



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, August 10, 2023 - 1:00 PM

1000 Main Street Cambria, CA 93428

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

In person at:

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

AND via Zoom at:

Please click the link below to join the webinar:

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

Passcode: 107306

Or One tap mobile:

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

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

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

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance

- C. Establishment of Quorum**
- D. Report from Closed Session**
- E. President's Report**
- F. 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. COMMISSION REPORT

- A. PROS Chairman's Report**

4. 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.

5. HEARINGS AND APPEALS

- A. Public Hearing to Discuss and Consider Adoption of Resolution 43-2023 Ordering Abatement of Public Nuisance for the Fire Hazard Fuel Reduction Program (FHFRP)**

6. REGULAR BUSINESS

- A. Discussion and Consideration of Adoption of Ordinance 02-2023 Repealing Chapter 7.08 of the Cambria Community Services District Municipal Code and Resolution 44-2023 Amending the Board and Standing Committee Bylaws and Repealing the Parks, Recreation and Open Space Commission By-laws/Guidelines to Create the Parks, Recreation and Open Space Committee**
- B. Discussion and Consideration of Approval of an Agreement for Consultant Services with Optimized Investment Partners, a Registered Investment Advisor**
- C. Discussion and Consideration of Approval of Consultant Services Agreement with Cannon Corporation for Design and Engineering Services for the San Simeon Water Transmission Main and Effluent Line Replacement Project**
- D. Discussion and Consideration to Approve Procurement by Non-Competitive Proposal Pursuant to CCSD Policy 2135 and Select Badger as the Sole Source for Advanced Metering Infrastructure Upgrade**

7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

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

8. 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

9. ADJOURN

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**FROM: Matthew McElhenie, General Manager
Justin Vincent, Fire Chief

Meeting Date: August 10, 2023 Subject: Public Hearing to Discuss and Consider Adoption of Resolution 43-2023
Ordering Abatement of Public Nuisance for the Fire Hazard Fuel Reduction Program (FHFRP)

RECOMMENDATIONS:

1. Receive staff report.
2. Open Public Hearing; consider any protests or objections.
3. Close Public Hearing and make any modifications to the parcels listed in Exhibit "A" to Resolution 43-2023.
4. Adopt Resolution 43-2023 authorizing the Fire Chief to abate the nuisance by removing the weeds and debris from the parcels listed in Exhibit "A."

FISCAL IMPACT:

The fiscal impact on the CCSD is limited to paying the District's Contractor abatement charges and personnel time in processing inspections and billing. These costs are then recovered from the property owners by billing for reimbursement, plus administrative fees. Property owners with parcels on the contract abatement list will be billed for services rendered by the District's Contractor, plus a \$100 to \$200 administrative fee, depending on when payment is received. Funds not recovered through this billing process will be placed on the County Tax Roll for the fiscal year 2023/24.

DISCUSSION:

Per the Health and Safety Code requirements, a Notice to Destroy Weeds and remove debris was sent to the owners of 1,890 parcels, which were identified and noticed for weed abatement this year. Many of these parcels were abated by parcel owners and/or their personal contractors prior to the inspection deadline. Of these 1,890 parcels, 556 did not pass inspection and have been placed on the contract abatement list (Exhibit "A").

The Board established the date of August 10, 2023, to hold a public hearing to consider any objections or protests to the abatement of the weeds. Under the provisions of the Health and Safety Code, the Board is to consider any objections or protests and allow or overrule any or all objections or protests. Thereafter, the Board acquires jurisdiction to have the abatement work accomplished by the District. The Board's decision is final.

By adoption of the attached Resolution, the Board will be ordering the abatement of the offending weeds and debris (Health and Safety Code Section 14900) and directing the Fire Chief to abate them. Health and Safety Code Section 14900.5 also provides that the Board may declare the

weed nuisance to be “seasonal and recurrent,” and thereafter, weeds and debris on parcels designated as having seasonal and recurrent nuisances can be abated in future years without additional hearings. For such parcels, Health and Safety Code Section 14900.6 sets forth noticing requirements in the form of a postcard notice with certain required information. The attached Resolution includes language declaring the weeds and debris on the subject parcels to be seasonal and recurrent.

RESOLUTION NO. 43-2023
August 10, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT
ORDERING ABATEMENT OF PUBLIC NUISANCE FOR
2023 FIRE HAZARD FUEL REDUCTION PROGRAM

WHEREAS, on April 13, 2023, Resolution No. 16-2023 declaring the vegetation and hazardous wildland fire fuels located on certain private property a public nuisance within the Cambria Community Services District ("District"), pursuant to Health and Safety Code Section 14880 was duly adopted by the Board of Directors ("Board"); and

WHEREAS, all affected property owners received a "Notice to Destroy Weeds" in conformance with Health and Safety Code Section 14890 et seq. and Section 14893 et seq.; and

WHEREAS, a public hearing to consider all objections or protests, if any, to the proposed removal of weeds pursuant to Section 14898 of the Health and Safety Code was held by the Board on August 10, 2023; and

WHEREAS, said public nuisance consists of noxious or dangerous vegetation and hazardous wildland fire fuels growing upon the parcels of real property described on Exhibit "A," which is attached hereto and incorporated herein by reference as though fully set forth herein, all of which parcels are located within said District; and

WHEREAS, it is in the public interest that said public nuisance be abated and that the District authorities be directed to remove and abate said vegetation and hazardous wildland fire fuels; and

WHEREAS, Health and Safety Code Section 14900.5 further provides that in the event the public nuisance is declared to be seasonal and recurrent by the Board, thereafter such seasonal and recurring weeds may be abated every year without the necessity of any further hearing, subject to notice to property owners in accordance with Health and Safety Code Section 14900.6.

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

Section 1. That the recitals set forth herein above are true, correct, valid and incorporated herein.

Section 2. That pursuant to Section 14900 of the Health and Safety Code, the District Fire Chief is hereby directed to abate said nuisance or to cause said nuisance to be abated by having the dangerous vegetation and hazardous wildland fire fuels removed from the parcels of real property described in said Exhibit "A."

Section 3. That the Board hereby declares said public nuisance of dangerous vegetation and hazardous wildland fire fuels to be seasonal and recurrent and, in future years, may be abated pursuant to the provisions of Health and Safety Code Section 14900.6.

On the motion of Director _____, seconded by Director _____, Resolution No. 43-2023 is adopted at the Regular Meeting of the Cambria Community Services District this 10th day of August 2023.

Karen Dean, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

Exhibit A to Resolution 43-2023
2023 FHFRP
Contract Abatement List

013.084.041	022.171.046
013.101.054	022.172.008
013.101.061	022.172.035
013.122.005	022.181.038
013.141.005	022.191.033
013.151.034	022.192.031
013.151.038	022.201.077
013.151.039	022.202.001
013.151.041	022.202.002
013.264.022	022.202.003
013.292.012	022.202.004
013.311.001	022.202.005
013.313.014	022.212.015
013.341.022	022.212.016
013.341.023	022.212.017
013.351.014	022.212.018
013.371.024	022.212.038
022.026.035	022.212.043
022.042.047	022.225.004
022.071.027	022.231.008
022.071.041	022.231.022
022.071.042	022.261.028
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022.071.067	022.271.023
022.071.085	022.271.024
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022.083.055	022.271.042
022.093.004	022.271.043
022.093.007	022.271.046
022.093.009	022.271.047
022.093.023	022.271.048
022.093.028	022.302.020
022.093.029	022.312.033
022.093.030	022.322.020
022.131.015	022.341.031
022.131.016	022.341.037
022.131.017	022.342.031
022.141.002	022.342.034
022.151.015	023.016.026
022.151.033	023.016.040
022.151.034	023.017.041
022.151.058	023.019.039
022.151.065	023.022.002
022.151.079	023.025.001

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023.049.034	023.115.027
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023.064.016	023.116.011
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023.066.021	023.116.022
023.066.022	023.116.032
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023.073.024	023.119.018
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023.076.026	023.134.001
023.085.009	023.134.018
023.086.026	023.134.021
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023.163.033	023.233.029
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023.172.023	023.233.040
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023.208.028	023.272.033
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023.341.074	024.011.019
023.341.078	024.011.035
023.352.030	024.011.044
023.352.038	024.012.004
023.353.004	024.012.010
023.353.007	024.013.022
023.353.013	024.013.040
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024.253.016	024.353.025
024.253.020	024.353.031
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024.261.040	024.354.020
024.262.014	024.361.027
024.361.030	024.362.020
024.361.031	024.372.010
024.372.013	
024.382.002	

Total Number of Lots=556

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.A.**

FROM: Matthew McElhenie, General Manager

Meeting Date: August 10, 2023

Subject: Discussion and Consideration of
Adoption of Ordinance 02-2023
Repealing Chapter 7.08 of the Cambria
Community Services District Municipal
Code and Resolution 44-2023
Amending the Board and Standing
Committee Bylaws and Repealing the
Parks, Recreation and Open Space
Commission By-laws/Guidelines to
Create the Park, Recreation and Open
Space Committee

RECOMMENDATIONS:

It is recommended that the Board of Directors adopt the attached Ordinance repealing Cambria Community Services District Municipal Code Chapter 7.08 which will dissolve the Parks, Recreation and Open Space Commission and adopt Resolution 44-2023 amending the Board and Standing Committee Bylaws to create the Parks, Recreation and Open Space Committee and repeal the Parks, Recreation and Open Space Commission Bylaws/Guidelines.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

DISCUSSION:

In order to create a uniform structure of advisory bodies, over the past couple of years the Board has discussed dissolving the Parks, Recreation and Open Space Commission and re-creating it as a standing committee. By doing so, all CCSD advisory bodies will operate under the same set of Bylaws so that the size and composition, method of appointment, agenda procedures and other advisory body rules will be consistently applied. At the July 20, 2023 meeting, the Board introduced an Ordinance repealing Cambria Community Services District Code Chapter 7.08. That Ordinance is ready for adoption. Additionally, adoption of Resolution 44-2023 will amend the Board and Standing Committee Bylaws to create the Parks, Recreation and Open Space Committee and repeal the Parks, Recreation and Open Space Commission Bylaws/Guidelines. Both the Ordinance and Resolution will be effective 30 days after their adoption.

Attachments: Ordinance 02-2023
Resolution 44-2023

ORDINANCE NO. 02-2023

CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS

DATED: August 10, 2023

AN ORDINANCE REPEALING CHAPTER 7.08 OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT MUNICIPAL CODE AND
DISSOLVING THE PARKS, RECREATION AND OPEN SPACE COMMISSION

The Board of Directors of the Cambria Community Services District Ordains as follows:

Section 1. Chapter 7.08 of the Cambria Community Services District Municipal Code is hereby repealed in its entirety.

Section 2. A summary of this Ordinance shall be published in a newspaper published and circulated in the District at least five (5) days prior to the Board of Directors meeting at which the proposed Ordinance is to be adopted. A certified copy of the full text of the proposed Ordinance shall be posted in the office of the Board Secretary. Within fifteen (15) days after adoption of the Ordinance, the summary with the names of those Board members voting for and against the Ordinance shall be published again, and the Board Secretary shall post a certified copy of the full test of such adopted Ordinance.

Section 3. This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage.

Section 4. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Directors hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

The foregoing Ordinance was adopted at a regular meeting of the Board of Directors of the Cambria Community Services District held on the 10th day of August, 2023.

AYES:
NAYS:
ABSENT:

Karen Dean
President, Board of Directors

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

RESOLUTION NO. 44-2023
August 10, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CAMBRIA COMMUNITY SERVICES DISTRICT AMENDING
THE CAMBRIA COMMUNITY SERVICES DISTRICT
BOARD AND STANDING COMMITTEE BYLAWS IN ORDER TO ESTABLISH A
PARKS, RECREATION AND OPEN SPACE COMMITTEE
AND REPEALING THE PARKS, RECREATION AND OPEN SPACE (PROS)
COMMISSION BY-LAWS/GUIDELINES

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

1. The Cambria Community Services District Board Bylaws are hereby amended by establishing a Parks, Recreation and Open Space Committee, which Bylaws are attached hereto as Exhibit A and incorporated herein by this reference and are hereby approved.
2. The Cambria Community Services District Standing Committee Bylaws are hereby amended by establishing a Parks, Recreation and Open Space Committee, which Bylaws are attached hereto as Exhibit B and incorporated herein by this reference and are hereby approved.
3. The Parks, Recreation and Open Space (PROS) Commission By-laws/Guidelines attached hereto as Exhibit C and incorporated herein by this reference are hereby repealed.
4. This Resolution shall take effect on the effective date of Ordinance No. 02-2023.

PASSED AND ADOPTED this 10th day of August, 2023.

Karen Dean, President
Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Confidential Administrative Assistant



Cambria Community Services District Board of Director Bylaws

1. OFFICERS OF THE BOARD OF DIRECTORS

- 1.1 The officers of the Board of Directors are the President and Vice President.
- 1.2 The President of the Board of Directors shall serve as presiding officer at all Board meetings. The President shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion.
- 1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as presiding officer over all meetings of the Board. If the President and Vice President are both absent, the remaining members shall select one among themselves to act as presiding officer of the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the first regular meeting in December and the term of office shall commence immediately upon election and continue until replaced.
 - (a) Board Members shall rotate into the positions of Board President and Vice President, with the Board Member who has served the longest since elected serving as President, and the Board Member with the next longest tenure on the Board serving as Vice President. Following such Board Members' one year of service in each position, the Board Member serving as Vice President shall rotate to the position of President, and the Board Member that has served as President shall rotate back to the position of Board Member. The Board Member that has served the next longest then rotates into the position of Vice President. In the event one or more Board Members are eligible to become President or Vice President and were last voted into office at the same election, the open position shall first go to the Board Member who received the most votes in that election, followed by the Board Member who received the next highest number of votes. Any Board Member may decline their appointment to the position of President or Vice President. The appointment of officers shall be subject to the affirmative vote of the Board.
- 1.5 The President or his or her designee shall be the official spokesperson for the Board in response to communications regarding the position of the Board on relevant District issues, and is the point person and contact for intergovernmental relations.

2. MEETINGS

- 2.1 The Board shall comply with the provisions of the Ralph M. Brown Act concerning the calling and conduct of public meetings.
- 2.2 Regular meetings of the Board of Directors shall be on the second and third Thursday of each calendar month in the Veterans Memorial Hall, located at 1000 Main Street, Cambria, unless otherwise directed by the Board of Directors. The time for holding Regular meetings of the Board of Directors shall be established by resolution.
- 2.3 For regular meetings, a block of time shall be set aside to receive general public comment. Comments on items on the agenda should be held until the appropriate item is called. Public comment shall be directed to the President of the Board and limited to three minutes unless extended or shortened at the President's discretion. During general public comment:
 - a) Board members may briefly respond to statements or questions from the public; and

- b) At the President's discretion, Board members may, on their initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
 - c) The President of the Board or a Board majority in open session may take action to direct staff to place a matter on a future agenda.
- 2.4 Meeting Length. The business at regular meetings of the Board of Directors, including any scheduled closed sessions, shall be conducted for no more than a three-hour period, unless extended by a four-fifths (4/5th) vote of the Board. In the event there are remaining items on the agenda at the end of the three-hour period, the Board may adjourn the meeting to a specific date and time in accordance with the provisions of Government Code Section 54955. The intent and purpose of this policy is to encourage a reasonable time period in which the Board of Director's business is discussed and to protect against fatigue in discussing and deciding important District issues.
- 2.5 Board members shall attend all regular and special meetings of the Board unless excused for emergencies or other good cause:
- a) Good cause for absence includes circumstances of which the President of the Board is notified prior to the meeting. Good cause also includes Board-authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.
 - b) A Board member who is absent for good cause may notify the President by electronic transmission, telephone communication, or letter. The President shall notify the General Manager and the Board of all absences that are excused for good cause. The minutes shall indicate whether an absence was excused.
 - c) A Board member vacancy shall occur upon the happening of any of the events set forth in Government Code section 1770.
- 2.6 The President shall conduct all meetings in a manner consistent with the policies of the CCSD. All comments shall be directed to the President. The President shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board, and shall announce the Board's decision on all subjects. On roll call, the maker of the motion shall be called first, the Board member seconding the motion shall be called second, and the remainder are polled with the President voting last, unless the President made or seconded the motion.
- 2.7 A majority of the total membership of the Board shall constitute a quorum for the transaction of business. A majority of the total membership of the Board is sufficient to do business; however, motions must be passed unanimously if only three attend. When there is no quorum for a regular meeting, the President, Vice President or any Board member shall adjourn such meeting, or, if no Board member is present, the Board Secretary shall adjourn the meeting.
- 2.8 A roll call vote, if required by law, shall be taken upon votes on ordinances and resolutions, and shall be entered in the minutes of the Board showing those Board members voting aye, voting no and those abstaining or absent. Unless a Board member states that he or she is not voting because of a conflict of interest and steps down from the dais prior to the discussion of the item, his or her silence shall be recorded as a vote of abstention.
- 2.9 Any person attending a public meeting of the Board of Directors may record the proceedings with an audio or video recording device in the absence of a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.10 All video recording devices shall remain stationary and shall be located and operated from behind the

public speaker's podium once the meeting begins. The President retains the discretion to alter these guidelines, including the authority to require that all recording devices be located in the back of the room.

3. AGENDAS

- 3.1 The General Manager, in cooperation with the Board President and Vice President, shall prepare an agenda for each regular and special meeting of the Board of Directors. An item placed on an agenda in this manner shall only be removed by the General Manager, in cooperation with the President and Vice President. Any Director's request to place an item on the agenda must be approved by the Board President or a majority of the Board members acting in open session.
- 3.2 Those items considered to be of a routine and noncontroversial nature, are placed on the Consent Agenda. These items shall be approved, adopted, and accepted by one motion of the Board of Directors.
 - a) Board members may request any item listed under Consent Agenda be removed from the Consent Agenda, and the Board will take action separately on that item.
 - b) A Board member may ask a minor question, for clarification, on any item on the Consent Agenda. The item may be briefly discussed for clarification and the questions will be addressed along with the rest of the Consent Agenda.
 - c) When a Board member wishes to pull an item simply to register a dissenting vote, the Board member shall inform the presiding officer that he or she wishes to register a dissenting vote without discussion. These items will be handled along with the rest of the Consent Agenda, and the Board Secretary will register a "no" vote in the minutes.
- 3.3 No Board action may be taken on an item not on a posted agenda, except as set forth in Government Code Section 54954.2(b).

4. PREPARATION OF MINUTES

- 4.1 The minutes of the Board shall be kept by the Board Secretary, who may be an employee of the CCSD.
- 4.2 The Board Secretary shall be required to make a record only of such business as was actually passed upon by a vote of the Board and, except as provided in Section 4.3 and 4.6 below, shall not be required to record any remarks of Board members or any other person.
- 4.3 Any Board member may request for inclusion into the minutes brief comments pertinent to an agenda item, only at the meeting in which the item is discussed.
- 4.4 Written comments delivered to the Board at the meeting that were not contained in the Board Agenda Packet for review by the Board prior to the meeting shall be maintained as a separate public record.
- 4.5 The Board Secretary shall attempt to record the names and general place of residence of persons addressing the Board and the title of the subject matter to which their remarks related.
- 4.6 Whenever the Board acts in a quasi-judicial proceeding, the Board Secretary shall create a record of a summary of the testimony of the witnesses.

5. MEMBERS OF THE BOARD OF DIRECTORS

- 5.1 Information that is exchanged before meetings shall be distributed through the Board Secretary, and all Board members will receive all information being distributed.
- 5.2 Board members shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at Board meetings.
- 5.3 At the President's discretion, District Counsel shall act as parliamentarian. The rules contained in the current edition of *Rosenberg's Rules of Order* (and *Robert's Rules of Order* 12th Edition for matters on which Rosenberg is silent) shall govern the Board of Directors in all cases to which they are applicable and in which they are not inconsistent with these bylaws, any special rules of order the Board may adopt and any statutes applicable to the CCSD that do not authorize the provisions of these bylaws to take precedence.

6. AUTHORITY OF DIRECTORS

- 6.1 The Board of Directors is the unit of authority within the CCSD. Apart from their normal function as a part of this unit, Board members have no individual authority. As individuals, Board members may not commit the CCSD to any policy, act or expenditure.
- 6.2 All members of the Board of Directors shall exercise their independent judgment on behalf of the interests of the entire district, including the residents, property owners, and the public as a whole. Board members do not represent any fractional segment of the community, but are rather a part of the body which represents and acts for the community as a whole.
- 6.3 The Board of Directors shall adopt policies for the operation of the district, including, but not limited to, administrative policies, fiscal policies, personnel policies, and the purchasing policies.
- 6.4 The primary responsibilities of the Board of Directors are:
 - a) The formulation and evaluation of policy.
 - b) Monitoring the CCSD's progress in attaining its goals and objectives.
 - c) Appointment, oversight and evaluation of a General Manager to handle all matters concerning the operational aspects of the CCSD.
 - d) Appointment, oversight and evaluation of a District Counsel to handle all matters concerning the legal aspects of the CCSD.

7. BOARD MEMBER GUIDELINES

- 7.1 Board members, by making a request of the General Manager, shall have access to information relative to the operation of the CCSD. If the General Manager cannot provide the requested information in a timely manner, the General Manager shall inform the individual Board member why the information is not or cannot be made available.
 - (a) When a Board Member makes a request for information, the path of communication shall be Board to General Manager, then General Manager to Staff.
 - (b) For posted agenda items, if a substantial amount of information that would take a significant amount of time to compile is being requested by an individual Board Member for agenda items, and the information being provided either in a written staff report, or verbally at the Board meeting, is not deemed sufficient to make a decision on that agenda item, a request by a Board Member can be made to bring that agenda item back to a future Board meeting by making a motion and receiving an affirmative vote for that action to be placed back on the next possible agenda.

- 7.2 Individual Board members should not involve themselves in the day-to-day operations of the District. Their primary role is to participate in the process of establishing the District's policies and goals. The General Manager is responsible for implementing those policies and goals.
- 7.3 Personnel matters and other operational issues that may be of concern to individual Board members should be addressed through the General Manager. Individual Board members shall not involve themselves or interfere in personnel matters, to protect their impartiality when hearing an appeal of discipline, per the District's disciplinary and grievance process.
- 7.4 The General Manager shall take direction and instruction from the Board of Directors, as a body, when it is sitting in a duly convened meeting. Individual Board members should refrain from giving orders or instruction to the General Manager or any subordinates of the General Manager.
- 7.5 When presented with questions or complaints from citizens or staff related to operational or personnel matters, Board members should listen to the concerns expressed and either: (1) confer with the General Manager or District Counsel, as appropriate; or (2) refer the individual to the General Manager for resolution of their concerns.

8. BOARD MEMBER COMPENSATION

- 8.1 Board members may receive compensation of one hundred dollars (\$100.00) for each authorized day of service rendered as a Board member.
- 8.2 The following are authorized meetings for which a Board member may be compensated:
- a) Regular Board meetings.
 - b) Special Board meetings.
 - c) Standing Committee meetings of which the Board member is a Committee member.
 - d) Participation in a training program on a topic that is directly related to the District, provided that the Board of Directors has previously approved the member's participation at a Board meeting and that the member delivers a written report to the Board regarding the member's participation at the next Board meeting following the training program.
 - e) Representation of the District at a public event, provided that the Board of Directors has previously approved the member's representation at a Board meeting and that the member delivers a written report to the Board regarding the member's representation at the next Board meeting following the public event.
 - f) Representation of the District at a public meeting or a public hearing conducted by another public agency, provided that the Board of Directors has previously approved the member's representation at a Board meeting and that the member delivers a written report to the Board regarding the member's representation at the next Board meeting following the public meeting or public hearing.
 - g) Representation of the District at a meeting of a public benefit nonprofit corporation on whose board the District has membership, provided that the Board of Directors has previously approved the member's representation at a Board meeting and that the member delivers a written report to the Board regarding the member's representation at the next Board meeting following the corporation's meeting.
- 8.3 Board member compensation shall not exceed six days of service in any calendar month.
- 8.4 Board member compensation shall not exceed \$100.00 per day or \$600.00 per month.
- 8.5 Each Board member is entitled to reimbursement for travel, meals, lodging and other actual and necessary expenses incurred in the performance of the duties required or authorized by the Board pursuant to Government Code Section 53232.2.

