

## Sasha Linker

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**From:** julie Tacker [REDACTED]  
**Sent:** Saturday, January 01, 2022 4:30 PM  
**To:** CommAsst  
**Subject:** Fwd: Sworn Complaint  
**Attachments:** FPPC Complaint Charles Grace Clerical Corrections 1-2-2022.pdf; 12-21-21 GES Contract Clerical Corrections.pdf; GES email 12-18-21 w\_Murguia re\_clerical corrections.pdf; DA's Complaint against GES.pdf

### EXTERNAL EMAIL

In light of the recent investigation and upcoming agenda item for the Commission, please forward this complaint to each Commissioner. I think it is relevant to the Charles Grace matter they will be considering later this month.

Thank you very much.

Julie Tacker

----- Forwarded message -----

**From:** julie Tacker [REDACTED]  
**Date:** Sat, Jan 1, 2022 at 4:26 PM  
**Subject:** Sworn Complaint  
**To:** Complaint <[complaint@fppc.ca.gov](mailto:complaint@fppc.ca.gov)>  
**Cc:** <[abrereon@fppc.ca.gov](mailto:abrereon@fppc.ca.gov)>, <[tgilbertson@fppc.ca.gov](mailto:tgilbertson@fppc.ca.gov)>, Kenneth Jorgensen <[kjorgensen@co.slo.ca.us](mailto:kjorgensen@co.slo.ca.us)>

Happy New Year Enforcement Division,

Please find the attached complaint and attachments.

Feel free to contact me with any questions you may have.

Julie Tacker  
[REDACTED]



1 DAN DOW, District Attorney  
By: Kenneth Jorgensen (SBN: 220887)  
2 Office of the District Attorney,  
County of San Luis Obispo  
3 Special Prosecutions Unit  
1035 Palm Street, Room 450  
4 San Luis Obispo, CA 93408  
Telephone: (805) 781-5800  
5 e-mail: kjorgensen@co.slo.ca.us

**ELECTRONICALLY**

**FILED**

**9/28/2021 2:53 PM**

SAN LUIS OBISPO SUPERIOR COURT  
BY   
D. Rincon, Deputy Clerk

6 Attorneys for Plaintiff  
THE PEOPLE OF THE STATE OF CALIFORNIA  
7

8 **SUPERIOR COURT OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN LUIS OBISPO**

10  
11 THE PEOPLE OF THE STATE OF CALIFORNIA, )  
12 )  
13 Plaintiff, )  
14 v. )  
15 CHARLES GRACE, an individual; )  
16 GRACE ENVIRONMENTAL SERVICES, )  
17 LLC. a California Corporation; and DOES 1 )  
18 through 20, inclusive )  
Defendant(s), )

No. 21CV-0536

**COMPLAINT FOR:**

1. **UNLAWFUL BUSINESS PRACTICES**  
[Bus. & Prof. Code § 17200]
2. **FALSE ADVERTISING LAW**  
[Bus. & Prof. Code § 17500]

*Exempt from fees per  
Gov. Code §6103*

19 The People of the State of California, by and through their attorney, Dan Dow,  
20 District Attorney for the County of San Luis Obispo, allege as follows:

21 **STATEMENT OF CASE**

22 In 2016, the San Simeon Communities Services District (District) entered into a  
23 services contract with GRACE ENVIRONMENTAL SERVICES, LLC. (GES). Under the  
24 terms of the contract, GES operates the essential functions of the public agency—providing  
25 the day-to-day management, services, and operations for the District. As a result, the  
26 District does not have, nor does it need, any employee of its own. Each month, the District  
27 pays GES a monthly fee. Currently, the District pays GES approximately \$55,000 per  
28 month.

1 The chief executive officer of GES, CHARLES GRACE, also serves as a public  
2 official for the District. Under California law, a public official is prohibited from using his  
3 official position to influence a government decision in which the official knows or has reason  
4 to know he has a financial interest. In the causes of action below, the Plaintiff alleges that  
5 Defendants have used its de-facto government position to interpret provisions of the  
6 contract favorably for GES as well as take actions to protect the contract's modification or  
7 termination. These acts, or omissions to act, constitute violations California's Unfair  
8 Competition Law and False Advertising Law. Accordingly, Plaintiff seeks that the court  
9 injunctive relief and the assessment of civil penalties.

### 10 PRELIMINARY ALLEGATIONS

11 1. The People bring this action seeking relief under the Unfair Competition Law  
12 (UCL) and the False Advertising Law (FAL).

13 2. The UCL (California Business and Professions Code §§ 17203, 17204, and  
14 17206) provides legal authority for the District Attorney of the County of San Luis Obispo to  
15 file a civil action in the name of the People of the State of California and seek civil penalties  
16 and an injunction against any person who engages, has engaged, or proposes to engage in  
17 unfair competition.

18 3. The FAL, (California Business and Professions Code sections 17500, 17535  
19 and 17536) grants legal authority for the District Attorney of County of San Luis Obispo to  
20 bring a civil action in the name of the People of the State of California for civil penalties  
21 and an injunction against any person who makes or disseminates before the public in this  
22 state, in any manner or means, any statement concerning professional services which is  
23 untrue or misleading, and which is known, or which by the exercise of reasonable care  
24 should be known, to be untrue or misleading.

25 4. A violation of the FAL also constitutes a violation of the UCL.

26 5. Plaintiff brings this action without prejudice to any other action or claim which  
27 Plaintiff may have based on separate, independent, and unrelated violations arising out of  
28 matters or allegations that are not set forth in this complaint.

1 **JURISDICTION AND VENUE**

2 6. Venue is proper in this county pursuant to California Business and  
3 Professions Code sections 17204 and 17535.5.

4 7. This court has jurisdiction pursuant to Article 6, section 10 of the California  
5 Constitution and sections 393, subsection (b), and 395.5 of the California Code of Civil  
6 Procedure.

7 8. At all relevant times, Defendants transacted business within the County of  
8 San Luis Obispo and elsewhere in the State of California. The alleged violations of the law,  
9 described below, have been carried out within San Luis Obispo County and elsewhere in  
10 the State of California. Unless enjoined and restrained by an order of this court, the  
11 Defendants will continue to retain the means to engage in unlawful action and practices  
12 and courses set out below.

13 9. At all relevant times, including the present, the alleged violations of the law,  
14 described below, stem from Defendants' status as a public official of the District, in the  
15 furnishing to the San Simeon Community Services District (SSCSD or District) certain  
16 services for the management, maintenance, and operation of its facilities pursuant to the  
17 terms of a contract between Defendants and the District entered into January 20, 2016.

18 10. A true and correct copy of the contract between the District and GRACE  
19 ENVIRONMENTAL SERVICES LLC (GES) is attached as Exhibit A (the 2016 Contract).

20 11. The District is a community services district, as created under Government  
21 Code section 61000 et seq., and is located within the boundaries of San Luis Obispo  
22 County.

23 **DEFENDANTS**

24 12. Defendant CHARLES GRACE (GRACE), individually is, and at all times  
25 relevant herein was, engaged in water utilities management, focusing on water treatment  
26 and distribution, wastewater treatment, and general management. GRACE does and did  
27 transact business within the County of San Luis Obispo, State of California.

28 13. Defendant GRACE ENVIRONMENTAL SERVICES LLC (GES) is, and at all

1 times relevant herein was, a California limited liability corporation, engaged in water utilities  
2 management, water treatment and distribution, wastewater treatment, and general  
3 management services, with its principle corporate office located in Thousand Oaks,  
4 Ventura County.

5 14. Defendant GRACE is, and at all times relevant herein was, President and the  
6 single manager of GES.

7 15. Defendant DOES ONE through TWENTY are connected and responsible for  
8 the acts complained of below. Their real names are unknown at this time, and the People  
9 will amend this complaint at a later date when the true identities of DOES ONE through  
10 TWENTY are discovered.

11 16. Whenever in this Complaint reference is made to any act of Defendants, such  
12 allegation shall be deemed to mean that Defendants and their officers, agents, employees,  
13 or representatives, did or authorized acts while actively engaged in the management,  
14 direction, or control of the affairs of said Defendants, and while acting within the course and  
15 scope of their duties. When reference is made herein to any act or omission of a  
16 Defendant, such allegation shall include the act or omission of the owners, officers,  
17 directors, employees, and representatives of such Defendant, and each of them, engaged  
18 in said acts or omissions.

19 17. All Defendants at all times acted as agents of one another. With regard to the  
20 conduct and omissions alleged in this Complaint, each of the Defendants ratified the  
21 actions of the other Defendants.

## 22 **STATUTORY BACKGROUND**

23 18. The Ralph M. Brown Act (Gov. Code § 54950. et seq.) requires that all  
24 legislative bodies, including community services districts, to conduct business openly,  
25 permitting all persons to attend meetings. The intent behind the Act, as declared by the  
26 California Legislature in 1953, was as follows:

27 The people of this State do not yield their sovereignty to the agencies that  
28 serve them. The people, in delegating authority, do not give their public  
servants the right to decide what is good for the people to know and what

1 is not good for them to know. The people insist on remaining informed so  
2 that they may retain control over the instruments they have created.

3 (Gov. Code § 54950.)

4 19. The Public Records Act (Gov. Code § 6250 et seq.) provides  
5 that public records are open to inspection at all times during the office hours of the state or  
6 local agency. The intent behind the Act, as declared by the California Legislature in 1968,  
7 was as follows:

8 In enacting this chapter, the Legislature, mindful of the right of individuals  
9 to privacy, finds and declares that access to information concerning the  
10 conduct of the people's business is a fundamental and necessary right of  
every person in this state.

11 (Gov. Code § 6250.)

12 20. In 2004, nearly 83 percent of California voters approved Prop. 59, known as  
13 the Constitutional Sunshine Amendment. Its central provisions, Article 1, Section 3,  
14 subparts (a) & (b)(1) state:

15 (a) The people have the right to instruct their representatives, petition  
16 government for redress of grievances, and assemble freely to consult for  
the common good.

17  
18 (b)(1) The people have the right of access to information concerning the  
19 conduct of the people's business, and, therefore,  
the meetings of public bodies and the writings of public officials and  
agencies shall be open to public scrutiny.

20 (Cal. Const., art. I, § 3.)

21 21. As described in further detail below, plaintiff alleges Defendants violated  
22 California's open and transparent government laws in paragraphs 18, 19, and 20.

23 22. In 1951, the California Legislature enacted the Community Services District  
24 Law. (CSD Law; Gov. Code § 61000 et seq.) The Legislature believed CSD Law as  
25 necessary to for the public peace, health, safety, and welfare for residents and property  
26 owners in California's diverse communities. (§61001, subparts (a)(2) & (a)(7).)  
27 Furthermore, in enacting CSD Law, it was the intent of the Legislature that residents,  
28 property owners, and public officials to use the powers and procedures provided by the

1 CSD Law to meet the diversity of the local conditions, circumstances, and resources. (Gov.  
2 Code § 61001, subpart (c)(3).)

3 23. Under CSD Law, the “Board of Directors” means the board of directors of a  
4 district that establishes policies for the operation of the district. (Gov. Code § 61002 (b).)  
5 The board governs each district—they establish policies for the operation of the district and  
6 provide for the implementation of those policies. (Gov. Code § 61040.) Board implemented  
7 policies include, but are not limited to, administrative, fiscal, and purchasing policies. (Gov.  
8 Code § 61045 subpart (g). A board is also required to appoint a general manager to the  
9 district. (Gov. Code § 61050.)

10 24. Under CSD Law, a “General Manager” means the highest-level management  
11 appointee who is directly responsible to the board of directors for the implementation of the  
12 policies established by the board of directors. (Gov. Code § 61002, subpart (f).) A general  
13 manager of a district is responsible for all of the following:

14 (a) The implementation of policies established by the board of directors  
15 for the operation of the district.

16 (b) The appointment, supervision, discipline, and dismissal of the  
17 district’s employees, consistent with the employee relations system  
18 established by the board of directors.

19 (c) The supervision of the district’s facilities and services.

20 (d) The supervision of the district’s finances.

21 (Gov. Code § 61051, subparts (a) through (d).)

22 25. In an investigation by the Plaintiff with Defendants prior to the filing of this  
23 Complaint, Defendants contended that their duties and obligations are characterized within  
24 the terms of the 2016 Contract. Defendants contended that under the 2016 Contract,  
25 GRACE is required to only perform “some general manager duties” for the District.  
26 Defendants contend that GRACE “himself is not now, nor has he ever been, SSCSD’s  
27 General Manager as defined by Community Services District Law.”

28 26. Defendants also contend that of the four responsibilities of a general manager



1 under CSD law, the 2016 Contract “likely” only requires Defendants to supervise the  
2 District’s facilities and services. Defendants contend that the 2016 Contract does not  
3 impose the two other relevant requirements of general manager. Grace is not required  
4 under the 2016 Contract for implementing policies established by the board of directors. Nor  
5 is he responsible for supervising District’s finances. Defendants contend, “in other words,  
6 the general manager as it is referred to in the contract is a corporate position, not a District  
7 Executive Officer Position” as a general manager is defined under CSD Law.

### 8 **BACKGROUND FACTS**

9 27. The District is a small community located near Hearst Castle. It owns a  
10 wastewater collection and treatment system with approximately 5 miles of sewer lines. It  
11 also supplies water to the community. Water is pumped from the ground by wells, treated,  
12 and stored in a large tank. There are approximately 209 utility connections. The District  
13 also owns an office building, approximately five miles of local roads, and a street lighting  
14 system with approximately 50 active streetlights.

15 28. The District does not have any employees. It has not had one for more than a  
16 decade. The day-to-day operations and services have been provided by a privately run  
17 third-party vendor. In the early 2000’s, Eco Resources, Inc. (who later changed its name to  
18 SouthWest Water Company) provided these services. In 2011, APTwater Inc. (who  
19 changed its name to Ultura LLC) began providing day-to-day District services.

20 29. GRACE began working for the District in 2005. As mentioned, he was an  
21 employee with Eco Resources, Inc. Initially, GRACE was assigned by his employer to  
22 assist the District in complying with state regulations. In 2007, he was later assigned by his  
23 employer to fill the role of General Manager. Except for a ten-month period in 2010 and  
24 2011, GRACE has held himself out to the public as the District’s General Manager.  
25 GRACE was an employee of both companies.

26 30. In 2014, the District retained GRACE, who was doing business as Grace  
27 Environmental Services. GRACE transformed from an employee to business owner. In  
28 2016, the District entered into the 2016 contract with Grace Environmental Services LLC

1 (GES).

2 31. The 2016 Contract was approved by the District's Board of Directors at the  
3 District's January 20, 2016, Board meeting. At the meeting, GRACE sat at the dais (the  
4 tables upfront with the other public officials) behind a placard identifying himself as the  
5 General Manager. Once the business item of the 2016 Contract was called for discussion  
6 by the board's chairperson, both GRACE and the District's attorney, Heather Whitman of  
7 the Carmel and Naccasha law firm, presented the terms of the contract together to the  
8 Board of Directors. GRACE did not take any steps to distinguish his role from that as the  
9 District's General Manager, such as hiring his own attorney to negotiate on GES's behalf or  
10 stepping away from his public-official seat as the District's General Manager.

11 32. Plaintiff is informed and believes, and upon such information and belief  
12 alleges GRACE prepared the preliminary draft of the 2016 Contract for consideration by the  
13 District. That in that draft, GRACE negotiated for different terms than from the prior contract  
14 signed in 2014. Changes included an increased amount of fees GES was to be paid. He  
15 also added a provision that would increase the fees the District would pay to GES based on  
16 a consumer price index. GRACE also increased the length of the term of the agreement  
17 from eighteen months to five years. After five years, GRACE also negotiated that the 2016  
18 Contract would contain an automatic two-year extension provision.

19 33. Plaintiff is informed and believes, and upon such information and belief  
20 alleges that before the Board's approval at the January 2016 Board meeting, District  
21 Counsel Whitman was provided a copy of the negotiated 2016 Contract. At the January  
22 2016 Board meeting, she told the Board that she included the following changes for the  
23 benefit of the District:

- 24 • a provision permitting the District to terminate the 2016 without cause and a shorter  
25 30-day notice;
- 26 • a provision that would permit the District to withhold payments to GES should GES  
27 fail to pay an invoice from a District service; and
- 28 • several provisions increasing the insurance requirements of GES.

1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE UNFAIR COMPETITION LAW**  
3 **(UNLAWFUL AND/OR UNFAIR COMPETITION-against all defendants)**

4 **Defendants threaten a District resident with civil and criminal proceedings**

5 34. Plaintiff realleges and incorporates herein by reference each and every  
6 allegation contained in the paragraphs above.

7 35. One year after the Board of Directors approved the 2016 Contract—at the  
8 January 2017 Board meeting—GRACE was nominated by the District’s Chairperson to  
9 serve as a Budget Committee member for the District. A District resident questioned  
10 whether GRACE’s membership on the District’s Budget Committee violated California’s  
11 conflict of interest laws. The District’s attorney, David Hirsch of the Carmel & Naccasha law  
12 firm, advised the Board that his firm would look into the issue.

13 36. Before February 2017 Board meeting, the Board received a confidential  
14 memorandum from its attorney, Ms. Whitman, of the Carmel & Naccasha law firm. The  
15 subject of the memorandum was whether a conflict-of-interest issue existed with GRACE’s  
16 nomination onto the Budget Committee.

17 37. At the conclusion of the February 2017 Board meeting, the Board of Directors  
18 again discussed GRACE’s membership on the District’s Budget Committee. One director,  
19 Director John Russell, was concerned that each director could potentially be held  
20 personally liable. He also expressed concern of the recent criminal charges filed against a  
21 former vendor of the District, John Wallace, was for a similar issue. Director Russell  
22 requested that someone from the Fair Political Practices Commission (FPPC) make a  
23 presentation to the Board. Ms. Whitman noted that the FPPC could offer an advice letter to  
24 address the issue. But because GRACE’s involvement was not on the Board’s agenda, Ms.  
25 Whitman cautioned against further discussion at the February meeting. Taking Ms.  
26 Whitman’s advice, the Board directed GRACE to add his potential conflict-of-interest by  
27 participating on the Budget Committee as a business item at the next monthly meeting in  
28 March.

1           38. A few days after the February Board meeting, GRACE contacted the FPPC  
2 on his own. (A redacted copy of the e-mail communications between GRACE and the  
3 FPPC is attached as Exhibit B.) GRACE sought advice concerning not only his participation  
4 on the Budget Committee but of the potential conflict of interest raised in the 2016 Contract  
5 as well as a similar contract for services between GES and the Los Osos CSD. Plaintiff is  
6 informed and believes, and upon such information and belief alleges GRACE intentionally  
7 did not seek to write to the FPPC with the guidance of the District's counsel and never  
8 shared this e-mail communication with the District.

9           39. Before the Board of Directors meeting in March, the same District resident  
10 wrote to the District's chairperson. He criticized the District's job bidding process, stating  
11 the District was violating state laws. He was also critical of the broad scope of work GES  
12 performed for the District. Concerning GES, the District resident wrote:

13                   The Grace Environmental Services contract needs to [be] carefully  
14                   reviewed and potentially re-negotiated in line with the actual services  
15                   being performed.

16           40. Defendants privately responded to the District resident. In a letter dated  
17 March 9, 2017, a GES-retained attorney stated the resident's letter to the Board  
18 Chairperson was "defamatory," "libelous," and "a tortious interference with business  
19 relations." The attorney requested that the resident "act accordingly" as there were "actions  
20 seeking remedies for conduct such as that." (A redacted copy of Defendant's letter to the  
21 District's citizen is attached as Exhibit C.)

22           41. Defendants had the same attorney send another private letter to the resident  
23 one week later. In a second letter, GES's attorney addressed an incident that had taken  
24 place at the District's office on February 1, 2017. At that time, the resident was a newly  
25 appointed member of the District's Water Committee. He had visited the office because his  
26 prior telephone calls went unanswered and because he was concerned that GES staff had  
27 prepared the Water Committee's next agenda without consulting any member of the Water  
28 Committee. According to Defendants, however, he showed up at the office upset and was

1 asked to leave. In Defendants’ letter—written more than a month after the fact and after the  
2 first letter was sent—the resident was told that his future access to the office would limited  
3 to “momentary public business interactions.” He was also told that if the resident attempted  
4 to visit the District office for any other reason that it would “be dealt with as criminal  
5 behavior.” (A redacted copy of the second letter sent by Defendants’ attorney is attached  
6 as Exhibit D.)

7 42. One week after the second letter was sent, the Chairperson wrote to the  
8 resident, on District letterhead, responding to the resident’s letter himself. The letter  
9 contended the District’s bidding process was lawful. In his letter, he told the resident “I am  
10 concerned that your letter is a veiled [sic] attempt to deceive the Board and derail forward  
11 progress on community beneficial projects.” A redacted copy of this letter is attached as  
12 Exhibit E. Plaintiff is informed and believes, and upon such information and belief alleges  
13 Defendants used their managerial position to assist the Chairperson in the writing,  
14 formatting onto District letterhead, and mailing of the letter to the resident with a motive to  
15 prevent future criticism of the 2016 Contract or Defendants performance of managerial  
16 tasks, such as public procurement process.

17 43. Plaintiff alleges the three letters sent to this District resident constitute  
18 separate violations of the UCL. “Unfair competition” includes any unlawful, unfair, or  
19 fraudulent business act or practice. The “unlawful” prong of the statute includes any  
20 business act or practice that violates any statute, regulation, or rule. This prong of the UCL  
21 creates an independent cause of action when a business practice violates some other law.  
22 The letters were also unlawful—a manifestation of a business interest interfering with  
23 GRACE’s managerial responsibilities—violating, at a minimum, financial conflict of interest  
24 laws under Government Code section 81000, subpart (b), and section 87100; California  
25 Code of Regulations, title 2, sections 18700(b), 18707(b), and 18707.1(b); and the District’s  
26 Policy Handbook, policy number 1020 (adopting the conflict-of-interest code under section  
27 §81000 et seq. of the Government Code.) Furthermore, the three letters constitute unfair  
28

1 business acts because they interfered with the resident's California Constitutional right to  
2 scrutinize government action and seek redress from the government.

3 44. The resident that received the three letters was a senior citizen, as defined by  
4 Business and Professions Code Section 17206.1, subject to additional civil penalties. The  
5 issues in this cause of action are not barred by the statute of limitations as a matter of law  
6 because the parties entered into a tolling agreement beginning in November 2020.

7 **SECOND CAUSE OF ACTION**  
8 **VIOLATION OF THE UNFAIR COMPETITION LAW**  
9 **(FRAUDULENT BUSINESS ACT - against all defendants)**

10 **Defendants misled the District regarding its conflict-of-interest inquiry**

11 45. Plaintiff realleges and incorporates herein by reference each and every  
12 allegation contained in the paragraphs above.

13 46. Also in March 2017, GRACE communicated with FPPC attorney Jack  
14 Woodside regarding his request for advice. GRACE told the FPPC that his role as the  
15 General Manager with the District and as a member of the Budget Committee was  
16 ministerial in nature, that he had little discretionary authority in his positions. (A copy of the  
17 communication between GRACE and the FPPC is attached as Exhibit F.)

18 47. At April's Board meeting, GRACE denied communicating with the FPPC,  
19 telling the Board and public during his monthly report that it had been weeks from when he  
20 submitted his original request for advice and he still had not heard back from the FPPC:

21 Mr. Grace: As of last night, I don't have anything back from the FPPC. I checked  
22 my ... company PO box .... made sure I checked it last night before driving up  
23 here and there is nothing from the FPPC. But it could be in fact that they are not  
24 going to respond, it's been two months now...close to that, last I think...I made  
25 the request...I made the request after the issue was brought up in February and  
26 then March was about 30 days and this is about 60. And I think their website  
27 says they will respond within 21... [Turning his head, looking for confirmation,  
28 then to the District's attorney, Heather Whitman, for comment] Yeah.

29 Ms. Whitman: I don't know if that is "with advice" or just with "something" and you  
30 did get "something."

31 Mr. Grace: Yeah, "something," if you'll recall, they said they received a request  
32 and they may or may not respond. That was the "something."

1           48.     At May’s Board meeting, GRACE announced to the Board of Directors that he  
2 had finally heard back from the FPPC, stating that the FPPC had ultimately declined to  
3 provide an advice letter. A couple of the Directors questioned the denial letter and were left  
4 wondering how to determine whether a conflict-of-interest existed:

5           Mr. Grace: I understood it to be two-fold. Is it okay for me to be on the budget  
6 committee because I have a contract with the...CSD. And I think there is enough  
7 budget committee oversight, there is five people on it, and the rate is set by the  
8 board via contract, so it is... not even a number we look at too hard via the  
9 budget committee because it is already set per contract.

10           Dir. Russell: What’s strange to me from the FPPC is that they don’t want to talk  
11 about past practices they could just say what about the next meeting ‘Is it  
12 appropriate for me to be involved the next time the committee meets.’

13           Mr. Grace: Well I think if they say yes, then anything I have done wrong over the  
14 past ten years is now... is they could have made a false ruling.

15           Dir. Russell: I don’t understand this at all. Sounds like to me that they are trying  
16 to avoid this all together.

17           Mr. Grace: Maybe that is, I mean, I am just trying to portray what the letter  
18 expressed.

19           Chair Dan Williams: They don’t want to touch it, neither do we.

20           Mr. Grace: And then the other part was the General Manager part I think ... with  
21 John Wallace in the paper, on how that came up...so we asked both questions.

22           Director Ken Patel: So do we have an answer [inaudible] that you can sit on the  
23 budget committee or not...and if you can, then in what capacity?

24           Grace: They said they don’t respond...on issues that involve past practices.

25           Russell: They don’t want to get involved...

26           [Silence for a few seconds]

27           Grace: [Attempting to close the discussion and move onto the next issue] Item  
28 4....

Director Allan Fields: I am confident with having you on the Budget Committee...

Chair Williams: So am I.

Grace: Thank you.

49.     Plaintiff is informed and believes, and upon such information and belief  
alleges Defendants acts and omissions constitute fraudulent business acts under the UCL:

- GRACE communicated with the FPPC without the aid of the District’s attorney—a

1 common practice of public agency's—because he wanted to control what  
2 information was provided to the FPPC and the District about his responsibilities as a  
3 general manager and member of the District's Budget committee;

- 4 • GRACE failed to advise and share his communications with the FPPC because he  
5 was concerned how the District would react to his descriptions within the District to  
6 the Board;
- 7 • At the May 2017 Board meeting, GRACE failed to abstain from participating in  
8 discussions of whether the 2016 Contract violated conflict of interest laws. GRACE  
9 knew, or should have known, that if a legal opinion found the 2016 Contract violated  
10 California's conflict of interest laws, the District's Board would likely need to take  
11 action that would result in either a modification or termination of the 2016 Contract;
- 12 • At the May 2017 Board meeting, GRACE failed to list the FPPC's denial report as a  
13 business item on the Board's agenda. Instead, GRACE reported the denial of advice  
14 in his monthly General Manager's Report, and in doing so, prevented the Board a  
15 legal mechanism to take further action. As the acting General Manager, Grace had  
16 authority to list the matter as a business item, prepare a staff report that identified a  
17 potential solution, such as seeking legal advice from the District's attorney;
- 18 • At the May 2017 Board meeting, and in his communications with the FPPC, GRACE  
19 misled both agencies into believing that GES received a fixed-sum monthly payment  
20 from the District. But this statement was not true. The 2016 Contract has provisions  
21 within it providing mechanisms for GES to bill for sums exceeding the monthly  
22 payment. For example, the 2016 Contract provides for payment adjustments to be  
23 made when the scope of operations performed by GES changes. (Exhibit A, p. 6.)  
24 GES has at least twice sought payment from the District for extra GES-labor that  
25 exceeds the monthly "fixed-sum" the District pays to GES. (See Exhibit G; marked  
26 up copies of the District's July 2019 disbursement journal & corresponding GES  
27 invoice 1299; and the District's October 2020 marked-up disbursement journal &  
28 corresponding GES invoice 1393.)



1 **THIRD CAUSE OF ACTION**

2 **VIOLATION OF THE UNFAIR COMPETITION LAW**  
3 **(UNFAIR & FRAUDULENT BUSINESS ACT - against all defendants)**

4 **Defendants unfairly billed the District for weed removal costs**

5 50. Plaintiff realleges and incorporates herein by reference each and every  
6 allegation contained in the paragraphs above.

7 51. The 2016 Contract states GES is responsible for weed removal around the  
8 District's facilities. The Contract states:

9 "W. Weed Abatement. GES shall provide for Facility weed abatement."

10 (Exhibit A, p. 6.)

11 52. Under the 2016 Contract, "Facility" is a specially defined term. (See Exhibit A,  
12 p. 1.) The term "Facility" includes many of the District's facilities, including "local two-lane  
13 roads (less than 5 miles) maintained by the SSCSD." (See Exhibit A, p. 1.)

14 53. Beginning in 2018, GES began to submit weed abatement invoices from third-  
15 party vendors for the District to pay. The business practice began almost immediately after  
16 the District replaced its long-time bookkeeper with a new bookkeeper. In one of the first  
17 months the new bookkeeper prepared the District's disbursement journal, GES submitted  
18 an invoice for reimbursement that included two invoices previously paid by GES. One of the  
19 two invoices was nearly one year old. (See Exhibit H, District's March 2018 disbursement  
20 Journal.)

21 54. In the District's October 2018 disbursement journal, Defendants submitted  
22 another weed abatement invoice to the District's bookkeeper. At the October Board  
23 meeting, at the time when the Board was asked to approve the Disbursement Journal, a  
24 member of the public questioned the Board about the weed abatement invoice. The Board  
25 Chairperson did not know the answer. He turned to GRACE, and asked GRACE who was  
26 responsible for the weed abatement invoice. GRACE was seated at General Manager's  
27 position with the other public officials. The meeting transcription was as follows:

28

1           Public speaker: ...I thought...umm...Charlie's contract took care of all the  
2 weed...weed abatement in the District. I mean his contract. I'm not really sure but  
3 that is what I got out of the contract.

3           Chair Dan Williams:           Charlie, you want to speak to that?

4           Mr. Grace: We [GES] take care of the weed abatement that's around the  
5 facilities but not throughout the District at large. So around the waste water  
6 plant...around the... around the well site...around the reservoir.

6           Public speaker:           Ain't our roads part of the facilities?

7           Mr. Grace: No.

8           Public speaker:           No? I thought our roads were part of the facilities for the  
9 District?

9           Mr. Grace: [No response.]

10  
11           55.     After the October 2018 Board meeting, Defendants continued to submit weed  
12 abatement invoices for District roads to be included as part of the District's disbursement  
13 journal. Defendants have submitted approximately five weed abatement invoices that were  
14 paid by the District in a sum exceeding \$10,000.

15           56.     Plaintiff contends that Defendants' practice of interpreting the terms of the  
16 2016 Contract while sitting at meetings as the District's General Manager is an unfair  
17 practice under the UCL. Furthermore, Plaintiff alleges Defendants knew, or should have  
18 known, it was an unfair act under the UCL for GRACE to interpret this provision when the  
19 outcome of the decision would have a direct financial impact benefitting either GES or to  
20 the District. Finally, Plaintiff is informed and believes, and upon such information and belief  
21 alleges that GRACE's interpretation of the 2016 Contract was incorrect, and that he knew,  
22 or should of known that weed abatement costs included District roads, and as such,  
23 constitutes a fraudulent act under the UCL.

24           57.     Each of the approximate five invoices affected each of the District's  
25 approximate 209 rate payers. Plaintiff contends that this business practice was so  
26 egregious and contrary to a public agency's reliance upon public officials having an  
27 unqualified devotion to his public duty, that this business practice has resulted in over one  
28 thousand violations of the UCL.

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF UNFAIR COMPETITION LAW**  
3 **(UNFAIR BUSINESS ACT - against all defendants)**

4 **Defendants failed to obtain all the insurance it was required under the 2016 Contract**

5 58. Plaintiff realleges and incorporates herein by reference each and every  
6 allegation contained in the paragraphs above.

7 59. The 2016 Contract requires GES to obtain and maintain certain insurance  
8 coverage, including: worker's compensation, general liability, vehicle liability, and  
9 employer's liability insurances. (See Exhibit A, pp. 7 and 8.) At the time the 2016 Contract  
10 was approved by the District's board, the District's attorney, Heather Whitman, explained to  
11 the Board that she had negotiated for the District additional insurance coverage provisions  
12 that GES would be responsible for maintaining.

13 60. Plaintiff is informed and believes, and upon such information and belief  
14 alleges Ms. Whitman's negotiation on behalf of the District was part her implicit approval of  
15 the 2016 Contract for the Board to approve.

16 61. Plaintiff is informed and believes, and upon such information and belief  
17 alleges GES did not obtain the following insurance coverage as required under the terms of  
18 the 2016 Contract, including but not limited to:

- 19
- 20 • Coverage for GES's employee's criminal and fraudulent acts;
  - 21 • adding the District as a named additional insured to its auto liability;
  - 22 • ensuring GES's insurance policies would be primary over the District's  
23 insurance coverage;
  - 24 • adding a provision that would give the District notice should GES's insurance  
25 policies be cancelled, terminated, or changed.

26 62. Defendants' failure to acquire the requisite insurance coverage, as required  
27 under the 2016 Contract, constitutes an unfair business practice. The District was relying  
28 upon Defendants' managerial services to monitor and ensure adequate insurance  
coverage. Defendants knew, or should have known, Defendants' business practice saved

1 Defendants additional premium costs for the additional insurance and directly exposed the  
2 District to potential additional risk of loss that it sought and contracted for coverage.

3 63. Plaintiff alleges upon information and belief that each of bargained-for  
4 insurance requirements have been violated each and every day since the effective date of  
5 the 2016 Contract through at least June 1, 2021. As a result, Plaintiff contends a UCL  
6 violation occurred for each and every day for each of the provisions Defendants failed to  
7 acquire.

