

5.E. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.E. Discussion regarding the rate increases in water and wastewater to be implemented on the July utility bills.

During the August 14, 2019 Board meeting, the Board of Directors voted to adopt Ordinance 121. This ordinance approved water & sewer rate increases and fees to local residents and business owner's utility accounts. Exhibit "A" to the Ordinance reflects a summary of the approved rate fees that are valid through fiscal year 2023/2024.

A suggestion was made that due to the COVID19 pandemic the Board may want to consider delaying the rate adjustment that is scheduled to occur at the start of the Fiscal year.

Enc: Ordinance 121

ORDINANCE NO. 121

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AMENDING WATER AND WASTEWATER SYSTEM SERVICE RATES AND CHARGES

WHEREAS, San Simeon Community Services District (“District”) is a community services district duly formed under Government Code § 61000 *et seq.* to provide community services, including water and wastewater services, within the District’s service area; and

WHEREAS, California law, including but not limited to, Government Code § 61115, provides that the District may prescribe and collect rates or other charges for the services and facilities furnished by it; and

WHEREAS, it is necessary for the District to produce additional revenues to offset the annual increases in operating, maintenance and capital costs; and

WHEREAS, on July 10, 2019, the District conducted a duly noticed public hearing wherein the Board of Directors considered public comment in support and in opposition to the proposed water and wastewater rate increase and whether or not a majority protest to the proposed rate increase exists pursuant to Section 6 of Article XIII D of the California Constitution. At the conclusion of the public hearing, the Board found that approximately 80 written protests were received and that a majority protest did not exist; and

WHEREAS, the District makes the following findings of fact regarding its compliance with the procedural requirements under Section 6 of Article XIII D of the California Constitution for the water and wastewater rate increase:

- District staff mailed notices of the proposed rates and charges to record owners of identified parcel upon which the rates and charges would be imposed. The District complied with this procedural requirement by mailing the notice to the owners of properties within the boundaries of the District at the address shown on the last equalized assessment roll as provided by the San Luis Obispo County Assessor’s Office.
- District staff mailed notices of the proposed rates and charges to the property owners and tenants to the addresses which the water/ wastewater service billing statements are customarily mailed.
- The notices were mailed on May 22, 2019, which is at least forty-five (45) days prior to the public hearing to determine whether a majority protest exists against the rates and charges.
- The notices included (1) the amount of the rates and charges proposed in water/ wastewater increase, (2) the basis and reasons for the proposed rate and charges increase, (3) the date, time and location of the public hearing to protest the rate increase and (4) the manner by which a landowner could protest.

- A duly noticed public hearing was held on July 10, 2019 wherein the Board of Directors considered public comment in support and in opposition to the proposed water and wastewater rate increase and the Board determined whether or not a majority protest to the proposed rate increase existed.

WHEREAS, the District makes the following findings of fact regarding its compliance with the substantive requirements under Section 6 of Article XIII D of the California Constitution for the water and wastewater rate increase:

- Revenues derived from the fee or charge do not exceed the funds required to provide the property related service.
- Revenues derived from the fee or charge are not used for any purpose other than that for which the fee or charge was imposed.
- The amount of a fee or charge imposed upon any parcel or person as an incident of property ownership does not exceed the proportional cost of the service attributable to the parcel.
- No fee or charge may be imposed for a service unless that service is actually used by, or immediately available to, the owner of the property in question.
- No fee or charge may be imposed for general governmental services including, but not limited to, police, fire, ambulance or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

WHEREAS, the Board of Directors of the San Simeon Community Services District, do ordain as follows:

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the District:

SECTION 1: Pursuant to Government Code Section 25215.5, and in accordance with Article XIID of the California Constitution and the Proposition 218 Omnibus Implementation Act (commencing with Section 53750 of the California Government Code), there are hereby established within the San Simeon Community Services District, Rates for Water and Wastewater Service and a Schedule of Adjustment for Inflation as specified in Exhibit "A" hereto, which Exhibit "A" is incorporated herein by this reference, for the purpose of providing water and wastewater service.

SECTION 2: Effective Date and Publication. This ordinance shall take effect and be in full force and effect thirty (30) days after its passage and before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Directors voting for and against the ordinance in a newspaper of general circulation published in the County of San Luis Obispo, State of California.

SECTION 3. Inconsistent Provisions. To the extent that the provisions of this Ordinance may be inconsistent or in conflict with the terms and conditions of any prior District ordinance, resolution, rule or regulation governing the same subject, the provisions of this Ordinance shall prevail with respect to the subject matter thereof, and such inconsistent or conflicting terms or conditions of prior ordinances, resolutions, rules or regulations are hereby repealed.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The District Board hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

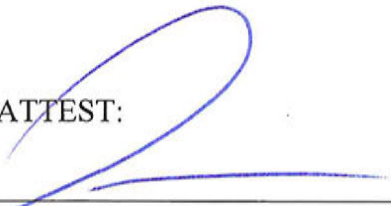
SECTION 5: CEQA Findings. The Board of Directors of the District finds that the rates and charges adopted by this Ordinance are exempt from the California Environmental Quality Act pursuant to Public Resources Code § 21080(b)(8) and CEQA Guidelines Section 15273. The District General Manager is directed to prepare and file appropriate notices.

