

Board of Directors San Simeon Community Services District



REGULAR BOARD MEETING PACKET

**Tuesday January 11, 2022
Meeting Start Time 5:00 pm**

Virtual Board Meeting via Zoom Webinar
Webinar Code: **873 0781 0050**

Prepared by:



AGENDA
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR BOARD MEETING
Tuesday, January 11, 2021
5:00 pm

Pursuant to San Simeon CSD Resolution 21-438 and incompliance 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 are unable to access the meeting please contact Cortney Murguia at (805) 927-4778 prior to the meeting start time and staff can assist you in accessing the meeting. Should you have any questions related to the information on this agenda or if you wish to submit public comment in the written format you can email Cortney Murguia at admin@sansimeoncsd.org. Members of the public can also contact the District office at (805) 927-4778 or (805) 400-7399 with any questions or concerns related to this agenda or accessing the meeting.

1. REGULAR SESSION: 5:00 PM - <https://us02web.zoom.us/j/87307810050>

A. Roll Call

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

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

3. SPECIAL PRESENTATIONS AND REPORTS:

A. STAFF REPORTS:

- i. **Sheriff's Report** – Report for December.
- ii. **CHP Report** – Report for December.
- iii. **Superintendent's Report** – Summary of December Activities.
- iv. **General Manager's Report** – Summary of December Activities.
- v. **District Financial Summary** – Summary of December Financials.
- vi. **District Counsel's Report** – Summary of December Activities.
- vii. **Board Member Report** – Summary of December Activities.

B. AD-HOC COMMITTEE REPORTS:

- i. **Status Update** – Disbursements Journal Review Committee.
- ii. **Status Update** – Policy & Procedures Committee.
- iii. **Status Update** – Update on District Ordinance 107 Parking on District Streets and draft Ordinance 122 Parking on District Streets.
- iv. **Status Update** – Budget Committee.
- v. **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 DECEMBER 14, 2021.**
- B. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON DECEMBER 21, 2021.**
- C. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- D. ADOPTION OF RESOLUTION 22-439 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB 361.**

5. PUBLIC HEARING:

Public Comment – Public comment will be allowed for each individual public hearing item. Members of the public wishing to speak on public hearing 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 public hearing item.

- A. SECOND READING AND ADOPTION OF ORDINANCE NO. 122 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT REGARDING PARKING REGULATIONS.**

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 CANDIDATES TO REPLACE THE BOARD OF DIRECTOR VACANCY CREATED BY THE RESIGNATION OF WILLIAM CARSON AND BOARD APPOINTMENT OF THE NEW DIRECTOR.**
- B. DISCUSSION, REVIEW AND APPROVAL OF STANDING COMMITTEE MEMBERS AND AD-HOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01 AND 13.03.**
- C. DISCUSSION, REVIEW AND APPROVAL OF THE 2022 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT.**
- D. DISCUSSION, REVIEW AND APPROVAL OF PROPOSED EDITS TO THE POLICY AND PROCEDURES MANUAL.**
- E. DISCUSSION, REVIEW AND APPROVAL OF KATHLEEN FRY BOOKKEEPING SERVICES TO PERFORM BOOKKEEPING SERVICES FOR THE DISTRICT.**
- F. DISCUSSION, REVIEW AND APPROVAL OF A PROPOSAL FROM COOPERATIVE STRATEGIES FOR REDISTRICTING SERVICES NOT TO EXCEED THE AMOUNT OF \$19,500.00.**

7. CLOSED SESSION:

This public comment period provides an opportunity for members of the public to address the Board on Closed Session Agenda Items. Public Comment is limited to three (3) minutes.

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

- A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Pursuant to Government Code section §54956.9(d)(1)
Name of Case – Robert Hather v. San Simeon Community Services District, et al.

MEMBERS OF THE PUBLIC: Please Join Us for the Remainder of the Meeting – Part Two is Here:

<https://us02web.zoom.us/j/89334961643?pwd=NWx2V3lKaUdTTmI2RmVVaGpBYk5hQT09>

Meeting ID: 893 3496 1643

Passcode: 972125

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

Report on Closed Session

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

9. ADJOURNMENT –

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

Item 3.A.ii

Prepared by: Jerry Copeland

1. Wastewater Treatment Plant

- All sampling, testing, and reporting at the Wastewater Treatment Plant was performed as required by the Regional Water Quality Control Board (RWQCB).
- The monthly report was submitted to the State Water Resources Control Board (SWRCB).
- Representatives from RWQCB visited WWTP for an inspection prior to the issuance of a new permit in 2022. There are no remediations required as a result of this inspection.

2. Water Treatment and Distribution System

- All 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).
- Monthly water meter reading was performed.
- A water service line leak was repaired on Balboa Ave.
- The radio that communicates information to the Supervisory Control and Data and Data Acquisition (SCADA) system was replaced at the well site.

3. District and Equipment Maintenance

- Staff continues with all the scheduled preventive maintenance for all the equipment at the facilities.

San Simeon Community Services District

Superintendent's Report

December 2021

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	Chloride Wells 2	Recycled Water Distributed	Water Level Well 1	Water Level Well 2	Rainfall in Inches	State Flows
12/01/21	Wednesday	32,638	34,480	748	47,124	47,872	0	0	0	-	-	-	0	11.3	11.2	0.00	0
12/02/21	Thursday	39,165	45,200	49,443	0	49,443	0	0	0	32	-	-	0	11.3	11.1	0.00	0
12/03/21	Friday	42,643	47,830	13,838	45,927	59,765	0	0	0	-	-	-	0	11.1	10.9	0.00	0
12/04/21	Saturday	47,880	51,680	43,608	0	43,608	0	0	0	-	38	-	0	11.2	11.1	0.00	0
12/05/21	Sunday	52,719	56,390	0	72,257	72,257	0	0	0	-	-	30	0	10.2	10.0	0.00	0
12/06/21	Monday	52,548	53,340	42,786	0	42,786	0	0	0	-	53	-	0	10.3	10.1	0.00	0
12/07/21	Tuesday	45,255	47,910	34,483	56,100	90,583	0	0	0	-	-	-	0	10.3	10.3	0.00	0
12/08/21	Wednesday	37,819	42,860	224	0	224	0	0	0	-	53	-	0	10.4	10.3	0.04	0
12/09/21	Thursday	39,568	44,360	65,749	0	65,749	0	0	0	-	-	-	0	10.5	10.4	0.00	462
12/10/21	Friday	45,482	51,180	0	50,490	50,490	0	0	0	38	-	-	0	10.6	10.3	0.00	964
12/11/21	Saturday	50,840	55,060	80,186	0	80,186	0	0	0	-	-	-	0	10.7	10.4	0.00	1,345
12/12/21	Sunday	51,074	56,650	1,646	46,077	47,722	0	0	0	-	-	-	0	10.8	10.7	0.04	1,744
12/13/21	Monday	83,390	89,930	54,454	43,309	97,764	0	0	0	-	32	-	0	10.9	10.8	1.92	1,545
12/14/21	Tuesday	108,855	115,900	0	0	0	0	0	0	-	-	-	0	9.8	9.6	0.52	7,710
12/15/21	Wednesday	88,863	92,790	58,868	7,405	66,273	0	0	0	32	32	30	0	9.6	9.2	0.00	7,881
12/16/21	Thursday	116,069	120,750	0	82,355	82,355	0	0	0	-	-	-	0	9.5	9.2	1.04	6,800
12/17/21	Friday	83,444	86,330	0	65,824	65,824	0	0	0	-	-	-	0	9.1	8.8	0.00	9,459
12/18/21	Saturday	68,134	73,550	9,649	53,332	62,982	0	0	0	-	-	-	0	9.6	9.3	0.00	3,900
12/19/21	Sunday	61,975	66,720	64,178	6,134	70,312	0	0	0	-	-	-	0	9.8	9.7	0.00	3,034
12/20/21	Monday	70,549	76,930	10,023	44,955	54,978	4,582	3,009	1,573	-	-	-	0	10.0	9.7	0.00	2,738
12/21/21	Tuesday	58,636	64,220	77,268	9,275	86,544	0	0	0	-	-	-	0	10.0	9.8	0.00	1,240
12/22/21	Wednesday	162,711	176,840	7,704	44,282	51,986	0	0	0	30	-	-	0	10.1	9.9	1.64	1,830
12/23/21	Thursday	195,541	194,430	53,258	26,629	79,886	0	0	0	-	-	-	0	8.7	8.6	1.12	14,673
12/24/21	Friday	111,683	109,840	0	60,064	60,064	0	0	0	-	-	-	0	7.5	7.4	0.20	25,102
12/25/21	Saturday	126,106	129,210	0	57,820	57,820	0	0	0	-	-	-	0	8.4	8.1	0.52	10,226
12/26/21	Sunday	99,185	105,430	11,893	43,010	54,903	0	0	0	-	-	-	0	8.0	7.6	0.00	13,540
12/27/21	Monday	117,736	116,860	55,053	11,070	66,123	0	0	0	-	-	-	0	8.7	8.5	0.40	8,110
12/28/21	Tuesday	95,825	94,580	0	82,355	82,355	0	0	0	-	-	-	0	8.7	8.6	0.00	8,037
12/29/21	Wednesday	164,870	166,080	1,047	55,053	56,100	0	0	0	-	-	-	0	9.0	9.0	0.84	10,609
12/30/21	Thursday	115,923	127,070	0	85,122	85,122	0	0	0	-	-	-	0	7.8	7.7	0.00	19,074
12/31/21	Friday	79,094	105,310	0	55,801	55,801	0	0	0	30	-	-	0	8.7	8.5	0.00	18,069
TOTALS		2,546,220	2,699,710	736,107	1,151,770	1,887,877	4,582	3,009	1,573				0			8.28	178,092
Average		82,136	87,087	23,745	37,154	60,899	148	97	51	32	42	30	0	9.8	9.6	0.27	5,745
Minimum		32,638	34,480	0	0	0	0	0	0	30	32	30	0	7.5	7.4	0.00	0
Maximum		195,541	194,430	80,186	85,122	97,764	4,582	3,009	1,573	38	53	30	0	11.3	11.2	1.92	25,102

DATA SUMMARY SHEET

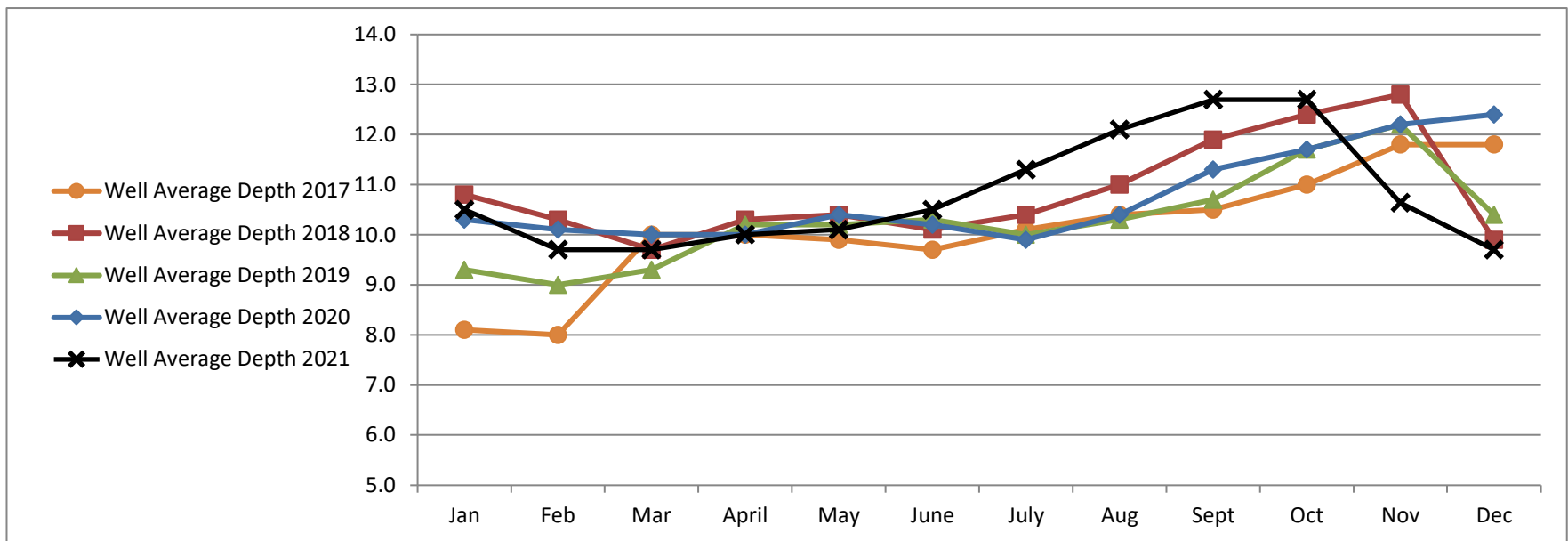
2021													
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total for 2021
Wastewater Influent	2,399,103	1,705,622	1,820,175	1,763,875	1,619,717	1,901,547	2,158,434	1,943,680	1,675,426	1,703,610	1,507,913	2,546,220	22,745,322
Wastewater Final Effluent (Month Cycle)	2,546,130	1,747,000	1,874,290	1,827,000	1,826,280	2,057,550	2,281,620	1,997,150	1,837,180	1,801,220	1,613,060	2,699,710	24,108,190
Adjusted Wastewater Influent (- State Flow)	2,148,485	1,645,420	1,765,245	1,705,967	1,552,211	1,825,611	2,078,540	1,854,274	1,603,573	1,644,544	1,471,062	2,368,128	21,663,060
Water Produced (month cycle)	1,851,150	1,682,402	1,907,250	2,114,147	2,080,786	2,385,297	2,699,083	2,171,145	2,100,384	1,955,870	1,743,588	1,887,877	24,578,981
Sewer Influent/Water Produced Ratio	1.30	1.05	0.95	0.83	0.78	0.80	0.88	0.92	0.80	0.87	0.87	1.35	N/A
Adjusted Sewer/Water Produced 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
Well 1 Water Production	90,358	3,590	101,952	972,774	1,010,847	1,793,480	2,693,847	2,169,948	2,098,963	1,152,668	837,610	736,107	13,662,145
Well 2 Water Production	1,760,792	1,678,811	1,805,298	1,141,373	1,069,939	591,818	5,236	1,197	1,421	803,202	905,978	1,151,770	10,916,835
Total Well Production	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
Water Well 1 Avg Depth to Water	10.6	9.9	9.8	10.1	10.2	10.6	9.9	10.5	11.3	12.8	10.8	9.8	N/A
Water Well 2 Avg Depth to Water	10.4	9.6	9.5	9.8	9.9	10.3	9.8	10.3	11.2	12.6	10.5	9.6	N/A
Average Depth to Water 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 Avg Depth to Water from 2020	+0.2	-0.4	-0.3	0.0	-0.2	+0.3	+0.1	+0.1	+0.6	+0.5	-1.2	-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%	3%	3%	4%	2%	7%	N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	0	4,500	0	4,500	9,000	4,500	9,000	0	4,500	22,500	0	0	58,500
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	0
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	0
Constituent Exceeded	None	None	None	None	None	None	None	None	None	None	None	None	N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2020													
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Total for 2020
Wastewater Influent	2,215,755	1,971,958	1,944,913	1,583,618	1,850,716	2,266,319	2,341,110	2,516,424	1,858,385	1,825,386	1,542,483	1,305,557	23,222,624
Wastewater Final Effluent (Month Cycle)	2,168,690	1,922,920	1,846,450	1,555,350	1,707,500	2,045,070	2,304,980	2,397,730	1,907,070	1,915,400	1,661,370	1,431,330	22,863,860
Adjusted Wastewater Influent(- State Flow) *	1,958,507	1,780,122	1,818,999	1,500,460	1,748,006	2,201,429	2,262,301	2,440,274	1,798,005	1,763,948	1,490,514	1,257,657	22,020,222
Water Produced (month cycle)	1,843,670	1,872,693	1,514,688	1,215,724	1,962,303	2,261,129	2,673,502	2,726,684	2,321,568	2,242,803	1,894,160	1,785,252	24,314,177
Sewer Influent/Water Produced Ratio	1.20	1.05	1.28	1.31	0.94	1.00	0.88	0.92	0.80	0.81	0.81	0.73	N/A
Adjusted Sewer/Water Ratio	0.94	0.95	1.20	1.24	0.89	0.91	0.85	0.90	0.78	0.79	0.79	0.71	N/A
Average Depth of Both Wells	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3	12.2	12.8	12.5	N/A
Change in Average Depth to Water from 2019	+1.0	+1.1	+0.7	-0.2	+0.2	+0.1	+0.1	+0.1	+0.6	+0.5	+0.6	+1.1	N/A
Average Chloride mg/L at the Wells	32	32	32	-	-	-	-	-	-	<30	<30	55	N/A
State Wastewater Treated	257,248	191,836	125,914	83,158	102,710	64,890	78,809	76,150	60,380	61,438	51,969	47,900	1,202,402
State % of Total WW Flow	12%	10%	6%	5%	6%	3%	3%	3%	3%	3%	3%	4%	N/A
Recycled Water Sold (Gallons)	0	0	0	0	0	0	0	0	0	0	0	0	0
Biosolids Removal (Gallons)	4,500	9,000	9,000	0	4,500	4,500	9,000	0	4,500	4,500	4,500	4,500	58,500
WW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
RW Permit Limitation Exceeded	0	0	0	0	0	0	0	0	0	0	0	0	N/A
Constituent Exceeded	None	None	None	None	None	None	None	None	None	None	None	None	N/A
Sample Limit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Sample Result	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