- 8.6 Board members shall provide brief reports on meetings attended at the expense of the District at the next regular Board meeting, as provided by Government Code Section 53232.3.

9. STANDING COMMITTEES

- 9.1 Standing committees are those that have continuing subject matter jurisdiction, regularly established meeting schedules and one Board member as chairperson. The General Manager may be an ex-officio member of all standing committees.
- 9.2 The following shall be the standing committees of the District:
- a) Finance
 - b) Resources & Infrastructure
 - c) Policy
 - e)d) Parks, Recreation and Open Space
- 9.3 Committee Rules:
Members' terms and method of appointment, along with detailed rules and procedures for committees, are contained in the Standing Committee Bylaws, a Board-approved set of guidelines and expectations for committees.
- 9.4 Meetings:
- a) All committees shall comply with the provisions of the Ralph M. Brown Act concerning the calling of public meetings and with the Board and committee bylaws.
 - b) A written report shall be prepared for each committee meeting by the Chair and forwarded to the Board of Directors. A recording of each meeting will be made available on the District's website.
 - c) With the exception of the Board member serving as Committee Chair, Board members may attend meetings of the District's standing committees as observers only and shall not participate in such meetings.

10. AD HOC COMMITTEES AND LIAISON APPOINTMENTS

- 10.1 The President or a majority of the Board may create ad hoc committees consisting of two Board members in accordance with the provisions of the Brown Act from time to time with specific focus and duration as required. Ad hoc committees shall meet on an as-needed basis.
- 10.2 The tasks of the ad hoc committee shall be outlined at the time of appointment, along with expected deliverables and an estimated completion date. The committee shall be considered dissolved when its final report has been made.
- 10.3 The President or a majority of the Board may appoint a liaison to an organization, group, non-profit, or other agency. The role of the liaison is to observe the meetings of those entities to which they are appointed as liaison, and report back to the Board on the discussions and actions taken during those meetings on topics that relate to the community and the District. The liaison is not an official spokesperson of the Board at these meetings and shall not speak as such without prior Board approval. Any personal opinions or comments made by the liaison shall include the statement that it is their own personal opinion and does not reflect the opinion of the entire Board. Their comments shall not undermine the decisions adopted by the Board or commit the Board to any action or policy.
- 10.4 The Board appointed liaison may prepare and submit a written report for each meeting attended and forward it to the Board Secretary for inclusion in the appropriate monthly agenda.

11. BOARD BYLAW REVIEW POLICY

- 11.1 Subject to 3.1 the Board Bylaws shall be reviewed annually at the first regular meeting in January, after which amendments to the Bylaws may be considered for adoption by the Board.

12. COMPLIANCE WITH FEDERAL AND STATE LAW

- 12.1 If it is determined any of these Bylaws conflict with Federal or State rules or statutes, the Federal or State rules or statutes will apply.
- 12.2 These Bylaws are for the purpose of providing guidance to the Cambria Community Services District (CCSD) Board of Directors in the performance their duties.
- 12.3 These Bylaws are not intended to amend any laws governing the behavior of any individual Board member in a private capacity. All Board members will comply with all Federal and State laws governing their conduct in the performance of their duties.



Cambria Community Services District Standing Committee Bylaws

1. SCOPE OF RESPONSIBILITY

1.1. Standing Committees are advisory to the Board of Directors. The committees shall gather information, explore alternatives, examine implications, and offer options for review and deliberation by the Board of Directors. Committee members are expected to stay current on the issues under discussion by the Board of Directors.

1.2 Each Standing Committee shall consider only District-related issues approved and assigned to it by the Board of Directors, or issues within the purview of each Committee as defined in "Standing Committee Statements of Purpose and Responsibilities" below.

1.3 Apart from their normal function as part of an advisory resource, committees and the individual members have no authority and may not verbally or by action represent the committee or the CCSD in any policy, act or expenditure.

1.4 The committee and its members shall maintain collaborative working relationships with the public, other Standing Committees and the CCSD Board of Directors.

1.5 Any Standing Committee, or its ad hoc subcommittees, may meet with staff and/or District consultants but shall not interfere with their operational duties, as determined by the General Manager. Any information requests to staff will be specific in nature and relate to the business of the committee.

1.6 Standing Committee Statements of Purpose and Responsibilities

1.6.1 The Finance Committee shall:

- (a) Provide review for transparent budget processes and financial management that promote fiscal stability and instill public trust;
- (b) Support and work directly with the CCSD General Manager and Finance Manager in enhancing financial integrity and monetary discipline;
- (c) Discuss and receive public input during committee meetings and advise the Board of Directors on financial matters;
- (d) Provide financial review, assessment, and recommendation to CCSD Board of Directors regarding potential funding sources available to the District from private, public, County, State or federal entities;
- (e) Support other standing committees' fiscal review needs.

1.6.2 The Resources and Infrastructure Committee shall:

- (a) Assess existing resources and gather information regarding infrastructure and resource needs of the community;
- (b) Support and work directly with the CCSD General Manager, District Engineer and/or Utilities Manager in identifying/defining plans to meet the infrastructure needs of the community, working within the bounds of current and potential resources and priorities of the District;
- (c) Provide recommendations to the Board of Directors regarding actions to meet the community's infrastructure needs
- (d) Support other standing committees' resource and infrastructure review needs.

1.6.3 The Policy Committee shall:

- (a) Review existing operational and governance policies that the Board has identified as requiring assessment, update, or organization for consistency with other existing policies; Identify potential areas of policy needs not currently addressed in the CCSD Policy Handbook and develop needs assessments regarding impact due to lack of policy and immediacy of need. The Committee Chair shall provide the needs assessments to the Board members for consideration. If the Board determines that a policy is required, the Board shall proceed according to the existing Policy No. 1000 (“Adoption/Amendment of Policies”) and (for policies to be included in the District Policy Handbook) the “Policy Handbook Checklist” adopted on November 10, 2022;
- (b) Support other standing committees’ policy review needs.

1.6.4 The Parks, Recreation and Open Space Committee shall:

- (a) Assess existing resources and gather information regarding the parks, open space and recreational needs of the community.
- (b) Establish a collaborative working relationship with relevant public and private organizations.
- (c) Create plans for meeting the needs of the community within the bounds of current and potential resources.
- (d) Anticipate needed funding for proposed action and identify potential sources.
- (e) Recommend plans of action to the Board regarding meeting the community needs for parks, recreation and open space.
- (b)(f) Facilitate communication with the residents of Cambria both to update community priorities for parks, recreation and open space, and to obtain community support for planned actions.

2. COMMITTEE MEMBERS

- 2.1 The Committee shall consist of five volunteer members from the community and one CCSD Board Director to act as chairperson.
- 2.2 Each Committee member must live and be registered to vote within the CCSD boundaries.
- 2.3 Method of appointment:
 - (a) The Chairperson shall be chosen annually from members of the Board of Directors by majority vote of the Board.
 - (b) Volunteer committee members shall serve two-year terms. Such terms shall begin in February of odd numbered years.
 - (c) At the end of a term of office a committee member wishing to continue for another term shall fill out an application as specified in 2.3.(d) below and will be considered for appointment along with the other applicants.
 - (d) Prior to the beginning of a term, or in the event of a vacancy during an unexpired term, the CCSD shall invite applications for committee membership. Such invitation shall be advertised for a minimum of two weeks in the local newspaper, on the CCSD website and at all Cambria CSD public information bulletin boards. Application forms may be obtained and submitted to the website or the Administrative Offices during normal business hours during the application period.
 - (e) Any applications received per 2.3.(d) above shall be retained by the District and remain active for two years.
 - (f) Committee members shall be appointed from the pool of applicants (see 2.3.(d) above) by recommendation of the Committee Chairperson and a majority vote of CCSD Board of Directors.
 - (g) The Committee Chairperson shall be responsible for interviewing new applicants and determining their qualifications prior to making a recommendation to the CCSD Board of Directors.
- 2.4 Committee members shall attend all regular and special meetings of the Committee unless excused for emergencies or other good cause:
 - (a) Good cause for absence includes circumstances of which the Chairperson of the Committee is notified prior to the meeting. Good cause also includes Board-authorized or Committee-authorized meeting absences such

as attendance at a conference directly related to the functions and interests of the District or at the meeting of another public agency in order to participate in an official capacity.

- (b) A Committee member who is absent for good cause may notify the Chairperson by electronic transmission (e.g., email), telephone communication, or letter. The minutes shall indicate whether an absence was excused.
- (c) A vacancy shall occur if a Committee member is absent from three (3) consecutive regular meetings without good cause, except as otherwise provided for by law or as authorized by the Board of Directors.

- 2.5. Vacancies of unexpired terms of office of regular Committee members shall be filled by recommendation of the Committee Chairperson from the pool of applicants (see 2.3.(d) above) and appointment by the CCSD Board of Directors.

3. COMMITTEE OFFICERS

- 3.1. The Chairperson shall be chosen annually from members of the Board of Directors by majority vote of the Board
- 3.2. The Vice-Chairperson and Secretary shall be chosen annually by a majority of the Committee.
- 3.3. No member of the committee shall hold more than one office.
- 3.4. Chairperson duties:
- (a) Vote only in the event of a tie vote,
 - (b) Preside over meetings,
 - (c) Establish committee meeting agendas,
 - (d) Appoint appropriate ad hoc committees,
 - (e) Sign reports,
 - (f) Represent the Committee at regular CCSD Board meetings,
 - (g) Coordinate with CCSD staff input for agenda preparation for the monthly Committee meetings,
- 3.5. Vice Chairperson duties:
- (a) Perform the duties of the Chairperson in their absence,
 - (b) Act as liaison to another Standing Committee as determined by the Chairperson or a majority of the Committee.
- 3.6. Secretary duties:
- (a) Record the minutes of the meetings in action form, ensuring the accuracy of when, how and by whom the Committee's business was conducted.
 - (b) Submit the draft written minutes and recording to CCSD staff for the public record.
 - (c) Minutes should include at a minimum:
 - The date, time and location of the meeting,
 - A list of the Committee members present and absent,
 - A record of reports presented and by whom,
 - The text of motions adopted along with a count of yes and no votes and the committee members dissenting,
 - List of items considered for future agenda,
 - Time of meeting adjournment.

4. COMMITTEE MEMBER GUIDELINES

- 4.1. Members of the Committee and their activities are bound by all applicable provision of the Brown Act (Government Code Sections 54950, et seq.).
- 4.2. Members of the Committee shall not participate in discussion of, or vote on issues constituting conflicts of interest – “no public official shall make, participate in making, or in any attempt to use his official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest.” (Government Code Section 87100).

- 4.3. Members of the Committee are charged with protecting and upholding the public interest and exhibiting the highest level of ethics.
- 4.4. Committee members shall at all times conduct themselves with courtesy towards each other, to staff and to members of the audience present at Committee meetings. Should a Committee member disrupt Committee meetings or participate in behavior contrary to the charges and responsibilities of the Committee, the Committee, by a majority vote, may recommend action to the CCSD Board.

5. AGENDA PROCEDURE

- 5.1. Members shall provide input on the agenda to the Chairperson.
- 5.2. The Chair shall develop the draft agenda with input from the Vice Chair and CCSD staff.
- 5.3. CCSD staff shall prepare the final agenda and attachments.
- 5.4. CCSD staff shall post agendas at the District Administrative Office and be distributed to all Committee members and to the agenda distribution list.

6. MEETINGS

- 6.1. The Committee shall meet within the jurisdictional boundaries of the CCSD, except as otherwise permitted by the Brown Act.
- 6.2. Information that is exchanged before meetings shall be distributed through the Board Secretary, and Committee members will receive all information being distributed as part of the meeting Agenda.
- 6.3. The Committee shall hold regular meetings as often as once a month and at least quarterly, on dates set annually by the Committee. The Committee may call special meetings as needed, with required 24-hour public notice.
- 6.4. A majority of all Committee members, including the Chairperson, shall constitute a quorum.
- 6.5. The business at regular meetings of the Committee, shall be conducted for no more than a two-hour period, unless extended by a four-fifths vote of the Committee. In the event there are remaining items on the agenda at the end of the two-hour period, the Committee may adjourn the meeting to a specific date and time in accordance with the provisions of Government Code Section 54955. The intent and purpose of this policy is to encourage a reasonable time period in which the Committee's business is discussed and to protect against fatigue in discussing and deciding important issues.
- 6.6. The CCSD General Manager may determine a staff liaison to the Committee if needed for the purpose of facilitating communication.

7. PARLIAMENTARY AUTHORITY

- 7.1. The rules contained in the current edition of *Rosenberg's Rules of Order* (and *Robert's Rules of Order* 12th Edition for matters on which Rosenberg is silent), shall govern the Committee in all cases to which they are applicable and in which they are not inconsistent with these bylaws, any special rules of order the Committee may adopt and statutes applicable to the Committee that do not authorize the provision of these laws to take precedence.

8. AMENDMENTS TO BYLAWS

- 8.1. These standing committee bylaws shall be reviewed annually at the first regular Board of Directors meeting in January after which the amendments may be considered for adoption by the Board.
- 8.2. The CCSD Board of Directors retains sole authority to amend these bylaws. Any amendments must be approved by a majority of the CCSD Board of Directors.

Adopted April 11, 1997
Revisions Adopted by CCSD Board December 15, 1997
Revisions Adopted by CCSD Board December 21, 1998
Revisions Adopted by CCSD Board October 23, 2000
Revisions Adopted by CCSD Board March 21, 2002
Revisions Adopted by CCSD Board September 23, 2010
Revisions Adopted by CCSD Board February 23, 2012

CAMBRIA COMMUNITY SERVICES DISTRICT

PARKS, RECREATION & OPEN SPACE (PROS) COMMISSION BY-LAWS/GUIDELINES

WHEREAS the needs assessment survey of 1992 documented community attitudes and interests in respect to parks, recreation, and open space for Cambria, the Cambria Community Services District Board of Directors (hereinafter the Board) that same year therefore formally recognized a volunteer community effort by creating a standing Parks, Recreation and Open Space Commission (hereafter the Commission), an appointed body under the Brown Act, to advise the Board on appropriate issues. Community priorities for parks, recreation, and open space have been set forth in the resulting PROS Master Plan adopted November 11, 1994 and the Commission is charged with seeking opportunities for realization of the goals therein.

I. Statement of Purpose and Authority

The purpose of the Commission is to serve the public with respect to parks, recreation and open space as follows:

- A. Assess existing resources and gather information regarding the parks, open space and recreational needs of the community.
- B. Establish a collaborative working relationship with relevant public and private organizations.
- C. Create plans for meeting the needs of the community within the bounds of current and potential resources.
- D. Anticipate needed funding for proposed actions and identify potential sources.
- E. Recommend plans of action to the Directors of the Cambria Community Services District regarding actions to meet the community needs for parks, recreation and open space.

- F. Facilitate communication with the residents of Cambria both to update community priorities for parks, recreation and open space and to obtain community support for planned actions.

II. Statement of Responsibilities

- A. Create an annual budget in consultation with the General Manager/CCSD Parks and Recreation Department staff and manage expenditures according to established guidelines.
- B. Members of the Commission and their activities are bound by all applicable provisions of the Brown Action (Government Code Sections 54950 et seq.).
- C. Members of the Commission shall not participate in discussion of, or vote on issues constituting conflicts of interest – “no public official shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.” (Government Code Section 87100).
- D. Members of the Commission are charged with protecting and upholding the public interest and with exhibiting the highest level of ethics in all actions.

III. Terms of Appointments and Offices

- A. The Commission shall consist of five members with full voting privileges. The Commission shall interview applicants and forward recommendations on appointments for consideration by the Board of Directors. Commissioners shall be appointed by a majority vote of the Board of Directors.
- B. Each Commissioner shall serve a four-year term. Upon the request of a retiring commissioner, at the end of a completed term of office, with the recommendation of the PROS Commission, and at the discretion of the CCSD Board of Directors, a Commissioner may be appointed for an additional term of up to four years.
- C. Each Commissioner shall live within the Cambria Community Services District’s boundaries, hold no other public office within the CCSD, and shall serve at the pleasure of the Board.
- D. The members of the Commission shall elect a Chairperson, Vice-Chairperson and Secretary. The Chairperson shall preside over meetings, appoint appropriate committees, sign reports, establish meeting agendas, and represent the Commission at the regular Board meeting. In the absence of the Chairperson, the duties of this office shall be performed by the Vice Chairperson. The terms of these offices shall be two years with elections occurring at the first regular meeting of every odd year.

- E. From the PROS recommended list of applicants, the CCSD Board of Directors may appoint up to three Alternate Commissioners who may substitute for absent members at the request of the chair. Such Alternate Commissioners may participate in any PROS activities, as directed by the Commission Chair, but shall not have vote on matters of interest to the Commission unless serving in the place of a Regular Commission Member.

IV. Commission Responsibilities

- A. Chairperson
1. Chair Commission meetings.
 2. Chair the PROS Executive Committee to include the Chairperson and Vice Chairperson.
 3. Coordinate input for agenda topics for the monthly PROS Commission meetings with CCSD Parks and Recreation Department staff.
 4. Develop an Annual Calendar of Events that includes PROS priorities, workshops as needed, and joint meetings with the CCSD Board of Directors.
 5. Appoint Ad Hoc Committees as needed.
 6. Appoint representatives to act as liaison to community groups and committees.
- B. Vice Chairperson
1. Perform the duties of the Chairperson in their absence.
 2. Coordinate preparation of PROS Priorities with the Chairperson to be submitted to the CCSD Parks and Recreation Department staff.
 3. Attend Executive Committee meetings as needed.

V. Agenda Procedure

- A. PROS Regular Meetings
1. The PROS Commission shall meet within the jurisdictional boundaries of the CCSD except in emergency.
 2. PROS Commissioners provide input on agenda to Chairperson.
 3. Chair and Vice Chair develop draft agenda with CCSD staff.
 4. CCSD staff prepares the final agenda, attachments, and emails to all PROS Commissioners. Agendas are distributed to PROS distribution list.
 5. CCSD staff posts agendas at CCSD Administrative Office, Veteran's Memorial Building, and Cambria Library.

VI. Committees

The Commission shall appoint Ad Hoc Committees as may be deemed necessary

or advisable. The duties of the Ad Hoc Committee shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made.

VII. Commission Procedures

- A. The Commission shall meet on the first Tuesday of each regularly scheduled meeting unless otherwise publicly noticed 72 hours in advance. The Commission may call public-noticed special meetings as needed.
- B. A majority of the Commission members shall constitute a quorum.
- C. All Commission meetings shall be conducted by laws governing open meetings and public participation.
- D. The Board shall appoint Board liaison to the Commission for the purpose of improving the flow of communication between the entities.
- E. The General Manager, or their designated representative(s), shall assist the Commission as Staff to the Commission.
- F. After two consecutive unexcused absences of a Commissioner, the Commission, by a majority vote, may recommend to the Board the dismissal of said Commissioner.
- G. Should a Commissioner disrupt Commission meetings, or participate in behavior contrary to the charges and responsibilities of the Commission, the Commission, by a majority vote, may recommend to the Board the removal of said Commissioner.
- H. Commissioners desiring to resign shall submit a letter of resignation to the Commission Chairperson and this shall be forwarded to the Board.
- I. To fill a vacancy on the Commission resulting from the expiration of a regular term of office with no request for reappointment, as described in section III.B, such vacancy shall be advertised for a minimum of two weeks in the local Newspaper, and posted at all CCSD public information bulletin boards. The application period shall extend from the date of first posting the vacancy until a date four weeks following. Applications may be obtained at the CCSD Administrative Offices during normal business hours during the application period. An Ad Hoc committee of the Commission, appointed by the Chair, shall interview applicants for such vacancies and forward their recommendations to the CCSD Board of consideration.
- J. Vacancies of unexpired terms of office of regular Commission members

shall be filled from among current alternate members. Such vacancy shall be filled by appointment of an Ad Hoc Committee of the PROS Commission.

VIII. Amendments to Bylaws/Guidelines

The Bylaws/Guidelines may be amended by majority vote at any regular meeting of the Commission provided that written notice of the proposed changes is mailed to each member of the Commission no less than one week in advance. Changes must be approved by the Board.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**

FROM: Matthew McElhenie, General Manager

Meeting Date: August 10, 2023

Subject: Discussion and Consideration of Approval of an Agreement for Consultant Services with Optimized Investment Partners, a Registered Investment Advisor

RECOMMENDATIONS:

Staff recommends that the Board of Directors discuss and consider approving an Agreement for Consultant Services with Optimized Investment Partners, a registered investment advisor.

FISCAL IMPACT:

Projected earnings of \$360,000 annually. Current earnings are \$185,000.

DISCUSSION:

- The District needs to have a tailored investment strategy to maximize income potential.
- Partnering with a registered investment advisor knowledgeable about special districts will allow the District to capitalize on modern, safe, and secure investment strategies.
- Structural deficits exist in our General Fund departments; this is one strategy that could help address those issues.
- CCSD staff are not experts in the complexities of investing, so finding a trusted partner will help maximize the earning potential of our reserves that have been so carefully created.
- Optimized Investment Partners has recommended leveraging CAMP instead of the Local Agency Investment Fund (LAIF) for current surplus funds. LAIF is presently yielding approximately 3%, whereas CAMP is yielding approximately 5%. LAIF and CAMP are pooled investments with similar risks and portfolio structures.

The District has historically invested its surplus cash in the LAIF investment pool and with various banks. This conservative strategy worked well over the last several years because market interest rates were so low. It provided safe and complete liquidity while still earning some interest; however, over the last year, interest rates have risen dramatically. To take advantage of recent changes in the investment market, staff has been reviewing various options related to a more active investment strategy. Over the last six weeks, staff has met with registered investment advisors from Optimized Investment Partners to better understand those options and how they can be implemented.

The services that Optimized Investment Partners provides are unique in the industry. While most investment advisory firms only represent public agencies with assets greater than \$25 million,

they specialize in assisting smaller public agencies in California. Their scope of services includes cash-flow modeling; investment policy review/drafting; monthly cash account review; quarterly investment reporting; daily investment advice; unlimited virtual meetings with staff; and general investment advisory services.

Optimized Investment Partners has reviewed the District's cash accounting and projects that they can earn an estimated \$175,000 in additional investment interest annually using only conservative, federally backed, and/or collateralized investment products based upon today's interest rates. While interest rates will change over time, having a full-time investment advisor will assist the District in maximizing investment earnings, while ensuring the safety of surplus cash and maintaining sufficient liquidity for operations.

The District would enter a custodial agreement with an authorized bank to hold the investment cash before and after purchasing investments. This third-party relationship guarantees an appropriate system of checks and balances to ensure the safety of the District's investments. Optimized Investment Partners will not hold or maintain any control over the District's cash. They will advise and recommend investments compliant with our updated investment policy. An authorized broker-dealer list will be created by District staff to ensure timely availability and execution of investment strategies.

Hiring Optimized Investment Partners to actively manage the District's cash surplus will allow for sufficient improvement in our investment earnings that can be utilized for ongoing operations, while maintaining the safety and liquidity of the portfolio.

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of [DATE], between **OPTIMIZED INVESTMENT PARTNERS, LLC** (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 10, 2023 and shall remain and continue in effect until August 9, 2026, unless extended as provided for in the Proposal, defined below, or unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s proposal dated July 20, 2023 (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

3. PERFORMANCE

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

4. AGREEMENT ADMINISTRATION

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Consultant’s CEO, David Bilby, shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in the Proposal, in monthly progress payments based on time spent on each task.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

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

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

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

8. **DEFAULT OF CONSULTANT**

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

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

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

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

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and

all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

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

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

12. INSURANCE

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

13. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

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

14. **UNDUE INFLUENCE**

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

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

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

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

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

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the

opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

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

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

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

To Consultant: David Bilby, CEO
Optimized Investment Partners, LLC
2212 Carol View Drive, 103
Cardiff, CA 92007

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into

this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

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

22. **CONTENTS OF PROPOSAL**

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

23. **CONSTRUCTION**

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

24. **AMENDMENTS**

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

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

[Remainder of page left intentionally blank.]

