

Board of Directors San Simeon Community Services District



SPECIAL BOARD MEETING PACKET

January 17, 2023
Meeting Start Time 5:30 pm

Virtual Board Meeting via Zoom Webinar

Prepared by:



GRACE
ENVIRONMENTAL SERVICES

**SPECIAL MEETING AGENDA
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS SPECIAL BOARD MEETING
Tuesday, January 17, 2023
5:30 pm**

Pursuant to San Simeon CSD Resolution 22-462 and in compliance with AB 361 this meeting shall occur as a virtual teleconference using the Zoom app.

Internet Meeting Location – Via ZOOM

Join Zoom for the Board Session:

<https://us02web.zoom.us/j/9270537206>

Or One tap mobile:

US: +16699009128, 9270537206#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128

The following commands can be entered via DTMF tones using your **phone's** dial pad while in a **Zoom meeting**: *6 - Toggle mute/unmute. *9 - **Raise hand**.

Meeting ID: 927 053 7206

NOTE: On the day of the meeting, the virtual meeting room will be open 30 minutes prior to the meeting start time. If you wish to submit public comment in the written format you can email 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. OPEN SESSION:

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 December.
- ii. **CHP Report** – Report for December.
- iii. **Superintendent's Report** – Summary of December Activities.

- iv. **General Manager’s Report** – Summary of December Activities.
- v. **District Financial Summary** – Summary of December Financials.
- vi. **District Counsel’s Report** – Summary of December Activities.
- vii. **Board Member Report** – Summary of December Activities.

B. AD-HOC & STANDING COMMITTEE REPORTS:

- i. **Status Update** – Budget Committee
- ii. **Status Update** – Water Committee
- iii. **Status Update** – Camping Ordinance on District Streets
- iv. **Status Update** – Coastal Hazard Response Plan

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

4. CONSENT AGENDA ITEMS:

Public Comment – This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Consent Agenda Items. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes or less with additional time at the discretion of the Chair.

- A. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON DECEMBER 8, 2022.**
- B. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON DECEMBER 16, 2022.**
- C. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON DECEMBER 20, 2022.**
- D. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- E. ADOPTION OF RESOLUTION 23-463 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**

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 Chairperson. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes or less per person for each business item, with additional time at the discretion of the Chair.

- A. REVIEW AND APPROVAL OF THE DRAFT AUDIT FOR FISCAL YEAR 2021/2022.**
- B. DISCUSSION, REVIEW AND APPROVAL OF THE STILLWATER PICO CREEK INSTREAM FLOW MANAGEMENT PLAN, INCLUDING DISCUSSION AND DIRECTION TO STAFF CONCERNING THE NEXT STEPS.**

- C. INTERMEDIATE UPDATE AND DISCUSSION OF THE COASTAL HAZARD RESPONSE PLAN BETWEEN PUBLIC OUTREACH EVENTS AND TO PROVIDE ADDITIONAL DIRECTION FOR THE STUDY.
- D. DISCUSSION REGARDING PURCHASING OF LAPTOPS FOR BOARD MEMBERS AND CYBERSECURITY POLICIES FOR THE DISTRICT.
- E. DIRECTION TO STAFF REGARDING HYBRID BOARD MEETINGS AND FINDING A LOCATION FOR IN-PERSON BOARD MEETINGS TO OCCUR.
- F. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS AND ADHOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01.
- G. DISCUSSION AND REVIEW OF THE 2023 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT.
- H. REVIEW AND APPROVAL OF THE HEARST CORPORATION/SSCSD LIMITED TERM ENCROACHMENT EASEMENT AGREEMENT.
- I. DISCUSSION, REVIEW, AND RATIFICATION OF SSCSD/WHITE & BRENNER GENERAL SERVICES AGREEMENT.

6. PUBLIC HEARING:

- A. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 124 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO ADOPT AND MODIFY THE WATER MORATORIUM.

7. CLOSED SESSION:

The Board will adjourn to Closed Session to address the following item:

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code § 54956.9: One (1) Potential Case – Ron Hurlbert

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Gov. Code, § 54957(b)(1))

Title: General Manager

******RECONVENE TO OPEN SESSION******

Report on Closed Session

- 8. **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).

9. 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 Office 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.iii Special Presentations and Reports: Superintendent Reports



SUPERINTENDENT'S REPORT

Item 3.A.iii.

Prepared By: Steve Orellana

1. Wastewater Treatment Plant

- Sampling, testing, and reporting at the Wastewater Treatment Plant was performed as required by the Regional Water Quality Control Board (RWQCB).
- The monthly report was submitted to the State Water Resources Control Board (SWRCB).

2. Water Treatment and Distribution System

- Sampling, testing, and reporting was performed as required by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW).
- The monthly report was submitted to the SWRCB, DDW.
- Monthly water meter reading was performed.
- R.O. System was stopped for chloride treatment on 12/4/2022.
- Filter Operations began with Seasonal Creek flow on 12/4/2022.

3. District and Equipment Maintenance

- Staff continues with the scheduled preventive maintenance for the equipment at the facilities.
- Staff responded to 2 service requests.
- Staff responded to 1 underground service alert.

San Simeon Community Services District

Superintendent's Report

December 2022

MONTHLY DATA REPORT

Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells 1 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
12/01/22	Wednesday	67,826	74,710	47,573	0	47,573	53,716	43,782	9,934	202	- -	0	14.1	13.7	1.12	1,362
12/02/22	Thursday	63,563	76,280	51,762	0	51,762	55,223	45,249	9,974	193	423 -	0	14.0	13.5	0.08	2,350
12/03/22	Friday	125,899	143,810	57,446	0	57,446	589	370	219	190	489 -	0	14.0	13.6	0.83	2,393
12/04/22	Saturday	81,887	71,820	0	64,777	64,777	0	0	0	93	- 218	0	10.6	9.7	1.01	6,536
12/05/22	Sunday	51,850	58,030	0	64,104	64,104	0	0	0	193	- 159	0	10.4	9.7	0.21	2,450
12/06/22	Monday	66,512	70,500	0	36,951	36,951	0	0	0	206	- 187	0	10.0	9.6	0.15	1,611
12/07/22	Tuesday	47,321	54,020	1,346	70,088	71,434	0	0	0	-	- -	0	10.0	9.4	0.00	2,210
12/08/22	Wednesday	47,632	54,770	0	37,699	37,699	0	0	0	167	- 149	0	10.1	9.8	0.00	794
12/09/22	Thursday	44,024	52,030	0	46,600	46,600	0	0	0	176	- 162	0	10.1	9.7	0.02	2,520
12/10/22	Friday	110,109	118,190	0	70,536	70,536	0	0	0	-	- -	0	-	-	1.26	1,705
12/11/22	Saturday	87,184	91,630	0	59,990	59,990	0	0	0	-	- -	0	-	-	0.00	12,029
12/12/22	Sunday	72,082	75,860	0	48,620	48,620	0	0	0	149	- 103	0	8.8	8.4	0.00	5,006
12/13/22	Monday	59,587	50,970	0	44,581	44,581	0	0	0	137	- -	0	9.3	8.7	0.00	3,307
12/14/22	Tuesday	51,899	49,720	1,272	47,498	48,770	0	0	0	137	- 83	0	9.6	9.0	0.00	1,977
12/15/22	Wednesday	58,856	63,430	0	38,073	38,073	0	0	0	103	57 83	0	9.7	9.3	0.00	2,731
12/16/22	Thursday	52,563	60,450	0	76,446	76,446	0	0	0	-	- -	0	9.8	9.4	0.00	1,696
12/17/22	Friday	56,845	63,660	0	69,040	69,040	0	0	0	-	- -	0	9.9	9.5	0.00	1,452
12/18/22	Saturday	51,802	55,740	0	41,514	41,514	0	0	0	83	- 83	0	10.0	9.6	0.00	1,446
12/19/22	Sunday	55,044	62,190	0	70,013	70,013	0	0	0	83	- 83	0	10.1	9.5	0.00	1,958
12/20/22	Monday	56,433	61,650	68,068	0	68,068	0	0	0	83	65 -	0	10.1	9.5	0.00	1,344
12/21/22	Tuesday	54,494	58,290	42,187	0	42,187	0	0	0	83	74 -	0	10.1	9.6	0.00	1,175
12/22/22	Wednesday	45,159	51,550	55,726	12,267	67,993	0	0	0	-	65 -	0	10.1	9.8	0.00	1,280
12/23/22	Thursday	46,354	50,590	0	91,181	91,181	0	0	0	-	- -	0	10.1	9.6	0.01	1,147
12/24/22	Friday	51,920	61,350	0	47,423	47,423	0	0	0	74	- -	0	10.1	9.6	0.00	1,066
12/25/22	Saturday	66,762	69,020	7,854	57,372	65,226	0	0	0	-	- -	0	10.1	9.7	0.00	1,344
12/26/22	Sunday	53,792	59,100	51,986	2,020	54,006	0	0	0	-	- -	0	10.1	9.8	1.78	610
12/27/22	Monday	152,497	157,440	0	101,578	101,578	0	0	0	-	- 74	0	10.0	9.7	0.00	3,086
12/28/22	Tuesday	95,734	102,150	1,197	62,682	63,879	0	0	0	74	- -	0	9.3	8.9	0.08	11,059
12/29/22	Wednesday	92,162	92,130	0	81,756	81,756	0	0	0	-	- 49	0	9.5	9.2	0.66	5,556
12/30/22	Thursday	160,095	162,070	0	55,502	55,502	0	0	0	-	- -	0	9.7	9.2	0.77	4,347
12/31/22	Friday	132,879	161,510	0	121,101	121,101	0	0	0	64	- -	0	8.9	8.6	0.00	13,520
TOTALS		2,260,766	2,434,660	386,417	1,519,412	1,905,829	109,528	89,401	20,127			0			7.98	101,067
Average		72,928	78,537	12,465	49,013	61,478	3,533	2,884	649	131	196 119	0	10.3	9.8	0.26	3,260
Minimum		44,024	49,720	0	0	36,951	0	0	0	64	57 49	0	8.8	8.4	0.00	610
Maximum		160,095	162,070	68,068	121,101	121,101	55,223	45,249	9,974	206	489 218	0	14.1	13.7	1.78	13,520

DATA SUMMARY SHEET

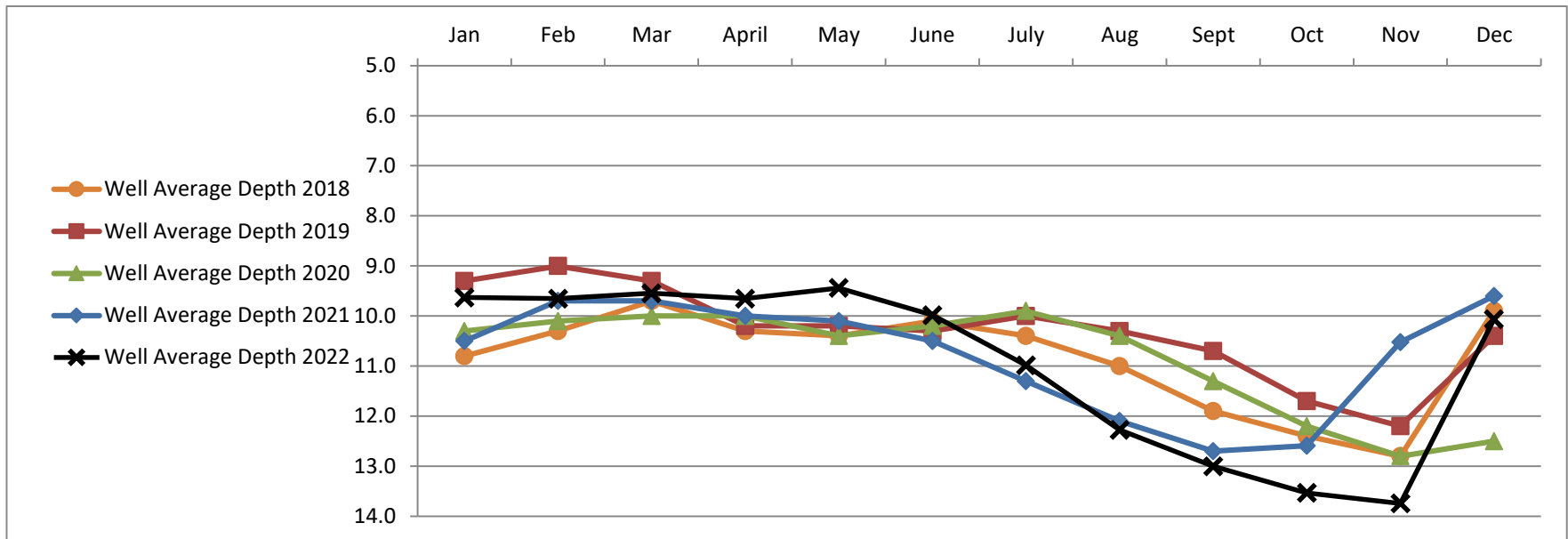
2022													
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total for 2022
Wastewater Influent	1,571,222	1,389,949	1,589,863	1,719,101	1,798,328	2,016,224	2,377,922	2,144,776	1,831,090	1,703,468	1,749,106	2,260,766	22,151,815
Wastewater Final Effluent (Month Cycle)	1,649,170	1,498,768	1,725,410	1,871,010	1,996,900	2,172,360	2,440,050	2,149,140	1,989,820	1,877,540	1,939,200	2,434,660	23,744,028
Adjusted Wastewater Influent (- State Flow)	1,522,839	1,356,607	1,549,685	1,690,058	1,608,515	1,780,084	2,203,484	2,090,258	1,774,814	1,650,919	1,700,028	2,159,699	21,086,990
Water Produced (month cycle)	1,683,299	1,654,800	1,924,903	2,059,394	2,175,259	2,390,458	2,811,134	2,445,960	2,414,544	2,119,832	2,071,137	1,905,829	25,656,550
Sewer Influent/Water Produced Ratio	0.93	0.84	0.83	0.84	0.83	0.84	0.85	0.88	0.76	0.80	0.84	1.19	N/A
Adjusted Sewer/Water Produced Ratio	0.91	0.82	0.81	0.82	0.74	0.74	0.78	0.85	0.74	0.78	0.82	1.13	N/A
Well 1 Water Production	798,864	892,663	1,308,402	1,210,189	1,818,687	2,225,599	2,698,709	2,221,111	2,332,713	1,035,008	885,707	386,417	17,814,069
Well 2 Water Production	884,435	762,137	616,502	849,204	356,572	164,859	112,424	224,849	81,831	1,084,824	1,185,430	1,519,412	7,842,481
Total Well Production	1,683,299	1,654,800	1,924,903	2,059,394	2,175,259	2,390,458	2,811,134	2,445,960	2,414,544	2,119,832	2,071,137	1,905,829	25,656,550
Water Well 1 Avg Depth to Water	9.8	9.8	9.7	9.8	9.6	10.1	11.1	12.4	13.1	13.7	13.9	10.3	N/A
Water Well 2 Avg Depth to Water	9.4	9.5	9.4	9.5	9.3	9.9	10.9	12.2	12.9	13.4	13.6	9.8	N/A
Average Depth to Water of Both Wells	9.6	9.7	9.5	9.7	9.4	10.0	11.0	12.3	13.0	13.5	13.7	10.1	N/A
Change in Average Depth to Water from 2021	-0.9	0.0	-0.2	-0.3	-0.7	-0.5	+1.1	+1.9	+1.7	+0.8	+3.1	+0.4	N/A
Average Chloride mg/L at the Wells	<30	36	35	32	<30	<30	<30	<30	39	115	251	158	N/A
State Wastewater Treated	48,383	33,342	40,178	29,043	189,813	236,140	174,439	54,518	56,276	52,549	49,078	101,067	1,064,825
State % of Total WW Flow	3%	2%	3%	3%	11%	12%	7%	3%	3%	3%	3%	4%	5%
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	0	4,500	4,500	0	4,500	9,000	13,500	0	4,500	4,500	4,500	0	49,500
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	0
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	0
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
2021													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total for 2021
Wastewater Influent	2,399,103	1,705,622	1,820,175	1,763,875	1,619,717	1,901,547	2,158,434	1,943,680	1,675,426	1,703,610	1,507,913	2,546,220	22,745,322
Wastewater Final Effluent (Month Cycle)	2,546,130	1,747,000	1,874,290	1,827,000	1,826,280	2,057,550	2,281,620	1,997,150	1,837,180	1,801,220	1,613,060	2,699,710	24,108,190
Adjusted Wastewater Influent(- State Flow) *	2,148,485	1,645,420	1,765,245	1,705,967	1,552,211	1,825,611	2,078,540	1,854,274	1,603,573	1,644,544	1,471,062	2,368,128	21,663,060
Water Produced (month cycle)	1,851,150	1,682,402	1,907,250	2,114,147	2,080,786	2,385,297	2,699,083	2,171,145	2,100,384	1,955,870	1,743,588	1,887,877	24,578,981
Sewer Influent/Water Produced Ratio	1.30	1.05	0.95	0.83	0.78	0.80	0.88	0.92	0.80	0.87	0.87	1.35	N/A
Adjusted Sewer/Water Ratio	1.16	0.95	0.93	0.81	0.75	0.77	0.85	0.90	0.78	0.84	0.84	1.25	N/A
Average Depth of Both Wells	10.5	9.7	9.7	10.0	10.1	10.5	9.9	10.4	11.3	12.7	10.6	9.7	N/A
Change in Average Depth to Water from 2020	-0.2	0.4	0.3	0.0	0.3	-0.3	0.0	0.0	0.0	-0.5	2.2	2.8	N/A
Average Chloride mg/L at the Wells	352	169	77	41	31	30	-	-	-	<30	41	37	N/A
State Wastewater Treated	250,618	60,202	125,914	57,908	67,506	75,936	79,894	89,406	71,853	59,066	36,851	178,092	1,153,246
State % of Total WW Flow	10%	4%	7%	3%	4%	4%	4%	5%	4%	3%	2%	7%	5%
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	0	4,500	0	4,500	9,000	4,500	9,000	0	4,500	22,500	0	0	58,500
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	0
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	0
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

December 2022

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
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	12.2	12.8	12.5
Well Average Depth 2021	10.5	9.7	9.7	10.0	10.1	10.5	11.3	12.1	12.7	12.6	10.5	9.6
Well Average Depth 2022	9.6	9.7	9.5	9.7	9.4	10.0	11.0	12.3	13.0	13.5	13.7	10.1



**3.A.iv. Special Presentations and Reports:
General Manager's Report
Charlie Grace**



GENERAL MANAGER'S REPORT

Item 3.A.iv.

GES Staff Activity – Report on staff activities for the month of December 2022.

Regular activities performed by staff include:

Processing of utility payments, customer service duties, answering phone calls, mailing of the regular monthly utility bills. Prepared and distributed three (3) special meeting agendas and packets.

GES Staff also attended to the following items:

- Responded to nine (9) written public records requests.

Update on District Grants:

LCP Grant – No update

Update on District Projects:

Update on the Pico Creek Instream Flow Study – During the November Board meeting the Board relayed many questions about the draft report to Stillwater. After presenting the draft to the Board, Stillwater prepared a final report which is part of the Board Packet this evening.

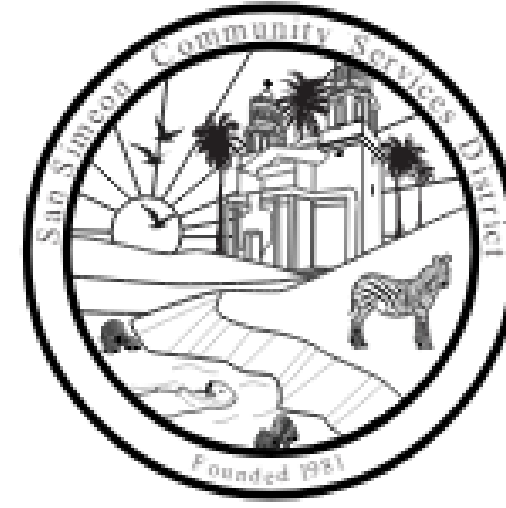
Update on the Rate Study – Suggested water rates by RCAC and wastewater rates by RDN have been prepared and are ready for review during the next Budget Committee meeting.

Update on the Hearst Encroachment Easement Agreement – The Wildlife Conservation Board has completed their review; this item is on this evening's agenda.

Update on the Water Tank Project – Discussed timing of easement with the property owner. Priority is the Reverse Osmosis Hearst Encroachment Agreement completion mentioned above.

Pipe Bridge Draft Design 30% review – The draft design 30% submittal is presented this evening for review. Ashley Vance (here this evening) can hear comments and move toward 50% design.

PIPE BRIDGE REPLACEMENT



CONSTRUCTION PLANS FOR SAN SIMEON COMMUNITY SERVICES DISTRICT PIPE BRIDGE REPLACEMENT

JANUARY 2023



PROJECT AREA MAP
NOT TO SCALE

CONTACT LIST:

OWNER:
SAN SIMEON COMMUNITY SERVICES DISTRICT
111 PICO AVENUE
SAN SIMEON, CA 93452

ENGINEER OF RECORD:
ASHLEY & VANCE ENGINEERING
1229 CARMEL STREET
SAN LUIS OBISPO, CA 93401
IAN SHOEBRIDGE, SE
805-545-0010

EARTH SYSTEMS PACIFIC
4378 OLD SANTA FE ROAD
SAN LUIS OBISPO, CA 93401
ROBERT DOWN, PE
805-544-3276

PADRE ASSOCIATES, INC.
369 PACIFIC STREET
SAN LUIS OBISPO, CA 93401
805-786-2650

MBS LAND SURVEYS
3559 SOUTH HIGUERA STREET
SAN LUIS OBISPO, CA 93401
805-594-1960

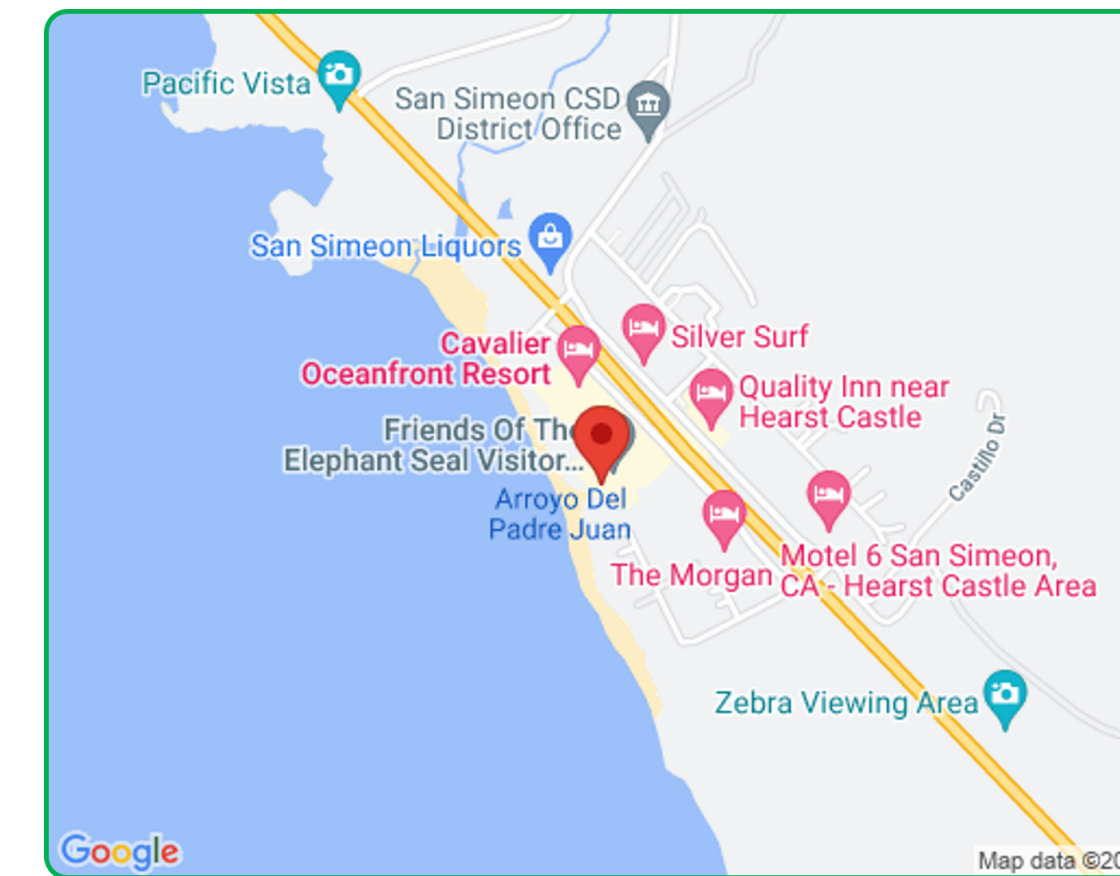
SHEET INDEX

C-0.1 TITLE SHEET
C-0.2 NOTES SHEET
C-2.1 SITE IMPROVEMENT PLAN
C-5.1 EROSION CONTROL PLAN
S-1.1 STRUCTURAL TITLE SHEET
S-1.2 STRUCTURAL SPECIFICATIONS
S-2.1 DEMOLITION PLAN
S-2.2 NEW BRIDGE PLAN

PROJECT INFO:

SITE ADDRESS:
SAN SIMEON COMMUNITY SERVICES DISTRICT
111 PICO AVENUE
SAN SIMEON, CA 93452

UTILITY CONTACT LIST:



PROJECT VICINITY MAP
NOT TO SCALE



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Engineer of Record:

COORDINATION SET
NOT FOR BIDDING
OR CONSTRUCTION

PIPE BRIDGE REPLACEMENT
9245 BALBOA AVENUE
SAN SIMEON, CALIFORNIA

Revision:

PROJ. ENGR.: N. VINCENT PHONE EXT.: 150
PROJ. MNGR.: I. SHOEBRIDGE PHONE EXT.: 116
DATE: 2 JAN. 2023 SCALE: NTS
A&V JOB NO.: 22705

COVER PAGE

DRAFT

PIPE BRIDGE REPLACEMENT

9245 BALBOA AVE
SAN SIMEON, CA 93452

GOVERNING BUILDING CODES

ALL WORK, MATERIALS, METHODS, ETC. SHALL CONFORM TO ALL GOVERNING CODES AND REGULATIONS THAT ARE CURRENTLY IN EFFECT:

2019 CALIFORNIA BUILDING CODE (CBC)
2019 CALIFORNIA RESIDENTIAL CODE (CRC) BASED ON 2018 IRC,
2019 CALIFORNIA ELECTRICAL CODE (CEC)
BASED ON 2017 NATIONAL ELECTRICAL CODE (NEC),
2019 CALIFORNIA MECHANICAL CODE (CMC)
BASED ON 2018 UNIFORM MECHANICAL CODE (UMC),
2019 CALIFORNIA PLUMBING CODE (CPC)
BASED ON 2018 UNIFORM PLUMBING CODE (UPC),
2019 CALIFORNIA ENERGY CODE (CEC)
2019 CALIFORNIA FIRE CODE (CFC) BASED ON 2018 IFC,
2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN),
2019 COUNTY OF SAN LUIS OBISPO CONSTRUCTION AND FIRE CODES.

NOTE:

REMODELING OR DEMOLITION OF PRE-1978 STRUCTURES WITHOUT USING LEAD SAFE WORK PRACTICES IS A VIOLATION OF THE CALIFORNIA HEALTH AND SAFETY CODE SECTION 105256. CONTRACTORS, REMODELERS AND PAINTERS ARE REQUIRED TO USE "LEAD-SAFE" WORK PRACTICES PURSUANT TO TITLE 17, CALIFORNIA CODE OF REGULATIONS SECTION 36050.

OWNER'S RESPONSIBILITIES

A. PRIOR TO COMMENCING CONSTRUCTION CALLED FOR BY THESE PLANS, SPECIFICATIONS AND DETAILS, THE OWNER SHALL ENGAGE A GEOTECHNICAL ENGINEER TO PROVIDE CONSTRUCTION PHASE OBSERVATION AND TESTING SERVICES AND SHALL ALSO ENGAGE THE PROJECT ENGINEER OR ANOTHER QUALIFIED PARTY TO PROVIDE PROJECT CONSTRUCTION OBSERVATION AND ASSURANCES ON CONFORMANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND AGENCY REQUIREMENTS. THE OWNER SHALL ALSO ASSURE THAT CONTRACTOR(S) ENGAGED TO PROPERLY IMPLEMENT THE CONSTRUCTION CALLED FOR ON THESE PLANS, SPECIFICATIONS AND DETAILS INCLUDING THOSE TASKS CALLED FOR ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN DOCUMENT OR EROSION CONTROL PLAN SHEETS ATTACHED AS PART OF THESE PLANS.

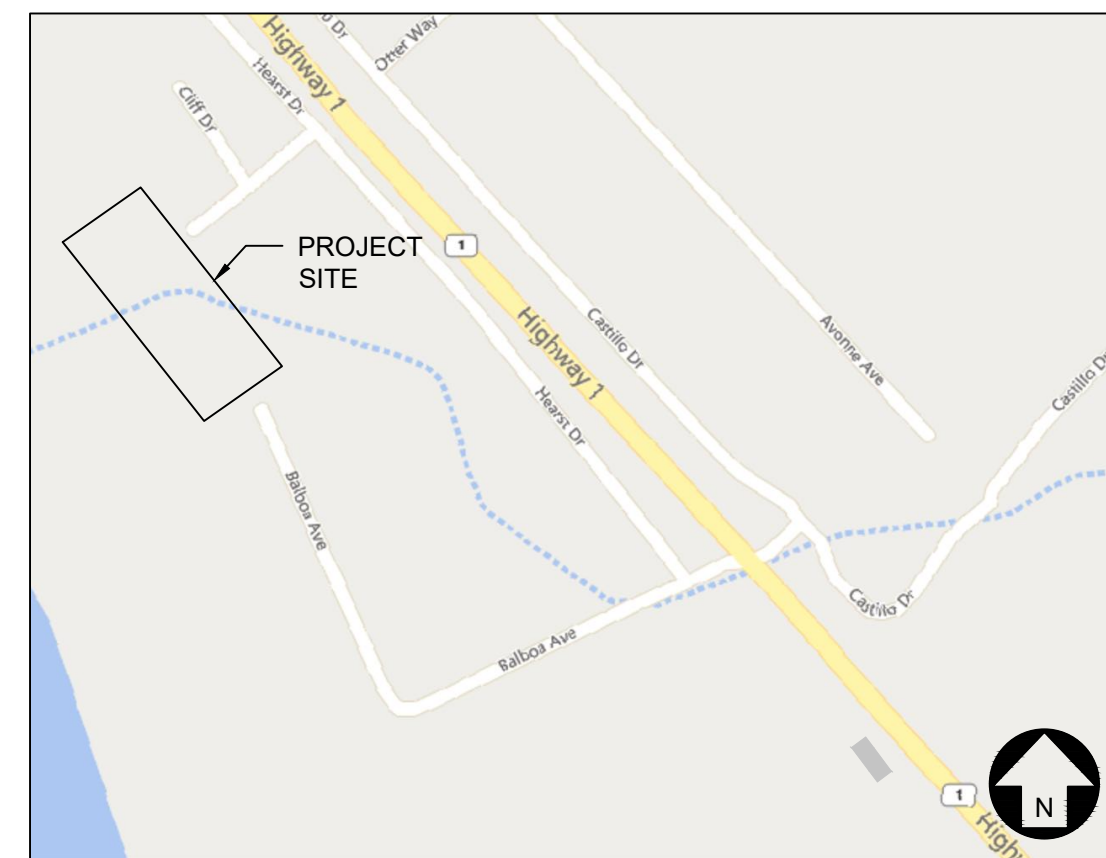
B. GEOTECHNICAL ENGINEER'S RESPONSIBILITIES:

1. A GEOTECHNICAL ENGINEER SHALL REVIEW THESE PLANS WITH RESPECT TO GENERAL CONFORMANCE WITH THE INTENT OF THE RECOMMENDATIONS PRESENTED IN THE PROJECT SOILS ENGINEERING REPORT. THE PLAN REVIEW SHALL BE PERFORMED SPECIFICALLY WITH RESPECT TO GEOTECHNICAL FACTORS DISCUSSED IN THE REFERENCED REPORT. IN PERFORMING THE REVIEW, A GEOTECHNICAL ENGINEER SHALL ATTEMPT TO VERIFY THAT THE CONCEPTS AND RECOMMENDATIONS PRESENTED IN THE REPORT ARE GENERALLY INCORPORATED INTO THE PLANS. IN ACCORDANCE WITH THIS LEVEL OF REVIEW, THE PLANS ARE TO BE FOUND IN SUBSTANTIAL CONFORMANCE WITH THE CONCEPTS AND RECOMMENDATIONS PRESENTED IN THE NOTED REPORT.
2. UPON BEING RETAINED BY THE OWNER PRIOR TO CONSTRUCTION THE GEOTECHNICAL ENGINEER SHALL RECOMMEND TO THE OWNER AND THE CONTRACTOR THE LEVEL OF OBSERVATION AND TESTING THAT WILL BE PROVIDED DURING CONSTRUCTION. PROVIDED THAT THE CONTRACTOR FULFILLS HIS OR HER RESPONSIBILITY FOR TIMELY REQUESTS FOR THOSE SERVICES DURING CONSTRUCTION, THE GEOTECHNICAL ENGINEER SHALL PROVIDE OBSERVATION AND TESTING AT THE PROJECT WORK AREA OF EARTHWORK OPERATIONS, INCLUDING TRENCHING AND PAVEMENT SUBGRADE PREPARATION, AS NECESSARY TO HAVE REASONABLE CERTAINTY THAT THE EARTHWORK IS PERFORMED IN GENERAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, AND WITH THE REQUIREMENTS OF SAN LUIS OBISPO COUNTY CODE CHAPTER 14 (GRADING ORDINANCE No.4786).
3. UPON COMPLETION OF EARTHWORK, THE GEOTECHNICAL ENGINEER SHALL, UPON REQUEST, PROVIDE A FINAL REPORT WITH RESULTS OF THEIR OBSERVATION AND TESTING DURING EARTHWORK OPERATIONS. PROVIDED THAT THE WORK IS PERFORMED IN CONFORMANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS, THE REPORT WILL STATE THEIR OPINION THAT THE GRADING WAS COMPLETED IN SUBSTANTIAL COMPLIANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.

C. CONTRACTOR'S STORM WATER POLLUTION CONTROL RESPONSIBILITIES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONSTRUCT AND MAINTAIN POLLUTION PREVENTION MEASURES INCLUDING THOSE FOR EROSION AND SEDIMENT CONTROL, AS NECESSARY TO PREVENT ANY POLLUTANT AT ANY LEVEL FROM BEING CONVEYED OFF THE CONSTRUCTION SITE AND THAT THESE MEASURES MUST CONTINUE TO BE MAINTAINED UNTIL THE REQUIRED POST-CONSTRUCTION POLLUTION PREVENTION MEASURES ARE IN PLACE AND COMPLETELY FUNCTIONAL, INCLUDING PERMANENT LANDSCAPING.
2. THE SPECIFIC MEASURES WHICH MAY BE CALLED FOR ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN CANNOT ADDRESS ALL SITE DEVELOPMENT AND STORM CHARACTERISTICS WHICH WILL EVOLVE OVER THE COURSE OF CONSTRUCTION AND THAT IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOT ONLY IMPLEMENT THE PLAN, BUT TO MAKE ADJUSTMENTS AND EXPANSIONS IN THE IMPLEMENTATION AS NECESSARY TO ADAPT TO THE CONTRACTOR'S CONSTRUCTION OPERATIONS AND SCHEDULE AND TO ADDRESS EVOLVING SITE CONDITIONS AND ACTUAL WEATHER CONDITIONS.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE EMPLOYEES AND SUBCONTRACTORS ARE TRAINED REGARDING THESE REQUIREMENTS AND TO MAINTAIN RECORDS OF THE INSTALLATION, MODIFICATION, INSPECTION, AND MAINTENANCE OF STORM WATER POLLUTION PREVENTION MEASURES INCLUDING, BUT NOT LIMITED TO: TRAINING, INSPECTION, MAINTENANCE LOGS; RECORD DRAWINGS SHOWING LOCATIONS, LIMITS, AND DATES OF INSTALLATION FOR VARIOUS MEASURES; DATED PHOTOGRAPHS AND FIELD SKETCHES.
4. THE CONTRACTOR SHALL BE FAMILIAR WITH AND AGREE TO IMPLEMENT THE MEASURES AND INSTALLATIONS DEPICTED ON THE PROJECT STORM WATER POLLUTION PREVENTION PLAN INCLUDING INSTALLATION, ROUTINE INSPECTION AND MAINTENANCE, ADJUSTMENTS AND EXPANSION DUE TO EVOLVING SITE CONDITIONS, EMERGENCY MAINTENANCE AND ADJUSTMENTS DUE TO ACTUAL STORM AND SITE CONDITIONS, AND DOCUMENTATION.

VICINITY MAP



SURVEY NOTES

EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION SHOWN HEREON PER SURVEY BY MICHAEL B STANTON DATED 10/12/2022.

BOUNDARY DATA: PER BK 6 PG 49 RECORD OF SURVEY

BASIS OF BEARINGS: THE COORDINATES AND BEARING FOUND HEARON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 9 0405, (1991.35) IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID COORDINATES AND BEARINGS ARE BASED LOCALLY UPON FILED-OBSERVED TIES TO CAL TRANS CONTROL POINT PM54.58.

BENCHMARK: NGS BENCHMARK A1015. STANDARD BENCHMARK STAMPED "U 259 RESET 1998" AT HWY 1 CONCRETE BRIDGE OVER PICO CREEK, FLUSH ON THE WESTERLY END OF THE NORTHERLY ABUTMENT, 17.2' WESTERLY OF THE CENTER OF HWY. ELEVATION = 57.3' NAVD 88.

SURVEY MONUMENT PROTECTION:

PROTECT AND PRESERVE, IN PLACE, ALL SURVEY MONUMENTS AND BENCHMARKS. DO NOT DISTURB, MOVE, OR RELOCATE MONUMENTS OR BENCHMARKS WITHOUT THE PRIOR REVIEW AND APPROVAL BY THE AGENCY HAVING JURISDICTION OVER THE MONUMENT OR BENCHMARK. THE CONTRACTOR SHALL CONTRACT WITH A LICENSED SURVEYOR FOR MONUMENTS REQUIRING DISTURBANCE OR REMOVAL, AND THE SURVEYOR SHALL RESET THE MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE AUTHORITY HAVING JURISDICTION, PURSUANT TO ALL APPLICABLE BUSINESS AND PROFESSIONAL CODES.

PROJECT INFORMATION

CLIENT: SAN SIMEON CSD
111 PICO AVE
SAN SIMEON, CA 93452

GEOTECHNICAL: EARTH SYSTEMS
4378 OLD SANTA FE ROAD
SAN LUIS OBISPO, CA 93401

SURVEYOR: MBS LAND SURVEYS
3559 SOUTH HIGUERA ST
SAN LUIS OBISPO, CA 93401

APN: 013-031-028, 041, & 046

SITE AREA: 1.789 AC
AREA DISTURBED: XXX AC

GRADING INFORMATION*

CUT QUANTITY: XXX CUBIC YARDS
FILL QUANTITY: XXX CUBIC YARDS
NET QUANTITY: XXX CUBIC YARDS EXPORT

*NOTE: THE ABOVE QUANTITIES ARE FOR PLANNING AND PERMITTING PURPOSES ONLY. SHRINKAGE, CONSOLIDATION AND SUBSIDENCE FACTORS; LOSSES DUE TO CLEARING AND DEMOLITION OPERATIONS; AND TRENCHING FOR UTILITIES AND FOUNDATIONS ARE NOT INCLUDED. ESTIMATED EARTHWORK QUANTITIES ARE BASED ON THE APPROXIMATE DIFFERENCE BETWEEN EXISTING GRADES AND PROPOSED FINISHED GRADES OR PAVEMENT SUBGRADES, AS INDICATED ON THE PLANS, AND SHALL VARY ACCORDING TO THESE FACTORS AND LOSSES. THE CONTRACTOR SHALL PERFORM AN EARTHWORK ESTIMATE FOR THE PURPOSE OF PREPARING A LUMP SUM BID PRICE FOR EARTHWORK. THE BID PRICE SHALL INCLUDE COSTS FOR ANY NECESSARY IMPORT AND PLACEMENT OF EARTH MATERIALS OR THE EXPORT AND PROPER DISPOSAL OF EXCESS EARTH MATERIALS.

UTILITY PURVEYORS

ELECTRICITY: P G & E COMPANY
406 HIGUERA ST
SAN LUIS OBISPO, CA 93401
805-743-5000

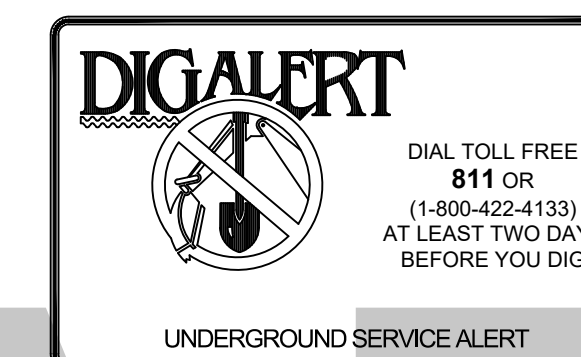
NATURAL GAS: SOUTHERN CALIFORNIA GAS COMPANY
P.O. BOX C
MONTEREY PARK, CA 91756
(800)-427-2200

TELEPHONE: A T & T
994 MILL ST.
SAN LUIS OBISPO, CA 93402
1-800-750-2355

CABLE TV: CHARTER COMMUNICATIONS
7775 SAN LUIS AVE.
ATASCADERO, CA 93422

WATER/SEWER: SAN SIMEON CSD
111 PICO AVENUE
SAN SIMEON, CA 93452

DIG ALERT



PRIOR TO COMMENCING OF ANY EXCAVATION, DIGGING, POT HOLING, ETC. CALL DIG ALERT FOR ASSIGNMENT OF AN INQUIRY ID NUMBER, BECAUSE NO EARTH WORK SHALL COMMENCE UNLESS THE CONTRACTOR HAS OBTAINED THIS AND EACH UTILITY OR OWNER OF SUBSURFACE FACILITIES HAS LOCATED AND MARKED THEIR SUBSURFACE FACILITIES IN THE AREA OF WORK.

NOTE:

PRE-CONSTRUCTION MEETING REQUIRED WITH INSPECTOR. CALL MICHELLE FREEMAN SLO COUNTY AT 805-781-5707.

SCOPE OF WORK

GRADING FOR _____, PAD FOR _____, XXX LF OF SITE RETAINING WALL.

