

## **Special Meeting**

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

**Wednesday, February 23, 2006  
4:00 PM  
Cavaller Banquet Room  
San Simeon**

### **Agenda**

1. **4:00 PM – CALL TO ORDER**
  - 1.1 **Roll Call**
  - 1.2 **Public Comment**
  - 1.3 **Discussion and Approval of the Boyle and Cannon Master Contracts.**
  - 1.4 **Discussion and Approval of the costs associated with the purchase and installation of the emergency generator.**
  - 1.5 **Discussion and Approval for the replacement or repair of the fence at the WWTP.**
  - 1.6 **Discussion and Approval of Communications to RWQCB.**
2. **ADJOURNMENT**

**1.1 Roll Call**

**1.2 Public Comment**

**1.3 Discussion and approval of the Boyle  
and Cannon Master Contracts.**

**1.6 Discussion and approval of  
communications to RWQCB.**

**CONSULTANT SERVICES AGREEMENT**

This Agreement is made upon the date of execution, as set forth below, by and between **CANNON ASSOCIATES**, a California Corporation, (hereinafter referred to as **CONSULTANT**), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as "**DISTRICT**")

A. **DISTRICT** owns and operates a wastewater treatment plant located within the San Simeon Community Services District jurisdiction; and

B. **DISTRICT** desire to engage consultant to perform the services described herein below; and

C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**1.00 GENERAL PROVISIONS**

1.01 **TERMS**: This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

**1.02 CONTRACT COORDINATION**

a. **DISTRICT**. **DISTRICT's** Manager shall be the representative of **DISTRICT** for all purposes under this Agreement. **DISTRICT's** Manager, or his designated representative, hereby is designated as the **DISTRICT** Contract Manager for the **DISTRICT**. He shall supervise the progress and execution of this Agreement.

b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. JOHN CREWS is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **DISTRICT's** Contract Manager.

1.03 **SERVICES TO BE PERFORMED BY CONSULTANT**: **CONSULTANT** and **DISTRICT** desire to set forth the terms and conditions whereby **CONSULTANT** may from time to time be engaged to provide services to **DISTRICT**, the particulars of each **PROJECT** or engagement to be set forth in an individual Task Order. Such Task Orders shall be considered Exhibits to this agreement.

**CONSULTANT** shall determine the method, details and means of performing the above-referenced services.

**CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** may not control, direct or supervise **CONSULTANT**'s assistants or employees in the performance of those services.

**1.04 COMPENSATION:** In consideration for the services to be performed by **CONSULTANT**, **DISTRICT** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "A" attached hereto and incorporated herein by this reference and/or rates and terms set forth in the Task Order. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should **DISTRICT** dispute in good faith any portion of an invoice, **DISTRICT** shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within sixty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

## **2.00 OBLIGATIONS OF CONSULTANT**

**2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT:** **CONSULTANT** agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONSULTANT** may represent, perform services for and be employed by additional individuals or entities, in **CONSULTANT**'s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **DISTRICT**'s business.

**2.02 TOOLS AND INSTRUMENTALITIES :** **CONSULTANT** shall provide all tools and instrumentalities necessary to perform the services under this Agreement.

**2.03 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;

b. Keep itself fully informed of all existing 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 Contract 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.

**2.04 RELEASE OF REPORTS AND INFORMATION.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of DISTRICT and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of DISTRICT, respectively. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

**2.05 COPIES OF VIDEO TAPES, REPORTS AND INFORMATION.** If DISTRICT requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and DISTRICT shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

**2.06 QUALIFICATIONS OF CONSULTANT.** CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

**2.07 WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS:** DISTRICT and CONSULTANT intend and agree that CONSULTANT is an independent contractor of DISTRICT and agrees that CONSULTANT and CONSULTANT's employees and agents have no right to Workers' Compensation and other employee benefits. If any worker insurance protection is desired, CONSULTANT agrees to provide Workers Compensation and other employee benefits, where required by law, for CONSULTANT's employees and agents. CONSULTANT agrees to hold harmless, defend and indemnify DISTRICT, respectively, from any and all claims for injury, disability, or death of CONSULTANT and CONSULTANT's employees or agents.

**2.08 INDEMNIFICATION:** CONSULTANT shall ~~defend~~<sup>defend</sup>, indemnify, and save harmless the DISTRICT, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract, or attempted performance of the provisions hereof, including, but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness

including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONSULTANT'S** "independent consultant" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of **CONSULTANT** or their agents, employees or other independent consultants directly responsible to **CONSULTANT**; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by **CONSULTANT** or **CONSULTANT'S** agents, employees or other independent consultants and the **DISTRICT** employees or independent consultants. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of the **DISTRICT**.

**2.09 INSURANCE:** **CONSULTANT** shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier:

a. Public Liability and Property Damage Insurance. **CONSULTANT** shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect **DISTRICT**, respectively, their elective and appointive officials, officers, agents and employees; and **CONSULTANT** and any agents and employees performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from **CONSULTANT'S** or any subconsultant's operations under this Agreement, whether such operations be by **CONSULTANT** or by anyone directly or indirectly employed by **CONSULTANT** and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence:

(2) Property Damage Insurance. In an amount of not less than \$500,000 for damage to the property of each person on account of any one occurrence.

(3) Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each person in any one accident and for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.

(4) Workers' Compensation Insurance. In the amounts required by law as set forth in Section 2.07 above.

(5) Professional Errors and Omissions Insurance. In an amount not less



than \$500,000 per occurrence.

b. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to, and approved by DISTRICT. DISTRICT may require that either the insurer reduce or eliminate such deductibles or self-insured retentions as respects DISTRICT, its elected or appointed officials, employees, agents or volunteers; or CONSULTANT shall procure a bond guaranteeing payment of all losses, and related investigation, claims administration and legal expenses.

c. Proof of Insurance. CONSULTANT shall furnish CITY/DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give DISTRICT at least thirty (30) days' prior written notice of the cancellation or suspension of any policy ~~or a reduction in policy limit~~ during the effective period of this Agreement. The certificate or policy of liability of insurance shall name DISTRICT as an additional insured with CONSULTANT.

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**3.00 TIME FOR COMPLETION OF THE WORK**

Program scheduling shall be as described in the Task Orders" unless revisions are approved by the DISTRICT's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by DISTRICT, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

**4.00 TEMPORARY SUSPENSION**

The DISTRICT's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

**5.00 INSPECTION**

CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the DISTRICT's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

## 6.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **DISTRICT**, and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT** upon completion of the work and payment of monies earned and due to the **CONSULTANT**.

## 7.00 OBLIGATIONS OF CITY/DISTRICT

7.01 COOPERATION: **DISTRICT** agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

7.02 <sup>District</sup> **CITY** shall also be responsible for providing such staff production assistance as is specified in the Task Orders

## 8.00 TERMINATION OF AGREEMENT

8.01 TERMINATION OF NOTICE. Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

8.02 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 the business of any party;
- c. The end of the ten (10) days as set forth in Section 8.01;
- d. End of the Agreement to which **CONSULTANT**'s services were necessary;
- e. Assignment of this Agreement by **CONSULTANT** without the consent of

**DISTRICT**.

8.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

## 8.04 RETURN OF MATERIALS.

Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and

other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of DISTRICT. CONSULTANT, however, shall not be liable for DISTRICT's use of incomplete materials.

## **9.00 SPECIAL PROVISIONS**

### **9.01 INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of DISTRICT, respectively. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of DISTRICT, respectively.

### **9.02 DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. There upon, DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONSULTANT is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon, CITY/DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Five Hundred Dollars (\$500) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract, or both.

## **10.00 MISCELLANEOUS**

10.01 **REMEDIES:** The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 **NO WAIVER:** The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

10.03 **ASSIGNMENT:** This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE:** Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

**DISTRICT:** SSCSD  
111 Pico Avenue  
San Simeon , CA

**CONSULTANT:** Cannon Associates

San Luis Obispo, CA 93401

10.07 **GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

10.08 **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by DISTRICT to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME:** Time is expressly declared to be of the essence of this Agreement.

10.12 **DUE AUTHORITY:** The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **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.

10.14 **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.

Executed on 2/10/05, 2005, at SAN LUIS OBISPO, California.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

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

**CANNON ASSOCIATES**

By: *[Signature]*

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
District Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
District Counsel

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**FEE SCHEDULE**

 August 2004
 

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<b>Civil/Structural/Mechanical Engineering Departments</b>	<b>Rate/Hour</b>
Chief Engineer/Senior/Associate	\$135.00-110.00
Engineer IV - I	100.00 – 70.00
Project Designer IV - I	90.00 – 70.00
Engineering CADD Technician II - I	55.00 – 45.00
Engineering Assistant II - I	60.00 – 45.00
Administrative Assistant IV - I	55.00 – 42.00
Clerical Assistant	25.00

<b>Survey Department</b>	<b>Rate/Hour</b>
One/Two-Man GPS Survey Crew (includes 3 receivers)	195.00 – 120.00
One/Two-Man Survey Crew with Robotic EDM	150.00 – 110.00
Two-Man Survey Crew	125.00
Chief / Senior Land Surveyor / Survey Manager	135.00 – 110.00
Land Surveyor IV - I	110.00 – 80.00
Survey Technician V - I	98.00 – 60.00
Administrative Assistant III - II	55.00 – 50.00

Survey crews are billed portal to portal, and mileage charges are included in the hourly rate.

<b>Planning Department</b>	<b>Rate/Hour</b>
Senior Consultant/Chief/Associate	\$ 135.00 – 110.00
Planner IV - I	100.00 – 70.00
Project Designer IV - I	90.00 – 70.00
Planning CADD Tech II - I	55.00 – 45.00
Planning Assistant II - I	60.00 – 45.00
Administrative Assistant III - II	55.00 – 50.00
Clerical Assistant	25.00

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**REIMBURSABLE EXPENSE SCHEDULE**  
August 2004

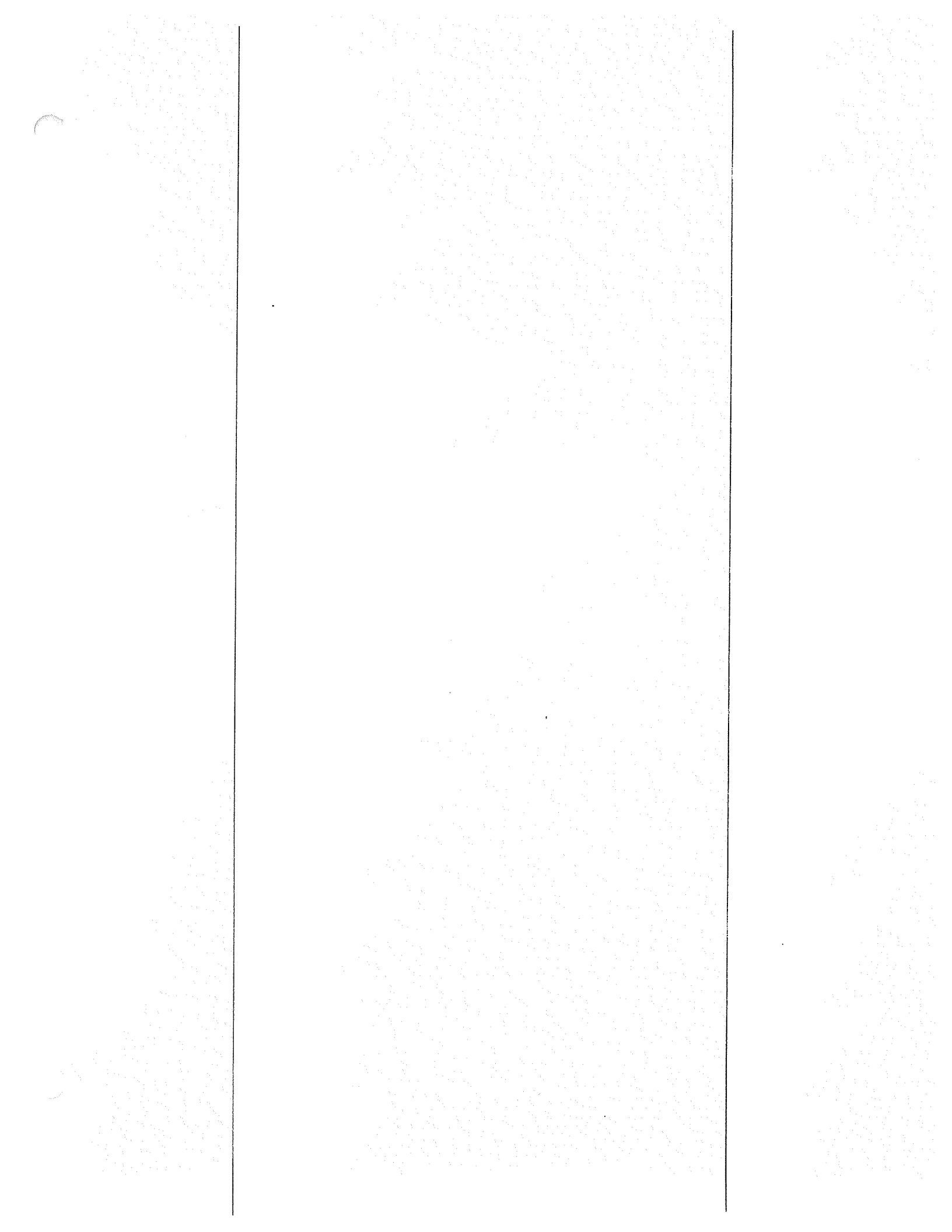
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**In-House Reproduction**

Blueprints	\$ 2.00 per sheet
Sepia Mylars	\$10.00 per sheet
Plots	\$10.00 per sheet
Photocopies	\$ 0.15 per page
Other Reproduction	Cost + 15%
Communication (mail and telephone)	Cost + 15%
Fax	\$ 1.00 per page
Shipping (UPS, Fed Ex, etc.)	Cost + 15%
Travel by Automobile	\$ 0.40 per mile
Travel - Other Than Automobile	Cost + 15%
Per Diem (room and board per person)	\$80.00/day
Permit Fees	Cost + 15%
Subconsultant Fees	Cost + 10%

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.





## CONSULTANT SERVICES AGREEMENT

This Agreement is made upon the date of execution, as set forth below, by and between **BOYLE ENGINEERING CORPORATION**, a California Corporation, (hereinafter referred to as "**CONSULTANT**"), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as "**DISTRICT**")

- A. **DISTRICT** owns and operates a wastewater treatment plant located within the San Simeon Community Services District jurisdiction; and
- B. **DISTRICT** desires to engage consultant to perform the services described herein below; and
- C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

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b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Michael Nunley is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **DISTRICT**'s Contract Manager.

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b. Keep itself fully informed of all existing 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** Contract 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.

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**2.07 WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS:** **DISTRICT** and **CONSULTANT** intend and agree that **CONSULTANT** is an independent contractor of **DISTRICT** and agrees that **CONSULTANT** and **CONSULTANT's** employees and agents have no right to Workers' Compensation and other employee benefits. If any worker insurance protection is desired, **CONSULTANT** agrees to provide Workers' Compensation and other employee benefits, where required by law, for **CONSULTANT's** employees and agents. **CONSULTANT** agrees to hold harmless, defend and indemnify **DISTRICT**, respectively, from any and all claims for injury, disability, or death of **CONSULTANT** and **CONSULTANT's** employees or agents.

**2.08 INDEMNIFICATION:** **CONSULTANT** shall defend, indemnify, and save harmless the **DISTRICT**, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract, or attempted performance of the provisions hereof, and those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONSULTANT'S** "independent consultant" status that would establish a liability for failure to make social security and

income tax withholding payments, or any act or omission to act, that is wrongful or actively or passively negligent on the part of **CONSULTANT** or their agents, employees or other independent consultants directly responsible to **CONSULTANT**; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by **CONSULTANT** or **CONSULTANT'S** agents, employees or other independent consultants and the **DISTRICT** employees or independent consultants. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of the **DISTRICT**.

**2.09 INSURANCE:** **CONSULTANT** shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier:

a. **Public Liability and Property Damage Insurance.** **CONSULTANT** shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect **DISTRICT**, respectively, their elective and appointive officials, officers, agents and employees, and **CONSULTANT** and any agents and employees performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from **CONSULTANT'S** or any subconsultant's operations under this Agreement, whether such operations be by **CONSULTANT** or by anyone directly or indirectly employed by **CONSULTANT** and the amounts of such insurance shall be as follows:

(1) **Public Liability Insurance.** In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence:

(2) **Property Damage Insurance.** In an amount of not less than \$500,000 for damage to the property of each person on account of any one occurrence.

(3) **Comprehensive Automobile Liability.** Bodily injury liability coverage of \$1,000,000 for each person in any one accident and for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.

(4) **Workers' Compensation Insurance.** In the amounts required by law as set forth in Section 2.07 above.

(5) **Professional Errors and Omissions Insurance.** In an amount not less than \$500,000 per claim.

b. **Deductibles and Self-Insured Retentions.** Any deductible or self insured retention must be declared to, and approved by **DISTRICT**. **DISTRICT** may require that either the insurer reduce or eliminate such deductibles or self insured retentions as respects **DISTRICT**, its elected or appointed officials, employees, agents or volunteers; or **CONSULTANT** shall procure a

02/10/2003 14:17 3183330883 ECU RESOURCES SHOTU PAGE 20

bond guaranteeing payment of all losses, and related investigation, claims administration and legal expenses.

c. Proof of Insurance. CONSULTANT shall furnish CITY/DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give DISTRICT at least thirty (30) days' prior written notice of the cancellation or suspension of any policy or a reduction in policy limits during the effective period of this Agreement. The certificate or policy of liability of insurance shall name DISTRICT as an additional insured with CONSULTANT.

### **3.00 TIME FOR COMPLETION OF THE WORK**

Program scheduling shall be as described in the Task Orders" unless revisions are approved by the DISTRICT's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by DISTRICT, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

### **4.00 TEMPORARY SUSPENSION**

The DISTRICT's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

### **5.00 INSPECTION**

CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the DISTRICT's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

### **6.00 OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of the DISTRICT, and shall be delivered to the DISTRICT upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the DISTRICT

upon completion of the work and payment of monies earned and due to the **CONSULTANT**.

**7.00 OBLIGATIONS OF CITY/DISTRICT**

**7.01 COOPERATION:** **DISTRICT** agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

**7.02** **CITY** shall also be responsible for providing such staff production assistance as is specified in the "Task Orders"

**8.00 TERMINATION OF AGREEMENT**

**8.01 TERMINATION OF NOTICE.** Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

**8.02 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 the business of any party;
- c. The end of the ten (10) days as set forth in Section 8.01;
- d. End of the Agreement to which **CONSULTANT**'s services were necessary; or
- e. Assignment of this Agreement by **CONSULTANT** without the consent of **DISTRICT**.

**8.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT:** Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

**8.04 RETURN OF MATERIALS.**

Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **DISTRICT**. **CONSULTANT**, however, shall not be liable for **DISTRICT**'s use of incomplete materials.

**9.00 SPECIAL PROVISIONS**

**9.01 INTEREST OF CONSULTANT**

**CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **DISTRICT**, respectively. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**, respectively.

**9.02 DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY/DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Five Hundred Dollars (\$500) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

**10.00 MISCELLANEOUS**

**10.01 REMEDIES**: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

**10.02 NO WAIVER**: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.



10.03 **ASSIGNMENT**: This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES**: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE**: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first class postage prepaid to the following address for each respective party:

**DISTRICT:** SSCSD  
111 Pico Avenue  
San Simeon, CA

**CONSULTANT:** Boyle Engineering Corporation  
1194 Pacific Street, Suite 204  
San Luis Obispo, CA 93401

10.07 **GOVERNING LAW**: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

10.08 **BINDING EFFECT**: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY**: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT**: This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME**: Time is expressly declared to be of the essence of this Agreement.

10.12 **DUE AUTHORITY**: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **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.

10.14 **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.

Executed on \_\_\_\_\_, 2005, at \_\_\_\_\_, California.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

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

**ATTEST:**

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

**BOYLE ENGINEERING**

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
District Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
District Counsel

**BOYLE ENGINEERING CORPORATION  
(BAKERSFIELD AND SAN LUIS OBISPO OFFICES)**

**FEE SCHEDULE FOR PROFESSIONAL SERVICES  
Effective January 1, 2004**

**Engineers, Planners, Architects, Scientists:**

Consultant	\$175.00 per hour
Principal	\$160.00 per hour
Senior II	\$140.00 per hour
Senior I	\$125.00 per hour
Associate	\$105.00 per hour
Assistant	\$85.00 per hour

**Technical Support Staff:**

Design/CADD Supervisor	\$100.00 per hour
Senior Designer/Design CADD Operator	\$85.00 per hour
Drafter/CADD Operator	\$75.00 per hour
Assistant CADD Operator	\$62.00 per hour
Clerical/General Office	\$55.00 per hour

**General Project Expenses <sup>(1)</sup>** 8% of Labor

**Direct Project Expenses**

Other Reproduction (8-1/2 x 11/11x17 Color)	\$1.15/1.50 per page
Plan Sheet Printing – In House Bond / Mylar	\$3.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Auto Mileage for Construction Phase Services	\$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Supplies/Services	Cost + 10%

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sale taxes, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation.

Fee schedule is subject to change.

<sup>(1)</sup> Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).

**1.4 Discussion and approval of costs associated with purchase and installation of emergency generator.**

# COST BREAKDOWN FOR EMERGENCY GENERATOR

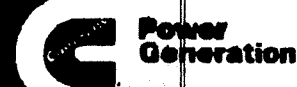
## ONE TIME COSTS/FEES

Generator Purchase Price	\$32,534.29
Installation Cost	\$15,000.00 (not to exceed)
Air Pollution Control District Permits	\$1,100
SLO County Permits	To Be Determined*
Engineering Costs	<u>\$4,100</u>
<b>TOTAL</b>	<b>\$52,734.29</b>

## YEARLY COSTS/FEES

Air Pollution Control District	\$600.00
Generator Yearly Service Contract	<u>\$1,346.95</u>
<b>TOTAL</b>	<b>\$1,946.95</b>

The San Luis Obispo County Planning and Permit Department would not give any estimates of permitting costs associated with this project. They told us that it caused many problems when in the past, they gave estimates and the true costs came in higher. They have adopted a policy of not giving estimates.



### Quotation

**Cummins West Inc**  
**4601 East Brundage Lane**  
**Bakersfield CA 93307 United States**  
**Direct: (661)325-9404**

**January 28, 2005**

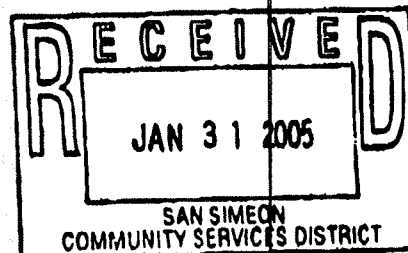
**San Simeon Community Services District**  
**111 Pico Avenue**  
**San Simeon CA 93452 United States**  
**Main: (805)927-4778**  
**Fax No: (805)927-0399**

**Attention: Tom O'Neill**

**Project Name: San Simeon Community Services District**

**Quotation: 100242000000020751**

**Thank you for your inquiry. We are pleased to quote as follows:**



**USD**

Item	Description	Qty
	<b>Diesel Genset: 60Hz - 125kW</b>	
125DGDK	Genset-Diesel,60Hz,125kW-Standby Rating	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L098-2	Emissions-Certification, EPA Tier 2	1
F173-2	Enclosure-Steel, Sound Attenuated, Level 2,w/Exhaust System	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B415-2	Alternator-60 Hz, 12 Lead, Upper Broad Range, 105c	1
H643-2	SET CONTROL-PCC 2100	1
B184-2	Exciter/Regulator-PMG, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H606-2	Meters-AC Output, Analog	1
K631-2	Relays-Genset Status, User Configured	1
KM65-2	Circuit Breaker Mounted-Single Breaker, Left of Control	1
KM39-2	Circuit Breaker-225A,3P,600/690V,TM,80% UL	1
C167-2	Fuel Tank-Dual Wall Sub-base, 12 Hour Capacity	1

C157-2	Switch-Low Fuel Level, Sub-base	1
C169-2	Switch-Annunciator, Liquid In Rupture Basin	1
F179-2	Skidbase-Housing Ready	1
E074-2	Engine Cooling-Radiator, 50c Ambient	1
H389-2	Shutdown-Low Coolant Level	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
L028-2	Genset Warranty-1 Year Base	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SPEC-B	Product Revision - B	1
Group 4-D	Lead Acid Battery	1
Training	Operator training	1
Startup	Start & Test	1
	<b>Transfer Switch-Electronic Control: 225A</b>	
OTEC225	Transfer Switch-Electronic Control,225Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A042-7	System-3 Phase,3 Wire Or 4 Wire	1
R026-7	Voltage-480 Vac	1
B002-7	Cabinet-Type 3r	1
K001-7	Battery Charger-2 Amp,12 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1

<b>Grand Total Net</b>	<b>30,335.00</b>
<b>7.25% sales tax</b>	<b>2,199.29</b>
<b>Total Price</b>	<b>\$ 32,534.29</b>

**Yearly Service Contract adder \$ 1,346.98**

Cummins West Inc. would be happy to provide proposal for installation following a required site visit.

Delivery: 8 weeks  
Freight: Included



## Standard Exclusions

- FOB jobsite on truck
- No jobsite off loading unless otherwise stated
- No installation unless otherwise stated
- No exhaust insulation unless otherwise stated
- No fuel piping except in base tank to Generator applications
- No fuel provided for testing or tank fill requirements unless otherwise stated
- No muffler mounting except when mounted in factory enclosure
- No exhaust piping provided except when housing is provided
- If training is required, it will done at the time of start-up unless otherwise stated
- No anchor bolts provided unless otherwise stated
- No motorized louvers provided
- No duct work or thimble provided unless otherwise stated
- Items shipped loose are provided for installation and connection by others
- Exhaust components are limited to the materials listed

## Terms and Conditions

Our standard terms of sale are cash or net 30 days with prior approval from our Credit Manager.

A monthly service charge of 1.5% on the unpaid balance will be charged after thirty (30) days.

Prices will be in effect for sixty (60) days. After 60 days prices are subject to change.

All purchase orders are subject to approval by our office before acceptance.

Cummins West Inc. reserves the right to invoice the purchaser in full for the engine/generator set and associated materials when the unit is ready for delivery, as agreed to by the purchaser, even if the purchaser cannot accept the equipment.

A "Notice to Owner" will be mailed to the property owner and appropriate contractor(s) for any equipment that is delivered to the jobsite prior to payment of such equipment. A release of lien shall be executed contingent upon funds clearing our bank.

**Product cannot be ordered until submittals are approved in writing.**

No permit costs (SLOAQMD, Fire, Building, Etc.) are included in this quotation. We will provide information as may be necessary for the acquisition of permits, but we assume no responsibility for obtaining any permits, or licenses that may be required. **CUMMINS WEST, INC. HIGHLY RECOMMENDS THAT CONTRACTOR APPLY FOR PERMIT TO CONSTRUCT WITH LOCAL AIR DISTRICT AT TIME OF SUBMITTAL PROCESS.**

**Air Pollution Control Requirements:** Recent actions by the Air Pollution Control Districts to control diesel particulate emissions have made it impossible for diesel engine suppliers to guarantee that their products will meet site emissions requirements. The APCD may require that owners/developers complete a risk screening analysis for the facility in order to determine whether or not a diesel particulate emitter (in this case a diesel generator) will be allowed at the site. This computer risk screening analysis considers the existing equipment on site as well as in the surrounding area, in addition to other factors such as topography, population density, microclimates etc. as a means of mitigating the risk of cancer resulting from potential PM emitted at the installation of proposed equipment. If the total particulate emissions from all site sources exceed the limit determined by a complex calculation, it is possible that new sources may not be allowed. The costs associated with the screening analysis or add-on equipment (such as a diesel particulate filter) are NOT included in our proposal. If the specifics of add-on emissions control have been determined, please provide this detail, and we will provide a quote accordingly.

Lead-time may vary from 8 weeks depending on production schedules and/or stock availability at the time of order.

Submittal copies may be furnished within three (3) weeks of written order.

One (1) set of Operation and Maintenance manuals will be provided at no charge.

Additional sets can be purchased at a cost of \$ 120.00 each.

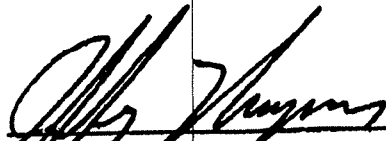
**It is understood that this document stands as an exception to any purchase order and/or bid specifications. Acceptance of this document stands as acceptance of this exception.**

**Signature**

**Date**

**Title**

Submitted by



Jeffrey Thompson, Sales, Power Systems  
 Jeffrey.E.Thompson@Cummins.com  
 Fax: (661)861-8719

**1.5 Discussion and approval for  
replacement or repair of fence at  
WWTP.**

**TOWN & COUNTRY FENCING**  
 225 Tank Farm Rd., D-4  
 San Luis Obispo, CA 93401  
 Ph # 805.544.0171 Fax # 805.544-0189  
 License #397209

**PROPOSAL**

<b>CUSTOMER'S NAME</b> San Simeon Water Treatment Plant	<b>PHONE</b> 909-2235	<b>DATE</b> January 25, 2005
<b>STREET</b> Vista Del Mar	<b>FAX 927-0399</b> <b>JOB NAME</b>	
<b>CITY, STATE, ZIP</b> San Simeon, CA	<b>JOB LOCATION</b> ATTN: Pat Guerre	

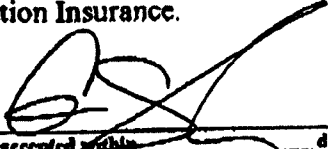
We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of Dollars  
 ( see details next page ). Payment to be made as follows:

**\*\*\*\*NET DUE AND PAYABLE UPON JOB COMPLETION AND BILLING. DOWN PAYMENT REQUESTED IN THE AMOUNT OF \$.**

**\*\*\*\*OWNERS PLEASE NOTE:** This contract is not valid unless the "notice to owner" acknowledgement is signed and dated. You have the right to require the contractor to have a performance and payment bond. Failure by the contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this Proposal and Contract when work will begin is a violation of the Contractors License Law. Contractor's are required by law to be license and regulated by the contractor's state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 1020 N. Street, Sacramento, CA 95814.

All material is guaranteed to be as specified. All work to be completed is a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written or verbal orders form Customer, and will become an extra charge over and above the estimate. Customer warrants that he alone is responsible for determining the boundaries to his property. Contractor assumes no responsibility for the contraction or expansion of wood fencing. Customer warrants that he alone is responsible for determining the existence and location of underground pipes, utilities, septic tanks and the like and to so advise contractor of the existence and location thereof. Contractor fully convers his workers with Workman's Compensation Insurance.

**AUTHORIZED SIGNATURE**  
**GARY SCHMIDT, OWNER**



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

**TOWN & COUNTRY FENCING**

225 Tank Farm Rd., D-4  
San Luis Obispo, CA 93401  
Ph # 805.544.0171 Fax # 805.544-0189  
License #397209

**PROPOSAL**

<b>CUSTOMER'S NAME</b>	<b>PHONE</b>	<b>DATE</b>
San Simeon Water Treatment Plant	909-2235	January 25, 2005

All prices stated are based on approximate footage. Actual billed cost will be based on actual field measurements, unless otherwise stated. We hereby submit specifications and estimates for:

- 1) **Install 476 ft. of 7 ft. high cedar fence with 8" dog eared planks. Post will be existing. Rails will be 2 x 4 doug fir. One gate, 11 x 8 ft. double drive.**  

**\$15,010.00**

**Removal of existing fence.**  

**\$1,190.00**
- 2) **Replace 27 ft. of existing fence and double gate plus 24 ft. of 2 x 4 rail.**  

**\$1,450.00**

**ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, payment will be made as outlined above. If payment is not made as set forth above, a service charge shall accrue on the unpaid balance at the rate of 1 ½% per month.**

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

90 Blue Ravine Rd. Suite 125  
Folsom, CA 95630  
Phone: 916-353-0600  
Fax: 916-353-0605

**ECO Resources**

# Fax

<b>To:</b> Joann Hale	<b>From:</b> Tom O'Neill
<b>Fax:</b> 805-927-0399	<b>Date:</b> February 18, 2005
<b>Phone:</b> 805-927-4788	<b>Pages:</b> <sup>27</sup> 26 Including cover
<b>Re:</b> [Click here and type subject of fax]	<b>CC:</b> [Click here and type name]

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

Joann, here is the information that needs to be in the board packets for the special meeting. We also need to include the fencing quotes that you have. I have also included an agenda we can use per Rob. The Cost breakdown for the generator should be copied on to SSCSD letterhead.

Thanks, Tom

File

# **Special Meeting**

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

**Wednesday, February 23, 2005**

**4:00 PM**

**Cavalier Banquet Room  
San Simeon**

## **Agenda**

1. 4:00 PM – CALL TO ORDER
  - 1.1 Roll Call
  - 1.2 Public Comment
  - 1.3 Discussion and Approval of the Boyle and Cannon Master Contracts.
  - 1.4 Discussion and Approval of the costs associated with the purchase and installation of the emergency generator.
  - 1.5 Discussion and Approval for the replacement or repair of the fence at the WWTP.
  - 1.6 Discussion and Approval of Communications to RWQCB.
2. ADJOURNMENT

## CONSULTANT SERVICES AGREEMENT

This Agreement is made upon the date of execution, as set forth below, by and between **CANNON ASSOCIATES**, a California Corporation, (hereinafter referred to as **CONSULTANT**), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as "**DISTRICT**")

A. **DISTRICT** owns and operates a wastewater treatment plant located within the San Simeon Community Services District jurisdiction; and

B. **DISTRICT** desire to engage consultant to perform the services described herein below; and

C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### 1.00 GENERAL PROVISIONS

1.01 TERMS: This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

### 1.02 CONTRACT COORDINATION

a. DISTRICT. **DISTRICT's** Manager shall be the representative of **DISTRICT** for all purposes under this Agreement. **DISTRICT's** Manager, or his designated representative, hereby is designated as the **DISTRICT** Contract Manager for the **DISTRICT**. He shall supervise the progress and execution of this Agreement.

b. CONSULTANT. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. JOHN CREWS is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **DISTRICT's** Contract Manager.