### 8 **FIFTH CAUSE OF ACTION**

#### 9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ.** 10 **(UNFAIR AND FRAUDULENT BUSINESS ACT - GRACE)**

#### 11 **GRACE misleads the public to believe he is the District's fulltime General Manager**

12 64. Plaintiff realleges and incorporates herein by reference each and every  
13 allegation contained in the paragraphs above.

14 65. The 2016 Contract provides that GES is to "furnish to SSCSD certain services  
15 for the management, maintenance, and operation" of the district's facilities. (Exhibit A, p. 1.)  
16 Under a section entitled "C. GES General Manager" GES warrants to the District GES shall  
17 appoint a "full-time manager of the FACILITY (the 'General Manager') who shall be  
18 experienced and proficient in the management and operation of a Special District...and the  
19 performance of the individual ...will have a material bearing on the quality of service  
20 provided...." (Exhibit A, p. 8.) This section then identifies the "initial General Manager" as  
21 GRACE. (Exhibit A, p. 8.)

22 66. GRACE has also held himself out to the public as the District's General  
23 Manager on many occasions and has omitted from providing the Board or public his true  
24 beliefs. Moreover, at Board of Directors meetings, GRACE sits with the other public officials  
25 at the dais. He has executed contracts as the District's General Manager.

26 67. GRACE, however, contends that he "himself is not now, nor has he ever  
27 been, SSCSD's General Manager as defined in the Communities Services District Law."  
28 GRACE views his role with the District less as its General Manager, but more as a "Facility

1 Manager” or “Operations Manager.” Accordingly, he does not see himself as the “highest  
2 level management appointee.”

3 68. Defendants contend that the 2016 Contract limits the scope of duties owed by  
4 GRACE as the General Manager. These limitations do not meet the responsibilities of a  
5 general manager under either CSD Law, or of the District’s policies, wherein its provides  
6 that its General Manager holds the top executive position. (See CSD Law, Gov. Code §  
7 61002, subpart (f); See also District Policy 3000, ‘Executive Officer,” wherein “The General  
8 Manager shall be the Executive Officer of the San Simeon Community Services District and  
9 for the Board of Directors.” [effective until May 2019, see similar language in District Policy  
10 No. 4.01 effective May 2019].)

11 69. Defendants contend that under the terms of the 2016 Contract, GRACE, as  
12 the General Manager, is not responsible for supervising the District’s finances or for  
13 implementing the policies of the board as defined responsibilities of GRACE as General  
14 Manager. These two responsibilities are responsibilities set forth of a general manager  
15 under CSD Law as well as in the District’s policies. (CSD Law, Gov. Code § 61051; see  
16 also District Policy 3300, Job Description – General Manager [prior 05/2019] and Policy No.  
17 5.01, [post 5/2019]<sup>1</sup>.)

18 70. Plaintiff is informed and believes, and upon such information and belief  
19 alleges GRACE is unfairly interpreting the managerial responsibilities under the 2016  
20 Contract and that he has fraudulently omitted from communicating to the District his  
21 interpretation. The limited responsibilities—as believed by GRACE—compared to the  
22 responsibilities of the General Manager position that is articulated under CSD Law and  
23 District policy are material.

24 71. Plaintiff alleges that a violation of the UCL was and is committed for each day,  
25

---

26 <sup>1</sup> Under District Policies in place through April 2019: District Policy 3300.13, “He/she seeks to carry the  
27 expressed policies of the Board of Directors...”; Policy 3300.15, “He/she shall prepare and manage the District  
28 budget, conducting studies, making oral and written presentations;” and updated May 2019 Policy 5.01 “The  
General Manager shall be responsible for all the following: the implementation of the policies established by  
the Board of Directors for the Operation of the District, the supervision of the District’s facilities and services,  
the supervision of the District’s finances.”

1 commencing March 10, 2017, the date that GRACE communicated to the FPPC that his  
2 function as General Manager was ministerial in nature. (see Exhibit F.)

3  
4 **SIXTH CAUSE OF ACTION**

5 **VIOLATION OF UNFAIR COMPETITION LAW**  
6 **(UNFAIR BUSINESS ACT – all Defendants)**

7 **GRACE unfairly accounts for the District’s facility maintenance costs**

8 72. Plaintiff realleges and incorporates herein by reference each and every  
9 allegation contained in the paragraphs above.

10 73. Under the 2016 Contract, GES is required to provide certain facility  
11 maintenance to the District. (See “Facility Maintenance,” Exhibit A, p. 3.)

12 74. But, under the 2016 Contract, GES’s financial responsibility in providing  
13 facility maintenance is limited to a maximum of \$40,000 per fiscal year. (See Exhibit A, p.  
14 3.) Those facility maintenance expenses which exceed \$40,000 per year are the obligation  
15 of the District. But when expenses fail to exceed \$40,000 per year, GES is required to  
16 either provide the District a rebate or “rollover” the balance onto the new year. (See Exhibit  
17 A, p. 3.)

18 75. Defendants account for the facility maintenance invoices the District receives  
19 through GES’s own account payables—not the District’s. GES has assigned a line-item  
20 number of “5535” for these facility maintenance expenses. In an e-mail message between  
21 GRACE to then-Director Mary Margaret McGuire, GRACE explained how GES administers  
22 and tracks the invoices it codes as facility maintenance invoices:

23 Subject: Maintenance fund report a.k.a 5535 Report

24 Mary Margaret,

25 Attached is the 5535 report from Grace Envio Accounts Payable. Per  
26 contract there is \$40,000 to spend on SSCSD maintenance each fiscal  
27 year. We keep track of those expenditures and provide a summary to the  
28 Board Chairperson each month.

(See Exhibit I.)

1           76. The 5535 report shows that Defendants credit the District \$3333.33 each  
2 month, representing one month's value of the \$40,000 annual limit. (See the 5535 report  
3 attached to the GRACE/McGuire e-mail, Exhibit I.)

4           77. The 5535 report also shows a short description of each transaction within the  
5 facility maintenance expense accounting, including a current balance. In his March 16,  
6 2020, e-mail to Director McGuire, GRACE explained to the director that at the date of his e-  
7 mail, the District owed GES \$3,200. But GRACE indicated that although the District was in  
8 the negative, that Defendants would be "working on the balance" and have it "even or in the  
9 positive" by the end of the fiscal year. (See Exhibit J.)

10           78. On March 20, 2020, four days after his original response, GRACE again e-  
11 mail messaged Director McGuire. He attached an updated copy of the GES 5535 report. It  
12 included an additional month's worth of invoices that GES had processed. GRACE wrote:

13           Attached is the 5535 report for the month of February. The maintenance  
14 fund continues to gain ground in that the fund is only \$1,513 negative  
15 compared to \$3,260 negative in January.

16           (See Exhibit J.)

17           79. Plaintiff alleges that Defendants accounting for the facility maintenance costs  
18 under the 2016 Contract is an unfair business practice because what constitutes an invoice  
19 that should be coded within the 5535 account is unclear and therefore discretionary in  
20 nature with a direct financial interest in the outcome for GES.

21           80. Plaintiff is informed and believes, and upon such information and belief  
22 alleges Defendants have improperly invoiced the District invoices as facility maintenance  
23 expenses. For example, under the terms of the 2016 Contract, the types of invoices that  
24 are defined as facility maintenance costs are all defined such as not to exceed \$2,500 in  
25 value. The 5535 Report shows many invoices that exceed \$2,500 in value, violating the  
26 definition terms of a facility maintenance expense under the 2016 Contract.

27           81. Plaintiff alleges upon information and belief that other invoices—invoices that  
28 are less than \$2,500—also should not have been coded to this account as they do not  
meet the definitional terms under the 2016 Contract. Finally, upon information and belief,

1 Plaintiff alleges Defendants have improperly passed onto to the District invoices that should  
2 have been paid by the District under the terms of the 2016 Contract. Each invoice that was  
3 improperly coded reflects a separate UCL violations, the exact number to be determined at  
4 trial.

5 82. Plaintiff alleges as an unfair business practice Defendants' limiting the  
6 public's access to the invoices coded by GES as facility maintenance. GES's business  
7 practice is to prepare a monthly summary to the Chairperson of the Board. (See Exhibit I.)  
8 Unlike the District's disbursement journal, which is published each month in the Board of  
9 Director's meeting packet and approved by the Board, the monthly 5535 report is omitted  
10 from publication, and is not presented to the Board for approval by the Board as is the  
11 disbursement journal. As a result, most board members and all members of the public are  
12 excluded from reviewing the line-item descriptions within the 5535 Report and are unable to  
13 scrutinize the District's spending within the account as they are able to do with items placed  
14 on the monthly disbursement journal. Plaintiff alleges that for each month that Defendants  
15 fail to publish the 5535 Report with the Disbursement journal is a separate UCL violation.

16 83. Defendants' have also rejected the public's review of the underlying invoices  
17 that GES codes to the 5535 account. Defendants have at least twice rejected public  
18 records requests for invoices coded to the 5535 account. In denying the requests, GES  
19 stated that it would not provide the record for disclosure because the invoices are not  
20 District records in which they control. Plaintiff alleges Defendants have denied producing  
21 hundreds of invoices based with the two public records request. As a result of Defendants'  
22 business practice, the public is unable to scrutinize as guaranteed in the California  
23 Constitution. Plaintiff alleges each invoice that was improperly kept from the public  
24 represents a separate violation of the UCL.

25 //

26 //

27 //

28 //



1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF THE UNFAIR COMPETITION LAW.**  
3 **(FRAUDULENT BUSINESS ACT – all Defendants)**

4 **Defendants wrote and published an article in the District’s newsletter that misled**  
5 **District ratepayers into believing the District lost the NFWF grant because false**  
6 **allegations made by the public.**

7 84. Plaintiff realleges and incorporates herein by reference each and every  
8 allegation contained in the paragraphs above.

9 85. In the Spring of 2020, the District had learned that it was tentatively awarded  
10 a \$125,000 grant from the National Fish and Wildlife Foundation (NFWF). The grant money  
11 was to assist the District in relocating its waste-water treatment plant away from the Pacific  
12 Ocean.

13 86. But on August 18, 2020, during its final review, the NFWF’s attorney, Daniel  
14 Strodel, wrote to the District, and requested additional information concerning six issues.  
15 (See Exhibit K.)

16 87. Defendants, along with third-party vendors Wood PLC, and Oliveira  
17 Consulting materially participated in preparing a response to the NFWF on behalf of the  
18 District.

19 88. On August 27, 2020, Defendants, on behalf of the District, responded to the  
20 NFWF. (See Exhibit K) The District’s final response, however, was drafted as if the District  
21 were responding to a public records response. (“This e-mail shall serve as a response to  
22 your public records [sic] dated August 18.”) As a result of this decision to treat the NFWF’s  
23 request as Public Records Act request, the Defendants and other team members failed to  
24 prepare written responses to some of the six identified issues it was asked to provide  
25 information.<sup>2</sup>

26 \_\_\_\_\_  
27 <sup>2</sup> One issue, for example, sought an explanation concerning whether the proximity of Chairperson Kellas’  
28 residence to the waste-water treatment was a conflict of interest. Instead of providing the NFWF with a written  
statement with information, Defendants, Wood PLC, and Oliveira Consulting stated that there were no  
documents responsive to the public record’s request, but directed Mr. Strodel to search for information by  
visiting and searching for documents on the District’s website.

1           89.    On October 23, 2020, Mr. Strodel wrote back to the District, stating the grant  
2 award valued at \$125,000 was rescinded. (See Exhibit L.) In his e-mail, Mr. Strodel stated  
3 that the District’s response to the NFWF’s to the six areas of concern had not been  
4 resolved by the District’s response. In addition to the lack of information provided in the  
5 District’s response, Mr. Strodel also noted, “Moreover, we [NFWF] have additional  
6 information that indicates that your organization was aware of the ineligibility of the project  
7 and continued forward in seeking the NFWF award.” (Exhibit L.)

8           90.    GES staff Courtney Upthegrove-Murguia sent Mr. Strodel’s e-mail message  
9 to GRACE, Wood PLC, and Oliveira Consulting. In the e-mail chain, Ms. Upthegrove-  
10 Murguia stated, “I would suggest that we review the guidelines referenced in his e-mail and  
11 see if there is any sort of reply/response that can be made to salvage the grant.” GRACE  
12 responded that “Grace Environmental will not be following up or trying to salvage the  
13 grant.” Jeff Oliveira, an Environmental Planner, stated that he agreed with GRACE and that  
14 “the NFWF guidelines were pretty clear on funding for projects required as conditions of  
15 approval for permitting (i.e., ‘mitigation’).” (See Exhibit L.)

16           91.    As a result of the NFWF rescission, Mr. Oliveira stated that the District would  
17 also lose the other \$125,000 in a matching grant from the Ocean Protective Council. (See  
18 Exhibit L.)

19           92.    On January 5, 2021, the District’s attorney, Jeffrey Minnery of the Adamski  
20 and Moroski law firm, sent a letter to Mr. Strodel, seeking to salvage the grant on behalf of  
21 the District. In his two-page letter, Mr. Minnery attempted to provide further information to  
22 the District’s original “public records” response. But in the last paragraph of his two-page  
23 letter, Mr. Minnery also sought information from the NFWF about “any false statements or  
24 information” it may have received because of the “seriousness of the allegation.” (See  
25 Exhibit M.)

26           93.    Plaintiff is informed and believes, and upon such information and belief  
27 alleges the District never received any “false statements or information” concerning the  
28 District’s grant application. Plaintiff alleges the communications between the District and

1 the NFWF establish the District's grant opportunity was lost primarily based upon the  
2 District's inadequate response as stated in Mr. Strodel's e-mail message. Hence, when the  
3 Defendants wrote, published, and delivered the District's newsletter, the allegations of  
4 "false information" was without factual basis. Defendants wrote and published a District  
5 newsletter without prior Board approval laying sole blame for the rescission of the grant  
6 opportunity on "false and misleading" information the NFWF received. The GES-written  
7 article read:

8 **National Fish and Wildlife Foundation Grant**

9 'Concerned' citizens contacted the National Fish and Wildlife Federation  
10 with false allegations of conflicts of interest and fraud, convincing the  
11 NFWF General Counsel that the SSCSD applied for the grant knowing  
12 that the SSCSD did not qualify. There is an exception to the grant  
13 qualifications that allowed the SSCSD to apply and the firm hired by the  
14 SSCSD stands in support of the grant application. A substantial portion of  
15 the \$125,000 grant was for a Coastal Hazard Response Plan (CHRP)  
16 mandated by the Coastal Commission which built on existing base line  
17 efforts. The actions by the community members, who continue to spread  
18 false information about the SSCSD, have resulted in a substantial loss for  
19 the District, which will now have to pay directly for the cost of the CHRP.

20 (See Exhibit N.)

21 94. Plaintiff alleges Defendants writing and distributing the January and February  
22 newsletter article on the NFWF grant was a fraudulent business act under the UCL.  
23 Defendants knew, or should have known, that the article would mislead anyone who read  
24 the article that the only reason the District had lost the grant was because of these alleged  
25 community members who "spread false information about the SSCSD." The true facts are  
26 that the grant was rescinded based upon the District's response to the NFWF, of which,  
27 Defendants had materially participated.

28 95. Plaintiff alleges the January & February 2021 newsletter was mailed by  
Defendants to each rate payer in the District, approximately 209 residents and businesses.  
Plaintiff alleges that the newsletter was published on the District's website and read by  
members of the public. Plaintiff alleges each publication to either rate payer or website  
visitor constitutes a separate violation of the UCL.

1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200 ET SEQ.**  
3 **(UNFAIR & UNLAWFUL BUSINESS ACT – all Defendants)**

4 **Defendants had their attorneys attend a District closed session meeting to influence**  
5 **the Board about the District Attorney’s investigation.**

6 96. Plaintiff realleges and incorporates herein by reference each and every  
7 allegation contained in the paragraphs above.

8 97. In November 2020, the District Attorney’s Office, the FPPC, and Defendants  
9 began an informal investigation concerning Defendants’ relationship with the District.  
10 During the informal investigation, issues were identified between the parties and  
11 information was exchanged through letters and other communications. Defendants were  
12 represented by attorneys. Upon information and belief, Plaintiff contends that the Board of  
13 Directors was not made privy to much of the investigation by the Defendants until a Special  
14 Board meeting was heard on April 22, 2021.

15 98. At the April 22, 2021, Special Board Meeting, Defendants were able to use its  
16 administrative influence to prepare a board agenda item with little information for the public  
17 to understand the “who, what, where, and when” of the “anticipated litigation.” The Board  
18 agenda provided the following business item for the Board:

19 **4. CLOSED SESSION - The Board will adjourn to Closed Session**  
20 **pursuant to Government Code Section 54956.9 (d)(2) to consider the**  
21 **following:**

22 **A. Conference with District Legal Counsel regarding anticipated litigation.**  
23 Number of cases: one (1)

24 99. Plaintiff alleges upon information and belief that Defendants prepared the  
25 agenda specifically so that the item was closed from the public. Defendants did not want  
26 the matter to be heard in an open setting. During the closed-session item, Defendants’  
27 attorneys made an appearance on behalf of Defendants to discuss the joint investigation in  
28 the closed-session meeting.



1 GES had secured several new grants for the District, including the NFWF grant. (See  
2 Exhibit O.)

3 106. Plaintiff alleges upon information and belief that Defendants wrote and  
4 caused the article to be published to increase GES's goodwill and to advertise GES's  
5 management services to the public.

6 107. The article contains statements Defendants knew, or should have known  
7 were untrue or misleading, including but not limited to:

- 8 • That GES had secured a grant from the NFWF for 125,000;
- 9 • That GES had secured a matching funds of \$125,000 from the Ocean  
10 Protection Council;
- 11 • That GES's efforts in preparing the grant application were the material  
12 reason NFWF and the Ocean Protection Council had awarded the  
13 grant to the District.

14 108. The statements were false because the NFWF had rescinded its grant offer to  
15 the District prior to the NFWF executing and returning a fully executed contract back to  
16 Defendants. Although defendants published the article before the NFWF rescinded the  
17 grant application, Defendants knew, or should have known, that a contract to provide grant  
18 funds is not binding until the District had received a fully executed (both parties' signatures)  
19 on the contract. Furthermore, it was Wood PLC that was contracted by the District to  
20 prepare and advise in the two grant applications, not GES or Oliveira Consulting.

21 109. Plaintiff alleges that the article was published and read by the public in an  
22 amount to be determined at trial. Plaintiff alleges each "click" constitutes a separate  
23 violation of the FAL.

### 24 **PRAYER**

25 WHEREFORE, Plaintiff prays for the following relief:

26 1. For a preliminary and permanent injunction enjoining Defendants, and each of  
27 them, and their agents, lessees, tenants, employees, representatives, successors in  
28 interest, and all persons acting under, in concert with or for them from conducting or  
permitting others from engaging in or performing, directly or indirectly, any and all of the

1 following acts:

2           A.     Any of the unfair, unlawful, and fraudulent acts of unfair competition set  
3 forth in the First through Eighth causes of action of this Complaint, as well as any other  
4 violations of the Business and Professions Code, section 17200 et seq.

5           B.     Any of the untrue or misleading statements set forth in the Ninth  
6 Cause of Action of this Complaint, as well as any other violations of the Business and  
7 Professions Code, section 17500 et seq.

8           2.     For violations of the First through Ninth Causes of Action, that Defendants be  
9 assessed a civil penalty of penalty of TWO THOUSAND FIVE HUNDRED DOLLARS  
10 (\$2,500.00), for each act of unfair competition, in an amount according to proof, pursuant to  
11 Business and Professions Code, section 17206.

12           3.     For violations of the Ninth Cause of Action (untrue or misleading statements),  
13 that Defendants be assessed a civil penalty of TWO THOUSAND FIVE HUNDRED  
14 DOLLARS (\$2,500.00), for each published statement, in an amount according to proof,  
15 pursuant to Business and Professions Code, section 17536.

16           4.     For investigative, enforcement, and litigation costs incurred by both the  
17 Plaintiff and the investigating agencies.

18           5.     For such other and further relief to the Plaintiff and investigating agencies as  
19 the nature of the case may require and that the court deems proper to fully dissipate the  
20 effects of the unlawful and unfair acts complained of herein.

21 Dated: September 28, 2021

Respectfully submitted,

22  
23 DAN DOW  
DISTRICT ATTORNEY

24  
25 

26  
27 By: Kenneth Jorgensen  
Deputy District Attorney

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# EXHIBIT A



## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services AGREEMENT (“AGREEMENT”) is entered into as of the 20<sup>th</sup> day of January, 2016 (“Commencement Date”) by and between San Simeon Community Services District (“SSCSD”) and Grace Environmental Services, LLC, a California limited liability corporation (“GES”).

### **I. RECITALS**

The SSCSD owns and has all applicable permits for:

- (a) a wastewater collection and treatment system located in and around San Simeon, CA, generally consisting of less than 5 miles of sewer lines, headworks, biological wastewater treatment, disinfection, effluent disposal via ocean outfall, and related equipment; and
- (b) a water supply, storage, and distribution system located in and around San Simeon, generally consisting of 2 wells, 1 emergency well, 1 storage tank, up to 250 connections, less than 5 miles of distribution lines, and related equipment; and
- (c) local two-lane roads (less than 5 miles) maintained by the SSCSD; and
- (d) a street lighting system with approximately 50 active streetlights; and
- (e) the District office building.

The foregoing shall be collectively known and referred to hereinafter as “FACILITY”. The SSCSD affirms that all such facilities (“FACILITY”) are built in accordance with all applicable local, state and federal regulations and that FACILITY is in compliance with applicable, state and federal regulation, does not contain any known regulatory violations or defective equipment, and is suitable and adequate for the reasonable needs of its present and expected future operations.

### **II. STATEMENT OF PURPOSE**

This AGREEMENT provides for GES to furnish to SSCSD certain services for the management, maintenance and operation of FACILITY, and to receive compensation from SSCSD for those services rendered in accordance with the below presented terms and conditions.

### **III. TERM OF AGREEMENT**

This AGREEMENT shall remain in effect from the Commencement Date for a Five (5) year period, subject to the right of either party to terminate as set forth in Article VIII. This AGREEMENT shall automatically extend for an additional period of two (2) years unless notice to cancel is received sixty (60) days prior to AGREEMENT termination.

### **IV. SCOPE OF SERVICES**

Unless otherwise specifically stated, all direct operational costs for the below listed operation and maintenance services are included in GES's costs and included as part of the base AGREEMENT price.

- A. Scope. GES shall furnish all necessary labor, materials, equipment, and supplies necessary for the management, operations and maintenance of the FACILITY. This shall include the day-to-day physical tasks of operating the FACILITY, performing routine water and wastewater quality monitoring, physically performing the routine maintenance of the FACILITY, and maintaining the daily operational records of the FACILITY.
- B. Definitions. For the purposes of this AGREEMENT the following definitions shall apply:
1. "Preventive Maintenance" shall mean periodic scheduled maintenance including valve exercising and line flushing.
  2. "Corrective Maintenance or Repair" shall mean any non-preventive maintenance or repair of the machinery, equipment, structures or improvements constituting a part of the FACILITY and having a cost (excluding overhead, profit and all costs associated with the labor of GES or its employees, agents or subcontractors), up to two thousand five hundred dollars (\$2,500.00).
  3. "Capital Maintenance, Repairs, or Replacements" shall mean means any renewal, repair or replacement of the machinery, equipment, structures or improvements constituting a part of the FACILITY and having a cost (excluding overhead, profit and all costs associated with the labor of GES or its employees, agents or subcontractors) equal to or greater than two thousand five hundred dollars (\$2,500.00).
  4. "Change in the Scope of Services" means those events or services which either change the basis of cost or add additional scope to the services provided in this AGREEMENT. Any change in scope increasing the cost to GES shall result in an increase in cost to SSCSD.

- C. Facility Maintenance. To the limit of \$40,000 annually, GES shall provide Preventive and Corrective Maintenance or Repairs for FACILITY, consistent with good preventive maintenance practice or manufacturer's specifications. GES employees' on-site labor cost shall not be included when calculating such annual FACILITY maintenance amounts. GES shall not add any markup, such as for profit or overhead, to the costs for outside contractors it uses for Preventive or Corrective Maintenance or Repair work herein. SSCSD shall be responsible for and pay all Capital Maintenance, Repair and Replacement costs as defined above.
- D. Facility Maintenance Rebates. If, in any fiscal year, the above limit is not exceeded, GES will, at SSCSD's option: (a) rebate to SSCSD, within sixty (60) days of the end of said year, the difference between such annual limit and the amount expended by GES, or (b) add the difference to the subsequent year's maintenance fund. SSCSD shall be responsible for and pay all Preventive and Corrective Maintenance or Repair costs exceeding said annual limit, but GES shall not make said excess expenditures without SSCSD's approval. SSCSD shall not unreasonably withhold such approval.
- E. Payment of Expenses. All vendors and subcontractors retained by GES to assist GES in providing FACILITY management, maintenance and operation, will be timely paid by GES. Should GES fail to timely pay such invoices, SSCSD may, but is not required to, pay the invoices and withhold such payments from GES' monthly compensation.
- F. Repairs Accounting. GES shall on a monthly basis provide SSCSD with copies of all repairs provided pursuant to this AGREEMENT.
- G. Emergency Maintenance. GES shall have the right to make reasonable emergency capital expenditures up to two thousand five hundred dollars (\$2,500.00) with the approval from one of the Board of Directors if: (a) SSCSD is not available for prior approval of such action; and (b) if such expenditures are necessary to continue operation of FACILITY in order to provide for public safety and environmental protection; and (c) GES notifies SSCSD as soon as reasonably possible of its actions. SSCSD shall reimburse GES within forty five (45) days of such expenditure by GES.
- H. Operational Testing. Sample collection and analyses required for governmental reporting on FACILITY as of the effective date of this AGREEMENT shall be performed by GES, which shall be included in the AGREEMENT price.
- I. Chemical and Materials Inventory. GES shall purchase and maintain an inventory of chemicals routinely used in the operation of FACILITY. Chemical inventories shall be stored at the site in compliance with OSHA and in quantities sufficient for the continuous operation of FACILITY.
- J. Sludge Disposal. SSCSD shall retain ownership of all FACILITY water and wastewater

sludge and byproducts; GES shall dispose of same in a manner approved by State of California regulatory agencies. GES's price herein includes the cost of disposing of wastewater sludge. Any change in that method, quantity, or its cost caused solely by third parties shall be a change of scope and cause for a price adjustment.

- K. Electricity. The parties acknowledge that the total electrical costs for SSCSD from August 2014 through August 2015 were \$68,216. GES agrees to pay the electrical cost of the SSCSD up to an amount of \$66,000 per fiscal year. Any overage shall be paid for by the SSCSD. If at the end of the fiscal year the electrical cost to the SSCSD is less than \$66,000, GES will rebate the client the difference.
- L. SSCSD Interaction. Representatives of GES shall attend scheduled meetings by SSCSD where the scope of its services is involved, as reasonably requested. GES shall respond to scope related correspondence and/or inquiries from SSCSD in a prompt and professional manner.
- M. Staffing. GES shall staff the FACILITY eight (8) hours per day, five (5) days per week. Staffing shall be reviewed and approved by SSCSD. GES shall respond to after-hours emergency calls for service within sixty (60) minutes. GES shall provide weekend and holiday coverage as necessary for permit compliance.
- N. Emergency Response. GES shall respond to emergency calls regarding FACILITY within sixty (60) minutes from the time of notification. GES shall respond to such calls twenty-four (24) hours per day, seven (7) days per week. Such emergency response calls are included in GES's price for services listed herein.
- O. General Management. GES further agrees to provide, on behalf of the SSCSD, the following services associated with the District General Manager / Administrator positions:
- 1) Maintaining District files, Board Ordinances, Resolutions and Minutes
  - 2) District customer billing and collection
  - 3) Preparation and mailing of customers' water bills
  - 4) Depositing of collected funds
  - 5) Maintaining records of deposits for auditing
  - 6) Respond to customer inquiries
  - 7) Coordinate with the District's accountant
  - 8) Process accounts receivable, accounts payable and aged receivables
  - 9) Attend Board of Director meetings and Sub-Committee meetings
  - 10) Prepare and post Board packets and prepare minutes of meetings
  - 11) Respond to records request
  - 12) Participate in annual budget preparation with District's Budget Sub-Committee
  - 13) Prepare and distribute quarterly newsletter

- 14) Staff and operate the District office. Schedule regular hours, answer telephones, respond to mail
  - 15) Oversee the maintenance of District's permits and licenses as required by regulatory agencies
- P. Reports. GES shall promptly prepare and submit regular monthly and/or yearly compliance reports as may be required by the Regional Water Quality Control Board, or any other local, state, or federal agency having jurisdiction over FACILITY. All regulatory reports shall be approved and signed by the operator of record. Copies of all regulatory reports and communications (if such are required) shall be sent to SSCSD each month and made available at the District Office for review.
- Q. Water Customer Service. GES shall perform meter readings for FACILITY and supply the data to SSCSD. GES's base AGREEMENT price includes reading the meters for up to two hundred and fifty (250) connections on a scheduled monthly basis. Should connections exceed 250, GES shall receive an additional \$250 per meter.
- R. Turn-on and Turn-off Services. As necessary, GES shall perform turn-on and turn-off services directly related to the proper care and maintenance of the FACILITY. The AGREEMENT price includes all turn-on and/or turn-off service up to twenty four (24) meters per year. GES shall receive \$250 per meter when the number of turn-on/turn-off services GES performed is more than twenty four (24) per year.
- S. Billing and Collection. GES shall bill each SSCSD customer for water in accordance with SSCSD's then current Rate Structure and for sewer services in accordance with SSCSD's current rate. GES shall deposit all money received for both water and sewer into an account at a bank or other qualified depository designated by SSCSD. GES shall provide these services out of the San Simeon Community Services District Office, and all inquiries, communications and services shall be provided from/to that point. Normal and reasonable response to account inquiries by SSCSD customers to the Billing and Collection staff are included in the fee. The billing and collection duties of GES in this AGREEMENT include the following:
- 1) Initiating service orders for billing-related fieldwork.
  - 2) Proofing deposits and refunds prior to distribution.
  - 3) Preparing, printing, and mailing accurate bills on time.
  - 4) Maintaining and preparing aged receivables for SSCSD for resolution according to SSCSD's policy or Board directives.
  - 5) Researching and responding to customer inquiries and,
  - 6) Working with SSCSD's accountant for maintenance of the SSCSD's books.
- T. Sewer Collection Calls. GES shall promptly respond to all collection system call-out to assess initial GES, SSCSD or property owner responsibility. If the problem is a clearable blockage within the SSCSD's sanitary sewer lines and not within property owner's

line(s), GES shall clear the sewer blockage. If the blockage cannot be cleared using available equipment, GES's on-scene coordinator shall exercise best professional judgment to contact a subcontractor or to rent necessary and appropriate equipment for use by GES personnel. The SSCSD shall be billed the direct costs for any third party costs to clear blockages to its sanitary sewer lines, and repair.

- U. Sewer Collection Cleaning. The collection system shall be cleaned approximately 50% each year. SSCSD shall provide the necessary water for sewer line cleaning at no cost to GES. During the annual line cleaning, GES shall inspect and report on manholes, noting where repairs are needed.
- V. Street Sweeping and flushing. GES shall provide semi-annual street sweeping and regular system flushing through fire hydrants and exercising of all system valves.
- W. Weed Abatement. GES shall provide for Facility weed abatement.

## **V. THE SSCSD'S RESPONSIBILITIES**

- A. Payment. SSCSD shall pay to GES compensation for the services specifically described herein the lump sum payment of \$48,948 per month. Payment is due on the second Wednesday of the month that service is to be rendered. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is less. Interest shall accrue from the last day of the month following the date of invoice until the payment is received by GES. SSCSD is responsible for all "Capital Maintenance, Repairs, or Replacements".
- B. General Provision for Adjustments. If any changes in the scope of operations under this AGREEMENT should occur, including, but not limited to, changes in government regulations, reporting requirements and water supply conditions or standards that change the cost of contract operations, at no fault of GES, GES shall receive from SSCSD an AGREEMENT compensation adjustment for the additional scope. Such compensation adjustment shall be negotiated in good faith by SSCSD and GES within sixty (60) days of receiving such request.
- C. Annual Adjustment. At the start of each new SSCSD fiscal year (July 1 through June 30), the monthly invoiced amount shall increase by the most recent July Consumer Price Index as published by the U.S. Bureau of Labor Statistics (CPI-U) for the Los Angeles-Riverside-Orange Co. (CA) Region.
- D. Licenses. SSCSD shall remain the named licensee on any and all licenses that may be required, shall pay for all costs, and shall meet all regulatory requirements not specifically assumed herein by GES as its responsibility.

- E. Permits. SSCSD shall remain the named permittee on any and all permits that may be required, shall pay for all costs, and shall meet all regulatory requirements not specifically assumed herein by GES as its responsibility.
- F. Record Drawings and Data. SSCSD shall provide GES with the available set of record drawings of FACILITY upon commencement of the AGREEMENT. GES shall maintain these drawings in a manner which allows their efficient and effective use in solving system problems. Both parties agree that operating data from the FACILITY is and remains the property of SSCSD.
- G. Equipment. SSCSD shall provide its equipment onsite for use in the operation and maintenance of FACILITY at no cost to GES. GES shall maintain said equipment and use it with reasonable care, according to manufacturer's recommendation.
- H. Accounting. SSCSD shall provide for all bookkeeping, accounting, and audit services not otherwise provided by GES herein.
- I. Capital Cost. SSCSD is responsible for paying for all "Capital Maintenance, Repairs, or Replacements", as defined above, for the project.

