



CAMBRIA COMMUNITY SERVICES DISTRICT

REGULAR MEETING

Thursday, October 22, 2009– 12:30 PM

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

AGENDA

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

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

1. OPENING

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

2. PUBLIC COMMENT (Total Time Limited to 15 minutes)

Members of the public wishing to address the Board on any non-actionable item not listed on the agenda (items 1 - 6) and within the jurisdiction of the Cambria CSD may do so when recognized by the President. Public comments during this and other portions of the agenda will be limited to 3 minutes per person.

3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS

(Estimated Time: 5 minutes)

4. ACKNOWLEDGMENTS/PRESENTATIONS

Cambria Forest Committee Member Galen Rathbun, Presentation of "County and State Codes, Related to Habitat and Fire Protection in Cambria"

5. SPECIAL REPORTS

- A. SHERIFF'S DEPARTMENT REPORT

(Estimated Time: 5 minutes)

6. MANAGER'S AND BOARD REPORTS

- A. 1. GENERAL MANAGER'S REPORT
2. DISTRICT ENGINEER UPDATE REPORT ON DESAL PROJECT COSTS

(Estimated Time: 10 minutes)

- B. MEMBER AND COMMITTEE REPORTS

(Estimated Time: 10 minutes)

7. CONSENT AGENDA

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

- A. Approve Expenditures for Month of September 2009
- B. Approve Minutes of Board of Directors Meeting, October 1, 2009
- C. Consider Adoption of Resolution 52-2009 Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the Seller's Proposition 1A Receivable from the State; and Directing and Authorizing Certain Other Actions in Connection Therewith
- D. Consider Adoption of Resolution 42-2009 Approving California Department of Forestry and Fire Protection Volunteer Fire Assistance Program (Grant) Agreement #7FG90099

(Estimated Time: 15 minutes)

8. HEARINGS AND APPEALS

None

(Estimated Time: 0 minutes)

9. REGULAR BUSINESS

- A. Consider Adoption of Resolution 51-2009 Approving Amendment to Settlement, Mutual Release and Covenant Agreement with Joshua Brown and Cathie Brown
- B. Consider Adoption of Resolution 53-2009 Approving Agreement Between the CCSD and Granville Homes, Inc., for Conversion of Two EDUs to

Single Family Residential Allocated to 5860 Moonstone Beach Drive
(Moonstone Inn) Property

- C. Consider Adoption of Resolution 50-2009 Approving Certification of Fiscalini Ranch Preserve Master Environmental Impact Report (EIR); and Consider Adoption of Resolution 54-2009 Approving the Revised Community Park Plan

(Estimated Time: 90 minutes)

10. PUBLIC COMMENT

Members of the public wishing to address the Board on any non-actionable item not listed on the agenda (items 1 – 6) and within the jurisdiction of the Cambria CSD may do so when recognized by the President. Public comments during this and other portions of the agenda will be limited to 3 minutes per person.

11. ADJOURN TO CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9 (2 matters)
Barbara Owen, Claimant; Cybernet Consulting, Inc.

B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Subdivision (a) of Section 54956.9 (1 matter) Landwatch/C Hawley San Luis Obispo County vs CCSD and DOEs 1 through 25 (inclusive), Army Corps of Engineers and DOEs 21 through 30 (inclusive) Real Parties in Interest CV-09-00928 GAF (RZx)

C. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: General Manager
Employee Organizations: IAFF, Local 4635, Cambria CSD

D. CONFERENCE WITH LABOR NEGOTIATORS

Agency Designated Representatives: General Manager
Employee Organizations: SEIU, Local 620, Cambria CSD

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 22, 2009

Subject: MANAGER'S REPORT

ADMINISTRATION

VOLUNTARY LOT MERGER PROGRAM

Attached is the summary report for the CCSD's Voluntary Lot Merger Program covering activity for April 2007-September 2009. Activity for the July-August 2009 reporting period did not change from the prior quarter. That is due to the SLO County added process requirements for lot mergers, which increases a property owner's costs. Previously, the entire process cost approximately \$200, which was entirely funded by the CCSD under the existing program. The costs have at least doubled under the new County process requirements. That has stifled the CCSD's program somewhat, resulting in no reportable lot mergers for the quarter. As previously reported, the CCSD is awaiting response from Supervisor Bruce Gibson regarding the County's process requirements.

A total of 352 lots have been reduced at a cost of \$19,987. The BRP (Buildout Reduction Program) goal for reduction by voluntary lot merger was 394 lots, and the program reached 89% of that goal in two years. The summary report was posted to the CCSD website.

As requested by the Board of Directors, the BRP Citizens Finance Committee revisited its goal for lot mergers and recommended increasing it (from 40%) to 60% of the 986 "theoretical" lots identified for potential merger by the CCSD's consultant working with the committee during its original program work, for a new total goal of 592 lots.

FEDERAL ADVOCATE – VAN SCOYOC ASSOCIATES

The September monthly report from the CCSD federal advocate is attached.

REVISED POLICY FOR LATE FEE WAIVERS

The CCSD policy for waiver of late fees covers customers with no late payments for a 12-month period being eligible to have one late fee waived. If the customer has been assessed both the initial late fee (currently \$30) and the 48-hour discontinuance notice (currently \$50) they are eligible to have one of the fees reversed, which is typically the higher of the two (\$50).

As a result of recent Board action on the Ohlendorf request for additional waiver of late and disconnect/reconnect fees, staff developed the following criteria that must be met in order for customers to be eligible for additional waiver of late and disconnect/reconnect fees:

- 1) Customer shall have a payment history with no late payments for the period of 48 consecutive months as a CCSD account holder in order to be eligible for an additional waiver of initial late fee (currently \$30) and the disconnect/reconnect fee (currently \$120.00).
- 2) Prior to waiver of fees customers must sign up for CCSD electronic debit for a minimum period of 48 months.

- 3) The customer's account must be current and all fees paid in full in order to restore service. Waiver of late fees shall occur once all fees have been paid in full.
- 4) Waiver is one-time per CCSD account holder.

UTILITIES COMMITTEE MEETING

Last month the Board directed staff to schedule a meeting with the Utilities Committee to prioritize capital outlay and major maintenance projects. As a result of scheduling conflicts and staff illnesses, a committee meeting that was scheduled had to be canceled. Staff will reschedule the meeting.

PARKS AND RECREATION

PROS COMMISSION

The PROS (Parks, Recreation and Open Space) Commission canceled its meeting scheduled for Tuesday, October 6, 2009, for a lack of quorum of its members. The Commission's next meeting is scheduled for Tuesday, November 3, 2009 at 10:00 a.m., at the Cambria Vets Hall (Dining Room).

Voluntary Merger Program at A Glance

BRP Goal for # of Lots Reduced By Merger*	394
Total Number of Lots Reduced By Merger	<u>352</u>
Number of lots to Reduce to Reach Goal	42

Starting Balance of BRP Fund	\$30,095
Ttl Revenue Rcvd For BRP From 5/1/07-12/31/08	\$10,000
Current Cost of Merger Program	\$19,987
Balance remaining	\$20,108

2007

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Number of Mergers	Program hadn't started yet				9	5	14	18	7	8	4	7	72
Number of Lots Reduced	Program hadn't started yet				17	6	39	64	17	23	9	20	195
Total Cost Per Month	Program hadn't started yet				\$1,255	\$807	\$2,182	\$2,792	\$1,238	\$1,285	\$652	\$1,168	\$11,379
BRP Revenue	Program hadn't started yet								\$10,000				\$10,000
Current Balance				\$30,095	\$28,840	\$28,033	\$25,851	\$23,059	\$31,821	\$30,536	\$29,884	\$28,716	\$28,716

2008

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Number of Mergers	0	5	1	5	1	4	2	2	3	4	0	0	16
Number of Lots Reduced	0	19	1	13	0	18	4	4	13	13	0	0	85
Total Cost Per Month	\$0	\$828	\$172	\$838	\$163	\$677	\$363	\$354	\$535	\$691	\$0	\$0	\$4,621
BRP Revenue													\$0
Current Balance	\$28,716	\$27,888	\$27,716	\$26,878	\$26,715	\$26,038	\$25,675	\$25,321	\$24,786	\$24,095	\$24,095	\$24,095	\$24,095

2009

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	TOTAL
Number of Mergers	0	2	5	10	3	3	0	0	0	23
Number of Lots Reduced	0	6	10	35	13	8	0	0	0	72
Total Cost Per Month	\$0	\$365	\$903	\$1,621	\$549	\$549	\$0	\$0	\$0	\$3,987
BRP Revenue										
Current Balance	\$24,095	\$23,730	\$22,827	\$21,206	\$20,657	\$20,108	\$20,108	\$20,108	\$20,108	\$20,108

Starting Balance =	\$23,595	From Transfer of Commercial EDUs
	\$6,500	From Sale of Land
Revenue During 07/08 =	\$10,000	From Sale of Land
Ttl. Revenue to BRP =	\$40,095	



VAN SCOYOC
ASSOCIATES

MEMORANDUM

From: Greg Burns
To: Cambria Community Services District
Subject: Report on Activities
Date: October 15, 2009

During the past month, I believe we had a major breakthrough with the Corps of Engineers. After that effort, the Corps has seemed to be somewhat more responsive and is paying more attention to our concerns and issues. Some of those include processing the necessary paperwork to ensure the CCSD gets the roughly \$3 million credit its due via the last Federal Water Resources Development Act and spending some of the Federal stimulus funding that was provided to the desalination project earlier this year.

Unfortunately, my experience has shown that this will not be the last time we have trouble with the Corps. But, ultimately they are the ones who will deliver the desalination project (assuming adequate Federal funding and direction from Congress), so we just have to keep on top of them almost constantly.

In Washington, while Congress wraps up work on the FY 2010 appropriations process and also proceeds with action on health care reform, I have been working with your Congressional delegation to highlight the recent progress we have made with the Corps on the desalination project. This is an effort meant to set the stage for our Federal appropriations request for FY 2011. As is always the case when we have to seek a “Congressional add” (meaning that the Administration did not propose initial funding for a Corps of Engineers project), this will be a difficult request because of the Corps’ relative inability to spend much of the stimulus funding provided and because the last time the Cambria project received annual Federal funding was in the FY 2005. That delay in Federal funding raises questions in people’s minds in Washington who are not familiar with the project, such as appropriations Subcommittee staff who write the actual Federal funding bills. That, among other issues, is what I am working to counteract.

Other pressing Congressional concerns have also delayed action on initial House consideration of a new Water Resources Development Act. It is now possible that a new bill may not be drafted until after the New Year, although that timing remains in flux. This delay is surprising considering the indication given in late July and early August that the House committee responsible for the work was preparing to begin their efforts in September. Clearly, that goal has been missed. But, this will be our eventual opportunity to seek an increased Federal authorization limit for the desalination project if necessary. As you know, an authorization merely allows Congress to provide funding for a project. An authorization without follow-up Federal funding is meaningless.

If you have any questions, please let me know. Thank you, Greg

BOARD OF DIRECTORS' MEETING – OCTOBER 22, 2009
ADDENDUM TO GENERAL MANAGER'S REPORT
DISTRICT ENGINEER'S REPORT

In the interest of being brief and because this report was prepared within two weeks of your October 1, 2009 meeting report, the following is limited to changes or updates that have occurred since your October 1, 2009 meeting. Please see the October 1, 2009 report for a more comprehensive discussion on all related capital projects that we are involved with.

1. Western Main Street Overlay Coordination. Staff is coordinating the completion of two new hydrants and related service line relocations prior to the start of the paving work in this area by the County's contractor.
2. *Desalination Project: An updated quarterly report by the US Army Corps of Engineers is attached. The Corps is now planning to award a consulting contract for completion of an Environmental Assessment (EA) for the planned geotechnical investigation activities during the week of October 18th. This places the Corps about two weeks behind the EA schedule that was attached to your October 1st, 2009 Engineers report. The Corps review of the CCSD's local credit is still on schedule for forwarding a review by their Los Angeles District office onto their San Francisco Division office by the end of this month.*
3. *Water Emergency Alternatives Citizens Committee (WEACC). Staff met with the WEACC on October 8, 2009 and summarized the findings from running the aquifer model that was originally developed by Kennedy/Jenks Consultants. Key model findings included:*
 - a. *The start of the 2009 dry season was June 11, 2009 and the projected end of the dry season was December 19, 2009. The October 2008 monthly Southern Oscillation Index (SOI) had also predicted a critically dry year for 2009.*
 - b. *Water consumption this past summer was approximately 12 to 15 percent below normal, which was below the Stage 1 Water Conservation Program's 7% reduction goal, and closer to the Stage 2 Water Conservation Program's 15% reduction goal.*
 - c. *With these reduced demands, adequate storage existed in the aquifers to make it through the end of the projected dry season without invoking further conservation measures, such as rate surcharges, or declaration of a Stage 3 Water Conservation Goal (a 50% reduction goal).*
 - d. *Use of the Santa Rosa Creek well SR-4 should be reduced to no more than eight hours of pumping per day during the month of October.*

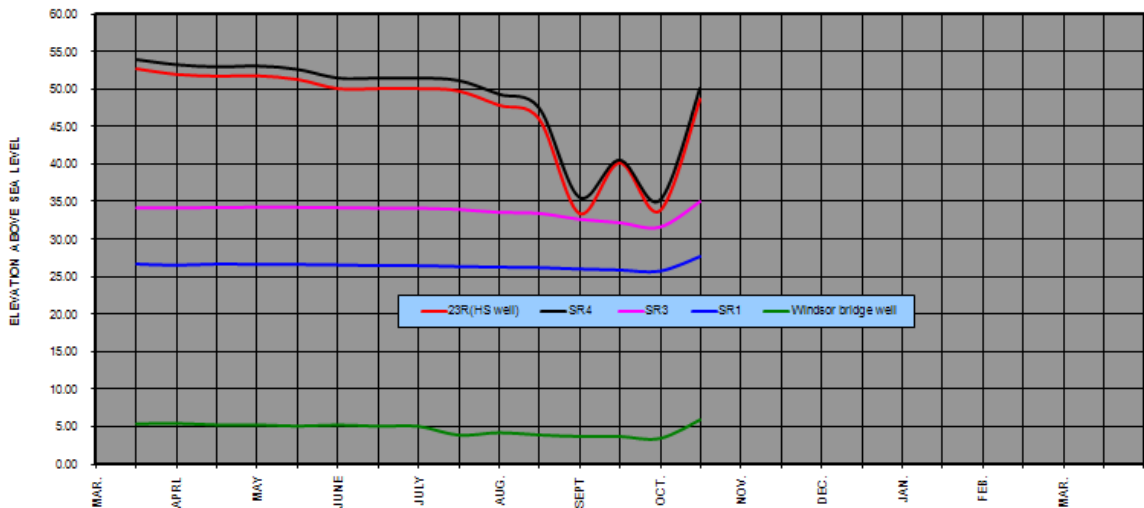
Running this model must have served as a rain dance. Following the October 8th WEACC meeting, our area was hit with the remnants of Typhoon Melor during October 13th and 14th, which resulted in the most rainfall we have ever recorded for this time of year. The cumulative rainfall totals (up until 10 p.m. on the 14th) amounted to 4.17 inches of rain in Cambria, with 13.62 inches at the Rocky Butte summitⁱ. This resulted in surface flow occurring on both Santa Rosa and San Simeon Creeks during the 14th. This also resulted in both sand bars at the respective lagoons being breached during the 14th. In polling our more tenured employees, this was the first time anyone can recall the two aquifers filling on the season's first rainfall event.

The next WEACC meeting is scheduled for November 5th, 2009 at the Vet's Hall.

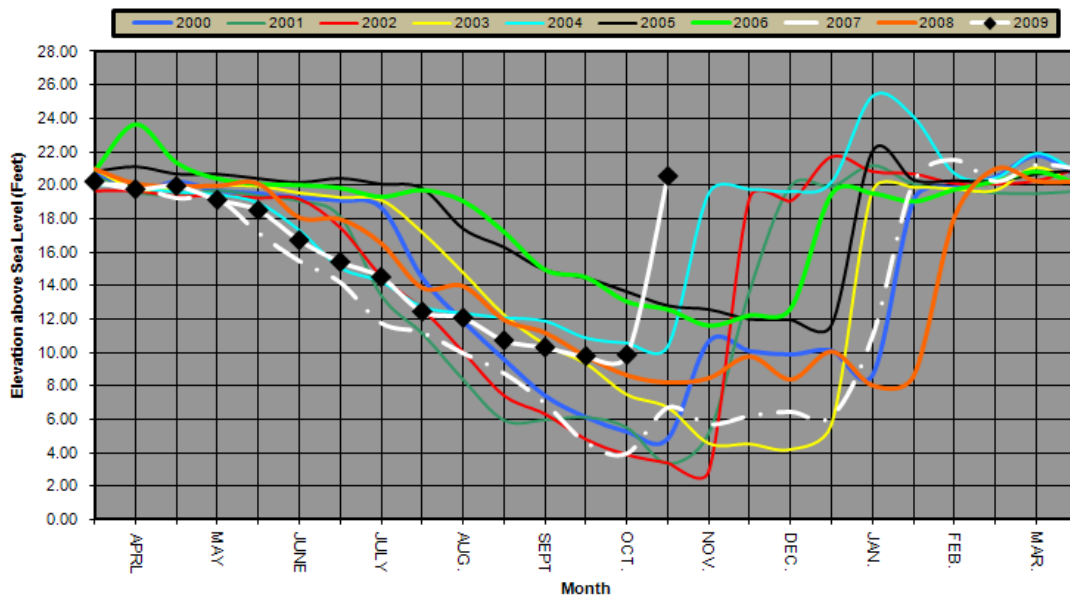
Well Levels

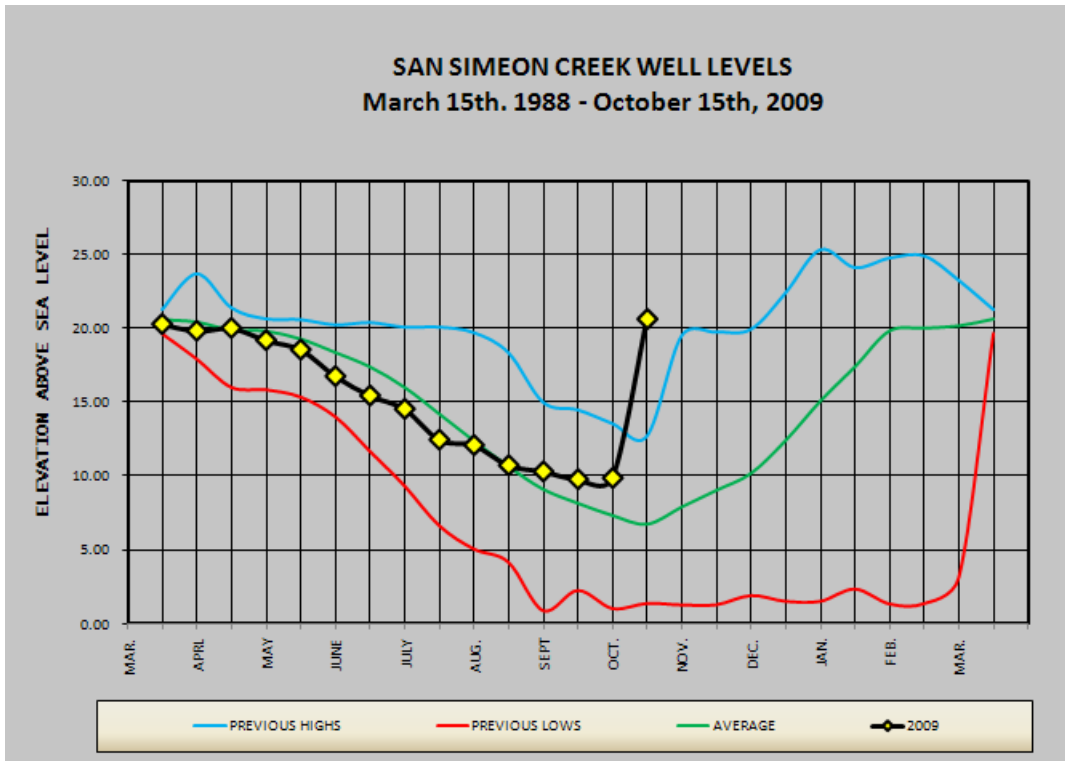
The current Santa Rosa well SR-4 chart and historic San Simeon well level charts follow below and on the next page. Both aquifers filled during the second day of the October 13th-14th rainfall event. This also set a new record high well level for mid October on the San Simeon aquifer. This recent rainfall event was very welcome relief, as before this we were cutting back on the well SR-4 operation, which would have also placed more stress on the San Simeon aquifer.

SANTAROSA CREEK WELL LEVELS
 March 15th, 2009 - October 15th, 2009



San Simeon Creek Well Levels
Last 9 years
 March 15th, 2000 - October 15th, 2009





Attachments:

- Army Corps 10-1-2009 Quarterly Report Table

ⁱ Rainfall data from the SLOCountywater.org web site.



Cambria Seawater Desalination Project

Quarterly Financial Report
1-Oct-09

Project Estimates

	Total	Federal (75%)	CCSD (25%)
a) Original Estimate - source: Project Cooperation Agreement dated March 24, 2006	13,700,000	10,275,000	3,425,000
b) Updated Estimate - source: CCSD Board update 1/29/2009 (See Note 1)	16,400,000	12,300,000	4,100,000
c) Updated Estimate - source: CCSD Board update 1/29/2009 with Solar Power (See Note 1)	20,100,000	15,075,000	5,025,000

Federal Authorizations

Omnibus Appropriation Act 2001 - PL 106-554	10,300,000	(authorized project Federal Limit)
WRDA 2007	3,000,000	(potential in-kind credit - not additional funding)
American Recovery and Reinvestment Act of 2009 (ARRA)	2,500,000	(part of \$10.3M authorization - not additional funding)

Project Funds

	Dollars	
	Appropriated	Allocated
Federal		
Regular Appropriations	1,025,000	886,500
ARRA	2,500,000	950,600
Cambria Community Services District		
Cash		166,000
Project Coordination Team		-
In-Kind (\$3M under review)		-
Total		2,003,100

Project Obligations / Expenditures

	Dollars		
	Obligated (through 9-30-09)	Expended (through 9-30-09)	Estimate for next quarter
Federal			
Labor			
Project Management (See Note 2)	158,537	158,537	15,000
Planning (See Note 3)	50,115	50,115	15,000
Engineering (See Note 4)	89,858	89,858	5,000
Contracts			
Environmental Assessment for Geotech Investigation (See Note 5)		-	(note 5)
Geotechnical Investigation	733,165	95,444	
CCSD			
PCT - Project Coordination Team (unofficial credit to date) (See Note 6)		177,892	
Total	1,031,675	571,846	35,000

Notes:

- Project costs inflated at annual rate of 4% per year to an estimated construction mid-point of June 2012. Federal amount shown is higher than what is currently authorized. The current Federal limit is \$10.3 million. Therefore \$10.3 million will be the maximum potential Federal expenditure on this project without additional authorization and an amendment of the project agreement. Without change, CCSD will be responsible for any project cost above \$10.3 million.
- Project management tasks have been related to all project management activities in development and coordination of the project management plan and project cooperation agreement. It also includes legal review. More currently it includes project management tasks related to the verification phase of the project in addressing environmental considerations and geotechnical investigations.
- Planning cost is primarily the environmental work related to the project. Tasks have been focused on preparation of the project management plan and necessary coordination for development of an Environmental Assessment for the geotechnical work. Some actions also include coordination with other resource agencies.
- Engineering cost included actions to develop the project management plan related to coastal processes and geotechnical evaluations. It also includes time and coordination to develop a scope of work for the existing geotechnical evaluation contract.
- We plan on awarding a contract to prepare an Environmental Assessment for the geotechnical work early this month. We are not showing an amount to so that the contractor is not privy to the estimate.
- Project Coordination Team, PCT, activities include CCSD's time to coordinate with the Corps on project related design and construction actions.

**BOARD OF DIRECTORS' MEETING
ADDENDUM TO GENERAL MANAGER'S REPORT
FIRE CHIEF'S REPORT**

Response information is attached and represents totals for the month of September 2009.

Progress updates and highlights regarding the different programs and services our department provides are identified below:

Prevention and Education (For the month of September 2009)

- **06** residential new and remodel fire plan reviews were completed.
- **09** residential and commercial technical fire inspections were conducted.
- **04** residential and commercial water appliance/conservation inspections were conducted.
- **06** engine company commercial fire and life safety inspections were conducted.
- **4** public education events
- **8** residential smoke detectors were installed and or the batteries changed.
- **4** child car seats installed

Operations

- Fire crews responded to a rapidly moving vegetation fire near the middle school at Schoolhouse Lane and Eton on Thursday October 1st. The fire extended to approximately 12 acres before being controlled by personnel from CCSD Fire Department and Cal-Fire. Damage was limited to an old barn structure and barbed wire fencing. The fire is currently under investigation but appeared to start under a power pole after a short power outage.
- At approximately 6:00 a.m. on Thursday October 8th the fire department responded to a structure fire at the Castle Inn on Moonstone drive. On arrival crews found a garage unit on the North side of the hotel structure well involved in fire. The fire was venting through the roof and threatening the roof and second floor of the hotel. Hose lines were deployed to protect the exposed hotel building and extinguish the fire. The fire was brought under control in about 45 minutes with approximately 25 firefighters from CCSD Fire Department, Cayucos Fire Department and Cal Fire. Damages are estimated near \$200,000.

Fire Prevention

- Fire Prevention Week was observed October 4 -10. The national theme this year was "Stay Fire Smart and Don't Get Burned." CCSD Fire Department personnel visited 326 students this year and delivered fire safety information. Festivities included station tours and school fire prevention demonstrations. The Alisa Ann Ruch Burn Relay also coincided with the weeks activities, bringing fire equipment and firefighters from across the North County accompanied by KSBY News celebrities to deliver a burn prevention program at Santa Lucia Middle School.
- Cambria area ghosts and goblins will be able to attend the CCSD Fire Department's annual Fire and Halloween Safety Haunted Forest again this year. The haunting begins at nightfall on Halloween evening Saturday October 31. Also assisting and co-sponsoring the event this year are members from Cambria CERT and the Cambria Community Health Care District.
- Daylight savings time ends Sunday November, 1st. Remember to "fall back" by setting your clocks back 1 hour and don't forget to change the batteries in your smoke detectors at the same time! "Change Your Clock – Change Your Batteries!" If you need assistance with changing batteries or if you need smoke detectors contact the CCSD Fire Department for assistance. 927-6240

"Wildfire Prevention is a Community Responsibility!"

**Cambria CSD Fire Department
Response Information
January 1, 2009 - September 30, 2009**

Categories	Jan '09	Feb '09	Mar '09	Apr '09	May '09	June '09	July '09	Aug '09	Sept '09	Totals
Fire	1	1	0	1	2	4	4	3	0	16
Hazardous Mat.	0	0	0	0	1	0	0	1	0	0
Medical*	26	35	27	35	52	37	47	52	40	351
Vehicle TC	3	3	1	2	2	4	0	5	6	26
Hazardous Situations	1	1	10	8	3	3	5	2	3	36
Public Service Assist	5	10	2	9	3	1	4	5	2	41
False Alarms	4	1	9	5	4	2	3	0	0	28
Agency Assist	0	0	0	0	0	0	0	0	0	0
Mutual Aid	0	0	0	0	1	0	0	0	0	1
Auto Aid	0	0	0	0	0	0	3	2	0	5
Fire Investigations	0	1	0	0	0	0	0	0	0	1
Monthly Response Totals	40	52	49	60	68	51	66	70	51	507
Cumulative Totals	40	92	141	201	269	320	386	456	507	0
ALS*	0									0
Medic Engine Shift*	0									0

BOARD OF DIRECTORS' MEETING-OCTOBER 22, 2009
ADDENDUM TO GENERAL MANAGER'S REPORT
FINANCE MANAGER'S REPORT

BUDGET-The Revenue and Expenditures for July 1, 2009 through September 30, is expected to be posted to the CCSD website by October 31, 2009.

EXPENDITURES-There were two disbursements in excess of \$100,000 during September, 2009. A bond payment in the amount of \$117,873 was paid to Union Bank and \$166,000 was paid to the United States' Army Corps of Engineers for the CCSD's local project cost sharing as approved by CCSD Resolution 43-2009.

RESERVES-LAIF BALANCE-The balance in the Local Agency Investment Fund as of September 30, 2009 was \$3,461,501. This balance is a decrease of \$516,000 from August 31, 2009. As of the date that this report was written, the interest earned for the period of July 1-September 30, 2009 has not been published.

The LAIF Balance is made up as follows:

<u>FUND</u>	<u>AMOUNT</u>
General	\$ 3,461,501
Water	\$ -0-
Wastewater	\$ -0-

SAFETY OF LAIF-Although it has been several months since there has been any news reports questioning the safety of various states' LAIF accounts, including California, CCSD staff continues to review activity concerning LAIF's safety. LAIF has a market valuation slightly in excess of 100% of its assets' cost and while the total amount deposited in LAIF decreased very slightly from September 2008 to September 2009, the amount deposited into LAIF in September 2009 exceeded the amount in September 2008 while the amount withdrawn was less in September 2009 than September 2008.

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
FOR THE MONTH ENDING SEPTEMBER 30, 2009**

VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
ABILITY ANSWERING SERVICE	49875	9/4/2009	1	275.00	ADM/AFTER BUSINESS HRS ANSWERING SVC SEPT'09
ACCURATE MAILING SERVICE	49876	9/4/2009	1	(330.00)	ADM/PPD PSTG DEPT CODE CRCTN W/L BILLS JUN'09
ACCURATE MAILING SERVICE	49876	9/4/2009	2	307.12	RC/POSTAGE BAL DUE W/L BILLING JUNE'09
ACCURATE MAILING SERVICE	49876	9/4/2009	3	61.08	RC/PROF SVCS W/L BILLING JUNE'09
ACCURATE MAILING SERVICE	49876	9/4/2009	1	7.00	WD/POSTG BAL DUE-JUNE REMINDER NOTICES 06/12/09
ACCURATE MAILING SERVICE	49876	9/4/2009	2	7.00	WW/POSTG BAL DUE-JUNE REMINDER NOTICES 06/12/09
ACCURATE MAILING SERVICE	49876	9/4/2009	3	9.85	WD/PROF MAIL SVC-JUNE REMINDER NOTICES 06/12/09
ACCURATE MAILING SERVICE	49876	9/4/2009	4	9.85	WW/PROF MAIL SVC-JUNE REMINDER NOTICES 06/12/09
ACCURATE MAILING SERVICE	49876	9/4/2009	1	(11.22)	WD/PSTG DUE ON JULY UTILITY BILLS 07/13/09
ACCURATE MAILING SERVICE	49876	9/4/2009	2	(11.22)	WW/PSTG DUE ON JULY UTILITY BILLS 07/13/09
ACCURATE MAILING SERVICE	49876	9/4/2009	3	172.77	WD/PROF SVCS-JULY UTILITY BILLS 07/13/09
ACCURATE MAILING SERVICE	49876	9/4/2009	4	172.78	WW/PROF SVCS-JULY UTILITY BILLS 07/13/09
ACCURATE MAILING SERVICE	49876	9/4/2009	1	8.76	WD/POSTAGE DUE-AUGUST REMINDER NOTICES 8/14/09
ACCURATE MAILING SERVICE	49876	9/4/2009	2	8.76	WW/POSTAGE DUE-AUGUST REMINDER NOTICES 8/14/09
ACCURATE MAILING SERVICE	49876	9/4/2009	3	14.27	WD/PROF SVCS-AUGUST REMINDER NOTICES 8/14/09
ACCURATE MAILING SERVICE	49876	9/4/2009	4	14.28	WW/PROF SVCS-AUGUST REMINDER NOTICES 8/14/09
ACCURATE MAILING SERVICE	49876	9/4/2009	1	880.00	WD/POSTAGE DEPOSIT FOR MAILING BILLS SEPT'09
ACCURATE MAILING SERVICE	49876	9/4/2009	2	880.00	WW/POSTAGE DEPOSIT FOR MAILING BILLS SEPT'09
ACCURATE MAILING SERVICE	49939	9/17/2009	1	(1.98)	WD/PSTG DUE ON SEPTEMBER UTILITY BILLS 9/14/09
ACCURATE MAILING SERVICE	49939	9/17/2009	2	(1.98)	WW/PSTG DUE ON SEPTEMBER UTILITY BILLS 9/14/09
ACCURATE MAILING SERVICE	49939	9/17/2009	3	167.38	WD/PROF SVCS-SEPTEMBER UTILITY BILLS 9/14/09
ACCURATE MAILING SERVICE	49939	9/17/2009	4	167.38	WW/PROF SVCS-SEPTEMBER UTILITY BILLS 9/14/09
				<u>2,531.88</u>	
ACS GOV'T SYSTEMS, INC.	49916	9/10/2009	1	795.64	FD/FIREHOUSE SOFTWARE SUPPORT RENEW 9/1/09-8/31/10
ADVANTAGE LASER PRODUCTS	49949	9/22/2009	1	94.00	ADM/CHECK STOCK 9/2/09
AGP VIDEO	49917	9/10/2009	1	575.00	ADM/VIDEO PRODUCTION/DIST. BOD MEETING 7/23/09
AGP VIDEO	49962	9/25/2009	1	575.00	ADM/VIDEO PROD/DIST. BOD MEETING 8/20/09
				<u>1,150.00</u>	
AIRGAS WEST	49963	9/25/2009	1	185.49	FD/7 CYLINDERS OF OXYGEN 8/27/09
ALPHA ELECTRICAL SERVICE	49950	9/22/2009	1	225.00	WW/SERVICE TO REPRGM SLUDGE CONTROL PANEL 9/8/09
ARB-AIR RESOURCES BOARD	49951	9/22/2009	1	2,235.00	WW/MODIFY & RENEW PORTABLE GENERATOR LIC. 8/19/09
AT&T PAYMENT CENTER	49964	9/25/2009	1	345.06	WD/SCADA SYS-WD CNXN AUGUST 2009
AT&T/CALNET2	49918	9/10/2009	1	356.14	FD/T1 LINES CNCTG FD/WD/WW JULY & AUG. 2009
AT&T/CALNET2	49918	9/10/2009	2	356.14	WD/T1 LINES CNCTG FD/WD/WW JULY & AUG. 2009
AT&T/CALNET2	49918	9/10/2009	3	356.12	WW/T1 LINES CNCTG FD/WD/WW JULY & AUG. 2009
AT&T/CALNET2	49965	9/25/2009	1	15.66	ADM/RADIO VAULT AUGUST 2009
AT&T/CALNET2	49965	9/25/2009	1	16.47	ADM/FAX MONTHLY CHARGES AUGUST 2009
AT&T/CALNET2	49965	9/25/2009	1	307.58	ADM/MAIN OFFICE MONTHLY CHARGES AUGUST 2009
				<u>1,408.11</u>	
AVAYA	49967	9/25/2009	1	101.67	ADM/PHONE & VOICEMAIL MAINTENANCE 9/4-12/3/09
BADGER METER INC.	49968	9/25/2009	1	5,727.59	WD/CONTD. MAJOR MAINTENANCE
BADGER METER INC.	49968	9/25/2009	1	1,245.55	WD/20 WATER METER MONITORS 8/17/09
				<u>6,973.14</u>	
BLACKBURN, DELON	49920	9/10/2009	1	311.30	WW/MILEAGE FOR GRADE 2 TEST REVW. JUNE 15-21, 2009
BOB WRIGHT CONSTRUCTION	49930	9/10/2009	1	1,750.00	WW/LABOR & MATERIAL TO REPAIR SEWER LATERAL 9/2/09

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BRENNTAG PACIFIC, INC.	49921	9/10/2009	1	779.32	WW/CHEMICALS 9/2/09
BRENNTAG PACIFIC, INC.	49969	9/25/2009	1	684.07	WD/CHEMICALS 8/25/09
BRENNTAG PACIFIC, INC.	49969	9/25/2009	1	284.95	WD/CHEMICALS 9/2/09
				1,748.34	
BRODY, MATT R.	49955	9/23/2009	1	70.00	FD/TRVL ADV AUTO EXTRCT TRNG SUNNYVLE 10/2-10/4/09
BURTON'S FIRE, INC.	49922	9/10/2009	1	632.92	FD/BATTERY CHARGER & EJECTOR FOR RESCUE 57 8/19/09
BURTON'S FIRE, INC.	49970	9/25/2009	1	161.57	FD/VALVE KIT 7/23/09
				794.49	
CAMBRIA AUTO PARTS	49919	9/10/2009	1	4.86	FD/FUSES & HOLDER 8/14/09
CAMBRIA AUTO PARTS	49952	9/22/2009	1	104.45	WW/SILICONE, HOSE & CLAMPS 8/6/09
CAMBRIA AUTO PARTS	49952	9/22/2009	2	139.75	WW/AIR HAMMER 8/6/09
CAMBRIA AUTO PARTS	49966	9/25/2009	1	13.73	WD/SEALER & WD 40 8/10/09
CAMBRIA AUTO PARTS	49966	9/25/2009	2	58.86	WD/WRENCH, TAP & PLIERS 8/10/09
CAMBRIA AUTO PARTS	49966	9/25/2009	3	150.42	WD/BATTERY 8/10/09
CAMBRIA AUTO PARTS	49966	9/25/2009	1	25.74	FD/ANTI-FREEZE 9/8/09
				497.81	
CAMBRIA BUSINESS CENTER	49923	9/10/2009	1	4.33	ADM/COPIES 9/2/09
CAMBRIA HARDWARE CENTER	49974	9/25/2009	1	103.15	WD/M&R WATER DIST. AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	2	158.92	WD/M&R WATER SR-4 AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	3	19.08	WD/M&R BUILDINGS AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	4	76.88	WD/OPERATING SUPPLIES AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	5	22.72	WD/SMALL TOOLS & EQUIPMENT AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	1	161.34	WW/M&R WW TREATMENT AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	2	18.91	WW/M&R WW COLLECTION AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	1	266.44	PM/SUPPLIES FOR PRESSURE VALVE AT VET'S HALL 8/09
CAMBRIA HARDWARE CENTER	49974	9/25/2009	2	941.47	PM/RE-STRIPING & REPAIRS AT VET'S HALL 8/2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	3	83.30	PM/OPERATING SUPPLIES AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	1	14.18	ADM/M&R BUILDINGS AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	1	4.32	FD/M&R BUILDINGS AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	2	30.69	FD/OPERATING SUPPLIES AUGUST 2009
CAMBRIA HARDWARE CENTER	49974	9/25/2009	3	8.93	FD/TRAVEL & TRAINING AUGUST 2009
				1,910.33	
CAMBRIA TIRE & AUTO	49975	9/25/2009	1	15.00	WD/RESURFACE BRAKE ROTOR '05 FORD 9/3/09
CAMBRIA VILLAGE PHARMACY	49929	9/10/2009	1	14.40	ADM/UTILITY BILL COLLECTION AUGUST 2009
CAMBRIA VILLAGE SQUARE	49889	9/4/2009	1	4,242.84	ADM/MONTHLY OFFICE LEASE PAYMT 1316 TAMSON SEPT'09
CAMBRIA VILLAGE SQUARE	49976	9/25/2009	1	569.33	ADM/COMMON AREA MAINTENANCE JULY-AUGUST 2009
				4,812.17	

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CARMEL & NACCASHA LLP	49877	9/4/2009	1	6,600.00	ADM/MONTHLY RETAINER LEGAL SERVICES 09/2009
CARMEL & NACCASHA LLP	49961	9/25/2009	1	935.25	WD/LITIGATION SERVICES LANDWATCH JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	2	935.25	WW/LITIGATION SERVICES LANDWATCH JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	3	1,444.50	WD/LITIGATION SERVICES LINDSEY JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	4	6.29	WD/SHIPPING - BERGE JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	5	6.28	WW/SHIPPING - BERGE JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	6	32.70	WD/COPY & FAX - LANDWATCH JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	7	65.00	WD/LITIGATION - LINDSEY JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	8	6.50	WD/COPY & FAX - LINDSEY JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	9	1,239.50	WD/LITIGATION - BERGE JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	10	1,239.50	WW/LITIGATION - BERGE JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	11	5.97	WD/COPY & FAX - BERGE JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	12	5.98	WW/COPY & FAX - BERGE JULY 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	1	1,600.25	WD/LITIGATION - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	2	1,600.25	WW/LITIGATION - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	3	1,313.50	WD/LITIGATION - LANDWATCH AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	4	1,082.50	WD/LITIGATION - LINDSEY AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	5	481.00	ADM/LITIGATION - WARREN AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	6	1.74	WD/LITIGATION - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	7	1.73	WW/LITIGATION - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	8	13.70	WD/SHIPPING - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	9	13.69	WW/SHIPPING - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	10	2.85	WD/COPYING - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	11	2.85	WW/COPYING - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	12	1.93	WD/LITIGATION - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	13	1.92	WW/LITIGATION - BERGE AUGUST 2009
CARMEL & NACCASHA LLP	49961	9/25/2009	14	13.15	WD/LITIGATION - LANDWATCH AUGUST 2009
				18,653.78	
CENTRAL COAST COFFEE	49924	9/10/2009	1	15.66	ADM/SUPPLIES 8/18/09
CENTRAL COAST COFFEE	49971	9/25/2009	1	15.66	ADM/SUPPLIES 9/18/09
				31.32	
COAST ELECTRONICS/RADIO	49925	9/10/2009	1	480.00	FD/PROGRAM PORTABLE RADIOS 8/31/09
COLLINGS & ASSOCIATES	49972	9/25/2009	1	250.00	FD/RESD. FIRE SPRKLR RVW 2401 WINDSOR 2/27/09
CORBIN WILLITS SYSTEMS	49878	9/4/2009	1	1,174.12	ADM/MONTHLY SUPPORT AGREEMNT-MOM SOFTWARE SEPT'09
CREEK ENVIRONMENTAL LAB.	49973	9/25/2009	1	182.00	WD/COLIFORM LAB TESTS JULY 2009
CROSBY COMPANY CPA	49953	9/22/2009	1	350.00	ADM/ATTEND BOD MEETING 5/28/09
CRYSTAL SPRING WATER CO.	49926	9/10/2009	1	14.36	WW/DISTILLED WATER AUGUST 2009
CULLIGAN-KITZMAN WATER	49956	9/23/2009	1	37.00	FD/28 DAY WATER-SOFTENER SERVICE AUGUST 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	1	765.00	ADM/CONSULTING SERVICES JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	2	2,397.00	PR/CONSULTING SERVICES JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	3	1,010.30	ADM/CONSULTING SERVICES JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	4	1,249.50	PR/CONSULTING SERVICES JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	5	357.00	WD/CONSULTING SERVICES JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	6	60.00	ADM/HIGH-SPEED INTERNET SERVICES JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	7	(1,326.62)	ADM/LESS JULY 2009 RETAINER
DAVIDSON ASSOCIATES	49879	9/4/2009	8	(4,512.17)	ADM/AMOUNT DUE C. DAVIDSON JULY 2009
DAVIDSON ASSOCIATES	49879	9/4/2009	1	4,304.00	ADM/MONTHLY RETAINER/DEPOSIT PROF SVCS SEPT'09
DAVIDSON ASSOCIATES	49954	9/22/2009	1	350.00	WD/DESIGN & PRODUCE 2008 CONS. CONF. REPORT 9/7/09
				4,654.01	

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EFLEXGROUP.COM, INC.	49890	9/8/2009	1	208.50	ADM/E-FLEX DEBIT CARD, HRA MONTHLY ADMIN SEPT. 09
EFLEXGROUP.COM, INC.	49957	9/23/2009	1	50.00	ADM/COBRA MONTHLY ADMIN FEE AUGUST 2009
				258.50	
EMAINT ENTERPRISES LLC	49987	9/29/2009	1	960.00	WW/EOL RENEWAL FOR 2 USERS NOV.09-NOV 2010
EMAINT ENTERPRISES LLC	49987	9/29/2009	2	1,200.00	WW/UNIVERSITY RNWL TRNG SUBSCRIPTION NOV 09-NOV 10
				2,160.00	
ENNIX INCORPORATED	49880	9/4/2009	1	2,975.00	WW/DIGESTER OPTIMIZATION INV# 5797 8/08/09-9/07/09
FARM PLAN	49900	9/10/2009	1	299.70	WW/MIRRORS FOR JD TRACTOR 8/26/09
FERGUSON ENT., INC #632	49931	9/16/2009	1	148.30	WD/SS REP CLMP, CLMP OD RAN 8/24/09
FERGUSON ENT., INC #632	49931	9/16/2009	1	8,605.88	WD/2 FIRE HYD, 3 BRZ HYD 8/25/09
FERGUSON ENT., INC #632	49931	9/16/2009	1	638.68	WD/HIGH STD RECT VLV, VLV BX GRD RNG 8/24/09
				9,392.86	
FGL ENVIRONMENTAL	49901	9/10/2009	1	872.00	WW/INORGANIC, ORGANIC & SUPPORT ANALYSIS 7/8/09
FGL ENVIRONMENTAL	49901	9/10/2009	1	77.00	WW/INORGANIC ANALYSIS 7/13/09
FGL ENVIRONMENTAL	49901	9/10/2009	1	133.00	WW/INORGANIC AND SUPPORT ANALYSIS 7/13/09
FGL ENVIRONMENTAL	49901	9/10/2009	1	123.00	WW/INORGANIC AND SUPPORT ANALYSIS 8/6/09
FGL ENVIRONMENTAL	49901	9/10/2009	1	456.00	WW/INORGANIC AND ORGANIC ANALYSIS 8/5/09
				1,661.00	
FIRMA CONSULTANTS, INC.	49933	9/16/2009	1	3,165.65	PR/MASTER PLAN FISCALINI RANCH TASK #6 8/3-8/31/09
FIRST AMERICAN TITLE CO	49932	9/16/2009	1	182.00	RC/LOT MERGER FEES 8/14/09
FIRST AMERICAN TITLE CO	49932	9/16/2009	1	171.00	RC/LOT MERGER FEES 9/2/09
FIRST AMERICAN TITLE CO	49932	9/16/2009	1	171.00	RC/LOT MERGER FEES 9/2/09
FIRST AMERICAN TITLE CO	49932	9/16/2009	1	100.00	RC/LOT MERGER FEES 9/2/09
				624.00	
FIRST BANKCARD	49872	9/4/2009	1	-	FD/M.MILLER VISA CHARGES AUGUST 2009
FIRST BANKCARD	49872	9/4/2009	2	20.56	FD/CARPET CLEANER RENTAL CHARGES 7/28/09
FIRST BANKCARD	49872	9/4/2009	3	41.03	FD/LUNCH MTNG SANTA MARGARITA W/ P.ELLIS 8/13/09
FIRST BANKCARD	49872	9/4/2009	1	-	WD/B.GRESENS VISA CHARGES AUGUST 2009
FIRST BANKCARD	49872	9/4/2009	2	24.02	WD/FUEL CHRGS TRIP TO MONTEREY DESAL MTNG 7/23/09
FIRST BANKCARD	49872	9/4/2009	3	28.71	WD/FUEL CHRGS TRIP TO MONTEREY DESAL MTNG 7/23/09
FIRST BANKCARD	49872	9/4/2009	4	29.15	WD/FUEL CHRGS TRIP TO LA MTG W/ACE 7/27/09
FIRST BANKCARD	49988	9/29/2009	1	-	FD/M.MILLER VISA CHARGES SEPTEMBER 2009
FIRST BANKCARD	49988	9/29/2009	2	33.35	FD/CROWN MOLDING MEDIA CENTER AT FD 8/24/09
FIRST BANKCARD	49988	9/29/2009	3	365.00	FD/FIRE MANAGEMENT CONSULTING CLS CAMBRIA 9/18/09
FIRST BANKCARD	49988	9/29/2009	4	325.00	FD/SYMPOSIUM FRESNO JOHN GIBSON 11/15-11/20/09
FIRST BANKCARD	49988	9/29/2009	5	325.00	FD/SYMPOSIUM FRESNO JOE GIBSON 11/15-11/20/09
FIRST BANKCARD	49988	9/29/2009	6	325.00	FD/SYMPOSIUM FRESNO JOSHUA GIBSON 11/15-11/20/09
				1,516.82	
FISHER SCIENTIFIC	49934	9/16/2009	1	566.11	WW/FILTER PAPER, BUFFER PACS, 9/3/09
GALLAGHER, MICHAEL S.	49958	9/23/2009	1	174.50	FD/TRVL ADV AUTO EXTRCT TRNG SUNNYVLE 10/2-10/4/09
GREAT WESTERN ALARM &	49868	9/1/2009	1	207.55	ADM/MONTHLY ANSWERING SERVICE 7/23-8/23/09
GRESENS, ROBERT C.	49881	9/4/2009	1	45.00	WD/MONTHLY CELLULAR PHONE SERVICE REIMB SEPT'09
GRESENS, ROBERT C.	49895	9/8/2009	1	9.78	WD/REIMBURSE TRAVEL TO MONTEREY DESAL MEET 7/23/09
GRESENS, ROBERT C.	49895	9/8/2009	1	32.47	WD/REIMBURSE TRAVEL TO LA MEET W/ACE 7/27/09
				87.25	

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GUS JONES CONCRETE CUTTIN	49896	9/8/2009	1	255.00	WW/CUTTING SIDEWALK & CROSSWALK MAIN ST. 8/31/09
GUS JONES CONCRETE CUTTIN	49935	9/16/2009	1	175.00	WW/31 FEET CUT IN SIDEWALK 9/1/09
				430.00	
HACH COMPANY	49891	9/8/2009	1	140.44	WD/CL17 MAINTENANCE KIT 8/18/09
HAMM, THEODORE	49982	9/25/2009	1	175.00	WW/FLATSAWING CONCRETE-1663 MAIN ST. 08/28/09
HARVEYS HONEYHUTS	49869	9/1/2009	1	79.09	PM/TOILET RENTAL CCC PROJECT RODEO GROUNDS 8/17/09
HOME DEPOT CREDIT SERVICE	49892	9/8/2009	1	223.35	PM/ELECTRIC SUPPLIES VETS HALL 8/13/09
HOME DEPOT CREDIT SERVICE	49892	9/8/2009	1	133.29	FD/MATERIALS FOR TRAINING ROOM CABINETS 8/22/09
				356.64	
INNOVATIVE CONCEPTS	49882	9/4/2009	1	839.30	FD/MONTHLY BROADBAND SERVICES SEPT'09
INNOVATIVE CONCEPTS	49882	9/4/2009	2	839.30	PM/MONTHLY BROADBAND SERVICES SEPT'09
INNOVATIVE CONCEPTS	49882	9/4/2009	3	889.39	ADM/MONTHLY BROADBAND SERVICES SEPT'09
INNOVATIVE CONCEPTS	49882	9/4/2009	4	839.30	WD/MONTHLY BROADBAND SERVICES SEPT'09
INNOVATIVE CONCEPTS	49882	9/4/2009	5	839.30	WW/MONTHLY BROADBAND SERVICES SEPT'09
INNOVATIVE CONCEPTS	49893	9/8/2009	1	25.00	ADM/TECH SUPPORT 8/13/09
INNOVATIVE CONCEPTS	49893	9/8/2009	1	50.00	ADM/TECH SUPPORT 8/24/09
INNOVATIVE CONCEPTS	49893	9/8/2009	1	325.00	ADM/TECH SUPPORT 8/14/09
				4,646.59	
J B DEWAR	49870	9/1/2009	1	1,274.18	FD/GASOLINE & DIESEL FUEL CHARGES 8/12/09
J B DEWAR	49936	9/16/2009	1	1,519.33	WW/DIESEL FUEL CHARGES 9/1/09
J B DEWAR	49936	9/16/2009	1	1,435.51	WD/GAS AND DIESEL FUEL CHARGES 9/1/09
J B DEWAR	49936	9/16/2009	1	1,537.43	FD/GAS AND DIESEL FUEL CHARGES 9/1/09
				5,766.45	
JOHN WRIGHT CONSTRUCTION	49871	9/1/2009	1	300.00	WW/SET INFLUENT PIPE WITH CRANE 8/13/09
KD'S MOBILE DETAIL & HIGH PRES	49873	9/4/2009	1	575.00	PM/STEAM CLEANING 8/26/09
KUYKENDALL, MICHAEL	49883	9/4/2009	1	45.00	WW/MONTHLY CELLULAR PHONE SERVICE REIMB SEPT'09
LABOSSIERE, J. ALLEYNE	49959	9/23/2009	1	29.22	ADM/MILG REIM PISMO-CSMFO MTG/SLO-AUDITORS 9/10/09
LAND CONSERVANCY OF SLO	49960	9/23/2009	1	4,864.84	RC/VACANT LOT INVENTORY/GIS PROJECT JULY 2009
LAND CONSERVANCY OF SLO	49960	9/23/2009	1	6,463.10	RC/VACANT LOT INVENTORY/GIS PROJECT AUGUST 2009
				11,327.94	
LIBERTY COMPOSTING, INC.	49989	9/29/2009	1	350.00	WW/LAB TESTING FOR METALS TO HAUL SLUDGE 9/15/09
MARINE RESCUE PRODUCTS INC.	49903	9/10/2009	1	233.11	FD/40" RESCUE TUBES 8/18/09
MATHESON TRI-GAS, INC	49894	9/8/2009	1	49.28	WW/ACETYLENE CYL RENTAL AUGUST 2009
MCMASTER-CARR SUPPLY CO	49874	9/4/2009	1	111.24	WW/SLOTTED PVC CONDUIT DUCTS 8/17/09
MENDOZA, CARLOS	49884	9/4/2009	1	22.50	PM/MONTHLY CELLULAR PHONE SERVICE REIMB SEPT'09
MENDOZA, CARLOS	49884	9/4/2009	2	22.50	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB SEPT'09
				45.00	
MILLER, MARK	49885	9/4/2009	1	45.00	FD/MONTHLY CELLULAR PHONE SERVICE REIMB SEPT'09

