



CAMBRIA COMMUNITY SERVICES DISTRICT

MEETING	TIME & DATE	LOCATION
Board of Directors	1:00 PM Thursday, July 11, 2024	Cambria Veterans' Memorial Hall 1000 Main Street, Cambria, CA 93428

AGENDA

Regular Board of Directors Meeting

Thursday, July 11, 2024 1:00 PM

In person at:

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

AND via Zoom at:

Please click the link to join the webinar: [HERE](#)

Webinar ID: 821 5434 1356

Passcode: 150418

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

1. OPENING

1.A Call to Order

1.B Pledge of Allegiance

1.C Establishment of Quorum

1.D President's Report

1.E Agenda Review

2. BOARD MEMBER COMMUNICATIONS

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

3. PUBLIC COMMENT

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

speaker has up to three minutes. Members of the public who wish to comment on matters before the CCSD can submit written correspondence to boardcomment@cambriacsd.org. Note: Written correspondence will not be read into the record during the Board meeting; however, correspondence received at least one hour prior to the meeting commencement will be forwarded to the Board of Directors and posted on the District's website as part of the official meeting record. Your comments and information will become part of the official public record. If you do not want your personal information included in the official record, please do not include your address and/or phone number.

4. REGULAR BUSINESS

- 4.A Discussion and Consideration to Fill Vacant Seat on the Resources & Infrastructure Committee
- 4.B Discussion and Consideration of Extension of the Peoples' Self-Help Housing ("PSHH") Schoolhouse Lane Project Intent to Serve Letter
- 4.C Receive Update Regarding the Countywide Evacuation Plan and Cambria's Fire Prevention Plan
- 4.D Discussion and Consideration of Approval of Settlement Agreement with Coast Unified School District Regarding Acquisition of a Permanent SR4 Well, Pipeline, and Access Easement

5. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

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

6. FUTURE AGENDA ITEM(S)

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

7. ADJOURN

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.A**

FROM: Matthew McElhenie, General Manager

Meeting Date: July 11, 2024

Subject: Discussion and Consideration to Fill Vacant Seat
on the Resources & Infrastructure Committee

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

At the June 13, 2024 regular meeting, the Board of Directors directed staff to advertise to solicit candidates to fill the vacant position on the Resources & Infrastructure Committee. This vacancy was advertised on the CCSD website and social media and posted on all CCSD public information bulletin boards.

It is recommended that the Board of Directors consider the enclosed applications to fill the vacancy on the Resources & Infrastructure Committee and serve the remainder of the respective term, which expires on February 1, 2025.

ATTACHMENTS:

1. [Dennis Dudzik's Application](#)
2. [Shannon Melendy's Application](#)
3. [Debra Wright's Application](#)
4. [William Michelson's Application](#)



CCSD STANDING COMMITTEE APPLICATION

Please check which committee you are applying for. You may apply for more than one committee when you complete the application. The CCSD keeps Standing Committee applications for further committee vacancies for two years.

- The Finance Standing Committee reviews budget processes and financial management to promote fiscal stability and instill public trust.
- The Resources & Infrastructure Committee assesses existing resources and gathers information regarding the infrastructure and resource needs of the community.
- The Parks, Recreation & Open Space (PROS) Committee assesses existing resources and gathers information regarding the parks, open space, and recreational needs of the community.
- The Policy Committee reviews existing operational and governance policies that the Board has identified as requiring assessment, update, or organization for consistency with other existing policies.

Deadline: Open until filled

If you are interested in serving the community as a CCSD Standing Committee member, please complete this application and return it to:

- CCSD Administration Office during regular business hours
- CCSD Administration drop boxes located at 1316 Tamsen Street, Suite 201, Cambria, CA 93428
- Mail to CCSD, Attention: Haley Dodson, PO Box 65 Cambria, CA 93428
- Haley Dodson at hdodson@cambriacsd.org

For more information about the CCSD Standing Committees, please refer to the [CCSD website](#). The Political Reform Act (Government Code Section 82000, etc. Seq.) requires most state and local government officials and employees to disclose their personal assets and income publicly. Individuals must also disqualify themselves from participating in decisions that may affect their personal financial interests. Standing Committee members are required by law to file a [Statement of Economic Interest form](#).

Name: Dennis A. Dudzik

Home Address: [REDACTED]

City: Cambria

State: CA

Zip Code: 93428

Email: [REDACTED]

Home Telephone: [REDACTED]

Cell Telephone: [REDACTED]

Are you a registered voter in Cambria? Yes

I have been a registered voter at the address listed above since: December 2023

If less than six months, what is your last voter registration address and date?

BACKGROUND (RELATED EXPERIENCE, SKILLS, OR QUALIFICATIONS)

See attached updated BACKGROUND (RELATED EXPERIENCE, SKILLS, OR QUALIFICATIONS) dated June 28, 2024.

Signature: *Dennis A. Dudzik*

Date: June 28, 2024

Dennis A. Dudzik, PE – Supplement to CCSD R&I Standing Committee Application
BACKGROUND (RELATED EXPERIENCE, SKILLS, OR QUALIFICATIONS)

I began my career as an air pollution engineer with the California Air Resources Board, followed by several years as a Generation Project Engineer/Planner for the California Energy Commission (CEC). There I gained considerable understanding of California's environmental and permitting requirements, while learning how to work effectively with state and local agencies. Wanting to be able to serve local communities, I moved on to the City of Santa Clara (SVP), and the Northern California Power Agency (NCPA). While I was with NCPA, I coordinated the planning and operations of gas-fired combined cycle, geothermal, hydroelectric, and other renewable generation resources between the twelve of NCPA's California water and power municipal utilities (located across the state, from Lompoc to Ukiah and Plumas-Sierra). I served as project manager for the successful development and permitting of the Black Butte and Stony Gorge small hydroelectric projects.

Over the last 40 years (in addition to those mentioned above) I have provided Professional, Technical, Engineering, and Environmental Consulting Services, as well as proposal, project, and contract management, for many California municipal utility clients, including the Sacramento Municipal Utility District (SMUD), the Los Angeles Department of Water and Power (LADWP), South San Joaquin Irrigation District (SSJID), Glendale Water and Power, and others. For LADWP, I served as the Client Account Manager. In this capacity, I lead the preparation and submittal of many proposals for Integrated Resource Plan on-call services, with a total (successfully awarded) budget of \$59M over 3 years. These contracts covered virtually all aspects of integrated resource plan engineering and planning support and owner's representative services for LADWP's development of solar, wind, combined cycle, geothermal and hydro resources, as well as transmission and distribution system planning and engineering, owner's engineering and management services, demand-side management programs, and physical and cyber security. Just this month, I supported the preparation of an AECOM proposal to Denver Water, for technical support services.

As for grant research and grant applications, I have researched, supported, and led the preparation of numerous grant applications, both state and federal. A couple of years ago, I assisted SMUD in their successful application and award of \$50 million in federal grant funding for their biomass-to-hydrogen facility. In a voluntary capacity, I have researched and written several grant applications for entrepreneurs seeking funding from the US Department of Energy. I am a trained technical editor, with decades of proposal writing and editing experience. At one point in my career, I supervised the Document Production Department for an entire engineering office.

Besides gaining CCSD-specific experience attending (virtually and most recently in person) the CCSD Board, R&I, and other meetings, I have (for the past two years and currently) been an active member of the American Water Works Association (AWWA). This membership has helped (and will continue to help) CCSD stay current on local and national water challenges and opportunities, aging infrastructure issues, capital improvement financing, state-of-the-art water and wastewater technologies, and regulatory affairs. It was this connection that allowed me to alert the CCSD to the potential for Direct Potable Reuse, being driven by the California State Water Resources Control Board (SWRCB) regulations approved on December 18, 2023.



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Name: Debra Wright

Home Address: [REDACTED]

City: Cambria

State: CA

Zip Code: 93428

Email:

Home Telephone: [REDACTED]

Cell Telephone: [REDACTED]

Are you a registered voter in Cambria? ^b Yes

I have been a registered voter at the address listed above since: 2020 [REDACTED]

If less than six months, what is your last voter registration address and date?

BACKGROUND (RELATED EXPERIENCE, SKILLS, OR QUALIFICATIONS)

see attachment

Signature:

Debra Wright

Date:

6/24/2024

Debra Wright

I worked in the Information Technology field since 1974.

I worked in Building Management.

My experience from 2000 - 2010 is listed below:

Project Management

- I worked with contractors providing direct support for several office buildouts.

Program Manager

- I was the Federal Women's Program Manager and represented Fresno at National conventions. (4 years)

- I chaired several committees in the EEO office and coordinated several conferences, presentations and award banquets.

- EEO Counselor

Data Security Specialist

I dealt with managers located throughout the Western US resolving their computer program issues and training on several programs they needed to perform their duties.

Direct Reports supervisor

I managed employees from the Western U.S and all IT security related projects/programs.

Senior Manager

Associate Director of Cybersecurity Operations. I managed supervisors that represented 2/3 of the U.S. I also coordinated several national projects.

August 2013 – present

Business manager of an apartment complex located in Fresno. I hire contractors as needed, oversee the on-sight manager and maintenance personnel, pay all the bills etc.

Outside activities - current

-President of the Pastoral Council at my church and a member of the Finance Committee.

Miscellaneous

I've completed several courses in dealing with difficult people, leadership and change management.



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Name: William F. Michelson

Home Address: [REDACTED]

City: Cambria State: CA Zip Code: 93428

Email: [REDACTED]

Home Telephone: [REDACTED] Cell Telephone: [REDACTED]

Are you a registered voter in Cambria? yes

I have been a registered voter at the address listed above since: 2017

If less than six months, what is your last voter registration address and date?

BACKGROUND (RELATED EXPERIENCE, SKILLS, OR QUALIFICATIONS)

BA, MA.
 Retired Regular Army OFFICER.
 Retired Public School Teacher (History, Government)
 SAN LUIS OBISPO CIVIL GRAND JURY 2021-22, 2022-23
 SUB TEACHER COAST USD.
 CONCERNED CITIZEN.

Signature: William F. Michelson

Date: 3 July 2024

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.B**

FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: July 11, 2024 Subject: Discussion and Consideration of Extension of the Peoples' Self-Help Housing ("PSHH") Schoolhouse Lane Project Intent to Serve Letter

FISCAL IMPACT:

There is no fiscal impact to the District by granting a time extension for the Intent to Serve letter.

DISCUSSION:

This item is being presented to the Board to consider approving the time extension request of the PSHH Intent to Serve Letter for the proposed 100% affordable housing Cambria Pines Apartments project. The project was appealed to the California Coastal Commission after being approved by the County of San Luis Obispo's (SLO) Planning Department, Planning Commission, and Board of Supervisors. The appeal was denied by the Coastal Commission and the project was issued a Coastal Development Permit (CDP) A-3-SLO-19-0033.

Since then, PSHH has been actively working to finalize a financing mechanism that will enable it to proceed with construction. The project received its building permit-ready letter from SLO County on February 22, 2024, and is eligible to receive its building permit once the fees are paid to SLO County. The current status and history of the project's permits can be viewed on PermitSLO (<https://energov.sloplanning.org/>) by searching for APN 013-151-034 and filtering by permit. A permit number has been assigned to each building, in addition to grading and stormwater permits.

Typically, project applicants with a valid CDP are eligible to apply for a connection permit and have a physical water meter installed. However, due to the delayed financing and extensive plan review process, PSHH does not believe they will be ready to break ground until March 2025. The attached cover letter includes a summary of project milestones. Due to the extended permitting and financing timeline, PSHH has opted to apply for an additional 18-month extension of its current Intent to Serve Letter.

At its January 19, 2023, meeting, the Board of Directors approved a time extension for the Intent to Serve Letter through August 8, 2024. Table 1 lists other related staff reports on this project's history.

It is recommended that the Board of Directors approve the application for an eighteen (18) month time extension of the Intent to Serve Letter for the Peoples' Self-Help Housing Schoolhouse Lane affordable housing project.

ATTACHMENTS:

1. [Intent to Serve Application](#)
2. [Peoples' Self-Help Housing Cover Letter](#)

3. Building Permit Ready Letter
4. Table 1 & 2 Related Staff Reports & Strategic Plan Alignment



May 8, 2024

Directors:

Tom Gray
Debra Scott
Harry Farmer
Karen Dean
Michael Thomas

Cambria Community Services District
1316 Tamsen Street, Suite 201
Cambria, CA 93428

Dear Directors:

The Intent to Serve letter extension granted by the Cambria Community Service District (CCSD) Board of Directors to People's Self-Help Housing (PSHH) on January 19, 2023, is set to expire on August 8, 2024. Pursuant to CCSD Code Section 8.04.080(E)(3) and the guidance contained in the January 19, 2023 extension letter, PSHH may submit a request for an additional extension at least thirty (30) calendar days prior to the termination date of the Intent to Serve Letter. This submittal package serves as PSHH's formal request for an additional extension.