## VI. INSURANCE

- A. Following execution of this AGREEMENT, GES shall have its insurance carrier(s) issue direct to SSCSD certificates of insurance for the following coverage:
  - 1. Worker's Compensation as prescribed by law;
  - 2. Comprehensive General Liability, including umbrella coverage of \$2,000,000;
  - 3. Vehicle Liability Coverage (for bodily injury and property damage, combined single limit) of not less than \$1,000,000;
  - 4. Employer's Liability (covers criminal or fraudulent acts of employees) of \$2,000,000.
- B. GES affirms that above referenced insurance shall be maintained in force throughout the term of this AGREEMENT.
- C. The insurance provided by GES will be primary and noncontributory.
- D. SSCSD, its Board members, agents and attorneys, must be named as additional insureds

under the General Liability, Vehicle Liability and Employer's Liability policies.

- E. Each insurance policy required by this AGREEMENT must contain a provision that no termination, cancellation or change of coverage can be made without thirty (30) days' notice to SSCSD.
- F. Insurance required by this AGREEMENT will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better.

## VII. GUARANTEES, INDEMNITY AND LIMITATIONS

- A. Standard of Skill. GES affirms that GES staff is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this AGREEMENT. SSCSD relies upon the skill of GES staff to do and perform such work in a skillful manner. The acceptance of GES's work by the SSCSD shall not operate as a release of GES from such standard of care and workmanship.
- B. Certified Personnel. GES affirms that FACILITY shall be operated under the supervision of personnel who possess valid and current water operator certification as and if required by the State of California and shall provide uninterrupted, safe, timely professional and reliable management of the FACILITY in a cost effective and businesslike manner and in accordance with this AGREEMENT.
- C. GES General Manager. GES shall appoint a full-time manager of the FACILITY (the "General Manager") who shall be experienced and proficient in the management and operation of a Special District including water and wastewater treatment systems comparable to the FACILITY and be otherwise appropriately certified under Applicable Law. GES acknowledges that the performance of the individual serving from time to time as the General Manager will have a material bearing on the quality of service provided hereunder, and that effective cooperation between the SSCSD and the General Manager will be essential to effectuating the intent and purposes of this AGREEMENT. Accordingly, not fewer than sixty (60) days prior to the date on which any candidate for General Manager from time to time during the Term is proposed by GES to assume managerial responsibility for the Facility, GES shall: (1) provide SSCSD with a comprehensive resume of the candidate's licenses, training, experience, skills and approach to management and customer relations; and (2) afford the SSCSD an opportunity to interview the candidate with respect to such matters. The SSCSD shall have the right within thirty (30) days following such interview to disapprove the hiring of the proposed candidate, which right of disapproval shall not be exercised unreasonably. The initial General Manager, Charles Grace, shall not be replaced, unless otherwise



approved by the SSCSD in its sole discretion, for a period of two years after the Commencement Date absent retirement, death, disability, resignation or cessation of employment with GES

- D. Safety Requirement. GES affirms that all work under this AGREEMENT shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA with respect to all matters within GES's responsibility and control.
- E. Guarantees. GES shall use generally accepted business practices to procure materials and replacement equipment. GES shall not be responsible to SSCSD for any guaranty in connection with such materials or replacement equipment. GES shall assert reasonable efforts to obtain the normal guaranties applicable in the particular industry manufacturing such materials or replacement equipment, and shall assign same to SSCSD.
- F. Damage to FACILITY. GES shall not be required to repair any portion of FACILITY damaged due to flood, fire, explosion, riot, revolution, civil disturbance, war, or other acts of God or any other cause whatsoever beyond the control of GES or due to the acts or omissions of any other entity or person(s) other than GES, its employees, agents, representatives, or subcontractors. GES agrees to notify SSCSD of such damage, both orally and in writing, as soon as possible after the occurrence of the above crises or acts.
- G. Ownership. Each and every report, draft, work product, map, record and other document reproduced, prepared, or caused to be prepared by GES pursuant to the business of the SSCSD shall be the exclusive property of the SSCSD.
- H. Indemnity. GES hereby agrees to indemnify and hold harmless SSCSD, its Board members, agents, servants, and attorneys, from any liability for damages or claims for personal injury (including death) or for property damages which directly arise from its willful or negligent operations under this AGREEMENT, whether such operations be conducted by GES or any of its employees, agents or subcontractors. GES shall not be liable to SSCSD and SSCSD shall indemnify and hold harmless GES, its officers, supervisors, employees, agents and representatives from any claim, loss, liability, damage, injury, or expense, including attorney's fees which arise from any cause other than intentional, willful, or negligent operations of GES or any of its employees, agents or subcontractors.
- I. Force Majeure. GES shall not be deemed to be in default if performance of the obligations required by this AGREEMENT is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, strike, accident, civil commotion, epidemic, act of government, its agencies or offices, or any other cause beyond the control of the parties ("Force Majeure"). Upon occurrence of any such event, GES shall operate FACILITY on a "best reasonable effort" basis and shall not be responsible for damages, fines, penalties, or claims resulting therefrom. If any additional expense is

incurred by GES in such operation, those expenses shall be reimbursed to GES by SSCSD.

- J. Prior Experience. GES has trained personnel who shall be assigned to perform the Services required under this AGREEMENT, and such GES personnel have experience operating and maintaining facilities similar to the FACILITY in accordance with Prudent Industry Practices. GES has planned and budgeted for providing experienced personnel that shall be available to ensure compliance with this AGREEMENT.
- K. Fines and Penalties. GES shall pay any and all fines or penalties against SSCSD as a result of actions taken by the California Department of Health, Regional Water Quality Control Board or U.S. EPA arising from the negligent operation of the FACILITY. In other cases beyond GES' control, such as, force majeure, SSCSD shall be responsible for paying any and all fines and penalties levied by the California Department of Health, Regional Water Quality Control Board or U.S.EPA or other organization.
- L. Independent Contractor. GES is retained and employed by SSCSD only to the extent set forth in this AGREEMENT, and GES' and all of its employees', agents' and subcontractors' relationship to the SSCSD is that of independent contractor.
- M. Invalid Provisions. The parties agree that in the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity thereof shall in no way affect any other provision in this AGREEMENT unless it materially affects either SSCSD or GES in their respective rights and obligation hereunder.
- N. Interest of GES. GES covenants that it presently has no interest, (and shall not acquire any such interest without prompt notification to SSCSD), direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. GES further covenants that, in the performance of this AGREEMENT, no subcontractor or person having such an interest shall be employed. GES certifies that no one who has or shall have any financial interest under this AGREEMENT is an officer or employee of SSCSD, respectively. It is expressly agreed that, in the performance of the services hereunder, GES shall at all times be deemed an independent contractor and not an agent or employee of SSCSD, respectively.

## **VIII. TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this AGREEMENT, SSCSD may terminate this AGREEMENT, at any time, without cause by giving at least thirty (30) days prior written notice to GES.
- B. If either party fails to perform any term, covenant or condition in this AGREEMENT and

that failure continues for fifteen (15) calendar days after the non-defaulting party gives the defaulting party written notice of the failure to perform, this AGREEMENT may be terminated for cause.

- C. In the event of termination, SSCSD shall pay GES compensation pursuant to this AGREEMENT up to the date of termination (pro-rated for less than a full month, if necessary) and any unpaid expenses incurred by GES pursuant to this AGREEMENT.

## **IX. MISCELLANEOUS**

- A. Integration; Amendment. This AGREEMENT represents the entire understanding of SSCSD and GES as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this AGREEMENT. The AGREEMENT may not be modified or altered except in writing signed by both parties.
- B. Assignability. This AGREEMENT shall not be assigned by either party without the prior written consent of the other.
- C. Flow rate. Both parties agree that this AGREEMENT is based on FACILITY; (a) treating an annual average of 100,000 gal/day, 200 lbs/day BOD<sub>5</sub> and 250 lbs/day TSS<sub>5</sub> at the wastewater treatment plant and (b) treating and supplying an annual average of 100,000 gal/day of potable water. Should the actual flows or loadings treated change from any of these levels by more than ten percent (10%) the price differential for such operation shall be agreed to by the parties per the General Provision for Adjustment within Section V. of this AGREEMENT.
- D. Attorney fees. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this AGREEMENT, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.
- E. Notice. Such notice as required under this AGREEMENT shall be in writing and shall be sent by certified or registered mail, return receipt requested, overnight courier, or personal delivery to the intended party's address of record. Notice shall be deemed to have been given when the notice was mailed to the following addresses of record:

**GES**

Grace Environmental Services, LLC.  
2060 E. Avenida De Los Arboles  
Thousand Oaks CA. 91362

**SSCSD**

San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

- F. Governing Law; Jurisdiction. This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in San Luis Obispo County, California.
- G. Severability. If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.
- H. Waiver of Breach. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

In witness whereof, GES and SSCSD have caused this AGREEMENT to be executed by their duly authorized officers.

**FOR SSCSD**

San Simeon Community Services District

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

**FOR GES**

Grace Environmental Services, LLC.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

**GES**

Grace Environmental Services, LLC.  
2060 E. Avenida De Los Arboles  
Thousand Oaks CA. 91362

**SSCSD**

San Simeon Community Services District  
111 Pico Avenue  
San Simeon, CA 93452

- F. Governing Law; Jurisdiction. This AGREEMENT will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the AGREEMENT will be in San Luis Obispo County, California.
- G. Severability. If any part of this AGREEMENT is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the AGREEMENT will remain in full force and effect.
- H. Waiver of Breach. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this AGREEMENT.

In witness whereof, GES and SSCSD have caused this AGREEMENT to be executed by their duly authorized officers.

**FOR SSCSD**

San Simeon Community Services District

RALPH N. McADAMS JR  
Name

[Signature]  
Signature

DATE: 1-20-16

**FOR GES**

Grace Environmental Services, LLC.

Charles Grace  
Name

[Signature]  
Signature

DATE: 1/20/2016

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# EXHIBIT B

## Amanda Apostol

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**From:** Advice  
**Sent:** Friday, February 10, 2017 3:57 PM  
**To:** John Wallace  
**Subject:** FW: Contract General Manager Position

John,

Here is a requestor that would like formal written advice. Thanks.

Jack

---

**From:** Grace enviro [mailto: [REDACTED]]  
**Sent:** Friday, February 10, 2017 3:26 PM  
**To:** Advice <Advice@fppc.ca.gov>  
**Subject:** Re: Contract General Manager Position

Yes that is how I wish to proceed.

Thank you,

Charles Grace  
GES  
[REDACTED]

On Feb 10, 2017, at 2:23 PM, Advice <[Advice@fppc.ca.gov](mailto:Advice@fppc.ca.gov)> wrote:

Mr. Grace,

Your request for advice contains issues that potentially implicate the conflict of interest provisions under the Political Reform Act and Government Code section 1090. Those issues will need more thorough analysis than we provide by email and likely more facts from you. We can convert your request to one for formal written advice should you desire. Note that written advice has a 21-day turnaround period. Please reply to this email if that is how you wish to proceed. Thank you.

**From:** Charles Grace [mailto: [REDACTED]]  
**Sent:** Friday, February 10, 2017 1:25 PM  
**To:** Advice <[Advice@fppc.ca.gov](mailto:Advice@fppc.ca.gov)>  
**Subject:** Contract General Manager Position

Advice,

I am the owner of a small business and in part we provide General Manager services to two Community Services Districts and report to the Board of Directors for each District. We have a fixed price contract with each District.

In providing the General Manager services we primarily oversee day to day activities such as billing and collection, board packet preparation and utilities operations. When additional services

are necessary such as engineering, or maintenance that work is performed by other providers not associated with our company. Is there a conflict of interest with this arrangement?

Also, at one of the Districts I sit on the Budget Committee to assist in the preparation of the annual budget. Once a draft budget is prepared it is then reviewed by the Board of Directors in draft format and ultimately approved by the Board after any necessary changes and or corrections. Given that my companies contract is fixed and the CSDs line item budget number is held to the contract value we have not considered my effort to be a conflict of interest. Is the interpretation correct?

Sincerely;

Charles Grace



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# EXHIBIT C

Law Offices of Dionisio Costales  
P.O Box 926 Simi Valley, California 93062

Don Costales, Esq.  
Attorney at Law

Telephone 805.404.0968  
[donlaw4u@gmail.com](mailto:donlaw4u@gmail.com)

March 9, 2017

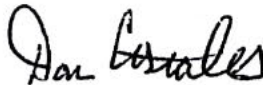
I am writing on behalf of my client Grace Environmental Services. To wit it has come to our attention you delivered certain written communication to the San Simeon Community Services District Board, specifically addressed to its chair Dan Williams. These communications consisted of an email message and attached letter, both dated March 3, 2017.

These communications have leveled accusations of a defamatory nature at Grace Environmental Services. In addition, your action in delivering these messages is a tortious interference with business relations. This letter shall provide notice, should you not refrain from any such communication in the future, you will leave us no choice but to proceed against you seeking any and all available remedies at law and in equity.

While it is true you have couched the attack on Grace Environmental Services in language purporting to be that of a concerned citizen, it is unmistakably an attack attempting to show my client has in some way acted inappropriately. It is our understanding you have regularly attended public Board meetings and have availed yourself of that forum to provide your input on matters affecting the community of San Simeon. However, when you chose to publish, in writing, the accusations contained in the subject messages, you crossed the line into libelous conduct.

Actions seeking remedies for conduct such as that which you have demonstrated are available. We hope this type of action would not become necessary. Please act accordingly and refrain from any further communications such as discussed above.

Very Truly Yours,



Don Costales

Cc: Grace Environmental Services

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# EXHIBIT D

Law Offices of Dionisio Costales  
P.O Box 926 Simi Valley, California 93062

Don Costales, Esq.  
Attorney at Law

Telephone 805.404.0968  
[donlaw4u@gmail.com](mailto:donlaw4u@gmail.com)

March 16, 2017

Mr. [REDACTED]

I am again writing on behalf of my client Grace Environmental Services. There have been reported multiple instances in which you have appeared in person at the offices of my client and acted inappropriately. These incidents have involved visits by you during and after business hours. Most recently, upon arriving late, you have demanded service from my client's staff. After staff has made all possible attempts to accommodate your demands on these occasions, you have gone on to express your dissatisfaction and have refused to leave when asked to do so. The most recent of these intrusions came to the point where it was very nearly necessary that staff call law enforcement to have you forcibly removed from the premises. Fortunately that was avoided. Needless to say however, your conduct placed the staff in imminent fear for their personal safety.

This will serve to advise you this type of conduct will not be tolerated. Normal facilities in which government functions are carried out include security measures to address any conflicts such as those you have caused. However, the limited nature of the San Simeon Community Services District does not make such security available to cover the subject offices. Therefore, in light of the incidents described above, you will only be permitted to enter the office space operated by my client for momentary public business interactions such as retrieving your public records requests not otherwise satisfied by alternative methods.

Any further attempts to visit said offices in person and loiter will be dealt with as criminal behavior. In addition, I will advise my client as to any and all remedies available to redress damages caused by such visits you have made both past and future.

We would hope this notice will suffice to end the disruptive and or aggressive behavior associated with your visits as discussed above and that no further action will be necessary.

Very Truly Yours,



Don Costales

Cc: Grace Environmental Services

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# EXHIBIT E

ORIGINAL LETTER

San Simeon Community Services District



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

March 23, 2017



Re: San Simeon CSD Procurement and Contracting Practices

Dear Mr. [REDACTED]

This letter is being sent in response to your March 3, 2017 letter, and the comments and concerns you raised at the March 8, 2017 San Simeon CSD Board of Directors meeting, regarding procurement and contracting practices. As District Counsel indicated at the Board meeting, the procurement of professional services is exempt from bidding, and is based upon selecting a professional with requisite skills and knowledge and not based exclusively on the lowest responsible bidder. Policy 4042.12 provides that the selection of consultants by the Board is to be based upon the consultant's experience and qualifications. This is consistent with the requirements of State law as it relates to contracting for professional services by architects, engineers and related services (Government Code 4526). We have consistently interpreted and applied Policy 4042 in that manner to engineering services.

It is also important to understand that agencies often use the services of consultants, including engineers, based upon the fact that they have experience with the agencies facilities, infrastructure and programs, as well as its practices and policies. Based on that experience they typically can provide services in a more cost effective manner than firms that have never done work with the agency. This is the case with Phoenix Engineering. Their firm has completed, in cooperation with staff and Grant Writing staff, the Recycled Water project, the Wellhead Rehabilitation project and the Reverse Osmosis project. Each of these projects was long overdue prior to developing this collaborative team. In addition, Phoenix Engineering provides cost competitive rates as demonstrated by the competing engineering firm's rate structures the SSCSD maintains on file.

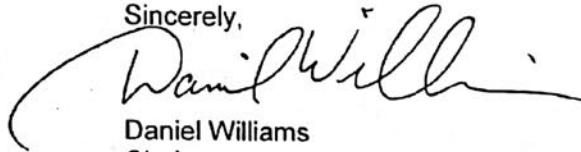
Given your attendance history of the SSCSD Board meetings you should certainly be aware that various engineering firms such as AECOM, WSC, MNS, RRM, GeoSolutions

and Earth Systems are solicited for proposals regarding various projects, therefore I am concerned that your letter is a veiled attempt to deceive the Board and derail forward progress on community beneficial projects.

To clarify your apparent confusion between professional services and construction services, District Counsel at the Board meeting noted that, pursuant to Resolution 14-363 and Ordinance No. 111, the District has adopted the Uniform Public Construction Cost Accounting Act (UPCCAA). The UPCCAA provides greater flexibility when it comes to doing projects, allowing the District to have work costing up to \$45,000 done by force account, or by purchase order or a negotiated contract. Bidding procedures are not required. Expedited, informal bidding procedures are also permitted for projects costing over \$45,000, but less than \$175,000. We believe the District benefits greatly by having adopted the UPCCAA and its more flexible procedures for our projects.

We are following proper procedures and being fiscally responsible when it comes to our professional services procurement and construction contracting practices. We hope that the discussion at the Board meeting, as well as this letter provides any necessary clarification regarding these matters.

Sincerely,



Daniel Williams  
Chairperson  
San Simeon Community Services District  
Board of Directors

cc: Charles Grace, General Manager

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# EXHIBIT F



**From:** [Charles Grace](#)  
**To:** [Jack Woodside](#)  
**Subject:** Re: FPPC request for advice  
**Date:** Friday, March 10, 2017 12:24:26 PM

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Mr. Woodside,

Thank you for looking into the questions. Yes I file a annual Form 700. Duties as General Manager are ministerial the Board makes decisions. I do have a \$3000 dollar spending limit to use for routine items such as easement weed abatement, sidewalk repair and material for pot hole repair. With regard to the budget committee I am inputting already determined numbers for the Board to review and approve. I have worked on the past two prior budgets only because the CPA / Accountant on the budget committee was unable to enter the numbers. I was questioning if it is a conflict of interest should remain on the committee?

Thank you for you taking the time to review,

Charles Grace



On Fri, Mar 10, 2017 at 9:23 AM, Jack Woodside <[JWoodside@fppc.ca.gov](mailto:JWoodside@fppc.ca.gov)> wrote:

Mr. Grace,

I am the attorney handling your request for advice and have a few questions. In your position as General Manager, do you file an annual statement of economic interests (Form 700)? Are your duties considered ministerial or are you making decisions that involve a certain amount of discretion? I'm trying to get a better idea about the GM services you perform. In your position on the budget committee, are you determining what the annual budget should be or are you simply inputting already determined numbers for the Board to review and approve? Again, I want to know if you personally are influencing budget decisions or whether you would consider what you do more ministerial. Finally, in reading your request, it appears you may have already assisted with a prior budget as a member of the CSD budget committee. We are prohibited from providing advice concerning past conduct so if this is the case, then we have to withdraw your request. I appreciate any response to these questions.

Best,



**Jack Woodside**

**Senior Commission Counsel, Legal Division**

FAIR POLITICAL PRACTICES COMMISSION

428 J Street, Suite 620 | Sacramento, CA 95814

[916.322.5660](tel:916.322.5660) Office | [916.322.1932](tel:916.322.1932) Fax | [jwoodside@fppc.ca.gov](mailto:jwoodside@fppc.ca.gov)

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# EXHIBIT G

**SAN SIMEON COMMUNITY SERVICES DISTRICT**

**Disbursements Journal**

July 2019

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
Paycheck	07/01/2019	1822	GWEN KELLAS	Board Service June 2 through July 1, 2019.	-92.35
Paycheck	07/01/2019	1823	JOHN K RUSSELL	Board Service June 2 through July 1, 2019.	-92.35
Paycheck	07/01/2019	1824	JULIA A GREENAN	Board Service June 2 through July 1, 2019.	-92.35
Paycheck	07/01/2019	1825	MARY M McGUIRE	Board Service June 2 through July 1, 2019.	-92.35
Bill Pmt -Check	07/10/2019	1826	June Kuglin	Security Deposit Refund for Account #425. 7/1/2019.	-50.00
Bill Pmt -Check	07/10/2019	1827	Adamski Moroski Madden Cumberland & Green	Legal services re: general matters through May 31, 2019. Inv 47475a dated 6/19/19.	-1,075.00
Bill Pmt -Check	07/10/2019	1828	Adamski Moroski Madden Cumberland & Green	Legal services regarding policy manuals through May 31, 2019. Inv 47476 dated 6/19/19.	-43.00
Bill Pmt -Check	07/10/2019	1829	Adamski Moroski Madden Cumberland & Green	Legal services regarding Prop 218 through May 31, 2019. Inv 47475b dated 6/19/19.	-3,223.28
Bill Pmt -Check	07/10/2019	1830	Kathleen Fry Bookkeeping Services	Bookkeeping Services June 2019. Inv 2019-06 dated 06/30/19.	-1,200.00
Bill Pmt -Check	07/10/2019	1831	Marina Michel	2019 CCR water system report. Invoice dated 6/8/19.	-100.00
Bill Pmt -Check	07/10/2019	1832	New Times	Public Hearing Notice re: Annual Budget. Inv 298688 dated 6/6/19.	-54.00
Bill Pmt -Check	07/10/2019	1833	Phoenix Civil Engineering, Inc	Prof Svcs on Reservoir Project through June 21, 2019. Inv 19-136 dated 06/24/19.	-6,184.75
Bill Pmt -Check	07/10/2019	1834	SLO County - Environmental Health	Cross Connection - Admin Cost. . Facility ID FA0004646. Inv 0120576 dated 6/6/19.	-72.20
Bill Pmt -Check	07/10/2019	1835	SLOACTTC	LAFCO 2019-2020. Invoice dated 6/12/2019.	-3,385.69
Bill Pmt -Check	07/10/2019	1836	Grace Environmental	Filter project labor - December 2018 to June 9, 2019. Inv 1299 dated 7/1/19.	-5,849.26
Bill Pmt -Check	07/10/2019	1837	Grace Environmental	Electricity Reimbursement for 2018-2019 fiscal year. Inv 1300 dated 6/26/2019.	-7,695.37
Bill Pmt -Check	07/10/2019	1838	Grace Environmental	Facility Maintenance Rebate for 2018-2019 fiscal year. Inv 1301 dated 6/26/2019.	-15,316.28
Bill Pmt -Check	07/10/2019	1839	Grace Environmental	Operations Management and Maintenance Fees July 2019. Inv dated 07/01/2019.	-51,892.67
Check	07/25/2019	Elec Pymt	CalPERS Fiscal Services Division	Unfunded Accrued Liability only - prepaid for August 2019. Cust. ID # 7226734344.	-1,132.64
Check	07/25/2019	Elec Pymt	CalPERS Fiscal Services Division	Retiree Health monthly premium for August 2019.	-362.07
Liability Check	07/25/2019	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks dated 07/01/19.	-61.20
					<b>-98,066.81</b>



# SAN SIMEON COMMUNITY SERVICES DISTRICT

## Disbursements Journal

October 2020

Type	Date	Num	Name	Memo	Paid Amount
<b>September Disbursements made after BOD meeting:</b>					
Bill Pmt -Check	09/17/2020	2491	Simply Clear Marketing & Media	Website project - add digital archive board meetings from 2004 through 2019. Inv 30922 dated 9/17/2020.	-3,400.00
Check	09/23/2020	Elec Pymt	USDA Loan Repayment	Semi-annual USDA loan payment (principal and interest).	-10,345.00
<b>October 2020 Disbursements:</b>					
Paycheck	10/14/2020	2088	DANIEL de la ROSA	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2089	GWEN KELLAS	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2090	JOHN K RUSSELL	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2091	WILLIAM E MAURER	Board Service September 2 through October 1, 2020.	-92.35
Paycheck	10/14/2020	2092	WILLIAM J CARSON	Board Service September 2 through October 1, 2020.	-92.35
Bill Pmt -Check	10/14/2020	2093	Adamski Moroski Madden Cumberland & Green	Legal services. Service period through 7/31/2020. Inv 51342 dated 08/21/2020.	-9,939.00
Bill Pmt -Check	10/14/2020	2094	Adamski Moroski Madden Cumberland & Green	Legal services. Service period through 8/31/2020. Inv 51771 dated 09/25/2020.	-7,847.50
Bill Pmt -Check	10/14/2020	2095	Ferguson Enterprises LLC	Fire hydrant replacement on Avonne Ave To be billed to insurance of driver who hit hydrant. Inv 8767048 dated 9/28/2020.	-2,497.88
Bill Pmt -Check	10/14/2020	2096	Kathleen Fry Bookkeeping Services	Bookkeeping services Sept 2020. Inv 2020-09-CSD dated 9/30/2020.	-1,320.00
Bill Pmt -Check	10/14/2020	2097	New Times	Public ad for on-call engineering. Inv 316884 dated 9/17/20.	-54.00
Bill Pmt -Check	10/14/2020	2098	Oliveira Environmental Consulting LLC	Prof Svcs related to reservoir proj; NFWF, Prop 1, OPC, other grant opportunities, and CSD tasks. Inv OEC-2020-033 dated 10/7/2020.	-1,760.00
Bill Pmt -Check	10/14/2020	2099	Phoenix Civil Engineering, Inc	Prof Svcs on Water Tank (Reservoir) Project through Aug 31, 2020. Inv 19431 dated 9/4/2020.	-12,095.00
Bill Pmt -Check	10/14/2020	2100	rrm design group	Solid waste authority planning services, coordinate with LAFCO. Inv 0440-02-0820 dated 9/16/2020.	-2,875.00
Bill Pmt -Check	10/14/2020	2101	Simply Clear Marketing & Media	Monthly Website Service and Mgt fee service period Oct 21 - Nov 20, 2020. Inv 305943 dated 9/30/2020.	-400.00
Bill Pmt -Check	10/14/2020	2102	Wood Environment & Infrastructure Solutions	On-Call Grant Support Services through 08/28/2020. Inv S49834041 dated 09/21/2020.	-542.00
Bill Pmt -Check	10/14/2020	2103	Grace Environmental Services - GES	State mandated drinking water filter operations for period 12/01/2019 - 7/31/2020. Inv 1393 dated 8/17/2020.	-5,141.32
Bill Pmt -Check	10/14/2020	2104	Grace Environmental Services - GES	Operations Management, Electrical and Maintenance Fees Oct 2020. Inv 1396 dated 10/1/2020.	-54,197.38
Check	10/25/2020	Elec Pymt	CalPERS Fiscal Services Division	Retiree Health monthly premium for November 2020.	-353.08
Check	10/25/2020	Elec Pymt	CalPERS Fiscal Services Division	Unfunded Accrued Liability only - prepayment for November 2020. Cust. ID # 7226734344.	-1,317.97
Liability Check	10/26/2020	Elec Pymt	United States Treasury (US Treasury)	Payroll tax payment for paychecks dated 10/14/2020	-76.50
<b>TOTAL</b>					-114,623.38

**Grace Environmental Services**

2060-D E. Avenida De Los Arboles  
PMB#327  
Thousand Oaks, CA 91362

Date	Invoice #
8/17/2020	1393

Phone # 805-520-1214      timlynnne@sbcglobal.net

Bill To
San Simeon CSD 111 Pico Avenue San Simeon, CA 93452

Description	Hours/Qty	Rate	Amount
State Mandated Drinking Water Filter Operations		5,141.32	5,141.32
<b>Total</b>			<b>\$5,141.32</b>

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# EXHIBIT H



**SAN SIMEON COMMUNITY SERVICES DISTRICT**  
**Disbursements Journal**  
 March 2018

Type	Date	Name	Memo	Paid Amount
Check	03/01/2018	CalPERS	Cust. ID # 7226734344, Annual Unfunded Accrued Liability and Retiree Health Prem for April 2018	-\$1,279.64
Paycheck	03/01/2018	DAN WILLIAMS	Board Service Feb 2 to Mar 1, 2018	-\$92.35
Paycheck	03/01/2018	Gwen Kellas	Board Service Feb 2 to Mar 1, 2018	-\$92.35
Paycheck	03/01/2018	John K Russell	Board Service Feb 2 to Mar 1, 2018	-\$92.35
Paycheck	03/01/2018	Mary M McGuire	Board Service Feb 2 to Mar 1, 2018	-\$92.35
Bill Pmt -Cher	03/14/2018	Grace Environmental	Operations Management March 2018 Inv #1153	-\$50,025.00
Bill Pmt -Cher	03/14/2018	Grace Environmental	Reimbursement for Weed Abatement 5/26/17 & 1/25/18 Inv #1156	-\$2,975.00
Bill Pmt -Cher	03/14/2018	Grace Environmental	Reimb from PG&E Rebate Inv #1157	-\$200.00
Bill Pmt -Cher	03/14/2018	Nancy Hough	Customer Security Deposit Refund Acct #404	-\$50.00
Bill Pmt -Cher	03/14/2018	Quality Inn Hotels	Security Deposit Refunds Account #'s 252, 253, 254, 255, 256	-\$250.00
Bill Pmt -Cher	03/14/2018	Adamski Moroski Madden Cumberland & Green	Legal Services Jan'18, Inv date 02.20.18	-\$5,863.61
Bill Pmt -Cher	03/14/2018	Kathleen Fry Bookkeeping Services	Bookkeeping Services February 2018	-\$1,200.00
Bill Pmt -Cher	03/14/2018	Phoenix Civil Engineering, Inc	SSCSD Master Plan Update thru 2/23/18, Inv. PHOE18-372	-\$6,607.00
Bill Pmt -Cher	03/14/2018	RVS Software	Annual Software Maintenance and Updates 3/21/18 to 3/20/19	-\$766.00
Bill Pmt -Cher	03/14/2018	Seth Sutherland	GIS mapping of Wtr & WW svc features; Data processing & consolidation	-\$2,430.00
Bill Pmt -Cher	03/14/2018	State Water Resources Control Board	Community Water Sys Fee 7/1/17 to 6/30/18; System 4000568	-\$1,236.00
<b>TOTAL</b>				<b>-\$73,251.65</b>

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# EXHIBIT I

**From:** Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>  
**Subject:** Maintenance fund report a.k.a 5535 report  
**Date:** March 16, 2020 at 15:05:32 PDT  
**To:** Mary Margaret Mcguire <[mmsansimeon@gmail.com](mailto:mmsansimeon@gmail.com)>

Mary Margaret,

Attached is the 5535 report from Grace Envio Accounts Payable. Per contract there is \$40,000 to spend on SSCSD maintenance each fiscal year. We keep track of those expenditures and provide a summary to the Board Chairperson each month.

As you will see there is \$3,200 in the negative. We are working to balance the account to be even or in the positive by June 30, 2020.

Let me know if you have any questions or would like to review together over the phone.

