

CALIFORNIA COASTAL COMMISSION

CENTRAL COAST DISTRICT OFFICE
725 FRONT STREET, SUITE 300
SANTA CRUZ, CA 95060
PHONE: (831) 427-4863
FAX: (831) 427-4877
WEB: WWW.COASTAL.CA.GOV



W21c

3-15-2114 (SAN SIMEON WWTP ATF DEVELOPMENT)

FEBRUARY 7, 2018 HEARING

EXHIBITS

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3-15-2114 (San Simeon WWTP ATF Development)

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Project Location



Project Location



Project Location



Project Site Photos - 1972



**San Simeon
WWTP**

Highway 1

Project Site Photos - 1979



Project Site Photos - 1989



Project Site Photos – 2002



Project Site Photos - 2008



Project Site Photos - 2013



Project Site Photos



Project Site Photos



(looking south)

Project Site Photos



(looking south)

Project Site Photos



(looking north)

Project Site Photos



(looking east from beach towards pipe support structure)

Project Site Photos

Trail on
North Side
of Creek

Replaced Pipe
Support Structure

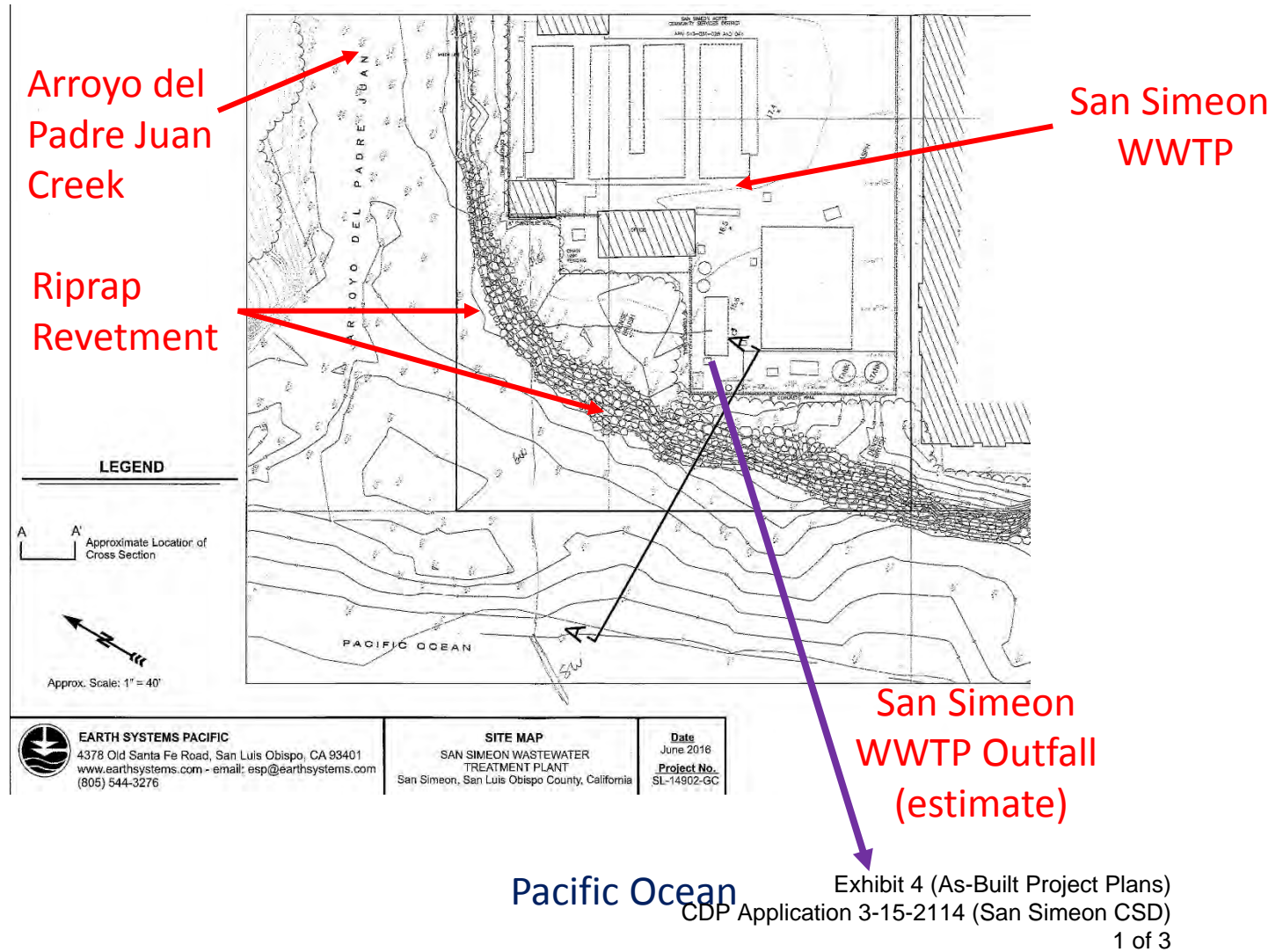


Arroyo del Padre Juan Creek

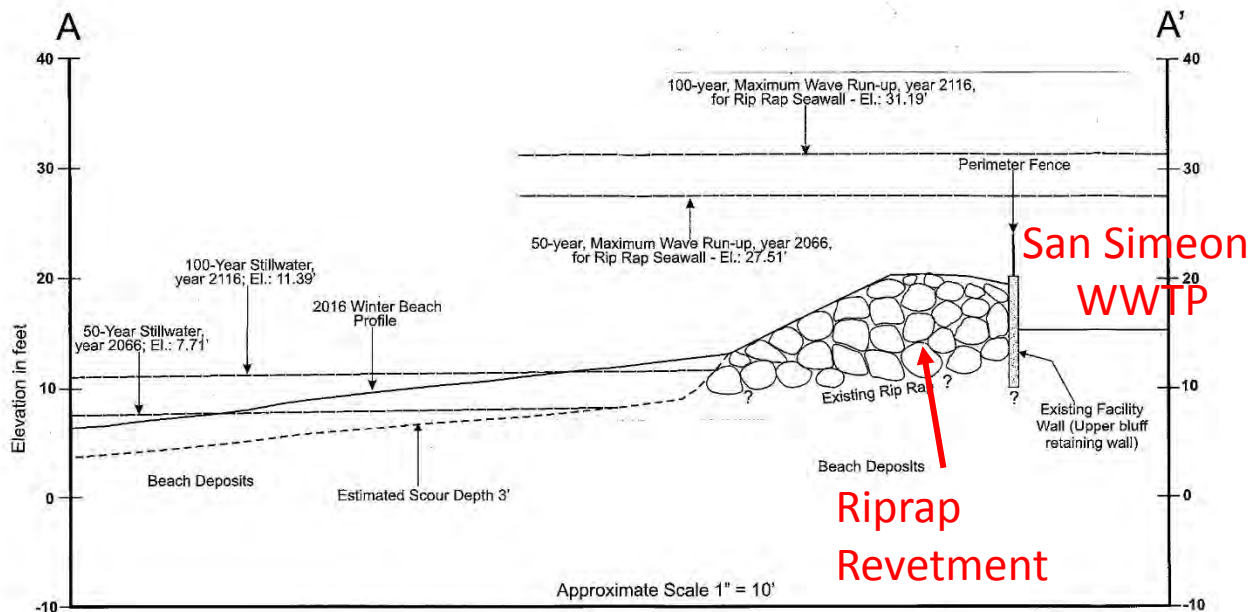
08/24/2012 19:27

(looking northeast towards adjacent Cavalier Hotel property)

As-Built Project Plans (Riprap Revetment and Outfall – WWTP)



Project Plans (Riprap Revetment – WWTP)



