

Board of Directors San Simeon Community Services District



BOARD PACKET

**Wednesday, October 14, 2020
Regular Meeting 3:00 pm**

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

Prepared by:



GRACE
ENVIRONMENTAL SERVICES

Board Meeting Brown Act Check Sheet

Does the agenda have the correct:

Meeting location

Meeting time

Is the agenda posted 72 hours prior to the Regular meeting

Posting 1 District Office

Posting 2 Corner Store

Posting 3 Chamber of Commerce

Is the agenda on the website 72 hours prior to the Regular meeting

Has the Board Packet been distributed to the Board

At the time of Packet Distribution to the Board has the Packet Been:

Distributed to the individuals / entities on the Distribution List

Loaded on the Website

Budget Committee Meeting

Does the agenda have the correct:

Meeting location

Meeting time

Is the agenda posted 72 hours prior to the Regular meeting

Posting 1 District Office

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Water Committee Meeting

Does the agenda have the correct:

Meeting location

Meeting time

Is the agenda posted 72 hours prior to the Regular meeting

Posting 1 District Office

Posting 2 Corner Store

Posting 3 Chamber of Commerce

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AGENDA
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, October 14, 2020
3:00 pm

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

Internet Meeting Location

Join Zoom Meeting

<https://us02web.zoom.us/j/9270537206?pwd=RDNNcTErb2E1TmswRG51WGNEZVJLQT09>

Meeting ID: 927 053 7206

Password: 114376

One tap mobile

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

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

Time: October 14, 2020 03:00 PM Pacific Time

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

1. REGULAR SESSION: 3:00 PM

A. Roll Call

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Public Comment - Any member of the public may address the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda. Presentations are limited to three (3) minutes or less with additional time at the discretion of the Chair. Your comments should be directed to the Board as a whole and not directed to individual Board members. The Brown Act restricts the Board from taking formal action on matters not published on the agenda.

3. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS:

i. **Sheriff's Report** – Report for September.

- ii. **Superintendent's Report** – Summary of September activities.
- iii. **General Manager's Report** – Summary of September Activities.
- iv. **District Financial Summary** – Summary of September Financials.
- v. **District Counsel's Report** – Summary of September Activities.

B. BOARD OF DIRECTORS AND COMMITTEE REPORTS:

C. SPECIAL PRESENTATION:

D. PUBLIC COMMENTS ON SPECIAL PRESENTATIONS AND REPORTS:

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

4. CONSENT AGENDA ITEMS:

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

A. Review and approval of Minutes for the Regular Meeting on September 9, 2020.

B. Review and approval of Disbursements Journal.

5. BUSINESS ACTION ITEMS:

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

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

B. Discussion and Consideration of security camera installation; not to exceed the amount of \$35,000.

C. Authorization of the General Manager to obtain Harbor Offshore Inc. to perform the ocean outfall and water reservoir inspection; not to exceed the amount of \$13,307.00.

D. Authorization of the General Manager to obtain Dechance to perform the water valve replacement; not to exceed the amount of \$11,520.00.

E. Authorization of the General Manager to obtain Mission Paving Inc. to perform street repairs; not to exceed the amount of \$50,000.00.

F. Approval of Revocable Encroachment License Agreement with Hearst Holdings, Inc.

G. Discussion regarding acceptance of utility easement A.P.N. 013-091-032.

H. Discussion and Consideration related to the Water Service Moratorium and water waitlist.

I. Adoption of Resolution 20-426 establishing a waitlist for water, sewer and service allocations.

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

7. CLOSED SESSION –

A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (Number of cases: 1 – Manish Gupta)

8. 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. SUPERINTENDENT REPORT
Jerry Copeland
Facilities Update for September 2020



SUPERINTENDENT'S REPORT

Item 3.A.ii

Prepared by: Jerry Copeland

1. Wastewater Treatment Plant

- All sampling, testing and reporting at the Wastewater Treatment Plant was performed as required by the RWQCB.
- The base and motor coupling were replaced Equalization Basin #1.
- Repairs were made to the cooling system on the WWTP stand by generator.
- One load of sludge was hauled away.

2. Water Treatment and Distribution System

- All routine sampling and testing was performed. The monthly report was submitted to the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW).
- On Sunday morning September 27, 2020 just before 8:30 am staff received calls from residents reporting low water pressure. There was also an alarm call from the SCADA system of a "low reservoir level" condition. It was reported by a passerby that a car hit and removed a fire hydrant at 9190 Castillo Drive. Staff responded and isolated the hydrant. In the early afternoon the next day a new hydrant was installed and put into service.
- A broken isolation valve in the street at 9221 Balboa Ave was replaced.
- Staff received the SWRCB DDW Sanitary Survey Report from the site survey visit that occurred in November 2019. Recommendations were made and staff is following up on them.
- Routine maintenance was performed on the R.O. unit.
- Monthly water meter reading was performed.

3. District and Equipment Maintenance

- Staff continues with all of the scheduled preventive maintenance for all the equipment at the facilities. We are recording all these activities.

San Simeon Community Services District

Superintendent's Report

September 2020

MONTHLY DATA REPORT

Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells		Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
											1	2					
09/01/20	Tuesday	56,110	56,690	70,836	0	70,836	0	0	0	-	-	-	0	10.7	10.5	0.00	1,363
09/02/20	Wednesday	43,673	44,390	75,698	1,795	77,493	0	0	0	-	-	-	0	10.8	10.5	0.00	1,409
09/03/20	Thursday	64,155	63,470	64,328	0	64,328	0	0	0	-	-	-	0	10.8	10.7	0.00	1,774
09/04/20	Friday	56,350	61,530	46,002	65,600	111,602	0	0	0	-	-	-	0	10.9	10.7	0.00	2,752
09/05/20	Saturday	91,784	91,500	82,355	0	82,355	0	0	0	-	-	-	0	11.0	10.8	0.00	2,090
09/06/20	Sunday	113,282	110,520	673	145,935	146,608	0	0	0	-	-	-	0	11.0	10.9	0.00	3,510
09/07/20	Monday	76,324	81,210	72,855	38,672	111,527	0	0	0	-	-	-	0	-	-	0.00	3,765
09/08/20	Tuesday	80,092	63,310	0	69,863	69,863	0	0	0	-	-	-	0	-	-	0.00	3,177
09/09/20	Wednesday	51,381	64,650	63,206	0	63,206	0	0	0	-	-	-	0	11.3	11.1	0.00	1,579
09/10/20	Thursday	64,335	64,230	0	63,356	63,356	0	0	0	-	-	-	0	11.5	11.2	0.00	1,346
09/11/20	Friday	45,861	49,250	67,918	0	67,918	0	0	0	-	-	-	0	11.3	11.1	0.00	1,176
09/12/20	Saturday	80,897	82,310	0	80,260	80,260	0	0	0	-	-	-	0	11.3	11.1	0.00	1,254
09/13/20	Sunday	63,434	67,990	72,107	0	72,107	0	0	0	-	-	-	0	11.3	11.1	0.00	3,088
09/14/20	Monday	61,497	61,200	0	70,761	70,761	0	0	0	-	-	-	0	11.3	11.0	0.00	2,268
09/15/20	Tuesday	47,596	51,580	66,048	0	66,048	0	0	0	-	-	-	0	11.3	11.0	0.00	1,506
09/16/20	Wednesday	57,591	60,290	0	64,104	64,104	0	0	0	-	-	-	0	11.3	11.1	0.00	1,517
09/17/20	Thursday	33,858	36,560	67,470	0	67,470	0	0	0	-	-	-	0	11.3	11.2	0.00	1,579
09/18/20	Friday	56,453	59,170	0	73,304	73,304	0	0	0	-	-	-	0	11.4	11.3	0.00	1,560
09/19/20	Saturday	79,457	83,020	79,064	0	79,064	0	0	0	-	-	-	0	11.4	11.2	0.00	1,410
09/20/20	Sunday	64,601	68,300	0	75,249	75,249	0	0	0	-	-	-	0	11.4	11.2	0.00	2,967
09/21/20	Monday	49,062	40,870	65,974	0	65,974	0	0	0	-	-	-	0	11.4	11.4	0.00	2,808
09/22/20	Tuesday	54,622	55,630	0	65,899	65,899	0	0	0	-	-	-	0	11.4	11.4	0.00	1,852
09/23/20	Wednesday	44,495	49,810	66,048	0	66,048	0	0	0	-	-	-	0	11.4	11.4	0.00	760
09/24/20	Thursday	49,426	46,840	0	66,273	66,273	0	0	0	-	-	-	0	11.5	11.5	0.00	1,894
09/25/20	Friday	62,356	64,340	70,910	0	70,910	0	0	0	-	-	-	0	11.5	11.5	0.00	1,127
09/26/20	Saturday	81,565	84,210	37,699	75,922	113,621	0	0	0	-	-	-	0	11.5	11.5	0.00	2,063
09/27/20	Sunday	57,485	69,260	84,300	0	84,300	0	0	0	-	-	-	0	-	-	0.00	3,712
09/28/20	Monday	62,837	61,810	0	67,918	67,918	0	0	0	-	-	-	0	11.6	11.6	0.00	2,666
09/29/20	Tuesday	54,841	57,390	67,993	7,106	75,099	4,387	2,740	1,647	-	-	-	0	11.6	11.6	0.00	1,178
09/30/20	Wednesday	52,965	55,740	0	68,068	68,068	0	0	0	-	-	-	0	11.7	11.7	0.00	1,230
TOTALS		1,858,385	1,907,070	1,221,484	1,100,084	2,321,568	4,387	2,740	1,647				0			0.00	60,380
Average		61,946	63,569	40,716	36,669	77,386	146	91	55	0	0	0	0	11.3	11.2	0.00	2,013
Minimum		33,858	36,560	0	0	63,206	0	0	0	0	0	0	0	10.7	10.5	0.00	760
Maximum		113,282	110,520	84,300	145,935	146,608	4,387	2,740	1,647	0	0	0	0	11.5	11.7	0.00	3,765

DATA SUMMARY SHEET

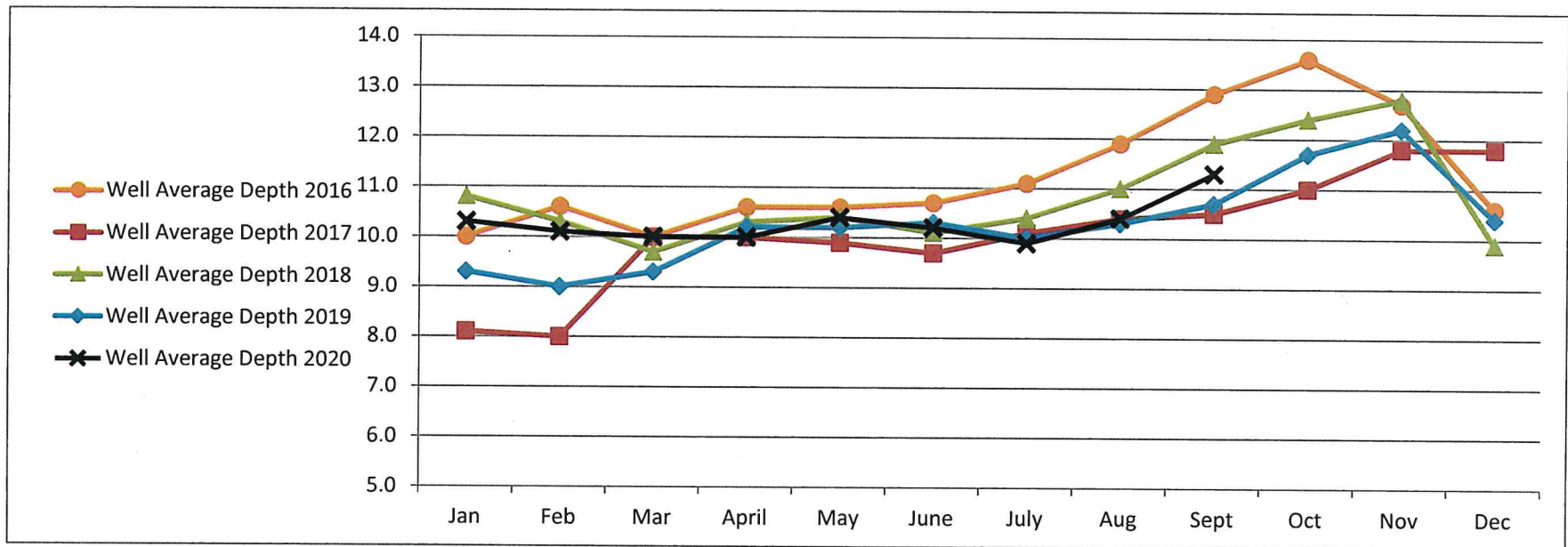
2020													
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total for 2020
Wastewater Influent	2,215,755	1,971,958	1,944,913	1,583,618	1,850,716	2,266,319	2,341,110	2,516,424	1,858,385				18,549,198
Wastewater Final Effluent (Month Cycle)	2,168,690	1,922,920	1,846,450	1,555,350	1,707,500	2,045,070	2,304,980	2,397,730	1,907,070				17,855,760
Adjusted Wastewater Influent (- State Flow)	1,958,507	1,780,122	1,818,999	1,500,460	1,748,006	2,201,429	2,262,301	2,440,274	1,798,005				17,508,103
Water Produced (month cycle)	1,843,670	1,872,693	1,514,688	1,215,724	1,962,303	2,261,129	2,673,502	2,726,684	2,321,568				18,391,962
Sewer Influent/Water Produced Ratio	1.20	1.05	1.28	1.31	0.94	1.00	0.88	0.92	0.80				N/A
Adusted Sewer/Water Produced Ratio	0.94	0.95	1.20	1.24	0.89	0.91	0.85	0.90	0.78				N/A
Well 1 Water Production	1,841,426	403,172	3,665	5,685	5,535	1,653,903	2,592,867	2,724,740	1,221,484				10,452,477
Well 2 Water Production	2,244	1,469,521	1,511,023	1,210,040	1,956,768	607,226	80,634	1,945	1,100,084				7,939,485
Total Well Production	1,843,670	1,872,693	1,514,688	1,215,724	1,962,303	2,261,129	2,673,502	2,726,684	2,321,568				18,391,962
Water Well 1 Avg Depth to Water	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.5	11.3				N/A
Water Well 2 Avg Depth to Water	10.2	10.0	9.9	9.9	10.3	10.1	9.8	10.3	11.2				N/A
Average Depth to Water of Both Wells	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3				N/A
Change in Average Depth to Water from 2019	+1.0	+1.1	+0.7	-0.2	+0.2	+0.1	+0.1	+0.1	+0.6				N/A
Average Chloride mg/L at the Wells	32	32	32	-	-	-	-	-	-				N/A
State Wastewater Treated	257,248	191,836	125,914	83,158	102,710	64,890	78,809	76,150	60,380				1,041,095
State % of Total WW Flow	12%	10%	7%	5%	6%	3%	3%	3%	3%				N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0				0
Biosolids Removal (Gallons)	4,500	9,000	9,000	0	4,500	4,500	9,000	0	4,500				45,000
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0				0
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0				0
Constituent Exceeded	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
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				N/A
2019													
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total for 2019
Wastewater Influent	2,974,678	2,978,722	3,279,598	2,517,042	2,622,942	2,407,688	2,798,408	2,948,183	2,466,442	2,409,305	2,067,815	2,722,375	32,193,198
Wastewater Final Effluent (Month Cycle)	2,921,320	2,950,740	3,186,710	2,456,140	2,464,900	2,553,710	3,022,860	2,737,320	2,323,010	2,323,340	1,984,940	2,611,160	31,536,150
Adjusted Wastewater Influent(- State Flow) *	2,599,672	2,540,371	2,840,773	2,267,805	2,227,432	2,089,028	2,339,678	2,543,256	2,152,297	2,116,543	1,802,882	2,355,957	27,875,694
Water Produced (month cycle)	1,849,654	1,643,730	2,013,823	2,212,060	2,175,858	2,456,058	2,832,302	2,609,472	2,373,404	2,390,682	2,001,947	1,865,437	26,424,428
Sewer Influent/Water Produced Ratio	1.61	1.81	1.63	1.14	1.24	0.98	1.09	1.13	1.04	1.01	1.03	1.46	N/A
Adusted Sewer/Water Ratio	1.41	1.55	1.41	1.03	1.06	0.85	0.91	0.98	0.91	0.86	0.90	1.26	N/A
Average Depth of Both Wells	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4	N/A
Change in Average Depth to Water from 2018	-1.5	-1.3	-0.4	-0.1	-0.2	+0.2	-0.4	-0.8	-1.3	-0.7	-0.6	+0.5	N/A
Average Chloride mg/L at the Wells	55	44	44	46	46	38	38	38	38	32	32	32	N/A
State Wastewater Treated	375,006	438,351	438,825	294,237	395,510	318,660	458,730	404,927	314,145	292,762	264,933	366,418	4,362,504
State % of Total WW Flow	13%	15%	13%	12%	15%	13%	16%	14%	13%	12%	13%	14%	N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	4,500	0	9,000	9,000	4,500	9,000	9,000	4,500	4,500	4,500	0	4,500	63,000
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Constituent Exceeded	None	None	None	None	None	None	None	None	None	None	None	None	N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

San Simeon Community Services District

Superintendent's Report

September 2020

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Well Average Depth 2016	10.0	10.6	10.0	10.6	10.6	10.7	11.1	11.9	12.9	13.6	12.7	10.6
Well Average Depth 2017	8.1	8.0	10.0	10.0	9.9	9.7	10.1	10.4	10.5	11.0	11.8	11.8
Well Average Depth 2018	10.8	10.3	9.7	10.3	10.4	10.1	10.4	11.0	11.9	12.4	12.8	9.9
Well Average Depth 2019	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
Well Average Depth 2020	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3			



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



GENERAL MANAGER'S REPORT

Item 3.A.iii

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

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

Staff also attended to the following items:

- Responded to twelve (12) public records requests.
 - Prepared the agenda for the October 15, 2020 Budget Committee Meeting.
 - Continued assisting members of the community with questions related to Median Household Income for the Disadvantaged Community Survey.
 - Mailed requests for qualifications (RFQ) related to California Environmental Quality Act (CEQA) to twenty (20) companies located throughout the state of California.
 - Met with security camera installation companies to identify critical locations and discuss community needs for safety.
 - Updated and added new features to the district website regarding ADA compliance.
 - Worked with Simply Clear Marketing to begin uploading Board meeting recordings from 2004-2020 onto the District website.
-

Update on District Grants:

Prop. 1 Grant: There are no updates on this item.

NFWF Grant: There are no updates on this item.

Coastal Commission LCP Amendment Grant: There are no updates on this item.

OPC Grant: There are no updates on this item.

Update on District Projects:

Disadvantaged Community Survey (MHI) – Staff has been in contact with SUSP. As of the week of August 24, 2020 SUSP is prepared and distributed on a fourth mailing

to determine if San Simeon will qualify to be a *Severe Disadvantaged Community*. Staff will continue to work with SUSP and provide progress updates to the Board.

LAFCO Solid Waste Power – RRM Design has been in contact with LAFCO and anticipates this item being on their November meeting agenda. Staff will keep the Board updated as more information becomes available.

Water Tank Project Update – The tank portion of the Master Plan Phase 1 design is 90% complete and staff is currently waiting for copies of the design and specification expected from Phoenix Engineering.

