

**Regular Meeting
Board of Directors
San Simeon Community Services District
AGENDA**

Wednesday, August 8, 2001 – 6:30 PM

Cavalier Banquet Room

1. **6:30 PM - CALL TO ORDER**
 - 1.1 Roll Call
 - 1.2 Pledge of Allegiance

2. **PUBLIC COMMENT:** (Any topic NOT on the agenda may be presented, but please observe the 3-minute time limit)

3. **ITEMS OF BUSINESS**
 - 3.1 Approval of Minutes—July 11, 2001 Board Meeting; July 30, 2001 Special Board Meeting.
 - 3.2 Approval of Warrants—July 10, 2001 – July 31, 2001
 - 3.3 Plant Superintendent's Report
 - 3.4 General Manager's Report

4. **DISCUSSION / ACTION ITEMS**
 - 4.1 Weed Abatement: Resolution to Clear Weeds and Apply Cost Against Properties
 - 4.2 Air Line Replacement Project: Authorize Staff to Prepare Bid Package
 - 4.3 Odor Control: Temporary Measures
 - 4.4 FY 2001-02 Budget Review
 - 4.5 Facilities Plan / Wastewater Treatment Plant
 - 4.6 Service Charges – Consideration of Rate Study
 - 4.7 State Board Comments to Draft Water Recycling Study Report
 - 4.8 Board Reports

5. **BOARD/ STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS**
 - 5.1 Calendar Strategic Planning Session

6. **ADJOURNMENT**

REGULAR BOARD OF DIRECTORS MEETING
SAN SIMEON COMMUNITY SERVICES DISTRICT

Date: Wednesday, July 11, 2001

Place: Cavalier Banquet Room

MINUTES

1.0 CALL TO ORDER

1.1 Roll Call:

Present: Directors Loraine Mirabal-Boubion, David Kiech, Bob McLaughlin, Eric Schell and Carol Bailey-Wood

1.2 Pledge of Allegiance to the Flag

2.0 CLOSED SESSION

2.1 Personnel/General manager Discussion; GC Section 54957

A. Discussion regarding Personnel Issues including 1 public employee, specifically: Kim Allison

B. Discussion regarding General Manager Contract

2.2 Personnel/Employee Compensation - FY 2001-02

Conference with General Manager Counsel, the District's Designated Representative, for the purpose of reviewing the District's position regarding the terms and compensation paid to the unrepresentative employees and giving instructions to the Designated Representatives

3.0 CALL TO ORDER: The Board reconvened in open session at 6:30 p.m.

3.1 Pledge of Allegiance to the Flag

3.2 Roll Call:

Present - Directors Loraine Mirabal-Boubion, David Kiech, Bob McLaughlin, Eric Schell and Carol Bailey-Wood

3.3 Report on Closed Session

District Counsel, Rob Schultz reported that the Board approved a step increase for Kim Allison. The second matter regarding the general manager position was discussed and the Board directed the District Counsel to continue negotiations and to draft an agreement with EDA. The third matter discussed was the personnel/employee compensation. The Board decided to discuss that item at a future date.

4.0 PUBLIC COMMENT

Sargent Rasmussen reported that they made it through the fourth of July. Avila was very quiet and Cayucos had 11 arrests. The bike patrol was out on the fourth and 9 of the 11 arrests were made by the bike patrol. In Cambria there was very few problems and they will probably have an additional car in that area next year. In San Simeon there were two calls made, one being a domestic violence call that was a result of the fourth of July celebration. Dee Dee Ricci questioned if there had been any gang reports in the area. She had observed some graffiti and didn't know if there were any gangs in the area. Sargent Rasmussen reported that it is probably from gangs passing through the area and the nearest gangs are probably in Paso Robles.

Mike Hanchett and Terry Lambeth both thanked the Board for the closed session and volunteered to do whatever possible to help with the transition of the new general manager.

5.0 BUSINESS ITEMS

- 5.1 Approval of Minutes -- June 13, 2001 Board Meeting; June 19, 2001 Special Board Meeting.
It was moved by Director Schell and seconded by Director McLaughlin to approve both of the meeting minutes once the corrections are made. The motion passed unanimously.
- 5.2 Approval of Warrants — June 13, 2001 - July 3, 2001
It was moved by Director McLaughlin, seconded by President Bailey-Wood to approve the warrants. The motion carried unanimously.
- 5.3 Plant Superintendent's Report
Mr. Schultz reported that the wells are staying up pretty good that they have stayed about the same in June and July.

6.0 DISCUSSION/ACTION ITEMS

- 6.1 Weed Abatement: Resolution to Clear Weeds and Apply Cost Against Properties
Mr. Wallace reported that there are 2 lots that are not yet cleared. He stated the Board's action would be to direct staff to hire a landscape contractor or weed abatement person to clear the lots and then bring it back at the August meeting for confirmation of the costs to then be placed against the tax roll. It was moved to adopt a resolution declaring a public nuisance by Director McLaughlin and seconded by Director Schell. The motion carried unanimously.
- 6.2 Air Line Replacement Project; Authorize Staff to Prepare Bid Package

Mr. Wallace reported that the grant applied for with the California Energy Commission to do these projects has been awarded contingent on the Board signing the contract. The total cost estimate is \$90,000 for this project. That would include all three projects together. The California Energy Commission has approved \$11,850 of that to be used as a grant. He recommended that the Board direct staff to coordinate with the CEC, and if the schedule can be adjusted to allow for construction in this time period and if the District Counsel approves the grant agreement then proceed with the project. If the CEC won't extend the time limit for the grant project, then the Board might want to break the project up into different projects.

It was moved by Director Mirabal-Boubion to table this item as well as items number 6.4 - Odor Control, and item number 6.7 - Facilities Plan/Wastewater Treatment Plant until the new general manager starts. It was seconded by Director Keich. The motion carried unanimously.

- 6.3 1991 Chevy Truck Donation to Suitable Non Profit Organization (Verbal)
Mr. Wallace reported that Cuesta College has shown an interest in the truck. However, it would have to be towed over or put on a flat bed. He requested that the Board direct staff to donate it to Cuesta College or some other non-profit organization.

It was moved by President Bailey-Wood to donate the truck to a non-profit organization or tow it to a junk yard. It was seconded by Director Schell. The motion carried unanimously.

- 6.4 Odor Control: Temporary Measures
See the motion in item number 6.2.

- 6.5 FY 2001-02 Budget Review
Mr. Wallace reported that the draft budget has been put together to reflect several things. One being the corrections made at the last Board meeting with respect to the individual items on the operating budget. The capital improvements projects budget has also been included. He stated that since the Board was in a review mode, they might want to wait and have the budget reviewed and then come back with the consideration of the budget.

It was moved by Director Keich to table this item until the new general manager comes on Board. It was seconded by Director McLaughlin. The motion carried unanimously.

- 6.6 Compensation Package for Employees
It was stated that a motion was made by Director McLaughlin to table this item. It was seconded by Director Schell. The motion carried unanimously.