San Simeon Community Services District

Superintendent's Report

December 2021

	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Well Average Depth 2017	8.1	8.0	10.0	10.0	9.9	9.7	10.1	10.4	10.5	11.0	11.8	11.8
Well Average Depth 2018	10.8	10.3	9.7	10.3	10.4	10.1	10.4	11.0	11.9	12.4	12.8	9.9
Well Average Depth 2019	9.3	9.0	9.3	10.2	10.2	10.3	10.0	10.3	10.7	11.7	12.2	10.4
Well Average Depth 2020	10.3	10.1	10.0	10.0	10.4	10.2	9.9	10.4	11.3	11.7	12.2	12.4
Well Average Depth 2021	10.5	9.7	9.7	10.0	10.1	10.5	11.3	12.1	12.7	12.7	10.6	9.7



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



GENERAL MANAGER'S REPORT

Item 3.A.iii

GES Staff Activity – Report on staff activities for the month of December 2021.

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 both a regular and special Board meeting.

GES Staff also attended to the following items:

- Responded to fifteen (15) public records requests.
- Prepared and distributed a letter request for bookkeeping services.
- Coordinated with Dudek, Stillwater and Akel engineering firms.

Update on District Grants:

OPC Grant – No update.

LCP Grant – No update.

Prop 1 Grant – No update.

Update on District Projects:

Update on Coastal Hazard Response Plan (CHRP) – In progress.

Update on the Instream Flow Management Study (IFMS) – Stillwater reviewed the creek area to determine access points and staff worked on coordinating access with the Hearst Corporation.

Update on the Urban Water Management Plan (UWMP) – Akel Engineering effort consisted of attending the kick-off meeting with staff, reviewing data collections, master plan report and North Coast Area Plan, performing existing and future development analysis, water supply & demand projection.

Rate Study – Work on this project is scheduled to resume in January.

Hearst Encroachment – Staff sent the Board approved agreement back to the Hearst Corporation for their approval. Staff continues to work towards executing the agreement.

Water Tank Project Update – No update.

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

SAN SIMEON COMMUNITY SERVICES DISTRICT



3.A.iv FINANCIAL SUMMARY

Billing December 31, 2021

November Billing Revenue	\$	80,921.39
December Billing Revenue	\$	69,463.21
 Past Due (60+ days)	 \$	 9,500.22

ENDING BANK BALANCES

December 31, 2021

PACIFIC PREMIER BANK:

Money Market Account Closing Balance November 30, 2021	\$	1,064,490.62
Interest for December	\$	27.12
Money Market Account Closing Balance December 31, 2021	\$	1,064,517.74
Reserve Fund		(250,000.00)
Wait-list Deposits		(80,098.60)
Customer Deposits		(8,400.00)
Available Funds	\$	726,019.14

General Checking Account December 31, 2021 **\$ 155,704.59**

LAIF Closing Balance December 31, 2021 **\$ 561.30**

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

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

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

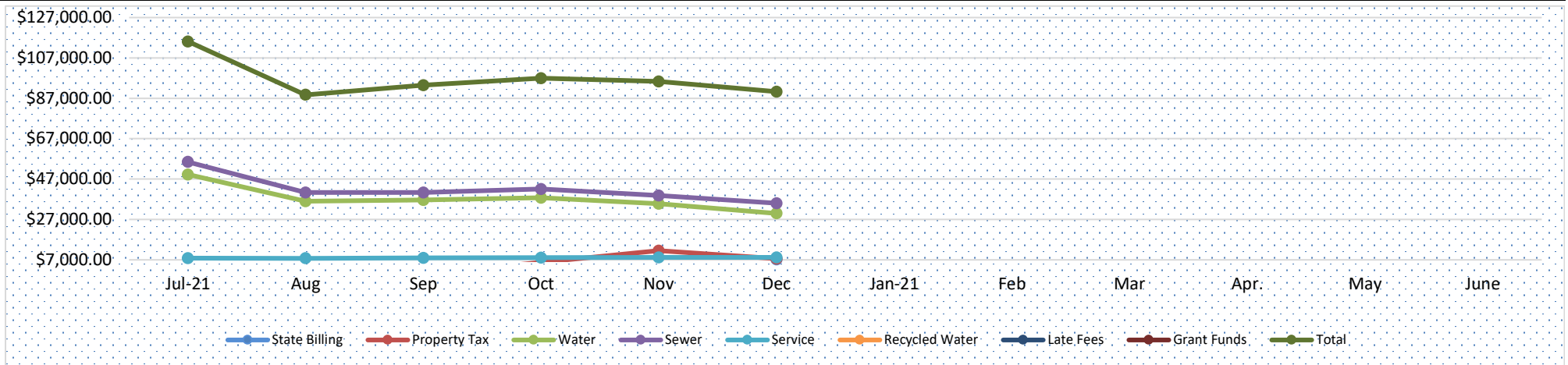
SAN SIMEON COMMUNITY SERVICES DISTRICT
Balance Sheet
As of December 31, 2021

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty cash	150.00
1015 · Pac Prem Ckg-6603	150,334.74
1017 · Pacific Premier-Money Market	1,064,517.74
1050 · LAIF - non-restricted cash	560.96
Total Checking/Savings	1,215,563.44
Other Current Assets	
1200 · Accounts receivable	88,432.76
1220 · A/R - Hearst Castle	0.01
1300 · Prepaid insurance expense	5,896.69
Total Other Current Assets	94,329.46
Total Current Assets	1,309,892.90
Fixed Assets	
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
Total 1400 · Fixed assets	3,748,190.27
1450 · Construction in Progress	
1670 · Reservoir / Water Tanks	287,693.56
Total 1450 · Construction in Progress	287,693.56
1690 · Accumulated depreciation	(1,586,371.18)
Total Fixed Assets	2,449,512.65
TOTAL ASSETS	3,759,405.55
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts payable	(3,386.00)
Total Accounts Payable	(3,386.00)
Other Current Liabilities	
2020 · Other accrued liabilities	94.44
2100 · Payroll liabilities	(15.30)
2500 · Customer security deposits	8,450.00
2510 · Connect hookup wait list	80,098.60
Total Other Current Liabilities	88,627.74
Total Current Liabilities	85,241.74

	<u>Dec 31, 21</u>
Long Term Liabilities	
2520 · USDA Loan Principal Bal	434,352.98
Total Long Term Liabilities	<u>434,352.98</u>
Total Liabilities	519,594.72
Equity	
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
3210 · Unrestricted-Undesignatd Equity	602,616.56
Net Income	25,481.63
Total Equity	<u>3,239,810.83</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,759,405.55</u></u>

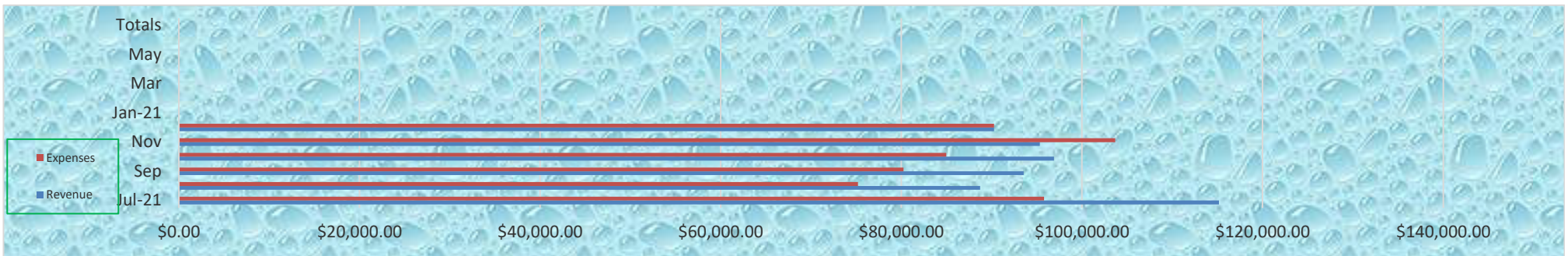
DISTRICT REVENUE FY 2021/2022

	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							\$26,521.72
Water	\$49,269.78	\$36,018.10	\$36,656.78	\$37,820.36	\$34,769.42	\$30,061.95							\$224,596.39
Sewer	\$55,516.22	\$40,331.83	\$40,336.81	\$42,047.97	\$38,874.20	\$35,068.70							\$252,175.73
Service	\$7,910.24	\$7,834.18	\$7,977.48	\$8,080.85	\$8,272.49	\$8,272.49							\$48,347.73
Recycled Water													\$0.00
Late Fees	\$2,349.85	\$3,168.75	\$2,222.38	\$3,159.93	\$1,854.16	\$1,966.24							\$14,721.31
Grant Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							\$0.00
Total	\$115,161.87	\$88,734.00	\$93,544.31	\$96,918.45	\$95,353.69	\$90,265.34							\$579,977.66
Water Sold Cu Ft	357524	261467	253458	262346	241618	210787							1587200
Water Sold Acre ft	8.21	6.00	5.82	6.02	5.55	4.84							36.44



REVENUE VS EXPENSES

	Jul-21	Aug	Sep	Oct	Nov	Dec	Jan-21	Feb	Mar	Apr.	May	June	Totals
Revenue	\$115,161.87	\$88,734.00	\$93,544.31	\$96,918.45	\$95,353.69	\$90,265.34							
Expenses	\$95,803.89	\$75,209.49	\$80,233.53	\$84,995.77	\$103,695.19	\$90,282.75							
Balance	\$19,357.98	\$13,524.51	\$13,310.78	\$11,922.68	(\$8,341.50)	(\$17.41)							



**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	\$107,297.06	\$73,231.73	\$111,111.00	\$1,127,374.38
Expense	\$81,495.91	\$74,250.58	\$102,279.81	\$104,990.12	\$111,554.79	\$92,037.25	\$94,850.91	\$94,625.06	\$71,744.58	\$105,016.25	\$89,244.32	\$98,066.81	\$1,120,156.39
Balance	\$15,960.76	\$31,500.00	\$20,575.14	(\$16,823.01)	(\$29,080.67)	\$21,838.75	(\$23,025.98)	(\$22,583.68)	\$9,544.27	\$2,280.81	(\$16,012.59)	\$13,044.19	\$7,217.99
Water Sold Cu Ft	334631	367360	332914	275609	243491	195107	236456	227602	197397	288979	236030	311046	3,246,622
Water Sold Acre f	7.68	8.43	7.64	6.33	5.59	4.48	5.43	5.23	4.53	6.63	5.42	7.14	74.53

FY 2019/2020

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

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	\$101,070.90	\$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)	\$29,275.21	(\$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 f	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 Committee Reports:



ADHOC COMMITTEE REPORTS

List of Committee Members:

- i. **Status Update**– Disbursements Journal Review Committee members:
Vacancy and Vice-Chairperson Giacoletti.
- ii. **Status Update** – Policy & Procedures Committee members: Chairperson
Kellas and Vacancy.
- iii. **Status Update** – Parking on District Streets Committee members: Director
de la Rosa and Vice-Chairperson Giacoletti.
- iv. **Status Update** – Budget Committee members:
Michael Hanchett, Miguel Sandoval, Luz Hernandez, Vacancy (Committee
Chairperson)
- v. **Status Update** – Water Committee members:
John Russell, Leroy Price, Michael Hanchett, Director Daniel de la Rosa

**4.A. Consent Agenda Items:
Approval of December 14, 2021 Regular Meeting
Minutes**

MINUTES
SAN SIMEON COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS REGULAR BOARD MEETING
Tuesday, December 14, 2021
5:00 pm

Pursuant to San Simeon CSD Resolution 21-437 and incompliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

1. REGULAR SESSION: 5:02 PM

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

2. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

Public Comment –

(8:40) Henry Krzciuk commented on the November 29, 2021 closed session report out.

(12:40) Julie Tacker commented on the Board decision to indemnify Grace Environmental Services. She stated that Mr. Grace is a bright man.

(17:30) Michael Donahue asked Charlie Grace if he was the General Manager and had taken the Oath of Office. Mr. Grace responded that he was the General Manager and stating that he had taken the Oath of Office.

3. SPECIAL PRESENTATIONS AND REPORTS: (18:44)

A. STAFF REPORTS:

- i. **Sheriff's Report –** None
- ii. **CHP Report – (18:46)** Lt. Chandler Stewart provided a summary report of November activities.
- iii. **Superintendent's Report – (22:00)** Charlie Grace provided a summary of November activities.
- iv. **General Manager's Report – (23:10)** Charlie Grace provided a summary of November activities. Jeff Oliveira provided a brief update on the LCP grant.
- v. **Financial Summary – (27:33)** Charlie Grace provided a summary of November activities.
- vi. **District Counsel's Report – (28:50)** Jeff Minnery provided a summary of November legal activities.
- vii. **Board Member Report – (29:54)** None.

B. AD-HOC COMMITTEE REPORTS:

- i. Status Update Disbursements Journal Review Committee – (30:01) No update was provided.
- ii. Status Update Policy & Procedures Committee – (30:10) The committee's recommendations will be presented at the January Board meeting.
- iii. Status Update Parking on District Streets – (30:25) None.
(30:58) Michael Donahue and Jeff Oliveira discussed the CHRP grant and a date for the kickoff meeting. The possibility of a conference call with members of the public was discussed.
- iv. Status Update Budget & Water Committee – (33:45) No update was provided.

Public Comment –

(34:12) Julie Tacker commented.

(41:00) Henry Krzciuk commented.

(43:50) Michael Donahue asked about pulling Item 4E from the consent agenda.

(44:20) Michael Cruz commented.

4. CONSENT AGENDA ITEMS:

(46:18) Director Donahue, Chairperson Kellas, and Jeff Minnery discussed the process of pulling an item from the consent agenda. Jeff Minnery clarified the process. There was continued discussion about consent agenda item 4E.

- A. REVIEW AND APPROVAL OF MINUTES FOR THE REGULAR MEETING ON NOVEMBER 9, 2021.**
- B. REVIEW AND APPROVAL OF MINUTES FOR THE SPECIAL MEETING ON NOVEMBER 29, 2021.**
- C. REVIEW AND APPROVAL OF DISBURSEMENTS JOURNAL.**
- D. ADOPTION OF RESOLUTION 21-438 TO CONTINUE VIRTUAL MEETINGS PURSUANT TO THE PROVISIONS OF AB-361.**
- E. APPROVAL OF A CONFLICT WAIVER REGARDING SB1383 AND SLO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY (IWMA).**

(49:48) Chairperson Kellas asked that page 2 Item 3B of the November 29, 2021 minutes be corrected. Director de la Rosa's vote be reflected as a "Yes".

