

# Board of Directors San Simeon Community Services District



## REGULAR BOARD MEETING PACKET

March 14, 2023

Meeting Start Time 5:00 pm

This meeting shall occur In Person and Via Zoom.

Prepared by:



**GRACE**  
ENVIRONMENTAL SERVICES

**AGENDA**  
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS REGULAR BOARD MEETING**  
**1000 MAIN STREET**  
**CAMBRIA, CA 93428**  
**Tuesday, March 14, 2023**  
**5:00 pm**

This meeting shall occur In Person and Via Zoom.

**Join Zoom for Regular Board Session:**  
<https://us02web.zoom.us/j/87307810050>

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**Webinar ID: 873 0781 0050**

**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](mailto:admin@sansimeoncsd.org). Members of the public can also contact the District office at (805) 927-4778 with any questions or concerns related to this agenda or accessing the meeting.

**1. REGULAR SESSION:**

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 February.
- ii. **CHP Report** – Report for February.
- iii. **Superintendent's Report** – Summary of February Activities.
- iv. **General Manager's Report** – Summary of February Activities.

- v. **District Financial Summary** – Summary of February Financials.
  - vi. **District Counsel’s Report** – Summary of February Activities.
  - vii. **Board Member Report** – Summary of February Activities.
- B. AD-HOC & STANDING COMMITTEE REPORTS:**
- i. **Status Update** – Budget/Finances Committee
  - ii. **Status Update** – Water/Facilities Committee
  - iii. **Status Update** – Camping Ordinance on District Streets
  - iv. **Status Update** – Coastal Hazard Response Plan (CHRP)
  - v. **Status Update** – Policies and Procedures Committee

**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 REGULAR BOARD MEETING ON FEBRUARY 14, 2023.**
- B. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- C. RATIFICATION AND APPROVAL OF A CONTRACT WITH KATHY FRY BOOKKEEPING SERVICES TO PROVIDE SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.**
- D. APPROVAL OF THE BASIS OF DESIGN AND THE 30% DESIGN PLANS FOR THE PIPE BRIDGE.**

**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. DISCUSSION, REVIEW AND APPROVAL OF THE 2023 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT.**
- B. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS AND AD-HOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01.**

**C. DISCUSSION AND APPROVAL OF STILLWATER PICO CREEK STREAM FLOW  
MANAGEMENT PLAN TECHNICAL MEMORANDUM AND PROPOSAL FOR LONG-TERM PICO  
CREEK MONITORING.**

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

**7. ADJOURNMENT –**

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the District office, 111 Pico Avenue, San Simeon. If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for a disability-related modification or accommodation, contact the 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

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### 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.

#### 3. District and Equipment Maintenance

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

**San Simeon Community Services District**

**Superintendent's Report**

**February 2023**

**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
02/01/23	Wednesday	36,026	41,200	1,496	42,486	43,982	0	0	0	42	- 42	0	9.6	9.1	0.00	2,351
02/02/23	Thursday	37,259	40,520	0	48,545	48,545	0	0	0	-	- -	0	9.6	9.1	0.00	1,142
02/03/23	Friday	38,012	44,750	0	33,211	33,211	0	0	0	-	- -	0	9.7	9.1	0.00	2,647
02/04/23	Saturday	52,641	59,100	0	44,506	44,506	0	0	0	-	- -	0	9.7	9.2	0.00	2,330
02/05/23	Sunday	49,669	57,240	72,706	0	72,706	0	0	0	-	- -	0	9.8	9.0	0.00	4,161
02/06/23	Monday	49,434	53,390	51,612	0	51,612	0	0	0	-	- -	0	9.5	9.0	0.00	3,999
02/07/23	Tuesday	42,705	47,120	34,483	0	34,483	0	0	0	-	- -	0	9.5	9.0	0.00	2,408
02/08/23	Wednesday	35,535	40,500	40,691	0	40,691	0	0	0	-	- -	0	9.6	9.1	0.00	1,129
02/09/23	Thursday	42,649	47,530	21,393	36,428	57,820	0	0	0	-	- -	0	9.6	9.2	0.00	1,841
02/10/23	Friday	29,386	35,070	20,794	7,555	28,349	0	0	0	-	- -	0	9.6	9.3	0.00	1,834
02/11/23	Saturday	37,136	43,370	9,948	23,188	33,136	0	0	0	-	- -	0	9.7	9.4	0.24	2,694
02/12/23	Sunday	49,487	54,590	71,658	0	71,658	0	0	0	-	- -	0	-	-	0.00	4,834
02/13/23	Monday	49,487	52,920	56,324	0	56,324	0	0	0	-	- -	0	9.7	9.3	0.00	3,673
02/14/23	Tuesday	53,112	57,110	55,576	0	55,576	0	0	0	-	- -	0	9.7	9.2	0.00	2,654
02/15/23	Wednesday	40,155	45,300	41,963	5,086	47,049	0	0	0	-	- -	0	9.7	9.1	0.00	2,614
02/16/23	Thursday	43,563	48,800	0	38,746	38,746	0	0	0	-	- -	0	9.6	9.1	0.00	2,997
02/17/23	Friday	41,078	48,290	0	57,596	57,596	0	0	0	-	- -	0	9.6	9.3	0.00	1,749
02/18/23	Saturday	67,470	66,310	87,965	0	87,965	0	0	0	-	- -	0	9.5	9.2	0.00	4,291
02/19/23	Sunday	67,306	77,020	78,016	0	78,016	0	0	0	-	- -	0	9.5	9.2	0.00	8,381
02/20/23	Monday	52,764	57,670	64,104	0	64,104	0	0	0	-	- -	0	9.5	9.1	0.00	6,701
02/21/23	Tuesday	44,347	50,870	50,266	0	50,266	0	0	0	-	- -	0	9.5	9.3	0.00	5,553
02/22/23	Wednesday	40,597	44,490	43,758	5,386	49,144	0	0	0	-	- -	0	9.4	9.2	0.00	3,783
02/23/23	Thursday	36,362	42,410	58,942	0	58,942	0	0	0	-	- -	0	9.4	9.1	0.00	4,382
02/24/23	Friday	64,889	66,690	37,849	0	37,849	0	0	0	-	- -	0	9.4	9.3	0.00	11,173
02/25/23	Saturday	57,374	63,630	48,620	0	48,620	0	0	0	-	- -	0	9.2	8.9	0.00	9,922
02/26/23	Sunday	68,501	72,890	31,266	8,677	39,943	0	0	0	-	- -	0	9.2	8.9	0.00	4,804
02/27/23	Monday	65,937	68,460	0	50,939	50,939	0	0	0	-	- -	0	8.9	8.3	0.00	7,486
02/28/23	Tuesday	82,746	83,560	40,841	4,563	45,404	0	0	0	42	42 -	0	8.7	8.2	0.00	12,916
<b>TOTALS</b>		<b>1,375,627</b>	<b>1,510,800</b>	<b>1,020,272</b>	<b>406,912</b>	<b>1,427,184</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>			<b>0.24</b>	<b>124,449</b>
Average		<b>49,130</b>	<b>53,957</b>	<b>36,438</b>	<b>14,533</b>	<b>50,971</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>42 42</b>	<b>0</b>	<b>9.5</b>	<b>9.1</b>	<b>0.01</b>	<b>4,445</b>
Minimum		<b>29,386</b>	<b>35,070</b>	<b>0</b>	<b>0</b>	<b>28,349</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>42 42</b>	<b>0</b>	<b>8.7</b>	<b>8.2</b>	<b>0.00</b>	<b>1,129</b>
Maximum		<b>82,746</b>	<b>83,560</b>	<b>87,965</b>	<b>57,596</b>	<b>87,965</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>42 42</b>	<b>0</b>	<b>9.8</b>	<b>9.4</b>	<b>0.24</b>	<b>12,916</b>

**DATA SUMMARY SHEET**

<b>2023</b>													
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total for 2023
Wastewater Influent	2,687,609	1,375,627											4,063,236
Wastewater Final Effluent (Month Cycle)	2,830,860	1,510,800											4,341,660
Adjusted Wastewater Influent (- State Flow)	2,154,586	1,251,178											3,405,764
Water Produced (month cycle)	1,493,382	1,427,184											2,920,566
Water Sold (Gals)	1,312,822	1,550,776											2,863,598
Sewer Influent/Water Produced Ratio	1.80	0.96											N/A
Adusted Sewer/Water Produced Ratio	1.44	0.88											N/A
Well 1 Water Production	7,405	1,020,272											1,027,677
Well 2 Water Production	1,485,977	406,912											1,892,889
Total Well Production	1,493,382	1,427,184											2,920,566
Water Well 1 Avg Depth to Water	8.0	9.5											N/A
Water Well 2 Avg Depth to Water	7.6	9.1											N/A
Average Depth to Water of Both Wells	7.8	9.3											N/A
Change in Average Depth to Water from 2022	-1.8	-0.4											N/A
Average Chloride mg/L at the Wells	48	42											N/A
State Wastewater Treated	533,023	124,449											657,472
State % of Total WW Flow	19%	9%											N/A
Recycled Water Sold (Gallons)	0	0											0
Biosolids Removal (Gallons)	4,500	4,500											9,000
<b>WW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>											<b>0</b>
<b>RW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>											<b>0</b>
<b>Constituent Exceeded</b>	<b>None</b>	<b>None</b>											<b>N/A</b>
<b>Sample Limit</b>	<b>N/A</b>	<b>N/A</b>											<b>N/A</b>
<b>Sample Result</b>	<b>N/A</b>	<b>N/A</b>											<b>N/A</b>
<b>2022</b>													
	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
Water Sold (Gals)	1,415,732	1,638,374	1,582,177	2,019,907	1,868,040	2,180,495	2,417,312	2,435,114	2,202,890	1,756,708	2,076,702	1,491,991	23,085,442
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
Adusted Sewer/Water 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
Average Depth 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	1,064,826
State % of Total WW Flow	3%	2%	3%	2%	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
<b>WW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>RW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>Constituent Exceeded</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>N/A</b>
<b>Sample Limit</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Sample Result</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

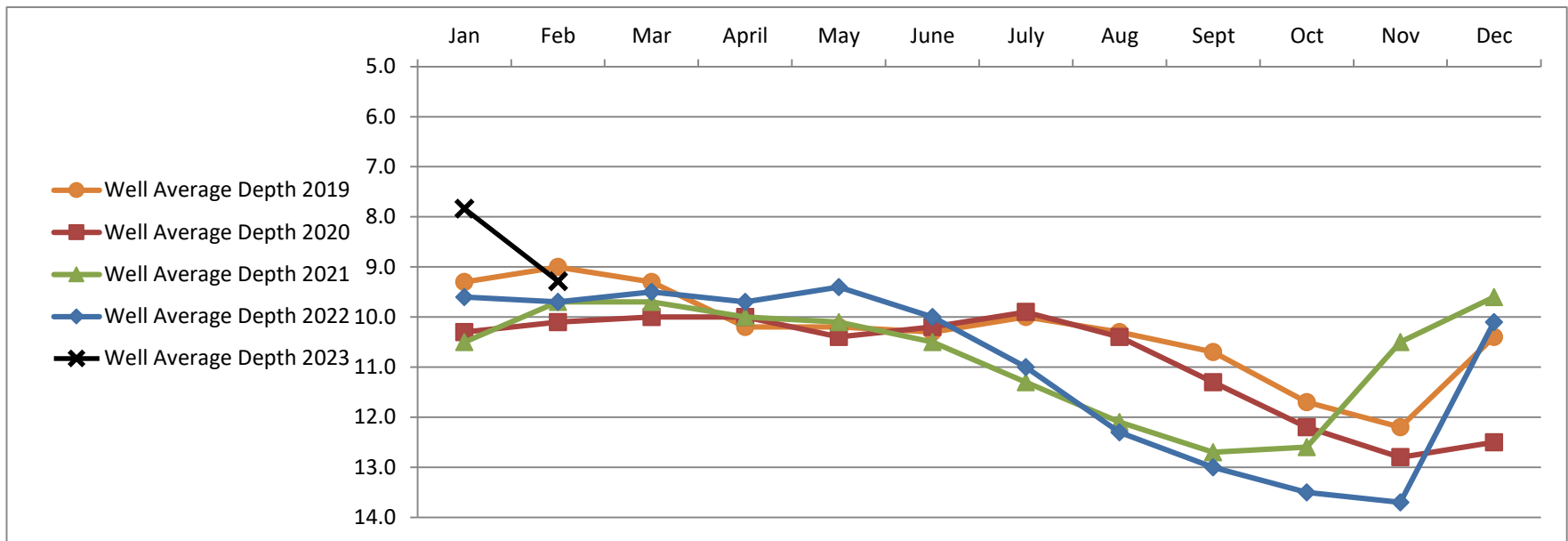


San Simeon Community Services District

Superintendent's Report

February 2023

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Well Average Depth 2019</b>	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
<b>Well Average Depth 2020</b>	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3	12.2	12.8	12.5
<b>Well Average Depth 2021</b>	10.5	9.7	9.7	10.0	10.1	10.5	11.3	12.1	12.7	12.6	10.5	9.6
<b>Well Average Depth 2022</b>	9.6	9.7	9.5	9.7	9.4	10.0	11.0	12.3	13.0	13.5	13.7	10.1
<b>Well Average Depth 2023</b>	7.8	9.3										



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



## GENERAL MANAGER'S REPORT

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### Item 3.A.iv.

**GES Staff Activity** – Report on staff activities for the month of February 2023. 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 a regular Board meeting agenda and packet. Distributed a special meeting agenda and packet.

GES Staff also attended to the following items:

- Responded to eleven (11) written public records requests.

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### Update on District Grants:

**LCP Grant** – No Update

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### Update on District Projects and RFP's:

**Update on the Pico Creek Instream Flow Study** – The report has been sent to the County, per the Direction of the Board and the North Coast Advisory Plan. The management plan and long term monitoring proposal are part of this agenda.