LEGEND

SD	STORM DRAINAGE
W	WATER SERVICE
G	GAS
S	SANITARY SEWER
E	POWER ELECTRICAL
→	DITCH / FLOWLINE
~~~~~	GRADING LIMIT
▽	GRADE SLOPE
---	PROPERTY LINE
---	CENTERLINE
▲	SAWCUT

## STANDARD ABBREVIATIONS

AC	ASPHALTIC CONCRETE	IE	INVERT ELEVATION
BLDG	BUILDING	INV	INVERT
BCR	BEGIN CURB RETURN	LA	LANDSCAPE AREA
BVC	BEGIN VERTICAL CURVE	NG	NATURAL GRADE
BW	BOTTOM OF WALL	PA	PLANTER AREA
CB	CATCH BASIN	PCC	PORTLAND CEMENT CONCRETE
C/L	CENTERLINE	P/L	PROPERTY LINE
CMU	CONCRETE MASONRY UNIT	POC	POINT OF CONNECTION
CONC	CONCRETE	PS	PARKING STRIPE
DW	DRIVEWAY	PVC	POLYVINYL CHLORIDE
ECR	END CURB RETURN	RW	RIGHT OF WAY
EG	EXISTING GRADE	SD	STORM DRAIN
EP	EDGE OF PAVEMENT	SG	SUB-GRADE ELEVATION
EVC	END VERTICAL CURVE	SS	SANITARY SEWER
FF	FINISHED FLOOR	TC	TOP OF CURB, CONCRETE
FG	FINISHED GRADE	TF	TOP OF FOOTING
FH	FIRE HYDRANT	TG	TOP OF GRATE
FL	FLOW LINE	TW	TOP OF WALL
FS	FINISHED SURFACE	VC	VERTICAL CURVE
GB	GRADE BREAK		

## SHEET INDEX

Sheet Number	Sheet Title
C-0.1	TITLE SHEET
C-0.2	NOTES SHEET
C-2.1	SITE IMPROVEMENT PLAN
C-4.1	DETAIL SHEET
C-5.1	EROSION CONTROL PLAN

Plan Prepared By:



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30%  
PROGRESS  
PLOT

PIPE BRIDGE REPLACEMENT  
9245 BALBOA AVE  
SAN SIMEON, CA 93452

## Revisions:

1		
2		
3		
4		
5		

Project Engineer: EMD Ext: 141

Project Manager: KEA

Date: 01/02/2023 Scale: PER PLAN

AV Job No: 22705 Sheet Size: 24" x 36"

TITLE SHEET

C-0.1

PRELIMINARY PLANS - NOT FOR CONSTRUCTION

ASHLEY & VANCE ENGINEERING 1229 CARMEL ST. SAN LUIS OBISPO CA 93401, 805-545-0010 PUBLIC IMPROVEMENT PLANS FOR SAN SIMEON PIPE BRIDGE REPLACEMENT			
<b>TITLE SHEET</b>			
DESIGNED/DRAWN: <b>EMD</b>	COUNTY PLAN CHECKER	APPROVED FOR COUNTY REQUIREMENTS	
JOB NO. <b>22705</b>	COUNTY W.O. NO.	DEVELOPMENT SERVICES ENGINEER	DATE
CALIFORNIA COORDINATES <b>N E - XX.XX 91200</b>	COUNTY POST MILES	COUNTY ROAD NO.	SHEET <b>1</b> OF <b>5</b>

GENERAL NOTES:

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE COUNTY OF SAN LUIS OBISPO AND THE CURRENT EDITION OF THE CALIFORNIA BUILDING CODE.
2. IN THE EVENT OF A CONFLICT BETWEEN ANY REFERENCED STANDARD, THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
3. STORMWATER POLLUTION PREVENTION REQUIREMENTS PER COUNTY OF SAN LUIS OBISPO AND SWRCB.
4. A COPY OF THESE APPROVED PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
5. BEFORE BEGINNING WORK, CONTRACTOR SHALL CONFIRM WITH AGENCIES HAVING JURISDICTION THAT ALL REQUIRED PERMITS AND LICENSES HAVE BEEN OBTAINED AND ALL REQUIRED NOTICES GIVEN.
6. UNDERGROUND AND OVERHEAD CONSTRUCTION IN ADDITION TO WHAT IS SHOWN ON THESE PLANS MAY BE PART OF THIS PROJECT, INCLUDING ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL IMPROVEMENTS. ADDITIONAL PERMITS MAY BE REQUIRED.

GENERAL GRADING NOTES:

- 1. GRADING SHALL BE IN CONFORMANCE WITH RECOMMENDATIONS MADE BY THE GEOTECHNICAL ENGINEER DURING OBSERVATION AND TESTING OF SITE DEMOLITION, PREPARATION, GRADING, AND DEVELOPMENT WORK. FOR ANY CONFLICT BETWEEN THESE PLANS AND THE RECOMMENDATIONS AND RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER, THE MORE STRINGENT PROVISION SHALL GOVERN.
2. AREAS TO BE GRADED SHALL BE CLEARED OF ALL VEGETATION (EXCEPT TREES INDICATED TO REMAIN), INCLUDING ROOTS AND ROOT STRUCTURES, OTHER ORGANIC MATERIAL, DEBRIS, NON-COMPLYING FILL, AND OTHER MATERIAL UNSUITABLE FOR SUPPORT OF FILL AND/OR PROPOSED IMPROVEMENTS, AS RECOMMENDED BY AND UNDER THE OBSERVATION AND TESTING OF THE GEOTECHNICAL ENGINEER. CALL THE INSPECTOR FOR INITIAL INSPECTION.
3. ALL UNSUITABLE SOIL, MATERIALS AND RUBBISH AND DEBRIS RESULTING FROM DEMOLITION AND GRADING OPERATIONS SHALL BE REMOVED FROM THE JOB SITE, TRANSPORTED TO A SUITABLE LOCATION AND DISPOSED OF IN A PROPER AND LEGAL MANNER.
4. AREAS TO RECEIVE FILL MATERIAL AND AREAS TO RECEIVE BUILDINGS, EXTERIOR SLABS, WALKWAYS, WALLS, PAVEMENT AND OTHER STRUCTURAL IMPROVEMENTS SHALL BE PREPARED AS RECOMMENDED BY AND UNDER THE OBSERVATION AND TESTING OF THE GEOTECHNICAL ENGINEER. RECOMMENDATIONS FOR OVER EXCAVATION, ADDITIONAL SCARIFICATION, BACKFILL AND RECOMPACTION ARE CONTAINED IN THE PROJECT GEOTECHNICAL REPORT REFERENCED IN THE GENERAL NOTES ON THESE PLANS.
5. PRIOR TO PLACEMENT OF FILL AND BACKFILL MATERIAL, THE PREPARED AREA SHALL BE INSPECTED AND APPROVED BY THE INSPECTOR. THE GEOTECHNICAL ENGINEER SHALL ALSO OBSERVE THE AREAS TO BE FILLED. ALLOW A MINIMUM 48-HOUR NOTICE. FILL AND BACKFILL PLACED ON THE PREPARED AREA WITHOUT THE REQUIRED OBSERVATION SHALL BE REMOVED.
6. ALL FILL MATERIAL, WHETHER EXCAVATED ON-SITE OR IMPORTED FROM OFF-SITE, SHALL BE TESTED AND APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT. IMPORTED FILL MATERIAL SHALL BE EQUAL TO OR BETTER IN QUALITY THAN THE ON-SITE SOILS AND SHALL CONFORM TO THE RECOMMENDATION OF THE GEOTECHNICAL ENGINEER. THE GEOTECHNICAL ENGINEER SHALL TEST AND APPROVE THE SOIL PROPOSED FOR IMPORT FOR STRUCTURAL FILL PRIOR TO IMPORTATION TO THE SITE. THE LANDSCAPE ARCHITECT AND THE GEOTECHNICAL ENGINEER SHALL TEST AND APPROVE THE SOIL PROPOSED FOR IMPORT FOR LANDSCAPE AREA SURFACE MATERIAL PRIOR TO IMPORTATION TO THE SITE.

DEMOLITION NOTES:

- 1. THE EXISTENCE AND APPROXIMATE LOCATIONS OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY THE AVAILABLE RECORDS PROVIDED. THE CIVIL ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES, NOR FOR UTILITY OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY COMPANIES PRIOR TO WORK OR POT-HOLE TO DETERMINE THE EXACT LOCATIONS OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OR PROTECTION OF ALL EXISTING UTILITY LINES.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION OF THE SITE AND SHALL REMOVE AND DISPOSE OF ALL STRUCTURES ABOVE AND OR BELOW GROUND UNLESS NOTED OTHERWISE. ANY HAZARDOUS MATERIALS ENCOUNTERED SHALL BE HANDLED AND REMOVED AS REQUIRED BY LOCAL AND/OR STATE LAWS AT NO COST TO THE OWNER.
3. THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID DAMAGE TO EXISTING HARDSCAPE IMPROVEMENTS, UTILITY FACILITIES, AND LANDSCAPING FEATURES THAT ARE NOT AFFECTED BY THESE PLANS.
4. ALL JOIN LINES SHALL BE SAWCUT ON A NEAT, STRAIGHT LINE PARALLEL WITH THE JOIN. THE CUT EDGE SHALL BE PROTECTED FROM CRUSHING, AND ALL BROKEN EDGES SHALL BE RE-CUT PRIOR TO JOINING.
5. ALL EXISTING OBJECTIONABLE MATERIALS THAT CONFLICT WITH PROPOSED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, BUILDING FOUNDATIONS, UTILITIES, APPURTENANCES, TREES, SIGNS, STRUCTURES, ETC. SHALL BE REMOVED AND DISPOSED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS NOTED OTHERWISE HEREON, OR AS DIRECTED BY THE CONSTRUCTION MANAGER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING STREETS FROM DAMAGES CAUSED BY HIS OPERATIONS. ANY CURBS DAMAGED DURING HIS OPERATIONS SHALL BE SAWCUT AND REPLACED AT NO COST TO THE OWNER. ANY EXISTING PAVING IDENTIFIED AS POTENTIALLY NEEDING TO BE REPLACED SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORK.
7. THE CONTRACTOR SHALL PERFORM AND BE RESPONSIBLE FOR ALL CLEARING AND GRUBBING OPERATIONS AS NECESSARY TO COMPLETE THE WORK, INCLUDING TRANSPORTATION AND DISPOSAL OF ALL REMOVED MATERIALS, AND ALL ASSOCIATED COSTS.

COUNTY OF SAN LUIS OBISPO GENERAL NOTES:

- EROSION CONTROL & DUST CONTROL NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLACEMENT AND MAINTENANCE OF ALL EROSION CONTROL DEVICES AS SPECIFIED BY THE ENGINEER OF WORK OR THE COUNTY OF SAN LUIS OBISPO UNTIL SUCH TIME THAT THE PROJECT ACCEPTED AS COMPLETED BY THE GOVERNING JURISDICTION. THESE DEVICES SHALL BE IN PLACE OR BE READY TO PLACE FOR THE DURATION OF THE CONSTRUCTION PERIOD. IN THE EVENT THAT THE DEVICES ARE NOT PERMANENTLY IN PLACE, THEY SHALL BE PLACED FOR A FORECASTED QUALIFYING RAIN EVENT THAT PRODUCES 0.5 INCHES OR MORE PRECIPITATION WITH A 48-HOUR OR GREATER PERIOD BETWEEN RAIN EVENTS. AN EMERGENCY CREW SHALL BE AVAILABLE 24 HOURS PER DAY IN THE EVENT AN EROSION PROBLEM SHOULD OCCUR. A RESPONSIBLE PERSON AND THEIR PHONE NUMBER SHALL BE NAMED HERE UPON: NAME: XXXXXXXX, PHONE NUMBER: XXXXXX
2. THE CONTRACTOR SHALL PROVIDE DUST CONTROL DURING ALL PHASES OF THE WORK.
3. DURING CONSTRUCTION/GROUND DISTURBING ACTIVITIES, THE APPLICANT SHALL IMPLEMENT THE FOLLOWING PARTICULATE (DUST) AND OZONE CONTROL MEASURES. THESE MEASURES SHALL BE SHOWN ON THE TRACT IMPROVEMENT PLANS. IN ADDITION, THE CONTRACTOR OR BUILDER SHALL DESIGNATE A PERSON OR PERSONS TO MONITOR THE DUST CONTROL PROGRAM AND TO ORDER INCREASED WATERING, AS NECESSARY, TO PREVENT TRANSPORT OF DUST OFF SITE. THEIR DUTIES SHALL INCLUDE HOLDING ASY AND WEEKEND PERIODS WHEN WORK MAY NOT BE IN PROGRESS. THE NAME AND TELEPHONE NUMBER OF SUCH PERSONS SHALL BE PROVIDED TO THE APCD PRIOR TO COMMENCEMENT OF CONSTRUCTION.

USE OF PLANS:

THIS DRAWING IS PROVIDED IN AN ELECTRONIC FORMAT AS A COURTESY. IF REQUESTED BY THE USER, THE DELIVERY OF THE ELECTRONIC FILE DOES NOT CONSTITUTE THE DELIVERY OF OUR PROFESSIONAL WORK PRODUCT. THE SIGNED HARD COPY PREPARED FOR THE PROJECT CONSTITUTES OUR PROFESSIONAL WORK PRODUCT AND THE HARD COPY MUST BE REFERRED TO FOR THE CORRECT DESIGN INFORMATION. THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNEXPECTED OR REVERSED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE. USER AGREES TO INDEMNIFY AND HOLD HARMLESS ASHLEY & VANCE FOR ALL COSTS AND DAMAGES IF USED.

USE OF ELECTRONIC INFORMATION:

ELECTRONIC INFORMATION MAY BE PROVIDED BY THE ENGINEER FOR CONVENIENCE. UNDER NO CIRCUMSTANCES SHALL DELIVERY OF ELECTRONIC FILES FOR USE BY OTHERS BE DEEMED A SALE BY THE ENGINEER AND THE ENGINEER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE ENGINEER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE USE OR REUSE OF THE ELECTRONIC FILES BY OTHERS. ELECTRONIC INFORMATION IS INTENDED TO PROVIDE INFORMATION SUPPLEMENTAL AND SUBORDINATE TO THE CONSTRUCTION CONTRACT DOCUMENTS. LAYOUT AND CONSTRUCTION OF PROJECT ELEMENTS SHALL BE BASED ON DIMENSIONS AND INFORMATION INCLUDED ON THE SIGNED AND SEALED CONSTRUCTION CONTRACT DOCUMENTS WHICH SHALL CONTROL OVER ELECTRONIC INFORMATION. USER IS RESPONSIBLE FOR CONFIRMING LOCATION OF PROPOSED IMPROVEMENTS BASED ON DIMENSIONS AND INFORMATION INCLUDED ON THE CONSTRUCTION CONTRACT DOCUMENTS. INCONSISTENCIES BETWEEN THE ELECTRONIC INFORMATION AND THE CONSTRUCTION CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION.

PROJECT ELEMENTS SUCH AS MANHOLES, CATCH BASINS, UTILITY VAULTS, VALVE ASSEMBLIES, STAIRS, RAMPS, WALLS, ETC. ARE SHOWN SCHEMATICALLY IN THE ELECTRONIC INFORMATION AND CONSTRUCTION OF THESE ELEMENTS SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION NOTES AND DETAILS PRESENTED OR REFERENCED IN THE SIGNED AND SEALED CONSTRUCTION CONTRACT DOCUMENTS. IMPROVEMENTS CONSTRUCTED BASED ON ELECTRONIC INFORMATION AND IN CONFLICT WITH THE DRAWING DIMENSIONS DETAILS, AND THE CONSTRUCTION CONTRACT DOCUMENTS SHALL BE REMOVED AND CONSTRUCTED IN THE PROPER LOCATION AND DIMENSIONS AT CONTRACTOR'S SOLE EXPENSE.

DIGITAL DRAWINGS ARE TYPICALLY A COMPILED OF DRAWINGS FROM A NUMBER OF SOURCES AND, AS SUCH, THERE IS INFORMATION IN THE ELECTRONIC FILE ISSUED BY THE ENGINEER THAT WAS NOT DEVELOPED BY THE ENGINEER AND IS NOT AUTHORIZED BY THE ENGINEER FOR USE BY OTHERS. ELECTRONIC INFORMATION PROVIDED BY THE ENGINEER SHALL ONLY BE APPLICABLE FOR IMPROVEMENTS DESIGNED BY THE ENGINEER AND WHICH ARE SPECIFICALLY DESIGNATED BY CONSTRUCTION NOTES AND/OR DETAILS ON THE SIGNED AND SEALED CONSTRUCTION DOCUMENTS.

IF DIGITAL FILES ARE OBTAINED WITH THE INTENT TO USE THEM FOR PROJECT STAKING, THEY SHALL ONLY BE USED BY A QUALIFIED ENGINEER OR LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA. DIGITAL INFORMATION SHALL ONLY BE USED FOR STAKING HORIZONTAL LOCATION OF PROPOSED IMPROVEMENTS AFTER IT HAS BEEN CONFIRMED WITH THE SIGNED AND SEALED CONSTRUCTION CONTRACT DOCUMENTS.

THE DIGITAL DRAWINGS ARE NOT INTENDED TO BE USED DIRECTLY FOR CONTROL OF CONTRACTOR'S GRADING OPERATIONS WITHOUT STAKING BY ENGINEER OR LAND SURVEYOR. THE INTERSECTION OF PROPOSED CUT AND FILL SLOPES WITH EXISTING GRADE IS APPROXIMATE WHERE SHOWN ON THE DRAWINGS AND SHALL BE CONFIRMED BY FIELD STAKING. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONSTRUCT SLOPES IN CONFORMANCE WITH THE SPECIFIED AND DETAILED REQUIREMENTS CONTAINED IN THE CONSTRUCTION DOCUMENTS.

- A. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WORK AND INTERFACING IMPROVEMENTS WITH WORK BY OTHER CONTRACTORS AT THIS JOB SITE AND WITH IMPROVEMENTS REQUIRED BY PLANS BY OTHERS.
B. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR BUILDING AND SITE LAYOUT DIMENSIONING.
C. CONTRACTOR SHALL REFER TO ARCHITECTURAL AND LANDSCAPE ARCHITECTURAL PLANS AND SPECIFICATIONS FOR SITE DEVELOPMENT CONSTRUCTION DETAILS AND DIMENSIONING, INCLUDING THOSE FOR BUILDINGS, PATIOS, WALKWAYS, DRIVEWAYS, WALLS/FENCES, PLUMBING, ELECTRICAL, UTILITIES, LANDSCAPING, AND IRRIGATION.

- 7. ALL SITE WORK AND TESTING SHALL BE DONE IN CONFORMANCE WITH THE RECOMMENDATIONS CONTAINED IN THE FOLLOWING GEOTECHNICAL ENGINEERING REPORT FOR THIS PROJECT:
A. PREPARED BY: EARTH SYSTEMS PACIFIC, FILE NO. 305585-001, DATE: NOVEMBER 23, 2022

- B. THIS REPORT AND ANY ADDENDA SHALL BE INCORPORATED INTO THESE PLANS AND MADE A PART HEREOF AS IF SPELLED OUT IN THEIR ENTIRETY HEREON. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE APPLICABLE GEOTECHNICAL REPORTS. CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER TO OBTAIN OR REVIEW COPIES OF THESE REPORTS AND ADDENDA.

- C. PRIOR TO BIDDING, CONTRACTOR SHALL CONTACT THE GEOTECHNICAL ENGINEER TO DETERMINE THE LOCATION AND DEPTH OF ALL TEST BORINGS AND EXPLORATORY PITS AND EXCAVATIONS. CONTRACTOR SHALL DETERMINE FROM THE GEOTECHNICAL ENGINEER WHAT REMEDIAL WORK IS RECOMMENDED TO MAKE THESE DISTURBED LOCATIONS SUITABLE FOR THE PROPOSED IMPROVEMENTS. CONTRACTOR SHALL INCLUDE IN HIS BID ALL COSTS FOR THE RECOMMENDED REMEDIAL WORK AND SHALL ADJUST HIS OPERATIONS TO PROPERLY SEQUENCE THE WORK TO ACCOMMODATE REMEDIAL WORK WITH CONSTRUCTION OF PROPOSED IMPROVEMENTS.

- 8. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE HEALTH AND SAFETY LAWS, ORDINANCES, REGULATIONS, RULES, AND STANDARDS INCLUDING ALL REQUIREMENTS OF CAL-OSHA AND OSHA.

- 9. ALL UNSUITABLE CONSTRUCTION MATERIALS AND RUBBISH AND DEBRIS SHALL BE REMOVED FROM THE JOB SITE, TRANSPORTED TO A SUITABLE LOCATION, AND DISPOSED OF IN A PROPER AND LEGAL MANNER.

- 10. ALL WORK INVOLVING EXCAVATION, INCLUDING THAT FOR WATER, SEWER, STORM DRAIN AND UTILITY CONDUITS AND ALL SERVICE CONNECTIONS AND METER BOXES (NOT PERMITTED IN DRIVEWAYS) SHALL BE COMPLETED AND OBSERVED AND APPROVED BY THE AGENCY HAVING JURISDICTION AND THE STRUCTURAL BACKFILL OBSERVED AND TESTED FOR COMPACTION AND APPROVED BY THE GEOTECHNICAL ENGINEER BEFORE AGGREGATE BASE, PAVING AND OTHER PERMANENT SURFACE CONSTRUCTION MAY COMMENCE.

- 11. BEFORE COMMENCING EXCAVATION, CONTRACTOR SHALL CONTACT PUBLIC WORKS AND UTILITY COMPANIES OR OTHER OWNERS OF SUBSURFACE FACILITIES WITHIN THE WORK SITE AND SHALL VERIFY WHETHER OR NOT A REPRESENTATIVE WILL BE PRESENT BEFORE AND/OR DURING EXCAVATION, AND SHALL DETERMINE SITE SPECIFIC REQUIREMENTS FOR EXCAVATION.

- 12. CONTRACTOR SHALL NOTIFY PUBLIC WORKS, BUILDING AND SAFETY, UTILITY COMPANIES, GEOTECHNICAL ENGINEER, AND ENGINEER OF RECORD, AT LEAST 48 HOURS BEFORE START OF ANY CONSTRUCTION AND OF THE TIME AND LOCATION OF PRE-CONSTRUCTION CONFERENCE, AND SHALL DETERMINE FROM EACH PARTY THEIR SCOPE OF WORK TO BE OBSERVED AND BY WHOM, AND SCOPE OF TESTING. DURING THE COURSE OF WORK, CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR OBSERVATION AND TESTING AS STIPULATED PURSUANT TO ABOVE DETERMINATIONS. WORK NOT OBSERVED AND TESTED WILL BE SUBJECT TO REJECTION.

- 13. CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN SUCH SHEETING, SHORING, BRACING, AND/OR OTHER PROTECTION AS IS NECESSARY TO PREVENT FAILURE OF TEMPORARY EXCAVATIONS AND EMBANKMENTS AND TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS. TEMPORARY IMPROVEMENTS, AND PARTIALLY COMPLETED PORTIONS OF THE WORK, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SUFFICIENCY OF SUCH SUPPORTS AND/OR OTHER PROTECTION PER ALL REQUIREMENTS OF CAL-OSHA AND OSHA.

- 14. CONTRACTOR SHALL PROMPTLY NOTIFY ENGINEER OF RECORD AND AUTHORITY HAVING JURISDICTION BY TELEPHONE AND IN WRITING UPON DISCOVERY OF, AND BEFORE DISTURBING ANY PHYSICAL CONDITIONS DIFFERING FROM THOSE REPRESENTED BY APPROVED PLANS AND SPECIFICATIONS.

- 15. CONTRACTOR SHALL MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL CHANGES OF CONSTRUCTION FROM THAT SHOWN ON THESE PLANS AND SPECIFICATIONS FOR THE PURPOSE OF PROVIDING A BASIS FOR CONSTRUCTION OF RECORD DRAWINGS. NO CHANGES SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF ENGINEER OF RECORD AND AUTHORITY HAVING JURISDICTION. UPON COMPLETION OF THE PROJECT, CONTRACTOR SHALL DELIVER THIS RECORD OF ALL CONSTRUCTION CHANGES TO ENGINEER ALONG WITH A LETTER WHICH DECLARES THAT, OTHER THAN THESE NOTED CHANGES, THE PROJECT WAS CONSTRUCTED IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
WARNING: ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THESE PLANS MUST BE APPROVED IN WRITING BY PREPARER.

- 16. CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONALS HARMLESS FROM ALL LIABILITY AND CLAIMS, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT AND ACCEPTS LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONALS.

- 17. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VEHICULAR AND PEDESTRIAN TRAFFIC CONTROL AND SAFETY AND SHALL FURNISH, INSTALL, AND MAINTAIN SUCH FENCING, SIGNS, LIGHTS, TRENCH PLATES, BARRICADES, AND/OR OTHER PROTECTION AS IS NECESSARY FOR SAID CONTROL AND SAFETY.

- 18. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR PROTECTION OF PUBLIC AND PRIVATE PROPERTY AT OR IN THE VICINITY OF THE JOB SITE AND FURTHER AGREES TO, AT CONTRACTOR'S EXPENSE, REPAIR OR REPLACE TO ORIGINAL CONDITION, ALL EXISTING IMPROVEMENTS WITHIN OR IN THE VICINITY OF THE JOB SITE WHICH ARE NOT DESIGNATED FOR REMOVAL AND WHICH ARE DAMAGED OR REMOVED AS A RESULT OF CONTRACTOR'S OPERATIONS.

- 7. CONTRACTOR SHALL REFER TO THE FOLLOWING AS APPLICABLE:
- ARCHITECT'S PLANS FOR ADDITIONAL GRADING REQUIREMENTS IN BUILDING AREAS.
- LANDSCAPE ARCHITECT'S PLANS FOR TREE PRESERVATION REQUIREMENTS AND FOR SUBGRADE ALLOWANCES IN LANDSCAPE AREAS.
- PUBLIC IMPROVEMENT PLANS FOR INTERFACING WITH PUBLIC GRADING, PAVING, STORM DRAINAGE AND UTILITY IMPROVEMENTS.

- 8. WHERE PLANTER AREAS ARE SHOWN ON THE PLANS ADJACENT TO BUILDINGS AND ARE CONTAINED BY WALKS / FLATWORK LESS THAN 8" BELOW BOTTOM OF SILL PLATE OR WHERE ADJACENT FINISH GRADE OUTSIDE A BUILDING IS SHOWN TO BE LESS THAN 8" BELOW BOTTOM OF SILL PLATE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT BUILDING PLANS CALL FOR APPROPRIATE DAMPROOF OR WATERPROOF CONSTRUCTION AND IS CONSTRUCTED IN ACCORDANCE WITH ALL BUILDING APPLICABLE CODE REQUIREMENTS.

- 9. PLAN ELEVATIONS SHOWN ON SOIL AND LANDSCAPED AREAS ARE FINISH GRADE (FINISH SURFACE) ELEVATIONS INTENDED TO ESTABLISH SURFACE DRAINAGE CONTROL FOR THESE AREAS. DURING GRADING OPERATIONS, THE FINISHES (SUBGRADE ALLOWANCES) SPECIFIED BY LANDSCAPE ARCHITECT FOR TURF, WOOD CHIPS, MULCH, ETC. SHALL BE SUBTRACTED FROM THESE ELEVATIONS TO ESTABLISH FINISH SUBGRADE.

- 10. BEFORE PLACEMENT OF AGGREGATE BASE OR SUBBASE MATERIAL IN PAVEMENT AREAS, THE SUBGRADE SOIL SHALL BE REVIEWED AND TESTED BY THE GEOTECHNICAL ENGINEER. DURING PAVING OPERATIONS, STRUCTURAL SECTION COMPACTION SHALL BE OBSERVED AND TESTED BY THE GEOTECHNICAL ENGINEER.

- 11. QUALITY REVIEW AND REPORTING REQUIREMENTS.

- A. GRADING AND IMPROVEMENTS FOUND NOT IN CONFORMANCE WITH APPROVED PLANS AND DESIGN INTENT SHALL BE CORRECTED BY CONTRACTOR AT CONTRACTOR'S EXPENSE. ADDITIONAL SURVEYING TO CONFIRM ELEVATIONS AFTER CORRECTIVE MEASURES SHALL ALSO BE AT CONTRACTOR'S EXPENSE.

REQUIREMENTS FOR VARIOUS SURFACING CONDITIONS ARE AS FOLLOWS:

- DIRT: NOT LESS THAN 2% (1/4" PER FOOT) SLOPE IN DIRECTION OF SURFACE DRAINAGE AND 0.10 FOOT MAXIMUM DEVIATION FROM DESIGN ELEVATION AT ANY LOCATION

- A.C. PAVEMENT: NOT LESS THAN 1% (1/8 INCH PER FOOT) SLOPE IN DIRECTION OF SURFACE DRAINAGE AND 0.04 FOOT MAXIMUM DEVIATION FROM DESIGN ELEVATION AT ANY LOCATION

- CONCRETE: NOT LESS THAN 0.5% (1/16 INCH PER FOOT) SLOPE IN DIRECTION OF SURFACE DRAINAGE AND 0.02 FOOT MAXIMUM DEVIATION FROM DESIGN ELEVATION AT ANY LOCATION UNLESS NOTED OTHERWISE ON PLANS.

TRENCHING AND BACKFILL NOTES:

- 1. ALL TRENCHING, BEDDING AND BACKFILL MATERIAL AND CONSTRUCTION, SHALL BE IN ACCORDANCE WITH THESE PLANS INCLUDING THE PIPE TRENCH DETAIL.

- 2. TRENCH OR STRUCTURE EXCAVATION SUBGRADE SHALL BE OBSERVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT OF BEDDING MATERIAL OR FORMS. WET OR UNSTABLE SOIL ENCOUNTERED IN THE BOTTOM OF THE EXCAVATION AND DEEMED BY THE GEOTECHNICAL ENGINEER TO BE INCAPABLE OF PROPERLY SUPPORTING THE PIPE OR STRUCTURE BEING CONSTRUCTED, SHALL BE REMOVED TO THE DEPTH RECOMMENDED BY THE GEOTECHNICAL ENGINEER AND THE MATERIAL BACKFILLED TO THE BOTTOM OF THE PIPE OR STRUCTURE GRADE WITH SUITABLE MATERIAL RECOMMENDED BY THE GEOTECHNICAL ENGINEER.

- 3. WATER ENCOUNTERED IN TRENCH OR STRUCTURE EXCAVATION SHALL BE REMOVED BY THE CONTRACTOR TO THE SATISFACTION OF THE GEOTECHNICAL ENGINEER TO PROVIDE DRY CONDITIONS DURING CONSTRUCTION OF PIPE OR STRUCTURE.

- 4. BEDDING AND BACKFILL MATERIAL AND COMPACTED DENSITY, SHALL BE TESTED FOR COMPLIANCE WITH APPLICABLE REQUIREMENTS BY THE GEOTECHNICAL ENGINEER.

- 5. BEDDING AND PIPE ZONE BACKFILL MATERIAL, SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DENSITY. TRENCH BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 90% OF MAXIMUM DENSITY. THE UPPER 12" BELOW THE BASE OR SUB-BASE COURSE IN PAVED AND OTHER TRAFFIC AREAS AND BELOW THE CONCRETE OR SAND COURSE IN WALKWAY AREAS SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DENSITY. BACKFILL COMPACTION SHALL BE TESTED FOR COMPLIANCE WITH THESE REQUIREMENTS IN ACCORDANCE WITH ASTM D-1557, LATEST REVISION, AND REPORTED BY THE GEOTECHNICAL ENGINEER.

- 6. CLASS I OR CLASS II (TRENCH) BACKFILL SHALL NOT BE PLACED UNTIL BEDDING AND INITIAL (PIPE ZONE) BACKFILL HAVE BEEN OBSERVED, TESTED AND APPROVED.

- 7. COMPACTION BY FLOODING OR JETTING IS NOT PERMITTED.

- 8. CONTRACTOR SHALL REVIEW THE GEOTECHNICAL REPORT(S), THE PROJECT WORK AREA AND VICINITY, AND SHALL FAMILIARIZE HIMSELF WITH THE WORK AREA CONDITIONS. CONTRACTOR SHALL MAKE HIS OWN DEDUCTIONS AND CONCLUSIONS AS TO HOW EXISTING SURFACE AND SUB-SURFACE CONDITIONS WILL AFFECT OR BE AFFECTED BY HIS CONSTRUCTION OPERATIONS, INCLUDING THE NATURE OF MATERIALS TO BE EXCAVATED, THE DEGREE OF DIFFICULTY ASSOCIATED WITH MAKING AND MAINTAINING THE REQUIRED EXCAVATIONS, AND THE DEGREE OF DIFFICULTY WHICH MAY ARISE FROM SUBSURFACE CONDITIONS INCLUDING GROUNDWATER, AND SHALL ACCEPT FULL RESPONSIBILITY THEREOF.

- 9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT THE INTEGRITY OF EXISTING PAVEMENT ALONG AND BEHIND THE TRENCH SAWCUT LINES DURING CONSTRUCTION. IF THIS PAVEMENT IS BROKEN-OFF OR OTHERWISE DAMAGED BEFORE NEW PAVEMENT IS PLACED, CONTRACTOR SHALL SAWCUT A NEW CONFORM LINE PARALLEL WITH FULL LENGTH OF, AND SUFFICIENT DISTANCE (1-FOOT MINIMUM) BEHIND ORIGINAL SAWCUT SO AS TO REMOVE DAMAGED PAVEMENT AND / OR IRREGULARITY ALONG THE CONFORM LINE.

- A. REDUCE THE AMOUNT OF DISTURBED AREA WHERE POSSIBLE;

- B. USE WATER TRUCKS OR SPRINKLER SYSTEMS IN SUFFICIENT QUANTITIES TO PREVENT AIRBORNE DUST FROM LEAVING THE SITE. INCREASED WATERING FREQUENCY WILL BE REQUIRED WHENEVER WIND SPEEDS EXCEED 15 MPH. RECLAIMED (NON-POTABLE) WATER SHOULD BE USED WHENEVER POSSIBLE;

- C. ALL DIRT STOCKPILE AREAS SHOULD BE SPRAYED DAILY AS NEEDED;

- D. PERMANENT DUST CONTROL MEASURES, SUCH AS IMPLEMENTATION OF APPROVED LANDSCAPE PLANS, SHALL BE IMPLEMENTED AS SOON AS POSSIBLE FOLLOWING COMPLETION OF ANY SOIL DISTURBING ACTIVITIES;

- E. EXPOSED GROUND AREAS THAT ARE PLANNED TO BE REWORKED AT DATES GREATER THEN ONE MONTH AFTER INITIAL GRADING SHOULD BE SOWN WITH A FAST GERMINATING NON-AGGRESSIVE GRASS SEED (E.G., NATIVE, BARLEY) AND WATERED UNTIL VEGETATION IS ESTABLISHED;

- F. ALL DISTURBED SOIL AREAS NOT SUBJECT TO REVEGETATION MUST BE STABILIZED USING APPROVED CHEMICAL SOIL BINDERS, JUTE NETTINGS, OR OTHER METHODS APPROVED IN ADVANCE BY APCD THAT WILL NOT HAVE A NEGATIVE IMPACT TO DOWNSTREAM CREEKS;

- G. ALL ROADWAYS, DRIVEWAYS, SIDEWALKS, ETC. TO BE PAVED SHOULD BE COMPLETED AS SOON AS POSSIBLE;

- H. ALL TRUCKS HAULING DIRT, SAND, SOIL, OR OTHER LOOSE MATERIALS ARE TO BE COVERED OR SHOULD MAINTAIN AT LEAST TWO FEET OF FREEBOARD (MINIMUM VERTICAL DISTANCE BETWEEN TOP OF LOAD AND TOP OF TRAILER) IN ACCORDANCE WITH CALIFORNIA VEHICLE CODE SECTION 23114 (THIS MEASURE HAS THE POTENTIAL TO REDUCE PM10 (PARTICULATE MATTER) EMISSIONS FROM THIS SOURCE BY 7 TO 14%);

- I. INSTALL WHEEL WASHERS WHERE VEHICLES ENTER AND EXIT UNPAVED ROADS ONTO STREETS, OR WASH OFF TRUCKS AND EQUIPMENT LEAVING THE SITE (THIS MEASURE HAS THE POTENTIAL TO REDUCE PM10 EMISSIONS FROM THIS SOURCE 40 TO 70%);

- J. SWEEP STREETS AT THE END OF EACH DAY IF VISIBLE SOIL MATERIAL IS CARRIED ONTO ADJACENT PAVED ROADS. WATER SWEEPERS WITH RECLAIMED WATER SHOULD BE USED WHERE FEASIBLE (THIS MEASURE HAS THE POTENTIAL TO REDUCE PM10 EMISSIONS FROM THIS SOURCE 25 TO 60%);

- K. MAINTAIN EQUIPMENT IN TUNE PER MANUFACTURER'S SPECIFICATIONS;

- L. LIMIT THE CUT AND FILL PROCESS TO LESS THAN 2,000 CUBIC YARDS PER DAY.

AIR QUALITY:

- 1. THE CONTRACTOR OR BUILDER SHALL DESIGNATE A PERSON OR PERSONS TO MONITOR THE FUGITIVE DUST EMISSIONS AND ENHANCE THE IMPLEMENTATION OF THE MEASURES AS NECESSARY TO MINIMIZE DUST COMPLAINTS. REDUCE VISIBLE EMISSIONS BELOW 20% OPACITY, AND TO PREVENT TRANSPORT OF DUST OFF SITE. THEIR DUTIES SHALL INCLUDE HOLIDAYS AND WEEKEND PERIODS WHEN WORK MAY NOT BE IN PROGRESS. THE NAME AND TELEPHONE NUMBER OF SUCH PERSONS SHALL BE PROVIDED TO THE APCD COMPLIANCE DIVISION PRIOR TO START OF ANY GRADING, EARTHWORK OR DEMOLITION.

- 2. AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMITS, THE APPLICANT SHALL PROVIDE APCD WITH A LIST OF EQUIPMENT TO BE USED DURING CONSTRUCTION ACTIVITIES TO DETERMINE IF AN APCD PERMIT IS REQUIRED. A LIST OF EQUIPMENT THAT MAY REQUIRE A PERMIT IS IN THE ATTACHED REFERRAL RESPONSE FROM APCD. PRIOR TO ISSUANCE OF CONSTRUCTION PERMITS, THE APPLICANT SHALL OBTAIN AN APCD PERMIT AND SHOW PROOF OF SUCH PERMIT. IF REQUIRED OR AN EXEMPTION IF NO PERMIT IS NEEDED.

TABLE 1705.6 - INSPECTION OF SOILS

Table with 4 columns: TYPE, CONTINUOUS SPECIAL INSPECTION, PERIODIC SPECIAL INSPECTION, NOTES. Rows include: VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY; VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL; PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS; VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL; PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.

SOILS SPECIAL INSPECTION ENGINEER: _____ NAME: _____ PHONE: _____

REPORT NOTES

- 1. ENGINEER OF RECORD TO PROVIDE A FINAL REPORT STATING THE WORK PERFORMED IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
2. A SOIL OR CIVIL ENGINEER TO DETERMINE GRADING PERFORMED IS IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS AND IS SUITABLE TO SUPPORT THE INTENDED STRUCTURE(S).

Plan Prepared By:



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30% PROGRESS PLOT

PIPE BRIDGE REPLACEMENT 9245 BALBOA AVE SAN SIMEON, CA 93452

Revisions:

Table with 2 columns: Revision number, Description. Rows 1-4.

Project Engineer: EMD Ext: 141
Project Manager: KEA
Date: 01/02/2023 Scale: PER PLAN
AV Job No: 22705 Sheet Size: 24" x 36"

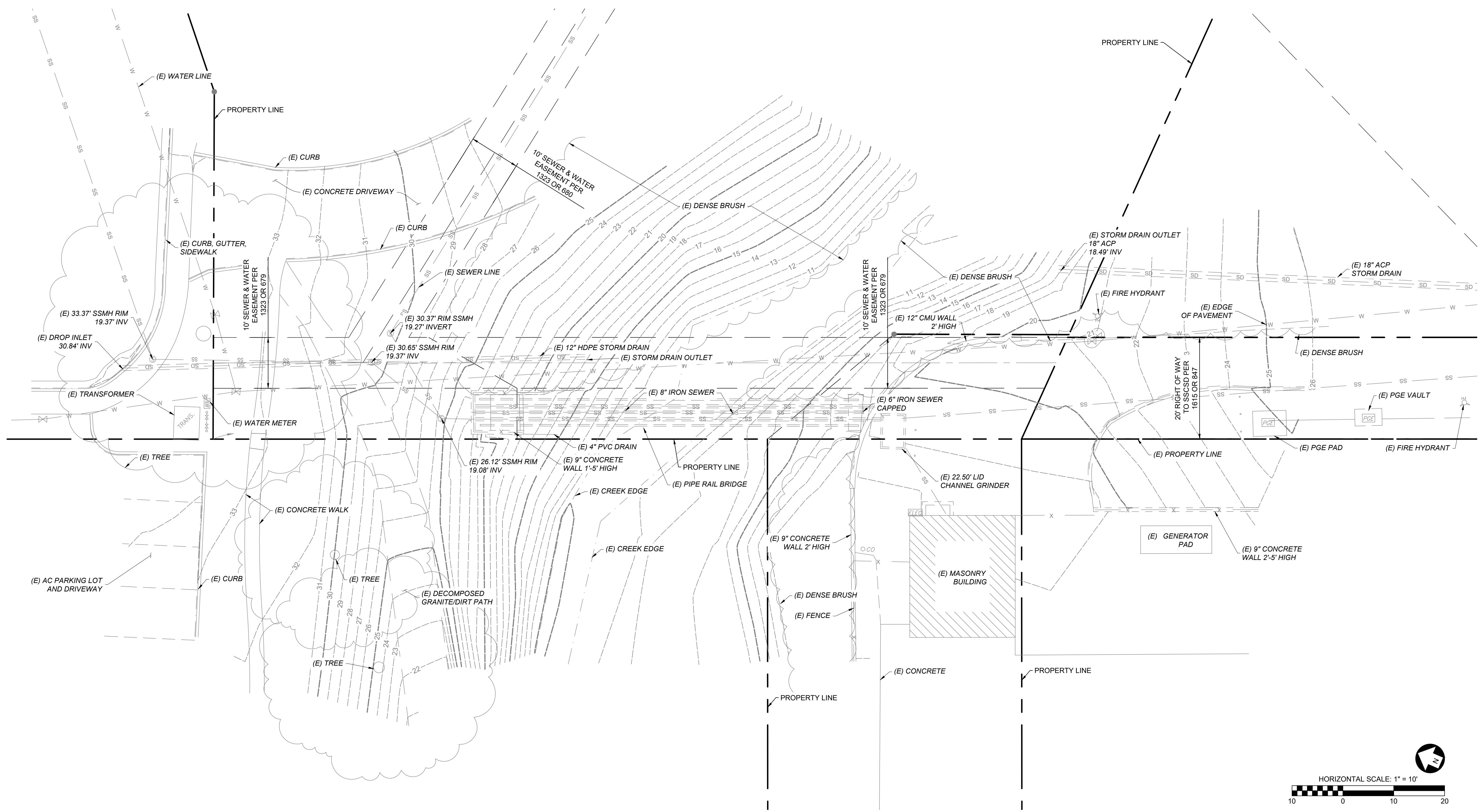
NOTES SHEET

C-0.2

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30%  
PROGRESS  
PLOT

PIPE BRIDGE REPLACEMENT  
9245 BALBOA AVE  
SAN SIMEON, CA 93452



**GENERAL NOTES:**

SEE DEMOLITION AND PROTECTION PLAN FOR ADDITIONAL INFORMATION.

ALL DEMOLITION AND GRADING SHALL BE IN COMPLIANCE WITH THE RECOMMENDATIONS CONTAINED IN THE SOILS REPORT PREPARED BY EARTH SYSTEMS PACIFIC, FILE NO. 305585-001, DATE: NOVEMBER 23, 2022 AND ALL ADDENDA TO THE REPORT SHALL BE CONSIDERED PART OF THESE PLANS. CONTRACTOR SHALL CONTACT SOILS ENGINEER PRIOR TO START OF DEMOLITION WORK.

CONTACT: ROBERT DOWN, PE (805) 544-3276

ALL EXISTING UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. CONTRACTOR TO POTHOLE ALL POINTS OF CONNECTION AND VERIFY ALL CLEARANCES. MATERIAL DEPTH AND LOCATION SHALL BE IDENTIFIED BY CONTRACTOR. IF THERE ARE ANY DIFFERENCES FROM PLAN WITH ANY OF THESE ITEMS, ENGINEER OF WORK SHALL BE NOTIFIED IMMEDIATELY.

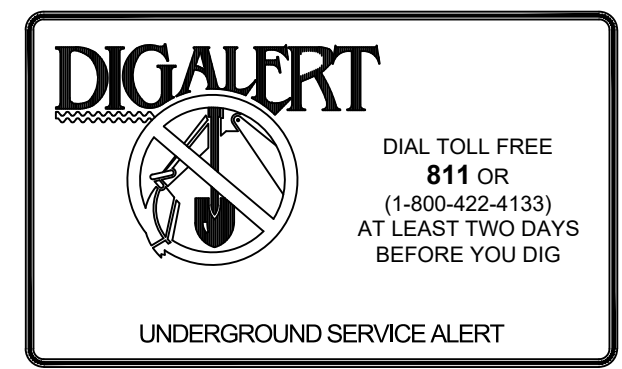
**SITE RETAINING WALLS:**

REAR RETAINING WALL:  
LENGTH = 425 FT  
AREA = 1750 SQ FT

PARKING AREA RETAINING WALL:  
LENGTH = 175 FT  
AREA = 815 SQ FT

FRONT LANDSCAPE RETAINING WALL:  
LENGTH = 102 FT  
AREA = 306 SQ FT

TOTAL LENGTH SITE RETAINING WALLS = 702 FT



**SITE CONSTRUCTION NOTES:**

- 1 CONSTRUCT ASPHALT DRIVEWAY SECTION PER DETAIL X, SHEET C-4.1.
- 2 CONSTRUCT CONCRETE DRIVEWAY SECTION PER DETAIL X, SHEET C-4.1.
- 3 CONSTRUCT X" PCC FLATWORK PER DETAIL X, SHEET C-4.1.
- 4 CONSTRUCT PERMEABLE PAVER DRIVEWAY SECTION PER DETAIL X, SHEET C-4.1.
- 5 CONSTRUCT PERMEABLE PAVER WALKWAY SECTION PER DETAIL X, SHEET C-4.1.
- 6 CONSTRUCT 0-INCH CONCRETE CURB PER DETAIL X, SHEET C-4.1.
- 7 CONSTRUCT 6-INCH CONCRETE CURB PER DETAIL X, SHEET C-4.1.
- 8 CONSTRUCT CONCRETE SITE WALL PER DETAIL X, SHEET C-4.1.
- 9 CONSTRUCT CONCRETE RETAINING WALL PER STRUCTURAL PLANS, SHEET X, DETAIL X.

**STORM DRAIN CONSTRUCTION NOTES:**

- SD1 INSTALL ROOF DRAIN CONNECTION PER DETAIL X, SHEET C-4.1.
- SD2 INSTALL 4-INCH PEDESTRIAN RATED ATRIUM GRATE DRAIN PER DETAIL X, SHEET C-4.1.
- SD3 INSTALL 6-INCH PEDESTRIAN RATED FLAT GRATE DRAIN PER DETAIL X, SHEET C-4.1.
- SD4 INSTALL 12-INCH TRAFFIC RATED FLAT GRATE DRAIN PER DETAIL X, SHEET C-4.1.
- SD5 INSTALL STORM DRAIN CLEANOUT PER DETAIL X, SHEET C-4.1.
- SD6 INSTALL 4-INCH CLASS 100 PVC STORM DRAIN LINE PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS AND DETAIL X, SHEET C-4.1.
- SD7 INSTALL 12-INCH DUAL WALL HDPE WT STORM DRAIN LINE PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS AND DETAIL X, SHEET C-4.1.
- SD8 INSTALL PERFORATED 4-INCH CLASS 100 PVC STORM DRAIN LINE PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS AND DETAIL X, SHEET C-4.1.
- SD9 CONSTRUCT STABILIZED ROCK RIP-RAP OUTLET PER DETAIL X, SHEET C-4.1

**RIGHT OF WAY CONSTRUCTION NOTES:**

- 1 CONSTRUCT RURAL DRIVEWAY PER COUNTY OF SAN LUIS OBISPO STANDARDS B-1, B-1a/ B-1b/B-1b.1.
- 2 CONSTRUCT URBAN DRIVEWAY PER COUNTY OF SAN LUIS OBISPO STANDARDS B-2, B-2a.
- 3 CONSTRUCT COMMERCIAL-INDUSTRIAL DRIVEWAY PER COUNTY OF SAN LUIS OBISPO STANDARDS B-3, B-3a/B-3b/B-3c.
- 4 CONSTRUCT X" A.C. PAVING OVER X" OF CLASS II BASE PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL A-1/A-2/A-3, A-1a/A-2a/A-3a AND PUBLIC WORKS INSPECTOR.
- 5 CONSTRUCT HOT MIX ASPHALT DIKE TYPE "X" PER COUNTY OF SAN LUIS OBISPO STANDARD C-3.
- 6 CONSTRUCT 6" ATTACHED/ 5" DETACHED SIDEWALK PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL C-4 AND R-4.
- 7 CONSTRUCT TYPE "A" CONCRETE CURB AND GUTTER COUNTY OF SAN LUIS OBISPO STANDARD C-2. MATCH EXISTING FLOWLINE.
- 8 CONSTRUCT TYPE "C" CONCRETE CURB AND GUTTER COUNTY OF SAN LUIS OBISPO STANDARD C-2a. MATCH EXISTING FLOWLINE.
- 9 CONSTRUCT CURB RAMP PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL C-5 AND CALTRANS RSP A88A / RSP A88B.
- 10 CONSTRUCT HOT MIX ASPHALT RAMP DETAIL PER COUNTY OF SAN LUIS OBISPO STANDARD C-5a.
- 11 CONSTRUCT SIDEWALK UNDERDRAIN WITH CAST IRON PIPE PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL D-4/D-4a/D-4b.
- 12 CONSTRUCT CROSS GUTTER AND SPANDREL PER COUNTY OF SAN LUIS OBISPO STANDARD DETAIL D-5.
- 13 INSTALL STREET TREE PER COUNTY OF SAN LUIS OBISPO STANDARD M-5.
- 14 INSTALL CATCH BASIN PER COUNTY OF SAN LUIS OBISPO STANDARD D-2

S:\All Jobs\2022 All Jobs\27705 - Pipe Bridge Replacement - SCS\CD\02_Working Drawings\Preliminary - SCS\CD\02_CONSITE\C-2 GRADING SHEET.dwg, C-2.1, Jan 02, 2023, 1:05pm, Evan

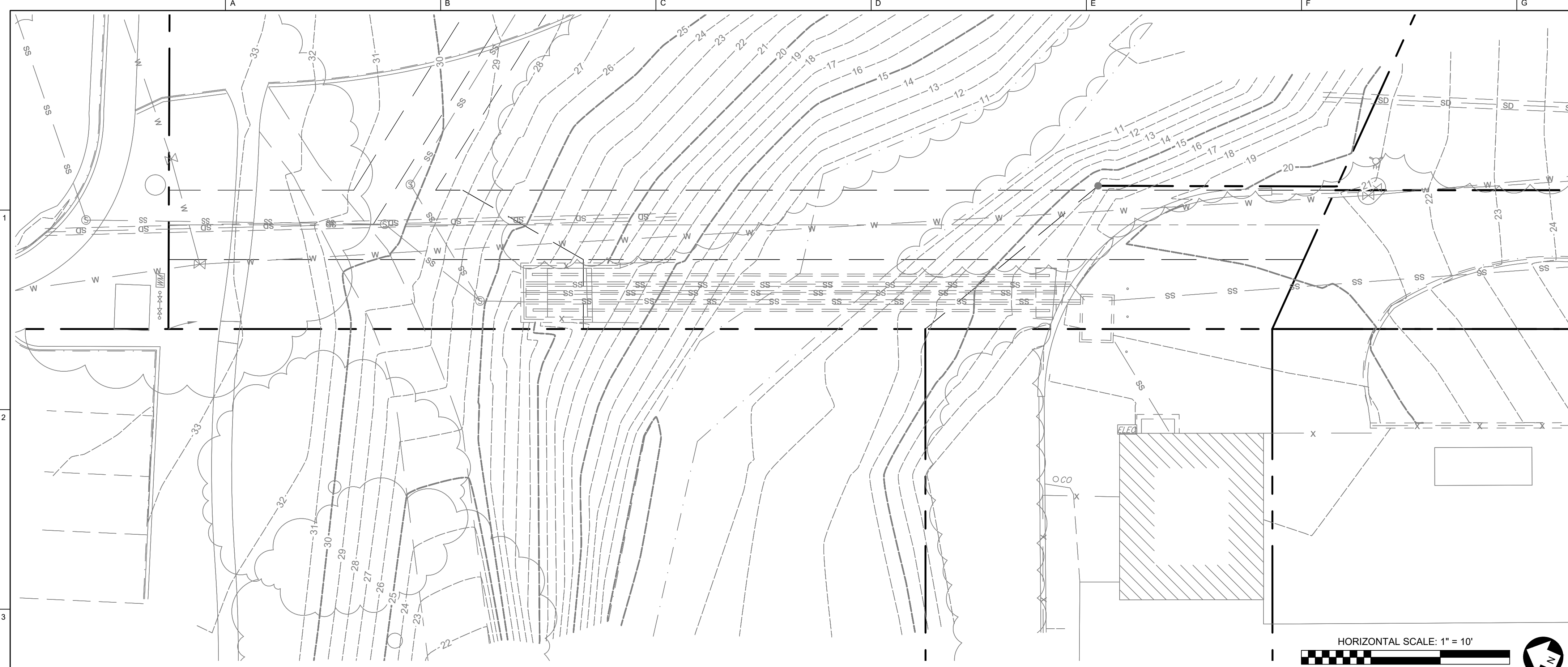
PRELIMINARY PLANS - NOT FOR CONSTRUCTION

Revisions:	Project Engineer: EMD	Ext: 141
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2		
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**SITE IMPROVEMENT PLAN**

**C-2.1**





**EROSION CONTROL NOTES:**

1. EROSION CONTROL MEASURES FOR WIND, WATER, MATERIAL STOCKPILES, AND TRACKING SHALL BE IMPLEMENTED ON ALL PROJECTS AT ALL TIMES AND SHALL INCLUDE SOURCE CONTROL, INCLUDING PROTECTION OF STOCKPILES, PROTECTION OF SLOPES, PROTECTION OF ALL DISTURBED AREAS, PROTECTION OF ACCESSES, AND PERIMETER CONTAINMENT MEASURES. EROSION CONTROL SHALL BE PLACED PRIOR TO THE COMMENCEMENT OF GRADING AND SITE DISTURBANCE ACTIVITIES UNLESS THE PUBLIC WORKS DEPARTMENT DETERMINES TEMPORARY MEASURES TO BE UNNECESSARY BASED UPON LOCATION, SITE CHARACTERISTICS OR TIME OF YEAR. THE INTENT OF EROSION CONTROL MEASURES SHALL BE TO KEEP ALL GENERATED SEDIMENTS FROM ENTERING A SWALE, DRAINAGE WAY, WATERCOURSE, ATMOSPHERE, OR MIGRATE ONTO ADJACENT PROPERTIES OR ONTO THE PUBLIC RIGHT-OF-WAY.
2. SITE INSPECTIONS AND APPROPRIATE MAINTENANCE OF ALL EROSION CONTROL MEASURES/DEVICES SHALL BE CONDUCTED AND DOCUMENTED AT ALL TIMES DURING CONSTRUCTION AND ESPECIALLY PRIOR TO, DURING, AND AFTER RAIN EVENTS.
3. THE OWNER, OR OWNER'S REPRESENTATIVE, SHALL BE RESPONSIBLE FOR THE PLACEMENT AND MAINTENANCE OF ALL EROSION CONTROL MEASURES/DEVICES AS SPECIFIED BY THE APPROVED PLAN UNTIL SUCH TIME THAT THE PROJECT IS ACCEPTED AS COMPLETE BY THE AUTHORITY HAVING JURISDICTION OR UNTIL RELEASED FROM THE CONDITIONS OF APPROVAL OF THEIR GENERAL PERMIT. EROSION CONTROL MEASURES/DEVICES MAY BE RELOCATED, DELETED OR ADDITIONAL MEASURES/DEVICES MAY BE REQUIRED DEPENDING ON THE ACTUAL CONDITIONS ENCOUNTERED DURING CONSTRUCTION. CONTRACTOR TO IMPLEMENT ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES AT THEIR DISCRETION OVER THE LIFE OF THE PROJECT TO PREVENT THE RUNOFF OF SEDIMENT AND POLLUTANTS FROM THE PROJECT SITE. ADDITIONAL EROSION CONTROL MEASURES/DEVICES SHALL BE PLACED AT THE DISCRETION OF THE ENGINEER OF WORK, INSPECTOR, QUALIFIED SWPPP PRACTITIONER (QSP) (IF A SWPPP IS IN PLACE FOR THE PROJECT), OR RWQCB INSPECTOR. GUIDELINES FOR DETERMINING APPROPRIATE EROSION CONTROL DEVICES SHALL BE INCLUDED IN THE PLANS WITH ADDITIONAL MEASURES/DEVICES NOTED FROM THE APPENDIX OF THE PUBLIC IMPROVEMENT STANDARDS.
4. WET WEATHER EROSION CONTROL MEASURES/DEVICES SHALL BE AVAILABLE, INSTALLED, AND/OR APPLIED BETWEEN OCTOBER 15 AND APRIL 15 OR ANYTIME WHEN THE RAIN PROBABILITY EXCEEDS 30%.
5. THE CONTRACTOR, DEVELOPER, AND ENGINEER OF WORK SHALL BE RESPONSIBLE TO REVIEW THE PROJECT SITE PRIOR TO OCTOBER 15 (RAINY SEASON) AND TO COORDINATE AN IMPLEMENTATION PLAN FOR WET WEATHER EROSION CONTROL DEVICES. A LOCALLY BASED STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 15 THROUGH APRIL 15). NECESSARY MATERIALS SHALL BE AVAILABLE AND STOCK PILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OR MAINTENANCE OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
6. IN THE EVENT OF A FAILURE, THE DEVELOPER AND/OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR CLEANUP AND ALL ASSOCIATED COSTS OR DAMAGE. IN THE EVENT THAT DAMAGE OCCURS WITHIN THE RIGHT-OF-WAY AND THE COUNTY IS REQUIRED TO PERFORM CLEANUP, THE OWNER SHALL BE RESPONSIBLE FOR REIMBURSEMENT OF ALL ASSOCIATED COSTS OR DAMAGE.
7. IN THE EVENT OF FAILURE AND/OR LACK OF PERFORMANCE BY THE OWNER AND/OR CONTRACTOR TO CORRECT EROSION CONTROL RELATED PROBLEMS, THE PUBLIC WORKS DEPARTMENT MAY REVOKE ALL ACTIVE PERMITS AND RECOMMEND THAT CODE ENFORCEMENT PROVIDE A WRITTEN NOTICE OR STOP WORK ORDER IN ACCORDANCE WITH THE LAND USE ORDINANCE.
8. PERMANENT EROSION CONTROL SHALL BE PLACED AND ESTABLISHED WITH 90% COVERAGE ON ALL DISTURBED SURFACES OTHER THAN PAVED OR GRAVEL SURFACES, PRIOR TO FINAL INSPECTION. PERMANENT EROSION CONTROL SHALL BE FULLY ESTABLISHED PRIOR TO FINAL ACCEPTANCE. TEMPORARY EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL PERMANENT MEASURES ARE ESTABLISHED.
9. THE AIR POLLUTION CONTROL DISTRICT (APCD) MAY HAVE ADDITIONAL PROJECT SPECIFIC EROSION CONTROL REQUIREMENTS. THE CONTRACTOR, DEVELOPER, AND ENGINEER OF WORK SHALL BE RESPONSIBLE FOR MAINTAINING SELF-REGULATION OF THESE REQUIREMENTS.

**BMP SELECTION & LEGEND:**

BMP'S SPECIFIED ON THIS PLAN REFERENCE THE JANUARY 2015 EDITION OF THE CASQA "CALIFORNIA STORMWATER HANDBOOK". IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN BMP DETAILS AVAILABLE AT WWW.CASQA.ORG.

THE FOLLOWING BMP'S ARE NOT SHOWN IN SPECIFIC LOCATIONS ON THIS PLAN AND ARE APPLICABLE TO THE PROJECT. THE CONTRACTOR SHALL INCORPORATE THESE BMP'S INTO THE PROJECT SCOPE:

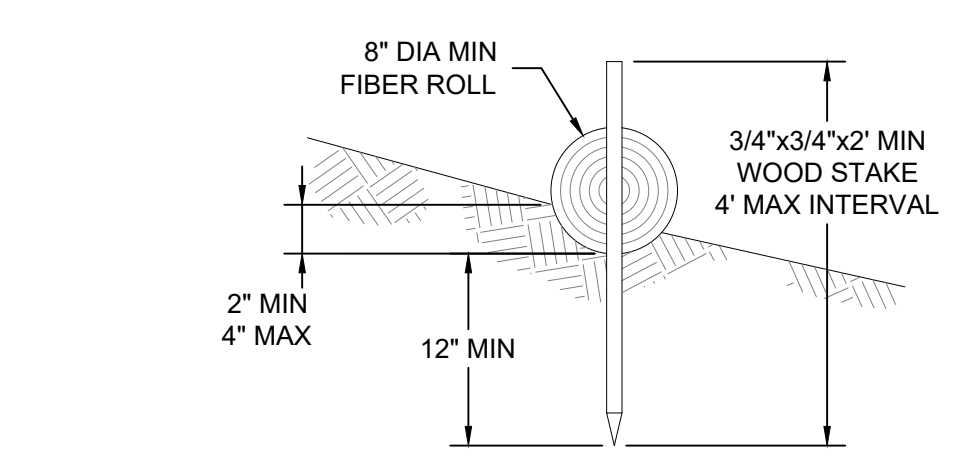
- (EC-1) PROJECT SCHEDULING
- (EC-2) PRESERVATION OF EXISTING VEGETATION
- (NS-1) WATER CONSERVATION
- (NS-3) PAVING AND GRINDING
- (NS-6) DISCHARGE REPORTING
- (NS-7) POTABLE WATER / IRRIGATION
- (NS-8) VEHICLE CLEANING
- (NS-9) VEHICLE FUELING
- (NS-10) VEHICLE MAINTENANCE
- (WE-1) WIND EROSION CONTROL

THE FOLLOWING BMP'S SHALL BE USED IN THE CONTRACTOR STAGING AREA:

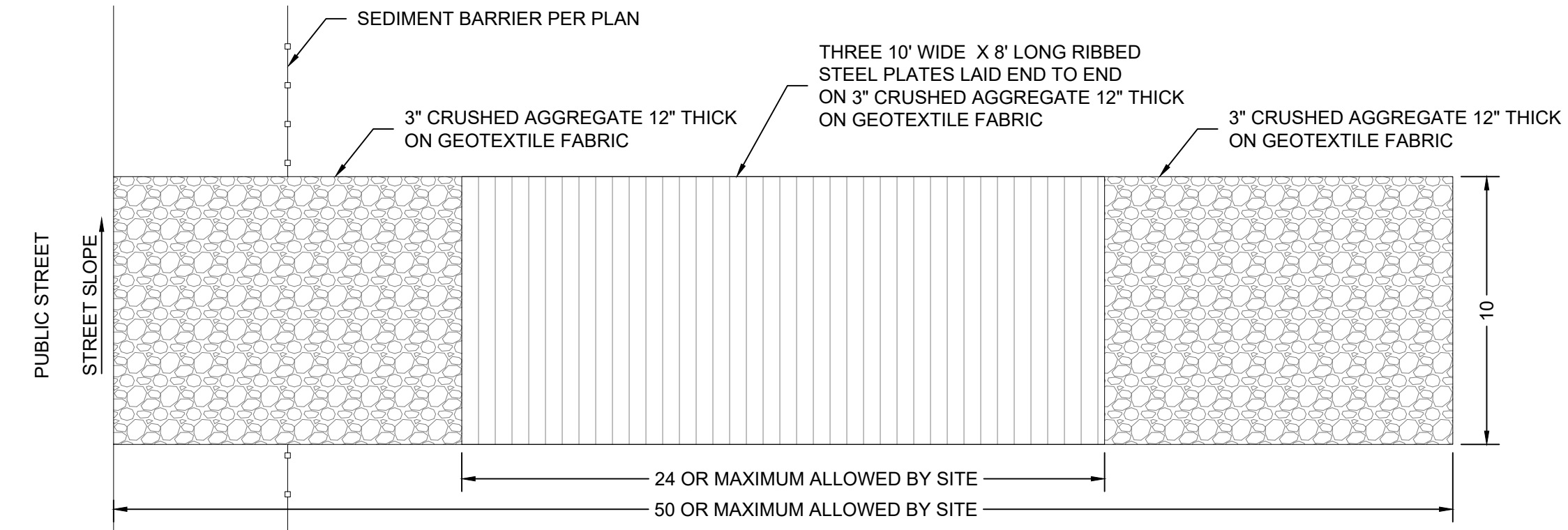
- (WM-1) MATERIAL STORAGE
- (WM-2) MATERIAL USAGE
- (WM-3) STOCK PILE MANAGEMENT
- (WM-4) SPILL PREVENTION KIT
- (WM-5) SOLID WASTE (TRASH)
- (WM-6) CONCRETE WASTE (WASH OUT), SEE DETAIL WM-8, THIS SHEET
- (WM-9) SEPTIC / SANITARY FACILITIES

THE FOLLOWING BMP'S ARE SPECIFIED ON THIS PLAN AND ARE TO BE INSTALLED OR CONSTRUCTED PER DETAIL REFERENCES:

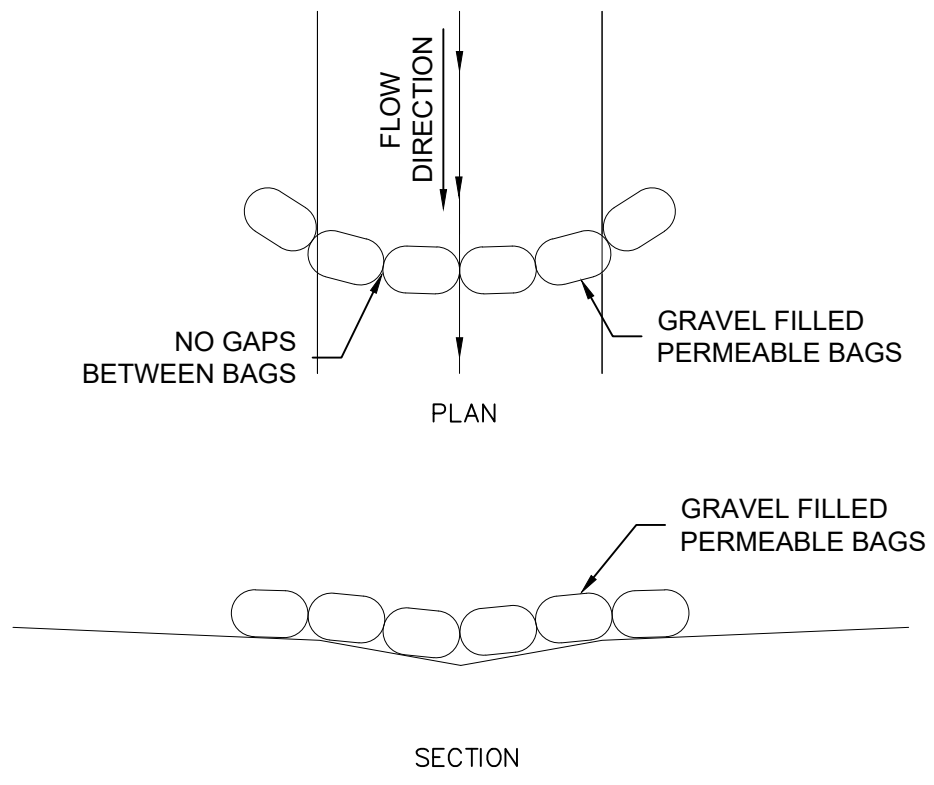
- (EC-1) EROSION CONTROL BLANKET, SEE DETAIL EC-1, THIS SHEET
- (EC-4) HYDROSEEDING
- (EC-6) STRAW MULCH
- (SE-1) SILT FENCING, SEE DETAIL SE-1, THIS SHEET
- (SE-4) CHECK DAM, SEE DETAIL SE-4, THIS SHEET
- (SE-5) STRAW WATTLE, SEE DETAIL SE-5, THIS SHEET
- (SE-7) STREET SWEEPING AND VACUUMING
- (SE-10) STORM DRAIN INLET PROTECTION, SEE DETAIL SE-10, THIS SHEET
- (TC-1) STABILIZED CONSTRUCTION ENTRANCE/EXIT, SEE DETAIL TC-1, THIS SHEET



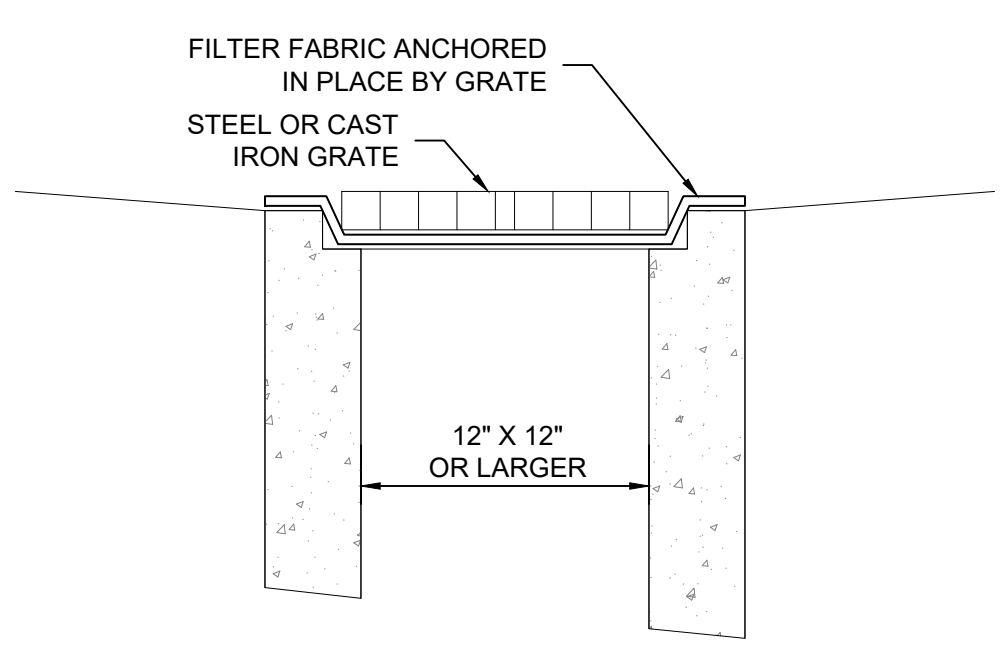
**SE-5** STRAW WATTLE DETAIL NTS



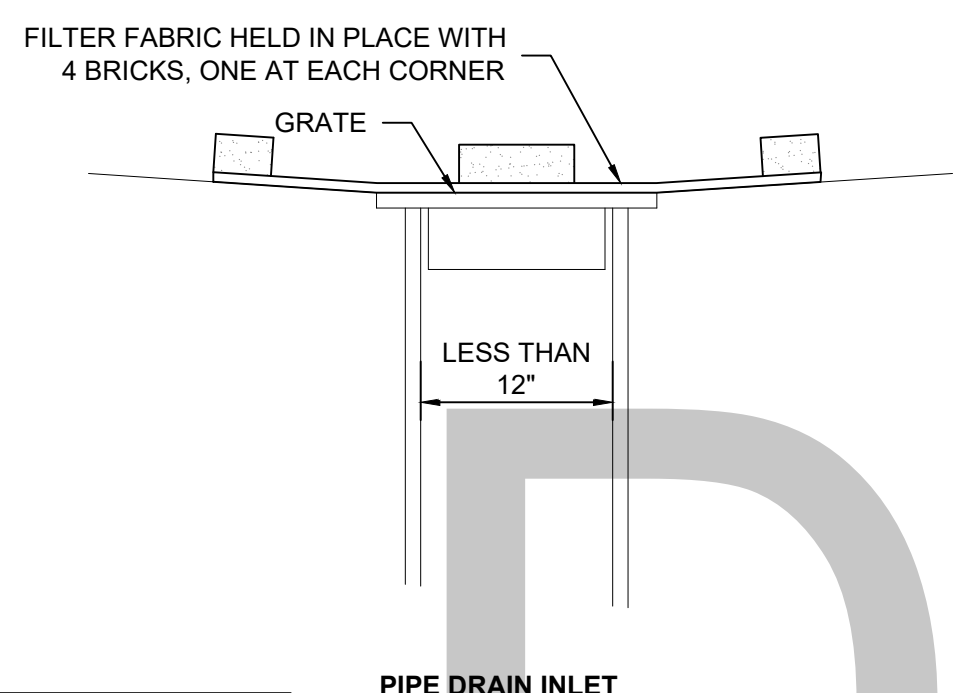
**TC-1** STABILIZED CONSTRUCTION ACCESS DETAIL NTS



**SE-4** SWALE CHECK DAM DETAIL NTS

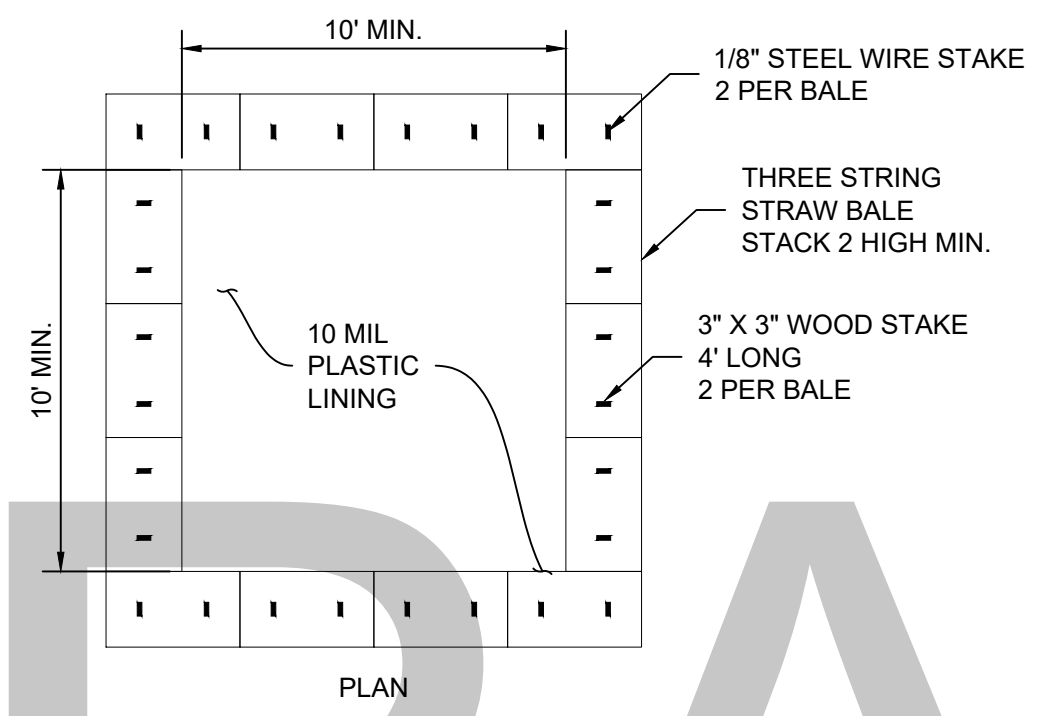


**SE-10** INLET PROTECTION DETAIL NTS

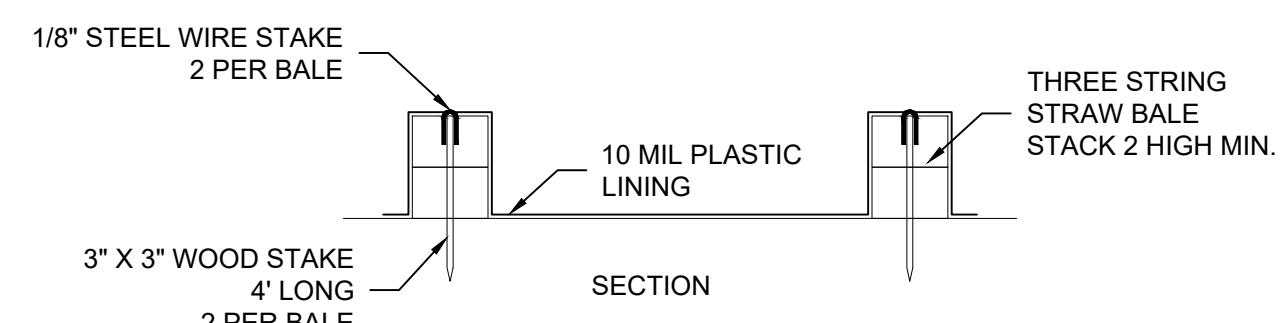


SILT TRAPS SHALL BE MAINTAINED AND CLEANED BY CONTRACTOR DURING RAINFALL AS NECESSARY TO MAINTAIN INFLOW TO BASIN

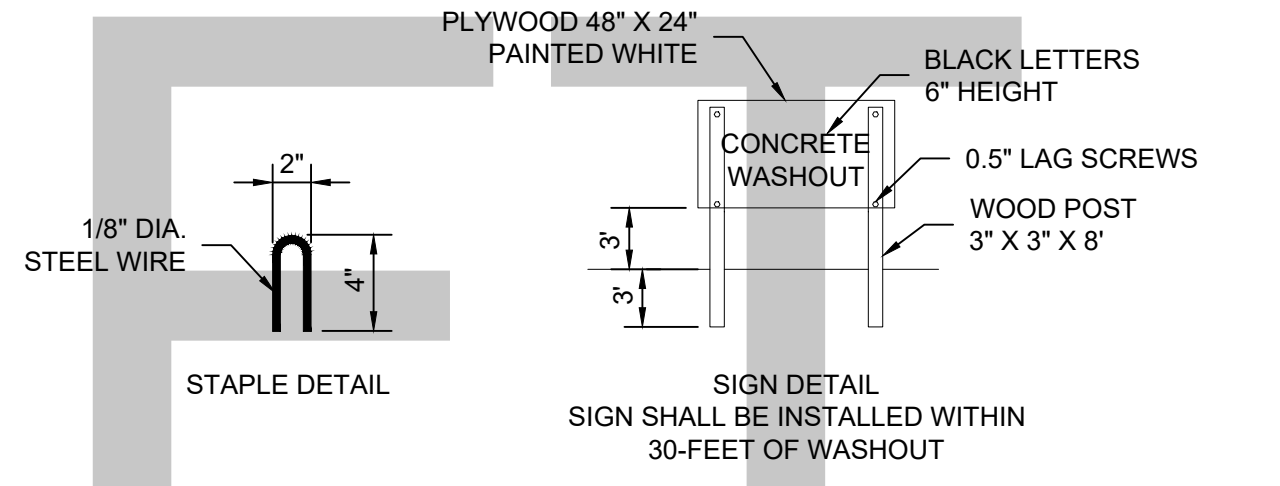
**SE-5** INLET PROTECTION DETAIL NTS



**WM-8** CONCRETE WASHOUT DETAIL NTS



**SE-4** SWALE CHECK DAM DETAIL NTS



**WM-8** CONCRETE WASHOUT DETAIL NTS

Plan Prepared By:



The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction or publication by any method, in whole or in part, is prohibited. Title to these plans and specifications remain with Ashley & Vance Engineering, Inc. without prejudice. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

30%  
PROGRESS  
PLOT

PIPE BRIDGE REPLACEMENT  
9245 BALBOA AVE  
SAN SIMEON, CA 93452

Revisions:

1	
2	
3	
4	
5	

