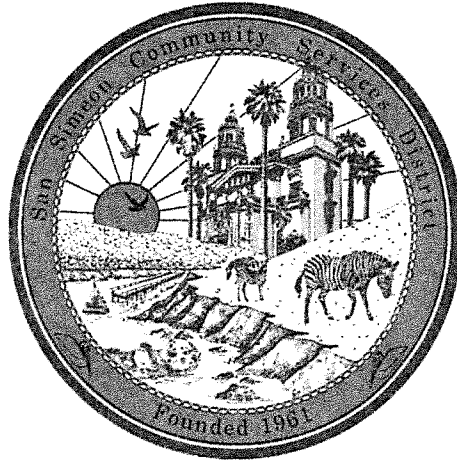


Public Copy

**Board of Directors
San Simeon Community Services District**



BOARD PACKET

**Wednesday, June 13, 2018
Regular Meeting 6:00 pm**

**Cavalier Banquet Room
250 San Simeon Avenue
San Simeon, CA**

Prepared by:



GRACE
ENVIRONMENTAL SERVICES

AGENDA
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, June 13, 2018
6:00 pm

CAVALIER BANQUET ROOM
250 San Simeon Avenue
San Simeon, CA 93452

1. REGULAR SESSION: 6:00 PM

A. Roll Call

B. Pledge of Allegiance

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Public Comment - Any member of the public may address and ask questions of 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. **General Manager's Report** – Summary of May Activities.
- iii. **Superintendent's Report** - Summary of May Activities.
- iv. **District Financial Summary** – Update on Monthly Financial Status.
- 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 to 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 to this time, Public Comment is limited to three (3) minutes.

A. Review and approval of Minutes for the Regular Meeting on May 9, 2018.

B. Review and approval of Disbursements Journal.

C. Review and approval of Minutes for the Special Meeting on May 9, 2018.

5. PUBLIC HEARING:

- A. Consideration of Adoption of Resolution 18-399 Adopting the 2018-2019 Fiscal Budget.

6. BUSINESS ITEMS:

Public Comment - 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 to this time, Public Comment is limited to three (3) minutes.

- A. Consideration of adoption of Board resolution 18-400 declaring a public nuisance for the weed abatement program.
- B. Consideration of adoption of Board Resolution 18-401 authorization signatures for banking services on behalf of the District.
- C. Consideration of adoption of Board Resolution 18-402 requesting Consolidation of the District's Bi-Annual Election with the November 8, 2018 Consolidated General Election.
- D. Authorization for the General Manager to retain Mid State Roofing, Inc. to reroof the District Office work not to exceed the amount of \$4,400.00.
- E. Consideration of approval of the proposal for the Potable Water Reservoir Engineering Design from Phoenix Engineering.

- 7. **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).

- 8. **PUBLIC COMMENT** -This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #9. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

- 9. **CLOSED SESSION. The Board will hold a Closed Session to discuss the following item:**

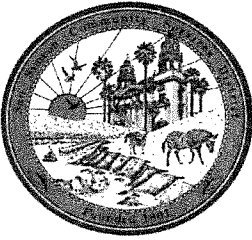
A. Conference with Legal Counsel – Anticipated Litigation. Decide whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: Number of case(s): 1.

- 10. **RECONVENE TO OPEN SESSION** – An announcement of any reportable action taken in closed session will be made in open session.

11. 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.

3. A. ii GENERAL MANAGER'S REPORT
Charles Grace
Update for May 2018



GENERAL MANAGER'S REPORT

Item 3.A.ii

1. **Staff Activity** – Report on Staff activities for the month of May.

Regular activities performed by District staff include:

Processing of utility payments, customer service duties, answering phone calls, mailing of regular monthly utility bills, along with the preparation and distribution of the Agenda and Board packet.

During the month of May, staff also attended to the following items:

- Responded to two (2) public records requests.
- Mailed the consumer confidence report (CCR).
- Finalized activation of the weed abatement power with the Local Area Formation Commission Office (LAFCO). A copy of the final approval letter is included as part of the handout.
- Met with the policy and procedures ad-hoc committee to continue working on recommended changes to the manual.
- Researched potential grant opportunities for the District.

2. **Agenda item request** – Agenda item request – At the end of the May Board meeting the directors discussed adding an item to the June meeting agenda to discuss a sign on Highway One noting the location of the elephant seal viewing point. Staff has contacted the entities that would be responsible for this type of project and therefore the item was not added to the June meeting agenda.

3. **Grant Update** –

Prop 1 DAC reimbursement (Planning / Design):

In May, DWR informed the County that invoices should be submitted quarterly. This first invoice to DWR will cover the time period of 1/22/2016 to 3/31/2018. This is a deviation from previous DWR/IRWM grants, but the RWMF has confirmed that it must be this way.

Staff has submitted all of our invoices to date that totaled \$63,347.00. These invoices fit into the 1/22/16-3/31/2018 time frame. There was only one invoice that did not fit into this time frame for \$831.50 dated 11/10/15 from Jon Turner. At this time there was no estimated time frame for receiving the actual reimbursement. As soon as staff hears of a reimbursement date, we will let the Board know. This portion of the grant does not have a matching funds requirement.

The deadline for the submittal of invoices related to project design is fast approaching. This means that there is a pressing need for the completion of the remaining 70% tank design portion to ensure that we meet the deadlines for the invoice submission window. If the SSCSD fails to perform the remaining portion of the design and then meet the invoice submittal dates, we may be required to pay for all costs related to the design of the project.

Prop 1 Implementation Grant (Construction):

As far as the upcoming grant is concerned, the time frames continues to be pushed back by the DWR. The final guidelines will not be out until late summer.

Applications will not be due until 2019. Because there are no actionable items for next week at the RWMG, the meeting has been canceled for June. This portion of the grant has a matching funds requirement because of the amount of funds available to San Luis Obispo County. (6 million Est. for the entire County.)

Federal Emergency Projects Grant:

In response to last year's natural disaster Congress recently passed a fiscal year (FY) 2018 Emergency Disaster Assistant (EDA) Supplemental that provides funding to support federally designated disaster areas. This investment assistance will help communities and regions devise and implement long-term economic recovery strategies through a variety of non-construction and construction projects, as appropriate, and to address economic challenges in areas where a disaster declaration occurred.

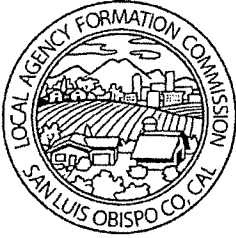
Renee Osborne attended the grant workshop on behalf of San Simeon. Based on the grant guidelines staff is submitting a project which includes improvements to the south facing protection of the Pico Stairs. Renee will be working with Oliveria Consulting on the project submittal. As more information becomes available staff will keep the Board apprised.

- 4. Caltrans traffic survey update** – Staff spoke with a representative from Caltrans regarding the timeline for a traffic survey for San Simeon. At this time there is no definitive timeline set for survey in our area. However, Caltrans responded with the following information:

Coastal communities throughout California are beginning to plan for the California Coastal Trail project. The purpose of the trail will be to connect the entire coast of California by forming an extensive hiking trail. When complete, the trail will be 1,200 miles long—spanning from Oregon to Mexico. The San Luis Obispo Council of Governments (SLOCOG) has completed planning for the California Coastal Trail/bikeway components within San Luis Obispo County. These recommended strategies cover various features of the trail. One of the strategies will be to enhance and address future needs for bicyclists and pedestrian mobility where feasible.

District staff has scheduled a meeting with SLOCOG to discuss the plans for the trail. At this meeting staff will also find out about the potential for a traffic survey to occur in our area that includes State Highways and County roads. Staff will report back to the Board at the next meeting with a summary of the findings.

- 5. Outfall Findings** – Attached is a copy of the report from Marine Diving Solutions.



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

COMMISSIONERS

Chairman
ED WAAGE
City Member

Vice-Chair
LYNN COMPTON
County Member

DEBBIE ARNOLD
County Member

ROBERT ENNS
Special District Member

ROBERTA FONZI
City Member

TOM MURRAY
Public Member

MARSHALL OCHYLSKI
Special District Member

ALTERNATES

Ed EBY
Special District Member

ADAM HILL
County Member

JAMIE L. IRONS
City Member

HEATHER JENSEN
Public Member

STAFF

DAVID CHURCH
Executive Officer

RAYMOND A. BIERING
Legal Counsel

MIKE PRATER
Senior Analyst

DONNA J. BLOYD
Commission Clerk

May 23, 2018

Mr. Charlie Grace, Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Re: Activation of Latent Powers: Weed Abatement

Dear Mr. Grace:

LAFCO Staff and Legal Counsel have reviewed the documentation submitted to comply with the conditions of approval for the activation of weed abatement power, file number 1-E-17. The San Simeon CSD has fully complied with the LAFCO Conditions of Approval and the activation of latent power for weed abatement is complete.

Please note on May 3, 2018 we previously sent you a copy of the filed Certificate of Completion for your records. This completes the LAFCO process for this application. Please contact us if you have questions.

Sincerely,

David Church
LAFCO Executive Officer

RECEIVED

MAY 30 2018

BY:



21670 E Geddes Pl
Centennial, Colorado 80016
Office Phone: 800-637-1322
Office Fax: 303-309-0097

Inspection Report for San Simeon CSD

03/26/2018- 03/30/18

San Simeon, CA

Outfall Inspection

Divers: Jacob McElwee, Brandon Erickson, Trevor Reda



Marine Diving Solutions conducted a dive to investigate the condition of the 8" outfall for San Simeon CSD in San Simeon, CA on March 26th-30th, 2018. The report below summarizes what the divers found during their investigation. With every past inspection that Marine Diving Solutions has completed, it appeared the pipeline is becoming more and more covered with sand each year. Since the pipeline was again buried, MDS's commercial dive team dredged the pipeline in order to inspect and perform integrity tests. The pipe did continuously get covered with sand during the dredging process and the day after while inspecting. Inspection was done on 650' of the outfall pipe.

Due to the ductile iron pipe material, the ultrasonic readings can vary. These measurements should be used as baseline readings for future comparisons with the same ultrasonic unit. The commercial divers used TI-UMX 2 underwater ultrasonic gauge to test the wall thickness of the outfall pipe. The unit was set on an iron setting on a medium/ low gain. The pipe was found to be intact and the flapper valves functioning. A layer of corrosion surrounding pipe averaged 3/8" thick with marine life and mineral growth building on top. 75% of the pipe anchor straps have corroded away. A brief summary is included with measurements.

Recommendations would be to consider replacing the metal straps that hold the pipe in place with new stainless steel straps. Also recommend future readings of the pipe thickness with the same ultrasonic tester to compare with these baseline readings.

End of Pipe

Summary: The end of the outfall pipe has minor corrosion and some mineral build-up. No cracks visible. The valve is in good condition and functioning properly.



Stainless steel hardware in good condition



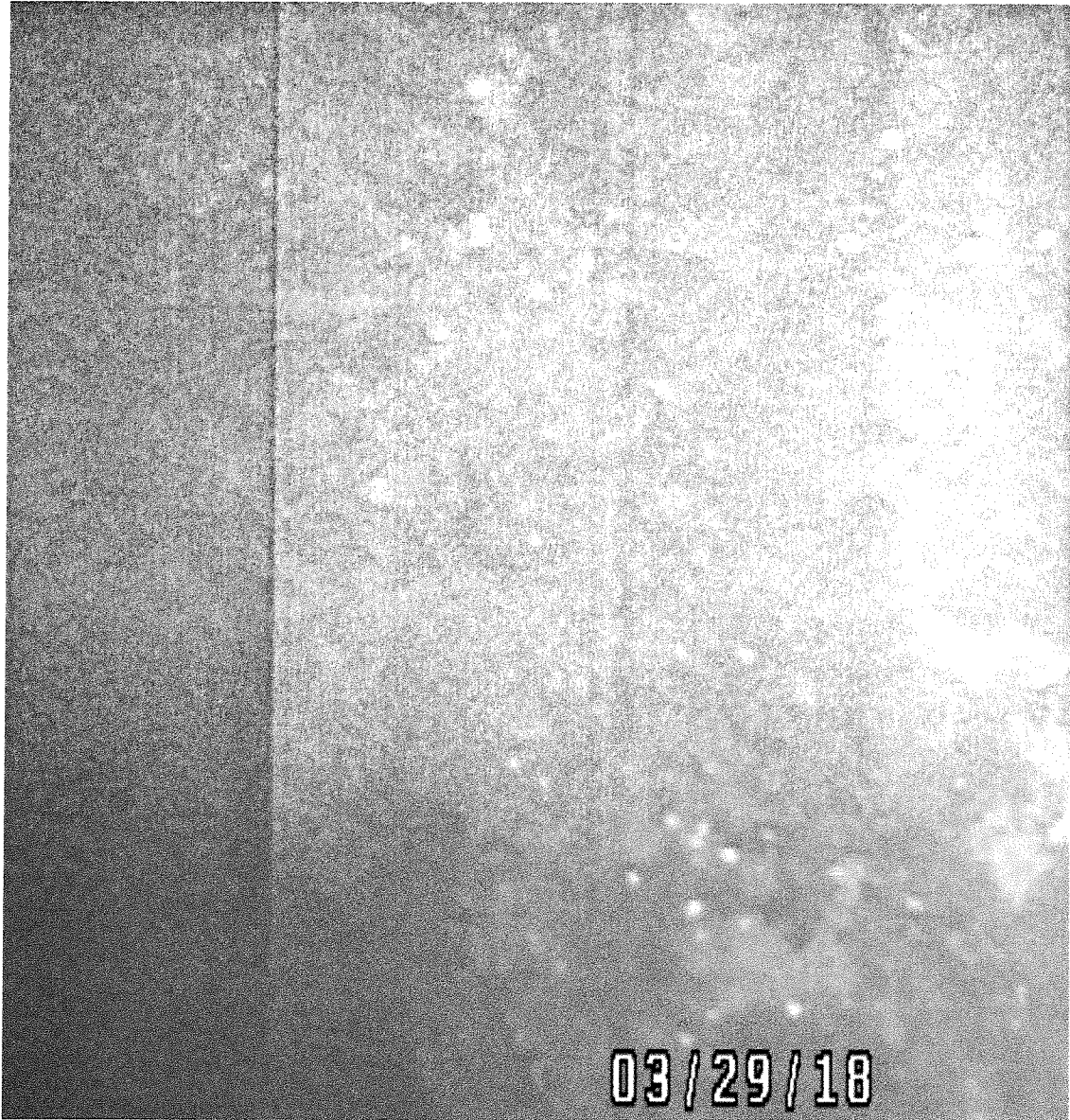
20' Section

Summary: The first 20' of the pipeline inspected appeared to have corrosion. The metal straps holding the pipe in place are corroding and broken.

