



CAMBRIA COMMUNITY SERVICES DISTRICT

REGULAR MEETING

Monday, November 17, 2008– 12:30 PM

VETERANS MEMORIAL BUILDING, 1000 MAIN ST., CAMBRIA, CA

AGENDA

This agenda is prepared and posted pursuant to Government Code Section 54954.2. By listing a topic on this agenda, the District's Board of Directors has expressed its intent to discuss and act on each item. In addition to any action identified in the summary description of each item, the action that may be taken by the Board of Directors shall include: a referral to staff with specific requests for information; continuance; specific direction to staff concerning the policy or mission of the item; discontinuance of consideration; authorization to enter into negotiations and execute agreements pertaining to the item; adoption or approval; and disapproval.

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The District Clerk will answer any questions regarding the agenda.

1. **OPENING**

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. Report from Closed Session

2. **AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS**

(Estimated Time: 5 minutes)

3. **ACKNOWLEDGMENTS/PRESENTATIONS**

Maxine Lewis Homeless Shelter Presentation, Richard Margetson

(Estimated Time: 10 minutes)

Proclamation Honoring Fire Chief Putney Retirement:

Presentations by CERT, Norman Smyth; Fire Safe Council, Joyce Renshaw;
CCSD Executive Team and Fire Department Staff

Oath of Office - Mark Miller as Fire Chief

(Estimated Time: 60 minutes)

RECEPTION

4. **SPECIAL REPORTS**

A. SHERIFF'S DEPARTMENT REPORT

(Estimated Time: 5 minutes)

5. MANAGER'S AND BOARD REPORTS

A. MANAGER'S REPORT

(Estimated Time: 10 minutes)

B. MEMBER AND COMMITTEE REPORTS

1. Forest Committee: General Overview of Cambria Forest Management Plan

(Estimated Time: 10 minutes)

6. CONSENT AGENDA

All matters on the consent calendar are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the consent calendar as a whole is acted upon.

- A. Approve Expenditures for Month of October 2008
- B. Approve Minutes of Board of Directors Meeting, October 23, 2008
- C. Adopt Resolution 36-2008 Rejecting Claim per SDRMA (Special District Risk Management Authority) Recommendation - Robinson
- D. Adopt Resolution 37-2008 Declaring Work Completed in Conformance with the Plans and Specifications for the Pine Knolls Reservoir Replacement Project
- E. Adopt Resolution 38-2008 Authorizing Amendment No. 2 to the February 20, 2003 Consulting Services Agreement with RBF Consulting
- F. Adopt Resolution 41-2008 Approving a Two-Year Lease Extension with Cambria Village Square Shopping Center for the CCSD Administrative Offices for the Period of October 31, 2008, through October 30, 2010
- G. Adopt Resolution 39-2008 Approving Fire Chief Position Description and Employment Agreement with Mark Miller

(Estimated Time: 15 minutes)

7. HEARINGS AND APPEALS

- A. Consider Extension of Intent to Serve for 18 Multi-family Units APN 024.191.060.

1. Adopt Resolution 40-2008 Approving Agreement for Settlement and Mutual Release with San Luis Trust Bank
2. Consider Request by J E Lindsey for Extension of Intent to Serve
(Estimated Time: 30 minutes)

8. REGULAR BUSINESS

- A. Consider Request by Cen Cal Development to Modify Intent to Serve to CCSD APN 013.151.045

(Estimated Time: 60 minutes)

9. PUBLIC COMMENT

Members of the public wishing to address the Board on any non-actionable item not listed on the agenda (items one through five) and within the jurisdiction of the Cambria CSD may do so when recognized by the President. Public comments during this and other portions of the agenda will be limited to 3 minutes per person.

10. ADJOURN TO CLOSED SESSION, 1316 Tamson Drive, Suite 204, Cambria

- A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 (1 matter)
- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (a) of Section 54956.9 (1 matter) Landwatch of San Luis Obispo County/C Hawley vs. Cambria Community Services District
- CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
Property: Schoolhouse Lane Project
Agency Negotiator: General Manager
Negotiating Parties: People's Self-Help Housing
Under Negotiation: Property Negotiation
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
pursuant to periodic performance evaluation as required by employment contract.
Title: General Manager

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**

FROM: Tammy Rudock, General Manager

Meeting Date: November 17, 2008

Subject: MANAGER'S REPORT

ADMINISTRATION

NOTICE OF HOLIDAYS

CCSD administrative offices and utility field operations will be closed as follows:

- November 27 and 28, 2008 (Thursday and Friday) Thanksgiving holidays
- December 25, 2008 (Thursday) Christmas holiday
- January 1, 2009 (Thursday) New Year's Day holiday

Service interruptions and emergencies may be reported by calling our 24-hour answering service at 927-6223.

Finally, the administrative offices will be closed on Friday, December 26, 2008, and Friday, January 2, 2009, as "furlough" (unpaid leave) days, which saves personnel costs, operating expenses, and reduces liabilities (leave banks). Staff and their families are also afforded an extended "weekend" to spend time together. Typically, there is very little public interaction in the administrative offices during these two holiday weeks. Thanks to the administrative office staff for developing this cost-saving idea for the CCSD! *Note: Fire operations will remain fully functional during the holidays.*

ADMINISTRATIVE OFFICE HOURS

Permanent "walk-in" Administrative Office hours change to 9 a.m. to 4 p.m., effective Monday, January 5, 2009.

MAIN STREET ENHANCEMENT PROJECT – STREET LIGHTS

Staff is researching this project and will bring back a report in December.

PARKS AND RECREATION

CONCERTS IN THE PARK

Director Funke-Bilu inquired about expenditures related to Concerts in the Park. The CCSD budgeted \$5,000 for FY 2008/2009 in the Parks and Recreation budget (within Professional Services). SLO Country park rental fees were granted by Supervisor Bruce Gibson. Otherwise, common expenditures from this account include costs for musicians, sound technicians, and ministerial expenses as necessary. Each concert is free and open to the public. *Note: Nothing was budgeted for FY 2009/2010, because there were no General Funds available. Staff will attempt to find a local organization or group take over this event.*

CAPITAL OUTLAY/CAPITAL IMPROVEMENT PROGRAM

Staff will provide a report on the prioritization and financing recommendations of the capital outlay and CIP projects at next month's Board Meeting.

BOARD OF DIRECTORS' MEETING-NOVEMBER 17, 2008
ADDENDUM TO GENERAL MANAGER'S REPORT
FINANCE MANAGER'S REPORT

BUDGET –Revenue and Expenditures for July-September, 2008 have been posted to the CCSD website.

EXPENDITURES-There were no expenditures in excess of \$100,000 during October, 2008.

RESERVES-LAIF BALANCE-The balance in the Local Agency Investment Fund account as of October 31, 2008 was \$3,727,220. This balance represents an increase of \$28,795 from September 30, which is the interest earned for the period of July-September, 2008.

The LAIF BALANCE is made up as follows:

<u>FUND</u>	<u>AMOUNT</u>
General	\$ 3,727,220
Water	\$ -0-
Wastewater	\$ -0-

SAFETY OF LAIF-This continues to be monitored. There have been no changes from prior periods that appear to jeopardize LAIF's safety or liquidity.

BOARD OF DIRECTORS' MEETING- November 17, 2008
ADDENDUM TO GENERAL MANAGER'S REPORT
DISTRICT ENGINEER'S REPORT

The following summarizes water-related project activities since your October 23rd, 2008 meeting:

Desalination Project

A kick-off meeting was held with the Army Corps and their consultant, Diaz-Yourman, on October 28th, 2008. The main purpose of this meeting was to gather information. This information will be used by Diaz-Yourman to develop a more detailed plan towards collecting geotechnical data that will ultimately be used in completing a project-level EIR/EIS. The data gathering effort will first focus on the Santa Rosa Creek beach area, which was found to have a main paleochannel and two secondary paleochannels (ancient channels filled with sediment) as the result of our geophysical measurements this past spring. Determining the extent and characteristics of the paleochannels and their deposits will further define the alternatives that will ultimately be analyzed and reviewed during completion of a project-level EIR/EIS.

Rodeo Grounds Pump Station Replacement and Stuart Street Tank Enhancement Projects

Staff completed its review of the administrative draft Initial Study/Mitigated Negative Declaration (ISMND) on the Stuart Street Tank project, which is currently under review by RBF Consulting. During review of the Rodeo Grounds Pump Station administrative draft IS/MND, several questions surfaced on the extent of recommended piping improvements being proposed downstream from the station. More hydraulic modeling and detailed discussions with RBF are needed to address these questions further before finalizing the Rodeo Grounds Pump Station project description. The next months' focus will be on updating the Stuart Street Tank administrative draft IS/MND, and further analyzing the system hydraulics associated with the Rodeo Grounds Pump Station project.

CCSD Fire Department
Acting Fire Chief Mark Miller
November 17, 2008

Response information from January 1st through the November 11th, 2008 is attached. Progress updates and highlights regarding the different programs and services our department provides are identified below:

Prevention and Education (For the Month of October 2008)

- 12 residential new and remodel fire plan reviews were completed.
 - 15 residential and commercial technical fire inspections were conducted.
 - 8 residential and commercial water appliance/conservation inspections were conducted.
 - 26 Engine Company commercial fire and life safety inspections were conducted.
 - 13 Public Education Events
 - 0 Fire Flow Test were conducted
 - 4 residential smoke detectors were installed and or the batteries changed.
-
- Progress continues to be slow, regarding the planned demolition/removal of the Center Street house, which was severely damaged by fire many years ago. All permitting through SLO County is completed and the demolition work is ready to begin with the building owners scheduling. Permitting is valid for one year from the date of issue and all steps are being taken to support the rapid completion of this project.
 - The Fire Department Halloween Haunted Forest event was a big success with an estimated 650 attendees. The fire department passed out fire prevention literature and candy and provided the community with a safe environment for a Halloween celebration. Events included a haunted forest, fishing pond and storybook session with Sparky the Firedog and Cruella deVille from 1001 Dalmatians'. This event was a cooperative event with administrative staff, fire personnel; all community volunteers all pitching in.

Fire Investigations

Fire Hazard Fuel Reduction/Defensible Space

- § We have been working on funding sources to expand new or improve existing shaded wildland fuel breaks within the Cambria area. We are hopeful that some grant funding may be allocated to fund some projects.

Operations

- CCSD Fire Personnel are compiling prices for Advanced Life Support (ALS) equipment for engine 5791. This equipment will enable fire department / CCHD paramedics to function with ALS capability. Discussion is currently underway with the CCHD to determine whether to continue fire department paramedic delivery.

“Wildfire Prevention is a Community Responsibility!”

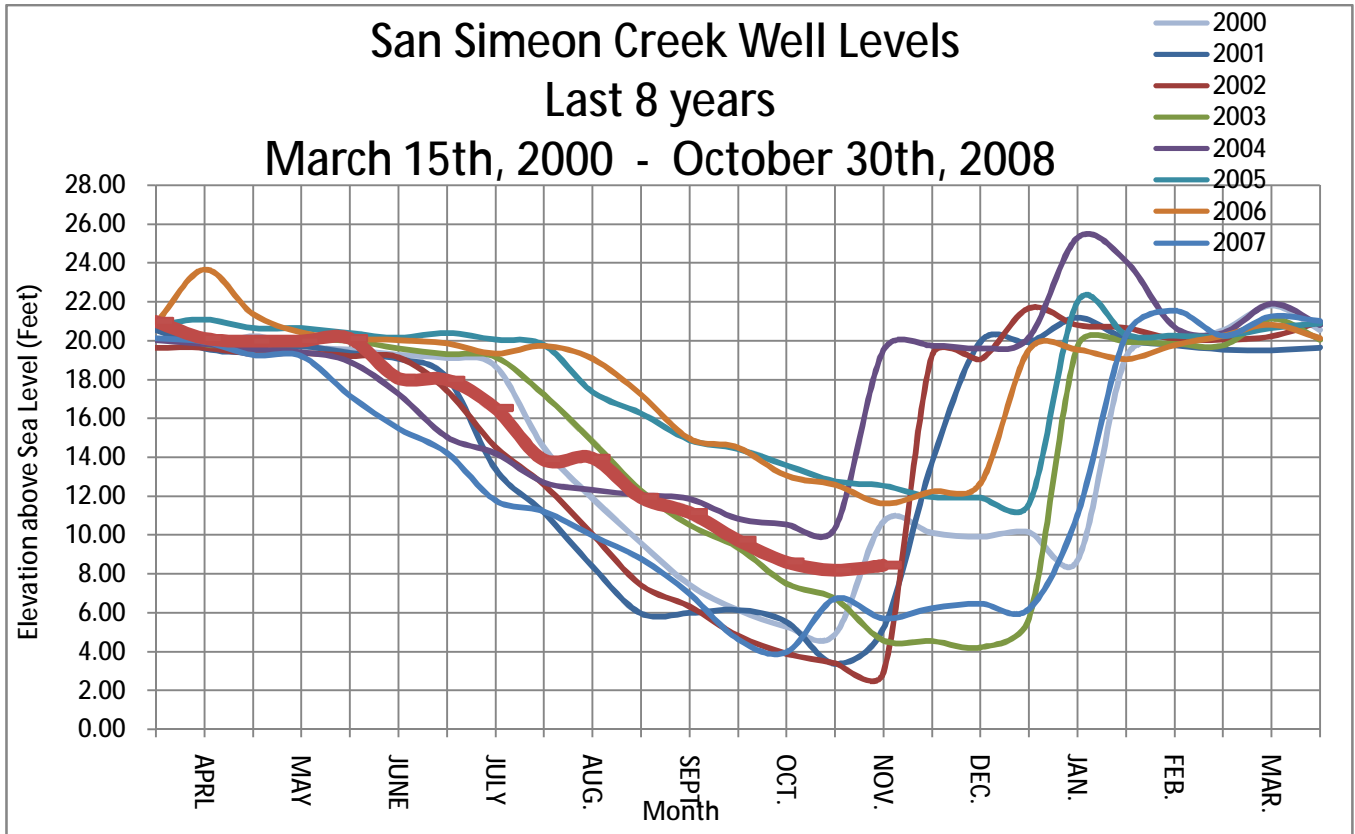
**Cambria CSD Fire Department
Response Information
January 1, 2008 through November 11, 2008**

Categories	Jan '08	Feb '08	Mar '08	Apr '08	May '08	Jun '08	Jul '08	Aug '08	Sept '08	Oct '08	11-Nov '08	Dec '08	Totals
Fire	2	3	3	0	1	3	1	1	3	6	0		23
Hazardous Mat.	0	0	0	0	0	0	0	0	0	0	0		0
Medical*	36	37	39	32	42	49	37	13	53	53	21		412
Vehicle TC	3	0	1	2	1	1	1	2	4	1	1		17
Hazardous Situations	20	5	3	2	4	1	2	4	3	4	2		50
Public Service Assist	9	9	6	7	8	2	4	1	9	5	5		65
False Alarms	5	8	3	2	2	2	5	0	3	2	0		32
Agency Assist	0	0	0	0	0	0	0	0	0	0	0		0
Mutual Aid	0	0	0	0	1	1	3	0	0	0	0		5
Auto Aid	1	0	0	0	1	2	1	0	0	0	0		5
Fire Investigations	0	0	0	0	0	1	0	0	0	0	0		1
Monthly Response Totals	76	62	55	45	60	62	54	21	75	71	29	0	610
Cumulative Totals	76	138	193	238	298	360	414	435	506	533	562		0
ALS*	5	3	3	3	1	5	2	2	0	0			24
Medic Engine Shift*	23	16	20	18	19	17	21	10	23	0			167

Assistant General Manager/Utilities Manager
Bryan Bode
November 17, 2008

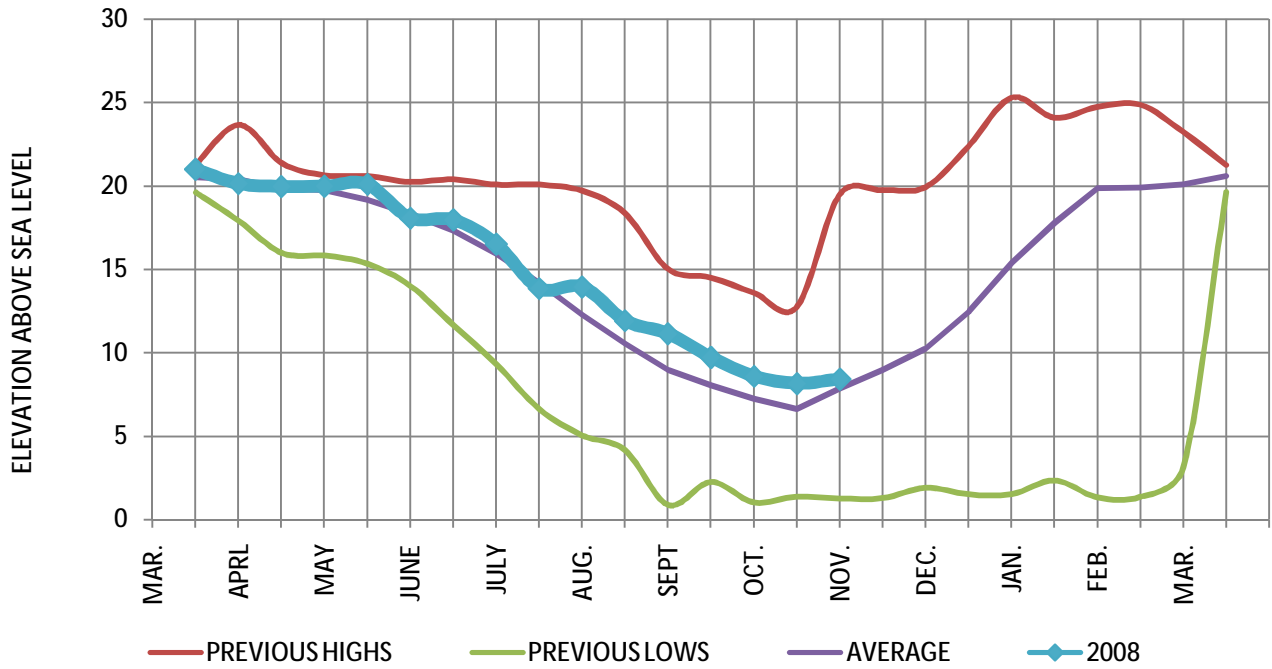
The following is an update of some of the projects we are working on. By no means is this a complete list; it contains the most important items in progress.

Well Levels



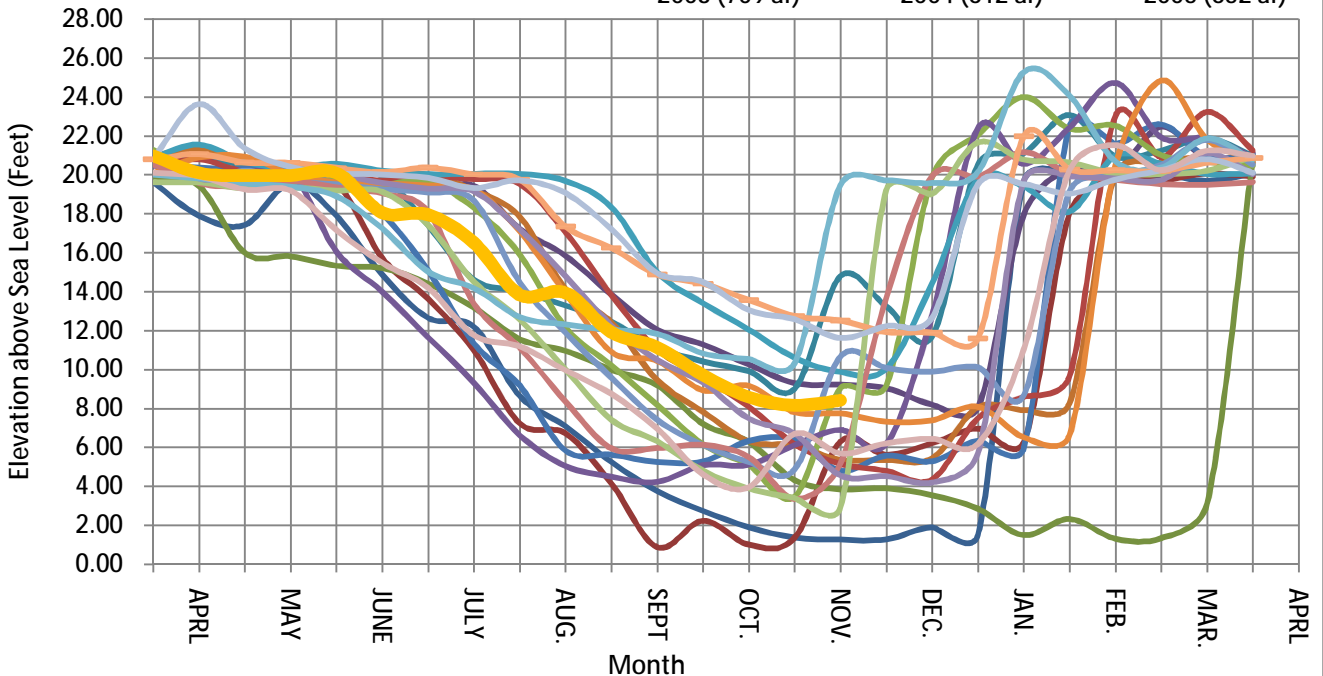
San Simeon Lagoon November 10, 2008, bar closed and lower lagoon diminished

SAN SIMEON CREEK WELL LEVELS March 15th. 1988 - October 30th, 2008

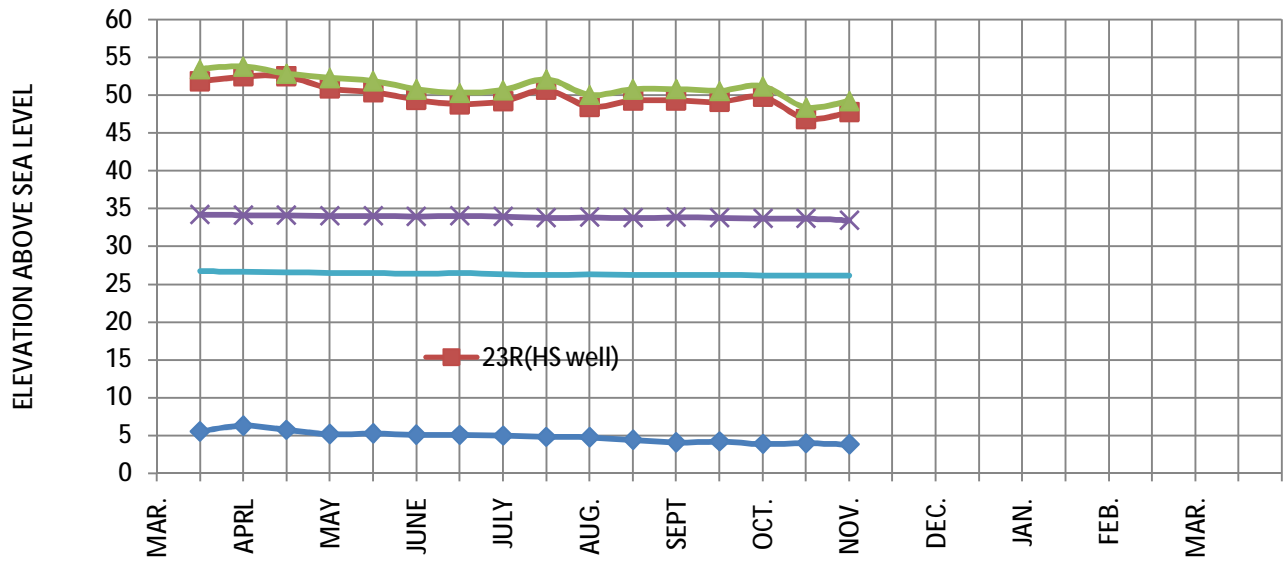


San Simeon Creek Well Levels 1988 - October 30th, 2008

- | | | |
|-----------------|-----------------|-----------------|
| — 1988 (566 af) | — 1989 (622 af) | — 1990 (457 af) |
| — 1991 (405 af) | — 1992 (542 af) | — 1993 (691 af) |
| — 1994 (538 af) | — 1995 (676 af) | — 1996 (718 af) |
| — 1997 (679 af) | — 1998 (707 af) | — 1999 (775 af) |
| — 2000 (799 af) | — 2001 (745 af) | — 2002 (728 af) |
| — 2003 (709 af) | — 2004 (612 af) | — 2005 (652 af) |



SANTA ROSA CREEK WELL LEVELS March 15th, 2008 - October 30th, 2008



Santa Rosa Lagoon November 10, 2008, bar closed

Well Operations

Both San Simeon and Santa Rosa creeks have ceased flowing to the ocean. It appears, at this time, that we will have enough water to last through the year, **if** we receive significant rain before the end of this year

For now all we can do is be careful with what we have and continue to conserve where we can just in case the next few months yield little or no rain. Even though the charts show a little kick up on both Santa Rosa and San Simeon well fields, if no significant rainfall comes between this meeting and the next regular Board of Directors meeting in December 2008, I will be

recommending at that time, that the Board of Directors impose surcharges to help control the rise in the increased water use over last year and to make sure we conserve as best we can what little we may have left. The timing of this is awkward because our billing is bimonthly and the next meter reading following the December Board of Directors meeting will be the first of January 2009 and the next reading and billing will not be until the first of March 2009. This is the earliest time that we can impose surcharges, and if it does rain in the meantime we can easily retract them with no harm done.

With the Santa Rosa well online it helps us balance both of the well fields and keep both water tables higher longer. As always, we intend to keep Santa Rosa creek running continuously at all times and will shut down pumping if it appears that flow may cease.

The second San Simeon chart better indicates that we are about average for well levels at this time of the year, and it should be pointed out that, we still can put more pressure on the Santa Rosa , especially now as the surface flow has ceased.

The Santa Rosa chart shows a dip indicating that the creek is dry along that reach and the water table is starting to drop, not being recharged from upstream as fast as it is being used.

San Simeon Well Gradient

The well level differential between 9P2 and SS4, indicating the gradient of the well field to the effluent application site, is presently positive. This means that the groundwater elevation of the water in the effluent application site is lower than the groundwater in the production wells, and therefore effluent cannot, over time, flow toward the well field.

SCADA

We are scheduled to pick up our equipment at CyberNet on November 19, 2008. We will at that time go over some of the details of the next phase of the project and details of the SCADA work just completed.

Once the equipment is on site we can install the base units and have the outdoor equipment placed in weatherproof cabinets and installed as well, thus completing the project.