Project Engineer: EMD Ext: 141  
Project Manager: KEA  
Date: 01/02/2023 Scale: PER PLAN  
AV Job No: 22705 Sheet Size: 24" x 36"

EROSION CONTROL PLAN

C-5.1

PRELIMINARY PLANS - NOT FOR CONSTRUCTION





EXISTING CURB & CONCRETE DRIVEWAY

ARROYO DEL PADRE JUAN

(E) FENCING TO BE REMOVED & REPLACED LIKE IN KIND

(E) METAL POSTS TO BE REMOVED

(E) PIPES TO BE REMOVED

(E) FENCING TO BE REMOVED & REPLACED LIKE IN KIND

(E) 12" CMU SITE WALL TO REMAIN

(E) ELEVATED TANK TO REMAIN

EXISTING DECOMPOSED GRANITE PATHWAY

# DRAFT

**GENERAL NOTES**

- (E) RETAINING WALL TO REMAIN
- (E) FOUNDATION TO REMAIN
- (E) PILE TO REMAIN
- (E) METAL BRIDGE TO BE REMOVED

SEE GENERAL NOTES & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS W/ PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND CONTACT ENGINEER REGARDING ANY DISCREPANCIES.

The use of these plans and specifications shall be restricted to the original site for which they were prepared and publication thereof is expressly limited to such use. Reproduction or publication by any method, in whole or in part, is prohibited. Title to these plans and specifications remain with Ashley & Vance Engineering, Inc. without prejudice. Visual contact with these plans and specifications shall constitute prima facie evidence of the acceptance of these restrictions.

Engineer of Record:

**COORDINATION SET**  
NOT FOR BIDDING  
OR CONSTRUCTION

**PIPE BRIDGE REPLACEMENT**  
9245 BALBOA AVENUE  
SAN SIMEON, CALIFORNIA

Revision:


PROJ. ENGR.: N. VINCENT    PHONE EXT.: 150  
PROJ. MNGR.: J. SHOEBRIDGE    PHONE EXT.: 116  
DATE: 2 JAN. 2023    SCALE: 1/4"=1'-0"  
A&V JOB NO.: 22705

**DEMOLITION PLAN**

**S-2.1**



**3.A.V. Special Presentations and Reports:  
District Financial Summary**

# SAN SIMEON COMMUNITY SERVICES DISTRICT



## 3.A.iv FINANCIAL SUMMARY

### Billing December 31, 2022

November Billing Revenue	\$	98,077.03
December Billing Revenue	\$	78,278.66
Past Due (60+ days)	\$	3,179.15

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### ENDING BANK BALANCES

December 31, 2022

#### PACIFIC PREMIER BANK:

Money Market Account Closing Balance November 30, 2022	\$	1,672,945.75
Interest for December	\$	277.07
Transfer to Checking		(100,000.00)
Money Market Account Closing Balance December 31, 2022	\$	1,573,222.82
Operating Reserve Funds		(340,000.00)
Capital Rehab & Replace Reserves		(448,076.82)
USDA Loan Reserves		(25,690.00)
Wait-list Deposits		(93,538.60)
Capacity Fees		(678,999.00)
Customer Deposits		(8,300.00)
<b>Available Funds</b>	<b>\$</b>	<b>(21,381.80)</b>

**General Checking Account December 31, 2022** \$ 254,380.20

**LAIF Closing Balance December 30, 2022** \$ 565.03

**Interest Money Market Account 2019** \$ 22,529.11

**Interest Money Market Account 2020** \$ 12,206.44

**Interest Money Market Account 2021** \$ 1,104.91

**Interest Money Market Account 2022** \$ 1,362.44

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

**Balance Sheet**

As of December 31, 2022

	Dec 31, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1010 · Petty cash	150.00
1015 · Pac Prem Ckg-6603	123,711.79
1017 · Money Market PPBI	
1017a · Pac Prem - Mon Mkt Unrestricted	(20,434.67)
1017b · USDA short lived asset fund	5,000.00
1017c · USDA Reserve for Annual Pymt	20,690.00
1017d · Operating Reserves	340,000.00
1017e · Reserves-Capital Rehab & Replac	448,076.82
1017f · Capacity Fees Held	678,999.00
1017g · Wait List deposits held	92,414.60
1017h · Customer security deposits held	8,200.00
1017 · Money Market PPBI - Other	277.07
<b>Total 1017 · Money Market PPBI</b>	<b>1,573,222.82</b>
1050 · LAIF - non-restricted cash	565.03
<b>Total Checking/Savings</b>	<b>1,697,649.64</b>
<b>Other Current Assets</b>	
1200 · Accounts receivable default	93,433.00
1300 · Prepaid insurance expense	5,884.30
<b>Total Other Current Assets</b>	<b>99,317.30</b>
<b>Total Current Assets</b>	<b>1,796,966.94</b>
<b>Fixed Assets</b>	
1400 · Fixed assets	
1420 · Building and structures	279,580.67
1500 · Equipment	
1500a · Equip-PA System	7,591.16
1500b · Equip-Muffin Monster	5,098.32
1500 · Equipment - Other	0.45
<b>Total 1500 · Equipment</b>	<b>12,689.93</b>
1560 · Pipe bridge	29,497.00
1580 · Sewer plant	869,352.16
1590 · Sewer plant equipment	12,468.83
1600 · Water system	235,615.43
1620 · WWTP expansion	299,565.92
1630 · Tertiary Project	568,063.00
1640 · Wellhead Rehab Project	448,253.95
1650 · Walkway access projects	26,791.00
1660 · RO Unit	948,021.38
1680 · Generator	18,291.00
<b>Total 1400 · Fixed assets</b>	<b>3,748,190.27</b>
1450 · Construction in Progress	
1670 · Reservoir / Water Tanks	287,693.56
<b>Total 1450 · Construction in Progress</b>	<b>287,693.56</b>
1690 · Accumulated depreciation	(1,673,457.28)
<b>Total Fixed Assets</b>	<b>2,362,426.55</b>
<b>TOTAL ASSETS</b>	<b>4,159,393.49</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2500 · Customer security deposits	8,350.00
2510 · Connect hookup wait list	93,538.60



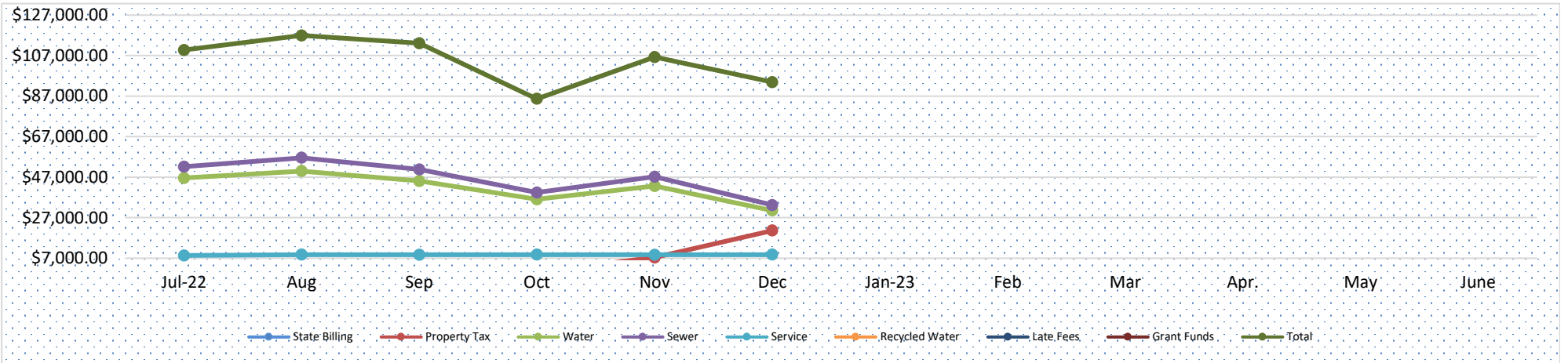
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Balance Sheet**  
As of December 31, 2022

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	Dec 31, 22
2515 · Unearned Revenue- Capacity Fees	678,999.00
Total Other Current Liabilities	780,887.60
Total Current Liabilities	780,887.60
Long Term Liabilities	
2520 · USDA Loan Principal Bal	425,548.72
Total Long Term Liabilities	425,548.72
Total Liabilities	1,206,436.32
Equity	
3201 · Net Investment in Capital Asset	1,980,565.00
3204 · BOD Assigned-Rehab & Replace	
3204G · Board Assigned for General CIP	50,051.03
3204S · Board Assigned for WW CIP	199,047.69
3204W · Board Assigned for Water CIP	198,978.10
Total 3204 · BOD Assigned-Rehab & Replace	448,076.82
3207 · BOD Assigned for Oper Reserves	
3207G · Op Reserves -Gen Fd	40,000.00
3207S · Op Reserves - Sewer Fd	150,000.00
3207W · Op Reserves - Water Fd	150,000.00
Total 3207 · BOD Assigned for Oper Reserves	340,000.00
3211 · Restricted-USDA Annual Loan Pmt	20,690.00
3212 · Restricted-USDA Short Liv Ass	5,000.00
3220 · Unrestricted-Undesignatd Equity	271,846.27
3900 · Suspense	(13,371.64)
Net Income	(99,849.28)
Total Equity	2,952,957.17
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,159,393.49</b>

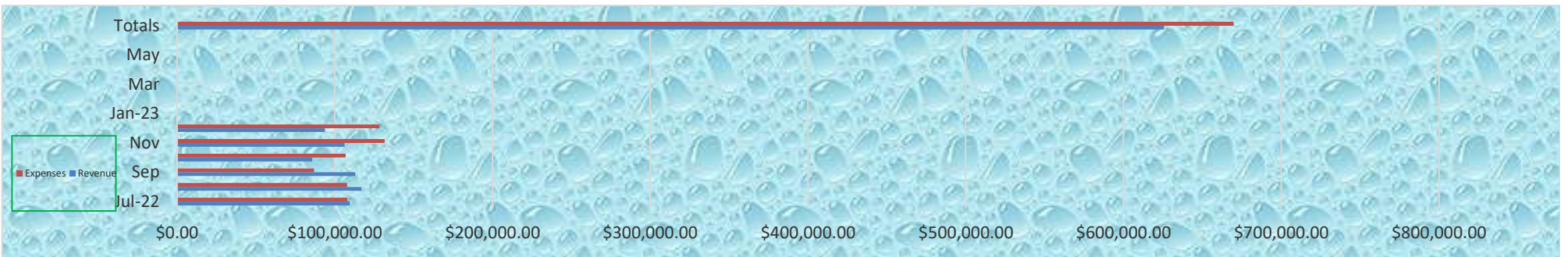
### DISTRICT REVENUE FY 2021/2022

	Jul-22	Aug	Sep	Oct	Nov	Dec	Jan-23	Feb	Mar	Apr.	May	June	Totals
State Billing			\$6,238.09										\$6,238.09
Property Tax	\$1,155.48	\$1,181.01	\$1,373.09	\$62.27	\$7,341.57	\$20,705.64							\$31,819.06
Water	\$46,591.56	\$50,027.56	\$45,188.80	\$36,147.17	\$42,655.95	\$30,637.51							\$251,248.55
Sewer	\$52,231.30	\$56,585.04	\$50,804.24	\$39,404.66	\$47,278.96	\$33,293.80							\$279,598.00
Service	\$8,391.83	\$8,833.46	\$8,790.97	\$8,833.46	\$8,790.97	\$8,833.46							\$52,474.15
Recycled Water													\$0.00
Late Fees	\$1,359.93	\$351.81	\$657.37	\$1,280.53	\$243.28	\$385.41							\$4,278.33
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							\$0.00
<b>Total</b>	<b>\$109,730.10</b>	<b>\$116,978.88</b>	<b>\$113,052.56</b>	<b>\$85,728.09</b>	<b>\$106,310.73</b>	<b>\$93,855.82</b>							<b>\$625,656.18</b>
Water Sold Cu Ft	323170	325550	294504	234854	277634	199464							1655176
Water Sold Acre ft	7.42	7.47	6.76	5.39	6.37	4.58							38.00



### REVENUE VS EXPENSES

	Jul-22	Aug	Sep	Oct	Nov	Dec	Jan-23	Feb	Mar	Apr.	May	June	Totals
Revenue	\$109,730.10	\$116,978.88	\$113,052.56	\$85,728.09	\$106,310.73	\$93,855.82							\$625,656.18
Expenses	\$108,042.12	\$107,950.12	\$86,903.09	\$106,925.30	\$131,633.07	\$128,424.18							\$669,877.88
Balance	\$1,687.98	\$9,028.76	\$26,149.47	(\$21,197.21)	(\$25,322.34)	(\$34,568.36)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$44,221.70)



**SAN SIMEON COMMUNITY SERVICES  
HISTORICAL FISCAL REVIEW**

**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	<b>\$70,776.79</b>
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	<b>\$89,218.05</b>
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	<b>\$396,135.82</b>
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	<b>\$441,678.56</b>
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	<b>\$88,422.48</b>
Recycled Water													<b>\$0.00</b>
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	<b>\$25,015.47</b>
Grant Funds			\$8,750.00	\$167,376.61						\$1,485.90		\$8,369.50	<b>\$185,982.01</b>
Revenue	<b>\$100,145.43</b>	<b>\$97,323.44</b>	<b>\$122,628.16</b>	<b>\$105,278.12</b>	<b>\$80,949.64</b>	<b>\$104,400.04</b>	<b>\$94,429.02</b>	<b>\$86,479.39</b>	<b>\$80,624.31</b>	<b>\$65,619.29</b>	<b>\$80,039.02</b>	<b>\$93,331.31</b>	<b>\$1,111,247.17</b>
Expense	<b>\$90,205.84</b>	<b>\$67,705.50</b>	<b>\$94,401.58</b>	<b>\$97,595.50</b>	<b>\$87,822.01</b>	<b>\$86,173.97</b>	<b>\$85,716.44</b>	<b>\$75,643.11</b>	<b>\$62,582.54</b>	<b>\$73,942.83</b>	<b>\$90,232.61</b>	<b>\$79,762.52</b>	<b>\$991,784.45</b>
Balance	<b>\$9,939.59</b>	<b>\$29,617.94</b>	<b>\$28,226.58</b>	<b>\$7,682.62</b>	<b>(\$6,872.37)</b>	<b>\$18,226.07</b>	<b>\$8,712.58</b>	<b>\$10,836.28</b>	<b>\$18,041.77</b>	<b>(\$8,323.54)</b>	<b>(\$10,193.59)</b>	<b>\$13,568.79</b>	<b>\$119,462.72</b>
Water Sold Cu Ft	336845	319458	323518	329822	242893	179311	260006	261505	185972	137196	217871	274085	<b>3,068,482</b>
Water Sold Acre ft	7.73	7.33	7.43	7.57	5.58	4.12	5.97	6.00	4.27	3.15	5.00	6.29	<b>70.44</b>

**FY 2020/2021**

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$4,898.26			\$4,898.26			\$9,978.14			\$5,654.87	<b>\$25,429.53</b>
Property Tax	\$2,336.92	\$751.11	\$11.88	\$6,945.71	\$5,461.44	\$26,458.17	\$12,827.64	\$1,063.98	\$5,505.65	\$8,582.80	\$15,086.53	\$2,262.87	<b>\$87,294.70</b>
Water	\$40,209.97	\$54,512.44	\$41,179.63	\$40,129.44	\$30,132.26	\$30,099.00	\$31,207.86	\$28,567.08	\$27,866.11	\$39,907.47	\$31,637.78	\$39,875.45	<b>\$435,324.49</b>
Sewer	\$45,546.00	\$60,488.59	\$45,320.14	\$44,227.62	\$32,486.93	\$31,269.68	\$29,285.81	\$31,276.88	\$30,546.56	\$44,784.48	\$34,717.31	\$44,261.59	<b>\$474,211.59</b>
Service	\$7,830.48	\$7,834.18	\$7,910.24	\$7,872.17	\$8,062.36	\$7,948.27	\$7,910.24	\$7,910.24	\$7,834.18	\$7,796.15	\$7,910.24	\$7,872.21	<b>\$94,690.96</b>
Recycled Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
Late Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
Revenue	<b>\$95,923.37</b>	<b>\$123,586.32</b>	<b>\$99,320.15</b>	<b>\$99,174.94</b>	<b>\$76,142.99</b>	<b>\$100,673.38</b>	<b>\$81,231.55</b>	<b>\$68,818.18</b>	<b>\$81,730.64</b>	<b>\$101,070.90</b>	<b>\$89,351.86</b>	<b>\$99,926.99</b>	<b>\$1,116,951.27</b>
Expense	<b>\$87,144.37</b>	<b>\$81,902.63</b>	<b>\$114,623.38</b>	<b>\$160,041.02</b>	<b>\$98,357.85</b>	<b>\$137,804.21</b>	<b>\$111,151.88</b>	<b>\$106,602.36</b>	<b>\$84,771.53</b>	<b>\$71,795.69</b>	<b>\$91,754.68</b>	<b>\$72,434.79</b>	<b>\$1,218,384.39</b>
Balance	<b>\$8,779.00</b>	<b>\$41,683.69</b>	<b>(\$15,303.23)</b>	<b>(\$60,866.08)</b>	<b>(\$22,214.86)</b>	<b>(\$37,130.83)</b>	<b>(\$29,920.33)</b>	<b>(\$37,784.18)</b>	<b>(\$3,040.89)</b>	<b>\$29,275.21</b>	<b>(\$2,372.82)</b>	<b>\$27,492.20</b>	<b>(\$101,403.12)</b>
Water Sold Cu Ft	292033	387244	297886	291236	218802	217498	215864	209660	203888	291683	230285	288809	<b>3,144,888</b>
Water Sold Acre ft	6.70	8.89	6.84	6.69	5.02	4.99	4.96	4.81	4.68	6.70	5.29	6.63	<b>72.20</b>

**FY 2021/2022**

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Fiscal Total
State Billing			\$6,340.85			\$7,273.93			\$7,273.93				<b>\$20,888.71</b>
Property Tax	\$115.78	\$1,381.14	\$10.01	\$5,809.34	\$11,583.42	\$7,622.03	\$163,743.57	\$4,095.69	\$4,104.27	\$14,321.21	\$12,933.74		<b>\$225,720.20</b>
Water	\$49,269.78	\$36,018.10	\$36,656.78	\$37,820.36	\$34,769.42	\$30,061.95	\$27,060.11	\$31,533.31	\$30,350.63	\$38,738.36	\$36,177.32	\$41,905.35	<b>\$430,361.47</b>
Sewer	\$55,516.22	\$40,331.83	\$40,336.81	\$42,047.97	\$38,874.20	\$35,068.70	\$30,298.87	\$35,079.28	\$33,573.78	\$44,078.35	\$39,679.66	\$47,223.70	<b>\$482,109.37</b>
Service	\$7,910.24	\$7,834.18	\$7,977.48	\$8,080.85	\$8,272.49	\$8,272.49	\$8,272.49	\$8,232.71	\$8,272.49	\$8,232.71	\$8,312.27	\$8,232.71	<b>\$97,903.11</b>
Recycled Water	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<b>\$0.00</b>
Late Fees	\$2,349.85	\$3,168.75	\$2,222.38	\$3,159.93	\$1,854.16	\$1,966.24	\$3,291.71	\$2,803.97	\$211.71	\$2,566.37	\$1,996.72	\$1,813.47	<b>\$27,405.26</b>
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$0.00</b>
Revenue	<b>\$115,161.87</b>	<b>\$88,734.00</b>	<b>\$93,544.31</b>	<b>\$96,918.45</b>	<b>\$95,353.69</b>	<b>\$90,265.34</b>	<b>\$232,666.75</b>	<b>\$81,744.96</b>	<b>\$83,786.81</b>	<b>\$107,937.00</b>	<b>\$99,099.71</b>	<b>\$99,175.23</b>	<b>\$1,284,388.12</b>
Expense	<b>\$95,803.89</b>	<b>\$75,209.49</b>	<b>\$80,233.53</b>	<b>\$84,995.77</b>	<b>\$103,695.19</b>	<b>\$90,282.75</b>	<b>\$103,403.23</b>	<b>\$102,972.34</b>	<b>\$153,478.50</b>	<b>\$111,977.33</b>	<b>\$101,809.55</b>	<b>\$101,809.55</b>	<b>\$1,205,671.12</b>
Balance	<b>\$19,357.98</b>	<b>\$13,524.51</b>	<b>\$13,310.78</b>	<b>\$11,922.68</b>	<b>(\$8,341.50)</b>	<b>(\$17.41)</b>	<b>\$129,263.52</b>	<b>(\$21,227.38)</b>	<b>(\$69,691.69)</b>	<b>(\$4,040.33)</b>	<b>(\$2,709.84)</b>	<b>(\$2,634.32)</b>	<b>\$78,717.00</b>
Water Sold Cu Ft	357524	261467	253458	262346	241618	210787	189269	219034	211521	270041	249738	291510	<b>3,018,313</b>
Water Sold Acre ft	8.21	6.00	5.82	6.02	5.55	4.84	4.35	5.03	4.86	6.20	5.73	6.69	<b>69.29</b>

**CONSENT AGENDA ITEMS:**  
**A. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON  
DECEMBER 8, 2022**

**SPECIAL BOARD MEETING MINUTES  
SAN SIMEON COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS REGULAR BOARD MEETING  
Thursday, December 8, 2022  
6:00 pm**

Pursuant to San Simeon CSD Resolution 22-459 and in compliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. SPECIAL SESSION:**

- A. Chairperson Kellas – Present
- Director Donahue – Present
- Director de la Rosa – Absent
- Director Diamond – Present
- Director Tiwana – Present

**2. CONSENT AGENDA ITEMS:**

**Public Comment – None**

**A. ADOPTION OF RESOLUTION 22-460 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**

Motion: Chairperson Kellas  
2nd: Director Donahue  
Vote: 4/0  
Absent: de la Rosa

Roll Call:  
Kellas: Yes                      Donahue: Yes                      Diamond: Yes                      Tiwana: Yes

**3. ADJOURNMENT @ 6:04 PM**

**CONSENT AGENDA ITEMS:**  
**B. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON  
DECEMBER 16, 2022**

**SPECIAL MEETING MINUTES**  
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS BOARD MEETING**  
**Friday, December 16, 2022**  
**6:00 pm**

Pursuant to San Simeon CSD Resolution 22-460 and in compliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. REGULAR SESSION @ 6:00 PM**

- A. Chairperson Kellas – Present
- Director Diamond – Present
- Director de la Rosa – Present
- Director Donahue – Present (joined meeting late @ 07:08)
- Director Tiwana - Present

**2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:**

Public Comment – None

**3. SPECIAL PRESENTATIONS AND REPORTS:**

**A. STAFF REPORTS:**

- i. **Sheriff’s Report** – None.
- ii. **CHP Report** – None.
- iii. **Superintendent’s Report** – (1:54) Steve Orellana provided a summary of November activities.
- iv. **General Manager’s Report** – (3:38) Steve Orellana provided a summary of November activities.
- v. **District Financial Summary** – (5:20) Steve Orellana provided a summary of November financials.
- vi. **District Counsel’s Report** – None (Jeff Minnery joined the meeting late).
- vii. **Board Member Report** – Summary of November Activities.

**B. AD-HOC & STANDING COMMITTEE REPORTS:**

- i. **Status Update Budget Committee** – None.
- ii. **Status Update Water Committee** – None.
- iii. **Status Update Camping Ordinance on District Streets**– None.

Public Comment –  
(9:00) Henry Krzciuk commented.

**4. CONSENT AGENDA ITEMS: (14:30)**

**A. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON OCTOBER 11, 2022.**

**B. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON NOVEMBER 8, 2022.**

**C. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON NOVEMBER 8, 2022.**

**D. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**

**E. ADOPTION OF RESOLUTION 22-461 A RESOLUTION AUTHORIZING SIGNATURES INCLUDING FACSIMILE SIGNATURES FOR BANKING SERVICES ON BEHALF OF THE SSCSD.**

Public Comment –  
None

(15:00) Chairperson Kellas made a motion was made to approve consent agenda items as is.

2nd: None

(15:28) Director Donahue asked for the disbursements journal to be pulled. He further stated that he wanted to discuss the GES reimbursement for legal bills. The Board members further discussed this matter.

(18:36) Director Donahue made a motion that the entire consent agenda be pulled on the basis of these legal bills.

(19:56) Director Donahue made a second motion to reconsider clawing back this \$141,000.

2nd: Director Tiwana

(21:20) Director Donahue was asked to repeat the motion. He went on to state “this idea of paying Charlie’s legal bills needs to be reconsidered with the idea of potentially clawing back this”. The Chairperson asked for clarification. Director Donahue repeated “ I wish to have the Board reconsider payment of the \$141,000.00 paid for Charlie’s legal bills on the basis of Brown Act violations. So that’s what I want to have reconsidered and agendized at another meeting. (22:00) After further discussion between he and Director Tiwana, Director Donahue made a motion to pull this item from the disbursements journal.

Motion: Director Donahue

2nd: Director Donahue (he provided the 2nd for his motion)

Vote: 3/2

Absent: None

Roll Call:

Kellas: No      Diamond: Yes      Donahue: Yes      Tiwana: Yes      de la Rosa: No

(24:00) There was further discussion between the Board members about consent agenda items A-E.

(25:36) Jeff Minnery joined the meeting. There was continued discussion about the



remaining consent agenda items.

(28:30) Director Donahue made a motion to discuss the matter of clawing back this money from Charlie at a future date.

2nd: None

Director Donahue repeated his original motion.

(29:50) The Board and legal counsel discussed Chairperson Kellas's original motion regarding the consent agenda.

(35:50) A motion was made to approve the Consent Agenda Items as is with the review and approval of the disbursements journal for everything that is listed as far as December payments of 2022.

Motion: Chairperson Kellas

2nd: Director Donahue

Vote: 5/0

Absent: None

Roll Call:

Kellas: Yes    de la Rosa: Yes    Donahue: Yes    Diamond: Yes    Tiwana: Yes

## **5. BUSINESS ACTION ITEMS: (36:40)**

### **A. REVIEW AND APPROVAL OF THE DRAFT AUDIT FOR FISCAL YEAR 2021/2022.**

Public Comment –

(37:20) Henry Krzciuk commented.

### **B. DISCUSSION REGARDING PURCHASING OF LAPTOPS FOR BOARD MEMBERS AND CYBERSECURITY POLICIES FOR THE DISTRICT. (38:47)**

Chairperson Kellas introduced the item.

(39:53) There was discussion among the Board members regarding this item.

Public Comment –

(47:45) Henry Krzciuk commented.

(50:09) A motion was made that we take this back to staff and suggest that they investigate the cost of I don't think a whole laptop is necessary but maybe an I-Pad and a cell phone, I don't think that the I-Pad needs to have anything more on it than 365 and Adobe because we don't use anything else. But my motion is to take the suggestions from Director Tiwana and have cell phones and I-Pads directly for the associated District.

Motion: Chairperson Kellas

2nd: Director Tiwana

(51:19) There was further discussion regarding the motion.

(52:00) A motion was made for staff to come up with an individual director budget cap that allows them to purchase their personal laptops, I-pads and phone to work only with District material and at the end it will be returned back to the District.

Motion: Chairperson Kellas  
2nd: Director Donahue  
Vote: 5/0  
Absent: None

Roll Call:

Kellas: Yes de la Rosa: Yes Donahue: Yes Diamond: Yes Tiwana: Yes

**C. DISCUSSION, REVIEW AND APPROVAL FOR CHAIRPERSON KELLAS TO RESPOND TO MOUCHAWAR LETTER REGARDING THEIR POSITION AND EDUS ON THE SSCSD WAITLIST. (53:06)**

Chairperson Kellas introduced the item.

(57:23) There was further discussion between the Board members regarding this matter.

Public Comment –

(1:00:26) Henry Krzciuk commented.

(1:01:51) There was additional discussion between the Board members regarding this matter.

(1:05:50) A motion was made to direct counsel Minnery to draft a simple letter to Ms. Paquette explaining the complexities of the situation and asking for her patience to wait for a response.

Motion: Chairperson Kellas  
2nd: Director Donahue  
Vote: 5/0  
Absent: None

Roll Call:

Kellas: Yes de la Rosa: Yes Donahue: Yes Diamond: Yes Tiwana: Yes

**D. DIRECTION TO STAFF REGARDING THE RESIGNATION OF ADAMSKI, MOROSKI, MADDEN, CUMBERLAND, AND GREEN, LLP. (1:06:40)**

Chairperson Kellas introduced the item.

(1:12:00) The Board further discussed this matter with legal counsel.

Public Comment –

(1:25:30) Henry Krzciuk commented.

(1:28:00) The Board continued discussion regarding this item.

Public Comment –

(1:31:30) Julie Tacker commented.

(1:34:27) The Board further discussed this matter with legal counsel.

(1:39:20) A motion was made to have a closed session to have the two candidates speak their piece, make their pitch for why they should be San Simeon district legal counsel and that we do this at the earliest possible convenience of the Board and administration.

(1:40:10) Director Donahue repeated that would like to have an open session, a special session, and a closed session where we actually interview the two candidates and we can arrange this with our General Manager so that we can see this on Zoom, so they can make their presentations, and we can all look at their websites, look at their history, and look at what they have done, and look at their resumes, and so forth, and we can make a decision, and I think this should be done forthwith...(continued talking).

(1:41:00) There was further discussion between the Board about setting a date for the special meeting. It was suggested that the meeting be held at 6:00 pm on Tuesday December 20, 2022.

Public Comment –

(1:44:00) Mike Cruz commented.

(1:45:45) A motion was made to have the special meeting held on December 20, 2022. Legal counsel advised that a motion was not needed. Staff was directed to schedule a special meeting.

**E. ELECTION OF THE CHAIRPERSON AND VICE-CHAIRPERSON FOR THE 2023 CALENDAR YEAR. (1:47:40)**

Chairperson Kellas introduced this item.

Public Comment –

(1:51:50) Henry Krzciuk commented.

(1:54:28) Julie Tacker commented.

(1:56:15) A motion was made to appoint Jacqueline Diamond as the Chairperson and Karina Tiwana as the Vice-Chairperson.

Public Comment –

Motion: Chairperson Kellas

2nd: Director de la Rosa  
Vote: 5/0  
Absent: None

Roll Call:

Kellas: Yes    de la Rosa: Yes    Donahue: Yes    Diamond: Yes    Tiwana: Yes

**6. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS** – Director Donahue asked that an item to direct Dudek to focus on non-residential sights (south of Castillo) be added to the agenda.

**7. ADJOURNMENT** – @ 8:01 PM

DRAFT

**CONSENT AGENDA ITEMS:**  
**C. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING SPECIAL  
MEETING ON DECEMBER 20, 2022**

**SPECIAL BOARD MEETING MINUTES  
SAN SIMEON COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS BOARD MEETING  
Tuesday, December 20, 2022  
6:00 pm**

Pursuant to San Simeon CSD Resolution 22-460 and non-compliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. SPECIAL SESSION: @ 6:03 PM**

A. Roll Call-

Chairperson Diamond – Present

Vice-Chairperson Tiwana – Present (joined the meeting late @ 6:07 pm)

Director Donahue – Present

Director de la Rosa – Present

Director Kellas – Present

**2. BUSINESS ACTION ITEMS:**

**A. ADOPTION OF RESOLUTION 22-462 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**

(2:50) There was a conversation between the Board about the Zoom format and about joining the Zoom meetings.

Public Comment –

(5:38) April Dury commented.

(8:40) Julie Tacker commented.

(13:20) Henry Krzciuk commented.

(15:00) A motion was made to adopt resolution 22-462.

Motion: Chairperson Diamond

2nd: Director Kellas

Vote: 5/0

Absent: None

Roll Call:

Diamond: Yes

Donahue: Yes

Tiwana: Yes

de la Rosa: Yes

Kellas: Yes

**B. APPOINTMENT OF AD-HOC COMMITTEE TO ASSIST WITH NEGOTIATIONS RELATED TO RON HURLBERT. (16:25)**

(16:50) There was a conversation between the Board members about Director de la Rosa having been appointed by the Board to serve as a negotiator between the Board and Mr. Hurlbert.

(18:22) Director Donahue made a motion to drop Director de la Rosa off.

(18:30) There was further discussion between the Board and legal counsel regarding the appointment of a new ad-hoc committee related to Hurlbert. Director Donahue discussed that the Hurlbert property should have a deed restriction on it preventing a sewer plant from being built on it.

Public Comment –

(23:48) Henry Krzciuk commented.

(26:10) Julie Tacker commented.

(29:14) Babik Naficy commented.

(30:05) Chairperson Diamond requested a motion to form a new ad-hoc committee to assist with the negotiation's related to Ron Hurlbert.

2nd: Director Donahue

(30:38) Chairperson Diamond made a motion that I [sic] and Director Tiwana form a new ad-hoc committee to assist with negotiations related to the new Ron Hurlbert situation.

2nd: Director Donahue (Vice-Chairperson Tiwana also provided a 2nd)

(30:50) Director Kellas contested the motion. There was further discussion between the Board and legal counsel about the formation of an ad-hoc committee.

Motion: Chairperson Diamond

2nd: Director Donahue (Vice-Chairperson Tiwana also provided a 2nd)

Vote: 3/1

Abstain: de la Rosa

Roll Call:

Diamond: Yes      Kellas: No      Donahue: Yes      Tiwana: Yes      de la Rosa: Abstain

### **3. CLOSED SESSION: (44:44)**

Public Comment –

(45:30) Julie Tacker commented.

(47:35) Henry Krzciuk commented.

#### **A. CONFERENCE WITH LEGAL COUNSEL – SSCSD legal counsel replacement candidate(s) / firms.**

Pursuant to Government Code § 54957; Public Employment: District Legal Counsel

******RECONVENE TO OPEN SESSION******

**Report on Closed Session:**

The Board approved the hiring of White Brenner, LLP.

Vote: 4/1  
Abstain: 0

Roll Call:  
Diamond: Yes      Kellas: No      Donahue: Yes      Tiwana: Yes      de la Rosa: Yes

**4. ADJOURNMENT – @8:41 PM**

DRAFT



**CONSENT AGENDA ITEMS:**  
**D. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

**Disbursements Journal**

January 2023

<b>Type</b>	<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Paid Amount</b>
Bill Pmt -Check	01/01/2023	2792	SWRCB-State Watr Resource Control Board	Annual Permit Fee Discharge permit. Facility ID 3SSO10322. 7/1/22 to 6/30/23. Inv WD-0213371 Dated 12/8/22.	-3,453.00
Bill Pmt -Check	01/01/2023	2793	SWRCB-State Watr Resource Control Board	Annual Permit Fee WW Collection System and Overflow 7/1/22 to 6/30/23; Facility ID 3400110001. Inv WD-0213792 dated 12/8/22.	-5,880.00
Paycheck	01/10/2023	2589	GWEN KELLAS	Board Service December 2, 2022 through January 1, 2023.	-277.05
Paycheck	01/10/2023	2590	JACQUELINE M DIAMOND	Board Service December 2, 2022 through January 1, 2023.	-277.05
Paycheck	01/10/2023	2591	MICHAEL C DONAHUE	Board Service December 2, 2022 through January 1, 2023.	-277.05
Bill Pmt -Check	01/10/2023	2592	Diane Franciscovich	Refund of customer security deposit for account #486. Effective 1/1/23.	-50.00
Bill Pmt -Check	01/10/2023	2593	Positive Investments	Refund of customer security deposit for account #387. Effective 1/1/23.	-50.00
Bill Pmt -Check	01/10/2023	2594	Positive Investments	Refund of customer security deposit for account #389. Effective 1/1/23.	-50.00
Bill Pmt -Check	01/10/2023	2595	Sue W. Hue	Refund of customer security deposit for account #185. Effective 1/1/23.	-50.00
Bill Pmt -Check	01/10/2023	2596	Sue W. Hue	Refund overpayment on customer account #185. Effective 1/1/23.	-179.75
Bill Pmt -Check	01/10/2023	2597	Adamski Moroski Madden Cumberland & Green Ashley & Vance Engineering Inc	General legal services from 09.01.22 through 10.31.22. Inv 59402 dated 11/30/22.	-10,053.58
Bill Pmt -Check	01/10/2023	2598	CrisCom Company	Pipe Bridge Replacement - Engineering services through 11.30.22. Inv 67471 dated 12/28/22.	-5,218.00
Bill Pmt -Check	01/10/2023	2599	Dudek	Grant research, writing, and grant related services January, 2023. Inv #271024 dated 12/19/22.	-2,000.00
Bill Pmt -Check	01/10/2023	2600	Harrington Industrial Plastics, LLC	CHRP expense (Coastal Hazard Response Plan). Contract services 10.29.22 to 11.25.22. See grant from CCC/SLO Co 19-02_SLO_A1. Inv 2022-11054 dated 12/30/22.	-25,455.92
Bill Pmt -Check	01/10/2023	2601	Kathleen Fry Bookkeeping Services	6 filters type HC/170-0.35 30-3/4" for RO System. Inv 013C5912 dated 12/7/22.	-2,285.77
Bill Pmt -Check	01/10/2023	2602	Lori Mather Video Services	Monthly bookkeeping services through December 2022. Inv CSD-2022-12 dated 12/31/22.	-1,500.00
Bill Pmt -Check	01/10/2023	2603	Oliveira Environmental Consulting LLC	Video services for Spec BOD Mtg 12.20.22; Reg BOD mtg 01.10.23; add closed captions. Invoice #01/01/23.	-1,050.00
Bill Pmt -Check	01/10/2023	2604	Richard Davega	Prof Svcs related to LCP to move WWTP, Ocean Outfall, Pico Staircase, and other CSD tasks. Svc Per: 09.02.22 - 12.07.22. Inv OEC-2022-32 dated 12/7/22.	-1,610.00
Bill Pmt -Check	01/10/2023	2605	Richard Davega	Notary service for oaths of office for Directors Diamond and Tiwana. Invoice 409898 dated 12/6/22.	-30.00
Bill Pmt -Check	01/10/2023	2606	Richard Davega	Notary service for oath of office for Director Donahue (re-elected). Invoice 409900 dated 12/27/22.	-15.00
Bill Pmt -Check	01/10/2023	2607	Richard Davega	Notary service for oath of office for Director Diamond (2nd oath required by SLO County). Invoice dated 12/28/22.	-15.00
Bill Pmt -Check	01/10/2023	2608	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period 01.20.23 - 02.20.23. Inv 44227 dated 12/12/22.	-450.00
Bill Pmt -Check	01/10/2023	2609	Stillwater Sciences	Pico Creek instream flow management plan services through 12/4/22.. Inv 9840011 dated 12/19/22.	-6,317.50
Bill Pmt -Check	01/10/2023	2610	Grace Environmental Services (GES)	Operations Mgt, Maintenance Fees, and Electrical Allotment Jan 2023. Inv # 1594 dated 01/01/23.	-60,308.23
Liability Check	01/25/2023	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks issued current month.	-137.70
Check	01/25/2023	Elec Pymt	CalPers Fiscal Svcs Divn	Monthly Unfunded Accrued Liability payment. Cust. ID # 7226734344.	-1,433.58
<b>TOTAL</b>					<b>-128,424.18</b>

**CONSENT AGENDA ITEMS:  
E. ADOPTION OF RESOLUTION 23-463**



## CONSENT AGENDA ITEM STAFF REPORT

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### ITEM 4.E. ADOPTION OF RESOLUTION 23-463 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.

#### Summary:

At a Special Meeting on September 30, 2021, the Board approved District Resolution 21-433 to continue virtual meetings of the Board of Directors and District committees pursuant to AB 361. AB 361 requires periodic review of the determination for a legislative body to continue to meet via teleconference, and if a state of emergency remains active, then no later than 30 days after meeting via teleconference, the body must make a subsequent finding that it “has reconsidered the circumstances of the state of emergency” and determined that in-person meetings continue to pose a risk to public health. During the December 20, 2022 regular Board meeting, the Board approved Resolution 22-462 which extended the “state of emergency” for an additional 30 days. Resolution 23-463 extends the “state of emergency” for an additional 30 days to allow continued virtual meetings.

#### Possible Outcomes:

- 1) The Board may direct meetings to be held in person.
- 2) The Board may approve Resolution 23-463.

Enc: Resolution 23-463

**RESOLUTION NO. 23-463**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT FOR THE PERIOD OF JANUARY 19, 2023, TO FEBRUARY 18, 2023 PURSUANT TO BROWN ACT PROVISIONS**

**Recitals**

WHEREAS, the San Simeon Community Services District ("District") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov. Code, §§ 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Board of Directors previously adopted a Resolution, Number 21-433 on September 30, 2021, finding that the requisite conditions exist for the legislative bodies of the District to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

WHEREAS, as a condition of extending the use of the provisions found in section 54953(e), the Board of Directors must reconsider the circumstances of the state of emergency that exists in the District, and the Board of Directors has done so; and

WHEREAS, emergency conditions persist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19, and strong recommendations by the California Department of Public Health that all persons, regardless of vaccination status, continue to undertake social distancing measures including wearing masks while in indoor public settings; and

WHEREAS, the Board of Directors does hereby find that the rise in SARS-CoV-2 variants have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to affirm a local emergency exists and re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency persisting, the Board of Directors does hereby find that the legislative bodies of the District shall continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the Board of Directors will ensure that the public has access to meetings and the opportunity to participate in meetings in the interest of transparency and as required by AB 361.

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

1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. Affirmation that Local Emergency Persists. The Board of Directors hereby considers the conditions of the state of emergency in the District and proclaims that a local emergency persists throughout the District, and COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District.
3. Re-ratification of Governor's Proclamation of a State of Emergency. The Board hereby re-ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.
4. Remote Teleconference Meetings. The General Manager and Staff of the District are hereby authorized and directed to take all actions necessary to carry out the

intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

- 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) February 18 , 2023, or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**ADOPTED** by the Board of Directors of the San Simeon Community Services District on January 10, 2023, by the following roll call votes:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

_____  
President, Board of Directors of the  
San Simeon Community Services District

**ATTEST:**

_____  
Charles Grace, General Manager of the  
San Simeon Community Services District

**APPROVED AS TO FORM:**

_____  
District Counsel

**Business Action Item**

**5.A. REVIEW AND APPROVAL OF THE DRAFT AUDIT FOR FISCAL YEAR  
2021/2022.**





## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.A. REVIEW AND APPROVAL OF THE DRAFT AUDIT FOR FISCAL YEAR 2021/2022.**

#### Summary:

Adam Guise will be presenting a draft version of the District audit for FY 2021/2022.

#### Recommendation:

1. The Board can approve and adopt the draft audit for FY 2021/2022.
2. The Board can suggest updates or edits to the audit.

Enc: Audit for Fiscal Year 2021/2022



Moss, Levy & Hartzheim LLP

Certified Public Accountants

December XX, 2022

To the Board of Directors  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

Attached is a draft copy of your audit for your review. After reviewing and upon your approval, please sign and fax back this letter to our office as soon as possible. We will not finalize the audit until we receive your response, a signed and dated Management Representation Letter (to be prepared by you), a written response from your attorney to the legal representation letter or a letter from you stating that no legal counsel was retained.

Sincerely,

MOSS, LEVY & HARTZHEIM LLP

*Moss, Levy & Hartzheim LLP*

RESPONSE:

I have reviewed the draft copy of the audit for San Simeon Community Services District and give my approval.

By: _____

Title: _____

Date: _____

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

FINANCIAL STATEMENTS  
June 30, 2022

Draft

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**TABLE OF CONTENTS**  
June 30, 2022

---

**INTRODUCTORY SECTION**

Organization ..... 1

**FINANCIAL SECTION**

Independent Auditor’s Report ..... 2

**BASIC FINANCIAL STATEMENTS**

Statement of Net Position – Proprietary Fund ..... 4

Statement of Revenues, Expenses, and Changes in Net Position – Proprietary Fund ..... 5

Statement of Cash Flows – Proprietary Fund ..... 6

Notes to Basic Financial Statements..... 7

**SUPPLEMENTARY INFORMATION**

Schedule of Revenues and Expenses by Function for the Fiscal Year Ended June 30, 2022 ..... 15

Schedule of Revenues and Expenses by Function for the Fiscal Year Ended June 30, 2021 ..... 16

Draft

**INTRODUCTORY SECTION**

Draft

**Board of Directors**

<u>Name</u>	<u>Office</u>	<u>Term Expires</u>
Gwen Kellas	Chairperson	2024
Mary Giacoletti	Vice-Chairperson	2022
Daniel de la Rosa	Director	2024
Michael Donahue	Director	2022

Draft

**FINANCIAL SECTION**

**Draft**

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
San Simeon Community Services District  
San Simeon, California

***Opinions***

We have audited the accompanying financial statements of the business-type activities and the major fund of the San Simeon Community Services District, as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the San Simeon Community Services District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the major fund of the San Simeon Community Services District, as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the San Simeon Community Services District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the San Simeon Community Services District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the San Simeon Community Services District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the San Simeon Community Services District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Required Supplementary Information**

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### **Other Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the District's basic financial statements. The introductory section and the schedules of revenues, expenses, and changes in net position by function on pages 15 and 16 are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The schedules of revenues, expenses, and changes in net position by function is the responsibility of management and were derived from and related directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of revenues, expenses, and changes in net position by function are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December XX, 2022, on our consideration of the San Simeon Community Services District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

