

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



**REGULAR BOARD MEETING  
PACKET  
March 8, 2022  
Meeting Start Time 5:00 pm**

**Virtual Board Meeting via Zoom Webinar**

**Prepared by:**



**GRACE**  
ENVIRONMENTAL SERVICES

**AGENDA**  
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS REGULAR BOARD MEETING**  
**Tuesday, March 8, 2022**  
**5:00 pm**

Pursuant to San Simeon CSD Resolution 22-441 and in compliance with AB 361 this meeting shall occur as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**Join Zoom for Regular Board Session:**

<https://us02web.zoom.us/j/87307810050>

**Or One tap mobile:**

**US: +16699009128, 87307810050#**

**Or Telephone:**

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

**US: +1 669 900 9128**

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

**Webinar ID: 873 0781 0050**

**NOTE:** On the day of the meeting, the virtual meeting room will be open 30 minutes prior to the meeting start time. If you wish to submit public comment in the written format you can email Cortney Murguia at [admin@sansimeoncsd.org](mailto:admin@sansimeoncsd.org). Members of the public can also contact the District office at (805) 927-4778 or (805) 400-7399 with any questions or concerns related to this agenda or accessing the meeting.

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

- A. Roll Call
- B. Reportable Action from 4:00 PM Closed Session

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

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

**3. SPECIAL PRESENTATIONS AND REPORTS:**

**A. STAFF REPORTS:**

- i. **Sheriff's Report** – Report for February.

- ii. **CHP Report** – Report for February.
- iii. **Superintendent’s Report** – Summary of February Activities.
- iv. **General Manager’s Report** – Summary of February Activities.
- v. **District Financial Summary** – Summary of February Financials.
- vi. **District Counsel’s Report** – Summary of February Activities.
- vii. **Board Member Report** – Report on planting of tree within the District Boundary.

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

- i. **Status Update** – Parking on District Streets
- ii. **Status Update** – Coastal Hazard Response Plan (CHRP)
- iii. **Status Update** – Budget Committee
- iv. **Status Update** – Water Committee

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

**4. CONSENT AGENDA ITEMS:**

**Public Comment** – This public comment period provides an opportunity for members of the public to address the Board on matters discussed during Agenda Item #4 Consent Agenda Items. If a member of the public wishes to speak at this time, Public Comment is limited to three (3) minutes.

- A. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON FEBRUARY 8, 2022.**
- B. REVIEW AND APPROVAL OF MINUTES FOR THE 6PM SPECIAL MEETING ON JANUARY 31, 2022.**
- C. REVIEW AND APPROVAL OF MINUTES FOR THE 4PM SPECIAL MEETING ON FEBRUARY 8, 2022.**
- D. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- E. ADOPTION OF RESOLUTION 22-442 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**

**5. HEARING ITEMS:**

- A. PUBLIC HEARING TO RECEIVE PUBLIC INPUT REGARDING THE VOTING AREAS SCENARIOS FOR DISTRICT BASED ELECTION SYSTEM - FIRST MEETING ON DRAFT MAPS.**

**6. BUSINESS ACTION ITEMS:**

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

**A. DISCUSSION, REVIEW AND APPROVAL OF THE OUTLINE FOR THE COASTAL HAZARD RESPONSE PLAN.**

**B. DISCUSSION, REVIEW AND APPROVAL OF A TEMPORARY CONTRACT WITH OLIVEIRA ENVIRONMENTAL CONSULTING TO PERFORM GENERAL SERVICES NOT TO EXCEED THE AMOUNT OF \$10,000.00.**

**C. DISCUSSION AND DIRECTION REGARDING THE CREATION OF A DISTRICT ORDINANCE TO ADDRESS CAMPING ON DISTRICT OWNED STREETS WITHIN SAN SIMEON.**

**D. APPROVAL OF HARBOR OFFSHORE INC., TO PERFORM AN INSPECTION OF THE RESERVOIR NOT TO EXCEED THE AMOUNT OF \$4,900.00.**

**E. CONSIDERATION AND APPROVAL OF INDEMNIFICATION FOR GRACE ENVIRONMENTAL, LLC (“GES”) COSTS INCURRED IN FPPC INVESTIGATION.**

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

**8. ADJOURNMENT** –

All staff reports or other written documentation, including any supplemental material distributed to a majority of the Board within 72 hours of a regular meeting, relating to each item of business on the agenda are available for public inspection during regular business hours in the District office, 111 Pico Avenue, San Simeon. If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. To make a request for a disability-related modification or accommodation, contact the District Administrator at 805-927-4778 as soon as possible and at least 48 hours prior to the meeting date. This agenda was prepared and posted pursuant to Government Code Section 54954.2.



**3.A.iii Special Presentations and Reports:  
Superintendent Reports  
Jerry Copeland**



## **SUPERINTENDENT'S REPORT**

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### **Item 3.A.ii**

Prepared by: Jerry Copeland

#### **1. Wastewater Treatment Plant**

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

#### **2. Water Treatment and Distribution System**

- Routine sampling, testing, and reporting was performed as required by the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW).
- The monthly report was submitted to the (SWRCB), (DDW).
- Filter Operations continue for the season.
- Monthly water meter reading was performed.

#### **3. District and Equipment Maintenance**

- Staff continues with the scheduled preventive maintenance for the equipment at the facilities.
- Patch welding repairs were made to the pipe bridge and coating is in progress.
- Repairs were made to the Pico Stairs beach access.

## San Simeon Community Services District

## Superintendent's Report

February 2022

## MONTHLY DATA REPORT

Date	Day	Wastewater Influent Daily Flow	Wastewater Effluent Daily Flow	Well 1 Total Daily Produced	Well 2 Total Daily Produced	Total Daily Water Produced	R.O. Daily Influent Flow	R.O. Daily Effluent Flow	R.O. Daily Brine Flow	Distribution Chloride	Chloride Wells 1 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
02/01/22	Tuesday	45,425	49,750	42,187	3,216	45,404	0	0	0	-	-	0	9.8	9.6	0.00	909
02/02/22	Wednesday	42,500	47,430	2,020	48,545	50,565	0	0	0	-	-	0	9.8	9.4	0.00	896
02/03/22	Thursday	54,509	57,820	53,033	823	53,856	0	0	0	-	-	0	9.8	9.3	0.00	1,609
02/04/22	Friday	30,548	34,820	34,632	21,318	55,950	0	0	0	-	-	0	9.8	9.3	0.00	164
02/05/22	Saturday	56,343	62,500	11,145	31,566	42,711	0	0	0	32	-	0	9.8	9.4	0.00	2,849
02/06/22	Sunday	31,008	33,700	74,276	7,330	81,607	0	0	0	-	37	0	9.8	9.4	0.00	1,061
02/07/22	Monday	65,971	71,660	4,338	40,916	45,254	0	0	0	-	-	0	9.8	9.4	0.00	1,379
02/08/22	Tuesday	32,858	24,590	47,797	0	47,797	0	0	0	-	-	0	9.8	9.6	0.00	366
02/09/22	Wednesday	31,878	37,628	43,608	8,527	52,136	0	0	0	-	-	0	9.8	9.6	0.00	1,519
02/10/22	Thursday	51,243	51,240	9,724	36,652	46,376	0	0	0	-	-	0	9.8	9.7	0.00	1,056
02/11/22	Friday	44,983	48,870	39,270	0	39,270	0	0	0	-	-	0	9.8	9.6	0.24	626
02/12/22	Saturday	48,930	52,680	0	65,375	65,375	0	0	0	-	-	0	9.8	9.5	0.00	1,205
02/13/22	Sunday	53,419	58,710	77,642	4,712	82,355	0	0	0	-	-	0	9.9	9.4	0.00	1,291
02/14/22	Monday	49,093	51,770	0	37,699	37,699	0	0	0	-	-	0	10.1	9.6	0.00	678
02/15/22	Tuesday	46,616	50,730	63,281	0	63,281	0	0	0	-	-	0	9.8	9.6	0.00	619
02/16/22	Wednesday	42,641	46,530	0	53,407	53,407	0	0	0	-	-	0	9.8	9.5	0.00	1,506
02/17/22	Thursday	46,935	50,540	49,966	0	49,966	0	0	0	35	42	0	9.8	9.3	0.00	3,137
02/18/22	Friday	42,277	47,330	0	53,706	53,706	0	0	0	-	-	0	9.8	9.4	0.00	693
02/19/22	Saturday	55,922	61,350	70,910	0	70,910	0	0	0	-	-	0	9.8	9.4	0.00	685
02/20/22	Sunday	75,948	81,280	14,661	66,722	81,382	0	0	0	-	-	0	9.8	9.4	0.00	1,324
02/21/22	Monday	66,421	70,100	77,867	0	77,867	0	0	0	-	-	0	9.9	9.5	0.00	1,583
02/22/22	Tuesday	46,584	48,460	4,712	66,722	71,434	0	0	0	-	-	0	9.9	9.6	0.00	1,849
02/23/22	Wednesday	56,103	58,530	50,116	13,165	63,281	0	0	0	35	-	0	9.9	9.5	0.00	637
02/24/22	Thursday	54,577	56,050	43,908	14,736	58,643	0	0	0	-	32	<30	9.9	9.4	0.00	1,317
02/25/22	Friday	43,463	56,230	18,401	42,935	61,336	0	0	0	-	-	0	9.9	9.5	0.00	953
02/26/22	Saturday	61,283	66,580	59,167	17,354	76,520	0	0	0	-	-	0	9.9	9.4	0.00	1,146
02/27/22	Sunday	62,332	64,680	0	71,284	71,284	0	0	0	-	-	0	9.9	9.4	0.00	1,615
02/28/22	Monday	50,139	57,210	0	55,427	55,427	0	0	0	-	-	0	9.8	9.4	0.00	670
<b>TOTALS</b>		<b>1,389,949</b>	<b>1,498,768</b>	<b>892,663</b>	<b>762,137</b>	<b>1,654,800</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>			<b>0.24</b>	<b>33,342</b>
Average		<b>49,641</b>	<b>53,527</b>	<b>31,881</b>	<b>27,219</b>	<b>59,100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>37</b>	<b>&lt;30</b>	<b>9.8</b>	<b>9.5</b>	<b>0.01</b>	<b>1,191</b>
Minimum		<b>30,548</b>	<b>24,590</b>	<b>0</b>	<b>0</b>	<b>37,699</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>32</b>	<b>32</b>	<b>&lt;30</b>	<b>9.8</b>	<b>9.3</b>	<b>0.00</b>	<b>164</b>
Maximum		<b>75,948</b>	<b>81,280</b>	<b>77,867</b>	<b>71,284</b>	<b>82,355</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>35</b>	<b>42</b>	<b>&lt;30</b>	<b>10.1</b>	<b>9.7</b>	<b>0.24</b>	<b>3,137</b>

**DATA SUMMARY SHEET**

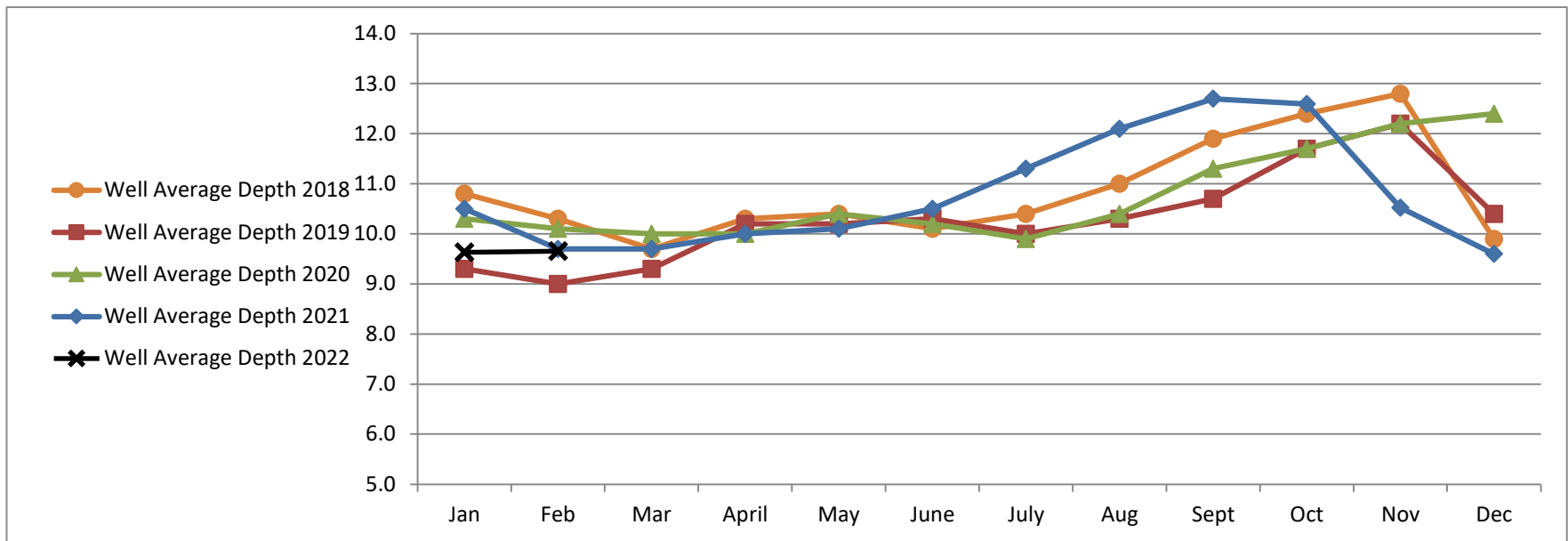
<b>2022</b>													
	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Total for 2022
Wastewater Influent	1,571,222	1,389,949											2,961,171
Wastewater Final Effluent (Month Cycle)	1,649,170	1,498,768											3,147,938
Adjusted Wastewater Influent (- State Flow)	1,522,839	1,356,607											2,879,446
Water Produced (month cycle)	1,683,299	1,654,800											3,338,100
Sewer Influent/Water Produced Ratio	0.93	0.84											N/A
Adjusted Sewer/Water Produced Ratio	0.91	0.82											N/A
Well 1 Water Production	798,864	892,663											1,691,527
Well 2 Water Production	884,435	762,137											1,646,572
Total Well Production	1,683,299	1,654,800											3,338,100
Water Well 1 Avg Depth to Water	9.8	9.8											N/A
Water Well 2 Avg Depth to Water	9.4	9.5											N/A
Average Depth to Water of Both Wells	9.6	9.7											N/A
Change in Average Depth to Water from 2021	-0.9	0.0											N/A
Average Chloride mg/L at the Wells	<30	36											N/A
State Wastewater Treated	48,383	33,342											81,725
State % of Total WW Flow	3%	2%											N/A
Recycled Water Sold (Gallons)	0	0											0
Biosolids Removal (Gallons)	0	4,500											4,500
<b>WW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>	<b>0</b>										<b>0</b>
<b>RW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>	<b>0</b>										<b>0</b>
<b>Constituent Exceeded</b>	<b>None</b>	<b>None</b>	<b>None</b>										<b>N/A</b>
<b>Sample Limit</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>										<b>N/A</b>
<b>Sample Result</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>										<b>N/A</b>
<b>2021</b>													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total for 2021
Wastewater Influent	2,399,103	1,705,622	1,820,175	1,763,875	1,619,717	1,901,547	2,158,434	1,943,680	1,675,426	1,703,610	1,507,913	2,546,220	22,745,322
Wastewater Final Effluent (Month Cycle)	2,546,130	1,747,000	1,874,290	1,827,000	1,826,280	2,057,550	2,281,620	1,997,150	1,837,180	1,801,220	1,613,060	2,699,710	24,108,190
Adjusted Wastewater Influent(- State Flow) *	2,148,485	1,645,420	1,765,245	1,705,967	1,552,211	1,825,611	2,078,540	1,854,274	1,603,573	1,644,544	1,471,062	2,368,128	21,663,060
Water Produced (month cycle)	1,851,150	1,682,402	1,907,250	2,114,147	2,080,786	2,385,297	2,699,083	2,171,145	2,100,384	1,955,870	1,743,588	1,887,877	24,578,981
Sewer Influent/Water Produced Ratio	1.30	1.05	0.95	0.83	0.78	0.80	0.88	0.92	0.80	0.87	0.87	1.35	N/A
Adjusted Sewer/Water Ratio	1.16	0.95	0.93	0.81	0.75	0.77	0.85	0.90	0.78	0.84	0.84	1.25	N/A
Average Depth of Both Wells	10.5	9.7	9.7	10.0	10.1	10.5	9.9	10.4	11.3	12.7	10.6	9.7	N/A
Change in Average Depth to Water from 2020	-0.2	0.4	0.3	0.0	0.3	-0.3	0.0	0.0	0.0	-0.5	2.2	2.8	N/A
Average Chloride mg/L at the Wells	352	169	77	41	31	30	-	-	-	<30	41	37	N/A
State Wastewater Treated	250,618	60,202	125,914	57,908	67,506	75,936	79,894	89,406	71,853	59,066	36,851	178,092	1,153,246
State % of Total WW Flow	10%	4%	7%	3%	4%	4%	4%	5%	4%	3%	2%	7%	4.82%
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	0	4,500	0	4,500	9,000	4,500	9,000	0	4,500	22,500	0	0	58,500
<b>WW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>RW Permit Limitation Exceeded</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>N/A</b>
<b>Constituent Exceeded</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>None</b>	<b>N/A</b>
<b>Sample Limit</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Sample Result</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

**San Simeon Community Services District**

**Superintendent's Report**

**February 2022**

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Well Average Depth 2018</b>	10.8	10.3	9.7	10.3	10.4	10.1	10.4	11.0	11.9	12.4	12.8	9.9
<b>Well Average Depth 2019</b>	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
<b>Well Average Depth 2020</b>	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3	11.7	12.2	12.4
<b>Well Average Depth 2021</b>	10.5	9.7	9.7	10.0	10.1	10.5	11.3	12.1	12.7	12.6	10.5	9.6
<b>Well Average Depth 2022</b>	9.6	9.7										



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



## GENERAL MANAGER'S REPORT

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### Item 3.A.iii

**GES Staff Activity** – Report on staff activities for the month of February 2022. Regular activities performed by staff include:

Processing of utility payments, customer service duties, answering phone calls, mailing of the regular monthly utility bills. Prepared and distributed the agenda and Board packet for a regular Board and one (1) special Board meeting.

GES Staff also attended to the following items:

- Responded to nine (9) public records requests.

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### Update on District Grants:

**OPC Grant** – No update.

**LCP Grant** – Completed the quarterly report & started the process for invoice reimbursement.

**Prop 1 Grant** – Attended the County RWMG prop 1 round 2 meeting.

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### Update on District Projects:

**Update on Coastal Hazard Response Plan (CHRP)** – This item is on the regular meeting agenda.

**Update on the Instream Flow Management Plan** – This item is on the regular meeting agenda.

**Update on the Urban Water Management** – Akel Engineering will be presenting the draft final version of the update to the Urban Water Management Plan during the March 15, 2022 Special Board Meeting.

**Update on the Rate Study** – In progress. Additional data has been provided to RCAC and progress continues being made on the ongoing Rate Study. Once the Rate Study has been completed this item will be brought to the Board and community for feedback.

**Update on the Hearst Encroachment Agreement** – In progress.

**Update on the Water Tank Project Update** – No update.

**Update on Repair of Pico Avenue Beach Access (Top Step)** – On Friday February 25, 2022 the void under the first flight of stairs was filled and the hole in the top step was repaired. The entrances to the beach were reopened as of Monday February 28, 2022.

**Update on Repair of Pico Avenue Beach Access (Bottom of Stairs)** –

**Update on Repairs to the Pipe Bridge** – Plate patches were installed; a vertical support and a cross beam were replaced. Coating of the plate patches and replaced supports is in progress.

**Update on Replacement to the Pipe Bridge** – GES Staff will be working with Oliveira Consulting to prepare a request for proposal (RFP) for project management, design, bid phase services, construction management to replace the pipe bridge.

**Update on the Ocean Outfall Pipeline Repair** – A request for RFP was finalized and distributed to five (5) contractors on February 24, 2022. The RFP can be found on the District's website. This item will tentatively be placed on the May meeting agenda.

**Update on Grant Writing Services** – GES staff and legal counsel are currently preparing an RFP for grant writing services on behalf of the District.

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**Update on Steps for lifting Moratorium (presented at the October 2020 Board meeting).**

**Steps for Removal of Water Service Moratorium**

1. ~~Compile water usage data for the existing users to determine water quantity availability and determine Aquifer Safe Sustainable Water Yield. (Completed 3/2022)~~
2. ~~Present Analysis of water availability compared to waitlist demand. (Completed 3/2022)~~
3. ~~Address water quality issues install Reverse Osmosis System (Completed).~~
4. Contact persons on the water waitlist regarding continues plans to develop. (Determining if this is a necessary step)
5. Development of Instream Flow Management Plan (IFMP) and Program to Accommodate Affordable Housing (North Coast Plan) (In progress – estimated completion 12/2022)
6. Conduct an Environmental review and analysis California Environmental Quality Act (CEQA). (UWMP and IFMP may satisfy CEQA)
7. ~~Conduct a Source Capacity Planning Study required by the State Water Resources Control Board, Division of Drinking Water.~~
8. ~~Review and (potentially) modify the District's Ordinance 117 regarding water conservation.~~
9. Develop process for reviewing and processing requests for will-serve letters.
10. Administrative Process to Repeal District Ordinance 102 – Water Connection Moratorium.
11. Implement system of periodic review of water availability (Water Master similar to other basins)



**3.A.iv Special Presentations and Reports:  
District Financial Summary  
Cortney Murguia**

# SAN SIMEON COMMUNITY SERVICES DISTRICT



## 3.A.iv FINANCIAL SUMMARY

### Billing February 28, 2022

January Billing Revenue	\$	62,687.50
February Billing Revenue	\$	76,898.97
Past Due (60+ days)	\$	10,854.41

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### ENDING BANK BALANCES

February 28, 2022

#### PACIFIC PREMIER BANK:

Money Market Account Closing Balance January 31, 2022	\$	1,226,031.16
Interest for January	\$	28.22
Money Market Account Closing Balance February 28, 2022	\$	1,226,059.38
Reserve Fund		(250,000.00)
Wait-list Deposits		(80,098.60)
Customer Deposits		(8,400.00)
<b>Available Funds</b>	<b>\$</b>	<b>887,560.78</b>
<b>General Checking Account February 28, 2022</b>	<b>\$</b>	<b>49,426.64</b>
<b>LAIF Closing Balance February 28, 2022</b>	<b>\$</b>	<b>561.62</b>
<b>Interest Money Market Account 2019</b>	<b>\$</b>	<b>22,529.11</b>
<b>Interest Money Market Account 2020</b>	<b>\$</b>	<b>12,206.44</b>
<b>Interest Money Market Account 2021</b>	<b>\$</b>	<b>1,104.91</b>
<b>Interest Money Market Account 2022</b>	<b>\$</b>	<b>58.00</b>

**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Balance Sheet**  
As of February 28, 2022

	Feb 28, 22
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1010 · Petty cash	150.00
1015 · Pac Prem Ckg-6603	49,396.04
1017 · Money Market PPBI	
1017a · Pacific Premier-Money Market	1,221,031.16
1017b · USDA short lived asset fund	5,000.00
1017 · Money Market PPBI - Other	28.22
<b>Total 1017 · Money Market PPBI</b>	1,226,059.38
1050 · LAIF - non-restricted cash	560.96
<b>Total Checking/Savings</b>	1,276,166.38
<b>Other Current Assets</b>	
1200 · Accounts receivable	103,628.28
1300 · Prepaid insurance expense	3,931.11
<b>Total Other Current Assets</b>	107,559.39
<b>Total Current Assets</b>	1,383,725.77
<b>Fixed Assets</b>	
1400 · Fixed assets	
1420 · Building and structures	279,580.67
1500 · Equipment	12,689.93
1560 · Pipe bridge	29,497.00
1580 · Sewer plant	869,352.16
1590 · Sewer plant equipment	12,468.83
1600 · Water system	235,615.43
1620 · WWTP expansion	299,565.92
1630 · Tertiary Project	568,063.00
1640 · Wellhead Rehab Project	448,253.95
1650 · Walkway access projects	26,791.00
1660 · RO Unit	948,021.38
1680 · Generator	18,291.00
<b>Total 1400 · Fixed assets</b>	3,748,190.27
1450 · Construction in Progress	
1670 · Reservoir / Water Tanks	287,693.56
<b>Total 1450 · Construction in Progress</b>	287,693.56
1690 · Accumulated depreciation	(1,601,855.18)
<b>Total Fixed Assets</b>	2,434,028.65
<b>TOTAL ASSETS</b>	<b>3,817,754.42</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
2100 · Payroll liabilities	(15.30)
2500 · Customer security deposits	8,450.00
2510 · Connect hookup wait list	80,098.60
<b>Total Other Current Liabilities</b>	88,533.30
<b>Total Current Liabilities</b>	88,533.30