3. A. iv. DISTRICT FINANCIALS
Cortney Murguia
September 30, 2020

SAN SIMEON COMMUNITY SERVICES DISTRICT



3.A.iv FINANCIAL SUMMARY

Billing September 30, 2020

August Billing Revenue	\$	118,636.68
September Billing Revenue	\$	86,431.18
Past Due (60+ days)	\$	18,854.58

ENDING BANK BALANCES

September 30, 2020

PACIFIC PREMIER BANK:

Money Market Account Closing Balance August 31, 2020	\$	1,167,450.11
Interest for September	\$	191.42
Money Market Account Closing Balance September 30, 2020	\$	1,167,641.53
Reserve Fund		(250,000.00)
Wait-list Deposits		(70,836.00)
Customer Deposits		(9,250.00)
Available Funds	\$	<u>837,555.53</u>
General Checking Account September 30, 2020	\$	93,688.06
LAIF Closing Balance September 30, 2020	\$	557.83
Interest Money Market Account 2019	\$	22,529.11
*Interest Money Market Account 2020	\$	11,626.56

Balance Sheet

As of September 30, 2020

Sep 30, 20

ASSETS

Current Assets

Checking/Savings

1010 · Petty cash	150.00
1015 · Pacific Prem - General Checking	92,961.01
1017 · Pacific Premier-Money Market	1,167,832.95
1040 · Cash in county treasury	108.33
1050 · LAIF - non-restricted cash	557.83

Total Checking/Savings	1,261,610.12
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Other Current Assets

1200 · Accounts receivable	150,006.89
1300 · Prepaid expenses	9,719.50

Total Other Current Assets	159,726.39
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Total Current Assets	1,421,336.51
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Fixed Assets

1400 · Fixed assets

1420 · Building and structures	395,874.73
1500 · Equipment	329,437.01
1540 · Major Water Projects	190,360.90
1560 · Pipe bridge	28,075.58
1580 · Sewer plant	1,488,555.08
1600 · Water system	550,390.00
1620 · WWTP expansion	299,565.92
1630 · Tertiary Project	262,932.67
1640 · Wellhead Rehab Project	450,827.53
1650 · Walkway access projects	26,791.00
1660 · RO Unit	931,966.97
1670 · Reservoir / Water Tanks	231,335.68
1680 · Generator	29,101.14

Total 1400 · Fixed assets	5,215,214.21
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1690 · Accumulated depreciation	-2,564,984.93
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Total Fixed Assets	2,650,229.28
--------------------	--------------

TOTAL ASSETS	<u>4,071,565.79</u>
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LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

2500 · Customer security deposits	9,200.00
2510 · Connect hookup wait list	70,944.00
2520 · USDA Loan	443,122.00

Total Other Current Liabilities	523,266.00
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Total Current Liabilities	523,266.00
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Total Liabilities	523,266.00
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SAN SIMEON COMMUNITY SERVICES DISTRICT

Balance Sheet

As of September 30, 2020

Sep 30, 20

Equity

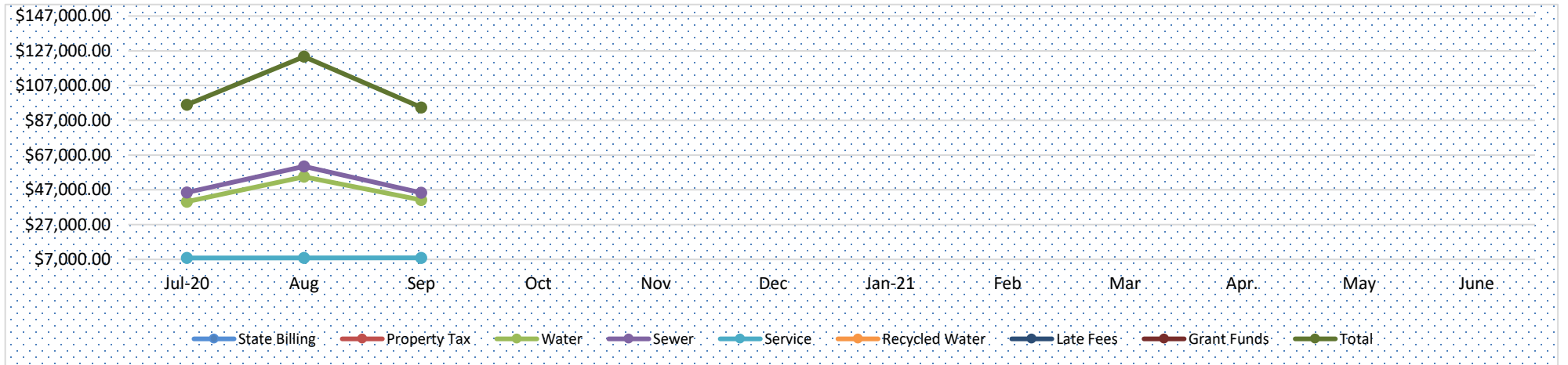
3200 · Fund balance	2,501,237.34
3201 · BOD designated - water improve	53,618.00
3202 · BOD designated-WW improvement	53,315.00
3203 · BOD designated-gen fund improve	15,065.00
3204 · BOD designated for reserves	250,000.00
3205 · BOD designated for customer dep	78,950.00
3206 · Unrestricted net equity	576,332.00
3900 · Suspense	-11.97
Net Income	19,794.42

Total Equity 3,548,299.79

TOTAL LIABILITIES & EQUITY 4,071,565.79

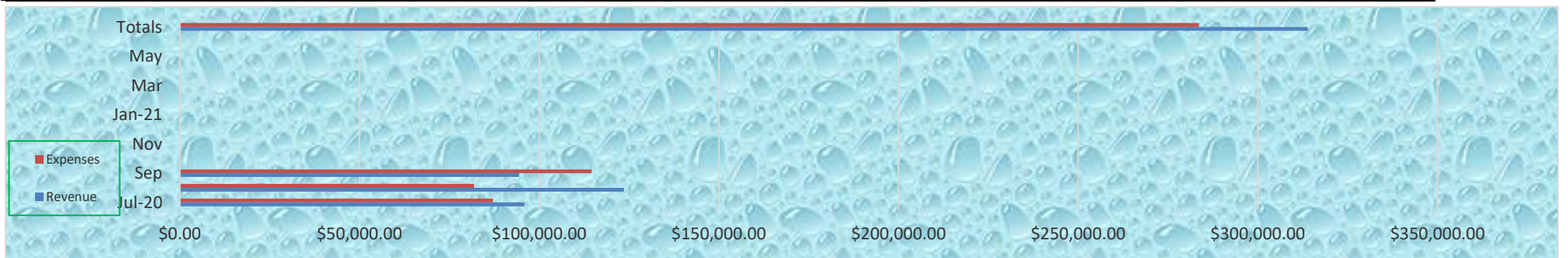
DISTRICT REVENUE FY 2020/2021

	Jul-20	Aug	Sep	Oct	Nov	Dec	Jan-21	Feb	Mar	Apr.	May	June	Totals
State Billing													\$0.00
Property Tax	\$2,336.92	\$751.11	\$11.88										\$3,099.91
Water	\$40,209.97	\$54,512.44	\$41,179.63										\$135,902.04
Sewer	\$45,546.00	\$60,488.59	\$45,320.14										\$151,354.73
Service	\$7,830.48	\$7,834.18	\$7,910.24										\$23,574.90
Recycled Water													\$0.00
Late Fees	\$0.00	\$0.00	\$0.00										\$0.00
Grant Funds	\$0.00	\$0.00	\$0.00										\$0.00
Total	\$95,923.37	\$123,586.32	\$94,421.89										\$313,931.58
Water Sold Cu Ft	292033	387244	297886										977163
Water Sold Acre ft	6.70	8.89	6.84										22.43



REVENUE VS EXPENSES

	Jul-20	Aug	Sep	Oct	Nov	Dec	Jan-21	Feb	Mar	Apr.	May	June	Totals
Revenue	\$95,923.37	\$123,586.32	\$94,421.89										\$313,931.58
Expenses	\$87,144.37	\$81,902.63	\$114,623.38										\$283,670.38
Balance	\$8,779.00	\$41,683.69	(\$20,201.49)										\$30,261.20



**SAN SIMEON COMMUNITY SERVICES
HISTORICAL FISCAL REVIEW**

FY 2017/2018

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

FY 2018/2019

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

FY 2019/2020

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$25,528.71			\$22,455.35			\$15,776.54			\$7,016.19	\$70,776.79
Property Tax	\$1,218.61	\$2,752.21	\$3,126.48	\$5,305.64	\$6,019.52	\$23,503.23	\$13,612.60	\$5,282.91	\$2,659.00	\$15,436.18	\$9,385.45	\$916.22	\$89,218.05
Water	\$41,718.97	\$39,623.52	\$40,324.01	\$43,808.36	\$32,208.00	\$23,432.56	\$33,732.14	\$34,067.23	\$24,268.55	\$17,909.86	\$28,582.31	\$36,460.31	\$396,135.82
Sewer	\$48,137.21	\$45,503.27	\$45,161.69	\$48,244.57	\$34,916.02	\$26,527.95	\$39,321.56	\$39,368.21	\$27,637.52	\$19,243.28	\$29,934.22	\$37,683.06	\$441,678.56
Service	\$7,113.60	\$7,045.20	\$7,079.40	\$7,451.10	\$7,489.26	\$7,344.54	\$7,525.44	\$7,453.08	\$7,489.26	\$7,489.26	\$7,489.26	\$7,453.08	\$88,422.48
Recycled Water													\$0.00
Late Fees	\$1,957.04	\$2,399.24	\$1,407.87	\$468.45	\$316.84	\$1,136.41	\$237.28	\$307.96	\$2,793.44	\$5,540.71	\$4,647.78	\$3,802.45	\$25,015.47
Grant Funds			\$8,750.00	\$167,376.61						\$1,485.90		\$8,369.50	\$185,982.01
Revenue	\$100,145.43	\$97,323.44	\$122,628.16	\$105,278.12	\$80,949.64	\$104,400.04	\$94,429.02	\$86,479.39	\$80,624.31	\$65,619.29	\$80,039.02	\$93,331.31	\$1,111,247.17
Expense	\$90,205.84	\$67,705.50	\$94,401.58	\$97,595.50	\$87,822.01	\$86,173.97	\$85,716.44	\$75,643.11	\$62,582.54	\$73,942.83	\$90,232.61	\$79,762.52	\$991,784.45
Balance	\$9,939.59	\$29,617.94	\$28,226.58	\$7,682.62	(\$6,872.37)	\$18,226.07	\$8,712.58	\$10,836.28	\$18,041.77	(\$8,323.54)	(\$10,193.59)	\$13,568.79	\$119,462.72
Water Sold Cu Ft	336845	319458	323518	329822	242893	179311	260006	261505	185972	137196	217871	274085	3,068,482
Water Sold Acre f	7.73	7.33	7.43	7.57	5.58	4.12	5.97	6.00	4.27	3.15	5.00	6.29	70.44

4. CONSENT AGENDA

- A. Review and approval of Minutes for the Regular Meeting on September 14, 2020.**

MINUTES
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
Wednesday, September 9, 2020
3:00 pm

Internet Meeting Location

1. REGULAR SESSION: 3:00 PM

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

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Henry Krzciuk commented on the General Manager's report and stated that the public had not been emailed the board packet 72 hours before the meeting.

3. SPECIAL PRESENTATIONS AND REPORTS: None

A. STAFF REPORTS:

- i. **Sheriff's Report** – No report was presented.
- ii. **Superintendent's Report** – Charlie Grace provided a summary of August activities.
- iii. **General Manager's Report** – Charlie Grace provided a summary of August Activities.
- iv. **District Financial Summary** – Cortney Murguia provided a summary of the monthly financials.
- v. **District Counsel's Report** – Natalie Frye Laacke provided a Summary of August Activities.

B. BOARD OF DIRECTORS AND COMMITTEE REPORTS: None

C. SPECIAL PRESENTATION: None

D. PUBLIC COMMENTS ON SPECIAL PRESENTATIONS AND REPORTS:

Mary Webb, President of Greenspace, asked several questions related to the General Manager's report.

Henry Krzciuk requested information related to the RO building and the California Ranchland Trust.

4. CONSENT AGENDA ITEMS:

A. Review and approval of Minutes for the Regular Meeting on July 8, 2020.

B. Review and approval of Minutes for the Regular Meeting on August 12, 2020.

Chairperson Kellas pointed out a minute discrepancy with the minutes.

C. Review and approval of Minutes for the Special Meeting Closed Session on August 17, 2020.

D. Review and approval of Disbursements Journal.

Chairperson Kellas inquired as to why the electrical charge overage is so high. Charlie Grace cited blower 4 as the culprit.

Henry Krzciuk and Charlie Grace discussed the electrical increase.

Motion: Chairperson Kellas

Second: Vice Chairperson Russell

Vote: 5/0

Roll Call:

Kellas: Yes

Russell: Yes

Carson: Yes

Maurer: Yes

De la Rosa: Yes

5. BUSINESS ACTION ITEMS:

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

Chairperson Kellas made a motion to table this matter until the next board meeting.

B. Discussion related to obtaining information about the District becoming part a County Services Area (CSA). – request from Julie Tacker

Henry Krzciuk seeked an outside firm to conduct a cost analysis.

Julie Tacker pointed out the importance of the voter rights act.

Mike Hanchett commended the current staff and stated that local control was needed.

Chairperson Kellas echoed Mike Hanchett's commentary.

Mary Webb and Chairperson Kellas deliberated about the San Simeon Hearst Conservation Easement.

C. Discussion and Consideration related to the Water Service Moratorium and request from owner of APN 013-071-009 Robert Hather.

Vice Chairperson Russell, Chairperson Kellas, and Charlie Grace discussed CEQA, opening the waitlist and what the effect would be. Charlie Grace explained the waitlist and that giving each entity 25 acre feet a year to satisfy their needs there will still be a water surplus.

Mary Webb and Robert Hather discussed the Water Service Moratorium. Mary Webb asked for this topic to be moved to the next meeting. Robert Hather read a letter authored by Bill Walter.

Henry Krzciuk cited Ordinance 117, from several years ago, questioning what has changed in our water supply. Mike Hanchett responded that an engineer examined the situation.

Mary Webb advised the board to have more data such as a “full blown environmental impact report” before making a decision to open the waitlist.

David Sansone urged the board to move forward with the moratorium and let the county sort it out. He further discussed the Heart Conservation Easement by recommending the board continue the current effort of working with the rangeland trust.

The effects of lifting the moratorium in absence of further discussion was discussed.

It was clarified that each board member should be doing their own research into the subject matter.

Chairperson Kellas directed staff to review the ordinance repeal, verify that we have sufficient water, and develop a process that can be put in place to move forward. The board had no objections.

D. Discussion related to graffiti and vandalism on Pico Avenue beach access and the installation of cameras in San Simeon.

Director de la Rosa asked to discuss the camera placement. He cites Balboa Avenue as a problem area that also needs monitoring.

Cortney Murguia commented that all questions currently on the table for this topic are already being researched and they will be addressed at the next meeting.

Mike Hanchett expressed that, in his opinion, the implementation of cameras sends a message that San Simeon is an unsafe community.

E. Authorization for Staff and or Chairperson to write a letter to Board of Supervisors recommending appointment of Daniel de la Rosa to the Board.

Motion: Chairperson Kellas

Second: Vice Chairperson Russell

Vote: 4/1

Abstain: Director De la Rosa

Roll Call:

Kellas: Yes Russell: Yes Carson: Yes Maurer: Yes De la Rosa: Abstained

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

Chairperson Kellas requested Senate Bill 1 (SB1) to be added to the next agenda. More specifically Chairperson Kellas seeked discussion on implementing a pedestrian bridge across the overpass.

Vice Chairperson Russell asked that our district counsel investigate if the voter law applies to our minimum sized community.

Vice Chairperson Russell suggested that a parking restrictions discussion be added to the agenda.

7. ADJOURN FOR CLOSED SESSION @ 4:50 PM

8. RECONVENE TO OPEN SESSION – 6:11 PM

No reportable action was taken regarding this matter.

9. ADJOURNMENT @ 6:13 PM

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4. CONSENT AGENDA

B. Review and approval of Disbursements Journal.

SAN SIMEON COMMUNITY SERVICES DISTRICT

Disbursements Journal

October 2020

Type	Date	Num	Name	Memo	Paid Amount
September Disbursements made after BOD meeting:					
Bill Pmt -Check	09/17/2020	2491	Simply Clear Marketing & Media	Website project - add digital archive board meetings from 2004 through 2019. Inv 30922 dated 9/17/2020.	-3,400.00
Check	09/23/2020	Elec Pymt	USDA Loan Repayment	Semi-annual USDA loan payment (principal and interest).	-10,345.00
October 2020 Disbursements:					
Paycheck	10/14/2020	2088	DANIEL de la ROSA	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2089	GWEN KELLAS	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2090	JOHN K RUSSELL	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2091	WILLIAM E MAURER	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2092	WILLIAM J CARSON	Board Service September 2 through October 1, 2020.	-92.35
Bill Pmt -Check	10/14/2020	2093	Adamski Moroski Madden Cumberland & Green	Legal services. Service period through 7/31/2020. Inv 51342 dated 08/21/2020.	-9,939.00
Bill Pmt -Check	10/14/2020	2094	Adamski Moroski Madden Cumberland & Green	Legal services. Service period through 8/31/2020. Inv 51771 dated 09/25/2020.	-7,847.50
Bill Pmt -Check	10/14/2020	2095	Ferguson Enterprises LLC	Fire hydrant replacement on Avonne Ave To be billed to insurance of driver who hit hydrant. Inv 8767048 dated 9/28/2020.	-2,497.88
Bill Pmt -Check	10/14/2020	2096	Kathleen Fry Bookkeeping Services	Bookkeeping services Sept 2020. Inv 2020-09-CSD dated 9/30/2020.	-1,320.00
Bill Pmt -Check	10/14/2020	2097	New Times	Public ad for on-call engineering. Inv 316884 dated 9/17/20.	-54.00
Bill Pmt -Check	10/14/2020	2098	Oliveira Environmental Consulting LLC	Prof Svcs related to reservoir proj; NFWF, Prop 1, OPC, other grant opportunities, and CSD tasks. Inv OEC-2020-033 dated 10/7/2020.	-1,760.00
Bill Pmt -Check	10/14/2020	2099	Phoenix Civil Engineering, Inc	Prof Svcs on Water Tank (Reservoir) Project through Aug 31, 2020. Inv 19431 dated 9/4/2020.	-12,095.00
Bill Pmt -Check	10/14/2020	2100	rrm design group	Solid waste authority planning services, coordinate with LAFCO. Inv 0440-02-0820 dated 9/16/2020.	-2,875.00
Bill Pmt -Check	10/14/2020	2101	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period Oct 21 - Nov 20, 2020. Inv 305943 dated 9/30/2020.	-400.00
Bill Pmt -Check	10/14/2020	2102	Wood Environment & Infrastructure Solutio	On-Call Grant Support Services through 08/28/2020. Inv S49834041 dated 09/21/2020.	-542.00
Bill Pmt -Check	10/14/2020	2103	Grace Environmental Services - GES	State mandated drinking water filter operations for period 12/01/2019 - 7/31/2020. Inv 1393 dated 8/17/2020.	-5,141.32
Bill Pmt -Check	10/14/2020	2104	Grace Environmental Services - GES	Operations Management, Electrical and Maintenance Fees Oct 2020. Inv 1396 dated 10/1/2020.	-54,197.38
Check	10/25/2020	Elec Pymt	CalPERS Fiscal Services Division	Retiree Health monthly premium for November 2020.	-353.08
Check	10/25/2020	Elec Pymt	CalPERS Fiscal Services Division	Unfunded Accrued Liability only - prepayment for November 2020. Cust. ID # 7226734344.	-1,317.97
Liability Check	10/26/2020	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks dated 10/14/2020	-76.50
TOTAL					-114,623.38

5. A. Business Items



BUSINESS ACTION ITEM STAFF REPORT

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

Summary:

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

Enc: Resolution 20-419

RESOLUTION NO. 20-419

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES: Carson, Kellas, Maurer

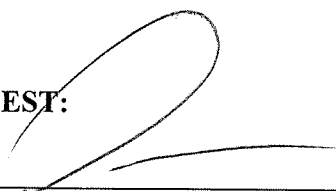
NOES: Russell
ABSENT: \emptyset
ABSTAINED: \emptyset

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



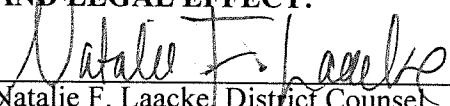
Gwen Kellas, acting Chairperson of the
Board of Directors

ATTEST:



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

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



Natalie F. Laacke, District Counsel

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5. B. Business Items



BUSINESS ACTION ITEM STAFF REPORT

Item 5.B. Discussion and Consideration of security camera installation; not to exceed the amount of \$35,000.