### **Report on Summarized Comparative Information**

We have previously audited the San Simeon Community Services District's 2021 financial statements, and our report dated November 16, 2021 expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the fiscal year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Santa Maria, California  
December XX, 2022

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**STATEMENT OF NET POSITION - PROPRIETARY FUND**  
 June 30, 2022  
 with Comparative Totals for June 30, 2021

	2022	2021
<b>ASSETS</b>		
Current Assets:		
Petty cash	\$ 150	\$ 150
Cash and investments	1,149,580	1,155,515
Accounts receivable	125,533	122,234
Total current assets	<u>1,275,263</u>	<u>1,277,899</u>
Capital Assets:		
Non-depreciable:		
Construction in progress	287,694	287,694
Depreciable:		
Sewer plant	1,797,238	1,797,238
Water plant	1,631,891	1,631,891
Building	279,580	279,580
Equipment	12,690	12,690
Land improvements	26,791	26,791
Less: Accumulated depreciation	<u>(1,629,770)</u>	<u>(1,539,919)</u>
Net capital assets	<u>2,406,114</u>	<u>2,495,965</u>
Total assets	<u>3,681,377</u>	<u>3,773,864</u>
<b>LIABILITIES</b>		
Current Liabilities:		
Accounts payable	86,995	36,278
Customer deposits	102,599	88,799
Current portion of loan payable	9,049	8,804
Total current liabilities	<u>198,643</u>	<u>133,881</u>
Long-Term Liabilities		
Long-term portion of loan payable	416,500	425,549
Total long-term liabilities	<u>416,500</u>	<u>425,549</u>
Total Liabilities	<u>615,143</u>	<u>559,430</u>
<b>NET POSITION</b>		
Net investment in capital assets	1,980,565	2,061,612
Restricted for:		
USDA loan reserve	25,690	
Unrestricted:		
Board assigned for water capital improvements	198,978	155,505
Board assigned for wastewater capital improvements	199,048	155,785
Board assigned for general capital improvements	50,051	43,295
Board committed for operating reserves	340,000	250,000
Undesignated	<u>271,902</u>	<u>548,237</u>
Total net position	<u>\$ 3,066,234</u>	<u>\$ 3,214,434</u>

Draft

See accompanying notes to basic financial statements.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION - PROPRIETARY FUND**  
For the Fiscal Year Ended June 30, 2022  
With Comparative Totals for the Fiscal Year Ended June 30, 2021

	2022	2021
<b>Operating Revenues:</b>		
Services-waste	\$ 482,109	\$ 471,529
Services-water	430,361	432,805
State of CA-Hearst Castle	30,665	25,430
Services-other	97,903	94,691
Late fees and adjustments	(1,059)	(27,990)
	<u>1,039,979</u>	<u>996,465</u>
<b>Operating Expenses:</b>		
Accounting	14,115	5,775
Bank fees	78	1,033
Bookkeeping	16,740	15,720
Directors' fees	3,300	4,500
Payroll expenses	253	344
Dues and subscriptions	5,756	2,985
Road maintenance	4,550	29,800
Riprap engineering		4,273
Insurance-health	4,446	4,227
PERS Retirement	16,193	15,816
Insurance-liability	11,793	12,959
LAFCO budget allocation	3,140	2,637
Legal fees	266,733	117,212
Licenses and permits	21,397	19,784
Miscellaneous	3,627	6,590
Depreciation	89,851	93,492
Office expenses	316	958
Operations management	568,783	600,510
Repairs and maintenance allowance - GES contract	40,000	
Professional fees	187,405	108,636
Emergency stand by	20,000	10,000
Repairs	43,323	69,846
Utilities	80,539	82,332
Website	4,900	14,300
Weed abatement	2,625	2,175
	<u>1,409,863</u>	<u>1,225,904</u>
Total operating expenses	<u>1,409,863</u>	<u>1,225,904</u>
Net operating income (loss)	<u>(369,884)</u>	<u>(229,439)</u>
<b>Non-Operating Revenues (Expenses):</b>		
Property taxes	91,086	90,912
Covid relief grant	135,531	
Interest expense	(11,886)	(12,123)
Interest income	415	7,472
	<u>215,146</u>	<u>86,261</u>
Total non-operating revenues (expenses)	<u>215,146</u>	<u>86,261</u>
<b>Capital Contributions:</b>		
Grant income	6,538	
	<u>6,538</u>	
Total capital contributions	<u>6,538</u>	
Changes in net position	(148,200)	(143,178)
Net position - beginning of fiscal year	<u>3,214,434</u>	<u>3,357,612</u>
Net position - end of fiscal year	<u>\$ 3,066,234</u>	<u>\$ 3,214,434</u>

See accompanying notes to basic financial statements.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**STATEMENT OF CASH FLOWS - PROPRIETARY FUND**  
For the Fiscal Year Ended June 30, 2022  
With Comparative Totals for the Fiscal Year Ended June 30, 2021

	<u>2022</u>	<u>2021</u>
<b>Cash Flows From Operating Activities:</b>		
Receipts from customers and users	\$ 1,050,480	\$ 1,011,265
Payments to suppliers	(1,261,296)	(1,092,410)
Payments to employees	(7,999)	(9,071)
Net cash used by operating activities	<u>(218,815)</u>	<u>(90,216)</u>
<b>Cash Flows from Capital and Related Financing Activities:</b>		
Purchase of capital assets		(80,857)
Capital grants	6,538	
Interest payments	(11,886)	(12,123)
Principal loan payments	(8,804)	(8,567)
Net cash used by capital and related financing activities	<u>(14,152)</u>	<u>(101,547)</u>
<b>Cash Flows from Noncapital Financing Activities:</b>		
Noncapital grants	135,531	
Property taxes	91,086	90,912
Net cash provided by noncapital and related financing activities	<u>226,617</u>	<u>90,912</u>
<b>Cash Flows from Investing Activities:</b>		
Investment income	415	7,472
Net cash provided by investing activities	<u>415</u>	<u>7,472</u>
Net decrease in cash and cash equivalents	(5,935)	(93,379)
Cash and cash equivalents, beginning of fiscal year	<u>1,155,665</u>	<u>1,249,044</u>
Cash and cash equivalents, end of fiscal year	<u>\$ 1,149,730</u>	<u>\$ 1,155,665</u>
Reconciliation to Statement of Net Position		
Petty cash	\$ 150	\$ 150
Cash and investments	1,149,580	1,155,515
	<u>\$ 1,149,730</u>	<u>\$ 1,155,665</u>
<b>Reconciliation of Operating Loss to Net Cash Used by Operating Activities:</b>		
Operating loss	\$ (369,884)	\$ (229,439)
Adjustments to reconcile operating loss to net cash used by operating activities:		
Depreciation	89,851	93,492
Change in Operating Assets and Liabilities:		
(Increase) decrease in accounts receivable	(3,299)	6,141
(Increase) decrease in prepaid expenses		12,959
Increase (decrease) in accounts payable	50,717	17,972
Increase (decrease) in customer deposits	13,800	8,659
Net cash used by operating activities	<u>\$ (218,815)</u>	<u>\$ (90,216)</u>

Draft

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
June 30, 2022

---

**NOTE 1 - NATURE OF DISTRICT**

San Simeon Community Services District (the “District”) is a political subdivision of the State of California. The District administers the following community services as provided by its charter: water, sanitation, streets, lighting, weed abatement, and general and administrative services.

The District is a Community Services District as defined under State Code Section: 61000. A Community Services District is a public agency (State Code Section: 12463.1) which is a State instrumentality (State Code Section: 23706). State instrumentalities are exempt from federal and state income taxes.

There are no component units included in this report which meet the criteria of the Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statements No. 39, No. 61, No. 80, and No. 90.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- A. Accounting Policies - The accounting policies of the District conform with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).
- B. Basis of Accounting - The District is organized as an Enterprise Fund and follows the accrual method of accounting, whereby revenues are recorded as earned, and expenses are recorded when incurred.
- C. Budget - Although a budget is adopted annually, it is used primarily as a guideline for the Board in regulating expenditures. There is no legal requirement to stay within the adopted budget in the payment or classification of expenditures.
- D. Cash and Cash Equivalents - Cash and cash equivalents consist of cash on hand and in banks and short-term, highly liquid investments with a maturity of three months or less, which include money market funds, cash management pools in County Treasury and the state Local Agency Investment Fund (LAIF). Cash held in the county and state pooled funds is carried at cost, which approximates fair value. Interest earned is deposited quarterly into the participant’s fund. Any investment losses are proportionately shared by all funds in the pool. The County is authorized to deposit cash and invest excess funds by California Government Code Section 53648 et seq. The funds maintained by the County are either secured by federal depository insurance or are collateralized.
- E. Property, Plant and Equipment - Capital assets purchased by the District are recorded at cost. Contributed or donated capital assets are recorded at fair value when acquired.
- F. Depreciation - Capital assets purchased by the District are depreciated over their estimated useful lives (ranging from 5-50 years) under the straight-line method of depreciation.
- G. Receivables - The District did not experience any significant bad debt losses; accordingly, no provision has been made for doubtful accounts, and accounts receivable is shown at full value.
- H. Encumbrances - Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation, is not utilized by the District.
- I. Customer Deposits - Customer deposits are recorded as a liability of the District. The District requires an advance deposit of \$50 for new customers.
- J. Net Position - GASB Statement No. 63 requires that the difference between assets added to the deferred outflows of resources and liabilities added to the deferred inflows of resources be reported as net position. Net position is classified as either net investment in capital assets, restricted, or unrestricted.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
 June 30, 2022

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**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

- J. Net Position (Continued) - Net investment in capital assets consists of capital assets, net of accumulated depreciation, and reduced by the outstanding principal of related debt. Restricted net position is the net position that has external constraints placed on them by creditors, grantors, contributors, laws, or regulations of other governments, or through constitutional provisions or enabling legislation. Unrestricted net position consists of net position that does not meet the definition of net investment in capital assets or restricted net position.
- K. Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, as prescribed by the GASB and the AICPA, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.
- L. Comparative Data/Total Only - Comparative total data for the prior fiscal year has been presented in certain accompanying financial statements in order to provide an understanding of the changes in the District's financial position, operations, and cash flows. Also, certain prior fiscal amounts may have been reclassified to conform to the current fiscal year financial statements presentation.
- M. Property Taxes - The County levies, bills, and collects property taxes and special assessments for the District. Property taxes levied are recorded as revenue in the fiscal year of levy, due to the adoption of the "alternate method of property tax distribution," known as the Teeter Plan, by the District and the County. The Teeter Plan authorizes the Auditor/Controller of the County to allocate 100% of the secured property taxes billed, excluding unitary tax (whether paid or unpaid). The County remits tax monies to the District every month and twice a month in December and April. The final amount which is "teetered" is remitted in August each year.

Tax collections are the responsibility of the County Tax Collector. Taxes and assessments on secured and utility rolls, which constitute a lien against the property, may be paid in two installments; the first is due November 1 of the fiscal year and is delinquent if not paid by December 10; and the second is due on March 1 of the fiscal year and is delinquent if not paid by April 10. Unsecured personal property taxes do not constitute a lien against real property unless the tax becomes delinquent. Payment must be made in one installment, which is delinquent if not paid by August 31 of the fiscal year. Significant penalties are imposed by the County for late payment.

Property valuations are established by the Assessor of the County for the secured and unsecured property tax rolls. Under the provisions of Article XIII A of the State Constitution, properties are assessed at 100% of purchase price or value in 1978 whichever is later. From this base assessment, subsequent annual increases in valuation are limited to a maximum of 2 percent. However, increases to full value are allowed for property improvements or upon change in ownership. Personal property is excluded from these limitations and is subject to annual reappraisal.

Tax levy dates are attached annually on January 1 preceding the fiscal year for which the taxes are levied. The fiscal year begins July 1 and ends June 30 of the following year. Taxes are levied on both real and unsecured personal property, as it exists at that time. Liens against real estate, as well as the tax on personal property, are not relieved by subsequent renewal or change in ownership.

M. Future Accounting Pronouncements

GASB Statements listed below will be implemented in future financial statements:

Statement No. 91	"Conduit Debt Obligations"	The provisions of this statement are effective for fiscal years beginning after December 15, 2021.
Statement No. 93	"Replacement of Interbank Offered Rates"	The provisions of this statement except for paragraphs 11b, 13, and 14 are effective for fiscal years beginning after June 15, 2020. Paragraph 11b is effective for fiscal years beginning after December 31, 2021. Paragraphs 13 and 14 are effective for fiscal years beginning after June 15, 2021.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
 June 30, 2022

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Statement No. 94	"Public-Private and Public-Public Partnerships and Availability Payment Arrangements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2022.
Statement No. 96	"Subscription-Based Information Technology Arrangements"	The provisions of this statement are effective for fiscal years beginning after June 15, 2022.
Statement No. 99	"Omnibus 2022"	The provisions of this statement are effective in April 2022 except for the provisions related to leases, PPPs, SBITAs, financial guarantees and derivative instruments. The provisions related to leases, PPPs, and SBITAs are effective for fiscal years beginning after June 15, 2022. The provisions related to financial guarantees and derivative instruments are effective for fiscal years beginning after June 15, 2023.
Statement No. 100	"Accounting Changes and Error Corrections - an amendment of GASB Statement No. 62"	The provisions of this statement are effective for fiscal years beginning after June 15, 2023.
Statement No. 101	"Compensated Absences"	The provisions of this statement are effective for fiscal years beginning after December 15, 2023.

**NOTE 3 - CASH AND INVESTMENTS**

Draft

Investments are carried at fair value. On June 30, 2022, the District had the following cash and temporary investments on hand:

Deposits:	
Cash on hand	\$ 150
Cash in banks	58,794
	58,944
Investments:	
Money market	1,090,224
State of California Local Agency Investment Fund (LAIF)	562
	1,090,786
Total Cash and Investments	\$1,149,730

Cash and investments are presented on the accompanying basic financial statements, as follows:

Petty cash	\$ 150
Cash and investments	1,149,580
Total cash and investments	\$1,149,730

The District categorizes its fair value measurements within the fair value hierarchy established by U.S. Generally Accepted Accounting Principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. There are no investments measured under Levels 1, 2, or 3.

Investments Authorized by the District's Investment Policy

The following table identifies the investment types that are authorized for the District by the California Government Code. The table also identifies certain provisions of the California Government Code that address interest rate risk, credit risk, and concentration of credit risk.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
 June 30, 2022

**NOTE 3 - CASH AND INVESTMENTS (Continued)**

Investments Authorized by the District's Investment Policy (Continued)

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
Federal Agency Securities	N/A	None	None
Banker's Acceptances	180 days	40%	None
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase and Reverse Repurchase Agreements	92 days	20% of base value	None
Medium-Term Notes	5 years	20%	None
Mutual Funds	N/A	20%	None
Money Market Mutual Funds	N/A	None	None
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Fund	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	\$75,000,000
State Registered Warrants, Notes or Bonds	N/A	None	None
Notes and Bonds for other Local California Agencies	5 years	None	None

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity:

<u>Investment Type</u>	<u>Carrying Amount</u>	<u>Remaining Maturity (in Months)</u>			
		<u>12 Months or Less</u>	<u>13-24 Months</u>	<u>25-60 Months</u>	<u>More than 60 Months</u>
Money market funds	\$ 1,090,224	\$ 1,090,224	\$ -	\$ -	\$ -
LAIF	562	562			
<b>Total</b>	<b>\$ 1,090,786</b>	<b>\$ 1,090,786</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of rating by a nationally recognized statistical rating organization. Presented below, is the minimum rating required by (where applicable) the California Government Code and the actual rating as of fiscal year end for each investment type.

<u>Investment Type</u>	<u>Carrying Amount</u>	<u>Minimum Legal Rating</u>	<u>Exempt From Disclosure</u>	<u>Rating as of Fiscal Year End</u>		
				<u>AAA</u>	<u>Aa</u>	<u>Not Rated</u>
Money market funds	\$1,090,224	N/A	\$ -	\$ -	\$ -	\$1,090,224
LAIF	562	N/A				562
<b>Total</b>	<b>\$1,090,786</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$1,090,786</b>



**NOTE 3 - CASH AND INVESTMENTS (Continued)**

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represent 5% or more of total District's investments that are required to be reported.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

None of the District's deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

Investment in State Investment Pool

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the District's investment in this pool is reported in the accompanying basic financial statements at the amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
**June 30, 2022**

**NOTE 4 – SCHEDULE OF CAPITAL ASSETS**

A schedule of changes in capital assets and depreciation for the fiscal years ended June 30, 2022, and June 30, 2021, are shown below:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022
<b>Non-depreciable capital assets:</b>				
Construction in progress	\$ 287,694	\$ -	\$ -	\$ 287,694
Total non-depreciable capital assets	<u>\$ 287,694</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 287,694</u>
<b>Depreciable capital assets:</b>				
Sewer plant	\$ 1,797,238	\$ -	\$ -	\$ 1,797,238
Water plant	1,631,891			1,631,891
Building	279,580			279,580
Land improvements	26,791			26,791
Equipment	12,690			12,690
	<u>3,748,190</u>			<u>3,748,190</u>
Accumulated depreciation	1,539,919	89,851		1,629,770
Total depreciable capital assets	<u>\$ 2,208,271</u>	<u>\$ (89,851)</u>	<u>\$ -</u>	<u>\$ 2,118,420</u>
Net capital assets	<u>\$ 2,495,965</u>	<u>\$ (89,851)</u>	<u>\$ -</u>	<u>\$ 2,406,114</u>

	Balance July 1, 2020	Additions	Deletions	Balance June 30, 2021
<b>Non-depreciable capital assets:</b>				
Construction in progress	\$ 223,206	\$ 64,488	\$ -	\$ 287,694
Total non-depreciable capital assets	<u>\$ 223,206</u>	<u>\$ 64,488</u>	<u>\$ -</u>	<u>\$ 287,694</u>
<b>Depreciable capital assets:</b>				
Sewer plant	\$ 1,784,769	\$ 12,469	\$ -	\$ 1,797,238
Water plant	1,627,991	3,900		1,631,891
Building	279,580			279,580
Land improvements	26,791			26,791
Equipment	12,690			12,690
	<u>3,731,821</u>	<u>16,369</u>		<u>3,748,190</u>
Accumulated depreciation	1,446,427	93,492		1,539,919
Total depreciable capital assets	<u>\$ 2,285,394</u>	<u>\$ (77,123)</u>	<u>\$ -</u>	<u>\$ 2,208,271</u>
Net capital assets	<u>\$ 2,508,600</u>	<u>\$ (12,635)</u>	<u>\$ -</u>	<u>\$ 2,495,965</u>

Depreciation expense for the fiscal years ended June 30, 2022 and 2021 was \$89,851 and \$93,492, respectively.

**NOTE 5 – CUSTOMER DEPOSITS**

The liability for customer deposits consists of the following as of June 30, 2022 and 2021:

	2022	2021
Hook-up deposits	\$ 94,149	\$ 80,099
Customer meter deposits	8,450	8,700
	<u>\$ 102,599</u>	<u>\$ 88,799</u>

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
 June 30, 2022

**NOTE 5 – CUSTOMER DEPOSITS (Continued)**

The hook-up deposits are from customers on a waiting list to connect into the system. Each deposit represents total hook-up fees owed by the customer based on the fee schedule in place at the time of the payment. Additional fees may be required from the customer, based on the current fee schedule, when the utility connection is completed.

Customer meter deposits consist of a \$50 refundable deposit required for each metered customer before any service can be provided by the District.

**NOTE 6 – LOAN PAYABLE**

On July 11, 2011, the District applied for a \$500,000 loan from the United States Department of Agriculture. The loan was approved, and the District began to draw on the loan during the 13/14 fiscal year. The District is required to make semi-annual payments of \$10,345. The agreement is secured by a first lien and a pledge of revenues from the water system. In the event of a default by the District, the remaining amount of the note shall become due. Future minimum payments are as follows on the next page:

Fiscal year Ended June 30,	Principal	Interest	Total
2023	\$ 9,049	\$ 11,641	\$ 20,690
2024	9,300	11,390	20,690
2025	9,557	11,133	20,690
2026	9,822	10,868	20,690
2027	10,094	10,596	20,690
2028-2032	54,820	48,630	103,450
2033-2037	62,842	40,608	103,450
2038-2042	72,037	31,413	103,450
2043-2047	82,578	20,872	103,450
2048-2052	94,662	8,788	103,450
2053	10,788	156	10,944
Total	<u>\$ 425,549</u>	<u>\$ 206,095</u>	<u>\$ 631,644</u>

**NOTE 7 – LONG TERM LIABILITIES – SCHEDULE OF CHANGES**

A schedule of changes in long-term liabilities for the fiscal years ended June 30, 2022 and June 30, 2021, are shown below:

	Balance July 1, 2021	Additions	Deletions	Balance June 30, 2022	Due within one year
Loan payable (Direct Borrowing)	\$ 434,353	\$ -	\$ 8,804	\$ 425,549	\$ 9,049
Totals	<u>\$ 434,353</u>	<u>\$ -</u>	<u>\$ 8,804</u>	<u>\$ 425,549</u>	<u>\$ 9,049</u>

	Balance July 1, 2020	Additions	Deletions	Balance June 30, 2021	Due within one year
Loan payable (Direct Borrowing)	\$ 442,920	\$ -	\$ 8,567	\$ 434,353	\$ 8,804
Totals	<u>\$ 442,920</u>	<u>\$ -</u>	<u>\$ 8,567</u>	<u>\$ 434,353</u>	<u>\$ 8,804</u>

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**NOTES TO BASIC FINANCIAL STATEMENTS**  
June 30, 2022

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**NOTE 8 – JOINT POWERS AUTHORITY**

The District is a member of the Special District Risk Management Authority (S.D.R.M.A.), an intergovernmental risk sharing joint powers authority, created pursuant to California Government Code Sections 6500 et. Seq. In becoming a member of the S.D.R.M.A., the District elected to participate in the risk financing programs listed below for the program period July 1, 2017 through June 30, 2018.

General and Auto Liability, Public Officials' and Employees' Errors, and Employment Practices Liability and Employee Benefits Liability: Special District Risk Management Authority, coverage number LCA SDRMA 201112. This covers \$2,500,000 per occurrence, subject to policy deductibles.

Employee Dishonesty Coverage: Special District Risk Management Authority, coverage number EDC SDRMA 201112. This policy includes a \$400,000 Public Employee Dishonesty Blanket Coverage.

Property Loss: Special District Risk Management Authority, coverage number PPC SDRMA 201112. This policy covers the replacement cost for property on file, \$1,000,000,000 per occurrence, subject to policy deductibles.

Boiler and Machinery: Special District Risk Management Authority, coverage number BMC SDRMA 201112. This covers \$100,000,000 per occurrence, subject to policy deductibles.

The District also participated in the elective comprehensive/collision coverage on selected vehicles, subject to policy deductibles.

Personal Liability Coverage for Board Members: This policy covers \$500,000 per occurrence, coverage number LCA SDRMA 201112, annual segregate per each selected/appointed official, subject to policy deductibles.

Members are subject to dividends and/or assessments, in accordance with Second Amended Joint Powers Agreement and amendments thereto, on file with the District. No such dividends have been declared, nor have any assessments been levied.

**NOTE 9 – RELATED PARTY TRANSACTION**

The District has an agreement with Grace Environmental Services to oversee the daily operations of the District with the President of Grace Environmental Services, Charles Grace, serving as the General Manager. San Simeon Community Services District paid \$689,322 for their services including \$568,783 for operations which includes staffing, \$80,539 for electricity, and \$40,000 for preventative maintenance during the 2021/22 fiscal year.

**NOTE 10 – CONTINGENCIES**

According to the District's staff and attorney, no contingent liabilities are outstanding and no lawsuits are pending of any significant financial consequence.

**SUPPLEMENTARY INFORMATION**

**Draft**

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**SCHEDULE OF REVENUES AND EXPENSES BY FUNCTION**  
For the Fiscal Year Ended June 30, 2022

	Sanitation Fund	Water Fund	General	Total
<b>Operating Revenues:</b>				
Utility sales	\$ 482,109	\$ 430,361	\$ -	\$ 912,470
Service charges			97,903	97,903
State of CA-Dept. of Parks and Recreation	30,665			30,665
Late fees and adjustments		(10,161)	9,102	(1,059)
	<u>512,774</u>	<u>420,200</u>	<u>107,005</u>	<u>1,039,979</u>
<b>Operating Expenses:</b>				
Accounting	4,705	4,705	4,705	14,115
Bank fees			78	78
Bookkeeping	5,580	5,580	5,580	16,740
Directors' fees	1,100	1,100	1,100	3,300
Payroll expenses	97	97	59	253
Dues and subscriptions	1,558	2,023	2,175	5,756
Road maintenance			4,550	4,550
Insurance-health	2,223	2,223		4,446
PERS Retirement	8,097	8,096		16,193
Insurance-liability	4,717	5,897	1,179	11,793
LAFCO budget allocation	785	785	1,570	3,140
Legal fees	52,634	161,465	52,634	266,733
Licenses and permits	18,362	3,035		21,397
Miscellaneous	206	154	3,267	3,627
Depreciation	41,462	43,668	4,721	89,851
Office expenses			316	316
Operations management	284,392	227,513	56,878	568,783
Repairs and maintenance allowance - GES contract	20,000	16,000	4,000	40,000
Professional fees	57,044	104,343	26,018	187,405
Emergency stand by		20,000		20,000
Repairs	14,544	17,728	11,051	43,323
Utilities	58,143	13,771	8,625	80,539
Website	1,633	1,633	1,634	4,900
Weed abatement			2,625	2,625
	<u>577,282</u>	<u>639,816</u>	<u>192,765</u>	<u>1,409,863</u>
Total operating expenses	<u>577,282</u>	<u>639,816</u>	<u>192,765</u>	<u>1,409,863</u>
Net operating income (loss)	<u>(64,508)</u>	<u>(219,616)</u>	<u>(85,760)</u>	<u>(369,884)</u>
<b>Non-Operating Revenues (Expenses):</b>				
Property taxes			91,086	91,086
Covid relief grant			135,531	135,531
Interest expense		(11,886)		(11,886)
Interest income			415	415
		<u>(11,886)</u>	<u>227,032</u>	<u>215,146</u>
Total non-operating revenues (expenses)		<u>(11,886)</u>	<u>227,032</u>	<u>215,146</u>
<b>Capital Contributions</b>				
Grant income	6,020	518		6,538
	<u>6,020</u>	<u>518</u>		<u>6,538</u>
Total capital contributions	<u>6,020</u>	<u>518</u>		<u>6,538</u>
Change in net position	<u>\$ (58,488)</u>	<u>\$ (230,984)</u>	<u>\$ 141,272</u>	<u>\$ (148,200)</u>

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**SCHEDULE OF REVENUES AND EXPENSES BY FUNCTION**  
For the Fiscal Year Ended June 30, 2021

	Sanitation Fund	Water Fund	General	Total
<b>Operating Revenues:</b>				
Utility sales	\$ 454,502	\$ 418,508	\$ 3,334	\$ 876,344
Service charges			94,691	94,691
State of CA-Dept. of Parks and Recreation	25,430			25,430
<b>Total operating revenues</b>	<b>479,932</b>	<b>418,508</b>	<b>98,025</b>	<b>996,465</b>
<b>Operating Expenses:</b>				
Accounting	1,925	1,925	1,925	5,775
Bank fees		1	1,032	1,033
Bookkeeping	5,240	5,240	5,240	15,720
Directors' fees	1,600	1,600	1,300	4,500
Payroll expenses	122	122	100	344
Dues and subscriptions	1,795	910	280	2,985
Road maintenance			29,800	29,800
Riprap engineering	4,273			4,273
Insurance-health			4,227	4,227
PERS Retirement			15,816	15,816
Insurance-liability	7,775	3,888	1,296	12,959
LAFCO budget allocation	659	659	1,319	2,637
Legal fees	37,447	53,615	26,150	117,212
Licenses and permits	15,600	3,884	300	19,784
Miscellaneous	36	2,561	3,993	6,590
Depreciation	43,263	43,473	6,756	93,492
Office expenses	409	458	91	958
Operations management	338,292	232,449	29,769	600,510
Professional fees	16,637	78,349	13,650	108,636
Emergency stand by		10,000		10,000
Repairs	33,116	29,741	6,989	69,846
Utilities	45,282	32,934	4,116	82,332
Website	4,767	4,767	4,766	14,300
Weed abatement			2,175	2,175
<b>Total operating expenses</b>	<b>558,238</b>	<b>506,576</b>	<b>161,090</b>	<b>1,225,904</b>
<b>Net operating income (loss)</b>	<b>(78,306)</b>	<b>(88,068)</b>	<b>(63,065)</b>	<b>(229,439)</b>
<b>Non-Operating Revenues (Expenses):</b>				
Property taxes			90,912	90,912
Interest expense		(12,123)		(12,123)
Interest income		4,732	2,740	7,472
<b>Total non-operating revenues (expenses)</b>		<b>(7,391)</b>	<b>93,652</b>	<b>86,261</b>
<b>Change in net position</b>	<b>\$ (78,306)</b>	<b>\$ (95,459)</b>	<b>\$ 30,587</b>	<b>\$ (143,178)</b>

**Business Action Item**

**5.B. DISCUSSION, REVIEW AND APPROVAL OF THE STILLWATER PICO CREEK INSTREAM FLOW MANAGEMENT PLAN INCLUDING DISCUSSION AND DIRECTION TO STAFF CONCERNING THE NEXT STEPS**





## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.B. DISCUSSION, REVIEW AND APPROVAL OF THE STILLWATER PICO CREEK INSTREAM FLOW MANAGEMENT PLAN, INCLUDING DISCUSSION AND DIRECTION TO STAFF CONCERNING THE NEXT STEPS.**

#### Summary:

At the November Board meeting, Stillwater presented the Pico Creek Instream Flow Management Plan. Stillwater heard questions from the Board and the community. Based on this feedback, the report was updated and the final is being presented tonight.

#### Recommendation:

Consideration of recommending approval of the study and submittal to the County as required in the North Coast Area Plan.

Enc: Instream Flow Management Plan

DECEMBER 2022

# Pico Creek Instream Flow Study



P R E P A R E D F O R

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

P R E P A R E D B Y

Stillwater Sciences  
895 Napa Avenue, Suite B-3  
Morro Bay, CA 93442

*and*

Cleath-Harris Geologists  
75 Zaca Lane, Suite 110  
San Luis Obispo, CA 93401

**For more information:**

Ken Jarrett, Stillwater Sciences, (805) 570-7499, [ken@stillwatersci.com](mailto:ken@stillwatersci.com)

Suggested citation:

Stillwater Sciences and Cleath-Harris Geologists. 2022. Pico Creek Instream Flow Study. Prepared by Stillwater Sciences, Morro Bay, California and Cleath-Harris Geologists, San Luis Obispo, California for San Simeon Community Services District, San Simeon, California.

Cover photo: Riffle habitat in Pico Creek at approximately 4 cfs in January 2022 (top left), pool with stage level monitoring equipment (top right), California red-legged frog observed in Pico Creek (bottom left), and riffle habitat in Pico Creek dry in April 2022 (bottom right).

# Table of Contents

<b>1</b>	<b>BACKGROUND</b>	<b>1</b>
<b>2</b>	<b>INTRODUCTION</b>	<b>3</b>
2.1	Special Status Species	4
2.1.1	Steelhead	4
2.1.2	Tidewater goby	6
2.1.3	California red-legged frog	7
2.2	District Pumping Operations	8
2.3	Goals and Objectives of Study	10
2.4	Study Area	10
<b>3</b>	<b>METHODS</b>	<b>11</b>
3.1	Technical Advisory Committee	11
3.2	Habitat Typing	11
3.3	Water Surface Level and Temperature Monitoring	14
3.4	Riffle Habitat Assessment	16
3.5	Dry and Intermittent Stream Segment Mapping	16
3.6	Lagoon Habitat	16
3.7	Surface Water/Groundwater Connectivity	17
<b>4</b>	<b>RESULTS</b>	<b>17</b>
4.1	Habitat Typing	17
4.2	Water Surface Level and Temperature	19
4.2.1	Stage discharge ratings	24
4.2.2	Water temperatures	25
4.3	Riffle Habitat Conditions	27
4.4	Wet and Dry Stream Channel Mapping	35
4.5	Surface Water/Groundwater Connectivity	38
4.5.1	Lagoon habitat	40
<b>5</b>	<b>RECOMMENDATIONS FOR INSTREAM FLOW MANAGMENT</b>	<b>43</b>
<b>6</b>	<b>REFERENCES</b>	<b>45</b>

**Tables**

Table 1. Habitat types to be used in mapping for the Pico Creek instream flow study. .... 13  
Table 2. Stream flow measurements in Pico Creek downstream of the Pico Creek Road bridge. .... 24  
Table 3. Results of Pico Creek riffle habitat assessment for BMI production and juvenile steelhead passage conditions observed during surveys conducted between January 14 through April 28, 2022. .... 28

**Figures**

Figure 1. Study Area. .... 2  
Figure 2. Hypothetical hydrograph showing seasonal flow variation within Pico Creek along with typical district pumping production volumes, and life history timing of steelhead. .... 4  
Figure 3. Monthly average groundwater well production and average well depth from District wells during 2017 through 2021. .... 8  
Figure 4. Cross section of Pico Creek groundwater basin and District pumps from Cleath-Harris. .... 9  
Figure 5. Three-tiered habitat mapping classification system adapted from Hawkins et al. and McCain et al. .... 12  
Figure 6. Study Area showing pressure transducer locations and pump test stream flow monitoring locations. .... 15  
Figure 7. Relative frequency of habitat types in the Study Reach. .... 18  
Figure 8. Dominant substrate by habitat type in the Study Reach. .... 18  
Figure 9. Average percent of fish cover within the Study Area. .... 19  
Figure 10. Pool depths in Pico Creek with depth thresholds for CRLF breeding and juvenile steelhead rearing. .... 20  
Figure 11. Looking upstream at pool where PT1 was installed on: March 30, May 9, June 13, and July 12, 2022. .... 21  
Figure 12. Looking upstream at pool where PT2 was installed on: March 30, April 15, May 9, and June 13, 2022. .... 22  
Figure 13. Looking upstream at pool where PT3 was installed on: March 30, April 15, May 9, and June 13, 2022. .... 23  
Figure 14. Estimated stream flow in Pico Creek based on stage discharge rating curve for PT1. .... 24  
Figure 15. Pool depth and water temperature monitored at PT1. .... 25  
Figure 16. Pool depth and water temperature monitored at PT2. .... 26  
Figure 17. Pool depths and water temperature monitored at PT3. .... 26  
Figure 18. Riffle habitat at PPT1* showing suitable BMI habitat and juvenile steelhead passage at 4.10 cfs and 1.56 cfs, BMI habitat but no juvenile steelhead passage at 0.86 cfs, and no BMI habitat or juvenile steelhead passage at 0.11 cfs. .... 29  
Figure 19. Riffle habitat at PPT1 showing suitable BMI habitat and juvenile steelhead passage at 0.86 cfs, BMI habitat but no juvenile steelhead passage at 0.35 cfs and 0.11 cfs, and no BMI habitat or juvenile steelhead passage at 0.05 cfs. .... 30  
Figure 20. Riffle habitat at PPT2 showing suitable BMI habitat and juvenile steelhead passage at 1.56 cfs and 0.86 cfs, BMI habitat but no juvenile steelhead passage at 0.35 cfs, and no BMI habitat or juvenile steelhead passage at 0.14 cfs. .... 31  
Figure 21. Riffle habitat at PPT6 showing suitable BMI habitat and juvenile steelhead passage at 4.10 cfs, BMI habitat but no juvenile steelhead passage at 1.56 cfs and 0.86 cfs, and no surface flow when flows measured downstream were 0.35 cfs of less. .... 32

Figure 22. Riffle habitat at PPT8 showing suitable BMI habitat and juvenile steelhead passage at 1.56 cfs and 0.86 cfs, BMI habitat but no juvenile steelhead passage at 0.35 cfs and no surface flow when flows measured downstream were 0.14 cfs..... 33

Figure 23. Riffle habitat at PPT9 showing suitable BMI habitat but no juvenile steelhead passage at 0.86 cfs, 0.35 cfs, and 0.14 cfs, and no surface flow when flows measured downstream were 0.05..... 34

Figure 24. Pico Creek dry segment locations observed during surveys conducted during March through June 2022. .... 36

Figure 25. Pico Creek longitudinal elevation profile showing extent of intermittent stream flows in relation to groundwater wells along the Study Reach..... 37

Figure 26. Pico Creek stream flow and PT1 sensor depths during April 16, 2022 pump test at District Well #1. Pumping volume on April 16, 2022 was 90,284 gallons, which is equivalent to a rate of 0.42 cfs..... 39

Figure 27. Pico Creek stream flow and PT1 sensor depths during April 23, 2022 pump test at District Well #2. Pumping volume on April 23, 2022 was 108,834 gallons, which is equivalent to a rate of 0.45 cfs..... 39

Figure 28. Pico Creek pressure transducer depths and daily well production during April 2022. .... 40

Figure 29. Upstream end of Pico Lagoon on March 30, April 15, April 28, and July 12, 2022..... 41

Figure 30. Pico Creek Lagoon sensor depths during April 16, 2022 pump test at District Well #1..... 42

Figure 31. Pico Creek Lagoon sensor depths during April 23, 2022 pump test at District Well #2..... 42

# 1 BACKGROUND

The San Simeon Community Services District (District) conducted an Instream Flow Management Study in Pico Creek to assess the relationship between the District's groundwater pumping operations and sensitive aquatic habitat in Pico Creek. Results from this study will be included in an Addendum to the existing District Master Plan (Phoenix 2018), based on the requirements of Urban Water Management Plans.

Operation of the District's groundwater wells may affect the distribution and/or behavior of sensitive aquatic species in stream sections where streamflow is affected by groundwater pumping and groundwater infiltration. Sensitive species that occur in Pico Creek include federally threatened south-central California coast steelhead (anadromous *Oncorhynchus mykiss*), tidewater goby (*Eucyclogobius newberryi*), and California red-legged frog (*Rana draytoni*) (National Marine Fisheries Service [NMFS] 2013, Rathburn et al. 1993).

The Pico Creek watershed drains a 15-square-mile area of the southern Coast Range in San Luis Obispo County. Originating from the flanks of the Santa Lucia Mountains, Pico Creek transitions from mountainous headwater terrain (maximum elevation approximately 3,400 feet [ft] above mean sea level) to lower gradient valley depositional areas before draining to the Pacific Ocean approximately 4 miles north of the town of Cambria. Pico Creek is divided into two subbasins with their headwaters in the Santa Lucia Mountains: North Fork Pico Creek and South Fork Pico Creek (Figure 1).