1.03 SERVICES TO BE PERFORMED BY CONSULTANT: **CONSULTANT** and **DISTRICT** desire to set forth the terms and conditions whereby **CONSULTANT** may from time to time be engaged to provide services to **DISTRICT**, the particulars of each **PROJECT** or engagement to be set forth in an individual Task Order. Such Task Orders shall be considered Exhibits to this agreement.



**CONSULTANT** shall determine the method, details and means of performing the above-referenced services.

**CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** may not control, direct or supervise **CONSULTANT**'s assistants or employees in the performance of those services.

1.04 **COMPENSATION**: In consideration for the services to be performed by **CONSULTANT**, **DISTRICT** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "A" attached hereto and incorporated herein by this reference and/or rates and terms set forth in the Task Order. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should **DISTRICT** dispute in good faith any portion of an invoice, **DISTRICT** shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within sixty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

## 2.00 **OBLIGATIONS OF CONSULTANT**

2.01 **MINIMUM AMOUNT OF SERVICE BY CONSULTANT**: **CONSULTANT** agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONSULTANT** may represent, perform services for and be employed by additional individuals or entities, in **CONSULTANT**'s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **DISTRICT**'s business.

2.02 **TOOLS AND INSTRUMENTALITIES** : **CONSULTANT** shall provide all tools and instrumentalities necessary to perform the services under this Agreement.

2.03 **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;

b. Keep itself fully informed of all existing 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** Contract 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.

2.04 **RELEASE OF REPORTS AND INFORMATION.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **DISTRICT** and shall not be made available to any individual or organization by **CONSULTANT** without the prior written approval of **DISTRICT**, respectively. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict **CONSULTANT** from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

2.05 **COPIES OF VIDEO TAPES, REPORTS AND INFORMATION.** If **DISTRICT** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **DISTRICT** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT's** direct expense.

2.06 **QUALIFICATIONS OF CONSULTANT.** **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

2.07 **WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS:** **DISTRICT** and **CONSULTANT** intend and agree that **CONSULTANT** is an independent contractor of **DISTRICT** and agrees that **CONSULTANT** and **CONSULTANT's** employees and agents have no right to Workers' Compensation and other employee benefits. If any worker insurance protection is desired, **CONSULTANT** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONSULTANT's** employees and agents. **CONSULTANT** agrees to hold harmless, defend and indemnify **DISTRICT**, respectively, from any and all claims for injury, disability, or death of **CONSULTANT** and **CONSULTANT's** employees or agents.

2.08 **INDEMNIFICATION:** **CONSULTANT** shall ~~defend~~ <sup>JSC</sup> indemnify, and save harmless the **DISTRICT**, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract, or attempted performance of the provisions hereof, including, but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness

including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONSULTANT'S** "independent consultant" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of **CONSULTANT** or their agents, employees or other independent consultants directly responsible to **CONSULTANT**; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by **CONSULTANT** or **CONSULTANT'S** agents, employees or other independent consultants and the **DISTRICT** employees or independent consultants. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of the **DISTRICT**.

2.09 **INSURANCE**: **CONSULTANT** shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier:

a. Public Liability and Property Damage Insurance. **CONSULTANT** shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect **DISTRICT**, respectively, their elective and appointive officials, officers, agents and employees; and **CONSULTANT** and any agents and employees performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from **CONSULTANT'S** or any subconsultant's operations under this Agreement, whether such operations be by **CONSULTANT** or by anyone directly or indirectly employed by **CONSULTANT** and the amounts of such insurance shall be as follows:

(1) Public Liability Insurance. In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence:

(2) Property Damage Insurance. In an amount of not less than \$500,000 for damage to the property of each person on account of any one occurrence.

(3) Comprehensive Automobile Liability. Bodily injury liability coverage of \$1,000,000 for each person in any one accident and for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.

(4) Workers' Compensation Insurance. In the amounts required by law as set forth in Section 2.07 above.

(5) Professional Errors and Omissions Insurance. In an amount not less

than \$500,000 per occurrence.

b. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to, and approved by **DISTRICT**. **DISTRICT** may require that either the insurer reduce or eliminate such deductibles or self-insured retentions as respects **DISTRICT**, its elected or appointed officials, employees, agents or volunteers; or **CONSULTANT** shall procure a bond guaranteeing payment of all losses, and related investigation, claims administration and legal expenses.

c. Proof of Insurance. **CONSULTANT** shall furnish **CITY/DISTRICT**, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give **DISTRICT** at least thirty (30) days' prior written notice of the cancellation or suspension of any policy ~~or a reduction in policy limits~~ during the effective period of this Agreement. The certificate or policy of liability of insurance shall name **DISTRICT** as an additional insured with **CONSULTANT**. JAC

### 3.00 TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in the Task Orders" unless revisions are approved by the **DISTRICT**'s Contract Manager and **CONSULTANT**'s Contract Manager.

Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONSULTANT**.

### 4.00 TEMPORARY SUSPENSION

The **DISTRICT**'s Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid the compensation due and payable to the date of temporary suspension.

### 5.00 INSPECTION

**CONSULTANT** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **DISTRICT**'s Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

## 6.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **DISTRICT**, and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT** upon completion of the work and payment of monies earned and due to the **CONSULTANT**.

## 7.00 OBLIGATIONS OF CITY/DISTRICT

7.01 COOPERATION: DISTRICT agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

7.02 **CITY** shall also be responsible for providing such staff production assistance as is specified in the Task Orders

## 8.00 TERMINATION OF AGREEMENT

8.01 TERMINATION OF NOTICE. Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

8.02 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 the business of any party;
- c. The end of the ten (10) days as set forth in Section 8.01;
- d. End of the Agreement to which **CONSULTANT**'s services were necessary;
- e. Assignment of this Agreement by **CONSULTANT** without the consent of

**DISTRICT**.

8.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

## 8.04 RETURN OF MATERIALS.

Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and

other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **DISTRICT**. **CONSULTANT**, however, shall not be liable for **DISTRICT**'s use of incomplete materials.

## 9.00 SPECIAL PROVISIONS

### 9.01 INTEREST OF CONSULTANT

**CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **DISTRICT**, respectively. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**, respectively.

### 9.02 DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. There upon, **DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY/DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Five Hundred Dollars (\$500) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

## 10.00 MISCELLANEOUS

10.01 **REMEDIES:** The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 **NO WAIVER:** The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

10.03 **ASSIGNMENT:** This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE:** Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

<b>DISTRICT:</b>	SSCSD 111 Pico Avenue San Simeon , CA
<b>CONSULTANT:</b>	Cannon Associates

San Luis Obispo, CA 93401

10.07 **GOVERNING LAW**: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

10.08 **BINDING EFFECT**: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY**: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT**: This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME**: Time is expressly declared to be of the essence of this Agreement.

10.12 **DUE AUTHORITY**: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **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.

10.14 **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.

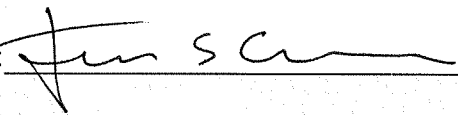
Executed on 2/10/05, 2005, at SAN LUIS OBISPO, California.



**SAN SIMEON COMMUNITY  
SERVICES DISTRICT**

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

**CANNON ASSOCIATES**

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
District Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
District Counsel

## CONSULTANT SERVICES AGREEMENT

This Agreement is made upon the date of execution, as set forth below, by and between **BOYLE ENGINEERING CORPORATION**, a California Corporation, (hereinafter referred to as "**CONSULTANT**"), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as "**DISTRICT**")

- A. **DISTRICT** owns and operates a wastewater treatment plant located within the San Simeon Community Services District jurisdiction; and
- B. **DISTRICT** desires to engage consultant to perform the services described herein below; and
- C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### 1.00 GENERAL PROVISIONS

1.01 **TERMS**: This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

### 1.02 CONTRACT COORDINATION

a. **DISTRICT**. **DISTRICT**'s Manager shall be the representative of the **DISTRICT** for all purposes under this Agreement. **District's** Manager, or his designated representative, hereby is designated as the **DISTRICT** Contract Manager for the **DISTRICT**. He shall supervise the progress and execution of this Agreement.

b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Michael Nunley is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **DISTRICT**'s Contract Manager.

1.03 **SERVICES TO BE PERFORMED BY CONSULTANT**: **CONSULTANT** and **DISTRICT** desire to set forth the terms and conditions whereby **CONSULTANT** may from time to time be engaged to provide services to **DISTRICT**, the particulars of each **PROJECT** or engagement to be set forth in an individual Task Order. Such Task Orders shall be considered Exhibits to this agreement.

**CONSULTANT** shall determine the method, details and means of performing the above referenced services.

**CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** may not control, direct or supervise **CONSULTANT**'s assistants or employees in the performance of those services.

1.04 **COMPENSATION**: In consideration for the services to be performed by **CONSULTANT**, **DISTRICT** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "A" attached hereto and incorporated herein by this reference and/or rates and terms set forth in the Task Order. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should **DISTRICT** dispute in good faith any portion of an invoice, **DISTRICT** shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within sixty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

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b. Keep itself fully informed of all existing 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** Contract 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.

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income tax withholding payments, or any act or omission to act, that is wrongful or actively or passively negligent on the part of **CONSULTANT** or their agents, employees or other independent consultants directly responsible to **CONSULTANT**; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by **CONSULTANT** or **CONSULTANT'S** agents, employees or other independent consultants and the **DISTRICT** employees or independent consultants. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of the **DISTRICT**.

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(1) **Public Liability Insurance**. In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence:

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(3) **Comprehensive Automobile Liability**. Bodily injury liability coverage of \$1,000,000 for each person in any one accident and for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.

(4) **Workers' Compensation Insurance**. In the amounts required by law as set forth in Section 2.07 above.

(5) **Professional Errors and Omissions Insurance**. In an amount not less than \$500,000 per claim.

b. **Deductibles and Self-Insured Retentions**. Any deductible or self insured retention must be declared to, and approved by **DISTRICT**. **DISTRICT** may require that either the insurer reduce or eliminate such deductibles or self insured retentions as respects **DISTRICT**, its elected or appointed officials, employees, agents or volunteers; or **CONSULTANT** shall procure a

bond guaranteeing payment of all losses, and related investigation, claims administration and legal expenses.

c. Proof of Insurance. **CONSULTANT** shall furnish **CITY/DISTRICT**, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give **DISTRICT** at least thirty (30) days' prior written notice of the cancellation or suspension of any policy or a reduction in policy limits during the effective period of this Agreement. The certificate or policy of liability of insurance shall name **DISTRICT** as an additional insured with **CONSULTANT**.

### 3.00 TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in the Task Orders" unless revisions are approved by the **DISTRICT**'s Contract Manager and **CONSULTANT**'s Contract Manager.

Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONSULTANT**.

### 4.00 TEMPORARY SUSPENSION

The **DISTRICT**'s Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid the compensation due and payable to the date of temporary suspension.

### 5.00 INSPECTION

**CONSULTANT** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **DISTRICT**'s Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

### 6.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **DISTRICT**, and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT**

upon completion of the work and payment of monies earned and due to the **CONSULTANT**.

#### 7.00 **OBLIGATIONS OF CITY/DISTRICT**

7.01 **COOPERATION**: **DISTRICT** agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

7.02 **CITY** shall also be responsible for providing such staff production assistance as is specified in the "Task Orders"

#### 8.00 **TERMINATION OF AGREEMENT**

8.01 **TERMINATION OF NOTICE**. Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

8.02 **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 the business of any party;
- c. The end of the ten (10) days as set forth in Section 8.01;
- d. End of the Agreement to which **CONSULTANT**'s services were necessary; or
- e. Assignment of this Agreement by **CONSULTANT** without the consent of **DISTRICT**.

8.03 **TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT**: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

#### 8.04 **RETURN OF MATERIALS**.

Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **DISTRICT**. **CONSULTANT**, however, shall not be liable for **DISTRICT**'s use of incomplete materials.

#### 9.00 **SPECIAL PROVISIONS**

9.01 **INTEREST OF CONSULTANT**

**CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **DISTRICT**, respectively. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**, respectively.

9.02 **DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY/DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Five Hundred Dollars (\$500) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

10.00 **MISCELLANEOUS**

10.01 **REMEDIES**: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 **NO WAIVER**: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.



10.03 **ASSIGNMENT**: This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES**: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE**: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first class postage prepaid to the following address for each respective party:

**DISTRICT:**                   SSCSD  
  111 Pico Avenue  
  San Simeon, CA

**CONSULTANT:**               Boyle Engineering Corporation  
  1194 Pacific Street, Suite 204  
  San Luis Obispo, CA 93401

10.07 **GOVERNING LAW**: This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

10.08 **BINDING EFFECT**: This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY**: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT**: This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME**: Time is expressly declared to be of the essence of this Agreement.

10.12 **DUE AUTHORITY**: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **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.

10.14 **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.

Executed on \_\_\_\_\_, 2005, at \_\_\_\_\_, California.

**SAN SIMEON COMMUNITY  
SERVICES DISTRICT**

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

**ATTEST:**

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

**BOYLE ENGINEERING**

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
District Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
District Counsel

# **COST BREAKDOWN FOR EMERGENCY GENERATOR**

## ONE TIME COSTS/FEES

Generator Purchase Price	\$32,534.29
Installation Cost	\$15,000.00 (not to exceed)
Air Pollution Control District Permits	\$1,100
SLO County Permits	To Be Determined*
Engineering Costs	<u>\$4,100</u>
<b>TOTAL</b>	<b>\$52,734.29</b>

## YEARLY COSTS/FEES

Air Pollution Control District	\$600.00
Generator Yearly Service Contract	<u>\$1,346.95</u>
<b>TOTAL</b>	<b>\$1,946.95</b>

The San Luis Obispo County Planning and Permit Department would not give any estimates of permitting costs associated with this project. They told us that it caused many problems when in the past, they gave estimates and the true costs came in higher. They have adopted a policy of not giving estimates.

February 17, 2005

To: Rob Schultz

From: Tom O'Neill

Re: Cannon Associates Contract

Rob, as you requested, here is a copy of the contract Cannon Associates has executed. Please review and if you agree these are the changes you accepted to your original contract then "approve to form". Once you have done this I will send copies to the Board for review and approval at the next regular or special meeting. Once this is done I will sign the contract and then we can move forward with the work that is desperately needed at the plant.

If you agree to the form just send me an e-mail stating your approval. We'll take care of the signatures the next time we meet.

Thank you,

Tom O'Neill

A handwritten signature in cursive script that reads "Tom".

11 pages including cover

# **Special Meeting**

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

**Wednesday, February 23, 2005  
4:00 PM**

**Cavaller Banquet Room  
San Simeon**

## **Agenda**

1. **4:00 PM – CALL TO ORDER**
  - 1.1 **Roll Call**
  - 1.2 **Public Comment**
  - 1.3 **Discussion and Approval of the Boyle and Cannon Master Contracts.**
  - 1.4 **Discussion and Approval of the costs associated with the purchase and installation of the emergency generator.**
  - 1.5 **Discussion and Approval for the replacement or repair of the fence at the WWTP.**
  - 1.6 **Discussion and Approval of Communications to RWQCB.**
  
2. **ADJOURNMENT**

**1.1 Roll Call**

**1.2 Public Comment**

**1.3 Discussion and approval of the Boyle  
and Cannon Master Contracts.**



## CONSULTANT SERVICES AGREEMENT

This Agreement is made upon the date of execution, as set forth below, by and between **CANNON ASSOCIATES**, a California Corporation, (hereinafter referred to as **CONSULTANT**), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as "**DISTRICT**")

- A. **DISTRICT** owns and operates a wastewater treatment plant located within the San Simeon Community Services District jurisdiction; and
- B. **DISTRICT** desire to engage consultant to perform the services described herein below; and
- C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### 1.00 GENERAL PROVISIONS

1.01 **TERMS**: This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

### 1.02 CONTRACT COORDINATION

a. **DISTRICT**. **DISTRICT**'s Manager shall be the representative of **DISTRICT** for all purposes under this Agreement. **DISTRICT**'s Manager, or his designated representative, hereby is designated as the **DISTRICT** Contract Manager for the **DISTRICT**. He shall supervise the progress and execution of this Agreement.

b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. JOHN CREWS is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **DISTRICT**'s Contract Manager.

1.03 **SERVICES TO BE PERFORMED BY CONSULTANT**: **CONSULTANT** and **DISTRICT** desire to set forth the terms and conditions whereby **CONSULTANT** may from time to time be engaged to provide services to **DISTRICT**, the particulars of each **PROJECT** or engagement to be set forth in an individual Task Order. Such Task Orders shall be considered Exhibits to this agreement.

**CONSULTANT** shall determine the method, details and means of performing the above-referenced services.

**CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** may not control, direct or supervise **CONSULTANT**'s assistants or employees in the performance of those services.

**1.04 COMPENSATION:** In consideration for the services to be performed by **CONSULTANT**, **DISTRICT** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "A" attached hereto and incorporated herein by this reference and/or rates and terms set forth in the Task Order. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should **DISTRICT** dispute in good faith any portion of an invoice, **DISTRICT** shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within sixty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

## **2.00 OBLIGATIONS OF CONSULTANT**

**2.01 MINIMUM AMOUNT OF SERVICE BY CONSULTANT:** **CONSULTANT** agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONSULTANT** may represent, perform services for and be employed by additional individuals or entities, in **CONSULTANT**'s sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with **DISTRICT**'s business.

**2.02 TOOLS AND INSTRUMENTALITIES :** **CONSULTANT** shall provide all tools and instrumentalities necessary to perform the services under this Agreement.

**2.03 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;

b. Keep itself fully informed of all existing 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 Contract 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.

**2.04 RELEASE OF REPORTS AND INFORMATION.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of DISTRICT and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of DISTRICT, respectively. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

**2.05 COPIES OF VIDEO TAPES, REPORTS AND INFORMATION.** If DISTRICT requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and DISTRICT shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

**2.06 QUALIFICATIONS OF CONSULTANT.** CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

**2.07 WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS:** DISTRICT and CONSULTANT intend and agree that CONSULTANT is an independent contractor of DISTRICT and agrees that CONSULTANT and CONSULTANT's employees and agents have no right to Workers' Compensation and other employee benefits. If any worker insurance protection is desired, CONSULTANT agrees to provide Workers Compensation and other employee benefits, where required by law, for CONSULTANT's employees and agents. CONSULTANT agrees to hold harmless, defend and indemnify DISTRICT, respectively, from any and all claims for injury, disability, or death of CONSULTANT and CONSULTANT's employees or agents.

**2.08 INDEMNIFICATION:** CONSULTANT shall ~~defend~~ <sup>defend</sup> indemnify, and save harmless the DISTRICT, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract, or attempted performance of the provisions hereof, including, but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness

*Handwritten initials: JSC*

including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to CONSULTANT'S "independent consultant" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of CONSULTANT or their agents, employees or other independent consultants directly responsible to CONSULTANT; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by CONSULTANT or CONSULTANT'S agents, employees or other independent consultants and the DISTRICT employees or independent consultants. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of the DISTRICT.

**2.09 INSURANCE:** CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance shall have been approved by DISTRICT as to form, amount and carrier:

a. **Public Liability and Property Damage Insurance.** CONSULTANT shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect DISTRICT, respectively, their elective and appointive officials, officers, agents and employees; and CONSULTANT and any agents and employees performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT's or any subconsultant's operations under this Agreement, whether such operations be by CONSULTANT or by anyone directly or indirectly employed by CONSULTANT and the amounts of such insurance shall be as follows:

(1) **Public Liability Insurance.** In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence:

(2) **Property Damage Insurance.** In an amount of not less than \$500,000 for damage to the property of each person on account of any one occurrence.

(3) **Comprehensive Automobile Liability.** Bodily injury liability coverage of \$1,000,000 for each person in any one accident and for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.

(4) **Workers' Compensation Insurance.** In the amounts required by law as set forth in Section 2.07 above.

(5) **Professional Errors and Omissions Insurance.** In an amount not less

than \$500,000 per occurrence.

b. Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to, and approved by **DISTRICT**. **DISTRICT** may require that either the insurer reduce or eliminate such deductibles or self-insured retentions as respects **DISTRICT**, its elected or appointed officials, employees, agents or volunteers; or **CONSULTANT** shall procure a bond guaranteeing payment of all losses, and related investigation, claims administration and legal expenses.

c. Proof of Insurance. **CONSULTANT** shall furnish **CITY/DISTRICT**, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give **DISTRICT** at least thirty (30) days' prior written notice of the cancellation or suspension of any policy ~~or a reduction in policy~~ <sup>JFC</sup> ~~limit~~ during the effective period of this Agreement. The certificate or policy of liability of insurance shall name **DISTRICT** as an additional insured with **CONSULTANT**.

### 3.00 TIME FOR COMPLETION OF THE WORK

Program scheduling shall be as described in the Task Orders" unless revisions are approved by the **DISTRICT's** Contract Manager and **CONSULTANT's** Contract Manager.

Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONSULTANT**.

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The **DISTRICT's** Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid the compensation due and payable to the date of temporary suspension.

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**CONSULTANT** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **DISTRICT's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

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## **7.00 OBLIGATIONS OF CITY/DISTRICT**

**7.01 COOPERATION:** **DISTRICT** agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

**7.02** **CITY** shall also be responsible for providing such staff production assistance as is specified in the Task Orders

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**8.02 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 the business of any party;
- c. The end of the ten (10) days as set forth in Section 8.01;
- d. End of the Agreement to which **CONSULTANT**'s services were necessary;
- e. Assignment of this Agreement by **CONSULTANT** without the consent of

**DISTRICT.**

**8.03 TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT:** Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

## **8.04 RETURN OF MATERIALS.**

Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and

other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of DISTRICT. CONSULTANT, however, shall not be liable for DISTRICT's use of incomplete materials.

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### 9.01 INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of DISTRICT, respectively. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of DISTRICT, respectively.

### 9.02 DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. There upon, DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If CONSULTANT is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of the Agreement. Thereupon, CITY/DISTRICT shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Five Hundred Dollars (\$500) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract, or both.

## 10.00 MISCELLANEOUS

10.01 **REMEDIES:** The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 **NO WAIVER:** The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

10.03 **ASSIGNMENT:** This Agreement is specifically not assignable by CONSULTANT to any person or entity. Any assignment or attempt to assign by CONSULTANT, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

10.04 **ATTORNEY FEES:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

10.05 **TIME FOR PERFORMANCE:** Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

10.06 **NOTICES:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

**DISTRICT:** SSCSD  
111 Pico Avenue  
San Simeon , CA

**CONSULTANT:** Cannon Associates



San Luis Obispo, CA 93401

10.07 **GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

10.08 **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by DISTRICT to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME:** Time is expressly declared to be of the essence of this Agreement.

10.12 **DUE AUTHORITY:** The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **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.

10.14 **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.

Executed on 2/10/05, 2005, at SAN LUIS OBISPO, California.

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

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

**CANNON ASSOCIATES**

By: *Jim Scanlon*

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
District Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
District Counsel

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**FEE SCHEDULE**

 August 2004
 

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<b>Civil/Structural/Mechanical Engineering Departments</b>	<b>Rate/Hour</b>
Chief Engineer/Senior/Associate	\$135.00-110.00
Engineer IV - I	100.00 – 70.00
Project Designer IV - I	90.00 – 70.00
Engineering CADD Technician II - I	55.00 – 45.00
Engineering Assistant II - I	60.00 – 45.00
Administrative Assistant IV - I	55.00 – 42.00
Clerical Assistant	25.00

<b>Survey Department</b>	<b>Rate/Hour</b>
One/Two-Man GPS Survey Crew (includes 3 receivers)	195.00 – 120.00
One/Two-Man Survey Crew with Robotic EDM	150.00 – 110.00
Two-Man Survey Crew	125.00
Chief / Senior Land Surveyor / Survey Manager	135.00 – 110.00
Land Surveyor IV - I	110.00 – 80.00
Survey Technician V - I	98.00 – 60.00
Administrative Assistant III - II	55.00 – 50.00

Survey crews are billed portal to portal, and mileage charges are included in the hourly rate.

<b>Planning Department</b>	<b>Rate/Hour</b>
Senior Consultant/Chief/Associate	\$ 135.00 – 110.00
Planner IV - I	100.00 – 70.00
Project Designer IV - I	90.00 – 70.00
Planning CADD Tech II - I	55.00 – 45.00
Planning Assistant II - I	60.00 – 45.00
Administrative Assistant III - II	55.00 – 50.00
Clerical Assistant	25.00

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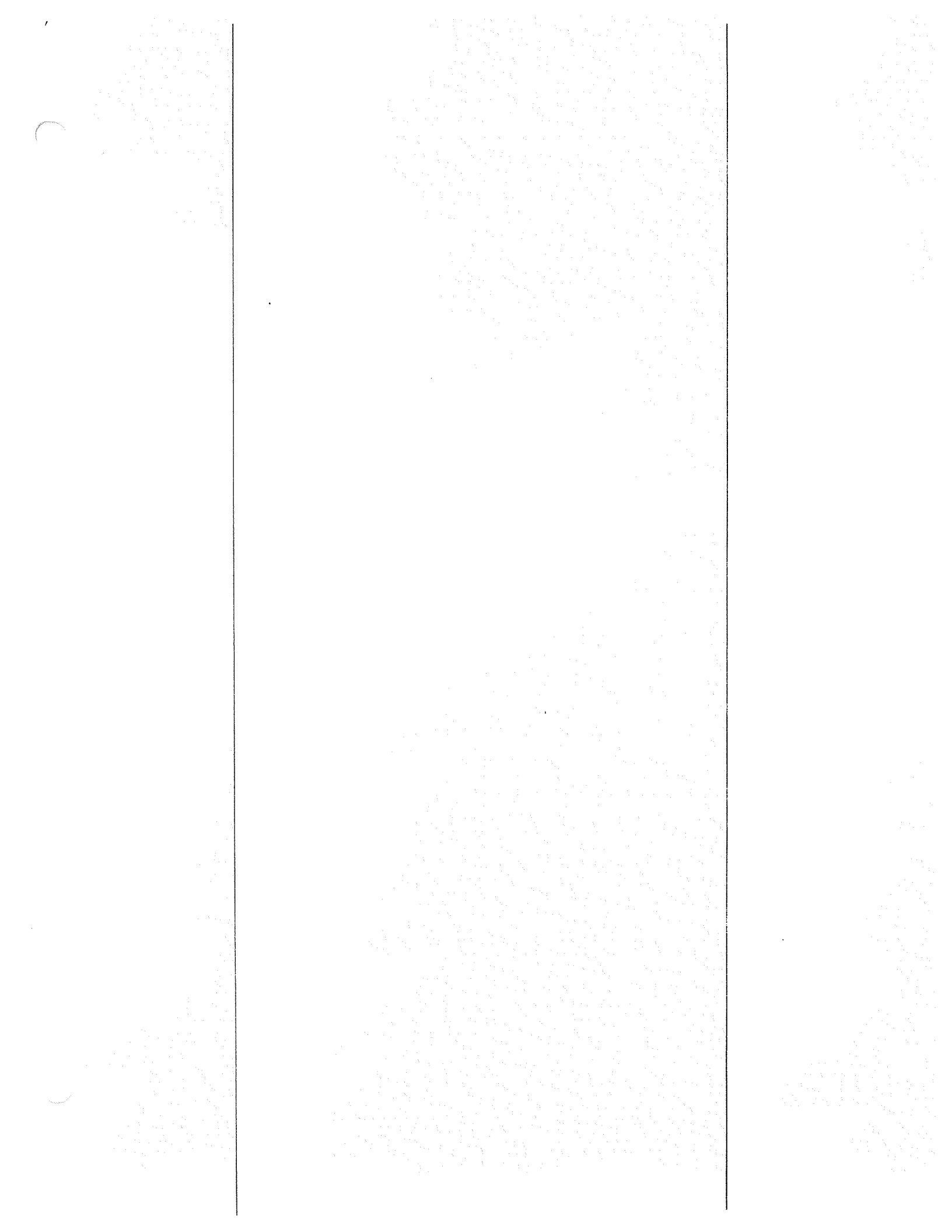
**REIMBURSABLE EXPENSE SCHEDULE**August 2004

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**In-House Reproduction**

Blueprints	\$ 2.00 per sheet
Sepia Mylars	\$10.00 per sheet
Plots	\$10.00 per sheet
Photocopies	\$ 0.15 per page
Other Reproduction	Cost + 15%
Communication (mail and telephone)	Cost + 15%
Fax	\$ 1.00 per page
Shipping (UPS, Fed Ex, etc.)	Cost + 15%
Travel by Automobile	\$ 0.40 per mile
Travel - Other Than Automobile	Cost + 15%
Per Diem (room and board per person)	\$80.00/day
Permit Fees	Cost + 15%
Subconsultant Fees	Cost + 10%

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.



## CONSULTANT SERVICES AGREEMENT

This Agreement is made upon the date of execution, as set forth below, by and between **BOYLE ENGINEERING CORPORATION**, a California Corporation, (hereinafter referred to as "**CONSULTANT**"), and the **SAN SIMEON COMMUNITY SERVICES DISTRICT**, (hereinafter referred to as "**DISTRICT**")

- A. **DISTRICT** owns and operates a wastewater treatment plant located within the San Simeon Community Services District jurisdiction; and
- B. **DISTRICT** desires to engage consultant to perform the services described herein below; and
- C. **CONSULTANT** represents that it possesses the skill, education and licenses necessary to satisfactorily perform, and desires to perform said services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

### 1.00 GENERAL PROVISIONS

1.01 **TERMS**: This Agreement will become effective on the date of execution set forth below, and will continue in effect until terminated as provided herein.

### 1.02 CONTRACT COORDINATION

a. **DISTRICT**. **DISTRICT**'s Manager shall be the representative of the **DISTRICT** for all purposes under this Agreement. **District's** Manager, or his designated representative, hereby is designated as the **DISTRICT** Contract Manager for the **DISTRICT**. He shall supervise the progress and execution of this Agreement.

b. **CONSULTANT**. **CONSULTANT** shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Michael Nunley is hereby designated as the Contract Manager for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the **DISTRICT**'s Contract Manager.

1.03 **SERVICES TO BE PERFORMED BY CONSULTANT**: **CONSULTANT** and **DISTRICT** desire to set forth the terms and conditions whereby **CONSULTANT** may from time to time be engaged to provide services to **DISTRICT**, the particulars of each **PROJECT** or engagement to be set forth in an individual Task Order. Such Task Orders shall be considered Exhibits to this agreement.

**CONSULTANT** shall determine the method, details and means of performing the above referenced services.

04/10/2005 14:11 2100000000 000 REVENUES STATE

**CONSULTANT** may, at **CONSULTANT**'s own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** may not control, direct or supervise **CONSULTANT**'s assistants or employees in the performance of those services.

1.04 **COMPENSATION:** In consideration for the services to be performed by **CONSULTANT**, **DISTRICT** agrees to pay **CONSULTANT** the consideration set forth in the amounts and under the terms provided in Exhibit "A" attached hereto and incorporated herein by this reference and/or rates and terms set forth in the Task Order. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should **DISTRICT** dispute in good faith any portion of an invoice, **DISTRICT** shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within sixty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

## 2.00 **OBLIGATIONS OF CONSULTANT**

2.01 **MINIMUM AMOUNT OF SERVICE BY CONSULTANT:** **CONSULTANT** agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. **CONSULTANT** may represent, perform services for and be employed by additional individuals or entities, in **CONSULTANT**'s sole discretion, as long as the performance of these extra contractual services does not interfere with or present a conflict with **DISTRICT**'s business.

2.02 **TOOLS AND INSTRUMENTALITIES:** **CONSULTANT** shall provide all tools and instrumentalities necessary to perform the services under this Agreement.

2.03 **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;

b. Keep itself fully informed of all existing 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 Contract 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.

**2.04 RELEASE OF REPORTS AND INFORMATION.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of DISTRICT and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of DISTRICT, respectively. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

**2.05 COPIES OF VIDEO TAPES, REPORTS AND INFORMATION.** If DISTRICT requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and DISTRICT shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

**2.06 QUALIFICATIONS OF CONSULTANT.** CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

**2.07 WORKERS' COMPENSATION AND OTHER EMPLOYEE BENEFITS:** DISTRICT and CONSULTANT intend and agree that CONSULTANT is an independent contractor of DISTRICT and agrees that CONSULTANT and CONSULTANT's employees and agents have no right to Workers' Compensation and other employee benefits. If any worker insurance protection is desired, CONSULTANT agrees to provide Workers' Compensation and other employee benefits, where required by law, for CONSULTANT's employees and agents. CONSULTANT agrees to hold harmless, defend and indemnify DISTRICT, respectively, from any and all claims for injury, disability, or death of CONSULTANT and CONSULTANT's employees or agents.

**2.08 INDEMNIFICATION:** CONSULTANT shall defend, indemnify, and save harmless the DISTRICT, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract, or attempted performance of the provisions hereof, and those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to CONSULTANT'S "independent consultant" status that would establish a liability for failure to make social security and



income tax withholding payments, or any act or omission to act, that is wrongful or actively or passively negligent on the part of CONSULTANT or their agents, employees or other independent consultants directly responsible to CONSULTANT; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by CONSULTANT or CONSULTANT'S agents, employees or other independent consultants and the DISTRICT employees or independent consultants. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of the DISTRICT.

2.09 **INSURANCE:** CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance shall have been approved by DISTRICT as to form, amount and carrier:

a. **Public Liability and Property Damage Insurance.** CONSULTANT shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect DISTRICT, respectively, their elective and appointive officials, officers, agents and employees, and CONSULTANT and any agents and employees performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT's or any subconsultant's operations under this Agreement, whether such operations be by CONSULTANT or by anyone directly or indirectly employed by CONSULTANT and the amounts of such insurance shall be as follows:

(1) **Public Liability Insurance.** In an amount not less than \$1,000,000 for injuries, including, but not limited to, death to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account of any one occurrence:

(2) **Property Damage Insurance.** In an amount of not less than \$500,000 for damage to the property of each person on account of any one occurrence.

(3) **Comprehensive Automobile Liability.** Bodily injury liability coverage of \$1,000,000 for each person in any one accident and for injuries sustained by two or more persons in any one accident. Property damage liability of \$1,000,000 for each accident.

(4) **Workers' Compensation Insurance.** In the amounts required by law as set forth in Section 2.07 above.