6.7 Facilities Plan/Wastewater Treatment Plant

It was moved by Director Keich to table this item so that it can be handled with EDA. It was seconded by Director Mirabal-Boubion. The motion carried unanimously.

6.8 Committee and Board Reports

President Bailey-Wood reported that the only contact she has had with anyone outside of the Board is a Mr. Beesley who is from the East Bay Area. He is a strategic planner. She said that she would call him back to let him know that the Board is still working on it.

7.0 BOARD/STAFF GENERAL DISCUSSIONS AND PROPOSED AGENDA ITEMS

7.1 Calendar: Brown Act Training Meeting; Strategic Planning Session

7.2 Service Charges - Consideration of Rate Study

_____ stated that 14 of the 17 commercial retail users have sent letters. He stated that he will also provide the Board with the petition. Mr. Wallace also added that there are specialized firms that provide specialized rate studies. He added that there are a number of economic and physical factors that go into that study. He asked if whether or not the District was interested in pursuing this and if it was necessary to solicit proposals for a rate study to be performed. It was suggested that this item be brought up every month at the Board meeting as a general discussion item for an update.

8.0 ADJOURNMENT

The meeting was adjourned at approximately _____ p.m.

Respectively Submitted,

John L. Wallace
Interim General Manager

**SPECIAL BOARD OF DIRECTORS MEETING
SAN SIMEON COMMUNITY SERVICES DISTRICT**

Date: Monday, July 30, 2001
Place: Cavalier Banquet Room

DRAFT

MINUTES

1.0 CALL TO ORDER:

The Board convened at 4:32 p.m.

1.1 Roll Call:

Present - Directors Carol Bailey-Wood, Loraine Mirabal-Boubion, David Kiech, Bob McLaughlin and Eric Schell

1.2 Public Comment on Closed Session Items:

Terry Lambeth inquired as to why the Personnel/Employee Compensation for FY 2001-2002 was on the agenda for discussion in closed session and why the same topic was slated for discussion/action later in the meeting. It was his understanding at the last meeting that any action on this item was tabled pending the hiring of a General Manager. He encouraged the Board not to take any action on Personnel until the new General Manager had a chance to review the package and make a recommendation. District Counsel Schultz explained that he was responsible for including these items on the agenda since he had not been able to attend the last Board meeting. He was not aware that further discussion and action on the Compensation package had been tabled pending review by the new General Manager. Mr. Schultz said he felt it was appropriate to include the topic for discussion in closed session in case anyone had any questions. Chairperson Bailey-Wood indicated that no action would be taken. She also thanked Mr. Hanchett Jr. and Mr. Lambeth for assisting in the District Manager search.

2.0 ADJOURN TO CLOSED SESSION:

The Board adjourned to closed session for the purpose of two items:

1. Discussion regarding the General Manager Contract with EDA, GC Section No. 54957
 2. Conference with General Counsel regarding Personnel/Employee Compensation for fiscal year 2001-2002, GC Section 54957.6
-

3.0 RECONVENE IN OPEN SESSION/CALL TO ORDER:

The Board reconvened in open session at 6:00 p.m.

3.1 Roll Call:

Present - Directors Carol Bailey-Wood, Loraine Mirabal-Boubion, David Kiech, Bob McLaughlin and Eric Schell

3.2 Pledge of Allegiance to the Flag

3.3 Report on Closed Session:

District Counsel, Rob Schultz reported that the Board met in closed session to discuss the General Manager position, GC Section No. 54957 and Personnel/Employee Compensation, GC Section No. 54957.6. No action was taken on either topic that

requires reporting under the Brown Act. One item will be acted upon this evening and the other will be continued to a later date.

4.0 PUBLIC COMMENT

Prior to opening the floor for public comment, Chairperson Bailey-Wood stated that with regards to the Discussion/Action Items Agenda, several items were incorrectly included on the agenda for this meeting. The only items to be discussed and/or acted upon this evening would be items 5.1, 5.2 and 5.5. The other items were tabled at the last regular meeting pending selection of a District Manager. District Counsel Schultz was unable to attend the last meeting and had not been aware of the Board's action. District Counsel Shultz indicated that the public was welcome to comment on any item.

There was no public comment.

5.0 DISCUSSION/ACTION ITEMS

5.1 Approval of General Manager Contract with EDA

District Counsel Schultz indicated that in closed session, the Board discussed the contract. He indicated that it was a standard agreement but that one change with respect to Item 11 – the status of EDA as an independent contractor. A handout with the correct language had been given to the Board. District Counsel Schultz recommended that the Board approve the contract with the revised language for Item 11 and authorize Chairperson Bailey-Wood to sign the agreement. District Counsel then gave a brief overview of the contract for members of the public. It was moved by Director McLaughlin and seconded by Director Mirabal-Boubion to approve the General Manager Agreement between San Simeon Community Services District and EDA and authorize the Chairperson to sign said agreement. The motion carried unanimously.

5.2 Approval of Resolution Authorizing Continued Funding at Levels Authorized for 2000 – 2001 pending Adoption of 2001 – 2002 Budget.

District Counsel explained that this action was necessary since the Board had tabled adoption of the fiscal year 2001 – 2002 budget so that the new General Manager could review it first. Since we are in the new fiscal year, it is necessary to authorize some level of spending for the District until a new budget is adopted. Similar action had been taken in the past. It was moved by Director Mirabal-Boubion and seconded by Director McLaughlin to approve ***Resolution No. 01-274 authorizing the SSCSD to maintain spending limits at the FY 2000 – 2001 rate pending adoption of the 2001 – 2002 FY Budget. (Correct Language has not yet been received from Counsel – EDA has not receive a copy of the resolution.***

The Roll Call vote was as follows: Director Mirabal-Boubion – aye; Director McLaughlin – aye; Director Kiech – aye; Director Bailey-Wood – aye; Director Schell – aye. Motion carried unanimously.

5.5 Calendar Items

Brown Act Training Meeting

Discussion was held regarding the advantages of having a Brown Act Training meeting for the Board and members of the public. While Board members are exposed to aspects of the Brown Act at regional meetings and training sessions, there are many different nuances to the Act. In addition, holding the meeting at the district level allows the public to learn more about what the Brown Act actually involves. Informal workshops at the district level will include role-playing, discussion and group interaction. The session will last approximately two (2) hours. A date of August 22, 2001 at 4:30 p.m. in the Cavalier Banquet Room.

Strategic Planning Session

Discussion was held regarding scheduling a Strategic Planning Session. Chairperson Bailey-Wood has discussed this with EDA as well as two other facilitators – Robert Rauch who has conducted similar workshops for other special services districts and is well known in the area; and Charles Beasley who has a similar approach but with less public involvement. The new District Manager was also very interested in having such a workshop and indicated that, at this time, it would be quite beneficial to have an outside consultant conduct the workshop. Discussion regarding best dates and times followed. The District Manager was directed to contact the facilitators and bring a recommendation back to the Board.