Biosolids



Finished product about 20% solids 1000 tons

This year's run of biosolids will be shipped out starting on November 17th at the rate of four truck loads per day, at 24.5 tons per load, to Liberty Composting, Inc., in Lost Hills, CA. The cost will be about \$42.00 per ton and we estimate a little over 1000 tons to be hauled.

Pine Knolls Tanks



The New Pine Knolls Tanks

The Pine Knolls Reservoir Replacement project is essentially complete. The Notice of Completion was filed at the County of San Luis Obispo, County Clerk Recorder on October 24, 2008, and the final payment and retention has been processed for payment. To totally complete this project only a few minor details need to be repaired to the Manor Way paving and coating, the cathodic protection needs to be turned on and tested, and a small gate needs to be repaired along an easement fence.

PROS Commission



Location of 60-foot connector trail site

The PROS Commission met on Tuesday, November 4, 2008.

At the November meeting the topics covered the January PROS Planning Workshop to set goals for the next year, trail and facility naming policy, the completion of the Pocket Park located a Bridge & Center Street, and update on the Moonstone Beach Trail Connector and a report on the Fiscalini Ranch Preserve by Alese Bell.

The next PROS Commission meeting and Holiday Party is December 16, 2008, 5:00 at the Veterans Memorial Hall.

Trail Connector

We contacted Glen Priddy and Scott Wetmore, County of San Luis Obispo, Public Works, Permits and they asked us to file an Encroachment Permit for the Moonstone Beach Trail Connector that was proposed by the Californian Conservation Corps to connect the Cross Town Trail with the State Park Trail on Moonstone Beach Drive. Once that is done and approved, Supervisor Gibson can request that funds be released from San Luis Obispo County's Parks Department to help fund this project, at the most timely Board of Supervisors meeting.

Concerts in the Park

Director Ilan Funke-Bilu requested at last October's regular Board of Directors meeting that staff research a line item on the Expenditure Report where Davidson and Associates submitted the claim headed PR/COORDINATE CONCERTS IN THE PARK for the sum of \$415.80. Director Funke-Bilu also asked if not the Concerts in the Park were free and at no cost to the District.

First the PR does not stand for Public Relations but for the department Ms. Davidson's time was charged to which is Parks and Recreation. Secondly the concert is free for the public to attend but the band is paid as is ASCAP for the songs that are played for copyright royalties. Also, the park is donated by County courtesy of Supervisor Bruce Gibson's discretionary funds that pay county staff for cleanup of the park thus letting the County waive the park rental fees.

No matter what anybody in the District does, or contractor on our behalf, all time is allocated to some project or task assigned to some department and thereby expensed.

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
ACCESS LAW, INC.	48508	10/22/2008	1	\$ 110.95	ADM/CAL DISC 4th QUARTER 2008 UPDATE 10/13/08
ACCURATE MAILING SERVICE	48394	10/2/2008	1	\$ 40.00	WD/POSTAGE DEPOSIT FOR REMINDER BILLS 10/11/08
ACCURATE MAILING SERVICE	48394	10/2/2008	2	\$ 40.00	WW/POSTAGE DEPOSIT FOR REMINDER BILLS 10/11/08
ACCURATE MAILING SERVICE	48483	10/21/2008	1	\$ 0.32	WD/POSTG BAL DUE ON MAILING REMINDER NOTICES 10/15
ACCURATE MAILING SERVICE	48483	10/21/2008	2	\$ 0.32	WW/POSTG BAL DUE ON MAILING REMINDER NOTICES 10/15
ACCURATE MAILING SERVICE	48483	10/21/2008	3	\$ 11.76	WD/PROF MAILING SERVICES - REMINDER NOTICES 10/15
ACCURATE MAILING SERVICE	48483	10/21/2008	4	\$ 11.76	WW/PROF MAILING SERVICES -REMINDER NOTICES 10/15
				\$ 104.16	
ACWA-ASSN CAL WATER AGNCS	48502	10/22/2008	1	\$ 8,765.00	ADM/2009 AGENCY DUES 10/10/08
ADAMS, JAMES R.	48387	10/2/2008	1	\$ 45.00	WD/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
ADAMS, JAMES R.	48456	10/14/2008	1	\$ 267.93	WD/458 MILES IN AUGUST & SEPT. 2008
				\$ 312.93	
AERIS, INC	48467	10/21/2008	1	\$ 42.50	WW/ACETYLENE TANK RENTAL SEPTEMBER 2008
AGP VIDEO	48457	10/14/2008	1	\$ 943.75	ADM/VIDEO PROD/DIST. BOD MTG 8/21/08
AGP VIDEO	48520	10/30/2008	1	\$ 637.50	ADM/VIDEO PROD/DIST. BOD MEETING 9/25/08
				\$ 1,581.25	
AIR POLLUTION CNTRL DIST	48509	10/22/2008	1	\$ 330.00	WW/AUTH. TO CONSTRUCT STANDBY DIESEL ENG. 9/26/08
ALPHA FIRE & SECURITY	48458	10/14/2008	1	\$ 135.00	PM/VET'S HALL MONITORING ELEC. FIRE SYSTEM 11/1/08
AMERICAN WATER WORKS ASSN	48432	10/10/2008	1	\$ 95.00	RC/WATER CONSERVATION PRACTITIONER CERT. 10/10/08
AMI PIPE & SUPPLY	48459	10/14/2008	1	\$ 553.43	WW/STD 304SS PIPE,POLY CAMLOCK 5/21/08
AMI PIPE & SUPPLY	48459	10/14/2008	1	\$ 123.80	WW/4"x3" FLGD DI ECC RED 5/23/08
				\$ 677.23	
ARROWHEAD MOUNTAIN SPRING	48468	10/21/2008	1	\$ 70.44	WW/DRINKING WATER & RENTAL SEPTEMBER 2008
ASHLAND CHEMICALS	48460	10/14/2008	1	\$ 1,438.22	WW/200L PRAESTOL K279FLX 9/24/08
AT&T	48484	10/21/2008	1	\$ 746.14	WD/REPAIR WORK
AT&T	48503	10/22/2008	1	\$ 304.79	ADM/EXECUTIVE COMMITTEE CONFERENCE CALL 6/16/08
				\$ 1,050.93	
AT&T PAYMENT CENTER	48400	10/7/2008	1	\$ 291.28	WD/ALARM VAN GORDON RD-WELLFIELD SEPTEMBER 2008
AT&T PAYMENT CENTER	48469	10/21/2008	1	\$ 344.26	WD/SCADA SYS-WD CNXN VG CREEK 9/25 THRU 10/24/08
AT&T PAYMENT CENTER	48504	10/22/2008	1	\$ 274.88	ADM/T1 LINE INT. CNXN 9/17 THRU 10/16/08
AT&T PAYMENT CENTER	48504	10/22/2008	2	\$ 274.88	FD/T1 LINE INT. CNXN 9/17 THRU 10/16/08
AT&T PAYMENT CENTER	48504	10/22/2008	3	\$ 274.88	PM/T1 LINE INT. CNXN 9/17 THRU 10/16/08
AT&T PAYMENT CENTER	48504	10/22/2008	4	\$ 274.88	WD/T1 LINE INT. CNXN 9/17 THRU 10/16/08
AT&T PAYMENT CENTER	48504	10/22/2008	5	\$ 274.88	WW/T1 LINE INT. CNXN 9/17 THRU 10/16/08
AT&T PAYMENT CENTER	48504	10/22/2008	1	\$ 344.28	WD/T1 LINES TO CNCT FLD OFFICES TO SERVER 10/2008
AT&T PAYMENT CENTER	48504	10/22/2008	2	\$ 344.25	WW/T1 LINES TO CNCT FLD OFFICES TO SERVER 10/2008
AT&T PAYMENT CENTER	48504	10/22/2008	3	\$ 344.25	FD/T1 LINES TO CNCT FLD OFFICES TO SERVER 10/2008
AT&T PAYMENT CENTER	48504	10/22/2008	4	\$ 344.25	PM/T1 LINES TO CNCT FLD OFFICES TO SERVER 10/2008
AT&T PAYMENT CENTER	48510	10/22/2008	1	\$ 657.04	WW/CIRCUIT ALARM SYSTEM 10/7 THRU 11/6/08
AT&T PAYMENT CENTER	48513	10/24/2008	1	\$ 291.28	WD/ALARM VAN GORDON RD-WELLFIELD OCTOBER 2008
				\$ 4,335.29	
AT&T/MCI	48401	10/7/2008	1	\$ 15.68	WW/MONTHLY FAX CHARGES 7/01 THRU 8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 15.51	WD/TELEMETRY SYS. MONTHLY CHARGES 8/25/08
AT&T/MCI	48401	10/7/2008	1	\$ 35.20	ADM/TRANS TROLLEY PM FRWRD TO SLO 7/1-8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 29.72	PM/VET'S HALL ALARM 7/01 THRU 8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 15.51	ADM/RADIO VAULT 7/01 THRU 8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 15.66	WD/BLDG PUMP LMRT TANK 7/01 THRU 8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 15.83	ADM/FAX MONTHLY CHARGES 7/01 THRU 8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 70.25	WD/FAX & USA MONTHLY CHARGES 7/01 THRU 8/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 156.69	FD/MAIN OFFICE MONTHLY CHARGES 7/26 THRU 8/25/08
AT&T/MCI	48401	10/7/2008	1	\$ 118.68	WW/MAIN OFFICE MONTHLY CHARGES 8/01 THRU 9/24/08
AT&T/MCI	48401	10/7/2008	1	\$ 174.01	FD/T1 SCADA LINES CNCTG FW/WD/WW AUG. 2008
AT&T/MCI	48401	10/7/2008	2	\$ 174.01	WD/T1 SCADA LINES CNCTG FW/WD/WW AUG. 2008
AT&T/MCI	48401	10/7/2008	3	\$ 174.00	WW/T1 SCADA LINES CNCTG FW/WD/WW AUG. 2008
AT&T/MCI	48511	10/22/2008	1	\$ 15.66	WW/MONTHLY FAX CHARGES 8/25 THRU 9/25/08
AT&T/MCI	48511	10/22/2008	1	\$ 35.20	ADM/TRANS TROLLEY PM FRWRD TO SLO 8/25 TO 9/25/08
AT&T/MCI	48511	10/22/2008	1	\$ 15.51	ADM/RADIO VAULT 8/25 THRU 9/25/08
AT&T/MCI	48511	10/22/2008	1	\$ 16.70	ADM/FAX MONTHLY CHARGES 8/25 THRU 9/25/08
AT&T/MCI	48511	10/22/2008	1	\$ 329.73	ADM/MAIN OFFICE MONTHLY CHARGES 8/26 THRU 9/25/08
AT&T/MCI	48511	10/22/2008	1	\$ 119.49	WW/MAIN OFFICE MONTHLY CHARGES 9/1 THRU 10/24/08
AT&T/MCI	48514	10/24/2008	1	\$ 15.51	WD/TELEMETRY SYS. MONTHLY CHARGES SEPTEMBER 2008

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
AT&T/MCI	48514	10/24/2008	1	\$ 29.72	PM/VET'S HALL ALARM 8/25 THRU 9/25/08
AT&T/MCI	48514	10/24/2008	1	\$ 15.51	WD/BLDG PUMP LMRT TANK 8/25 THRU 9/25/08
AT&T/MCI	48514	10/24/2008	1	\$ 72.45	WD/FAX MONTHLY CHARGES 8/25 TO 9/25/08
AT&T/MCI	48521	10/30/2008	1	\$ 157.77	FD/MAIN OFFICE MONTHLY CHARGES 8/26 - 9/25/08
AT&T/MCI	48521	10/30/2008	1	\$ 174.00	FD/T1 LINES CNCTG FD/WD/WW SEPTEMBER 2008
AT&T/MCI	48521	10/30/2008	2	\$ 174.01	WD/T1 LINES CNCTG FD/WD/WW SEPTEMBER 2008
AT&T/MCI	48521	10/30/2008	3	\$ 174.01	WW/T1 LINES CNCTG FD/WD/WW SEPTEMBER 2008
				\$ 2,356.02	
AVAYA	48402	10/7/2008	1	\$ 105.96	FD/PHONE & VOICEMAIL MAINT. 7/17 THRU 9/16/08
BADGER METER INC.	48515	10/24/2008	1	\$ 5,279.16	WD/24 1" METERS 10/13/08
BATTERY SYSTEMS, INC.	48433	10/10/2008	1	\$ 1,501.54	WW/BATTERY FOR THINK ELECTRIC VEHICLE 10/1/08
BITTO, JOHN STEVEN	48471	10/21/2008	1	\$ 54.67	FD/REIMB. CARPET CLEAN RENTAL 10/4/08
BJ&J CONSTRUCTION COMPANY	48505	10/22/2008	1	\$ 18,269.00	WW/CUT, PATCH & PAVE NEW ROAD BY TANKS 10/16/08
BOBBITT, JOANNA	48408	10/7/2008	1	\$ 75.70	MQ REFUND FOR CUSTOMER # BOB0002
BODE, BRYAN	48388	10/2/2008	1	\$ 45.00	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
BORAH'S AWARDS	48472	10/21/2008	1	\$ 47.86	FD/ID TAGS 10/8/08
BOYLE ENGINEERING CORP	48512	10/22/2008	1	\$ 1,004.40	WW/ENGRG SRVCES WW TRTMT PONDS 9/6 TO 10/3/08
BRENNTAG PACIFIC, INC.	48403	10/7/2008	1	\$ 775.35	WD/CHEMICALS 6/4/08
BRENNTAG PACIFIC, INC.	48473	10/21/2008	1	\$ 774.56	WD/CHEMICALS 9/23/08
BRENNTAG PACIFIC, INC.	48473	10/21/2008	1	\$ 387.71	WD/CHEMICALS 10/7/08
BRENNTAG PACIFIC, INC.	48473	10/21/2008	1	\$ 628.42	WW/CHEMICALS 10/7/08
BRENNTAG PACIFIC, INC.	48473	10/21/2008	1	\$ 396.30	WD/CHEMICALS 10/7/08
BRENNTAG PACIFIC, INC.	48522	10/30/2008	1	\$ 456.48	WD/CHEMICALS 10/22/08
				\$ 3,418.82	
BURTON'S FIRE, INC.	48523	10/30/2008	1	\$ 68.34	FD/GAUGE VOLTMETER 10/15/08
BURTON'S FIRE, INC.	48523	10/30/2008	1	\$ 537.98	FD/REPAIR FOAM TANK LEVEL SENDER 10/16/08
BURTON'S FIRE, INC.	48523	10/30/2008	1	\$ 298.10	FD/6 GAUGE 2.5 30x400 BOW 10/20/08
				\$ 904.42	
CAL URBN WTR CONS COUNCIL	48485	10/21/2008	1	\$ 350.00	RC/REG'N FEE-WATER CONSERVATION TRAIN C.RYAN 11/17
CAL WATER ENVIRONMNT ASSN	48474	10/21/2008	1	\$ 132.00	WW/D. BLACKBURN CWEA RENEWAL 11/2008 TO 11/2009
CAMBRIA AUTO PARTS	48461	10/14/2008	1	\$ 3.74	WW/MIRROR GLUE KIT 9/2/08
CAMBRIA AUTO PARTS	48461	10/14/2008	2	\$ 32.25	WW/FLOOR SWEEP,FLUID,HYDRAULIC SWIVELS,WIRE 9/2/08
CAMBRIA AUTO PARTS	48461	10/14/2008	3	\$ 57.87	WW/FILTERS 9/2/08
CAMBRIA AUTO PARTS	48461	10/14/2008	4	\$ 12.75	WW/TEST LIGHT 9/2/08
CAMBRIA AUTO PARTS	48461	10/14/2008	1	\$ 151.01	WW/OIL,FITTINGS, CONNECTIONS,HYD. HOSE 9/12/08
CAMBRIA AUTO PARTS	48461	10/14/2008	2	\$ 144.11	WW/3 PKGS SHOP RAGS & 30 RLS PAPER TOWELS 9/12/08
CAMBRIA AUTO PARTS	48461	10/14/2008	3	\$ 29.50	WW/25' GAS HOSE FOR GENERATOR 9/12/08
CAMBRIA AUTO PARTS	48461	10/14/2008	1	\$ 12.39	FD/4 CHAMPION PLUGS 9/23/08
CAMBRIA AUTO PARTS	48461	10/14/2008	1	\$ 35.52	WW/FITTINGS AND 18' GAS HOSE 9/22/08
CAMBRIA AUTO PARTS	48461	10/14/2008	1	\$ 84.94	FD/BELT TENSIONER 09/30/08
CAMBRIA AUTO PARTS	48470	10/21/2008	1	\$ 20.86	WD/DIESEL DRY (5) 9/3/08
CAMBRIA AUTO PARTS	48470	10/21/2008	2	\$ 112.71	WD/WASHER FLUID,FUEL ADD,OIL,FILTERS,SPRAY 9/3/08
CAMBRIA AUTO PARTS	48470	10/21/2008	1	\$ 48.64	WD/ANTI-FREEZE 9/4/08
CAMBRIA AUTO PARTS	48470	10/21/2008	2	\$ 11.70	WD/KD TOOL 9/4/08
CAMBRIA AUTO PARTS	48470	10/21/2008	3	\$ 211.42	WD/OIL FILTER,OIL,FUSES,BATTERY 9/4/08
CAMBRIA AUTO PARTS	48470	10/21/2008	1	\$ 129.90	FD/WATER PUMP AND BELT 10/2/08
CAMBRIA AUTO PARTS	48470	10/21/2008	1	\$ 23.35	FD/COOLANT ANTI-FREEZE, QUICK KOOL 10/3/08
				\$ 1,122.66	
CAMBRIA HARDWARE CENTER	48517	10/24/2008	1	\$ 57.94	WD/M&R WATER DIST. SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	2	\$ 41.91	WD/M&R WATER SR-4 SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	3	\$ 28.89	WD/M&R WATER WELLS SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	4	\$ 30.02	WD/M&R BUILDINGS SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	5	\$ 1.78	WD/M&R VEHICLES-N SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	6	\$ 18.40	WD/OPERATING SUPPLIES SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	1	\$ 382.50	WW/M&R WW TREATMENT SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	1	\$ 76.31	PM/M&R BUILDINGS SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	2	\$ 4.86	PM/M&R GROUNDS SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	3	\$ 49.66	PM/OPERATING SUPPLIES SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	1	\$ 57.88	FD/M&R BUILDINGS SEPTEMBER 2008
CAMBRIA HARDWARE CENTER	48517	10/24/2008	2	\$ 32.69	FD/M&R GROUNDS SEPTEMBER 2008

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
CAMBRIA HARDWARE CENTER	48517	10/24/2008	3	\$ 4.71	FD/SURF RESCUE SEPTEMBER 2008
				\$ 787.55	
CAMBRIA ROCK	48518	10/24/2008	1	\$ 212.36	WD/6 YDS FILL SAND 8/18/08
CAMBRIA ROCK	48518	10/24/2008	1	\$ 311.03	WD/10 YDS FILL SAND 9/29/08
				\$ 523.39	
CAMBRIA TIRE & AUTO	48466	10/14/2008	1	\$ 444.73	PM/TEST COOLING SYS,WATER PUMP,WIPER,SHPG 9/26/08
CAMBRIA TIRE & AUTO	48507	10/22/2008	1	\$ 111.25	WW/OIL & FILTER CHANGE LIC.#1148462 9/23/08
CAMBRIA TIRE & AUTO	48507	10/22/2008	1	\$ 725.08	WD/MOUNT & BALANCE 4 TIRES LIC#1031124 10/14/08
CAMBRIA TIRE & AUTO	48519	10/24/2008	1	\$ 71.20	WD/SMOG INSPECTION LIC.#E340701 10/21/08
CAMBRIA TIRE & AUTO	48526	10/30/2008	1	\$ 54.50	WW/SMOG FOR CHEVY 1500 LIC#E267236 10/17/08
CAMBRIA TIRE & AUTO	48526	10/30/2008	1	\$ 44.50	WW/SMOG FOR F150 LIC#E019991 10/17/08
CAMBRIA TIRE & AUTO	48526	10/30/2008	1	\$ 71.20	WW/SMOG FOR 1989 VAN LIC#E264557 10/20/08
				\$ 1,522.46	
CAMBRIA VILLAGE PHARMACY	48477	10/21/2008	1	\$ 21.60	ADM/UTILITY BILL COLLECTION SEPTEMBER 2008
CAMBRIA VILLAGE SQUARE	48398	10/2/2008	1	\$ 4,242.84	ADM/MONTHLY OFFICE LEASE PYMT 1316 TAMSON OCT '08
CAMBRIA VILLAGE SQUARE	48407	10/7/2008	1	\$ 532.27	ADM/COMMON AREA MAINTENANCE JULY/AUGUST 2008
				\$ 4,775.11	
CELLULAR ONE	48404	10/7/2008	1	\$ 52.71	FD/CELLULAR PHONE SERVICE 8/9 TO 9/8/08
CELLULAR ONE	48404	10/7/2008	2	\$ 12.27	FD/CELLULAR PHONE SERVICE 8/9 TO 9/8/08
CELLULAR ONE	48404	10/7/2008	3	\$ 19.65	WD/CELLULAR PHONE SERVICE 8/9 TO 9/8/08
CELLULAR ONE	48404	10/7/2008	4	\$ 19.45	WD/CELLULAR PHONE SERVICE 8/9 TO 9/8/08
CELLULAR ONE	48404	10/7/2008	5	\$ 19.45	WW/CELLULAR PHONE SERVICE 8/9 TO 9/8/08
CELLULAR ONE	48404	10/7/2008	6	\$ 36.93	PM/CELLULAR PHONE SERVICE 8/9 TO 9/8/08
CELLULAR ONE	48524	10/30/2008	1	\$ 52.11	FD/CELLULAR PHONE SERVICE B. PUTNEY SEPT. 2008
CELLULAR ONE	48524	10/30/2008	2	\$ 15.29	FD/CELLULAR PHONE SEPTEMBER 2008
CELLULAR ONE	48524	10/30/2008	3	\$ 19.96	WD/CELLULAR PHONE SEPTEMBER 2008
CELLULAR ONE	48524	10/30/2008	4	\$ 19.45	WD/CELLULAR PHONE PK TANK SEPTEMBER 2008
CELLULAR ONE	48524	10/30/2008	5	\$ 19.45	WW/CELLULAR PHONE SEPTEMBER 2008
CELLULAR ONE	48524	10/30/2008	6	\$ 36.93	PM/CELLULAR PHONE SEPTEMBER 2008
				\$ 323.65	
CHALDECOTT, PETER	48462	10/14/2008	1	\$ 40.00	WD/REIMB. MEALS 9/18 & 9/19/08
CHALDECOTT, PETER	48462	10/14/2008	2	\$ 257.60	WD/REIMB. MILEAGE 9/18 & 9/19/08
				\$ 297.60	
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	1	\$ 20.21	ADM/RICOH FUSER OIL KIT 9/2/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	2	\$ 20.21	WD/RICOH FUSER OIL KIT 9/2/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	3	\$ 20.21	WW/RICOH FUSER OIL KIT 9/2/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	1	\$ 82.77	ADM/RICHO MAGENTA TONER 9/10/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	2	\$ 82.77	WD/RICHO MAGENTA TONER 9/10/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	3	\$ 82.77	WW/RICHO MAGENTA TONER 9/10/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	1	\$ 82.77	ADM/RICOH CYAN TONER 9/11/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	2	\$ 82.77	WD/RICOH CYAN TONER 9/11/08
CHAPARRAL BUSINESS MACHIN	48405	10/7/2008	3	\$ 82.77	WW/RICOH CYAN TONER 9/11/08
				\$ 557.25	
CHASE, PATRICIA ANNE	48463	10/14/2008	1	\$ 150.00	RC/WATER FIXTURE REBATE 10/6/08
COLLINGS & ASSOCIATES	48464	10/14/2008	1	\$ 250.00	FD/RESD. SPRKLR RVW 316 ORLANDO RD. 8/21/08
COLLINGS & ASSOCIATES	48464	10/14/2008	1	\$ 250.00	FD/RESID. SPRKLR REVW. 6415 KATHERINE 9/4/08
COLLINGS & ASSOCIATES	48464	10/14/2008	1	\$ 325.00	FD/FIRE ALARM SYSTEM RVW PRSB. CHURCH 9/5/08
COLLINGS & ASSOCIATES	48464	10/14/2008	1	\$ 500.00	FD/FIRE SPRKLR RVW 607 WARREN & 673 ASHBY 9/17/08
				\$ 1,325.00	
CORBIN WILLITS SYSTEMS	48395	10/2/2008	1	\$ 65.00	ADM/BILLABLE COMPUTER SUPPORT-CHECK PRINTING 7/18
CORBIN WILLITS SYSTEMS	48395	10/2/2008	1	\$ 1,174.12	ADM/MONTHLY SUPPORT AGREEMT - MOM SOFTWARE OCT '08
				\$ 1,239.12	
CREEK ENVIRONMENTAL LAB.	48406	10/7/2008	1	\$ 266.00	WD/COLIFORM LAB TESTS AUGUST 2008
CREEK ENVIRONMENTAL LAB.	48516	10/24/2008	1	\$ 224.00	WD/COLIFORM LAB TESTS SEPTEMBER 2008
				\$ 490.00	
CULLIGAN-KITZMAN WATER	48436	10/14/2008	1	\$ 37.00	FD/28-DAY WATER SOFTENER SERVICE SEPT.08
CYBERNET CONSULTING INC.	48535	10/30/2008	1	\$ 82.45	WD/REIMB FOR REPAIRS TO SCADA EQUIPMT 06/30/08
CYBERNET CONSULTING INC.	48535	10/30/2008	2	\$ 82.46	WW/REIMB FOR REPAIRS TO SCADA EQUIPMT 06/30/08
				\$ 164.91	
D.LAFFERTY HEATING	48506	10/22/2008	1	\$ 440.00	WW/FABRICATE & INSTALL GENERATOR SHROUD 10/15/08