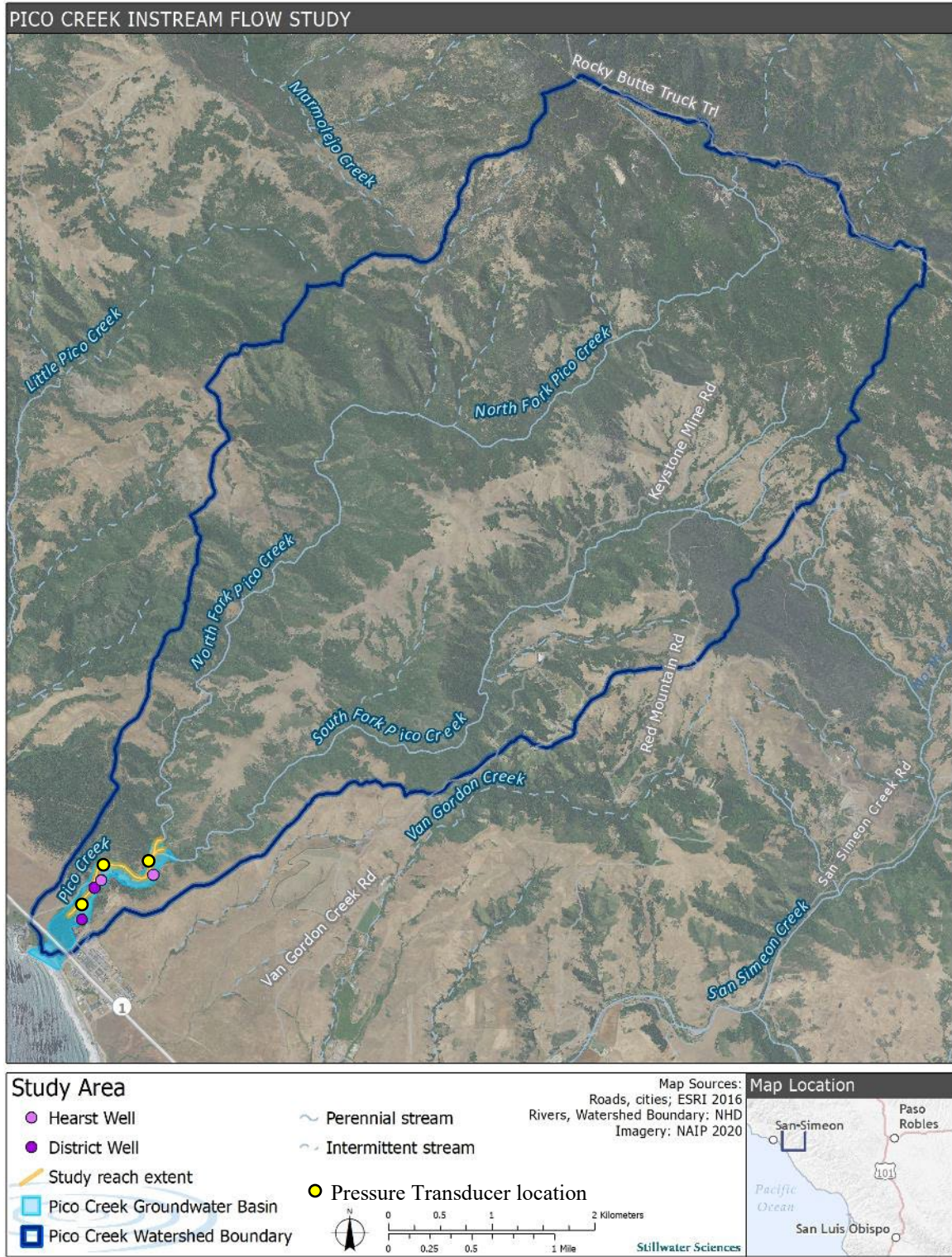


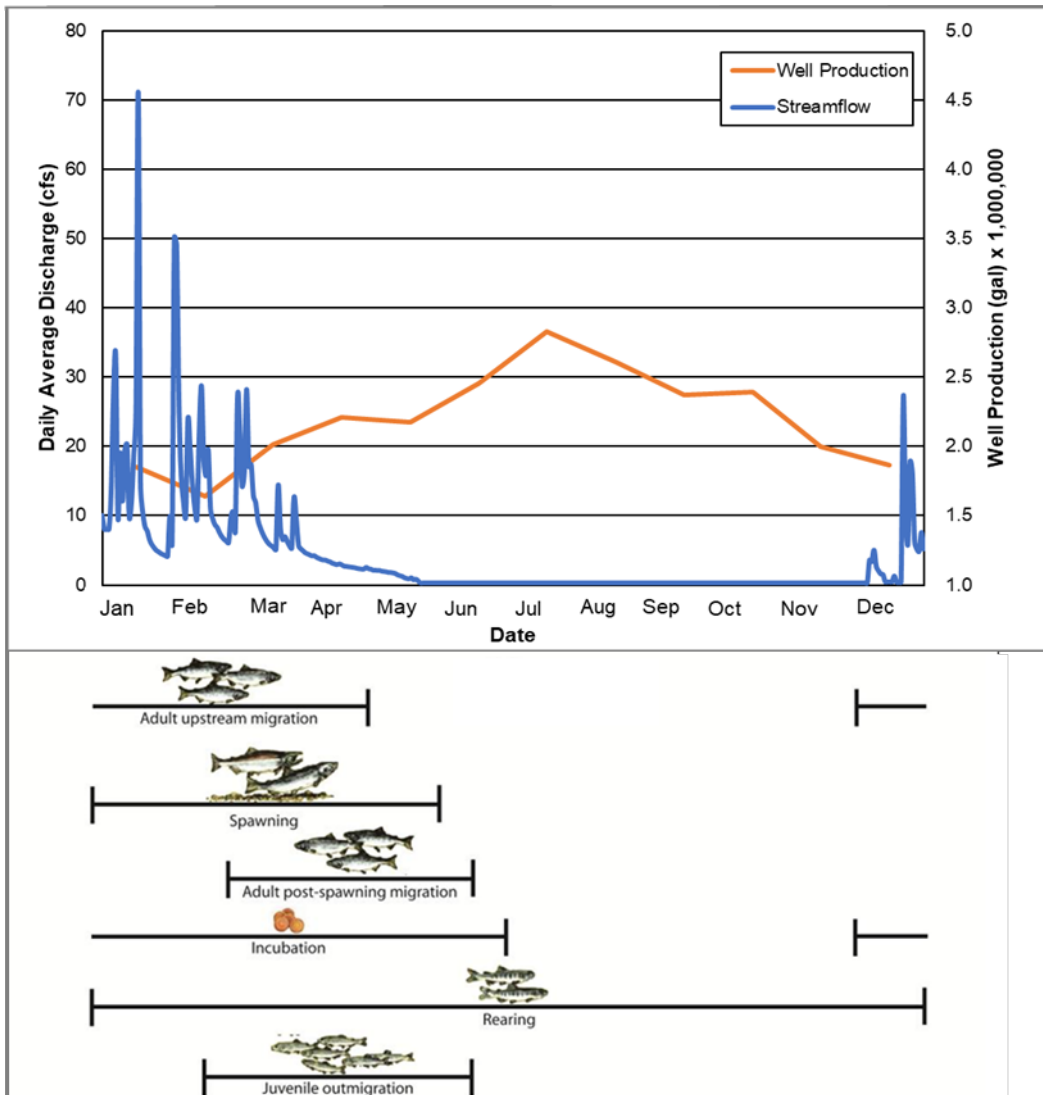
Figure 1. Study Area.



## 2 INTRODUCTION

Similar to other Coast Range watersheds, Pico Creek naturally exhibits seasonal surface flow and extensive intermittent reaches due to highly variable patterns of precipitation and the complex geology of the region (NMFS 2013). The highest flows in Pico Creek generally occur during the winter in response to high-intensity rainfall when stream flows typically increase, peak, and subside rapidly. This hydrologic attribute is characteristic of a “flashy” hydrograph, whereby a rapid increase in discharge occurs over a relatively short time period with a quickly developed peak discharge in relation to normal baseflow. During the summer, extensive portions of Lower Pico Creek and North Fork Pico Creek frequently go dry, as would have occurred under natural conditions (NMFS 2013).

There are many functions of instream flows throughout the year, including sufficient flow to support important fish development stages, suitable water quality conditions in the lagoon, and essential geomorphic processes. Figure 2 shows the timing of important development stages for steelhead along with the seasonal flow pattern for Pico Creek and the monthly average District production volumes. Descriptions of special status aquatic species found in Pico Creek are provided below.



**Figure 2.** Hypothetical hydrograph showing seasonal flow variation within Pico Creek along with typical district pumping production volumes, and life history timing of steelhead (Shapovalov and Taft 1954).

## 2.1 Special Status Species

Special status aquatic species that occur in Pico Creek include two federally listed fish species including steelhead and tidewater goby, and one federally listed amphibian, California red-legged frog (CRLF).

### 2.1.1 Steelhead

Steelhead found in the Pico Creek watershed belong to the South-Central California Coast Distinct Population Segment (DPS), which includes steelhead populations that inhabit coastal stream networks from the Pajaro River (San Benito County) south to, but not including, the Santa Maria River (NMFS 2013). Within this DPS, the population of steelhead in the Pico Creek

watershed has been identified as a Core 2 population, which means they have: (1) a high priority for recovery actions, (2) a known ability or potential to support viable populations, and (3) the capacity to respond to recovery actions. Although Core 2 populations are generally smaller and may have less diverse and complex threats than Core 1 populations, both Core 1 and Core 2 populations are the principal focus of NMFS recovery actions for the DPS (NMFS 2013). NMFS (2013) lists Pico Creek as one of the “best preserved and protected” streams in the region. The only threat rated as “high” for Pico Creek is the frequent channel drying within the mainstem and North Fork Pico Creek, which NMFS reports is natural but can be exacerbated by groundwater extraction and surface water diversions (NMFS 2013).

Steelhead is the anadromous form of *O. mykiss*, in which juveniles rear in freshwater rivers and creeks, migrate to the ocean to mature to adults, and return to freshwater rivers and creeks to spawn. Adult steelhead generally leave the ocean to return to their natal streams from December through March and spawn in late winter or spring (Figure 2) (Meehan and Bjornn 1991, Behnke 1992). Female steelhead construct redds in suitable gravels (0.39–1.18 inches in diameter [Moyle 2002]), often in pool tailouts and heads of riffles, or in isolated patches in cobble-bedded streams. Steelhead eggs incubate in the redds for 3–14 weeks, depending on water temperatures (Shapovalov and Taft 1954, Barnhart 1991). After hatching, young steelhead remain in the gravel for an additional two–five weeks while absorbing their yolk sacs, and then emerge in spring or early summer as fry (Figure 2) (Barnhart 1991).

After emergence, steelhead fry utilize shallow, low-velocity habitats, typically found along stream margins and in low-gradient riffles (Hartman 1965, Fontaine 1988). As fry grow and improve their swimming abilities in late summer and fall, they increasingly show a preference for higher water velocity and deeper mid-channel areas near the thalweg (the deepest part of the channel) in locations with cover (Hartman 1965, Everest and Chapman 1972, Fontaine 1988). Locations with high water velocity and cover likely provide juvenile steelhead resting locations while they watch for drifting invertebrates being carried by flow. Aquatic invertebrates comprise a key item in the diet of juvenile steelhead.

Juvenile steelhead typically rear in freshwater for two to three years before outmigrating to the ocean as smolts (NMFS 2013). The duration of time juveniles spend in freshwater appears to be related to growth rate, with larger, faster-growing members of a cohort smolting earlier (Peven et al. 1994). Steelhead in areas with warm water temperatures, where feeding and growth are possible throughout the winter, may require a shorter period in freshwater before smolting, while steelhead in colder, more northern, and inland streams may require three or four years before smolting (Roelofs 1983). Juvenile steelhead outmigration typically occurs from March through June (Figure 2). Monitoring efforts in San Luis Obispo Creek documented the majority of juvenile steelhead outmigration from March through May, along with a smaller secondary migration occurring during the fall (Spina et al. 2005).

Habitat requirements for different age classes of juvenile steelhead are relatively similar, except that as fish grow, they require more space for foraging and cover. Age 0+ steelhead use shallow-water and low-velocity habitats, such as stream margins and low-gradient riffles to meet their energetic demands and to escape predators (Hartman 1965, Moyle 2002). Older juvenile steelhead (age 1+/2+), because of their larger size, have higher energetic demands and require deeper, more complex pools, and large rocky substrate or in-channel wood for cover while feeding (Hartman 1965, Fontaine 1988, Spina 2003).

Nearly all elements of juvenile steelhead rearing habitat are strongly influenced by instream flows, which affect rearing habitat area, the depth and volume of pools, connectivity between

habitat types, water velocity, and water temperatures. Streamflow also dictates the quantity of drifting invertebrates that reach feeding steelhead (Harvey et al. 2006), with higher summer flows allowing steelhead to better maintain feeding rates during periods of higher water temperatures when metabolic demands are greater (Krug et al. 2012). During periods of low flows and high air temperatures that can occur from the late spring through early fall, water temperature and food availability are critical environmental factors for rearing juvenile steelhead. In general, temperatures less than 20°C are considered suitable for rearing steelhead (Hayes et al. 2008); however, in locations near their southern extent, steelhead have been reported to have optimal performance at temperatures over 24°C (Verhille et al. 2016). In streams along the central California coast, deep pool habitat (>1.5 ft) with sufficient instream cover likely provides critical over-summer refuge habitat for juvenile steelhead in intermittent streams (Spina 2003).

In some central California coast watershed, seasonal lagoons have also been shown to provide a critical role in supporting steelhead populations by providing important juvenile steelhead rearing habitat. Juvenile steelhead that rear in lagoon habitat over the summer have been shown to have rapid growth rates compared to growth in upstream locations (Hayes et al. 2008). Larger steelhead that reared in seasonal lagoon habitat in Scott Creek (Santa Cruz County), for example, were found to account for over 80% of the returning adult population (Bond et al. 2008). In some cases, lagoons have the potential to contribute to the majority of steelhead smolt produced in small coastal watersheds (Smith 1990).

During studies conducted in Pico Creek, downstream of Pico Creek Road, during 1992–1993 Rathburn et al. (1993) reported observations of juvenile steelhead during the spring throughout Pico Creek and in the lagoon. By late June, juvenile steelhead were primarily found in isolated pools and the lagoon. In July, the channel was dry upstream of the District wells (Rathburn et al. 1993).

### **2.1.2 Tidewater goby**

Tidewater goby are federally listed as endangered and designated as a species of special concern by the State of California. They are endemic to the California coast, mainly in small lagoons and near stream mouths in the uppermost brackish portion of larger bays (Moyle 2002, USFWS 2005). Tidewater goby have been observed in high abundance in Pico Creek lagoon; however, critical habitat for tidewater goby is not designated in the watershed. Critical habitat is designated nearby in Little Pico Creek to the north and in San Simeon Creek to the south (USFWS 2013).

Tidewater goby are small fish that are adapted to estuarine/lagoon environments. The species is considered short-lived (generally for one year), highly fecund (females produce 300–500 eggs per batch and spawn multiple times per year) and disperse infrequently via marine habitat but have no dependency on marine habitat for their life cycle (Swift et al. 1989, Lafferty et al. 1999). Reproduction is generally associated with the closure and filling of the estuary (late spring to fall), typically beginning in late April or May and continuing into the fall, although the greatest numbers of fish are usually produced in the first half of this time period. Breeding occurs in slack shallow waters of seasonally disconnected or tidally muted lagoons, estuaries, and sloughs. Males dig burrows vertically into sand 4 to 8 inches deep and defend the burrows until hatching (SCR Project Steering Committee 1996). Their diet consists mainly of small animals, usually mysid shrimp (*Mysidopsis bahia*), gamarid amphipods (*Gammarus roeseli*), and aquatic insects, particularly chironomid midge (Diptera: Chironomidae) larvae (Swift et al. 1989, Swenson 1997, Moyle 2002). Tidewater goby have been documented in high numbers in Pico Creek Lagoon and the lower few hundred meters of stream when surface flows are present (Rathburn et al. 1993).

The USFWS (2013) states that habitat characteristics required to sustain the tidewater goby's life history processes include:

Persistent, shallow (in the range of approximately 0.3 to 6.6 ft), still-to-slow-moving lagoons, estuaries, and coastal streams with salinity up to 12 ppt, which provide adequate space for normal behavior and individual and population growth that contain one or more of the following: (a) Substrates (e.g., sand, silt, mud) suitable for the construction of burrows for reproduction; (b) Submerged and emergent aquatic vegetation, such as pondweed (*Potamogeton pectinatus*), widgeongrass (*Ruppia maritima*), bulrush (*Typha latifolia*), and sedges (*Scirpus* spp.), that provides protection from predators and high flow events; or (c) Presence of a sandbar(s) across the mouth of a lagoon or estuary during the late spring, summer, and fall that closes or partially closes the lagoon or estuary, thereby providing relatively stable water levels and salinity.

### 2.1.3 California red-legged frog

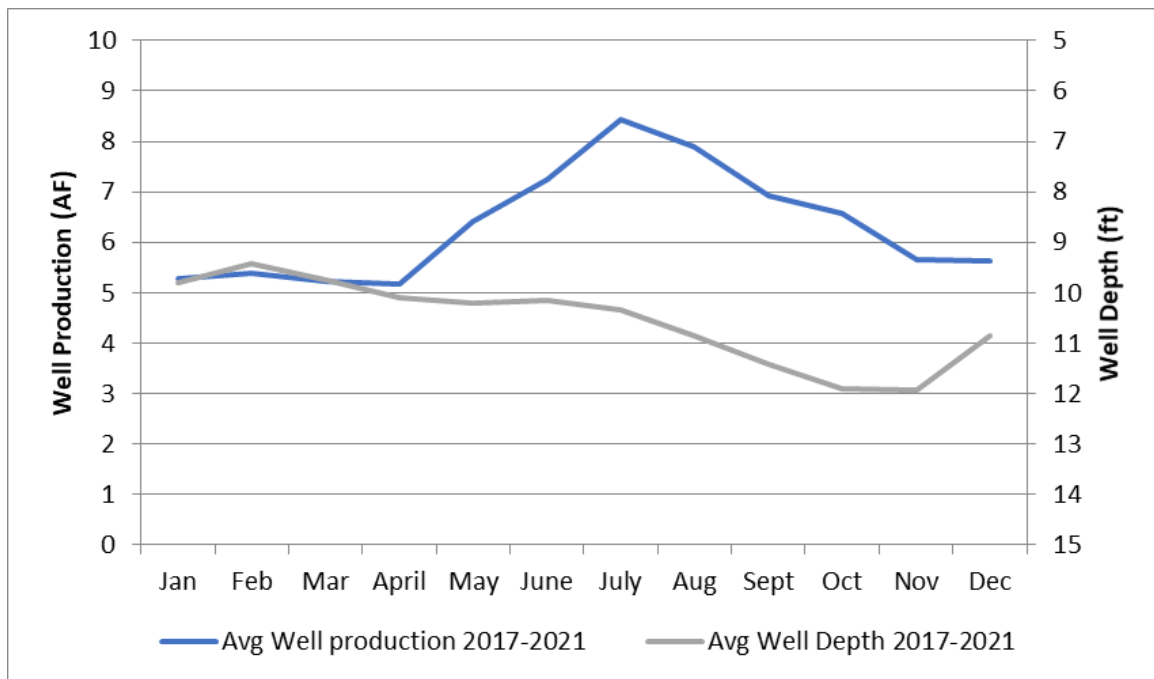
California red-legged frog (CRLF) are federally listed as threatened and are a California Department of Fish and Wildlife (CDFW) Species of Special Concern. The species' range occurs from south of Elk Creek in Mendocino County to Baja California, with isolated remnant populations occurring in the Sierra foothills, from sea level to approximately 8,000 ft (Stebbins 1985, Shaffer et al. 2004). Most CRLF populations are currently largely restricted to coastal drainages on the central coast of California. Critical habitat for CRLF is excluded from Pico Creek under a conservation easement (USFWS 2010).

CRLF habitat includes wetlands, wet meadows, ponds, lakes, and low-gradient, slow-moving stream habitat. Breeding generally occurs from December through April in aquatic habitats characterized by still or slow-moving water with deep pools (usually 1.6 ft deep or greater) and emergent and overhanging vegetation (Jennings and Hayes 1994). CRLF egg masses contain between 2,000 and 5,000 eggs (USFWS 2002). Breeding sites can be ephemeral or permanent; if ephemeral, inundation is usually necessary into the summer months (through July or August) for successful metamorphosis. However, locations that dry out after successful metamorphosis occurs can be beneficial to CRLF because it helps prevent invasive predators such as bullfrogs (*Lithobates catesbeianus*) from becoming established (USFWS 2010). Eggs require approximately 20-22 days to develop into tadpoles, and tadpoles require 11 to 20 weeks to develop into juveniles capable of surviving in upland habitats (Bobzien et. al. 2000; Storer 1925; Wright and Wright 1949, as cited in USFWS 2002). CRLF eggs and tadpoles require daily average water temperatures <23°C (73.4°F) (USFWS 2002).

Although some adults may remain resident year-round at favorable breeding sites, others may disperse overland up to one mile or more (Fellers and Kleeman 2007). Movements may be along riparian corridors, but many individuals move directly from one site to another without apparent regard for topography or watershed corridors (Bulger et al. 2003). CRLF sometimes enter a dormant state during summer or in dry weather (aestivation), finding cover in small mammal burrows, moist leaf litter, root wads, or cracks in the soil. However, CRLF frogs in coastal areas are typically active year-round because temperatures are generally moderate (USFWS 2002, Bulger et al. 2003).

## 2.2 District Pumping Operations

The District provides water services to the unincorporated town of San Simeon through the operation of two groundwater wells located along lower Pico Creek, with a third well located on the Hearst Pico Creek Ranch that provides additional capacity during emergency drought conditions (Figure 1) (Cleath-Harris Geologists 2014). The Hearst Corporation also operates two wells along lower Pico Creek as part of the Hearst Pico Creek Stables, which provide irrigation and water to livestock at an average of 10-acre feet per year (AFY). The District has a water rights license issued by the California State Water Resources Control Board to extract up to 140-AFY from the Pico Creek Valley groundwater basin; however, average annual production averages between 70- and 80-AFY. Groundwater extraction typically increases during the spring and peaks during the summer due to the influx of tourists to the community of San Simeon during this time (Figure 3).



**Figure 3.** Monthly average groundwater well production and average well depth from District wells during 2017 through 2021.

Average monthly groundwater extraction ranges from 5.28 AF during the winter up to 8.44 AF a month during the summer (based on data collected between 2017–2021) (Figure 3), which is equivalent to daily average rates of 0.09 cfs and 0.14 cfs, respectively. Both wells are equipped with pumps that produce about 325 gallons per minute (0.72 cfs). However, water rights for the District limit groundwater extraction rates to a maximum daily average rate of 0.27 cfs.

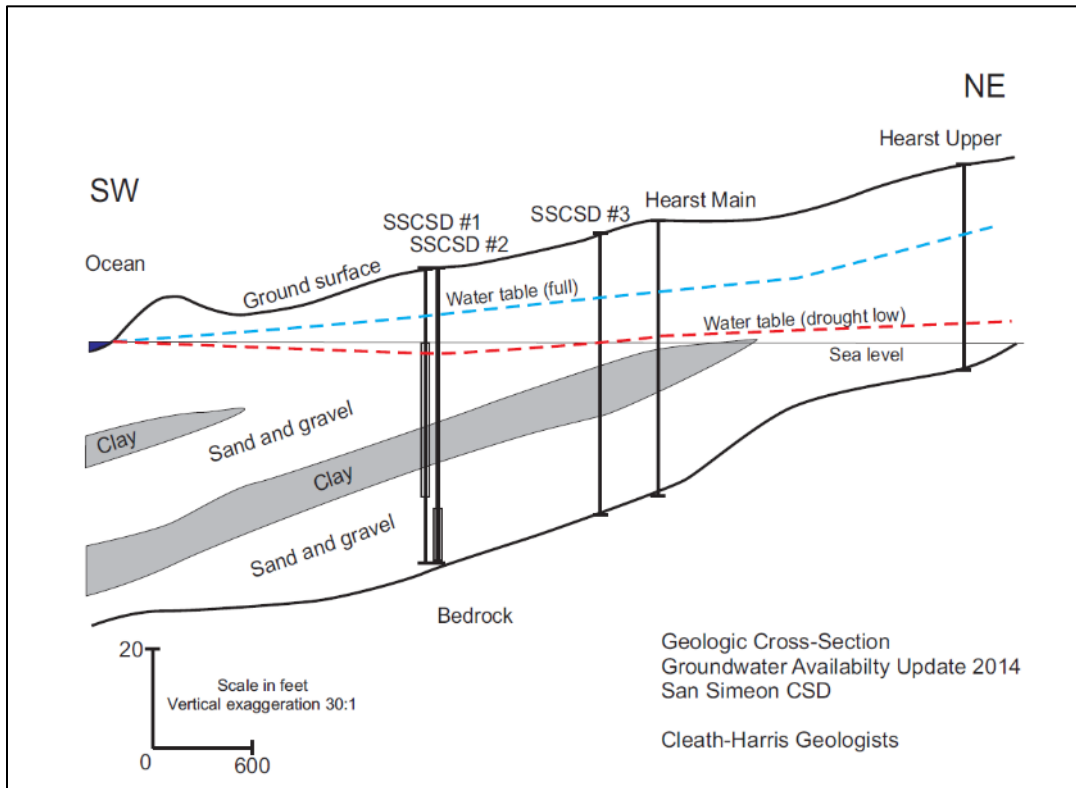
Groundwater levels within the Pico Creek Valley groundwater basin generally become saturated after the first rain event in the winter (Cleath-Harris Geologists 2014) and begin to decrease in early spring until groundwater levels reach a minimum elevation during the fall months (Figure 3). The groundwater basin has been defined in earlier investigations. A map prepared of the alluvial deposits (1986 and updated in 2014) show that the alluvium beneath the stream channel adjacent to the District wells is shallower than where the wells are located. The base of the basin

sediments also rises upstream, with the bedrock contact above mean sea level upstream of the Hearst Upper Well (Figure 4).

A previous pumping test (performed February 17, 2006) demonstrated that there is drawdown in the shallower well when the deeper well is pumped. However, the test did not show a flattening of the groundwater level indicating a recharge boundary, such as when a stream inflow boundary is encountered. The flow in the creek was not monitored during the previous test.

Well #1 produces water from aquifers at depths of 15–47 ft. Well #2 produces water from the deepest sand and gravel beds in the basin from depths of 50–60 ft. There is a clayey bed (aquitard) in the groundwater basin beneath the District's wells at depths from approximately 26 to 36 ft below ground. Where present, the aquitard inhibits downward groundwater movement from the shallower sand and gravels to the deeper sand and gravel layers. However, there are areas in the basin where sand and gravels extend from the surface to bedrock and no aquitard is present (e.g., near the Hearst Upper well) (Figure 4).

Test hole logs indicate that the main aquitard is not fully extensive over the basin. Therefore, the semi-confined deeper aquifer can be indirectly recharged from stream flow in the adjacent stream channel, as well as directly recharged from Pico Creek upstream of the Hearst Main Well (Figure 4).



**Figure 4.** Cross section of Pico Creek groundwater basin and District pumps from Cleath-Harris (2014).

District pumping operations are expected to have the greatest potential influence on aquatic habitat when surface flows are low. With a maximum daily average groundwater pumping rate of 0.27 cfs, District pumping operations are not expected to influence habitat conditions during precipitation driven events when high migratory flows for steelhead likely occur. District pumping operations are also not expected to influence habitat conditions in lower Pico Creek during the summer months when the stream channel is dry, which is expected to occur frequently even under natural conditions (NMFS 2013). However, District pumping operations may potentially influence habitat conditions during relatively low flows (<5 cfs) that occur after the rainy season. During the spring, as surface flows are declining from 3 cfs to 1 cfs, and eventually drying up completely, critical life stages of sensitive aquatic species may be using lower Pico Creek. Juvenile steelhead are potentially rearing within the lower watershed or migrating as smolts downstream to the lagoon and ocean before the stream dries up (as described in Section 2.1.1). CRLF are potentially using this area to develop from eggs and tadpoles prior to metamorphosis into juveniles capable of surviving out of water (as described in Section 2.1.3). This spring period is therefore the most critical for understanding the potential for District pumping operations to influence surface flows and conditions for sensitive aquatic species.

### **2.3 Goals and Objectives of Study**

The goal of the instream flow study is to inform District Master Plan as it relates to sensitive aquatic species that occur in lower Pico Creek. The study objective is to evaluate the relationship between aquatic habitat for sensitive species and District pumping operations in lower Pico Creek.

Results from this study will be used to (1) assess how District pumping operations might affect the biological needs of steelhead, CRLF, and tidewater goby in lower Pico Creek, (2) evaluate District pumping operations to identify constraints and opportunities to contribute towards meeting the biological needs of special status aquatic species in lower Pico Creek, and (3) develop operational and long-term monitoring recommendations to ensure District pumping operations in the Pico Creek watershed minimize any potential impacts to special status aquatic species due to alterations in surface flows from groundwater pumping.

### **2.4 Study Area**

The Study Area included lower Pico Creek where it flows over the Pico Creek Valley groundwater basin and where District pumps are located. A single Study Reach was established on Pico Creek within the Study Area and focused on the area most likely to be influenced by the District's groundwater pumping. The Study Reach began at the upstream end of the lagoon and extended 0.83 miles upstream to the confluence of the North and South Fork Pico Creek, overlapping with the Pico Creek Valley groundwater basin (Figure 1).

Stream flow data is limited for Pico Creek; however, surface flows within the Study Reach generally sustain steady baseflows during the winter months after the groundwater basin recharges following the first significant rain event. Flows begin to recede after the rainy season as the groundwater level recedes, typically during late spring (Figure 2). By early summer, surface flows typically cease and the channel remains dry through the fall until the groundwater basin refills.

The section of Pico Creek within the Study Area likely serves as a migratory corridor for steelhead, with adult spawning and juvenile rearing limited to the upper watershed where year-



round flows are found. Modeling by Boughton and Goslin (2006) suggests similar historic use of Pico Creek by steelhead based on high potential over-summer habitat for juvenile steelhead predicted in the North Fork and South Fork of Pico Creek and “low potential” within Pico Creek downstream of the confluence (which was the researchers’ lowest designation of habitat quality and assigned to intermittent reaches).

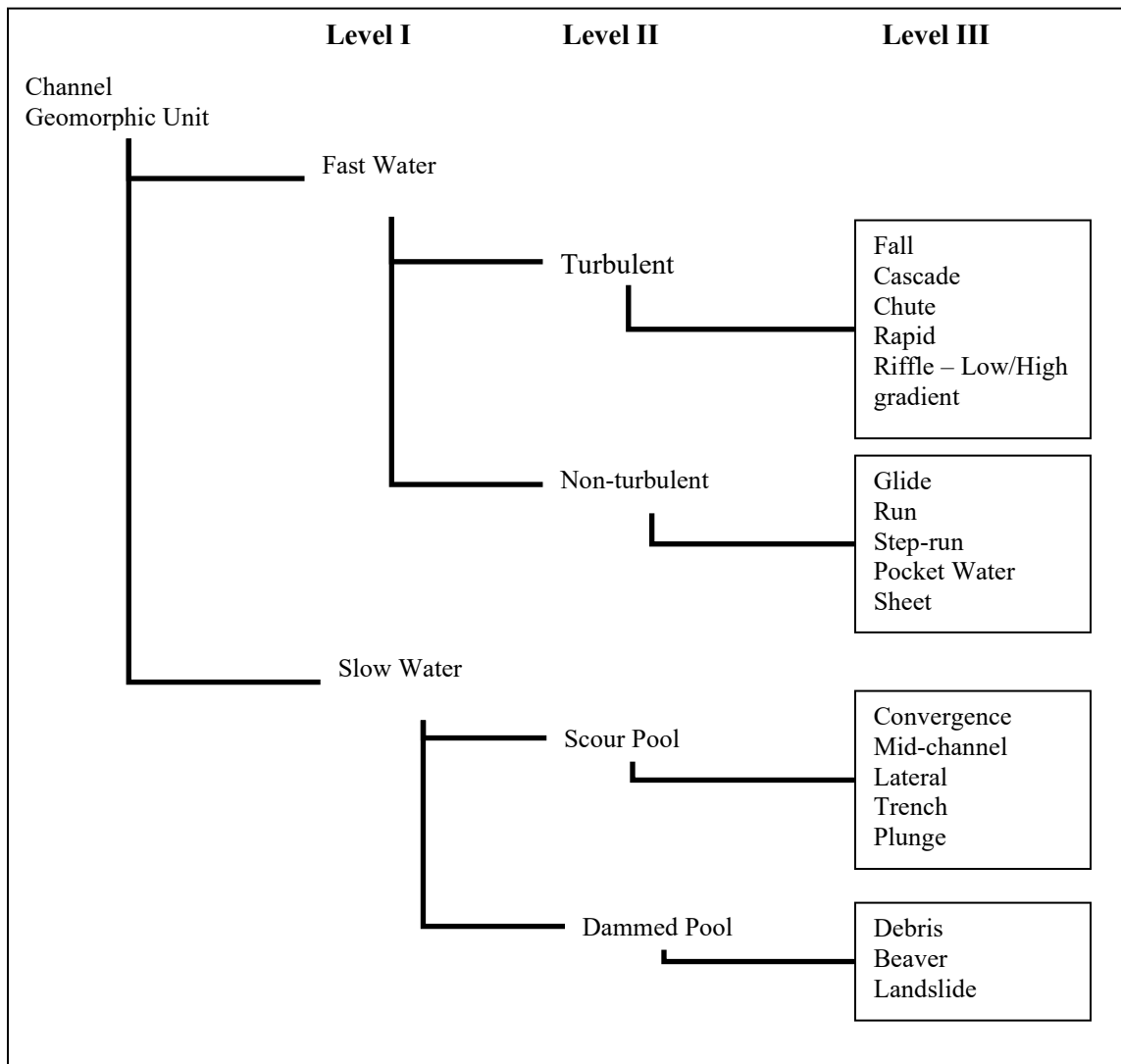
## **3 METHODS**

### **3.1 Technical Advisory Committee**

This project engaged stakeholders through the creation of a Technical Advisory Committee (TAC). The TAC includes individuals from CDFW. The TAC met regularly to assist and advise the project team in the instream flow assessment activities described in Section 3.2 through Section 3.7. The methods described here reflect input from the TAC received on March 3, 2022 and October 5, 2022.

### **3.2 Habitat Typing**

Surveys to characterize physical habitat conditions within the Study Reach were conducted at the beginning of the study. Habitat mapping was conducted when flows were near winter baseflow conditions to facilitate the evaluation of habitat composition while distinct habitat unit breaks were expected to be most apparent. Habitat mapping was conducted following methods developed by Hawkins et al. (1993), McCain et al. (1990), and Flosi et al. (2010), which uses a three-tiered habitat mapping classification system to assist in the identification of individual habitat units in the field. Level III categories are adopted from McCain et al. (1990). Figure 5 shows the relationship among the three levels.



**Figure 5.** Three-tiered habitat mapping classification system adapted from Hawkins et al. (1993) and McCain et al. (1990).

The Study Reach was divided into individual habitat units that were designated a habitat type (e.g., riffle, run, pool) using the habitat types described in Table 1. Each habitat unit was separately identified where the unit length was at least equal to one to two times the active channel width (McCain et al. 1990, Flosi et al. 2010), or if the unit was otherwise distinctive. The team recorded the length of each habitat unit using a hip chain, which was referenced back to a known starting point or landmark. The mapping was contiguous, with each habitat unit abutted to the next unit. Each distinct habitat unit was numbered consecutively in an upstream direction, beginning at the downstream end of Study Reach. Habitat types used for reach characterization are listed in Table 1. Data from the habitat mapping were used to characterize the Study Reach and establish appropriate study sites.

**Table 1.** Habitat types to be used in mapping for the Pico Creek instream flow study (Adapted from McCain et al. 1990, Armantrout 1998, Payne 1992, McMahon et al. 1996, and Hawkins et al. 1993).

<b>I. Fast Water:</b>	<b>Riffles, rapid, shallow stream sections with steep water surface gradient.</b>
<b>A. Turbulent:</b>	<b>Channel units having swift current, high channel roughness (large substrate), steep gradient, and non-laminar flow and characterized by surface turbulence.</b>
1. Fall:	Steep vertical drop in water surface elevation. Generally not modelable.
2. Cascade:	Series of alternating small falls and shallow pools; substrate usually bedrock and boulders. Gradient high (more than 4%). Generally not modelable.
3. Chute:	Narrow, confined channel with rapid, relatively unobstructed flow and bedrock substrate.
4. Rapid:	Deeper stream section with considerable surface agitation and swift current; large boulder and standing waves often present. Generally not modelable.
5. Riffles:	Shallow, lower-gradient channel units with moderate current velocity and some partially exposed substrate (usually cobble). <ul style="list-style-type: none"> <li>• Low gradient—Shallow with swift flowing, turbulent water. Partially exposed substrate dominated by cobble. Gradient moderate (less than 4%).</li> <li>• High gradient—Moderately deep with swift flowing, turbulent water. Partially exposed substrate dominated by boulder. Gradient steep (greater than 4%). Generally not modelable.</li> </ul>
<b>B. Non-turbulent:</b>	<b>Channel units having low channel roughness, moderate gradient, laminar flow, and lack of surface turbulence.</b>
1. Sheet:	Shallow water flowing over smooth bedrock.
2. Run / Glide:	Shallow (glide) to deep (run) water flowing over a variety of different substrates.
3. Step Run	A sequence of runs separated by short riffle steps. Substrates are usually cobble and boulder dominated.
4. Pocket Water:	Swift flowing water with large boulder or bedrock obstructions creating eddies, small backwater, or scour holes. Gradient low to moderate.
<b>II. Slow Water:</b>	<b>Pools; slow, deep stream sections with nearly flat-water surface gradient.</b>
<b>A. Scour Pool:</b>	<b>Formed by scouring action of current.</b>
1. Trench:	Formed by scouring of bedrock.
2. Mid-channel:	Formed by channel constriction or downstream hydraulic control.
3. Convergence	Formed where two stream channels meet.
4. Lateral:	Formed where flow is deflected by a partial channel obstruction (streambank, rootwad, log, or boulder).
5. Plunge:	Formed by water dropping vertically over channel obstruction.
<b>B. Dammed Pool:</b>	<b>Water impounded by channel blockage.</b>
1. Debris:	Formed by rootwads and logs.
2. Beaver:	Formed by beaver dam.
3. Landslide:	Formed by large boulders.
4. Backwater:	Formed by obstructions along banks (Recorded as a comment or note to mapping).
5. Abandoned Channel:	Formed along main channel, usually associated with gravel bars (Not part of the main active channel – Recorded as a comment or note to mapping).

The following information was gathered during the habitat typing survey:

- Habitat unit number,
- Habitat unit type,
- Habitat unit length,
- Average width,
- Maximum pool depth,
- Substrate composition (two most dominant substrate types),
- Fish cover type, and
- Suitable CRLF breeding habitat based on depth (>1.6 ft) and emergent or overhanging vegetation for egg deposition (Jennings and Hayes 1994).

All habitat data were entered into a Microsoft Excel spreadsheet and checked for quality control. Analytical tasks included a description of existing stream habitat and conditions including the frequency of pool, riffle, and run habitat. Habitat type composition was calculated using the individual unit lengths as well as the number of representative habitat units. The substrate composition for the streambed was presented along with the average stream width, average pool depths, and available fish cover. Physical habitat conditions were summarized based on percent habitat composition (e.g., riffle, run, pool) within the Study Reach.

### **3.3 Water Surface Level and Temperature Monitoring**

To assess habitat conditions for juvenile steelhead rearing, CRLF breeding, and CRLF over-summer rearing as surface flows recede, water depth and water temperature were monitored in three pool habitat locations within the upper, middle, and lower sections of the Study Reach. Hobo pressure transducers were placed within three deep pools ( $\geq 3$  ft), that provide rearing habitat for juvenile steelhead and CRLF breeding. A fourth pressure transducer was installed above the stream to compensate for changes in barometric pressure. Locations monitored with pressure transducers (PT's) are shown on Figure 2 and Figure 6 and include the following locations:

- **PT1** located near the District groundwater wells, upstream of the lagoon;
- **PT2** located approximately halfway between the lagoon and the confluence of North Fork Pico Creek and South Fork Pico Creek; and
- **PT3** located downstream of the confluence North Fork Pico Creek and South Fork Pico Creek at the upstream end of the Pico Creek groundwater basin.

Data were collected during the spring through early summer to assess habitat conditions prior to desiccation. Monthly site visits were conducted to download pressure transducer data and measure water surface levels. Photos were taken of each pool where pressure transducers were installed and of the adjacent riffles. When surface flows were present, discharge was measured within at least one location in the Study Reach. A stage discharge rating curve was fit to the pressure transducer data to estimate stream flow over the course of the study period. Pressure transducers recorded water stage level and water temperatures at 15-minute intervals.

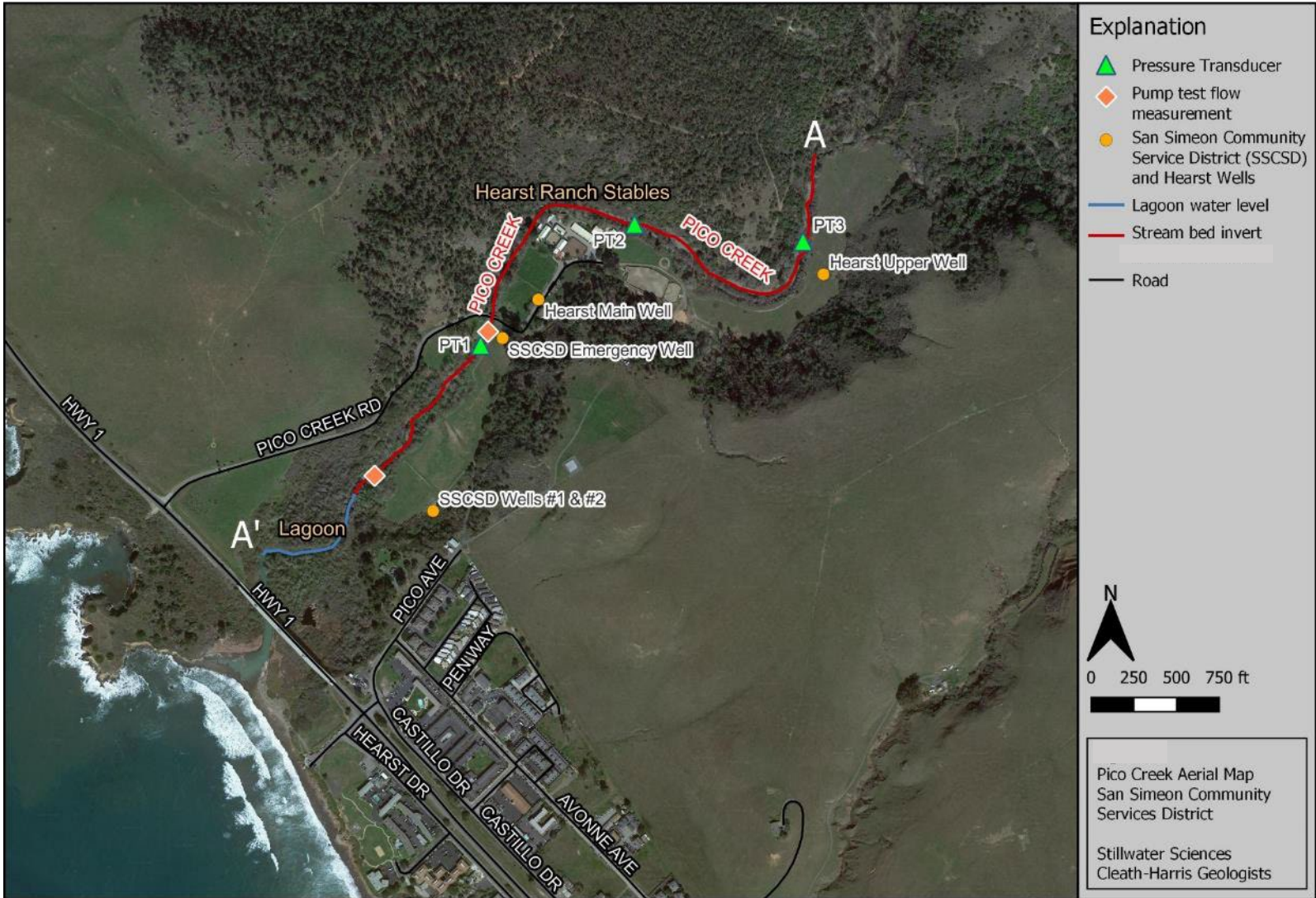


Figure 6. Study Area showing pressure transducer locations (PT1, PT2, and PT3) and pump test stream flow monitoring locations.

Water surface levels and water temperature data monitored using pressure transducers within pool habitats were evaluated to identify locations within the Study Reach where suitable habitat for steelhead and CRLF exists, and at which flows suitable habitat begins to diminish. Data collected from the water surface level and water temperature level monitoring effort were plotted against depth and temperature thresholds required to support suitable juvenile steelhead rearing and CRLF breeding habitat to assess what flows provide suitable habitat within pools. A stage discharge rating curve was fit to the pressure transducer data to estimate stream flows throughout the study period. Water elevation data from the pressure transducers were reviewed during the period when pump tests were conducted to assess changes in pool habitat that may be influenced by ground water pumping.

### **3.4 Riffle Habitat Assessment**

Benthic macroinvertebrate (BMI) production and juvenile steelhead passage conditions were assessed within riffle habitat during each survey. Photo points were established at a minimum of five riffle locations and photographed during each survey. Observations of suitable BMI production in riffles were noted during each survey to assess food production and invertebrate drift into the upstream end of pool habitat where juvenile steelhead are likely to feed. Suitable BMI production was determined in riffles based on estimated water velocity of  $\geq 1.0$  ft/second and inundation of median substrate particles ( $D_{50}$ ) per Orth and Maugham 1983, Gore et al. 2001, and Taylor et al. 2009. Fish passage conditions for juvenile steelhead were assessed by measuring water depths within each riffle where photo points occur. Water depths of 0.4 ft or greater within the thalweg of riffle crests were considered suitable for juvenile passage based on CDFW 2017. BMI production and juvenile steelhead passage conditions were referenced to discharge measurements collected during each site visit.

Observations from the riffle assessments were evaluated to understand the amount and distribution of suitable BMI habitat within the Study Reach and the stream flows required to support BMI production and juvenile steelhead passage. Photos collected from the riffle assessment were assessed to help characterize BMI habitat and juvenile steelhead passage conditions over a range of flows.

### **3.5 Dry and Intermittent Stream Segment Mapping**

To help understand where suitable habitat for steelhead and CRLF occurs as stream flow recedes, surface flow conditions within the Study Reach were monitored during each site visit. Surface flow conditions were monitored by mapping dry and intermittent stream sections during each site visit. GPS coordinates of the upstream and downstream extent of each dry section were recorded during each site visit to document when and where surface flow become intermittent as flows receded. Data from the dry and intermittent stream segment mapping were analyzed to describe the seasonal pattern of declining surface flows. Results were compared to the water surface level monitoring data collected within pool locations to assess the ability of isolated pools to retain water without input from surface flows.

### **3.6 Lagoon Habitat**

Pico Creek lagoon was monitored during the study to assess how aquatic habitat for sensitive species that use the lagoon may change as stream flow in Pico Creek recedes. Changes in lagoon size during the study were assessed by monitoring the upstream extent of the lagoon. The

upstream extent of the lagoon was recorded during each site visit using handheld GPS and representative photos of the upstream section of the lagoon were collected. A pressure transducer was installed within the lagoon as part of the Surface Water/Groundwater Connectivity assessment described below (Section 3.7).

Locations of the upstream end of the lagoon were mapped to show changes in lagoon extent over the course of the study. Habitat conditions within the Pico Creek lagoon were assessed based on changes in the lagoon extent during the study period and changes in lagoon stage levels during the pumping tests. Pressure transducer data from the lagoon were assessed for elevation changes during the study period with and during the pumping tests to evaluate the potential influence from District pumping operations on lagoon habitat.

### **3.7 Surface Water/Groundwater Connectivity**

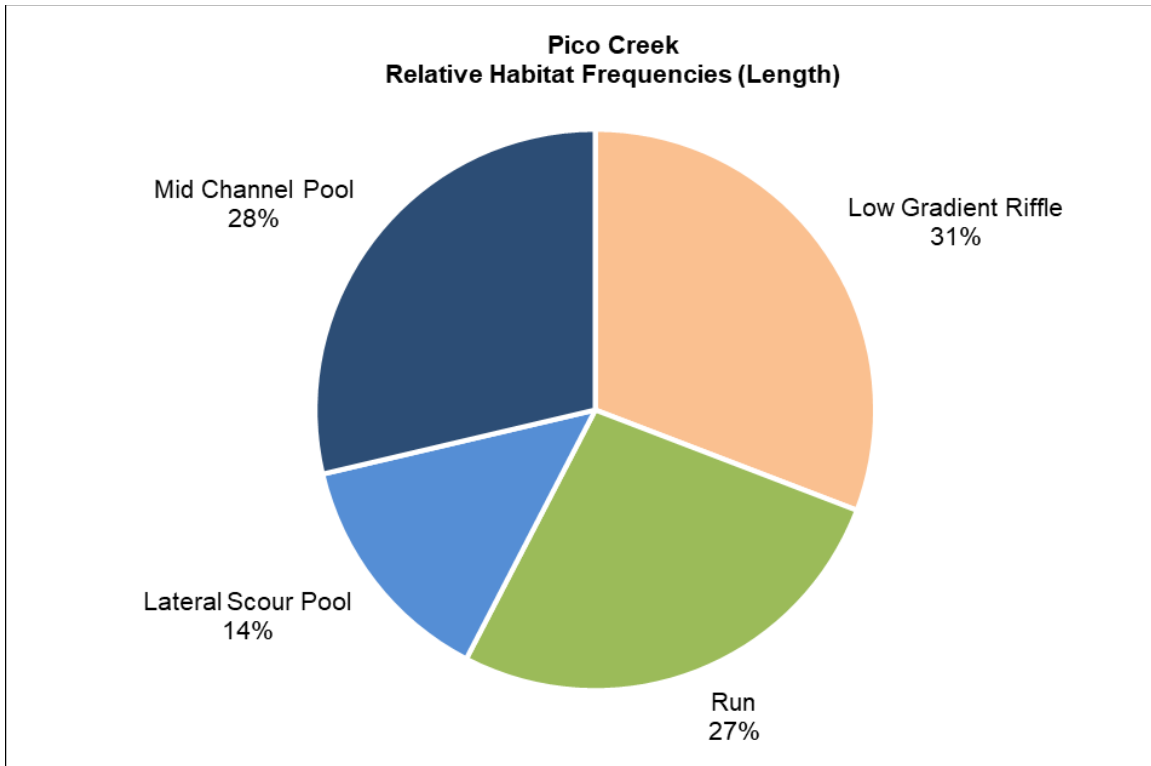
Assessments of the relationship between groundwater extraction and surface flows were conducted to assess stream flow loss during groundwater pumping at each of the two main District Wells. Pumping tests were performed at each of the two District wells in conjunction with the water surface level monitoring discussed above (Section 3.4). Groundwater extractions during the pumping tests were maximized to the extent possible based on water availability and storage capabilities. Pumping tests were performed on weekends when maximum demand typically occurs and the longest duration of pumping could occur. Separate pumping tests were run for each of the two main District wells. All of the water produced during the pumping tests was used to replenish the District reservoir that was drained to a minimum level prior to the testing in order to maximize the duration of the test; none was discharged to waste, per direction from the District.

During these tests, Pico Creek stream flow was monitored to observe evidence of stream flow depletion due to pumping from the District wells. Stream flow monitoring points were established upstream of the wells near PT1 and downstream of the wells just upstream of the lagoon (Figure 6). Measurements were collected at each stream flow monitoring point just before pumping began and then approximately every 15 to 30 minutes throughout the pump test. In addition, the stage levels at PT1, PT2, PT3, and the lagoon level were monitored during these tests to assess the potential influence of groundwater pumping on pool and lagoon habitat.

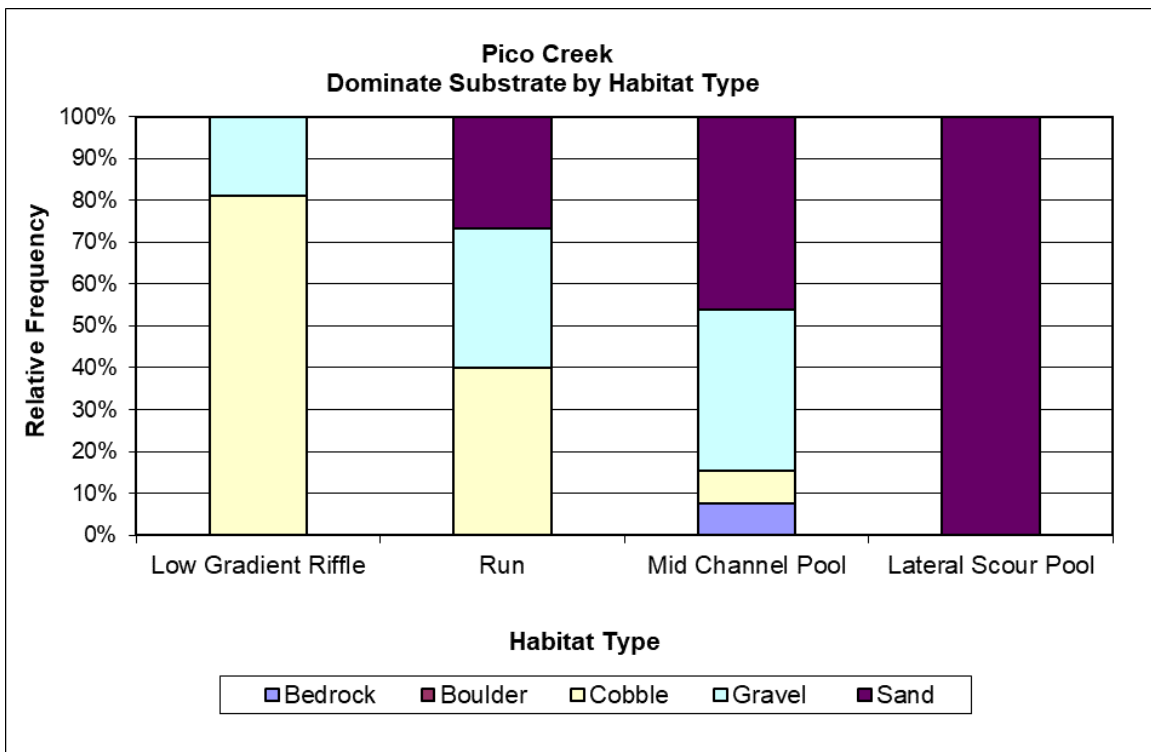
## **4 RESULTS**

### **4.1 Habitat Typing**

Stream habitat typing was conducted throughout the Study Reach on January 14, 2022 beginning at the upstream end of the lagoon and extending approximately 0.83 miles upstream. The Study Reach is dominated by pool habitat (both mid-channel and lateral scour pools were observed), followed by riffle habitat and run habitat (Figure 7). Substrate within pool habitat was predominantly sand while the riffle and run habitats were dominated by cobble and gravel substrates, respectively (Figure 8). The majority of the channel (43%) contained no cover for fish. The dominant cover type was overhanging vegetation followed by boulder (Figure 9).

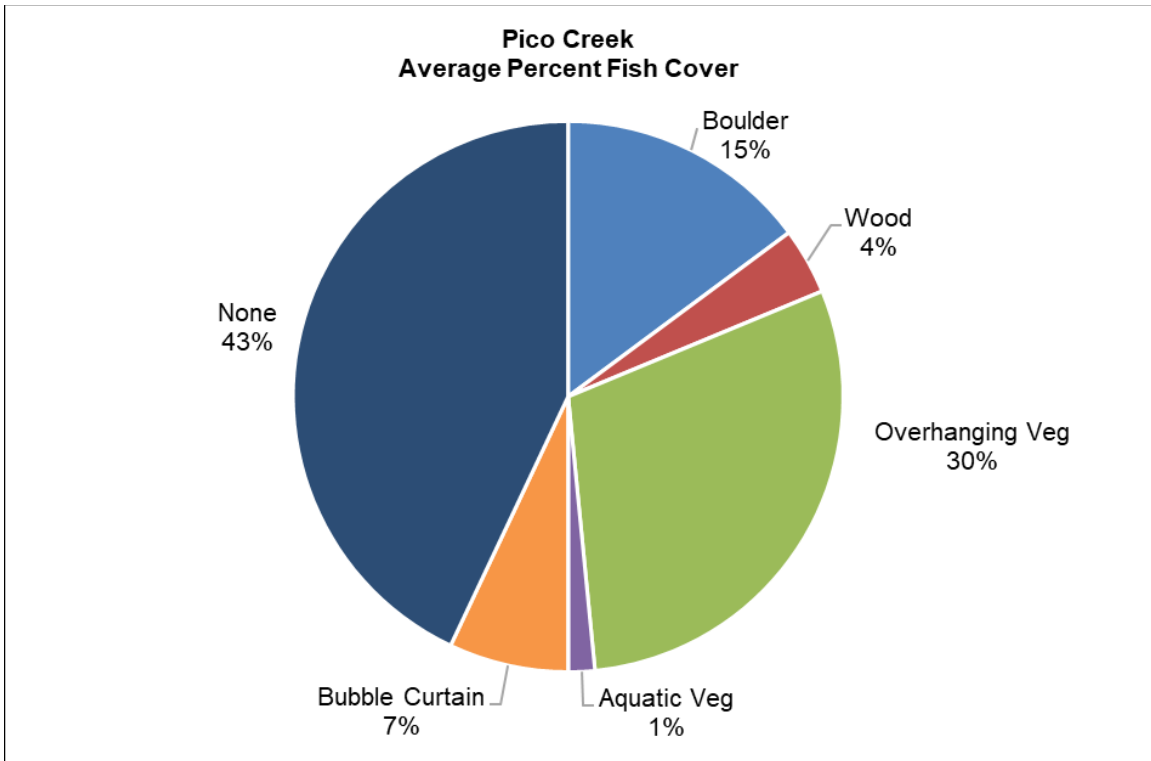


**Figure 7.** Relative frequency of habitat types (by length) in the Study Reach.



**Figure 8.** Dominant substrate by habitat type in the Study Reach.



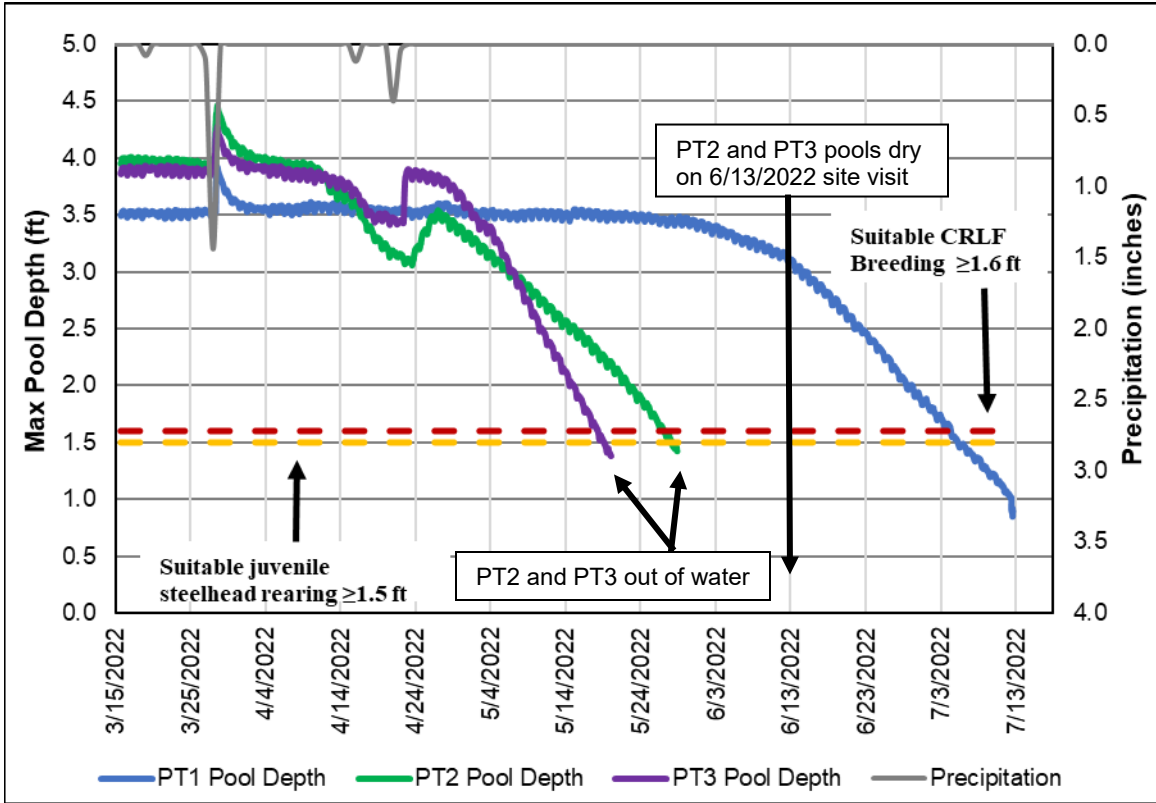


**Figure 9.** Average percent of fish cover within the Study Area.

## 4.2 Water Surface Level and Temperature

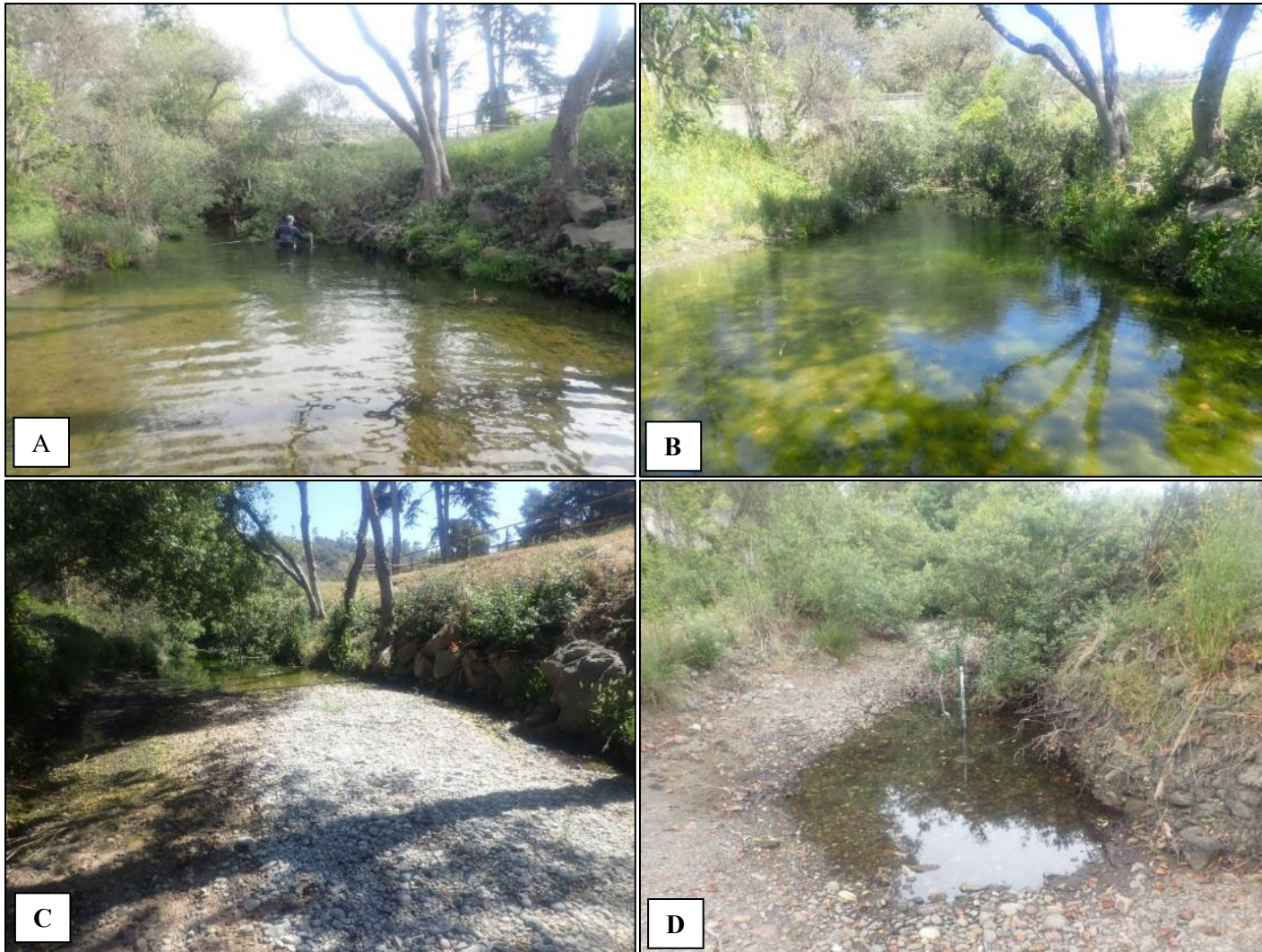
Pressure transducers were installed in Pico Creek on March 15, 2022 when stream flow was 0.35 cfs. Water levels in pools were generally stable until surface flows became disconnected, at which point pool depths began to decrease quickly. Pool depths showed a quick response to rain events that occurred in late March and in late April. The April rain event occurred after stream flows had become disconnected in the upper section of the Study Reach, when water depths at the pools where PT2 and PT3 were located began to drop. Following the April rain event, water levels in these locations briefly rose by approximately 0.5 ft but then began dropping almost immediately (Figure 10). Photos of each pool where pressure transducers were installed are shown in Figures 11–13.

The downstream pool monitored with a pressure transducer (PT1) had stable pool depths later into the year compared to the upper pools, with water depths remaining stable until early June before levels began dropping. Suitable depths for CRLF breeding and juvenile steelhead rearing remained at this location until early July (Figure 10). Water depths within pools at the upper end of the Study Reach (PT2 and PT3) were generally stable during March and April with the exception of a few spikes following rain events, then began to decrease in depth by late April (Figure 10). In these locations, water depths were suitable for CRLF breeding habitat until late May. Because the pressure transducers were not installed in the deepest part of the pools, PT2 and PT3 were out of the water by late May before the pools dried up. Both pools were observed to be completely dry during the next site visit, which occurred on June 13, 2022, and the pools no longer provided suitable habitat for juvenile steelhead.



**Figure 10.** Pool depths in Pico Creek with depth thresholds for CRLF breeding and juvenile steelhead rearing.

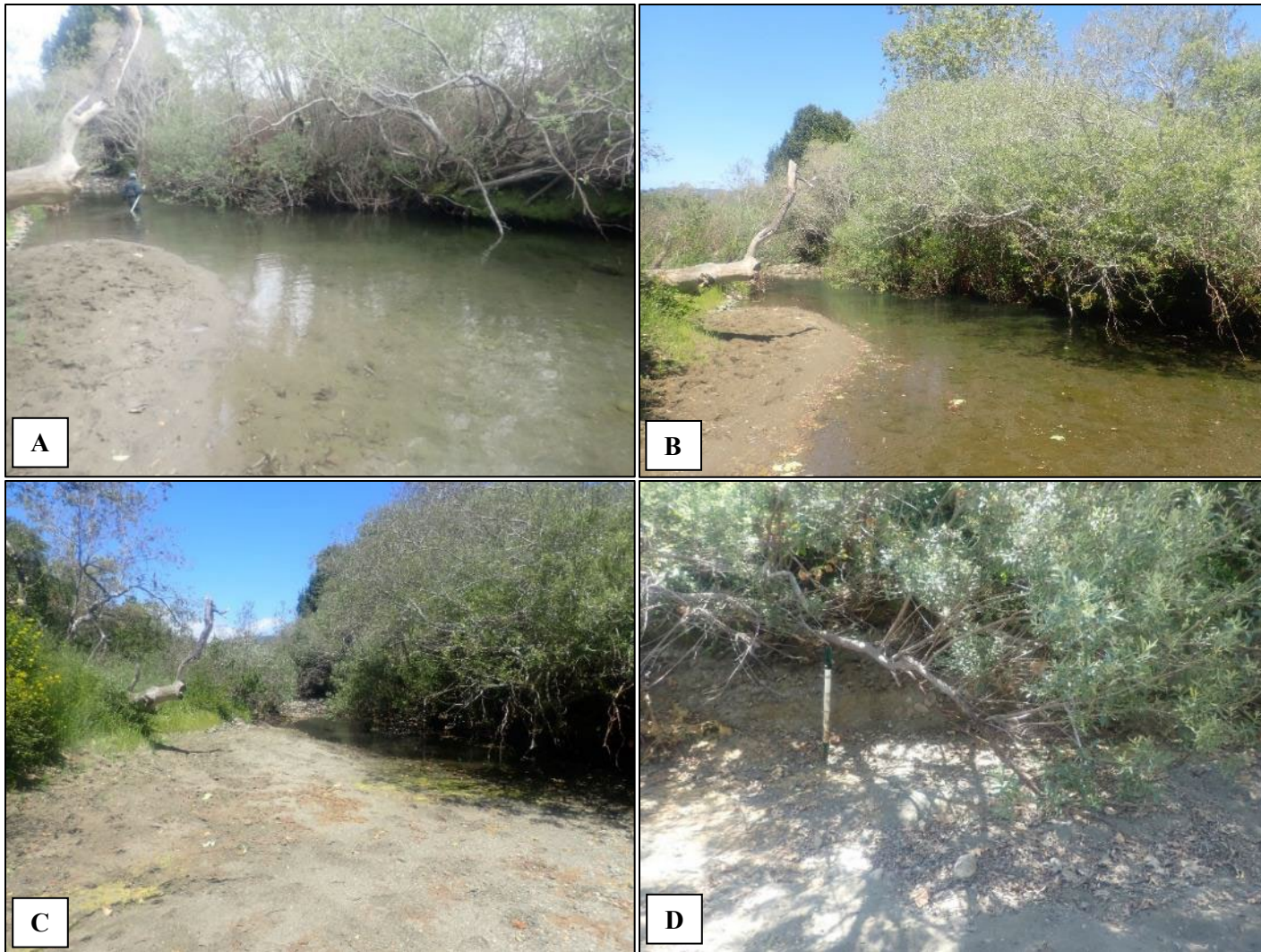