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MINER'S ACE HARDWARE	49897	9/8/2009	1	276.16	PM/PEGBBOARD,OSB PLY,CABLE MC W/G BLU, 8/27/09
MINER'S ACE HARDWARE	49897	9/8/2009	1	56.50	PM/ADJ VISE,URINAL SCREEN,NO PARKING SIGN 9/3/09
MINER'S ACE HARDWARE	49897	9/8/2009	1	(60.32)	PM/CREDIT FOR RETURNED PEGBOARD 9/3/09
MINER'S ACE HARDWARE	49937	9/16/2009	1	39.48	PM/CABLE MC, MISC ELECTRIC 9/12/09
MINER'S ACE HARDWARE	49990	9/29/2009	1	15.20	PM/FILTER FURN LATEX 9/17/09
				<u>327.02</u>	
MISSION LINEN SUPPLY	49938	9/16/2009	1	122.13	PM/LINEN SRVC & UNIFORM CLEANING JULY/AUG 09
MISSION LINEN SUPPLY	49938	9/16/2009	2	486.67	WD/LINEN SRVC & UNIFORM CLEANING JULY/AUG 09
				<u>608.80</u>	
MUSIC FACTORY	49898	9/8/2009	1	200.00	PM/INSPECT SOUND SYSTEM VETS HALL 8/22/09
NORTH COAST OCEAN RESCUE	49940	9/17/2009	1	244.45	FD/REIMB. FOR PURCHASE OF SAFETY GEAR 08/25/09
PACIFIC GAS & ELECTRIC	49904	9/10/2009	1	4.14	PM/ELEC SVC 3195 RODEO GROUNDS RD 7/31/09-8/27/09
PACIFIC GAS & ELECTRIC	49904	9/10/2009	1	167.84	WW/ELEC SVC 990 SAN SIMEON 7/30/09-8/27/09
PACIFIC GAS & ELECTRIC	49904	9/10/2009	1	12.42	ADM/ELEC SVC 1316 TAMSON DR #203 7/31/09-8/27/09
PACIFIC GAS & ELECTRIC	49942	9/17/2009	1	11.78	WD/ELEC SVC 7805VAN GORDON CRK RD 7/30/09-8/27/09
PACIFIC GAS & ELECTRIC	49942	9/17/2009	1	8.68	WD/ELEC SVC MANOR WAY 08/01/09-08/28/09
PACIFIC GAS & ELECTRIC	49942	9/17/2009	1	3,605.78	WD/ELEC SVC SANTA ROSA CREEK RD 08/01/09-08/28/09
PACIFIC GAS & ELECTRIC	49977	9/25/2009	1	912.34	FD/ELEC SVC 07/30/09-09/03/09
PACIFIC GAS & ELECTRIC	49977	9/25/2009	2	169.16	PM/ELEC SVC 07/30/09-09/03/09-VET'S HALL
PACIFIC GAS & ELECTRIC	49977	9/25/2009	3	60.77	PM/ELEC SVC 07/30/09-09/03/09-PUBLIC RESTROOMS
PACIFIC GAS & ELECTRIC	49977	9/25/2009	4	1,116.80	PM/ELEC SVC 07/30/09-09/03/09-STREET LIGHTS
PACIFIC GAS & ELECTRIC	49977	9/25/2009	5	551.87	ADM/ELEC SVC 07/30/09-09/03/09
PACIFIC GAS & ELECTRIC	49977	9/25/2009	6	9,441.22	WD/ELEC SVC 07/30/09-09/03/09
PACIFIC GAS & ELECTRIC	49977	9/25/2009	7	14,200.72	WW/ELEC SVC 07/30/09-09/03/09
				<u>30,263.52</u>	
PETTY CASH	49941	9/17/2009	1	7.47	FD/MINERS-LADDER STORAGE PROJECT JUL-AUG '09
PETTY CASH	49941	9/17/2009	2	20.00	FD/CERT-PAID TO NORM SMYTH JUL-AUG '09
PETTY CASH	49941	9/17/2009	3	19.74	PM/PAINT FOR VET'S HALL PARKING LOT JUL-AUG '09
PETTY CASH	49941	9/17/2009	4	23.50	ADM/POSTAGE PETTY CASH REIMBURSEMENT JUL-AUG '09
PETTY CASH	49941	9/17/2009	5	32.13	ADM/BOARD MEETING EXPENSE JUL-AUG '09
PETTY CASH	49941	9/17/2009	6	19.47	WW/COMPUTER CABLES JUL-AUG '09
				<u>122.31</u>	
PITNEY BOWES PURCH POWER	49943	9/17/2009	1	1,000.00	ADM/POSTAGE DOWNLOADED 08/11/09
PITNEY BOWES PURCH POWER	49943	9/17/2009	2	59.40	ADM/POSTAGE REFILL TRANS FEE 08/11/09
				<u>1,059.40</u>	
PROCARE JANITORIAL SUPPLY	49905	9/10/2009	1	77.86	ADM/JANITORIAL SUPPLIES, PAPER PRODUCTS 08/26/09
PROCARE JANITORIAL SUPPLY	49905	9/10/2009	1	361.17	PM/JANITORIAL SUPPLIES, PAPER PRODUCTS 08/26/09
PROCARE JANITORIAL SUPPLY	49905	9/10/2009	1	72.87	PM/JANITORIAL SUPPLIES, PAPER PRODUCTS 08/31/09
				<u>511.90</u>	
PUMP REPAIR SERVICE CO.	49978	9/25/2009	1	758.34	WW/PARTS FOR LIFT STATION A-1 09/16/09
QUILL CORP	49944	9/17/2009	1	230.66	ADM/LASER PAPER, DESKPAD, CALENDAR 08/11/09
QUILL CORP	49944	9/17/2009	1	154.36	ADM/LASER PAPER,INK PENS,BNDR CLIPS,CRMR 08/25/09
QUILL CORP	49944	9/17/2009	1	280.22	ADM/LASER PAPER AND GEL INK PENS 09/09/09
QUILL CORP	49979	9/25/2009	1	164.85	ADM/STRG BOXS,WIRELESS MOUSE,FLASH DRIVES 08/28/09
				<u>830.09</u>	
REGIONAL TRANSIT AUTHOR.	49906	9/10/2009	1	967.52	ADM/10% FAREBOX GUARANTEE ON TROLLEY JUL-SEPT'08
REGIONAL TRANSIT AUTHOR.	49906	9/10/2009	1	1,887.54	ADM/10% FAREBOX GUARANTEE ON TROLLEY OCT-DEC'08
REGIONAL TRANSIT AUTHOR.	49980	9/25/2009	1	813.87	ADM/10% FAREBOX GUARANTEE ON TROLLEY APR-JUN'08
				<u>3,668.93</u>	

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
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VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
RITTERBUSH REPAIR SERVICE	49945	9/17/2009	1	1,050.00	FD/MAINT & REPAIR FOR ALL FIRE APPARATUS 08/26/09
RUDOCK, TAMMY	49886	9/4/2009	1	45.00	ADM/MONTHLY CELLULAR PHONE SERVICE REIMB SEPT'09
RUDOCK, TAMMY	49907	9/10/2009	1	30.50	ADM/TRAVEL REIMB.-PRESENTATION AT VVCSD BOD 9/1/09
				75.50	
SAN LUIS PAPER CO.	49887	9/4/2009	1	122.79	WW/TISSUE PAPER,PAPER TWLS,FACIAL TISSUE 3/02/09
SAN LUIS PAPER CO.	49887	9/4/2009	1	(84.42)	WW/RETURN-TISSUE PAPER & FACIAL TISSUE 03/12/09
				38.37	
SELECT BUSINESS SYSTEMS	49946	9/17/2009	1	111.97	FD/SHARP X3500 MNTHLY SVC AGRMNT 7/25/09-8/25/09
SHAMROCK PIPE TOOLS, INC.	49981	9/25/2009	1	160.00	WW/4" & 6" CAMERA BRUSH 09/10/09
SLO CO FIRE DEPT / C.D.F.	49908	9/10/2009	1	23,772.75	FD/DISPATCHING SERVICES FOR CALENDAR YEAR 2008
STATE OF CALIFORNIA	49928	9/10/2009	1	10.00	WW/PERMANENT TRAILER ID 9/30/09
STATE WATER RES.CTRL.BRD.	49909	9/10/2009	1	1,008.00	WW/ANNUAL FEE-STORM WATER PERMIT 07/01/09-06/30/10
SUN PACIFIC	49983	9/25/2009	1	135.00	WW/ADJUST VOLTAGE & FRQNCY STANDBY GENERATOR 9/23
SUNNYVALE FIRE DEPARTMENT	49910	9/10/2009	1	275.00	FD/SUNNYVALE FD AUTO EXTRCTN CLS M.GALLAGHER 8/5
SUNNYVALE FIRE DEPARTMENT	49910	9/10/2009	1	300.00	FD/SUNNYVALE FD AUTO EXTRCTN CLS M.BRODY 08/05/09
				575.00	
TEMPLETON UNIFORMS	49911	9/10/2009	1	100.24	FD/UNIFORM PANT-D.DECLERCQ 08/25/09
THE DOCUTEAM	49927	9/10/2009	1	253.11	ADM/DOCUMENT STORAGE AUGUST 2009
THE GAS COMPANY	49902	9/10/2009	1	94.01	PM/GAS SERVICE 1000 MAIN ST VETS HALL 7/29-8/27/09
THE GAS COMPANY	49902	9/10/2009	1	0.96	ADM/GAS SERVICE TAMSON DR SUITE 201 7/29-8/27/09
THE GAS COMPANY	49902	9/10/2009	1	53.21	FD/GAS SERVICE 2850 BURTON DR. 7/29-8/28/09
THE GAS COMPANY	49902	9/10/2009	1	0.96	ADM/GAS SERVICE TAMSON DR SUITE 203 7/29-8/27/09
THE GAS COMPANY	49902	9/10/2009	1	2.88	FD/GAS SERVICE 5490 HEATH LN 7/30-8/28/09
THE GAS COMPANY	49902	9/10/2009	1	25.88	FD/GAS SERVICE 5500 HEATH LN APT B 7/30-8/28/09
THE GAS COMPANY	49902	9/10/2009	1	29.73	WW/GAS SERVICE 5500 HEATH LN 7/30-8/28/09
THE GAS COMPANY	49902	9/10/2009	1	26.53	PM/GAS SERVICE 3195 BURTON DR 7/29-8/28/09
				234.16	
TOBY'S PLUMBING	49912	9/10/2009	1	1,078.00	WW/1663 MAIN ST LATERAL REPAIR 09/07/09
TORLANO, EMILY	49991	9/29/2009	1	270.00	FD/REIM TRNG SYMPOSIUM CLASS FRESNO 11/16-11/21/09
TYGRIS VENDOR FINANCE INC	49947	9/17/2009	1	317.11	FD/SHARP X3500 COPIER LEASE AGREEMENT 09/07/09
UNION BANK OF CALIFORNIA	49913	9/10/2009	1	70,000.00	WW/PRINCIPAL PAYMENT 10/01/09
UNION BANK OF CALIFORNIA	49913	9/10/2009	2	47,872.50	WW/SEMI ANNUAL INTEREST PAYMENT 10/01/09
				117,872.50	
US ARMY CORPS OF ENGINEERS	N/A	9/21/2009	1	166,000.00	WD/COST SHARING CONTRIBUTION per CCSD RESO. 43-2009
US CONCRETE PRECAST GROUP	49899	9/8/2009	1	109.24	PM/REPLACE PARTS FOR DAMAGED TRASH CAN 8/20/09
USA BLUE BOOK	49984	9/25/2009	1	332.47	WW/RED & BLUE CHART PENS, COREPRO JR. SMPLR 9/4/09
VAN SCOYOC ASSOC., INC.	49888	9/4/2009	1	6,225.00	ADM/PROF FEDL ADVOCACY FOR DESAL-WASH D.C SEPT'09
VENTURA PRINTING, INC.	49986	9/29/2009	1	1,242.28	WD/2008 CONSUMER CONFIDENCE REPORT POSTAGE 9/24/09

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
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VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
VERIZON WIRELESS	49914	9/10/2009	1	27.08	FD/CELL PHONE HARD WIRED TO WT57 7/8-8/07/09
VERIZON WIRELESS	49985	9/25/2009	1	27.08	FD/CELL PHONE HARD WIRED TO WT57 8/08/09-9/07/09
				54.16	
VIC'S BACKHOE SERVICE	49915	9/10/2009	1	1,920.00	WW/TRCTR/DUMP TRUCK-1663 MAIN LATERAL REPAIR 9/01
WINSOR CONSTRUCTION, INC.	49948	9/17/2009	1	401.63	WW/SAND & BASE- 1663 MAIN LATERAL REPAIR 09/08/09
	49236	9/30/2009	1	(22.50)	Ck# 049236 Reversed
	49236	9/30/2009	2	(22.50)	Ck# 049236 Reversed
	49992	9/30/2009	3	22.50	Ck# 049992->049236 Replacement
	49992	9/30/2009	4	22.50	Ck# 049992->049236 Replacement
				0.00	
	49461	9/30/2009	1	(45.00)	Ck# 049461 Reversed
	49993	9/30/2009	2	45.00	Ck# 049993->049461 Replacement
				0.00	
	49504	9/30/2009	1	(79.00)	Ck# 049504 Reversed
	49518	9/30/2009	1	(45.00)	Ck# 049518 Reversed
	49994	9/30/2009	2	45.00	Ck# 049994->049518 Replacement
				0.00	
	49569	9/30/2009	1	(79.00)	Ck# 049569 Reversed
	49569	9/30/2009	1	(79.00)	Ck# 049569 Reversed
	49682	9/30/2009	1	(88.00)	Ck# 049682 Reversed
	49682	9/30/2009	1	(370.00)	Ck# 049682 Reversed
				0.00	
Accounts Payable Vendor Sub-Total				463,114.94	
AFLAC (AMER FAM LIFE INS)	1133	9/4/2009	1	436.63	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1133	9/4/2009	1	123.43	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1148	9/18/2009	1	436.63	VOLUNTARY INS-PRETAX
AFLAC (AMER FAM LIFE INS)	1148	9/18/2009	1	123.43	VOLUNTARY INS-PRETAX
				1,120.12	
CAMBRIA FIREFIGHTERS ASSN	1137	9/4/2009	1	146.10	RESERVE FIREFTR DUES
EFLEXGROUP.COM, INC.	1136	9/4/2009	1	1,450.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1136	9/4/2009	2	100.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1136	9/4/2009	3	200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1136	9/4/2009	4	50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1136	9/4/2009	5	150.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1151	9/18/2009	1	1,450.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1151	9/18/2009	2	100.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1151	9/18/2009	3	200.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1151	9/18/2009	4	50.00	MEDICAL REIMBURSEMNT
EFLEXGROUP.COM, INC.	1151	9/18/2009	5	150.00	MEDICAL REIMBURSEMNT
				3,900.00	

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
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VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
EMPLOYMENT DEVELOPMENT DP	1135	9/4/2009	1	3,880.96	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1135	9/4/2009	1	980.14	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1150	9/18/2009	1	3,559.89	STATE INCOME TAX
EMPLOYMENT DEVELOPMENT DP	1150	9/18/2009	1	836.85	STATE INCOME TAX
				<u>9,257.84</u>	
H.O.B.-DIRECT DEPOSIT	1138	9/4/2009	1	3,884.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1138	9/4/2009	1	55,322.06	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1152	9/18/2009	1	3,884.00	Direct Deposit Flat
H.O.B.-DIRECT DEPOSIT	1152	9/18/2009	1	51,993.10	Direct Deposit Flat
				<u>115,083.16</u>	
H.O.B./FEDERAL TAXES	1139	9/4/2009	1	11,539.31	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1139	9/4/2009	1	11,617.02	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1139	9/4/2009	1	2,760.58	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1153	9/18/2009	1	10,549.70	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1153	9/18/2009	1	9,433.62	FEDERAL INCOME TAX
H.O.B./FEDERAL TAXES	1153	9/18/2009	1	2,382.84	FEDERAL INCOME TAX
				<u>48,283.07</u>	
ICMA-VNTGPT TRSFR AGT 401	1141	9/4/2009	1	100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 401	1155	9/18/2009	1	100.00	401-INDIV CONTRIB
ICMA-VNTGPT TRSFR AGT 457	1140	9/4/2009	1	2,563.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1140	9/4/2009	1	800.00	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1154	9/18/2009	1	2,563.46	457 DEF COMP-INDIV
ICMA-VNTGPT TRSFR AGT 457	1154	9/18/2009	1	800.00	457 DEF COMP-INDIV
				<u>6,926.92</u>	
PERS HEALTH BENEFIT SERV	1160	9/30/2009	1	26,749.48	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	2	0.03	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	3	115.45	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	4	92.32	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	5	3,434.65	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	6	1,098.97	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	7	6,939.57	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	8	2,846.68	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	9	3,434.66	MEDICAL INSURANC-YER
PERS HEALTH BENEFIT SERV	1160	9/30/2009	1	1,407.86	MEDICAL INSURANC-YER
				<u>46,119.67</u>	
PERS RETIREMENT SYSTEM	1142	9/4/2009	1	(0.02)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1142	9/4/2009	2	24,639.23	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1156	9/18/2009	1	(0.02)	PERS PAYROLL REMITTANCE
PERS RETIREMENT SYSTEM	1156	9/18/2009	2	23,728.80	PERS PAYROLL REMITTANCE
PRINCIPAL LIFE INSUR COMP	1161	9/30/2009	1	2,619.37	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	1161	9/30/2009	2	85.68	DENTAL INSURANCE-YER
PRINCIPAL LIFE INSUR COMP	1161	9/30/2009	1	122.72	DENTAL INSURANCE-YER
				<u>51,195.76</u>	
SEIU, LOCAL 620	1143	9/4/2009	1	392.40	SEIU UNION DUES
SEIU, LOCAL 620	1157	9/18/2009	1	392.40	SEIU UNION DUES
				<u>784.80</u>	
SLO CREDIT UNION	1134	9/4/2009	1	320.00	CREDIT UNION
SLO CREDIT UNION	1149	9/18/2009	1	320.00	CREDIT UNION
				<u>640.00</u>	

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXPENDITURE REPORT
FOR THE MONTH ENDING SEPTEMBER 30, 2009**

VENDOR NAME	CHECK NUMBER	CHECK DATE	LINE NO.	LINE AMOUNT	LINE DESCRIPTION
STATE OF CAL -DISB. UNIT	1144	9/4/2009	1	129.23	DEDUCTION-MISC 1
STATE OF CAL -DISB. UNIT	1158	9/18/2009	1	129.23	DEDUCTION-MISC 1
				<u>258.46</u>	
THE VARIABLE ANNUITY LIFE	1145	9/4/2009	1	150.00	DEFERRED COMP -VALIC
THE VARIABLE ANNUITY LIFE	1159	9/18/2009	1	150.00	DEFERRED COMP -VALIC
				<u>300.00</u>	

Accounts Payable Vendor Sub-Total 284,015.90

TOTAL DISBURSEMENTS FOR SEPTEMBER, 2009 747,130.84



ADDENDA TO MONTHLY EXPENDITURE REPORT

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

CAMBRIA COMMUNITY SERVICES DISTRICT
MINUTES OF THE REGULAR MEETING OF BOARD OF DIRECTORS
OCTOBER 1, 2009 – VETERANS MEMORIAL BUILDING

- 1. Call to Order:** President Sanders called the meeting to order at 12:34 p.m. and led the pledge of allegiance. District Counsel Tim Carmel reported no report from closed session.

Present: Directors Clift, Chaldecott, De Micco, MacKinnon and President Sanders

Absent: None

Also present: General Manager Tammy Rudock, District Counsel Tim Carmel, District Engineer Bob Gresens, and District Clerk Kathy Choate

- 2. Public Comment:**

Richard DeVega, Cambria. Commented on his October 1, 2009 memo to Board of Directors and staff regarding bi-monthly utility bill processing/mailing.

Elizabeth Bettenhausen, Cambria. Presented handout on Short Bibliography on Ocean Conditions and Desalination and June 18 Cambrian Viewpoint, commented on Army Corps quarterly reports, and Fiscal Year 2009/10 expenses.

Muril Clift, Cambria, Co-chair Pinedorado, Lions Club. Reported outstanding Pinedorado success with \$60,000 to be distributed to community events and scholarships later this year. Thanked the CCSD staff, Sheriff's Department and event supporters.

- 3. Agenda Review:**

Consent Items 7D and 7F pulled for separate consideration.

- 4. Acknowledgements/Presentation:**

Director Chaldecott presented a Proclamation honoring John and Joyce Heller. John expressed his gratitude to all those who have volunteered with the dog park.

- 5. Special Reports**

A. Sheriff's Department Report: Commander Ben Hall reported usual number of calls, minor theft reports, and warned against identity theft fraud.

- 6. Manager's and Board Reports**

A. Manager's Report: Tammy Rudock summarized and presented the Manager's report. Lynn Cullen, PG&E Vegetation Management Department reported on quality control conducted in response to community concerns regarding recent lot clearing. Bob Gresens summarized the District Engineer's report on utility projects, status with Army Corps of Engineers, and current well levels. Board discussion followed with direction to staff to schedule Utilities Committee meeting with staff to prioritize capital outlay and major maintenance projects.

- B. Member and Committee Reports**

Emergency Medical Services/Co-Location Committee: Director Clift reported on recent CAL Fire presentation to CCSD Fire Department of services they provide with a broad range of services. If interested, proposed a special meeting/workshop be held to receive the presentation. If Board is interested in further discussions then set up a committee to

consult with other agencies using their services and further discussion of proposals. Board directed General Manager and Fire Chief to find out if CAL Fire would be interested in doing the presentation and determine date for special meeting

Utilities Committee: Director Chaldecott reported the Water Emergency Alternative Citizens Committee has met six times and introduced committee chair Erwin Ohannesian. He provided a progress report including, committee structure, WEACC mission, goals, and tasks. Next meeting is October 8, 3:00 PM, Suite 204.

7. Consent Agenda

- A. Approve expenditures for the month of August 2009
- B. Approve minutes of Board of Directors meetings August 20 and September 18, 2009
- C. Adopt Resolution 40-2009 approving a one-year lease extension with Cambria Village Square Shopping Center for the CCSD administrative offices for the period of November 1, 2009 through October 31, 2010
- D. Adopt Ordinance 02-2009 electing to have delinquent solid waste collection and disposal service charges collected on tax roll
- E. Adopt Resolution 44-2009 ratifying amendment to professional services contract with Crosby & Cindrich, Certified Public Accountants, acknowledging separation of principals and Crosby Company as replacement contractor
- F. Adopt Resolution 45-2009 ratifying the General Manager's hiring of a Wastewater Operator/OIT to fill a recently vacated position
- G. Adopt Resolution 41-2009 approving a Settlement and Release Agreement between the CCSD and San Simeon CSD for past project costs due

Item 7D. Director Cliff moved to waive reading of full text of Ordinance 02-2009 and adopt by title only. Director Chaldecott seconded. Motion carried unanimously. Ayes – 5, Noes – 0, Absent – 0

Item 7D Director Cliff moved to adopt 02-2009 entitled "An ordinance of the Board of Directors of the Cambria Community Services District electing to have delinquent solid waste collection and disposal service charges collected on tax roll." Director MacKinnon seconded. Motion carried. Ayes – 4, No – 1 (De Micco). Absent - 0

Item 7F Consider adoption of Resolution 45-2009 ratifying the General Manager's hiring of a Wastewater Operator/OIT to fill a recently vacated position. President Sanders introduced the item. Board discussion followed regarding contracting out/outsourcing for standard services. **Board requests further justification/critical need to fill position now.** Consider evaluation to determine cross usage of employees in water and wastewater departments. Organizational changes that result in savings, give opportunity to staff to do in such a way to save positions and make departments more effective. Could Manager ask two department supervisors to consider contracting work until reorganization and union contract could be evaluated? How would prevailing wage factor in contracting out? **Board consensus is to continue this item to October 22 regular meeting under regular business.**

Public Comment:

Jerry McKinnon, Cambria. Concerned with operation of CCSD. We raised fees for Wastewater plant and budgeted to cover specific positions of employment, supports filling position.

Tammy Rudock read remainder of consent agenda into the record; items 7A, B, C, E, and G. **Director Chaldecott moved to approve the consent calendar as read. Director MacKinnon seconded. Motion carried unanimously. Ayes – 5, No – 0, Absent - 0**

8. Hearings and Appeals

None

9. Regular Business

A. Adopt Resolution 46-2009 approving a CCSD Contingency Financial Plan for the Proposition 1A suspension (State loan from local government), including participation in California Communities Prop 1A Securitization Program. Tammy Rudock presented the staff report. Board discussion followed. **Director Cliff moved to approve Resolution 46-2009 approving both the Financial Contingency Plan and CCSD's participation in Proposition 1A Securitization Program. Director Chaldecott seconded. Motion carried unanimously. Ayes – 5, No – 0, Absent - 0**

B. Adopt Resolution 47-2009 approving capital expenditures for Stuart Street/Rodeo Grounds project. Bob Gresens presented staff report. Board discussion followed. **Director De Micco moved to adopt Resolution 47-2009 authorizing a loan from General Fund reserves to the Water Fund in an amount not to exceed \$30,000, without further Board approval, for completion of the environmental review process for Stuart Street Tank No. 3 and Rodeo Grounds Pump Station replacement projects. Director Chaldecott seconded. Motion carried unanimously. Ayes – 5, No – 0, Absent - 0**

Public Comment:

Elizabeth Bettenhausen, Cambria. Commented on borrowing from General Fund to fund water and wastewater projects.

C. Adopt Resolution 48-2009 authorizing funding for Water and Wastewater infrastructure modifications within the western Main Street pavement overlay project. Bob Gresens presented staff report. This item was discussed with the Utilities Committee. Board comments followed. **Director Chaldecott moved to adopt Resolution 48-2009 authorizing funding for Water and Wastewater infrastructure modifications within the western Main Street Pavement Overlay project. Director De Micco seconded. Motion carried unanimously. Ayes – 5, No – 0, Absent – 0**

Public Comment:

Amanda Rice, Cambria. Clearly need money for capital projects. Is Prop 218 on calendar for capital improvement expenses?

D. Adopt Resolution 49-2009 approving addendum to CCSD Interagency Operational Agreement with Cambria Community Healthcare District providing for ALS (Advanced Life Support) equipment aboard CCSD Fire Department apparatus. Tammy Rudock presented the staff report. Director Cliff commented this reestablishes paramedics available at Fire Department as CCHD employees while they are at work and allow them to have the equipment on the engines and adds to public service. **Director Cliff moved to adopt Resolution 49-2009. Director MacKinnon seconded. Motion carried unanimously. Ayes – 5, No – 0, Absent - 0**

10. Public Comment

Jerry McKinnon, Cambria. Commented on expenditure report. pg 29, Cambria Hardware Center \$729 twice for lumber. Is it a duplicate payment? And what corrals are being repaired?

Amanda Rice, Cambria. Commented on moratorium, transparency, accountability, water demand management. Requested policy for visual presentation, email retention, town meetings.

11. Adjourn President Sanders adjourned the meeting at 4:06 p.m. to closed session, 1316 Tamson Drive, Suite 204.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.C.**

FROM: Tammy Rudock, General Manager
Alleyne LaBossiere, Finance Manager

Meeting Date: October 22, 2009 Subject: Consider Adoption of Resolution 52-2009 Approving Sale of CCSD's Receivable to California Communities via the Proposition 1A Securitization Program

RECOMMENDATIONS:

Adopt Resolution 52-2009 approving the CCSD's participation in the Proposition 1A Securitization Program and the Sale of the CCSD's Receivable from the State of California to California Communities.

FISCAL IMPACT:

The amount of the CCSD's property taxes expected to be taken by the State of California due to the suspension of Proposition 1A is approximately \$157,000. The State is expected to repay the funds plus 2% interest within 3 years.

If the CCSD participates in the Proposition 1A Securitization Program, it will receive the \$157,000 in two installments during Fiscal Year 2009/2010, but will not receive any interest. However, at the direction of the Board, the funds received would be placed in the CCSD's LAIF account as "Restricted Prop 1A Funds," where they will earn an undetermined rate of interest.

Currently, LAIF is paying less than 1% interest, but it was paying 2.8% a year ago and 5.2% two years ago. It is possible that the CCSD would eventually earn more in LAIF than 2%. If for some reason, LAIF's rate of return was 0% for the entire time, the CCSD would incur a lost opportunity cost of approximately \$9,500, but that has never happened in LAIF's history and there is no reason to expect it now. Of greater importance is the fact that by participating in the Proposition 1A Securitization Program, the CCSD will not need to count on the State's ability to repay the debt.

BACKGROUND:

To help balance California's budget, the State suspended Proposition 1A and "redirected" \$2 billion of its cities, counties and special districts' ad valorem property taxes from the local agencies to the State with the covenant that this take-away would be repaid within 3 years. The California Statewide Communities Development Authority (known as California Communities) will sell bonds to make up for the shortfall and forward the bond proceeds to participating agencies so that they receive 100% of the State's take-away during the current

fiscal year when they would normally be received. California Communities is a joint powers agency consisting of the California State Association of Cities and the League of California Communities. It has issued over \$42 billion of debt since its formation in 1986 and it has already done a similar program for another state takeaway of vehicle license fees in the recent past.

DISCUSSION:

California Communities provided the following further information regarding the Prop 1A Securitization Program and related documents:

Proposition 1A Suspension: Proposition 1A was passed by California voters in 2004 to ensure local property tax and sales tax revenues remain with local government thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions can only be suspended if the Governor declares a fiscal necessity and two-thirds of the Legislature concurs.

The emergency suspension of Proposition 1A was passed by the Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the 2009-10 budget package on July 28, 2009. Under the provision, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The State will be required to repay those obligations plus interest (2%) by June 30, 2013.

Proposition 1A Securitization Program: Authorized under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program was instituted by California Communities to enable Local Agencies to sell their respective Proposition 1A Receivables to California Communities. Recently, SB67 was approved, which clarified specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A Receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010 (to coincide with the dates that the State will be shifting property tax from local agencies). The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. Participating local agencies will have no obligation on the bonds and no credit exposure to the State.

If the CCSD sells its Proposition 1A Receivable under the Proposition 1A Securitization Program, California Communities will pledge the CCSD's Proposition 1A Receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The CCSD's sale of its Proposition 1A Receivable will be irrevocable. Bondholders will have no recourse to the CCSD if the State does not make the Proposition 1A repayment.

Proposition 1A Program Sponsor: California Statewide Communities Development Authority ("California Communities") is a joint powers authority sponsored by the California State Association of Counties and the League of California Cities. The member agencies of California Communities include approximately 230 cities and 54 counties throughout California.

Benefits of Participation in the Proposition 1A Securitization Program: The benefits to the CCSD of participation in the Proposition 1A Securitization Program includes:

- Immediate cash relief. The sale of the CCSD's Proposition 1A Receivable will provide the CCSD with 100% of its Proposition 1A Receivable in two equal installments, on January 15, 2010 and May 3, 2010.
- Mitigates impact of 8% property tax withholding in January and May 2010. Per ABX4 14 and ABX4 15 and the proposed clean-up legislation SB 67, the State will withhold 8% of property tax receivables due to Cities, Counties, and Special Districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies.
- All costs of financing are borne by the State of California. The CCSD will not have to pay any interest cost or costs of issuance in connection with its participation.
- No obligation on Bonds. The CCSD has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

Proceeds of the Sale of the CCSD's Proposition 1A Receivable: Upon delivery of the Proposition 1A Bonds, California Communities will make available to the CCSD its fixed purchase price, which will equal 100% of the local agency's Proposition 1A Receivable. These funds may be used for any lawful purpose of the CCSD and are not restricted by the program.

Proposed Proposition 1A Receivables Sale Resolution: The proposed Proposition 1A Receivables Sale Resolution:

- (1) Authorizes the sale of the CCSD's Proposition 1A Receivable to California Communities for 100% of its receivable;
- (2) Approves the form, and directs the execution and delivery, of the Purchase and Sale Agreement with California Communities and related documents;
- (3) Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement of the Proposition 1A Receivable to the Proposition 1A Bond Trustee;
- (4) Appoints certain CCSD's officers and officials as Authorized Officers for purposes of signing documents; and
- (5) Authorizes miscellaneous related actions and makes certain ratifications, findings and determinations required by law.

Proposed Purchase and Sale Agreement: The proposed Purchase and Sale Agreement:

- (1) Provides for the sale of the Proposition 1A Receivable to California Communities;

- (2) Contains representations and warranties of the CCSD to assure California Communities that the Proposition 1A Receivable has not been previously sold, is not encumbered, that no litigation or other actions is pending or threatened to disrupt the transaction and the this is an arm's length "true sale" of the Proposition 1A Receivable.
- (3) Provides mechanics for payment of the Purchase Price
- (4) Contains other miscellaneous provisions.

District Counsel will complete the required legal opinion letter and the District Clerk will fill in all remaining information (including the Resolution number) per the document instructions provided by California Communities.

Attachment: Resolution 52-2009
Purchase and Sale Agreement
Indenture for Bonds
Component Certificate

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__

RESOLUTION NO. _____

**BOARD OF DIRECTORS
OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT**

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the Cambria Community Services District, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this Board of Directors (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely

from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by Cambria Community Services District to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the Board of Directors of the Cambria Community Services District hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this Board of Directors hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the Board of Directors is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this **Board of Directors**, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The **Board of Directors** acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the Board of Directors of the Cambria Community Services District, State of California, this _____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

President

Attest:

Clerk of the Board

Approved as to form :

SELLER'S COUNSEL

By _____

Dated: _____

APPENDIX A

CAMBRIA COMMUNITY SERVICES DISTRICT

Authorized Officers: Gregory Sanders, President

Peter Chaldecott, Vice-President

Tammy Rudock, General Manager

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

CAMBRIA COMMUNITY SERVICES DISTRICT, CALIFORNIA,
as Seller

and

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY,**
as Purchaser

PURCHASE AND SALE AGREEMENT

Dated as of November 1, 2009

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

(1) **CAMBRIA COMMUNITY SERVICES DISTRICT**, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and

(2) CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

RECITALS

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibits references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the “Proposition 1A receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an “Installment Payment” and, collectively, the “Installment Payments”), on January 15, 2010, and May 3, 2010 (each a “Payment Date” and, collectively, the “Payment Dates”). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.delaray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Delaray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller’s Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

- (i) Transaction Counsel receiving on or before the date the Bonds are sold (the “Pricing Date”), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents

duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's Board of Directors approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

- (ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);
- (iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and
- (iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.

(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its

obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its **Board of Directors** members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the Buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.

(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at P.O. Box 65, Cambria, California 93428.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.

(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

**CAMBRIA COMMUNITY SERVICES
DISTRICT, as Seller**

By: _____
Authorized Officer

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY, as Purchaser**

By: _____
Authorized Signatory

**EXHIBIT A
DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

“Act” means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

“Bill of Sale” has the meaning given to that term in Section 2(b)(ii) hereof.

“Closing Date” means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to alabossiere@cambriacsd.org not later than one day prior to the Closing Date.

“Controller” means the Controller of the State.

“County Auditor” means the auditor or auditor-controller of the county within which the Seller is located.

“Credit Enhancer” means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

“Credit Support Instrument” means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

“Initial Amount” means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

“Installment Payments” have the meaning set forth in Section 2(a).

“Payment Dates” have the meaning set forth in Section 2(a).

“Pricing Date” means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to alabossiere@cambriacsd.org not later than one day prior to the Pricing Date.

“Principal Place of Business” means, with respect to the Seller, the location of the Seller’s principal place of business and chief executive office located at [P.O. Box 65, Cambria, California 93428](#).

“Proposition 1A Receivable” has the meaning set forth in Section 2(a).

“Purchase Price” means an amount equal to the Initial Amount.

“Rating Agency” means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

“Rating Agency Confirmation” means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

“Resolution” means the resolution adopted by the Board of Directors approving the sale of the Proposition 1A Receivable.

“State” means the State of California.

“Transaction Counsel” means Orrick, Herrington & Sutcliffe LLP.

“Transaction Documents” mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of Cambria Community Services District, dated as of the Closing Date.

OPINION OF COUNSEL
to
CAMBRIA COMMUNITY SERVICES DISTRICT

Dated: Pricing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the Cambria Community Services District (the “Seller”) in connection with the adoption of that certain resolution (the “Resolution”) of the Board of Directors of the Seller (the “Governing Body”) pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the “Purchaser”) of the Seller’s “Proposition 1A Receivable”, as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the “Sale Agreement”) between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller’s Proposition 1A Receivable to the Controller of the State of California (the “Disbursement Instructions”) and a Bill of Sale and Bringdown Certificate of the Seller (the “Bill of Sale” and, collectively with the Sale Agreement and the Disbursement Instructions, the “Seller Documents”).

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: _____
Seller's Counsel

OPINION OF COUNSEL
to
CAMBRIA COMMUNITY SERVICES DISTRICT

Dated: Closing Date

California Statewide Communities Development Authority
Sacramento, California

Wells Fargo Bank, National Association
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the Cambria Community Services District (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: _____
Seller's Counsel

**EXHIBIT C1
CLERK'S CERTIFICATE**

CERTIFICATE OF THE
CLERK OF THE BOARD OF
CAMBRIA COMMUNITY SERVICES DISTRICT, CALIFORNIA

Dated: Pricing Date

The undersigned Clerk of the Board of the Cambria Community Services District (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. _____ duly adopted at a regular meeting of the Board of Directors of said Seller duly and legally held at the regular meeting place thereof on the _____ day of _____, 2009, of which meeting all of the members of said Board of Directors had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the City of Cambria, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: _____

Clerk of the Board of the Cambria
Community Services District, California

**EXHIBIT C2
SELLER CERTIFICATE**

SELLER CERTIFICATE

Dated: Pricing Date

We, the undersigned officers of the Cambria Community Services District (the “Seller”), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the “Seller Transaction Documents”) were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the “Sale Agreement”), between the Seller and the California Statewide Communities Development Authority (the “Purchaser”).
2. Irrevocable Instructions For Disbursement of Seller’s Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.
3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
3. The Board of Directors duly adopted its resolution (the “Resolution”) approving the sale of the Seller’s Proposition 1A Receivable at a meeting of the Board of Directors which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title _____

Signature

Gregory Sanders, President

Peter Chaldecott, Vice-President

Tammy Rudock, General Manager

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By:

Clerk of the Board of the Cambria
Community Services District, California

EXHIBIT C3
BILL OF SALE AND BRINGDOWN CERTIFICATE

BILL OF SALE AND BRINGDOWN CERTIFICATE

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the **Clerk of the Board** dated the Pricing Date, the Seller Certificate dated dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

**CAMBRIA COMMUNITY
SERVICES DISTRICT**

By: _____
Authorized Officer

EXHIBIT D

IRREVOCABLE INSTRUCTIONS TO CONTROLLER

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT
OF PROPOSITION 1A RECEIVABLE OF
CAMBRIA COMMUNITY SERVICES DISTRICT

Dated: Closing Date

Office of the Controller
State of California
P.O. Box 942850
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the **Cambria Community Services District** and Wiring Instructions Information Form

Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, **Cambria Community Services District** (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's **Board of Directors** authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions

cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Bank Name: Wells Fargo Bank, N.A.
Bank ABA Routing #: 121000248
Bank Account #: 0001038377
Bank Account Name: Corporate Trust Clearing
Further Credit To: CSCDA Proposition 1A Bonds
Bank Address: 707 Wilshire Blvd., 17th Floor
MAC E2818-176
Los Angeles, CA 90017
Bank Telephone #: (213) 614-3353
Bank Contact Person: Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Authorized Officer

EXHIBIT E
ESCROW INSTRUCTION LETTER

ESCROW INSTRUCTION LETTER

_____, 2009

California Statewide Communities Development Authority
1100 K Street
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The **Cambria Community Services District** (the “Seller”) hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the “Resolution”) authorizing the sale of its Proposition 1A Receivable, the Seller’s **Board of Directors** has agreed to sell to the California Statewide Communities Development Authority (the “Purchaser”), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel (“Transaction Counsel”), as instructed below:

1. certified copy of the Resolution, together with a certificate of the **Clerk of the Board**, dated the Pricing Date;
2. the Seller Certificate, dated the Pricing Date;
3. the Opinion of Seller’s Counsel, dated the Pricing Date;
4. the Opinion of Seller’s Counsel (bringdown opinion), dated the Closing Date;
5. the Purchase and Sale Agreement, dated as of November 1, 2009;
6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

Very truly yours,

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

By: _____
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

INDENTURE

Dated as of November 1, 2009

[\$[PRINCIPAL]]
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(STATE OF CALIFORNIA PROPOSITION 1A RECEIVABLES PROGRAM)
SERIES 2009

THIS INDENTURE, made and entered into as of November 1, 2009, by and between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a public entity of the State of California (as hereinafter in Section 1.01 further defined, the “Authority”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States, being qualified to accept and administer the trusts hereby created (as hereinafter in Section 1.01 further defined, the “Trustee”).

WITNESSETH:

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, certain local agencies within the State of California (the “State”) are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State’s 2009-10 fiscal year (the “Reimbursement Payments”), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, each participant listed on Exhibit C hereto (each a “Local Agency”) is entitled to and has determined to sell all right, title and interest of such Local Agency in and to its “Proposition 1A receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to such Local Agency pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, which include payment of principal of and interest on the Bonds;

WHEREAS, the Authority is a public entity of the State, created pursuant to the Joint Exercise of Powers Act (consisting of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code of the State of California) and is authorized to issue notes and bonds and to use the proceeds thereof pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable of each Local Agency;

WHEREAS, the Authority and each Local Agency have entered into a Purchase and Sale Agreement pursuant to which the Authority purchases the Proposition 1A Receivable from such Local Agency;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from each Local Agency, the Authority is issuing its Revenue Bonds (State of California Proposition 1A Receivables Program) Series 2009 (the “Bonds”) pursuant this Indenture, which Bonds will be payable solely from the proceeds of the Proposition 1A Receivables;

WHEREAS, the Authority will grant a security interest in the Proposition 1A Receivables so purchased to the Trustee to secure payment of the Bonds;

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and to

secure the payment of the principal amount thereof, the premium, if any, and the interest thereon, the Authority has authorized the execution and delivery of this Indenture;

WHEREAS, the Bonds, the certificate of authentication to be executed thereon and the form of assignment to appear thereon are to be in substantially the forms set forth in Exhibit A hereto and made a part hereof with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture;

WHEREAS, the Authority has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding, and legal limited obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order further to secure the payment of the principal amount of, premium, if any, and interest on all Bonds issued and Outstanding under this Indenture, according to their tenor, and further to secure the performance and observance of all the covenants and conditions therein and herein set forth, and further to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and for and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Holders from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes of this Indenture and of any indenture supplemental hereto or agreement supplemental thereto, have the meanings herein specified, to be equally applicable to both the singular and plural forms of any of the terms herein defined.

“**Act**” shall have the meaning ascribed thereto in the Purchase and Sale Agreements.

“**Authority**” means the California Statewide Communities Development Authority, or its successors and assigns.

“**Authorized Denomination**” means \$5,000 or any integral multiple of \$5,000 in excess thereof.

“**Authorized Representative**” means with respect to (a) the Authority, any Member of the Commission of the Authority or any person who at the time and from time to time is specifically authorized by resolution of the Authority furnished to the Trustee, as a person authorized to act on behalf of the Authority, and (b) a Local Agency, each person holding one or

more of the offices so designated on Appendix A of the Resolution of the governing body of such Local Agency approving the sale of its Proposition 1A Receivable.

“Beneficial Owner” means, with respect to any Book-Entry Bond, the beneficial owner of such Bond as determined in accordance with the applicable rules of DTC.

“Bond Fund” means the fund by that name established pursuant to Section 5.02 of this Indenture.

“Bondholder” or **“Holder”** means, with respect to any Bond, the person in whose name such Bond is registered.

“Bond Registrar” or **“Registrar”** means the entity or entities performing the duties of the Bond Registrar pursuant to Section 2.06 hereof.

“Bonds” means the California Statewide Communities Development Authority Revenue Bonds (State of California Proposition 1A Receivables Program) Series 2009 issued hereunder and authenticated by the Trustee and any Bonds issued in exchange or replacement thereof in accordance with this Indenture.

“Business Day” means any day, other than a Saturday or a Sunday, on which the banks located in New York City or in the city in which the Principal Corporate Trust Office of the Trustee is located are not required or authorized to be closed and on which the New York Stock Exchange is not closed.

“Code” means the Internal Revenue Code of 1986, or any successor code or law, and any regulations in effect or promulgated thereunder.

“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement between the Authority and the Trustee, as dissemination agent, dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Authority and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees, expenses and charges of the Trustee and the Authority, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds which constitutes a “cost of issuance” within the meaning of Section 147(g) of the Code.

“Costs of Issuance Fund” means the fund by that name established pursuant to Section 3.03 hereof.

“Depository” means The Depository Trust Company and its successors and assigns, or any other depository selected as set forth in Section 2.09 hereof which agrees to follow the procedures required to be followed by such depository in connection with the Bonds.

“Eligible Securities” means any of the following obligations as and to the extent that such obligations are at the time legal investments under the Act for moneys held hereunder and then proposed to be invested therein:

- A. bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest;
- B. bonds or interest-bearing notes or obligations that are guaranteed as to principal and interest by a federal agency of the United States;
- C. bonds of the State or bonds for which the faith and credit of the State are pledged for the payment of principal and interest;
- D. bonds or warrants, including but not limited to revenue warrants, of any county, city, metropolitan water district, State water district, State water storage district, irrigation district in the State, municipal utility district or school district of the State which are rated within the two highest rating categories by a Rating Agency;
- E. bonds, consolidated bonds, collateral trust debentures, consolidated debentures or other obligations issued by general land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended, debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended, bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act, stocks, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act, as amended, and the bonds of any federal home loan bank established under said act, obligations of the Federal Home Loan Mortgage Corporation, and bonds, notes and other obligations issued by the Tennessee Valley Authority under the Tennessee Valley Authority Act, as amended;
- F. commercial paper rated in the highest rating category by a Rating Agency that is issued by corporations (1) organized and operating within the United States, (2) having total assets in excess of \$500,000,000 and (3) approved by the Pooled Money Investment Board; provided however, that eligible commercial paper may not exceed 180 days' maturity, represent more than 10 percent of the outstanding paper of an issuing corporation nor exceed 30 percent of the resources of an investment program; and if requested by the Trustee, such investment shall be additionally secured by depositing with the Trustee securities authorized by Section 53651 of the California Government Code of a market value of at least 10 percent in excess of the amount of the investment;
- G. bills of exchange or time drafts drawn on and accepted by a commercial bank the general obligations of which are rated within the two highest rating categories by a Rating Agency, otherwise known as banker 's acceptances, which are eligible for purchase by the Federal Reserve System;

- H. negotiable certificates of deposit issued by a nationally or state- chartered bank including the Trustee and its affiliates or savings and loan association or by a state-licensed branch of a foreign bank which, to the extent they are not insured by federal deposit insurance, are issued by an institution the general obligations of which are rated in one of the two highest rating categories by a Rating Agency;
- I. bonds, debentures and notes issued by corporations organized and operating within the United States which securities are rated in one of the highest two rating categories by a Rating Agency;
- J. deposits in the Surplus Money Investment Fund referred to in Section 1647 1 of the California Government Code;
- K. repurchase agreements or reverse repurchase agreements, as such terms are defined in and pursuant to the terms of Section 16480.4 of the California Government Code;
- L. collateralized or uncollateralized investment agreements or other contractual arrangements with corporations, financial institutions or national associations within the United States, provided that the senior long-term debt of such corporations, institutions or associations is rated within the top two rating categories by each Rating Agency that has assigned a rating to such long-term debt;
- M. forward purchase agreements collateralized with obligations described in (A) through (G) above with corporations, financial institutions or national associations within the United States, provided that the senior long term debt of such corporations, institutions or associations is rated within the highest two rating categories by a Rating Agency acceptable to the Rating Agencies;
- N. money market funds that invest solely in obligations described in clause (A) of this definition; or
- O. such other investments as may be authorized in writing by the Authority, provided that each Rating Agency then rating the Bonds has confirmed that the use of such additional investments will not result in the reduction or withdrawal of any rating on any Outstanding Bonds.

“Event of Default” means any of the events specified in Section 7.01 of this Indenture.

“Fitch” means Fitch, Inc., dba Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the Financial Accounting Standards Board or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Indenture” means this indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture entered into pursuant to the provisions hereof.

“Interest Payment Date” means each [January] 1 and [July] 1, commencing [July] 1, 2010.

“Issuance Date” means, with respect to the Bonds, the date on which the Bonds are first delivered to the purchasers thereof.

“JPA Law” means the Joint Exercise of Powers Act (consisting of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code of the State, as now in effect and as it may from time to time hereafter be amended or supplemented.

“Local Agency” means each local agency, within the meaning of Section 6585(f) of the California Government Code, whose Proposition 1A Receivable is purchased with proceeds of the Bonds.

“Local Agency Fund” means the fund by that name established pursuant to Section 5.04 of this Indenture.

“Maturity Date” means [July 1], 2013.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Authority.

“Opinion of Bond Counsel” means an Opinion of Counsel by a nationally recognized bond counsel firm experienced in matters relating to the exclusion from gross income for federal income tax purposes of interest payable on obligations of state and political subdivisions which is addressed to the Authority and the Trustee, among others.

“Opinion of Counsel” means a written opinion of counsel (which may be counsel for the Authority) selected by the Authority. If and to the extent required by the provisions of Section 1.02 of this Indenture, each Opinion of Counsel shall include the statements provided for in Section 1.02 of this Indenture.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09 hereof) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Indenture except (a) Bonds

theretofore canceled by the Trustee or surrendered to the Trustee for cancellation; (b) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with Section 10.02 of this Indenture; and (c) Bonds for the transfer or exchange of which, or in lieu of or in substitution for which, other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture.

“Principal Corporate Trust Office” means the corporate trust office of the Trustee, which at the date of execution of this Indenture is that specified in Section 11.07 of this Indenture, provided, however for transfer, registration, exchange, payment and surrender of Bonds such term means care of the corporate trust office of Wells Fargo Bank, National Association in Los Angeles, California or such other office designated by the Trustee from time to time.

“Purchase and Sale Agreement” means each Purchase and Sale Agreement between the Authority and a Local Agency relating to Proposition 1A Receivables.

“Rating Agency” means Fitch, Moody’s or S&P’s to the extent they then are providing or maintaining a rating on the Bonds at the request of the Authority, or in the event that Fitch, Moody’s or S&P no longer maintains a rating on the Bonds, any other nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Authority.

“Rating Confirmation” means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Outstanding Bonds.

“Rebate Fund” means the fund by that name established pursuant to Section 5.03 of this Indenture.

“Rebate Requirement” has the meaning assigned to such term in the Tax Certificate.

“Record Date” means, with respect to any Interest Payment Date for the Bonds, the [first][fifteenth] day of the calendar month [of][preceding] such Interest Payment Date, whether or not such day is a Business Day.

“Repository” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission or any successor agency thereto to receive reports and notices pursuant to the Securities and Exchange Commission Rule 15c2-12, as supplemented and amended from time to time.

“Responsible Officer” of the Trustee means and includes the chairman of the board of directors, the president, every vice president, every assistant vice president, every trust officer, and every officer and assistant officer of the Trustee other than those specifically above mentioned, to whom any corporate trust matter is referred because of his or her knowledge of, and familiarity with, a particular subject.

“Revenues” means all payments received by the Authority or the Trustee with respect to the Proposition 1A Receivables of the Local Agencies, and all income derived from the investment of any money in any fund or account established pursuant to this Indenture.

“S&P” means Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and their assigns and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, S&P shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody’s or Fitch) designated by the Authority with notice to the Trustee.

“Special Record Date” means the date established by the Trustee pursuant to Section 2.02(F) of this Indenture as a record date for the payment of defaulted interest on Bonds.

“State” means the State of California.

“Supplemental Indenture” means any indenture amending or supplementing this Indenture duly authorized and entered into between the Authority and the Trustee in accordance with the provisions of this Indenture.

“Tax Certificate” means the Tax Certificate of the State dated the Issuance Date of the Bonds, as the same may be amended or supplemented in accordance with its terms.

“Trustee” means Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States, or its successor as Trustee hereunder as provided in Section 8.01 or 8.02 of this Indenture.

“Proposition 1A Receivable” has the meaning given to such term in Section 6585(g) of the California Government Code, namely, the right to payment of moneys due or to become due to the respective Local Agency pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

“Written Certificate,” “Written Consent,” “Written Order,” “Written Request,” “Written Requisition,” or “Written Statement” mean, respectively, a written certificate, consent, order, request, requisition or statement of Authority signed by or on behalf of the Authority by an Authorized Representative. If and to the extent required by Section 1.02, each such instrument shall include the statements provided for in Section 1.02.

SECTION 1.02. Contents of Certificates and Opinions. Every certificate (other than the certificate provided for in Section 11.05 hereof) or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person or persons making or giving such certificate or opinion have read such condition or covenant and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such condition or covenant

has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by a member or officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion made or given by counsel may be based, insofar as it relates to factual matters (with respect to which information is in the possession of the Authority) upon the certificate or opinion of or representations by a member or officer of the Authority, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his or her opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous.

Any written representation of the Authority or determination of the Trustee given in accordance with Section 6.08 of this Indenture (regarding the amendment of a Purchase and Sale Agreement) or Article IX (regarding amendment of this Indenture) may, at the option of such party, be based solely on the written representation of a financial consultant or advisor selected by such party and not objected to by the other such party.

SECTION 1.03. Interpretation.

(A) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(B) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(C) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II

THE BONDS

SECTION 2.01. Authorization of Bonds. A single series of Bonds to be issued hereunder in order to obtain moneys to carry out the purposes of the Act and finance the purchase price of the Proposition 1A Receivables by the Authority from the Local Agencies are hereby created:

The Bonds are designated generally as the “California Statewide Communities Development Authority Revenue Bonds (State of California Proposition 1A Receivables Program) Series 2009”. The aggregate principal amount of Bonds shall be \$_____, exclusive of Bonds executed and authenticated as provided in Section 2.04, Section 2.05, Section 2.07 or Section 2.08 hereof.