**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 Water Tank Project** – No updates at this time.

**Pipe Bridge Draft Design 30% review** – The Basis of Design and 30% Design are part of this agenda.

**Water Meter Replacement RFP** – A RFP was sent to over 20 firms; no bids were received.

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

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Balance Sheet - Draft**  
**As of February 28, 2023**

	Feb 28, 23
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1010 · Petty cash	150.00
1015 · Pac Prem Ckg-6603	82,804.28
1017 · Money Market PPBI	
1017a · Pac Prem - Mon Mkt Unrestric...	(21,299.99)
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 & Re...	448,076.82
1017f · Capacity Fees Held	678,999.00
1017g · Wait List deposits held	93,538.60
1017h · Cust sec dep held (06/30/22)	8,450.00
1017 · Money Market PPBI - Other	277.07
Total 1017 · Money Market PPBI	1,573,731.50
1050 · LAIF - non-restricted cash	567.98
Total Checking/Savings	1,657,253.76
Other Current Assets	
1200 · Accounts receivable default	91,744.64
1300 · Prepaid insurance expense	3,922.88
Total Other Current Assets	95,667.52
Total Current Assets	1,752,921.28
Fixed Assets	
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
Total 1500 · Equipment	12,689.93
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
Total 1400 · Fixed assets	3,748,190.27
1450 · Construction in Progress	
1670 · Reservoir / Water Tanks	287,693.56
Total 1450 · Construction in Progress	287,693.56
1690 · Accumulated depreciation	(1,688,019.76)
Total Fixed Assets	2,347,864.07
<b>TOTAL ASSETS</b>	<b>4,100,785.35</b>

Unaudited draft. For review.

	Feb 28, 23
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2500 · Customer security deposits	8,100.00
2510 · Connect hookup wait list	93,538.60
2515 · Unearned Revenue- Capacity F...	678,999.00
Total Other Current Liabilities	780,637.60
Total Current Liabilities	780,637.60
Long Term Liabilities	
2520 · USDA Loan Principal Bal	425,548.72
Total Long Term Liabilities	425,548.72
Total Liabilities	1,206,186.32
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 & Repla...	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 Reser...	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	(7,150.67)
Net Income	(164,428.39)
Total Equity	2,894,599.03
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>4,100,785.35</b>

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Profit & Loss by Month (FYTD) - DRAFT**  
 July 2022 through February 2023

	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>Jan 23</u>	<u>Feb 23</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>									
<b>Income</b>									
<b>4000 · Services</b>									
<b>4005 · Services - waste</b>	52,231.30	56,585.04	50,804.24	39,404.66	47,278.96	33,293.80	29,553.50	35,266.51	344,418.01
<b>4010 · Services - water</b>	46,591.56	50,027.56	45,028.40	36,147.17	42,655.95	30,637.51	26,834.20	31,708.43	309,630.78
<b>4012 · Services - base service fee</b>	8,391.83	8,833.46	8,790.97	8,833.46	8,790.97	8,833.46	8,833.46	8,790.97	70,098.58
<b>4013 · Late fees and adjustments</b>	1,359.93	56.69	537.38	983.11	(756.03)	(4,500.96)	6,066.98	215.31	3,962.41
<b>4050 · State of CA - H Castle WW Trmt</b>	0.00	0.00	6,238.09	0.00	0.00	4,881.76	0.00	0.00	11,119.85
<b>Total 4000 · Services</b>	<u>108,574.62</u>	<u>115,502.75</u>	<u>111,399.08</u>	<u>85,368.40</u>	<u>97,969.85</u>	<u>73,145.57</u>	<u>71,288.14</u>	<u>75,981.22</u>	<u>739,229.63</u>
<b>4100 · Property tax income</b>	1,155.48	1,181.01	1,373.09	62.27	0.00	28,047.21	30,353.81	3,837.66	66,010.53
<b>Total Income</b>	<u>109,730.10</u>	<u>116,683.76</u>	<u>112,772.17</u>	<u>85,430.67</u>	<u>97,969.85</u>	<u>101,192.78</u>	<u>101,641.95</u>	<u>79,818.88</u>	<u>805,240.16</u>
<b>Gross Profit</b>	109,730.10	116,683.76	112,772.17	85,430.67	97,969.85	101,192.78	101,641.95	79,818.88	805,240.16
<b>Expense</b>									
<b>6000 · Accounting</b>	0.00	0.00	0.00	0.00	4,000.00	2,000.00	0.00	0.00	6,000.00
<b>6020 · Bank fees</b>	12.49	0.00	21.29	109.14	124.77	(114.75)	123.41	121.40	397.75
<b>6025 · Bookkeeping</b>	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	12,000.00
<b>6030 · Directors fee</b>	600.00	200.00	400.00	700.00	300.00	300.00	900.00	600.00	4,000.00
<b>6031 · Payroll expenses-yr taxes</b>	45.90	15.30	30.60	53.55	22.95	22.95	68.85	45.90	306.00
<b>6035 · Dues and subscriptions</b>	0.00	650.00	0.00	0.00	0.00	4,358.00	0.00	1,149.00	6,157.00
<b>6045 · Electrical power</b>	5,500.00	5,500.00	4,554.00	5,500.00	5,500.00	5,500.00	5,500.00	5,500.00	43,054.00
<b>6075 · Insurance - PERS health</b>	0.00	0.00	0.00	0.00	0.00	0.00	(384.46)	0.00	(384.46)
<b>6076 · Pension plan - PERS retirement</b>	1,433.58	1,433.58	1,433.58	1,433.58	1,433.58	1,433.58	1,433.58	1,433.58	11,468.64
<b>6080 · Insurance - liability</b>	980.71	980.71	980.71	980.71	980.71	980.71	980.71	980.71	7,845.68
<b>6095 · LAFCO cost apportionment</b>	0.00	3,023.15	0.00	0.00	0.00	0.00	0.00	0.00	3,023.15
<b>6100 · Legal fees</b>	0.00	0.00	11,606.00	0.00	154,754.19	0.00	10,053.58	8,771.55	185,185.32
<b>6105 · Licenses and permits</b>	0.00	171.10	0.00	122.70	0.00	10,397.00	0.00	2,274.90	12,965.70
<b>6115 · Miscellaneous expenses</b>	221.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	221.02
<b>6125 · Operations management</b>	47,398.62	56,497.18	51,474.90	51,474.90	51,474.90	51,474.90	51,474.90	51,474.90	412,745.20
<b>6130 · R&amp;M allowance - GES Contract</b>	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	3,333.33	26,666.64
<b>6145 · Professional fees</b>	900.00	1,631.25	19,202.71	14,622.00	16,344.25	30,254.61	36,493.42	12,733.25	132,181.49
<b>6192 · Repair &amp; Maint-Dist Responsblty</b>	0.00	0.00	0.00	0.00	3,073.94	16,981.70	2,285.77	11,703.00	34,044.41
<b>6195 · Website</b>	450.00	450.00	450.00	450.00	450.00	450.00	450.00	450.00	3,600.00
<b>Total Expense</b>	<u>62,375.65</u>	<u>75,385.60</u>	<u>94,987.12</u>	<u>80,279.91</u>	<u>243,292.62</u>	<u>128,872.03</u>	<u>114,213.09</u>	<u>102,071.52</u>	<u>901,477.54</u>
<b>Net Ordinary Income</b>	47,354.45	41,298.16	17,785.05	5,150.76	(145,322.77)	(27,679.25)	(12,571.14)	(22,252.64)	(96,237.38)
<b>Other Income/Expense</b>									
<b>Other Income</b>									
<b>8020 · Interest - money market</b>	26.64	57.85	269.53	283.86	274.98	277.07	267.25	241.43	1,698.61
<b>8030 · Interest - LAIF</b>	1.37	0.00	0.00	1.92	0.00	0.00	2.95	0.00	6.24
<b>8044 · Grant income</b>	0.00	0.00	0.00	16,232.06	0.00	11,620.25	0.00	0.00	27,852.31
<b>Total Other Income</b>	<u>28.01</u>	<u>57.85</u>	<u>269.53</u>	<u>16,517.84</u>	<u>274.98</u>	<u>11,897.32</u>	<u>270.20</u>	<u>241.43</u>	<u>29,557.16</u>
<b>Other Expense</b>									

Unaudited draft. For review.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Profit & Loss by Month (FYTD) - DRAFT**  
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	<u>Jul 22</u>	<u>Aug 22</u>	<u>Sep 22</u>	<u>Oct 22</u>	<u>Nov 22</u>	<u>Dec 22</u>	<u>Jan 23</u>	<u>Feb 23</u>	<u>TOTAL</u>
9010 · Depreciation expense	7,281.24	7,281.24	7,281.24	7,281.24	7,281.24	7,281.24	7,281.24	7,281.24	58,249.92
9020 · USDA loan repayment	0.00	0.00	10,345.00	0.00	0.00	0.00	0.00	0.00	10,345.00
9030 · Capital proj/improve	0.00	0.00	0.00	3,501.25	5,704.75	12,960.00	5,218.00	1,769.25	29,153.25
<b>Total Other Expense</b>	<u>7,281.24</u>	<u>7,281.24</u>	<u>17,626.24</u>	<u>10,782.49</u>	<u>12,985.99</u>	<u>20,241.24</u>	<u>12,499.24</u>	<u>9,050.49</u>	<u>97,748.17</u>
<b>Net Other Income</b>	<u>(7,253.23)</u>	<u>(7,223.39)</u>	<u>(17,356.71)</u>	<u>5,735.35</u>	<u>(12,711.01)</u>	<u>(8,343.92)</u>	<u>(12,229.04)</u>	<u>(8,809.06)</u>	<u>(68,191.01)</u>
<b>Net Income</b>	<u><u>40,101.22</u></u>	<u><u>34,074.77</u></u>	<u><u>428.34</u></u>	<u><u>10,886.11</u></u>	<u><u>(158,033.78)</u></u>	<u><u>(36,023.17)</u></u>	<u><u>(24,800.18)</u></u>	<u><u>(31,061.70)</u></u>	<u><u>(164,428.39)</u></u>



**CONSENT AGENDA ITEMS:**  
**A. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON  
FEBRUARY 14, 2023**

**MEETING MINUTES**  
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS REGULAR BOARD MEETING**  
**Tuesday, February 14, 2023**  
**5:00 pm**

Pursuant to San Simeon CSD Resolution 23-463 and incompliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. REGULAR SESSION @ 5:00 PM**

- A. Chairperson Diamond – Present
- Vice-Chairperson Tiwana – Present
- Director de a Rosa – Present
- Director Donahue – Present
- Director Kellas – Present

**2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA: (1:30)**

Public Comment –

(2:25) Julie Tacker commented about Director Kellas and unbecoming behavior on social media.

(5:43) David Sansome commented that Julie Tacker was an obstructionist He further complimented Director Kellas on her behavior.

(7:04) Michael Hanchett stated that several Board members and members of the public had been harassed and challenged by members of the public.

(8:45) April Dury commented on actions of people.

**3. SPECIAL PRESENTATIONS AND REPORTS: (10:00)**

**A. STAFF REPORTS:**

i. **Sheriff's Report** – None.

ii. **CHP Report** – None.

iii. **Superintendent's Report** – (10:40) Steve Orellana provided a summary of January activities.

iv. **General Manager's Report** – (11:58) Steve Orellana provided a summary of January activities.

v. **District Financial Summary** – (14:05) Steve Orellana provided a summary of the January financials.

vi. **District Counsel's Report** – None.

vii. **Board Member Report** – Summary of January Activities.

**B. AD-HOC & STANDING COMMITTEE REPORTS: (15:00)**

- i. Status Update Budget Committee – Director de la Rosa provided information about the status of the Budget Committee, stating that there were only 2 people currently on the committee.
- ii. Status Update Water Committee – Director Kellas provided information about the status of the Water Committee, stating that they had not met because there was an insufficient number of committee members.
- iii. Status Update Camping Ordinance on District Streets – Director Donahue stated that there was no update on this matter.
- iv. Status Update Coastal Hazard Response Plan (CHRP) – Director Kellas provided an update on this matter. Director Kellas commented on the previous Board discussion about not building a new plan on residentially zoned property.

Public Comment – (17:50)

(18:20) Julie Tacker commented.

(21:30) Henry Krzciuk commented.

(24:38) April Dury commented.

(27:50) David Sansone commented.

(29:50) Vice-Chairperson Tiwana asked about the verbiage draft at the bottom of the revised District financials. There was discussion about this matter between legal counsel and GES staff. There was additional conversation about the financial reports.

#### **4. CONSENT AGENDA ITEMS: (36:15)**

**A. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON JANUARY 17, 2023.**

**B. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON JANUARY 24, 2023.**

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

**D. ADOPTION OF RESOLUTION 23-464 AUTHORIZING SIGNATURES, INCLUDING FACSIMILE SIGNATURES, FOR BANKING SERVICES ON BEHALF OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT.**

Public Comment –  
None

(37:10) A motion was made to approve the consent agenda items 4A-4D.

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

Roll Call:

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

**5. BUSINESS ACTION ITEMS: (38:00)**

**A. DISCUSSION, REVIEW AND APPROVAL FOR THE GENERAL MANAGER TO ENTER INTO A CONTRACT WITH KATHY FRY FOR BOOKKEEPING SERVICES FOR THE PERIOD OF THREE YEARS. (38:40)**

(39:10) Director Donahue asked that the contract be limited to one year. There was further discussion between the Board and legal counsel about this matter.

Public Comment –

(43:35) Julie Tacker commented.

(46:03) Michael Hanchett commented.

(47:00) April Dury commented.

(49:40) David Sansone commented.

(52:25) A motion was made to approve the terms of the contract as approved in the email.

Motion: Director Kellas

2nd: Director de la Rosa

(54:50) There was further discussion between the Board about the limits and terms of the contract.

Vote: 5/0

Absent: None

Roll Call:

Diamond: Yes

Tiwana: Yes

Donahue: Yes

de la Rosa: Yes

Kellas: Yes

**B. DISCUSSION, REVIEW AND APPROVAL OF THE 2023 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT. (1:00:37)**

Steve Orellana introduced the item.

(1:01:40) Director Donahue commented about having a comprehensive water and wastewater ordinance that addressed capacity fees and Stage 1 water restrictions, he also stated that the Akel Report needed to be revised, he stated that there needed to be an ordinance about the WWTP relocation being on a residentially zoned site, the LCP needed to be amended, and there needed to be a mutual aid agreement with Cambria CSD. There was conversation about the project list among the Board members. There was a discussion about goals for legal counsel including revision of the policy and procedures, and required Board member trainings.

Public Comment –

(1:18:40) Henry Krzciuk commented.

(1:20:55) A motion was made to direct the Directors to submit what they think the goals should (there was additional language as part of the motion). Direction was further provided to send this list to the [admin@sansimeoncsd.org](mailto:admin@sansimeoncsd.org) email address.

Motion: Chairperson Diamond  
2<sup>nd</sup>: Director Kellas  
Vote: 5/0  
Absent: None

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

(1:23:40) Nubia Goldstein suggested that this information be submitted to GES Staff by March 1, 2023.