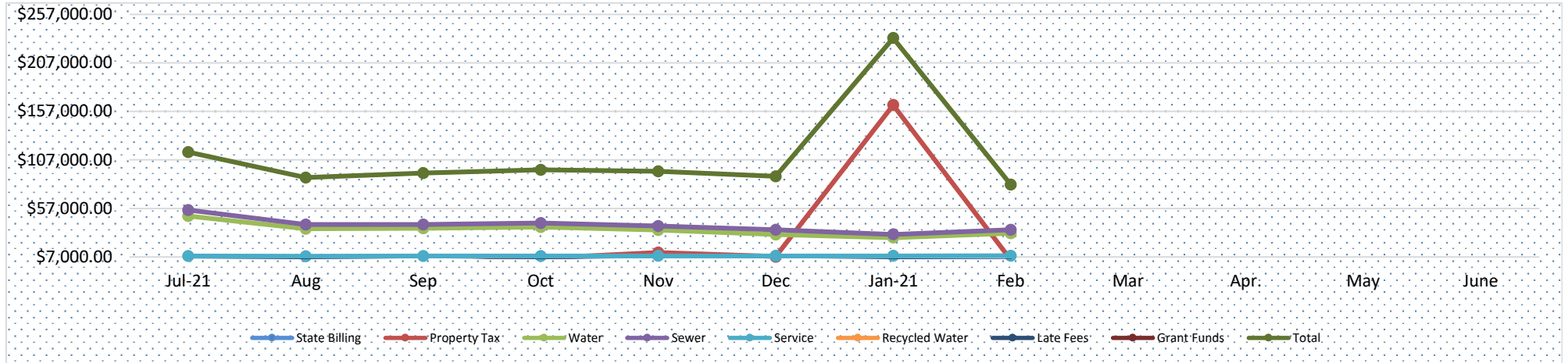
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Balance Sheet**  
As of February 28, 2022

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	Feb 28, 22
<b>Long Term Liabilities</b>	
2520 · USDA Loan Principal Bal	434,352.98
<b>Total Long Term Liabilities</b>	434,352.98
<b>Total Liabilities</b>	522,886.28
<b>Equity</b>	
3200 · Fund balance	(143,282.78)
3201 · Net Investment in Capital Asset	2,061,612.00
3204 · Board Assigned for Water CIP	155,505.10
3205 · Board Assigned for WW CIP	155,784.69
3206 · Board Assigned for General CIP	43,295.03
3207 · BOD committed for Oper Reserves	250,000.00
3209 · Waitlist and Security Deposits	88,798.60
3211 · Restricted for USDA loan	20,690.00
3220 · Unrestricted-Undesignatd Equity	581,926.56
3900 · Suspense	(18,035.30)
Net Income	98,574.24
<b>Total Equity</b>	3,294,868.14
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>3,817,754.42</b>

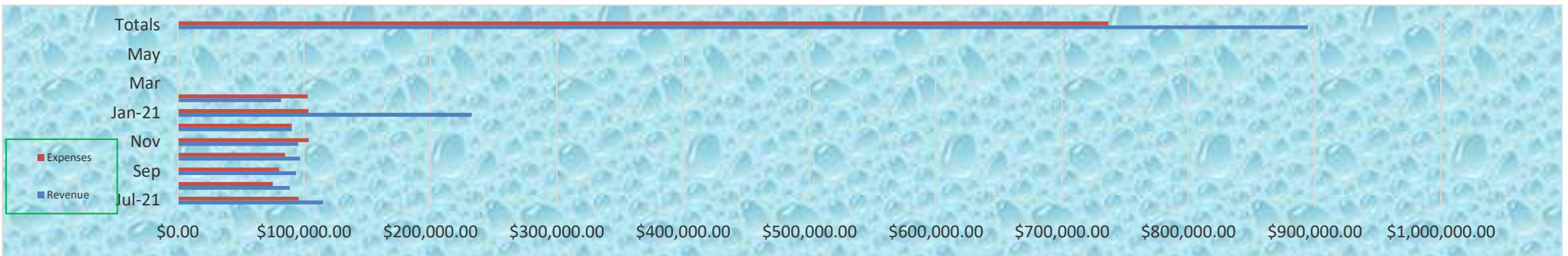
### DISTRICT REVENUE FY 2021/2022

	Jul-21	Aug	Sep	Oct	Nov	Dec	Jan-21	Feb	Mar	Apr.	May	June	Totals
State Billing			\$6,340.85			\$7,273.93							\$13,614.78
Property Tax	\$115.78	\$1,381.14	\$10.01	\$5,809.34	\$11,583.42	\$7,622.03	\$163,743.57	\$4,095.69					\$194,360.98
Water	\$49,269.78	\$36,018.10	\$36,656.78	\$37,820.36	\$34,769.42	\$30,061.95	\$27,060.11	\$31,533.31					\$283,189.81
Sewer	\$55,516.22	\$40,331.83	\$40,336.81	\$42,047.97	\$38,874.20	\$35,068.70	\$30,298.87	\$35,079.28					\$317,553.88
Service	\$7,910.24	\$7,834.18	\$7,977.48	\$8,080.85	\$8,272.49	\$8,272.49	\$8,272.49	\$8,232.71					\$64,852.93
Recycled Water													\$0.00
Late Fees	\$2,349.85	\$3,168.75	\$2,222.38	\$3,159.93	\$1,854.16	\$1,966.24	\$3,291.71	\$2,803.97					\$20,816.99
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					\$0.00
<b>Total</b>	<b>\$115,161.87</b>	<b>\$88,734.00</b>	<b>\$93,544.31</b>	<b>\$96,918.45</b>	<b>\$95,353.69</b>	<b>\$90,265.34</b>	<b>\$232,666.75</b>	<b>\$81,744.96</b>					<b>\$894,389.37</b>
Water Sold Cu Ft	357524	261467	253458	262346	241618	210787	189269	219034					1995503
Water Sold Acre ft	8.21	6.00	5.82	6.02	5.55	4.84	4.35	5.03					45.81



### REVENUE VS EXPENSES

	Jul-21	Aug	Sep	Oct	Nov	Dec	Jan-21	Feb	Mar	Apr.	May	June	Totals
<b>Revenue</b>	<b>\$115,161.87</b>	<b>\$88,734.00</b>	<b>\$93,544.31</b>	<b>\$96,918.45</b>	<b>\$95,353.69</b>	<b>\$90,265.34</b>	<b>\$232,666.75</b>	<b>\$81,744.96</b>					<b>\$894,389.37</b>
<b>Expenses</b>	<b>\$95,803.89</b>	<b>\$75,209.49</b>	<b>\$80,233.53</b>	<b>\$84,995.77</b>	<b>\$103,695.19</b>	<b>\$90,282.75</b>	<b>\$103,403.23</b>	<b>\$102,972.34</b>					<b>\$736,596.19</b>
<b>Balance</b>	<b>\$19,357.98</b>	<b>\$13,524.51</b>	<b>\$13,310.78</b>	<b>\$11,922.68</b>	<b>(\$8,341.50)</b>	<b>(\$17.41)</b>	<b>\$129,263.52</b>	<b>(\$21,227.38)</b>					<b>\$157,793.18</b>



**SAN SIMEON COMMUNITY SERVICES  
HISTORICAL FISCAL REVIEW**

**FY 2018/2019**

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

**FY 2019/2020**

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

**FY 2020/2021**

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

### **3.B.iv AD-Hoc & Standing Committee Reports:**



## **AD-HOC & STANDING COMMITTEE REPORTS**

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List of Committee Members:

**i. Parking on District Streets Committee Members:**

Director de la Rosa and Vice-Chairperson Giacoletti.

**ii. Coastal Hazards Response Plan (CHRP) Committee Members:**

Director de la Rosa and Chairperson Kellas.

**iii. Budget Committee Members:**

Michael Hanchett, Miguel Sandoval, Luz Hernandez,

**iv. Water Committee Members:**

Michael Hanchett, Director Daniel de la Rosa, Chuck Grash, Albert Barretto



**4.A. Consent Agenda Items:  
Approval of February 8, 2022 Regular Meeting Minutes**

**MEETING MINUTES**  
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS REGULAR BOARD MEETING**  
**Tuesday, February 8, 2022**  
**5:00 pm**

Pursuant to San Simeon CSD Resolution 22-439 and incompliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. REGULAR SESSION @ 5:01 PM -**

- A.** Chairperson Kellas – Present  
Vice-Chairperson Giacoletti – Present  
Director de la Rosa – Present  
Director Donahue – Present  
Director Reinstein - Absent

- B. Report from 4:00 PM Closed Session** – Letters will be sent to the complainants.  
(1:38) Director Donahue stated that he had not attended the closed session discussion regarding the Ron Hurlbert matter.

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

Public Comment –  
None

**3. SPECIAL PRESENTATIONS AND REPORTS:**

**A. STAFF REPORTS:**

- i. Sheriff’s Report** – (2:20) Commander MacDonald provided the report for January. Directors de la Rosa and Donahue had a discussion with the Commander related to his report.

Public Comment –  
(10:30) Henry Krzciuk commented.

- ii. CHP Report** – None.
- iii. Superintendent’s Report** – (12:48) Jerry Copeland provided a summary of January activities.
- iv. General Manager’s Report** – (13:50) Charlie Grace provided a summary of January activities.
- v. District Financial Summary** – (16:55) Charlie Grace provided a summary of the January financials.
- vi. District Counsel’s Report** – (19:25) Jeffrey Minnery provided a summary of January activities.
- vii. Board Member Report** – None.

(20:25) Director Donahue inquired about the Hearst Encroachment. Vice-Chairperson Giacoletti commented on the District financials.

**4. CONSENT AGENDA ITEMS:**

- A. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON JANUARY 11, 2022.**
- B. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON JANUARY 11, 2022.**
- C. REVIEW AND APPROVAL OF MINUTES FOR THE 5PM SPECIAL MEETING ON JANUARY 31, 2022.**
- D. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- E. ADOPTION OF RESOLUTION 22-441 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**

(26:30) Director Donahue and Jeff Minnery discussed Resolution 22-441.

Public Comment on Items #3 and #4 – None.

(27:25) Chairperson Kellas called for Julie Tacker to speak.

(28:12) A motion was made to approve items A-E of the consent agenda.

Motion: Chairperson Kellas

2nd: Vice-Chairperson Giacoletti

Vote: 4/0

Absent: 1 - Reinstein

Roll Call: Kellas: Yes      Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes

## **5. PUBLIC HEARING:**

### **A. CONSIDERATION OF INPUT FROM THE COMMUNITY REGARDING THE VOTING AREAS SCENARIOS FOR A DISTRICT BASED ELECTION SYSTEM. (29:35)**

(31:10) Josh Chism from Cooperative Strategies was present and provided a presentation on redistricting.

(44:15) Director Donahue, Director de la Rosa, and Chairperson Kellas further discussed redistricting. Additionally, there was discussion about certain members of the public and that they might not have access to the internet and or Zoom.

Public Comment –

(52:30) Julie Tacker commented.

(55:00) Henry Krzciuk commented.

(57:30) Karina Tiwana commented.

## **6. BUSINESS ACTION ITEMS:**

### **A. PRESENTATION FROM AKEL ENGINEERING TO DISCUSS AND REVIEW THE PROCESS FOR THE URBAN WATER MANAGEMENT PLAN. (1:01:50)**

Tony Akel presented preliminary data related to the Urban Water Management Plan.

(1:22:23) Board members discussed data from the presentation.

Public Comment –

(1:26:54) Jeffrey Stulberg commented.  
(1:29:00) Julie Tacker commented.  
(1:31:18) Henry Krzciuk commented.  
(1:34:18) Karina Tiwana commented.

(1:37:03) Director Donahue commented on the sequencing of the water waitlist. Vice-Chairperson Giacoletti clarified that this report was still in draft form.

**ITEM 5B PUBLIC HEARING (continued):**

**B. SECOND READING AND ADOPTION OF ORDINANCE NO. 122 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT REGARDING PARKING REGULATIONS. (1:39:35)**

Charlie Grace introduced the item.

(1:41:08) The Board had no comments.

Public Comment –

(1:41:23) Henry Krzciuk commented.  
(1:43:55) Karina Tiwana commented.  
(1:46:00) Mike Hanchett commented.

(1:48:00) Chairperson Kellas, Vice-Chairperson Giacoletti, Director Donahue, and Jeff Minnery discussed the difficulty in enforcing the camping component of any ordinance.

(1:51:08) A motion was made to approve Ordinance No. 122. (Donahue)

(1:52:00) Director de la Rosa stated that a separate Ordinance to address the camping/homeless issue was needed.

(1:54:38) A motion was made to approve Ordinance No. 122 as presented.

Motion: Chairperson Kellas  
2nd: Director Donahue  
Vote: 4/0  
Absent: 1 - Reinstein

Roll Call: Kellas: Yes      Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes

(1:55:45) The motion was clarified to approve Ordinance No. 122 and that staff take into consideration signs that would be appropriate for the community.

Motion: Chairperson Kellas  
2nd: Director Donahue  
Vote: 4/0  
Absent: 1 - Reinstein

Roll Call: Kellas: Yes      Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes

**6. BUSINESS ACTION ITEMS:**

**B. DISCUSSION, REVIEW AND APPROVAL OF A CONTRACT WITH MOSS, LEVY & HARTZHEIM, LLP TO PERFORM AUDITING SERVICES FOR FISCAL YEARS 2021/2022, 2022/2023 AND 2023/2024. (1:56:55)**

Charlie Grace introduced the item.

Public Comment –

(2:00:44) Henry Krzciuk commented.

(2:02:40) Chairperson Kellas called on Julie Tacker. Ms. Tacker experienced technical difficulties.

(2:03:37) Karina Tiwana commented.

(2:04:05) Julie Tacker commented.

(2:09:30) Charlie Grace provided information related to the current procedural process of switching auditors.

(2:10:05) A motion was made to approve a 3 year contract with Moss, Levy, Hartzheim, LLP.

Motion: Chairperson Kellas

2nd: Vice-Chairperson Giacoletti

Vote: 4/0

Absent: 1 - Reinstein

Roll Call: Kellas: Yes

Giacoletti: Yes

de la Rosa: Yes

Donahue: Yes

**C. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01. (2:11:18)**

Chairperson Kellas introduced the item. She listed the revisions to the committees as:

Water Committee – Daniel de la Rosa, Michael Hanchett, Albert Barreto, Chuck Grash

Budget Committee – Michael Hanchett, Luz Hernandez, Miguel Sandoval

(2:12:45) Director Donahue, Vice-Chairperson Giacoletti, and Chairperson Kellas discussed the revisions.

Public Comment –

(2:14:32) Julie Tacker commented.

(2:17:05) Henry Krzciuk commented.

(2:20:22) Director Donahue and Jeffrey Minnery discussed corporation officers being allowed on the committees.

(2:22:04) A motion was made to appoint the following persons:

Water Committee – Daniel de la Rosa, Michael Hanchett, Albert Barreto, Chuck Grash

Budget Committee – Michael Hanchett, Luz Hernandez, Miguel Sandoval

Motion: Chairperson Kellas

2nd: Vice-Chairperson Giacoletti

Vote: 3/1

Absent: 1 - Reinstein

**D. DISCUSSION, REVIEW AND APPROVAL OF PROPOSED EDITS TO THE POLICY AND PROCEDURES MANUAL. (2:22:56)**

(2:23:07) Charlie Grace stated that the proposed changes may possibly affect the General Manager's spending limit and to avoid the perception of impropriety he was recusing himself. He left the meeting.

Chairperson Kellas introduced the item. She reviewed the proposed changes on each page further addressing each of Julie Tacker's concerns about the proposed changes.

(2:25:20) The Board will begin review the monthly stipend amount on an annual basis. Page 3 Section 2.05.

Page 5 Section 6.01 related to the time. The Board members reached a consensus to implement the change.

Page 5 Section 6.03 addition of "audio recorded". The Board members reached a consensus to implement the change.

(2:29:30) Page 6 Section 7.03 related to "or designee" was approved.

Page 7 Section 7.06. later in the meeting Jeff Minnery suggested removal of this proposed edit. The Board members reached a consensus to implement the change proposed by Jeff Minnery.

Page 7 Section 8.01 addition of "or designee" was approved.

Page 8 Section 8.04 removal of the word request in "California Public Records Request Act". Page 10 12.01 verify language consistency in California Public Records Act.

(2:32:59) Chairperson Kellas directed District Counsel to create a policy for handling of record requests.

(2:34:08) Page 11 and 12 Section 14.01 addition of reason, recuse, and meeting.

(2:36:00) There was conversation related to section 19.03 and the proposed edits to the policy language. Director Donahue suggested that proposed changes gave an over-reaching amount of power to the Chairperson. He commented that perhaps a change in the language of Charlie's GES contract might be a better solution. Vice-Chairperson Giacioletti stated that she agreed with Director Donahue's comments.

(2:46:05) Page 29 the formatting change was approved.

(2:46:23) Page 31 Section 5 the addition of the language "and a Board Member" was approved.

(2:47:05) Page 46 Section 21.02 addition of language was approved.

(2:48:30) Jeff Minnery asked that on Page 7 Section 7.06 that the proposed language be removed. The Board agreed to the removal of this language.

Public Comment –

(2:49:55) Henry Krzciuk commented.

(2:52:40) Julie Tacker commented.

(2:57:54) Director Donahue stated that he was extremely uncomfortable with Jeff Minnery's legal advice about Section 19.03 and would like to seek different legal advise about this matter.

(2:59:10) A motion to accept all changes as discussed except for page 28 Item C.

Motion: Chairperson Kellas  
2nd: Vice-Chairperson Giacoletti  
Vote: 4/0  
Absent: 1 - Reinstein

Roll Call: Kellas: Yes      Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes

**E. DISCUSSION, REVIEW AND APPROVAL OF THE 2022 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT. (3:00:00)**

Chairperson Kellas introduced the item. Vice-Chairperson Giacoletti inquired about the planting of trees within the community.

Public Comment –  
(3:02:50) Henry Krzciuk commented.  
(3:05:15) Julie Tacker commented.

\*It was noted by Chairperson Kellas that Charlie Grace had rejoined the meeting.

(3:06:03) A motion was made to approve the list of goals and priorities.

Director Donahue commented that he would like to add an RFP for general manager services, grant writing services, and that he seconded the Vice-Chairperson's idea regarding the planting of trees. Additionally, he mentioned an doing an RFP for legal services.

(3:08:45) A motion was made to accept the list as is along with the list with the RFP's that were currently in progress or being looked at.

Motion: Chairperson Kellas  
2nd: Director de la Rosa  
Vote: 4/0  
Absent: 1 - Reinstein

Roll Call: Kellas: Yes      Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes

**F. DISCUSSION, REVIEW AND DIRECTION TO STAFF REGARDING EMERGENCY REPAIRS TO THE PICO AVENUE STAIRCASE BEACH ACCESS. (3:09:20)**

Chairperson Kellas introduced the item. There was discussion related to the permitting process. Director Donahue commented that he had spoken with Jeff Oliveira who suggested that a structural analysis be completed first. There was further discussion related to erosion.

Public Comment –  
(3:15:30) Henry Krzciuk commented.  
(3:17:38) Julie Tacker commented.

(3:20:25) A motion was made to direct staff to find a structural engineer to review and provide a report of the repairs required of the Pico Avenue Stairs beach access. (based on the report Jeff Oliveira would be assigned to handle the permitting)

Vice-Chairperson Giacoletti commented that she agreed with Ms. Tacker's comments. She went on to further state that the natural erosion that the Coastal Commission is adverse to regarding armoring should be taken into consideration.

(3:22:11) Director Donahue made a motion that we immediately grind down the uneven cement and repaint the handicap areas blue. Chairperson Kellas pointed out that this was not on the agenda.

(3:22:57) Chairperson Kellas repeated her motion: Direct staff to find a structural engineer to come out and create a report of the needed repairs and based on the report Jeff O could start the permitting process.

(3:23:13) Director de la Rosa commented about the sidewalk repairs asking if these repairs were not a direct result of the erosion of the stairs. Charlie Grace responded that the structural engineer would need to look at all aspects.

Motion: Chairperson Kellas  
2nd: Director Donahue  
Vote: 4/0  
Absent: 1 - Reinstein

Roll Call: Kellas: Yes      Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes

**7. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS – (3:26:15)**

Vice-Chairperson Giacoletti asked that a discussion related to planting of trees be added to the agenda. Director Donahue asked that an RFP for legal counsel, general manager services, and sidewalk repair be added to the agenda.

**8. ADJOURNMENT @ 8:34 PM**



**4.B. Consent Agenda Items:  
Approval of January 31, 2022 Special Meeting Minutes**

**AGENDA**  
**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS SPECIAL BOARD MEETING**  
**Monday, January 31, 2022**  
**6:00 pm**

Pursuant to San Simeon CSD Resolution 22-439 and non-compliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. OPEN SESSION @ 6:02 PM -**

A. Chairperson Kellas – Present  
Vice-Chairperson Giacoletti – Present  
Director de la Rosa – Present  
Director Donahue – Present  
Director Reinstein - Present

B. Report from 5:00 PM Closed Session – No reportable action.

**2. CONSENT AGENDA ITEMS:**

**A. ADOPTION OF RESOLUTION 22-440 UPDATING SIGNATURES INCLUDING FACSIMILE SIGNATURES FOR BANKING SERVICES ON BEHALF OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT.**

**B. APPROVAL OF PROGRESS STATUS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT APPLICATION.**

Public Comment –  
(2:22) Henry Krzciuk commented.

(5:00) Director Donahue inquired about Cambria using the outfall for the brine discharge.

(6:12) A motion was made to approve consent agenda items 2A-2B.

Motion: Chairperson Kellas  
2nd: Director de la Rosa  
Vote: 5/0  
Abstain: 0

Roll Call: Kellas: Yes    Giacoletti: Yes    de la Rosa: Yes    Donahue: Yes    Reinstein: Yes

**3. PUBLIC HEARING:**

**A. CONSIDERATION OF INPUT FROM THE COMMUNITY REGARDING THE VOTING AREAS SCENARIOS FOR A DISTRICT BASED ELECTION SYSTEM. (8:24)**

David Lopez from Cooperative Strategies was present and presented information related to the California Voting Rights Act and redistricting.

(21:46) Vice-Chairperson Giacoletti, Director Donahue, Chairperson Kellas, Jeffrey Minnery, and David Lopez inquired about the redistricting process and the potential boundary maps. There was discussion about the District not being able to find candidates to fill the Board member positions. Jeffrey Minnery clarified that in order for the District to be in compliance with the California Voting Rights Act (CVRA) the District needed to redistrict.

Public Comment –  
(38:10) Henry Krzciuk commented.

(41:00) David Lopez answered questions from members of the public.

Public Comment –  
(46:18) Julie Tacker commented.

(50:05) David Lopez answered questions from members of the public.

Public Comment –  
(51:48) Michael Hanchett commented.

(53:15) Director de la Rosa commented about splitting the Avonne Ave. apartments would be a form of gerrymandering. He and David Lopez further discussed racial gerrymandering. Director Donahue inquired about the process if there were candidates choosing to run in the designated districts.

Public Comment –  
(57:00) Henry Krzciuk commented.

#### **4. BUSINESS ACTION ITEMS:**

##### **A. DISCUSSION, CONSIDERATION, APPROVAL REGARDING REPAIR OR REPLACEMENT OF THE PIPE BRIDGE. (58:00)**

(58:40) Chairperson Kellas recused herself and left the meeting. She asked Director de la Rosa to act as interim Chairperson. Charlie Grace introduced the item.

(1:03:15) Vice-Chairperson Giacoletti, Director de la Rosa, Director Donahue, and Charlie Grace further discussed replacement versus repair of the pipe bridge. There was discussion about obtaining an evaluation from a structural engineer.

(1:07:35) William Bellis from ATS provided additional information about their findings.

(1:11:45) There was general discussion between the Board regarding repairing versus replacement of the pipe bridge, along with the urgency of conducting repairs, and the need for additional engineering assessments.

(1:20:30) Vice-Chairperson Giacoletti, Jeff Oliveira, and Charlie Grace discussed the permitting components of bridge replacement.