Over the last several years there have been sporadic instances of vandalism to the artwork located at the Pico Ave beach access and a burglary attempt at the District Office. Beginning in March 2020, there have been four (4) cases of reported vandalism. Current district policy is to contact the sheriff department when vandalism occurs, so their office can file a report and document the damage. In August, the responding officer suggested the district may wish to consider camera installation at various locations within the community. The proposed locations are the District Office, the Wastewater Treatment Plant, Pico Avenue beach access, and strategic street lights throughout the community. In addition to the vandalism in the community, on September 27, 2020 there was also an incident that caused destruction of a fire hydrant.

In continuance of conversations that staff has had with the sheriff's department, seven companies were contacted to obtain bids for camera installation. Of these companies, three scheduled meetings, where they discussed and inspected camera installation areas. Two companies responded with written quotes and the third company, Secure Pro, declined to bid.

At this time, staff is asking that the Board approve the installation of cameras at both the District Office and at the Wastewater Treatment Plant. The Board may wish to direct staff to obtain additional information related to the monthly costs and potential agreements with PG&E related to installation of cameras on the street lights. The Board may also wish to direct staff not to further pursue the installation of cameras on the street lights due to long term costs to maintain the cameras and other feasibility issues.

Enc: Quote from Sentinel Security Solutions
Quote from Sentry Alarm Systems

**Proposal Obtained from
Sentinel Security Solutions**

Emma Reyes
San Simeon CSD
111 Pico Ave
San Simeon, CA 93452



Sentinel Security Solutions

750B Matti Rd
Pismo Beach, CA 93449

09/16/2020

CLIENT INFORMATION

Emma Reyes
emma@graceenviro.com
 San Simeon CSD
 111 Pico Ave
 San Simeon, CA 93452






COMPANY INFORMATION



Sentinel Security Solutions
justin@sentinelsecuritysolutions.com
 750B Matti Rd
 Pismo Beach, CA 93449

NAME/INFO	DESCRIPTION	UNIT PRICE	QTY	PRICE
-----------	-------------	------------	-----	-------

BID SPECS	JOB SPECS
-----------	-----------

 CLP Install	Commercial / Large Project crew to complete installation. Required for: any job with a rough/trim, Commercial Fire, Access Control, Advanced Networking / Point to Point devices	\$0.00	1	\$0.00
 Full Install	Install in 1 site visit	\$0.00	1	\$0.00
 No Trip Fee	No Trip Fee for Installation of New System!	\$0.00	1	\$0.00

EXTERIOR BUILDING	VIVOTEK CAMERA SYSTEM
-------------------	-----------------------

 Ubiquiti Kit	Ubiquiti Kit CAM261 Indoor/Outdoor airMAX® CPE Featuring a panel antenna and dual-polarity performance, the NanoStation®M is ideal for Point-to-MultiPoint (PtMP) applications requiring high-performance CPE devices with a sleek form factor. Creates a wireless bridge for point to point wireless camera connection. Requires line of sight between each Ubiquiti transmitted/receiver. Kit comes with 2 LocoM5. Includes mounting, hardware, connections, and programming. Each unit requires power in a weatherproof setting within 300ft from unit. Includes up to 300ft CAT5 standard wire run if needed. Outdoor CAT5 or Direct Burial CAT5 upgrade required if specialty wire is needed to accomplish connection.	\$495.00	8	\$3,960.00
 Additional Labor per Wire Run	Additional Labor needed in order to complete wire run. Needed for large buildings/homes, concrete walls, multiple levels, high ceilings. (adds 2 hours per wire run. Qty is to equal # wire runs)	\$170.00	13	\$2,210.00



3/4"
EMT
Surface
Run
Conduit
per 100ft

3/4" EMT Surface Run Conduit per up to 100ft (measured along wire path). Includes 10x10ft stick conduit, connectors, elbows, and 1 single gang junction box. Includes conduit only. Must select wire run seperately.

\$400.00 2 \$800.00



Rain
Tight
Outdoor
Junction
Box

Rain Tight Outdoor Junction Box
CAM020
Rain Tight outdoor Junction Box 12" x 12" x 8" . Used to house POE Switches, Ubiquiti power, POE Injectors, etc

\$150.00 8 \$1,200.00



5 Port
Switch
with 4
Port POE

5 Port Switch with 4 Port POE
CAM016
Delivers data and power over existing Ethernet cables to Power over Ethernet (PoE) devices such as Access Points and IP Cameras. It supports both PoE (802.3af) and PoE+ (802.3at) devices with a 31 Watt P oE budget. Plug and Play this sturdy metal switch for reliable high speed PoE networking.

\$200.00 8 \$1,600.00



Boom
Lift
Rental
(outdoor)

1 week 60ft 4wd boom lift rental coordinated by Sentinel Office. For outdoor or non-flat surface installations.

\$1,500.00 1 \$1,500.00



1-20 Semi-
Annual -
Camera
Maintenance
Plan

1-20 Semi-Annual - Camera Maintenance Plan
20 Camera Semi Annual Maintenance
Each scheduled maintenance cycle includes up to 2 hours of remote and onsite maintenance as specified below:
SEMI-ANNUAL

Remote Server Maintenance:
Update Firmware, Check System Log for warnings/errors, Check RAID hard drives for warnings/errors, Verify Recording properly, Confirm date and time are correct, Check playback settings.

Onsite Maintenance:
Physical Inspection, Dust and clean cameras, adjust camera focus, dust server, note any recommendations.

\$140.00 1 \$140.00

VERKADA CLOUD CAMERA'S



Three
Year

Three Year License - PER CAMERA
List Price \$499

\$399.00 13 \$5,187.00



**5MP 60
Day
Outdoor
Varifocal
Bullet**

Verkada 5MP 60 day retention Outdoor Varifocal Bullet Camera CB51-60E-
HW
List Price \$1799
Comment : Four corners of RO Building, Light Pole #9, #41, #42, #54, #53,
Light pole at Balboa and Vista Del Mar, waste management driveway, waste
management inside x 2

\$1,589.00 13 \$20,657.00

SUB TOTAL

\$37,254.00

CA SALES TAX

\$2,291.60

TOTAL \$39,545.60

TERMS AND AGREEMENT/CONTRACT

PAYMENT SCHEDULE

DUE UPON ACCEPTANCE

50.0%

\$19,772.80

FINAL PAYMENT

50.0%

\$19,772.80

Client Signature

	Total Amount
Date Time	\$39,545.60
09/16/2020	
01:49	Deposit Amount

\$19,772.80

LOCATION	SYSTEM	PACKAGE	DATE	COMMENT
_global			2020-09-03 20:03:02	All camera locations require electrical power outlet in weatherproof enclosure. Electrical power outlets will be installed by customer prior to Sentinel installation. This includes each pole cameras will be mounted to. High Speed Internet is required at RO Building and Waste Management Building with dedicated port for camera poe switch connections
Exterior Building	Verkada Cloud Camera's	5MP 60 Day Outdoor Varifocal Bullet	2020-09-03 19:51:26	Four corners of RO Building, Light Pole #9, #41, #42, #54, #53, Light pole at Balboa and Vista Del Mar, waste management driveway, waste management inside x 2

**Proposal Obtained from
Sentry Alarm Systems**



September 29, 2020

Emma Reyes
Administrative Assistant
Grace Environmental Services
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA. 93452

RE: Video Surveillance System Proposal – Streets (PAGE 1 of 2)

Greetings Emma,

We at Sentry Alarm appreciate the ongoing opportunity to meet the San Simeon Community Services District video surveillance needs. As per your request I’m submitting for your review and consideration this proposal to provide a new video surveillance system to monitor certain streets within your community.

This proposal entails Sentry Alarm to provide and install FIVE new cameras on the following street poles: #9, #41, #42, #53 and #54. These cameras will be new 6.0 megapixel bullet cameras with up to 270’ of LED IR and a fixed 4.0 mm lens with a horizontal field of view of 80 degrees. These cameras will be recorded 24/7 via a cellular transmitter (one per street pole).

This proposal is based upon the San Simeon Community Services District 1) obtaining the permit, if required, to allow Sentry Alarm to mount this proposed video surveillance system to each street pole listed and 2) to allow this proposed video surveillance system to continuously draw power from these street poles at no charge to Sentry Alarm.

PROVIDE & INSTALL:

- 5 – Alibi AC-VS-NS4036RE (6.0 MP 4mm bullet camera w/270ft of IR)
- 5 – MoFi MOFI4500-4GXeLTE-SIM4 (rugged enterprise router w/ embedded modem, LTE2)
- 5 – Altelix NFC121006VFA1C (12x10x6 vented fiberglass weatherproof NEMA Enclosure w/ cooling fan, 120VAC outlets, power cord, stainless steel pole mount and trapped key lock set)
- 1 – United Rentals (44’ Boom Lift Rental for a week)
- 1 – Sentry MISC (installation, programming, end user training and manuals)

CLIENT OWNED: \$ 18,245.00 + sales tax of \$725.51 = Installation & Equipment
 \$ 750.00 per month = constant cellular communication
 \$ 125.00 per month = 30 days of cloud hosting service

CORPORATE OFFICE
 8 THOMAS OWENS WAY • MONTEREY, CA 93940
 PHONE: (800) 424-7773 • FAX: (831) 372-8340
 www.sentryalarm.com

- NOTE(S):**
- 1) All proposed equipment will be warranted for ONE (1) year against all defects in material and workmanship from the date this proposed video surveillance system is placed online.
 - 2) This proposal is based upon the client obtaining a permit, if required, to allow this video surveillance system to be installed on the street poles.
 - 3) This proposal is based upon the San Simeon Community Services District cutting off the power to all five streetlight poles during the week of installation.
 - 4) This proposal is based upon Sentry Alarm NOT being charged for any power consumption used by this proposed video surveillance system.
 - 5) The client acknowledges that Sentry is NOT responsible for any atmospheric interference to include but not limited too extreme weather interference and natural calamities or cell provider down throttling that will affect this proposed video surveillance system to send live video up in the cloud for both retrieval and viewing.
 - 6) This proposal is based upon Sentry technicians working during normal business hours (Monday – Friday) excluding holidays between 8:00AM and 5:00PM.
 - 7) This proposal does NOT include the cost of Prevailing Wages. If PW is required, the client will be responsible for the additional cost of PW.
 - 8) Sentry Alarm Systems terms are NET-30 and a 50% Mobilization Payment is due upon acceptance of this proposal.
 - 9) This proposal is valid for 25 days.

Again, we appreciate this opportunity to meet your district's video surveillance needs. If you should have any additional questions, comments and/or concerns regarding this proposal or with anything else at all please do not hesitate to reach me at my office at (831) 658.6125 or on my cell phone at (831) 236-8802 at any time. Thank you.

Sincerely,



W. Christian Hill
Chief Operating Officer
Sentry Alarm Systems



September 16, 2020

Emma Reyes
Administrative Assistant
Grace Environmental Services
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA. 93452

RE: Video Surveillance System Proposal – Office & RO Plant (PAGE 1 of 3)

Greetings Emma,

We at Sentry Alarm appreciate this opportunity to meet your entity’s life safety and private property protection needs and as per your request I’m submitting for your review and consideration this proposal to provide you with a new video surveillance system for your District’s Office and Reverse Osmosis Plant located at 111 Pico Avenue in San Simeon, CA.

This proposal entails Sentry Alarm Systems to provide and install a new eight channel high definition network video recorder (NVR) with six terabytes of memory that is compatible with most major smart phones and can be remotely accessed from anywhere you have access to the world wide web. This NVR will be able to record up to eight IP cameras for 30 days with 24-hour constant recording.

Sentry will install four vandal resistant dome cameras with built in IR illumination. These four new high definition 6.0 megapixel mini dome cameras have a 2.8mm 99 degree field of view lens with up to 120’ of IR. They will be covering the following areas: North Perimeter of the Reverse Osmosis (RO) Plant, the South Perimeter of the RO Plant, the West Perimeter of the RO Plant and the Exterior of the Office’s Front Door. The camera on the Office Building will utilize a dedicated radio management transceiver to send the video to the NVR in the RO Plant Building.

This proposal is based on the San Simeon Community Services District will provide a non-switchable electric outlet where the NVR and the wireless receiver will be installed (inside of the RO Plant on the North Perimeter Wall on existing shelving), will provide a non-switchable electric outlet near the wireless transceiver and PoE for the one remote camera that is to be installed outside of the Front Door of the Office building and will provide a way to have this proposed NVR connected to the World Wide Web. A viewing monitor is NOT included in this proposal but can be purchased from Sentry at any time.

PROVIDE & INSTALL:

- 1 – Alibi ALI-NVR3308P (8 channel NVR, 6TB)
- 1 – Alibi LBOX1 (NVR lock box with fan and key lock)
- 1 – Alibi UPS-1000 (1,000VA uninterruptible power supply)

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PHONE: (800) 424-7773 • FAX: (831) 372-8340
www.sentryalarm.com

4 – Alibi ALI-NS2036VR	(6.0 MP 2.8mm vandal proof dome camera w/120ft of IR)
2 – Alibi NBE-5AC-GEN2-US	(wireless dedicated management radio and antenna set)
1 – Alibi POE-2006-4E-65	(6 port unmanaged PoE 10/100 network switch, 65W power bank)
1 – Alibi RJ45BAG	(RJ45 Ethernet connectors, CAT 5)
2 – Alibi CAB-CAT5E-1000C	(1,000ft CAT5E UTP 24AWG cable in a pull box)
1 – Sentry MISC	(exterior conduit, programming, end user training and manuals)

PURCHASE: \$5,895.00 + sales tax of \$692.18 = Installation & Equipment

CLOUD (Optional) \$ 80.00/month = 30 days of recordings continuously saved in the cloud at 1080p for all four proposed cameras.

- NOTE(S):**
- 1) All proposed equipment will be warranted for ONE (1) year against all defects in material and workmanship from the date this proposed video surveillance system is placed online except for the Network Video Recorder which is warranted for an additional two years by the manufacturer (labor not included).
 - 2) This proposal is based upon the client having a non-switchable electrical outlet located in Reverse Osmosis Plant on the interior inside of the north perimeter wall where the proposed NVR will be installed.
 - 3) Sentry is NOT providing a video surveillance system viewing monitor, but one can be added at any time at an additional cost.
 - 4) This proposal is based upon the client having their IT service provider connect the Sentry installed NVR to the World Wide Web.
 - 5) This proposal does NOT include Sentry providing or installing wire raceway of any type **inside** of this building. If wire raceway becomes necessary or is required by the end user it can be provided and installed at an additional cost.
 - 6) This proposal does NOT include Sentry repairing any minor holes caused by the installation of this proposed video surveillance system or the painting of any conduit and/or wire runs that Sentry installs.
 - 7) This proposal does NOT include the cost of Prevailing Wages (PW). If PW becomes required the client will pay Sentry for these additional expenses accordingly.
 - 8) This proposal is based upon Sentry Technicians working during normal business hours (Monday – Friday) excluding holidays between 8:00AM and 5:00PM.
 - 9) Sentry Alarm Systems terms are NET-30 and a 50% Mobilization Payment is due upon acceptance of this proposal.
 - 10) This proposal is valid for 25 days.

Again, we appreciate this opportunity to meet your District's life safety and private property protection needs. If you should have any additional questions, comments and/or concerns regarding this proposal or with anything else at all please do not hesitate to reach me at my office at (831) 658.6125 or on my cell phone at (831) 236-8802 at any time. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Christian Hill". The signature is stylized and cursive.

W. Christian Hill
Chief Operating Officer
Sentry Alarm Systems



SECURITY • FIRE • VIDEO • ACCESS • FIRE SPRINKLERS • MONITORING

MONTEREY • OAKLAND • SACRAMENTO • SONORA

September 29, 2020

Emma Reyes
Administrative Assistant
Grace Environmental Services
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA. 93452

RE: Video Surveillance System Proposal – Wastewater Treatment Plant (PAGE 1 of 3)

Greetings Emma,

We at Sentry Alarm appreciate this opportunity to meet your entity's life safety and private property protection needs and as per your request I'm submitting for your review and consideration this proposal to provide you with a new video surveillance system for your District's Wastewater Treatment Plant located at 9245 Balboa Avenue in San Simeon, CA.

This proposal entails Sentry Alarm Systems to provide and install a new eight channel high definition network video recorder (NVR) with six terabytes of memory that is compatible with most major smart phones and can be remotely accessed from anywhere you have access to the world wide web. This NVR will be able to record up to eight IP cameras for 30 days with 24-hour constant recording.

Sentry will install three vandal resistant dome cameras with built in IR illumination. These three new high definition 6.0-megapixel mini dome cameras have a 2.8mm 99-degree field of view lens with up to 120' of IR. They will be covering the following areas: Driveway (mounted on Blower Building), Lab (mounted on retaining wall) and the open tanks (mounted on Sludge Storage Shed).

The San Simeon Community Services District will provide a non-switchable electric outlet where the NVR and the wireless receiver will be installed (inside of the Lab), will provide a non-switchable electric outlet near the wireless transceiver and PoE for all three remote cameras that are to be installed in the Sludge Storage Shed, the SE Corer of the Retaining Wall and the Blower Building and will provide a way to have the proposed NVR connected to the World Wide Web. A viewing monitor is NOT included in this proposal but can be purchased from Sentry at any time.