6.0 BOARD/STAFF GENERAL DISCUSSION AND PROPOSED AGENDA ITEMS

There was no discussion and no proposed agenda items.

7.0 ADJOURNMENT

The meeting was adjourned at 6:38 p.m.

APPROVAL

Minutes approved at the San Simeon Board of Directors meeting held on _____, 2001 on a motion made by _____, seconded by _____ with the following vote:

AYE: _____

NAY: _____

SAN SIMEON COMMUNITY SERVICES DISTRICT
WARRANT REPORT
 July 5 through August 1, 2001

<u>DATE</u>	<u>NUM</u>	<u>NAME</u>	<u>WARRANT #</u>	<u>MEMO</u>	<u>AMOUNT</u>
7/10/01	3318	SCHULTZ TRANSPORTATION	0107-002	MONTHLY CONTAINER RENTAL	\$85.60
7/10/01	3319	HUNT & ASSOCIATES	0107-003	ATTORNEY FEES	\$1,724.48
7/11/01	3320	MIKE RICE	0107-004	WEED ABATEMENT OF EASEMENTS	\$180.00
7/11/01	3321	MISSION COUNTRY DISPOSAL	0107-005	RUBBISH FOR JULY	\$205.19
7/11/01	3322	U.S.A. BLUE BOOK	0107-006	LONG HANDLED DIPPER	\$52.04
7/12/01	3323	PETTY CASH	0107-007	POSTAGE, BINDERS, FILE FOLDERS, ICE...	\$69.62
7/12/01	3324	CAROL BAILEY-WOOD	0107-008	MONTHLY BOARD SERVICE FOR JULY	\$75.00
7/12/01	3325	DAVID KIECH	0107-009	MONTHLY BOARD SERVICE FOR JULY	\$75.00
7/12/01	3326	ROBERT MCLAUGHLIN	0107-010	MONTHLY BOARD SERVICE FOR JULY	\$75.00
7/12/01	3327	LORAIN MIRABAL-BOUBION	0107-011	MONTHLY BOARD SERVICE FOR JULY	\$75.00
7/12/01	3328	ERIC SCHELL	0107-012	MONTHLY BOARD SERVICE FOR JULY	\$75.00
7/12/01	3329	MISSION UNIFORM SERVICE	0107-013	TOWELS & COVERALLS	\$110.40
7/12/01	3330	C.C.S.D.	0107-014	EFFLUENT COLIFORM MPN	\$200.00
7/16/01	3331	KIMBERLY ALLISON	0107-015	PAYROLL 7/1/01-7/15/01	\$490.12
7/16/01	3332	MICHAEL HASSETT	0107-016	PAYROLL 7/1/01-7/15/01	\$1,218.84
7/16/01	3333	RONALD HEAD	0107-017	PAYROLL 7/1/01-7/15/01	\$1,978.44
7/16/01	3334	HARRY BROWN TRAINING	0107-018	DISTRIBUTION CERTIFICATION CLASS	\$300.00
7/16/01	3335	MICHAEL HASSETT	0107-019	REIMBURSE MILEAGE TO SEMINAR	\$159.90
7/16/01	3336	PACIFIC BELL	0107-020	TELEPHONE	\$225.89
7/16/01	3337	VIKING OFFICE PRODUCTS	0107-021	TRASH BAGS, DISPENSER, CALC. RIBBON	\$65.97
7/16/01	3338	AL'S SEPTIC PUMP. SERVICE	0107-022	SLUDGE DISPOSAL	\$1,920.00
7/16/01	3339	FOUND. CROSS-CONNECTION	0107-023	MEMBERSHIP RENEWAL	\$100.00
7/16/01	3340	CAMBRIA HARDWARE	0107-024	PLUMBING SUPPLIES, STAKES, HOSE, BIT	\$235.07
7/18/01	3341	CRYSTAL SPRINGS WATER	0107-025	WATER DELIVERY	\$70.75
7/23/01	3342	PG&E	0107-026	ELECTRICITY	\$11,282.52
7/27/01	3343	WANDA JOBE	0107-027	SEC. DEP. REF. LESS FINAL BILL #1066	\$8.39
7/27/01	3344	JOANNA SATOU	0107-028	SEC. DEP. REF. LESS FINAL BILL #1140	\$43.02
7/27/01	3345	CELLULAR ONE	0107-029	CELL PHONE	\$32.28
7/27/01	3346	SAN LUIS POWERHOUSE	0107-030	QUARTERLY INSPECTION OF GENERATOR	\$341.08
7/27/01	3347	BASIC CHEMICAL SOLUTIONS	0107-031	SODIUM HYPOCHLORITE & BISULFITE	\$2,915.24
7/27/01	3348	JOHN WALLACE & ASSOC.	0107-032	DISTRICT ENGINEERING	\$4,251.62
7/27/01	3348	MAJOR PROJECTS	0107-032	LOOPLINE, RAILINGS, AIR PIPING	\$517.50
7/27/01	3349	A BETTER BEEP	0107-033	PAGER	\$32.45
7/30/01	3350	PUBLIC EMP. RET. SYSTEM	0107-034	HEALTH INSURANCE FOR AUGUST	\$626.57
7/30/01	3351	MID-STATE BANK	0107-035	GAS	\$199.35
7/30/01	3351	MID-STATE BANK	0107-035	OIL CHANGE	\$31.14
7/31/01	3352	KIMBERLY ALLISON	0107-036	PAYROLL 7/16/01-7/31/00	\$507.60
7/31/01	3353	MICHAEL HASSETT	0107-037	PAYROLL 7/16/01-7/31/00	\$1,224.85
7/31/01	3354	RONALD HEAD	0107-038	PAYROLL 7/16/01-7/31/00	\$1,804.73
8/1/01		TOTAL			\$33,585.65

San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452
(805) 927-4778 Fax (805) 927-0399

Board of Directors
Bob McLaughlin, Loraine Mirabal-Boubion, Eric Schell, David Kiech, Carol Bailey-Wood

MEMORANDUM

DATE: August 8, 2001

TO: Board of Directors

VIA: Mark Bloodgood, District Manager

FROM: John L. Wallace, District Engineer

SUBJECT: State Board Comments to Draft Water Recycling Study Report

RECOMMENDATIONS:

Staff recommends the Board;

Receive and review State Water Resources Control Board (State Board) comments to the draft report (copy attached), Staff's overview of revisions to the draft Report, and provide any comments to Staff prior to submission of the Final Report to the State Board for final review.

FUNDING:

Funding for 50 percent of the costs of this study is being provided by the State Water Resources Control Board, Office of Water Recycling. The total budgeted cost for this report was \$20,000.