(5) **Professional Errors and Omissions Insurance.** In an amount not less than \$500,000 per claim.

b. **Deductibles and Self-Insured Retentions.** Any deductible or self insured retention must be declared to, and approved by DISTRICT. DISTRICT may require that either the insurer reduce or eliminate such deductibles or self insured retentions as respects DISTRICT, its elected or appointed officials, employees, agents or volunteers; or CONSULTANT shall procure a

bond guaranteeing payment of all losses, and related investigation, claims administration and legal expenses.

c. **Proof of Insurance.** CONSULTANT shall furnish CITY/DISTRICT, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give DISTRICT at least thirty (30) days' prior written notice of the cancellation or suspension of any policy or a reduction in policy limits during the effective period of this Agreement. The certificate or policy of liability of insurance shall name DISTRICT as an additional insured with CONSULTANT.

### **3.00 TIME FOR COMPLETION OF THE WORK**

Program scheduling shall be as described in the Task Orders" unless revisions are approved by the DISTRICT's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by DISTRICT, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

### **4.00 TEMPORARY SUSPENSION**

The DISTRICT's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

### **5.00 INSPECTION**

CONSULTANT shall furnish DISTRICT with every reasonable opportunity for DISTRICT to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the DISTRICT's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

### **6.00 OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of the DISTRICT, and shall be delivered to the DISTRICT upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the DISTRICT

upon completion of the work and payment of monies earned and due to the **CONSULTANT**.

#### **7.00 OBLIGATIONS OF CITY/DISTRICT**

7.01 **COOPERATION**: **DISTRICT** agrees to comply with all reasonable requests of **CONSULTANT** necessary to the performance of **CONSULTANT**'s duties under this Agreement.

7.02 **CITY** shall also be responsible for providing such staff production assistance as is specified in the "Task Orders"

#### **8.00 TERMINATION OF AGREEMENT**

8.01 **TERMINATION OF NOTICE**. Notwithstanding any other provision of this Agreement, any party hereto may terminate this Agreement, at any time, without cause by giving at least ten (10) days prior written notice to the other parties to this Agreement.

8.02 **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 the business of any party;
- c. The end of the ten (10) days as set forth in Section 8.01;
- d. End of the Agreement to which **CONSULTANT**'s services were necessary; or
- e. Assignment of this Agreement by **CONSULTANT** without the consent of **DISTRICT**.

8.03 **TERMINATION BY ANY PARTY FOR DEFAULT OF CONSULTANT**: Should any party default in the performance of this Agreement or materially breach any of its provisions, a non-breaching party, at its option, may terminate this Agreement, immediately, by giving written notice of termination to the breaching party.

#### **8.04 RETURN OF MATERIALS**

Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **DISTRICT**. **CONSULTANT**, however, shall not be liable for **DISTRICT**'s use of incomplete materials.

#### **9.00 SPECIAL PROVISIONS**

### 9.01 INTEREST OF CONSULTANT

**CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **DISTRICT**, respectively. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**, respectively.

### 9.02 DISCRIMINATION

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY/DISTRICT** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Five Hundred Dollars (\$500) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

### 10.00 MISCELLANEOUS

10.01 REMEDIES: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

10.02 NO WAIVER: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

**10.03 ASSIGNMENT:** This Agreement is specifically not assignable by **CONSULTANT** to any person or entity. Any assignment or attempt to assign by **CONSULTANT**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in Section 8.03.

**10.04 ATTORNEY FEES:** In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

**10.05 TIME FOR PERFORMANCE:** Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason by any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

**10.06 NOTICES:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first class postage prepaid to the following address for each respective party:

**DISTRICT:** SSCSD  
111 Pico Avenue  
San Simeon, CA

**CONSULTANT:** Boyle Engineering Corporation  
1194 Pacific Street, Suite 204  
San Luis Obispo, CA 93401

**10.07 GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

**10.08 BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

10.09 **SEVERABILITY**: Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

10.10 **SOLE AND ENTIRE AGREEMENT**: This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter hereof. This Agreement correctly sets forth the obligations of the parties hereto to each other as of the date of this Agreement. All agreements or representations respecting the subject matter of this Agreement not expressly set forth or referred to in this Agreement are null and void.

10.11 **TIME**: Time is expressly declared to be of the essence of this Agreement.

10.12 **DUE AUTHORITY**: The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

10.13 **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.

10.14 **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.

Executed on \_\_\_\_\_, 2005, at \_\_\_\_\_, California.

**SAN SIMEON COMMUNITY  
SERVICES DISTRICT**

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

**ATTEST:**

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

**BOYLE ENGINEERING**

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
District Manager

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
District Counsel

**BOYLE ENGINEERING CORPORATION  
(BAKERSFIELD AND SAN LUIS OBISPO OFFICES)**

**FEE SCHEDULE FOR PROFESSIONAL SERVICES  
Effective January 1, 2004**

**Engineers, Planners, Architects, Scientists:**

Consultant	\$175.00 per hour
Principal	\$160.00 per hour
Senior II	\$140.00 per hour
Senior I	\$125.00 per hour
Associate	\$105.00 per hour
Assistant	\$85.00 per hour

**Technical Support Staff:**

Design/CADD Supervisor	\$100.00 per hour
Senior Designer/Design CADD Operator	\$85.00 per hour
Drafter/CADD Operator	\$75.00 per hour
Assistant CADD Operator	\$62.00 per hour
Clerical/General Office	\$55.00 per hour

**General Project Expenses <sup>(1)</sup>**

8% of Labor

**Direct Project Expenses**

Other Reproduction (8-1/2 x 11/11x17 Color)	\$1.15/1.50 per page
Plan Sheet Printing – In House Bond / Mylar	\$3.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Auto Mileage for Construction Phase Services	\$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Supplies/Services	Cost + 10%

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sale taxes, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation.

Fee schedule is subject to change.

<sup>(1)</sup> Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).



**1.4 Discussion and approval of costs  
associated with purchase and  
installation of emergency generator.**

## **COST BREAKDOWN FOR EMERGENCY GENERATOR**

### ONE TIME COSTS/FEES

Generator Purchase Price	\$32,534.29
Installation Cost	\$15,000.00 (not to exceed)
Air Pollution Control District Permits	\$1,100
SLO County Permits	To Be Determined*
Engineering Costs	<u>\$4,100</u>
<b>TOTAL</b>	<b>\$52,734.29</b>

### YEARLY COSTS/FEES

Air Pollution Control District	\$600.00
Generator Yearly Service Contract	<u>\$1,346.95</u>
<b>TOTAL</b>	<b>\$1,946.95</b>

The San Luis Obispo County Planning and Permit Department would not give any estimates of permitting costs associated with this project. They told us that it caused many problems when in the past, they gave estimates and the true costs came in higher. They have adopted a policy of not giving estimates.



**Quotation**

**Cummins West Inc**  
**4801 East Brundage Lane**  
**Bakersfield CA 93307 United States**  
**Direct: (661)325-9404**

**January 28, 2005**

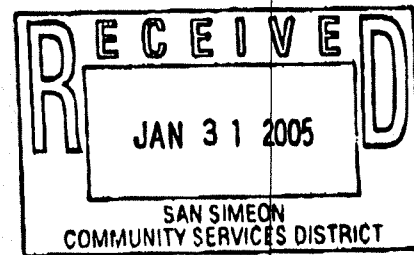
**San Simeon Community Services District**  
**111 Pico Avenue**  
**San Simeon CA 93452 United States**  
**Main: (805)927-4778**  
**Fax No: (805)927-0399**

**Attention: Tom O'Neill**

**Project Name: San Simeon Community Services District**

**Quotation: 100242000000020751**

**Thank you for your inquiry. We are pleased to quote as follows:**



**USD**

Item	Description	Qty
	<b>Diesel Genset: 60Hz - 125kW</b>	
125DGDK	Genset-Diesel,60Hz,125kW-Standby Rating	1
A331-2	Duty Rating-Standby Power	1
L090-2	Listing-UL 2200	1
L098-2	Emissions-Certification, EPA Tier 2	1
F173-2	Enclosure-Steel, Sound Attenuated, Level 2,w/Exhaust System	1
R002-2	Voltage-277/480,3 Phase,Wye,4 Wire	1
B415-2	Alternator-60 Hz, 12 Lead, Upper Broad Range, 105c	1
H643-2	SET CONTROL-PCC 2100	1
B184-2	Exciter/Regulator-PMG, 3 Phase Sensor	1
A366-2	Engine Governor-Electronic, Isochronous Only	1
H536-2	Display Language-English	1
H606-2	Meters-AC Output, Analog	1
K631-2	Relays-Genset Status, User Configured	1
KM65-2	Circuit Breaker Mounted-Single Breaker, Left of Control	1
KM39-2	Circuit Breaker-225A,3P,600/690V,TM,80% UL	1
C167-2	Fuel Tank-Dual Wall Sub-base, 12 Hour Capacity	1

C157-2	Switch-Low Fuel Level, Sub-base	1
C169-2	Switch-Annunciator, Liquid In Rupture Basin	1
F179-2	Skidbase-Housing Ready	1
E074-2	Engine Cooling-Radiator, 50c Ambient	1
H389-2	Shutdown-Low Coolant Level	1
H036-2	Coolant Heater-120 Volt Ac, Single Phase	1
L028-2	Genset Warranty-1 Year Base	1
A322-2	Packing-Skid, Poly Bag	1
F065-2	Rack-Battery	1
H268-2	Extension-Oil Drain	1
CP01-2	Common Parts Listing	1
SPEC-B	Product Revision - B	1
Group 4-D	Lead Acid Battery	1
Training	Operator training	1
Startup	Start & Test	1

	<b>Transfer Switch-Electronic Control: 225A</b>	
OTEC225	Transfer Switch-Electronic Control,225Amp	1
A028-7	Poles-3	1
A046-7	Listing-UL 1008/CSA Certification	1
A044-7	Frequency-60 Hertz	1
A042-7	System-3 Phase,3 Wire Or 4 Wire	1
R026-7	Voltage-480 Vac	1
B002-7	Cabinet-Type 3r	1
K001-7	Battery Charger-2 Amp,12 VDC	1
M033-7	Genset Starting Battery-12VDC	1
J030-7	Clock-Exercise, External	1
G002-7	Transfer Switch Warranty-1 Yr Basic	1
CP01-7	Common Parts Listing	1
SPEC-A	Product Revision - A	1

<b>Grand Total Net</b>	<b>30,335.00</b>
<b>7.25% sales tax</b>	<b>2,199.29</b>
<b>Total Price</b>	<b>\$ 32,534.29</b>

**Yearly Service Contract adder \$ 1,346.98**

Cummins West Inc. would be happy to provide proposal for installation following a required site visit.

Delivery: 8 weeks  
Freight: Included

## Standard Exclusions

- FOB jobsite on truck
- No jobsite off loading unless otherwise stated
- No installation unless otherwise stated
- No exhaust insulation unless otherwise stated
- No fuel piping except in base tank to Generator applications
- No fuel provided for testing or tank fill requirements unless otherwise stated
- No muffler mounting except when mounted in factory enclosure
- No exhaust piping provided except when housing is provided
- If training is required, it will be done at the time of start-up unless otherwise stated
- No anchor bolts provided unless otherwise stated
- No motorized louvers provided
- No duct work or thimble provided unless otherwise stated
- Items shipped loose are provided for installation and connection by others
- Exhaust components are limited to the materials listed

## Terms and Conditions

Our standard terms of sale are cash or net 30 days with prior approval from our Credit Manager.

A monthly service charge of 1.5% on the unpaid balance will be charged after thirty (30) days.

Prices will be in effect for sixty (60) days. After 60 days prices are subject to change.

All purchase orders are subject to approval by our office before acceptance.

Cummins West Inc. reserves the right to invoice the purchaser in full for the engine/generator set and associated materials when the unit is ready for delivery, as agreed to by the purchaser, even if the purchaser cannot accept the equipment.

A "Notice to Owner" will be mailed to the property owner and appropriate contractor(s) for any equipment that is delivered to the jobsite prior to payment of such equipment. A release of lien shall be executed contingent upon funds clearing our bank.

**Product cannot be ordered until submittals are approved in writing.**

No permit costs (SLOAQMD, Fire, Building, Etc.) are included in this quotation. We will provide information as may be necessary for the acquisition of permits, but we assume no responsibility for obtaining any permits, or licenses that may be required. **CUMMINS WEST, INC. HIGHLY RECOMMENDS THAT CONTRACTOR APPLY FOR PERMIT TO CONSTRUCT WITH LOCAL AIR DISTRICT AT TIME OF SUBMITTAL PROCESS.**

**Air Pollution Control Requirements:** Recent actions by the Air Pollution Control Districts to control diesel particulate emissions have made it impossible for diesel engine suppliers to guarantee that their products will meet site emissions requirements. The APCD may require that owners/developers complete a risk screening analysis for the facility in order to determine whether or not a diesel particulate emitter (in this case a diesel generator) will be allowed at the site. This computer risk screening analysis considers the existing equipment on site as well as in the surrounding area, in addition to other factors such as topography, population density, microclimates etc. as a means of mitigating the risk of cancer resulting from potential PM emitted at the installation of proposed equipment. If the total particulate emissions from all site sources exceed the limit determined by a complex calculation, it is possible that new sources may not be allowed. The costs associated with the screening analysis or add-on equipment (such as a diesel particulate filter) are NOT included in our proposal. If the specifics of add-on emissions control have been determined, please provide this detail, and we will provide a quote accordingly.

Lead-time may vary from 8 weeks depending on production schedules and/or stock availability at the time of order.

Submittal copies may be furnished within three (3) weeks of written order.

One (1) set of Operation and Maintenance manuals will be provided at no charge.

Additional sets can be purchased at a cost of \$ 120.00 each.

---

**It is understood that this document stands as an exception to any purchase order and/or bid specifications. Acceptance of this document stands as acceptance of this exception.**

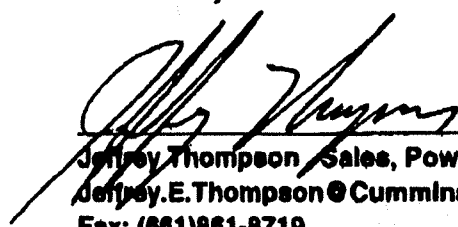
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**Signature**

**Date**

Title

Submitted by

  
 \_\_\_\_\_  
 Jeffrey Thompson Sales, Power Systems  
 Jeffrey.E.Thompson@Cummins.com  
 Fax: (661)861-8719

**1.5 Discussion and approval for  
replacement or repair of fence at  
WWTP.**

**TOWN & COUNTRY FENCING**  
 225 Tank Farm Rd., D-4  
 San Luis Obispo, CA 93401  
 Ph # 805.544.0171 Fax # 805.544-0189  
 License #397209

**PROPOSAL**

<b>CUSTOMER'S NAME</b> San Simeon Water Treatment Plant	<b>PHONE</b> 909-2235	<b>DATE</b> January 25, 2005
<b>STREET</b> Vista Del Mar	<b>FAX</b> 927-0399 <b>JOB NAME</b>	
<b>CITY, STATE, ZIP</b> San Simeon, CA	<b>JOB LOCATION</b> ATTN: Pat Guerre	

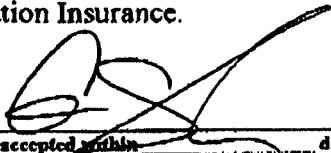
We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of Dollars  
 ( see details next page ). Payment to be made as follows:

**\*\*\*\*NET DUE AND PAYABLE UPON JOB COMPLETION AND BILLING. DOWN PAYMENT REQUESTED IN THE AMOUNT OF \$.**

**\*\*\*\*OWNERS PLEASE NOTE:** This contract is not valid unless the "notice to owner" acknowledgement is signed and dated. You have the right to require the contractor to have a performance and payment bond. Failure by the contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this Proposal and Contract when work will begin is a violation of the Contractors License Law. Contractor's are required by law to be license and regulated by the contractor's state license board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, 1020 N. Street, Sacramento, CA 95814.

All material is guaranteed to be as specified. All work to be completed is a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written or verbal orders form Customer, and will become an extra charge over and above the estimate. Customer warrants that he alone is responsible for determining the boundaries to his property. Contractor assumes no responsibility for the contraction or expansion of wood fencing. Customer warrants that he alone is responsible for determining the existence and location of underground pipes, utilities, septic tanks and the like and to so advise contractor of the existence and location thereof. Contractor fully convers his workers with Workman's Compensation Insurance.

**AUTHORIZED SIGNATURE**  
**GARY SCHMIDT, OWNER**



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



**TOWN & COUNTRY FENCING**  
 225 Tank Farm Rd., D-4  
 San Luis Obispo, CA 93401  
 Ph # 805.544.0171 Fax # 805.544-0189  
 License #397209

**PROPOSAL**

<b>CUSTOMER'S NAME</b>	<b>PHONE</b>	<b>DATE</b>
San Simeon Water Treatment Plant	909-2235	January 25, 2005

All prices stated are based on approximate footage. Actual billed cost will be based on actual field measurements, unless otherwise stated. We hereby submit specifications and estimates for:

- 1) **Install 476 ft. of 7 ft. high cedar fence with 8" dog eared planks. Post will be existing. Rails will be 2 x 4 doug fir. One gate, 11 x 8 ft. double drive.**  
**\$15,010.00**
  
- Removal of existing fence.**  
**\$1,190.00**
  
- 2) **Replace 27 ft. of existing fence and double gate plus 24 ft. of 2 x 4 rail.**  
**\$1,450.00**

**ACCEPTANCE OF PROPOSAL** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, payment will be made as outlined above. If payment is not made as set forth above, a service charge shall accrue on the unpaid balance at the rate of 1 ½% per month.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

**1.6 Discussion and approval of  
communications to RWQCB.**

Mr. Roger Briggs  
Executive Officer  
California Regional Water Quality Control Board,  
Central Coast Region  
895 Aerovista Place, Ste. 101  
San Luis Obispo, CA 93401

Dear Mr. Briggs:

Per your 26 January 2005 letter, we are responding to the Complaint for Mandatory Minimum Penalty. The Board of Directors of the San Simeon Community Services District (SSCSD) has authorized its General Manager to propose both a Supplemental Environmental Project (SEP) and a Compliance Project (CP), and upon its approval we would waive the scheduled 25 March 2005 Regional Board hearing.

The SSCSD Board wishes to continue to make clear its desire to address this issue in a positive and aggressive manner. We intend to work cooperatively with the RWQCB to effect multiple solutions that: [a] solve the existing problems at the wastewater treatment facility and [b] permanently improve the water quality of its District and environs.

The gist of our proposal is this: [1] a CP to install additional primary and/or secondary clarification at the wastewater treatment plant site, as well as upgrading the existing chlorination/dechlorination system; and [2] an SEP to install advanced treatment for part or all of the facility's current flow to enable wastewater reclamation for a beneficial use application. The CP will correct a long-standing RWQCB concern about insufficient clarification capacity on-site (there are no primary clarifiers, and the old secondary clarifiers are inadequate for current use). It will also upgrade the disinfection facilities to current standards. The SEP will permanently reduce the amount of wastewater discharged to the Pacific Ocean, as well as decreasing the demand on a (barely adequate) underground aquifer that supplies water to the District.

We expect that the CP for this 100,000 gpd facility will cost ~\$150,000 and be completed 9 – 15 months from approval, depending upon environmental and regulatory factors. The SEP cost estimate is \$200,000; we're allowing 18 – 30 months for completion, since engineering and permitting work on Title 22 issues are expected to be more time-consuming. It has been pointed out that approval of our recommended CP may be subject to "small community" criteria – most notably, population and income requirements. The former is straightforward, since the SSCSD is well under the 10,000 population benchmark. Because it is a small, unincorporated community, accurate income data is less readily available. Two readily observable segments in the District indicate that the "<80% of the California median income" criteria can be achieved, since the population consists largely of: [a] fixed-income residents over 55 years of age and [b] a substantial number of young service workers employed in the Coastal Region's hospitality and tourism industry. We will, of course, provide substantiation of that observation as the RWQCB may require.

More detailed information is included in the Attachment. As your staff is aware, the wastewater discharge problems noted in the referenced Complaint were virtually eliminated in January of this year. Nonetheless, the SSCSD expresses its intent to comply fully with your letter, and wishes to proceed in an expedited manner to implement the above solutions. Given the District's limited size and resources, we have developed a basic plan (in the relatively short time between the letter and the required response date) that we hope will be duly considered by the RWQCB.

Please note that the SSCSD has recently retained two engineering firms to provide additional District resources, as well as an accounting firm to verify my estimates of its financial ability to achieve the necessary solutions. The engineering firms are Cannon (permitting) and Boyle (technical design); the accounting firm is Glenn, Burdette, Phillips & Bryson. You may be familiar with these solid, professional firms; all have offices in San Luis Obispo and do substantial work in the water and wastewater segments of the County. None of them were associated with the problems of the past few years, and they represent the SSCSD Board's commitment to improving the resources and services provided to its community.

We are prepared to provide more detailed information as necessary, and would be available to meet your representative(s) towards that end at your earliest convenience. We would appreciate a time extension for further response if you deem that more information is needed. In any event, we will be contacting your office shortly after your receipt of this letter.

Sincerely,

Tom O'Neill  
General Manager  
SSCSD

Cc:

# ATTACHMENT A

## 1. SUPPLEMENTAL ENVIRONMENTAL PROJECT

### a. Description

- i. Advanced treatment of the existing secondary effluent by tertiary media filtration.
- ii. Beneficial reuse of the treated effluent includes two specified applications and other uses to be determined
  - Irrigation of highway median, a project already developed for SSCSD by Cal Trans; piping exists to the points of application
  - Supplying disinfected water to local, discrete commercial applications (hotel laundries) with supplemental pre-treatment if and as necessary by the commercial institution. Resulting wastewater will be sent to the wastewater treatment plant, as is currently done.

### b. General Conditions

- i. In accordance with section IX.B(a) – progress reports will be made as directed by the RWQCB.
- ii. In accordance with section IX.B(b) – post-project accounting of expenditures will be provided.
- iii. In accordance with section IX.B(c) – the limited complexity of this project probably does not require an independent “oversight” engineer.
- iv. In accordance with section IX.B(d) – not applicable at this time.

### c. General Qualification Criteria

- i. In accordance with section IX.C(a) – the implementation of advanced wastewater treatment for beneficial (Title 22) reuse goes beyond the current NPDES obligation of SSCSD.
- ii. In accordance with section IX.C(b) – the SEP directly benefits surface water quality through
  - Pollution reduction, due to higher levels of treatment {Sec. IX.C(b)v}
  - Water body protection, through reduced levels of discharge of wastewater to the Pacific Ocean {Sec. IX.C.(b)vi}
  - Reclamation {Sec. IX.C(b)ix}
- iii. In accordance with section IX.C(c) – the SEP does not directly benefit the SWRCB or RWQCB.
- iv. In accordance with section IX.C(d) – the SEP is not otherwise required of, or proposed as mitigation by, SSCSD.

### d. Additional Qualification Criteria

- i. In accordance with section IX.D(a) – documentation of community support will be provided forthwith.
- ii. In accordance with section IX.D(b) – the SEP complies with the California Environmental Quality Act.
- iii. In accordance with section IX.D(c) – the SEP improves the environment outside the SSCSD since

- Reduced ocean discharge of wastewater affects the entire coastal area, and
  - Wastewater reuse reduces reliance on the water resources from the nearby Conservancy area in the event of drought conditions.
- iv. In accordance with section IX.D(d) – the SEP value of \$200,000 exceeds the limit of \$79,500 set by the RWQCB, therefore leveraging the Board’s action as desired.
  - v. In accordance with section IX.D(e) – the SSCSD has sufficient funds to complete the project without inordinately depleting its reserve account (unencumbered funds currently exceed \$1 million; total reserves are nearly \$1.5 million).
  - vi. In accordance with section IX.D(f) – the SEP will require a new NPDES permit, which provides an excellent framework for monitoring the long-term success of the treatment improvements.

## **2. COMPLIANCE PROJECT**

### **a. Install new wastewater clarification facilities**

- i. Description – install clarification equipment prior to the biological treatment process OR install additional clarification equipment for the secondary effluent prior to disinfection.
- ii. In compliance with section X.A(a) – the timing is 9 to 15 months from RWQCB approval.
- iii. In compliance with section X.A(b) – the project is in accordance with the RWQCB enforcement policy.
- iv. In compliance with section X.A(c) – the SSCSD has sufficient funds to complete the project (estimated at \$125,000) without seriously affecting its reserve account (unencumbered funds currently exceed \$1,000,000).

### **b. Upgrade existing disinfection facilities**

- i. Description – redesigned baffling/flow pattern to prevent short-circuiting; redesigned bisulfite chambers to ensure proper dechlorination and sampling.
- ii. In compliance with section X.A(a) – the timing is 6 to 8 months from RWQCB approval.
- iii. In compliance with section X.A(b) – the project is in accordance with the RWQCB enforcement policy.
- iv. In compliance with section X.A(c) – the SSCSD has sufficient funds to complete the project (estimated at \$25,000) without seriously affecting its reserve account (unencumbered funds currently exceed \$1,000,000).

### **c. General Conditions**

- i. In compliance with section X.C (a) – project 2.a involves installing new facilities; project 2.b involves upgrading existing facilities.
- ii. In compliance with section X.C (b) – both projects 2.a and 2.b are specifically designed to ensure that future non-compliance of the relevant issues (settleable solids and disinfection) does not occur.
- iii. In compliance with section X.C (c) – the Regional Board has long considered the wastewater facilities to be inadequate, and the disinfection problems have been evident over the years.

- iv. In compliance with section X.C (d) – a detailed plan, schedule, and financial analysis will be provided following the Regional Board’s conceptual approval of the SSCSD proposal
- v. In compliance with section X.C (e) – SSCSD will report to the RWQCB annually or semi-annually, or more often as reasonably requested.
- vi. In compliance with section X.C (f-h) – not applicable at this time.

Feb 23, 2005 Special Meeting SSCSD  
Alan Fields Not present.

- Citizen <sup>Carol</sup> Requested meetings be held after working hours (5:30 pm)
- M. Hanchett Sr. Addressed board regarding board working together & failing <sup>with</sup> plant
- Citizen <sup>Bob</sup> - discussed violations

APPROVE

- Keep plug  
Spare parts  
check into service agreement

Come back with costs (bids) vinyl, chainlink  
wood, cinder block  
keep under \$25,000 motion

Put Fence on Next Mtg Agenda

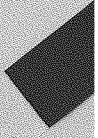
Adenka <sup>Committee</sup> To meet with State

x Closed Session on Who <sup>Eco/Board</sup> has ~~meets~~ with  
~~RWRFB~~ Liability



up \$6000 for grinder  
ap

Kathe - Nov 29<sup>th</sup> RWQ CB letter



**Board of Directors – Special and Regular Meeting  
San Simeon Community Services District  
AGENDA  
Wednesday, February 9, 2005 4:30 PM  
Cavalier Banquet Room**

*Note: All comments concerning any item on the agenda are to be directed to the Board Chairperson*

1. 4:30 PM - Ordinance 66 Committee Workshop
2. 6:00 PM Closed Session - On going performance review of District Staff
3. 6:30 PM - RECONVENE IN REGULAR SESSION
  - 3.1 Roll Call
  - 3.2 Pledge of Allegiance
4. PUBLIC COMMENT:  
Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.
  - 4.1 Sheriff's Report
  - 4.2 Public Comment
5. STAFF REPORTS
  - 5.1 General Manager Report
    - 5.1.1 Regular Monthly Report Format
    - 5.1.2 Regulatory Performance Report
      - A: Water
      - B: Wastewater
    - 5.1.3 Current Project Report
    - 5.1.4 Superintendent Report
    - 5.1.5 Other Reports
      - A: Engineering Contracts
      - B: OES Report
  - 5.2 District Counsel Report
6. ITEMS OF BUSINESS
  - 6.1 Approval of Minutes – December 8, 2004
  - 6.1 Approval of Minutes – January 12, 2004
  - 6.2 Approval of Warrants – January 1, 2004 – January 31, 2004
7. DISCUSSION/ACTION ITEMS
  - 7.1 California Costal Commission Permit Report
    - 7.1.1 Rob Schultz Will Present Update
  - 7.2 Water Conservation Restrictions
  - 7.3 9540 Castillo Dr. Update
  - 7.4 Board Committee Reports
  - 6.8 Board Reports
8. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS
9. ADJOURNMENT

**FEBRUARY 9, 2005**  
**SPECIAL MEETING AND REGULATOR**  
**MEETING OF THE**  
**SAN SIMEON COMMUNITY SERVICES**  
**DISTRICT**

**Ordinance 66 Committee Workshop  
San Simeon Community Services District  
AGENDA  
Wednesday, February 9, 2005 4:40 PM  
Cavalier Banquet Room**

1. 4:30 PM Convene Ordinance 66 Workshop
  - 1.1 Roll Call
  - 1.2 Pledge of Allegiance
  
2. Discussion/Action Items
  - 2.1 Review Cambria Ordinance Packets
  - 2.2 Discuss Options of Various EDU Structures
  - 2.3 Review Draft of Application for Water and Wastewater Service
  - 2.4 General Discussion
  
3. Adjournment

**REVIEW OF CAMBRIA ORDINANCE  
PACKETS**

# **VARIOUS EDU STRUCTURES**

Official Web Site for Portland, Oregon

[Home](#) [Services](#) [Business](#) [Visiting](#) [Government](#) [Living](#)

POL → Government → Bureaus → BES → Customer Services →  
**My Water/Sewer Bill**

Information about sewer and water charges  
 in Portland

**Sanitary System Development Charges** ([Printable Version](#))

## Revision to Sanitary System Development Charges

### Background

The sanitary system development charge ("sanitary SDC") is a charge paid for new or increased use of the sanitary sewer system. The intent of the sanitary SDC is to recover an equitable share of the costs of existing major system facilities from new development or redevelopment that increases sewer use. Portland's sanitary SDC is a reimbursement charge, calculated from the cost of existing major system facilities.

The costs of existing major system facilities are divided by system capacity to obtain a cost per equivalent dwelling unit ("EDU"), currently \$2,420, which represents average sanitary flow from a single-family residence. The charge is then calculated by multiplying this cost per EDU by the number of EDUs associated with the development.

### Current Methodology

The sanitary SDC is based on flow, measured by EDUs. For residential uses, a single-family dwelling is one EDU. Multifamily uses are assessed at .8 EDU per dwelling unit. EDUs for nonresidential occupancy are currently calculated differently for different occupancy types (for example, number of seats for restaurants, net square feet for offices, number of employees for commercial and industrial buildings). A list of equivalencies from current City Code is shown in the accompanying [Table 1](#).

### Proposed Methodology

Residential EDUs would continue to be determined as before. For non-residential uses, EDUs would be determined according to plumbing fixture units ("PFUs"). When applying for a permit, the applicant would provide information on plumbing fixtures. Fixture count information would be converted to PFUs according to the Oregon Plumbing Specialty Code in effect at the time of the application.

An example of different plumbing fixture types and their associated PFUs is shown in the accompanying [Table 2](#). Next, EDUs would be determined by dividing PFUs by a conversion factor. Conversion factors from total PFUs to EDUs by occupancy type are shown in the accompanying [Table 3](#). The sanitary SDC charge would then be calculated by multiplying EDUs by the rate per EDU.

Usage for certain industrial process flows is not well measured by plumbing fixture units. For these occupancy types permits will be approved based on plumbing fixtures counts, but usage will be reviewed within two years of occupancy. Additional EDUs will be assessed if necessary based on a review of actual sanitary flow.

### Reasons For Proposed Change

Search



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[Sewer Rates in Portland](#)

[What If I Need Help Paying My Sewer Bill?](#)

[Residential Stormwater Rate Fact Sheet](#)

[Residential Sewer Rate Fact Sheet](#)

[Commercial Sewer Rate Fact Sheet](#)

[Commercial Stormwater Rate Fact Sheet](#)

[Water Rates](#)

[Sanitary System Development Charges](#)

[Sewer System Rate Study](#)

[Report to Council of Stormwater Management Charges](#)

[Collecting Delinquent Sewer User Fees](#)

[Stormwater Discount Program](#)

Questions & Comments

If you have any questions or comments on our web site, please contact our [webmaster](#).



The proposed change in methodology is intended to be simpler, more predictable, easier to administer, and more equitable. It will be simpler because it relies on plumbing fixture units rather than occupancy type. It will be more predictable because most permit applicants will be able to use their plumbing fixture counts to calculate their sanitary PFUs at or before the permit application. It will be easier to administer because the calculation will be more highly automated, and because permit approval for industrial uses will not require forecasts of sanitary volume apart from the PFU calculations. It will be more equitable because the charge will be more closely related to use of the sanitary system for all permit applicants.

**Table 1 – Current Dwelling Unit Equivalencies**

<b>Occupancy</b>	<b>Number Per EDU</b>
Single Family Home	1 Each
Multiple Family Dwellings	1.25 Units
Motels and Transient Hotels	2 Rental Spaces
High Schools, Colleges and Universities	20 Students
Elementary Schools	40 Students
Full Service Restaurants	6 Seating Spaces
Hospitals and Institutions	2 Beds
Coin Operated Laundromats	1.25 Washers
Offices	2250 Net Square Feet
Commercial and Industrial Buildings (Without Industrial Wastes)	9 Employees
All Other Structures/Uses	1,000 Cubic Feet Per Month

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**Table 2 - Fixture types and equivalency factors**

<b>Fixture Type</b>	<b>Equivalency Factor (Number of PFUs)</b>
Bathtub or combination bath/shower	2.0
Dental unit or cuspidor	1.0
Drinking fountain or water cooler (per head)	0.5
Floor drain, emergency	0.0
Floor drain	1.0
Shower, single head	2.0
Multi-head, each additional head	1.0
Sink, commercial	2.0
Dishwasher, commercial	2.0
Urinal	2.0
Wash basin, single	1.0
Wash basin in sets of two or three	2.0
Water closet, public	6.0
Water closet, private	4.0

[back to top](#)

**Table 3 - Dwelling unit equivalencies, by business type**

<b>Occupancy</b>	<b>Number Of Plumbing Fixture Units Per Equivalent Dwelling Unit</b>
Fire Station	16.0
Automotive Retailers	16.0
Repair Services	16.0
Clothing & Dry Goods Stores	16.0
Education/Cultural	16.0
Churches/Clubs/Organizations	16.0
Rental/Storage Services	16.0
Construction Trade Services	16.0
Other Uses	7.0
Industrial Uses, When Based on Measured Flow	600 Cubic Feet Per Month

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**4.8.7.4. Equivalent Dwelling Unit – Population and Employee Based**

An equivalent dwelling unit (EDU) provides a way to quantify different land use types in terms of their equivalence to a single-family residential dwelling unit, which is assigned 1 EDU. DTA proposes an EDU based fee in which the EDUs for multi-family residential property and non-residential property are assigned based on the expected number of people per dwelling unit or expected number of employees per acre, respectively. As with the EBU based fee proposal, an EDU based fee can reflect differences in impacts resulting from different land uses and densities. Using population and employment as the basis for the fee program implies that the main benefit to new development from the MSHCP is the public infrastructure and facilities that will likely be constructed once the MSHCP is implemented. As established in Section 2 of the Nexus Report, these public infrastructure facilities (particularly the transportation facilities) provide significant benefit to new development.