This Indenture constitutes a continuing agreement with the Trustee and the Holders of all of the Bonds Outstanding, to secure the full and final payment of the principal amount of, premium, if any, and interest on all Bonds, subject to the covenants, agreements, provisions and conditions herein contained.

SECTION 2.02. Terms of Bonds; Payment of Bonds.

(A) The Bonds shall be issued as fully registered Bonds in Authorized Denominations. The Bonds shall be dated the Issuance Date. The Bonds shall bear interest as provided below, at the rates set forth herein, which interest shall be payable and commonly secured without preference or priority of one Bond over another. The Bonds shall be secured on a parity with each other, payable from Revenues and other funds pledged therefor under this Indenture as provided herein. The Bonds shall be numbered and bear such other designation as the Trustee or Authority shall deem desirable.

(B) The Bonds shall be in substantially the form set forth in Exhibit A hereto, shall bear interest at ____ percent (____%) (computed upon the basis of a 360-day year, consisting of twelve 30-day months), payable on each Interest Payment Date, commencing [July 1], 2010, and shall mature on [July 1], 2013.

(C) When issued, the Bonds shall be in fully registered form, registered in the name of Cede & Co., as nominee of the Depository, and immobilized in the custody of the Depository. One fully registered Bond for the aggregate principal amount of Bonds of each maturity will be registered to Cede & Co. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.09 hereof. So long as Cede & Co. is the registered owner of the Bonds, as nominee of the Depository, references herein to the Bondholders, Holders or registered owners shall mean Cede & Co. as aforesaid and shall not mean the “beneficial owners” of the Bonds. Beneficial owners of the Bonds will not receive physical delivery of the Bonds. Individual purchases of Bonds may be made in book-entry form only in Authorized Denominations. Payments of principal amount of, premium, if any, and interest on the Bonds will be made to the Depository or its nominee as registered owner of the Bonds on the applicable payment date.

(D) The Bonds shall bear interest from the Issuance Date, and shall continue to bear interest until their maturity date; provided, that if, as shown by the records of the Trustee, interest on such Bonds shall be in default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the last date to which interest has been paid in full or duly provided for on the Bonds, or, if no interest has been paid or duly provided for on such Bonds, from the Issuance Date. Bonds issued in exchange for other Bonds pursuant to this Indenture shall bear interest from the Interest Payment Date last preceding the date of registration thereof (unless such Bonds are registered prior to the first Interest Payment Date, in

which event such Bonds shall bear interest from the Issuance Date, or unless registered after a Record Date and on or before the applicable Interest Payment Date, in which event they shall bear interest from such Interest Payment Date), payable on each Interest Payment Date.

(E) Payment of the interest on the Bonds shall be made to the person appearing on the bond registration books of the Bond Registrar as the Holder thereof on the Record Date, such interest to be paid by the Trustee to such Holder by check mailed on the Interest Payment Date, to such Holder's address as it appears on the registration books or at such other address as has been furnished to the Bond Registrar in writing by such Holder not later than the Record Date except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holders in whose name any such Bonds are registered at the close of business on the tenth day next preceding the date of payment of such defaulted interest (the "Special Record Date"). A Holder of \$1,000,000 or more in principal amount of Bonds may, upon written direction to the Trustee delivered no later than the Record Date, be paid interest by wire transfer. Any such written request shall remain in effect until rescinded in writing by such Holder. If any Interest Payment Date is not a Business Day, such interest shall be paid on the next succeeding Business Day.

(F) Payment of principal and any premium on the Bonds shall be made upon presentation and surrender thereof at the Principal Corporate Trust Office, to the person appearing on the bond registration books of the Bond Registrar as the Holder thereof.

(G) The principal amount of, premium if any, and interest on the Bonds shall be payable in any coin or currency which is lawful money of the United States of America for the payment of public and private debts.

SECTION 2.03. Execution of Bonds. The Bonds shall be signed in the name and on behalf of the Authority with the manual or facsimile signature of its Chairman or Vice-Chairman and attested by the manual or facsimile signature of its Secretary or an Authorized Officer of the Authority. The Bonds shall then be delivered to the Trustee for registration and authentication by it. In case the officer who shall have signed any of the Bonds shall cease to be such officer or officers before the Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the Authority, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Authority as though those who signed and attested the same had continued to be such officers of the Authority. Also, any Bond may be signed and attested on behalf of the Authority by such persons as on the actual date of the execution of such Bond shall be the proper officers although on the nominal date of such Bond any such person shall not have been such officer.

Only such of the Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A hereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.04. Transfer of Bonds. The registration of any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.06 of this Indenture, by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. The Trustee shall require the payment by the Holder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

SECTION 2.05. Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same series, tenor and maturity as the Bond to be exchanged and in any Authorized Denominations. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchange of a Bond shall be required to be made during the period established by the Trustee for selection of Bonds for redemption and after such Bond has been selected for redemption.

SECTION 2.06. Bond Registrar. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration of transfer of the Bonds, which shall at all reasonable times during normal business hours upon reasonable notice be open to inspection by the Authority; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register the transfer or cause to be registered the transfer, on said books, of Bonds as hereinbefore provided.

SECTION 2.07. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denomination as may be determined by the Authority, shall be in registered form and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Authority and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the Authority issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds in Authorized Denominations, of the same series, tenor and maturity. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

SECTION 2.08. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Holder of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the Authority. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee

and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Authority, at the expense of the Holder, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any Bond mutilated, lost, destroyed or stolen shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Trustee may pay the same without surrender upon receipt of indemnity satisfactory to the Trustee. The Authority may require payment from the Holder of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the Authority and the Trustee. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Authority whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Indenture with all other Bond secured by this Indenture.

SECTION 2.09. Use of Depository. Notwithstanding any provision of this Indenture to the contrary:

(A) The Bonds shall initially be registered as provided in Section 2.02(D) hereof. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(1) To any successor of the Depository or its nominee; provided that any successor of the Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) To any substitute depository designated by the Authority and not objected to by the Trustee, upon (1) the resignation of the Depository or its successor (or any substitute depository or its successor) from its functions as depository or (2) a determination by the Authority to discontinue the book-entry system for the Bonds of the Depository or its successor (or any substitute depository or its successor); provided that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) To any person as provided below, upon: (1) the resignation of the Depository or its successor (or substitute depository or its successor) from its functions as depository if no substitute depository is appointed as provided in clause (2) above; or (2) a determination by the Authority to remove the Depository or its successor (or any substitute depository or its successor) from its functions as depository and to discontinue the book-entry system for the Bonds.

(B) In the case of any transfer pursuant to clause (1) or clause (2) of subsection (A) hereof, upon receipt of the Outstanding Bonds by the Trustee, together with a Written Request of the Authority to the Trustee, a single new Bond shall be executed and delivered in the aggregate principal amount of such Bond then Outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request of the Authority. In the case of any transfer pursuant to clause (iii) of subsection (A) hereof, upon receipt of the Outstanding Bonds by the Trustee, new

Bonds shall be executed and delivered in such Authorized Denominations, numbered in consecutive order and registered in the names of such persons as are requested in such a Written Request of the Authority, subject to the limitations of Section 2.02 hereof; provided, however, that the Trustee shall not be required to deliver such new Bonds within a period less than ten (10) days from the date of receipt of the new Bonds, duly executed by the Authority.

(C) In the case of the redemption, or the refunding or otherwise making provision for the payment (in accordance with Section 10.03 hereof), of less than the full principal amount of a Bond, the Depository shall make an appropriate notation on such Bond indicating the date and amounts of such reduction in the principal amount of such Bond as a result of such partial redemption, refunding or defeasance.

(D) The Authority and the Trustee shall be entitled to treat the person in whose name any Bond is registered as the Bondholder thereof for all purposes of this Indenture and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the Authority nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including the Depository or its successor (or substitute depository or its successor), except for the Holder of any Bond.

(E) So long as the Outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the Authority and the Trustee shall cooperate with Cede & Co., as sole registered Bondholder, and its registered assigns in effecting payment of the principal amount of, premium, if any, and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS; ESTABLISHMENT OF COSTS OF ISSUANCE FUND

SECTION 3.01. Authentication and Delivery of Bonds. At any time after the execution of this Indenture, the Authority may execute and the Trustee shall authenticate and, upon the Written Order of the Authority, deliver Bonds in the aggregate principal amount set forth in Section 2.01 of this Indenture, in each case exclusive of Bonds executed and authenticated as provided in Section 2.04, Section 2.05, Section 2.07 or Section 2.08 hereof.

SECTION 3.02. Application of Proceeds of Bonds.

(A) The proceeds received by the Authority from the sale of the Bonds, being the amount of \$_____ (consisting of the aggregate principal amount of the Bonds of \$_____, [plus original issue premium of \$_____], less an underwriter's discount attributable to the Bonds in the amount of \$_____) shall be applied as set forth below or deposited with the Trustee, which shall forthwith set aside or transfer such proceeds as follows:

(1) The Trustee shall deposit in the Costs of Issuance Fund the sum of \$_____; and

(2) The Trustee shall deposit the remainder of the proceeds of the Bonds into the Local Agency Fund, in the aggregate amount of \$_____.

SECTION 3.03. Establishment and Application of Costs of Issuance Fund.

The Trustee shall establish, maintain and hold in trust a separate fund designated as the “Costs of Issuance Fund.” Moneys deposited in said fund shall be used to pay Costs of Issuance upon Written Requisition of the Authority filed with the Trustee, which shall be in substantially the form attached hereto as Exhibit B. In no event shall moneys from any other fund or account established hereunder be used to pay Costs of Issuance. At the end of six months from the Issuance Date of the Bonds, or upon earlier receipt of a Written Statement of the Authority stating that amounts in such fund are no longer required for the payment of Costs of Issuance, such fund shall be terminated and any amounts then remaining therein shall be transferred to the Bond Fund.

SECTION 3.04. Validity of Bonds. The validity of the authorization and issuance of the Bonds is not dependent on and shall not be affected in any way by any proceedings taken by the Authority, the Local Agencies, or the Trustee with respect to or in connection with the Purchase and Sale Agreements. The recital contained in the Bonds that the same are issued pursuant to the Act and the Constitution and laws of the State shall be conclusive evidence of their validity and of compliance with the provisions of law in their issuance.

ARTICLE IV

REDEMPTION

SECTION 4.01. Bonds Not Subject to Redemption. The Bonds are not subject to redemption prior to the Maturity Date.

ARTICLE V

**PLEDGE AND ASSIGNMENT;
ESTABLISHMENT OF BOND FUND AND REBATE FUND**

SECTION 5.01. Pledge and Assignment. (A) Subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth herein and, subject to the rights of the Holders of the Bonds, there are hereby pledged to secure the payment of the principal amount of and interest on the Bonds in accordance with their terms and the provisions of this Indenture, all of the Revenues and any other amounts (including proceeds of the sale of Bonds) held in the Bond Fund. Said pledge shall constitute a first and exclusive lien on and security interest in such assets and shall attach, be perfected and be valid and binding from and after delivery of the Bonds, without any physical delivery thereof or further act.

(B) The Authority hereby transfers in trust, grants as a security interest in and assigns to the Trustee, for the benefit of the Holders from time to time of the Bonds, all of the

Revenues and other amounts pledged in paragraph (A) of this Section and all of the right, title and interest of the Authority in the Purchase and Sale Agreements with the Local Agencies who are listed in Exhibit C (except for the right to receive any indemnification and the right to receive any notices and reports). The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee also shall be entitled to and shall (subject to the provisions of this Indenture) take all steps, actions and proceedings following any Event of Default reasonably necessary in its judgment to enforce, either jointly with the Authority or separately, all of the rights of the Authority assigned to the Trustee.

(C) All Revenues shall be held in trust for the benefit of the Holders from time to time of the Bonds but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes hereinafter in this Article V set forth.

(D) If the Trustee has not received any payment of the Proposition 1A Receivables required to be made by the State under the Act to pay the principal amount of, and interest on, the Bonds on or prior to the Maturity Date, the Trustee shall promptly notify the Authority of such insufficiency by telephone, telecopy or telegram and confirm such notification by written notice. Failure by the Trustee to give notice pursuant to this paragraph, or the insufficiency of any such notice, shall not affect the payment obligations under this Indenture, including without limitation the timing thereof.

(E) The Bonds shall not constitute a debt or liability, or a pledge of the faith and credit, of the State, of any Local Agency, or of any political subdivision thereof, other than the Authority, which shall be obligated to pay the Bonds solely from the Revenues and funds herein provided therefor. The issuance of the Bonds shall not directly or indirectly or contingently obligate the State, any Local Agency, or any political subdivision thereof to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment.

SECTION 5.02. Bond Fund. The Trustee shall establish and maintain a separate fund designated as the Bond Fund. Upon receipt of any Revenues, the Trustee shall deposit all Revenues into the Bond Fund. The Trustee shall notify the Authority of such deposits of Revenues. Except as required in Section 5.03(C), the Trustee shall disburse and apply amounts in the Bond Fund only as hereinafter in this Section 5.02 authorized:

(1) On each Interest Payment Date, the Trustee shall apply moneys in the Bond Fund to pay interest on the Bonds due on such Interest Payment Date.

(2) On the Maturity Date, the Trustee shall apply moneys in the Bond Fund to pay the principal amount of the Bonds on the Maturity Date.

SECTION 5.03. Rebate Fund. (A) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund. Within the Rebate Fund, the Trustee shall maintain the accounts required by the Tax Certificate if so directed in writing by the Authority. Subject to the transfer provisions provided in paragraph (E) below, all money at any time deposited in the Rebate Fund shall be

held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the United States of America. Neither the Authority nor the Holder of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Authority and shall have no liability or responsibility to enforce compliance by the Authority with the terms of the Tax Certificate.

(B) On or before May 3, 2010, the Authority shall calculate the Rebate Requirement (as that term is defined in the Tax Certificate) as of May 3, 2010, and shall provide a Written Request of the Authority to the Trustee directing the Trustee to transfer from available investment earnings on amounts held in the Local Agency Fund if and to the extent required, so that the balance of the Rebate Fund after such deposit shall equal the Rebate Requirement. Computations of the Rebate Requirement shall be furnished by or on behalf of the Authority in accordance with the Tax Certificate.

(C) Upon receipt of and pursuant to a Written Request of the Authority, an amount shall be deposited to the Rebate Fund by the Trustee from available investment earnings on amounts held in the Bond Fund if and to the extent required, so that the balance of the Rebate Fund after such deposit shall equal the Rebate Requirement. Computations of the Rebate Requirement shall be furnished by or on behalf of the Authority in accordance with the Tax Certificate.

(D) The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from moneys held in the Rebate Fund or from other moneys provided to it by the Authority.

(E) The Trustee shall invest all amounts held in the Rebate Fund in Eligible Securities pursuant to the Written Request of the Authority. Moneys shall not be transferred from the Rebate Fund except as provided in paragraph (F) below.

(F) Upon receipt of a Written Request of the Authority, the Trustee shall remit part or all of the balances in the Rebate Fund to the United States of America, as so directed. In addition, if the Authority so directs, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as directed in a Written Request of the Authority. After (i) payment in full of all of the Bonds and payment and satisfaction of any Rebate Requirement, or provision made therefor, and (ii) payment of all fees and expenses of the Trustee, any funds remaining in the Rebate Fund shall be transferred to the State of California upon Written Request of the Authority.

(G) Notwithstanding any other provision of this Indenture, including in particular Article X hereof, the obligation to remit the Rebate Requirement to the United States and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

(H) Without limiting the generality of the foregoing, the Authority agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The Authority specifically covenants to pay, or cause to be paid, the Rebate Requirement to the United States of America at the times and in the amounts determined above, as described in the Tax Certificate. The Trustee agrees to comply with all written instructions of the Authority which such party states in writing are given in accordance with the Tax Certificate.

(I) Notwithstanding any provision of this Section, if the Authority shall provide to the Trustee an Opinion of Bond Counsel to the effect that any action required under this Section or the Tax Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bonds pursuant to Section 103 of the Code, the Authority and the Trustee may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 5.04. Local Agency Fund. (A) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Local Agency Fund. Subject to the transfer provisions provided in Sections 5.04(B) and 5.04(D) hereof, all money at any time deposited in the Local Agency Fund shall be irrevocably held in trust by the Trustee for the exclusive benefit of the Local Agencies. Neither the Authority nor the Holder of any Bonds shall have any rights in or claim to such money.

(B) The Trustee shall invest all amounts held in the Local Agency Fund in Eligible Securities pursuant to the Written Request of the Authority. The Trustee shall ensure that Eligible Securities purchased with monies from the Local Agency Fund mature in such amounts and on such dates as will allow the Trustee to make the transfers to the Local Agencies on the dates and in the amounts required pursuant to Section 5.04(C). The Trustee shall transfer investment earnings in the Local Agency Fund to the Rebate Fund in such amounts and in the manner required pursuant to Section 5.03(B). All interest earnings on amounts in the Local Agency Fund remaining after transfer pursuant to Section 5.03(B) shall be transferred to the Bond Fund.

(C) Amounts on deposit in the Local Agency Fund shall be paid to the respective Local Agencies on the following dates and in the following amounts in satisfaction of the Authority's obligations under the Purchase and Sale Agreements. On January 15, 2010, the Trustee shall pay from the moneys held in the Local Agency Fund each of the amounts set forth in Exhibit C to the corresponding Local Agency, representing one-half of the final purchase price of such Local Agency's Proposition 1A Receivable. On May 3, 2010, the Trustee shall pay from the moneys held in the Local Agency Fund each of the amounts set forth in Exhibit C to the corresponding Local Agency, representing the balance of the final purchase price of such Local Agency's Proposition 1A Receivable. Such payments shall be made (i) by wire transfer to each Local Agency that provides valid wire instructions to the Trustee for such purpose, or (ii) by check mailed to the Principal Place of Business of each Local Agency as defined in the Purchase and Sale Agreement executed by such Local Agency.

(D) After (i) completion of all transfers required by Sections 5.04(B) and 5.04(C), (ii) payment and satisfaction of all of the Authority's obligations pursuant to the Purchase and Sale Agreements, (iii) payment in full of all of the Bonds or provision made therefor, and (iv) payment of all fees and expenses of the Trustee, any funds remaining in the Local Agency Fund shall be withdrawn and remitted to the State of California.

SECTION 5.05. Investment of Moneys in Funds. Except as otherwise provided in Section 10.03 hereof, all moneys in any of the funds and accounts established pursuant to this Indenture shall be invested by the Trustee solely in such Eligible Securities as are specified in a Written Request of the Authority; provided, however, that, if the Authority does not file such a Written Request with the Trustee, the Trustee shall invest such moneys, to the extent practicable, in investments described in clause (D) of the definition of the term "Eligible Securities" in Section 1.01 of this Indenture.

Except as otherwise provided in Sections 5.03 and 5.04 of this Indenture, all interest, profits and other income received from the investment of moneys shall be deposited in the Bond Fund.

Subject to Section 10.03 hereof, investments in any and all funds and accounts established pursuant to this Indenture (other than the Rebate Fund and the Local Agency Fund) may be commingled for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in a particular fund amounts received or held by the Trustee hereunder; provided, however, that the Trustee shall at all times account for such investments strictly in accordance with the particular funds to which they are credited and otherwise as provided in this Indenture. The Trustee or an affiliate of the Trustee may act as principal or agent in the making or disposing of any investment and shall be entitled to its customary fee therefor. The Trustee may sell or present for redemption, any securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such securities are credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive from the Trustee brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

SECTION 5.06. Amounts Remaining in Funds and Accounts. Any amounts remaining in the Bond Fund or any other fund or account established hereunder after payment in full of the Bonds (or after provision for payment thereof as provided herein), the fees, charges and expenses of the Trustee and the Authority and the Rebate Requirement (as defined in the Tax Certificate) shall be transferred to the State of California upon Written Request of the Authority.

SECTION 5.07. Bonds a Limited Obligation of Authority. The Bonds shall not be deemed to constitute a debt or liability of the State, of any Local Agency or of any political subdivision thereof, other than the Authority, but shall be payable solely from the funds provided therefor. The Authority shall not be obligated to pay the principal of the Bonds, or the interest thereon, except from the funds provided under this Indenture and the Purchase and Sale Agreements and neither the faith and credit nor the taxing power of the State, of any Local Agency or of any political subdivision thereof, including the Authority, is pledged to the payment of the principal of or interest on the Bonds. The issuance of the Bonds shall not directly or indirectly or contingently obligate the State, any Local Agency, or any political subdivision thereof to levy or to pledge any form of taxation or to make any appropriation for their payment. The Authority has no taxing power.

ARTICLE VI

COVENANTS

SECTION 6.01. Punctual Payment. The Authority shall punctually pay, but only out of the Revenues and the other funds pledged hereunder, the principal amount of and interest to become due in respect of every Bond issued hereunder at the times and places and in the manner provided herein and in the Bonds, according to the true intent and meaning thereof. All such payments shall be made by the Trustee as provided in Section 2.02. When and as paid in full all Bonds, if any, shall be delivered to the Trustee and shall forthwith be cancelled by the Trustee, who shall deliver a certificate evidencing such cancellation to the Authority. The Trustee shall destroy such cancelled Bonds in accordance with its customary procedures.

SECTION 6.02. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any of the claims for interest on the Bonds by the purchase or funding of such Bonds or claims for interest or by any other arrangement except with the written consent of the Bondholders and, if the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended without the written consent of the Bondholders, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal amount of all of the Bonds then Outstanding and of all claims for interest on the Bonds which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the Authority to issue bonds or Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

SECTION 6.03. Encumbrance Upon Revenues. The Authority shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Revenues and other assets pledged or assigned under this Indenture while any of the Bonds are Outstanding, except the pledge and assignment created by this Indenture. Subject to this limitation, the Authority expressly reserves the right to enter into one or more other indentures for any of its corporate purposes, including other programs under the JPA Law, and reserves the right to issue other obligations for such purposes.

SECTION 6.04. Power to enter into Purchase and Sale Agreements, Issue Bonds and Make Pledge and Assignment; Acknowledgement of State Obligations. The Authority is duly authorized pursuant to the JPA Law enter into the Purchase and Sale Agreements, to issue the Bonds and to enter into this Indenture and to pledge and assign the Revenues and other assets purported to be pledged and assigned, respectively, under this Indenture in the manner and to the extent provided in this Indenture. The Purchase and Sale Agreements, the Bonds and the provisions of this Indenture are and will be the legal, valid and binding limited obligations of the Authority enforceable in accordance with their terms, and the Authority and Trustee shall at all times, to the extent permitted by law and subject to the provisions of the Purchase and Sale Agreements and this Indenture, defend, preserve and protect said pledge and assignment of the Purchase and Sale Agreements, the Revenues and other assets and all the rights of the Bondholders under this Indenture against all claims and demands of all persons whomsoever.

The Authority acknowledges that the following provisions of law are applicable to the Bonds, the Purchase and Sale Agreements and the Proposition 1A Receivables: Section 100.06(e)(1) of the Revenue and Taxation Code of the State obligates the State to pay the following amounts with respect to the Proposition 1A Receivables sold to the Authority pursuant to the Purchase and Sale Agreements: (i) the principal amount of the Bonds on the date of maturity thereof; (ii) periodic interest on the bonds on each Interest Payment Date and (iii) accrued interest on the Bonds on the maturity date. Section 100.06(e)(3) of the Revenue and Taxation Code of the State specifies that the State's payment obligations have priority over all other obligations of the State except for payments to schools pursuant to Article XVI of the State Constitution and general obligation bonds, and requires the Controller of the State to take all prudent means within his or her legal discretion to assure that sufficient sums are available to pay the amounts required by Section 100.06(e)(1) of the Revenue and Taxation Code with respect to the Bonds. Pursuant to Section 6588.6(d) of the Government Code, the State has covenanted, for the benefit of the holders of the Bonds, that it will not take any action that would materially adversely affect the interest of the holders of the Bonds or otherwise impair the security of the Bonds, so long as the Bonds remain Outstanding.

The Authority further acknowledges that each of the provisions of law described in the foregoing paragraph, individually and taken together, relating to the payment of the Proposition 1A Receivables and the Bonds, constitute the primary security provisions of the Bonds and are important inducements to purchasers from time to time of the Bonds.

The Trustee is hereby authorized and directed to use its best efforts to maintain the benefit of the foregoing provisions of law for the Holders of all Bonds without regard to any waiting period or notice requirements contained herein or otherwise, to the extent applicable, and if the Trustee does not so act, Holders of the Bonds may take action directly to maintain the benefit of such provisions of law.

SECTION 6.05. Accounting Records and Financial Statements. (A) The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with the Trustee's accounting practices for books of record and account relating to similar trust accounts and in accordance with the customary standards of the industry for such books of record and account, in which complete and accurate entries shall be made of all

transactions made by it relating to the proceeds of Bonds, the Revenues, the Purchase and Sale Agreements and all funds and accounts established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Authority, the State of California, any Local Agency, and any Bondholder, or his agent or representative duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable circumstances.

(B) The Trustee shall furnish to the Authority and the State of California at least quarterly a complete financial statement (which may be in the form of its regular statements) covering receipts, disbursements, allocation and application of Revenues and the proceeds of the Bonds made by the Trustee.

SECTION 6.06. Tax Covenants. (A) The Authority covenants that it shall not take any action, or fail to take any action, if such action or failure to take such action would result in the interest on the Bonds not being excluded from gross income for federal income tax purposes under Section 103 of the Code. Without limiting the generality of the foregoing, the Authority covenants that it will comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive the payment in full or the defeasance of the Bonds.

(B) In the event that at any time the Authority is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Authority shall so instruct the Trustee in a Request of the Authority, and the Trustee shall take such action as may be directed in accordance with such instructions.

(C) Notwithstanding any provisions of this Section, if the Authority shall provide to the Trustee an Opinion of Bond Counsel to the effect that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and the Tax Certificate, and the covenants hereunder shall be deemed to be modified in that extent.

SECTION 6.07. Other Covenants. Subject to the provisions of this Indenture, the Trustee shall promptly collect all amounts due from the State pursuant to the Act and enforce and take all steps, actions and proceedings reasonably necessary for the enforcement of all of the rights of the Authority under the Purchase and Sale Agreements and the Act with respect to the payment of the Proposition 1A Receivables assigned to it pursuant to Section 5.01(B) hereof.

SECTION 6.08. Amendment of Purchase and Sale Agreements. The Authority shall not amend, modify or terminate any of the terms of any Purchase and Sale Agreement, or consent to any such amendment, modification or termination, without the prior written consent of the Trustee. The Trustee shall give such written consent upon receipt of a Rating Confirmation.

SECTION 6.09. Waiver of Laws. The Authority shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension of law now or at any time hereafter in force that may affect the covenants and

agreements contained in this Indenture or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the Authority to the extent permitted by law.

SECTION 6.10. Further Assurances. The Authority will make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture and for the better assuring and confirming unto the Holders of the Bonds of the rights and benefits provided in this Indenture.

SECTION 6.11. Continuing Disclosure. The Authority and the State have undertaken certain responsibility for compliance with continuing disclosure requirements pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5). The Trustee hereby covenants and agrees that, subject to the provisions of this Indenture, it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement applicable to it. Notwithstanding any other provision of this Indenture, failure of the Authority, the State or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee at the written request of the underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall (but only to the extent the Trustee has been tendered funds in an amount satisfactory to it or it has been otherwise indemnified from and against any loss, liability, cost or expense, including without limitation, fees and expense of its counsel and agents and additional fees and charges of the Trustee) or any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under the Continuing Disclosure Agreement or, as to any Bondholder or Beneficial Owner, to cause the Trustee to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owner" means any person which (1) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

SECTION 6.12. Preservation of Rights; Performance of Obligations.

(A) The Authority will not take any action and will, upon (i) direction from the Trustee and (ii) receipt by the Authority of reasonable security or indemnity against any costs, expenses and liabilities which may be incurred thereby, use its commercially reasonable efforts not to permit any action to be taken by others that would release any person from any of such person's material covenants or obligations under the Purchase and Sale Agreements or with respect to the Proposition 1A Receivables, or that would result in the amendment, hypothecation, subordination, termination or discharge of, or impair the validity or effectiveness of any Purchase and Sale Agreement or Proposition 1A Receivable.

(B) Upon (i) direction from the Trustee and (ii) receipt by the Authority of reasonable security or indemnity against any costs, expenses and liabilities which may be incurred thereby, the Authority will diligently pursue any and all actions to enforce all of its rights under the Purchase and Sale Agreements, all of the obligations of any Local Agency under the applicable Purchase and Sale Agreement, and the obligation of the State with respect to the Proposition 1A Receivables, and will cooperate with the Trustee in enforcing any rights they have with respect to the Proposition 1A Receivables or the Purchase and Sale Agreements.

(C) Notwithstanding any other provision in this Indenture, the Bonds are not subject to acceleration.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES ON DEFAULT

SECTION 7.01. Events of Default; Waiver of Default. Each of the following shall constitute an “Event of Default” hereunder:

(A) if default shall be made in the due and punctual payment of the principal amount of any Bond as the same shall become due and payable (whether at maturity, or otherwise);

(B) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or

(C) if default shall be made by the Authority in the performance or observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than as referred to in paragraphs (A) and (B) above, and such default shall have continued for a period of thirty (30) days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority by the Trustee, or to the Authority and the Trustee by the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding.

(D) if default shall be made by the Trustee in the performance of observation of the provisions of Section 5.04, and notice thereof shall have been given to the Trustee and the Authority by any Local Agency.

SECTION 7.02. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding proceed to protect or enforce its rights or the rights of the Holders of Bonds under the Act or under the Purchase and Sale Agreements or this Indenture by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or therein, or in aid of the execution of any power herein or therein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights or duties hereunder.

(A) If, at any time after the institution of any legal proceeding under this Section 7.02(A), the Event of Default giving rise to such legal proceeding and all other defaults known to the Trustee shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, on behalf of the Holders of all of the Bonds, rescind and annul

such declaration and its consequences and waive such default; but no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

(B) If one or more Events of Default pursuant to Section 7.02(D) shall happen and be continuing, any Local Agency in its discretion may proceed to protect or enforce its rights under the Act or under its Purchase and Sale Agreement or Section 5.04 of this Indenture by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein or therein, or in aid of the execution of any power herein or therein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the such Local Agency shall deem most effectual in support of any of its rights or duties hereunder.

SECTION 7.03. Application of Moneys Collected by Trustee. Any moneys collected by the Trustee pursuant to Section 7.02 hereof shall be applied in the following order, at the date or dates fixed by the Trustee and, in the case of distribution of such moneys on account of principal amount (or premium, if any), upon presentation of the Bonds, and stamping thereon the payment, if only partially paid, and upon surrender thereof, if fully paid:

First: To the payment of costs and expenses of collection and reasonable compensation to the Trustee for its own services and for the services of counsel, agents and employees by it properly engaged and employed, and all other expenses and liabilities incurred, and for advances, together with interest on such advances at a rate per annum equal to the Bonds yield plus two percent (2%), made pursuant to the provisions of this Indenture.

Second: In the case where no principal amount has become due and remains unpaid, to the payment of interest on Bonds in the order of the due dates thereof, in every instance such payment to be made to the persons entitled thereto without discrimination or preference.

Third: In case the principal amount of any of the Bonds shall have become due by declaration or otherwise and remains unpaid, to the payment of interest on Bonds in default and to the payment of the principal amount of all Bonds then due and unpaid and the premium thereon, if any; in every instance such payment to be made ratably to the persons entitled thereto without discrimination or preference over claims for interest over principal amount or of any Bond over any other Bond.

Whenever moneys are to be applied pursuant to the provision of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon providing for the payment of the principal amount of the Bonds and the interest on the Bonds in accordance with Section 10.01 or Section 10.02 hereof on such date, interest on the Bonds shall cease to accrue.

Subject to Section 5.03 of this Indenture, whenever all principal amount of, and interest on all Bonds has been paid under the provisions of this Section and all fees, expenses and charges of the Trustee (including without limitation those of its attorneys) have been paid, any balance remaining in the funds and accounts hereunder shall be paid in accordance with Section 5.06 of this Indenture.

SECTION 7.04. Effect of Delay or Omission to Pursue Remedy. No delay or omission of the Trustee, any Local Agency or of any Holder of Bonds to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every power and remedy given by this Article VII to the Trustee, the Local Agencies or to the Holders of Bonds may be exercised from time to time, and as often as shall be deemed expedient. In case the Trustee or any Local Agency shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned because of waiver or for any other reason, or shall have been determined adversely to the Trustee or such Local Agency, then and in every such case the Authority, the Local Agencies, the Trustee, and the Holders of the Bonds, severally and respectively, shall be restored to their former positions and rights hereunder in respect to the trust estate; and all remedies, rights and powers of the Authority, the Local Agencies, the Trustee and the Holders of the Bonds shall continue as though no such proceedings had been taken.

SECTION 7.05. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee, the Local Agencies or to any Holder of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

SECTION 7.06. Covenant to Pay Bonds in Event of Default. The Authority covenants that, upon the happening of any Event of Default, the Authority will pay to the Trustee, but only out of Revenues and other funds pledged hereunder, upon demand, all sums which may be due hereunder or secured hereby, including reasonable compensation to the Trustee and its agents and counsel and any expenses or liabilities incurred by the Trustee hereunder and, its agents and counsel. In case the Authority shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, shall be entitled to institute proceedings at law or in equity in any court of competent jurisdiction to recover judgment for the amount due and unpaid, together with costs and reasonable attorneys' fees, subject, however, to the condition that such judgment, if any, shall be limited to, and payable solely out of Revenues and other funds pledged hereunder, as herein provided and not otherwise. The Trustee shall be entitled to recover such judgment as aforesaid, either before or after or during the pendency of any proceedings for the enforcement of this Indenture, and the right of the Trustee to recover such judgment shall not be affected by the exercise of any other right, power or remedy for the enforcement of the provisions of this Indenture.

SECTION 7.07. Trustee Appointed Agent for Bondholders. The Trustee is hereby appointed the agent and attorney-in-fact of the Holders of all Bonds Outstanding hereunder for the purpose of filing any claims relating to the Bonds.

SECTION 7.08. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default (except an Event of Default described in Section 7.02(D)), shall have taken some action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Holders of Bonds as herein provided, it shall have full power, in the exercise of its discretion for the best interests of the Holders of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default hereunder, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

SECTION 7.09. Limitation on Bondholders' Right to Sue. Notwithstanding any other provision hereof, no Holder of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (b) the Holders of not less than a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Holders shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any remedy hereunder; it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Bonds.

The right of any Holder of any Bond to receive payment of the principal amount of, premium, if any, and interest on such Bond out of Revenues and the funds pledged herein, as herein provided, on and after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder, notwithstanding the foregoing provisions of this Section, or Section 7.08 of this Indenture or any other provision of this Indenture.

ARTICLE VIII

THE TRUSTEE

SECTION 8.01. Duties, Immunities and Liabilities of Trustee. (A) The Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default

which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture. The Trustee shall, during the existence of any Event of Default which has not been cured or waived, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(B) The Authority may remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and the Authority shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (E) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(C) The Trustee may at any time resign by giving written notice of such resignation to the Authority and by giving the Bondholders notice of such resignation by mail at the addresses shown on the Bond registration books maintained by the Trustee. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing.

(D) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bondholder (on behalf of himself and all other Bondholders) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and conferring upon such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority shall mail a notice of the

succession of such Trustee to the trusts hereunder to the Bondholders at the addresses shown on the bond registration books maintained by the Trustee. If the Authority fails to mail such notice within thirty (30) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Authority.

(E) Any Trustee appointed under the provisions of this Indenture shall be a trust or banking institution having trust powers, doing business and having a principal corporate trust office in California or, if it shall not have a principal corporate trust office in California, having the power under California law to perform all the duties of the Trustee hereunder as evidenced by an opinion of its counsel, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and subject to supervision or examination by State or federal authorities. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (E), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

SECTION 8.02. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (E) of Section 8.01 hereof, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 8.03. Rights of Trustee. (A) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority, and the Trustee does not assume any responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture, the Purchase and Sale Agreements or the Bonds, or incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or default.

(B) The Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(C) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of the Bonds then Outstanding as provided in this Indenture relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(D) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Bondholders pursuant to the provisions of this Indenture unless such Bondholders shall have offered to the

Trustee reasonable security or indemnity against the costs, expenses and liabilities which may be incurred therein or thereby.

(E) The Trustee shall not be deemed to have knowledge of any Event of Default unless and until it shall have actual knowledge thereof, or shall have received written notice thereof, at its Principal Corporate Trust Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds or as to the existence of an Event of Default hereunder.

(F) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers. The Trustee has no obligation or liability to the Bondholders for the payment of the principal amount of, premium, if any, and interest on the Bonds except from the funds available therefor under or pursuant to this Indenture.

(G) The Trustee shall not be bound to ascertain or inquire as to the validity or genuineness of any collateral given to or held by it. The Trustee shall not be responsible for the recording or filing of any document relating to this Indenture or of financing statements (or continuation statements in connection therewith) or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect the security interests in any collateral given to or held by it.

(H) The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

(I) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(J) The Trustee may perform any of its duties hereunder through attorneys, agents or receivers.

SECTION 8.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, requisition, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Authority, and such Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such

Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

SECTION 8.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and any Bondholder, and their agents and representatives duly authorized in writing, at reasonable hours, upon reasonable notice and under reasonable conditions.

SECTION 8.06. Compensation and Indemnification of Trustee. The Authority shall pay to the Trustee (solely from amounts on deposit in the Costs of Issuance Fund) from time to time reasonable compensation for all services rendered hereunder and all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees incurred in and about the performance of its powers and duties hereunder. The Authority further covenants and agrees to indemnify the Trustee (solely from the payments by the Local Agencies provided for in Section 9 of the Purchase and Sale Agreements) against any loss, expense and liability (other than those which are due to the Trustee's negligence or default) which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability. The obligations of the Authority under this Section shall survive resignation or removal of the Trustee hereunder and payment of the Bonds and discharge of this Indenture.

ARTICLE IX

MODIFICATION OF INDENTURE

SECTION 9.01. Modification Without Consent of Bondholders. Subject to the conditions and restrictions in this Indenture contained (including without limitation Section 11.17 hereof), the Authority and the Trustee, from time to time and at any time, may enter into an indenture or indentures supplemental hereto, which indenture or indentures thereafter shall form a part hereof, including, without limitation, for one or more of the following purposes, provided that the Authority and the Trustee shall have received an Opinion of Bond Counsel to the effect that such amendment or modification will not cause interest on the Bonds to be included in the gross income of the Holders thereof for federal income tax purposes and the Trustee shall have received a written representation from the Authority to the effect that such amendment or modification will not materially and adversely affect the interests of the Holders of the Bonds (which written representation may be based on representations of other parties in accordance with the provisions of Section 1.02) hereof; provided that, if an Event of Default has occurred and is continuing, the Trustee rather than the Authority shall make a determination that such amendment or modification will not materially and adversely affect the interests of the Holders of the Bonds (provided that, in making such determination, the Trustee may conclusively rely on written representations of financial consultants or advisors or the opinion or advice of counsel):

(A) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, or to assign or pledge

additional security for the Bonds, or to surrender any right or power herein reserved to or conferred upon the Authority;

(B) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing, correcting or supplementing any defective provision, contained in this Indenture, or in regard to such matters or questions arising under this Indenture as the Authority may deem necessary or desirable;

(C) to modify, amend or supplement this Indenture or any Supplemental Indenture in such manner as to permit the qualification hereof or thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and, if they so determine, to add to this Indenture or any Supplemental Indenture such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute; or

(D) in connection with an amendment of a Purchase and Sale Agreement permitted by Section 6.08 hereof for the purpose of conforming the terms, conditions and covenants of this Indenture to the corresponding or related provisions of such amended Purchase and Sale Agreement.

Any Supplemental Indenture authorized by the provisions of this Section may be executed by the Authority and the Trustee without the consent of the Holders of any of the Bonds, notwithstanding any of the provisions of Section 9.02 hereof, but the Trustee shall not be obligated to enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

The Trustee shall mail an executed copy of any Supplemental Indenture authorized by this Section to each Rating Agency promptly after execution by the Authority and the Trustee. Any failure of the Trustee to give such notice, or any defect therein, shall not in any way impair or affect the validity of any such Supplemental Indenture.

Notwithstanding any other provision hereof, the provisions of Section 5.04 hereof shall not be modified or amended without the Authority first providing a Rating Confirmation to the Trustee.

SECTION 9.02. Modification with Consent of Bondholders. With the written consent of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the Authority and the Trustee may from time to time and at any time, with an Opinion of Bond Counsel to the effect that such amendment or modification will not cause interest on the Bonds to be included in the gross income of the Holders thereof for federal income tax purposes, enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of any Supplemental Indenture; provided, however, that no such Supplemental Indenture shall (1) extend the fixed maturity of any Bonds or reduce the rate of interest thereon, or change the method of computing the rate of interest thereon or extend the time of payment of interest, or reduce the principal amount thereof or (2) reduce the aforesaid percentage of Holders of Bonds whose consent is required for the execution of such Supplemental Indentures or extend

the time of payment or permit the creation of any lien on the Revenues or the funds pledged herein prior to or on a parity with the lien of this Indenture or deprive the Holders of the Bonds of the lien created by this Indenture upon the Revenues or the funds pledged herein, without the consent of the Holders of all the Bonds then Outstanding. Upon receipt by the Trustee of a Written Certificate of the Authority authorizing the execution of any such Supplemental Indenture, and upon the filing with the Trustee of evidence of the consent of the Bondholders, to the extent required by this Indenture, the Trustee shall join with the Authority in the execution of such Supplemental Indenture unless such Supplemental Indenture affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such Supplemental Indenture.

It shall not be necessary for the consent of the Bondholders under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Authority and the Trustee of any Supplemental Indenture pursuant to the provisions of this Section, the Trustee shall mail a notice, setting forth in general terms the substance of such Supplemental Indenture, to each Rating Agency, and the Bondholders at the addresses shown on the Bond registration books maintained by the Trustee. Any failure of the Trustee to give such notice, or any defect therein, shall not in any way impair or affect the validity of any such Supplemental Indenture.

SECTION 9.03. Effect of Supplemental Indenture. Upon the execution of any Supplemental Indenture pursuant to the provisions of this Article IX this Indenture shall be and shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority, the Trustee and all Holders of Outstanding Bonds shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be part of the terms and conditions of this Indenture for any and all purposes.

SECTION 9.04. Opinion of Counsel as to Supplemental Indenture. Subject to the provisions of Section 8.04 of this Indenture and the requirement in Sections 9.01 and 9.02 hereof for an Opinion of Bond Counsel, the Trustee may receive an Opinion of Counsel as conclusive evidence that any Supplemental Indenture executed pursuant to the provisions of this Article IX complies with the requirements of this Article IX.

SECTION 9.05. Notation of Modification on Bonds; Preparation of New Bonds. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to the provisions of this Article IX may bear a notation, in form approved by the Authority, as to any matter provided for in such Supplemental Indenture, and if such Supplemental Indenture shall so provide, new Bonds, so modified as to conform, in the opinion of the Authority, to any modification of this Indenture contained in any such Supplemental Indenture, may be prepared by the Authority, authenticated by the Trustee and delivered without cost to the Holders of the Bonds then Outstanding, upon surrender for cancellation and exchange of such Bonds, in accordance with Section 2.05 hereof.

ARTICLE X

DEFEASANCE

SECTION 10.01. Discharge of Indenture. The Bonds may be paid by the Authority in any of the following ways, provided that the Authority also pays or causes to be paid any other sums payable hereunder by the Authority:

(A) by paying or causing to be paid the principal amount of, premium, if any, and interest on the Bonds Outstanding, as and when the same become due and payable;

(B) by depositing with the Trustee, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay Bonds Outstanding; or

(C) by delivering to the Trustee, for cancellation by it, the Bonds Outstanding;

If the Authority shall pay all Bonds then Outstanding as provided above and shall also pay or cause to be paid all other sums payable hereunder by the Authority, then and in that case, at the election of the Authority (evidenced by a Written Certificate of the Authority, filed with the Trustee, signifying the intention of the Authority to discharge all such indebtedness and this Indenture), and notwithstanding that any Bonds shall not have been surrendered for payment, this Indenture and the pledge of Revenues and the other funds made under this Indenture and all covenants, agreements and other obligations of the Authority under this Indenture shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 10.02 hereof. In such event, upon request of the Authority, the Trustee shall cause an accounting for such period or periods as may be requested by the Authority to be prepared and filed with the Authority and shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over, transfer, assign or deliver to the Authority all moneys or securities or other property held by it pursuant to this Indenture which are not required for the payment of Bonds not theretofore surrendered for such payment and which are not required for the payment of fees and expenses of the Trustee.

SECTION 10.02. Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 10.03 hereof) to pay any Outstanding Bond, then all liability of the Authority in respect of such Bond shall cease, terminate and be completely discharged, except only that thereafter the Holder thereof shall be entitled to payment of the principal amount of and interest on such Bond by the Authority, and the Authority shall remain liable for such payment but only out of the money or securities deposited with the Trustee as aforesaid for its payment, provided further, however, that the provisions of Section 10.04 hereof shall apply in all events.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

SECTION 10.03. Deposit of Money or Securities with Trustee. Whenever in this Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or securities in the amount necessary to pay any Bonds, such amount (which may include money or securities held by the Trustee in the funds established pursuant to this Indenture) shall be equal (taking into account income which will accrue from the investment thereof on the date of deposit of such funds but without taking into account any income from the subsequent reinvestment thereof) to the principal amount of such Bonds and all unpaid interest accruing on any Bonds to maturity, and shall be:

(A) lawful money of the United States of America; or

(B) noncallable notes, bills and bonds issued by the Department of the Treasury (including without limitation (1) obligations issued or held in book-entry form on the books of the United States Department of the Treasury and (2) the interest component of Resolution Funding Corporation strips for which separation of principal and interest is made by request to the Federal Reserve Bank of New York in book entry form), United States Treasury Obligations State and Local Government Series and Zero Coupon United States Treasury Bonds; or

(C) noncallable general obligation bonds or notes issued by the State of California the priority for payment of which is senior to the obligation of the State of California to pay the Proposition 1A Receivables pursuant to the Act;

provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of this Indenture or by Written Request of the Authority) to apply such money to the payment of such principal amount of, premium, if any, and interest on such Bonds and provided, further, that the Authority, the Trustee and shall have received (1) an Opinion of Bond Counsel to the effect that such deposit shall not cause interest on the Bonds to be included in the gross income of the Holder thereof for federal income tax purposes and that the Bonds to be discharged are no longer Outstanding; and (2) a verification report of a firm of certified public accountants or other financial services firm acceptable to the Authority verifying that the money or securities so deposited or held together with earnings thereon will be sufficient to pay the principal amount of, premium, if any, and interest on the Bonds to be discharged to and including their maturity date.

SECTION 10.04. Payment of Bonds after Discharge of Indenture. Notwithstanding any provision of this Indenture, and subject to applicable escheat laws, any moneys held by the Trustee in trust for the payment of the principal amount of, premium, if any, or interest on any Bonds and remaining unclaimed for two years after the principal amount of all the Outstanding Bonds has become due and payable (whether at maturity or by declaration as provided in this Indenture), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall be repaid to the Authority free from the trusts created by this Indenture, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee may (at the cost of the Authority) first mail to the Holders of Bonds which have not yet been paid, at the addresses shown on the registration books maintained by the Trustee, a notice, in such form as

may be deemed appropriate by the Trustee, with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Liability of Authority Limited to Revenues.

Notwithstanding anything in this Indenture or in the Bonds contained, the Authority shall not be required to advance any moneys derived from any source other than the Revenues and other assets pledged under this Indenture for any of the purposes in this Indenture mentioned, whether for the payment of the principal amount of or interest on the Bonds or for any other purpose of this Indenture. Nevertheless, the Authority may, but shall not be required to, advance for any of the purposes hereof any funds of the Authority which may be made available to it for such purposes.

SECTION 11.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture either the Authority or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

SECTION 11.03. Limitation of Rights to Parties, Local Agencies and Bondholders. Nothing in this Indenture or in the Bonds expressed or implied is intended or shall be construed to give to any person other than the Authority, the Trustee, each Local Agency (but only with respect to enforcement of Section 5.04), and the Holders of the Bonds any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Trustee, each Local Agency (but only with respect to enforcement of Section 5.04 hereof), and the Holders of the Bonds. Each Local Agency is hereby expressly made a third-party beneficiary of this Indenture solely for purposes of enforcing the rights of such Local Agency under Section 5.04 hereof.

SECTION 11.04. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 11.05. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Bonds, the Trustee shall, in lieu of such cancellation and delivery, destroy such Bonds and deliver a certificate of such destruction to the Authority.

SECTION 11.06. Severability of Invalid Provisions. If any one or more of the provisions contained in this Indenture or in the Bonds, or the application thereof to any person or

circumstances, shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions, or the application thereof to such person or circumstances, as appropriate, shall be deemed severable from the remaining provisions contained in this Indenture and such invalidity, illegality, unenforceability or inability to apply to particular persons or circumstances shall not affect any other provision of this Indenture or the applicability of all of the provisions of this Indenture to other persons and circumstances, and this Indenture shall be construed as if such invalid or illegal or unenforceable provision, or the application thereof to such person or circumstances, as appropriate, had never been contained herein. The Authority hereby declares that it would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Indenture, or the application thereof to any person or circumstances, may be held illegal, invalid or unenforceable.

SECTION 11.07. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given (a) if hand delivered or delivered by courier, when delivered to the appropriate notice address, or (b) if mailed by first class mail, postage prepaid, six Business Days after deposit in the United States mail addressed to the appropriate notice address. The parties listed below may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice required or permitted hereunder shall be directed to the following notice address:

As to the Authority:	California Statewide Communities Development Authority 1100 K Street, Suite 101 Sacramento, California 95814 Attention; Treasurer Fax: (916) 441-5507
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As to Trustee:	Wells Fargo Bank, National Association 707 Wilshire Blvd, 17th Floor MAC E2818-176 Los Angeles, California 90017
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As to the Rating Agencies:

Moody's Investors Service, Inc.
Public Finance Department
99 Church Street
New York, New York 10007

Standard & Poor's Ratings Services, a division of
The McGraw-Hill Companies, Inc.
55 Water Street, 38th Floor
New York, New York 10041
Attention: Municipal Structured Surveillance

Fitch Inc. dba FitchRatings
Public Finance Department
1 State Street Plaza
New York, New York 10004

SECTION 11.08. Evidence of Rights of Bondholders. Any request, consent or other instrument required or permitted by this Indenture to be signed and executed by Bondholders may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bondholders in person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this Section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Bond registration books held by the Trustee.

Any request, consent, or other instrument or writing of the Holder of any Bond shall bind every future Holder of the same Bond and the Holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in accordance therewith or reliance thereon.

SECTION 11.09. Disqualified Bonds. In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Authority or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the

pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Authority. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 11.10. Money Held for Particular Bonds. The money held by the Trustee for the payment of the principal amount due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto, subject, however, to the provisions of Section 10.04 hereof.

SECTION 11.11. Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds shall at all times be maintained in accordance with customary standards of the industry, to the extent practicable, and with due regard for the requirements of Sections 5.03 and 6.06 hereof (and the Tax Certificate) and for the protection of the security of the Bonds and the rights of every Holder thereof.

SECTION 11.12. Action Not on Business Day. Except as otherwise specifically provided in this Indenture, if any date specified for the payment of any principal amount of any Bond or the interest on any Bond or the performance of any act falls on a day which is not a Business Day, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date. In the case of the payment of the Principal of any Bond or the interest on any Bond which shall be due on a day which is not a Business Day, and such payment is made on the next succeeding Business Day, no additional interest shall accrue as a result of such delayed payment.

SECTION 11.13. Waiver of Personal Liability. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal amount of, or premium, if any, or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Indenture.

SECTION 11.14. Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.15. Governing Law; Venue. This Indenture shall be construed in accordance with and governed by the Constitution and the laws of the State applicable to contracts made and performed in the State. This Indenture shall be enforceable in the State, and any action arising out of this Indenture shall be filed and maintained in Sacramento County Superior Court, Sacramento County, California unless the Authority waives this requirement.

SECTION 11.16. Complete Agreement. This Indenture represents the complete agreement between the parties with respect to the Bonds and related matters.

IN WITNESS WHEREOF, the **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY** has caused this Indenture to be signed in its name by a member, and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Member

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF BOND

THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE, OF ANY LOCAL AGENCY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR. THE AUTHORITY SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF THIS BOND, OR THE INTEREST HEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, OF ANY LOCAL AGENCY, OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE AUTHORITY, ANY LOCAL AGENCY OR ANY POLITICAL SUBDIVISION OF THE STATE TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

REGISTERED

No. _____ \$ _____

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BOND
(STATE OF CALIFORNIA PROPOSITION 1A RECEIVABLES PROGRAM) SERIES 2009

DATED MATURITY DATE INTEREST RATE CUSIP NUMBER
_____, 2009 _____ _____% _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of Revenues and other amounts pledged therefor as hereinafter provided) to the registered owner (the "Holder") identified above, or registered assigns, on the maturity date specified above, the principal amount of this Bond specified above, in lawful money of the United States of America and to pay interest thereon from its dated date (provided that, if interest on this Bond is in default, it shall bear interest from the last date to which interest has been paid in full or duly provided for or, if no interest has been paid or duly provided for, from its dated date), until payment of such principal sum shall be discharged as provided in the Indenture hereinafter

mentioned. Interest shall be computed at the interest rate per annum set forth above, payable on _____ and _____, commencing _____ 1, 2010, based on a 360-day year and twelve 30-day months. All capitalized terms used and not otherwise defined herein shall have the meanings for such terms as set forth in the Indenture (defined below).