** Note, pressure transducers were installed outside of the thalweg to prevent unit movement or loss during storm events and were installed above the stream bed to reduce sediment fouling of equipment, which resulted in Pressure transducers being 1.0 ft to 1.5 ft above the max pool depth.*



**Figure 11.** Looking upstream at pool where PT1 was installed on: (A) March 30 (0.86 cfs), (B) May 9 (0.05 cfs), (C) June 13 (0.0 cfs), and (D) July 12, 2022 (0.0 cfs).



**Figure 12.** Looking upstream at pool where PT2 was installed on: (A) March 30 (0.86 cfs), (B) April 15 (0.14 cfs), (C) May 9 (0.05 cfs), and (D) June 13, 2022 (0.0 cfs).



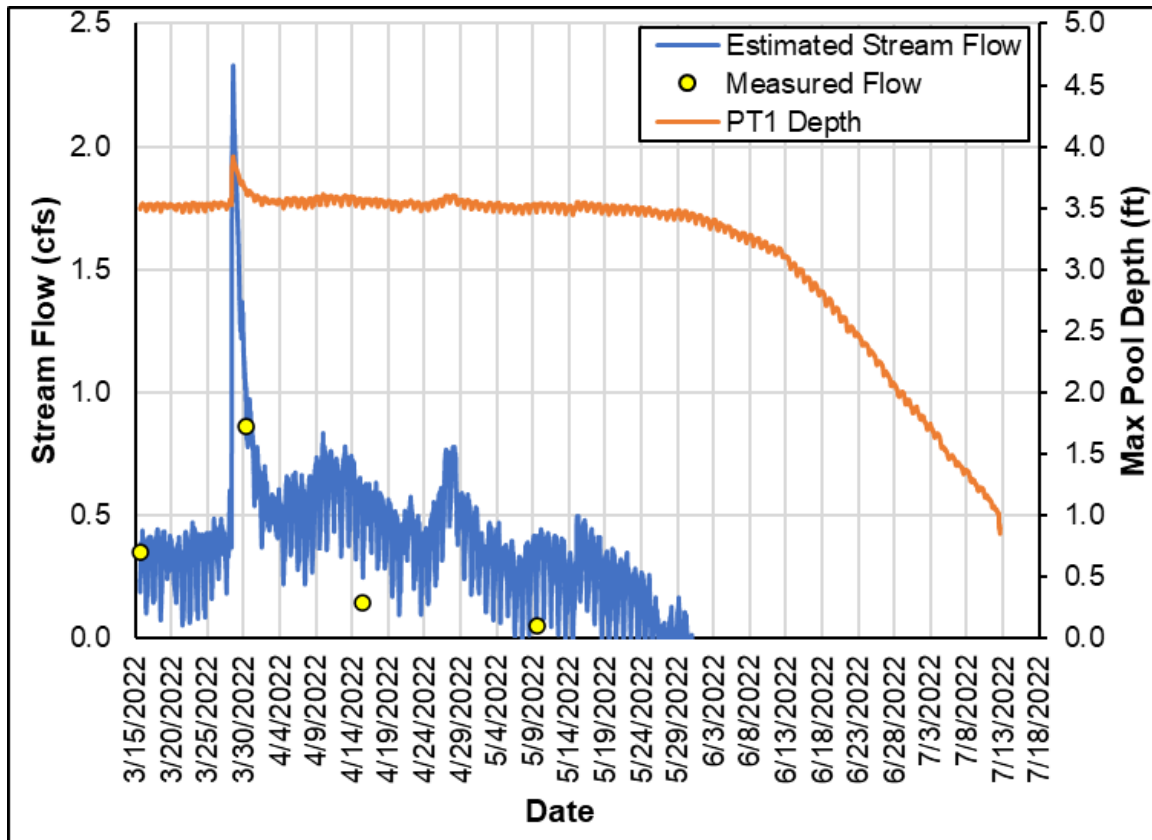
**Figure 13.** Looking upstream at pool where PT3 was installed on: (A) March 30 (0.86 cfs), (B) April 15 (0.14 cfs), (C) May 9 (0.05 cfs), and (D) June 13, 2022 (0.0 cfs).

#### 4.2.1 Stage discharge ratings

Stream flow was measured throughout the study and ranged from 4.10 cfs on January 14, 2022 to 0.00 cfs on June 13, 2022 (Table 2). A stage discharge rating curve was applied to the pressure transducer stage levels collected at PT1 using the flow measurements collected after PT1 was installed in Pico Creek (March 13, 2022 and after). Estimated stream flow in Pico Creek at PT1 was less than 1.0 cfs for most of the monitoring period, with the exception of a brief spike in stream flow following a large rain event (>1.0 inches of precipitation) in late March 2022 (Figure 14).

**Table 2.** Stream flow measurements in Pico Creek downstream of the Pico Creek Road bridge.

Date	Stream Flow (cfs)	Notes
01/14/2022	4.10	Flow measured before pressure transducers were installed
2/8/2022	1.56	Flow measured before pressure transducers were installed
3/15/2022	0.35	Pressure transducers installed
3/30/2022	0.86	
4/15/2022	0.14	
4/28/2022	0.11	Outlier, removed from rating curve
5/9/2022	0.05	
6/13/2022	0.00	



**Figure 14.** Estimated stream flow in Pico Creek based on stage discharge rating curve for PT1.

### 4.2.2 Water temperatures

Ambient temperature was recorded on PT1, PT2, and PT3 during the study. All three pools where pressures transducers were installed provided suitable water temperatures for steelhead and CRLF until the pools became dry. Stable and cool water temperatures were recorded on the PTs until pool depths began to decrease. As pool depths decreased, water temperatures became more responsive to the daily fluctuations in air temperature. The downstream end of the Study Reach remained wet later into summer than pools at the upstream end of the Study Reach. Water temperatures recorded at PT1, which remained under water throughout the study, never exceeded suitable levels for steelhead or CRLF (Figure 15) while water temperatures recorded at PT2 and PT3 remained suitable for steelhead and CRLF until they became dry in late May (Figure 16 and Figure 17).

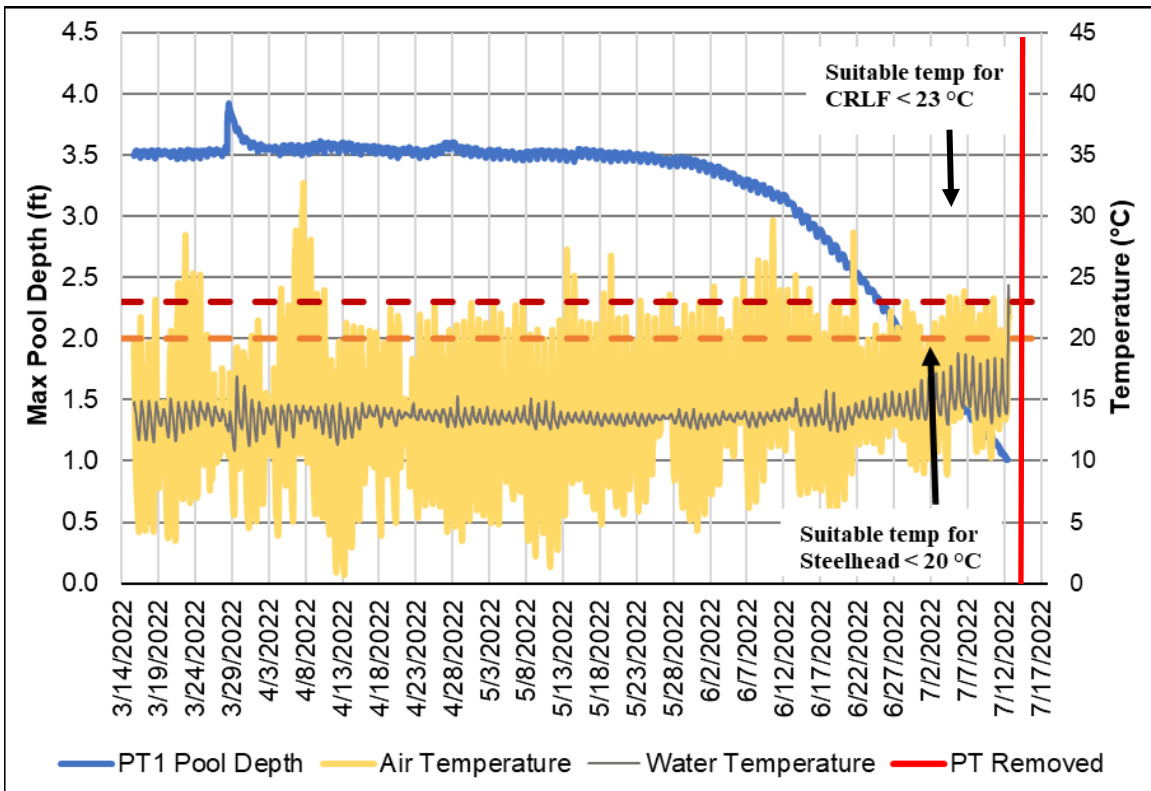


Figure 15. Pool depth and water temperature monitored at PT1.

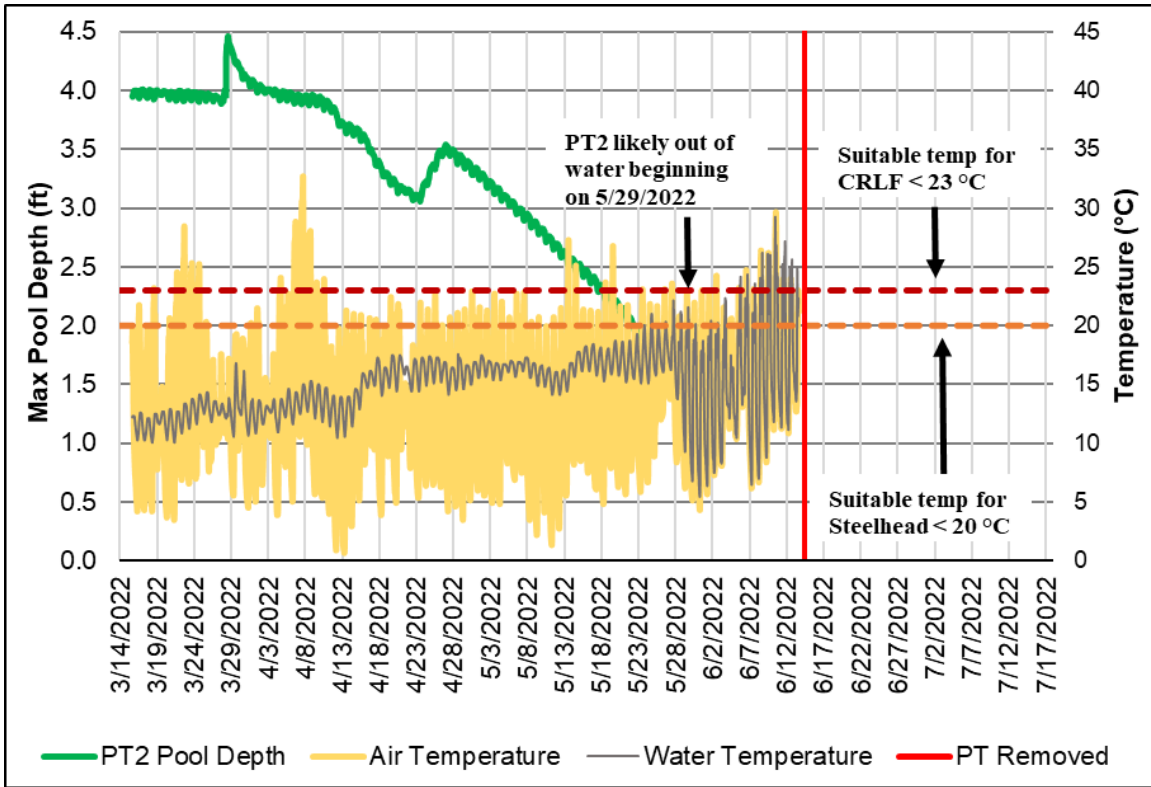


Figure 16. Pool depth and water temperature monitored at PT2.

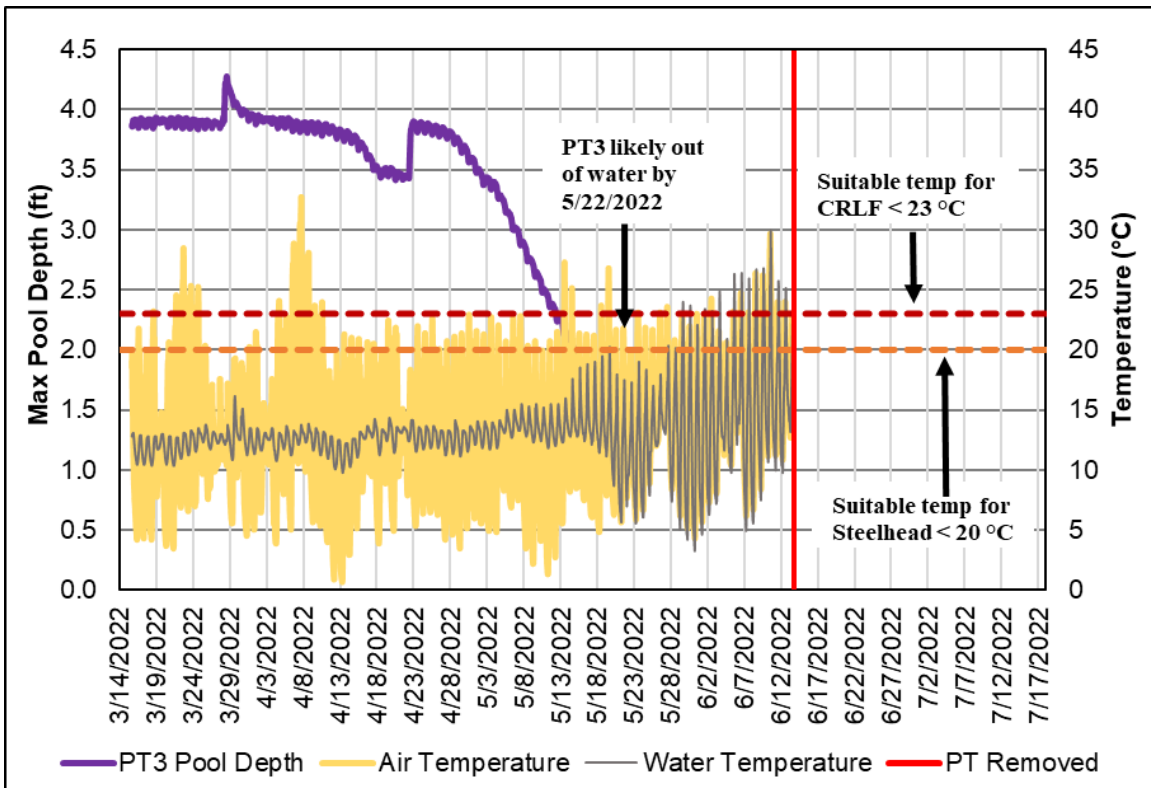


Figure 17. Pool depths and water temperature monitored at PT3.



### **4.3 Riffle Habitat Conditions**

Observations from the riffle assessments were evaluated to understand what flows supported productive BMI habitat and passage conditions for juvenile steelhead within the Study Reach. Suitable conditions to support BMI production in riffles were observed at all riffles assessed when flows ranged from 4.10 cfs to 0.86 cfs. At flows of 0.35 cfs suitable BMI habitat was observed, although in substantially lower abundance than at higher flows. At flows less than 0.35 cfs, no suitable BMI habitat was observed at any of the riffles assessed (Table 3). Photos showing riffle conditions over a range of flows are included in Figures 18–23.

Flows that provide passage for juvenile steelhead likely occur throughout the Study Reach at flows of 4 cfs and greater. Suitable conditions for juvenile steelhead were observed at all riffles assessed at 4.10 cfs and at most riffles assessed at 1.56 cfs. At 0.86 cfs, conditions to support juvenile steelhead passage were observed at just over half of the riffles assessed. When flows were at 0.35 cfs and below, conditions did not provide passage for juvenile steelhead at any of the riffles assessed (Table 3).

**Table 3.** Results of Pico Creek riffle habitat assessment for BMI production and juvenile steelhead passage conditions observed during surveys conducted between January 14 through April 28, 2022. *Note, surveys were conducted through July 12, 2022 but conditions no longer supported BMI production or juvenile fish passage after the April 15, 2022 survey.*

Location		Jan. 14, 2022 (4.10 cfs)		Feb. 8, 2022 (1.56 cfs)		March 30, 2022 (0.86 cfs)		March 15, 2022 (0.35 cfs)		April 15, 2022 (0.14 cfs)		April 28, 2022 (0.11 cfs)	
Habitat unit number	PPT#	BMI production	Juvenile passage	BMI production	Juvenile passage	BMI production	Juvenile passage	BMI production	Juvenile passage	BMI production	Juvenile passage	BMI production	Juvenile passage
13	1*	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No	No	No	No
15	1	--	--	--	--	Yes	Yes	Yes	No	No	No	No	No
17	2	--	--	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No
29	3	--	--	--	--	Yes	Yes	Yes	No	No	No	No	No
33	4	--	--	--	--	Yes	No	No	No	No	No	Dry	Dry
35	5	--	--	--	--	Yes	Yes	No	No	No	Dry	No	Dry
37	6	Yes	Yes	Yes	No	Yes	No	Dry	Dry	No	No	Dry	Dry
40	7	--	--	--	--	Yes	Yes	No	No	Dry	Dry	Dry	Dry
46	8	--	--	Yes	Yes	Yes	Yes	Yes	No	Dry	Dry	Dry	Dry
50	9	--	--	--	--	Yes	No	Yes	No	Yes	No	Yes	No

-- indicates location was not assessed on the specified date. Photo points were established on March 15, 2022; however, some locations were photographed during earlier surveys conducted at higher flows during January and February 2022.



**Figure 18.** Riffle habitat at PPT1* showing suitable BMI habitat and juvenile steelhead passage at 4.10 cfs (A) and 1.56 cfs (B), BMI habitat but no juvenile steelhead passage at 0.86 cfs (C), and no BMI habitat or juvenile steelhead passage at 0.11 cfs (D).



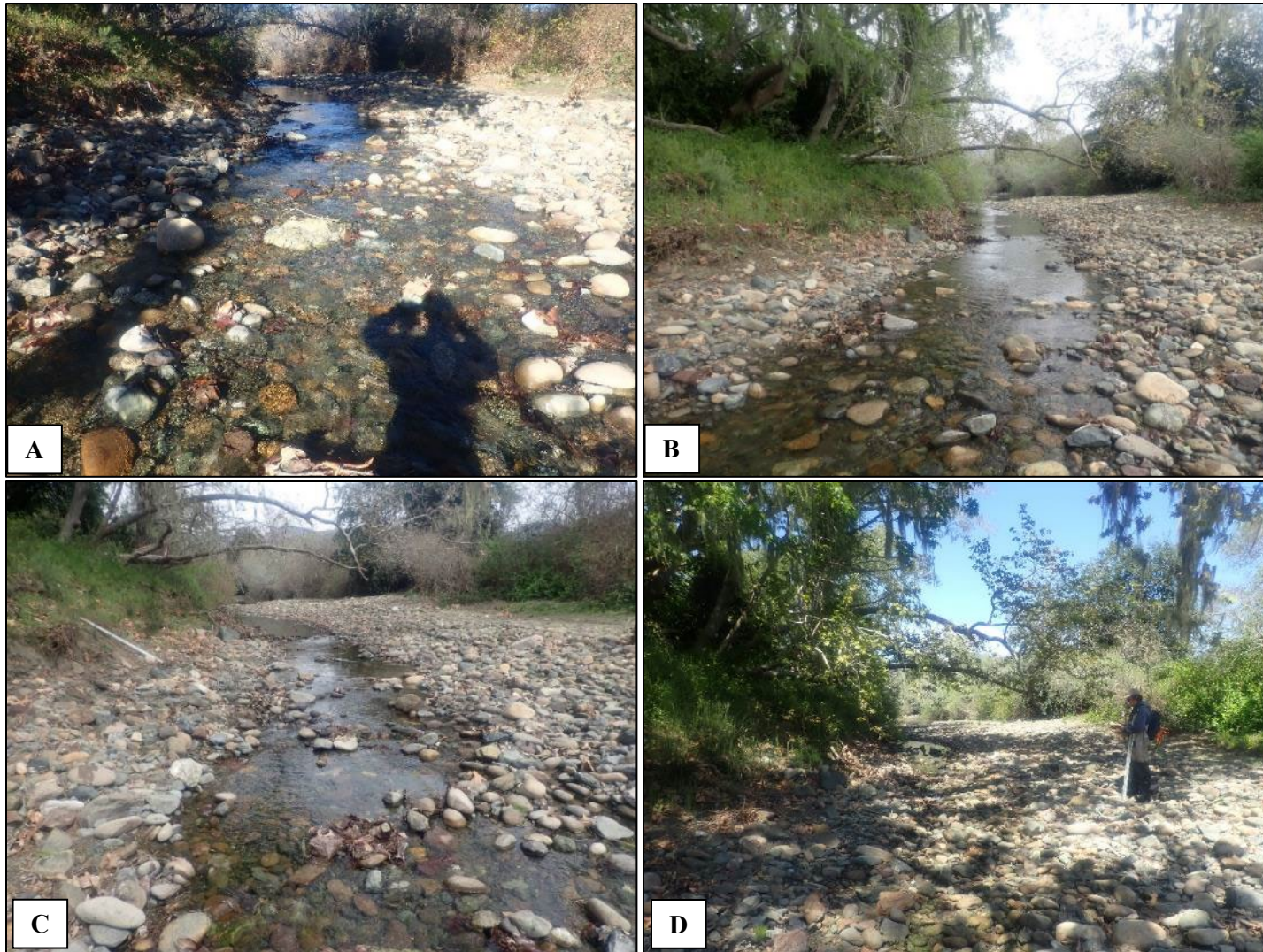
**Figure 19.** Riffle habitat at PPT1 showing suitable BMI habitat and juvenile steelhead passage at 0.86 cfs (A), BMI habitat but no juvenile steelhead passage at 0.35 cfs (B) and 0.11 cfs (C), and no BMI habitat or juvenile steelhead passage at 0.05 cfs (D).



**Figure 20.** Riffle habitat at PPT2 showing suitable BMI habitat and juvenile steelhead passage at 1.56 cfs (A) and 0.86 cfs (B), BMI habitat but no juvenile steelhead passage at 0.35 cfs (C), and no BMI habitat or juvenile steelhead passage at 0.14 cfs (D).



**Figure 21.** Riffle habitat at PPT6 showing suitable BMI habitat and juvenile steelhead passage at 4.10 cfs (A), BMI habitat but no juvenile steelhead passage at 1.56 cfs (B) and 0.86 cfs (C), and no surface flow when flows measured downstream were 0.35 cfs of less (D).



**Figure 22.** Riffle habitat at PPT8 showing suitable BMI habitat and juvenile steelhead passage at 1.56 cfs (A) and 0.86 cfs (B), BMI habitat but no juvenile steelhead passage at 0.35 cfs (C) and no surface flow when flows measured downstream were 0.14 cfs.

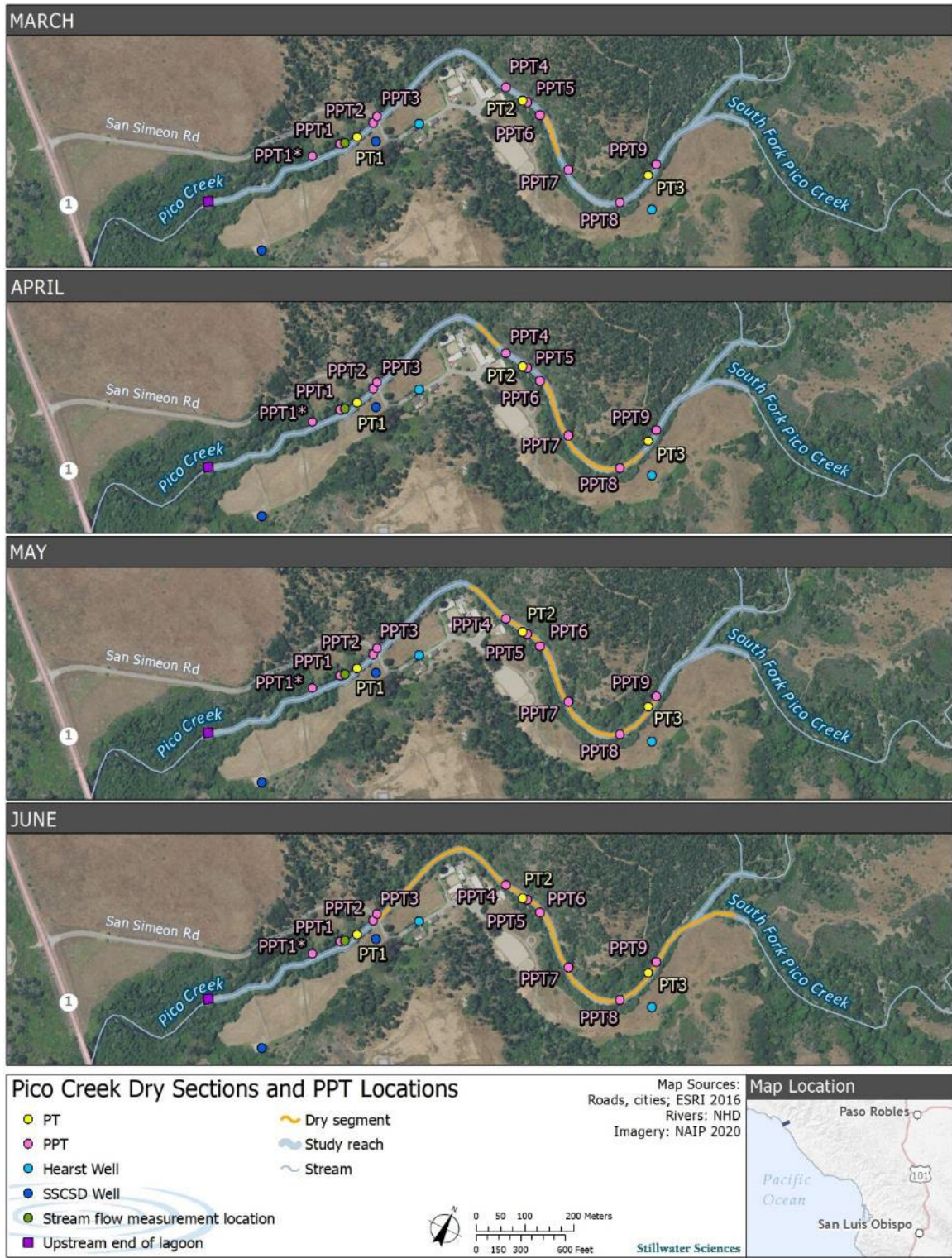


**Figure 23.** Riffle habitat at PPT9 showing suitable BMI habitat but no juvenile steelhead passage at 0.86 cfs (A), 0.35 cfs (B), and 0.14 cfs (C), and no surface flow when flows measured downstream were 0.05 (D).



#### **4.4 Wet and Dry Stream Channel Mapping**

Observations of the stream channel drying out within the Study Reach were observed early in the study. The first observation of disconnected stream flow was observed during March 15, 2022 when a short segment within the middle of the Study Reach (at PPT6) was dry. Following a substantial rain event (1.44 inches) on March 28, 2022, surface flows were observed throughout the entire Study Reach. By April 15, 2022 dry stream channel conditions were observed in two sections within the upper half of the Study Reach and both sections were dry again on April 28, 2022, even after a 0.40 inch rain event occurred on April 21, 2022. On May 9, 2022 the upper half of the Study Reach had no surface flow and water was limited to a few isolated pools. On June 13, 2022, the upper half of the Study Reach was completely dry with no surface flow and no water in isolated pools upstream of the Pico Creek Bridge to the confluence of North Fork and South Fork Pico Creek (Figure 24 and Figure 25). No surface flow was observed throughout the Study Reach on July 12, 2022 but a few small isolated pools were observed between Pico Creek Road and the lagoon.



**Figure 24.** Pico Creek dry segment locations observed during surveys conducted during March through June 2022.

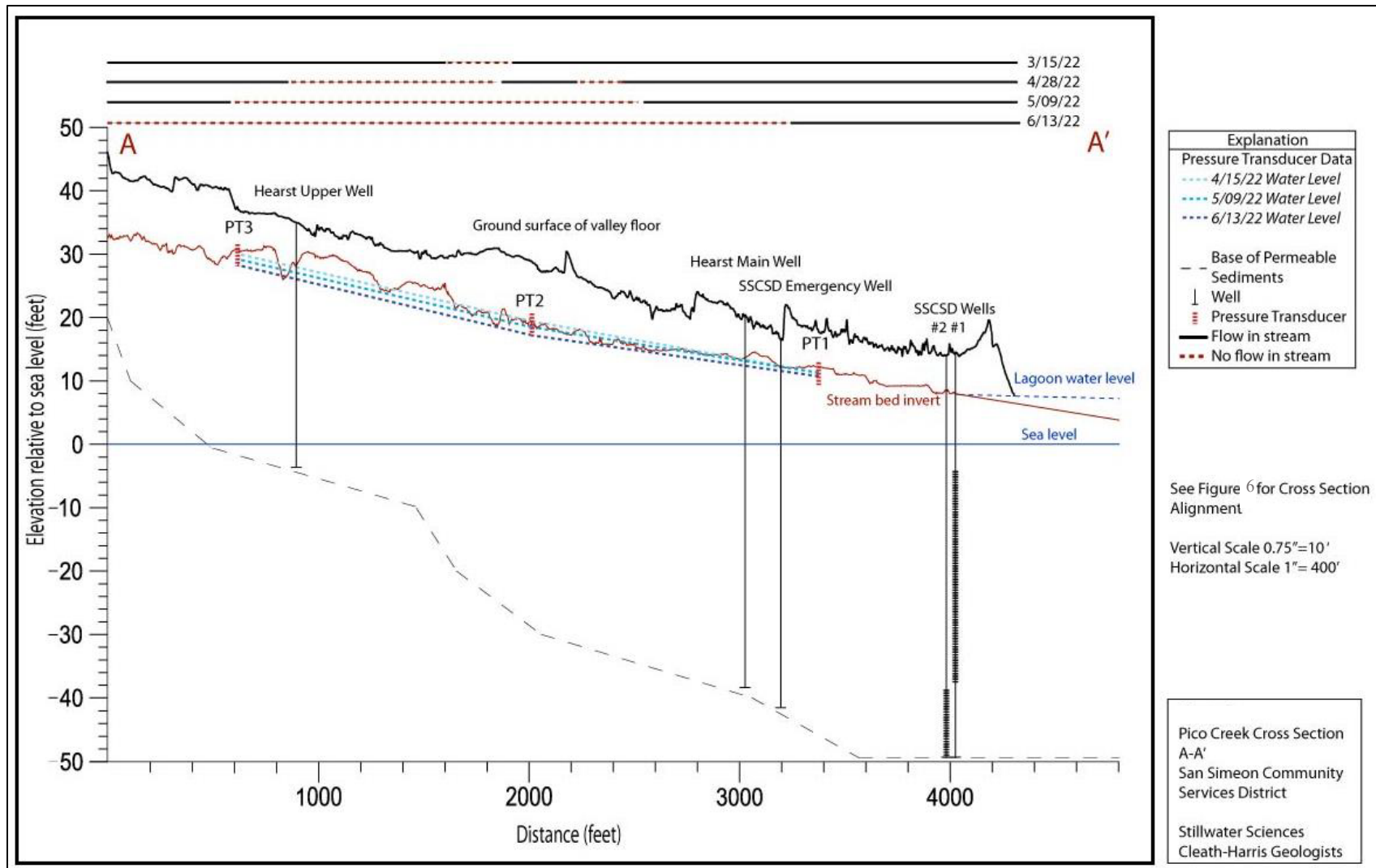


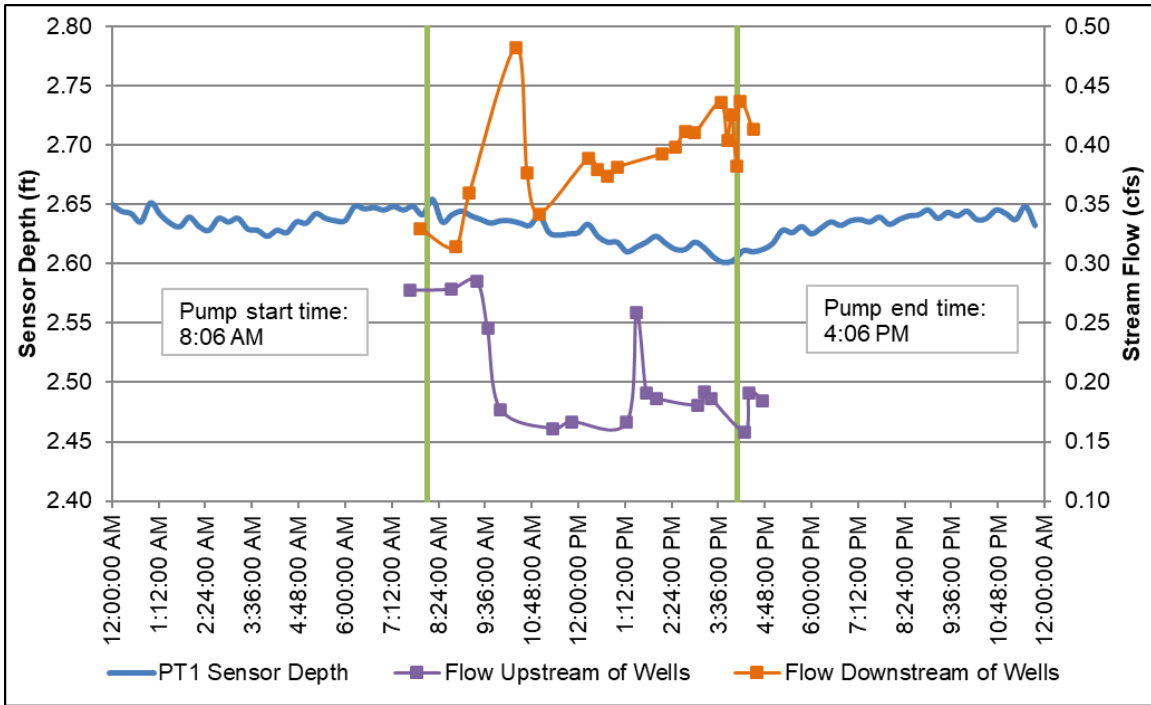
Figure 25. Pico Creek longitudinal elevation profile showing extent of intermittent stream flows in relation to groundwater wells along the Study Reach.

#### 4.5 Surface Water/Groundwater Connectivity

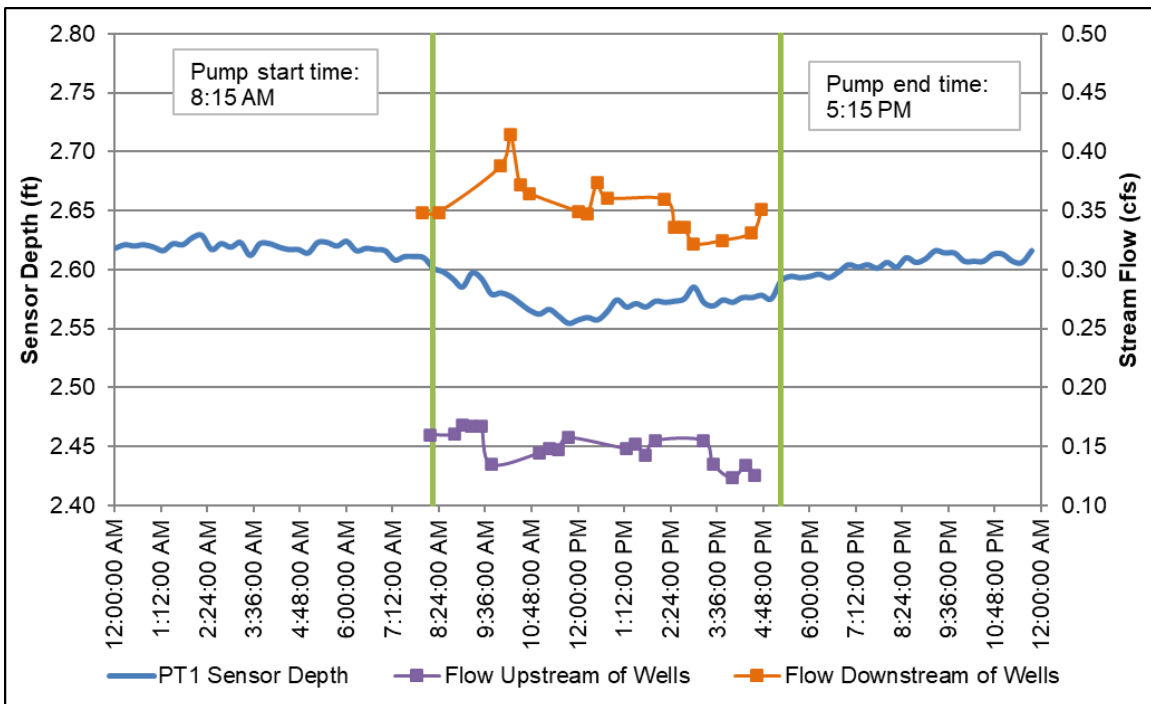
Pump tests were conducted on April 16, 2022 at Well #1 which pumps from depths of 15–47 ft and on April 23, 2022 at Well #2 which pumps from depths of 50–60 ft. The volume of water pumped from the shallow well (Well #1) was 90,284 gallons and occurred over an 8-hour period (equivalent to a rate of 0.42 cfs). The volume of water pumped from the deep well (Well #2) was 108,834 gallons and occurred over a 9-hour period (equivalent to a rate of 0.45 cfs).

Stream flow during the pump tests at the upstream monitoring point was about half the rate at the downstream monitoring point. Stream flow measurements fluctuated during the tests up to roughly 0.20 cfs during testing at Well #1 and by roughly 0.05 cfs during testing at Well #2. However, the overall trend when the shallow well (Well #1) was pumped shows stream flows decrease by approximately 0.1 cfs at the upstream monitoring point while stream flow at the downstream monitoring point increased by approximately 0.1 cfs (Figure 26). The increase in flow observed downstream of the wells may be due to bank storage-drainage from the shallow aquifer into the stream channel. Stream flow at the upstream monitoring point of the deep well (Well #2) shows a decrease in stream flow of approximately 0.04 cfs, and no detectable trend in stream flow was observed at the downstream monitoring point (Figure 27). The sensor depth at PT1 for both tests declined by approximately 0.05 ft during pumping and then recovered after pumping ceased (Figure 26 and Figure 27). However, the fluctuation in sensor depth observed at PT1 during the pump tests were similar to the daily fluctuations observed during days when District well production was more than half the amount during the pump tests (Figure 28, see daily fluctuations for PT1 on 4/07/2022 and 4/25/2022 when daily well production was around 30,000 gallons).

Based on the daily fluctuations in sensor depths at all three PT sensors monitoring points, the drop in stage level observed at PT1 during the pump tests is likely in part due to evapotranspiration of phreatophyte/riparian vegetation that increases during the daylight hours and decreases as daily light fades. Steep declines in sensor depths observed at PT2 and PT3 began to occur in mid-April, which coincides with the timing when disconnected surface flow was increasing. A sharp increase in sensor depth occurred at PT2 on April 24, 2022 and at PT3 on April 23, 2022 (Figure 28), which are shortly after a 0.4 inch rain event occurred on April 21, 2022 that likely reconnected surface flow and refilled pool habitat (Figure 10). Overall, it appears that groundwater is connected to surface flows in the Study Reach, such that District pumping operations result in a small but detectable reduction in surface flow.



**Figure 26.** Pico Creek stream flow and PT1 sensor depths during April 16, 2022 pump test at District Well #1. Pumping volume on April 16, 2022 was 90,284 gallons, which is equivalent to a rate of 0.42 cfs.



**Figure 27.** Pico Creek stream flow and PT1 sensor depths during April 23, 2022 pump test at District Well #2. Pumping volume on April 23, 2022 was 108,834 gallons, which is equivalent to a rate of 0.45 cfs.

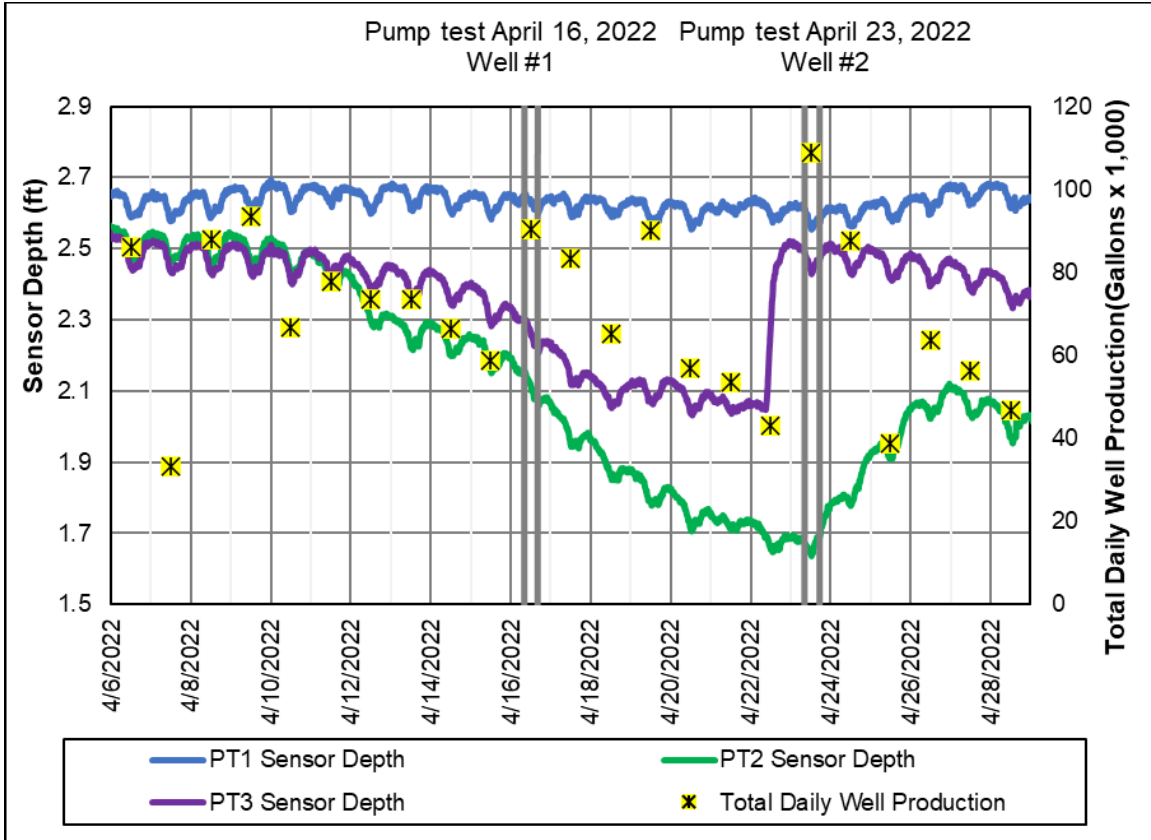


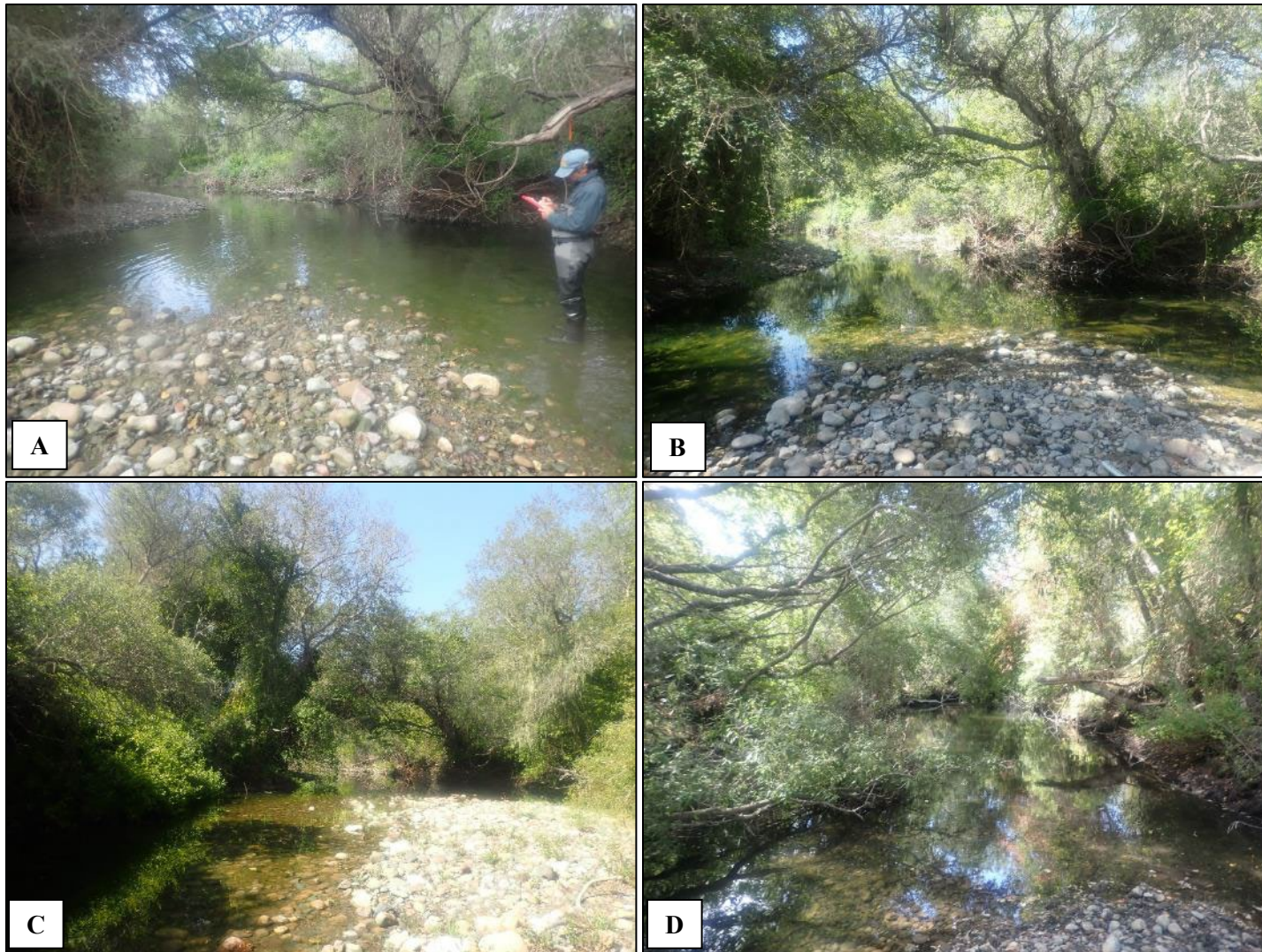
Figure 28. Pico Creek pressure transducer depths and daily well production during April 2022.

#### 4.5.1 Lagoon habitat

The wetted area of the lagoon remained relatively stable throughout the study. The upstream end of the lagoon begins at the end of a gravel bar with the channel quickly dropping in elevation as it enters the lagoon (Figure 29).

Water levels recorded in the lagoon showed minor fluctuations (<0.05 ft) on a regular basis each day. These daily fluctuations appear to be correlated with ocean tide heights, as increased sensor depths were generally recorded at high tides while reduced depths were generally recorded at low tides (Figure 29 and Figure 30). Lagoon depths showed a temporal pattern with increased depths in the morning and decreased depths in the afternoon, which suggests evapotranspiration influences lagoon water levels as well.

The magnitude and timing of daily fluctuations in the lagoon water levels appeared similar during the pump tests compared to days when pumping was reduced. The fluctuation observed in lagoon water levels appears to be the result of tidal activity and evapotranspiration. No impact to the lagoon due to pumping was evident during the test.



**Figure 29.** Upstream end of Pico Lagoon on March 30 (A), April 15 (B), April 28 (C), and July 12, 2022 (D).

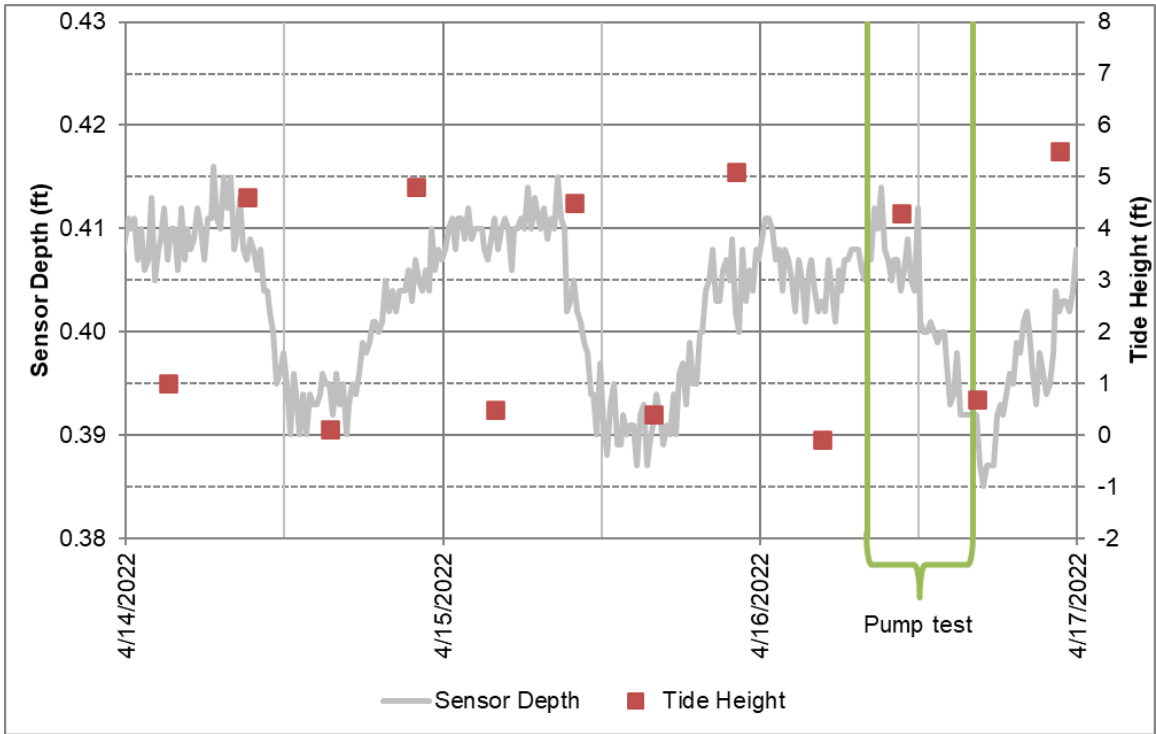


Figure 30. Pico Creek Lagoon sensor depths during April 16, 2022 pump test at District Well #1.

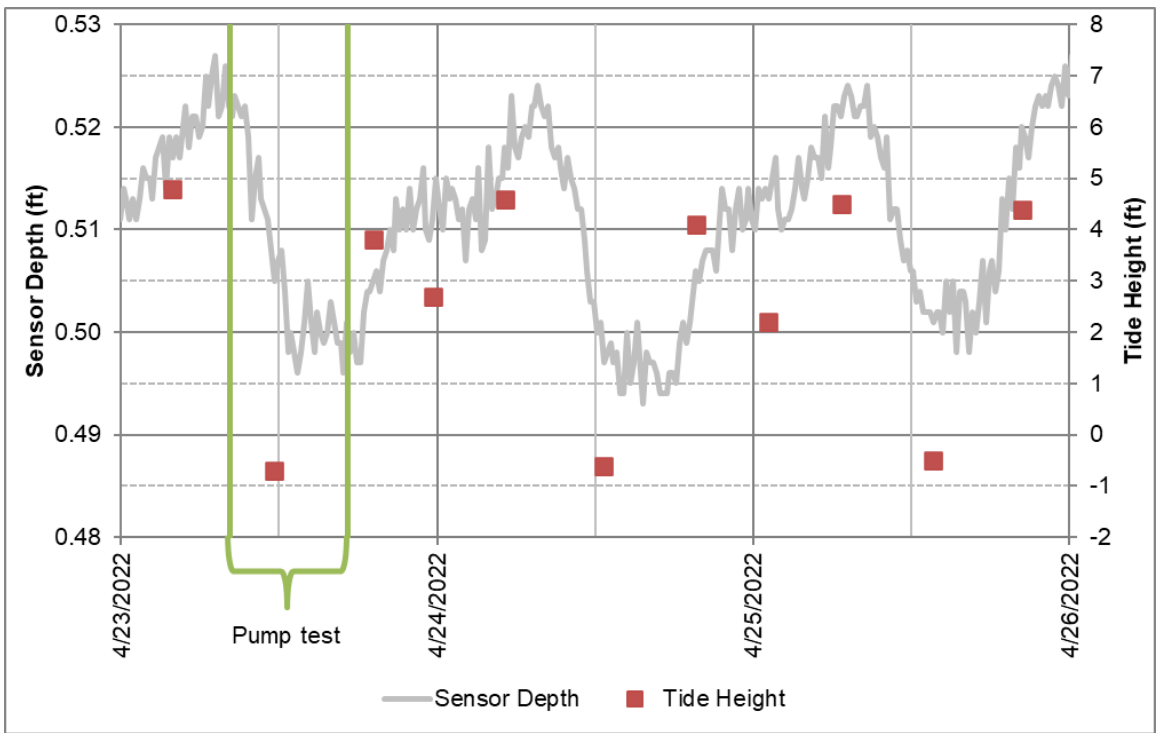


Figure 31. Pico Creek Lagoon sensor depths during April 23, 2022 pump test at District Well #2.



## 5 RECOMMENDATIONS FOR INSTREAM FLOW MANAGEMENT

Pico Creek follows the northern side of the groundwater basin over much of the Study Reach. The basin sediments are highly permeable and allow for percolation of stream flow, particularly upstream of the Pico Creek Road Bridge. As the inflow from the watershed declines, the groundwater level also declines and typically by early summer Pico Creek upstream of the Pico Creek Road Bridge is dry. The stream channel, near where the District wells are located, has a longer duration of water presence than this upstream recharge area, but still dries by mid-summer. The lagoon at the mouth of Pico Creek has water year-round.

District pumping operations were observed to influence surface flows in Pico Creek in the vicinity of District pumps (i.e., downstream of the Pico Creek Road Bridge). Of the two main District wells, Well #1, which pumps water from shallower in the groundwater basin layer, has the most influence on surface flows, while Well #2, which pumps from the deeper groundwater basin layer, has less influence. Additional monitoring in the lagoon would be needed to evaluate if any changes in lagoon water depth are occurring due to pumping versus other natural factors, such as tidal influence or evapotranspiration. However, the level of lagoon water depth fluctuation observed during this study appeared to be minimal (<0.05 ft).

In the absence of District pumping operations, the lower reach of Pico Creek within the Study Area potentially provides migratory and rearing habitat for steelhead in the winter and spring when surface flows occur. Migration conditions for steelhead within the Study Area are expected to be supported under current District pumping operations. Adult steelhead passage, which requires high flows associated with large precipitation events, is not likely to be influenced by the District's maximum daily average pumping rate of 0.27 cfs. Juvenile steelhead passage conditions assessed in riffle habitat during this study indicate passage for juvenile steelhead occurs at flows of approximately 4 cfs and greater, which is also not likely to be influenced by District pumping operations due to the limited capacity of the District wells.

At low stream flows (less than 1.56 cfs), habitat in lower Pico Creek is sensitive to changes in surface flows. Results of the surface water monitoring and riffle habitat assessments found suitable rearing habitat for juvenile steelhead and potential BMI production is abundant at stream flows of 1.56 cfs and greater. When stream flows were at 0.86 cfs or less, habitat was disconnected with limited passage in riffles for juvenile steelhead, and at 0.35 cfs BMI habitat was substantially reduced. It appears that a small reduction in flow when stream flow is less than 1.56 cfs, even by a small amount (e.g., 0.1 cfs) would reduce the quantity and quality of juvenile steelhead habitat in lower Pico Creek by reducing food availability from BMI, migration conditions, and pool depth.

Pools in the Study Area provide suitable water depth and temperature for rearing juvenile steelhead when surface flows occur. Once surface flows cease, pools quickly dry up and become unsuitable for juvenile steelhead. During this study, conditions in pool habitat appeared suitable for steelhead rearing until around July, at which time surface flows ceased and nearly all wetted habitat in the Study Reach went dry. Since pool habitat remains suitable after surface flows cease temporarily, District pumping operations increase the risk of steelhead stranding and desiccation in isolated pool habitat that remains wetted after surface flows cease.

In summary, based on pumping capacity, District pumping operations have the potential to reduce the amount and quality of juvenile steelhead rearing habitat within Study Area at flows of around 1.56 cfs or less. These results are consistent with estimates for spring environmental Water

Demand which are 0.9 cfs (Stillwater 2014). District pumping operations will not influence aquatic habitat in Pico Creek after the channel has gone dry.

In addition to steelhead, the Study Area provides abundant suitable breeding habitat for CRLF with many pool locations observed with habitat conditions that remained suitable through the CRLF breeding season. In isolated pools that remain wet after surface flows cease, District pumping operations are likely to increase the rate at which pool habitat dries out, leading to egg desiccation or tadpole stranding. Suitable habitat for CRLF breeding is located within the Pico Creek lagoon and excavated ponds near the lagoon just upstream of the Highway 1 Bridge.

Key conclusions of this study are listed below:

- District pumping operations appear to influence surface flows in lower Pico Creek
- District pumping operations are not expected to influence adult steelhead migration in Pico Creek due to the magnitude of flow required to support adult steelhead passage.
- District pumping operations are not expected to influence juvenile steelhead migration in Pico Creek due to the magnitude of flow required to support juvenile steelhead passage.
- At low stream flows, habitat in lower Pico Creek is sensitive to changes in surface flows, particularly when flows are at or below 1.56 cfs and stream flow reductions when flows are in this range lead to reduced habitat quantity and habitat quality for juvenile steelhead
- District pumping operations that occur after surface flows cease may affect juvenile steelhead and CRLF rearing in isolated pools by decreasing pool water levels or speeding up the process by which pools dry out increasing the risk of stranding for juvenile steelhead and CRLF tadpoles.
- District pumping operations are not expected to impact aquatic habitat once the channel within the Study Area goes dry, which happens for extended periods of most years during summer and fall.
- District pumping operations do not appear to be affecting or reducing habitat conditions within the lagoon.
- District pumping operations do not appear to be affecting or reducing habitat conditions for tidewater goby.

During this study we made empirical measurements at 0.86 cfs and 1.56 cfs. Rearing habitat was abundant at 1.56 cfs and beginning to decline at 0.86 cfs. In a related regional assessment of instream flow needs for steelhead, Stillwater Sciences (2014) estimated that flow needs for steelhead in lower Pico Creek would be protected during spring at 0.9 cfs. Taking all of this available data and observations into account, we infer that pumping operations at flows less than 1.56 cfs likely reduce habitat suitability for steelhead. Therefore, our recommendations for District pumping operations to provide protection to steelhead include restricting pumping during periods when stream flows are between 0.0 and 1.56 cfs year-round. Avoiding pumping when stream flows are between 0.0 cfs and 1.56 cfs will protect downstream migration for juvenile steelhead, habitat connectivity, and habitat quality and quantity for juvenile steelhead within the Study Area year-round.

In addition to recommending operational changes, we also recommend long term monitoring of stream flow in Pico Creek near the District wells using a stream gage that provides real-time information. Stream flow data is recommended to help inform pumping operations during sensitive flow conditions (i.e., 0 to 1.56 cfs) and to develop a long-term record of stream flows in

the watershed. The most suitable location for real-time stream gage monitoring is just upstream of the District wells at the Pico Creek Road Bridge.

If District pumping operations are restricted when stream flows are between 0.0 cfs and 1.56 cfs and District pumping from the Pico Creek groundwater basin only occurs outside this range of stream flows, then no further recommendations are provided. However, if pumping occurs during these sensitive stream flows, we also recommend the District monitor isolated pool habitat within the Study Area as surface flows cease to evaluate potential fish stranding and fish health.

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**Business Action Item**

**5.C. INTERMEDIATE UPDATE AND DISCUSSION OF THE COASTAL HAZARD RESPONSE PLAN BETWEEN PUBLIC OUTREACH EVENTS AND TO PROVIDE ADDITIONAL DIRECTION FOR THE STUDY**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.C. INTERMEDIATE UPDATE AND DISCUSSION OF THE COASTAL HAZARD RESPONSE PLAN BETWEEN PUBLIC OUTREACH EVENTS AND TO PROVIDE ADDITIONAL DIRECTION FOR THE STUDY.**

#### Summary:

The first public outreach meeting related to the Coastal Hazard Response Plan was held on November 14, 2022. The next public outreach meeting will be held on February 9, 2023. Dudek is providing an intermediate update on the Coastal Hazard Response Plan for the Board and members of the public.



**Business Action Item**

- 5.D. DISCUSSION REGARDING PURCHASING OF LAPTOPS FOR BOARD MEMBERS  
AND CYBERSECURITY POLICIES FOR THE DISTRICT.**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.D. DISCUSSION REGARDING PURCHASING OF LAPTOPS FOR BOARD MEMBERS AND CYBERSECURITY POLICIES FOR THE DISTRICT.**

#### Summary:

This item was placed on the December meeting agenda at the request of Director Tiwana. As previously discussed, these types of IT services are not provided via the current GES contract.

During the meeting, the Board voted unanimously for "staff to come up with an individual director budget cap that allows them to purchase their personal laptops, I-pads and phone to work only with District material and at the end it will be returned back to the District".

#### Discussion:

GES Staff is suggesting that the Board consider the following budget cap.

Laptop \$900.00  
I-pad \$300.00  
I-phone \$900.00

Individual director budget = \$2,100.00

#### Recommendations:

GES Staff is recommending that the District hire an IT professional to facilitate the efforts, manage the additional infrastructure, as well as review, provide technology recommendations and coordinate the potential transition to hybrid meetings.

**Business Action Item**

**5.E. DIRECTION TO STAFF REGARDING HYBRID BOARD MEETINGS  
AND FINDING A LOCATION FOR IN-PERSON BOARD MEETINGS TO OCCUR.**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.E. DIRECTION TO STAFF REGARDING HYBRID BOARD MEETINGS AND FINDING A LOCATION FOR IN-PERSON BOARD MEETINGS TO OCCUR.**

#### Summary:

The teleconferencing provisions of AB 361 expired on January 1, 2024. However, Governor Newsom announced that the COVID-19 State of Emergency will end on February 28, 2023, meaning public agencies will no longer have the necessary authority to hold virtual meetings under the provisions of AB 361 after that date.

Currently the location available to hold in-person meetings is at the District office. Since the District office has limited capacity, the Board may wish to conduct these meetings via a hybrid set-up. The Board could also try to find another site within the District boundaries to hold Board meetings.

#### Recommendation:

GES Staff is recommending that the District hire an IT person, to review, provide technology recommendations and coordinate the potential transition to hybrid meetings.

**Business Action Item**

**5.F. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS AND ADHOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01.**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.F. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS AND AD-HOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01.**

#### Summary:

On an annual basis, the Board Chairperson appoints members to the Budget and Water Committees, subject to approval by the Board.

Additionally, the Financial Investment Policy that was adopted by the Board on September 6, 2022 requires the Board of Directors to appoint the Finance Committee members annually. The Finance Committee, shall consist of two (2) sitting Board members appointed by the Chairperson with Board approval.

The Board may wish to review the need for existing ad-hoc committees and either assign new tasks or dissolve any existing ad-hoc committees. The Board could also choose to assign new tasks to the existing standing committees. For example, the a subtask for the budget committee could be to administer the finance policy.

The committee members are as follows:

#### Existing Standing Committee Members:

Water Committee: Chuck Grash, Albert Barretto

Budget Committee: Miguel Sandoval, Daniel de la Rosa

#### Existing Ad-Hoc Committee Members:

Hurlbert Negotiation: Jacqueline Diamond, Karina Tiwana

Coastal Hazard Response Plan: Gwen Kellas, Daniel de la Rosa

#### Misc. Items:

Parking on District Streets Committee: Michael Donahue

## Discussion:

The Board Chairperson may request public comment from any person interested in being on either the Water or Budget Committee. Following public comment and any discussion from the Board, the Board Chairperson shall appoint committee members.

The Policy & Procedures manual pertaining to the standing committees and ad-hoc committees is referenced below:

**13.01 Standing Committees.** The District has the following standing committees:

- Budget/Finances – This committee shall be concerned with the financial management of the District, including the preparation of an annual budget and major expenditures.
- Water/Facility – This committee shall be concerned with the formulation of plans for arranging, realizing, and/or achieving the District’s goals in regard to alternative water sources and facility maintenance and upgrades.

**13.02 General Rules Governing Committees.** The Chairperson of the Board of Directors shall appoint one (1) or two (2) Board members and three (3) to five (5) members of the public to serve on the Standing Committees subject to Board approval. The Chairperson of the Board of Directors shall publicly announce the members of the standing committees for the ensuing year at the next regular Board meeting following the appointment of the Chairperson of the Board of Directors. Committees shall be governed by the following policies and rules.

- At its first meeting, each Standing Committee shall select a Chairperson, who shall be one of the Board members on the committee.
- No more than two Directors of the Board shall serve on any one Committee. Other Directors may attend Committee meetings as *observers* in accordance with the Brown Act. As observers the Board members may not ask questions or make statements while attending the meeting, nor may they sit in the special chairs on the dais while attending the meeting. As observers the Board members have no authority to participate in any way in Committee discussions.
- Committees should focus on matters that typically require extensive research and review.
- A Committee may take no action. Recommendations for formal action by the Board of Directors are made in the Committee reports.
- Any Committee that is appointed by action of the Board of Directors and/or has members of the public serving on the Committee shall then come under the posting requirements of the Brown Act and shall be open to the public.
- The meetings of Standing Committees shall be held when called by the Chairperson of the Standing Committee, other Director member, or the Board Chairperson.
- Duties and Functions: At the time the Chairperson of the Board of Directors forms the Standing Committee, he/she shall give instructions as to the duties for each Committee. Additional duties and functions may be delegated by the Chairperson, as need arises, subject to Board approval.

- The Committee shall give a report at the regular meeting of the Board of Directors and if a need to take action should arise, the Committee shall bring a recommendation to the Board of Directors at any duly noticed meeting. The Committee Chairperson shall notify the General Manager of items to be placed on the agenda where action is needed one week prior to the meeting if possible.

**13.03 Ad Hoc Committees.** Ad hoc Committees may be created by the Board of Directors to undertake special assignments on behalf of the Board. An ad hoc Committee shall exist for a specified term or until its special assignments are completed, whichever comes first, but its existence may be extended for an added term or added assignments by action of the Board. Unless otherwise specified, members of an ad hoc Committee shall be appointed by the Chairperson of the Board, subject to Board approval, and shall serve at the Board's pleasure.

Recommendation:

After the Board Chairperson makes appointments to the standing committees, Staff recommends a motion to approve the appointments. After discussion and consideration of Ad-Hoc committees the Board may choose to make changes to the Ad-Hoc committees. The Board may also wish to consider replacing the Budget Committee for the newly formed Finance Committee.

Enc: Exhibit "A" from the Financial Investment Policy



**AGENDA ITEM:** _____

**DATE:** _____

**Action** _____

**EXHIBIT "A"**

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

**Investment Policy**

**Roles and Responsibilities of Investment Team**

**BOARD OF DIRECTORS**

1. Shall meet bi-annually to review all data and information provided and to establish the investment or reinvestment limits for instruments and securities.
2. Shall review and approve monthly financial and investment reports.
3. Shall annually review, and if necessary, revise the Investment Policy.
4. Shall appoint the Finance Committee members annually.
5. Shall take immediate action to rectify any unlawful investment activities.

**FINANCE COMMITTEE**

1. This Committee shall consist of two (2) sitting Board members appointed by the Chairman with Board approval and the District's General Manger/Investment Officer. Authority to manage the investment program is vested in the Finance Committee.
2. The Finance Committee, with the advice of investment brokers and registered investment advisors, shall authorize the purchase of investments and securities within the monetary limits established by the Board of Directors.
3. The Finance Committee shall work together to receive and disseminate the information concerning the investment or reinvestment of funds.
4. Shall make recommendations to the Board as to investment strategies.
5. Is responsible for the overall management and operation of the investment program and shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with the Districts' Policy.

**DISTRICT MANAGER/INVESTMENT OFFICER**

1. Shall monitor, with the assistance of the District's council, the investment activities of the District to ensure compliance with all applicable California Government Codes, law and regulations.
2. Shall, with the assistance of the District's council, stay informed of legislation and investment activity of the District to ensure that this policy, all applicable California Government Codes, laws, regulations and the Board's directives are complied with.
3. Shall facilitate transfer of monies between funds and investment institutions, as authorized under this policy, and as directed by the Board of Directors and Finance Committee.
4. Shall monitor the budget tot forecast cash flow requirements.

5. Shall, with the assistance of the District's council, inform the Board of Directors and the Finance Committee of any changes in legislation that might affect this policy, or any activity that does not conform to this policy, applicable California Government Codes, laws or regulations.
6. Shall maintain records and reports of all investment transactions and activity.
7. Shall attempt to match District investments with anticipated cash flow requirements.
8. Shall prepare an investment report at least quarterly that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter.

#### **INVESTMENT BROKERS AND REGISTERED INVESTMENT ADVISORS (OUTSIDE CONSULTANTS)**

1. Shall provide recommendations to the District Manager/Investment Officer Finance Committee and the Board of Directors to aid in Investment decisions.
2. Shall ensure that all transactions handled by his or her company, on behalf of the District, follow all applicable California Government Codes, District Investment Policy, and all applicable laws and regulations.
3. Shall coordinate all activity through, and take direction from the District's Manager/Investment Officer, Finance Committee and Board of Directors as authorized by this policy and Board action, so long as the direction does not violate any applicable California Government Code, District Investment Policy, or any other applicable laws or regulations.
4. Shall provide comprehensive written monthly reports that reflect all activities and the status of investment under his or her control. Such reports which may be provided by the account custodian or other third party shall be delivered to the District office no later than the tenth day of the month following the reporting period.
5. Shall not self-custody any of the District's assets without the specific and explicit approval of the Board of Directors.

#### **DISTRICT'S AUDITOR (OUTSIDE CONSULTANT)**

1. Shall examine records of the various accounts and investments of the District on an annual basis to ensure compliance with this policy and all applicable California Government Codes, and in accordance with all applicable accounting principles and auditing standards.
2. Shall notify and report to the District Manager/Investment Officer, Finance Committee and the Board of Directors of any discrepancies.

**Business Action Item**

**5.G. DISCUSSION AND REVIEW OF THE 2023 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT.**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.G. DISCUSSION AND REVIEW OF THE 2023 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT.**

#### Summary:

Included is a copy of the 2022 - 2023 list of goals and priorities for the San Simeon CSD. The previous list is presented so that the Board can provide direction to both legal counsel and GES Staff related to the creation of the 2023 list.

Enc: 2022 - 2023 List of goals and priorities

## San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452

(805) 927-4778 Fax (805) 927-0399

### 2022 - 2023 Infrastructure Project List Goals & Priorities

Item No.	Priority	Description	Assigned	Status
1	1	CHRP (Coastal Hazard Response Plan)	Dudek	Conducting Public Outreach & preparing CHRP.
2	1	IFMP (Instream Flow Management Plan)	Stillwater	Final Rpt submitted to SSCSD Board Jan 10, 2023.
3	1	UWMP (Urban Water Management Plan)	Akel	Completed.
4	2	WWTP Ocean Outfall Repair	Brennen	Padre is working on permitting.
5	2	Pipe Bridge inspection & painting	A&V	Project changed to bridge replacement. Ashley & Vance at 30% design.
6	2	Reservoir / Tank Project	TBD	Currently 95% design.
7	3	Rate Study	RCAC CRWA	Draft Water and Wastewater rates ready for Budget Committee meeting
8	3	Water Supply Generator Replacement Project	RNM	Criscom pursuing grant funding.

List of Request for Proposals (RFP) / quotes needed:

1. ~~RFP - Environmental / Grant / Permitting support~~
2. RFP - 2000 Series
3. ~~RFP - Audit services~~
4. RFP - Operations and maintenance services
5. ~~RFP - Ocean outfall repair~~

**Business Action Item**

**5.H. REVIEW AND APPROVAL OF THE HEARST  
CORPORATION/SSCSD LIMITED TERM ENCROACHMENT EASEMENT  
AGREEMENT.**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 5.H. REVIEW AND APPROVAL OF THE HEARST CORPORATION/SSCSD LIMITED TERM ENCROACHMENT EASEMENT AGREEMENT.**

#### Summary:

The SSCSD Board previously approved this document at the January 2021 Board meeting. The attached agreement has been approved by the Wildlife Conservation Board, with minor modifications.

#### Recommendation:

The Board may wish to approve the limited term encroachment easement agreement for the RO facility.

Enc: Compare Limited Term Agreements – Redlined  
Limited Term Encroachment Easement – Clean  
Hearst Easement Area Map

RECORD AT REQUEST OF AND RETURN TO:

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

No Fee Document – Per Govt. Code Sec. 6103 & 27383  
No County Transfer Tax Per R & T Code 11922

APNs: Portions of APNs 013-041-014 &  
013-011-024

Space Above This Line for Recorder’s Use

**GRANT OF LIMITED TERM ENCROACHMENT EASEMENT AND AGREEMENT**

This GRANT OF LIMITED TERM ENCROACHMENT EASEMENT AND AGREEMENT (the “**Agreement**”), dated _____ for reference purposes only, is made and entered into by and between **HEARST HOLDINGS, INC.**, a Delaware corporation (“**Hearst**” or “**Grantor**”), and **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a California special district (“**District**” or “**Grantee**”).