(50:00) Vice-Chairperson Giacoletti requested that page 7 Item 6H of the November 9, 2021 minutes be corrected. The sentence "Her and Jeff Minnery" be changed to "Jeffrey Minnery and her".

(51:35) Vice-Chairperson Giacoletti asked about several payments that were part of the disbursements journal.

Public Comment –

(54:50) Henry Krzciuk commented.

(57:45) Julie Tacker commented.

(1:00:21) A motion was made to approve items A-E of the consent agenda with the recommended changes to the meeting minutes.

Motion: Chairperson Kellas

2nd: Director de la Rosa

Vote: 4/0

Absent: 0

Roll Call: Kellas: Yes

Giacoletti: Yes

de la Rosa: Yes

Donahue: Yes

5. PUBLIC HEARING:

- A. SECOND READING AND ADOPTION OF ORDINANCE NO. 123 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO ADOPT MANDATORY SOLID WASTE, ORGANIC WASTE, AND RECYCLING MATERIALS RULES AND REGULATIONS AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA. (1:01:12)**

(1:02:00) Director Donahue commented that this matter seemed complex and would create additional workload for staff. Jeff Minnery provided background information on the need for Ordinance No. 123.

(1:04:25) There was further discussion on this matter between Vice-Chairperson Giacoletti, Director Donahue, and Director de la Rosa.

Public Comment –

(1:09:55) Henry Krzciuk commented.

(1:13:35) Julie Tacker commented.

(1:16:35) Michael Hanchett commented.

(1:17:49) A motion was made to place a hold on the transfer of solid waste powers.

(1:18:04) Jeff Minnery provided additional information to the Board about SB1383 rules and applicable state mandates related the bill. Director Donahue and Chairperson Kellas further discussed solid waste powers.

(1:22:10) A motion was made to waive the full reading and adopt Ordinance 123 by title.

Motion: Chairperson Kellas

2nd: Director de la Rosa

Vote: 4/0

Absent: 0

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

6. BUSINESS ACTION ITEMS: (1:23:20)

A. REVIEW OF THE DRAFT AUDIT FOR FISCAL YEAR 2020/2021.

Public Comment –

(1:25:05) Julie Tacker commented.

(1:26:15) Adam Guise reviewed the fiscal year audit.

(1:33:00) Charlie Grace and Adam Guise discussed enterprise funds and solid waste revenue. Director Donahue and Adam Guise discussed the rise in legal bills.

Public Comment –

(1:36:05) Julie Tacker commented.

(1:38:40) A motion was made to approve the Draft 2020/2021 Fiscal Year audit.

Motion: Chairperson Kellas

2nd: Director de la Rosa

Vote: 4/0

Absent: 0

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

PUBLIC HEARING ITEM CONTINUED: (1:39:25)

B. INTRODUCTION OF ORDINANCE NO. 122 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT TO ADOPT AN ORDINANCE REGARDING PARKING REGULATIONS.

(1:40:00) There was discussion between Director de la Rosa, Vice-Chairperson Giacoletti, and Chairperson Kellas discussed parking on vacant lots. There was further discussion about issuance parking permits to residents.

Public Comment –

(1:45:20) Henry Krzciuk commented.

(1:49:05) Miguel Sandoval commented.

(1:49:40) Mike Hanchett commented.

(1:51:00) There was discussion between Jeff Minnery, Director de la Rosa, and Director Donahue about camping on District sidewalks.

(1:52:50) A motion was made to approve Ordinance No. 122 with the recommended edits.

Motion: Chairperson Kellas

2nd: Director Donahue

Vote: 4/0

Absent: 0

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

7. BUSINESS ACTION ITEMS:

B. APPROVAL FOR ATS, INC TO PERFORM STRUCTURAL INSPECTION OF THE PIPE BRIDGE NOT TO EXCEED THE AMOUNT OF \$4,000.00. (1:54:20)

Chairperson Kellas recused herself.

(1:55:10) Charlie Grace introduced the item.

Public Comment –

(1:57:01) Henry Krzciuk commented.

(1:59:35) Julie Tacker commented.

(2:01:05) A motion was made to approve ATS, Inc. to perform a structural inspection of the pipe bridge not to exceed the amount of \$4,000.00.

Motion: Director de la Rosa

2nd: Director Donahue

Vote: 3/0

Recused: 1 - Kellas

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

(2:02:00) Chairperson Kellas returned.

C. CONTINUED DISCUSSION REGARDING A PROPOSAL FROM COOPERATIVE STRATEGIES FOR REDISTRICTING SERVICES NOT TO EXCEED THE AMOUNT OF \$21,500.00.

(2:02:20) Charlie Grace introduced the item.

(2:03:50) There was discussion between Director's Donahue, Director de la Rosa, Vice-Chairperson Giacoletti, and Jeff Minnery about the agenda item and the purpose of having the item on the agenda after a previous no-vote had occurred.

Public Comment –

(2:08:50) Henry Krzciuk commented.

(2:10:10) Mike Hanchett commented.

(2:12:30) Julie Tacker commented.

(2:16:00) There was discussion about the timeline for implementation and the legal requirement for 4 public meetings to occur. There was conversation between the Board members about the proposal, agenda item language, and the process for putting the proposal item onto the January agenda.

(2:27:00) Michael Cruz commented.

(2:31:05) Direction was provided to allow Director Donahue to gather additional information about this matter so that it could be added to a future meeting agenda. A consensus was reached.

D. ELECTION OF CHAIRPERSON AND VICE-CHAIRPERSON FOR THE 2022 CALENDAR YEAR.

(2:31:49) A motion was made for Mary Giacoletti to continue as the Vice-Chairperson. (Kellas: 2nd: de la Rosa)

Public Comment –

(2:32:20) Julie Tacker commented.

(2:34:58) Henry Krzciuk commented.

(2:38:30) Mike Hanchett commented.

(2:39:33) A motion was made to defer this item until there were five Board members present. (Donahue; no 2nd)

(2:40:26) Michael Cruz commented.

(2:41:05) A motion was made for Mary Giacoletti to continue as the Vice-Chairperson.

Motion: Chairperson Kellas

2nd: Director de la Rosa

Vote: 4/0

Absent: 0

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

(2:43:28) A motion was made for Gwen Kellas to continue as the Chairperson.

Motion: Vice-Chairperson Giacoletti

2nd: Director de la Rosa

Vote: 3/0
Abstain: 1

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

8. CLOSED SESSION:

(2:44:35) Charlie Grace recused himself and left the meeting.

Public Comment –

(2:45:28) Julie Tacker commented.

(2:48:50) 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 – Demand to Cure and Correct from Julie Tacker

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

Report on Closed Session

(Kellas, Giacoletti, de la Rosa)

(2:53:10) There was no reportable action.

9. BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS – None

10. ADJOURNMENT @ 8:17 PM

**4.B. Consent Agenda Items:
Approval of December 21, 2021 Special Meeting
Minutes**

**SPECIAL MEETING MINUTES:
San Simeon Community Services**



Internet Meeting Location – Via ZOOM

Pursuant to San Simeon CSD Resolution 21-438 and in compliance with AB 361 this meeting occurred as a virtual teleconference using the Zoom app.

- 1. REGULAR SESSION: - @ 1PM**
 - A. Chairperson Kellas – Present**
 - Vice-Chairperson Giacoletti - Present
 - Director de la Rosa – Present
 - Director Donahue - Present

2. BUSINESS ACTION ITEMS:

A. APPROVAL OF THE AUDIT FOR FISCAL YEAR 2020/2021. (1:10)

(2:00) A motion was made to approve the 2020/2021 Fiscal Year Audit.

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

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

B. APPROVAL OF TOWN & COUNTRY FENCING, INC. FOR INSTALLATION OF A FENCE ON DISTRICT PROPERTY NOT TO EXCEED THE AMOUNT OF \$6,975.00. (2:28)

Charlie Grace and Chairperson Kellas introduced the item.

(5:20) Chairperson Kellas, Director de la Rosa, and Charlie Grace discussed the survey marks and the submittal of a second responsive bid. Director Donahue and Vice-Chairperson Giacoletti discussed the fence location and building materials that would be used.

Public Comment –

(12:00) Henry Krzciuk commented.
(14:00) Michael Hanchett commented.

(15:00) A motion was made to approve the Town & Country Fencing to install the fence not to exceed the amount of \$6,975.00.

Motion: Chairperson Kellas

2nd: Director de la Rosa

Vote: 3/1

Absent: 0

Roll Call: Kellas: Yes Giacoletti: No de la Rosa: Yes Donahue: Yes

C. REVIEW AND APPROVAL OF THE HEARST LIMITED TERM ENCROACHMENT AND EASEMENT AGREEMENT. (15:48)

Charlie Grace introduced the item.

(17:40) Chairperson Kellas suggested grammatical changes to the contract. 1) page 50 of the packet 2) page 53 of the packet.

(19:21) Michael Donahue made a motion to add contractor restitution for all the trouble this has caused on the agenda.

(19:24) Chairperson Kellas stated that they needed to allow public comment first.

Public Comment –

(19:52) Henry Krzciuk commented.

(21:42) Michael Hanchett commented.

(22:45) Chairperson Kellas and Director Donahue discussed the motion made by Director Donahue.

(22:28) A motion was made to accept the redlined changes and the proposed edits in the Hearst Limited Term Encroachment and Easement Agreement.

Motion: Chairperson Kellas

2nd: Director de la Rosa

Vote: 4/0

Absent: 0

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

D. DISCUSS AND CONSIDER CLERICAL CORRECTIONS TO CONTRACT WITH GRACE ENVIRONMENTAL SERVICES, LLC. (24:11)

(24:30) Charlie Grace recused himself and left the meeting.

(25:21) Jeff Minnery introduced the item.

(27:34) Michael Donahue commented that this was a huge conflict of interest because GES prepared the staff report. Stating that the clerical changes were significant and changes the nature of the contract. He further stated that he would be voting No. Chairperson Kellas stated that Staff did not create this item and that it had come from Counsel. They (staff) had received the detailed information from Counsel.

Public Comment –

(29:20) Michael Cruz commented.

(31:30) Henry Krzciuk commented.
(35:00) April Dury commented.
(37:10) Michael Hanchett commented.
(39:10) Miguel Sandoval commented.
(39:44) Mike Hanchett Jr. commented.
(41:16) Jaqueline Diamond commented.

(42:09) Chairperson Kellas provided additional information related to the contract edits.

(43:17) A motion was made to accept changes to the 2021 GES contract.

Motion: Chairperson Kellas
2nd: Director de la Rosa
Vote: 2/2
Abstain: 1

Roll Call: Kellas: Yes Giacoletti: Abstain de la Rosa: Yes Donahue: No

(43:58) Chairperson Kellas, Vice-Chairperson Giacoletti, and Jeff Minnery discussed conflict of interest pertaining to the 2021 contract. Director Donahue and Jeff Minnery discussed the FPPC sanctions. Jeff Minnery stated that he had reviewed the 2021 FPPC ruling and there was no indication that the 2016 or 2021 contract had been voided.

(48:47) A motion was made to accept changes to the 2021 GES contract.

Motion: Chairperson Kellas
2nd: Director de la Rosa
Vote: 3/1
Abstain:

Roll Call: Kellas: Yes Giacoletti: Yes de la Rosa: Yes Donahue: No

3. ADJOURNMENT @ 1:49 PM

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

**SAN SIMEON COMMUNITY SERVICES DISTRICT
Disbursements Journal
January 2022**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
Payments made December 2021 after December Board Meeting					
Bill Pmt -Check	12/15/2021	2488	Richard Davega	Notary Service for oaths of office for Directors Kellas, de la Rosa, Giacoletti, and Donahue. Invoice 12/13/21.	-60.00
Bill Pmt -Check	12/15/2021	2489	SWRCB-State Watr Res Ctrl Bd	Annual Permit Fee Discharge permit. Facility ID 3SSO10322. 7/1/21 to 6/30/22. Inv WD-0191275 Dated 12/8/21.	-3,326.00
Additional December 2021 disbursements:					-3,386.00
January 2022 Disbursements:					
Paycheck	01/13/2022	2343	GWEN KELLAS	Board Service December 2, 2021 through January 1, 2022.	-92.35
Paycheck	01/13/2022	2344	MARY P GIACOLETTI	Board Service December 2, 2021 through January 1, 2022.	-92.35
Bill	01/13/2022	2345	Adamski Moroski Madden Cumberland & Green	Legal fees through 11/30/21. Inv 56262 dated 12/23/21.	7,434.00
Bill	01/13/2022	2346	Adamski Moroski Madden Cumberland & Green	Legal fees re: Hather litigation through 11/30/21. Inv 56263 dated 12/23/21.	5,464.50
Bill	01/13/2022	2347	Akel Engineering Group, Inc	Prof Svcs re: addendum to the District Master Plan services through 12/15/21. Inv 21775-01 dated 12/22/21.	3,083.75
Bill	01/13/2022	2348	Dudek	Prof Svcs re: Coastal Hazard Response Plan (CHRP) services through 11/26/21. Inv 202109468 dated 12/10/21.	1,000.00
Bill	01/13/2022	2349	Harrington Industrial Plastics, LLC	9 filters type HC/170-LT2 7-3/4" for RO System. Inv 013C1305 dated 12/17/21.	3,667.95
Bill	01/13/2022	2350	Kathleen Fry Bookkeeping Services	Bookkeeping services December 2021. Inv CSD-2021-12 dated 12/31/21.	1,320.00
Bill	01/13/2022	2351	Lori Mather Video Services	Video services for special meeting 12/21/2021 and regular board meeting 1/11/2022. Inv 1/11/22.	600.00
Bill	01/13/2022	2352	MBS Land Surveys	Legal Description - minor revisions based on review of documents regarding Hearst Ranch Encroachment agreement. Inv 21-321-2 dated 12/22/21.	225.00
Bill	01/13/2022	2353	Moss, Levy & Hartzheim, LLP	Audit to Date for FYE 6/30/2021. Inv 29514 dated 11/30/21.	1,000.00
Bill	01/13/2022	2354	New Times	Public notice re Ordinance 123 Summary. Inv 334579 dated 12/23/21.	54.00
Bill	01/13/2022	2355	San Simeon Ranch/Hearst Corp	Water Supply January - December 2022. Inv # Water Supply dated 1/1/2022.	10,000.00
Bill	01/13/2022	2356	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period Jan 21 - Feb 20, 2022. Inv 43131 dated 1/5/2022.	400.00
Bill	01/13/2022	2357	SWRCB-DWP-State Water Resource Cntrl Bd	Annual Fees for Community Water System for 7/1/2021 - 6/30/2022. System #4000568. Inv # SM-1035542 dated 12/22/2021.	1,718.04
Bill	01/13/2022	2358	Grace Environmental Services	Operations Management, Electrical and Maintenance Fees Jan 2022. Inv # 1508 dated 1/1/22.	56,231.95
Check	01/25/2022	Elec Pymt	CalPERS Fiscal Svcs Div	Retiree Health monthly premium.	-351.72
Check	01/25/2022	Elec Pymt	CalPers Fiscal Svcs Divn	Monthly Unfunded Accrued Liability payment. Cust. ID # 7226734344.	-1,349.42
Liability Check	01/25/2022	Elec Pmt	United States Treasury (US Treasury)	Payroll tax payment for paychecks dated 01/13/22.	-30.60
January 2022 Disbursements:					90,282.75

**4.D. Consent Agenda Items:
Adoption of Resolution 22-439**



CONSENT AGENDA ITEM STAFF REPORT

ITEM 4.D. ADOPTION OF RESOLUTION 22-439 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 December 14, 2021 meeting, the Board approved Resolution 21-438 which extended the “state of emergency” for an additional 30 days. Resolution 21-439 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.