EARTH SYSTEMS PACIFIC

4378 Old Santa Fe Road, San Luis Obispo, CA 93401
 www.earthsystems.com - email: esp@earthsystems.com
 (805) 544-3276

100-YEAR & 50-YEAR MAXIMUM WAVE RUN-UP FOR RIP RAP SEAWALL

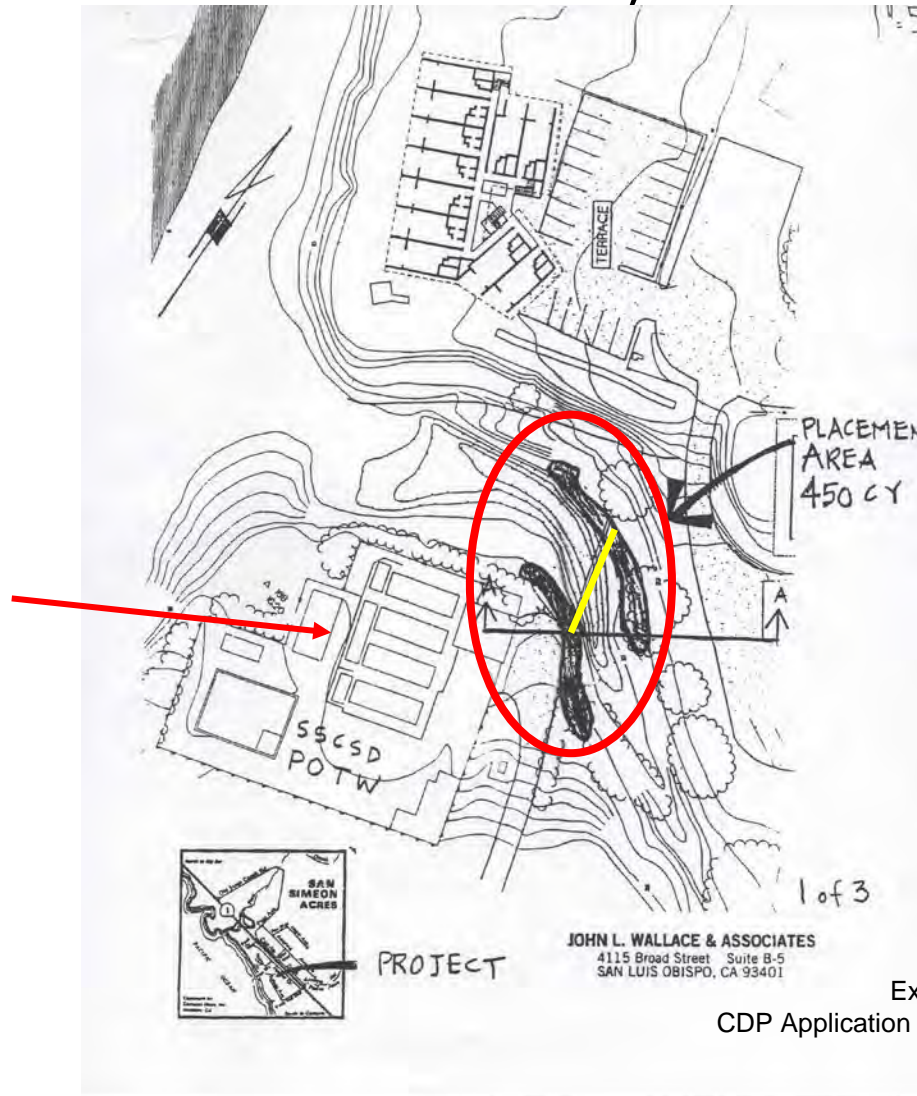
SAN SIMEON WASTEWATER
 TREATMENT PLANT
 San Simeon, San Luis Obispo County, California

Date
 June 2016

Project No.
 SL-14902-GC

Project Plans (Riprap Revetment and Pipe Support Structure – Creek)

San Simeon
WWTP



Pipe Support
Structure and
Creek Riprap

The map displays the San Simeon Village Reserve Line (VRL) and its surrounding areas. Key features include:

- Coastal Zone:** Labeled in blue text, indicating the coastal planning area.
- Flood Hazard Zone:** Indicated by a yellow star and red arrows, showing areas with flood hazards.
- SSCSD Wastewater Treatment Plant:** Labeled in large black text, showing the location of the wastewater treatment plant.
- Arroyo del Padre Juan Creek:** Labeled in large black text, showing the location of the creek.
- San Simeon VRL:** Labeled in black text, indicating the Village Reserve Line.
- Designations:** Various colored and patterned areas represent different designations, such as Flood Hazard (yellow), Coastal Zone (blue), and San Simeon Village Reserve Line (black line).
- Legend:** A detailed legend on the right side of the map explains the symbols and colors used, including Coastal Zone Boundary, Flood Hazard, San Simeon Village Reserve Line, and various public facilities.
- Scale:** A scale bar at the top right indicates distances in feet (0, 250, 500, 1,000).
- County of San Luis Obispo:** The map is titled "COUNTY OF SAN LUIS OBISPO" and "DEPARTMENT OF PLANNING & BUILDING".
- Map Title:** The map is titled "SAN SIMEON VILLAGE RESERVE LINE COMBINING DESIGNATIONS MAP".
- Legend:** The legend includes symbols for Coastal Zone Boundary, Flood Hazard, San Simeon Village Reserve Line, and various public facilities.
- Scale:** A scale bar at the top right indicates distances in feet (0, 250, 500, 1,000).
- County of San Luis Obispo:** The map is titled "COUNTY OF SAN LUIS OBISPO" and "DEPARTMENT OF PLANNING & BUILDING".
- Map Title:** The map is titled "SAN SIMEON VILLAGE RESERVE LINE COMBINING DESIGNATIONS MAP".

1 of 1

RECORDATION REQUESTED BY AND MAIL TO:

091734 6' 800000.00CARTE

SOUTH CENTRAL COAST REGIONAL COMMISSION
1224 Coast Village Circle, Suite 36
Santa Barbara, CA 93108

DOC. NO. 14483
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL

APR 6 1979

WILLIAM E. ZIMARIK
COUNTY RECORDER

DEED RESTRICTION

TIME 1:00 PM

I. WHEREAS, the San Simeon Acres Community Services District are the record owner of real property located at the north end of Balboa Avenue extension, San Simeon and more specifically described in Exhibit A, which is attached hereto and incorporated by reference; and

II. WHEREAS, the South Central Coast Regional Commission is acting on behalf of the People of the State of California; and

III. WHEREAS, the People of the State of California have a legal interest in the lands seaward of the mean high tide line; and

IV. WHEREAS, pursuant to the California Coastal Act of 1976, the Owner applied to the Commission for a coastal development permit for a development on the real property described above; and

V. WHEREAS, a Coastal Development Permit No. 199-09 was granted on March 9, 1979 by the Commission in accordance with the Staff Recommendation on the permit application, which is attached hereto as Exhibit B and incorporated by reference, and subject to the following condition: Prior to the issuance of a coastal development permit, the

applicant shall submit to the Executive Director for his review and approval a document such as a deed restriction to be recorded as a covenant running with the land which shall be prior to all encumbrances except for tax liens and existing encumbrances of record for purposes of financing. The deed restriction shall bind the applicant and any successors in interest to allow the public to use that portion of the beach from the mean high tide to the toe of the bluff.

EX-145 92

1 VI. WHEREAS, the real property described above is located between the
2 first public road and the shoreline; and

3 VII. WHEREAS, under the policies of Section 30210 through 30212 of
4 the California Coastal Act of 1976, public access to the shoreline and along
5 the coast is to be maximized and in all new development projects located be-
6 tween the first public road and the shoreline provided; and

7 VIII. WHEREAS, the Commission found that but for the imposition of the
8 above condition the proposed development could not be found consistent with the
9 public access provisions of Section 30210 through 30212 and that a permit
10 could not therefore have been granted.

11 NOW, THEREFORE, in consideration of the granting of Permit No. 199-09
12 to the Owner by the Commission, the San Simeon Services District hereby
13 irrevocably agrees that there be, and hereby is, created the following
14 restriction on the use and enjoyment of said property, to be attached
15 to and become a part of the deed to the property: An easement for public access
16 and recreational use running along the mean high tide line on the
17 beach, as it may vary from time to time, and extending to the toe of
18 the bluff. The easement shall be free of all prior liens and encumbrances,
19 except tax liens or existing encumbrances of record for purposes of
20 financing the subject property.

21 Said deed restriction shall remain in full force and effect during
22 the period that said permit, or any modification or amendment thereof,
23 remains effective, and during the period that the development authorized by
24 said permit, or any modification of said development, remains in existence
25 in or upon any part of, and thereby confers benefit upon, the real property
26 described herein, and to that extent, said deed restriction is hereby
27 deemed and agreed by Owners to be a covenant running with the land, and
28 shall bind Owner and all their assigns or successors in interest.
29

NO. 2145 FEB 93

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DATED April 3, 1979
SIGNED: Lonnie Price
Director, San Simeon Acres Community Services District

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On April 3, 1979, before the undersigned, a Notary Public
in and for said State personally appeared Lonnie Price
_____, known to me to be the person(s) whose names are
subscribed to the within instrument, and acknowledged that they executed
the same.

Paul R. Head

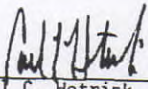
Notary Public in and for said County and State



LVCL2145 PAGE 94

1 This is to certify that the deed restriction set forth above, dated
2 April 3, 19 79 , and signed by Lonnie Price
3 owner(s), is hereby acknowledged by the undersigned officer on
4 behalf of the South Central Coast Regional Commission pursuant to authority
5 conferred by the Commission when it granted permit No. 199-09 on March 9, 1979
6 and that the Commission consents to recordation thereof of its
7 duly authorized officer.

8 DATED: April 4, 1979

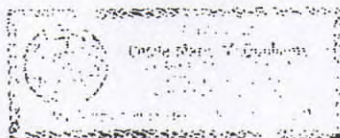
9
10 
11 Carl C. Hetrick
12 Executive Director
13 South Central Coast Regional Commission

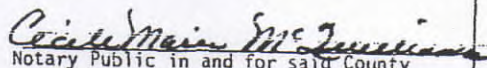
13 STATE OF CALIFORNIA

14 COUNTY OF Santa Barbara

15 On April 4, 1979 , before the undersigned, a Notary
16 Public in and for said State, personally appeared Carl C. Hetrick known to
17 me to be the Executive Director of the South Central Coast Regional
18 Commission and known to me to be the person who executed the within
19 instrument on behalf of said Commission acknowledged to me to be same.