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

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

**OPTIMIZED INVESTMENT
PARTNERS, LLC**

Matthew McElhenie, General Manager

By: _____
David Bilby, CEO

ATTEST:

Haley Dodson, Confidential Administrative Assistant

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A
CONSULTANT'S PROPOSAL



Attachment A (Proposal)

July 20, 2023

Matthew McElhenie
 General Manager
 1316 Tamson Drive
 Cambria, CA 93428

Re: Proposal (Attachment A) for Investment Advisory Services to the Cambria Community Services District

Dear Mr. McElhenie:

Optimized Investment Partners, LLC ("Optimized"), is pleased to present this proposal (**Attachment A**) to the Cambria Community Services District ("Client" or "District") to provide investment advisory services related to the District's surplus funds portfolio to achieve preservation of capital and maintain appropriate levels of liquidity at market yields.

Optimized Investment Partners was formed for one reason. To serve you. Our president and CEO has been working in local government investments for over 18 years. He identified a huge disparity in the investment advisory industry. The larger agencies were offered more opportunities for services than smaller ones. Smaller agencies have been virtually ignored even though it's the smaller agencies that don't have the staffing resources to manage the diverse set of responsibilities required.

I. BACKGROUND AND OBJECTIVE

OPTIMIZED will provide specified professional investment advisory services consistent with California government code section 53600 as detailed in the scope of services section below. As a fiduciary to your District, Optimized will place preservation of capital as our top priority, while ensuring appropriate levels of liquidity for day-to-day operations. We will seek to earn market yields once the first two priorities have been achieved.

II. SCOPE OF SERVICES

OPTIMIZED proposes the following scope of work to assist Client with investment advisory services. Please note that the prospective assignment that OPTIMIZED proposes to provide are advisory in nature. OPTIMIZED will be making specific investment recommendations. None of OPTIMIZED's staff will act in a capacity as an elected official, an appointed official, as staff, or serve in a "designated" position.

1. Provide investment advisory services for all surplus funds identified by Optimized and Client in compliance with Government Code Section 53600 and other applicable government codes, local municipal codes, charters, and policies
2. Build a comprehensive cash-flow model to enhance liquidity management and increase the amount of funds invested in the investment portfolio
3. Investment Policy review and consulting
4. Provide general investment education to District Staff and Officials
5. Prepare reports of monthly/quarterly transactions
6. Monitor the credit of investment securities in the portfolio for compliance with District Investment Policy
7. Perform interest revenue projections as needed for analysis
8. If requested, deliver one virtual public presentation to a commission, special committee, or governing body (e.g. City Council, Board of Directors) of the District
9. As requested, assist with other compliance and audit review requirements as related to OPTIMIZED services, and/or attend publicly noticed District meetings.

III. SCHEDULE AND REQUIRED DATA

Optimized is prepared to commence work upon receipt of an executed Agreement. Client will promptly provide Optimized with project data requested, including three (3) years of cash transaction detail.

Days 1-7

- Kickoff meeting to discuss and confirm schedule
- Custodial account setup
- Broker/Dealer account setup
- Pool(s) account(s) setup

Days 7-14

- Portfolio recommendations
- Trade execution with Client broker/dealer

IV. COMPENSATION/TERM

Consultant shall receive compensation, including authorized reimbursements, for Services rendered under this Agreement at the rates set forth below. **Contract will be in force for an initial three (3) years, with the option to extend twice via one (1) year extension(s).**

Investment Advisory Annual Fee Schedule		
Contract Year	Annual Fee	Basis – Assets Under Management
Year 1 Fiscal Year Ending June 30, 2024	25 basis points on the first \$3M, 10 basis points on all additional balances.	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 2 Fiscal Year Ending June 30, 2025	25 basis points on the first \$3M, 10 basis points on all additional balances.	Ending Monthly Custodial Bank Balance and Collateral Accounts*
Year 3 Fiscal Year Ending June 30, 2026	25 basis points on the first \$3M, 10 basis points on all additional balances.	Ending Monthly Custodial Bank Balance and Collateral Accounts*

*Based on the ending monthly custodial bank balance, assets invested in certificates of deposit, and pooled account assets including cash and investments, as reported by the custodial bank, broker/dealers, other banks, and pooled account administrators. Optimized will submit an invoice calculated monthly with a statement provided (Example: \$9 million ending balance would be invoiced at \$3 million * 0.0025% = \$7,500, **plus** \$6 million * 0.001% = \$6,000. **Grand total of both amounts = \$13,500.** \$13,500/12 = \$1,125 monthly).

To the extent alternative assignments are requested, compensation for requested Additional Tasks (defined below) will be based on hours spent at OPTIMIZED's billing rates as shown on "**Exhibit 1.**"

V. NON-DISCRETIONARY

This contract does not grant discretionary power to Optimized, or its representatives, and the contract will not be assigned by Optimized without the consent of the Client. Optimized must secure client permission prior to effecting securities transactions for the Client in the client's broker-dealer account(s).

Exhibit 1**Optimized Investment Partners, LLC.
2023 Public District Fee Schedule****Professional Services**

President & CEO	\$350.00/hour
Senior Project Manager	\$250.00/hour
Project Analyst / Project Research	\$150.00/hour
Clerical Support	\$ 75.00/hour

- **Additional Expenses**

In addition to professional services (labor fees):

- 1) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 2) If Optimized retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 3) Consultant's attendance or participation at any public meeting, in addition to 1 included virtual meeting in scope of services, whether such participation is in person, digital, video and/or telephonic (*e.g., City Council, Planning Commission, Public District Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this "Exhibit 1."

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2023.

EXHIBIT BINSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to

mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

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

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

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

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

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

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

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

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

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

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

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

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

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

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

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C.**FROM: Matthew McElhenie, General Manager
Ray Dienzo, Utilities Department Manager/District Engineer

Meeting Date: August 10, 2023 Subject: Discussion and Consideration of Approval of Consultant Services Agreement with Cannon Corporation for Design and Engineering Services for the San Simeon Water Transmission Main and Effluent Line Replacement Project

RECOMMENDATIONS:

Staff recommends that the Board discuss and consider approval of an Agreement for Consultant Services (“Agreement”) with Cannon Corporation for Design and Engineering Services for the San Simeon Water Transmission Main and Effluent Line Replacement Project and authorize the General Manager to execute the Agreement.

FISCAL IMPACT:

The preliminary budget for FY 23/24 that the Board approved on June 15, 2023, has \$500,000 in the Water Department Budget allocated for the design and preliminary costs for the San Simeon Water Main and Effluent Line Replacement Project. The Final Budget request coming before the Board on August 17, 2023, requests a project carryforward amount of \$100,000. If that passes, the total budget for consultant services will be \$600,000, which will cover the cost of this Agreement.

DISCUSSION:

The water main delivers water from the San Simeon well field, which provides about 80% of the District’s water supply, and the effluent line provides the District’s sole disposal conveyance of its treated wastewater. To commence a permanent repair for the water transmission main to the San Simeon well field, the District opened a Request for Proposal (“RFP”) for design and engineering services for the San Simeon Water and Effluent Line Replacement Project on March 16, 2023, which closed on April 25, 2023. Though the effluent pipeline did not break, staff included a design construction of this pipeline in the RFP as an appropriate and prudent upgrade to prevent future breaks. This water main and the effluent lines are critical infrastructure to the District.

Three qualified proposals were received from firms, all of which have a history of designing and engineering comparable municipal projects in San Luis Obispo County and other coastal communities throughout California with environmental characteristics like those of this community. All firms and their subcontractors are extensively qualified with licensed civil engineers and technical staff with the expertise necessary for geotechnical, permitting, surveying, and design in water, wastewater, and recycled water pipeline project design.

Utilities staff and Resources and Infrastructure Committee member Mark Meeks conducted panel interviews with key team members from each firm. The interview panel unanimously agreed to award the project to Cannon Corporation.

Staff presented this recommendation to award the project to Cannon Corporation at the June 26, 2023, special Resources and Infrastructure Committee meeting. The Committee unanimously approved the proposed scope and cost estimate and recommended that the Board of Directors review and approve the project.

The estimated project duration is two years and will cost \$585,815, not including construction.

Staff recommends that the Board approve the attached Agreement for Consultant Services with Cannon Corporation and direct the General Manager to execute the Agreement.

Attachment: Agreement for Consultant Services

AGREEMENT FOR CONSULTANT SERVICES
San Simeon Water Main and Effluent Line Replacement Project
Cannon Corporation (2024CANNON-01)

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of August 10, 2023, between **CANNON CORPORATION**, a California corporation (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on August 10, 2023, and shall remain and continue in effect until December 31, 2026, or until completion of the work described in Consultant’s proposal, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s proposal dated April 21, 2023 (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

3. **PERFORMANCE**

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

4. **AGREEMENT ADMINISTRATION**

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Michael Kielborn shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant the not to exceed amount of \$600,000 in accordance with the payment rates and terms set forth in Exhibit A, in monthly progress payments based on time spent on each task.

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

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

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

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

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

- (a) The completion of the work specified in Exhibit A.
- (b) Bankruptcy or insolvency of any party
- (c) Sale of Consultant's business
- (d) Assignment of this Agreement by Consultant without the consent of District.

8. **DEFAULT OF CONSULTANT**

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

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

prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used,

reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

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

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

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

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses,

including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

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

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

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

14. **UNDUE INFLUENCE**

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

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

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in

any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

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

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

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

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

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

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

To Consultant: Cannon Corporation
Attn: Michael Kielborn
1050 Southwood Drive
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **TIME**

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

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit A, attached hereto and previously incorporated herein. In the event of a conflict between Consultant's Proposal and this Agreement, the terms of the Agreement shall prevail.

23. **CONSTRUCTION**

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

reference only and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

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

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

CAMBRIA COMMUNITY SERVICES DISTRICT

CANNON CORPORATION

Matthew McElhenie, General Manager

By:_____

Its:_____

ATTEST:

Haley Dodson, Confidential Administrative Assistant

Approved as to Form:

Timothy J. Carmel, District Counsel

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

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

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

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

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

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

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

Cambria Community Services District

Proposal for
Design and Engineering
Services for the Water
and Wastewater Pipeline
Replacement Project

Cannon

Reliable Responsive Solutions

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Ray Dienzo, PE
Cambria Community Services District
5500 Heath Lane, Cambria, CA 93428

April 21, 2023

Subject: Design and Engineering Services for the Water and Wastewater Pipeline Replacement Project

Dear Mr. Dienzo:

Cambria Community Services District (CCSD) provides essential water and wastewater service to the unincorporated community of Cambria within San Luis Obispo County. CCSD owns and operates extensive infrastructure throughout their service area, including water supply, storage, and distribution systems as well as wastewater collection, advanced treatment, and disposal facilities.

Two critical components, a 14-inch ACP potable waterline and a 12-inch DIP wastewater effluent disposal pipeline, have essentially reached the end of their service lives and require design and replacement. Approximately 3,000 feet of 12-inch, temporary HDPE pipeline must also be removed.

Two possible alignments, identified by CCSD, and a third possible alignment, identified by Cannon, are as follows:

- *Alignment 1* - routes the new pipes along their existing alignments within existing easements through the California State Parks wetlands.
- *Alignment 2* - routes the new pipes to avoid the wetlands as much as possible, runs parallel to Highway 1, and crosses the State Parks and Caltrans bridges.
- *Alignment 3* - hybrid option reducing potential wetland impacts by keeping the new pipes in Washburn Campgrounds Road for as long as possible and incorporating a more direct alignment to the southerly connection points.

We understand CCSD is seeking assistance from a highly qualified consultant team experienced in designing pipelines, using trenchless construction methods, working in or around wetlands, assisting in permit procurement, coordinating with utility companies and property owners, interpreting and preparing easement and right-of-way documents, and overall project management to see the project through to completion.

We have outlined several key project components on page 7, to help evaluate the alternative alignments and provide a preferred recommendation to CCSD. One of these is a thorough preliminary design report to keep the project on schedule and allow the CEQA process to progress without delays. We have provided a preliminary critical path schedule on page 8 to show the complex nature of the project. Additionally, design and permitting will be an iterative process to satisfy CCSD's water and wastewater facility needs and the many stakeholders needs, including State Parks, permitting agencies, etc.

We have evaluated CCSD's RFP thoroughly, visited the project site, reviewed previous work, researched property lines affecting title (parcel maps, official records, etc.) and discussed goals with CCSD staff. We are ready to move forward upon your notice to proceed. We look forward to meeting with you to discuss your project in more detail.

Sincerely,



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☎ 805.503.4590 📠 310.633.4539
✉ MichaelK@CannonCorp.us



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Executive Summary

Cannon Corporation- Providing Reliable Responsive Solutions since 1976

As a full-service engineering, surveying, and construction management firm, we take pride in our ability to offer clients a broad range of services.

Our commitment to providing clients with *Reliable Responsive Solutions*, whether the project scope is expansive or more specialized, spans 47 years. During that time, we have worked with many cities, counties, and agencies throughout California to maintain secure and dependable water and wastewater systems.

Our experience includes design and construction of hundreds of miles of water mains, pipelines, water wells, pump stations, recycled water systems, sewer/wastewater systems, and treatment facilities.

Additionally, we have worked within the County of San Luis Obispo for more than 40 years, including projects for CCSD, to complete public infrastructure projects involving work similar to the scope of services provided in the RFP.

Our team of more than 135 professionals includes registered civil, electrical, mechanical, and structural engineers; licensed land surveyors; automation and SCADA system specialists; and Caltrans certified construction managers and inspectors.

Firm Contact / Project Manager

Michael Kielborn, PE, LEED AP
 1050 Southwood Drive
 San Luis Obispo, CA 93401
 ☎ 805.544.7407 📠 310.633.4539
 ✉ MichaelK@CannonCorp.us



Proximity / Office Locations

Services for the CCSD will be provided primarily from our office in San Luis Obispo, 36.5 miles from CCSD. Cannon corporate office locations include the following:

San Luis Obispo

1050 Southwood Dr.
 San Luis Obispo, CA 93401
 ☎ 805.544.7407

Ventura

305 South Kalorama St., Ste. A
 Ventura, CA 93001
 ☎ 805.503.4590

Los Angeles

11900 West Olympic Blvd.
 Ste. 530
 Los Angeles, CA 90064
 ☎ 310.664.1166

Irvine

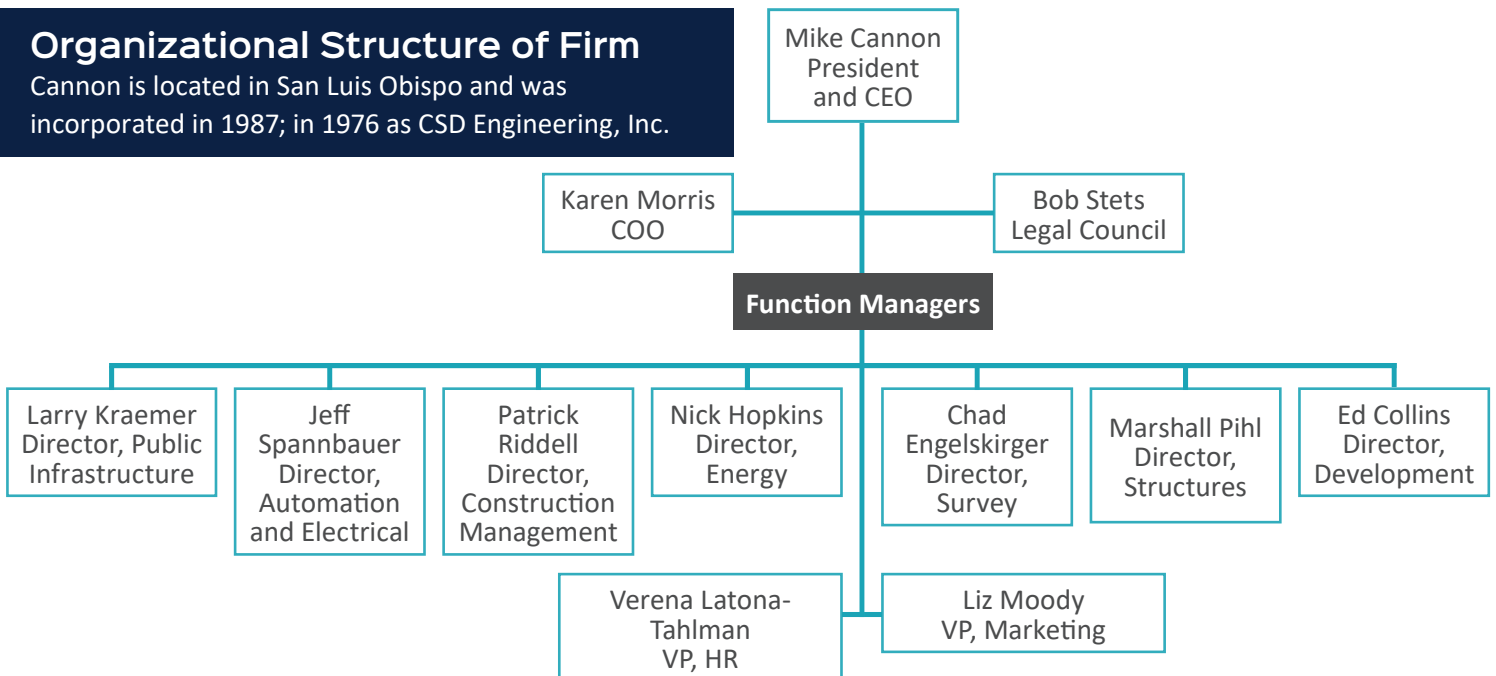
16842 Von Karman Ave.
 Ste. 150
 Irvine, CA 92606
 ☎ 949.753.8111

Department of Industrial Relations

Cannon's Public Works Contractor Registration DIR number is 1000001861 (expiration June 30, 2024).

Organizational Structure of Firm

Cannon is located in San Luis Obispo and was incorporated in 1987; in 1976 as CSD Engineering, Inc.



Understanding and Approach

Cambria Community Services District (CCSD) provides essential water and wastewater service to the unincorporated community of Cambria within San Luis Obispo County. CCSD owns and operates extensive infrastructure throughout their service area including water supply, storage and distribution systems, wastewater collection, advanced treatment, and disposal facilities. Two critical components, one from each of these systems, have essentially reached the end of their service lives and need replacement.

The project consists of the design and replacement of the following two critical components: 1) an existing 14-inch ACP potable waterline, and 2) a 12-inch DIP wastewater effluent disposal pipeline. A major component of the project is the removal of approximately 3,000-feet of temporary HDPE pipeline. CCSD has identified two possible alignments for the new replacement pipe segments. Cannon has identified a third alignment for CCSD's consideration (see **Exhibit 1** on page 6).

- Alignment 1 routes the new pipes along their existing alignments within existing easements through the California State Parks wetlands. Benefits of this option are that the pipeline stays within the existing easements and is much shorter than Alignment 2, but is challenged by the limited space within the easements and the difficulties of wetlands construction.
- Alignment 2 routes the new pipes to avoid the wetlands as much as possible, and runs parallel to Highway 1 and crosses the State Parks and Caltrans bridges. Benefits of this option are that the pipelines stay out of the wetlands area (maybe). But this alignment is challenged by the length, separation distance between water and wastewater lines, and supporting pipes from bridges is costly and difficult to permit.
- Alignment 3 is somewhat of a hybrid option to reduce potential impacts to the wetlands by keeping the new pipes in Washburn Campground Road for as long as possible. But this is a more direct alignment to the southerly points of connection. The benefit of this option is that it keeps the pipes in the previously disturbed roadway for as long as possible, but it would require new easements and more coordination with California State Parks.



Exhibit 1: Project Overview



CCSD is seeking assistance from a highly qualified consultant team experienced in pipeline design, trenchless construction methods, working in or around wetlands along with assisting in the procurement of permits; coordination with utility companies and property owners; interpretation and preparation of easement and right-of-way documents if necessary; and overall project management to see the project through to completion. We have identified several key project components as described in **Exhibit 2** on page 7 that we will use to help evaluate the alternative alignments and provide a preferred recommendation to CCSD.

We developed a preliminary critical path method (CPM) schedule (see **Exhibit 3** on page 8). This initial schedule shows a critical path being the Preliminary Design Report (PDR) followed by California Environmental Quality Act (CEQA) permitting. It is imperative that the PDR be thorough and describe the specifics of the project such that the CEQA process can continue without “hiccups”

and undesirable delays. In summary, this schedule includes approximately twelve months for design, eighteen months for CEQA and permitting, five months for bidding, and six months for construction. There is room for some flexibility with certain tasks within the schedule; however, given the time restrictions for the required botanical survey (April-May, 2024), the soonest construction can occur is most likely June 1, 2025, barring another emergency condition.

From a technical perspective, we have evaluated the District’s RFP thoroughly, visited the project site, reviewed previous work, researched property lines affecting title (parcel maps, official records, etc.) and discussed goals with CCSD staff. Based on this preliminary research, we have carefully considered each of CCSD’s key goals and components, and identified strategies for evaluation and ultimate decisions for moving forward with construction details and documents as outlined below in our scope of work.