CORPORATE OFFICE
8 THOMAS OWENS WAY • MONTEREY, CA 93940
PHONE: (800) 424-7773 • FAX: (831) 372-8340
www.sentryalarm.com

LIC. #ACO 3466 / C-7, C-10 & C-16: 619293

PROVIDE & INSTALL:

1 – Alibi ALI-NVR3308P	(8 channel NVR, 6TB)
3 – Alibi ALI-NS2036VR	(6.0 MP 2.8mm vandal proof dome camera w/120ft of IR)
3 – Alibi NBE-5AC-GEN2-US	(5GHz NanoBeam ac Gen2 CPE 19dBi airMAX AC CPE)
3 – Alibi POE-2006-4E-65	(6 port unmanaged PoE 10/100 network switch)
1 – Alibi LAP-120-US	(120-degree wireless access point – range extender)
1 – Alibi RJ45BAG	(RJ45 Ethernet connectors, CAT 5)
2 – Alibi CAB-CAT5E-1000C	(1,000ft CAT5E UTP 24AWG cable in a pull box)
1 – Sentry MISC	(exterior conduit, programming, end user training and manuals)

PURCHASE: **\$7,850.00 + sales tax of \$308.79 = Installation & Equipment**

CLOUD (Optional) **\$ 60.00/month = 30 days of recordings continuously saved in the cloud at 1080p for all four proposed cameras.**

- NOTE(S):**
- 1) All proposed equipment will be warranted for ONE (1) year against all defects in material and workmanship from the date this proposed video surveillance system is placed online except for the Network Video Recorder which is warranted for an additional two years by the manufacturer (labor not included).
 - 2) This proposal is based upon the client having a non-switchable electrical outlet located in the Lab where the proposed NVR will be installed and in the Sledge Storage Shed, the Blower Building and the near the SE corner of the Retaining Wall for the wireless transmitter and PoE Switch.
 - 3) Sentry is NOT providing a video surveillance system viewing monitor, but one can be added at any time at an additional cost.
 - 4) This proposal is based upon the client having their IT service provider connect the Sentry installed NVR to the World Wide Web.
 - 5) This proposal does NOT include Sentry providing or installing wire raceway of any type **inside** of any of the building mentioned with this proposal. If wire raceway becomes necessary or is required by the client it can be provided and installed at an additional cost.
 - 6) This proposal does NOT include Sentry repairing any minor holes caused by the installation of this proposed video surveillance system or the painting of any conduit and/or wire runs that Sentry installs.
 - 7) This proposal does NOT include the cost of Prevailing Wages (PW). If PW becomes required The client will pay Sentry for these additional expenses accordingly.
 - 8) This proposal is based upon Sentry Technicians working during normal business hours (Monday – Friday) excluding holidays between 8:00AM and 5:00PM.
 - 9) Sentry Alarm Systems terms are NET-30 and a 50% Mobilization Payment is due upon acceptance of this proposal.
 - 10) This proposal is valid for 25 days.

Again, we appreciate this opportunity to meet the San Simeon Community Service District's life safety and private property protection needs. If you should have any additional questions, comments and/or concerns regarding this proposal or with anything else at all please do not hesitate to reach me at my office at (831) 658-6125 or on my cell phone at (831) 236-8802 at any time. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "W. Christian Hill". The signature is stylized and cursive.

W. Christian Hill
Chief Operating Officer
Sentry Alarm Systems

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5. C. Business Items



BUSINESS ACTION ITEM STAFF REPORT

Item 5.C. Consideration of authorization of the General Manager to obtain Harbor Offshore Inc. to perform the ocean outfall and water reservoir inspection not to exceed the amount of \$13,307.00.

The wastewater treatment plant (WWTP) ocean outfall is inspected annually while the water reservoir is inspected every 5 years. Requests for proposal were sent to five (5) companies Harbor Offshore Inc., Marine Diving Services, Tidal Marine Construction, Underwater Resources, and Associated Pacific Contractors. Three (3) companies responded with quotes. The attached quotes account for the routine inspection of the ocean outfall and water reservoir.

Staff is asking that the Board approve Harbor Offshore Inc., to perform the work.

Enc: Quotes from Harbor Offshore Inc.
Quotes from Marine Diving Services
Quote from Tidal Marine Construction

**Proposal Obtained from
Harbor Offshore Inc.**



A Proposal Prepared For:

Ocean Outfall & Water Reservoir Inspections

San Simeon Community Services District

Bid Date: 9/16/2020

Prepared by:
Lauren Collins
Operations Manager
707-389-0678 Mobile



CA Contractor's License #: 742617, Class A
DIR Registration #: 1000030945

CONFIDENTIAL NOTICE:

This proposal contains proprietary and confidential information Harbor Offshore, Inc. and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of Harbor Offshore.

Harbor Offshore, Inc.

📍 4411 Dupont Court, Suite 130
Ventura, CA 93003

📞 (805) 639-2205

🌐 www.harboroffshoreinc.com

September 16, 2020

Cortney Murguia
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452
(805) 927-4778
cmurguia@graceenviro.com

RE: Ocean Outfall & Water Reservoir Inspections

Dear Cortney Murguia,

Harbor Offshore Inc. (HOI) appreciates the opportunity to submit our proposal for the **Ocean Outfall & Water Reservoir Inspections**. HOI personnel will comply with all local, state and federal rules and regulations pertaining to commercial diving.

HOI looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,



Lauren Collins
Operations Manager
Diving and Marine Construction
Harbor Offshore Inc.
Mobile: 707-389-0678
Email: lcollins@harboroffshoreinc.com



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1. COMPANY INTRODUCTION

1.1. Company Overview

Harbor Offshore, Inc. (HOI) has a plethora of industry-leading professionals that maintain a broad expertise and a scope-specific experience that will ensure proper planning, efficient management and lead to the greatest value for our clients. Our team members selected for the project have many years of successful past performance on very similar projects which gives us the confidence that we will provide a high quality deliverable, safely and on time.



Figure 1: HOI Diver Inspecting Rincon Island Piles

Established in 1997, HOI has been actively engaged in the commercial diving and marine construction industry supporting the US Army Corps of Engineers, the US Navy, Bureau of Reclamation and commercial waterfront entities throughout the United States and abroad. HOI maintains five (5) offices located throughout the United States, including Ventura, CA; Kona, HI; Seattle, WA; Spokane, WA; and Benicia, CA.

Geographically, HOI core theater of operations include the states of California, Washington, Oregon, Idaho, Montana, Nevada, Utah, Arizona, New Mexico, Colorado, and Hawaii. In addition to our regional operating theater, HOI has extended its outreach worldwide, providing professional services in Greece, France, Peru, Saudi Arabia, Kuwait, Iraq, Yemen, Japan, Guam (territory), Spain, and Canada.

1.2. Qualifications

HOI has the staffing in place to execute contracts immediately upon award. Our team is highly experienced in the precise disciplines required to be immediately productive in a very cost effective way. HOI will provide management of the project from contract award to the completion of closeout documents. Our management structure and approach goes hand in hand with our safety, quality assurance and quality control protocols and procedures. We believe that an experienced onsite Project Manager and an experienced offsite Technical Advisor/Manager are absolutely paramount on projects such as these. These are crucial elements to ensure all work is performed safely, efficiently and effectively. Currently, HOI employs, on average, 30-50 union commercial divers/dive supervisors throughout the western United States.



Figure 2: HOI core theater of operations

1.3. Experience

HOI performs rehabilitation of waterfronts, ports and piers. Our team has performed thousands of repairs, cathodic improvements, and installations of waterfront structures both locally and worldwide. We are a certified DENSO and Fox Industries installer for pile rehabilitation. HOI can provide turnkey solutions for projects that involve cleaning, wrapping, jacketing, and/or injection of cementitious grout on existing piling.

These services include:

- Outfall Inspection, Repair and Construction
- Potable Water Reservoir/Tank Inspections
- Potable Water Reservoir/Tank Cleanings and Repairs
- Pier Inspection and Repairs
- Bridge Demolition
- Sheet Wall Cut Offs
- Diamond wire saw cutting and core drilling
- Piling Repair – Wood, Steel, Concrete
- Water Jetting and Dredging
- Debris Removal
- Cathodic Protection Engineering Services
- Anodes / Cathodic Protection
- Anode Manufacturing
- Underwater Painting and Coatings
- Marine Crane Services
- Scour Investigations
- Bathymetric Surveys
- Non-Destructive Testing
 - ✓ Ultrasonic Inspections
 - ✓ Magnetic Particle Inspections
 - ✓ Underwater Sediment Sampling
- Shoreline Erosion
- Soil Retention and Stabilization
- Submarine Cable Installations and Support



1.4. Safety

HOI is a long-time member of the Association of Diving Contractors (ADCI) and has a 3-year Experience Modification Rating (EMR) less than the industry standard of 1.0. All HOI diving operations are performed in accordance with the ADCI consensus standards for commercial diving and underwater operations, U.S. Navy (USN) Dive Manual Rev. 7a, CalOSHA CCR T8, Group 26, Article 152 and OSHA 29 CFR Part 1910, Subpart T.

HARBOR OFFSHORE, INC.	
Experience Modification Rate (EMR)	
Year:	Rating:
2019	0.8363
2018	0.9392
2017	0.8785

2. SCOPE OF WORK

2.1. Outfall Inspection

2.1.1. Includes the following:

2.1.1.1. Diving and safety submittals

2.1.1.2. Mobilization of a 3-man ADCI certified dive team, underwater high-definition video with audio and dive support vessel to the outfall location

2.1.1.3. Detailed visual inspection of the entire length of the outfall pipeline including diffusers, blanking flange, anodes, bell and spigots and anchor clamps for overall condition, carefully noting any anomalies located (if any)

2.1.1.4. Detailed inspection report of inspection findings including repair recommendations, still photos and a flash drive containing the dive video

2.1.2. Excludes the following:

2.1.2.1. Delays caused by others

2.2. Reservoir Inspection/Cleaning

2.2.1. Includes the following:

2.2.1.1. Diving and safety submittals

2.2.1.2. Mobilization of a 3-man ADCI certified dive team, underwater high-definition video with audio and dive trailer to the site

2.2.1.3. Detailed visual inspection of the 150,000 USG concrete lined reservoir including exterior and interior conditions, floor, walls, liner and cover interior

2.2.1.4. Cleaning and removal of any sediment or debris located on the floor of the reservoir

2.2.1.5. Detailed inspection report of inspection findings including repair recommendations, still photos and a flash drive containing the dive video

2.2.2. Excludes the following:

2.2.2.1. Disposal of debris removed from reservoir

2.2.2.2. Delays caused by others

3. PRICING SUMMARY

HARBOR OFFSHORE - PRICING SUMMARY			
Description	Unit Price	Units	Subtotal
Ocean Outfall Inspection	\$ 9,310.20	1.00	\$ 9,311.00
Water Reservoir Inspection and Cleaning	\$ 3,995.26	1.00	\$ 3,996.00
Extended Total=			\$ 13,307.00

General Notes:

- All rates reflect 8-hour shifts, Monday – Friday.
- Third Party costs will be billed at cost plus 15% unless mentioned above.
- San Simeon Community Services District to provide sufficient access to and from the work site.
- Payment/Performance Bonding available upon request.
- Pricing does not include any permits or engineering.

**Proposal Obtained from
Marine Diving Services**



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

Charles Grace Grace Environmental 111 Pico Avenue San Simeon, CA 93452	Phone: 805-927-4918 Cell: 805-431-6253 Email: cgrace@graceenviro.com
---	--

Scope of Work:

Visual inspection of an 8" outfall located at San Simeon, CA.

Marine Diving Solutions will provide a commercial dive team to assess the outfall pipeline located at San Simeon, CA to conduct a visual inspection. Due to the past 3 inspection findings of the pipeline being buried, the dive team will need to perform an initial inspection on the first day to determine whether jetting will be necessary to expose the pipeline. If jetting is necessary, the dive team will proceed to remove the sand and expose the pipe at 20' increments to allow for inspection. The inspections will be done visually and will be recorded as well. Videos will be saved to a DVD or flash drive and will be delivered on site. A written report will be furnished 4 weeks later with still photos noting the condition of the pipe and any deficiencies noted. (Still photos and video may be affected by turbidity and water clarity.)

Project is anticipated to take 1-2 days (weather/ocean conditions dependent)

Cost for Mobilization/De-mob of commercial dive team and equipment \$5,500.00

Commercial Dive Team Day Rate (up to 5 days depending on conditions)

\$5,500.00/day

With a cost not to exceed

\$33,000.00

Utility will be given a DVD video of the inspection and a narrative report with still photos will be provided 4 weeks after inspection.

The proposal price listed above is good for 90 days unsigned and valid for 1 year upon acceptance.

Payment Terms: 1% Ten Days, Net 30 Days. 2.5% interest per month on all accounts past 30 days.

Marine Diving Solutions will provide all personnel and equipment necessary to perform described scope of work.

Work will be in compliance with AWWA, NACE, OSHA, ACI, AWS, and SSPC regulations as needed.

MDS has a \$1,000,000 liability and \$2,000,000 aggregate insurance policy, \$2,000,000 umbrella and is fully bondable.

All dates are tentative till bid is signed and utility is put on schedule, dates may change with given advance notice to utility.

Proposal does not include Sales or Use Taxes, Registration fees, or City/Municipality licenses unless noted in proposal above. If MDS is liable for any additional fees requested or required by utility and not noted in proposal, the charges will be added to the invoice when billed.

If MDS has to stop working due to unforeseen reasons (utility not on site to direct dive team, utility request team to wait, or etc.) a fee of \$750 an hour will be charged.



Owner

9/4/2020
Dated

To accept, please sign and date proposal. Please mail, fax, or email this signed contract to the office.

Printed Name and Title

Date

Signature



21670 E Geddes Pl
 Centennial, Colorado 80016
 Office Phone: 800-637-1322
 Office Fax: 303-309-0097
 ian@marinedivingsolutions.com

Cortney Murguia San Simeon Community Services District 111 Pico Ave San Simeon, CA 93452	Phone: (805) 927-4778 Cell: Email: cmurguia@graceenviro.com
---	---

Scope of Work	Additional Information	Price
Clean and Inspect: 150KG, 35'L x 35' W x 15' Deep Concrete Semi-Buried Water Storage Tank	Sediment removal up to 3", DVD video inspection, and written report included.	
*Price is contingent on doing the outfall inspection at the same time/week		
*Price includes CA Prevailing Wage	Proposal Total	\$4,400.00

The proposal price listed above is good for 90 days unsigned and valid for 1 year upon acceptance.

Payment Terms: 1% Ten Days, Net 30 Days. 2.5% interest per month on all accounts past 30 days.

Marine Diving Solutions will provide all personnel and equipment necessary to perform described scope of work. Diving services will include sediment removal from the floor up to 3", DVD video inspection, and a detailed hard copy written report with still photos included.

Sediment will be discharged on-site. If sediment bags are requested, they will be billed at \$200/bag used. City/Utility is responsible for the disposal of the used sediment bags.

If sediment is over noted amount of proposal or if the sediment is an abnormal consistency (mud, calcium, clay, rocks, etc.) it will be removed at \$450.00 an hour. If wall cleaning or epoxy repairs is requested, it will be completed at \$450.00 an hour plus material.

Work will be in compliance with AWWA, NACE, OSHA, ACI, AWS, and SSPC regulations.

MDS has a \$1,000,000 liability and \$2,000,000 aggregate insurance policy, \$2,000,000 umbrella and is fully bondable.

All dates are tentative till bid is signed and utility is put on schedule, dates may change with given advance notice to utility.

Proposal does not include Sales or Use Taxes, Registration fees, or City/Municipality licenses unless noted in proposal above. If MDS is liable for any additional fees requested or required by utility and not noted in proposal, the charges will be added to the invoice when billed.

If MDS is unable to get our truck and trailer within 100' from place of performance, a fee of \$450 an hour will be billed for going portable, unless stated otherwise in proposal above.

If MDS has to stop working due to unforeseen reasons (utility not on site to direct dive team, utility request team to wait due to low water or water runoff, or etc.) a fee of \$450 an hour will be charged.

If water level is not within 10' of hatch a fee will be billed at \$450 per hour not to exceed \$3,500 per day till water reaches appropriate elevation.



Owner

9/10/2020
Dated

To accept, please sign and date proposal. Please mail, fax, or email this signed contract to the office.

Printed Name and Title

Date

Signature

**Proposal Obtained from
Tidal Marine Construction**

Cortney Murguia
San Simeon Community Services District

Tidal Marine Construction Inc. appreciates the opportunity to provide a **Lump Sum** quote to provide services for the following services.

Ocean Outfall & Water Reservoir Inspection, San Simeon, CA

Scope of Work:

- 1, Inspect diffuser section of outfall for any defects.
- 2, Inspect up stream portion of pipeline exposed above seabed.
- 3, All inspections will be conducted with divers complete with video and real time audio.
- 4, Inspect 150,000 usg, water reservoir.
- 5, Submit report and video of inspection finding and provide recommendation of repairs.

- All operations are in accordance with OSHA, U.S. Coast Guard, ADCI Consensus Standards and Tidal Marine Construction Inc. Diving Procedures and Safe Practices Manual.
- Tidal Marine Construction Inc. will provide floating platform to perform the work.

Labor and Equipment	\$ 14,440.00
Materials	Included
Mobilization / Demobilization	\$ 2,500.00

Please feel free to contact me for any questions or comments.

Steve Ackart



Tidal Marine Construction Inc.

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5.D. Business Items



BUSINESS ACTION ITEM STAFF REPORT

Item 5.D. Consideration of authorization of the General Manager to obtain Dechance to perform the San Simeon and Hearst Road Valve Replacement not to exceed the amount of \$11,520.00.

The San Simeon Avenue and Hearst Road valve does not close completely and requires replacement. Replacement involves the removal and replacement of existing 8" gate valve with new 8" gate valve and installation of 2 – wide range couplings. Requests for proposal were sent to five (5) companies Dechance, Kirk Construction, MGE Underground, D Kal Engineering Inc., and David Crye General Engineering Contractor Inc. One (1) company, Dechance responded with a quote.

Staff is asking that the Board approve Dechance to perform the valve replacement work.

Enc: Quote from Dechance

**Proposal Obtained from
Dechance**

**DECHANCE CONSTRUCTION CO., INC.
UTILITY PIPELINE CONTRACTS**

LIC. NO. 562824
PH. 805-489-7310 FAX 805-489-0396
1587 El Camino Real
Arroyo Grande, CA 93420

PROPOSAL

PROPOSAL SUBMITTED TO SAN SIMEON COMMUNITY SERVICE DIST.		PHONE 805-768-7163	DATE 7/21/20
STREET 111 PICO AVE.		JOB NAME SAN SIMEON & HEARST VALVE REPLACEMENT	
CITY, STATE AND ZIP CODE SAN SIMEON, CA 93452		JOB LOCATION SAN SIMEON DR. & HEARST DRIVE	
ARCHITECT NONE	DATE OF PLANS N/A	SAN SIMEON, CA 93452	JOB PHONE

We hereby submit specifications and estimates for:

THIS PROPOSAL INCLUDES ALL LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING WORK:

REMOVE AND REPLACE EXISTING 8" GATE VALVE WITH NEW 8" GATE VALVE AND 2 - WIDE RANGE COUPLINGS. BACKFILL, COMPACT AND PAVE BACK TRENCH SECTION.

EXCLUSIONS


- CONST. WATER
- PERMITS
- STAKING & SURVEY
- INSPECTION
- LANDSCAPE

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
ELEVEN THOUSAND FIVE HUNDRED TWENTY _____ dollars (\$ **11,520.00**).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature _____


30

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to a judgement for his costs and reasonable attorney's fees.

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5.E. Business Items



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.E. Authorization of the General Manager to obtain Mission Paving Inc. to perform street repairs; not to exceed the amount of \$50,000.00.

Over the last two fiscal years \$25,000.00 has been budgeted for road repairs. Although this money was allocated no projects were completed. Staff contacted three (3) contractors to obtain quotes. Mission Paving, Toste Grading and Paving Inc., and Apodaca Paving. Of the companies contacted all three chose to bid.

Staff initially obtained quotes for road work in three areas within the community. These areas are referenced on the attached maps included with the packet. Staff is asking for funds not to exceed the amount of \$50,000. This will allow the District to work with the low bidder on additional repairs along Avonne Avenue in front of the Mobile Home Park and on Otter Way.

Staff is asking that the Board approve Mission Paving to perform the work as identified in their quote and additional repairs as requested by staff not to exceed the amount of \$50,000.00.