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
DAVIDSON ASSOCIATES	48396	10/2/2008	1	\$ 5,304.00	ADM/MONTHLY RETAINER/DEPOSIT OCT '08 SERVICES
DECASTRO, FLOR DE MARIA	48409	10/7/2008	1	\$ 9.19	MQ REFUND FOR CUSTOMER # DEC0005
DELTA LIQUID ENERGY	48475	10/21/2008	1	\$ 65.00	WD/SERVICE AGREEMENT PROPANE TANK 7/2008-7/2009
DUFFIELD, PAMELA	48525	10/30/2008	1	\$ 11.70	ADM/REIMB. FOR DELIVERY OF UTILITY BILLS 9/11/08
DUFFIELD, PAMELA	48525	10/30/2008	1	\$ 27.14	ADM/SUPV. SKILLS TRNING IN ARROYO GRANDE 10/22/08
				\$ 38.84	
EFLEXGROUP.COM, INC.	48437	10/14/2008	1	\$ 210.00	ADM/HRA MONTHLY & EFLEX CARD OCTOBER 2008
EFLEXGROUP.COM, INC.	48492	10/21/2008	1	\$ 50.00	ADM/COBRA MONTHLY ADMIN FEES SEPTEMBER 2008
				\$ 260.00	
FARM PLAN	48438	10/14/2008	1	\$ 625.54	PM/REPLACED STARTER 6/13/08
FARM PLAN	48438	10/14/2008	1	\$ (25.00)	PM/CUSTOMER PURCHASE INCENTIVE 7/2/08
FARM PLAN	48455	10/14/2008	1	\$ 599.01	WW/ANNUAL VACTOR MAINTENANCE 9/5/08
				\$ 1,199.55	
FARRY-MENKE, JANICE	48410	10/7/2008	1	\$ 9.11	MQ REFUND FOR CUSTOMER # FAR0011
FEDEX	48493	10/21/2008	1	\$ 24.21	ADM/SHIPPING CHARGES SEPTEMBER 2008
FEDEX FREIGHT WEST INC	48439	10/14/2008	1	\$ 72.12	WW/HARDWARE SHIPPED FROM MCMASTERCARR 9/17/08
FERGUSON ENT., INC #632	48440	10/14/2008	1	\$ 900.90	WD/STD HIGH RECT HDPE PIPE #200 9/23/08
FERGUSON ENT., INC #632	48440	10/14/2008	1	\$ 100.13	PM/SGL METERING LAV FCT CP 9/26/08
FERGUSON ENT., INC #632	48527	10/30/2008	1	\$ 1,723.02	WD/MTR COUP,MIP COUP,6X1 IP DBL,CTS COMP 10/22/08
				\$ 2,724.05	
FGL ENVIRONMENTAL	48494	10/21/2008	1	\$ 549.00	WD/ORGANIC ANALYSIS 9/9/08
FGL ENVIRONMENTAL	48494	10/21/2008	1	\$ 128.00	WW/INORGANIC & ORGANIC LAB ANALYSIS 9/9/08
FGL ENVIRONMENTAL	48528	10/30/2008	1	\$ 486.00	WW/INORGANIC AND ORGANIC LAB ANALYSIS 9/9/08
FGL ENVIRONMENTAL	48528	10/30/2008	1	\$ 128.00	WW/INORGANIC LAB ANALYSIS 10/8/08
				\$ 1,291.00	
FIRST AMERICAN TITLE CO	48441	10/14/2008	1	\$ 171.00	RC/MERGER FEES FALLBROOK 10/1/08
FIRST AMERICAN TITLE CO	48495	10/21/2008	1	\$ 185.00	RC/MERGER FEES HODGE 10/10/08
FIRST AMERICAN TITLE CO	48495	10/21/2008	1	\$ 171.00	RC/MERGER FEES PROCHAZKA 10/10/08
				\$ 527.00	
FIRST BANKCARD	48399	10/6/2008	1	\$ -	ADM/P.CHALDECOTT VISA CHARGES AUGUST 08
FIRST BANKCARD	48399	10/6/2008	2	\$ 50.00	ADM/REGISTRATION ACWA 9/18-9/19/08 HALF MOON BAY
FIRST BANKCARD	48399	10/6/2008	1	\$ -	FD/B. PUTNEY VISA CHARGES AUGUST 08
FIRST BANKCARD	48399	10/6/2008	2	\$ 8.61	FD/LUNCH MEETING IN SLO AUGUST 08
FIRST BANKCARD	48399	10/6/2008	1	\$ -	ADM/K.CHOATE VISA CHARGES AUGUST 08
FIRST BANKCARD	48399	10/6/2008	2	\$ 11.32	ADM/BOARD MEETING SUPPLIES AUGUST 08
FIRST BANKCARD	48399	10/6/2008	3	\$ 22.50	WD/FILE MOTION W/SUP CT AUGUST 08
FIRST BANKCARD	48399	10/6/2008	4	\$ 22.50	WW/FILE MOTION W/SUP COURT AUGUST 08
FIRST BANKCARD	48399	10/6/2008	1	\$ -	ADM/J.COBIN VISA CHARGES AUGUST 08
FIRST BANKCARD	48399	10/6/2008	2	\$ 50.00	ADM/REGISTRATION ACWA 9/18-9/19/08 HALF MOON BAY
FIRST BANKCARD	48399	10/6/2008	1	\$ -	ADM/LUNCH MTG WMP EIR AUGUST 08
FIRST BANKCARD	48399	10/6/2008	2	\$ 15.90	ADM/LUNCH MEETING WMP EIR AUGUST 08
FIRST BANKCARD	48399	10/6/2008	3	\$ 29.95	ADM/SOFTWARE REGISTRATION WINZIP AUGUST 08
FIRST BANKCARD	48399	10/6/2008	4	\$ 26.82	ADM/LUNCH MEETING PROP 218 VALID TEAM AUGUST 08
FIRST BANKCARD	48399	10/6/2008	5	\$ 26.83	WW/LUNCH MEETING PROP 218 VALID TEAM AUGUST 08
FIRST BANKCARD	48399	10/6/2008	1	\$ -	ADM/T. RUDOCK VISA CHARGES AUGUST 2008
FIRST BANKCARD	48399	10/6/2008	2	\$ 32.31	ADM/LAPTOP CASE AUGUST 2008
FIRST BANKCARD	48399	10/6/2008	3	\$ 4.05	ADM/H. R. MEETING AUGUST 2008
FIRST BANKCARD	48399	10/6/2008	4	\$ 410.00	ADM/REG. FOR CSDA SYMPOSIUM 9/22/08
FIRST BANKCARD	48399	10/6/2008	5	\$ 23.86	ADM/OFFICE SUPPLIES AUGUST 08
FIRST BANKCARD	48399	10/6/2008	6	\$ 22.50	WD/FILE MOTION W/SUP COURT AUGUST 08
FIRST BANKCARD	48399	10/6/2008	7	\$ 22.50	WW/FILE MOTION W/SUP COURT AUGUST 08
FIRST BANKCARD	48399	10/6/2008	8	\$ (125.00)	ADM/CSDA CREDIT FOR CANCEL TRG CLASS AUGUST 2008
FIRST BANKCARD	48534	10/30/2008	1	\$ -	ADM/P.CHALDECOTT VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 169.25	ADM/ROOM CHARGES ACWA CONFERENCE 9/18-9/19/08
FIRST BANKCARD	48534	10/30/2008	1	\$ -	FD/R.PUTNEY VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 325.00	FD/TRAINING SYMPOSIUM SEPTEMBER 2008
FIRST BANKCARD	48534	10/30/2008	3	\$ 12.90	FD/VELCRO ADHESIVE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	4	\$ 43.06	FD/BLUNT TIP RESERVE KNIFE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	5	\$ 103.22	FD/TRANSMISSION SERVICE 5700 VEHICLE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	6	\$ 48.06	FD/PATCHES FOR UNIFORM SAND JACKET SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	7	\$ 238.60	FD/FLASHLIGHTS AND TRAFFIC WANDS SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	1	\$ -	ADM/K.CHOATE VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 29.47	ADM/MEETING W/MM,AM BERGE CASE SEPTEMBER 08

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
FIRST BANKCARD	48534	10/30/2008	3	\$ 8.50	ADM/BOARD MEETING SUPPLIES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	4	\$ 16.60	ADM/BOARD MEETING SUPPLIES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	5	\$ 17.50	ADM/BOARD MEETING SUPPLIES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	1	\$ -	ADM/B.BODE VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 264.33	ADM/COMPUTER MONITOR WW DEPT. SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	3	\$ 64.62	ADM/USB HUB AND CABLE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	4	\$ 107.74	ADM/WIRELESS HEADSET SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	1	\$ -	ADM/J.COBIN VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 169.25	ADM/ROOM CHARGES ACWA CONFERENCE 9/18-9/19/08
FIRST BANKCARD	48534	10/30/2008	1	\$ -	WD/B.GRESENS VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 38.79	WD/B.GRESENS VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	1	\$ -	ADM/T.RUDOCK VISA CHARGES SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	2	\$ 21.71	ADM/MEALS ACWA CONFERENCE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	3	\$ 169.25	ADM/ROOM CHARGE ACWA CONFERENCE 9/18-9/19/08
FIRST BANKCARD	48534	10/30/2008	4	\$ 56.59	ADM/MEETING-AGENDA PREP SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	5	\$ 494.33	ADM/CSDA CONFERENCE IRVINE CA 9/23-9/25/08
FIRST BANKCARD	48534	10/30/2008	6	\$ 9.99	ADM/T-MOBILE HOT SPOT CHARGE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	7	\$ 9.99	ADM/T-MOBILE HOT SPOT CHARGE SEPTEMBER 08
FIRST BANKCARD	48534	10/30/2008	8	\$ 21.72	ADM/MEALS ACWA CONFERENCE SEPTEMBER 08
				\$ 3,095.12	
FLAVIA	48465	10/14/2008	1	\$ 133.03	ADM/DE-SCALE KITS,FILTERS,COFFEE 10/1/08
FRIEDMAN, LISA	48529	10/30/2008	1	\$ 150.00	RC/FIXTURE REBATE PROGRAM-CLOTHES WASHER
FUGRO WEST, INC.	48434	10/14/2008	1	\$ 158.33	WD/PROF SVCS-FIELD EXPLORATION ACTIVITIES AUG '08
GALLAGHER, MICHAEL S.	48442	10/14/2008	1	\$ 126.77	FD/FOOD CARD NATIONAL FIRE ACADEMY 9/6-9/13/08
GREAT WESTERN ALARM & GREAT WESTERN ALARM &	48444	10/14/2008	1	\$ 539.15	ADM/MONTHLY ANSWERING SERVICE 8/22-9/23/08
	48530	10/30/2008	1	\$ 458.65	ADM/MONTHLY ANSWERING SERVICE 9/23-10/23/08
				\$ 997.80	
GRESENS, ROBERT C.	48389	10/2/2008	1	\$ 45.00	WD/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
HARTMAN, PAMELA	48496	10/21/2008	1	\$ 150.00	RC/FIXTURE REBATE PROGRAM-CLOTHES WASHER 10/10/08
INDEPENDENT ELECTRIC SUPP	48445	10/14/2008	1	\$ 59.88	PM/CHANDELIER SWITCHES VETS HALL 10/2/08
INNOVATIVE CONCEPTS	48446	10/14/2008	1	\$ 25.00	FD/TECH SUPPORT 9/11/08
INNOVATIVE CONCEPTS	48446	10/14/2008	1	\$ 25.00	FD/TECH SUPPORT 9/16/08
INNOVATIVE CONCEPTS	48446	10/14/2008	1	\$ 195.00	ADM/1-MNTH SRVXCHNG,12-MNTH DNS,3-MONTH DLUP 10/08
INNOVATIVE CONCEPTS	48500	10/21/2008	1	\$ 3,091.92	FD/LAPTOP, PC, UPGRADE SOFTWARE-8/13/08
INNOVATIVE CONCEPTS	48500	10/21/2008	2	\$ 2,707.87	ADM/LAPTOP, UPGRADE SOFTWARE, REPLACE MONITOR-8/13/08
INNOVATIVE CONCEPTS	48500	10/21/2008	1	\$ 300.00	FD/TECH SUPPORT UPGRADES 8/21/08
INNOVATIVE CONCEPTS	48500	10/21/2008	2	\$ 150.00	ADM/TECH SUPPORT UPGRADES 8/21/08
INNOVATIVE CONCEPTS	48500	10/21/2008	1	\$ 140.00	FD/TECH SUPPORT AND UPGRADES 9/23/08
INNOVATIVE CONCEPTS	48500	10/21/2008	2	\$ 280.00	ADM/TECH SUPPORT AND UPGRADES 9/23/08
INNOVATIVE CONCEPTS	48500	10/21/2008	3	\$ 280.00	WD/TECH SUPPORT AND UPGRADES 9/23/08
INNOVATIVE CONCEPTS	48500	10/21/2008	1	\$ 839.30	FD/RECURRING 1-MONTH BRDBAND 10/1/08
INNOVATIVE CONCEPTS	48500	10/21/2008	2	\$ 839.30	ADM/RECURRING 1-MONTH BRDBAND 10/1/08
INNOVATIVE CONCEPTS	48500	10/21/2008	3	\$ 839.30	PM/RECURRING 1-MONTH BRDBAND 10/1/08
INNOVATIVE CONCEPTS	48500	10/21/2008	4	\$ 839.30	WD/RECURRING 1-MONTH BRDBAND 10/1/08
INNOVATIVE CONCEPTS	48500	10/21/2008	5	\$ 839.30	WW/RECURRING 1-MONTH BRDBAND 10/1/08
INNOVATIVE CONCEPTS	48500	10/21/2008	1	\$ 359.38	ADM/TECH SUPPORT 10/9/08
INNOVATIVE CONCEPTS	48500	10/21/2008	2	\$ 215.62	WD/TECH SUPPORT 10/9/08
INNOVATIVE CONCEPTS	48531	10/30/2008	1	\$ 200.00	ADM/TECH SUPPORT CIS 10/17/08
INNOVATIVE CONCEPTS	48531	10/30/2008	1	\$ 100.00	ADM/TECH SUPPORT CIS 10/17/08
				\$ 12,266.29	
J B DEWAR	48447	10/14/2008	1	\$ 4,093.31	WW/DIESEL FUEL 9/25/08
J B DEWAR	48447	10/14/2008	1	\$ 413.13	WD/GASOLINE 9/25/08
J B DEWAR	48447	10/14/2008	1	\$ 2,238.79	FD/GASOLINE & DIESEL FUEL 9/25/08
J B DEWAR	48497	10/21/2008	1	\$ 1,517.73	WW/DIESEL FUEL 10/8/08
J B DEWAR	48497	10/21/2008	1	\$ 1,802.30	WW/ DIESEL FUEL 10/13/08
J B DEWAR	48497	10/21/2008	1	\$ 1,713.46	WD/GASOLINE & DIESEL FUEL 10/13/08
J B DEWAR	48532	10/30/2008	1	\$ 1,400.35	FD/GASOLINE & DIESEL FUEL 10/13/08
J B DEWAR	48532	10/30/2008	1	\$ 908.64	WW/DIESEL FUEL 10/22/08
				\$ 14,087.71	
JOHN WRIGHT CONSTRUCTION	48448	10/14/2008	1	\$ 510.00	WW/INSTALL EXHAUST PIPE 9/30/08
JOHN WRIGHT CONSTRUCTION	48448	10/14/2008	1	\$ 154.44	WW/MUFFLER ELBOWS & PIPE 10/5/08
				\$ 664.44	
JOHNSTON, MAURA	48411	10/7/2008	1	\$ 80.00	MQ REFUND FOR CUSTOMER # JOH0044

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
KEY TERMITE AND PEST CTRL	48449	10/14/2008	1	\$ 165.00	FD/SPRAY EXTERIOR OF FD FOR ANTS 9/22/08
KUYKENDALL, MICHAEL	48390	10/2/2008	1	\$ 45.00	WW/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
LAHR ELECTRIC MOTORS	48450	10/14/2008	1	\$ 1,087.73	WW/FAN COVERS FRO INFLUENT MOTORS 10/2/08
LEE, JERRY	48498	10/21/2008	1	\$ 150.00	RC/FIXTURE REBATE PROGRAM-CLOTHES WASHER 10/17/08
LIGHTHOUSE LITHO	48533	10/30/2008	1	\$ 211.28	ADM/LEAVE OF ABSENCE/OT REQUEST FORMS 10/23/08
MCMASTER-CARR SUPPLY CO	48451	10/14/2008	1	\$ 10.42	WW/MISC. NYLON PIPE FITTING 9/22/08
MCMASTER-CARR SUPPLY CO	48451	10/14/2008	1	\$ 18.15	WW/NYLON TUBE FITTING 9/23/08
MCMASTER-CARR SUPPLY CO	48451	10/14/2008	1	\$ 33.26	WW/HOSE COUPLING 9/29/08
MCMASTER-CARR SUPPLY CO	48451	10/14/2008	1	\$ 138.78	WW/CUTOUT METAL SWITCH 5/13/08
MCMASTER-CARR SUPPLY CO	48451	10/14/2008	1	\$ 130.85	WW/TIME DELAY FUSES 8/7/08
				\$ 331.46	
MENDOZA, CARLOS	48391	10/2/2008	1	\$ 22.50	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
MENDOZA, CARLOS	48391	10/2/2008	2	\$ 22.50	PM/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
				\$ 45.00	
MILLER, MARK	48392	10/2/2008	1	\$ 45.00	FD/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
MILLER, MARK	48452	10/14/2008	1	\$ 241.43	FD/MILEAGE REIMBURSEMENT-SEPTEMBER 2008
				\$ 286.43	
MINER'S ACE HARDWARE	48453	10/14/2008	1	\$ 82.35	PM/FIRST AID KIT,VROUS SUPPLIES VETS HALL 9/18/08
MISSION LINEN SUPPLY	48454	10/14/2008	1	\$ 631.66	WW/LINEN SERVICE & UNIFORM CLEANING SEPT. 08
MISSION LINEN SUPPLY	48454	10/14/2008	1	\$ 96.68	PM/LINEN SERVICE & UNIFORM CLEANING JULY-SEPT08
MISSION LINEN SUPPLY	48454	10/14/2008	2	\$ 776.06	WD/LINEN SERVICE & UNIFORM CLEANING JULY-SEPT08
				\$ 1,504.40	
MONTANDON, ARTHUR R.	48397	10/2/2008	1	\$ 8,250.00	ADM/MONTHLY RETAINER/DEPOSIT LEGAL SVCS OCT '08
MYREN, RICHARD A	48412	10/7/2008	1	\$ 17.07	MQ REFUND FOR CUSTOMER # MYR0001
NFPA	48478	10/21/2008	1	\$ 539.42	FD/FIRE PREVENTION PUBLIC ED MATERIALS 10/9/08
NOBLE SAW, INC.	48479	10/21/2008	1	\$ 61.04	FD/MAINT & REPAIRS TO HONDA GENERATOR 10/7/08
NORTH COAST ENGINEERING	48435	10/14/2008	1	\$ 555.00	WD/ENGINEERING SVCS PINE KNOLLS TANKS 6/16-7/15
NORTH COAST TREE SERVICE	48536	10/30/2008	1	\$ 1,800.00	WD/REMOVE DEAD TREES-LEIMERT WATER TANK SITE 10/20
OTRMAN, DIANNE	48413	10/10/2008	1	\$ 80.00	ADM/REFUND DBL PYMT OF ANNUAL WAITLIST FEE 09/25
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 4.29	PM/ELEC SVC - 3195 RODEO GRNDS RD 07/30-08/27
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 4.44	PM/ELEC SVC - 3195 RODEO GRNDS RD 08/28 - 09/26
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 152.19	WW/ELEC SVC - 990 SS CRK RD-NON POT WATER TO 9/27
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 13.31	ADM/ELEC SVC - 1316 TAMSON SUITE 203 08/28-09/26
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 21.43	WD/ELEC SVC - 7806 VAN GORDON CRK RD 08/29 - 09/27
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 9.46	WD/ELEC SVC - 988 MANOR WAY PK TANKS 08/29-09/29
PACIFIC GAS & ELECTRIC	48414	10/10/2008	1	\$ 2,254.64	WD/ELEC SVC - 2820 SR CRK RD- HS WELL 08/29-09/29
PACIFIC GAS & ELECTRIC	48501	10/22/2008	1	\$ 921.13	FD/ELEC SVC 8/28 - 10/03/08
PACIFIC GAS & ELECTRIC	48501	10/22/2008	2	\$ 176.70	PM/ELEC SVC 8/28 - 10/03/08 VET'S HALL
PACIFIC GAS & ELECTRIC	48501	10/22/2008	3	\$ 49.99	PM/ELEC SVC 8/28 - 10/03/08 PUBLIC RESTROOMS
PACIFIC GAS & ELECTRIC	48501	10/22/2008	4	\$ 889.61	PM/ELEC SVC 8/28 - 10/03/08 STREET LIGHTS
PACIFIC GAS & ELECTRIC	48501	10/22/2008	5	\$ 524.69	ADM/ELEC SVC 8/28 - 10/03/08
PACIFIC GAS & ELECTRIC	48501	10/22/2008	6	\$ 5,856.68	WD/ELEC SVC 8/28 - 10/03/08
PACIFIC GAS & ELECTRIC	48501	10/22/2008	7	\$ 13,162.62	WW/ELEC SVC 8/28 - 10/03/08
				\$ 24,041.18	
PAINTED SKY STUDIOS	48420	10/10/2008	1	\$ 325.00	PR/PROF SOUND SVCS-CONCERT IN PARK - 9/28/08
PASO ROBLES FORD	48421	10/10/2008	1	\$ 2,504.66	WD/REPAIRS TO 1999 FORD F150 LIC E052240 9/18/08
PASO ROBLES FORD	48421	10/10/2008	2	\$ -	CONT. REPLACE HEATER CORE, REAR AXLE, RADIATOR,ETC
				\$ 2,504.66	
PITNEY BOWES PURCH POWER	48415	10/10/2008	1	\$ 1,000.00	ADM/POSTAGE DOWNLOADED TO METER ON 9/17/08
PITNEY BOWES PURCH POWER	48415	10/10/2008	2	\$ 27.22	ADM/FEE TO DOWNLOAD POSTGE & FIN CHARGE 9/17/08
				\$ 1,027.22	
QUILL CORP	48480	10/21/2008	1	\$ 74.95	ADM/CALENDARS, PAPER, RULED PADS 9/18
QUILL CORP	48480	10/21/2008	1	\$ 29.56	ADM/A THROUGH Z FILE SORTER GUIDES 09/25

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
QUILL CORP	48480	10/21/2008	1	\$ 38.59	ADM/REMANUFACTURED TONER CARTRIDGE FOR DELL 10/02
QUILL CORP	48480	10/21/2008	2	\$ 122.01	ADM/PAPER, DAILY PLANNER, LEGAL PADS, TAPE 10/02
QUILL CORP	48480	10/21/2008	1	\$ 24.11	ADM/POST-IT NOTE PADS 10/09/08
QUILL CORP	48537	10/30/2008	1	\$ 175.75	FD/CD ABLBUM, 9 FLASH DRIVES 10/08/08
QUILL CORP	48537	10/30/2008	2	\$ 31.81	FD/OFFICE CLEANING & DISINFECTING WIPES 10/08/08
QUILL CORP	48537	10/30/2008	1	\$ 57.80	FD/SPIRAL NOTEBOOKS, PARTITION FOLDERS 10/09/08
				\$ 554.58	
RDJ SPECIALTIES, INC.	48538	10/30/2008	1	\$ 174.86	FD/PUBLIC ED & OUTREACH - HALLOWEEN BAGS 10/03/08
RECOGNITION WORKS	48481	10/21/2008	1	\$ 151.06	FD/3 PLAQUES FOR WILDLAND TRAINING EXERCISE 5/12
RITTERBUSH REPAIR SERVICE	48539	10/30/2008	1	\$ 375.00	FD/MAINT & REPAIR TO P/U 5700, E-91, E-97 10/15/08
RUDOCK, TAMMY	48393	10/2/2008	1	\$ 45.00	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB OCT '08
RUDOCK, TAMMY	48422	10/10/2008	1	\$ 339.39	ADM/TRVL EXP REIMB CSDA CONF IRVINE 9/23-9/24
RUDOCK, TAMMY	48422	10/10/2008	1	\$ 87.16	ADM/MILEAGE REIMBURSEMENT SEPTEMBER 2008
RUDOCK, TAMMY	48486	10/21/2008	1	\$ 86.58	ADM/MILEAGE REIMBURSEMENT OCTOBER 2008
				\$ 558.13	
RYAN, COREEN	48487	10/21/2008	1	\$ 680.00	RC/MLEAGE, LODGING, MEALS - TRAINING - C. RYAN
RYAN, COREEN	48487	10/21/2008	2	\$ -	CONT. WATER CONSERVATN CERTIFICATN TRAINING 11/17
				\$ 680.00	
SAMPSON, RONALD /	48488	10/21/2008	1	\$ 150.00	RC/LOW FLOW WATER FIXTURE REBATE - WASHER 10/9/08
SANTA MARIA TIRE, INC.	48423	10/10/2008	1	\$ 317.75	FD/REPAIR TIRE ON ENGINE 5791 ON 9/7/08
SCHROEDER, BRETT/NANCY	48540	10/30/2008	1	\$ 135.00	WD/REIMB FOR PLUMBING REPAIRS-LEAKY METER 8/29/08
SELECT BUSINESS SYSTEMS	48424	10/10/2008	1	\$ 28.50	FD/BASE MONTHLY SVC AGRMT X3500 B & W 8/25-9/25
SELECT BUSINESS SYSTEMS	48424	10/10/2008	2	\$ 24.00	FD/BASE MONTHLY SVC AGRMT X3500 COLOR 8/25-9/25
SELECT BUSINESS SYSTEMS	48424	10/10/2008	3	\$ 244.32	FD/SVC AGRMT X3500 COLOR-3,054 OVER BASE 8/25-9/25
SELECT BUSINESS SYSTEMS	48424	10/10/2008	4	\$ 13.99	FD/MONTHLY SERVICE AGREEMENT X 3500 -TAX 8/25-9/25
				\$ 310.81	
SILVA, SHARLENE	48489	10/21/2008	1	\$ 150.00	RC/LOW FLOW WATER FIXTURE REBATE - TOILET 10/9/08
SLO CO FIRE / CAL FIRE	48426	10/10/2008	1	\$ 65.00	FD/REG'N FEE-INCIDENT COMMAND TRNG-S.WEBER NOV'08
SLO COUNTY	48425	10/10/2008	1	\$ 961.36	WD/CROSS CONNECTION INSPECTN & ADM COST 7/1-8/31
SLO COUNTY CLERK-RECORDER	48499	10/21/2008	1	\$ 33.00	ADM/LIEN RELEASES-10/20/08
SLO COUNTY NEWSPAPERS	48417	10/10/2008	1	\$ 487.99	WD/RATE INCREASE INFORMATNL AD-CAMBRIAN 7/3 & 7/10
SLO COUNTY NEWSPAPERS	48417	10/10/2008	2	\$ 487.98	WW/RATE INCREASE INFORMATNL AD-CAMBRIAN 7/3 & 7/10
				\$ 975.97	
SPORTNIKS	48427	10/10/2008	1	\$ 98.04	FD/18" STOP/SLOW PADDLE FOR CERT TRAILER 10/1/08
STATE OF CAL-DPT HLT SVCS	45543	10/30/2008	1	\$ 3,715.00	WW/M.KUYKENDALL ELAP LAB CERTIFICATION 2009
STATE OF CAL-DPT HLT SVCS	48428	10/10/2008	1	\$ 90.00	WD/D3 WATER DIST CERTIFICATE-R.REASON- AUGUST 2007
STATE OF CAL-DPT HLT SVCS	48490	10/21/2008	1	\$ 60.00	WD/CERT FOR PASSING WATER DIST II EXAM - J. SMITH
STATE OF CAL-DPT HLT SVCS	48490	10/21/2008	2	\$ -	CONT. 8/16/08
				\$ 3,865.00	
STATE OF CAL/DPT PUB HLTH	48429	10/10/2008	1	\$ 3,946.10	WD/AB 2995 WATER SYSTEM FEES - 7/1/07 - 6/30/08
SUSAN S. SWADENER, PhD RD	48418	10/10/2008	1	\$ 75.00	FD/NUTRITION ASSESSMT-8/28/08-FITNESS GRANT
THE DOCUTEAM	48476	10/21/2008	1	\$ 308.84	ADM/DOCUMENT STORAGE SEPTEMBER 2008
THE GAS COMPANY	48443	10/14/2008	1	\$ 123.26	PM/GAS SERVICE 1000 MAIN ST. 8/27-9/26/08
THE GAS COMPANY	48443	10/14/2008	1	\$ 82.12	FD/GAS SERVICE 2850 BURTON DR. 8/27-9/26/08
THE GAS COMPANY	48443	10/14/2008	1	\$ 4.99	ADM/GAS SERVICE TAMSEN SUITE 204 8/27-9/26/08
THE GAS COMPANY	48443	10/14/2008	1	\$ 25.40	FD/GAS SERVICE 5500 HEATH LN #B 8/28-9/29/08
THE GAS COMPANY	48443	10/14/2008	1	\$ 3.71	FD/GAS SERVICE 5490 HEATH LN 8/28-9/29/08
THE GAS COMPANY	48443	10/14/2008	1	\$ 41.51	WW/GAS SERVICE 5500 HEATH LN 8/28-9/29/08
THE GAS COMPANY	48443	10/14/2008	1	\$ 15.43	PM/GAS SERVICE 3195 BURTON DR. 8/27-9/26/08
				\$ 296.42	
TIETZ, CHRIS	48384	10/2/2008	1	\$ 30.17	MQ REFUND FOR CUSTOMER # TIE0006
TORLANO, EMILY	48416	10/10/2008	1	\$ 126.77	FD/MEAL TICKET-NTL FIRE ACADEMY IN MARYLAND 9/6-15