Metal strap is corroded away, corrosion on pipe



Corrosion on pipe



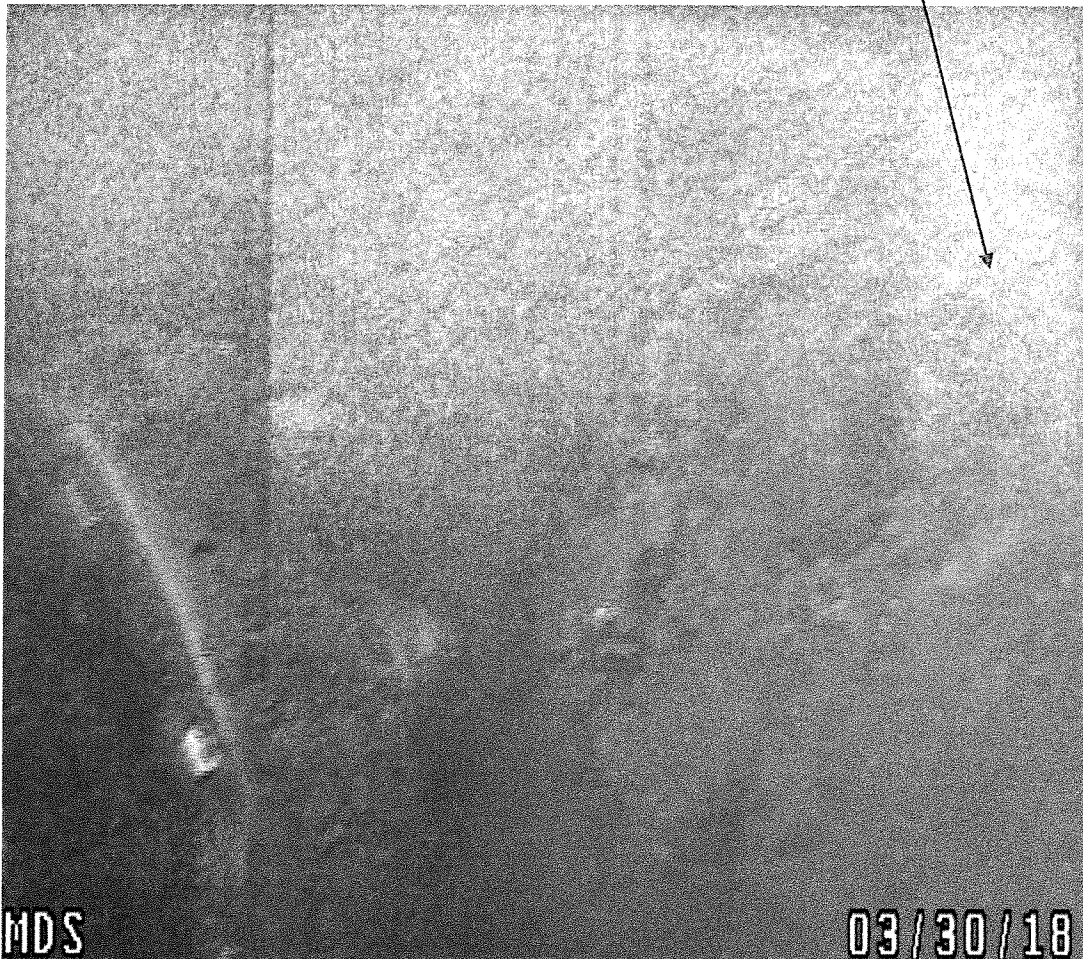
Tidflex #1

Valve Working Properly: Yes No

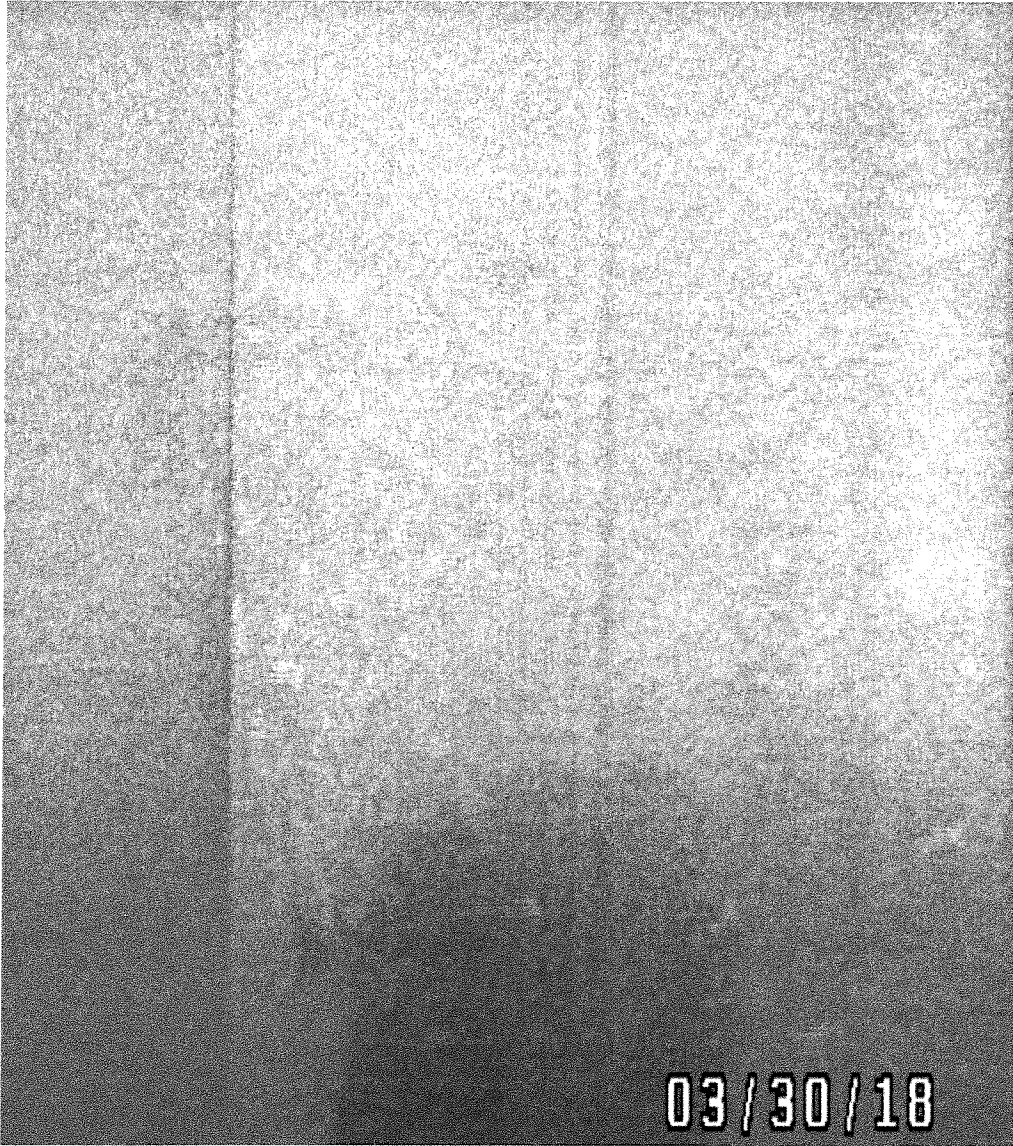
Hardware Securing Valve to Flange/Pipe Intact: Yes No

Summary: Valve appears to be a Tidflex Series 35 or equal. The valve was open with fluid coming through. Hardware is intact and is noted to be in good condition overall. Hardware appears to be stainless steel and is in good condition.

Corrosion on pipe



Tide Flex Valve

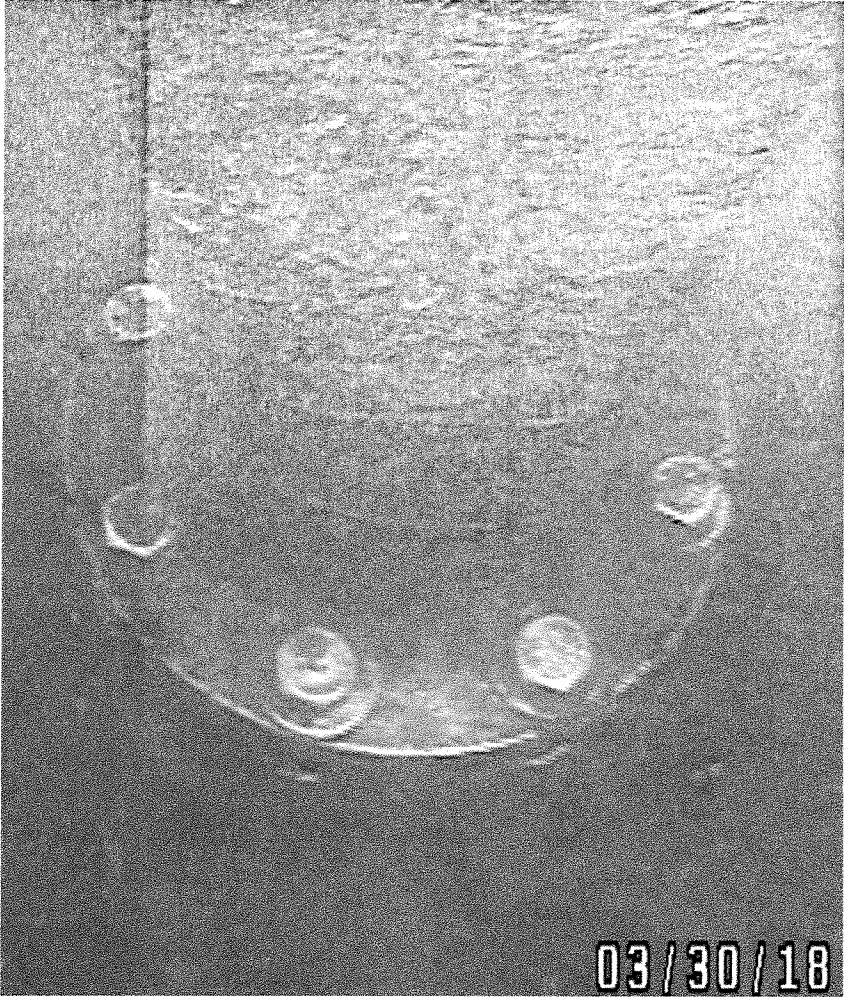


Tide Flex #2

Valve Working Properly: Yes No

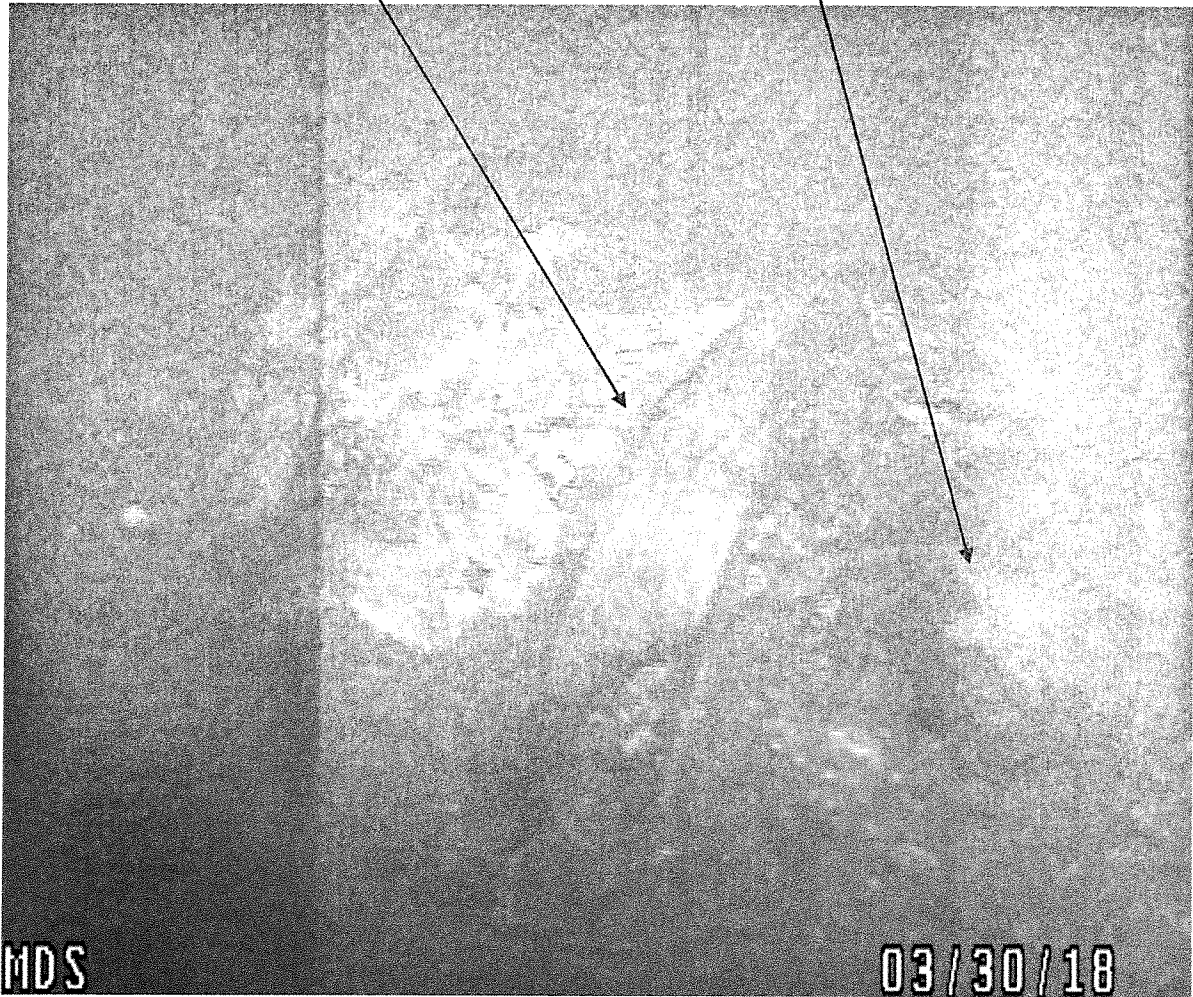
Hardware Securing Valve to Flange/Pipe Intact: Yes No

Summary: Valve appears to be a Tidflex Series 35 or equal. The hardware was intact and was noted to be stainless steel and in good condition overall. The metal straps that hold the pipe in place are corroding. The connection point is in good condition with no discrepancies visible.



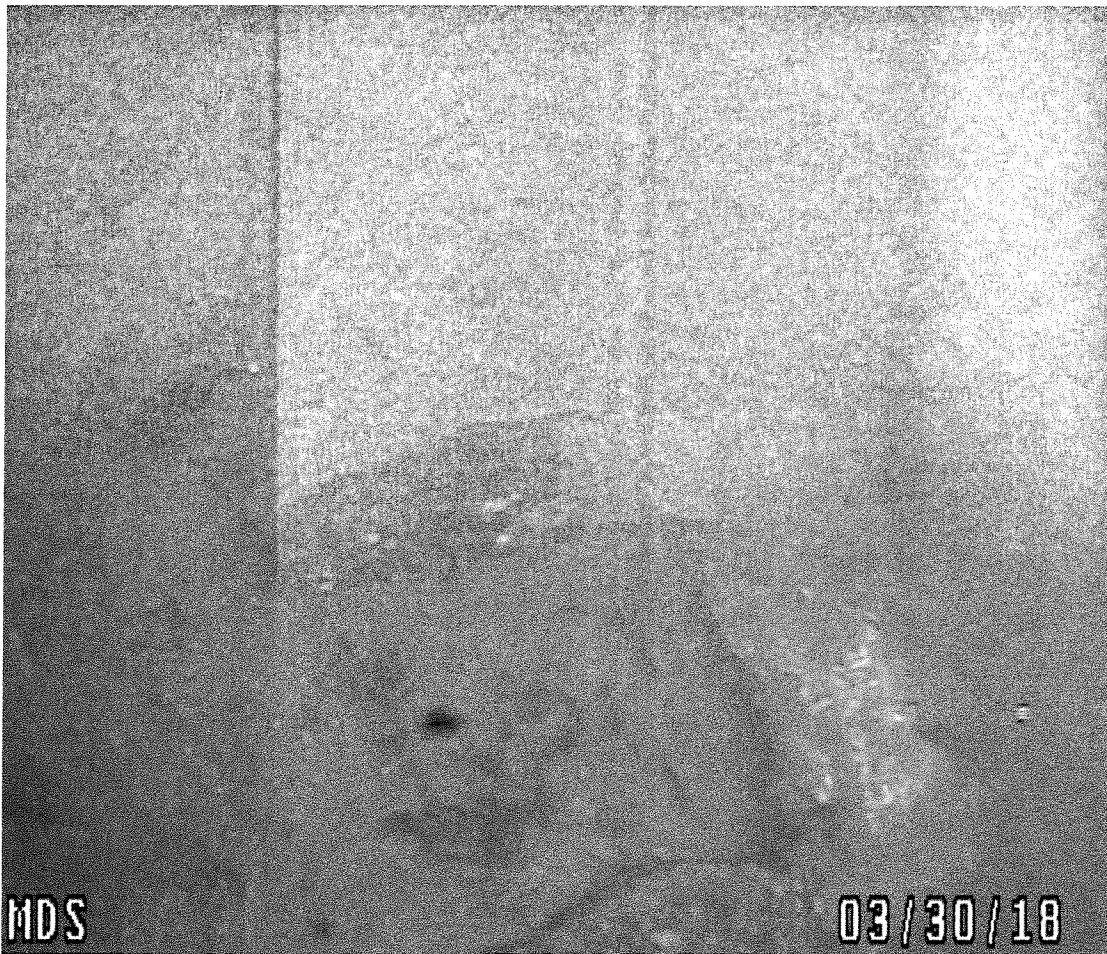
Metal straps corroding

Location where ultrasonic measurement was taken



250-275' Section

Summary: The 250-275' section has metal straps that are corroding but are still intact. Larger rocks are up against the pipe in this section. In the 280-290' section, sand is coming back in faster in this section after the dredging operations.



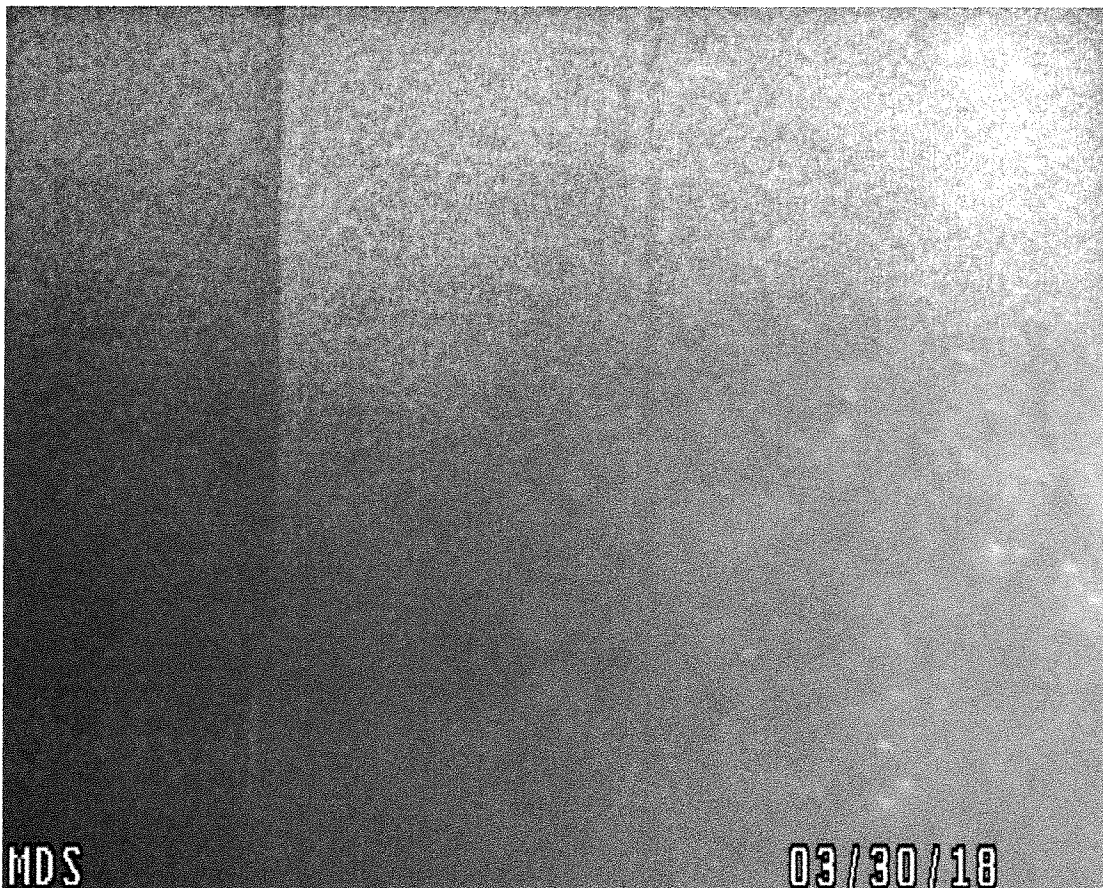
400-425' Section

Summary: In the 400-425' section, the sand is continuing to come back in quickly after dredging. The metal straps are corroding and breaking. The anodes are deteriorating and may fall off in the near future. Heavy growth build-up present on the pipe.