Exhibit 2: Key Project Components

Major Component	Key Consideration	Strategy
Project Management	Controlling Budget, Schedule, and Quality of Work	As part of the preliminary design report, we will develop a detailed cost estimate including major hard and soft costs through mid-point of construction. This tool will give the project team an opportunity to value-engineer project details and components. We will update the cost estimate for each milestone submittal during the design process so that adjustments can be made along the way rather than at the end. We will develop and maintain a critical path schedule at the beginning of the project to track progress of major design and permitting facets. We will compress the schedule up front as much as possible so that slack/float can be reserved, should unforeseen issues cause delay. By employing our Internal QA/QC process, we will prepare documents at the appropriate level of detail and accuracy for each milestone submittal. This will expedite review and keep discussions to substantive issues. We will provide monthly earned value assessments to evaluate whether the project is ahead/behind schedule and over/under budget.
Preliminary Design	Alignment Selection	Three alternative alignments for the two new replacement pipelines have been presented for consideration. CCSD will chose two alternatives for detailed consideration. Depending on the key considerations and constraints (such as existing easements, need for new easements and permits, alignment pros and cons, different construction methods, etc.), the analysis may result in a combination of alignments or just one corridor. For example, it may make sense to install a new water main via horizontal directional drilling (HDD) in Alignment 3 as it is the most direct and shortest distance, and pipe burst the existing ACP water main for the new replacement wastewater effluent line (as pipe bursting the existing 12-inch ductile iron pipe would be more difficult than bursting the ACP). We will explore these options during the preliminary design effort.
Design and Construction Methods	Open Cut vs. Trenchless Technology (HDD, Micro-tunneling, Pipe Bursting, etc.)	There are multiple construction techniques that could be employed for the installation and construction of the replacement pipelines. Selecting the appropriate method could save CCSD money and shorten the duration of the project (e.g., staying within the existing easements). We will conduct a careful review of open cut, pipe jacking, pipe reaming, pipe bursting, and micro-tunneling during the preliminary design phase and recommend which techniques are viable given the constraints of the project. Constraints include many factors, such as wetlands, cultural resources, soil type, depth of pipe, integrity of line and grade of existing pipe, pipe slope, lay down areas, proximity to existing utilities, park disruptions, bypass pumping needs, right-of-way/easements, locations of air/vacs and blowoff/drains, and connections to existing mains. Pipe bursting may be a good option because it would allow the replacement mains to go back in the same locations as the existing mains. It would also avoid the risk associated with frac-outs of drilling mud (such as HDD), but it would require bursting through ductile iron pipe (which is not easy) and through fittings and/or concrete thrust block if they exist. HDD could be a good option since it allows a very direct alignment between connection points to be designed; however, there is a risk of frac-out and it would need to be considered in permitting.
Environmental Compliance and Permitting	Navigating CEQA and Permitting	Based on SWCA's review of the proposed project, the following summarizes the key issues for avoiding and/or reducing impacts to sensitive resources and streamlining the required regulatory agency permitting and environmental review process. The proposed project area is located within the flood plain of lower San Simeon Creek which contains extensive riparian woodland and coastal wetland resources that provide suitable habitat for several listed species, including the California red-legged frog (<i>Rana draytonii</i>). Further, the proposed pipeline alternatives are located in close proximity to previously documented archaeological resources. The project's potential to impact these resources will depend on the final project design and construction methodology. The team will work with CCSD to avoid sensitive resources to the extent feasible and/or develop strategies to reduce impacts to a less than significant level. This will require focused waters/wetlands delineation and mapping of environmentally sensitive habitat areas (ESHA) as part of the preliminary alternatives analysis. Regardless of the potential for impact, we anticipate the need for early engagement and consultation with state and federal agencies to address potential impacts to waters/wetlands, ESHA and listed species. Additionally, we anticipate the need to engage tribal stakeholders and State Parks early in the process to confirm necessary measures are taken to avoid/reduce potential impacts to important archaeological resources. A compensatory mitigation plan will likely also be required in coordination with State Parks to offset temporary impacts to wetland resources/ESHA. We anticipate that these key issues will be the focus of the CEQA document and that the most critical component of the CEQA review process will be to confirm the document adequately addresses the concerns of responsible agencies related to these issues (e.g., Coastal Commission, State Parks, U.S. Fish and Wildlife Service, etc.).
Order of Work and Construction Sequencing	Maintaining Water Service and Effluent Disposal During Construction	Maintaining service to customers while replacing existing infrastructure is imperative to the success of this project. Depending on the construction methods chosen, this effort could be a significant challenge and expense to the project. We will look for innovative ways to reduce the duration and extent of service disruptions as much as practicable. This could be a major factor in determining which alternative construction methods to allow and which ones to eliminate. A potential strategy for construction sequencing is as follows: Step 1 - keep the temporary 12-inch HDPE water line in service until the new replacement water line is constructed, tested, disinfected and ready for use; Step 2 - construct the new replacement waterline either in Alignment 1 (pipe burst along existing alignment) or Alignment 3 (HDD); Step 3 - use the temporary 12-inch HDPE pipe line as the bypass line for the existing 12-inch effluent line; Step 4 - construct the new replacement effluent line either in Alignment 1 (pipe burst along existing alignment of existing effluent line or use existing 14-inch waterline if Alignment 3 was used for new waterline); Step 5 - put new replacement effluent line in service; and, Step 6 - remove temporary 12-inch HDPE from above ground route).

Exhibit 3: Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	CCSD - Water and Wastewater Pipeline Replacement Project	610 days	Mon 7/3/23	Fri 10/31/25	
2	District Issues Notice to Proceed	0 days	Mon 7/3/23	Mon 7/3/23	
3	Phase A. Project Coordination, Management, and Administration	301 days	Mon 7/3/23	Mon 8/26/24	
4	A.1 - Kickoff and Monthly Meetings	301 days	Mon 7/3/23	Mon 8/26/24	
5	A.2 - Weekly Progress Updates	301 days	Mon 7/3/23	Mon 8/26/24	
6	A.3 - Monthly Progress Reporting (Scope, Schedule, Budget)	301 days	Mon 7/3/23	Mon 8/26/24	
7	A.4 - Coordinating Meetings with other Project Stakeholders	301 days	Mon 7/3/23	Mon 8/26/24	
8	Phase B. Preliminary Engineering Evaluation and Design	70 days	Mon 7/3/23	Fri 10/6/23	
9	B.1 - Review Previous Studies and Reports	20 days	Mon 7/3/23	Fri 7/28/23	2
10	B.2 - Utility Research and Coordination	20 days	Mon 7/3/23	Fri 7/28/23	2
11	B.3 - Base Mapping	20 days	Mon 7/31/23	Fri 8/25/23	10
12	B.4 - Alternative Alignment Analysis	10 days	Mon 7/31/23	Fri 8/11/23	10
13	B.5 - Hydraulic Constraints and Analysis	10 days	Mon 8/28/23	Fri 9/8/23	11
14	B.6 - Preliminary Design Report	20 days	Mon 9/11/23	Fri 10/6/23	12,13,17,53
15	District Review and Comment Period	20 days	Mon 9/11/23	Fri 10/6/23	14FF
16	Phase C. Environmental	301 days	Mon 7/3/23	Mon 8/26/24	
17	Environmental Constraints and Alignment Analysis	50 days	Mon 7/3/23	Fri 9/8/23	2
18	C.1 - CEQA Compliance	231 days	Mon 10/9/23	Mon 8/26/24	
19	Administrative Draft IS/MND	1 day	Mon 10/9/23	Mon 10/9/23	14
20		60 days	Tue 10/10/23	Mon 1/1/24	19
21	District Review and Comment Period	15 days	Tue 1/2/24	Mon 1/22/24	20
22	Preliminary Public Draft IS/MND	20 days	Tue 1/23/24	Mon 2/19/24	21
23	District Review and Comment Period	10 days	Tue 2/20/24	Mon 3/4/24	22
24	Public Draft IS/MND - CEQA Noticing	23 days	Wed 5/15/24	Fri 6/14/24	23,29FF+10 days
25	Administrative Final IS/MND	30 days	Mon 6/17/24	Fri 7/26/24	24
26	District Review and Comment Period	20 days	Mon 7/29/24	Fri 8/23/24	25
27	Board Approval	1 day	Mon 8/26/24	Mon 8/26/24	26
28	C.2.1 - Biological/Wetland Assessment	60 days	Mon 10/9/23	Fri 12/29/23	20FF-10 days,14
29	C.2.2 - Botanical Survey (April-May 2024)	45 days	Mon 4/1/24	Fri 5/31/24	14
30	C.3 - Cultural Resources Assessment	60 days	Mon 10/9/23	Fri 12/29/23	20FF-10 days,14
31	Phase D. Permit Compliance	260 days	Mon 1/1/24	Fri 12/27/24	
32	D.1 - County of SD, Land Use Application (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
33	D.2 - CSWRQB, DDW: Permission to Operate (Cannon)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
34	D.3 - CRRWQCB: WDR and Stormwater Permit (Construction Activities)(Cannon)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
35	D.4 - Caltrans Encroachment Permit (if necessary)(Cannon)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
36	D.5 - Coastal Commission CDP (as necessary)(SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
37	D.6 - California State Parks Encroachment Permit (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
38	D.7 - Army Corps of Engineers 404 Permit (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
39	D.8 - RWQCB 404 Certification (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
40	D.9 - CDFW Streambed Alteration Agreement (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
41	D.10 - Section 7 Consultation with USFWS and NMFS (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
42	D.11 - NHPA Section 106 Tribal Consultation (SWCA)	260 days	Mon 1/1/24	Fri 12/27/24	28,30
43	Phase E. Surveying	170 days	Mon 7/3/23	Fri 2/23/24	
44	E.1 - Establish Ground Control for Aerial Mapping	10 days	Mon 7/3/23	Fri 7/14/23	2
45	E.2 - Topographic Survey	130 days	Mon 7/31/23	Fri 1/26/24	
46	Aerial Photogrammetry	20 days	Mon 7/31/23	Fri 8/25/23	44,11FF
47	Aerial Topography along Preferred Alignment	20 days	Mon 10/9/23	Fri 11/3/23	14
48	Supplemental Field Topography along Preferred Alignment	20 days	Mon 1/1/24	Fri 1/26/24	47,56
49	E.3 - Legal Descriptions and Plats	20 days	Mon 1/1/24	Fri 1/26/24	56
50	E.4 - Field Survey of Utilities at Pothole Locations	20 days	Mon 12/4/23	Fri 12/29/23	56FF
51	E.5 - Right-of-Way and/or Property Acquisition	20 days	Mon 1/29/24	Fri 2/23/24	49
52	Phase F. Geotechnical Investigation	130 days	Mon 7/3/23	Fri 12/29/23	
53	F.1 - Geotechnical Constraints and Alignment Analysis	50 days	Mon 7/3/23	Fri 9/8/23	2
54	F.2 - Design Geotechnical Investigation and Report	60 days	Mon 10/9/23	Fri 12/29/23	14
55	Phase G. Final Plans and Specifications	200 days	Mon 10/9/23	Fri 7/12/24	
56	G.1 - 65% Submittal	60 days	Mon 10/9/23	Fri 12/29/23	14
57	District Review and Comment Period	20 days	Mon 1/1/24	Fri 1/26/24	56
58	G.2 - 95% Submittal	60 days	Mon 1/29/24	Fri 4/19/24	57
59	District Review and Comment Period	20 days	Mon 4/22/24	Fri 5/17/24	58
60	G.3 - Final Submittal	40 days	Mon 5/20/24	Fri 7/12/24	59
61	Phase H. Bid Phase Services	100 days	Mon 12/30/24	Fri 5/16/25	25,32,33,34,35,36
62	District Advertise, Bid, and Award Phase	5 days	Mon 12/30/24	Fri 1/3/25	62SS
63	H.1 - Pre-Bid Meeting	75 days	Mon 1/6/25	Fri 4/18/25	63
64	H.2 - Respond to Bidder Questions and Prepare Tracking Log	5 days	Mon 5/12/25	Fri 5/16/25	62FF
65	H.3 - Bid Evaluation and Recommendation for Award	120 days	Mon 5/19/25	Fri 10/31/25	
66	Phase I. Construction Phase and Project Closeout Services	120 days	Mon 5/19/25	Fri 10/31/25	
67	District Construction Contract Duration (can start June 1st)	120 days	Mon 5/19/25	Fri 10/31/25	62
68	I.1 & I.2 - Review Submittals/Shop Drawings and Respond to RFIs	120 days	Mon 5/19/25	Fri 10/31/25	67SS
69	I.3 - Prepare Design Clarifications and Assist with Change Orders	120 days	Mon 5/19/25	Fri 10/31/25	67SS
70	I.4 - Site Visits (total 3 at milestone events)	120 days	Mon 5/19/25	Fri 10/31/25	67SS
71	I.5 - Prepare Record Drawings	20 days	Mon 10/6/25	Fri 10/31/25	67FF

Project: 230311 - Preliminary Schedules
Date: Fri 4/21/23

Task Split

Summary

Project Summary

External Milestone

Inactive Milestone

Inactive Task

Manual Task

Manual Summary Rollup

Manual Summary

Manual Task

Start-only

Finish-only

Deadline

Critical

Critical Split

Progress

External Tasks

Inactive Milestone

Manual Task

Manual Summary

Manual Task

Start-only

Finish-only

Deadline

Critical

Critical Split

Progress

The following scope of work is based on our understanding of the project as outlined above, our experience on similar successful projects, a site visit, and a discussion with CCSD staff. Our approach to successful completion of this project is based on providing professional services as described below. The detailed tasks and sub-tasks are carefully sequenced to provide an efficient schedule while remaining realistic and achievable. We will build upon previous work, especially the emergency work performed in 2021, and confirm critical assumptions and criteria as part of our work.

Phase A: Project Coordination, Management, and Administration

Cannon will provide contract management and quality control services throughout the duration of the project. Cannon's Principal-In-Charge and Project Manager, along with SWCA Environmental Consultant's Project Manager, will play an active role in the management and coordination of the project; including coordinating regular meetings with CCSD staff to discuss project status, problems, budgeting, and other areas that have an adverse effect on the work. Correspondence, submittals, and deliverables (preliminary and final) will be submitted to CCSD via hard copy and electronically at project close-out per the RFP. Project coordination, management, and administration will include the following sub-tasks.

Task A.1 Kickoff meeting and monthly progress meetings including preparing agendas and minutes.

Task A.2 Weekly progress updates via email and/or telephone to discuss budget, schedule, and project issues.

Task A.3 Monthly progress reporting submitted with invoices. Monthly progress report to include:

- A monthly progress payment request;
- An overview of work accomplished during the previous month;
- A description of current key activities and an updated schedule for each task and subtask;
- A list of problem areas, if any, and proposed corrective actions;
- A list of tasks for the following month; and
- A bar graph showing total contract budget, monthly invoiced amounts, cumulative amount invoiced, and project billings to the end of project.

Task A.4 Coordination – Coordinating meetings with stakeholders, property owners, and agencies. A total of five meetings are included for proposal purposes with one of those meetings in person and the other four as virtual meetings.



Phase B: Preliminary Engineering Evaluation and Design

Cannon will provide preliminary engineering design services prior to commencing detailed design.

Preliminary engineering design services will include an evaluation of the two pipeline replacement projects, alternative alignments as described above in our project understanding and approach, and in the following sub-tasks. We will include our subconsultants, SWCA and Yeh Associates, in the preliminary design process to provide constraints analysis with respect to their technical expertise and impacts to select a preferred alignment and approach.

Task B.1 Review Previous Studies and Reports – We will review and evaluate previously completed projects and analysis and recommend criteria and/or assumptions depending on our findings and after discussing with CCSD.

Task B.2 Utility Research and Coordination – We will conduct utility research with the public and private utility providers who have existing facilities within the proposed project areas, and obtain record drawings and as-built information. We will compile and review the documents for inclusion into the electronic base map to use in preliminary design and subsequent related tasks defined below.

Task B.3 Base Mapping – Based on the findings from previous tasks, we will develop the base map for the preliminary design of the project by incorporating available topographic data, boundary information, and

utility information for use in evaluating alignments for the proposed improvements.

Task B.4 Alternative Alignment Analysis – After completion of the base map, we will prepare alternative alignments for the proposed facilities and prepare plan and profile layouts for each of the alignments. We will compile physical data for each of the alignments for comparison purposes in the PDR.

Task B.5 Hydraulic Constraints and Analysis – We will perform basic hydraulic calculations (pipe sizing, minimum and maximum velocities, pressure losses, etc.) for each project and the alternatives. A summary of our findings will be included in the PDR.

Task B.6 Preliminary Design Report – We will prepare a PDR that provides a preliminary plan and profile, the advantages and disadvantages for alternative alignments and construction methods, the recommended construction method, geotechnical and construction constraints, environmental constraints, recommended project, estimated project cost, other impacts (e.g., traffic, utility interferences, agency encroachment and other permit requirements, easement requirements, etc.).

Deliverables: We will submit one PDF copy of the draft PDR for CCSD review and meet with the CCSD to discuss the PDR. CCSD comments on the draft PDR will be incorporated into a final PDR. We will submit one PDF copy of the final PDR to CCSD with the final PDR being signed by a licensed civil engineer in California.



Phase C: Environmental

We will retain the services of SWCA Environmental Consultant (SWCA) for environmental services. SWCA developed the following scope of work for environmental services anticipated to be required as part of the environmental documentation process under CEQA. The scope is based on our understanding of the project and the project history, our experience with similar projects, preliminary investigation and research, and background information provided by the CCSD.

Task C.1 Initial Study/Mitigated Negative Declaration – SWCA has prepared the following scope of work to prepare an Initial Study/Mitigated Negative Declaration (IS/MND), which includes the tasks necessary to complete the CEQA process for the project.

Project Description

SWCA will prepare a written project description based on plans and information received from the CCSD. We understand the project description will include the selected pipeline replacement alternative in a single CEQA document. The administrative draft project description will be provided in electronic form. Upon receipt of comments and clarifications from the CCSD, SWCA will prepare a final project description. Upon completion of the project description, SWCA will coordinate directly with the CCSD to confirm the IS/MND format, scope, and content is consistent with the CCSD requirements.

Administrative Draft IS/MND

Preparation of the IS/MND will include an assessment of resources as required by CEQA Guidelines (Appendix G). The environmental analysis will incorporate necessary technical studies and information provided by the CCSD and other responsible or stakeholder agencies. Air emissions will be quantified using the California Emissions Estimator Model (CalEEMod), and output spreadsheets will be attached to the IS/MND. Additional background information will be obtained from the County's General Plan documents, resource agency online documents, and our in-house library. Our administrative draft IS/MND submittal will include a draft Mitigation Monitoring and Reporting Plan (MMRP), which will identify each mitigation measure, the appropriate milestone or timing to implement the measure, the responsible party, and identified reporting requirements. SWCA will submit an administrative draft IS/MND for the CCSD's review and approval.

Public Review Draft IS/MND

Upon receipt of comments on the administrative draft IS/MND, SWCA will finalize the public review draft IS/MND, and MMRP for public review and circulation. Our scope of work assumes that SWCA will provide complete electronic versions of documents to the CCSD, including Word and Adobe versions. This task includes preparation of required CEQA notices, including the Notice of Intent (NOI) to Adopt an IS/MND, Notice of Completion (NOC), and Summary Form. SWCA can assist with filing the NOI and required Clearinghouse notices at the San Luis Obispo County Clerk Recorder's Office and State Clearing House; however, we assume the CCSD will be responsible to pay associated filing fees and to arrange publication of the NOI in the local newspaper. We also assume CCSD will post the NOI and public review draft IS/MND on the CCSD website.

Final IS/MND

Following 30-day public circulation of the public review draft IS/MND, SWCA will provide written responses to the comments received during circulation of the IS/MND to clearly document responses to substantive environmental issues for decision-maker review. Identified necessary minor clarifications to the IS/MND will be made and a final IS/MND will be provided to the CCSD for review and approval.

Meetings

SWCA's project manager and additional staff, as appropriate, will be available to meet with CCSD staff and engineers at regular meetings throughout the CEQA process. Our scope also includes attendance at one public hearing for adoption of the IS/MND. SWCA's project manager will be available to assist with the project presentation and to respond to questions on the environmental review process or findings.

Because of SWCA's local presence in San Luis Obispo County, they are within a short distance of the CCSD'S and Cannon's offices. SWCA would be available to meet with the project team in person and on short notice throughout the planning process.

Upon approval of the IS/MND (or upon earlier request of CCSD), SWCA will prepare a draft Notice of Determination (NOD) form for CCSD review and approval. SWCA can assist with filing the NOD at the San Luis Obispo County Clerk Recorder's Office and State Clearing House; however, we assume the CCSD will be responsible for paying associated filing fees and CDFW environmental filing fees.

Task C.2 Biological Resources Assessment / Waters & Wetland Delineation – SWCA understands the proposed pipeline project is located within a coastal floodplain which contains sensitive biological resources. In compliance with CEQA and the County of San Luis Obispo’s and CCSD’s guidelines for protecting biological resources, SWCA has identified the following specific tasks to be completed.

Desktop Literature Review / Reconnaissance Level Biological Survey

SWCA will conduct a review of literature, pertinent maps, and biological databases to identify sensitive biological resources that have been observed or have potential to occur in the vicinity of the project site. The sources consulted will include the California Department of Fish and Wildlife’s California Natural Diversity Database and the U.S. Fish and Wildlife Service’s (USFWS) Critical Habitat Mapper and existing biological resources studies completed within the project area. In addition to sensitive biological resources, the background research will include an assessment of potential aquatic resources. For this, SWCA will consult appropriate databases, such as the USFWS National Wetlands Inventory as well as identified past wetland delineations. The results of the background research and literature review will assist in directing the field survey and may inform the results of the on-the-

ground observations. The initial desktop review, coupled with a reconnaissance level biological survey, will be used to facilitate the biological constraints assessment in support of the pipeline alternatives analysis. This initial task will be completed in fall of 2023 in an effort to initiate the regulatory agency permitting and CEQA schedule.

Botanical and Biological Resources Surveys

SWCA will conduct a field survey within the proposed pipeline replacement area(s) and a surrounding buffer. The survey will focus on documenting existing site conditions, identification and documentation of the overall biological community, and presence of suitable habitat for potentially occurring special-status species. The task will be completed by a qualified botanist and a wildlife biologist and will include an inventory of the plants and wildlife identified on-site. Sensitive resources that are identified during surveys will be mapped with a global positioning system (GPS) unit. The survey will be appropriately timed during the typical peak blooming period for regionally occurring, special-status botanical species in spring 2024 (i.e., typically April – June). The specific survey timing will be based on seasonal environmental conditions, which will be tracked throughout the early spring, to facilitate appropriate survey timing.



Waters and Wetland Delineation

Under this task, SWCA will conduct field surveys to evaluate the limits of waters/wetlands in the project area. The delineation will be used in obtaining agency permits and will follow the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (Version 2.0) (2008). The delineation of waters will follow A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States (OHWM Manual) (Lichvar and McColley, 2008). To the extent feasible, the wetland delineation efforts will be completed to coincide with the botanical and biological resources assessment survey efforts outlined above. The findings of the waters and wetland assessment will be compiled into a stand-alone wetland delineation report and included as an addendum to the biological resources assessment report.

Biological Resources Assessment and Wetland Delineation Reports

Following the field surveys, draft reports documenting the survey findings from the biological resources surveys and waters/wetland delineation will be prepared. The Biological Resources Assessment (BRA) report will include a description of the biological resources documented on the site, as well as sensitive biological resources with potential to occur based on presence of suitable habitat. Further, the results of the waters and wetland delineation will be documented in a formal Wetland Delineation Report. The BRA report will be prepared in accordance with San Luis Obispo County biological resources assessment report requirements to support the environmental review process. This will include a discussion of Environmentally Sensitive Habitat Areas (ESHA) mapped as part of the collective biological survey and wetland assessment efforts. This task assumes one meeting to discuss the report(s) findings and recommended avoidance and minimization measures.

Task C.3 Cultural Resources Assessment – SWCA understands the proposed pipeline project is located in close proximity to known archaeological resources. In compliance with CEQA and the County of San Luis Obispo's and CCSD's guidelines for protecting archaeological resources, SWCA has identified the following specific tasks to be completed.

Records Search and Literature Review

Compliance with CEQA requires that an affirmative search be undertaken to identify properties listed in, determined eligible, or eligible for listing in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR) that may be impacted by the proposed project. SWCA will conduct background research, in part, by performing a records search for the property at the Central Coast Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The CCIC is the regional office of the California Historical Resources Information System (CHRIS), and the primary purpose of the records search is to acquire site records for relevant previously recorded cultural resources within, or within 0.25 mile of, the project area, as well as pertinent copies of previous studies.

Initial Native American Coordination

SWCA will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will evaluate if NAHC-listed Native American sacred lands are located within or adjacent to the project area. In addition, the NAHC will provide a list of Native American contacts for the project that they believe should be contacted for additional information. This effort will be conducted in coordination with the CCSD's obligation under Assembly Bill 52, which requires lead agencies to take into consideration Native American concerns regarding development projects.

Field Survey

Upon completion of the CHRIS records search, SWCA will conduct an intensive pedestrian survey of the entire project site. An SWCA archaeologist will conduct the survey utilizing pedestrian transects spaced at intervals of approximately five meters, covering each portion of the project area. For the purposes of this proposal and cost estimate, based on our understanding of the area, up to three previously documented archaeological resources are located near the proposed alternatives. Updated documentation for these resources will be prepared, if necessary, upon review of existing records. No testing or evaluation will be conducted, nor will artifacts, samples, or specimens be collected during the survey.

Technical Report

Upon completion of the literature review, initial Native American coordination, and field survey, SWCA will prepare a technical report that will summarize the results of the study, as well as provide management recommendations for resources within or near the project area. The report will include maps depicting the area surveyed for cultural resources. SWCA assumes that an electronic draft of this report and figures will be submitted for review. Upon receipt of comments on the draft document, SWCA will incorporate the input and produce the final report. SWCA assumes that only one round of review will be necessary. If the locations of sensitive archaeological sites or Native American cultural resources are shown or described in the report, the report will be considered confidential. The report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report will be made available only to qualified cultural resources personnel, the landowner, and project management personnel on a “need to know” basis.

Deliverable: SWCA will prepare a Mitigated Negative Declaration for the project. The Initial Study and Mitigated Negative Declaration will cover both of the pipeline replacement projects in a single document. One electronic copy of the draft MND will be submitted for review. The final submittal shall include the NOI, MMRP, NOD, and public review comments.

