



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, December 7, 2023 - 1:00 PM

1000 Main Street Cambria, CA 93428

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

In person at:

**Cambria Veterans' Memorial Hall
1000 Main Street, Cambria, CA 93428**

AND via Zoom at:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/82602291818?pwd=R2NoY2srcG4vaVpCOEpoS09EMGhnQT09>

Passcode: 107306

Or One tap mobile:

US: +16694449171,,82602291818# or +16699006833,,82602291818#

Or Telephone: dial *6 to mute/unmute; dial *9 to raise/lower hand

Dial (for higher quality, dial a number based on your current location):

US: +1 669 444 9171 or +1 669 900 6833 or +1 346 248 7799 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860

Webinar ID: 826 0229 1818

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Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the CCSD Administration Office, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at <https://www.cambriacsd.org/>. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact the Confidential Administrative Assistant at 805-927-6223 at least 48 hours before the meeting to ensure that reasonable arrangements can be made. The Confidential Administrative Assistant 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**
- E. President's Report**
- F. Election of Officers**
- G. Agenda Review**

2. BOARD MEMBER COMMUNICATIONS

Any Board Member may make an announcement, report briefly on his or her activities, or ask a question for clarification.

3. PUBLIC COMMENT

Members of the public may now address the Board on any item of interest within the jurisdiction of the Board but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Board cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

4. REGULAR BUSINESS

- A.** Discussion and Consideration of Standing Committee Chair and Liaison Appointments
- B.** Discussion and Consideration of Adoption of Resolution 59-2023 Establishing the 2024 CCSD Regular Board Meeting Schedule
- C.** Discussion and Consideration to Approve an Agreement for Consultant Services with CSG Consultants for Fire Protection Plan Review Services
- D.** Discussion and Consideration to Approve a Memorandum of Understanding (MOU) for the Central Coast Regional Biosolids Cooperative
- E.** Discussion and Consideration of Ad Hoc Committee Report for Brine Waste Disposal Options
- F.** Discussion and Consideration of Adoption of Resolution 60-2023 Approving a Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority
- G.** Discussion and Consideration to Approve the Intent to Serve Letter for the East Fiscalini Ranch Park Restroom and Amend the Park Master Plan to Allow for Water Using Restroom Design

5. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

- A.** Finance Committee's Report
- B.** Policy Committee's Report
- C.** Resources & Infrastructure Committee's Report
- D.** PROS Committee's Report
- E.** Other Liaison Reports and Ad Hoc Committee Reports

6. FUTURE AGENDA ITEM(S)

This is an opportunity to request a formal agenda report be prepared and the item placed on a future agenda. No formal action can be taken except to direct the General Manager to place a matter of business on a future agenda by majority vote

7. ADJOURN TO CLOSED SESSION

- A.** CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section

54957.6

Agency Designated Representative: Matthew McElhenie, General Manager

Unrepresented Employee Organization: Management and Confidential Exempt Employees

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8

Property: 2950 Santa Rosa Creek Road, Cambria, CA – APN: 013-081-075 Agency

Negotiators: General Manager Matthew McElhenie and District Counsel Timothy J. Carmel

Negotiating Parties: Coast Unified School District

Under Negotiation: Lease or Easement/Fee Purchase, Price and Terms of Payment

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **1.F.**

FROM: Matthew McElhenie, General Manager

Meeting Date: December 7, 2023

Subject: Election of Officers

RECOMMENDATIONS:

It is recommended that the Vice President of the Board of Directors opens, accepts nominations, closes, and takes a roll call vote for the office of President of the Board of Directors. The new President will open, accept nominations, close, and take a roll call vote for the office of Vice President.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Section 1.4 and 1.4 (a) of the Board of Director Bylaws states that the President and Vice President of the Board shall be elected annually at the first regular meeting in December, and the term of office shall commence immediately upon election and continue until replaced. Board Members shall rotate into the positions of Board President and Vice President, with the Board Member who has served the longest since elected serving as President and the Board Member with the next longest tenure on the Board serving as Vice President. Following such Board Members' one year of service in each position, the Board Member serving as Vice President shall rotate to the position of President, and the Board Member that has served as President shall return to the position of Board Member. The Board Member who has served the next longest then rotates into the position of Vice President. In the event one or more Board Members are eligible to become President or Vice President and were last voted into office at the same election, the open position shall first go to the Board Member who received the most votes in that election, followed by the Board Member who received the next highest number of votes. Any Board Member may decline their appointment to the position of President or Vice President. The appointment of officers shall be subject to the affirmative vote of the full Board.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.A.**

FROM: Matthew McElhenie, General Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration of
Standing Committee Chair and
Liaison Appointments**RECOMMENDATIONS:**

It is recommended that the Board of Directors review the Standing Committee Chair and Liaison appointments, determine if the election of officers affects the current appointments, and make new appointments, as necessary.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

The Board of Directors should review and appoint one CCSD Board Member as Chairperson to each standing committee. Section 2.3 (a) of the CCSD Standing Committee Bylaws identifies the appointment method: "The Chairperson shall be chosen annually from members of the Board of Directors by majority vote of the Board." The current Committee Chairpersons are as follows:

- Finance Committee: Tom Gray
- Resources and Infrastructure Committee: Karen Dean
- Policy Committee: Debra Scott
- PROS Committee: Michael Thomas

It is recommended that the Board of Directors make new appointments as necessary for the Standing Committee Chair and Liaison appointments.

2023 COMMITTEE AND LIAISON ASSIGNMENTS

STANDING COMMITTEE ASSIGNMENTS			
Scope	Director	Public Member	Responsibility
Finance Committee	Director Gray	Cheryl McDowell Karen Chrisman David Pierson Scott McMann Keith Hinrichsen	<p>A. Provide review for transparent budget processes and financial management that promote fiscal stability and instill public trust.</p> <p>B. Support and work directly with the CCSD General Manager and Finance Manager in enhancing financial integrity and monetary discipline.</p> <p>C. Discuss and receive public input during committee meetings and advise the Board of Directors on financial matters.</p> <p>D. Provide financial review, assessment, and recommendation to CCSD Board of Directors regarding potential funding sources available to the District from private, public, County, State or federal entities.</p> <p>E. Support other Standing Committees' fiscal review needs.</p>
Resources & Infrastructure Committee	Director Dean	Derrick Williams Juli Amodei James Webb Steven Siebuhr Mark Meeks	<p>A. Assess existing resources and gather information regarding infrastructure and resource needs of the community.</p> <p>B. Support and work directly with the CCSD General Manager, District Engineer and/or Utilities Manager in identifying/defining plans to meet the infrastructure needs of the community, working within the bounds of current and potential resources and priorities of the District.</p> <p>C. Provide recommendations to the Board of Directors regarding actions to meet the community's infrastructure needs.</p> <p>D. Support other Standing Committees' resource and infrastructure review needs.</p>
Policy Committee	Director Scott	Gordon Heinrichs Ted Key Claudia Harmon Worthen Jim Townsend Donn Howell	<p>A. Review existing operational and governance policies that the Board has identified as requiring assessment, update, or organization for consistency with other existing policies; Identify potential areas of policy needs not currently addressed in the CCSD Policy Handbook and develop needs assessments regarding impact due to lack of policy and immediacy of need. The Committee Chair shall provide the needs assessments to the Board members for consideration. If the Board determines that a policy is required, the Board shall proceed according to the existing Policy No. 1000 ("Adoption/Amendment of Policies") and (for policies to be included in the District Policy Handbook) the "Policy Handbook Checklist" adopted on November 10, 2022</p> <p>B. Support other Standing Committees' policy review needs.</p>
PROS Committee	Director Thomas	Steve Kniffen Kermit Johansson Jim Bahringer Shannon Sutherland Jeff Wilson	<p>A. Assess existing resources and gather information regarding the parks, open space and recreational needs of the community.</p> <p>B. Establish collaborative working relationships with relevant public and private organizations.</p> <p>C. Support and work directly with the CCSD General Manager and Facilities & Resources Manager to create plans for meeting the needs of the community within the bounds of current and potential resources.</p> <p>D. Recommend plans of action to the Board regarding meeting the community needs for parks, recreation and open space.</p> <p>E. Facilitate communication with the residents of Cambria both to update community priorities for parks, recreation and open space, and to obtain community support for planned actions.</p>

LIAISON ASSIGNMENTS			
Scope	Director	Public Member	Responsibility
Cambria Fire Safe Focus Group	Gray		
Cambria Forest Committee	Farmer		
Friends of Fiscalini Ranch Preserve	Farmer		
North Coast Advisory Council	Thomas		
San Simeon CSD	Scott		
California Coastal Commission	Gray		

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.B.**

FROM: Matthew McElhenie, General Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration of Adoption of Resolution 59-2023 Establishing the 2024 CCSD Regular Board Meeting Schedule

RECOMMENDATIONS:

It is recommended that the Board of Directors discuss and consider approving the proposed 2024 Regular Board meeting dates and adopt Resolution 59-2023, establishing the 2024 CCSD Regular Board Meeting Schedule.

FISCAL IMPACT:

The budget includes a maximum of \$600 per month for each Director, as established by State law.

DISCUSSION:

According to Board of Director Bylaws Section 2.2, “Regular meetings of the Board of Directors shall be on the second and third Thursday of each calendar month in the Veterans Memorial Hall, located at 1000 Main Street, Cambria, unless otherwise directed by the Board of Directors. The time for holding Regular meetings of the Board of Directors shall be established by resolution.” The Board has the authority to amend this schedule as the need arises.

In conformance with Bylaw Section 2.2, all proposed 2024 regular meeting dates are on the second and third Thursday of each month at 1:00 pm.

Attachments: Resolution 59-2023 and Exhibit A

RESOLUTION NO. 59-2023
DECEMBER 7, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
ESTABLISHING THE 2024 CCSD REGULAR BOARD MEETING SCHEDULE

BE IT RESOLVED that the Cambria Community Services District Board of Directors does hereby adopt the 2024 Regular Board Meeting Schedule, attached hereto as Exhibit A and incorporated herein by reference. In conformance with Bylaw Section 2.2, all proposed 2024 regular meeting dates will be held on the second and third Thursdays of each month.

PASSED AND ADOPTED THIS 7th day of December 2023.

_____, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

Exhibit A



CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS 2024 REGULAR MEETING SCHEDULE

January 11, 2024, at 1:00 p.m.

January 18, 2024, at 1:00 p.m.

February 8, 2024, at 1:00 p.m.

February 15, 2024, at 1:00 p.m.

March 14, 2024, at 1:00 p.m.

March 21, 2024, at 1:00 p.m.

April 11, 2024, at 1:00 p.m.

April 18, 2024, at 1:00 p.m.

May 9, 2024, at 1:00 p.m.

May 16, 2024, at 1:00 p.m.

June 13, 2024, at 1:00 p.m.

June 20, 2024, at 1:00 p.m.

July 11, 2024, at 1:00 p.m.

Exhibit A

July 18, 2024, at 1:00 p.m.

August 8, 2024, at 1:00 p.m.

August 15, 2024, at 1:00 p.m.

September 12, 2024, at 1:00 p.m.

September 19, 2024, at 1:00 p.m.

October 10, 2024, at 1:00 p.m.

October 17, 2024, at 1:00 p.m.

November 14, 2024, at 1:00 p.m.

November 21, 2024, at 1:00 p.m.

December 12, 2024, at 1:00 p.m.

December 19, 2024, at 1:00 p.m.

Regular meetings are subject to cancellation and will be held at the Veterans' Hall dining room located at 1000 Main Street, Cambria, CA 93428 and via Zoom Webinar. Special meetings may be held on other dates, subject to 24-hour notice.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.C.**FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration to Approve
an Agreement for Consultant Services with
CSG Consultants for Fire Protection Plan
Review Services**RECOMMENDATIONS:**

It is recommended that the Board of Directors discuss and consider approving an Agreement for Consultant Services with CSG Consultants for Fire Protection Plan Review Services.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

CCSD customers and the Conservation & Permits unit of the Utilities Department depend on the professionally credentialed fire protection engineers on staff to provide fire plan reviews and inspections during the pre-permit review and final building inspection processes, which result in the issuance of CCSD Will-Serve and Fire Plan Review documents required by of San Luis Obispo Department of Planning & Building to inform their permitting and final building inspection processes. It is necessary that the District contract for these highly specialized services to restore Will-Serve and Fire Plan Review processes for its residents and the County Planning & Building Department.

In early October, staff requested qualifications and fee schedules from four potential fire protection plan review service providers and contacted the County Cal-Fire Fire Marshal and City of Morro Bay Fire Chief for their input. Only one favorable response was received: a proposal from CSG Consultants. CSG Consultants specializes in and has extensive experience with fire plan review, fire inspection, code interpretation, and wildland-urban interface services in San Luis Obispo County and throughout the State. Reference verifications by CCSD staff with the County Building Division Manager, Cal Fire Marshal, and the City of Morro Bay Fire Chief attest to CSG's experience, competence, and distinction, as does the recent contract award to CSG by the City of Arroyo Grande for similar services.

Fees for services such as these are subject to Government Code Section 66014 and the Mitigation Fee Act. As such, where the contractor's rates are lower than posted District fees, the District must refund any difference to its customers. Conversely, where the contractor's rates exceed those of the District, e.g., on-site inspections, the District must absorb the difference until the entire CCSD Fee Schedule can be revised. However, these on-site inspections are infrequent, and the costs to be absorbed are minimal.

It is recommended that the Board of Directors approve an Agreement for Consultant Services with CSG Consultants for Fire Protection Plan Review Services.

Attachments: Agreement for Consultant Services
CSG Proposal for Fire Protection Plan Review Services

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of December ___, 2023 between **CSG CONSULTANTS** (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political corporation of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on December ___, 2023 and shall remain and continue in effect until all consulting services described in the Proposal have been performed, unless sooner terminated in accordance with the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in the proposal dated October 10, 2023 (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Bryan Spain, PE, CASp, Regional Operations Manager shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit “A.”

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District; or
- (d) End of the Agreement term specified in Section 1.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents,

employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant

12. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit “B,” attached hereto and incorporated herein as though set forth in full.

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant’s exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents, except as set forth in this Agreement. Consultant

shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cambria Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cambria Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subContractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery

request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Matthew McElhenie, General Manager
Cambria Community Services District
PO Box 65
Cambria, CA 93428

Copy to: Timothy J. Carmel
Carmel & Naccasha, LLP
694 Santa Rosa St
San Luis Obispo, CA 93401

To Consultant: CSG Consultants
809 9th Street, Suite 2A
Paso Robles, CA 93446

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

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

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit "A," attached hereto and previously incorporated herein. Should there be any conflict between the terms of the Proposal and the terms of this Agreement, this Agreement shall prevail.

23. **CONSTRUCTION**

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

24. **AMENDMENTS**

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

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

CSG CONSULTANTS

By: _____
Matthew McElhenie, General Manager

By: _____
Cyrus Kianpour, PE, PLS

President, CSG Consultants

ATTEST:

Haley Dodson, Confidential Administrative Assistant

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A
CSG Consultants' Proposal

EXHIBIT BINSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

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

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

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

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

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

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

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

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

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

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

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

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

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

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to

expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

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

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

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

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

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

Cambria Community Services District

FOR FIRE PROTECTION SERVICES
(Emergency Contract)

October 10, 2023



806 9th Street, Ste 2A
Paso Robles, CA 93446

805.693.2670 phone
650.522.2599 fax

www.csgegr.com



Employee-Owned

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Cover Letter

SECTION

1

October 10, 2023

Tristan Reaper
 Programs Manager
 Cambria Community Services District
 1316 Tamson Drive
 Cambria, CA 93428

Re: Proposal for Immediate Fire Services (Emergency Contract)

Dear Mr. Reaper,

Thank you for the opportunity for **CSG Consultants (CSG)** to present its proposal to the Cambria Community Services District (CCSD) for fire protection services. We understand the CCSD has an immediate need to supplement staff for a variety of services.

Recently, CSG promptly and seamlessly stepped in to assist the City of Arroyo Grande's building division needs while a formal RFP was being developed. As a result of our prompt and professional services and the formal interview process, CSG was also subsequently awarded the long-term contract. We support numerous public agencies with our services and have assembled a talented staff of fire plan reviewers, inspectors, Fire Marshals and Fire Protection Engineers to serve CCSD.

Considering our extensive experience in delivering fire plan review, fire inspection, code interpretation/enforcement, and wildland urban interface services, CSG's fire prevention team is well-prepared to assist the District. All CSG fire prevention staff are certified professionals, with extensive experience in fire & life safety, fire protection systems, special hazards, and code development. Many of our proposed staff members are cross-trained in multiple service levels, providing our clients with increased efficiency. A small sampling of agencies, for which we have provided fire prevention services includes:

- ▶ *South San Joaquin County Fire Authority*
- ▶ *American Canyon Fire Protection District*
- ▶ *North Central Fire Protection District*
- ▶ *City of Arroyo Grande*
- ▶ *City of Sacramento*
- ▶ *City of Grover Beach*

Bryan Spain, P.E., CASp, will serve as the primary contact and can answer any questions related to our proposal and/or services. His contact information is as follows:

Bryan Spain, P.E., CASp, Project Manager/Principal Plan Check Engineer
 806 9th Street, Suite 2A, Paso Robles, CA 93446
 (805) 490-6058 *Mobile* | (805) 693-2670 *Office* | bryans@csgengr.com *Email*

We look forward to an opportunity to assist the District with our fire services. Please do not hesitate to contact Mr. Spain should you have any questions or require additional information.

Sincerely,

Cyrus Kianpour, PE, PLS
 President, CSG Consultants



Company Profile

SECTION

2

CSG Consultants, Inc. (CSG) is an employee-owned, California company with our headquarters in Foster City, and additional offices in Paso Robles, San Jose, Pleasanton, Newman, Orange, and Fresno. Founded in 1991, **CSG performs work solely for public agencies**, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our clients. The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences, having held positions with communities facing similar development opportunities as the CCSD.

NAME OF FIRM: CSG Consultants, Inc.

PRIMARY CONTACT: Bryan Spain, PE, CASp | Regional Operations Manager (Building Services)

HEADQUARTERS: 550 Pilgrim Drive, Foster City, CA 94404
(650) 522-2500 *phone*, (650) 522-2599 *fax*
www.csngenr.com | info@csngenr.com

REGIONAL OFFICES: 3150 Almaden Expressway #255, *San Jose*, CA 95118
3875 Hopyard Road, Suite 141, *Pleasanton*, CA 94588
930 Fresno Street, *Newman*, CA 95360
3707 W. Garden Grove Boulevard, *Orange*, CA 92868
2121 North Palm Avenue, Suite 530, *Fresno*, CA 93704
1303 J Street, Suite 270, *Sacramento*, CA 95814

LOCAL OFFICE: 809 9th Street, Suite 2A, *Paso Robles*, CA 93446

YEARS IN BUSINESS: 32 • Founded in 1991

TYPE OF BUSINESS: California Corporation • Incorporated June 15, 2000 • Federal ID: 91-2053749

STAFF COMPOSITION

Our multi-disciplined municipal services staff consists of the following types of professionals:

- Building Plan Reviewers & Inspectors
- Fire Plan Reviewers & Inspectors
- Structural Engineers
- Plan Review Engineers
- Fire Protection Engineers
- Building Officials
- CASp Professionals
- Permit Technicians
- Planning Professionals
- Code Enforcement Officers
- Grading Improvement Plan Reviewers & Inspectors
- Civil Engineers
- Construction Managers
- Construction Inspectors
- Information Technology Professionals
- Sustainability Professionals

Approach to Work

SECTION

3

FIRE PREVENTION SERVICES OVERVIEW

CSG's Fire Services staff are all certified fire prevention officers through the California Fire Marshal's office with at least three years of experience working in full time Fire Prevention Bureaus. With our vast experience with numerous agencies, we have familiarity with different report management systems such as Zoll, Fire RMS, Fire House, and similar programs.

The extensive and ever-evolving regulations affecting the design and construction of today's complex buildings require specialized code training, education, and experience—while tight schedules and budgets require movement of plans through the permit process quickly and efficiently— yet thoroughly examined and inspected. CSG employs a team of professionally certified fire plan reviewers, fire inspectors, fire protection engineers, and fire marshals to support fire prevention services, review plans, and inspect structures for code compliance. CSG's expertise is multi-faceted, gained from extensive experience in plan review, code enforcement, code development, code instruction as well as fire suppression. Members of our Fire Prevention Division are recognized for their service on local, state and national code (ICC and NFPA) development committees and advisory groups.

Our fire prevention services team delivers:

- *Expeditious code analysis with innovative, expert solutions that meet code requirements—protecting occupants, property and emergency personnel while serving the needs of communities, developers and businesses through reductions in costly redesigns.*
- *Collaboration between our Fire Prevention plan review and Fire Protection Engineering staff, providing complete review of alternative means and methods, fire protection systems, and other complex and diverse fire prevention situations.*
- *Seamless integration with client agencies—consistently implementing their policies and procedures in an effort to deliver continuous services to their customers.*
- *Fire inspection for all phases of construction and all types of fire protection systems, with expertise to analyze options if deficiencies exist.*
- *Rapid inspection response via centralized inspection request scheduling and our personnel's online access to digital project records.*

Our extensive experience in furnishing comprehensive fire prevention services to jurisdictions provides a consistent, strong technical foundation to all projects. We have expertise in a wide range of project types:

- *Single family and multi-family developments*
- *High-rise commercial & residential*
- *Agricultural Facilities*
- *Cannabis Cultivation & Retail Facilities*
- *Manufacturing plants*
- *Petrochemical*
- *Specialized technology/industrial*
- *High-pile/rack storage*
- *Refrigerated storage*

FIRE PLAN REVIEW

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times, and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our clients in performing the requested services and working closely with the development community and public as directed.