**C. DISCUSSION AND DIRECTION FROM THE BOARD OF DIRECTORS CONCERNING PREPARATION OF A REQUEST FOR PROPOSALS FOR GENERAL MANAGER AND OPERATIONAL SERVICES. (1:24:40)**

(1:25:00) Nubia Goldstein introduced the item. There was discussion among the Board members about the RFP process. Director Donahue suggested that the RFP be broken into 3 types of services: administration, management, and operations. Director Kellas provided background information about the existing contract.

Public Comment –

(1:36:10) Julie Tacker commented.  
(1:38:52) Henry Krzciuk commented.  
(1:45:30) Michael Hanchett commented.  
(1:47:14) April Dury commented.

(1:48:50) Nubia Goldstein and the Board further discussed items for Direction to legal counsel as how to move forward. There was discussion about the cost to have California Rural Water Association prepare a request for information (RFI).

(2:00:14) A motion was made to direct legal counsel Goldstein to reach out to all agencies to get an estimation of a cost for an RFI for a General Manager.

Motion: Director Kellas  
2<sup>nd</sup>: Director Donahue  
Vote: 5/0  
Absent: None

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

**D. DISCUSSION REGARDING PURCHASING OF LAPTOPS FOR BOARD MEMBERS AND CYBERSECURITY POLICIES FOR THE DISTRICT. (2:01:35)**

Steve Orellana introduced the item.

(2:03:22) The Board further discussed this matter.

(2:07:05) A motion was made that we adopt this budget but endeavor to as really prudent people to keep it as low as possible with a budget you can live with but have freedom to purchase something and I strongly recommend that the District have its own mobile device account and that account is also supported by the Staff so that we can definitely keep our records in one place and accessible into the future because litigation has a long tail.

Motion: Vice-Chairperson Tiwana

2<sup>nd</sup>: None

(2:07:54) Director Donahue commented that he supported everything Vice-Chairperson Tiwana had stated. There was further discussion about this matter by the Board and the reduction of the suggested budget.

Public Comment –

(2:13:25) Michael Hanchett commented.

(2:15:00) There was further discussion about this matter between the Board and legal counsel. There was discussion about the potential motion language and the budget.

(2:25:35) A motion was made to provide an individual budget to the Directors in the amount of \$1500 as they need.

Motion: Chairperson Diamond

2<sup>nd</sup>: Director Kellas

Vote: 5/0

Absent: None

Roll Call:

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

(2:26:30) Chairperson Diamond moved to direct Staff to bring back information to the Board on a preferred phone carrier for everyone.

Motion: Chairperson Diamond

2<sup>nd</sup>: Director Donahue

Vote: 5/0

Absent: None

(2:26:50) Director Kellas asked for clarification on the motion. There was further discussion about this matter.

(2:30:38) The motion was repeated. Staff was directed to look into cell phone carriers for the Board members.

Roll Call:

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

(2:31:38) There was additional discussion about the IT component of this motion and hiring of an IT professional to run the hybrid meetings.

(2:33:58) A motion was made that we look locally for an IT person that can accommodate the needs of the District.

Motion: Director Kellas

2<sup>nd</sup>: Chairperson Diamond

Vote: 5/0

Absent: None

Roll Call:

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

**E. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS AND AD-HOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01. (2:34:48)**

There was discussion about the delaying item F and G. Chairperson Diamond introduced the item. Director Donahue volunteered for the Budget/Finance Committee and the Water Committee.

Public Comment –

(2:40:07) Henry Krzciuk commented.

(2:41:15) Bob Hather commented.

Motion: Director Kellas

2<sup>nd</sup>: Chairperson Diamond

Vote: 5/0

Absent: None

Roll Call:

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

(2:42:22) Chairperson Diamond suggested appointment of the following persons to the Budget/Finance committee:

Director Donahue

Chairperson Diamond

Henry Krzciuk

Miguel Sandoval (if he agrees)

(2:43:14) A motion was made to approve these members to the budget/finance committee.

Motion: Chairperson Diamond

2<sup>nd</sup>: Director Donahue

(2:44:30) There was a revision of the committees. Chairperson Diamond was replaced Director de la Rosa. (Committee: Donahue, de la Rosa, Krzciuk, Sandoval)

(2:45:20) The original motion was modified to include Donahue, de la Rosa, Krzciuk, and Sandoval to be on the committee.

Vote: 3/2

Absent: None

Roll Call:

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

Director de la Rosa asked if he could vote for himself. Nubia Goldstein responded that he could. Director de la Rosa changed his vote to a Yes. Roll call was not re-taken.

(2:46:06) Chairperson Diamond suggested appointment of the following persons to the Water Committee:

Director de la Rosa

Director Donahue

Robert Hather

Henry Krzciuk

Albert Barreto

Chuck Grash

(2:46:30) A motion was made to appoint these persons to the Water Committee.

Motion: Chairperson Diamond

2<sup>nd</sup>: Director Donahue

Vote: 4/1

Absent: None

Roll Call:

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

(2:47:10) Chairperson Diamond suggested the formation of a policy and procedures ad-hoc committee.

(2:47:19) A motion was made to appoint Vice-Chairperson Tiwana and Chairperson Diamond to a policy and procedures Ad-Hoc committee.



Motion: Chairperson Diamond  
2<sup>nd</sup>: Director Donahue  
Vote: 5/0  
Absent: None

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

Items 5.F., 5.G., and 6.A. were delayed until the March meeting.

**6. CLOSED SESSION: (2:48:15)**

Chairperson Diamond read the items.

Public Comment –

(2:50:40) Julie Tacker commented.

(2:52:45) Henry Krzciuk commented.

(2:54:20) Michael Hanchett commented.

(2:55:40) Director Donahue asked about agenda Item 5.E.

Public Comment Continued:

(2:56:40) April Dury commented.

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code § 54956.9: Two (2) Potential Cases

**B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

(Gov. Code, § 54957(b)(1))

Title: General Manager

**\*\*\*\*RECONVENE TO OPEN SESSION\*\*\*\*  
(2 Hours)**

**(2:57:41) Report on Closed Session:** Nubia Goldstein reported that on item 7.A. direction was provided to staff to and the Board has elected not to disclose additional information related to this item. She further stated that on Item 7.B. further direction was provided to staff.

(2:59:00) A motion was made to table items 5.F., 5.G., and 6.A. to a future meeting.

2<sup>nd</sup>: None

(2:59:23) There was further discussion about item 5.E. and ad-hoc committees.

(3:00:43) A motion was made to table items 5.E. (portion) 5.F., 5.G., and 6.A. to a future meeting.

Motion: Chairperson Diamond

2<sup>nd</sup>: Director Donahue  
Vote: 5/0  
Absent: None

Roll Call:

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

**7. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS (3:01:20) –**

Director Kellas requested discussion related to hiring of a finance person with a CSDA background. Director Donahue requested the management plan for the Stillwater Instream Flow Study be added to the agenda.

**8. ADJOURNMENT @ 10:14 PM**

DRAFT

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

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Disbursements Journal for Board Approval**

March 2023

Type	Date	Num	Name	Memo	Paid Amount
<b>Disbursements for Board Approval: March, 2023 disbursements and February, 2023 bank fees</b>					
Check	02/14/2023	Elec Debit	Pacific Premier Bank (formerly HOB)	Bank fees 02.14.23.	-121.40
Paycheck	03/14/2023	2634	GWEN KELLAS	Board Service February 2, 2023 through March 1, 2023.	-184.70
Paycheck	03/14/2023	2635	JACQUELINE M DIAMOND	Board Service February 2, 2023 through March 1, 2023.	-184.70
Paycheck	03/14/2023	2636	MICHAEL C DONAHUE	Board Service February 2, 2023 through March 1, 2023.	-184.70
Bill Pmt -Check	03/14/2023	2637	Ashley & Vance Engineering Inc	Pipe Bridge Replacement - Engineering services through 01.31.2023. Inv 68684 dated 2/24/23.	-1,043.75
Bill Pmt -Check	03/14/2023	2638	CrisCom Company	Grant research, writing, and grant related services March, 2023. Inv #271062 dated 2/17/23.	-2,000.00
Bill Pmt -Check	03/14/2023	2639	Kathleen Fry Bookkeeping Services	Regular monthly bookkeeping services through 02.28.23. Inv CSD-2023-02 dated 02/28/23.	-1,550.00
Bill Pmt -Check	03/14/2023	2640	Lori Mather Video Services	Video services for Spec BOD Mtg 02.27.23; Pilot mtg to be held before 03.14.23; Reg BOD mtg 03.14.23. Invoice #3/1/2023.	-1,350.00
Bill Pmt -Check	03/14/2023	2641	Padre Associates, Inc	Environmental consulting services through 01.31.23: Outfall pipeline and General services. Inv 2023-295 dated 02/08/23.	-3,798.75
Bill Pmt -Check	03/14/2023	2642	Richard Davega. Davega's Mobile Notary.	Notary service for Director Diamond re: Hearst Easement. Inv 129453 dated 2/23/23.	-15.00
Bill Pmt -Check	03/14/2023	2643	San Simeon Ranch/Hearst Corp	Water Supply for Jan - Dec 2023, and limited term encroachment annual fee 2023. Inv Water Supply 2023 dated 01/27/23.	-15,000.00
Bill Pmt -Check	03/14/2023	2644	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period 03.20.23 - 04.20.23. Inv 44485 dated 2/20/23.	-450.00
Bill Pmt -Check	03/14/2023	2645	SLO County - Environmental Health	Cross Connection direct and admin costs for facility id FA0004646. Invoices 143439 and 143661 print date 2/09/23.	-92.60
Bill Pmt -Check	03/14/2023	2646	SLO County APCD (Air Poll Ctrl Dist)	Annual permit fee for backup generators for water system and wastewater system. Inv 22676 dated 2/8/23.	-2,083.84
Bill Pmt -Check	03/14/2023	2647	Stillwater Sciences	Pico Creek instream flow management plan services through 01.29.23. Inv 9840013 dated 2/03/23.	-2,780.00
Bill Pmt -Check	03/14/2023	2648	White Brenner LLP	General legal services through 12.31.22. Inv 46886 dated 1/31/23.	-1,627.20
Bill Pmt -Check	03/14/2023	2649	Grace Environmental Services (GES)	Operations Management, Electrical and Maintenance Fees March 2023. Inv # 1611 dated 3/01/23.	-60,308.23
Bill Pmt -Check	03/14/2023	2650	White Brenner LLP	Legal services through 01.31.23. Matters include: General, PRA, Redacted, Water, Hurlbert, and Mouchawar. Invoices 47108-47113 dated 3/02/2023.	-13,671.31
Liability Check	03/24/2023	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks issued current month.	-91.80
Check	03/25/2023	Elec Pymt	CalPers Fiscal Svcs Divn	Monthly Unfunded Accrued Liability payment. Cust. ID # 7226734344.	-1,433.58
<b>TOTAL</b>					<b>-107,971.56</b>

**CONSENT AGENDA ITEMS:**

- C. RATIFICATION AND APPROVAL OF A CONTRACT WITH KATHY FRY BOOKKEEPING SERVICES TO PROVIDE SERVICES TO THE DISTRICT.**



## **CONSENT AGENDA ITEM STAFF REPORT**

---

### **ITEM 4.C. RATIFICATION AND APPROVAL OF A CONTRACT WITH KATHY FRY BOOKKEEPING SERVICES TO PROVIDE SERVICES TO THE DISTRICT FOR THE PERIOD OF THREE YEARS.**

#### Discussion:

During the February 14, 2023, meeting the Board voted unanimously to award a contract to Kathy Fry Bookkeeping Services. Before the Board tonight is an updated contract template that has been reviewed by legal counsel.

#### Recommendation:

Board vote to approve the ratification of the contract with Kathy Fry to perform bookkeeping services.

Enc: Bookkeeping Contract with Kathy Fry Bookkeeping Services  
Proposal from Kathy Fry

## AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT FOR CONSULTANT SERVICES** (“Agreement”) is made and effective as of \_\_\_\_\_, (the “Effective Date”), between \_\_\_\_\_ a California \_\_\_\_\_ (“Consultant”), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). Consultant and District may be referred to in this Agreement individually as “Party” or collectively as “Parties”. There are no other Parties to this Agreement.

### RECITALS

- A.** District seeks to hire an independent contractor to perform accounting services to assist the District.
- B.** The District issued a Request for Proposals (“RFP”) to solicit a qualified professional to perform accounting services for the District. A copy of the District’s RFP containing a description of the accounting services needed by the District (the “Services”) is attached as **Exhibit A**. District desires to retain Consultant to perform the Services, subject to the terms and conditions set forth in this Agreement.
- C.** On March 14, 2023, the San Simeon Community Services District Board of Directors (“Board”) approved this Agreement and authorized the General Manager to execute the Agreement.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth below, the Parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall be \_\_\_\_\_ identified in the “Consultant’s Proposal”, attached hereto as **Exhibit B** and hereby incorporated by this reference.



2. **SERVICES**

Consultant shall perform the following Services: check writing for Board signature and payment, monthly warrant reports, balance sheets and monthly reporting by fund account and overall fund, reconcile the checking account and the tasks described in the RFP and Consultant’s Proposal. Monthly fund account reporting shall be emailed to the General Manager in Adobe pdf. format on a monthly basis.

3. **PERFORMANCE**

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

4. **AGREEMENT ADMINISTRATION**

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

5. **PAYMENT**

The District agrees to pay Consultant in accordance with Consultant's Proposal set forth in **Exhibit B**. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

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

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

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (60) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination, Upon termination of the Agreement pursuant to this Section, the Consultant will submit a final invoice, pursuant to Section 5 of this Agreement, and all relevant work product, historical work product in electronic and hard copy formats as deemed necessary by the District, up to the date of termination to the District.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

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

- (a) Bankruptcy or insolvency of any Party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.



(d) Completion of the Services as described in Section 2.

8. **DEFAULT OF CONSULTANT**

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

(b) If the General Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she may cause to be served upon the Consultant a written notice of termination.

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

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by District that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

11. **INDEMNIFICATION**

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

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

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

12. **INSURANCE**

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

13. **INDEPENDENT CONSULTANT**

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

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

14. **UNDUE INFLUENCE**

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

Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

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

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

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

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

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

17. **NOTICES**

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

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

With a copy to: District Counsel  
Attention: Nubia I. Goldstein, Esq.  
White Brenner LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, CA 95814

To Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **TIME**

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

22. **CONSTRUCTION**

The Parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience

and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

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

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**SAN SIMEON COMMUNITY SERVICES  
DISTRICT**

**CONSULTANT NAME HERE**

By: \_\_\_\_\_  
Charles Grace, General Manager

By: \_\_\_\_\_

EXHIBIT A

RFP

DRAFT

EXHIBIT B  
CONSULTANT'S PROPOSAL

DRAFT



**Re: RFP San Simeon CSD - Bookkeeping**

Kathy F. <kathleen.c.fry@gmail.com>

Tue 1/31/2023 8:30 AM

To: San Simeon CSD <admin@sansimeoncsd.org>

Dear San Simeon CSD Management and Board Members,

Please accept this as my response to your RFP for bookkeeping services.