Since PSHH's last extension request in January 2023, PSHH has received renewed land use entitlements, completed plan check review with the County of San Luis Obispo, and has submitted multiple funding applications for the project. On February 22, 2024, the County of San Luis Obispo transmitted a "ready to issue" letter, signifying the completion of the plan check review process. With the completion of the plan check review and with building permits ready to issue pending condition compliance, PSHH is solely focused on obtaining funding for the project within the competitive realm of affordable housing financing. PSHH believes that an 18-month extension will ensure that the project has adequate time to obtain Low-Income Housing Tax Credits to complete the project's financing.

PSHH is currently preparing to reapply for Low-Income Housing Tax Credits this July. Project milestones (past and proposed) are as follows:

Plan Check & Entitlement Milestones

- 8/26/2021 — 1st Plan Check Submittal to Building Dept. and Public Works
- 9/13/2021 — Received PIP Plan Check Comments
- 1/23/2022 — Received 1st Round Plan Check Comments from Building Dept.
- 9/28/2022 — Received 1st Round Plan Check Comments from Public Works



- 2/6/2023—2nd Plan Check Submittal
- 6/8/2023—Land Use Entitlements Reapproved
- 7/11/2023—3rd Round Plan Check Submitted for Grading Permit
- 7/19/2023—3rd Round Plan Check Submittal to Building Dept.
- 2/22/2024—County Provided Permit Ready-to-Issue Letter

Funding & Construction Milestones

- 3/1/2021—Awarded SLO County Housing Trust Fund loan.
- 2/15/2022—Awarded SLO County HOME & HOME-ARP funding.
- 12/16/2022—SLO County Housing Trust Fund Board approved loan extension.
- 12/21/2022—Submitted BUILD Application for low-emission energy incentives.
- 6/7/2023—Awarded \$195,890 BUILD low-emission energy incentives grant.
- 7/12/2023 – Applied to HCD Multifamily Housing Program and Infill Infrastructure Grant Program (not awarded)
- 8/8/2023—California Tax Credit Application Submittal (not awarded)
- 2/1/2024—National Housing Trust Fund Submittal (not awarded)
- 3/5/2024—Applied for Affordable Housing Program (Awards announced June 2024)
- July 2024 – Apply for HCD Multifamily SuperNOFA (if funding is available)
- 7/2/2024—California Tax Credit Application Submittal (Anticipated)
- 10/2/2024—California Tax Credit Application Funding Award Announcement
- March 2025—Construction Loan Closing & Start Construction (pending tax credit award)
- April 2027—Complete Construction (based on 24-month construction window)

We thank the Board of Directors for their consideration of this request. Should you have any questions regarding the requested extension, please contact me at (805) 540-2474 or via email at courtneyl@pshhc.org. We look forward to continuing to work with CCSD to implement this critical affordable housing project.

Sincerely,

Courtney Long

Courtney Long
Project Manager

CCSD 7th Ext - Cambria Pines Cover Letter



2024.05.08

Final Audit Report

2024-05-08

Created:	2024-05-08
By:	Courtney Long (courtneyl@pshhc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVjb2LDCxw1RnCV1zEdA3yK46Oq3iLPbw

"CCSD 7th Ext - Cambria Pines Cover Letter 2024.05.08" History

-  Document created by Courtney Long (courtneyl@pshhc.org)
2024-05-08 - 9:34:43 PM GMT
-  Document emailed to Courtney Long (courtneyl@pshhc.org) for signature
2024-05-08 - 9:34:47 PM GMT
-  Email viewed by Courtney Long (courtneyl@pshhc.org)
2024-05-08 - 9:35:15 PM GMT
-  Document e-signed by Courtney Long (courtneyl@pshhc.org)
Signature Date: 2024-05-08 - 9:35:28 PM GMT - Time Source: server
-  Agreement completed.
2024-05-08 - 9:35:28 PM GMT



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
TREVOR KEITH, DIRECTOR

Date: 02/22/2024

Veronica Z Garcia
 Chief Real Estate Development Officer
 People's Self-Help Housing Corporation
 2901 N. Ventura Rd., Ste. 265
 Oxnard, CA 93036

RE: Ready to Issue Letter – Cambria Pines Apartments


Dear Ms. Garcia,

The County of San Luis Obispo's Department of Planning and Building has completed the Plan Check review process to approve construction plans for Cambria Pines Apartments, a 33-unit apartment community at 2845 Schoolhouse Lane in Cambria, California. This applies to the following permits:

1. PMTC2021-00277
2. PMTR2021-01129
3. PMTR2021-01130
4. PMTR2021-01131
5. PMTR2021-01132
6. PMTR2021-01133
7. PMTR2021-01134
8. PMTR2021-01135
9. PMTG2021-00078

Upon receipt of payment of all permit fees, and satisfying the permit conditions prior to issuance the County will be ready to issue building permit.

Sincerely,

DocuSigned by:


6C2259A45F3E43B...
 Sylvia Aldana
 Building Division Supervisor
 Planning and Building Department
 County of San Luis Obispo

Table 1 - Related Staff Reports

Agenda Item No.	Meeting Date	Subject
7.E	January 19, 2023	Consideration of Extension of the Outstanding Peoples' Self-Help Housing Project Intent to Serve Letter
7.E.	January 20, 2022	Consideration of Extension of the Outstanding Peoples' Self-Help Housing Project Intent to Serve Letter
4.E.	January 21, 2021	Consideration of Extension of the Outstanding Peoples' Self-Help Housing Project Intent to Serve Letter
8.C.	August 8, 2019	Consideration of Extension of the Outstanding People's Self-Help Housing Intent to Serve Letter
5.C.	February 22, 2018	Consideration of Extending the Outstanding People's Self-Help Housing Intent to Serve Letter
5.C.	August 24, 2017	Consideration of Extending Outstanding Intent to Serve Letters, Including People's Self-Help Housing
9.D.	May 22, 2014	Discussion and Direction Regarding Possible Suspension of All Outstanding Intent to Serve Letters
9.I.	January 17, 2013	Discussion and Consideration to Approve Request for Intent to Serve Letter for Sixteen (16) Affordable Housing EDUs (Equivalent Dwelling Units) for 2845 Schoolhouse Lane (Schoolhouse Lane II Site); Applicant, People's Self-Help Housing
9.E.	December 20, 2012	Discussion and Consideration to Approve Request for Intent to Serve Letter for Two (2) Affordable Housing EDUs (Equivalent Dwelling Units) for 2845 Schoolhouse Lane (Schoolhouse Lane II site), Applicant: People's Self-Help Housing
9.A.	August 23, 2012	Discussion and Consideration to Approve Request for Intent to Serve Letter for 22 Affordable Housing EDUs (Equivalent Dwelling Units) for 2845 Schoolhouse Lane (Schoolhouse Lane II site), Applicant: People's Self-Help Housing

Table 2 - Strategic Plan Alignment

Three-Year Goal(s) Addressed
None

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.C**

FROM: Matthew McElhenie, General Manager
Michael Burkey, Fire Chief

Meeting Date: July 11, 2024

Subject: Receive Update Regarding the Countywide
Evacuation Plan and Cambria's Fire Prevention
Plan

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Fire Chief Michael Burkey will provide the Board of Directors with a verbal update on the Countywide Evacuation Plan and Cambria's Fire Prevention Plan.

ATTACHMENTS:

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **4.D**

FROM: Matthew McElhenie, General Manager
Timothy Carmel, District Counsel

Meeting Date: July 11, 2024 Subject: Discussion and Consideration of Approval of Settlement Agreement with Coast Unified School District Regarding Acquisition of a Permanent SR4 Well, Pipeline, and Access Easement

FISCAL IMPACT:

If approved, the District will pay Coast Unified School District (“CUSD”) the sum of \$260,000 for the permanent easement, as well as \$5,000 for reimbursement of appraisal costs. There will be additional costs associated with the development of the new access road; however, such costs have not yet been determined.

DISCUSSION:

For the past several months, CCSD and CUSD have been discussing the terms for acquisition of a permanent easement by CCSD to use and access Well SR4 on CUSD's property. The parties held a mediation regarding the matter on April 24, 2024. A conceptual agreement was reached by the parties at the mediation and they subsequently collaborated on the preparation of an agreement settling the matter (“Settlement Agreement”). CCSD will pay CUSD \$260,000 for the permanent well, pipeline and access easement. It should be noted that CCSD will develop a new access road to Well SR4 which will significantly enhance safety. The CUSD Board of Trustees approved the Settlement Agreement on June 27, 2024. It is recommended that the Board of Directors approve the Settlement Agreement, which includes the Grant of Easement as Exhibit A.

ATTACHMENTS:

1. [Settlement Agreement](#)
2. [Exhibit A](#)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and between Coast Unified School District (“CUSD”), on the one hand, and Cambria Community Services District (“CCSD”), on the other hand (each a “Party” and collectively “Parties”), with respect to the following facts:

A. This Agreement arises out of a dispute related to CCSD’s use of Well SR4, located on CUSD’s property located at 2950 Santa Rosa Creek Rd., Cambria, CA, Assessor’s Parcel Number 013-081-075 (the “Dispute”).

B. In 2000, CCSD detected a “plume” of methyl-tertiary-butyl ether (“MTBE”) contaminating its wells on Santa Rosa Creek near the Pacific Ocean, Wells SR1 and SR3 (collectively, the “Santa Rosa Creek wells”).

C. In response to the MTBE plume, the California Regional Water Control Board issued Cleanup or Abatement Order No. 00-28, requiring that CCSD identify and secure an alternative diversion point to the Santa Rosa Creek wells by September 1, 2000.

D. On December 14, 2000, CUSD and CCSD executed an agreement (“2000 Agreement”) to allow CCSD to drill and operate Well SR4 on CUSD’s property in exchange for compensation and subject to certain limitations.

E. The 2000 Agreement was extended twice and the Parties renegotiated a new agreement dated September 27, 2012 relating to CCSD’s operation of Well SR4 on CUSD’s property (“2012 Agreement”).

F. The term of the 2012 Agreement was set to expire on September 27, 2022.

G. On September 8, 2022, CUSD agreed to an extension of the 2012 Agreement at the then-current rate of \$46,000 annually based on applicable CPI increases, pro-rated until March 31, 2023.

H. On March 9, 2023, CUSD agreed to an additional extension of the 2012 Agreement at the then-current rate of \$46,000 annually based on applicable CPI increases, pro-rated until September 30, 2023.

I. On September 30, 2023, the 2012 Agreement expired but CCSD remained in possession of Well SR4 while continuing to remit monthly rent checks at the annual rate of \$46,614.60 (“Holdover Rent”). CUSD received the Holdover Rent from CCSD but elected not to deposit the checks.

J. The Parties have since been engaged in a dispute regarding CCSD’s continued occupation of CUSD’s property and operation of Well SR4 on CUSD’s property.

K. The Parties now wish to enter into a settlement agreement with regard to all claims related to the Dispute in order to avoid expense, time, effort, and uncertainty of litigation and to

fully and finally compromise and settle and discharge all claims, controversies, demands, actions, or causes of action which they may have against each other as a result of the Dispute as more specifically set forth herein.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** CUSD will grant to CCSD an easement for continued operation of Well SR4 on the terms and conditions stated in the Grant of Easement attached hereto as **Exhibit A** and incorporated herein by reference. CCSD shall record the Easement at its sole cost, but only after it has satisfied its payment obligations set forth in Sections 2, 3 and 5 below.

2. **Payment.** Within two (2) business days after execution of this Agreement, CCSD shall pay to CUSD the amount of two hundred sixty thousand dollars (\$260,000.00).

3. **Appraisal Reimbursement.** Within two (2) business days after execution of this Agreement, CCSD shall pay to CUSD the amount of five thousand dollars (\$5,000.00) in addition to the amount described in Section 2, as reimbursement of appraisal costs as required pursuant to California Code of Civil Procedure section 1263.025.

4. **Manner of Payment.** Any payments under Sections 2 and 3 above shall be made via wire transfer to CUSD. CUSD's authorized representative shall promptly provide wire instructions upon execution of this Agreement.

5. **Rent Checks.** Within two (2) business days after execution of this Agreement, CCSD shall make all outstanding Holdover Rent payments to CUSD from September 30, 2023 to the date of execution of this Agreement, and reissue checks previously sent to CUSD for Holdover Rent if the checks have expired.