Multi-faceted Expertise

CSG furnishes plan review for fire and life safety, fire department access and water supply, wildland urban interface, fire protection systems, and special hazards for all structures with emphasis on the unique needs and requirements of each of our clients. We have expertise in the special requirements and risks associated with industrial and commercial buildings as well as single- and multi-family complexes. All fire plan review and inspection personnel are thoroughly trained in and familiar with jurisdictional processes, working with multiple District departments, and serving the public.

Compliance Standards

Our engineers and plan reviewers carefully review all plans and documents for compliance with fire codes, building codes, standards, industry regulations, and all local ordinances, including but not limited to:

- ▶ *California Fire Code*
- ▶ *California Building Code, Volumes 1 and 2*
- ▶ *California Residential Code*
- ▶ *California Electrical Code*
- ▶ *California Plumbing Code*
- ▶ *California Mechanical Code*
- ▶ *State Historical Building Code*
- ▶ *California Health and Safety Code*
- ▶ *California Existing Building Code*
- ▶ *California Code of Regulations – Title 19*
- ▶ *National Fire Protection Association (NFPA) Standards as published and referenced by the California Fire Code*
- ▶ *Local adopted ordinances and amendments relative to building, fire, and municipal codes, including project Conditions of Approval from other District departments, divisions, and regulating agencies.*

Digital Plan Review



CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

**Leading the field in
digital plan review
services for over 20
years.**

Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the District will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other District-approved means, enabling staff to immediately modify CSG's checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital

storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans (for a reasonable administrative fee).

In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—**with no size limitations**—directly to CSG via our web-based application. Our application includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved.

Key features of our digital plan review service include:

Efficient. Plans are pushed to plan review staff the same day they are received.

User-friendly. CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.

Proven. We have provided a digital plan review option to our clients for over 20 years.

Non-Proprietary. CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.

All paper plans submitted to CSG are immediately scanned into digital files for quick and easy access by our clients and plan reviewers.



Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, CCSD staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check. **There is no additional cost for this service.**

Plans Pickup and Delivery

CSG will coordinate pickup and delivery of plans and other materials from/to the District via CSG personnel or an approved alternative service.

FIRE INSPECTION

CSG offers experienced, CSFM/ICC certified inspectors. Typical responsibilities include but are not limited to providing inspection services for fire and life safety systems and construction, and maintaining records and files concerning fire permits and code administration documents. We offer fully integrated, multi-disciplined fire inspection services for residential, commercial, and industrial projects, and are experienced in all construction types. Our inspectors ensure compliance with applicable codes and requirements by identifying code violations, offering solutions to developers, property owners and tenants on potential risks and safety hazards, and by working as a team to correct violations. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to applicants and customers. Specific inspections include, but are not limited to:

- ▶ Automatic Fire Sprinkler Systems
- ▶ Engineered and Pre-engineered Fire Protection Systems (e.g., kitchen hoods, spray booths, clean agent systems)
- ▶ Fire Alarm Systems
- ▶ Development Improvements (e.g., fire hydrant and other types of water supply systems, fire department access, underground fire Services)
- ▶ Fire Code Maintenance/Life Safety (e.g., permitted sites, public and private schools, State licensed facilities, hotels, motels and apartment complexes)

FIRE MARSHAL SERVICES

Amongst CSG's resources are some of the most highly experienced and credentialed individuals in the fire service industry. Our team members carry a wide-range of qualifications and have served long tenures in the positions of Fire Chief, Division Chief, Battalion Chief, and Fire Marshal.

Our Fire Marshals act as a seamless extension of staff in the capacity of Fire Marshal. Depending on the District's needs, CSG's staff can service the District on a part-time or as needed basis. Our team will professionally and diligently perform the required duties, including, but not limited to:

- *Developing, reviewing and implementing all fire & life safety policies and procedures in accordance with municipal ordinances, state law, and federal laws and regulations;*
- *Serving as liaison or representative of the District with other departments, outside agencies, groups, businesses and private citizens;*
- *Assisting District personnel in the interpretation of state and local laws and regulations relating to fire prevention;*
- *Validating code questions from the public, businesses, internal departments, and external agencies;*
- *Assisting in the development and implementation of goals, objectives, policies, procedures and priorities for fire prevention;*
- *Planning, administering, coordinating, executing, supervising and delegating activities relating to fire prevention and inspections;*
- *Conducting fire inspections;*
- *Conducting plan reviews to insure compliance with the appropriate codes and ordinances*

Project Examples & References

SECTION

4

PROJECT EXAMPLES

Included below are examples of projects for which CSG has provided fire services similar in nature to those requested by the District.

GREAT WOLF LODGE | CITY OF MANTECA, CA

Building & Fire Inspection, RFI Review



CSG provided all on-site building and fire inspections for this complex that includes a 510,000 sq. ft., 6-story, 500-room hotel, in addition to a 45,000 sq. ft. family entertainment center, and a massive water park that consists of multiple 6-story water slides. The water slides start in the interior of the building, extend to the exterior, and then return to the interior. CSG's project manager provided on-site oversight as well as all RFI reviews for this 20-month project. Depending on the project's needs, CSG provided 2-4 full-time building

and fire inspectors whose services included providing daily and weekly inspection reports.

GOLDEN 1 CENTER | CITY OF SACRAMENTO, CA

Fire Plan Review & Fire Prevention

CSG provided fire plan review and fire protection engineering services for the Golden 1 Center located in downtown Sacramento. This \$477 million, indoor multi-use facility totals 745,000 sq. ft. and will seat 17,500 individuals. CSG provided plan review services with a 3-4-day turnaround time due to an expedited project schedule.



ON BROADWAY APARTMENTS | CITY OF SACRAMENTO, CA

Building and Fire Plan Review

CSG performed building and fire plan check services for On Broadway, a 140-unit, 150,000 sq. ft. affordable housing apartment complex that stretches between two structures (North and South). In addition to the dwelling units, there are 60 on-site parking spaces, leasing offices, a community common space and outdoor play areas—all at the ground level. Above the first floor Type I-A podium construction, there are four residential levels of Type V-A construction. On Broadway's apartments feature single-, two-, and three-bedroom units.

CAMPHORA FARMWORKER HOUSING REHABILITATIONS | CITY OF SOLEDAD, CA

Fire Plan Review & Inspection



The Camphora Apartments project involved the complete rehabilitation of an old farm labor camp. In order to accomplish the goals of providing a safe family living environment, the owners demolished all existing buildings on the property. The new Camphora Apartments boast a new water system, solar panel carports, 44 apartments contained in four buildings, and a recreation/multi-use building. What made this project unique were the time frames—from the time that the entire project was vacated to the time that the first families moved back into their new homes was one year. CSG

personnel reviewed all plans for fire and life safety requirements, issued fire equipment and protection installation permits, and conducted all fire and life safety inspections.

FBI FIELD OFFICE | CITY OF ROSEVILLE, CA

Building & Fire Plan Review



CSG performed a building and fire review of this 129,398 sq. ft. three story above grade FBI Field office with an 18,812 sq. ft. annex building. The project valuation was \$5,719,391. The project is located on an 11.23-acre parcel with Type 2A, Group B mixed occupancy, fully sprinklered. CSG worked as part of the project team to expedite production of plan review through final occupancy.

RED HAWK CASINO HOTEL & ENTERTAINMENT CENTER EXPANSION | SHINGLE SPRINGS BAND OF THE MIWOK INDIANS

Fire Plan Review & Inspection, Fire Marshal Services

CSG's Fire Services Division was selected to serve as the Fire Marshal and Prevention staff for the Shingle Springs Band of the Miwok Indians, Red Hawk Casino Hotel and Entertainment Center expansion. The project consisted of the addition of an 74,896 sq. ft. Entertainment Center on the top level of the existing 8-story parking garage, as well as an addition of a 7-story, 134,031 sq. ft. 156-room hotel connected to the existing casino.

The entertainment center consists of indoor golf, bowling and a two-story go-kart track, along with several other fun family activities, food and drink venues and assembly rooms. The indoor go-kart track created some challenging code design elements from egress from the track, to fire sprinkler protection over and under the tracks. One of the unique items that staff worked on was the automatic control of the go-karts in the event of an emergency to ensure safe egress from the course.

The hotel provided for some interesting code analysis as well. Both structures are set into a mountainous terrain providing for coordinated interpretation of code requirements for a high-rise structure. In both cases, working with the local fire agency, we were able to determine that fire department access to the building would be from a level other than the lowest ground level, thus allowing them not to be high-rise buildings.

Both projects are now open to the public and completed on time. Some delays do continue as a result of supply chain issues. One of the primary delays is switch gear from PG&E. CSG staff worked with the project management team to devise creative, yet safe solutions to overcome this hurdle. The hotel is currently powered by temporary generators. The challenging issues with this was the need to ensure power for all building components including HVAC, elevator functions and potential fire pump operation in the event of an emergency. Because of the life safety potential, a redundant generator capable of supplying 100% power is also in place. CSG staff involved with this project include Fire Services Manager George Apple (acting Fire Marshal for the project), Fire Prevention Specialist Mort Myers (primary plans examiner), Fire Prevention Specialist Daniel Najera, (primary site inspector). Fire Prevention Specialists Barbara Easter and Curtis Itson also provided site assistance for inspections as needed.

ANNUAL CODE ENFORCEMENT INSPECTIONS | MULTIPLE CSG CLIENT AGENCIES

Fire & Life Inspection Services

CSG provides annual code enforcement inspection services to numerous agencies throughout California. Depending on the agency's specific needs, CSG has worked with these jurisdictions to identify occupancies requiring inspections for operations permits, and/or state mandated occupancies. Our staff has assisted in establishing an inspection schedule, training engine companies to conduct inspections, as well as completing the required inspections designated by the agency. A small sampling of these agencies include:

- South San Joaquin County Fire Authority
- City of American Canyon
- North Central Fire Protection District
- City of Yuba City

REFERENCES

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions you may have. The following is a partial list of references for which CSG has provided services similar to those requested by the District.

City of Lincoln

Tolan Dworak

Fire Marshal
600 Sixth Street
Lincoln, CA 95648
(916) 645-4040
tolan.dworak@lincolnca.gov

*Building & Fire Plan Review and Inspection Services,
Fire Marshal Services*
2016 – Ongoing

City of Richmond

Eric Govan

Fire Marshal
440 Civic Center Plaza
Richmond, CA 94804
(510) 307-8031
eric_govan@ci.richmond.ca.us

Building & Fire Plan Review Services
2015 – Ongoing

City of Modesto

Shannon Sandobal

Deputy Fire Marshal
600 11th Street
Modesto, CA 95354
(209) 572-9590
ssandobal@modestofire.com

Fire Plan Review
2018 – Ongoing

City of Sacramento

Jason Lee

Fire Marshal, Sacramento Fire Department
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822
(916) 808-1620
jalee@sfd.cityofsacramento.org

Fire Plan Review, Inspection & Counter Services
2012 – Ongoing

South San Joaquin County Fire Authority

Tim Spears

Fire Marshal
835 Central Ave.
Tracy, CA 995376
(209) 831-6707
tim.spears@cityoftracy.org

Building & Fire Plan Review and Staffing Services
2015 – Ongoing

East Contra Costa Fire Protection District

Steve Aubert

Fire Marshal
150 City Park Way
Brentwood, CA 94513
(925) 240-2168
saubert@eccfpd.org

Fire Plan Review, Inspection & Fire Marshal Services
2018 – Ongoing

City of Roseville

Jason Rizzi

Fire Marshal
401 Oak Street
Roseville, CA 95678
(916) 774-5802
jrizzi@roseville.ca.us

Building & Fire Plan Review Services
2007 - Ongoing

Organizational Chart

FIRE SERVICES STAFF

CSG’s business model is to *serve as an extension of CCSD staff*— working solely for public agencies and not for private developers. Our team members excel at customer service and maintain CSG’s high standards of integrity, responsiveness, and work quality. We do this seamlessly, minimizing disruption to the District’s existing workflows and processes. **No subcontractors will be utilized for this project.** We take pride in providing project managers who have a variety of project experience, who are motivated to excel in their field, and who have technical and customer service skills that are crucial to on-the-job success. **Resumes for key staff (*) have been provided on the following pages**, additional resumes can be provided upon request.



PROJECT MANAGERS

Bryan Spain, PE, CAsp*
Project Manager

Jeff Janes, CBO, CFM*
Deputy Project Manager

FIRE PLAN REVIEW

George Apple, CFM*
Fire Services Manager

Curtis Itson
Fire Services Specialist

Sarah Pearson
Fire Services Specialist

Kurt Johnson
Fire Services Specialist

Vahid Toossi
Fire Protection Engineer

FIRE INSPECTION

George Apple, CFM*
Fire Services Manager

Jonathan Hurst
Senior Fire Inspector



Bryan Spain PE, CASp

Principal Plan Check Engineer

LICENSES/CERTIFICATIONS

Registered Professional Engineer:
CA, #C46854
DSA Certified Access Specialist:
CASp #092
ICC Certified: Plans Examiner

Mr. Spain has more than 35 years of experience, including working as a Regional Manager and Vice President prior to joining CSG. Mr. Spain is the Regional Operations Manager of the Central Coast and supervises CSG's Paso Robles Office. He is keenly aware of the need for superior customer service and timely plan reviews that are consistent, responsive, and cost effective. He works closely with government agency staff to enhance our Building & Fire Life Safety, Code Enforcement, and Planning Services.

EDUCATION

B.S., Architectural Engineering
California Polytechnic State University,
San Luis Obispo, CA

RELEVANT EXPERIENCE

Regional Manager / Principal Plan Review Engineer | Bureau Veritas, San Luis Obispo, CA

Mr. Spain provided nearly 22 years of service to Bureau Veritas North America (BVNA), as a Regional Manager and Vice President of California Code Check, Inc. prior to its acquisition in 2017 by BVNA. In this role, he supervised the Central Coast Office, managing staff and operations. He built relationships with architects, engineers, contractors, owners and agency staff to facilitate resolution of complex structural/life safety issues.

PROFESSIONAL AFFILIATIONS

California Building Officials (CALBO)
2017-2022 Director
CALBO Emergency Preparedness
Committee, 2019-Present &
Liaison/Current Committee Member
CALBO Access Committee, 2017- 2018
Vice Chair/Liaison
International Code Council (ICC)
Central Coast Chapter ICC
2015 President
Current Member
County Building Officials Association of
California (CBAOC)
Past Board Member
Structural Engineers Association of
Southern California (SEAOSC)
Past Member

Mr. Spain served as a consulting Building Official for the City of Solvang from 2005 to 2019. He consulted with agency staff to enhance Building Division operations and to determine methods to enhance and streamline services and improve efficiencies of customer services and project budgets. He checked and provided quality control reviews of plan reviews performed by plan checkers of residential and commercial projects for compliance with California and local jurisdiction ordinances for Building, Plumbing, Mechanical, Electrical, Green Building Codes and Title 24 regulations (energy, disabled access and noise). Additional responsibilities included mentoring/training new plan check engineers,

Associate Plan Check Engineer | City of Simi Valley

Mr. Spain checked architectural and structural plans for commercial and residential buildings, tenant improvements, swimming pools, signs and other structures. He provided field training for inspection/plan check staff, and responded to architectural, structural and disabled access code queries. In addition, he developed policies and hand-outs, and utilized "Sierra-Permits Plus" to issue building permits.

Project Engineer | Fred H. Schott and Associates, Structural Engineering

Mr. Spain's projects included the seismic retrofit of the First Bank of Italy building in Lompoc, CA; seismic retrofit/strengthening of a precast concrete industrial building and an un-reinforced structure; rehabilitation of a steel tower, structural evaluation of the Old Powerhouse Building and remodel of El Corral Bookstore on the Cal Poly San Luis Obispo campus. He contributed to the designs/inspections of sea walls and stairways to beaches along the California Coast as well as multiple timber structures.



George Apple CFM

Fire Services Manager

LICENSES & CERTIFICATIONS

CSFM Certified Fire Prevention Officer | #000122
 CSFM Certified Fire Prevention Specialist | #260-2480
 CSFM Certified Plans Examiner | 360-2480
 CSFM Certified Fire Investigator | #092708
 CSFM Certified Fire Officer | #150-2180
 CSFM Certified Fire Marshal | #460-2480
 ICC Certified Fire Inspector II | 528431-67

EDUCATION

Bachelor of Science, Engineering Technology – Fire Protection and Safety
 Oklahoma State University | Stillwater, OK

Mr. Apple has over 25 years of fire service experience from having served as a firefighter for the City of Isleton, CA to serving as Assistant Chief-Fire Marshal for the Cosumnes Fire Department and servicing the Cities of Elk Grove and Galt. Currently Mr. Apple serves as the Fire Services Manager for CSG Consultants. In this capacity, Mr. Apple oversees the Fire Services Division. The Fire Services Division is responsible for plan review and inspections of new residential and commercial projects as well as conducting annual inspections, and staff augmentation for various jurisdictions.

He has extensive experience providing plan reviews of architectural, civil, mechanical, and fire suppression and detection plans for new construction and building renovation projects. He has also been responsible for performing fire-related inspections in accordance with appropriate laws, codes, ordinances, regulations, and standards.

Mr. Apple has served on code development committees and is highly experienced with the code development process. He also serves as an adjunct instructor in Careers and Technology at Cosumnes River College, developing curricula and lecturing classes in Fire Prevention, Systems and Equipment; Fire Protection Organization; Tactics and Strategies; Fire Investigation; Combustion and Fire Chemistry; and Fire Law.

Mr. Apple has been conducting fire investigations in his role in the fire service for the past 20 years. He is a Certified Fire Investigator I in the State of California and has completed the Fire Investigation 2 series of instruction through the California State Fire Training System. Mr. Apple is also a Certified Post Blast Investigator through the Federal Bureau of Investigations. Additionally, Mr. Apple is a Peace Officer in accordance with Penal Code Section 830.37(a).

RELEVANT EXPERIENCE

Assistant Chief – Fire Marshal | Cosumnes CSD Fire Department, Elk Grove, CA

As an Assistant Chief - Fire Marshal, Mr. Apple was the Department Liaison with City of Galt and City of Elk Grove officials, and managed day-to-day activities of the Fire Prevention Bureau, including new construction, code enforcement, public education, fire investigations, and global information systems. He ensured that necessary training was provided to maintain proficiency of plan reviewers, inspectors, investigators and public education officers.

Assistant Fire Marshal | Elk Grove CSD Fire Department, Elk Grove, CA

Mr. Apple served in capacities of increasing responsibility within the Elk Grove CSD Fire Department including Fire Inspector II and Assistant Fire Marshal. Mr. Apple developed and managed the budget for the Fire Prevention Bureau as well as the Bureau's day-to-day activities, ensuring that all plan reviews and inspections were completed within the District's goals.

Fire Inspector II | Sacramento Metropolitan Fire District, Sacramento, CA

Fire Protection Engineer | Stanford University, Stanford, CA

Fire Protection Engineer | Mount Prospect Fire Department, Mount Prospect, IL

Fire Inspector/Plan Reviewer | Orland Fire Protection District, Orland Park, IL

Fire Fighter | Isleton Fire Department, Isleton, CA



Jeff Janes

CBO, CFM

Building Official

LICENSES & CERTIFICATIONS

Certified Building Official
 Certified Fire Marshal
 Certified Building Plans Examiner
 Certified Residential Building Inspector
 Certified Building Code Specialist
 Certified Building Inspector
 Certified Commercial Building Inspector
 Spray Applied Fire Proofing Special Inspector
 | ICC 5012845
 Firestopping CLA
 Swimming Pools & Spas CLA

EDUCATION

Master of Science, Ecological Design
 San Francisco Institute of Architecture
 | San Francisco, CA
 Bachelor of Science, Architecture
 San Francisco Institute of Architecture
 | San Francisco, CA
 Associate in Science, Architecture
 Fresno City College
 | Fresno, CA
 Special Studies Design Program
 Harvard University
 | Boston, MA

PROFESSIONAL AFFILIATIONS

Building Official of the Year, County Building Officials Association, CA 2015
 California Building Officials, Past Executive Board Member & Past President
 County Building Officials Association of CA, Past President
 Yosemite and San Joaquin Chapter of ICC

Mr. Janes is a highly experienced ICC Certified Building Official with extensive building department administration and management experience. He is experienced in supervision and coordination of the activities, operations of jurisdictional building and safety divisions, including the University of California, Merced expansion project. In addition, Mr. Janes serves as the Regional Manager for the Fresno Office which includes the Central Valley to the Central Coast. Specific skills includes budget strategy, preparation and oversight, and implementation of best practices across multiple departments. Mr. Janes is knowledgeable in enforcing compliance and minimum standards to safeguard life, limb, health, property and public welfare.

Mr. Janes has also successfully guided department staff with inspection and plan review for all phases of complex construction projects. He is experienced utilizing building department permit tracking software and managing all common building department responsibilities, including plan review, multi-discipline inspections, plan review and inspection scheduling, field supervision, regulatory compliance, code interpretation, and project acceptance. Mr. Janes also makes a difference to our clients and those he works with through his skills in complaint resolution, problem solving, damage assessment and team building.

RELEVANT EXPERIENCE

Building Official | Multiple CSG Clients

Mr. Janes currently serves as a Building Official for CSG clients.