Payment of principal and premium, if any, shall be made upon presentation and surrender hereof at the principal corporate trust office of Wells Fargo Bank, National Association (the "Trustee"), to the person appearing on the registration books of the Bond Registrar as the Holder hereof. Payment of the interest hereon shall be made to the person appearing on the bond registration books of the Bond Registrar as the Holder thereof on the Record Date, such interest to be paid by the Trustee to such Holder by check mailed on the Interest Payment Date, to such Holder's address as it appears on the registration books or at such other address as has been furnished to the Bond Registrar in writing by such Holder not later than the Record Date except that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Holders in whose name any such Bonds are registered at the close of business on the tenth day next preceding the date of payment of such defaulted interest (the "Special Record Date"). A Holder of \$1,000,000 or more in principal amount of Bonds may, upon written direction to the Trustee delivered no later than the Record Date, be paid interest by wire transfer. Any such written request shall remain in effect until rescinded in writing by such Holder. If any Interest Payment Date is not a Business Day, such interest shall be paid on the next succeeding Business Day.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "California Statewide Communities Development Authority Revenue Bonds (Proposition 1A Securitization Program) Series 2009" (the "Bonds"), in the aggregate principal amount of _____ dollars (\$_____), issued pursuant to the provisions of the Joint Exercise of Powers Act (consisting of Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law"), and pursuant to an Indenture, dated as of November 1, 2009, between the Authority and the Trustee (as it may be supplemented, modified or amended by a Supplemental Indenture, herein called the "Indenture"). The proceeds of the Bonds are being used to purchase all right, title and interest of certain California local agencies within the meaning of Section 6585(f) of the California Government Code (each a "Local Agency"), in and to their respective "Proposition 1A Receivables" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivables"), namely, the right to payment of moneys due or to become due to such Local Agency pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

Reference is hereby made to the Indenture (a copy of which is on file at said office of the Trustee) and to the JPA Law for a description of the rights thereunder of the Holders of the Bonds, of the nature and extent of the security, of the rights, duties and immunities of the Trustee and of the rights and obligations of the Authority thereunder and to all of the provisions of which Indenture the Holder of this Bond, by acceptance hereof, assents and agrees.

The Bonds and the interest thereon are payable from Revenues (as that term is defined in the Indenture) and any other amounts held in any fund or account established pursuant to the Indenture (other than the Rebate Fund) and are secured by a pledge and assignment of said

Revenues and said amounts, subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

The Bonds are not subject to redemption prior to the Maturity Date.

The Bonds are issuable as registered Bonds in denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof (an "Authorized Denomination"). Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, Bonds may be exchanged, at the principal corporate trust office of the Trustee, for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations.

This Bond is transferable by the Holder hereof, in person or by his or her attorney duly authorized in writing, at the principal office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Authority and the Trustee may treat the registered owner hereof as the Bondholder hereof for all purposes, and the Authority and the Trustee shall not be affected by any notice to the contrary.

In accordance with the provisions of the Indenture, the Authority and the Trustee may amend the Indenture for certain purposes without the consent of the registered owners of the Bonds; provided that no such amendment shall (1) extend the fixed maturity of any Bonds or reduce the rate of interest thereon or change the method of computing the rate of interest thereon or extend the time of payment of interest, or reduce the principal amount thereof or (2) extend the time of payment or permit the creation of any lien on the Revenues or the funds pledged in the Indenture prior to or on a parity with the lien of the Indenture or deprive the Holders of the Bonds of the lien created by the Indenture upon the Revenues or the funds pledged therein, without the consent of the Holders of all the Bonds then Outstanding.

No member or officer of the Authority shall be individually or personally liable for the payment of this Bond or the interest hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the California Statewide Communities Development Authority has caused this Bond to be executed in its name and on its behalf by the facsimile signature of its Chair, and attested by the manual or facsimile signature of its Secretary, all as of the date recited above.

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Chair

Attest:

By: _____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF
AUTHENTICATION AND REGISTRATION]

This is one of the Bonds described in the within-mentioned Indenture which has been authenticated and registered this _____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Trustee

By: _____
Authorized Officer

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Authority or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto _____
(print or type name, address and taxpayer identification no. of assignee)

the within-mentioned Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, to register the transfer of said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ Signature _____

Signature Guaranteed By: _____

NOTE: The signature(s) to the assignment must be guaranteed by an eligible guarantor institution.

EXHIBIT B

**REQUISITION OF THE AUTHORITY
(COSTS OF ISSUANCE FUND)**

(SECTION 3.03 of the Indenture)

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(STATE OF CALIFORNIA PROPOSITION 1A RECEIVABLES PROGRAM),
SERIES 2009**

(Issue Date: _____, 2009)

Request No.: COI-_____ (to be sequentially numbered)

The undersigned authorized representative of the California Statewide Communities Development Authority (the "Authority"), hereby requests Wells Fargo Bank, National Association, as trustee (the "Trustee") under that certain Indenture, dated as of November 1, 2009, between the Authority and the Trustee (the "Indenture"), to pay to the Persons listed on Schedule I attached hereto, the amounts shown for the purposes indicated from the Costs Issuance Fund held under the Indenture.

The Authority hereby certifies that obligations in the amounts stated in this Requisition have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the Costs of Issuance Fund and has not been previously paid therefrom.

Dated: _____

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Authorized Representative

**SCHEDULE I
(COSTS OF ISSUANCE FUND REQUISITION)**

<u>Payee</u>	<u>Purpose</u>	<u>Amount Payable from Costs of Issuance Account</u>
--------------	----------------	--

EXHIBIT C

AMOUNTS TO BE TRANSFERRED TO LOCAL AGENCIES

(SECTION 5.04 of the Indenture)

**PROCEEDS OF THE SERIES 2009 BONDS
TO BE TRANSFERRED TO LOCAL AGENCIES:**

#	Local Agency Name	Final Purchase Price	Transfer Amount January 15, 2010	Transfer Amount May 3, 2010
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An extra section break has been inserted above this paragraph. Do not delete this section break if you plan to add text after the Table of Contents/Authorities. Deleting this break will cause Table of Contents/Authorities headers and footers to appear on any pages following the Table of Contents/Authorities.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
REVENUE BONDS
(STATE OF CALIFORNIA PROPOSITION 1A RECEIVABLES PROGRAM)
SERIES 2009

CERTIFICATE OF THE SELLER RE:
COMPONENTS OF PROPOSITION 1A RECEIVABLES

The undersigned, an Authorized Officer of the «FullNameAgency» (the “Seller”) hereby certifies as follows with respect to that certain Purchase and Sale Agreement, dated as of November 1, 2009 (the “Agreement”), by and between the Seller and the California Statewide Communities Development Authority (the “Purchaser”) as follows (all capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement):

1. The components (the “Components”) of the Proposition 1A Receivable listed in Schedule I, attached hereto and incorporated herein by reference, belong to the Seller;
2. The Components are listed as they appear on the certification of the County Auditor pursuant to Section 100.06 of the Revenue and Taxation Code;
3. By entering into the Agreement, the Seller is selling the Proposition 1A Receivable, including all Components thereof listed in Schedule I;
4. The Seller acknowledges that the Purchase Price of the Proposition 1A Receivable will be equal to aggregate the Initial Amounts of each Component as each such Component is separately certified by the County Auditor; and
5. The funds or other entities listed as components in Schedule I (other than the Seller itself) are not independent legal entities with the power to enter into contracts.

Dated: Pricing Date

Cambria Community Services District

By: _____
Authorized Officer

ACKNOWLEDGEMENT OF SELLER'S COUNSEL

The undersigned, counsel to the Seller hereby acknowledges and confirms that the statements in paragraphs 1 and 5 of this certificate are legally correct.

By: _____
Seller's Counsel

SCHEDULE I

COMPONENTS OF PROPOSITION 1A RECEIVABLE

Names of Components
Cambria Community Services District

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.D.**

FROM: Tammy Rudock, General Manager
Mark Miller, Fire Chief

Meeting Date: October 22, 2009 Subject: Adopt Resolution 42-2009 Approving California Department of Forestry and Fire Protection Volunteer Fire Assistance Program (Grant) Agreement #7FG90099

RECOMMENDATIONS:

Adopt Resolution 42-2009 approving the California Department of Forestry and Fire Protection Agreement Volunteer Assistance Program (Grant) Agreement #7FG90099.

FISCAL IMPACT:

This is a 50/50 grant award in the amount of \$9,535. The CCSD Fire Department will combine this grant award with matching funds from its operational budget to make an originally scheduled purchase of personal protective equipment (PPE). Funds will be used to purchase PPE for reserve firefighter personnel. Initially, only one-half of the PPE will be purchased by the CCSD, so that in the event that grant funding is upheld, the CCSD will not continue with second half of equipment purchase in order to stay within originally approved CCSD budget constraints.

DISCUSSION:

The CCSD Fire Department routinely utilizes grant funding opportunities to defray impacts to the budget for purchasing needed tools and equipment. This funding opportunity was made available through the State of California Department of Forestry and Fire Protection, 2009 Volunteer Fire Assistance (VFA) grant. Staff applied for this grant opportunity earlier this year to assist with necessary purchase of PPE for reserve firefighter personnel. The award is in the amount of \$9,535 and will defray a necessary equipment purchase by 50 percent.

Attachment: Resolution 42-2009
Grant Award Notification Letter
VFA Grant Agreement

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: SANDERS CHALDECOTT CLIFT DE MICCO MAC KINNON



A RESOLUTION BEFORE THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT,
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

RESOLUTION 42-2009

APPROVING THE CALIFORNIA DEPARTMENT OF FORESTRY AND
FIRE PROTECTION AGREEMENT #7FG90099 FOR SERVICES
FROM THE DATE OF LAST SIGNATORY ON PAGE 6 OF THE AGREEMENT
TO AUGUST 31, 2010, UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM
OF THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978

BE IT RESOLVED by the Board of Directors of the Cambria Community Services District (CCSD) that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2009/2010 up to and no more than the amount of \$9,535.

BE IT FURTHER RESOLVED that the CCSD Board authorizes its General Manager, Tammy A. Rudock, to sign and execute said Agreement and any amendments on behalf of the Cambria Community Services District Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Cambria Community Services District, at a regular meeting thereof, held on the 22ND day of October 2009 by the following vote:

AYES:

NAYS:

ABSENT:

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

CERTIFICATION OF RESOLUTION

ATTEST:

I, Kathy A. Choate, District Clerk, for the Cambria Community Services District, County of San Luis Obispo, California, do hereby certify that this is a true and correct copy of the original Resolution 42-2009.

WITNESS MY HAND OR THE SEAL of the Cambria Community Services District, on this 22ND day of October 2009.

Kathy A. Choate, District Clerk
Cambria Community Services District

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov
(916) 653-7772



July 29, 2009

Fire Captain Michael Gallagher
Cambria Fire Department
2850 Burton Drive
Cambria, California 93428

Dear Fire Captain Gallagher,

Congratulation! Your department's 2008 Volunteer Fire Assistance (VFA) application has been selected for funding in the amount of \$9,535. Please be aware that due to the number of applications we received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG90099 package to be completed and returned to me no later than December 1, 2009 or the award will be forfeited. The package includes Instructions/Checklist, your departments VFA Agreement, your approved VFA award application (Exhibit A), and Resolution. It is important that you read and follow the instructions carefully.

"Do Not" purchase any items and or do any work until you receive a fully executed agreement signed by the California Department of Forestry and Fire Protection (CAL FIRE) with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to allocate the funds to another fire department.

If you have any questions, please call me at (916) 653-6179 or email Karen.Mayer@fire.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Karen Mayer".

Karen Mayer
CFAA Grant Manager
Cooperative Fire Program

Enclosures

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
The Resources Agency

Agreement for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2009 or LOCAL AGENCY will forfeit the funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6**

7. **GRANT AND BUDGET CONTINGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2009-2010 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$9,535 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2010.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than August 31, 2010 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6**

11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: _____

Attention: _____

Telephone Number(s): _____

FAX Number: _____

E-mail _____

STATE:

**Department of Forestry and Fire Protection
Cooperative Fire Programs, Room 1653-2A
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-6179
FAX (916) 653-9708**

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the Agreement share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for Agreement funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this Agreement, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE Sacramento Property Office of the disposal of such items.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6**

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE Sacramento Property Office. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE Sacramento Property office will advise the appropriate STATE Unit and LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this Agreement.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 5 OF 6**

- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and LOCAL AGENCY may be ineligible for funding of any future State Agreement if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through August 31, 2010.
23. **TERMINATION:** This Agreement may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 6 OF 6**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Printed Name

Deputy Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this Agreement.

**Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this Agreement.

***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$9,535	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE) Vendor #			
TOTAL AMOUNT ENCUMBERED TO DATE \$9,535	ITEM 3540-001-0001	CHAPTER TBD	STATUTE 2010	FISCAL YEAR 09/10
OBJECT OF EXPENDITURE (CODE AND TITLE) 09-9214-418.99-92656				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER X		DATE		

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

#1 my

EXHIBIT A
 CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
 APPLICATION FOR FUNDING
 COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
 VOLUNTEER FIRE ASSISTANCE PROGRAM - Agreement #7FG 90099

Type or print neatly in ink. Complete in duplicate: Submit original to CAL FIRE Unit and keep one copy for your file.

A. DEPARTMENT/ORGANIZATION

Name: Cambria Fire Department

Street Address: 2850 Burton Drive

Mailing Address: 2850 Burton Drive

City, State, Zip: Cambria, California 93428

Telephone: (805) 927-6240

B. AREA TO BE SERVED BY AWARD (Includes areas covered by contract or written mutual aid agreements).

Number of Communities: 1 Area: 4.5 sq. miles Congressional District #: 2314

Population: 6,597 Annual Budget: \$ 1.5M Latitude 35° 33' 15" N

Longitude 121° 5' 15" W

C. ACTIVITY: Average annual number of emergency incidents.

Fire: 34 EMS: 670 Other: 50 = Total: 754

D. PURPOSE OF GRANT (Check all that apply. HazMat, EMS, and Rescue equipment are not authorized).

Safety Equipment _____ Fire equipment Radio Equipment _____ Training _____

E. PROPOSED PROJECT (List individual items for funding):

Item (Group by project type)	Quantity	Unit Cost	Total
1. <u>Structural Turnout Coat</u>	<u>10</u>	<u>999.59</u>	<u>9,995.90</u>
2. <u>Structural Turnout Pant</u>	<u>10</u>	<u>907.18</u>	<u>9,071.80</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
PROJECT TOTAL COST			\$ <u>19,067.70</u>

F. TOTAL APPLICATION REQUEST (UP TO 50%; \$500 minimum; Possible \$20,000 maximum). \$ 9,533

AMOUNT FUNDED FOR THIS AGREEMENT \$ 9,534.90

\$9,535.00 km

RECEIVED

MAR 02 2009

COUNTY FIRE

G. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide):

Population: _____ Number of Structures: _____
Size (acres): _____ Distance to nearest fire station (miles): _____

H. ADDITIONAL INFORMATION (Briefly describe the area to be served: fire protection system; water system; equipment; facilities; equipment; staffing; hazards; etc.; Briefly explain purpose of project):

Cambria Fire Department serves the unincorporated community of Cambria, California, an isolated community bordered on three sides by rural agricultural land. We have auto aid agreements with three neighboring departments and mutual aid with seventeen others. Cambria F.D. is a one-station department, staffed 24/7 with career, reserve and volunteer personnel.

Cambria F.D.'s primary source of funding is property tax revenue. An 8.5-year building moratorium, coupled with recent budget cuts—including the elimination of the Assistant Chief / Fire Marshall position—has severely impacted our operating budget and ability to properly outfit our personnel or replace worn out and unsafe PPE.

This grant would help fund Cambria F.D.'s Firefighter Health and Safety Program, established in 2006 to address & correct the most critical deficits to our personnel's safety. We would replace ten sets of structural turnouts that are worn out or damaged to the point that they may compromise our firefighters' safety.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding, up to the contract maximum amount; to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require additional processing and approvals before expenditures can be approved.

The funds will be only for those projects accomplished and/or items purchased between July 1, 2009 and July 31, 2010. The Recipient agrees to provide the CAL FIRE itemized documentation of the Agreement project expenditures and bill the CAL FIRE as soon as the project is complete, but no later than September 1, 2010. The Recipient gives the CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless the CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true VFA Application Contingency Clause

[Signature]
Authorized Representative Signature

Fire Captain
Title

Michael S. Gallagher
Printed Name

27 February 2009
Date

DEPARTMENT OF FORESTRY AND FIRE PROTECTIONP. O. Box 944246
SACRAMENTO, CA 94244-2460Website: www.fire.ca.gov
(916) 653- 5371

F31

**Grant Assurances for
Cooperative Forestry Assistance Act of 1978, Volunteer Fire Assistance**

Name of Applicant: Cambria Fire DepartmentAddress: 2850 Burton DrCity: Cambria State: Ca Zip Code: 93428Telephone Number: (805) 927-6240Fax Number: (805) 927-6242E-Mail Address: mgallagher@cambriacsd.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes:
 - Safety helmet
 - Goggles
 - Ear protection
 - Nomex hood, double-layered shroud, or equivalent face and neck protection
 - Nomex shirt, with sleeve liners and Nomex pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications equipment

CONSERVATION IS WISE USE—KEEP CALIFORNIA GREEN AND GOLDEN
PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
6. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
7. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

In compliance.

Not in compliance but are applying for grant funding to purchase personal protective equipment.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: *Michael S. Gallagher*

Printed Name of Authorized Agent: Michael S. Gallagher

Title: Fire Captain Date: 27 February 2009

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.B.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 22, 2009

Subject: Consider Adoption of Resolution 51-2009 Approving Amendment to Settlement, Mutual Release and Covenant Agreement with Joshua Brown and Cathie Brown

RECOMMENDATIONS:

Adopt Resolution 51-2009 approving Amendment to Settlement, Mutual Release and Covenant Agreement with Joshua Brown and Cathie Brown.

FISCAL IMPACT:

\$1,100 fee for Water Allocation Requiring Board Approval – Revenue to Resource Conservation.

\$2,491.50 legal fees reimbursement to the CCSD – Revenue to Resource Conservation.

BACKGROUND:

On July 28, 1997, the CCSD and Joshua and Cathie Brown (“Brown”) entered into an Agreement entitled “Compromise Settlement, Mutual Release and Covenant and Agreement Respecting Use of Property,” pursuant to which the parties resolved a dispute between the CCSD and Brown relating to the provision of water service to two legal parcels owned by the Browns—“Parcel 1,” APN 013-081-050, and “Parcel 2,” APN 013-081-051, both of which are further identified in the Agreement.

DISCUSSION:

Brown sold Parcel 2 to James and Johanna Townsend (“Townsend”), and Brown and Townsend have received conditional approval from the California Coastal Commission to subdivide Parcel 1 and the Parcel 2 into three lots, creating a new lot of approximately 45.22 acres (“New Parcel”).

In order to provide water service to the New Parcel Brown desires to relocate the water meter serving a 1,200 square foot guest house located on Parcel 1 (“Parcel 1 Meter”) to the New Parcel, and convert the guest house into a non-habitable structure, as further set forth within the attached Amendment.

The CCSD is agreeable to Brown's proposal to relocate the Parcel 1 Meter to the New Parcel, subject to the terms and conditions contained within the Amendment, including compliance with all regulations of CCSD, and upon payment of the aforementioned fees.

Attachment: Resolution 51-2009
Amendment to Settlement, Mutual Release and Covenant Agreement

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__



RESOLUTION 51-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING THE AMENDMENT TO SETTLEMENT, MUTUAL RELEASE AND
COVENANT AGREEMENT WITH JOSHUA BROWN AND CATHIE BROWN

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

1. Approves Amendment to Settlement, Mutual Release and Covenant Agreement with Joshua Brown and Cathie Brown; and
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED this 22nd day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

FOR RECORDER'S USE ONLY

AMENDMENT TO SETTLEMENT, MUTUAL RELEASE
AND COVENANT AND AGREEMENT AFFECTING USE OF PROPERTY

This AMENDMENT TO SETTLEMENT, MUTUAL RELEASE AND COVENANT AND AGREEMENT AFFECTING USE OF PROPERTY (hereinafter referred to as the "Amendment") is made on October 22, 2009, by and between the CAMBRIA COMMUNITY SERVICES DISTRICT ("CCSD"), a community services district formed under the laws of the State of California, and JOSHUA BROWN and CATHIE BROWN (hereinafter collectively referred to as "OWNER") with reference to the following agreed upon facts:

RECITALS:

- A. On July 28, 1997, CCSD and OWNER entered into an Agreement entitled "Compromise Settlement, Mutual Release and Covenant and Agreement Respecting Use of Property" (hereinafter referred to as the "Agreement"), pursuant to which the parties resolved a dispute between CCSD and OWNER relating to the provision of water service to two legal parcels owned by OWNER, (referred to and identified herein as "Parcel 1," APN 013-081-050, and "Parcel 2," APN 013-081-051, both of which are further identified in the Agreement, and are sometimes collectively referred to as the "Parcels").
- B. OWNER has sold Parcel 2 to James and Johanna Townsend ("Townsend"), and OWNER and Townsend have received conditional approval from the California Coastal Commission to subdivide Parcel 1 and the Parcel 2 into three lots, creating a new lot of approximately 45.22 acres (hereinafter referred to as the "New Parcel").
- C. In order to provide water service to the New Parcel OWNER desires to relocate the water meter serving a 1200 square foot guest house located on Parcel 1 (hereinafter referred to as the "Parcel 1 Meter") to the New Parcel, and convert the guest house into a non-habitable structure, as further set forth herein.
- D. CCSD is agreeable to OWNER'S proposal to relocate the Parcel 1 Meter to the New Parcel, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions specified herein, the parties agree as follows:

1. The Agreement is hereby amended to provide that OWNER shall be permitted to relocate the Parcel 1 Meter to the New Parcel, subject to complying with all of the terms and conditions of this Amendment.
2. The relocation of the Parcel 1 Meter to the New Parcel shall comply with all regulations of CCSD, provided however, that this shall not be deemed a "transfer" within the meaning of the CCSD Code.
3. All existing water service lines located on the Parcels and all water service lines that are installed to provide water service to the New Parcel shall be stubbed out to the street, to the satisfaction of the CCSD.
4. Prior to relocation of the Parcel 1 Meter to the New Parcel, the guest house located on Parcel 1 shall be converted and rendered into a non-habitable unit without water supply hook-ups in accordance with the requirements of the conditions of approval of the California Coastal Commission Coastal Development Permit Application A-3-SLO-03-117, by
 - A. Disconnecting the water to the unit (in association with relocation of the water meter), and capping the water supply lines outside of the building;
 - B. Disconnecting the gas to the unit by cutting and capping the pipes at the exterior of the building, and rendering heating and appliances inoperable; and
 - C. Removing and capping all of the toilets.

Such renovations shall be subject to inspection and confirmation of the conversion of the guest house and removal of the water meter and connection by CCSD. OWNER further agrees that upon recordation of this Amendment it shall constitute a covenant and agreement restricting the guest house structure to non-habitable uses.

5. In addition to the terms and conditions of this Amendment, OWNER shall comply with all conditions of approval of the California Coastal Commission Coastal Development Permit Application A-3-SLO-03-117. This includes, but is not limited to Special Condition 4 relating to "no net increase in water use" on the New Parcel.
6. Prior to relocation of the Parcel 1 Meter to the New Parcel, OWNER shall reimburse CCSD for any and all costs associated with the preparation and processing of this Amendment.
7. The Parcels shall not be further subdivided.

8. This Amendment shall run with the land, inures to the benefit of and shall be binding upon OWNER, any future owners of the Parcels, their successors, heirs or assigns. OWNER agrees to notify all prospective purchasers, trust deed beneficiaries, mortgagees, other persons with a legal and/or equitable interest, and/or transferee(s) of the Parcels of the restrictions contained herein and to include such restrictions as deed restrictions running with the land in any future deed conveying or encumbering the Parcels. This Amendment shall be entitled to the remedy of injunctive relief in addition to any other remedy in law or equity.

9. This Amendment to the Agreement shall not be effective until it is recorded.

10. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, OWNER and CCSD have executed this Amendment as of the day and year first above written.

OWNER:

 JOSHUA BROWN

 CATHIE BROWN

APPROVED AS TO FORM:

 OWNER'S Legal Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
 TAMMY A. RUDOCK, General Manager

ATTEST:

 KATHY A. CHOATE, District Clerk

APPROVED AS TO FORM:

By: _____
 TIM CARMEL, District Counsel

NOTARY PUBLIC AFFIDAVIT

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **9.A.**

FROM: Tammy Rudock, General Manager

Meeting Date: October 22, 2009

Subject: Consider Adoption of Resolution 53-2009 Approving Agreement Between the CCSD and Granville Homes, Inc., for Conversion of Two EDUs to Single Family Residential Allocated to 5860 Moonstone Beach Drive (Moonstone Inn) Property

RECOMMENDATIONS:

Adopt Resolution 53-2009 approving conversion of two EDUs to Single Family Residential allocated to 5860 Moonstone Beach Drive (Moonstone Inn) property.

FISCAL IMPACT:

\$1,100 fee for Water Allocation Requiring Board Approval – Revenue to Resource Conservation.

\$33,000 “in lieu” fees – Revenue to CCSD Voluntary Lot Retirement Program.

DISCUSSION:

Granville Homes, Inc. (“Granville Homes”) approached the CCSD as a prospective purchaser of property in Cambria located at 5860 Moonstone Beach Drive (Moonstone Inn). During its “due diligence period,” Granville Homes recognized that the zoning for the property—Single Family Residential (SFR)—did not match its CCSD EDU allocation, which is commercial. The property:

- § Consists of two (2) lots;
- § Has active service, with a 4.2 commercial EDU allocation; and
- § Is the site of the Moonstone Inn, which closed its operations earlier this year.

As reported by Granville Homes in its proposal (attached) the commercial structures on the property are in a state of disrepair and the site has been classified as a non-conforming use by SLO County. Surrounding properties consist of single family homes, which use conforms within the North Coast Area Plan for SLO County.

Before Granville Homes would consider finalizing the purchase for the property, it would like to know that it has the appropriate CCSD water allocation for SFR construction.

After meeting with staff and the CCSD Executive Committee, the following terms were negotiated and incorporated into the attached Agreement between the CCSD and Granville Homes, Inc., for approval by the Board of Directors:

1. Convert two (2) of the Commercial water EDUs allocated to the property located at 5860 Moonstone Beach Drive (Moonstone Inn) to SFR (Single Family Residential), upon the payment of \$33,000 (\$16,500 each EDU) to the CCSD as commercial transfer "in lieu" fees, in accordance with CCSD Code Section 8.04.100(8)(F); and
2. The \$33,000 "in lieu" fees paid to the CCSD are restricted by CCSD Code Section 8.04.100(8)(F) for use to fund its lot retirement program; and
3. These residential EDUs shall be prohibited from future transfer off the property; and
4. The remaining 2.2 Commercial EDUs shall be retained on the property, and can be transferred off in accordance with CCSD Code Section 8.04.100(8)(F); and
5. Should Granville Homes not follow through with the purchase of the property, any subsequent purchaser must reapply to the CCSD for the same consideration; and
6. The CCSD understands Granville Homes has consulted with the permitting agencies, including the California Coastal Commission, about the proposed water allocation conversion, and the CCSD shall not be responsible for any permitting coordination and/or approval process beyond the subject action.

An additional requirement by the CCSD is that only one SFR EDU per parcel be assigned. The Moonstone Inn property at 5860 Moonstone Beach Drive was originally APN 022.052.046. It was split into APNs 022.052.052 and 022.052.053. Most of the Moonstone Inn structures reside on APN 022.052.052. Since the property consists of two lots, each one would be assigned one SFR EDU, thereby complying with the CCSD's policy. Reference the attached lot map.

The 2.2 Commercial EDUs will remain attached to 5860 North Moonstone Beach Drive, even though the existing commercial structures on the property will be demolished.

Attachments: Resolution 53-2009
Granville Homes Proposal
Agreement between the CCSD and Granville Homes, Inc.
5860 Moonstone Beach Drive Lot Map

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: __SANDERS__ CHALDECOTT__ CLIFT __ DE MICCO __MAC KINNON__



RESOLUTION 53-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING THE AGREEMENT BETWEEN
THE CCSD AND GRANVILLE HOMES, INC.

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

1. Approves the Agreement Between the CCSD and Granville Homes, Inc.; and
2. Authorizes the General Manager to execute the Agreement.

PASSED AND ADOPTED THIS 22nd day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

"Proposal - Moonstone Inn Property"

Background:

Granville Homes, Inc. and its affiliated entity Assemi Brothers, is interested in acquiring the "Moonstone Inn" property located at 5860 North Moonstone Beach Drive in the community of Cambria. Granville Homes is a Fresno based home and mixed-use builder with over thirty two years of experience.

The Moonstone Inn property was originally developed in 1928 and today exists as a closed motel, as it has existed since the beginning of this year. The buildings on the property are in a poor state of repair and the location has been classified by San Luis Obispo County as a "Non-Conforming" use.

The property has a very attractive location with wonderful views of the Pacific Ocean and Moonstone Beach, and of the community "Boardwalk" that was constructed several years ago.

The property is made up of 2 lots, both of which are currently planned and zoned for single family homes. Additionally, the surrounding area is almost fully developed with single family homes, a use that is consistent with the 'North Coast' plan for San Luis Obispo County.

The current 'Commercial Water Allocation' for the Moonstone Inn property is 4.2 EDU's. Using a .6 EDU / motel room factor, this translates to 7 motel rooms. Currently, the site is developed with 8 motel rooms, a manager's unit and an on-site laundry facility.

Proposal:

Granville Homes is integrated in constructing 2 homes on the subject property (1 home per lot). Preliminary discussions with San Luis Obispo County and the Coastal Commission have been positive. The County has provided the criteria for development of the lots which can be achieved in a very attractive way.

Request:

Granville Homes is requesting that the Cambria Community Services District grant permission to "exchange" the existing 4.2 "Commercial" EDU's for 3.0 "Residential" EDU's. Granting of the request would result in the following:

- 1) Applicant would complete purchase of the subject property and file all necessary applications with San Luis Obispo County and the California Coastal Commission for 2 new homes.
- 2) Cambria Community Services District would "retain" 1.2 EDU's (the difference between the existing commercial and the proposed residential). This "retention" would result in an immediate "reduction" of potential use of 64,627 gallons/year. This figure represents a 28.6% reduction.
- 3) An allocation of one (1) residential EDU per home (2 EDU's total) to accommodate the proposed new construction contemplated by Granville Homes.
- 4) Applicant would have the right to sell one (1) residential EDU on the "open market" according to all standards and policies required by the Cambria Community Services District.

AGREEMENT BETWEEN THE CCSD AND GRANVILLE HOMES, INC.

This Agreement is made by and between the Cambria Community Services District, a special district (hereinafter "CCSD"), created and operating under the laws of the State of California and Granville Homes, Inc., a California corporation (hereinafter "PURCHASER"), purchasing the real property described in "Exhibit A", (hereinafter "Property") located within the jurisdictional boundaries of the CCSD.

RECITALS

WHEREAS, subject to Board of Directors approval, the General Manager is empowered to enter into agreements pursuant to Chapter 8.04 of the Municipal Code for Cambria Community Services District (hereinafter "Code") to transfer existing water commitments if it is in the best interests of the CCSD; and

WHEREAS, during PURCHASER'S "due diligence period," it recognized that the zoning for the Property—Single Family Residential (SFR)—did not match its CCSD EDU allocation; and

WHEREAS, prior to PURCHASER finalizing the purchase for the Property, it has requested verification that it will have the appropriate water allocation for SFR construction; and

WHEREAS, the CCSD's Board of Directors has approved the actions contemplated herein by passing Resolution 53-2009.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed by and between the CCSD and PURCHASER as follows:

AGREEMENT

- 1) The above recitals are true and correct and hereby incorporated into this Agreement.
- 2) PURCHASER shall pay CCSD \$33,000 (\$16,500 for each EDU) as commercial transfer "in lieu" fees, in accordance with CCSD Code Section 8.04.100(8)(F).
 - a) The \$33,000 "in lieu" fees paid to the CCSD are restricted by CCSD Code Section 8.04.100(8)(F) for use to fund its lot retirement program.
- 3) Upon receipt of the above payment, CCSD shall convert two (2) of the 4.2 Commercial EDUs allocated to the Property to two (2) Residential EDUs.
- 4) It is understood that these Residential EDUs shall be prohibited from future transfer off the Property. PURCHASER hereby agrees to include any and all necessary deed restrictions memorializing the non-transferability of these two (2) Residential EDUs.

- a) Each lot shall receive one Residential EDU.
 - i) It is understood that the Property was originally identified as APN 022.052.046, but was split into APNs 022.052.052 and 022.052.053. Each APN is assigned one of the Residential EDUs, and will be deemed as in compliance with the CCSD policy.
- 5) The remaining 2.2 Commercial EDUs shall be retained on the Property, and can be transferred off in accordance with CCSD Code Section 8.04.100(8)(F) only.
- 6) Should PURCHASER not follow through with the purchase of the Property, this Agreement shall be void.
- 7) The CCSD understands that PURCHASER has consulted with the permitting agencies, including the California Coastal Commission, about the proposed water allocation conversion. Both CCSD and PURCHASER agree that the CCSD shall not be responsible for any permitting coordination and/or approval process beyond the subject action.
- 8) The 2.2 Commercial EDUs shall remain attached to the Property, even though the existing commercial structures on the Property will be demolished.
- 9) Miscellaneous Provisions:
 - a) Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
 - b) Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto. Any litigation that may arise shall take place in San Luis Obispo County.
 - c) Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
 - d) Assignment. PURCHASER shall not assign any of its rights under this Agreement, or delegate the performance of any of its duties hereunder.
 - e) Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
 - f) Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.
 - g) Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
 - h) Counterparts. This Agreement may be executed in counterparts by facsimile or other means.

CAMBRIA COMMUNITY
SERVICES DISTRICT
Post Office Box 65
Cambria, CA 93428

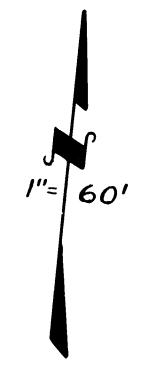
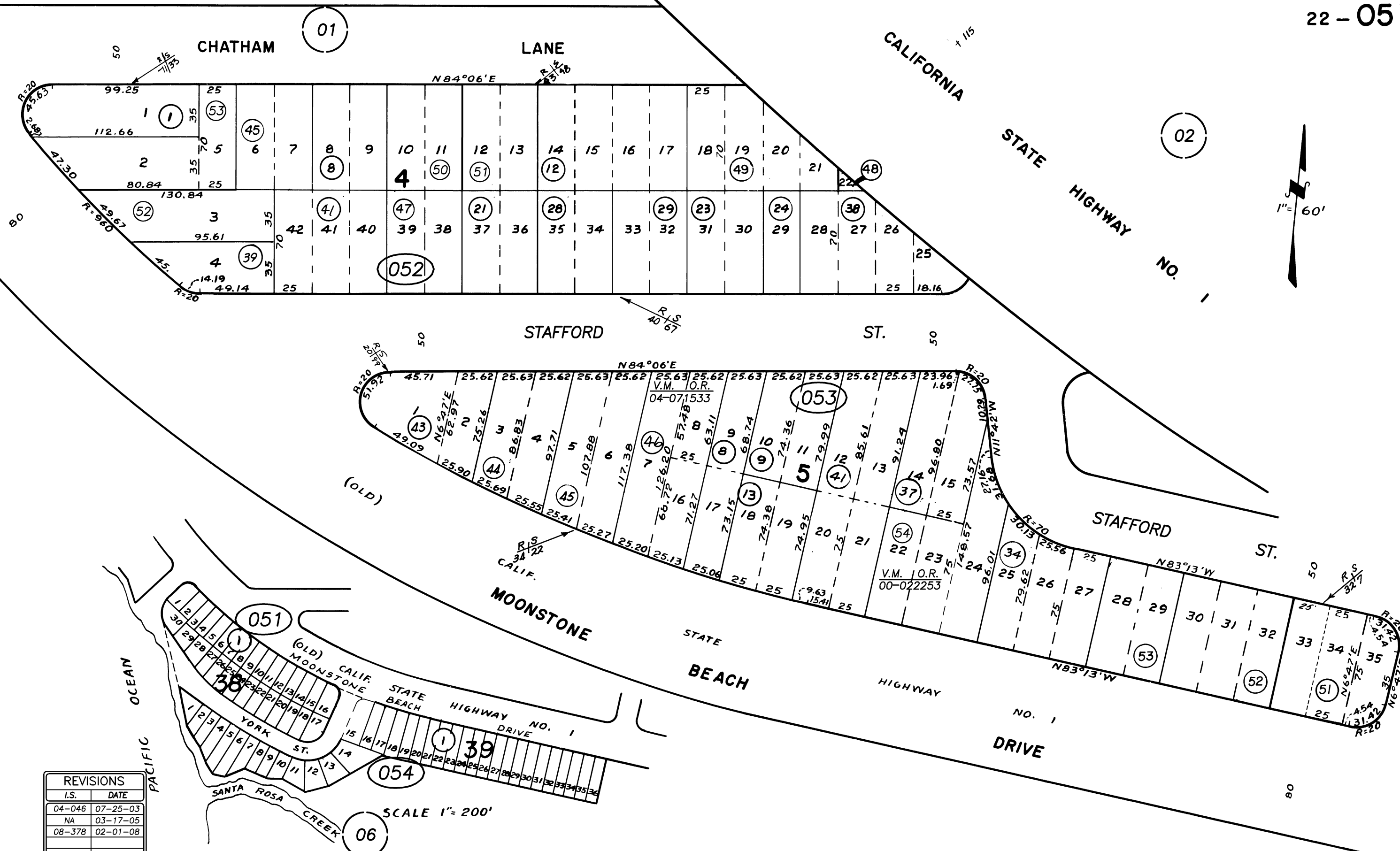
GRANVILLE HOMES, INC.
1396 West Herndon Avenue, Suite 101
Fresno, CA 93711

BY: _____
Tammy. A. Rudock
General Manager

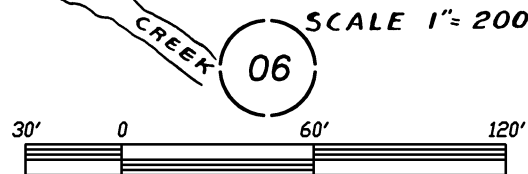
BY: _____

DATE: _____

DATE: _____



REVISIONS	
I.S.	DATE
04-046	07-25-03
NA	03-17-05
08-378	02-01-08



ER 08-16-00 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 9.C.

FROM: Tammy Rudock, General Manager

Meeting Date: October 22, 2009

Subject: Consider Adoption of Resolution 50-2009 Approving Certification of Fiscalini Ranch Preserve Master Environmental Impact Report (EIR); and Consider Adoption of Resolution 54-2009 Approving the Revised Community Park Plan

RECOMMENDATIONS:

- 1) Adopt Resolution 50-2009 Approving Certification of Fiscalini Ranch Preserve Master Environmental Impact Report (EIR); and
- 2) Adopt Resolution 54-2009 Approving the Revised Community Park Plan dated August 26, 2009; and
- 3) Authorize General Manager to sign the Notice of Determination on behalf of the CCSD and to file the attached Notice of Determination, including the Final Master EIR, Revised Community Park Plan, and Mitigation Monitoring Reporting Checklist, with the County of San Luis Obispo and State Clearinghouse.

FISCAL IMPACT: In November 2005, the San Luis Obispo County Parks Department provided \$225,000 to the CCSD for preparation of a Master Development Plan and Master Environmental Impact Report on the Fiscalini Ranch Preserve to satisfy the requirements of the County's Land use Element. In 2006, the Joint Use Agreement between the County and the CCSD was amended to allow \$41,248 of this amount to fund a portion of the Marine Terrace Trail construction. Morro Group SWCA was contracted to prepare the Master EIR for a total of \$143,500. They will incur \$12,937 in additional costs to complete the EIR. The majority of these costs relate to development of the Revised Community Park Plan. Firma Consultants was contracted to develop the Master Development Plan for \$34,380. The balance of the County's funding is \$5,872 and has been allocated to Firma Consultants for developing the Revised Community Park Plan. The revisions were not part of the original contract.

BACKGROUND: When the Fiscalini Ranch Preserve (formerly East West Ranch) Master Plan was completed in 2001, a Mitigated Negative Declaration was performed to satisfy California Environmental Quality Act (CEQA) requirements. In 2004, the County Planning Department indicated a Master Development Plan and EIR should have been completed on the Fiscalini Ranch Preserve. The basis for this requirement is their Land Use Ordinance #8-25, which indicates: "Any proposed development of the Fiscalini Ranch Preserve requires prior approval of a Master Development Plan."

In addition, when the Ranch was purchased in 2001, zoning for the West Ranch required a change from Residential to Open Space. The zoning on the East Ranch also required changes

to allow for development of the Community Park. In 2007, the County amended zoning on the Fiscalini Ranch Preserve through its North Coast Area Plan.

The County's requirements called for developing a Master EIR, which will serve as a conceptual environmental clearance document for the various recommended projects, in particular the Community Park on the East Ranch. This approach allows for further refinement of recommended projects as they proceed from a conceptual planning level to reality.

EIR PROCESS: Today's meeting is on the Final Fiscalini Ranch Preserve Master EIR and the originally proposed Community Park Plan as well as the Revised Community Park Plan. These documents have been prepared in conformance with the California Environmental Quality Act (CEQA). This EIR reviewed the East West Ranch Management Plan and Conservation Easement, which was adopted by the CCSD on April 24, 2003, and the proposed Community Park Master Plan initially developed in 2003 by RRM Design Group and refined in 2007 by Firma Consultants. A Revised Community Park Plan dated August 26, 2009 was developed by Firma Consultants following CCSD staff and Board discussions of changes in the funding environment and receipt of public comments at the Draft EIR stage. The Final EIR as well as the Revised Community Park Plan have been reviewed extensively by the Parks, Recreation, and Open Space Commission (PROS) and Friends of the Fiscalini Ranch Preserve (FFRP).

The Notice of Preparation (NOP) commenced on May 18, 2006 and closed for public comment on June 21, 2006. A hearing on the NOP was held for additional public input on June 20, 2006. The 45-day public review period for the Draft EIR began on March 3, 2008 and closed on April 17, 2008. A public hearing was held on March 18, 2008. At the close of the review period, the CCSD received 57 comments, which are incorporated into the Final Master EIR with responses.

DISCUSSION OF RECOMMENDATIONS:

A. COMMUNITY PARK.

Based on the significant public comments received by the CCSD at the Draft EIR stage, major reductions in the amount of grant funding currently available, and the need to develop a shorter term, more reasonable method for irrigating the proposed athletic fields, the CCSD re-evaluated the scope, components, and character of the proposed Community Park Plan. As a result, Firma Consultants was commissioned to develop a revised plan in conjunction with CCSD staff and the PROS Commission, which was more realistic given the current financial situation, and also addressed the identified environmental impacts, including water, and other issues.

1. Key Objectives of Revised Park Plan

- Reduce or eliminate amenities while meeting community's most pressing active recreation needs.
- Significantly reduce overall environmental impacts.
- Provide a non potable, shorter term and more reasonable method to irrigate turf.
- Create a park with a natural feel with limited or no hardscaping, in keeping with Cambria's unique rustic character.
- Significantly reduce costs required to develop the park.

- Respond to public comments regarding scope, environmental impacts and “character” of park.

2. Highlights of Revised Park Plan

When compared to the EIR’s proposed project and other alternatives, the Revised Community Park Plan is designed to significantly reduce impacts in all key areas, including noise, parking, traffic, water, horticultural chemicals and overall park use. Highlights of changes include:

- Playfield turf reduced from 8.2 acres to 5 acres.
- 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.

3. Details on Revised Park Plan

CEQA requires that certain findings be made if an agency decides to proceed with a project when an EIR has identified that the project will have significant environmental impacts. In order to assist the Board in the process of making a decision, staff has prepared two sets of findings.

a. A Statement of Facts and Findings for the West Ranch and the Revised Community Park Plan is included as Exhibit A and included with Resolution 54-2009.

b. A Statement of Facts and Findings for the West ranch and the original proposed community park plan is also attached as Exhibit B and included with Resolution 55-2009.

c. A detailed map of the Revised Park Plan and a summary of changes are also attached. The PROS Commission unanimously recommended at its September 1, 2009 meeting that the CCSD Board of Directors adopt the Fiscalini Ranch Preserve Revised Community Park Plan at the October 22, 2009 Board meeting.

B. WEST RANCH.

Two items incorporated into the EIR regarding the West Ranch also require a separate discussion and recommendation based on further review of the Management Plan, input from the public and Friends of the Fiscalini Ranch Preserve (FFRP). These include:

- 1. Onsite parking - South Windsor Drive.** An alternative to allow onsite parking on the West Fiscalini Ranch Preserve (WFRP) was originally included in the EIR to address existing and potential future parking needs. This alternative considered onsite parking at the South Windsor Drive entrance (south of existing Bluff Trail). However, after re-examination of the intent of the Management Plan as well as input from the public and Friends of the Fiscalini Ranch Preserve, CCSD staff determined

this alternative to be inconsistent with the Management Plan regarding sensitive habitats. Therefore, this alternative has been eliminated from the EIR.

- 2. **Onsite parking - Huntington Drive.** One handicapped space at Huntington Drive is also included as an onsite parking alternative in the EIR, which is authorized in the Management Plan. However, since two ADA parking spaces were constructed as part of the Marine Terrace Trail in 2006, CCSD staff recommends that the parking space at Huntington Drive not be developed.

C. MANAGEMENT PLAN REVISIONS.

The East/West Ranch (Fiscalini Ranch Preserve) Management Plan was completed in 2003. Since that time, numerous changes have occurred regarding the Ranch, including abandonment of the cell tower project and completed trail and restoration projects. Amendments to the Management Plan will be made to incorporate all decisions made by the Board of Directors at this meeting as well as other changes. The CCSD will work in consultation with the PROS Commission and FFRP to make the appropriate amendments to be forwarded to the CCSD Board for approval at a future meeting. When approved, the amendments will be included with the certified Master EIR and Master Development Plan for approval by the County Board of Supervisors.

STAFF RECOMMENDATIONS:

- 1. It is recommended that the Board, after receiving public testimony and making any revisions deemed appropriate, approve and certify the Final Master EIR and Revised Community Park Plan dated August 26, 2009 per attached Resolution 50-2009.
- 2. As noted, two Statements of Findings have been respectfully submitted for your review and potential approval. One, an attachment to Resolution 54-2009, is a Statement of Findings for the West Ranch as identified in the Final EIR and the Revised Community Park Plan dated August 26, 2009 (referenced as Exhibit A) and a Project Description (referenced as Exhibit B). The other, an attachment to Resolution 55-2009, is a Statement of Findings and Statement of Overriding Considerations for the West Ranch and the originally proposed Community Park Plan as identified in the Final EIR (referenced as Attachment C) and a Project Description (referenced as Exhibit D).
- 3. Subject to the receipt of public comments and further Board deliberations, staff recommends approval of the Statement of Findings for the West Ranch and the Revised Community Park Plan by adopting Resolution 54-2009. Should the Board decide not to approve the Revised Community Park Plan, Resolution 55-2009 for the originally proposed Community Park Plan is provided for review and potential approval.

Attachments:

- Resolution 50-2009: Certify FRP Final Master EIR
- Resolution 54-2009: Approve FRP Project with Revised community Park Plan
- Exhibit A: Statement of Findings for FRP EIR and Revised Community Park Plan
- Exhibit B: Project Description for FRP EIR and Revised Community Park Plan
- Resolution 55-2009: Approve FRP Project with Original Proposed Community Park Plan
- Exhibit C: Statement of Findings and Statement of Overriding Considerations for FRP EIR and originally proposed Community Park Plan
- Exhibit D: Project Description for FRP EIR and originally proposed Community Park Plan
- Revised Community Park Map 8.26.09
- Summary Revised Community Park Changes

BOARD ACTION: Date _____ Approved: _____ Denied: _____

UNANIMOUS: ___ SANDERS ___ CHALDECOTT ___ CLIFT ___ DEMICCO ___ MACKINNON ___



RESOLUTION 50-2009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT CERTIFYING THE FINAL MASTER ENVIRONMENTAL IMPACT REPORT (EIR) ON THE FISCALINI RANCH PRESERVE PROJECT

WHEREAS, the Cambria Community Services District (CCSD) is the Lead Agency under the California Environmental Quality Act (CEQA), and is responsible for preparing the Master Environmental Impact Report (EIR) for the Fiscalini Ranch Preserve project. This document was prepared in accordance with the requirements of CEQA of 1970 (Public Resources Code 21000 et seq.) and the State CEQA *Guidelines* (14 California Code Regulations, 15071) as amended; and

WHEREAS, the purpose of the Master EIR is to review the existing conditions, analyze potential environmental impacts, and identify feasible mitigation measures to reduce potentially significant effects; and

WHEREAS, the proposed project consists of implementation of the adopted *East West Ranch Management Plan and Conservation Easement* (RRM Design group, 2003), which was adopted by the CCSD on April 24, 2003, and proposed Community Park Master Plan (Firma 2007); and

WHEREAS, the project site is located within the boundaries of the Fiscalini Ranch Preserve (FRP), formerly known as East West Ranch, in San Luis Obispo County. The proposed plan includes development of trails on the West FRP and development of a community park on the East FRP; and

WHEREAS, contents of a Master EIR are somewhat different than a project EIR and the Master EIR has been prepared in accordance with the requirements of §21157 of the Public Resources Code. In addition to the items otherwise required of all EIRs pursuant to §21100, a Master EIR must include additional information, pursuant to §21157 of the Public Resources Code; and

WHEREAS, the purpose of this Master EIR is to identify the proposed project's significant effects on the environment, to indicate the manner in which such significant effects shall be mitigated or avoided, and to identify alternatives to the proposed project that avoid or reduce these impacts; and

WHEREAS, this Master EIR is intended to serve as an informational document for use by the CCSD, the County of San Luis Obispo and other responsible agencies, the general public, and decision-makers in their consideration and evaluation of the environmental consequences associated with the implementation of the proposed project; and

WHEREAS, pursuant to the provision of Section 15082 of the *CEQA Guidelines*, the CCSD circulated a Notice of Preparation (NOP) to public agencies and members of the public for a 30-day period, commencing May 18, 2006 and ending June 21, 2006. The purpose of the NOP was to formally announce that the CCSD is preparing a Draft EIR for the Fiscalini Ranch Preserve and that, as Lead Agency, was soliciting input regarding the scope and content of the environmental information to be included in the EIR; and

WHEREAS, during the NOP circulation period, the CCSD advertised a public scoping meeting on June 20, 2006 that was held at the Veteran's Memorial Building, 1000 Main Street, in Cambria to obtain public input. The meeting was held with the specific intent of allowing interested individuals/groups and public agencies an opportunity to orally present information and comment directly to the Lead Agency in an effort to assist in further refining the intended scope and focus of the EIR as described in the NOP; and

WHEREAS, the Draft EIR was circulated for review and comment to the public agencies, and organizations. The Draft EIR was also circulated to State agencies for review through the State Clearinghouse, Office of Planning and Research. A notice of availability was placed in *The Cambrian* (newspaper). The 45-day public review period ran from March 3, 2008 to April 17, 2008. A public hearing was held March 18, 2008. Comments received during the 45-day public review period have been incorporated into the Final EIR; and

WHEREAS, The Final EIR allows the public and Lead Agency an opportunity to review revisions to the Draft EIR, the responses to comments, and other components of the EIR, such as the proposed Mitigation Monitoring Program, prior to approval of the project. The Final EIR serves as the environmental document to support a decision on the proposed project; and

WHEREAS, Pursuant to *CEQA Guidelines* Section 15090, the Lead Agency must make the following three certifications, after completing the Final EIR and before approving the project:

- ◆ *That the Final EIR has been completed in compliance with CEQA;*
- ◆ *That the Final EIR was presented to the decision-making body of the Lead Agency, and that the decision-making body reviewed and*

considered the information in the Final EIR prior to approving the project; and

- ◆ *That the Final EIR reflects the Lead Agency's independent judgment and analysis.*

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the CCSD does hereby certify that it has reviewed and considered the Fiscalini Ranch Preserve Final Master Environmental Impact Report and that it has been completed in compliance with the California Environmental Quality Act;
2. The Fiscalini Ranch Preserve Final Master Environmental Impact Report, and all related public comments and responses to the public comments have been presented to the Board of Directors, and the Board of Directors has reviewed and considered the information contained in the Final Master Environmental Impact Report and testimony presented at the public hearings prior to making a decision on the Fiscalini Ranch Preserve Project;
3. The Fiscalini Ranch Preserve Final Master Environmental Impact Report reflects the independent judgment and analysis of the Board of Directors; and,
4. The CCSD as Lead Agency hereby specifies that the CCSD General Manager is the custodian of the documents and other material, which constitute the record of proceedings upon which this decision is based. These materials are located at the CCSD Office at 1316 Tamson Drive, Suite 201, Cambria, CA 93428.