20 Witness my hand and official seal.



23 
24 Notary Public in and for said County
25 and State

26
27
28
29
EXCL 2145 -AGE 95

- 1) County Assessor Parcel Number 13-036-43 and 63
- 2) Portion of that parcel of property shown on a Map of Survey of parcels of land in a portion of the Arbuckle Tract, being in Lot A of Rancho San Simeon, filed in Book 6, page 49 of records of Surveys in the County Recorder's Office, San Luis Obispo County, California, more particularly described as follows:

Commencing at a point which lies on the prolongation of the westerly property line of San Simeon Avenue, South 25°30' East, 158.94 feet from the intersection of the westerly and southerly property lines of San Simeon Avenue, from which point the southwest corner of that parcel of property, as above described, bears the following two consecutive courses and distances: first South 64°30' West, 200 feet thence second South 25°30' East, 1024.02 feet to a point shown on the above mentioned map as being point D.N.2 and marked with a 3/4" I.P., thence from the above referenced point of commencement South 64°30' West along the southeasterly line of the J. A. and E. M. Wilbert property, 200 feet to the Pacific Ocean, thence, North 25°30' West, 50 feet, thence North 64°30' East, 200 feet; thence South 64°09'35" East, 32.02 feet; thence South 25°30' East, 34.07 feet to the southerly line of the said J. A. and E. M. Wilbert property, thence South 88°54' west along the southerly boundary of said J. A. and E. M. Wilbert property 21.96 feet to the point of beginning.

Exhibit A

EXHIBIT 2145 PAGE 96

199-09

SAN SIMEON ACRES COMMUNITY, P.O. Box S-5, San Simeon, CA.93452

LOCATION: North end of the Balboa Ave. extension, San Simeon Acres, Co. of San Luis Obispo (APN 13-036-43+63).

PROJECT: Construction of a 30' x 40' 100,000 gallon flow balancing tank at District's wastewater facility. The tank is 14 feet high, but only 6" above grade.

Lot size:

@1 acre

NOTE: The project is intended to equalize flows such that the peak flows resultant from the visitor serving population can be integrated into the system and not overburden the sewer facility. The result will be a far superior quality of non-polluting effluent. The proposed flow balancing tank will not increase the current design capacity of the 150,000 gallon per day waste water treatment plant.

The plant is located on a bluff lot contiguous with a wide sandy beach. Consequently, the geologic stability and public access policies of the Coastal Act apply (PRC 30210-30212, and 30253 d). Lateral access is appropriate in the form of a deed restriction assuring the continued provision of public access. Vertical access does not appear appropriate in that just to the south is an offer to dedicate record for a vertical accessway, (Stinson). In order to assure that the siting of the holding tank is appropriate to assure geologic stability, condition #4 is required.

This project, as conditioned, will raise no substantial coastal issues and will be in conformity with the Coastal Act of 1976.

CONDITIONS:

1. Prior to the issuance of a coastal development permit, the applicant shall submit to the Executive Director for his review and approval a document such as a deed restriction to be recorded as a covenant running with the land which shall be prior to all encumbrances except for tax liens and existing encumbrances of record for purposes of financing and shall bind the applicant and any successors in interest to allow cont.

Exhibit B

EXH 2145 97

SAN LUIS OBISPO COUNTY CONSENT AGENDA, continued

199-09 San Simeon Acres Community, continued

the public to use that portion of the beach from the mean high tide to the toe of the bluff.

2. Prior to the issuance of a coastal development permit, the applicant shall submit evidence of recordation of a deed restriction or other suitable document to run with the land, the form and content of which has been approved by the Executive Director, assuring the following:

- a. The applicant waives for himself and his successors in interest any claim due to any geologic or flooding condition against this Commission or its successor in interest.
- b. Acknowledgement that the Commission makes no commitment for approval of the construction of future protective devices.

3. The applicant shall, by accepting the terms and conditions of the permit, agree that the issuance of this permit and completion of the authorization development shall not prejudice any subsequent assertion of a public right eg. prescriptive rights, public trust, etc.

4. Prior to the issuance of a coastal development permit the District shall submit a geologic report for the review and approval of the Executive Director in accordance with the State Interpretive Guidelines which substantiates that the project is sited such that the holding tank shall neither create nor contribute significantly to erosion, geologic instability, or destruction of the site or surrounding area or in any way require the construction of protective devices that would substantially alter natural landforms along the bluff." Should there be any dispute between the Executive Director and the applicant about the contents of this report, the matter shall be returned to the Commission for resolution.

RS/ms

Exhibit B (continued)

END OF DOCUMENT

2145 30

San Simeon Acres Public Access Dedications Map

Vertical Access

Vertical ramp
to the beach
over private
property
may be
subject to
prescriptive
rights

Vertical (open)
304-80
(SLO County)

Vertical
(open)
4-81-242
(Cavalier)

Expired
Vertical
(Stinson)
42-02 / 125-
29

Vertical
(unopened)
42-02 /
125/29
(Sansome)

Vertical
(unopened)
42-02 /
125-29
(Cohen)

Vertical
trail to
beach over
private
property
may be
Subject to
prescriptive
rights



Bluff top lateral
across Cavalier
may be subject to
prescriptive rights

Beach Lateral
4-81-242
(Cavalier)

Beach
Lateral
(SSCSD WWTP)
199-09
(APNs 013-036-043
and -063)

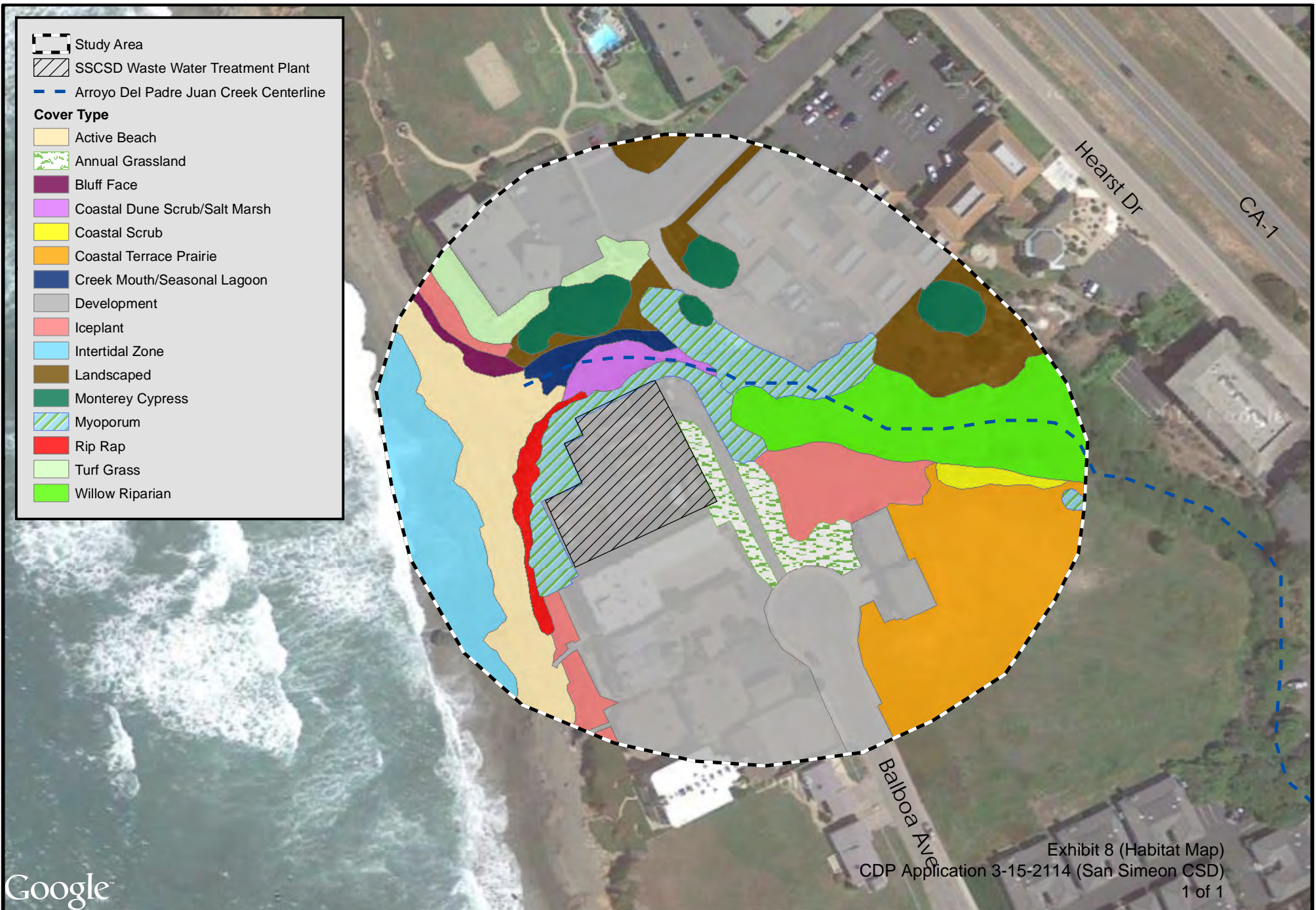
Beach
Lateral
418-28
(Sessa)

Beach
Lateral
4-85-175
(Sansome)