Regional Manager/Building Official | Interwest Consulting Group

Mr. Janes served as a Building Official for clients throughout California included UC Merced 2020 Project – a \$1.4 billion-dollar major campus expansion project which includes site preparation and construction of multiple state of the art educational facilities.

County Building Official | County of Fresno, CA

Mr. Janes managed four units in the Development Services Division (plan check, inspection, zoning, and code enforcement). He streamlined the triage process for plan check submittals, created an e-blast network of design professionals for code updating and internal processing procedures. Mr. Janes also established a free public code training update class with other jurisdictions, coordinated joint bulletins with surrounding jurisdictions and improved initial code enforcement communication processes.

County Building Official | County of Madera, CA

Mr. Janes managed and applied the principles of supervision, organizational and operation of a modern building department to the County of Madera. He reviewed and examined construction documents for residential, commercial and industrial building construction and alterations; ensured plans, structural calculations and specifications complied with building and related codes and regulations. He recommended necessary changes for compliance with applicable codes and regulations while routing applicants to appropriate divisions, implemented staff training for building inspectors, standardized public information handouts and information as well as successfully worked with other agencies, departments, officials, employees, contractors and the general public.

Other projects completed as the acting Project Manager

- UC Merced 2020 Project – Project Manager / Building Official
- Table Mountain Rancheria – Project Manager
- City of Sonora - Building Official
- City of Kerman Building Official
- City of Sanger Building Official

Fee Schedule

SECTION

6

FIRE SERVICES RATES

CSG's fee schedule for proposed work is provided below. If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.

SERVICE / ROLE	HOURLY RATE
Fire Plan Review (Hourly Rates)	
Fire Plan Review	\$135
Fire Plan Review (Fire Protection Engineer)	\$250
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Fire Prevention Services*	
Fire Inspector	\$115
Senior Fire Inspector	\$145
Fire Marshal	\$180
Overtime	1.5 x Hourly Rate

All hourly rates include salaries, benefits, workers compensation insurance, local travel, and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the District prior to proceeding. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. Hourly rates for publicly funded projects will be based on current prevailing wage rates. On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region. CSG will mail an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

**On-site services require a 4-hour minimum. For annual inspections, CSG staff will strive to coordinate inspections on the same day to maximize efficiency.*

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.D.**FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration to
Approve a Memorandum of
Understanding (MOU) for the
Central Coast Regional Biosolids
Cooperative**RECOMMENDATIONS:**

It is recommended that the Board of Directors discuss and consider approval of a Memorandum of Understanding (MOU) for the Central Coast Regional Biosolids Cooperative.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

The City of Paso Robles has requested participation in a new regional biosolids cooperative from the County Public Works Department, the Cities of San Luis Obispo, Santa Maria, Atascadero, Morro Bay, Pismo Beach, and Santa Barbara, the following special districts: Cayucos Sanitary District, South San Luis Obispo County Sanitation District, Avila Beach Community Services District, Templeton Community Services District, San Miguel Community Services District, Goleta Sanitary District, Nipomo Community Services District, and Cambria Community Services District, as well as the San Miguelito Mutual Water Company. All agencies have indicated their willingness to participate and a Memorandum of Understanding (MOU) between the various agencies is being circulated for signatures. The MOU will be an essential foundation for future efforts such as pursuing grants and hiring professional service providers and is meant to be a first formal step towards cooperating to establish an advanced biosolids processing facility for the Central Coast. This MOU has no binding legal or financial obligations at this time. The City of Paso Robles anticipates the MOU will be amended occasionally as the project needs evolve.

The Parties will endeavor to establish a regional facility that receives and processes biosolids for a fee equal to the average cost of what all Parties currently pay (e.g., \$70 per ton) for biosolids hauling and disposal. In May and June of 2023, representatives of each agency voiced an informal commitment to participating in a cooperative to establish such a facility. The purpose of this MOU is to formalize that commitment and clarify how the Parties will participate. At this point, there is no cost share to participate in the working group. The CCSD's initial participation does not obligate its participation in all phases of the plan, and it may withdraw from the MOU at any time and for any reason.

It is recommended that the Board of Directors approve the Memorandum of Understanding for the Central Coast Regional Biosolids Cooperative.

Attachment: Memorandum of Understanding

Memorandum of Understanding for Central Coast Regional Biosolids Cooperative

This Memorandum of Understanding (“MOU”), effective as of the last date signed below, is by and among the following government entities in the Central Coast region of California: City of San Luis Obispo, City of Paso Robles, City of Santa Maria, City of Atascadero, City of Morro Bay, Cayucos Sanitary District, South San Luis Obispo County Sanitation District, Avila Beach Community Services District, San Miguelito Mutual Water Company, Templeton Community Services District, San Miguel Community Services District, Cambria Community Services District, City of Pismo Beach, City of Santa Barbara, Goleta Sanitary District, and the Nipomo Community Services District. These agencies are individually referred to herein as a “Party,” and collectively as “Parties”.

Whereas, all the Parties operate wastewater treatment systems that generate biosolids. The volume of biosolids each Party generates varies, depending on the size and type of its wastewater system (e.g., ponds systems vs. mechanical treatment processes), but all Parties have a similar need to properly dispose biosolids.

Whereas, biosolids contain pollutants and are closely regulated by the State of California (Central Coast Regional Water Quality Control Board) and U.S. Environmental Protection Agency. The County of San Luis Obispo has a moratorium on land application of biosolids. Landfill regulations recently changed and biosolids may no longer be disposed in landfills. Due to a lack of local disposal options, most Parties haul their biosolids to facilities in Santa Maria or Kern County, where it is mixed with other organic waste streams and composted, then applied to land.

Whereas, the State of California recently required most Parties to test their biosolids for per- and polyfluorinated alkyl substances (PFAS), which are commonly referred to as “forever chemicals” due to their resistance to degradation in the environment. PFAS have been widely used in common household and personal care products for many years. In general, all Parties have low levels of various PFAS species in their biosolids.

Whereas, composting does not break down PFAS, because very high temperatures are required to break the strong carbon-fluorine bonds in PFAS. Consequently, compost derived from biosolids contains PFAS. Compost also contains micro-plastics, which is an emerging concern for local farmers. Existing biosolids receiving facilities do not have plans to address these issues, and rather, are counting on classification as PFAS passive receivers in order to be exempt from liability, which is uncertain.

Whereas, in 2021, representatives of the Cities of Paso Robles and San Luis Obispo began to collectively explore ways to advance the processing of their biosolids and eliminate potential future liabilities associated with PFAS. They discovered new technologies are available, such as high-temperature pyrolysis, which are capable of

eliminating PFAS in biosolids and converting biosolids into valuable products such as biochar. These technologies would be very expensive for any individual Party to install and operate, but may be cost-effective if all wastewater agencies in the region pool their biosolids waste streams and process it all at one regional facility.

In 2022 and 2023, the Parties convened a series of workshops, conducted by a professional facilitator, to explore interest in a regional biosolids cooperative. The Parties learned:

- a. Most of the communities between northern San Luis Obispo County and northern Santa Barbara County already cooperate on a variety of common areas of interest, including water and solid waste management;
- b. Pending regulatory changes at the State and Federal level could lead to a prohibition of land application of biosolids or compost derived from biosolids;
- c. Cooperating would enable a facility to be large enough that it would be economical to install advanced processing equipment;
- d. A local facility would reduce out-of-county truck trips, thus help control long-term costs and reduce greenhouse gas emissions;
- e. Advanced processing would greatly reduce the volume of biosolids and convert the material into valuable products such as renewable natural gas and biochar. These products may be sold to markets and the revenue may be used to offset the cost of an advanced processing facility;
- f. Cooperating increases the likelihood that private enterprises will participate in establishing a new facility, by ensuring the facility receives enough feedstock to justify a large expenditure for advanced equipment;
- g. Several regional biosolids cooperatives are presently forming throughout California;
- h. State Senate Bill (SB) 1383 has created demand for new facilities that divert organic waste streams from landfills and process it into valuable products such as renewable natural gas;
- i. Grant funding is available from the State of California for establishment of new organic waste processing facilities;
- j. There may be potential to further improve the economics of a regional facility by making it large enough to receive and process all organic waste streams, including green waste collected by waste haulers, spoiled packaged food waste, agricultural waste, etc.; and
- k. Additional work is needed, such as evaluating available technologies, visiting model facilities in other areas, and soliciting proposals from professional engineering firms to help with project delivery.

In May and June 2023, representatives of the Parties each stated informally their commitment to participate in a cooperative with the purpose of establishing a regional facility capable of advanced processing of biosolids. The purpose of this MOU is to formalize that commitment and clarify how the Parties will participate.

NOW, THEREFORE, the Parties do hereby agree as follows:

- a. The Parties will support further efforts to plan a regional advanced biosolids processing facility by allowing appropriate staff to participate in any future workshops and providing any non-confidential information about their biosolids reasonably requested.
- b. Parties will, in each Party's reasonable discretion, cooperate on applications to the State and Federal government for grant funding. For example, if any one Party takes the lead on a grant application, the other Parties agree to provide information and timely letters of support as needed.
- c. Grant programs often require "matching funds" in the form of "in-kind" or "cost share," which can be fulfilled by staff time spent working on the funded project. If necessary, Parties agree to the extent reasonably feasible to track and report their staff time spent on the grant-funded activity.
- d. The Parties will endeavor to establish a regional facility that receives and processes biosolids for a fee that is no greater than the average cost of what all Parties are currently paying (e.g., \$70 per ton) for biosolids hauling and disposal. However, the Parties acknowledge that current costs are projected to rise and will take that into consideration when evaluating the cost of a new regional facility. The Parties will also consider the many other less quantifiable benefits of a new regional facility, such as environmental improvements (e.g., reduction of greenhouse gas emissions) and reduction of liabilities associated with pollutants such as PFAS.
- e. Many private entities are well-equipped to efficiently deliver advanced biosolids processing facilities. The Parties or a Party may solicit proposals from private entities to design, build, operate, and finance a new regional advanced biosolids processing facility. This MOU is intended to signal to such private entities that the Parties will commit to supporting the facility by entering into long-term agreements to deliver their biosolids.
- f. This MOU does not include any financial obligations for the Parties other than staff time at this time. However, this MOU may be amended from time-to-time, as needed, to address the evolving needs of the Parties as they explore establishing a regional facility. For example, if funding is needed for planning, siting, or environmental permitting, the Parties may decide to share the costs.
- g. This MOU shall not be changed or amended except upon written consent of the Parties.
- h. This MOU is not intended to and does not create any legally binding obligations, rights or remedies between the Parties. This MOU reflects the good-faith intention of the Parties to cooperate in the manner set forth herein, while recognizing that no Party shall be bound to any action as a result of this MOU.

- i. Each Party represents that each such Party signing this MOU has been duly authorized by that entity to execute this Memorandum of Understanding on its behalf.
- j. Any Party may withdraw from this MOU at any time for any reason. However, the Parties will make their best effort to provide no less than 60 days' notice of a Party's intent to withdraw.
- k. This MOU may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.
- l. Each Party agrees and acknowledges that this MOU does not commit any agency to take any action, expend any funds, or commit to any specific project. Any future facility will be subject to review pursuant to the California Environmental Quality Act.
- m. This MOU shall become effective on the last date set forth below.

By: _____ Date: _____
Aaron Floyd
Utilities Director
City of San Luis Obispo

By: _____ Date: _____
Christopher Alakel
Utilities Director
City of Paso Robles

By: _____ Date: _____
Shad Springer
Utilities Director
City of Santa Maria

By: _____ Date: _____
Nick DeBar
Public Works Director
City of Atascadero

By: _____ Date: _____
Greg Kwolek
Public Works Director
City of Morro Bay

By: _____ Date: _____
Rick Koon
District Manager
Cayucos Sanitary District

By: _____ Date: _____
Jeremy Ghent
District Administrator
South San Luis Obispo County Sanitation District

By: _____ Date: _____
Brad Hagemann
General Manager
Avila Beach Community Services District

By: _____ Date: _____
Dwayne Chisam
General Manager
San Miguelito Mutual Water Company

By: _____ Date: _____
Jeff Britz
General Manager
Templeton Community Services District

By: _____ Date: _____
Kelly Dodds
General Manager
San Miguel Community Services District

By: _____ Date: _____
Matthew McElhenie
General Manager
Cambria Community Services District

By: _____ Date: _____
Ben Fine
Public Works Director
City of Pismo Beach

By: _____ Date: _____
Clifford Maurer
Public Works Director
City of Santa Barbara

By: _____ Date: _____
Steve Wagner
General Manager
Goleta Sanitary District

By: _____ Date: _____
Ray Dienzo
General Manager
Nipomo Community Services District

END OF DOCUMENT

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.E.**

FROM: Matthew McElhenie, General Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration of Ad Hoc
Committee Report for Brine Waste
Disposal Options

RECOMMENDATIONS:

It is recommended that the Board of Directors discuss and consider the Ad Hoc Committee Report for Brine Waste Disposal Options.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

On March 13, 2023, a Resources & Infrastructure ad hoc committee consisting of Jim Webb, Steve Siebuhr, and Derrick Williams was tasked with researching brine waste disposal alternatives, including zero liquid discharge, with the Utilities Department Manager. This Ad Hoc Committee report reviewed potential brine waste disposal options. All options were evaluated without any intent to make recommendations.

It is recommended that the Board of Directors consider the Ad Hoc Committee Report for Brine Waste Disposal Options.

BRINE DISPOSAL AD HOC COMMITTEE

DATE: November 8, 2023

TO: Cambria Community Services District Resources and Infrastructure Committee

FROM: Jim Webb
Steve Siebuhr
Derrick Williams

SUBJECT: Cambria Community Services District Brine Disposal Options Update

INTRODUCTION

The Brine Disposal Ad-Hoc Committee is tasked with researching brine waste disposal alternatives, including zero liquid discharge, with utilities engineer Dienzo. On July 5, 2023, The Brine Waste Disposal Ad-Hoc Committee reviewed potential brine waste disposal options with District Utilities Manager Ray Dienzo. All options were considered without any intent to make recommendations.

The Committee noted during the meeting that while the Water Reclamation Facility (WRF) concentrate is often referred to as a brine, it has lower salinity than seawater. There is no agreed-upon level of Total Dissolved Solids (TDS) that defines a brine. To avoid confusion with brines that have TDS levels higher than seawater, these notes will use the word concentrate rather than brine.

CONCENTRATE DISPOSAL OPTIONS

OPTIONS DISCUSSED WITH DISTRICT STAFF

Concentrate disposal options that the committee discussed with Mr. Dienzon included the following:

1. Trucking Concentrate to an Approved Facility

This option entails temporarily storing the concentrate onsite, then transporting it by truck to an approved facility such as the South San Luis Obispo County Sanitation District (SSLOCS) in Oceano. This is currently the default disposal option.

Pros: - No special permitting required
- No new facilities required

- Cons: - Expensive
 - Significant carbon emissions from the estimated 2 to 4 daily trucks

2. Reducing Concentrate Volume with Zero Liquid Discharge (ZLD)

This option reduces the amount of concentrate that must be disposed of by removing most or all of the liquid from the concentrate. The semi-solid concentrate would be trucked to an approved disposal site. CCSD is currently investigating one potential ZLD technology.

- Pros: - Reduces the amount of waste that must be transported by truck compared to the default trucking option
 - Likely less expensive than the default trucking option

- Cons: - The technology is untested, but a pilot test is planned
 - Cost of the ZLD plant is unknown
 - The cost of disposal is uncertain, and will depend on the concentrations of constituents in the concentrate

3. Disposing Through the Existing San Simeon CSD Outfall

This option requires CCSD enter into an agreement with San Simeon CSD to dispose of concentrate through SSCSD's existing outfall. The outfall has unused capacity that could accept some concentrate.

- Pros: - The outfall infrastructure and permit already exist.

- Cons: - Concentrate would currently need to be trucked to San Simeon. Rough estimates for pipes to San Simeon are approximately \$2 Million/mile
 - San Simeon CSD has historically not shown interest in this option
 - California Coastal Commission has indicated it would like San Simeon CSD to abandon the existing outfall, and may not favor additional users of the outfall
 - Some residents of San Simeon would like to move their existing plant and outfall

4. Disposing in Coordination with a New San Simeon Treatment Plant Located in or Near San Simeon Creek Valley

This option relies on San Simeon CSD moving its treatment plant to a new location relatively near CCSD's San Simeon Creek facilities. CCSD could enter into an agreement with San Simeon CSD to dispose of concentrate in San Simeon CSD's new wastewater

disposal system. This agreement could be part of a land lease, land sale, funding agreement, or other contractual mechanism.

Pros: - Eliminates the need for trucking or piping concentrate
 - Could be relatively inexpensive
 - Permitting covered as part of the new treatment plant
 - In accordance with California Coastal Commission and San Simeon community's desire to move the San Simeon CSD treatment plant

Cons: - San Simeon CSD currently has no plans to move its treatment plant

5. Disposing as Part of a Regional Wastewater Treatment System

This option is similar to option 4. However, instead of San Simeon CSD moving its treatment plant to a new location, San Simeon CSD and CCSD would jointly build and operate a regional treatment plant.

Pros: - Eliminates the need for trucking or piping concentrate
 - In accordance with California Coastal Commission and San Simeon community's desire to move the San Simeon CSD treatment plant

Cons: - San Simeon CSD has historically shown little interest in a regional treatment plant.

6. Improve the Existing Discharge System in Coordination with Cambria WWTP Expansion

This option relies on CCSD expanding its existing treatment plant. As part of the treatment plant expansion, CCSD could design and permit a new wastewater discharge system. Part of this system could accept concentrate discharge

Pros: - Eliminates the need for trucking or piping concentrate
 - Does not rely on San Simeon CSD plans

Cons: - CCSD currently has no plans to move expand its treatment plant

7. Disposing Through Subsurface Discharge Originating from the Flag Lot

This option uses CCSD's existing pipe infrastructure at the Flag Lot, with any needed improvements, to discharge concentrate. Rather than an open ocean discharge, the concentrate would be discharged beneath the ocean floor.

The committee noted that the Sand City brackish water desalination plant is permitted to dispose of its concentrate in the Monterey Bay Marine Sanctuary through a subsurface horizontal well beneath the surf zone. The Sand City permit could provide some guidance on how such a disposal could be permitted. However, the committee noted that the source water for the Sand City plant does not contain municipal waste constituents that are likely found in the WRF concentrate. These constituents may prevent permitting this disposal option.

Pros: - CCSD has existing, permitted facilities in the Flag Lot
- Eliminates the need for trucking or piping concentrate

Cons: - Existing pipe condition is unknown
- Permitting is required by many agencies, and may be difficult
- Community environmental concerns may prevent this option

OPTIONS NOT DISCUSSED WITH DISTRICT STAFF

Two brine waste disposal options were not discussed with Mr. Dienzo but could be viable options for brine waste disposal.

8. Deep Well Injection

This option injects concentrate into deep geologic strata. This is similar to how oil-field brines are disposed. The geologic strata used for injection are far below any water supply wells or areas of environmental concern.

Limited geologic data may be available from the California Department of Conservation, Geologic Energy Management Division (GEM). The GEM online well finder shows two deep exploratory oil wells in San Simeon. Both exploratory holes were drilled in 1952. Neither well produced oil, and both holes were abandoned the same year. One hole was drilled to a depth of 641 feet, and the other hole was drilled to a depth of 1,620 feet.

Pros: - Eliminates the need for trucking or piping concentrate
- Eliminates environmental impacts from disposal

Cons: - Unknown if an adequate geologic stratum exists locally at depth
- Permitting requirements are unknown
- RWQCB has previously stated their opposition to this option
- Injection wells are expensive (millions of dollars)

9. Evaporation Ponds

An evaporation pond was included in the original WRF system design. The evaporation pond was built, but the Regional Water Quality Control Board issued a cease and desist order after a flood event highlighted a flaw with the original engineering firm's design. The District cannot currently use the existing pond for its intended purpose. The technology, however, might still be a viable alternative for brine disposal.

Pros: - Eliminates the need for trucking or piping concentrate
- Relatively low environmental impacts from disposal

Cons: - Subject to flooding
- Potential community concerns after previous pond experiences
- The Coastal Commission has requested the existing Evaporation Pond be removed as part of the CDP mitigation effort.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.F.**

FROM: Matthew McElhenie, General Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration of Adoption of Resolution 60-2023 Approving a Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority

RECOMMENDATIONS:

It is recommended that the Board of Directors discuss and consider adoption of Resolution 60-2023 approving a Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority (IWMA).

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

On Tuesday, October 31, 2023, the County Board of Supervisors voted to rejoin the IWMA through a Joinder Amendment. This amendment fundamentally addresses two issues. It allows the County to rejoin the IWMA with one seat and one vote on the IWMA Board, and it allows the IWMA Board to move the election of its officers to the beginning of the year.

The IWMA has requested that the CCSD Board of Directors approve the Joinder Amendment to bring the County back into the IWMA. Once the member jurisdictions have approved the Joinder Amendment and the County is officially a member of the IWMA, the County will transition back into the IWMA and receive the full benefit of the regional agency.

It is recommended that the Board of Directors adopt Resolution 60-2023 approving a Joinder Amendment to the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority.