Task D: Permit Compliance

SWCA will prepare permit applications for submittal to the appropriate resource agencies. Specifically, this would include preparation and submittal of the following permit applications:

- County of San Luis Obispo Land Use Permit Application;
- California State Parks Encroachment Permit Application;
- California Coastal Commission Coastal Development Permit (as necessary);
- CDFW Streambed Alteration Agreement (SAA) pursuant to Section 1600 of the Fish and Game Code;
- Corps Nationwide Permit (NWP) pursuant to Section 404 of the Clean Water Act; and
- RWQCB Water Quality Certification (WQC) pursuant Section 401 of the Clean Water Act.

SWCA will work with the project team to obtain the necessary information available for submittal including site plans and/or engineering schematics, impact calculations, and amount of type and fill materials to support permit applications and Section 7 consultation. This assumes formal consultation with the USFWS for potential take of California red-legged frog and other potentially occurring listed species.

Cannon will prepare and/or assist the District in permit applications for submittal to the other potential agencies as follows:

- CSWRCB, Division of Drinking Water – Permission to Operate
- Central Coast RWQCB – WDR and Stormwater Construction Permit
- Caltrans Encroachment Permits

Cannon will work with the project team to obtain the necessary information available for submittal including site plans and/or engineering schematics, impact calculations, and amount of type and fill materials to support permit applications.

Permit Tracking and Follow-up Support

After submittal of permit applications, SWCA will continue to work with the CCSD and the regulatory agencies to confirm that permits and/or authorizations are processed and issued. This may include conference calls, meetings, and/or site visits with agency representatives including those from the USFWS to support Section 7 consultation. Due to the dynamic nature of regulatory agency permitting, it is not possible to identify all of the potential tasks and associated costs required to acquire the final permits. As such, SWCA’s project manager will maintain close communications with the project team throughout the project. Identified out-of-scope permitting tasks will be communicated to the team and agreed upon prior to implementation.

Compensatory Mitigation Plan

In anticipation of the request by regulatory agencies, SWCA is proposing to prepare a Compensatory Mitigation Plan (CMP) to address the temporary and permanent impacts associated with the proposed project. This would include an assessment of undisturbed areas adjacent to the proposed pipeline installation areas to evaluate appropriate restoration objectives and performance criteria. It is assumed that required bore/access pits (as necessary) and/or temporary access and staging areas

would result in impacts to wetland habitat areas requiring compensatory mitigation. The CMP would include existing site conditions, expected impacts to wetlands on-site, measures to protect sensitive biological resources, site preparation, revegetation methods, native seed mixes, container stock palettes, erosion and sedimentation controls, maintenance, restoration monitoring schedule, performance criteria, and reporting. Further, the CMP would outline the procedures necessary to stabilize the temporary access routes and staging areas established as part of the pipeline repair efforts. A draft CMP will be provided for review and approval prior to submittal to the respective regulatory agencies. This estimate assumes one round of revisions, as necessary, prior to submittal to the regulatory agencies.

Phase E: Surveying

Cannon will provide surveying services for the project as outlined below.

- a. We will perform a field topographic survey of the final selected pipeline alignments, abandoned pipeline alignments, and adjacent rights-of-way with one-foot contours for pipelines. The survey will identify existing easements, identify street monuments, surface features of the affected project areas, assessor parcel numbers, and verify locations of existing underground utilities on or adjacent to the proposed site or sites.
- b. We will prepare legal descriptions and plats to facilitate the District's acquisition of easements for the proposed pipeline alignment that are outside existing easement limits. We have included a budget of \$10,000 for potential right-of-way acquisition consultation with our sub-consultant Hamner, Jewell and Associates in the event their services are needed.
- c. We will coordinate potholing with District staff to document potholing activities are surveyed. District will provide pothole contractor.
- d. We will establish survey ground control for aerial mapping using NAD83 coordinates and NAVD88 county benchmark elevations.

Deliverable: Cannon will provide the aerial photography, and the topographical mapping to the District electronically on a thumb drive, and provide original files, searchable PDF, and AutoCAD formats.

Phase F: Geotechnical Investigation

We will retain the services of Yeh & Associates, Inc. to prepare a general geotechnical engineering investigation for the proposed water and wastewater pipe replacements throughout the extents of the project to provide prospective bidders and the contractor with information about the type of material they can expect during construction.

Phase G: Final Plans and Specifications

Cannon will provide final engineering design services and prepare construction estimates, construction plans, and technical specifications (PS&E) suitable to be inserted into District standard contract documents for distribution to contractors. PS&E services will include:

- Incorporating supplemental field, topographic and control surveys as necessary to prepare final construction documents.
- Incorporating geotechnical investigations and reports based on the locations evaluated in the approved PDR.
- Completing engineering, surveying, analysis and investigation.
- Coordinating with known utilities required to confirm horizontal and vertical conflicts are identified and resolved through design or relocations.
- Identifying pothole locations. Field locate and plot pothole information will be provided by District's pothole contractor.
- Preparing design calculations and completing plan preparation, technical specification preparation, engineer's cost estimates, and other appropriate engineering services necessary to provide complete contract documents ready for public bid.

We will prepare a separate set of plans for each pipeline replacement project. We will provide a single set of project specifications that covers both pipeline replacement projects and a single set of contract documents. The contract documents will have a separate bid form for each pipeline project. We acknowledge the District reserves the right to bid and award separate contracts or any combination which best meets the needs of the District. Our plans will be prepared in AutoCAD. We acknowledge that the plans, contract document and specification formats, templates, and standards will be approved by CCSD. Plan template will conform to CCSD Plans and will be 22" x 34".

Table 1: List of Anticipate Drawings

WATER PIPELINE		
Sheet No.	Drawing No.	Description
1	G-1	Title Sheet, Sheet Index, Vicinity Map, Location Map, Signatures
2	G-2	General Notes, Legend, Abbreviations, Symbols
3	G-3	Geotechnical Borings and Pothole Tables
4	C-1	Survey Boundary Map and Project Layout
5	C-2	14-inch Water Pipeline – Plan and Profile - 1
6	C-3	14-inch Water Pipeline – Plan and Profile - 2
7	C-4	14-inch Water Pipeline – Plan and Profile - 3
8	C-5	Typical Details – 1
9	C-6	Typical Details – 2
10	C-7	Construction Methods and Connection Details – 1
11	C-8	Construction Methods and Connection Details – 2
WASTEWATER PIPELINE		
Sheet No.	Drawing No.	Description
1	G-1	Title Sheet, Sheet Index, Vicinity Map, Location Map, Signatures
2	G-2	General Notes, Legend, Abbreviations, Symbols
3	G-3	Geotechnical Borings and Pothole Tables
4	C-1	Survey Boundary Map and Project Layout
5	C-2	12-inch Wastewater Pipeline – Plan and Profile - 1
6	C-3	12-inch Wastewater Pipeline – Plan and Profile - 2
7	C-4	12-inch Wastewater Pipeline – Plan and Profile - 3
8	C-5	Typical Details – 1
9	C-6	Typical Details – 2
10	C-7	Construction Methods and Connection Details – 1
11	C-8	Construction Methods and Connection Details – 2

Our plans will include profiles with tie-in details. We will perform complete utility research of known and abandoned utilities that are identified and will show pertinent information on the plans. We will coordinate potholing with the utility company and CCSD. CCSD will provide the potholing contractor as stated in “Topographic Survey” above. We will submit final plans to utility companies and secure a final letter or other method of approval from the utility company.

Plan cover sheets will include a detailed materials list. We will provide a plan and narrative construction sequencing that will minimize customer outages. We will incorporate the District’s customers requirement of not being without water overnight, on weekends and holidays, or for more than three (3) hours (total) on any day into the specifications. Plans, Specifications, and Cost Estimates will be submitted to CCSD for review and comment in three separate submittal packages: 65%, 95%, and 100% complete. The 65% submittal will include as a minimum: cover sheet, plan and profile sheets with known utilities, and a detailed cost estimate. The 95% submittal will be a complete submittal including plans, a single volume of specifications, contract documents, and an updated detailed cost estimate. The District will review the submittals and provide comments. We will incorporate comments and provide a final 100% complete set, signed by the licensed civil engineer in charge of the project.

Phase H: Assistance During Bidding

Cannon will provide assistance to CCSD during the bidding phase of the project as described below.

Task H.1 Pre-Bid Meeting – We will attend the pre-bid meeting with prospective bidders and provide technical support to District staff relative to immediate contractor questions.

Task H.2 Respond to Bidder Questions – We will respond to any pertinent technical questions from the contractors during the bidding period. We will maintain a log and notes on contact and responses.

Task H.3 Bid Evaluation – We will assist CCSD in review of the bids and in bid evaluation to recommend the lowest, responsive, responsible bidder as the construction contractor.

Phase I: Assistance During Construction and Project Close-Out

Cannon will provide assistance to CCSD during the construction phase of the project to help the contractor understand the technical aspects of the design and design changes. We acknowledge that CCSD will perform the on-site inspection, submittal and payment request review, perform final inspection, and file notice of completion. Our assistance will include:

Task I.1 Respond to RFI(s) – We will respond to Requests for Information (RFIs) from contractor(s) or permit agencies (20 anticipated).

Task I.2 Shop Drawings/Submittals – We will review and approve specialized submittals as requested by CCSD (five special submittals anticipated).

Task I.3 Change Order Review and Processing – We will assist the District in the preparation of change orders or clarification drawings, prepare an estimate of the cost of the change order, and assist CCSD in negotiation of the change order. We will maintain drawing revisions in AutoCAD of plan clarifications and/or modifications that occur during construction (five anticipated).

Task I.4 Site Visits – We anticipate conducting three site visits to observe key milestone activities as requested by CCSD.

Task I.5 Record Drawings – We will incorporate hard copies of the project record drawings and field notes provided by CCSD into the final AutoCAD drawings, note the “Project Record Drawing,” and date in the revision block with the revision number. Changes will be noted with the revision number.

Qualifications and Experience

Qualifications and Experience

We have worked within the County of San Luis Obispo for over 40 years on projects such as the Nipomo Community Services Blacklake Sewer Consolidation, Design and Engineering Services for City of Morro Bay Lift Station 1 Force Main, and City of Paso Robles S. River Road Sewer Abandonment and Lift Station No. 8 Force Main. We have provided an overview of our experience in **Tables 2 and 3** on pages 18-19, and references in Exhibit A on page 26.

We are Water Experts

We have selected key staff who are not just experts with potable water, recycled water, and sanitary sewer systems, but also have a long history of teaming on water projects that have enabled them to fine-tune their collaboration and coordination to deliver successful projects on time and within budget.

“ Throughout this project, Cannon exceeded the City's expectations. They were responsive and reliable, and provided a creative design to overcome potential obstacles while keeping the project on time and within budget. ”

Ditas Esperanza,
Capital Projects Engineer
City of Paso Robles



TEAM STATISTICS

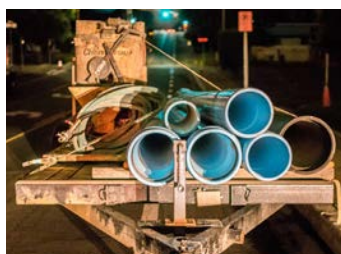
300K+
LF of pipeline
design

100+
years of design
experience

40+
design
engineers

Areas of Expertise

We offer expertise in these areas relevant to your project:



Water and Wastewater Line Main Replacements



Reports, Studies, and Hydraulic Analyses



Aerial and Ground Topographic Survey



Bidding and Construction Support Services

Financial Stability

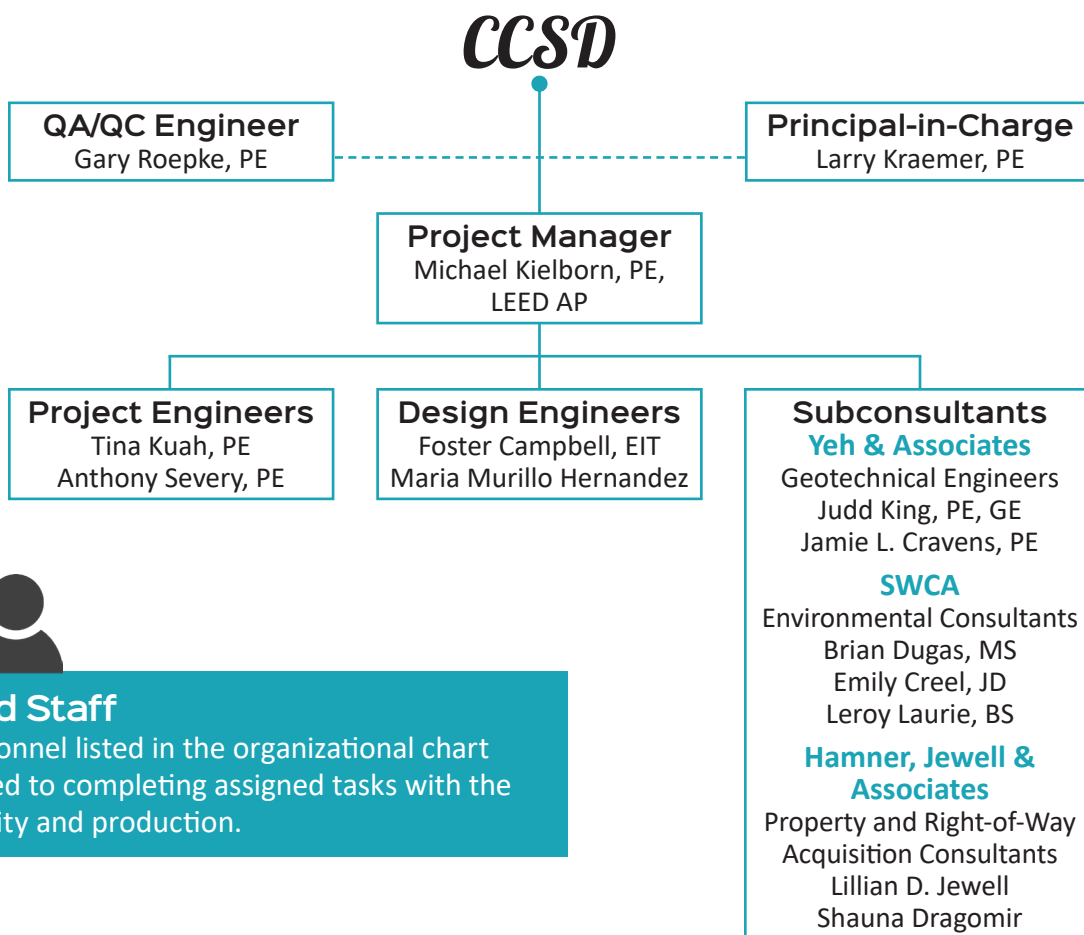
We continue to be a growing, financially stable organization, and are proud of the good credit rating we have earned from Dunn & Bradstreet. Cannon has never been debarred, suspended or otherwise declared ineligible to contract by any Federal, State or local public agency. Our average annual revenue for the past five years is \$21 million. We have provided engineering design services on project construction costs from a few thousand to \$300 million.

Table 2: Pipeline Projects

Project Key	Potable, Recycled, and Wastewater Resources																
	Conceptual / Preliminary Design	Final Design	Technical Plans and Specifications	Opinion of Probable Construction Cost (OPCC)	Construction Management or Engineering Support	Facility Upgrades / Improvements	Pipelines / Appurtenances	Trenchless Technology Construction Method	Alignment Analysis	Hydraulic / Surge Analysis	Sanitary Sewer System	Wastewater Treatment	Sewage Lift Station	Site Grading and Drainage	CEQA / Environmental Documents and Permitting	Automation / Electrical System Design	Surveying and Mapping
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Lift Station 1 Force Main Design, Morro Bay, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
S. River Road Sewer Abandonment and Lift Station No. 8 Force Main Extension, Paso Robles, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Thunderbird Wells 16 Water Line, Paso Robles, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Monterey Street Water Main Replacement, San Luis Obispo, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Leanna Drive Water Main Creek Crossing, Arroyo Grande, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Professional Engineering Services for Obispo Street Waterline, Guadalupe, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Waterline Replacement for North Vandenberg Air Force Base, Lompoc, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Waterline Replacement for North Vandenberg Air Force Base, Lompoc, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Montecito Water District Highline Transmission Main Repairs, Montecito, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design and Engineering Services for Lion Street Water Main, Casitas Municipal Water District, Ojai, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design and Engineering Services for Camarillo Spring Golf Course Waterline Replacement, Camarillo, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Elizabeth Lake Road 30-inch Transmission Main, Palmdale, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Los Angeles Avenue Water Line Replacement, Simi Valley, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design and Environmental Services for Sweetwater Waterline Civic Improvements, Malibu, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design for Olympic Water Transmission Main, Santa Monica, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design and Construction Management Services for Water Main Replacements, Santa Monica, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Design, Engineering, and Construction Support for Water Main Replacements, Beverly Hills, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
7433 Distribution Main Replacement, Norwalk, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jed Smith Pipeline Replacement, Las Virgeneses Municipal Water District, Hidden Hills, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Fire Camp No. 19 Sewage Connection Lines and Other Water System Improvements, LACDPW, Azusa, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
San Luis Obispo Water Reuse Project, San Luis Obispo, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
West Simi Valley Water Recycling Project, Simi Valley, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Recycled Water Pump Station Upgrade, Simi Valley, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3 Water Pump Station, Simi Valley, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Public Works Yard Recycled Waterline Extension, Glendale, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nipomo Community Services District Blacklake Sewer Consolidation, Nipomo, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
13th Street Gravity Sewer Main Replacement and Lift Station No. 5 and Force Main Project, Paso Robles, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Tank Farm Sewer and Force Main, San Luis Obispo, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Highway 246 Lift Station Upgrade, Santa Ynez, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Seaside Wastewater Force Main Project, Ventura, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Vineyard Conversion and Irrigation Pipeline, McFarland, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Golden Valley Wastewater Lift Station, Los Angeles, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Table 3: Pipeline Permitting Experience		Type of Permit	Agency	Type of Crossing (Creek, RR, NA)	Type of Construction	Permitting	CM and/or Engineering Support
Atascadero Creek Sewer Siphon Replacement, Atascadero, CA	Nationwide Permit Nationwide Permit Streambed Alteration Permit 401 Certification	ACOE US Fish and Wildlife Department of F&G RWQCB	River River River River	Directional Drilling	✓	✓	
Thunderbird Waterline, Paso Robles, CA	Nationwide Permit Nationwide Permit Streambed Alteration Permit 401 Certification	ACOE US Fish and Wildlife Department of F&G RWQCB	River River River River	Directional Drilling	✓	✓	
Zanja de Cota Creek Sewer Protection Measures/Creek Restoration, Santa Ynez, CA	Nationwide Permit Nationwide Permit Streambed Alteration Permit 401 Certification	ACOE US Fish and Wildlife Department of F&G RWQCB	River River River River	Open Cut	✓	✓	
San Juan Grade Road Sewer Project, Salinas, CA	Encroachment Permit	County of Monterey	Creek	Bridge Span	✓	✓	
Highway 246 Sewer Replacement Project, Santa Ynez, CA	Encroachment Permit	County of Santa Barbara	Highway	Cured-in-Place Pipe	✓	✓	
Tank Farm Road/Broad Street Gravity Sewer and Foremain, San Luis Obispo, CA	Encroachment Permit	City of Santa Barbara	Highway	Bridge Span and Jack and Bore	✓	✓	
Highway 184 Weedpatch Sewer, Bakerfield, CA	Encroachment Permit	City of San Luis Obispo	Creek	Jack and Bore	✓	✓	
Highway 1/13th Street Drainage Improvement Project, Oceano, CA	Encroachment Permit	CalTrans	Highway	Open Cut and Trench	✓	✓	
Templeton Interceptor Line Lift Station and Sewer Reach, Paso Robles, CA	Encroachment Permit	CalTrans	Highway	Open Cut and Trench	✓	✓	
Sewer Main Upgrades, Paso Robles, CA	Encroachment Permit	CalTrans	Highway	Open Cut and Trench	✓	✓	
Sewer Main Rehabilitation, Paso Robles, CA	Encroachment Permit	CalTrans	Highway	Open Cut and Trench	✓	✓	
Los Angeles Avenue, Madera Road and Lyander Avenue Sewer Trunk Rehabilitation, Simi Valley, CA	Encroachment Permit	City of Simi Valley	N/A	Trench / Liner	✓	✓	
Sewer Rehabilitation, Camarillo, CA	Encroachment Permit	City of Camarillo	N/A	Hobas FRMP 24" slip lining	✓	✓	
21-inch Trunk Sewer 60th Street West, Avenue J-12 to Avenue K, Lancaster, CA	Encroachment Permit	City of Lancaster	N/A	CIPP sewer repairs and Open Cut and Trench	✓	✓	
Sanitary Sewer - Avenue I, 50 th Street West to 90 th Street West, Lancaster, CA	Encroachment Permit	City of Lancaster	N/A	Open Cut and Trench	✓	✓	
Elizabeth Lake Road Trunk Sewer, Sections 2, 3, 4 and 5, Palmdale, CA	Encroachment Permit	LA County Sanitation District No. 20	DWR Aqueduct Siphons	Open Cut and Trench	✓	✓	
Union Pacific Railroad Sewer Crossing Replacement Project, Paso Robles, CA	Encroachment Permit	UPRR	Railroad	Jack and Bore	✓	✓	
30" Effluent Pipeline, Delano, CA	Encroachment Permit	County of Kern	Highway	Jack and Bore	✓	✓	
Leanna Street Water Replacement - Creek Crossing, Arroyo Grande, CA	Underground Classification Permit	OSHA Mining and Tunneling Unit	Highway	Jack and Bore	✓	✓	
Sulphur Springs Waterline - 101 Freeway Crossing, Paso Robles, CA	Nationwide Permit Nationwide Permit Streambed Alteration Permit 401 Certification	USACE US Fish and Wildlife Department of F&W RWQCB	Creek Creek Creek Creek	Directional Drilling	✓	✓	
Price Canyon Pipeline, Arroyo Grande, CA	Encroachment Permit Encroachment Permit Minor Use Permit Utility Agreement	City of Paso Robles CalTrans	Highway Highway	Directional Drilling	✓	✓	
Pedernales Pipeline, Santa Barbara, CA	Encroachment Permit Encroachment Permit Streambed Alteration Permit Encroachment Permit	County of San Luis Obispo Union Pacific RR Union Pacific RR Department of F&G ACOE	Creek Creek Creek Creek Creek	Directional Drilling	✓	✓	
Tower Road Wellhead and Pipeline, Paso Robles, CA	Encroachment Permit Encroachment Permit Streambed Alteration Permit Encroachment Permit	County of Santa Barbara Caltrans Southern Pacific RR Department of F&G DOT	N/A N/A Rail Road Creek	Multiple Methods	✓	✓	
Chico Road Storm Drain, Atascadero, CA	Encroachment Permit	Federal Aviation Agency City of Paso Southern Pacific RR OSHA Division of Tunnels and Rail Road	Runway Creek Rail Road Rail Road	Jack and Bore	✓	✓	

Key Personnel Organizational Chart



Dedicated Staff

Our key personnel listed in the organizational chart are committed to completing assigned tasks with the highest priority and production.

Availability

Cannon’s current and anticipated workload allows us to completely and comprehensively fulfill the engineering design services for the water and wastewater pipeline replacements for CCSD. With offices in San Luis Obispo, Ventura, Los Angeles, and Irvine, we provide services for many clients throughout Central and Southern California and we understand the importance of meeting project schedules and deliverable deadlines.

Our long-standing relationships with multiple public agencies in the County of San Luis Obispo means that we thoroughly understand local regulations. As a multidisciplinary firm, our team is able to provide integrated services that offer creativity, efficiency, and a high-level of technical expertise that will provide valuable resources for facilitating our design services for CCSD. Our key team members work out of our San Luis Obispo office and are capable of meeting within short notice to assist with each need or request.