Charles Grace  
805 431 6253  
[www.graceenviro.com](http://www.graceenviro.com)

**Grace Environmental Services**  
**Reimbursed Charges - 5535 Report**  
**August 2014 through January 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>5535 - Reimbursed Charges</b>							
Invoice	08/01/2014	100SSCSD	San Simeon CSD	Reimbursed ...		3,333.33	3,333.33
Bill	08/13/2014	5489	Alpha Electrical Ser...	5489	389.26		2,944.07
Bill	08/13/2014	5498	Alpha Electrical Ser...	5498	586.21		2,357.86
Bill	08/19/2014	98726197	McMaster-Carr	0814JCopeland	397.94		1,959.92
Bill	08/19/2014	98726457	McMaster-Carr	0819JCopeland	13.61		1,946.31
Bill	08/20/2014	23509	Northrop Grumman ...	104050.5267	365.35		1,580.96
Bill	08/25/2014	COMBINED	Cambria Hardware	-MULTIPLE-	37.35		1,543.61
Invoice	09/02/2014	1004	San Simeon CSD	Maintenance ...		3,333.33	4,876.94
Bill	09/02/2014	134012	Oasis Equipment Re...	134012	83.07		4,793.87
Bill	09/05/2014	144240	Oasis Equipment Re...	144240	49.00		4,744.87
Bill	09/09/2014	1407032622	Sage Designs, Inc.	1407032622	395.00		4,349.87
Bill	09/18/2014	33267	San Luis Powerhouse	33267	805.00		3,544.87
Bill	09/18/2014	33266	San Luis Powerhouse	33266	805.00		2,739.87
Bill	09/18/2014	9645	RK Consulting, Ltd.	9645	485.00		2,254.87
Bill	09/18/2014	2014544	Associated Backflow...	2014544	130.00		2,124.87
Invoice	10/01/2014	1005	San Simeon CSD	Maintenance ...		3,333.33	5,458.20
Bill	10/08/2014		Miner's Ace Hardware	Compressor	30.23		5,427.97
Bill	10/09/2014	17453	Encompass Inspecti...	To pay amou...	167.50		5,260.47
Bill	10/23/2014	483247	USA BlueBook	483247	117.16		5,143.31
Check	10/28/2014	1004	Ferguson		900.00		4,243.31
Bill	10/29/2014	871016	Cambria Hardware	678	14.06		4,229.25
Bill	10/29/2014	870993	Cambria Hardware	678	54.01		4,175.24
Invoice	11/01/2014	1008	San Simeon CSD	Maintenance ...		3,333.33	7,508.57
Bill	11/03/2014	491184	USA BlueBook	1032017	239.66		7,268.91
Bill	11/03/2014	490806	USA BlueBook	1032017	44.95		7,223.96
Bill	11/18/2014	876028	Cambria Hardware	678	13.43		7,210.53
Bill	11/26/2014		San Luis Powerhouse	33705	1,762.07		5,448.46
Invoice	12/01/2014	1010	San Simeon CSD	Maintenance ...		3,333.33	8,781.79
Check	12/12/2014	EFT	Grand Awards		48.79		8,733.00
Invoice	01/01/2015	1013	San Simeon CSD	Maintenance ...		3,333.33	12,066.33
Bill	01/14/2015	452389	Miner's Ace Hardware	Compressor	25.46		12,040.87
Bill	01/15/2015	5914	H2O Engineering		2,915.00		9,125.87
Credit Card Charge	01/16/2015		Ferguson		899.43		8,226.44
Bill	01/17/2015		Alpha Electrical Ser...	5734 & 5735	787.50		7,438.94
Bill	01/17/2015		Cambria Hardware	678	42.90		7,396.04
Bill	01/28/2015	EFT	Borges & Mahoney ...	136212	755.36		6,640.68
Bill	01/28/2015	9193373	Hach Company	9193373	301.79		6,338.89
Bill	01/28/2015	EFT	Cambria Hardware	678	41.07		6,297.82
Bill	01/30/2015		Xylem	6250	1,862.66		4,435.16
Invoice	02/01/2015	1015	San Simeon CSD	Maintenance ...		3,333.33	7,768.49
Bill	02/10/2015	564700	USA BlueBook	1032017	93.90		7,674.59
Bill	02/16/2015		Dechance Construct...	Lic# 562824	1,404.00		6,270.59
Bill	02/16/2015		Cambria Hardware	678	52.30		6,218.29
Bill	02/16/2015	336981	San Luis Powerhouse	33981	215.00		6,003.29
Bill	02/16/2015		Tito Mendoza	791995	120.00		5,883.29
Bill	02/16/2015	546998	USA BlueBook	1032017	392.20		5,491.09
Bill	02/16/2015	456080	Miner's Ace Hardware	Compressor	7.55		5,483.54
Credit Card Charge	02/16/2015		H2O Engineering		336.20		5,147.34

5:20 PM

02/28/20

Accrual Basis

**Grace Environmental Services**  
**Reimbursed Charges - 5535 Report**  
**August 2014 through January 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	02/20/2015		H2O Engineering		579.16		4,568.18
Invoice	03/01/2015	1017	San Simeon CSD	Maintenance ...		3,333.33	7,901.51
Bill	03/02/2015	904326	Cambria Hardware	678	42.99		7,858.52
Bill	03/05/2015	0043	JR's Environmental ...	0043	1,995.00		5,863.52
Bill	03/14/2015	WO-5042	Scott O'Brien Fire & ...		267.25		5,596.27
Bill	03/18/2015	594767	USA BlueBook	1032017	48.88		5,547.39
Bill	03/19/2015	25871539	McMaster-Carr	25871539	35.24		5,512.15
Credit Card Charge	03/24/2015		Environmental Reso...		331.12		5,181.03
Bill	03/28/2015	6269	H2O Engineering	6269	214.81		4,966.22
Bill	03/28/2015	6171	H2O Engineering	6171	235.83		4,730.39
Bill	03/28/2015	6976	H2O Engineering	6976	208.55		4,521.84
Credit Card Charge	03/31/2015		Ferguson		899.78		3,622.06
Invoice	04/01/2015	1019	San Simeon CSD	Maintenance ...		3,333.33	6,955.39
Bill	04/08/2015	8715-09	Dechance Construct...	Lic# 562824	4,425.45		2,529.94
Bill	04/09/2015		Hach Company	9314080	526.11		2,003.83
Bill	04/09/2015	7300020864	Amiad Water Systems	7300020864	2,762.45		-758.62
Bill	04/09/2015		Cambria Hardware	678	7.51		-766.13
Bill	04/09/2015	9324171	Hach Company	40236958	66.65		-832.78
Bill	04/11/2015	2298	Brebes Builders	2298	1,100.00		-1,932.78
Bill	04/16/2015	463057	Miner's Ace Hardware	139600	32.34		-1,965.12
Bill	04/20/2015	623543	USA BlueBook	1032017	773.69		-2,738.81
Bill	04/22/2015	2015190	Associated Backflow...	2015190	798.00		-3,536.81
Bill	04/23/2015	915146	Cambria Hardware	678	263.47		-3,800.28
Invoice	05/01/2015	1021	San Simeon CSD	Maintenance ...		3,333.33	-466.95
Bill	05/04/2015		Cambria Hardware	678	64.62		-531.57
Bill	05/05/2015	465316	Miner's Ace Hardware	139600	15.51		-547.08
Bill	05/07/2015	29582203	McMaster-Carr	29582203	201.72		-748.80
Bill	05/31/2015	7300056964	Amiad Water Systems	7300056964	49.50		-798.30
Invoice	06/01/2015	1023	San Simeon CSD	Maintenance ...		3,333.33	2,535.03
Bill	06/11/2015	165479	Davis Instruments C...		232.00		2,303.03
Credit Card Charge	06/17/2015		Ferguson		1,818.23		484.80
Bill	06/27/2015	27953	Greyline Instrument...		789.62		-304.82
Bill	06/27/2015	27850	Greyline Instrument...		473.50		-778.32
Bill	06/27/2015		San Luis Powerhouse	34430/34431	430.00		-1,208.32
Bill	06/27/2015	51888	Clay's Septic & Jetti...		1,850.00		-3,058.32
Bill	06/27/2015	11428	Machine Logic		62.50		-3,120.82
Bill	06/29/2015	33394682	McMaster-Carr	232317300	167.56		-3,288.38
Credit	06/29/2015	33394682	McMaster-Carr	Inadvertantly...		167.56	-3,120.82
Invoice	07/01/2015	1025	San Simeon CSD	Maintenance ...		3,333.33	212.51
Credit Card Credit	07/01/2015		Davis Instruments C...			161.25	373.76
Credit Card Charge	07/02/2015		Equipco Sales & Ser...		385.22		-11.46
Bill	07/09/2015	935330	Cambria Hardware	678	31.13		-42.59
Bill	07/13/2015	936228	Cambria Hardware	678	7.65		-50.24
Bill	07/13/2015	33394682	McMaster-Carr	232317300	167.56		-217.80
Bill	07/15/2015	936933	Cambria Hardware	678	6.28		-224.08
Bill	07/15/2015	697264	USA BlueBook	1032017	147.14		-371.22
Bill	07/22/2015	5235	H2O Engineering	Hipox	208.55		-579.77
Bill	07/23/2015	147763	Oasis Equipment Re...	147763	114.74		-694.51
Bill	07/24/2015	742904	MKS Instruments, Inc.	Hipox	513.84		-1,208.35

**Grace Environmental Services**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	07/24/2015	30036	Greyline Instrument...	30036	977.28		-2,185.63
Bill	07/24/2015	939435	Cambria Hardware	-MULTIPLE-	105.82		-2,291.45
Credit Card Charge	07/27/2015		Dog Poop Bags.com		76.45		-2,367.90
Invoice	08/01/2015	1027	San Simeon CSD	Maintenance ...		3,333.33	965.43
Credit Card Charge	08/06/2015		Contractors Mainten...	Compressor ...	307.80		657.63
Bill	08/10/2015	944008	Cambria Hardware	678	5.25		652.38
Bill	08/24/2015	478611	Miner's Ace Hardware	paid twice	141.42		510.96
Bill	08/24/2015		Miner's Ace Hardware	Miner's gave ...	141.42		369.54
Bill	08/25/2015	34876	San Luis Powerhouse	34430/34431	1,610.00		-1,240.46
Bill	08/26/2015	948574	Cambria Hardware	948574	33.57		-1,274.03
Bill	08/31/2015	376	Cambria Business C...	Pump shipping	40.40		-1,314.43
Invoice	09/01/2015	1029	San Simeon CSD	Maintenance ...		3,333.33	2,018.90
Bill	09/01/2015	38115168	McMaster-Carr	38115168	367.21		1,651.69
Bill	09/07/2015	3529554254	FedEx	Hose for SWRF	59.86		1,591.83
Bill	09/11/2015	480771	Miner's Ace Hardware	480771	27.73		1,564.10
Credit Card Charge	09/11/2015		Grainger		47.81		1,516.29
Credit Card Charge	09/11/2015		Blue White Industries		385.83		1,130.46
Bill	09/11/2015	6242	Alpha Electrical Ser...	6242	880.00		250.46
Bill	09/14/2015	953934	Cambria Hardware	953934	30.59		219.87
Bill	09/15/2015	578288	Davis Instruments C...	578288	260.13		-40.26
Bill	09/17/2015	954706	Cambria Hardware	678	14.71		-54.97
Bill	09/18/2015	1509481	Sage Designs, Inc.	1509481	395.00		-449.97
Bill	09/30/2015	387	Cambria Business C...	Pump shipping	39.70		-489.67
Invoice	10/01/2015	1031	San Simeon CSD	Maintenance ...		3,333.33	2,843.66
Bill	10/05/2015	959875	Cambria Hardware	959875	4.28		2,839.38
Bill	10/05/2015	959833	Cambria Hardware	959833	48.05		2,791.33
General Journal	10/08/2015	579231	Davis Instruments C...	579231		188.13	2,979.46
Bill	10/21/2015	782269	USA BlueBook	1032017	225.67		2,753.79
Bill	10/23/2015	964791	Cambria Hardware	678	17.18		2,736.61
Bill	10/27/2015	787660	USA BlueBook	1032017	218.84		2,517.77
Bill	10/28/2015	966013	Cambria Hardware	966013 - 678	6.43		2,511.34
Bill	10/29/2015	966258	Cambria Hardware	966258 - 678	5.90		2,505.44
Bill	10/31/2015	390	Cambria Business C...	Pump shipping	126.72		2,378.72
Invoice	11/01/2015	1035	San Simeon CSD	Maintenance ...		3,333.33	5,712.05
Bill	11/03/2015	967632	Cambria Hardware	967632 - 678	42.16		5,669.89
Bill	11/04/2015	967919	Cambria Hardware	967919 - 678	10.38		5,659.51
Bill	11/05/2015	968280	Cambria Hardware	678	9.42		5,650.09
Bill	11/07/2015	962517	Cambria Hardware	678	18.05		5,632.04
Bill	11/07/2015	487567	Miner's Ace Hardware	139600	40.56		5,591.48
Bill	11/07/2015	41179442	McMaster-Carr	41179442	46.88		5,544.60
Bill	11/18/2015	59614	United Staffing Asso...	59614	227.91		5,316.69
Bill	11/18/2015	59658	United Staffing Asso...	59658	107.96		5,208.73
Invoice	12/01/2015	1037	San Simeon CSD	Maintenance ...		3,333.33	8,542.06
Bill	12/01/2015	813504	USA BlueBook	1032017 813...	151.71		8,390.35
Credit Card Charge	12/03/2015		Pump Express Enter...		1,782.16		6,608.19
Bill	12/09/2015	820718	USA BlueBook	1032017 820...	337.32		6,270.87
Credit Card Charge	12/09/2015		Dog Poop Bags.com		76.45		6,194.42
Bill	12/10/2015	977936	Cambria Hardware	678	71.73		6,122.69
Bill	12/12/2015	35385	San Luis Powerhouse	35385	572.28		5,550.41

**Grace Environmental Services**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	12/12/2015	35386	San Luis Powerhouse	35386	604.27		4,946.14
Bill	12/15/2015	979189	Cambria Hardware	678	78.46		4,867.68
Bill	12/15/2015	35412	San Luis Powerhouse	Trash Pump	114.36		4,753.32
Credit Card Charge	12/16/2015		Ferguson		1,087.07		3,666.25
Bill	12/22/2015	980832	Cambria Hardware	678	9.66		3,656.59
Bill	12/23/2015	981294	Cambria Hardware	678	5.79		3,650.80
Bill	12/31/2015	410	Cambria Business C...	Color copies	130.04		3,520.76
Bill	12/31/2015	7739	H20 Engineering	Hipox	832.05		2,688.71
Invoice	01/01/2016	1039	San Simeon CSD	Maintenance ...		3,333.33	6,022.04
Bill	01/04/2016	983794	Cambria Hardware	678	196.35		5,825.69
Bill	01/04/2016	983845	Cambria Hardware	678	11.28		5,814.41
Bill	01/04/2016	983808	Cambria Hardware	678	42.99		5,771.42
Credit	01/04/2016	983807	Cambria Hardware	Return Servic...		158.03	5,929.45
Bill	01/05/2016	1825	Rogelio Salas	1825	100.00		5,829.45
Bill	01/06/2016	838936	USA BlueBook	1032017 838...	435.37		5,394.08
Bill	01/11/2016	8716-01	Dechance Construct...	Lic# 562824	2,858.40		2,535.68
Bill	01/14/2016	7766	H20 Engineering	7766	617.05		1,918.63
Bill	01/14/2016	47352704	McMaster-Carr	47352704	66.58		1,852.05
Bill	01/15/2016	6449	Alpha Electrical Ser...	6449	330.00		1,522.05
Bill	01/21/2016	987591	Cambria Hardware	678	96.74		1,425.31
Bill	01/22/2016	987940	Cambria Hardware	678	161.98		1,263.33
Bill	01/27/2016	989151	Cambria Hardware	678	85.47		1,177.86
Invoice	02/01/2016	1042	San Simeon CSD	Maintenance ...		3,333.33	4,511.19
Bill	02/05/2016	6492	Alpha Electrical Ser...	6492	431.21		4,079.98
Bill	02/10/2016	35684	San Luis Powerhouse	Trash Pump	215.00		3,864.98
Bill	02/10/2016	35683	San Luis Powerhouse	Trash Pump	215.00		3,649.98
Credit Card Charge	02/22/2016		Ferguson		41.04		3,608.94
Invoice	03/01/2016	1045	San Simeon CSD	Maintenance ...		3,333.33	6,942.27
Bill	03/01/2016	9819082	Hach Company	40236958	151.09		6,791.18
Bill	03/03/2016	0206	JR's Environmental ...	0205	1,960.00		4,831.18
Credit Card Charge	03/04/2016		Environmental Reso...		103.20		4,727.98
Credit Card Charge	03/04/2016		Environmental Reso...		169.15		4,558.83
Credit Card Charge	03/21/2016		Equipco Sales & Ser...		548.23		4,010.60
Bill	03/28/2016	909858	USA BlueBook	909858	243.57		3,767.03
Credit Card Charge	03/30/2016		Dog Poop Bags.com		77.12		3,689.91
Bill	03/30/2016	31322	Greyline Instrument...	31322	746.12		2,943.79
Bill	03/31/2016	913531	USA BlueBook	1032017 9135...	591.91		2,351.88
Invoice	04/01/2016	1047	San Simeon CSD	Maintenance ...		3,333.33	5,685.21
Credit Card Charge	04/04/2016		Blue White Industries		502.01		5,183.20
Bill	04/06/2016	98738	USA BlueBook	918738	248.01		4,935.19
Credit Card Charge	04/07/2016		Environmental Reso...		96.37		4,838.82
Credit Card Charge	04/11/2016		Ferguson		118.80		4,720.02
Credit Card Charge	04/13/2016		Harrington 13 Ventura		244.30		4,475.72
Credit Card Charge	04/13/2016		Equipco Sales & Ser...		75.00		4,400.72
Credit Card Charge	04/13/2016		Environmental Reso...		103.90		4,296.82
Bill	04/18/2016	2385916	Zoro	2385916	132.40		4,164.42
Bill	04/19/2016	55087376	McMaster-Carr	55087376	67.17		4,097.25
Bill	04/19/2016	55127933	McMaster-Carr	55127933	411.34		3,685.91
Bill	04/21/2016	55338593	McMaster-Carr	55338593	88.46		3,597.45

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Accrual Basis

**Grace Environmental Services**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	04/22/2016	55423674	McMaster-Carr	55423674	620.77		2,976.68
Credit Card Charge	04/25/2016		Harrington 13 Ventura		327.12		2,649.56
Credit Card Charge	04/25/2016		Harrington 13 Ventura		57.72		2,591.84
Bill	04/27/2016		Safetysign.com	Signs	102.58		2,489.26
Bill	04/28/2016	1013106	Cambria Hardware	678	3.63		2,485.63
Bill	04/29/2016	1013205	Cambria Hardware	678	8.94		2,476.69
Bill	04/29/2016	2214	Rogelio Salas	2213	350.00		2,126.69
Invoice	05/01/2016	1049	San Simeon CSD	Maintenance ...		3,333.33	5,460.02
Bill	05/04/2016	2213	Rogelio Salas	2213	100.00		5,360.02
Bill	05/10/2016	3003	Brebes Builders	3003	470.00		4,890.02
Bill	05/13/2016	952637	USA BlueBook	952637	807.95		4,082.07
Bill	05/17/2016	151228	Oasis Equipment Re...	151228	136.00		3,946.07
Bill	05/18/2016	50073	Winsor Construction...	Road Base fo...	1,229.54		2,716.53
Bill	05/20/2016	510577	Miner's Ace Hardware	510577	130.62		2,585.91
Credit Card Charge	05/24/2016		Great Western Alar...		1,300.00		1,285.91
Bill	05/25/2016	36187	San Luis Powerhouse	Trash Pump	215.00		1,070.91
Bill	05/25/2016	36186	San Luis Powerhouse	Trash Pump	215.00		855.91
Bill	05/26/2016	019681	Mel's Lock & Key	019681	262.38		593.53
Bill	05/30/2016	26199	Al's Septic Pumping ...	26199	1,337.50		-743.97
Invoice	06/01/2016	1051	San Simeon CSD	Maintenance ...		3,333.33	2,589.36
Credit Card Charge	06/02/2016		Ferguson		100.68		2,488.68
Bill	06/02/2016	968494	USA BlueBook	968494	82.70		2,405.98
Bill	06/06/2016	24809	Northrop Grumman ...	104050.5267	353.88		2,052.10
Bill	06/10/2016	3004	Brebes Builders	3004	3,350.00		-1,297.90
Bill	06/10/2016	3005	Brebes Builders	3005	180.00		-1,477.90
Bill	06/20/2016	151171	Oasis Equipment Re...	151171	90.00		-1,567.90
Bill	06/22/2016	01393596	Harrington Industrial...	01393596	630.31		-2,198.21
Credit Card Charge	06/27/2016		Equipco Sales & Ser...		608.69		-2,806.90
Credit Card Charge	06/27/2016		Grainger		203.98		-3,010.88
Bill	06/30/2016	67894723	McMaster-Carr	67894723	138.58		-3,149.46
Invoice	07/01/2016	1053	San Simeon CSD	Maintenance ...		3,333.33	183.87
Credit Card Charge	07/05/2016		Arrow Ecommerce		32.50		151.37
Bill	07/05/2016	1031234	Cambria Hardware	678	51.62		99.75
Credit	07/05/2016	1031395	Cambria Hardware	Return drip le...		6.01	105.76
Credit Card Charge	07/06/2016		Grainger		209.14		-103.38
Bill	07/06/2016	1031617	Cambria Hardware	678	9.52		-112.90
Bill	07/06/2016	1031749	Cambria Hardware	678	18.26		-131.16
Bill	07/06/2016	1031752	Cambria Hardware	678	10.20		-141.36
Bill	07/11/2016	103333	Cambria Hardware	678	47.28		-188.64
Credit Card Credit	07/12/2016		Grainger			193.50	4.86
Bill	07/12/2016	1033475	Cambria Hardware	678	26.34		-21.48
Bill	07/15/2016	8222	H2O Engineering	8222	469.50		-490.98
Credit Card Charge	07/18/2016		Ferguson		39.77		-530.75
Invoice	08/01/2016	1055	San Simeon CSD	Maintenance ...		3,333.33	2,802.58
Bill	08/01/2016	1039062	Cambria Hardware	678	21.49		2,781.09
Bill	08/02/2016	1039227	Cambria Hardware	678	36.53		2,744.56
Credit Card Charge	08/04/2016		Lowe's		197.60		2,546.96
Credit Card Charge	08/10/2016		Radio Shack		43.19		2,503.77
Bill	08/11/2016	36558	San Luis Powerhouse	36558	805.00		1,698.77



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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	08/11/2016	36559	San Luis Powerhouse	36559	1,147.66		551.11
Bill	08/11/2016	1041745	Cambria Hardware	678	18.80		532.31
Bill	08/11/2016	1041971	Cambria Hardware	678	9.66		522.65
Credit Card Charge	08/15/2016		Adasigndepot.com		344.52		178.13
Credit Card Charge	08/15/2016		Adasigndepot.com		344.52		-166.39
Credit Card Credit	08/15/2016		Adasigndepot.com	Return		204.12	37.73
Credit Card Charge	08/15/2016		Adasigndepot.com		204.12		-166.39
Bill	08/16/2016	035364	USA BlueBook	035364	2,193.81		-2,360.20
Bill	08/18/2016	1043856	Cambria Hardware	678	26.99		-2,387.19
Credit Card Charge	08/30/2016		Contractors Mainten...		117.51		-2,504.70
Bill	08/31/2016	522819	Miner's Ace Hardware	522819	43.97		-2,548.67
Bill	08/31/2016	1047424	Cambria Hardware	678	24.48		-2,573.15
Invoice	09/01/2016	1057	San Simeon CSD	Maintenance ...		3,333.33	760.18
Bill	09/07/2016	1049317	Cambria Hardware	678	22.53		737.65
Credit Card Charge	09/10/2016		Home Depot	Compressor f...	578.84		158.81
Credit Card Charge	09/12/2016		Ferguson	Grade Rings f...	324.00		-165.19
Bill	09/13/2016	1051100	Cambria Hardware	678	7.72		-172.91
Bill	09/13/2016	1051097	Cambria Hardware	678	75.69		-248.60
Bill	09/13/2016	79404085	McMaster-Carr	79404085	43.10		-291.70
Bill	09/15/2016	79736584	McMaster-Carr	79736584	198.58		-490.28
Bill	09/20/2016	1 2016-0813	D&H Water Systems	1 2016-8013	841.24		-1,331.52
Bill	09/20/2016	064605	USA BlueBook	1032017	308.22		-1,639.74
Bill	09/27/2016	81500595	McMaster-Carr	81500595	228.36		-1,868.10
Bill	09/28/2016	071869	USA BlueBook	1032017	31.96		-1,900.06
Credit Card Charge	09/30/2016		Grainger		8.46		-1,908.52
Credit Card Charge	09/30/2016		Grainger		13.31		-1,921.83
Invoice	10/01/2016	1058	San Simeon CSD	Maintenance ...		3,333.33	1,411.50
Bill	10/04/2016	076441	USA BlueBook	1032017	355.99		1,055.51
Bill	10/10/2016	10144689	Hach Company	40236958	151.09		904.42
Credit Card Charge	10/20/2016		Staples	Binders	71.96		832.46
Credit Card Charge	10/21/2016		USA Traffic Signs		57.84		774.62
Credit Card Charge	10/21/2016		Ferguson		173.98		600.64
Bill	10/24/2016		Henry Krzciuk	Reimburseme...	122.89		477.75
Bill	10/24/2016	092812	USA BlueBook	092812	437.20		40.55
Bill	10/31/2016	3087	Rogelio Salas	3087	900.00		-859.45
Invoice	11/01/2016	1062	San Simeon CSD	Maintenance ...		3,333.33	2,473.88
Bill	11/03/2016	2016-0957	D&H Water Systems	2016-0957	160.66		2,313.22
Bill	11/04/2016	103222	USA BlueBook	1032225	90.81		2,222.41
Credit Card Charge	11/15/2016		Grainger		412.04		1,810.37
Credit Card Charge	11/16/2016		Careline Medical		73.33		1,737.04
Bill	11/17/2016	112896	USA BlueBook	112896	358.64		1,378.40
Bill	11/23/2016	14-046-4	MBS Land Surveys	To be reimbur...	120.00		1,258.40
Credit Card Charge	11/23/2016		Equipco Sales & Ser...		477.63		780.77
Credit Card Charge	11/25/2016		Equipco Sales & Ser...		35.69		745.08
Bill	11/29/2016	36990	San Luis Powerhouse	36990	1,026.75		-281.67
Bill	11/29/2016	36991	San Luis Powerhouse	36991	867.16		-1,148.83
Invoice	12/01/2016	1069	San Simeon CSD	Maintenance ...		3,333.33	2,184.50
Bill	12/01/2016	91211136	McMaster-Carr	91211136	67.79		2,116.71
Bill	12/01/2016	1072284	Cambria Hardware	678	47.70		2,069.01

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Accrual Basis

**Grace Environmental Services**  
**Reimbursed Charges - 5535 Report**  
**August 2014 through January 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	12/05/2016	1073357	Cambria Hardware	678	23.10		2,045.91
Bill	12/06/2016	125820	USA BlueBook	125820	246.54		1,799.37
Bill	12/08/2016	19756	Wigen Water Techn...	19756	884.30		915.07
Credit Card Charge	12/12/2016		Equipco Sales & Ser...		287.85		627.22
Bill	12/13/2016	1075356	Cambria Hardware	678	9.09		618.13
Bill	12/21/2016	8588	H20 Engineering	8588	508.08		110.05
Bill	12/25/2016		Cambria Hardware	678	3.21		106.84
Deposit	12/27/2016		San Simeon Comm...	SS reimburs...		120.00	226.84
Bill	12/27/2016	1078671	Cambria Hardware	678	26.86		199.98
Invoice	01/01/2017	1075	San Simeon CSD	Maintenance ...		3,333.33	3,533.31
Bill	01/12/2017	1082781	Cambria Hardware	678	11.78		3,521.53
Bill	01/12/2017	3339	eMaint Enterprises, ...	3339	780.00		2,741.53
Bill	01/26/2017	1086610	Cambria Hardware	678	22.49		2,719.04
Bill	01/31/2017	1088054	Cambria Hardware	678	62.94		2,656.10
Invoice	02/01/2017	1081	San Simeon CSD	Maintenance ...		3,333.33	5,989.43
Bill	02/13/2017	1091140	Cambria Hardware	678	12.86		5,976.57
Bill	02/14/2017	1091452	Cambria Hardware	678	74.99		5,901.58
Bill	02/14/2017	1091452CR	Cambria Hardware	678	74.99		5,826.59
Credit Card Charge	02/18/2017	265479	Miner's Ace Hardware		47.18		5,779.41
Credit Card Charge	02/21/2017		Ferguson		397.82		5,381.59
Bill	02/22/2017	85560	United Staffing Asso...	85560	383.84		4,997.75
Bill	02/27/2017	2017-0192	D&H Water Systems	2017-0192	376.94		4,620.81
Bill	02/28/2017	37426	San Luis Powerhouse	37426	215.00		4,405.81
Bill	02/28/2017	37425	San Luis Powerhouse	37425	215.00		4,190.81
Invoice	03/01/2017	1086	San Simeon CSD	Maintenance ...		3,333.33	7,524.14
Bill	03/02/2017	62169	Brezden Pest Contr...	62169	65.00		7,459.14
Check	03/03/2017	6226	Jerry Copeland	Expense Rep...	101.29		7,357.85
Credit Card Charge	03/03/2017		Grainger		22.79		7,335.06
Bill	03/03/2017	1701	Siebuhr Electric Inc.	1701	300.00		7,035.06
Bill	03/11/2017	144458682-002	United Rentals	144458682-002	1,587.31		5,447.75
Bill	03/14/2017	1099149	Cambria Hardware	678	5.35		5,442.40
Bill	03/20/2017	19734795	McMaster-Carr	19734795	75.32		5,367.08
Bill	03/20/2017	714983	Griswold Industries	714983	296.46		5,070.62
Bill	03/21/2017	5101	Mainline Utility Com...	5101	750.00		4,320.62
Bill	03/29/2017	19972	Wigen Water Techn...	19972	735.41		3,585.21
Bill	03/29/2017		Brebes Builders		550.00		3,035.21
Invoice	04/01/2017	1085	San Simeon CSD	Maintenance ...		3,333.33	6,368.54
Credit Card Charge	04/05/2017		Equipco Sales & Ser...		272.14		6,096.40
Bill	04/06/2017	64397	Brezden Pest Contr...	64397	65.00		6,031.40
Bill	04/07/2017	0415	JR's Environmental ...	0369	3,268.75		2,762.65
Bill	04/08/2017	144458682-003	United Rentals	144458682-003	1,303.10		1,459.55
Credit Card Charge	04/14/2017		Applied Ind Tech		1,197.14		262.41
Bill	04/14/2017	1107619	Cambria Hardware	678	45.00		217.41
Bill	04/18/2017	234969	USA BlueBook	234969	927.50		-710.09
Credit Card Charge	04/27/2017		Equipco Sales & Ser...		271.70		-981.79
Bill	04/27/2017	243966	USA BlueBook	243966	293.18		-1,274.97
Invoice	05/01/2017	1096	San Simeon CSD	Maintenance ...		3,333.33	2,058.36
Bill	05/06/2017	144458682-004	United Rentals	144458682-003	1,303.10		755.26
Credit Card Charge	05/08/2017		Applied Ind Tech	Leeson Motor	335.52		419.74

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**Grace Environmental Services**  
**Reimbursed Charges - 5535 Report**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	05/11/2017	256496	USA BlueBook	256496	325.24		94.50
Bill	05/11/2017	1115079	Cambria Hardware	678	156.99		-62.49
Credit Card Charge	05/12/2017		Amazon.com	Vacuum	91.04		-153.53
Credit Card Charge	05/17/2017		Groeniger & Co.		399.24		-552.77
Bill	05/25/2017	83835	Nickson's Machine	83835	1,759.32		-2,312.09
Bill	05/29/2017	37825	San Luis Powerhouse	37825	215.00		-2,527.09
Bill	05/29/2017	37826	San Luis Powerhouse	37826	215.00		-2,742.09
Credit Card Charge	05/30/2017	61518	Dombos Sign & Saf...	Signs	338.94		-3,081.03
Credit Card Charge	05/30/2017		7842 Royal	RO repair	342.48		-3,423.51
Invoice	06/01/2017	1101	San Simeon CSD	Maintenance ...		3,333.33	-90.18
Bill	06/03/2017	144458682-005	United Rentals	144458682-005	1,303.10		-1,393.28
Bill	06/07/2017	7238	Alpha Electrical Ser...	7238	1,151.08		-2,544.36
Bill	06/07/2017		Applied Ind Tech	New Gear Bo...	3,602.58		-6,146.94
Bill	06/13/2017	34663922	McMaster-Carr	34663922	63.00		-6,209.94
Bill	06/17/2017	9225	H2O Engineering	9225	413.82		-6,623.76
Bill	06/20/2017		Ferguson	New meter bo...	355.25		-6,979.01
Bill	06/22/2017		Equipco Sales & Ser...	Repair to pH ...	203.76		-7,182.77
Bill	06/24/2017	1128430	Cambria Hardware	678	58.97		-7,241.74
Check	06/27/2017	1094	Poly Pro Window & ...	Purchase scr...	787.22		-8,028.96
Bill	06/30/2017		Corbet Construction		878.05		-8,907.01
Invoice	07/01/2017	1109	San Simeon CSD	Maintenance ...		3,333.33	-5,573.68
Bill	07/01/2017	144458682-006	United Rentals	144458682-005	1,303.10		-6,876.78
Bill	07/20/2017	51529	Winsor Construction...	Road Base fo...	856.59		-7,733.37
Bill	07/21/2017	144458682-007	United Rentals	144458682-007	502.37		-8,235.74
Bill	07/29/2017	144458682-008	United Rentals	144458682-008	900.91		-9,136.65
Invoice	08/01/2017	1117	San Simeon CSD	Maintenance ...		3,333.33	-5,803.32
Bill	08/01/2017	43717	Mid-Coast Fire Prote...	43717	143.00		-5,946.32
Credit Card Charge	08/03/2017		Greyline Instrument...		743.84		-6,690.16
Bill	08/03/2017	1140469	Cambria Hardware	Curb Painting	9.73		-6,699.89
Bill	08/03/2017	1140422	Cambria Hardware	Curb Painting	96.49		-6,796.38
Bill	08/07/2017	333030	USA BlueBook	333030	589.18		-7,385.56
Bill	08/09/2017	38202	San Luis Powerhouse	38202	805.00		-8,190.56
Bill	08/09/2017	38201	San Luis Powerhouse	38201	805.00		-8,995.56
Bill	08/15/2017	1135926	Cambria Hardware	Curb Painting	149.50		-9,145.06
Bill	08/15/2017	1139398	Cambria Hardware	678	20.16		-9,165.22
Bill	08/18/2017	344791	USA BlueBook	344791	141.20		-9,306.42
Bill	08/21/2017	144458682-009	United Rentals	144458682-009	784.25		-10,090.67
Bill	08/30/2017	1148609	Cambria Hardware	678	25.55		-10,116.22
Invoice	09/01/2017	1123	San Simeon CSD	Maintenance ...		3,333.33	-6,782.89
Bill	09/01/2017	726185	Griswold Industries	926185	1,205.12		-7,988.01
Bill	09/04/2017	1150108	Cambria Hardware	678	49.42		-8,037.43
Bill	09/04/2017	1150091	Cambria Hardware	678	11.40		-8,048.83
Bill	09/05/2017	7409	Alpha Electrical Ser...	7409	220.00		-8,268.83
Bill	09/06/2017	5336	Toste Construction, ...	5336	1,100.00		-9,368.83
Bill	09/12/2017	1152355	Cambria Hardware	678	2.12		-9,370.95
Bill	09/19/2017		UPS Store	295901Q60Q4	173.70		-9,544.65
Bill	09/19/2017	931119	MKS Instruments, Inc.	Ozone Gen Hi...	2,138.00		-11,682.65
Bill	09/20/2017	34094	Greyline Instrument...	34094	109.32		-11,791.97
Bill	09/20/2017	1154823	Cambria Hardware	Filter	5.89		-11,797.86