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
UNITED RENTALS NW, INC.	48430	10/10/2008	1	\$ 1,492.97	WW/FORKLIFT RENTAL BIOSOLIDS PROJECT 7/28-7/31
UNIVERSAL SILENCER	48431	10/10/2008	1	\$ 852.38	WW/AIR FILTERS FOR BLOWERS TREATMENT PLANT 9/24
UPTHEGROVE, CORTNEY/JUAN	48385	10/2/2008	1	\$ 27.60	MQ REFUND FOR CUSTOMER # UPT0002
US EXPRESS LEASING, INC.	48541	10/30/2008	1	\$ 289.15	FD/SHARP X350 COPIER LEASE AGREEMENT 10/07/08
USA BLUE BOOK	48482	10/21/2008	1	\$ 212.42	WW/CHLORINATOR TABLET FEEDER FOR NON-POT PUMP 10/2
USA BLUE BOOK	48482	10/21/2008	1	\$ 58.07	WD/OUTLET AND INLET FLANGES FOR GUZZLER 400 10/8
				\$ 270.49	
VENTURA PRINTING, INC.	48386	10/2/2008	1	\$ 1,133.06	WD/POSTAGE CONSUMER CONF. REPORTS 2007
VENTURA PRINTING, INC.	48491	10/21/2008	1	\$ 3,365.00	WD/PRINTING SVC-2007 WATER CONSUMER CONFIDENCE RPT
VENTURA PRINTING, INC.	48491	10/21/2008	1	\$ 640.00	WD/MAILING SERVICES - 2007 WATER CONSUMER CONF RPT
				\$ 5,138.06	
VERIZON WIRELESS	48542	10/30/2008	1	\$ 21.93	FD/CELL PHONE HARDWIRED TO RESCUE UNIT 9/8 - 10/7
WINSOR CONSTRUCTION, INC.	48419	10/10/2008	1	\$ 12,511.55	PM/REPAIR STORM DRAIN PIPE & PREP FOR POCKET PARK
WINSOR CONSTRUCTION, INC.	48419	10/10/2008	2	\$ -	CONT. AT OLD CCSD OFFICE - BRIDGE & CENTER AUG'08
				\$ 12,511.55	
Accounts Payable Vendor Sub-Total				\$ 187,961.42	
AFLAC (AMER FAM LIFE INS)	8655	10/3/2008	1	\$ 468.10	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	8655	10/3/2008	1	\$ 135.12	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	8702	10/17/2008	1	\$ 468.10	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	8702	10/17/2008	1	\$ 135.12	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	8769	10/31/2008	1	\$ 468.10	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	8769	10/31/2008	1	\$ 135.12	VOLUNTARY INS-PRETAX
				\$ 1,809.66	
CAMBRIA FIREFIGHTERS ASSO	8659	10/3/2008	1	\$ 148.70	RESERVE FIREFTR DUES
CAMBRIA FIREFIGHTERS ASSO	8773	10/31/2008	1	\$ 167.60	RESERVE FIREFTR DUES
				\$ 316.30	
EFLEXGROUP.COM, INC.	8658	10/3/2008	1	\$ 1,650.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8658	10/3/2008	2	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8658	10/3/2008	3	\$ 200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8658	10/3/2008	4	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8658	10/3/2008	5	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8705	10/17/2008	1	\$ 1,650.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8705	10/17/2008	2	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8705	10/17/2008	3	\$ 200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8705	10/17/2008	4	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8705	10/17/2008	5	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8772	10/31/2008	1	\$ 1,650.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8772	10/31/2008	2	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8772	10/31/2008	3	\$ 200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8772	10/31/2008	4	\$ 50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	8772	10/31/2008	5	\$ 50.00	MEDICAL REIMBURSEMNT
				\$ 6,000.00	
EMPLOYMENT DEVELOPMENT DP	8657	10/3/2008	1	\$ 3,960.72	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	8657	10/3/2008	1	\$ 741.26	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	8704	10/17/2008	1	\$ 3,450.16	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	8704	10/17/2008	1	\$ 557.88	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	8771	10/31/2008	1	\$ 3,889.88	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	8771	10/31/2008	1	\$ 687.12	STATE INCOME TAX
				\$ 13,287.02	
H.O.B.-DIRECT DEPOSIT	8660	10/3/2008	1	\$ 3,299.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	8660	10/3/2008	1	\$ 55,468.28	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	8706	10/17/2008	1	\$ 3,299.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	8706	10/17/2008	1	\$ 54,292.79	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	8774	10/31/2008	1	\$ 3,299.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	8774	10/31/2008	1	\$ 57,264.22	Direct Deposit Flat
				\$ 176,922.29	
H.O.B./FEDERAL TAXES	8661	10/3/2008	1	\$ 13,249.50	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8661	10/3/2008	1	\$ 12,394.88	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8661	10/3/2008	1	\$ 3,063.52	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8707	10/17/2008	1	\$ 11,506.32	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8707	10/17/2008	1	\$ 10,184.38	FEDERAL INCOME TAX

CAMBRIA COMMUNITY SERVICES DISTRICT EXPENDITURE REPORT
 Month Ending October 31, 2008

Vendor Name	Check #	Check Date	Line #	Line Amt	Line Description
H.O.B./FEDERAL TAXES	8707	10/17/2008	1	\$ 2,556.66	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8775	10/31/2008	1	\$ 13,158.30	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8775	10/31/2008	1	\$ 11,721.62	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	8775	10/31/2008	1	\$ 3034.28	FEDERAL INCOME TAX
				\$ 80,869.46	
ICMA-VNTGPT TRSFR AGT 401	8663	10/3/2008	1	\$ 100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 401	8709	10/17/2008	1	\$ 100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 401	8777	10/31/2008	1	\$ 100.00	401-INDIV CONTRIB
				\$ 300.00	
ICMA-VNTGPT TRSFR AGT 457	8662	10/3/2008	1	\$ 2,433.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8662	10/3/2008	1	\$ 950.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8662	10/3/2008	1	\$ 461.54	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8708	10/17/2008	1	\$ 2,313.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8708	10/17/2008	1	\$ 950.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8708	10/17/2008	1	\$ 461.54	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8776	10/31/2008	1	\$ 2,313.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8776	10/31/2008	1	\$ 950.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	8776	10/31/2008	1	\$ 461.54	457 DEF COMP-INDIV
				\$ 11,295.00	
PERS HEALTH BENEFIT SERV	8782	10/31/2008	1	\$ 29,450.58	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	2	\$ 0.02	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	3	\$ 90.64	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	4	\$ 2,301.94	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	5	\$ 1,098.97	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	6	\$ 6,939.57	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	7	\$ 3,054.70	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	8	\$ 1,668.59	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	9	\$ 50.59	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	8782	10/31/2008	1	\$ 1804.14	MEDICAL INSURANC-YER
				\$ 46,459.74	
PERS RETIREMENT SYSTEM	8664	10/3/2008	1	\$ (0.02)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	8664	10/3/2008	2	\$ 27,988.29	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	8710	10/17/2008	1	\$ (0.02)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	8710	10/17/2008	2	\$ 27,085.24	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	8778	10/31/2008	1	\$ (0.02)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	8778	10/31/2008	2	\$ 27,760.55	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	8778	10/31/2008	3	\$ 37.16	PERS PAYROLL REMITTANCE
				\$ 82,871.18	
PRINCIPAL LIFE INSUR COMP	8783	10/31/2008	1	\$ 2,865.34	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	8783	10/31/2008	2	\$ 0.06	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	8783	10/31/2008	1	\$ 134.14	DENTAL INSURANCE-YER
				\$ 2,999.54	
SEIU, LOCAL 620	8665	10/3/2008	1	\$ 380.23	UNION DUES
SEIU, LOCAL 620	8711	10/17/2008	1	\$ 382.09	UNION DUES
SEIU, LOCAL 620	8779	10/31/2008	1	\$ 383.98	UNION DUES
				\$ 1,146.30	
SLO CREDIT UNION	8656	10/3/2008	1	\$ 555.00	CREDIT UNION
SLO CREDIT UNION	8703	10/17/2008	1	\$ 555.00	CREDIT UNION
SLO CREDIT UNION	8770	10/31/2008	1	\$ 555.00	CREDIT UNION
				\$ 1,665.00	
STATE OF CAL -DISB. UNIT	8666	10/3/2008	1	\$ 129.23	DEDUCTION-MISC 1
STATE OF CAL -DISB. UNIT	8712	10/17/2008	1	\$ 129.23	DEDUCTION-MISC 1
STATE OF CAL -DISB. UNIT	8780	10/31/2008	1	\$ 129.23	DEDUCTION-MISC 1
				\$ 387.69	
THE VARIABLE ANNUITY LIFE	8667	10/3/2008	1	\$ 150.00	DEFERRED COMP -VALIC
THE VARIABLE ANNUITY LIFE	8713	10/17/2008	1	\$ 150.00	DEFERRED COMP -VALIC
THE VARIABLE ANNUITY LIFE	8781	10/31/2008	1	\$ 150.00	DEFERRED COMP -VALIC
				\$ 450.00	
Payroll Vendor Sub-Total				\$ 426,779.18	
Expenditures for Month Total				\$ 614,740.60	



ADDENDA TO MONTHLY EXPENDITURE REPORT

<i>DEPARTMENT CODES</i>	
FD	Fire Department
PM	Property Management
ADM	Administration
RC	Resource Conservation
WD	Water Department
WW	Wastewater Department
PR	Parks & Recreation

CAMBRIA COMMUNITY SERVICES DISTRICT
MINUTES OF THE REGULAR MEETING OF BOARD OF DIRECTORS
October 23, 2008 – VETERANS MEMORIAL BUILDING

- I. Call to Order:** President Cobin called the meeting to order at 12:31 p.m., led the pledge of allegiance and established a full quorum. District Counsel reported no action taken and one item on today's agenda for a full report.

Present: Directors Chaldecott, Clift, Funke-Bilu, Sanders and President Cobin.

Absent: General Manager Tammy Rudock

Also present: Assistant General Manager Bryan Bode, District Counsel Art Montandon, District Engineer Bob Gresens, Finance Manager Alleyne LaBossiere, Fire Chief Bob Putney, and District Clerk Kathy Choate

II. Agenda Review:

Agenda stands as presented.

III. Acknowledgements/Presentations

Postponed to November 17 regular meeting.

IV. Special Reports

- A. Sheriff's Department Report: Resident Deputy Todd Steeb reported no crime, including burglary and major thefts. Halloween reminder to be safe; sexual predators often target children. Currently five registered predators in the community. Rural coverage may be cut next year due to budget cuts.

V. Manager's and Board Reports

A. Manager's Report: Bryan Bode summarized and presented the Manager's report. Cori Ryan, Admin. Tech III provided a progress report on CCSD Water Conservation activities. Mark Miller presented a report on the CCSD Fire Hazard Fuel Reduction Program. Chief Putney provided an update on the Chalk Mountain Fire. Bob Gresens reported on the Army Corps of Engineers press release. Alleyne LaBossiere summarized the finance report.

B. Member and Committee Reports: Director Clift attended the Citizens Advisory Council on SLOCOG 2050 regarding sustainable living, workforce housing, corridors, etc. Cambria and Cayucos will most likely see no effect. Supervisor Bruce Gibson is appointee to 2nd District for SLOCOG 2050.

1. Executive Ad Hoc Committee: Met and discussed Notice of Completion on Pine Knolls Storage Tanks Replacement project. Smart Growth to be implemented into County planning. Local Area Plan already includes mixed use so community can walk to shopping. President Cobin attended NCAC meeting and volunteered to be liaison to NCAC meetings.

2. Utilities Ad Hoc Committee: Reported on cost savings of Biosolids Dewatering project, including water savings, and radio read meters vs. hand read.

3. Forest Committee: Director Funke-Bilu reported on October 22nd forest committee meeting and the need to educate community regarding implementation of Forest Management Plan. Requested that at regular monthly meeting discuss an element of the management plan to educate the public. Cambria could also assist to educate community.

Finance Committee: Director Clift inquired about implications of 12% rate increase and whether it will pay for needed capital projects. Director Sanders reported committee is reviewing the design and construction of Rodeo Grounds Pump Station and Stuart Street water storage tanks; those two projects will finish off curing water deficit.

VI. Consent Agenda

- A. Approve expenditures for month of September 2008
- B. Approve minutes of Board of Directors meeting, September 25, 2008
- C. Approve recommendation by the PROS (Parks, Recreation and Open Space) Commission pursuant to a request by the Friends of the Fiscalini Ranch Preserve (FFRP), and adopt resolution 34-2008 amending the East/West Ranch Management Plan. Assistant General Manager Bryan Bode read the consent agenda, items VI. B and C into the record. **Director Sanders motioned to approve the consent agenda as read, Director Cliff seconded the motion. Motion carried unanimously. Ayes- 5, Noes- 0, Absent-0.**

Ben Boer commented on Santa Rosa Creek trail and open permit to work in the creek to tie into Sheffield project. Re-vegetation plans will regenerate Monterey Pine forest.

Item VI.A. pulled as a separate item

Director Funke-Bilu thought Concerts in the Park were free to the ratepayer, referring to Davidson & Associates expense. Requested report on Concerts in the Park expense. **Director Funke-Bilu motioned to approve item VI.A of the consent agenda. Director Chaldecott seconded the motion. Motion carried unanimously. Ayes-5, Noes-0, Absent-0.**

Public Comment:

Jerry McKinnon, Cambria. WHGAOG – We Haven't Gone Away Obstructionist Group – page 6 of expenditure report, PG&E five payments from bottom. Concerned citizens do have an Accountability Committee and will form questions that will be sent to each of the Board members, General Manager, and Finance Manager.

VII. Regular Business

- A. Adopt resolution 35-2008 approving the relocation of the “Local Military Service Members” sign to the CCSD Veterans Memorial Building Property. Director Sanders commented on McKinney family creating sign to recognize those serving in service from local community. American Legion, Post 432 will undertake this project if allowed to be placed on CCSD property. **Director Sanders motioned to adopt resolution 35-2008 approving the relocation of the “Local Military Service Members” sign to the CCSD Veterans Memorial Building Property with additional comments of Ben Boer. Director Funke-Bilu seconded the motion. Motion carried unanimously. Ayes-5, Noes-0, Absent-0.**

Public Comment:

Jerry McKinnon, Cambria. Rationale for placement of sign, copies of Cambria newspaper during World War II, front page written about POW, women as military nurses. Dedicated in 1955 following Korean conflict.

- B. Receive report on the disposition of Gregg A. Berge, et al., vs. CCSD, case no. CV 080497, County of San Luis Obispo. District Counsel Art Montandon reported on the disposition of Gregg A. Berge litigation, sustaining a demurrer, and denying sanctions.

VIII. Hearings and Appeals

None

IX. Public Comment

Jerry McKinnon, Cambria. Smart Growth concern requirement for shop owners to provide employee housing.

Elizabeth Bettenhausen, Cambria. Thanked staff for preparing First Quarterly report, pg 4 bottom section debt issuance proceeds (clarification of what it is), need for glossary of CCSD economic phrases.

Amanda Rice, Cambria. NCAC Chair, commented on NCAC meetings, next meeting November 19th at 7:00 PM, Rabobank.

Mike and Mary Willis, Cambria. Written comment.

X. President Cobin adjourned the meeting at 4:05 p.m.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C.**

FROM: Tammy Rudock, General Manager
Monique Madrid, Conf. Admin. Tech III

Meeting Date: November 17, 2008

Subject: Adopt Resolution 36-2008
Rejecting Claim by William
Robinson and Tori Thompson
As Recommended by
SDRMA (Special District Risk
Management Authority)

Recommendation:

Adopt Resolution 36-2008 as recommended by SDRMA rejecting claim by William Robinson and Tori Thompson, claimants, for alleged damage resulting from abatement for fire hazard fuel reduction on adjacent unimproved property.

Fiscal Impact: None.

Discussion:

William Robinson and Tori Thompson (hereafter “Robinson/Thompson”) were noticed to clear the lots in question—vacant ones behind their home on Berwick—in accordance with the CCSD’s annual Fire Hazard Fuel Reduction Program and California Health and Safety Code Section 14896. Robinson/Thompson did not clear these unimproved lots prior to the deadline of July 1, 2008. During the normal course of business, the CCSD Fire Department properly included the Robinson/Thompson lots on the “lots to be cleared list,” provided to contractor, Don Campo d/b/a Bushwacker 1. (“Before and after” photos of the cleared lots are attached.)

Robinson/Thompson believed they would not be required to clear their vacant lots because they were merged with their improved property. That did not occur, however, with the Robinson/Thompson lot merger transaction. The vacant lots were merged together, but not merged with their improved lot.

Robinson/Thompson alleged that the CCSD had some responsibility in their voluntary lot merger not being accomplished as they intended. That is not true. Staff provided the required forms for merger to Robinson/Thompson who filled them out. Staff processed the completed forms to the title company and the CCSD paid the related fees. It is the responsibility of the property owner to complete the forms, including correct legal descriptions and/or APNs (Assessor’s Parcel Numbers) to be merged.

During the course of the Fire Department’s investigation of the Robinson/Thompson complaint, Assistant Fire Chief, Mark Miller and Fire Captain Bill Hollingsworth met and discussed the matter with Mr. Robinson, and in the spirit of compromise, offered to mitigate the Robinson/Thompson concerns by reversing the CCSD’s \$400 administration fee. Additionally, the contractor also reversed the \$250 charges for the lot clearing.

Robinson/Thompson filed the attached claim requesting that the CCSD pay \$2,666.67 to replace, plant, and water the landscaping they had planted on their vacant lots, which were lawfully cleared by the CCSD and Bushwacker 1.

The CCSD subsequently requested that Bushwacker 1, submit a claim for damages to its insurance company per the hold harmless provision contained within the professional services agreement. That letter is attached for reference.

The CCSD bears no responsibility for replacing landscaping that was lawfully cleared in compliance with the requirements of the Fire Hazard Fuel Reduction Program and California Health and Safety Code. Staff provided Robinson/Thompson with more lot merger forms, but, to date, they have not been turned in for processing.

SDRMA provides the CCSD property and liability insurance. SDRMA recommends the CCSD formally reject the claim. Upon the CCSD's rejection of this matter SDRMA will then handle anything further concerning this claim.

Attachment: Resolution 36-2008
"Before and After" Photos of Lots Cleared
Robinson/Thompson Claim
Correspondence to SDRMA and Don Campo

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ COBIN ___ SANDERS ___ CHALDECOTT ___ CLIFT ___ FUNKE-BILU ___



RECEIVED

SEP 25 2008

CLAIM FORM

(Instructions on reverse side)

CAMBRIA COMMUNITY SERVICES

CLAIM

AGAINST: CAMBRIA COMMUNITY SERVICES DISTRICT

Cambria Community Services District

DIRECTORS:

Ilan Funke-Bilu
President

Claimant's Name: WILLIAM ROBINSON & TORI THOMPSON

Joan Cobin
Vice President

Claimant's mailing address: [REDACTED]

Peter Chaldecott
Director

Phone #: [REDACTED] SS#: [REDACTED] Date of Birth: [REDACTED]

Gregory Sanders
Director

Date of incident/accident: 7-25-08

Donald Villeneuve
Director

Date injuries, damages, or losses were discovered: 7-25-08

Sheriff's report filed 7-26-08 case no. 0807-06603

OFFICERS:

Tammy Rudock
General Manager

Location of incident/accident: lots 023-391-002 & 023-391-029

two retired lots on Haddon St - attempt CCSD merger

(Use separate sheet if necessary to answer this question in detail.)

6-2007

Arther R. Montandon
District Counsel

What are the names of any CCSD employees who caused this injury, damage or loss (if known)?

CCSD contractor, Don Campo

Kathy Choate
District Clerk

What specific injuries, damages, or losses did claimant receive? Removal of

landscaped healthy native plants - see separate list

(Use separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction? Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case." [See Government Code § 910(f).]

How was this amount calculated (please itemize)? comparable nursery

prices, plant establishment, water costs

(Use separate sheet if necessary to answer this question in detail.)

Signature: Wm Robinson Date: 9-16-08

If signed by representative:

Representative's Name: _____

Address: _____ Telephone #: _____

Relationship to Claimant: _____

2 Doug Firs	15 Gal.	\$25.00	\$50.00
5 Monkey Flowers	5 Gal.	\$8.99	\$44.95
4 Black Sage	5 Gal.	\$8.99	\$35.96
20 Native ferns	1 Gal.	\$8.99	\$179.80
1 Pride of Madera	5 Gal.	\$25.00	\$25.00
4 Redwoods (now missing all lower limbs)	15 Gal.	\$25.00	\$100.00
5 flats Periwinkle		\$20.00	\$100.00
3 Coffeeberry	5Gal.	\$25.00	\$75.00
1 Toyon	5Gal.	\$25.00	\$25.00
4 Seacliff buckwheat	5Gal.	\$8.99	\$35.96
200 sq.ft. Kikuyu grass	1 Gal.	\$3.00 sq ft	\$600.00
3 Oak trees	5Gal.	\$25.00	\$75.00
2 men 8 man hours - \$320 to plant			
establishment \$1,000 approx./ water haul			

Total 2666.67

RECEIVED

SEP 25 2008

CAMBRIA COMMUNITY SERVICES



November 4, 2008

SDRMA
C/O Karen Lafferty
1112 "I" Street, Suite 300
Sacramento CA 95814

DIRECTORS:

Joan Cobin
President

Gregory Sanders
Vice President

Peter Chaldecott
Director

Ilan Funke-Bilu
Director

Muril Clift
Director

OFFICERS:

Tammy Rudock
General Manager

Arther R. Montandon
District Counsel

Kathy Choate
District Clerk

Re: Claim for property damage

Dear Karen,

I am attaching a claim received on 9/25/08 which occurred on 7/25/08. The claim is for damages to properties which were cleared by a contractor hired by the CCSD to perform Fire Hazard Fuel Reduction (weed abatement) on lots which had not been cleared according to law.

The CCSD has asked the contractor to submit a claim to his insurance company per his hold harmless clause which is included in Exhibit "A" of his contract. I am attaching a copy of the letter sent to the contractor. I will also include a copy of the contract and letter extension agreement for this year. I will also forward a copy of the pictures both before the cut and after.

The CCSD will be rejecting this claim at the November 17, 2008 Board meeting. The claimant stated to the CCSD Assistant Fire Chief that the lots were improperly placed on the clear list and that they had been cleared improperly because the claimant had merged the lots with his improved parcel. After some research the CCSD has discovered that the lots were merged however they were not merged in such a way that would eliminate the need for clearing. They were not merged with his improved property only with each other. Consequently the lots were properly placed on the clear list and were cleared according to Fire code. CCSD Fire Chief Bob Putney feels they were cleared according to the requirements in the code and therefore the claim is being denied.

Please be aware that the CCSD has already made some efforts to work with the claimant and has reversed the \$400.00 in administrative fees and the contractor has also reversed his charges for both lots \$250.00. This has not satisfied the claimant and he has filed a claim.

Should you have any questions please contact me at 805-927-6117.

Sincerely,

Monique Madrid
Confidential-Administrative Technician III

Enclosures: Claim
Letter to Contractor
Contract and letter extension agreement for 2008
Before and after cut pictures



COPY

November 4, 2008

Bushwacker 1 (Don Campo)

DIRECTORS:

Joan Cobin
President

Gregory Sanders
Vice President

Peter Chaldecott
Director

Ilan Funke-Bilu
Director

Muril Clift
Director

OFFICERS:

Tammy Rudock
General Manager

Arther R. Montandon
District Counsel

Kathy Choate
District Clerk

Re: Insurance claim

Dear Mr. Campo,

The Cambria Community Services District (CCSD) has received a claim for damages to properties which had Fire Hazard Fuel Reduction tractor work performed by your company.

The claimants are William Robinson and Tori Thompson. The Assessor Parcel Number for the properties in question are 023-391-002 and 023-391-029. The claimant states that the CCSD has removed landscaped healthy native plants and is seeking to have the plants replaced, replanted and watered. The two parcels were not merged as the claimants thought and were correctly placed on the list of parcels to be cleared. Fire Chief Bob Putney feels that these parcels were cleared in compliance with the requirements.