Professional Registration

- Registered Civil Engineer, California, No. 70112
- LEED Accredited Professional

Certifications

- National Association of Sewer Service Companies PACP, MACP, and LACP Certified
- Horizontal Directional Drilling Inspector

Education

- Bachelor of Science, Civil Engineering, Loyola Marymount University, Los Angeles, California

Professional Affiliations

- American Society of Civil Engineers
- Association of Water Agencies of Ventura County
- California Water Environment Association

Michael Kielborn, PE, LEED AP Project Manager

Mr. Kielborn has specialized in management and design for water and wastewater planning; water supply, storage, and distribution; and sewer system engineering since 2001, primarily working in underground utility construction and municipal infrastructure improvements. He is a certified horizontal directional drilling inspector and provides assistance with project/field inspection, cost estimation, coordination, and scheduling. Mr. Kielborn has developed excellent project management, cost estimation, in-field engineering management, inspection, coordination, and scheduling abilities for multi-million-dollar projects.

Blacklake Sewer Consolidation, Nipomo Community Services District, Nipomo, California:

The Blacklake Sewer System Consolidation Project consisted of designing a new 160 gpm sewer lift station; 22,000 LF of new 6-inch sewer force main; and the decommission, demolition, and site restoration of the existing Blacklake water reclamation facility. Design also included SCADA, pavement surfacing and an access road, odor control, electrical design, and survey. The schedule allotted 1.5 years for design and 1.5-years for construction support and the permitting schedule. Mr. Kielborn served as Civil Engineer on this project.

Select Project Experience

Mr. Kielborn has served as Civil Engineer or Project Manager on the following projects:

- Oceano Community Services District, Lagoon Waterline Break, Oceano, California
- Design and Engineering Services for Lion Street Water Main, Casitas Municipal Water District, Ventura, California
- Valves and Appurtenances Replacement (Ventura Street Waterline), Casitas Municipal Water District, Ventura, California
- Rice Bridge Replacement, Casitas Municipal Water District, Ventura, California
- Montecito Water District Highline Transmission Main Repairs, Montecito, California
- Camarillo Springs Golf Course Waterline Replacement, Camarillo, California
- Design and Engineering Services for City of Morro Bay Lift Station 1 Force Main, Morro Bay, California
- City of Paso Robles S. River Road Sewer Abandonment and Lift Station No. 8 Force Main Extension, Paso Robles, California
- City of Paso Robles Lift Station No. 5 and 13th Street Sewer Main Upgrades, Paso Robles, California



Professional Registration

- Registered Civil Engineer, California, No. 44813

Education

- Master of Science, Civil Engineering, Water Resources, California State University, Long Beach, California
- Bachelor of Science, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, California
- Certified Master Modeler in Haestad Methods, WaterCad, StormCad, Pondpack software

Professional Registration

- Registered Civil Engineer, California, No. 48693

Education

- Bachelor of Science, Civil Engineering, Iowa State University, Ames, Iowa

Professional Affiliations

- Association of Water Agencies of Ventura County American Water Works Association
- Southern California Water Utilities Association
- City and County Engineers Association

Larry Kraemer, PE Principal-in-Charge

Since 1986, Mr. Kraemer has developed extensive civil and environmental engineering experience within the public sector. He has served as a senior engineer for complex engineering projects dealing with wastewater and water resources. As Director of Cannon's Public Infrastructure division, his duties and responsibilities include technical oversight of design, construction, and master planning projects as well as construction contract administration and management for bridges, pipelines, dams, wells, and pump stations. Mr. Kraemer is adept at managing challenging or complex projects due to his astute troubleshooting skills, keen attention to detail, and innovative approach for efficient design.

Select Project Experience

Mr. Kraemer has served as Principal-in-Charge or Project Manager on the following projects:

- Blacklake Sewer Consolidation, Nipomo Community Services District, Nipomo, California
- Design and Engineering Services for City of Morro Bay Lift Station 1 Force Main, Morro Bay, California
- Seaside Force Main Project, Ventura, California
- Design and Engineering Services for Lion Street Water Main, Casitas Municipal Water District, Ventura, California
- City of Ventura Sewerline Replacement Project, Ventura, California

**Gary Roepke, PE QA/QC Engineer**

Gary Roepke, PE brings more than 40 years of experience in engineering and design for water resources. He has been the project manager for municipal, industrial, commercial, and military facility projects involving water treatment, water supply, transmission, and distribution systems; drainage and flood control systems; wastewater collection and pumping systems; and recycled water systems.

Select Project Experience

Mr. Roepke has served as QA/QC Engineer on the following projects:

- Seaside Force Main Project, Ventura, California
- Design for Golf Course Well No. 7, Ventura, California
- Design, Equipping, and Related Site Work for Moun Nos. 2 and 3, Ventura, California
- Calleguas-Las Virgenes Municipal Water District Interconnection Project, Calabasas, California
- Jim Bridger Road Water Main Replacement, Las Virgenes Municipal Water District, California
- Design for Tucker Street Water Distribution Pipeline and Well Discharge Main, Compton, California



Professional Registration

- Registered Civil Engineer, California, No 82551

Education

- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California
- H2ONet Certified Water Distribution Modeler

Professional Affiliations

- American Society of Civil Engineers - President Elect: Central Coast Chapter

Professional Registration

- Professional Civil Engineer, California, No. 70876

Education

- Bachelor of Science, Civil Engineering, University of California, Los Angeles, California

Professional Affiliations

- American Society of Civil Engineers
- American Water Works Association

Anthony Severy, PE Project Engineer

Since 2006, Mr. Severy has provided engineering services for public improvement, energy, survey, and automation and controls projects. Mr. Severy will lead the design team with responsibility for the majority of initial design, plan preparation, development of technical specifications and estimates, and data compilation. In addition, he provides field observation and generates reports; conducts project research; delivers communications to clients, agencies, and vendors; and provides calculations and modeling services. He will provide engineering design work that involves conventional practices, as well as complex features such as conflicting design needs, innovative solutions where conventional methods are unsuitable, and difficult coordination requirements.

Select Project Experience Summary

Mr. Severy has served as Project Engineer on the following projects:

- Seaside Force Main Project, Ventura, California
- Design and Construction Management for Monterey Street Water Main Replacement, San Luis Obispo, California
- Lift Station No. 5 and 13th Street Sewer Main Upgrades, Paso Robles, California
- Design for Santa Ynez Community Services District Sewer Main Repairs, Santa Ynez, California
- Water and Sewer Master Plan Update, Nipomo Community Service District, California
- Design for El Camino Real Gravity Sewer Extension and Replacement, Atascadero, California

**Tina Kuah, PE Project Engineer**

Ms. Kuah has more than 19 years of experience providing project engineering services. Her experience ranges from transportation, including streets and bridges; water and wastewater; education and development; emergency generators; and master planning projects. She has worked with numerous agencies and municipalities throughout California.

Select Project Experience Summary

Ms. Kuah has served as Project Engineer on the following projects:

- Engineering Design and Construction Management Services for the Murphy Reservoir Replacement Project, Whittier, California
- Design, Engineering, and Construction Support for Water Main Replacements, Beverly Hills, California
- Design and Construction Management Services for Calleguas-Las Virgenes Municipal Water District Interconnection, Calabasas, California
- Design for Avenue K 36-inch Transmission Main, Los Angeles County Water Works District No. 40, Lancaster, California



Professional Registration

- Engineering-in-Training (EIT)

Education

- Master of Science, Civil and Environmental Engineering, California Polytechnic State University, San Luis Obispo, California
- Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, California
- H2ONet Certified Water Distribution Modeler

Professional Affiliations

- American Society of Civil Engineers – Past President Elect: Central Coast Chapter

Education

- Bachelor of Science, Civil Engineering, Chico State University, Chico, California

Professional Affiliations

- American Society of Civil Engineers

Foster Campbell, EIT Design Engineer

Mr. Campbell is a Civil Design Engineer within the Public Infrastructure Department at Cannon. He has provided design support on projects including street improvements, utility coordination, sediment removal, and demolition. In addition to his design work, Mr. Campbell has provided analysis on data collected in the field and has been able to determine trends that have been essential for himself and others to make critical decisions in a multitude of projects.

Select Project Experience Summary

Mr. Campbell has served as Design Engineer on the following projects:

- Design and Engineering Services for City of Morro Bay Lift Station 1 Force Main, Morro Bay, California
- City of Guadalupe Professional Engineering Services for the Obispo Street Waterline, Guadalupe, California
- Capital Improvement Projects for Wastewater Reclamation Facility Improvement Projects, Soledad, California
- Design and Engineering Services for Lion Street Water Main, Casitas Municipal Water District, Ventura, California
- Design and Engineering Services for Camarillo Spring Golf Course Waterline Replacement, Camarillo, California

**Maria Murillo Hernandez Design Engineer**

Ms. Murrillo Hernandez is a Civil Design Engineer whose experience includes recycled water distribution, flood control, sewer collection system rehabilitation, pipeline replacements, and storm drain mapping. She has worked with several divisions within the County of Santa Barbara, including the Public Works Transportation Division, Flood Control Division, and Project Cleanwater.

Select Project Experience Summary

Ms. Murillo Hernandez has served as Design Engineer on the following projects:

- City of Paso Robles, Design Services for Waterlines at Sherwood Acres Neighborhood, Paso Robles, California
- City of Santa Maria Water Supply Well No. 15 Design Project, Santa Maria, California
- County of Kern Animal Shelter Sewer Upgrade, Bakersfield, California
- Engineering Design Services for Orange Grove Avenue / Vicinity Water Main Replacement, Whittier, California
- City of Beverly Hills Sewer System Management Plan Update, Beverly Hills, California



Exhibit A: References

We have provided comparable services to the following municipal clients within the last five years. Further detailed project services, including our experience with permitting for HDD in sensitive areas, is located in **Tables 2 and 3** on pages 18-19.

Nipomo Community Services District

148 South Wilson Street, Nipomo, CA 93444
 Peter Sevcik, PE, Director of Engineering and Operations
 ☎ 805.929-1133 ✉ psevcik@ncsd.ca.gov
 Project: Blacklake Sewer Consolidation
 Completion Date: Est. 3/1/24
 Approximate Cost: \$754,550

Montecito Water District

583 San Ysidro Road, Montecito, CA 93108
 Adam Kanold, PE, Engineering Manager
 ☎ 805.969.2271 ✉ akanold@montecitowater.com
 Project: Highline Transmission Main Repairs
 Completion Date: 1/28/20
 Approximate Cost: \$366,784

City of Morro Bay

595 Harbor Street, Morro Bay, CA 93442
 Eric Riddiough, PE, City Engineer
 ☎ 805.772.6261 ✉ eriddiough@morrobayca.gov
 Project: Lift Station 1 Force Main Design
 Completion Date: Est. 7/1/23
 Approximate Cost: \$45,571




City of Paso Robles

1000 Spring Street, Paso Robles, CA 93446
 Ditas Esperanza, PE, Capital Projects Engineer
 ☎ 805.237.3861 ✉ ditas@prcity.com
 Project: Fiber Optic Network Cable Replacement and Installation Project*
 Completion Date: Est. 4/1/26
 Approximate Cost: \$494,068



* Cannon has worked with Ms. Esperanza for the past 23 years on various projects.

Exhibit B: List of Subconsultants / Resumes

 Yeh and Associates, Inc.	 SWCA ENVIRONMENTAL CONSULTANTS	 HAMNER JEWELL ASSOCIATES
<p>Judd King, PE, GE Geotechnical Engineer</p> <p>Yeh and Associates, Inc.</p> <p>391 Front Street, Suite D Grover Beach, CA 93433 805.481.9590 jking@yeh-eng.com</p> <p>Geotechnical Engineer, California, GE2903; Civil Engineer, California, CE68257; Civil Engineer, Nevada, 23851; ICC Reinforced Concrete Inspector, 5264179-49; ICC Soils Special Inspector, 5264179-49</p>	<p>Brian Dugas, MS Principal Natural Resources Team Lead</p> <p>SWCA Environmental Consultants</p> <p>3765 South Higuera Street, Suite 102 San Luis Obispo, CA 93401 805.701.4648 brian.dugas@swca.com</p> <p>Certified Professional in Erosion and Sediment Control, 6727</p>	<p>Lillian D. Jewell Property and Right-of Way Consultant</p> <p>Hamner, Jewell & Associates</p> <p>530 Paulding Circle, Suite A Arroyo Grande, CA 93420 805.773.1459 ljewell@hamner-jewell.com</p> <p>California Licensed Real Estate Broker, DRE #00704804</p>
<p>Jamie Cravens, PE Geotechnical Engineer</p> <p>Yeh and Associates, Inc.</p> <p>391 Front Street, Suite D Grover Beach, CA 93433 805.481.9590 jcravens@yeh-eng.com Geotechnical Engineer, California, No. C91514</p>	<p>Emily Creel, JD Principal Planning Team Lead</p> <p>SWCA Environmental Consultants</p> <p>3765 South Higuera Street, Suite 102 San Luis Obispo, CA 93401 805.539.2870 ecreel@swca.com</p>	<p>Sauna Dragomir, SR/WA, R/W-AMC Property and Right-of Way Consultant</p> <p>Hamner, Jewell & Associates</p> <p>530 Paulding Circle, Suite A Arroyo Grande, CA 93420 805.773.1459 jtkatavich@hamner-jewell.com</p> <p>California Licensed Real Estate Broker, DRE #01406880</p>
	<p>Leroy Laurie, BS Principal Cultural Resources Team Lead</p> <p>SWCA Environmental Consultants</p> <p>3426 Empresa Drive, Suite 100 San Luis Obispo, CA, 93401 805.293.8330 llaurie@swca.com</p>	

We have provided further detail on each of our subconsultants' firm history, project experience, and team on the following pages.

Yeh and Associates, Inc. is a full-service geotechnical firm first established in Denver, Colorado in 1999. The building block of Yeh is providing specialized expertise in engineering geology and geotechnical services for transportation, infrastructure and public works projects. Yeh's offices in Grover Beach and Ventura, California are led by a team of senior professionals with a strong background in public works projects for local, state, and federal agencies. These staff have been working on projects throughout California for up to 25 years. The firm employs a total of about 160 professionals with vast experience in the fields of geotechnical engineering, engineering geology, and construction management. Yeh has specialized expertise in providing geotechnical services for water reclamation projects and the staff have worked on projects at nearly every water reclamation or wastewater treatment facility in San Luis Obispo County.

Yeh's State of California Department of Industrial Relations contractor registration number is 1000030005.

Relevant Project Experience

This section provides a description of representative projects that are specifically relevant to this project. Note that many of the water-wastewater projects we are working on involve trenchless components and coordination with multiple public agencies.

Morro Bay Water Reclamation Facility Lift Stations and Pipeline

Owner: City of Morro Bay
 Client: City of Morro Bay
 Key Staff: Judd King, Jamie Cravens, and Loree Berry

Yeh and Associates provided geotechnical services for:

- The design of two new lift stations and pipelines to convey wastewater and treated water to and from the City of Morro Bay's planned water reclamation facility.
- Design features include buried structures, pipeline trench excavation and backfill, jack and bore, microtunnelling, ground improvement using compaction grouting, and pavement.

City of Paso Robles Recycled Water Pipeline

Owner: City of Paso Robles
 Client: Carollo Engineers,
 Key Staff: Judd King and Jamie Cravens

Yeh and Associates provided geotechnical services for:

- The design of approximately 9 miles (48,000 feet) of recycled water pipeline throughout the northeast corridor of the City.
- Design features included a 900,000-gallon water storage reservoir and major HDD crossing of the Salinas River for a 24-inch diameter pipeline.

City of Paso Robles Recycled Water Pipeline

Owner: City of Paso Robles
 Client: Carollo Engineers
 Key Staff: Judd King and Jamie Cravens

Yeh and Associates provided geotechnical services for:

- The design of approximately 9 miles (48,000 feet) of recycled water pipeline throughout the northeast corridor of the City.
- Design features included a 900,000-gallon water storage reservoir and major HDD crossing of the Salinas River for a 24-inch diameter pipeline.

City of Atascadero Mall Sewer Improvements

Owner: City of Atascadero
 Client: Wallace Group
 Key Staff: Judd King

Yeh and Associates provided geotechnical services for:

- The design for replacement of approximately 200 feet of sewer main below Highway 101 to be replaced using jack and bore methods.

Santa Maria Country Club Recycled Water Pipeline

Owner and Client: County of Santa Barbara – Laguna County Sanitation District
 Key Staff: Jamie Cravens

Yeh and Associates provided geotechnical services for:

- The design for approximately 6,000 feet of new recycled water pipeline that will be installed below the Santa Maria Country Club using horizontal directional drilling (HDD) and below the Santa Maria Railroad using jack and bore methodologies.



Education

BS Civil Engineering, Cal Poly State University, San Luis Obispo, CA, 2001

Registrations

Registered Civil Engineer: CE 68257, California; 23851, Nevada; 18170, Hawaii; 72151, Arizona

Registered Geotechnical Engineer: GE 2903, California

Professional Affiliations

- American Society of Civil Engineers
- CalGeo, Past Board of Directors
- American Public Works Association

Publications

“Reducing Static Settlement Potential Using Prefabricated Wick Drains – a Case History.” *Seventh International Conference on Case Studies, Geotechnical Engineering, Chicago, Illinois, April 29-May 4, 2013*

Joined Yeh

7/2015

Contact

391 Front Street Ste D
Grover Beach, CA 93433
805-481-9590
www.yeh-eng.com

Professional Experience

Judd is the lead geotechnical engineer and project manager for several water and wastewater treatment projects on the coast of California. He is experienced in the planning, design and construction of water, wastewater and water reuse projects. He is familiar with building code and American Water Works Associations (AWWA) standards for the design of public works and water treatment conveyance and storage facilities. Judd also teaches soil mechanics laboratory classes part time in the Civil Engineering Department at Cal Poly, San Luis Obispo.

He is experienced with the design of shoring, dewatering, foundation support, excavations adjacent to existing structures, and other geotechnical aspects commonly encountered at wastewater facilities. Judd has specialized expertise in geotechnical investigations for trenchless installations. He also specializes in soft ground, mitigation of liquefaction, mechanically stabilized earth walls, reinforced soil slopes, ground improvement, tunneling, rock coring, and local projects ranging from land development to public works and infrastructure. He has over 20 years of experience in the planning, design and construction of public works and has been the geotechnical engineer for projects throughout the central coast region.

Relevant Work History

Water Reclamation Facility, Morro Bay, CA, Active

Geotechnical Engineer and project manager for a design-build project that is currently under construction. Assisted with siting studies and initial feasibility study for a new treatment plant and preparation of a preliminary geotechnical and geologic hazards report that consider faulting, sidehill grading, slope stability and seismic hazards. Project manager for the preparation of the Geotechnical Baseline Report for the design-build effort to construct the new plant, and the lead geotechnical engineer for the owner's oversight of the construction of the project that is expected to start processing effluent in early 2023.

South San Luis Obispo County Sanitation District WWTP Redundancy Project, Oceano, CA, Active

Lead geotechnical engineer and project manager for the design and construction of improvements to increase process redundancy at the South San Luis Obispo Sanitation District's Wastewater Treatment Facility in Oceano, California. The upgrade includes partially buried aeration basins, secondary clarifier, and rerouted yard piping. The foundation support soil beneath the improvements consists of loose estuary deposits prone to settlement as a result of liquefaction. Yeh evaluated the subsurface conditions and prepared a design level geotechnical report recommending vibro-stone columns to mitigate for liquefaction. The project began construction in late 2020. Yeh provided observation of installation of vibro-stone columns and has provided geotechnical support during the construction phase of the project. Project completion is anticipated early 2023.

King City WWTP - Upgrade, King City, CA, Active

Project manager and senior geotechnical engineer for the design of an upgrade to the King City Wastewater Treatment Plant. The aging plant currently uses aeration ponds and effluent basins to treat wastewater. The plant will be upgraded with an aeration basin, primary and secondary clarifiers. Existing basins will be transitioned to percolation basins to supplement the existing effluent disposal process of aeration spray. Yeh will be conducting an extensive geotechnical exploration and evaluation for the proposed project. Loose soil and shallow groundwater conditions will likely be found and recommendations developed to address these conditions. The design of the project is expected to occur over the next two years.



Education

MS Civil Engineering-Geotechnical Specialization,
 Cal Poly State University,
 San Luis Obispo, CA, 2017

BS Civil Engineering,
 Cal Poly State University,
 San Luis Obispo, CA, 2016

AS Engineering/AS Mathematics/AA Liberal Arts, Cuesta College, San Luis Obispo, CA, 2014

Registrations

CA Civil Engineer, No. C91504

Professional Affiliations

- American Society of Civil Engineers
- American Society of Engineers
 Younger Member Forum, San Luis Obispo Branch Officer

Joined Yeh

4/2015

Contact

391 Front Street Ste D
 Grover Beach, CA 93433
 805-481-9590
www.yeh-eng.com

Professional Experience

Jamie Cravens has been with Yeh and Associates since early 2015 performing field logging and exploration, geotechnical analyses for slopes and foundation systems, geotechnical design for retaining walls and landslide repairs, and preparing preliminary and design-level geotechnical reports. She is experienced in performing field exploration and geotechnical evaluations for pipelines, pump stations, reservoirs, water and wastewater treatment plants, and seismic hazard assessments. Jamie's field experience includes mud rotary, rock coring, hollow stem auger and other drilling methods as well as in-situ testing using the cone penetrometer. Jamie has experience in geotechnical investigation, analyses, and report preparation for a variety of public infrastructure projects.

Relevant Work History

High Street-Glenn Coolidge Sewer Replacement, UC Santa Cruz, CA, 2019

Project engineer for preparation of a Geotechnical Report for the design of a sewer replacements between High Street and Glenn Coolidge Drive at the University of California Santa Cruz campus. Evaluated replacement of approximately 2,000 feet of existing gravity sewer pipe that was originally constructed in 1969. Existing geotechnical data from the University was used to supplement the project along with site reconnaissance and geologic mapping performed by Yeh. The pipeline alignment crossed complex geology with areas of perennial springs, residual soil, artificial fill, and hard rock geology composed of schist, granite, marble, and quartz diorite.

Morro Bay Lift Station and Pipelines, Morro Bay, CA, 2019

Staff engineer for preparation of Preliminary and design-level Geotechnical Report for the design of two pump stations and approximately 3 miles of new pipeline that will convey raw wastewater to a new reclamation facility. Return pipelines will transport treated water to an existing ocean outfall and be injected for underground storage and reuse for landscape irrigation. Logged borings, prepared graphics, and assisted in the analyses and preparation of the reports that assessed multiple pipeline routes, creek crossings using microtunnel and bore and jack trenchless technologies, and assessed constructability issues for the new lift station and pipelines.

Caltrans Storm Damage and Repairs, Santa Cruz County, CA, 2017

Staff engineer for preparation of preliminary and design-level Geotechnical Reports for the of repairs at multiple locations along Highway 9 and 35 in Santa Cruz County due to winter storm damage in early 2017. Performed foundation and slope stability evaluations for three sidehill viaducts, three anchored walls, and a micropile wall on Highway 9 and prepared design drawings for four unanchored soldier piles walls on Highway 35. Tasks included field mapping, evaluating existing conditions using site reconnaissance, drilling and sampling, laboratory testing, development of preliminary alternatives, analyses for final alternatives, and preparation of Log of Test Borings sheets for the design.

Recycled Water Distribution Pipeline, Paso Robles, CA, 2019

Staff engineer for preparation of the Geotechnical Report for the design of a 9-mile long pipeline and 900,000-gallon storage reservoir to supply recycled water to the Airport District and Barney Schwartz Park in Paso Robles. The distribution lines were force mains that ranged from 6 to 24 inches in diameter. The tank was an above-grade, prestressed reinforced concrete tank. The pipeline crosses the Salinas River, Huerhuero Creek, steep bluffs along River Road and various drainages and state highways. Trenchless installations considering microtunneling, bore and jack, and horizontal directional drilling were evaluated.