This Ordinance was introduced at a regular meeting of the Board of Directors held on July 10, 2019. This Ordinance was passed and adopted at a meeting of the Board of Directors of the San Simeon Community Services District on August 14, 2019; Upon motion by Chairperson Kellas and seconded by Director Russell, by the following roll call vote:

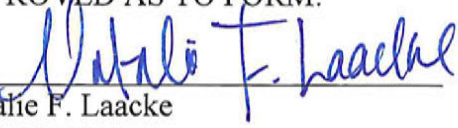
Chairperson Kellas: yes
Vice-Chair McGuire: yes
Director Russell: yes
Director Stanert: yes
Director Carson: yes



Gwen Kellas, Chairperson

ATTEST:


Charles Grace
Secretary/General Manager

APPROVED AS TO FORM:


Natalie F. Laacke
District Counsel

EXHIBIT "A"

SCHEDULE OF WATER AND WASTEWATER SYSTEM SERVICE RATES

EXHIBIT "A"

Service Fee	Current Rates	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Per Month - Per Meter	\$34.20	\$36.18	\$37.27	\$38.39	\$39.54	\$40.72
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
Water Rates						
*Per 100cf Water Used						
All Users	\$12.22	\$12.93	\$13.32	\$13.72	\$14.13	\$14.55
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
Irrigation Meters	\$20.47	\$21.65	\$22.30	\$22.97	\$23.66	\$24.37
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
Sewer Rates						
*Per 100cf Water Used						
Motels	\$14.93	\$15.79	\$16.27	\$16.75	\$17.26	\$17.77
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
Residences	\$9.19	\$9.72	\$10.01	\$10.31	\$10.62	\$10.94
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
Restaurants	\$23.12	\$24.46	\$25.19	\$25.95	\$26.73	\$27.53
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
Commercial	\$9.19	\$9.72	\$10.01	\$10.31	\$10.62	\$10.94
**CPI + % increase		5.8%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%	CPI + 3.0%
<p align="center"><i>*100cf = 748 gallons = 1 unit of water (accounts are billed in units)</i></p> <p align="center"><i>**CPI + (The dollar amounts shown above for FY 2021 to 2024 include the proposed percentage increase. CPI is added when the Bureau of Labor Statistics publishes CPI).</i></p>						

5.F. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.F. Introduction of District Ordinance No. 122 regarding parking on District Streets. - Move Ordinance be read in title only and all further readings be waived.

TO: Board of Directors
FROM: Natalie Laacke, District Counsel
DATE: XXXX, XX 2010
SUBJECT: Item 5.F. – Amending Ordinance 107

Background:

On April 14, 2010, the Board of Directors of the San Simeon Community Services District adopted Ordinance 107 which, among other things, prohibits parking a motor vehicles in the same place for 72 hours, prohibits sleeping in vehicles during the hours of 10:00PM and 6:00AM, and prohibits recreational vehicles from being parked or left standing upon any street within the District between midnight and 6:00AM (unless a permit is obtained.)

Analysis:

In *Martin v. City of Boise*, the Ninth Circuit ruled that enforcement of ordinances that prohibit sleeping or camping on public property against homeless individuals is unconstitutional when those individuals do not have a meaningful alternative, such as shelter space or a legal place to camp. In other words, municipalities cannot criminalize camping in a public place (i.e. being homeless and sleeping on the street) when there are no spaces available at shelters. *Martin v. City of Boise* (2019) 920 F.3d 584. The approach taken by many municipalities is to treat a person sleeping in a RV (that has no other place to sleep) as a homeless person.

Therefore, based on the holding in *Martin*, the District can prohibit overnight camping (i.e. living in your RV or car) and issue a citation to someone in violation, but only when (1) there is a sleep space practically available to that person in a shelter in the County of SLO and (2) there is a “safe” parking space practically available to that person in the County of SLO; and the person refuses to go to one of those shelters or safe places.

This will be hard to enforce. Before issuing a citation, District staff will have to check with the County shelters and safe parking locations that there is space available and only then can the District issue the citation (assuming the person refuses to leave). The District is not the only public

entity that this affects. Many cities have argued that the *Martin* ruling will truly hurt public health and safety because homeless encampments have allowed for the spread of disease, drug use and increase crime. The District could take the approach that the parked cars on the streets is a health and safety issue and must be removed. Such actions would be the target for future lawsuits.