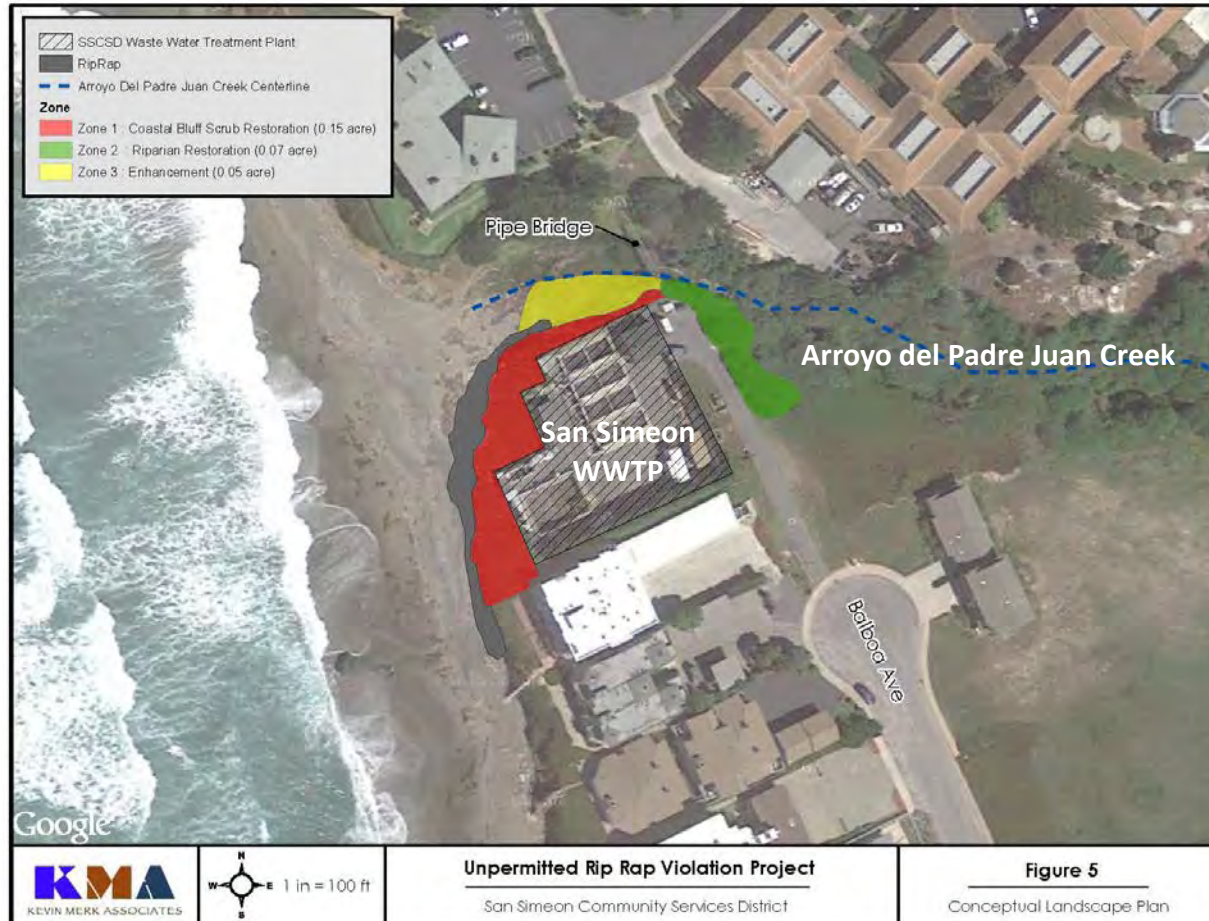
Beach
Lateral
4-82-380
(Western
Cal Inv.)

Beach
Lateral
4-82-566
(Cohen)

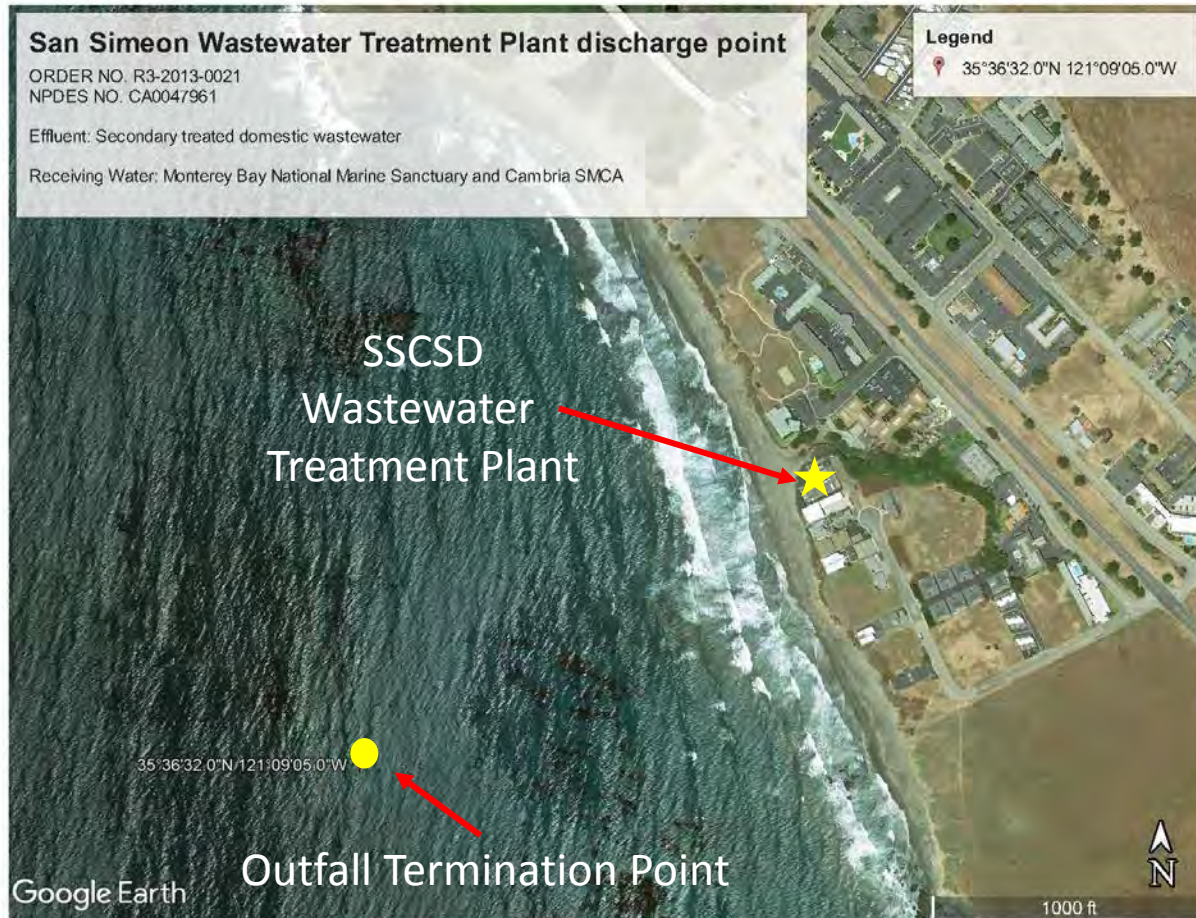
Lateral Access



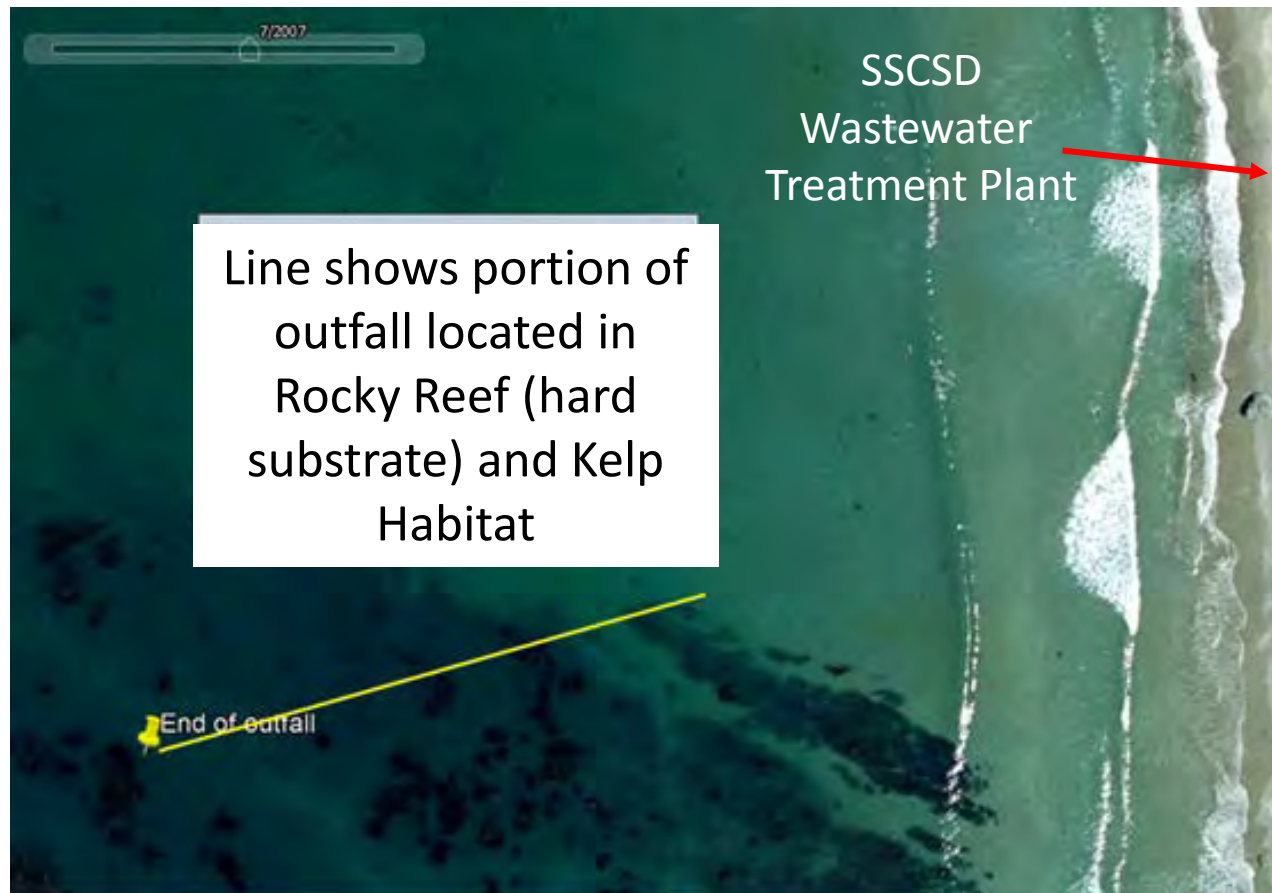
Restoration Areas (Yellow and Green zones)