**Assignment of EDUs**

Under DTA's proposed EDU methodology, a single-family residential unit ("SFR") is defined as dwelling units with a density of less than or equal to 8.0 DU/acre. SFRs, which have a population of 3.1 persons per DU (Table 4-10, column [1]) are defined as 1 EDU. Multiple-family residential ("MFR") property is defined as dwelling units with a density between 8 and 14 dwelling units. MFRs have an expected population per dwelling unit of 2.5 persons<sup>93</sup> and are assigned 0.8 EDU per unit (Table 4-10, column [2]).<sup>94</sup> Commercial property,<sup>95</sup> which has an average of 20 employees per acre, is assigned 6.5 EDUs per acre<sup>96</sup> and Industrial property, which has an average of 10.5 employees per acre, is assigned 3.4 EDUs per acre.<sup>97</sup> Residential property with densities exceeding 14 DU/acre is assigned to the same land use category as commercial property

<sup>93</sup> United States Census 2000.

<sup>94</sup> EDUs for multi-family dwelling = 2.5 people per MFR DU by 3.1 people per SFR DU = 0.8 EDU per MFR unit.

<sup>95</sup> Commercial property includes commercial land uses plus residential projects with a densities greater than 14 DU/acre.

<sup>96</sup> EDUS for commercial development = 20 employees/acre divided by 3.1 people per SFR DU = 6.5 EDUs/commercial acre.

<sup>97</sup> EDUS for industrial development = 10.5 employees/acre divided by 3.1 people per SFR DU = 3.4 EDUs/industrial acre

since those types of high and very high density residential projects are more commercial than residential in nature.

**Methodology Employed to Calculate the EDU Based LDMF**

1. Project the number of new SFR units and new MFR units in the next 25 years (Table 4-10, column [3]).
2. Project the number of acres of new residential projects with a density greater than 14 DU/acre, commercial, and industrial developments in the next 25 years (Table 4-10, column [3]).
3. Apply the applicable EDU factor to each land use type (Table 4-10, column [2]).
4. For each land use category, multiply the number of expected dwelling units or developed acres times the applicable EDU to determine the total number of EBUs per land use category (Table 4-10, column [4]).
5. Sum the EDUs for each land use category to determine the total EDUs in 25 years.
6. Divide the total cost to be financed through the mitigation fee program, \$906,729,808 by the projected number of EDUs to determine the LDMF per EDU (\$2,231 as indicated in Table 4-10).
7. Multiply the LDMF per EDU times the number of EDUs assigned to each land use category to determine the LDMF per unit or LDMF per acre (Table 4-10, column [5]).

*[Remainder of page intentionally left blank]*

**Table 4-10  
Local Development Mitigation Fee Amounts  
EDU Methodology, EDUs Based on Population and Employment**

	[1]	[2]	[3]	[4]	[5]
Land Use Category	Population per DU	EDU Dwelling Units Assignment in 25 Years	Expected Dwelling Units in 25 Years	Expected EDUs in 25 Years	Proposed Fee - Acquisition and Admin
Single Family Residential, less than 8.0 dwelling units per acre	3.1	1.0	297,173	297,173	\$2,231
Multiple Family Residential, density between 8.1 and 14 dwelling units per acre	2.5	0.8	11,620	9,296	\$1,785
			308,793	306,469	
	Employers per Acre	EDUs/Acre	Expected Developed Acres in 25 Years		
Commercial, Residential Units with densities greater than 14.1 dwelling units per acre	20.0	6.5	8,423	54,750	\$14,502
Industrial	10.5	3.4	13,296	45,207	\$7,585
			21,719	99,957	
		<b>TOTAL EDUs in 25 Years</b>		<b>406,426</b>	
		<b>Cost to be Financed Through LD MF</b>			<b>\$906,729,808</b>
		<b>Cost per EDU</b>			<b>\$2,231</b>

NOTE: Persons per DU data from United States Census 2000

C:\riv\_work\MSCHP\nexus report\061203 doc\fee11rev.xls|edu

**Development Projections for the EDU Based LDMF**

The EDU based LDMF uses the same development projections as does the density based LDMF.

**4.8.7.5. Equivalent Benefit Unit Methodology**

An equivalent benefit unit (EBU) provides a way to quantify different land use types in terms of their equivalence to a predefined unit where equivalence is measured in terms of potential use or benefit. A major advantage to an EBU structured methodology when compared to an acreage, density or population based methodology, is the ability to assign identical benefits to similarly used properties (e.g. all residential property is assigned 1 EBU irrespective of lot size) or assign different EBUs to reflect differences in land uses, (e.g. residential development vs. non-residential development).

The Nexus Report proposes an EBU based fee structure where EBUs for residential development are a function of (i) the expected lot size, (ii) trip generation rates, and (iii) expected population per household. Using a weighted factor for each of these items takes into consideration that the MSHCP is providing mitigation for direct, indirect, and cumulative impacts. An EBU based fee program also provides a means to differentiate between the impacts associated with residential and non-residential development.

**Assignment of Equivalent Benefit Units**

DTA's proposed EBU methodology has four categories of property, three residential categories defined by density ranges and one non-residential category. The residential categories are: (1) Residential, density between 0 and 8.0 dwelling units per acre, (2) Residential, density between 8.1 and 14.0 dwelling units per acre and (3) Residential, density greater than 14.1 dwelling units per acre. These density ranges were selected as they generally correspond to single-family, multiple-family, and high density multiple-family residential development, respectively.

For purposes of assigning EBUs, to residential property three equally weighted components were used: average lot size, average trip ends, and average population per household. For each of these components, an EBU of 1 is assigned to each dwelling unit constructed on residential property with a density from 0 to 8.0 dwelling units ("DU") per

**CHAPTER 18.08**  
**SEWER CONNECTION FEES AND SEWER SERVICE CHARGES**

**18.08.010 Application for Sewer Connections and/or Monthly Sewer Service --Applicant Responsibilities.** (Ord. 95-16).

A. Applications. Applications for sewer connections and/or sewer service shall be submitted at the Engineering Services Department counter at the Civic Center on prescribed forms provided by the City.

B. Compliance of Applicant. Application approved for sewer service and/or sewer connections will signify the applicant's willingness and intention to comply with all ordinances and regulations relating to sewer service and/or connections and to make payment for such sewer service fees, connection/capacity fees, sewer construction permit deposits, and inspection fees, as well as other pertinent contingent fees set forth by resolution and by other applicable rules and regulations. (Ord. 97-04).

**18.08.020 Sewer Connection/Capacity Fees.**

A. The sewer connection/capacity fee shall be set by ordinance. (See H/S § 5474) (Ord. 97-04).

B. Connection/capacity fees and inspection fees are due and payable at the time of application for a Wastewater Discharge Permit. The number of equivalent dwelling units shall be used to compute the amount of the connection fee. (Ord. 97-04).

C. If the proposed connection cannot be made, the fee will be refunded when approved by the City Engineer.

**18.08.025 Equivalent Dwelling Unit Determination.** (Ord. 98-10).

A. RESIDENTIAL. The number of equivalent dwelling units (EDU) assigned to each structure is determined as follows:

- |    |   |         |
|----|---|---------|
| 1. | Single Family Residence,<br>per each individual dwelling unit, per lot<br>(Includes manufactured homes, and mobile<br>homes which are on private lots). | 1.0 EDU |
| 2. | Residential condominiums<br>per each individual living unit.  | 1.0 EDU |

- |    |  |         |
|----|--|---------|
| 3. | All apartments and accessory units,<br><br>regardless of number of bedrooms, per each individual living unit on the same lot. (Ord. 97-11) | 0.8 EDU |
| 4. | Mobile Home and Trailer Parks, per each individual space. *  | 0.5 EDU |
|    | a. Mobile Home   | 0.5 EDU |
|    | b. Trailer Space   | 0.5 EDU |
|    | c. Recreational Vehicle Park,<br>occupied or not   | 0.5 EDU |
- \* Any accessory facilities such as laundry, dining, recreational area, residence, etc., shall be considered separately in addition to trailer spaces, as per this ordinance.

**B. COMMERCIAL/INDUSTRIAL/SCHOOL FACILITIES.**

- |    |  |         |
|----|--|---------|
| 1. | Food Service Establishments.   |         |
| a. | Take-out restaurants with disposable utensils, no dishwasher, and no public restrooms.   | 3.0 EDU |
| b. | Miscellaneous food establishments: ice-cream/yogurt shops, bakeries, or equivalent (sales on premise only).  | 3.0 EDU |
| c. | i. Take-out/eat-in restaurants with disposable utensils, but with minimum seating and public restrooms.  | 3.0 EDU |
|    | ii. Restaurants with re-usable utensils, seating and public minimum restrooms, includes cocktail bars.<br>One EDU is assigned for each 6-seat unit as follows:<br>1-18 seats = 3.0 EDU (minimum);<br>Each additional 6-seat unit will be assigned 1.0 EDU. The number of seats will be equal to eighty percent of the maximum occupant load for the eating area as defined by the current Uniform Building Code. | 3.0 EDU |



2. **Hotels and Motels. \***
- a. Per living unit without kitchen 0.38 EDU
- b. Per living unit with kitchen 0.60 EDU
- \* Any accessory facilities such as laundry, dining, recreational area, residence, etc., shall be considered separately in addition to living units, as per this ordinance.
3. **Commercial, Professional, Industrial Buildings, to include Markets, Recreational Facilities, Full-Service Laundries/Dry Cleaners, Mortuaries, and all variations thereof, and Establishments not Specifically Listed Herein.**
- a. Any office, store, motor-vehicle wash, or industrial condominium or establishment.
- i. First 1,000 square feet 1.2 EDU
- ii. Each additional 1,000 square feet or portion thereof 0.7 EDU
- b. Where occupancy type or usage is unknown at the time of application for service, the following EDU's shall apply. This shall include, but not be limited to shopping centers, industrial parks, and professional office buildings.
- i. First 1,000 square feet of gross building floor area 1.2 EDU
- ii. Each additional 1,000 square feet of gross building floor area. Portions less than 1,000 square feet will be prorated. 0.7 EDU
4. **Self-service Laundry, Per Washer.** 1.0 EDU
5. **Churches, theaters, and auditoriums per each 150 person seating capacity, or fraction thereof. (Does not include office spaces, school rooms, day care facilities, food preparations areas, etc. Additional EDU's will be assigned for these supplementary uses.)** 1.5 EDU

6. Schools, to include day-care centers, boarding schools, or other combined youth educational, recreational and residential facilities.

- |    |  |         |
|----|--|---------|
| a. | Elementary Schools,<br>for 50 pupils or fewer  | 1.0 EDU |
| b. | Junior High Schools,<br>for 40 pupils or fewer | 1.0 EDU |
| c. | High Schools,<br>for 24 pupils or fewer.       | 1.0 EDU |

Additional EDU's shall be prorated based on above values. The number of pupils shall be based on the average daily attendance of pupils at the school during the preceding fiscal year, computed in accordance with the education code of the State of California. However, where the school has had no attendance during the preceding fiscal year, the City Engineer shall estimate the average daily attendance for the fiscal year for which the fee is to be paid and compute the fee based on such estimate.

7. Convalescent Homes. \*

- |    |  |             |
|----|--|-------------|
| a. | Skilled nursing care facilities,<br>psychological hospitals, convalescent<br>hospitals; licensed by the Department<br>of Health.                                 | 0.7 EDU/bed |
| b. | Community Care Facilities with 16<br>or more beds licensed by the State<br>Department of Health.   | 0.5 EDU/bed |
| c. | Small Community Care Facilities<br>with 7 to 15 beds licensed by the<br>County Department of Social Services.  | 0.5 EDU/bed |
| d. | Community Care Homes with six or<br>fewer total residents, including<br>resident staff and housekeepers<br>(to be the same EDU as a single family<br>residence). | 1.0 EDU     |

\* Any accessory facilities such as laundry, dining, recreational area, residence, etc., shall be considered separately in addition to beds/residents, as per this ordinance.

- |    |   |         |
|----|---|---------|
| 8. | <b>Automobile Service Station.</b>                        |         |
| a. | Four gasoline/diesel/natural gas pumps or less            | 2.0 EDU |
| b. | More than four gasoline/diesel/natural gas pumps          | 3.0 EDU |
| c. | Each floor drain connected to sewer                       | 0.5 EDU |
| 9. | Warehouse or equivalent, per four fixture unit increment. | 1.0 EDU |

10. **Other.**

In the case of commercial, industrial, and other establishments not included in Commercial/Industrial items (1) through (9) inclusive, or when the EDU's specified in items (1) through (9) are not representative of actual flow due to the number of employees or type of operation, the number of equivalent dwelling units shall be determined in each case by the City Engineer and shall be based upon the estimated volume and type of wastewater discharge into the sewer.

18.08.030 Sewer Service Charges.

- A. The sewer service charges shall be set by ordinance. (See H/S § 5471)
- B. A sewer service charge is levied and charged upon each premise which discharges sewage that ultimately passes through the City's sewer system. (Ord. 98-10).
- C. The property owner of record shall be responsible for payment of the sewer service charge. Any agreement between landlords and tenants to the contrary will not relieve the landlord or record owner of the property of the responsibility for payment of the sewer service charges to the City. (Ord. 98-10).
- D. Sewer service charges may be collected either through the tax roll of the County of San Diego, on the property's water bill, or by issuing a manual bill for payment. The method utilized is determined by the Public Works Director or his designee. (Ord. 98-10).
- E. Payment of sewer service charges for new connections are paid for at the time the Wastewater Discharge Permit is issued. If the permit is for an existing building the sewer service charges will be prorated for the fiscal year based upon the date the permit is issued. If the permit is for new construction or connection, then a time credit of four months shall be allowed when computing the amount of sewer service charges. This prorated amount shall be paid at the time the Wastewater Discharge Permit is issued. (Ord. 2002-05).

F. Provided, however, in the case of other businesses and establishments that have unusual character insofar as sewage is concerned, the rate shall be established in each case by the City Manager or his designee. The rate so established shall be fixed in consideration of the estimated or actual volume of flow and suspended solids (ss) and/or biological oxygen demand (BOD) content from such. (Ord. 98-10).

G. The annual sewer service charges for all properties discharging sewage that passes through the City's sewer system, excluding schools, will be determined by applying the volume sewer charge per hundred cubic feet (HCF) for each customer classification to each parcel as determined by the water utility meter readings. The annual sewer service charges for schools shall be determined by applying the number of equivalent dwelling units (EDU) assigned per the average daily attendance of pupils at the school at the current rate set by ordinance. (Ord. 98-10).

H. The property owner of record at the time the annual sewer service charge is billed shall be responsible for the sewer service charge associated with the metered water use occurring during the time period in which it is recorded. (Ord. 98-10).

18.08.040 Sewer Service Outside City Limits. When it appears to be in the best interest of the City and the people thereof, the City Engineer may prepare an agreement for property situated outside the City to be permitted to connect to the sewer system. The agreement may state the terms of connection, special conditions and limitations, cost for service, annexation fees, connection/capacity fees, and other conditions of sewer service. (Ord. 98-10)

18.08.050 Refunds, Back Charges, and Changes in Use Resulting in Different Rates, Sewer Service Charges and/or Connection/Capacity Fees. (Ord. 97-04).

A. **Increased Rates.** Whenever the use of any premises previously connected to the City system is changed so that there is a fee applicable to such premises increased from that which existed at time original application was made, there shall immediately become due, owing and payable to the City the increase in fees applicable. The charges imposed by this regulation shall become delinquent sixty days following the date it becomes due.

B. **Back Charges for Unpaid Sewer Service.** The City Engineer is authorized to require back charges in the event that a property has been discharging into the sewer system without payment of sewer service charges. The back charges may be imposed up to four years in arrears. (Ord. 97-04).

C. Refund/Reduction of Sewer Service Charges and/or Connection/Capacity Fees. The Public Works Director is authorized to allow refunds of annual sewer service charges and/or connection/capacity fees to non-discharging parcel owners and to property owners which have been over-charged for sewer service and/or connection/capacity fees. The Public Works Director is authorized to discontinue charging non-discharging parcels for sewer and to reduce the sewer service charge of over-charged parcels. Only those amounts which were over-charged will be refunded, and without accrued interest. Refunds shall be issued for up to four years in arrears during which the property owner was over-charged for sewer service. (Ord. 98-10).

18.08.060 Exceptions. The Public Works Director or his designee shall have the power to grant exceptions and to establish policies for the granting of such exceptions from the established sewer service charges. Such exceptions shall only be granted when one or more of the following situations exist: (Ord. 98-10).

- A. Where the premises are not connected to the sewer system of the City.
- B. When water is supplied to premises through a separate water meter and such water is used entirely for irrigation purposes.
- C. Where the city has entered into a separate service agreement.

18.08.070 Adjustment of Sewer Service Charges Authority. The Public Works Director or his designee shall have the power to adjust the annual sewer service charge when one or more of the following situations exist: (Ord. 98-10).

- A. When excessive water consumption is caused by unknown water pipe leaks and it is positively demonstrated to the satisfaction of the City that above-mentioned water consumption is not discharged into the sewer system.
- B. Where it can be positively demonstrated to the satisfaction of the City that the percentage of return to sewer is less than the amount calculated for that customer classification due to a substantial portion of the water used for industrial, recreational, horticultural or agricultural purposes.
- C. When water is supplied to premises by more than one water meter and one or more of such additional water meters does not provide water which is discharged into the sewer system.
- D. When ownership of the parcel changes after the period during which the water meter readings are recorded and the amount of water used during that period is above the median annual water use for that customer classification. It must be positively demonstrated by the customer that the recorded amount is not representative of their actual consumption for the type of use.

18.08.080 Calculation of Annual Sewer Service Charge (Ord. 98-10)

A. **SINGLE FAMILY RESIDENTIAL** The annual sewer service charge for single family residential customers shall be determined by applying the sewer charge per hundred cubic feet (HCF) to the adjusted annual water usage. For customers of the San Dieguito Water District, the service charge will be based on the two lowest bi-monthly water meter readings from December through May, multiplied by three to arrive at the annual water usage in HCF. For customers of the Olivenhain Municipal Water District, the service charge will be determined by combining monthly water meter readings from December through May to produce three bi-monthly readings. The service charge will be based on the lowest two readings multiplied by three to arrive at the annual water usage. The annual water usage is adjusted by applying a percentage return to sewer to determine the adjusted annual water usage. The minimum and maximum charges established by ordinance will apply to all single family residential customers whose water utility meter readings fall under or over the established limits.

B. **MULTI-FAMILY RESIDENTIAL** The annual sewer service charge for multi-family residential customers shall be determined in the same manner as for single-family residential customers. For multi-family residential customers with separate parcels sharing a single water utility meter, the annual total water usage shall be divided among the number of parcels served and applied to each parcel equally. The annual sewer service charge will be based on the adjusted annual water usage for the parcel. The minimum and maximum charges established by ordinance will apply on a per unit basis to all multi-family residential customers whose water utility meter readings fall under or over the established limits.

C. **NON-RESIDENTIAL** The annual sewer service charge for non-residential customers shall be determined by applying the sewer charge per hundred cubic feet (HCF) to the adjusted annual water usage. The annual water usage is based on the prior twelve months metered water usage from May through April for the customer and is adjusted by applying a percentage return to sewer to determine the adjusted annual water usage. A minimum charge has been established for non-residential customers.

D. When less than two full bi-monthly billing periods (four full monthly periods for customers of the Olivenhain Municipal Water District) of metered water use is available from December through May for residential customers, the median annual water use for that customer classification, as set by ordinance, shall apply.

E. When less than three full bi-monthly billing periods (six full monthly periods for customers of the Olivenhain Municipal Water District) of metered water use is available for non-residential customers for the prior year, the median annual water use for that customer sub-classification, as set by ordinance, shall apply. When more than three full billing periods, but less than six full bi-monthly periods (twelve full monthly periods for customers of the Olivenhain Municipal Water District) of metered water use is available for non-residential customers for the prior year, the use shall be normalized to one year. (Ord. 2002-05).

F. When a single water meter serves more than one customer classification on a parcel, the highest strength classification will be used in determining the rate per hundred cubic feet of water usage.

G. When no median annual water use exists for a non-residential sub-classification, the number of equivalent dwelling units assigned to the parcel for the purpose of determining the sewer connection/capacity fees shall be used, multiplied by the median annual sewer service charge for the single family residential customer sub-classification.

H. When the non-residential sub-classification for a customer changes prior to the determination of the annual sewer service charge for the customer, the rate for the new sub-classification shall apply and the annual water usage for each customer sub-classification shall be used to determine the annual sewer service charge.

18.08.090 Challenge of Sewer Service Charge Determination (Ord. 98-10).

A. **Administrative Review.** The property owner of record or his designee subject to the sewer service charge may apply in writing to the Public Works Director or his designee for an exception or adjustment as hereinabove provided in Sections 18.08.060 and 18.08.070; however, no rebate of fees upon such exception shall be allowed for any fees paid one year or more preceding the filing of such application. The applicant shall complete an official Application for Review of Annual Sewer Service Charge, supplied by the Public Works Department. The applicant shall furnish necessary factual data to support such application. The Public Works Director or his designee shall review the application and approve or deny the application based on the information provided by the applicant.

B. **Appeal to City Manager.** Upon denial or conditional approval by the Public Works Director or his designee, any applicant dissatisfied with such decision may appeal same to the City Manager.

C. **Appeal to City Council.** Upon denial or conditional approval by the City Manager, any applicant dissatisfied with such decision may appeal same to the City Council. Such appeal must be filed in writing with the City Clerk within thirty (30) days after the notice of such decision.

18.08.100 Sub-Meters. If the property owner determines that it is in their best interest, a sub-meter may be used to demonstrate to the satisfaction of the City that the percentage of return to sewer is less than the amount calculated for that customer classification. (Ord. 98-10).

A. Readings obtained from sub-meters installed for the purpose of measuring exclusively indoor or outdoor water use in HCF may be used by the City for the purpose of calculating the annual water usage if the following conditions are met:

1. An application requesting that the water readings from a sub-meter be considered in determining the annual sewer service charge be completed by the customer prior to the installation of a new sub-meter.

2. The use of the sub-meter be pre-approved by the Public Works Director or his designee prior to installation.

3. The sub-meter be connected to a water line exclusively used for indoor or outdoor water use.

4. An annual service charge may be imposed by the respective water agency for the meter reading during which the usage is recorded. The above-mentioned charge shall be set by ordinance. (Ord. 2002-05).

5. An annual service charge may be imposed by the respective water agency for the meter reading during which the usage is recorded. The above-mentioned charge shall be set by ordinance.

B. A penalty will be imposed by the City for any sub-meter found to be tampered with, adjusted, or improperly installed to produce false readings.



**Ordinance 08-2003 EXHIBIT "A" (Amended 12/18/03)  
TABLE OF EQUIVALENT DWELLING UNITS (EDU's)**

*Equivalent Dwelling Units shall be determined on the following scale:*

CLASS OF USE	EDU'S	Notes
Bank (for each 10 employees or fraction)	0.57	*
Bar/Lounge (for each 10 seats or fraction)	0.43	
Barber Shop	0.53	
Beauty Shop/Salon	1.05	*
Care Facility (per unit, bed or occupancy)	0.38	****
Church/Public Assembly / Meeting Hall – no kitchen	0.39	*
Church/Public Assembly / Meeting Hall – with kitchen	1.72	*
Day Care Facility **	0.72	
Drug Store	0.60	
Fast Food / Take Out	2.76	
Food Market – small	1.30	*
Food Market – large (super market)	5.40	*
Gas/Service Station / Convenience Store (per bay) ***	2.10	*
Garage (repair only, no fueling, etc.)	0.33	
Laundromat (per washing machine)	0.65	
Medical Office– Doctor / Dentist / Veterinarian	1.30	*
Motel / Bed & Breakfast (per unit, with no kitchen)	0.60	
Office / Retail Store (per 10 employees or fraction)	0.43	
Residential (each Single-family, Mobile Home, Condo or Motel Unit w/Kitchen)	1.00	
Restaurant (per seat) with 1.0 EDU minimum for each business	0.07	
Theater (100 seats or less)	0.44	

When a project does not fit into any of the categories listed above, the General manager shall compute the required EDU's by developing a project Summer Season Average monthly demand estimate and then converting to EDU's.

For combination uses or combinations of tenants, or owner/occupants in a proposed project, each individual use or occupancy will be computed separately, using the Table of EDU's. For example, a proposed building which will include a beauty shop, drug store and small food market would be computed as follows:

Beauty shop	1.05 EDU's
Drug Store	0.60 EDU's
Small Food Market	1.30 EDU's
<b>Total Project</b>	<b>2.95 EDU's</b>

For Motels, Bed & Breakfasts or other commercial uses, where an on-premises living unit is included, it shall be considered a commercial use, computed at 1.00 EDU. Thus, a Bed & Breakfast which includes 5 guest bedrooms plus a manager's living unit would be computed as follows:

Manager's unit	1.00 EDU
5 guest rooms @ 0.60	3.00 EDU's
<b>Total Project</b>	<b>4.00 EDU's</b>

## Table "A" continued

For Motels, Bed & Breakfasts or other commercial uses, where an on-premises living unit is included, it shall be considered a commercial use, computed at 1.00 EDU. Thus, a Bed & Breakfast which includes 5 guest bedrooms plus a manager's living unit would be computed as follows:

Manager's unit	1.00 EDU
5 guest rooms @ 0.60	3.00 EDU's
<b>Total Project</b>	<b>4.00 EDU's</b>

## Notes reference:

- \* Figure based on 1994 summertime usage
- \*\* Day Care use only. If this commercial use includes staff living quarters, then 1.00 EDU shall be added to the Day Care EDU's to derive the total project EDU's.
- \*\*\* For Service Stations And Gas Station/Convenience Stores, the reference to "per bay" means each separate fuel pumping island, regardless of the number of pumps.
- \*\*\*\* Care Facilities are defined as either of the following, or a combination thereof, and are allocated as commercial accounts:
  - A. Convalescent Facilities, which include nursing homes with wards or semi-private rooms where patients have full-time medical personnel on site, and the patients are not in an apartment or studio unit; or
  - B. Senior Facilities, which include individual living units with a common dining area, where residency is restricted to persons aged 55 or older, and are either apartments or studios without kitchens, and may have more than one occupant.

**REVIEW DRAFT WATER/WASTEWATER  
APPLICATIONS**



**Board of Directors – Special and Regular Meeting  
San Simeon Community Services District  
AGENDA  
Wednesday, February 9, 2005 4:30 PM  
Cavalier Banquet Room**

*Note: All comments concerning any item on the agenda are to be directed to the Board Chairperson*

1. 4:30 PM - Ordinance 66 Committee Workshop
2. 6:00 PM Closed Session - On going performance review of District Staff
3. 6:30 PM - RECONVENE IN REGULAR SESSION
  - 3.1 Roll Call
  - 3.2 Pledge of Allegiance
4. PUBLIC COMMENT:

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

  - 4.1 Sheriff's Report
  - 4.2 Public Comment
5. STAFF REPORTS
  - 5.1 General Manager Report
    - 5.1.1 Regular Monthly Report Format
    - 5.1.2 Regulatory Performance Report
      - A: Water
      - B: Wastewater
    - 5.1.3 Current Project Report
    - 5.1.4 Superintendent Report
    - 5.1.5 Other Reports
      - A: Engineering Contracts
      - B: OES Report
  - 5.2 District Counsel Report
6. ITEMS OF BUSINESS
  - 6.1 Approval of Minutes – December 8, 2004
  - 6.1 Approval of Minutes – January 12, 2004
  - 6.2 Approval of Warrants – January 1, 2004 – January 31, 2004

7. DISCUSSION/ACTION ITEMS
  - 7.1 California Costal Commission Permit Report
    - 7.1.1 Rob Schultz Will Present Update
  - 7.2 Water Conservation Restrictions
  - 7.3 9540 Castillo Dr. Update
  - 7.4 Board Committee Reports
  - 6.8 Board Reports
8. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS
9. ADJOURNMENT

# **GENERAL MANAGER REPORT**

**General Manager's Report:**

In order to insure uniformity in reporting the District's monthly business the General Manager has developed the following format for all monthly regular board meetings:

**5 STAFF REPORTS**

5.1 General Manager Report

5.1.1 Regulatory Performance Report

A: Water

B: Wastewater

5.1.2 Current Projects Report

5.1.3 Superintendents Report

5.1.4 Other Reports

5.2 Legal Counsel Report

Staff requests the Board's input and recommendations on additional information the Board may desire on a monthly basis.



**SUPERINTENDENT REPORT**

SSCSD Board Meeting of February 9, 2005  
Superintendents Report

Date Prepared: February 3, 2005

Prepared By: Pat Guerre Facility Manager – ECO Resources

PLANT AND FIELD OPERATIONS:

Plant Statistics:

Flow:

Water : 2.563 Million Gallons

Wastewater : 2.732 Million gallons

Well Depth: Well # 1: 10.16'

Well # 2: 11.25'

Meetings: None Attended

Meter Reading and Meter review: Meters were read on the 24<sup>th</sup> and bills went out on the 31<sup>st</sup>.

Customer Service Calls: 0 business hours

0 non-business hours/days

Found a leak in the lateral at San Simeon Lodge and notified them so they could fix it. I have replaced the lead hose on the CL2 pump at the waste water plant and replaced the weir plates in the CL2 contact chamber. I also drained it and removed approx. 1.5 ft. of old sludge of the bottom. The draining and cleaning will need to be done on a regular basis until the problem with solids removal is addressed. I also had several people look at the location for the generator and had Boyle Engineering come by and look at the plant to discuss options for solids removal.

The sign was removed as per discussion at the last meeting.

**DECEMBER 2004 MINUTES**

**Board of Directors – Regular Monthly Meeting  
San Simeon Community Services District  
Minutes  
Wednesday, December 8, 2004 - 6:30PM  
Cavalier Banquet Room**

**1. CALL TO ORDER**

- 1.1 The meeting was called to order at 6:30 by Board Chair David Kiech.
- 1.2 The roll call was taken and all board members were present.
- 1.3 Lorraine Mirabal-Boubion was sworn as a re-elected board member by General Manager Steve Richardson. Rob Schultz, District Council, noted that the other newly elected board members, Alan Fields and John Russell, had been sworn in by the Country Recorder prior to this meeting.
- 1.4 Chairman Kiech welcomed the new board members.

**2. PUBLIC COMMENT**

There was no sheriff's report and there were no public comments.

**3. STAFF REPORTS**

**3.1 Plant Superintendent's Report**

General Manager Steve Richardson, gave the report of the Plant Superintendent, Jim Whitaker, who was absent from the meeting. Mr. Richardson reported that 2.3 million gallons of water had been pumped from the well this past month and 4 million gallons of wastewater processed. He said that wastewater levels were high due to recent storms in the area and would check the meters to see if any calibration was needed. The well depth was at 11 feet which had risen from the previous month due to ground water recharged from the recent rains.

Mr. Richardson said that some consumer water meters may need to be replaced. The average wear of a meter is 10 years and in other districts 20-30 meters are changed per year. The average meter cost is between \$35 and \$40 plus \$15 average labor. To replace all of the 200+ meters in the San Simeon the cost could exceed \$10,000.00.

There were no customer services complaints for the month either during business hours or after business hours.

Mr. Richardson said the current policies and procedures for the district may need updating and that the office now has an electronic copy of the manual. Mr. Richardson said the current electronic tracking system used for meter service should have a good base in 5 years unless the Board wishes to input previous history prior to the ECO takeover.

Mr. Richardson was asked by board member John Russell how we can monitor the flow of wastewater. Mr. Richardson said that it is possible to check for leaks in the pipes using special video equipment. There is a plan in place to have the pipes video taped and the rainy season the best time to inspect the pipes. The video taping could also check for any earthquake damage. The estimated cost for this service is between \$5,000 and \$10,000. Mr. Russell asked if the plant monitors daily use. Mr. Richardson said yes, and that wastewater “blows” through the plant, upsetting it when a storm hits. Mr. Russell asked if there was an extra expense for this monitoring or an economic impact to the district. Mr. Richardson said no, ECO Resources generally covers these costs due to its fixed price contract.

### 3.2 General Council Report

Mr. Schultz reported that this past month he had helped with the agenda, worked on the EDA Rip-Rap report, organized the Ordinance 66 and Ordinance 74 workshops and the finance workshop prior to the regular board meeting. He noted that during the Finance Workshop a motion – to request that the accountants prepare the Comptroller report, which is now due – was made (by Mr. Lambeth), seconded (by Mr. Kiech), and passed by those members in attendance.

### 3.3 Resolution

Mr. Richardson read a resolution honoring Carol Bailey-Woods for her years of service as a board member. A motion to accept the resolution was made by Director Lambeth and seconded by Director Mirabal-Boubion. The resolution was unanimously approved by the Board.

## 4 **ITEMS OF BUSINESS**

### 4.1 Approval of Minutes

A motion to approve the minutes of the September, 2004 regular board meeting was made by Director Mirabal-Boubion and seconded by Director Lambeth. They were approved unanimously by the board. A motion to Approve of the minutes for the November, 2004 board meeting was made by Director Lambeth and seconded by Director Kiech. They were approved. Ms. Mirabal-Boubion abstained as she was not present at that meeting. Mr. Russell and Mr. Fields could not vote on that motion as they were not on the Board that time.