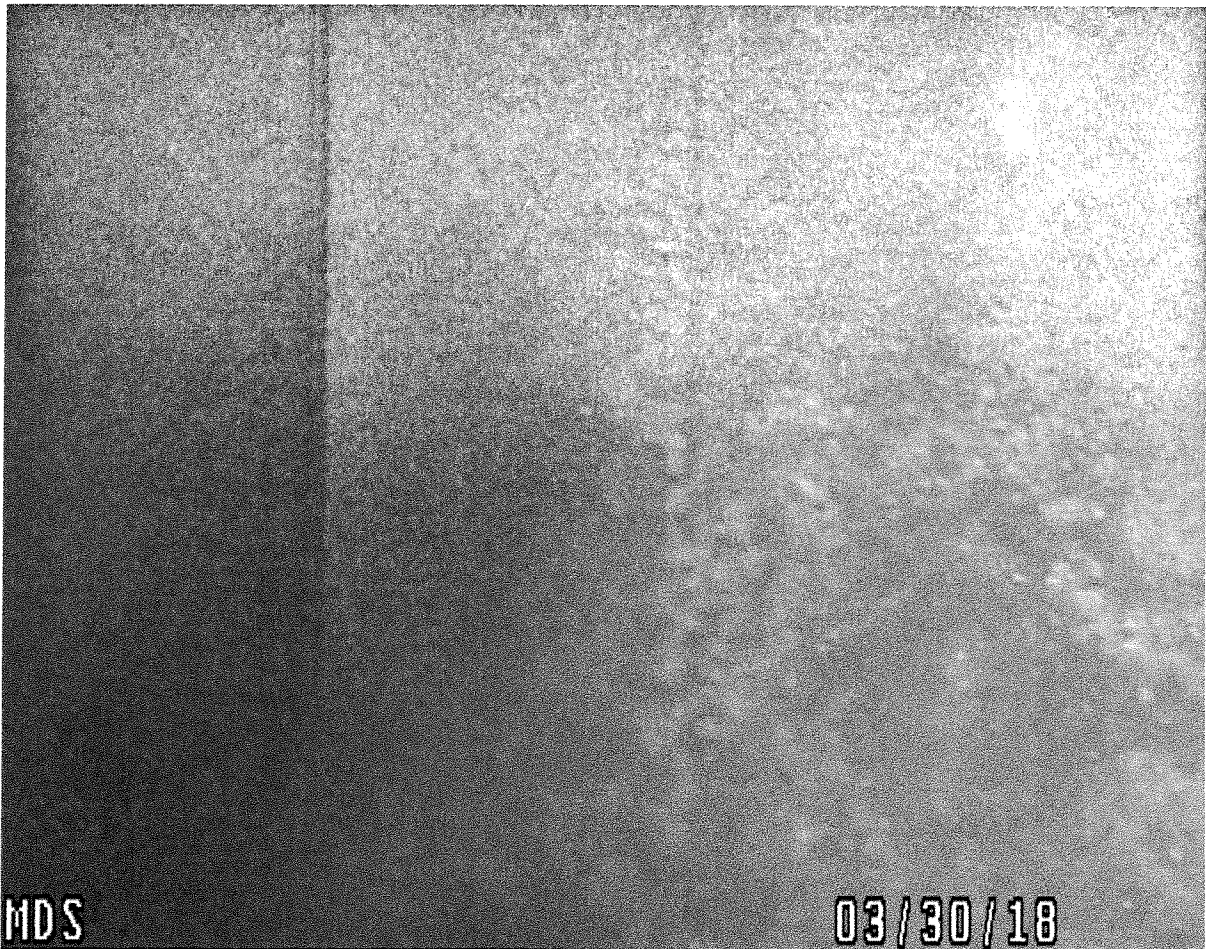
550' Section

Summary: In the 550' section, the turbidity increased and the visibility decreased. The diver noticed minor corrosion and heavy mineral build-up. The pipe was completely exposed in this section. The connection point was in good condition. The metal straps were corroding, but intact.



650-675' Section

Summary: In the 650-675' section the turbidity increased and the visibility decreased. Minor corrosion noted. No cracks seen on the pipe. The connection point appeared to be in good condition.

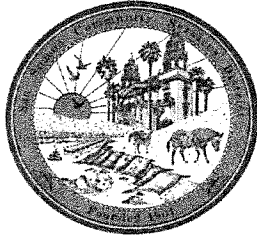


Pipe Thickness Measurements

Location from end flapper valve	12:00	3:00	6:00	9:00
20'	.622	.625	.640	.635
40'	.617	.620	.622	.626
60'	.627	.633	.630	.625
80'	.642	.635	.631	.640
100'	.628	.635	.662	.669
120'	.631	.624	.622	.632
140'	.634	.622	.625	.636
160'	.650	.660	.681	.643
180'	.625	.634	.642	.642
200'	.612	.670	.659	.602
220'	.665	.657	.645	.650
240'	.628	.647	.637	.660
260'	.662	.641	.657	.650
280'	.673	.648	.662	.641
300'	.699	.650	.644	.662
320'	.655	.682	.643	.667
340'	.666	.615	.628	.632
360'	.638	.679	.704	.694
380'	.658	.634	.672	.661
400'	.645	.658	.622	.672
420'	.620	.658	.637	.673
440'	.682	.693	.658	.677
460'	.665	.662	.638	.645
480'	.627	.642	.637	.685
500'	.596	.629	.637	.643
520'	.652	.682	.673	.679

540'	.675	.652	.683	.657
560'	.644	.638	.622	.632
580'	.657	.695	.627	.612
600'	.688	.669	.688	.661
620'	.674	.643	.658	.649
640'	.604	.618	.643	.637

3. A. iii. SUPERINTENDENT'S REPORT
Jerry Copeland
Facilities Update for May 2018



SUPERINTENDENT'S REPORT

Item 3.A.iii

Prepared by: Jerry Copeland

1. Wastewater Treatment Plant

- All sampling, testing and reporting at the Wastewater Treatment Plant and the Recycled Water Facility was performed as required by the RWQCB.
- One load of sludge was hauled away.
- Annual Laboratory proficiency testing was completed to renew Laboratory Certification.
- A load of grit was removed from the bottom of the Equalization Basin.
- The Variable Frequency Drives that run the EQ Basin pumps and the blowers were removed and cleaned and put back into service.

2. Water 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), including additional reporting required with filter operation.
- We continued to operate the HARMSCO filter daily.
- Monthly water meter reading was performed.
- At 4:53 a.m. on Sunday, May 27th, staff responded to a low reservoir alarm. It was discovered that a 1 1/2 PVC pipe had broken in the median on the east side of the highway. At 12:00 p.m. that day the broken pipe was repaired.

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 of these activities.
- Weed abatement was performed around the district.

DATA SUMMARY SHEET

	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total for 2018
2018													
Wastewater Influent	1,762,514	1,707,154	2,752,139	2,188,423	2,254,636								10,684,866
Wastewater Final Effluent (Month Cycle)	1,718,650	1,748,894	2,796,460	2,287,640	2,303,330								10,854,974
Adjusted Wastewater Influent (- State Flow)	1,516,601	1,459,319	2,320,828	1,819,468	1,901,248								9,017,464
Water Produced (month cycle)	1,464,210	1,578,354	1,677,091	1,845,614	2,252,051								8,817,321
Sewer Influent/Water Produced Ratio	1.20	1.08	1.64	1.19	1.00								N/A
Adjusted Sewer/Water Produced Ratio	1.04	0.92	1.38	0.99	0.84								N/A
Well 1 Water Pumped	314,983	582,542	40,691	885,332	1,122,301								2,945,850
Well 2 Water Pumped	1,149,227	995,812	1,636,400	960,282	1,129,750								5,871,472
Total Well Production	1,464,210	1,578,354	1,677,091	1,845,614	2,252,051								8,817,322
Water Well 1 Avg Depth to Water	10.6	10.1	9.5	10.1	10.2								N/A
Water Well 2 Avg Depth to Water	11.0	10.5	9.9	10.5	10.5								N/A
Average Depth to Water of Both Wells	10.8	10.3	9.7	10.3	10.4								N/A
Change in Average Depth to Water from 2017	+2.7	+2.3	-0.3	+0.3	+0.5								N/A
Average Chloride mg/L at the Wells	34.5	35.5	32	35.5	35.5								N/A
State Wastewater Treated	245,913	247,835	431,311	368,955	353,388								1,647,402
State % of Total WW Flow	14%	15%	16%	17%	16%								N/A
Recycled Water Solid (Gallons)	0	0	0	0	0								0
Biosolids Removal (Gallons)	9,600	0	4,800	9,600	4,800								28,800
WW Permit Limitation Exceeded	0	0	0	0	0								N/A
RW Permit Limitation Exceeded	0	0	0	0	0								N/A
Constituent Exceeded	N/A	N/A	N/A	N/A	N/A								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
2017													
Wastewater Influent	4,686,295	4,225,605	2,454,810	2,674,358	2,408,421	2,400,006	3,248,977	2,976,582	2,314,982	2,167,268	1,852,863	1,972,595	33,382,762
Wastewater Final Effluent (Month Cycle)	4,621,950	4,185,250	2,372,800	2,628,130	2,496,660	2,398,120	2,953,830	2,648,061	2,259,220	2,140,520	1,816,710	1,893,300	32,414,551
Adjusted Wastewater Influent (- State Flow) *	3,757,902	3,410,095	2,084,624	2,263,137	2,035,569	2,008,272	2,675,674	2,492,452	1,942,728	1,840,359	1,577,793	1,670,528	27,759,133
Water Produced (month cycle)	1,602,216	1,806,869	1,773,957	1,960,209	2,111,454	2,153,118	2,598,851	2,392,456	2,060,913	1,943,827	1,706,552	1,744,635	23,855,056
Sewer Influent/Water Produced Ratio	2.90	2.34	1.38	1.36	1.14	1.12	1.25	1.24	1.10	1.10	1.08	1.13	N/A
Adjusted Sewer/Water Ratio	2.50	1.89	1.18	1.16	0.96	0.93	1.03	1.04	0.94	0.95	0.92	0.92	N/A
Average Depth of Both Wells	8.1	8.0	10.0	10.0	9.9	9.7	10.1	10.4	10.5	11.0	11.8	11.8	N/A
Change in Average Depth to Water from 2016	-2.0	-2.6	0.0	-0.6	-0.7	-1.0	-1.0	-1.5	-2.4	-2.6	-0.9	+1.2	N/A
Average Chloride mg/L at the Wells	66	65	46	36	53	69	60	51	40	37	36	35	N/A
State Wastewater Treated	928,393	815,510	370,186	411,221	372,852	391,734	573,303	484,130	372,254	326,909	275,070	302,067	5,623,629
State % of Total WW Flow	0.2	0.19	0.15	0.15	0.16	0.16	0.18	0.16	16%	15%	15%	15%	N/A
Recycled Water Solid (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	9,600	4,800	4,800	9,600	9,600	9,600	0	9,600	4,800	4,800	0	4,800	72,000
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 2018

MONTHLY DATA REPORT

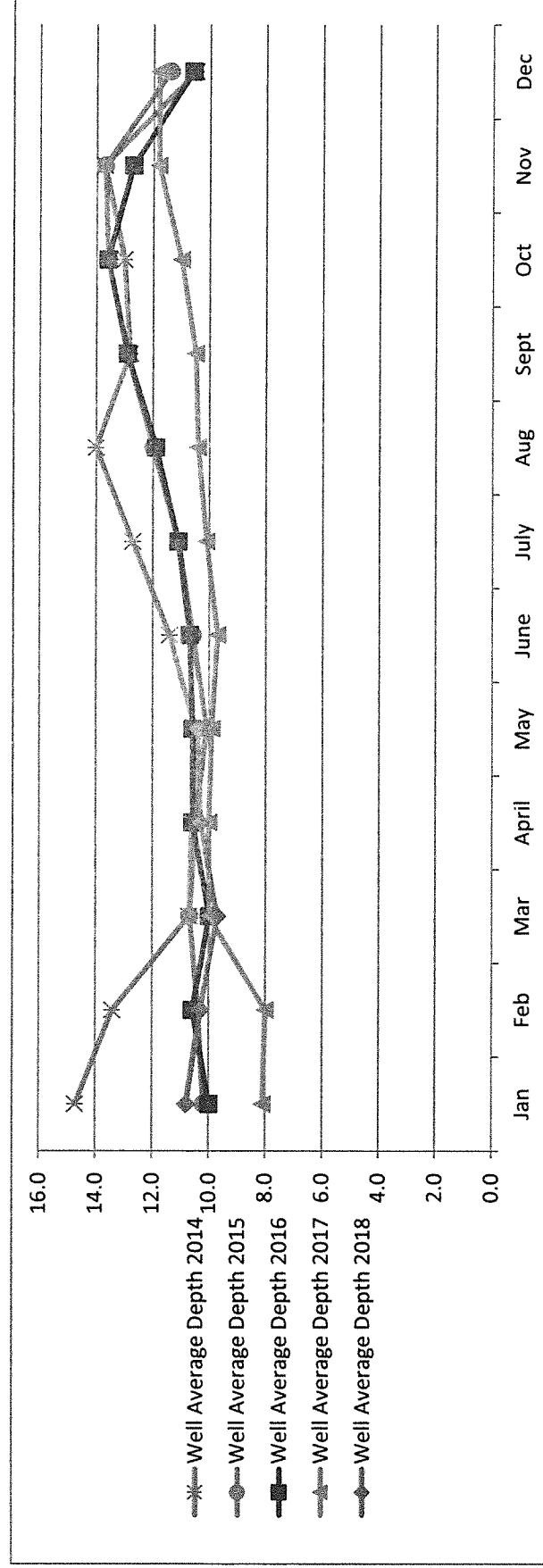
Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells 1	Chloride Wells 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Influent Daily Flow
05/01/18	Tue	55,614	60,540	0	63,879	63,879	0	0	0	-	32	<32	0	10.3	10.7	0.00	8,033
05/02/18	Wed	54,507	58,950	52,136	0	52,136	0	0	0	-	-	-	0	10.3	10.6	0.00	7,725
05/03/18	Thu	61,315	63,960	0	65,824	65,824	0	0	0	-	-	-	0	10.3	10.6	0.00	8,604
05/04/18	Fri	65,135	65,730	85,048	0	85,048	0	0	0	-	-	-	0	10.3	10.6	0.00	7,716
05/05/18	Sat	86,554	86,830	0	35,427	35,427	0	0	0	-	-	-	0	10.3	10.8	0.00	7,878
05/06/18	Sun	79,176	80,560	70,387	0	70,387	0	0	0	-	-	-	0	10.3	10.8	0.00	12,774
05/07/18	Mon	73,293	73,560	0	65,525	65,525	0	0	0	-	-	-	0	10.4	10.7	0.00	13,647
05/08/18	Tue	63,046	65,360	64,777	0	64,777	0	0	0	-	-	-	0	10.3	10.7	0.00	5,786
05/09/18	Wed	56,908	57,700	0	64,478	64,478	0	0	0	-	-	-	0	10.3	10.7	0.00	8,608
05/10/18	Thu	62,916	66,270	56,549	0	56,549	0	0	0	-	-	-	0	10.3	10.7	0.00	8,759
05/11/18	Fri	64,001	64,920	0	66,497	66,497	0	0	0	-	-	-	0	10.3	10.7	0.00	11,102
05/12/18	Sat	76,435	78,180	62,009	0	62,009	0	0	0	-	-	-	0	10.4	10.7	0.00	8,249
05/13/18	Sun	73,728	75,050	0	66,348	66,348	0	0	0	-	-	-	0	10.4	10.7	0.00	13,237
05/14/18	Mon	69,150	70,260	59,391	0	59,391	0	0	0	-	-	-	0	10.2	10.5	0.00	13,628
05/15/18	Tue	82,044	83,780	0	51,014	51,014	0	0	0	-	32	<32	0	10.2	10.5	0.00	7,881
05/16/18	Wed	94,714	93,650	72,107	0	72,107	0	0	0	-	-	-	0	10.1	10.4	0.00	9,098
05/17/18	Thu	54,686	58,250	0	66,422	66,422	0	0	0	-	-	-	0	10.1	10.4	0.00	11,954
05/18/18	Fri	33,480	37,890	77,268	0	77,268	0	0	0	-	-	-	0	10.1	10.5	0.00	8,803
05/19/18	Sat	87,906	90,180	0	91,854	91,854	0	0	0	-	-	-	0	10.1	10.5	0.00	11,537
05/20/18	Sun	85,793	86,860	75,024	0	75,024	0	0	0	-	-	-	0	10.1	10.5	0.00	13,929
05/21/18	Mon	79,864	82,010	0	61,560	61,560	0	0	0	-	-	-	0	10.0	10.4	0.00	13,095
05/22/18	Tue	72,034	72,330	66,796	0	66,796	0	0	0	-	-	-	0	10.2	10.5	0.00	11,040
05/23/18	Wed	68,834	72,860	0	63,281	63,281	0	0	0	-	32	<32	0	10.2	10.5	0.00	7,329
05/24/18	Thu	64,394	64,550	64,627	0	64,627	0	0	0	-	-	-	0	10.1	10.4	0.00	13,582
05/25/18	Fri	76,637	78,910	0	68,891	68,891	0	0	0	-	-	-	0	10.1	10.4	0.04	8,762
05/26/18	Sat	91,173	91,280	86,244	0	86,244	0	0	0	-	-	-	0	10.1	10.4	0.00	11,856
05/27/18	Sun	126,197	131,270	76,894	174,134	251,029	0	0	0	-	-	-	0	10.1	10.4	0.00	21,839
05/28/18	Mon	96,877	98,570	54,828	0	54,828	0	0	0	-	-	-	0	10.1	10.4	0.00	29,160
05/29/18	Tue	67,012	66,510	0	67,769	67,769	0	0	0	-	-	-	0	9.9	10.3	0.00	15,915
05/30/18	Wed	63,760	63,640	98,214	0	98,214	0	0	0	-	-	-	0	9.8	10.2	0.00	10,205
05/31/18	Thu	67,453	62,920	0	56,848	56,848	0	0	0	-	39	<32	0	9.8	10.2	0.00	11,657
TOTALS		2,254,636	2,303,330	1,122,301	1,129,750	2,252,051	0	0	0				0			0.04	353,388
Average		72,730	74,301	36,203	36,444	72,647	0	0	0	0	32	32	0	10.2	10.5	0.00	11,400
Minimum		33,480	37,890	0	0	35,427	0	0	0	0	32	32	0	9.8	10.2	0.00	5,786
Maximum		126,197	131,270	98,214	174,134	251,029	0	0	0	0	39	32	0	10.4	10.8	0.04	29,160