Proposed rate for contract services described in the RFP:

\$ 1,550.00 per month for 2/1/2023 - 12/31/2023.

\$ 1,600.00 per month for 1/1/2024 - 12/31/2024

\$ 1,650.00 per month for 1/1/2025 - 12/31/2025.

Plus, reimbursement for cost of accounting software (QuickBooks) as billed by software provider:

Accountant Desktop Bundled with Payroll Software for 2023 is \$1,149 plus tax.

The annual subscription must be renewed in December each year to maintain continuity of payroll services.

If the bookkeeping contract is awarded to a new provider, the QuickBooks license would be transferred to that entity.

Services requested outside scope of contract to be provided at the rate of \$75.00 per hour.

As stated in the contract, this agreement may be cancelled at any time without cause by either the District or myself.

Thank you for your consideration of allowing me to continue to provide bookkeeping services to the District.

Kathleen Fry

Bookkeeping Services

1/31/2023

## EXHIBIT C

### INSURANCE REQUIREMENTS

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

*Consultant shall provide the following types and amounts of insurance:*

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

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

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

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. The policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to District for injury to employees of Consultant, subcontractors or others involved in the work. The scope of coverage provided is subject

to approval of District following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1 Million per occurrence.

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

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

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

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

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

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

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

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

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make

any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

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

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

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

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

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90)

days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

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

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

15. Consultant will renew the required coverage as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement.

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

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

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

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

20. Consultant agrees to be responsible for ensuring that no contract used by any party directly under contract with the Consultant and involved in the portion of the project under control of the Consultant reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to

reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

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

DRAFT

**CONSENT AGENDA ITEMS:**

- D. APPROVAL OF THE BASIS OF DESIGN AND THE 30% DESIGN PLANS FOR THE PIPE BRIDGE.**



## **CONSENT AGENDA ITEM STAFF REPORT**

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### **ITEM 4.D. APPROVAL OF THE BASIS OF DESIGN AND THE 30% DESIGN PLANS FOR THE PIPE BRIDGE.**

#### Summary:

Previously as part of a General Manager's report the Pipe Bridge 30% design was presented. The 30% design is presented this evening for approval as well as the basis of design.

#### Recommendation:

Approval of the Basis of Design and 30% Design.

Enc: Basis for Design Document  
30% Design Document



# BASIS OF DESIGN REPORT

## San Simeon Community Services District Pipe Bridge Replacement

PREPARED FOR

San Simeon Community Services District

10 FEBRUARY 2023

## Table of Contents

0	EXECUTIVE SUMMARY .....	1-1
0.1	Project Scope .....	1-1
0.2	Design Focus of the BDR and 30% drawings Submittal .....	1-1
1	PROJECT OVERVIEW.....	1-1
1.1	Project Background and Drivers.....	1-1
1.2	Project Description.....	1-1
1.3	Applicable Codes and Design Guidelines.....	1-2
1.4	List of Terms, Acronyms, and Abbreviations.....	1-2
1.5	Jurisdictional Agencies.....	1-2
1.6	Project Schedule .....	1-2
1.7	Permitting and Applications .....	1-3
1.8	Reference Material .....	1-3
2	EXISTING INFORMATION .....	2-3
2.1	Pipe bridge Site Information .....	2-4
2.2	Project Datum, Project Benchmarks, Survey Control and Local Flood Levels .....	2-4
2.3	Existing Wastewater Treatment PLant.....	2-4
2.4	Existing Utilities .....	2-4
2.5	Geotechnical Information.....	2-4
3	CIVIL SITE DESIGN CRITERIA.....	3-4
3.1	Grading.....	3-4
3.2	Bridge Piping.....	3-5
3.3	Drainage.....	3-5
3.4	Temporary Erosion Control.....	3-5
4	STRUCTURAL DESIGN CRITERIA.....	4-5
4.1	Applicable Codes and Standards.....	4-5
4.2	Material Properties and Loading Criteria.....	4-6
4.3	Design Procedures and Assumptions.....	4-8
4.4	Special Inspection and Structural Observation .....	4-9
5	ARCHITECTURAL DESIGN CRITERIA.....	5-9
5.1	General.....	5-9
6	CONSTRUCTION CONSIDERATIONS.....	6-9

## LIST OF TABLES

Table 1-1: Preliminary Project Schedule.....	1-3
Table 1-2: Project Permitting and Applications .....	1-3
Table 6-1: Dead Load Design Criteria .....	4-7
Table 6-2: Wind Load Design Criteria.....	4-7
Table 6-3: Seismic Load Design Criteria .....	4-8

## 0 Executive Summary

### 0.1 PROJECT SCOPE

This Basis of Design Report and the corresponding 30% Drawings and Specifications were produced to meet the requests of the San Simeon Community Services District (SSCSD) while incorporating feedback and input from the district gathered between August 2022 and early 2023.

#### 0.1.1 Scope Order of Precedence

Effort has been taken to make sure the BDR and 30% Drawings and Specifications match in scope. Where there is a disagreement in the depicted project scope, the following order of precedence currently applies, with 1 taking precedence over 2 and so forth:

1. Basis of Design Report
2. Civil and Structural Drawings & Sheet Specifications

### 0.2 DESIGN FOCUS OF THE BDR AND 30% DRAWINGS SUBMITTAL

The focus of design effort on the BDR and 30% Drawings Submittal achieves the following objectives:

- Clearly define the project scope inclusive of district feedback, input, and requested changes gained between August 2022 and early 2023.
- Complete conceptual level full size civil and structural plans and specifications to present to the SSCSD Board of Directors for board and community input, feedback, and questions as well as board approval of the engineering concepts presented.

## 1 Project Overview

### 1.1 PROJECT BACKGROUND AND DRIVERS

In 1999, a 74-foot-long pipe utility bridge was constructed over the Arroyo del Padre Juan Creek to route water and sewer pipes to the wastewater treatment plant located directly south of the bridge at 9245 Balboa Avenue in San Simeon, California. Since construction, the bridge has experienced corrosion and weathering. In January of 2009, AECOM, Inc. performed a repair and replacement study to analyze the condition of the utility bridge, and repair and replacement options were presented. Additional inspections were performed by Advantage Technical Services, Inc. (ATS) in December 2021 to determine the overall structural integrity of the pipe bridge. The ATS inspection concluded that 100% of the primary structural members experienced severe metal loss.

Due to the compromised structural integrity of the existing utility bridge, a like-in-kind pipe bridge replacement has been requested by the district.

### 1.2 PROJECT DESCRIPTION

The wastewater treatment plant currently services both residential and non-residential customers. The utility bridge supports the water and sewer pipes that feed into the wastewater plant.

Based on structural drawings provided by the District and prepared by Applied Engineering in 1999, the existing bridge appears to be supported at each end by cast-in-place concrete abutments over concrete pile caps over concrete piles extending into bedrock. Re-use of the existing concrete abutments and foundation system is anticipated for this like-in-kind bridge replacement. Like-in-kind replacement is understood to mean that the new bridge will be of similar size, weight, configuration, and material to that of the existing bridge; supporting imposed loads that are approximately equal to that of the current bridge. No pedestrian loads or access will be provided with the new bridge design as well as no additional piping or utilities.

The design approach includes utilizing a pre-engineered, prefabricated steel or aluminum utility bridge that will be assembled offsite and later placed into position. This approach is anticipated to minimize the amount of time and work required in the field and the associated impacts on the arroyo and surrounding areas, as well as the impact to the community services provided by the District. Structural, civil, geotechnical, and environmental services will be provided as required to assist in preparation and permitting of the associated construction documents. Final design of the bridge is to be provided by the bridge supplier that is awarded the project during the bidding phase.

### 1.3 APPLICABLE CODES AND DESIGN GUIDELINES

Where applicable, specific codes and standards are presented in the following sections for each discipline.

### 1.4 LIST OF TERMS, ACRONYMS, AND ABBREVIATIONS

BDR – Basis of Design Report

SSCSD - San Simeon Community Services District

WWTP – Wastewater Treatment Plant

CSD – Community Services District

### 1.5 JURISDICTIONAL AGENCIES

The following are the Jurisdictional Agencies for the Project:

- San Simeon Community Services District
- San Luis Obispo County
- California Regional Water Quality Control Board (RWQCB) (may not apply)

### 1.6 PROJECT SCHEDULE

The proposed project schedule is shown in Table 1-1 below.

The duration of construction, from Notice to Proceed to Substantial Completion (full operation), is estimated to be approximately 36 months. All start dates and durations are estimates only. If the dates change, subsequent dates may change accordingly.

Table 1-1: Preliminary Project Schedule

ACTIVITY	ESTIMATED START DATE
Project Kick-Off	August 01, 2022
Design Documents & Specifications	August 01, 2022
Permitting	May 01, 2023
Bid Phase	May 01, 2024
Construction Administration	August 01, 2024
Routine Review (Every 6 Months)	August 01, 2022

## 1.7 PERMITTING AND APPLICATIONS

The San Simeon Community Services District is responsible for project permitting coordination and management. Ashley & Vance Engineering has permitting support responsibility as outlined in Exhibit A of the Contract and as summarized in Table 1-2 below.

Table 1-2: Project Permitting and Applications

PERMIT / APPLICATION	AV ROLE	LEAD PARTY
County Building Permit	Support	SSCSD
Streambed Alteration Agreement (may not be required)	Support	Padre
Coastal Development Permit Categorical Exemption (may not be required)	Support	Padre

## 1.8 REFERENCE MATERIAL

This BDR has been developed in coordination with various documents, including the following:

- Arroyo Padre del Juan Pipe Bridge Repair/ Replacement Study, AECOM, January 2009
- Inspection Report for San Simeon Community Services District's Water and Sewer Pipe Bridge, Advantage Technical Services, Inc., December 2021
- Structural drawings prepared by Applied Engineering, June 29, 1999
- Geotechnical Engineering Report, Earth Systems, November 2022
- 30% Drawings and Specifications, Ashley & Vance Engineering, Inc., February 2023

## 2 Existing Information

This section discusses existing information for the San Simeon Community Services District (SSCSD) pipe bridge and the adjacent wastewater treatment plant.

## 2.1 PIPE BRIDGE SITE INFORMATION

The pipe bridge site is located approximately 100 yards east of the Pacific Ocean and immediately north of the wastewater treatment plant. The bridge spans over the Arroyo del Padre Juan.

The bridge is not located on property owned by the San Simeon CSD (APN 013-031-028 and 041). It is located on the Cavalier Acres, Inc. property described in Doc. #2004-008636 and is located in an easement in favor of the San Simeon CSD.

## 2.2 PROJECT DATUM, PROJECT BENCHMARKS, SURVEY CONTROL AND LOCAL FLOOD LEVELS

The coordinates and bearings as measures and shown on the project survey are on grid and are based upon the California coordinate system of 1983, CCS83, Zone 5 0405, (1991.35) in accordance with the California Public resources code section 8801-8819; Said coordinates and bearings are based locally upon field observed ties to Cal Trans control point PM54.58.

Based on the FEMA maps of this area, the pipe bridge is located in Zone A, or areas of flooding without a base flood elevation. The scope of this project is to replace the existing bridge and reuse the existing abutments. Any analysis of the base flood elevation, or changes to the bridge or abutment elevation is outside of the scope of work.

## 2.3 EXISTING WASTEWATER TREATMENT PLANT

The existing San Simeon Community Services District Wastewater Treatment Plant was originally constructed in 1999 and is located at 9245 Balboa Avenue in San Simeon. The site lies approximately 100 yards east of the Pacific Ocean. The average daily flow for the district is 77,500 gpd. No scope of work at the existing plant is anticipated or included.

## 2.4 EXISTING UTILITIES

The utilities that cross the bridge include an existing 8" waterline, an existing 8" sewer line and a 6" reclaimed water line that is not currently in use.

## 2.5 GEOTECHNICAL INFORMATION

A Geotechnical Engineering Report was prepared by Earth Systems for the San Simeon Community Services District Pipe Bridge Replacement on November 23, 2022. The report provided preliminary geotechnical engineering recommendations for foundations, drainage, and maintenance. The report was based on two hand-augured exploratory borings and two bulk samples tested for maximum density, optimum moisture content, expansion index, and direct shear. Additional geotechnical information and design information is also included in the report.

# 3 Civil Site Design Criteria

This section provides the design criteria associated with site-civil elements of the SSCSD pipe bridge.

## 3.1 GRADING

No onsite grading is anticipated.

## 3.2 BRIDGE PIPING

Plant process piping and site utility piping is shown on the Site Improvement Plans. All existing pipes on the pipe bridge are to be replaced. The new sewer line will match existing size and material, 8" ductile iron pipe, and will connect to existing infrastructure via flexible connections. The new water line will also match existing size and material, 8" ductile iron pipe, and will connect to existing infrastructure via flexible connections. The current reclaimed water line is not in use. This line will be evaluated for upsizing from a 6" ductile iron pipe to an 8" ductile iron pipe depending on the weight capacity of the bridge. If it is possible to upsize the pipe, a valve between the sewer line and this new upsized line will be installed that will allow for the diverting of flow between the pipes for maintenance purposes as requested by the CSD. If upsizing is not an option, the 6" ductile iron pipe will be capped and remain for future use.

The new bridge will be installed at the same elevation as the current bridge which will maintain current pipe slopes for the gravity sewer lines and maintain current hydraulics in the pressurized water main. FEMA flood elevations are not known, so the current bridge elevations will be matched. No impacts are anticipated to existing retaining walls, fencing, or signage.

## 3.3 DRAINAGE

No impacts to drainage are anticipated.

## 3.4 TEMPORARY EROSION CONTROL

A temporary silt fence will be installed along the top of bank of both sides of the creek in the vicinity of construction to prevent sediment from staging areas from entering the creek.

# 4 Structural Design Criteria

The structural design criteria are used to establish minimum design requirements for the replacement pipe bridge.

## 4.1 APPLICABLE CODES AND STANDARDS

The design codes, standards and references below will serve as the basis of design for the utility pipe bridge. The bridge shall be considered as a nonbuilding structure, per the applicable codes listed below.