4.2 Approval of Warrants

Mr. Lambeth questioned the cost of the advertising of the truck for sale and had the truck been sold. Mrs. Hale, SSCSD Office Manager, said she believed the truck had not been sold and that the invoice for the advertising of the truck also included the help wanted ad for her position. A motion that SSCSD only pay for the advertising of the truck (and ECO Resources pay for the help wanted advertisement) was made, seconded, and unanimously approved. Mr. Schultz requested that the status of the truck be on the agenda of the next board meeting. The remaining warrants were approved by the board for payment.

5. **DISCUSSION/ACTION ITEMS**

5.1 Presentation by Engineering Firms

Mr. Richardson introduced engineering firms Boyle and Cannon. He said they were both well regarded in the industry, but that each had a different approach to work on projects of interest to the board. He said it was possible to work with both firms. Mr. Schultz said that we would like to have a master agreement with purchase order contracts. A concerned community member asked if SSCSD could just use RFP's for each project. Mr. Richardson said San Simeon is too small and that the response would be limited.

Mike Nunley made the presentation for Boyle Engineering,, after which Mr. Richardson asked for questions. Mr. Schultz asked if they were working with Cambria. Mr. Nunley answered that they did they Cambria design in 1996 and they are currently working on their water tank project. Mr. Schultz asked if they had worked with Hearst; Mr. Nunley said no. Mr. Schultz asked if Boyle does permits Mr. Nunley said they usually contracted this out.

Mike Cannon, President, made the presentation for Cannon Engineering, after which Mr. Richardson asked for questions. Again, Mr. Schultz asked about current relations with Cambria and Hearst. Mr. Cannon said no to both. Mr. Schultz asked about the CDP process and Mr. Cannon said yes they do such permit work. Mr. Richardson asked if they had done any actual desal work beyond feasibility studies; Mr. Cannon said they had not. Mr. Richardson asked if they had done any Title 22 projects "in full"; Mr. Cannon said they had not. The Board asked if they had grant experience. Mr. Cannon said they did not.

5.2 Authorization for Rip Rap

Mr. Schultz gave the background for the rip rap protecting the wastewater treatment plant. In 2001 the Coastal Commission said there was no permit issued to do this and that a \$3K permit was necessary for a “after the fact permit.” Mr. Richardson said an October letter from the Coastal Commission said they have no objection if SSCSD goes through San Luis Obispo County so long as they get the permit. Mr. Schultz recommended that the Board seek the help of Cannon to file the necessary permit. He reminded the Board that any member of the Coastal Commission can opt for an appeal. A motion to authorize the General Manager to select a firm to make the permit application, for an amount not to exceed \$5,000 was made by Director Mirabal-Boubion and seconded by Director Russell. The motion was approved.

5.3 Water Services for 9540 Castillo

Mr. Richardson said he spoke to the representative of this property and they agreed to postpone this issue to the January meeting.

5.4 Water Services for Mouchawar Parcel 013-391-001

The Board read Dr. Mouchawar’s letter and said the moratorium for new building still applies. They asked Mr. Richardson to send an appropriate letter to Dr. Mouchawar, but also let him know that the Board was working on revising Ordinance 66.

5.5 Board Committee Reports

A meeting was held prior to the regular December board meeting to discuss Ordinance #66; eighteen items were reviewed. The next meeting will be held prior to the January 12 regular board meeting. Ordinance 66 and 74 will continue to be discussed. Mr. Schultz said this will be a major workshop and will break down into smaller groups.

5.6 Board Reports

There were no board reports.

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

6.1 The Board requested the following be included in the January agenda:

- White truck sale status
- Sheriff’s report. Mrs. Hale is to call the sheriff’s office prior to the meeting to request a sheriff to attend the meeting.
- Vandalized/Abandoned car on Avonne status
- Courtesy Inn zoning status

- 6.2 Director Russell suggested that the website have board minutes posted as soon as possible. Any other information regarding community status should also be included so that the community would be aware of what is happening.

Director Fields requested that Cal Trans be included in a future meeting to discuss the beautification of Highway 1. Director Lambeth, who is also the Chair of the San Simeon Chamber of Commerce, suggested that they be invited to the February Board meeting to discuss the current status of their organization.

## **7. ADJOURNMENT**

- 7.1 A motion to adjourn was made by Director Mirabal-Boubion and seconded by Director Kiech unanimously approved. The meeting adjourned at 8:10PM.



**JANUARY 2005 MINUTES**

**Board of Directors – Regular Monthly Meeting  
San Simeon Community Services District  
Minutes  
Wednesday, January 12, 2005- 6:30PM  
Cavalier Banquet Room**

**1. CALL TO ORDER**

- 1.1 The regular meeting was called to order at 6:30 by Board Chairman David Kiech.
- 1.2 The roll call was taken General Manager, Steve Richardson and all board members were present.

**2. PUBLIC COMMENT**

- 1.1 There was no sheriff's report. Mr. Tom O'Neill, ECO Resources, reported that he had spoken to the sheriff's office prior to this meeting and they would send a representative. It is believed that he did not show up do to storm related problems in the area.
- 1.2 Public Comment  
Tom O'Neill introduced Patrick Guerre the new facility manager for SSCSD. Mr. Guerre told the board about his previous experience that includes Grade 3 wastewater operator. Mr. Steve Richardson, ECO Resources, told the board that Mr. Jim Whitaker had left on December 15 and Mr. Guerre replaced him on December 20. This was the first opportunity to introduce him to the Board and the community.
- 1.3 Wiley Ramey (San Simeon Restaurant owner) informed the Board that Highway 1 was designated at an All American Highway in August of 2004. He is part of a committee what is looking for community support regarding the replacement of the fence along Highway 1. There is a grant available that can help with this. SLOCog issues the grant and Cal Trans does the work. He will continue seek support from the Board at future meetings. Director Lambeth said he was also on this committee to beautify the highway.

**3. STAFF REPORTS**

**3.1 General Council Report**

Mr. Schultz reported that this past month he had helped with the agenda, met with Cannon, worked on the EDA Rip-Rap report, organized the Ordinance 66 and Ordinance 77 workshops. Mr. Schultz reported on the Ordinance 66 meeting held prior to the board meeting this evening. He said 2 actions were made – one approved staff for to bring back examples

of other EDU programs from other Cities and CSD's the other Counsel to draft an application for water/sewer hookups.

### 3.1 Plant Superintendent's Report

Giving the report as Plant Superintendent, Mr. Steve Richardson, ECO Resources announced that Tom O'Neill, ECO Resources, will assume the duties of General Manager commencing at the February meeting. due to the high amount of administrative work about to begin with the District. Mr. Richardson would continue to attend the next few meetings but as an observer.

Mr. Richardson reported that 2.382 million gallons of water had been pumped from the well this past month and 2.4 million gallons of wastewater processed. The well depth was at 6 feet which had risen again from the previous month due to ground water recharged from the recent rains. A glitch in the meter from last month caused the exceptionally high wastewater read last month. Per Mr. Guerre, the problem has been corrected.

An update of the generator included specifications that are being written for 4 vendor requests. There is a 90-120 day wait for a new generator. The State was told that this work is in progress and that a mobile generator was rented for possible power emergency. The bids for the generator installation and repair of lighting for the plant are being prepared. Mr. Geurre said he has installed temporary lighting. The EQ basin pumps have been repaired. Regarding the VFD's - 1 is running and the other is hardwired for manual use.

A letter sent to the State from the testing lab was explained. On December 10 and 12 samples were taken for the wrong place. This has been discussed with the RWQCB.

The Board directed Mr. Richardson to destroy and cancel credit card accounts that were recently sent to the District Office. (This includes Home Depot, MasterCard and Shell Oil.)

Mr. O'Neill said a "Statement of Facts" roster has been submitted to the Secretary of the State and that all Board members are required to complete the Form 700 and submit it to the State. A copy of their form should be left in the District office.

Mr. Richardson reported that meter reads were delayed during the month of December due to the holidays and storms. The monthly statements were sent out January 4, one day late again due to the holidays and storms. There were no customer services complaints during normal business hours

and 4 calls received after hours mostly regarding the brownish color of the water due to the December storms.

Director Russell asked if there was a problem with infiltration. Mr. Richardson said no, but there was an inflow problem.

Mr. Richardson said the M&R account will soon run low and Staff will request more money for that account within the next 60 days for upcoming repairs already approved by the board.

Director Mirabal-Boubion asked about the discoloration of the water and said this should be included in the next newsletter to inform the public. She suggested that the newsletter also include an introduction to the new staff members and new board members.

Mr. O'Neill said that original complaints of the discolored water may not have been received as all phones were out in the Cambria/San Simeon area for several days during the storm.

Director Fields asked Mr. Richardson to clarify EQ basin and VFD's. Mr. Richardson said that Mr. Guerre manually turns the pumps on around 11:00PM each evening as this is a low-flow time. VFD's are pumps that run at various speeds similar to a throttle on a car. He offered plant tours to any interested board member.

#### **4 ITEMS OF BUSINESS**

##### **4.1 Approval of Minutes**

The minutes for the December, 2004 regular board meeting were not approved as who made various motions and seconds were not included in the minutes. Board member Mirabal-Boubion requested her name should be deleted from the previous minutes regarding her absence at the Finance meeting as she is not a member of the Finance Committee. Director Fields asked that 6.2 regarding the website be corrected to read Director Russell instead of Director Fields. The minutes will be available for approval pending the changes made at the February board meeting.

Director Russell asked if Board minutes could be posted on the website prior to board approval. Mr. Schultz said he would check to see if this was legal and would advise the Board at the next meeting.

##### **4.2 Approval of Warrants**

A motion made by Director Russell to approve the warrants was seconded by Director Lambeth. The warrants were approved for payment by the Board.

4.3 Election of Officers

Mr. Schultz opened the floor for the nomination of the new Board Chair. Director Mirabal-Boubion nominated Director Lambeth. As there were no other nominations, Director Russell moved to close the nominations and was seconded by Director Fields. Director Lambeth was unanimously elected. Director Russell nominated David Kiech as Board Vice Chairman. Director Mirabal-Boubion nominated Director Fields. Director Fields declined the nomination explaining that he was new to the board and desired more experience first. A motion to close the nominations was made by Director Lambeth and seconded by Director Mirabal-Boubion. The nominations were closed by Director Russell and seconded by Director Mirabal Boubion. The Board voted unanimously elected Director Kiech as the Vice Chairman. Director Lambeth then took over the meeting as Chair.

**5. DISCUSSION/ACTION ITEMS**

- 5.1 Mr. Richardson reviewed the GBP&B amended contract. They listed all of their services at a cost of \$1200 month for time and materials. Mr. Richardson recommended that the board approve this contract with an amount not to exceed \$1500. ECO Resources cannot provide this service as the law requires separate auditors. There is a possibility that there may be additional charges as working with the Budget Committee which is not included on their list of services. This amended contact can be terminated via a letter to GBP&B to end their services. Mr. Richardson told the Board that this is a standard proposal. Director Russell made a motion to direct Staff to execute the amended contract. Director Kiech seconded the motion and it was passed unanimously.
- 5.2 A motion to allow GM and GBP&B authority to talk to Mid State Bank regarding SSCSD business was made by Director Fields and seconded by Director Russell. The motion was passed unanimously.
- 5.3 A motion to provide Mid West Bank additional signatures charge for a monthly bank fee of \$35 so that any 2 of the 5 board members can sign checks was made by Director Kiech and seconded by Director Russell. The motion was passed unanimously.
- 5.4 Status of abandoned car on Avonne. Mr. O'Neill said the owner of the vehicle was contacted and the car was towed away.
- 5.5 Discussion of bids received for the SSCSD truck. One bid for \$1200 was received. Director Fields made a motion that the truck be sold as is. The motion was seconded by Director Russell and the board voted unanimously to sell the truck to that bidder.

5.6 Discussion of request for redevelopment of 9450 Castillo Drive. Mr. Gil Steele represented the owner of the property, Kent Mitchell, who would like to know what his water entitlements are for possible sale or lease of his property. Mr. Schultz told Mr. Steele that he would have to provide documents that included the closing of the gas station that was originally on the property, the clearance letter saying it was OK to reuse the land, any photos and other documents that would aid the board in reaching a decision. Mr. Schultz said all of this is under Ordinance 66. Staff was asked to check on the prior water usage history. If the documentation is provided prior to the next board meeting, the property will be placed on the February agenda.

5.7 Board Committee Report

Mr. Schultz reported that the Ordinance 66 committee is moving along and he would like to see more meetings. It was decided that a meeting will be held on January 26 at 4:30 and again on February 9, at 4:30 prior to the regular board meeting.

Director Kiech said that the board should consider a budget committee meeting soon. There are only 12 items on the budget and Mr. Richardson agreed to add any capital improvements. It was agreed that a draft would be ready by the March meeting and approved at the April meeting. Director Kiech asked Mr. Richardson if a 3 year budget was possible. Mr. Richardson said yes and would include Title 22.

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

Director Kiech asked Mr. Richardson the status of the Cambria desal project. Mr. Richardson said there has been no news in the past 2 months. He will contact them and include the status in his next General Manager's report.

Director Fields asked about the "No Overnight Camping" sign on Ruta Lane. It is covered with surfer signs and questioned if it was possible to remove the sign. The sign belongs to the community of San Simeon. The Board directed Staff to determine the status of the sign.

Director Lambeth asked about the graffiti under the bridge. Staff was asked to call Cal Trans to have the graffiti removed.

Director Mirabal-Boubion asked that the pot holes on the street be filled as soon as possible. Mr. Richardson said he would do a drive-by to check the holes and have a local contract fix them.

**7. ADJOURNMENT**

- 7.1 A motion was made to adjourn the meeting by Director Maribal-Boubion and seconded by Director Russell. The meeting adjourned at 8:25PM.

**JANUARY 2005 WARRANT REPORT**



**San Simeon Comunity Services District  
WARRENT REPORT  
January 31, 2005**

	Type		Date	Open Balance	Warrant #	Check #
Fields, Alan	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-001	
Kiech, David	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-002	
Lambeth, Terry	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-003	
Mirabel-Boubion, Loraine	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-004	
Russell, John	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-005	
Schultz, Rob	Bill	Jan. District Counsel Services	2/4/2005	\$ 1,575.00	0902-006	
ECO Resources	Bill	January Services	2/4/2005	\$ 27,575.42	0902-007	
PERS Health	Bill	February Health Insurance	2/4/2005	\$ 136.43	0902-008	
GBP&B	Bill	January Services	2/4/2005	\$ 975.00	0902-009	
RMA Computer Solutions	Bill	Webmaster Services	2/4/2005	\$ 35.00	0902-010	
United Rentals	Bill	Back-up Generator Rental	2/4/2005	\$ 1,074.82	0902-011	
SLO County of Environmental Health	Bill	Annual Surcharge Fee	2/4/2005	\$ 170.00	0902-012	
SLO County Newspaper	Bill	Truck Ads	2/4/2005	\$ 873.20	0902-013	
LAFCO	Bill	2004/2005 Fee	2/4/2005	\$ 2,026.00	0902-014	
Board of Equalization	Bill	February Fee	2/4/2005	\$ 115.38	0902-016	

Darryl's Lock and Safe	Bill	Do Not Approve - ECO Responsibility	2/4/2005	\$	146.51	0902-017
Crosby & Cindrich	Bill	Comptrollers Report	2/4/2005	\$	2,080.00	0902-015
<b>Total:</b>				\$	<b>37,282.76</b>	

**CALIFORNIA COSTAL COMMISSION  
REPORT - UPDATE**

**Tom O'Neill**

---

**From:** Patti Whelen [Patti.Whelen@CannonAssoc.com] **Sent:** Fri 2/4/2005 12:59 PM  
**To:** Tom O'Neill; rschultz@morro-bay.ca.us  
**Cc:**  
**Subject:** update on CCC application for riprap  
**Attachments:**

Tom and Rob:

The following is a summary of our status on the application for an after-the-fact CDP from the Coastal Commission.

1. The application fee with the Coastal Commission is waived as it is for a public facility. If we were to pursue such a permit with the County, it is not clear that the \$1,500+ will be waived.
2. We have the draft application for the Commission ready to file;
3. We're still looking for a written document confirming that the RWQCB actually requested/directed the CSD to shore up the existing revetment protecting the wastewater treatment plant. This proof may be an issue with the Commission staff.

Let me know if I can provide additional detail that would be helpful at next week's Board meeting.

Regards,

PW

Patti V. Whelen, JD

*Director of Planning*

**Cannon Associates**

(805) 544-7407

**9540 CASTILLO DR. UPDATE**

**OTHER INFORMATION**

## District Staff Contact Numbers

### **General Manager – Tom O’Neill**

Office (805) 927-4778  
No. California Office (916) 353-0600  
Cell Phone (916) 719-6210  
E-Mail Address [toneill@ecoresources.com](mailto:toneill@ecoresources.com)

### **Facility Manager – Pat Guerre**

Office (805) 927-4778  
Cell Phone (805) 909-2235  
E-Mail Address [pguerre@ecoresources.com](mailto:pguerre@ecoresources.com)

### **Administrative Manager – Joann Hale**

Office (805) 927-4778  
Office Fax (805) 927-0399  
E-Mail Address [jhale@ecoresources.com](mailto:jhale@ecoresources.com)

### **Legal Counsel – Rob Schultz**

Office (805) 772-6568  
Office Fax (805) 772-6572  
E-Mail Address [rschultz@morro-bay.ca.us](mailto:rschultz@morro-bay.ca.us)

### **Answering/Alarm Service**

(805) 546-3612  
Great Western Alarm  
After Hours and Emergency Calls



**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL OCEAN SERVICE**

**Monterey Bay National Marine Sanctuary**

299 Foam Street  
Monterey, California 93940

January 21, 2005

Board of Directors  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, California 93452

Dear Board Members:

On January 7, a 36-foot sailboat ran aground just north of Arroyo Laguna in the Monterey Bay National Marine Sanctuary. A dangerous rescue and tragic loss of life were associated with this wreck.

When vessel casualties occur, the first priority of emergency response is protection of human life. Once rescue operations are concluded, the response shifts to protection of property and the environment. The Monterey Bay National Marine Sanctuary works with multiple partners to assure that damaged vessels and all associated debris (including fuel, oil, and hazardous materials) are recovered from Sanctuary waters as soon as possible. Time is of the essence in any marine salvage operation to avoid higher costs and progressive environmental damage, and the combination of efforts by Cambria/San Simeon responders to the January 7 grounding produced a deliberate, timely, and organized salvage effort that deserves commendation.

Despite an ongoing severe winter storm, many local residents, from fire fighters to State Park Rangers to Marine Mammal Center volunteers, braved the weather and high seas to assist in removal of the damaged vessel which had come ashore on a beach, surrounded by Federally protected elephant seals. The sailboat had an estimated 50 gallons of diesel and other toxics aboard, in addition to entanglement hazards such as lines, shrouds, and sails.

After completing rescue and recovery operations, members of the North Coast Ocean Rescue Team spent hours collecting potential entanglement debris and toxics from the wreck site. These self-initiated efforts expedited removal of some of the most hazardous threats to marine wildlife. Local volunteers for the Marine Mammal Center responded on very short notice to a request by the Sanctuary to monitor the site and prevent any mutually harmful interactions between large sub-adult elephant seals and responders. State Park Rangers provided site security, helped coordinate salvage efforts, and assisted with traffic control along Highway One. The Department of Fish and Game helped oversee salvage efforts and ensure site safety for all responders on scene. The Hearst Corporation was very cooperative in facilitating access to the wreck site across its property and provided work crews to dismantle and reassemble fences to aid salvage. The California Highway Patrol provided a critical traffic control function to safeguard the



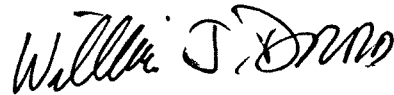


work area. The San Luis Obispo County Sheriff's Department helped Sanctuary staff to quickly identify the vessel insurer, which expedited salvage efforts. And Windsor Construction responded efficiently and competently to an urgent request for equipment and operational expertise to help remove the vessel from the shoreline.

The prompt and complete removal of this vessel and its hazards was a direct result of the cooperation and motivation of many dedicated members of your community. We wish to commend the spirit of teamwork that these individuals exhibited in removing the vessel without injury to responders or the elephant seals in close proximity to the work. With this local assistance, the site was restored to a natural appearance within three days and collateral harm to the marine environment from the wreck and salvage operation was significantly minimized.

We would therefore like to thank the residents and leadership of Cambria and San Simeon for their assistance in this salvage effort and for your continuing partnerships with the Monterey Bay National Marine Sanctuary.

Sincerely,

A handwritten signature in black ink, appearing to read "William J. Douros". The signature is written in a cursive, slightly slanted style.

WILLIAM J. DOUROS  
Superintendent

**KENT MITCHELL  
M. K. INVESTMENT  
30 BONIFACIO PLAZA  
MONTEREY, CALIFORNIA 93940**

January 18, 2005

**Mr. Gil Steel  
Barnes & Associates Real Estate  
743 Main Street  
Cambria, California 93428**

**Re: Chevron Site**

**Dear Gil:**

**Enclosed is Document Reference to Chevron that I have in my files:**

- 1. Confirmation of Expiration of Lease – September 30, 1988.**
- 2. Letter sent by Mr. Dalton, Attorney, hand-delivered transferring water service.**
- 3. Letter sent to Mr., Whitaker giving him requested information.**
- 4. Copy of Board of Supervisors granting variance allowing a Service Station.**
- 5. Letter from Chevron not to seek additional ground lease.**
- 6. Letter to Mr. Whitaker from Attorney, Gerald Dalton.**
- 7. Chevron Site Map**

**The Site where Chevron was located was a Ground Lease.**

**I do not have any plans on building as Chevron applied and was granted Building Permit.**

**I remember there was a men's and women's restroom (large rest-rooms) water bib in with the fueling pumps should car radiators need water as well as some car washing on the side of the buildings.**

**Upon transfer of water service and sewer service September 30, 1988, I have been paying charges as billed. No water has been used since 1988.**

I very much appreciate all of your efforts and please advise if additional information is needed.

Sincerely,

A handwritten signature in black ink that reads "Kent". The signature is written in a cursive style with a large, looped "K" and a horizontal line extending from the end of the "t".

Kent Mitchell

KM:pc  
Enclosure

LAW OFFICES  
**Hudson, Martin, Ferrante & Street**  
EST. 1908

490 CALLE PRINCIPAL  
POST OFFICE BOX 112  
**Monterey, California 93942**  
TELEPHONE (831) 375-3151  
FAX (831) 375-0131  
HMFS@aol.com

CARMEL MARTIN, JR.  
PETER J. CONIGLIO  
GERALD B. DALTON  
MICHAEL A. ALBOV  
PETER R. WILLIAMS  
COLLEEN MARIE-CARMEL DALTON  
JOHN RICH CONIGLIO

OF COUNSEL  
JOHN F. MARTIN

FOUNDING PARTNERS  
W. G. HUDSON (1877-1954)  
CARMEL MARTIN (1879-1965)  
PETER J. FERRANTE (1903-1975)  
WEBSTER STREET (1899-1984)

September 30, 2004

*Certified Mail, Return Receipt Requested*

James Whitaker, Facility Manager  
E.C.O. Resources, Inc.  
San Simeon C.S.D.  
111 Pico Road  
San Simeon, CA 93452

**Re: San Simeon Acres Service Station Location  
9540 Castillo Drive, San Simeon, California  
Former Chevron Station Location**

Dear Mr. Whitaker:

I represent Kent Mitchell, the owner of the above referenced property.

On September 27, 1988 at the request of Mr. Mitchell and his then partner, Ray Berney (now deceased) I wrote the enclosed letter to the San Simeon Acres Service District regarding water service and sewer service accounts to be opened in the name of Mr. Mitchell and Mr. Berney effective September 30, 1988. That was the date on which the Chevron USA, Inc. lease terminated. Mr. Mitchell and Mr. Berney instructed me to deliver the deposit for water and sewer service to the San Simeon Acres Service District office and complete the necessary application. I did so by a personal visit to the office on September 27, 1988 or the day following.

I believe the location of the water meter was changed to accommodate the removal of the service station structures and the underground tanks and equipment by Chevron USA, Inc. Chevron continued to use water during the removal and clean-up process which extended for a number of years and, to some extent, continues to this date.

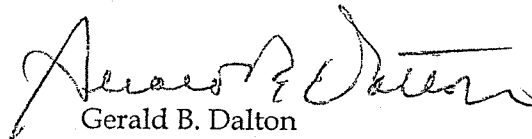
Mr. Mitchell was unable to use the premises for a number of years because of the Chevron USA, Inc. clean-up work. This work was just recently concluded.

James Whitaker, Facility Manager  
E.C.O. Resources, Inc.  
September 30, 2004  
Page 2

Should you have any questions or if I could be of any assistance to you, please let know.

Yours very truly,

HUDSON, MARTIN, FERRANTE & STREET



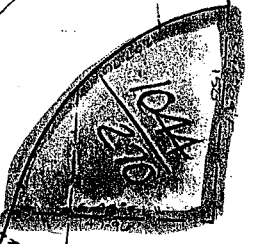
Gerald B. Dalton

GBD/mao  
Enclosures  
cc: Kent Mitchell

2-12-46

2-16-58  
Rev. 12-9-83  
7-7-83  
6-24-87  
10-2-88

CHEVRON SITE



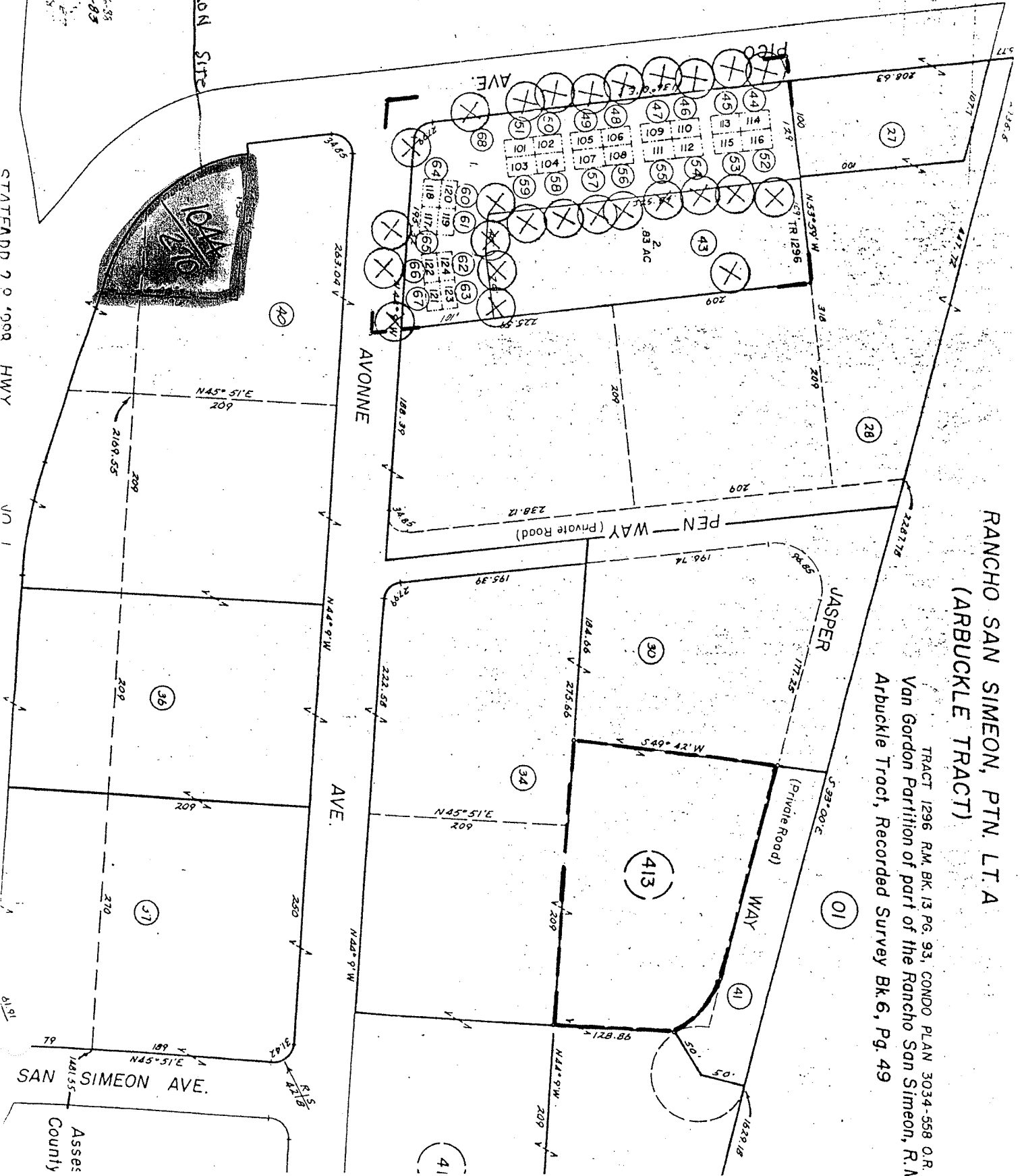
STATE R.D. 99 HWY

UN I

8191

SAN SIMEON AVE.

Asses  
County



RANCHO SAN SIMEON, PTN. LT. A  
(ARBUCKLE TRACT)

TRACT 1296 R.M. BK. 13 PG. 93, CONDO PLAN 3034-558 O.R.  
Van Gordon Partition of part of the Rancho San Simeon, R. 1 A  
Arbuckle Tract, Recorded Survey Bk. 6, Pg. 49

04

27

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01

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413

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41

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Recording Requested By and  
When Recorded Mail to:

CHEVRON U.S.A. INC.  
1300 BEACH BOULEVARD-BUILDING 4516  
P.O. BOX 2833  
LA HABRA, CALIFORNIA 90632-2833

2565  
7/27/89  
NO DOCUMENTARY TRANSFER TAX DUE  
NO CONSIDERATION  
CHEVRON U.S.A. INC.  
*Shirley J. Williams*

DOC. NO. 42127  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

JUN 27 1989

FRANCIS M. COONEY  
County Clerk-Recorder  
TIME 2:25 PM

CONFIRMATION OF EXPIRATION OF LEASE

The undersigned hereby confirm the expiration, on September 30, 1988, of that certain Lease dated August 24, 1959, by and between the undersigned, KENT MITCHELL and RAY BERNEY, Lessors and STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., predecessor of the undersigned, Lessee, an Indenture of which was recorded on January 25, 1960, in Volume 1044, Page 270, Official Records of San Luis Obispo County, State of California, which Lease referred to real property located in the County of San Luis Obispo, State of California, more particularly described in Exhibit A attached hereto and made a part hereof.

LESSORS:

*Kent Mitchell*  
\_\_\_\_\_  
KENT MITCHELL  
*Ray Berney*  
\_\_\_\_\_  
RAY BERNEY

LESSEE:

CHEVRON U.S.A. INC., a  
Pennsylvania corporation  
Successor by Merger to  
Chevron U.S.A. Inc.,  
a California corporation,  
Assignee of Standard  
Oil Company of California

By:

*Shirley J. Williams*  
\_\_\_\_\_  
ATTORNEY IN FACT

EXHIBIT A

That part of the portions of the Arbuckle Tract in the Rancho San Simeon in the County of San Luis Obispo described in the following three deeds:

1. Recorded May 2, 1958 in Volume 938 of Official Records, at page 534
2. Recorded September 3, 1958 in Volume 955 of Official Records, at page 528
3. Recorded August 9, 1957 in Volume 903 of Official Records, at page 67

all records of said County; said part described as follows:

Beginning at a point on the southeasterly line of the parcel of land described in the 3rd above said deed, distant thereon N. 45° 51'E., 105 feet from the most southerly corner of said parcel; thence N. 44° 09' W., 12.85 feet; thence, tangent to last described course, along a curve to the right with a radius of 500 feet through an angle of 14° 02' 10" for a distance of 122.49 feet; thence, N. 30° 06' 50" W., 189.66 feet, said point being, point of beginning; thence (1), N. 30° 06' 50" W., 16.79'; thence (2), tangent to last described course, along a curve to the right with a radius of 180 feet, through an angle of 66° 07' 50" for a distance of 207.76 feet; thence (3), S. 44° 09' E., 150 feet; thence (4), S. 45° 51' W., 147.96 feet to the point of beginning.

The above described parcel of land shall have no right or easement of access to the adjoining State highway, a freeway, but shall abut upon and have access, to a frontage road which will be connected to the said freeway only at such points as may be established by public authority.



2

LAW OFFICES

Hudson, Martin, Ferrante & Street

490 CALLE PRINCIPAL  
POST OFFICE BOX 112  
Monterey, California 93942  
TELEPHONE (408) 375-3151  
TELECOPIER (408) 375-0131

W. G. HUDSON (1877-1954)  
CARMEL MARTIN (1879-1965)  
PETER J. FERRANTE (1903-1975)  
WEBSTER STREET (1899-1984)  
JOHN F. MARTIN  
CARMEL MARTIN, JR.  
PETER J. CONIGLIO  
GERALD B. DALTON  
MICHAEL S. SOSNOWSKI  
MICHAEL A. ALBOV  
PETER R. WILLIAMS

September 27, 1988

San Simeon Acres Community  
Service District  
Route 1, Box S17  
San Simeon, California 93452

Hand delivered

Gentlemen:

Please be advised that we represent Kent Mitchell and Ray Berney. Mr. Mitchell and Mr. Berney own the real property on which the San Simeon Lodge and the adjacent Chevron Station are located.

As you may know, the Chevron USA, Inc. lease on the Chevron Station ends on September 30, 1988.

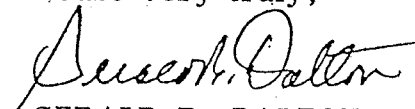
Mr. Mitchell and Mr. Berney request that the water service and sewer service accounts be transferred to their name effective September 30, 1988. We enclose herewith our check in the sum of \$50.00 which we understand is the regular deposit for water and sewer service.

Chevron USA, Inc. has arranged for removal of the service station and the underground tanks and equipment. It may be necessary to relocate the water meter. I will ask Chevron or its contractor to contact you so that the appropriate arrangements can be made to put the meter in a convenient location on the property.

Should you have any questions, please let me hear from you.

Thank you for your assistance with this matter.