The District's parking ordinance with suggested changes to make it compliant with the holding of *Martin v. City of Boise* was included in the Board packet.

Enc: Draft Ordinance 122 Parking on District Street

ORDINANCE NO. 122
AN ORDINANCE OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT
REPEALING, AMENDING, AND REENACTING ORDINANCE 67, 88 and 107
REGARDING PARKING REGULATIONS

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF
THE SAN SIMEON COMMUNITY SERVICES DISTRICT AS FOLLOWS:

SECTION 1: REPEAL and REENACT. That Ordinance 67, 88 and 107 are hereby repealed, amended, and reenacted to read as follows:

SECTION 2: PARKING FOR MORE THAN SEVENTY-TWO HOURS PROHIBITED. Pursuant to California Vehicle Code Section 22507, no motor vehicle shall be parked or left standing upon any street, highway, or public area (whether improved or unimproved) within the District for seventy-two or more consecutive hours without having been moved at least one-tenth of a mile during that period.

SECTION 3: PARKING OF BROKEN DOWN OR WRECKED VEHICLES. No person shall park or stand or permit to remain for a longer period than two (2) hours on any public street, any motor vehicle unless it is registered and the appropriate fees have been paid under the California Vehicle Code or any motor vehicle that is wrecked or incapable of operating under its own power.

SECTION 4: SLEEPING IN VEHICLES. It is unlawful for any person to sleep in any vehicle parked on any street within the San Simeon Community Services District owned or maintained by the District between the hours of 10:00 P.M. and 6:00 A.M. of the following day.

SECTION 5: PARKING OF RECREATIONAL AND COMMERCIAL VEHICLES. No recreational vehicle as defined in Health and Safety Code Section 18010, semi-trailer as defined in Vehicle Code Section 550, trailer as defined in Vehicle Code Section 630, trailer coach as defined in Vehicle Code Section 635, or truck tractor as defined in Vehicle Code Section 655 shall be parked or left standing between the hours of Midnight and 6:00 A.M. upon any street within the San Simeon Community Services District ("District") owned or maintained by the District unless a permit has first been issued therefore by the Manager of the District or an authorized representative of the District.

SECTION 6: EXCEPTION. Notwithstanding Section 5, a recreational vehicle, semi-trailer, trailer or trailer coach or truck tractor may be parked in the District if a 72-hour parking permit is issued pursuant to this section. The purpose of a parking permit is to allow users of a recreational vehicle, semi-trailer, trailer or trailer coach or truck tractor to park adjacent to their residences or businesses to load and unload and to allow out-of-town visitors to park in front of the residence which they are visiting for a limited time period. The provisions of this section shall not supersede any covenants, conditions and restrictions or other private agreements. The terms of such parking permit shall be as follows:

A. Issuance of Permit. Parking Permits shall be issued by the General Manager or his/her designee, upon receipt of an application on a form the District shall establish for that purpose. Any resident of the District may obtain a parking permit authorizing him or her to park such a vehicle in front of his or her residence or place of business. Any out-of-town visitor of a residence may obtain a parking permit authorizing the visitor to park such vehicle in front of such residence, but may not reside in that vehicle overnight while it is so parked, or run water, waste or power lines to the vehicle over a public right of way. For purposes of this section, "out-of-town visitor" means any person who does not reside in the District.

B. Description of Permit; display. The Parking Permit shall include the license number of the vehicle authorized to be parked, the date of issuance, the time period the Parking Permit is valid, and the telephone number of the applicant. Such permit shall be taped to the vehicle on the inside of driver's side window and be clearly visible to District staff and the public.

C. Duration and renewal. The parking permit shall be valid for 72 hours. Upon expiration of a parking permit issued under this section, the applicant may apply for and be granted a parking permit if the applicant still qualifies under the conditions set forth herein. In no event shall more than two (2) parking permits be issued to an applicant within a thirty-day period.

SECTION 5: POSTING OF NOTICE. Appropriate signs or markings giving adequate notice of the restrictions provided for in this Ordinance shall be placed upon the affected streets and highways. Notice of removal of vehicle for violation of this Ordinance shall also be provided.

SECTION 6: VIOLATIONS AND PENALTIES. Any person who is in violation of any provision of this Ordinance shall be issued a citation by the General Manager or his/her designee in the following amounts:

- a. A fine not exceeding fifty dollars (\$50) for a first violation;
- b. A fine not exceeding one hundred dollars (\$100) for a second violation of this Ordinance within one year;
- c. A fine not exceeding two hundred fifty dollars (\$250) for each additional violation of this Ordinance within one year.

Furthermore, pursuant to section 22651 of the California Vehicle Code, any recreational vehicle, utility trailer, or camper parked or left standing on a public street or highway within the district in violation of this Ordinance may be removed from the street or highway. Any person whose vehicle has been towed away under this Ordinance will be responsible for paying any District costs and/or towing costs directly to the towing company in order to reclaim the vehicle.