San Simeon Community Services District

Superintendent's Report

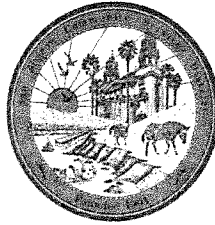
May 2018

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Well Average Depth 2014	14.7	13.4	10.7	10.6	10.5	11.4	12.7	14.0	12.8	13.0	13.7	10.5
Well Average Depth 2015	10.2	10.4	10.7	10.5	10.1	10.6	11.1	12.0	12.9	13.6	13.7	11.4
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							



3. A. iv DISTRICT FINANCIALS
Cortney Murguia
May 31, 2018

SAN SIMEON COMMUNITY SERVICES DISTRICT



4C. FINANCIAL SUMMARY

**BILLING
May 31, 2018**

April Billing Revenue	\$ 69,184.20
May Billing Revenue	\$ 67,048.19

Past Due (31 to 60 days)	\$ 53.61
Past Due (60 days)	\$ 277.51

**ENDING BANK BALANCES
May 31, 2018**

RABOBANK SUMMARY:

Well Rehab Project/USDA Checking Account	\$ 29.00
---	-----------------

HERITAGE OAKS BANK:

Money Marketing Account Closing Balance April 30, 2018	\$ 836,946.12
Interest for May 2018	\$ 248.83

Money Marketing Account Closing Balance May 31, 2018	\$ 837,194.95
---	----------------------

Reserve Fund	(\$ 250,000.00)
Wait-list Deposits	(\$ 45,750.00)
Customer Deposits	(\$ 9,450.00)
Available Funds	\$ 531,994.95

General Checking Account May 31, 2018	\$ 51,768.73
--	---------------------

LAIF Closing Balance May 31, 2018	\$ 530.97
--	------------------

SAN SIMEON COMMUNITY SERVICES DISTRICT
Balance Sheet
As of May 31, 2018

	May 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty cash	150.00
1015 · Pacific Prem - General Checking	51,768.73
1016 · Pacific Premier-Wellhead	6.34
1017 · Pacific Premier-Money Market	837,194.95
1022 · USDA checking	234.05
1040 · Cash in county treasury	108.33
1050 · LAIF - non-restricted cash	529.00
Total Checking/Savings	889,991.40
Other Current Assets	
1200 · Accounts receivable	66,057.25
1220 · A/R - Hearst Castle	43,456.80
1300 · Prepaid expenses	804.55
Total Other Current Assets	110,318.60
Total Current Assets	1,000,310.00
Fixed Assets	
1400 · Fixed assets	
1420 · Building and structures	395,874.73
1500 · Equipment	316,747.53
1540 · Major water projects	192,311.82
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 · Walkway access projects	21,511.00
1660 · RO Unit	931,966.97
1670 · Reservoir	38,510.50
1680 · Generator	29,101.14
Total 1400 · Fixed assets	5,006,370.47
1690 · Accumulated depreciation	(2,276,038.96)
Total Fixed Assets	2,730,331.51
TOTAL ASSETS	3,730,641.51

SAN SIMEON COMMUNITY SERVICES DISTRICT
Balance Sheet
As of May 31, 2018

May 31, 18

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2100 · Payroll liabilities	459.00
2500 · Customer security deposits	9,450.00
2510 · Connect hookup wait list	45,750.00
2520 · USDA Loan	406,895.00

Total Other Current Liabilities	<u>462,554.00</u>
---------------------------------	-------------------

Total Current Liabilities	<u>462,554.00</u>
---------------------------	-------------------

Total Liabilities	462,554.00
-------------------	------------

Equity

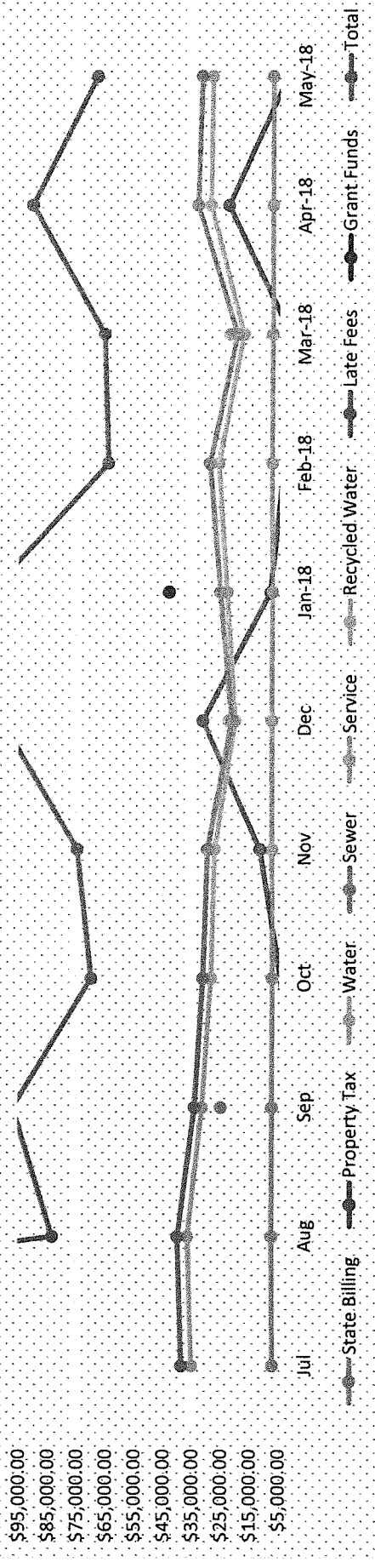
3200 · Fund balance	2,933,212.38
Net Income	334,875.13

Total Equity	<u>3,268,087.51</u>
--------------	---------------------

TOTAL LIABILITIES & EQUITY	<u><u>3,730,641.51</u></u>
----------------------------	----------------------------

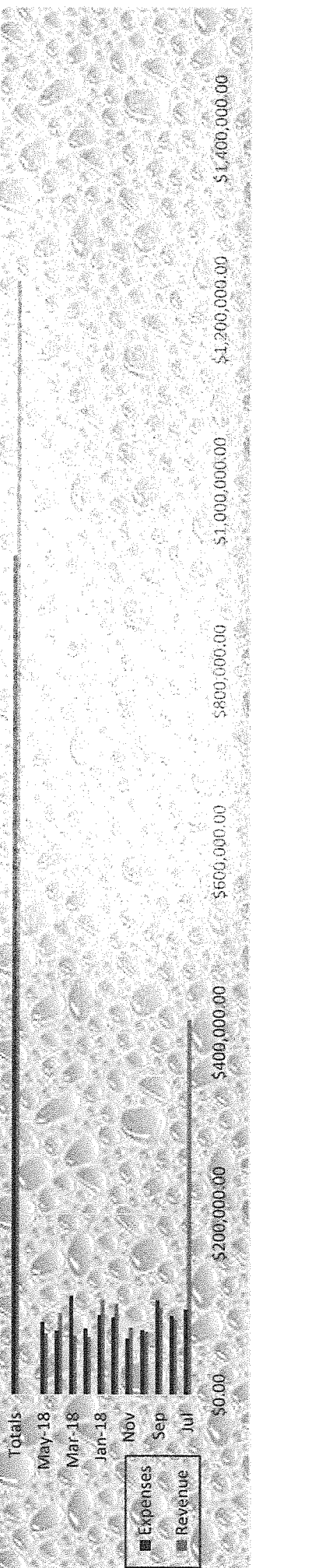
DISTRICT REVENUE FY 2017/2018

	Jul	Aug	Sep	Oct	Nov	Dec	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Totals
State Billing			\$24,606.31			\$21,914.14			\$21,542.66				\$68,063.11
Property Tax	\$1,282.43	\$0.00	\$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		\$82,461.01
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		\$297,856.53
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		\$330,783.68
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		\$74,842.44
Recycled Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Late Fees	\$628.24	\$379.06	\$292.61	\$241.85	\$221.14	\$159.01	\$113.69	\$197.92	\$487.09	\$284.43	\$202.63		\$3,207.67
Grant Funds	\$332,310.87						\$42,858.00						\$375,168.87
Total	\$414,417.55	\$83,293.20	\$96,816.81	\$69,804.04	\$74,681.40	\$100,985.38	\$104,840.65	\$63,911.86	\$65,244.73	\$90,486.76	\$67,900.93		\$1,232,383.31
Water Sold Cu Ft	299369	310960	266284	241692	232942	169355	194345	217741	144425	244412	237414		2558939
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		58.75



REVENUE VS EXPENSES

	Jul	Aug	Sep	Oct	Nov	Dec	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Totals
Revenue	\$414,417.55	\$83,293.20	\$96,816.81	\$69,804.04	\$74,681.40	\$100,985.38	\$104,840.65	\$63,911.86	\$65,244.73	\$90,486.76	\$67,900.93		\$1,232,383.31
Expenses	\$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		\$928,699.09
Balance	\$319,757.21	(\$4,209.86)	(\$7,673.17)	(\$1,959.48)	\$12,191.05	\$15,371.78	\$16,644.17	(\$9,339.79)	(\$44,265.93)	\$19,630.55	(\$12,462.31)		\$303,684.22



**SAN SIMEON COMMUNITY SERVICES
HISTORICAL FISCAL REVIEW**

		2014 / 2015											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$9,972.00			\$6,480.49			\$7,042.78			\$8,943.33	\$32,438.60
Property Tax	\$1,749.86		\$170.96	\$4,304.07	\$6,305.04	\$30,755.69	\$1,698.01	\$680.91	\$4,730.41	\$20,998.75	\$444.16	\$624.12	\$72,461.98
Water	\$34,524.91	\$30,347.28	\$26,979.15	\$24,551.71	\$23,063.39	\$16,542.19	\$24,980.71	\$22,031.38	\$23,713.28	\$29,614.92	\$25,535.77	\$26,568.29	\$308,452.98
sewer	\$41,554.68	\$36,609.57	\$32,364.61	\$29,124.18	\$27,266.32	\$19,555.31	\$29,619.69	\$25,800.68	\$27,563.38	\$35,077.17	\$30,393.05	\$31,702.68	\$366,631.32
service	\$5,773.50	\$5,747.70	\$5,747.70	\$5,747.70	\$5,775.07	\$5,747.70	\$5,775.07	\$5,747.70	\$5,747.70	\$5,747.70	\$5,802.44	\$5,747.70	\$69,107.68
State Fees	\$123.97	\$44.80	\$94.76	\$153.10	\$221.66	\$168.17	\$78.17	\$106.62	\$194.28	\$19.45	\$192.34	\$47.19	\$1,444.51
Total Revenue	\$83,726.92	\$72,749.35	\$75,329.18	\$63,880.76	\$62,631.48	\$79,249.55	\$62,151.65	\$54,367.29	\$69,166.14	\$91,457.99	\$62,367.76	\$74,431.29	\$851,509.36
Total Expense	\$58,555.68	\$53,848.94	\$56,471.91	\$67,511.62	\$68,584.98	\$63,061.56	\$68,239.78	\$75,948.43	\$67,780.30	\$71,023.34	\$70,022.86	\$70,473.36	\$791,522.76
Water Sold Cu Ft	352622	309962	275523	250905	235552	169443	255324	224325	240675	300989	260697	306,222	3,182,239
Water Sold Acre ft	8.10	7.12	6.33	5.76	5.41	3.89	5.86	5.15	5.53	6.91	5.98	7.03	73.05

		2015 / 2016											
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$7,200.02			\$8,584.90			\$11,992.94			\$10,529.30	\$38,307.16
Property Tax	\$1,299.10	\$78.29	\$89.78	\$6,473.88	\$5,162.73	\$31,035.95	\$732.82	\$3,907.74	\$4,380.61	\$20,311.05	\$670.65	\$812.49	\$74,955.09
Water	\$32,179.33	\$35,048.63	\$31,023.24	\$30,062.47	\$23,260.87	\$19,903.42	\$28,833.61	\$24,410.65	\$22,300.83	\$24,943.58	\$27,395.80	\$29,375.50	\$328,737.93
sewer	\$38,340.31	\$41,800.72	\$36,517.90	\$35,482.63	\$27,568.63	\$23,716.44	\$33,983.50	\$28,929.28	\$26,405.46	\$29,496.09	\$31,742.13	\$34,065.24	\$388,048.33
service	\$6,052.80	\$6,081.90	\$6,111.00	\$6,111.00	\$6,111.00	\$6,111.00	\$6,169.20	\$6,111.00	\$6,140.10	\$6,140.10	\$6,111.00	\$6,111.00	\$73,361.10
recycled Water			\$1,359.75			\$854.07							\$2,213.82
State Fees	\$118.83	\$71.20	\$72.27	\$239.83	\$386.63	\$99.38	\$153.29	\$138.82	\$86.36	\$485.53	\$657.24	\$418.39	\$2,927.77
Total Revenue	\$77,990.37	\$83,080.74	\$82,373.96	\$78,369.81	\$62,489.86	\$90,305.16	\$69,872.42	\$63,497.49	\$71,306.30	\$81,376.35	\$66,576.82	\$81,311.92	\$908,551.20
Total Expense	\$56,735.48	\$60,703.14	\$62,573.67	\$62,460.00	\$90,307.21	\$78,261.91	\$62,999.58	\$69,646.10	\$68,440.42	\$78,744.51	\$62,608.05	\$60,034.80	\$833,514.87
Water Sold Cu Ft	311247	338869	297896	288860	223460	191579	276707	234583	213757	239168	260907	278,453	3,155,486
Water Sold Acre ft	7.15	7.78	6.84	6.63	5.13	4.40	6.35	5.39	4.91	5.49	5.99	6.39	72.44

		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
recycled Water						\$216.4							\$216.35
State 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
Total Revenue	\$86,361.78	\$86,506.84	\$88,365.96	\$78,637.70	\$62,074.88	\$92,476.61	\$63,964.81	\$57,560.13	\$81,358.68	\$88,831.94	\$66,160.82	\$98,685.39	\$950,985.54
Total Expense	\$127,105.89	\$127,035.48	\$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
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

4. CONSENT AGENDA

- A. Review & Approval of Minutes for the Regular Meeting
–June 13, 2018.**

MINUTES
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, June 13, 2018
6:00 pm

CAVALIER BANQUET ROOM
250 San Simeon Avenue
San Simeon, CA 93452

1. REGULAR SESSION: @ 6:00 PM

A. Roll Call

Chairperson Williams – present	General Manager, Charles Grace
Vice-Chairperson McGuire – present	District Counsel, Natalie Frye Laacke
Director Russell – present	
Director Kellas – present	
Director Stanert –present	

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Cam Arnold commented on behalf of Friends of the Elephant Seals (FES). She stated that the FES Board asked her to attend the SSCSD meeting to provide clarification about some comments that had been made at the May SSCSD Board meeting. She stated that the FES did not intend to mislead tourists or members of the public who were looking for the elephant seals and were led to the incorrect location based on a problem with Google maps. She clarified that FES had been working to get the problem corrected.

3. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS:

i. Sheriff's Report – Report for May.

During the month of May there were 17 calls for service including disturbing the peace, suspicious suspects and one petty theft. On June 12, 2018 there was a report of theft on Avonne Avenue.

ii. General Manager's Report –

1. Staff Activity – Report on Staff activities for the month of May.

Regular activities performed by District staff include:

Processing of utility payments, customer service duties, answering phone calls, mailing of regular monthly utility bills, along with the preparation and distribution of the Agenda and Board packet.

During the month of May, staff also attended to the following items:

- Responded to two (2) public records requests.
- Mailed the consumer confidence report (CCR).
- Finalized activation of the weed abatement power with the Local Area Formation Commission Office (LAFCO). A copy of the final approval letter is included as part of the handout.
- Met with the policy and procedures ad-hoc committee to continue working on recommended changes to the manual.

- Researched potential grant opportunities for the District.

Agenda item request –At the end of the May Board meeting the directors discussed adding an item to the June meeting agenda to discuss a sign on Highway One noting the location of the elephant seal viewing point. Staff has contacted the entities that are responsible for this type of project, and therefore, the item was not added to the June meeting agenda.