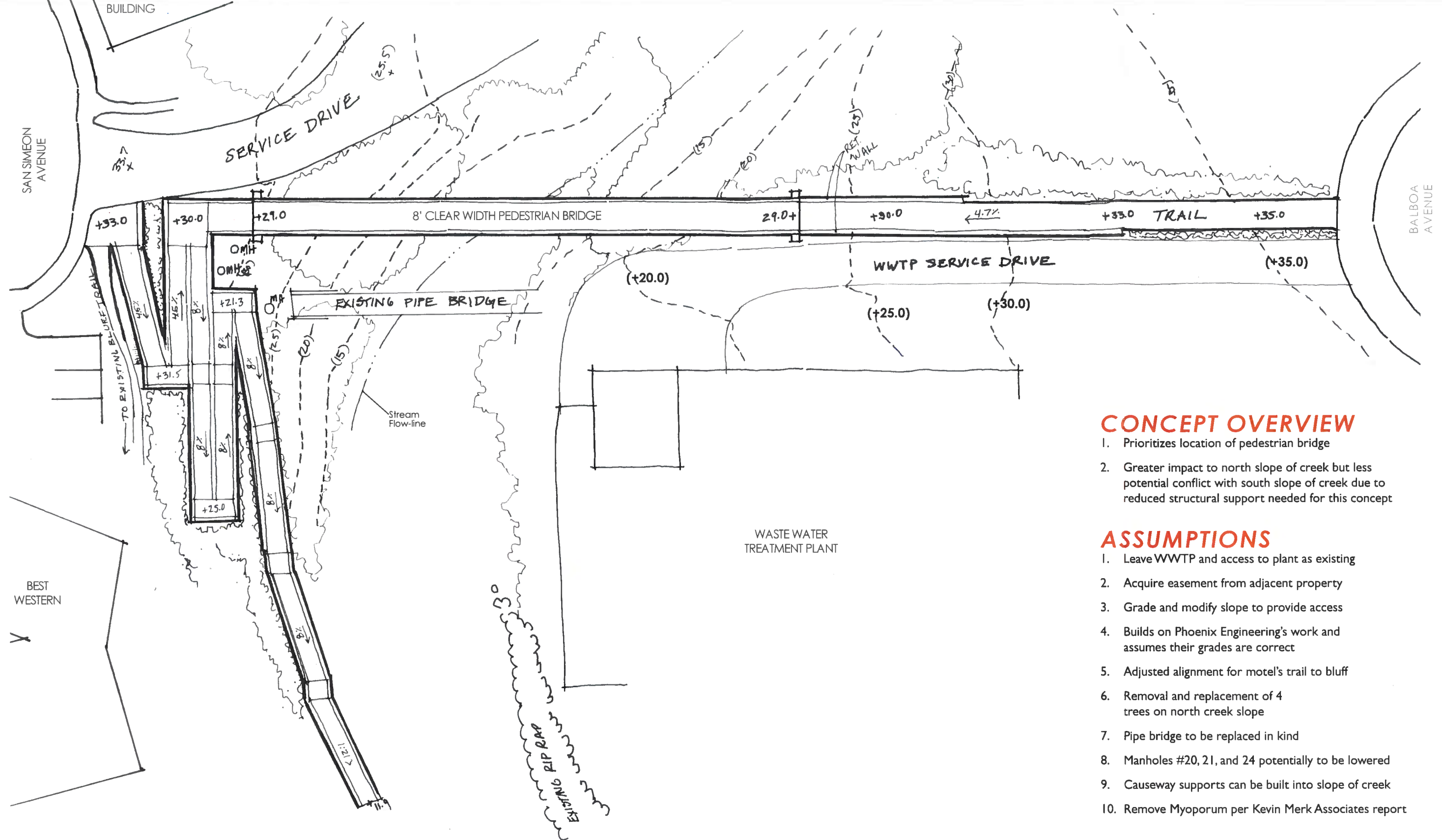


Wastewater Treatment Plant Outfall



Wastewater Treatment Plant Outfall





CONCEPT OVERVIEW

1. Prioritizes location of pedestrian bridge
2. Greater impact to north slope of creek but less potential conflict with south slope of creek due to reduced structural support needed for this concept

ASSUMPTIONS

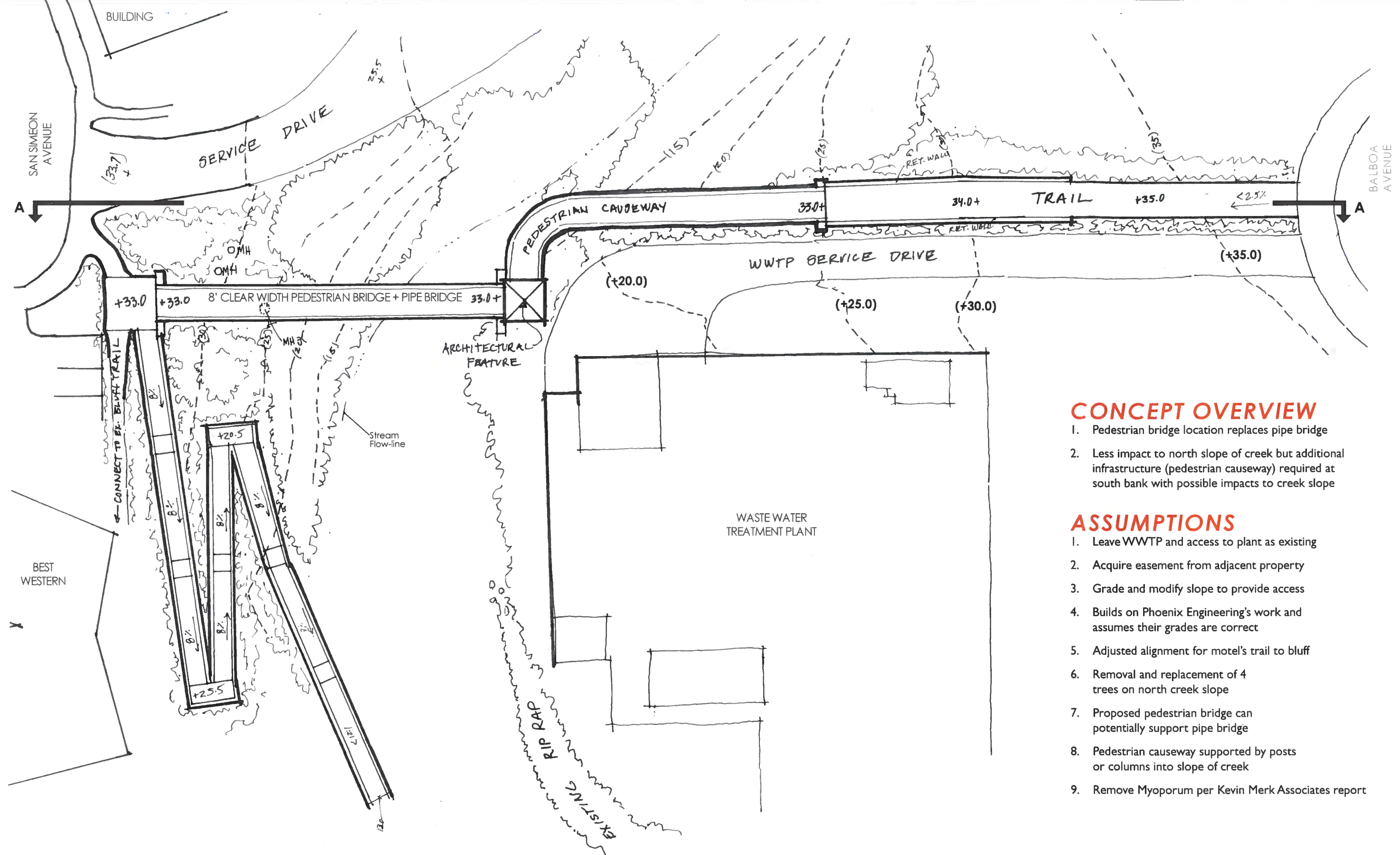
1. Leave WWTP and access to plant as existing
2. Acquire easement from adjacent property
3. Grade and modify slope to provide access
4. Builds on Phoenix Engineering's work and assumes their grades are correct
5. Adjusted alignment for motel's trail to bluff
6. Removal and replacement of 4 trees on north creek slope
7. Pipe bridge to be replaced in kind
8. Manholes #20, 21, and 24 potentially to be lowered
9. Causeway supports can be built into slope of creek
10. Remove Myoporum per Kevin Merk Associates report

COASTAL ACCESS AND IMPROVEMENT CONCEPTS

CONCEPT 1 PLAN

SAN SIMEON COMMUNITY SERVICES DISTRICT, SAN SIMEON, CA.