FIRM PROFILE

SWCA Environmental Consultants (SWCA) is a 100% employee-owned S-Corporation (California Department of Industrial Relations [DIR] #1000017804) established in 1981 and incorporated in 1984.

SWCA provides a full spectrum of environmental services focused on planning, natural and cultural resource management, permitting, regulatory compliance, and geographic information systems (GIS) consulting.

SWCA's experienced staff provide clients with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document preparation; natural and cultural resources surveys, management, and compliance; paleontological resources management; Clean Water Act Section 404 and stormwater permitting; environmental compliance monitoring; and other services, including Computer Aided Design (CAD) and GIS services, facilitation and public involvement, and technical editing.

SWCA currently provides similar waterline-related services to the County of San Luis Obispo, City of Paso Robles, City of Morro Bay, City of Pismo Beach, Nipomo Community Services District (NCSD), San Miguel Community Services District (SMCSD), and Golden State Water Company (GSWC), among others.



BRIAN DUGAS, MS
 Principal
 Natural Resources
 Team Lead

Mr. Dugas is the Principal Natural Resources Team Lead and a project manager in the SWCA San Luis Obispo office. He has over 25 years of experience conducting biological assessments, regulatory agency permitting, and environmental compliance for a variety of projects with emphasis on former oil and gas facility decommissioning and public utility improvement projects. Mr. Dugas' responsibilities have included biological resources assessments, wetland delineations, regulatory agency permitting, compliance monitoring and training; habitat restoration, monitoring, and reporting; land use planning, preliminary site assessment, environmental impact analysis, and development of site-specific mitigation strategies; special-status species site assessments, surveys, and monitoring, including fisheries assessments; and environmental inspection and technical document preparation, including Mitigated Negative Declarations and Environmental Impact Reports per CEQA guidelines. Relevant project experience includes:

- City of San Luis Obispo Calle Joaquin Sewer line Replacement Project Environmental Services
- City of Paso Robles North Airport Pipeline Infrastructure Project Environmental Services
- Oceano CSD Emergency Waterline Replacement Project Environmental Services
- Chevron Estero Marine Terminal Decommissioning Project Environmental Services
- County of San Luis Obispo San Simeon Creek Bridge Replacement Project
- Nipomo CSD Waterline Intertie Project Environmental Services
- PXP Produced Water Reclamation Facility CEQA and Biological Resources Services
- Shell Oil Molino Flowline Removal Project Environmental Services



EMILY CREEL, JD

Principal Planning Team Lead

Emily Creel is the Principal Planning Team Lead and a project manager in the SWCA San Luis Obispo office.

She obtained her Juris Doctor (J.D.) in 2005 and has been practicing in the field of environmental law and planning in California for more than 16 years. She has a specialized background in environmental law and policy, property law, and land use controls. Ms. Creel is currently acting as the Legislative Committee liaison and CEQA Portal Committee representative for the Channel Counties Chapter of the Association of Environmental Professionals (AEP). In those roles, she tracks environmental legislation through the California State Legislature and reviews recent environmental case law. Ms. Creel is well-versed in federal and state environmental laws and regulations, administrative and regulatory processes, local municipal codes, and California Coastal Commission regulations. Her varied experience and knowledge of CEQA's legal framework allows her to think creatively within that framework to meet project goals. Fifteen years of litigation and consulting experience have given Ms. Creel the ability to handle complex environmental and legal issues. Recent relevant project experience includes:

- LOCSD Program C Well Sites Environmental Review
- LOCSD Los Osos Pipeline Environmental Planning
- NCSO Foothill Water Tanks Site Acquisition CEQA Compliance
- NCSO Blacklake Sewer System Consolidation Project Environmental Services
- Rosedale-Rio Bravo Water Storage District Onyx Ranch Biological Resources Services
- GSWC Kelt Reservoir CEQA and Biological Resources Services
- City of Morro Bay Nutmeg Water Tank Environmental Services
- El Campo Ranch Agricultural Reservoir Environmental Services
- City of Paso Robles Recycled Water Distribution System Environmental Review
- GSWC Alamo Water Tank Replacement Environmental Services
- GSWC Foxen Canyon Water Tank Environmental Services



LEROY LAURIE, BS

Principal Cultural Resources Team Lead

Leroy Laurie is the Principal Cultural Resources Team Lead and a project manager in the SWCA San Luis

Obispo office. Mr. Laurie has over 20 years of cultural resource project experience throughout California and Nevada. He has conducted work in a variety of cultural and geographic regions including, but not limited to, the Sierra Nevada, Great Basin, San Joaquin Valley, Central and Coast Ranges, Mojave and Sonoran Deserts, San Francisco Bay area, and Yosemite Valley. In addition to the organization and execution of field projects, he has been the primary or contributing author to several planning level documents for large- and small-scale projects. Mr. Laurie has worked on a variety of cultural resources studies and has helped manage and implement several Phase I and Extended Phase I studies. He has authored or co-authored numerous technical reports and cultural resources sections for EIRs, EAs, and expanded initial studies. Mr. Laurie has technical experience in archaeological fieldwork, laboratory analyses, archaeological testing plans, and graphics and mapping. He has been the primary point of contact for Native American coordination for CEQA and Section 106 compliant projects.

From 2001-2005, he worked as an archaeologist for the State Parks Coastal District, which includes San Simeon State Park. He has extensive experience with the resources in this area and coordination with the State Parks archaeologists. Relevant project experience includes:

- City of Pismo Beach Ocean Boulevard Water Valve Archaeological Monitoring
- NCSO Foothill Water Tanks Site Acquisition CEQA Compliance
- SMCSO Waterline Replacement Archaeological Monitoring
- LOCSD Nipomo Avenue Pipeline Archaeological Monitoring
- City of Paso Robles Monitoring Wells and Stream Gauges Environmental Monitoring
- LOCSD Program C Well Sites Environmental Review
- City of Morro Bay Nutmeg Water Tank Environmental Services
- GSWC Kelt Reservoir Environmental Services
- Salinas Dam Spillway Architectural History Services



WHAT WE DO

- Right of Way and Real Property Appraisal and Acquisition Services
- Relocation Assistance, Plans, Consultation, and Implementation
- Project Analysis, Site/Route Selection, and Budgetary Cost Estimates
- Title Research, Examination, Review, and Lien Clearance
- Right of Way Certification, Community Outreach, Construction Noticing, and Coordination

SECTORS WE SERVE

- Public Agencies: Local, State, Federal; Cities, Counties, Districts, Housing Authorities
- Non-Profits: Housing, Community Development; Public-Private Partnerships
- Public Works, Infrastructure, Housing, Community Development
- Utilities/Transmission/Transportation Corridors: Surface/Subsurface Pipelines, Roads, Rail
- Pipelines: Water, sewer, drainage, recycled and salinity management, gas, oil
- Federal/State/Local Projects (Caltrans, FRA, FTA, FAA, HUD, CDBG and Tax Credit Projects)

OUR QUALIFICATIONS

- More than 40 years providing responsive, accessible, specialized local services for publicly funded projects throughout California.
- We specialize in appraising and acquiring real property rights and providing mandated relocation assistance to property occupants in conformance with the California Government Code, Code of Regulations, the Federal Uniform Act, Caltrans, FHWA, and HUD procedures.
- Proven success in acquiring property rights and clearing project sites amicably, minimizing the instances in which eminent domain action or evictions might otherwise be required, while preserving the acquiring agency's right to initiate such actions should they become a viable necessity.
- Repeatedly recognized as "Employer of the Year" by International Right of Way Association California Central Coast Chapter 47 for outstanding professionalism, support and active involvement in the field of governmental real estate services.
- Extensive experience in aiding public utilities, municipalities, counties, school districts, redevelopment agencies, public housing authorities, nonprofit housing organizations, private developers, engineering firms, and legal counselors with planning, appraising, & implementing public improvement projects.

LICENSES

- Hamner, Jewell & Associates is registered with the California Department of Real Estate (DRE Corporation #01298223) as a fictitious business name of Beacon Integrated Professional Resources, Inc., a California S. Corp.
- Lillian D. Jewell, Designated Broker
- Certified SBE (Department of General Services) and WBE (Supplier Clearing House)
- Most field agents are California Notaries Public and licensed through the California Department of Real Estate.
- Certified General MAI Appraiser on staff.



LICENSES

Corporate Real Estate Broker
 Licensed Real Estate Broker:
 DRE #00704804



EDUCATION

B.A., University of California, Santa Barbara

TRAINING

Numerous IRWA Courses, including:

- Course 105 – The Uniform Act: Executive Summary
- Course 502 – Business Relocation
- Course 505 – Residential Relocation
- Course 802 – Legal Aspects of Easements
- Course 804 – Skills of Expert Testimony
- Course 901 – Engineering Plan Development & Application

The Negotiation and Dispute Resolution Course offered by the Ventura Center for Dispute Settlement

CLE International Eminent Domain Conference
 FRA: Acquisition, Appraisal Concepts, and Administrative Settlement

Comprehensive Rehabilitation Services
 Workshop: “All the Right Moves—Tenant Assistance and Relocation in HUD Programs”

Caltrans Acquisition Workshops

Post graduate courses in:

- Real Estate Law
- Real Estate Principles & Practice
- Property Management

AWARDS

- Chapter 47 IRWA Professional of the Year 1993, 2000

MEMBERSHIPS AND LEADERSHIP

- International Right of Way Association Member
- American Public Works Association
- Association of Women in Water, Energy, and Environment
- Association of Water Agencies
- Three Times Past President and International Director of Chapter 47 IRWA
- Current Director of IRWA Chapter 47
- RW Consultant’s Council

LILLIAN D. JEWELL

PRESIDENT & MANAGING SENIOR ASSOCIATE

Lillian Jewell has been the Managing Senior Associate of Hamner, Jewell & Associates since 1990, and since 1979 has spent her entire career in real estate. Ms. Jewell has functioned in a primary role in residential, commercial, and agricultural land negotiations and acquisitions for cities, counties, special districts, water agencies, utilities, and redevelopment agencies spanning from San Diego County to the northern portions of the Central Coast, Central Valley, and the Silicon Valley. Prior projects managed have included federally funded freeway interchange projects, the acquisition of sites for federally funded transportation centers, Metrolink stations, and transit maintenance facility sites, as well as several park acquisitions, many roadway and public trail projects. She also managed the acquisition and relocation services in conjunction with approximately 200 parcel acquisitions for the California High Speed Rail Project.

Over the years she has had extensive specialized training in the governmental real estate sector through professional courses and seminars offered by the International Right of Way Association, Caltrans, FHWA, FRA, HUD, CRLA (continuing legal education) and through the Ventura Center for Dispute Resolution. Courses have also included Understanding Environmental Contamination in Real Estate Transactions. Ms. Jewell has a lengthy resume of experience in providing acquisitions, sales of excess lands, and interim property management in conjunction with transportation, public works, housing, and redevelopment projects. She is a “hands-on” manager who closely monitors project progress and maintains direct relationships with our clients and project teams.

THOROUGHLY VERSED IN:

- ▶ Federal Uniform Act
- ▶ State Government Code
- ▶ Eminent domain requirements
- ▶ Caltrans policies and procedures
- ▶ Organizational leadership and project management
- ▶ Drafting relocation guidelines, plans, and cost estimates
- ▶ Central Coast, Central Valley, and other California real estate

TYPES OF PROJECTS MANAGED:

- ▶ Fee purchases of vacant and improved properties
- ▶ Easement acquisition for pipelines and street widening
- ▶ Sidewalk and bike path projects
- ▶ Project planning, budgetary estimates and right of way data sheets
- ▶ Securing rights of entry
- ▶ Relocation Assistance
- ▶ Freeway interchange projects
- ▶ Acquisition of sites for federally funded transportation
- ▶ Transit maintenance facility sites
- ▶ Park acquisitions
- ▶ Roadways and bridges



LICENSES

California Licensed Real Estate
Broker: DRE #01406880

EDUCATION

B.S. | Political Science,
California Polytechnic State University San Luis
Obispo

TRAINING

Numerous IRWA Courses, including:

- Course 100 – Land Acquisition
- Course 103 – Ethics and the Right of Way Profession
- Course 200 – Real Estate Negotiation
- Course 203 – Alternative Dispute Resolution
- Course 213 – Conflict Management
- Course 400 – Real Estate Appraisal
- Course 403 – Easement Valuation
- Course 421 – Valuation of Partial Acquisitions
- Course 600 – Environmental Awareness
- Course 603 – Environmental Contamination in Real Estate
- Course 604 – Environmental Due Diligence & Contamination
- Course 700 – Property/Asset Management
- Course 701 – Property/Asset Management Leasing
- Course 703 – Advanced Asset Management
- Course 800 – Real Estate Law
- Course 802 – Legal Aspects of Easements
- Course 900 – Real Estate Engineering
- Course 901 – Engineering Plan Development & Application
- Course 902 – Property Descriptions

Additional California DRE Courses, including:

- CA Real Estate Principles
- CA Real Estate Practices
- CA Real Estate Law and Ethics
- CA Real Estate Management & Supervision
- CA Commercial Real Estate

FHWA Acquisition & Relocation Assistance
Workshop

Government Performance Metrics & Value
Management, CSAC Institute

Certified Creative Negotiator & Advanced Conflict
Resolution, Mobus Creative Negotiating

MEMBERSHIP & LEADERSHIP

- IRWA, Chapter 47 Director
- IRWA, Chapter 47 Current Secretary



SHAUNA DRAGOMIR

SR/WA, R/W-AMC

SENIOR ASSOCIATE I

Shauna Dragomir joined Hamner, Jewell & Associates with over 25 years of program and project management experience in the public and private sectors, with a primary focus on government real estate services including local government real property asset management, public rights of way and infrastructure, and commercial real estate. Shauna has managed government real estate projects and property assets throughout San Luis Obispo County and Santa Barbara County for a vast array of departments and is highly experienced with full-cycle project management from inception to completion, including project planning and budget estimating, schedule development, and tracking timelines and to successfully complete deliverables. Her extensive local real estate market knowledge has made her proficient in determining, analyzing, interpreting, and successfully negotiating fair market value for acquisition of land and public property rights. She has a keen eye for detail and is well-versed in contract dynamics, government regulations, and drafting/reviewing purchase and sales contracts, deeds, easements, leases, licenses, escrow instructions, and accompanying agreements to facilitate project completion.

Ms. Dragomir is a licensed California Real Estate Broker, an IRWA-credentialed Senior Right of Way Professional (SR/WA), and Right of Way Asset Manager (R/W-AMC). Shauna's corporate operations, marketing, and business development experience in the private civil engineering sector has boosted her ability to manage projects large and small, plus assemble and manage cross-functional teams and subconsultant deliverables and ensure efficient, value-added, innovative solutions are provided to her clients.

THOROUGHLY VERSED IN:

- ▶ Organizational Leadership and Project Management
- ▶ California Government Code
- ▶ California Streets & Highways Code
- ▶ California Water Code
- ▶ Local Municipal Codes
- ▶ Code of Federal Regulations
- ▶ California Code of Civil Procedures and Civil Code
- ▶ Federal Uniform Act and Eminent Domain Requirements
- ▶ Uniform Standards of Professional Appraisal Practice
- ▶ California Central Coast Real Estate Market Knowledge

TYPES OF PROJECTS:

- ▶ Local Government Agency Projects and Asset Management
- ▶ Disaster Recovery, Emergency Management, Facilities, and Logistics
- ▶ Revenue and Acquisition Facility and Ground Leases
- ▶ Fee Purchases of Vacant and Improved Properties
- ▶ Excess ROW Disposition by Sale, Quitclaim, Exchange, and Vacation
- ▶ Full and Partial Acquisition Valuations, Broker Value Opinions
- ▶ Road and Public Utility Easement Vacations
- ▶ Rights of Entry, Encroachment, Construction, Access, and Maintenance Easements

Exhibit C: Business Information

Length of time your firm has been in business:	47
Length of time at current location:	15 years
List types and business license number(s):	California Business License Number: C1475706, Incorporated 1/22/1990 C-10 Contractor's License Number: 970186, Exp. February 29, 2024
California State Contractor's License number:	970186
Names and titles of all officers of the firm:	Mike Cannon, President Bob Stets, Legal Counsel Karen Morris, COO Larry Kraemer, Secretary
Is your firm a sole proprietorship doing business under a different name? If yes, please indicate sole proprietorship name and the name you are doing business under:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please indicate your Federal Tax Number:	77-0246249
Is your firm incorporated?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name and remittance address that will appear on invoices:	Cannon Corporation CannonCorp_InvoiceCapture@concursolutions.com
Physical Address:	1050 Southwood Drive San Luis Obispo, CA 93401

Exhibit D: Additions, Deletions and/or Exceptions

Please state any and all Additions, Deletions and Exceptions that you are taking to any portion of this proposal. If not addressed below, then Cambria Community Services District assumes that the vendor will adhere to all terms and conditions listed.

Certain services, described below, that may accompany a project of this type are excluded from this scope of work at this time and may be added to our scope of work on a time and materials basis as deemed necessary by CCSD:

- CCSD will provide timely delivery of all pertinent record information relative to the project.
- Cannon is not responsible and cannot be held accountable for the accuracy of as-builts or record drawings provided by the agencies or utility providers.
- As this proposal has been prepared without the benefit of a current title reports, it is assumed that there is a sufficient amount of available record information to adequately identify the location of the boundaries and encumbrances of the subject property. Additional work resulting from patent or latent boundary ambiguities or a lack of available records may constitute an additional work effort that is not covered within this scope of services.
- Hazardous materials investigation and remediation is excluded.
- Public outreach is excluded.
- CCSD will pay directly all necessary permitting and plan check fees with all permitting and plan approval agencies.
- Items not specifically identified in the scope of service sections of this proposal are to be excluded and will be considered additional services. Additional work will be billed on a Time and Materials basis or as an addendum with prior written authorization from CCSD.

Assumptions

- CCSD will be responsible for paying any associated filing fees and for arranging for publication of the NOI in the local newspaper.
- CCSD will post the NOI and public review draft IS/MND on the CCSD website.
- SWCA can assist with filing the NOD at the San Luis Obispo County Clerk Recorder's Office and State Clearinghouse; however, we assume the CCSD will be responsible for paying any associated filing fees and CDFW environmental filing fees.

Bio Resources / Permitting

- The initial constraints analysis assumes email correspondence and virtual meetings with Cannon and CCSD to evaluate and determine appropriate alignment/method.
- No protocol-level surveys for listed species are included as part of the biological assessment.
- A CDFW SAA, Corps NWP and RWQCB WQC permits will be required for the project.
- The Corps NWP process assumes that formal Section 7 consultation will be required for potential take of the California red-legged frog.
- This scope assumes that the existing CRLF Programmatic Biological Opinion from USFWS can be used to facilitate the Section 7 consultation. As such, a standalone Biological Assessment should not be necessary.
- The CCSD will be responsible for direct payment of all permitting fees, as necessary.

Cultural Resources

- This scope of work does not include formal evaluation of eligibility for either the National Register of Historic Places (NRHP) or California Register of Historical Resources (CRHR) for identified archaeological resources.
- No built environment inventory is required at this time.
- Three rounds of review will be required for all report; additional reviews will require an amended budget.
- One cultural report will be prepared for the project; no reports will be required specific to the State Parks and or USACE.
- Up to two archaeological resources are within the project area and documentation will be updated as needed. If more archaeological resources are within the project area, a change order may be required to officially report on them.

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **March 16, 2023****BID DOCUMENT NUMBER 11/12-2023-02**NOTICE INVITING PROPOSALS FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER AND WASTEWATER
PIPELINE REPLACEMENT PROJECT

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

Table 1: Project Specific Dates have changed to the following:

Description	Date
Release of RFP to Firms	2/16/2023
Deadline for Written Letter of Intent and Questions Regarding RFP	4/4/2023
Response to Written Questions Regarding RFP	4/7/2023
Proposal Due Date	4/14/2023
Proposal Review (and Possible Short List)	4/28/2023
Firm Interviews (if Applicable)	Week of 5/1/2023
Firm Recommendations	5/12/2023
Contract Approval and Approximate Start Date	TBD

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Cannon

Signature 

Contact Person Larry Kraemer

Date April 21, 2023

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **March 22, 2023**

BID DOCUMENT NUMBER 11/12-2023-02

NOTICE INVITING PROPOSALS FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER AND WASTEWATER PIPELINE REPLACEMENT PROJECT

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

Exhibit E: Consultant Services Agreement (attached below)

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Cannon

Signature 

Contact Person Larry Kraemer

Date April 21, 2023

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: April 7th, 2023

BID DOCUMENT NUMBER 11/12-2023-02

NOTICE INVITING PROPOSALS FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER AND WASTEWATER PIPELINE REPLACEMENT PROJECT

- A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.**
- B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.


Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

SECTION II A. – “The proposal shall have a page limiting of 20 pages including appendices, tabs and cover” **has been removed.**

APPENDIX E has been replaced by a Professional Services Agreement.

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Cannon

Signature 

Contact Person Larry Kraemer

Date April 21, 2023

ADDENDUM NUMBER 1 TO THE BID DOCUMENTS

Amendment Date: **April 13, 2023**

BID DOCUMENT NUMBER 11/12-2023-02

NOTICE INVITING PROPOSALS FOR DESIGN AND ENGINEERING SERVICES FOR THE WATER AND WASTEWATER PIPELINE REPLACEMENT PROJECT

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence. **BIDDERS MUST SIGN THE ADDEDNDUM AND SUBMIT IT WITH THEIR BIDS.**

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Except as described below, the original bid document remains unchanged. The bid documents are modified and/or clarified, as follows:

Table 1: Project Specific Dates have changed to the following:

Description	Date
Release of RFP to Firms	2/16/2023
Deadline for Written Letter of Intent and Questions Regarding RFP	4/4/2023
Response to Written Questions Regarding RFP	4/7/2023
Proposal Due Date	4/25/2023
Proposal Review (and Possible Short List)	4/28/2023
Firm Interviews (if Applicable)	Week of 5/1/2023
Firm Recommendations	5/12/2023
Contract Approval and Approximate Start Date	TBD

BIDDER MUST ACKNOWLEDGE THIS AMENDMENT BY SIGNING BELOW AND ATTACHING THE SIGNED ADDENDUM TO THE BID FORM:

Company Name Cannon

Signature 

Contact Person Larry Kraemer

Date April 21, 2023



Cannon
1050 Southwood Drive
San Luis Obispo, CA 93401
805.544.7407

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.D.**FROM: Matthew McElhenie, General Manager
Ray Dienzo, Utilities Department Manager/District Engineer

Meeting Date: August 10, 2023 Subject: Discussion and Consideration to Approve Procurement by Non-Competitive Proposal Pursuant to CCSD Policy 2135 and Select Badger as the Sole Source for Advanced Metering Infrastructure Upgrade

RECOMMENDATIONS:

Staff recommends that the Board of Directors approve proceeding with procurement by non-competitive proposals for a sole-source acquisition of Badger meter endpoints and software for upgrading District water meters to Advanced Metering Infrastructure (AMI) meters, pursuant to the CCSD Purchasing Policy 2135.

FISCAL IMPACT:

Upon approval, staff will purchase approximately 100 endpoints and begin the engagement and billing integration process with Badger. This will address some of the most problematic meters immediately. The cost for those items would be covered in the Water Department operating budget. At a later date, project phasing and payment options will be brought before the Board for approval; the total cost of the project is unknown at this time.

DISCUSSION:

The CCSD's Purchasing Policy 2135 provides for procurement by non-competitive proposals when an item is only available from a single source. Staff is requesting the Board authorize proceeding with procurement by a non-competitive bid (sole source) based upon the following:

All the water meters installed in the CCSD's water distribution system are Badger meters, many of which have been in service for 15+ years. Each water meter has an electronic transmitter or endpoint attached. These existing endpoints have reached the end of their useful life, with over half no longer transmitting, necessitating a full manual read of the meter. The District needs to upgrade all the water meters in the water system to AMI and the software for collecting the water-use data.