Enc: Resolution 22-439

RESOLUTION NO. 22-439

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT PROCLAIMING A LOCAL EMERGENCY PERSISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR ISSUED ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT FOR THE PERIOD OF JANUARY 11, 2022 TO FEBRUARY 10, 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, on September 1, 2021, the San Luis Obispo County Health Officer issued Order Number 6 requiring face coverings in all public indoor settings attributable to the rise in SARS-CoV-2 Delta variant; 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 the San Luis Obispo County Health Officer's Order Number 6; 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) February 10, 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 January 11, 2021, 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

ITEM 5.A. SECOND READING AND ADOPTION OF ORDINANCE NO. 122 OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT REGARDING PARKING REGULATIONS.

Summary:

Ordinance No. 122 was introduced to the Board and public during the December 14, 2021 Board meeting. The purpose of introducing an Ordinance is to allow for discussion and feedback from both the Board and the public. Since the introduction of the Ordinance Director Donahue and Director de la Rosa have had several questions about enforcement of the Ordinance. Should the Board have proposed edits, Legal Counsel should be directed to incorporate these edits and the Ordinance would be brought back to the Board at the February Board meeting.

Recommendation:

If the Board has no recommend changes or edits to the Ordinance then they may choose to approve Ordinance No. 122.

Enc: Ordinance No. 122
Ordinance No. 107

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

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

WHEREAS, by this Ordinance, the San Simeon Community Services District (“District”) desires to establish uniform rules regarding camping, sleeping, and 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 overnight camping, sleeping, and 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 camping purposes, sleeping, and 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. “Camp” or “Camping” means to place, pitch or occupy camp facilities for, in light of all the circumstances, the apparent purpose of overnight occupancy of public property in a Vehicle, Recreational Vehicle, or otherwise. Apparent overnight occupancy includes sleeping activities or making preparations to sleep (including the laying down of bedding for the purpose of sleeping). The act of sleeping on its own does not constitute camping.

B. “Camp Facilities” include, but are not limited to Vehicles, Recreational Vehicles, tents, or temporary shelters.

C. “District Public Property” means any publicly owned property within the District, including but not limited to Streets (as defined).

D. “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.

E. “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.

F. “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.

G. “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 unless it is registered and appropriate fees have been paid under the California Vehicle Code.

SECTION 7: UNLAWFUL CAMPING

It is unlawful and a public nuisance for any person to Camp or set up Camp Facilities on any District Street. It is also a violation of this section to set up provisions for the purpose of Camping, whether or not a full night is actually spent at the location. The prohibition of this section shall not apply in the event of an emergency, including a declared emergency or natural disaster (such as a flood or earthquake), or as specifically exempted pursuant to this Ordinance.

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 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.

No citation or enforcement of this ordinance shall be issued to any person for Camping unless, at the time in question, the enforcement officer in their reasonable discretion, is able to make an affirmative determination that (i) there is a sleeping space practically available to such person in a shelter within the County of San Luis Obispo, or (ii) there is a parking space practically and legally available for such person's Vehicle or as part of a "safe parking program" or similar vehicular sheltering program.

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 _____, 2022, upon motion by Director _____ and seconded by Director _____, by the following roll call vote:

Chairperson Kellas: Director De La Rosa: Director Giacoletti:

Director Donahue: Director _____:

Gwen Kellas, Chairperson

ATTEST:

Charles Grace
Secretary/General Manager

APPROVED AS TO FORM:

Jeffrey A. Minnery
District Counsel

Ordinance 107

AMENDED ORDINANCE NO. 107

AN AMENDED ORDINANCE OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT REPEALING, AMENDING, AND REENACTING ORDINANCE 67 and 88 REGARDING PARKING REGULATIONS

BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE SAN SIMEON COMMUNITY SERVICES DISTRICT AS FOLLOWS:

SECTION 1: REPEAL and REENACT. That Ordinance 67 and 88 are hereby repealed, and previously enacted Ordinance 107 is amended, and reenacted to read as follows:

SECTION 2: PARKING FOR MORE THAN SEVENTY-TWO HOURS PROHIBITED. Pursuant to California Vehicle Code Section 22507, no motor vehicle shall be parked or left standing upon any street, highway, or public area (whether improved or unimproved) within the District for seventy-two or more consecutive hours without having been moved at least one-tenth of a mile during that period.

SECTION 3: PARKING OF BROKEN DOWN OR WRECKED VEHICLES. No person shall park or stand or permit to remain for a longer period than two (2) hours on any public street, any motor vehicle unless it is registered and the appropriate fees have been paid under the California Vehicle Code or any motor vehicle that is wrecked or incapable of operating under its own power.

SECTION 4: SLEEPING IN VEHICLES. It is unlawful for any person to sleep in any vehicle parked on any street within the San Simeon Community Services District owned or maintained by the District between the hours of 10:00 P.M. and 6:00 A.M. of the following day.

SECTION 5: PARKING OF RECREATIONAL AND COMMERCIAL VEHICLES. No 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, or truck tractor as defined in Vehicle Code Section 655 shall be parked or left standing between the hours of 10:00 P.M. and 6:00 A.M. upon any street within the San Simeon Community Services District ("District") owned or maintained by the District unless a permit has first been issued therefore by the Manager of the District or an authorized representative of the District.

SECTION 6: EXCEPTION. Notwithstanding Section 5, a recreational vehicle, semi-trailer, trailer or trailer coach or truck tractor may be parked in the District 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, semi-trailer, trailer or trailer coach or truck tractor 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 time

period. 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 his/her 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 him or her to park such a vehicle in front of his or her residence or place of business. Any out-of-town visitor of a residence may obtain a parking permit authorizing the visitor to park such vehicle in front of such residence, but may not reside in that vehicle overnight while it is so parked, or run water, waste or power lines to the 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 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 vehicle on the inside of 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 7: 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 highways. Notice of removal of vehicle for violation of this Ordinance shall also be provided.

SECTION 8: 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 his/her 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 recreational vehicle, utility trailer, or camper parked or left standing on a public street or highway within the district in violation of this Ordinance may be removed from the street

or highway. Any person whose vehicle 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.

SECTION 9: 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 10: EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption.

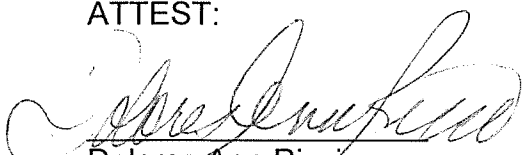
SECTION 11. PUBLICATION. Within fifteen (15) days of passage, this Ordinance shall be published one time in a newspaper of general circulation published in the District, if there is one, and if not, then this Ordinance shall be posted for one week in three (3) public places in the District.

On motion of Director Williams, Seconded by Director Price, and on the following roll call vote to wit:

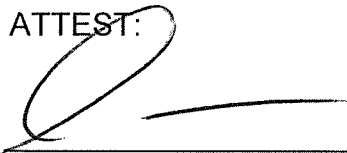
Chairperson Ricci	<u>Y</u>	Vice-Chair McAdams	<u>Y</u>
Director Fields	<u>Y</u>	Director Price	<u>Y</u>
		Director Williams	<u>Y</u>

Amended Ordinance No.107 is hereby adopted this 10th day of April, 2013.

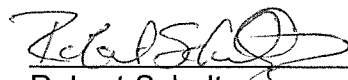
ATTEST:


 Dolores Ann Ricci
 Chairperson, Board of Directors

ATTEST:


 Charles Grace
 General Manager/
 District Secretary

APPROVED AS TO FORM


 Robert Schultz
 District Counsel

6.A. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 6.A. DISCUSSION, REVIEW, CONSIDERATION AND APPROVAL OF CANDIDATES TO REPLACE THE BOARD OF DIRECTOR VACANCY CREATED BY THE RESIGNATION OF WILLIAM CARSON AND BOARD APPOINTMENT OF THE NEW DIRECTOR.

Summary:

Per the County Clerk Records office, staff posted the appointment request for applications in three places (District Office, Chamber Office, and at Post Office). Additionally, the notice of vacancy was mailed to all rate payers and the residents of the mobile home park.

We received three (3) applications, which are enclosed with this packet. Once the appointment has been made, the appointee can be sworn in before the next Board meeting.

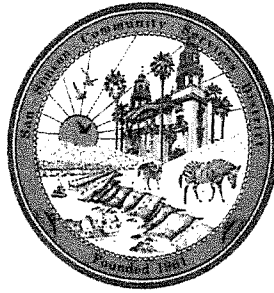
Recommendation:

GES staff is recommending that the Board appoint one of the applicants to fill the Board member vacancy.

Enc: Applications for the Board member vacancy –
Grash, Charles
Krzciuk, Henry
Reinstein, Roberta

SAN SIMEON COMMUNITY SERVICES DISTRICT

RECEIVED



JAN 03 2022

BY: CAM

APPLICATION FOR VACANT BOARD OF DIRECTOR SEAT

Name: CHARLES GRASH

Phone # [REDACTED]

Address: [REDACTED] SAN SIMEON 93452

Email [REDACTED]

Please list experience you have that would benefit your serving on the SSCSD Board.

- ① FOUNDER AND OWNER FOR 40 YEARS OF A SMALL BUSINESS WITH LOCATIONS IN TX, AZ, CA.
- ② PAST PRESIDENT OF MT VIEW HOA, GLENDESA, CA (MULTIPLE YEARS)
- ③ PAST PRESIDENT OF ALLIANCE INDUSTRIAL POA, PASO ROBLES, CA (MULTIPLE YEARS)
- ④ SECRETARY OF CASTLE VIEW CONDO ASSOC., SAN SIMEON, CA

Why do you want to be a Director on the SSCSD Board?

BEING NEWLY RETIRED I NOW HAVE THE TIME TO SERVE MY COMMUNITY. WITH THE CHALLENGES FACING THE C.S.D. IN THE FUTURE WHICH WILL EFFECT MY FAMILY AND NEIGHBORS I FEEL THAT I WOULD LIKE TO BE INVOLVED IN THOSE FUTURE CHANGES.

✓

I am a registered voter residing in the above named jurisdiction. If appointed, I will qualify and accept the above stated office and serve to the best of my ability.

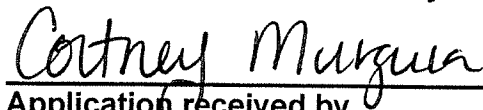
✓

I am aware that any person who files or submits for filing a declaration of candidacy knowing that it or any part of it has been made falsely is punishable by a fine or imprisonment, or both, as set forth in Election Code § 18203.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Signature of candidate

11-29-2021
Date


Application received by

1/3/2022
Date

SAN SIMEON COMMUNITY SERVICES DISTRICT



RECEIVED

JAN 03 2022

BY: CAM

APPLICATION FOR VACANT BOARD OF DIRECTOR SEAT

Name: Henry Krzciuk

Phone # [REDACTED]

Address [REDACTED]

Email [REDACTED]

Please list experience you have that would benefit your serving on the SSCSD Board.

I have strong technical/engineering, contracting, budgeting, and financial analysis skills. Before retiring, I was a senior consultant in Sacramento for one of the Governor's cabinet members. I worked with most of the larger State departments. Selected examples: 1) initiated and led work to consolidate state department data centers including review of twenty department's centers for power, cooling, backup, costs, etc.; 2) selected State's disaster recovery center; 3) actively wrote/led/consulted on three large bids including technical and financial analysis; 4) managed intramet and telecommunications for Ford Motor Company worldwide - budget \$100M, cost analysis, negotiated contracts; 5) Managed accounting services and performed special studies for defense contractor; and 6) during college - lab technician, operator in chemical industry (including chlorine production). Education: Univ. of Michigan - Engineering Undergrad., Masters in Business Administration Service: Air National Guard (six years). Served as San Simeon Rep. on North Coast Advisory Council for 3+ years.

Why do you want to be a Director on the SSCSD Board?

As a board member, I believe that with my skill set, commitment, and hard work, I can add real value to the board's work and the community. I believe that resident, business owner, and property owner rights must be respected and balanced. I believe in open and honest government for all. Fiscal responsibility is most important in our disadvantaged community. Decisions should be based on the facts with a business analysis orientation. Procurement must remain competitive. Competition brings new ideas and keeps contractors on their toes. Contractors must be held at arms length and held accountable for the good and bad. No single individual or contractor should have disproportionate influence or access. The Board needs to act as a body. District Counsel should be used to follow the law, not game it, or be used against citizens, businesses, or property owners. My wife and I are truly enjoying and committed to the San Simeon community. I will continue to be an active member of the community and contribute where I can to move the community forward in ways that are consistent with my principles. I believe a board position offers the best opportunity to do this.

X

I am a registered voter residing in the above named jurisdiction. If appointed, I will qualify and accept the above stated office and serve to the best of my ability.

X

I am aware that any person who files or submits for filing a declaration of candidacy knowing that it or any part of it has been made falsely is punishable by a fine or imprisonment, or both, as set forth in Election Code § 18203.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Henry Kozicki

Signature of candidate

01/02/2022

Date

Courtney Murguie

Application received by

1/3/2022

Date

SAN SIMEON COMMUNITY SERVICES DISTRICT



RECEIVED

DEC 27 2021

BY: CAm

APPLICATION FOR VACANT BOARD OF DIRECTOR SEAT

Name: Roberta L. Reinstein

Phone # [REDACTED]

Address: [REDACTED]

Email [REDACTED]

San Simeon, Ca 93452

Please list experience you have that would benefit your serving on the SSCSD Board.

I am a retired environmental services professional with over 30 years of public and private sector experience. I began my career with the California Coastal Commission and I am familiar with the California Coastal Act. I spent a combined 15 years as the environmental manager for both the Port of Oakland and the Port of San Francisco. I spent the last 10 years of my career in private consulting working on coastal development, and transportation projects. I am a retired lawyer (inactive State Bar Status). I am familiar with and have operated under the Brown Act open meeting laws. I have expertise in CEQA, NEPA, the Clean Water Act and related state laws. I evaluated many consultant proposals in my role in public agencies.

Why do you want to be a Director on the SSCSD Board?

I am retired and I am looking for an opportunity to be of service to my community. I am interested in learning more about how the SSCSD operates and what its issues are. I have served many different boards throughout my career, but I have never served on a board and I am curious to learn about what is involved. I believe that I have some relevant experience and could make a meaningful contribution to the SSCSD. I'm interested in getting to know more people in the community.

✓

I am a registered voter residing in the above named jurisdiction. If appointed, I will qualify and accept the above stated office and serve to the best of my ability.

✓

I am aware that any person who files or submits for filing a declaration of candidacy knowing that it or any part of it has been made falsely is punishable by a fine or imprisonment, or both, as set forth in Election Code § 18203.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Roberta L. Reinstein
Signature of candidate

12/21/2021
Date

Courtney Marguia
Application received by

12/27/2021
Date

6.B. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 6.B. DISCUSSION, REVIEW, CONSIDERATION AND APPROVAL OF STANDING COMMITTEE MEMBERS AND AD-HOC COMMITTEE MEMBERS PURSUANT TO DISTRICT POLICY 13.01 AND 13.03.

Summary:

On an annual basis, the Board Chairperson appoints members to the Budget and Water Committees, subject to approval by the Board. The Water Committee did not meet in 2020 or 2021, and the Budget Committee met in both 2020 and 2021.

Additionally, there are currently three ad-hoc committees, two of which have finalized their tasks. The Board may wish to review the need for these committees and either assign new tasks or dissolve these ad-hoc committees. The Board could also choose to assign new tasks to the existing standing committees.

The committee members are as follows:

Existing Standing Committee Members:

Water Committee: Mike Hanchett, Daniel de la Rosa, Leroy Price

Budget Committee: Mike Hanchett, Luz Hernandez, Miguel Sandoval

Existing Ad-Hoc Committee Members:

Disbursements Journal Review Committee: Vacancy and Vice-Chairperson Giacoletti

Policy & Procedures Committee: Chairperson Kellas and Vacancy

Parking on District Streets Committee: Director de la Rosa and Vice-Chairperson Giacoletti

Coastal Hazard Response Plan Committee (CHRP): Chairperson Kellas and Director de la Rosa

Discussion:

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

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

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

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

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

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

Manager of items to be placed on the agenda where action is needed one week prior to the meeting if possible.