6. **Release.** Each Party releases and discharges the other Party, its officers, directors, shareholders, members, managers, agents, servants, employees, attorneys, insurance companies, representatives and affiliates, and those persons in active concert or participation with any of the foregoing persons, together with their successors and assigns, from any and all claims, liabilities, demands, attorneys' fees, costs, obligations and losses whatsoever, whether now known or unknown, fixed or contingent, that either Party now has against the other Party arising out of or relating in any way to the Dispute. This **Section 6** is expressly contingent upon fulfilment of the obligations in **Sections 1, 2, 3, and 5** of this Agreement. The Parties have not, by this Agreement, waived their right to pursue any claims (of any nature) against one another that accrue after the Effective Date of this Agreement and which are not expressly addressed in this Agreement, or any claims that may arise as a result of either Party's breach of this Agreement.

7. **Waiver of Section 1542.** The Parties acknowledge and understand the meaning of California Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release

and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

With respect to the matters set forth herein and subject to the terms of this Agreement, the Parties expressly waive and relinquish any right or benefit which they now have, or may have, under California Civil Code section 1542. In connection with such waiver and relinquishment, Parties acknowledge they are aware that attorneys or agents may hereafter discover claims or facts in addition to or different from those which the Parties now know or believe to exist with respect to the Dispute, but it is their intention to hereby fully, finally, and forever settle and release all claims, demands, damages, costs, attorneys' fees, liabilities, obligations, and causes of action, known or unknown, suspected or unsuspected, which do exist, or may exist, or heretofore have existed against the Parties or the Dispute. In furtherance of such intention, the releases herein given shall be and remain in effect as full and complete releases.

8. Fees and Costs. Except as set forth in Section 13 of this Agreement, the Parties agree to bear their own attorney fees and costs incurred in connection with the preparation and completion of this Agreement.

9. Right to Access. The Grant of Easement described in Section 1 of this Agreement and attached hereto as **Exhibit A** provides that CCSD will construct, install, operate and maintain a new surface access road for ingress and egress purposes at CCSD's own cost and expense. Subject to the terms and limitations described in this Agreement and the Grant of Easement, CUSD grants CCSD a limited license to utilize the existing access road for ingress and egress purposes to Well SR4. The license will terminate upon completion of the new access road contemplated in the Grant of Easement.

10. No Admission of Liability. It is expressly understood and agreed that the Parties enter into this Agreement to compromise and settle claims. The terms of this Agreement do not constitute an admission of liability by any Party, nor shall this Agreement or any proceeding hereunder, be deemed to be evidence of or an admission of any liability or wrongdoing by any Party.

11. Captions. The captions or headings of the sections or paragraphs of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section or paragraph of this Agreement.

12. Further Actions. The Parties shall act in good faith and shall take all further actions reasonably necessary to effectuate the letter and spirit of this Agreement.

13. Enforcement, Venue, and Attorneys' Fees. The venue for any dispute arising from or related to this Agreement, its performance, or its interpretation shall be the Superior Court of California, County of San Luis Obispo. In any such legal action, the prevailing party or parties shall be entitled to recover their reasonable attorneys' fees from the non-prevailing party or parties.

14. Integration. This Agreement, including the exhibits attached hereto, contains the entire agreement and understanding concerning the matters described herein. Each of the Parties hereto acknowledges that no other party, nor the agents or attorneys for any party, has made any

promise, representation, or warranty whatsoever, express or implied, that is not contained herein, to induce the execution of this Agreement, and acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein.

15. Amendments. This Agreement may not be amended except in writing signed by both of the Parties hereto.

16. Notices. All notices to be given by either Party to the other shall be in writing and shall be served either by overnight delivery service providing evidence of receipt (such as Federal Express), or by registered or certified mail, return receipt requested, by hand delivery, or by electronic mail (email), and shall be deemed given upon actual receipt or refusal; and shall be addressed as follows, at such other address as any party may from time to time specify to the other Parties in writing:

Coast Unified School District:

Scott Smith
Superintendent
Coast Unified School District
1350 Main Street
Cambria, California 93428

with a copy to:

Christopher Guillen
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101
Cguillen@bhfs.com

Cambria Community Services District:

Matthew McElhenie
General Manager
Cambria Community Services District
1316 Tamsen Street, Suite 201
Cambria, CA 93428

with a copy to:

Alan Fenstermacher
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Afenstermacher@rutan.com

17. **Advice of Counsel.** The Parties hereby acknowledge that they have jointly negotiated the terms of this Agreement with assistance of legal counsel and are executing this Agreement with the consent, and upon the advice, of their own counsel.

18. **Authority to Sign.** Each individual signing this Agreement represents and warrants that they have been authorized to do so by proper action of the party on whose behalf they have signed.

19. **Binding on Successors.** This Agreement is binding upon and shall inure to the benefit of the Parties hereto, as well as their respective agents, employees, representatives, heirs, successors, and assignees.

20. **Counterparts.** This Agreement may be signed in one or more counterparts and, when all Parties have signed the original or a counterpart, such counterparts together shall constitute one original document.

21. **Severability.** If any provision of this Agreement or its application to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and its other applications shall not be affected and shall be enforceable to the full extent permitted by law.

22. **Effective Date.** This Agreement shall be effective immediately upon its execution by all Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives.

[Signatures on Following Page]

Coast Unified School District:

Scott Smith, Superintendent

Date: _____

Cambria Community Services District:

Matthew McElhenie, General Manager

Date: _____

APPROVED AS TO FORM:

Dated: June __, 2024

BROWNSTEIN HYATT FARBER
SCHRECK, LLP

By: _____
CHRISTOPHER GUILLEN
Attorneys for
COAST UNIFIED SCHOOL DISTRICT

Dated: June __, 2024

RUTAN & TUCKER, LLP

By: _____
ALAN FENSTERMACHER
Attorneys for
CAMBRIA COMMUNITY SERVICES
DISTRICT

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Cambria Community Services District
Attn: District Clerk
PO Box 65
Cambria, CA 93428

EXEMPT FROM RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 6103.	SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY
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APN: 013-081-075 DOCUMENTARY TRANSFER TAX \$ 0.00

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area of San Luis Obispo County (X) City of Cambria, and
- There is no Documentary Transfer Tax due.
The conveyance is to a governmental entity or political subdivision, R & T 11922

GRANT OF EASEMENT

This Grant of Easement (the "Agreement") is made and entered into in the County of San Luis Obispo, State of California, on June __, 2024, by and between the CAMBRIA COMMUNITY SERVICES DISTRICT, a political corporation of the State of California, hereinafter referred to as "CCSD," and COAST UNIFIED SCHOOL DISTRICT, hereinafter referred to as "CUSD" collectively "the Parties."

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the Parties:

A. On December 14, 2000, CCSD and CUSD entered into an Agreement for Alternative Point of Water Diversion at Coast Union High School (the "Original Agreement");

B. The purpose of the Original Agreement was to provide an alternative location, upgradient from CCSD's Santa Rosa Creek wells, so that CCSD can appropriate water from the Santa Rosa Creek underflow in accordance with the permit issued by the California State Water Resource Control Board ("SWRCB"), in a maximum amount not to exceed 518 acre-feet per calendar year;

C. The SWRCB later issued CCSD an appropriative water rights license (License no. 13917), lowering the maximum quantity of Santa Rosa Creek underflow diversion from 518 acre-feet to 218 acre-feet per calendar year;

D. Pursuant to the Original Agreement, Well SR4 (first defined in the Original Agreement and which definition was later refined in the 2012 Agreement, defined below) was installed on the area adjacent to the athletic fields of Coast Union High School (the “Site”), owned by CUSD and located at 2950 Santa Rosa Creek Road, Cambria, California, APN: 013-081-075 (the “Servient Tenement”), and thereafter operated by CCSD pursuant to the terms of the Original Agreement;

E. CCSD asserts that Well SR4 provides a critical domestic water source for the community of Cambria, including for drinking, firefighting and other purposes;

F. On September 27, 2012, CCSD and CUSD entered into a new Agreement (“2012 Agreement”) under which CCSD continued to operate Well SR4 on the Site;

G. After a one year extension, the 2012 Agreement expired on September 30, 2023, and in order to resolve the Parties’ disputes regarding a potential extension thereto or an alternative agreement, or potential condemnation of portions of CUSD’s property by CCSD, CUSD has agreed to sell, and CCSD has agreed to purchase, certain permanent easement interests in CUSD’s property, pursuant to the terms and conditions of this Agreement, as described in more detail in **Exhibits A1 through B-4**;

H. The Parties have also concurrently entered into a Settlement Agreement relating to the easements granted by this Agreement, which is hereby incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants, conditions, promises and agreements contained herein, CCSD and CUSD mutually agree as follows:

TERMS AND CONDITIONS

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

2. Public Interest and Necessity Satisfied. CCSD agrees that so long as CCSD has the permanent easement interest in the Servient Tenement described herein, which, as described below, provides sufficient access to and use of Well SR4 and associated infrastructure (the Well Facilities, as defined herein), or a replacement well and any reasonably necessary associated facilities and infrastructure pursuant to Section 3(b)(ii), the public interest and necessity do not require further acquisition by CCSD or any successor agency of any portion of CUSD’s approximately 40 acre property located at 2950 Santa Rosa Creek Road, Cambria, California, APN 013-081-075, pursuant to Code of Civil Procedure section 1240.010, *et seq.*, also known as the “Eminent Domain Law.”

The Parties acknowledge the Constitutional and judicial authority described in *City of Glendale v. Superior Court* (1993) 18 Cal.App.4th 1768 that holds a governmental entity may not waive any rights to eminent domain through contract. The Parties agree that this Section 2 does not violate that legal authority; this Section represents an agreement by the Parties that CCSD

cannot prove elements necessary to take any portion of CUSD's property pursuant to the Eminent Domain Law so long as the terms of this Agreement are in effect.

To the extent this Section is found unenforceable by a court of law or CCSD pursues a take of CUSD's property described herein, this Agreement and all rights provided to CCSD herein shall automatically extinguish and CCSD shall immediately vacate the Servient Tenement.

3. Nature of Easements. CUSD grants CCSD a permanent easement to access and operate Well SR4 (or a replacement well and related infrastructure pursuant to Section 3(b)(ii)) along with all necessary secondary or auxiliary easements for CCSD to exercise those rights, all of which are described below.

(a) Primary Easement. CUSD grants CCSD a permanent easement allowing CCSD to access, maintain and use the municipal water supply well designated as Well SR4 and constructed by CCSD pursuant to the Original Agreement, along with associated infrastructure, including a water treatment facility ("Treatment Plant"), located on the Servient Tenement (collectively, "Well Facilities") for the purpose of diverting the 218 acre-feet of unappropriated water per calendar year which it is entitled to appropriate from the Santa Rosa Creek underflow pursuant to its license (Permit No. 20387/License No. 13917) from the SWRCB, and subject to the limitations in this Agreement ("Easement"). The area where the Well Facilities are located and the portion of the Servient Tenement where this primary Easement is located is described in Exhibit A1 and depicted in Exhibit B1, which are attached to this Agreement and hereby incorporated by reference. In the event that Well SR4 is ever abandoned by CCSD, CCSD shall cap and plug Well SR4 at no cost to CUSD.

(b) Secondary Easements. The Easement granted in this Agreement also includes the incidental rights to use the Servient Tenement which are necessary for the use and enjoyment of the Easement, provided that CCSD exercises such rights at CCSD's own cost and expense, and only in connection with the Easement and only for as long as is necessary for the use and enjoyment of the Easement ("Secondary Easements"). In exercising these rights, CCSD must use reasonable care and may not unreasonably increase the burden on the Servient Tenement. These Secondary Easements are as follows:

(i) Operation, repair and maintenance of the Well Facilities, located on a portion of the Servient Tenement described in Exhibit A1 and depicted in Exhibit B1. The Well Facilities will remain in place as depicted in Exhibit A1 and Exhibit B1 and may not be expanded absent CUSD's express written consent, which shall not be unreasonably withheld.

(ii) In the event Well SR4 fails and CCSD in its sole discretion determines a replacement well is necessary, CCSD shall have the right to drill a replacement well, in which case, the parties shall promptly negotiate in good faith to amend this Agreement accordingly. In no instance shall CUSD deny CCSD's request to drill a replacement well pursuant to this subsection, but CUSD reserves the right to reject the proposed location of a replacement well if the proposed location would unreasonably increase the burden on the Servient Tenement or

unreasonably expand the Easement as described in Exhibit A1 and depicted in Exhibit B1, as determined in CUSD's reasonable discretion. In the event that CUSD rejects the proposed location of the replacement well, CUSD will counter-propose two (2) comparable and viable equivalent alternative locations. In no case shall CCSD be entirely prevented from drilling a replacement well.