**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 (“**Rangeland Trust**”), 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 October 2015, the District commenced construction of certain Potable Water Well Head Treatment Project (the “**Project**”) improvements including a reverse osmosis facility (collectively, the “**Water Treatment Facility**”), and completed construction of the Water Treatment Facility on or about April 2016. Since completion of the Water Treatment Facility, the District has been using the Water Treatment Facility for active water treatment operations and services as part of the Project (the “**Public Utilities Purposes**”).



D. In July 2020, Hearst and the District discovered that a portion of the Water Treatment Facility encroaches (the “**Encroachment**”) on an approximate 560 square foot portion of the Conservation Property (the “**Encroaching Facility Footprint**”).

E. As an interim measure, Hearst and the District entered into that certain Revocable Encroachment License Agreement effective as of October 26, 2020 (the “**License Agreement**”), by which Hearst granted to District a license to temporarily leave the existing Encroachment on the Encroaching Facility Footprint pending completion and recordation of this Agreement.

F. District desires to obtain from Hearst, and Hearst has agreed to grant to District, an easement to allow the existing Encroachment to remain on the Encroaching Facility Footprint within an approximate 2,693 square foot portion of the Conservation Property more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference (the “**Encroachment Area**”) for so long as the District continues to use the Encroachment for the Public Utilities Purposes, 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 covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Easement Terms.**

(a) **Grant of Easement.** Subject to the terms and conditions of this Agreement, Hearst hereby grants to the District an easement (the “**Easement**”) on, over and across the Encroachment Area for the sole and exclusive purpose of allowing the Encroachment to remain in its current location within the Encroaching Facility Footprint for so long as the District (i) continues to use the Encroachment for the Public Utilities Purposes in a manner substantially similar to the District’s manner of use thereof as of the date of this Agreement; and (ii) uses the remainder of the Encroachment Area (the “**Access Area**”) solely for access to and from the Encroachment as part of the Public Utilities Purposes, and the Access Area remains vacant and is not used for any other purpose including any storage or other improvements.

(b) **Term.** The term of the Easement and this Agreement (the “**Term**”) shall commence on the date that this Agreement is recorded in the Official Records of San Luis Obispo County, California (the “**Effective Date**”), and continue until the earlier of: (i) written notice by District to Hearst that the District has ceased to use the Easement for the Public Utilities Purposes as provided in Section 1(a) above; (ii) the District ceases to use the Easement for Public Utilities Purposes as provided in Section 1(a) above for a period of twelve (12) consecutive months; or (iii) any termination pursuant to Section 5 below.

(c) **Acknowledgements and Release by District.** In addition to Section 7 below, District acknowledges and agrees that, in consideration of the grant of the Easement 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 that certain survey report dated August 18, 2020, prepared by Wallace Group, a copy of which has previously been provided by Hearst to the District; 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) Encroachment Fee. As additional consideration for the grant of the Easement by Hearst to District as provided herein, commencing on the Effective Date, District covenants and agrees to pay to Hearst an annual encroachment fee (the “**Encroachment Fee**”) as provided in this Section 1(d). The Encroachment Fee shall be payable in advance on the Effective Date and thereafter on each anniversary of the Effective Date through the Term. The amount of the first Encroachment Fee payment shall be Five Thousand Dollars (\$5,000.00). Commencing on the first anniversary of the Effective Date, the amount of each annual Encroachment Fee shall automatically increase two percent (2%) over the Encroachment Fee for the immediately preceding year. For the avoidance of doubt and as an example of such automatic Encroachment Fee increase during the Term, the annual Encroachment Fee for the first three (3) years of the Term shall be as follows:

<i>Annual Encroachment Fee</i>		
<i>Payment No.</i>	<i>Due Date</i>	<i>Amount</i>
1	Effective Date	\$5,000.00
2	1 st Anniversary of Effective Date	\$5,100.00
3	2 nd Anniversary of Effective Date	\$5,202.50

(e) Reimbursement of Damages Resulting from Encroachment. As a direct result of the Encroachment, Hearst incurred damages as more particularly set forth in the License Agreement. Hearst and District acknowledge and agree that, as of the Effective Date, the payment obligations of District under the License Agreement (including, without limitation, Section 1(e) of the License Agreement) have been satisfied in full. As additional consideration for the grant of the Easement by Hearst to District as provided herein, District shall pay to Hearst all additional damages, including, without limitation, any and all liabilities of Hearst to Rangeland Trust under the Conservation Easement Agreement for impairment to Conservation Values (as defined in the Conservation Easement Agreement), incurred by Hearst during the 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 Easement and this Agreement.

(f) Termination of License Agreement. Subject to and conditioned upon recordation of this Agreement as provided in Section 1(b) above, Hearst and the District hereby agree that this Agreement shall replace the License Agreement, and the License Agreement shall terminate as of the Effective Date.

2. **Additional Covenants and Acknowledgements by the District.**

(a) Compliance with Conservation Easement. District acknowledges and agrees that: (i) the Encroachment Area is encumbered by the Conservation Easement; (ii) this Agreement, including but not limited to the District's rights pursuant to Section 1 above, is subordinate and subject to the Conservation Easement Agreement; and (iii) in performing its activities and obligations under this Agreement (including, without limitation, removal and reclamation pursuant to Section 6(a) below), District shall comply with all applicable provisions of the Conservation Easement Agreement. The parties acknowledge and agree that the District's acceptance of the grant of the Easement as provided herein does not constitute an assumption of any of the affirmative obligations of Hearst with respect to the Encroachment Area under the Conservation Easement Agreement; provided, however, District shall cooperate with Hearst, at District's sole cost and expense, in connection with Hearst's performance of its affirmative obligations with respect to the Encroachment Area under the Conservation Easement Agreement.

(b) Compliance with Laws. District shall perform its activities and obligations under this Agreement in a good and workmanlike manner, shall keep the Encroachment Area in neat, clean, orderly and safe condition at all times, and shall, at its sole cost and expense, comply with all applicable federal, state or local laws, regulations, decisions or orders of courts, administrative bodies or governmental agencies, ordinances, codes, permits or permit conditions, currently existing and as amended, enacted, issued, adopted or imposed in the future.

(c) Mechanic's Liens. District shall keep the Encroachment Area free and clear of all mechanic's liens or other liens resulting from the District's exercise of its rights pursuant to this Agreement and will promptly pay and discharge any such liens; provided, however, District will have the right to contest the correctness or the validity of any such lien, if immediately on demand of Hearst, District procures and records a lien release bond that meets the requirements of California Civil Code Section 8424 and will provide for the payment of such sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

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 and District's use of the Encroachment Area and the undertaking of the Project. 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 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, and assigns as an additional insured for ongoing and completed operations and Rangeland Trust 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, and 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 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. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Agreement. Not less frequently than every five (5) years, Hearst and the District shall cooperate in determining an appropriate increase, to adjust for inflation, in the limit of the insurance coverage maintained by the District under this Agreement. Thereafter, the District shall obtain and maintain in effect such increased coverage until the next such adjustment.

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, or breaches any covenant, condition or term of this Agreement (including, without limitation Section 1(a) above), Hearst shall, in addition to any other remedies available at law or in equity, have the right to immediately terminate the Easement and this Agreement.

(b) If District fails to make any payment to Hearst when due as provided in under this Agreement, 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 the District 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 18 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. **District Obligations Upon Termination.**

(a) **Removal and Reclamation.**

(i) Within twelve (12) months (the "**Removal Period**") after any termination of the Easement and this Agreement as provided in this Agreement (the "**Termination**"), ~~Grantee~~District shall, at its sole cost and expense, remove all improvements and facilities from the Encroachment Area (the "**Removal**"). The Removal shall include, without limitation, removal of all above-ground structures and the upper portion of foundations, and removal of all below-ground structures to a depth of thirty-six (36) inches below grade or greater if ~~Grantor~~Hearst has a valid reason that would require removal of structures greater than 36 inches; provided that any of the foregoing that contain any materials then known to be harmful to the environment or health shall be completely removed, regardless of the depth. Foundations shall be ground to thirty-six (36) inches below grade, unless ~~Grantor~~Hearst has a valid reason that would require removal greater than 36 inches, and the foundation sites re-graded, as applicable. Cables and conduits more than thirty-six (36) inches below grade may be abandoned in place provided they do not contain any materials then known to be harmful to the environment or health, unless ~~Grantor~~Hearst has a valid reason that would require removal greater than 36 inches. All unsalvageable materials shall be disposed of by ~~Grantee~~District at authorized sites in accordance with all applicable present or future federal, state or local laws, statutes, codes, ordinances, rules regulations, decrees, orders and other such requirements. Site reclamation shall be based on site-specific requirements and techniques commonly employed at the time the area shall be reclaimed, including grading and removal of gravel. The failure of ~~Grantee~~District to remove, raze or demolish any improvement within the Removal Period as provided herein shall be deemed an abandonment of the improvements to ~~Grantor~~Hearst, and ~~Grantor~~Hearst shall have the right to keep such improvements and to charge ~~Grantee~~District, and ~~Grantee~~District agrees to reimburse ~~Grantor~~Hearst, for all costs and expenses incurred by ~~Grantor~~Hearst to remove, raze or demolish the improvements or any part thereof to the standard set forth above. In such event, ~~Grantor~~Hearst shall be entitled to the entire salvage value of the improvements, without accounting to ~~Grantee~~District for such value. All Removal and reclamation shall be conducted and completed in compliance with all applicable present or future federal, state or local laws, statutes, codes, ordinances, rules regulations, decrees, orders and other such requirements and all applicable provisions of agreements of record as of the Effective Date, including, without limitation, the Conservation Easement.

(ii) In the event of the Termination as provided above, then notwithstanding any other term or provision of this Agreement, and notwithstanding such ~~Termination~~ of this Agreement, until ~~Grantee's District's~~ completion of the Removal as provided in the preceding subsection 6(a)(i) then: (A) ~~Grantee District~~ shall remain bound by and obligated under the terms, covenants and provisions of this Agreement, and (B) ~~Grantee's District's~~ rights under this Agreement shall extinguish, except that ~~Grantee District~~ shall have the continued license and right to access the Encroachment Area solely for the purpose of completing the Removal.

(b) Recordation of Quitclaim. Upon the Termination as provided above, ~~Grantee District~~ shall execute, acknowledge and deliver to ~~Grantor Hearst~~, within ten (10) business days after written demand from ~~Grantor Hearst~~ to ~~Grantee District~~, any quitclaim deed, termination agreement, cancellation and surrender agreement, affidavit, petition, or other document required by any reputable title company selected by ~~Grantor Hearst~~, licensed to operate in ~~the~~ California, to remove any cloud or encumbrance on the Conservation Property created by this Agreement. ~~Grantee District~~ irrevocably appoints ~~Grantor Hearst~~ as attorney-in-fact of ~~Grantee District~~, with full powers, at ~~Grantee's District's~~ cost and expense, to perform the obligations of ~~Grantee District~~ under this paragraph upon the expiration of the ten (10) business day period described in this paragraph. ~~Grantee's District's~~ obligations under this paragraph shall survive the Termination.

7. **District's Use and Liability; Release of Hearst.** District hereby releases Hearst from any liability arising from the District exercising its rights under this Agreement and the District's undertaking of the Project. Furthermore, District agrees to assume responsibility for any damages to the Encroachment Area caused by reason of the District's use of the Easement and Encroachment Area under this Agreement. With respect to the release provided in this Section by the District, the District acknowledges that it has been advised by legal counsel and that the District waives the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

District, on behalf of itself and for its successors and permitted assigns, expressly, knowingly, and voluntarily waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and any analogous state or federal law or regulation, and in so doing, understands and acknowledges the significance and consequence of such specific waiver.

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-, with a courtesy copy of same to be delivered to Rangeland Trust. 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: Controller

~~Email: _____@hearst.com~~ Email: [klotoole@hearst.com](mailto:klotoole@hearst.com)

To District:

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

~~Email: [admin@sansimeoncsd.org](mailto:admin@sansimeoncsd.org)~~ Email: [admin@sansimeoncsd.org](mailto:admin@sansimeoncsd.org)

[To Rangeland Trust:](#)

[California Rangeland Trust](#)  
[1225 H Street](#)  
[Sacramento, CA 95814](#)  
[Attn: Stewardship Director](#)  
[Email: jflatt@rangelandtrust.org](mailto:jflatt@rangelandtrust.org)

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. **Further Assurances.** Each of the parties agrees to perform any and all further acts and to execute and deliver any documents that may reasonably be necessary to carry out the provisions of this Agreement.

11. **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.

12. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Hearst and the District pertaining to the subject matter contained in it and, subject to Section 1(f) above, supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement may be amended, modified or supplemented only by written agreement of Hearst and the District and prior written consent of Rangeland Trust. 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.

13. **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.

14. **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.

15. **Binding on Successors.** This Agreement shall be binding upon the parties, permitted assigns and other successors in interest.

16. **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.

17. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in Superior Court in San Luis Obispo County, California, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

18. **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.



19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of San Luis Obispo County, California.

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:

**CONSENT OF CONSERVATION EASEMENT HOLDER**

Rangeland Trust, as holder of the Conservation Easement under the Conservation Easement Agreement, hereby consents to and approves of the grant of the Easement as set forth in the foregoing Agreement, in accordance with the Conservation Easement Agreement. Capitalized terms used in this Consent shall have the meanings ascribed to them in the foregoing Agreement.

**RANGELAND TRUST:**

CALIFORNIA RANGELAND TRUST, a  
California nonprofit public benefit  
corporation

By: _____ Dated: _____  
Name:  
Title:

*****

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA                    )  
COUNTY OF SAN LUIS OBISPO    )SS.

Certificate of Acceptance

This is to certify that the SAN SIMEON COMMUNITY SERVICES DISTRICT, a California special district, hereby accepts the interest in real property conveyed by the foregoing Grant of Limited Term Encroachment Easement and Agreement and consents to the recordation thereof.

Dated: _____

_____  
Name:  
Title:

*****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

County of _____ )

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

County of _____ )

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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(Seal)

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State of California )

)

County of _____ )

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**DESCRIPTION OF ENCROACHMENT AREA**

The real property referred to in this Agreement as the “Encroachment Area,” is located in San Luis Obispo County, California, and more particularly described as follows:

(See attached)

*~~[Review Note: Legal description as Exhibit A and plat map as Exhibit B to be finalized and included.]~~*

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5 Third Street, Suite 200  
San Francisco, CA 94103-3202  
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This GRANT OF LIMITED TERM ENCROACHMENT EASEMENT AND AGREEMENT (the “**Agreement**”), dated _____ for reference purposes only, is made and entered into by and between **HEARST HOLDINGS, INC.**, a Delaware corporation (“**Hearst**” or “**Grantor**”), and **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a California special district (“**District**” or “**Grantee**”).

**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 (“**Rangeland Trust**”), 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 October 2015, the District commenced construction of certain Potable Water Well Head Treatment Project (the “**Project**”) improvements including a reverse osmosis facility (collectively, the “**Water Treatment Facility**”), and completed construction of the Water Treatment Facility on or about April 2016. Since completion of the Water Treatment Facility, the District has been using the Water Treatment Facility for active water treatment operations and services as part of the Project (the “**Public Utilities Purposes**”).

D. In July 2020, Hearst and the District discovered that a portion of the Water Treatment Facility encroaches (the “**Encroachment**”) on an approximate 560 square foot portion of the Conservation Property (the “**Encroaching Facility Footprint**”).

E. As an interim measure, Hearst and the District entered into that certain Revocable Encroachment License Agreement effective as of October 26, 2020 (the “**License Agreement**”), by which Hearst granted to District a license to temporarily leave the existing Encroachment on the Encroaching Facility Footprint pending completion and recordation of this Agreement.

F. District desires to obtain from Hearst, and Hearst has agreed to grant to District, an easement to allow the existing Encroachment to remain on the Encroaching Facility Footprint within an approximate 2,693 square foot portion of the Conservation Property more particularly described in **Exhibit A** and depicted in **Exhibit B**, attached hereto and incorporated herein by this reference (the “**Encroachment Area**”) for so long as the District continues to use the Encroachment for the Public Utilities Purposes, 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 covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Easement Terms.**

(a) **Grant of Easement.** Subject to the terms and conditions of this Agreement, Hearst hereby grants to the District an easement (the “**Easement**”) on, over and across the Encroachment Area for the sole and exclusive purpose of allowing the Encroachment to remain in its current location within the Encroaching Facility Footprint for so long as the District (i) continues to use the Encroachment for the Public Utilities Purposes in a manner substantially similar to the District’s manner of use thereof as of the date of this Agreement; and (ii) uses the remainder of the Encroachment Area (the “**Access Area**”) solely for access to and from the Encroachment as part of the Public Utilities Purposes, and the Access Area remains vacant and is not used for any other purpose including any storage or other improvements.

(b) **Term.** The term of the Easement and this Agreement (the “**Term**”) shall commence on the date that this Agreement is recorded in the Official Records of San Luis Obispo County, California (the “**Effective Date**”), and continue until the earlier of: (i) written notice by District to Hearst that the District has ceased to use the Easement for the Public Utilities Purposes as provided in Section 1(a) above; (ii) the District ceases to use the Easement for Public Utilities Purposes as provided in Section 1(a) above for a period of twelve (12) consecutive months; or (iii) any termination pursuant to Section 5 below.

(c) **Acknowledgements and Release by District.** In addition to Section 7 below, District acknowledges and agrees that, in consideration of the grant of the Easement 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 that certain survey report dated August 18, 2020, prepared by Wallace Group, a copy of which has previously been provided by Hearst to the District; 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) Encroachment Fee. As additional consideration for the grant of the Easement by Hearst to District as provided herein, commencing on the Effective Date, District covenants and agrees to pay to Hearst an annual encroachment fee (the “**Encroachment Fee**”) as provided in this Section 1(d). The Encroachment Fee shall be payable in advance on the Effective Date and thereafter on each anniversary of the Effective Date through the Term. The amount of the first Encroachment Fee payment shall be Five Thousand Dollars (\$5,000.00). Commencing on the first anniversary of the Effective Date, the amount of each annual Encroachment Fee shall automatically increase two percent (2%) over the Encroachment Fee for the immediately preceding year. For the avoidance of doubt and as an example of such automatic Encroachment Fee increase during the Term, the annual Encroachment Fee for the first three (3) years of the Term shall be as follows:

<i>Annual Encroachment Fee</i>		
<i>Payment No.</i>	<i>Due Date</i>	<i>Amount</i>
1	Effective Date	\$5,000.00
2	1 st Anniversary of Effective Date	\$5,100.00
3	2 nd Anniversary of Effective Date	\$5,202.50

(e) Reimbursement of Damages Resulting from Encroachment. As a direct result of the Encroachment, Hearst incurred damages as more particularly set forth in the License Agreement. Hearst and District acknowledge and agree that, as of the Effective Date, the payment obligations of District under the License Agreement (including, without limitation, Section 1(e) of the License Agreement) have been satisfied in full. As additional consideration for the grant of the Easement by Hearst to District as provided herein, District shall pay to Hearst all additional damages, including, without limitation, any and all liabilities of Hearst to Rangeland Trust under the Conservation Easement Agreement for impairment to Conservation Values (as defined in the Conservation Easement Agreement), incurred by Hearst during the 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 Easement and this Agreement.

(f) Termination of License Agreement. Subject to and conditioned upon recordation of this Agreement as provided in Section 1(b) above, Hearst and the District hereby agree that this Agreement shall replace the License Agreement, and the License Agreement shall terminate as of the Effective Date.

2. **Additional Covenants and Acknowledgements by the District.**

(a) Compliance with Conservation Easement. District acknowledges and agrees that: (i) the Encroachment Area is encumbered by the Conservation Easement; (ii) this Agreement, including but not limited to the District's rights pursuant to Section 1 above, is subordinate and subject to the Conservation Easement Agreement; and (iii) in performing its activities and obligations under this Agreement (including, without limitation, removal and reclamation pursuant to Section 6(a) below), District shall comply with all applicable provisions of the Conservation Easement Agreement. The parties acknowledge and agree that the District's acceptance of the grant of the Easement as provided herein does not constitute an assumption of any of the affirmative obligations of Hearst with respect to the Encroachment Area under the Conservation Easement Agreement; provided, however, District shall cooperate with Hearst, at District's sole cost and expense, in connection with Hearst's performance of its affirmative obligations with respect to the Encroachment Area under the Conservation Easement Agreement.

(b) Compliance with Laws. District shall perform its activities and obligations under this Agreement in a good and workmanlike manner, shall keep the Encroachment Area in neat, clean, orderly and safe condition at all times, and shall, at its sole cost and expense, comply with all applicable federal, state or local laws, regulations, decisions or orders of courts, administrative bodies or governmental agencies, ordinances, codes, permits or permit conditions, currently existing and as amended, enacted, issued, adopted or imposed in the future.

(c) Mechanic's Liens. District shall keep the Encroachment Area free and clear of all mechanic's liens or other liens resulting from the District's exercise of its rights pursuant to this Agreement and will promptly pay and discharge any such liens; provided, however, District will have the right to contest the correctness or the validity of any such lien, if immediately on demand of Hearst, District procures and records a lien release bond that meets the requirements of California Civil Code Section 8424 and will provide for the payment of such sum that the claimant may recover on the claim (together with costs of suit, if it recovers in the action).

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 and District's use of the Encroachment Area and the undertaking of the Project. 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 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, and assigns as an additional insured for ongoing and completed operations and Rangeland Trust 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, and 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 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. The foregoing insurance requirements do not replace, waive, alter or limit the hold harmless or indemnification provisions of this Agreement. Not less frequently than every five (5) years, Hearst and the District shall cooperate in determining an appropriate increase, to adjust for inflation, in the limit of the insurance coverage maintained by the District under this Agreement. Thereafter, the District shall obtain and maintain in effect such increased coverage until the next such adjustment.

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, or breaches any covenant, condition or term of this Agreement (including, without limitation Section 1(a) above), Hearst shall, in addition to any other remedies available at law or in equity, have the right to immediately terminate the Easement and this Agreement.

(b) If District fails to make any payment to Hearst when due as provided in under this Agreement, 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 the District 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 18 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. **District Obligations Upon Termination.**

(a) **Removal and Reclamation.**

(i) Within twelve (12) months (the "**Removal Period**") after any termination of the Easement and this Agreement as provided in this Agreement (the "**Termination**"), District shall, at its sole cost and expense, remove all improvements and facilities from the Encroachment Area (the "**Removal**"). The Removal shall include, without limitation, removal of all above-ground structures and the upper portion of foundations, and removal of all below-ground structures to a depth of thirty-six (36) inches below grade or greater if Hearst has a valid reason that would require removal of structures greater than 36 inches; provided that any of the foregoing that contain any materials then known to be harmful to the environment or health shall be completely removed, regardless of the depth. Foundations shall be ground to thirty-six (36) inches below grade, unless Hearst has a valid reason that would require removal greater than 36 inches, and the foundation sites re-graded, as applicable. Cables and conduits more than thirty-six (36) inches below grade may be abandoned in place provided they do not contain any materials then known to be harmful to the environment or health, unless Hearst has a valid reason that would require removal greater than 36 inches. All unsalvageable materials shall be disposed of by District at authorized sites in accordance with all applicable present or future federal, state or local laws, statutes, codes, ordinances, rules regulations, decrees, orders and other such requirements. Site reclamation shall be based on site-specific requirements and techniques commonly employed at the time the area shall be reclaimed, including grading and removal of gravel. The failure of District to remove, raze or demolish any improvement within the Removal Period as provided herein shall be deemed an abandonment of the improvements to Hearst, and Hearst shall have the right to keep such improvements and to charge District, and District agrees to reimburse Hearst, for all costs and expenses incurred by Hearst to remove, raze or demolish the improvements or any part thereof to the standard set forth above. In such event, Hearst shall be entitled to the entire salvage value of the improvements, without accounting to District for such value. All Removal and reclamation shall be conducted and completed in compliance with all applicable present or future federal, state or local laws, statutes, codes, ordinances, rules regulations, decrees, orders and other such requirements and all applicable provisions of agreements of record as of the Effective Date, including, without limitation, the Conservation Easement.

(ii) In the event of the Termination as provided above, then notwithstanding any other term or provision of this Agreement, and notwithstanding such

Termination of this Agreement, until District's completion of the Removal as provided in the preceding subsection 6(a)(i) then: (A) District shall remain bound by and obligated under the terms, covenants and provisions of this Agreement, and (B) District's rights under this Agreement shall extinguish, except that District shall have the continued license and right to access the Encroachment Area solely for the purpose of completing the Removal.

(b) Recordation of Quitclaim. Upon the Termination as provided above, District shall execute, acknowledge and deliver to Hearst, within ten (10) business days after written demand from Hearst to District, any quitclaim deed, termination agreement, cancellation and surrender agreement, affidavit, petition, or other document required by any reputable title company selected by Hearst, licensed to operate in California, to remove any cloud or encumbrance on the Conservation Property created by this Agreement. District irrevocably appoints Hearst as attorney-in-fact of District, with full powers, at District's cost and expense, to perform the obligations of District under this paragraph upon the expiration of the ten (10) business day period described in this paragraph. District's obligations under this paragraph shall survive the Termination.

7. District's Use and Liability; Release of Hearst. District hereby releases Hearst from any liability arising from the District exercising its rights under this Agreement and the District's undertaking of the Project. Furthermore, District agrees to assume responsibility for any damages to the Encroachment Area caused by reason of the District's use of the Easement and Encroachment Area under this Agreement. With respect to the release provided in this Section by the District, the District acknowledges that it has been advised by legal counsel and that the District waives the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

District, on behalf of itself and for its successors and permitted assigns, expressly, knowingly, and voluntarily waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542 and any analogous state or federal law or regulation, and in so doing, understands and acknowledges the significance and consequence of such specific waiver.

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, with a courtesy copy of same to be delivered to Rangeland Trust. 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: Controller  
Email: [klotoole@hearst.com](mailto:klotoole@hearst.com)

To District:

San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452  
Attn: Chairperson  
Email: [admin@sansimeoncsd.org](mailto:admin@sansimeoncsd.org)

To Rangeland Trust:

California Rangeland Trust  
1225 H Street  
Sacramento, CA 95814  
Attn: Stewardship Director  
Email: [jflatt@rangelandtrust.org](mailto:jflatt@rangelandtrust.org)

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. **Further Assurances.** Each of the parties agrees to perform any and all further acts and to execute and deliver any documents that may reasonably be necessary to carry out the provisions of this Agreement.

11. **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.

12. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Hearst and the District pertaining to the subject matter contained in it and, subject to Section 1(f) above, supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement may be amended, modified or supplemented only by written agreement of Hearst and the District and prior written consent of Rangeland Trust. 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.

13. **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.

14. **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.

15. **Binding on Successors.** This Agreement shall be binding upon the parties, permitted assigns and other successors in interest.

16. **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.

17. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal suit, action, or proceeding arising out of this Agreement shall be instituted in Superior Court in San Luis Obispo County, California, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

18. **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.

19. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of San Luis Obispo County, California.

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:

**CONSENT OF CONSERVATION EASEMENT HOLDER**

Rangeland Trust, as holder of the Conservation Easement under the Conservation Easement Agreement, hereby consents to and approves of the grant of the Easement as set forth in the foregoing Agreement, in accordance with the Conservation Easement Agreement. Capitalized terms used in this Consent shall have the meanings ascribed to them in the foregoing Agreement.

**RANGELAND TRUST:**

CALIFORNIA RANGELAND TRUST, a  
California nonprofit public benefit  
corporation

By: _____ Dated: _____  
Name:  
Title:

*****

**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA                    )  
COUNTY OF SAN LUIS OBISPO    )SS.

Certificate of Acceptance

This is to certify that the SAN SIMEON COMMUNITY SERVICES DISTRICT, a California special district, hereby accepts the interest in real property conveyed by the foregoing Grant of Limited Term Encroachment Easement and Agreement and consents to the recordation thereof.

Dated: _____

_____  
Name:  
Title:

*****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

County of _____ )

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California                    )  
                                                  )  
County of _____            )

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

)

County of _____ )

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**DESCRIPTION OF ENCROACHMENT AREA**

The real property referred to in this Agreement as the “Encroachment Area,” is located in San Luis Obispo County, California, and more particularly described as follows:

(See attached)



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**EXHIBIT A**  
**Legal Description**

A portion of Lot "A" of the Subdivisions of the Rancho San Simeon, as surveyed by V.H. Woods and delineated on the "Plat Showing Partition of that part of San Simeon Ro. owned by Ira Van Gorden S'r." filed in the office of the Recorder of San Luis Obispo County, California, on July 17th, 1899 in Book B at page 108 of Maps, also being portions of land owned by Hearst Holdings, Inc. as described in Certificates of Compliance recorded as Document Numbers 2002-028663 and Document No. 2002-055088 in the office of the County Recorder of San Luis Obispo County, California described as follows;