Exhibit 11 (Conceptual Bridge Designs)
CDP Application 3-15-2114 (San Simeon CSD)



CONCEPT OVERVIEW

1. Pedestrian bridge location replaces pipe bridge
2. Less impact to north slope of creek but additional infrastructure (pedestrian causeway) required at south bank with possible impacts to creek slope

ASSUMPTIONS

1. Leave WWTP and access to plant as existing
2. Acquire easement from adjacent property
3. Grade and modify slope to provide access
4. Builds on Phoenix Engineering's work and assumes their grades are correct
5. Adjusted alignment for motel's trail to bluff
6. Removal and replacement of 4 trees on north creek slope
7. Proposed pedestrian bridge can potentially support pipe bridge
8. Pedestrian causeway supported by posts or columns into slope of creek
9. Remove Myoporum per Kevin Merk Associates report

COASTAL ACCESS AND IMPROVEMENT CONCEPTS

CONCEPT 2 PLAN

SAN SIMEON COMMUNITY SERVICES DISTRICT, SAN SIMEON, CA.

Exhibit 11 (Conceptual Bridge Designs)
CDP Application 3-15-2114 (San Simeon CSD)

Robinson, Daniel@Coastal

From: Charles Grace <cgrace@graceenviro.com>
Sent: Tuesday, October 17, 2017 3:02 PM
To: Robinson, Daniel@Coastal
Cc: Jeff Oliveira
Subject: Re: Status Update

Follow Up Flag: Follow up
Flag Status: Flagged

We have talked with the Cavalier as well as shared the early bridge renderings from RRM. The Cavalier is in support of the project.

Charles Grace
805 431 6253



On Tue, Oct 17, 2017 at 11:03 AM, Robinson, Daniel@Coastal <Daniel.Robinson@coastal.ca.gov> wrote:

And Jeff – I'm assuming Charlie/the District has had preliminary discussions with the Cavalier folks where they have indicated that they would be amenable to this bridge being built and being located (on the north side of the creek) on their/Cavalier property?

Thanks,

Daniel

From: Jeff Oliveira [mailto:jeffo@olive-env.com]
Sent: Monday, October 16, 2017 5:01 PM

To: Robinson, Daniel@Coastal <Daniel.Robinson@coastal.ca.gov>; 'Charles Grace' <cgrace@graceenviro.com>
Subject: RE: Status Update

Hi Daniel-

Yes, our assumption is that the CCC will want the CSD to initiate project funding research as soon as the After the Fact CDP is approved. As you know, perusing grant funding is a time and energy consuming process, but the CSD is committed to getting started and will keep in contact with CCC staff as progress is made. The CSD has already paid for the preliminary design concepts for the project (RRM designs) out of general funds,

October 20, 2016

Charles Grace
General Manager
San Simeon CSD
111 Pico Ave
San Simeon CA 93452

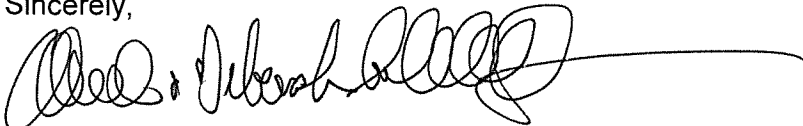
Dear Mr. Grace:

It has been brought to my attention that the San Simeon Community Services District's (SSCSD) Rip Rap located on the westerly side of the SSCSD's Wastewater Treatment Facility is partially on the shoreline of the property owned by this condominium. I am aware that the purpose of the Rip Rap is to protect the SSCSD's Wastewater Treatment Facility from potential catastrophic damage during ocean high tide and storm events.

I understand the Rip Rap is partially on the condominium property and take no exception to this fact. As a condominium owner I hereby authorize the Rip Rap at its current location and as a permanent structure.

If you have any questions, please contact me at (213) 955-6466.

Sincerely,

A handwritten signature in black ink, appearing to read "Albert & Debra Schultz", with a long horizontal line extending to the right.

Albert & Debra Schultz
Owners
San Simeon Shores Condominiums
9231 Balboa Avenue, Unit 3
San Simeon, CA 93452

Mailing address:
270 Falcon Crest Drive
Arroyo Grande, CA 93420

October 20, 2016

Charles Grace
General Manager
San Simeon CSD
111 Pico Ave
San Simeon CA 93452

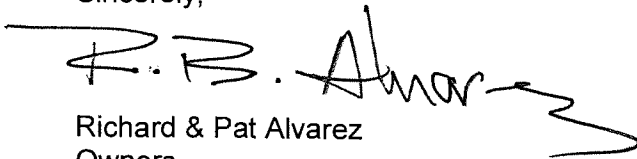
Dear Mr. Grace:

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I understand the Rip Rap is partially on the condominium property and take no exception to this fact. As a condominium owner I hereby authorize the Rip Rap at its current location and as a permanent structure.

If you have any questions, please contact me at (213) 955-6466.

Sincerely,

A handwritten signature in black ink, appearing to read "R. B. Alvarez", with a long, sweeping horizontal line extending to the right.

Richard & Pat Alvarez
Owners
San Simeon Shores Condominiums
9231 Balboa Avenue, Unit 2
San Simeon, CA 93452

Mailing address:
4750 S. Englehart
Reedley, CA 93654

805431 2603

October 20, 2016

Charles Grace
General Manager
San Simeon CSD
111 Pico Ave
San Simeon CA 93452

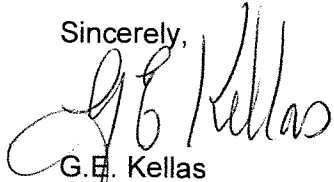
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I understand the Rip Rap is partially on the condominium property and take no exception to this fact. As a condominium owner I hereby authorize the Rip Rap at its current location and as a permanent structure.

If you have any questions, please contact me at (213) 955-6466.

Sincerely,

A handwritten signature in black ink, appearing to read "G.E. Kellas", written over the printed name.

G.E. Kellas
Owner
San Simeon Shores
9231 Balboa Avenue, Unit 4
San Simeon, CA 93452

October 20, 2016

Charles Grace
General Manager
San Simeon CSD
111 Pico Ave
San Simeon CA 93452

Dear Mr. Grace:

It has been brought to my attention that the San Simeon Community Services District's (SSCSD) Rip Rap located on the westerly side of the SSCDS's Wastewater Treatment Facility is partially on the shoreline of the property owned by this condominium. I am aware that the purpose of the Rip Rap is to protect the SSCSD's Wastewater Treatment Facility from potential catastrophic damage during ocean high tide and storm events.

I understand the Rip Rap is partially on the condominium property and take no exception to this fact. As a condominium owner I hereby authorize the Rip Rap at its current location and as a permanent structure.

If you have any questions, please contact me at (213) ~~955-6466~~.