Grant Update – Prop 1 DAC reimbursement (Planning/Design):

In May, DWR informed the County that invoices should be submitted quarterly. This first invoice to DWR will cover the time period of 1/22/2016 to 3/31/2018. This is a deviation from previous DWR/IRWM grants, but the RWMF has confirmed that it must be this way.

Staff has submitted all of our invoices to date which totaled \$63,347.00. These invoices fit into the 1/22/16-3/31/2018 time frame. There was only one invoice that did not fit into this time frame for \$831.50 dated 11/10/15 from Jon Turner. At this time, there was no estimated time frame for receiving the actual reimbursement. As soon as staff hears of a reimbursement date, we will let the Board know. This portion of the grant does not have a matching funds requirement.

The deadline for the submittal of invoices related to project design is fast approaching. This means that there is a pressing need for the completion of the remaining 70% tank design portion to ensure that we meet the deadlines for the invoice submission. If the SSCSD fails to perform the remaining portion of the design and then not meet the invoice submittal dates, we may be required to pay for all costs related to the design of the project.

Prop 1 Implementation Grant (Construction):

As far as the upcoming grant is concerned, the time frame continues to be pushed back by the DWR. The final guidelines will not be out until late summer.

Applications will not be due until 2019. Because there are no actionable items for next week at the RWMG, the meeting has been canceled for June. This portion of the grant has a matching funds requirement because of the amount of funds available to San Luis Obispo County. (6 million est. for the entire county.)

Federal Emergency Projects Grant:

In response to last year's natural disaster Congress recently passed a fiscal year (FY) 2018 Emergency Disaster Assistance (EDA) Supplemental that provides funding to support federally designated disaster areas. This investment assistance will help communities and regions devise and implement long-term economic recovery strategies through a variety of non-construction and construction projects, as appropriate, and to address economic challenges in areas where a disaster declaration occurred.

Renee Osborne attended the grant workshop on behalf of San Simeon. Based on the grant guidelines, staff is submitting a project which includes improvements to the south facing protection of the Pico Stairs. Renee will be working with Oliveria Consulting on the project submittal. As more information becomes available staff will keep the Board apprised.

Caltrans traffic survey update – Staff spoke with a representative from Caltrans regarding the timeline for a traffic survey for San Simeon. At this time there is no definitive timeline set for survey in our area. However, Caltrans responded with the following information:

Coastal communities throughout California are beginning to plan for the California Coastal Trail project. The purpose of the trail will be to connect the entire coast of California by forming an extensive hiking trail. When complete, the trail will be 1,200 miles long—spanning from Oregon to Mexico. The San Luis Obispo Council of Governments (SLOCOG) has completed planning for the California Coastal Trail/bikeway components within San Luis Obispo County. These

recommended strategies cover various features of the trail. One of the strategies will be to enhance and address future needs for bicyclists and pedestrian mobility where feasible.

District staff has scheduled a meeting with SLOCOG to discuss the plans for the trail. At this meeting staff will also find out about the potential for a traffic survey to occur in our area that includes State Highways and County roads. Staff will report to the Board at the next meeting with a summary of the findings.

Outfall Findings – A copy of the report from Marine Diving Solutions was provided to the Board.

iii. **Superintendent’s Report - Summary of May Activities.**

Wastewater Treatment Plant

- All sampling, testing and reporting at the Wastewater Treatment Plant and the Recycled Water Facility was performed as required by the RWQCB.
- One load of sludge was hauled away.
- Annual Laboratory proficiency testing was completed to renew Laboratory Certification.
- A load of grit was removed from the bottom of the Equalization Basin.
- The Variable Frequency Drives that run the EQ Basin pumps and the blowers were removed and cleaned and put back into service.

Water 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), including additional reporting required with filter operation.
- We continued to operate the HARMSCO filter daily.
- Monthly water meter reading was performed.
- At 4:53 a.m. on Sunday, May 27th, staff responded to a low reservoir alarm. It was discovered that a 1 ½” PVC pipe had broken in the median on the east side of the highway. At 12:00 p.m. that day the broken pipe was repaired.

District and Equipment Maintenance

- Staff continues with all of the scheduled preventive maintenance for all the equipment at the facilities. We are recording all of these activities.
- Weed abatement was performed around the district.

iv. **District Financial Summary –**

April Billing Revenue	\$ 69,184.20
May Billing Revenue	\$ 67,048.19

Past Due (31 to 60 days)	\$ 53.61
Past Due (60 days)	\$ 277.51

ENDING BANK BALANCES
May 31, 2018

RABOBANK SUMMARY:

Well Rehab Project/USDA Checking Account	\$ 29.00
---	-----------------

Pacific Premiere Bank:
Money Marketing Account Closing Balance April 30, 2018 \$ 836,946.12
Interest for May 2018 \$ 248.83

Money Marketing Account Closing Balance May 31, 2018 \$ 837,194.95

Reserve Fund	(\$ 250,000.00)
Wait-list Deposits	(\$ 45,750.00)
Customer Deposits	(\$ 9,450.00)
Available Funds	\$ 531,994.95

General Checking Account May 31, 2018 \$ 51,768.73

LAIF Closing Balance May 31, 2018 \$ 530.97

- v. **District Counsel’s Report** – Summary of May activities
 Natalie Frye Laacke reported that Counsel had performed all of her regular duties.
- B. **BOARD OF DIRECTORS AND COMMITTEE REPORTS** –
 Vice Chairperson McGuire provided information on the 3rd annual District Cleanup on July 10, 2018 at 10 am.
- C. **SPECIAL PRESENTATION:**
 None
- D. **PUBLIC COMMENTS ON SPECIAL PRESENTATIONS AND REPORTS:**
Public Comment – None

** Item 6.E. was moved to be heard before the consent agenda items. Chairperson Williams asked for Public Comment related to this item. There was no public comment on this item.

4. CONSENT AGENDA ITEMS:

Public Comment – None

- A. Review and approval of Minutes for the Regular Meeting on May 9, 2018.

Director Russell referenced page 6 and asked that a D be added to “agenized”.

- B. Review and approval of Disbursements Journal.

- C. Review and approval of Minutes for the Special Meeting on May 9, 2018.

A motion was made to approve consent agenda items 4A-4C with the recommended changes.

Motion by: Chairperson Williams

2nd: Director Russell
All in: 5 / 0

5. PUBLIC HEARING:

A. Consideration of Adoption of Resolution 18-399 Adopting the 2018-2019 Fiscal Budget.

Chairperson Williams asked for public comment related to this item. There was no public comment on this item.

A motion to approve Board Resolution 18-399 adopting the 2018-2019 Fiscal Budget.

Motion by: Vice-Chairperson McGuire
2nd: Director Kellas
All in: 5 / 0

Roll Call: Chairperson Williams: YES Vice-Chairperson McGuire: YES Director Russell: YES
Director Kellas: YES Director Stanert: YES

6. BUSINESS ITEMS:

Public Comment – None

A. Consideration of adoption of Board resolution 18-400 declaring a public nuisance for the weed abatement program.

Director Russell asked that the language in the public notice be changed from 19__ to 20__, to reflect the correct year. He also asked that in the resolution under section 2 the sentence “That the vegetation and located” have the word “and” be removed.

Vice-Chairperson McGuire pointed out a typo in the staff report. She also asked that on page 2 of the public notice that “th” be added to the July 13, 2018 date reference and that under the last bullet point the word “is” be removed.

A motion was made to approve Board Resolution 18-400 declaring a public nuisance with the changes discussed by the Board.

Motion by: Director Kellas
2nd: Director Stanert
All in: 5 / 0

Roll Call: Chairperson Williams: YES Vice-Chairperson McGuire: YES Director Russell: YES
Director Kellas: YES Director Stanert: YES

B. Consideration of adoption of Board Resolution 18-401 authorization signatures for banking services on behalf of the District.

A motion was made to approve Board Resolution 18-401 authorizing signatures for banking services.

Motion by: Chairperson Williams
2nd: Director Kellas

All in: 5 / 0

Roll Call: Chairperson Williams: YES Vice-Chairperson McGuire: YES Director Russell: YES
Director Kellas: YES Director Stanert: YES

C. Consideration of adoption of Board Resolution 18-402 requesting Consolidation of the District's Bi-Annual Election with the November 8, 2018 Consolidated General Election.

Vice-Chairperson McGuire asked that the word "their" be removed from the header of the resolution.

A motion was made to approve Board Resolution 18-402 with the changes discussed by the Board.

Motion by: Director Kellas

2nd: Director Stanert

All in: 5 / 0

Roll Call: Chairperson Williams: YES Vice-Chairperson McGuire: YES Director Russell: YES
Director Kellas: YES Director Stanert: YES

D. Authorization for the General Manager to retain Mid State Roofing, Inc. to reroof the District Office work not to exceed the amount of \$4,400.00.

Chairperson Williams asked for public comment related to this item. There was no public comment on this item.

There was discussion related to the potential of dry rot being found.

Chairperson Williams asked for further information about the life-span of the material, the type of material that was going to be used, and the material warranty timeline.

Charlie Grace replied that he would research the answers to these questions and provide the follow up information to Chairperson Williams.

A motion was made to approve the General Manager to retain Mid State Roofing, Inc. to reroof the District Office.

Motion by: Director Russell

2nd: Chairperson Williams

All in: 5 / 0

E. Consideration of approval of the proposal for the Potable Water Reservoir Engineering Design from Phoenix Engineering.

(*This item was discussed before 4.A)

Charlie Grace introduced the item and provided an explanation of various items from the Phoenix proposal. He also acknowledged that the proposal had language about Supervisory Control and Data Acquisition (SCADA) and instrumentation plans.

Director Russell asked a question about the well pumps and if the system would need to be modified.

Jon Turner (Phoenix Engineering) introduced himself and replied that no modifications would be needed to the system at this time.

Director Kellas asked about the fire hydrants being part of the design process.

Jon Turner replied that this was included in the scope of the design work.

Chairperson Williams, Jon Turner and Charlie Grace discussed the funding options, the tasks that were referenced in the proposal and the items related to the USDA loan options.

A motion was made to direct staff to enter into the standard agreement with Phoenix Engineering to complete the proposal for the potable water reservoir engineering design.

Motion by: Director Russell
2nd: Vice-Chairperson McGuire
All in: 5 / 0

7. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS –

Julia Stanert commented about dead trees on Avonne that are hanging over the sidewalk by the tennis courts.

Charlie Grace responded that staff would work with the property owners regarding this matter.

8. PUBLIC COMMENT –

None

9. CLOSED SESSION – 7:20 PM

A. Conference with Legal Counsel – Anticipated Litigation. Decide whether to initiate litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: Number of case(s): 1.

10. RECONVENE TO OPEN SESSION – 7:50 PM

No reportable action was taken regarding this matter.

11. ADJOURNMENT @ 7:51 PM

4. CONSENT AGENDA

B. Consideration of approval of Disbursements Journal

SAN SIMEON COMMUNITY SERVICES DISTRICT
Disbursements Journal
 June 2018

Type	Date	Numb	Name	Memo	Amount
Check	06/01/2018	Elec Pymt	CalPERS	Cust. ID # 7226734344, Annual Unfunded Accrued Liability and Retiree Health Prem for July 2018	(1,279.64)
Paycheck	06/01/2018	1582	DAN WILLIAMS	Board Service May 2 through June 1, 2018	(92.35)
Paycheck	06/01/2018	1583	GWEN KELLAS	Board Service May 2 through June 1, 2018	(92.35)
Paycheck	06/01/2018	1584	JOHN K RUSSELL	Board Service May 2 through June 1, 2018	(92.35)
Paycheck	06/01/2018	1585	JULIA A GREENAN	Board Service May 2 through June 1, 2018	(92.35)
Paycheck	06/01/2018	1586	MARY M MCGUIRE	Board Service May 2 through June 1, 2018	(92.35)
Bill Pmt -Check	06/13/2018	1587	Adamski Moroski Madden Cumberland & Green	Legal Services in re: rip rap, weed abatement, regular operations Inv 44007 date 5/17/18.	(3,033.85)
		"	Adamski Moroski Madden Cumberland & Green	Legal Services in re: policy manuals. Inv 44058 date 5/18/18.	(967.50)
Bill Pmt -Check	06/13/2018	1588	California Rural Water Association	Annual membership dues. July '18 - July '19.	(495.00)
Bill Pmt -Check	06/13/2018	1589	County of San Luis Obispo	Environmental Health Services activity invoice for Facility ID FA0004646 Inv 114817 date 5/17/18.	(156.80)
Bill Pmt -Check	06/13/2018	1590	Dechance Construction Co. Inc.	Repair Services: cap off broken 1 1/2" line in median. Inv 8718-17 date 5/30/18.	(2,527.44)
Bill Pmt -Check	06/13/2018	1591	Harrington Industrial Plastics, LLC	Water Filter- quantity 3. Inv 013A3579 date 5/16/18.	(2,093.17)
Bill Pmt -Check	06/13/2018	1592	Kathleen Fry Bookkeeping Services	Bookkeeping Services May 2018. Inv 2018-05 date 5/31/18.	(1,200.00)
Bill Pmt -Check	06/13/2018	1593	Nossaman LLP	Professional Legal Services thorough 4/30/2018. Inv 480464 date 5/7/18.	(3,450.00)
Bill Pmt -Check	06/13/2018	1594	San Luis Power House	Repairs to generator: replace diesel engine injectors and adjust start up program. Inv 39541 date 5/16/18.	(3,280.14)
Bill Pmt -Check	06/13/2018	1595	SDRMA	Liability Insurance Policy: Property & Equipment, General Liability, Auto Liability for 2018-2019 Pgm Year.	(9,725.66)
Bill Pmt -Check	06/13/2018	1596	Grace Environmental	One set of Harmsco Filtration Unit filter cartridges. Inv 1206. Date 6/1/18.	(1,667.29)
Bill Pmt -Check	06/13/2018	1597	Grace Environmental	Operations Management and Maintenance Fees June 2018. Inv 1205 date 6/1/18.	(50,025.00)
TOTAL					(80,363.24)

4. CONSENT AGENDA

- C. Review & Approval of Minutes for the Special Meeting
– May 9, 2018**

SPECIAL MEETING MINUTES POLICIES AND PROCEDURES WORKSHOP

San Simeon Community Services District

April 11, 2018

Cavalier Banquet Room

250 San Simeon Avenue

San Simeon, CA 93452

5:00 p.m.

1. SPECIAL MEETING SESSION @ 5:00 PM

A. Roll Call

Chairperson Williams – Present

General Manager, Charles Grace

Vice-Chairperson McGuire – Present

District Counsel, Natalie Frye Laacke

Director Russell – Present

Director Kellas – Present

B. Swear in new Board Member Julia Stanert –

General Manager Charlie Grace swore in Julia Stanert as the new Board member.

2. PUBLIC COMMENT

None

3. BUSINESS ITEMS

A. Discussion and Direction to Staff regarding the amended Policies and Procedures Manual (Board of Directors and Board Meeting sections) for the District.

General Manager Charlie Grace introduced the item.

Chairperson Williams suggested that an ad-hoc committee be formed. He asked for feedback from the Board regarding this idea.

Vice-Chairperson McGuire suggested that Director Russell had significant institutional knowledge and suggested that he be on the committee.

Chairperson Williams made a motion to appoint Director Russell and Vice-Chairperson McGuire to the policy and procedures ad-hoc committee.

Motion: Chairperson Williams

2nd: Director Kellas

All in: 5 / 0

Natalie Frye Laacke provided a recap about the process of reviewing the policies and procedures. She explained that the ad-hoc committee would need to meet diligently to move thru the changes. She also reminded the Board that all proposed changes would be brought back to the Board at a special meeting.

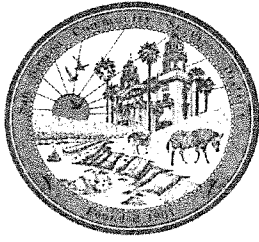
Staff discussed the audio recording requirement for special meetings that the Board had voted on. Cortney Murguia stated that audio recordings would make it difficult to determine who was actually speaking. She provided information about the video recording option. No action was taken on this matter.

The Board discussed sections 12.00 and 12.01 of the policies and procedures.

4. ADJOURNMENT @ 5:56 PM

5. BUSINESS ITEMS

- A. Consideration of Adoption of Resolution 18-399
Adopting the 2018-2019 Fiscal Budget.**



BUSINESS ACTION ITEM STAFF REPORT

Item 5.A. Public Hearing - Consideration of Adoption of Resolution 18-399 Adopting the 2018-2019 Fiscal Budget.

During the May Board meeting a draft version of the budget was presented. Attached is the final version of the 2018-2019 FY budget.

Staff asks for approval and a roll call vote for this item.

RESOLUTION NO. 18-399

**A RESOLUTION OF THE BOARD OF DIRECTORS FOR THE
SAN SIMEON COMMUNITY SERVICES DISTRICT
ADOPTING THE 2018-2019 FISCAL BUDGET**

WHEREAS, the District is required, pursuant to Government Code Section 61110, to designate a Fiscal Budget for its expenditures and revenues; and

WHEREAS, the Fiscal Budget must conform to generally accepted accounting and budgeting procedures for special districts; and

WHEREAS, the District desires to make known its planned activities and associated costs for the 2018-2019 fiscal year; and

WHEREAS, the District held a noticed, public hearing on June 13, 2018 to present and receive public comment on the proposed Fiscal Budget and has duly considered all public comment.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED by the Board of Directors, San Simeon Community Services District, San Luis Obispo County, California, as follows:

1. That the proposed 2018-2019 Fiscal Budget for San Simeon Community Services District be adopted.
2. That the adopted Fiscal Budget be administered as established by the District's policies and procedures.

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

Chairperson Williams:

Vice-Chair McGuire:

Director Russell:

Director Kellas:

Director Stanert:

The foregoing Resolution is hereby adopted this 13th day of June, 2018.