Included in your contract with the CCSD is a hold harmless clause (exhibit "A" section e). We are requesting that you submit a claim for coverage with your insurance company. The CCSD will be rejecting this claim at the November 17, 2008 Board Meeting.

The CCSD will work to assist both you and your insurance company with this claim.

Should you have any questions or concerns please contact Monique Madrid at 805-927-6117.

Sincerely,

Monique Madrid
Confidential-Administrative Technician III

Cc: Special Districts Risk Management Authority

Enclosures: Claim dated 7-25-08
2007 Fire Hazard Fuel Reduction Agreement
Letter extension dated June 16, 2008



52-7

20-168-52

7-25

23-391-02



7-16

20-168-52

7-14



7-28

20-168-52

82-7

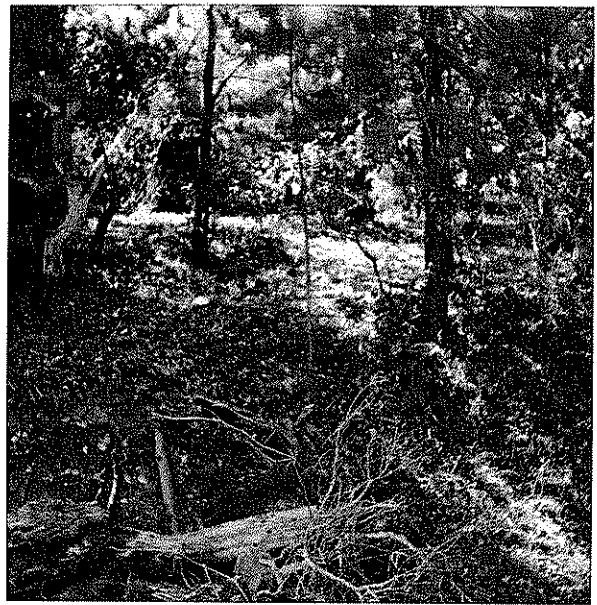


7-16

62-168-82

7-16

23-391-29



7-25

62-168-82

7-25



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 36-2008
November 17, 2008

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
REJECTING CLAIM BY WILLIAM ROBINSON AND TORI THOMPSON
PER RECOMMENDATION BY SDRMA
(SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY)

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. To reject claim by William Robinson and Tori Thompson per Special District Risk Management Authority's recommendation.
2. The President is hereby authorized to execute this resolution on behalf of the Cambria Community Services District in support of rejecting said claim, and directs staff to send a rejection notice to William Robinson and Tori Thompson, claimants, using Exhibit "C" from the Claims Manual. Said Notice shall include a Proof of Service by Mail (Exhibit "L" from the Claims Manual) and be sent Certified Mail.

PASSED AND ADOPTED THIS 17th day of November 2008.

Joan Cobin, President
Board of Directors

Arther R. Montandon,
District Counsel

ATTEST:

Kathy A. Choate
District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.D.**

FROM: Tammy Rudock, General Manager
Bryan Bode, Assistant General Manager/Utilities Manager

Meeting Date: November 17, 2008 Subject: Adopt Resolution 37-2008
 Declaring Work Completed in
 Conformance with the Plans and
 Specifications for the Pine Knolls
 Reservoir Replacement Project

RECOMMENDED ACTION:

Adopt Resolution 37-2008 declaring work completed in conformance with the plans and specifications for the Pine Knolls Reservoir Replacement Project.

FISCAL IMPACT:

Total cost for CB&I Constructors work: \$1,870,576.08 of which \$187,057.61 was retention that has been processed for payment.

DISCUSSION:

The Cambria Community Services District entered into a contract with CB&I Constructors Inc on October 11, 2004, for construction of the Pine Knolls Reservoir Replacement Project and said construction was completed on October 24 2008. The project included construction of two 465,000 gallon welded steel water tanks, piping, valves and appurtenances

-

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___COBIN ___ SANDERS ___CHALDECOTT___ CLIFT ___FUNKE-BILU___



RESOLUTION 37-2008
NOVEMBER 17, 2008

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT
DECLARING WORK TO BE COMPLETED IN
CONFORMANCE WITH THE PLANS AND SPECIFICATIONS FOR THE
PINE KNOLLS RESERVOIR REPLACEMENT PROJECT

WHEREAS, the Cambria Community Services District entered into a contract with CB&I Constructors Inc on October 11, 2004, for construction of the Pine Knolls Reservoir Replacement project, and said construction was completed on October 24 2008; and

WHEREAS, the Cambria Community Services District conducted their final inspection on October 22, 2008, and determined the project was satisfactorily completed per design/construction specifications and allocated budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District, as follows:

1. The said contract work was completed on October 24 2008;
2. The total sum paid for CB&I's services to complete the project was \$1,870,576.08, which included construction of two 465,000 gallon welded steel water storage tanks, piping, valves, and appurtenances;
3. The work is hereby accepted and approved; and
4. A "Notice of Completion" was filed by the Acting General Manager on behalf of the Cambria Community Services District in the Office of the San Luis Obispo County Recorder on October 24, 2008, by action previously approved by the Board of Directors at the meeting of October 23, 2008.

Joan Cobin
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate, District Clerk
District Clerk

Arther R. Montandon
District Counsel



COPY of Document Recorded
 on 10/24/2008 4:54 PM
 Doc#: 2008053882
 Has not been compared with original.
 JULIE L. BREWSTER COUNTY CLERK-RECORDER

COPY

RECORDING REQUESTED BY:
 Cambria Community Services District
 P.O. Box 65
 Cambria CA 93428

City Clerk
 Cambria Community Services District
 1316 Tamson Drive, Suite 201
 P.O. Box 65
 Cambria CA 93428

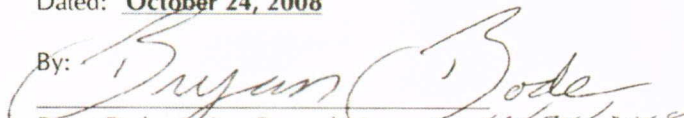
**NOTICE OF COMPLETION
 NO TRANSFER OF PROPERTY**

Notice is hereby given pursuant to Civil Code Section 3093:

1. The undersigned is **Acting General Manager, Cambria Community Services District**, owner of property hereinafter described.
2. The full name of the owner is the **Cambria Community Services District**.
3. The full address of the owner is: **1316 Tamson Drive, Cambria CA 93428**
4. The nature of the interest of the owner is **in fee**.
5. A work of improvement on the property hereinafter described was completed on **October 24, 2008**.
6. The work done was the **construction of the two Pine Knolls Tanks and appurtenances**.
7. The name of the contractor who performed such work of improvement was **CB&I Constructors Inc.**

Dated: **October 24, 2008**

By:

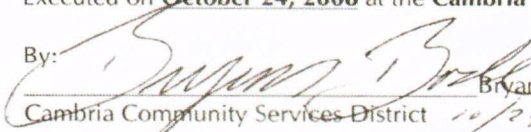

 Bryan Bode, Acting General Manager
 Cambria Community Services District
 10/24/2008

VERIFICATION

I, the undersigned, say that I am the **Acting General Manager**, declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **October 24, 2008** at the **Cambria Community Services District, Cambria, California**.

By:


 Bryan Bode, Acting General Manager
 Cambria Community Services District
 10/24/2008

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.E.**

FROM: Bob Gresens, District Engineer

Meeting Date: November 17, 2008

Subject: Adopt Resolution 38-2008
Authorizing Amendment No. 2 to the
February 20, 2003, Consulting Services
Agreement with RBF Consulting

Recommendations:

Authorize by Resolution 38-2008, Amendment 2 to the February 20, 2003, Master Consulting Services Agreement with RBF Consulting.

Fiscal Impact:

RBF Consulting has requested additional authorization of \$26,900 under their February 20, 2003, agreement, which is associated with the Water Master Plan Program Environmental Impact Report. This additional funding request is summarized within an attached letter from RBF dated September 12, 2008. RBF's primary rationale for this request is that the original project completion time expanded from an estimated 10 to 14 months, to over four and one-half years. During this period, salary rates of key staff members assigned to the Program EIR have increased beyond those used in their original project budget. Key reasons for the Program EIR's completion time expansion included: 1) coordination required with the SLO County-developed Cambria and San Simeon Acres Community Plans Update (i.e., NCAP update); 2) development of a buildout reduction program as a mitigation measure; and 3) the suspension of work following funding concerns and the associated Prop 218 rate protest process.

Discussion:

On February 20, 2003, the Board authorized a Master Consulting Services Agreement with RBF Consulting to support various capital improvement and emergency repair projects by providing environmental studies and supporting CEQA-clearance related documents. Since then, RBF has assisted with the CEQA-process on the emergency repair of the Santa Rosa Creek sewer, the biosolids dewatering project¹, the East-West Ranch water main, and the Pine Knolls Tank Replacement Project. More recent projects completed under the master consulting services agreement include the water master plan program EIR, the build-out reduction plan, and review assistance on the Cambria and San Simeon Acres Community Plans of the North Coast Area Plan.

The table that follows on the next page summarizes projects that were completed under the existing February 20, 2003 master consulting services agreement with RBF Consulting. Each of the prior authorizing Board actions is also listed.

¹ Work on the biosolids dewatering project was completed under a separate, project-specific agreement.

Environmental Services Projects Under Master Consulting Services Agreement Dated 2/20/2003	Project Status		Environmental Services Estimate	Board Authorizations	
	Environmental Clearance	Overall		Resolution	Date
Santa Rosa Creek Sewer Relocation, Streambank Restoration, and Trail	Complete	Complete	\$32,905.00	07-2003	2/20/03
East-West Ranch Pipeline Project	Complete	Complete	\$21,950.00	(Staff report approved)	5/29/03
Pine Knolls Tank Replacement	Complete	Complete	\$22,175.00	(Staff report approved)	5/29/03
			\$20,000.00	24-2004	4/17/04
Water Master Plan Program EIR	Complete	Complete	\$28,000.00	(Staff report approved)	7/24/03
			\$163,000.00	17-2004	4/22/04
			\$26,900	(Proposed)	11/23/08
GIS Analytical Services and Expert Peer Review and Coordination of Cambria Community Plan	Complete	Complete	\$24,900.00	82-2004	8/26/04
			\$53,500.00	09-2005	2/24/05
			\$27,950.00	(Staff report approved)	10/28/04
Development of build-out reduction program	Complete	Complete	\$63,170.00	65-2003	11/13/03
			\$48,000.00	40-2004	5/27/04
			\$63,460.00	40-2004	5/27/04
			\$106,420.00	70-2004	7/22/04
			\$50,000.00	10-2005	2/24/05

Review of the 2003 master agreement and its associated November 21, 2005, Amendment No. 1 has found the need to update certain contract provisions. For example, the original term of the master agreement was extended from June 30, 2004, to June 30, 2007 by prior Amendment No.1. In addition, Amendment No. 1 set the total cumulative amount of task orders issued to not exceed \$834,430 unless further authorized by the Board. Therefore, the attached resolution updates the original February 20, 2003 agreement by extending the expiration date to June 30, 2009. The resolution further updates the agreement by increasing the total cumulative authorization from \$834,430, to an amount not to exceed \$861,330 (i.e., an increase of \$26,900).

It should be further noted that RBF's current work on the Stuart Street Tank Project and Rodeo Grounds Pump Station Replacement was authorized under a separate agreement. The June 30, 2009, date for the proposed Amendment No. 2 was estimated, but could be needed should other project needs arise, as well as providing further consulting assistance associated with litigation recently filed by LandWatch San Luis Obispo's Cynthia Hawley on the Water Master Plan Program EIR.

Attachments:

- September 12, 2008, letter from RBF Consulting
- Resolution 38-2008
- Amendment 2 to February 20, 2003, Agreement with RBF Consulting

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ COBIN ___ SANDERS ___ CHALDECOTT ___ FUNKE-BILU ___ CLIFT ___



September 12, 2008

JN 10-100273

Mr. Bob Gresens, P.E.
District Engineer
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 201
Cambria, California 93428

Subject: Contract Addendum for the Cambria Water Master Plan Environmental Impact Report

Dear Mr. Gresens:

RBF Consulting has submitted this Contract Addendum for task items not accounted for in our current Agreement for the Cambria Water Master Plan Environmental Impact Report (EIR). The additional funding will cover costs to complete the remaining tasks of the Final EIR which include: completion of the response to comments, Final EIR edits and printing, mitigation monitoring and reporting, findings/resolution, coordination and attendance at the certification hearing in Cambria on August 21, 2008.

Contracting between RBF Consulting and the CCSD for the Water Master Plan EIR was initiated in July 2003 (Staff Report approved) in the amount of \$28,000 to prepare the Initial Study/Notice of Preparation and to develop the overall work program and strategy for both the CEQA Compliance and to define the Buildout Reduction Report. Once the work program strategy was further defined, the CCSD authorized RBF to prepare the Program EIR for \$163,000 (in accordance with Resolution 17-2004). Thus, the allocated budget for document preparation and processing the Program EIR totaled \$191,000.

The \$191,000 budgeted was intended to cover all costs for the Program EIR, which was anticipated to be completed within a 10 to 14 month timeframe. Ultimately, due to multiple delays, the EIR took approximately 4½ years to reach the certification hearing on August 21, 2008. Despite changes in RBF billing rates over several years and extended edits/response to comments which exceeded our initial assumptions, RBF continued to work with the established 2004 budget, through the April 2008, at which time the remaining budget was depleted. With regard to billing rate changes, the two primary RBF staff members assigned to the EIR, Glenn Lajoie and Rita Garcia, had established hourly rates of \$140 and \$75, respectively, when the contract was authorized in 2004. Mr. Lajoie's 2008 billing rate, as of January 1, 2008, is \$210 per hour and Ms. Garcia's rate is \$115 per hour. To cover costs incurred once the original budget was depleted, funding from tasks yet to be completed, such as the Final EIR, Findings, etc., were utilized. The cost breakdown for Tasks completed once the budget was depleted includes the following:

- | | |
|--|---------|
| 1) Completion of Response to Comments | \$8,000 |
| 2) Final EIR | \$3,000 |
| 3) Mitigation Monitoring and Reporting | \$2,500 |
| 4) Findings/Resolution | \$2,200 |
| 5) Coordination | \$3,500 |
| 6) Final EIR Printing/Reproduction | \$3,700 |
| 7) Meeting Attendance August 21, 2008 | \$4,000 |

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 ■ P.O. Box 57057, Irvine, CA 92619-7057 ■ 949.472.3505 ■ FAX 949.472.8373

Offices located throughout California, Arizona & Nevada ■ www.RBF.com

In order to cover our incurred costs, RBF has estimated the need for \$26,900 in additional funding. The request is based upon the status of the environmental review as of September 12, 2008 and does not account for any additional fluctuations that may occur in the work program through the remainder of the assignment.

We appreciate the opportunity to be of continued service to the Cambria Community Services District and look forward to the successful completion of this assignment. Please indicate your acceptance of this augmentation by signing the approval line below and returning the original to us. Please do not hesitate to call me at 949.855.3663 if you have any questions.

Sincerely,



Glenn Lajoie, AICP
Vice President
Planning/Environmental Services

Approved by _____
Name _____
Title _____
Date _____

**AMENDMENT #2 TO FEBRUARY 20, 2003
CONSULTING SERVICES AGREEMENT WITH RBF CONSULTING
ENVIRONMENTAL PLANNING SERVICES**

AMENDED NOVEMBER 17, 2008

Amendment to **ARTICLE 1.01 – TIME FOR PERFORMANCE**

Replace the first sentence to read as follows:

The term of this contract is from February 20, 2003 to June 30, 2009.

Amendment to **ARTICLE 1.03 – PAYMENT TERMS**

Replace second sentence to read as follows:

The total cumulative amount of Task Orders shall not exceed \$861,330, unless otherwise increased following CCSD Board approval.

IN WITNESS WHEREOF, the parties have executed the Amendment the date and year noted above.

CONSULTANT:

CCSD:

RBF Consulting

Cambria Community Services District

By: _____
Glenn L. Lajoie, Vice President

By: _____
Tammy, Rudock, General Manager

APPROVED AS TO FORM:

By: _____
Arther R. Montandon, CCSD Legal Counsel



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 38-2008
NOVEMBER 17, 2008

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING AMENDMENT NO. 2 TO THE FEBRUARY 20, 2003
CONSULTING SERVICES AGREEMENT WITH RBF CONSULTING

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize Amendment #2 to the February 20, 2003, Master Consulting Services Agreement with RBF Consulting not to exceed the total cumulative amount of \$861,330.
2. Authorize payment in the amount of \$26,900 to RBF Consulting from budgeted project funds.
3. The General Manager is hereby authorized to execute attached said Amendment #2 on behalf of the Cambria Community Services District.

PASSED AND ADOPTED THIS 17th day of November 2008.

Joan Cobin, President,
Board of Directors

APPROVED AS TO FORM:

Arther R. Montandon
District Counsel

ATTEST:

Kathy Choate
District Clerk

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.F.**

FROM: Tammy Rudock, General Manager
Pam Duffield, Assistant Finance Manager

Meeting Date: November 17, 2008

Subject: Adopt Resolution 41-2008
Approving a Two-Year Lease
Extension with Cambria Village
Square Shopping Center for the
CCSD Administrative Offices for
the Period of October 31, 2008,
through October 30, 2010

RECOMMENDATIONS:

Adopt Resolution 41-2008 approving a two-year lease extension between the CCSD and Cambria Village Square Shopping Center for the CCSD Administrative Offices located at 1316 Tamson Drive in Cambria, for the period October 31, 2008, through October 30, 2010.

FISCAL IMPACT:

Budgeted annual rental payments for

CCSD Administrative Offices (Suites 201-204):

FY 2008/2009: \$52,500

FY 2009/2010: \$54,600

DISCUSSION:

The existing CCSD lease agreement with the Cambria Village Square Shopping Center expired on October 31, 2008. The leased property consists of Suites 201 through 204 occupied by the Administrative Offices. Attached is a two-year lease extension under the same terms, conditions, and accelerations (four percent annually) of the existing lease. The original lease is also attached for reference.

Attachments: Lease Extension for Two Years (2008-2010)
Original Lease

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: CHALDECOTT COBIN FUNKE-BILU SANDERS CLIFT

CAMBRIA VILLAGE SQUARE SHOPPING CENTER

1211 MARICOPA ROAD, SUITE 205

Cambria, California 93023

805/646-5153

November 6, 2008

LEASE EXTENSION
for
CAMBRIA COMMUNITY SERVICES DISTRICT
1316 Tamson Drive, Suite 202
Cambria, California 93428

Lessor hereby extends existing lease of November 1, 1998 and the lease extension expiring October 31, 2008 for an additional two (2) years to expire October 31, 2010.

Minimum rent shall be four thousand four hundred thirty-three and 76/100 (\$4,433.76) dollars monthly. Lease extension is hereby granted under the same terms, conditions and accelerations as the existing lease.

Cambria Village Square Lessor
By Dean Vadnais

Cambria Community Services District Lessee
By _____

Date _____

Date _____

CAMBRIA VILLAGE SQUARE
SHOPPING CENTER
1253 Knollwood Circle
Cambria, California 93428

GENERAL LEASE

This lease, made and entered into this 5th day of ~~NOVEMBER~~ 1998 in the Community of Cambria, County of San Luis Obispo, State of California, by and between Fred Keeler II and Dean Vadnais hereafter called Landlord, and Cambria Community Services District, hereinafter called tenant.

WITNESSETH;

A. Landlord is the owner in fee of real property and buildings thereon situated in the Community of Cambria, County of San Luis Obispo, State of California, more particularly described for purposes of this lease as CAMBRIA VILLAGE SQUARE.

B. Tenant desires to lease from Landlord and Landlord desires to lease to tenant a space consisting of building frontage and office space upon terms and conditions herein provided, commonly known as Building I, Suites 201 & 202, 1316 Tamson Drive, Cambria, California.

C. Tenant desires to conduct a Public Agency Office and for no other purpose. Now, therefore, in consideration of the premises and of the rents, sign regulations and agreements hereinafter reserved, mentioned and contained, it is hereby mutually agreed as follows:

ARTICLE I
PREMISES

Landlord does demise and let to tenant and tenant does lease and take from landlord, for the term and upon the terms and conditions set forth in this lease, "Demised Premises", subject to taxes, reservations, easements, rights of way, CC&R's and sign regulations.

ARTICLE II
TERM

To have and to hold the demised premises for and during a period of one (1) year commencing on the 1st day of NOV, 1998 and continuing until the 31st day of OCTOBER, 1999. Providing the tenant meets the terms and conditions of this lease five (5) one (1) year options are extended, however, the tenant agrees to a 5% rental acceleration the second and third year, CPI the fourth and fifth year plus the payment of a proportionate share of common area maintenance costs each year of the lease.

Should space within the Cambria Village Square currently occupied become available during the term of this lease, including extensions, tenant shall have a right of second refusal to lease such space, however Cuesta Title Company has the right of first refusal in the afore mentioned circumstances and this right applies for only the following buildings: building "B", 1235 Knollwood Drive, Building "C", 1241 Knollwood Drive, building D, 1253 Knollwood Drive, building "H", 1326 Tamson Drive (American West has a seventy-two hour right of first refusal on vacant suite 101) and building I, 1316 Tamson with the exception of suite 204. All other buildings are for retail or special use and are not included in this right of refusal.

ARTICLE III
RENTAL

Section 1. MINIMUM RENT. Tenant shall pay to landlord, as minimum rental on or before the first day of the month the amount of one thousand and no/100 dollars (\$1,500.00) per month with a proportionate share of the expenses for common area maintenance (CAM). CAM is not to exceed \$0.20 per square foot per month.

Section 2. DELINQUENT RENT. Minimum monthly rent not paid by the 3rd day of the month shall bear a penalty of 5% of the minimum monthly rent. Minimum monthly rent not paid by the 10th of the month shall be considered a default of this lease by the Lessee.

Section 3. INITIAL DEPOSIT. Lessor acknowledges receipt from the Lessee a deposit in the amount of two thousand and no/100 dollars (\$2,000.00) as a security deposit.

ARTICLE IV COMMON AREAS MAINTENANCE AND CHARGES

Section 1. The term "common areas" refer to exterior areas within the boundaries of the CAMBRIA VILLAGE SQUARE SHOPPING CENTER [exclusive of building pads and/or footprint sites reserved for future buildings and the like included within the Shopping Center] if any, after the commencement of leasehold improvements thereon which are now or hereafter made available for general use, convenience and benefit of Landlord and other persons entitled to occupy space in the Shopping Center, which areas include but not limited to parking areas, driveways, open malls, sidewalks, landscaped and planted areas.

Section 2. The landlord shall keep or cause to be kept the common areas in a clean, neat and orderly condition, properly lighted and landscaped on a weekly basis. He shall repair any damages to the facilities thereof, but all expenses in connection with the common areas shall be charged and prorated to the tenants in the manner set forth. It is understood and agreed that the term "expenses" in connection with the common areas as used herein shall be construed to mean all ordinary and necessary direct cost including, but not be limited to all sums expended in connection with the common facilities; CCSD charges, electric charges for common area and parking lot lighting, gardening services, resurfacing, repainting, striping, restoring, cleaning, sweeping and janitorial services, maintenance painting or renovation of the exterior portion of all or any part of the improvements constructed on the Shopping Center, maintenance and repair of any fire protection systems, storm drain systems and any other utility systems; all cost or expense incurred by reason of any repairs or modifications to the Shopping Center and/or its improvements and/or for repairs or installation of equipment required for energy or safety purposes as required by government statutes, ordinances, rules or regulations in force from time to time; personnel to implement such services, property taxes and public liability and property damage insurance covering areas in amounts as required by landlord exclusive of management, supervisory, general and administrative charges. Landlord may cause any or all said services to be provided by an independent contractor or contractors.

ARTICLE V TAXES ON PERSONAL PROPERTY

It is agreed that tenant shall pay all taxes on every kind of any fixture, equipment and personal property located in the demised premises.

ARTICLE VI UTILITIES

Tenant shall pay all charged for gas, electrical, telephone service, heating expense including repair, service and maintenance and other utilities used in or about the demised premises during the term of this lease. Tenant is aware this space is not air conditioned. Heating system is unused and still under warranty by heating contractor.

ARTICLE VII PARKING AREA

Section 1. Landlord shall appropriate, from time to time, for use as a parking area [as hereinafter defined] a portion of the business center of which the demised premises are a part. The term "parking area", as used in this lease, includes not only actual space available for vehicle parking but also the sidewalks, aisles, streets, driveways and other areas incidental to or used in connection with the operation or maintenance of such parking area. It is understood and agreed, however, that landlord reserves the right, during the term hereof and at any time and from time to time to make changes and/or improvements in the physical character, size, location and operation of said parking area; provided however, that at all times landlord shall make available sufficient parking to satisfy the

ZCT

minimum requirement of applicable zoning and planning regulations. .

Section 2. Tenant, as a part of responsibility of this lease shall deem it's officers, directors, agents and employees and all other personnel under his direction park in the designated parking areas.

Section 3. Tenant may install and maintain a drive-up CCSD bill drop off box in a mutually agreed location in one of parking lot islands.

ARTICLE VIII USE OF PREMISES

1. Lessee shall not use or permit said premises or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which said premises are hereby leased

2. INSURANCE. Lessee shall at all times during the term of this lease maintain personal injury liability insurance covering the demised premises and it's appurtenances, breezeways and walkways in the amount of one million dollars [\$1,000,000.00] for injury and death of any one person and five million dollars [\$5,000,000.00] for injury to or death of any number of persons in one occurrence, and property liability insurance in the amount of five hundred thousand dollars [\$500,000.00] Such insurance shall insure both lessor and lessee. Tenant shall provide landlord with a copy of the current policy and any declarations and amendments to such policy.

3. AFFECTING INSURANCE. No use shall be made or permitted to be made of said premises, nor acts done which will increase the existing rate of insurance upon the building in which said premises may be located, or cause cancellation of any insurance policy covering said building, or any part thereof, nor shall lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by standard form of fire insurance policies. Lessee shall, at his sole cost, comply with any and all requirements pertaining to the use of said premises of any insurance organization or company necessary for maintenance of reasonable fire and public liability insurance covering said building and appurtenances.

4. SIGNS. Lessee shall not place or permit to be placed on any exterior walls or roof, interior or exterior windows or doors on the demised premises any sign or other object or thing visible to public view outside the demised premises. Lessee must comply with the sign regulations as set forth by the lessor for CAMBRIA VILLAGE SQUARE SHOPPING CENTER [exhibit A] and must sign a copy of the sign regulations recognizing said sign regulations are a part of this lease. If tenant fails to remove any signs, markee, awnings or other objects, landlord may enter said premises and remove same. Lessee may not change the color, size location or composition of any sign or advertisement on the demised premises that may have been theretofore approved by the landlord.