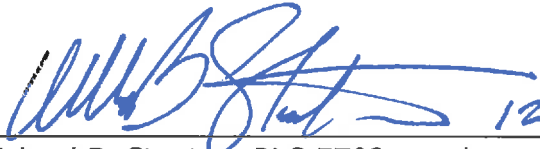
Beginning at the most northerly corner of the Arbuckle Tract as shown on the map filed May 22, 1952 in Book 6 of Records of Surveys at page 49 in said County Recorder's office, said point also being a 1" iron pipe with tag "RCE 6923" as shown on said map; thence

- 1) South 37° 46' 11" West along the northwest line of said Arbuckle Tract a distance of 26.82 feet to a 5/8" rebar with aluminum cap "LS5702" as shown on map filed in Book 117 of Records of Survey at Page 17; thence
- 2) North 31° 00' 43" West along the northeast line of Pico Ave. as shown on said Arbuckle Tract a distance of 32.25 feet to the east corner of property (Parcel One) granted to Rancho San Simeon Acres Service Corporation recorded on March 4, 1958 in Book 930 of Official Records at page 32 as witnessed by a 1" iron pipe with cap "LS 5702" as shown on map filed in Book 125 of Records of Surveys at page 62-63; thence continuing
- 3) North 31° 00' 43" West along the northeast line of Pico Ave. as shown on map of said Arbuckle Tract a distance of 32.13 feet to the most northerly corner of Pico Avenue as shown on map of said Arbuckle Tract and the most southerly corner of Hearst Holdings Inc. property described in Certificate of Compliance recorded as Document Number No. 2002-055088; thence
- 4) North 38° 17' 12" West along southwest line of said Hearst Holdings property a distance of 39.30 feet (said point lies North 38° 17' 12" West 1.00 feet from a 1" iron pipe with cap "LS 5702" per 125 RS 62-63); thence leaving said southwest line of Hearst Holdings Inc. property
- 5) North 47° 42' 01" East along an existing fence line a distance of 31.45 feet, thence
- 6) South 30° 30' 54" East along an existing fence line a distance of 99.82 feet to the Point of Beginning.

The basis of bearings for this survey was taken from the centerline of Avonne Avenue between found monuments at Pico Ave. and Pen Way as shown on Record of Survey filed in Book 125 at pages 62-63. Measured distances are on state plane grid, Zone 5. To obtain ground distances, multiply distances shown by the inverse of the combined scale factor of 1.00003312. All measured bearings shown are on grid. To obtain geodetic bearings, rotate bearings shown clockwise by 1° 47' 12".

The above-described parcel contains 2693 square feet and is graphically shown on Exhibit B attached hereto and made a part hereof.

* * *

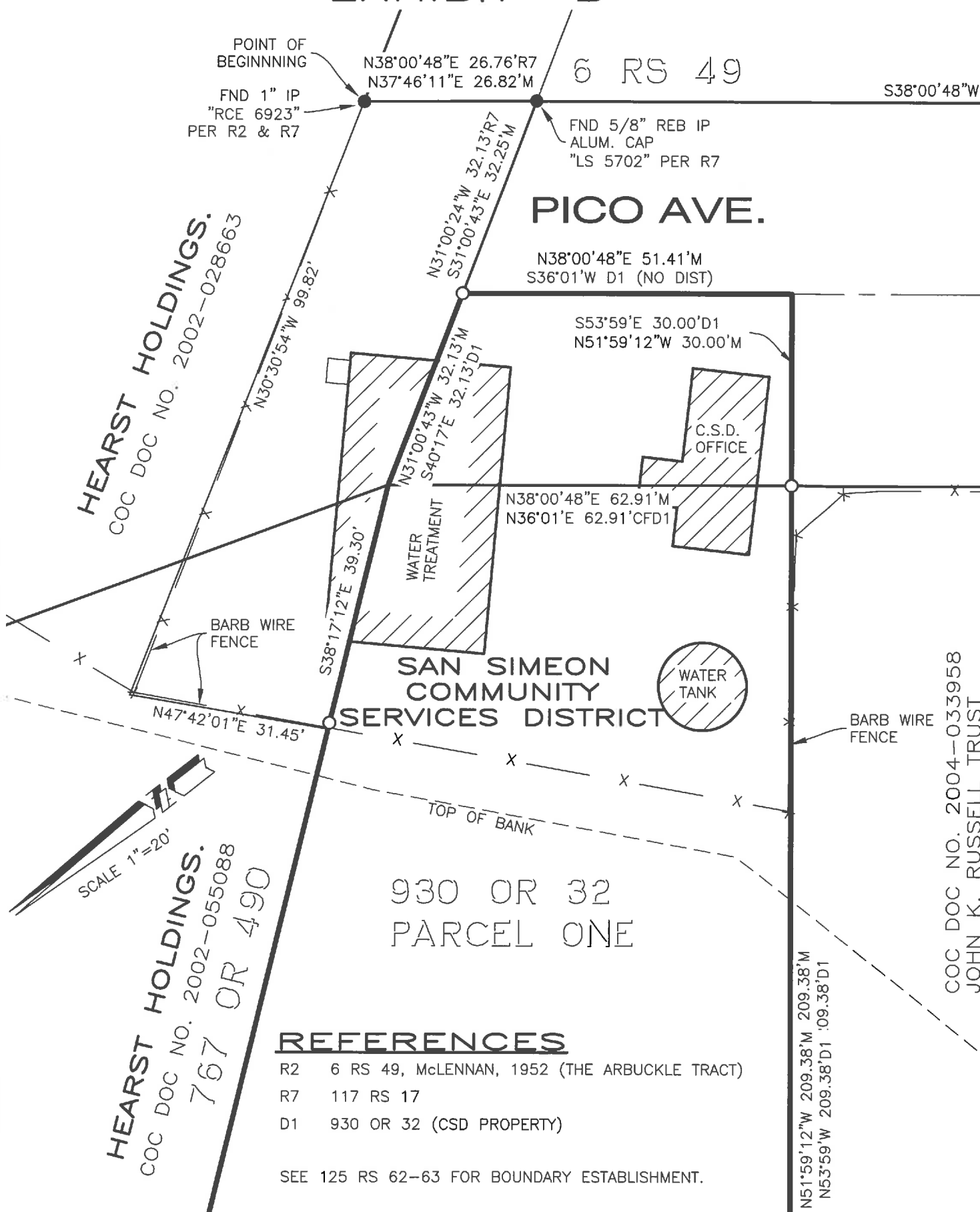
 12-14-2021  
Michael B. Stanton, PLS 5702      date



N:\2021\21-321 111 Pico Ave - San Simeon CSD\Legal Descriptions\Legal Description - Hearst Encroachment Area.doc  
12/14/2021 1:03 PM

N:\2021\21-321 111 Pico Ave - San Simeon CSD\3D 2019\21-321 Pico Ave San Simeon CSD Hearst Easement Area.DWG, 8.5 x 11 Easement Map, Dec 14, 2021 1:08pm, MStanton

# EXHIBIT "B"



HEARST HOLDINGS.  
COC DOC NO. 2002-028663

HEARST HOLDINGS.  
COC DOC NO. 2002-055088  
767 OR 490

COC DOC NO. 2004-033958  
JOHN K. RUSSELL TRUST

## REFERENCES

- R2 6 RS 49, McLENNAN, 1952 (THE ARBUCKLE TRACT)
- R7 117 RS 17
- D1 930 OR 32 (CSD PROPERTY)

SEE 125 RS 62-63 FOR BOUNDARY ESTABLISHMENT.



MICHAEL B. STANTON, PLS 5702  
3559 SOUTH HIGUERA ST.  
SAN LUIS OBISPO, CA 93401  
805-594-1969

HEARST EASEMENT AREA  
IN FAVOR OF SAN SIMEON C.S.D.  
December 14, 2021

**Business Action Items:**

**5.I. DISCUSSION REVIEW AND RATIFICATION OF SSCSD / WHITE & BRENNER  
GENERAL COUNSEL SERVICES AGREEMENT.**



## **BUSINESS ACTION ITEM STAFF REPORT**

---

### **ITEM 5.I. DISCUSSION, REVIEW AND RATIFICATION OF SSCSD / WHITE & BRENNER GENERAL COUNSEL SERVICES AGREEMENT.**

#### Summary:

The SSCSD / White Brenner contract for District Counsel services has been executed per the Board's December 20, 2022 direction and is presented here for Board ratification.

Enc: Copy of the Agreement for General Counsel Legal Services

## AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES

**THIS AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES** (“Agreement”) is made and entered into this 23 day of December 2022, by and between San Simeon Community Services District, a California political subdivision (“District”), and the law firm of White Brenner LLP, a California limited liability partnership (“Firm”). District and Firm may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

### RECITALS

A. District is in need of assistance with general counsel services on an as needed basis. District desires to contract with Firm to provide such legal services to District; Nubia Goldstein, a partner attorney at the Firm, to serve as the primary point of contact with District; Douglas L. White, Managing Partner of Firm, to serve as the secondary point of contact for the District.

B. The Parties seek to enter into this Agreement to authorize Firm to provide legal counsel services to District upon request by a designated representative of the District.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### AGREEMENT

**Section 1. Recitals.** The recitals set forth above are incorporated herein by this reference and made part of this Agreement. In the event of any inconsistencies between the recitals and Sections 1 through 22 of this Agreement, Sections 1 through 22 will prevail.

**Section 2 Appointment.** District hereby retains Firm to provide all legal services required by District, and Firm hereby agrees to perform such legal services and scope of work set forth in **Exhibit A** to this Agreement (“Legal Services”). The District General Manager (“General Manager”) or a District representative as authorized by the District Board of Directors, (“Board”) is authorized and charged with executing this Agreement. Nubia I. Goldstein is hereby appointed General Counsel for District. General Counsel may from time to time assign alternate attorneys employed by Firm to perform the Legal Services set forth in this Agreement.

**Section 3. Effective Date.** This Agreement shall become effective and Firm shall commence performance under the terms of this Agreement on December 23, 2022 (“Effective Date”).

**Section 4. Integrated Agreement.** This Agreement contains all of the agreements of the Parties, and all previous understandings and negotiations are integrated into this Agreement.

**Section 5. Amendment.** The Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material change to the Agreement may become effective thirty (30) days following approval of such change in writing

by a District representative as authorized by the Board and Firm and shall not require the approval of the Board (e.g., changes to Firm name or address).

**Section 6. Compensation and Services.**

**6.1. Standard of Performance.** Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Firm is engaged in the geographical area in which Firm practices its profession. Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Firm's profession.

**6.2. Time.** Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 6.1 above and to satisfy Firm's obligations hereunder.

**6.3. Hourly Rate for Legal Services.** All Legal Services provided by Firm for District shall be billed at a blended hourly rate as follows:

**6.3.1. General Counsel Legal Services.** District shall pay Firm One Hundred Eighty Dollars (\$180.00) for all attorneys (partners, of counsel, and associates) and One Hundred Twenty Dollars (\$120.00) for paralegals and law clerks for all General Counsel Legal Services.

**6.3.2. Special Counsel Legal Services.** District shall pay Firm Two Hundred Ninety-Nine Dollars (\$299.00) for all attorneys (partners, of counsels, and associates) and Two Hundred and Nine Dollars (\$209.00) for paralegals and law clerks for all special counsel legal services which include, but are not limited to, litigation, water, complex real estate transactions, enterprise funds, complex environmental, and labor and employment services. Special counsel legal services will be provided in addition to, and billed separately from, the General Counsel Legal Services and is subject to prior approval from the Board before Firm may commence such services.

**6.3.3. Reimbursable Services.** District shall pay Firm Three Hundred Fifty-Five Dollars (\$355.00) per hour for all attorneys (partners, of counsel, and associates) and Two Hundred Ninety Dollars (\$290.00) for paralegals and law clerks for all cost recovery Legal Services for District. Reimbursable Services include, but are not limited to, developer funded land use projects or bond financing. Reimbursable Legal Services will be provided in addition to, and billed separate from, General Counsel and Special Counsel Legal Services.

**6.3.4. CPI Increase.** The rates herein will be adjusted annually on February 1 (the "Anniversary Date") in accordance with an increase in the All Urban Consumer Price Index for the San Francisco-Oakland-San Jose area ("CPI") existing on the Anniversary Date but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the Term of this Agreement, as defined below. Any increase in the monthly Retainer as a result of an increase to the CPI will be rounded up to the nearest quarter cent. Any changes in the Firm's rates shall become effective following a thirty (30) day notice to the District.



**6.4. Outside Counsel.** If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field (e.g., workers compensation attorney), Firm will charge and District agrees to pay the billing rates for those attorneys. Firm shall obtain the consent of the General Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to District.

**6.5. Costs, Expenses & Advances.** District shall pay for costs, expenses and advances incurred by Firm on behalf of District, and services provided by or obtained through the Firm on behalf of District ("Costs & Advances"). Such Costs & Advances shall be the actual cost of the service obtained and there shall be no mark-up of the Costs by the Firm. Costs & Advances include, but are not limited to: outside courier service, court runner service, court reporter services, and transportation costs. The Parties agree that District shall pay the Costs & Advances of copying and printing at a rate of twenty cents (\$0.20 cents) per page as adjusted annually by the CPI. The District shall pay up to Five Hundred Dollars (\$500.00) per trip where an in-person appearance of Firm is required for travel and attorney time. Automobile mileage will be calculated at the rate per mile that is provided by the Internal Revenue Service at the time the expense is incurred. The District shall pay Costs & Advances for reasonable expenses associated with meals and lodging in accordance with the District's policy for such reimbursements. All Costs & Advances shall be itemized on the Firm's monthly invoice to the District and shall be due pursuant to Section 6.8 of this Agreement.

**6.6. Legislative/Lobbying Services.** District authorizes Firm to provide legislative and governmental relation services to the District as its registered lobbyist in the State of California. Governmental relation and lobbying services for the District may include updating the District on potential legislation impacting the District's interests and informing legislative committees of the District's positions on relevant legislation. Firm shall not charge or invoice District for legislative services under the compensation structure set forth in this Agreement.

**6.7. Included Services.** Notwithstanding any other provision in this Agreement to the contrary, District will not be required to pay any separate or additional charge for the following:

- a. Secretarial, word processing or clerical services which are included in the hourly rates of the Firm's legal professionals; and
- b. Charges associated with telephone or facsimile services.

**6.8. Invoices and Statements.**

a. Firm shall provide District with an itemized statement or invoice for fees, costs, expenses and advances incurred on a monthly basis. All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing projects for specific matters and funding categories as District may direct.

b. Payments shall be made by District to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned

and are returned by District with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum, except as otherwise set forth herein.

**6.9. Payment of Taxes.** Firm is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**6.10. Authorization to Perform Services.** Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from District.

**Section 7. Term and Termination.** This Agreement shall begin on the Effective Date. The initial term of the Agreement shall be for a period of five (5) years from the Effective Date. Following the initial term, the Agreement shall automatically renew for a period of five (5) years commencing on the anniversary of the Agreement's Effective Date, unless District or Firm gives notice of its intention not to renew the Agreement at least thirty (30) days before the start of the subsequent term ("Term"). Upon termination, Firm shall be entitled to, and District shall immediately pay, all amounts owed to Firm. District, however, may condition payment of such compensation upon Firm delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Firm.

**Section 8. Independent Contractor and Assignment.**

**8.1. Independent Contractor.** Firm shall perform all Legal Services required under this Agreement as an independent contractor of District and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District nor any of its employees shall have any control over the manner, mode, or means by which Firm, its agents or employees, render the Legal Services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of Firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

**8.2. Assignment and Subcontracting.** District and Firm recognize and agree that this Agreement contemplates personal performance by Firm and is based upon a determination of Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Firm. Firm may not assign this Agreement or any interest therein without the prior written approval of the General Counsel. Firm shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Section 6.4 of this Agreement, without prior written approval of District.

**Section 9. Conflicts.**

**9.1. No Present Conflicts.** Firm has no present or contemplated employment that is adverse to District. Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against District. However, Firm may have past and present clients, or may have future clients, who, from time to time, may have interests adverse to District, and Firm reserves the right to represent such clients in matters not connected with its representation of District.

**9.2. Duty to Disclose Future Conflicts.** If a potential conflict of interest arises in Firm’s representation of two clients, if such conflict is only speculative or minor, Firm shall inform District and seek waivers from each client with regard to such representation. However, if real conflicts exist, Firm would withdraw from representing either client in the matter and assist them in obtaining special counsel.

**9.3. No Conflict in Violation of Government Code section 1090.** Firm may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Firm in a “conflict of interest,” as that term is defined in the rules of professional responsibility governing Firm’s profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

**Section 10. Errors and Omissions Insurance Coverage.**

**10.1. Insurance Coverage.** During the Term of this Agreement, Firm shall at all times maintain insurance coverage for Errors and Omissions with a limit not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. A certificate of insurance shall be provided to District within thirty (30) days of execution of this Agreement. In the event that any coverage required by this section is reduced, limited or materially affected in any manner, Firm shall provide written notice to District at Firm’s earliest possible opportunity and in no case later than thirty (30) days after Firm is notified of the change in coverage.

**10.2. Remedies.** In addition to any other remedies District may have, if Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Firm’s breach:

- a. Order Firm to stop work under this Agreement or withhold any payment that becomes due to Firm hereunder, or both stop work and withhold any payment, until Firm demonstrates compliance with the requirements hereof; or
- b. Terminate this Agreement.

**Section 11. Legal Requirements.**

**11.1. Governing Law.** The laws of the State of California shall govern this Agreement.

**11.2. Compliance with Applicable Laws.** Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

**11.3. Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Firm and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

**11.4. Licenses and Permits.** Firm represents and warrants to District that Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Firm represents and warrants to District that Firm and its employees, agents, and any outside counsel shall, at their sole cost and expense, keep in effect at all times during the Term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Firm and any outside counsel shall obtain and maintain during the Term of this Agreement any required business licenses from District.

**Section 12. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

**Section 13. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

**Section 14. Work Product.**

**14.1. Records Created as Part of Firm's Performance.** Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Firm prepares or obtains pursuant to this Agreement to District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for District and are not necessarily suitable for any future or other use.

**14.2. Firm's Books and Records.** Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Firm pursuant to this Agreement.

**14.3 Inspection and Audit of Records.** Any records or documents that Section 14.2 of this Agreement requires Firm to maintain shall be made available for inspection, audit, or copying at any time during regular business hours, upon oral or written request of District.

**Section 15. Notices.** Any notice or communication required hereunder between District and Firm must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District:

San Simeon Community Services District

Attention: _____

_____

If to Firm:

White Brenner, LLP  
1414 K Street, 3rd Floor  
Sacramento, California 95814  
Attention: Nubia I. Goldstein  
Tel: (916) 468-0946  
Fax: (916) 468-0951

**Section 16. Entire Agreement.** This Agreement, together with its specific references, attachments and exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this Agreement. Unless set forth herein, neither Party shall be liable for any representations made, expressed or implied, not specifically set forth herein.

**Section 17. Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated

on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

**Section 18. Document Preparation.** This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

**Section 19. Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.


**Section 20. No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**Section 21. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**Section 22. Attorney's Fees and Costs.** If any action at law, or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between District and Firm as of the date of execution by District.

**SAN SIMEON COMMUNITY SERVICES DISTRICT,**  
a California political subdivision

By: Charles Grace   
General Manager

Date Signed: 12/23/22

**WHITE BRENNER, LLP**  
a California limited liability partnership

By: _____

San Simeon Community Services District  
Agreement for General Counsel Legal Services  
Page 8 of 9

on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by the state or federal law in order to enter into this Agreement had been fully complied with.

**Section 18. Document Preparation.** This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

**Section 19. Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and based upon the advice of that counsel, freely entered into this Agreement.

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**Section 21. Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

**Section 22. Attorney's Fees and Costs.** If any action at law, or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

**IN WITNESS WHEREOF**, this Agreement has been entered into by and between District and Firm as of the date of execution by District.

**SAN SIMEON COMMUNITY SERVICES DISTRICT,**  
a California political subdivision

By: _____  
_____

Date Signed: _____

**WHITE BRENNER, LLP**  
a California limited liability partnership

By: Nubia I. Goldstein  
Nubia I. Goldstein, Partner  
Date Signed: 12/28/22

**Exhibit A**  
**SCOPE OF WORK**

Firm shall perform the following Legal Services for District upon the request of District's General Counsel:

- Real estate transactions;
- Environmental, labor, and employment services;
- Routine legal advice, consultation, and opinions to District and the General Counsel;
- Legal compliance advice, including, but not limited to, conflicts of interest advice;
- General transaction work, including drafting contracts and agreements;
- Assistance in the preparation and review of construction and procurement documents;
- Monitoring pending and current state and federal legislation and case law, as appropriate; and
- Litigation.



**6. PUBLIC HEARING:**  
**6.A. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 124 OF  
THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO ADOPT  
AND MODIFY THE WATER MORATORIUM.**



## **PUBLIC HEARING ITEM STAFF REPORT**

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### **ITEM 6.A. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 124 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO ADOPT AND MODIFY THE WATER MORATORIUM.**

#### **SUMMARY:**

The District provides water to its customers from the Pico Creek Valley Groundwater Basin, which has not been adjudicated. The District has a water license (License 12272, Permit 12465) issued from the State Water Board and has a right to the maximum production of 140 acre-feet per year (“AFY”) from Pico Creek underflow. There currently exists a moratorium on the issuance of new water connections within the District originally established by Ordinance No. 61 and extended by Ordinance No. 63, Ordinance No. 66 and Ordinance No. 102.

The District's moratorium on new water connections was implemented due primarily to water quality problems - which were, at least in part, the result of seawater intrusion leading to high chloride concentrations in the water pumped from the Pico Creek Groundwater Basin. After the District's moratorium on new water connections was implemented, the District also established a wait list for property owners that wanted to place a deposit with the District for a new water connection, despite the moratorium being in place.

The “Waiting List” was defined and referenced in the District's Ordinance Nos. 74, 101, 108 and 115, among others. Ordinance 115 required the District to adopt the Waiting List by Board resolution. The Board adopted Resolution 14-369 on or about November 12, 2014, which established the “Waiting List”. On or about October 14, 2020, the District adopted Resolution 20-426, which repealed and superseded Resolution 14-369. Resolution 20-426 included an updated Waiting List and allowed District Staff to amend the Waiting List from time to time.

On or about March 7, 2022, the District staff updated the Waiting List in accordance with Resolution 20-426 (the “Current Waiting List”). Since the moratorium was implemented, the District has taken steps to address its water quality and quantity issues, including, but not limited to, installing a reverse osmosis water filtration system that is used to treat brackish and mineral heavy water pumped from the groundwater basin.

In or around March of 2022, the District retained Akel Engineering Group, Inc. to perform a Water Supply Assessment (the "Akel Assessment") which found, among other things that the groundwater supply for the proposed future developments within the area of the District is expected to meet certain future demands. Specifically, the Akel Assessment determined that during a normal year, the supply of water is projected to exceed demand in 2025 by 37.4 AFY. The Water Supply Assessment also found that the groundwater level was consistent from 2016 to 2020 based on historical metered depths and was not significantly affected by the District's water production - which is historically at 80 AFY. The District's available supply of water and the impact of the District's current water production on District water resources was not fully known or understood until the completion of the Akel Assessment.

The District's Ordinance No. 66, which implemented the moratorium on new water connections on a permanent basis, made the finding that "until the time when such [water] supply is available, it is necessary to continue the existing moratorium." The District concludes that the water quality and quantity issues resulting in the need for the implementation of the current moratorium restrictions on water connections, no longer exists as is currently provided by ordinance. The District finds and determines that, in reliance on the data provided in the Akel Assessment, the District has a sufficient water supply for certain proposed developments on its Waiting List as it existed on the date of the Akel Assessment.

The District also concludes that it can allow for a limited number of additional water connections without a threat to the health, safety and well-being of the people and businesses of San Simeon. Therefore, the water quality and quantity problems necessitating a total moratorium on the issuance of new water connections have been partially alleviated, prompting the Board to amend the water connection moratorium to allow for the issuance of a limited number of new water connections.

If the proposed Ordinance No. 124 is approved by the Board, the District shall allow an additional 37.4 acre-feet of water connections or services on or to properties located within the boundaries of the District to serve those property owners identified on the District's Current Waiting List. In addition, Ordinance No. 61, Ordinance No. 63, Ordinance No. 66, and Ordinance No. 102 will be replaced and repealed in their entirety. The District will also need to develop policies and procedures concurrently with the final adoption of Ordinance No. 124, to regulate and manage the Current Waiting List, any future waiting list, and take any other action reasonable and/or necessary in the management of District water resources.

Ordinance No. 124 is not intended to modify the duties, rights and obligations of the District, or property owners within the District boundaries, with respect to the District's Water Conservation Plan, as it may be amended from time to time.

Recommendation:

It is recommended the Board (1) Introduce ORDINANCE NO. 124, AN ORDINANCE AMENDING AND MODIFYING THE MORATORIUM OF THE ISSUANCE OF WATER CONNECTIONS WITHIN THE BOUNDARIES OF THE DISTRICT; (2) waive the first reading of the Ordinance following a reading of the title in full; and (3) set a public hearing on February 14, 2023, to consider the adoption of Ordinance No. 124.

## ORDINANCE NO. 124

### AN ORDINANCE OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AMENDING AND MODIFYING THE MORATORIUM OF THE ISSUANCE OF WATER CONNECTIONS WITHIN THE BOUNDARIES OF THE DISTRICT

**BE IT ORDAINED** by the Board of Directors of the San Simeon Community Services District (“District”) as follows:

#### **SECTION I. FINDINGS.**

The Board of Directors of the District does hereby find, determine, and declare as follows:

A. The District provides water to its customers from the Pico Creek Valley Groundwater Basin, which has not been adjudicated. The District has a water license (License 12272, Permit 12465) issued from the State Water Board and has a right to the maximum production of 140 acre-feet per year (“AFY”) from Pico Creek underflow;

B. There currently exists a moratorium on the issuance of new water connections within the District originally established by Ordinance No. 61 and extended by Ordinance No. 63, Ordinance No. 66 and Ordinance No. 102;

C. The District's moratorium on new water connections was implemented due primarily to water quality problems - which were, at least in part, the result of seawater intrusion leading to high chloride concentrations in the water pumped from the Pico Creek Groundwater Basin;

D. After the District's moratorium on new water connections was implemented, the District also established a wait list for property owners that wanted to place a deposit with the District for a new water connection, despite the moratorium being in place;

E. The “Waiting List” was defined and referenced in the District's Ordinance 74, 101, 108 and 115, among others. Ordinance 115 required the District to adopt the Waiting List by Board resolution. The Board adopted Resolution 14-369 on or about November 12, 2014, which established the “Waiting List”;

F. On or about October 14, 2020, the District adopted Resolution 20-426, which repealed and superseded Resolution 14-369. Resolution 20-426 included an updated Waiting List and allowed District Staff to amend the Waiting List from time to time;

G. On or about March 7, 2022, the District staff updated the Waiting List in accordance with Resolution 20-426, which is attached hereto as Exhibit A and incorporated herein by this reference (the “Current Waiting List”);

H. Since the moratorium was implemented, the District has taken steps to address its water quality and quantity issues, including, but not limited to, installing a reverse osmosis water filtration system that is used to treat brackish and mineral heavy water pumped from the groundwater basin;

I. In or around March of 2022, the District retained Akel Engineering Group, Inc. to perform a Water Supply Assessment (the Akel Assessment,") which found, among other things that the groundwater supply for the proposed future developments within the area of the District is expected to meet certain future demands. Specifically, the Akel Assessment determined that 112 AFY of water is available for water supply and water demand is 74.63 AcFt based on the 2022 water supply assessment such that water supply exceeds water demand by 37.4 AFY.

J. The Water Supply Assessment also found that the groundwater level was consistent from 2016 to 2020 based on historical metered depths and was not significantly affected by the District's water production - which is historically at 80 AFY. The District's available supply of water and the impact of the District's current water production on District water resources was not fully known or understood until the completion of the Water Supply Assessment;

K. The District's Ordinance No. 66, which implemented the moratorium on new water connections on a permanent basis made the following finding, that "until the time when such [water] supply is available, it is necessary to continue the existing moratorium";

L. The District concludes that the water quality and quantity issues resulting in the need for the implementation of the current moratorium restrictions on water connections, no longer exists as is currently provided by ordinance. The District hereby finds and determines that, in reliance on the data provided in t the Water Supplement Assessment, the District has a sufficient water supply for certain proposed developments on its waitlist as it existed on the date of the Water Supply Assessment;

M. The District also concludes that it can allow for a limited number of additional water connections without a threat to the health, safety and well-being of the people and businesses of San Simeon;

N. Therefore, the water quality and quantity problems necessitating a total moratorium on the issuance of new water connections have been partially alleviated, prompting the Board to amend the water connection moratorium to allow for the issuance of a limited number of new water connections;

O. District Ordinance No. 61, Ordinance No. 63, Ordinance No. 66 and Ordinance No. 102 and hereby replaced and repealed in their entirety;

P. The District shall implement policies and procedures concurrently with the effective date of this Ordinance, which may be amended from time to time, to regulate and manage ~~the Current Waiting List, any future waiting list, and~~ any other policy deemed reasonable and/or necessary in the management of District water resources.

## **SECTION II. AMENDMENT TO MORATORIUM ON WATER CONNECTION.**

A. Except as otherwise provided in this Ordinance, the District shall allow an additional 37.4 acre-feet of water connections or services on or to properties located within the boundaries of the District to serve those property owners identified on the District's Current Waiting List. This amount of additional acre-feet has been established by the Water Assessment Study and is deemed accurate and reliable for purposes of adopting this Ordinance and managing water resources.

B. District Staff is directed to implement policies and procedures concurrently with the effective date of this Ordinance, which may be amended from time to time, to regulate and manage the Current Waiting List and water supply availability for other rate-payers of the District.

C. District Staff is directed to implement policies and procedures deemed necessary and/or appropriate for the management of District water resources.

D. This Ordinance is not intended to modify the duties, rights and obligations of the District, or property owners within the District boundaries, with respect to the District's Water Conservation Plan, as it may be amended from time to time.

E. This Ordinance is not intended to modify the duties, rights and obligations of the District, or property owners within the District boundaries, with respect to the District's water, sewer and service allocation transfer requirements (and related rules and regulations) as discussed in District Ordinance 115 and/or other District policies.

## **SECTION III. DURATION OF ORDINANCE.**

The provisions of this Ordinance shall remain in effect until terminated/ revoked by future ordinance or other Board action.

## **SECTION IV. NO TAKING OF PROPERTY INTENDED**

Nothing in this chapter shall be interpreted to affect an unconstitutional taking of property of any person. If the Board determines, based on specific evidence in the administrative record, that the application of one or more of the provisions of this chapter to a proposed project would effect an unconstitutional taking of private property, the Board shall disregard such provision or provisions to the extent necessary to avoid such unconstitutional taking.

## **SECTION V. CONSTITUTIONALITY.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a Court of competent jurisdiction, such decision shall not affect the validity or the constitutionality of the remaining portions of this Ordinance. The Board of Directors of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**SECTION VI. NOTICE OF EXEMPTION.**

This ordinance is exempt from the California Environmental Quality Act (CEQA) under 14 CCR § 15268. The Board directs staff to file a Notice of Exemption with the San Luis Obispo County Clerk's office.

**SECTION VII. EFFECTIVE DATE OF ORDINANCE.**

The Ordinance shall be in full force and effect in thirty (30) days from passage. Within fifteen (15) days of passage, this Ordinance shall be published at least once in a newspaper of general circulation in the County of San Luis Obispo, together with the names of the members of the Board of the Directors of the District voting for and against the Ordinance.

**INTRODUCED** at a regular meeting of the Board of Directors of the San Simeon Community Services District held on the _____ day of _____, 2022

**AND ADOPTED** at a regular meeting of the Board of Directors of the San Simeon Community Services District held on the _____ day of _____, 2022, and on the following roll call vote, to wit:

Ayes:

Noes:

Absent:

_____  
President, Board of Directors

ATTEST:

_____  
Secretary, Board of Directors

APPROVED AS TO FORM:

_____  
District Counsel



Exhibit A

Current Waiting List

(attached as separate spreadsheet)

DRAFT

**San Simeon CSD Water Sewer Connection Waitlist  
Exhibit "A" Hook Up Waiting Lis**

Position Number	APN Number	Name	DRAFT Deposit Amount	Date Added	DRAFT EDU	AKEL AFY 3/8/22	Actual build AFY
1		<del>1 Cavalier Inn Inc.</del>	0	1/25/1972	145 Motel & 2400 sqft restaurant	11.81	TBD
2	013-071-018	Evans	\$425.00	11/16/1975	Retail	0.38	TBD
3	013-391-001	Mouchawar	\$30,445.00	6/1/1979	35 Motel	2.58	TBD
4	013-031-022	⁵ V&H Holdings	\$1,200.00	11/21/2013	1 Residence	0.10	TBD
5	013-402-012	Hurlbert Tides San Simeon	\$2,280.00	9/6/1990	6 Condos + 1 irrigation meter	0.65	TBD
6	013-402-013	⁷ Seifert	\$2,280.00	3/9/2001	6 Condos	0.61	TBD
7	013-402-006	⁶ Tyo	\$6,840.00	12/11/2013	3 Residences	0.30	TBD
8	<del>013-071-009</del>	<del>9 Hather and/or Hulbert</del>	<del>\$3,420.00</del>	<del>10/8/2014</del>	<del>10 Residences</del>	<del>1.01</del>	TBD
9	013-091-030	^{8/10} Sansone, Inc.	\$6,552.00	7/11/2018	30.5 (30 Multi-Family EDU + .5 Irrigation)	3.07	TBD
10	013-091-032 013-071-023/024/025	Sansone, Inc.	\$14,706.00	7/11/2018	64.5 (64 Multi-Family EDU + .5 Irrigation)	6.51	TBD
11	013-031-049	Sansone, Inc.	\$2,796.00	7/11/2018	10.5 (10 Multi-Family EDU + .5 Irrigation)	1.05	TBD
12	<del>013-071-009</del>	<del>9 Hather and/or Hulbert</del>		<del>11/1/2019</del>	<del>5 EDU Residences</del>	<del>0.51</del>	TBD
13	013-071-016	Marcum, Lloyd	\$9,154.60	5/14/2021	13 Residential & 13 retail / mixed Use EDU	6.3	TBD
14	013-031-022 013-031-045	V&H Holdings	\$14,050.00	2/22/2022	25 Residential EDU	2.53	TBD
* Total AFY demand on the above wait list						37.41	
15	013-071-017	Sherry Brajcich	\$1,124.00	7/14/2022	2 Residential EDU	0.20	
16	013-031-042 013-031-043	Mary Mushines	\$1,686.00	10/24/2022	3 Residential EDU	0.30	

\$93,538.60

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

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

The Date of the agreement between the District and Dalton.

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 submitted payment in the amount of \$54.00 EDU adjust based on previous overpayment

* Akel Engineering WSA 3/8/2022 determined 37.4 AFY available water capable of serving positions 1 through 14

Note: 10/25/2022 Positions 1, 8 & 12 issued will serve letters. Position 15 withdrew from the waitlist

*2.58 Mouchawar EDU request, Pos 3, being reviewed after correponse found & received