Attachments: Resolution 60-2023 and Exhibit A

RESOLUTION NO. 60-2023**A RESOLUTION OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
ADOPTING 2023 COUNTY JOINDER AMENDMENT TO THE SECOND AMENDED
AND RESTATED JOINT POWERS AGREEMENT OF THE INTEGRATED WASTE
MANAGEMENT AUTHORITY****Recitals**

WHEREAS, on May 10, 1994, an agreement was executed by and between the incorporated cities of San Luis Obispo County (“Cities”) and the County of San Luis Obispo, forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (Government Code sections 6500 et seq.), for the purpose of facilitating the development of waste diversion programs and projects that provide economies of scale without interfering with individual agencies’ exercise of power within their own jurisdiction (hereinafter referred to as the “JPA Agreement”); and

WHEREAS, pursuant to the JPA Agreement, the power to perform the responsibilities of the joint powers authority was vested in the San Luis Obispo County Integrated Waste Management Authority Board of Directors (“IWMA Board”); and

WHEREAS, in or around 2001, a Memorandum of Agreement (“MOA”) was executed by and between the Cities, the County of San Luis Obispo, and certain special districts within San Luis Obispo County that possessed solid waste authority (“Authorized Districts”), amending the JPA Agreement to include the Authorized Districts for representation on the IWMA Board, which MOA was replaced on execution of the Second Amended and Restated JPA Agreement; and

WHEREAS, the Board of Directors of the IMMA directed IWMA staff that on the County of San Luis Obispo’s approval to rejoin the IWMA, to circulate the 2023 County Joinder Amendment to the Second Amended and Restated JPA (“Joinder Amendment”) to the Participating Agencies for approval (a true and correct copy of the 2023 County Joinder Amendment to JPA is attached hereto as Exhibit A), including among the Authorized Districts with representation on the Board through their designated representative; and

WHEREAS, the JPA Agreement, as last amended, authorized amendments to the JPA Agreement on vote of a majority of the Members, and this resolution is intended to express the approval of Members and acknowledged agreement of all other Participating Agencies.

WHEREAS, the County wishes to join the Cities and the Authorized Districts (together “Participating Agencies”) in confirming and conferring upon the IWMA as separate legal entity the powers necessary to enable them to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations to the extent allowed by law and as provided in the JPA Agreement.

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Cambria Community Services District that the Board of Directors acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to the Second Amended and Restated JPA.

ADOPTED by the Cambria Community Services District Board of Directors on December 7, 2023, by the following roll call votes:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

EXHIBIT "A"

**2023 COUNTY JOINDER AMENDMENT TO THE SECOND AMENDED AND
RESTATED JOINT POWERS AGREEMENT OF THE INTEGRATED WASTE
MANAGEMENT AUTHORITY**

**2023 COUNTY JOINDER AMENDMENT
TO SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT
OF THE INTEGRATED WASTE MANAGEMENT AUTHORITY**

This County Joinder Amendment (“County Joinder”), dated _____, 2023, to the SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT (“2022 JPA Agreement”) is by and between the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo, all being municipal corporations of the State of California and located within the boundaries of the County of San Luis Obispo California, (collectively, the “Cities”) and the County of San Luis Obispo, by its joinder herein.

A. On or about May 10, 1994, an agreement was executed by and between the Cities and the County of San Luis Obispo forming a joint powers authority pursuant to the provisions of the Joint Exercise of Powers Act (the “Original JPA Agreement”), through which such member agencies created and established a public entity identified as the San Luis Obispo County Integrated Waste Management Authority (“IWMA”).

B. On or around 2001, the Cities, County, and certain special districts within the County (“Authorized Districts”) executed a Memorandum of Agreement (“MOA”) amending the Original JPA Agreement to include the Authorized Districts for representation on the IWMA Board.

C. On or about November 15, 2021, the County withdrew from the IWMA, after which the remaining Cities and Authorized Districts elected to reestablish and continue the IWMA, on the terms set forth in the Second Amended and Restated Joint Powers Agreement of the Integrated Waste Management Authority, which was adopted by the participating agencies in 2022 (“2022 JPA Agreement”).

D. On or about October 31, 2023, the County officially elected to rejoin the IWMA, including on the terms set forth the 2022 JPA Agreement, as amended hereby.

Based on the foregoing, the Cities, Authorized Districts, including the County through its joinder, hereby agree to the following amendments to the 2022 JPA Agreement reflecting the County’s joinder.

1. Title Amendment and List of Participating Agencies Attachment. The Title of the 2022 JPA shall be amended to read “Second Amended and Restated Joint Powers Agreement to Establish an Integrated Waste Management Authority.” The List of Participating Agencies attached to the 2022 JPA Agreement is replaced with the list attached to this Joinder Amendment.

2. Definitions. Section 1, entitled, “Definitions” shall be amended to include the following new definitions or amended definitions.

A. County shall be added as a definition. “County” means any unincorporated areas of the County of San Luis Obispo.

B. The following referenced definitions replace those of the same number in the 2022 JPA Agreement in their entirety.

“1.17 “Members” means the Cities and the County who are members of this regional agency, formed pursuant to Public Resources Code section 40970 et seq, and the one (1) Authorized District Representative pursuant to Public Resources Code section 40977.”

“1.18 “Participating Agency” or “Participating Agencies” means and shall include the Cities, the County and the Authorized Districts who are signatories to this Agreement, including by way of joinder, delegating powers to the Authority pursuant to this Agreement, and participating in the governance of the IWMA.”

C. Notwithstanding the foregoing, the definition of “MRF”, was inadvertently included within the definition of “Members”, in the 2022 JPA Agreement, and such definition shall remain the definition of “MRF” and is not deleted.

3. Section 8, entitled “Boundaries” is amended and restated in its entirety to read:

“Section 8. Boundaries. The boundaries of the Authority shall be the boundaries of the collective Participating Agencies. If a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. If a qualified agency joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority’s use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.”

4. Section 9, entitled “Organization” shall be amended to include a new paragraph 9.2(g) to read as follows:

“(g) County. The County shall be entitled to appoint one representative to the Authority which representative shall consist of one (1) member from Board of Supervisors. The County may elect to have an alternate member from the Board of Supervisors in addition to any official member but said appointed alternate shall be able to vote only in the absence of the official representative.”

5. County Joinder. The County hereby joins the IWMA pursuant to the terms and conditions in the 2022 JPA Agreement as amended hereby, and the undersigned hereby consent.

6. Omnibus Change. Wherever references to “Cities” is used or “Cities and Authorized Districts”, are used in the 2022 JPA Agreement, including in its recitals, such references shall expressly be read to include the County unless context expressly dictates otherwise.

7. Ratification. The 2022 JPA Agreement is hereby ratified and confirmed and shall continue in full force and effect in accordance with its terms and provisions, as amended hereby.

8. Effective Date. This Joinder Amendment shall take effect when adopted by each of the Cities, the County, with the Authorized Districts consenting to the joinder of the County, as evidenced by their execution pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Joinder Amendment may be executed in counterparts which together shall constitute a single agreement. Electronically executed signatures may be accepted in lieu of originals if a Member agency has authorized electronic signatures through policy or otherwise.

[Participating Agency Signature Pages Follow]

CITY OF ARROYO GRANDE:

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF ATASCADERO:

By: _____
Mayor

Date _____

By: _____
Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF EL PASO DE ROBLES:

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF GROVER BEACH

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF MORRO BAY

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF PISMO BEACH

By: _____
Mayor

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
City Attorney

CITY OF SAN LUIS OBISPO

WHEREAS, all Authorized Districts are encouraged to execute the Joinder Amendment to Second Amended and Restated JPA prior to _____, or otherwise pursue means by which to achieve their waste diversion goals and to comply with the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, Senate Bill 1383, and all current and future state-mandated laws, rules and regulations; and

WHEREAS, the City Council of the City of San Luis Obispo desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of San Luis Obispo that the City of San Luis Obispo acknowledges, accepts, and agrees to be bound by the terms and conditions as set forth in Exhibit A. Upon motion of Vice Mayor Marx, seconded by Council Member _____, and on the following roll call vote:

AYES:
NOES:
ABSENT:

The foregoing resolution was adopted this ____ day of _____.

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

IN WITNESS WHEREOF, I have hereunto set my and affixed the official seal of the City of San Luis Obispo, California, on _____.

By: _____
City Clerk

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Deputy County Counsel

Date: _____

AVILA BEACH COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

CALIFORNIA VALLEY COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

CAMBRIA COMMUNITY SERVICES DISTRICT:

WHEREAS, the Board of Directors of the Cambria Community Services District desires to acknowledge, accept, and agree to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA.

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

1. The foregoing Recitals are true, correct and are incorporated herein.
2. The Cambria Community Services District hereby acknowledges, accepts, and agrees to be bound by the terms and conditions of the Joinder Amendment to Second Amended and Restated JPA, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
3. This Resolution shall take effect immediately upon adoption. The General Manager or his designee is directed to deliver this adopted Resolution to the IWMA's Interim Executive Director and Executive Committee.

Resolution _____ was adopted at a Regular Meeting of the Cambria Community Services District on _____.

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
Board Secretary

By: _____
District Counsel

HERITAGE RANCH COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
President

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

OCEANO COMMUNITY SERVICES DISTRICT

By: _____
President

Date _____

By: _____
Board Secretary

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

Date: _____

SAN MIGUEL COMMUNITY SERVICES DISTRICT

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing Resolution is hereby passed and adopted this _____ day of _____.

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
General Manager

By: _____
District General Counsel

By: _____
Board Clerk

SAN SIMEON COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

CAYUCOS SANITARY DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

GROUND SQUIRREL HOLLOW COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

TEMPLETON COMMUNITY SERVICES DISTRICT

By: _____
Chairperson

Date _____

By: _____
Clerk

Resolution No. _____

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
Attorney

LISR OF PARTICIPATING AGENCIES

CITIES	AUTHORIZED DISTRICTS
Arroyo Grande	Avila Beach CSD
Atascadero	California Valley CSD
El Paso de Robles	Cambria CSD
Grover Beach	Cayucos Sanitary District
Morro Bay	Ground Squirrel Hollow CSD
Pismo Beach	Heritage Ranch CSD
San Luis Obispo	Los Osos CSD
COUNTY	Nipomo CSD
The County of San Luis Obispo	Oceano CSD
	San Miguel CSD
	San Simeon CSD
	Templeton CSD

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.G.**FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: December 7, 2023

Subject: Discussion and Consideration to Approve
the Intent to Serve Letter for the East
Fiscalini Ranch Park Restroom and Amend
the Park Master Plan to Allow for Water
Using Restroom Design**RECOMMENDATIONS:**

It is recommended that the Board of Directors confirm its approval of the Intent to Serve Letter for the public bathroom facility at the East Fiscalini Ranch Park and approve a change to the Community Park Master Plan (CPMP) to allow the Board-approved water-serving restroom design.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Application for the Fiscalini Ranch Park-East Restroom project was submitted by staff to the County of San Luis Obispo in March of 2022. The project is going through the zoning clearance and minor use permit processes and is currently in the construction process, which is beyond the appeal window for this project. Before the staff submitted the permit application to the County, the approved bathroom design received substantial consideration and discussion by the PROS Commission on March 2, 2021, August 4, 2021, and October 5, 2021. At these PROS Commission meetings, CCSD's consultant received community input regarding the design and subsequently presented design options to the Commission based on that community input. PROS voted unanimously in March to recommend a reduced potable water design to the Board because it was the most economical and required the least maintenance, and in August, voted unanimously for their design recommendation to the Board of Directors, with minor revisions to that design relating to a dog washing station and utility room access.

On September 9, 2021, the Board of Directors discussed and considered the proposed restroom design and voted unanimously to approve the design, which includes potable or non-potable flush toilets and sinks. The Board received the final design on October 14, 2021, with the Board's direction to staff to move the project forward.

Staff is currently working to provide documents to the County pursuant to their subsequent Plan Check Response. One such document is the Intent-to-Serve Letter, which requires Board approval. As with the Intent-to-Serve Letter for Cambria Skate Park, approved by this Board on November 9, 2023, staff previously assumed Board approval of an Intent-to-Serve in light of the Board's previous direction to file the permit application. Today, staff seeks confirmation of the Board's approval.

The restroom permitted under the current wording of the CPMP is limited to waterless designs. Water-using designs were permitted in the Master Environmental Impact Report for the Fiscalini Ranch (MEIR),

provided every effort was made to limit the impact on the potable water system, including closing the restroom and using temporary portable toilets during Stage 4 and above drought conditions, and using non-potable water for flushing the toilets. Currently, non-potable water is unavailable at the park, and developing a non-potable source is cost-prohibitive and, therefore, not economically feasible. Should non-potable water be available at a future date, the current Board-approved design of the restrooms would allow for conversion to non-potable water for toilet flushing.

It is recommended that the Board of Directors confirm its approval of the Intent to Serve Letter for the public bathroom facility at the East Fiscalini Ranch Park and approve a change to the Community Park Master Plan to allow the Board-approved water-serving restroom design.

Attachments: Community Park Restroom Intent to Serve Letter
Amended Park Master Plan
CCSD Annual Water Diversion 1988-2022
East Ranch Community Park Restroom Timeline
Civil Design Studio: Fiscalini Ranch Bathroom Project Selection

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

KAREN DEAN, President
 TOM GRAY, Vice President
 HARRY FARMER, Director
 DEBRA SCOTT, Director
 MICHAEL THOMAS, Director



OFFICERS:

MATTHEW McELHENIE, General Manager
 TIMOTHY J. CARMEL, District Counsel

Physical address: 1316 Tamsen Street, Suite 201, Cambria CA 93428
 Mailing address: P.O. Box 65 • Cambria CA 93428
 Telephone (805) 927-6223 • Facsimile (805) 927-5584

7/14/2023

County of San Luis Obispo
 Department of Planning & Building
 976 Osos St Room 200
 San Luis Obispo, CA 93408

CONDITIONAL CONFIRMATION OF WATER & SEWER AVAILABILITY

Service Address	2021 RODEO GROUNDS RD		
Project Summary	Adding a public restroom to the Cambria dog park		
Project Type	Remodel/Addition	Owner Name	CCSD

Cambria Community Services District (CCSD) has reviewed the plans, dated 1/13/2023, provided by the applicant for a Will Serve to remodel/improve the above property. **Said project is authorized with conditions as indicated below:**

Standard Conditions

- 1. If the project adds or changes water fixtures, all existing and new water fixtures must meet current standards under Title 4 of District Code. CCSD plumbing code is more stringent than the Cal Green Plumbing Code. Visit <https://www.cambriacsd.org/retrofit-program> for more information.**
- 2. If the project adds or changes water fixtures, applicant must go online to submit a retrofit verification form prior to permit finalization. Visit <https://www.cambriacsd.org/retrofit-program> to submit.**
- 3. If the project requires watering for new landscaping, all plants are required to be native or drought tolerant per the CCSD Water Shortage Contingency Plan. Visit <https://www.cambriacsd.org/wscp-stage-1> for more information.**
- 4. Please note if fire sprinklers are required for the above project and as a result the existing water meter and/or water service line need to be increased, a separate agreement between the Applicant and CCSD will be required. All costs associated with increasing water meters and water service lines, including roadway repair, are the responsibility of the Applicant. Applicants, or their fire protection engineer, must work with Cambria CSD Fire Department and Water Department staff to determine water meter size requirements.**

5. **Guesthouses must conform to County standards and may not be rented as a separate dwelling unit.** CCSD code requires all separate dwelling units to be individually metered.

Projects Using Grandfathered or Active Service Meters:

Grandfathered meters are non-active service commitments which predate the Water Code Section 350 emergency declaration, and which are connected to the CCSD's water system. Grandfathers pay minimum bi-monthly billing to maintain their status. A listing of grandfathered meters, as well as other non-active and active service commitments is available on the CCSD's website at www.cambriacsd.org/water-permits-and-wait-lists.

Grandfather allocation N/A out of 8 for 2022.

Impact Fees for Added Water Fixtures

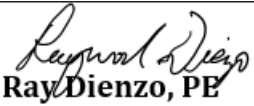
Per the plans dated 1/13/2023 provided by the applicant, the following impact fees have been assessed for added water fixtures. Impact fees are reserved to fund Board-approved retrofit and water use efficiency programs.

Water Fixture Added	Qty	Fee Assessed (\$)
Lavatory/Kitchen Sink	2	800
Toilet/Urinal	2	800
Shower/Bathtub	0	0
Bar/Laundry Sink	2	400
Clothes Washer	0	0

Approval of the subject project is valid for **3 years from the date of issuance** of this Will Serve. After this date, **or if the project plans are subsequently revised**, Applicant must re-apply for approval of the project, subject to the standards of CCSD's Municipal Code at the time of re-submission.

If you have any questions concerning this matter, please call this office for assistance.

CCSD Staff Approvals

Reviewed By:	Tristan Reaper	Approved By:	 Ray Dienzo, PE Utilities Department Manager/District Engineer
Review Date:	6/15/2023	Approved Date:	7/14/2023



FISCALINI RANCH PRESERVE EIR AND REVISED COMMUNITY PARK PLAN

I. PROJECT DESCRIPTION

The proposed project consists of implementation of the adopted *East West Ranch Public Access & Resource Management Plan* (April 24, 2003) and proposed Revised Community Park Master Plan (Firma, 2009). The *East West Ranch Public Access & Resource Management Plan*: 1) summarizes the FRP's natural resources, existing conditions, and constraints; 2) defines an overall management philosophy; 3) describes specific guidelines and standards for public use, resource restoration and protection; 4) defines methods for maintaining Ranch amenities, both natural and manmade; and, 5) provides guidance for operating and implementing the plan. The proposed Revised Community Park Master Plan expands upon the *East West Ranch Public Access & Resource Management Plan* by providing additional details regarding proposed amenities and features within the active recreation area on the East FRP.

The Revised Community Park Master Plan is similar to the original proposed Community Park Master Plan considered in the EIR; however, the revised plan substantially reduces the proposed active development area. Key revisions include:

- Playfield turf reduced from 8.2 acres to 5.05 acres.
- 3.15 acres of informal non-irrigated active recreation.
- Significant reduction of turf in picnic area.
- Overall turf reduced by 49%.
- Water Supply impact reduced to less than significant due to non potable water source, 49% overall reduction in turf, and minimal watering.
- Elimination of Community Center, hard courts and bleachers.
- Parking reduced from 146 to 97 spaces. Permeable, non asphalt surface.
- No night lighting.
- Active use areas that produce noise pushed as far from south boundary as possible.
- Setback buffer zone widened along creek.
- Buffer zones shifted north with increased native buffer zones.

The intent of the revised plan is to:

- Reduce or eliminate amenities while meeting the community's most pressing active recreation needs;
- Avoid or substantially reduce significant, adverse, and unavoidable impacts;
- Reduce anticipated demand for non-potable water resources;
- Respond to public comments regarding the scope, components and character of the original proposed Community Park Master Plan; and,
- Consider future funding constraints.

The project site is located within the boundaries of the Fiscalini Ranch Preserve (FRP) (formerly known as East-West Ranch), which is bisected by Highway 1 near central Cambria. The project site is within the North Coast Planning Area Cambria Urban Area, and the recently-adopted land use categories for the project site are Open Space and Recreation (refer to Figure III-4 in the EIR) (*Cambria and San Simeon Acres Community Plans of the North Coast Area Plan*, 2006). The *Community Plan* and associated EIR were adopted by the County of San Luis Obispo Board of Supervisors on April 4, 2006. The land use category maps and planning area standards were approved and adopted by the California Coastal Commission and County Board of Supervisors in August 2008.

The proposed project, which consists of a series of subsequent projects identified in the *East-West Ranch Public Access & Management Plan*, would be developed in phases, as funds become available (refer to Tables 1 and 2 below). The specific characteristics of the proposed project, including applicant and agent information, project objectives, structures and physical changes, are described in the following sections.