5. TENANT SHALL NOT: Use or install any plumbing facilities for any purpose other than that for which they were constructed or dispose of any damaging or injurious substance therein. Install outside of the demised premises any exterior lighting, plumbing facilities, shades, awnings or advertising medium such as flashing lights, search lights, loudspeakers, mechanical or electronic equipment or other devises of any nature.

Use or permit the sidewalks or balconies on or adjacent to the demised premises to be used for any newsstand, cigar stand, sidewalk shop, display of merchandise or other business occupation or undertaking; nor in any way obstruct the sidewalks, walkways, areaways or commonly shared property.

Tenant shall have the right to install and maintain an exterior two-way radio antenna and the appurtenant wiring at a mutually agreed upon location on and in the demised premises.

6. WASTE. Lessee shall not commit, or suffer to be committed any waste upon said premises or any nuisance or other act or thing which my disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall keep the Demised Premises in good order and repair at all times during the term of this lease. On failure of lessee to promptly make necessary repairs after notice to do so by lessor, lessor or its assigns may perform all repairs that may be necessary and add the cost of such repairs to the rent due hereunder on the first day of the month following the repairs.

7. ALTERATIONS. Lessee shall not make, or suffer to be made, any alterations of the said premises or any part thereof, without the written consent of lessor, and additions to, or alterations of said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to the lessor.

Tenant may not transfer or assign this Lease or any right or interest hereunder, or sublet the Premises or any part thereof without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld. This lease is transferrable should tenant sell the business to another party. The new owner must agree to all the conditions of this lease and present the lessor with a satisfactory financial state stating the ability to assume the financial responsibility for this lease.

If any consent by Landlord under this Section is adjudicated to have been unreasonably withheld, Tenant's sole remedies shall be to have proposed assignment, subletting or other transfer declared as valid as if Landlord's consent had been given, or to sue Landlord for such damages [sustained by Tenant] as Tenant can prove are directly attributable to such unreasonable withholding of consent.

17. **ATTORNEYS FEES.** If lessor is made a party defendant to any litigation concerning this lease or the leased premises or the occupancy thereof by lessee, then lessee shall hold harmless lessor from all liability by reason of said litigation, including reasonable attorneys fees and expenses incurred by lessor in any such litigation, whether or not any such litigation is prosecuted to enforce any of the terms hereto or because of the breach by lessee of any of the terms hereof, or for the recovery of any rent due hereunder, or for any lawful detainer of said premises, lessee shall pay to lessor reasonable attorney fees and expenses and the right of such attorneys fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgement. If lessee breaches any term of this lease, lessor may employ an attorney or attorneys to protect lessor's rights hereunder, and in the event of such employment following any breach by lessee, lessee shall pay lessor reasonable attorneys fees and expenses incurred by lessor, whether or not an action is actually commenced against lessee by reason of said breach. This is mutual and prevailing party will be entitled to attorneys fees and costs.

18. **NOTICES.** All notices to be given to lessee shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid, and addressed to lessee at said premises, whether or not lessee has departed from, abandoned or vacated the premises. All notices to be given to lessor shall be given in writing personally or by depositing the same in the United States Mail, postage prepaid and addressed to the lessor at the place designated by lessor for payment of rent, or at such other place or places as may be designated by lessor for payment of rent, or at such other place or places as may be designated from time to time by lessor.

19. **SECURITY DEPOSITS.** Security deposits given by lessee to secure the faithful performance of all or any of the covenants of this lease on the part of the lessee, lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold and thereupon lessor shall be discharged from any further liability in reference thereto. Lessee hereby waives notice in the event of lessor's transfer of its interest in the leased premises.

20. **WAIVER.** The waiver by lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

21. **HOLDING OVER.** Any holding over after the expiration of the said term with the consent of the lessor shall be construed to be a tenancy from month to month at a rental of one and one half times the due rent and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. **EMINENT DOMAIN.** In case the whole of the leased premises are taken by right of eminent domain or other authority of law during the period of this lease, or any extension thereof, this lease shall terminate. In case a part of the leased premises are taken by right of eminent domain or other authority of law, this lease may, at the election of the lessor or the lessee be terminated. If a part of the premises are taken by the right of eminent domain and the lessor does not elect to terminate the lease the rent herein stipulated shall be decreased proportionately according to the value of that part of the premises taken. If the entire premises are taken over or if a part of the lessee's premises are taken and the lessor elects to terminate the lease, then all compensation paid for the taking shall belong to the lessor.

23. **IMPROVEMENTS.** By entry hereunder, lessee agrees at the lessee's own expense to furnish additional

thereon.

10. LEGAL USE. Lessee shall, at his sole cost, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the use of said premises. The judgement of any court of competent jurisdiction, or the admission of lessee in any action of proceeding against lessee, whether lessor be a party thereto or not, that lessee has violated any such ordinance or statute in said use shall be conclusive of that fact as between lessor and lessee.

11. INDEMNIFICATION AND NON-LIABILITY OF LANDLORD. Lessee waives all claims against Lessor for damage to any property or injury or death of any person on the Demised Premises arising at any time and from any cause other than the negligence or willful misconduct of Lessor or Lessor's employees, agents, or contractors. Lessee shall hold Lessor harmless from and defend Lessor against all claims, liability, damage or loss arising out of any injury or death of any person or damage to or destruction of property attributable to the use of the Demised Premises by Lessee, except that caused by negligence or willful misconduct of Lessor or Lessor's agents, contractors or employees. These indemnity obligations shall include reasonable attorney fees incurred by Lessor. The provisions of this paragraph to indemnify and hold Lessor harmless are limited to the amount of loss that is not paid to Lessor out of insurance proceeds, if any.

12. AUCTIONS. Lessee shall not conduct or permit to be conducted any sale by auction on said premises.

13. ANIMALS. Tenant shall at all times during this lease refrain from keeping or permit the keeping of any animals of any kind about or upon the premises.

14. DESTRUCTION. In the event of [a] a partial destruction of said premises or the building containing same during said term which required repairs to either said premises or said building, or [b] said premises or said building being declared unsafe or unfit for occupancy by authorized public authority for any reason other than the lessee's act, use or occupation which declaration required repairs to either said premises or said building lessor shall forthwith make such repairs, providing such repairs can be made within sixty [60] days under the laws and regulation of authorized public authorities, but such partial destruction [including any destruction necessary in order to make repairs required by any such declaration] shall in no wise annul or void this lease, except that lessee shall be entitled to a proportionate deduction of rent while such repairs are being made. Such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by lessee in said premises. In the event that the lessor does not so elect to make such repairs within sixty [60] days, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of either party. In the event of any dispute between lessor and lessee relative to the provisions of this paragraph, they select an arbitrator. The two arbitrators so selected shall hear and determine the controversy and their decision thereof shall be final and binding on both the lessor and the lessee who shall bear the cost of such arbitration equally between them.

15. DEFAULT OR TERMINATION. If default be made by lessee in payment of rent or in the observance payment or performance of any of the other provisions, terms or conditions of this lease, or if any conduct of the lessee, his family, servants, employees, agents, invitees or licensees shall obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, or should they commit or suffer any illegal or immoral act to be committed thereon, the lessor may, at its option, terminate this lease and any holding over thereafter by lessee shall be construed to be a tenancy from month to month only, for the same rental rate and payable in the same manner herein specified.

16. VOLUNTARY SURRENDER/ASSIGNMENT. The voluntary or other surrender of this lease by lessee, or a mutual cancellation thereof, shall work a merger and shall, at the option of the lessor, terminate all or any existing subleases or subtenancies or may, at the option of lessor, operate as an assignment to him of any or all of such subleases or subtenancies.

All subletting, assignments or transfers by Tenant shall be governed by the following provisions:

WJ

Tenant is given permission to install and maintain a standby electrical generator of sufficient capacity to carry on District functions during emergencies and power outages providing it is install inside a building so as to not be unsightly or an on other tenants.

8. ABANDONMENT. Lessee shall not vacate or abandon the premises at any time during the term; and if lessee shall abandon, vacate or surrender said premises or be disposed by process of law, or otherwise, any personal property belonging to lessee and left on the premises may be removed and the lessee shall have a lien upon all such property not exempt from a lien by California Civil Code Section 1861, Notice of Sale and the sale to enforce said lien shall be governed by California Civil Code. The proceeds realized from any such sale shall be applied first to the payment of the expenses of sale, reimbursements of costs to remove the property from the premises, costs of storage pending sale and reasonable attorney fees incurred in connection therewith any balance remaining shall be applied to the payment of any other sums which may then or thereafter be legally due lessor from lessee; after satisfying all of the obligations previously enumerated the balance, if any, shall be paid over to the lessee.

9. MAINTENANCE AND REPAIR. As part of the consideration for rental, lessee shall, at his sole cost, keep and maintain said premises and appurtenance and every part thereof [excepting exterior walls, roof and sidewalks adjacent to said premises which lessor agrees to repair], any store front and interior of the premises in good and working condition, sanitary order and repair broken windows and glazing. By entry hereunder, lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto the lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God, or by the elements excepted and to remove all of the lessee's signs from said premises.

Tenant shall refrain from overloading any floor in the demised premises.

Lessee shall permit lessor and his agents to enter into and upon said premises at all reasonable times, after giving notice for the purpose of inspecting the same, or for the purpose of maintaining the building, or for the purpose of making repairs, alterations or additions to any other portion of said building including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-liability for alterations, additions or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "For Sale" signs, without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned, and shall permit lessor, at any time within thirty days prior to the expiration date of this lease, to place upon said premises any usual or ordinary "To Let" or "To Lease" signs.

Landlord shall not be deemed to be in default with respect to any repair which it is required to make unless landlord fails to make the same within a reasonable time after notice in writing of the necessity thereof shall have been served upon landlord by tenant. It being expressly agreed that the entire burden of and duty of inspection shall rest solely with tenant.

Tenant shall keep Shopping Center free from any mechanical or materialmen's liens and any other liens of a similar nature placed upon the Shopping Center by reason of or in connection with any repairs, additions, alterations or improvements contracted for or initiated by tenant, and shall be solely responsible for making payments for such work and discharging liens for such work. Tenant agrees to fully indemnify landlord with respect to all liability for all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

Landlord shall have the right at all times to post the premises with notices of non-responsibility [and to record verified copies thereof] in order to place contractors and materialmen on notice that landlord is not to be held financially responsible for any such work. Tenant shall, at the request of the landlord, provide landlord with notarized full and unconditional lien releases and paid receipts from any general contractor, subcontractors, materialmen or other person furnishing labor and/or materials in connection with such work, as well as any other evidence required by landlord to demonstrate that there shall be no liens affecting landlord or Shopping Center by reason of such work. Any amount paid by landlord to discharge or bond around any such liens shall be payable by tenant to landlord upon demand.

Notwithstanding anything to the contrary hereinabove contained, if tenant shall in good faith contest the validity of any such lien, claim or demand, then tenant shall, at its sole expense, defend itself and landlord [with counsel reasonably satisfactory to landlord] against the same, and shall pay and satisfy any adverse judgement that may be rendered thereon for enforcement thereof against landlord, upon condition that if landlord shall require, tenant shall procure a record a bond [in accordance with Section 3143 of the California Civil Code or any comparable statute hereafter enacted] freeing landlord and the Shopping Center from the effect of such lien or claim or action.

KCT

lighting fixtures and floor coverings and to keep the leased premises in a clean, neat, sanitary and slightly condition, free from dirt, debris, accumulation of waste and fire hazards. Lessee hereby releases possession of all attached floor coverings and existing lighting fixtures at termination of said lease and will not damage, deface, or remove same from premises.

24. SURRENDER OF PREMISES. Upon expiration of the term of this lease, or upon its sooner termination, for any reason, lessee shall peaceably vacate the leased premises to lessor in good condition and order, and shall deliver all keys pertaining to the leased property to the lessor and shall remove all rubbish and waste from the premises and place the same in a neat and sanitary condition.

The lessee guarantees to the lessor that he shall remove his leasehold improvements at the discretion of the lessor at the expiration of this lease. Lessee shall repair all nail holes and damages and repaint to the satisfaction of the lessor all at the lessee's expense.

All existing walls now in place are considered a part of the lessors building and not subject to this paragraph.

25. KEYS AND REKEYING. Lessee may rekey the locks of premises with permission of lessor. All doors are on a master keying system and this system must be maintained. Contact the lessor to receive instructions as how to go about rekeying.

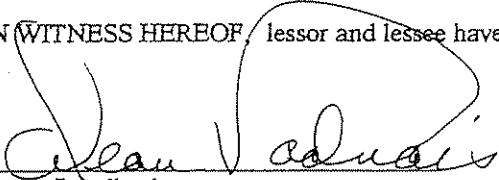
26. EFFECT OF LEASE. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

27. MISCELLANEOUS. Time is of the essence under this lease.

Any ambiguity in this Lease shall not be construed against any party solely because it was drafted on behalf of that party.

No waiver of any term, provision or condition of this agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or a waiver of a subsequent breach or default of any such term, provisions or condition of this Lease.

IN WITNESS WHEREOF, lessor and lessee have executed this instrument as the day and year first above written.



Dated: 11/4/98

Lessor/Landlord
CAMBRIA VILLAGE SQUARE
Keeler - Vadnais
By Dean Vadnais

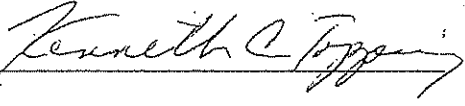


Dated: 11-5-98

Lessee/Tenant
CAMBRIA COMMUNITY SERVICES DISTRICT
By Kenneth C. Topping

I/We acknowledge receipt of the Cambria Village Square Shopping Center sign regulations.

11-5-98
Date


Lessee



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION 41-2008
NOVEMBER 17, 2008

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AUTHORIZING A TWO-YEAR LEASE EXTENSION WITH
CAMBRIA VILLAGE SQUARE SHOPPING CENTER
FOR THE CCSD ADMINISTRATIVE OFFICES
FOR THE PERIOD OCTOBER 31, 2008, THROUGH OCTOBER 30, 2010

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Authorize a 2-year lease extension with Cambria Village Square Shopping Center for the CCSD Administrative Offices; and
2. Authorize the CCSD General Manager to sign the lease extension.

PASSED AND ADOPTED THIS 17th day of November 2008.

President, Joan Cobin
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Arther R. Montandon
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 6.G.

FROM: Tammy Rudock, General Manager

Meeting Date: November 17, 2008 Subject: Adopt Resolution 39-2008 Approving
Fire Chief Position Description and
Employment Agreement with Mark Miller

RECOMMENDATIONS:

Adopt Resolution 39-2008 approving the Fire Chief Position Description and Employment Agreement with Mark Miller.

FISCAL IMPACT:

None with regard to the Fire Chief Position Description; compensation package details are described within the Employment Agreement with Mark Miller.

DISCUSSION:

Bob Putney retired as the CCSD Fire Chief, effective last Friday, November 7th. Mark Miller was promoted to Fire Chief. The Assistant Fire Chief position will remain vacant.

The existing Fire Chief Position Description establishes residency requirements “to safely respond to an emergency within 15 minutes of the time notified of the emergency.” That response time was expanded to 45 minutes because the Fire Chief is an administrative management position and not expected to always be a first responder to emergencies. The Fire Department staff includes a team led by a Fire Captain which is on duty 24 hours a day, 365 days per year, and responsible for immediate response to emergencies. This revision is consistent with all other Fire Department personnel position descriptions with regard to residency requirements.

The Employment Agreement with Mark Miller generally mirrors the one previously held by Bob Putney, although ministerial updates and format changes were made. Mark will be paid an annual salary of \$102,108 and receive the same benefits (e.g., medical/dental care, administrative leave, professional training and development, etc.) as he does now.

Attachments: Fire Chief Position Description
 Employment Agreement with Mark Miller

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ COBIN ___ SANDERS ___ FUNKE-BILU ___ CHALDECOTT ___ CLIFT

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 17th day of November 2008, by and between the **Cambria Community Services District** (hereinafter referred to as “**Employer**”) and **Mark P. Miller** (hereinafter referred to as “**Employee**”), who understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as Fire Chief; and

WHEREAS, it is the desire of Employer to provide certain benefits, establish certain conditions of employment and to set working conditions of Employee; and

WHEREAS, it is the desire of Employer to receive and retain the services of Employee and to provide for him to remain in such employment; to make possible full work productivity by assuring her morale and peace of mind with respect to future security; to act as a deterrent against malfeasance, misfeasance or substandard performance on her part; and to provide for terminating her services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as Fire Chief.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DUTIES OF FIRE CHIEF

Employee agrees to perform the functions and duties of the position of Fire Chief, and any additional duties as may be assigned from time to time. A general description of the duties and responsibilities of the Fire Chief is attached to this agreement and incorporated by reference.

2. TERM OF AGREEMENT

The agreement commences with an effective date of November 10, 2008, and shall remain in effect indefinitely until terminated as provided for in the following provisions:

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions set forth in Section 3 of this agreement.

3. TERMINATION AND SEVERANCE PAY

A. Employer may terminate this Agreement without cause, for any reason or for no reason, on six (6) months' notice to Employee. If this agreement is terminated by Employer or by operation of law, Employee shall continue to work and receive his salary and other compensation during the notice period. In the alternative and at its sole discretion, Employer may terminate Employee at any time during the notice period and in that event Employer agrees to pay Employee a lump sum cash payment equal to the remaining salary for the notice period; and pay Employee's COBRA benefits equal to the notice period; provided, however, Employer shall have no obligation to provide such notice severance pay and benefits in the event Employee is terminated for good cause. For the purpose of this agreement, "good cause" shall include, but not necessarily be limited to, any of the following:

1. A material breach of the terms of this agreement;
2. A failure to perform his duties in a professional and responsible manner consistent with generally accepted standards of the profession;
3. Conduct unbecoming the position of Fire Chief or likely to bring discredit or embarrassment to the CCSD.

"Good cause" shall not mean a mere loss of support or confidence by a majority of the Board of Directors of the CCSD.

B. In the event Employee voluntarily resigns his position with Employer, Employee shall give Employer 90 days' written notice in advance, unless the parties agree otherwise.

4. SALARY

Employer agrees to pay Employee for his services a monthly base salary in the amount of \$8,509 per month, or \$102,108 annually, payable in the same manner and at the same time as other employees of Employer are paid. Subsequent increases in salary may be considered annually at performance evaluation time.

5. OTHER COMPENSATION

Employer agrees to provide Employee additional compensation and benefits as provided to other management employees of the CCSD. In addition, Employee shall receive the following benefits:

- A. Use of a CCSD vehicle or automobile allowance of \$350 per month for business travel within San Luis Obispo County. If using a personal automobile, Employee shall be reimbursed at the standard CCSD mileage rate for all business travel miles outside of San Luis Obispo County.

- B. Employer agrees to match Employee contributions to Employer sponsored supplemental retirement fund ("457 Plan") up to \$100 per payroll period.
- C. Employee shall accrue 10 days administrative leave per year.

6. PROFESSIONAL DEVELOPMENT

As part of its normal budget process and reserving the right to establish appropriate priorities and funding amounts, Employer shall consider requests for funds for certain items, activities and materials deemed necessary and desirable for Employee's continued professional development, participation, growth and advancement. Those items, activities and materials shall include:

- A. Professional dues and subscriptions necessary for full participation in appropriate and relevant associations and organizations;
- B. Travel and subsistence expenses for professional meetings and similar functions (e.g. conferences, workshops, seminars, meetings, etc.) to foster professional development or represent the CCSD;
- C. Other items, activities and materials as may be agreed upon from time to time between Employee and Employer.

Expenditures for items within this section shall be within the CCSD's budgeted amounts for the appropriate category.

7. PERFORMANCE REVIEW

Employee shall receive a performance review one year from Employee's hire date as Fire Chief, and annually thereafter. As part of the annual performance review, the General Manager may consider adjustment in compensation within the position's salary range.

8. GENERAL PROVISIONS

The text herein shall constitute the entire Agreement between the parties. Any amendments to this agreement must be in writing and executed by both parties. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The laws of the State of California shall govern this agreement.

IN WITNESS WHEREOF, Employer and Employee have signed and executed this agreement, both in duplicate, the day and year first above written.

Employee: _____

Mark P. Miller
Fire Chief

Employer: _____

Tammy A. Rudock
General Manager

Joan Cobin
CCSD Board President

CAMBRIA COMMUNITY SERVICES DISTRICT

FIRE CHIEF

DEFINITION:

Under direction by the General Manager plans, organizes and directs the activities of the fire department; and does related work as required.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- ◆ Plans, organizes and directs full-time and "paid-call" volunteer employees in fire prevention, suppression and pre-suppression activities of the department
- ◆ Responsible for the implementation of an inspection program for all Districts businesses and school facilities to be carried out on an annual basis
- ◆ Manages the enforcement of fire ordinances, laws and codes and assists in the prosecution of violators
- ◆ Directs the orientation and training activities of the department
- ◆ Conduct employee performance review and evaluations
- ◆ Makes investigations and surveys
- ◆ Supervises the operation of a "medical" team
- ◆ Prepares emergency and disaster plans
- ◆ Develops and supervises fire prevention programs
- ◆ Prepares and administers department budgets
- ◆ Assures maintenance of applicable records and performs clerical duties as necessary
- ◆ Supervises and performs maintenance, housekeeping, and proper operation of fire fighting equipment and the fire station
- ◆ Coordinates activities that provide aid to state and local agencies and groups
- ◆ Supervises annual weed abatement activities
- ◆ Responds to emergencies
- ◆ Represents the department at official and public meetings
- ◆ Performs firefighting tasks as necessary

OTHER DUTIES AND RESPONSIBILITIES

- ◆ This is a management position requiring weekend, holidays and standby duty as required to discharge the operations of the Department.

KNOWLEDGE/SKILLS/ABILITIES:

- ◆ Knowledge of fire and public safety administration, including personnel, budget, equipment, records, and communications management
- ◆ Knowledge of methods, tools, and equipment of modern fire prevention and suppression (with emphasis upon structural fires), public safety, and first aid
- ◆ Knowledge of maintenance and operation of fire-fighting and rescue equipment
- ◆ Knowledge of rules and regulations pertaining to fire prevention, fire suppression, inspection and arson investigation (including Title 19 Codes) and fire safety (including regulations of the State Fire Marshall).
- ◆ Ability to plan, organize, direct and train a fire department in fire prevention, fire suppression, pre-suppression and rescue work
- ◆ Ability to prepare and administer budgets
- ◆ develop and maintain efficient records
- ◆ establish and maintain effective working relationships with the public, peers, subordinates, and other local, county, and state officials and agencies
- ◆ analyze situations accurately and adopt effective courses of action, prepare and present reports both orally and in writing.

REQUIRED QUALIFICATIONS:

EDUCATION/TRAINING

Education equivalent to graduation from high school and seven years of general firefighting experience, including three years at the supervisory level, or five years full-time firefighting experience and a relevant degree from an accredited college or university, including three years at the supervisory level, or any equivalent combination of education and experience.

LICENSES/CERTIFICATIONS

Possession of a current Class "B" California Driver's License. Must maintain satisfactory DMV record and ability to maintain insurability.; Advanced First Aid & CPR Cards, Emergency Medical Technician I (EMT1); and State Certified Firefighter Certificate.

RESIDENCY REQUIREMENTS:

Must establish and maintain residency within a 45-minute driving distance of the Cambria Fire Station at 2859 Burton Drive, in Cambria, California.



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 39-2008
NOVEMBER 17, 2008

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING FIRE CHIEF POSITION DESCRIPTION AND
EMPLOYMENT AGREEMENT WITH MARK MILLER

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approve the Fire Chief Position Description;
2. Approve the Employment Agreement with Mark Miller, effective November 10, 2008; and
3. Authorize the CCSD General Manager and Board President to sign the agreement.

PASSED AND ADOPTED THIS 17th day of November 2008.

President, Joan Cobin
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Arther R. Montandon
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.A.**

FROM: Tammy Rudock, General Manager
Art Montandon, District Counsel

Meeting Date: November 17, 2008 Subject: Consider Extension of Intent to Serve
for 18 Multi-family Units, APN
024.191.060.

RECOMMENDATIONS:

1. Adopt Resolution 40-2008 approving the Agreement for Settlement and Mutual Release with San Luis Trust Bank.
2. Consider the request for extension from Mr. Lindsey:
 - A. Open public hearing, consider the staff report, and ask questions of staff.
 - B. Receive testimony and evidence from Mr. Lindsey and his representatives and ask questions of applicant and his representatives.
 - C. Receive public testimony and evidence.
 - D. Allow for rebuttal by staff and the applicant.
 - E. Close hearing.
 - F. Board discussion.
 - G. Based upon the evidence presented in this hearing either grant or deny the extension requested.

FISCAL IMPACT:

Additional maintenance costs for ten lots within Tract 226.

BACKGROUND:

The Intent to Serve letter being submitted for the Board's consideration for extension was originally issued to Mr. Lindsey. APN 024.191.060, the real property to which the Intent to Serve letter was granted, consists of eighteen legal lots. At the time within which the CCSD Code requires that applications for extensions be submitted Mr. Lindsey owned all eighteen lots in bankruptcy. At the time of the Board's consideration of this extension request sixteen of Mr. Lindsey's lots were purchased through foreclosure by San Luis Trust Bank.

Both Mr. Lindsey and San Luis Trust Bank have filed timely requests for extension of the Intent to Serve letter for APN 024.191.060. Under the CCSD Code, to have a valid Intent to Serve letter, it must be assigned to a parcel of land. All of the CCSD's water service entitlements are "Positions". A "Position" is defined as a "Parcel" with an Intent to Serve letter. A "Parcel" is

defined as property which the County of San Luis Obispo recognizes as a separate parcel for assessment. (CCSD Code § 8.04.010).

The legal issue presented is whether the Intent to Serve letter is valid after the parcel to which it is issued is split into different ownerships? Also, if the original Intent to Serve letter is no longer valid, is the CCSD required to recognize and issue new Intent to Serve letters to each of the owners?

In my opinion the Intent to Serve letter is no longer valid for APN 024.191.060 because that "Parcel" no longer exists. In fact, due to the "Parcel" now being owned by two different owners it will be assigned new Assessor Parcel Numbers.

The next question is whether the new owners possess any right to be issued two new Intent to Serve letters, one to each owner? There is no provision in the CCSD Code that addressed these facts. Though the CCSD Code does allow for transfers and assignments it is only allowed for the parcel originally applied for and valid for only the number of EDU's (Equivalent Dwelling Units) approved. (CCSD Code §§ 8.04.090, 8.04.090).