Public Comment –  
(1:28:32) Henry Krzciuk commented.

(1:32:18) William Bellis (ATS) responded to public comment.

(1:33:27) Mike Hanchett commented.

(1:36:18) William Bellis (ATS) responded to public comment.

(1:38:58) Julie Tacker commented.

(1:43:08) Mike Hanchett commented.

(1:44:18) Director Donahue commented on replacing the bridge with materials that required less maintenance rather than an in-kind replacement. Jeff Oliveira provided additional information about an in-kind replacement.

(1:47:10) Julie Tacker commented.

(1:48:30) Jeff Oliveira and Charlie Grace responded to public comment.

(1:52:45) A motion was made to for staff to acquire bids for the temporary repair of the damage on the pipe bridge. (welding and patching)

Motion: Director de la Rosa

2nd: Director Reinstein

Vote: 4/0

Absent: 1 - Kellas

Roll Call: Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes      Reinstein: Yes

(1:54:36) Charlie Grace asked if staff could get direction regarding the necessary steps for bridge replacement.

(1:55:45) A second motion was made to direct staff to plan for replacement of the pipe bridge.

Motion: Director de la Rosa

2nd: Vice-Chairperson Giacoletti

Vote: 4/0

Absent: 1 - Kellas

Roll Call: Giacoletti: Yes      de la Rosa: Yes      Donahue: Yes      Reinstein: Yes

(1:56:20) Cortney Murguia provided the Board with information regarding emergency repairs from the Policy and Procedures manual.

\*\* (1:58:00) Director Donahue made a motion for William Bellis (ATS) to move forward with the repairs. Vice-Chairperson Giacoletti seconded the motion.

(1:58:40) William Bellis commented that ATS was an inspection and engineering firm and that this company did not do repair work.

(1:59:28) Director Donahue withdrew his motion. Vice-Chairperson Giacoletti withdrew her second.

**BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS** – (2:00:23) Director de la Rosa asked that repairs to the Pico Avenue beach access be added to the next meeting agenda.

## **5. ADJOURNMENT @ 8:03 PM**

**4.C. Consent Agenda Items:  
Approval of February 8, 2022 4 PM Special Meeting  
Minutes**

**MEETING MINUTES  
SAN SIMEON COMMUNITY SERVICES DISTRICT  
BOARD OF DIRECTORS SPECIAL BOARD MEETING  
Tuesday, February 8, 2022  
4:00 pm**

Pursuant to San Simeon CSD Resolution 22-439 and in compliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

**Internet Meeting Location – Via ZOOM**

**1. OPEN SESSION: 4:01 PM**

- A. Chairperson Kellas – Present
- Vice-Chairperson – Present
- Director de la Rosa – Present
- Director Donahue – Present
- Director Reinstein – Absent

**2. CLOSED SESSION:**

Public Comment –

(1:28) Henry Krzciuk commented.

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

Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section §54956.9

One (1) Potential Case – Cease and Desist from Julie Tacker

**B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section §54956.9 – Ron Hurlbert

**\*\*\*\*Reportable action from Closed Session occurred at the 5 PM Regular Session\*\*\*\***

The Board voted to send letters to Julie Tacker and Ron Hurlbert.

**4.D. Consent Agenda Items:  
Review and Approval of Disbursements Journal**

# SAN SIMEON COMMUNITY SERVICES DISTRICT

## Disbursements Journal

March 2022

Type	Date	Num	Name	Memo	Paid Amount
<b>Checks written after BOD meeting in February, 2022:</b>					
Bill Pmt -Check	02/09/2022	2472	Town and Country Fencing, Inc.	Install wood fencing on Pico Avenue 200' by 42" high rope rail. Inv 2591 dated 2/3/22.	-7,550.00
Bill Pmt -Check	02/09/2022	2473	San Simeon Ranch/Hearst Corp	Encroachment agrmt (revocable) 2021 and limited term encroachment 2022. Inv# Water Supply 2 dated 1/27/22.	-10,000.00
<b>Additional disbursements Feb 2022</b>					<b>-17,550.00</b>
<b>Disbursements March, 2022:</b>					
Paycheck	03/08/2022	2377	GWEN KELLAS	Board Service February 2 through March 1, 2022.	-92.35
Paycheck	03/08/2022	2378	MARY P GIACOLETTI	Board Service February 2 through March 1, 2022.	-92.35
Bill Pmt -Check	03/08/2022	2379	Adamski Moroski Madden Cumberland & Green	General legal services through 1/31/22. Inv 56780 dated 2/28/22.	-7,696.00
Bill Pmt -Check	03/08/2022	2380	Adamski Moroski Madden Cumberland & Green	Legal fees re: Hather litigation through 1/31/22. Inv 56781 dated 2/28/22.	-6,523.00
Bill Pmt -Check	03/08/2022	2381	Advantage Technical Services, Inc.	Prep report and board meeting re: pipe bridge structure. Inv 4432 dated 2/7/22.	-510.00
Bill Pmt -Check	03/08/2022	2382	Akel Engineering Group, Inc	Prof Svcs re: addendum to the District Master Plan services through 02/15/22. Inv 21775-03 dated 2/24/22.	-4,667.50
Bill Pmt -Check	03/08/2022	2383	Cooperative Strategies	Prof svcs re: Trustee Area Creation to move toward By-Trustee-Area elections per CVRA. Inv 2134943 dated 1/31/22.	-3,800.00
Bill Pmt -Check	03/08/2022	2384	Dudek	Prof Svcs re: Coastal Hazard Response Plan (CHRP) services through 12/31/21. Inv 202110873 dated 1/31/22.	-575.00
Bill Pmt -Check	03/08/2022	2385	Kathleen Fry Bookkeeping Services	Bookkeeping services February 2022. Inv CSD-2022-02 dated 02/28/22.	-1,500.00
Bill Pmt -Check	03/08/2022	2386	Lori Mather Video Services	Video services for 3 special meetings (2/8, 3/8, 3/15) and regular board meeting (3/8/22). Invoice 3/1/2022.	-900.00
Bill Pmt -Check	03/08/2022	2387	New Times	Public notices re: Ord No. 122-parking regs and CVRA (Cal Voting Rights Act). Invoices 335953 dated 2/3/22, 336244 dated 2/10/22 and 336709 dated 2/24/22.	-266.00
Bill Pmt -Check	03/08/2022	2388	Oliveira Environmental Consulting LLC	Prof Svcs related to CHRP-Coastal hazard response plan, Prop 1-round 2 grant, LCP to move WWTP, Pico staircase, and other CSD tasks. Svc Per: 01/28/22 thru 2/28/22. Inv OEC-2022-06 dated 02/28/22.	-3,910.00
Bill Pmt -Check	03/08/2022	2389	R & E Concrete, Inc.	Pico staircase- repairs to fill void and hole. Inv 20210795 dated 2/25/22.	-3,500.00
Bill Pmt -Check	03/08/2022	2390	RVS Software	Annual software maintenance and updates 3/21/2022 to 3/20/2023. Inv. 176368 dated 2/2/22.	-739.00
Bill Pmt -Check	03/08/2022	2391	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period Mar 21 - Apr 20, 2022. Inv 43253 dated 2/22...	-400.00
Bill Pmt -Check	03/08/2022	2392	Stillwater Sciences	Pico Creek instream flow management plan 1/29/21 to 1/2/22. Inv 9840000 dated 1/18/22.	-639.75
Bill Pmt -Check	03/08/2022	2393	Stillwater Sciences	Pico Creek instream flow management plan 1/3/22 - 1/30/22. Inv 9840001 dated 2/11/22.	-9,165.57



**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Disbursements Journal**

**March 2022**

<b>Type</b>	<b>Date</b>	<b>Num</b>	<b>Name</b>	<b>Memo</b>	<b>Paid Amount</b>
Bill Pmt -Check	03/08/2022	2394	Grace Environmental Services	Operations Management March 2022. Inv 1520 dated 3/1/22.	-56,231.95
Check	03/25/2022	Elec Pymt	CalPERS Fiscal Svcs Div	Retiree Health monthly premium.	-383.85
Check	03/25/2022	Elec Pymt	CalPers Fiscal Svcs Divn	Monthly Unfunded Accrued Liability payment. Cust. ID # 7226734344.	-1,349.42
Liability Check	03/01/2022	Elec Pymt	United States Treasury	Payroll tax payment for paychecks dated 03/08/22.	-30.60
<b>Disbursements Mar 2022</b>					<b><u>-102,972.34</u></b>

**4.E. Consent Agenda Items:  
Adoption of Resolution 22-442**



## **CONSENT AGENDA ITEM STAFF REPORT**

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### **ITEM 4.E. ADOPTION OF RESOLUTION 22-442 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS AB 361.**

#### Summary

At a Special Meeting on September 30, 2021, the Board approved District Resolution 21-433 to continue virtual meetings of the Board of Directors and District committees pursuant to AB 361. AB 361 requires periodic review of the determination for a legislative body to continue to meet via teleconference, and if a state of emergency remains active, then no later than 30 days after meeting via teleconference, the body must make a subsequent finding that it “has reconsidered the circumstances of the state of emergency” and determined that in-person meetings continue to pose a risk to public health. During the February 8, 2022 meeting, the Board approved Resolution 22-441 which extended the “state of emergency” for an additional 30 days. Resolution 21-442 extends the “state of emergency” for an additional 30 days to allow continued virtual meetings.

#### Possible Options:

- 1) The Board may direct the meetings be held in person.
- 2) The Board may direct that the meetings remain being held via teleconference.

**RESOLUTION NO. 22-442**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON  
COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY  
PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY  
BY THE GOVERNOR ISSUED ON MARCH 4, 2020, AND AUTHORIZING REMOTE  
TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN  
SIMEON COMMUNITY SERVICES DISTRICT FOR THE PERIOD OF MARCH 8,  
2022, TO APRIL 7, 2022, PURSUANT TO BROWN ACT PROVISIONS**

**Recitals**

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

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

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

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

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

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

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

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

WHEREAS, emergency conditions persist in the District, specifically, the State of Emergency declared by Governor Newsom on March 4, 2020, due to COVID-19, and the Proclamation of Local Emergency declared by the County of San Luis Obispo on March 13, 2020; and

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

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

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

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

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

public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) April 7, 2022 or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**ADOPTED** by the Board of Directors of the San Simeon Community Services District on March 8, 2022, by the following roll call votes:

AYES:

NOES:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
President, Board of Directors of the  
San Simeon Community Services District

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey A. Minnery, District Counsel

## **5.A. Public Hearing Item**



## **PUBLIC HEARING ITEM STAFF REPORT**

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### **ITEM 5.A. CONSIDERATION OF INPUT FROM THE COMMUNITY REGARDING THE VOTING AREAS SCENARIOS FOR A DISTRICT BASED ELECTION SYSTEM.**

#### Summary:

The District has conducted both a first and second public hearing. The purpose of this third (3) public hearing is to continue an informative discussion and seek public input on the criteria to be considered while drafting area maps. A draft version of the “pre-map” will be presented to the public during the fourth public hearing which will be held on April 12, 2022.

The Board adopted resolution 21-430 at the January 11, 2021 Board meeting declaring its intent to transition to by-area elections by November 2022. The District currently elects its Board through an at-large electoral system. The California Voting Rights Act (CVRA) allows for legal challenges alleging that an at-large system has resulted in racially polarized voting within a jurisdiction and seeking a court order that a jurisdiction convert to a by-area election system. At the January 11, 2021 Board meeting, the Board approved the proposal from Cooperative Strategies to provide an analysis of the 2020 census data and mapping services in order for the District to be in full compliance with the CVRA. Two (2) “pre-map” Public Hearings are scheduled to discuss how the process works to draw the by-area map, gain input from the community on their expectations and details for the follow up meetings which are required by law.

#### Discussion:

Elections Code Section 10010 provides that before any map or maps of the boundaries for the proposed areas are drawn, the District must conduct two (2) Public Hearings over a period of no more than thirty (30) days, at which time the public is invited to provide input regarding the composition of said area boundaries. This is the first Public Hearing. The Public Hearing was noticed in the New Times and on the District website.

The purpose of this Public Hearing is to involve the public in the area creation process and get community feedback on what factors should be taken into consideration while creating area boundaries. Some considerations in establishing the voting areas are but not limited to:



- 1) Each area shall contain nearly equal number of inhabitants.
- 2) Drawn to comply with the Federal Voting Rights Act.
- 3) Compact and contiguous, as much as possible.
- 4) Respect communities of interest, as much as possible.
- 5) Follow man-made and natural geographic features, as much as possible.
- 6) Respect incumbency, if possible.
- 7) Any other local considerations.

The remaining meeting schedule is as follows:

- The District is scheduled to conduct Public Hearing #4 to continue the public discussion of the draft voting area scenarios on April 12, 2022.
- Based on the meeting schedule it has been determined that there is a need to schedule a fifth (5) Public Hearing which will held on May 10, 2022.

District staff and the demographer will then work with the County Elections Office to have the division maps integrated into the countywide voting system. The first by-division election will be held in November 2022.

Recommendation:

It is recommended that the Board take the following actions:

- 1) Receive a report on the area creation process and permissible criteria to be considered to create voting area boundaries.
- 2) Conduct a public hearing to receive public input on voting area boundaries.

Enc: Cooperative Strategies Presentation – “Pre-map”



▶ **TRUSTEE AREA  
PROCESS**

SAN SIMEON COMMUNITY  
SERVICE DISTRICT

**MARCH 8, 2022**



**COOPERATIVE  
STRATEGIES**  
ASSESS • PLAN • FUND • BUILD

▶ TRUSTEE AREA PROCESS

DATE	ACTIVITY
<del>January 31, 2022</del>	<del>Board Meeting: First Pre-Map Public Hearing and Presentation</del>
<del>February 8, 2022</del>	<del>Board Meeting: Second Pre-Map Public Hearing and Presentation</del>
February-March 2022	Preparation of draft trustee area scenarios
March 8, 2022	<b>Board Meeting: Public Hearing and Informative Discussion Item on Trustee Area Scenarios</b>
April 12, 2022	<b>Board Meeting: Public Hearing on Trustee Area Scenarios</b>
May 10, 2022	<b>Board Meeting: Public Hearing on Trustee Area Scenarios Board Selection of Voting Area Map</b>
May 2022	Cooperative Strategies sends Final Voting Area Map to the County Registrar of Voters
November 8, 2022	First Election Held Utilizing Trustee Areas

## ▶ CONSIDERATIONS IN TRUSTEE AREAS



Each area shall contain nearly equal number of inhabitants



Follow man-made and natural geographic features, as much as possible



Drawn to comply with the Federal Voting Rights Act



Respect incumbency, if possible



Compact and contiguous, as much as possible



Other local considerations (i.e., school boundaries, locations of school sites)



Respect communities of interest, as much as possible

► **DISTRICT DEMOGRAPHICS**  
**2010 and 2020 CENSUS DATA COMPARISON**

**2010 to 2020 Census Comparison (Trustee Area Creation)**

Population	2010 Census		2020 Census		Change	
	Total	Percent	Total	Percent	Population	Percent
Hispanic/Latino	249	55.3%	296	66.5%	47	18.9%
White	181	40.2%	125	28.1%	-56	-30.9%
Black/ African American	1	0.2%	0	0.0%	-1	-100.0%
American Indian/Alaska Native	5	1.1%	2	0.4%	-3	-60.0%
Asian	6	1.3%	10	2.2%	4	66.7%
Native Hawaiian/ Pacific Islander	0	0.0%	0	0.0%	0	0.0%
Other	0	0.0%	0	0.0%	0	0.0%
Two or More Races	8	1.8%	12	2.7%	4	50.0%
<b>Total Population</b>	<b>450</b>	<b>100%</b>	<b>445</b>	<b>100%</b>	<b>-5</b>	<b>-1.1%</b>

*\*Source: Statewide 2021 Redistricting Database (Sept 27 file) (Census 2020)*

## ► DISTRICT DEMOGRAPHICS 2020 CENSUS DATA

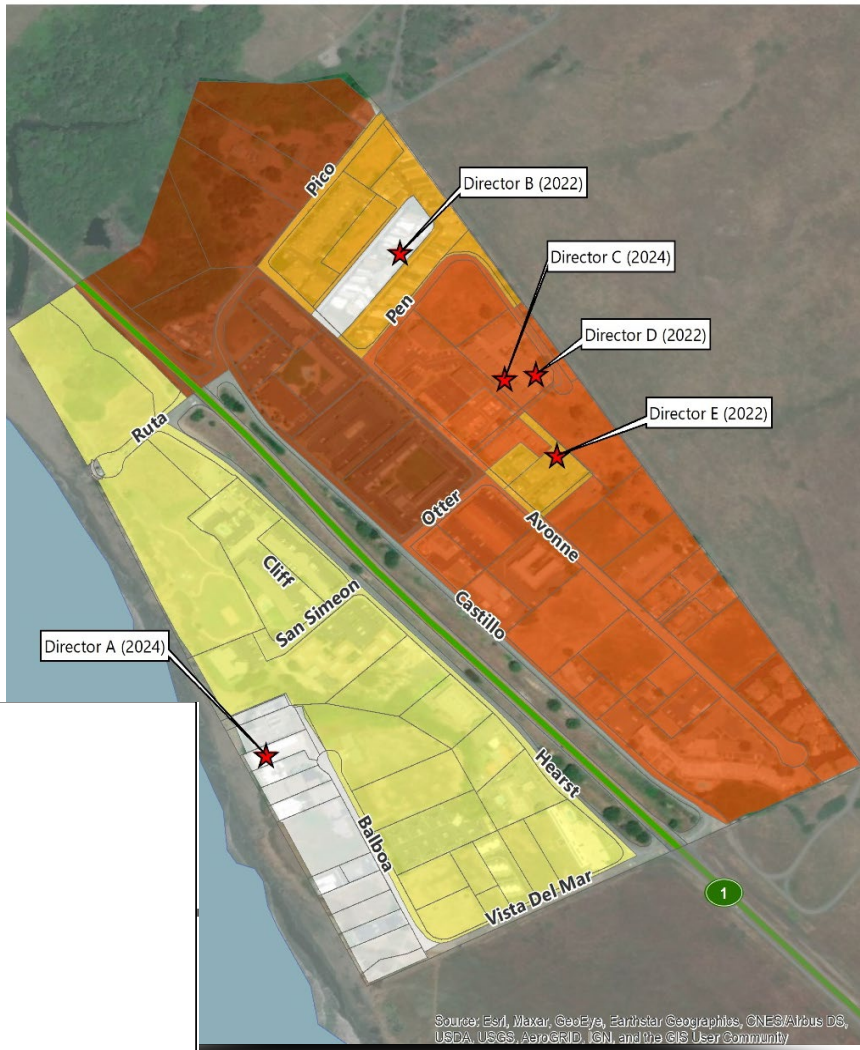


Population	Total Population		Age 18 and over	
	Total	%	Total	%
Hispanic/Latino	296	66.5%	197	58.1%
White	125	28.1%	119	35.1%
Black / African American	0	0.0%	0	0.0%
American Indian /Alaska Native	2	0.4%	2	0.6%
Asian	10	2.2%	10	2.9%
Hawaiian/ Pacific Islander	0	0.0%	0	0.0%
Two or More Races	0	0.0%	0	0.0%
Other	12	2.7%	11	3.2%
<b>Total</b>	<b>445</b>	<b>100%</b>	<b>339</b>	<b>100%</b>

\*Source: Statewide 2021 Redistricting Database (Sept 27 file) (Census 2020)



► DISTRICT DEMOGRAPHICS  
**CITIZEN VOTING AGE POPULATION ESTIMATES**



Population	2015-2019 CVAP	
	Total	%
Hispanic/Latino	103	46.8%
White	97	44.1%
Black / African American	0	0.0%
American Indian / Alaska Native	0	0.0%
Asian	20	9.1%
Hawaiian/ Pacific Islander	0	0.0%
Two or More Races	0	0.0%
<b>Total</b>	<b>220</b>	<b>100%</b>

\*Source: American Community Survey, 2015-2019 Data

# ▶ CONCEPTUAL VOTING AREAS SCENARIO 1





## ► DEMOGRAPHICS SCENARIO 1

**Total Population: 445    Ideal Director Area Size: 89    Total Variance: 7.9%**

DIRECTOR AREA	Director Area 1		Director Area 2		Director Area 3		Director Area 4		Director Area 5	
TP* vs. CVAP**	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP
Population	88	45	87	55	94	34	88	49	88	37
Population Variance	-1.1%	N/A	-2.2%	N/A	5.6%	N/A	-1.1%	N/A	-1.1%	N/A
Hispanic/Latino	64.8%	37.8%	42.5%	25.5%	85.1%	64.7%	68.2%	49.0%	75.0%	64.9%
White	27.3%	40.0%	55.2%	70.9%	9.6%	26.5%	26.1%	38.8%	22.7%	35.1%
Black/African American	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/Alaska Native	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	4.5%	22.2%	1.1%	3.6%	1.1%	8.8%	3.4%	12.2%	0.0%	0.0%
Native Hawaiian/Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	3.4%	0.0%	1.1%	0.0%	3.2%	0.0%	2.3%	0.0%	2.3%	0.0%

\*Total Population; Source: Redistricting Database for California, Published by Statewide Database on September 27, 2021

\*\*Citizen Voting Age Population (CVAP); Source: American Community Survey, 2015-2019 Data

# ▶ CONCEPTUAL VOTING AREAS

## SCENARIO 2



## ► DEMOGRAPHICS SCENARIO 2

**Total Population: 445    Ideal Director Area Size: 89    Total Variance: 9.0%**

DIRECTOR AREA	Director Area 1		Director Area 2		Director Area 3		Director Area 4		Director Area 5	
TP* vs. CVAP**	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP
Population	95	47	87	55	87	32	88	49	88	37
Population Variance	6.7%	N/A	-2.2%	N/A	-2.2%	N/A	-1.1%	N/A	-1.1%	N/A
Hispanic/Latino	66.3%	36.2%	42.5%	25.5%	85.1%	68.8%	68.2%	49.0%	75.0%	64.9%
White	26.3%	40.4%	55.2%	70.9%	9.2%	25.0%	26.1%	38.8%	22.7%	35.1%
Black/African American	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/Alaska Native	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	4.2%	23.4%	1.1%	3.6%	1.1%	6.3%	3.4%	12.2%	0.0%	0.0%
Native Hawaiian/Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	3.2%	0.0%	1.1%	0.0%	3.4%	0.0%	2.3%	0.0%	2.3%	0.0%

\*Total Population; Source: Redistricting Database for California, Published by Statewide Database on September 27, 2021

\*\*Citizen Voting Age Population (CVAP); Source: American Community Survey, 2015-2019 Data

# ▶ CONCEPTUAL VOTING AREAS

## SCENARIO 3



## ► DEMOGRAPHICS SCENARIO 3

**Total Population: 445    Ideal Director Area Size: 89    Total Variance: 5.6%**

DIRECTOR AREA	Director Area 1		Director Area 2		Director Area 3		Director Area 4		Director Area 5	
TP* vs. CVAP**	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP	TP	CVAP
Population	87	51	87	55	87	32	92	45	92	37
Population Variance	-2.2%	N/A	-2.2%	N/A	-2.2%	N/A	3.4%	N/A	3.4%	N/A
Hispanic/Latino	55.2%	37.3%	42.5%	25.5%	87.4%	65.6%	68.5%	48.9%	82.6%	67.6%
White	35.6%	47.1%	55.2%	70.9%	9.2%	25.0%	23.9%	35.6%	16.3%	29.7%
Black/African American	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/Alaska Native	0.0%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	4.6%	15.7%	1.1%	3.6%	1.1%	9.4%	3.3%	15.6%	0.0%	2.7%
Native Hawaiian/Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	4.6%	0.0%	1.1%	0.0%	1.1%	0.0%	4.3%	0.0%	1.1%	0.0%

\*Total Population; Source: Redistricting Database for California, Published by Statewide Database on September 27, 2021

\*\*Citizen Voting Age Population (CVAP); Source: American Community Survey, 2015-2019 Data





# QUESTIONS



**SAN SIMEON CSD**

CONCEPTUAL DIRECTOR AREAS - SCENARIO 1

<b>Total Population:</b>	<b>445</b>	<b>Ideal Population:</b>	<b>89</b>	<b>Variance:</b>	<b>7.9%</b>
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<b>Total Population (2020 Census)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	88	87	94	88	88
Population Variance	-1	-2	5	-1	-1
	-1.1%	-2.2%	5.6%	-1.1%	-1.1%
Hispanic/Latino	64.8%	42.5%	85.1%	68.2%	75.0%
White	27.3%	55.2%	9.6%	26.1%	22.7%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	1.1%	0.0%	0.0%
Asian	4.5%	1.1%	1.1%	3.4%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	3.4%	1.1%	3.2%	2.3%	2.3%