TABLE 1
Subsequent Project Summary
West Fiscalini Ranch Preserve

Project	Kind	Location	Intensity	Est. Capital Outlay*
Ridge Trail and Gate-compacted soil	Trail- Equestrian, hiking, bike	West FRP	5,100 feet long 6 feet wide	No trail improvements.
Forest Loop, Safety Signage-compacted soil	Trail-Hiking, bike	West FRP	4,905 feet long 2-4 feet wide	No trail improvements. Signage within 2 yrs. CCSD
Victoria Lane-compacted soil	Trail-Hiking, bike	West FRP	950 feet long 2 feet wide	No trail improvements
Meander-natural trail	Trail-Hiking, bike	West FRP	1,800 feet long 2-4 feet wide	No improvements
Creek to Forest-Compacted soil or decomposed granite	Trail-Equestrian, hiking, bike	West FRP	2,100 feet long 2-4 feet wide	No improvements
Santa Rosa Creek West-All weather surface	Trail/Road-Equestrian, hiking, bike	West FRP	1,400 feet long 10 feet wide	No improvements
Wallbridge-Compacted soil or decomposed granite	Trail-Hiking	West FRP	2,300 feet long 2-4 feet wide	No improvements
Creek to Ridge-Compacted soil or decomposed granite	Trail, Equestrian, hiking, bike	West FRP	1,300 feet long 2-4 feet wide	Project abandoned
Terrace to Ridge –Compacted soil or decomposed granite	Hiking	West FRP	3,000 feet long 2-4 feet wide	No improvements
Cambria Drive Staging Area	General Parking	West FRP	To be determined	TBD
Huntington Lot	General Parking	West FRP	To be determined	TBD
CCSD WWTP/Windsor Bridge Lot	Parking/Restroom/Trolley Stop	West FRP	To be determined	5-10 years – grants
Windsor Boulevard Lot	Handicapped Parking	West FRP	To be determined	North end complete
Local County Parks-minor improvements	Existing Parking	West FRP	To be determined	Unknown
Bank Stabilization-throughout ranch-temporary re-channeling of stream flow and exclusionary fencing	Restoration	West FRP	Areawide	Fall 2007 – grant (completed), on-going as needed
Invasive and Non-native Vegetation Removal-throughout ranch-small equipment or hand work only (no large equipment)	Restoration	West FRP	Areawide	Fall 2007 – CCSD and volunteers (completed), on-going as

Project	Kind	Location	Intensity	Est. Capital Outlay*
				needed
Seaclift Gully	Stabilization	West FRP	Localized	Underway – CCSD
Warren/Trenton Gully	Stabilization	West FRP	Localized	Unknown
Riparian Enhancement within Santa Rosa Creek, seasonal wetlands, protection of Monterey pine forest, stabilization of coastal bluffs, grassland management	Habitat Restoration	West FRP	Areawide	10-year phased – CCSD, riparian underway
Fuel Management-Lodge Hill	Maintenance	West FRP	Lodge Hill Only	Ongoing – CCSD

* Capital Outlay is defined as a capital outlay or capital improvement program, or other scheduling or implementing device that governs the submission and approval of subsequent projects (PRC Section 21157(b)(2))

TABLE 2
Subsequent Project Summary
East Fiscalini Ranch Preserve

Project	Kind	Location	Intensity	Est. Capital Outlay*
Multi-use Sports Fields	Community Park	East FRP	5.05 acres	3-5 years
Non-irrigated Active Recreation	Community Park	East FRP	3.15 acres	No improvements
Playground	Community Park	East FRP	.09 acre	5-7 years - grants
Fenced Dog Park	Community Park	East FRP	.58 acre	N/A
Native Landscaping	Community Park	East FRP	13.49 acres	N/A
Picnic Areas	Community Park	East FRP	1.69 acres	N/A
Restrooms	Community Park, Infrastructure	East FRP	300 sf	2 years - private
Parking	Community Park, Infrastructure	East FRP	.94 acres	2 years - grant
Storage and Maintenance	Community Park	East FRP	.04 acre	2 years - grant
Santa Rosa Creek East-Compacted soil	Trail-Equestrian, hiking, bike, emergency access	East FRP	4,400 feet long 10-16 feet wide	No improvements
Ramsey Trail-Compacted soil	Trail-Hiking	East FRP	1,800 feet long 2-4 feet wide	N/A
CCSD Water Facility (pumphouse) Relocation-1 bldg, emergency generator, pipeline and access	Water Structure	East FRP	0.39 acre	5-10 years - grant
Bank Stabilization along Santa Rosa Creek and drainages	Stabilization	East FRP	Areawide	2-4 years - grants
Invasive and Non-native Vegetation Removal-throughout ranch-small equipment or hand work only (no large equipment)	Restoration/Maintenance	East FRP	Areawide	Ongoing - CCSD
Piney Way Gully-a new drainage across the FRP to facilitate drainage flow from this area to Santa Rosa Creek	Restoration/Drainage	East FRP	Santa Rosa Creek Drainage and Gully area	2-3 years - grant
Fuel Management	Maintenance	East FRP	Areawide	3-5 years - CCSD
Access Improvements (Rodeo Grounds Drive and Piney Way emergency Access)	Access and Maintenance	East FRP	24 feet wide (primary) 16 feet wide (emergency)	3-5 years

* Capital Outlay is defined as a capital outlay or capital improvement program, or other scheduling or implementing device that governs the submission and approval of subsequent projects (PRC Section 21157(b)(2))

II. PROJECT COMPONENTS

The Management Plan includes several allowable uses, including hiking, bicycling, and a community park for active recreational uses on the East FRP. Uses proposed for regulated uses (or uses requiring special permits) include animal grazing, equestrian use, group assembly/public gatherings, educational studies and research, vehicle access (limited to emergency, restoration, construction, or grazing operations), and utility and service facilities.

I. WEST FISCALINI RANCH PRESERVE

Proposed improvements within the West FRP would include multi-use trails, gates and stiles, fences, benches, and signs. Some trails, gates, stiles, fences, and benches are already in place. The Management Plan also includes restoration activities including creek bank stabilization, invasive and non-native plant eradication, gully stabilization, vegetation management, and habitat restoration.

1. TRAILS

The proposed Management Plan includes eleven (11) trails on the West FRP, including one trail that extends through the West FRP and East FRP (refer to Figure III-5 in the EIR). These trails have been informally established by historic cattle trails, foot, and bicycle traffic on the FRP. As of November 2006, the CCSD has improved two trails on the West FRP (the Bluff Trail and the Marine Terrace Trail). An additional nine trails would be maintained on the West FRP, and would range from multi-use to pedestrians only. The proposed trail plan was updated from the *Public Access Plan* adopted in March 2003.

2. PARKING AREAS

The following descriptions of proposed parking areas are based on the adopted *East West Ranch Public Access & Management Plan* (2003) and Conservation Easement.

a. FRP Parking

Public parking areas currently exist and would be located within and adjacent to the FRP boundaries, as shown in Figure III-6 in the EIR, and described as follows:

(a) Highway 1 / Cambria Drive Staging Area

The Highway 1/Cambria Drive Staging Area may include a parking lot and information kiosk. This lot would be located near Highway 1, in the northeast corner of the West FRP. This lot may provide access to the FRP.

(b) Huntington Lot

(c) This lot is located offsite and immediately adjacent to the northern boundary of the West FRP, in between Pembroke and Guildford Streets. This lot would be improved with compacted gravel. A trailhead sign and gate would be installed at this location. The Management Plan calls for this lot to be ADA-accessible. CCSD Wastewater Treatment Plant / Windsor Bridge

The CCSD wastewater treatment plant parking lot would serve as a staging area for the Crosstown Trail and Santa Rosa Creek (West) Trail. Facilities would include an informational kiosk, signage, and trailheads. A portable or permanent restroom may be constructed at this location. A trolley stop is also proposed.

(d) Windsor Boulevard

A handicapped-only parking area is available at the northern terminus of North Windsor Boulevard in association with the Marine Terrace and Bluff Trails, within the FRP. This lot consists of compacted soil and surface material.

(e) Local County Parks

Existing parking areas at local county parks, including Shamel Park, would be utilized for trolley stops to minimize traffic near trailheads, and provide shared parking for trails and park areas.

3. CELLULAR TELECOMMUNICATIONS FACILITY

The CCSD submitted a land use application on behalf of the telecommunications vendor to the County of San Luis Obispo for wireless telecommunications facility and access road (Ridge Trail) on the West FRP. The application was considered and denied; subsequently the CCSD proposes to remove the wireless telecommunications facility and all-weather access improvements to the Ridge Trail from the subsequent projects list.

4. SENSITIVE RESOURCE RESTORATION AND PROTECTION

Proposed restoration activities include bank stabilization, removal of invasive and non-native vegetation, stabilization of gullies, habitat restoration, and forest management for Monterey pines.

a. Bank Stabilization

Bank stabilization projects would occur along Santa Rosa Creek, and would comply with the California Department of Fish and Game Salmon Stream Habitat Restoration Manual (1998, revised 2006). Restoration projects within Santa Rosa Creek on the West FRP have been completed. Methods may include tree trunk, boulder, and native plant wattling. Temporary re-channelizing of the stream flow and mechanical excavation would be required. Where needed, creek banks would be manually revegetated, including the dispersal of native riparian plant seeds, transplanting native seedlings, saplings, or willow sticks. Exclusionary fencing would be installed in areas frequently disturbed by incidental human foot traffic.

b. Invasive and Non-native Vegetation Removal

Invasive and non-native vegetation would be removed manually, including hand pulling, digging, and weed whipping. Within grassland areas on the West FRP, outside of coastal wetlands, bio-degradable chemicals may be applied to non-native species. Small animal spot grazing may be used to control non-native species. Revegetation efforts would be assisted by hand spreading of native seeds. Existing ice plant along the bluff edge may remain, and additional revegetation with native plants would be implemented. Erosion control measures adjacent to the Bluff Trail may include placement of wood or recycled product.

c. Gully Stabilization

Gully stabilization would occur in a number of locations on the West FRP including the “SeaCliff” Gully and “Warren/Trenton” Gully. During development of the Management Plan, the Natural Resource Conservation District (NRCS) recommended erosion control and gully stabilization methods, which are summarized below.

(a) “Seacliff” Gully

The NRCS recommended two measures to control erosion within this gully. The first option includes grading and backfilling the gully with imported soil, boulders, and large rock. The topsoil would be stabilized with straw matting or bundles, and seeded with native grasses and flowers. Protection fencing would be installed, and restoration efforts would be maintained and monitored. The second option recommended by the NRCS includes grading the gully banks to a minimum 2:1 slope, and backfilling the upper cut. Boulders and logs would be installed along the drainage, and plants would be installed along the bank slopes. The stream channel would be revegetated with wetland species similar to naturally vegetated stream channels in the area. Protection fencing would be installed, and restoration efforts would be maintained and monitored.

(b) “Warren/Trenton” Gully

The Management Plan does not propose specific restoration efforts for this gully. The plan recommends consultation with NRCS to develop and appropriate plan. Restoration efforts have been initiated within this gully.

d. Habitat Restoration

Habitat restoration would occur throughout the FRP, as shown in Figure III-7 in the EIR. Restoration activities would include riparian enhancement within Santa Rosa Creek, improvements to seasonal wetlands, protection of Monterey pine forest, restoration and stabilization of coastal bluffs, and management of grassland habitat.

e. Fuel Management

Fuel reduction methods identified in the adopted *East West Ranch Management Plan and Conservation Easement (2003)* include the creation of defensible space within 50 to 300 feet of the Lodge Hill neighborhood within the forested area of the FRP. Methods would include removal of dead standing trees, dense underbrush, and tree limbs within six feet of the ground. No fires or smoking would be permitted on the FRP.

II. EAST FISCALINI RANCH PRESERVE

Proposed improvements within East FRP would include a 26.5-acre community park including 11.63 acres of developed active and passive recreational areas, 1.38 acres of infrastructure and CCSD facilities, and 13.49 acres of native landscape, existing enhanced native landscape, and existing native pine and riparian woodland, including Santa Rosa Creek. The Public Access and Management Plan also includes vegetation management and habitat restoration. Relocation of the CCSD Water Facility is also included in the plans for the East FRP. The CCSD initiated development of plans for the relocated water facility, and the project-specific environmental document is now underway. The Revised Community Park Master Plan includes development outside of the FRP within existing public right-of-way (portions of the proposed water facility, park access road, parking, and landscaping).

5. COMMUNITY PARK MASTER PLAN

A community park is defined as an active larger park that typically serves more than one neighborhood, and provides a mix of active recreation facilities. As noted in the adopted County *Parks and Recreation Element*, community parks are 25 or more acres in size, and provide recreation facilities that serve the community and in some cases visitors from outside the local community. Community parks tend to be more active in nature and/or provide a greater mix of active recreation.

a. Active Recreation Facilities

Proposed park amenities include grass areas for use as athletic play fields and general community recreation. The Revised Community Park Master Plan includes: an open multi-use irrigated grass area; a fenced dog park; and, a children's playground. The active uses on proposed fields could include soccer, little league baseball, softball, and other sports activities. The fields will not be fenced, enhancing their availability for other non-organized uses. Turf grass will be a combination of native deep-rooted and drought tolerant species. Temporary striping, a fixed backstop, and equipment would be used to accommodate a variety of activities. A non-irrigated active recreation area would be available adjacent to the playfields. The existing eucalyptus trees to the east of the multi-purpose field would be removed to reduce the potential for harm to participants from falling branches and downed trees.

b. Internal Trail System

A non-paved path system would meander throughout the park and connect to other trails such as the Cross Town Trail, Santa Rosa Creek – East Trail, and an equestrian trail to the west. A hitching post, trailheads, bike racks, benches, picnic tables, and trash enclosures are also proposed.

c. Community Park Infrastructure and Public Use Facilities

A permeable-surface parking lot accommodating 97 spaces is proposed within the northeastern portion of the community park. Motorcycle parking, handicapped parking, a drop-off area, additional bike racks, and trash enclosures are proposed within the parking area. ~~A waterless,~~

~~self-contained restroom~~ A standard restroom, dual-plumbed for ~~non-potable toilet-flushing and non-potable restroom-cleaning~~, would be located adjacent to the park active core near the parking lot. A picnic grove is proposed within the park, which may include benches, tables, and natural areas. An existing residence on the East FRP would remain in place temporarily. Upon development of the community park, the CCSD would either remove the building, or utilize the structure for management offices and storage of materials related to the community park.



d. Access

The park would be accessed from Rodeo Grounds Drive (24-foot wide paved road), which extends west from Burton Drive. A 16-foot wide, all-weather, emergency access road would extend from the parking area to connect with Piney Way. A gate is proposed near the connection to Piney Way to limit the use of the road for emergency use only. Bicyclists and pedestrians can access the park via existing and proposed trail systems, including the Cross Town Trail.

e. Signage and Lighting

A park sign would be located at the eastern entry to the park. Additional educational and informational signs would be located throughout the park, and at trailheads. The proposed park would be open during daylight hours only, and no lighting is proposed for the fields, or trail systems. Limited, shielded security lighting would be installed on the bridge, playground, parking areas, and restrooms. Lighting would be operated automatically at dusk, and would turn off at dark (no night lighting).

f. Natural Areas

A native vegetation meadow is proposed within the southern portion, and western third of the park. Natural areas are also proposed along the southern and northern perimeter of the park, including the Santa Rosa Creek riparian corridor. Riparian corridor enhancement will include non-native plant and weed removal and replanting of native riparian vegetation where needed. The native plant enhancements include native tree and shrub areas adjacent to the perimeter trail system that are currently exotic grassland. These areas will be planted with native plant species to augment native habitat. The preserved and enhanced native habitat and landscape areas comprise 51 percent of the Community Park area.

g. Grading and Drainage

The community park site drains to the west in a sheet flow, eventually entering Santa Rosa Creek. The proposed grading and drainage concept involves minimal grading and drainage improvements. At the field edges along the south side of the park, a series of drain inlets would pick up some of the storm water flow from the fields as well as intercept some of the runoff from the off site watershed. The storm drain system would convey water to an outfall west of the park where storm water would travel overland eventually entering Santa Rosa Creek to the west.

At the field edges along the northern edge of the park an open vegetated swale and storm drain would convey storm water west parallel to the creek to the same outfall point west of the park. No direct storm drain pipe outfall to the creek is proposed. The parking area is proposed to be essentially at existing grade with cut /fill generally at plus or minus one foot. Storm water runoff from the base-rock parking area would flow to the vegetated swale described above. During a 100-year storm event flood levels are anticipated to be out of the creek bank west of the

proposed parking area and would sheet flow across the site. The proposed restroom structure would be located outside of the 100-year flood zone. The grading concept does not propose disturbance within the Santa Rosa Creek riparian corridor.

h. Landscaping

Landscaping is proposed throughout the community park area, including native trees, shrubs, scrub, and flowers. Four planting zones are proposed: upland woodland edge, riparian edge, bioswale/riparian buffer, and native ornamental landscape.

i. Water Supply

Water supply for irrigated turf will be provided by the CCSD's wastewater treatment plant off of Windsor Boulevard, or an existing non-potable groundwater well near the wastewater treatment facility percolation ponds off of San Simeon Creek Road. The water would be non-potable and in compliance with California Title 22 requirements (CCR, Title 22 – Social Security, Division 4 – Environmental Health, Chapter 3 – Reclamation Criteria, Sections 60301 through 60475). Water from the wastewater treatment plant would be treated to meet disinfected tertiary recycled water quality. Water from the non-potable groundwater well would be further tested to confirm whether additional treatment is needed. This groundwater currently consists of a mix of groundwater and disinfected secondary effluent. An approximately 4,000-gallon tank truck would collect the water, and transport it to a 25,000-gallon, 16-foot wide by 16-foot tall water tank within the community park. Estimated truck trips would be five or six trips per week between the months of May through October. The revised project incorporates water conservation measures listed in the EIR, including the use of mixed native deep-rooted and drought tolerant species within the turf area. Water would be stored in the tank for irrigation use within turf and landscaped areas.

6. TRAILS

The proposed Management Plan includes two trails on the East FRP. Trail use would range from multi-use to pedestrians only.

a. CCSD WATER PUMP STATION RELOCATION

An existing CCSD water pump station would be demolished and relocated outside of the Santa Rosa Creek floodplain. The new replacement pump station would be located within the East FRP, adjacent to the proposed Community Park area. The new pumping station building would be approximately 2,000 square feet in size, and include a pump room, emergency generator room, electrical room, and storage room. The proposed plans to relocate the facility are currently in process, and a project-specific environmental determination has been initiated.

7. SENSITIVE RESOURCE RESTORATION AND PROTECTION

Proposed restoration activities include bank stabilization, removal of invasive and non-native vegetation, stabilization of gullies, and habitat restoration.

a. Bank Stabilization

As discussed in the section above for proposed West FRP activities, bank stabilization projects would occur along Santa Rosa Creek.

b. Invasive and Non-native Vegetation Removal

On the East FRP, non-native plant removal efforts are ongoing and include mechanical removal, application of approved herbicides, and small animal grazing. Native species would be introduced through seed sowing and planting of young starts. Mowing occurs within this area to maintain fuel loads.

c. Gully Stabilization

Gully stabilization on the East FRP would occur within the Piney Way Gully. During development of the Management Plan, the NRCS recommended erosion control and gully stabilization methods, which are summarized in the following section.

(c) East FRP – Piney Way

The Management Plan recommends joint efforts with the County of San Luis Obispo to stabilize this drainage gully, which is located offsite. The plan includes a new drainage across the East FRP to facilitate drainage flow from this area to Santa Rosa Creek.

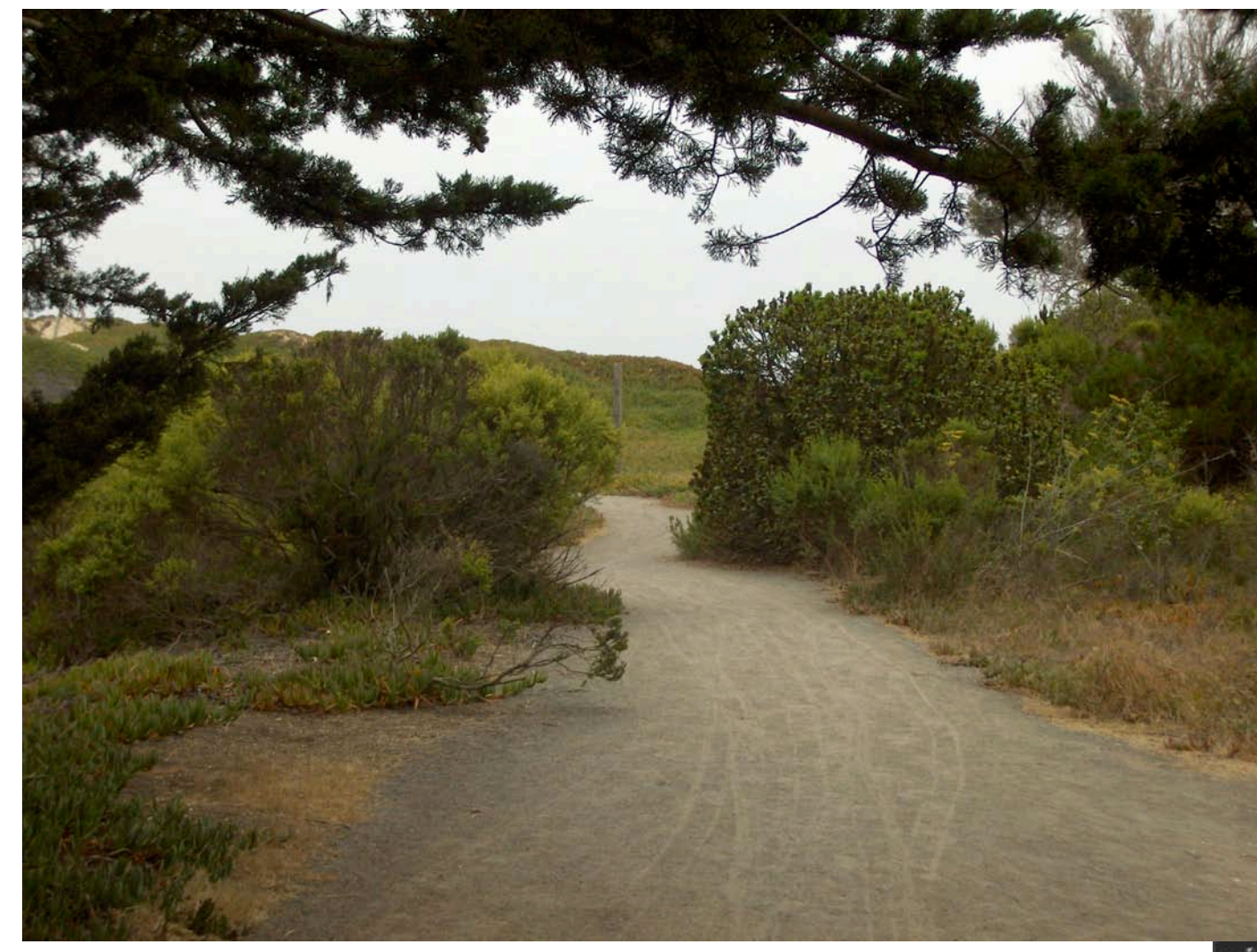
d. Habitat Restoration

Habitat restoration would occur throughout the FRP, as shown in Figure III-7 in the EIR. Restoration activities would include riparian enhancement within Santa Rosa Creek, improvements to seasonal wetlands, protection of Monterey pine forest, restoration and stabilization of coastal bluffs, and management of grassland habitat.

e. Fuel Management

Fuel reduction methods include the creation of defensible space within 50 to 300 feet of the Lodge Hill neighborhood within the forested area of the FRP. The CCSD performs ongoing removal of dead standing trees, dense underbrush, and tree limbs within six feet of the ground. No fires or smoking are permitted on the FRP.