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

Recommendation:

After the Board Chairperson makes appointments to the standing committees, Staff recommends a motion to approve the appointments. After discussion and consideration of Ad-Hoc committees the Board may choose to make changes to the Ad-Hoc committees.

6.C. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 6.C. DISCUSSION, REVIEW, CONSIDERATION AND APPROVAL OF THE 2022 LIST OF GOALS AND PRIORITIES FOR THE SAN SIMEON COMMUNITY SERVICES DISTRICT.

Discussion:

This item was placed on the agenda at the request of Director Donahue. GES in coordination with the Chairperson has prepared a list of goals for 2022. The list is presented for discussion, consideration and approval.

Enc: 2022 List of Goals and Priorities

San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452

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

2022 DRAFT Project List

January 4, 2021

Item No.	Priority	Description	Assigned	Status
1	1	CHRP (Coastal Hazard Response Plan)	Dudek	Planning kick-off meeting.
2	1	IFMP (Instream Flow Management Plan)	Stillwater	Planning kick-off meeting.
3	1	UWMP (Urban Water Management Plan)	Akel	Provided information to Akel.
4	2	WWTP Ocean Outfall Repair	TBD	Preparing RFP.
5	2	Pipe Bridge inspection & painting	Raider ATS	Raider painting quote approved. ATS structural inspection in progress.
6	2	Reservoir / Tank Project	TBD	Currently 95% design.
7	3	Rate Study	RCAC CRWA	Provided information to RCAC, CRWA. Work to resume after Jan. 1, 2022.
8	3	Special District Leadership District of Distinction	TBD	
9	3	Water Supply Generator Replacement Project	RNM	In progress

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

1. RFP - Environmental / Grant / Permitting support
2. RFP - 2000 Series
3. RFP - Audit services
4. RFP - Operations and maintenance services
5. RFP – Ocean outfall repair
6. RFP – Emergency response plan update

6.D. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 6.D. DISCUSSION, REVIEW, CONSIDERATION AND APPROVAL OF PROPOSED EDITS TO THE POLICY AND PROCEDURES MANUAL.

Summary:

GES staff met with the ad-hoc committee members in July and September to incorporate their proposed edits and revisions to the current Policy & Procedures (P&P) Manual. Below is a summary of the suggested edits that be implemented into the current P&P. The proposed “redlined” edits are included as part of the packet. A summary of these proposed edits is below:

- Page 3 - Section 2.05: Note about the monthly stipend amount
- Page 4 - Section 3.04: Language stating (reference 3.02 and 13.00)
- Page 5 - Language related to the meeting time. Section 6.01
- Page 5 - Section 6.03. The Board may choose to require the video recording of Special Board meetings.
- Page 7 - Section 7.06: The Board may wish to add language pertaining to Government Code 54954.3 (a).
- Page 8 - The Board may wish to add language allowing for storage to occur via the cloud rather than a safe deposit box.
- Page 10 - Section 12.01 Records. The Board may wish to direct legal counsel to create a written CPRA policy.
- Page 12 - Section 14.01. Grammatical edits have been suggested.
- Page 26 - Section 19.03 – proposed language modifications.
- Page 28 - Section C - proposed language modifications. Grammatical edits.
- Page 31 - Section 5 – proposed language modifications
- The addition of the following words:
 - i. “And/or designee” Page 4, section 5.01 & Page 6, section 7.01 & Page 7, section 8.01,
 - ii. “Or Office Manager (OM)” Page 4, section 5.02, Page 6 & section 7.03,

Recommendation:

Staff is asking the Board for any additional feedback, removal or addition of language relevant to this item.

Enc: Proposed "redline" edits to the Policy and Procedures Manual

SAN SIMEON COMMUNITY SERVICES DISTRICT
POLICIES AND PROCEDURES GOVERNING THE
SAN SIMEON COMMUNITY SERVICES DISTRICT AND BOARD OF
DIRECTORS

TABLE OF CONTENTS

SECTION 1.00	General Policies
SECTION 2.00	Board of Directors
SECTION 3.00	Duties of the Board of Directors
SECTION 4.00	Staff and Consultants
SECTION 5.00	Duties of Staff
SECTION 6.00	Board Meetings: Time, Place, and Manner
SECTION 7.00	Board Meeting Agendas
SECTION 8.00	Board Meeting Minutes
SECTION 9.00	Rules of Order for Board Meetings
SECTION 10.00	Actions and Decisions of the Board of Directors
SECTION 11.00	Deviations
SECTION 12.00	Records
SECTION 13.00	Committees of the District
SECTION 14.00	Board of Directors' Conduct
SECTION 15.00	Training, Education, and Conferences.
SECTION 16.00	Ordinance Adoption Policy
SECTION 17.00	Complaints/Claims Procedures
SECTION 18.00	Staff and Operations
SECTION 19.00	Procurement
SECTION 20.00	Conflict of Interest
SECTION 21.00	Social Media Policy
SECTION 22.00	Applying for Grants

Approved May 2019
Amended January 2022 ~~February 2021~~

2.02 Officers. At the regular meeting in December, the Directors shall elect one of their members Chairperson of the Board and another of the members Vice-Chairperson of the Board. Term of office for each shall be one (1) year.

2.03 Attendance at Meetings. Members of the Board of Directors shall attend all regular and special meetings of the Board unless there is good cause for absence.

2.04 Vacancy. A vacancy shall occur if any member ceases to discharge the duty of his/her office for the period of three (3) consecutive months except as authorized by the Board of Directors.

2.05 Renumeration. Members of the Board of Directors shall receive a monthly stipend, the amount of which shall be annually established by the Board as set forth in the adopted budget. However, a member of the Board who does not attend the regular monthly meeting of the Board is not entitled to the monthly stipend.

Commented [CU1]: This states that the Board shall annually establish the monthly stipend amount. This has not been occurring.

2.06 Reimbursement. Members of the Board of Directors shall be reimbursed for all legitimate expenses incurred in attending any meetings or in making any trips on official business of the Board when so authorized in accordance with policies. Reimbursement for the cost of the use of a Director's vehicle shall be on the basis of total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of the vehicle use.

2.07 Membership in Associations. The Board of Directors shall ordinarily hold membership in and attend meetings of such national, state, and local associations as may exist which have applicability to the functions of the District and shall look upon such memberships as an opportunity for in-service training. The Board of Directors shall maintain membership in the California Special Districts Association and shall insure that annual dues are paid when due. The Chairperson shall be selected to represent the District in accordance with said chapter's constitution/bylaws, and the Vice-Chairperson shall serve as an alternate for the representation.

SECTION 3.00 Duties of the Board of Directors

3.01 Presiding Officer. The Chairperson shall preside at all meetings of the Board. The Vice-Chairperson shall preside at all meetings of the Board in the absence of the Chairperson. If both the Chairperson and Vice-Chairperson are absent, the Directors in attendance shall select a Director to preside over the meeting.

3.02 Duties of the Chairperson. The Chairperson of the Board shall preserve order and decorum and shall decide questions of order subject to appeal to the Board of Directors. The Chairperson from the chair may place a motion before the Board, second a motion, and vote irrespective of the existence of an otherwise tie vote.

The Chairperson shall act as spokesperson for the Board with respect to its actions and policies and those of the District. This provision, however, shall not preclude any other member of the Board from making appropriate comments within the scope of his or her position.

The Chairperson, or any member of the Board or staff persons so designated, shall represent the Board where it is appropriate or desirable for the District to appear at meetings of other

public agencies, private entities, before public or private groups, or on other public or private occasions. However, this provision shall not limit the attendance of any Director or authorized officer or staff member of the District at other public gatherings or meetings--Prior to attending such a gathering or meeting, Directors are encouraged to review Government Code Section 54952.2(c)-and ensure their attendance is in conformance with the requirements of the Brown Act. (Please refer to Section 3.04)

To obtain such information as may be necessary and appropriate to assist the Board in its deliberations, the Chairperson and/or designee shall work with the General Manager, District Counsel, or other staff member of the District. The Chairperson may also direct staff to implement the policies and decisions of the Board. Individual members of the Board shall not act independently to direct staff in the performance of their duties unless specifically provided for in these policies or as approved by the Board.

3.03 Duties of the Vice-Chairperson. The Vice-Chairperson shall act if the Chairperson is absent or unable to act and shall exercise all of the powers of the Chairperson on such occasions.

3.04 Authority of Individual Board Members. All powers of the District shall be exercised and performed by the Board as a body. Individual Board Members, except as provided in these policies (reference 3.02 and 13.00) or otherwise authorized by the Board, shall have no independent power to act for the District, the Board, or to direct staff of the District.

SECTION 4.00 Staff and Consultants

4.01 Staff. The Board shall, as necessary, appoint a General Manager and a District Secretary. The General Manager may also act as District Secretary, but no Director shall be appointed as General Manager or District Secretary. The General Manager, District Secretary, or a third party may also be appointed as the Finance Officer.

4.02 Consultants and Compensation. The Board may also appoint and employ, fix the compensation of, and prescribe the duties and authorities of other officers, employees, attorneys, engineers, and other professional consultants as necessary or convenient for the business of the District subject to the Procurement Policy. (Please refer to Section 19.00)

4.03 General Manager. The General Manager shall be the Executive Officer of the San Simeon Community Services District and for the Board of Directors. The General Manager may be employed by the District through written agreement or retained as a consultant through written agreement. If any such written agreement between the General Manager and the District is in conflict with any District policy, said agreement shall prevail.

SECTION 5.00 Duties of Staff

5.01 Duties of General Manager. The General Manager (or designee) shall be responsible for all of the following:

- the implementation of the policies established by the Board of Directors for the operation of the District,
- the supervision of the District's facilities and services,
- the supervision of the District's finances.

5.02 Duties of District Secretary/Office Manager. ~~The (DS/OM) The District Secretary~~ shall prepare and mail or send by electronic media to each person entitled thereto copies of agendas, minutes of the preceding meeting, and notice of meetings. The ~~DS/OM District Secretary~~ shall prepare minutes for adoption by the Board of Directors setting forth all actions taken by the Board and shall preserve minutes and other records of actions of the governing Board as per the Records Retention Policy (Please see Ord.19-407).

SECTION 6.00 Meetings: Time, Place, and Manner

6.01 Time. ~~The time for regular meetings of the Board of Directors shall be the second Thursday of each calendar month at 5:00 p.m.~~ The date, time, and place of regular Board meetings shall be reconsidered annually at the annual organizational meeting of the Board.

6.02 Place. The place of meetings of the Board of Directors shall be in a Cavalier Banquet Room located at 250 San Simeon Avenue, San Simeon, California, unless otherwise designated by the Board of Directors. Due to the COVID19 pandemic Board meetings are being held using Zoom.

Commented [CU2]: If the Board chooses to return to in-person meetings the District may need to work with the property owner to establish COVID19 protocols.

6.03 Recording. The proceedings of all regular meetings shall be recorded by videographer. The proceedings of all special meetings shall be recorded ~~by audio~~. Recordings shall be retained in accordance with the record retention policy pursuant to Resolution 19-407. Video and audio taping of regular or special meetings shall conform to Government Code Sections 54953.5 & 54953.6.

Commented [CU3]: The Board needs to decide if they want language that all special meetings be video recorded. There are several potential solutions that could be proposed. Once a decision is made this paragraph can be revised and the redlined version can go before the Board and the public.

6.04 Special and Emergency Meetings. The time, place, and manner of calling all other meetings of the Board of Directors shall be undertaken as prescribed in the Government Code Section 54950 *et seq.*

6.05 Adjourned Meetings. A majority vote by the Board of Directors may terminate any meeting at any place in the agenda to any time and place specified in the order of adjournment, except that if no Directors are present at any regular or adjourned regular meeting, the General Manager may declare the meeting adjourned to a stated time and place.

6.06 Compliance with the Brown Act. All meetings of the Board of Directors and Committees shall be open and public and all persons shall be permitted to attend any public meeting of the Board of Directors except as provided by law; provided, however, that closed sessions may be held when permitted by law.

6.07 Secret Ballots. Secret ballots are not allowed.

SECTION 7.00 Agendas.

7.01 Setting of Agenda. The General Manager, in consultation with the Board Chairperson, shall set the agenda. The General Manager and Board Chairperson shall consider any matter requested by a Director for inclusion on the agenda. Committee recommendations on topics to be added to the agenda shall be given to the Board Chairperson or said designee. A member of the public may also request that a matter directly related to District business be placed on the agenda. Such a request must be made to the General Manager (or designee) or the Board

Chairperson at least fifteen (15) day prior to the date of the meeting. With regard to all requests to add items to the agenda, the General Manager and the Board Chairperson may use their discretion as to which items are included. The agenda shall also contain any matter requested by a majority of the Board.

7.02 Consent Calendar. Agendas of Board meetings shall incorporate a consent calendar listing items of a routine nature not normally requiring discussion. The following is a listing of consent calendar items which may be amended by the direction of the Board of Directors or by the General Manager and the District Secretary as they deem appropriate: (1) approval of minutes, (2) approval of bills paid, (3) informational items, and (4) certain resolutions (example: banking authority). Approval of the consent calendar shall take place by a motion and a second of the Board and passed by a roll call vote indicating a majority vote.

The District adopts the following general guidelines in reviewing and approving consent agenda items:

1. The Chairperson shall announce the item and read each consent agenda item into the record.
2. The Chairperson shall ask if there are any public comments on any item within the consent agenda.
3. Once all public comments are done, the Chairperson shall ask the Board members if they would like to pull an item off the consent agenda for full discussion. If an item is pulled off the consent agenda, it shall be added as a Business Item for full Board discussion.
4. The Chairperson shall next ask if the Board members have any minor comments (typographical/spelling errors) or minor questions about any of the consent agenda items. If so, the Board member shall then make the minor comment or ask staff a question.
5. Once all minor comments/questions have been dealt with, the Chairperson shall ask if there is a motion to approve the consent agenda (if motion is not already made independently by another Board member); the motion, if it passes, shall approve all items within the consent agenda.

7.03 Distribution. The District Secretary/Office Manager (OM) shall prepare an agenda for each regular meeting and shall post and mail or send by electronic media the agenda to persons entitled thereto at least 72 hours prior to the meeting. The District Secretary shall prepare an agenda for each special meeting and post this agenda 24 hours prior to the meeting.

7.04 Additional Distribution. Agendas shall be mailed or sent by electronic media to any person who has on file a written request to receive agendas after the District has received payment of the appropriate fees to cover either faxing or mailing of said agendas.

7.05 Agenda Change. Upon a determination by a two-thirds (2/3) vote of the members of the Board present at the meeting, or, if fewer than two-thirds (2/3) of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted, the Board may add an item to the agenda in accordance with Government Code Section 54954.2(b). Example: If there are five (5) Board members present, four (4) affirmative votes would be needed to add an agenda item. If there are three (3) Board members present, three (3) affirmative votes would be needed to add an agenda item.

7.06 Public Comments on Agenda Items. Any member of the public may address the Board on any item on the agenda at the time that item is being considered by the Board. Each speaker will be limited to three (3) minutes per agenda item as monitored by the District Secretary. Additional time may be extended by the Chairperson. Speakers shall not be allowed to “split” their time, nor shall they be permitted to “reserve” all or any portion of their allotted time. If any person fails or refuses to abide by these rules, the Chairperson, after warning the speaker, may declare that the speaker is disrupting, disturbing, or impeding the orderly conduct of the meeting and order the speaker to leave the meeting room. If another Board member disagrees that a speaker is disrupting the proceeding, that Board member may object to having the speaker leave the meeting room. At such time, the full Board shall vote on whether the speaker should be required to leave or not. Public Comment is regulated by Government Code 54954.3(a).