DISCUSSION:

The draft Report was submitted to State Board in December 2000, along with a request to extend the completion schedule to August 11, 2001. This revised schedule was based on a one-month review period of the draft report by State Board, and ample time for Staff to prepare the final report. The State Board approved this schedule at their January 2001 Board meeting, but did not issue comments to the draft Report until July 19, 2001. In addition, as of this time, the State Board has not issued the contract addendum to formally extend this schedule to August 11, 2001 in accordance with the January 2001 State Board action to do so.

Staff has prepared the final report for submission to State Board, and will present an overview of the State Board's comments and responses to comments at this SSCSD Board meeting on August 11th. Comments at that time can be incorporated into the final report, and submitted to the State Board (by August 11, 2001) for final review and full reimbursement (50%) of the cost of preparation

Mark Bloodgood, General Manager/Sec.
Robert W. Schultz, District Counsel

Ron Head, Plant Superintendent

Kim Allison, Office Administrator
John L. Wallace, District Engineer

of this study. Although Staff expects the State Board to prepare another time extension addendum, it is in the SSCSD's best interest to file this final report prior to the August 11, 2001 deadline. Should the State Board concur with the final report, it will reimburse 50% of the total cost of the study up to the August 11, 2001 deadline, and this project will be complete. If State Board has additional comments to the final report, they will need to extend the contract deadline beyond August 11, 2001, and will issue reimbursement after their final review.

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Mark Bloodgood, General Manager/Sec.
Robert W. Schultz, District Counsel

Ron Head, Plant Superintendent

Kim Allison, Office Administrator
John L. Wallace, District Engineer

State Water Resources Control Board



Winston H. Hickox
Secretary for
Environmental
Protection

Division of Clean Water Programs

1001 I Street • Sacramento, California 95814 • (916) 341-5700 FAX (916) 341-5707
Mailing Address: P.O. Box 944212 • Sacramento, California • 94244-2120
Internet Address: <http://www.swrcb.ca.gov>

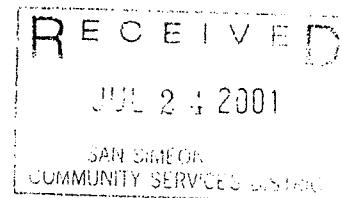


Gray Davis
Governor

The energy challenge facing California is real. Every Californian needs to take immediate action to reduce energy consumption. For a list of simple ways you can reduce demand and cut your energy costs, see our Web-site at www.swrcb.ca.gov.

JUL 19 2001

Mr. John Wallace
District Engineer
San Simeon Community Services District
111 Pico Avenue
San Simeon, CA 93452



Dear Mr. Wallace:

WATER RECYCLING FACILITIES PLANNING GRANT PROGRAM, SAN SIMEON
COMMUNITY SERVICES DISTRICT (DISTRICT), SAN SIMEON WATER RECLAMATION
PROJECT FACILITIES PLANNING STUDY, GRANT CONTRACT
NO. 8-835-550-0, COMMENTS ON DRAFT FACILITIES PLAN

We have reviewed the draft "San Simeon Community Services District Water Recycling Planning Study", dated January 2001. Our comments are provided below.

1. Chapter 1: The January 1998 Plan of Study included a USGS map of the Pico Creek Watershed including its boundaries. This diagram would be useful in Chapter 1 of the report.
2. Chapter 1: More detail on the hydrologic features of the Pico Creek watershed would be useful (i.e. size, vegetation, development projections, beneficial uses of surface waters, etc.). A better description of the groundwater basin would be useful (estimates of quantities extracted by all users, recharge, evapotranspiration, inflow and outflow, safe yield and overdraft).
3. Chapter 2: A better description of the limitations of the aquifer and reasons for building moritorium would be helpful. Are there other sources of water available to support growth?
4. Chapter 3: The description of the collection system and flow contributions from the Hearst Historical Monument is not clear. A diagram showing the location of the park and visitor center and the forcemain alignment relative to San Simeon Acres would be helpful. The report indicates that the State is entitled to 25 percent or 50,000 gallons per day (GPD) of the capacity of the San Simeon Wastewater Treatment Plant (SSWWTP) and that the Hearst Historical Monument currently contributes 12,000 GPD. Does the Historical Monument include both the park and the visitor center? This represents 25 percent of the State funded flow capacity. however, the report indicates this is 50 percent of the State funded storage capacity. Please clarify.
5. Chapter 3: A schematic of the existing SSWWTP and a description of how the facility handles seasonal variation in flow quantity and quality would be helpful.

California Environmental Protection Agency



Recycled Paper

6. Page 3-2: The report indicates the District's effluent meets secondary treatment standards for reuse. Clarify which standards they meet and how. What quantity of secondary treated wastewater is currently being recycled and how?
7. Page 3-5: Update status of Title 17 and Title 22 regulations.
8. Except for SAR, the data in Table 3-3 on page 3-7 is redundant with information in Table 3-4 on page 3-8. SAR data in Table 3-3 could be added to Table 3-4 and Table 3-3 eliminated.
9. Page 3-8: What is the basis for the statement that the recycled water is of fair to marginal quality for edible food crop irrigation? Please elaborate.
10. Page 6-6: In the first paragraph of Evaluation of Alternatives, it is stated that \$1,900 /AF in revenues from recycled water users is 90 percent of the potable water rate. The cost of potable water without capitol and depreciation expenses is \$1,700, and with capitol and depreciation is \$3,200 to \$4,000/AF. \$1,900/AF is not 90 percent of any of these numbers. Please clarify this calculation. How was it determined that the revenue from recycled water users would be \$1,900/AF and that this is the "break-even" cost for potable water? What is the actual water rate for customers?
11. Throughout Section 6.B, costs to deliver secondary recycled water is presented in units of \$/AF. It would be more clear to present it as \$/AFY or to otherwise clarify that they are annualized costs.
12. In the body of the discussion on Alternative 1-1, it was stated that demand from the Cavalier Motel was 2 AFY/acre and that there was 2 acres. This would yield 4 AFY of demand. However, in calculations of annualized cost for this alternative, the total project cost was divided by only 2 AFY. Using 4 AFY would cut the annualized costs of this alternative in half. The correct 4 AFY appears to have been used in the costs calculated for Alternative 1-2. Furthermore, in Chapter 4, Section A.1 the turf irrigation demand rate for a coastal community was determined to be 1.5 AFY/acre. This conflicts with the 2 AFY/acre used in Alternative 1-1 and 1-2. Please clarify.
13. In the discussion of Alternative 2-1 on page 6-7 it indicates that 14 acres will have a total demand of 19 AFY. This corresponds to a demand rate of 1.35 AFY/acre. This does not match up with the demand rates presented in Chapter 4 or in Alternates 1-1 and 1-2.
14. A brief explanation would be useful of how the 26 AFY of toilet flushing demand was calculated in Alternative 2-2.
15. The January 1998 Plan of Study listed in Item #1 the potential recycled water service areas that would be investigated. Of the areas discussed, agricultural irrigation in the upper watershed of Pico Creek, groundwater rechargeable areas of the upper reaches of the groundwater basin and groundwater injection to inhibit seawater intrusion were not discussed in the draft report.