- 2022 California Building Code (CBC).
- ASCE7-16: Minimum Design Loads for Buildings and Other Structures.
- American Institute of Steel Construction (AISC) Steel Construction Manual, 14th Edition.
- ACI 318-14: Building Code Requirements for Structural Concrete.
- AISC 360-10: Specification for Structural Steel Buildings.
- AISC Seismic Design Manual, 2nd Edition.
- American Welding Society (AWS), Structural Welding Code for each type of welded material including seismic supplement.
- American Iron and Steel Institute (AISI) Framing Standards and Specifications, 2012 Edition.



- Aluminum Association Design Manual, 2015 Edition.
- Geotechnical Engineering Report prepared by Earth Systems Pacific, 2022.

## 4.2 MATERIAL PROPERTIES AND LOADING CRITERIA

### 4.2.1 Material Properties

#### 4.2.1.1 Existing Cast-in-Place Concrete

- Cast-in-Place Structural Concrete – Bridge Abutments: Assumed  $f'_c = 3,000$  psi

#### 4.2.1.2 Existing Concrete Reinforcement

- Reinforcing Bars: Assumed  $f_y = 40,000$  psi

#### 4.2.1.3 Structural Steel

- W and WT Shapes (ASTM A992):  $f_y = 50,000$  psi
- HP Shapes (ASTM A572 Grade 50):  $f_y = 50,000$  psi
- M, S, C, MC Shapes (ASTM A36):  $f_y = 36,000$  psi
- L, Bars, Plates and Other Structural Shapes (ASTM A36):  $f_y = 36,000$  psi
- Rectangular and Square HSS Sections (ASTM A500 Grade C):  $f_y = 50,000$  psi
- Round HSS Sections (ASTM A500 Grade C):  $f_y = 46,000$  psi
- Pipe Sections (ASTM A53 Grade B, Type E or S):  $f_y = 35,000$  psi
- Weld Materials (ANSI/AWS D1.1, Table 3.1),  
using E70XX filler metal with minimum tensile strength:  $F_w = 70,000$  psi
- High Strength Bolts (ASTM F593 Alloy Group 2),  
tensile strength:  $f_y = 60,000$  psi (Min.)
- Threaded Rods (ASTM F593 Alloy Group 2),  
tensile strength  $f_y = 60,000$  psi (Min.)

#### 4.2.1.4 Epoxy

- HILTI HIT-RE 500 V3 (ICC ESR-3814)
- Simpson SET-3G (ICC ESR-4057)

#### 4.2.1.5 Aluminum

- Aluminum Association Standard Shapes (ASTM B308, Alloy 6061-T6).
- Sheet and Plate (ASTM B209, Alloy 6061-T6).
- Material Strengths for All Aluminum Materials:
  - Tensile Yield Strength:  $F_{ty} = 35,000$  psi
  - Compressive Yield Strength:  $F_{cy} = 35,000$  psi
  - Shear Yield Strength:  $F_{sy} = 20,000$  psi

## 4.2.2 Loading Criteria

Self-weight, dead, and live loads will be considered as vertical loads. Lateral loads considered will be from the effects of wind and seismic activity.

Wind loads will be addressed for a maximum expected wind speed, exposure, and risk category. Seismic loads will be addressed for acceleration based on mapped acceleration parameters, risk category, and geotechnical investigations for the site. The risk category will be used to determine the importance factor and seismic design category for the seismic design of the project. These design criteria are listed in the following tables.

### 4.2.2.1 Dead Loads

The weight of all permanent construction including such items as piping, pipe contents, bridge, & decking (where occurs) shall be considered as dead load. Dead load design criteria are indicated in Table 4-1.

Table 4-1: Dead Load Design Criteria

PARAMETER	VALUE
Filled Pipes, 8-inch diameter (3 Total)	155 plf minimum over full length of bridge
Bridge & Decking	Per Bridge Manufacturer

### 4.2.2.2 Live Loads

The pipe bridge is to be designed with either a 25 psf area load or a 250lb point load (worst case loading) to account for routine maintenance live loading induced on the bridge. The bridge will not be designed for any pedestrian live loading.

### 4.2.2.3 Wind Loads

Bridge components resisting lateral wind-loading affects will be designed for the effects of wind loading in accordance with CBC Section 1609 and ASCE 7. ASCE 7 Chapter 29 (Wind Loads on Other Structures and Building Appurtenances – MWFRS) will apply to the lateral wind loading of the bridge. Additional wind load design criteria are indicated in Table 4-2.

Table 4-2: Wind Load Design Criteria

PARAMETER	VALUE
Risk Category	III
Importance Factor	1.0
Basic Wind Speed	98 mph
Exposure Category	D

#### 4.2.2.4 Seismic Load

Bridge components resisting lateral seismic-loading affects will have seismic loads determined in accordance with CBC section 1613 and ASCE 7. The utility bridge shall be considered a nonbuilding structure and will be designed to ASCE 7, Chapter 15 (Seismic Design Requirements for Nonbuilding Structures). Additional seismic load design criteria are indicated in Table 4-3. Roller type supports are to be used for all components mounted to and supported by the bridge. Pipe couplings at each end of the bridge shall be flexible.

Table 4-3: Seismic Load Design Criteria

PARAMETER	VALUE
Risk Category	III
Importance Factor	1.25
Site Class	D
Spectral response acceleration parameter at short periods, $S_s$	1.362
Spectral response acceleration parameter at a period of 1 sec, $S_1$	0.479
Seismic design category	D
Design coefficients and factors for seismic force resisting system - Nonbuilding Structures	ASCE 7, Chapter 15
Seismic dead loads	Actual

#### 4.2.2.5 Bridge Anchorage and Piping Loads

Unless noted otherwise, the replacement bridge will be mounted to the existing pile caps. The bridge shall be mounted in a level manner using high-strength, non-shrink grout (where required or specified on the structural plans). All bridge supports will be positively connected with 316 stainless steel threaded rod or 316 stainless steel expansion anchors.

All piping with a diameter of twelve inches or less will be evaluated as a uniform distributed load. The weight of all piping and contents will be considered as a dead load.

### 4.3 DESIGN PROCEDURES AND ASSUMPTIONS

#### 4.3.1.1 Pre-Engineered Metal Bridges

Pre-engineered metal bridges shall be designed, detailed, and fabricated in accordance with governing design codes and standards by a metal bridge manufacturer qualified for the applicable scope of work. The bridge will also be in accordance with the project documents. Where a discrepancy exists between the governing standards and the project documents, the most restrictive provisions shall apply. All support reaction loads will be provided by the metal bridge

manufacturer to the engineer of record for verification of existing abutment foundations in accordance with the parameters of the project geotechnical report. Detailed shop drawings and calculations sealed by a registered professional engineer, licensed in the state of California, will be required, and shall be provided by the bridge manufacturer.

#### 4.4 SPECIAL INSPECTION AND STRUCTURAL OBSERVATION

Special inspections and structural observations will be required in accordance with the requirements of CBC, Chapter 17. These inspections and observations will be included with the project documents. The requirements listed on the project documents does not waive the right of the governing jurisdiction to require additional testing and inspection of any material at any time.

## 5 Architectural Design Criteria

### 5.1 GENERAL

The pipe bridge aesthetic shall meet the requirements of and be approved by the San Simeon Community Services District. Additional design considerations including, but not limited to, durability, compatibility with the marine environment, and long-term maintenance procedures shall be coordinated with and approved by the San Simeon Community Services District prior to design and fabrication of the bridge.

## 6 Construction Considerations

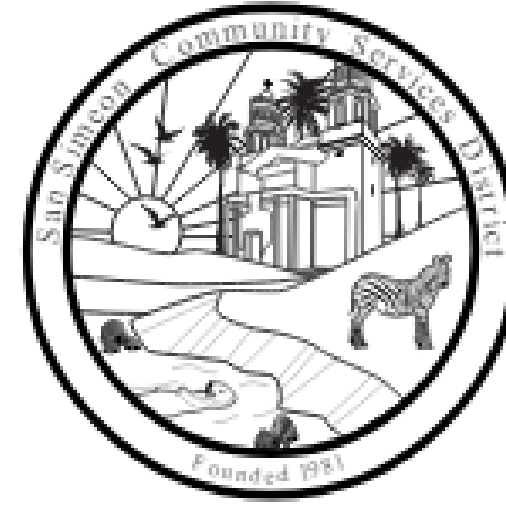
The pipe bridge is located within an easement on the neighboring parcel. It is likely that in order to complete this project, various construction activities may need to occur on neighboring parcels. San Simeon CSD will be responsible for contacting and negotiating with these property owners.

Based on conversations with SSCSD, the water main crossing the bridge is part of a looped system and could potentially be shut down for short periods during construction.

The sewer main leading to the upstream manhole on the north side of the bridge is to remain in service during all phases of construction. One approach may be to employ pump trucks for pumping out of the manhole to a pump truck and driving the waste around to the treatment plant. Consideration should be given to performing construction work during periods of low flows, such as overnight. Construction staging and operations that keep the sewer main operational may need to occur on neighboring properties.

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# PIPE BRIDGE REPLACEMENT



## 30% CONSTRUCTION PLANS FOR SAN SIMEON COMMUNITY SERVICES DISTRICT PIPE BRIDGE REPLACEMENT

FEBRUARY 2023



**PROJECT VICINITY**

**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-4-1	DETAIL SHEET
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  
94245 BALBOA AVENUE  
SAN SIMEON, CA 93452

**UTILITY CONTACT LIST:**

**PG&E COMPANY**  
406 HIGUERA ST.  
SAN LUIS OBISPO, CA 93401  
805-743-5000

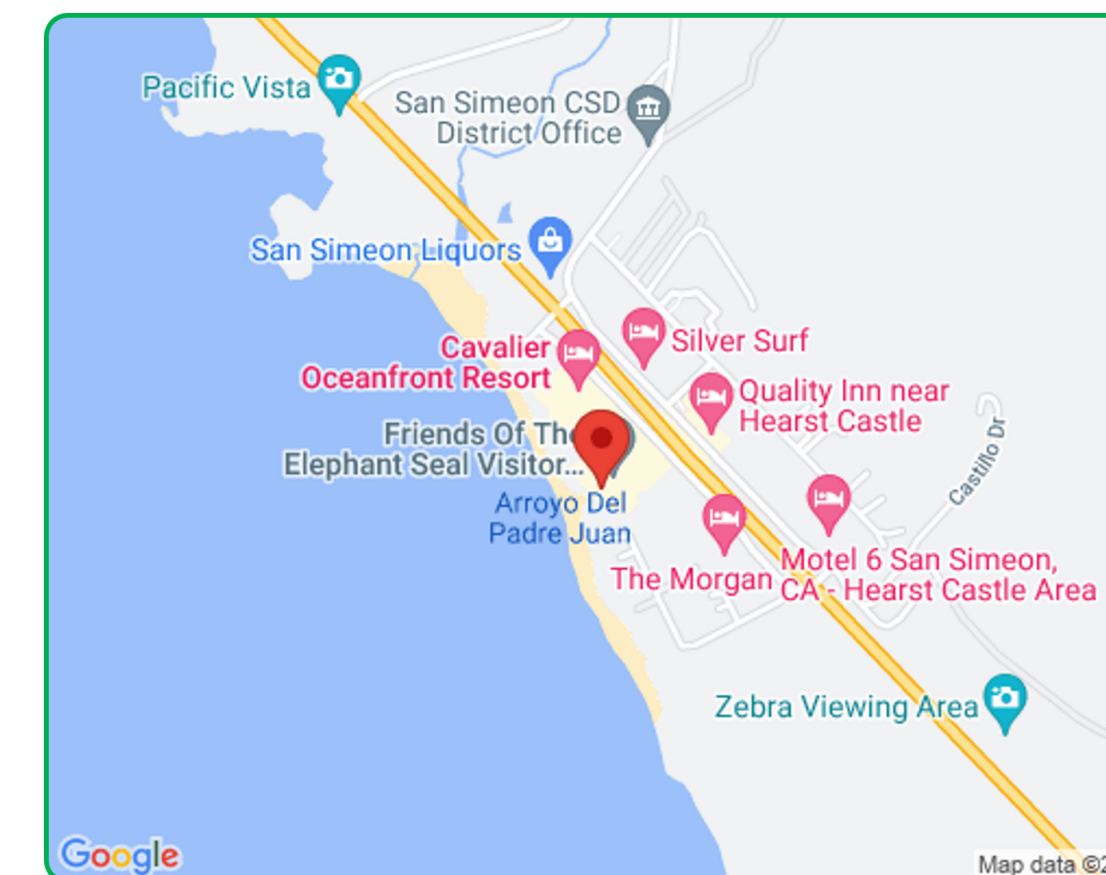
**SOUTHERN CALIFORNIA GAS COMPANY**  
P.O. BOX C  
MONTEREY PARK, CA 91756  
800-427-2200

**CHARTER COMMUNICATIONS**  
7775 SAN LUIS AVE.  
ATASCADERO, CA 93422

**SAN SIMEON CSD**  
111 PICO AVENUE  
SAN SIMEON, CA 93452

**SAN SIMEON CABLE**  
866-631-1214

**HUEGHES NET**  
844-737-2700



**PROJECT VICINITY MAP**  
NOT TO SCALE



1229 CARMEL STREET  
SAN LUIS OBISPO, CA 93401  
(805) 545-0010  
WWW.ASHLEYVANCE.COM

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Engineer of Record:



### PIPE BRIDGE REPLACEMENT 94245 BALBOA AVENUE SAN SIMEON, CALIFORNIA

REVISION:


PROJ. ENGR.: N. VINCENT    PHONE EXT.: 150  
PROJ. MNGR.: I. SHOEBRIDGE    PHONE EXT.: 116  
DATE: 10 FEB. 2023    SCALE: NTS  
A&V JOB NO.: 22705

COVER PAGE

**GOVERNING BUILDING CODES**

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

- 2022 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.