<b>Population 18 and Over (2020 Census)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	64	77	61	72	65
Hispanic/Latino	56.3%	35.1%	77.0%	62.5%	72.3%
White	32.8%	62.3%	14.8%	30.6%	27.7%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	1.6%	0.0%	0.0%
Asian	6.3%	1.3%	1.6%	4.2%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	4.7%	1.3%	4.9%	2.8%	0.0%

<b>Citizens by Voting Age Population Estimate (2015-2019)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	45	55	34	49	37
Hispanic/Latino	37.8%	25.5%	64.7%	49.0%	64.9%
White	40.0%	70.9%	26.5%	38.8%	35.1%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	22.2%	3.6%	8.8%	12.2%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	0.0%	0.0%	0.0%	0.0%	0.0%





0 0.025 0.05 0.1 0.15 0.2 Miles

Sources: Esri, USGS, NOAA

**SAN SIMEON CSD**

CONCEPTUAL DIRECTOR AREAS - SCENARIO 2

<b>Total Population:</b>	<b>445</b>	<b>Ideal Population:</b>	<b>89</b>	<b>Variance:</b>	<b>9.0%</b>
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<b>Total Population (2020 Census)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	95	87	87	88	88
Population Variance	6	-2	-2	-1	-1
	6.7%	-2.2%	-2.2%	-1.1%	-1.1%
Hispanic/Latino	66.3%	42.5%	85.1%	68.2%	75.0%
White	26.3%	55.2%	9.2%	26.1%	22.7%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	1.1%	0.0%	0.0%
Asian	4.2%	1.1%	1.1%	3.4%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	3.2%	1.1%	3.4%	2.3%	2.3%

<b>Population 18 and Over (2020 Census)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	68	77	57	72	65
Hispanic/Latino	57.4%	35.1%	77.2%	62.5%	72.3%
White	32.4%	62.3%	14.0%	30.6%	27.7%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	1.8%	0.0%	0.0%
Asian	5.9%	1.3%	1.8%	4.2%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	4.4%	1.3%	5.3%	2.8%	0.0%

<b>Citizens by Voting Age Population Estimate (2015-2019)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	47	55	32	49	37
Hispanic/Latino	36.2%	25.5%	68.8%	49.0%	64.9%
White	40.4%	70.9%	25.0%	38.8%	35.1%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	23.4%	3.6%	6.3%	12.2%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	0.0%	0.0%	0.0%	0.0%	0.0%



Sources: Esri, USGS, NOAA

**SAN SIMEON CSD**

CONCEPTUAL DIRECTOR AREAS - SCENARIO 3

<b>Total Population:</b>	<b>445</b>	<b>Ideal Population:</b>	<b>89</b>	<b>Variance:</b>	<b>5.6%</b>
--------------------------	------------	--------------------------	-----------	------------------	-------------

<b>Total Population (2020 Census)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	87	87	87	92	92
Population Variance	-2	-2	-2	3	3
	-2.2%	-2.2%	-2.2%	3.4%	3.4%
Hispanic/Latino	55.2%	42.5%	87.4%	68.5%	82.6%
White	35.6%	55.2%	9.2%	23.9%	16.3%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	1.1%	0.0%	0.0%
Asian	4.6%	1.1%	1.1%	3.3%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	4.6%	1.1%	1.1%	4.3%	1.1%

<b>Population 18 and Over (2020 Census)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	73	77	57	69	63
Hispanic/Latino	50.7%	35.1%	80.7%	62.3%	77.8%
White	39.7%	62.3%	14.0%	27.5%	22.2%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	1.8%	0.0%	0.0%
Asian	5.5%	1.3%	1.8%	4.3%	0.0%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	4.1%	1.3%	1.8%	5.8%	0.0%

<b>Citizens by Voting Age Population Estimate (2015-2019)</b>					
	<b>Director Area 1</b>	<b>Director Area 2</b>	<b>Director Area 3</b>	<b>Director Area 4</b>	<b>Director Area 5</b>
Population	51	55	32	45	37
Hispanic/Latino	37.3%	25.5%	65.6%	48.9%	67.6%
White	47.1%	70.9%	25.0%	35.6%	29.7%
Black/ African American	0.0%	0.0%	0.0%	0.0%	0.0%
American Indian/ Alaska Native	0.0%	0.0%	0.0%	0.0%	0.0%
Asian	15.7%	3.6%	9.4%	15.6%	2.7%
Native Hawaiian/ Other Pacific Islander	0.0%	0.0%	0.0%	0.0%	0.0%
Other	0.0%	0.0%	0.0%	0.0%	0.0%
Two or More Races	0.0%	0.0%	0.0%	0.0%	0.0%

## **6.A. Business Action Item**



## **BUSINESS ACTION ITEM STAFF REPORT**

---

### **ITEM 6.A. DISCUSSION, REVIEW AND APPROVAL OF THE OUTLINE FOR THE COASTAL HAZARD RESPONSE PLAN.**

#### Discussion:

Jeff Oliveira from Oliveira Environmental Consulting (OEC) will be present at the meeting to discuss the draft Outline of the Coastal Hazard Response Plan (CHRP) for Staff is seeking input from the Board on the Draft Outline.

Enc: Dudek LLC, - Draft Outline of the CHRP



**DRAFT**

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# Coastal Hazard Response Plan

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**MARCH 2022**

*Prepared for:*

**SAN SIMEON COMMUNITY SERVICE DISTRICT**  
111 Pico Avenue  
San Simeon, CA 93452

*Prepared by:*

**DUDEK**

621 Chapala Street  
Santa Barbara, California 93001  
*Contact: John Davis IV*



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John Davis IV  
Project Manager/  
Senior Coastal Ecologist

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Mike Metts  
Principal, Chief Engineer

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DRAFT



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**FIGURE(S)**

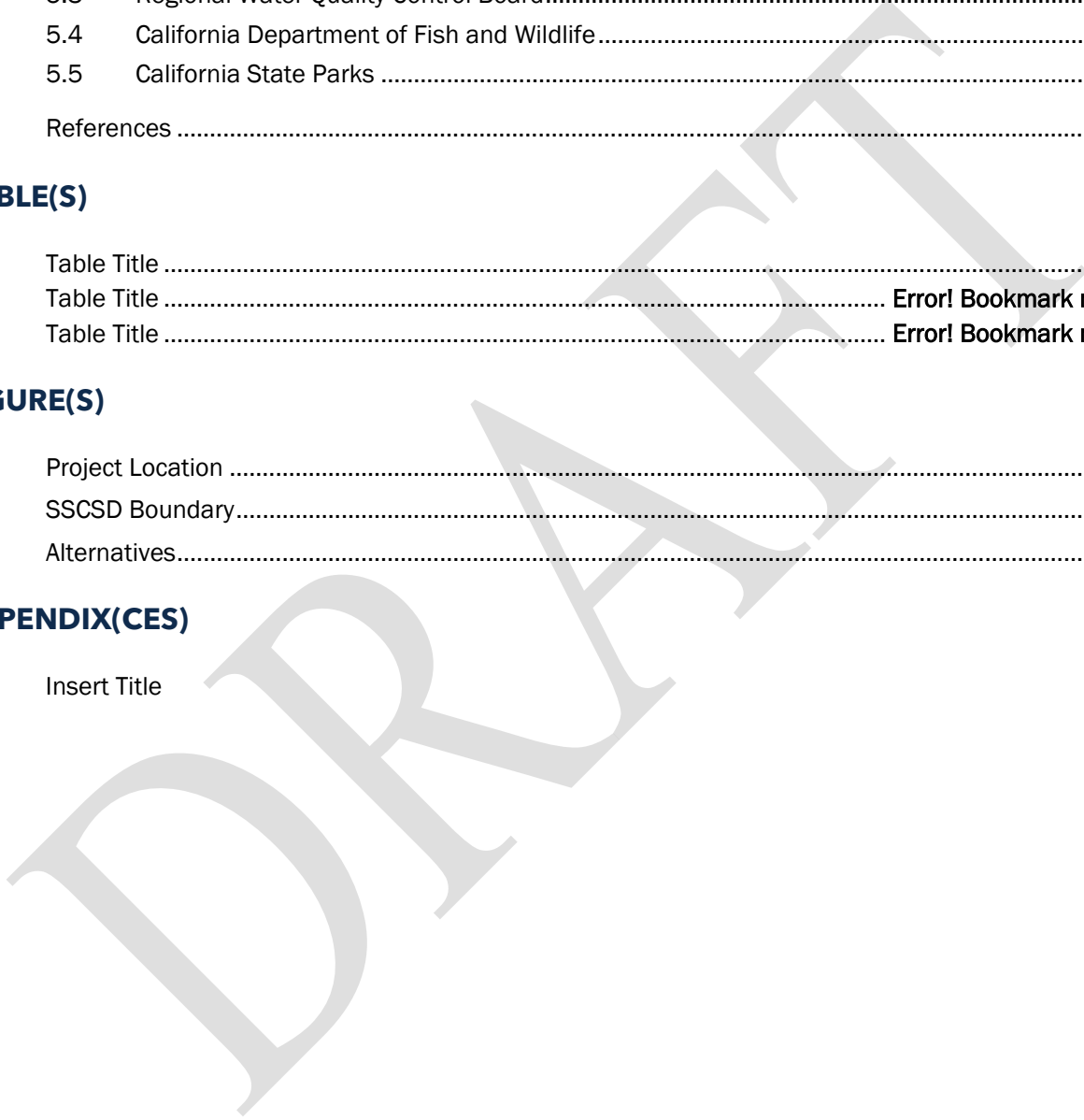
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**APPENDIX(CES)**

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# Acronyms and Abbreviations

Acronym/Abbreviation	Definition [Table Heading (RGB: 15, 43,77)]
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# 1 Introduction

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Figure 1. Project Location

Figure 2. Project Site

## 1.1 Background

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### 1.2.3 History of San Simeon Wastewater Treatment Plan

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### 1.2.4 Conditions of CDP No. 3-19-0020

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## 1.3 Purpose

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### Table 1. Table Title

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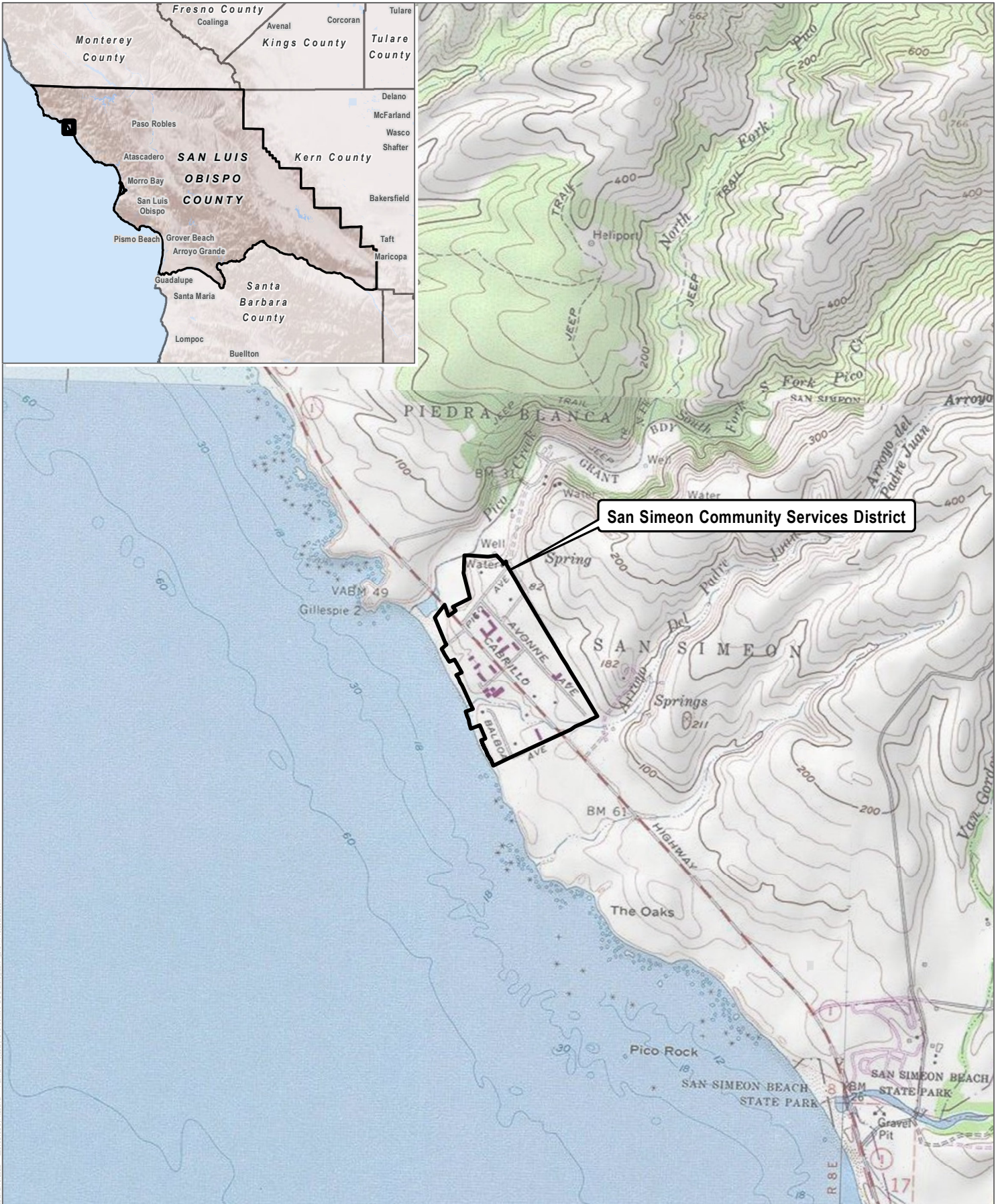
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Table Subheading 2 (White, Background 1, Darker 25%)		Table Subheading 1 (White, Background 1, Darker 35%)	Table Subheading 1 (White, Background 1, Darker 35%)	
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Table Subheading 4 (White, Background 1, Darker 5%)				
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SOURCE: USGS Topological Survey, 7.5-Minute Series

**FIGURE 1**  
Project Location







San Simeon Community Services District

SOURCE: ESRI World Imagery

**DUDEK**



0 190 380 Feet

**FIGURE 2**

**San Simeon Community Service District**

San Simeon Community Service District Wastewater Treatment Plant Alternative Analysis

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## 2 Coastal Hazards Analysis

Body Text.

### 2.1 Overview of Coastal Hazards

Body Text.

#### 2.1.1 Shoreline Erosion

Body Text.

#### 2.1.2 Bluff Erosion

Body Text.

#### 2.1.3 Flooding

Body Text

### 2.2 Sea level Rise Projections

Body Text

#### 2.2.1 Overview of SLR Projections (OPC, CCC 2018 Guidelines)

Body Text

#### 2.2.2 Timing & Probability of Selected SLR Scenarios

Body Text

##### 2.2.2.1 Evaluation of 3.3 feet, 4.9 feet, and 6.6 feet based on 50 year lifespan of relocated facility and risk profile

Body Text

### 2.3 CoSMoS Future Coastal Hazards

Body Text

### 2.3.1 Hazards Maps for SLR Scenario and Alternative Sites

Body Text

### 2.3.2 Potential Vulnerabilities/Hazards at Alternative Sites

Body Text

## 2.4 Conclusion

Body Text

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# 3 Alternative Analysis

Body Text

Figure 3. Alternatives

## 3.1 Alternative A

Body Text

### 3.1.1 Regulatory and Environmental Analysis

Body Text

### 3.1.2 Wastewater Engineering Analysis

Body Text

### 3.1.3 Conclusion

Body Text

## 3.2 Alternative D

Body Text

### 3.2.1 Regulatory and Environmental Analysis

Body Text

### 3.2.2 Wastewater Engineering Analysis

Body Text

### 3.2.3 Conclusion

Body Text

## 3.3 Alternative E

Body Text

### 3.3.1 Regulatory and Environmental Analysis

Body Text

### 3.3.2 Wastewater Engineering Analysis

Body Text

### 3.3.3 Conclusion

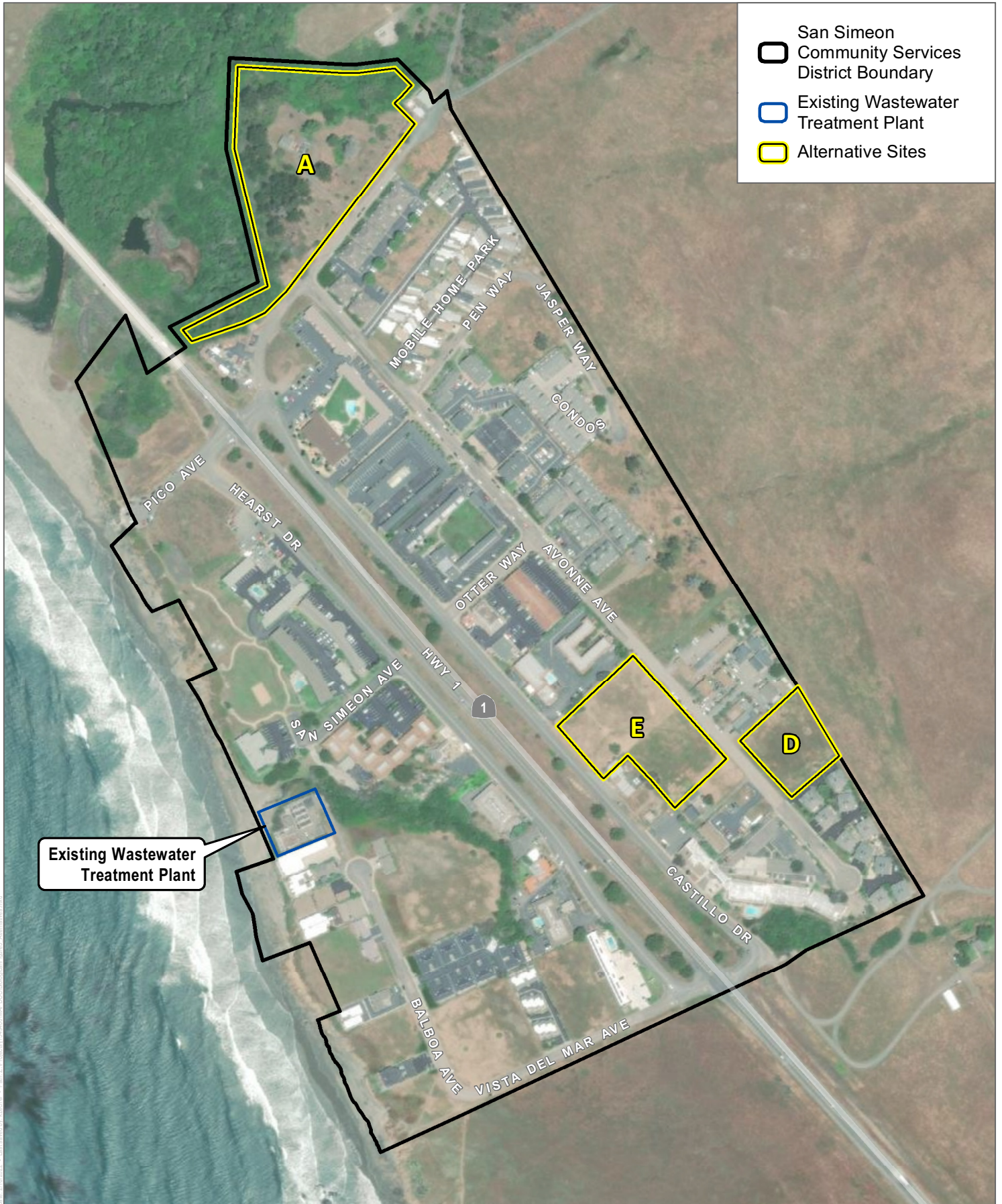
Body Text

## 3.4 Preferred Alternative

Body Text

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SOURCE: NAIP 2020

**DUDEK**



0 195 390 Feet

**FIGURE 3**

**Alternative Sites for the Wastewater Treatment Plant**

San Simeon Community Service District Wastewater Treatment Plant Alternative Analysis

## 4. Relocation Site

Body Text

### 4.1 Permitting (and Potential LCP Amendment)

Body Text

### 4.2 Cost and Funding

Body Text

### 4.3 Timeline of Major Relocation Events

Body Text

### 4.4 Conclusion

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## 5. Agency Coordination

Body Text

### 5.1 County of San Luis Obispo

Body Text

### 5.2 California Coastal Commission

Body Text

### 5.3 Regional Water Quality Control Board

Body Text

### 5.4 California Department of Fish and Wildlife

Body Text

### 5.5 California State Parks

Body Text

**Table 2. Table Title**

Note that the Table Title is included in the first row with no borders so that it can be repeated on subsequent pages (and so that the alignment is consistent for all even if the table won't break pages).

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Table Subheading 2 (White, Background 1, Darker 25%)		Table Subheading 1 (White, Background 1, Darker 35%)	Table Subheading 1 (White, Background 1, Darker 35%)
Table Subheading 3 (White, Background 1, Darker 15%)			
Table Subheading 4 (White, Background 1, Darker 5%)			
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Table Text	Table Text	1	2

Source: Author Date.

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## 6 References

Author(s) or entity(ies). Year of publication. *Title*. Location: Publisher (if available). Full date of publication (if available). Date of access (if online source). URL (if online source).

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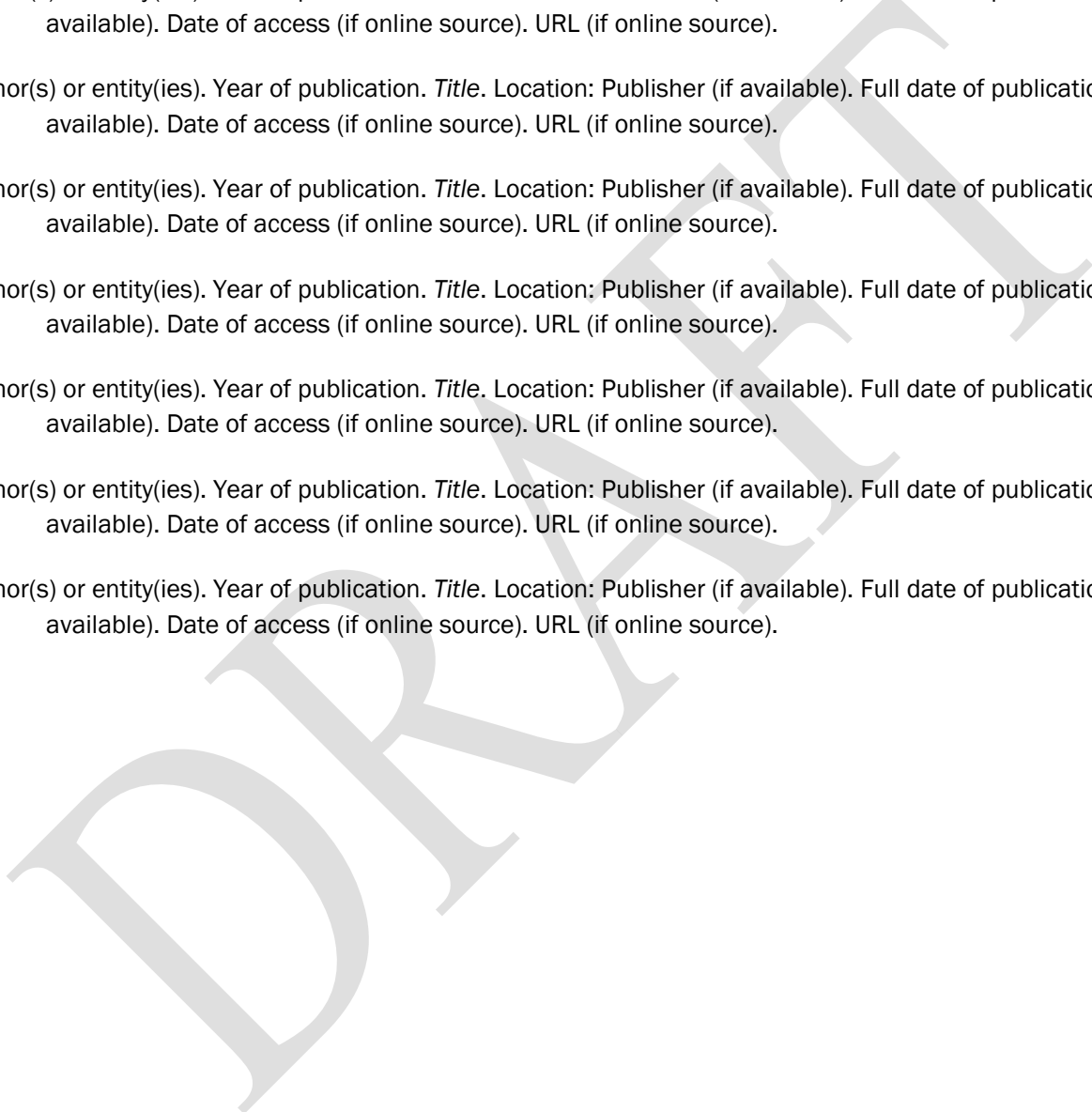
Author(s) or entity(ies). Year of publication. *Title*. Location: Publisher (if available). Full date of publication (if available). Date of access (if online source). URL (if online source).