Daniel Williams
Chairperson of the Board of Directors

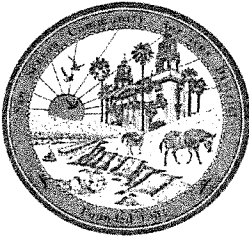
ATTEST:

Charles Grace
General Manager/Secretary SSCSD

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	SAN SIMEON COMMUNITY SERVICES DISTRICT													
	Final Budget													
	July 2018-June 2019													
	5/06/18 @ 17:31 hrs													
						General	Waste	Water	Total					
						2.80%	2.80%	2.80%						
						5.80%	5.80%	5.80%						
5	Ordinary Income/Expenses													
6	Income													
7														
8	4000 Operating Revenues													
9	4005 Utility fees-waste					\$0.00	\$386,561.00	\$0.00	\$386,561.00					\$386,561.00
10	4010 Utility fees-water					\$0.00	\$0.00	\$347,965.00	\$347,965.00					\$347,965.00
11	4025 Service fees					\$85,768.00	\$0.00	\$0.00	\$85,768.00					\$85,768.00
12	4050 State of Calif utility fees-waste					\$0.00	\$75,000.00	\$0.00	\$75,000.00					\$75,000.00
13	4000 Total Operating Revenue					\$85,768.00	\$461,561.00	\$347,965.00	\$895,294.00					\$895,294.00
14														
15	4100 Property Taxes													
16	4110 Prop Tax current secured					\$84,617.00	\$0.00	\$0.00	\$84,617.00					\$84,617.00
17	4120 Prop Tax current secured supp					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
18	4130 Prop Tax current unsecured					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
19	4140 Prop Tax current unsecured supp					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
20	4150 Prop Tax prior secured					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
21	4160 Prop Tax prior secured supp					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
22	4170 Prop Tax prior unsecured					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
23	4180 Prop Tax prior unsecured supp					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
24	4190 Penalties and interest prop tax					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
25	4220 Homeowners prop tax relief					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
26	4230 Prop tax admin fee SB 2557					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
27	4270 Current utility tax					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
28	4280 State aid-homeowners					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
29	4290 Educator Rev Augmentation					0	\$0.00	\$0.00	\$0.00					\$0.00
30	4100-4299 Total Property taxes					\$84,617.00	\$461,561.00	\$347,965.00	\$979,911.00					\$979,911.00
31														
32	4750 Fema-storm damage funds					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
33	4800 Miscellaneous Income					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
34	4900 Late fees & adjustments					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
35	Total Income					\$170,385.00	\$461,561.00	\$347,965.00	\$979,911.00					\$979,911.00
36														
37	Expense													
38	6000 Accounting					\$3,078.70	\$3,077.65	\$3,077.65	\$9,233.99					\$9,233.99
39	6015 Auto Expenses					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
40	6017 Bad Debts					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
41	6020 Bank Fees					\$192.75	\$0.00	\$0.00	\$192.75					\$192.75
42	6025 Bookkeeping					\$5,028.15	\$5,028.15	\$5,028.15	\$15,084.46					\$15,084.46
43	6030 Directors Fees					\$1,671.86	\$2,149.54	\$2,149.54	\$5,970.93					\$5,970.93
44	6031 Payroll Expense					\$157.13	\$151.89	\$151.89	\$460.91					\$460.91
45	6035 Dues and subscriptions					\$3,687.31	\$570.90	\$1,551.39	\$5,809.61					\$5,809.61
46	6045 Electrical power					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
47	6050 Election Expenses					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
48	6055 Road Maintenance					\$25,700.00	\$0.00	\$0.00	\$25,700.00					\$25,700.00
49	6060 Riprap engineering					\$0.00	\$15,509.76	\$0.00	\$15,509.76					\$15,509.76
50	6065 Equipment rental					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
51	6075 Insurance-health					\$12,573.53	\$0.00	\$0.00	\$12,573.53					\$12,573.53
52	6080 Insurance-liability					\$812.28	\$4,061.39	\$3,249.11	\$8,122.78					\$8,122.78
53	6095 LAFCO Cost Apportionment					\$3,158.31	\$0.00	\$0.00	\$3,158.31					\$3,158.31
54	6100 Legal fees					\$8,258.74	\$7,778.97	\$7,778.97	\$23,816.69					\$23,816.69
55	6105 Licenses and permits					\$0.00	\$18,560.30	\$1,015.06	\$19,575.36					\$19,575.36
56	6110 Memberships and seminars					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
57	6115 Miscellaneous expenses					\$100.00	\$250.00	\$150.00	\$500.00					\$500.00
58	6120 Office Expenses					\$836.98	\$0.00	\$0.00	\$836.98					\$836.98
59	6125 Operations Management					\$36,447.31	\$362,270.88	\$181,503.52	\$580,221.71					\$580,221.71
60	6130 Operating Repairs & Supplies					\$4,000.00	\$26,000.00	\$10,000.00	\$40,000.00					\$40,000.00
61	6145 Professional Fees					\$7,414.43	\$24,577.20	\$8,532.15	\$40,523.78					\$40,523.78
62	6150 Contingency					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
63	6180 Street lights					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
64	6191 Emergency Water Standby					\$0.00	\$0.00	\$10,475.32	\$10,475.32					\$10,475.32
65	6195 Website Support					\$771.00	\$0.00	\$0.00	\$771.00					\$771.00
66	6200 Violations					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
67	Total Expense					\$113,888.47	\$469,986.63	\$234,662.76	\$818,537.87					\$818,537.87
68														
69	Net Ordinary Income(Loss)					\$56,496.53	-\$8,425.63	\$113,302.24	\$161,373.13					\$161,373.13
70														
71	Other Income/Expenses													
72	Other Income													
73	8010 Interest Income					\$2,029.62	\$0.00	\$0.00	\$2,029.62					\$2,029.62
74	8015 Dividend					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
75	8020 Interest-Money Market					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
76	8030 Interest - LAIF					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
77	CPI Rate Increase					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
78	State Payment for WWTP Cap Imprv					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
79	Total Other Income					\$2,029.62	\$0.00	\$0.00	\$2,029.62					\$2,029.62
80														
81	Other Expenses													
82	9010 Depreciation Expense					\$15,064.78	\$53,315.19	\$53,617.93	\$121,997.90					\$121,997.90
83	Water Loan Repayment						\$0.00	\$20,730.00	\$20,730.00					\$20,730.00
84	9030 Capital Projects/Improvements					\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
85	Total Other Expenses					\$15,064.78	\$53,315.19	\$74,347.93	\$142,727.90					\$142,727.90
86														
87	Net Other Income (Loss)					-\$13,035.16	-\$53,315.19	-\$74,347.93	-\$140,696.27					-\$140,696.27
88														
89	Net Income (Loss)					\$43,461.36	-\$61,740.82	\$38,954.32	\$20,674.86					\$20,674.86

6. BUSINESS ITEMS

- A. Consideration of adoption of Board resolution 18-400 declaring a public nuisance for the weed abatement program.**



BUSINESS ACTION ITEM STAFF REPORT

Item 6.A. Consideration of adoption of Board resolution 18-400 declaring a public nuisance for the annual weed abatement program.

As part of the legal requirements listed under the government health and safety code regarding weed abatement requirements, the District is required to declare a public nuisance. Staff has attached a copy of Resolution 18-400, along with a copy of the public notice. Upon approval of Resolution 18-400, staff will mail the notices to the owners of vacant unimproved parcels that are listed under Exhibit "A" attached to the resolution.

Staff would like to clarify for the Board that the health and safety code also provides strict criteria about the public noticing requirements. The requirements are as follows:

14891. The notices shall be headed "Notice to destroy weeds," in words not less than one inch in height.

14892.

The notice shall be substantially in the following form:

NOTICE TO DESTROY WEEDS.

Notice is hereby given that on the ____ day of ____, 19__, the board of supervisors of ____ county passed a resolution declaring that noxious or dangerous weeds were growing upon or in front of the property on, or nearest to ____ street (or road), in said county, and more particularly described in said resolution and that the same constitute a public nuisance which must be abated by the removal of said noxious or dangerous weeds, otherwise they will be removed and the nuisance will be abated by the county authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed, and such cost will constitute a lien upon such lots or lands until paid.

Reference is hereby made to said resolution for further particulars.

All property owners having any objections to the proposed removal of such weeds are hereby notified to attend a meeting of the board of supervisors of said county, to be held (give date), when their objections will be heard and given due consideration.

In the past, owners of unimproved vacant parcels have always removed weeds from their parcels with little to no enforcement effort on behalf of the District. As part of next years weed abatement process, staff will mail a "friendlier notice" to property owners

asking for the removal of weeds from their properties. After the initial notices are mailed, staff can inspect vacant unimproved parcels, and if these lots have not been abated, staff can move forward with the more formal weed abatement procedure.

Staff recommends approval of Resolution 18-400 and asks for a roll call vote.

Attachments:

Resolution 18-400

Exhibit "A" 18-400

Notice to abate letter

RESOLUTION NO. 18-400

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN SIMEON COMMUNITY SERVICES DISTRICT DECLARING A PUBLIC
NUISANCE**

WHEREAS, the San Simeon Community Services District (the "SSCSD" or "District") is a duly formed community services district which has the power to require weed abatement as granted by LAFCO; and

WHEREAS, pursuant to the authority in Government Code Section 61100(d) and (t) and Health and Safety Code Sections 14875, et seq., community services districts may declare vegetation a public nuisance for the purpose of proceeding with the Weed Abatement Program; and

WHEREAS, on May 9, 2018 the SSCSD Board of Directors adopted Ordinance 119 regarding abatement of hazardous weeds; and

WHEREAS, it is in the public interest that vegetation and hazardous live and dead within said District be abated as a critical aid to wildfire prevention and community defensible space, as well as for protection of the fragile San Simeon ecosystem.

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

Section 1. That the recitals set forth herein above are true, correct and valid.

Section 2. That the vegetation and located on the private properties described on the attached document marked Exhibit A, which is incorporated herein by this reference as though here fully set forth, all of which are located within said District, are hereby declared a public nuisance.

Section 3. In accordance with Health & Safety Code Section 14890, District staff is authorized to give the notice to destroy, modify, abate and remove vegetation; said notice shall include that abatement be performed by property owners or locally certified contractors.

Section 4. That said nuisance, unless timely abated, shall be abated by the SSCSD, with the cost thereof to be assessed upon the parcels from which said nuisance is abated.

Section 5. That a public hearing shall be held on the proposed abatement of vegetation on the 11th of July, 2018 at 6:00 P.M. at the following address: Cavalier Banquet Room, 250 San Simeon Avenue, San Simeon, California, to provide an opportunity for all property owners having any objections to the proposed removal of such weeds to be heard and given due consideration.

Section 6. That the District Clerk be, and hereby is authorized and directed to mail notice of said hearing to property owners as their names and addresses appear from the last equalized assessment role as authorized by Health & Safety Code Section 14896.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

the foregoing Resolution is hereby adopted this _____ day of _____, 2018.

Daniel Williams, Chairperson
Board of Directors

ATTEST:

Charles Grace,
Secretary/General Manager

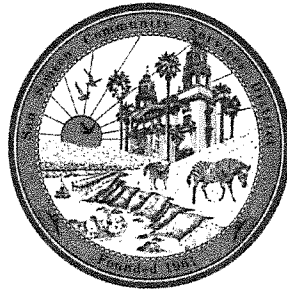
Attachment:

Exhibit "A" – List of vacant unimproved parcels by APN number that will be mailed notices to abate.

EXHIBIT "A"
Resolution 18-400

APN	Name of Property Owner	Legal Description	Tract
013-031-022	V & H HOLDINGS LLC	RHO SAN SIMEON PTN LT A	61036
013-031-025	DAVID SANSONE CO INC A CA CORP	RHO SAN SIMEON PTN LT A	61036
013-031-026	GERBER DEBRA M FAMILY TRUST (TR 2)	RHO SAN SIMEON PTN LT A	61036
013-031-042	MUSHINES LYNNE TRUST	RHO SAN SIMEON PM 9/94 PAR 3	61036
013-031-043	MUSHINES LYNNE TRUST	RHO SAN SIMEON PM 9/94 PAR 1 & 2	61036
013-031-049	DAVID SANSONE CO INC A CA CORP	PM 53-51 LT 2	61036
013-071-009	HATHER ROBERT K FAMILY TRUST	RHO SAN SIMEON PTN LT A	61036
013-071-014	FISCHER REVOCABLE SURVIVOR'S TRUST	RHO SAN SIMEON PTN LT A	61036
013-071-016	MOSS-JENSEN LIVING TRUST	RHO SAN SIMEON PTN LT A	61036
013-071-017	BACZYNSKI BARBARA	RHO SAN SIMEON PTN LT A	61036
013-071-019	BARTO JANICE D	RHO SAN SIMEON PTN LT A	61036
013-071-024	DAVID SANSONE CO INC A CA CORP	RHO SAN SIMEON PTN LT A	61036
013-071-025	DAVID SANSONE CO INC A CA CORP	RHO SAN SIMEON PTN LT A	61036
013-091-027	HURLBERT RON O REVOCABLE TRUST	RHO SAN SIMEON PTN LT A	61036
013-091-030	DAVID SANSONE CO INC	RHO SAN SIMEON PTN LT A	61036
013-091-032	DAVID SANSONE CO INC A CA CORP	RHO SAN SIMEON PTN LT A	61036
013-091-043	PROBASCO FAMILY TRUST	TR 1296 LT 2	61036
013-391-001	MOUCHAWAR CAMILLE TRUST	RHO SAN SIMEON PTN LT A	61036
013-402-005	KEELER RODERICK B SEPARATE PROPERTY REVOCABLE TR	RHO SAN SIMEON TR 716 U 5 PTN LT 1 COMMON AREA	61036
013-402-006	TYO ANNA T TRE	RHO SAN SIMEON PM 2/40 PAR 2	61036
013-402-012	MCMILLAN SCOTT A	RHO SAN SIMEON PM 7/80 PAR 1	61036
013-402-013	SEIFERT JOY A	RHO SAN SIMEON PTN LT A	61036

San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452
(805) 927-4778 Fax (805) 927-0399

Chairperson Williams, Vice-Chairperson McGuire
Director Patel, Director Russell, Director Kellas, Director Stanert

Owner Name
Mailing Address
City, State, Zip Code

Dear Property Owner:

NOTICE TO DESTROY WEEDS

Per California Health & Safety Code Section 14875 et seq.

Notice is hereby given that on the 13 day of June, 2018 the San Simeon Community Services District ("SSCSD") Board of Directors passed Resolution XX-2018 declaring that noxious, dangerous, seasonal and/or recurring weeds were growing upon or in front of your vacant unimproved parcel in the District, which property is more particularly described in said Resolution and that the weeds constitute a public nuisance which must be abated by the removal or destruction of said noxious, dangerous, seasonal and/or recurring weeds. The Resolution XX-2018 further provides that if the weeds are not so abated, they will be removed or destroyed by SSCSD designated authorities, in which case the cost of such removal shall be assessed upon the property from which or in front of which such weeds are removed and such cost will constitute a lien upon such property until paid. For further details, please refer to Resolution XX-2018, copies of which are available during regular business hours from the District office at the address listed above.

All property owners having any objections to the proposed removal of such weeds are hereby notified to attend a Public Hearing of the Board of Directors of San Simeon Community Services District, to be held **July 11 2018, 6:00 PM**, 250 San Simeon Avenue, San Simeon, when their objections will be heard and given due consideration.

Dated this _____ day of _____, 2018

This annual requirement is an effort to reduce the fire hazard caused by the accumulation of combustible materials on vacant parcels. Property owners are required to please clear all combustible vegetation and/or debris from their property by the deadline.

The following are guidelines to help you comply:

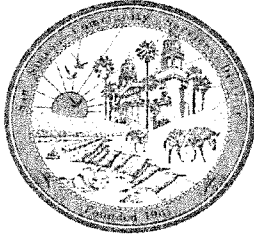
- Remove combustible construction materials, and trash from the property.
- Trim weeds and annual grasses to 4 inches in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- All down trees and rounds, or dead limbs within 30 feet of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than six feet of the log within this 30 foot zone.
- All down trees beyond 30 feet from any structure 12 inches in diameter or greater may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than 12 inches in diameter shall be cut and removed from the property.
- Remove ladder vegetation from under trees and shrubs, maintaining 6 feet of vertical clearance for trees greater than 20 feet in height.
- All Poison Oak, Scotch/Irish or other broom type plants, Pampas grass, Jubata grass and (Crocasmia) also known as Fire Weed shall be removed. Isolated specimens may be left with greater than ten feet (10) separation and all dead material is removed.

All vacant lots should be cleared no later than July 25, 2018. If you are using a contractor to clear your parcel please have them contact the District office once the work has been completed, so that staff may inspect your parcel. Any parcels not in compliance by the July 25, 2018 deadline will be abated by a SSCSD contractor. Cost for this abatement will include the contractor's charge for services, plus an administrative handling charge in the amount of \$100.00.

Your cooperation is greatly appreciated.

6. BUSINESS ITEMS

- B. Consideration of adoption of Board Resolution 18-401 authorization signatures for banking services on behalf of the District.**



BUSINESS ACTION ITEM STAFF REPORT

Item 6.B. Consideration of approval of Board Resolution 18-401 authorization signatures for banking services on behalf of the District.

Attached for Board review and approval is Resolution 18-401. This Resolution grants signing authority to Director Julia Stanert (Greenan) for District bank accounts. Ken Patel is also being removed from having signing authority.

Staff recommends approval of Resolution 18-401.