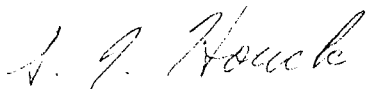
JUL 19 2001

16. Are any other water or wastewater agencies competing for user agreements or permission for reuse or groundwater injection at the Hearst Ranch property surrounding the District boundary?

Please incorporate the response to these comments in the final version of the master plan. We are currently processing an amendment to your grant contract which will extend the completion date to August 11, 2001. We will process your request for a 50 percent disbursement once the contract amendment has been executed.

If you have questions on these matters, please contact me at (916) 341-5693.

Sincerely,



Sandy Houck, Chief
Office of Water Recycling

cc Mr. Steve Tanaka
John L. Wallace and Associates
4115 Broad Street, Suite B-5
San Luis Obispo, CA 93401



AGREEMENT BETWEEN SAN SIMEON COMMUNITY SERVICES DISTRICT
AND ENGINEERING DEVELOPMENT ASSOCIATES FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 1st day of August 2001, by and between the SAN SIMEON COMMUNITY SERVICES, a community services district, hereinafter referred to as "SSCSD", and ENGINEERING DEVELOPMENT ASSOCIATES, INC., a California Corporation, hereinafter referred to as "EDA."

RECITALS

WHEREAS, Government Code Section 37103 authorizes SSCSD to engage specially trained and experienced persons or firms for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters; and

WHEREAS, SSCSD requires the services of EDA by providing special services and advice of a type authorized by Section 37103; and

WHEREAS, EDA is specially trained and possesses special skills, education, experience, and competency to perform the services and provide the advice needed; and

WHEREAS, SSCSD has chosen EDA to perform the work as required in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, SSCSD and EDA agree as follow:

1. The above recitals are true and correct.

2. Services To Be Provided By EDA.

(a) EDA shall act in a professional capacity to assist SSCSD. EDA's work shall conform to all applicable statutes, laws, regulations, and professional standards for such work.

(b) EDA shall serve as its General Manager, Chief Administrative Officer, Grants Administrator, and Chief Negotiator of the SSCSD. Its duties and responsibility shall include all matters set forth in SSCSD policy as defined and delineated by ordinance, resolution, minute order, job description, or other written policies adopted by the Board.

(c) EDA, in exercising its best professional judgment shall recommend policies and programs to the Board that it considers necessary to promote the best interests of the SSCSD.

(d) EDA shall provide, as requested by SSCSD, advice and recommendations concerning the administrative, operation, staffing and equipment needs of SSCSD.

(e) EDA shall perform other duties, for which it is qualified, as directed by the Board of Directors of SSCSD.

3. Performance of Services.

EDA shall determine the manner in which the services are to be performed and the specific hours to be worked in consultation with the Board of Directors of SSCSD. The parties agree that the SSCSD business is seasonal and that the hours may vary and are flexible. It is currently anticipated by the parties that EDA shall work twenty-five (25) hours per week for the first three (3) months. Thereafter, it is anticipated by the parties that EDA shall work an average of six (6) hours per week.

4. Compensation.

EDA shall be compensated for its services according to the attached rate schedule. In no event shall SSCSD be liable for paying more than Thirty-Nine Thousand One Hundred and Thirty Dollars (\$39,130.00) per year for EDA's services rendered per this Agreement. This amount shall not be exceeded without the prior written approval of the Board of Directors.

SSCSD will evaluate EDA's performance during the month of June, 2002, and annually thereafter. EDA shall be provided a copy of the evaluation and an opportunity to respond to it. If such an evaluation warrants, the SSCSD, may in its discretion increase or decrease the compensation and number of work hours per week as set forth in Section 3 and Section 4.

5. Payment of Additional Expenses

In addition to the compensation referenced in Section 4 of this Agreement, SSCSD agrees as follows:

SSCSD agrees to reimburse EDA for SSCSD related out-of-pocket expenses upon presentation of receipt.

SSCSD agrees to budget and to pay the professional dues and subscriptions of EDA necessary for its continuation and full participation in national, regional, state and local associations and organizations as deemed by SSCSD to be necessary and desirable for its continued professional participation, growth, and advancement, and for the good of SSCSD.

6. Term and Termination of Agreement.

Subject to the provisions of this Section, this Agreement shall remain in effect for a one (1) year period beginning August 1, 2001.

EDA serves SSCSD "at-will" and serves at the pleasure of the Board of Directors, pursuant to Government Code Section 61242. As such, SSCSD may terminate this Agreement at any time, with or without cause, with or without advance notice.

EDA may voluntarily resign its position with SSCSD before expiration of the term of this Agreement by giving SSCSD sixty (60) days prior written notice.

If any terminating event occurs, or upon request of the SSCSD, EDA shall assemble all SSCSD documents in EDA's possession and put them in order for proper filing and closing, and deliver said documents to SSCSD.

7. Changes in Scope of Work.

The parties hereto may extend and/or modify the terms of this Agreement by mutual written consent.

8. Indemnification.

During all phases of this agreement, EDA agrees to indemnify and save harmless SSCSD, its officers, agents, and employees from any and all claims, demands, losses, or expenses including attorney fees which the SSCSD, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or connected with EDA's alleged negligent acts or omissions under the terms of this Agreement, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of SSCSD, its officers, agents, or employees.

9. Insurance Requirements

(a) Without limiting EDA's responsibility to defend and indemnify SSCSD, it is agreed that EDA shall maintain in full force and effect, at all times during the performance of this Agreement, the following policy or policies of insurance covering its operations:

(1) Comprehensive General Liability, including contractual liability, business automobile liability, broad form property damage, and products and completed operations, all of which shall include coverage for both bodily injury and property damage, with a combined single limit of one million dollars (\$1,000,000) per occurrence. EDA's comprehensive general liability insurance policy shall contain the following clauses:

- a) "SSCSD" is named as an additional insured as respects operations of the named insured performed under contract with the SSCSD."
- b) "It is agreed that any insurance maintained by the SSCSD shall apply in excess of, and not contribute with insurance provided by this policy."

(2) Workers' Compensation coverage at statutory limits.

(b) All insurance policies required by this section shall not be canceled, limited or non-renewed without first giving thirty (30) days written notice to the SSCSD. Additionally, the policy shall specifically contain the following clause:

"This insurance shall not be canceled until after thirty (30) days written notice has been given to the SSCSD."

c) Certificates of insurance evidencing the coverages required by the clauses set forth above shall be filed with SSCSD prior to the effective date of this Agreement. This is a condition precedent to the formation of any obligation by SSCSD to compensate EDA under this Agreement.

(d) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of section 2782 of the California Civil Code.

10. Ownership Of Documents

All plans, studies, sketches, drawings, reports, and specifications as herein required are the property of the SSCSD, whether the work for which they are made be executed or not. In the event this Agreement is terminated, and at the end of the term of this Agreement, all such plans, studies, sketches, drawings, reports, and specifications shall be delivered immediately to the SSCSD. EDA may retain one (1) copy of each document for its records, but shall have no proprietary rights to them.