7.07 Public Comments on Items Not on the Agenda. Any member of the public may address the Board on any item of interest to the public that is within the subject matter jurisdiction of the District that is not on the agenda subject to the time limits and restrictions for public comments on agenda items. No action shall be taken on any item not appearing on the agenda unless authorized in accordance with the procedures set forth in Government Code Section 54954.2. The Board shall not engage in debate, dialogue, or take action on any matter brought to its attention under public comment, except to refer the matter to staff or to determine that the matter should be included on a future agenda for consideration and action.

7.08 Manner of Addressing the Board by an Individual. A member of the public addressing the Board should give his or her name in an audible tone of voice for the record. All remarks shall be addressed to the Board as a body, not to any individual Director. No person, other than a Director, General Manager or District Counsel, and the person having the floor shall be permitted to enter into any general discussion without the permission of the Chairperson.

7.09 Manner of Addressing the Board by a Group of Persons. Whenever members of the public wish to address the Board on the same subject matter, it shall be proper for the Chairperson to request that a spokesperson be chosen by the group to address the Board and, in case additional matters are to be presented at the time by any member of that group, to limit the number of persons so addressing the Board so as to avoid repetition before the Board. The Chairperson may set a time limit for each side of an issue. Government Code 54957.9 permits the legislative body to clear the room if the meeting is willfully interrupted so as to render further conduct of the meeting unfeasible.

SECTION 8.00 Minutes

8.01 Minutes. The District Secretary (or designee) shall keep minutes of regular and special meetings of the Board. Copies of said minutes shall be made for distribution to each member of the Board with the agenda for the next regular Board meeting.

8.02 Record of Motions, Resolutions, and Ordinances. Motions, resolutions, or ordinances shall be recorded as having passed or failed, and individual votes will be recorded unless the action was unanimous. All resolutions and ordinances adopted by the Board shall be numbered consecutively, starting anew at the beginning of each fiscal year.

8.03 Procedure for Minutes. The minutes of Board meetings shall be maintained as hereinafter outlined.

8.03.01 Procedure:

- date, place, and type of each meeting
- directors present and absent by name
- call to order
- arrival of tardy Directors by name
- pre-adjournment departure of Directors by name or if absence takes place when any agenda items are acted upon
- adjournment of the meeting

8.03.02 Board Actions:

- approval or amended approval of the minutes of preceding meetings
- complete information as to each subject, including the roll call record of the vote on a motion if not unanimous
- all Board resolutions and ordinances in complete context, numbered serially for each fiscal year
- a record by number of all warrants approved for payment
- adoption of the annual budget
- financial reports, including water and wastewater sales, balances of District checking accounts, and a monthly balance sheet

8.04 Storage. The official minutes of the regular and special meetings of the Board shall be saved on the District computer in accordance with the Records Retention Policy. (Please see Resolution 19-407.) This computer shall be backed up onto a hard drive that is stored in a safe deposit box that is located at an offsite location. Approved minutes of the Board of Directors' meetings shall be public records open to inspection by the public. The Secretary shall make copies available to any person who has made a request in compliance with the California Public Records Request Act.

Commented [CU4]: Would the Board like to change this language and allow for the computer backups to occur via a cloud storage system?

SECTION 9.00 Rules of Order for Meetings

9.01 General. Action items shall be brought before and considered by the board by motion in accordance with this policy. The board prefers a flexible form of meeting and, therefore, does not strictly follow Robert's Rules of Order.

9.02 Obtaining the Floor. Any member of the Board desiring to speak should address the Chairperson and, upon recognition by the Chairperson, may address the subject under discussion.

9.03 Motions. Any member of the Board, including the Chairperson, may make or second a motion. A motion shall be brought and considered when a member of the Board makes a motion and another Director seconds the motion. The motion is then open to discussion and debate. After the matter has been fully discussed and debated, the Chairperson will call for the vote.

9.04 Motion to Amend. A main motion may be amended before it is voted on either by the consent of the members of the Board who moved and seconded or by a new motion and second.

Example 2: If a proposed action requires a two-thirds (2/3) vote and two (2) Directors abstain, the proposed action cannot be approved because four (4) of the five (5) Directors would have to vote in favor of the action.

Example 3: If a vacancy exists on the Board and a vote is taken to appoint an individual to fill said vacancy, three (3) Directors must vote in favor of the appointment for it to be approved. If two (2) of the four (4) Directors present abstain, the appointment is not approved.

10.04 Recordation of Vote Exceptions. For action taken by motion without the unanimous vote of all Directors present voting, the names of the Ayes and Noes shall be entered in the minutes. For passage of all ordinances and resolutions, the names of the Ayes, Noes, Abstain, and Absent shall be entered into the minutes of the Board.

10.05 Direction to Staff. During a public meeting, the Board may give directions, however, which are not formal action. Such directions do not require formal procedural process. For example, after an ordinance is adopted at a public meeting, the Board may direct staff to publish an ordinance summary in a newspaper of general circulation. The Board may also direct staff to research a particular topic and place it on the agenda at the next regular Board meeting. Such directions include the Board's directives and instructions to the General Manager. The Chairperson shall determine by consensus a Board directive and shall state it for clarification. Should any two (2) Directors challenge the statement of the Chairperson, a voice vote may be requested. A formal motion may be made to place a disputed directive on a future agenda for Board consideration or to take some other action (such as referring the matter to the General Manager for review and recommendation, etc.). Informal action by the Board is still Board action and shall only occur during public meetings regarding matters which appear on the agenda for the Board meeting during which said informal action is taken.

SECTION 11.00 Deviations

11.00 Deviations. No deviation from or failure to follow the procedures set forth in this Code shall invalidate any action or decision of the Board of Directors unless such deviation or failure has substantially prejudiced the rights of an interested person.

SECTION 12.00 Records

12.01 Records. Public records of the San Simeon Community Services District shall be open to inspection as provided in the California Public Records Act.

Commented [CU5]: The Board may wish to direct staff to create a CPRA response policy.

SECTION 13.00 Committees

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

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

13.02 General Rules Governing Committees. The Chairperson of the Board of Directors shall appoint one (1) or two (2) Board members and three (3) to five (5) members of the public to serve on the Standing Committees subject to Board approval. The Chairperson of the Board

14.01 Conflict of Interest. No Director shall make, participate in, or in any way attempt to use his or her official position to influence a decision on any issue when prohibited from doing so by the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*), any other law, or the District's Conflict of Interest Code. (Please refer to Section 20.00.) A Director shall, when an agenda item is called, declare that he or she has a conflict of interest, state what the conflict of interest (reason) is, and shall ~~recuse~~ ~~remove~~ him or herself from the ~~meeting~~ ~~Board~~ room during the discussion. The Director's ~~recusal~~ ~~removal~~ shall be noted on the record by the District Secretary, who shall also note the Director's return when the item is completed.

14.02 Ethics. Directors shall comply with the requirements of Government Code Section 53235 by receiving at least two hours of training in general ethics principles and ethics laws relevant to District service every two years and shall file with the District Secretary a copy of the certificate verifying the completion of such training. Directors shall work with the General Manager, or said designee, to ensure adherence with all requirements of Government Code Section 53235.

14.03 Decorum of Board of Directors during Board Meetings. The Directors shall adhere to the following guidelines for conduct during all meetings.

- The immediate and future needs of the District's constituents should be the priority of the Board of Directors.
- Once the Board of Directors takes action, Directors should not create barriers to the implementation of said action.
- The work of the District is a team effort. All individuals should work together in the collaborative process, assisting each other in conducting the affairs of the District.

14.04 Other Procedures for Directors. Directors should practice the following procedures.

1. In seeking clarification on informational items, Directors may approach professional staff members to obtain information needed to supplement, upgrade, or enhance their knowledge to improve legislative decision-making.
2. In handling items related to safety, concerns for safety or hazards should be reported to the General Manager, said designee, or to the District office. Emergency situations should be dealt with immediately by seeking appropriate assistance.
3. In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition and development, finances, and programming, said concerns should be referred directly to the General Manager or District Counsel.
4. When approached by District personnel concerning specific District policy, Directors should direct inquiries to the appropriate staff supervisor. The chain of command should be followed.
5. Directors should develop a working relationship with the General Manager wherein current issues, concerns, and District projects can be discussed comfortably and openly.
6. Unless a conflict of interest exists, Directors should not abstain from the Board's decision-making responsibilities.

SECTION 15.00 Training, Education and Conferences.

15.00 Educational Conferences. Members of the Board of Directors are encouraged to attend educational conferences and professional meetings when the purpose of such activity is to improve District operation. Hence, there is no limit as to the number of Directors attending

18.08 Expense Authorization.

18.08.01. Expenditures. All expenditures and purchases made by the District shall be authorized in the District's annual budget and by the General Manager. Any commitment of District funds, expenditures, and/or purchases in the amount of \$5,000 or greater require prior authorization/approval by the Board of Directors in conformance with the Procurement Policy. Expenditures in the amount of \$4,999 or less require authorization by the General Manager.

18.08.02. Petty Cash. This policy seeks to ensure that petty cash is managed appropriately and that staff members are not financially disadvantaged as a result of incurring minor work-related expenses. The amount of petty cash shall be as determined by the General Manager but, in general, should not exceed \$150.00. The General Manager shall ensure that petty cash is used to cover only those expense reimbursements for which it is not feasible, or for which it is unreasonably inconvenient, to use normal purchasing methods. Any expense that is predictable, regular, or significant should be dealt with through normal accounting procedures. All expenses incurred using petty cash funds must be substantiated by acceptable supporting documentation such as receipts and invoices. The petty cash shall be kept in a secure (locked) location and the key held securely. The General Manager may delegate petty cash duties to the Office Manager.

19.00 Procurement Policy.

19.01. Purpose. The purpose of this policy is to provide direction on how to efficiently and legally obtain suitable quality services, supplies, materials, and labor at the lowest possible cost.

19.02. Definitions. For the purposes of this Policy, the term "purchasing" refers collectively to contracting or procurement of services, supplies, materials, or labor, including Capital Improvements.

19.03. Procurement Procedures.

Sections A, and B, and ~~C~~ are governed by the following conditions:

The contract shall be awarded to the lowest responsible, responsive bidder, in accordance with the Public Contract Code. Written entries documenting that the required bidding process has been followed shall be entered in the project file, and a copy of the Board Report and contract shall be saved in the District files. Following Board approval, the General Manager and one Board member shall then execute the contract.

A. Solicitation of Formal, Advertised Bids or Requests for Proposals (RFP) for Expenditures Exceeding \$50,000

When any expenditure is expected to exceed \$50,000, the District shall publish a notice inviting bids or requests for proposals a minimum of one week prior to the time of receiving bids in a general circulation newspaper published within San Luis Obispo

County. This type of formal bidding process typically includes the issuance of written plans and/or specifications describing the goods or services to be provided and the receipt of written bids from the vendors or contractors involved. The General Manager, or a designated staff member, shall solicit a minimum of three (3) vendors or contractors to bid on the project. 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.

B. 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.

1. Alternative Selection Procedure for Expenditures Exceeding \$10,000

When the District is seeking a unique solution to a problem or situation that cannot necessarily be resolved by the lowest bidder (i.e. when the methods, approaches, and procedures to be used in performing the work are of primary importance), a “Point Count/High Score” method of selecting a proposal may be utilized. Before soliciting proposals, the District must determine the method of evaluation and include the appropriate information in the request for proposal. If a “Point Count/High Score” method will be used, a comprehensive evaluation plan must be developed and finalized. All rating and scoring factors that are to be considered must be included, criteria for considering costs must be developed, and the evaluation plan must provide for a fair and equitable evaluation of all proposals. Scoring factors must take into consideration cost and that factor cannot be less than 30% of the total points available. Proposals received under this method shall first be evaluated to determine whether they were received in time and in the manner prescribed to determine which ones meet the format requirements specified in the request for proposal. Those proposals that meet the format requirements shall then be submitted to an evaluation committee which shall be comprised of the General Manager and one Board member. The evaluation committee will evaluate and score the proposals using the methods specified in the request for proposal. The contract must be awarded to the responsible, responsive proposal given the highest score by the evaluation committee.

Note: *Invitation for Bids* are typically used to obtain simple, common, or routine services that may require personal or mechanical skills (i.e. little discretion is used in performing the work). *Requests for Proposals* are used to obtain complex services in which professional expertise is needed and may vary. *Requests for Proposals that will utilize the alternative selection procedure* should be used only to obtain very complex and/or unique services in which professional expertise and methods vary greatly or

creative/innovative approaches are needed. (i.e. public relations, advertising, complex research projects).

C. Solicitation of Three Verbal Quotes for Expenditures Exceeding \$5,000 but Not Exceeding \$10,000

When any expenditure is expected to exceed \$5,000 but not exceed \$10,000, the General Manager, or said designee, shall solicit a minimum of three (3) verbal quotes to provide the goods or services. Written entries documenting ~~that~~ three verbal quotes were solicited shall be made in the project file. [The General Manager after approval by the Chairperson shall approve the payment.](#)

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.

19.04. Exceptions to Standard Purchasing Procedures.

A. Public Projects.

On June 11, 2014, the District passed Resolution No. 14-363 adopting the Uniform Public Construction Cost Accounting Procedures (California Public Contract Code § 22000 *et seq.*) in the contracting for construction of “public projects.” The District is therefore subject to the uniform construction cost account procedures set forth in Pub. Con. Code § 22000 *et seq.* and incorporates the procedures set forth therein to this policy manual. “Public project” means any of the following: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility; (2) painting or repainting of any publicly owned, leased, or operated facility.

B. Emergency Conditions

An emergency is defined as a breakdown in machinery and/or equipment resulting in the inability of the District to provide essential services or a threat to public health, safety, or welfare, including, but not limited to, threatened damage to natural resources or an imminent threat of injury or damage to any person or property.

In the case of such an emergency, the formal RFP process is suspended. The General Manager, or said designee, shall secure, in the open market at the lowest obtainable price, any services, supplies, material, or labor required to respond to the emergency. The Purchase Order should indicate "Emergency Conditions" with written documentation of the nature of the emergency and lowest obtainable price information. The General Manager shall consult with two Board members prior to taking significant action.

In the case of a natural disaster or for civil defense, nothing contained in this Policy shall limit the authority of the General Manager to make purchases and take necessary emergency steps.

Formatted: Indent: Left: 0.5"

C. Limited Availability/Sole Source

Occasionally, necessary supplies, material, equipment, or services are of a unique type, are of a proprietary nature, or are otherwise of such a specific design or construction, or are specifically necessary for purposes of maintaining cost-effective system consistency so as to be available from only one source. The General Manager may dispense with the requirement of competitive bids and recommend negotiating a fair price and making the purchase from a sole source if, after reasonable efforts by District staff to find alternative suppliers, there exists only a single source. Alternatively, if reasonable efforts by District staff to identify three (3) vendors or contractors as applicable under this policy are unsuccessful, the General Manager may authorize a limited availability bidding process with fewer than three (3) vendors or contractors. The basis for the sole source recommendation shall be documented in writing on the contract or purchase order and approved, in advance, by the Board for purchases exceeding \$10,000 and the General Manager, or other authorized District staff, under this policy for purchases not exceeding \$10,000.

D. Cooperative Purchasing

The District shall have the authority to join in cooperative purchasing agreements with other public agencies (e.g. the State of California or other counties, cities, or special districts) to purchase goods or services at a price established by that agency through a competitive bidding process consistent with California public bidding requirements. The Board may authorize participation in cooperative purchasing agreements.

E. Professional Consultant Services

1. Definition and Restrictions

Professional consultant services are of a technical nature and, due to the type of services to be provided, do not readily fall within the "low bid" competitive bidding process. California Government Code Section 4525 *et. seq.* requires that selection of professional consultants in the categories of architects, landscape architects, engineers, surveyors, and environmental consulting be made on the basis of demonstrated competence and the professional qualifications necessary for the satisfactory performance of the required services. Professional consultants should be individually selected for a specific project or problem with the objective of selecting the most qualified consultant at a price that is fair and reasonable. Professional service agreements shall not be split into smaller units, nor shall contract amendments be used, for the purpose of circumvention of the expenditure limits of this Policy.