RESOLUTION NO. 18-401

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AUTHORIZING SIGNATURES, INCLUDING FACSIMILE SIGNATURES, FOR BANKING SERVICES ON BEHALF OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AT PACIFIC PREMIERE BANK

WHEREAS, the San Simeon Community Services District's ("District") priorities as to its investments are, in the following order, preservation of principal, liquidity of principal and return on investment; and

WHEREAS, the establishment of a general checking account and a money market account is consistent with these priorities; and

WHEREAS, based upon changes to the composition of the District Board of Directors, a change in authorized signatories is being requested by Pacific Premiere Bank, and

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

Section 1: The following persons are authorized to sign on behalf of the District, orders for payment or withdrawal of money: **Charles Grace, Dan Williams, Mary Margaret McGuire, John Russell, Gwen Kellas and Julia Greenan (Stanert)** with further powers as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2: Any such authority shall remain in force until revoked by written notice to the affected bank of the action taken by the Board of Directors of the District. All prior authorizations are superseded.

Section 3: Any designated depository ("Bank") of the District is authorized and directed to honor and pay any checks, drafts, or other orders for the payment of money withdrawing funds from any account of the District when bearing or purporting to bear the signatures of TWO persons listed in the attached Resolution as having signatory authority. The Bank is authorized and directed to honor and to charge the District whom such actual or purported signatures were made, provided they resemble the signatures duly certified to and filed with the Bank by the District.

Passed and adopted this 13th day of June 2018. UPON MOTION of **Director** _____ seconded by **Director** _____, and on the following roll call vote to wit:

AYES:
ABSTAIN:

NOES:
ABSENT:

The foregoing Resolution is hereby adopted this 13th day of June 2018.

Dan Williams, Chairperson
Board of Directors

ATTEST:

Charles Grace
Secretary/General Manager

**EXHIBIT A
POWERS & AUTHORITY
RESOLUTION 18-401**

NAME	TITLE	POWERS
Julia Greenan (Stanert)	Board of Director	Signatory
Gwen Kellas	Board of Director	Signatory
Mary Margaret McGuire	Board of Director	Signatory
Dan Williams	Board of Director	Signatory
John Russell	Board of Director	Signatory
Kathy Fry	Bookkeeper	Web Access Deposit of Funds
Charles Grace	General Manager	Signatory Web Access Exercise instructions to bank
Renee Samaniego Osborne	Administrator	Web Access Deposit of Funds Exercise instructions to bank
Cortney Murguia	Administrator	Web Access Deposit of Funds

6. BUSINESS ITEMS

- C. Consideration of adoption of Board Resolution 18-402 requesting Consolidation of the District's Bi-Annual Election with the November 8, 2018 Consolidated General Election.**



BUSINESS ACTION ITEM STAFF REPORT

Item 6.C. Consideration of adoption of Board Resolution 18-402 requesting Consolidation of the District's Bi-Annual Election with the November 8, 2018 Consolidated General Election.

Attached for Board review and approval is Resolution 18-402. The District has three Board members that are up for re-election. This resolution allows the candidate election to be included on the November ballot. This consolidated process helps reduce election costs for the community.

Staff recommends approval of this resolution.

RESOLUTION NO. 18-402

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN SIMEON COMMUNITY SERVICES DISTRICT
REQUESTING CONSOLIDATION OF THE THEIR BIENNIAL ELECTION
WITH THE NOVEMBER 8, 2018 CONSOLIDATED GENERAL ELECTION**

WHEREAS, an election shall be conducted on November 8, 2018 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, 2018 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 13th day of June, 2018.** Upon motion of Director _____, seconded by Director _____ and on the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing Resolution is hereby adopted this 13th day of June 2018.

Daniel Williams, Chairperson
Board of Directors

ATTEST:

Charles Grace,
Secretary/General Manager

6. BUSINESS ITEMS

D. Authorization for the General Manager to retain Mid State Roofing, Inc. to reroof the District Office work not to exceed the amount of \$4,400.00.



BUSINESS ACTION ITEM STAFF REPORT

Item 6.D. Authorization for the General Manager to retain Mid State Roofing, Inc. to reroof the District Office work not to exceed the amount of \$4,400.00.

The roof at the District office needs to be replaced due to normal wear and tear and recent winter storms.

A copy of the proposals for the replacement are attached. Of the four bids that were requested, two were received and Mid State Roofing Inc., was the lowest bidder. Staff is requesting approval of this item.



MID STATE ROOFING, INC,

License #1016325

P.O. Box 4006, Paso Robles, CA 93447

Fax (805) 238-2494

HOME IMPROVEMENT CONTRACT

Name: San Simeon Community Services District (Attn: Jerry Copeland)
Job Address: 111 Pico Avenue, San Simeon
Phone: (805) 765-7163
Date: June 5, 2018

DESCRIPTION OF THE PROJECT AND DESCRIPTION OF SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED. CONTRACTOR will furnish all labor & materials to construct and complete in good, workmanlike and substantial manner a work improvement described as construction labor, services, materials and equipment as follows:

- Remove existing roofing and dispose of.
- Check roof structure for any obvious termite and dry rot damage.
- Necessary repairs will be billed on a time and material basis at additional cost to below quoted price.
- Mechanically fasten one layer of SA base sheet.
- Install one layer of SA Flintlastic ply; secure in place.
- Install 2X4 drip edge metal to perimeter of roof and nail in place.
- Install new FHA pipe and vent flashings.
- Apply asphalt primer to all flashings that come into contact with roof assembly.
- Seal and paint pipe and vent flashings.
- Apply Flintlastic SA Supreme granule surfaced modified bitumen membrane to roof area. Heat weld as needed.
- Haul all debris generated by roofing project to a legal dump site.
- Roof comes with three-year maintenance warranty against leakage.

Bottom Patio Section, Approximately 20'X6'	Cost \$ 1,500.00
Top Section, Approximately 16'X32'	Cost \$ 3,600.00
If both sections are re-roofed at same time	
(Subtract \$700.00 from total of above prices)	Cost \$ 4,400.00

Price includes above stipulated items

Cost of permit not included in above quoted price.

Mid State Roofing is a Certified Master Shingle Installed Certified Select Shingle Roofing Company

OWNER and CONTRACTOR agree as follows:

CONTRACT PRICE: IN CONSIDERATION FOR THE PERFORMANCE OF THE WORK, OWNER AGREES TO PAY TO CONTRACTOR AS COMPENSATION FOR ITS LABOR, SERVICES, MATERIALS AND EQUIPMENT THE SUM _____ (\$ _____) (THE "CONTRACT PRICE").

Price includes above stipulated items only.

Note: If necessary, it is the responsibility of homeowner to have satellite dish(s) realigned and/or reinstalled after completion of work performed by Mid State Roofing, Inc.

APPROXIMATE START DATE AND APPROXIMATE COMPLETION DATE: At the time that this Contract is signed, the parties contemplate that the Approximate Start Date for the Work shall be _____. Commencement of the Work shall be deemed to occur on the first day that Contractor furnishes construction, labor, services and materials following receipt of Owner's written notification to commence as aforesaid. The Work shall be completed by the following Approximate Completion Date: _____.

Note: This proposal may be withdrawn by Mid State Roofing if not accepted within 20 days.

NOTICE OF RIGHT TO CANCEL

See attached Notice of the Three-Day Right to cancel.

By their signatures below, Owner(s) acknowledge(s) that Contractor has given to them a "Notice of Three Day Right to Cancel.

Owner has the right to require Contractor to have a performance and payment bond covering the Work hereunder; however, the cost thereof shall be paid and borne by Owner.

OWNER

CONTRACTOR

Mid State Roofing, Inc.

Signature of Owner

Signature of Contractor Authorized Agent

Mid State Roofing, Inc., P.O. Box 4006, Paso Robles, Ca. 93447 Phone (805) 239-4054 Fax (805) 238-2494

ADDITIONAL TERMS AND CONDITIONS OF HOME IMPROVEMENT CONTRACT

1. PLANS, SPECIFICATIONS, AND PERMITS

A. The PROJECT will be constructed according to plans and specifications dated _____, consisting of _____ pages. CONTRACTOR OR OWNER WILL OBTAIN ALL REQUIRED BUILDING PERMITS AT OWNER'S EXPENSE.

B. If and to the extent required by the applicable building department, CONTRACTOR will obtain revisions to the plans and engineering specifications for the WORK at OWNER's expense.

2. CONTRACT DOCUMENTS. The Contract Documents, which constitute the entire agreement between the OWNER and the CONTRACTOR, specifically include this Contract, the plans and specifications referred to in paragraph 1-A above (or the attached plan and scale drawing), and all Modifications issued after execution of this Contract.

3. LABOR AND MATERIAL. CONTRACTOR shall pay all valid charges for labor and material incurred by CONTRACTOR and used in the construction PROJECT. No waiver or release of mechanic's lien given by CONTRACTOR shall be binding until all payments due to CONTRACTOR when the release was executed have actually been made.

4. PAYMENT

A. OWNER shall pay the Contract Price to CONTRACTOR according to the following Schedule of Progress Payments:

PHASE OF THE WORK	AMOUNT
Due upon delivery of material	1/2 Contract Amount
Balance due upon completion of roofing job	

B. The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

C. Down Payment. On the date that this Contract is signed, OWNER shall pay to CONTRACTOR a down payment in the sum of \$ -0-. THE DOWN PAYMENT MAY NOT EXCEED \$1,000.00 or 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS.

5. Promptly upon successful negotiation of every progress payment, CONTRACTOR shall provide unconditional mechanic's lien releases and, if requested, shall also provide unconditional mechanic's lien releases from any potential lien claimant for whose work OWNER has paid.

6. EXTRA WORK

A. Should OWNER, construction lender, or any public body or inspector direct any modification or addition to the work covered by this Contract, the cost shall be added to the Contract price. For the purpose of this paragraph, "cost" is defined as the cost of extra subcontracts, labor and materials, plus 10% of such "cost" for overhead, plus 10% of the sum of such "cost" and overhead for profit. All hidden, concealed or unforeseeable conditions (i.e. unforeseen termite or dry rot damage or any other structural problems), including building code violations that must be repaired, corrected, replaced or overcome, shall be extra work. No extra or change-order work shall be required to be performed without prior written authorization of OWNER. Any change-order forms for changes or extra work shall be incorporated in and become a part of this Contract. CONTRACTOR shall be entitled to be paid for extra work whether or not reduced to writing. Dry Rot: We remove and replace rotted and/or termite damaged starter boards at \$4.50 linear foot. Fascia boards 1X4 or 1X6 at \$7.75 linear foot, 2X6 or 2X8 at \$12.00 linear foot. 15/32 sheathing cost will be billed at \$3.50 per square foot; 5/8 sheathing at \$5.00 per square foot. Any other rotted or termite damaged wood replacement will be billed at time and materials plus any additional dump fees. Our labor rates are as follows: \$90.00 per hour, per man.

B. Note about Extra Work and Change Orders: Extra work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments and the approximate completion date. The owner may not require the contractor to perform change order work without providing written authorization. Failure to comply with this requirement does not preclude recovery of compensation by the contractor based on legal and equitable principles designed to prevent unjust enrichment.

C. Form of Change Order: Attached to the Contract is a form of change order that must be signed by the parties prior to the commencement of any work on the change order.

7. DELAY. CONTRACTOR shall be excused for any delay in completion of this Contract caused by acts of God, acts of OWNER or OWNER'S agent, delay of Architect, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, a material change in the scope of the PROJECT, failure of Owner to make progress

Initial X _____

payments promptly, or other contingencies unforeseen by CONTRACTOR and beyond the reasonable control of the CONTRACTOR.

8. **BACK CHARGES.** In the event OWNER asserts any back charges against CONTRACTOR, OWNER shall be required to inform CONTRACTOR in writing, within seventy-two (72) hours of their occurrence, of the reason for assessing said back charges. In the event OWNER fails or refuses to so inform CONTRACTOR or OWNER'S intent to assert a back charge against the CONTRACTOR, OWNER waives any and all rights OWNER may have in regard to asserting such back charge. In the event OWNER does assert in a timely manner a back charge against CONTRACTOR, OWNER agrees to allow CONTRACTOR a reasonable time to cure any and all defects raised by OWNER in OWNER'S assertion of the back charge. As used herein, a "back charge" against the CONTRACTOR shall be defined to include, but not limited to, any and all claims the OWNER has or intends to assert against CONTRACTOR pertaining to any damages OWNER has sustained as a result of CONTRACTOR'S activities, or the result of any act of CONTRACTOR of which OWNER contends entitles the OWNER to deduct any sum due and owing pursuant to the terms of this Contract.

9. **RIGHT TO STOP WORK.** CONTRACTOR shall have the right to stop work if any payment shall not be made to CONTRACTOR in accordance with the provisions of this Contract, provided that CONTRACTOR delivers written notice to OWNER not less than three (3) business days prior to stopping work: CONTRACTOR may keep the job idle until all payments due are received. The foregoing procedure shall be in lieu of and shall be deemed to satisfy any and all requirements set forth in California Civil Code section 3260.2 in order for CONTRACTOR to stop the Work.

10. **COMPLETION AND OCCUPANCY.** OWNER agrees to sign and record a Notice of Completion within five (5) business days after completion of the PROJECT. If the PROJECT passes final inspection by the public body but OWNER fails to record a Notice of Completion, then OWNER hereby appoints CONTRACTOR as OWNER'S agent to sign and record a Notice of Completion on behalf of OWNER. This agency is irrevocable and is an agency coupled with an interest. CONTRACTOR may use such force as is necessary to deny occupancy of the PROJECT by OWNER or anyone else until CONTRACTOR has received all payments due under this Contract, and until a Notice of Completion has been recorded.

11. **INSURANCE.**

A. OWNER will provide at his or her own expense and before the commencement of any Work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached: such insurance to be in a sum at least equal to the fair market value of the PROJECT with loss, if any, payable to any beneficiary under any Deed of Trust covering the Work, such insurance to name CONTRACTOR as an additional insured, and to protect OWNER, CONTRACTOR, and Construction Lender as their interest may appear; should OWNER fail to do so, CONTRACTOR may procure such insurance as agent of and at the expense of OWNER, but is not required to do so.

B. If the PROJECT is destroyed or damaged by an accident, disaster or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, or by theft or vandalism any Work done by CONTRACTOR in rebuilding or restoring the PROJECT shall be paid for by OWNER as extra work in the manner described in Section 6 herein.

C. CONTRACTOR will maintain in full force and effect a workers compensation insurance.

12. **LIMITATIONS.** No action arising from or related to this Contract, or the performance thereof, shall be commenced by either party against the other more than two years after the completion of cessation of work under this Contract. This limitation applies to all actions of any character, whether at law or in equity, and whether sounding in contract, tort or otherwise. This limitation shall not be extended by any negligent misrepresentation or unintentional concealment, but shall be extended as provided by law for willful fraud, concealment or misrepresentation.

13. **SERVICE CHARGES.** Any payment due pursuant to the schedule set forth in paragraph 4A above that is not made to CONTRACTOR on or before the fifth calendar day after said due date shall bear interest at the rate of 1½ % per month, but not more than the maximum amount allowed by law.

14. **ATTORNEY FEES.** In the event that legal action or arbitration is instituted in order to interpret or enforce any provision contained in the Contract, or other legal proceeding is initiated arising out of or related to the subject matter of the Contract, the prevailing party to such action shall be entitled, in addition to any other remedy available by applicable law or the Contractor, to an award as and for any attorney fees, expert witness fees, or any other costs normally associated with such an action, in any amount so as to compensate said prevailing party for any actual attorney fees, expert fees or other such costs incurred in good faith. Said award shall be entered separately or as a portion of the award of a judge or arbitrator in any such action.

15. **CLEAN-UP.** Upon completion of the work, CONTRACTOR will remove debris and surplus material from OWNER'S property and leave it in a neat and broom-clean condition.

16. **ASBESTOS ABATEMENT.** This Proposal is based on the assumption by CONTRACTOR that the existing roof does not contain asbestos or any material containing asbestos. CONTRACTOR cannot engage in the identification, abatement, encapsulation or removal of asbestos or asbestos-containing materials and we will not be responsible for asbestos abatement or removal. In the event that asbestos or material containing asbestos is discovered during the course of the Work, CONTRACTOR reserves the right to rescind this Proposal and receive payment for work performed, or to suspend the Work for a reasonable period of time while OWNER hires or engages another company or firm specializing in and properly licensed for the removal and disposal of asbestos to remove the asbestos from the property

Initial x _____

where the Work is being performed. CONTRACTOR shall be entitled to reasonable compensation for extra expenses incurred as a result of the presence of asbestos or asbestos-containing materials at the property where the Work is being performed, and OWNER, by accepting this Proposal, agrees to release CONTRACTOR from any such claims, demands or damages. In consideration of CONTRACTOR's agreement to perform the Work, OWNER hereby agrees to indemnify, defend and hold CONTRACTOR and its employees, agents and representatives harmless from and against any and all liability, damages, losses, claims, demands or lawsuits arising out of or related to the presence of asbestos or asbestos-containing material at the property where the Work is being performed.

LICENSE REQUIREMENTS.

A. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. COMPLAINTS REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

B. INFORMATION ABOUT THE CONTRACTORS' STATE LICENSE BOARD (CSLB): CSLB IS THE STATE CONSUMER PROTECTION AGENCY THAT LICENSES AND REGULATES CONSTRUCTION CONTRACTORS.

CONTACT CSLB FOR INFORMATION ABOUT THE LICENSED CONTRACTOR YOU ARE CONSIDERING, INCLUDING INFORMATION ABOUT DISCLOSABLE COMPLAINTS, DISCIPLINARY ACTIONS AND CIVIL JUDGEMENTS THAT ARE REPORTED TO CSLB.