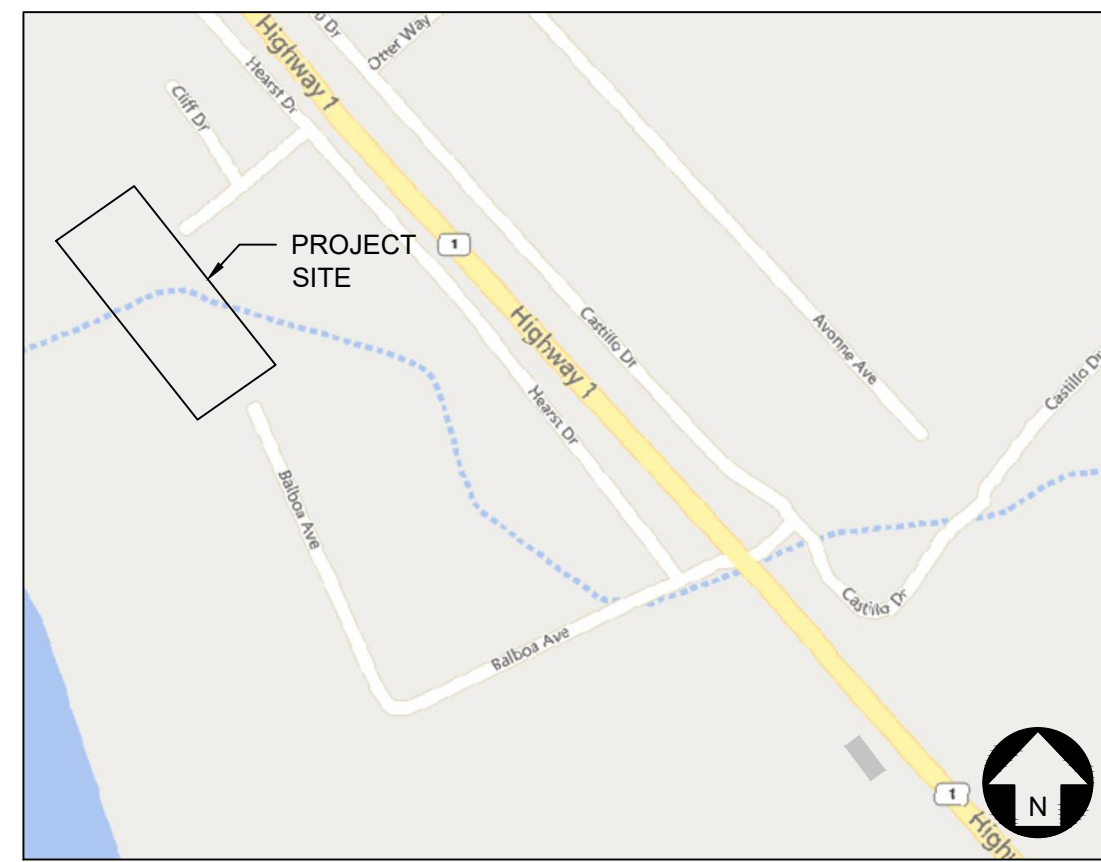
**B. GEOTECHNICAL ENGINEER'S RESPONSIBILITIES:**

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**



**PROJECT INFORMATION**

APN: 013-031-028, 041, & 046  
 SITE AREA: 1.789 AC  
 AREA DISTURBED: 0 AC  
 GRADING INFORMATION\*  
 CUT QUANTITY: 0 CUBIC YARDS  
 FILL QUANTITY: 0 CUBIC YARDS  
 NET QUANTITY: 0 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 SHOULD 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.

**SCOPE OF WORK**

REPLACE EXISTING UTILITIES INCLUDING SEWER, WATER AND RECLAIMED WATER ACROSS THE EXISTING PIPE BRIDGE.

**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-2.2	SITE PROFILES
C-4.1	DETAIL SHEET
C-5.1	EROSION CONTROL PLAN

**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.

Plan Prepared By:



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Engineer of Record:



**PIPE BRIDGE REPLACEMENT**  
 9245 BALBOA AVE  
 SAN SIMEON, CA 93452

Revisions:

1	.
2	.
3	.
4	.

Project Engineer: EMD Ext: 141  
 Project Manager: KEA

Date: 02/10/2023 Scale: PER PLAN  
 AV Job No: 22705 Sheet Size: 24" x 36"

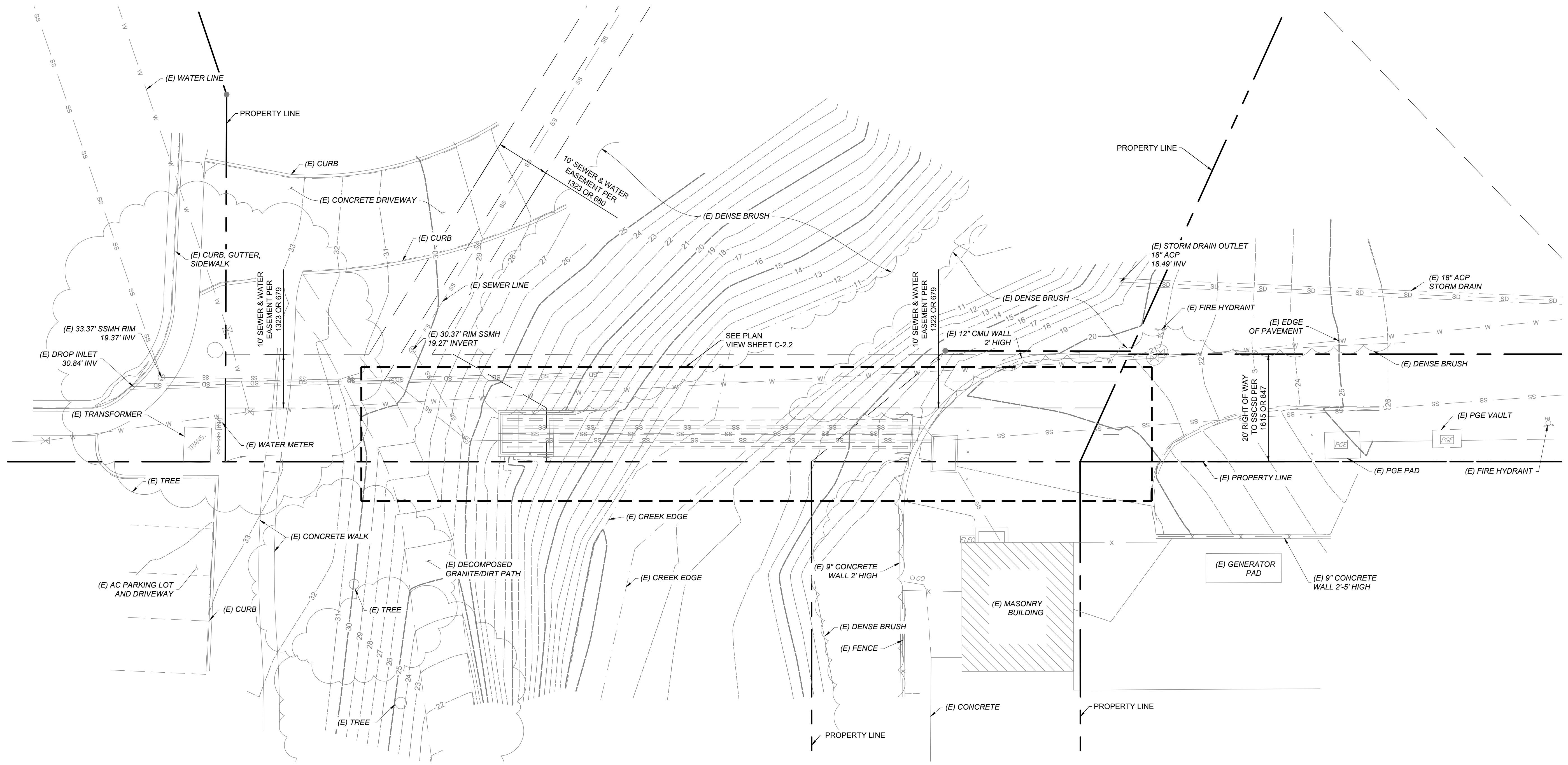
**30% PROGRESS**  
**TITLE SHEET**  
**C-0.1**

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 -</b>		COUNTY POST MILES <b>XX.XX</b>	COUNTY ROAD NO. <b>91200</b>
		SHEET <b>1</b>	OF <b>5</b>







**GENERAL NOTES:**

SEE DEMOLITION AND PROTECTION PLAN FOR ADDITIONAL INFORMATION.

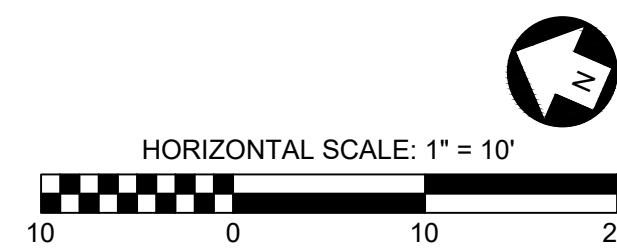
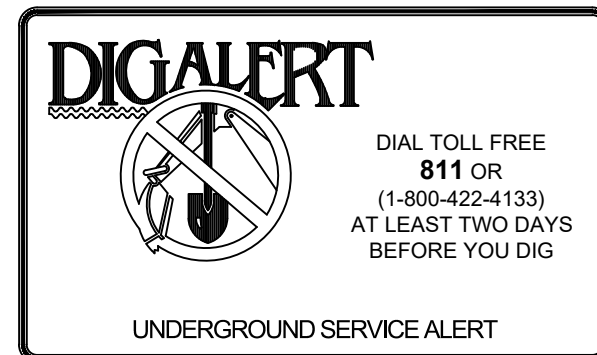
ALL DEMOLITION AND GRADING SHALL BE IN COMPLIANCE WITH THE RECOMMENDATIONS CONTAINED IN THE SOILS REPORT PREPARED BY EARTH SYSTEMS PACIFIC, FILE NO. 305585-001, DATE: NOVEMBER 23, 2022 AND ALL ADDENDA TO THE REPORT SHALL BE CONSIDERED PART OF THESE PLANS. CONTRACTOR SHALL CONTACT SOILS ENGINEER PRIOR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

COORDINATE ALL TIE-INS OF NEW SEWER MAINS TO EXISTING SEWER MAINS WITH THE DISTRICT TO MINIMIZE SERVICE INTERRUPTIONS. PROVIDE AT LEAST 5 WORKING DAYS NOTICE PRIOR TO CONSTRUCTION. CONNECTIONS TO EXISTING SYSTEM SHALL OCCUR BETWEEN THE HOURS OF 8AM AND 4PM AND BE COORDINATED WITH THE DISTRICT. ALL SHUTDOWNS REQUIRE 3-WEEKS NOTICE. (FROM CAMBRIA CSD PLANS, SEE TO AV FOLDER "NOTES FROM SHOE", ADD NOTES SECTION ON NOTES SHEET FOR PIPELINE SPECIFIC NOTES?)

PUMPING WILL BE NECESSARY. A TEMPORARY BYPASS IS REQUIRED IN ORDER TO MAKE THE CONNECTION OF THE PROPOSED SANITARY SEWER TO THE EXISTING. THE SSCSD HAS ESTIMATED FLOWS TO BE IN THE RANGE OF 400 GPM TO 1,100 GPM (NOTE FROM SCREENSHOT FROM SHOE)



Plan Prepared By:



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SAN SIMEON, CA 93452

Revisions:

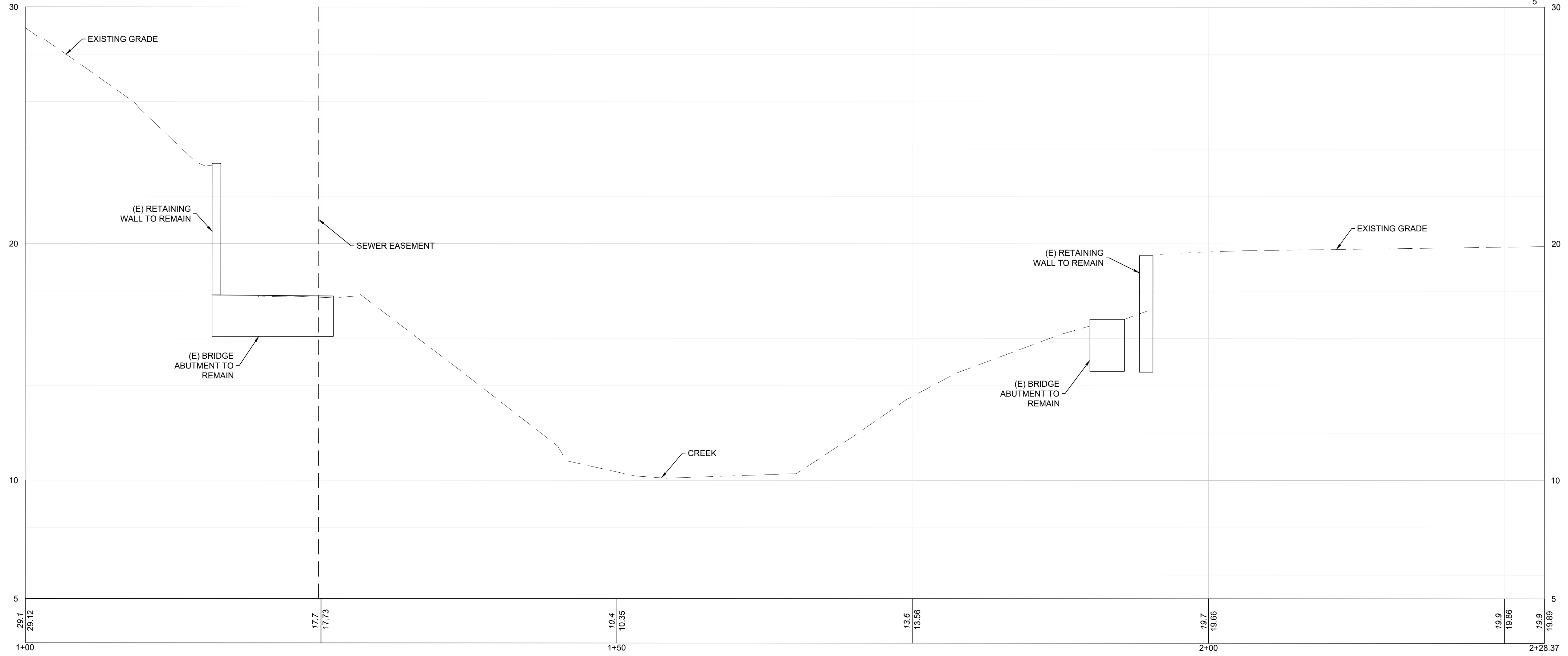
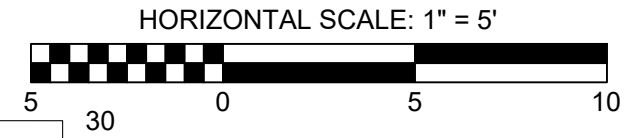
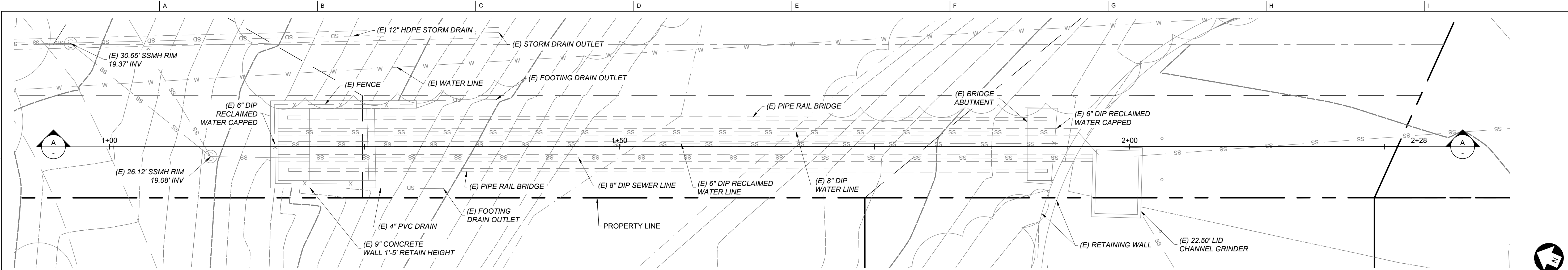
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2	
3	
4	
5	