As used in this Policy, "professional consultant service agreement" shall mean and include all professional services provided by the same consultant that are provided

as part of or related to the same project or program for which the consultant is being retained. Consultants who are retained to provide services on an ongoing basis, such as geotechnical peer reviews of District projects, shall be retained by means of an annual service agreement unless an agreement providing for renewal or extension of services has been approved.

- a. For selection of architects, landscape architects, engineers, surveyors, and environmental consultants, the following procedures shall apply unless the services needed from such consultants are of a technical nature or involve professional judgment.

Cost is not to be included in the Request for Proposal (RFP). Only after a firm is selected, is compensation negotiated. The scope of work is the basis for negotiations for payment. If the parties cannot agree on fair compensation, negotiations may be formally terminated with the firm considered most qualified and may be commenced with the second highest-rated firm. Such procedure may be repeated until an agreement is reached with a qualified firm.

Alternatively, a fee or cost estimate can be requested at the time of the RFP by requiring it to be provided in a separate, sealed envelope. The fee estimate will only be opened after selecting the successful consulting firm.

- b. For consultants who do not fall under the qualifications-based selection method described above, or where the services needed from the vendors listed above are of a technical nature and involve professional judgment, cost can be included in the RFQ/RFP and used in ranking the consultants for selection. Examples of such consultants include, but are not limited to: training, safety, recruitment, personnel services, economic analysis, city and regional planning, property appraisals/analysis, property acquisition, title insurance, facilitators, legal services, financial services, and data processing.

2. Selection Procedures for Professional Services in Excess of \$50,000

When the cost for professional services is expected to be in excess of \$50,000, the District shall prepare a Request for Proposal (RFP) which should request the professional's qualifications, relevant experience, described approach, staffing, and support. The proposal should outline the terms, conditions, and specifications of the services required by the District. District staff will review the proposals received, rank the consultants based upon the following criteria, and invite the most qualified firms for interviews:

- a. ability of the consultants to perform the specific tasks outlined in the RFP,
- b. qualifications of the specific individuals who will work on the project,
- c. quantity and quality of time key personnel will be involved in their respective portions of the project,
- d. reasonableness of the fee requested to do the work; comparability of fee to similar services offered by other qualified consultants (except where fee is to be negotiated later),
- e. demonstrated record of success by the consultant on work previously performed for the District or for other public agencies or enterprises,

- f. the specific method and techniques to be employed by the consultant on the project or problem,
- g. ability of the consultant to provide appropriate insurance in adequate amounts, including errors and omissions if applicable, and
- h. responsiveness to the RFP.

The report to the Board shall summarize the basis for staff's consultant selection recommendation and the ranking of the consultants based upon these criteria. Following Board approval, the General Manager and one Board member shall then execute the contract.

3. Selection Procedures for Professional Services in Excess of \$10,000 but Not Exceeding \$50,000

District staff shall solicit written proposals from a minimum of three (3) qualified consultants. A formal RFP is not required. 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 (3) vendors could not be solicited with written documentation retained in the project file.

The selection shall be based upon the criteria noted in Section 2 above. The General Manager, or said designee, may approve the selection and execute the agreement. The ranking and selection recommendation, based upon these criteria and the written proposal information, shall be documented in the project file. Following Board approval, the General Manager shall then execute the contract.

4. Selection Procedures for Professional Services in Excess of \$5,000 Not Exceeding \$10,000

Formal RFP's are not required for professional services in excess of \$5,000 and not exceeding \$10,000. District staff may select a consultant from a pre-qualified consultant file if available. District staff shall contact at least three (3) qualified consultants and request an informal written proposal or verbal proposal. 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.

The selection shall be based upon the criteria noted in Section 2 above. Notations documenting the proposals and reasons for selection shall be made in the project file. Following Board approval, the General Manager shall then execute the agreement.

5. Selection Procedure for Professional Services Not Exceeding \$5,000

Formal RFP's are not required for professional services \$5,000 or under. District staff may select a consultant from a prequalified consultant file if available. The General Manager and a Board Member shall approve the selection.

6. Renewal of Contracts with Professional Consultants

The District may, after following required consultant selection procedures, enter into consultant agreements which contain provisions authorizing their extension or renewal. Recommendations to extend or renew an existing contract with a professional consultant should include a written evaluation of the work performed by the consultant as well as a determination that the rationale for providing for the renewal option in the existing contract remains valid and that the fees being charged are comparable to fees for similar services offered by other consultants at the time of renewal or extension. If the total amount of the contract renewal does not exceed \$5,000, the General Manager, or said designee, may execute a contract amendment to formalize the renewal. If the total amount of the original agreement and any amendments exceed \$5,000, prior Board approval must be obtained.

7. Conflict of Law

These procedures are not applicable where superseded by local, state, or federal law; where the terms of grant funding provide for the use of other consultant selection procedures; or where the District is obligated to select consultants through the use of different procedures, such as the requirements of an insurance or self-insurance program.

8. Special Circumstances

These professional consultant selection procedures are not applicable when three (3) qualified professional service firms or individuals are unavailable or if it is appropriate and in the best interest of the District under the specific circumstances of the project at issue to limit the number of consultants solicited. Examples of such specific circumstances may include the following: the need to take immediate action on a project precludes the District's ability to follow these procedures; the absence of any fiscal or competitive advantage in following these procedures; only one consultant is known to be available and capable of providing needed services within the required time; the services to be provided are so unique that only one known consultant is qualified and available to perform them; or the terms of a legal mandate or negotiated agreement require the use of a particular consultant. The basis for such action shall be documented in writing and noted in the contract and approved by the General Manager. When Board approval is required, the documented basis for such action shall be included in the report to the Board.

9. Prequalified Consultant File

District staff may maintain a current file of consultants in their appropriate professional services categories after the selection procedures have been followed in this policy and a determination made that a consultant is qualified and competent. District staff may maintain this "prequalified consultant" file for a period of two (2) years from determination of the qualification of such consultant. The District may select a prequalified consultant from this file for services.

F. Open Purchase Orders for Routine and Repetitive Supplies and Services

Open purchase orders may be entered into with vendors who are expected to supply routine services, supplies, materials, or labor to the District on a regular basis throughout the fiscal year (such as gasoline, disking, road maintenance, vehicle maintenance, printing, office supplies, office machinery maintenance, computers, ergonomic equipment, field hardware, resource management supplies). Such open purchase orders should normally be closed at the conclusion of each fiscal year.

1. Competitive Bidding Procedures

Vendors of repetitive supplies and services shall be selected through the competitive procedures set out above, based upon the anticipated or budgeted cumulative cost of the supply or service. When competitive bidding procedures cannot feasibly be done due to the nature of the product to be purchased, a comparison of vendors' prices on representative sample items will be made and staff will provide written documentation of the price quotations used to select the vendor with the lowest cost. In the event that the vendor selected for repetitive supplies and services ceases to provide competitive costs for supplies or adequate services during the fiscal year, the District may replace that vendor with the next lowest cost vendor who participated in the cost comparison.

2. Multi-year Contracts

Multi-year contracts shall be selected through the competitive procedures set out above, based upon the anticipated or budgeted cumulative cost of the supply or service over the course of the contract. Multi-year contracts can be let only when it is documented that it is appropriate and necessary to secure the best pricing or to assure continuity of service. Whenever feasible, multi-year contracts for service or supplies shall provide that the option to renew or extend the contract is at the District's sole discretion.

19.05 General Provisions.

A. Conflict of Interest

No District staff member or elected official shall be financially interested, directly or indirectly, in any purchase, contract, sale, or transaction to which the District is a party and that comes before said official or staff member for recommendation or action. Any purchase, contract, sale, or transaction in which any staff or official is financially interested shall become void at the election of the District. No staff member or elected official shall realize any personal gain from any purchase, contract, sale, or transaction involving the District. When any staff member is in doubt as to whether a conflict of interest exists, that staff member shall consult with the District Counsel, and, if necessary, alternative actions may be taken to facilitate the purchase.

B. Purchase of Recycled Products

District staff shall purchase recycled products whenever such products are available at equal cost to non-recycled products and when suitability and quality are equal. When recycled products are used, the supplier shall label the products to indicate that they contain recycled materials and specify the minimum percentage of recycled material in the products.

SECTION 21.00 Social Media Policy

21.01 Purpose. The District respects the right of the Board of Directors and District personnel (collectively, “Staff Members”) to use social media as a medium of self-expression. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist Staff Members in making responsible decisions about their use of social media, the District has established these guidelines for appropriate use of social media. All Staff Members need to follow these requirements when posting on social media.

21.02 Guidelines.

Social Media. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to a Staff Member’s own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication. AB 992 permits a Board member to use a social media platform to engage in conversations or communications on matters within the subject matter jurisdiction of the Board:

(a) to answer questions,

(b) to provide information to the public, and

(c) to solicit information from the public.

However, a majority of members may not use social media to “discuss among themselves” official business. AB 992 broadly defines the meaning of “discuss among themselves” to include any “communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.” AB 992 prohibits a member from communicating directly with the social media of any other member on a subject within the jurisdiction of the board.

By way of example, this means that a Board member may not respond directly, comment, like/dislike, express a digital reaction (i.e., an emoji), or even share the social media post of another Board member if that post concerns any matter within the subject matter jurisdiction of the Board. This law applies to all internet based social media platforms that are “open and accessible to the public,” including, but not limited to, Snapchat, Instagram, Facebook, Twitter, blogs, TikTok and Reddit.

AB 992 is significant because it restricts online communication between Board members to a greater extent than offline communication. Generally, subject to certain restrictions, a minority of Board members may discuss off-line a matter of official business outside of a Brown Act meeting. However, AB 992 absolutely prohibits any such discussion or communication of official business between two or more Board members on a social media platform.

Therefore, it is recommended that Board members completely refrain from any type of communication amongst yourselves via social media platforms that are open and accessible to the public.

1.

Formatted: Indent: Left: 0.5", No bullets or numbering

2-1. Follow District Rules. Staff Members should carefully read these guidelines and the District's overall Board policies, including (but not limited to) the Sections on Board Conduct, Conflict of Interest Policy, Anti-Discrimination, and Anti-Harassment Policy, and ensure their postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, threats of violence, or similar inappropriate or unlawful conduct may subject Staff Members to disciplinary action up to and including termination.

3-2. District Business. District emails and computers are limited to conducting District business and are not to be used for personal social media. Staff Members must never use their District e-mail account or password in conjunction with a social media site. All data contained in the District's computer network systems is owned by and is the intellectual property of the District. Staff Members should not have an expectation of privacy with respect to information or communications that they post using the District's computers or networks. The District has the right to monitor all activity on its equipment and systems.

4-3. Disclosures. Social media should remain personal in nature and be used to share personal opinions or non-District related information. Staff members should neither claim nor imply that the Staff Member is speaking on behalf of the District. (Please see section 3.04) When appropriate, Staff Members should use a disclaimer to indicate the views expressed are the Staff Member's own, such as: "The postings on this site are my own and don't reflect or represent the opinions of the San Simeon Community Services District."

5-4. Exercise Best Judgment and Discretion.

- i. Staff Members should be fair and courteous to other Staff Members, District clients, members of the public, and individuals working on behalf of the District.
- ii. Work-related issues should be resolved by speaking directly (not via social media) to the individual or by utilizing the District's Complaints/Claims Procedures or, for concerns involving suspected harassment, discrimination, or retaliation, by using the complaint reporting procedure described in the Anti-Discrimination and Anti-Harassment Policy.
- iii. Staff Members should avoid using statements, photographs, video, or audio that reasonably could be viewed as obscene or contributing to a hostile work environment on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or any other status protected by law or District policy.

6-5. Be Honest and Accurate. Strive for accuracy and full disclosure in any social media post. Include a link to your sources of information. If you make a mistake, correct the information or retract it promptly. Remember the Internet archives almost everything; even deleted postings can be searched. Never post any information or rumors that you know to be false or inaccurate about the District, co-workers, District clients, or individuals working on behalf of the District.

7-6. Maintain Confidential Information. Staff Members must not disclose or discuss the confidential, sensitive, and/or proprietary information of the District and/or its officials,

officers, other Staff Members, agents, customers, or volunteers. For example, do not disclose another individual's social security number, medical, or financial information.

8.7. Do Not Promote the District Anonymously. Staff Members should not create a link from their blog, website, or other social networking site to the District's website. In addition, they must use their best judgment and exercise discretion when linking to people on social media sites. Other Staff Members and members of the public may see Staff Member connections and make judgments about them or their work.

9.8. Additional Considerations.

- i. Staff Members are free to express themselves as private citizens on social media to the degree that such speech does not impair or impede the performance of District duties, impair discipline and harmony among Staff Members, or negatively affect the public perception of the District.
- ii. The same principles and guidelines found in the District's policies apply to Staff Members' activities online. Before creating online content, Staff Members should consider some of the risks and rewards that are involved. Staff Member conduct that adversely affects job performance, the performance of fellow Staff Members, or otherwise adversely affects members of the public served by the District, suppliers, people who work on behalf of the District, or the District's legitimate business interests may result in disciplinary action up to and including termination.
- iii. Staff Members should not display District logos or similar identifying items on personal webpages.

SECTION 22.00 Applying for Grants Policy

22.01 Purpose. Grants are contracts or agreements whereby the District receives funding from an outside agency to subsidize a District project or program and for which the District has fiduciary oversight responsibility.

It shall be the policy of the District to identify and apply for grants that provide additional financial resources to the District to assist in carrying out its projects and programs. This Policy has been adopted by the Board of Directors to clarify responsibility and authority for applying for grants and to provide that all grants awarded to the District have been thoroughly researched, are financially feasible for the District, and do not create unforeseen financial or other burdens.

22.02 Policy. When submitting requests for grant funding, it shall be the policy of the District to solicit funds for projects or programs that are consistent with the goals of the District and to make sure that the nature of the grant is such that it can be administered in an efficient manner. Accordingly, the General Manager or said designee, has responsibility for applying for external funding for projects and programs subject to the provisions of this policy.

Prior to application submission, all grant applications must be reviewed by the General Manager who shall provide to the Board a report and recommendation regarding:

1. consistency with overall program goals of the District,
2. local match requirements and/or other budget impacts,

3. staff/personnel requirements to implement objectives of the grant, and
4. identification of responsible staff for program and fiscal monitoring.

In the event that timing constraints prevent staff from obtaining Board Approval of a grant application submittal prior to the application being submitted, staff shall provide the Board with notice and a status update within two business days.

6.E. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 6.E. DISCUSSION, REVIEW, CONSIDERATION AND APPROVAL OF KATHLEEN FRY BOOKKEEPING SERVICES TO PERFORM BOOKKEEPING SERVICES FOR THE DISTRICT.

Discussion:

On January 1, 2018 a contract for services was executed with Kathleen Fry to provide bookkeeping services to the District. This contract resulted in no additional monetary cost increases to the District. At the time this contract was executed, the current purchasing policy was not in effect. The new policy, adopted in May 2019, contains more formal language about contracts of this nature.

On an annual basis the District pays \$15,840 for general bookkeeping services. 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.

On November 17, 2021 GES Staff contacted several companies to obtain quotes to provide the District with bookkeeping services. Staff contacted Burkart & Stevens, Heter Accountancy, EBS Bookkeeping Services, Glen Burdette, Gray & Harasym LLP, David Farnsworth CPA, and Kathleen Fry to obtain quotes. The only bidder was Kathleen Fry.

Recommendation:

Discussion, Review, Consideration for the Board to approve the proposal from Kathleen Fry to perform bookkeeping services.

Enc: RFP that was sent to companies
Responsive quote from Kathleen Fry
Copy of contract for services
Response from Glen Burdette

San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452
admin@sansimeoncsd.org
(805) 927-4778 Fax (805) 927-0399

November 17, 2021

Reference: Request for Accounting Services

The San Simeon Community Services District (SSCSD) seeks proposals for accounting services. If your agency would like to submit a proposal please do so by **2 pm Thursday December 30, 2021.**

Please provide a proposal to perform the following Scope of Work:
Software platform is QuickBooks.