11. Status Of EDA

(a) EDA shall perform the services provided for herein in EDA's own way as an independent contractor and in pursuit of EDA's independent calling. EDA is not to be considered an employee of the SSCSD, nor shall any employees of EDA be considered employees of the SSCSD, for any purpose. EDA shall be under the direction and control of SSCSD Board only as to the results to be accomplished. EDA shall be free to pursue its calling excepting only to the extent contained in this Agreement and not in conflict with same.

(b) Conflicts of Interest. The parties understand and agree that EDA is a for-profit corporation which is in the business of providing engineering and related real property consulting services to a diverse and numerous clientele. Some of EDA's past and/or present clients may at some time have potential or pending matters before the SSCSD which would require some form of approval from the SSCSD (hereafter individually and/or collectively referred to as "EDA's Clients"). It is also possible that some of EDA's Clients might proceed in processing their matters before the SSCSD without the knowledge or consent of EDA.

(1) Potential Conflicts. While EDA is performing services under this Agreement it will necessarily have a potential conflict of interest with respect to the relationship between the SSCSD and EDA's Clients. For example, EDA has and/or will obtain confidential information which, if disclosed, could be detrimental to the interests of the SSCSD and/or EDA's Clients. It is also certainly possible that the interests of the SSCSD and EDA's Clients may or will differ from each other. For those reasons it is agreed that:

A. Non-disclosure of Confidential Information. EDA shall not disclose any confidential information of EDA's Clients to the SSCSD or of the SSCSD to EDA's Clients; and

B. Waiver of Potential Conflicts. In reliance upon the representations made in this Agreement by EDA, the SSCSD hereby waives any potential conflict which EDA may have hereunder.

(2) Actual Conflicts. It is always possible that a potential conflict of interest may become an actual conflict of interest, such that the interests of the SSCSD would be contrary to the interests of an EDA Client. An actual conflict of interest is not waived by the SSCSD and shall constitute a breach of this Agreement by EDA. For purposes of this Agreement, an actual conflict of interest is defined as the representation by EDA of a client who has a matter pending before the SSCSD which requires approval(s) by the SSCSD and in which EDA is actively consulting with their

client and/or providing other professional services directly or indirectly relating to the matter(s) for which approval(s) are being sought or for which it is contemplated that approvals will be sought in the future.

(3) Required Disclosures. EDA shall not be required to disclose potential conflicts of interest to the SSCSD. However, in the event that a potential conflict reasonably appears to be developing into an actual conflict of interest then EDA shall disclose the same to the Board of the SSCSD forthwith. The Board shall have the right under this Agreement to direct EDA to sever its relationship with its client so as to avoid the actual conflict, or the Board may in its discretion waive the actual conflict.

12. Assignment And Subcontracting.

(a) EDA is being retained due to its special qualifications to perform services as described herein. Therefore, EDA shall not assign this Agreement, any part thereof, or any compensation due thereunder without the written consent of the SSCSD.

(b) All terms, conditions, and provisions hereof shall inure to and bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

13. Agreement Contains All Understandings.

(a) This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between SSCSD and EDA and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both SSCSD and EDA. The body of this Agreement shall supersede any discrepancy that may exist with respect to any attached exhibits or documents incorporated by reference.

(b) No oral agreement or representation by any officer, agent, or employee of either party made during or after the execution of this Agreement shall become a part of this Agreement except to the extent such oral agreement or representation is expressly reflected in this written Agreement or a written amendment to this Agreement.

14. Disputes.

If a dispute should arise regarding the performance of this Agreement or compensation for work performed under this Agreement, the parties hereby agree to make good faith and reasonable attempts to settle the dispute through subsequent agreement between EDA's principal and SSCSD. In the event that a dispute continues, EDA is required to continue performing under this Agreement pending resolution of the dispute. Nothing in this procedure shall prohibit the parties from seeking remedies available to them at law after they have made a good faith and reasonable attempt to resolve the dispute pursuant to the provisions of this section. In the event of litigation arising out of the interpretation and/or the performance of the obligations of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees and other litigation expenses.

15. Nonexclusivity.

It is understood and agreed that EDA will be engaged in the practice of providing consulting services to other clients and may continue such practice during the period of this Agreement.

16 Interpretation.

The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

17. Professional Skill.

It is further mutually understood and agreed by and between the parties hereto that EDA is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement, and that SSCSD, not being skilled in such matters, relies upon the skill of EDA to do and perform its work in the most skillful manner in accordance with generally accepted professional practice and EDA agrees to thus perform its work, and the acceptance of its work by the SSCSD shall not operate as a release of EDA from said Agreement.

18. Notices.

All notices shall be in writing and given either by personal service or delivery by the United States Postal Service, or its successor, postage prepaid by registered or certified mail to the specifically named person(s) or the holder(s) of a designated position. Notices shall become effective insofar as service is concerned on the date of personal service and five days following postmark from the United States Postal Service. Notices/communications between the parties to this Agreement may be sent to the last known address of a party which is now as follows:

SSCSD: SAN SIMEON COMMUNITY SERVICE
 111 Pico Ave.
 San Simeon, CA 93452
 (805) 927-4778

EDA: ENGINEERING DEVELOPMENT ASSOCIATES
 1320 Nipomo Street
 San Luis Obispo, CA 93401
 (805) 549-8658