No citation for a violation of this ordinance, whether criminal or administrative, shall be issued to any person unless, at the time in question, the enforcement officer is able to make an affirmative determination that (i) there is a sleeping space practically available to such person in a shelter

within the County of San Luis Obispo, or (ii) there is a parking space practically available for such person's vehicle as part of a "safe parking program" or similar vehicular sheltering program.

SECTION 7: SEVERABILITY. If any subdivision, paragraph, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforcement of the remaining portions of this Ordinance, or of any other provisions of other ordinances of the District. It is the District's express intent that each remaining portion would have been adopted irrespective of the fact that one or more subdivisions, paragraphs, sentences, clauses or phrases be declared invalid or unenforceable.

SECTION 8: EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after adoption.

SECTION 9. PUBLICATION. A summary of this Ordinance shall be published in a newspaper of general circulation and a certified copy of the full text of the proposed Ordinance shall be posted in the office of the District at least five days prior to the meeting at which the proposed Ordinance is to be adopted. Within fifteen days after adoption of the Ordinance, the governing body shall publish a summary of the Ordinance with the names of those members voting for and against the ordinance and shall post in the office of the district a certified copy of the full text of the adopted Ordinance along with the names of those members voting for and against the Ordinance.

This Ordinance was passed and adopted at a meeting of the Board of Directors of the San Simeon Community Services District on _____, 2020; Upon motion by Director _____ and seconded by Director _____, by the following roll call vote:

Chairperson Kellas: Vice-Chair Russell: Director Carson:

Director Maurer:

Gwen Kellas, Chairperson

ATTEST:

Charles Grace
Secretary/General Manager

APPROVED AS TO FORM:

Natalie F. Laacke
District Counsel

5.G. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.G. Discussion and direction to staff regarding request for qualifications for professional engineering services.

Vice Chair Russel suggested on call engineering support to be placed on the Agenda. The District has many technical Request for Proposals (RFPs) that need to be completed and ongoing projects. On call engineering support will assist toward advancing the efforts.

Enc: Sample Request for Qualifications Template

REQUEST FOR QUALIFICATIONS ON-CALL ENGINEERING SERVICES

The San Simeon Community Service District (the "District") is making a Request for Qualifications (RFQs) from qualified engineering consulting firms to provide a variety of municipal services for on-call engineering services.

The following subjects are discussed in this Request for Qualifications to assist statement preparation.

- I. Background
- II. Scope of Services
- III. Required Insurance
- IV. Statement Format and Content
- V. Evaluation Criteria and Selection Process
- VI. Submittal
- VII. Scoring & Contracting

I. Background:

In order to provide timely and efficient design and construction of District projects and complete private development review, District staff needs to be periodically augmented. The District needs specialized expertise in the engineering fields, as described below in Section II, Scope of Work, not expected to exceed \$20,000 per work order.

II. Scope of Work:

Consultant shall provide engineering services to the District on an on-call basis. The general scope of services needed by the District typically fall into the following categories:

- Preparation and draft of Requests for Proposals for other professional services that may be needed for the District.
- Design, review, coordination, administration, and construction engineering and technical support of District projects by consultant from their office.

The general engineering and technical areas of service required by District may include, but are not limited to:

- Surveying and mapping
- Civil
- Geological/Geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD
- Utility services and rates analysis
- Construction plans and specifications
- Estimating
- Construction support

III. Required Insurance:

1. Worker's Compensation insurance in accordance with the statutory coverage required by the State of Washington and Employers Liability insurance with limits not less than \$1,000,000 and, where applicable, insurance in compliance with any other statutory obligations, whether State or Federal, pertaining to the compensation of injured employees assigned to the work.
2. Commercial General Liability with limits not less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury and Property Damage, including coverage for Premises and Operations Liability, Products and Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability and Personal Injury Liability.
3. Commercial Automobile Liability on all owned, non-owned, hired and rented vehicles with limits of liability of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage per each accident or loss.
4. Umbrella/Excess Liability insurance coverage of not less than \$1,000,000 per occurrence and annual aggregate providing coverage in excess of General Liability, Auto Liability, and Employers Liability.
5. Professional Liability insurance with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate, subject to a maximum deductible \$10,000 per claim. The District has the right to negotiate increase of deductibles subject to acceptable financial information of the policyholder.

Each policy of insurance required by this section shall provide for no less than 30-days advance notice to the District prior to cancellation.

In addition, the District, its officers, employees, and volunteers shall be named as "Additional Insured" by all contractors and subcontractors and a "Waiver of Subrogation" shall be included in favor of the District.

The insurance shall be placed with insurers with a Best's rating of at least VII. Certificates of insurance, including all of these requirements, are required prior to signature of the contract.