(iii) Operation, repair and maintenance of Treatment Plant to treat water extracted from Well SR4 for iron and manganese and to meet all other requirements of the Department of Health Services, and operation, repair and maintenance of said Treatment Plant, including operation, repair and maintenance of underground water pipelines and electrical conduits and wires between Well SR4 and the Treatment Plant, located on a portion of the Servient Tenement described in Exhibit A1 and depicted in Exhibit B1, which are attached to this Agreement and hereby incorporated by reference.

(iv) Construction, installation, operation and maintenance of underground water pipelines and appurtenances, and all incidental ingress and egress thereto, located on a portion of the Servient Tenement described in Exhibit A2 and depicted in Exhibit B2, which are attached to this Agreement and hereby incorporated by reference.

(v) Construction, installation, operation and maintenance of a surface access road suitable for heavy trucks and underground water pipelines and appurtenances, and all incidental ingress and egress thereto, located on a portion of the Servient Tenement described in Exhibit A3 and depicted in Exhibit B3, which are attached to this Agreement and hereby incorporated by reference.

(vi) Operation, repair and maintenance of underground sewer pipeline, and all incidental ingress and egress thereto, located on a portion of the Servient Tenement described in Exhibit A4 and depicted in Exhibit B4, which are attached to this Agreement and hereby incorporated by reference.

4. Access to Servient Tenement. CCSD agrees that its access to the Servient Tenement shall be limited to the location of the Easement and the Secondary Easements as provided in Section 3 of this Agreement, except in emergency circumstances upon notification to and approval by CUSD, whose approval shall not be unreasonably withheld. The Parties agree that the surface access road described in Exhibit A3 and depicted in Exhibit B3 is non-exclusive and CUSD may use such surface access road in any manner that is consistent with CCSD's use and enjoyment of the Easement and as otherwise set forth herein.

5. Exclusive Use of Well Facilities. CCSD's use of the Well Facilities granted in this Agreement shall be exclusive, except as otherwise set forth herein. CUSD shall not grant or assign to others any right to use water through Well SR4. CUSD retains the right to use the Servient Tenement in any manner that is consistent with CCSD's use and enjoyment of the Easement and as otherwise set forth herein.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of CUSD and CCSD and their respective heirs, legal representatives and successors.

7. Primary Water Supply Source; Joint Use of Wells:

(a) Well 23R is CUSD's primary water supply source for Coast Union High School ("CUHS"), *i.e.*, the source from which CUHS will always initially extract water for its irrigation needs. Likewise, Well SR4, which is being operated and maintained pursuant to this Agreement, is CCSD's primary Santa Rosa Creek water supply source, *i.e.*, the source from which CCSD will always initially extract water for its Santa Rosa Creek water supply needs.

(b) CUSD and CCSD hereby agree that in the case of a short-term area wide emergency situation (*i.e.*, natural disaster, wildfire) or if either CUSD or CCSD's well and/or related equipment function improperly so that water cannot be extracted from such well, the affected entity shall contact and consult the other entity for permission to extract water from that entity's primary water supply source, subject to the limitations set forth in Section 8 below. Other than as provided in this Section 7(b), CCSD shall have no right to access or use Well 23R.

8. Limitation on Extraction of Water. CCSD's use of water from Well SR4 and CUSD's use of water from Well 23R are subject to the following limitations:

(a) CCSD has installed and shall continue to maintain a meter on Well SR4 to measure the amount of water taken from Well SR4. CUSD shall have access to Well SR4 for the purposes of inspecting the meter on that well.

(b) CCSD shall monitor the level of water in Well SR4 and Well 23R on a semi-monthly basis, maintain records of that monitoring and provide CUSD with copies of such monitoring records.

(c) Should the level of water in Well 23R measure 10 feet above sea level or less, CCSD will notify CUSD immediately and initiate communications with CUSD to discuss limiting or ceasing CCSD's pumping from Well SR4 or, if applicable, Well 23R. In addition, CCSD will begin daily monitoring of the water levels of both Well SR4 and Well 23R and provide CUSD with copies of the monitoring records.

(d) Should the level in Well 23R measure sea level (0 feet) after being shut down for a period of two (2) hours, or should air be pumped from Well 23R, CCSD will cease pumping from Well SR4 immediately.

(e) Should the water level in Well 23R return to 10 feet above sea level, CCSD may resume operation of Well SR4 under the limitations stated in subsections (c) and (d) of this Section.

9. Default/Dispute Resolution. In the event of default by either party to this Agreement in the performance of any of the terms, covenants and conditions herein, the nondefaulting party shall give written notice to the defaulting party of such default. In the event

that the defaulting party does not commence or complete the actions necessary to cure such default within thirty (30) days after such notice is postmarked or personally served on the defaulting party, the Parties shall meet together, face to face, to discuss any issues regarding the default. If, in the opinion of the non-defaulting party, the default is not cured within sixty (60) days after written notice of such default is postmarked or personally served on the defaulting party, the Parties shall submit the dispute to a mediator. The Parties shall select a mediator from the list of certified civil mediators who are located in San Luis Obispo County. After selection of the mediator, a mediation conference shall be scheduled as soon thereafter as possible and both parties shall fully and completely present their positions at mediation and shall mediate in good faith. All of the rules applicable to court ordered mediation shall apply to the mediation.

10. Liquidated Damages for Violation of Section 8(d). The Parties agree that, due to the difficulty of identifying an alternate water source and controlling the costs of supplying water from an alternate source, it would be difficult, if not impossible, to calculate the damages CUSD would suffer if it is not able to use Well 23R as a result of CCSD's pumping of Well SR4. Therefore, in the event that CCSD breaches Section 8(d) of this Agreement, it shall pay to CUSD, as liquidated damages, \$5,000 per week for the entire time period that the breach of Section 8(d) is not remedied. This sum shall increase annually by three percent. For purposes of this Section, a breach of Section 8(d) is considered fully remedied if CCSD ceases all pumping of Well SR4 and water levels in Well 23R return to 0 feet above sea level or Well 23R ceases pumping air. The payments made under this Section are intended to constitute liquidated damages to CUSD pursuant to California Code sections 1671, 1676 and 1677. The Parties agree that liquidated damages amount set forth in this Section is the result of a reasonable endeavor by the Parties to estimate a fair average compensation for any loss CUSD may sustain by reason of a breach by CCSD of Section 8(d) of this Agreement.

11. Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

12. Costs of Enforcement. If either Party brings an action against the other Party to this Agreement, then the prevailing Party in the action will be entitled to collect all of its costs of the action, including reasonable attorneys' fees, from the non-prevailing Party.

13. Maintenance and Repairs. CCSD hereby agrees to maintain at its sole cost Well SR4 and all related improvements in good condition and to repair such improvements as necessary, including emergency repairs of equipment.

14. Indemnification. CCSD hereby agrees to indemnify, defend, assume all liability for and hold harmless CUSD and its officers, employees, agents and representatives from all actions, claims, penalties, obligations, liabilities, damages, judgments, personal injuries, costs or expenses, in any manner arising out of this Agreement or the performance or attempted performance of the provisions hereof, including but not limited to any act or omission on the part

of CCSD or its officers, employees, agents or representatives, except to the extent attributable to the negligence or willful misconduct of CUSD or its officers, employees, agents or representatives.

15. Nonassignability. The Parties shall not permit any right or privilege granted under this Agreement to be exercised by another, nor shall this Agreement or any right or privilege granted there under be in whole or in part sold, transferred, leased, assigned, disposed of or alienated. Any purported assignment of this Agreement or any interest in this Agreement shall be void and of no effect.

16. Inspection. CUSD and its representatives, employees, agents or independent contractors may enter and inspect the Site or any portion thereof or any improvements constructed, maintained, or operated pursuant to this Agreement at any time to verify CCSD's compliance with the terms and conditions of this Agreement.

17. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof and all prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. Thus, no covenants, agreements, representations, or warranties of any kind whatsoever, whether express or implied in law or fact, have been made by any party hereto, except as specifically set forth in this Agreement.

18. Miscellaneous Terms. The Parties hereto represent, warrant and agree as follows:

(a) Each party has read the Agreement carefully, knows and understands the contents thereof, and has made such investigation of the facts pertaining to this Agreement and of all matters pertaining hereto as it deems necessary or desirable.

(b) The terms of this Agreement are contractual, not a mere recital, and are the result of negotiations between the parties.

(c) Each party agrees that such party will not take any action which would interfere with the performance of this Agreement by the other party hereto or which would adversely affect the rights provided for herein.

(d) Whenever the context so requires, the singular number shall include the plural number, and vice versa.

(e) Captions and paragraphs headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

19. Modifications. No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by such party.

20. Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts or copies ("counterpart") by the parties hereto. When each party has signed and delivered at least one counterpart to the other party hereto, each counterpart shall be deemed

an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

21. Severability. Any provision of this Agreement found to be illegal, invalid or unenforceable shall be modified to be enforceable in a manner that is consistent with the Parties' intentions, or, if it cannot be so modified, shall be severed from this Agreement. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the remaining provisions of this Agreement, which shall remain valid and in full force and effect.

22. Authority to Execute. Each party executing this Agreement further represents and warrants that the execution of this Agreement has been duly authorized by its board or governing body and that each has the full right and authority to enter into and perform this Agreement on behalf of the party for whom each has signed and the full right and authority to bind fully said party to the terms and obligations (including, without limitation, the representations and warranties set forth herein) of this Agreement.

23. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California where it is deemed to have been executed and delivered.

IN WITNESS WHEREOF, CAMBRIA COMMUNITY SERVICES DISTRICT and COAST UNIFIED SCHOOL DISTRICT have executed this Agreement on the day and year hereinabove set forth.

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Matthew McElhenie, General Manager

COAST UNIFIED SCHOOL DISTRICT

By: _____
_____, Superintendent

APPROVED AS TO FORM:

CAMBRIA COMMUNITY SERVICES DISTRICT

By: _____
Timothy J. Carmel, District Counsel

//

COAST UNIFIED SCHOOL DISTRICT

By: _____

Christopher Guillen, Counsel for Coast Unified School District

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On _____, 2024 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

On _____, 2024 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT A

Legal Description COAST UNION SCHOOL DISTRICT PROPERTY

PARCEL 1:

THAT PORTION OF SECTIONS 23 AND 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT STAKE S-1, SET ON THE INTERSECTION OF THE SOUTH LINE OF THE STATE HIGHWAY AND THE WEST LINE OF THE COAST UNION HIGH SCHOOL PROPERTY AND RUNNING THENCE SOUTH 11° 00' WEST ALONG SAID WEST LINE 1102 FEET TO THE CENTER LINE OF SANTA ROSA CREEK; THENCE DOWN THE CENTER LINE OF SAID CREEK NORTH 17° 53' 30" WEST 418.19 FEET TO A POINT; THENCE NORTH 80° 50' WEST, 474.90 FEET TO A POINT; THENCE NORTH 53° 25' WEST, 559.81 FEET TO A POINT; THENCE SOUTH 84° 14' WEST, 352.11 FEET TO A POINT; THENCE NORTH 27° 22' EAST, LEAVING SAID CENTER LINE, 260.20 FEET TO A POINT ON THE SOUTH LINE OF SAID HIGHWAY; THENCE ALONG SAID SOUTH LINE NORTH 33° 38' EAST, 48.07 FEET; THENCE NORTH 43° 04' EAST, 48.39 FEET; THENCE NORTH 45° 47' 30" EAST, 39.31 FEET; THENCE NORTH 64° 36' 30" EAST 430.67 FEET; THENCE NORTH 66° 09' EAST 452.99 FEET; THENCE SOUTH 87° 38' EAST, 46.87 FEET; THENCE SOUTH 54° 39' EAST, 674.03 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PART OF THE WILLIAM RICHARDS TRACT IN THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND AS CONVEYED BY MARY BROWN TO WILLIAM RICHARDS BY DEED DATED SEPTEMBER 20, 1872 AND RECORDED IN VOLUME "D", PAGE 386 OF DEEDS, WHICH IS PARTICULARLY DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A POINT IN THE CENTER OF SANTA ROSA CREEK AT THE SOUTHWEST CORNER OF THE SAID RICHARDS TRACT, THE SAME POINT BEING THE SOUTHWEST CORNER OF THE SAID FRACTIONAL SECTION 24, AND RUNNING; THENCE TO AND ALONG THE OLD FENCE ON THE WEST LINE OF THE SAID TRACT, NORTH 11° EAST, 1102 FEET TO FENCE POST ON THE WEST LINE OF THE SAID TRACT ON SOUTHERLY LINE OF PUBLIC ROAD MARKED "S1"; THENCE ON SAID ROAD LINE, SOUTH 54° EAST 781 FEET TO A FENCE POST MARKED "S.2"; THENCE SOUTH 79° EAST, 104 FEET TO AN IRON PIPE IN LINE OF OLD FENCE ON THE EASTERLY LINE OF THE SAID RICHARDS TRACT, FROM WHICH A BLUE GUM TREE 36 INCHES DIAMETER BEARS SOUTH 80° WEST 2.3 FEET DISTANT; THENCE ALONG LAST NAMED LINE SOUTH, 32 1/4° EAST, 188 FEET TO CENTER OF SANTA ROSA CREEK; THENCE MEANDERING DOWN SAID CREEK, SOUTH 59° WEST, 160 FEET; NORTH 83° WEST, 185 FEET; WEST 137 FEET; SOUTH 48° WEST, 100 FEET; SOUTH 81° WEST 59 FEET; SOUTH 48° WEST, 51 FEET; SOUTH 20° WEST, 200 FEET; SOUTH 40° WEST, 125 FEET; SOUTH 57 1/4° WEST, 90 FEET; SOUTH 42° WEST, 67 FEET; SOUTH 84 1/4° WEST, 46 FEET; NORTH 36 1/2° WEST, 66 FEET NORTH 47° WEST, 86 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND IN THE SAID RICHARDS TRACT IN THE SOUTHWEST QUARTER OF THE FRACTIONAL SECTION 24, TOWNSHIP 27 SOUTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FOR A TANK SITE WITH A RIGHT OF WAY FOR THE PIPE LINES LEADING THERETO PARTICULARLY DESCRIBED AS FOLLOWS, VIZ:

BEGINNING AT A FENCE POST MARKED "S.4" IN THE EASTERLY LINE OF THE SAID RICHARDS TRACT FROM WHICH THE IRON PIPE "S.3" AS LOCATED IN THE FOREGOING DESCRIPTION BEARS SOUTH 32 1/2° EAST, 411.5 FEET DISTANT, AND FROM SAID POST "S.4" RUNNING SOUTH 32 1/2° EAST, 20 FEET; THENCE SOUTH 57 1/2° WEST, 20 FEET; THENCE NORTH 32 1/2° WEST, 20 FEET; THENCE NORTH 57 1/2° EAST 20 FEET TO THE POINT OF BEGINNING; ALSO A RIGHT OF WAY FOR A PIPE LINE THREE FEET WIDE LYING 1 1/2 FEET ON EACH SIDE OF A LINE BEGINNING AT THE CENTER OF THE SOUTHWEST LINE OF THE ABOVE DESCRIBED TANK SITE AND RUNNING THENCE SOUTH 45 1/2° WEST, 178 FEET TO NORTHERLY LINE OF PUBLIC ROAD.

APN: 013-081-075

N:\2024\24-080 Coast Union High School - Cambria\Legal Descriptions\Legal Descriptions - Exhibits A-A6.doc
5/9/2024 1:58 PM

EXHIBIT A1

**Legal Description
Well Site, Water Treatment Plant Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

 Northing 2,406,235.07
 Easting 5,647,371.47

Thence from said point of commencement, North 51°47'13" East 1318.67 feet to the True Point of Beginning; thence

- 1) North 26°23'55" East a distance of 43.77 feet; thence
- 2) South 62°18'31" East a distance of 178.65 feet; thence
- 3) South 27°13'38" West a distance of 59.13 feet; thence
- 4) North 60°58'02" West a distance of 49.96 feet; thence
- 5) North 49°28'50" West a distance of 49.63 feet; thence
- 6) North 60°01'25" West a distance of 79.86 feet more or less, to the True Point of Beginning.

EXCEPTING THEREFROM, the right for Coast Unified School District to use, access and maintain the irrigation well owned by Coast Unified School District within the above-described parcel, and make any use of the above-described parcel reasonably necessary and incidental to the use, access and maintenance of said wells.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

 Northing 2,407,430.05
 Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

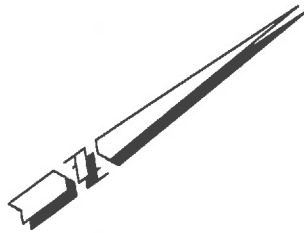
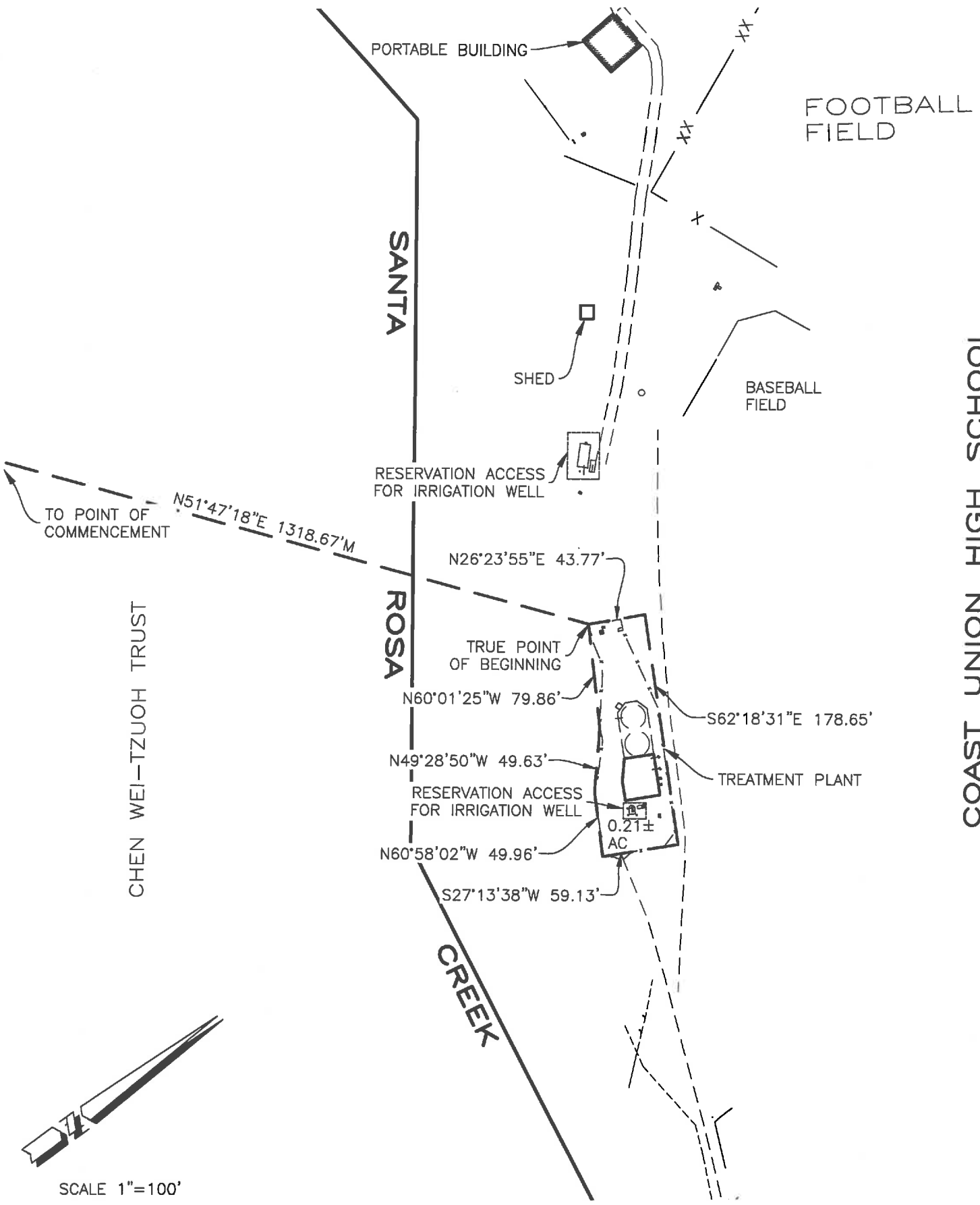
The above-described parcel contains approximately 0.21 acres and is graphically shown on Exhibit B1 attached hereto and made a part hereof.

 **5-9-2024** ***
Michael B. Stanton, PLS 5702 Date



EXHIBIT "B1"

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits REV 5-9-2024.dwg, 8.5X11 EXH B1, May 09, 2024 1:28pm, MStanton



SCALE 1"=100'



MICHAEL B. STANTON, PLS 5702
 3559 SOUTH HIGUERA ST.
 SAN LUIS OBISPO, CA 93401
 805-594-1960

WELL SITE-WATER TREATMENT PLANT EASEMENT

May 9, 2024 JOB #24-080

EXHIBIT A2

**Legal Description
Water Pipeline Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 57°01'31" East a distance of 1441.52 feet the True Point of Beginning; thence

- 1) North 62°09'17" West a distance of 96.07 feet; thence
- 2) North 57°44'31" West a distance of 400.43 feet
- 3) North 23°44'29" West a distance of 235.60 feet
- 4) North 48°32'25" West a distance of 69.29 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and the Point of Terminus

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel contains 0.37 acres as is graphically shown on Exhibit B2 attached hereto and made a part hereof.

* * *

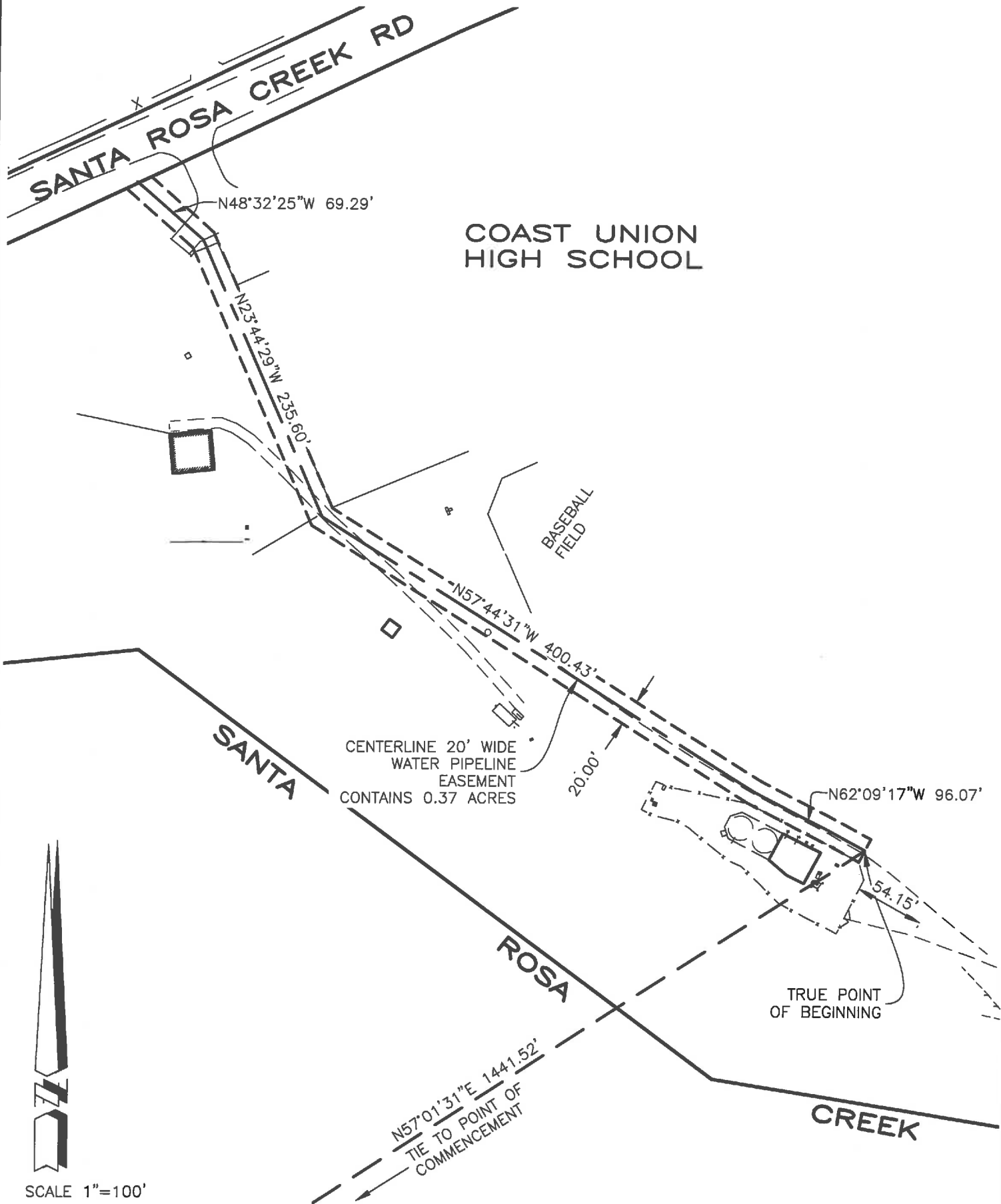
 5-9-2024

Michael B. Stanton, PLS 5702 Date



EXHIBIT "B2"

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits REV 5-6-2024.dwg, 8.5X11 EXH B2, May 08, 2024 4:59pm, MStanton



SCALE 1"=100'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

WATER PIPELINE EASEMENT

May 8, 2024 JOB #24-080

EXHIBIT A3

Legal Description Shared Access Easement

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

AREA 1:

A strip of land 20' in width, lying 10 feet on each side of the following described centerline.