PASSED AND ADOPTED this 22nd day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel



RESOLUTION 54-2009

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
APPROVING THE FISCALINI RANCH PRESERVE PROJECT, INCLUDING
THE REVISED COMMUNITY PARK PLAN DATED AUGUST 26, 2009 AND
MAKING FINDINGS IN ACCORDANCE WITH THE REQUIREMENTS OF CEQA

WHEREAS, the Cambria Community Services District (CCSD) is the Lead Agency under the California Environmental Quality Act (CEQA), and is responsible for preparing the Master Environmental Impact Report (EIR) for the Fiscalini Ranch Preserve project (the "project"); and

WHEREAS, a Final Master EIR for the proposed project, which consists of implementation of the adopted *East West Ranch Management Plan and Conservation Easement* (RRM Design group, 2003), which was adopted by the CCSD on April 24, 2003, and a proposed Community Park Master Plan, dated 2007, has been certified by the Board of Directors; and

WHEREAS, public comments on the original proposed Community Park Plan (dated 2007) received during the Draft EIR review period indicated the public's desire for a project smaller in scope, with fewer components; and

WHEREAS, grant funding from the State of California and other potential grant funding for parks and recreation facilities has been greatly reduced due to nationwide economic conditions; and

WHEREAS, the CCSD in responding to these concerns, developed a Revised Community Park Plan dated August 26, 2009, which significantly reduces the environmental impacts and cost of developing a community park on the East Fiscalini Ranch Preserve; and

WHEREAS, the Revised Community Park Plan and identified mitigation measures included in the attached Statement of Findings (Exhibit A) would clearly lessen the environmental impacts of the project and would not result in any new significant environmental impacts; and

WHEREAS, Public Resources Code Section 21081.6 requires the lead agency, when making the findings required by Public Resources Code Section 21081(1)(a), to adopt a reporting or monitoring program for the changes to the project which it has approved, in order to ensure compliance during project implementation.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT DOES HEREBY:

1. Approve the Fiscalini Ranch Preserve Project, to include the Revised Community Park Plan dated August 26, 2009 and as further set forth in Exhibit A, attached hereto and made a part hereof;
2. Find that changes or alterations have been incorporated into the project to mitigate or avoid significant impacts to the greatest degree practicable. These changes or alterations include mitigation measures and project modifications outlined herein and set forth in more detail in the Fiscalini Ranch Preserve certified Final Master EIR. In accordance with the requirements of Section 15091 of the State CEQA Guidelines, the Board hereby adopts the Statement of Findings for the West Ranch Project as identified in the Fiscalini Ranch Preserve Master EIR and the Revised Community Park Plan dated August 26, 2009, which Statement of Findings is attached hereto as Exhibit A and made a part hereof;
3. Adopt the Mitigation Monitoring Program set forth in Chapter VIII of the certified Final Master EIR, which includes all of the mitigation measures identified in the Final Master EIR and adopted and incorporated into the project, and has been designed to ensure compliance during development of the proposed project;
4. Find that new information added to the EIR is not considered significant as defined by Section 15088.5 of the CEQA Guidelines, and does not require recirculation of the EIR for the following reasons:
 - A. New information added to the EIR clarifies or amplifies impact discussions based on substantial evidence in the record, including information provided by the public, CCSD staff, and Friends of the Fiscalini Ranch Preserve (FFRP). Disclosure of biological observations is included in the Final EIR in order to recognize information provided by FFRP biologists, community volunteers, and docents (refer to Chapter V.D. of the EIR). This new information clarifies or amplifies biological resource impacts identified in the Draft Master EIR. Due to the nature of the project site, and amount of time that may pass before subsequent projects are implemented, review of the environmental setting (including updated biological surveys) will be required as a part of reconsideration of the certified Final Master EIR, and initial study of subsequent projects. Additional mitigation measures have been included in the certified Final Master EIR based on further consultation with CCSD staff, FFRP representatives, and review of public comments. These mitigation measures are proposed to either clarify mitigation measures or further reduce identified impacts identified in the Draft Master EIR. Insignificant modifications and additions to the EIR are provided based on

updates to County and CCSD plans and policies, which occurred following public circulation of the Draft Master EIR, and prior to preparation of the Final Master EIR;

- B. No new significant environmental impacts would result from the project or from a new mitigation measure proposed to be implemented;
 - C. There is no substantial increase in the severity of an environmental impact as a result of the project modification;
 - D. The CCSD has adopted a revised project alternative (Revised Community Park Master Plan, 2009) and identified mitigation measures, which would clearly lessen the environmental impacts of the project. The revised project alternative would not result in any new significant environmental impact; and,
 - E. The Final certified Master EIR is adequate, presents conclusions based on evidence in the whole of the record, and allowed for meaningful public review and comment.
- 5. All significant environmental effects identified in the certified Final Master EIR and all documents associated therewith have been reduced to an acceptable level in that all significant environmental effects that can feasibly be avoided have been eliminated or substantially reduced; and,
 - 6. The CCSD as lead agency hereby specifies that the CCSD General Manager is the custodian of the documents and other material which constitute the record of proceedings upon which this decision is based. The location where these materials are located is the CCSD office at 1316 Tamson Drive, Suite 201, Cambria, CA 93428.

PASSED AND ADOPTED this 22nd day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

EXHIBIT A

STATEMENT OF FINDINGS: FISCALINI RANCH PRESERVE MASTER EIR AND REVISED COMMUNITY PARK PLAN DATED AUGUST 26, 2009

I. FINDINGS FOR IMPACTS IDENTIFIED AS SIGNIFICANT BUT MITIGABLE (CLASS II)

Class II impacts are those which are significant, but they can be mitigated to insignificance by implementation of certain mitigation measures.

A. GEOLOGY AND SOILS (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. GEOLOGY AND SOILS IMPACT 1

GEO Impact 1 Bluff retreat has the potential to undermine the Bluff Trail located on the West FRP.

1) Mitigation: GEO/mm-1

GEO/mm-1 Any additional improvements or additions to the Bluff Trail shall be set back from the bluff top a minimum of 25 feet based on site investigations, Coastal Commission and San Luis Obispo County Department of Planning and Building requirements and guidelines, and to the extent feasible considering protection of wetland resources.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to page V-23 of the EIR.

b. GEOLOGY AND SOILS IMPACT 2

GEO Impact 2 Stormwater runoff within un-stabilized gullies and drainage courses causes erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-2

GEO/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seaclift Gully and portions of the Bluff Trail.
- b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
- c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
- d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural Resource Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).
- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to page V-24 of the EIR.

c. GEOLOGY AND SOILS IMPACT 3

GEO Impact 3 Implementation of improvements to existing and proposed trail corridors, soil disturbance, and removal of vegetation would cause erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-3

GEO/mm-3 Upon application for land use and construction permits to the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003).
- b. If proposed, final design plans for the Creek to Ridge Trail shall demonstrate that the trail alignment is located over less steep areas, and shall include the use of water bars where needed.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to page V-25 of the EIR.

d. GEOLOGY AND SOILS IMPACT 4

GEO Impact 4 Construction and use of the Terrace to Ridge Trail and Creek to Ridge Trail within areas of saturated soil would result in erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-4

GEO/mm-4 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, for development of the Terrace to Ridge Trail and maintenance of the Creek to Ridge Trail, the CCSD or its designee shall implement appropriate construction methods (i.e., avoid saturated areas, install bridges or raised boardwalks, maintain drainage patterns, etc.) where trails cross wet, boggy areas below springs and seeps.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 4 to a less than significant level.

3) Supportive Evidence

Refer to page V-25 of the EIR.

e. GEOLOGY AND SOILS IMPACT 5

GEO Impact 5 The high shrink-swell characteristic may result in damage to proposed improvements and inconsistent trail surfaces, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-5

GEO/mm-5 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall prepare trail plans showing the use of boardwalks or engineered base along the trails where severely cracked soils are present. Any asphalt concrete pavement (if proposed) shall be designed with sufficient base material and depth to prevent effects of expansive soils. If construction of boardwalks or engineered base is not feasible, the CCSD or its designee shall prepare and implement a site specific maintenance plan to ensure safe trail surfaces. The plan shall identify the person(s) responsible and schedule for maintenance, and proposed activities for trail improvements.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 5 to a less than significant level.

3) Supportive Evidence

Refer to page V-26 of the EIR.

f. GEOLOGY AND SOILS IMPACT 6

GEO Impact 6 The Bluff Trail and Marine Terrace Trail are located within an area potentially affected by a 100-year tsunami event, which would result in a hazard to trail users during the event.

1) Mitigation: GEO/mm-6

GEO/mm-6 The CCSD shall create a plan for evacuation based on the NWS warning guidance and the San Luis Obispo County *Tsunami Emergency Response Plan*. In the event of an anticipated tsunami, the CCSD or ranch manager shall post NWS warnings at each trailhead.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 6 to a less than significant level.

3) Supportive Evidence

Refer to page V-27 of the EIR.

2. EAST FRP

a. GEOLOGY AND SOILS IMPACT 7

GEO Impact 7 Stormwater runoff within un-stabilized gullies and drainage courses causes erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-7, GEO/mm-8, GEO/mm-9

GEO/mm-7 Prior to site disturbance and during trail and resource management within the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement Santa Rosa Creek bank stabilization measures identified in the *Public Access and Management Plan* (RRM, 2003).
- b. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

GEO/mm-8 Upon application for land use and construction permits for the Santa Rosa Creek Trail, and prior to site disturbance, the CCSD or its designee shall implement the following measures:

- a. Runoff from Highway 1 shall be conveyed away from the Santa Rosa Creek Trail by tightlining a drain pipe to the base of the stream bank.
- b. For the portion of the trail crossing located under Highway 1, the trail design shall provide adequate head clearance for hikers, and a stable crossing over the rip-rap, pursuant to regulatory and responsible agency requirements, including but not limited to the California Department of Transportation and California Department of Fish and Game.

GEO/mm-9 Upon application for land use and construction permits to implement the Revised *Community Park Master Plan* and prior to site disturbance, the CCSD or its designee shall consult with the County of San Luis Obispo to stabilize the offsite drainage swale in the vicinity of Piney Way. The applicant shall also implement the storm-drain system described in the *Community Park Master Plan Grading and Drainage Concept* (Firma, 2006) to capture runoff from both watersheds in this area and convey runoff across the site to Santa Rosa Creek. The condition of the hillside vegetation shall be monitored prior to finalizing plans for the storm-drain system.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 7 to a less than significant level.

3) Supportive Evidence

Refer to page V-28 of the EIR.

b. GEOLOGY AND SOILS IMPACT 8

GEO Impact 8 The low to moderate shrink-swell characteristic may result in damage to proposed improvements and inconsistent trail surfaces, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-5

GEO/mm-5 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall prepare trail plans showing the use of boardwalks or engineered base along the trails where severely cracked soils are present. Any asphalt concrete pavement (if proposed) shall be designed with sufficient base material and depth to prevent effects of expansive soils. If construction of boardwalks or engineered base is not feasible, the CCSD or its designee shall prepare and implement a site specific maintenance plan to ensure safe trail surfaces. The plan shall identify the person(s) responsible and schedule for maintenance, and proposed activities for trail improvements.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 8 to a less than significant level.

3) Supportive Evidence

Refer to page V-29 of the EIR.

c. GEOLOGY AND SOILS IMPACT 9

GEO Impact 9 Seismic-induced strong ground shaking may affect the stability of proposed structures on the East FRP within the Community Park, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-10

GEO/mm-10 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSO or its designee shall retain a County-approved, qualified geologist to prepare and submit a Probabilistic Seismic Hazard Analysis. The analysis shall determine the design-basis earthquake parameters for the building sites proposed in the Revised *Community Park Master Plan*. Recommendations and requirements presented in the analysis shall be incorporated into construction plans.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 9 to a less than significant level.

3) Supportive Evidence

Refer to page V-30 of the EIR.

d. GEOLOGY AND SOILS IMPACT 10

GEO Impact 10 The potential for liquefaction may affect the stability of proposed improvements and structures on the East FRP within the Community Park, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-11

GEO/mm-11 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSO or its designee shall retain a County-approved, qualified geologist to prepare and submit a subsurface investigation of the site. The investigation report shall assess the potential for liquefaction. Building design parameters shall be based on the results of the subsurface investigation. Building foundations shall be founded on competent, native material, not subject to liquefaction.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 10 to a less than significant level.

3) Supportive Evidence

Refer to page V-30 of the EIR.

e. GEOLOGY AND SOILS IMPACT 11

GEO Impact 11 The East FRP is located within an area potentially affected by a 100-year tsunami event, which would result in a hazard to trail and park users during the event.

1) Mitigation: GEO/mm-6

GEO/mm-6 The CCSD shall create a plan for evacuation based on the NWS warning guidance and the San Luis Obispo County *Tsunami Emergency Response Plan*. In the event of an anticipated tsunami, the CCSD or ranch manager shall post NWS warnings at each trailhead.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 11 to a less than significant level.

3) Supportive Evidence

Refer to page V-31 of the EIR.

f. GEOLOGY AND SOILS IMPACT 12

GEO Impact 12 Seismically induced slope failure within the Santa Rosa Creek corridor would cause erosion and subsequent sedimentation, in addition to safety hazards due to un-stabilized soils within the riparian corridor, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-12

GEO/mm-12 Prior to site disturbance and during management of the FRP, the CCSD, or its designee, shall implement stream bank restoration projects within Santa Rosa Creek. Restoration efforts shall be based on consultation with the Natural Resources Conservation Service and all other applicable resource agencies including the California Department of Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 12 to a less than significant level.

3) Supportive Evidence

Refer to page V-31 of the EIR.

B. HYDROLOGY (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. HYDROLOGY IMPACT 1

HYD Impact 1 Proposed improvements on the West FRP could incrementally affect drainage patterns and flow rates.

1) Mitigation: HYD/mm-1

HYD/mm-1 During restoration activities within the Seaclift Gully, soil stabilization measures shall be implemented to ensure that sedimentation or debris do not move downstream and reduce the drainage capacity of the 36-inch culvert beneath Windsor Boulevard.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to page V-41 of the EIR.

b. HYDROLOGY IMPACT 2

HYD Impact 2 Proposed trail improvements, existing parking areas, boardwalks, gates, benches, and maintenance activities on the West FRP, could incrementally affect drainage patterns and flow rates, or increase the potential for flooding.

1) Mitigation: GEO/mm-2

GEO/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seaclift Gully and portions of the Bluff Trail.
- b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
- c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
- d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural

Resource Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).

- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-24 and -V-42 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. HYDROLOGY IMPACT 3

HYD Impact 3 Proposed improvements on the East FRP, including trails, maintenance, and community park elements could incrementally affect drainage patterns and flow rates.

1) Mitigation: HYD/mm-2, GEO/mm-2, HM/mm-2

HYD/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance for development of the East FRP, the CCSD or its designee shall submit preliminary grading and drainage plans incorporating the use of bioswales (or a similar method) to facilitate the flow of stormwater towards Santa Rosa Creek. The bioswales (or similar method) shall include best management practices to avoid erosion and scour, and shall include a method for filtering hydrocarbons, sediment and other potential pollutants from stormwater runoff.

GEO/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seaclift Gully and portions of the Bluff Trail.
- b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
- c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.

- d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural Resource Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).
- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

HM/mm-4

Upon application for a land use permit to develop the community park sports fields, the CCSD shall prepare an Integrated Pest Management (IPM) plan to reduce the need for fertilizers, herbicides, and other chemicals. IPM guidelines are provided by the State Green California Best Practices Manual (www.green.ca.gov). The plan shall include, but not be limited to, the following elements:

- a. Cultural control, including the selection of disease-resistant plant varieties; proper irrigation, fertilization, and pruning; and planting at the right time of year.
- b. Physical control, including changing physical conditions (i.e., temperature, light, or humidity) to prevent pest problems, such as using landscape fabric to shade out weeds and pruning dense plants to allow better air circulation and thus prevent disease.
- c. Mechanical control, including managing pests through manual labor or simple objects, devices, or equipment such as using handheld propane flaming units that cook weeds, installing mowing strips and underlayments, and fastening copper bands around tree trunks or planters to exclude snails and slugs.
- d. Biological control, including the use of beneficial organisms to reduce pest populations. Beneficial organisms include parasitic insects, and predaceous insects, mites, and spiders; bats; birds; amphibians and reptiles.
- e. Reduced-risk pesticides don't endanger living organisms or the environment. Ideally, they break down easily, have narrow specificity, do not kill natural enemies, and do not volatilize around people. Examples of reduced-risk pesticides used for landscaping include the microbial insecticide, *Bacillus thuringiensis*, herbicides and insecticides that contain mint or clove oil, potassium bicarbonate for plant mildews, horticultural oil for sucking insects, and if absolutely necessary, spot-sprayed conventional herbicides.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-24, V-42, V-43, and V-231 of the EIR. The proposed Revised Community Park Plan includes modification to the original project design, which would significantly reduce developed area including removal of the community center, multi-use court pad, and a 33 percent reduction in parking. The parking area would consist of gravel, and stormwater would drain into a central bioswale. Implementation of these design modifications would further reduce HYD Impact 2.

b. HYDROLOGY IMPACT 4

HYD Impact 4 Proposed structures on the East FRP, within the proposed Community Park, including a storage and maintenance building would be located within the 100-year flood zone, and would potentially obstruct floodwaters.

1) Mitigation: HYD/mm-3

HYD/mm-3 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall submit plans demonstrating that no buildings shall be located within the 100-year flood zone, or that any structures would be located one foot above the 100-year flood zone.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 4 to a less than significant level

3) Supportive Evidence

Refer to page V-44 of the EIR.

C. BIOLOGICAL RESOURCES (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. BIOLOGICAL RESOURCES IMPACT 1

BIO Impact 1 Construction of trails and associated improvements has potential to impact riparian and wetland habitat associated with Santa Rosa Creek and various smaller drainages and seasonal wetland areas both within and downstream from the West FRP, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through BIO/mm-9

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional

Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

- BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of

Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.
- BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation (native to the FRP) to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 1 to a less than significant level

3) Supportive Evidence

Refer to pages V-64, V-67, V-65, V-72, V-73, and V-88 of the EIR.

b. BIOLOGICAL RESOURCES IMPACT 2

BIO Impact 2 **Implementation of proposed trail improvements to the Ridge Trail, Forest Loop Trail, Victoria Lane Trail, Meander Trail, Creek to Ridge Trail, Wallbridge Trail, and Terrace to Ridge Trail has potential to impact sensitive plant species and native habitats including Cambria morning glory, San Luis Obispo paint brush, compact cobwebby thistle, Monterey pine forest, and native grassland present within and adjacent to proposed trail routes, resulting in a potentially significant impact.**

1) Mitigation: BIO/mm-10, BIO/mm-11, BIO/mm-12

BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.

BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.

BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project

shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 2 to a less than significant level

3) Supportive Evidence

Refer to pages V-68 through V-79, and V-91 of the EIR.

c. BIOLOGICAL RESOURCES IMPACT 3

BIO Impact 3 Realignment of trails to avoid special status plant species may result in potentially significant impacts to cultural resources.

1) Mitigation: BIO/mm13, CULT/mm-1 through CULT/mm-8

BIO/mm-13 Prior to application for land use and construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).

CULT/mm-1 Upon preparation of grading and construction plans for the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an “Environmentally Sensitive Area” (ESA), and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA or ESA buffer.

- a. If due to other significant environmental constraints, any known archaeological sites (ESAs) cannot feasibly be avoided, the CCSD or its designee shall retain a County-approved, qualified subsurface archaeologist to conduct a Phase II subsurface survey. The Phase II subsurface survey shall provide recommendations, if necessary, for further study, which may include a Phase III data recovery program. The CCSD or its designee shall implement the recommendations proposed in the Phase II subsurface survey report.

- CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:
- a. List of qualified cultural resources personnel involved in the monitoring activities;
 - b. Description of how the cultural resources monitoring shall occur;
 - c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
 - d. Description of what resources are expected to be encountered;
 - e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
 - f. Description of procedures for halting work on the site and notification procedures;
 - g. Description of monitoring reporting procedures.
- CULT/mm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.
- CULT/mm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.
- CULT/mm-5 Prior to preparation of grading and construction plans for the Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an ESA and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA.

- CULT/mm-6 Upon implementation of proposed trail and amenity improvements, the CCSD or its designee shall implement a sign program for the protection of environmental resources. Signage shall include the following, or similar, language: “Please stay on designated trails. Disturbance of sensitive biological habitats and collection of artifacts such as arrowheads, old bottles, and other materials is extremely damaging”. At a minimum, signage shall be placed at trailheads.
- CULT/mm-7 Prior to site disturbance associated with the Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail, the applicant shall retain a qualified historical archaeologist (approved by the CCSD and County Environmental Coordinator) to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.
- CULT/mm-8 Upon completion of all monitoring/mitigation activities, the consulting historical archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-92, V-93, and V-111 through V-115 of the EIR.

d. BIOLOGICAL RESOURCES IMPACT 4

BIO Impact 4 Construction activities could result in direct disturbance to terrestrial species dens or nests, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-14

BIO/mm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.

- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
- b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 4 to a less than significant level

3) Supportive Evidence

Refer to pages V-76, V-80 through V-82, and V-93 of the EIR.

e. BIOLOGICAL RESOURCES IMPACT 5

BIO Impact 5 Trail construction has potential to directly impact aquatic wildlife species and habitats associated with Santa Rosa Creek both within the project area and downstream from the site, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through BIO/mm-7, BIO/mm-15 through BIO/mm-24

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of

Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

- BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages

(within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.

BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.

BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).

BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture,

handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.

- BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction crews shall understand all terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.
- BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.
- BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.
- BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.

- BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable. Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.
- BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.
- BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 5 to a less than significant level

3) Supportive Evidence

Refer to pages V-64 through V-67, V-70, V-72, V-76, V-80 through 82, and V-94 of the EIR.

f. BIOLOGICAL RESOURCES IMPACT 6

BIO Impact 6 Trail construction and tree pruning or removal activities within and adjacent to the riparian corridor of Santa Rosa Creek, and in Monterey pine forest and annual grassland habitats, has potential to impact nesting birds during the typical nesting season (February 15 to September 1), and burrowing owl throughout the year, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-25, BIO/mm-26

BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.

BIO/mm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the “Staff Report for Mitigating Impacts to the Burrowing Owl” (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 6 to a less than significant level

3) Supportive Evidence

Refer to pages V-63 through V-76, V-80 through V-82, V-97, and V-98 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. BIOLOGICAL RESOURCES IMPACT 7

BIO Impact 7 Construction of trails, recreational fields, the Piney Way emergency access road, and associated improvements has potential to impact riparian and wetland habitat associated with Santa Rosa Creek and seasonal wetland areas both within, adjacent to, and downstream from the East FRP, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through BIO/mm-9

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include

detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.

- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of

exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.

BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation (native to the FRP) to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 7 to a less than significant level.

3) Supportive Evidence

Refer to pages V-64 through V-67, V-83, V-85 and V-99 of the EIR. The Revised Community Park Plan includes a widened natural buffer between the community park and Santa Rosa Creek riparian corridor. The buffer would expand from 40 to 60 feet in width, except for approximately 200 feet along proposed fields near the existing bridge (25-foot buffer). Proposed bioswales located along the northern perimeter of the playground, fields, and open meadow would reduce the potential for human and pet intrusion, and filter stormwater runoff thoroughly before entering the creek in existing natural channels.

b. BIOLOGICAL RESOURCES IMPACT 8

BIO Impact 8 Construction of the East FRP portion of the project has potential to impact sensitive plant species and native habitats including Cambria morning glory, Monterey pine forest, and native grassland present within and adjacent to proposed trails, recreational fields, and associated development areas, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-10, BIO/mm-11, BIO/mm-12

BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus

on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.

BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.

BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 8 to a less than significant level

3) Supportive Evidence

Refer to pages V-63 through V-69, V-76 through 87, and V-100 of the EIR. Implementation of the Revised Community Park Plan would further minimize this impact by reducing the area affected by ground disturbance by approximately three acres.

c. BIOLOGICAL RESOURCES IMPACT 9

BIO Impact 9 Construction activities could result in direct disturbance to terrestrial species dens or nests, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-14

BIO/mm-14

Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.

- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
- b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 9 to a less than significant level.

3) Supportive Evidence

Refer to pages V-80 through V-82, V-84, and V-100 of the EIR. Implementation of the Revised Community Park Plan would further minimize this impact by reducing the area affected by ground disturbance by approximately three acres.

d. BIOLOGICAL RESOURCES IMPACT 10

BIO Impact 10 Trail and recreational facility construction has potential to directly impact aquatic wildlife species and habitats associated with Santa Rosa Creek both within the project area and downstream from the site, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through mm-9, /mm-15 through mm-24, HYD/mm-2

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.

- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD

shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.

- BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation (native to the FRP) to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.
- BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).
- BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.
- BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction crews shall understand all terms, constraints, and special

conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.

- BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.
- BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.
- BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable.

Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.

BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.

BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.

HYD/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance for development of the East FRP, the CCSD or its designee shall submit preliminary grading and drainage plans incorporating the use of bioswales (or a similar method) to facilitate the flow of stormwater towards Santa Rosa Creek. The bioswales (or similar method) shall include best management practices to avoid erosion and scour, and shall include a method for filtering hydrocarbons, sediment and other potential pollutants from stormwater runoff.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 10 to a less than significant level

3) Supportive Evidence

Refer to pages V-24, V-42, V-64 through V-70, V-80 through V-82, V-84 through V-87, V-100 and V-101.

e. BIOLOGICAL RESOURCES IMPACT 11

BIO Impact 11 Trail construction and tree pruning or removal activities within and adjacent to the riparian corridor of Santa Rosa Creek, removal of eucalyptus trees, and in Monterey pine forest and annual grassland habitats, has potential to impact nesting birds during the typical nesting season (February 15 to September 1), and burrowing owls throughout the year, resulting in a potentially significant impact.

1) Mitigation

BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.

BIO/mm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the “Staff Report for Mitigating Impacts to the Burrowing Owl” (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 11 to a less than significant level

3) Supportive Evidence

Refer to pages V-63 through V-70, V-80 through V-82, V-76 through V-87, V-101, and V-102 of the EIR.

D. CULTURAL RESOURCES (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. CULTURAL RESOURCES IMPACT 1

CULT Impact 1 Development of the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail would result in direct disturbance of known significant archaeological sites, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-1 through CULT/mm-4

CULT/mm-1 Upon preparation of grading and construction plans for the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an “Environmentally Sensitive Area” (ESA), and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA or ESA buffer.

- a. If due to other significant environmental constraints, any known archaeological sites (ESAs) cannot feasibly be avoided, the CCSD or its designee shall retain a County-approved, qualified subsurface archaeologist to conduct a Phase II subsurface survey. The Phase II subsurface survey shall provide recommendations, if necessary, for further study, which may include a Phase III data recovery program. The CCSD or its designee shall implement the recommendations proposed in the Phase II subsurface survey report.

CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:

- a. List of qualified cultural resources personnel involved in the monitoring activities;
- b. Description of how the cultural resources monitoring shall occur;

- c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- d. Description of what resources are expected to be encountered;
- e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
- f. Description of procedures for halting work on the site and notification procedures;
- g. Description of monitoring reporting procedures.

CULT/mm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 1 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, and V-112 of the EIR.

b. CULTURAL RESOURCES IMPACT 2

CULT Impact 2 Realignment of trails to avoid significant cultural sites may result in potentially significant impacts to biological resources, including sensitive habitats and special-status plant species.

1) Mitigation: BIO/mm-5, and BIO/mm-10 through BIO/mm-13

BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.
- BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.
- BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.
- BIO/mm-13 Prior to application for land use and construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 2 to a less than significant level

3) Supportive Evidence

Refer to pages V-91, V-92, and V-113.

c. CULTURAL RESOURCES IMPACT 3

CULT Impact 3 Construction, improvements to, and maintenance of the proposed Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail may result in the disturbance and destruction of unknown subsurface cultural resources, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-2 through CULT/mm-5

CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:

- a. List of qualified cultural resources personnel involved in the monitoring activities;
- b. Description of how the cultural resources monitoring shall occur;
- c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- d. Description of what resources are expected to be encountered;
- e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
- f. Description of procedures for halting work on the site and notification procedures;
- g. Description of monitoring reporting procedures.

CULT/mm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant

shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

CULT/mm-5 Prior to preparation of grading and construction plans for the Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an ESA and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, V-112, and V-114 of the EIR.

d. CULTURAL RESOURCES IMPACT 4

CULT Impact 4 Implementation of the proposed Management Plan on the West FRP may result in increased looting of significant cultural materials, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-6

CULT/mm-6 Upon implementation of proposed trail and amenity improvements, the CCSD or its designee shall implement a sign program for the protection of environmental resources. Signage shall include the following, or similar, language: "Please stay on designated trails. Disturbance of sensitive biological habitats and collection of artifacts such as arrowheads, old bottles, and other materials is extremely damaging". At a minimum, signage shall be placed at trailheads.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 4 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, and V-114 of the EIR.

e.

f. CULTURAL RESOURCES IMPACT 5

CULT Impact 5 **Implementation of the proposed Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail may result in the disturbance of historical artifacts, resulting in a potentially significant impact.**

1) Mitigation: CULT/mm-2, CULT/mm-7, and CULT/mm-8

CULT/mm-2

Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:

- a. List of qualified cultural resources personnel involved in the monitoring activities;
- b. Description of how the cultural resources monitoring shall occur;
- c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- d. Description of what resources are expected to be encountered;
- e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
- f. Description of procedures for halting work on the site and notification procedures;
- g. Description of monitoring reporting procedures.

CULT/mm-7

Prior to site disturbance associated with the Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail, the applicant shall retain a qualified historical archaeologist (approved by the CCSD and County Environmental Coordinator) to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-8

Upon completion of all monitoring/mitigation activities, the consulting historical archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation

activities and confirming that all recommended mitigation measures have been met.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 5 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, V-112, and V-115 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. CULTURAL RESOURCES IMPACT 6

CULT Impact 6 **During construction activities associated with the Santa Rosa Creek Trail and community park, unknown cultural resources may be discovered. Disturbance, destruction, or looting of such resources would result in a potentially significant impact.**

1) Mitigation: CULT/mm-9

CULT/mm-9 In the event archaeological or historical resources are unearthed or discovered during any construction activities, the following shall apply:

- a. Construction activities shall cease, and the CCSD or its designee, the County Environmental Coordinator, and County Planning Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist or historian (as applicable), and disposition of artifacts may be accomplished in accordance with state and federal law.
- b. In the event archaeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the County Coroner is to be notified in addition to the CCSD, County Environmental Coordinator, and County Planning Department so proper disposition may be accomplished.
- c. Implement CULT/mm-1 through CULT/mm-8 as applicable.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 6 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, V-112, and V-116 of the EIR.

E. AESTHETIC RESOURCES (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. AESTHETIC RESOURCES IMPACT 1

AES Impact 1 **Visibility of a pedestrian bridge over Highway 1 could result in highly noticeable built element contrasting with the natural setting of the Scenic Highway, the FRP, and the community of Cambria and could substantially degrade visual quality, resulting in a potentially significant impact.**

1) Mitigation: AES/mm-1, AES/mm-2, AES/mm-3

AES/mm-1 Upon preparation of plans for the pedestrian bridge, and prior to application for land use and construction permits from the County and an encroachment permit from Caltrans, the CCSD or its designee shall develop an architectural review board to design the pedestrian bridge. The board shall consist of architects, planners, builders and interested citizens from the community.

AES/mm-2 Upon application for land use and construction permits from the County for the pedestrian bridge over Highway 1, the CCSD or its designee shall provide plans for the bridge to the California Department of Transportation and the County of San Luis Obispo Department of Planning and Building for review and approval. Proposed plans shall include the following elements:

- a. The pedestrian bridge shall be designed to be subordinate to, and blend with, the rural character of the area.
- b. Where feasible, portions of the bridge shall be screened utilizing native vegetation (native to the FRP), however, such vegetation, when mature, must also be selected and sited in such a manner as to not obstruct major public views.
- c. The location and design of the bridge shall minimize the need for tree removal, and if trees are required to be removed, the site shall be replanted with similar species or other species which are reflective of the community character.
- d. Colors and materials shall be selected to blend into the surrounding landscape, and shall also comply with California Department of Transportation requirements.

AES/mm-3 Upon application for land use and construction permits from the County for the pedestrian bridge over Highway 1, the CCSD or its designee shall provide a comprehensive visual impact assessment to the California Department of Transportation and the County of San Luis Obispo Department of Planning and Building for review and approval.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 1 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through V-131, and V-141 of the EIR.

b. AESTHETIC RESOURCES IMPACT 2

AES Impact 2 Trails and access roads that visually contrast with the surrounding landscape could be seen from great distances as scars on the land and could adversely affect the natural visual setting of the FRP and coastline, resulting in a potentially significant impact.

1) Mitigation: AES/mm-4

AES/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:

- a. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover.
- b. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather surfaces," American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to match the color of the adjacent soil. This requirement shall also apply to all road-related culverts, rock slope protection, and drainage systems.
- c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, all slopes shall include slope-rounding to reduce the engineered appearance of the earthwork.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 2 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 131, and V-142 through V-144 of the EIR.

c. AESTHETIC RESOURCES IMPACT 3

AES Impact 3 Signage required for proposed trails, parking and staging, interpretive, safety and other purposes could block scenic views and create visual clutter on the FRP, the Highway 1 corridor and the community of Cambria, resulting in a potentially significant impact.

1) Mitigation: AES/mm-5

AES/mm-5 Upon application for land use and construction permits from the County, and prior to site disturbance, a signage plan shall be prepared, and shall include the following standards and concepts:

- a. All signs shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover. Exceptions shall be made in keeping with applicable ADA and safety standards.
- b. All signs shall be the minimum size necessary for their intended purpose, in keeping with applicable ADA and safety standards.
- c. All signs shall be placed in the least visually obtrusive location possible consistent with their intended purpose, without blocking views of the Pacific Ocean or other scenic resources, and in keeping with applicable ADA and safety standards.
- d. The proposed signage plan shall be developed by the CCSD and Friends of the Fiscalini Ranch Preserve, and incorporated into the Management Plan prior to submittal to the County.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 125, and V-145 of the EIR.

d. AESTHETIC RESOURCES IMPACT 4

AES Impact 4 Maintenance activities inconsistent with the aesthetic goals of the *Public Access and Management Plan* could result in adverse visual impacts.

1) Mitigation: AES/mm-6

AES/mm-6 All maintenance work within the FRP shall comply with the visual appearance requirements of the various sections of the *Public Access and Management Plan*. Special attention shall be given to paint and finish colors, imported fill and surfacing materials, replacement plants, and soil disturbance.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 4 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 125, and V-145 of the EIR.

e. AESTHETIC RESOURCES IMPACT 5

AES Impact 5 Screen planting installed at the time of the related plan improvement could result in significant short term visual impacts due to the time required for planting to mature and become effective.

1) Mitigation: AES/mm-7

AES/mm-7 Upon implementation of the *Public Access and Management Plan*, short-term actions of phased improvements shall include the following concept:

- a. Install and maintain visual screen planting where feasible at areas identified in the *Management Plan* and subsequent visual assessments as areas likely to require screening in the future.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 5 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through V-125, and V-146 of the EIR.

f. AESTHETIC RESOURCES IMPACT 6

AES Impact 6 Visibility of a central staging area adjacent to Highway 1 could result in highly noticeable built elements and clutter contrasting with the natural setting of the Scenic Highway, the FRP, and the community of Cambria, and could substantially degrade visual quality, resulting in a potentially significant impact.

1) Mitigation: AES/mm-8

AES/mm-8 Upon application for land use and construction permits from the County, and prior to site disturbance to establish the Highway 1 central staging area, the CCSD or its designee shall provide a comprehensive visual impact assessment to the County of San Luis Obispo Department of Planning and Building for review and approval. This plan shall incorporate the following elements:

- a. Visual screening from Highway 1, location of any structures to minimize views from Highway 1.
- b. Shielded lighting (if lighting is proposed).
- c. Appropriate colors and materials consistent with the County of San Luis Obispo Community Plan, County Design Guidelines, and *Public Access and Management Plan*.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 6 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 131, and V-146 of the EIR.

g. AESTHETIC RESOURCES IMPACT 7

AES Impact 7 **Visibility of a highly contrasting imported fill and topsoil material for gully stabilization could result in a noticeable earthwork operation, inconsistent with the natural setting of the FRP and coast, resulting in a potentially significant impact.**

1) Mitigation: AES/mm-9

AES/mm-9 During restoration activities associated with the Seaclift gully, all topsoil and fill material used for gully repair and exposed to view shall be similar in color and brightness to the soil of the adjacent native ground.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 7 to a less than significant level.

3) Supportive Evidence

Refer to pages V-119 through 125, and V-147 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. AESTHETIC RESOURCES IMPACT 8

AES Impact 8 **Trails and access roads that visually contrast with the surrounding landscape could be seen from great distances as scars on the land and could adversely affect the natural visual setting of the East FRP, resulting in a potentially significant impact.**

1) Mitigation: AES/mm-4

AES/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:

- c. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover.

- d. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather surfaces," American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to match the color of the adjacent soil. This requirement shall also apply to all road-related culverts, rock slope protection, and drainage systems.
- c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, all slopes shall include slope-rounding to reduce the engineered appearance of the earthwork.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 8 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, V-147, and V-148 of the EIR.

b. AESTHETIC RESOURCES IMPACT 9

AES Impact 9 Signage required for proposed trails, staging, interpretive, safety and other purposes could block scenic views and create visual clutter on the FRP, the Highway 1 corridor and the community of Cambria, resulting in a potentially significant impact.

1) Mitigation: AES/mm-5

AES/mm-5 Upon application for land use and construction permits from the County, and prior to site disturbance, a signage plan shall be prepared, and shall include the following standards and concepts:

- a. All signs shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent landcover. Exceptions shall be made in keeping with applicable ADA and safety standards.
- b. All signs shall be the minimum size necessary for their intended purpose, in keeping with applicable ADA and safety standards.
- c. All signs shall be placed in the least visually obtrusive location possible consistent with their intended purpose, without blocking views of the Pacific Ocean or other scenic resources, and in keeping with applicable ADA and safety standards.

- d. The proposed signage plan shall be developed by the CCSD and Friends of the Fiscalini Ranch Preserve, and incorporated into the Management Plan prior to submittal to the County.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 9 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, and V-148 of the EIR.

c. AESTHETIC RESOURCES IMPACT 10

AES Impact 10 Maintenance activities inconsistent with the aesthetic goals of the *Public Access and Management Plan* could result in adverse visual impacts.

1) Mitigation: AES/mm-6

AES/mm-6 All maintenance work within the FRP shall comply with the visual appearance requirements of the various sections of the *Public Access and Management Plan*. Special attention shall be given to paint and finish colors, imported fill and surfacing materials, replacement plants, and soil disturbance.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 10 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, and V-148 of the EIR.

d. AESTHETIC RESOURCES IMPACT 11

AES Impact 11 Screen planting installed at the time of the related plan improvement could result in significant short term visual impacts due to the time required for planting to mature and become effective.

1) Mitigation: AES/mm-7

AES/mm-7 Upon implementation of the *Public Access and Management Plan*, short-term actions of phased improvements shall include the following concept:

- b. Install and maintain visual screen planting where feasible at areas identified in the *Management Plan* and subsequent visual assessments as areas likely to require screening in the future.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 11 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, and V-149 of the EIR.

e. AESTHETIC RESOURCES IMPACT 12

AES Impact 12 Proposed structures and security lighting within the future community park could result in development that would be out of character with the setting resulting in adverse visual impacts to the community.

1) Mitigation: AES/mm-10, AES/mm-11

AES/mm-10 Upon application for land use and construction permits from the County for the community park, the CCSD or its designee shall provide a comprehensive visual impact assessment of proposed buildings and associated structural improvements to the County of San Luis Obispo Department of Planning and Building for review and approval. Proposed structures shall comply with the following performance standards:

- a. The proposed design shall include elements consistent with the rural character of Cambria.
- b. Colors and materials shall consist of earthtone, muted colors consistent with surrounding natural vegetation.
- c. Roof materials shall be non-reflective.

AES/mm-11 Upon application for land use and construction permits from the County for the community park, the CCSD or its designee shall provide a security lighting plan showing shielded fixtures. Exterior lighting will go on at dusk and turn off when it's dark. There will be no night lighting. Lighting shall be limited to security lighting on the restroom, bridge, playground, and parking area. All exterior lighting shall be shielded and directed to the ground and shall not be directed towards the sky, a structure wall, or towards the property boundary.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 12 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, V-149, and V-150 of the EIR. Removal of the community center would further minimize structural development within the park, which would further reduce AES Impact 12.

f. AESTHETIC RESOURCES IMPACT 13

AES Impact 13 Visibility of the relocated water facility or County storage yard from Rodeo Grounds Drive or other public roads or areas could result in cluttered views incompatible with the adjacent community and future park, resulting in a potentially significant impact.

1) Mitigation: AES/mm-12

AES/mm-12 Upon application for land use and construction permits from the County to relocate the CCSD water works or County storage yard, the CCSD or its designee shall submit design plans including, but not limited to, the following elements:

- a. The proposed design shall include elements consistent with the rural character of Cambria.
- b. Colors and materials shall consist of earthtone, muted colors consistent with surrounding natural vegetation.
- c. Landscape screening, consisting of native (native to the FRP), drought-tolerant plant and shrub species, shall provide a minimum of 50 percent screening from the park area.
- d. Stored and stockpiled materials shall be shielded from view by solid fencing and/or native vegetation, or the proposed structures.

AES/mm-13 Upon application for land use and construction permits from the County to relocate the CCSD water facility or County storage yard, the CCSD or its designee shall provide a comprehensive Visual Impact Assessment to the County of San Luis Obispo Department of Planning and Building for review and approval.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 13 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, V-150, and V-151 of the EIR.

F. TRANSPORTATION AND CIRCULATION (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. TRANSPORTATION AND CIRCULATION IMPACT 1

TC Impact 1 Implementation of the proposed *Public Access and Management Plan* would result in an increase in visitors to the FRP, and vehicle trips within adjacent neighborhoods, resulting in a potentially significant impact.

1) Mitigation: TC/mm-1 through TC/mm-3

- TC/mm-1 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include the installation of bike racks at selected trailheads at the boundary of the West FFRP to encourage alternative transportation methods. Selected trailheads shall include, but not be limited to, the Bluff Trail, Ridge Trail, Wallbridge Trail, and Santa Rosa Creek Trail.
- TC/mm-2 The CCSD or FRP Manager shall continue to coordinate with the Cambria Trolley service to determine appropriate days of service and trolley stop locations on and in the immediate vicinity of the West FRP.
- TC/mm-3 Upon preparation of informational publications regarding the West FRP, the CCSD shall include a description of and encourage alternative transportation methods to access the FRP, including trolley stops, bicycle routes, and pedestrian walkways.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156, V-162, and V-163 of the EIR.

b. TRANSPORTATION AND CIRCULATION IMPACT 2

TC Impact 2 Implementation of the proposed *Public Access and Management Plan* would result in an increased demand for parking within adjacent neighborhoods, resulting in a potentially significant impact.

1) Mitigation: TC/mm-1 through TC/mm-4

- TC/mm-1 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include the installation of bike racks at selected trailheads at the boundary of the West FFRP to encourage alternative transportation methods. Selected trailheads shall include, but not be limited to, the Bluff Trail, Ridge Trail, Wallbridge Trail, and Santa Rosa Creek Trail.
- TC/mm-2 The CCSD or FRP Manager shall continue to coordinate with the Cambria Trolley service to determine appropriate days of service and trolley stop locations on and in the immediate vicinity of the West FRP.
- TC/mm-3 Upon preparation of informational publications regarding the West FRP, the CCSD shall include a description of and encourage alternative transportation methods to access the FRP, including trolley stops, bicycle routes, and pedestrian walkways.

TC/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include a parking signage program in consultation with the County Public Works Department. The signage program shall guide visitors regarding appropriate parking, and shall be reviewed for concurrence by the Friends of the Fiscalini Ranch Preserve as part of the FRP signage plan.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156, and V-162 through V-165 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. TRANSPORTATION AND CIRCULATION IMPACT 3

TC Impact 3 Implementation of the Revised Community Park Master Plan may result in a parking demand exceeding proposed supply, resulting in a potentially significant impact.

1) Mitigation: TC/mm-5, TC/mm-6

TC/mm-5 Upon application for land use and construction permits from the County, and prior to site disturbance to implement the Revised *Community Park Master Plan*, the CCSD or its designee shall show the installation of bike racks within the Community Park on construction plans. The bike racks shall be installed upon the first phase of development.

TC/mm-6 During operation of the sports fields, the CCSD shall implement a field rotation program. The program shall ensure that during organized sporting events, no more than four sports fields are in operation at one time.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 3 to a less than significant level. The proposed Revised Community Park Plan recommends elimination of the community center and hard courts and reduces parking spaces and playing fields, allowing only a maximum of four ongoing games at one time. These changes will result in substantially reduced parking demand.

3) Supportive Evidence

Refer to pages V-155, V-156 though V-160, and V-170 of the EIR.

G. AIR QUALITY (CLASS II)

1. WEST FISCALINI RANCH PRESERVE AND EAST FISCALINI RANCH PRESERVE

a. AIR QUALITY IMPACT 1

AQ Impact 1 **PM₁₀ emissions resulting from construction activities would result in direct short and long-term impacts on air quality, further exacerbating the County non-attainment status for PM₁₀.**

1) Mitigation: AQ/mm-1 through AQ/mm-4

AQ/mm-1 Upon application for construction permits and prior to site disturbance, a Dust Control Plan shall be prepared and submitted to the APCD for approval prior to commencement of construction activities. The Dust Control Plan shall:

- a. Use APCD approved BMPs and dust mitigation measures;
- b. Provide provisions for monitoring dust and construction debris during construction;
- c. Designate a person or persons to monitor the dust control program and to order increased watering or other measures as necessary to prevent transport of dust off-site. Duties should include holiday and weekend periods when work may not be in progress;
- d. Provide the name and telephone number of such persons to the APCD prior to construction commencement.
- e. Identify compliant handling procedures.
- f. Fill out a daily dust observation log.

AQ/mm-2 Prior to site disturbance, the applicant shall:

- a. Obtain a compliance review with the APCD prior to the initiation of any construction activities;
- b. Provide a list of all heavy-duty construction equipment operating at the site to the APCD. The list shall include the make, model, engine size, and year of each piece of equipment. This compliance review will identify all equipment and operations requiring permits and will assist in the identification of suitable equipment for the catalyzed diesel particulate filter; and,
- c. Apply for an Authority to Construct from the APCD.

AQ/mm-3 Upon application for construction permits and prior to site disturbance, the following mitigation measures shall be shown on all project plans and implemented during the appropriate grading and construction phases to reduce PM₁₀ emissions during earth moving activities:

- a. Reduce the amount of the disturbed area where possible.
- b. Water trucks or sprinkler systems shall be used in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency

shall be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water shall be used whenever possible.

- c. All dirt stockpile areas shall be sprayed daily as needed.
- d. Exposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast-germinating native grass seed (native to the FRP) and watered until vegetation is established.
- e. All disturbed soil areas not subject to re-vegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the APCD.
- f. All roadways, driveways, sidewalks, etc. to be paved should be completed as soon as possible after initial site grading. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- g. Vehicle speed for all construction vehicles shall be posted to not exceed 15 mph on any unpaved surface at the construction site.
- h. All trucks hauling dirt, sand, or other loose materials are to be covered or shall maintain at least two feet of free board (minimum vertical distance between top of load and top of trailer) in accordance with CVC § 23114.
- i. Wheel washers shall be installed where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site.
- j. Streets shall be swept at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used when feasible.
- k. Permanent dust control measures shall be implemented as soon as possible following completion of any soil disturbing activities.

AQ/mm-4 During construction, the applicant shall maintain monthly compliance checks throughout the construction phase, verifying that all equipment and operations continue to comply with the APCD requirements.

2) Findings

Mitigation has been incorporated into the project that reduces AQ Impact 1 to a less than significant level.

3) Supportive Evidence

- 4) Refer to pages V-178 through V-180, V-185, and V-190 through V-192 of the EIR. Implementation of the Implementation of the Revised Community Park Plan eliminates the community center, hard courts, and reduces parking spaces and playing fields. These changes further minimize this impact by significantly reducing grading and construction activities. Air Quality Impact 2

AQ Impact 2 Grading activities that include moving more material than 2,000 cubic yards in a day exceed significance thresholds for construction-related emissions, resulting in potentially significant air quality impacts.

5) Mitigation: AQ/mm-5

AQ/mm-5

Upon application for construction permits and prior to site disturbance, the applicant shall submit grading plans and a construction schedule demonstrating that soil material would not be moved at a rate more than 53,500 cubic yards (cy) in a quarter or 2,000 cy in a day. If material would be moved at this rate (or greater), the applicant shall implement the following standard APCD mitigation measures for the project's construction equipment:

- a. Maintain all construction equipment in proper tune according to manufacturer's specifications.
- b. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, grader, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with Air Resources Board (ARB) certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
- c. Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.
- d. All on and off-road diesel equipment shall not be allowed to idle for more than 5 minutes. Signs shall be posted in the designated queuing areas to remind drivers and operators of the 5 minute idling limit.
- e. Electrify equipment where feasible.
- f. Substitute gasoline-powered for diesel-powered equipment where feasible.
- g. Use alternatively fueled construction equipment onsite where feasible, such as compressed natural gas (CNG) liquefied natural gas (LNG), propane, or biodiesel.
- h. Best Available Control Technology (BACT - implementation of DOCs or CDPFs) for construction equipment shall be required and the applicant shall provide the grading amounts and schedule to the APCD Planning Division as soon as they are available so that the appropriate level of BACT can be defined.
- i. At least 3 months prior to construction, the construction company awarded the contract shall contact the APCD Planning Division (805-781-5912) to coordinate the implementation of this mitigation measure. This company will also provide the APCD with proof that the Standard (a-h above) and BACT mitigation measures have been implemented prior to the start of construction activity. These measures shall be shown on all grading and construction plans prior to issuance of construction permits.

6) Findings

Mitigation has been incorporated into the project that reduces AQ Impact 2 to a less than significant level.

7) Supportive Evidence

Refer to pages V-178 through V-180, V-185, V-192, and V-193 of the EIR. Implementation of the Revised Community Park Plan eliminates the community center, hard courts, and reduces

parking spaces and playing fields. These changes further minimize this impact by significantly reducing grading and construction activities.

b. AIR QUALITY IMPACT 3

AQ Impact 3 Earth moving activities for development of the proposed project components would result in grading activities that may expose naturally occurring asbestos, resulting in an indirect short-term impact.

1) Mitigation: AQ/mm-6

AQ/mm-6 Upon application for construction permits and prior to site disturbance, the applicants shall:

- a. Conduct a geologic analysis to ensure the presence/absence of serpentine rock onsite. The geologic analysis shall identify if naturally occurring asbestos is contained within the serpentine rock onsite; and,
- b. If naturally occurring asbestos is found at the project site, the applicant must comply with all requirements outlined in the Asbestos Airborne Toxic Control Measures (ATCM). In addition, the applicants shall work with the APCD to prepare an APCD-approved Asbestos Health and Safety Program and an Asbestos Dust Control Plan prior to development plan approval. The Asbestos Health and Safety Program and Asbestos Dust Control Plan may include, but is not limited to, the following:
 1. Equipment operator safety requirements: protective clothing, breathing apparatuses to prevent inhalation of airborne asbestos fibers,
 2. Dust mitigation measures: continually water site to prevent airborne dust migration, cover all vehicle that haul materials from the site
 3. Identification of APCD-approved disposal areas for all excavated materials.
 4. If naturally-occurring asbestos is not present, an exemption request must be filed with the APCD.

2) Findings

Mitigation has been incorporated into the project that reduces AQ Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to pages V-178 through V-180, V-185, and V-194 of the EIR.

H. NOISE (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. NOISE IMPACT 1

N Impact 1 Construction of individual projects outlined in the Management Plan could temporarily produce noise levels ranging from 70 to 95 dBA at a

distance of approximately fifty feet from the source, potentially affecting adjacent sensitive land uses, and resulting in a potentially significant short-term impact.

1) Mitigation: N/mm-1

N/mm-1

During construction activities, the use of equipment shall be limited to allowed work hours as defined in the existing *County Noise Ordinance*, 7:00 A.M. to 9:00 P.M. (Monday through Friday) and 8:00 A.M. to 5:00 P.M. (Saturday and Sunday).

2) Findings

Mitigation has been incorporated into the project that reduces N Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-200 through V-203, and V-212 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. NOISE IMPACT 2

N Impact 2

Development of the Revised Community Park Plan would expose existing sensitive residential receptors surrounding and on the project site to temporary construction-related noise impacts, resulting in a potentially significant, direct, short-term impact.

1) Mitigation: N/mm-2

N/mm-2

Upon application for construction permits from the County of San Luis Obispo, the CCSD or project developer shall submit a Noise Reduction Plan prepared by a qualified acoustical consultant for review and approval by the County Planning Department. The Noise Reduction Plan shall include but is not limited to the following standards:

- a. Limit all phases of construction to the hours of 7:00 AM to 9:00 PM Monday through Friday as required by County ordinance;
- b. Regular notification of all existing and future residences within 1,000 feet of the site boundary concerning the construction schedule;
- c. Shield especially loud pieces of stationary construction equipment;
- d. Locate portable generators, air compressors, etc. away from sensitive noise receptors;
- e. Limit grouping major pieces of equipment operating in one area to the greatest extent feasible;
- f. Place heavily trafficked areas such as the maintenance yard, equipment, tools, and other construction oriented operations in locations that would be the least disruptive to surrounding sensitive noise receptors;
- g. Use newer equipment that is quieter and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as

mufflers, engine covers, and engine vibration isolators intact and operational. Internal combustion engines used for any purpose on or related to the job shall be equipped with a muffler or baffle of a type recommended by the manufacturer;

- h. Conduct worker-training meetings to educate and encourage noise awareness and sensitivity. This training should focus on worker conduct while in the vicinity of sensitive receptors (i.e., minimizing and locating the use of circular saws in areas adjacent to sensitive receptors and being mindful of shouting and the loud use of attention drawing language); and,
- i. Notify surrounding residences in advance of the construction schedule when unavoidable construction noise and upcoming construction activities likely to produce an adverse noise environment are expected. Noticing shall provide phone number of the project manager, construction foreman, and any other pertinent project team members. This notice shall be given one week in advance, and at a minimum of one day in advance if anticipated activities have changed (i.e., notice in local publication, temporary signage postings, etc.). Project representative shall verbally notify all surrounding residential owners if one day advance notice is given.

2) Findings

Mitigation has been incorporated into the project that reduces N Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-200, V-204 through V-206, and V-215 of the EIR. Implementation of the Revised Community Park Plan eliminates the community center and hard courts, and reduces parking spaces and playing fields. These changes further minimize this impact by significantly reducing construction related noise levels.

b. NOISE IMPACT 3

N Impact 3 Development of the Revised Community Park Plan would result in the generation of stationary noise levels exceeding acceptable thresholds at the property line of adjacent existing sensitive land uses, resulting in a potentially significant long-term impact.