IV. Statement Format and Content:

In submitting the statement of qualifications, your firm acknowledges that the District shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of Commission action approving or disapproving any proposed agreement. The District may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFQ or in subsequent negotiations creates any vested rights in any person.

Statements that do not address the items listed in this section will be considered incomplete and will be deemed non-responsive by the District.

A. Letter of Transmittal

B. Narrative

1. Brief resumes of the "Principal-in Charge" and the key technical personnel to be assigned to projects.

2. A description of the services available from your firm that would be used to support on-call service needs of the District. Describe how your firm would use existing staff and services to meet the needs of the District in support of planning, design, permitting, and construction of various Capital projects.

C. References

Provide names and telephone numbers of at least three references willing to attest to your firm's ability to complete projects on time and within budget.

D. Confirmation of Business Organization

On the last page of the proposal, the proposer shall identify the business organization under which it operates (form provided in RFQ). Partnerships and joint ventures will list each member's name, address, business license, tax ID, telephone and fax numbers on a separate sheet of paper attached to the proposal.

Important: Statement of Qualification submittals shall not exceed a total of 15 (fifteen) pages. This number includes the Confirmation of Business Organization form. Additionally, submissions shall not include any items, documents or enclosures not specifically requested above in Section IV – Statement Format and Content. This includes brochures, business cards, handouts, etc.

V. Evaluation Criteria and Selection Process

The basis of award will be to the top firms receiving the most points based on the following criteria:

- 1) Qualifications of the consultant and firm.
- 2) Past experience of the consulting firm related to on-call services.
- 3) Past Performance/references.

The District hereby notifies that it will affirmatively ensure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The District is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the District shall be in conformity with the District's policy on non-discrimination.

VI. Submittal

Three (3) copies of the complete response to the Request for Qualifications are due to the District, prior to 2:00 p.m. on _____. Proposals may be hand-delivered, mailed, or delivered by courier. Facsimiles and emailed proposals **WILL NOT** be accepted, and considered non-responsive to this RFQ. Submissions including less than the requested number of copies will be deemed non-responsive and ineligible for further consideration during the selection process.

Submittal Address: District Office
111 Pico Avenue
San Simeon, CA 93452

Additional Contact Information, for inquiries only/submittals WILL NOT be accepted, via email, as outlined above:

General Manager
805-927-4778

All proposals must be clearly marked on the outside of the envelope: “**ON-CALL ENGINEERING SERVICES POOL.**”. The District may consider proposals that do not address the items listed in this section as non-responsive.

Inquiries regarding the RFQ can be directed to the General Manager, at the address and phone number, or by email noted above. *Response to inquiries cannot be guaranteed unless received in writing prior to _____*. An addendum will be posted to the “Current Projects and Bid Opportunities”, located at: _____ -- and will outline all questions and their associated answers, received prior to the inquiry deadline.

VIII. Scoring and Contracting

Evaluation of the statements will be performed by a committee of individuals to be selected by the District. The submissions will be scored and ranked based on the selection committee’s evaluation. In the event of close scoring, a shortlist interview may be performed. Interviews, if necessary, are tentatively scheduled for the week of _____. All selected firms will be contacted with specific information as to location and time of the interviews.

The firms with the highest cumulative scores will be invited to enter into contract negotiations; contracts must be executed within 30 days of offer (or other agreed to time frame, on a case by case basis), or negotiations will be terminated and the offer to contract will be rescinded. **The District reserves the right to award the contract to the highest ranked firm(s) without further discussions. The District reserves the right to reject all proposals received.**

Following the successful execution of an agreement, firms will be required to provide the District copies of their current State of California and/ or County of San Luis Obispo business licenses, and Certificates of Insurance.

Individual projects will be approved on a Work Order basis. Work orders will be assigned on a rotation schedule, determined by the type of services required—consultants will be eligible for the specific services, as identified on a Professional Service Roster form, provided to the firms selected for contracts.

5.H. BUSINESS ITEMS



BUSINESS ACTION ITEM STAFF REPORT

Item 5.H. Discussion regarding draft letter to the California Rangeland Trust (CRT) in support of shielding tanks from view of Highway 1.

Chairperson Kellas is introducing the attached draft letter to the Board in consideration of sending the letter to the CRT acknowledging the District's commitment to shielding the tanks from view of Highway 1.