Encl: 3 Maps of Road Repair Areas included in estimated
Quote from Mission Paving
Quote from Toste Grading and Paving Inc
Quote from Apodaca Paving

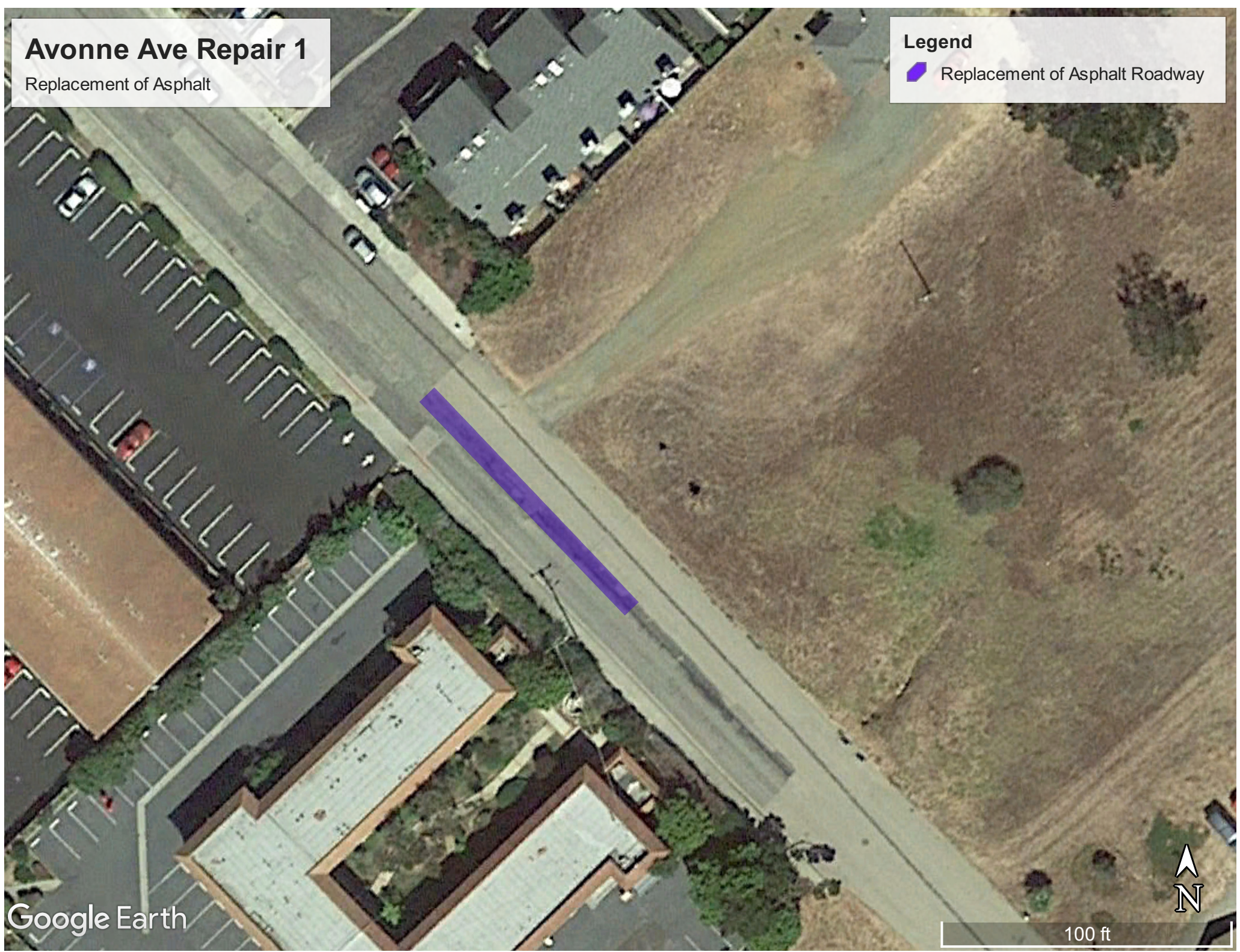
Map of Road Repair Areas

Avonne Ave Repair 1

Replacement of Asphalt

Legend


 Replacement of Asphalt Roadway



Pico Ave Repair

Curb and Gutter Repair
Replacement of Asphalt

Legend


 Curb and Gutter Replacement, Replacement of Asphalt Roadway

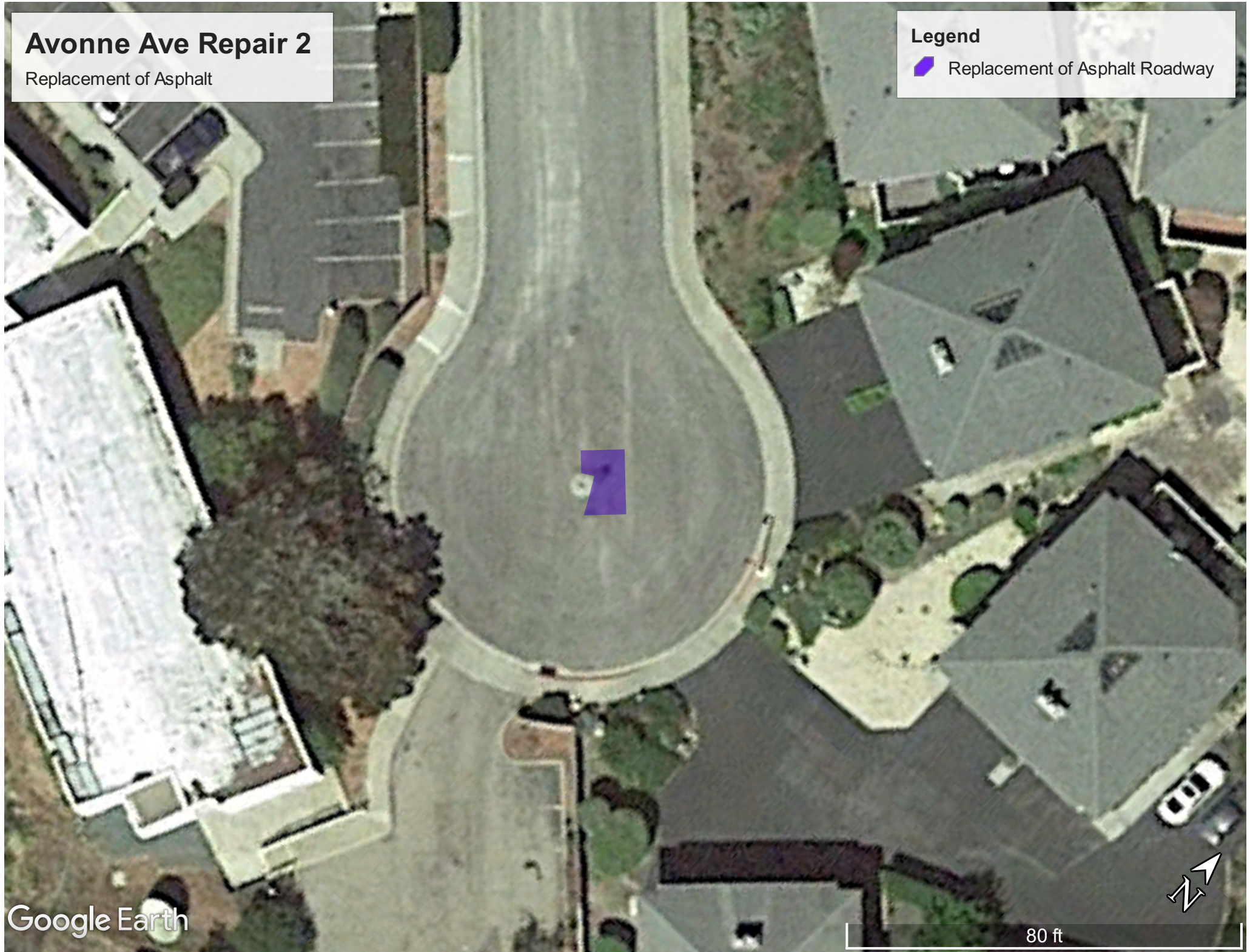


Avonne Ave Repair 2

Replacement of Asphalt

Legend

 Replacement of Asphalt Roadway



Google Earth



80 ft

**Proposal Obtained from
Mission Paving**

MISSION PAVING INC

1245 Cielo Ln
 Nipomo, CA 93444 US
 805-619-7800
 missionpaving@gmail.com
 www.missionpavinginc.com

Estimate**ADDRESS**

Steve Orellana
 San Simeon CSD
 9245 Balboa Ave.
 San Simeon, CA 93452

ESTIMATE #	DATE
7345	09/15/2020

SALES REP

Joel Perez Jr

PROJECT LOCATION

San Simeon CSD 2020-2021

SERVICES	QTY	RATE	TOTAL
Project Pico Ave. Remove and Replace AC 6" dig outs Grind perimeter of area 6" inches in depth Haul rubble to recycle plant Pave new asphalt in two lifts for a total thickness of 6" inches thick with HMA type A	125	10.00	1,250.00
Project Pico Ave. Remove and Replace Curb and Gutter Saw cut remove 25 In ft of curb and gutter Saw cut 12" inches by 25 ft of asphalt remove asphalt along gutter to set forms pour new concrete curb and gutter in kind	25	120.00	3,000.00
Project Avonne Ave. Remove and Replace AC 6" dig outs Grind perimeter of area 6" inches in depth Haul rubble to recycle plant Pave new asphalt in two lifts for a total thickness of 6" inches thick with HMA type A EXCLUSIONS: COUNTY PERMITS, TRAFFIC CONTROL PLAN, COMPACTION TEST, TRAFFIC CONTROL	903	10.00	9,030.00

TERMS: It is understood that invoices are DUE ON RECEIPT. Accounts over 30 days past due will be subject to a 1.5% finance charge (an annual rate of 18%) and that costs incurred to collect past due accounts, including court costs and attorney fees will be added to my account. NOTE: Any additional insurance premium incurred to provide Owners and Contractors protective policy, waivers of subrogation, or other insurance conditions will be added to the above quoted price for the actual expense incurred to provide this additional coverage.

TOTAL

\$13,280.00

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By

Accepted Date

**Proposal Obtained from
Toste Grading and Paving Inc.**

Toste Grading & Paving, Inc.

P.O. BOX 407
 GROVER BEACH, CA 93483
 LICENSE NO. 318439
 DIR #:1000001377
 (805) 489-1791 FAX (805) 473-0970

PROPOSAL

DATE	PROPOSAL #
9/4/2020	7088
EMAILED	FAXED

TO:		PROJECT:	
SAN SIMEON CSD 111 PICO AVE. SAN SIMEON, CA 93452		2019-2020 ROAD MAINTENANCE SAN SIMEON	
PHONE	FAX	CUSTOMER E-MAIL	
915-541-3523		STEVE@GRACEENVIRO.COM	

WE SUBMIT SPECIFICATIONS & ESTIMATES FOR:	UNIT	QTY	RATE	TOTAL:
PICO AVE.: REMOVE AND REPLACE 6" ASPHALT	SF	125	39.92	4,990.00
REMOVE AND REPLACE 18" CURB AND GUTTER	LF	25	191.00	4,775.00
AVONNE AVE.: REMOVE AND REPLACE 6" ASPHALT	SF	903	14.56	13147.68
PRICE COVERS LISTED ITEMS ONLY. PRICE BASED ON PREVAILING WAGE RATES.				

PLEASE READ IMPORTANT INFORMATION REGARDING MATERIAL PRICING

The price for material & labor, which has been quoted in the proposal, is based upon the material price for asphalt as quoted to us by the asphalt supplier in this area. Due to the recent fluctuations in the price of oil (the major component of asphalt), prices for asphalt have been subject to unexpected and severe increases. The total price for the contract shall not be subject to change, provided that this proposal is accepted and the work is performed within 30 days of the date of the proposal. In the event that this proposal has been accepted, but the work not performed within 30 days, the price set forth herein shall be subject to either increase or decrease in like amount as any such increase or decrease in the price of asphalt which is required for the work described herein. All prices will be re-negotiated at the time of Installation. The increase or decrease in price, as a result of the change in the price of asphalt, shall not be subject to any profit or overhead margin and shall be a direct reflection of the increase or decrease as charged by the asphalt supplier to Toste Grading & Paving.

THE QUOTED WORK MAY BE PAID FOR WITH CASH OR CHECK. CREDIT CARD PAYMENT IS AVAILABLE AT AN ADDITIONAL FEE. WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:

TOTAL: \$22,912.68

EXCLUSIONS: PRICE EXCLUDES BASE UNDER CONCRETE. PRICE DOES NOT INCLUDE ENGINEERING, PERMITS, INSPECTION OR TESTING. TOSTE GRADING AND PAVING WILL NOT BE HELD RESPONSIBLE FOR DAMAGES DUE TO CUSTOMERS FAILURE OF BASE AND/OR SUB-GRADE. TOSTE GRADING AND PAVING WILL NOT BE HELD RESPONSIBLE FOR PUDDLES, DUE TO EXISTING GRADE OR GRADES LESS THAN 1%. PRICE AND SCHEDULING OF THIS CONTRACT IS SUBJECT TO CHANGE WITHOUT NOTICE DUE TO: ASPHALT PLANT COSTS AND AVAILABILITY. SEE AND SIGN ATTACHED COPY. THIS PRICE IS GUARANTEED FOR 30 DAYS.

IN ANY LITIGATION OR ARBITRATION ARISING OUT OF THIS PROPOSAL ITS PERFORMANCE, THE COURT OR ARBITRATOR SHALL AWARD REASONABLE COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, TO THE PREVAILING PARTY.

PAYMENT: ENTIRE AMOUNT IS TO BE PAID UPON PROGRESS BILLING. IF NOT PAID WITHIN 30 DAYS, LEGAL ACTION & ATTORNEYS FEES TO BE PAID BY DEFENDANT. INTEREST CHARGED AT 1.5% MONTHLY.

ALL MATERERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

PLEASE NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATION AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE & DATE OF ACCEPTANCE:

AUTHORIZED SIGNATURE:

TONY TOSTE
 PRESIDENT FOR
 TOSTE GRADING & PAVING INC



**Proposal Obtained from
Apodaca Paving**

"We are proud of our work."



Post Office Box 1
Grover Beach, California 93483
Phone (805) 489-1794 Fax (805) 489-9407
License No. 415318

**DVBE and MB CERTIFIED #1331580
PROPOSAL and CONTRACT**

Date: October 5, 2020

TO: Steve Orellama (CSD) email: steve@graceenviro.com

Telephone: 951-541-3523 Fax:

JOB ADDRESS: **Hearst/Pico and Avonne St. San Simeon, Ca**

DESCRIPTION: **HEARST/PICO ST.**

- Cut/remove concrete curb and gutter in 25 lf
- Haul off spoils
- Place new concrete gutter and curb
- Saw cut asphalt in 25' x 6'=150 sf
- Dig out asphalt 6" in depth, place 4" CL 2 aggregate base
- Grade, water, compact
- Apply tack
- Pave 2" with hot mix asphalt

AVONNE ST.

- Saw cut asphalt @ two areas, dig out 6" in depth , haul off spoils
- 75'x 10'=750 sf
- 20'x 10'=200 sf
- Place 4" CL2 aggregate base
- Grade, water, compact
- Apply tack
- Pave 2" with hot mix asphalt in 950 sf

GRADING:	Included
SQ.FT.:	1,100
BASE MATERIAL:	4"
HEADERS:	None
A.C. PAVEMENT:	2"
SEAL:	None
TACK:	SS1H oil

Permits, testing, engineering (if any) are the owner's responsibility.

MISC.:

All of the above work to be completed in a substantial and workmanlike manner for the sum of:

Twenty Seven Thousand Five Hundred Dollars and Dollars \$ 27,500.00
00/100

Price is good for thirty days from the above date. Contract to be paid upon completion, unless otherwise stated.

Interest on unpaid amounts over 30 days may be charged at 1.5% per month. Any alterations or deviations from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in the contract. Price on material is subject to change. Not responsible for any "bird baths" or puddles

due to grade less than 2%. All agreements must be made in writing. If any legal action is necessary to enforce this agreement, reasonable attorney's fees may be collected by the prevailing party.

NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

CONTRACTORS' STATE LICENSE BOARD
1020 N Street, Sacramento, California 95814

Respectfully submitted,

By: **Fernando Loera, Estimator**
Post Office Box 1
Grover Beach, California 93483
(805) 431-0546

NOTICE: UNDER THE MECHANICS' LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.,) ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES , HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER OR SUPPLIER REMAINS UNPAID.

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which _____ agree to pay the amount mentioned in said proposal and according to the terms thereof.

Date _____ Accepted: _____

Please Sign and Return One Copy

Fill Billing Information below

BILLING INFORMATION

COMPANY/CUSTOMER NAME: _____

ADDRESS: _____

CITY & ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

ACCOUNT PAYABLE CONTACT (Company Only): _____

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5.F. Business Items



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.F. Approval of Revocable Encroachment License Agreement with Hearst Holdings, Inc.

In 2016 the District constructed a building to house the reverse osmosis system (RO building) within the preexisting fence line between the District Office and Hearst Ranch. The District received land use authorization from the County and was unaware that the building was partially constructed on two parcels owned by Hearst Holdings, Inc. Hearst Holdings, Inc. recently had a survey completed and the findings confirmed that the existing RO building is on Hearst Property.

The attached documentation was prepared by Hearst Holdings, Inc. and allows the RO building to remain in the current location. In addition to the agreement, the District needs to pay an estimated \$29,620.00 which is expected to cover future costs incurred by Hearst Holdings, Inc and the CRT. A breakdown of these charges is included in the encroachment license agreement.

Staff is looking for direction from the Board regarding this matter.

Enc: Survey report from Wallace
Letter from Hearst to SSCSD
Lease draft agreement

Survey Report from Wallace

August 18, 2020

Kerry O'Toole
Hearst Corporation
5 3rd Street, The Hearst Building, Suite 200
San Francisco, California 94103

Subject: Surveyor's Summary of the Location of San Simeon Community Services District Facilities in Relation to Hearst Holding, Inc. Property

Dear Ms. O'toole,

The information below summarizes Wallace Group's findings as related to the boundary lines of APNs 013-041-014 and 013-011-024 [Hearst Holdings Inc. (Hearst)] and 013-041-005 [San Simeon Acres Community Services District (CSD)] with respect to physical above ground and visible improvements near these property boundary lines, including those improvements being a part of the CSD *Potable Water Well Head Treatment Project* (PW Project).

Our findings are based on the below research, including available County of San Luis Obispo survey map records, the CSD record drawings for the PW Project, County of San Luis Obispo record official documents and Wallace Group performed field measurements to establish the position of the boundary lines and improvements in question. Below is a summary of the record documents reviewed as part of this effort. Note: Numbers within parenthesis and italicized represent the circa date of the record document (shown as *(07/30/1954)* for example):

1. Record of Survey, Book 6, Page 49 (*05/22/1952*)
2. Record of Survey, Book 7, Page 35 (*07/30/1954*)
3. Record of Survey, Book 7, Page 58 (*01/04/1955*)
4. Grant Deed, Official Records, Volume 930, page 32 (*03/04/1958*)
5. Certificate of Compliance, Official Records, Document #2002-028663 (*04/05/2002*)
6. Certificate of Compliance, Official Records, Document #2002-055088 (*07/08/2002*)
7. Record of Survey, Book 91, Page 96 (*06/03/2005*)
8. Accessor's Parcel Map 013-01 (*06/12/2006*)
9. Accessor's Parcel Map 013-04 (*03/20/2006*)
10. San Simeon Community Services District, San Simeon, California, Potable Water Well Head Treatment Project Record Drawing (*07/29/2016*)

The research for this effort did not include chain of title type research and is therefore dependent and limited to those items listed above. The review of these documents indicates harmony and agreement in the line common between Hearst and the CSD and is also consistent that a portion of County Road #3 is now together and a part of Hearst APN 013-011-024 fee title property.