1) Mitigation: N/mm-3

N/mm-3 Upon application for a Development Plan/Coastal Development Permit from the County of San Luis Obispo, the CCSD shall incorporate the following operational standards into the *Community Park Master Plan*:

- a. All loudspeakers and or amplification of sound shall be prohibited.
- b. The volume of any event should be limited to the immediate area of the event and shall not exceed a maximum noise level of 70 dBA as measured from the property line.

- c. The CCSD shall avoid the use of gas-powered turf mowers, and shall encourage the use of electric mowers for turf maintenance.

2) Findings

The Revised Community Park Plan, including mitigation that has been incorporated into the project, would substantially lessen significant and adverse N Impact 3 identified in the EIR. The resulting impact would be less than significant.

3) Supportive Evidence

The Revised Community Park Plan locates fields within the center of the park, to allow for a greater buffer between the fields and the southern residential property line. In the Revised Plan, the community center and hard courts are eliminated and the playing fields have been reduced from 8.2 acres to 5.0 acres. These changes significantly reduce noise levels associated with recreational activities as compared to the originally proposed project.

In addition, the proposed plan limits the number of sports events to four. During full use of the sports fields (four youth soccer games), the noise level may reach 65 dBA at a distance of approximately 100 feet from the center of the events (i.e., soccer games). The proposed fields are located a minimum of 100 feet from the edge of the property boundary, and the center of the fields is located a minimum of 375 feet from the closest property line to the south. The noise level would attenuate to 50 dB approximately 400 feet from the center of the sports event. Existing and proposed native vegetation would be located onsite between the fields and the southern property line. During full operation of the sports fields, the noise level may exceed 50 dB by a few decibels within 25 feet of a 150-foot long section of the southern property line, southwest of the proposed dog park. This area consists of a steep slope, dominated by forest vegetation.

Please refer to pages V-218 through V-220 of the Final EIR. The proposed community park site on the East FRP is located within a general level area, within the urban community of Cambria. The project site is zoned for Recreation. Adjacent land use categories include open space (the remainder of the East FRP) and residential. The County of San Luis Obispo Noise Element was the standard used for evaluating potential noise impacts. Pursuant to these standards, stationary noise is to be measured at the property boundary of the proposed use (community park). The hourly noise threshold is 50 decibels. Full operation of the park and sports fields would not be continuous; however, the EIR assumed there would be periods when all four sports fields are in use. Mitigation is recommended to reduce noise, including prohibition of amplified sound. Noise would be generated by persons generating vocal noise

Mitigation is recommended to reduce noise effects to the maximum extent feasible, including prohibition of amplified sound, and use of electric-powered mowers to avoid the generation of mechanical noise. While the noise level may technically exceed the 50 dB hourly threshold (as measured from the property line), the impact is considered less than significant because the affected area is minimal, and consists of a vegetated slope adjacent to the park boundary.

I. HAZARDS AND HAZARDOUS MATERIALS (CLASS II)

1. PROJECT-WIDE

a. HAZARDS AND HAZARDOUS MATERIALS IMPACT 1

HM Impact 1 Increased active and passive use of facilities may result in an increase in service calls and area necessary to patrol, resulting in potentially significant impacts to the Sheriff's Department resources.

1) Mitigation: HM/mm-1

HM/mm-1 Prior to application for land use or construction permits, and prior to site disturbance, the CCSO shall coordinate with the Sheriff's Department to incorporate "Crime Prevention through Environmental Design" standards to the facility and amenity design, where applicable.

2) Findings

Mitigation has been incorporated into the project that reduces HM Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-227 and V-230 of the EIR.

b. HAZARDS AND HAZARDOUS MATERIALS IMPACT 2

HM Impact 2 The threat of accidental fire may significantly increase due to increased use of the FRP and proposed trail construction and maintenance activities, exposing users and residents in adjacent neighborhoods to the hazards associated with wildland fire.

1) Mitigation: HM/mm-2

HM/mm-2 To reduce the potential for wildland fire, the CCSO shall implement the Fire Management and Prevention strategies included in the Management Plan, including, but not limited to:

- a. Creating a defensible zone of 50-300 feet adjacent to the Lodge Hill neighborhood;
- b. Prohibiting smoking and fires of any kind within the FRP;
- c. Clearing dead standing trees, dense underbrush and tree limbs up to six feet above ground;
- d. Posting red flags at staging areas to warn visitors to be careful extra vigilant periods of high fire hazards; and,
- e. Coordinating all ranch maintenance activities with the CFD.

2) Findings

Mitigation has been incorporated into the project that reduces HM Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-224, and V-226 through V-231 of the EIR.

J. WATER SUPPLY (CLASS II)

WATER SUPPLY (CLASS II)

PROJECT WIDE

WATER SUPPLY IMPACT 1

WS Impact 1 Development of the proposed project would potentially result in a direct impact to long-term water supply resources during prolonged drought conditions, resulting in a potentially, significant, adverse impact.

Mitigation: WS/mm-1

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- b. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- c. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

Findings

Implementation of the revised project would not require the use of potable water, and would reduce non-potable water demand by 49 percent. Based on compliance with the adopted Recycled Water Management Plan (2004), and incorporation of identified mitigation measures, potential impacts would be less than significant.

Supportive Evidence

The revised project proposes to use non-potable water obtained from the CCSD's wastewater treatment plant located off of Windsor Boulevard, or a non-potable groundwater extraction well

located near the wastewater treatment facility percolation ponds off of San Simeon Creek Road. The groundwater within the non-potable well consists of a mixture of treated wastewater effluent and groundwater, and will require further testing and possible treatment to ensure compliance with Title 22 requirements. Non-potable water from the wastewater treatment plant would require additional treatment to ensure compliance with Title 22 requirements as well as other related water quality concerns described within the CCSD's adopted *Recycled Water Management Plan*, 2004. Non-potable water would be trucked from the wastewater treatment plant or the non-potable groundwater well for transport to a 16-foot diameter, 16-foot tall water tank (25,000 gallons) located within the community park. Estimated truck trips would be five to six trips per week between the months of May through October. The revised project incorporates water conservation measures listed in the EIR (refer to WS/mm-1), including the use of mixed native deep-rooted and drought tolerant species within the turf area. The total turf area would be 5.05 acres, which is a 49 percent reduction from the proposed project (9.8 acres). Initial establishment of native, drought-tolerant landscaping would require approximately 0.5 afy. As proposed, the estimated non-potable water demand would be 8.58 afy. Once native landscaping is established, the non-potable water demand would decrease to 8.08 afy.

Implementation of this proposed option would substantially reduce WS Impact 1 to less than significant because the water demand would be reduced by 49 percent, and the proposed water source would be non-potable, and would not significantly affect the potable water supply. Should the use of non-potable water precede the CCSD's planned implementation of a desalination facility to augment its potable supply (and consequently increase the amount of treated wastewater entering the San Simeon aquifer through the CCSD's percolation ponds) special consideration and caution regarding stream levels and use of existing CCSD impoundments would be required to avoid increasing the diversion of treated wastewater effluent away from the San Simeon Creek aquifer during the dry season. The CCSD proposes to implement the "no net strategy" identified in the EIR (refer to pages V-248 through V-251 in the EIR, and the adopted *Recycled Water Management Plan*, 2004) to ensure a no net increase in diversions from the San Simeon Creek aquifer.

WATER SUPPLY IMPACT 5

WS Impact 5 Use of recycled water for sports field and landscaping irrigation purposes may result in unacceptable levels of sodium and chloride in the underlying groundwater basin, if treatment to reduce salinity is not implemented.

Mitigation: WS/mm-1, WS/mm-5

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating

the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).

- b. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- c. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-5 Upon application for land use and construction permits from the County for development of the sports fields, if natural turf is proposed, the CCSD shall demonstrate how recycled water would be treated to ensure that it would not increase the groundwater salinity beyond background concentrations (e.g.; use of low pressure reverse osmosis as part of the recycled water effluent treatment process, use of recycled water that would have lower salinity levels following the startup of the CCSD's planned desalination potable water supply project (which will also lower the wastewater plant's effluent salinity), onsite infrastructure plans demonstrating how treatment of irrigation water would occur to lower concentrations (250 parts per million) of sodium and chloride). The CCSD shall submit a proposed water monitoring and testing program to be conducted for the life of the project.

Findings

Mitigation has been incorporated into the project that reduces WS Impact 5 to a less than significant level.

Supportive Evidence

Refer to pages V-238 through V-243, and V-248 through 252 of the EIR.

K. PUBLIC SERVICES AND UTILITIES (CLASS II)

1. PROJECT-WIDE

a. PUBLIC SERVICES AND UTILITIES IMPACT 1

PSU Impact 1 The ability of emergency personnel to efficiently respond to requests for assistance could be impacted by the inability of visitors who are unfamiliar with the property to give adequate directions to the more isolated areas of the FRP, resulting in a potentially significant impact.

1) Mitigation: PSU/mm-1

PSU/mm-1 Upon application for land use and construction permits, and prior to site disturbance for trail development, the CCSD, in consultation with Friends of the Fiscalini Ranch Preserve, will develop a signage plan to address any safety signage needs on the FRP.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-258, V-259, V-261, and V-262 of the EIR.

b. PUBLIC SERVICES AND UTILITIES IMPACT 2

PSU Impact 2 Emergency access throughout the West FRP and parts of the East FRP is limited due to the lack of roads suitable for heavy vehicles, which may require additional emergency personnel to respond to calls, resulting in a potentially significant impact.

1) Mitigation: PSU/mm-2 through PSU/mm-4

PSU/mm-2 Trails proposed for emergency access, including the Marine Terrace Trail and Santa Rosa Creek (West) Trail shall be maintained to ensure function and emergency access throughout the FRP.

PSU/mm-3 The Cambria CSD Fire Department shall acquire a small vehicle capable of carrying rescue personnel and their equipment, as well as individual victims, throughout the FRP, to expedite rescues and evacuations.

PSU/mm-4 Immediately following use of an emergency vehicle on non-emergency access roads on the FRP, the FRP manager shall inspect the trail and implement erosion control measures and site restoration as necessary.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-258, V-259, V-262 of the EIR.

c. PUBLIC SERVICES AND UTILITIES IMPACT 3

PSU Impact 3 The risk of wildfire on the FRP due to visitor negligence may increase with the number of users, increasing the need for fire safety responders, resulting in a potentially significant impact.

1) Mitigation: PSU/mm-5, PSU/mm-6, HM/mm-1, HM/mm-2

PSU/mm-5 Upon application for land use and construction permits and prior to site disturbance for trail development, the FRP sign program shall include signage stating the following, or similar language: “No fire of any kind shall be allowed on the FRP.” Signage shall be placed within parking areas and at

trailheads informing users of the rules and regulations pertaining to fire related hazards.

- PSU/mm-6 The Cambria CSD Fire Department shall continue to engage in annual fuel reduction activities, especially in the urban/wildland interface areas on the north and boundaries of the West FRP, as outlined in the *Public Access and Resource Management Plan*.
- HM/mm-1 Prior to application for land use or construction permits, and prior to site disturbance, the CCSO shall coordinate with the Sheriff's Department to incorporate "Crime Prevention through Environmental Design" standards to the facility and amenity design, where applicable.
- HM/mm-2 To reduce the potential for wildland fire, the CCSO shall implement the Fire Management and Prevention strategies included in the Management Plan, including, but not limited to:
- f. Creating a defensible zone of 50-300 feet adjacent to the Lodge Hill neighborhood;
 - g. Prohibiting smoking and fires of any kind within the FRP;
 - h. Clearing dead standing trees, dense underbrush and tree limbs up to six feet above ground;
 - i. Posting red flags at staging areas to warn visitors to be careful extra vigilant periods of high fire hazards; and,
 - j. Coordinating all ranch maintenance activities with the CFD.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to pages V-224, V-226 through V-231, V-258, V-259, and V-263 of the EIR.

d. PUBLIC SERVICES AND UTILITIES IMPACT 4

PSU Impact 4 The creation of new parking areas, whether planned or spontaneous, will increase the number of locations and opportunities for transient camping and trespassing, possibly resulting in wildfire or other criminal activity, resulting in increased demand for services, and a potentially significant impact.

1) Mitigation: PSU/mm-7, PSU/mm-8, TC/mm-4

PSU/mm-7 Upon application for land use and construction permits from the County for the Community Park on the East FRP, the CCSO or its designee shall submit a lighting plan showing the use of security lighting. Parking areas throughout the FRP shall be designed consistent with the County Sheriff's Department

publication “Crime Prevention through Environmental Design” (CPTED) where applicable.

PSU/mm-8 Turn-outs and other areas not approved for vehicle parking shall be appropriately signed to inform visitors of the no camping and no parking limitations of the FRP.

TC/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include a parking signage program in consultation with the County Public Works Department. The signage program shall guide visitors regarding appropriate parking, and shall be reviewed for concurrence by the Friends of the Fiscalini Ranch Preserve as part of the FRP signage plan.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 4 a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156, V-258, V-259, V-162 through V-165, and V-263 of the EIR.

e. PUBLIC SERVICES AND UTILITIES IMPACT 5

PSU Impact 5 The amount of solid waste generated by the FRP will increase proportionally to the number of visitors, potentially requiring additional trash pick-ups.

1) Mitigation: PSU/mm-9

PSU/mm-9 During management of the FRP, the CCSD or ranch manager shall monitor trash quantity and determine if additional trash and recycling receptacles and trash pick-up days are necessary. Trash receptacles shall be placed at major trailheads at the boundary of the ranch, and adjacent to all parking areas.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 5 a less than significant level.

3) Supportive Evidence

The Revised Community Park Plan proposes eliminating the community center and hard courts and significantly reducing the size of the playing fields, which will result in substantially less trash and recycling materials than the originally proposed Community Park Plan. Refer to pages V-260, V-264, and V-265 of the EIR.

II. FINDINGS FOR IMPACTS IDENTIFIED AS LESS THAN SIGNIFICANT (CLASS III)

The findings below are for Class III Impacts. Class III Impacts are impacts that are adverse but not significant.

A. AGRICULTURAL RESOURCES (CLASS III)

1. EAST FISCALINI RANCH PRESERVE

a. AGRICULTURAL RESOURCES IMPACT 1

AG Impact 1 Proposed improvements on the East FRP would result in the conversion of 27.66 acres of potentially prime, productive agricultural soils within an identified urban area, resulting in a less than significant impact.

1) Mitigation: AG/mm-1

AG/mm-1 Upon application for land use and construction permits from the County of San Luis Obispo for development of the *Community Park Master Plan*, the CCSD or its designee shall submit grading plans incorporating soil capping of potentially productive agricultural soils, where feasible.

2) Findings

There is no evidence that implementation of the project would result in significant impacts to agricultural resources. Mitigation is recommended to further reduce the potential environmental effect.

3) Supportive Evidence

Refer to pages V-48 through V-50, and V-53 through V-56 of the EIR.

B. HAZARDS AND HAZARDOUS MATERIALS (CLASS III)

1. EAST FISCALINI RANCH PRESERVE

a. HAZARDS AND HAZARDOUS MATERIALS IMPACT 3

HM Impact 3 Operation and maintenance of the community park may require the use of hazardous materials, potentially resulting in public exposure.

1) Mitigation: HM/mm-3, HM/mm-4

HM/mm-3 Prior to operation of the community park, the CCSD shall submit a Hazardous Materials Business Plan to the County Division of Environmental Health.

HM/mm-4 Upon application for a land use permit to develop the community park sports fields, the CCSD shall prepare an Integrated Pest Management (IPM) plan to reduce the need for fertilizers, herbicides, and other chemicals. IPM guidelines are provided by the State Green California Best Practices Manual

(www.green.ca.gov). The plan shall include, but not be limited to, the following elements:

- a. Cultural control, including the selection of disease-resistant plant varieties; proper irrigation, fertilization, and pruning; and planting at the right time of year.
- b. Physical control, including changing physical conditions (i.e., temperature, light, or humidity) to prevent pest problems, such as using landscape fabric to shade out weeds and pruning dense plants to allow better air circulation and thus prevent disease.
- c. Mechanical control, including managing pests through manual labor or simple objects, devices, or equipment such as using handheld propane flaming units that cook weeds, installing mowing strips and underlayments, and fastening copper bands around tree trunks or planters to exclude snails and slugs.
- d. Biological control, including the use of beneficial organisms to reduce pest populations. Beneficial organisms include parasitic insects, and predaceous insects, mites, and spiders; bats; birds; amphibians and reptiles.
- e. Reduced-risk pesticides don't endanger living organisms or the environment. Ideally, they break down easily, have narrow specificity, do not kill natural enemies, and do not volatilize around people. Examples of reduced-risk pesticides used for landscaping include the microbial insecticide, *Bacillus thuringiensis*, herbicides and insecticides that contain mint or clove oil, potassium bicarbonate for plant mildews, horticultural oil for sucking insects, and if absolutely necessary, spot-sprayed conventional herbicides.

2) Findings

There is no evidence that implementation of the project would result in significant impacts related to operation and maintenance of the community park. Mitigation is recommended to further reduce the potential environmental effect.

3) Supportive Evidence

With the significant reduction in overall turf proposed in the Revised Community Park Plan, substantially less fertilizer, herbicides and other chemicals will be required. Refer to pages V-231 and V-232 of the EIR.

III. CUMULATIVE AND GROWTH INDUCING IMPACTS

State CEQA *Guidelines* §15355 defines cumulative impacts as

“two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts”. Further, *“the cumulative impact from*

several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.”

The *Guidelines* require the discussion of cumulative impacts to reflect the severity of the impacts and their likelihood of occurrence. However, the discussion need not be as detailed as the analysis of impacts associated with the project, and should be guided by the rule of reason. Cumulative impacts associated with this project are discussed in the topical analysis sections provided in Section V of the Final Mater EIR.

C. CUMULATIVE IMPACTS

1. BIOLOGICAL RESOURCES (CLASS II)

a. BIOLOGICAL RESOURCES IMPACT 12

BIO Impact 12 **The impacts to sensitive species and habitats resulting from development of the proposed project would result in the direct loss of biological resources, and would contribute to the cumulative degradation of biological resources of the area, resulting in a potentially significant cumulative impact.**

1) Mitigation: BIO/mm-1 though BIO/mm-27

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally

sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of

such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.

- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.
- BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation (native to the FRP) to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.
- BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.
- BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential

transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.

- BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.
- BIO/mm-13 Prior to application for land use and construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).
- BIO/mm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.
- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
 - b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end.

If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).

BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.

BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the

construction crews shall understand all terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.

- BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.
- BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.
- BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable.

Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.

- BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.
- BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.
- BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.
- BIO/mm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no

further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the “Staff Report for Mitigating Impacts to the Burrowing Owl” (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).

BIO/mm-27 For the life of the project, no vehicular parking shall be allowed on the Fiscalini Ranch Preserve, with the exception of: existing American Disabilities Act (ADA) parking located at the northern terminus of the Marine Terrace Trail / Bluff Trail; the existing turn-out at the Highway 1 staging area; parking included in the approved Community Park Master Plan on the East Fiscalini Ranch Preserve; and, maintenance and emergency vehicles and equipment.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 12 to a less than significant level.

3) Supportive Evidence

Refer to pages V-59 through 103 of the EIR. Implementation of the Public Access and Management Plan and the Revised Community Park Master Plan, as a whole, would result in permanent and temporary impacts to biologically sensitive freshwater marsh, riparian, native grassland, and Monterey pine forest habitats. These habitats contain or have the potential to contain sensitive plant and animal species, and fall under the jurisdiction of various state and federal resource agencies. The potential impacts to the sensitive species and habitat types discussed in this section, when considered in context with the potential for losses of similar habitats due to the construction of future projects within the County, constitute a cumulative impact to these biological resources. The cumulative impact would be mitigated to less than significant by implementation of mitigation measures identified in the EIR, including implementation of the proposed project (which includes habitat restoration plans and public education programs) and continuous volunteer monitoring by the community and Friends of the Fiscalini Ranch Preserve.

2. TRANSPORTATION AND CIRCULATION (CLASS II)

a. TRANSPORTATION AND CIRCULATION IMPACT 4

TC Impact 4 Implementation of the proposed Revised Community Park Plan would result in the generation of peak hour trips, and would contribute to the

cumulative generation of traffic in the area, resulting in a potentially significant impact.

1) Mitigation: TC/mm-8

TC/mm-8 Upon application for land use and construction permits from the County, the CCSD shall contribute to the North Coast Road Improvement Fund.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 4 to a less than significant level. The proposed Revised Community Park Plan recommends elimination of the community center and hard courts and reduces parking spaces and playing fields, allowing only a maximum of four ongoing games at one time. These changes would reduce peak hour trips compared to the original proposed community park plan.

3) Supportive Evidence

Refer to pages V-171 through V-174 of the EIR.

3. WATER SUPPLY (CLASS II)

a. WATER SUPPLY IMPACT 6

WS Impact 6 Due to the current demand for water resources, and deficient available groundwater supply to meet the demand, implementation of the proposed project including the construction and maintenance of natural turf areas would result in a potentially significant impact.

1) Mitigation: WS/mm-1 and WS/mm-5

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- b. The CCSD shall submit plans identifying drought resistant grasses for playing fields and minimal watering strategies including a seasonal watering schedule. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- c. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-5 Upon application for land use and construction permits from the County for development of the sports fields, if natural turf is proposed, the CCSD shall demonstrate how recycled water would be treated to ensure that it would not increase the groundwater salinity beyond background concentrations (e.g.; use of low pressure reverse osmosis as part of the recycled water effluent treatment process, onsite infrastructure plans demonstrating how treatment of irrigation water would occur to lower concentrations (250 parts per million) of sodium and chloride). The CCSD shall submit a proposed water monitoring and testing program to be conducted for the life of the project.

2) Findings

Implementation of the Revised Community Park Plan would not require the use of potable water, and would reduce non-potable water demand by 49 percent compared to the original proposed plan. Based on compliance with the adopted Recycled Water Management Plan (2004), and incorporation of identified mitigation measures, potential cumulative impacts would be less than significant.

3) Supportive Evidence

The revised project proposes to use non-potable water obtained from the CCSD's wastewater treatment plant located off of Windsor Boulevard, or a non-potable groundwater extraction well located near the wastewater treatment facility percolation ponds off of San Simeon Creek Road. The groundwater within the non-potable well consists of a mixture of treated wastewater effluent and groundwater, and will require further testing and possible treatment to ensure compliance with Title 22 requirements. Non-potable water from the wastewater treatment plant would require additional treatment to ensure compliance with Title 22 requirements as well as other related water quality concerns described within the CCSD's adopted *Recycled Water Management Plan*, 2004. Non-potable water would be trucked from the wastewater treatment plant or the non-potable groundwater well for transport to a 16-foot diameter, 16-foot tall water tank (25,000 gallons) located within the community park. Estimated truck trips would be five to six trips per week between the months of May through October. The revised project incorporates water conservation measures listed in the EIR (refer to WS/mm-1), including the use of mixed native deep-rooted and drought tolerant species within the turf area. The total turf area would be 5.05 acres, which is a 49 percent reduction from the proposed project (9.8 acres). Initial establishment of native, drought-tolerant landscaping would require approximately 0.5 afy. As proposed, the estimated non-potable water demand would be 8.58 afy. Once native landscaping is established, the non-potable water demand would decrease to 8.08 afy.

Implementation of this proposed option would substantially reduce WS Impact 1 to less than significant because the water demand would be reduced by 49 percent, and the proposed water source would be non-potable, and would not significantly affect the potable water supply. Should the use of non-potable water precede the CCSD's planned implementation of a desalination facility to augment its potable supply (and consequently increase the amount of treated wastewater entering the San Simeon aquifer through the CCSD's percolation ponds) special consideration and caution regarding stream levels and use of existing CCSD impoundments would be required to avoid increasing the diversion of treated wastewater effluent away from the San Simeon Creek aquifer during the dry season. The CCSD proposes to implement the "no net strategy" identified in the EIR (refer to pages V-248 through V-251 in the

EIR, and the adopted *Recycled Water Management Plan, 2004*) to ensure a no net increase in diversions from the San Simeon Creek aquifer.

D. GROWTH INDUCING IMPACTS

Pursuant to §15126.2(d) of the State CEQA *Guidelines*, an EIR must address whether a project would directly or indirectly foster growth. §15126.2(d) reads as follows:

“An EIR shall discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Included in this are projects, which would remove obstacles to population growth (a major expansion of wastewater treatment plant, might, for example, allow for more construction in service areas). Increases in the population may further tax existing community service facilities so consideration must be given to this impact. Also discuss the characteristic of some projects, which may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. It must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment.”

As discussed in this section, this analysis evaluates whether the proposed project would directly, or indirectly, induce economic, population, or housing growth in the surrounding environment. The proposed project is being developed in response to deficiency of park space noted in the County General Plan and the public demand for recreation facilities, parks, and public open space amenities in the community of Cambria and north coast area. Implementation of the project would not create opportunities for population growth. Long-term employment opportunities resulting from the project would be minimal, and may include management and maintenance positions. Short-term employment opportunities would include construction-related jobs.

Infrastructure improvements may include connections to the existing water and sewer service line, the extension of Rodeo Grounds Road, and the construction of an emergency access link to Piney Way. The project site is located within the Urban Services Line for the Cambria Community Services District. The project would not extend infrastructure into a currently unserved area.

The northern, eastern, and southern boundaries of the park are currently developed. Implementation of the project would respond to the land use needs of the community and would not result in new unplanned development or residential population growth in the area surrounding the site. In addition, the park facilities, while being developed to meet community needs, would be used by visitors to the area and would contribute, although not significantly, to encouraging visitors to relocate to the community.

Based on the explanation provided above, implementation of the proposed project would not result in significant growth inducing impacts.

IV. FINDINGS FOR ALTERNATIVES TO THE PROPOSED PROJECT

A. INTRODUCTION

An alternative screening analysis was implemented as part of the EIR analysis in order to limit the number of alternatives evaluated in detail. The use of an alternative screening analysis provides the detailed explanation of why some of the alternatives were rejected from further analysis and assures that only the environmentally preferred alternatives are evaluated and compared in the EIR. In addition, this screening analysis uses the “rule of reason” methodology as discussed in CEQA (*Guidelines* §15126.6(f)) that requires that EIRs address a range of only those feasible alternatives that are necessary to permit a reasoned choice.

In defining feasibility of alternatives the CEQA *Guidelines* state: “Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site” (§15126.6(f)(1)). Through the scoping process, if an alternative was found to be infeasible, as defined above, then it was dropped from further consideration. In addition, CEQA states that alternatives should “...attain most of the basic objectives of the project...” (§15126.6(a)). If an alternative was found to not obtain most of the basic objectives of the proposed project, then it was also eliminated.

The basic objectives of the original proposed project that were used in the screening of project alternatives included those that were identified in the *East-West Ranch Public Access and Resource Management Plan* and during development of the *Community Park Master Plan*. Objectives identified in the *Management Plan* include the following:

- Strive for minimum disturbance to the natural qualities of the FRP while allowing appropriate public access
- Protect sensitive habitats and species in all areas of the FRP, including coastal bluffs, coastal terrace, pine forest, riparian and creek corridors, wetlands, and other unique and valuable resources
- Create restoration, enhancement, and management guidelines for the long-term protection of natural resources
- Create design standards and management guidelines for long-term public access improvements
- Provide a method for environmentally sound vegetation management
- Create management guidelines for allowed activities on the FRP
- Provide a public trail system that allows balanced and strategic access, and provides linkages to other local trail systems in the community and to the Coastal Trail
- Site and design all improvements in ways that protect sensitive habitats and the scenic and visual quality of the FRP
- Identify a suitable area for an active community park on the East FRP

- Identify methods to access the FRP, including ADA-compliant parking and transit service that provide necessary public access while avoiding undue impacts to surrounding neighborhoods
- Reduce risk and hazards to FRP users and surrounding neighbor properties, including fire protection, erosion, noise, trespassing, and litter
- Provide guidance on implementation activities, including roles and responsibilities of CCSD and Friends of the Fiscalini Ranch Preserve or their successor, operational and maintenance issues, and prioritization of activities

The objectives of the *Community Park Master Plan* are as follows:

- Provide public, athletic, mixed use field space for youth and adult sports
- Lessen the current deficiency of active recreational opportunities in the community of Cambria consistent with the County General Plan
- Respond to community requests for additional active recreational opportunities and public use areas including a minimum of four multi-use sports fields
- Protect sensitive coastal resources consistent with federal, state, and local guidelines
- Provide affordable facilities to residents and visitors of all ages, including a safe and accessible community recreation center

B.SUMMARY OF ALTERNATIVES CONSIDERED

1. ALTERNATIVES CONSIDERED AND REJECTED

The following alternatives to the proposed project were considered, and rejected, as part of the screening analysis:

a. EAST FRP

1. *Reduced Project – Sports Fields Only:* This alternative considers a community park consisting of sports fields, parking, and operational facilities. This alternative does not increase the number of proposed sports fields, but allows for alternative site design to shift fields away from residential areas to minimize noise levels, and allow for additional parking area to accommodate the project. This alternative considers the same water supply alternatives as for the proposed project. This alternative was rejected because it does not meet the CCSD’s objective to respond to community requests for diverse recreational opportunities, and provide a public community center.
2. *Reduced Project - No Sports Fields:* This alternative considers development of a mixed-use community park, including development of court facilities, a larger dog park, picnic areas, trails, and a community center. CCSD operational facilities and parking are included. Implementation of this alternative would avoid potential noise impacts, reduce traffic trips, reduce the need for parking, and nearly eliminate the need for water resources. This alternative was considered based on public response to the Notice of Preparation; however, this alternative was rejected because it does not meet the CCSD’s objective to provide multi-use sports fields within the community

park.

- 3.
4. Reduced Project – Passive Recreation: This alternative considers a community park supporting passive recreation only, including a dog park, picnic areas, trails, and operational facilities. Implementation of this alternative would minimize noise and traffic impacts, reduce traffic trips and parking demands, and nearly eliminate the need for water resources. This alternative was considered based on public response to the Notice of Preparation; however, this alternative was rejected because it does not meet the CCSD’s objective to provide multi-use sports fields within the community park.
5. Fixed Sports Field – Alternative C: This alternative includes a design similar to the conceptual plan initially considered by the CCSD. This alternative includes fixed designations for the play fields, including two little league baseball fields, one softball field, one soccer field of 1.7 acres and two smaller soccer fields of 1.3 acres each. It also includes basketball, sand volleyball and tennis courts. The active uses on the proposed fields could include soccer, little league baseball, softball and other sports activities. This alternative would provide additional active recreational opportunities and would meet the project objectives; however, it was rejected because it would result in greater impacts than the proposed project, including an inadequate parking area and increased level of noise affecting adjacent noise-sensitive land uses.

b. WEST FRP

Onsite Parking: The West FRP Onsite Parking Alternative was proposed to address existing and future parking demands and deficiencies associated with improvements to the West FRP trail system. This alternative considers onsite parking areas at the terminus of South Windsor Drive (south of the existing bluff trail) and by Huntington Drive (near Guildford Drive). The parking areas at each location would be approximately 900 square feet in size, and would accommodate approximately four cars. Parking areas would not be paved, and would consist of compacted soil. Additional features would include rural-style fencing and placement of erosion and pollution control measures such as straw wattles or hay bales along the perimeter.

Based on more in-depth review of the Management Plan, and receipt of additional information following public review of the Draft EIR, the intent of the Management Plan is to prohibit vehicular parking on the West FRP, with the exception of the Highway 1 staging area, and restricted ADA parking.

Based on further review of this alternative, onsite parking is not considered consistent with the Management Plan objectives regarding sensitive habitats. The CCSD recommends that the only parking on the FRP shall be the two existing ADA parking spaces at the northern terminus of the Marine Terrace Trail (Windsor Boulevard North) and the Highway 1 Staging Area. The Public Access and Management Plan called for one onsite ADA parking space at the Huntington Lot; however, since two ADA parking spaces were constructed as part of the Marine Terrace Trail, CCSD staff recommends that parking at the Huntington Lot not be developed.

In addition, based on further review of ranch resources, and input from the community and FFRP members, the CCSD eliminated the mitigation measure specific to construction of additional parking on the West FRP. Mitigation measures specific to public education and alternative transportation remain in the EIR to address this impact.

Based on these reasons, this alternative is rejected from further consideration.

2. ALTERNATIVES CONSIDERED FOR ANALYSIS

The following alternatives to the proposed project were considered feasible as part of the screening analysis:

a. EAST FRP

1. No Project Alternative: Analysis of this alternative includes the assumption that future development would occur onsite under the Recreation and Open Space land use designations and would likely include development of a community park, trail system, restoration activities, and open space amenities consistent with the adopted *East West Ranch Public Access and Resource Management Plan*. However, *Community Park Master Plan* would not occur as proposed.
2. Reduced Project – Alternative A: This alternative considers a community park consisting of limited active recreation facilities, including a multi-use turf area for field sports, playground, dog park, restrooms, storage/maintenance facility, paths, parking, landscaping, and natural areas. This alternative does not increase the number of proposed sports fields, but allows for alternative site design to shift fields away from residential areas to minimize noise levels, and allow for additional parking area to accommodate the project. This alternative considers the same water supply options (i.e., recycled water, desalination) as for the proposed project.
3. Reduced Project – Alternative B: This alternative was designed to meet the objectives of the project, but reduce the area proposed for sports fields and open lawn, and allow for an alternative design to minimize noise impacts, ground disturbance, and reduce traffic trips and parking demands. This alternative considers the same water supply options (i.e., recycled water, desalination) as for the proposed project.

b. WEST FRP

4. Offsite Parking: This alternative addresses the existing and future parking demand associated with use of the West FRP trail system, and proposes purchase of off-site properties for development of parking facilities. This alternative assumes that the *Community Park Master Plan* would be implemented as proposed.

c. EAST FRP AND WEST FRP PROJECTS

5. Environmentally Superior Alternative: This is the alternative with the least amount of environmental impacts, considering both the East FRP and West FRP projects.

C. FINDINGS

CEQA §15126(d) states that the alternative section of an EIR shall “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project...” §15126(d)(4) continues by stating “if the environmental superior alternative is the “no project” alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives.”

During preparation of preliminary environmental analysis as part of the EIR, the CCSD incorporated modifications to the proposed Community Park Master Plan by including many identified feasible mitigation measures in the revised project as described in Chapter III (Project Description). As noted in the alternatives discussion, environmental impacts related to available water supply and proximity to noise-sensitive land uses would be unavoidable, based on implementation of a project that meets identified objectives.

While the Reduced Project, Alternative B, was identified as the Environmentally Superior Alternative in the Draft EIR, the CCSD developed a Revised Community Park Plan following circulation of the Draft EIR that significantly reduces overall impacts, including water supply and noise. The Revised Community Park Plan dated August 26, 2009, with the incorporation of mitigation measures identified in the Mitigation Monitoring Program, would be the Environmentally Superior Alternative for the East FRP.

The Environmentally Superior Alternative for the West FRP is the Proposed Project as identified in the EIR, with mitigation. Implementation of this alternative with recommended mitigation measures would reduce all potentially significant impacts associated with the *Public Access and Management Plan* to less than significant.

EXHIBIT B

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 acres.
- 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	No improvements
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 capitol 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
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	16.64 acres	N/A
Picnic Areas and Open Lawn	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

Due to the presence of two existing ADA parking spaces at Windsor Boulevard, CCSD staff proposes to eliminate development of this ADA parking area from the Management Plan.

(c) 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 “SeaClift” 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) “Seaclift” 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 mat 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 8.48 acres of developed active and passive recreational areas, 1.38 acres of infrastructure and

CCSD facilities, and 16.64 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 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. 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 composting-type restroom 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 62 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.



RESOLUTION 55-2009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT APPROVING THE FISCALINI RANCH PRESERVE PROJECT AND MAKING FINDINGS IN ACCORDANCE WITH THE REQUIREMENTS OF CEQA

WHEREAS, the Cambria Community Services District (CCSD) is the Lead Agency under the California Environmental Quality Act (CEQA), and is responsible for preparing the Master Environmental Impact Report (EIR) for the Fiscalini Ranch Preserve project; and

WHEREAS, a Final Master EIR for the proposed project, which consists of implementation of the adopted *East West Ranch Management Plan and Conservation Easement* (RRM Design group, 2003), which was adopted by the CCSD on April 24, 2003, and a proposed Community Park Master Plan dated 2007, has been certified by the Board of Directors, and the Board of Directors has determined that it should proceed with the project; and

WHEREAS, Public Resources Code Section 21081.6 requires the lead agency, when making the findings required by Public Resources Code Section 21081(1)(a), to adopt a reporting or monitoring program for the changes to the project which it has adopted, in order to ensure compliance during project implementation.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE CAMBRIA COMMUNITY SERVICES DISTRICT DOES HEREBY:

1. Approve the Fiscalini Ranch Preserve Project as further set forth in Exhibit C, attached hereto and made a part hereof;
2. Finds that changes or alterations have been incorporated into the project to mitigate or avoid significant effects on the environment to the greatest degree practicable. These changes or alterations include mitigation measures and project modifications outlined herein and set forth in more detail in the certified Fiscalini Ranch Preserve Final Master EIR. In addition to making a finding for each significant impact, if the lead agency approves a project with unavoidable significant environmental effects, the Lead Agency is required by CEQA to prepare a Statement of

Overriding Considerations in accordance with Section 15093 of the CEQA Guidelines.

In accordance with the requirements of Section 15091 and 15093 of the CEQA Guidelines, the Board hereby adopts the attached Statement of Findings and Findings of Overriding Consideration for the Fiscalini Ranch Preserve Project, which Statement of Findings and Findings of Overriding Considerations is attached hereto as Exhibit C and made a part hereof;

3. Adopts the Mitigation Monitoring Program set forth in Chapter VIII of the certified Final Master EIR, which includes all of the mitigation measures identified in the certified Final Master EIR and adopted and incorporated into the project, and has been designed to ensure compliance during construction of the proposed project;
4. Finds that new information added to the EIR is not considered significant as defined by Section 15088.5 of the CEQA Guidelines, and does not require recirculation of the EIR for the following reasons:

A. New information added to the EIR clarifies or amplifies impact discussions based on substantial evidence in the record, including information provided by the public, Cambria Community Services District staff, and Friends of the Fiscalini Ranch Preserve (FFRP). Disclosure of biological observations is included in the Final EIR in order to recognize information provided by FFRP biologists, community volunteers, and docents (refer to Chapter V.D. of the EIR). This new information clarifies or amplifies biological resource impacts identified in the Draft EIR. Due to the nature of the project site, and amount of time that may pass before subsequent projects are implemented, review of the environmental setting (including updated biological surveys) will be required as a part of reconsideration of the Master EIR, and initial study of subsequent projects. Additional mitigation measures have been included in the Final EIR based on further consultation with CCSD staff, FFRP representatives, and review of public comments. These mitigation measures are proposed to either clarify mitigation measures or further reduce identified impacts identified in the Draft EIR. Insignificant modifications and additions to the EIR are provided based on updates to County and CCSD plans and policies, which occurred following public circulation of the Draft EIR, and prior to preparation of the Final EIR;

B. No new significant environmental impacts would result from the project or from a new mitigation measure proposed to be implemented;

C. A substantial increase in the severity of an environmental impact would not occur; and,

D. The certified Final Master EIR is adequate, presents conclusions based on evidence in the whole of the record, and allowed for meaningful public review and comment; and,

5. The CCSD as lead agency hereby specifies that the CCSD General Manager is the custodian of the documents and other material which constitute the record of proceedings upon which this decision is based. The location where these materials are located is the CCSD office at 1316 Tamson Drive, Suite 201, Cambria, CA 93428.

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

PASSED AND ADOPTED this 22nd day of October 2009.

Gregory W. Sanders
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Kathy A. Choate
District Clerk

Tim Carmel
District Counsel

Exhibit C

STATEMENT OF FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS FOR THE FISCALINI RANCH PRESERVE MASTER EIR AND ORIGINAL PROPOSED COMMUNITY PARK PLAN

I. FINDINGS FOR IMPACTS IDENTIFIED AS SIGNIFICANT AND UNAVOIDABLE (CLASS I)

Class I impacts are impacts considered significant and unavoidable. The unavoidable significant impacts of the project are found to be acceptable due to overriding considerations (See Section V.III).

A. NOISE (CLASS I)

1. EAST FISCALINI RANCH PRESERVE

a. NOISE IMPACT 3

N Impact 3 Development of the proposed community park would result in the generation of stationary noise levels exceeding acceptable thresholds at the property line of adjacent existing sensitive land uses, resulting in a potentially significant long-term impact.

1) Mitigation: N/mm-3

N/mm-3 Upon application for a Development Plan/Coastal Development Permit from the County of San Luis Obispo, the CCSD shall incorporate the following operational standards into the *Community Park Master Plan*:

- a. All loudspeakers and or amplification of sound shall be prohibited.
- b. The volume of any event should be limited to the immediate area of the event and shall not exceed a maximum noise level of 70 dBA as measured from the property line.
- c. The CCSD shall avoid the use of gas-powered turf mowers, and shall encourage the use of electric mowers for turf maintenance.

2) Findings

Mitigation has been incorporated into the project, which would substantially lessen significant and adverse noise impacts; however, these effects would not be reduced to a level of insignificance. This impact is acceptable by reason of the overriding considerations discussed in Section VIII.

3) Supportive Evidence

Please refer to pages V-218 through V-220 of the Final EIR. The proposed community park site on the East FRP is located within a general level area, within the urban community of Cambria. The project site is zoned for Recreation. Adjacent land use categories include open space (the remainder of the East FRP) and residential. The County of San Luis Obispo Noise Element was the standard used for evaluating potential noise impacts. Pursuant to these standards, stationary noise is to be measured at the property boundary of the proposed use (community park). The hourly noise threshold is 50 decibels. Full operation of the park and sports fields would not be continuous; however, the EIR assumed there would be periods when all sports fields are in use. Mitigation is recommended to reduce noise, including prohibition of amplified sound. Noise would be generated by persons generating vocal noise.

During full use of the sports fields (four youth soccer games and court facilities), the noise level would reach 65 dBA at a distance of approximately 100 feet from the center of the event (i.e., soccer game). The proposed fields are located a minimum of 50 feet from the edge of the property boundary in the southwestern portion of the park. Due to the roughly rectangular shape of the parcel, using site design to create a buffer was not considered feasible. The western edge is approximately 500 feet long, and a 400-foot buffer would be necessary to achieve an hourly noise level of 50 decibels during full operation of the park. A physical separation of approximately 350 to 400 linear feet, 40 to 60 vertical feet, and natural vegetation is located between the proposed active recreational areas and existing residences.

Mitigation is recommended to reduce noise effects to the maximum extent feasible, including prohibition of amplified sound, and use of electric-powered mowers to avoid the generation of mechanical noise.

B. WATER SUPPLY (CLASS I)

1. PROJECT-WIDE

a. WATER SUPPLY IMPACT 1

WS Impact 1 Development of the proposed project would potentially result in a direct impact to long-term water supply resources during prolonged drought conditions, resulting in a potentially, significant, adverse impact.

1) Mitigation: WS/mm-1, WS/mm-4

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating

the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).

- b. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
- c. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- d. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-4

Prior to CCSD Board approval of construction plans for implementation of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall develop plans for a new well from riparian water sources on the East FRP. Proposed plans shall be reviewed and approved by the Friends of the Fiscalini Ranch Preserve and State Coastal Conservancy, and the *Management Plan* shall be amended prior to well development. The well shall be designed to avoid stream flow impacts, and plans shall include a sanitary seal to a clay bed below the elevation of the creek bed, at least 20 feet in depth and a minimum of 150 feet from the creek bank. The well shall be pump tested during extended drought conditions (e.g., 75 percent or less of average rainfall for a minimum period of two years) to document whether there would be any potential effects to stream flow from during operation of the well. Use of on-site wells shall be prohibited if tests demonstrate any affect on stream-flow.

2) Findings

Mitigation has been incorporated into the project, which would lessen significant and adverse water impacts; however, these effects would not be reduced to a level of insignificance. This impact is acceptable by reason of the overriding considerations discussed in Section VIII.

3) Supportive Evidence

The CCSD recognizes that sufficient water supplies from existing entitlements and resources are not available to serve the project at this time (refer to pages V-238 to V-244). Implementation of the proposed community park would require the use of water for irrigation purposes. Several potential options of water supply to serve the project are identified in the EIR, which are based on the CCSD's implementation of the Urban Water Master Plan, including use of recycled water and desalinated water (refer to pages V-242 to V-253). Mitigation measures including use of alternative technologies in restrooms, and intensive water conservation measures would reduce the predicted water demand. Until a sustainable water source is identified and developed by the CCSD, the CCSD acknowledges that development of water-dependent uses would not occur.

b. WATER SUPPLY IMPACT 4

WS Impact 4 The existing demand for water supply currently exceeds the available groundwater supply; therefore, use of existing CCSD wells within the

Santa Rosa Creek and San Simeon Creek valleys for the proposed project would result in a potentially significant, adverse, unavoidable impact.

1) Mitigation: WS/mm-1

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- e. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- f. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
- g. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- h. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

2) Findings

Mitigation has been incorporated into the project, which would lessen significant and adverse water impacts; however, these effects would not be reduced to a level of insignificance. This impact is acceptable by reason of the overriding considerations discussed in Section VIII.

3) Supportive Evidence

The CCSD recognizes that sufficient water supplies from existing entitlements and resources are not available to serve the project at this time (refer to pages V-238 to V-244). Implementation of the proposed community park would require the use of water for irrigation purposes. As discussed on pages V-238 and V-239 of the EIR, the CCSD currently operates well fields in Santa Rosa Creek and Simeon Creek Valleys. Use of these wells is subject to diversion restrictions to prevent adverse impacts to stream water flow. The CCSD is not currently issuing intent to serve letters for water supply to new development. Due to physical and environmental limitations discussed in the EIR, and the current demand for water service from these existing wells, use of CCSD wells for water supply would result in a potentially significant, adverse impact. Mitigation measures including use of alternative technologies in restrooms, and intensive water conservation measures would reduce the predicted water demand. Until a sustainable water source is identified and developed by the CCSD, the CCSD acknowledges that development of water-dependent uses would not occur.

II. FINDINGS FOR IMPACTS IDENTIFIED AS SIGNIFICANT BUT MITIGABLE (CLASS II)

Class II impacts are those which are significant, but they can be mitigated to insignificance by implementation of certain mitigation measures.

A. GEOLOGY AND SOILS (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. GEOLOGY AND SOILS IMPACT 1

GEO Impact 1 Bluff retreat has the potential to undermine the Bluff Trail located on the West FRP.

1) Mitigation: GEO/mm-1

GEO/mm-1 Any additional improvements or additions to the Bluff Trail shall be set back from the bluff top a minimum of 25 feet based on site investigations, Coastal Commission and San Luis Obispo County Department of Planning and Building requirements and guidelines, and to the extent feasible considering protection of wetland resources.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to page V-23 of the EIR.

b. GEOLOGY AND SOILS IMPACT 2

GEO Impact 2 Stormwater runoff within un-stabilized gullies and drainage courses causes erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-2

GEO/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seaclift Gully and portions of the Bluff Trail.
- b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.

- c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
- d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural Resource Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).
- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to page V-24 of the EIR.

c. GEOLOGY AND SOILS IMPACT 3

GEO Impact 3 Implementation of improvements to existing and proposed trail corridors, soil disturbance, and removal of vegetation would cause erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-3

GEO/mm-3 Upon application for land use and construction permits to the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003).
- b. If proposed, final design plans for the Creek to Ridge Trail shall demonstrate that the trail alignment is located over less steep areas, and shall include the use of water bars where needed.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to page V-25 of the EIR.

d. GEOLOGY AND SOILS IMPACT 4

GEO Impact 4 Construction and use of the Terrace to Ridge Trail and Creek to Ridge Trail within areas of saturated soil would result in erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-4

GEO/mm-4 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, for development of the Terrace to Ridge Trail and maintenance of the Creek to Ridge Trail, the CCSD or its designee shall implement appropriate construction methods (i.e., avoid saturated areas, install bridges or raised boardwalks, maintain drainage patterns, etc.) where trails cross wet, boggy areas below springs and seeps.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 4 to a less than significant level.

3) Supportive Evidence

Refer to page V-25 of the EIR.

e. GEOLOGY AND SOILS IMPACT 5

GEO Impact 5 The high shrink-swell characteristic may result in damage to proposed improvements and inconsistent trail surfaces, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-5

GEO/mm-5 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall prepare trail plans showing the use of boardwalks or engineered base along the trails where severely cracked soils are present. Any asphalt concrete pavement (if proposed) shall be designed with sufficient base material and depth to prevent effects of expansive soils. If construction of boardwalks or engineered base is not feasible, the CCSD or its designee shall prepare and implement a site specific maintenance plan to ensure safe trail surfaces. The plan shall identify the person(s) responsible and schedule for maintenance, and proposed activities for trail improvements.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 5 to a less than significant level.

3) Supportive Evidence

Refer to page V-26 of the EIR.

f. GEOLOGY AND SOILS IMPACT 6

GEO Impact 6 The Bluff Trail and Marine Terrace Trail are located within an area potentially affected by a 100-year tsunami event, which would result in a hazard to trail users during the event.

1) Mitigation: GEO/mm-6

GEO/mm-6 The CCSD shall create a plan for evacuation based on the NWS warning guidance and the San Luis Obispo County *Tsunami Emergency Response Plan*. In the event of an anticipated tsunami, the CCSD or ranch manager shall post NWS warnings at each trailhead.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 6 to a less than significant level.

3) Supportive Evidence

Refer to page V-27 of the EIR.

2. EAST FRP

a. GEOLOGY AND SOILS IMPACT 7

GEO Impact 7 Stormwater runoff within un-stabilized gullies and drainage courses causes erosion and down-gradient sedimentation, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-7, GEO/mm-8, GEO/mm-9

GEO/mm-7 Prior to site disturbance and during trail and resource management within the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement Santa Rosa Creek bank stabilization measures identified in the *Public Access and Management Plan* (RRM, 2003).
- b. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

GEO/mm-8 Upon application for land use and construction permits for the Santa Rosa Creek Trail, and prior to site disturbance, the CCSD or its designee shall implement the following measures:

- a. Runoff from Highway 1 shall be conveyed away from the Santa Rosa Creek Trail by tightlining a drain pipe to the base of the stream bank.

- b. For the portion of the trail crossing located under Highway 1, the trail design shall provide adequate head clearance for hikers, and a stable crossing over the rip-rap, pursuant to regulatory and responsible agency requirements, including but not limited to the California Department of Transportation and California Department of Fish and Game.

GEO/mm-9 Upon application for land use and construction permits to implement the *Community Park Master Plan* and prior to site disturbance, the CCSD or its designee shall consult with the County of San Luis Obispo to stabilize the offsite drainage swale in the vicinity of Piney Way. The applicant shall also implement the storm-drain system described in the *Community Park Master Plan Grading and Drainage Concept* (Firma, 2006) to capture runoff from both watersheds in this area and convey runoff across the site to Santa Rosa Creek. The condition of the hillside vegetation shall be monitored prior to finalizing plans for the storm-drain system.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 7 to a less than significant level.

3) Supportive Evidence

Refer to page V-28 of the EIR.

b. GEOLOGY AND SOILS IMPACT 8

GEO Impact 8 The low to moderate shrink-swell characteristic may result in damage to proposed improvements and inconsistent trail surfaces, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-5

GEO/mm-5 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall prepare trail plans showing the use of boardwalks or engineered base along the trails where severely cracked soils are present. Any asphalt concrete pavement (if proposed) shall be designed with sufficient base material and depth to prevent effects of expansive soils. If construction of boardwalks or engineered base is not feasible, the CCSD or its designee shall prepare and implement a site specific maintenance plan to ensure safe trail surfaces. The plan shall identify the person(s) responsible and schedule for maintenance, and proposed activities for trail improvements.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 8 to a less than significant level.

3) Supportive Evidence

Refer to page V-29 of the EIR.

c. GEOLOGY AND SOILS IMPACT 9

GEO Impact 9 Seismic-induced strong ground shaking may affect the stability of proposed structures on the East FRP within the Community Park, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-10

GEO/mm-10 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified geologist to prepare and submit a Probabilistic Seismic Hazard Analysis. The analysis shall determine the design-basis earthquake parameters for the building sites proposed in the *Community Park Master Plan*. Recommendations and requirements presented in the analysis shall be incorporated into construction plans.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 9 to a less than significant level.

3) Supportive Evidence

Refer to page V-30 of the EIR.

d. GEOLOGY AND SOILS IMPACT 10

GEO Impact 10 The potential for liquefaction may affect the stability of proposed improvements and structures on the East FRP within the Community Park, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-11

GEO/mm-11 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall retain a County-approved, qualified geologist to prepare and submit a subsurface investigation of the site. The investigation report shall assess the potential for liquefaction. Building design parameters shall be based on the results of the subsurface investigation. Building foundations shall be founded on competent, native material, not subject to liquefaction.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 10 to a less than significant level.

3) Supportive Evidence

Refer to page V-30 of the EIR.

e. GEOLOGY AND SOILS IMPACT 11

GEO Impact 11 The East FRP is located within an area potentially affected by a 100-year tsunami event, which would result in a hazard to trail and park users during the event.

1) Mitigation: GEO/mm-6

GEO/mm-6 The CCSD shall create a plan for evacuation based on the NWS warning guidance and the San Luis Obispo County *Tsunami Emergency Response Plan*. In the event of an anticipated tsunami, the CCSD or ranch manager shall post NWS warnings at each trailhead.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 11 to a less than significant level.

3) Supportive Evidence

Refer to page V-31 of the EIR.

f. GEOLOGY AND SOILS IMPACT 12

GEO Impact 12 Seismically induced slope failure within the Santa Rosa Creek corridor would cause erosion and subsequent sedimentation, in addition to safety hazards due to un-stabilized soils within the riparian corridor, resulting in a potentially significant impact.

1) Mitigation: GEO/mm-12

GEO/mm-12 Prior to site disturbance and during management of the FRP, the CCSD, or its designee, shall implement stream bank restoration projects within Santa Rosa Creek. Restoration efforts shall be based on consultation with the Natural Resources Conservation Service and all other applicable resource agencies including the California Department of Fish and Game, Regional Water Quality Control Board, and Army Corps of Engineers.