Enc: Draft letter of response from District
Letter from California Range Land Trust

CALIFORNIA
RANGELAND
Trust

April 14, 2020

Ms. Kerry O'Toole
Land & Resource Manager
Hearst Western Properties
Via email: [REDACTED]

RE: Hearst's Request for California Rangeland Trust's review of the SSCSD Tank Project

Dear Kerry:

On February 19, 2020, Hearst requested that California Rangeland Trust (Rangeland Trust) review the San Simeon Community Services District (SSCSD) plans to expand the scope and size of its existing 1972 easement (Easement) granted by Hearst to allow SSCSD to construct, operate, and maintain, on a portion of Hearst's San Simeon Ranch Property in San Luis Obispo County, California, a water reservoir with a capacity 150,000 gallons. Rangeland Trust's primary source of information for its review has been the Initial Study and Mitigated Negative Declaration (MND) prepared in September of 2019 by Oliveira Environmental Consulting, LLC. According to the MND, SSCSD intends to construct two 25.5-foot tall water storage tanks each with a capacity of 400,000 gallons of water.

According to the conservation easement granted by Hearst to Rangeland Trust on February 18, 2005 (Conservation Easement), Hearst has reserved the right to grant easements and other third-party authorizations for the facilities and uses authorized under Sections 3, 9, 11, and 12 of the Conservation Easement. Section 9 of the Conservation Easement authorizes storage facilities for public utility purposes. Section 3 of the Conservation Easement requires Rangeland Trust's prior permission for any construction or enlargement greater than a cumulative fifty percent (50%) in size of any non-residential facility based on the size of the facility on the Effective Date of the Conservation Easement.

The water storage capacity of the existing water storage facility, as of the Effective Date, was and remains 150,000 gallons; SSCSD seeks approval of two new water storage tanks for a combined capacity of 800,000 gallons. The requirement under Section 3 of the Conservation Easement for Rangeland Trust's prior permission is therefore applicable. Rangeland Trust's required basis for approval of the expanded Easement is a demonstration that the expansion will not impair the "Conservation Values" as defined in the Conservation Easement.

Rangeland Trust staff reviewed the MND and it was reviewed and considered by Rangeland Trust's Conservation Committee on March 26, 2020. Rangeland Trust is concerned the visual resources, described as a part of the Conservation Values to be protected by the Conservation Easement, will be impaired by the development of the two 25.5-foot tall tanks as proposed. In reaching this conclusion, Rangeland Trust carefully considered the "photosimulation" included as Attachment B to the MND. Therefore, Rangeland Trust withholds its permission for Hearst to

Ms. Kerry O'Toole
April 14, 2020
Page 2

modify and/or expand the Easement under the scope outlined in the MND unless steps are taken to avoid any impacts on the viewshed from the vantage point of Hwy 1. Possible measures include, but are not limited to, any combination of:

- a) Reducing the height of the water storage tanks;
- b) Constructing the concrete pad below ground level, thereby substantially lowering the height profile of the storage tanks; and
- c) Shielding the tanks with natural foliage.

After SSCSD and Hearst of review potential measures to reduce the tanks' potential effect on the viewshed from Hwy 1, Rangeland Trust will reconsider the proposed modification to the Easement.

Please let me know if you have any further questions or requests.

Sincerely,



Michael Delbar
Chief Executive Officer

Gwen Kellas
SSCSD Board Chair
111 Pico Ave
San Simeon, CA 93452
June 1st 2020

Michael Delbar
Chief Executive Officer
1225 H Street Sacramento, CA 95814-1910

Dear Mr. Michael Delbar:

The San Simeon District Board received a copy of your letter to Ms. Kerry O'Toole expressing your concern in reference to the viewshed from Hwy 1 and other areas of Hearst property. Please rest assured the District has the exact same concerns and I will be requesting the Water Committee support Staff and the Board in finding a solution to ensure the tanks will be shielded from Hwy 1.

Respectfully,

Gwen Kellas
SSCSD Board Chair

CC: Ms. Kerry O'Toole
Land & Resource Manager
Hearst Western Properties

June 10, 2020 Board Meeting
Handouts from Members of Public

June 2020 mtg

Today's agenda Item B - Phoenix Engineering's contract extension

David Sansone <dave@sansoneco.com>

Wed 6/10/2020 1:26 PM

To: Gwen Kellas <gkellas@sansimeoncsd.org>; San Simeon CSD <admin@sansimeoncsd.org>; Charles Grace <cgrace@graceenviro.com>; William Maurer <wmaurer@sansimeoncsd.org>; John Russell <jrussell@sansimeoncsd.org>; willcarson99@icloud.com <willcarson99@icloud.com>

Cc: mrh@cavetal.com <mrh@cavetal.com>

Dear Board Members, General Manager and Office Manager,

In response to the email below addressing Agenda Item B; extending the contract with Phoenix Engineering, I offer the following observations in support of this extension. Please acknowledge that substantial work under the contract has been completed, but the entire design task for the desired project is not yet finished. The District's most efficient path forward, both procedurally as well as fiscally, is to extend the contract today.