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**Grace Environmental Services**  
**Reimbursed Charges - 5535 Report**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Invoice	10/01/2017	1127	San Simeon CSD	Maintenance ...		3,333.33	-8,464.53
Bill	10/02/2017		Brezden Pest Contr...	74111	65.00		-8,529.53
Bill	10/02/2017	1158332	Cambria Hardware	678	23.44		-8,552.97
Bill	10/05/2017	79833	Brezden Pest Contr...	79833	65.00		-8,617.97
Bill	10/06/2017	1159468	Cambria Hardware	678	6.42		-8,624.39
Credit Card Credit	10/12/2017		Ferguson			27.48	-8,596.91
Bill	10/17/2017	396019	USA BlueBook	1032017 - CL...	63.45		-8,660.36
Bill	10/17/2017	1162665	Cambria Hardware	678	0.54		-8,660.90
Bill	10/18/2017	1162972	Cambria Hardware	678	12.99		-8,673.89
Bill	10/18/2017	48363944	McMaster-Carr	Filter	34.84		-8,708.73
Bill	10/24/2017	1164725	Cambria Hardware	678	3.20		-8,711.93
Bill	10/27/2017	49173960	McMaster-Carr	Filter	45.04		-8,756.97
Credit	10/30/2017	407133	USA BlueBook	407133		44.90	-8,712.07
Bill	10/30/2017	1166229	Cambria Hardware	678	16.88		-8,728.95
Bill	10/31/2017	013A0644	Harrington Industrial...	013A0644	364.65		-9,093.60
Invoice	11/01/2017	1133	San Simeon CSD	Maintenance ...		3,333.33	-5,760.27
Bill	11/08/2017	50020887	McMaster-Carr	50020887	84.84		-5,845.11
Bill	11/09/2017	50148383	McMaster-Carr	50148383	41.68		-5,886.79
Bill	11/13/2017	1170562	Cambria Hardware	1170562	14.47		-5,901.26
Bill	11/16/2017	20286	Wigen Water Techn...	20286	662.53		-6,563.79
Credit Card Charge	11/20/2017		San Luis Obispo Co...	Weed Abate...	100.00		-6,663.79
Bill	11/20/2017	1172626	Cambria Hardware	1172626	26.80		-6,690.59
Bill	11/27/2017	1174382	Cambria Hardware	1174382	3.84		-6,694.43
Bill	11/29/2017	9629284127	Grainger	9629284127	27.49		-6,721.92
Bill	11/30/2017	38731	San Luis Powerhouse	38731	594.55		-7,316.47
Bill	11/30/2017	38732	San Luis Powerhouse	38732	625.34		-7,941.81
Invoice	12/01/2017	1136	San Simeon CSD	Maintenance ...		3,333.33	-4,608.48
Bill	12/12/2017	1178824	Cambria Hardware	1178824	14.51		-4,622.99
Bill	12/15/2017	1	Rhythm & Roots La...	1	90.00		-4,712.99
Bill	12/15/2017	1179756	Cambria Hardware	1179756	21.39		-4,734.38
Bill	12/18/2017	52556229	McMaster-Carr	50583531	35.78		-4,770.16
Bill	12/18/2017	1180694	Cambria Hardware	1180694	29.71		-4,799.87
Bill	12/19/2017	84162	Nickson's Machine	84162	894.57		-5,694.44
Invoice	01/01/2018	1141	San Simeon CSD	Maintenance ...		3,333.33	-2,361.11
Credit Card Charge	01/01/2018		Ferguson		21.55		-2,382.66
Bill	01/02/2018	917762	Mid-Coast Fire Prote...	917762	257.00		-2,639.66
Bill	01/04/2018	87477	Brezden Pest Contr...	87477	65.00		-2,704.66
Bill	01/10/2018	5439	Rhythm & Roots La...	5439	90.00		-2,794.66
Bill	01/10/2018	1185909	Cambria Hardware	1185909	1.92		-2,796.58
Credit Card Charge	01/12/2018		Ferguson		21.55		-2,818.13
Bill	01/16/2018	1187347	Cambria Hardware	1187347	68.55		-2,886.68
Bill	01/23/2018	1188959	Cambria Hardware	1188959	2.12		-2,888.80
Bill	01/24/2018	1189245	Cambria Hardware	1189245	11.78		-2,900.58
Credit Card Charge	01/25/2018		Equipco Sales & Ser...		209.27		-3,109.85
Bill	01/26/2018	45359	Mid-Coast Fire Prote...	45359	329.98		-3,439.83
Bill	01/31/2018	682	Cambria Business C...	682	176.44		-3,616.27
Invoice	02/01/2018	1148	San Simeon CSD	Maintenance ...		3,333.33	-282.94
Bill	02/01/2018	1191575	Cambria Hardware	678	32.05		-314.99
Bill	02/07/2018	25756	Northrop Grumman ...	104050.5267	762.78		-1,077.77

**Grace Environmental Services**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	02/08/2018		Cambria Hardware	678	65.82		-1,143.59
Bill	02/13/2018	39077	San Luis Powerhouse	39077	225.00		-1,368.59
Bill	02/14/2018	5490	Rhythm & Roots La...	5490	90.00		-1,458.59
Bill	02/22/2018	1197305	Cambria Hardware	678	16.81		-1,475.40
Invoice	03/01/2018	1153	San Simeon CSD	Maintenance ...		3,333.33	1,857.93
Bill	03/01/2018	506341	USA BlueBook	506341	1,093.41		764.52
Bill	03/01/2018	92442	Brezden Pest Contr...	92442	65.00		699.52
Bill	03/06/2018	34825	Greyline Instrument...	EQ Basin Flo...	2,979.38		-2,279.86
Bill	03/06/2018	634362	Davis Instruments C...	634362	62.63		-2,342.49
Bill	03/08/2018	7705	Alpha Electrical Ser...	7705	275.00		-2,617.49
Bill	03/09/2018	39217	San Luis Powerhouse	39217	1,264.25		-3,881.74
Bill	03/12/2018	5561	Rhythm & Roots La...	5561	240.00		-4,121.74
Bill	03/13/2018	39076	San Luis Powerhouse	39076	225.00		-4,346.74
Bill	03/13/2018	516229	USA BlueBook	516229	472.39		-4,819.13
Bill	03/15/2018	518977	USA BlueBook	518977	152.84		-4,971.97
Credit Card Charge	03/15/2018		Amazon.com		546.97		-5,518.94
Bill	03/20/2018	522319	USA BlueBook	522319	246.99		-5,765.93
Bill	03/22/2018	261	APTwater, LLC	261	307.38		-6,073.31
Bill	03/22/2018	252	APTwater, LLC	252	1,499.79		-7,573.10
Bill	03/22/2018	1204232	Cambria Hardware	Back p gener...	77.91		-7,651.01
Bill	03/27/2018	5775659	Ferguson	5775659	434.63		-8,085.64
Invoice	04/01/2018	1149	San Simeon CSD	Maintenance ...		3,333.33	-4,752.31
Bill	04/05/2018	94926	Brezden Pest Contr...	94926	65.00		-4,817.31
Bill	04/05/2018	5612	Rhythm & Roots La...	5612	90.00		-4,907.31
Bill	04/05/2018	1208071	Cambria Hardware	678	52.80		-4,960.11
Bill	04/08/2018	1208825	Cambria Hardware	678	23.55		-4,983.66
Credit Card Charge	04/11/2018		Home Depot		44.96		-5,028.62
Credit Card Charge	04/18/2018		Amazon.com	Batteries	64.30		-5,092.92
Bill	04/19/2018	550568	USA BlueBook	550568	485.44		-5,578.36
Bill	04/19/2018	1211631	Cambria Hardware	678	37.82		-5,616.18
Bill	04/25/2018	63575	Equipco Sales & Ser...	Testing of mai...	370.89		-5,987.07
Invoice	05/01/2018	1200	San Simeon CSD	Maintenance ...		3,333.33	-2,653.74
Bill	05/01/2018	1215041	Cambria Hardware	678	6.42		-2,660.16
Bill	05/03/2018	97432	Brezden Pest Contr...	97432	65.00		-2,725.16
Bill	05/04/2018	5684	Rhythm & Roots La...	5684	90.00		-2,815.16
Bill	05/04/2018	160425	Oasis Equipment Re...	160425	60.50		-2,875.66
Bill	05/07/2018	1216700	Cambria Hardware	678	24.65		-2,900.31
Bill	05/07/2018	1216698	Cambria Hardware	678	53.80		-2,954.11
Bill	05/16/2018	39539	San Luis Powerhouse	39539	225.00		-3,179.11
Bill	05/16/2018	39540	San Luis Powerhouse	39540	225.00		-3,404.11
Bill	05/18/2018	7816	Alpha Electrical Ser...	7816	509.50		-3,913.61
Credit Card Charge	05/25/2018	EFT	WCI Coastal Rolloff		785.00		-4,698.61
Bill	05/27/2018		Cambria Hardware	678	26.58		-4,725.19
Bill	05/29/2018	7824	Alpha Electrical Ser...	7824	1,157.00		-5,882.19
Credit Card Charge	05/30/2018	EFT	Mid-Coast Fire Prote...		341.02		-6,223.21
Bill	05/30/2018	60743	Oasis Equipment Re...	60743	323.00		-6,546.21
Bill	05/31/2018	7300056943	Amiad Water Systems	7300056943	2,376.00		-8,922.21
Invoice	06/01/2018	1205	San Simeon CSD	Maintenance ...		3,333.33	-5,588.88
Bill	06/02/2018	1223987	Cambria Hardware	678	28.95		-5,617.83

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	06/05/2018		R&B House Cleaning	House Cleaning	75.00		-5,692.83
Credit Card Charge	06/05/2018		Home Depot		136.75		-5,829.58
Bill	06/06/2018	2018-0575	D&H Water Systems	2018-0575	926.91		-6,756.49
Bill	06/06/2018	1224900	Cambria Hardware	678	15.53		-6,772.02
Bill	06/07/2018	100152	Brezden Pest Contr...	100152	65.00		-6,837.02
Bill	06/08/2018	5750	Rhythm & Roots La...	5750	90.00		-6,927.02
Credit Card Charge	06/08/2018		Environmental Reso...		133.57		-7,060.59
Bill	06/15/2018		Coastal Rolloff Servi...		208.48		-7,269.07
Bill	06/28/2018	34891	Greyline Instrument...	SCR Enclosur...	43.64		-7,312.71
Bill	06/28/2018	654879	Blue-White Industrie...	654879	390.50		-7,703.21
Bill	06/29/2018	1231683	Cambria Hardware	678	5.34		-7,708.55
Invoice	07/01/2018	1211	San Simeon CSD	Maintenance ...		3,333.33	-4,375.22
Bill	07/02/2018	24968	Charles P. Crowley ...	24968	914.83		-5,290.05
Bill	07/05/2018	102962	Brezden Pest Contr...	102962	65.00		-5,355.05
Bill	07/09/2018	46433	Mid-Coast Fire Prote...	46433	143.00		-5,498.05
Bill	07/10/2018	621000	USA BlueBook	621000	239.95		-5,738.00
Bill	07/13/2018	1235775	Cambria Hardware	678	19.17		-5,757.17
Bill	07/14/2018	5819	Rhythm & Roots La...	5819	90.00		-5,847.17
Bill	07/18/2018	629027	USA BlueBook	629027 - Blow...	225.14		-6,072.31
Bill	07/18/2018	1237088	Cambria Hardware	678	9.11		-6,081.42
Bill	07/18/2018	6298773	Ferguson	6298773	276.97		-6,358.39
Credit Card Charge	07/19/2018		Environmental Reso...		138.93		-6,497.32
Credit Card Charge	07/20/2018		Environmental Reso...		105.00		-6,602.32
Bill	07/30/2018	1240820	Cambria Hardware	678	47.17		-6,649.49
Bill	07/31/2018		R&B House Cleaning	House Cleaning	75.00		-6,724.49
Bill	07/31/2018	1370404	Ferguson	1370404	2,106.18		-8,830.67
Invoice	08/01/2018	1216	San Simeon CSD	Maintenance ...		3,333.33	-5,497.34
Bill	08/02/2018	1241911	Cambria Hardware	678	37.48		-5,534.82
Bill	08/03/2018	20665	Wigen Water Techn...	20665	1,594.38		-7,129.20
Bill	08/08/2018	1243518	Cambria Hardware	678	3.53		-7,132.73
Bill	08/10/2018	651665	USA BlueBook	651665	248.05		-7,380.78
Bill	08/10/2018	1244118	Cambria Hardware	678	27.86		-7,408.64
Bill	08/13/2018	1060	Rhythm & Roots La...	1060	90.00		-7,498.64
Bill	08/13/2018	1245217	Cambria Hardware	678	21.74		-7,520.38
Bill	08/13/2018	1245221	Cambria Hardware	678	4.03		-7,524.41
Credit Card Charge	08/14/2018		Davis Instruments C...		33.94		-7,558.35
Bill	08/17/2018	70938941	McMaster-Carr	70938941	338.83		-7,897.18
Bill	08/17/2018	39966	San Luis Powerhouse	39966	835.00		-8,732.18
Bill	08/20/2018	1247166	Cambria Hardware	678	19.78		-8,751.96
Credit Card Charge	08/22/2018		Dell High Education		948.76		-9,700.72
Credit Card Charge	08/23/2018		Flir Lorex		396.81		-10,097.53
Bill	08/27/2018	40007	San Luis Powerhouse	40007	835.00		-10,932.53
Bill	08/27/2018	011365	Jeff Lachance	011365	270.00		-11,202.53
Bill	08/28/2018	1249485	Cambria Hardware	678	2.46		-11,204.99
Credit Card Charge	08/28/2018		Dornbos Sign, Inc.		37.75		-11,242.74
Bill	08/29/2018	1249950	Cambria Hardware	678	3.47		-11,246.21
Bill	08/29/2018	6498151	Ferguson	6498151	2,300.51		-13,546.72
Bill	08/30/2018	1250182	Cambria Hardware	678	55.76		-13,602.48
Invoice	09/01/2018	1225	San Simeon CSD	Maintenance ...		3,333.33	-10,269.15

**Grace Environmental Services**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	09/04/2018		Davis Instruments C...		21.45		-10,290.60
Bill	09/04/2018	1251461	Cambria Hardware	678	84.60		-10,375.20
Bill	09/05/2018	72548019	McMaster-Carr	72548019	338.42		-10,713.62
Bill	09/06/2018	1252230	Cambria Hardware	678	28.94		-10,742.56
Bill	09/07/2018	1252320	Cambria Hardware	678	123.23		-10,865.79
Bill	09/13/2018	302036	Brezden Pest Contr...	302036	65.00		-10,930.79
Bill	09/13/2018	304977	Brezden Pest Contr...	304977	65.00		-10,995.79
Bill	09/13/2018	1123	Rhythm & Roots La...	1123	90.00		-11,085.79
Bill	09/13/2018	1254154	Cambria Hardware	678	46.18		-11,131.97
Bill	09/14/2018	1254412	Cambria Hardware	678	28.25		-11,160.22
Invoice	09/18/2018	1230	San Simeon CSD	Facility Maint...		7,708.55	-3,451.67
Bill	09/19/2018	687800	USA BlueBook	687800	204.74		-3,656.41
Bill	09/27/2018		C.A. Larsen Co.	Filter	443.20		-4,099.61
Bill	09/27/2018	1258152	Cambria Hardware	678	37.66		-4,137.27
Bill	09/28/2018	011390	Jeff Lachance	011390	360.00		-4,497.27
Invoice	10/01/2018	1233	San Simeon CSD	Maintenance ...		3,333.33	-1,163.94
Bill	10/04/2018	307701	Brezden Pest Contr...	304977	65.00		-1,228.94
Bill	10/09/2018	75683106	McMaster-Carr	75683106	154.05		-1,382.99
Bill	10/15/2018	1202	Rhythm & Roots La...	1202	90.00		-1,472.99
Bill	10/15/2018	1263358	Cambria Hardware	678	52.35		-1,525.34
Bill	10/17/2018	34214	Pacific Heating		25.00		-1,550.34
Bill	10/20/2018	1265179	Cambria Hardware	678	21.41		-1,571.75
Bill	10/22/2018	1407432-A	Dataremote		686.43		-2,258.18
Bill	10/26/2018		C.A. Larsen Co.	EQ basin retu...	2,985.38		-5,243.56
Bill	10/29/2018	982408	Jeff Lachance	982408	300.00		-5,543.56
Invoice	11/01/2018	1239	San Simeon CSD	Maintenance ...		3,333.33	-2,210.23
Bill	11/01/2018	1268436	Cambria Hardware	1268436	88.55		-2,298.78
Bill	11/06/2018	310413	Brezden Pest Contr...	310413	65.00		-2,363.78
Bill	11/07/2018	1270245	Cambria Hardware	678	14.55		-2,378.33
Bill	11/12/2018	1297	Rhythm & Roots La...	1297	90.00		-2,468.33
Bill	11/13/2018	40383	San Luis Powerhouse	40383	951.16		-3,419.49
Bill	11/13/2018	40382	San Luis Powerhouse	40382	947.51		-4,367.00
Bill	11/16/2018	611961	Miner's Ace Hardware	611961	267.19		-4,634.19
Bill	11/20/2018	181101919201	Great Western Alar...	181101919201	85.00		-4,719.19
Credit Card Charge	11/21/2018		Lowes		139.00		-4,858.19
Bill	11/27/2018	982432	Jeff Lachance	982432	300.00		-5,158.19
Credit Card Charge	11/27/2018		Lowes		14.40		-5,172.59
Invoice	12/01/2018	1248	San Simeon CSD	Maintenance ...		3,333.33	-1,839.26
Bill	12/04/2018	1277975	Cambria Hardware	678	13.77		-1,853.03
Bill	12/06/2018	313061	Brezden Pest Contr...	313061	69.00		-1,922.03
Bill	12/12/2018	1377	Rhythm & Roots La...	1377	90.00		-2,012.03
Bill	12/14/2018		APTwater, LLC	Hypox PLC I/...	481.85		-2,493.88
Bill	12/28/2018	771979	USA BlueBook	771979	171.48		-2,665.36
Bill	12/31/2018	982449	Jeff Lachance	982449	180.00		-2,845.36
Invoice	01/01/2019	1253	San Simeon CSD	Maintenance ...		3,333.33	487.97
Bill	01/03/2019	1482	Rhythm & Roots La...	1482	90.00		397.97
Bill	01/03/2019	315420	Brezden Pest Contr...	315420	69.00		328.97
Bill	01/08/2019	8203	Alpha Electrical Ser...	8203	322.00		6.97
Bill	01/10/2019	20913	Wigen Water Techn...	20913	688.53		-681.56

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Accrual Basis

**Grace Environmental Services**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	01/15/2019		R&B House Cleaning	Office clean up	187.50		-869.06
Bill	01/15/2019	786131	USA BlueBook	786131	2,631.35		-3,500.41
Bill	01/18/2019	1289533	Cambria Hardware	1289533	35.33		-3,535.74
Bill	01/23/2019	VO12319DP5	Accurate Measurem...	VO12319DP5	3,023.72		-6,559.46
Bill	01/28/2019	881327	Environmental Reso...	881327	137.41		-6,696.87
Bill	01/30/2019	8243	Alpha Electrical Ser...	8243	800.45		-7,497.32
Bill	01/30/2019	082475	Jeff Lachance	082475	120.00		-7,617.32
Invoice	02/01/2019	1257	San Simeon CSD	Maintenance ...		3,333.33	-4,283.99
Bill	02/06/2019	15901188	Scott O'Brien Fire & ...	15901188	368.41		-4,652.40
Bill	02/07/2019	317814	Brezden Pest Contr...	317814	69.00		-4,721.40
Bill	02/07/2019	5888	Rhythm & Roots La...	5888	90.00		-4,811.40
Bill	02/14/2019	1427520	Ferguson	1427520	868.77		-5,680.17
Bill	02/22/2019	40819	San Luis Powerhouse	40382	225.00		-5,905.17
Bill	02/22/2019	40818	San Luis Powerhouse	40818	225.00		-6,130.17
Bill	02/23/2019	00021	R&B House Cleaning	Office clean up	410.00		-6,540.17
Bill	02/25/2019	1433125	Ferguson	1433125	864.07		-7,404.24
Bill	02/27/2019	082485	Jeff Lachance	082485	120.00		-7,524.24
Bill	02/27/2019	53026	Winsor Construction...	Road Base fo...	206.53		-7,730.77
Credit Card Charge	02/28/2019		costco Whse		254.81		-7,985.58
Bill	02/28/2019	825753	USA BlueBook	825753	62.48		-8,048.06
Invoice	03/01/2019	1265	San Simeon CSD	Maintenance ...		3,333.33	-4,714.73
Credit Card Charge	03/01/2019		Central Coast Bearing		35.32		-4,750.05
Bill	03/07/2019	320100	Brezden Pest Contr...	320100	69.00		-4,819.05
Bill	03/11/2019	1585	Rhythm & Roots La...	1585	90.00		-4,909.05
Bill	03/11/2019	1302880	Cambria Hardware	1302880	23.03		-4,932.08
Bill	03/12/2019	00036	R&B House Cleaning	00036	205.00		-5,137.08
Bill	03/13/2019	1303359	Cambria Hardware	1303359	70.72		-5,207.80
Credit Card Charge	03/14/2019		Best Buy	2 Tablets for ...	331.73		-5,539.53
Credit Card Charge	03/14/2019		Best Buy	2 Tablets for ...	59.98		-5,599.51
Bill	03/22/2019	846550	USA BlueBook	846550	284.21		-5,883.72
Bill	03/27/2019	850519	USA BlueBook	850519	53.88		-5,937.60
Bill	03/29/2019	8345	Alpha Electrical Ser...	8345	1,072.00		-7,009.60
Invoice	04/01/2019	1277	San Simeon CSD	Maintenance ...		3,333.33	-3,676.27
Bill	04/01/2019	182311	Jeff Lachance	182311	90.00		-3,766.27
Bill	04/04/2019	1656	Rhythm & Roots La...	1656	90.00		-3,856.27
Bill	04/04/2019	322728	Brezden Pest Contr...	322728	69.00		-3,925.27
Bill	04/04/2019	858329	USA BlueBook	858329	336.69		-4,261.96
Bill	04/08/2019	861324	USA BlueBook	861324	325.62		-4,587.58
Bill	04/12/2019	1311951	Cambria Hardware	Office Repair	32.72		-4,620.30
Credit Card Charge	04/12/2019		Poly Pro Window & ...	Office Repair	1,495.56		-6,115.86
Credit Card Charge	04/12/2019		Sherwin Williams	Office Repair	266.62		-6,382.48
Check	04/15/2019	1261	Floor Discount Center	Office Repair	1,586.57		-7,969.05
Bill	04/18/2019	1313608	Cambria Hardware	Office Repair	158.98		-8,128.03
Bill	04/18/2019	1313775	Cambria Hardware	Office Repair	33.69		-8,161.72
Bill	04/18/2019	1313901	Cambria Hardware	Office Repair	13.84		-8,175.56
Credit Card Charge	04/18/2019		Environmental Reso...		549.70		-8,725.26
Bill	04/19/2019	1313948	Cambria Hardware	1313948	47.17		-8,772.43
Bill	04/22/2019	303	De Alba Construction	Office Repair	3,910.00		-12,682.43
Credit Card Charge	04/22/2019	523499	National Business F...	Office Repair	1,953.02		-14,635.45



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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	04/23/2019		Staples	Office Repair	205.47		-14,840.92
Credit Card Charge	04/23/2019		Amazon.com	Office Repair	52.76		-14,893.68
Credit Card Charge	04/23/2019		Amazon.com	Office Repair	16.99		-14,910.67
Credit Card Charge	04/23/2019		Amazon.com	Office Repair	65.12		-14,975.79
Credit Card Charge	04/25/2019		Amazon.com	Office Repair	42.88		-15,018.67
Bill	04/29/2019	182320	Jeff Lachance	182320	240.00		-15,258.67
Bill	04/29/2019	880472	USA BlueBook	880472	479.97		-15,738.64
Bill	04/29/2019	1316693	Cambria Hardware	Office Repair	25.47		-15,764.11
Invoice	05/01/2019	1281	San Simeon CSD	Maintenance ...		3,333.33	-12,430.78
Credit Card Charge	05/01/2019		Amazon.com	Office Repair	26.65		-12,457.43
Credit Card Charge	05/01/2019		Amazon.com	Office Repair	37.05		-12,494.48
Bill	05/02/2019	325486	Brezden Pest Contr...	325486	69.00		-12,563.48
Credit Card Charge	05/02/2019	501140	Asap Reprographics	Laminating w...	23.77		-12,587.25
Bill	05/06/2019	1318565	Cambria Hardware	678	71.12		-12,658.37
Bill	05/06/2019	1318567	Cambria Hardware	678	34.59		-12,692.96
Bill	05/06/2019	1318678	Cambria Hardware	678	33.69		-12,726.65
Bill	05/07/2019	888851	USA BlueBook	888851	48.09		-12,774.74
Bill	05/07/2019	1319017	Cambria Hardware	678	14.99		-12,789.73
Bill	05/07/2019	1318932	Cambria Hardware	678	116.06		-12,905.79
Bill	05/07/2019	1318973	Cambria Hardware	678	50.75		-12,956.54
Bill	05/08/2019	310	De Alba Construction	Office - Wind...	1,990.00		-14,946.54
Bill	05/12/2019		R&B House Cleaning	April/May	75.00		-15,021.54
Bill	05/15/2019	1299091	Cambria Hardware	678	16.06		-15,037.60
Bill	05/15/2019	1296168	Cambria Hardware	678	46.07		-15,083.67
Bill	05/15/2019	1295630	Cambria Hardware	678	16.26		-15,099.93
Bill	05/15/2019	1734	Rhythm & Roots La...	1734	90.00		-15,189.93
Bill	05/16/2019	8422	Alpha Electrical Ser...	8422	1,952.55		-17,142.48
Bill	05/27/2019	182337	Jeff Lachance	182337	210.00		-17,352.48
Credit Card Charge	05/29/2019		Staples	Office Repair	150.14		-17,502.62
Bill	05/30/2019	1325546	Cambria Hardware	678	1.54		-17,504.16
Bill	05/30/2019	41261	San Luis Powerhouse	41261	225.00		-17,729.16
Bill	05/30/2019	41260	San Luis Powerhouse	41260	225.00		-17,954.16
Bill	05/31/2019	99288	Telstar Instruments	99288	1,351.00		-19,305.16
Bill	05/31/2019	1447135	Ferguson	1447135	843.64		-20,148.80
Bill	05/31/2019	1447904	Ferguson	1447904	883.30		-21,032.10
Invoice	06/01/2019	1290	San Simeon CSD	Maintenance ...		3,333.33	-17,698.77
Bill	06/04/2019	328316	Brezden Pest Contr...	328316	69.00		-17,767.77
Bill	06/04/2019	8450	Alpha Electrical Ser...	8450	2,305.15		-20,072.92
Bill	06/06/2019	8451	Alpha Electrical Ser...	8451	2,861.91		-22,934.83
Bill	06/12/2019	1807	Rhythm & Roots La...	1807	90.00		-23,024.83
Invoice	07/01/2019	1295	San Simeon CSD	Maintenance ...		3,333.33	-19,691.50
Bill	07/01/2019		Purchase Power	Prop 218 & V...	300.00		-19,991.50
Invoice	07/01/2019	1301	San Simeon CSD	Facility Maint...		15,316.28	-4,675.22
Bill	07/01/2019	98724333	McMaster-Carr	98724333	397.15		-5,072.37
Bill	07/01/2019	46897 - 2nd lo...	Mid-Coast Fire Prote...	46897 - 2nd l...	120.00		-5,192.37
Bill	07/01/2019	594610	Jeff Lachance	182337	150.00		-5,342.37
Bill	07/01/2019		R&B House Cleaning	June 2019	37.50		-5,379.87
Bill	07/02/2019	1882	Rhythm & Roots La...	1882	90.00		-5,469.87
Bill	07/10/2019	324	De Alba Construction	French Drain ...	1,650.00		-7,119.87

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	07/12/2019	66165	Equipco Sales & Ser...		435.90		-7,555.77
Bill	07/15/2019	8512	Alpha Electrical Ser...	8512	418.00		-7,973.77
Bill	07/17/2019	190703196201	Great Western Alar...	19070319620...	299.50		-8,273.27
Bill	07/19/2019	1653572019	Underground Svs Al...	1653572019	150.00		-8,423.27
Credit Card Charge	07/19/2019	331317	Brezden Pest Contr...		69.00		-8,492.27
Bill	07/20/2019	072019	Debbie Markham	Drone Photos...	100.00		-8,592.27
Bill	07/22/2019	2019-0848	D&H Water Systems	2019-0848	821.99		-9,414.26
Bill	07/29/2019	594726	Jeff Lachance	594726	210.00		-9,624.26
Invoice	08/01/2019	1308	San Simeon CSD	Maintenance ...		3,333.33	-6,290.93
Bill	08/05/2019	12193488	McMaster-Carr	12193488	110.53		-6,401.46
Bill	08/09/2019	1963	Rhythm & Roots La...	1963	90.00		-6,491.46
Bill	08/12/2019	977585	USA BlueBook	977585	93.35		-6,584.81
Bill	08/13/2019	334199	Brezden Pest Contr...	334199	69.00		-6,653.81
Bill	08/14/2019	1348614	Cambria Hardware	678	17.76		-6,671.57
Bill	08/20/2019	1350488	Cambria Hardware	678	92.55		-6,764.12
Bill	08/20/2019	1350492	Cambria Hardware	678	23.57		-6,787.69
Credit Card Charge	08/22/2019		Zoro		868.98		-7,656.67
Bill	08/22/2019	2019-0999	D&H Water Systems	2019-0999	270.06		-7,926.73
Bill	08/26/2019	594837	Jeff Lachance	594837	120.00		-8,046.73
Bill	08/26/2019	1352290	Cambria Hardware	678	9.46		-8,056.19
Bill	08/28/2019	41719	San Luis Powerhouse	41719	835.00		-8,891.19
Bill	08/28/2019	41720	San Luis Powerhouse	41720	835.00		-9,726.19
Bill	08/30/2019		R&B House Cleaning	June 2019	81.25		-9,807.44
Invoice	09/01/2019	1313	San Simeon CSD	Maintenance ...		3,333.33	-6,474.11
Bill	09/03/2019	090319	Debbie Markham	Drone Photos...	300.00		-6,774.11
Bill	09/05/2019	2047	Rhythm & Roots La...	2047	90.00		-6,864.11
Bill	09/09/2019	1356527	Cambria Hardware	678	35.33		-6,899.44
Bill	09/10/2019	1356984	Cambria Hardware	678	50.39		-6,949.83
Credit Card Charge	09/16/2019		Instrumart	Well Transdu...	1,279.19		-8,229.02
Bill	09/18/2019	337547	Brezden Pest Contr...	337547	69.00		-8,298.02
Credit Card Charge	09/19/2019		Trashcansunlimited		547.79		-8,845.81
Credit Card Charge	09/24/2019		Poly Pro Window & ...		262.76		-9,108.57
Credit	09/24/2019	1360992	Cambria Hardware	Return Aerator		2.90	-9,105.67
Credit Card Charge	09/30/2019		Equipco Sales & Ser...		544.55		-9,650.22
Invoice	10/01/2019	1323	San Simeon CSD	Maintenance ...		3,333.33	-6,316.89
Bill	10/01/2019	594166	Jeff Lachance	594166	150.00		-6,466.89
Bill	10/03/2019	8053896	Ferguson	8053896	104.52		-6,571.41
Bill	10/03/2019	1363582	Cambria Hardware	678	28.54		-6,599.95
Bill	10/04/2019	916745	Environmental Reso...	916745	107.83		-6,707.78
Bill	10/07/2019	1364938	Cambria Hardware	678	49.37		-6,757.15
Bill	10/08/2019	2142	Rhythm & Roots La...	2142	90.00		-6,847.15
Credit Card Charge	10/08/2019		Brezden Pest Contr...		69.00		-6,916.15
Bill	10/08/2019	1365257	Cambria Hardware	678	13.49		-6,929.64
Bill	10/09/2019	1365469	Cambria Hardware	678	24.15		-6,953.79
Bill	10/16/2019	1367550	Cambria Hardware	678	37.13		-6,990.92
Bill	10/17/2019	1367612	Cambria Hardware	678	5.83		-6,996.75
Bill	10/17/2019	1367828	Cambria Hardware	678	18.54		-7,015.29
Credit Card Charge	10/17/2019		Staples		80.00		-7,095.29
Bill	10/18/2019	1368040	Cambria Hardware	678	10.27		-7,105.56

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	10/21/2019	1368876	Cambria Hardware	678	40.00		-7,145.56
Bill	10/22/2019	1369076	Cambria Hardware	678	2.55		-7,148.11
Bill	10/24/2019	1369587	Cambria Hardware	678	20.98		-7,169.09
Bill	10/28/2019	594382	Jeff Lachance	594382	120.00		-7,289.09
Bill	10/30/2019	1371505	Cambria Hardware	678	4.46		-7,293.55
Invoice	11/01/2019	1330	San Simeon CSD	Maintenance ...		3,333.33	-3,960.22
Bill	11/04/2019	013B1112	Harrington Industrial...	013B1112	379.17		-4,339.39
Bill	11/12/2019	343592	Brezden Pest Contr...	343592	69.00		-4,408.39
Bill	11/18/2019	2237	Rhythm & Roots La...	2237	90.00		-4,498.39
Credit Card Charge	11/20/2019		GoDaddy.com	Director's Em...	335.16		-4,833.55
Bill	11/20/2019		R&B House Cleaning	Oct-Nov 2019	100.00		-4,933.55
Credit Card Charge	11/22/2019		GoDaddy.com		250.46		-5,184.01
Credit Card Charge	11/22/2019		GoDaddy.com		17.76		-5,201.77
Credit Card Charge	11/22/2019		GoDaddy.com		26.77		-5,228.54
Bill	11/25/2019	594611	Jeff Lachance	594611	120.00		-5,348.54
Bill	11/25/2019	1378660	Cambria Hardware	678	5.77		-5,354.31
Bill	11/27/2019	72253	San Luis Powerhouse	42253	612.35		-5,966.66
Bill	11/27/2019	42252	San Luis Powerhouse	42252	681.89		-6,648.55
Invoice	12/01/2019	1333	San Simeon CSD	Maintenance ...		3,333.33	-3,315.22
Bill	12/10/2019	8771	Alpha Electrical Ser...	8771	509.50		-3,824.72
Bill	12/26/2019	346519	Brezden Pest Contr...	346519	69.00		-3,893.72
Bill	12/30/2019	594726	Jeff Lachance	594726	150.00		-4,043.72
Invoice	01/01/2020	1340	San Simeon CSD	Maintenance ...		3,333.33	-710.39
Bill	01/03/2020	S67348	Equipco Sales & Ser...	Testing of mai...	208.40		-918.79
Bill	01/06/2020		Purchase Power	Postage for B...	301.50		-1,220.29
Bill	01/10/2020	2410	Rhythm & Roots La...	2410	90.00		-1,310.29
Credit Card Charge	01/10/2020		GlobalIndustrialEQ		802.02		-2,112.31
Bill	01/13/2020	8827	Alpha Electrical Ser...	8827	447.00		-2,559.31
Bill	01/14/2020	349231	Brezden Pest Contr...	349231	69.00		-2,628.31
Bill	01/15/2020	102252	Telstar Instruments	102252	573.62		-3,201.93
Bill	01/18/2020	1393114	Cambria Hardware	678	6.18		-3,208.11
Bill	01/23/2020	123833	USA BlueBook	123833	52.20		-3,260.31
Total 5535 · Reimbursed Charges					247,558.80	244,298.49	-3,260.31
<b>TOTAL</b>					<b>247,558.80</b>	<b>244,298.49</b>	<b>-3,260.31</b>

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# EXHIBIT J

**From:** Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>

**Subject:** February 5535 SSCSD maintenance expenditure tracking report

**Date:** March 20, 2020 at 18:11:20 PDT

**To:** Mary Margaret Mcguire <[mmsansimeon@gmail.com](mailto:mmsansimeon@gmail.com)>

Mary Margaret,

Attached is the 5535 report for the month of February. The maintenance fund continues to gain ground in that the fund is only \$1,513 negative compared to \$3,260 negative in January.