Based on our research the boundary line between CSD APN 013-041-005 and Hearst APN 013-041-014 was first surveyed and shown on the map filed for record in Book 7, at page 35 of Record of Surveys and the location as shown on this map is consistent with the location described in the CSD's vesting deed, Book 930, page 32



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

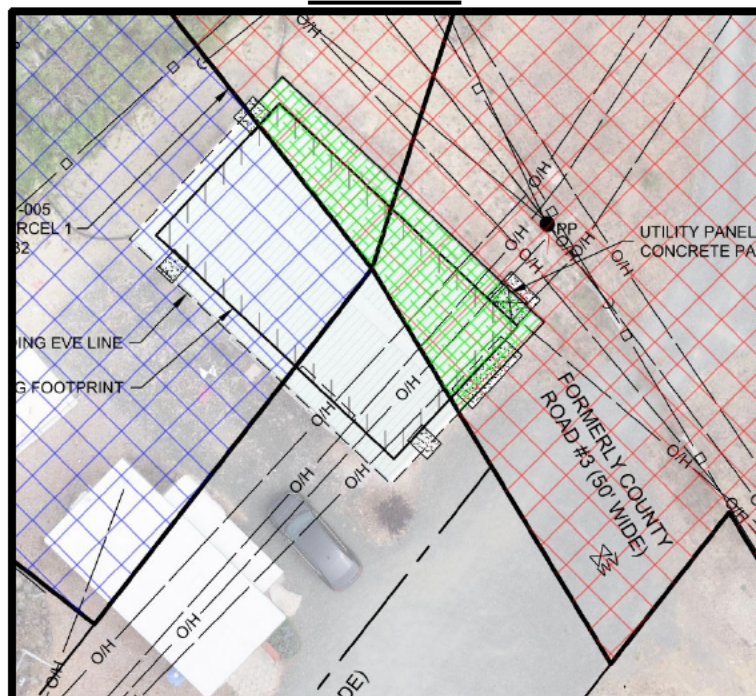


of Official Records and the document recorded in Book 767, at page 490 of Official Records. Our research also consistently indicates that the portion of former County Road No. 3 that is adjacent to and northeasterly of the Pico Avenue right of way, 60 feet wide, is part of and together with the vesting title of Hearst APN 013-011-024 property.

Based on our field measurements of local record monuments, we were able to re-establish the location of the boundary line common to Hearst APN 013-041-014 and CSD APN 013-041-005 properties and that portion of Hearst APN 013-011-024 property that was formerly County Road No. 3. Our field measurements also included the location of various improvements in the area of these property boundary lines.

Figure #1 below and Exhibit #1 show the relationship of these property boundary lines and the visible and above grade improvements near them. Based on our research and field measurements, a portion of the CSD infrastructure, including the PW Project building (that portion of the building encroaching on Hearst property has been hatched in a **GREEN PATTERN**), has been constructed beyond the CSD property (hatched in a **BLUE PATTERN**) and on Hearst APN 013-041-014 and Hearst APN 013-011-024 properties (hatched in a **RED PATTERN**). Approximately 560 square feet of the PW Project building is constructed on Hearst property, 215 square feet on Hearst APN 013-041-014 and 345 square feet on Hearst APN 013-011-024.

FIGURE #1

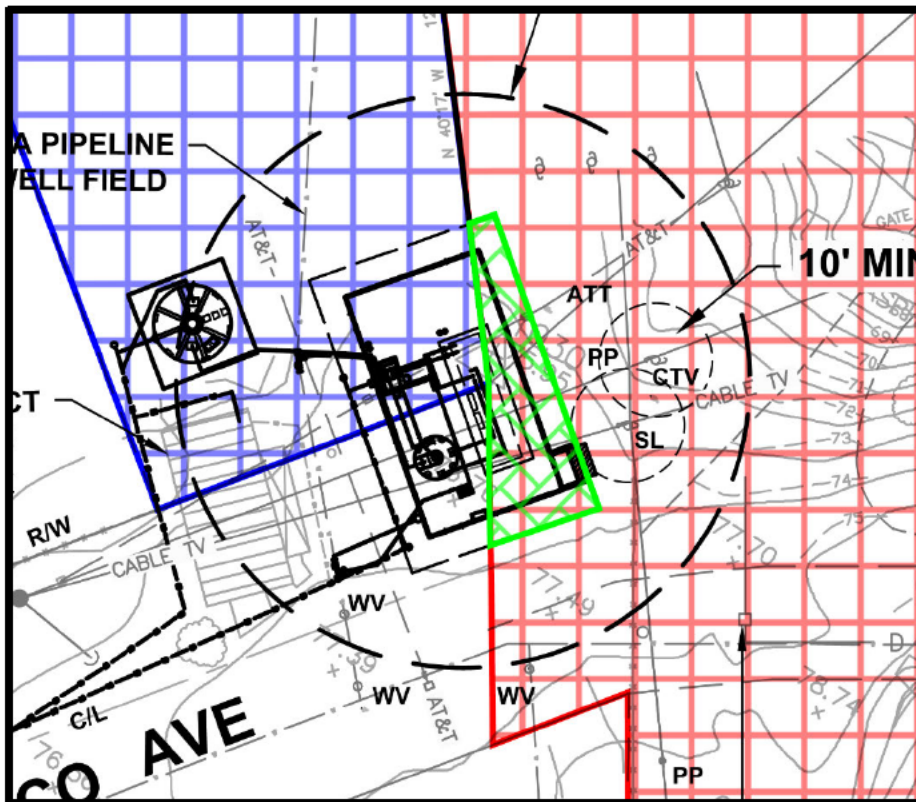


Our findings are consistent and corroborated by the CSD's PW Project record drawings. Sheet C-1 shows the CSD PW Project building to be constructed encroaching on Hearst's property. Figure #2 shows a markup of PW Project record drawing, highlighting the proposed building and its relationship to the property lines in



question (hatching and coloring the same as Figure #1). Which, based on the information shown in the PW Project record drawings, the property boundary lines appear to have been re-established as part of the design and engineering phase and the building was located over said lines as part of the design.

FIGURE #2



In conclusion, and based on our research and field measurements, it is my opinion that the CSD's PW Project infrastructure encroaches onto the Hearst properties discussed herein.

Sincerely,

WALLACE GROUP

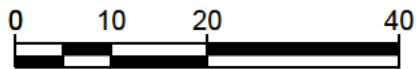
A handwritten signature in blue ink, appearing to read "CABh".

Clayton Bradshaw, PLS, PE
P.L.S. 8298
Date signed: August 18, 2020



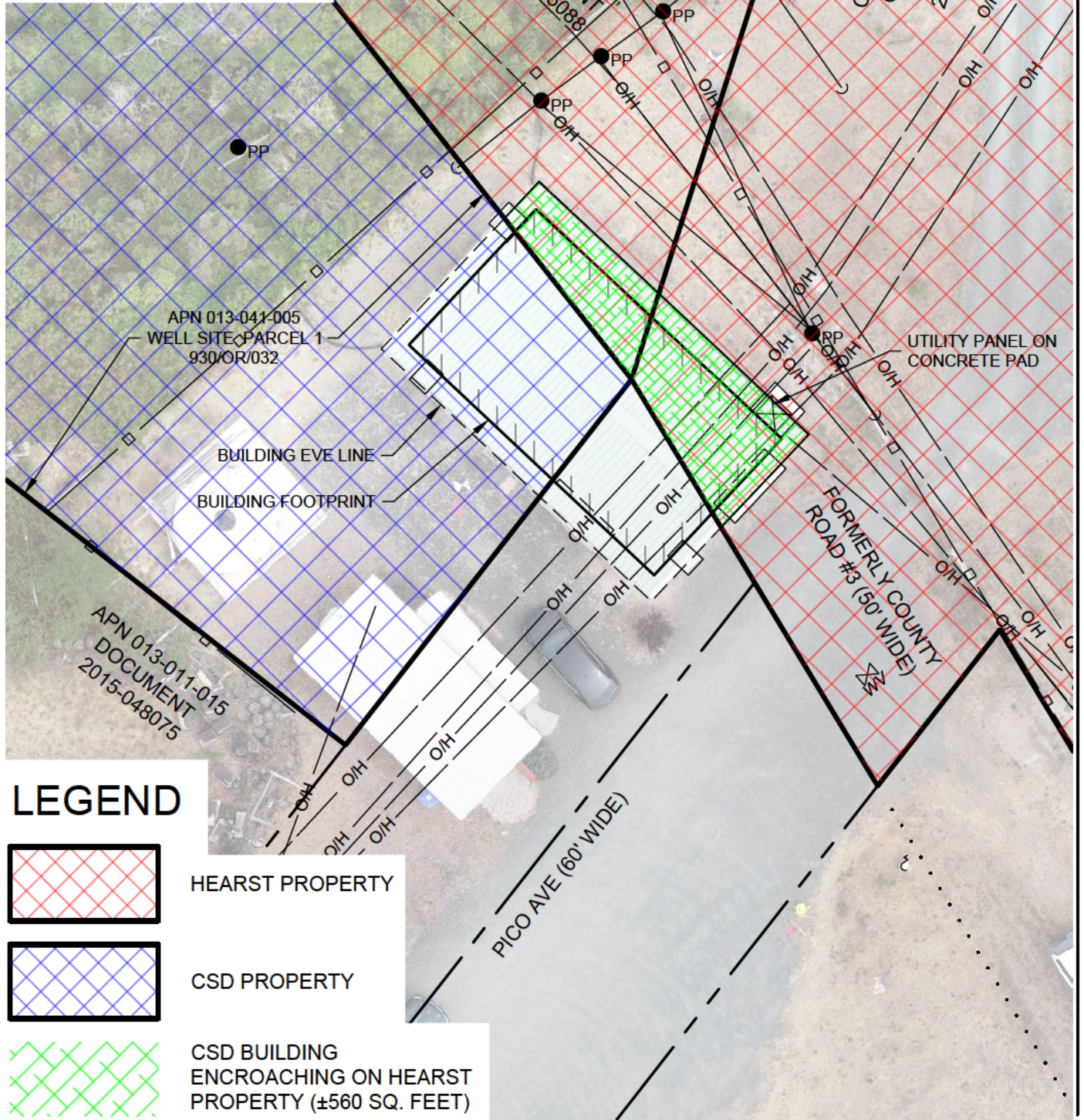
Attachment: Exh bit #1

GRAPHIC SCALE



(IN FEET)

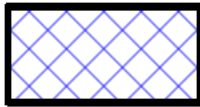
1 IN = 20 FT



LEGEND



HEARST PROPERTY



CSD PROPERTY



CSD BUILDING
ENCROACHING ON HEARST
PROPERTY (±560 SQ. FEET)



**HEARST SAN SIMEON PROPERTY
CSD & HEARST PROPERTY SURVEY
SAN SIMEON, CA
EXHIBIT #1**

JOB No. :	0731-0009
DRAWING :	RECD-PROP
DRAWN BY :	CLB
DATE :	8/18/2020
SCALE :	1" = 20'

Letter from Hearst to SSCSD

HEARST corporation

VIA EMAIL

September 21, 2020

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

Kerry O'Toole
Land & Resource Manager
Western Properties

Dear Charlie,

It has recently come to the attention of the Hearst Holdings, Inc. that the RO facility constructed by San Simeon Community Services District (SSCSD) in 2016 was partially built on two parcels owned by Hearst Holdings, Inc. Attached please find a survey analysis that confirms such encroachment.

Although SSCSD stayed within the existing fenceline between Hearst and SSCSD properties, it is clear from the attached survey that such fenceline does not represent the boundary line between Hearst and SSCSD properties. Hearst never would have allowed such encroachment, and we are shocked that SSCSD constructed the building without a boundary survey.

As you are aware, the Hearst-owned parcels on which the RO facility was built are encumbered by a Conservation Easement, held by California Rangeland Trust (CRT). Therefore, any resolution to SSCSD's encroachment must be approved by CRT, including any proposed long-term resolution that would allow the building to remain in its existing location.

While Hearst, SSCSD and CRT work through this issue, Hearst is willing to grant to SSCSD a revocable encroachment license on the terms and conditions of the attached License Agreement. Such agreement would remain in place until terminated as provided in the attached License Agreement. As I have notified you, all expenses borne by Hearst and CRT in resolving SSCSD's encroachment must be reimbursed by SSCSD as provided in the attached License Agreement.

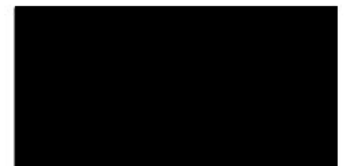
Please review the attached License Agreement and let me know if you have any questions.

Thank you,



Kerry O'Toole
Land and Resource Program Manager

cc: SSCSD Board of Directors
Steve Hearst
Michael Delbar
Russell Austin
Ben Higgins



Revocable License Agreement

REVOCABLE ENCROACHMENT LICENSE AGREEMENT

This REVOCABLE ENCROACHMENT LICENSE AGREEMENT (the “**Agreement**”), effective as of September __, 2020 (the “**Effective Date**”), is by and between **HEARST HOLDINGS, INC.**, a Delaware corporation (“**Hearst**”), and **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a California special district (“**District**”).

RECITALS

A. Hearst owns certain real property located in San Luis Obispo County, California (the “**Conservation Property**”) encumbered by a conservation easement (the “**Conservation Easement**”) held by California Rangeland Trust, a California nonprofit public benefit corporation (“**CRT**”), pursuant to that certain Deed of Conservation Easement and Agreement Concerning Easement Rights recorded on February 18, 2005 in the Official Records of San Luis Obispo County, California, as Instrument No. 2005013388, as assigned pursuant to that certain Assignment and Assumption of Conservation Easement and Related Grant Agreement (East Side Conservation Area) recorded on February 18, 2005 in the Official Records of San Luis Obispo County, California, as Instrument No. 2005013391 (as assigned, the “**Conservation Easement Agreement**”).

B. On or about March 16, 2015, Hearst provided a copy of the Conservation Easement Agreement to the District.

C. In or about July 2016, the District commenced construction of certain Potable Water Well Head Treatment Project improvements including a reverse osmosis unit (collectively, the “**Improvements**”), and completed construction of the Improvements on or about _____, 20__.

D. In July 2020, Hearst and the District discovered that a portion of the Improvements encroaches (the “**Encroachment**”) on a portion of the Conservation Property (the “**Encroachment Area**”) as set forth in that certain survey report dated August 18, 2020, prepared by Wallace Group, a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference (the “**Survey Report**”).

E. District desires to obtain from Hearst and Hearst desires to grant to District, a license to temporarily leave the existing Encroachment on the Encroachment Area pending final resolution of the Encroachment, on the terms and conditions set forth in this Agreement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Agreement, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. License Terms.

(a) Grant of License. Subject to the terms and conditions of this Agreement, Hearst hereby grants to the District a license (the “**License**”) for the sole and exclusive purpose

of temporarily leaving the Encroachment in its current location on the Encroachment Area as described in the Survey Report (the “**Permitted Use**”). District shall have no rights whatsoever to use or conduct any activities upon the Encroachment Area other than the Permitted Use, and shall have no rights under this Agreement with respect to any portion of the Conservation Property other than the Encroachment Area.

(b) Term. The term of the License (the “**License Term**”) shall commence on the Effective Date and shall terminate ninety (90) days after District’s receipt of written notice from Hearst terminating the License, unless earlier terminated pursuant to Section 5 below. Hearst may provide written notice to District terminating this License at any time and for any reason.

(c) Acknowledgements and Release by District. District acknowledges and agrees that, in consideration of the grant of the License by Hearst to District as provided herein, District releases, relinquishes and waives any and all claims or rights that it may have with respect to the Encroachment Area, including without limitation any claims or rights of inverse condemnation, adverse possession, or prescriptive easement pertaining to the Encroachment. For purposes of any requirement that Hearst must file a claim under the Government Claims Act (California Government Code Section 810-996.6) with respect to the Encroachment, District further acknowledges and agrees as follows: (1) no claim by Hearst accrued until August 18, 2020 when the Encroachment was confirmed by the Survey Report; and (2) Hearst shall not be required to file a claim until the later of (A) expiration of the required filing period under the Government Claims Act, or (B) thirty (30) days after written notice from District to Hearst.

(d) License Fee. As additional consideration for the grant of the License by Hearst to District as provided herein, commencing on the Effective Date, District covenants and agrees to pay to Hearst an annual license fee in the amount of Five Thousand Dollars (\$5,000.00) (the “**License Fee**”). The License Fee shall be payable in advance on the Effective Date and thereafter on each anniversary of the Effective Date through the License Term; provided that District shall have three (3) business days after the Effective Date to make the first License Fee payment. Except as may otherwise be provided in the Resolution Agreement (as defined and provided in Section 2 below), (i) the payment obligations of the District under this Section 1(d) shall survive any termination of the License and this Agreement; and (ii) the License Fee shall not be prorated and shall be non-refundable to District upon any termination of the License and this Agreement pursuant to Section 1(b) above or Section 5 below.

(e) Reimbursement of Damages Resulting from Encroachment. As a direct result of the Encroachment, Hearst has incurred damages as of the Effective Date as set forth on the schedule attached hereto as Exhibit B, and incorporated herein by this reference (the “**Preliminary Damages Schedule**”). As additional consideration for the grant of the License by Hearst to District as provided herein, District shall pay to Hearst the following: (i) the total amount shown on the Preliminary Damages Schedule within three (3) business days of the Effective Date, and (ii) additional damages incurred by Hearst during the License Term as a result of the Encroachment promptly upon written demand by Hearst therefor (which demand shall include reasonable supporting documentation therefor). The payment obligations of the District under this Section 1(e) shall survive any termination of the License and this Agreement.

2. **Resolution of Encroachment.** The parties agree to use good faith and commercially reasonable efforts to agree on and enter into a definitive agreement for final resolution of the Encroachment (including, without limitation, the reconciliation of such Encroachment with the Conservation Easement) ("**Resolution Agreement**") as soon as practicable after the Effective Date that includes the following terms and conditions:

(a) **CRT Approval.** CRT, as the holder of the Conservation Easement, shall have approved the final form of such Resolution Agreement and any proposed long-term authorization by Hearst for the Encroachment in accordance with the Conservation Easement Agreement required under such Resolution Agreement (collectively, the "**Conservation Easement Documentation**"). Hearst expects that, as conditions to such approval, CRT may engage third party consultant(s) to confirm the impact of the Encroachment on the "Easement Area" and the "Conservation Values" (as such terms are defined in the Conservation Easement Agreement), and may engage legal counsel to review such Resolution Agreement and any Conservation Easement Documentation.

(b) **Approval by Hearst of Report from Hearst Rangeland Ecologists.** Hearst may require that its Rangeland Ecologists, Sage Associates (Orrin Sage and Cindy Sage), conduct a study to confirm the impacts of the Encroachment. If Hearst requires such report, then approval by Hearst, in its sole and absolute discretion, of the results of such report will be a condition to Hearst's approval of the Resolution Agreement and any Conservation Easement Documentation.

(c) **Encroachment Fee.** District shall pay to Hearst an encroachment fee in an amount and on payment terms to be agreed upon by the parties in the Resolution Agreement, which shall replace the License Fee under this Agreement. The Resolution Agreement shall include the right of District to apply a prorated amount of the License Fee to such encroachment fee on the terms and conditions set forth in the Resolution Agreement.