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**Appendix A**  
Insert Title

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## **6.B. Business Action Item**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 6.B. DISCUSSION, REVIEW AND APPROVAL OF A TEMPORARY CONTRACT WITH OLIVEIRA ENVIRONMENTAL CONSULTING TO PERFORM GENERAL SERVICES NOT TO EXCEED THE AMOUNT OF \$10,000.00.**

#### Summary:

On March 12, 2021 a contract for services was executed with Oliveira Environmental Consulting to provide general services to the District. The current contract expires on March 31, 2022. GES Staff is asking that the Board to extend the OEC contract for a period of ninety days to allow additional time for GES to perform a formal request for proposal process. The temporary contract would begin April 1 and would end June 30, 2022.

#### Discussion:

Oliveira Environmental Consulting (OEC) is currently assisting the District with a multitude of projects such as the Coastal Hazard Response Plan, creation of an RFP for the Pipe Bridge Replacement, and repair of the Pico Stairs. A disruption in this work product or switching vendors in the middle of these projects could potentially be problematic for the community.

Section 19.03 B. of the current purchasing policy states the following:

- a. Solicitation of Three Written Bids or Requests for Proposals for Expenditures Exceeding \$10,000 but Not Exceeding \$50,000**

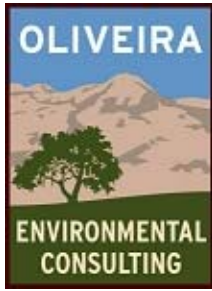
When any expenditure is expected to exceed \$10,000, but not exceed \$50,000, the General Manager, or said designee, shall solicit a minimum of three (3) vendors or contractors to submit written bids or proposals. Written entries documenting that three written proposals were solicited shall be noted by the General Manager in the project file. There may be special circumstances, however, when fewer than three (3) vendors are available to submit a proposal or fewer than three (3) vendors submit proposals. In such cases, the General Manager shall justify the reason(s) three vendors could not be solicited with written documentation retained in the project file.

Possible Options:

- 1) The Board may choose to approve the temporary contract extension for the period of 90 days.
- 2) The Board may choose to decline the temporary contract extension.

Enc: Proposal from OEC  
Existing Contract with OEC





3155 Rose Avenue  
San Luis Obispo, CA 93401  
(805) 234-7393  
jeffo@olive-env.com  
www.olive-env.com

January 27, 2022

Gwen Kellas, Chairperson  
San Simeon Community Services District  
Board of Directors  
111 Pico Avenue  
San Simeon, CA 93452

**Subject: Agreement for Providing Permitting Support, Regulatory and Jurisdictional Agency Coordination, Environmental Services, Project Management and Support on an As-Needed Basis**

Dear Gwen:

Thank you for the opportunity to assist the San Simeon Community Services District (SSCSD) with on-call project permitting support, regulatory and jurisdictional agency coordination, environmental services, project management and general support services for SSCSD projects on an as-needed basis. In response to your request, Oliveira Environmental Consulting LLC (OEC) is pleased to submit this proposal for providing on-call support services for SSCSD projects.

With over 20 years of experience which includes regulatory agency permitting coordination and environmental impact analysis for local agency projects, as well as technical reporting and multi-agency coordination for projects in multiple jurisdictions and coastal communities, including multiple years of service with the SSCSD, we look forward to the opportunity to continue applying our experience by bringing value-added assistance in support of ongoing SSCSD project management efforts. OEC would be pleased to provide further information regarding our qualifications, including professional resumes, upon request.

**Organization and Subcontractors:** Although Oliveira Environmental Consulting LLC proposes to work independently, OEC is in a position to assemble a multi-disciplinary team of highly qualified professionals who are accomplished experts in a variety of planning and environmental issues as any particular project might demand. OEC has excellent working relationships with many consulting firms in the region. We believe this capability provides OEC with the flexibility needed to meet any need depending on the project. Although the majority of projects are not likely to require the use of subcontractors, we feel that if the need should arise for project-specific assistance, we could apply additional assistance on an as-needed basis.

Jeff Oliveira will be the principal manager of any contracts initiated on behalf of OEC. SSCSD staff would continue to work directly with Jeff, ensuring the highest quality management and experience is applied to a given project.

**Scope of Services:** In accordance with your request, Oliveira Environmental Consulting LLC is pleased to assist SSCSD staff with the management of project permitting and regulatory coordination, environmental services, project management and staff support services for various projects on an as-needed basis.

The tasks below are intended to provide the initial steps necessary for meeting project requirement tasks associated with SSCSD projects (including but not limited to projects such as the SSCSD Wastewater Treatment Facility Riprap Notice of Violation). The following is an example of the on-call services likely requested based on our experience working with the SSCSD over the years. However, it should be noted that additional tasks in accordance with OEC expertise will be available for SSCSD staff assistance as well.

- Review of existing documents prepared for a given project and research necessary to address information needs (including, but not limited to company project permit applications, staff reports, project maps, digital and GIS files, exemplary projects, applicable agency regulations, etc.);
- Coordination and communication between other agencies, consultants and organizations involved in any given project to ensure timely completion of project milestones, information requests, facilitating and coordinating project approvals through multiple agencies, ongoing efforts before and after submittal of the permit application packages. This task includes the time for continued support and coordination with project team members and the agencies to address questions and requests for clarifications and additional information. This task is also intended to cover meetings with the project team. Project management includes client and project team communications, meetings, and contract administration.
- Project permitting management (includes coordination and communication with the local lead agencies to determine any needs for environmental determinations and land use permits, assistance with any permit applications needed, and the review of applicable ordinances, General Plans, policies and codes for project consistency and permit needs);
- Project management duties. This includes attendance at meetings and hearings to support the project permitting process, communication with SSCSD staff, response to comments and questions as applicable, site visits to assess any environmental constraints, establishing timetables for milestone completion, coordination of multi-disciplinary subcontractor teams to ensure completion of technical reports, etc.;
- Grant Application and Implementation Support. This task includes continuing to support SSCSD staff with various grant funding applications, information requests from funding agencies, communications, environmental report preparation as required, application

coordination, and coordination of condition compliance requirements for approved projects;

- **Additional Tasks.** This includes the creation of original technical reports needed for local lead agency and regulatory agency permitting, synthesis of existing studies and reports into succinct documents to meet agency permit application needs, preparation of environmental constraints analysis to assist PXP staff and regulatory agencies with project planning and efficient environmental review.

**Pricing and Invoicing:** Oliveira Environmental Consulting LLC understands that some projects would involve preparation of specific proposals on a project-by-project basis, the costs and scope of such projects would be verified through the SSCSD prior to project initiation. However, certain SSCSD tasks (especially time-sensitive tasks) would benefit from our ability to start assisting staff right away. As such, the purpose of this proposal is to provide the SSCSD with the ability to engage OEC services quickly, on a time and materials basis as stipulated herein.

Under this agreement, work orders would typically be invoiced on a time and materials basis and/or deliverables with a not-to-exceed agreement and submitted on a monthly basis as needed. OEC's Fee Schedule is as follows: Principal Environmental Planner \$115/hour; Senior Project Manager \$95/hour; Assistant Project Manager \$85/hour, GIS Specialist and Administrative Staff \$75/hour. However, it is important to know that this rate is flexible based on the needs of the SSCSD and can be lowered to meet the demands of a given project or budget (especially long-term projects with extended time frames). Any use of subcontractors or reimbursable expenses would be billed at a cost plus 15%.

Document production costs are estimated in advance of production on a per unit basis. Vehicle mileage will be reimbursable consistent with the Federal rate allowable by the IRS in the current year. OEC invites any comments on this proposal and will make changes as requested.

Thank you for considering Oliveira Environmental Consulting LLC for your staff support needs. If you have any questions about this scope of services, please feel free to contact me anytime at 805-234-7393 (jeffo@olive-env.com). To authorize this proposal, please sign and return a copy of this letter to Oliveira Environmental Consulting LLC.

Sincerely,



**Jeff Oliveira, Principal Environmental Planner**  
Oliveira Environmental Consulting

*Proposal Authorized by:*

---

Name, Title

Date

## **AGREEMENT FOR CONSULTANT SERVICES**

This **AGREEMENT FOR CONSULTANT SERVICES** ("Agreement") is made and effective as of March 12, 2021 (the "Effective Date"), between Oliveira Environmental Consulting ("Consultant"), and the SAN SIMEON COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

### **1. TERM**

This Agreement shall commence on the Effective Date and shall remain in effect through March 31, 2022.

### **2. SERVICES**

Consultant shall perform the tasks described in Consultant's proposal for Professional Services (the "Proposal") attached hereto as Exhibit "A" and incorporated herein by this reference. To the extent that any of the terms of this Agreement conflict or contradict terms contained in the Proposal, the terms of this Agreement shall control.

### **3. PERFORMANCE**

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

### **4. AGREEMENT ADMINISTRATION**

District's General Manager or Chairperson shall represent District in all matters pertaining to the administration of this Agreement. Jeff Oliveira shall represent Consultant in all matters pertaining to the administration of this Agreement.

### **5. PAYMENT**

The District agrees to pay Consultant in accordance with the Proposal set forth in Exhibit A. Consultant agrees that in no event will the total amount of money paid to Consultant for services contemplated by this Agreement exceed the sum of see Exhibit B, Consultant's rate sheet unless otherwise first approved in writing by the District. Invoices will be submitted monthly, and payment is due within 45 calendar days from receipt of invoice.

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

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

(b) The Consultant may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the District at least ten (10) days prior written notice.

(c) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant for the actual work performed up to the time of termination, Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice and all relevant work product up to the date of termination to the District pursuant to Section 5.

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

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

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.
- (d) Completion of the services as described in Section 2.

8. **DEFAULT OF CONSULTANT**

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

(b) If the General Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure

the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting

principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

## 11. INDEMNIFICATION

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

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

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

12. **INSURANCE**

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

13. **INDEPENDENT CONSULTANT**

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

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

14. **UNDUE INFLUENCE**

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

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

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



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

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

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

17. **NOTICES**

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

To District Counsel: Jeffrey Minnery, District Counsel  
Adamski Moroski Madden Cumberland & Green, LLP  
P.O. Box 3835  
San Luis Obispo, CA 93403

To Consultant: Oliveira Environmental Consulting  
3155 Rose Avenue  
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **TIME**

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

22. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

23. **AMENDMENTS**

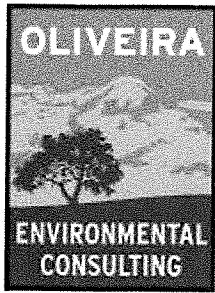
Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

EXHIBIT A

CONSULTANT'S PROPOSAL



3155 Rose Avenue  
San Luis Obispo, CA 93401  
(805) 234-7393  
jeffo@olive-env.com  
www.olive-env.com

March 1, 2021

Gwen Kellas, Chairperson  
San Simeon Community Services District  
Board of Directors  
111 Pico Avenue  
San Simeon, CA 93452

**Subject: Agreement for Providing Permitting Support, Regulatory and Jurisdictional Agency Coordination, Environmental Services, Project Management and Support on an As-Needed Basis**

Dear Gwen:

Thank you for the opportunity to assist the San Simeon Community Services District (SSCSD) with on-call project permitting support, regulatory and jurisdictional agency coordination, environmental services, project management and general support services for SSCSD projects on an as-needed basis. In response to your request, Oliveira Environmental Consulting LLC (OEC) is pleased to submit this proposal for providing on-call support services for SSCSD projects.

With over 20 years of experience which includes regulatory agency permitting coordination and environmental impact analysis for local agency projects, as well as technical reporting and multi-agency coordination for projects in multiple jurisdictions and coastal communities, including multiple years of service with the SSCSD, we look forward to the opportunity to continue applying our experience by bringing value-added assistance in support of ongoing SSCSD project management efforts. OEC would be pleased to provide further information regarding our qualifications, including professional resumes, upon request.

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environmental services, project management and staff support services for various projects on an as-needed basis.

The tasks below are intended to provide the initial steps necessary for meeting project requirement tasks associated with SSCSD projects (including but not limited to projects such as the SSCSD Wastewater Treatment Facility Riprap Notice of Violation). The following is an example of the on-call services likely requested based on our experience working with the SSCSD over the years. However, it should be noted that additional tasks in accordance with OEC expertise will be available for SSCSD staff assistance as well.

- Review of existing documents prepared for a given project and research necessary to address information needs (including, but not limited to company project permit applications, staff reports, project maps, digital and GIS files, exemplary projects, applicable agency regulations, etc.);
- Coordination and communication between other agencies, consultants and organizations involved in any given project to ensure timely completion of project milestones, information requests, facilitating and coordinating project approvals through multiple agencies, ongoing efforts before and after submittal of the permit application packages. This task includes the time for continued support and coordination with project team members and the agencies to address questions and requests for clarifications and additional information. This task is also intended to cover meetings with the project team. Project management includes client and project team communications, meetings, and contract administration.
- Project permitting management (includes coordination and communication with the local lead agencies to determine any needs for environmental determinations and land use permits, assistance with any permit applications needed, and the review of applicable ordinances, General Plans, policies and codes for project consistency and permit needs);
- Project management duties. This includes attendance at meetings and hearings to support the project permitting process, communication with SSCSD staff, response to comments and questions as applicable, site visits to assess any environmental constraints, establishing timetables for milestone completion, coordination of multi-disciplinary subcontractor teams to ensure completion of technical reports, etc.;
- Grant Application and Implementation Support. This task includes continuing to support SSCSD staff with various grant funding applications, information requests from funding agencies, communications, environmental report preparation as required, application coordination, and coordination of condition compliance requirements for approved projects;
- Additional Tasks. This includes the creation of original technical reports needed for local lead agency and regulatory agency permitting, synthesis of existing studies and reports into succinct documents to meet agency permit application needs, preparation of environmental constraints analysis to assist PXP staff and regulatory agencies with project planning and efficient environmental review.

**Pricing and Invoicing:** Oliveira Environmental Consulting LLC understands that some projects would involve preparation of specific proposals on a project-by-project basis, the costs and scope of such projects would be verified through the SSCSD prior to project initiation. However, certain SSCSD tasks (especially time-sensitive tasks) would benefit from our ability to start assisting staff right away. As

such, the purpose of this proposal is to provide the SSCSD with the ability to engage OEC services quickly, on a time and materials basis as stipulated herein.

Under this agreement, work orders would typically be invoiced on a time and materials basis and/or deliverables with a not-to-exceed agreement and submitted on a monthly basis as needed. OEC's Fee Schedule is as follows: Principal Environmental Planner \$115/hour; Senior Project Manager \$95/hour; Assistant Project Manager \$85/hour, GIS Specialist and Administrative Staff \$65/hour. However, it is important to know that this rate is flexible based on the needs of the SSCSD and can be lowered to meet the demands of a given project or budget (especially long-term projects with extended time frames). Any use of subcontractors or reimbursable expenses would be billed at a cost plus 15%.

Document production costs are estimated in advance of production on a per unit basis. Vehicle mileage will be reimbursable consistent with the Federal rate allowable by the IRS in the current year. OEC invites any comments on this proposal and will make changes as requested.

Thank you for considering Oliveira Environmental Consulting LLC for your staff support needs. If you have any questions about this scope of services, please feel free to contact me anytime at 805-234-7393 (jeffo@olive-env.com). To authorize this proposal, please sign and return a copy of this letter to Oliveira Environmental Consulting LLC.

Sincerely,



**Jeff Oliveira, Principal Environmental Planner**  
Oliveira Environmental Consulting

*Proposal Authorized by:*

---

*Name, Title*

*Date*

## **6.C. Business Action Item**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 6.C. DISCUSSION AND DIRECTION REGARDING THE CREATION OF A DISTRICT ORDINANCE TO ADDRESS CAMPING ON DISTRICT OWNED STREETS WITHIN SAN SIMEON.**

#### Summary:

Ordinance No. 122 was adopted by the Board during the February 8, 2022 Board meeting. The adopted Ordinance is included as part of the Board packet. During the public hearings there was discussion from the Board regarding community concerns over camping on District streets. This item was placed on the agenda to allow for further Board discussion on this matter.

#### Discussion:

Ordinance No. 122 addresses parking permits for recreational vehicles on District owned streets. During the previous meetings, one of the possible outcomes that was presented was to direct staff to work with Bruce Gibson's office to have the county-maintained frontage roads added to the existing camping ordinance that the County recently adopted. However, this would not address the issues that have been occurring on District owned streets (Penn, Avonne, Pico, Otter, Balboa, and Vista del Mar).

#### Recommendation:

Staff is requesting direction from the Board on this matter.

Enc: District Ordinance No. 122



**ORDINANCE NO. 122**  
**AN ORDINANCE OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**REGARDING PARKING REGULATIONS**

**WHEREAS**, unauthorized overnight parking of vehicles on public property by individuals has caused, and continues to cause, a disturbance of the peace and general welfare of the community; and

**WHEREAS**, by this Ordinance, the San Simeon Community Services District (“District”) desires to establish uniform rules regarding overnight vehicular parking within District boundaries; and

**WHEREAS**, the District finds that the use of District streets, rights of way, and other similar property for vehicular parking, especially when used on a long-term basis, is inappropriate and incompatible with the intended purpose of such facilities (i.e. such use interferes with the public’s use).

**NOW, THEREFORE, BE IT ORDAINED** by the San Simeon Community Services District that the District does hereby repeal Ordinance 107 and adopts the following Ordinance 122:

**SECTION 1: REPEAL and ADOPT**

Ordinance 107 is hereby repealed, and this Ordinance 122 is adopted.

**SECTION 2: PURPOSE**

The streets and public areas within the District should be readily accessible and available to residents and the public at large. The use of these areas for overnight vehicular parking interferes with the rights of others to use the areas for which they were intended. Such activity can constitute a public health and safety hazard which adversely impacts the community. The purpose of this chapter is to maintain public areas within the District in a clean, sanitary, and accessible condition and to adequately protect the health, safety, and public welfare of the community. Nothing in this Ordinance is intended to interfere with otherwise lawful and ordinary uses of public property.

**SECTION 3: DEFINITIONS**

As used in this Ordinance, the following words and phrases have the meanings set forth in this section, unless the context in which any such word or phrase is used clearly requires another meaning:

- A. “District Public Property” means any publicly owned property within the District, including but not limited to Streets (as defined).
  
- B. “Recreational Vehicle” means recreational vehicle as defined in Health and Safety Code section 18010, semi-trailer as defined in Vehicle Code section 550, trailer as defined in Vehicle Code section 630, trailer coach as defined in Vehicle Code section 635, trailer bus

as defined in Vehicle Code section 636, a truck tractor as defined in Vehicle Code section 655, or any of the following:

1. "Travel trailer" means a vehicular portable structure built on a chassis designed to be used as a temporary dwelling for camping, travel, recreational, and vacation uses permanently identified as a travel trailer by the manufacturer;
  2. "Camper" means a structure designed primarily to be mounted upon a motor vehicle and with sufficient facilities to render as suitable for use as a temporary dwelling for camping, travel, recreational, and vacation purposes;
  3. "Motorized home" means a portable, self-contained dwelling designed and constructed as an integral part of a self-propelled vehicle; and
  4. "Full tent trailer" means a canvas folding structure mounted on wheels and designed for camping, travel, recreational, and vacation use.
- C. "Street(s)" means the following streets within the District: Jasper Way, Penn Way, Avonne Avenue, Balboa Avenue, Pico Avenue, Vista Del Mar, Otter Way, and any other public roads, alleys, or rights-of-way of the District.
- D. "Trailer" means a structure or similar conveyance designed to be drawn, carried or towed by a Vehicle or required to be registered with the State of California.
- E. "Vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

**SECTION 4: POSTING OF NOTICE**

Appropriate signs or markings giving adequate notice of the restrictions provided for in this Ordinance shall be placed upon the affected Streets and District Public Property. Notice of removal of Vehicles, Recreational Vehicles, and Trailers for violation of this Ordinance shall also be provided.

**SECTION 5: NO VEHICLE PARKING FOR MORE THAN SEVENTY-TWO HOURS**

Pursuant to California Vehicle Code section 22507, no motor Vehicle or Trailer, whether operational or non-operational for any reason, shall be parked or left standing upon any Street or District Public Property for seventy-two or more consecutive hours. When a Vehicle or Trailer is parked or left standing upon a Street or District Public Property for seventy-two or more consecutive hours, the District may remove such Vehicle or Trailer or cause the same to be removed without notice. Any such Vehicle or Trailer left standing for such period shall be deemed to have been abandoned by the registered owner.

**SECTION 6: PARKING OF BROKEN DOWN, WRECKED, AND UNREGISTERED VEHICLES**

No person shall park or stand or permit to remain for a longer period than two (2) hours on any Street or District Public Property, any motor vehicle that is wrecked, broken down, or incapable

of operating under its own power, or any Vehicle or Recreational Vehicle that is not registered with appropriate fees having been paid pursuant to the California Vehicle Code.

### **SECTION 8: PARKING OF RECREATIONAL VEHICLES**

No Recreational Vehicle shall be parked or left standing between the hours of midnight and 6:00 a.m. upon any Street unless a permit has first been issued therefor by the General Manager of the District or an authorized representative of the District.

### **SECTION 9: PERMITS FOR RECREATIONAL VEHICLES**

Notwithstanding Section 8, a Recreational Vehicle may be parked on any Street if a 72-hour parking permit is issued pursuant to this section. The purpose of a parking permit is to allow users of a Recreational Vehicle to park adjacent to their residences or businesses to load and unload and to allow out-of-town visitors to park in front of the residence which they are visiting for a limited period of time. The provisions of this section shall not supersede any covenants, conditions and restrictions or other private agreements. The terms of such parking permit shall be as follows:

- A. Issuance of Permit. Parking Permits shall be issued by the General Manager, or designee, upon receipt of an application on a form the District shall establish for that purpose. Any resident of the District may obtain a parking permit authorizing such a Recreational Vehicle to park in front of their residence or place of business. Any out-of-town visitor of a residence may obtain a parking permit authorizing the visitor to park such Recreational Vehicle in front of such residence, but may not reside in that Recreational Vehicle overnight while it is so parked, or run water, waste or power lines to the Recreational Vehicle over a public right of way. For purposes of this section, "out-of-town visitor" means any person who does not reside in the District.
- B. Description of Permit; display. The parking permit shall include the license number of the Recreational Vehicle authorized to be parked, the date of issuance, the time period the parking permit is valid, and the telephone number of the applicant. Such permit shall be taped to the Recreational Vehicle on the inside of the driver's side window and be clearly visible to District staff and the public.
- C. Duration and renewal. The parking permit shall be valid for 72 hours. Upon expiration of a parking permit issued under this section, the applicant may apply for and be granted a parking permit if the applicant still qualifies under the conditions set forth herein. In no event shall more than two (2) parking permits be issued to an applicant within a thirty-day period.

### **SECTION 10: VIOLATIONS AND PENALTIES**

Any person who is in violation of any provision of this Ordinance shall be issued a citation by the General Manager, or designee, in the following amounts:

- A. A fine not exceeding fifty dollars (\$50) for a first violation;
- B. A fine not exceeding one hundred dollars (\$100) for a second violation of this Ordinance within one year;

C. A fine not exceeding two hundred fifty dollars (\$250) for each additional violation of this Ordinance within one year.

Furthermore, pursuant to section 22651 of the California Vehicle Code, any Vehicle, Trailer, or Recreational Vehicle left standing on any Street in violation of this Ordinance may be removed from the Street. Any person whose Vehicle, Recreational Vehicle, or Trailer has been towed away under this Ordinance will be responsible for paying any District costs and/or towing costs directly to the towing company in order to reclaim the Vehicle, Recreational Vehicle, or Trailer.