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

SAN SIMEON COMMUNITY
SERVICES DISTRICT

EDA

By: Carol Bailey Wood
Carol Bailey Wood, Chairperson

By: Mark A. Bloodgood
Mark A. Bloodgood
Principal/CEO

rws/sscsd.Agt.EDA

SAN SIMEON COMMUNITY SERVICES DISTRICT

SUPERINTENDENT'S REPORT FOR JULY 2001

FLOW COMPARISON - Water				
JLY 2001 4,300,000 gallons	YTD 2001 19,188,000 gallons	MONTHLY USAGE COMPARISON:	19% decrease	
		ANNUAL USAGE COMPARISON:	6% increase	
JLY 2000 3,626,000 gallons	YTD 2000 20,483,000 gallons	GROSS WATER PRODUCTION:	3,556,000 gallons	
		NET WATER PRODUCTION:	3,179,269 gallons	
		MONTHLY RECOVERY RATE:	89%	
RAINFALL				
JLY 2001 0.00 inches	01-02 YTD 0.00 inches	MONTHLY COMPARISON:	0.00 CONSTANT	
		ANNUAL COMPARISON:	0.00 CONSTANT	
JLY 2000 0.00 inches	00-01 YTD 0.00 inches			
WELL DEPTH COMPARISON				
JLY 2001 12.3 feet	JUN 2001 11.2 feet	JLY 2000 10.80 feet	MONTHLY COMPARISON:	1.1 feet lower
			ANNUAL COMPARISON:	1.5 feet lower
CHLORIDE COMPARISON				
JLY 2001 40 mg/l	JUN 2001 40 mg/l	JLY 2000 46 mg/l	MONTHLY COMPARISON:	CONSTANT
			ANNUAL COMPARISON:	SLIGHTLY LOWER
FLOW COMPARISON - District Wastewater Treated				
JLY 2001 3,079,700 gallons	YTD 2001 16,092,250 gallons	MONTHLY USAGE COMPARISON:	3% increase	
		ANNUAL USAGE COMPARISON:	9% decrease	
JLY 2000 2,997,850 gallons	YTD 2000 17,663,060 gallons			
FLOW COMPARISON - State Wastewater Treated				
JLY 2001 487,316 gallons	YTD 2001 2,333,747 gallons	MONTHLY USAGE COMPARISON:	0% decrease	
		ANNUAL USAGE COMPARISON:	10% increase	
JLY 2000 489,146 gallons	YTD 2000 2,607,244 gallons			
DISCHARGE REQUIREMENTS				
EFFLUENT BOD:	mg/l	EFFLUENT SUSPENDED SOLIDS:	mg/l	
INFLUENT BOD:	mg/l	INFLUENT SUSPENDED SOLIDS:	mf/l	
BIOSOLIDS DISPOSAL				
JULY:	30000 gallons	YTD:	140000 gallons	

San Simeon Community Services District



111 Pico Avenue, San Simeon, California 93452
(805) 927-4778 Fax (805) 927-0399

Board of Directors
Bob McLaughlin, Loraine Mirabal-Boubion, Eric Schell, David Kiech, Carol Bailey-Wood

MEMORANDUM

DATE: August 8, 2001
TO: Board of Directors
FROM: Mark A. Bloodgood, District Manager
SUBJECT: General Manager's Report

1. **The 1991 Chevy Truck-** The blue truck has been hauled away.
2. **Independent Audit for the Year Ended June 30, 2001 -** The Accounting firm of Crosby & Andrich started the audit this past Monday. We can expect a draft report of the Auditor's Report and Management Advisory comments before next September's meeting and a presentation and discussion of those results at our October meeting.
3. **Compensation Package for Employees -** We have already contacted PERS and received a package on the health benefits via overnight delivery from them today. We have left a message for the actuary who will be calling us back to discuss the retirement program. As you know this item was moved to the September 12th meeting as directed by the board during the July 30th Special Meeting.
4. **Reminder:** the Brown Acting Training Meeting scheduled for August 22nd at 4:30 PM.
5. **Needs Assessment Program -** We have already started the process of interviewing Board, Staff and Community members.
6. **Internal Controls Program -** We are reviewing all the operating procedures and have already taken certain actions :
 - a) The Locks have been changed at the District Office
 - b) A sign posting the office hours is being made
 - c) Kim has checked into call forwarding and EDA is looking into setting up a dedicated phone line at our San Luis Obispo office.

Mark Bloodgood, General Manager/Sec.
Robert W. Schultz, District Counsel

Kim Allison, Office Administrator
John L. Wallace, District Engineer

Ron Head, Plant Superintendent

7. **Form 700 Statement of Economic Interest** - We are passing out these forms for the Board members and Mr. Wallace and EDA. We need to get these completed forms back in the District Office by August 25, 2001 and submitted to the County by August 31, 2001.

8. **The SDRMA (Special District Risk Management Authority) Safety / Management Issues** - The railings were delivered late last week.

Mark Bloodgood, General Manager/Sec.
Robert W. Schultz, District Counsel

Ron Head, Plant Superintendent

Kim Allison, Office Administrator
John L. Wallace, District Engineer



California Regional Water Quality Control Board

Central Coast Region

Winston H. Hickox
Secretary for
Environmental
Protection

Internet Address: <http://www.swrcb.ca.gov/~rwqcb3>
81 Higuera Street, Suite 200, San Luis Obispo, California 93401-5427
Phone (805) 549-3147 • FAX (805) 543-0397



Gray Davis
Governor

August 6, 2001

Mark Bloodgood, General Manager
EDA
PO Box 1829
San Luis Obispo, CA 93406

Dear Mr. Bloodgood:

PERSISTENT ODORS AND OVERALL PLANT CONDITION - SAN SIMEON COMMUNITY TREATMENT PLANT, SAN LUIS OBISPO COUNTY

After receipt of a petition and letter of complaint about persistent odors, Regional Board staff visited the San Simeon Treatment plant on July 31, 2001. On this visit, staff member Scott Phillips met with a group of concerned neighbors, business owners, and local officials wishing to take steps to improve the air quality in and around the plant. The strongest odors were coming from the equalization tank, which is used to reduce extreme flow variations through the plant. Such variability is often encountered in tourist-based communities with large seasonal and weekly population variations. The unusual aspect of the San Simeon treatment plant is the close proximity of residential dwellings and businesses which are clearly affected by the treatment plant's odors. Though it is not unusual for a facility of this nature to produce unpleasant odors, the Regional Board does regulate odor and nuisance issues.

"Nuisance" is defined in the California Water Code as anything which meets all of the following criteria:

- (1) Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- (2) Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- (3) Occurs during, or as a result of, the treatment or disposal of wastes.

By this definition, the San Simeon treatment plant, due to its location and configuration, is clearly causing a nuisance. Steps must immediately be taken to address this problem and bring the odors under control. Several options, both temporary and long-term, have already been discussed. The most immediately available option (and one discussed at previous public meetings) appears to be the installation of a temporary cover and air scrubber system for the equalization basin, while plans are completed to convert the basin to a treatment process.

In addition to the odor problems, this treatment plant will soon be facing some large decisions regarding the upcoming permit renewal. The plant is reaching its functional capacity with its present configuration, leaving no leeway for operation breakdowns or plant upsets. Signs of age are evident in the eroding concrete and rusting pipes and machinery. Maintenance and equipment storage facilities appear overloaded. In light of new regulations since the last permit renewal, the liability of potential mandatory minimum penalties and costly breakdowns should now be a serious consideration for the community of San Simeon.

California Environmental Protection Agency



Recycled Paper

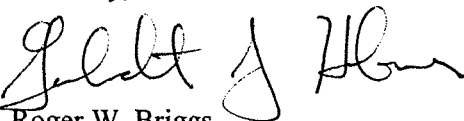
Please submit a report to this office by **October 1, 2001** detailing the following:

1. All measures that will be taken to address the odors problems at this facility. This plan must include a time schedule and an expected budget that will be adhered to throughout modification process.
2. A logistic and cursory economic assessment of any modernization of the treatment plant needed to assure compliance with applicable regulations throughout the next permit cycle. This assessment shall consider all aspects of section 21 of the Standard Provisions included with your last Order (also attached), as well as Senate Bill 709 and 2165 (summary attached) which were enacted since the last permit renewal.

To avoid undue financial burden on the District, feel free to refer to any past reports and studies which could be applied to these issues.