713.4730

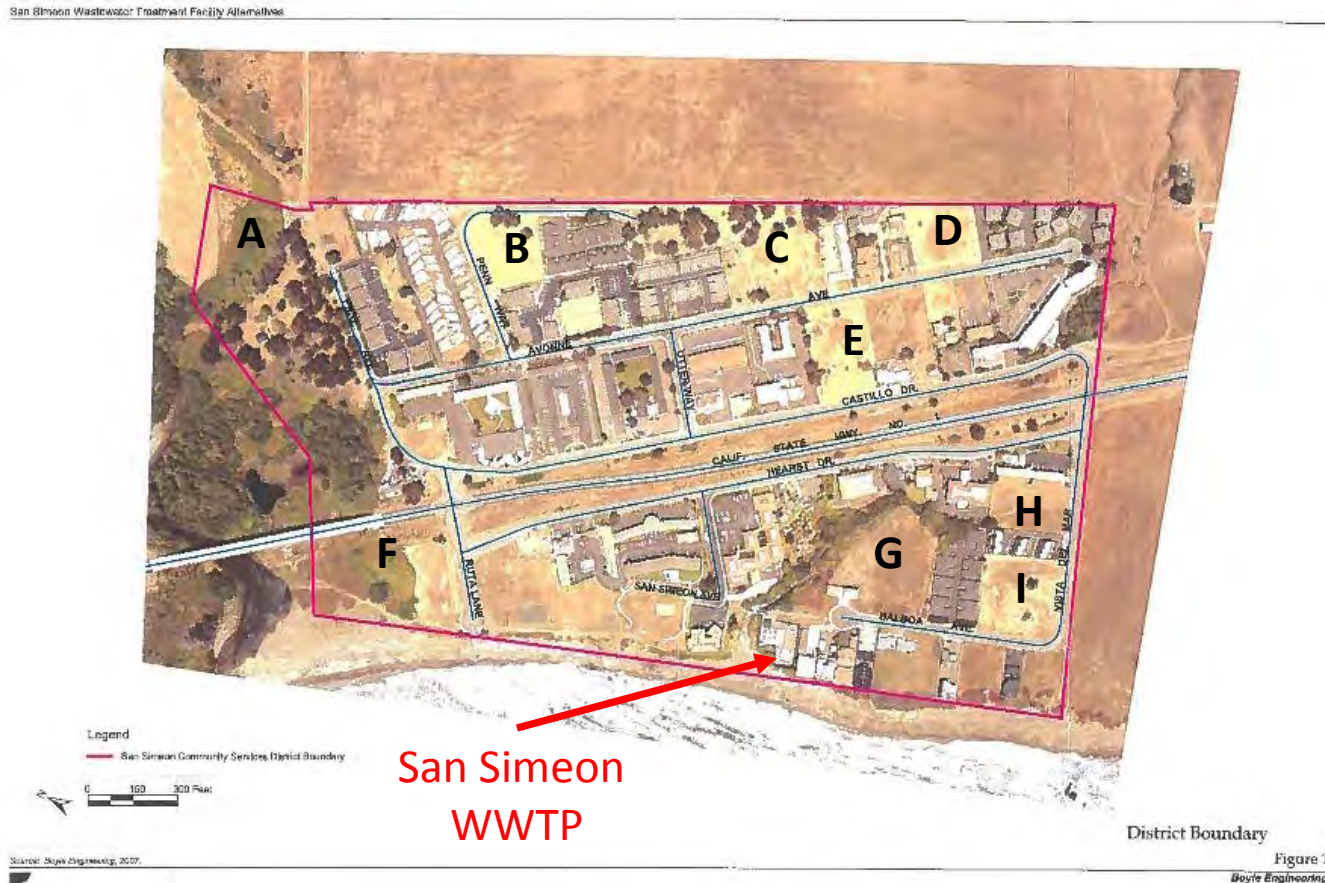
Sincerely,



Eileen Goodman
Owner
San Simeon Shores Condominiums
9231 Balboa Avenue, Unit 5
San Simeon, CA 93452

Mailing address:
1410S. Bentley Avenue, #301
Los Angeles, Ca 90025-7308

Applicant's Alternative Locations Map (San Simeon Acres area only)





Phoenix Civil Engineering, Inc.

4532 Telephone Road, Ste. 113 Ventura, Ca 93003 805.658.6800
info@phoenixcivil.com www.phoenixcivil.com

Mr. Charles Grace
San Simeon Community Services District
111 Pico Ave.
San Simeon, CA 93452

December 1, 2016

San Simeon Community Services District – Estimated WWTP Life Expectancy Analysis – Supplemental Information

Dear Mr. Grace-

The San Simeon Community Services District's (the District) Wastewater Treatment Plant (WWTP), located directly on the coast in San Simeon, CA, was originally constructed in 1961. Since then the treatment plant has undergone various upgrades taking place in 1972, 1985, 2000, 2007, and 2013. The California Coastal Commission (CCC) has recently requested that the District prepare a report detailing the expected life of the treatment plant. As part of this analysis, we performed a walkthrough of the site and discussed with the WWTP operations staff the available information on upgraded components and the current condition of that equipment. Research was also performed to determine the expected lifespan and replacement costs of each of the system components based on industry accepted sources, manufacturer's information, and the reports of other municipalities with similarly sized facilities when available. After reviewing our report, the CCC requested clarification with respect to the rip rap revetment replacement costs.

Rip Rap Protection

As part of the efforts associated with this report, a site review of the existing rip rap protection was performed in conjunction with the review of the existing WWTP. The previously prepared plans for the placement of the rip rap protection were reviewed, and it has been determined that the plans are accurate in depicting the existing conditions. Earth Systems Pacific compiled a report outlining the effect of the revetment as well as the lifespan and potential issues associated with its removal. In that report, the lifespan of the revetment was stated as 50 years. We added in the cost to replace the revetment and modified the Plant Life Expectancy table that was attached to the original August 16, 2016 report. A budgetary cost estimate of \$400,000 to remove and replace the existing revetment wall and increase it to accommodate the tidal increase as outlined in the Earth Systems report was added. The total cost to upgrade the plant and replace the revetment is now \$7,480,800.

Sincerely,

Jon Turner, PE
Principal Engineer

Table 1

Wastewater Treatment Plant Life Expectancy						
Component	Installation Date	Upgrade Date	Replacement Cost (Equipment Only)	Published Expected Lifespan	Anticipated Expected Lifespan	Remaining Years
Headworks	1961 ¹	Box - 1985	\$10,000 ⁹ \$48,000 ⁵ / \$30,000 ¹³	40 years ² / 25 years ¹⁰	51 years	20 years
Influent Flow Meter	1961 or 1972 ¹	ABM meter - 2007	\$6,000 ¹³	50 years ³	50 years	41 years
Equalization Basin	1961 or 1972 ¹	Needs new aeration - 1985 Pump #1 re-built - 2013 (3" gorman rupp) Pump #2 re-built - 2007 (5 HP)	\$30,000 ⁹ \$73,000 ⁵ \$123,000 ¹⁵	25 years ¹⁶ 50 years structural	25 years mechanical 75 years structural	16/23 years 31 years
Palmer Bowlius Meter	1961 or 1972 ¹	Sonic meter upgrade - 1986	\$1,000 ¹⁸	50 years ³	50 years	20 years
Aeration 2, 3, 4	#2 & 3 - 1972 #4 - 1985	Air internals (incl. Diffusers) - 2007 Air piping - 2000 Lining - 1985	\$168,000 ¹⁷	25 years ¹⁶ 50 years structural	25 years mechanical 75 years structural	16 years 31 years
Clarifiers	1972 ¹	Concrete - 1985 Gears, drives, sprockets, chains, weirs, flights 2007	\$130,000 ⁵	25 years ¹⁶ 50 years structural	25 years mechanical 75 years structural	16 years 47 years
Parshall Flume Meter	2013		\$6,000 ¹³	50 years ³	50 years	16 years
Sludge Tank	1961	Pump - 2007 Air lines - 2007	\$36,000 ⁵ \$44,000 ¹⁵	25 years ⁸ 50 years structural	25 years mechanical 75 years structural	16 years 20 years
Aerobic Digester	1961	Components - 1985 Air - 2000 Same replacements as 2007	\$27,500 ⁸	30 years ⁷ 50 years structural	30 years mechanical 75 years structural	21 years 20 years
Disinfection Contact Chamber	1972 ¹	1985 upgrade Baffles - 2007 Chem tanks - 1985 Chem meter pumps - 2007	\$69,000 ¹⁵	25 years ¹⁶ mechanical 50 years structural	25 years mechanical 75 years structural	16 years 31 years
Generator	2007	2014 Engine Rebuild	\$15,000 ⁹ / \$30,000 ^{13,14}	40 years ⁴	25 years	23 years
Blower Building	1961	Expanded - 1972 Electrical cabinets - 2007 (some original) Wiring VFDs, power - 2007 Transformer - 1985	\$73,000 ¹¹ \$40,000 ¹³	25 years mechanical 100 years ¹⁶ structural	25 years mechanical 75 years structural	16 years 20 years
Lab Building	1972		\$250,000 ¹² / \$128,000 ¹⁵	100 years ¹⁶	75 years structural	31 years
Outfall	1961	Upgraded - 1985 100' replacement - 2013	\$46,000 ¹⁰	25 years ⁶	25 years	22 years
Rip Rap Revetment	1983	N/A	\$400,000	50 years ¹⁹	50 years	17 years

Notes:

1. Wastewater Treatment Plant Plot Plans from John A McWhorter & Co, 1984
2. Source: <http://www.mi-wea.org/docs/Session%204%20-%20Dennis%20Benolt.pdf>
3. Source: http://www.primaryflowsignal.com/Images/stories/ProductsPDFs/PFS_app_guide_Wastewater_Treatment_Plant_Flow_Meter.pdf
4. Source: http://www.bristolborough.com/pdf/2015_to_2018_boro_wvtp_program.pdf
5. Source: <http://germantownny.org/wp-content/uploads/2012/12/08-11WastewaterEngineeringReport.pdf>
6. Based on avg of last replacements of 24 and 26 years
7. Source: http://www.amwua.org/pdfs/179_201603_srog_item44.pdf
8. Source: <http://www.archiexpo.com/prod/boralit/product-59201-137937.html>
9. Source: "Capital Improvement Estimate Associated with Density Utilities Acquisition," Utilities Incorporated, June 2014.
10. Based on MSSD 16-08 Outfall Drafting avg of \$14,000 and \$78,000
11. Source: <http://www2.reupower.com/Home/Components/REP/REP/1222/442>
12. Source: "Palmer - Wastewater Treatment Plant Lab Replacement," City of Palmer, April 2014.
13. Source: <http://www.mtwaterandam.com/documents/PERFINALVERSIONASUBMITTEDTOCDPHE12.APRIL2.pdf>
14. Source: <http://larimer.org/engineering/impdist/Berthoud%20Estates/PreliminaryEngineeringReport04.17.13.pdf>
15. Source: <http://www.co.berks.pa.us/Depts/Purchasing/Documents/Attachments%20-%20-%20EnTech%20WWTP%20Evaluation.pdf>
16. Source: "Environmental and Cost Life Cycle Assessment of Disinfection Options for Municipal Wastewater Treatment," US EPA, October 2014.
17. Source: http://www.nfrwqa.org/pdf/Approved_Utility_Plans/River%20Glen%20HOA%20Utility%20Plan.pdf
18. Source: http://www.globalw.com/products/palmer_flume.html
19. Source: Earth Systems Pacific, "San Simeon Wastewater Treatment Plant", dated June 2016.