USE ONLY LICENSED CONTRACTORS. IF YOU FILE A COMPLAINT AGAINST A LICENSED CONTRACTOR WITHIN THE LEGAL DEADLINE (USUALLY FOUR YEARS), CSLB HAS AUTHORITY TO INVESTIGATE THE COMPLAINT. IF YOU USE AN UNLICENSED CONTRACTOR, CSLA MAY NOT BE ABLE TO HELP YOU RESOLVE YOUR COMPLAINT. YOUR ONLY REMEDY MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE UNLICENSED CONTRACTOR OR THE UNLICENSED CONTRACTOR'S EMPLOYEES.

FOR MORE INFORMATION:

VISIT CSLB'S WEBSITE AT WWW.CSLB.CA.GOV
CALL CSLA AT 800-321-CSLB (2752)

C. CONTRACTOR REPRESENTS AND AGREES THAT IT AND ITS SUBCONTRACTORS ARE PROPERLY LICENSED TO PERFORM ALL WORK IN THIS SUBCONTRACT AND WILL REMAIN SO LICENSED DURING THEIR PERFORMANCE HEREUNDER.

18. LIMITATION OF LIABILITY. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, AND OF ANY OTHER OBLIGATION OR LIABILITY INCLUDING NEGLIGENCE ON THE PART OF CONTRACTOR, CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.

A. WARRANTY. All of the Work shall be completed in a reasonable and workmanlike manner according to the standard practices of the roofing industry. CONTRACTOR warrants his work to be free from defects for the number of years stated on the front page of this contract from date of substantial completion. This warranty shall not cover damages or leakage created by alterations to the roof surface after substantial completion, such as removal or addition of television antennas, roof flashing, etc., leakage around any tie-ins to existing roofs, as well as any metal work done by others.

B. WORK OF OTHER TRADES. It is expressly understood by the parties hereto that CONTRACTOR shall not be responsible for the inspection, timelines or quality of the work of other trades regardless of whether or not said work relates to or is connected with CONTRACTOR's work. This includes, but is not limited to, distortion, warping, settlement or other defects in the foundation (roof deck) upon which the roof is applied and rests, leaks from flashing, parapet walls, skylight, air conditioning units, vents or other sheet metal installation, unless applied by CONTRACTOR. In the event that CONTRACTOR determines that the work of another trade is faulty or defective, and would in some way affect CONTRACTOR's work, then CONTRACTOR shall immediately notify OWNER or OWNER's agent and shall stop work until the faulty or defective work is corrected to CONTRACTOR's satisfaction. Should CONTRACTOR incur damages as a result of the faulty or defective work of other trades, or should CONTRACTOR's work be delayed as a result thereof, then the Contract price shall be adjusted as extra work in the manner described in paragraph 6 herein. Nothing contained in the Contract shall render CONTRACTOR liable under any condition for damages sustained to the building or its interior, decorations, furnishings or merchandise within the building in the event of leaks.

C. CONTRACTOR is not responsible for cracks in driveways or sidewalks due to access to the residence during the roofing operation, for interior damages to the residence such as ceiling damage, water damage, or damage to furniture, if leaks should arise, for ponding or standing water on flat roofs due to deflections and/or insufficient slope. CONTRACTOR is not responsible for the operation or continued operation of any solar panels or equipment, gutters, conduits, signs, skylights, air conditioning or other roof-top mounted equipment nor for any damage to such equipment which is required to be moved, raised, lifted or removed and reinstalled by CONTRACTOR during its roofing operation. Roofing operations are sometimes noisy and may cause some unavoidable vibrations. OWNER should check around the residence to make sure any valuables that may dislodge from walls, shelves or the ceiling are removed before the roofing operation is commenced.

Initial x _____

D. LIFE EXPECTANCY. Life expectancy of any material applied to OWNER's roof is determined through extensive testing by Underwriters Laboratories. Manufacturers write specifications from this information. Weather patterns, geographic areas and extreme acts of nature determine the effectiveness of any manufacturer's warranty. Twenty-year, fifteen-year and ten-year "roofs" are merely guides to life expectancy as proposed by Underwriters Laboratories. All roofs must be checked and inspected periodically with an annual maintenance program established to make possible a trouble-free application. EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, CONTRACTOR MAKES NO WARRANTIES, NEITHER EXPRESSED NOR IMPLIED, CONCERNING THE LIFE EXPECTANCY OF MATERIALS APPLIED TO OWNER'S ROOF, AND CONTRACTOR SPECIFICALLY EXCLUDES ANY IMPLIED WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

19. INDEMNITY

A. In the event that CONTRACTOR shall have a claim made against it, or become involved in litigation or arbitration, because of claims, damages, injury or loss arising out of or related to the CONTRACTOR against and hold him harmless from all such claims, loss, liability, and expense, including attorney's fees and the executive and administrative expenses of CONTRACTOR incurred as a result. This indemnity shall be provided by OWNER even if CONTRACTOR is partly responsible for the claim, damage, injury or loss, but OWNER shall not provide indemnity for claims or losses caused by the sole negligence or willful misconduct of CONTRACTOR or his employees. This indemnity agreement shall be covered by OWNER's comprehensive general liability insurance policies.

B. OWNER acknowledges that existing structures at the situs of the Project may have been or may be damaged by mold, mildew, fungus, microbial matter or microbiological contamination ("Mold Damages"). OWNER further acknowledges that CONTRACTOR's insurance excludes coverage for certain injuries, damages, losses and risks including but not limited to Mold Damages. OWNER also acknowledges that the Contract Price does not include any sums to compensate CONTRACTOR, in whole or in part, for any uninsured injury, damage or loss or any risk associated therewith ("Uninsured Loss") or to enable CONTRACTOR to obtain and pay for Insurance covering any such Uninsured Loss, including but not limited to Mold Damages, regardless of who has actually or allegedly caused such Uninsured Loss or Mold Damages. By his or her signature below, OWNER acknowledges that he or she is familiar with and understands the risks inherent with an Uninsured Loss, including but not limited to Mold Damages, and OWNER acknowledges that he or she might be able to obtain insurance that covers such Uninsured Loss or Mold Damages but that it would not be economically feasible to do so. In addition, OWNER acknowledges that he or she has examined CONTRACTOR's insurance policies or has been given the opportunity to make such an examination and/or is satisfied that the coverage in and afforded by CONTRACTOR's insurance policies is appropriate and acceptable for the WORK and the PROJECT. Accordingly, OWNER accepts the entire risk of an Uninsured Loss, including but not limited to Mold Damages, and OWNER acknowledges and agrees that CONTRACTOR is not responsible or liable for, and OWNER specifically waives and releases any and all claims that OWNER may have against CONTRACTOR as a direct or indirect result of any Uninsured Loss or Mold Damages that may be sustained by OWNER, OWNER's agents, employees, representatives, heirs, beneficiaries, successors or assigns, or invitees or trespassers, to the extent that such damages are related to or connected with an Uninsured Loss including but not limited to mold, mildew, fungus, microbial matter or microbiological contamination that exists or existed at the situs of the Project prior to commencement of the WORK. In recognition of the foregoing and in the event that CONTRACTOR shall have a claim made against it, or become involved in litigation, arbitration or mediation proceedings because of claims, damages, injury or loss arising out of or related to any Uninsured Loss or Mold Damages that may be sustained by OWNER, OWNER's agents, employees, representatives, heirs, beneficiaries, successors or assigns, or invitees or trespassers, to the extent that such damages are related to or connected with an Uninsured Loss including but not limited to mold, mildew, fungus, microbial matter or microbiological contamination that exists or existed at the situs of the Project prior to commencement of the WORK, then owner shall indemnify and defend CONTRACTOR against and hold it harmless from all such claims, loss, liability and expense, including attorney's fees, incurred as a result. This indemnity shall be provided by OWNER even if CONTRACTOR is partly responsible for the claim, damage, injury or loss, but OWNER shall not provide indemnity for claims or losses caused by the sole negligence or willful misconduct of CONTRACTOR or its employees. This indemnity agreement shall be covered by OWNER's comprehensive general liability insurance policies.

20. NOTICE TO HOMEOWNER.

- Keep all windows closed, due to dust.
- Shrubbery and plants under the roof edging may be subject to falling debris and/or hot asphalt that may spill over the edge. Please cover them.
- Cover all furniture and objects in open beam ceiling areas, attic areas and garages, as there may be falling dust and debris. (We suggest you remove or lay down "breakable" objects.)
- Secure all items, as vibration from loading and installation may cause valuable items to fall.
- Mid State Roofing, Inc. will remove gutters when necessary to complete repairs. It is Owner's responsibility to reinstall gutters.
- It is Owner's responsibility to have satellite dishes re-installed/re-aligned.
- Owner is responsible for cost of any permit required to complete the project.
- Mid State Roofing, Inc. is not responsible for condensation issues of any kind.

21. WITHDRAWAL OR PROPOSAL. This proposal is an offer that will remain open only for 20 calendar days after CONTRACTOR signs it, after which time, unless timely accepted, it shall be deemed withdrawn.

Initial X _____

22. **COMMERCIAL GENERAL CONTRACTOR'S INSURANCE (CGI):** CONTRACTOR carries general liability insurance written by PCIP. You may call McGee Insurance (805) 543-8833 to check CONTRACTOR's insurance coverage.

23. **WORKERS' COMPENSATION INSURANCE:** CONTRACTOR carried workers compensation insurance for all employees.

24. OWNER is entitled to a completely filled-in copy of the Contract signed by both parties before work may be started.

25. List of Documents to be incorporated into the Contract:

- Description of the Project and Significant Materials and Equipment
- Notice of the Three-Day Right to Cancel
- Form of Change Order
- Notice of Cancellation (2)
- Mechanic's Lien Warning

MECHANIC'S LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanic's lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notice.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB'S Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

Initial X _____

NOTICE OF CANCELLATION

(Civ. Code 1689.7)

(Enter Date of Transaction)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract, and any negotiable instrument executed by you will be returned within 10 days following receipt by CONTRACTOR of your Notice of Cancellation, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to CONTRACTOR at your residence, in substantially as good condition as when received, any goods delivered to you under this contract, or you may, if you wish, comply with the instructions of the CONTRACTOR regarding the return shipment of the goods at CONTRACTOR's expense and risk.

If you do make the goods available to CONTRACTOR and CONTRACTOR does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to CONTRACTOR, or if you agree to return the goods to CONTRACTOR and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, make or deliver a signed and dated copy of this Notice of Cancellation, or any other written notice, or send a telegram to Mid State Roofing, Inc., whose address is P.O. Box 4006, Paso Robles, CA 93447, no later than midnight of _____ (date)

I HEREBY CANCEL THIS TRANSACTION _____ (date)

By: _____

OWNER'S RECORD OF CANCELLATION:

Telegram sent _____ (date) Written Notice of Cancellation mailed: _____

Hand delivered _____ (date) First Class Mail Certified _____ (date)

Initial X _____

NOTICE OF THE THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the Contract and this Notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this Contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

Date _____

By _____
OWNER

-SAMPLE-

CHANGE ORDER

PROJECT: _____ **CHANGE ORDER NUMBER:** _____
DATE: _____
TO: _____ **CONTRACT FOR:** _____

In accordance with the terms of this Agreement, the following changes are approved:

The original Contract Price was _____ \$
Net change by previously authorized Change Orders _____ \$
The Contract Price prior to this Change Order was _____ \$
The Contract Price will be (increased) (decreased) by this Change Order _____ \$
The new Contract Price including this Change Order will be _____ \$
The Approximately Completion Date will be (increased) (decreased)
(unchanged) by _____ days.

The said Agreement as hereby amended shall remain in full force and effect.

IN WITNESS THEREOF the said parties have caused this Agreement to be executed as of the day and year signed below.

OWNER

CONTRACTOR

ADDRESS

BY: _____

BY: _____

DATE: _____

Initial x _____



PROPOSAL

May 10, 2018

San Simeon District Office
 111 Pico Avenue
 San Simeon, CA 93452
 Attn: Jerry Copeland

Thank you for considering CenCal Roofing.
 We are pleased to present the following proposal for:

Installation of a60 Mil TPO Single-Ply Membrane Roofing System

1. Remove and haul away existing roof to expose solid sheeting.
2. Clean grounds of all tear-off debris and inspect for dry-rot. Dry-rot repair, if necessary, is not included in this proposal.
3. Install two (2) layers of Single-Ply fire sheet, insures a Class "A" fire rating
4. Install new edge metal.
5. Install new plumbing vents (tapered cones).
6. Install **60 Mil TPO** Single-Ply membrane with screws and plates and hot air welding.
7. Final cleaning of grounds and haul away all scrap material.

Total Cost: **\$4,495.00** **Initial Here:** _____

Additional Bid for Dryrot/Wood Work – Remove and install the following:

1. 24' of 2x10 primed HF Fascia
2. 32' 2x8 primed HF Fascia
3. 36' 1x6 primed HF Fascia
4. 8' 2x4 DF Rafter
5. 2 sheets 5/8" CDX

Total Cost: **\$2,140.00** **Initial Here:** _____

Please note: During the tear off and re-roofing process it is possible that dust and debris may fall down into the building, due to the fact that there are **open beam ceilings**. It is the owner's responsibility to cover up anything that may be damaged or destroyed by such. CenCal cannot be responsible for any damage that may occur.

Contractor is proposing to replace existing flat roof or other noted flat areas. Unless specifically asked for and outlined above, no work to alter or change the pitch (steepness) is being proposed. Therefore, contractor cannot be responsible for any standing water that may accumulate once the work is complete.

All work performed as per manufacturer's specifications. In addition to the material warranty, CenCal Roofing provides a 5-year workmanship guarantee on all labor. We are fully covered by **Workers Comp and Liability insurance**. Please note: If present, solar to be removed & reinstalled by others. Satellite will be removed & reinstalled by us if it's located on the roof; however, customer is responsible for charges to have it re-aligned by others. Customer is responsible for providing power during re-roofing.

Customer is responsible for obtaining any necessary permits that are required by the city.

Please note: During roofing process, all vehicles/RVs on the above mentioned property need to be parked a safe distance away to avoid dirt, dust or debris.

If you would like to view samples, our showroom hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

If you would like to accept this proposal, please initial at price, sign below and return the original to us (keep the copy for your records). By signing, you agree to the work detailed above and to the terms outlined in this proposal. Contractor is not responsible for dry rot or termite damage found in the existing roof structure, unless otherwise noted. If it is determined that additional work is required after the existing roof is removed, contractor will contact owner to approve needed repairs. If owner is unreachable, contractor will document the damage before completing the repairs and the additional expense will be added to the final invoice. Owner promises to pay or cause to be paid to the Contractor in consideration therefore the sum noted and initialed above.

Owner shall pay Contractor the fixed sum of \$ _____ for the work to be performed under this Contract, subject to additions and deductions pursuant to change orders agreed upon in writing by the parties. Payment is due in full upon completion of the job. Please make arrangements to have payment available on the day of completion for pick up by job foreman or company owner.
Approximate Start Date: _____. Approximate Completion Date: _____.
Date is determined by date of signature accepting agreement.

Property Owner or Representative's Signature Date

Contractor's Signature Date
License No. 369343

Proposal price may change if not accepted within thirty working days.

You are entitled to a complete filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

Section 7018.5 of the Business and Professions Code requires that each contractor licensed under this chapter, prior to entering into a contract with an owner for work specified as home improvement they must give a copy of the following "Notice to "Owner" to the owner, the owner's agent, or the payer. The failure to provide this notice as required shall constitute grounds for disciplinary action.

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity which helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder, which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

To ensure extra protection for yourself and your property, you may wish to take one or more of the following steps:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. You will be responsible for the additional cost of the bond. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in section 3262 of the civil code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving

CenCal Roofing - Notice of Right to Cancel

Dated: _____

You, the buyer, may cancel this transaction, without penalty or obligation, within three days from the above date. You may cancel this transaction by e-mailing, mailing, faxing or delivering a signed and dated copy of this cancellation notice to:

**CenCal Roofing
2030 Main Street
Morro Bay, CA 93442,**

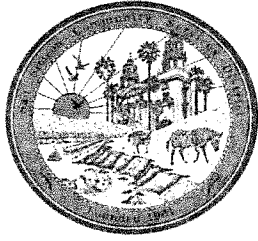
No later than midnight of _____ after you have received signed and dated copy of this contract and have accepted the terms of the contract by signing in turn.

I, _____ hereby cancel this transaction _____.
(Buyers signature) (Date)

Cancellation after the 3-day period may be charged at a 10% cancellation fee.

6. BUSINESS ITEMS

- E. Consideration of approval of the proposal for the Potable Water Reservoir Engineering Design from Phoenix Engineering.**



BUSINESS ACTION ITEM STAFF REPORT

Item 6.E. Consideration of approval potable water reservoir engineering design project from Phoenix Engineering.

**As not to delay the distribution of the Board packet, the proposal from Phoenix Engineering will be distributed on Friday June 8, 2018. Once the proposal is available it will be emailed to persons that are on the Board packet email distribution list and posted on the District website.



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

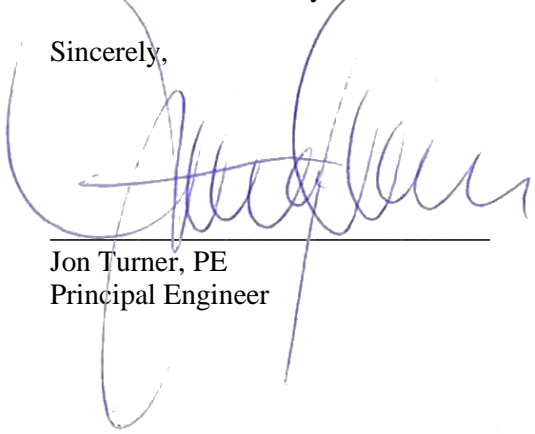
San Simeon Community Services District – Potable Water Reservoir – Engineering Design Proposal

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

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%.