What remains is whether there is any law that protects the holder of this Intent to Serve letter to continue to receive rights to these water entitlements. Without going into great detail a person who has an Intent to Serve letter does not have a right to it unless they have constructed at least the foundations of project to which water is offered or if there is a contractual right in the letter itself. In the facts at hand there is no construction and the CCSD's Intent to Serve Letter clearly does not create a contractual right. Specifically, the letter states that the Board of Directors reserves the right to revoke it "at any time."

Despite this the Bank has a significant amount of money invested in this property which will require it to pursue every legal remedy to secure these water rights. The Executive Committee, the General Manager, and I have sat down and negotiated a settlement of all disputed issues. This settlement has been reduced to a settlement agreement contained in this agenda material. It is recommended as part of this agenda item that the Board approve for signature this agreement.

This settlement agreement will authorize the reissuance of an Intent to Serve letter for sixteen multi-family EDU's for the property now owned by the Bank. The settlement requires that the project be multi-family and be constructed within five (5) years. In line with the intent of the CCSD's transfer of water position ordinance, the Bank has agreed to transfer to the CCSD ten (10) alternate lots the Bank also acquired in foreclosure from Mr. Lindsey located within Tract 226 on MacLeod Way.

Thus the only issue remaining for this hearing is what if any rights did Mr. Lindsey retain by his continued ownership of two legal lots within the former APN 024.191.060. As stated above it is my opinion that he does not retain any water entitlements. Despite this opinion it is my recommendation that the Board of Directors hears the request by Mr. Lindsey for an extension of any water entitlements he may still retain and based upon the evidence submitted in the record grant or deny his request in all or part.

DISCUSSION:

Mr. Lindsey has applied for an extension to his Intent to Serve letter issued for 18 multi-family units. (Attached.) Mr. Lindsey purchased the property in 1997. He eventually received an Intent to Serve letter for seven (7) multi-family EDUs. There were a number of extensions granted for these, many due to imposition of the moratorium in 2001.

On May 26, 2005 the CCSD and Mr. Lindsey entered into a settlement agreement of a lawsuit filed by Mr. Lindsey. In that settlement the CCSD agreed to issue an Intent to Serve letter for eleven (11) multi-family EDUs within thirty (30) days from Mr. Lindsey's request. Pursuant to the terms of this settlement these EDU's had to be used for a single condominium project, never for a single-family house, and be subject to the CCSD rules in effect at issuance.

When Mr. Lindsey requested the additional 11 EDUs, the letters were combined into one letter because the EDUs were for one project, on one parcel, and would be easier to track. This also allowed Mr. Lindsey an additional 12-month extension on his 7 EDUs. The normal extension for a residential project is six months. The Board approved the issuance of this combined letter at its August 25, 2005 meeting based upon the application of Mr. Lindsey and the recommendations of staff. The Intent to Serve letter was issued including the 7 EDU's for a total of 18 EDUs on September 1, 2005 with an expiration date of March 1, 2007.

Mr. Lindsey applied for an extension in March of 2007. Mr. Lindsey's extension application was reviewed by the CCSD Board of Directors on May 24, 2007. The extension was conditionally approved for 18 months requiring Mr. Lindsey's compliance with the following three conditions set by the CCSD Board of Directors.

Continuing progress – There shall be continuing progress made towards the receipt of all development approvals for all of the EDUs allowed by this letter.

- 1. Quarterly progress reports** – Commencing on September 1, 2007, and for every three-month period thereafter, the holder of this letter shall submit to the CCSD a status report of the development progress. This report shall be in narrative form and include all the actions taken to pursue development approvals. This report shall include copies of all correspondence from the permitting agencies.
- 2. 12-month review by CCSD Board of Directors** – This letter will be placed on the CCSD Board Agenda for May 2008. If at that time substantial progress has not been made on the development project for this letter it can be revoked by action of a majority of the Board. Substantial progress shall include but not be limited to application for all permits for the project along with approvals.

For Mr. Lindsey to receive an extension of his multi-family Intent to Serve letter he has to present evidence that he has applied to the CCSD for an extension at least thirty (30) days prior to the termination date of the letter, have an allocation under the SLO County Growth

Management Ordinance, an active application for a building permit and meet the conditions set by the CCSD Board of Directors.

The SLO County planning staff has confirmed that Mr. Lindsey has an allocation under the County's Growth Management Ordinance, and an active application for a tract map for 7 units. Mr. Lindsey has submitted quarterly progress reports up to March 1, 2008.

Continuing progress has not been reported on all of the EDUs allowed by this Intent to Serve Letter and the progress made on the 7 units, while reported quarterly, has not been backed up with documentation of such progress.

In the 12-month review by the CCSD Board of Directors the CCSD Board found that substantial forward progress had not been made. On September 25, 2008 the CCSD Board withdrew the revocation of the Intent to Serve.

Mr. Lindsey's agent Bruce Fraser, AIA, submitted the extension application packet including detailed reasons the extension is necessary, two of which warrant comment from CCSD staff:

- 1. Fraser: The County Planning and Building Department staff informed project representatives it would not process the Lindsey application after the (CCSD) Board's tentative action to revoke the Intent to Serve Letter in May of 2008, bringing progress to a halt.

CCSD: SLO County Planning and Building staff was contacted in regards to the statements made by Mr. Fraser. They confirmed that the County had not been notified by the CCSD in regards to the revocation of the Intent to Serve Letter and, therefore, had no reason to stop processing Mr. Lindsey's application.

- 2. Fraser: The (CCSD) Board's tentative action to revoke the Intent to Serve letter caused the Bank to call the loan on the property.

CCSD: According to SLO County's recorded documents, Mr. Lindsey's loan went into default March 14, 2008, more than two months prior to the CCSD Board's 12-month review.

The Board should conduct the hearing as set forth in the recommendation above and based upon the evidence presented therein either grant or deny the request for an extension.

Finally, if an extension is not granted, this matter will be brought back on the next Board agenda for the adoption of findings.

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __COBIN__ SANDERS __ CHALDECOTT __ CLIFT __ FUNKE-BILU__

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into November __, 2008 by and between the **Cambria Community Services District** ("District"), a Political Subdivision of the State of California and **San Luis Trust Bank, FSB** ("Bank"), a Federal Savings Bank, based on the following facts and circumstances (**District and Bank** are hereinafter collectively referred to as "**Parties**" and each of them may be singularly referred to as a "**Party**");

RECITALS

A. On September 1, 2005, District issued an Intent to Provide Water and Sewer Service letter ("Intent to Serve Letter") for certain real property commonly known as a portion of Assessors Parcel Number 024-191-060 located within the District's boundaries and as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Green/Londonderry Property"). The Intent to Serve Letter was to be used solely for the development of multi-family housing and by its own terms expires on November 25, 2008; and

B. On or about October 14, 2008, Bank's predecessor in interest of the Green/Londonderry Property, United States Bankruptcy Trustee, Jerry Namba, and the Bank, as a secured creditor with a secured beneficial interest in the Green/Londonderry Property, jointly filed a timely application for an extension of the Intent to Serve Letter; and

C. On October 31, 2008, Bank became the owner of the Green/Londonderry Property; and

D. Disputes have arisen between the Parties who wish to avoid unnecessary delay, expense and the uncertainties resulting from litigation over the Intent to Serve Letter and the currently pending application for an extension of the Intent to Serve Letter. The Parties, therefore, have agreed to settle and resolve issues related to the Intent to Serve Letter and the pending application for an extension of the Intent to Serve Letter, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and in order to resolve all disputes arising from or in connection with the relationship between District and Bank and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. District hereby agrees to extend for all Bank owned real property the intent to serve entitlements for a period of five (5) years, expiring on November 25, 2013 and to immediately re-issue a multi-family Intent to Serve Letter to provide for service to up to sixteen (16) dwelling units. The Intent to Serve Letter shall be used solely for the development of multi-family housing on the Green/Londonderry Property (the "Project").

2. Bank shall, within thirty (30) days of the date of this Agreement, transfer in fee to the District or its designee, ten (10) legal lots and all water entitlements designated for these lots, located on MacLeod Way, Cambria (the "MacLeod Property") as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

3. District agrees that should, after the execution of this Agreement, Bank merge any legal lot within the Green/Londonderry Property with any other subsequently acquired contiguous legal lot, at the request of the Bank the multi-family Intent to Serve Letter shall be re-issued to provide water and sewer service for a total of eighteen (18) dwelling units. This re-issued letter shall expire on the same date and shall be subject to the same requirements as the Intent to Serve Letter issued pursuant to paragraph 1 of this Agreement.

4. The Parties agree that the Bank shall use reasonable diligence in processing the Project and that the Bank shall, commencing May 26, 2009, submit semi-annual reports to the District setting forth the status of the Project. Commencing November 26, 2011, should the District Board find, based on substantial evidence, that the Bank has not used reasonable diligence in processing the Project, it may, after notice and an opportunity for Bank to be heard and present evidence, revoke the Intent to Serve Letter.

5. Waiver. This Agreement is a full, mutual and general release and constitutes a full and final accord and satisfaction, extending to all claims of any nature that may exist between Bank, on the one hand, and District, on the other hand, whether known or unknown, suspected or anticipated by them to exist in their favor and regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of each of the matters mentioned herein. The Parties to this Agreement hereby expressly, voluntarily and knowingly waive, relinquish and abandon each and every right, protection and benefit to which they would be entitled now or at any time hereafter under Section 1542 of the Civil Code of California, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release,

[2]

which if known by him must have materially affected his settlement with the debtor.

6. Final Settlement. In making this voluntary express waiver of the protection of Section 1542 of the Civil Code of California, the Parties to this Agreement acknowledge that they may discover claims or facts in addition to or different from those which they know or believe to exist with respect to the matters mentioned herein. It is their intention to fully and forever settle and release any and all of such matters, claims and disputes, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, incident to such intention between the Parties. This Agreement is and shall remain a full and complete general release notwithstanding the discovery or existence of any such additional or different claims or facts.

7. No Assignment. The Parties represent and warrant that they have not heretofore collectively or individually assigned, transferred, or hypothecated or purported to have assigned or transferred or hypothecated or will in the future assign, transfer or hypothecate to anyone any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon or arising out of or pertaining to or concerning or connected with any matter, fact, event circumstance, or thing released herein.

8. No Admissions. Each Party acknowledges that this Agreement effects the settlement of claims which are denied by the Parties, and that nothing contained herein shall be construed as an admission of liability by or on behalf of either Party by whom liability is expressly denied. Neither this Agreement nor any of its terms shall be admissible in any proceeding brought by anyone not a party to this Agreement, as an admission of fact or law or in any proceeding between the Parties except in any proceeding to interpret or enforce its terms.

9. Authorization. To further the interest of the Parties to this Agreement, each Party warrants that it has the power to settle and release fully and completely all claims causes of action, demands, charges, and liabilities against the other Party to this Agreement. Each signatory signing this Agreement on behalf of a Party warrants that he or she is duly authorized and empowered to sign this Agreement on that Party's behalf.

10. No Inducement. The Parties declare and represent that no promises, inducements, or agreements not expressly contained herein were made, that this Agreement contains the entire agreement between the Parties, and that the terms of this Agreement are contractual and not recitals only.

11. Binding Effect. The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, predecessors-in-interest, successors-in-interest and assigns of the respective Parties hereto. The Parties, on the other hand, agree to forever refrain and forebear from commencing, instituting or prosecuting any such arbitration, action or other proceeding against one another based on, arising out of, or in connection with any claim, debt, liability, demand, obligation, cost, expense, action or cause of action that is released and discharged by reason of this Agreement.

12. Further Document. The Parties agree to sign all papers and to execute and deliver such additional documents as are required to effectuate each of the terms of this Agreement.

13. Representation. The Parties represent and acknowledge that they have conferred with and are represented by counsel of their own selection with respect to this Agreement and all matters covered by it. Each Party represents that it has been fully advised by counsel with respect to all rights which are affected by this Agreement.

14. No Modification. This document sets forth the entire Agreement between the Parties and may not be altered, amended or modified in any respect, except by writing duly executed by the Party to be charged. All earlier understandings and oral agreements are expressly superseded and are of no further force and effect.

15. Attorney's Fees. Each Party shall bear their attorney's fees and costs with respect to the preparation and enforcement of this Agreement.

16. California Law. This Agreement shall be governed by the laws of the State of California. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

17. Construction. This Agreement shall be construed without regard to who drafted same, and shall be construed as though all Parties hereto participated equally in the drafting of the Agreement.

18. Counterparts. For the convenience of the Parties, this Agreement, consisting of nine (9) pages, may be executed in counterparts, which shall together constitute the Agreement of the Parties as one and the same document.

19. Specific Enforcement. This Agreement shall be specifically enforceable.

20. Recitals. The Recitals set forth above are incorporated herein by this

reference.

21. This Agreement shall become effective on November 26, 2008.

Dated: November __, 2008

San Luis Trust Bank

By: _____

Dated: November __, 2008

Cambria Community Services District

By: _____

APPROVED AS TO FORM AND CONTENT:

Arthur R. Montandon, Esq.
Attorney for Cambria Community Services District

Farmer and Ready

Paul F. Ready, Esq.
Attorney for San Luis Trust Bank

Carmel and Naccasha LLP

Timothy J. Carmel, Esq.
Attorney for San Luis Trust Bank

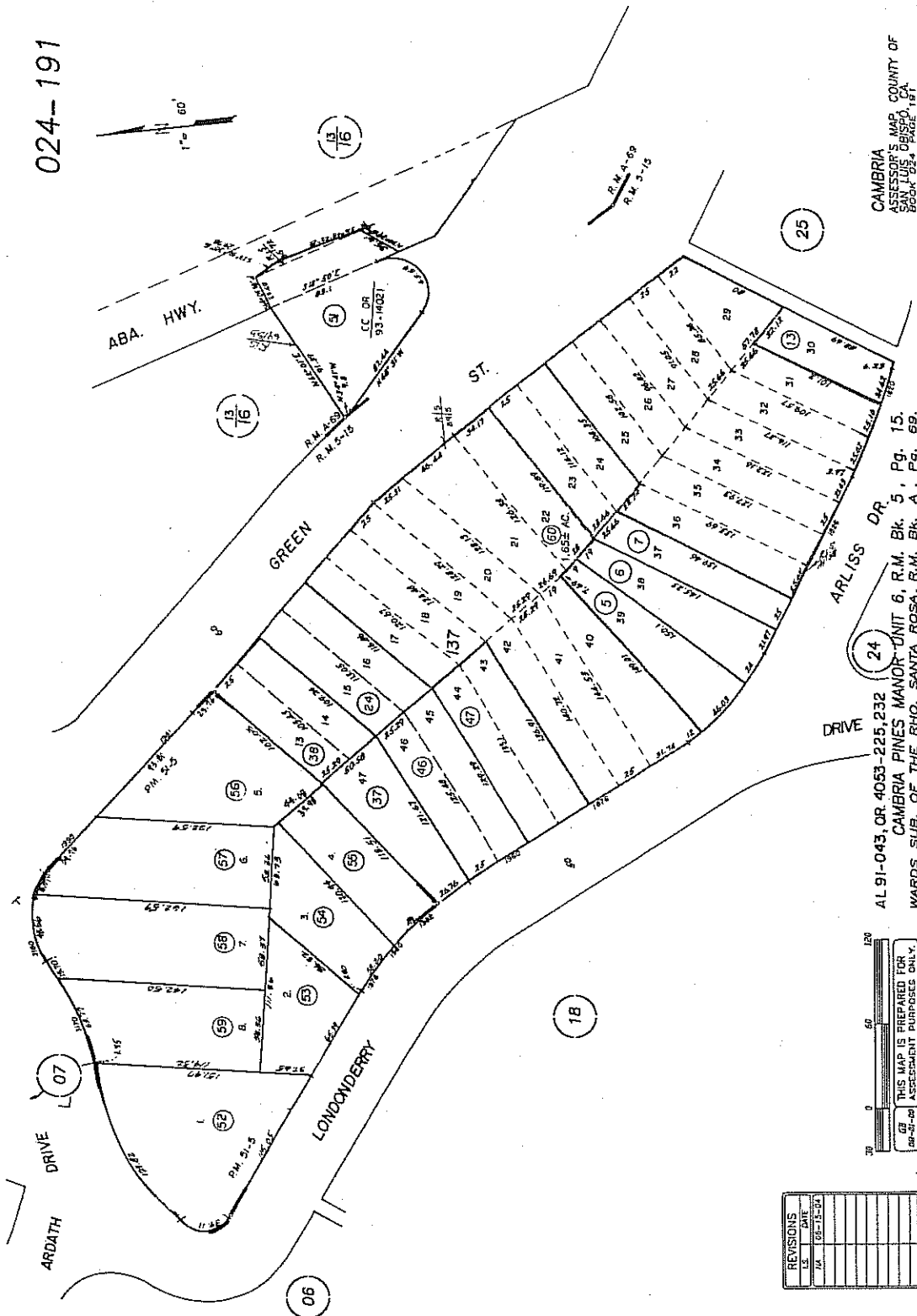
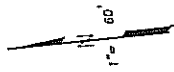
[5]

EXHIBIT "A"

Lots 17-22, inclusive, Lots 25-29, inclusive, Lots 31-36, inclusive and Lots 40-42 in Block 137 of Cambria Pines Manor Unit No. 6, County of San Luis Obispo, and State of California, according to map recorded July 2, 1930 in Book 5, Page 15 of Maps, in the office of the County Recorder of said County.

ASSESSOR'S PARCEL MAP

024-191



CAMBRIA
ASSESSOR'S MAP BOARD
1800 N. US HWY. 99
PO BOX 118

AL 91-043, OR 4053-225, 232
CAMBRIA PINES MANOR UNIT 6, R.M. Bk. 5, Pg. 15.
WARDS SUB. OF THE RHO. SANTA ROSA, R.M. Bk. A, Pg. 69.

0 60 120
THIS MAP IS PREPARED FOR
ASSESSMENT PURPOSES ONLY.

REVISIONS	
LS	DATE

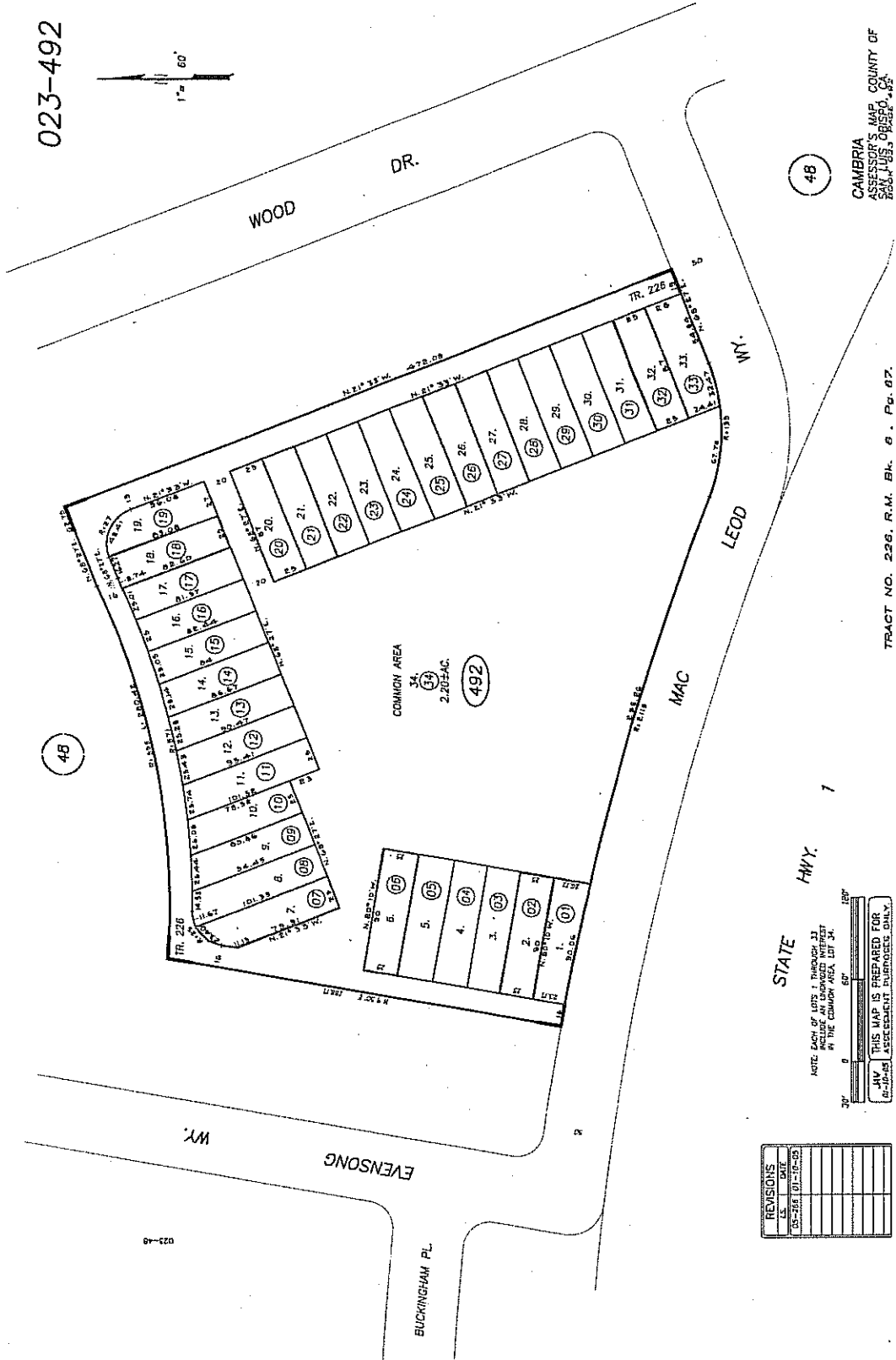
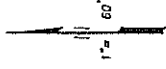
EXHIBIT "B"

Lots 1, 2, 6, 7, 18, 20, 21, 26, 27 and 32, Tract 226, Town of Cambria, County of San Luis Obispo, and State of California, according to map recorded December 22, 1961 in Book 6, Page 67 of Maps, in the office of the County of Recorder of said County.

EXHIBIT "B-1"

ASSESSOR'S PARCEL MAP

023-492



48

48

CAMBRIA
ASSESSOR'S MAP COUNTY OF
SAN LUIS OBISPO, CA
BOOK 105 PAGE 48

TRACT NO. 226, R.M. BK. 6 - Pg. 07.

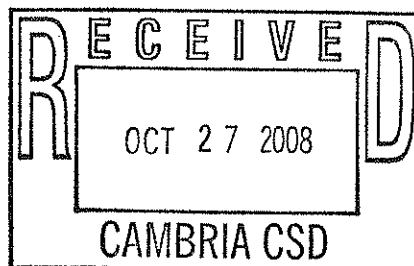
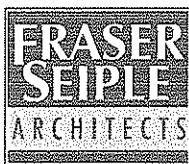
STATE

HWY.

NOTE: EACH OF LOTS 1 THROUGH 34
IN THE COMMON AREA LIST 34.

HWY. THIS MAP IS PREPARED FOR
ASSESSMENT PURPOSES ONLY.

REVISIONS	DATE	BY



October 23, 2008

Ms. Tammy Rudock, General Manager
Cambria Community Services District
1316 Tamson Drive, Suite 201
Cambria, CA 93428

RE: Time Extension, "Intent to Serve," Multi-Family Residential, APN 024-191-060

Dear Ms. Rudock:

This letter provides some additional information Mr. Lindsey and his consultant team would like to have considered when the subject request for a time extension is reviewed. An Application for Extension, fee, County printout, and a chronology of progress are being concurrently submitted to the CCSD. The following expands on the reasons the requested extension is necessary.

1. The County Planning and Building Department staff informed project representatives they would not process the Lindsey applications after the Board's tentative action to revoke the intent to serve letter in May of 2008, bringing progress there to a halt.
2. The Board's tentative action to revoke the intent to serve letter caused the Bank to call the loan on the property, defeating a refinance plan which was in place, and driving the property owner into a Bankruptcy filing. This slows down the development process by including the Bankruptcy Court in many development financing and processing decisions.
3. We are advised the Bank that is calling the J.E. Lindsey loan (San Luis Trust) also supports an extension, hoping to protect its collateral and allowing the proposed development plan for the property to be implemented by it. Mr. Lindsey has proposed cooperative application and development with the Bank's development team, as he will retain three lots among the current lots to which meter positions are assigned.

An extension of 18 months is requested. Mr. Lindsey would agree to continued progress reporting should the Board so desire. Please let us know if we may provide anything further in this regard. Thank you for your assistance with this request.

Sincerely,

Bruce D. Fraser, AIA
Principal
FRASER SEIPLE ARCHITECTS

October 23, 2008

Ms. Tammy Rudock, General Manager
Cambria Community Services District
1316 Tamson Drive, suite 201
Cambria, Ca. 93428

RE: Time Extension, "Intent to Serve," Multi-Family Residential, APN 024-191-060

Dear Ms. Rudock,

This is to clarify J.E. Lindsey Inc. position on the Project in Cambria. After the Boards tentative action to revoke the intent to serve letters in May of 2008, the unwillingness to give us a hearing to correct that action forced J.E.Lindsey Inc. to file Chapter 11. The freezing of our assets has caused a domino effect and we now have filed personal Chapter 11. We are now subject to court approval of any actions taken on the assets of the Corporation. We are applying for this extension as per your requirement and we hope that San Luis Trust Bank will accept our offer to swap lots so the Project can be kept as per Agreement. J.E.Lindsey Inc. and San Luis Trust Bank are scheduled for appearance in court on October 28, 2008. The outcome may require an amendment to the extension request.

We understand that at the September 25, 2008 closed session, the Board stopped the revocation process, but without an official letter from CCSD, which we have requested more than once, this action has been of no benefit to us.

Sincerely,

Joseph E. Lindsey

Phone 544-8402 Fax 544-4324

APPLICATION FOR EXTENSION

INTENT TO SERVE LETTER
CONNECTION PERMIT

Extension, if approved, is valid for 6 months on residential Intent to Serve Letters, and 12 months on Commercial Intent letters and all Connection Permits.

RESIDENTIAL COMMERCIAL

INSTRUCTIONS: Application for Extension shall be submitted at least thirty (30) days prior to expiration date of letter/permit. Applicant must provide proof that application(s) for a building construction permit and, if required for this project, a minor use permit, is/are actively being processed by the County Planning Dept. Application must include payment of Extension Fee per District Fee Schedule.