Charles Grace

805 431 6253

[www.graceenviro.com](http://www.graceenviro.com)

**Grace Environmental Services**  
**5535 Report**  
**August 2014 through February 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>5535 - Reimbursed Charges</b>							
Invoice	08/01/2014	100SS...	San Simeon CSD	Reimbursed ...		3,333.33	3,333.33
Bill	08/13/2014	5489	Alpha Electrical Ser...	5489	389.26		2,944.07
Bill	08/13/2014	5498	Alpha Electrical Ser...	5498	586.21		2,357.86
Bill	08/19/2014	98726...	McMaster-Carr	0814JCopeland	397.94		1,959.92
Bill	08/19/2014	98726...	McMaster-Carr	0819JCopeland	13.61		1,946.31
Bill	08/20/2014	23509	Northrop Grumman ...	104050.5267	365.35		1,580.96
Bill	08/25/2014	COMB...	Cambria Hardware	-MULTIPLE-	37.35		1,543.61
Invoice	09/02/2014	1004	San Simeon CSD	Maintenance ...		3,333.33	4,876.94
Bill	09/02/2014	134012	Oasis Equipment Re...	134012	83.07		4,793.87
Bill	09/05/2014	144240	Oasis Equipment Re...	144240	49.00		4,744.87
Bill	09/09/2014	14070...	Sage Designs, Inc.	1407032622	395.00		4,349.87
Bill	09/18/2014	33267	San Luis Powerhouse	33267	805.00		3,544.87
Bill	09/18/2014	33266	San Luis Powerhouse	33266	805.00		2,739.87
Bill	09/18/2014	9645	RK Consulting, Ltd.	9645	485.00		2,254.87
Bill	09/18/2014	2014544	Associated Backflow...	2014544	130.00		2,124.87
Invoice	10/01/2014	1005	San Simeon CSD	Maintenance ...		3,333.33	5,458.20
Bill	10/08/2014		Miner's Ace Hardware	Compressor	30.23		5,427.97
Bill	10/09/2014	17453	Encompass Inspecti...	To pay amou...	167.50		5,260.47
Bill	10/23/2014	483247	USA BlueBook	483247	117.16		5,143.31
Check	10/28/2014	1004	Ferguson		900.00		4,243.31
Bill	10/29/2014	871016	Cambria Hardware	678	14.06		4,229.25
Bill	10/29/2014	870993	Cambria Hardware	678	54.01		4,175.24
Invoice	11/01/2014	1008	San Simeon CSD	Maintenance ...		3,333.33	7,508.57
Bill	11/03/2014	491184	USA BlueBook	1032017	239.66		7,268.91
Bill	11/03/2014	490806	USA BlueBook	1032017	44.95		7,223.96
Bill	11/18/2014	876028	Cambria Hardware	678	13.43		7,210.53
Bill	11/26/2014		San Luis Powerhouse	33705	1,762.07		5,448.46
Invoice	12/01/2014	1010	San Simeon CSD	Maintenance ...		3,333.33	8,781.79
Check	12/12/2014	EFT	Grand Awards		48.79		8,733.00
Invoice	01/01/2015	1013	San Simeon CSD	Maintenance ...		3,333.33	12,066.33
Bill	01/14/2015	452389	Miner's Ace Hardware	Compressor	25.46		12,040.87
Bill	01/15/2015	5914	H2O Engineering		2,915.00		9,125.87
Credit Card Charge	01/16/2015		Ferguson		899.43		8,226.44
Bill	01/17/2015		Alpha Electrical Ser...	5734 & 5735	787.50		7,438.94
Bill	01/17/2015		Cambria Hardware	678	42.90		7,396.04
Bill	01/28/2015	EFT	Borges & Mahoney ...	136212	755.36		6,640.68
Bill	01/28/2015	9193373	Hach Company	9193373	301.79		6,338.89
Bill	01/28/2015	EFT	Cambria Hardware	678	41.07		6,297.82
Bill	01/30/2015		Xylem	6250	1,862.66		4,435.16
Invoice	02/01/2015	1015	San Simeon CSD	Maintenance ...		3,333.33	7,768.49
Bill	02/10/2015	564700	USA BlueBook	1032017	93.90		7,674.59
Bill	02/16/2015		Dechance Construct...	Lic# 562824	1,404.00		6,270.59
Bill	02/16/2015		Cambria Hardware	678	52.30		6,218.29
Bill	02/16/2015	336981	San Luis Powerhouse	33981	215.00		6,003.29
Bill	02/16/2015		Tito Mendoza	791995	120.00		5,883.29
Bill	02/16/2015	546998	USA BlueBook	1032017	392.20		5,491.09
Bill	02/16/2015	456080	Miner's Ace Hardware	Compressor	7.55		5,483.54
Credit Card Charge	02/16/2015		H2O Engineering		336.20		5,147.34

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Accrual Basis

**Grace Environmental Services**  
**5535 Report**  
**August 2014 through February 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	02/20/2015		H2O Engineering		579.16		4,568.18
Invoice	03/01/2015	1017	San Simeon CSD	Maintenance ...		3,333.33	7,901.51
Bill	03/02/2015	904326	Cambria Hardware	678	42.99		7,858.52
Bill	03/05/2015	0043	JR's Environmental ...	0043	1,995.00		5,863.52
Bill	03/14/2015	WO-5...	Scott O'Brien Fire & ...		267.25		5,596.27
Bill	03/18/2015	594767	USA BlueBook	1032017	48.88		5,547.39
Bill	03/19/2015	25871...	McMaster-Carr	25871539	35.24		5,512.15
Credit Card Charge	03/24/2015		Environmental Reso...		331.12		5,181.03
Bill	03/28/2015	6269	H2O Engineering	6269	214.81		4,966.22
Bill	03/28/2015	6171	H2O Engineering	6171	235.83		4,730.39
Bill	03/28/2015	6976	H2O Engineering	6976	208.55		4,521.84
Credit Card Charge	03/31/2015		Ferguson		899.78		3,622.06
Invoice	04/01/2015	1019	San Simeon CSD	Maintenance ...		3,333.33	6,955.39
Bill	04/08/2015	8715-09	Dechance Construct...	Lic# 562824	4,425.45		2,529.94
Bill	04/09/2015		Hach Company	9314080	526.11		2,003.83
Bill	04/09/2015	73000...	Amiad Water Systems	7300020864	2,762.45		-758.62
Bill	04/09/2015		Cambria Hardware	678	7.51		-766.13
Bill	04/09/2015	9324171	Hach Company	40236958	66.65		-832.78
Bill	04/11/2015	2298	Brebes Builders	2298	1,100.00		-1,932.78
Bill	04/16/2015	463057	Miner's Ace Hardware	139600	32.34		-1,965.12
Bill	04/20/2015	623543	USA BlueBook	1032017	773.69		-2,738.81
Bill	04/22/2015	2015190	Associated Backflow...	2015190	798.00		-3,536.81
Bill	04/23/2015	915146	Cambria Hardware	678	263.47		-3,800.28
Invoice	05/01/2015	1021	San Simeon CSD	Maintenance ...		3,333.33	-466.95
Bill	05/04/2015		Cambria Hardware	678	64.62		-531.57
Bill	05/05/2015	465316	Miner's Ace Hardware	139600	15.51		-547.08
Bill	05/07/2015	29582...	McMaster-Carr	29582203	201.72		-748.80
Bill	05/31/2015	73000...	Amiad Water Systems	7300056964	49.50		-798.30
Invoice	06/01/2015	1023	San Simeon CSD	Maintenance ...		3,333.33	2,535.03
Bill	06/11/2015	165479	Davis Instruments C...		232.00		2,303.03
Credit Card Charge	06/17/2015		Ferguson		1,818.23		484.80
Bill	06/27/2015	27953	Greyline Instrument...		789.62		-304.82
Bill	06/27/2015	27850	Greyline Instrument...		473.50		-778.32
Bill	06/27/2015		San Luis Powerhouse	34430/34431	430.00		-1,208.32
Bill	06/27/2015	51888	Clay's Septic & Jetti...		1,850.00		-3,058.32
Bill	06/27/2015	11428	Machine Logic		62.50		-3,120.82
Bill	06/29/2015	33394...	McMaster-Carr	232317300	167.56		-3,288.38
Credit	06/29/2015	33394...	McMaster-Carr	Inadvertantly...		167.56	-3,120.82
Invoice	07/01/2015	1025	San Simeon CSD	Maintenance ...		3,333.33	212.51
Credit Card Credit	07/01/2015		Davis Instruments C...			161.25	373.76
Credit Card Charge	07/02/2015		Equipco Sales & Ser...		385.22		-11.46
Bill	07/09/2015	935330	Cambria Hardware	678	31.13		-42.59
Bill	07/13/2015	936228	Cambria Hardware	678	7.65		-50.24
Bill	07/13/2015	33394...	McMaster-Carr	232317300	167.56		-217.80
Bill	07/15/2015	936933	Cambria Hardware	678	6.28		-224.08
Bill	07/15/2015	697264	USA BlueBook	1032017	147.14		-371.22
Bill	07/22/2015	5235	H2O Engineering	Hipox	208.55		-579.77
Bill	07/23/2015	147763	Oasis Equipment Re...	147763	114.74		-694.51
Bill	07/24/2015	742904	MKS Instruments, Inc.	Hipox	513.84		-1,208.35

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Accrual Basis

**Grace Environmental Services**  
**5535 Report**  
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	07/24/2015	30036	Greyline Instrument...	30036	977.28		-2,185.63
Bill	07/24/2015	939435	Cambria Hardware	-MULTIPLE-	105.82		-2,291.45
Credit Card Charge	07/27/2015		Dog Poop Bags.com		76.45		-2,367.90
Invoice	08/01/2015	1027	San Simeon CSD	Maintenance ...		3,333.33	965.43
Credit Card Charge	08/06/2015		Contractors Mainten...	Compressor ...	307.80		657.63
Bill	08/10/2015	944008	Cambria Hardware	678	5.25		652.38
Bill	08/24/2015	478611	Miner's Ace Hardware	paid twice	141.42		510.96
Bill	08/24/2015		Miner's Ace Hardware	Miner's gave ...	141.42		369.54
Bill	08/25/2015	34876	San Luis Powerhouse	34430/34431	1,610.00		-1,240.46
Bill	08/26/2015	948574	Cambria Hardware	948574	33.57		-1,274.03
Bill	08/31/2015	376	Cambria Business C...	Pump shipping	40.40		-1,314.43
Invoice	09/01/2015	1029	San Simeon CSD	Maintenance ...		3,333.33	2,018.90
Bill	09/01/2015	38115...	McMaster-Carr	38115168	367.21		1,651.69
Bill	09/07/2015	35295...	FedEx	Hose for SWRF	59.86		1,591.83
Bill	09/11/2015	480771	Miner's Ace Hardware	480771	27.73		1,564.10
Credit Card Charge	09/11/2015		Grainger		47.81		1,516.29
Credit Card Charge	09/11/2015		Blue White Industries		385.83		1,130.46
Bill	09/11/2015	6242	Alpha Electrical Ser...	6242	880.00		250.46
Bill	09/14/2015	953934	Cambria Hardware	953934	30.59		219.87
Bill	09/15/2015	578288	Davis Instruments C...	578288	260.13		-40.26
Bill	09/17/2015	954706	Cambria Hardware	678	14.71		-54.97
Bill	09/18/2015	1509481	Sage Designs, Inc.	1509481	395.00		-449.97
Bill	09/30/2015	387	Cambria Business C...	Pump shipping	39.70		-489.67
Invoice	10/01/2015	1031	San Simeon CSD	Maintenance ...		3,333.33	2,843.66
Bill	10/05/2015	959875	Cambria Hardware	959875	4.28		2,839.38
Bill	10/05/2015	959833	Cambria Hardware	959833	48.05		2,791.33
General Journal	10/08/2015	579231	Davis Instruments C...	579231		188.13	2,979.46
Bill	10/21/2015	782269	USA BlueBook	1032017	225.67		2,753.79
Bill	10/23/2015	964791	Cambria Hardware	678	17.18		2,736.61
Bill	10/27/2015	787660	USA BlueBook	1032017	218.84		2,517.77
Bill	10/28/2015	966013	Cambria Hardware	966013 - 678	6.43		2,511.34
Bill	10/29/2015	966258	Cambria Hardware	966258 - 678	5.90		2,505.44
Bill	10/31/2015	390	Cambria Business C...	Pump shipping	126.72		2,378.72
Invoice	11/01/2015	1035	San Simeon CSD	Maintenance ...		3,333.33	5,712.05
Bill	11/03/2015	967632	Cambria Hardware	967632 - 678	42.16		5,669.89
Bill	11/04/2015	967919	Cambria Hardware	967919 - 678	10.38		5,659.51
Bill	11/05/2015	968280	Cambria Hardware	678	9.42		5,650.09
Bill	11/07/2015	962517	Cambria Hardware	678	18.05		5,632.04
Bill	11/07/2015	487567	Miner's Ace Hardware	139600	40.56		5,591.48
Bill	11/07/2015	41179...	McMaster-Carr	41179442	46.88		5,544.60
Bill	11/18/2015	59614	United Staffing Asso...	59614	227.91		5,316.69
Bill	11/18/2015	59658	United Staffing Asso...	59658	107.96		5,208.73
Invoice	12/01/2015	1037	San Simeon CSD	Maintenance ...		3,333.33	8,542.06
Bill	12/01/2015	813504	USA BlueBook	1032017 813...	151.71		8,390.35
Credit Card Charge	12/03/2015		Pump Express Enter...		1,782.16		6,608.19
Bill	12/09/2015	820718	USA BlueBook	1032017 820...	337.32		6,270.87
Credit Card Charge	12/09/2015		Dog Poop Bags.com		76.45		6,194.42
Bill	12/10/2015	977936	Cambria Hardware	678	71.73		6,122.69
Bill	12/12/2015	35385	San Luis Powerhouse	35385	572.28		5,550.41



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Accrual Basis

**Grace Environmental Services**  
**5535 Report**  
**August 2014 through February 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	12/12/2015	35386	San Luis Powerhouse	35386	604.27		4,946.14
Bill	12/15/2015	979189	Cambria Hardware	678	78.46		4,867.68
Bill	12/15/2015	35412	San Luis Powerhouse	Trash Pump	114.36		4,753.32
Credit Card Charge	12/16/2015		Ferguson		1,087.07		3,666.25
Bill	12/22/2015	980832	Cambria Hardware	678	9.66		3,656.59
Bill	12/23/2015	981294	Cambria Hardware	678	5.79		3,650.80
Bill	12/31/2015	410	Cambria Business C...	Color copies	130.04		3,520.76
Bill	12/31/2015	7739	H2O Engineering	Hipox	832.05		2,688.71
Invoice	01/01/2016	1039	San Simeon CSD	Maintenance ...		3,333.33	6,022.04
Bill	01/04/2016	983794	Cambria Hardware	678	196.35		5,825.69
Bill	01/04/2016	983845	Cambria Hardware	678	11.28		5,814.41
Bill	01/04/2016	983808	Cambria Hardware	678	42.99		5,771.42
Credit	01/04/2016	983807	Cambria Hardware	Return Servic...		158.03	5,929.45
Bill	01/05/2016	1825	Rogelio Salas	1825	100.00		5,829.45
Bill	01/06/2016	838936	USA BlueBook	1032017 838...	435.37		5,394.08
Bill	01/11/2016	8716-01	Dechance Construct...	Lic# 562824	2,858.40		2,535.68
Bill	01/14/2016	7766	H2O Engineering	7766	617.05		1,918.63
Bill	01/14/2016	47352...	McMaster-Carr	47352704	66.58		1,852.05
Bill	01/15/2016	6449	Alpha Electrical Ser...	6449	330.00		1,522.05
Bill	01/21/2016	987591	Cambria Hardware	678	96.74		1,425.31
Bill	01/22/2016	987940	Cambria Hardware	678	161.98		1,263.33
Bill	01/27/2016	989151	Cambria Hardware	678	85.47		1,177.86
Invoice	02/01/2016	1042	San Simeon CSD	Maintenance ...		3,333.33	4,511.19
Bill	02/05/2016	6492	Alpha Electrical Ser...	6492	431.21		4,079.98
Bill	02/10/2016	35684	San Luis Powerhouse	Trash Pump	215.00		3,864.98
Bill	02/10/2016	35683	San Luis Powerhouse	Trash Pump	215.00		3,649.98
Credit Card Charge	02/22/2016		Ferguson		41.04		3,608.94
Invoice	03/01/2016	1045	San Simeon CSD	Maintenance ...		3,333.33	6,942.27
Bill	03/01/2016	9819082	Hach Company	40236958	151.09		6,791.18
Bill	03/03/2016	0206	JR's Environmental ...	0205	1,960.00		4,831.18
Credit Card Charge	03/04/2016		Environmental Reso...		103.20		4,727.98
Credit Card Charge	03/04/2016		Environmental Reso...		169.15		4,558.83
Credit Card Charge	03/21/2016		Equipco Sales & Ser...		548.23		4,010.60
Bill	03/28/2016	909858	USA BlueBook	909858	243.57		3,767.03
Credit Card Charge	03/30/2016		Dog Poop Bags.com		77.12		3,689.91
Bill	03/30/2016	31322	Greyline Instrument...	31322	746.12		2,943.79
Bill	03/31/2016	913531	USA BlueBook	1032017 9135...	591.91		2,351.88
Invoice	04/01/2016	1047	San Simeon CSD	Maintenance ...		3,333.33	5,685.21
Credit Card Charge	04/04/2016		Blue White Industries		502.01		5,183.20
Bill	04/06/2016	98738	USA BlueBook	918738	248.01		4,935.19
Credit Card Charge	04/07/2016		Environmental Reso...		96.37		4,838.82
Credit Card Charge	04/11/2016		Ferguson		118.80		4,720.02
Credit Card Charge	04/13/2016		Harrington 13 Ventura		244.30		4,475.72
Credit Card Charge	04/13/2016		Equipco Sales & Ser...		75.00		4,400.72
Credit Card Charge	04/13/2016		Environmental Reso...		103.90		4,296.82
Bill	04/18/2016	2385916	Zoro	2385916	132.40		4,164.42
Bill	04/19/2016	55087...	McMaster-Carr	55087376	67.17		4,097.25
Bill	04/19/2016	55127...	McMaster-Carr	55127933	411.34		3,685.91
Bill	04/21/2016	55338...	McMaster-Carr	55338593	88.46		3,597.45

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Accrual Basis

**Grace Environmental Services**  
**5535 Report**  
**August 2014 through February 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	04/22/2016	55423...	McMaster-Carr	55423674	620.77		2,976.68
Credit Card Charge	04/25/2016		Harrington 13 Ventura		327.12		2,649.56
Credit Card Charge	04/25/2016		Harrington 13 Ventura		57.72		2,591.84
Bill	04/27/2016		Safetysign.com	Signs	102.58		2,489.26
Bill	04/28/2016	1013106	Cambria Hardware	678	3.63		2,485.63
Bill	04/29/2016	1013205	Cambria Hardware	678	8.94		2,476.69
Bill	04/29/2016	2214	Rogelio Salas	2213	350.00		2,126.69
Invoice	05/01/2016	1049	San Simeon CSD	Maintenance ...		3,333.33	5,460.02
Bill	05/04/2016	2213	Rogelio Salas	2213	100.00		5,360.02
Bill	05/10/2016	3003	Brebes Builders	3003	470.00		4,890.02
Bill	05/13/2016	952637	USA BlueBook	952637	807.95		4,082.07
Bill	05/17/2016	151228	Oasis Equipment Re...	151228	136.00		3,946.07
Bill	05/18/2016	50073	Winsor Construction...	Road Base fo...	1,229.54		2,716.53
Bill	05/20/2016	510577	Miner's Ace Hardware	510577	130.62		2,585.91
Credit Card Charge	05/24/2016		Great Western Alar...		1,300.00		1,285.91
Bill	05/25/2016	36187	San Luis Powerhouse	Trash Pump	215.00		1,070.91
Bill	05/25/2016	36186	San Luis Powerhouse	Trash Pump	215.00		855.91
Bill	05/26/2016	019681	Mel's Lock & Key	019681	262.38		593.53
Bill	05/30/2016	26199	Al's Septic Pumping ...	26199	1,337.50		-743.97
Invoice	06/01/2016	1051	San Simeon CSD	Maintenance ...		3,333.33	2,589.36
Credit Card Charge	06/02/2016		Ferguson		100.68		2,488.68
Bill	06/02/2016	968494	USA BlueBook	968494	82.70		2,405.98
Bill	06/06/2016	24809	Northrop Grumman ...	104050.5267	353.88		2,052.10
Bill	06/10/2016	3004	Brebes Builders	3004	3,350.00		-1,297.90
Bill	06/10/2016	3005	Brebes Builders	3005	180.00		-1,477.90
Bill	06/20/2016	151171	Oasis Equipment Re...	151171	90.00		-1,567.90
Bill	06/22/2016	01393...	Harrington Industrial...	01393596	630.31		-2,198.21
Credit Card Charge	06/27/2016		Equipco Sales & Ser...		608.69		-2,806.90
Credit Card Charge	06/27/2016		Grainger		203.98		-3,010.88
Bill	06/30/2016	67894...	McMaster-Carr	67894723	138.58		-3,149.46
Invoice	07/01/2016	1053	San Simeon CSD	Maintenance ...		3,333.33	183.87
Credit Card Charge	07/05/2016		Arrow Ecommerce		32.50		151.37
Bill	07/05/2016	1031234	Cambria Hardware	678	51.62		99.75
Credit	07/05/2016	1031395	Cambria Hardware	Return drip le...		6.01	105.76
Credit Card Charge	07/06/2016		Grainger		209.14		-103.38
Bill	07/06/2016	1031617	Cambria Hardware	678	9.52		-112.90
Bill	07/06/2016	1031749	Cambria Hardware	678	18.26		-131.16
Bill	07/06/2016	1031752	Cambria Hardware	678	10.20		-141.36
Bill	07/11/2016	103333	Cambria Hardware	678	47.28		-188.64
Credit Card Credit	07/12/2016		Grainger			193.50	4.86
Bill	07/12/2016	1033475	Cambria Hardware	678	26.34		-21.48
Bill	07/15/2016	8222	H2O Engineering	8222	469.50		-490.98
Credit Card Charge	07/18/2016		Ferguson		39.77		-530.75
Invoice	08/01/2016	1055	San Simeon CSD	Maintenance ...		3,333.33	2,802.58
Bill	08/01/2016	1039062	Cambria Hardware	678	21.49		2,781.09
Bill	08/02/2016	1039227	Cambria Hardware	678	36.53		2,744.56
Credit Card Charge	08/04/2016		Lowes		197.60		2,546.96
Credit Card Charge	08/10/2016		Radio Shack		43.19		2,503.77
Bill	08/11/2016	36558	San Luis Powerhouse	36558	805.00		1,698.77

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	08/11/2016	36559	San Luis Powerhouse	36559	1,147.66		551.11
Bill	08/11/2016	1041745	Cambria Hardware	678	18.80		532.31
Bill	08/11/2016	1041971	Cambria Hardware	678	9.66		522.65
Credit Card Charge	08/15/2016		Adasigndepot.com		344.52		178.13
Credit Card Charge	08/15/2016		Adasigndepot.com		344.52		-166.39
Credit Card Credit	08/15/2016		Adasigndepot.com	Return		204.12	37.73
Credit Card Charge	08/15/2016		Adasigndepot.com		204.12		-166.39
Bill	08/16/2016	035364	USA BlueBook	035364	2,193.81		-2,360.20
Bill	08/18/2016	1043856	Cambria Hardware	678	26.99		-2,387.19
Credit Card Charge	08/30/2016		Contractors Mainten...		117.51		-2,504.70
Bill	08/31/2016	522819	Miner's Ace Hardware	522819	43.97		-2,548.67
Bill	08/31/2016	1047424	Cambria Hardware	678	24.48		-2,573.15
Invoice	09/01/2016	1057	San Simeon CSD	Maintenance ...		3,333.33	760.18
Bill	09/07/2016	1049317	Cambria Hardware	678	22.53		737.65
Credit Card Charge	09/10/2016		Home Depot	Compressor f...	578.84		158.81
Credit Card Charge	09/12/2016		Ferguson	Grade Rings f...	324.00		-165.19
Bill	09/13/2016	1051100	Cambria Hardware	678	7.72		-172.91
Bill	09/13/2016	1051097	Cambria Hardware	678	75.69		-248.60
Bill	09/13/2016	79404...	McMaster-Carr	79404085	43.10		-291.70
Bill	09/15/2016	79736...	McMaster-Carr	79736584	198.58		-490.28
Bill	09/20/2016		D&H Water Systems	I 2016-8013	841.24		-1,331.52
Bill	09/20/2016	064605	USA BlueBook	1032017	308.22		-1,639.74
Bill	09/27/2016	81500...	McMaster-Carr	81500595	228.36		-1,868.10
Bill	09/28/2016	071869	USA BlueBook	1032017	31.96		-1,900.06
Credit Card Charge	09/30/2016		Grainger		8.46		-1,908.52
Credit Card Charge	09/30/2016		Grainger		13.31		-1,921.83
Invoice	10/01/2016	1058	San Simeon CSD	Maintenance ...		3,333.33	1,411.50
Bill	10/04/2016	076441	USA BlueBook	1032017	355.99		1,055.51
Bill	10/10/2016	10144...	Hach Company	40236958	151.09		904.42
Credit Card Charge	10/20/2016		Staples	Binders	71.96		832.46
Credit Card Charge	10/21/2016		USA Traffic Signs		57.84		774.62
Credit Card Charge	10/21/2016		Ferguson		173.98		600.64
Bill	10/24/2016		Henry Krzciuk	Reimburseme...	122.89		477.75
Bill	10/24/2016	092812	USA BlueBook	092812	437.20		40.55
Bill	10/31/2016	3087	Rogelio Salas	3087	900.00		-859.45
Invoice	11/01/2016	1062	San Simeon CSD	Maintenance ...		3,333.33	2,473.88
Bill	11/03/2016	2016-...	D&H Water Systems	2016-0957	160.66		2,313.22
Bill	11/04/2016	103222	USA BlueBook	1032225	90.81		2,222.41
Credit Card Charge	11/15/2016		Grainger		412.04		1,810.37
Credit Card Charge	11/16/2016		Careline Medical		73.33		1,737.04
Bill	11/17/2016	112896	USA BlueBook	112896	358.64		1,378.40
Bill	11/23/2016	14-04...	MBS Land Surveys	To be reimbur...	120.00		1,258.40
Credit Card Charge	11/23/2016		Equipco Sales & Ser...		477.63		780.77
Credit Card Charge	11/25/2016		Equipco Sales & Ser...		35.69		745.08
Bill	11/29/2016	36990	San Luis Powerhouse	36990	1,026.75		-281.67
Bill	11/29/2016	36991	San Luis Powerhouse	36991	867.16		-1,148.83
Invoice	12/01/2016	1069	San Simeon CSD	Maintenance ...		3,333.33	2,184.50
Bill	12/01/2016	91211...	McMaster-Carr	91211136	67.79		2,116.71
Bill	12/01/2016	1072284	Cambria Hardware	678	47.70		2,069.01

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	12/05/2016	1073357	Cambria Hardware	678	23.10		2,045.91
Bill	12/06/2016	125820	USA BlueBook	125820	246.54		1,799.37
Bill	12/08/2016	19756	Wigen Water Techn...	19756	884.30		915.07
Credit Card Charge	12/12/2016		Equipco Sales & Ser...		287.85		627.22
Bill	12/13/2016	1075356	Cambria Hardware	678	9.09		618.13
Bill	12/21/2016	8588	H2O Engineering	8588	508.08		110.05
Bill	12/25/2016		Cambria Hardware	678	3.21		106.84
Deposit	12/27/2016		San Simeon Comm...	SS reimburs...		120.00	226.84
Bill	12/27/2016	1078671	Cambria Hardware	678	26.86		199.98
Invoice	01/01/2017	1075	San Simeon CSD	Maintenance ...		3,333.33	3,533.31
Bill	01/12/2017	1082781	Cambria Hardware	678	11.78		3,521.53
Bill	01/12/2017	3339	eMaint Enterprises, ...	3339	780.00		2,741.53
Bill	01/26/2017	1086610	Cambria Hardware	678	22.49		2,719.04
Bill	01/31/2017	1088054	Cambria Hardware	678	62.94		2,656.10
Invoice	02/01/2017	1081	San Simeon CSD	Maintenance ...		3,333.33	5,989.43
Bill	02/13/2017	1091140	Cambria Hardware	678	12.86		5,976.57
Bill	02/14/2017	1091452	Cambria Hardware	678	74.99		5,901.58
Bill	02/14/2017	10914...	Cambria Hardware	678	74.99		5,826.59
Credit Card Charge	02/18/2017	265479	Miner's Ace Hardware		47.18		5,779.41
Credit Card Charge	02/21/2017		Ferguson		397.82		5,381.59
Bill	02/22/2017	85560	United Staffing Asso...	85560	383.84		4,997.75
Bill	02/27/2017	2017-...	D&H Water Systems	2017-0192	376.94		4,620.81
Bill	02/28/2017	37426	San Luis Powerhouse	37426	215.00		4,405.81
Bill	02/28/2017	37425	San Luis Powerhouse	37425	215.00		4,190.81
Invoice	03/01/2017	1086	San Simeon CSD	Maintenance ...		3,333.33	7,524.14
Bill	03/02/2017	62169	Brezden Pest Contr...	62169	65.00		7,459.14
Check	03/03/2017	6226	Jerry Copeland	Expense Rep...	101.29		7,357.85
Credit Card Charge	03/03/2017		Grainger		22.79		7,335.06
Bill	03/03/2017	1701	Siebuhr Electric Inc.	1701	300.00		7,035.06
Bill	03/11/2017	14445...	United Rentals	144458682-002	1,587.31		5,447.75
Bill	03/14/2017	1099149	Cambria Hardware	678	5.35		5,442.40
Bill	03/20/2017	19734...	McMaster-Carr	19734795	75.32		5,367.08
Bill	03/20/2017	714983	Griswold Industries	714983	296.46		5,070.62
Bill	03/21/2017	5101	Mainline Utility Com...	5101	750.00		4,320.62
Bill	03/29/2017	19972	Wigen Water Techn...	19972	735.41		3,585.21
Bill	03/29/2017		Brebes Builders		550.00		3,035.21
Invoice	04/01/2017	1085	San Simeon CSD	Maintenance ...		3,333.33	6,368.54
Credit Card Charge	04/05/2017		Equipco Sales & Ser...		272.14		6,096.40
Bill	04/06/2017	64397	Brezden Pest Contr...	64397	65.00		6,031.40
Bill	04/07/2017	0415	JR's Environmental ...	0369	3,268.75		2,762.65
Bill	04/08/2017	14445...	United Rentals	144458682-003	1,303.10		1,459.55
Credit Card Charge	04/14/2017		Applied Ind Tech		1,197.14		262.41
Bill	04/14/2017	1107619	Cambria Hardware	678	45.00		217.41
Bill	04/18/2017	234969	USA BlueBook	234969	927.50		-710.09
Credit Card Charge	04/27/2017		Equipco Sales & Ser...		271.70		-981.79
Bill	04/27/2017	243966	USA BlueBook	243966	293.18		-1,274.97
Invoice	05/01/2017	1096	San Simeon CSD	Maintenance ...		3,333.33	2,058.36
Bill	05/06/2017	14445...	United Rentals	144458682-003	1,303.10		755.26
Credit Card Charge	05/08/2017		Applied Ind Tech	Leeson Motor	335.52		419.74