**SECTION 11: SEVERABILITY**

If any subdivision, paragraph, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforcement of the remaining portions of this Ordinance, or of any other provisions of other ordinances of the District. It is the District's express intent that each remaining portion would have been adopted irrespective of the fact that one or more subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid or unenforceable.

**SECTION 12: EFFECTIVE DATE**

This Ordinance shall become effective thirty (30) days after adoption.

**SECTION 13: PUBLICATION**

A summary of this Ordinance shall be published in a newspaper of general circulation and a certified copy of the full text of the proposed Ordinance shall be posted in the office of the District at least five days prior to the meeting at which the proposed Ordinance is to be adopted. Within fifteen days after adoption of the Ordinance, the governing body shall publish a summary of the Ordinance with the names of those members voting for and against the ordinance and shall post in the office of the district a certified copy of the full text of the adopted Ordinance along with the names of those members voting for and against the Ordinance.

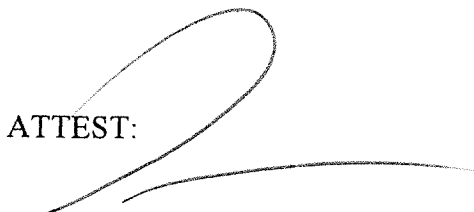
This Ordinance was passed and adopted at a meeting of the Board of Directors of the San Simeon Community Services District on February 8, 2022, upon motion by Chairperson Kellas and seconded by Director Donahue by the following roll call vote:

Chairperson Kellas: yes      Director De La Rosa: yes      Director Giacoletti: yes

Director Donahue: yes      Director Reinstein: absent

  
\_\_\_\_\_  
Gwen Kellas, Chairperson

ATTEST:



---

Charles Grace  
Secretary/General Manager

APPROVED AS TO FORM:



---

Jeffrey A. Minnery  
District Counsel

## **6.D. Business Action Item**



## **BUSINESS ACTION ITEM STAFF REPORT**

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### **ITEM 6.D. APPROVAL OF HARBOR OFFSHORE INC., TO PERFORM AN INSPECTION OF THE RESERVOIR NOT TO EXCEED THE AMOUNT OF \$4,900.00.**

#### Summary:

Per AWWA standards it is recommended that the reservoir be inspected every three to five years. The last inspection occurred in 2020. Given the age of the reservoir the Board may choose to have an inspection performed more frequently.

#### Recommendation:

GES Staff Harbor Offshore Inc. to obtain a quote on inspection of the water reservoir. The Purchasing Policy states the following:

#### **D. Expenditures Not Exceeding \$5,000**

The General Manager, or said designee, shall obtain competitive cost information, whenever reasonably feasible, for any District purchase even though formal cost quotations are not required for goods or services costing \$5,000 or less. The General Manager shall approve the payment.

#### Possible Outcomes:

- 1) The Board can authorize the work.
- 2) The Board can choose not to authorize the work.

Enc: Proposal from Harbor Offshore Inc.



A Proposal Prepared for:

## San Simeon Reservoir Tank Cleaning and Inspection

### San Simeon CSD

**Bid Date: 2/16/2022**

**Revision: X**

Prepared By: **Merril Collins**  
Diving Superintendent/Estimator  
**Harbor Offshore, Inc.**  
6420 Goodyear Rd.  
Benicia, CA 94510  
Mobil: 707-759-0243  
[mcollins@harboroffshoreinc.com](mailto:mcollins@harboroffshoreinc.com)



CA Contractors License #: 742617 Class A



#### CONFIDENTIALITY STATEMENT:

The following Proposal contains information that is confidential and propriety. This Proposal may not be distributed, reproduced in whole or in part, for any other purpose than evaluation, without prior written consent of Harbor Offshore, Inc.

**Harbor Offshore, Inc.**

📍 4411 Dupont Court, Suite 130  
Ventura, CA 93003

📞 (805) 639-2205

🌐 [www.harboroffshoreinc.com](http://www.harboroffshoreinc.com)



2/16/2022  
Charles Grace  
San Simeon CSD  
111 Pico Avenue  
San Simeon, CA 93452  
805-927-4778  
cgrace@graceenviro.com

RE: San Simeon Reservoir Tank Cleaning and Inspection

Charles Grace,

Harbor Offshore, Inc. (HOI) is pleased to submit this Proposal for the **San Simeon Reservoir Tank Cleaning and Inspection** project. HOI has a professional staff in place and looks forward to working with San Simeon CSD on this project. HOI will comply with all federal, state, and local regulations that pertain to commercial diving and marine construction. If additional information or clarification is required, please do not hesitate to contact us.

Respectively Submitted,

**Lauren Collins**



Operations Manager/Estimator  
Diving and Marine Construction  
Harbor Offshore, Inc.  
Mobil: (707) 389-0678  
Email: [Lcollins@harboroffshoreinc.com](mailto:Lcollins@harboroffshoreinc.com)



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# 1 HARBOR OFFSHORE, INC. INTRODUCTION

## 1.1 Company Profile

Harbor Offshore, Inc. (HOI) was founded in 1997 as a commercial diving contractor in Ventura/Santa Barbara, CA. HOI has grown and provides industry leading professionals on a vast array of projects all over the world. HOI's team, with their broad range of expertise, thrives on undertaking challenging marine construction projects. The varying specialty niches of our personnel, has allowed HOI to branch out into other fields, but the common theme being maritime:

- Commercial Diving and Marine Construction
- Subsea Cable Installations and Burials
- Port Security Barriers



Figure 1: HOI Submarine Cable Installation

HOI has supported and completed some of the foremost marine construction projects in all three niches throughout the United States of America for the US Navy, USACE, Bureau of Reclamation, USGS, USCG, BIA, and most major commercial waterfront facilities. Globally, HOI is actively engaged in foreign countries with Port Security Barrier Installations, as well as Submarine Cabling. HOI has provided Commercial Diving services abroad, both privately and for differing government entities.

HOI's core theater of operations focuses regionally in the western United States with two offices in California, and two in the state of Washington. Having equipment staged in these different locations enables HOI to respond timely with minimal costs.

## 1.2 Experience and Qualifications

HOI staffing within the three in-house divisions, can provide services including, but not limited to the following:



Figure 2: HOI Diver Burning Sheet Wall

- Diamond Wire Sawing and Concrete Demolition
  - Pier Repairs and Inspections
  - Submarine Cable Installations and Burials
  - U/W Burning and Wet Welding
  - Debris Removal/Disposal
  - Anode Installations
  - Dredging and Jetting
  - Scour Interventions
  - Pile Repairs
  - Bridge Retrofits
  - U/W Coatings
  - Offshore Marine Installation Maintenance and
- Marine Growth Cleanings
  - Bridge Retrofits and Inspections

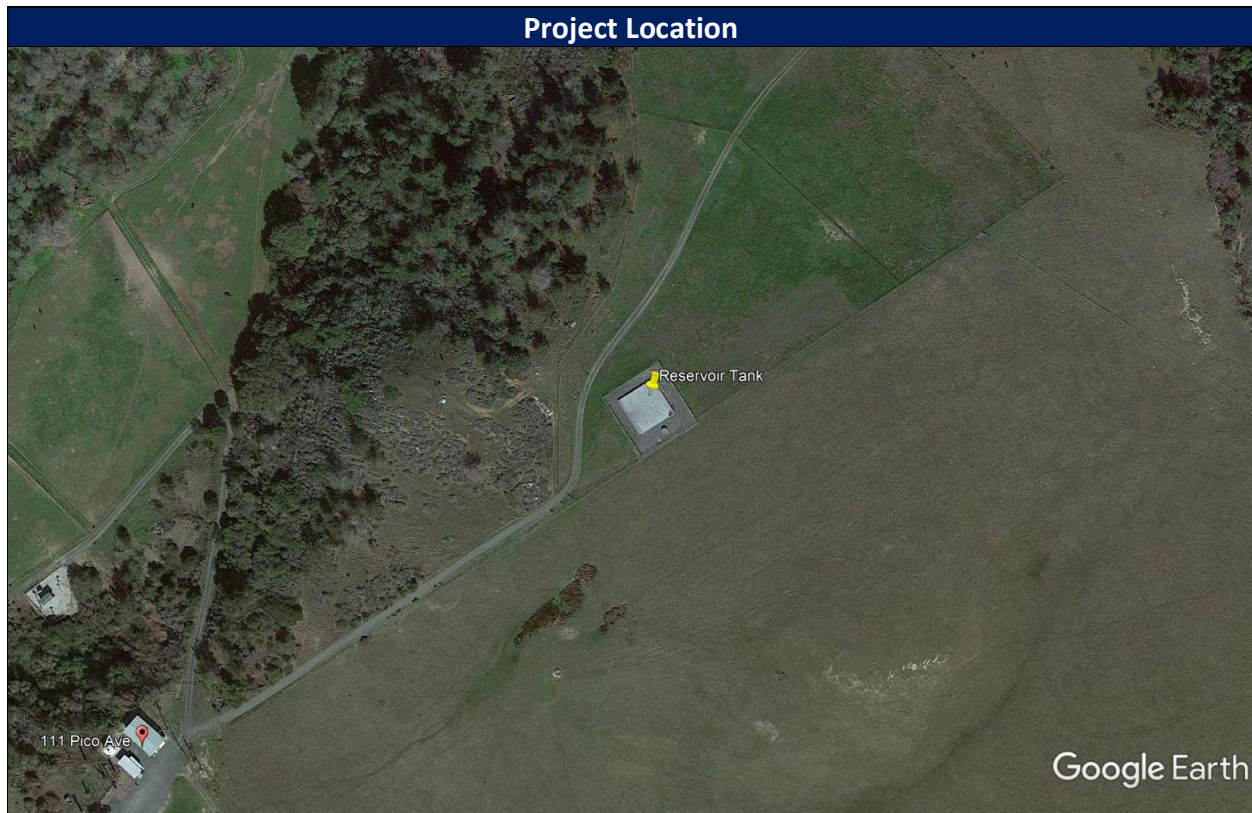
- Raw Water Intake System Installations and Modifications
- U/W Coatings
- Port Security Barrier Installation and Maintenance
- Sluice Gate Replacements
- Hydroelectric Dam Demolition, Installation, and Retrofits
- Fish Bypass Demo and Installations
- Bathymetric Surveys
- Shoreline Erosion and Retention
- Placement of U/W Concrete and Grout
- Outfall Installation and Repairs
- Potable Water Reservoir Cleanings and Inspections
- Non Destructive Testing
- Oil and Gas Pipeline Installations and Repairs
- ROV Surveys



Figure 3: HOI's Port Security Barrier

## 2 PROJECT OVERVIEW

<b>Customer:</b>	San Simeon CSD	<b>Start Date:</b>	TBD
<b>Location:</b>	San Simeon, CA	<b>Completion Date:</b>	TBD
<b>Work Schedule:</b>	(1) 8-hour shift; M-F	<b>Shift Start Time:</b>	0700



### 3 SCOPE OF WORK

#### 3.1 Mobilization/Demobilization

##### 3.1.1 *Includes the following:*

- 3.1.1.1 Diving and Safety Submittals
- 3.1.1.2 Mobilization of labor, equipment, and materials:
  - 3-Man ADCI certified dive team
  - Surface supplied air diving system
  - U/W Video
  - Dive trailer
  - Potable Water Diving Equipment
  - Decontamination Equipment
  - Dredging Equipment
- 3.1.1.3 Demobilization and site cleanup

##### 3.1.2 *Excludes the following:*

- 3.1.2.1 Delays caused by others

#### 3.2 Reservoir Inspection/Cleaning

##### 3.2.1 *Includes the following:*

- 3.2.1.1 Detailed visual inspection of the 150,000 USG concrete lined reservoir including exterior and interior conditions, floor, walls, liner and cover interior
- 3.2.1.2 Cleaning and removal of any sediment or debris located on the floor of the reservoir into dewatering sediment bags
- 3.2.1.3 Detailed inspection report of inspection findings including repair recommendations, still photos and a flash drive containing the dive video

##### 3.2.2 *Excludes the following:*

- 3.2.2.1 Disposal of debris removed from reservoir
- 3.2.2.2 Delays caused by others

### 4 PRICING SUMMARY

HARBOR OFFSHORE - PRICING SUMMARY			
Description	Unit Price	UOM	Subtotal
Mobilization/Demobilization (Per Occurrence)	\$ 676.00	LS	\$ 676.00
Reservoir Inspection and Cleaning	\$ 4,216.00	LS	\$ 4,216.00
	<b>Extended Total =</b>		<b>\$ 4,892.00</b>

General Notes:

- Third Party costs will be billed at cost plus 15% unless mentioned above.
- San Simeon CSD to provide sufficient access to and from the work site.
- Payment/Performance Bonding available upon request for an additional cost.
- Pricing does not include any engineering, permits, and environmental controls such as (but not limited to) the following:
  - Turbidity monitoring
  - Onsite biologist
  - Water Quality BMP's
- Pricing excludes site security.
- Pricing is valid until 7/1/2022.

**5 ACCEPTANCE OF SCHEDULE**

HOI will submit invoicing not more than thirty (30) calendar days for the work and San Simeon CSD shall make payment for all undisputed portions of any invoice within thirty (30) calendar days after receipt of the invoice. If San Simeon CSD reasonably disputes any portion of an invoice, San Simeon CSD shall notify HOI in writing of the amount in dispute and the reasons thereof within fifteen (15) calendar days from the date of receipt of such invoice. If San Simeon CSD fails to make payment on any undisputed portion of any invoice within thirty (30) calendar days after receipt of the invoice, interest shall be due on the unpaid amount at the rate of 2% per month, or part thereof until payment is made. San Simeon CSD shall pay interest at the rate of 2% per month beginning thirty (30) calendar days after the receipt of the original invoice.

**San Simeon CSD**

**Harbor Offshore Inc.**

\_\_\_\_\_  
 (Print Name Authorized Representative)

\_\_\_\_\_  
 (Sign Name Authorized Representative)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Print Name Authorized Representative)

\_\_\_\_\_  
 (Sign Name Authorized Representative)

\_\_\_\_\_  
 (Date)



## **6.E. Business Action Item**





## BUSINESS ACTION ITEM STAFF REPORT

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### Item 6.E. Consideration and Approval of Indemnification for Grace Environmental Services, LLC (“GES”) Costs Incurred in FPPC Investigation.

#### Summary:

In or about January 2016, the San Simeon Community Services District (“District”) executed a Professional Services Agreement (“2016 Agreement”) with Grace Environmental Services, LLC (“GES”). On October 12, 2021, your Board executed an Amended and Restated Agreement (“2021 Restatement”) prepared in response to inquiries from the San Luis Obispo County District Attorney seeking clarification as to the role of GES in providing services to the District. The 2016 Agreement and the 2021 Restatement both provide the following provision of indemnification:

*GES shall not be liable to SSCSD and SSCSD shall indemnify and hold harmless GES, its officers, supervisors, employees, agents and representatives from any claim, loss, liability, damage, injury, or expense, including attorney’s fees which arise or are related to this [Agreement] Amendment and Restatement other than intentional, willful, or negligent operations or conduct<sup>1</sup> of GES or any of its employees, agents or subcontractors.*

In 2020 and 2021, the FPPC investigated GES on multiple counts related to the GES 2016 Agreement. On November 1, 2021, following a 15-month investigation, GES and the FPPC entered into a stipulation wherein the FPPC found GES violated Government Code section 1090 in the year 2016, when GES participated (as the General Manager) in the negotiation of the GES contract with the District. The stipulation provides that during the 2016 meeting when the GES contract was presented and approved, Mr. Grace (1) failed to step aside in his role as General

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<sup>1</sup> The exclusion of intentional, willful, or negligent “conduct” was added in the 2021 Restatement.



Manager to present the contract to the Board; and (2) Mr. Grace failed to hire a separate attorney or agent to negotiate on his behalf. *See Stipulation, p. 9.* The FPPC determined that the “actions taken by Grace appear to be the result of inadvertence as opposed to deliberateness or negligence,” and that the “Enforcement Division’s investigation did not find that Grace’s actions were intended or deliberately violative of conflict-of-interest statutes.” The FPPC approved the stipulated settlement and a fine against GES in the amount of \$4,500 for the violation.

On November 16, 2021, GES provided the District with a request for indemnification of costs incurred in the FPPC investigation, citing the indemnification provision in the Agreement. On November 29, 2021, your Board considered this request in closed session and unanimously agreed to indemnify GES for certain costs incurred subject to approval of actual costs presented in open session at a regular District Board meeting.

On February 14, 2022, GES provided correspondence identifying GES’s legal costs in the amount of \$49,246.63 and the FPPC fine of \$4,500, for a total request for indemnification in the amount of \$53,746.63. Upon receipt of the February 14 correspondence, legal counsel requested that the GES legal invoices be redacted more precisely to provide the District Board with as much information as possible with consideration to the privileged nature of legal invoices. The updated invoices are included in the Board packet.

**Recommendation:**

It is recommended that your Board consider the costs submitted by GES and determine an amount of reimbursement deemed appropriate.

**Attachments:**

1. Correspondence from Nossaman LLP, dated November 16, 2021.
2. Correspondence from Nossaman LLP, dated February 14, 2022, containing legal invoices for reimbursement and FPPC Stipulation.



**ATTORNEYS AT LAW**

777 South Figueroa Street  
34th Floor  
Los Angeles, CA 90017  
T 213.612.7800  
F 213.612.7801

Amber Maltbie  
D 213.612.7803  
amaltbie@nossaman.com

Refer To File # 504017-0001

November 16, 2021

Mr. Jeffrey Minnery  
Adamski Moroski Madden Cumberland & Green LLP

***Via email only*** [jminnery@ammcqlaw.com](mailto:jminnery@ammcqlaw.com)

Re: Indemnification

Dear Mr. Minnery:

We write on behalf of Mr. Grace and Grace Environment Services, LLC (hereinafter “GES”) regarding Mr. Grace’s request for indemnification pursuant to the 2016 Professional Services Agreement and 2021 Amendment and Restatement of Professional Services Agreement (hereinafter “Agreement”) between GES and the San Simeon Community Services District (hereinafter “SSCSD”).

As you are aware, Mr. Grace is entitled to indemnification for claims that arise from or relate to certain actions he takes pursuant to the Agreement. Specifically, Section X(H) provides (in relevant part):

“GES shall not be liable to SSCSD and SSCSD shall indemnify and hold harmless GES, its officers, supervisors, employees, agents and representatives from any claim, loss, liability, damage, injury, or expense, including attorney’s fees which arise or are related to this Amendment and Restatement from any cause other than intentional, willful, or negligent operations or conduct of GES or any of its employees, agents or subcontractors.”

The Fair Political Practices Commission (“FPPC”) and the San Luis Obispo County District Attorney’s office (“DA”) recently concluded a joint investigation into Mr. Grace and GES on a wide range of allegations. The investigations were initiated after several complaints were filed against Mr. Grace and GES by two individuals known to be prolific filers of frivolous complaints against SSCSD, individual members of the SSCSD board of directors, business owners in the community, and other local public officials.<sup>1</sup> After a nearly 15 month investigation, Mr. Grace has entered into a stipulated settlement with the FPPC on a finding of a single violation which the FPPC has categorized as inadvertent.<sup>2</sup>

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<sup>1</sup> See, as just one example, FPPC “[Complaint and Case Information Portal](#)” and search by complainant name.

<sup>2</sup> We anticipate the FPPC will vote to approve the stipulated settlement at its November 18, 2021 meeting.

Separately, the DA has filed a civil complaint against Mr. Grace in San Luis Obispo Superior Court. Given Mr. Grace's full cooperation with the investigation, and repeated offers to find mutually acceptable solutions, we were surprised and disappointed with this decision. The civil complaint includes nine counts alleging violations of California's Unfair Competition Law ("UCL") and unfair business practices.<sup>3</sup> Rather than conduct a point by point review, we offer the following observations with regard to the interplay of the SSCSD Board of Director's duties and the allegations made against Mr. Grace and GES in the complaint.

As a threshold matter, we note that the DA's presentation of "facts" in the civil complaint both relies on and deliberately leaves out information and/or gross mischaracterizations to bolster the legal theories contained therein. Even with this being the case, the allegations in both the DA and FPPC matters involve actions by Mr. Grace taken either at the direction of the Board of Directors, or which were reported to, at a minimum, the Board Chair.

Additionally, a UCL claim relies on the violation of an underlying statute. Most of the counts in the complaint rely on alleged violations of statutes that only a public agency can violate, such as the Brown Act, the California Public Records Act, and California Constitutional provisions protecting the right to public records. These statutes have remedies that the DA's office could have chosen to pursue against the SSCSD. For example, if the DA believes a meeting of the legislative body is held or conducted in violation of the Brown Act, he can demand a cure and correct. (Cal. Gov. Code § 54960.1). Similarly, if the DA believes that an agency wrongfully withholds public records, he can seek an injunction to compel disclosure. (Cal. Gov. Code § 6264.) As you are undoubtedly aware, the Constitution prohibits *government* from infringing on First Amendment rights. Private individuals and companies cannot "violate" another's First Amendment's rights. As directed against Mr. Grace, this claim is completely legally frivolous, which the DA must know.

It is the Board of Directors that has oversight over District contractors, and not District contractors who have oversight over the Board of Directors. In order to substantiate its legal theories, the DA's complaint flips this reality on its head, which must not be accepted

For the reasons set forth above, Mr. Grace requests that his request for indemnification be put forward for Board consideration at the earliest opportunity in compliance with Brown Act notice requirements.

Sincerely,



Amber Maltbie  
Nossaman LLP

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<sup>3</sup> Although the DA has couched his complaint in inflammatory language, none of the allegations contained in either the FPPC's administrative action or the DA's civil action supports a determination that Mr. Grace engaged in intentional, willful, or negligent conduct. Indeed, many of the purported "facts" set forth in the civil complaint are demonstrably false based on the DA's own supporting exhibits. The complaint in its entirety is without merit, and we believe an unfortunate byproduct of the DA's myopic agenda to needle in SSCSD's operations at the wish of Henry Krcziuk.



**ATTORNEYS AT LAW**

777 South Figueroa Street  
34th Floor  
Los Angeles, CA 90017  
T 213.612.7800  
F 213.612.7801

Amber Maltbie  
D 213.612.7803  
amaltbie@nossaman.com

Refer To File # 504017-0001

February 14, 2022

Mr. Jeffrey Minnery  
Adamski Moroski Madden Cumberland & Green LLP

**Via email only [jminnery@ammcqlaw.com](mailto:jminnery@ammcqlaw.com)**

Re: Indemnification

Dear Mr. Minnery:

Per the San Simeon Board of Director's unanimous approval of Mr. Grace's request for indemnification related to *In the Matter of Charles Grace; FPPC No. 20/416* at its November 29, 2021 Board Meeting, we hereby submit the costs for which Mr. Grace is seeking approval.

Legal fees: \$49,246.63

FPPC fine: \$4,500

**Total: \$53,746.63**

The attached spreadsheet details the attorney time spent representing Mr. Grace in this matter. Upon your request, we will partially redact the narrative descriptions for presentation to the Board to the extent doing so will not infringe on the attorney-client privilege. We have also attached a copy of the final stipulated settlement with the Fair Political Practices Commission ("FPPC") approving the \$4,500 fine. We respectfully request that these costs be presented to the Board of Directors at or before the March 8, 2022 meeting.

Additionally, the District should be aware that three frivolous complaints were filed with the FPPC against Mr. Grace for actions the he and the District took to affirmatively address the matters raised in the underlying FPPC and District Attorney investigations and to address clerical corrections in the GES Professional Services Agreement. Specifically, the gist of the three frivolous complaints is as follows:

- Complaint No. COM-10252021-03081 (Complainant Hank Krzciuk), containing allegations regarding Mr. Grace's Form 700 (Statement of Economic Interests) cover pages, was rejected on the grounds that "The actions taken by the public official in your complaint are not governed by the (Political Reform) Act, and the complaint failed to establish any violations of the Act."

- Complaint No. COM-10182021-03015 (Complainant Julie Tacker) was rejected with the following statement of reasons: “Your complaint alleges that Charles Grace failed to properly recuse himself from an agenda item at the October 12, 2021 San Simeon CSD board meeting, and that the agenda item itself violated Government Code Section 1090. Please note that the rules regarding the manner of disqualification only apply to public officials designated in Government Code Section 87200, of which Mr. Grace is not a member. Additionally, your complaint offers no evidence that Mr. Grace was involved in his official capacity in the contract amendments approved by the San Simeon CSD which would give rise to a violation of Section 1090.”
- Complaint No. COM-01032022-03640 (Complaint by Julie Tacker), alleging that Mr. Grace violated Section 1090, this time based on the clerical corrections voted on by the Board at the December 21, 2021 meeting, was rejected.