TODAY'S DATE: OCT. 21, 2008

EXPIRATION DATE of LETTER/PERMIT NOV. 25, 2008

OWNER'S NAME JOSEPH LINDSEY

PHONE # 544-8402

OWNER'S MAIL ADDRESS 1498 O'CONNOR WAY, SAN LUIS OBISPO, CA 93401

AGENT'S NAME/PHONE NO. JOHN BELSHER, BELSHER AND BECKER; 542-9900
BRUCE FRASER, FRASER SEIPLE ARCHITECTS; 544-6161

ASSESSOR'S PARCEL NUMBER 024-191-060

INTENT TO SERVE LETTER FIRST ISSUED (DATE): MAY 25, 2006

OF EXTENSIONS PREVIOUSLY REQUESTED 1

(REQUIRED) • Attach CURRENT (no more than 30 days old) COUNTY STATUS PRINT-OUT
showing RECENT activity on the project

(REQUIRED) • Building Permit/ Project No. B

(If applicable) • Minor Use Permit/ Project No. TRACT MAP/CUP NO. SUB2007-00107

• Have you started the foundation or construction? Yes No

Reason for this request:

A PROTRACTED SAN LUIS OBISPO COUNTY TECHNICAL AND ENVIRONMENTAL REVIEW PROCESS PROHIBITED MORE RAPID PROCESSING OF APPROVALS LEADING TO THE START OF CONSTRUCTION. FURTHER, THE MAY 2008 CCSD BOARD REVOCATION ACTION CAUSED SUSPENSION OF PROCESSING.

I/We understand that the General Manager/Board of Directors (as applicable) shall have full discretion to approve or disapprove the requested extension, and if granted, the extension shall be subject to any conditions which may be imposed.

/s/ Joseph S. Lindsey
Signature of Applicant or Authorized Agent

OCT. 21, 2008

Date

for office use

Extension Fee Paid _____

Extension DENIED _____

All documentation received _____

Reason for Denial _____

Board Action Date (if applicable) _____

Extension APPROVED _____

New Expiration Date _____

/s/Permits Specialist / for General Manager

Date

**LINDSEY MULTIFAMILY DEVELOPMENT
GREEN / ARLISS / LONDONDERRY SITE, CAMBRIA**

**FRASER SEIPLE ARCHITECTS
SUMMARY CHRONOLOGY OF PROJECT PROGRESS
June 1, 2008**

Following is a list of specific events and work sequences taken from Fraser Seiple Architects' time accounting records for the period February 14, 2007, through June 1, 2008. In addition to these events and sequences we maintained regular correspondence and telephone communication with Mr. Lindsey, and team subconsultants proceeded with their areas of work.

- | | |
|---------------------|--|
| Feb. 14, 2007 | Submitted MUP/CDP application for new project on Lot 42 |
| March 9, 2007 | Received additional information request for 2/14/07 submittal – new single family project will-serve required |
| March 16 – 19, 2007 | Ordinance research re basis for additional information request |
| March 19, 2007 | Meeting with Ryan Hostetter and Matt Jansen regarding old MUP applications, established deadline for response to information request |
| April 2 – 19, 2007 | Design and submittal materials for seven-unit multifamily project as replacement for existing seven MUP applications |
| April 19, 2007 | Seven new multifamily units submitted as response to information request for old MUP numbers |
| April 25, 2007 | Correspondence with Belsher & Becker, preparation of exhibits for CCSD Board meeting |
| May 8 – 18, 2007 | Site planning for 11-unit multifamily project on Green Street |
| May 21 – 23, 2007 | Preparation for CCSD Board meeting |
| May 24, 2007 | CCSD Board meeting |
| June 5 – 12, 2007 | Site planning for 11-unit project |
| June 26 - -28, 2007 | County correspondence re processing, likely additional information requests |
| July 4 – 19, 2007 | Floor plan, roof plan design for 11-unit project |
| July 20, 2007 | Start County application forms, CCSD status memo |
| July 26, 2007 | County meeting (Ryan Hostetter), proposal request to soils engineer |
| July 30, 2007 | Fee estimate for A/E team to Joe Lindsey for budgeting |
| August 2, 2007 | Meeting with soils engineer |
| August 7, 2007 | Review soils report, impacts on project |
| August 9 – 18, 2007 | Building section, elevation design |

August 20 – 24, 2007 Biological resource consultant contact, drafting of submittal drawings

August 27 – 28, 2007 Design refinement

Sept. 4 – 7, 2007 Design of tree replacement plan, grading/drainage plan, site amenities

Sept. 10 – 13, 2007 Design of landscape plan, refine grading, drafting of submittal drawings

Sept. 27, 2007 Status teleconference with biological resource consultant

Oct. 4 – 8, 2007 Correspondence with biological resource consultant

Oct. 15 – 19, 2007 Design of tract map, refinement of grading/drainage design and site amenities, completion of environmental statement

Oct. 30 – 31, 2007 Completion of application forms, printing and copying, assembly

Nov. 7, 2007 Internal plan check, drawing revisions

Nov. 8, 2007 Update of tree replacement plan for new ratios, contact with biological resource consultant

Nov. 14, 2007 CCSD status memo

Nov. 15, 2007 Intake meeting with County Planning

Nov. 20, 2007 Submittals to County

Dec. 20, 2007 Processing status meeting with County (Ryan Hostetter)

Jan. 4, 2008 Receipt of County Planning additional information request letter, contact with biological resource consultant

Jan. 7 – 9, 2008 County contact to clarify additional information request, solicitation of proposals for additional studies (visual resource survey, engineering geologist report)

Jan. 10 – 11, 2008 Consultant contact re proposal requests

Jan. 30, 2008 County meeting (Ryan Hostetter, Airin Singewald) re format of additional studies

Feb. 11, 2008 Additional background to consultants as requested

Feb. 14, 2008 Meeting with engineering geologist to confirm scope

Feb. 19, 2008 County meeting (Airin Singewald) re lot retirement language and ordinance conflicts

Feb. 20, 2008 Meeting with CDF re fire safety plan requirements, design of plan

March 17, 2008 Contact, status review with additional study consultants

March 19, 2008	Receipt of additional biological study requirements from County
March 24, 2008	Meeting with civil engineers re County Public Works requirements
March 31, 2008	Review report findings with geologist
April 9, 2008	CCSD meeting (Corey Ryan) to clarify assignment of intent to serve commitments
April 24, 2008	Receipt of final engineering geologist's report
April 28, 2008	CCSD telephone contact (Corey Ryan)
April 30, 2008	Meeting at site with County Public Works representatives, civil engineers to finalize offsite improvement requirements
May 6, 2008	County meeting (Ryan Hostetter, Airlin Singewald)
May 8, 2008	CCSD meeting (Art Montandon, Bryan Bode, Corey Ryan), submittal of project progress letter and supporting materials
May 12, 2008	Additional background materials to visual resource consultant
May 12 – 15, 2008	Coordination with civil engineers to implement revised street section, alignment
May 19, 2008	Additional materials documenting project progress to CCSD
May 22, 2008	CCSD Board meeting; Board action to revoke intent to serve

San Luis Obispo County
Department of Planning and Building
 County Government Center, San Luis Obispo, CA 93408 (805) 781-5600

[Home](#) [Status](#) [Parcel](#) [Help](#)

View Case Status

The information below summarizes the case you selected.

Case Number: SUB2007-00107 **Project Name:** **Parcel:** 024-191-060
Status: Information Hold

Application Date:	11/20/2007 9:23:30 AM
Address:	01870 LONDONDERRY LN CAMB
Type of Case:	CONC. TRACT MAP W/ CUP
Description:	11 LOT PUD FOR ATTACHED UNITS
Map:	TR 2966
Existing Lots:	1
Proposed Lots:	11
Coastal Zone:	YES

Activities

Type	Requested	Scheduled	Completed	Disp (done by)	
Planner Assignment	11/20/2007		12/14/2007	DONE	TKJ
Planning Intake	11/20/2007			DONE	
Fee Payment Received	11/20/2007		12/6/2007	DONE	LES
File Make up	11/20/2007		12/14/2007	DONE	TKJ
Community Advisory Council Mtg	11/20/2007				
Referrals Sent	11/20/2007		12/14/2007	DONE	TKJ
Site Viewing	11/20/2007				
Tract Map w/Concurrent LUP			11/20/2007	DONE	LES
INFORMATION HOLD LETTER SENT	3/28/2008	1/4/2008	1/4/2008	DONE	AMS

Fees

Item	Fee Amount
S31-Tract Map w/CUP/DP w/S	7,600.00
X44A-Public Wks TM per Lot	5,027.00
X10-Env Geologic Rev Major	2,252.00
C70-Coastal Zone TM PM	551.00
X62A-Hlth TM Public H2O/Swr	539.00

G11A - Gen Services Park Rev	100.00
X44B-Account Transfer Fee	11.00
X62B-Account Transfer Fee	11.00
G11B -Account Transfer Fee	11.00
Total Fees	16,102.00

Conditions

Title	Tag	Status
-------	-----	--------

Valuations

Item	Quantity	Grade	Type	Rate	Valuation
------	----------	-------	------	------	-----------

[Back to Search](#)

[Help](#)

[Top of Page](#)

Use this page to view the details of the selected case.

- To view parcel information for this case, click the parcel number at the top of the page.
- To go back to a previous page, click the Back button on your browser.
- To switch to a different page, click the navigation button at the top of this page.



Version: 3.4.1.20050617.01

Copyright © 2004 by Accela, Inc.

To comment on this page, send email to [Planning and Building Department](#)

Official Record

Document Number	Document Date	Pages	Document Type
2008012601	03/14/2008	2	NOTICE OF DEFAULT

Grantor

J E LINDSEY INC
LINDSEY JOE
LINDSEY JOSEPH E JR
LINDSEY MARY
LINDSEY MARY H
SAN LUIS TRUST BK

Grantee

[Back](#)

[New Search](#)



May 25, 2007

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

DIRECTORS:

Ilan Funke-Bilu
President

Joan Cobin
Vice President

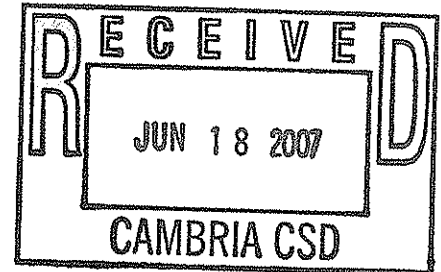
Peter Chaddock
Director

Gregory Sanders
Director

Donald Villeneuve
Director

Joe Lindsey
 1498 O'Connor Way
 San Luis Obispo, CA 93405

Subject: Time Extension, "Intent to Serve" Letter
 Multi-family Residential
 APN: 024.191.060



Dear Mr. Lindsey:

OFFICERS:

Tammy Rudock
General Manager

Arther R. Montandon
District Counsel

Kathy Choate
District Clerk

Enclosed is verification that your request for extension of the "Intent to Serve" letter for the above referenced project has been **CONDITIONALLY APPROVED**. On May 24, 2007 the CCSD Board of Directors ruled to approve the requested extension with the following conditions:

1. **Continuing progress** – There shall be continuing progress made towards the receipt of all development approvals for all of the EDUs allowed by this letter.
2. **Quarterly progress reports** – Commencing on September 1, 2007, and for every three-month period thereafter, the holder of this letter shall submit to the CCSD a status report of the development progress. This report shall be in narrative form and include all the actions taken to pursue development approvals. This report shall include copies of all correspondence from the permitting agencies.
3. **12-month review by CCSD Board of Directors** – This letter will be placed on the CCSD Board Agenda for May 2008. If at that time substantial progress has not been made on the development project for this letter it can be revoked by action of a majority of the Board. Substantial progress shall include but not be limited to application for all permits for the project along with approvals.

Your "Intent to Serve" letter is now valid through November 25, 2008.

Important benchmarks and deadlines are itemized below for which you are responsible for meeting.

You must approve and accept this letter and its terms and conditions. Sign at the bottom on the enclosed copy and return it in the pre-addressed stamped envelope also provided. If you have any questions please do not hesitate to contact this office at 927-6225.

Sincerely,
CAMBRIA COMMUNITY SERVICES DISTRICT


Tammy Rudock
General Manager


Enc. Approved Extension Application

PLEASE NOTE THESE IMPORTANT DEADLINES: (Must be done NO LATER THAN:)

- 1ST quarterly progress report..... 09/01/07
- 2nd quarterly progress report..... 12/01/07
- 3rd quarterly progress report..... 03/01/08
- Last day to submit info. for Board review at 5/22/08 Meeting..... 05/09/08 +
- 12 month review by Board..... 05/22/08
- 4th quarterly progress report..... 06/01/08
- 5th quarterly progress report..... 09/01/08
- Last day to file for "Intent Letter" extension (if eligible)..... 10/27/08
- Intent to Serve Letter expires..... 11/25/08

This Letter is not valid until approved and accepted.

This letter and its terms and conditions are hereby approved and accepted.

By: 
J.E. Lindsey



CAMBRIA COMMUNITY SERVICES DISTRICT

RESOLUTION NO. 40-2008
NOVEMBER 17, 2008

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING AGREEMENT FOR SETTLEMENT AND MUTUAL RELEASE
WITH SAN LUIS TRUST BANK

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. Approve agreement for settlement and mutual release with San Luis Trust Bank;
2. The General Manager is hereby authorized to execute this agreement on behalf of the Cambria Community Services District.

PASSED AND ADOPTED THIS 17th day of November 2008.

Joan Cobin, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Arther R. Montandon
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **8.A.**

FROM: Tammy Rudock, General Manager
Art Montandon, District Counsel

Meeting Date: November 17, 2008 Subject: Consider Request by Cen Cal
Development to Modify Intent to Serve
to CCSD APN 013.151.045.

RECOMMENDATION:

Staff recommends modification of Cen Cal Development's Intent to Serve to allow for assignment to CCSD APN 013.151.045 for a period of 24 months from today's meeting.

FISCAL IMPACT: None.

DISCUSSION:

On June 24, 2004 the CCSD entered into an Agreement with James and Janet Bahringer to purchase Assessor's Parcel Number (APN) 013.151.045 and allow the Bahringers to convert an Intent to Serve letter for four (4) multifamily units into four (4) Intent to Serve letters for four (4) single family residences. One of the conditions of the agreement was that all four (4) Intent to Serves must be transferred off the parcel within 24 months after the close of escrow.

The Bahringers have sold all of the Intent to Serve letters, however, one Intent to Serve still remains assigned to the CCSD parcel. The current owner of the Intent to Serve is Cen Cal Development. Cen Cal has submitted a written request to extend the time allotment for their Intent to Serve to be assigned to the CCSD property (attached).

It did not come to staff's attention until March of 2007 that the Intent to Serve was supposed to be transferred by August 16, 2006. At such time Cen Cal had a project in the works that had several parties involved and would require some time for all parties to secure financing and before the project would come to fruition. Staff allowed three 6-month extensions of the Intent to Serve while Cen Cal worked on this project.

Any future extensions of assignment to CCSD APN 013.151.045 by Cen Cal shall require CCSD Board approval.

Attachment: June 24, 2004 Bahringer Agreement
Cen Cal Development's Request for Extension of Assignment

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ COBIN ___ CHALDECOTT ___ FUNKE-BILU ___ SANDERS ___ CLIFT

Cambria Community Service District

November 8 2008

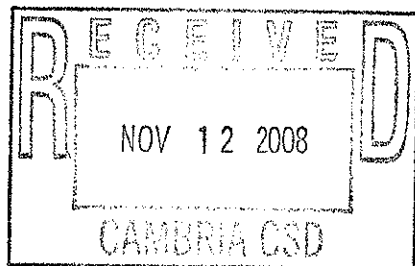
Time Extension "Intent to Serve" letter
013.151.045 C

Cen Cal Properties Have been trying to place this water meter on a lot .
Do to the cost of the land and the amount of money spent on water
Meter it has been very difficult , also to get the project funded has been very hard
this year. So we have asked for a time extension of your intent serve letter.
We are looking forward to placing this meter on a lot as soon as possible .
Thank you for your corporation in this matter.



Steve Pelle

805 927 4148



ESCROW NO.:
PARCEL NO.:
PROJECT:
TITLE REPORT NO.:

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this 27th day of June 2004, by and between Cambria Community Services District, a public agency, (hereinafter called "BUYER"), and James and Janet Bahringer, individuals (hereinafter called "SELLER"), for acquisition by BUYER of certain real property as hereinafter set forth.

RECITALS OF FACT

The parties enter this agreement in consideration of the recitals of fact which both agree to be true:

Seller owns that certain real property situated in the County of San Luis Obispo, State of California, and legally described in Exhibit A hereto (the "Property") together with four (4) multi-family intent to serve letters issued by Buyer with respect to the Property. Buyer has declared a water shortage emergency pursuant to Section 350 of the Water Code of State of California and adopted regulations and restrictions on new or additional service connections. The four multi-family intent to serve letters were issued prior to such declaration and providing water and sewer services pursuant to such letter by Buyer was not currently restricted or prohibited by such declaration. The Seller is willing to sell, transfer and convey the Property to Buyer in consideration for the conversion of such multi-family intent to serve letter to four (4) single family residence intent to serve letters that are not restricted or prohibited by such declaration and in consideration of the other agreements, covenants and restrictions herein. Buyer has determined that the conversions will conserve water resources available to it by the retirement of this multifamily parcel and is willing to acquire the Property under the terms and conditions herein.

Seller is owner of that certain real property across Main St., Cambria, commonly known as 2735 Main St., Cambria, CA ("Seller's Residential Property.")

**IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS
FOLLOWS:**

1. **AGREEMENT TO SELL AND PURCHASE.** SELLER agrees to sell to BUYER, and BUYER agrees to purchase from SELLER, upon the terms and for the consideration set forth in this agreement.
2. **CONSIDERATION.** The consideration given by the BUYER shall be the conversion of four of the multi-family intent to serve letters, currently issued for this property, to single family intent to serve letters that may be transferred from the Property. BUYER makes no guarantee as to the value of the intent to serve

letters that may be transferred from these premises. The SELLER may transfer no other rights from the property. SELLER shall be responsible to process the transfer and for all of the fees and any expense associated with the transfer of the intent to serve letters and must complete the transfers within 24 months after the close of escrow. SELLER understands that the BUYER'S Board of Directors has to adopt an amendment to its ordinance to authorize the transfer set forth above and that as a legislative body the Board of Directors cannot be bound by this agreement to exercise its legislative authority in a particular manner. BUYER agrees that the Property is an "alternate parcel" as set forth in Ordinance 08-2003 Section 2.5-10, subsection 6 and satisfies the conditions of part a. of such subsection and any requirement for a restricted retired lot, for any and all transfers of the converted intent to serve letters and that it will refund any money no longer required for retrofit and other fees.

In addition BUYER agrees to maintain approximately 60% of the Property as open space and use the Property as follows:

- a) Passive daytime public recreational activities;
- b) Occasional daytime special events;
- c) Construction and use a public office building, after good faith negotiations with sellers regarding the location and appearance of the structures and access facilities.
- d) There shall be no nighttime lighting except for public safety purposes to support the public office building if and when constructed and, subject to the other terms herein, low level lighting for parking.
- e) Water well drilling, facilities, and operation;

Specifically prohibited uses include:

- a) Overnight storage of goods or equipment, or temporary structures.
- b) Overnight parking of vehicles except to support the Public office building if and when constructed and in that event not exceeding 4000 pounds in weight
- c) Subdivision of the parcel except as required by a governmental permitting agency;
- d) Grant of third party easements except as required by a governmental permitting agency; and
- e) Selling any or all of the Property without offering a first right of refusal to the Seller.

These restrictions and covenants shall survive closing and be embodied in a subsequent document to be recorded in the chain of title. These restrictions shall run with the Property and inure to the benefit of the Seller and the successors and assigns of Seller's Residential Property. SELLER understands that the subsequent recorded document has to be approved at a public meeting of the BUYER's Board of Directors.

3. **CONVEYANCE OF TITLE.** SELLER agrees to convey by Grant Deed to BUYER marketable title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes.

4. **TITLE INSURANCE POLICY.** Escrow Agent shall, following recording of deed to BUYER, provide BUYER with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$1,000,000.00 issued by the First American Title Company showing title to the Property vested in BUYER and the printed exceptions and stipulations in said policy. BUYER and SELLER agree to each pay for half the cost of the premium charged therefore.
5. **ESCROW.** BUYER agrees to open an escrow in accordance with this Agreement at the Title Company. This Agreement constitutes the joint escrow instructions of BUYER and SELLER, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties as needed or required by the Escrow agent may sign supplemental instructions. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

SELLER shall execute and deposit into escrow a deed. As soon as possible after opening of escrow, BUYER will deposit a Certificate of Acceptance in escrow. BUYER agrees to deposit the purchase price upon demand of Escrow Agent. BUYER and SELLER agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow trust account(s) and may be transferred to any other such escrow trust account in a State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

6. **ESCROW AGENT IS AUTHORIZED TO, AND SHALL:**

- A. Pay and charge SELLER for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property;
- B. Pay and charge BUYER and SELLER for any escrow fees, charges and costs payable under this Agreement,
- C. Disburse funds, record documents, and deliver deed when BUYER and SELLER have fulfilled conditions of this escrow.

The term "close of escrow" if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

7. **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If this escrow is not in condition to close

within sixty (60) days from date of these instructions, any party who then shall have fully complied with his instructions may, in writing, demand the return of his Property, but if none have complied no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all other parties at their respective addresses shown in these escrow instructions, and if any objections are raised with said five (5) day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing this escrow as soon as possible.

Responsibility of Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 11 and 12 and to its liability under any policy of title insurance issued in regard to this transaction.

8. **ESCROW FEES CHARGES AND COSTS.** BUYER and SELLER agree to pay all usual fees, charges and costs charged to BUYERS and SELLERS which arise in this escrow.
9. **RENTALS AND OCCUPANCY BY SELLER.** SELLER agrees to execute a complete, current and correct statement of rentals on form furnished to SELLER and delivers it to BUYER within fifteen (15) days hereof with copies of any written leases and rental agreements attached. All rents will be pro-rated as of the close of escrow on the basis of a thirty (30) day month consistent with that statement, subject to approval of BUYER. SELLER hereby warrants that the rental statement referred to shall include the terms of all rental agreements, tenancies and leases (written, unwritten, recorded or unrecorded).
10. **PERMISSION TO ENTER ON PREMISES.** SELLER hereby grants BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections, with reasonable notification.
11. **COUNTERPARTS.** This agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.
12. **CLOSING STATEMENT.** SELLER hereby authorizes and instructs Escrow Agent to release a copy of SELLER's closing statement to BUYER purpose being to ascertain if any reimbursements are due SELLER.
13. **FORCE MAJUERE.** If SELLER is prevented by any act of God or by the action of any Court or administrative agency from completing the transfer of the letters within the twenty-four month period as required by Section 2 hereof, the running of such period shall be tolled during the time of such disability.

14. The terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.
15. This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

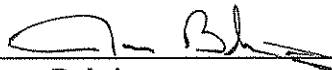
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as set forth above.

Cambria Community Services District (Buyer)

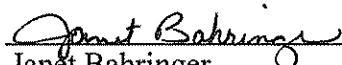


Tammy Rudock, Assistant General Manager

Bahringers (Sellers)



James Bahringer



Janet Bahringer

ACTION / STEPS:		RESULT: 4 MF becomes 4 SF in new subcategory of Non-active Service Commitments not subject to moratorium			
4 unit Multi-Family (MF) Intent to Serve (ITS) Letter 013.151.045		→			
1) Board approves separation and conversion of 4-unit MF to 4 Single-Family (SF) meters, and changes status to "Deferred Commitments," upon deed of Bahringer's parcel to CCSD.	Who: Bahringer What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145A	Who: Bahringer What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145B	Who: Bahringer What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145C	Who: Bahringer What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145D	Who: Bahringer What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145D
2) Bahringer <u>Assigns each meter to a new owner</u> . Needs notarized signatures on application form, no Grant Deed, just Bill of Sale, and "Final Approval" per normal process. (may be done within Escrow)	Who: New Owner-A What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145A	Who: New Owner - B What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145B	Who: New Owner - C What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145C	Who: New Owner - D What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145D	Who: New Owner - D What: 1 unit SF ITS Status: Deferred Commitment Where: 013.151.045 Tracking: 1315145D
2A) For each 6 months beyond 12/1/04 an Extension Fee shall be due, to maintain service commitment for each meter. Extension Fee \$	\$475.	\$475.	\$475.	\$475.	\$475.
2B) For each Fiscal Year (July-June) that meter remains a non-active commitment, an annual wait list maintenance fee shall be due. Annual Wait List Fee:	\$200.	\$200.	\$200.	\$200.	\$200.
3) No later than 2 years from close of escrow, each new owner Transfers meter to their property . No retired lot required, Prelim on receiver property only (use custom Covenant as was done for Phillips property.)	Who: New Owner A What: 1 unit SF ITS Status: Deferred Commitment Where: New APN Tracking: 1315145A	Who: New Owner B What: 1 unit SF ITS Status: Deferred Commitment Where: New APN Tracking: 1315145B	Who: New Owner C What: 1 unit SF ITS Status: Deferred Commitment Where: New APN Tracking: 1315145C	Who: New Owner D What: 1 unit SF ITS Status: Deferred Commitment Where: New APN Tracking: 1315145D	Who: New Owner D What: 1 unit SF ITS Status: Deferred Commitment Where: New APN Tracking: 1315145D
Transfer Fee \$	\$598	\$598	\$598	\$598	\$598
4) Intent to Serve (ITS) letters reissued. Time Line Begins again. Valid for 18 months.	Who: New Owner A What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner B What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner C What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner D What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner D What: 1 unit SF ITS Status: Active Intent to Serve
5) New retrofit requirements due within 60 days, based on new project's location and size. If parcel over 8,000 sq ft, cistem also required.	Who: New Owner A What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner B What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner C What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner D What: 1 unit SF ITS Status: Active Intent to Serve	Who: New Owner D What: 1 unit SF ITS Status: Active Intent to Serve
6) Building permits must be obtained from County within 18 months of Intent Ltr date.	\$7,000-\$15,000 est	\$7,000-\$15,000 est	\$7,000-\$15,000 est	\$7,000-\$15,000 est	\$7,000-\$15,000 est
7) New Connection allowed upon presentation of issued County Building Permit and Payment of Connection Fee \$	Who: New Owner - A What: Active Service A \$5,485	Who: New Owner - B What: Active Service B \$5,485	Who: New Owner - C What: Active Service C \$5,485	Who: New Owner - D What: Active Service D \$5,485	Who: New Owner - D What: Active Service D \$5,485
Total	\$13,628 to \$21,628	\$13,628 to \$21,628	\$13,628 to \$21,628	\$13,628 to \$21,628	\$13,628 to \$21,628