Yours very truly,

  
GERALD B. DALTON

GBD/nm  
Enclosure

cc: Mr. Kent Mitchell  
Mr. Ray Berney  
Mr. Lloyd Johnson, Property Management Specialist  
Chevron USA, Inc., P. O. Box 2833, La Habra, CA. 90632-2833  
Re: SS#9-2565, Hwy. 1 and Pico, San Simeon, CA.

**KENT MITCHELL**  
**30 BONIFACIO PLAZA**  
**MONTEREY, CALIFORNIA 93940**  
**(831) 373-4467 – Extension 21**

August 10, 2004

Mr. James Whitaker  
Facility Manager  
ECO Resources, Inc.  
111 Pico Road  
San Simeon, California 93452

(805) 727-4778

Re: Land Assessment – Parcel # 013,091,073

Dear Mr. Whitaker:

Mr. Gil Steel, Broker Associate, requested I write you and give you a history of Parcel of Land Assessment Number 013,091,073 recorded November 19, 1953 in Book 734, Page 52 of Official Records – Address: 9540 Castillo Drive, San Simeon, California.

Chevron U.S.A., Inc. rented this site August 24, 1959. September 30, 1988 confirmation of the expiration of lease was received from Chevron, U.S.A., Inc. We were advised that seepage of fuel had occurred on the property and Basic Site Remediation was necessary.

Chevron advises that they now have a clean bill of health and the property is now level and should be considered developable.

I have maintained the water meter and have been paying for water since Chevron left. We hope to develop the site and would appreciate your opinion how to proceed.

It has been a pleasure working with the District and we hope to hear from you soon in order that we may proceed with Mr. Steel to develop the site.

Thank you for your assistance and courtesies in this matter.

Sincerely yours,

**KENT MITCHELL**  
**(831) 373-4467 – Extension 21**

KM:pc



**Chevron U.S.A. Inc.**

1300 South Beach Boulevard, Building 4516, La Habra, California • Phone (213) 694-7300  
Mail Address: P.O. Box 2833, La Habra, CA 90632-2833

Marketing Department

June 8, 1988

S. S. # 9-2565  
Highway #1 and Pico  
San Simeon, California

Mr. Kent Mitchell  
30 Bonifacio Plaza  
Monterey, California 93940

Dear Mr. Mitchell:

Reference is made to the leased service station location. It is our intention not to seek additional ground lease tenure upon our recently negotiated ninety day extension which as you are aware ends on September 30, 1988.

However, a recently completed preliminary soil assessment indicates some soil contamination around our existing storage tanks. The extent of contamination will not be known until after the September 30th expiration date and the tanks are actually removed before we determine what if any delays we might experience prior to delivering your property back to you. You can be assured I will keep you informed as to the status of the situation.

Very truly yours,

CHEVRON U.S.A. INC.

L. M. Johnson  
Property Management Specialist  
(213) 694-7445

LMJ/sh/1-11D

IN THE BOARD OF SUPERVISORS  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Mon day December 7, 19 59

PRESENT: Supervisors Jesse E. Drake, Fred C. Kimball, Alton Lee,  
John Ruskovich, and Chairman M. Roland Gates

ABSENT: None

RESOLUTION RELATIVE TO A VARIANCE IN  
THE PROVISIONS OF ORDINANCE NO. 427

WHEREAS, The County Planning Commission of the County of San Luis Obispo, State of California, did, on the 25th day of November 1959, consider the application of Kent Mitchell for a Variance to allow a Service Station on that parcel of land in the Arbuckle Tract in the Rancho San Simeon bounded on the south by San Simeon Lodge, on the east by Avonne Avenue, on the north by Pico Avenue and on the west by Highway No. 1, San Luis Obispo County, California.

WHEREAS, Said Planning Commission, after considering the facts relating to said application, did recommend that this Board grant this said Variance to allow a Service Station on that parcel of land in the Arbuckle Tract in the Rancho San Simeon.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of San Luis Obispo, State of California, in a regular meeting assembled on the 7th day of December, 1959, does hereby grant the aforesaid Variance to allow a Service Station on that parcel of land in the Arbuckle Tract in the Rancho San Simeon bounded on the south by San Simeon Lodge, on the east by Avonne Avenue, on the north by Pico Avenue and on the west by Highway No. 1.

Regularly passed and adopted by the Board of Supervisors of the County of San Luis Obispo, State of California, on the 7th day of December, 1959, in a regular meeting of said Board by the following vote, to-wit:

AYES: Supervisors Drake, Kimball, Lee, Ruskovich, Chairman Gates

NOES: None

ABSENT: None

cc: Planning Commission (2)  
Buildings Department  
12-14-59 Dee

STATE OF CALIFORNIA, }  
County of San Luis Obispo, } ss.

I, A. E. MALLAGH, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this 14th day of December, 1959.

(SEAL)

A. E. Mallagh  
County Clerk and Ex-Officio Clerk of the Board of Supervisors  
By Lillian L. Stewart  
Deputy Clerk.

RECEIVED  
COUNTY CLERK  
SAN LUIS OBISPO



# California Regional Water Quality Control Board

## Central Coast Region



Jan C. Lloyd, Ph.D.  
Secretary for  
Environmental  
Protection

Internet Address: <http://www.swrcb.ca.gov/rwqcb3>  
895 Aerovista Place, Suite 101, San Luis Obispo, California 93401  
Phone (805) 549-3147 • FAX (805) 543-0397

Arnold Schwarzenegger  
Governor

January 26, 2005

BY CERTIFIED MAIL  
7004 1350 0002 2200 6938

David Kiech, Chairman  
San Simeon CSD  
111 Pico Avenue  
San Simeon, CA 93452

Dear Mr. Kiech:

### COMPLAINT FOR MANDATORY MINIMUM PENALTY, SAN SIMEON COMMUNITY SERVICES DISTRICT, SAN LUIS OBISPO COUNTY

Attached is *Complaint for Mandatory Penalty No. R3-2005-0032* (Complaint). The Complaint is based on violations of Waste Discharge Requirements Order No. R3-2005-0032 (National Pollutant Discharge Elimination System Permit No. CA0047961) from March 4, 2004 through December 31, 2004. The attached Complaint specifies the occurrence dates and nature of the violations.

We will present an order to the Regional Water Quality Control Board, Central Coast Region (Regional Board) for the amount proposed in the Complaint (\$144,000) at the Regional Board meeting on March 25, 2005, at the Regional Board Conference Room, 895 Aerovista Place, Suite 101, San Luis Obispo, California. The meeting is scheduled to begin at 8:30 a.m.; however, no specific time has been set for consideration of this item. If you waive your right to a public hearing, the Regional Board will have the option to adopt the proposed Order on the consent agenda.

California Water Code Section 13385(i), allows up to \$79,500 of the penalty amount to be expended on a supplemental environmental project (SEP) in accordance with the State Water Resources Control Board (SWRCB)'s Enforcement Policy. You may submit a proposal for one or more SEPs. If you do choose to submit a proposal, please submit it for our consideration no later than February 26, 2005. The State Water Resources Control Board's February 19, 2002 *Water Quality Enforcement Policy* specifies the criteria a SEP must meet to qualify for funding at [www.swrcb.ca.gov/plns/pols/wqep.doc](http://www.swrcb.ca.gov/plns/pols/wqep.doc). You may find a number of SEPs listed, as well as other useful information, on our website at: [www.swrcb.ca.gov/rwqcb3/sep/index.htm](http://www.swrcb.ca.gov/rwqcb3/sep/index.htm).

Please review the Complaint carefully and submit your comments and/or your *Waiver of Hearing* form and copy of payment, or an SEP proposal by February 26, 2005. If you have questions, please contact Matt Thompson at (805) 549-3199 or Regional Board Counsel, Lori T. Okun, at (916) 341-5165.

*California Environmental Protection Agency*

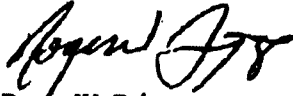


San Simeon CSD

-2-

January 16, 2005

Sincerely,



Roger W. Briggs  
Executive Officer

Attachment: Mandatory Minimum Penalty Complaint No. R3-2005-0032

cc:

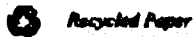
Steve Richardson  
ECO Resources  
5820 Stoneridge Mall Road, Suite 204  
Pleasanton, CA 94588

Rob Schultz  
595 Harbor Street  
Morro Bay, California 93442

Lori Okun  
State Water Resources Control Board  
P.O. Box 100  
Sacramento, CA 95812-0100

S:\NPDES\NPDES Facilities\San Luis Obispo Co\San Simeon\MMP No. R3-2005-0032\Complaint No. 05-0032\San Simeon MMP Complaint  
Transmittal.doc

**California Environmental Protection Agency**



**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
CENTRAL COAST REGION  
895 Aerovista Lane, Suite 101  
San Luis Obispo, California 93401**

**COMPLAINT NO. R3-2005-0032**

**MANDATORY PENALTY  
IN THE MATTER OF  
SAN SIMEON COMMUNITY SERVICES DISTRICT  
WASTEWATER TREATMENT PLANT  
SAN LUIS OBISPO COUNTY**

This complaint to assess Mandatory Minimum Penalties pursuant to Water Code section 13385(h) and (i) is issued to San Simeon Community Services District (Discharger), based on a finding of violations of Waste Discharge Requirements Order No. R3-2002-0046, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0047961.

The Executive Officer finds the following:

1. On May 31, 2002, the Regional Water Quality Control Board, Central Coast Region (Regional Board), adopted *Waste Discharge Requirements Order No. R3-2002-0046, NPDES Permit No. CA0047961, for San Simeon Community Services District and Local Sewering Entity of Hearst San Simeon State Historical Monument, San Luis Obispo County (Order No. R3-2002-0046)*.
2. California Water Code section 13385(h)(1) requires the Regional Board to assess a mandatory penalty of three thousand dollars (\$3,000) for each serious violation.
3. California Water Code section 13385(h)(2) provides a serious violation occurs if the discharge exceeds the effluent limitations for a Group II pollutant by 20 percent or a Group I pollutant by 40 percent or more. Group I and II pollutants are specified in Appendix A to section 123.45 of Title 40 Code of Federal Regulations.
4. California Water Code Section 13385.1(a)(1) states that "a serious violation also means a failure to file a discharge monitoring report required pursuant to Section 13383 for each complete period of 30 days following the deadline for submitting the report, if the report is designed to ensure compliance with limitations contained in waste discharge requirements that contain effluent limitations."
5. California Water Code Section 13385.1(c) states that for the purposes of section 13385.1(a)(1), section 13385(f)(2), (h), (i) and (j), "effluent limitation" means a numeric or numerically expressed narrative restriction on the quantity, discharge rate, concentration, or toxicity units of a pollutant or pollutants authorized to be discharged from a location that is specified in waste discharge requirements. An effluent limitation may be final or interim, and may be expressed as a prohibition. An effluent limitation, for those purposes, does not include a receiving water limitation, a compliance schedule, or a best management practice."
6. California Water Code section 13385(i) requires the Regional Board to assess a mandatory penalty of three thousand dollars (\$3,000) for each violation, not counting the first three violations, if the discharger does any of the following four or more times in a consecutive six-month period:
  - a) Exceeds a waste discharge requirement effluent limitation;
  - b) Fails to file a report pursuant to Section 13260;
  - c) Files an incomplete report pursuant to Section 13260; or



Complaint No. R3-2005-0032

2

January 26, 2005

- d) Exceeds a toxicity effluent limitation contained in the applicable waste discharge requirements where the waste discharge requirements do not contain pollutant-specific effluent limitations for toxic pollutants.
7. California Water Code section 13385(l) states that "(1) In lieu of assessing penalties pursuant to subdivision (h) or (i), the...regional board, with the concurrence of the discharger, may direct a portion of the penalty amount to be expended on a supplemental environmental project in accordance with the enforcement policy of the state board. If the penalty amount exceeds fifteen thousand dollars (\$15,000), the portion of the penalty amount that may be directed to be expended on a supplemental environmental project may not exceed fifteen thousand dollars (\$15,000) plus 50 percent of the penalty amount that exceeds fifteen thousand dollars (\$15,000)."
8. Order No. R3-2002-0046 includes in part the following:

Effluent Limitation No. 2:

"Effluent shall not exceed the following limits:

Constituent	Units	30-Day Average	7-Day Average	Daily Maximum
Settleable Solids	mL/L	1.0	1.5	3.0

Effluent Limitation No. 4:

"Effluent shall not exceed the following limits...

Constituent	Units	6-Month Median	Daily Maximum	Instantaneous Maximum
Total Chlorine Residual	mg/L	0.23	0.93	6.96
Total Coliform Bacteria	MPN/100 mL	--	230	2400

Monitoring and Reporting Program No. R3-2002-0046, page 7:

"Monthly monitoring reports shall be submitted for all monitoring and sampling herein by the last day of the month following the sampling or monitoring event."

9. Settleable Solids is a Group I Pollutant. Total Chlorine Residual is a Group II Pollutant. Effluent containing constituent values that are greater than serious thresholds (limit + 40% for Group I pollutants, limit + 20% for Group II pollutants) are serious violations. Total Coliform Bacteria is neither a Group I nor Group II Pollutant; therefore serious violations do not apply to Total Coliform Bacteria.
10. Effluent containing constituent concentrations that are less than the serious threshold but greater than the permit limits, are chronic violations.
11. According to monitoring reports submitted by the Discharger, the Discharger committed the following violations of effluent limitations of Order No. R3-2002-0046 in the period March 4, 2004 through December 31, 2004:

#	Violation Date	Constituent	Permitted Limit	Reported Value	Violation Type
1	3/4/04	Total Coliform	230 MPN/100 mL Daily Maximum	1600 MPN/100 mL	Chronic*
2	6/18/04	Total Coliform	230 MPN/100 mL Daily Maximum	>1600 MPN/100 mL	Chronic*
3	6/22/04	Total Coliform	230 MPN/100 mL Daily Maximum	300 MPN/100 mL	Chronic*

Complaint No. R3-2005-0032

3

January 26, 2005

#	Violation Date	Constituent	Permitted Limit	Reported Value	Violation Type
4	6/24/04	Total Coliform	230 MPN/100 mL Daily Maximum	500 MPN/100 mL	Chronic
5	7/9/04	Total Coliform	230 MPN/100 mL Daily Maximum	1600 MPN/100 mL	Chronic
6	7/15/04	Total Coliform	230 MPN/100 mL Daily Maximum	900 MPN/100 mL	Chronic
7	7/15/04	Settleable Solids	3.0 mL/L Daily Maximum	5.0 mL/L	Serious
8	7/20/04	Total Coliform	230 MPN/100 mL Daily Maximum	300 MPN/100 mL	Chronic
9	9/2/04	Settleable Solids	3.0 mL/L Daily Maximum	23.00 mL/L	Serious
10	9/5/04	Settleable Solids	3.0 mL/L Daily Maximum	8.10 mL/L	Serious
11	9/7/04	Settleable Solids	1.5 mg/L 7-Day Average	5.1 mL/L	Serious
12	9/10/04	Settleable Solids	3.0 mL/L Daily Maximum	16.00 mL/L	Serious
13	9/14/04	Settleable Solids	3.0 mL/L Daily Maximum	5.00 mL/L	Serious
14	9/14/04	Settleable Solids	1.5 mg/L 7-Day Average	3.7 mL/L	Serious
15	9/15/04	Settleable Solids	3.0 mL/L Daily Maximum	24.00 mL/L	Serious
16	9/16/04	Settleable Solids	3.0 mL/L Daily Maximum	20.10 mL/L	Serious
17	9/17/04	Total Coliform	230 MPN/100 mL Daily Maximum	500 MPN/100 mL	Chronic
18	9/21/04	Settleable Solids	1.5 mg/L 7-Day Average	6.7 mL/L	Serious
19	9/29/04	Settleable Solids	3.0 mL/L Daily Maximum	15.00 mL/L	Serious
20	9/30/04	Settleable Solids	1.0 mL/L 30-Day Average	4.16 mL/L	Serious
21	10/1/04	Settleable Solids	3.0 mL/L Daily Maximum	5.00 mL/L	Serious
22	10/2/04	Settleable Solids	3.0 mL/L Daily Maximum	5.50 mL/L	Serious
23	10/3/04	Settleable Solids	3.0 mL/L Daily Maximum	5.00 mL/L	Serious
24	10/4/04	Settleable Solids	3.0 mL/L Daily Maximum	5.50 mL/L	Serious
25	10/7/04	Settleable Solids	1.5 mg/L 7-Day Average	3.0 mL/L	Serious
26	10/21/04	Total Coliform	230 MPN/100 mL Daily Maximum	280 MPN/100 mL	Chronic
27	10/30/04	Settleable Solids	3.0 mL/L Daily Maximum	5.00 mL/L	Serious
28	10/31/04	Settleable Solids	3.0 mL/L Daily Maximum	10.00 mL/L	Serious
29	10/31/04	Settleable Solids	1.0 mL/L 30-Day Average	1.3 mL/L	Chronic
30	11/8/04	Settleable Solids	3.0 mL/L Daily Maximum	10.10 mL/L	Serious
31	11/9/04	Total Chlorine Residual	0.93 mg/L Daily Maximum	1.0 mg/L	Chronic
32	11/9/04	Settleable Solids	3.0 mL/L Daily Maximum	10.10 mL/L	Chronic
33	11/14/04	Settleable Solids	1.5 mg/L 7-Day Average	2.9 mL/L	Serious
34	11/19/04	Settleable Solids	3.0 mL/L Daily Maximum	14.00 mL/L	Serious
35	11/22/04	Total Coliform	230 MPN/100 mL Daily Maximum	240 MPN/100 mL	Chronic
36	11/23/04	Settleable Solids	3.0 mL/L Daily Maximum	5.00 mL/L	Serious
37	11/24/04	Settleable Solids	3.0 mL/L Daily Maximum	4.00 mL/L	Chronic
38	11/24/04	Total Coliform	230 MPN/100 mL Daily Maximum	>1600 MPN/100 mL	Chronic
39	11/28/04	Settleable Solids	1.5 mg/L 7-Day Average	1.9 mL/L	Chronic
40	11/29/04	Settleable Solids	3.0 mL/L Daily Maximum	20.00 mL/L	Serious
41	11/30/04	Settleable Solids	3.0 mL/L Daily Maximum	12.00 mL/L	Serious
42	11/30/04	Total Coliform	230 MPN/100 mL Daily Maximum	900 MPN/100 mL	Chronic
43	11/30/04	Settleable Solids	1.0 mL/L 30-Day Average	3.22 mL/L	Serious
44	12/1/04	Settleable Solids	3.0 mL/L Daily Maximum	12.00 mL/L	Serious
45	12/2/04	Settleable Solids	3.0 mL/L Daily Maximum	9.00 mL/L	Serious
46	12/3/04	Total Coliform	230 MPN/100 mL Daily Maximum	>1600 MPN/100 mL	Chronic
47	12/7/04	Settleable Solids	1.5 mg/L 7-Day Average	3.2 mL/L	Serious
48	12/18/04	Total Coliform	230 MPN/100 mL Daily Maximum	500 MPN/100 mL	Chronic
49	12/23/04	Total Coliform	230 MPN/100 mL Daily Maximum	500 MPN/100 mL	Chronic
50	12/29/04	Total Coliform	230 MPN/100 mL Daily Maximum	1600 MPN/100 mL	Chronic

\* Denotes chronic violations that are not subject to mandatory penalties.

Complaint No. R3-2005-0032

4

January 28, 2005

12. The Discharger committed a serious violation by failing to submit a discharge monitoring report within a period of 30 days following the deadline for submitting the report. The May 2004 discharge monitoring report was due by June 30, 2004, but was not submitted until August 9, 2004 (40 days past the deadline).
13. According to Findings 11 and 12, the Discharger committed thirty (30) serious violations in the period March 4, 2004 through December 31, 2004. The amount of the mandatory penalty for the serious violations (30 x \$3,000) is ninety thousand dollars (\$90,000).
14. According to Finding No. 11, the Discharger committed twenty-one (21) chronic violations in the period March 4, 2004 through December 31, 2004. California Water Code section 13385(i) requires the Regional Board to assess a mandatory minimum penalty of three thousand dollars (\$3,000) for each chronic violation, not counting the first three, occurring in a consecutive six-month period. The amount of mandatory penalty for the chronic violations (21 - 3 = 18 x \$3,000) is fifty-four thousand dollars (\$54,000).
15. The total amount of the mandatory penalty for violations occurring in the period March 4, 2004 through December 31, 2004 (\$90,000 + \$54,000) is one hundred forty four thousand dollars (\$144,000).

**THE SAN SIMEON COMMUNITY SERVICES DISTRICT IS HEREBY GIVEN NOTICE THAT:**

1. The Executive Officer of the Regional Board proposes that the Discharger be assessed a Mandatory Penalty in the amount of one hundred forty four thousand dollars (\$144,000).
2. The Regional Board shall hold a public hearing on March 25, 2005, unless the Discharger agrees to waive its right to a public hearing by filling out, signing, and submitting the enclosed "Waiver of Hearing". If the Discharger chooses not to waive its right to a public hearing, the Regional Board may proceed with the scheduled public hearing and consider testimony received from interested persons during the public hearing and decide whether to accept the amount of Mandatory Penalty proposed by the Executive Officer or increase the liability. The Regional Board may also decide to continue the matter to a future hearing, direct the Executive Officer to reissue the Complaint to propose additional penalties under California Water Code section 13385(c) and (e), or refer the matter to the State Attorney General. The public hearing is scheduled at the regularly scheduled Regional Board meeting on March 25, 2005, at the Regional Board Conference Room, 895 Aerovista Place, Suite 101, San Luis Obispo, California. The meeting is scheduled to begin at 8:30 a.m.; however, no specific time has been set for consideration of this item.

If you have questions regarding this matter, please direct them to Regional Board staff, Matt Thompson, at (805) 549-3159, or Regional Board Counsel, Lori T. Okun, at (916) 341-5165.

  
 Roger W. Briggs  
 Executive Officer

1-26-05  
 Date

**PROCEDURAL INFORMATION  
FOR  
MANDATORY MINIMUM PENALTY COMPLAINT  
PUBLIC HEARING AND PAYMENT**

**WAIVER OF PUBLIC HEARING**

You may waive your right to a hearing. If you wish to waive the hearing, an authorized person must check and sign the waiver and return it to the Regional Water Quality Control Board, Central Coast Region, 895 Aerovista Place, Suite 101, San Luis Obispo, California 93401-7906.

If you choose to waive the right to a hearing, the Executive Officer will present an Order for the amount of liability proposed in the Complaint to the Regional Board at the March 25, 2005 Regional Board meeting. The Regional Board may adopt or reject the Order. If the proposed Order is adopted, payment will be due and payable by April 24, 2005 (check payable to State Water Resources Control Board). If the Order is rejected, the Regional Board may direct the Executive Officer to issue a new complaint and schedule another hearing. The Regional Board may adopt the proposed Order on the consent calendar. If an interested member of the public or a Regional Board member removes the item from the consent calendar for any reason, the Regional Board will accept public testimony, consider the administrative record and conduct deliberations before deciding whether to adopt or reject the Order. If the Regional Board rejects the proposed Order, it may direct the Executive Officer to re-issue the Complaint to include discretionary penalties and provide you with an opportunity for a hearing on the reissued complaint.

If you do not waive your right to a hearing, the Regional Board will proceed with the scheduled hearing and consider testimony received from interested persons during the hearing and decide whether to accept the amount proposed by the Executive Officer or increase or decrease the liability. Liability may be increased up to the amount of maximum potential liability stated in this Complaint. The Board may also decide to continue the matter to a future hearing, direct the Executive Officer to reissue the Complaint in a higher amount or refer it to the State Attorney General.

You may submit a check for the proposed amount of liability prior to March 25, 2005. If the Regional Board does not adopt the proposed Order, your check will be returned to you.

If you have questions regarding this matter, please direct them to Matt Thompson at (805) 549-3159, or Regional Board Counsel, Lori T. Okun, at (916) 341-5165.

**WAIVER OF THE RIGHT TO A HEARING**

- By checking the box, I agree to waive my right to a hearing before the Regional Board with regard to the violations alleged in Complaint No. R3-2005-0032. Also, I agree to remit payment for the civil liability proposed. I understand that I am giving up my right to argue against the allegations made by the Executive Officer in this Complaint, and against the imposition or amount of proposed civil liability.

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Signature

---

Printed Name

---

Title/Position<sup>1</sup>

---

Date

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<sup>1</sup> A duly authorized person must sign the waiver. A duly authorized person is defined as a principal executive officer of at least the level of vice president in a corporation, a general partner or the proprietor in a partnership, a principal executive officer or ranking elected official in a public agency, or a representative authorized in writing by a vice president or higher ranking corporate officer, general partner, principal executive officer or ranking elected official.

**Board of Directors – Special and Regular Meeting  
San Simeon Community Services District  
AGENDA  
Wednesday, February 9, 2005 4:30 PM  
Cavalier Banquet Room**

*Note: All comments concerning any item on the agenda are to be directed to the Board Chairperson*

1. 4:30 PM - Ordinance 66 Committee Workshop
2. 6:00 PM Closed Session - On going performance review of District Staff
3. 6:30 PM - RECONVENE IN REGULAR SESSION
  - 3.1 Roll Call
  - 3.2 Pledge of Allegiance
4. PUBLIC COMMENT:

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

  - 4.1 Sheriff's Report
  - 4.2 Public Comment
5. STAFF REPORTS
  - 5.1 General Manager Report
    - 5.1.1 Regular Monthly Report Format
    - 5.1.2 Regulatory Performance Report
      - A: Water
      - B: Wastewater
    - 5.1.3 Current Project Report
    - 5.1.4 Superintendent Report
    - 5.1.5 Other Reports
      - A: Engineering Contracts
      - B: OES Report
  - 5.2 District Counsel Report
6. ITEMS OF BUSINESS
  - 6.1 Approval of Minutes – December 8, 2004
  - 6.1 Approval of Minutes – January 12, 2004
  - 6.2 Approval of Warrants – January 1, 2004 – January 31, 2004

7. DISCUSSION/ACTION ITEMS
  - 7.1 California Costal Commission Permit Report
    - 7.1.1 Rob Schultz Will Present Update
  - 7.2 Water Conservation Restrictions
  - 7.3 9540 Castillo Dr. Update
  - 7.4 Board Committee Reports
  - ~~7.5~~ Board Reports
8. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS
9. ADJOURNMENT

**Ordinance 66 Committee Workshop  
San Simeon Community Services District  
AGENDA  
Wednesday, February 9, 2005 4:40 PM  
Cavalier Banquet Room**

1. 4:30 PM Convene Ordinance 66 Workshop
  - 1.1 Roll Call
  - 1.2 Pledge of Allegiance
  
2. Discussion/Action Items
  - 2.1 Review Cambria Ordinance Packets
  - 2.2 Discuss Options of Various EDU Structures
  - 2.3 Review Draft of Application for Water and Wastewater Service
  - 2.4 General Discussion
  
3. Adjournment



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**My Water/Sewer Bill**

Information about sewer and water charges  
 in Portland

**Sanitary System Development Charges** ([Printable Version](#))

## Revision to Sanitary System Development Charges

### Background

The sanitary system development charge ("sanitary SDC") is a charge paid for new or increased use of the sanitary sewer system. The intent of the sanitary SDC is to recover an equitable share of the costs of existing major system facilities from new development or redevelopment that increases sewer use. Portland's sanitary SDC is a reimbursement charge, calculated from the cost of existing major system facilities.

The costs of existing major system facilities are divided by system capacity to obtain a cost per equivalent dwelling unit ("EDU"), currently \$2,420, which represents average sanitary flow from a single-family residence. The charge is then calculated by multiplying this cost per EDU by the number of EDUs associated with the development.

### Current Methodology

The sanitary SDC is based on flow, measured by EDUs. For residential uses, a single-family dwelling is one EDU. Multifamily uses are assessed at .8 EDU per dwelling unit. EDUs for nonresidential occupancy are currently calculated differently for different occupancy types (for example, number of seats for restaurants, net square feet for offices, number of employees for commercial and industrial buildings). A list of equivalencies from current City Code is shown in the accompanying [Table 1](#).

### Proposed Methodology

Residential EDUs would continue to be determined as before. For non-residential uses, EDUs would be determined according to plumbing fixture units ("PFUs"). When applying for a permit, the applicant would provide information on plumbing fixtures. Fixture count information would be converted to PFUs according to the Oregon Plumbing Specialty Code in effect at the time of the application.

An example of different plumbing fixture types and their associated PFUs is shown in the accompanying [Table 2](#). Next, EDUs would be determined by dividing PFUs by a conversion factor. Conversion factors from total PFUs to EDUs by occupancy type are shown in the accompanying [Table 3](#). The sanitary SDC charge would then be calculated by multiplying EDUs by the rate per EDU.

Usage for certain industrial process flows is not well measured by plumbing fixture units. For these occupancy types permits will be approved based on plumbing fixtures counts, but usage will be reviewed within two years of occupancy. Additional EDUs will be assessed if necessary based on a review of actual sanitary flow.

### Reasons For Proposed Change

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The proposed change in methodology is intended to be simpler, more predictable, easier to administer, and more equitable. It will be simpler because it relies on plumbing fixture units rather than occupancy type. It will be more predictable because most permit applicants will be able to use their plumbing fixture counts to calculate their sanitary SDCs at or before the permit application. It will be easier to administer because the calculation will be more highly automated, and because permit approval for industrial uses will not require forecasts of sanitary volume apart from the PFU calculations. It will be more equitable because the charge will be more closely related to use of the sanitary system for all permit applicants.

**Table 1 - Current Dwelling Unit Equivalencies**

<b>Occupancy</b>	<b>Number Per EDU</b>
Single Family Home	1 Each
Multiple Family Dwellings	1.25 Units
Motels and Transient Hotels	2 Rental Spaces
High Schools, Colleges and Universities	20 Students
Elementary Schools	40 Students
Full Service Restaurants	6 Seating Spaces
Hospitals and Institutions	2 Beds
Coin Operated Laundromats	1.25 Washers
Offices	2250 Net Square Feet
Commercial and Industrial Buildings (Without Industrial Wastes)	9 Employees
Other Structures/Uses	1,000 Cubic Feet Per Month

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**Table 2 - Fixture types and equivalency factors**

<b>Fixture Type</b>	<b>Equivalency Factor (Number of PFUs)</b>
Bathtub or combination bath/shower	2.0
Dental unit or cuspidor	1.0
Drinking fountain or water cooler (per head)	0.5
Floor drain, emergency	0.0
Floor drain	1.0
Shower, single head	2.0
Multi-head, each additional head	1.0
Sink, commercial	2.0
Dishwasher, commercial	2.0
Urinal	2.0
Wash basin, single	1.0
Wash basin in sets of two or three	2.0
Water closet, public	6.0
Water closet, private	4.0

[\(back to top\)](#)

**Table 3 - Dwelling unit equivalencies, by business type**

<b>Occupancy</b>	<b>Number Of Plumbing Fixture Units Per Equivalent Dwelling Unit</b>
Fire Station	16.0
Automotive Retailers	16.0
Repair Services	16.0
Clothing & Dry Goods Stores	16.0
Education/Cultural	16.0
Churches/Clubs/Organizations	16.0
Rental/Storage Services	16.0
Construction Trade Services	16.0
Other Uses	7.0
Industrial Uses, When Based on Measured Flow	600 Cubic Feet Per Month

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**4.8.7.4. Equivalent Dwelling Unit – Population and Employee Based**

An equivalent dwelling unit (EDU) provides a way to quantify different land use types in terms of their equivalence to a single-family residential dwelling unit, which is assigned 1 EDU. DTA proposes an EDU based fee in which the EDUs for multi-family residential property and non-residential property are assigned based on the expected number of people per dwelling unit or expected number of employees per acre, respectively. As with the EBU based fee proposal, an EDU based fee can reflect differences in impacts resulting from different land uses and densities. Using population and employment as the basis for the fee program implies that the main benefit to new development from the MSHCP is the public infrastructure and facilities that will likely be constructed once the MSHCP is implemented. As established in Section 2 of the Nexus Report, these public infrastructure facilities (particularly the transportation facilities) provide significant benefit to new development.

**Assignment of EDUs**

Under DTA's proposed EDU methodology, a single-family residential unit ("SFR") is defined as dwelling units with a density of less than or equal to 8.0 DU/acre. SFRs, which have a population of 3.1 persons per DU (Table 4-10, column [1]) are defined as 1 EDU. Multiple-family residential ("MFR") property is defined as dwelling units with a density between 8 and 14 dwelling units. MFRs have an expected population per dwelling unit of 2.5 persons<sup>93</sup> and are assigned 0.8 EDU per unit (Table 4-10, column [2]).<sup>94</sup> Commercial property,<sup>95</sup> which has an average of 20 employees per acre, is assigned 6.5 EDUs per acre<sup>96</sup> and Industrial property, which has an average of 10.5 employees per acre, is assigned 3.4 EDUs per acre.<sup>97</sup> Residential property with densities exceeding 14 DU/acre is assigned to the same land use category as commercial property

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<sup>93</sup> United States Census 2000.

<sup>94</sup> EDUs for multi-family dwelling = 2.5 people per MFR DU by 3.1 people per SFR DU = 0.8 EDU per MFR unit.

<sup>95</sup> Commercial property includes commercial land uses plus residential projects with a densities greater than 14 DU/acre.

<sup>96</sup> EDUS for commercial development = 20 employees/acre divided by 3.1 people per SFR DU = 6.5 EDUs/commercial acre.

<sup>97</sup> EDUS for industrial development = 10.5 employees/acre divided by 3.1 people per SFR DU = 3.4 EDUs/industrial acre

since those types of high and very high density residential projects are more commercial than residential in nature.

**Methodology Employed to Calculate the EDU Based LDMF**

1. Project the number of new SFR units and new MFR units in the next 25 years (Table 4-10, column [3]).
2. Project the number of acres of new residential projects with a density greater than 14 DU/acre, commercial, and industrial developments in the next 25 years (Table 4-10, column [3]).
3. Apply the applicable EDU factor to each land use type (Table 4-10, column [2]).
4. For each land use category, multiply the number of expected dwelling units or developed acres times the applicable EDU to determine the total number of EBUs per land use category (Table 4-10, column [4]).
5. Sum the EDUs for each land use category to determine the total EDUs in 25 years.
6. Divide the total cost to be financed through the mitigation fee program, \$906,729,808 by the projected number of EDUs to determine the LDMF per EDU (\$2,231 as indicated in Table 4-10).
7. Multiply the LDMF per EDU times the number of EDUs assigned to each land use category to determine the LDMF per unit or LDMF per acre (Table 4-10, column [5]).