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 53°35'58" East a distance of 1397.36 feet the True Point of Beginning; thence

- 1) North 57°44'31" West a distance of 400.85 feet; thence
- 2) North 23°44'29" West a distance of 235.60 feet
- 3) North 6°33'21" East a distance of 43.68 feet
- 4) North 25°29'17" West a distance of 25.43 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and point of terminus.

The above-described parcel contains 0.32 acres.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

EXHIBIT A3 (Continued)

AREA 2:

Commencing at 2 ¼" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 53°35'58" East a distance of 1397.36 feet the True Point of Beginning; thence

- 1) North 32°15'29" East a distance of 10.00 feet; thence
- 2) South 75°53'34" East a distance of 103.40 feet to the beginning of a tangent curve, concave westerly having a radius of 46.20 feet; thence
- 3) Southerly along the arc of said curve through a central angle of 105°53'30" and an arc distance of 85.38 feet to a tangent line; thence
- 4) South 27°13'38" West a distance of 60.12 feet; thence
- 5) North 60°58'02" West a distance of 55.03 feet; thence
- 6) North 27°13'38" East a distance of 59.13 feet; thence
- 7) North 62°36'43" West a distance of 106.30 feet; thence
- 8) North 32°15'29" East a distance of 10.00 feet more or less to the True Point of Beginning.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel contains 0.20 acres and is graphically shown on Exhibit B3 attached hereto and made a part hereof.

* * *



Michael B. Stanton, PLS 5702 Date 6-25-2024



EXHIBIT "B3"

SANTA ROSA CREEK RD

COAST UNION HIGH SCHOOL

N:\2024\24-080 Coast Union High School - Exhibits REV 5-9-2024.dwg, 8.5X11 EXH B3, Jun 21, 2024 10:57am, jiner

N25°29'17"W 25.43'

N6°33'21"E 43.68'

S25°44'29"E 235.60'

AREA 1
0.32 ACRES

BASEBALL FIELD

N57°44'31"W 400.85'

SANTA

ROSA

TRUE POINT OF BEGINNING

N32°15'29"E 10.00'

N32°15'29"E 10.00'

S75°53'34"E 103.40'

Δ=105°53'30"
R=46.20'
L=85.38'

AREA 2
0.20 AC

N62°36'43"W 106.30'

N27°13'38"E 59.13'

GATE

N60°58'02"W 55.03'

S27°13'38"W 60.12'

S53°35'58"W 1397.36'
TIE TO POINT OF COMMENCEMENT

CREEK



SCALE 1"=100'



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

SHARED ACCESS EASEMENT

June 21, 2024

JOB #24-080

EXHIBIT A4

**Legal Description
Sewer Easement**

A portion of Sections 23 and 24 of Township 27 South, Range 8 East, Mount Diablo Base and Meridian in the County of San Luis Obispo, State of California as described as Parcel 1 in the deed to Coast Union Unified School District recorded November 4, 1997 as Document Number 1997-062812 of Official Records, in the Office of the County Recorder of said County and State, and being more particularly described as follows:

A strip of land 10 feet in width, lying 5 feet on each side of the following described centerline.

Commencing at 2 1/4" brass disk monument set in the southwest corner of the Main Street bridge over Santa Rosa Creek as shown on the Corner Record filed in Book 35 of Corner Records at Page 75, in the County Surveyor's Office of said County, said monument having the following state plane coordinates:

Northing 2,406,235.07
Easting 5,647,371.47

Thence from said point of commencement, North 30°37'51" East a distance of 1295.10 feet the True Point of Beginning; thence

- 1) North 4°58'35" West a distance of 53.84 feet to an angle point; thence
- 2) North 53°31'52" West a distance of 154.17 feet more or less to the southeasterly right-of-way line of Santa Rosa Creek Road and the point of terminus.

The sidelines of the above-described parcel should be lengthened and/or shortened to intersect adjacent course sidelines and property boundaries.

The bearings and distances for this description are based on state plane coordinates, NAD83 (2011), Zone 5, 2010.00 Epoch from NGS control station "WINDSOR", PID DH6702, having the following state plane coordinates:

Northing 2,407,430.05
Easting 5,638,536.79

To obtain geodetic bearings, rotate bearing shown 1°46'10" counter-clockwise.
To obtain ground distances, divide distances shown by 1.00002374.

The above-described parcel contains 0.05 acres and is graphically shown on Exhibit B4 attached hereto and made a part hereof.

* * *

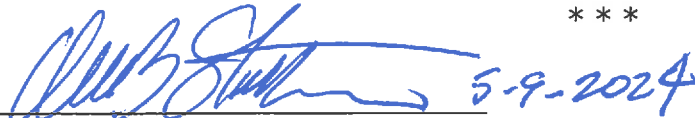
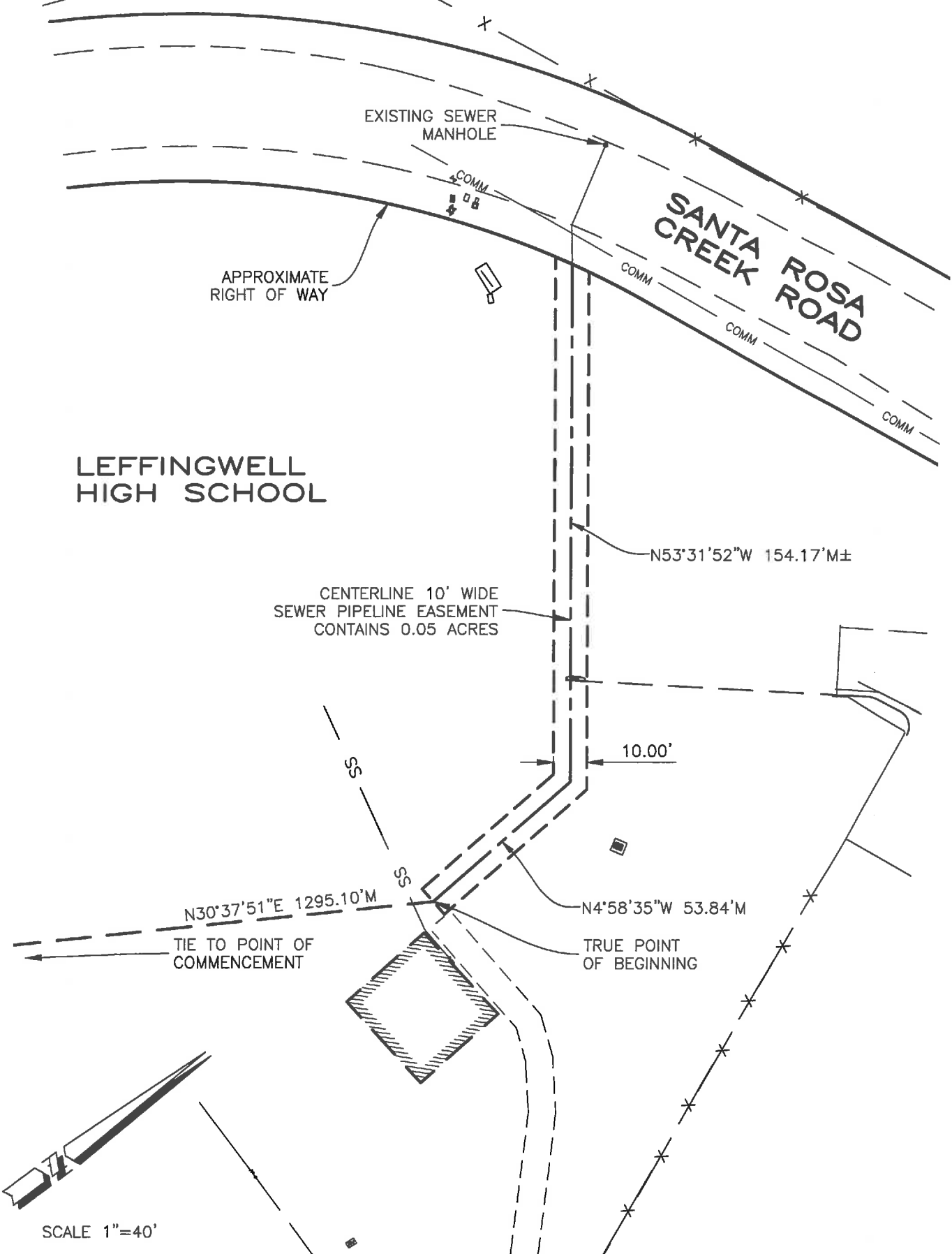

Michael B. Stanton, PLS 5702 Date 5-9-2024



EXHIBIT "B4"

N:\2024\24-080 Coast Union High School - Cambria\C3D\24-080 Coast Union HS - Exhibits REV 5-6-2024.dwg, 8.5X11 EXH B4, May 08, 2024 5:14pm, MStanton



MICHAEL B. STANTON, PLS 5702
3559 SOUTH HIGUERA ST.
SAN LUIS OBISPO, CA 93401
805-594-1960

10' WIDE SEWER EASEMENT

May 8, 2024

JOB #24-080

To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Regular Meeting, Thursday, June 27, 2024

The Policy Committee Meeting was called to order at 3:00 pm at the Cambria Veterans Hall by the Chairperson.

A quorum was established by the attendance of Committee Members: Gordon Heinrichs, Vice Chair, Donn Howell, Secretary, Ted Key, and Claudia Harmon-Worthen, Committee members. James Townsend was on an excused absence. Staff present was Haley Dodson, Confidential Administrative Assistant, and Matthew McElhenie, General Manager.

One public member, Christine Heinrichs, was present at the meeting. Laura Schwartz was present on Zoom,

CHAIRMAN’S REPORT: There was no Chair’s report.

COMMITTEE MEMBER COMMUNICATIONS: Member Harmon-Worthen asked that agenda item 4.E. be moved to the beginning of the meeting since she had a great interest in speaking on this agenda item. Agenda item 4.E. was discussed first on the agenda under Regular Business.

PUBLIC COMMENT: There was no public comment.

CONSENT AGENDA: The April 25, 2024 Regular Meeting Minutes were approved with minor edits.

REGULAR BUSINESS:

4.A. Review, Discussion, and Consideration of the Updated CCSD-Owned Vehicle Policy

This agenda item has been before the committee on several occasions. General Manager McElhenie presented this agenda item giving the background of the work that has previously been done on this policy. The Policy includes the Purpose and Sections II and III. Section III had been more controversial than the general vehicle usage section. This Section applies to vehicle usage by Wastewater and Water On-Call Operators. The Committee discussed the new edits made by CCSD staff related to On-Call Operators. After much discussion and Public Comment from Ms. Heinrichs, the Committee voted to approve the policy with minor edits to be forwarded to the Board for final consideration. The vote was 2 members in favor, 2 members opposed. Since it was tied, the Chair voted in favor of the policy.

Public Comment: C. Heinrichs gave verbal comment and submitted written comment which is available on the CCSD website.