Points I see with this extension:

- There is no additional cost to the CSD beyond what has already been committed under the contract.
 - There is absolutely no value to the District to starting over with a new Engineer as some suggest.
- The Parties (the CSD and Phoenix) have continued to work together, showing good faith per the contract, even though the contract time has tolled
- It is *vastly more efficient* to continue forward with Phoenix than to attempt to engage another Engineer. If you elect to go with a new Engineer, as some without any experience in this realm suggest, it would have the effect of throwing out almost all of the work completed to date as well as the monies expended to date. My statement is that due to Professional Liability for Design Professionals. No "new Engineer" is going to use any of the work performed by Phoenix; they'll just start from scratch. To think, as some evidently do, that a new engineer would pick of from where Phoenix left off is delusional at best. There is absolutely no value in doing this for the CSD.
- Both Parties are in agreement to extend the contract at no additional cost.
- It is in the best interest of the Public to extend the contract so as to manifest the Water System Improvements as contemplated by the Parties when the Contract was initially entered into in June of 2018.

Having a contract like this need additional time is not at all unusual, I had it happen on many occasions with everyone from the US Air Force, to Raytheon, to the US Fish and Wildlife Service and the US Forest Service. All of them at one time or another had to extend contracts I was working under at the time someone discovered that their time had run.

I have been constructing Public Works for over 40 years, prior to retiring in 2019. Shortly prior in 2017, I was able to furnish a single Bond for new construction up to \$35M for a single project. I

have some experience with tanks too; I have built 3 at 1.0MG and 3 at 0.5MG for Local, State and Federal Agencies. I understand tanks and water works projects. You have a very vocal 'local resident bully' who is trying to run you though threats and innuendo as well as raising all types of issues, most of which he knows nothing about in any depth what so ever. The issues he brings forth are typical for all public works projects under construction today in California. These issues, and most likely a few that have yet to come to light, will be resolved through the completion of the design process.

As regards the current design and the additional work required: I have had the chance to go through the engineering, yes there are some additional items needed that are not currently in place. I have personally been responsible for constructing \$300M - \$400M of public improvement projects, about half of which involved water generation, transmission or storage. The items that one of your residents has voiced below are not unusual. The CSD could address these items thorough the issuance of Addenda to the original RFP. However, it makes more sense to complete the design and re-bid the project. It is my belief that upon re-bid the District will have good competitive pricing (post COVID 19) and will be able to get the work needed built at a competitive price.

I am encouraging you to all have courage and take the path that clearly facilitates the District to continue to make good progress in resolving the 35 year old moratorium. It is also my belief that the Health and Safety of the District's Resident's continue to be at risk absent the planned water distribution and storage enhancements which will be brought closer to fruition by extending the contract. Phoenix engineering and Grace Environmental have succeeded in helping the District work your way out of the 1980's and into current times.

I am asking you to take the most expeditious and fiscally responsible path forward and to extend the existing contract with Phoenix.

Thank you for your consideration.

David Sansone
805.215.9547

www.sansoneco.com

----- Forwarded message -----

From: **Henry Krzciuk** <hkrzciuk@gmail.com>

Date: Wed, Jun 10, 2020 at 7:56 AM

Subject: Comments submission June 10, 2020 Board Meeting Agenda Item B

To: Gwen Kellas <gkellas@sansimeoncsd.org>, San Simeon CSD <admin@sansimeoncsd.org>, Charles Grace <cgrace@graceenviro.com>, William Maurer <wmaurer@sansimeoncsd.org>, <jrussell@sansimeoncsd.org>, Will Carson <willcarson99@icloud.com>

To: San Simeon CSD Board, General Manager, and Office Manager

My comments submission for the June 10, 2020 San Simeon CSD Board Meeting - Agenda Item B. Discussion regarding Water Tank Project and consideration of the Affirmation and Restatement of the Agreement between SSCSD and Phoenix Engineering.

The Board should not reopen, extend, or attempt to modify this large contract with Phoenix Engineering. The contract has ended, let it be. A fair, competitive selection process should now begin to select a company for completion of the project. It should be a company with extensive water tank experience.

The present contract is tainted because it was sole sourced which is not in accordance with State law (Gov. Code 4529.10-.20) and District policies. As such, charges associated with this contract may not be eligible for State or Federal grant reimbursement. These grants and loans require laws to be followed.

As difficult as it might be made to sound, the proper path is to proceed with a new engineering services contract to finish the tank design and conduct a new bid process for construction*. This will allow the legally required methodology of design-bid-build to be followed. Again, following the required methodology for the tank project itself will ensure that State and USDA RD grant/loan conditions are met for funding.

The selection of an engineering company to finish the tank design and rebid could be combined with construction project management and the quality assurance (welding and coatings etc.) phases. This one combined engineering/construction re-bid/project management/quality assurance bid would finish the project. The project management and quality assurance work would have to have been bid anyway because it was not part of the original Phoenix contract.