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	05/11/2017	256496	USA BlueBook	256496	325.24		94.50
Bill	05/11/2017	1115079	Cambria Hardware	678	156.99		-62.49
Credit Card Charge	05/12/2017		Amazon.com	Vacuum	91.04		-153.53
Credit Card Charge	05/17/2017		Groeniger & Co.		399.24		-552.77
Bill	05/25/2017	83835	Nickson's Machine	83835	1,759.32		-2,312.09
Bill	05/29/2017	37825	San Luis Powerhouse	37825	215.00		-2,527.09
Bill	05/29/2017	37826	San Luis Powerhouse	37826	215.00		-2,742.09
Credit Card Charge	05/30/2017	61518	Dombos Sign & Saf...	Signs	338.94		-3,081.03
Credit Card Charge	05/30/2017		7842 Royal	RO repair	342.48		-3,423.51
Invoice	06/01/2017	1101	San Simeon CSD	Maintenance ...		3,333.33	-90.18
Bill	06/03/2017	14445...	United Rentals	144458682-005	1,303.10		-1,393.28
Bill	06/07/2017	7238	Alpha Electrical Ser...	7238	1,151.08		-2,544.36
Bill	06/07/2017		Applied Ind Tech	New Gear Bo...	3,602.58		-6,146.94
Bill	06/13/2017	34663...	McMaster-Carr	34663922	63.00		-6,209.94
Bill	06/17/2017	9225	H2O Engineering	9225	413.82		-6,623.76
Bill	06/20/2017		Ferguson	New meter bo...	355.25		-6,979.01
Bill	06/22/2017		Equipco Sales & Ser...	Repair to pH ...	203.76		-7,182.77
Bill	06/24/2017	1128430	Cambria Hardware	678	58.97		-7,241.74
Check	06/27/2017	1094	Poly Pro Window & ...	Purchase scr...	787.22		-8,028.96
Bill	06/30/2017		Corbet Construction		878.05		-8,907.01
Invoice	07/01/2017	1109	San Simeon CSD	Maintenance ...		3,333.33	-5,573.68
Bill	07/01/2017	14445...	United Rentals	144458682-005	1,303.10		-6,876.78
Bill	07/20/2017	51529	Winsor Construction...	Road Base fo...	856.59		-7,733.37
Bill	07/21/2017	14445...	United Rentals	144458682-007	502.37		-8,235.74
Bill	07/29/2017	14445...	United Rentals	144458682-008	900.91		-9,136.65
Invoice	08/01/2017	1117	San Simeon CSD	Maintenance ...		3,333.33	-5,803.32
Bill	08/01/2017	43717	Mid-Coast Fire Prote...	43717	143.00		-5,946.32
Credit Card Charge	08/03/2017		Greyline Instrument...		743.84		-6,690.16
Bill	08/03/2017	1140469	Cambria Hardware	Curb Painting	9.73		-6,699.89
Bill	08/03/2017	1140422	Cambria Hardware	Curb Painting	96.49		-6,796.38
Bill	08/07/2017	333030	USA BlueBook	333030	589.18		-7,385.56
Bill	08/09/2017	38202	San Luis Powerhouse	38202	805.00		-8,190.56
Bill	08/09/2017	38201	San Luis Powerhouse	38201	805.00		-8,995.56
Bill	08/15/2017	1135926	Cambria Hardware	Curb Painting	149.50		-9,145.06
Bill	08/15/2017	1139398	Cambria Hardware	678	20.16		-9,165.22
Bill	08/18/2017	344791	USA BlueBook	344791	141.20		-9,306.42
Bill	08/21/2017	14445...	United Rentals	144458682-009	784.25		-10,090.67
Bill	08/30/2017	1148609	Cambria Hardware	678	25.55		-10,116.22
Invoice	09/01/2017	1123	San Simeon CSD	Maintenance ...		3,333.33	-6,782.89
Bill	09/01/2017	726185	Griswold Industries	926185	1,205.12		-7,988.01
Bill	09/04/2017	1150108	Cambria Hardware	678	49.42		-8,037.43
Bill	09/04/2017	1150091	Cambria Hardware	678	11.40		-8,048.83
Bill	09/05/2017	7409	Alpha Electrical Ser...	7409	220.00		-8,268.83
Bill	09/06/2017	5336	Toste Construction, ...	5336	1,100.00		-9,368.83
Bill	09/12/2017	1152355	Cambria Hardware	678	2.12		-9,370.95
Bill	09/19/2017		UPS Store	295901Q60Q4	173.70		-9,544.65
Bill	09/19/2017	931119	MKS Instruments, Inc.	Ozone Gen Hi...	2,138.00		-11,682.65
Bill	09/20/2017	34094	Greyline Instrument...	34094	109.32		-11,791.97
Bill	09/20/2017	1154823	Cambria Hardware	Filter	5.89		-11,797.86

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Invoice	10/01/2017	1127	San Simeon CSD	Maintenance ...		3,333.33	-8,464.53
Bill	10/02/2017		Brezden Pest Contr...	74111	65.00		-8,529.53
Bill	10/02/2017	1158332	Cambria Hardware	678	23.44		-8,552.97
Bill	10/05/2017	79833	Brezden Pest Contr...	79833	65.00		-8,617.97
Bill	10/06/2017	1159468	Cambria Hardware	678	6.42		-8,624.39
Credit Card Credit	10/12/2017		Ferguson			27.48	-8,596.91
Bill	10/17/2017	396019	USA BlueBook	1032017 - CL...	63.45		-8,660.36
Bill	10/17/2017	1162665	Cambria Hardware	678	0.54		-8,660.90
Bill	10/18/2017	1162972	Cambria Hardware	678	12.99		-8,673.89
Bill	10/18/2017	48363...	McMaster-Carr	Filter	34.84		-8,708.73
Bill	10/24/2017	1164725	Cambria Hardware	678	3.20		-8,711.93
Bill	10/27/2017	49173...	McMaster-Carr	Filter	45.04		-8,756.97
Credit	10/30/2017	407133	USA BlueBook	407133		44.90	-8,712.07
Bill	10/30/2017	1166229	Cambria Hardware	678	16.88		-8,728.95
Bill	10/31/2017	013A0...	Harrington Industrial...	013A0644	364.65		-9,093.60
Invoice	11/01/2017	1133	San Simeon CSD	Maintenance ...		3,333.33	-5,760.27
Bill	11/08/2017	50020...	McMaster-Carr	50020887	84.84		-5,845.11
Bill	11/09/2017	50148...	McMaster-Carr	50148383	41.68		-5,886.79
Bill	11/13/2017	1170562	Cambria Hardware	1170562	14.47		-5,901.26
Bill	11/16/2017	20286	Wigen Water Techn...	20286	662.53		-6,563.79
Credit Card Charge	11/20/2017		San Luis Obispo Co...	Weed Abate...	100.00		-6,663.79
Bill	11/20/2017	1172626	Cambria Hardware	1172626	26.80		-6,690.59
Bill	11/27/2017	1174382	Cambria Hardware	1174382	3.84		-6,694.43
Bill	11/29/2017	96292...	Grainger	9629284127	27.49		-6,721.92
Bill	11/30/2017	38731	San Luis Powerhouse	38731	594.55		-7,316.47
Bill	11/30/2017	38732	San Luis Powerhouse	38732	625.34		-7,941.81
Invoice	12/01/2017	1136	San Simeon CSD	Maintenance ...		3,333.33	-4,608.48
Bill	12/12/2017	1178824	Cambria Hardware	1178824	14.51		-4,622.99
Bill	12/15/2017	1	Rhythm & Roots La...	1	90.00		-4,712.99
Bill	12/15/2017	1179756	Cambria Hardware	1179756	21.39		-4,734.38
Bill	12/18/2017	52556...	McMaster-Carr	50583531	35.78		-4,770.16
Bill	12/18/2017	1180694	Cambria Hardware	1180694	29.71		-4,799.87
Bill	12/19/2017	84162	Nickson's Machine	84162	894.57		-5,694.44
Invoice	01/01/2018	1141	San Simeon CSD	Maintenance ...		3,333.33	-2,361.11
Credit Card Charge	01/01/2018		Ferguson		21.55		-2,382.66
Bill	01/02/2018	917762	Mid-Coast Fire Prote...	917762	257.00		-2,639.66
Bill	01/04/2018	87477	Brezden Pest Contr...	87477	65.00		-2,704.66
Bill	01/10/2018	5439	Rhythm & Roots La...	5439	90.00		-2,794.66
Bill	01/10/2018	1185909	Cambria Hardware	1185909	1.92		-2,796.58
Credit Card Charge	01/12/2018		Ferguson		21.55		-2,818.13
Bill	01/16/2018	1187347	Cambria Hardware	1187347	68.55		-2,886.68
Bill	01/23/2018	1188959	Cambria Hardware	1188959	2.12		-2,888.80
Bill	01/24/2018	1189245	Cambria Hardware	1189245	11.78		-2,900.58
Credit Card Charge	01/25/2018		Equipco Sales & Ser...		209.27		-3,109.85
Bill	01/26/2018	45359	Mid-Coast Fire Prote...	45359	329.98		-3,439.83
Bill	01/31/2018	682	Cambria Business C...	682	176.44		-3,616.27
Invoice	02/01/2018	1148	San Simeon CSD	Maintenance ...		3,333.33	-282.94
Bill	02/01/2018	1191575	Cambria Hardware	678	32.05		-314.99
Bill	02/07/2018	25756	Northrop Grumman ...	104050.5267	762.78		-1,077.77

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	02/08/2018		Cambria Hardware	678	65.82		-1,143.59
Bill	02/13/2018	39077	San Luis Powerhouse	39077	225.00		-1,368.59
Bill	02/14/2018	5490	Rhythm & Roots La...	5490	90.00		-1,458.59
Bill	02/22/2018	1197305	Cambria Hardware	678	16.81		-1,475.40
Invoice	03/01/2018	1153	San Simeon CSD	Maintenance ...		3,333.33	1,857.93
Bill	03/01/2018	506341	USA BlueBook	506341	1,093.41		764.52
Bill	03/01/2018	92442	Brezden Pest Contr...	92442	65.00		699.52
Bill	03/06/2018	34825	Greyline Instrument...	EQ Basin Flo...	2,979.38		-2,279.86
Bill	03/06/2018	634362	Davis Instruments C...	634362	62.63		-2,342.49
Bill	03/08/2018	7705	Alpha Electrical Ser...	7705	275.00		-2,617.49
Bill	03/09/2018	39217	San Luis Powerhouse	39217	1,264.25		-3,881.74
Bill	03/12/2018	5561	Rhythm & Roots La...	5561	240.00		-4,121.74
Bill	03/13/2018	39076	San Luis Powerhouse	39076	225.00		-4,346.74
Bill	03/13/2018	516229	USA BlueBook	516229	472.39		-4,819.13
Bill	03/15/2018	518977	USA BlueBook	518977	152.84		-4,971.97
Credit Card Charge	03/15/2018		Amazon.com		546.97		-5,518.94
Bill	03/20/2018	522319	USA BlueBook	522319	246.99		-5,765.93
Bill	03/22/2018	261	APTwater, LLC	261	307.38		-6,073.31
Bill	03/22/2018	252	APTwater, LLC	252	1,499.79		-7,573.10
Bill	03/22/2018	1204232	Cambria Hardware	Back p gener...	77.91		-7,651.01
Bill	03/27/2018	5775659	Ferguson	5775659	434.63		-8,085.64
Invoice	04/01/2018	1149	San Simeon CSD	Maintenance ...		3,333.33	-4,752.31
Bill	04/05/2018	94926	Brezden Pest Contr...	94926	65.00		-4,817.31
Bill	04/05/2018	5612	Rhythm & Roots La...	5612	90.00		-4,907.31
Bill	04/05/2018	1208071	Cambria Hardware	678	52.80		-4,960.11
Bill	04/08/2018	1208825	Cambria Hardware	678	23.55		-4,983.66
Credit Card Charge	04/11/2018		Home Depot		44.96		-5,028.62
Credit Card Charge	04/18/2018		Amazon.com	Batteries	64.30		-5,092.92
Bill	04/19/2018	550568	USA BlueBook	550568	485.44		-5,578.36
Bill	04/19/2018	1211631	Cambria Hardware	678	37.82		-5,616.18
Bill	04/25/2018	63575	Equipco Sales & Ser...	Testing of mai...	370.89		-5,987.07
Invoice	05/01/2018	1200	San Simeon CSD	Maintenance ...		3,333.33	-2,653.74
Bill	05/01/2018	1215041	Cambria Hardware	678	6.42		-2,660.16
Bill	05/03/2018	97432	Brezden Pest Contr...	97432	65.00		-2,725.16
Bill	05/04/2018	5684	Rhythm & Roots La...	5684	90.00		-2,815.16
Bill	05/04/2018	160425	Oasis Equipment Re...	160425	60.50		-2,875.66
Bill	05/07/2018	1216700	Cambria Hardware	678	24.65		-2,900.31
Bill	05/07/2018	1216698	Cambria Hardware	678	53.80		-2,954.11
Bill	05/16/2018	39539	San Luis Powerhouse	39539	225.00		-3,179.11
Bill	05/16/2018	39540	San Luis Powerhouse	39540	225.00		-3,404.11
Bill	05/18/2018	7816	Alpha Electrical Ser...	7816	509.50		-3,913.61
Credit Card Charge	05/25/2018	EFT	WCI Coastal Rolloff		785.00		-4,698.61
Bill	05/27/2018		Cambria Hardware	678	26.58		-4,725.19
Bill	05/29/2018	7824	Alpha Electrical Ser...	7824	1,157.00		-5,882.19
Credit Card Charge	05/30/2018	EFT	Mid-Coast Fire Prote...		341.02		-6,223.21
Bill	05/30/2018	60743	Oasis Equipment Re...	60743	323.00		-6,546.21
Bill	05/31/2018	73000...	Amiad Water Systems	7300056943	2,376.00		-8,922.21
Invoice	06/01/2018	1205	San Simeon CSD	Maintenance ...		3,333.33	-5,588.88
Bill	06/02/2018	1223987	Cambria Hardware	678	28.95		-5,617.83

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	06/05/2018		R&B House Cleaning	House Cleaning	75.00		-5,692.83
Credit Card Charge	06/05/2018		Home Depot		136.75		-5,829.58
Bill	06/06/2018	2018-...	D&H Water Systems	2018-0575	926.91		-6,756.49
Bill	06/06/2018	1224900	Cambria Hardware	678	15.53		-6,772.02
Bill	06/07/2018	100152	Brezden Pest Contr...	100152	65.00		-6,837.02
Bill	06/08/2018	5750	Rhythm & Roots La...	5750	90.00		-6,927.02
Credit Card Charge	06/08/2018		Environmental Reso...		133.57		-7,060.59
Bill	06/15/2018		Coastal Rolloff Servi...		208.48		-7,269.07
Bill	06/28/2018	34891	Greyline Instrument...	SCR Enclosur...	43.64		-7,312.71
Bill	06/28/2018	654879	Blue-White Industrie...	654879	390.50		-7,703.21
Bill	06/29/2018	1231683	Cambria Hardware	678	5.34		-7,708.55
Invoice	07/01/2018	1211	San Simeon CSD	Maintenance ...		3,333.33	-4,375.22
Bill	07/02/2018	24968	Charles P. Crowley ...	24968	914.83		-5,290.05
Bill	07/05/2018	102962	Brezden Pest Contr...	102962	65.00		-5,355.05
Bill	07/09/2018	46433	Mid-Coast Fire Prote...	46433	143.00		-5,498.05
Bill	07/10/2018	621000	USA BlueBook	621000	239.95		-5,738.00
Bill	07/13/2018	1235775	Cambria Hardware	678	19.17		-5,757.17
Bill	07/14/2018	5819	Rhythm & Roots La...	5819	90.00		-5,847.17
Bill	07/18/2018	629027	USA BlueBook	629027 - Blow...	225.14		-6,072.31
Bill	07/18/2018	1237088	Cambria Hardware	678	9.11		-6,081.42
Bill	07/18/2018	6298773	Ferguson	6298773	276.97		-6,358.39
Credit Card Charge	07/19/2018		Environmental Reso...		138.93		-6,497.32
Credit Card Charge	07/20/2018		Environmental Reso...		105.00		-6,602.32
Bill	07/30/2018	1240820	Cambria Hardware	678	47.17		-6,649.49
Bill	07/31/2018		R&B House Cleaning	House Cleaning	75.00		-6,724.49
Bill	07/31/2018	1370404	Ferguson	1370404	2,106.18		-8,830.67
Invoice	08/01/2018	1216	San Simeon CSD	Maintenance ...		3,333.33	-5,497.34
Bill	08/02/2018	1241911	Cambria Hardware	678	37.48		-5,534.82
Bill	08/03/2018	20665	Wigen Water Techn...	20665	1,594.38		-7,129.20
Bill	08/08/2018	1243518	Cambria Hardware	678	3.53		-7,132.73
Bill	08/10/2018	651665	USA BlueBook	651665	248.05		-7,380.78
Bill	08/10/2018	1244118	Cambria Hardware	678	27.86		-7,408.64
Bill	08/13/2018	1060	Rhythm & Roots La...	1060	90.00		-7,498.64
Bill	08/13/2018	1245217	Cambria Hardware	678	21.74		-7,520.38
Bill	08/13/2018	1245221	Cambria Hardware	678	4.03		-7,524.41
Credit Card Charge	08/14/2018		Davis Instruments C...		33.94		-7,558.35
Bill	08/17/2018	70938...	McMaster-Carr	70938941	338.83		-7,897.18
Bill	08/17/2018	39966	San Luis Powerhouse	39966	835.00		-8,732.18
Bill	08/20/2018	1247166	Cambria Hardware	678	19.78		-8,751.96
Credit Card Charge	08/22/2018		Dell High Education		948.76		-9,700.72
Credit Card Charge	08/23/2018		Flir Lorex		396.81		-10,097.53
Bill	08/27/2018	40007	San Luis Powerhouse	40007	835.00		-10,932.53
Bill	08/27/2018	011365	Jeff Lachance	011365	270.00		-11,202.53
Bill	08/28/2018	1249485	Cambria Hardware	678	2.46		-11,204.99
Credit Card Charge	08/28/2018		Dombos Sign, Inc.		37.75		-11,242.74
Bill	08/29/2018	1249950	Cambria Hardware	678	3.47		-11,246.21
Bill	08/29/2018	6498151	Ferguson	6498151	2,300.51		-13,546.72
Bill	08/30/2018	1250182	Cambria Hardware	678	55.76		-13,602.48
Invoice	09/01/2018	1225	San Simeon CSD	Maintenance ...		3,333.33	-10,269.15



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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	09/04/2018		Davis Instruments C...		21.45		-10,290.60
Bill	09/04/2018	1251461	Cambria Hardware	678	84.60		-10,375.20
Bill	09/05/2018	72548...	McMaster-Carr	72548019	338.42		-10,713.62
Bill	09/06/2018	1252230	Cambria Hardware	678	28.94		-10,742.56
Bill	09/07/2018	1252320	Cambria Hardware	678	123.23		-10,865.79
Bill	09/13/2018	302036	Brezden Pest Contr...	302036	65.00		-10,930.79
Bill	09/13/2018	304977	Brezden Pest Contr...	304977	65.00		-10,995.79
Bill	09/13/2018	1123	Rhythm & Roots La...	1123	90.00		-11,085.79
Bill	09/13/2018	1254154	Cambria Hardware	678	46.18		-11,131.97
Bill	09/14/2018	1254412	Cambria Hardware	678	28.25		-11,160.22
Invoice	09/18/2018	1230	San Simeon CSD	Facility Maint...		7,708.55	-3,451.67
Bill	09/19/2018	687800	USA BlueBook	687800	204.74		-3,656.41
Bill	09/27/2018		C.A. Larsen Co.	Filter	443.20		-4,099.61
Bill	09/27/2018	1258152	Cambria Hardware	678	37.66		-4,137.27
Bill	09/28/2018	011390	Jeff Lachance	011390	360.00		-4,497.27
Invoice	10/01/2018	1233	San Simeon CSD	Maintenance ...		3,333.33	-1,163.94
Bill	10/04/2018	307701	Brezden Pest Contr...	304977	65.00		-1,228.94
Bill	10/09/2018	75683...	McMaster-Carr	75683106	154.05		-1,382.99
Bill	10/15/2018	1202	Rhythm & Roots La...	1202	90.00		-1,472.99
Bill	10/15/2018	1263358	Cambria Hardware	678	52.35		-1,525.34
Bill	10/17/2018	34214	Pacific Heating		25.00		-1,550.34
Bill	10/20/2018	1265179	Cambria Hardware	678	21.41		-1,571.75
Bill	10/22/2018	14074...	Dataremote		686.43		-2,258.18
Bill	10/26/2018		C.A. Larsen Co.	EQ basin retu...	2,985.38		-5,243.56
Bill	10/29/2018	982408	Jeff Lachance	982408	300.00		-5,543.56
Invoice	11/01/2018	1239	San Simeon CSD	Maintenance ...		3,333.33	-2,210.23
Bill	11/01/2018	1268436	Cambria Hardware	1268436	88.55		-2,298.78
Bill	11/06/2018	310413	Brezden Pest Contr...	310413	65.00		-2,363.78
Bill	11/07/2018	1270245	Cambria Hardware	678	14.55		-2,378.33
Bill	11/12/2018	1297	Rhythm & Roots La...	1297	90.00		-2,468.33
Bill	11/13/2018	40383	San Luis Powerhouse	40383	951.16		-3,419.49
Bill	11/13/2018	40382	San Luis Powerhouse	40382	947.51		-4,367.00
Bill	11/16/2018	611961	Miner's Ace Hardware	611961	267.19		-4,634.19
Bill	11/20/2018	18110...	Great Western Alar...	181101919201	85.00		-4,719.19
Credit Card Charge	11/21/2018		Lowe's		139.00		-4,858.19
Bill	11/27/2018	982432	Jeff Lachance	982432	300.00		-5,158.19
Credit Card Charge	11/27/2018		Lowe's		14.40		-5,172.59
Invoice	12/01/2018	1248	San Simeon CSD	Maintenance ...		3,333.33	-1,839.26
Bill	12/04/2018	1277975	Cambria Hardware	678	13.77		-1,853.03
Bill	12/06/2018	313061	Brezden Pest Contr...	313061	69.00		-1,922.03
Bill	12/12/2018	1377	Rhythm & Roots La...	1377	90.00		-2,012.03
Bill	12/14/2018		APTwater, LLC	Hypox PLC I/...	481.85		-2,493.88
Bill	12/28/2018	771979	USA BlueBook	771979	171.48		-2,665.36
Bill	12/31/2018	982449	Jeff Lachance	982449	180.00		-2,845.36
Invoice	01/01/2019	1253	San Simeon CSD	Maintenance ...		3,333.33	487.97
Bill	01/03/2019	1482	Rhythm & Roots La...	1482	90.00		397.97
Bill	01/03/2019	315420	Brezden Pest Contr...	315420	69.00		328.97
Bill	01/08/2019	8203	Alpha Electrical Ser...	8203	322.00		6.97
Bill	01/10/2019	20913	Wigen Water Techn...	20913	688.53		-681.56

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	01/15/2019		R&B House Cleaning	Office clean up	187.50		-869.06
Bill	01/15/2019	786131	USA BlueBook	786131	2,631.35		-3,500.41
Bill	01/18/2019	1289533	Cambria Hardware	1289533	35.33		-3,535.74
Bill	01/23/2019	VO12...	Accurate Measurem...	VO12319DP5	3,023.72		-6,559.46
Bill	01/28/2019	881327	Environmental Reso...	881327	137.41		-6,696.87
Bill	01/30/2019	8243	Alpha Electrical Ser...	8243	800.45		-7,497.32
Bill	01/30/2019	082475	Jeff Lachance	082475	120.00		-7,617.32
Invoice	02/01/2019	1257	San Simeon CSD	Maintenance ...		3,333.33	-4,283.99
Bill	02/06/2019	15901...	Scott O'Brien Fire & ...	15901188	368.41		-4,652.40
Bill	02/07/2019	317814	Brezden Pest Contr...	317814	69.00		-4,721.40
Bill	02/07/2019	5888	Rhythm & Roots La...	5888	90.00		-4,811.40
Bill	02/14/2019	1427520	Ferguson	1427520	868.77		-5,680.17
Bill	02/22/2019	40819	San Luis Powerhouse	40382	225.00		-5,905.17
Bill	02/22/2019	40818	San Luis Powerhouse	40818	225.00		-6,130.17
Bill	02/23/2019	00021	R&B House Cleaning	Office clean up	410.00		-6,540.17
Bill	02/25/2019	1433125	Ferguson	1433125	864.07		-7,404.24
Bill	02/27/2019	082485	Jeff Lachance	082485	120.00		-7,524.24
Bill	02/27/2019	53026	Winsor Construction...	Road Base fo...	206.53		-7,730.77
Credit Card Charge	02/28/2019		costco Whse		254.81		-7,985.58
Bill	02/28/2019	825753	USA BlueBook	825753	62.48		-8,048.06
Invoice	03/01/2019	1265	San Simeon CSD	Maintenance ...		3,333.33	-4,714.73
Credit Card Charge	03/01/2019		Central Coast Bearing		35.32		-4,750.05
Bill	03/07/2019	320100	Brezden Pest Contr...	320100	69.00		-4,819.05
Bill	03/11/2019	1585	Rhythm & Roots La...	1585	90.00		-4,909.05
Bill	03/11/2019	1302880	Cambria Hardware	1302880	23.03		-4,932.08
Bill	03/12/2019	00036	R&B House Cleaning	00036	205.00		-5,137.08
Bill	03/13/2019	1303359	Cambria Hardware	1303359	70.72		-5,207.80
Credit Card Charge	03/14/2019		Best Buy	2 Tablets for ...	331.73		-5,539.53
Credit Card Charge	03/14/2019		Best Buy	2 Tablets for ...	59.98		-5,599.51
Bill	03/22/2019	846550	USA BlueBook	846550	284.21		-5,883.72
Bill	03/27/2019	850519	USA BlueBook	850519	53.88		-5,937.60
Bill	03/29/2019	8345	Alpha Electrical Ser...	8345	1,072.00		-7,009.60
Invoice	04/01/2019	1277	San Simeon CSD	Maintenance ...		3,333.33	-3,676.27
Bill	04/01/2019	182311	Jeff Lachance	182311	90.00		-3,766.27
Bill	04/04/2019	1656	Rhythm & Roots La...	1656	90.00		-3,856.27
Bill	04/04/2019	322728	Brezden Pest Contr...	322728	69.00		-3,925.27
Bill	04/04/2019	858329	USA BlueBook	858329	336.69		-4,261.96
Bill	04/08/2019	861324	USA BlueBook	861324	325.62		-4,587.58
Bill	04/12/2019	1311951	Cambria Hardware	Office Repair	32.72		-4,620.30
Credit Card Charge	04/12/2019		Poly Pro Window & ...	Office Repair	1,495.56		-6,115.86
Credit Card Charge	04/12/2019		Sherwin Williams	Office Repair	266.62		-6,382.48
Check	04/15/2019	1261	Floor Discount Center	Office Repair	1,586.57		-7,969.05
Bill	04/18/2019	1313608	Cambria Hardware	Office Repair	158.98		-8,128.03
Bill	04/18/2019	1313775	Cambria Hardware	Office Repair	33.69		-8,161.72
Bill	04/18/2019	1313901	Cambria Hardware	Office Repair	13.84		-8,175.56
Credit Card Charge	04/18/2019		Environmental Reso...		549.70		-8,725.26
Bill	04/19/2019	1313948	Cambria Hardware	1313948	47.17		-8,772.43
Bill	04/22/2019	303	De Alba Construction	Office Repair	3,910.00		-12,682.43
Credit Card Charge	04/22/2019	523499	National Business F...	Office Repair	1,953.02		-14,635.45

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Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	04/23/2019		Staples	Office Repair	205.47		-14,840.92
Credit Card Charge	04/23/2019		Amazon.com	Office Repair	52.76		-14,893.68
Credit Card Charge	04/23/2019		Amazon.com	Office Repair	16.99		-14,910.67
Credit Card Charge	04/23/2019		Amazon.com	Office Repair	65.12		-14,975.79
Credit Card Charge	04/25/2019		Amazon.com	Office Repair	42.88		-15,018.67
Bill	04/29/2019	182320	Jeff Lachance	182320	240.00		-15,258.67
Bill	04/29/2019	880472	USA BlueBook	880472	479.97		-15,738.64
Bill	04/29/2019	1316693	Cambria Hardware	Office Repair	25.47		-15,764.11
Invoice	05/01/2019	1281	San Simeon CSD	Maintenance ...		3,333.33	-12,430.78
Credit Card Charge	05/01/2019		Amazon.com	Office Repair	26.65		-12,457.43
Credit Card Charge	05/01/2019		Amazon.com	Office Repair	37.05		-12,494.48
Bill	05/02/2019	325486	Brezden Pest Contr...	325486	69.00		-12,563.48
Credit Card Charge	05/02/2019	501140	Asap Reprographics	Laminating w...	23.77		-12,587.25
Bill	05/06/2019	1318565	Cambria Hardware	678	71.12		-12,658.37
Bill	05/06/2019	1318567	Cambria Hardware	678	34.59		-12,692.96
Bill	05/06/2019	1318678	Cambria Hardware	678	33.69		-12,726.65
Bill	05/07/2019	888851	USA BlueBook	888851	48.09		-12,774.74
Bill	05/07/2019	1319017	Cambria Hardware	678	14.99		-12,789.73
Bill	05/07/2019	1318932	Cambria Hardware	678	116.06		-12,905.79
Bill	05/07/2019	1318973	Cambria Hardware	678	50.75		-12,956.54
Bill	05/08/2019	310	De Alba Construction	Office - Wind...	1,990.00		-14,946.54
Bill	05/12/2019		R&B House Cleaning	April/May	75.00		-15,021.54
Bill	05/15/2019	1299091	Cambria Hardware	678	16.06		-15,037.60
Bill	05/15/2019	1296168	Cambria Hardware	678	46.07		-15,083.67
Bill	05/15/2019	1295630	Cambria Hardware	678	16.26		-15,099.93
Bill	05/15/2019	1734	Rhythm & Roots La...	1734	90.00		-15,189.93
Bill	05/16/2019	8422	Alpha Electrical Ser...	8422	1,952.55		-17,142.48
Bill	05/27/2019	182337	Jeff Lachance	182337	210.00		-17,352.48
Credit Card Charge	05/29/2019		Staples	Office Repair	150.14		-17,502.62
Bill	05/30/2019	1325546	Cambria Hardware	678	1.54		-17,504.16
Bill	05/30/2019	41261	San Luis Powerhouse	41261	225.00		-17,729.16
Bill	05/30/2019	41260	San Luis Powerhouse	41260	225.00		-17,954.16
Bill	05/31/2019	99288	Telstar Instruments	99288	1,351.00		-19,305.16
Bill	05/31/2019	1447135	Ferguson	1447135	843.64		-20,148.80
Bill	05/31/2019	1447904	Ferguson	1447904	883.30		-21,032.10
Invoice	06/01/2019	1290	San Simeon CSD	Maintenance ...		3,333.33	-17,698.77
Bill	06/04/2019	328316	Brezden Pest Contr...	328316	69.00		-17,767.77
Bill	06/04/2019	8450	Alpha Electrical Ser...	8450	2,305.15		-20,072.92
Bill	06/06/2019	8451	Alpha Electrical Ser...	8451	2,861.91		-22,934.83
Bill	06/12/2019	1807	Rhythm & Roots La...	1807	90.00		-23,024.83
Invoice	07/01/2019	1295	San Simeon CSD	Maintenance ...		3,333.33	-19,691.50
Bill	07/01/2019		Purchase Power	Prop 218 & V...	300.00		-19,991.50
Invoice	07/01/2019	1301	San Simeon CSD	Facility Maint...		15,316.28	-4,675.22
Bill	07/01/2019	98724...	McMaster-Carr	98724333	397.15		-5,072.37
Bill	07/01/2019	46897...	Mid-Coast Fire Prote...	46897 - 2nd l...	120.00		-5,192.37
Bill	07/01/2019	594610	Jeff Lachance	182337	150.00		-5,342.37
Bill	07/01/2019		R&B House Cleaning	June 2019	37.50		-5,379.87
Bill	07/02/2019	1882	Rhythm & Roots La...	1882	90.00		-5,469.87
Bill	07/10/2019	324	De Alba Construction	French Drain ...	1,650.00		-7,119.87