(d) **Costs of Resolution of Encroachment.** All costs associated with resolution of the Encroachment shall be paid by the District including, but not limited to:

(i) Any reasonable, demonstrated and documented, out-of-pocket costs paid or to be paid by CRT to a third party (including a reasonable allocation of internal review and/or internal personnel costs) directly related to the Encroachment and any proposed resolution thereof, such as reasonable costs of review of the Resolution Agreement and/or the Conservation Easement Documentation by any third party consultants retained by CRT including, without limitation, the costs provided for in Section 2(a) above and any applicable transfer fee under the Conservation Easement Agreement; and

(ii) Any reasonable, demonstrated and documented, out-of-pocket costs paid or to be paid by Hearst to a third party (including a reasonable allocation of internal review and/or internal personnel costs plus a fifteen percent (15%) administrative fee) directly related to the Encroachment and any proposed resolution thereof, such as reasonable costs of review of the Resolution Agreement and/or the Conservation Easement Documentation by any third party consultants retained by Hearst including, without limitation, the costs provided for in Section 2(b) above, any work by Wallace Group with respect to the Encroachment in addition to the Survey Report, and legal counsel fees and costs.

3. **Indemnity.** District agrees to wholly indemnify, protect, defend and hold harmless Hearst, its parent, affiliates, subsidiaries, officers, directors, employees, stockholders, managers, property managers, mortgagees, successors, assigns, and insurers, from and against all liability, claims and demands arising out of the existence of the Encroachment on the Encroachment Area. District agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at its sole expense, or, at the option of Hearst, agrees to pay Hearst or reimburse Hearst for the defense costs incurred by Hearst in connection with any such liability, claims or demands. District also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

4. **Insurance.** At all times during the License Term, District shall, at its sole cost and expense, maintain a commercial general liability in the amount of not less than Two Million Dollars (\$2,000,000) per occurrence, naming Hearst and its parent, affiliates, subsidiaries, officers, directors, employees, stockholders, managers, property managers, mortgagees, successors, assigns as an additional insured for ongoing and completed operations and CRT as an additional insured for claims arising out of the Encroachment and District's exercise of its rights granted under this Agreement on a primary and noncontributory basis. District shall also, at its sole cost and expense, maintain workers compensation insurance with statutory limits and employer's liability coverage of One Million (\$1,000,000) per accident, One Million (\$1,000,000) per employee for injury by disease, and One Million (\$1,000,000) policy aggregate; automobile liability coverage of not less than Two Million Dollars (\$2,000,000); property insurance for the District's real and personal property; and environmental liability insurance for any first party or third party clean-up. A waiver of subrogation shall be included on all policies in favor of Hearst and its parent, affiliates, subsidiaries, officers, directors, employees, stockholders, managers, property managers, mortgagees, successors, assigns. On or before the Effective Date, District shall deliver to Hearst a certificate verifying that such insurance has been obtained. Further, at any time during the License Term, Hearst may request of District, and District shall deliver to Hearst within five (5) days, evidence satisfactory to Hearst that the insurance required hereunder is still in full force and effect.

5. **Default by District; Hearst Remedies and Right to Terminate.**

(a) In the event District fails to perform any of its obligations as required under this Agreement, Hearst shall, in addition to any other remedies available at law or in equity, have the right to immediately terminate the License and this Agreement.

(b) If District fails to make any payment to Hearst when due as provided in Sections 1(d) or 1(e) above, then:

(i) the outstanding amount shall bear interest at the maximum rate allowed by law until paid in full ("**Default Interest**"); and

(ii) a late charge by way of damages shall be immediately due and payable to Hearst. District recognizes that any default by District in paying such amounts when due will result in Hearst incurring additional expenses and in Hearst's loss of the use of the money due. District agrees that, if for any reason District fails to pay any amount owed under this Agreement when due, Hearst shall be entitled to damages for the detriment caused thereby,

but that it is extremely difficult and impractical to ascertain the extent of such damages. District therefore agrees that an amount equal to Five Cents (\$0.05) for each dollar Hearst fails to pay when due (the “**Late Charge**”) is a reasonable estimate of said damages to Hearst, which sum District agrees to pay on demand.

Hearst’s right to payment of such Default Interest and Late Charge as provided in this Section 5(b) shall be in addition to, and not in substitution for, any other remedies available to Hearst by reason of any default, including, without limitation, Hearst’s right set forth in this Agreement to be paid its costs and expenses as provided in Section 14 below.

(c) District shall not be in default of any of its obligations under this Agreement unless Hearst first provides to District written notice of default and District thereafter fails within five (5) days after receipt of such notice of default to either cure such default or diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter cures such default not later than thirty (30) days after receipt of such notice of default.

6. **No Assignment.** District’s rights and obligations under this Agreement are personal to District, and District shall not assign this Agreement without the express written consent of Hearst, which consent may be withheld for any reason or for no reason.

7. **No Recording.** Neither this Agreement nor any memorandum of this Agreement shall be recorded in the Official Records of San Luis Obispo County, California.

8. **Notices.** Any notice, demand, approval, consent, or other communication required or desired to be given under this Agreement in writing shall be given in the manner set forth below, addressed to the party to be served at the addresses set forth below or at such other address for which that party may have given notice under the provisions of this Section. Any notice, demand, approval, consent, or other communication given by: (a) mail shall be deemed to have been given on the second (2nd) business day immediately following the date it was deposited in the United States mail, first class and postage prepaid; (b) overnight common carrier courier service shall be deemed to be given on the business day immediately following the date it was deposited with such common carrier; (c) delivery in person or by messenger shall be deemed to have been given upon delivery in person or by messenger; or (d) electronic transmission shall be deemed to have been given on the date of transmission of the entire communication, provided that (i) such transmission occurs during 8:00 a.m. and 5:00 p.m., Pacific Time, on normal business days, and (ii) the receiving party receives delivery of a hard copy of the original transmitted document(s) not later than the first (1st) business day following such transmission.

To Hearst:

Hearst Holdings, Inc.
5 Third Street, Suite 200
San Francisco, CA 94103-3202
Attn:
Email:

To District:

San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452
Attn:
Email:

9. **Time of the Essence; Dates.** Time is of the essence in the performance of each of the parties' respective obligations contained in this Agreement. In the event that any date specified in this Agreement falls on Saturday, Sunday or other day on which public agencies and major banks in San Luis Obispo County, California, are not open for business (each a "**Non-Business Day**"), such date shall be deemed to be the succeeding business day. For purposes of this Agreement, a "business day" shall mean a day other than a Non-Business Day.

10. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

11. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Hearst and the District pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Hearst and the District, and no provision contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between Hearst and the District.

13. **Drafting.** The parties to this Agreement agree that this Agreement is the product of joint authorship and negotiation and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each such party to this Agreement waives the effect of such statute.

14. **Legal Costs.** If any party to this Agreement shall take any action to enforce this Agreement or bring any action or commence any proceeding for any relief against any other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in taking such action, bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs due hereunder, and such provision shall be determined by a court of competent jurisdiction and not by a jury. For the purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees incurred in the following: (a) postjudgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) bankruptcy litigation; and (f) appeals.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement as set forth below.

HEARST:

HEARST HOLDINGS, INC., a Delaware corporation

By: _____
Name:
Title:

DISTRICT:

SAN SIMEON COMMUNITY SERVICES DISTRICT, a California special district

By: _____
Name:
Title:

Exhibits:

A - Survey Report

B - Preliminary Damages Schedule

SURVEY REPORT

(See Attached)

PRELIMINARY DAMAGES SCHEDULE

<u>Description</u>	<u>Amount</u>
Survey Report Costs	\$5,000_
Legal Fees and Costs Up to 9/1/20	\$12,577
California Rangeland Trust Review Fee	\$6,680
Title Work	\$1,500
15% Administrative Fee	\$3,863
Total:	\$29,6200

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5.G. Business Items



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.G. Discussion regarding acceptance of utility easement A.P.N. 013-091-032.

The existing water system distribution pipe utility easement that runs from the end of Jasper Drive to Avonne Avenue is narrow and runs between privately owned structures. The attached proposed utility easement is an alternative new pipeline route and considered to be route that will provide for easier construction, as compared to replacing the existing pipeline and better utility access while maintaining a looped system.

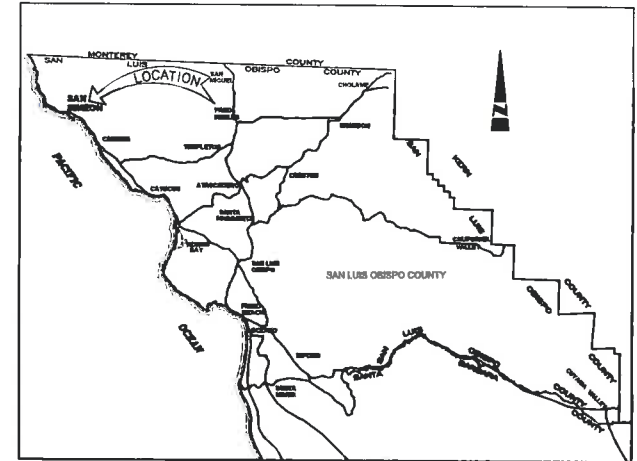
Enc: Copy of correspondence from property owner and parcel map

SAN SIMEON COMMUNITY SERVICES DISTRICT

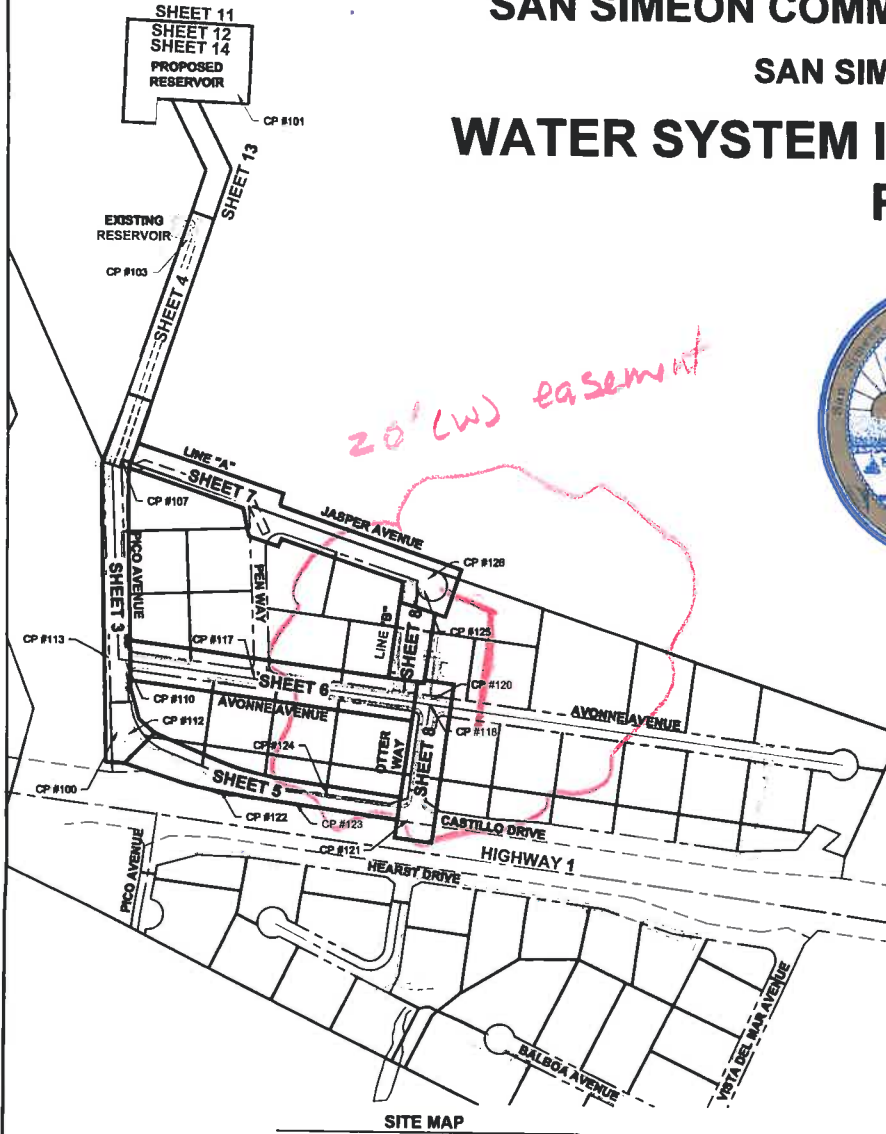
SAN SIMEON, CALIFORNIA

WATER SYSTEM IMPROVEMENT PROJECT

PHASE 1



LOCATION MAP
N.T.S.



20' LWD easement

SHEET INDEX

SYMBOL NO.	SHEET NO.	DESCRIPTION
G-01	1	TITLE SHEET
G-02	2	NOTES & ABBREVIATIONS
C-01	3	PICO AVENUE - STA 1+00 TO 1+00
C-02	4	PICO AVENUE - STA 1+00 TO 1+30.45
C-03	5	CASTILLO DRIVE - STA 1+00 TO 1+184.55
C-04	6	AVONNIE AVENUE - STA 1+00 TO 2+28.53
C-05	7	LINE "A" - STA 1+00 TO 0+80.33
C-06	8	JASPER AVENUE - STA 1+00 TO 0+34.06
C-08	9	OTTER WAY - STA 1+00 TO 3+61.53
C-08	9	LINE "B" - STA 1+00 TO 4+83.04
C-07	8	WATER MAIN IMPROVEMENT DETAILS
C-08	10	RESERVOIR IMPROVEMENTS INDEX SHEET
C-08	11	RESERVOIR IMPROVEMENTS SITE GRADING
C-10	12	RESERVOIR IMPROVEMENTS SITE GRADING & DETAILS
C-11	13	RESERVOIR SITE UTILITY PLAN
C-12	14	RESERVOIR SITE UTILITY PLAN
E-1	15	SYMBOL LISTS, ONE LINE, NOTES, PANEL SCHEDULES
E-2	16	OVERALL ELECTRICAL SITE PLAN, LUMINAIRE DETAILS
E-3	17	HDQTR & RESERVOIR SITE ELECTRICAL PLANS
E-4	18	TANK SITE ELECTRICAL PLAN
-	19	PROCESS AND INSTRUMENTATION DIAGRAM AND INSTRUMENTATION LEGEND
-	20	REMOTE TERMINAL UNIT ENCLOSURE LAYOUT, PARTS LIST
-	21	REMOTE TERMINAL UNIT ENCLOSURE AC POWER DIST DETAILS
-	22	REMOTE TERMINAL UNIT ENCLOSURE DC POWER DIST DETAILS
-	23	REMOTE TERMINAL UNIT ENCLOSURE ANALOG/DIGITAL INPUT WIRING DETAILS
-	24	REMOTE TERMINAL UNIT ENCLOSURE COMMUNICATION WIRING SCHEMATIC, ANTENNA FABRICATION DETAILS
-	25	INSTRUMENT INSTALLATION DETAILS
-	26	CHLORINE RESIDUAL ANALYZER ENCLOSURE LAYOUT AND PARTS LIST
-	27	REVERSE OSMOSIS PLANT RO AND FILTER VALVE WIRING MODIFICATIONS

UTILITY CONTACTS

WATER, SEWER, STORM DRAIN SAN SIMEON COMMUNITY SERVICES DISTRICT JERRY COPELAND (805) 927-4778	CABLE TV CHARTER CABLE (805) 438-2427
POWER PACIFIC GAS AND ELECTRIC (800) PGE-6000	SAN SIMEON CABLE
GAS SOUTHERN CALIFORNIA GAS COMPANY (818) 791-4819 x3360	TELEPHONE AT&T REPRESENTATIVE FORKERT ENGINEERING AND SURVEY (714) 963-7904

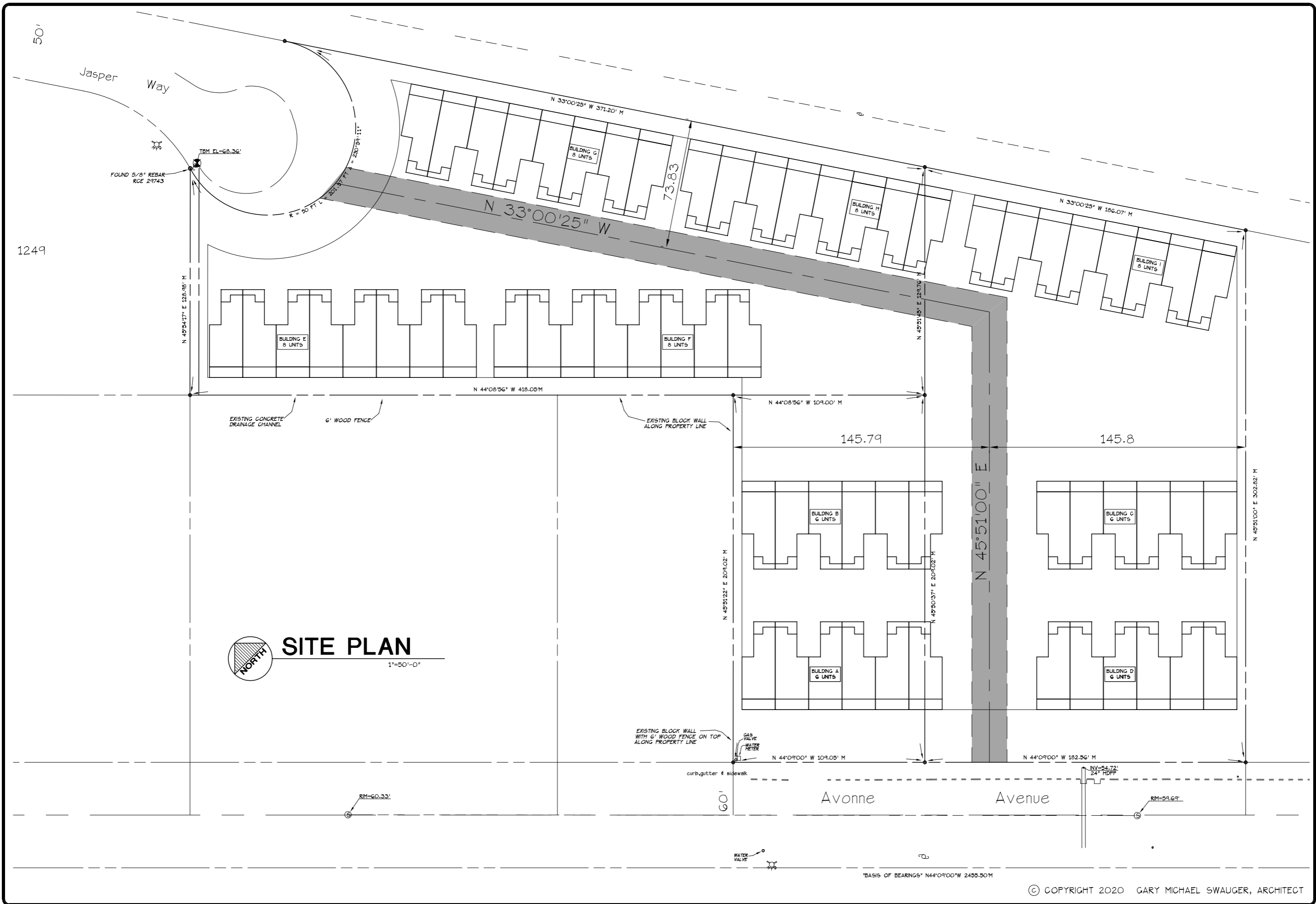
PREPARED BY: FRAZENDK CIVIL ENGINEERING, INC. 5333 E. 148th STREET SANTA PAULA, CA 93050 (805) 658-6800		SAN SIMEON COMMUNITY SERVICES DISTRICT WATER SYSTEM IMPROVEMENT PROJECT PHASE 1	
TITLE SHEET			
REVISIONS:	DATE:	DRAWN BY:	CHECKED BY:
75% SUBMITTAL	11/19	11/19/18	SHEET 1 OF 27

BENCH MARK
 THE BENCH MARK FOR THIS PROJECT IS BLO 1 PM 63.8
 ELEVATION = 63.49 (NAVD83)



VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET,
 ADJUST SCALES ACCORDINGLY

75% SUBMITTAL



SITE PLAN
1"=50'-0"



REVISIONS	BY

gary michael swauger architect
 and associates
 cambria california 805 927-9987
 2155 orme place

DM

DAVE SANSONE
 PROPOSED AFFORDABLE HOUSING FOR:
 PTN LOT A RANCHO SAN SIMEON
 AVONNE AVE, SAN SIMEON, CA

WATER EASEMENT

DRAWN	G.M.S.
CHECKED	G.M.S.
DATE	AUGUST 2020
SCALE	1"=50'-0"
JOB NO.	2020013-01
SHEET	1
OF	1 SHEETS

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5.H. Business Items



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.H. Discussion and Consideration related to the Water Service Moratorium and water waitlist.