4.B Discussion and Consideration of the Role of the General Manager Policy

The Chair presented this item to the Committee. The attachments to the Board packet included the updated CCSD Strategic Plan, General Manager McElhenie’s Employment Agreement dated April 20, 2023, and CCSD’s General Manager’s Position Specification which was approved by the Board on February 3, 2023. The Committee members discussed all the documents that were provided. There was discussion of several topics related to whether or not the Committee would go forward with a new policy on the Role of the General Manager. GM McElhenie was available for any questions or statements during the discussion. It was noted that the title of the strategic plan is “Cambria Community Services District, Three-Year Strategic Goals 2022-2025, Objectives Status Report”. It was recommended that the title, “Strategic Plan” be added to the title of the

document. Since the Employment Agreement is signed by GM McElhenie and the Board has approved the agreement, there will be no changes recommended. The Position Specification for the position of General Manager which is believed to be akin to a job description was further discussed. It was recommended that somewhere in the document, the GM's supporting and working toward the Goals and Objectives of the Strategic Plan should be referred to as part of the Position Specification for General Manager. The Committee recommended that this be inserted on page 2 of the document under **Policy Execution** so that the first sentence in this section would read: *Assisting the CCSD Board of Directors and other community stakeholders identify, work toward, and achieve common goals and objective as indicated in the District's Strategic Plan.*

Public Comment: C. Heinrichs made public comment on this agenda item and submitted her comments to be posted on the CCSD website.

No further changes were suggested, although two of the Committee members continued to express a desire to have an actual policy on the Role of the General Manager. Vice Chair Heinrichs motioned to have the Committee go forward with a new policy, Member Harmon-Worthen seconded the motion. The motion failed. A second motion was made to recommend the suggested edits as described above and not move forward with a new policy, it was seconded and passed with a 3 to 2 margin, with the Chair voting in favor of the motion.

4.C. Discussion and Direction of the CCSD Policy Handbook Contents and Direction on What Policies Need Revisions, Additions, or Deletions

The Members discussed the updated index, congratulating themselves on some of the newly approved policies that were now part of the CCSD Policy Handbook. Under Section 1000, General, seven of the 14 policies in this section have been before the Committee and eventually approved by the Board. Ms. Dodson addressed some of the new policies coming out of other committees that have been approved by the Board and those that are scheduled to go before the Board for approval during its July Board meetings. She will continually update the index as policies are completed and approved. The Members suggested that the Committee address the following policies in the near future: Purchasing, Lighting, and the Homeless. The Committee will review the completed Personnel Policies when they are complete for any further recommendations.

4.D. Discussion and Consideration of the Legislative Advocacy Policy

The Chair stated that this policy had been approved by the Board at one of its June meetings. This policy was here so that the Members could see that the edits recommended by the Committee were added and approved by the Board.

4.E. Discussion and Consideration of the Climate Change Policy

The Chair presented this agenda item. She suggested that this policy should be researched and outlined by a Committee Ad Hoc group. Discussion ensued. The Chair recommended that the Members seek clarification about the difference between a Climate Change Policy and a Climate Action Plan. Member Harmon-Worthen compared the definitions of policy and action plan to better enlighten the members. A plan includes whatever you are going to do; a policy states what is supposed to be done. A policy comes first to define the underlying concepts and goals, whereas a plan defines the procedural requirements for aligning policies. Thus, the policy comes first and the plan is based on the policy.

The Chair appointed Member Key to the Ad Hoc. Member Key suggested that Jim Townsend also be appointed to the Ad Hoc. Since Member Townsend wasn't in attendance, the Chair suggested that she discuss the assignment with Member Townsend but tentatively appoint him pending his acceptance. Member Harmon-

Worthen verbalized her interest in the Ad Hoc work, but did not request that she be formally appointed to the Ad Hoc. She stated that she would attend the meetings as she could and support the work of the Ad Hoc. Community member C. Heinrichs offered to assist in the work of the Ad Hoc. Since only Committee Members may be formally appointed to an Ad Hoc, C. Heinrichs offered to assist in the work of the Ad Hoc as a community member.

Some of the discussion around the task for the Ad Hoc identified the need for the Ad Hoc to possibly create a new name for the policy related to what they find in their research. It was suggested that the policy should outline the criteria that the District uses in making decisions related to the District's "carbon footprint". The Ad Hoc will be encouraged to report at each monthly Policy Committee meeting as to the work that is being done and communicate their significant research findings to the Committee.

5. FUTURE AGENDA ITEMS

The committee verbalized some future agenda items to be considered. They included:

1. Climate Change Policy
2. Lighting Policy
3. Homeless Policy
4. Review of the updated Personnel Policies

The Policy Committee Meeting was adjourned at 5:00 p.m.

PROS Committee Report for the July 11, 2024 CCSD Board Meeting

The CCSD Parks, Recreation and Open Space Committee held a meeting June 18, 2024, 2:03-4:15 PM, in person at the Vets Hall and via Zoom. This meeting was conducted using the Board meeting setup at the dais, testing new AV equipment, instead of the usual location in the Vets Hall Dining Room.

We had a quorum, with all Committee Members present: Michael Thomas, Shannon Sutherland, Jeff Wilson, Juli Amodei, Steve Kniffen and Jim Bahringer. Staff was represented by GM McElhenie attending on zoom.

Public Present: Shelly Becker, Tony Church, Kitty Connolly, Bob Detweiler, Mark Larsen, Marvin Josephson, Ellie Etter. We had the following participants on zoom: Harry Farmer, Laura & Crosby Swartz, Karin Argano, Suzanne Fiedler, Dennis Dudzik

Chair Report, 2:05 PM, Chair Thomas briefly provided an overview of key topics in the upcoming June 20 Board meeting and asked for concerns to raise at the June 19 NCAC meeting.

Committee Member Communications, 2:06 PM, Vice Chair Shannon Sutherland suggested that perhaps in future meetings, reports regarding the skate park could be a separate agenda item, since the skate park is actually a vital recreational component within PROS scope. FFRP Executive Director Connolly pointed out that FRP similarly is a vital component within PROS scope, and entirely within CCSD property.

Reports from Affiliated Community Groups,

[Friends of the Fiscalini Ranch Preserve](#), Executive Director Kitty Connolly, 2:10 PM,

- Reported that the counters at the entrances indicate approximately 440,000 annual visitors to the West Ranch.
- Received a report yesterday of someone gathering plants on the ranch. Appreciation for the caring eyes in the community.
- Invasive weeds are a significant problem, and weekly Wednesday weeding continues. The increasing cooperation and support from Facilities & Resources, having the trailer on site, enables the volunteer weeding crews to be much more effective.
- The Upper Salinas Las Tablas Resource Conservation District has offered to grow and plant approximately 500 California native plants on the West Ranch, just need CCSD approval.
- Weeding and care of trees around the Dog Park took place Saturday, June 15.
- There will be a Pop Up sale on July 6 near the south Bluff Trail entrance.
- FFRP will be the charity recipient from Moonstone Cellars open mic nights on the 1st and 3rd Wednesdays.

[Skate Cambria](#), Juli Amodei, 2:19 PM

- Saturday June 22 fundraiser event at Rod & Hammer in SLO, noon-7 PM.
- Have received the Land Use Permit, and working on the Construction Permit, and continuing to check the boxes on the Grant. Working to establish the maintenance fund.

Friends of the Dog Park, Shelly Becker, 2:21 PM

- Weeding and clearing work parties on 2 recent Saturdays, 1 organized by the Friends of the Dog Park, the other by FFRP.
- Hired 2 weeders, have new disposal containers and looking for moveable benches.

[Greenspace the Cambria Land Trust](#), Executive Director Karin Argano, 2:22 PM

- The Greenspace sign at the Wilton property was spray paint tagged over the weekend, submitted a report online to the County Sheriff's office.
- Work in Strawberry Canyon with USLTRCD to commence sometime in mid to end July.

- The RCD is also gifting some CA natives for planting in Strawberry Canyon.
- There is a July 13 star gazing event, with films to be shown.
- There is a second evening bat event planned for July 31.
- The Speakers series will begin in July.
- New signs at Creekside Reserve and Strawberry Canyon in a few months.

Forest Committee, Laura Swartz, 2:26 PM

- Reported spray paint tagging in Fern Canyon.
- Working on the CFC info at the Cambria Historical Society kiosk.
- CFC is seeking a grant for and will be assisting in reproducing Christine Heinrichs' Cambria's Invasive Weeds handbook.

The Land Conservancy of San Luis Obispo County, Chair Thomas handed out copies of the 2023 Annual Report, celebrating 40 years.

There was no Public Comment on matters not on the Agenda.

Facilities & Resources Manager's Report, 2:30 PM, with David Aguirre and his crew fully engaged in weed abatement on CCSD lots, GM McElhenie provided the F&R report.

- Confirming we are on track to complete the weed abatement on CCSD lots on schedule, and if we have any delays, we will have our contractor, Paradise Tree Service step in.
- In the final stages of federal review for the skate park grant, expect to clear for funding in July. The next step will be to bring that to the Board along with the maintenance plan prior to RFP.

Laura and Crosby Swartz provided public comment, concerns about F&R staff limited resources and wisdom of eliminating contracted restroom cleaning when F&R staff is so behind on weed abatement. GM McElhenie explained the rational and financial reasons for making this change.

In Regular Business:

Update on the East Ranch Community Park Restroom Project: Note: GM McElhenie addressed this during the F&R report. Recently completed negotiation of the terms and conditions with the Public Restroom Company, we still forecast delivery January or February 2025. However, depending on weather conditions, delivery and installation may be delayed to ensure the ground conditions are suitable for installation. The GM referenced that the 10/14/2021 Board agenda packet has the specifics.

Lampton Cliffs County Park Iceplant Removal Project, 2:45 PM, Suzanne Fiedler briefed us on the project, the SLO County Parks Adopt-a-Park Program, and requested the use of the CCSD/FFRP dumpster for iceplant disposal. Conversations included several other options. It was agreed to recommend using the CCSD/FFRP dumpster, with GM McElhenie in agreement.

PROS Goals Progress Report, 3:18 PM, Vice Chair Sutherland led the discussion asking for progress updates on each of the Goals.

GM McElhenie reported that recent grading of Rodeo Grounds Drive, which immediately followed the May 9 Board Resolution, is the extent of SLO County's improvements. SLO County Public Works is only responsible to maintain the road to its original status. The District will be responsible for funding further improvements.

Vice Chair Sutherland has initiated outreach to CalTrans on the East/West Ranch Hwy 1 Pedestrian Crossing.

Public Comment from Crosby Swartz, referencing the June 2010 [Cambria Vacant Parcel Assessment](#) Prepared for CCSD by The Land SLO Conservancy, which is available from the [Cambria Forest Committee website](#).

Update from the East Ranch Community Park Plan Ad Hoc Committee, 3:36 PM, Chair Thomas introduced the staff report, summarized the ad hoc committee efforts to date, engaged Firma Landscape Architects to develop an as-built drawing of the community park area, and developed a Project Viability Matrix to evaluate the viability of projects for the next phase of Community Park development. The next phase of development will be the Phase 3 Community Park Plan, considering that Phase 1 included the grading, parking lot and dog park, and Phase 2, the East Ranch restroom project, is underway. The ad hoc committee has sketched out our preliminary ideas for the Phase 3 Community Park Plan improvements, and verified what the CCSD can put out in the Community Park prior to completion of the restroom (anything movable, nothing permanent.)

Vice Chair Sutherland discussed the concepts we have included in draft Phase 3 Plan, and invited meeting participants to review the sketch posted on the wall, page 19 in the agenda packet. Discussion and recognition that the disc golf course starting pad for hole #8 is shown outside the boundaries of APN 013-131-038.

Public Comments from Kitty Connally, Mark Larsen, Ellie Etter and Marvin Josephson expressing support for Community Park development as long as the terms of the Conservation Easement are met, and concern regarding any such development beyond the understood community park boundaries that have been referenced in the maps associated with the Conservation Easement and Ranch Management Plan.

Future Agenda Items: In Public Comment, Dennis Dudzik asked that we add Santa Rosa Creek flood risk reduction plan as an element of the Ranch Management Plan and assess whether our current practices exacerbate flood risk. Dennis referenced a paragraph on page 10 of the Ranch Management Plan.

The next PROS Committee Regular Meeting is scheduled Tuesday, July 16, 2024, 2-4 PM.