A company with extensive water tank experience will be needed and at least two such companies with local presence may have the necessary qualifications.

There is plenty of time to take a revised path. Given the District's rigid position and unaddressed issues, the Hearst easement is at least a year away. Re-engineering work will most likely be needed. Without substantial change and resolution of Hwy 1 and Hearst Ranch viewshed impacts along with other yet to be addressed easement related matters, the tank permit is unlikely to be approved for some time, if ever. Hearst Corp. has not been well handled and they are the owners of the property. In addition, the Hearst Ranch conservation easement is sensitive and has quite a history with environmentalists and their groups.

Request that the Board: (1) reject changes to existing Phoenix contract; (2) establish a new services contract that completes tank design and includes a re-bid of the tank construction, project management, and quality assurance; and (3) the District reduce the tanks visible height substantially in accordance with the CRT and Hearst request to avoid further permitting problems and major delays.

*Note: The present tank design/construction contract has not been awarded nor contract signed.

Thanks,

Hank Krzciuk

San Simeon Resident

909 437-0041

www.coastcentralphoto.com

"On Call" Engineering Services Agenda Item

David Sansone <dave@sansoneco.com>

Wed 6/10/2020 2:28 PM

To: San Simeon CSD <admin@sansimeoncsd.org>; Charles Grace <cgrace@graceenviro.com>; Gwen Kellas <gkellas@sansimeoncsd.org>; William Maurer <wmaurer@sansimeoncsd.org>; willcarson99@icloud.com <willcarson99@icloud.com>; John Russell <jrussell@sansimeoncsd.org>
Cc: Michael R. Hanchett <mrh@cavetal.com>

Dear Board and District Management Staff,

With regard to the on-call Engineering services item on the Agenda and the continual 'coaching' you receive from one of your residents (email below); I offer the following.

The thought that it's appropriate to compare the County of San Luis Obispo with an annual budget of \$640M to the San Simeon CSD is ridiculous!

To think the CSD is going to 'piggy back off the County RFP' in my opinion, shows how little understanding your 'local resident' has of this type of RFP, Engineering Services and how this process works in general. There isn't an Engineer in the State of California who would treat the two entities as being even remotely comparable to one another, thus I am encouraging you to move forward as intended a get someone on-board to help the San Simeon Community Services District, and let the COUnty take care of themselves.

Please listen to and follow your Manager's suggestions. Grace Environmental has done a very good job of getting the Districts facilities updated as fast as possible, with the funds available. On that subject, it also appears to me that Grace Environmental has had good success in not only getting grant money for the CSD, but actually getting improvements in-place, and not using all of the grant money to just undertake more 'studies' as many of the previous Managers.

Thank you once again for your consideration. The Board's job is truly a thankless task; please accept our thanks for all you do!

David and Jennifer Sansone
805.215.9547

www.sansoneco.com

----- Forwarded message -----

From: **Henry Krzciuk** <hkrzciuk@gmail.com>

Date: Tue, Jun 9, 2020 at 9:34 AM

Subject: Comment Submission for June 10, 2020 re: "On Call" Engineering Services Agenda Item

To: San Simeon CSD <admin@sansimeoncsd.org>, Charles Grace <cgrace@graceenviro.com>, Gwen Kellas <gkellas@sansimeoncsd.org>, William Maurer <wmaurer@sansimeoncsd.org>, Will Carson <willcarson99@icloud.com>, <jrussell@sansimeoncsd.org>

To: San Simeon CSD Board, General Manager, and Office Manager

Subject: Comment Submission for June 10, 2020 re: "On Call" Engineering Services Agenda Item

The County is completing a bid for "on-call" civil engineering services. Four civil engineering firms will be selected. The contracts will be for three years. Bids are due next Friday, June 19th. Awards will be made by mid-July. If one or more of the awardee's are found acceptable for our needs, our community can piggy-back on this procurement and associated contracts.

I am asking that the Board defer its bid, until it reviews the awardee's skill sets. The County's requirements in the bid may be somewhat focused for selection purposes. However, the County purchasing lead has indicated that he fully expects these companies will present a very broad set of civil engineering skills and experience. Note: The County puts a preference on companies with a County presence.

The County RRP bid purpose follows:

"The purpose of this Request for Proposal (RFP) is to solicit offers from qualified firms to establish a three year on-call consultants list to provide professional services that include Civil Engineering with supporting Land Surveying, if needed, on a variety of County public work's projects."

I think it would be appropriate waiting until the Board reviews the capabilities of the four selected companies before issuing a bid. This may not yield what we want but again I believe it is worth a look and is not long to wait. We don't have the purchasing power on our own to attract many companies. It would also potentially save our bid, contracting, and legal time and fees.

Request inclusion of these comments in the meeting minutes.

Thanks,

Hank Krzciuk

909 437-0041

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"On Call" Engineering Services Agenda Item

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