On a weekly basis duties to include:

- Weekly bank deposit. Checks are scanned using CCX and cash deposits must be physically deposited.
- Update deposit amounts in QuickBooks.

On a monthly basis duties to include*:

- Write checks for signature and payment. Typically 10-20 checks.
- Prepare the Warrant report, Balance Sheet Report, and Monthly Accounting report.
- Reconcile the checking accounts.
- Perform all payroll duties for the Board members.
- Provide monthly management reports which includes:
 - GL entries
 - Balance sheets
 - Profit loss statements for our three enterprise funds

*This information is time sensitive and is needed as part of the monthly Board meeting packets. Board meetings are held the 2nd Tuesday of each month. Requested materials are due no later than the Wednesday before the Board meeting.

On a yearly basis duties to include:

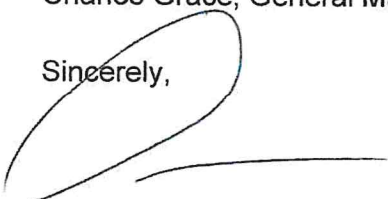
- Prepare a general ledger for the fiscal year end.
- Prepare a trial balance for the fiscal year end.
- Prepare a schedule of revenues and expenses by function for fiscal year end.
- Prepare a general ledger and accounts payable report for the year-end audit.
- Prepare all calendar year-end payroll forms including W-2's and W-3's.
- Prepare all calendar year end vendor totals for reporting 1099's and form 1096
- Prepare quarterly payroll tax returns.
- Ensure District compliance with state and federal payroll tax laws.
- Perform monthly review/audit of general ledger to ensure all accounts balance.
- Work with staff and the auditors on the fiscal year audit. The audit is typically performed in early September.
- On a quarterly basis prepare all federal and state payroll tax returns for the 5 Board members.

The SSCSD reserves the right to request best and final offers from any or all proposers. Information from competing proposers will not be disclosed to other proposers prior to submission of a best and final offer.

This request for proposal (RFP) may be cancelled at any time and any and all proposals may be rejected in part or in whole when the SSCSD determines such action to be in the best interest of the agency.

Attached is a draft version of the San Simeon CSD contract for services. The point of contact is Charles Grace, General Manager, San Simeon CSD (805) 431-6253.

Sincerely,



Charles Grace
General Manager
San Simeon CSD
805 431 6253

January 11, 2022 Board Meeting

DEC 28 2021

FROM: Kathleen Fry Bookkeeping Services

DATE: 12/28/2021

BY: CAM

RE: Proposal for Accounting Services to be provided to San Simeon Community Services District (SSCSD)

Scope of Work as described in detail in the RFP issued by the District entitled: Request for Accounting Services dated 11/17/2021 (copy attached).

Proposed rates and fees:

Proposed monthly rate for requested services effective January 1, 2022: \$1,500.00 / month

Add annual fee for QuickBooks Desktop Software (at cost): \$849.00 / year

Check Stock/Supply: SSCSD shall procure blank check stock and secure the supply in a locked file cabinet.

SSCSD shall provide blank checks as needed to bookkeeper to print monthly warrants.

Services shall be provided month-to-month on an on-going basis and may be terminated by either party with a 10 day written notice. (See Section 6 of Consultant Agreement which specifies these terms).

Accounting services outside scope of services

Accounting services outside scope of services work would commence only after the proper Board member or their designee pre-approves the additional services.

Accounting Services hourly rate for tasks requested outside scope of service of this proposal/contract: \$75.00 / hr

List of possible projects which would require proper authorization before commencing:

- CalPERS Annual Information Request-AIR (estimated time 2 hours per year)
- Annual State Controller's Office Government Compensation report (est time 2 hours per year)
- Annual Audit by CPA - participate in audit including: in-depth preparation before the audit day, attendance on the audit day, follow-up post audit including entering auditor's General Journal Entries, tying Audit to QuickBooks, communications with auditor and SSCSD Office Manager (estimated time 10-15 hours per year)
- Budget Committee meetings - attend budget committee meetings as an audience member and provide feedback from bookkeeper perspective (estimated time: 5 hours per year)
- Assist budget committee with their efforts to develop written policies and procedures on subjects such as: Capitalization Limit (when expenditures are coded as assets, not as expenses); Policy to set aside budgeted depreciation into equity account to be held for use only on future capital improvement projects; etc
- Research activities upon request - such as researching the background of 2 monthly recurring CalPERS expenses for health benefits and retirement contributions; including recommendations to reduce budget/costs to district for these 2 expenses (estimated time 4 hours per year)
- Explore possibility of paying monthly expenditures electronically using secure online process and establishing protocols which would require 2 board members' authorization before funds were released from checking account.
- Explore accounting software options that would best meet the needs of the District (for example: research full governmental fund accounting software options). Bookkeeper's time to research, options, convert data to new platform, train, and implement new software would be outside scope of basic duties covered by the RFP.
- Other duties as requested

PAGE INTENTIONALLY LEFT BLANK

AGREEMENT FOR CONSULTANT SERVICES

This **AGREEMENT FOR CONSULTANT SERVICES** ("Agreement") is made and effective as of _____ (the "Effective Date"), between _____, a California corporation ("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 _____.

2. **SERVICES**

Consultant shall perform the tasks described in Consultant's proposal for engineering 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 shall represent District in all matters pertaining to the administration of this Agreement. _____ shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay Consultant in accordance with 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 \$_____, 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 District 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.

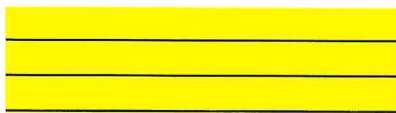
(b) Consultant shall promptly notify District and District shall notify Consultant either parties officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, 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: Charles Grace, General Manager
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452

With a copy to: Natalie Laacke, District Counsel
Adamski Moroski Madden Cumberland & Green, LLP
P.O. Box 3835
San Luis Obispo, CA 93403

To Consultant: 

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **TIME**

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

22. **CONSTRUCTION**

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

23. **AMENDMENTS**

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

24. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**SAN SIMEON COMMUNITY SERVICES
DISTRICT**

**PHOENIX CIVIL ENGINEERING,
INC.**

By: _____
Daniel Williams, Chair

By: _____
Jon Turner, Principal Engineer

Attest:

Charles Grace, Clerk of the Board

Approved As To Form:

Natalie Laacke, District Counsel

Attachments:

Exhibit A- Consultant's Proposal
Exhibit B- Insurance Requirements

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

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

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

15. Consultant will renew the required coverage for the duration of the project.

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

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

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

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

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

be no recourse against District for payment of premiums or other amounts with respect thereto.

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



NOV 29 2021

BY: CAM

November 19, 2021

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

RE: Request for Accounting Services

Dear Mr. Grace:

Thank you for sending us your request for accounting services for San Simeon Community Services District. Due to the increased demand for our services and our current staffing level, we feel that we would not be able to perform the engagement in the upcoming years with the level of quality our firm strives to provide.

As a result, we will not be submitting a proposal in response to your request this year.

We do appreciate your including us on your prospective bidders list and request that you continue to include us on future proposal lists.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Dossa', with a long horizontal flourish extending to the right.

Timothy F. Dossa, CPA
Business Consulting – Senior Manager

SAN LUIS OBISPO
1150 Palm Street
San Luis Obispo, CA 93401
p 805 544 1441
f 805 544 4351

PASO ROBLES
102 South Vine Street
Paso Robles, CA 93446
p 805 237 3995
f 805 239 9332

SANTA MARIA
2222 South Broadway, Ste. A
Santa Maria, CA 93454
p 805 922 4010
f 805 922 4286

Re: RFP - San Simeon CSD

David Farnsworth, CPA <david@dfarnsworthcpa.com>

Mon 12/13/2021 2:32 PM

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

Hi Cortney,

Thank you very much for the RFP for bookkeeping services. Unfortunately, our Firm is too far to provide the services found in the RFP such as making physical deposits to the bank. We will not be able to submit a bid due to the commute.

Good luck with your search in finding a new bookkeeper/accountant. Have a great day!

Regards,

David Farnsworth, CPA
Mobile | (408) 780-2236

Dublin, CA 94568

dfarnsworthcpa.com

On Mon, Dec 13, 2021 at 1:56 PM San Simeon CSD <admin@sansimeoncsd.org> wrote:

Thank you,

Cortney Murguía

(805) 927-4778

6.F. Business Action Item



BUSINESS ACTION ITEM STAFF REPORT

ITEM 6.F. DISCUSSION, REVIEW, CONSIDERATION AND APPROVAL OF A PROPOSAL FROM COOPERATIVE STRATEGIES FOR REDISTRICTING SERVICES NOT TO EXCEED THE AMOUNT OF \$19,500.00.

Discussion:

During the November 29, 2021 special Board meeting the Board failed by a 2/3 majority vote to approve a proposal from Cooperative Strategies to perform districting services for the SSCSD in the amount of \$21,500. Vice-Chairperson Giacoletti was the dissenting "No" vote. At the December 14, 2021 Board meeting direction was provided to allow Director Donahue to gather additional information about this matter so that it could be added to a future meeting agenda. This matter has been added to the meeting agenda at the request of Vice-Chairperson Giacoletti. Additionally, staff has obtained a revised lower cost quote from Cooperative Strategies for the work redistricting service.

Recommendation:

Discussion, Review, Consideration that the Board may wish to approve this item.

Enc: Updated proposal from Cooperative Strategies in the amount of \$19,500.00.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this ___ day of _____ 2021 ("Effective Date"), by and San Simeon Community Services District at 111 Pico Avenue, San Simeon, CA 93452, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter called "Consultant". The Client and the Consultant in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

Section 1.2 No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

Section 2.2 Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services. Expenses of Consultant in the performance of any Consulting Services that will be reimbursed by Client are the following:

- (a) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs; and
- (b) Third-party photographic reproduction and data purchases.
- (c) Photocopies, facsimile, postage, overnight deliveries.

Section 3.3 Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or

\$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Non-Solicitation. Client shall not solicit for employment or hire Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at such employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason, or (b) whose employment or solicitation has been agreed upon in writing by Consultant.

ARTICLE VI. TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the SOW) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement with written notice to the other party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the

SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Mutual Indemnification. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with this Agreement when such Claims arise from, relate to, or in any way result from (i) breach of any representation or warranty in this Agreement, (ii) breach of any applicable law or (iii) gross negligence or willful misconduct. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 6.6 Survival. Sections 1.2, 5.2, 5.3, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. **CONFIDENTIALITY**

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is required by law to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the Confidential

Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: dlopez@coopstrategies.com; Client: _____), but each party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both Parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.

Section 8.12 Limitation of Liability. The parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client’s sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties. Consultant’s total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT’S ORGANIZATION IS AT CLIENT’S OWN DISCRETION AND RISK.


IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

San Simeon Community Services District

By: 
David Lopez
Executive Director

By: _____

Date: January 2, 2022

Date: _____

S:\Proposals\Working Documents\California\Demographics\Trustee Area Creation\San Simeon Community Services District\San Simeon CSD_VotingAreaCreation_20211022.docx

EXHIBIT A

**STATEMENT OF WORK
SAN SIMEON COMMUNITY SERVICES DISTRICT
VOTING AREA CREATION SERVICES**

Cooperative Strategies, LLC shall provide consulting services to San Simeon Community Services District ("District" or "Client") to assist in the transition from at-large voting to by-area voting with the creation of voting areas in compliance with applicable law. The specific tasks include, but are not limited to, the following:

ACTIVITY & TIMING	TASKS
1. Goals, Priorities and Data Analysis	<p>1.A. Identify Goals and Priorities</p> <p>This task involves determining the goals the District has for the redistricting process. This determination will be based on Elections Code, including the California Voting Rights Act and Federal Voting Rights Act. Goals and priorities may or may not take into account:</p> <ul style="list-style-type: none"> • Balanced Population (One Person, One Vote) • Civic Boundaries • Community Identity
	<p>1.B. Identify Key Issues and Considerations</p> <p>This task involves identifying the key issues and considerations involved in creating Voting Areas. These may include legal issues, compliance with federal and State regulations, constituent/community concerns, as well as others.</p>
	<p>1.C. Discuss Requirements with Legal Counsel</p> <p>This task involves discussing the list of items identified in Tasks 1.A. and 1.B. with staff of the District and the Client to ensure compliance with all applicable legal, statutory, and organizational requirements.</p>

ACTIVITY & TIMING	TASKS
	<p>1.D. Prepare Census Data Analysis for Voting Areas This task involves analyzing 2020 Census data to obtain information on population within the District as well as to use in creating conceptual Voting Areas.</p> <hr/> <p>1.E. Evaluate Population of Community This task involves evaluating the demographics of the District based on data from the United States Census.</p> <hr/> <p>1.F. Virtually Attend and Present at Public Hearings This task involves Cooperative Strategies virtually attending and presenting at the two (2) pre-map public hearings at meetings of the Board of Directors to gather input from the community and Board.</p>
<p>2. Prepare and Present Scenarios</p>	<p>2.A. Create Conceptual Voting Areas This task involves using Census data and GIS data gathered in Task 1.D. and input received in Task 1.F. to prepare three (3) conceptual Voting Area scenarios. This task will involve preparing alternative Voting Area boundary proposals for consideration, including maps and demographic data for comparative purposes.</p> <hr/> <p>2.B. Virtually Present Recommendations to Staff This task involves presenting conceptual Voting Areas to District staff for their review and consideration. Cooperative Strategies will prepare deliverables and a presentation with the goal of refining the recommendations that will be delivered to the Board.</p> <hr/> <p>2.C. Virtually Present to Board of Directors This task involves three (3) virtual meetings to present the scenarios from Task 2.B. to the Board for comment and review. These meetings include the public hearings required prior to approval by the Board of Directors.</p>

ACTIVITY & TIMING	TASKS
	<p>2.D. Assist in Public Outreach</p> <p>This task involves assisting in a public outreach effort to virtually present conceptual scenarios to the public and solicit feedback from constituents on the scenarios.</p>
	<p>2.E. Revise Scenarios</p> <p>This task involves revising the conceptual scenarios based on feedback from the public and the Board.</p>
	<p>2.F. Virtually Present Revised Scenarios to Board of Directors</p> <p>This task involves virtually presenting the revised scenarios to the Board for consideration and approval of new Voting Areas.</p>
	<p>2.G. Assist in Implementation Process</p> <p>This task involves assisting in ensuring documentation is provided to the County offices to implement the change in Voting Areas.</p>

EXHIBIT B

**FEE SCHEDULE
SAN SIMEON COMMUNITY SERVICES DISTRICT
VOTING AREA CREATION SERVICES**

The proposed fee for Cooperative Strategies to perform the services as described in Section I of this Proposal is outlined below. This fee includes attendance at up to five (5) virtual meetings at the District (public hearings, community input meetings, and Board meetings), as well as scenario creation and mapping services.

SERVICE DESCRIPTION	PROPOSED FEE
Voting Area Creation	\$19,000 (Plus Expenses)

Should the District wish to utilize a web-based tool for members of the community to provide scenarios or revise map options, there shall be an additional fee of \$5,000 for such service.

Should the District request attendance at additional meetings beyond those identified in Exhibit A, attendance is not guaranteed and will be subject to limited availability. If available, attendance may be virtual and the fee shall be \$850 per additional meeting.

In the event the District’s regularly scheduled meetings do not align with Cooperative Strategies ability to be in attendance, the District agrees to collaborate with Cooperative Strategies to develop a schedule to accomplish the work by identifying dates and times that are mutually agreeable. This may require scheduling special board meetings on non-typical dates and times.

S:\Proposals\Working Documents\California\Demographics\Trustee Area Creation\San Simeon Community Services District\San Simeon CSD_VotingAreaCreation_20220102.docx