2) Findings

Mitigation has been incorporated into the project that reduces GEO Impact 12 to a less than significant level.

3) Supportive Evidence

Refer to page V-31 of the EIR.

B. HYDROLOGY (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. HYDROLOGY IMPACT 1

HYD Impact 1 Proposed improvements on the West FRP could incrementally affect drainage patterns and flow rates.

1) Mitigation: HYD/mm-1

HYD/mm-1 During restoration activities within the Seaclift Gully, soil stabilization measures shall be implemented to ensure that sedimentation or debris do not move downstream and reduce the drainage capacity of the 36-inch culvert beneath Windsor Boulevard.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to page V-41 of the EIR.

b. HYDROLOGY IMPACT 2

HYD Impact 2 Proposed trail improvements, existing parking areas, boardwalks, gates, benches, and maintenance activities on the West FRP, could incrementally affect drainage patterns and flow rates, or increase the potential for flooding.

1) Mitigation: GEO/mm-2

GEO/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seaclift Gully and portions of the Bluff Trail.
- b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
- c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
- d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural Resource Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented

within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).

- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-24 and -V-42 of the EIR.

2. **EAST FISCALINI RANCH PRESERVE**

a. HYDROLOGY IMPACT 3

HYD Impact 3 Proposed improvements on the East FRP, including trails, maintenance, and community park elements could incrementally affect drainage patterns and flow rates.

1) Mitigation: HYD/mm-2, GEO/mm-2, HM/mm-2

HYD/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance for development of the East FRP, the CCSD or its designee shall submit preliminary grading and drainage plans incorporating the use of bioswales (or a similar method) to facilitate the flow of stormwater towards Santa Rosa Creek. The bioswales (or similar method) shall include best management practices to avoid erosion and scour, and shall include a method for filtering hydrocarbons, sediment and other potential pollutants from stormwater runoff.

GEO/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, prior to site disturbance, and during management of the Fiscalini Ranch Preserve (FRP), the CCSD or its designee shall implement the following measures:

- a. Implement soil stabilization and erosion prevention measures identified in the *Public Access and Management Plan* (RRM, 2003) for the Seacliff Gully and portions of the Bluff Trail.
- b. Plans in conjunction with the Natural Resources Conservation Service (NRCS) shall be developed for the Warren/Trenton Gully.
- c. The streambank restoration project along Santa Rosa Creek west of Highway 1 shall be monitored and evaluated to determine its effectiveness.
- d. Additional restoration and bank stabilization efforts within Santa Rosa Creek shall be implemented based on consultation with the Natural

Resource Conservation Service (NRCS) or Resource Conservation District (RCD); additional regulatory agency consultation shall be implemented within federal and state jurisdictional areas including the California Department of Fish and Game (CDFG), Regional Water Quality Control Board (RWQCB), and Army Corps of Engineers (ACOE).

- e. Streambank restoration plans shall be developed to control bank erosion on the Santa Rosa Creek east bank upstream of the previously restored bank.

HM/mm-4

Upon application for a land use permit to develop the community park sports fields, the CCSD shall prepare an Integrated Pest Management (IPM) plan to reduce the need for fertilizers, herbicides, and other chemicals. IPM guidelines are provided by the State Green California Best Practices Manual (www.green.ca.gov). The plan shall include, but not be limited to, the following elements:

- a. Cultural control, including the selection of disease-resistant plant varieties; proper irrigation, fertilization, and pruning; and planting at the right time of year.
- b. Physical control, including changing physical conditions (i.e., temperature, light, or humidity) to prevent pest problems, such as using landscape fabric to shade out weeds and pruning dense plants to allow better air circulation and thus prevent disease.
- c. Mechanical control, including managing pests through manual labor or simple objects, devices, or equipment such as using handheld propane flaming units that cook weeds, installing mowing strips and underlayments, and fastening copper bands around tree trunks or planters to exclude snails and slugs.
- d. Biological control, including the use of beneficial organisms to reduce pest populations. Beneficial organisms include parasitic insects, and predaceous insects, mites, and spiders; bats; birds; amphibians and reptiles.
- e. Reduced-risk pesticides don't endanger living organisms or the environment. Ideally, they break down easily, have narrow specificity, do not kill natural enemies, and do not volatilize around people. Examples of reduced-risk pesticides used for landscaping include the microbial insecticide, *Bacillus thuringiensis*, herbicides and insecticides that contain mint or clove oil, potassium bicarbonate for plant mildews, horticultural oil for sucking insects, and if absolutely necessary, spot-sprayed conventional herbicides.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-24, V-42, V-43, and V-231 of the EIR.

b. HYDROLOGY IMPACT 4

HYD Impact 4 Proposed structures on the East FRP, within the proposed Community Park, including a storage and maintenance building would be located within the 100-flood zone, and would potentially obstruct floodwaters.

1) Mitigation: HYD/mm-3

HYD/mm-3 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance, the CCSD or its designee shall submit plans demonstrating that no buildings shall be located within the 100-year flood zone, or that any structures would be located one foot above the 100-year flood zone.

2) Findings

Mitigation has been incorporated into the project that reduces HYD Impact 4 to a less than significant level

3) Supportive Evidence

Refer to page V-44 of the EIR.

C. BIOLOGICAL RESOURCES (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. BIOLOGICAL RESOURCES IMPACT 1

BIO Impact 1 Construction of trails and associated improvements has potential to impact riparian and wetland habitat associated with Santa Rosa Creek and various smaller drainages and seasonal wetland areas both within and downstream from the West FRP, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through BIO/mm-9

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish

and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

- BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species (native to the FRP), and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.
- BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 1 to a less than significant level

3) Supportive Evidence

Refer to pages V-64, V-67, V-65, V-72, V-73, and V-88 of the EIR.

b. BIOLOGICAL RESOURCES IMPACT 2

BIO Impact 2 **Implementation of proposed trail improvements to the Ridge Trail, Forest Loop Trail, Victoria Lane Trail, Meander Trail, Creek to Ridge Trail, Wallbridge Trail, and Terrace to Ridge Trail has potential to impact sensitive plant species and native habitats including Cambria morning glory, San Luis Obispo paint brush, compact cobwebby thistle, Monterey pine forest, and native grassland present within and adjacent to proposed trail routes, resulting in a potentially significant impact.**

1) Mitigation: BIO/mm-10, BIO/mm-11, BIO/mm-12

BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.

BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.

BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project

shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 2 to a less than significant level

3) Supportive Evidence

Refer to pages V-68 through V-79, and V-91 of the EIR.

c. BIOLOGICAL RESOURCES IMPACT 3

BIO Impact 3 Realignment of trails to avoid special status plant species may result in potentially significant impacts to cultural resources.

1) Mitigation: BIO/mm13, CULT/mm-1 through CULT/mm-8

BIO/mm-13 Prior to application for land use and construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).

CULT/mm-1 Upon preparation of grading and construction plans for the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an “Environmentally Sensitive Area” (ESA), and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA or ESA buffer.

- a. If due to other significant environmental constraints, any known archaeological sites (ESAs) cannot feasibly be avoided, the CCSD or its designee shall retain a County-approved, qualified subsurface archaeologist to conduct a Phase II subsurface survey. The Phase II subsurface survey shall provide recommendations, if necessary, for further study, which may include a Phase III data recovery program. The CCSD

or its designee shall implement the recommendations proposed in the Phase II subsurface survey report.

- CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:
- a. List of qualified cultural resources personnel involved in the monitoring activities;
 - b. Description of how the cultural resources monitoring shall occur;
 - c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
 - d. Description of what resources are expected to be encountered;
 - e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
 - f. Description of procedures for halting work on the site and notification procedures;
 - g. Description of monitoring reporting procedures.
- CULT/mm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.
- CULT/mm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.
- CULT/mm-5 Prior to preparation of grading and construction plans for the Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an ESA

and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA.

CULT/mm-6 Upon implementation of proposed trail and amenity improvements, the CCSD or its designee shall implement a sign program for the protection of environmental resources. Signage shall include the following, or similar, language: "Please stay on designated trails. Disturbance of sensitive biological habitats and collection of artifacts such as arrowheads, old bottles, and other materials is extremely damaging". At a minimum, signage shall be placed at trailheads.

CULT/mm-7 Prior to site disturbance associated with the Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail, the applicant shall retain a qualified historical archaeologist (approved by the CCSD and County Environmental Coordinator) to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-8 Upon completion of all monitoring/mitigation activities, the consulting historical archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-92, V-93, and V-111 through V-115 of the EIR.

d. BIOLOGICAL RESOURCES IMPACT 4

BIO Impact 4 Construction activities could result in direct disturbance to terrestrial species dens or nests, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-14

BIO/mm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey

report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.

- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
- b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 4 to a less than significant level

3) Supportive Evidence

Refer to pages V-76, V-80 through V-82, and V-93 of the EIR.

e. BIOLOGICAL RESOURCES IMPACT 5

BIO Impact 5 Trail construction has potential to directly impact aquatic wildlife species and habitats associated with Santa Rosa Creek both within the project area and downstream from the site, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through BIO/mm-7, BIO/mm-15 through BIO/mm-24

- BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.
- BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities

requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.

- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).
- BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern

pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.

BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction crews shall understand all terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.

BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.

BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete

construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.

- BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable. Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.
- BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.
- BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 5 to a less than significant level

3) Supportive Evidence

Refer to pages V-64 through V-67, V-70, V-72, V-76, V-80 through 82, and V-94 of the EIR.

f. BIOLOGICAL RESOURCES IMPACT 6

BIO Impact 6 **Trail construction and tree pruning or removal activities within and adjacent to the riparian corridor of Santa Rosa Creek, and in Monterey pine forest and annual grassland habitats, has potential to impact nesting birds during the typical nesting season (February 15 to September 1), and burrowing owl throughout the year, resulting in a potentially significant impact.**

1) Mitigation: BIO/mm-25, BIO/mm-26

BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.

BIO/mm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all

measures identified in the “Staff Report for Mitigating Impacts to the Burrowing Owl” (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 6 to a less than significant level

3) Supportive Evidence

Refer to pages V-63 through V-76, V-80 through V-82, V-97, and V-98 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. BIOLOGICAL RESOURCES IMPACT 7

BIO Impact 7 Construction of trails, recreational fields, the Piney Way emergency access road, and associated improvements has potential to impact riparian and wetland habitat associated with Santa Rosa Creek and seasonal wetland areas both within, adjacent to, and downstream from the East FRP, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through BIO/mm-9

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSD, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

BIO/mm-2 Prior to construction, the CCSD or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of

communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles

shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.

BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species, and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.

BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 7 to a less than significant level.

3) Supportive Evidence

Refer to pages V-64 through V-67, V-83, V-85 and V-99 of the EIR.

b. BIOLOGICAL RESOURCES IMPACT 8

BIO Impact 8 Construction of the East FRP portion of the project has potential to impact sensitive plant species and native habitats including Cambria morning glory, Monterey pine forest, and native grassland present within

and adjacent to proposed trails, recreational fields, and associated development areas, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-10, BIO/mm-11, BIO/mm-12

- BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.
- BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.
- BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 8 to a less than significant level

3) Supportive Evidence

Refer to pages V-63 through V-69, V-76 through 87, and V-100 of the EIR.

c. BIOLOGICAL RESOURCES IMPACT 9

BIO Impact 9 Construction activities could result in direct disturbance to terrestrial species dens or nests, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-14

BIO/mm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.

- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
- b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 9 to a less than significant level

3) Supportive Evidence

Refer to pages V-80 through V-82, V-84, and V-100 of the EIR.

d. BIOLOGICAL RESOURCES IMPACT 10

BIO Impact 10 Trail and recreational facility construction has potential to directly impact aquatic wildlife species and habitats associated with Santa Rosa Creek both within the project area and downstream from the site, resulting in a potentially significant impact.

1) Mitigation: BIO/mm-1 through mm-9, /mm-15 through mm-24, HYD/mm-2

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSO, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

BIO/mm-2 Prior to construction, the CCSO or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.
- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.

- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species, and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.
- BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.
- BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).
- BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs [digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and

Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.

BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction crews shall understand all terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.

BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.

BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.

- BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable. Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.
- BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.
- BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.
- HYD/mm-2 Upon application for land use and construction permits from the County of San Luis Obispo, and prior to site disturbance for development of the East FRP, the CCSD or its designee shall submit preliminary grading and drainage plans incorporating the use of bioswales (or a similar method) to facilitate the flow of stormwater towards Santa Rosa Creek. The bioswales (or similar method) shall include best management practices to avoid erosion and scour, and shall include a method for filtering hydrocarbons, sediment and other potential pollutants from stormwater runoff.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 10 to a less than significant level

3) Supportive Evidence

Refer to pages V-24, V-42, V-64 through V-70, V-80 through V-82, V-84 through V-87, V-100 and V-101.

e. BIOLOGICAL RESOURCES IMPACT 11

BIO Impact 11 Trail construction and tree pruning or removal activities within and adjacent to the riparian corridor of Santa Rosa Creek, removal of eucalyptus trees, and in Monterey pine forest and annual grassland habitats, has potential to impact nesting birds during the typical nesting season (February 15 to September 1), and burrowing owls throughout the year, resulting in a potentially significant impact.

1) Mitigation

BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.

BIO/mm-26 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently

observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the “Staff Report for Mitigating Impacts to the Burrowing Owl” (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 11 to a less than significant level

3) Supportive Evidence

Refer to pages V-63 through V-70, V-80 through V-82, V-76 through V-87, V-101, and V-102 of the EIR.

D. CULTURAL RESOURCES (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. CULTURAL RESOURCES IMPACT 1

CULT Impact 1 Development of the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail would result in direct disturbance of known significant archaeological sites, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-1 through CULT/mm-4

CULT/mm-1 Upon preparation of grading and construction plans for the Ridge Trail, Forest Loop Trail, Meander Trail, Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an “Environmentally Sensitive Area” (ESA), and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA or ESA buffer.

- a. If due to other significant environmental constraints, any known archaeological sites (ESAs) cannot feasibly be avoided, the CCSD or its designee shall retain a County-approved, qualified subsurface archaeologist to conduct a Phase II subsurface survey. The Phase II subsurface survey shall provide recommendations, if necessary, for

further study, which may include a Phase III data recovery program. The CCSD or its designee shall implement the recommendations proposed in the Phase II subsurface survey report.

CULT/mm-2

Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:

- a. List of qualified cultural resources personnel involved in the monitoring activities;
- b. Description of how the cultural resources monitoring shall occur;
- c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- d. Description of what resources are expected to be encountered;
- e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
- f. Description of procedures for halting work on the site and notification procedures;
- g. Description of monitoring reporting procedures.

CULT/mm-3

Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-4

Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 1 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, and V-112 of the EIR.

b. CULTURAL RESOURCES IMPACT 2

CULT Impact 2 Realignment of trails to avoid significant cultural sites may result in potentially significant impacts to biological resources, including sensitive habitats and special-status plant species.

1) Mitigation: BIO/mm-5, and BIO/mm-10 through BIO/mm-13

BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.

BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.

BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed

during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.

BIO/mm-13 Prior to application for land use and construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 2 to a less than significant level

3) Supportive Evidence

Refer to pages V-91, V-92, and V-113.

c. CULTURAL RESOURCES IMPACT 3

CULT Impact 3 Construction, improvements to, and maintenance of the proposed Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail may result in the disturbance and destruction of unknown subsurface cultural resources, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-2 through CULT/mm-5

CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:

- a. List of qualified cultural resources personnel involved in the monitoring activities;
- b. Description of how the cultural resources monitoring shall occur;

- c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- d. Description of what resources are expected to be encountered;
- e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
- f. Description of procedures for halting work on the site and notification procedures;
- g. Description of monitoring reporting procedures.

CULT/mm-3 Prior to site disturbance, the applicant shall retain a qualified archaeologist (approved by the CCSD and County Environmental Coordinator) and Native American to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-4 Upon completion of all monitoring/mitigation activities, the consulting archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

CULT/mm-5 Prior to preparation of grading and construction plans for the Victoria Lane Trail, Wallbridge Trail, and Terrace to Ridge Trail and prior to application for construction permits from the County of San Luis Obispo for these trails, the CCSD or its designee shall submit plans showing the avoidance of known archaeological sites. The plan shall note the boundaries of the site as an ESA and shall include a 50-foot buffer around the ESA. No grading, storage of materials or equipment, or use of equipment shall occur within the ESA.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, V-112, and V-114 of the EIR.

d. CULTURAL RESOURCES IMPACT 4

CULT Impact 4 Implementation of the proposed Management Plan on the West FRP may result in increased looting of significant cultural materials, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-6

CULT/mm-6 Upon implementation of proposed trail and amenity improvements, the CCSD or its designee shall implement a sign program for the protection of environmental resources. Signage shall include the following, or similar, language: "Please stay on designated trails. Disturbance of sensitive biological habitats and collection of artifacts such as arrowheads, old bottles, and other materials is extremely damaging". At a minimum, signage shall be placed at trailheads.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 4 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, and V-114 of the EIR.

e.

f. CULTURAL RESOURCES IMPACT 5

CULT Impact 5 Implementation of the proposed Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail may result in the disturbance of historical artifacts, resulting in a potentially significant impact.

1) Mitigation: CULT/mm-2, CULT/mm-7, and CULT/mm-8

CULT/mm-2 Prior to application for construction permits from the County of San Luis Obispo (or prior to approval of final plans by the CCSD) for trail construction on the FRP, the CCSD or its designee shall submit a monitoring plan, prepared by a subsurface-qualified archaeologist, for the review and approval by the County Environmental Coordinator. If a County permit is not required, the plan shall be approved by the CCSD. The monitoring plan shall be integrated with other required site specific monitoring plans and the SWPPP (BIO/mm-1, BIO/mm-2, and BIO/mm-3) and shall include at a minimum with regard to cultural resources:

- a. List of qualified cultural resources personnel involved in the monitoring activities;
- b. Description of how the cultural resources monitoring shall occur;
- c. Description of frequency of monitoring (e.g., full-time, part time, spot checking);
- d. Description of what resources are expected to be encountered;

- e. Description of circumstances that would result in the halting of work at the project site (e.g., What is considered “significant” archaeological resources?);
- f. Description of procedures for halting work on the site and notification procedures;
- g. Description of monitoring reporting procedures.

CULT/mm-7 Prior to site disturbance associated with the Creek to Forest Trail, Santa Rosa Creek Trail (west), and Creek to Ridge Trail, the applicant shall retain a qualified historical archaeologist (approved by the CCSD and County Environmental Coordinator) to monitor all earth disturbing activities, per the approved monitoring plan. If any significant archaeological resources or human remains are found during monitoring, work shall stop within the immediate vicinity (precise area to be determined by the archaeologist in the field) of the resource until such time as the resource can be evaluated by an archaeologist and any other appropriate individuals. The applicant shall implement the mitigation as required by the Environmental Coordinator.

CULT/mm-8 Upon completion of all monitoring/mitigation activities, the consulting historical archaeologist shall submit a report to the CCSD and County Environmental Coordinator summarizing all monitoring/mitigation activities and confirming that all recommended mitigation measures have been met.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 5 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, V-112, and V-115 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. CULTURAL RESOURCES IMPACT 6

CULT Impact 6 During construction activities associated with the Santa Rosa Creek Trail and community park, unknown cultural resources may be discovered. Disturbance, destruction, or looting of such resources would result in a potentially significant impact.

1) Mitigation: CULT/mm-9

CULT/mm-9 In the event archaeological or historical resources are unearthed or discovered during any construction activities, the following shall apply:

- a. Construction activities shall cease, and the CCSD or its designee, the County Environmental Coordinator, and County Planning Department shall be notified so that the extent and location of discovered materials may be recorded by a qualified archaeologist or historian (as applicable), and disposition of artifacts may be accomplished in accordance with state and federal law.
- b. In the event archaeological resources are found to include human remains, or in any other case when human remains are discovered during construction, the County Coroner is to be notified in addition to the CCSD, County Environmental Coordinator, and County Planning Department so proper disposition may be accomplished.
- c. Implement CULT/mm-1 through CULT/mm-8 as applicable.

2) Findings

Mitigation has been incorporated into the project that reduces CULT Impact 6 to a less than significant level

3) Supportive Evidence

Refer to pages V-107 through 110, V-112, and V-116 of the EIR.

E. AESTHETIC RESOURCES (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. AESTHETIC RESOURCES IMPACT 1

AES Impact 1 **Visibility of a pedestrian bridge over Highway 1 could result in highly noticeable built element contrasting with the natural setting of the Scenic Highway, the FRP, and the community of Cambria and could substantially degrade visual quality, resulting in a potentially significant impact.**

1) Mitigation: AES/mm-1, AES/mm-2, AES/mm-3

AES/mm-1 Upon preparation of plans for the pedestrian bridge, and prior to application for land use and construction permits from the County and an encroachment permit from Caltrans, the CCSD or its designee shall develop an architectural review board to design the pedestrian bridge. The board shall consist of architects, planners, builders and interested citizens from the community.

AES/mm-2 Upon application for land use and construction permits from the County for the pedestrian bridge over Highway 1, the CCSD or its designee shall provide plans for the bridge to the California Department of Transportation and the County of San Luis Obispo Department of Planning and Building for review and approval. Proposed plans shall include the following elements:

- a. The pedestrian bridge shall be designed to be subordinate to, and blend with, the rural character of the area.

- b. Where feasible, portions of the bridge shall be screened utilizing native vegetation, however, such vegetation, when mature, must also be selected and sited in such a manner as to not obstruct major public views.
- c. The location and design of the bridge shall minimize the need for tree removal, and if trees are required to be removed, the site shall be replanted with similar species or other species which are reflective of the community character.
- d. Colors and materials shall be selected to blend into the surrounding landscape, and shall also comply with California Department of Transportation requirements.

AES/mm-3 Upon application for land use and construction permits from the County for the pedestrian bridge over Highway 1, the CCSD or its designee shall provide a comprehensive visual impact assessment to the California Department of Transportation and the County of San Luis Obispo Department of Planning and Building for review and approval.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 1 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through V-131, and V-141 of the EIR.

b. AESTHETIC RESOURCES IMPACT 2

AES Impact 2 Trails and access roads that visually contrast with the surrounding landscape could be seen from great distances as scars on the land and could adversely affect the natural visual setting of the FRP and coastline, resulting in a potentially significant impact.

1) Mitigation: AES/mm-4

AES/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:

- a. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent land cover.
- b. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather surfaces," American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to

match the color of the adjacent soil. This requirement shall also apply to all road-related culverts, rock slope protection, and drainage systems.

- c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, all slopes shall include slope-rounding to reduce the engineered appearance of the earthwork.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 2 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 131, and V-142 through V-144 of the EIR.

c. AESTHETIC RESOURCES IMPACT 3

AES Impact 3 Signage required for proposed trails, parking and staging, interpretive, safety and other purposes could block scenic views and create visual clutter on the FRP, the Highway 1 corridor and the community of Cambria, resulting in a potentially significant impact.

1) Mitigation: AES/mm-5

AES/mm-5 Upon application for land use and construction permits from the County, and prior to site disturbance, a signage plan shall be prepared, and shall include the following standards and concepts:

- a. All signs shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent land cover. Exceptions shall be made in keeping with applicable ADA and safety standards.
- b. All signs shall be the minimum size necessary for their intended purpose, in keeping with applicable ADA and safety standards.
- c. All signs shall be placed in the least visually obtrusive location possible consistent with their intended purpose, without blocking views of the Pacific Ocean or other scenic resources, and in keeping with applicable ADA and safety standards.
- d. The proposed signage plan shall be developed by the CCSD and Friends of the Fiscalini Ranch Preserve, and incorporated into the Management Plan prior to submittal to the County.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 3 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 125, and V-145 of the EIR.

d. AESTHETIC RESOURCES IMPACT 4

AES Impact 4 Maintenance activities inconsistent with the aesthetic goals of the *Public Access and Management Plan* could result in adverse visual impacts.

1) Mitigation: AES/mm-6

AES/mm-6 All maintenance work within the FRP shall comply with the visual appearance requirements of the various sections of the *Public Access and Management Plan*. Special attention shall be given to paint and finish colors, imported fill and surfacing materials, replacement plants, and soil disturbance.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 4 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 125, and V-145 of the EIR.

e. AESTHETIC RESOURCES IMPACT 5

AES Impact 5 Screen planting installed at the time of the related plan improvement could result in significant short term visual impacts due to the time required for planting to mature and become effective.

1) Mitigation: AES/mm-7

AES/mm-7 Upon implementation of the *Public Access and Management Plan*, short-term actions of phased improvements shall include the following concept:

- a. Install and maintain visual screen planting where feasible at areas identified in the *Management Plan* and subsequent visual assessments as areas likely to require screening in the future.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 5 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through V-125, and V-146 of the EIR.

f. AESTHETIC RESOURCES IMPACT 6

AES Impact 6 Visibility of a central staging area adjacent to Highway 1 could result in highly noticeable built elements and clutter contrasting with the natural setting of the Scenic Highway, the FRP, and the community of Cambria, and could substantially degrade visual quality, resulting in a potentially significant impact.

1) Mitigation: AES/mm-8

AES/mm-8 Upon application for land use and construction permits from the County, and prior to site disturbance to establish the Highway 1 central staging area, the CCSD or its designee shall provide a comprehensive visual impact assessment to the County of San Luis Obispo Department of Planning and Building for review and approval. This plan shall incorporate the following elements:

- a. Visual screening from Highway 1, location of any structures to minimize views from Highway 1.
- b. Shielded lighting (if lighting is proposed).
- c. Appropriate colors and materials consistent with the County of San Luis Obispo Community Plan, County Design Guidelines, and *Public Access and Management Plan*.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 6 to a less than significant level

3) Supportive Evidence

Refer to pages V-119 through 131, and V-146 of the EIR.

g. AESTHETIC RESOURCES IMPACT 7

AES Impact 7 Visibility of a highly contrasting imported fill and topsoil material for gully stabilization could result in a noticeable earthwork operation, inconsistent with the natural setting of the FRP and coast, resulting in a potentially significant impact.

1) Mitigation: AES/mm-9

AES/mm-9 During restoration activities associated with the Seacraft gully, all topsoil and fill material used for gully repair and exposed to view shall be similar in color and brightness to the soil of the adjacent native ground.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 7 to a less than significant level.

3) Supportive Evidence

Refer to pages V-119 through 125, and V-147 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. AESTHETIC RESOURCES IMPACT 8

AES Impact 8 Trails and access roads that visually contrast with the surrounding landscape could be seen from great distances as scars on the land and could adversely affect the natural visual setting of the East FRP, resulting in a potentially significant impact.

1) Mitigation: AES/mm-4

AES/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance, proposed trail and road design plans shall include the following standards and concepts:

- c. All boardwalks, bridges, retaining structures, edge stops, railing and other visible features shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent land cover.
- d. All path and access road surfaces, including emergency and maintenance vehicle roads shall match the color of the adjacent native earth. Decomposed granite and polymer surfaces, "all-weather surfaces," American Disabilities Act (ADA) compliant stable surfaces, and compacted imported earth surfaces shall be designed and constructed to match the color of the adjacent soil. This requirement shall also apply to all road-related culverts, rock slope protection, and drainage systems.
- c. All trail and road design shall minimize grading by following the natural contours of the land as much as possible. Where grading is unavoidable, all slopes shall include slope-rounding to reduce the engineered appearance of the earthwork.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 8 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, V-147, and V-148 of the EIR.

b. AESTHETIC RESOURCES IMPACT 9

AES Impact 9 Signage required for proposed trails, staging, interpretive, safety and other purposes could block scenic views and create visual clutter on the

FRP, the Highway 1 corridor and the community of Cambria, resulting in a potentially significant impact.

1) Mitigation: AES/mm-5

- AES/mm-5 Upon application for land use and construction permits from the County, and prior to site disturbance, a signage plan shall be prepared, and shall include the following standards and concepts:
- a. All signs shall be made of natural or natural appearing materials that have low reflective qualities and do not visually contrast with the natural colors of the adjacent land cover. Exceptions shall be made in keeping with applicable ADA and safety standards.
 - b. All signs shall be the minimum size necessary for their intended purpose, in keeping with applicable ADA and safety standards.
 - c. All signs shall be placed in the least visually obtrusive location possible consistent with their intended purpose, without blocking views of the Pacific Ocean or other scenic resources, and in keeping with applicable ADA and safety standards.
 - d. The proposed signage plan shall be developed by the CCSD and Friends of the Fiscalini Ranch Preserve, and incorporated into the Management Plan prior to submittal to the County.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 9 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, and V-148 of the EIR.

c. AESTHETIC RESOURCES IMPACT 10

AES Impact 10 Maintenance activities inconsistent with the aesthetic goals of the *Public Access and Management Plan* could result in adverse visual impacts.

1) Mitigation: AES/mm-6

- AES/mm-6 All maintenance work within the FRP shall comply with the visual appearance requirements of the various sections of the *Public Access and Management Plan*. Special attention shall be given to paint and finish colors, imported fill and surfacing materials, replacement plants, and soil disturbance.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 10 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, and V-148 of the EIR.

d. AESTHETIC RESOURCES IMPACT 11

AES Impact 11 Screen planting installed at the time of the related plan improvement could result in significant short term visual impacts due to the time required for planting to mature and become effective.

1) Mitigation: AES/mm-7

AES/mm-7 Upon implementation of the *Public Access and Management Plan*, short-term actions of phased improvements shall include the following concept:

- b. Install and maintain visual screen planting where feasible at areas identified in the *Management Plan* and subsequent visual assessments as areas likely to require screening in the future.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 11 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, and V-149 of the EIR.

e. AESTHETIC RESOURCES IMPACT 12

AES Impact 12 Proposed structures and security lighting within the future community park could result in development that would be out of character with the setting resulting in adverse visual impacts to the community.

1) Mitigation: AES/mm-10, AES/mm-11

AES/mm-10 Upon application for land use and construction permits from the County for the community park, the CCSD or its designee shall provide a comprehensive visual impact assessment of proposed buildings and associated structural improvements to the County of San Luis Obispo Department of Planning and Building for review and approval. Proposed structures shall comply with the following performance standards:

- a. The proposed design shall include elements consistent with the rural character of Cambria.

- b. Colors and materials shall consist of earthtone, muted colors consistent with surrounding natural vegetation.
- c. Roof materials shall be non-reflective.

AES/mm-11 Upon application for land use and construction permits from the County for the community park, the CCSD or its designee shall provide a security lighting plan showing shielded fixtures and the use of motion sensors. Exterior lighting shall be limited to security lighting on the community center restrooms, bridge, playground, and parking area. All exterior lighting shall be shielded and directed to the ground. All exterior lighting shall not be directed towards the sky, a structure wall, or towards the property boundary.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 12 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, V-149, and V-150 of the EIR.

f. AESTHETIC RESOURCES IMPACT 13

AES Impact 13 Visibility of the relocated water facility or County storage yard from Rodeo Grounds Drive or other public roads or areas could result in cluttered views incompatible with the adjacent community and future park, resulting in a potentially significant impact.

1) Mitigation: AES/mm-12

AES/mm-12 Upon application for land use and construction permits from the County to relocate the CCSD water works or County storage yard, the CCSD or its designee shall submit design plans including, but not limited to, the following elements:

- a. The proposed design shall include elements consistent with the rural character of Cambria.
- b. Colors and materials shall consist of earthtone, muted colors consistent with surrounding natural vegetation.
- c. Landscape screening, consisting of native (native to the FRP), drought-tolerant plant and shrub species, shall provide a minimum of 50 percent screening from the park area.
- d. Stored and stockpiled materials shall be shielded from view by solid fencing and/or native vegetation, or the proposed structures.

AES/mm-13 Upon application for land use and construction permits from the County to relocate the CCSD water facility or County storage yard, the CCSD or its designee shall provide a comprehensive Visual Impact Assessment to the

County of San Luis Obispo Department of Planning and Building for review and approval.

2) Findings

Mitigation has been incorporated into the project that reduces AES Impact 13 to a less than significant level.

3) Supportive Evidence

Refer to pages V-125 through V-131, V-150, and V-151 of the EIR.

F. TRANSPORTATION AND CIRCULATION (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

a. TRANSPORTATION AND CIRCULATION IMPACT 1

TC Impact 1 Implementation of the proposed *Public Access and Management Plan* would result in an increase in visitors to the FRP, and vehicle trips within adjacent neighborhoods, resulting in a potentially significant impact.

1) Mitigation: TC/mm-1 through TC/mm-3

TC/mm-1 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include the installation of bike racks at selected trailheads at the boundary of the West FFRP to encourage alternative transportation methods. Selected trailheads shall include, but not be limited to, the Bluff Trail, Ridge Trail, Wallbridge Trail, and Santa Rosa Creek Trail.

TC/mm-2 The CCSD or FRP Manager shall continue to coordinate with the Cambria Trolley service to determine appropriate days of service and trolley stop locations on and in the immediate vicinity of the West FRP.

TC/mm-3 Upon preparation of informational publications regarding the West FRP, the CCSD shall include a description of and encourage alternative transportation methods to access the FRP, including trolley stops, bicycle routes, and pedestrian walkways.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156, V-162, and V-163 of the EIR.

b. TRANSPORTATION AND CIRCULATION IMPACT 2

TC Impact 2 Implementation of the proposed *Public Access and Management Plan* would result in an increased demand for parking within adjacent neighborhoods, resulting in a potentially significant impact.

1) Mitigation: TC/mm-1 through TC/mm-4

TC/mm-1 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include the installation of bike racks at selected trailheads at the boundary of the West FFRP to encourage alternative transportation methods. Selected trailheads shall include, but not be limited to, the Bluff Trail, Ridge Trail, Wallbridge Trail, and Santa Rosa Creek Trail.

TC/mm-2 The CCSD or FRP Manager shall continue to coordinate with the Cambria Trolley service to determine appropriate days of service and trolley stop locations on and in the immediate vicinity of the West FRP.

TC/mm-3 Upon preparation of informational publications regarding the West FRP, the CCSD shall include a description of and encourage alternative transportation methods to access the FRP, including trolley stops, bicycle routes, and pedestrian walkways.

TC/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include a parking signage program in consultation with the County Public Works Department. The signage program shall guide visitors regarding appropriate parking, and shall be reviewed for concurrence by the Friends of the Fiscalini Ranch Preserve as part of the FRP signage plan.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156, and V-162 through V-165 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

a. TRANSPORTATION AND CIRCULATION IMPACT 3

TC Impact 3 Implementation of the proposed *Community Park Master Plan* would result in a parking demand exceeding proposed supply, resulting in a potentially significant impact.

1) Mitigation: TC/mm-5, TC/mm-6

TC/mm-5 Upon application for land use and construction permits from the County, and prior to site disturbance to implement the *Community Park Master Plan*, the CCSD or its designee shall show the installation of bike racks within the Community Park on construction plans. The bike racks shall be installed upon the first phase of development.

TC/mm-6 During operation of the sports fields, the CCSD shall implement a field rotation program. The program shall ensure that during organized sporting events, no more than four sports fields are in operation at one time.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156 through V-160, and V-170 of the EIR.

G. AIR QUALITY (CLASS II)

1. WEST FISCALINI RANCH PRESERVE AND EAST FISCALINI RANCH PRESERVE

a. AIR QUALITY IMPACT 1

AQ Impact 1 **PM₁₀ emissions resulting from construction activities would result in direct short and long-term impacts on air quality, further exacerbating the County non-attainment status for PM₁₀.**

1) Mitigation: AQ/mm-1 through AQ/mm-4

AQ/mm-1 Upon application for construction permits and prior to site disturbance, a Dust Control Plan shall be prepared and submitted to the APCD for approval prior to commencement of construction activities. The Dust Control Plan shall:

- a. Use APCD approved BMPs and dust mitigation measures;
- b. Provide provisions for monitoring dust and construction debris during construction;
- c. Designate a person or persons to monitor the dust control program and to order increased watering or other measures as necessary to prevent transport of dust off-site. Duties should include holiday and weekend periods when work may not be in progress;
- d. Provide the name and telephone number of such persons to the APCD prior to construction commencement.
- e. Identify compliant handling procedures.
- f. Fill out a daily dust observation log.

AQ/mm-2

Prior to site disturbance, the applicant shall:

- a. Obtain a compliance review with the APCD prior to the initiation of any construction activities;
- b. Provide a list of all heavy-duty construction equipment operating at the site to the APCD. The list shall include the make, model, engine size, and year of each piece of equipment. This compliance review will identify all equipment and operations requiring permits and will assist in the identification of suitable equipment for the catalyzed diesel particulate filter; and,
- c. Apply for an Authority to Construct from the APCD.

AQ/mm-3

Upon application for construction permits and prior to site disturbance, the following mitigation measures shall be shown on all project plans and implemented during the appropriate grading and construction phases to reduce PM₁₀ emissions during earth moving activities:

- a. Reduce the amount of the disturbed area where possible.
- b. Water trucks or sprinkler systems shall be used in sufficient quantities to prevent airborne dust from leaving the site. Increased watering frequency shall be required whenever wind speeds exceed 15 mph. Reclaimed (non-potable) water shall be used whenever possible.
- c. All dirt stockpile areas shall be sprayed daily as needed.
- d. Exposed ground areas that are planned to be reworked at dates greater than one month after initial grading shall be sown with a fast-germinating native grass seed (native to the FRP) and watered until vegetation is established.
- e. All disturbed soil areas not subject to re-vegetation shall be stabilized using approved chemical soil binders, jute netting, or other methods approved in advance by the APCD.
- f. All roadways, driveways, sidewalks, etc. to be paved should be completed as soon as possible after initial site grading. In addition, building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- g. Vehicle speed for all construction vehicles shall be posted to not exceed 15 mph on any unpaved surface at the construction site.
- h. All trucks hauling dirt, sand, or other loose materials are to be covered or shall maintain at least two feet of free board (minimum vertical distance between top of load and top of trailer) in accordance with CVC § 23114.
- i. Wheel washers shall be installed where vehicles enter and exit unpaved roads onto streets, or wash off trucks and equipment leaving the site.
- j. Streets shall be swept at the end of each day if visible soil material is carried onto adjacent paved roads. Water sweepers with reclaimed water shall be used when feasible.
- k. Permanent dust control measures shall be implemented as soon as possible following completion of any soil disturbing activities.

AQ/mm-4 During construction, the applicant shall maintain monthly compliance checks throughout the construction phase, verifying that all equipment and operations continue to comply with the APCD requirements.

2) Findings

Mitigation has been incorporated into the project that reduces AQ Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-178 through V-180, V-185, and V-190 through V-192 of the EIR.

b. AIR QUALITY IMPACT 2

AQ Impact 2 Grading activities that include moving more material than 2,000 cubic yards in a day exceed significance thresholds for construction-related emissions, resulting in potentially significant air quality impacts.

1) Mitigation: AQ/mm-5

AQ/mm-5 Upon application for construction permits and prior to site disturbance, the applicant shall submit grading plans and a construction schedule demonstrating that soil material would not be moved at a rate more than 53,500 cubic yards (cy) in a quarter or 2,000 cy in a day. If material would be moved at this rate (or greater), the applicant shall implement the following standard APCD mitigation measures for the project's construction equipment:

- a. Maintain all construction equipment in proper tune according to manufacturer's specifications.
- b. Fuel all off-road and portable diesel powered equipment, including but not limited to bulldozers, grader, cranes, loaders, scrapers, backhoes, generator sets, compressors, auxiliary power units, with Air Resources Board (ARB) certified motor vehicle diesel fuel (non-taxed version suitable for use off-road).
- c. Maximize to the extent feasible, the use of diesel construction equipment meeting the ARB's 1996 or newer certification standard for off-road heavy-duty diesel engines.
- d. All on and off-road diesel equipment shall not be allowed to idle for more than 5 minutes. Signs shall be posted in the designated queuing areas to remind drivers and operators of the 5 minute idling limit.
- e. Electrify equipment where feasible.
- f. Substitute gasoline-powered for diesel-powered equipment where feasible.
- g. Use alternatively fueled construction equipment onsite where feasible, such as compressed natural gas (CNG) liquefied natural gas (LNG), propane, or biodiesel.
- h. Best Available Control Technology (BACT - implementation of DOCs or CDPFs) for construction equipment shall be required and the applicant

shall provide the grading amounts and schedule to the APCD Planning Division as soon as they are available so that the appropriate level of BACT can be defined.

- i. At least 3 months prior to construction, the construction company awarded the contract shall contact the APCD Planning Division (805-781-5912) to coordinate the implementation of this mitigation measure. This company will also provide the APCD with proof that the Standard (a-h above) and BACT mitigation measures have been implemented prior to the start of construction activity. These measures shall be shown on all grading and construction plans prior to issuance of construction permits.

2) Findings

Mitigation has been incorporated into the project that reduces AQ Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-178 through V-180, V-185, V-192, and V-193 of the EIR.

c. AIR QUALITY IMPACT 3

AQ Impact 3 Earth moving activities for development of the proposed project components would result in grading activities that may expose naturally occurring asbestos, resulting in an indirect short-term impact.

1) Mitigation: AQ/mm-6

AQ/mm-6 Upon application for construction permits and prior to site disturbance, the applicants shall:

- a. Conduct a geologic analysis to ensure the presence/absence of serpentine rock onsite. The geologic analysis shall identify if naturally occurring asbestos is contained within the serpentine rock onsite; and,
- b. If naturally occurring asbestos is found at the project site, the applicant must comply with all requirements outlined in the Asbestos Airborne Toxic Control Measures (ATCM). In addition, the applicants shall work with the APCD to prepare an APCD-approved Asbestos Health and Safety Program and an Asbestos Dust Control Plan prior to development plan approval. The Asbestos Health and Safety Program and Asbestos Dust Control Plan may include, but is not limited to, the following:
 1. Equipment operator safety requirements: protective clothing, breathing apparatuses to prevent inhalation of airborne asbestos fibers,
 2. Dust mitigation measures: continually water site to prevent airborne dust migration, cover all vehicle that haul materials from the site
 3. Identification of APCD-approved disposal areas for all excavated materials.

4. If naturally-occurring asbestos is not present, an exemption request must be filed with the APCD.

- 2) Findings

Mitigation has been incorporated into the project that reduces AQ Impact 3 to a less than significant level.

- 3) Supportive Evidence

Refer to pages V-178 through V-180, V-185, and V-194 of the EIR.

H. NOISE (CLASS II)

1. WEST FISCALINI RANCH PRESERVE

- a. NOISE IMPACT 1

N Impact 1 **Construction of individual projects outlined in the Management Plan could temporarily produce noise levels ranging from 70 to 95 dBA at a distance of approximately fifty feet from the source, potentially affecting adjacent sensitive land uses, and resulting in a potentially significant short-term impact.**

- 1) Mitigation: N/mm-1

N/mm-1 During construction activities, the use of equipment shall be limited to allowed work hours as defined in the existing *County Noise Ordinance*, 7:00 A.M. to 9:00 P.M. (Monday through Friday) and 8:00 A.M. to 5:00 P.M. (Saturday and Sunday).

- 2) Findings

Mitigation has been incorporated into the project that reduces N Impact 1 to a less than significant level.

- 3) Supportive Evidence

Refer to pages V-200 through V-203, and V-212 of the EIR.

2. EAST FISCALINI RANCH PRESERVE

- a. NOISE IMPACT 2

N Impact 2 **Development of the proposed project would expose existing sensitive residential receptors surrounding and on the project site to temporary construction-related noise impacts, resulting in a potentially significant, direct, short-term impact.**

1) Mitigation: N/mm-2

N/mm-2

Upon application for construction permits from the County of San Luis Obispo, the CCSD or project developer shall submit a Noise Reduction Plan prepared by a qualified acoustical consultant for review and approval by the County Planning Department. The Noise Reduction Plan shall include but is not limited to the following standards:

- a. Limit all phases of construction to the hours of 7:00 AM to 9:00 PM Monday through Friday as required by County ordinance;
- b. Regular notification of all existing and future residences within 1,000 feet of the site boundary concerning the construction schedule;
- c. Shield especially loud pieces of stationary construction equipment;
- d. Locate portable generators, air compressors, etc. away from sensitive noise receptors;
- e. Limit grouping major pieces of equipment operating in one area to the greatest extent feasible;
- f. Place heavily trafficked areas such as the maintenance yard, equipment, tools, and other construction oriented operations in locations that would be the least disruptive to surrounding sensitive noise receptors;
- g. Use newer equipment that is quieter and ensure that all equipment items have the manufacturers' recommended noise abatement measures, such as mufflers, engine covers, and engine vibration isolators intact and operational. Internal combustion engines used for any purpose on or related to the job shall be equipped with a muffler or baffle of a type recommended by the manufacturer;
- h. Conduct worker-training meetings to educate and encourage noise awareness and sensitivity. This training should focus on worker conduct while in the vicinity of sensitive receptors (i.e., minimizing and locating the use of circular saws in areas adjacent to sensitive receptors and being mindful of shouting and the loud use of attention drawing language); and,
- i. Notify surrounding residences in advance of the construction schedule when unavoidable construction noise and upcoming construction activities likely to produce an adverse noise environment are expected. Noticing shall provide phone number of the project manager, construction foreman, and any other pertinent project team members. This notice shall be given one week in advance, and at a minimum of one day in advance if anticipated activities have changed (i.e., notice in local publication, temporary signage postings, etc.). Project representative shall verbally notify all surrounding residential owners if one day advance notice is given.

2) Findings

Mitigation has been incorporated into the project that reduces N Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-200, V-204 through V-206, and V-215 of the EIR.

I. HAZARDS AND HAZARDOUS MATERIALS (CLASS II)

1. PROJECT-WIDE

a. HAZARDS AND HAZARDOUS MATERIALS IMPACT 1

HM Impact 1 Increased active and passive use of facilities may result in an increase in service calls and area necessary to patrol, resulting in potentially significant impacts to the Sheriff's Department resources.

1) Mitigation: HM/mm-1

HM/mm-1 Prior to application for land use or construction permits, and prior to site disturbance, the CCSD shall coordinate with the Sheriff's Department to incorporate "Crime Prevention through Environmental Design" standards to the facility and amenity design, where applicable.

2) Findings

Mitigation has been incorporated into the project that reduces HM Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-227 and V-230 of the EIR.

b. HAZARDS AND HAZARDOUS MATERIALS IMPACT 2

HM Impact 2 The threat of accidental fire may significantly increase due to increased use of the FRP and proposed trail construction and maintenance activities, exposing users and residents in adjacent neighborhoods to the hazards associated with wildland fire.

1) Mitigation: HM/mm-2

HM/mm-2 To reduce the potential for wildland fire, the CCSD shall implement the Fire Management and Prevention strategies included in the Management Plan, including, but not limited to:

- a. Creating a defensible zone of 50-300 feet adjacent to the Lodge Hill neighborhood;
- b. Prohibiting smoking and fires of any kind within the FRP;
- c. Clearing dead standing trees, dense underbrush and tree limbs up to six feet above ground;
- d. Posting red flags at staging areas to warn visitors to be careful extra vigilant periods of high fire hazards; and,
- e. Coordinating all ranch maintenance activities with the CFD.

2) Findings

Mitigation has been incorporated into the project that reduces HM Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-224, and V-226 through V-231 of the EIR.

J. WATER SUPPLY (CLASS II)

1. PROJECT-WIDE

a. WATER SUPPLY IMPACT 2

WS Impact 2 The capacity and quality of on-site wells is uncertain, and this possible water source may not adequately serve the proposed project, resulting in a potentially significant impact.

1) Mitigation: WS/mm-1 through WS/mm-3

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- b. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
- c. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- d. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-2 Prior to CCSD Board approval of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall conduct additional tests on each proposed well to determine flow rates, capacity, and quality of water. Based on the results of water quality tests, methods of treatment shall be identified. Tests shall demonstrate compliance with federal, state, and local standards regarding use of wells for non-potable supply and turf irrigation. The Master Plan shall not be implemented unless sufficient water supply is determined to be available.

WS/mm-3 Prior to CCSD Board approval of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall identify which wells would be utilized (existing and/or proposed), consistent with the adopted Deed of Conservation Easement.

2) Findings

Mitigation has been incorporated into the project that reduces WS Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-238 through V-243, and V-244 through V-246 of the EIR.

b. WATER SUPPLY IMPACT 3

WS Impact 3 Use of on-site wells may affect stream flow within Santa Rosa Creek, resulting in a potentially significant adverse impacts to the riparian corridor and special-status habitat types, vegetation, and wildlife.

1) Mitigation: WS/mm-1, WS/mm-4

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- e. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- f. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
- g. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- h. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-4 Prior to CCSD Board approval of construction plans for implementation of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall develop plans for a new well from riparian water sources on the East FRP. Proposed plans shall be reviewed and approved by the Friends of the Fiscalini Ranch Preserve and State Coastal Conservancy, and the *Management Plan* shall be amended prior to well development. The well shall be designed to avoid stream flow impacts, and plans shall include a

sanitary seal to a clay bed below the elevation of the creek bed, at least 20 feet in depth and a minimum of 150 feet from the creek bank. The well shall be pump tested during extended drought conditions (e.g., 75 percent or less of average rainfall for a minimum period of two years) to document whether there would be any potential effects to stream flow from during operation of the well. Use of on-site wells shall be prohibited if tests demonstrate any affect on stream-flow.

2) Findings

Mitigation has been incorporated into the project that reduces WS Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to pages V-238 through V-243, and V-247 through V-248 of the EIR.

c. WATER SUPPLY IMPACT 5

WS Impact 5 Use of recycled water for sports field and landscaping irrigation purposes may result in unacceptable levels of sodium and chloride in the underlying groundwater basin, if treatment to reduce salinity is not implemented.

1) Mitigation: WS/mm-1, WS/mm-5

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- i. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- j. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
- k. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- l. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-5 Upon application for land use and construction permits from the County for development of the sports fields, if natural turf is proposed, the CCSD shall demonstrate how recycled water would be treated to ensure that it would not

increase the groundwater salinity beyond background concentrations (e.g.; use of low pressure reverse osmosis as part of the recycled water effluent treatment process, onsite infrastructure plans demonstrating how treatment of irrigation water would occur to lower concentrations (250 parts per million) of sodium and chloride). The CCSD shall submit a proposed water monitoring and testing program to be conducted for the life of the project.

2) Findings

Mitigation has been incorporated into the project that reduces WS Impact 5 to a less than significant level.

3) Supportive Evidence

Refer to pages V-238 through V-243, and V-248 through 252 of the EIR.

K. PUBLIC SERVICES AND UTILITIES (CLASS II)

1. PROJECT-WIDE

a. PUBLIC SERVICES AND UTILITIES IMPACT 1

PSU Impact 1 The ability of emergency personnel to efficiently respond to requests for assistance could be impacted by the inability of visitors who are unfamiliar with the property to give adequate directions to the more isolated areas of the FRP, resulting in a potentially significant impact.

1) Mitigation: PSU/mm-1

PSU/mm-1 Upon application for land use and construction permits, and prior to site disturbance for trail development, the CCSD, in consultation with Friends of the Fiscalini Ranch Preserve, will develop a signage plan to address any safety signage needs on the FRP.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 1 to a less than significant level.

3) Supportive Evidence

Refer to pages V-258, V-259, V-261, and V-262 of the EIR.

b. PUBLIC SERVICES AND UTILITIES IMPACT 2

PSU Impact 2 Emergency access throughout the West FRP and parts of the East FRP is limited due to the lack of roads suitable for heavy vehicles, which may require additional emergency personnel to respond to calls, resulting in a potentially significant impact.

1) Mitigation: PSU/mm-2 through PSU/mm-4

- PSU/mm-2 Trails proposed for emergency access, including the Marine Terrace Trail and Santa Rosa Creek (West) Trail shall be maintained to ensure function and emergency access throughout the FRP.
- PSU/mm-3 The Cambria CSD Fire Department shall acquire a small vehicle capable of carrying rescue personnel and their equipment, as well as individual victims, throughout the FRP, to expedite rescues and evacuations.
- PSU/mm-4 Immediately following use of an emergency vehicle on non-emergency access roads on the FRP, the FRP manager shall inspect the trail and implement erosion control measures and site restoration as necessary.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 2 to a less than significant level.

3) Supportive Evidence

Refer to pages V-258, V-259, V-262 of the EIR.

c. PUBLIC SERVICES AND UTILITIES IMPACT 3

PSU Impact 3 The risk of wildfire on the FRP due to visitor negligence may increase with the number of users, increasing the need for fire safety responders, resulting in a potentially significant impact.

1) Mitigation: PSU/mm-5, PSU/mm-6, HM/mm-1, HM/mm-2

- PSU/mm-5 Upon application for land use and construction permits and prior to site disturbance for trail development, the FRP sign program shall include signage stating the following, or similar language: “No fire of any kind shall be allowed on the FRP.” Signage shall be placed within parking areas and at trailheads informing users of the rules and regulations pertaining to fire related hazards.
- PSU/mm-6 The Cambria CSD Fire Department shall continue to engage in annual fuel reduction activities, especially in the urban/wildland interface areas on the north and boundaries of the West FRP, as outlined in the *Public Access and Resource Management Plan*.
- HM/mm-1 Prior to application for land use or construction permits, and prior to site disturbance, the CCSO shall coordinate with the Sheriff’s Department to incorporate “Crime Prevention through Environmental Design” standards to the facility and amenity design, where applicable.

HM/mm-2 To reduce the potential for wildland fire, the CCSD shall implement the Fire Management and Prevention strategies included in the Management Plan, including, but not limited to:

- f. Creating a defensible zone of 50-300 feet adjacent to the Lodge Hill neighborhood;
- g. Prohibiting smoking and fires of any kind within the FRP;
- h. Clearing dead standing trees, dense underbrush and tree limbs up to six feet above ground;
- i. Posting red flags at staging areas to warn visitors to be careful extra vigilant periods of high fire hazards; and,
- j. Coordinating all ranch maintenance activities with the CFD.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 3 to a less than significant level.