Project Engineer: EMD Ext: 141  
Project Manager: KEA  
Date: 02/10/2023 Scale: PER PLAN  
AV Job No: 22705 Sheet Size: 24" x 36"

**30% PROGRESS SITE IMPROVEMENT PLAN**

**C-2.1**

PRELIMINARY PLANS - NOT FOR CONSTRUCTION

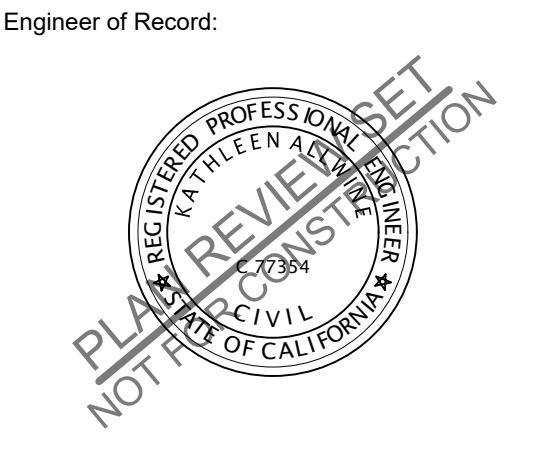


EXISTING PIPE BRIDGE PROFILE  
 HORZ: 1" = 5'  
 VERT: 1" = 2.5'

**Ashley & Vance**  
 ENGINEERING, INC.  
 CIVIL • STRUCTURAL

1228 Carmel Street  
 San Luis Obispo, CA 93401  
 (805) 545-0010  
 www.ashleyvance.com

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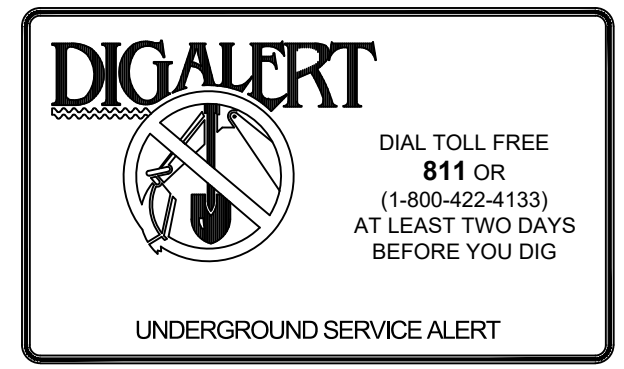
**PIPE BRIDGE REPLACEMENT**  
 9245 BALBOA AVE  
 SAN SIMEON, CA 93452

Revisions:

1	
2	
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4	
5	

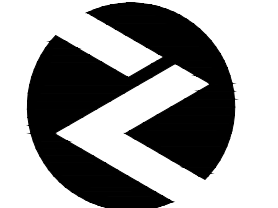
Project Engineer: EMD      Ext: 141  
 Project Manager: KEA  
 Date: 02/10/2023      Scale: PER PLAN  
 AV Job No: 22705      Sheet Size: 24" x 36"

30% PROGRESS  
 SITE PROFILES  
**C-2.2**





Plan Prepared By:

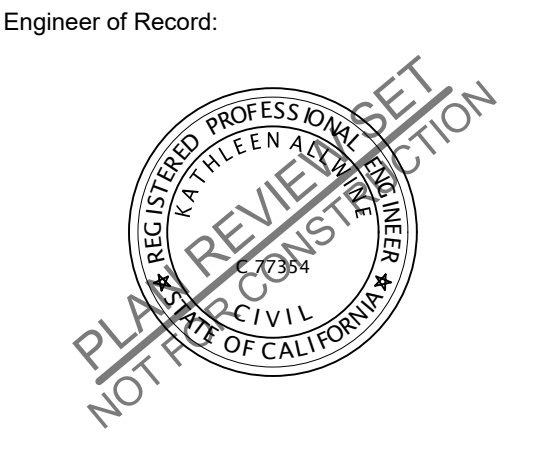


**Ashley & Vance**  
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**PIPE BRIDGE REPLACEMENT**

9245 BALBOA AVE  
SAN SIMEON, CA 93452

Revisions:

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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"

30% PROGRESS  
DETAIL SHEET

**C-4.1**







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 & REPLACED. REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION

APPROXIMATE (E) PROPERTY LINE. COORDINATE AND VERIFY WITH CIVIL PLANS

(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

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Engineer of Record:



**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: 10 FEB. 2023    SCALE: 1/4"=1'-0"  
A&V JOB NO.: 22705

**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.

DEMOLITION PLAN

S-2.1

EXISTING CURB & CONCRETE DRIVEWAY

ARROYO DEL PADRE JUAN

(E) FOOTING, PILE, & WALLS TO REMAIN

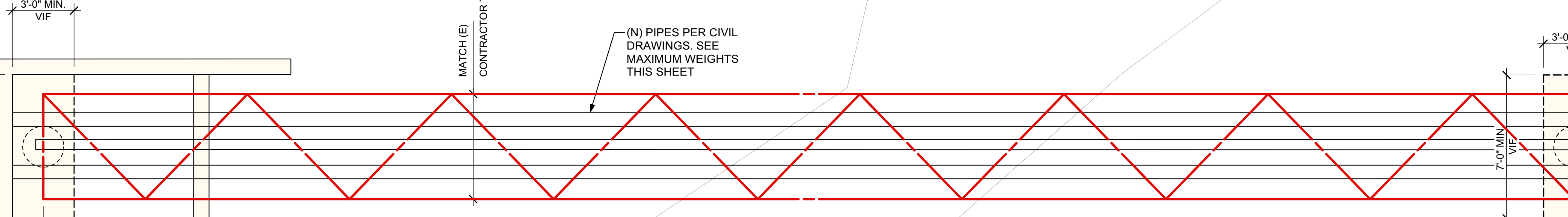
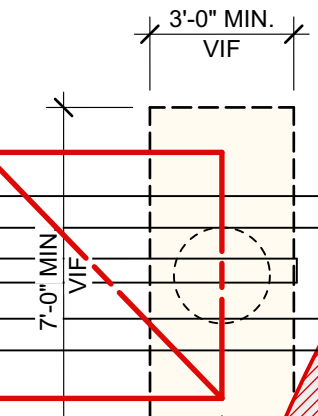
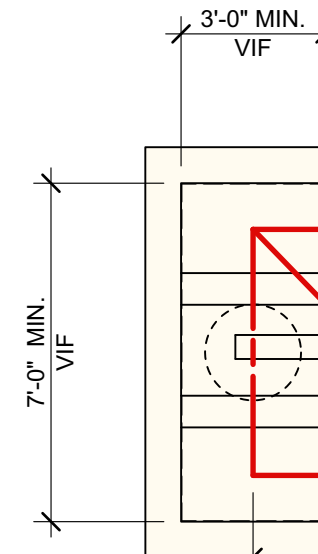
MATCH (E) CONTRACTOR TO VIF

APPROXIMATE (E) PROPERTY LINE. COORDINATE AND VERIFY WITH CIVIL PLANS

(E) FOOTING & PILE WALLS TO REMAIN

(E) 12" CMU SITE WALL TO REMAIN

(E) CHANNEL GRINDER TO REMAIN



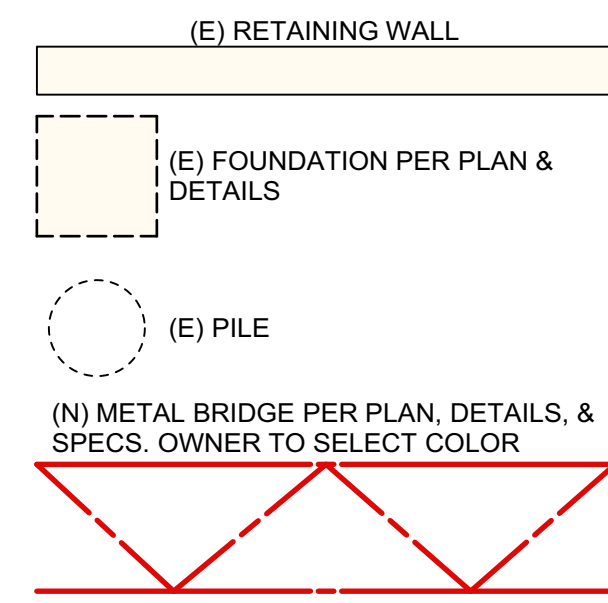
EXISTING DECOMPOSED GRANITE PATHWAY

**GENERAL NOTES**

- PLEASE SEE SOILS REPORT FOR ADDITIONAL SPECIFICATIONS AND RECOMMENDATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THE SOILS REPORT FROM THE OWNER OR OWNERS REPRESENTATIVE.
- PRIOR TO THE CONTRACTOR REQUESTING A BUILDING DEPARTMENT FOUNDATION INSPECTION, THE SOILS ENGINEER SHALL ADVISE THE BUILDING INSPECTOR IN WRITING THAT:
  - A) BUILDING PAD WAS PREPARED IN ACCORDANCE WITH SOILS REPORT
  - B) UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED, AND
  - C) FOUNDATION EXCAVATIONS, THE SOIL'S EXPANSIVE CHARACTERISTICS AND BEARING CAPACITY CONFORM TO THE SOILS REPORT.

SEE GENERAL NOTES & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND MATERIAL SPECIFICATIONS.

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



**NEW METAL PIPE BRIDGE DESIGN CRITERIA**

DESIGN CRITERIA SHOWN BELOW ARE MINIMUMS. COMPLETE DESIGN PROCEDURE TO BE PERFORMED BY METAL BRIDGE MANUFACTURER.

**PROJECT INFO.**  
 CITY: SAN SIMEON  
 COUNTY: SAN LUIS OBISPO  
 STATE: CALIFORNIA

**BUILDING CODE**  
 BUILDING CODE: 2022 CALIFORNIA BUILDING CODE (BASED ON 2021 INTERNATIONAL BUILDING CODE)  
 RISK CATEGORY: SEE SHEET S-1.1

**LIVE LOAD:**  
 MAINTENANCE LOADS: 25 PSF OR 250 LB POINT LOAD (WORST CASE LOADING)

**MATERIAL DEAD WEIGHT**  
 BRIDGE & DECKING DEAD LOAD: PER DESIGNER  
 MAX ALLOWED FILLED PIPE WEIGHTS (UNFACTORED), TOTAL (3) 8" PIPES: 155 PLF

**WIND LOAD**  
 WIND SPEED: SEE SHEET S-1.1  
 WIND EXPOSURE: SEE SHEET S-1.1

**SEISMIC LOAD**  
 $S_S / S_1$  = SEE SHEET S-1.1  $S_{MS} = 1.362 g$   
 $S_{DS} / S_{D1}$  = SEE SHEET S-1.1  $S_{M1} = 0.872 g$

SITE SOIL CLASSIFICATION: SEE SHEET S-1.1

**SNOW LOAD**  
 GROUND SNOW LOAD: 0.0 PSF

**DEFLECTION CRITERIA**  
 HORIZONTAL DEFLECTION LIMIT: L/360  
 VERTICAL DEFLECTION LIMIT: L/360

**MAXIMUM REACTIONS (ASD)**  
 THE MAXIMUM REACTION ON ONE ABUTMENT FROM ALL DEAD LOADS INCLUDING SELF-WEIGHT & FILLED PIPE WEIGHTS SHALL NOT EXCEED 9500 LBS.

**CORROSION PROTECTION**  
 GALVANIZED STEEL FRAMING, 316 STAINLESS STEEL ANCHOR BOLTS/NUTS/WASHERS, NON-CORROSIVE HIGH STRENGTH BOLTS AND NON-CORROSIVE METAL SIDING & ATTACHMENTS REQUIRED.

REVISION:


PROJ. ENGR.: N. VINCENT PHONE EXT.: 150  
 PROJ. MNGR.: J. SHOEBRIDGEPHONE EXT.: 116  
 DATE: 10 FEB. 2023 SCALE: 1/4"=1'-0"  
 A&V JOB NO.: 22705

**NEW BRIDGE PLAN**

**S-2.2**

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



## **Business Action Item 5.A**



## **BUSINESS ACTION ITEM STAFF REPORT**

---

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

#### Summary:

Included is a compiled list of goals and priorities for the San Simeon CSD. The 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: 2023/2024 Proposed List of Goals

## San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452

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

### 2023-2024 Goals and Priority List

Item No.	Priority	Description	Assigned	Status
1		Complete the new tank project and determine its location.		
2		Select area outside of the San Simeon residential areas for the WWTP.		
3		Establish out of town WWTP site and pass an ordinance prohibiting any in town sites.		
4		Acquire a back-up generator for reverse osmosis system and wells.		
5		Select a new General Manager/Operations Manager with public service, finance, CSD administration and accounting experience, and with appropriate certifications.		
6		Review and update (legal and practical considerations) all District policies and procedures.		
7		Replace the Pipe Bridge. Direct Ashley Vance to evaluate pipe bridge foot bridge combination utilizing existing footings. Secure grant funds.		
8		Lift the water moratorium.		
9		Issue conditional will serve letters issued sequentially over a short time frame to		

		everyone on the water wait list who wishes to have one.		
10		Implement a mutual aid MOU between San Simeon and Cambria.		
11		Implement a comprehensive wastewater & water ordinance that includes connection fees and eliminates all water shortage alerts notifications except for district website. Rate Stud/Prop. 218.		
12		Once Stillwater monitoring is in place, liaison with SLO County Planning and Coastal Commission to amend the LCP.		
13		Review and update the Akel report that reasonably estimates maximum annual RO usage, corrects the current % brine inaccuracy and trues up residential usage.		
14		Address beach access matter pertaining to the Mouchawar Trust.		
15		Secure a water supply generator.		
16		Revisit CHRP.		
17		Find an option that will allow for continued remote appearances at meetings.		
19		Board of Director Training – Brown Act and other relevant subjects.		
20		Outreach to community. Find ways to engage the community without violating the Brown Act.		
21		Spanish Community Outreach, including translation of the SSCSD newsletter which would be sent to all residents; include a bilingual survey that would ask residents what their needs are.		
22		San Simeon Food bank to provide for residents in need.		
23		Neighborhood Watch Units.		