*[Remainder of page intentionally left blank]*

**Table 4-10  
Local Development Mitigation Fee Amounts  
EDU Methodology, EDUs Based on Population and Employment**

	[1]	[2]	[3]	[4]	[5]
Land Use Category	Population per DU	EDU Dwelling Units Assignment	Expected Dwelling Units in 25 Years	Expected EDUs in 25 Years	Proposed Fee - Acquisition and Admin
Single Family Residential, less than 8.0 dwelling units per acre	3.1	1.0	297,173	297,173	\$2,231
Multiple Family Residential, density between 8.1 and 14 dwelling units per acre	2.5	0.8	11,620	9,296	\$1,785
			308,793	306,469	
	<b>Employment per Acre</b>	<b>EDUs/Acre</b>	<b>Expected Developed Acres in 25 Years</b>		
Commercial, Residential Units with densities greater than 14.1 dwelling units per acre	20.0	6.5	8,423	54,750	\$14,502
Industrial	10.5	3.4	13,296	45,207	\$7,585
			21,719	99,957	
		<b>TOTAL EDUs in 25 Years</b>		<b>406,426</b>	
		<b>Cost to be Financed Through LDMF</b>			<b>\$906,729,808</b>
		<b>Cost per EDU</b>			<b>\$2,231</b>

NOTE: Persons per DU data from United States Census 2000

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**Development Projections for the EDU Based LDMF**

The EDU based LDMF uses the same development projections as does the density based LDMF.

**4.8.7.5. Equivalent Benefit Unit Methodology**

An equivalent benefit unit (EBU) provides a way to quantify different land use types in terms of their equivalence to a predefined unit where equivalence is measured in terms of potential use or benefit. A major advantage to an EBU structured methodology when compared to an acreage, density or population based methodology, is the ability to assign identical benefits to similarly used properties (e.g. all residential property is assigned 1 EBU irrespective of lot size) or assign different EBUs to reflect differences in land uses, (e.g. residential development vs. non-residential development).

The Nexus Report proposes an EBU based fee structure where EBUs for residential development are a function of (i) the expected lot size, (ii) trip generation rates, and (iii) expected population per household. Using a weighted factor for each of these items takes into consideration that the MSHCP is providing mitigation for direct, indirect, and cumulative impacts. An EBU based fee program also provides a means to differentiate between the impacts associated with residential and non-residential development.

**Assignment of Equivalent Benefit Units**

DTA's proposed EBU methodology has four categories of property, three residential categories defined by density ranges and one non-residential category. The residential categories are: (1) Residential, density between 0 and 8.0 dwelling units per acre, (2) Residential, density between 8.1 and 14.0 dwelling units per acre and (3) Residential, density greater than 14.1 dwelling units per acre. These density ranges were selected as they generally correspond to single-family, multiple-family, and high density multiple-family residential development, respectively.

For purposes of assigning EBUs, to residential property three equally weighted components were used: average lot size, average trip ends, and average population per household. For each of these components, an EBU of 1 is assigned to each dwelling unit constructed on residential property with a density from 0 to 8.0 dwelling units ("DU") per

**CHAPTER 18.08**  
**SEWER CONNECTION FEES AND SEWER SERVICE CHARGES**

**18.08.010 Application for Sewer Connections and/or Monthly Sewer Service --Applicant Responsibilities.** (Ord. 95-16).

A. Applications. Applications for sewer connections and/or sewer service shall be submitted at the Engineering Services Department counter at the Civic Center on prescribed forms provided by the City.

B. Compliance of Applicant. Application approved for sewer service and/or sewer connections will signify the applicant's willingness and intention to comply with all ordinances and regulations relating to sewer service and/or connections and to make payment for such sewer service fees, connection/capacity fees, sewer construction permit deposits, and inspection fees, as well as other pertinent contingent fees set forth by resolution and by other applicable rules and regulations. (Ord. 97-04).

**18.08.020 Sewer Connection/Capacity Fees.**

A. The sewer connection/capacity fee shall be set by ordinance. (See H/S § 5474) (Ord. 97-04).

B. Connection/capacity fees and inspection fees are due and payable at the time of application for a Wastewater Discharge Permit. The number of equivalent dwelling units shall be used to compute the amount of the connection fee. (Ord. 97-04).

C. If the proposed connection cannot be made, the fee will be refunded when approved by the City Engineer.

**18.08.025 Equivalent Dwelling Unit Determination.** (Ord. 98-10).

A. RESIDENTIAL. The number of equivalent dwelling units (EDU) assigned to each structure is determined as follows:

- |    |   |         |
|----|---|---------|
| 1. | Single Family Residence,<br>per each individual dwelling unit, per lot<br>(Includes manufactured homes, and mobile<br>homes which are on private lots). | 1.0 EDU |
| 2. | Residential condominiums<br>per each individual living unit.  | 1.0 EDU |



- |    |  |         |
|----|--|---------|
| 3. | All apartments and accessory units,<br><br>regardless of number of bedrooms, per each individual living unit on the same lot. (Ord. 97-11) | 0.8 EDU |
| 4. | Mobile Home and Trailer Parks, per each individual space. *  | 0.5 EDU |
|    | a. Mobile Home   | 0.5 EDU |
|    | b. Trailer Space   | 0.5 EDU |
|    | c. Recreational Vehicle Park,<br>occupied or not   | 0.5 EDU |
- \* Any accessory facilities such as laundry, dining, recreational area, residence, etc., shall be considered separately in addition to trailer spaces, as per this ordinance.

**B. COMMERCIAL/INDUSTRIAL/SCHOOL FACILITIES.**

- |    |  |         |
|----|--|---------|
| 1. | Food Service Establishments.   |         |
| a. | Take-out restaurants with disposable utensils, no dishwasher, and no public restrooms.   | 3.0 EDU |
| b. | Miscellaneous food establishments: ice-cream/yogurt shops, bakeries, or equivalent (sales on premise only).  | 3.0 EDU |
| c. | i. Take-out/eat-in restaurants with disposable utensils, but with minimum seating and public restrooms.  | 3.0 EDU |
|    | ii. Restaurants with re-usable utensils, seating and public minimum restrooms, includes cocktail bars.<br>One EDU is assigned for each 6-seat unit as follows:<br>1-18 seats = 3.0 EDU (minimum);<br>Each additional 6-seat unit will be assigned 1.0 EDU. The number of seats will be equal to eighty percent of the maximum occupant load for the eating area as defined by the current Uniform Building Code. | 3.0 EDU |

2. **Hotels and Motels. \***
- a. Per living unit without kitchen 0.38 EDU
- b. Per living unit with kitchen 0.60 EDU
- \* Any accessory facilities such as laundry, dining, recreational area, residence, etc., shall be considered separately in addition to living units, as per this ordinance.
3. **Commercial, Professional, Industrial Buildings, to include Markets, Recreational Facilities, Full-Service Laundries/Dry Cleaners, Mortuaries, and all variations thereof, and Establishments not Specifically Listed Herein.**
- a. Any office, store, motor-vehicle wash, or industrial condominium or establishment.
- i. First 1,000 square feet 1.2 EDU
- ii. Each additional 1,000 square feet or portion thereof 0.7 EDU
- b. Where occupancy type or usage is unknown at the time of application for service, the following EDU's shall apply. This shall include, but not be limited to shopping centers, industrial parks, and professional office buildings.
- i. First 1,000 square feet of gross building floor area 1.2 EDU
- ii. Each additional 1,000 square feet of gross building floor area. Portions less than 1,000 square feet will be prorated. 0.7 EDU
4. **Self-service Laundry, Per Washer.** 1.0 EDU
5. **Churches, theaters, and auditoriums per each 150 person seating capacity, or fraction thereof. (Does not include office spaces, school rooms, day care facilities, food preparations areas, etc. Additional EDU's will be assigned for these supplementary uses.)** 1.5 EDU

6. Schools, to include day-care centers, boarding schools, or other combined youth educational, recreational and residential facilities.
- |    |  |         |
|----|--|---------|
| a. | Elementary Schools,<br>for 50 pupils or fewer  | 1.0 EDU |
| b. | Junior High Schools,<br>for 40 pupils or fewer | 1.0 EDU |
| c. | High Schools,<br>for 24 pupils or fewer.       | 1.0 EDU |
- Additional EDU's shall be prorated based on above values. The number of pupils shall be based on the average daily attendance of pupils at the school during the preceding fiscal year, computed in accordance with the education code of the State of California. However, where the school has had no attendance during the preceding fiscal year, the City Engineer shall estimate the average daily attendance for the fiscal year for which the fee is to be paid and compute the fee based on such estimate.
7. Convalescent Homes. \*
- |    |  |             |
|----|--|-------------|
| a. | Skilled nursing care facilities,<br>psychological hospitals, convalescent<br>hospitals; licensed by the Department<br>of Health.                                 | 0.7 EDU/bed |
| b. | Community Care Facilities with 16<br>or more beds licensed by the State<br>Department of Health.   | 0.5 EDU/bed |
| c. | Small Community Care Facilities<br>with 7 to 15 beds licensed by the<br>County Department of Social Services.  | 0.5 EDU/bed |
| d. | Community Care Homes with six or<br>fewer total residents, including<br>resident staff and housekeepers<br>(to be the same EDU as a single family<br>residence). | 1.0 EDU     |

\* Any accessory facilities such as laundry, dining, recreational area, residence, etc., shall be considered separately in addition to beds/residents, as per this ordinance.

- |    |   |         |
|----|---|---------|
| 8. | <b>Automobile Service Station.</b>                        |         |
| a. | Four gasoline/diesel/natural gas pumps or less            | 2.0 EDU |
| b. | More than four gasoline/diesel/natural gas pumps          | 3.0 EDU |
| c. | Each floor drain connected to sewer                       | 0.5 EDU |
| 9. | Warehouse or equivalent, per four fixture unit increment. | 1.0 EDU |

10. **Other.**

In the case of commercial, industrial, and other establishments not included in Commercial/Industrial items (1) through (9) inclusive, or when the EDU's specified in items (1) through (9) are not representative of actual flow due to the number of employees or type of operation, the number of equivalent dwelling units shall be determined in each case by the City Engineer and shall be based upon the estimated volume and type of wastewater discharge into the sewer.

18.08.030 Sewer Service Charges.

- A. The sewer service charges shall be set by ordinance. (See H/S § 5471)
- B. A sewer service charge is levied and charged upon each premise which discharges sewage that ultimately passes through the City's sewer system. (Ord. 98-10).
- C. The property owner of record shall be responsible for payment of the sewer service charge. Any agreement between landlords and tenants to the contrary will not relieve the landlord or record owner of the property of the responsibility for payment of the sewer service charges to the City. (Ord. 98-10).
- D. Sewer service charges may be collected either through the tax roll of the County of San Diego, on the property's water bill, or by issuing a manual bill for payment. The method utilized is determined by the Public Works Director or his designee. (Ord. 98-10).
- E. Payment of sewer service charges for new connections are paid for at the time the Wastewater Discharge Permit is issued. If the permit is for an existing building the sewer service charges will be prorated for the fiscal year based upon the date the permit is issued. If the permit is for new construction or connection, then a time credit of four months shall be allowed when computing the amount of sewer service charges. This prorated amount shall be paid at the time the Wastewater Discharge Permit is issued. (Ord. 2002-05).

F. Provided, however, in the case of other businesses and establishments that have unusual character insofar as sewage is concerned, the rate shall be established in each case by the City Manager or his designee. The rate so established shall be fixed in consideration of the estimated or actual volume of flow and suspended solids (ss) and/or biological oxygen demand (BOD) content from such. (Ord. 98-10).

G. The annual sewer service charges for all properties discharging sewage that passes through the City's sewer system, excluding schools, will be determined by applying the volume sewer charge per hundred cubic feet (HCF) for each customer classification to each parcel as determined by the water utility meter readings. The annual sewer service charges for schools shall be determined by applying the number of equivalent dwelling units (EDU) assigned per the average daily attendance of pupils at the school at the current rate set by ordinance. (Ord. 98-10).

H. The property owner of record at the time the annual sewer service charge is billed shall be responsible for the sewer service charge associated with the metered water use occurring during the time period in which it is recorded. (Ord. 98-10).

18.08.040 Sewer Service Outside City Limits. When it appears to be in the best interest of the City and the people thereof, the City Engineer may prepare an agreement for property situated outside the City to be permitted to connect to the sewer system. The agreement may state the terms of connection, special conditions and limitations, cost for service, annexation fees, connection/capacity fees, and other conditions of sewer service. (Ord. 98-10)

18.08.050 Refunds, Back Charges, and Changes in Use Resulting in Different Rates, Sewer Service Charges and/or Connection/Capacity Fees. (Ord. 97-04).

A. **Increased Rates.** Whenever the use of any premises previously connected to the City system is changed so that there is a fee applicable to such premises increased from that which existed at time original application was made, there shall immediately become due, owing and payable to the City the increase in fees applicable. The charges imposed by this regulation shall become delinquent sixty days following the date it becomes due.

B. **Back Charges for Unpaid Sewer Service.** The City Engineer is authorized to require back charges in the event that a property has been discharging into the sewer system without payment of sewer service charges. The back charges may be imposed up to four years in arrears. (Ord. 97-04).

C. **Refund/Reduction of Sewer Service Charges and/or Connection/Capacity Fees.** The Public Works Director is authorized to allow refunds of annual sewer service charges and/or connection/capacity fees to non-discharging parcel owners and to property owners which have been over-charged for sewer service and/or connection/capacity fees. The Public Works Director is authorized to discontinue charging non-discharging parcels for sewer and to reduce the sewer service charge of over-charged parcels. Only those amounts which were over-charged will be refunded, and without accrued interest. Refunds shall be issued for up to four years in arrears during which the property owner was over-charged for sewer service. (Ord. 98-10).

18.08.060 Exceptions. The Public Works Director or his designee shall have the power to grant exceptions and to establish policies for the granting of such exceptions from the established sewer service charges. Such exceptions shall only be granted when one or more of the following situations exist: (Ord. 98-10).

- A. Where the premises are not connected to the sewer system of the City.
- B. When water is supplied to premises through a separate water meter and such water is used entirely for irrigation purposes.
- C. Where the city has entered into a separate service agreement.

18.08.070 Adjustment of Sewer Service Charges Authority. The Public Works Director or his designee shall have the power to adjust the annual sewer service charge when one or more of the following situations exist: (Ord. 98-10).

- A. When excessive water consumption is caused by unknown water pipe leaks and it is positively demonstrated to the satisfaction of the City that above-mentioned water consumption is not discharged into the sewer system.
- B. Where it can be positively demonstrated to the satisfaction of the City that the percentage of return to sewer is less than the amount calculated for that customer classification due to a substantial portion of the water used for industrial, recreational, horticultural or agricultural purposes.
- C. When water is supplied to premises by more than one water meter and one or more of such additional water meters does not provide water which is discharged into the sewer system.
- D. When ownership of the parcel changes after the period during which the water meter readings are recorded and the amount of water used during that period is above the median annual water use for that customer classification. It must be positively demonstrated by the customer that the recorded amount is not representative of their actual consumption for the type of use.

18.08.080 Calculation of Annual Sewer Service Charge (Ord. 98-10)

A. **SINGLE FAMILY RESIDENTIAL** The annual sewer service charge for single family residential customers shall be determined by applying the sewer charge per hundred cubic feet (HCF) to the adjusted annual water usage. For customers of the San Dieguito Water District, the service charge will be based on the two lowest bi-monthly water meter readings from December through May, multiplied by three to arrive at the annual water usage in HCF. For customers of the Olivenhain Municipal Water District, the service charge will be determined by combining monthly water meter readings from December through May to produce three bi-monthly readings. The service charge will be based on the lowest two readings multiplied by three to arrive at the annual water usage. The annual water usage is adjusted by applying a percentage return to sewer to determine the adjusted annual water usage. The minimum and maximum charges established by ordinance will apply to all single family residential customers whose water utility meter readings fall under or over the established limits.

B. **MULTI-FAMILY RESIDENTIAL** The annual sewer service charge for multi-family residential customers shall be determined in the same manner as for single-family residential customers. For multi-family residential customers with separate parcels sharing a single water utility meter, the annual total water usage shall be divided among the number of parcels served and applied to each parcel equally. The annual sewer service charge will be based on the adjusted annual water usage for the parcel. The minimum and maximum charges established by ordinance will apply on a per unit basis to all multi-family residential customers whose water utility meter readings fall under or over the established limits.

C. **NON-RESIDENTIAL** The annual sewer service charge for non-residential customers shall be determined by applying the sewer charge per hundred cubic feet (HCF) to the adjusted annual water usage. The annual water usage is based on the prior twelve months metered water usage from May through April for the customer and is adjusted by applying a percentage return to sewer to determine the adjusted annual water usage. A minimum charge has been established for non-residential customers.

D. When less than two full bi-monthly billing periods (four full monthly periods for customers of the Olivenhain Municipal Water District) of metered water use is available from December through May for residential customers, the median annual water use for that customer classification, as set by ordinance, shall apply.

E. When less than three full bi-monthly billing periods (six full monthly periods for customers of the Olivenhain Municipal Water District) of metered water use is available for non-residential customers for the prior year, the median annual water use for that customer sub-classification, as set by ordinance, shall apply. When more than three full billing periods, but less than six full bi-monthly periods (twelve full monthly periods for customers of the Olivenhain Municipal Water District) of metered water use is available for non-residential customers for the prior year, the use shall be normalized to one year. (Ord. 2002-05).

F. When a single water meter serves more than one customer classification on a parcel, the highest strength classification will be used in determining the rate per hundred cubic feet of water usage.

G. When no median annual water use exists for a non-residential sub-classification, the number of equivalent dwelling units assigned to the parcel for the purpose of determining the sewer connection/capacity fees shall be used, multiplied by the median annual sewer service charge for the single family residential customer sub-classification.

H. When the non-residential sub-classification for a customer changes prior to the determination of the annual sewer service charge for the customer, the rate for the new sub-classification shall apply and the annual water usage for each customer sub-classification shall be used to determine the annual sewer service charge.

18.08.090 Challenge of Sewer Service Charge Determination (Ord. 98-10).

A. **Administrative Review.** The property owner of record or his designee subject to the sewer service charge may apply in writing to the Public Works Director or his designee for an exception or adjustment as hereinabove provided in Sections 18.08.060 and 18.08.070; however, no rebate of fees upon such exception shall be allowed for any fees paid one year or more preceding the filing of such application. The applicant shall complete an official Application for Review of Annual Sewer Service Charge, supplied by the Public Works Department. The applicant shall furnish necessary factual data to support such application. The Public Works Director or his designee shall review the application and approve or deny the application based on the information provided by the applicant.

B. **Appeal to City Manager.** Upon denial or conditional approval by the Public Works Director or his designee, any applicant dissatisfied with such decision may appeal same to the City Manager.

C. **Appeal to City Council.** Upon denial or conditional approval by the City Manager, any applicant dissatisfied with such decision may appeal same to the City Council. Such appeal must be filed in writing with the City Clerk within thirty (30) days after the notice of such decision.

18.08.100 Sub-Meters. If the property owner determines that it is in their best interest, a sub-meter may be used to demonstrate to the satisfaction of the City that the percentage of return to sewer is less than the amount calculated for that customer classification. (Ord. 98-10).

A. Readings obtained from sub-meters installed for the purpose of measuring exclusively indoor or outdoor water use in HCF may be used by the City for the purpose of calculating the annual water usage if the following conditions are met:



1. An application requesting that the water readings from a sub-meter be considered in determining the annual sewer service charge be completed by the customer prior to the installation of a new sub-meter.

2. The use of the sub-meter be pre-approved by the Public Works Director or his designee prior to installation.

3. The sub-meter be connected to a water line exclusively used for indoor or outdoor water use.

4. An annual service charge may be imposed by the respective water agency for the meter reading during which the usage is recorded. The above-mentioned charge shall be set by ordinance. (Ord. 2002-05).

5. An annual service charge may be imposed by the respective water agency for the meter reading during which the usage is recorded. The above-mentioned charge shall be set by ordinance.

B. A penalty will be imposed by the City for any sub-meter found to be tampered with, adjusted, or improperly installed to produce false readings.

**Ordinance 08-2003 EXHIBIT "A" (Amended 12/18/03)  
TABLE OF EQUIVALENT DWELLING UNITS (EDU's)**

*Equivalent Dwelling Units shall be determined on the following scale:*

CLASS OF USE	EDU'S	Notes
Bank (for each 10 employees or fraction)	0.57	*
Bar/Lounge (for each 10 seats or fraction)	0.43	
Barber Shop	0.53	
Beauty Shop/Salon	1.05	*
Care Facility (per unit, bed or occupar cy)	0.38	****
Church/Public Assembly / Meeting Hall – no kitchen	0.39	*
Church/Public Assembly / Meeting Hall – with kitchen	1.72	*
Day Care Facility **	0.72	
Drug Store	0.60	
Fast Food / Take Out	2.76	
Food Market – small	1.30	*
Food Market – large (super market)	5.40	*
Gas/Service Station / Convenience Store (per bay) ***	2.10	*
Garage (repair only, no fueling, etc.)	0.33	
Laundromat (per washing machine)	0.65	
Medical Office– Doctor / Dentist / Veterinarian	1.30	*
Motel / Bed & Breakfast (per unit, with no kitchen)	0.60	
Office / Retail Store (per 10 employees or fraction)	0.43	
Residential (each Single-family, Mobile Home, Condo or Motel Unit w/Kitchen	1.00	
Restaurant (per seat) <i>with 1.0 EDU minimum for each business</i>	0.07	
Theater (100 seats or less)	0.44	

When a project does not fit into any of the categories listed above, the General manager shall compute the required EDU's by developing a project Summer Season Average monthly demand estimate and then converting to EDU's.

For combination uses or combinations of tenants, or owner/occupants in a proposed project, each individual use or occupancy will be computed separately, using the Table of EDU's. For example, a proposed building which will include a beauty shop, drug store and small food market would be computed as follows:

Beauty shop	1.05 EDU's
Drug Store	0.60 EDU's
Small Food Market	1.30 EDU's
<b>Total Project</b>	<b>2.95 EDU's</b>

For Motels, Bed & Breakfasts or other commercial uses, where an on-premises living unit is included, it shall be considered a commercial use, computed at 1.00 EDU. Thus, a Bed & Breakfast which includes 5 guest bedrooms plus a manager's living unit would be computed as follows:

Manager's unit	1.00 EDU
5 guest rooms @ 0.60	3.00 EDU's
<b>Total Project</b>	<b>4.00 EDU's</b>

## Table "A" continued

For Motels, Bed & Breakfasts or other commercial uses, where an on-premises living unit is included, it shall be considered a commercial use, computed at 1.00 EDU. Thus, a Bed & Breakfast which includes 5 guest bedrooms plus a manager's living unit would be computed as follows:

Manager's unit	1.00 EDU
5 guest rooms @ 0.60	3.00 EDU's
<b>Total Project</b>	<b>4.00 EDU's</b>

## Notes reference:

- \* Figure based on 1994 summertime usage
- \*\* Day Care use only. If this commercial use includes staff living quarters, then 1.00 EDU shall be added to the Day Care EDU's to derive the total project EDU's.
- \*\*\* For Service Stations And Gas Station/Convenience Stores, the reference to "per bay" means each separate fuel pumping island, regardless of the number of pumps.
- \*\*\*\* Care Facilities are defined as either of the following, or a combination thereof, and are allocated as commercial accounts:
  - A. Convalescent Facilities, which include nursing homes with wards or semi-private rooms where patients have full-time medical personnel on site, and the patients are not in an apartment or studio unit; or
  - B. Senior Facilities, which include individual living units with a common dining area, where residency is restricted to persons aged 55 or older, and are either apartments or studios without kitchens, and may have more than one occupant.

**General Manager's Report:**

In order to insure uniformity in reporting the District's monthly business the General Manager has developed the following format for all monthly regular board meetings:

**5 STAFF REPORTS**

**5.1 General Manager Report**

**5.1.1 Regulatory Performance Report**

A: Water

B: Wastewater

**5.1.2 Current Projects Report**

**5.1.3 Superintendents Report**

**5.1.4 Other Reports**

**5.2 Legal Counsel Report**

Staff requests the Board's input and recommendations on additional information the Board may desire on a monthly basis.

**SSCSD Board Meeting of February 9, 2005  
Superintendents Report**

Date Prepared: February 3, 2005  
Prepared By: Pat Guerre Facility Manager – ECO Resources

PLANT AND FIELD OPERATIONS:

Plant Statistics:

Flow:

Water : 2.563 Million Gallons  
Wastewater : 2.732 Million gallons

*Flow compared to  
last year*

Well Depth: Well # 1: 10.16'  
Well # 2: 11.25'

Meetings: None Attended

Meter Reading and Meter review: Meters were read on the 24<sup>th</sup> and bills went out on the 31<sup>st</sup>.

Customer Service Calls:       0           business hours  
  0           non-business hours/days

Found a leak in the lateral at San Simeon Lodge and notified them so they could fix it. I have replaced the lead hose on the CL2 pump at the waste water plant and replaced the weir plates in the CL2 contact chamber. I also drained it and removed approx. 1.5 ft. of old sludge of the bottom. The draining and cleaning will need to be done on a regular basis until the problem with solids removal is addressed. I also had several people look at the location for the generator and had Boyle Engineering come by and look at the plant to discuss options for solids removal.

→ The sign was removed as per discussion at the last meeting. *t*

**Board of Directors – Regular Monthly Meeting  
San Simeon Community Services District  
Minutes  
Wednesday, December 8, 2004 - 6:30PM  
Cavalier Banquet Room**

**1. CALL TO ORDER**

- 1.1 The meeting was called to order at 6:30 by Board Chair David Kiech.
- 1.2 The roll call was taken and all board members were present.
- 1.3 Lorraine Mirabal-Boubion was sworn as a re-elected board member by General Manager Steve Richardson. Rob Schultz, District Council, noted that the other newly elected board members, Alan Fields and John Russell, had been sworn in by the Country Recorder prior to this meeting.
- 1.4 Chairman Kiech welcomed the new board members.

**2. PUBLIC COMMENT**

There was no sheriff's report and there were no public comments.

**3. STAFF REPORTS**

**3.1 Plant Superintendent's Report**

General Manager Steve Richardson, gave the report of the Plant Superintendent, Jim Whitaker, who was absent from the meeting. Mr. Richardson reported that 2.3 million gallons of water had been pumped from the well this past month and 4 million gallons of wastewater processed. He said that wastewater levels were high due to recent storms in the area and would check the meters to see if any calibration was needed. The well depth was at 11 feet which had risen from the previous month due to ground water recharged from the recent rains.

Mr. Richardson said that some consumer water meters may need to be replaced. The average wear of a meter is 10 years and in other districts 20-30 meters are changed per year. The average meter cost is between \$35 and \$40 plus \$15 average labor. To replace all of the 200+ meters in the San Simeon the cost could exceed \$10,000.00.

There were no customer services complaints for the month either during business hours or after business hours.

Mr. Richardson said the current policies and procedures for the district may need updating and that the office now has an electronic copy of the manual. Mr. Richardson said the current electronic tracking system used for meter service should have a good base in 5 years unless the Board wishes to input previous history prior to the ECO takeover.

Mr. Richardson was asked by board member John Russell how we can monitor the flow of wastewater. Mr. Richardson said that it is possible to check for leaks in the pipes using special video equipment. There is a plan in place to have the pipes video taped and the rainy season the best time to inspect the pipes. The video taping could also check for any earthquake damage. The estimated cost for this service is between \$5,000 and \$10,000. Mr. Russell asked if the plant monitors daily use. Mr. Richardson said yes, and that wastewater “blows” through the plant, upsetting it when a storm hits. Mr. Russell asked if there was an extra expense for this monitoring or an economic impact to the district. Mr. Richardson said no, ECO Resources generally covers these costs due to its fixed price contract.

### 3.2 General Council Report

Mr. Schultz reported that this past month he had helped with the agenda, worked on the EDA Rip-Rap report, organized the Ordinance 66 and Ordinance 74 workshops and the finance workshop prior to the regular board meeting. He noted that during the Finance Workshop a motion – to request that the accountants prepare the Comptroller report, which is now due – was made (by Mr. Lambeth), seconded (by Mr. Kiech), and passed by those members in attendance.

### 3.3 Resolution

Mr. Richardson read a resolution honoring Carol Bailey-Woods for her years of service as a board member. A motion to accept the resolution was made by Director Lambeth and seconded by Director Mirabal-Boubion. The resolution was unanimously approved by the Board.

## 4 **ITEMS OF BUSINESS**

### 4.1 Approval of Minutes

A motion to approve the minutes of the September, 2004 regular board meeting was made by Director Mirabal-Boubion and seconded by Director Lambeth. They were approved unanimously by the board. A motion to Approve of the minutes for the November, 2004 board meeting was made by Director Lambeth and seconded by Director Kiech. They were approved. Ms. Mirabal-Boubion abstained as she was not present at that meeting. Mr. Russell and Mr. Fields could not vote on that motion as they were not on the Board that time.

4.2 Approval of Warrants

Mr. Lambeth questioned the cost of the advertising of the truck for sale and had the truck been sold. Mrs. Hale, SSCSD Office Manager, said she believed the truck had not been sold and that the invoice for the advertising of the truck also included the help wanted ad for her position. A motion that SSCSD only pay for the advertising of the truck (and ECO Resources pay for the help wanted advertisement) was made, seconded, and unanimously approved. Mr. Schultz requested that the status of the truck be on the agenda of the next board meeting. The remaining warrants were approved by the board for payment.

**5. DISCUSSION/ACTION ITEMS**

5.1 Presentation by Engineering Firms

Mr. Richardson introduced engineering firms Boyle and Cannon. He said they were both well regarded in the industry, but that each had a different approach to work on projects of interest to the board. He said it was possible to work with both firms. Mr. Schultz said that we would like to have a master agreement with purchase order contracts. A concerned community member asked if SSCSD could just use RFP's for each project. Mr. Richardson said San Simeon is too small and that the response would be limited.

Mike Nunley made the presentation for Boyle Engineering,, after which Mr. Richardson asked for questions. Mr. Schultz asked if they were working with Cambria. Mr. Nunley answered that they did they Cambria design in 1996 and they are currently working on their water tank project. Mr. Schultz asked if they had worked with Hearst; Mr. Nunley said no. Mr. Schultz asked if Boyle does permits Mr. Nunley said they usually contracted this out.

Mike Cannon, President, made the presentation for Cannon Engineering, after which Mr. Richardson asked for questions. Again, Mr. Schultz asked about current relations with Cambria and Hearst. Mr. Cannon said no to both. Mr. Schultz asked about the CDP process and Mr. Cannon said yes they do such permit work. Mr. Richardson asked if they had done any actual desal work beyond feasibility studies; Mr. Cannon said they had not. Mr. Richardson asked if they had done any Title 22 projects "in full"; Mr. Cannon said they had not. The Board asked if they had grant experience. Mr. Cannon said they did not.



5.2 Authorization for Rip Rap

Mr. Schultz gave the background for the rip rap protecting the wastewater treatment plant. In 2001 the Coastal Commission said there was no permit issued to do this and that a \$3K permit was necessary for a “after the fact permit.” Mr. Richardson said an October letter from the Coastal Commission said they have no objection if SSCSD goes through San Luis Obispo County so long as they get the permit. Mr. Schultz recommended that the Board seek the help of Cannon to file the necessary permit. He reminded the Board that any member of the Coastal Commission can opt for an appeal. A motion to authorize the General Manager to select a firm to make the permit application, for an amount not to exceed \$5,000 was made by Director Mirabal-Boubion and seconded by Director Russell. The motion was approved.

5.3 Water Services for 9540 Castillo

Mr. Richardson said he spoke to the representative of this property and they agreed to postpone this issue to the January meeting.

5.4 Water Services for Mouchawar Parcel 013-391-001

The Board read Dr. Mouchawar’s letter and said the moratorium for new building still applies. They asked Mr. Richardson to send an appropriate letter to Dr. Mouchawar, but also let him know that the Board was working on revising Ordinance 66.

5.5 Board Committee Reports

A meeting was held prior to the regular December board meeting to discuss Ordinance #66; eighteen items were reviewed. The next meeting will be held prior to the January 12 regular board meeting. Ordinance 66 and 74 will continue to be discussed. Mr. Schultz said this will be a major workshop and will break down into smaller groups.

5.6 Board Reports

There were no board reports.

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

6.1 The Board requested the following be included in the January agenda:

- White truck sale status
- Sheriff’s report. Mrs. Hale is to call the sheriff’s office prior to the meeting to request a sheriff to attend the meeting.
- Vandalized/Abandoned car on Avonne status
- Courtesy Inn zoning status

- 6.2 Director Russell suggested that the website have board minutes posted as soon as possible. Any other information regarding community status should also be included so that the community would be aware of what is happening.

Director Fields requested that Cal Trans be included in a future meeting to discuss the beautification of Highway 1. Director Lambeth, who is also the Chair of the San Simeon Chamber of Commerce, suggested that they be invited to the February Board meeting to discuss the current status of their organization.

## **7. ADJOURNMENT**

- 7.1 A motion to adjourn was made by Director Mirabal-Boubion and seconded by Director Kiech unanimously approved. The meeting adjourned at 8:10PM.

**Board of Directors – Regular Monthly Meeting  
San Simeon Community Services District  
Minutes  
Wednesday, January 12, 2005- 6:30PM  
Cavalier Banquet Room**

**1. CALL TO ORDER**

- 1.1 The regular meeting was called to order at 6:30 by Board Chairman David Kiech.
- 1.2 The roll call was taken General Manager, Steve Richardson and all board members were present.

**2. PUBLIC COMMENT**

- 1.1 There was no sheriff's report. Mr. Tom O'Neill, ECO Resources, reported that he had spoken to the sheriff's office prior to this meeting and they would send a representative. It is believed that he did not show up do to storm related problems in the area.
- 1.2 Public Comment  
Tom O'Neill introduced Patrick Guerre the new facility manager for SSCSD. Mr. Guerre told the board about his previous experience that includes Grade 3 wastewater operator. Mr. Steve Richardson, ECO Resources, told the board that Mr. Jim Whitaker had left on December 15 and Mr. Guerre replaced him on December 20. This was the first opportunity to introduce him to the Board and the community.
- 1.3 Wiley Ramey (San Simeon Restaurant owner) informed the Board that Highway 1 was designated at an All American Highway in August of 2004. He is part of a committee what is looking for community support regarding the replacement of the fence along Highway 1. There is a grant available that can help with this. SLOCog issues the grant and Cal Trans does the work. He will continue seek support from the Board at future meetings. Director Lambeth said he was also on this committee to beautify the highway.