All three of these complaints were without merit and were swiftly rejected by the FPPC. Mr. Grace intends to exercise his contractual right to seek indemnification for his costs defending these actions, including attorney’s fees, in a future request to the Board as they arose and/or were related to the Professional Services Agreement.

Please do not hesitate to let me know if we can provide any additional information.

Sincerely,



Amber Maltbie  
Nossaman LLP

# **ATTACHMENT A**

FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
11/9/2020	AM2	[REDACTED]	0.50	272.50	100%	272.5
11/10/2020	GWS	[REDACTED]	0.75	450.00	75%	337.5
11/12/2020	AM2	[REDACTED]	1.50	817.50	50%	408.75
11/12/2020	GWS	[REDACTED]	1.25	750.00	50%	375
11/13/2020	AM2	[REDACTED]	1.50	817.50	50%	408.75
11/13/2020	GWS	[REDACTED]	0.25	150.00	50%	75
11/16/2020	AM2	[REDACTED]	0.25	136.25	50%	68
11/16/2020	GWS	[REDACTED]	0.25	150.00	50%	75
11/17/2020	AM2	[REDACTED]	6.00	3270.00	50%	1635
11/18/2020	AM2	[REDACTED]	0.25	136.25	50%	68
11/20/2020	GWS	[REDACTED]	0.50	300.00	50%	150
11/24/2020	AM2	[REDACTED]	0.75	408.75	50%	204.38
11/24/2020	GWS	[REDACTED]	0.25	150.00	50%	75
11/25/2020	AM2	[REDACTED]	0.25	136.25	50%	68.1
12/4/2020	AM2	[REDACTED]	3.50	1907.50	50%	953.75
12/7/2020	AM2	[REDACTED]	2.25	1226.25	50%	613.1
12/9/2020	AM2	[REDACTED]	3.75	2043.75	30%	613.1
12/14/2020	AM2	[REDACTED]	2.00	1090.00	50%	545
12/15/2020	AM2	[REDACTED]	3.50	1907.50	50%	953.75

FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
12/22/2020	AM2	[REDACTED]	1.75	953.75		
		[REDACTED]			80%	763
12/23/2020	AM2	[REDACTED]	0.75	408.75		
		[REDACTED]			20%	81.75
12/25/2020	AM2	[REDACTED]	1.00	545.00		
		[REDACTED]			50%	272.5
12/25/2020	GWS	[REDACTED]	1.25	750.00		
		[REDACTED]			50%	375
12/29/2020	AM2	[REDACTED]	1.50	817.50		
		[REDACTED]			40%	327
12/29/2020	GWS	[REDACTED]	0.75	450.00		
		[REDACTED]			50%	225
12/30/2020	AM2	[REDACTED]	0.50	272.50		
		[REDACTED]			50%	136.25
1/11/2021	GWS	[REDACTED]	1.25	750.00		
		[REDACTED]			50%	375
1/12/2021	GWS	[REDACTED]	1.00	600.00		
		[REDACTED]			50%	300
1/15/2021	AM2	[REDACTED]	2.50	1362.50		
		[REDACTED]			50%	681.25
1/15/2021	GWS	[REDACTED]	2.25	1350.00		
		[REDACTED]			50%	675
1/19/2021	AM2	[REDACTED]	0.50	272.50		
		[REDACTED]			50%	136.25
1/20/2021	AM2	[REDACTED]	2.00	1090.00		
		[REDACTED]			30%	327
1/21/2021	AM2	[REDACTED]	1.00	545.00		
		[REDACTED]			50%	272.5
1/21/2021	GWS	[REDACTED]	1.50	900.00		
		[REDACTED]			50%	450
1/26/2021	AM2	[REDACTED]	1.75	953.75		
		[REDACTED]			50%	476.88
1/26/2021	GWS	[REDACTED]	3.75	2250.00		
		[REDACTED]			50%	1125
2/5/2021	AM2	[REDACTED]	1.50	817.50		
		[REDACTED]			30%	345.1
2/8/2021	AM2	[REDACTED]	0.50	272.50		
		[REDACTED]			30%	136.25



FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
2/8/2021	GWS	[REDACTED]	0.25	150.00	30%	45
2/16/2021	AM2	[REDACTED]	0.75	408.75	50%	204.38
2/18/2021	AM2	[REDACTED]	2.00	1090.00	25%	545
2/19/2021	AM2	[REDACTED]	0.50	272.50	50%	136.25
2/19/2021	GWS	[REDACTED]	0.75	450.00	50%	225
2/22/2021	AM2	[REDACTED]	3.00	1635.00	20%	327
2/22/2021	GWS	[REDACTED]	0.25	150.00	25%	37.5
2/23/2021	AM2	[REDACTED]	0.50	272.50	25%	68.13
2/25/2021	AM2	[REDACTED]	0.75	408.75	50%	204.38
3/4/2021	AM2	[REDACTED]	0.50	272.50	100%	272.5
3/16/2021	AM2	[REDACTED]	1.50	817.50	60%	
3/18/2021	AM2	[REDACTED]	5.50	2997.50	60%	1798.5
3/18/2021	GWS	[REDACTED]	1.25	750.00	60%	450
3/22/2021	AM2	[REDACTED]	1.75	953.75	60%	572.25
3/23/2021	GWS	[REDACTED]	0.50	300.00	60%	180
3/24/2021	AM2	[REDACTED]	0.50	272.50	100%	272.5
4/7/2021	AM2	[REDACTED]	2.50	1362.50	20%	272.5
4/12/2021	AM2	[REDACTED]	2.00	1090.00	20%	218

FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
4/26/2021	AM2	[REDACTED]	0.25	136.25	50%	68.25
4/29/2021	GWS	[REDACTED]	1.00	600.00	50%	300
4/30/2021	AM2	[REDACTED]	1.50	817.50	50%	408.75
4/30/2021	GWS	[REDACTED]	1.25	750.00	50%	375
5/12/2021	AM2	[REDACTED]	0.25	136.25	50%	68.1
5/12/2021	AM2	[REDACTED]	1.00	545.00	50%	272.5
5/13/2021	AM2	[REDACTED]	2.25	1226.25	50%	613.1
5/14/2021	AM2	[REDACTED]	1.25	681.25	50%	340.62
5/17/2021	AM2	[REDACTED]	1.50	817.50	50%	408.75
5/18/2021	AM2	[REDACTED]	5.00	2725.00	50%	1362.5
5/18/2021	GWS	[REDACTED]	2.00	1200.00	50%	600
5/19/2021	AM2	[REDACTED]	4.00	2180.00	50%	1090
5/19/2021	GWS	[REDACTED]	0.25	150.00	50%	75
5/20/2021	AM2	[REDACTED]	2.75	1498.75	50%	749.38
5/21/2021	AM2	[REDACTED]	1.25	681.25	50%	340.62
5/21/2021	GWS	[REDACTED]	0.25	150.00	50%	75
5/24/2021	AM2	[REDACTED]	0.25	136.25	50%	68.1
5/24/2021	GWS	[REDACTED]	0.25	150.00	50%	75
6/2/2021	AM2	[REDACTED]	0.50	272.50	20%	54.5
6/7/2021	AM2	[REDACTED]	0.25	136.25	50%	68.1
6/7/2021	GWS	[REDACTED]	0.50	300.00	50%	150
6/8/2021	AM2	[REDACTED]	0.50	272.50	50%	136.25
6/16/2021	AM2	[REDACTED]	0.25	136.25	50%	68.1
6/17/2021	AM2	[REDACTED]	1.00	545.00	50%	272.5
6/21/2021	AM2	[REDACTED]	0.25	136.25	50%	68.1
7/1/2021	AM2	[REDACTED]	2.25	1226.25	50%	613.1

FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
7/1/2021	GWS	[REDACTED]	1.00	600.00	50%	300
7/6/2021	AM2	[REDACTED]	1.50	817.50	80%	646
7/8/2021	AM2	[REDACTED]	2.75	1498.75	50%	749.38
7/8/2021	GWS	[REDACTED]	0.75	450.00	50%	225
7/14/2021	AM2	[REDACTED]	1.50	817.50	30%	245.25
7/20/2021	AM2	[REDACTED]	0.50	272.50	50%	136.25
8/11/2021	GWS	[REDACTED]	1.25	750.00	50%	375
8/13/2021	GWS	[REDACTED]	1.00	600.00	50%	300
8/16/2021	AM2	[REDACTED]	1.25	681.25	80%	340.63
8/20/2021	AM2	[REDACTED]	0.50	272.50	100%	272.5
8/24/2021	AM2	[REDACTED]	1.00	545.00	100%	545
8/25/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25
8/25/2021	AM2	[REDACTED]	1.50	817.50	50%	408.75
8/26/2021	AM2	[REDACTED]	1.00	545.00	100%	545
8/27/2021	AM2	[REDACTED]	0.50	272.50	50%	136.25
8/31/2021	AM2	[REDACTED]	3.25	1771.25	10%	177.13
9/1/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25

FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
9/8/2021	AM2	[REDACTED]	1.75	953.75	70%	667.63
9/9/2021	AM2	[REDACTED]	1.50	817.50	50%	408.75
9/9/2021	GWS	[REDACTED]	1.00	600.00	50%	300
9/20/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25
10/18/2021	AM2	[REDACTED]	0.50	272.50	100%	272.5
10/20/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25
10/21/2021	AM2	[REDACTED]	4.00	2180.00	100%	2180
10/21/2021	GWS	[REDACTED]	0.25	150.00	100%	150
10/22/2021	AM2	[REDACTED]	1.00	545.00	100%	545
10/23/2021	AM2	[REDACTED]	1.50	817.50	70%	571.9
10/24/2021	AM2	[REDACTED]	0.50	272.50	100%	272.5
10/25/2021	AM2	[REDACTED]	2.75	1498.75	100%	1498.75
10/25/2021	GWS	[REDACTED]	0.25	150.00	100%	150
10/26/2021	AM2	[REDACTED]	1.25	681.25	50%	340.63
10/26/2021	GWS	[REDACTED]	0.25	150.00	100%	150
10/27/2021	AM2	[REDACTED]	2.75	1498.75	50%	749.38
10/28/2021	GWS	[REDACTED]	0.25	150.00	100%	150
10/29/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25

FPPC/SLO County DA Conflict of Interest Investigation

Date	Time-keeper	Description	Hours	Amount	Percent of time apportioned to FPPC No. 20/416	Dollar Amount
10/29/2021	GWS	[REDACTED]	0.50	300.00	100%	300
10/30/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25
11/1/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25
11/1/2021	GWS	[REDACTED]	2.50	1500.00	100%	1500
11/2/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/2/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/3/2021	AM2	[REDACTED]	0.50	272.50	100%	272.5
11/4/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/4/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/5/2021	AM2	[REDACTED]	0.25	136.25	50%	68.1
11/8/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/8/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/9/2021	AM2	[REDACTED]	0.50	272.50	25%	68.1
11/15/2021	GWS	[REDACTED]	0.25	150.00	100%	150
11/16/2021	AM2	[REDACTED]	1.50	817.50	25%	204.38
11/17/2021	AM2	[REDACTED]	0.25	136.25	100%	136.25
11/18/2021	AM2	[REDACTED]	1.75	953.75	100%	953.75
		<b>TOTAL</b>				49246.63

# **ATTACHMENT B**

1 ANGELA J. BRERETON  
Chief of Enforcement  
2 THERESA GILBERTSON  
Senior Commission Counsel  
3 **FAIR POLITICAL PRACTICES COMMISSION**  
1102 Q Street, Suite 3000  
4 Sacramento, CA 95811

5 Telephone: (916) 323-6421  
6 Email: tgilbertson@fppc.ca.gov

7 Attorneys for Complainant  
8 Enforcement Division of the Fair Political Practices Commission

9 BEFORE THE FAIR POLITICAL PRACTICES COMMISSION  
10 STATE OF CALIFORNIA

11 In the Matter of:

12 CHARLES GRACE,

13 Respondents.

FPPC Case No. 2020-00416

14 STIPULATION, DECISION AND ORDER

15 **INTRODUCTION**

16 Charles Grace (“Grace”) provides general manager services for the San Simeon Community  
17 Services District (“District”), pursuant to a professional services contract between the District and Grace  
18 Environmental Services, LLC. (“GES”), a business entity in which Grace is the sole manager. Grace  
19 violated Government Code Section 1090 by negotiating in, participating in, and ultimately making a 2016  
20 contract between the District and GES, an entity in which he had a financial interest.

21 **SUMMARY OF THE LAW**

22 **Need for Liberal Construction and Vigorous Enforcement of Conflict-of-Interest Laws**

23 In 2013, the Legislature approved AB 1090, granting the Fair Political Practices Commission  
24 (“Commission”) jurisdiction to commence administrative action against an officer or person prohibited by  
25 Section 1090 from making or being interested in contracts.<sup>1</sup> The Commission shall not have jurisdiction to  
26 commence such an administrative action except upon written authorization from the district attorney of the  
27  
28

---

<sup>1</sup> Government Code Section 1097.1. See also Stats. 2013, Ch. 650, Sec. 5. (AB 1090).

1 county in which the alleged violation occurred.<sup>2</sup> In regard to this determination, this decision applies only  
2 to proceedings brought by the Commission and this decision is not admissible in any proceeding other than  
3 a proceeding brought by the Commission.<sup>3</sup> An administrative action shall be commenced no more than  
4 five years after the date on which the violation occurred.<sup>4</sup>

### 5 Prohibited Conflicts of Interest Under Section 1090

6 Government Code section 1090 states: “Members of the Legislature, state, county, district, judicial  
7 district, and city officers or employees shall not be financially interested in any contract made by them in  
8 their official capacity, or by any body or board of which they are members. . . .”

9 This prohibition applies to various government officials, including independent contractors. Also,  
10 this prohibition applies to the making of contracts. It is not necessary for the prosecution to show that the  
11 official participated personally in the execution of the questioned contract. It is enough to show that the  
12 official, regardless of his job classification, had the opportunity to, and did, influence execution directly or  
13 indirectly to promote his personal interests. This may be shown by the official’s involvement with respect  
14 to one or more of the following activities, which are embodied in the making of a contract: planning,  
15 discussions, reasoning, preparation of plans/specifications, solicitation of bids, negotiations, compromises,  
16 give and take, etc. Such involvement is in violation of Section 1090 if the resulting contract causes  
17 government business and money to go to an entity or person in which the official has an interest.<sup>5</sup>

18 The statute is more concerned with what *might* have happened than with what *actually* happened;  
19 Section 1090 prohibits even the *appearance* of impropriety.<sup>6</sup>

20 Section 1090 protects the *actual* integrity of the public treasury—as well as the *perceived* integrity.  
21 “As a result, liability—even criminal liability—can accrue without ‘actual fraud, dishonesty, unfairness or  
22 loss to the governmental entity.’” (See *People v. Superior Court (Sahlolbei)*, *supra*, 3 Cal.5th at p. 239—  
23 citing *People v. Honig* (1996) 48 Cal.App.4th 289, 314.)

24  
25  
26 <sup>2</sup> Government Code Section 1097.1, subdivision (b).

27 <sup>3</sup> Section 1097.1, subd. (d).

28 <sup>4</sup> Section 1097.2, referencing Section 91000.5.

<sup>5</sup> See *People v. Sobel* (1974) 40 Cal.App.3d 1046, 1051-53; *People v. Superior Court (Sahlolbei)* (2017) 3 Cal.5th 230, 239-40; and *City of Imperial Beach v. Bailey* (1980) 103 Cal.App.3d 191, 194-97.

<sup>6</sup> *Thorpe v. Long Beach Cmty. College Dist.* (2000) 83 Cal.App.4th 655, 660; *City of Imperial Beach v. Bailey*, *supra*, 103 Cal.App.3d at p. 197.



1 Under Section 1090, prohibited financial interests are not limited to express agreements and need  
2 not be proven by direct evidence. Rather, forbidden interests include indirect interests and future  
3 expectations of profit (or loss) by express or implied agreement, which may be inferred from the  
4 circumstances. Any financial interest not explicitly excluded by the Legislature (in Sections 1091 and  
5 1091.5) as too “remote or minimal” is sufficient to incur even criminal liability.<sup>7</sup>

6 A contract made in violation of Section 1090 “is *void*, not merely voidable.” (*Thomson v. Call*  
7 (1985) 38 Cal.3d 633, 646, fn. 15. Emphasis in original. Also, see *Carson Redevelopment Agency v. Padilla*  
8 (2006) 140 Cal.App.4th 1323, 1331 [when Section 1090 is violated, the agency is entitled to recover any  
9 compensation that it paid, and the courts will not entertain any rights growing out of the contract—not  
10 even *quantum meruit* or *quantum valebat*].)<sup>8</sup>

#### 11 SUMMARY OF THE FACTS

12 This matter was opened pursuant to a referral from the District Attorney’s office for the County of  
13 San Luis Obispo and pursuant to a series of sworn complaints filed against Grace, all received by the  
14 Enforcement Division in mid-2020. The District Attorney’s office provided written authorization for the  
15 Enforcement Division to proceed with a Section 1090 action against Grace in this matter. Since November  
16 20, 2020, the statute of limitations that apply to this case have been tolled pursuant to a written tolling  
17 agreement that Grace entered into with the Enforcement Division. Under this tolling agreement, the  
18 Enforcement Division may prosecute violations of the Act occurring on and after November 22, 2015.

19 The District is a Community Services District located in San Luis Obispo County and serves the  
20 San Simeon area, a small unincorporated community on California’s central coast. The District owns a  
21 wastewater collection and treatment system with 5 miles of sewer lines, water supply and storage generally  
22 consisting of wells, tanks, up to 250 connections, an office building, less than 5 miles of distribution lines,  
23 less than 5 miles of local roads, a street lighting system with approximately 50 active streetlights, and the  
24 District’s office building. Since approximately 2004, the District has had no employees but instead has  
25 contracted out all services.

26  
27 <sup>7</sup> See *People v. Honig, supra*, 48 Cal.App.4th at p. 315; and *People v. Superior Court (Sahlolbei), supra*, 3 Cal.5th at  
p. 239.

28 <sup>8</sup> The actual legal effect on the contract from an administrative decision has not been determined. In the civil and  
criminal contexts, the contract has been found to be void as a matter of law. As noted in this stipulation, the decision is not  
admissible outside of Commission proceedings.

1 Grace has a long, nearly continuous history with the District since 2005. In connection with his  
2 employment with a company called Eco Resources, Inc., Grace was initially consulted to assist the District  
3 to bring it into compliance with state regulators and was later assigned to fill the role of general manager  
4 in 2007. From 2011 to 2014, Grace was employed by Ultura Services, LLC ("Ultura") (previously  
5 APTwater Services, LLC) and assigned to the District. Ultura had a professional services agreement with  
6 the District in 2011 to provide "certain services for the management, maintenance and operation of" the  
7 waste water treatment plant and to receive compensation for those services as described in the contract. As  
8 an employee with Ultura, Grace served as the general manager for the services described in the contract,  
9 and generally ensured that the contract between Ultura and the District was carried out. In this capacity as  
10 an independent contractor hired by Ultura, Grace appeared at the District's Board of Directors ("Board")  
11 and Sub-Committee meetings, prepared and posted Board packets, participated in the annual budget  
12 preparation, staffed and operated the District's office, etc.

#### 13 **2014 Professional Services Agreement**

14 In 2014, Ultura stopped making payments to vendors on behalf of the District. A special meeting  
15 of the Board was called on July 9, 2014 to discuss possible assignment of the District's professional  
16 services agreement with Ultura. At that meeting, a motion was made and approved to direct the District's  
17 Counsel to prepare a Notice of Breach to Ultura for the outstanding invoices that had not been paid by  
18 Ultura. On July 15, 2014, District Counsel Heather Whitman with Carmel & Naccasha, LLP ("Whitman"),  
19 wrote to Ultura and demanded that Ultura perform under the personal services agreement within 60 days  
20 of the notice or risk termination of the contract. On July 31, 2014, Ultura wrote a letter directed to Grace,  
21 as the general manager of the District, stating that Ultura was unilaterally terminating the personal services  
22 agreement. The next day, Ultura fired all employees who were assigned to the District, including Grace.

23 The Board did not meet until August 13, 2014, at which time, the Board approved an invoice to  
24 pay GES for \$47,762, the entire month of August for both work performed and work anticipated being  
25 performed under the pending contract. The amount was directly lifted from the pending contract. There  
26 was no gap in operational field services. He stepped in immediately, hiring Ultura's former employees,  
27 and continued service to the District, without any formal contract.



1 Subsequently, the Board considered the “Emergency Professional Services Contract” between the  
2 District and Charles Grace, doing business as GES, then a sole proprietorship. The contract largely  
3 mirrored the prior contract with Ultura and a previous vendor performing similar duties. The emergency  
4 contract had a six-month term with a provision that the agreement would automatically extend for one year  
5 unless a notice to cancel was received sixty days prior to contract termination. Whitman presented the  
6 changes made to the contract. At one point, Whitman explained certain increases to the contract payment  
7 terms by remarking that “apparently” the Board had already approved of these changes in prior budgetary  
8 discussions. The Board approved the contract at the end of the meeting.

### 9 **2016 Personal Services Agreement**

10 As noted above, the 2014 contract expired after eighteen months. The minutes for the December 9,  
11 2015 Board Meeting indicate that District Counsel Whitman reported to the Board that she had begun  
12 negotiations with GES for a new contract. However, per meeting minutes for this time period, there was  
13 no agenda item or vote of the Board that directed her to conduct such a negotiation or any  
14 discussion by the Board of alternatives to the contract. The Board did not publicly consider whether to put  
15 the personal services agreement out for a competitive bid process.

16 The Board met again on January 20, 2016 and voted to execute a contract between the District and  
17 GES (now an LLC, in which Grace is the sole manager.) The agreement was discussed, corrections were  
18 made to fix typographical errors, and the agreement was approved by a 5 / 0 vote. At that meeting, Whitman  
19 and Grace presented the contract and were in favor of the changes made. The changes included, termination  
20 provisions that favored the District, a provision to deduct payments owed to GES in the event that GES  
21 reneged on its obligations to subvendors, additional insurance requirements, a provision stating that GES  
22 would pay the District’s electricity costs up to a dollar amount and would be reimbursed if the actual cost  
23 was higher, and similar to previous contracts with prior companies, a provision regarding an annual  
24 increase to the payment owed to GES based on the consumer price index.

25 During the meeting, Grace sat at a table adjacent to Board members and sat in front of a placard  
26 that read, “General Manager.” For the discussion item involving his contract, Grace remained in his seated  
27 position and did not distinguish that he was acting in his personal, and not his official capacity when the  
28 contract was presented for the Board’s consideration. Also, during the meeting, an audience member asked

1 a question about a provision regarding flow rates. The provision in question stated, “Both parties agree that  
2 this AGREEMENT is based on FACILITY; (a) treating an annual average of 100,000 gal/day...” Grace  
3 responded by explaining the facility’s total capacity and the current average. He stated that if the flow rate  
4 increased, the costs to run the facility would increase. Grace’s actions demonstrate that he was responding  
5 as the District’s general manager, from his position at the side of the Board Members. For purposes of  
6 negotiating, making, and executing this contract, Grace failed to take any steps to distinguish his role from  
7 that of the general manager role, such as by hiring his own attorney to negotiate or by stepping down from  
8 his ordinary seat at the table or by deferring to the District’s Counsel to discuss the terms and provisions  
9 of the contract when advising the Board and the community of the terms.

10 In summary, Grace participated in making the 2016 contract in his capacity as a public official.

11 The contract in question has a five-year period and has an automatic two-year extension, with an  
12 option for either party to submit a notice to cancel sixty days prior to the end of the five-year period. The  
13 contract essentially sets out that GES will furnish all necessary labor, materials, equipment, and supplies  
14 necessary for the management, operations, and maintenance of the District’s wastewater collection and  
15 treatment plant, water supply, storage and distribution system, local two-lane roads, a street lighting  
16 system, and the District’s office building. In return, the District pays GES a monthly lump-sum payment  
17 of \$48,948. According to Grace, GES has earned at least \$393,734 in net revenue from January 2016  
18 through December 2020. The agreement requires GES to provide services associated with the District  
19 general manager or administrator positions. The contract remains in effect.