24		Work with owners of empty lots to prevent cars from parking in empty lots by laying down barriers.		
25		Organize clean up Saturdays every other month in which resident volunteers would pick up debris on community streets and beaches, including cover up of occasional graffiti.		
26		Address shortfall in District budget.		
27		Review and update District records policy and internal document protocols.		

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

1. General Manager and Operations

List of Priority Key:

- 1 – high priority
- 2 – medium priority
- 3 – low priority

DRAFT

**Business Action Item 5.B.**



## **BUSINESS ACTION ITEM STAFF REPORT**

---

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

#### Summary:

During the February 14, 2023, Board meeting the Board voted to appoint the following standing committee members:

#### Budget/Finance Committee:

Director Donahue  
Director de la Rosa  
Henry Krzciuk  
Miguel Sandoval

#### Water/Facilities Committee:

Director de la Rosa  
Director Donahue  
Robert Hather  
Henry Krzciuk  
Albert Barreto (resigned March 2023)  
Chuck Grash (resigned March 2023)

#### Existing Ad-Hoc Committee Members:

Hurlbert Negotiation: Jacqueline Diamond, Karina Tiwana

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

Policies and Procedures: Jacqueline Diamond, Karina Tiwana

Misc. Items:

Parking on District Streets Committee: Michael Donahue

Recommendation:

It is recommended that the following occur:

1. The Chairperson may wish to appoint additional members to the standing committees, contingent upon Board approval.
2. The Board may choose to make additional changes to the ad-hoc committees, per the request of Director Donahue, contingent upon Board approval



**Business Action Item 5.C.**



## **BUSINESS ACTION ITEM STAFF REPORT**

---

### **ITEM 5.C. DISCUSSION AND APPROVAL OF STILLWATER PICO CREEK STREAM FLOW MANAGEMENT PLAN TECHNICAL MEMORANDUM AND PROPOSAL FOR LONG-TERM PICO CREEK MONITORING.**

#### Summary:

At the November Board meeting, Stillwater presented the Pico Creek Instream Flow Study. The Board voted to approve the study and directed GES staff to submit this document to the County. The Board provided direction to Stillwater, and asked for a long-term monitoring plan proposal for Pico Creek monitoring. Before you tonight, is the the scope of work and proposal to provide monitoring for the Pico Creek Stream Flow Management Recommendations.

#### Recommendation:

GES Staff is looking for the Board to review the scope of work and cost proposal and provide further direction or approval for the Pico Creek Stream Flow Management Recommendations monitoring.

Enc: Stillwater Technical Memo Pico Creek Stream Flow Management Plan  
Proposal for Long Term Monitoring



## TECHNICAL MEMORANDUM

DATE: February 14, 2023  
TO: Charles Grace  
FROM: Ken Jarrett  
SUBJECT: Pico Creek Stream Flow Management Plan

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### 1 INTRODUCTION

The San Simeon Community Services District (the District) commissioned Stillwater Sciences to conduct an Instream Flow Study in Pico Creek (Stillwater Sciences and Cleath-Harris Geologists 2022<sup>1</sup>). The goal of the study was to evaluate aquatic habitat conditions and assess the potential influence of the District's groundwater pumping operations on stream flow in lower Pico Creek. Habitat conditions for special status aquatic species were assessed over a range of stream flows within lower Pico Creek, where the creek flows over the groundwater basin, and stream flow is most likely to be influenced by groundwater pumping. Of the sensitive aquatic species found in Pico Creek, steelhead (*Oncorhynchus mykiss*) are the most vulnerable to changes in stream flow. Based on habitat evaluations conducted at 4.10, 1.56, 0.86, 0.35, 0.14 and 0.11 cfs, results from this study indicate that during stream flows of 1.56 cfs or less, aquatic habitat in lower Pico Creek is sensitive to changes in stream flows. Reductions in flow when stream flow is at 1.56 cfs or less leads to reduced habitat quantity and habitat quality for juvenile steelhead in lower Pico Creek.

### 2 GROUNDWATER PUMPING EFFECTS

Individual pump tests were conducted for each of the District's two groundwater wells, to assess the connection between the District's groundwater pumping operations and stream flows. A slight (~0.10 cfs) decrease in surface flow was observed during the pump test for Well #1 (Figure 26 in Stillwater Sciences and Cleath-Harris Geologists 2022<sup>1</sup>), which pumps water from shallower in the groundwater basin compared to Well #2 (Figure 1 below). No decrease in surface flow was observed during the pump test for Well #2 (Figure 27 in Stillwater Sciences and Cleath-Harris Geologists 2022<sup>1</sup>), which pumps water from deeper in the groundwater basin and below an impermeable clay layer separating the deeper section of the groundwater basin from the stream flow in lower Pico Creek (Figure 1 below). In addition, ongoing water quality monitoring of water produced from both of the District's groundwater wells (Well #1 and Well #2) indicate levels of chloride and bacterial (total and E-coli) concentrations from water in Well #1 are similar

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<sup>1</sup> 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.

to surface water conditions, while concentrations in water from Well #2 are substantially lower (pers comm. Charles Grace). The differences in chloride and bacterial concentrations indicate a disconnect between surface water and water pumped from Well #2.

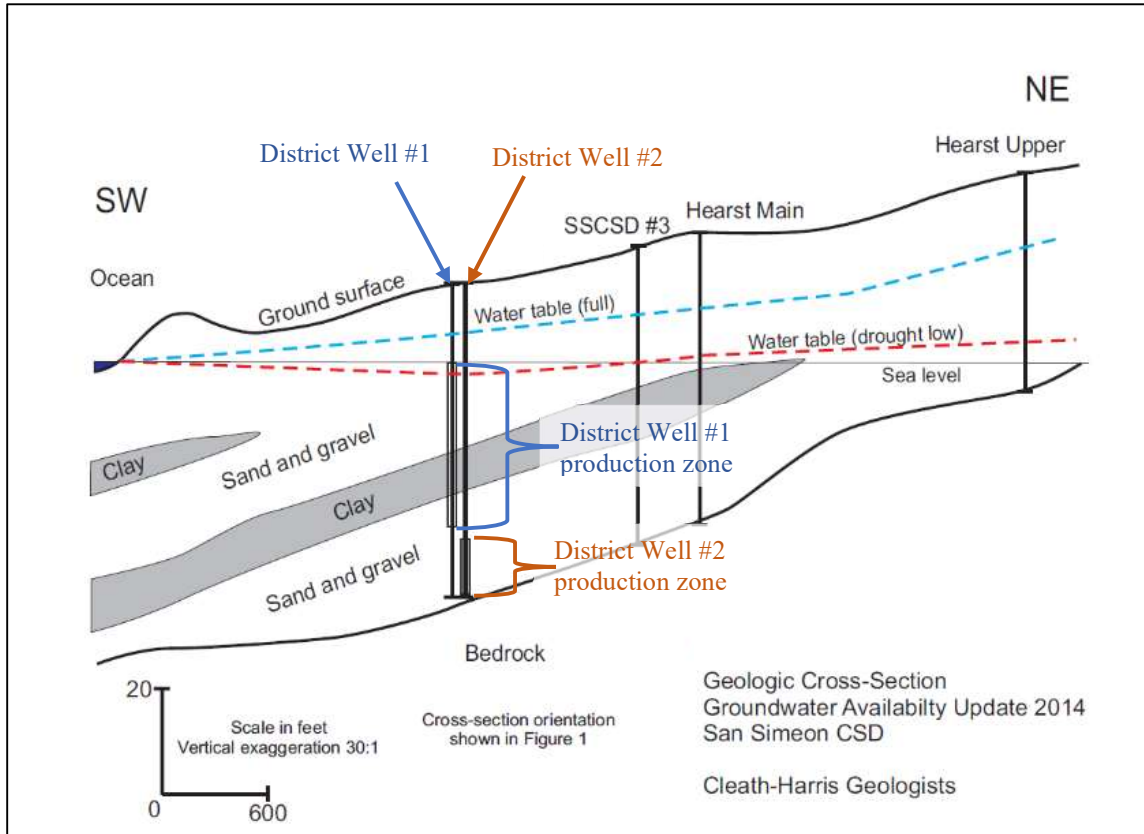


Figure 1. Cross section of Pico Creek groundwater basin and District wells.

### 3 RECOMMENDATIONS

The following actions are recommended to be protective of aquatic resources in lower Pico Creek.

#### 3.1 Operations Management

To be protective of aquatic resources in lower Pico Creek, we recommend the district adjust groundwater pumping operations during sensitive stream flow levels and conduct ongoing monitoring within lower Pico Creek. We recommend District pumping only occur from the deep well (Well #2) when stream flows are approximately 2 cfs or less and no pumping should occur from the shallow well (Well #1) when flows are less than 2 cfs. Surveys of steelhead habitat within lower Pico Creek indicate aquatic habitat is sensitive to changes in stream flows at 1.56 cfs. To be protective of steelhead, we recommend restricting the use of Well #1 when stream flows are less than 2 cfs; which is a little above the 1.56 cfs we observed. Pumping at Well #2 from deeper in the groundwater basin and below the impermeable clay layer is expected to have little to no influence on surface flow conditions. However, we also recommend ongoing monitoring of stream flow to evaluate pumping operations over a range of water year types and

we recommend at least two years of monitoring to assess potential fish stranding in relation to District groundwater pumping operations, as described below.

### **3.2 Long-term Monitoring**

Monitoring in association with the above operational recommendations is important to directing and informing the District's groundwater pumping operations. We recommend on-going stream flow monitoring be conducted using a real-time stage recorder that provides multiple water stage level readings daily. A site specific stage-discharge rating curve should be developed and maintained to allow for converting water stage level to stream flow. Values observed from this monitoring should be used to direct switching off Well #1 and pumping only from Well # 2 once the 2 cfs threshold is triggered. Potential fish stranding should be assessed for at least two years by conducting direct observation surveying in pool habitat as surface flows become disconnected (i.e., when stream flows are 0.25 cfs or less).

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February 14, 2023

Charles Grace  
General Manager  
San Simeon Community Services District  
[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)

Re: Pico Creek Stream Flow Monitoring and Fish Stranding Risk Assessment

Dear Mr. Grace,

Thank you for the opportunity to provide a scope of work to provide monitoring for the Pico Creek Stream Flow Management Recommendations.

Below you will find a scope and budget for 2 years of monitoring based on the long-term monitoring included in the Stillwater Sciences (2023) Instream Flow Study Report. These tasks include costs for continuous monitoring of stream flow conditions and surveys to assess the potential for fish stranding. Please let me know if you have any questions.

Sincerely,

Ken Jarrett

Berkeley, CA  
510.848.8098

Arcata, CA  
707.822.9607

Davis, CA  
530.756.7550

Morro Bay, CA  
805.570.7499

Los Angeles, CA  
213.336.0001

Ventura, CA  
213.336.0001

Portland, OR  
503.267.9006

Boulder, CO  
720.656.2330

Fort Collins, CO  
720.656.2330



**Project Scope - Stillwater Sciences**

***Pico Creek Stream Flow Monitoring and Fish Stranding Risk Assessment***

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The tasks below are based on the long-term monitoring efforts included in the Pico Creek Instream Flow Study Report.

**Task 1. Install Real-Time Stage Recorder**

A real-time stage recorder records stream stage levels at 15-minute intervals and transmits recordings multiple times daily over a cellular network. Instant access to data is available 24/7 through a cloud-based data center. This task includes the cost of purchasing a real-time stage recorder, installation, setup, service, and maintenance of equipment. The stage recorder would be installed near the Pico Creek Bridge on Hearst property. Ongoing service and maintenance is required to ensure equipment is properly functioning. This task includes time to inspect, service, and maintain the real-time stage recorder and mounting equipment along with costs to cover the annual cellular network data sharing plan for two years.

**Assumes access coordination by SSCSD**

**Task 2. Develop Stage-Discharge Rating Curve**

A stage discharge rating curve is required to convert stage levels to stream flow. Ongoing evaluations of the stage-discharge relationship are required to maintain accuracy of the stage-discharge rating curve due to potential changes in channel shape following high winter flow events. Costs include collecting stream discharge values over a range of flows to develop a stage-discharge rating curve and surveying stream bed elevations near the stage recorder. Up to 6 surveys would be conducted over a range of stream flows from approximately 0.25 cfs to 4.0 cfs to develop the stage discharge rating curve during the first year with up to 4 surveys conducted during the second year to verify and correct the stage-discharge rating curve. Additional time is included to perform data analysis to develop a stage-discharge rating curve.

**Task 3. Monitor for Fish Stranding**

The goal of this task is to monitor isolated pool habitat within the Study Area to assess the risk of juvenile steelhead stranding in relation to District pumping operations. Direct observation (snorkel) surveys will be conducted within pool habitat as stream flow becomes disconnected during the spring/summer targeting flows of approximately 0.25 cfs or less as measured near the stage recorder. This task includes time for conducting two surveys when stream flows are receding during the spring and summer. Two biologists will snorkel with pool habitat locations to document any steelhead observations to assess the potential for fish stranding as stream flow decreases and surface flows become disconnected. Time for two years of monitoring is included under this task.

Berkeley, CA  
510.848.8098

Arcata, CA  
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**Table 1. Budget for Pico Creek Monitoring Recommendations**

<b>Task</b>	<b>Budget</b>
Task 1. Install Real-Time Stage Recorder	\$28,500
Task 2. Develop Stage-Discharge Rating Curve	\$22,500
Task 3. Monitor for fish stranding	\$16,500
<b>Total Budget for Tasks 1 through 3</b>	<b>\$70,500</b>