D.G. Trail



Backstop



Picnic Grove



Playground



Buffalo Grass



Bioswale

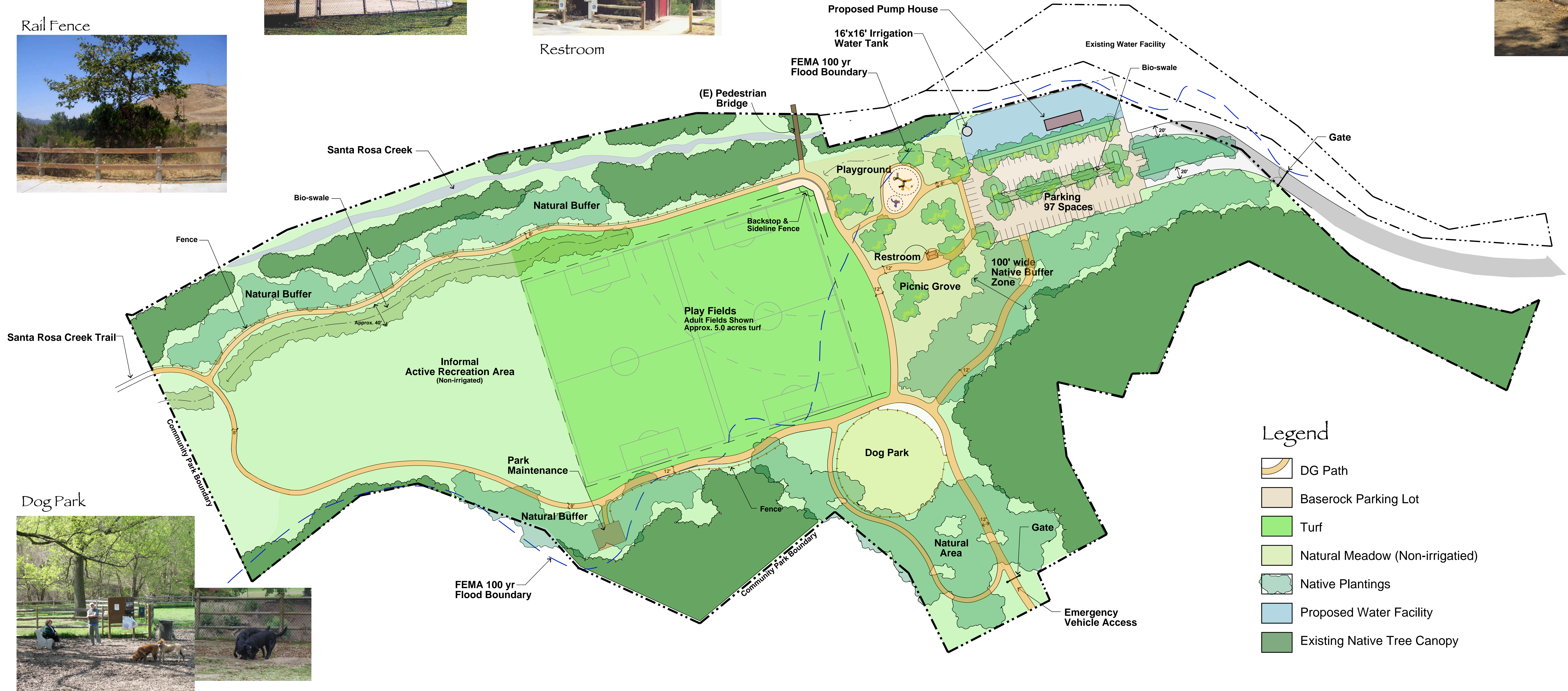
Baserock Parking



Rail Fence



Restroom



Santa Rosa Creek

Bio-swale

Fence

Natural Buffer

Informal Active Recreation Area (Non-irrigated)

Santa Rosa Creek Trail

Community Park Boundary

Backstop & Sideline Fence

(E) Pedestrian Bridge

FEMA 100 yr Flood Boundary

Proposed Pump House

16'x16' Irrigation Water Tank

Existing Water Facility

Bio-swale

Gate

Playground

Parking 97 Spaces

Restroom

Picnic Grove

100' wide Native Buffer Zone

Play Fields Adult Fields Shown Approx. 5.0 acres turf

Dog Park

Park Maintenance

Natural Buffer

Fence

Natural Area

Gate

FEMA 100 yr Flood Boundary

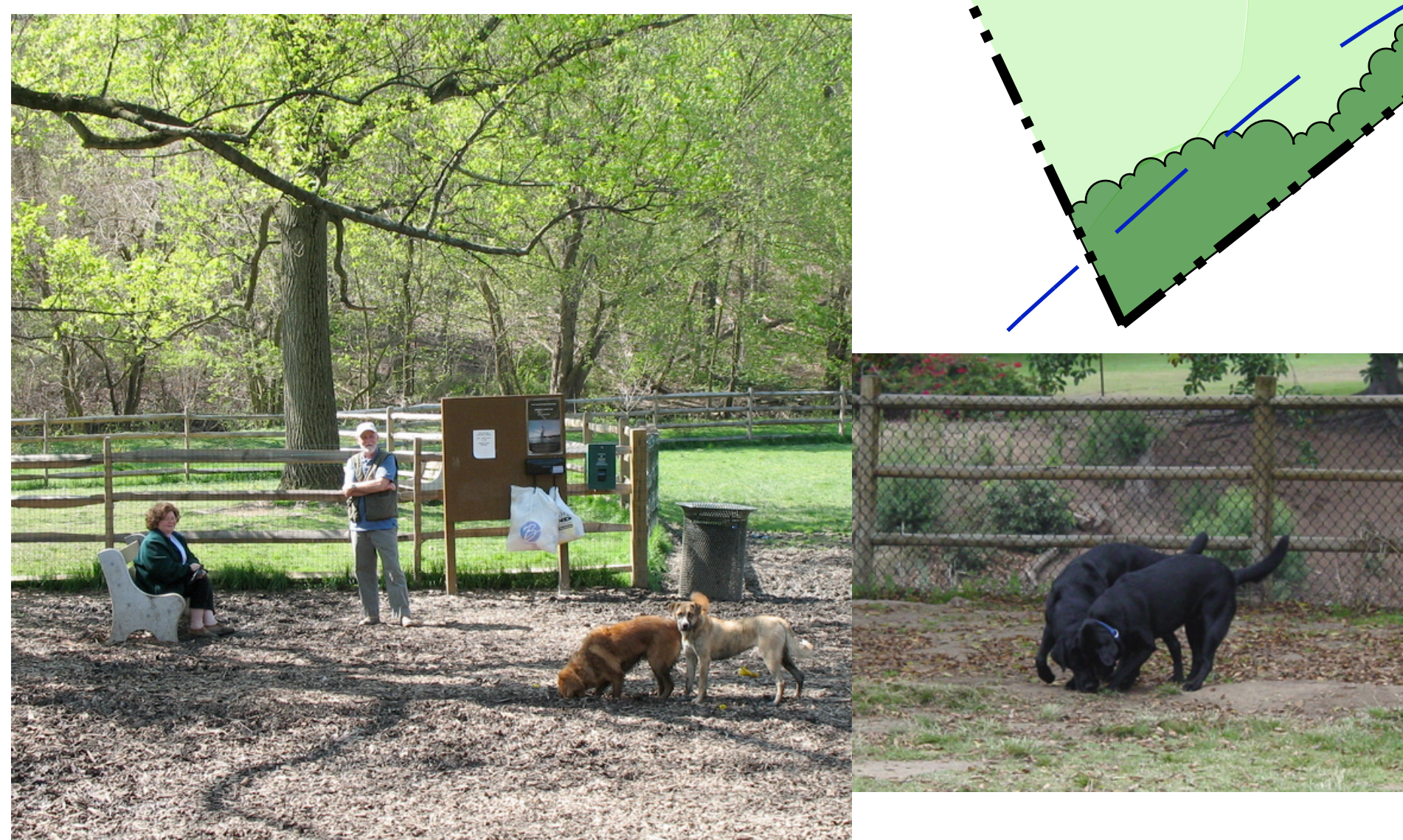
Community Park Boundary

Emergency Vehicle Access

Legend

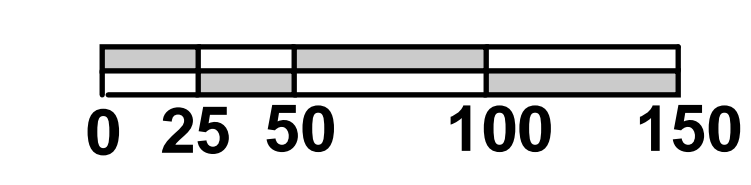
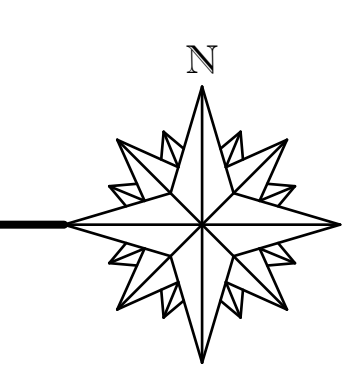
- DG Path
- Baserock Parking Lot
- Turf
- Natural Meadow (Non-irrigated)
- Native Plantings
- Proposed Water Facility
- Existing Native Tree Canopy

Dog Park



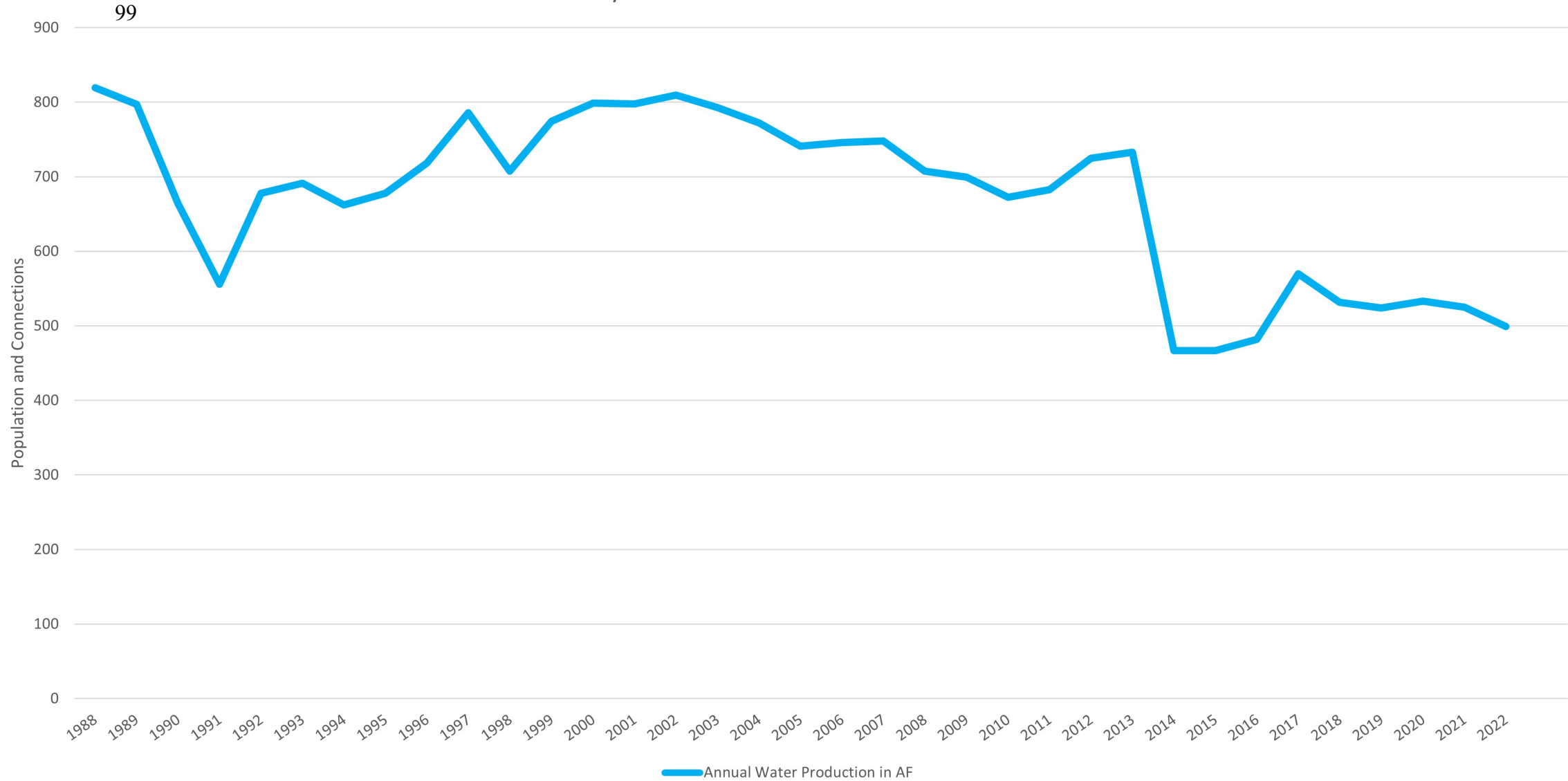
Fiscalini Ranch Preserve-
Cambria Community Services District

Revised Community Park Plan



November 10, 2009

Cambria Community Services District Annual Water Diversion 1988-2022



99

Annual Water Production in AF

East Ranch Community Park Restroom Timeline

CCSD Parks, Recreation & Open Space Committee (PROS) and CCSD Board of Directors Meetings

3/5/2019: The PROS Commission discussed County requirements for the restroom before any additional development of the park. Wet or dry restroom? Wet could be mitigated; there is a well for non-potable near the F&R yard. Commissioner Johansson will look into prefab restrooms.

5/7/2019: The PROS Commission discussed the need for the restroom. The dog park is sitting on the sewer line, and wells nearby can provide non-potable water.

6/4/2019: The PROS Commission held a discussion with Monte Soto from Civil Design Studio regarding the development of the Phase 2 Plan, limited to the restroom and access path. Mr. Soto gave details on the procedure for County permitting and pre-application meeting with the County. A motion was approved to contract with CDS for consulting on the design for the restroom and paths and initiate the permitting process, not to exceed the PROS \$20K budget. PROS will monitor plans and permit process as it unfolds.

8/6/2019: The PROS Commission discussed the \$20k budget being lost to Skatepark planning. PROS reviewed restroom plans brought by Commissioner Johansson, the floor plan was chosen, and the motion was approved for Commissioner Johansson to get bids for the chosen restroom design.

9/3/2019: PROS Commissioner Johansson reported on the chosen restroom design and kit and preliminary scope of work. The plan was for two unisex restrooms with a storage area and minimal water use. All project components are estimated at \$220k-\$250k, timing based on budget.

10/1/2019: The PROS Commission discussed the OGAL grant.

12/3/2019: The PROS Commission toured the East Ranch and confirmed the location for the restroom.

1/7/2020: The PROS Commission discussed the Tourism Infrastructure/ Beautification Grant and the use of the grant for the restroom.

2/4/2020: The PROS Commission reviewed the design and plans for a low-water use double restroom; diagrams were attached to the agenda.

3/3/2020: The PROS Commission held a discussion and considered applying for a Beautification Grant for restroom design and permitting. State and County rules pertaining to restrooms require a baby changing area and sink. Chair Kniffen will write the grant as that is allowed by a board-recognized advisory body.

7/7/2020: The PROS Commission received approval for a Beautification Grant for \$20k for toilet design finalization and construction plan, specification for sewer and water lines, lighting, access trail, and maintenance equipment plans to be used for County permitting process and construction bids. The East Ranch restroom is to be the same size as restrooms in East and West Villages, both with baby changing areas.

8/4/2020: GM Weigold announced to the PROS Commissioners that the CCSD received a Prop 68 Grant for \$177k for either the Skatepark or restroom. Potential projects to be discussed at the Board meeting on 8/13/2020. Regarding the PROS Beautification Grant, Commissioner Johansson will pull the best ideas from bathroom prefab brochures and forward them to CDS to start the restroom project on the way to the County for permits.

9/1/2020: The PROS Commission discussed the Beautification Grant use for the restroom and discussed that the EIR allows for both low-water restrooms and dry restrooms. Commissioner Bahringer said the County would okay low flush and low water facility and mentioned the possibility that the old Phillips well might be used as it was slated for use on soccer fields. Ms. Connolly suggested hand washing outside of the building with an iron gate to lock up. The vote was unanimous to have CDS pursue design and permitting. Grant papers signed 9/3/2020; GM Weigold okayed PROS to go ahead, which would save Board time. The use of water was questioned; EIR says dry toilets but then also says the use of water for health and safety. Mr. Soto from CDS was asked to check with the County to see if the EIR would need to be amended. Commissioner Bahringer talked to County Planner Steve McMasters, who said if the toilets were water-efficient, they would comply with the EIR.

3/2/2021: The PROS Commission received a presentation from Monte Soto from CDS on the East Ranch restrooms. Mr. Soto outlined four types of restrooms; his report is attached to the agenda. They discussed the pros and cons, water use, required maintenance, and cost associated with composting, pit/vault, reduced potable, and conventional (fully potable) restrooms. Utilities Department Manager/District Engineer Dienzo said that the reduced potable was the best option for the park; all Commissioners agreed and unanimously recommended the Reduced Potable option be forwarded to the Board as their best choice.

4/6/2021: The PROS Commission is waiting for the Board to accept the reduced potable option.

8/4/2021: The PROS Commission had Civil Design Studios present three options for Reduced Potable restrooms to the PROS Commissioners. These options were \$160k for Plan A, \$190k for Plan B, and \$190k for Plan C. These estimates did not include the expenses of electrical, grading, sidewalks, sewer and water pipes, and concrete pad. These were prefab restrooms built off-site and dropped down on our pad. There was much discussion on these options, such as outside finishes and the use of non-potable water in toilets and urinals at 1.25 gal flush each. A unanimous vote was taken to forward these options to the Board with their recommendation of design option C minus the dog wash area.

9/9/2021: The Board of Directors received a presentation from Monte Soto of CDS on three plans for Reduced Potable Water use restrooms (non-potable for toilets and cleaning, potable for hand washing and drinking).

A motion was made by Director Gray to approve Option A with the addition of automated fixtures, seconded by Director Dean, and the vote was unanimous (Steidel, Farmer, Howell, Gray, Dean).

10/5/2021: Mr. Soto from CDS reported to the PROS Commissioners that he presented the restroom options to the Board on 9/9/2021, and the Board chose the cheapest option (Plan A). He gave a detailed cost analysis with a final cost of \$347k, which included a 20% contingency. Utilities Department Manager/District Engineer Dienzo will be the project manager and will walk it through County regulations. Commissioner Johansson suggested the restroom be turned so the doors face the parking lot for safety. The restrooms will be discussed further at the October 14, 2021 Board meeting.

10/14/2021: CCSD Board: Discussion and Consideration of East Ranch Restroom Design and Presentation.

A motion was made by President Steidel to accept the report from Monte Soto and direct staff to notify SLO County that CCSD is in compliance with the requirements that they had for the grant received for the design of the bathroom. Director Dean seconded the motion, and the motion passed unanimously with five ayes (Steidel, Howell, Dean, Gray, Farmer). President Steidel made a second motion to direct staff to begin an investigation regarding resources for moving the design forward and provide possible options for the timing to return to the Board no later than the second meeting in November with their findings. Vice President Howell seconded the motion, and the motion passed unanimously with five ayes (Steidel, Howell, Farmer, Gray, Dean).

11/30/2021: CCSD Board: Discussion and Consideration of Using Prop 68 Per Capita Grant Funding for the East Ranch Restroom Project.

Utilities Department Manager/District Engineer Dienzo presented the project information, and Finance Manager Pamela Duffield discussed the financial summary of the project. Project designer Monte Soto discussed Phase 1 and the requirements for the restroom in Phase 2. PROS Chair Kniffen provided an overview of projects on the East Ranch over the last 20 years. Director Gray moved to decline to instruct staff to apply for the Prop 68 Grant. President Steidel seconded the motion. Director Howell moved to amend the motion by deleting the word decline. There was no second to the amendment motion. Motion failed two ayes (Gray, Farmer) and three nays (Steidel, Dean, Howell). Director Howell moved that the Board instruct staff to proceed with the Prop 68 Grant to support the development of the restroom on the East Ranch, a motion seconded by Director Dean. Motion passed three ayes (Howell, Dean, Steidel) and two nays (Farmer, Gray). President Steidel stated as part of that process and application; it will be necessary for the Board to address a resolution that will accompany the agenda packet at the next Board meeting. She also suggested a Resolution be brought forward for the commitment of \$177k for the Skatepark.

12/9/2021: CCSD Board: Discussion and Consideration of Approval of Resolution 48-2021 Approving Application for Per Capita Grant Funds “Proposition 68” and Resolution 51-2021 Amending the Fiscal Year 2021-2022 Budget.

Motion to approve both Resolutions by President Howell, second by Director Steidel, motioned passed three ayes (Howell, Dean, Steidel), two nays (Farmer, Gray).

2/1/2022: Utilities Department Manager/District Engineer Dienzo reported to PROS that he was moving forward with restroom construction documents with Monte Soto of CDS. Applied for the Prop 68 Grant. He should be able to submit a permit application by the end of the week.