20 **VIOLATIONS**

21 **Count 1: Conflict-of-Interest**

22 Charles Grace was a provider of general manager services for the San Simeon Community Services  
23 District. In this capacity, Grace was a public official subject to Government Code section 1090. Grace had  
24 a prohibited conflict-of-interest when he participated in the making of the contract between the San Simeon  
25 Community Services District and Grace Environmental Services, a limited liability corporation in which  
26 Grace is the sole manager, signed on January 20, 2016, in violation of Government Code Section 1090.

27  
28 //



1 **PROPOSED PENALTY**

2 This matter consists of one count. The maximum penalty that may be imposed is \$5,000 per count.<sup>9</sup>

3 This case does not qualify for the Streamline Program because violations of Section 1090 are not  
4 included in the Streamline Program.

5 In determining the appropriate penalty for a particular violation of the Act, the Enforcement  
6 Division considers the typical treatment of a violation in the overall statutory scheme of the Act, with an  
7 emphasis on serving the purposes and intent of the Act. Additionally, the Enforcement Division considers  
8 the facts and circumstances of the violation in the context of the following factors set forth in Regulation  
9 18361.5 subdivision (e)(1) through (8). (1) The extent and gravity of the public harm caused by the specific  
10 violation; (2) The level of experience of the violator with the requirements of the Political Reform Act;  
11 (3) Penalties previously imposed by the Commission in comparable cases; (4) The presence or absence of  
12 any intention to conceal, deceive or mislead; (5) Whether the violation was deliberate, negligent or  
13 inadvertent; (6) Whether the violator demonstrated good faith by consulting the Commission staff or any  
14 other governmental agency in a manner not constituting complete defense under Government Code Section  
15 83114(b); (7) Whether the violation was isolated or part of a pattern and whether the violator has a prior  
16 record of violations of the Political Reform Act or similar laws; and (8) Whether the violator, upon learning  
17 of a reporting violation, voluntarily filed amendments to provide full disclosure.

18 The first factor is the extent and gravity of the public harm caused by the specific violation.  
19 Government Code Section 1090 codifies a prohibition against “self-dealing.” The expectation of public  
20 officials is that they be guided solely by the public interest, rather than by personal interest. Eliminating  
21 temptation for public officials, avoiding the perception of impropriety, and obtaining their undivided  
22 loyalty have been deemed extremely important public policy goals.<sup>10</sup> Here, Grace contends that there is no  
23 evidence to suggest that the District was defrauded by this contractual agreement, suffered any actual  
24 unfairness or loss, or that Grace was dishonest in his dealings. However, such a finding is not necessary to  
25 prove a violation of 1090. Nor would such a finding be sufficient to show that there was no public harm.  
26 As stated above, Section 1090 protects the *actual* integrity of the public treasury—as well as the *perceived*  
27

28 <sup>9</sup> See Government Code Section 83116, subdivision (c).

<sup>10</sup> See Thomson v Call (1985) 38 Cal.3d 633, 650 and 648.

1 integrity. “As a result, liability—even criminal liability—can accrue without ‘actual fraud, dishonesty,  
2 unfairness or loss to the governmental entity.’” (See *People v. Superior Court (Sahlolbei)*, *supra*, 3 Cal.5th  
3 at p. 239—citing *People v. Honig* (1996) 48 Cal.App.4th 289, 314.) There is public harm inherent when a  
4 public official is acting on both sides of a transaction, as is the case here. Such actions erode the trust the  
5 public has in their governmental officials and contractors. Therefore, a high penalty is appropriate.

6 The second factor is the level of experience of the violator with the requirements of the Political  
7 Reform Act.<sup>11</sup> In his role as general manager for a public agency, Grace has filed Form 700s, or Statements  
8 of Economic Interest, since at least 2011. Grace is or should be familiar with the conflict-of-interest  
9 provisions of the Act and of Government Code Section 1090.

10 The third factor is penalties previously imposed by the Commission in comparable cases. The  
11 Enforcement Division has not previously prosecuted a case under Section 1090. However, the Enforcement  
12 Division enforces another conflict provision, Government Code Section 87100. In this comparable case,  
13 the Commission enforced a violation of Section 87100 for facts very similar to the facts at issue here: *In*  
14 *the Matter of Linda Fowler*, FPPC No. 15/957 (July 18, 2019). Linda Fowler was a member of the Twin  
15 Rivers Unified School District (TRUSD) Board of Trustees and was the TRUSDs representative on the  
16 Highlands Community Charter and Technical Schools (HCCTS) Board of Trustees, a nonprofit public  
17 benefit corporation operating and controlling a public charter school. While Fowler served as  
18 representative on the HCCTS’s Board of Trustees, Fowler influenced a governmental decision regarding a  
19 contract between HCCTS and Fowler’s consulting company, a company in which she had a financial  
20 interest. By influencing the decision to approve the contract between HCCTS and Fowler’s consulting  
21 company, Fowler was held to have had a prohibited conflict of interest in violation of Government Code  
22 Section 87100. The Commission imposed a penalty of \$3,500. In that case, the Commission considered  
23 that Fowler did not believe she had a conflict where she abstained from voting on the contract, her lack of  
24 prior history, and the relative size of the amount paid out to Fowler under the contract, \$13,000, as  
25 compared to other comparable cases that involved more contracts and considerably more funds.

26  
27  
28 <sup>11</sup> The Political Reform Act—sometimes simply referred to as the Act—is contained in Government Code sections  
81000 through 91014. All statutory references are to this code. The regulations of the Fair Political Practices Commission are  
contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to  
this source.



1 Here, Grace is not a member of the deciding body, but an independent contractor subject to 1090.  
2 According to Grace, GES has earned approximately \$393,734 under the contract executed in 2016, which  
3 is significantly higher than the contract amount at issue in *Fowler*. Similar to Fowler, Grace participated  
4 in the negotiation and appeared in the Board meeting as the general manager while the Board considered  
5 the 2016 contract. He spoke at the meeting and answered clarifying questions about amendments to the  
6 contract.

7 The fourth factor is, the presence or absence of any intention to conceal, deceive or mislead. In this  
8 matter, there is no evidence that Grace had any intent to conceal, deceive, or mislead with respect to the  
9 formation or presentation of the contract at issue. The contracts discussed herein were matters of public  
10 record.

11 The fifth factor is whether the violation was deliberate, negligent or inadvertent. In this matter, the  
12 District had a long standing practice of hiring contractors to fulfill all government services and it is common  
13 that such arrangements would need to be renegotiated. Here, the actions taken by Grace appear to be the  
14 result of inadvertence as opposed to deliberateness or negligence. After the item was introduced by Grace,  
15 Whitman led the presentation of the contract to the Board. During her remarks, Whitman distinguished the  
16 District and GES by using the terms “we” for the District and “them” when referring to GES. At one point  
17 while discussing a particular provision, Whitman noted that it could always be amended “if both sides  
18 agreed,” suggesting to Mr. Grace that it was clear to the public that he was participating in his personal  
19 capacity. The Enforcement Division’s investigation did not find that Grace’s actions were intended or  
20 deliberately violative of conflict-of-interest statutes. Nonetheless, during the meeting, Grace failed to step  
21 aside in his role as general manager in order to negotiate or present the contract to the Board. Grace failed  
22 to hire a separate attorney or agent to negotiate on his behalf. The District failed to solicit competitive bids,  
23 even after the original urgent need for the 2014 contract had passed.

24 The sixth factor is whether the violator demonstrated good faith by consulting the Commission staff  
25 or any other governmental agency in a manner not constituting complete defense under Government Code  
26 Section 83114(b). Here, there is no evidence that Grace sought specific advice about this contract.  
27 Subsequent to violations described herein, Grace contacted the Commission’s Legal Division in 2017;  
28 however, Legal was not able to render advice for past conduct. Therefore, this factor is not relevant.

1 Additionally, as part of this settlement agreement, Grace has completed the Local Officials Ethics Training  
2 Course required by AB 1234.

3 The seventh factor is whether the violation was isolated or part of a pattern and whether the violator  
4 has a prior record of violations of the Political Reform Act or similar laws. Grace has no prior history with  
5 the Commission.

6 The eighth and final factor is whether the violator, upon learning of a reporting violation,  
7 voluntarily filed amendments to provide full disclosure. This factor is not relevant in this matter.

8 After considering the factors listed in Regulation 18361.5, prior similar cases, and other relevant  
9 facts, a total penalty of \$4,500 is recommended.

### 10 CONCLUSION

11 Complainant, the Enforcement Division of the Fair Political Practices Commission, and  
12 Respondent Charles Grace, hereby agrees as follows:

13 1. Respondent violated the Act as described in the foregoing pages, which are a true and  
14 accurate summary of the facts in this matter.

15 2. This stipulation will be submitted for consideration by the Fair Political Practices  
16 Commission at its next regularly scheduled meeting—or as soon thereafter as the matter may be heard.

17 3. This stipulation resolves all factual and legal issues raised in this matter—for the purpose  
18 of reaching a final disposition without the necessity of holding an administrative hearing to determine the  
19 liability of Respondent pursuant to Section 83116.

20 4. Respondent has consulted with his attorney, Amber Maltbie of Nossaman LLP, and  
21 understands, and hereby knowingly and voluntarily waives, any and all procedural rights set forth in  
22 Sections 83115.5, 11503, 11523, and Regulations 18361.1 through 18361.9. This includes, but is not  
23 limited to the right to appear personally at any administrative hearing held in this matter, to be represented  
24 by an attorney at Respondent's own expense, to confront and cross-examine all witnesses testifying at the  
25 hearing, to subpoena witnesses to testify at the hearing, to have an impartial administrative law judge  
26 preside over the hearing as a hearing officer, and to have the matter judicially reviewed.

27 5. Respondent agrees to the issuance of the decision and order set forth below. Also,  
28 Respondent agrees to the Commission imposing against them an administrative penalty in the amount of



1 \$4,500. One or more payments totaling said amount—to be paid to the General Fund of the State of  
2 California—is/are submitted with this stipulation as full payment of the administrative penalty described  
3 above, and same shall be held by the State of California until the Commission issues its decision and order  
4 regarding this matter.

5 6. If the Commission refuses to approve this stipulation—then this stipulation shall become null and  
6 void, and within fifteen business days after the Commission meeting at which the stipulation is rejected,  
7 all payments tendered by Respondent in connection with this stipulation shall be reimbursed to  
8 Respondent. If this stipulation is not approved by the Commission, and if a full evidentiary hearing before  
9 the Commission becomes necessary, neither any member of the Commission, nor the Executive Director,  
10 shall be disqualified because of prior consideration of this Stipulation.

11 7. The parties to this agreement may execute their respective signature pages separately. A  
12 copy of any party's executed signature page, including a hardcopy of a signature page transmitted via fax  
13 or as a PDF email attachment, is as effective and binding as the original.

14  
15 Dated: 11/18/2021

  
\_\_\_\_\_  
Angela J. Brereton, Chief of Enforcement  
Fair Political Practices Commission

16  
17  
18 Dated: 11/11/21

  
\_\_\_\_\_  
Charles Grace

1 The foregoing stipulation in the Matter of "Charles Grace, FPPC Case No. 2020-00416, is hereby  
2 accepted as the final decision and order of the Fair Political Practices Commission, effective upon  
3 execution below by the Chair.

4  
5 IT IS SO ORDERED.

6  
7 Dated: 12/1/21



8 Richard C. Miadich, Chair  
9 Fair Political Practices Commission

**LEGAL INVOICES**  
**UPDATED REDACTION**

FPPC/SLO County DA Conflict of Interest Investigation

Date	Timekeeper	Description	Hours	Amount
11/9/2020	AM2	Begin reviewing [REDACTED]	0.50	272.50
11/10/2020	GWS	Review and analyze [REDACTED]; review [REDACTED]	0.75	450.00
11/12/2020	AM2	Conference call with [REDACTED]	1.50	817.50
11/12/2020	GWS	Telephone conference with [REDACTED]	1.25	750.00
11/13/2020	AM2	Draft [REDACTED]. Revise [REDACTED]	1.50	817.50
11/13/2020	GWS	Review [REDACTED]; review [REDACTED]	0.25	150.00
11/16/2020	AM2	Initial review of [REDACTED]	0.25	136.25
11/16/2020	GWS	Review and analyze [REDACTED]	0.25	150.00
11/17/2020	AM2	Finalize review of [REDACTED]; preparation [REDACTED]	6.00	3270.00
11/18/2020	AM2	Begin draft [REDACTED]	0.25	136.25
11/20/2020	GWS	Telephone conference with [REDACTED]	0.50	300.00
11/24/2020	AM2	Review [REDACTED]; review [REDACTED]	0.75	408.75
11/24/2020	GWS	Review [REDACTED]; respond.	0.25	150.00
11/25/2020	AM2	Attention to [REDACTED]	0.25	136.25
12/4/2020	AM2	Finalize [REDACTED]. Attention to [REDACTED]. Analysis [REDACTED]	3.50	1907.50
12/7/2020	AM2	Conference call with [REDACTED]	2.25	1226.25
12/9/2020	AM2	Draft response to [REDACTED]; review [REDACTED]. Correspond with [REDACTED]	3.75	2043.75
12/14/2020	AM2	Review [REDACTED]. Prepare [REDACTED]. Call with [REDACTED]	2.00	1090.00
12/15/2020	AM2	Attend [REDACTED]; [REDACTED] regarding [REDACTED]	3.50	1907.50
12/22/2020	AM2	Review [REDACTED]; email to [REDACTED]. Conference call with [REDACTED]	1.75	953.75
12/23/2020	AM2	Review [REDACTED] and prepare [REDACTED]	0.75	408.75
12/25/2020	AM2	[REDACTED]	1.00	545.00
12/25/2020	GWS	Prepare [REDACTED]; participate in [REDACTED]	1.25	750.00
12/29/2020	AM2	Respond to [REDACTED]. Finalize [REDACTED]. [REDACTED] communications with [REDACTED]	1.50	817.50
12/29/2020	GWS	Review, revise and edit [REDACTED]	0.75	450.00
12/30/2020	AM2	Finalize [REDACTED] and transmit [REDACTED]	0.50	272.50

FPPC/SLO County DA Conflict of Interest Investigation

Date	Timekeeper	Description	Hours	Amount
1/11/2021	GWS	Review and analyze [redacted]; draft [redacted]	1.25	750.00
1/12/2021	GWS	[redacted]	1.00	600.00
1/15/2021	AM2	Call with [redacted]; prep and debrief [redacted]	2.50	1362.50
1/15/2021	GWS	Prepare for [redacted]; participate in [redacted]; follow up [redacted]	2.25	1350.00
1/19/2021	AM2	Prepare [redacted]	0.50	272.50
1/20/2021	AM2	Finalize [redacted]. Email to [redacted]	2.00	1090.00
1/21/2021	AM2	[redacted] call with [redacted]	1.00	545.00
1/21/2021	GWS	Prepare for [redacted]; participate in [redacted]	1.50	900.00
1/26/2021	AM2	Conference call with [redacted]. Prepare for [redacted]	1.75	953.75
1/26/2021	GWS	Prepare for [redacted]; participate [redacted]; draft email to [redacted]	3.75	2250.00
2/5/2021	AM2	Prepare [redacted]. email to [redacted] re [redacted]	1.50	817.50
2/8/2021	AM2	Finalize [redacted]	0.50	272.50
2/8/2021	GWS	Review and edit [redacted]	0.25	150.00
2/16/2021	AM2	Review [redacted]	0.75	408.75
2/18/2021	AM2	Prepare [redacted]	2.00	1090.00
2/19/2021	AM2	[redacted] call with [redacted]	0.50	272.50
2/19/2021	GWS	Prepare [redacted] with [redacted]	0.75	450.00
2/22/2021	AM2	Prepare [redacted]. Circulate same to [redacted]. Review [redacted]	3.00	1635.00
2/22/2021	GWS	Review and analyze [redacted]; edit [redacted] respond to [redacted]	0.25	150.00
2/23/2021	AM2	Finalize and transmit [redacted]	0.50	272.50
2/25/2021	AM2	Conference call with [redacted]	0.75	408.75
3/4/2021	AM2	Finalize and transmit [redacted]. Correspond with [redacted]; email to [redacted] re [redacted]	0.50	272.50
3/16/2021	AM2	[redacted]	1.50	817.50
3/18/2021	AM2	Finalize [redacted]. Review [redacted]	5.50	2997.50
3/18/2021	GWS	Review, analyze and edit [redacted]; email [redacted]	1.25	750.00
3/22/2021	AM2	Revise [redacted]; attention to [redacted]	1.75	953.75
3/23/2021	GWS	Review and edit [redacted]	0.50	300.00

FPPC/SLO County DA Conflict of Interest Investigation

Date	Timekeeper	Description	Hours	Amount
3/24/2021	AM2	Call with [REDACTED]; review [REDACTED]	0.50	272.50
4/7/2021	AM2	Follow up with [REDACTED]. Update [REDACTED]	2.50	1362.50
4/12/2021	AM2	Review [REDACTED]; continue research/notes on [REDACTED]. Emails to [REDACTED] re [REDACTED]	2.00	1090.00
4/26/2021	AM2	[REDACTED]	0.25	136.25
4/29/2021	GWS	Further preparation for [REDACTED]	1.00	600.00
4/30/2021	AM2	Call with [REDACTED]. Prepare for [REDACTED]	1.50	817.50
4/30/2021	GWS	Conference call with [REDACTED]	1.25	750.00
5/12/2021	AM2	Review [REDACTED]; email to [REDACTED] re [REDACTED]	0.25	136.25
5/12/2021	AM2	Draft [REDACTED]. Analysis of [REDACTED]	1.00	545.00
5/13/2021	AM2	Continue drafting [REDACTED]	2.25	1226.25
5/14/2021	AM2	Continue drafting [REDACTED]	1.25	681.25
5/17/2021	AM2	Continued attention to [REDACTED]	1.50	817.50
5/18/2021	AM2	Finalize [REDACTED] call [REDACTED]	5.00	2725.00
5/18/2021	GWS	Prepare for [REDACTED]; review and analyze [REDACTED]; [REDACTED]	2.00	1200.00
5/19/2021	AM2	Finalize [REDACTED] prepare [REDACTED]. Make revisions [REDACTED]	4.00	2180.00
5/19/2021	GWS	Review and analyze [REDACTED]; draft [REDACTED]	0.25	150.00
5/20/2021	AM2	Prepare and circulate [REDACTED]. Transmit [REDACTED]	2.75	1498.75
5/21/2021	AM2	Finalize [REDACTED]	1.25	681.25
5/21/2021	GWS	Review and analyze [REDACTED]	0.25	150.00
5/24/2021	AM2	Modify [REDACTED] email to [REDACTED]. Finalize a [REDACTED]	0.25	136.25
5/24/2021	GWS	Review and analyze [REDACTED]	0.25	150.00
6/2/2021	AM2	[REDACTED]; call with [REDACTED]	0.50	272.50
6/7/2021	AM2	[REDACTED]-call with [REDACTED]; [REDACTED]	0.25	136.25
6/7/2021	GWS	Prepare for [REDACTED]; participate [REDACTED]	0.50	300.00
6/8/2021	AM2	[REDACTED] call with [REDACTED]	0.50	272.50
6/16/2021	AM2	Attention to [REDACTED]	0.25	136.25
6/17/2021	AM2	Prepare [REDACTED]	1.00	545.00
6/21/2021	AM2	Finalize [REDACTED]	0.25	136.25
7/1/2021	AM2	[REDACTED] call with [REDACTED]. Prepare for and attention to [REDACTED]	2.25	1226.25
7/1/2021	GWS	Prepare for [REDACTED]; participate in [REDACTED]	1.00	600.00
7/6/2021	AM2	Prepare [REDACTED]; attention to [REDACTED]	1.50	817.50

FPPC/SLO County DA Conflict of Interest Investigation

Date	Timekeeper	Description	Hours	Amount
7/8/2021	AM2	Conference call with [REDACTED]	2.75	1498.75
7/8/2021	GWS	Conference call with [REDACTED]	0.75	450.00
7/14/2021	AM2	Conference call with [REDACTED]; attention to [REDACTED]	1.50	817.50
7/20/2021	AM2	Review [REDACTED]. Review [REDACTED]	0.50	272.50
8/11/2021	GWS	Review and analyze [REDACTED]	1.25	750.00
8/13/2021	GWS	Telephone conference with [REDACTED]	1.00	600.00
8/16/2021	AM2	Call with [REDACTED]. Attention to [REDACTED]	1.25	681.25
8/20/2021	AM2	Attention to [REDACTED]	0.50	272.50
8/24/2021	AM2	[REDACTED]; research [REDACTED]	1.00	545.00
8/25/2021	AM2	Review [REDACTED]	0.25	136.25
8/25/2021	AM2	Conference call with [REDACTED]	1.50	817.50
8/26/2021	AM2	Finalize [REDACTED]	1.00	545.00
8/27/2021	AM2	Attention to [REDACTED]; email with [REDACTED]. Finalize [REDACTED]	0.50	272.50
8/31/2021	AM2	Finalize [REDACTED]. Correspond with [REDACTED]	3.25	1771.25
9/1/2021	AM2	Correspond with [REDACTED] re [REDACTED]	0.25	136.25
9/8/2021	AM2	Review [REDACTED]. Attention to [REDACTED]. Prepare [REDACTED]	1.75	953.75
9/9/2021	AM2	[REDACTED] call with [REDACTED] re [REDACTED]. Finalize [REDACTED]	1.50	817.50
9/9/2021	GWS	Conference call with [REDACTED]	1.00	600.00
9/20/2021	AM2	Attention to [REDACTED]	0.25	136.25
10/18/2021	AM2	Initial review and analysis of [REDACTED]; email to [REDACTED] re [REDACTED]	0.50	272.50
10/20/2021	AM2	Review [REDACTED]; correspond with [REDACTED] re [REDACTED]	0.25	136.25
10/21/2021	AM2	Prepare for [REDACTED]; [REDACTED]	4.00	2180.00
10/21/2021	GWS	Review and analyze [REDACTED]	0.25	150.00
10/22/2021	AM2	Review [REDACTED]; analysis of [REDACTED]. [REDACTED]; email to [REDACTED] re [REDACTED]	1.00	545.00
10/23/2021	AM2	Continued attention to [REDACTED]; call with [REDACTED]	1.50	817.50
10/24/2021	AM2	Continue [REDACTED]	0.50	272.50
10/25/2021	AM2	Calls with [REDACTED] re [REDACTED]. Draft [REDACTED]. Begin preparing [REDACTED]	2.75	1498.75

FPPC/SLO County DA Conflict of Interest Investigation

Date	Timekeeper	Description	Hours	Amount
10/25/2021	GWS	Review and analyze [redacted]; review [redacted]	0.25	150.00
10/26/2021	AM2	Respond to [redacted] re [redacted]. Continue drafting [redacted]	1.25	681.25
10/26/2021	GWS	Review and analyze [redacted]	0.25	150.00
10/27/2021	AM2	Review [redacted]; finalize [redacted]; follow up with [redacted]. Respond to [redacted] to [redacted]	2.75	1498.75
10/28/2021	GWS	Review [redacted]	0.25	150.00
10/29/2021	AM2	Review [redacted]; email to [redacted] re [redacted]	0.25	136.25
10/29/2021	GWS	Review and analyze [redacted]; further review of [redacted]	0.50	300.00
10/30/2021	AM2	[redacted]	0.25	136.25
11/1/2021	AM2	Finalize [redacted]	0.25	136.25
11/1/2021	GWS	Review [redacted] and respond.	2.50	1500.00
11/2/2021	GWS	Review [redacted]	0.25	150.00
11/2/2021	GWS	Review [redacted]; respond.	0.25	150.00
11/3/2021	AM2	Prepare [redacted]. Review [redacted]	0.50	272.50
11/4/2021	GWS	Draft [redacted]	0.25	150.00
11/4/2021	GWS	Review [redacted]; respond to [redacted]	0.25	150.00
11/5/2021	AM2	Call with [redacted]	0.25	136.25
11/8/2021	GWS	Review [redacted]	0.25	150.00
11/8/2021	GWS	Review [redacted]	0.25	150.00
11/9/2021	AM2	Correspond with [redacted]; emails with [redacted] re [redacted] follow up re [redacted]. Review [redacted]	0.50	272.50
11/15/2021	GWS	Review [redacted]; respond.	0.25	150.00
11/16/2021	AM2	Attention to [redacted]; finalize [redacted] and transmit [redacted]	1.50	817.50
11/17/2021	AM2	Attention to [redacted]	0.25	136.25
11/18/2021	AM2	Attend [redacted]	1.75	953.75
		<b>TOTAL</b>		49246.63