This report is requested according to Section 13267 of the California Water Code. If you have any questions about this letter, please call Scott Phillips at (805) 549-3550 or Gerhardt Hubner at (805) 542-4647.

Sincerely,

for: 
 Roger W. Briggs
 Executive Officer

Attachments

S:\WB\Coastal Watershed\Staff\Scott-San Simeon\sansimeonodor2.ltr.doc

Cc:

Ron Head
 San Simeon Community Services District
 Route 1, Box S-17
 San Simeon, CA 93452

Terry Lambeth
 San Simeon Chamber of Commerce
 250 San Simeon Ave. Suite 3-A
 San Simeon. CA 93452

Carol Baily Wood, Chair
 San Simeon Community Services District
 111 Pico Ave
 San Simeon, CA 93452

Senator Jack O'Connell
 1260 Chorro St. Suite A
 San Luis Obispo, CA 93401



Winston Hickox
Secretary for
Environmental
Protection

California Regional Water Quality Control Board Central Coast Region

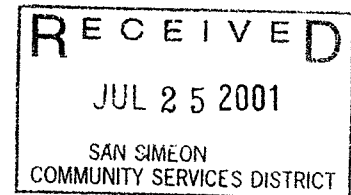
Internet Address: <http://www.swrcb.ca.gov/~rwqcb3>
81 Higuera Street, Suite 200, San Luis Obispo, California 93401-5427
Phone (805) 549-3147 • FAX (805) 543-0397



Gray Davis
Governor

July 24, 2001

Terry Lambeth
San Simeon Chamber of Commerce
250 San Simeon Ave. Suite 3-A
San Simeon, CA 93452



Dear Mr. Lambeth:

LETTER AND PETITION FROM THE SAN SIMEON CHAMBER OF COMMERCE REGARDING ODOR COMPLAINTS - SAN SIMEON COMMUNITY TREATMENT PLANT, SAN LUIS OBISPO COUNTY

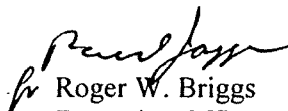
Thank you for your June 28, 2001 letter, which relays concerns the Board of Directors, and several community members have regarding odors from the San Simeon wastewater treatment plant. Though our agency is primarily focused on the quality of waters leaving this facility, we also regulate relevant odor nuisance issues. In direct response to these concerns staff plans to inspect the facility during the week of July 30, 2001, at which time any odors observed will be noted. You are also encouraged to accompany staff during this inspection. Please let us know if you are interested.

Please be aware that the San Simeon permit is currently scheduled for renewal in 2002. We plan to ask the San Simeon Community Service District (CSD) to address odor issues as part of this permit renewal. We are also carbon copying the General Manager of the San Simeon CSD making them aware that this agency has been notified.

We have added your name to our Interested Parties List. Constructive comments or suggestions will be welcomed during the public review period that leads up to the Board hearing on this item.

If you have any questions about this letter, please call Scott Phillips at (805) 549-3550 or Gerhard Hubner at (805) 542-4647.

Sincerely,


Roger W. Briggs
Executive Officer

Cc:

Forrest Warren, General Manager
San Simeon Community Services District
Route 1, Box S-17
San Simeon, CA 93452

Tom Howard
SWRCB-Executive Office
P.O. Box 100
Sacramento, CA 95812-0100

S:\wb\coastalwatershed\staff\scott\sansimeon\sansimeonodor.ltr

California Environmental Protection Agency



Recycled Paper



June 28, 2001

REGISTERED MAIL

California State Water Control Board, Central Coast Region
81 Higuera Street Ste. 200
San Luis Obispo, CA. 93401-5427

Dear Board Members:

SUBJECT: PROLONGED ODORS SAN SIMEON TREATMENT PLANT

I am writing you, at the request of the Board of Directors, to express our concerns for the lack of a resolution to the odors emanating from the San Simeon Community Services District Treatment Plant. Our members' businesses and the entire community are being negatively impacted by the continuing odors.

While this is not a new item, its resolution continues to be neglected. Complaints dating back to 1972 have resulted in no corrective actions being taken. The accompanying petition, delivered almost two years ago, has likewise, produced no results. Please note that the petition represents virtually all of the neighboring property owners. We have tried to gain the support of our locally elected officials in resolving this problem but again to no avail.

Surely, no other entity would be allowed to continue to operate an open 100,000 gal septic tank in this or other communities. It's continued neglect is causing financial losses to business operators, real estate owners and inconvenience to neighboring occupants. Neighbors are expressing concerns about the health consequences of such a practice and wish immediate help.

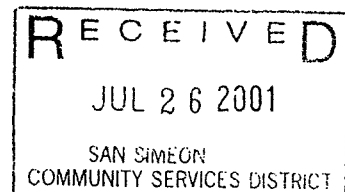
I am forwarding this communication to other agencies, with oversight responsibilities to ensure that we have notified the proper authorities in regard to this continuing problem with the hope they will act.

Sincerely,

Terry Lambeth
President

Enclosure (1)

- cc: San Luis Obispo County Air Pollution Control Board
- San Luis Obispo County Health Department
- The Honorable Jack O'Connell, California State Senator
- The Honorable Abel Maldonado, California Assemblymen
- State Water Resources Control Board
- San Luis Obispo Grand Jury



ber 9, 1999

CENTRAL COAST REGIONAL
WATER QUALITY CONTROL BOARD

01 JUL -2 PM 2:23

SAN LUIS OBISPO, CA 93401

RE: Prolonged odor from the San Simeon Community
Services District's Treatment Plant

San Luis Obispo County Air Pollution Control Board
3433 Roberto Court
San Luis Obispo, CA 93401

Dear Sir or Madam:

We the below listed signatories wish to communicate the following:

We believe that you are presently investigating an odor complaint emanating from the Treatment Plant of the San Simeon Community Services District.

We do not want this complaint to be considered isolated, of short duration, of insignificant impact on the surrounding businesses and residence, or in any other way trivialized.

We believe, based upon our experience and reputable engineering reports, including, Kennedy/Jenks November 1994, that our major problem is coming from an uncovered and under-aerated equalization tank. The impact of the odors are exacerbated by the volume of flow, temperature, wind direction and speed, etc. The tank is of poor design with inadequate air distribution controls and diffusers, leaking airlines, excessive inlet drops and unmanageable re-circulation capabilities to the headworks.

We believe that reasonable mitigating measures exist to greatly reduce this problem, including: covers, scrubbers, improve diffusers, repairs to leaking PVC airlines, etc.

After protracted and numerous attempts with the Services District to seek any mediating measures, all to no avail, we believe that our next reasonable recourse is to seek your help. We are therefore, requesting your intervention in resolving this long-standing problem

Respectfully,

Signature Attached

cc: California State Water Control Board, Central Coast Regional
San Luis Obispo County Health Department

RECEIVED
JUL 26 2001
SAN SIMEON
COMMUNITY SERVICES DISTRICT