2/17/2022: CCSD General Manager’s Report.

Utilities Department Manager/District Engineer Dienzo is working with CDS to develop the scope for required construction documents for the East Ranch Restroom permitting process for construction.

3/1/2022: Utilities Department Manager/District Engineer Dienzo reported to PROS the restroom permit was submitted.

3/17/2022: CCSD General Manager’s Report.

East Ranch Restroom Construction Permit application is under review by County Staff.

5/3/2022: Utilities Department Manager/District Engineer Dienzo reported to PROS the permit in County review, expected back 5/20/2022 with responses and comments.

6/16/2022: CCSD General Manager’s Report.

Staff will need to do some additional design work on the East Ranch Restroom following review by SLO County Planning.

Restroom permit updates continued as part of the monthly District Engineer Report. The permit was resubmitted with additional required information on August 16, 2023.

10/13/2022: CCSD Board: Discussion and Consideration of the Parks, Recreation and Open Space (PROS) Commission Recommendations for Community Park Projects.

At the May 12, 2022, CCSD Board Meeting, the Board of Directors provided guidance to the Parks, Recreation, and Open Space Commission to prioritize potential projects for the Community Park on the East Ranch. The Board directed the PROS Commission to review the current Community Park Plan for the Fiscalini Ranch East Ranch and to prioritize from that plan the top

three viable projects and return to the Board with their recommendations. At the August 2, 2022 PROS meeting, the Commission appointed an ad hoc committee consisting of Commissioners Renshaw and Johansson with assistance from the Facilities and Resources Manager to research the current plan.

At the September 6, 2022, PROS meeting, the ad hoc committee presented its findings and recommendations to the full Commission. The PROS Commission was presented with two lists to discuss and consider. List #1 included four viable projects. These projects were considered to be easily achievable, with minimal cost to implement, and could be completed in a relatively short period of time. List #2 included all of the major projects in the Community Park Plan, the status of each project, and a description of the amenity. The PROS Commission reviewed list #1 (viable projects) at the September meeting and will be discussing list #2 (Major Projects) at upcoming PROS meetings. The Commission voted to recommend to the CCSD Board three viable projects, which include benches, delineation of a loop trail, and trash enclosures.

The Facilities and Resources Department made two benches from leftover material from other Department projects. Those benches were placed and secured at the park. One concrete trash container was also installed. Facilities Staff has seen daily use of the benches and trash containers. The benches are being used by those needing to rest during walks, by families picnicking, and by workers taking lunch breaks. Delineation of a loop trail is still pending.

11/16/2023: CCSD Board: Discussion and Consideration to Approve a Deed Restriction as Part of the Requirements for the East Ranch Community Park Restroom, Approve an Intent to Serve Letter, and Amend the Park Master Plan to Allow for Water using Restroom Design.

Motion to approve all items by Vice President Gray, second by President Dean. Motion failed with two ayes (Dean, Gray) and three nays (Scott, Farmer, Thomas).

Motion by Vice President Gray to Approve a Deed Restriction as part of the Requirements for Grant Funding for the East Ranch Community Park Restroom, seconded by Director Scott. Motion passed with five ayes (Gray, Scott, Farmer, Thomas, Dean). The other two items will be brought back on the December 7, 2023, agenda with additional information.

Fiscalini Ranch Bathroom

Prepared By:
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Fiscalini Ranch Bathroom Project Selection

Rodeo Grounds Rd

Cambria, CA 93428

01/29/2021

Cambria Community Services District

1316 Tamsen Street, Suite 201
Cambria, CA 93428

Subject: Bathroom Selection Pros/Cons

Regarding: Fiscalini Ranch Preserve Proposed Bathroom Project

Please find enclosed a summary of various options to consider for the referenced project. Please contact me for any clarifications or supporting information you need with reference to this report.

Regards,



Monte Soto, PE
Principal Engineer

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Introduction

This document has been prepared for use as an aid to the PROS/CCSD to determine the type of bathroom design to pursue. The information below has been compiled from sales representatives from several common premanufactured bathroom companies as well as professional engineering experience and research.

Four options have been researched and compared in a summary table on the following page. They range from lowest possible water use to highest water use. The highest water use (full potable water) is also known as a standard public restroom. Therefore, the full potable water option is the benchmark to which the alternate options are compared to. More detailed descriptions of each of the four options are included later in this document. Please note that none of the options are truly waterless. Water is trucked in for cleaning on the two low water units. This comes at an additional expense and additional environmental impact.

Site Location and Existing Conditions

The proposed project is located on Rodeo Grounds Rd. The site is previously developed with a dog park and parking lot. Existing infrastructure exists at the site including sewer main, potable water, and non-potable water.

Bathroom Comparison Table

Topic		Compost Toilet	Pit Toilet	Reduced Potable Water	Full Potable Water
Water Use	Flushing	-	-	Recycled Water	Potable Water
	Hand Washing	-	-	Potable Water	Potable Water
	Cleaning	Trucked in Water (outsourced water)	Trucked in Water (outsourced water)	Potable or Recycled Water	Potable Water
Additional Inputs		Compost aid Water Trucking	Chemicals, Water Trucking	-	-
Hand Washing Chemicals		Yes	Yes	Optional	Optional
Cost	Initial	-	Additional Foundation expense	-	-
	Maint.	Extra High	High	-	-
Additional Maintenance Functions		Frequent inspections, empty compost, maintain coconut fiber storage	Regular pumping, Filling pit with water/chemicals	-	-
Use	Ease of Use	Requires instructions	-	-	-
	Speed of Use	Slow	-	-	-
	Public Perception	Uncommon, the general public does not favor	Additional odor, Waste visible during flushing	-	-
	Hygiene	Often viewed as unsanitary	Often viewed as unsanitary, unpleasant	-	-
	Ventilation	Often ventilation Issues	Black pipes direct airflow upwards. Often ventilation issues	-	-
Environmental Consideration		If no drain, cleaning chemicals would drain to outside and into landscaping. Additional trucking imports water from another site	If no drain, cleaning chemicals would drain to outside and into landscaping, Additional trucking imports water from another site	Water use for flushing/hand washing (cleaning water is equal)	Water use for flushing/hand washing (cleaning water is equal)

Bathroom Type Descriptions

Due to the concern of water use in the community, below you will find a summary of 4 available options for public bathroom design based on water use ranging from low water use to high water use.

Composting toilet

Composting toilets collect solid waste in a compartment that requires regular mixing with organic material such as coconut fiber or peat moss to aid in the aerobic decomposition process. Liquid waste is typically collected in a container and emptied separately. Hand cleaning would likely be accomplished by hand sanitizer. Therefore, composting toilets do not directly use water for their operation. However, bathroom cleaning companies would haul water to the site for bathroom cleaning. Therefore, installing a composting toilet would not be 100% waterless.

Composting toilets require regular mixing of the solid waste, and attention to detail during use to maintain the aerobic decomposition process. Therefore, composting toilets are perceived to be too difficult if proposed for public use. If not used properly, the composting process may be interrupted. Trash may also disrupt the composting process by affecting the pH. Therefore, increased maintenance and oversight is required for composting toilets. This translates into higher operating costs than traditional bathroom design. While they can be effective at reducing water use and generating compost, these toilets are widely perceived to be too difficult for the public.

According to manufacturers, the composting toilets are so difficult to maintain and use properly, that they are essentially only used in extremely remote, low use locations.

Lastly, composting toilets require additional inputs to aid in the decomposition process. Instructions on how to use would be required and if patrons do not follow instructions, additional cleaning and maintenance would be required.

Pit toilet

The pit toilet design is effectively very similar to a large permanently set porta-potty. Pit toilets would not require water for flushing, and hand washing would likely be accomplished by hand sanitizer. The bathroom building would be built over a large holding tank that would require pumping at regular intervals. The large holding tank would need to be filled with chemicals and water in an attempt to reduce odor. The water and chemicals would be trucked in. In addition, water would be trucked in to wash and clean the bathroom.

Pit toilets require large black ventilation pipes to generate heat and air flow to direct odor away from the bathroom area. Often these ventilation pipes require additional fans to be installed to

increase airflow. People often notice the odor from pit toilet bathrooms much more than conventional bathrooms.

The bathroom building design for pit toilets is very similar to that of conventional bathroom buildings. Therefore, the cost for the pre-manufactured bathroom is similar for all four types of bathroom designs. However, pit toilet site preparation requires additional excavation and foundation work to prepare the site for the deep holding tank that is used to hold the water/chemicals and sewage until it is pumped out at regular intervals.

Some options available for Pit toilet bathroom design include:

- Install low flow sinks for hand washing. However, this would obviously require additional water use and increased pumping frequency.
- Provide a floor drain to drain trucked in wash water into the pit. This also requires an oversized pit and increased pumping.

Reduced potable water, Conventional toilets

If a site has recycled or non-potable water available for use, it provides a great opportunity to cut down on potable water use at a bathroom facility. This option would function identical to a conventional bathroom design for the public. Recycled water and potable water are separately piped to the bathroom facility for specific uses. Flushing would utilize recycled water and hand washing would utilize potable water. Often recycled water may be utilized for bathroom cleaning, which further cuts down the potable water use.

Pre-manufactured conventional bathroom buildings come equipped with hose reels that workers can use to wash down the facility. The benefit with this is that water is not trucked in from off site.

Full potable water, Conventional toilets

Standard conventional bathroom design requires potable water for flushing, hand washing, and bathroom cleaning.

Summary

The four types of bathroom design have been outlined in this document. If clarification is required for any of the statements made in this document, please contact Civil Design Studio.

Report on November 28, 2023 Finance Standing Committee meeting, for December 7, 2023, CCSD Board Agenda

The November 28 Special Meeting of the Finance Standing Committee was held at the Veterans Memorial Hall in person and via Zoom.

Committee Chair Tom Gray **called the meeting to order** at 10 a.m.

Present were Mr. Gray, Vice Chair Cheryl McDowell and Committee members David Pierson, Karen Chrisman and Keith Hinrichsen. Committee member Scott McCann was absent. Staff present were CCSD General Manager Matthew McElhenie (via Zoom), Administrative Department Manager Denise Fritz and Confidential Administrative Assistant Haley Dodson. Members of the public Shannon Sutherland and Jeff Wilson attended via Zoom.

In reports from ad hoc subcommittees, Mr. Pierson reported on recent activity of the Revenue Enhancement Ad Hoc Subcommittee. The subcommittee has continued research into incorporation, including a conversation with the consultant who conducted a feasibility study on incorporation for Cambria in 2005, and into revenue options such as a special tax for open space maintenance and possible cost-sharing arrangements with Friends of the Fiscalini Ranch Preserve.

There was no activity to report from the Cash Reserve Policy Ad Hoc Subcommittee. Activity of the Budget Policy Ad Hoc Subcommittee was reported under Regular Business Item 4B.

In ad hoc subcommittee appointments, Mr. Hinrichsen agreed to be appointed to both the Revenue Enhancement and Cash Reserve Policy Ad Hoc subcommittees.

In **Public Comment** on Agenda items, Shannon Sutherland spoke via Zoom. No written comment was submitted.

On the **Consent Agenda**, minutes of the October 17, 2023, joint special meeting of the Finance and Resources & Infrastructure committees and of the October 24, 2023, Finance Committee regular meeting were approved 4-0. In the October 24 minutes, a spelling error was corrected and an error was noted in the setting of the date for the November special meeting.

The Committee conducted **Regular Business** as follows:

Item 4A - Discussion and Consideration of 2024 Finance Committee Meeting Dates.

By a 4-0 vote, the Committee adopted a meeting schedule for 2024. From January through October, meetings will be on the the fourth Tuesday of each month at 10 a.m. There will be nonmeeting in November, and the December meeting will be held on the 10th of the month.

Item 4B -- Discussion and Consideration of Budget Policy Revisions and Approve Recommendations to the CCSD Board of Directors

Ms. Fritz reviewed and discussed changes in the new Budget Policy as updated by the Budget Policy Ad Hoc Subcommittee. She noted that the section on allocation of Administration Department expenses retains the current expense classifications and percentage allocations. She recommended that these be revisited in the coming year with

a more in-depth analysis of the current methodology to ensure that allocated expenses reflect actual expense as closely as possible.

Ms. Chrisman and Chair Gray offered changes in wording and punctuation, such as changing “will” to “shall” in prescriptive statements. These changes were incorporated in the final version of the Policy to be sent to the Board.

Jeff Wilson spoke in Public Comment.

Mr. Pierson moved to approve the new policy and recommend it to the Board with the changes discussed.

Vice Chair McDowell seconded.

The motion passed 4-0.

Future Agenda Items:

Committee members and Ms. Fritz proposed the following items for the January, 2024, meeting:

- Discussion and consideration of the final report of the Revenue Enhancement Ad Hoc Subcommittee.
- Reconstituting the Budget Policy Ad Hoc Subcommittee to address the overhead allocation topic.
- Discussion and consideration of the Second Quarter Budget Update.

Chair Gray adjourned the meeting at 11:19 a.m.

--Respectfully submitted by Tom Gray, Chair, Finance Standing Committee

Resources & Infrastructure Report for December 7, 2023 CCSD Meeting

The Resources & Infrastructure Committee held a Special Meeting on November 6, 2023, in person at the Veterans Hall and via Zoom. The meeting was called to order at 2:00 pm.

A quorum was established. Committee members present were Chairperson Karen Dean, Vice Chair Steven Siebuhr, Secretary Derrik Williams, James Webb, and Juli Amodei. Committee member Mark Meeks was absent.

Staff present were Confidential Administrative Assistant Haley Dodson, Administrative Department Manager Denise Fritz, Utilities Department Manager Jim Green, Program Manager Tristan Reaper, Wastewater Superintendent Toni Artho, and Water Operator Cody Meeks. General Manager Matthew McElhenie was present via Zoom.

Community members attending in person were Chris Siebuhr, Allan Dean, and Donn Howell. Attending via Zoom were Crosby Swartz, Tina Dickason, David Pierson, and Director Michael Thomas.

Chairperson Report:

Chairperson Dean reported that she attended another course in grant writing. Grant submittal deadlines for Federal grants are generally in February, and State grants in April. In an effort to help the District find grant opportunities, Utilities Manager Green agreed that an ad hoc committee to do research on available grants that they might want to look at applying for would be helpful. An ad hoc committee to investigate potential grant opportunities was formed consisting of Committee members Webb and Amodei.

Chairperson Dean also announced that the San Luis Obispo Office of Emergency Services would be providing a presentation on the Zonehaven Emergency Evacuation Plan at the November 9 CCSD Board Meeting, including information on how to sign up for emergency alerts.

There were no Ad Hoc Committee updates.

During Committee member communications, Ms Amodei mentioned that the trail between Cayucos and Morro Bay received a \$7.5 million active transportation grant by the California Transportation Commission, the National Scenic Byways Program, and Cal Trans.

Utilities Report:

Utilities Manager Green gave progress updates on several CIP projects, including the East Ranch Restroom, the East-West Village water line repair, the WRF Coastal Development Permit Application, the Stuart Street Water Tanks, San Simeon Water Main and Effluent Line Replacements, and the Zero Liquid Discharge Brine Waste Pilot Project. Wastewater Supervisor Artho reviewed and answered questions regarding the WWTP SST projects that were included in the agenda packet. Public comment was from Ms Dickason who thanked staff for their quick work on the East-West Village water line, and she also asked about the status of the Stuart Street tanks.

Consent Agenda:

Two items were on the Consent Agenda. The first item was the approval of the October 2, 2023 Special Meeting Minutes, motion to approve made by Committee member Webb, second by Committee member Amodei, approved with 4 Ayes, 1 Absent (Meeks). The second item was the approval of the October 17 Joint Special Meeting Minutes, the motion to approve made by Committee member Webb, second by Committee member Amodei, motion passed with 3-Ayes, 1-Abstain (Siebuhr), 1-Absent (Meeks). Both Committee members Meeks and Siebuhr were absent from the October 17 Special Joint Meeting.

Regular Business:

Discussion and Consideration of a Recommendation to the CCSD Board of Directors Regarding Approval of an Agreement for Contractor Services for Replacing San Simeon Well 3 Pump. Utilities Manager Green gave the history of the San Simeon Well #3, and explained why the pump replacement was needed, and that a submersible pump is the best option. Water Operator Meeks explained that the contractor that they prefer would be willing to connect the new pump to the District's existing water distribution system. The difference between a Variable Frequency Drive (VFD) pump and one without VFD was explained. Committee member Willam's moved to recommend to the Board of Directors the approval of the 3rd Generation pump replacement proposal of \$33,370, seconded by Committee member Webb. Motion passed with 4-Ayes, 1-Absent (Meeks).

Discussion and Consideration to Form a Capital Improvement Plan (CIP) Ad Hoc Committee to Work with CCSD Staff to Prioritize Non-SST Projects. Administrative Department Manager Fritz presented the CIP list with the modified columns and headings. Chairperson Dean gave a brief summary of the joint R&I/Finance Committee meeting where it was discussed that the funded projects have a "B" ranking, unfunded items of highest importance have a #1 ranking, and items of lesser importance have a #2 or #3 ranking. Utilities Manager Green requested an ad hoc committee be formed to help prioritize the CIP list, and that he would like public input to the ad hoc committee as well. Chairperson Dean suggested that the ad hoc committee be Committee members Siebuhr, Williams, and Meeks. Committee member Amodei made a motion to approve the ad hoc committee members, second by Committee member Williams, motion approved with 4-Ayes, 1-Absent (Meeks).

Receive Ad Hoc Committee Report on Brine Waste Disposal Options, Discussion and Consideration to Approve Recommendation to the CCSD Board of Directors.

The Ad Hoc report on Brine Waste Disposal Options was presented by Committee member Derrik Williams. Some notes on some of the pros and cons of the options were requested.

Chairperson Dean noted that Option 1 should have a "con" regarding the carbon footprint from the 2 to 4 trucks daily that would be needed for that option, and that Option 9 be noted that the Coastal Commission requested the existing brine impoundment basin be removed as part of the Coastal Development Permit (CDP) mitigation effort. GM McElhenie also noted that returning the brine impoundment basin back to its previous relatively undisturbed state would be helpful towards obtaining the CDP. Utilities Manager Green noted that the RWQCB has already stated their opposition to Option 8, and there should be a "con" saying the RWQCB will likely not permit it. He also noted that Option 7 pros and cons were accurate, but that option would need permitting. Public comment was received by Ms Dickason and Mr Swartz, both regarding the Option 2 Zero Liquid Discharge Brine Waste Disposal. Committee member Siebuhr moved to forward this report to the Board for consideration as amended, second by Committee member Amodei. Motion approved with 4-Ayes, 1-Absent (Meeks).

Receive Update on Advanced Clean Fleet Regulation. Program Manager Tristan Reaper reported that the District is mandated to meet certain energy reduction milestone that start January 1, after which 50% of the new vehicles the District purchases must be clean energy vehicles. By January , 2027, 100% of the new vehicles the District purchases must be clean energy. The District is planning to purchase 4 electric vehicles next year and install EV chargers at the wastewater yard. Committee member Amodei asked if there would be penalties for non-compliance, Mr Reaper will check into this. Mr Howell asked if the 2027 date applies to all vehicles the District owned or only newly purchased vehicles. Utilities Manager Green responded that it only refers to newly purchased vehicles.

A more detailed presentation on this topic will be brought back at the December R&I meeting.

Future Agenda Items:

The 2024 R&I Committee meeting schedule will be addressed.

Receive update from the CIP Ad Hoc Committee.

Meeting was adjourned at 3:25 pm.

Respectfully submitted, Karen Dean, CCSD Board President, R&I Committee Chair

PROS Committee Meeting Report for the December 7, 2023 CCSD Board Meeting

The Parks, Recreation and Open Space Committee held a regular meeting Tuesday November 7, 2023, in person at the Vets' Hall and via Zoom. The meeting was called to order at 10:00 AM.

A quorum was established: with Chairman Michael Thomas, and all Committee members present: Jim Bahringer, Kermit Johansson, Steve Kniffen, Shannon Sutherland and Jeff Wilson.

The PROS Committee welcomed Jeff Wilson to his first meeting, following his 10/12/2023 appointment, replacing former PROS Commissioner Adolph Atencio, who chose not to continue on the PROS Committee.

Staff attending: Facilities & Resources Manager David Aguirre attended in person, and General Manager Matt McElhenie attended on Zoom. Confidential Administrative Assistant Haley Dodson attended the first portion of the meeting in person.

Public attending: Shelley Becker, Crosby Schwartz, Laura Schwartz, Kitty Connolly, and Director Harry Farmer attending in person, and Elizabeth Bettenhausen and President Dean, and perhaps others attending on zoom.

Chair Report: Chair Thomas welcome Jeff Wilson to the PROS Commission, encouraged attendance at the Thursday Board meeting presentation about Zonehaven, apologized for an erroneous statement at our October 3rd meeting, and discussed Rosenberg's Rules of Order, that it is always best for only one person at a time to have the floor, and for every speaker to be recognized by the chair before proceeding to speak.

Committee Member Communications:

Kermit Johansson discussed the Brambles project recently brought to the last NCAC, how to use such projects as opportunities to seek some community benefit. He also discussed open space safe zones to serve as fire breaks.

Shannon Sutherland suggested she and Committee Member Johansson track NCAC Land Use, watching for synergy opportunities.

Election of Officers: Shannon Sutherland volunteered for the office of Vice Chair, and Jeff Wilson volunteered for the office of Secretary. Both were elected unanimously.