During the September 2020 Board meeting staff was instructed to compile water availability data and steps related to removing the existing water moratorium.

Historical Background Information

Originally called San Simeon Acres, the community water and wastewater systems have been developed over many decades based on the originally purchased infrastructure. San Simeon's development occurred primarily in the 1960s and continued in the 1970s. The Pico Creek groundwater basin is the primary supply of water within the community.

A moratorium on the issuance of water and sewer connections within the District's boundaries has been in place since 1986 when the Board adopted Ordinance [66](#)¹. The District declared a water moratorium as described in SSCSD Ordinance 102 (attached) to protect water quality and quantity by way of limiting the withdraw of water from the communities only aquifer. A series of infrastructure projects within our community has corrected both water quality and quantity issues.

Steps for Removal of Water Service Moratorium

1. **Compile water usage data for the existing users to determine water quantity availability² and determine Aquifer Safe Sustainable Water Yield.**

In 2013, the District retained Phoenix Civil Engineering, Inc. (Phoenix) to review current water usage within the community and develop or calculate an Equivalent Dwelling Unit (EDU) that could be used to provide sold water usage data for the community. One EDU is equal to 4,050 cuft. of residential water used per year. Another relevant document is the 2014 Ground Water Availability Study which tells the District the safe sustainable yield from the aquifer³.

¹ [Ordinance 66 – Established moratorium](#)

² [Phoenix Engineering Report 2013 EDU Calculation Report](#)

³ [2014 Groundwater Availability Report \(Cleath Report\)](#)

2. Present analysis of water availability compared to waitlist demand⁴

This data has been compiled into the attached spreadsheet.

3. Address water quality issues install Reverse Osmosis System (completed)

4. Contact persons on the water waitlist regarding continued plans to develop

The purpose of this task is to obtain information that allows staff to calculate potential future water demand from the property with a position on the waitlist. Although not in the District's purview, land use regulations for our community have changed since 1986. There is correlation between what can be built (land use) and projected water use for a property. Staff is currently drafting an inquiry letter to be mailed to persons on the waitlist in effort to verify EDUs on the waitlist. Staff will update the waitlist with information obtained from these notices.

5. Development of Instream Flow Management (IFM) Plan and Program to Accommodate Affordable Housing (North Coast Plan)

The County maintains a North Coast Area Plan which San Simeon is a part of. The County is the lead agency responsible for managing land use in the San Simeon area. As described below the North Coast Area Plan requires an IFM to be completed and approved.:

Section 7-71 of the North Coast Plan reads in part:

Service Capacity.

The San Simeon Acres Community Services District (SSCSD) shall maintain and reserve available water and sewage treatment capacity for the following priority uses:

A. Visitor Serving Uses. A minimum of 50 percent of available water and sewer capacity.

B. Affordable Housing - Program Required. Of the remaining capacity, the SSCSD shall reserve sufficient water and sewer capacity to serve affordable housing. Prior to issuance of any further water allocation letters, the District shall propose to the County a program to accommodate a limited number for affordable housing units each year. The exact number shall be determined based on unmet housing needs and availability of water.

*C. Water Use. Within three years of adoption of this Plan, **an instream flow management plan for Pico Creek shall be completed by the SSCSD and approved by the County.** The plan shall*

⁴ [Waitlist V6](#)

*identify a specific amount of new development, withdrawals for which will not adversely affect riparian and wetland habitat or agricultural activities. If **three years after the adoption of this Plan** the study **has not yet been approved by the County, no further development** or land division which relies on water from Pico Creek **shall be approved.***

6. Conduct an environmental review and analysis California Environmental Quality Act (CEQA)

In February of 2020, the District prepared a Request for Proposal (“RFP”) soliciting firms to perform the CEQA analysis / review. One response was received from Oliveira Consulting. The Board reached a general consensus that in the best interest of the District to attempt a second round of RFPs for CEQA.

On September 15, 2020 staff mailed a revised request for proposal (RFP) to 20 environmental planning agencies located throughout the state of California. The deadline for accepting responses is October 19, 2020. Chairperson Kellas has already directed staff to schedule a special meeting after the deadline submittal date, to allow for the Board to provide direction to staff.

7. Conduct a Source Capacity Planning Study required by the State Water Resources Control Board, Division of Drinking Water⁵

8. Review and (potentially) modify the District’s Ordinance 117⁶ regarding water conservation

Ordinance 117, was updated in part in response to the Governor’s state-wide drought declaration. The Board may wish to direct staff to review this Ordinance and report findings at the next regular Board meeting.

9. Develop process for reviewing and processing requests for will-serve letters⁷

In 2019 the Board adopted a revised Policy and Procedures Manual (P&P). The older version of the P&P contained rules and guidelines regarding utility billing, office procedures, and other administrative tasks performed by staff. This information was compiled into the 2000 series. The 2000 series was not updated as the ad-hoc committee and staff recommended that this task should be performed by an outside agency. Staff recommends that a process for will-serve letters is included with the new

⁵ [State Water Resources Control Board License 12272 Pico Creek Underflow Tributary](#)

⁶ [Ordinance 117 –Water Conservation Plan](#)

⁷ [Map of District – parcels on the waitlist \(map provided by resident Hank Krzciuk\)](#)

and improved 2000 series. Staff is looking for Board direction toward the completion of this task.

10. Administrative Process to Repeal District Ordinance 102⁸ – Water Connection Moratorium

In 2006 the Board adopted District Ordinance 102 regarding the water connection moratorium. Part of the process of removing the water connection moratorium, the Board would need to perform the administrative function of repealing Ordinance 102. Repealing an ordinance is accomplished by adoption of a subsequent ordinance (In this case, Ordinance 102).

The process to adopt such an ordinance requires introduction of the ordinance at one meeting. Then adoption of the ordinance at a second subsequent meeting. At both meetings, to avoid having to read the entire ordinance, a motion should be made and passed which “waives a full reading” of the ordinance. District staff should also be directed to draft and publish an “Ordinance Summary” five days before the meeting adopting the ordinance and publishing another “Ordinance Summary” (which must indicate the Board members voting for and against it) within 15 days after the meeting adopting the ordinance.

11. Implement system of periodic review of water availability (Water Master similar to other basins)

Implement system of periodic review of water availability (Water Master similar to other basins). This tool will be used to routinely review source water availability compared to current water demand on the aquifer / system.

Recommendation for moving forward

District staff recommends a third-party review of line items the EDU study, current water use and waitlist demand and recommends the Board direct staff to solicit the performance of items five (5), six (6) and seven (7). During this time District Council and staff can continue to review the impacts that lifting the moratorium will have on District policy.

The process has been outlined for our community and staff recommends completing the steps listed above.

⁸ [Ordinance 102 – Current Moratorium \(replaced 66 and all previous ordinances\)](#)

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5.I. Business Items



BUSINESS ACTION ITEM STAFF REPORT

ITEM 5.I. Adoption of Resolution 20-426 establishing a waitlist for water, sewer and service allocations.

As the District moves forward in the review of the water moratorium, staff has determined that the following changes to existing policy be implemented. These changes are reflected in Resolution 20-426. In order to ensure that additional water allocation commitments are made only if the added water demand can be satisfied staff is asking that the requirement of a water availability determination is first performed prior to adding to the waitlist. Additionally, staff is asking that any person(s) currently on the waitlist not wanting to remain on the waitlist can be refunded for the existing amount that they have paid.

Staff is asking that the Board approve Resolution 20-426.

Enc: Draft copy of Resolution 20-426

RESOLUTION NO. 20-426

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT ESTABLISHING A WAIT LIST FOR WATER, SEWER AND SERVICE ALLOCATIONS

WHEREAS, the San Simeon Community Services District (“District”) adopted Ordinance No. 115 establishing water, sewer and service allocation transfer requirements; and

WHEREAS, Ordinance No. 115 defines “Wait List” as the list established by the District setting forth water, sewer and service allocations on parcels that are not active service or non-active service commitments.

WHEREAS, Ordinance No. 115 provides that the Board of Directors shall adopt the Wait List by resolution; and

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. District Resolution 14-369 is repealed in its entirety and replaced and superseded by this Resolution 20-426.
3. The attached Exhibit A shall constitute the District’s Wait List as discussed in Ordinance No. 115. Exhibit A may be amended from time to time by District Staff, including by not limited to, when additions to the Wait List are made or a request is made by a property owner to be removed from the Wait List.
4. Prior to any addition(s) to the Wait List, the following conditions will be met:
 - a. District staff shall conduct a review of water availability. A request to be added to the Wait List shall be approved by District Staff if it has been determined that there is an adequate water supply for the requested number of EDUs.

- b. The property owner shall submit a deposit to the District in an amount equal to ten percent (10%) of the capacity fee required for the requested number of EDUs (the "Wait List Deposit.") The capacity fee amount used to calculate the Wait List Deposit shall be the amount in effect at the time that the property owner is added to the Wait List.
5. Wait List Deposits shall be credited towards the total capacity fee amount owed by the property owner at the time the connection is made. The property owner may request a refund of the Wait List Deposit prior to issuance of a will serve letter and the District shall issue such a refund. The property owner shall be removed from the Wait List upon issuance of the refund of the Wait List Deposit.

PASSED AND ADOPTED THIS 14th day of October, 2020. Upon motion of _____ seconded by _____ and on the following roll call vote to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gwen Kellas, Chairperson
Board of Directors

ATTEST:

Charles Grace,
Secretary/General Manager

EXHIBIT "A"

HOOK UP WAITING LIST

Position Number	APN Number	Name	Deposit Amount	Date Added	EDU's
1		Cavalier Inn Inc. ¹	² 0.00	³ 1/25/1972	⁴ 145 Motel & 2400 sq ft restaurant
2	013-071-018	Evans	\$425.00	11/16/1975	Retail
3	013-391-001	Mouchawar	\$30,445.00	6/1/1979	35 Motel
4	013-031-022	V& H Holdings ⁵	\$1,200.00	11/21/2013	1 Residence
5	013-402-012	Hurlbert for Tides of San Simeon	\$2,280.00	9/6/1990	6 Condos + 1 irrigation meter
6	013-402-013	Seifert ⁷	\$2,280.00	3/9/2001	6 Condos
7	013-402-006	Tyo ⁶	\$6,840.00	12/11/2013	3 Residences
8	013-071-009	Hather /or Hulbert ⁹	\$3420.00	10/8/2014	15 Residences (added 5 edu's)
9	013-091-030	Sansone, Inc. ⁸	\$6498.00	7/11/2018	30.5 (28 Multi-Family Edu's + .5 Irrigation)
10	013-091-032 ¹⁰ 013-071-023 /024/025	Sansone, Inc.	\$14706.00	7/11/2018	64.5 (64 Multi-Family EDU's + .5 Irrigation)
11	013-031-049	Sansone, Inc.	\$2796.00	7/11/2018	10.5 (10 Multi-Family EDU's + .5 Irrigation)

¹ Cavalier Inn Inc. acquired the rights and obligations of Dalton through bankruptcy proceedings in July 1989.

² The deposit of Dalton was forfeited when he failed to comply with the Terms of Agreement with the District.

³ The Date of the agreement between the District and Dalton.

⁴ Per agreement, remaining balance of project after Mouchawar foreclosure on 105 units.

⁵ V&H Holdings purchased property and wait list position #4 From Raymond Long.

⁶ John & Ann Tyo Purchased property and wait list position #7 from Eva Redwood-Chavez

⁷ Seifert purchased the property from Ramirez in 2004.

⁸ Sansone, Inc submitted one payment in the amount of \$24,000.00 for positions 9,10 & 11

⁹ Hather added 5 edus w/ a deposit in the amount of \$1140 on 11/2019

¹⁰ Sansone added 2 EDU's with a deposit in the amount of \$54.00 on 9/9/2020

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Closed Session Items

RECEIVED



486 Marsh Street, Suite C
San Luis Obispo, CA 93401
805-316-0508

JUL 07 2020

BY: CAM

July 1, 2020

San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

Via: Email & US Postal Service

Re: Oceanside Apartments at 9490 Avonne Ave; Claim of Manish Enterprises, Inc., owner

Dear Board Members:

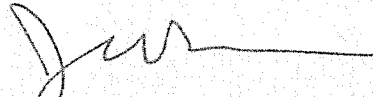
I represent Manish Gupta and Manish Enterprises, Inc., concerning the referenced apartment property in San Simeon. Recently Mr. Gupta presented the attached request for consideration of overcharges. I am informed your staff intends to recommend a zero reimbursement for the overcharges on his apartment complex, based on advice of counsel. I find this to be quite an indefensible position and wish you to consider this matter from a Board management perspective.

As you are aware, the billing rate for sewer is clearly differentiated in the District ordinances between motel use and the apartment use. My client recently discovered that since 2014 the District has been charging the meters associated with this property, 278 and 279, the motel rate for sewer, even though it has been in use as an apartment all this time, having been converted from motel use by County approval in 2013 and construction efforts in 2014. The rate has been recently corrected to apartment use, per the attached 2020 billings for meters (278 and 279). These can be compared to the 2020 billings for these same meters, also attached.

The District has been fully aware since at least 2014 of the use of the property as apartments. The District was aware of the County approval in 2013 to convert this use from motel to apartments as it was a referral agency and had to sign off prior to County approval. The District also signed off on construction cards during construction of the conversion in 2014. This utility had a responsibility to charge the correct rate on this use and did not. That is a clear overcharge and my client should receive a full refund of his claim for all years of the overcharge.

Attached are the documents summarizing my client's claim, which totals \$94,676.20. He would welcome discussion of avenues for repayment of these overcharges.

Belsher Law, PC



John W. Belsher, Esq. Attorney for
Manish Gupta and Manish Enterprises, Inc.

JWB//llm

Cc:

Client

Natalie Frye Laacke (nfryelaacke@ammcglaw.com)

MANISH ENTERPRISES INC.
9490 Avonne Ave.
SAN SIMEON, CA 93452

San Simeon Community Services District
9245 Balboa Ave.
San Simeon, CA 93452

June 8, 2020

Re: 9490 Avonne Ave. San Simeon, CA 93452

Dear Respected Board Members,

My name is Manish Gupta and I am the owner of the Oceanside Apartments on 9490 Avonne Ave. San Simeon, CA. 93452.

I'd like to request a review of my water bill since December 6, 2013 (12/6/13).

Specifically, I would like to have the sewer rates reviewed.

I believe that when the address above was approved from commercial to multi-family residential on December 6, 2013, the rate structure for the water bill was not changed to reflect it.

Thus, I have been paying commercial water rates rather than residential multi-family.

Please advise on the credit amounts due.

I look forward to hearing from you.

Sincerely,

Manish Gupta

**MANISH ENTERPRISES INC.
9490 Avonne Ave.
SAN SIMEON, CA 93452**

San Simeon Community Services District
9245 Balboa Ave.
San Simeon, CA 93452

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Sincerely,

Manish Gupta

**San Simeon CSD
Ordinance
Rate Increases**

Fiscal Year	09-10	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
Ordinance	#103	#105	#105	#105	#105	#105	#110	#110	#110	#110	#110	#121	#121	#121
Ordinance Adopted	8/9/2007	8/12/2009	8/12/2009	8/12/2009	8/12/2009	8/12/2009	11/11/2011	11/11/2011	11/11/2011	11/11/2011	11/11/2011	8/14/2019	8/14/2019	8/14/2019
Ordinance Effect	7/1/2009	9/1/2009	7/1/2010	7/1/2011	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	9/25/2019	7/1/2020	7/1/2021
Meter Charge														
Per Month - Per Meter	\$15.36	\$16.74	\$18.28	\$20.44	\$23.04	\$25.80	\$27.37	\$28.10	\$30.82	\$32.33	\$34.20	\$36.18	\$37.27	\$38.39
% increase	4.50%	9.00%	9.20%	11.80%	12.7%	12.0%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Water Rates														
Per 100cf Water Used														
All Users	\$5.49	\$5.98	\$6.53	\$7.30	\$8.23	\$9.22	\$9.78	\$10.40	\$11.01	\$11.55	\$12.22	\$12.93	\$13.32	\$13.72
% increase	4.50%	9.00%	9.20%	11.80%	12.7%	12.0%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Irrigation Meters	\$8.80	\$9.59	\$10.95	\$12.24	\$13.79	\$15.44	\$16.38	\$17.41	\$18.44	\$19.34	\$20.47	\$21.65	\$22.30	\$22.97
% increase	4.50%	9.00%	14.20%	11.80%	12.7%	12.0%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Sewer Rates														
Per 100cf Water Used														
Hotels	\$5.38	\$6.13	\$7.00	\$8.18	\$9.62	\$11.26	\$11.95	\$12.70	\$13.45	\$14.11	\$14.93	\$15.79	\$16.27	\$16.75
% increase	4.50%	14.00%	14.20%	16.80%	17.7%	17.0%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Residences	\$3.31	\$3.77	\$4.31	\$5.03	\$5.92	\$6.93	\$7.35	\$7.82	\$8.28	\$8.68	\$9.19	\$9.72	\$10.01	\$10.31
% increase	4.50%	14.00%	14.20%	16.80%	17.6%	17.1%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Restaurants	\$8.34	\$9.50	\$10.85	\$12.67	\$14.91	\$17.44	\$18.50	\$19.67	\$20.83	\$21.85	\$23.12	\$24.46	\$25.19	\$25.95
% increase	4.50%	14.00%	14.20%	16.80%	17.7%	17.0%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Commercial	\$3.31	\$3.77	\$4.31	\$5.03	\$5.92	\$6.93	\$7.35	\$7.82	\$8.28	\$8.68	\$9.19	\$9.72	\$10.01	\$10.31
% increase	4.50%	14.00%	14.20%	16.80%	17.6%	17.1%	6.1%	6.3%	5.9%	4.9%	5.8%	5.8%	CPI+3.0%	CPI+3.0%
Irrigation	none	none	none	none	none	none	none	none	none	none	none	none	none	none
% increase														
Recycled Water														
							0.0074	0.0083	0.0088	0.0092	0.0098	0.0103	0.0109	0.0116

Account Number	<u>279</u>	<u>278</u>	
Total Credit for 2020	\$ 5,201.36	\$ 442.26	
Total Credit for 2019	\$ 13,788.16	\$ 4,663.99	
Total Credit for 2018	\$ 2,845.24	\$ 13,917.97	
Total Credit for 2017	\$ 2,731.53	\$ 12,945.69	
Total Credit for 2016	\$ 4,244.93	\$ 9,834.15	
Total Credit for 2015	\$ 1,971.84	\$ 11,454.80	
Total Credit for 2014		\$ 10,634.28	
Grand Total	<u>\$ 30,783.06</u>	<u>\$ 63,893.14</u>	\$ 94,676.20