Respectfully submitted,
Michael Thomas, Director and PROS Committee Chair

NCAC June 19, 2024 Meeting Summary for the CCSD Board of Directors

The North Coast Advisory Council held a meeting June 19, 2024, 6:02-8:15 PM via Zoom. This report summarizes some of the more salient points discussed. For the convenience of those watching the recorded meetings, approximate start times are noted at several points in this report. For further detail, please visit the well-organized NCAC website:

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

Public/ Council Comment/ Report from Supervisor Bruce Gibson:

- Welcome to new SLO County Planning Liaison to the NCAC, Ms. Ana Luvera.
- Discussions regarding illegal fireworks, racing cars along Main Street and vandalism/ graffiti. With all observations, Supervisor Gibson and Commander Macdonald urge community members to call the Sheriff's office non-emergency dispatcher 805-781-4550, and press 3, or [submit a report online](#). While the distance and resource limitations are acknowledged, input from the community is invaluable in assisting the Sheriff's office in responding to our concerns. Cmdr. Macdonald offered his email: SMacdonald@co.slo.ca.us.
- Around 6:20 PM, Supervisor Gibson responded to a false rumor that [SLO County Library](#) Director Chris Barnickel wants to close down the [Friends of the Library](#). Supervisor Gibson explained that one of the Libraries needed more room, reducing the space available for the Friends of the Library. There is a Memorandum of Understanding/Agreement with the FOTL.
- Around 6:24 PM, a question concerning lights at the East Ranch restroom, and the impact lights could have on the wildlife. GM McElhenie explained that the East Ranch restroom will have an exterior light.
- Around 6:41 PM, further discussions regarding the March 9 dog attack.
- Around 6:48 PM, further discussions regarding the abandoned house at 343 Harvey.

Regular Public Agency Reports:

- Public Safety: Around 7:03 PM, Commander Stuart Macdonald provided a written report, further discussion regarding whether the tagging appears gang related. Commander Macdonald said there are indications that is possible.
- Around 7:09 PM, Chair Brian Glusovich requested a combined report from the CCSD Fire Chief and the [Cambria Fire Safe Focus Group](#). Fire Chief Burkey and General Manager McElhenie provided an update on the [CCSD Fire Hazard Fuel Reduction Program](#), progress, deadlines and next steps. Dave Pierson provided a written report, and discussed insurance and defensible space. There are several resources for a defensible space assessment, CCSD Fire Department, CalFire, and private vendors.
- SLO County Planning: Around 7:22 PM, Ana Luvera provided an oral report.
 - We received an update on the Coastal Hazards Response Plan by Dominic Dal Porto, to be added as an amendment to the [North Coast Area Plan](#). Contact ddalporto@co.slo.ca.us, 805-781-5710, reference the attached *06-10-2024 Letter to NCAC re San Simeon WWTP Local Coastal Plan Amendment* which explains the nature of the amendment.
 - The Christmas Market permit extension will be coming to the county part of supervisors on July 9. Nicole Ellis is the responsible Planner.
 - Jeremy Freund is the Planning PM for the Brambles development.
- CCSD: Around 7:47 PM, Michael Thomas provided a written report, and previewed the agenda for the next meeting.
- CCHD: no report, but Chair Glusovich reported that CCHD will have a 6/25 open house.

Following a 10 minute break, around 8:04 PM Chair Glusovich introduce discussion about Christina Galloway filling the open seat as Vice Chair, but the Council no longer had a quorum, so discussion was deferred.

Reports from Standing Committees and Special Interest Representatives:

- Land Use Committee: around 8:04 PM, Jeff Kwasny provided an oral report; On June 6, County Planning approved Brambles, and described the layout, 3 building with 26 units.
- Outreach Committee: around 8:09 PM, Karen Chrisman provided an oral a report, around 1000 people are viewing the NCAC postings. A KSBY reporter interviewed Chair Glusovich.
- Environmental Report: Christina Galloway provided an oral report, REACT Alliance town hall Monday 6/24, 6:00 PM at the Vets Hall.

The next NCAC Meeting will be July 17, 2024, at 6:00 PM via Zoom.

Respectfully submitted, Michael Thomas, CCSD Board of Directors



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF PLANNING & BUILDING
TREVOR KEITH, *DIRECTOR*

June 10, 2024

To: North Coast Advisory Council and members of the North Coast community

Subject: San Simeon Wastewater Treatment Plant Local Coastal Plan Amendment - No new development at this time - informational only

Dear North Coast Community Members,

This letter serves as a courtesy notice and explanation of County action to amend the Local Coastal Plan to fulfill a request by the California Coastal Commission to extend the lifetime of the San Simeon Community Services Wastewater Treatment Plant. The request will be implemented through a Coastal Hazards Response Plan (CHRP). The CHRP is requested in response to changing environmental factors. This amendment contains new language in Chapter 3 (Public Facilities, Services, and Resources) of the North Coast Area Plan which gives framework for protecting the wastewater treatment plant. There are no current proposals to move the wastewater treatment plant.

If the treatment plant needs to be moved in the future, the new plant location will be subject to all applicable standards at that time (i.e., Title 23, North Coast Area Plan, California Environmental Quality Act (CEQA) review, building permits, ect.). The CHRP will not be prepared for several years, but this amendment will allow for its future incorporation.

At this time, there is no development proposed. The amendment to the North Coast Area Plan is informational only and does not excuse future development in relation to the wastewater treatment plant from future review. This amendment does not affect policy, it adds informative language regarding a CHRP to be prepared for an unknown future location of the treatment plant.

The draft language is attached and changes are available in **RED** on pages 3-2, 3-5, and 3-20. Please feel free to reach out to me with any questions or concerns.

Thank you,

Dominic Dal Porto, Planner / ddalporto@co.slo.ca.us / 805-781-5710

Cambria Forest Committee June 14th, 2024 Meeting summary

Chair Crosby Swartz called the meeting to order at 10:04AM. Also in attendance were Treasurer Laura Swartz, Friends of the Fiscalini Ranch Preserve (FFRP) Executive Director Kitty Connolly, Cambria Community Services District (CCSD) Board member and Parks, Recreation and Open Space (PROS) Committee Chair Michael Thomas, PROS Committee member Jeff Wilson, California Native Plant Society (CNPS) local chapter member Neil Havlik, Rancho Marino Reserve Director Keith Seidel, and CCSD Board member and CFC liaison Harry Farmer.

Crosby began the meeting with a brief description of an upcoming article he is planning to submit to the local on line newspaper CambriaCA regarding invasive weeds, especially Italian thistle, which is becoming more prevalent and problematic throughout our community. Mr Thomas stated that with an abundance of invasive plants throughout town, we could perhaps choose one a month to highlight, such as Broom or Hemlock.

Treasurer Laura Swartz provided her monthly Treasurer's Report, which included having received an anonymous \$200 donation to refresh the Kiosk at the Cambria Historical Society grounds at the corner of Burton and Center Streets. Laura also remarked that while presently no grant monies are available, these opportunities will be pursued in the future. Crosby reminded us that 3 copies of the Invasive Weed Guide had been provided to Facilities and Resources Manager David Aguirre, which he gave to his staff. Crosby added he'd given a copy of the Guide to a relatively new family in our community with young teenagers who live near Fern Canyon and have a real fondness and commitment to the natural environment.

As for Organizational Reports. Neil Havlik began by saying that while he had nothing to comment on regarding Cambria, he informed us that the Nipomo Action Committee has sued both the County of San Luis Obispo, as well as the developer of the Dana Reserve Project in Nipomo, and that the local chapter of the Native Plant Society is part of that lawsuit. The ultimate hope is that the project will be reduced in size, lessening its impact upon the community of Nipomo as well as reduce its impact on oak trees, as the project proposes cutting down 4,000 oaks. There was no one available to report on the recent Fire Safe Focus Group meeting.

FFRP ED Connolly reminded us of the ongoing weeding that continues on the Ranch, due as much to the abundance of rain we had earlier this year. Nevertheless, the "heroic weeders" continue their volunteer efforts. Also, a work day will take place at the Dog Park on the East Ranch tomorrow/Saturday, June 15th, cleaning up around the base of the oak trees that were planted three years ago thanks to a Beautification Grant from San Luis Obispo County. Kitty added that while the deer do not eat Coastal Live Oaks, they tend to rub on them, and therefore did harm in the first couple of years until wire was placed around the trees. This has also prevented the dogs from marking their territory on the oaks. There was no report from Greenspace the Cambria Land Trust. Rancho Marino PM Keith Seydel reported that fuel reduction work is almost done from the gate at Camp Ocean Pines down to Randall Rd, and then from the access road up to the Camp, that more work will be done next week, and more thinning further into the woods will occur in the coming month or two. Keith further stated that he is mostly pleased with the work that's being done by crews from the Chico area who work two weeks on, then one week off, though he added he needs to keep a fairly constant eye on the work provided so it's done correctly. There were no reports from the Land Conservancy of San Luis Obispo, or from the Upper Salinas-Las Tablas Resource Conservation District.

Under New Business, there was Discussion about Forest Health Grants vs Fire Prevention Grants. Crosby mentioned he'd obtained a copy of the write up from Cal Fire regarding the difference between the two. He voiced that he remains a bit skeptical as to the various definitions and descriptions, such as Reforestation and Fuel Reduction, and that when grant funding is being sought from Cal Fire, one needs to adapt to the language being used. Kitty then added she has had difficulty at times determining the difference between the two as well. After elaborating a bit on some of the terminologies, including the removal of invasive plants as well as dead

and diseased trees, as well as the planting of trees, she said it appears the main focus of available Cal Fire grant funding is essentially Fire Prevention.

Crosby then spoke about a recent hike he and Laura took on the Ranch where they came across a group of trees that were all dead. He offered the possibility that some of these trees could have initially been diseased, and then transferred this condition to others and they all died. Mr Thomas then remarked that pine pitch canker exists throughout the forest, and that perhaps with time the species will adapt, develop a resistance to the disease, and survive.

Next on the Agenda under Unfinished Business was Updating and Reprinting the Invasive Weed Guide. The compiler of the Weed Guide, Christine Heinrichs, has come up with some additional entries that could be included. Crosby says that the main challenge is the cost of printing the guide, whether first being updated or just reprinting the original. The CFC is going to submit a grant application to the Cambria Community Council, as they made a contribution for the printing of the original Weed Guide. He stated that while donations are requested for purchasing the Guide to help defray costs, the \$10 purchase amount just covers printing costs, so no profit is being generated, therefore monies are needed up front. Mr Thomas, who leads the weekly Ranch volunteer weeding crew, asks if any feedback in this area would be appreciated, to which Crosby replies definitely in the affirmative.

At this point Laura Swartz referenced a subject discussed at the previous day's CCSD meeting regarding the upcoming Climate Change Policy to be discussed at the Policy Committee meeting later this month. She expressed her concern that the plan proposed regarding the forest was to cut down both the brush and the understory. And as she defines understory as green, alive and healthful, there is no reason to remove this valuable part of the forest which helps to offset how we humans are affecting the environment by creating carbon dioxide, while the forest absorbs carbon dioxide and provides oxygen out into the environment for we humans to breathe. Crosby further points out the contradiction as to how we humans are interacting with the natural environment, cutting down trees to prevent fire while at the same time removing the source of oxygen we need for survival. Mr Havlik then forcefully stated that the Native Plant Society promotes the value of habitat diversity and wildlife habitat as valid concerns, and that Fire agencies often lose sight of this reality while mainly seeing wooded areas only as potential source of fire. He added that the NPS strongly objected to the tree thinning work that was done on parts of the Covell Ranch on the west side of Bridge St here in Cambria. He expressed his appreciation that work on the east side of Bridge St was done with more caution and consideration for the well being of the forest, as is the work being done on Rancho Marino. He added that while a certain amount of thinning is tolerable, just leaving trees and grasses with no other understory vegetation is harmful to both forest and human health and well being.

CCSD Director Thomas then alluded to yesterday's Board meeting, when Director Dean recommended that Director Thomas and myself, Harry Farmer, be the Ad Hoc Committee to propose an Action Plan as to how the District engages with the natural environment. Crosby then interjected that while removing dead and dying trees and dead understory was not a problem, eliminating understory that is alive, green and moist that keeps the ground cooler is problematic and detrimental. Laura again expressed her concern as to the direction District staff is going in addressing the issue of fire prevention as the priority versus the need to consider and realistically define forest health. She believes that the General Manager at his monthly Meet the GM gatherings at the Vets Hall is mainly hearing from citizens fearful of fire and the danger this presents, while not hearing the voice of those who want the forested areas to essentially remain as it is. Director Thomas again spoke to how the Action Committee will address, "seeking a balance as to what we can do and what we should do!" Crosby then spoke to how the Resources and Infrastructure Committee is dealing with this issue, with them expressing concern as to reducing emissions of carbon dioxide, while not speaking to the need of also absorbing carbon dioxide emissions, which is as much the heart of the problem. Kitty then spoke up regarding folks who express their fear of vegetation and the forest, while not taking the initiative to implement home hardening practices to reduce the potential for fire at their residence.

At this point the meeting came to a conclusion, and Chair Crosby adjourned the meeting at 10:52 AM

The next meeting of the Cambria Forest Committee will be on Friday, July 12th, at 10AM via Zoom.

This summary written and submitted by CCSD Board Director and Cambria Forest Committee liaison Harry Farmer.