Public Comments:

Shelly Becker reported on the dog park group, forming under the nonprofit organization known as Central Coast Dog Park Association. Discussion about hours of operation, approaches to fundraising, and the need for guidance on signage.

Facilities & Resources Manager, David Aguirre discussed progress identifying requirements and limitations on the 141 CCSD owned parcels with conservation easements (53 do not have conservation easements.) Mr. Aguirre emphasized the importance of getting alignment on signage, starting with a Community Park sign. Mr. Aguirre reported that he would benefit from having an **ad hoc committee develop guidelines governing the appearance of signage and other Community Park elements.** Committee Member **Shannon Sutherland** volunteered to be the sole Committee Member on this ad hoc, and will work with Mr. Aguirre as well as community members such as Kitty Connolly and Shelly Becker.

Consent Agenda: The minutes from the October 3, 2023 Regular Meeting were approved.

In Regular Business:

2024 PROS Committee Meeting Dates: to better meet the calendars of all involved, the PROS Committee will meet on the **3rd Tuesdays, 2-4 PM,** starting January 16, 2024.

The Committee discussed a proposed Action Tracker and Project Maturity System. There is significant **interest in defining Goals & Objectives for the PROS Committee** to accomplish in 2024, identify projects, and track progress. The Chair committed to incorporate this input, and bring it back to the Committee at the December meeting.

After considerable discussion, we formed an **East Ranch Community Park Plan Ad Hoc Committee** of Shannon Sutherland, Jeff Wilson and Michael Thomas. Key points of discussion included the importance of adequate funding to execute the plan, having a plan with enough flexibility to adapt to future needs, and pursuing joint use agreements.

The Committee discussed and agreed to having a standing agenda topic, brief **reports from groups and individuals with roles & responsibilities related to PROS** within CCSD jurisdictional boundaries. There is no expectation that representatives from these groups necessarily report at every meeting, each will judge when to engage based on current issues and plans. To keep meeting duration to a manageable time span, we will limit reports to 3 minutes, and keep Committee discussion brief.

The Committee discussed the possibility of using a **CCSD PROS Development Fund** as an account to accumulate grant funding and donations to fund future PROS projects. Two of the committee members expressed skepticism regarding this concept, expressing a preference to channel funds through the Cambria Community Council. This concept may be considered further.

The Committee discussed the possibility of forming an Open Space and Connecting Trails Ad Hoc Committee. This scope is so broad that it would likely be ongoing, therefore not suitable for an ad hoc committee. Better to focus on specific open space and connecting trail projects.

The meeting was adjourned at 12:03 PM.

Respectfully submitted,
Michael Thomas, Director and PROS Committee Chair

Liaison Report to the CCSD Board from the November 15, 2023, NCAC Meeting

The NCAC held a meeting November 15 via Zoom. This report summarizes some of the more salient points discussed. For further detail, please visit the well-organized NCAC website:

- Agendas with written reports: <https://www.ncacslo.org/meeting-agendas>.
- Minutes: <https://www.ncacslo.org/minutes-of-meetings>.

Public/ Council Comment:

The agenda includes a link to a written report from Supervisor Gibson, addressing:

- Chumash Marine Sanctuary – The public comment period has now ended. Supervisor Gibson urged NOAA to modify their proposed sanctuary boundary to include the ocean off the coast of Morro Bay, Cayucos, Harmony, to Cambria. Refer to [NOAA’s website](#).
- On the Offshore Wind project, the November 1 joint information session was recorded at is available on [SLO-Span](#).
- Storm Repairs, regarding roads, including Pine Knolls, Public Works is working on getting FEMA reimbursement, not expecting substantial repairs before Summer 2024. Parks Department brought an item to the Board requesting a loan from reserves to begin work on the Parks facilities that were damaged in the 2022-23 storms.

A very informative presentation on the Chumash Marine Sanctuary, with PJ Webb and Michele Roest. Here are the links they provided:

- [The Proposed Chumash Heritage National Marine Sanctuary](#),
- [The 5 boundary proposals](#),
- [NOAA Info on the National Marine Sanctuaries designation process](#),
- [NOAA Info on how to help shape the future](#).

A brief update on the proposed Cambria Skate Park, County Planning has received the permit application, assigned to Andy Jeremy Freund.

Regular Public Agency Reports:

- Public Safety: the Sheriff’s Department provided a written report. Cmdr. MacDonald expects another year with early rainfall, encouraged all to visit [ReadySLO.org](#), to “[Know Your Zone](#)” and download the Genesis app which addresses all hazards requiring evacuation.
- CCSD Fire Chief Report: GM McElhenie reported that Interim Chief Burkey will continue on an interim basis.
- SLO County Planning: Kip Morais provided an oral report, soliciting proposals for Lampton Cliffs.
- CCSD: Michael Thomas provided a written report, and provided a brief oral summary.
- Cambria Fire Safe Focus Group: Dave Pierson provided a written report, and a brief oral summary.
- 7:42 PM, CCHD: Cecilia Montalvo provided an oral report. Tim Benes left the CCHD. The recent mailer has been well received.

Reports from Standing Committees and Special Interest Representatives:

- The Land Use Committee (LUC) reviewed a request by Dirk Winter for Minor Use Permit and Coastal Development Permit to convert existing Brambles Restaurant into 26 hotel units in 5 separate structures at 4005 & 4039 Burton Drive, for a total of 13,986 square feet. Although there was some question regarding whether the plans reviewed by the LUC were the latest plans, the NCAC had no objections, and voted to

recommend the project for approval under the condition that if plan changes are found to be significant, the project comes back to the NCAC.

To avoid holiday conflicts, there will be **no December NCAC meeting**. **The next NCAC Meeting** will be **January 17, 2024** at 6:00 PM via Zoom.

Respectfully submitted,
Michael Thomas, CCSD Board of Directors

Friends of the Fiscalini Ranch November 10th, 2023 Meeting summary

The meeting was called to order at 4PM by Chair John Nixon. In attendance were Vice Chair Tom Loganbill, Executive Director Kitty Connolly, assistant Executive Director Barbara Beuche, Secretary Mark Larsen, Treasurer Mary Maher, Directors Joyce Renshaw, Bob Detweiler, Dianne Anderson, Sherryl Ebbs, Ellie Etter, Barbara Bronson Gray, Rusty Burns, Facilities and Resources Supervisor David Aguirre, Carlos Mendoza, CCSD Board President Karen Dean, and CCSD Board Director and FFRP liaison Harry Farmer.

Chair Nixon asked for approval of the October 10th meeting minutes. The motion was made by Bob Detweiler, seconded by Joyce Renshaw, and unanimously approved by the Board.

Executive Director Report: Kitty Connolly began by stating so far new members of FFRP resulting from the Bringing Cambrians on Board Appeal had donated \$2,380. The end of the year appeal is currently at the printer. She then informed the Board that initially FFRP was not able to spend the grant monies received for education purposes regarding volunteers growing plants in the nursery due to the destruction of the nursery resulting from the flooding of last winter. However, the good fortune is that the Santa Barbara Botanical Gardens has offered their assistance in this matter. FFRP will supply pine seeds for growing, the folks from Santa Barbara will take those seeds, as well as cuttings they will have obtained, grow everything in their nursery, and return them to FFRP for planting next Fall. In addition, the grant monies mentioned above were allowed to be repurposed, and go to the service being provided by the SB Botanical Gardens. Ms Connolly is still in discussion with Rancho Marino Manager Keith Seydel as to evaluating the site for the restoration nursery. Unfortunately, the planned Thanksgiving tree planting on the ranch is having to be postponed due to the lack of trees. Yet it's possible FFRP may get a crop of trees from Greenspace in January, so the planting may be rescheduled to late January or February depending on the weather.

FFRP had a table at Camp Ocean Pines Harvest Festival on Sunday, October 29th. Mark Kanter, Hank and Judy Friedman staffed the table set up by Tom Loganbill and Michael Thomas. Children dressed up in their costumes were the highlight of the event!

Former Board member and FFRP Chair Walt Address and Ms Connolly will be meeting with CCSD Facilities and Resources Supervisor David Aguirre to discuss replacement signs for the Ranch trailheads. The goal is to develop a Sign system that will accommodate all existing and anticipated signs and additional items. They will be taking their ideas to the PROS subcommittee on Ranch signage.

The SLO County Building Department is ready to issue a permit to the contractor working on the Linking Boardwalk. Discussion is taking place with the California Conservation Corps regarding the project, but coordination will need to take place with the CCSD as to who will hire the contractor and what this entails.

On October 31st the notice was posted in CambriaCA that Board members would soon be resigning from FFRP, and new folks were being sought to fill these positions.

Ms Connolly gave a presentation to the Association of Pacific Coast Geographers on October 20th titled, "A Protected Area in Practice: Fiscalini Ranch Preserve", that was well received.

And finally, FFRP will be participating in the Chamber of Commerce annual village wide Hospitality Night scheduled for December 4th from 3-7PM. Stop by the office at 604 Main St for some goodies!!

F&R Supervisor David Aguirre provided his report on the Ranch and other concerns. First, he and his crew are replacing a post at the Tipton St entrance knocked over by a careless driver.

Otherwise, essentially all trails and other areas of the Ranch are doing well at this time. However, two homeless encampments were recently discovered near the Santa Rosa Creek parking area, plus trimming back

trees near the Main St walking bridge revealed more encampments, and roughly 7,000 pounds of waste have been removed as a result. Also, tree trimming will be taking place on the West Ranch adjacent to private property, and 20 trees will be replaced.

Bob Detweiler recommended a barrier should be put up on the north end of the Bluff Trail to protect FFRP from liability and ensure the well being of visitors and locals alike, as soil is slowly falling away and therefore making the trail less safe.

Chair Nixon reported from the Executive Committee that Policies on Board Attendance, Conflict of Interest, and ByLaws will be revised at the December FFRP meeting. He also requested Board member feedback on recommending FFRP Goals and Objectives for 2024.

The Annual Board Meeting will be a pot luck taking place in person at the Cambria Center for the Arts on a Saturday in January. Kitty requested feedback from all members as to which date would be most convenient, and to get back to her as quickly as possible.

Sheryll Ebbs, attending via Zoom from 3,000 miles away, provided her Education Report. Recently a Bluff Trail walk was enjoyed by 48 students, 2 teachers and 4 parents from Fresno. The weather was perfect, the youngster well behaved and engaged. They took their shoes off and spent half an hour at the beach, over 50% had never seen the ocean. FFRP docents did an amazing job, parents were totally impressed, said they would return with friends and family. The students gave feedback to the docents, including much of it personal in notes and drawings of wildlife. A Bluff trail walk is scheduled with Leffingwell High School students hosted by Duffy Burns, as is a walk for 28 5th graders from the Grammar School. Education Committee members Susan Fielders and Rusty Burns report that Susan has written a grant to obtaining funding of \$13,000 to educate K-12 students who have no marine coastal environmental knowledge. The hope is to obtain these funds in Spring of 2024.

Mary Maher provided material from the Finance Committee meeting. She reported Vanguard Investments economic outlook for the coming year is a bit down, including Equity numbers dropping from 4.7-6.7 to 3.7 - 5.7. Therefore, the target for the FFRP Endowment earnings is a bit lower than anticipated. Also, as interest rates will likely be going down in the coming years, this would be a good time to lock in more long rates. Fortunately FFRP expenses are mostly in good shape, including revenue that has been solidified for the Songs of the Season Annual Fun/Fundraiser on December 2nd. However, the Insurance Company for FFRP has raised their rates, apparently due to the Workman's Compensation Audit.

Joyce Renshaw, representing the Nominating Committee, said so far there are two applicants for three upcoming vacancies, and that applications would be closed on November 28th. She says the two current applicants would fit in "very well".

Outreach and Development representative Dianne Anderson stated there has been a very successful procurement of auction and raffle items for Songs for the Season, and so far 42 tickets to the fundraiser have been sold. Kitty continues to promote the event on CambriaCA. Ellie Etter says she has invited elected officials to take a personal Bluff Walk to learn of the wonders of the Ranch and efforts that continue to be made by FFRP. She also reports there's been a 15% increase in shop visitors, and the goal is to be open 14 more days, including Sunday's, and therefore more docents are needed. She also added that items for auction at "Songs" are worth \$10,000, and there have been some "tremendous donations".

Kitty Connolly provided a report on the recently reformed PROS (Parks, Recreation and Open Space) *Committee*. Officers selected in addition to Chair Michael Thomas included Vice Chair Shannon Sutherland and secretary Jeff Wilson. Meeting day and time has been changed to the third Tuesday of the month fro 2-4 PM starting in January 2024. There has been an update on the plans for the East Ranch

recreational activities to comply with the Ranch Conservation Easement. A sub committee was formed consisting of David Aguirre, Shannon Sutherland, Kermit Johansson, and Jim Bahringer to help create style wise signs for all the entrances to the Ranch. A Community Park Plan Ad Hoc Committee was created consisting of Michael Thomas, Shannon Sutherland, and Jeff Wilson. Dog park hours will be established, especially in the morning, to reduce the barking nuisance. And there will be a Standing Agenda Item encouraging various non profit environmentally minded groups and organizations to provide monthly reports to PROS as needed regarding their programs, projects and activities.

As for the Ranch Committee Report. Brian Morgan written comments indicate that erosion control and light grading have taken place on various trails by Trail Team diehards to help keep trails open and safe during the rainy season. On site inspections will take place during the wet weather to determine the effectiveness of the work. F&R Supervisor David Aguirre reported he and his crew would also be working on improving trails for the upcoming rains. Chair Nixon added that weekly weeding is presently on hiatus. Tom Loganbill reported that, due to the upcoming winter weather, no future date has been planned for the construction of the Barbara Harootunian Stone Bench.

Finally, proud papa Rusty Burns introduced his delightful infant daughter Delany to the Board, putting a smile on the face of everyone.

The meeting was adjourned by Chair Nixon at 4:42PM, with him commenting that this had been “possibly the shortest meeting ever.”

The next FFRP Board meeting is scheduled for Tuesday, December 12th at 4PM via Zoom.

This summary written and submitted by CCSD Board Director and FFRP liaison Harry Farmer.

Cambria Forest Committee November 10th, 2023 Meeting summary

The meeting was called to order by Chairman Crosby Swartz at 10:03 AM. A quorum was established. In attendance were Secretary Christine Heinrichs, Treasurer Laura Swartz, Board member Julie Jorgensen, Greenspace Executive Director Karin Argano, FFRP Executive Director Kitty Connolly, CCSD Facilities and Resources Supervisor David Aguirre, PROS Committee member Jeff Wilson, Rancho Marino Reserve Director Keith Seydel, local CA Native Plant Society representative Neil Havlik, and CCSD Board Director and CFC liaison Harry Farmer.

Karin Argano began the meeting by announcing that Greenspace the Cambria Land Trust would again be doing their Annual Tree Planting on Saturday, November 18th starting at 9AM. One thousand Monterey Pine seedlings will be planted by numerous volunteers in the San Simeon State Park area across from the Water Reclamation Facility on San Simeon Creek Road. Everyone is welcome to join in and participate, individuals as well as families. Bring gloves, a shovel, hat and water. But please, no dogs.

A brief comment was made regarding the kiosk on the grounds of the Historical Society Museum at the corner of Burton Dr and Center St, especially that much information was available, including from Greenspace and the Cambria Forest Committee.

In the Treasurer's Report, Laura stated the CFC had \$992.15 in the checking account, but that there will be \$557 due in the near future for Directors and Officers insurance. She added that the focus of the Forest Committee is not to be flush with cash, but mostly to allow for a variety of voices to express themselves without any time constraints or limitations regarding the needs and concerns of the forests here in Cambria, including projects taking place that affect the local environment.

The next topic of discussion was aerial mapping of Cambria forest projects. The need for doing so is that both Cal Fire and the Resource Conservation District are reluctant to reveal how many trees are being cut down, as well as the need for pretreatment and post treatment analysis. Shannon Sutherland, who was not available to attend today's meeting, is a licensed drone operator who may be able to provide this service in the future. Kitty Connolly then pointed out that permission was needed from the land owners to pursue any effort of this type, For example, drones are not permitted to fly over the Fiscalini Ranch Preserve.

At this point Jeff Wilson spoke to the possibility of establishing a standard CFC subcommittee to address projects such as aerial mapping and fire mitigation. He noted that Forest Management is an important concern of the CFC, and he'd be more than happy to be a part of the subcommittee involved in this area. Neil Havlik then expressed his surprise that neither CDF (California Department of Forestry) or the RCD would be required to specify how many trees had been removed at various projects. He said the term "stems per acre" is at times used to address an issue such as this, though the size of a tree removed would not necessarily be noted. nor would tree density be described. Crosby then said that in the work done on the Covell Ranch, the project stated that tree count per acre would be reduced from 500 to 200 trees. The Forest Committee submitted written comments to the Resource Conservation District and the Coastal commission about the lack of pre-treatment and post—treatment tree count reporting, but was told that such reporting would slow the pace and scale of their forest management projects.

Karin then addressed this issue from the perspective of Greenspace, and that work being done in Strawberry Canyon in conjunction with the Upper Salinas-Las Tablas RCD would be very specific, taking a scientific approach regarding a Forest Management plan and a Fuel Reduction program. In fact, a survey had already been done, initially creating seven sectors, then doing an extensive inventory regarding the size of each tree, sapling count, and understory, with the intention of ultimately having a thorough before and after study of the work done. Keith Seydel then informed us the upcoming work to be done on Rancho Marino would have a pre

and post treatment approach as well. Crosby then expressed his appreciation that more concern as to forest health and detailed work taking place was being addressed.

A short discussion about the date of the December Forest Committee took place, with the date chosen being Friday the 15th, which would occur after the PROS Committee, the Resources and Infrastructure Committee, the Fire Safe Focus Group and the CCSD Board meetings had taken place.

Crosby brought up the Vegetative Management work being done in Fern Canyon. So far the CCSD has some mowing and string trimming along the trail in the Canyon, plus a tree was taken down where the trail crosses Fern Drive. Some string trimming was also done on Burton Dr up close to the Preserve. Crosby then asked David Aguirre to provide more detail. David added some overhanging brush was removed on Burton Dr at the CCSD easement, plus weed abatement had taken place that was approved by the Cambria Fire Department. Laura then expressed her concern that the weeding in the steeper areas of the Canyon poison hemlock had been stirred up, which will cause the hemlock to spread in the coming years. David said he was unfamiliar with this issue but would be cautious in the future. There was also a lengthy discussion on the Fern Canyon trail connecting with Cambourne Dr heading north, including the need to put down dirt, rock or railroad ties to slow down erosion, maybe doing so with a small tractor, perhaps even using fallen trees to prevent erosion. At one point Crosby stated that no vehicles had been in the area for years, and this should not be done.

Crosby then turned to the newly restructured PROS (Parks, Recreation and Open Space) Committee, and how it would be expanding its scope of interest to include forest management as well as recreational activities on the East Ranch. At the last PROS meeting, Chair Michael Thomas said he'd be requesting various groups such as Greenspace, the Land Conservancy of San Luis Obispo, the Cambria Forest Committee, and others, to present a brief monthly report on their issues of concern, therefore providing greater information and attention to PROS, the CCSD Board of Directors, and the public in general. Laura suggested that when the Forest Committee meets, attendees would be welcome to bring up issues they feel are important, the item then discussed, a consensus arrived at, and taken to the PROS Committee for consideration. Crosby observed this is a new opportunity that needs to be taken advantage of, especially when it comes to informing new employees at the CCSD, including General Manager McElhenie.

Crosby asked David about lots owned by the District. Mr Aguirre stated he'd been diligently working on this issue for about three weeks, had determined the District owns 194 lots, 141 that are covered by the conservation easement. He's obtained APN #'s regarding weeding, and is getting as much information as possible, to which Crosby expressed his appreciation. David also said he's considering consulting with a local arborist, but that most of all he desires to pursue this subject on his own, then informing his employees as to the importance of the work they're doing, and to be as knowledgeable as possible in addressing the health of trees and the natural environment. Ways of dealing with the disease known as dwarf mistletoe was briefly discussed.

Laura then informed David of our local arborist Blair McCormick who has lived in Cambria for over 40 years who is extremely knowledgeable and reasonable to work with. Laura also pointed out there is a specific way to do weed abatement that lessens the possibility of weeds becoming more problematic in the future. Julie then brought up the problem with cape ivy in Fern Canyon, and the need to be extra careful in removing it so that more of it isn't propagated throughout the canyon. She noted her very skilled landscaper and his crew have been addressing this problem on her property for years, that removing it is incredibly time consuming, and requires diligence and patience for years for it to be done right and ultimately removed.

Laura then pointed out that, due to very poor weed removal practices in years past, every weed imaginable now exists along Santa Rosa Creek, and that she has made every effort possible on their own property to slowly remove weeds and invasive grasses to where they have mainly ceased to be an ongoing problem.

Crosby asked Keith Seydel if he had anything to report regarding action being taken on Rancho Marino. Keith said US-LT RCD was still getting quotes from various contractors, and once one was chosen the fuel reduction project would begin. However, with the rainy season around the corner, work would likely not be initiated until warmer, drier weather prevailed.

FFRP Executive Director Kitty Connolly announced there would be no Thanksgiving tree planting this year because there were no trees available. And while she didn't state the following, this is due to the destruction of the FFRP nursery resulting from the storms earlier in the year.

Crosby wished everyone a Happy Thanksgiving, and that we'd connect again at the December meeting.

The meeting was adjourned at 11:00 AM.

The next Forest Committee meeting will be Friday, December 15th at 10AM via Zoom.

This summary written and submitted by CCSD Board Director and CFC liaison Harry Farmer.