3) Supportive Evidence

Refer to pages V-224, V-226 through V-231, V-258, V-259, and V-263 of the EIR.

d. PUBLIC SERVICES AND UTILITIES IMPACT 4

PSU Impact 4 The creation of new parking areas, whether planned or spontaneous, will increase the number of locations and opportunities for transient camping and trespassing, possibly resulting in wildfire or other criminal activity, resulting in increased demand for services, and a potentially significant impact.

1) Mitigation: PSU/mm-7, PSU/mm-8, TC/mm-4

PSU/mm-7 Upon application for land use and construction permits from the County for the Community Park on the East FRP, the CCSD or its designee shall submit a lighting plan showing the use of security lighting. Parking areas throughout the FRP shall be designed consistent with the County Sheriff's Department publication "Crime Prevention through Environmental Design" (CPTED) where applicable.

PSU/mm-8 Turn-outs and other areas not approved for vehicle parking shall be appropriately signed to inform visitors of the no camping and no parking limitations of the FRP.

TC/mm-4 Upon application for land use and construction permits from the County, and prior to site disturbance for trail improvements, the Master Plan shall include a parking signage program in consultation with the County Public Works Department. The signage program shall guide visitors regarding appropriate parking, and shall be reviewed for concurrence by the Friends of the Fiscalini Ranch Preserve as part of the FRP signage plan.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 4 a less than significant level.

3) Supportive Evidence

Refer to pages V-155, V-156, V-258, V-259, V-162 through V-165, and V-263 of the EIR.

e. PUBLIC SERVICES AND UTILITIES IMPACT 5

PSU Impact 5 The amount of solid waste generated by the FRP will increase proportionally to the number of visitors, potentially requiring additional trash pick-ups.

1) Mitigation: PSU/mm-9

PSU/mm-9 During management of the FRP, the CCSD or ranch manager shall monitor trash quantity and determine if additional trash and recycling receptacles and trash pick-up days are necessary. Trash receptacles shall be placed at major trailheads at the boundary of the ranch, and adjacent to all parking areas.

2) Findings

Mitigation has been incorporated into the project that reduces PSU Impact 5 a less than significant level.

3) Supportive Evidence

Refer to pages V-260, V-264, and V-265 of the EIR.

III. FINDINGS FOR IMPACTS IDENTIFIED AS LESS THAN SIGNIFICANT (CLASS III)

The findings below are for Class III Impacts. Class III Impacts are impacts that are adverse but not significant.

A. AGRICULTURAL RESOURCES (CLASS III)

1. EAST FISCALINI RANCH PRESERVE

a. AGRICULTURAL RESOURCES IMPACT 1

AG Impact 1 Proposed improvements on the East FRP would result in the conversion of 27.66 acres of potentially prime, productive agricultural soils within an identified urban area, resulting in a less than significant impact.

1) Mitigation: AG/mm-1

AG/mm-1 Upon application for land use and construction permits from the County of San Luis Obispo for development of the *Community Park Master Plan*, the CCSD or its designee shall submit grading plans incorporating soil capping of potentially productive agricultural soils, where feasible.

2) Findings

There is no evidence that implementation of the project would result in significant impacts to agricultural resources. Mitigation is recommended to further reduce the potential environmental effect.

3) Supportive Evidence

Refer to pages V-48 through V-50, and V-53 through V-56 of the EIR.

B. HAZARDS AND HAZARDOUS MATERIALS (CLASS III)

1. EAST FISCALINI RANCH PRESERVE

a. HAZARDS AND HAZARDOUS MATERIALS IMPACT 3

HM Impact 3 Operation and maintenance of the community park may require the use of hazardous materials, potentially resulting in public exposure.

1) Mitigation: HM/mm-3, HM/mm-4

HM/mm-3 Prior to operation of the community park, the CCSD shall submit a Hazardous Materials Business Plan to the County Division of Environmental Health.

HM/mm-4 Upon application for a land use permit to develop the community park sports fields, the CCSD shall prepare an Integrated Pest Management (IPM) plan to reduce the need for fertilizers, herbicides, and other chemicals. IPM guidelines are provided by the State Green California Best Practices Manual (www.green.ca.gov). The plan shall include, but not be limited to, the following elements:

- a. Cultural control, including the selection of disease-resistant plant varieties; proper irrigation, fertilization, and pruning; and planting at the right time of year.
- b. Physical control, including changing physical conditions (i.e., temperature, light, or humidity) to prevent pest problems, such as using landscape fabric to shade out weeds and pruning dense plants to allow better air circulation and thus prevent disease.
- c. Mechanical control, including managing pests through manual labor or simple objects, devices, or equipment such as using handheld propane flaming units that cook weeds, installing mowing strips and underlayments, and fastening copper bands around tree trunks or planters to exclude snails and slugs.
- d. Biological control, including the use of beneficial organisms to reduce pest populations. Beneficial organisms include parasitic insects, and predaceous insects, mites, and spiders; bats; birds; amphibians and reptiles.
- e. Reduced-risk pesticides don't endanger living organisms or the environment. Ideally, they break down easily, have narrow specificity, do not kill natural enemies, and do not volatilize around people. Examples of reduced-risk pesticides used for landscaping include the microbial insecticide, *Bacillus thuringiensis*, herbicides and insecticides that contain mint or clove oil, potassium bicarbonate for plant mildews, horticultural oil for sucking insects, and if absolutely necessary, spot-sprayed conventional herbicides.

2) Findings

There is no evidence that implementation of the project would result in significant impacts related to operation and maintenance of the community park. Mitigation is recommended to further reduce the potential environmental effect.

3) Supportive Evidence

Refer to pages V-231 and V-232 of the EIR.

IV. CUMULATIVE AND GROWTH INDUCING IMPACTS

State CEQA *Guidelines* §15355 defines cumulative impacts as

“two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts”. Further, “the cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.”

The *Guidelines* require the discussion of cumulative impacts to reflect the severity of the impacts and their likelihood of occurrence. However, the discussion need not be as detailed as the analysis of impacts associated with the project, and should be guided by the rule of reason. Cumulative impacts associated with this project are discussed in the topical analysis sections provided in Section V of the Final Mater EIR.

A. CUMULATIVE IMPACTS

2. BIOLOGICAL RESOURCES (CLASS II)

a. BIOLOGICAL RESOURCES IMPACT 12

BIO Impact 12 The impacts to sensitive species and habitats resulting from development of the proposed project would result in the direct loss of biological resources, and would contribute to the cumulative degradation of biological resources of the area, resulting in a potentially significant cumulative impact.

1) Mitigation: BIO/mm-1 though BIO/mm-27

BIO/mm-1 Upon application for construction permits from the County, and site disturbance within jurisdictional areas, the CCSO, or its designee, shall obtain all necessary permits, approvals, and authorizations from jurisdictional agencies. These may include, but may not be limited to: (1) Army Corps of Engineers Section 404 Nationwide Permit or Individual Permit for impacts to Army Corps of Engineers jurisdictional wetlands or other waters; (2) Regional Water Quality Control Board Section 401 Water Quality Certification for discharges “Waters of the U.S.” and/or “Waters of the State;” (3) California Department of Fish and Game Section 1602 Streambed Alteration Agreement for activities within the tops of banks or outer edges of riparian canopies (whichever extends furthest from the streambeds) of drainages; (4) U.S. Fish and Wildlife Service consultation; (5) NOAA Fisheries consultation, and; (6) County of San Luis Obispo Coastal Zone Land Use Ordinance Coastal Development Permit.

BIO/mm-2 Prior to construction, the CCSO or its designee shall prepare a project-specific environmental monitoring plan coordinated with mitigation measures within

this EIR, and shall provide funding for a qualified environmental monitor for the construction phases of the project to ensure compliance with EIR mitigation measures, and any applicable agency permit conditions. The monitor shall be responsible for (1) ensuring that procedures for verifying compliance with environmental mitigations are followed; (2) lines of communication and reporting methods; (3) daily and weekly reporting of compliance; (4) construction crew training regarding environmentally sensitive areas; (5) authority to stop work; and (6) action to be taken in the event of non-compliance. Monitoring shall be at a frequency and duration determined by the affected agencies (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).

- BIO/mm-3 Upon application for construction permits from the County, and site disturbance, the CCSD or its designee shall prepare a Storm Water Pollution Prevention Plan (SWPPP) consistent with guidelines, which shall include detailed sediment and erosion control plans consistent with any required Habitat Mitigation Monitoring Plan (HMMP). The SWPPP shall specifically address protection of drainages, and riparian and wetland resources on and adjacent to the project site. Compliance shall be verified by the project environmental monitor through submission of compliance reports.
- BIO/mm-4 Upon application for construction permits from the County, and prior to site disturbance, all riparian and wetland areas shall be shown on all construction plans. The riparian/wetland areas shown on grading plans shall be based on the field data collected and presented in the Environmental Impact Report or from any subsequent survey work. All riparian vegetation planned for removal shall be specified on construction plans. Except for activities requiring removal of riparian trees and associated understory vegetation that are specified on construction plans, all ground disturbances and vegetation removal shall be prohibited within the outer edge of the riparian canopy of any drainage onsite.
- BIO/mm-5 To avoid erosion and downstream sedimentation, and to avoid impacts to aquatic species, no work within or immediately adjacent to on-site drainages (within fifty feet) shall occur during the rainy season (October 15 through April 30), unless authorized by an affected agency (e.g., Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Game, California Coastal Commission, and the County of San Luis Obispo).
- BIO/mm-6 Equipment access and construction shall be conducted from the banks rather than from within creeks and drainages unless approved otherwise by 404/401/1602 permit conditions. No equipment shall be staged and no temporary placement of fill shall occur in creeks and drainages.

- BIO/mm-7 Soil stockpiles shall not be placed in areas that have the potential for significant runoff during the rainy season. All project-related spills of hazardous materials within or adjacent to project sites shall be cleaned up immediately. Spill prevention and cleanup materials shall be on-site at all times during construction. Cleaning and refueling of equipment and vehicles shall occur only within designated staging areas. The staging areas shall conform to standard Best Management Practices applicable to attaining zero discharge of stormwater runoff. No maintenance, cleaning, or fueling of equipment shall occur within wetland or riparian areas, or within fifty feet of such areas. At a minimum, all project equipment and vehicles shall be checked and maintained on a daily basis to ensure proper operation and to avoid potential leaks or spills.
- BIO/mm-8 Impacts to wetland or riparian habitats resulting from project construction shall be mitigated through restoration/enhancement of adjacent wetland and riparian areas at a minimum of a 2:1 ratio (two square feet of restored habitat for each square foot of disturbed habitat) or greater, or as required by any applicable state or federal permit. Restoration/enhancement shall consist of exotic species removal, revegetation with suitable native species, and maintenance and monitoring of the enhanced areas per the conditions of agency permits obtained for the project. A Habitat Revegetation and Restoration Plan for the project shall be prepared in consultation with the California Department of Fish and Game and the Army Corps of Engineers. A qualified restoration biologist and/or horticulturalist approved by the CCSD shall be retained by the CCSD or its designee to prepare the Habitat Revegetation and Restoration Plan. The Plan shall include success criteria goals and a five-year monitoring schedule. The qualified biologist shall supervise site preparation, timing, species utilized, planting installation, maintenance, monitoring, and reporting of the revegetation/restoration efforts.
- BIO/mm-9 Following completion of ground-disturbing activities within or immediately adjacent to riparian or wetland areas, all disturbed and barren areas shall be immediately revegetated with appropriate native vegetation to reduce the risk of erosion, per the requirements of the Habitat Revegetation and Restoration Plan and the Storm Water Pollution Prevention Plan. Areas experiencing temporary disturbance should be replanted with native species that are characteristic of habitats in the project site area.
- BIO/mm-10 Prior to application for land use and construction permits from the County and prior to trail construction in areas known to contain sensitive plant species or native habitats, the CCSD or its designee shall retain a qualified botanist/biologist to conduct focused surveys during the appropriate flowering periods within the specific areas proposed for disturbance. Surveys will focus on those plants and habitats noted as present or as having a high potential for occurrence. Based on the survey results, trail locations shall be altered where possible to minimize disturbance or loss of identified plants and habitats.

- BIO/mm-11 If disturbance of special-status plants or native habitats located on site cannot be completely avoided through design modification, impacts shall be quantified by number of individuals and by area disturbed, and a Rare Plant Mitigation Plan shall be prepared by a qualified biologist that specifically addresses impacts to and appropriate mitigation and conservation measures for those impacts. The Plan shall identify areas on the project site suitable for sensitive species habitat restoration and revegetation, and shall include planting methods, maintenance and monitoring requirements, and success criteria. Depending on the species at issue, measures may include preservation of areas containing significant populations, potential transplanting of individual plants, and plant propagation and revegetation within appropriate on-site habitats. Removal or pruning of Monterey pine trees required for hazard reduction or fire safety purposes shall not require mitigation under this measure, but pruning shall follow accepted procedures to avoid harm to the tree.
- BIO/mm-12 A qualified biological monitor shall be retained consistent with BIO/mm-2 to ensure that remaining plants and habitats are not inadvertently disturbed during construction activities. Prior to any project-related ground disturbance, all contractors associated with the construction phases of the proposed project shall be trained by the biological monitor on the identification and biology of sensitive plant species and habitats known in the vicinity of the project area. Work areas should also be clearly delineated and flagged to limit vehicular and foot access to only those areas necessary for project completion. These areas should be designated by the biological monitor to avoid/discourage unnecessary damage to sensitive species and habitats within and near the project area.
- BIO/mm-13 Prior to application for land use and construction permits from the County and prior to trail construction within sensitive areas, the CCSD or its designee shall ensure that all resources are considered and avoided where feasible. If conflicts arise, the CCSD shall consult with appropriate agencies to resolve the conflicts (e.g., California Department of Fish and Game, California Coastal Commission, Army Corps of Engineers, Office of Historic Preservation, County of San Luis Obispo).
- BIO/mm-14 Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified biologist to conduct a pre-activity survey for active nests, dens, or burrows. The survey shall be conducted within 30 days prior to proposed site disturbance and construction activities. Results of the survey shall immediately be submitted to the CDFG as necessary. The survey report shall include the date of the survey, methods of inspection, and findings. Disturbance of any active nest, den, or burrow shall be prohibited.

- a. If active burrows of Monterey dusky-footed woodrats are found within proposed development areas during the survey, the biologist shall establish an appropriate buffer area to protect the nest(s). No site disturbance shall occur within the buffer area until a Memorandum of Understanding (MOU) is obtained from CDFG. An alternative to buffer area is to disassemble nests by hand outside of the nesting season (February through September) and allow the woodrats to leave the site.
- b. If the pre-construction survey finds potential American badger dens, they shall be inspected to determine whether they are occupied. The survey shall cover the entire property, and shall examine both old and new dens. If potential badger dens are too long to completely inspect from the entrance, a fiber optic scope shall be used to examine the den to the end. If a fiber optic scope is not available, occupation of the den can be determined by partially obscuring the den entrance with sticks and leaves to indicate animal passage into and out of the den and dusting the den entrance with a fine layer of dust or tracking material for three consecutive nights and examining the following mornings for footprints. Inactive dens may be excavated by hand with a shovel to prevent re-use of dens during construction. If badgers are found in dens on the property between February and July, nursing young may be present. To avoid disturbance and the possibility of direct take of adults and nursing young, and to prevent badgers from becoming trapped in burrows during construction activity, no grading shall occur within 100 feet of active badger dens between February and July. If badger dens are found on the property during the pre-construction survey, the CDFG wildlife biologist for the area shall be contacted to review current allowable management practices.

BIO/mm-15 To the extent practicable, construction activities within or adjacent to Santa Rosa Creek (within 100 feet) shall be conducted during the dry season (May 15 through October 15).

BIO/mm-16 At least two weeks prior to start of trail or bridge construction within or adjacent to Santa Rosa Creek (within 100 feet), the CCSD shall retain a qualified biologist to conduct pre-construction surveys within the construction areas to determine the presence of special-status aquatic species. In the event that special-status species are observed within the project site, the appropriate agencies shall be contacted for further consultation. If any life stage of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle is found and these individuals are likely to be killed or injured by work activities, the approved biologist(s) shall be allowed sufficient time to move them from the site before work activities begin. The biologist(s) shall relocate any steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle the shortest distance possible to a location that contains suitable habitat that will not be affected by the activities associated with the proposed project. The biologist(s) shall maintain detailed records of any individuals that are moved (i.e., size, coloration, any distinguishing features, photographs

[digital preferred]) to assist him or her in determining whether translocated animals are returning to the point of capture. Only United States Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Game-approved biologists working under proper permit authority shall participate in any activities associated with the capture, handling, and monitoring of steelhead, California red-legged frog, tidewater goby, or Southwestern pond turtle.

BIO/mm-17 Prior to construction, an approved biologist(s) shall conduct a training session for all construction personnel. At a minimum, the training shall include a description of steelhead, California red-legged frog, tidewater goby, and Southwestern pond turtle and their habitat; the specific measures that are being implemented to conserve the species for the current project; and the boundaries within which the project may be accomplished. Members of the construction crews shall understand all terms, constraints, and special conditions provided by, but not limited to, United States Fish and Wildlife Service, National Marine Fisheries Service, Army Corps of Engineers, California Department of Fish and Game, California Coastal Commission, and Regional Water Quality Control Board. Upon completion of this review and understanding, each construction crew member shall sign a worker training form. This form shall be provided with the completion report upon completion of project construction.

BIO/mm-18 In order to minimize the possibility of injuring special-status species and other wildlife, herbaceous and small woody vegetation within the project impact area shall be removed by hand with portable motorized equipment (i.e., chainsaws, etc.), prior to the use of heavy equipment or machinery. A qualified biologist shall be on-site to provide clearance for special-status species immediately prior to vegetation removal activities. The biological monitor shall have general knowledge of the natural resources of the area and shall also be experienced in the identification of special-status wildlife species (e.g., California red-legged frog, western pond turtle). In the event of a red-legged frog take, the United States Fish and Wildlife Service shall be notified as soon as is reasonably possible. In the event of a steelhead take, National Marine Fisheries Service shall be contacted and the steelhead shall be removed from the project site and kept in a freezer until further direction from National Marine Fisheries Service.

BIO/mm-19 The number of access routes, size of staging areas, and the total area of activity shall be limited to the minimum necessary to achieve the project goal. Environmentally Sensitive Areas shall be established to confine access routes and construction areas to the minimum area necessary to complete construction and minimize the impact to steelhead, California red-legged frog, and Southwestern pond turtle habitat; this goal includes locating access routes and construction areas outside of wetlands and riparian areas to the maximum extent practicable.

- BIO/mm-20 During project activities adjacent to Santa Rosa Creek, all trash that may attract predators shall be properly contained, removed from the work site, and disposed of regularly. Following construction, all trash and construction debris shall be removed from work areas.
- BIO/mm-21 All refueling, maintenance, and staging of equipment and vehicles shall occur at designated locations at least 100 feet from riparian areas. Fueling locations shall have spill containment measures and materials present at all times. The monitor shall ensure contamination of habitat does not occur during such operations. All workers shall be informed of the importance of preventing spills and of the appropriate measures to take shall a spill occur.
- BIO/mm-22 Project areas disturbed by construction shall be revegetated with an assemblage of native riparian, wetland, and upland vegetation native to the area. Locally collected plant materials shall be used to the extent practicable. Invasive non-native plants within disturbed areas shall be controlled to the maximum extent practicable.
- BIO/mm-23 Prior to any work within creek channels containing flowing water, a stream diversion and dewatering plan for each stream location shall be prepared and approved by National Marine Fisheries Service, Army Corps of Engineers, and California Department of Fish and Game, and the streambed within the work area shall be dewatered. The form and function of the diversion and all pumps included in the dewatering strategy shall be designed to ensure a dry work environment and minimize impacts to aquatic species. The stream diversion and dewatering effort shall be conducted under the direct and continuous supervision of a qualified biologist to ensure the proper form and function of the diversion.
- BIO/mm-24 To control sedimentation during and after project implementation, the contractor shall implement Best Management Practices (BMPs) outlined in any authorizations or permits issued under the authorities of the Clean Water Act for the project. If BMPs are ineffective, the contractor shall attempt to remedy the situation immediately, in consultation with the environmental monitor and the CCSD.
- BIO/mm-25 Prior to construction, if construction activities, use of heavy equipment, or tree pruning or removal are scheduled to occur during the typical bird nesting season (February 15 to September 1) a qualified biologist shall be retained to conduct a preconstruction survey (approximately one week prior to construction) to determine presence/absence for tree-nesting birds within riparian corridors and woodland areas, and ground-nesting birds within annual grasslands onsite. If no nesting activities are detected within the proposed work area, noise-producing construction activities or tree removals may proceed. If nesting activity is confirmed during preconstruction nesting surveys or at any time during the monitoring of construction activities, work

activities shall be delayed within 500 feet of active nests until the young birds have fledged and left the nest. In addition, the results of the surveys will be passed immediately to the California Department of Fish and Game, possibly with recommendations for buffer zone changes, as needed, around individual nests. Tree removal shall be monitored for nesting birds and documented by the biological monitor regardless of time of year.

BIO/mm-26

Prior to initiation of construction activities, including trail improvements requiring ground disturbance and/or use of heavy equipment, the CCSD or its designee shall retain a qualified wildlife biologist to conduct a pre-activity survey for burrowing owl. The survey shall be conducted within 30-days prior to site disturbance. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the site shall be resurveyed. Results of the survey shall be documented in a report and shall include the date of the survey, methods of inspection, and findings. The report shall be submitted to the California Department of Fish and Game (CDFG). If no burrowing owls are found to occupy the site at that time, no further measures would be necessary unless burrowing owls are subsequently observed at the project site, in which case the following mitigation measure would be implemented.

If burrowing owls are found within the area proposed for disturbance, the CCSD or its designee shall immediately contact the CDFG and implement all measures identified in the "Staff Report for Mitigating Impacts to the Burrowing Owl" (CDFG, 1995), and any additional measures required by CDFG. Burrowing owl burrows shall be avoided. No disturbance shall occur within 50 meters of occupied burrowing owl burrows during the non-breeding season (September 1 through January 31) or within 75 meters during the breeding season (February 1 through August 31).

BIO/mm-27

For the life of the project, no vehicular parking shall be allowed on the Fiscalini Ranch Preserve, with the exception of: existing American Disabilities Act (ADA) parking located at the northern terminus of the Marine Terrace Trail / Bluff Trail; the existing turn-out at the Highway 1 staging area; parking included in the approved Community Park Master Plan on the East Fiscalini Ranch Preserve; and, maintenance and emergency vehicles and equipment.

2) Findings

Mitigation has been incorporated into the project that reduces BIO Impact 12 to a less than significant level.

3) Supportive Evidence

Refer to pages V-59 through 103 of the EIR. Implementation of the Public Access and Management Plan and the Community Park Master Plan, as a whole, would result in permanent and temporary impacts to biologically sensitive freshwater marsh, riparian, native grassland, and

Monterey pine forest habitats. These habitats contain or have the potential to contain sensitive plant and animal species, and fall under the jurisdiction of various state and federal resource agencies. The potential impacts to the sensitive species and habitat types discussed in this section, when considered in context with the potential for losses of similar habitats due to the construction of future projects within the County, constitute a cumulative impact to these biological resources. The cumulative impact would be mitigated to less than significant by implementation of mitigation measures identified in the EIR, including implementation of the proposed management plan (which includes habitat restoration plans and public education programs) and continuous volunteer monitoring by the community and Friends of the Fiscalini Ranch Preserve.

3. TRANSPORTATION AND CIRCULATION (CLASS II)

a. TRANSPORTATION AND CIRCULATION IMPACT 4

TC Impact 4 **Implementation of the proposed Community Park Master Plan would result in the generation of peak hour trips, and would contribute to the cumulative generation of traffic in the area, resulting in a potentially significant impact.**

1) Mitigation: TC/mm-8

TC/mm-8 Upon application for land use and construction permits from the County, the CCSD shall contribute to the North Coast Road Improvement Fund.

2) Findings

Mitigation has been incorporated into the project that reduces TC Impact 4 to a less than significant level.

3) Supportive Evidence

Refer to pages V-171 through V-174 of the EIR.

4. WATER SUPPLY (CLASS I)

a. WATER SUPPLY IMPACT 6

WS Impact 6 **Due to the current demand for water resources, and deficient available groundwater supply to meet the demand, implementation of the proposed project including the construction and maintenance of natural turf areas would result in a potentially significant, adverse, unavoidable impact.**

1) Mitigation: WS/mm-1 through WS/mm-5

WS/mm-1 Upon application for land use and construction permits from the County for development of sports fields, construction of restrooms, and installation of landscaping, and prior to site disturbance, the CCSD or project developer shall prepare plans showing the use of indoor and outdoor water conservation

strategies and techniques to help offset the proposed anticipated water demand. These measures include but are not limited to:

- a. Landscape plans shall show the extent of permeable and impervious landscape materials, the use of low-water use plant materials selected from an approved County plant list, and a landscape irrigation plan indicating the method for achieving low volume, high efficiency irrigation (i.e., drip irrigation systems with automatic controllers and auto rain shut-off devices).
- b. If natural turf is proposed, the CCSD shall submit plans showing the use of an evaporative control system (or similar method) for irrigation.
- c. Incorporate use of pit toilets or composting toilets in restrooms, portable restrooms, or closure of restrooms during drought periods.
- d. Incorporate the use of hand sanitizers to avoid the use of water for restroom sinks.

WS/mm-2 Prior to CCSD Board approval of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall conduct additional tests on each proposed well to determine flow rates, capacity, and quality of water. Based on the results of water quality tests, methods of treatment shall be identified. Tests shall demonstrate compliance with federal, state, and local standards regarding use of wells for non-potable supply and turf irrigation. The Master Plan shall not be implemented unless sufficient water supply is determined to be available.

WS/mm-3 Prior to CCSD Board approval of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall identify which wells would be utilized (existing and/or proposed), consistent with the adopted Deed of Conservation Easement.

WS/mm-4 Prior to CCSD Board approval of construction plans for implementation of the *Community Park Master Plan*, if onsite wells are proposed for the water source, the CCSD shall develop plans for a new well from riparian water sources on the East FRP. Proposed plans shall be reviewed and approved by the Friends of the Fiscalini Ranch Preserve and State Coastal Conservancy, and the *Management Plan* shall be amended prior to well development. The well shall be designed to avoid stream flow impacts, and plans shall include a sanitary seal to a clay bed below the elevation of the creek bed, at least 20 feet in depth and a minimum of 150 feet from the creek bank. The well shall be pump tested during extended drought conditions (e.g., 75 percent or less of average rainfall for a minimum period of two years) to document whether there would be any potential effects to stream flow from during operation of the well. Use of on-site wells shall be prohibited if tests demonstrate any affect on stream-flow.

WS/mm-5 Upon application for land use and construction permits from the County for development of the sports fields, if natural turf is proposed, the CCSD shall

demonstrate how recycled water would be treated to ensure that it would not increase the groundwater salinity beyond background concentrations (e.g.; use of low pressure reverse osmosis as part of the recycled water effluent treatment process, onsite infrastructure plans demonstrating how treatment of irrigation water would occur to lower concentrations (250 parts per million) of sodium and chloride). The CCSD shall submit a proposed water monitoring and testing program to be conducted for the life of the project.

2) Findings

Mitigation has been incorporated into the project, which would lessen significant and adverse water impacts; however, these effects would not be reduced to a level of insignificance. This impact is acceptable by reason of the overriding considerations discussed in Section VIII.

3) Supportive Evidence

The CCSD recognizes that sufficient water supplies from existing entitlements and resources are not available to serve the project at this time (refer to pages V-238 to V-244). Implementation of the proposed community park would require the use of water for irrigation purposes, which would contribute to the cumulative demand for water. Several potential options of water supply to serve the project are identified in the EIR, which are based on the CCSD's implementation of the Urban Water Master Plan, including use of recycled water and desalinated water (refer to pages V-242 to V-253). Mitigation measures including use of alternative technologies in restrooms, and intensive water conservation measures would reduce the predicted water demand. Until a sustainable water source is identified and developed by the CCSD, the CCSD acknowledges that development of water-dependent uses would not occur.

B. GROWTH INDUCING IMPACTS

Pursuant to §15126.2(d) of the State CEQA *Guidelines*, an EIR must address whether a project would directly or indirectly foster growth. §15126.2(d) reads as follows:

“An EIR shall discuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. Included in this are projects, which would remove obstacles to population growth (a major expansion of wastewater treatment plant, might, for example, allow for more construction in service areas). Increases in the population may further tax existing community service facilities so consideration must be given to this impact. Also discuss the characteristic of some projects, which may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively. It must not be assumed that growth in any area is necessarily beneficial, detrimental, or of little significance to the environment.”

As discussed in this section, this analysis evaluates whether the proposed project would directly, or indirectly, induce economic, population, or housing growth in the surrounding environment. The proposed project is being developed in response to deficiency of park space noted in the County General Plan and the public demand for recreation facilities, parks, and public open space amenities in the community of Cambria and north coast area. Implementation of the project would not create opportunities for population growth. Long-term employment

opportunities resulting from the project would be minimal, and may include management and maintenance positions. Short-term employment opportunities would include construction-related jobs.

Infrastructure improvements may include connections to the existing water and sewer service line, the extension of Rodeo Grounds Road, and the construction of an emergency access link to Piney Way. The project site is located within the Urban Services Line for the Cambria Community Services District. The project would not extend infrastructure into a currently unserved area.

The northern, eastern, and southern boundaries of the park are currently developed. Implementation of the project would respond to the land use needs of the community and would not result in new unplanned development or residential population growth in the area surrounding the site. In addition, the park facilities, while being developed to meet community needs, would be used by visitors to the area and would contribute, although not significantly, to encouraging visitors to relocate to the community.

Based on the explanation provided above, implementation of the proposed project would not result in significant growth inducing impacts.

V. FINDINGS FOR ALTERNATIVES TO THE PROPOSED PROJECT

A. INTRODUCTION

An alternative screening analysis was implemented as part of the EIR analysis in order to limit the number of alternatives evaluated in detail. The use of an alternative screening analysis provides the detailed explanation of why some of the alternatives were rejected from further analysis and assures that only the environmentally preferred alternatives are evaluated and compared in the EIR. In addition, this screening analysis uses the “rule of reason” methodology as discussed in CEQA (*Guidelines* §15126.6(f)) that requires that EIRs address a range of only those feasible alternatives that are necessary to permit a reasoned choice.

In defining feasibility of alternatives the CEQA *Guidelines* state: “Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries (projects with a regionally significant impact should consider the regional context), and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site” (§15126.6(f)(1)). Through the scoping process, if an alternative was found to be infeasible, as defined above, then it was dropped from further consideration. In addition, CEQA states that alternatives should “...attain most of the basic objectives of the project...” (§15126.6(a)). If an alternative was found to not obtain most of the basic objectives of the proposed project, then it was also eliminated.

The basic objectives of the proposed project that were used in the screening of project alternatives included those that were identified in the *East-West Ranch Public Access and Resource Management Plan* and during development of the *Community Park Master Plan*. Objectives identified in the *Management Plan* include the following:

- Strive for minimum disturbance to the natural qualities of the FRP while allowing appropriate public access
- Protect sensitive habitats and species in all areas of the FRP, including coastal bluffs, coastal terrace, pine forest, riparian and creek corridors, wetlands, and other unique and valuable resources
- Create restoration, enhancement, and management guidelines for the long-term protection of natural resources
- Create design standards and management guidelines for long-term public access improvements
- Provide a method for environmentally sound vegetation management
- Create management guidelines for allowed activities on the FRP
- Provide a public trail system that allows balanced and strategic access, and provides linkages to other local trail systems in the community and to the Coastal Trail
- Site and design all improvements in ways that protect sensitive habitats and the scenic and visual quality of the FRP

- Identify a suitable area for an active community park on the East FRP
- Identify methods to access the FRP, including ADA-compliant parking and transit service that provide necessary public access while avoiding undue impacts to surrounding neighborhoods
- Reduce risk and hazards to FRP users and surrounding neighbor properties, including fire protection, erosion, noise, trespassing, and litter
- Provide guidance on implementation activities, including roles and responsibilities of CCSD and Friends of the Fiscalini Ranch Preserve or their successor, operational and maintenance issues, and prioritization of activities.

The objectives of the *Community Park Master Plan* are as follows:

- Provide public, athletic, mixed use field space for youth and adult sports
- Lessen the current deficiency of active recreational opportunities in the community of Cambria consistent with the County General Plan
- Respond to community requests for additional active recreational opportunities and public use areas including a minimum of four multi-use sports fields
- Protect sensitive coastal resources consistent with federal, state, and local guidelines
- Provide affordable facilities to residents and visitors of all ages, including a safe and accessible community recreation center

B. SUMMARY OF ALTERNATIVES CONSIDERED

5. ALTERNATIVES CONSIDERED AND REJECTED

The following alternatives to the proposed project were considered, and rejected, as part of the screening analysis:

a. EAST FRP

1. *Reduced Project – Sports Fields Only:* This alternative considers a community park consisting of sports fields, parking, and operational facilities. This alternative does not increase the number of proposed sports fields, but allows for alternative site design to shift fields away from residential areas to minimize noise levels, and allow for additional parking area to accommodate the project. This alternative considers the same water supply alternatives as for the proposed project. This alternative was rejected because it does not meet the CCSD’s objective to respond to community requests for diverse recreational opportunities, and provide a public community center.
2. *Reduced Project - No Sports Fields:* This alternative considers development of a mixed-use community park, including development of court facilities, a larger dog park, picnic areas, trails, and a community center. CCSD operational facilities and parking are included. Implementation of this alternative would avoid potential noise impacts, reduce traffic trips, reduce the need for parking, and nearly eliminate the need for water resources. This alternative was considered based on public response to the Notice of Preparation; however, this alternative was rejected because it does not

meet the CCSD's objective to provide multi-use sports fields within the community park.

3. Reduced Project – Passive Recreation: This alternative considers a community park supporting passive recreation only, including a dog park, picnic areas, trails, and operational facilities. Implementation of this alternative would minimize noise and traffic impacts, reduce traffic trips and parking demands, and nearly eliminate the need for water resources. This alternative was considered based on public response to the Notice of Preparation; however, this alternative was rejected because it does not meet the CCSD's objective to provide multi-use sports fields within the community park.
4. Fixed Sports Field – Alternative C: This alternative includes a design similar to the conceptual plan initially considered by the CCSD. This alternative includes fixed designations for the play fields, including two little league baseball fields, one softball field, one soccer field of 1.7 acres and two smaller soccer fields of 1.3 acres each. It also includes basketball, sand volleyball and tennis courts. The active uses on the proposed fields could include soccer, little league baseball, softball and other sports activities. This alternative would provide additional active recreational opportunities and would meet the project objectives; however, it was rejected because it would result in greater impacts than the proposed project, including an inadequate parking area and increased level of noise affecting adjacent noise-sensitive land uses.

b. WEST FRP

Onsite Parking: The West FRP Onsite Parking Alternative was proposed to address existing and future parking demands and deficiencies associated with improvements to the West FRP trail system. This alternative considers onsite parking areas at the terminus of South Windsor Drive (south of the existing bluff trail) and by Huntington Drive (near Guildford Drive). The parking areas at each location would be approximately 900 square feet in size, and would accommodate approximately four cars. Parking areas would not be paved, and would consist of compacted soil. Additional features would include rural-style fencing and placement of erosion and pollution control measures such as straw wattles or hay bales along the perimeter.

Based on more in-depth review of the Management Plan, and receipt of additional information following public review of the Draft EIR, the intent of the Management Plan is to prohibit vehicular parking on the West FRP, with the exception of the Highway 1 staging area, and restricted ADA parking.

Based on further review of this alternative, onsite parking is not considered consistent with the Management Plan objectives regarding sensitive habitats. The CCSD recommends that the only parking on the FRP shall be the two existing ADA parking spaces at the northern terminus of the Marine Terrace Trail (Windsor Boulevard North) and the Highway 1 Staging Area. The Public Access and Management Plan called for one onsite ADA parking space at the Huntington Lot; however, since two

ADA parking spaces were constructed as part of the Marine Terrace Trail, CCSD staff recommends that parking at the Huntington Lot not be developed.

In addition, based on further review of ranch resources, and input from the community and FFRP members, the CCSD eliminated the mitigation measure specific to construction of additional parking on the West FRP. Mitigation measures specific to public education and alternative transportation remain in the EIR to address this impact.

Based on these reasons, this alternative is rejected from further consideration.

6. ALTERNATIVES CONSIDERED FOR ANALYSIS

The following alternatives to the proposed project were considered feasible as part of the screening analysis:

a. EAST FRP

1. No Project Alternative: Analysis of this alternative includes the assumption that future development would occur onsite under the Recreation and Open Space land use designations and would likely include development of a community park, trail system, restoration activities, and open space amenities consistent with the adopted *East West Ranch Public Access and Resource Management Plan*. However, *Community Park Master Plan* would not occur as proposed.
2. Reduced Project – Alternative A: This alternative considers a community park consisting of limited active recreation facilities, including a multi-use turf area for field sports, playground, dog park, restrooms, storage/maintenance facility, paths, parking, landscaping, and natural areas. This alternative does not increase the number of proposed sports fields, but allows for alternative site design to shift fields away from residential areas to minimize noise levels, and allow for additional parking area to accommodate the project. This alternative considers the same water supply options (i.e., recycled water, desalination) as for the proposed project.
3. Reduced Project – Alternative B: This alternative was designed to meet the objectives of the project, but reduce the area proposed for sports fields and open lawn, and allow for an alternative design to minimize noise impacts, ground disturbance, and reduce traffic trips and parking demands. This alternative considers the same water supply options (i.e., recycled water, desalination) as for the proposed project.

b. WEST FRP

4. Offsite Parking: This alternative addresses the existing and future parking demand associated with use of the West FRP trail system, and proposes purchase of off-site properties for development of parking facilities. This alternative assumes that the *Community Park Master Plan* would be implemented as proposed.

c. EAST FRP AND WEST FRP PROJECTS

5. *Environmentally Superior Alternative*: This is the alternative with the least amount of environmental impacts, considering both the East FRP and West FRP projects.

C.FINDINGS

CEQA §15126(d) states that the alternative section of an EIR shall “describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project...” §15126(d)(4) continues by stating “if the environmental superior alternative is the “no project” alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives.”

During preparation of preliminary environmental analysis as part of the EIR, the CCSO incorporated modifications to the proposed Community Park Master Plan by including many identified feasible mitigation measures in the revised project as described in Chapter III (Project Description). As noted in the alternatives discussion, environmental impacts related to available water supply and proximity to noise-sensitive land uses would be unavoidable, based on implementation of a project that meets identified objectives.

The Environmentally Superior Alternative for the East FRP is the Reduced Project – Alternative B. Implementation of this alternative would not avoid potentially significant adverse noise and water supply impacts; however, these impacts would be further minimized (compared to the proposed project with mitigation) due to the reduction in active recreational use area while meeting the objectives of the proposed project.

The Environmentally Superior Alternative for the West FRP is the Proposed Project, with mitigation. Implementation of this alternative with recommended mitigation measures would reduce all potentially significant impacts associated with the *Public Access and Management Plan* to less than significant.

VI. STATEMENT OF OVERRIDING CONSIDERATIONS

A. INTRODUCTION

For projects which would result in significant environmental impacts that cannot be avoided, CEQA requires that the lead agency balance the benefits of these projects against the unavoidable environmental risks in determining whether to approve the projects. If the benefits of these projects outweigh the unavoidable impacts, those impacts may be considered acceptable (CEQA *Guidelines* §15093[a]). CEQA requires that, before adopting such projects, the public agency adopt a Statement of Overriding Considerations setting forth the reasons why the agency finds that the benefits of the project outweigh the significant environmental effects caused by the project. This statement is provided below.

B. FINDINGS FOR STATEMENT OF OVERRIDING CONSIDERATIONS

The CCSD has incorporated all feasible mitigation measures into the project. Although these measures will significantly lessen the unavoidable impacts listed above, the measures will not fully avoid these impacts. In preparing this statement of Overriding Considerations, the CCSD has balanced the benefits of the proposed project against its unavoidable environmental risks. Based on consideration of the record as a whole, the CCSD finds that the benefits of the project outweigh the proposed project's unavoidable environmental impacts.

C. SUPPORTING EVIDENCE

Identification of unavoidable impacts is limited to the proposed community park, which would be located on the East FRP. The East and West FRP provide the largest open space parcel in the Cambria urban area. The FRP is in close proximity to the other parks and open space. The only public, active recreational area in the community is Shamel Park, which provides children's play equipment and a swimming pool. While local schools provide fee-based public access to their outdoor facilities after school hours, the school district has expressed resistance to being the sole provider of public outdoor recreational facilities in Cambria (refer to response to comments on the Draft EIR, page X-9).

The community park is proposed in response to community recreational needs and existing deficiencies. Based on the Cambria and San Simeon Acres Community Plan Update to the North Coast Area Plan (2006) the community of Cambria currently supplies 29 acres of public park space, including neighborhood and community park acreage and a 50 percent acreage credit for school facilities. The Community Plan Update documents that based on current population counts from the year 2000, the current need for neighborhood and community park space is 34 acres to serve a population of 6,218. Based on an estimated build-out population ranging from 7,724 and 10,469 people, the expected demand for neighborhood and community park space would be 121 acres (Cambria and San Simeon Acres Community Plan Update to the North Coast Area Plan, 2006).

In accordance with CEQA Guidelines Section 15093, the CCSD has weighed the benefits of the proposed project against its unavoidable environmental impacts. Regarding identified impacts related to insufficient water supply, the CCSD recognizes that any water-dependent uses are contingent on the identification and implementation of a community-wide sustainable water supply. In addition, the CCSD shall implement intensive water conservation measures to reduce the project's water demand.

Based on the consideration of the record as a whole, the CCSD finds that the legal, social, economic, and other considerations and the benefits of the project separately and independently outweigh these remaining significant, adverse impacts and is an overriding consideration independently warranting approval. The remaining significant adverse impacts identified above are acceptable in light of each of these overriding considerations.

- a. The project will support and implement the Public Access and Management Plan, and County of San Luis Obispo Parks and Recreation Element, which both identify a community park on the East FRP.
- b. The project will create public recreational, park, and open space in areas that are underserved by existing facilities, lessen the current deficiency of active recreational opportunities in the community of Cambria, and will reduce the physical and financial burden on local schools.
- c. The project will provide public, athletic, mixed use field space for youth and adult sports, including affordable facilities to residents and visitors of all ages.
- d. The project will improve public access onto the FRP by providing a safe, multi-use trail system.
- e. The project will create economic opportunities during park design and construction.
- f. The project will result in social benefits including opportunities to improve quality of life (including both mental and physical health), and encouraging physical activity and interaction among children, youths, adults, and seniors.

Exhibit D

FISCALINI RANCH PRESERVE EIR AND ORIGINAL PROPOSED 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 original proposed Community Park Master Plan (Firma, 2007). 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 original proposed 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 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.

Project	Kind	Location	Intensity	Est. Capital Outlay*
				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	No improvements
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 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 capitol 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	8.2 acres	3-5 years - grants (dependent on water supply)
Multi-use Court Pad	Community Park	East FRP	.17 acre	3-5 years - grants
Playground	Community Park	East FRP	.19 acre	5-7 years - grants
Fenced Dog Park	Community Park	East FRP	.58 acre	N/A
Native Landscaping	Community Park	East FRP	12.5 acres	N/A
Picnic Areas and Open Lawn	Community Park	East FRP	1.6 acres	N/A
Community Center	Community Park	East FRP	To be determined	7 years - grant
Restrooms	Community Park, Infrastructure	East FRP	400 sf	2 years - private
Parking	Community Park, Infrastructure	East FRP	1.55 acres	2 years - grant
Storage and Maintenance	Community Park	East FRP	0.10 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	0.15 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 capitol 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.

1. 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.

a. 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). 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.

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.

1) 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

Due to the presence of two existing ADA parking spaces at Windsor Boulevard, CCSD staff proposes to eliminate development of this ADA parking area from the Management Plan.

(c) 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.

b. 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.

c. 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.

1) 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.

2) 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.

3) Gully Stabilization

Gully stabilization would occur in a number of locations on the West FRP including the “SeaClift” 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) “Seaclift” 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 matt 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.

4) 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.

5) 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.

2. EAST FISCALINI RANCH PRESERVE

Proposed improvements within East FRP would include a 26.5-acre community park including 14.0 acres of developed active and passive recreational areas and 12.5 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 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).

a. 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.

1) Active Recreation Facilities

Proposed park amenities include turf areas for use as athletic play fields and general community recreation. The Master Plan includes: an open turf area that could be used for baseball, softball, youth soccer, adult soccer, and other field sports; a fenced dog park; a multi-use sports pad that could be used for basketball, tennis, volleyball, and other sports; 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. Temporary striping and portable backstops and equipment would be used to accommodate a variety of activities. 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.

2) 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.

3) Community Park Infrastructure and Public Use Facilities

A permeable-surface parking lot accommodating 146 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. Restrooms would be located adjacent to the park active core near the parking lot. A potential site for a future community center is proposed south of the parking lot. The proposed community center would consist of an active public facility for recreational use, including meetings and gatherings. Picnic areas are 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.

4) 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.

5) 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, courts, or trail systems. Limited, shielded security lighting would be installed on the community center building, bridge, playground, parking areas, and restrooms.

6) Natural Areas

A native vegetation meadow is proposed within the southern portion of the park. Natural areas are 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 47 percent of the Community Park area.

7) 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 (refer to Figure III-8 in the EIR) involves adding fill soil to much of the sport field area to facilitate adequate gradient to sheet flow storm water off the turf. Fill would generally average about one foot in the crowned center of the fields, tapering to meet existing grade at the edges. 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 and sport court areas are proposed to be essentially at existing grade with cut /fill generally at plus or minus one foot. Storm water runoff from the paved areas 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. Proposed restroom structures will be designed to be a minimum of one foot above the 100 year food elevation. The grading concept does not have any grading past the existing top of creek bank.

8) Landscaping

Landscaping is proposed throughout the community park area, including trees, shrubs, scrub, and flowers (refer to Figure III-10 in the EIR). Four planting zones are proposed: upland woodland edge, riparian edge, bioswale/riparian buffer, and native ornamental landscape.

9) Existing Residence

The 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.

b. TRAILS

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

c. 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.

d. SENSITIVE RESOURCE RESTORATION AND PROTECTION

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

1) Bank Stabilization

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

2) 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.

3) 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.

4) 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.

5) 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

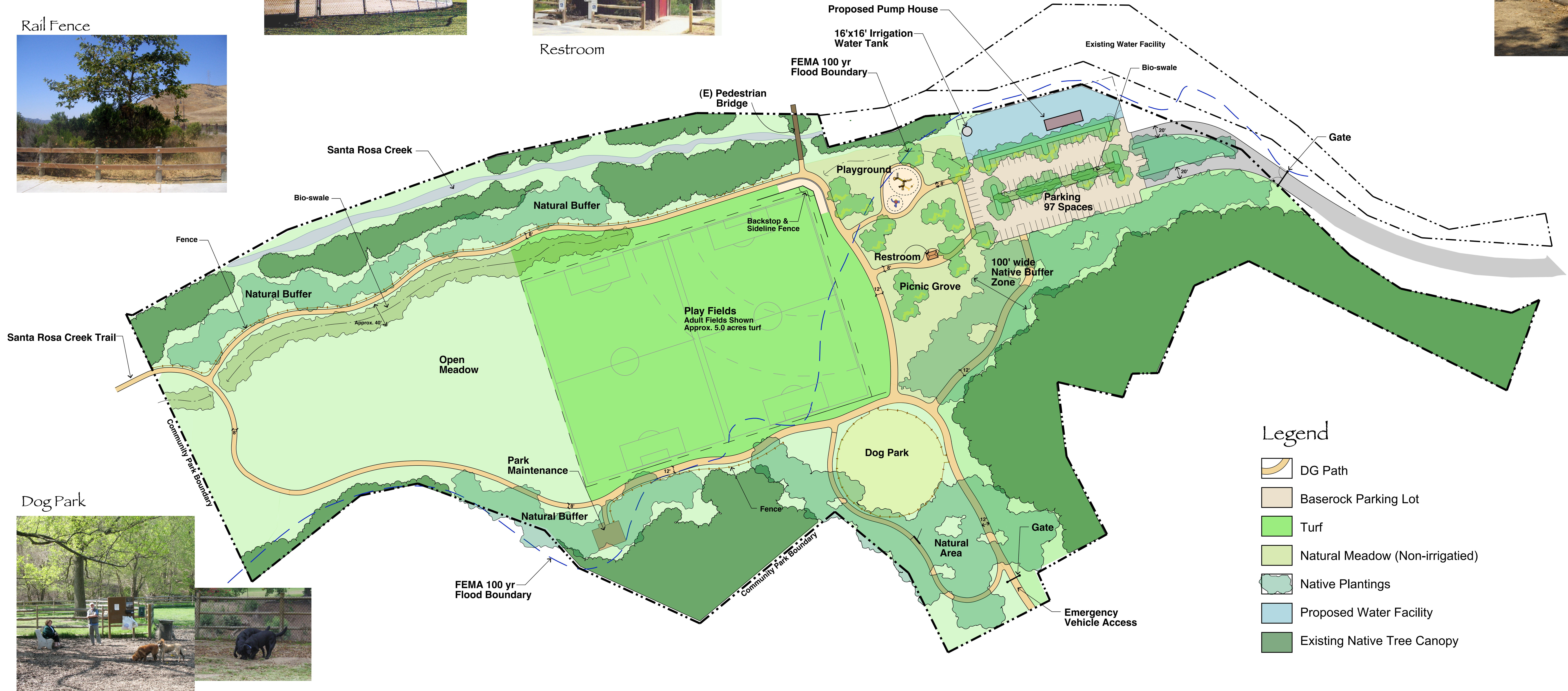


Baserock Parking



Restroom

Rail Fence



Legend

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

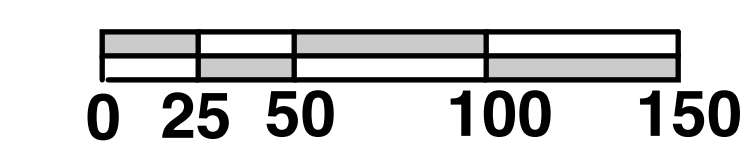
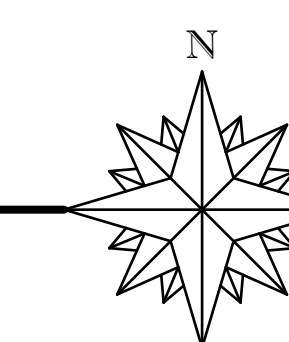
Dog Park



Fiscalini Ranch Community Park

Cambria Community Services District

Master Development Plan



August 26, 2009



SUMMARY OF REVISED COMMUNITY PARK PLAN

The Revised Community Park Plan is designed to significantly reduce impacts in all key areas when compared to the EIR's proposed project and Alternatives A and B.

1. Playfield turf area is reduced from 8.2 acres to 5 acres, enough to accommodate two adult soccer fields, which can be configured for softball with a permanent backstop. This major reduction in turf reduces all impacts including noise, traffic, water, parking, horticultural chemicals, and overall park use. It also reduces ground disturbance, which will minimize construction dust and emissions and has less impact on biotic resources.
2. Parking is reduced from 146 spaces to 97 spaces as compared to the proposed project. This is a 33% reduction and allows for a maximum of four field games plus 13 spaces for other users while games are in play.
3. The community center, hard courts, and bleachers have been eliminated.
4. The playground area is 40% smaller.
5. Parking surface would be pervious red rock/gravel, not asphalt. This drains to bioswales in the lot, reducing water quality impacts to creek and runoff quantity.
6. The restroom would be a composting type (waterless) sized 16 ft by 18 ft, requiring no water. Portable facilities could be used as an interim measure.
7. The picnic area remains approximately the same size, but would have no turf and would be an informal grove of native trees. This eliminates 1.6 acres of turf. Overall turf reduction in this revised plan is 49%.
8. The dog park remains the same size as originally determined by dog park volunteers.
9. The reduction of turf means there will be a maximum of four youth games possible with peak parking demand at 84 spaces. Thirteen additional spaces are added for other park users for a total of 97 spaces. vs. the 146 on the originally proposed project.
10. Water supply for turf will be trucked in CCSD reclaimed water. Sprinklers will be required on the turf and a 25,000 gallon tank, 16 ft tall by 16 ft in diameter, located in the area where the new booster pump is proposed. The top of tank is lower than the backdrop riparian trees. Eliminates Class 1 impacts WS 1,2,3,4,6. Trucking of water from CCSD's San Simeon Creek Road site will have related air quality effects. It is estimated that a 4,000 gallon tank truck will make five or six trips weekly during the dry season from May to October. Turf grass will be a combination of native deep-rooted and drought tolerant species. The use of reclaimed water, Impact WS 5, related to water quality will remain.

11. Lighting for security and safety has been limited to four or five shielded fixtures at the bridge, the playground area, restroom and parking lot. These will be operated automatically at dusk and turn off at dark (no night lighting).
12. The park will be gated at the drive entrance and bridge entrance and closed at dusk.
13. The active use areas that produce noise etc. are pushed as far from the south boundary as possible, generally 300-500 feet away.
14. The setback buffer zone to the path along the creek is widened to 40-60 feet except for about 200 feet along fields near the bridge, where it is 25 feet. The bioswales add another 40 feet of width west of the ball diamond. This increases biodiversity, reduces potential for human and pet intrusion, and filters storm water runoff thoroughly before entering the creek downstream in existing natural channels.
15. Other than paths, park use areas have been shifted north establishing a native buffer zone of 50-100 feet width along the southern perimeter. The exception is a length of about 200 feet at the south edge of the ball field, which is roughly where the original design was. The buffer will increase biotic habitat and screen the facility from the residents on higher ground
16. Generally all park elements are set back further from the top of the creek bank than the EIR proposed project except near the pedestrian bridge, where it is the same.
17. All park storm water would be filtered in a series of bioswales running parallel to the creek before entering the creek.
18. The new pump station has been shifted south so that no fill is required in the 100-year floodplain.

8.24.09