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03/18/20

Accrual Basis

**Grace Environmental Services**  
**5535 Report**  
**August 2014 through February 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Credit Card Charge	07/12/2019	66165	Equipco Sales & Ser...		435.90		-7,555.77
Bill	07/15/2019	8512	Alpha Electrical Ser...	8512	418.00		-7,973.77
Bill	07/17/2019	19070...	Great Western Alar...	19070319620...	299.50		-8,273.27
Bill	07/19/2019	16535...	Underground Svs Al...	1653572019	150.00		-8,423.27
Credit Card Charge	07/19/2019	331317	Brezden Pest Contr...		69.00		-8,492.27
Bill	07/20/2019	072019	Debbie Markham	Drone Photos...	100.00		-8,592.27
Bill	07/22/2019	2019-...	D&H Water Systems	2019-0848	821.99		-9,414.26
Bill	07/29/2019	594726	Jeff Lachance	594726	210.00		-9,624.26
Invoice	08/01/2019	1308	San Simeon CSD	Maintenance ...		3,333.33	-6,290.93
Bill	08/05/2019	12193...	McMaster-Carr	12193488	110.53		-6,401.46
Bill	08/09/2019	1963	Rhythm & Roots La...	1963	90.00		-6,491.46
Bill	08/12/2019	977585	USA BlueBook	977585	93.35		-6,584.81
Bill	08/13/2019	334199	Brezden Pest Contr...	334199	69.00		-6,653.81
Bill	08/14/2019	1348614	Cambria Hardware	678	17.76		-6,671.57
Bill	08/20/2019	1350488	Cambria Hardware	678	92.55		-6,764.12
Bill	08/20/2019	1350492	Cambria Hardware	678	23.57		-6,787.69
Credit Card Charge	08/22/2019		Zoro		868.98		-7,656.67
Bill	08/22/2019	2019-...	D&H Water Systems	2019-0999	270.06		-7,926.73
Bill	08/26/2019	594837	Jeff Lachance	594837	120.00		-8,046.73
Bill	08/26/2019	1352290	Cambria Hardware	678	9.46		-8,056.19
Bill	08/28/2019	41719	San Luis Powerhouse	41719	835.00		-8,891.19
Bill	08/28/2019	41720	San Luis Powerhouse	41720	835.00		-9,726.19
Bill	08/30/2019		R&B House Cleaning	June 2019	81.25		-9,807.44
Invoice	09/01/2019	1313	San Simeon CSD	Maintenance ...		3,333.33	-6,474.11
Bill	09/03/2019	090319	Debbie Markham	Drone Photos...	300.00		-6,774.11
Bill	09/05/2019	2047	Rhythm & Roots La...	2047	90.00		-6,864.11
Bill	09/09/2019	1356527	Cambria Hardware	678	35.33		-6,899.44
Bill	09/10/2019	1356984	Cambria Hardware	678	50.39		-6,949.83
Credit Card Charge	09/16/2019		Instrumart	Well Transdu...	1,279.19		-8,229.02
Bill	09/18/2019	337547	Brezden Pest Contr...	337547	69.00		-8,298.02
Credit Card Charge	09/19/2019		Trashcansunlimited		547.79		-8,845.81
Credit Card Charge	09/24/2019		Poly Pro Window & ...		262.76		-9,108.57
Credit	09/24/2019	1360992	Cambria Hardware	Return Aerator		2.90	-9,105.67
Credit Card Charge	09/30/2019		Equipco Sales & Ser...		544.55		-9,650.22
Invoice	10/01/2019	1323	San Simeon CSD	Maintenance ...		3,333.33	-6,316.89
Bill	10/01/2019	594166	Jeff Lachance	594166	150.00		-6,466.89
Bill	10/03/2019	8053896	Ferguson	8053896	104.52		-6,571.41
Bill	10/03/2019	1363582	Cambria Hardware	678	28.54		-6,599.95
Bill	10/04/2019	916745	Environmental Reso...	916745	107.83		-6,707.78
Bill	10/07/2019	1364938	Cambria Hardware	678	49.37		-6,757.15
Bill	10/08/2019	2142	Rhythm & Roots La...	2142	90.00		-6,847.15
Credit Card Charge	10/08/2019		Brezden Pest Contr...		69.00		-6,916.15
Bill	10/08/2019	1365257	Cambria Hardware	678	13.49		-6,929.64
Bill	10/09/2019	1365469	Cambria Hardware	678	24.15		-6,953.79
Bill	10/16/2019	1367550	Cambria Hardware	678	37.13		-6,990.92
Bill	10/17/2019	1367612	Cambria Hardware	678	5.83		-6,996.75
Bill	10/17/2019	1367828	Cambria Hardware	678	18.54		-7,015.29
Credit Card Charge	10/17/2019		Staples		80.00		-7,095.29
Bill	10/18/2019	1368040	Cambria Hardware	678	10.27		-7,105.56

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03/18/20

Accrual Basis

**Grace Environmental Services**  
**5535 Report**  
**August 2014 through February 2020**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	10/21/2019	1368876	Cambria Hardware	678	40.00		-7,145.56
Bill	10/22/2019	1369076	Cambria Hardware	678	2.55		-7,148.11
Bill	10/24/2019	1369587	Cambria Hardware	678	20.98		-7,169.09
Bill	10/28/2019	594382	Jeff Lachance	594382	120.00		-7,289.09
Bill	10/30/2019	1371505	Cambria Hardware	678	4.46		-7,293.55
Invoice	11/01/2019	1330	San Simeon CSD	Maintenance ...		3,333.33	-3,960.22
Bill	11/04/2019	013B1...	Harrington Industrial...	013B1112	379.17		-4,339.39
Bill	11/12/2019	343592	Brezden Pest Contr...	343592	69.00		-4,408.39
Bill	11/18/2019	2237	Rhythm & Roots La...	2237	90.00		-4,498.39
Credit Card Charge	11/20/2019		GoDaddy.com	Director's Em...	335.16		-4,833.55
Bill	11/20/2019		R&B House Cleaning	Oct-Nov 2019	100.00		-4,933.55
Credit Card Charge	11/22/2019		GoDaddy.com		250.46		-5,184.01
Credit Card Charge	11/22/2019		GoDaddy.com		17.76		-5,201.77
Credit Card Charge	11/22/2019		GoDaddy.com		26.77		-5,228.54
Bill	11/25/2019	594611	Jeff Lachance	594611	120.00		-5,348.54
Bill	11/25/2019	1378660	Cambria Hardware	678	5.77		-5,354.31
Bill	11/27/2019	72253	San Luis Powerhouse	42253	612.35		-5,966.66
Bill	11/27/2019	42252	San Luis Powerhouse	42252	681.89		-6,648.55
Invoice	12/01/2019	1333	San Simeon CSD	Maintenance ...		3,333.33	-3,315.22
Bill	12/10/2019	8771	Alpha Electrical Ser...	8771	509.50		-3,824.72
Bill	12/26/2019	346519	Brezden Pest Contr...	346519	69.00		-3,893.72
Bill	12/30/2019	594726	Jeff Lachance	594726	150.00		-4,043.72
Invoice	01/01/2020	1340	San Simeon CSD	Maintenance ...		3,333.33	-710.39
Bill	01/03/2020	S67348	Equipco Sales & Ser...	Testing of mai...	208.40		-918.79
Bill	01/06/2020		Purchase Power	Postage for B...	301.50		-1,220.29
Bill	01/10/2020	2410	Rhythm & Roots La...	2410	90.00		-1,310.29
Credit Card Charge	01/10/2020		GlobalindustrialEQ		802.02		-2,112.31
Bill	01/13/2020	8827	Alpha Electrical Ser...	8827	447.00		-2,559.31
Bill	01/14/2020	349231	Brezden Pest Contr...	349231	69.00		-2,628.31
Bill	01/15/2020	102252	Telstar Instruments	102252	573.62		-3,201.93
Bill	01/18/2020	1393114	Cambria Hardware	678	6.18		-3,208.11
Bill	01/23/2020	123833	USA BlueBook	123833	52.20		-3,260.31
Invoice	02/01/2020	1351	San Simeon CSD	Maintenance ...		3,333.33	73.02
Bill	02/03/2020	001	R&B House Cleaning	Office clean up	125.00		-51.98
Bill	02/13/2020	8790	Alpha Electrical Ser...	8790	510.16		-562.14
Bill	02/17/2020	2496	Rhythm & Roots La...	2496	90.00		-652.14
Credit Card Charge	02/18/2020		Equipco Sales & Ser...		298.72		-950.86
Bill	02/19/2020	8338416	Ferguson	833416	113.02		-1,063.88
Bill	02/25/2020	42606	San Luis Powerhouse	42606	225.00		-1,288.88
Bill	02/25/2020	42605	San Luis Powerhouse	42606	225.00		-1,513.88
Total 5535 · Reimbursed Charges					249,145.70	247,631.82	-1,513.88
<b>TOTAL</b>					<b>249,145.70</b>	<b>247,631.82</b>	<b>-1,513.88</b>

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# EXHIBIT K



Cortney Murguia <[REDACTED]>

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## Final Review - San Simeon Coastal, Estuarine, and Riparian Habitat Restoration and Enhancement Plan (CA) (Proposal #65747)

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Daniel Strodel <[REDACTED]>  
To: "cmurguia@graceenviro.com" <[REDACTED]>

Tue, Aug 18, 2020 at 10:42 AM

Ms. Cortney Murguia:

On July 7, 2020, NFWF received via e-mail, the signature page of the grant agreement that had been signed by Mr. Charles Grace, General Manager of SSCSD on July 6, 2020, from Jeff Oliveira, Principal Environmental Planner, Oliveira Environmental Consulting LLC, stating, “. . . Attached please find a copy of the signed grant Agreement (signature page) from the San Simeon CSD.” Subsequently, on July 29, 2020, we received the complete agreement and vendor payment form signed by you on the same date via email.

As we conduct a final review before execution of the agreement, we are seeking additional information, some of which is based on a complaint we received in the interim, to ensure the program eligibility, procurement process, contractor selection decisions, and potential conflict of interest(s) are consistent with applicable federal law and regulations (including 2 C.F.R. Part 200) and Foundation policy, as stated in our RFP and the grant agreement.

First, information has come to light that SSCSD’s proposed project may be mitigation related. As indicated in our RFP, mitigation projects are not eligible under this funding opportunity. To ensure eligibility, we request that you provide an explanation as to whether or not SSCSD is required to perform any of the activities described in your proposal to mitigate for prior regulatory violations.

Second, we received information indicating that the SSCSD Chairperson of the Board, Ms. Gwen Kellas, owns real estate adjacent to the proposed project and that Ms. Kellas may personally benefit from the proposed project as it may provide material value to her personally held real estate. Please provide information on any disclosures made by Ms. Kellas to the SSCSD board prior to pursuing this opportunity and any decisions or information by the SSCSD board that notwithstanding this clear conflict of interest, this project is in the best interest of the SSCSD.

Third, it is our understanding from your proposal that Grace Environmental Services, a for-profit entity, provides “general management of the District [a local governmental entity in the State of California]. . .” (page 12) under a long standing agreement between Grace and SSCSD. Per your proposal, under the project budget in Section V. Contractual Services, you list Grace Environmental as a contractor that will be providing direct services under the grant at a cost of \$22,400.00 and describe the services on page 12, as, “Personnel from Grace Environmental that provide general management to the District would oversee all aspects of the project, manage team coordination, and participate in stakeholder meetings. The Project Principal would commit 80 hours at a rate of \$168 per hour, and the Office Manager would provide 120 hours at a rate of \$75 per hour.” Are these services included in the underlying general management contract between Grace Environmental and SSCSD? If not, please explain how these services differ from your

indirect usage of Grace Environmental and provide documentation of this procurement and selection decision, particularly, what we view as a potentially unmitigable conflict of interest in SSCSD (which is operated by Grace Environmental) awarding a contract to Grace Environmental

Fourth, Oliveira Consulting (Oliveira Environmental Consulting LLC) is also listed in Section V. Contractual Services, at a cost of \$16,000 00 to “assist in preparation of the Habitat Restoration and Monitoring Plan ” Please provide documentation of the procurement and selection process for this arrangement. Additionally, please explain why the signed grant agreement (signature page), as noted above, was submitted to us by Jeff Oliveira of Oliveira Consulting.

Fifth, the last contractor listed in Section V, is Wood Environment and Infrastructure Solutions, Inc at a cost of \$86,600.00, to “provide biological resource investigations, preparation of Habitat Monitoring and Restoration Plan in coordination with Oliveira Consulting, Preliminary Project Design, preparation of Site Assessment & Feasibility Analysis, WWTP outfall assessment, and facilitate stakeholder outreach and meetings ” Additionally, while it is not disclosed in the proposal or elsewhere in material submitted, it is our understanding that Wood Environment & Infrastructure Solutions, Inc., provided grant writing services for SSCSD’s proposal under a separate contract with SSCSD Please provide documentation of the procurement and selection processes for these arrangements.

We appreciate your time and attention to these matters While you are welcome to provide information on a rolling basis as it becomes available, we request that all such information be provided within ten calendar days from the date of this e mail Should you have any questions, please feel free to contact me

Sincerely,

Dan

Daniel J. Strodel

General Counsel

National Fish and Wildlife Foundation

1133 15<sup>th</sup> Street, NW, Suite 1000

Washington, DC 20005



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**Final Review - San Simeon Coastal, Estuarine, and Riparian Habitat Restoration and Enhancement Plan (CA) (Proposal #65747)**

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Cortney Murguia &lt;[REDACTED]&gt;

Thu, Aug 27, 2020 at 2:16 PM

To: Daniel Strodel &lt;[REDACTED]&gt;

Cc: Natalie Frye Laacke &lt;[REDACTED]&gt;

Good afternoon Dan,

This email shall serve as a response to your public records dated August 18, 2020. In response to item one (1) the activity (Coastal Hazard Response Plan) proposed in the grant application is a permit special condition from the Coastal Development Permit (CDP) 3-19-0020 page 6, item 3. As described in the NFWF National Coastal Resiliency Fund 2019 request for proposals, grant funds may be used to support projects that enhance or improve upon existing baseline compliance efforts as described on page 10. The proposed project builds upon existing baseline work completed to date. Attached please find a copy of the executed CDP 3-19-0020.

With respect to item two (2) there are no such document/s that exist. Government Code 6253.1 related to the inspection of public records requires that staff assist the member of the public to identify records and information that are responsive to the request or to the purpose of the request. You may find the information that you are looking for in San Simeon Community Services District (SSCSD) Board meeting packets and Board meeting minutes. These items can be found on our website. The link can be found here: <https://sansimeoncsd.org/board-meetings/>. If you determine that you need further assistance identifying additional records please let me know and I can attempt to assist you.

Item number three (3), the value was the reference point to estimate the effort to be performed. Yes, these activities would have been performed within the underlying Operations and Maintenance contract between Grace Environmental and the SSCSD.

Item number four (4), the cost was an estimate prepared as part of the grant application budget. The SSCSD intends to follow our formal request for proposal (RFP) process, per the District Procurement policy, section 19, for this activity and the effort described below. Currently, Oliveira Environmental Consulting (OEC) performs services for the SSCSD such as permitting, environmental work, and grant preparation assistance as an on call basis. Attached please find a copy of the Policy and Procedures Manual, Section 19 is the Procurement Policy which begins on page 26.

Item number five (5), the cost was an estimate prepared as part of the grant application budget. As with item four (4), the SSCSD intends to prepare a request for proposal per SSCSD procurement policy section 19.

I have attached a copy of the NFWF RFP Proposal and the executed contract with Wood, as I believe that these records may also be relevant to your request. Please note that I have cc'd District Legal Counsel on this response.

Our office considers this records request to be closed.

**Cortney Upthegrove-Murguia**  
Office Manager

San Simeon Community Services District  
111 Pico Avenue | San Simeon, CA 93452  
(805) 927 4778 Office | [REDACTED]

[www.graceenviro.com](http://www.graceenviro.com)

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#### 4 attachments



**CDP 3-19-0020 Permit 7.22.19 Executed.pdf**  
1423K



**NFWF 2019 RFP (2) (1).pdf**  
784K



**NFWF Executed Contract 5.2.2019.pdf**  
1412K



**Policies and Procedures Updated October 2019.pdf**  
3886K

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# EXHIBIT L



Cortney Murguia <cmurguia@graceenviro.com>

## Final Review and Award Recission (Proposal #65747)

10 messages

**Daniel Strodel** <Daniel.Strodel@nfwf.org>

Fri, Oct 23, 2020 at 10:51 AM

To: Cortney Murguia <cmurguia@graceenviro.com>

Cortney:

I have reviewed your response of August 27, 2020 on behalf of the SSCSD to my August 18, 2020 request for additional information and documentation for final review of the proposed grant agreement (Proposal #65747).

As stated on page 10 of our Request for Proposal (RFP), a copy of which you attached in your response, under eligibility, applicants must be able to comply with OMB guidance in subparts A through F or 2 CFR 200. Additionally, as stated on page 12 of the RFP under Budget, "costs must be allowable, reasonable and budgeted in accordance with NFWF's Budget Instructions cost categories. Finally, it is restated that federal funded projects must comply with OMB Uniform Guidance as applicable."

My August 18, 2020 request sought additional information to address NFWF's concerns regarding your compliance with the aforementioned terms and regulations. Your response did not resolve these issues of concern. Moreover, we have additional information that indicates that your organization was aware of the ineligibility of the project and continued forward in seeking the NFWF award. Accordingly, for all of the above reasons, I am notifying you herewith that the award (Proposal #65747) has been rescinded.

Sincerely,

Dan

Daniel J. Strodel

General Counsel

National Fish and Wildlife Foundation

1133 15<sup>th</sup> Street, NW suite 1000

Washington, DC 20005

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**Cortney Murguia** <cmurguia@graceenviro.com>

Tue, Oct 27, 2020 at 10:13 AM

To: Charles Grace <cgrace@graceenviro.com>, "Jeff Oliveira, Principal Environmental Planner" <jeffo@olive-env.com>, Gwen Kellas <gkellas@sansimeoncsd.org>, "Laule, Marie" <marie.laule@woodplc.com>

Good morning,

I apologize for not getting this email forwarded yesterday. Per Daniel's email the grant award for NFWF has been rescinded. I would suggest that we review the guidelines referenced in his email and see if there is any sort of reply/response that can be made to salvage the grant. Should anyone have other suggestions let me know.

**Cortney Upthegrove-Murguia**

Office Manager  
San Simeon Community Services District  
111 Pico Avenue | San Simeon, CA 93452  
(805) 927-4778 **Office** | (805) 400-7399 **Mobile**

[www.graceenviro.com](http://www.graceenviro.com)

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**Charles Grace** <cgrace@graceenviro.com> Tue, Oct 27, 2020 at 10:21 AM  
To: Cortney Murguia <cmurguia@graceenviro.com>  
Cc: "Jeff Oliveira, Principal Environmental Planner" <jeffo@olive-env.com>, Gwen Kellas <gkellas@sansimeoncsd.org>, "Laule, Marie" <marie.laule@woodplc.com>

Thank you for the suggestion. Grace Environmental will not be following up or trying to salvage the grant.

Charles Grace  
805 431 6253  
[www.graceenviro.com](http://www.graceenviro.com)



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**Jeff Oliveira** <jeffo@olive-env.com> Tue, Oct 27, 2020 at 10:34 AM  
To: Charles Grace <cgrace@graceenviro.com>, Cortney Murguia <cmurguia@graceenviro.com>  
Cc: Gwen Kellas <gkellas@sansimeoncsd.org>, "Laule, Marie" <marie.laule@woodplc.com>

Thanks Cortney. I agree with Charlie, the NFWF guidelines were pretty clear on funding for projects required as conditions of approval for permitting (i.e., "mitigation"). This will have a domino effect with the OPC grant as well, since that funding was tied to the NFWF grant matching funds requirement.

**Jeff Oliveira**

**Principal Environmental Planner**

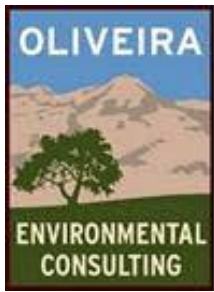
**Oliveira Environmental Consulting LLC**

**3155 Rose Avenue**

San Luis Obispo, CA 93401

805.234.7393; jeffo@olive-env.com

www.olive-env.com



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Gwen Kellas <gkellas@sansimeoncsd.org>

Tue, Oct 27, 2020 at 7:16 PM

To: Jeff Oliveira <jeffo@olive-env.com>, Charles Grace <cgrace@graceenviro.com>, Cortney Murguia <cmurguia@graceenviro.com>

Cc: "Laule, Marie" <marie.laule@woodplc.com>

Hello All,

This is sha. ering to say the least: it seems it went from a simple clean submission of the prelim by Marie and me 5/20/19 to a project that now accuses All of us as being an Agency that intenonally submi ed a grant request that we KNOWINGLY were aware of our ineligibility. And, just to add salt to the wound they claim to have proof that we knew AND I want to see that proof.

I see Woods, the District and Jeff as a team in a District that can only survive through grants; therefore, we need to pull apart in minute detail as to what happened and ensure it does not happen again. Not to mention all of our reputations are at stake.

I am requesting **a conference call** with all parties to review in minute detail and garner all we can as to what happened to clear and sort this issue.

Yes, it would be easy to sit back and say ---- -- but I do not see that as an option.

Date wise tomorrow is out due to a Board meeting.

10/29 I am driving south in the AM

11/3, 12 noon on I am working Pacific Wildlife Care

11/4 on the road heading North in the PM

Please let's make this work and nail it!!

Please CALL with any questions.

Gwen K.

805-857-2646

---

**From:** Jeff Oliveira <[jeffo@olive-env.com](mailto:jeffo@olive-env.com)>  
**Sent:** Tuesday, October 27, 2020 10:34 AM  
**To:** Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>; Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>  
**Cc:** Gwen Kellas <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)>; Laule, Marie <[marie.laule@woodplc.com](mailto:marie.laule@woodplc.com)>  
**Subject:** RE: Final Review and Award Recission (Proposal #65747)

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**Laule, Marie** <[marie.laule@woodplc.com](mailto:marie.laule@woodplc.com)> Wed, Oct 28, 2020 at 7:45 AM  
To: Gwen Kellas <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)>, Jeff Oliveira <[jeffo@olive-env.com](mailto:jeffo@olive-env.com)>, Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>, Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>  
Cc: "Gira, Daniel" <[daniel.gira@woodplc.com](mailto:daniel.gira@woodplc.com)>

Good morning all,

Dan and I (Wood) can be available for a conference call on 11/3 or 11/4. Just let us know how you would like to proceed.

Thanks,

-Marie

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**From:** Gwen Kellas <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)>  
**Sent:** Tuesday, October 27, 2020 7:16 PM  
**To:** Jeff Oliveira <[jeffo@olive-env.com](mailto:jeffo@olive-env.com)>; Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>; Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>  
**Cc:** Laule, Marie <[marie.laule@woodplc.com](mailto:marie.laule@woodplc.com)>  
**Subject:** Re: Final Review and Award Recission (Proposal #65747)

**CAUTION:** External email. Please do not click on links/attachments unless you know the content is genuine and safe.

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**Gwen Kellas** <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)> Wed, Oct 28, 2020 at 8:01 AM  
To: Jeff Oliveira <[jeffo@olive-env.com](mailto:jeffo@olive-env.com)>, Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>, Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>  
Cc: "Laule, Marie" <[marie.laule@woodplc.com](mailto:marie.laule@woodplc.com)>

This fiasco ran through my head all last night because I could not sleep and I recall you did all have a meeng: as I w as not invited, I forgot.

I am canceling this request.

Gwen K.

---

**From:** Gwen Kellas <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)>  
**Sent:** Tuesday, October 27, 2020 7:16 PM  
**To:** Jeff Oliveira <[jeffo@olive-env.com](mailto:jeffo@olive-env.com)>; Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>; Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>  
**Cc:** Laule, Marie <[marie.laule@woodplc.com](mailto:marie.laule@woodplc.com)>

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**Cortney Murguia** <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)> Wed, Oct 28, 2020 at 10:23 AM  
To: Natalie Frye Laacke <[nfryelaacke@ammcglaw.com](mailto:nfryelaacke@ammcglaw.com)>

**Cortney Upthegrove-Murguia**  
Office Manager  
San Simeon Community Services District



111 Pico Avenue | San Simeon, CA 93452  
(805) 927-4778 **Office** | (805) 400-7399 **Mobile**

[www.graceenviro.com](http://www.graceenviro.com)

----- Forwarded message -----

From: **Daniel Strodel** <[Daniel.Strodel@nfwf.org](mailto:Daniel.Strodel@nfwf.org)>  
Date: Fri, Oct 23, 2020 at 10:51 AM  
Subject: Final Review and Award Recission (Proposal #65747)  
To: Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>

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**Cortney Murguia** <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)> Thu, Oct 29, 2020 at 3:28 PM  
Bcc: Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>, Gwen Kellas <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)>, Natalie Frye Laacke <[nfryelaacke@ammcglaw.com](mailto:nfryelaacke@ammcglaw.com)>, Jeffrey Minnery <[jminnery@ammcglaw.com](mailto:jminnery@ammcglaw.com)>, wmaurer@sansimeoncsd.org, Will Carson <[willcarson99@icloud.com](mailto:willcarson99@icloud.com)>, ddelarosa@sansimeoncsd.org, Daniel De La Rosa <[danotango@gmail.com](mailto:danotango@gmail.com)>

The below email is being forwarded on behalf of Chairperson Kellas and relates to the NFWF Grant funding.

Have a nice weekend,

**Cortney Upthegrove-Murguia**  
Office Manager  
San Simeon Community Services District  
111 Pico Avenue | San Simeon, CA 93452  
(805) 927-4778 **Office** | (805) 400-7399 **Mobile**

[www.graceenviro.com](http://www.graceenviro.com)

----- Forwarded message -----

From: **Daniel Strodel** <[Daniel.Strodel@nfwf.org](mailto:Daniel.Strodel@nfwf.org)>  
Date: Fri, Oct 23, 2020 at 10:51 AM  
Subject: Final Review and Award Recission (Proposal #65747)  
To: Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>

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**Gwen Kellas** <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)> Mon, Nov 9, 2020 at 12:42 PM  
To: Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>

PRR

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**From:** Charles Grace <[cgrace@graceenviro.com](mailto:cgrace@graceenviro.com)>  
**Sent:** Tuesday, October 27, 2020 10:21 AM  
**To:** Cortney Murguia <[cmurguia@graceenviro.com](mailto:cmurguia@graceenviro.com)>

**Cc:** Jeff Oliveira, Principal Environmental Planner <[jeffo@olive-env.com](mailto:jeffo@olive-env.com)>; Gwen Kellas <[gkellas@sansimeoncsd.org](mailto:gkellas@sansimeoncsd.org)>; Laule, Marie <[marie.laule@woodplc.com](mailto:marie.laule@woodplc.com)>

**Subject:** Re: Final Review and Award Recission (Proposal #65747)

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# EXHIBIT M

ADAMSKI MOROSKI MADDEN  
CUMBERLAND & GREEN LLP

ATTORNEYS AT LAW

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Post Office Box 3835 • San Luis Obispo, California 93403-3835  
T 805-543-0990 • F 805-543-0980 • [www.ammcglaw.com](http://www.ammcglaw.com)

January 5, 2021

Via U.S. and Electronic Mail

Daniel J. Strodel  
General Counsel  
National Fish and Wildlife Foundation  
1133 15<sup>th</sup> Street, N.W., Suite 1000  
Washington, DC 20005  
[Daniel.Strodel@nfwf.org](mailto:Daniel.Strodel@nfwf.org)

Mr. Strodel:

This office represents the San Simeon Community Services District (the “District”), and we are in receipt of your email dated October 23, 2020, rescinding the award associated with Proposal #65747. This correspondence is intended to seek your reconsideration of this decision.

San Simeon is a geographically isolated, very small and *disadvantaged* community. Knowing it needed support to obtain competitive funding, the District retained a specialized environmental consultant, Wood Environmental & Infrastructure Solutions, Inc., to identify and apply for grants on its behalf. Despite the unsubstantiated allegations that you apparently received, the District, its staff, and consultants submitted the proposal with integrity and in the utmost good faith.

The District submitted a proposal for the NFWF National Coastal Resiliency Fund 2019, to help fund the development of a Coastal Hazardous Response Plan (“Response Plan”). The development of the Response Plan appears to be eligible for funding, pursuant to NFWF’s request for proposal, as an on-going project to continue compliance efforts. As you may be aware, the California Coastal Commission (“CCC”) has required that the District’s wastewater treatment plant (“Treatment Plant”) be relocated away from the coast due to sea level rise and other coastal hazards and that the site be restored after the relocation. NFWF’s request for proposals provides that grant funds may be used to support projects (such as this) that enhance or improve upon existing baseline compliance efforts. It is my understanding that the development of the Response Plan does just that, as the CCC’s CDP states that the Response Plan “shall build upon the work completed to date as described in the document titled *Alternatives Analysis for Relocation of the San Simeon Community Services District Wastewater Treatment Plant . . .* and the document titled *San Simeon Community Services District Estimated WWTP Life Expectancy Analysis.*” The Response Plan is building on analyses and reports that the District has been developing for many years (*see page 6 of the CDP-3-19-2020*), and the NFWF grant would support this on-going effort.

In addition, the District does not see how a conflict of interest was created by applying for this grant. The fact that the Chairperson owns property adjacent to the Treatment Plant is irrelevant

as the Response Plan, which will help the District identify and address potential coastal hazards, is necessary before relocating the Treatment Plan. By applying for this grant, the District was merely seeking funds to defray the costs of this very expensive endeavor, which it is mandated to accomplish by the CCC.

The District believes it will be able to comply with all OMB guidance (2 CFR 200, subparts A through F). The \$22,400 line item was a budget estimate of staff time and any services provided by Grace Environmental Services (“GES”) which would have been performed under its existing contract with the District. It is my understanding that GES would not have charged the District for the additional services – this line item was merely an estimate of cost. No arrangements with consultants, Oliveira or Wood, have been made, except that they helped develop the proposed budget and costs estimates for the Response Plan. Any additional services that would be needed to develop the Response Plan will be secured following the District’s Policy and Procedure Manual, which is in compliance with state law for procurement of professional services.

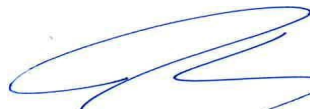
The District operates with honesty, openness and with consideration for the interests of the community, and it submitted its grant application with those values in mind. Any information you have to the contrary is false. The District has the support of its community regarding this grant proposal. The County of San Luis Obispo, U.S. Congressman Salud Carbajal, California State Assemblyman Jordan Cunningham, the California Department of Parks and Recreation, and the California Coastal Commission all provided express support for the District’s application.

The District’s proposal had received approvals for this funding at all levels of your organization, until apparently, you received information that caused you concern. You have indicated that you have information that indicates the District knew it was not eligible for the grant but continued forward regardless. Due to the seriousness of this allegation, the District requests that you disclose that information so that it can properly and fully address any false statements or information. Based on the foregoing, the District hereby requests that the decision to rescind the grant be reconsidered.

I look forward to hearing from you promptly regarding this matter.

Very truly yours,

ADAMSKI MOROSKI MADDEN  
CUMBERLAND & GREEN LLP



JEFFREY A. MINNERY

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# EXHIBIT N

# San Simeon Community Services District

111 Pico Avenue San Simeon, CA 93452

January & February 2021



(805) 927-4778  
admin@sansimeoncsd.org

## NEWSLETTER

### **National Fish and Wildlife Foundation Grant**

'Concerned' citizens contacted the National Fish and Wildlife Federation with false allegations of conflicts of interest and fraud, convincing the NFWF General Counsel that SSCSD applied for the grant knowing that the SSCSD did not qualify. There is an exception to the grant qualifications that allowed the SSCSD to apply and the firm hired by the SSCSD stands in support of the grant application. A substantial portion of the \$125,000 grant was for a Coastal Hazard Response Plan (CHRP) mandated by the Coastal Commission which built on existing base line efforts. The actions by the community members, who continue to spread false information about the SSCSD, have resulted in a substantial loss for the district, which will now have to pay directly for the cost of the CHRP.

### **Winter Water saving tips:**

#### **Turn off or reduce your irrigation system.**

Lawns can be watered less frequently during cooler weather. Remember to turn off your irrigation system during and after rain and consider installing a rain sensor that does this automatically for improved water conservation.

**Install a rain barrel.** Install a rain barrel to collect rainwater over the winter. This will conserve water and save money on your water bill. Harvested rainwater can be used for many things, including watering your lawn, washing your car, washing driveways, watering plants and bushes. Please contact the SLO County for more information.

know the location of the main shutoff valve in your home. If a pipe bursts you'll need to use this valve to shut off the water to the house. Consider putting a tag on the valve so it's clearly identified. Make sure your family members or roommates know where it is so they can use it in case of an emergency.

**Implement these three everyday water-saving tips.** Keep showers to five minutes or less to save up to 1,000 gallons per month. Turn off the water while brushing your teeth to save up to 50 gallons a week. Run your washer and dishwasher only when they are full to save up to 1,000 gallons a month.

### **Get involved with the SSCSD**

The SSCSD welcomes input and participation from the San Simeon community and encourages residents to attend the monthly board meetings. Details about the next board meeting and how to attend are included at the bottom of this newsletter. In addition to the monthly newsletters, information regarding the

SSCSD can be found at [www.sansimeoncsd.org](http://www.sansimeoncsd.org). Residents can also contact SSCSD staff by visiting the office at 111 Pico Avenue in San Simeon or calling 805-927-4778. The District office has masks, plexiglass and hand sanitizer to prevent the spread of Covid-19.

### **Board of Directors Meeting**

The next board of directors meeting will take place on Thursday February 11, 2021 @ 6 PM via Zoom. Meeting details:

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# EXHIBIT O



# San Simeon Community Services District secures grants for Coastal Hazards Response Plan Project

Total of \$380,000 in funding will be used to put together a plan for coastal hazards.

Aug 5th, 2020



Pexels.com

**SAN SIMEON, CA** -- Grace Environmental Services, which manages the San Simeon Community Services District (SSCSD), has secured several new grants to fund the San Simeon Coastal Hazards Response Plan Project. \$125,000 has been granted from the National Fish and Wildlife Foundation and \$125,000 in matching funds from the Ocean Protection Council. A Local Coastal Plan (LCP) grant of \$130,000 has also been secured from the California Coastal Commission. Grace

Environmental Services worked with Oliveira Environmental Consulting LLC and the SSCSD to secure the grants.

The funds will be used to put together a plan for coastal hazards, which will include an analysis for relocating the existing wastewater treatment plant and facilities inland, away from the coastal hazard zone. The project will increase coastal community resiliency and reduce coastal hazard impacts, while enhancing habitats for wildlife populations. Work will also be done to restore native habitats and conserve coastal ecosystems.

Charles Grace, President of Grace Environmental Services said: “In keeping with our commitment to deliver cost-effective projects we continue to apply for numerous grants for project funding. This reduces the amount of customer dollars needed and provides significant savings to the district.”

The Coastal Hazards Response Plan is expected to be completed by 2023. In total SSCSD staff have obtained \$2,117,000 in grant funding for community projects.

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