Marine Habitat Mitigation Fund
Memorandum of Agreement
Between the
California Coastal Commission
and
The Regents of the University of California on behalf of
its Wildlife Health Center

This Memorandum of Agreement ("MOA") is entered into by and between the California Coastal Commission ("Commission"), a public agency, created and existing under the authority of section 30300 of the California Public Resources Code, and The Regents of the University of California on behalf of its Wildlife Health Center ("WHC"). The Commission and the WHC are sometimes referred to individually as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, the Commission is a state coastal management and regulatory agency with authority over the development and use of the California coast and coastal waters;

WHEREAS, the WHC is a multidisciplinary center dedicated to balancing the needs of people, wildlife and the environment and the only comprehensive university-based veterinary program dedicated to conservation of healthy wildlife and ecosystems, including marine ecosystems. WHC is able to undertake conservation activities in coastal waters through its California Lost Fishing Gear Recovery Project;

WHEREAS, WHC's California Lost Fishing Gear Recovery Project finds and recovers from marine waters accidentally lost or intentionally discarded fishing gear that can modify rocky seafloor habitats by obstructing crevices, enshrouding ledges, or causing scouring of the seabed and thereby potentially altering the animal, plant and algal communities living on hard substrate.

WHEREAS, San Simeon Community Services District ("District") applied for a coastal development permit, pursuant to the California Coastal Act ("Coastal Act"),¹ which included replacement of a 600-foot section of outfall and a 100-foot section of outfall ("the Project").

WHEREAS, the Project will result in unavoidable impacts to hard substrate marine habitat for which mitigation is required.

WHEREAS, on November 8, 2017, the Commission approved Coastal Development Permit ("CDP") 3-15-2114, subject to Special Condition 6 that requires the San Simeon Community Services District to pay a hard substrate impact mitigation fee to WHC, calculated by applying a 3:1 mitigation ratio to the total square footage of impacted hard bottom and then multiplying that area by a compensation rate of \$13.80 per square foot, to be used to remove marine debris or lost fishing gear from within the Southern California Bight, in accordance with the terms of this Agreement;

¹ Cal. Pub. Resources Code §§ 30,000 *et seq.* In this document, all further references to Code Sections in the 30,000s are references to California Public Resources Code sections within the Coastal Act.

WHEREAS, the total hard bottom impact from replacement of the outfall was 218.6 square feet, resulting in a mitigation fee of \$3,141.43.

WHEREAS, WHC maintains the state's largest database of known derelict fishing gear targets;

WHEREAS, WHC wishes to receive the mitigation fee required by Special Condition 6 ("the Funds") and to use it to remove lost fishing gear within the coastal waters of central California ("the Mitigation Project");

WHEREAS, removing lost fishing gear from within the coastal waters of central California may include hiring commercial (e.g., urchin divers) and technical (e.g., military or commercial salvage) divers or remotely-operated vehicle (ROV) contractors to recover lost fishing gear where it poses a hazard to habitat, marine resources, and people.

WHEREAS, the Commission has concluded that WHC will be an appropriate recipient to receive the Funds and will accept the Funds for the purposes described herein;

WHEREAS, the Executive Director is authorized to enter into this agreement on behalf of the Commission by CDP 3-15-2114, which the Commission approved pursuant to its authority under Sections 30330, 30600(c) and 30607.

NOW, THEREFORE, for consideration of the mutual covenants and representations herein, it is mutually agreed by and between the undersigned Parties as follows:

AGREEMENT

1.0 TRANSFER OF FUNDS

As required by Special Condition 6, within 6 months of the date of approval of the CDP, the District shall pay to WHC \$2991.84 plus a five percent administrative fee (\$149.59) for a total of \$3,141.43 ("the Funds"). Upon receipt of the Funds, WHC shall deposit the monies into a separate account established for the Mitigation Project at UC Davis.

2.0 PROJECT IMPLEMENTATION

Within 45 days of the date on which the Funds have been transferred to it, WHC shall submit a spending plan for review and approval by the Commission's Executive Director. The spending plan shall include at a minimum a description of the Mitigation Project and its estimated costs.

Within one year of the Executive Director's approval of the spending plan, WHC shall carry out and complete the Mitigation Project.

Within 45 days of completing the Mitigation Project, WHC shall submit a final report to the Commission's Executive Director describing the gear removed and its location, and a list of all disbursements; The WHC shall make all accounting records available for examination by the Commission's Executive Director upon request.

3.0 ACCOUNTABILITY

3.1 Administrative Costs

The WHC shall use the Funds exclusively to finance the Project described herein. Administrative costs in implementing this MOA, computed in accordance with applicable State Administrative Manual sections, shall not exceed five percent (5%) of the total Funds.

3.2 GAAP

The WHC (in accordance with University policy) shall maintain Generally-Accepted Accounting Principles (GAAP), financial management, and accounting system and procedures that provide for (1) accurate, current and complete disclosure of all financial activity for the Project; (2) effective control over, and accountability for all funds, property and other assets, related to the Project; (3) comparison of actual outlays with budgeted amounts; and (4) accounting records supported by source determination.

3.3 Records Retention

The WHC shall retain all pertinent books, documents and papers, including, but not limited to, financial transactions and supporting documents, in conjunction with University policy and procedure, for the entire period during which the Funds are being used by the WHC under this MOA and for a period of three (3) years thereafter for potential examination by the Auditor General.

4.0 MISCELLANEOUS PROVISIONS

4.1 Good Faith

The Parties agree in good faith to work to fulfill the objectives of this MOA. The Commission's Executive Director may grant an extension of any time deadline under this MOA for good cause, where there is reasonable justification or excuse for the delay.

4.2 Amendment

Neither this MOA nor any provision hereof may be waived, modified, amended, or discharged except by an instrument in writing signed by the Parties.

4.3 Entire Agreement

This MOA constitutes the entire understanding among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the parties with respect to the subject matter hereof, whether oral or written.

4.4 Severability

If a court of competent jurisdiction determines that a provision included in this MOA is legally invalid, illegal or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOA and the balance of this MOA shall be reasonably interpreted to achieve the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this MOA with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.

4.5 Counterparts

This MOA and any amendment thereto may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which, when executed and delivered, shall be an original and

all of which together shall constitute an instrument, with the same force and effect as though all signatures appeared on a single document.

4.6 Assignment

None of the Parties may assign any rights granted by this MOA without prior written approval of the other Party, which approval may be granted or withheld in any Party's reasonable discretion.

4.7 Effective Date and Term

This MOA shall become effective upon the last date of any Party to execute this MOA and shall be in effect from that date unless it is terminated or extended through an amendment, as provided in Section 4.2, above.

4.8 Termination

Either Party to this MOA may for good cause terminate this MOA by providing written notification 30 days prior to termination. In the event of termination, any and all remaining Funds shall be transferred by WHC to a Commission-approved alternate entity within 60 days of termination. Good cause shall include, but is not limited to, a determination by the Executive Director that WHC is not proceeding reasonably and expeditiously to complete any component of the Project. In the event that the MOA is terminated, WHC agrees to take all reasonable measures to prevent further use of the Funds.

4.9 Governing Law

This MOA shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

5.0 NOTICES

5.1 Receipt of Notices

Any demand upon or notice required or permitted to be given by one Party to the other shall be in writing, shall be made in the following manner, and shall be effective (a) upon receipt if given by personal delivery or email, (b) on the date indicated on the receipt if given by certified or registered mail, return receipt requested, or (c) on the succeeding business day after mailing or deposit if given by Express Mail or by deposit with a private delivery service of general use (e.g. Federal Express), postage or fee paid, as appropriate, addressed to the Parties in Section 5.2.

Notice of a change of address or designated contact person shall be given by written notice in the manner set forth in this section within ten (10) business days of the change.

5.2 Designated Contact Persons:

Dan Carl, District Director
Central Coast District
California Coastal Commission
45 Fremont Street; Suite 2000
San Francisco, CA 941 05
Telephone: (831) 427-4896
Facsimile: (831) 427-4877

Email: dan.carl@coastal.ca.gov

Dr. Kirsten Gilardi, Assistant Director
Wildlife Health Center
School of Veterinary Medicine
University of California
Davis, CA 95616
Telephone: (530) 752-4896
Facsimile: (530) 752-3318
Email: kvgilardi@ucdavis.edu

And to:

Melanie Brown
Business Contracts
University of California
Davis, CA 95616
Email: mcbbrown@ucdavis.edu

Any change in the Notification Contact shall be communicated to all Parties within ten (10) business days of the change.

6.0 INDEMNIFICATION

The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

7.0 SIGNATURES

IN WITNESS WHEREOF, the Parties through the signatures below of their authorized representatives agree to be bound by the terms of this Agreement.

Dated: _____

The Regents of the University of California

By: Deborah Fraga-Decker
Title: Associate Director
UC Davis Contracting Services

Dated: _____

California Coastal Commission

By: Jack Ainsworth
Title: Executive Director