**3. STAFF REPORTS**

**3.1 General Council Report**

Mr. Schultz reported that this past month he had helped with the agenda, met with Cannon, worked on the EDA Rip-Rap report, organized the Ordinance 66 and Ordinance 77 workshops. Mr. Schultz reported on the Ordinance 66 meeting held prior to the board meeting this evening. He said 2 actions were made – one approved staff for to bring back examples

of other EDU programs from other Cities and CSD's the other Counsel to draft an application for water/sewer hookups.

3.1 Plant Superintendent's Report

Giving the report as Plant Superintendent, Mr. Steve Richardson, ECO Resources announced that Tom O'Neill, ECO Resources, will assume the duties of General Manager commencing at the February meeting. due to the high amount of administrative work about to begin with the District. Mr. Richardson would continue to attend the next few meetings but as an observer.

Mr. Richardson reported that 2.382 million gallons of water had been pumped from the well this past month and 2.4 million gallons of wastewater processed. The well depth was at 6 feet which had risen again from the previous month due to ground water recharged from the recent rains. A glitch in the meter from last month caused the exceptionally high wastewater read last month. Per Mr. Guerre, the problem has been corrected.

An update of the generator included specifications that are being written for 4 vendor requests. There is a 90-120 day wait for a new generator. The State was told that this work is in progress and that a mobile generator was rented for possible power emergency. The bids for the generator installation and repair of lighting for the plant are being prepared. Mr. Geurre said he has installed temporary lighting. The EQ basin pumps have been repaired. Regarding the VFD's - 1 is running and the other is hardwired for manual use.

A letter sent to the State from the testing lab was explained. On December 10 and 12 samples were taken for the wrong place. This has been discussed with the RWQCB.

The Board directed Mr. Richardson to destroy and cancel credit card accounts that were recently sent to the District Office. (This includes Home Depot, MasterCard and Shell Oil.)

Mr. O'Neill said a "Statement of Facts" roster has been submitted to the Secretary of the State and that all Board members are required to complete the Form 700 and submit it to the State. A copy of their form should be left in the District office.

Mr. Richardson reported that meter reads were delayed during the month of December due to the holidays and storms. The monthly statements were sent out January 4, one day late again due to the holidays and storms. There were no customer services complaints during normal business hours

and 4 calls received after hours mostly regarding the brownish color of the water due to the December storms.

Director Russell asked if there was a problem with infiltration. Mr. Richardson said no, but there was an inflow problem.

Mr. Richardson said the M&R account will soon run low and Staff will request more money for that account within the next 60 days for upcoming repairs already approved by the board.

Director Mirabal-Boubion asked about the discoloration of the water and said this should be included in the next newsletter to inform the public. She suggested that the newsletter also include an introduction to the new staff members and new board members.

Mr. O'Neill said that original complaints of the discolored water may not have been received as all phones were out in the Cambria/San Simeon area for several days during the storm.

Director Fields asked Mr. Richardson to clarify EQ basin and VFD's. Mr. Richardson said that Mr. Guerre manually turns the pumps on around 11:00PM each evening as this is a low-flow time. VFD's are pumps that run at various speeds similar to a throttle on a car. He offered plant tours to any interested board member.

#### **4 ITEMS OF BUSINESS**

##### **4.1 Approval of Minutes**

The minutes for the December, 2004 regular board meeting were not approved as who made various motions and seconds were not included in the minutes. Board member Mirabal-Boubion requested her name should be deleted from the previous minutes regarding her absence at the Finance meeting as she is not a member of the Finance Committee. Director Fields asked that 6.2 regarding the website be corrected to read Director Russell instead of Director Fields. The minutes will be available for approval pending the changes made at the February board meeting.

Director Russell asked if Board minutes could be posted on the website prior to board approval. Mr. Schultz said he would check to see if this was legal and would advise the Board at the next meeting.

##### **4.2 Approval of Warrants**

A motion made by Director Russell to approve the warrants was seconded by Director Lambeth. The warrants were approved for payment by the Board.

Lambeth nominated Kiech  
NOT Russell

4.3 Election of Officers

Mr. Schultz opened the floor for the nomination of the new Board Chair. Director Mirabal-Boubion nominated Director Lambeth. As there were no other nominations, Director Russell moved to close the nominations and was seconded by Director Fields. Director Lambeth was unanimously elected. Director Russell nominated David Kiech as Board Vice Chairman. Director Mirabal-Boubion nominated Director ~~Fields~~ <sup>Russell</sup>. Director ~~Fields~~ <sup>Russell</sup> declined the nomination explaining that he was new to the board and desired more experience first. A motion to close the nominations was made by Director Lambeth and seconded by Director Mirabal-Boubion. The nominations were closed by Director Russell and seconded by Director Mirabal Boubion. The Board voted unanimously elected Director Kiech as the Vice Chairman. Director Lambeth then took over the meeting as Chair.

5. **DISCUSSION/ACTION ITEMS**

- 5.1 Mr. Richardson reviewed the GBP&B amended contract. They listed all of their services at a cost of \$1200 month for time and materials. Mr. Richardson recommended that the board approve this contract with an amount not to exceed \$1500. ECO Resources cannot provide this service as the law requires separate auditors. There is a possibility that there may be additional charges as working with the Budget Committee which is not included on their list of services. This amended contact can be terminated via a letter to GBP&B to end their services. Mr. Richardson told the Board that this is a standard proposal. Director Russell made a motion to direct Staff to execute the amended contract. Director Kiech seconded the motion and it was passed unanimously.
- 5.2 A motion to allow GM and GBP&B authority to talk to Mid State Bank regarding SSCSD business was made by Director Fields and seconded by Director Russell. The motion was passed unanimously.
- 5.3 A motion to provide Mid <sup>State</sup> West Bank additional signatures charge for a monthly bank fee of \$35 so that any 2 of the 5 board members can sign checks was made by Director Kiech and seconded by Director Russell. The motion was passed unanimously.
- 5.4 Status of abandoned car on Avonne. Mr. O'Neill said the owner of the vehicle was contacted and the car was towed away.
- 5.5 Discussion of bids received for the SSCSD truck. One bid for \$1200 was received. Director Fields made a motion that the truck be sold as is. The motion was seconded by Director Russell and the board voted unanimously to sell the truck to that bidder.

5.6 Discussion of request for redevelopment of 9450 Castillo Drive. Mr. Gil Steele represented the owner of the property, Kent Mitchell, who would like to know what his water entitlements are for possible sale or lease of his property. Mr. Schultz told Mr. Steele that he would have to provide documents that included the closing of the gas station that was originally on the property, the clearance letter saying it was OK to reuse the land, any photos and other documents that would aid the board in reaching a decision. Mr. Schultz said all of this is under Ordinance 66. Staff was asked to check on the prior water usage history. If the documentation is provided prior to the next board meeting, the property will be placed on the February agenda.

5.7 Board Committee Report

Mr. Schultz reported that the Ordinance 66 committee is moving along and he would like to see more meetings. It was decided that a meeting will be held on January 26 at 4:30 and again on February 9, at 4:30 prior to the regular board meeting.

Director Kiech said that the board should consider a budget committee meeting soon. There are only 12 items on the budget and Mr. Richardson agreed to add any capital improvements. It was agreed that a draft would be ready by the March meeting and approved at the April meeting. Director Kiech asked Mr. Richardson if a 3 year budget was possible. Mr. Richardson said yes and would include Title 22.

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

Director Kiech asked Mr. Richardson the status of the Cambria desal project. Mr. Richardson said there has been no news in the past 2 months. He will contact them and include the status in his next General Manager's report.

Director Fields asked about the "No Overnight Camping" sign on Ruta Lane. It is covered with surfer signs and questioned if it was possible to remove the sign. The sign belongs to the community of San Simeon. The Board directed Staff to determine the status of the sign.

Director Lambeth asked about the graffiti under the bridge. Staff was asked to call Cal Trans to have the graffiti removed.

Director Mirabal-Boubion asked that the pot holes on the street be filled as soon as possible. Mr. Richardson said he would do a drive-by to check the holes and have a local contract fix them.

**7. ADJOURNMENT**

- 7.1 A motion was made to adjourn the meeting by Director Maribal-Boubion and seconded by Director Russell. The meeting adjourned at 8:25PM.



**San Simeon Community Services District  
WARRENT REPORT  
January 31, 2005**

	Type		Date	Open Balance	Warrant #	Check #
Fields, Alan	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-001	
Kiech, David	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-002	
Lambeth, Terry	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-003	
Mirabel-Boubion, Loraine	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-004	
Russell, John	Bill	Feb. Board Services	2/9/2005	\$ 100.00	0902-005	
Schultz, Rob	Bill	Jan. District Counsel Services	2/4/2005	\$ 1,575.00	0902-006	
ECO Resources	Bill	January Services	2/4/2005	\$ 27,575.42	0902-007	
PERS Health	Bill	February Health Insurance	2/4/2005	\$ 136.43	0902-008	
GBP&B	Bill	January Services	2/4/2005	\$ 975.00	0902-009	
RMA Computer Solutions	Bill	Webmaster Services	2/4/2005	\$ 35.00	0902-010	
United Rentals	Bill	Back-up Generator Rental	2/4/2005	\$ 1,074.82	0902-011	
SLO County of Environmental Health	Bill	Annual Surcharge Fee	2/4/2005	\$ 170.00	0902-012	
SLO County Newspaper	Bill	Truck Ads	2/4/2005	\$ 873.20	0902-013	
LAFCO	Bill	2004/2005 Fee	2/4/2005	\$ 2,026.00	0902-014	
Board of Equalization	Bill	February Fee	2/4/2005	\$ 115.38	0902-016	

Ballard

Darryl's Lock and Safe	Bill	Do Not Approve - ECO Responsibility	2/4/2005	\$	146.51	0902-017
Crosby & Cindrich	Bill	Comptrollers Report	2/4/2005	\$	2,080.00	0902-015
<b>Total:</b>				\$	<b>37,282.76</b>	

**Tom O'Neill**

---

**From:** Patti Whelen [Patti.Whelen@CannonAssoc.com] **Sent:** Fri 2/4/2005 12:59 PM  
**To:** Tom O'Neill; rschultz@morro-bay.ca.us  
**Cc:**  
**Subject:** update on CCC application for riprap  
**Attachments:**

Tom and Rob:

The following is a summary of our status on the application for an after-the-fact CDP from the Coastal Commission.

1. The application fee with the Coastal Commission is waived as it is for a public facility. If we were to pursue such a permit with the County, it is not clear that the \$1,500+ will be waived.
2. We have the draft application for the Commission ready to file;
3. We're still looking for a written document confirming that the RWQCB actually requested/directed the CSD to shore up the existing revetment protecting the wastewater treatment plant. This proof may be an issue with the Commission staff.

Let me know if I can provide additional detail that would be helpful at next week's Board meeting.

Regards,

PW

Patti V. Whelen, JD

*Director of Planning*

**Cannon Associates**

(805) 544-7407

**KENT MITCHELL  
M. K. INVESTMENT  
30 BONIFACIO PLAZA  
MONTEREY, CALIFORNIA 93940**

**January 18, 2005**

**Mr. Gil Steel  
Barnes & Associates Real Estate  
743 Main Street  
Cambria, California 93428**

**Re: Chevron Site**

**Dear Gil:**

**Enclosed is Document Reference to Chevron that I have in my files:**

- 1. Confirmation of Expiration of Lease – September 30, 1988.**
- 2. Letter sent by Mr. Dalton, Attorney, hand-delivered transferring water service.**
- 3. Letter sent to Mr., Whitaker giving him requested information.**
- 4. Copy of Board of Supervisors granting variance allowing a Service Station.**
- 5. Letter from Chevron not to seek additional ground lease.**
- 6. Letter to Mr. Whitaker from Attorney, Gerald Dalton.**
- 7. Chevron Site Map**

**The Site where Chevron was located was a Ground Lease.**

**I do not have any plans on building as Chevron applied and was granted Building Permit.**

**I remember there was a men's and women's restroom (large rest-rooms) water bib in with the fueling pumps should car radiators need water as well as some car washing on the side of the buildings.**

**Upon transfer of water service and sewer service September 30, 1988, I have been paying charges as billed. No water has been used since 1988.**

**I very much appreciate all of your efforts and please advise if additional information is needed.**

**Sincerely,**

A handwritten signature in black ink that reads "Kent". The signature is written in a cursive style with a large, stylized 'K' and 'M'.

**Kent Mitchell**

**KM:pc**

**Enclosure**

LAW OFFICES  
**Hudson, Martin, Ferrante & Street**  
EST. 1908

490 CALLE PRINCIPAL  
POST OFFICE BOX 112

**Monterey, California 93942**

TELEPHONE (831) 375-3151  
FAX (831) 375-0131  
HMFS@aol.com

CARMEL MARTIN, JR.  
PETER J. CONIGLIO  
GERALD B. DALTON  
MICHAEL A. ALBOV  
PETER R. WILLIAMS  
COLLEEN MARIE-CARMEL DALTON  
JOHN RICH CONIGLIO

OF COUNSEL  
JOHN F. MARTIN

FOUNDING PARTNERS  
W. G. HUDSON (1877-1954)  
CARMEL MARTIN (1879-1965)  
PETER J. FERRANTE (1903-1975)  
WEBSTER STREET (1899-1984)

September 30, 2004

*Certified Mail, Return Receipt Requested*

James Whitaker, Facility Manager  
E.C.O. Resources, Inc.  
San Simeon C.S.D.  
111 Pico Road  
San Simeon, CA 93452

**Re: San Simeon Acres Service Station Location  
9540 Castillo Drive, San Simeon, California  
Former Chevron Station Location**

Dear Mr. Whitaker:

I represent Kent Mitchell, the owner of the above referenced property.

On September 27, 1988 at the request of Mr. Mitchell and his then partner, Ray Berney (now deceased) I wrote the enclosed letter to the San Simeon Acres Service District regarding water service and sewer service accounts to be opened in the name of Mr. Mitchell and Mr. Berney effective September 30, 1988. That was the date on which the Chevron USA, Inc. lease terminated. Mr. Mitchell and Mr. Berney instructed me to deliver the deposit for water and sewer service to the San Simeon Acres Service District office and complete the necessary application. I did so by a personal visit to the office on September 27, 1988 or the day following.

I believe the location of the water meter was changed to accommodate the removal of the service station structures and the underground tanks and equipment by Chevron USA, Inc. Chevron continued to use water during the removal and clean-up process which extended for a number of years and, to some extent, continues to this date.


Mr. Mitchell was unable to use the premises for a number of years because of the Chevron USA, Inc. clean-up work. This work was just recently concluded.

James Whitaker, Facility Manager  
E.C.O. Resources, Inc.  
September 30, 2004  
Page 2

Should you have any questions or if I could be of any assistance to you, please let know.

Yours very truly,

HUDSON, MARTIN, FERRANTE & STREET

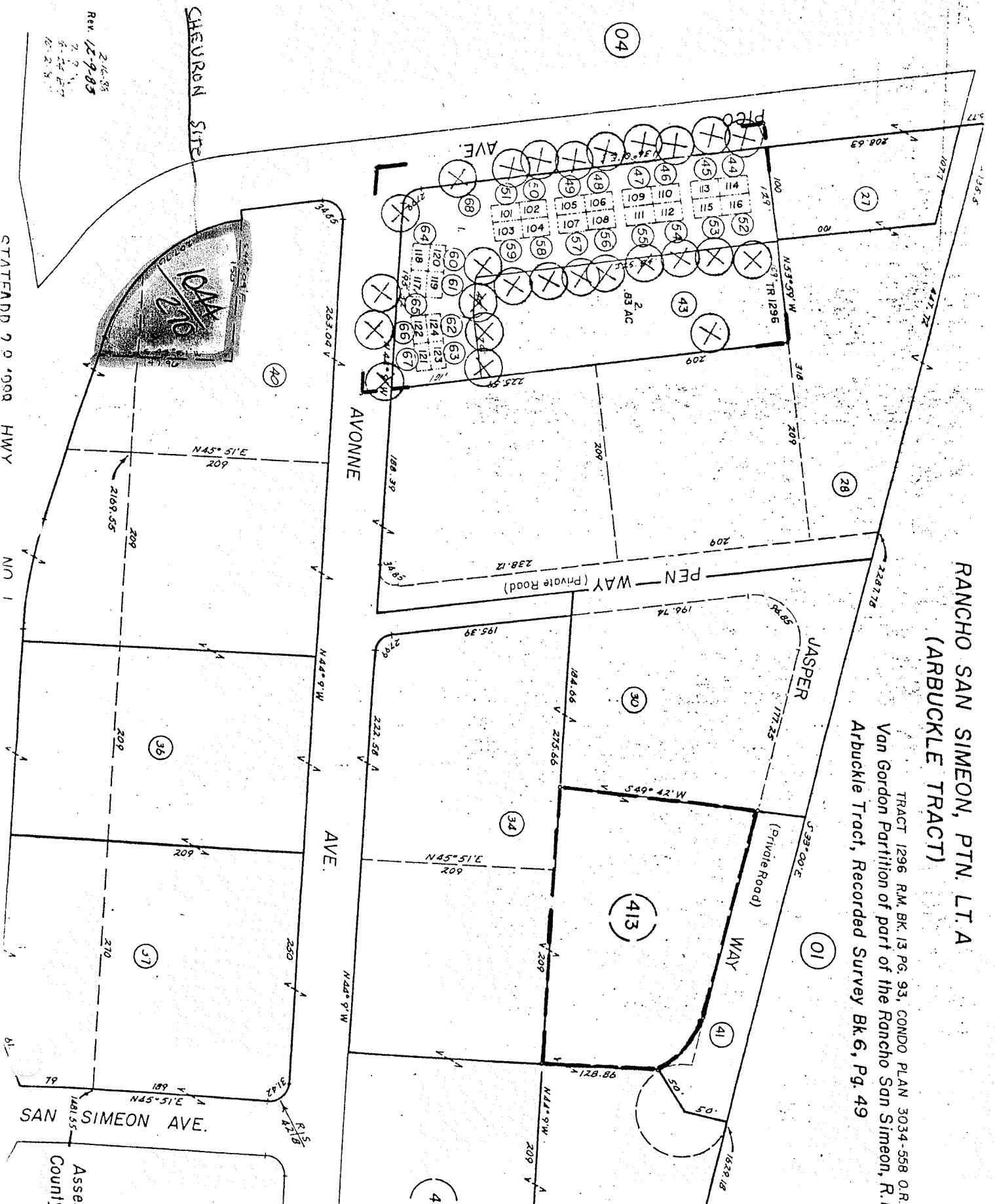
  
Gerald B. Dalton

GBD/mao  
Enclosures  
cc: Kent Mitchell

12-12-96

# RANCHO SAN SIMEON, PTN. LT. A (ARBUCKLE TRACT)

TRACT 1296, R.M. BK. 13, PG. 93, CONDO PLAN 3034-558 O.R.  
Van Gordon Partition of part of the Rancho San Simeon, R.A.  
Arbuckle Tract, Recorded Survey Bk 6, Pg. 49



Rev. 12-9-85  
2-4-85  
2-7-85  
6-24-87  
10-2-88

CHEVRON SITE

STATE RD 99 HWY

HWY 1

SAN SIMEON AVE.

Asses  
County



Recording Requested By and  
When Recorded Mail to:

CHEVRON U.S.A. INC.  
1300 BEACH BOULEVARD-BUILDING 4516  
P.O. BOX 2833  
LA HABRA, CALIFORNIA 90632-2833

2565  
6/27/1989  
NO DOCUMENTARY TRANSFER TAX DUE  
NO CONSIDERATION  
CHEVRON U.S.A. INC.  
*Shirley J. Williams*

DOC. NO. 42127  
OFFICIAL RECORDS  
SAN LUIS OBISPO CO., CA

JUN 27 1989

FRANCIS M. COONEY  
County Clerk-Recorder  
TIME 2:25 PM

CONFIRMATION OF EXPIRATION OF LEASE

The undersigned hereby confirm the expiration, on September 30, 1988, of that certain Lease dated August 24, 1959, by and between the undersigned, KENT MITCHELL and RAY BERNEY, Lessors and STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., predecessor of the undersigned, Lessee, an Indenture of which was recorded on January 25, 1960, in Volume 1044, Page 270, Official Records of San Luis Obispo County, State of California, which Lease referred to real property located in the County of San Luis Obispo, State of California, more particularly described in Exhibit A attached hereto and made a part hereof.

LESSORS:

*Kent Mitchell*  
KENT MITCHELL  
*Ray Berney*  
RAY BERNEY

LESSEE:

CHEVRON U.S.A. INC., a  
Pennsylvania corporation  
Successor by Merger to  
Chevron U.S.A. Inc.,  
a California corporation,  
Assignee of Standard  
Oil Company of California

By:

*Shirley J. Williams*  
ATTORNEY IN FACT

EXHIBIT A

That part of the portions of the Arbuckle Tract in the Rancho San Simeon in the County of San Luis Obispo described in the following three deeds:

1. Recorded May 2, 1958 in Volume 938 of Official Records, at page 534
2. Recorded September 3, 1958 in Volume 955 of Official Records, at page 528
3. Recorded August 9, 1957 in Volume 903 of Official Records, at page 67

all records of said County; said part described as follows:

Beginning at a point on the southeasterly line of the parcel of land described in the 3rd above said deed, distant thereon N. 45° 51' E., 105 feet from the most southerly corner of said parcel; thence N. 44° 09' W., 12.85 feet; thence, tangent to last described course, along a curve to the right with a radius of 500 feet through an angle of 14° 02' 10" for a distance of 122.49 feet; thence, N. 30° 06' 50" W., 189.66 feet, said point being, point of beginning; thence (1), N. 30° 06' 50" W., 16.79'; thence (2), tangent to last described course, along a curve to the right with a radius of 180 feet, through an angle of 66° 07' 50" for a distance of 207.76 feet; thence (3), S. 44° 09' E., 150 feet; thence (4), S. 45° 51' W., 147.96 feet to the point of beginning.

The above described parcel of land shall have no right or easement of access to the adjoining State highway, a freeway, but shall abut upon and have access, to a frontage road which will be connected to the said freeway only at such points as may be established by public authority.

2

LAW OFFICES

Hudson, Martin, Ferrante & Street

490 CALLE PRINCIPAL  
POST OFFICE BOX 112  
Monterey, California 93942  
TELEPHONE (408) 375-3151  
TELECOPIER (408) 375-0131

W. G. HUDSON (1877-1954)  
CARMEL MARTIN (1879-1965)  
PETER J. FERRANTE (1903-1975)  
WEBSTER STREET (1899-1984)  
JOHN F. MARTIN  
CARMEL MARTIN, JR.  
PETER J. CONIGLIO  
GERALD B. DALTON  
MICHAEL S. SOSNOWSKI  
MICHAEL A. ALBOV  
PETER R. WILLIAMS

September 27, 1988

San Simeon Acres Community  
Service District  
Route 1, Box S17  
San Simeon, California 93452

Hand delivered

Gentlemen:

Please be advised that we represent Kent Mitchell and Ray Berney. Mr. Mitchell and Mr. Berney own the real property on which the San Simeon Lodge and the adjacent Chevron Station are located.

As you may know, the Chevron USA, Inc. lease on the Chevron Station ends on September 30, 1988.

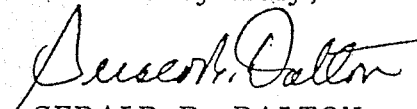
Mr. Mitchell and Mr. Berney request that the water service and sewer service accounts be transferred to their name effective September 30, 1988. We enclose herewith our check in the sum of \$50.00 which we understand is the regular deposit for water and sewer service.

Chevron USA, Inc. has arranged for removal of the service station and the underground tanks and equipment. It may be necessary to relocate the water meter. I will ask Chevron or its contractor to contact you so that the appropriate arrangements can be made to put the meter in a convenient location on the property.

Should you have any questions, please let me hear from you.

Thank you for your assistance with this matter.

Yours very truly,

  
GERALD B. DALTON

GBD/nm  
Enclosure

cc: Mr. Kent Mitchell  
Mr. Ray Berney  
Mr. Lloyd Johnson, Property Management Specialist  
Chevron USA, Inc., P. O. Box 2833, La Habra, CA. 90632-2833  
Re: SS#9-2565, Hwy. 1 and Pico, San Simeon, CA.

**KENT MITCHELL**  
**30 BONIFACIO PLAZA**  
**MONTEREY, CALIFORNIA 93940**  
**(831) 373-4467 – Extension 21**

August 10, 2004

Mr. James Whitaker  
Facility Manager  
ECO Resources, Inc.  
111 Pico Road  
San Simeon, California 93452

(805) 727-4778

Re: Land Assessment – Parcel # 013,091,073

Dear Mr. Whitaker:

Mr. Gil Steel, Broker Associate, requested I write you and give you a history of Parcel of Land Assessment Number 013,091,073 recorded November 19, 1953 in Book 734, Page 52 of Official Records – Address: 9540 Castillo Drive, San Simeon, California.

Chevron U.S.A., Inc. rented this site August 24, 1959. September 30, 1988 confirmation of the expiration of lease was received from Chevron, U.S.A., Inc. We were advised that seepage of fuel had occurred on the property and Basic Site Remediation was necessary.

Chevron advises that they now have a clean bill of health and the property is now level and should be considered developable.

I have maintained the water meter and have been paying for water since Chevron left. We hope to develop the site and would appreciate your opinion how to proceed.

It has been a pleasure working with the District and we hope to hear from you soon in order that we may proceed with Mr. Steel to develop the site.

Thank you for your assistance and courtesies in this matter.

Sincerely yours,

**KENT MITCHELL**  
**(831) 373-4467 – Extension 21**

KM:pc



**Chevron U.S.A. Inc.**

1300 South Beach Boulevard, Building 4516, La Habra, California • Phone (213) 694-7300  
Mail Address: P.O. Box 2833, La Habra, CA 90632-2833

Marketing Department

June 8, 1988

S. S. # 9-2565  
Highway #1 and Pico  
San Simeon, California

Mr. Kent Mitchell  
30 Bonifacio Plaza  
Monterey, California 93940

Dear Mr. Mitchell:

Reference is made to the leased service station location. It is our intention not to seek additional ground lease tenure upon our recently negotiated ninety day extension which as you are aware ends on September 30, 1988.

However, a recently completed preliminary soil assessment indicates some soil contamination around our existing storage tanks. The extent of contamination will not be known until after the September 30th expiration date and the tanks are actually removed before we determine what if any delays we might experience prior to delivering your property back to you. You can be assured I will keep you informed as to the status of the situation.

Very truly yours,

CHEVRON U.S.A. INC.

L. M. Johnson  
Property Management Specialist  
(213) 694-7445

LMJ/sh/1-11D

IN THE BOARD OF SUPERVISORS  
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

Mon day December 7, 1959

PRESENT: Supervisors Jesse E. Drake, Fred C. Kimball, Alton Lee,  
John Ruskovich, and Chairman M. Roland Gates

ABSENT: None

RESOLUTION RELATIVE TO A VARIANCE IN  
THE PROVISIONS OF ORDINANCE NO. 427

WHEREAS, The County Planning Commission of the County of San Luis Obispo, State of California, did, on the 25th day of November 1959, consider the application of Kent Mitchell for a Variance to allow a Service Station on that parcel of land in the Arbuckle Tract in the Rancho San Simeon bounded on the south by San Simeon Lodge, on the east by Avonne Avenue, on the north by Pico Avenue and on the west by Highway No. 1, San Luis Obispo County, California.

WHEREAS, Said Planning Commission, after considering the facts relating to said application, did recommend that this Board grant this said Variance to allow a Service Station on that parcel of land in the Arbuckle Tract in the Rancho San Simeon.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of San Luis Obispo, State of California, in a regular meeting assembled on the 7th day of December, 1959, does hereby grant the aforesaid Variance to allow a Service Station on that parcel of land in the Arbuckle Tract in the Rancho San Simeon bounded on the south by San Simeon Lodge, on the east by Avonne Avenue, on the north by Pico Avenue and on the west by Highway No. 1.

Regularly passed and adopted by the Board of Supervisors of the County of San Luis Obispo, State of California, on the 7th day of December, 1959, in a regular meeting of said Board by the following vote, to-wit:

AYES: Supervisors Drake, Kimball, Lee, Ruskovich, Chairman Gates  
NOES: None  
ABSENT: None

cc: Planning Commission (2)  
Buildings Department  
12-14-59 Dee

STATE OF CALIFORNIA, }  
County of San Luis Obispo, } ss.

I, A. E. MALLAGH, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of San Luis Obispo, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of said Board of Supervisors, affixed this 14th day of December, 1959.

(SEAL)

A. E. Mallagh  
County Clerk and Ex-Officio Clerk of the Board of Supervisors  
By Lillian L. Stewart  
Deputy Clerk.

RECEIVED  
IN THE BOARD OF SUPERVISORS

# District Staff Contact Numbers

## **General Manager – Tom O’Neill**

Office (805) 927-4778  
No. California Office (916) 353-0600  
Cell Phone (916) 719-6210  
E-Mail Address [toneill@ecoresources.com](mailto:toneill@ecoresources.com)

## **Facility Manager – Pat Guerre**

Office (805) 927-4778  
Cell Phone (805) 909-2235  
E-Mail Address [pguerre@ecoresources.com](mailto:pguerre@ecoresources.com)

## **Administrative Manager – Joann Hale**

Office (805) 927-4778  
Office Fax (805) 927-0399  
E-Mail Address [jhale@ecoresources.com](mailto:jhale@ecoresources.com)

## **Legal Counsel – Rob Schultz**

Office (805) 772-6568 805-550-3588  
Office Fax (805) 772-6572  
E-Mail Address [rschultz@morro-bay.ca.us](mailto:rschultz@morro-bay.ca.us)

## **Answering/Alarm Service**

(805) 546-3612  
Great Western Alarm  
After Hours and Emergency Calls





**UNITED STATES DEPARTMENT OF COMMERCE**  
**National Oceanic and Atmospheric Administration**  
**NATIONAL OCEAN SERVICE**

**Monterey Bay National Marine Sanctuary**  
299 Foam Street  
Monterey, California 93940

January 21, 2005

Board of Directors  
San Simeon Community Services District  
111 Pico Avenue  
San Simeon, California 93452

Dear Board Members:

On January 7, a 36-foot sailboat ran aground just north of Arroyo Laguna in the Monterey Bay National Marine Sanctuary. A dangerous rescue and tragic loss of life were associated with this wreck.

When vessel casualties occur, the first priority of emergency response is protection of human life. Once rescue operations are concluded, the response shifts to protection of property and the environment. The Monterey Bay National Marine Sanctuary works with multiple partners to assure that damaged vessels and all associated debris (including fuel, oil, and hazardous materials) are recovered from Sanctuary waters as soon as possible. Time is of the essence in any marine salvage operation to avoid higher costs and progressive environmental damage, and the combination of efforts by Cambria/San Simeon responders to the January 7 grounding produced a deliberate, timely, and organized salvage effort that deserves commendation.

Despite an ongoing severe winter storm, many local residents, from fire fighters to State Park Rangers to Marine Mammal Center volunteers, braved the weather and high seas to assist in removal of the damaged vessel which had come ashore on a beach, surrounded by Federally protected elephant seals. The sailboat had an estimated 50 gallons of diesel and other toxics aboard, in addition to entanglement hazards such as lines, shrouds, and sails.

After completing rescue and recovery operations, members of the North Coast Ocean Rescue Team spent hours collecting potential entanglement debris and toxics from the wreck site. These self-initiated efforts expedited removal of some of the most hazardous threats to marine wildlife. Local volunteers for the Marine Mammal Center responded on very short notice to a request by the Sanctuary to monitor the site and prevent any mutually harmful interactions between large sub-adult elephant seals and responders. State Park Rangers provided site security, helped coordinate salvage efforts, and assisted with traffic control along Highway One. The Department of Fish and Game helped oversee salvage efforts and ensure site safety for all responders on scene. The Hearst Corporation was very cooperative in facilitating access to the wreck site across its property and provided work crews to dismantle and reassemble fences to aid salvage. The California Highway Patrol provided a critical traffic control function to safeguard the

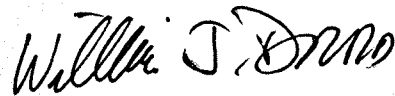


work area. The San Luis Obispo County Sheriff's Department helped Sanctuary staff to quickly identify the vessel insurer, which expedited salvage efforts. And Windsor Construction responded efficiently and competently to an urgent request for equipment and operational expertise to help remove the vessel from the shoreline.

The prompt and complete removal of this vessel and its hazards was a direct result of the cooperation and motivation of many dedicated members of your community. We wish to commend the spirit of teamwork that these individuals exhibited in removing the vessel without injury to responders or the elephant seals in close proximity to the work. With this local assistance, the site was restored to a natural appearance within three days and collateral harm to the marine environment from the wreck and salvage operation was significantly minimized.

We would therefore like to thank the residents and leadership of Cambria and San Simeon for their assistance in this salvage effort and for your continuing partnerships with the Monterey Bay National Marine Sanctuary.

Sincerely,

A handwritten signature in black ink, appearing to read "William J. Douros". The signature is written in a cursive, slightly slanted style.

WILLIAM J. DOUROS  
Superintendent

2.9.08 Reg Board Mtg SSCON  
- Rob suggest that the super report states water/WW quality Oct Report

- Bring back <sup>to Board</sup> total price on on Generation equipment, permits, installation.

- Copies of correspondence to outside agencies to board & legal counsel

- Look into test on Avonne

760

240-2/12

Engineer n d d d d Approval by Board &

File

- Motion  
12-8 m.  
all c

Under 2.9.05  
Board Mtg

o Approve  
Lorraine

to Approve  
Jan Mrs.

All

~~Motion~~  
Ketch

Notes

motion by  
the changes

All

Warrants ↗

Dr. note 99 motioned by Lorraine  
2<sup>nd</sup> by Ketch

History of water use at 9540  
Castillo Dr