The existing Badger meters can be upgraded to AMI-capable meters by replacing the current endpoint with one capable of transmitting water-use data over the cellular network, thereby eliminating the need to replace the whole meter. Utilizing this endpoint replacement process rather than replacing the meter will create significant savings estimated at \$500K. The need for sole source procurement is based on compatibility: the Badger AMI endpoints are the only endpoints compatible with the existing water meters and the accompanying Badger software upgrade. 10% of meters must be replaced to maintain compatibility across the entire water system. Those will be replaced with meters sole-sourced from Badger.

Another advantage of the Badger Orion AMI system is its comparability with 100% of the existing equipment. This eliminates the need for replacing meter bodies that are operating accurately, as the system can be easily retrofitted onto current meter bodies. Unlike other alternatives, the

Badger Orion system utilizes a cellular network, eliminating the need to construct and maintain a fixed communication network throughout the community and providing immediate and long-term cost savings to the District.

Primary advantages of the Badger Orion AMI system include improved timeliness and consistency in meter readings, providing customers with real-time water usage data, alerts for high consumption thresholds, and rapid leak detection and notification to reduce water losses on the customers' side, therefore saving customers money in a leak event. The system will also provide tampering alerts, enhance distribution system operations, and improve demand projections for future water shortage demand assessments.

Though the procurement is proposed to be sole-sourced, the installation contractor will be solicited through a public works request for proposal (RFP) process.

Staff presented this approach to the Resources and Infrastructure Committee at their July 10th meeting. The Committee unanimously approved this recommendation.

Staff recommends that the Board of Directors approve proceeding with procurement by non-competitive proposals for a sole-source acquisition of Badger meter endpoints and software for upgrading District water meters to Advanced Metering Infrastructure (AMI) meters, pursuant to the CCSD Purchasing Policy 2135.



ORION® Cellular Water Endpoints

DESCRIPTION

ORION® Cellular water endpoints are innovative, two-way endpoints for smart water applications. The endpoints utilize existing IoT (Internet of Things) cellular infrastructure to efficiently and securely deliver meter reading data to the utility in a Network as a Service (NaaS) approach. Leveraging existing cellular infrastructure, the NaaS solution offers all the performance benefits of AMI, while eliminating network-related maintenance and technology concerns and enhancing deployment flexibility.

Cellular endpoints are members of the time-tested ORION family of products from Badger Meter, designed for maximum flexibility. Since 2002, the ORION product family has provided comprehensive Advanced Metering Analytics (AMA) for interval meter reading and data capture using both one-way and two-way communications.

FUNCTIONALITY

Operation: ORION Cellular water endpoints communicate with the encoder and capture 15-minute interval read data and meter status information. The endpoints then automatically broadcast the information, including endpoint status information, via the cellular network to BEACON® Software as a Service (SaaS). ORION NaaS is powered by the proven ORION system for interval data capture and two-way communication. The solution employs cellular endpoints which, as they leverage the public cellular network and require no proprietary gateways to operate, dramatically reduce infrastructure requirements compared to a traditional fixed network. This speeds installations and simplifies expansion as a system evolves.

The endpoints are designed to call in four times each workday and feature a configurable schedule that enables utility customers to select call-in times that best support their processes.

Activation: ORION Cellular water endpoints are shipped in an inactive, non-transmitting state. The Badger Meter IR Communication Device can be used to activate the endpoints and verify the encoder connection. Successful endpoint function can be confirmed through a web app demonstrating that communication has been verified to both the encoder and the network.

Alternatively, the endpoints offer a Smart Activation feature. After installation, the endpoints begin broadcasting data when the encoder senses the first usage of water. No field programming or special tools are required.

Broadcast Mode: ORION Cellular water endpoints broadcast fixed network reading data through the secure cellular network within the service area.

Specific configurations also transmit a radio frequency (RF) message to facilitate troubleshooting in the field. See "[Configurations](#)" on page 2.

Data Storage: The endpoints store 42 days of 15-minute data.



ORION Cellular C endpoint (pictured)

Output Message: ORION Cellular water endpoints broadcast a unique serial number, meter reading data, and applicable status indicators. As an advanced data security measure, each message is securely transported to BEACON SaaS only via private network and never over the public internet.

APPLICATION

Configurations: ORION Cellular water endpoints are multi-purpose endpoints that can be deployed in indoor, outdoor and pit (non-metal pit lid) applications. The electronics and battery assembly are fully encapsulated in epoxy for environmental integrity. The endpoint is available with a connector assembly for ease of installation.

Meter Compatibility: When attached to a Badger Meter High Resolution Encoder, the ORION Cellular water endpoint is compatible with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies, and with E-Series G2® Ultrasonic, E-Series® Ultrasonic, E-Series® Ultrasonic Plus, and ModMAG® electromagnetic flow meters.

Encoder Compatibility: The ORION Cellular water endpoint is suitable for use with a Badger Meter High Resolution Encoder as well as the following Badger Meter approved three-wire encoder registers that have a manufacture date within 10 years of the current date as long as the encoder has three wires connected to it and is programmed into the three-wire output mode for AMR/AMI: Honeywell® (Elster) ScanCoder® encoder with Sensus® protocol module and evoQ4 meter (encoder output); Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder®, ARB-V®, and ProCoder; and Sensus iPerl®.



SPECIFICATIONS

Dimensions	5.125 in. (130 mm) (H)
	1.75 in. (44 mm) Diameter at top 2.625 in. (W) x 2.875 in. (D) at base (67 mm (W) x 73 mm (D) at base)
Broadcast Network	LTE-M cellular network (primary communication technology)
	NB-IoT (secondary communication technology for certain variants)
RF Message for Troubleshooting	Where available (see table below) frequency is FCC-regulated 902...928 MHz frequency hopping modulation
Operating Temperature Range	• Storage, Meter Reading and RF Message (for troubleshooting) -40...60° C (-40...140° F)
	• Cellular Communications -20...60° C (-4...140° F)
Humidity	0%...100% condensing
Battery	One (1) lithium thionyl chloride D cell (nonreplaceable)

Construction: All ORION Cellular water endpoints are housed in an engineered polymer enclosure with an ORION RF board, battery and antenna. For long-term performance, the enclosure is fully potted to withstand harsh environments and to protect the electronics in flooded or submerged pit applications.

Wire Connections: ORION Cellular water endpoints are available with in-line connectors (Twist Tight® or Nicor®) for easy installation and connection to compatible encoders/meters. The endpoints are also available with flying leads for field splice connections. Other wire connection configurations may be available upon request.

License Requirements: ORION Cellular water endpoints comply with Part 15, Part 22, Part 24, and Part 27 of the FCC Rules. No license is required by the utility to operate an ORION meter reading system. This device complies with Industry Canada license-exempt RSS standard(s).

Transportation: **WARNING:** The operation of transmitters and receivers on airlines is strictly prohibited by the Federal Aviation Administration. As such, the shipping of radios and endpoints via air is prohibited. Please follow all Badger Meter return and/or shipping procedures to prevent exposure to liability.

Warning: To reduce the possibility of electrical fire and shock hazards, never connect the cable from the endpoint to any electrical supply source. The endpoint cable provides SELV low voltage limited energy power to the load and should only be connected to passive elements of a water meter register.

Caution: Endpoint batteries are *not* replaceable. Users should make no attempt to replace the batteries. Changes or modifications to the equipment that are not expressly approved by Badger Meter could void the user's authority to operate the equipment.

FEATURES

Smart City Ready	Future-proof technology
Communication Type	Two-way
Application Type	Control/Monitor
Endpoint Communication	Configurable call-in schedule, up to four times each workday
Reading Interval Type	15-minute
Encoder Compatibility	Absolute
Fixed Network Reading	✓
Cut-Wire Indication	✓
Encoder Error	✓
Low Battery Indication	✓
Remote Clock Synchronization	✓
Firmware Upgrades	✓

CONFIGURATIONS

Endpoint	Notes
ORION Cellular C	Includes RF and IR messages for troubleshooting
ORION Cellular CS	Secondary carrier; includes RF and IR messages for troubleshooting
ORION Cellular LTE-M	Includes RF and IR messages for troubleshooting
ORION Cellular LTE-MS	Secondary carrier; includes RF and IR messages for troubleshooting
ORION Cellular HLA	Includes IR message for troubleshooting

NOTE: For the ORION Cellular LTE-MP endpoint, see the *ORION Cellular LTE-MP Endpoint product data sheet*, available at www.badgermeter.com.

SMART WATER IS BADGER METER

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Badger Meter

BEACON® Advanced Metering Analytics EyeOnWater® Consumer Engagement



Direct Water Consumption Data

Gives utility customers direct access to their water consumption data, allowing them to easily view, understand and manage their water usage.

Improved Customer Service

Improved customer service and reduced calls to the utility.

Promotes Water Conservation

Promotes changes in behavior related to water conservation.

EyeOnWater® is a consumer engagement application that goes beyond traditional monthly statements to connect utilities and their customers like never before. Available exclusively through BEACON® AMA, EyeOnWater enables utility customers to view and understand their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts to better manage their water use.

Literally putting water usage data in the palm of consumers' hands, EyeOnWater mobile apps bring the power of the online portal to your customer's iOS device or Android smartphone.

Features:

- Secure, cloud-based – ISO 27001 certified and SOC 2 examined for security, availability and confidentiality
- Hourly, daily, monthly, and yearly data and charts
- Temperature and precipitation overlays
- Week-over-week consumption comparisons
- Configurable leak alerts by email or SMS text
- Web-based consumer portal, plus Android and iOS mobile apps

**Better information. Better utility management.
Clearly Better.**

Making Water Visible®

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www.badgermeter.com

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Europe, Middle East and Africa | Badger Meter Europa GmbH | Nurtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
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Badger Meter

BEACON® Advanced Metering Analytics

With ORION® Network as a Service (NaaS)

OVERVIEW

The BEACON® Advanced Metering Analytics (AMA) Solution with ORION® Network as a Service (NaaS) presents a simple, yet powerful solution to bring a new level of utility optimizing information to light.

The solution combines our intuitive BEACON AMA Software as a Service (SaaS) with a NaaS approach using proven ORION Cellular endpoints to deliver greater visibility and control over utility management.

Built-in infrastructure management services and a system design that keeps you in step with technology advancements, allows you to do what you do best—manage your water utility. Plus, built-in consumer engagement tools help enhance customer service, increase satisfaction and reduce costs.

SOFTWARE APPLICATIONS

BEACON Advanced Metering Analytics (AMA)

With tools beyond meter reading and network management, BEACON AMA software offers targeted Advanced Metering Analytics. BEACON AMA software puts interval meter data to work to increase efficiency in day-to-day utility operations and address demands for actionable intelligence.

- **Problem solver** – User intuitive data tools place the power of water consumption data at your fingertips, allowing you to rapidly respond to customer inquiries and quickly resolve—and even eliminate—many billing issues.
- **Customized design** – A customizable dashboard delivers information configured to user security access level in a format matched to the utility's individual requirements, providing data management integrity, security and control.
- **Works with you** – Integration with utility systems—billing, work order, inventory, Customer Relationship Management (CRM) and Geographic Information Systems (GIS)—streamlines and improves utility operations without disrupting the current utility billing interface file transfer process.
- **Find out fast** – Alert conditions can be set to monitor and notify users of system exceptions, including continuous flow, for faster leak detection.
- **Innovation at your service** – Secure, hosted platform with automatic software upgrades ensures the latest technology and features are always available.

EyeOnWater®

The BEACON AMA software suite includes informative consumer outreach tools to improve customer service consisting of the EyeOnWater consumer engagement website, smartphone mobile apps, and email or SMS text alerts, providing easy access to personal consumption data and alerts to potential leaks. With these tools, water consumers are able to view their usage activity, and gain greater understanding and control of what they use and the value you provide.

BEA-DS-00554-EN-10 (August 2020)



HARDWARE

ORION NaaS is powered by the proven ORION system for interval data capture and two-way communication. The solution employs cellular endpoints which, as they leverage the public cellular network and require no proprietary gateways to operate, dramatically reduce infrastructure requirements compared to a traditional fixed network. This speeds installations and simplifies expansion as a system evolves.

- **High resolution data** – ORION Cellular endpoints are programmed to automatically broadcast 15-minute meter reading and event data to the BEACON software up to four (4) times per day. The high resolution data helps identify potential customer-side leaks and other anomalies in water use, and provides the utility with a potent tool to enhance its customer service.
- **Two-way communication** – BEACON AMA software communicates with ORION Cellular endpoints to accomplish a number of system tasks, including requesting additional information from the endpoint and synchronizing the internal endpoint clock. If needed, the ORION two-way system architecture sends upgrades to the endpoint firmware over the air via the network, utilizing the powerful BEACON AMA software suite.
- **Data integrity** – Each message from the ORION Cellular endpoint is securely transported to the BEACON AMA software only via private network and never over the public internet.

SECURITY

BEACON AMA is ISO 27001 certified and SOC 2 examined for security, availability and confidentiality.

TECHNICAL SUPPORT AND TRAINING

Configured for the utility, safe and secure BEACON AMA SaaS provides utilities with regular software updates, long-term support and maintenance. Comprehensive BEACON AMA training courses are available for online or on-site delivery at the time of system deployment. To maintain best practices, a library of online resources and options for group web-based training and support are also available. Once deployed, our technical support specialists can be contacted by phone, email and web to provide ongoing, customer-friendly support. Customized one-on-one training is available (fee applies) to further enhance user expertise.

Additionally, Badger Meter offers extended customized training to further enhance user expertise.

TECHNICAL REQUIREMENTS

BEACON AMA

Developed as a hosted software platform, BEACON AMA is a cloud-based application accessed through a standard web browser. Internet access is required. User logins provide secure access.

BEACON AMA supported web browsers include the latest and next previous major releases of Google® Chrome, Microsoft® Edge, Mozilla® Firefox®, Microsoft® Internet Explorer® (IE 11 only); and Apple® Safari®.

EyeOnWater Consumer Engagement

The EyeOnWater consumer engagement website is a cloud-based application accessed through a standard web browser. Internet access is required. Water consumer user logins provide secure access to their information.

Supported web browsers include the latest and next previous major releases of Google® Chrome, Microsoft® Edge, Mozilla® Firefox®, Microsoft® Internet Explorer® (IE 11 only); and Apple® Safari®.

EyeOnWater smartphone applications require Android 6.0 or iOS 9.1 or later, and can be downloaded from Google Play or the Apple Store.

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www.badgermeter.com



Quotation

940 Riverside Pkwy #30
West Sacramento, CA 95605
PHONE: 877-348-0700
FAX: 707-575-0700

CREATED DATE: June 28, 2023
QUOTED BY: Kathy Richards
REQUESTED BY: Ray Dienzo
PHONE: 805-927-6119
EMAIL: rdienzo@cambriacsd.org

BILL TO: Cambria CSD
 PO box 65
 Cambria, CA 93428

SHIP TO: Cambria CSD
 5500 Heath Ln.
 Cambria, CA 93428

Subject to review: 12/31/2023

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
Kathy Richards	ORION upgrade	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
2200	HR-E LCD encoder register, CF, 5' Twist Tight connector with cable shield, ORION Cell-C Cellular endpoint, 8" Twist Tight connector with cable shield, thru lid installation kit	\$ 197.00	\$ 433,400.00
1800	HR-E LCD encoder register, CF, 5' Twist Tight connector with cable shield, ORION Cell-CS Cellular endpoint, 8" Twist Tight connector with cable shield, thru lid installation kit	\$ 211.50	\$ 380,700.00
400	1" Model 55 bronze disc meter, brz bottom, meter body only	\$ 171.00	\$ 68,400.00
65	3"x17" E-Series G2 Ultrasonic commercial meter, lead free bronze w/test plug, HR-E LCD encoder register, CF, 5' Twist Tight connector with cable shield, ORION Cell-C Cellular endpoint, 8" Twist Tight connector with cable shield, thru lid installation kit	\$ 2,318.00	\$ 150,670.00
1	#68468-001 HR-E LCD programming kit, USB	\$ 200.00	\$ 200.00
3	#68891-001 IR Communication Device	\$ 118.00	\$ 354.00
1	Engagement Fee	\$ 5,675.00	\$ 5,675.00
	One-time fee includes the setup and activation of the District's BEACON AMA portfolio		
1	#66220-201, Billing Integration	\$ 5,880.00	\$ 5,880.00
	One-time fee for work performed by Badger Meter to integrate the District's Billing System with BEACON. This includes the evaluation of the import file into BEACON as well as the configuration and testing of a billing read file from the BEACON environment.		
	Fees charge to the District by its utility billing vendor for an interface file are separate and are the responsibility of the District.		
1	Onsite Training - Getting Started with BEACON AMA #69328-202	\$ 2,625.00	\$ 2,625.00

Sales Tax: 7.25% San Luis Obispo County
 *sales tax charged at rate in effect at time of order, point of delivery
Est. Lead Time: To be provided at time of order.

SUBTOTAL	\$ 1,047,904.00
SALES TAX	\$ 74,944.99
FREIGHT	
TOTAL	\$ 1,122,848.99



Quotation

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5500 Heath Ln.
Cambria, CA 93428

Subject to review: 12/31/2023

SALESPERSON	PROPOSAL SUBJECT	SHIPPING TERMS	PAYMENT TERMS
Kathy Richards	ORION upgrade	Prepay/No Charge For Shipments > \$35,000 FCA Factory/Warehouse	Net 30 Days
QTY	PRODUCT DESCRIPTION	UNIT PRICE	AMOUNT
	Software:		
1	BEACON AMA Advanced Metering Analytics Software suite Internet access is required. User logins provide secure access.	included	
1	EyeOnWater consumer engagement portal and smartphone apps	included	
	#68886-104 Subscription Fee Service Units		
48780	Year 1 quantity Based on 4,065 services x 12 months	\$ 0.83	\$ 40,487.40
	Subscription Fee includes:		
	- BEACON and EyeOnWater licenses and software updates		
	- Cellular communication		
	- Cloud hosting and data storage		
	- Data Security		
	- Field and Technical Support		
	- Network up-time guarantees		

Notes and Assumptions:

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at time of invoicing.

Actual lead time to be provided at time of order

To aid in processing your order, please include the Quote number on the PO that is submitted for this proposal

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this information is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis.

Due to continuous improvements and redesign of Badger Meter products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternative to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

THANK YOU FOR YOUR BUSINESS!!

Estimated ship dates subject to change based upon component availability, as a result of global supply chain constraints or credit review.

This acknowledgement is made subject to the terms and conditions found on our web-site: <https://www.badgermeter.com/terms-and-conditions>

Terms and conditions related to service units, training, and professional services can be found here:

<https://badgermeter.com/service-units-terms-and-conditions>

CAMBRIA COMMUNITY SERVICES DISTRICT
FINANCE COMMITTEE SPECIAL MEETING MINUTES
Monday, July 31, 2023 2:00 PM

1. OPENING

A. CALL TO ORDER

Chairman Gray called the meeting to order at 2:02 pm.

B. ESTABLISH A QUORUM

A quorum was established.

Committee members present: (at Vets Hall): Chairperson Tom Gray, Cheryl McDowell and David Pierson; Aimee Wyatt was absent (excused).

By unanimous consent of the three members present at the Vets Hall, member Karen Chrisman was allowed to participate in the meeting remotely under Section 54953, Subdivision (f) of the Government Code (remote participation permitted for just cause, in this case a contagious illness).

Staff present: Matthew McElhenie, General Manager, Haley Dodson, Confidential Administrative Assistant, and Denise Fritz, Administrative Department Manager.

C. CHAIRMAN'S REPORT

None.

D. COMMITTEE MEMBER COMMUNICATIONS

None.

E. AD HOC COMMITTEE UPDATES

Updates were received from the three current ad hoc subcommittees – Budget Policy (Allocation of Administrative Overhead), Reserve Policy and General Fund Revenue Enhancement.

Regarding the Budget Policy subcommittee, Mr. Pierson said it had met twice so far and was on schedule to complete a report in October. Its next meeting will be in the later part of September.

Regarding the Reserve Policy subcommittee, Ms. Chrisman said it continues to pursue its goal of merging the two existing policies into a single updated policy. She noted that the passing of Cindy Steidel in June and the pressures on Ms. Fritz' time during the budgeting process have interrupted the subcommittee's work. She said, however, that she expects it to be able to issue a report in September.

Regarding the subcommittee on General Fund Revenue Enhancement, Mr. Pierson said he will be ready with a report at the Sept. 26 Finance Committee meeting.

2. PUBLIC COMMENT ON AGENDA ITEMS [0:19]

Public comment from attendees: None

Written public comment was received from Linda Prentiss and read into the record.

3. CONSENT AGENDA [0:21]

A. Consideration to Approve May 31, 2023 Special Meeting Minutes

Minutes were approved by unanimous consent of committee.

4. REGULAR BUSINESS [0:21]

A. Review of Fourth Quarter Budget Report and Staff Recommendation.

Ms. Fritz presented a summary of the budget report for the fourth quarter of Fiscal Year 2022-23. She drew attention to the realization of \$550,000 in cost savings in the Administrative Department during FY 2022/23, due mainly to reduction in personnel costs.

Ms. McDowell raised a concern about the accuracy of cost estimates for capital improvement projects. Committee member Pierson proposed to tighten estimates for near-term projects by consulting with contractors and other experts who have knowledge of relevant costs.

Mr. Gray noted that he and Karen Dean, chair of the Resources and Infrastructure Committee, will be working with Ms. Fritz as an ad hoc committee to update and improve the CIP list.

Mr. Pierson asked for clarification on the recording of Vets Hall maintenance expenses. Mr. Gray and Mr. Pierson asked for clarification on the allocation of maintenance and repair expenses between Administrative and Facilities & Resources accounts, and how much is spent on Fiscalini Ranch maintenance. Mr. Pierson requested a line-item report on F&R spending to help determine the Ranch share of outlays.

Mr. Pierson moved to recommend Board approval of the Fourth Quarter Budget Report, with clarification of the Vets Hall re-roofing item and general instruction to the Board to update the CIP list for greater accuracy especially in long-term estimates.

Ms., Chrisman seconded.

The motion was approved: 3-Ayes, 0-Nays, 1-Absent.

B. Discussion and Consideration of the Final Budget FY 2023/2024 and Approve Recommendations to the Board of Directors. [0:57]

Ms. Fritz presented a summary of the Final Budget, summarizing fund deficits/surpluses and project spending being carried forward from FY 2022/23.

Mr. Pierson raised a concern about the projected deficit in the General Fund. Ms. Fritz noted that this reflected the existence of a "structural deficit" in the Facilities & Resources budget. He also asked why the upgrade of the Vets Hall sound system was included in the Administrative rather than F&R budget. General Manager McElhenie said the sound system is primarily used for CCSD activities.

The Committee also asked about the budgeting and timing of water meter replacement/refurbishment and a budget request regarding refurbishment of the antique fire engine.

Mr. Pierson moved that the Committee recommend approval of the final FY 2023/24.

Ms. McDowell seconded.

The motion was approved: 3-Ayes, 0-Nays, 1-Absent

5. FUTURE AGENDA ITEMS

Chairman Gray asked for any future agenda items.

Ms. McDowell requested action on getting CalFire and Cambria Fire to work more closely together on ensuring defensible space for developed as well as undeveloped properties. Mr. McElhenie noted that such an arrangement would make substantial demands on Staff time. Mr. Pierson noted the need for a cost estimate to fund the activities.

6. ADJOURN

Chairman Gray adjourned the meeting at 3:36 p.m.

To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Regular Meeting, Thursday, July 27, 2023

The Policy Committee Meeting was called to order at 3:04 pm at the Cambria Veterans Hall.

This was my first Policy Committee meeting as the Chair. The committee members present were: Gordon Heinrichs, Vice Chair, Donn Howell, Secretary, Ted Key, Claudia Harmon-Worthen, and James Townsend, committee members. Staff present were Haley Dodson, Confidential Administrative Assistant, and Denise Fritz, Administrative Department Manager.

Director Michael Thomas attended the meeting in person and Director Harry Farmer attended via Zoom. Dr. Elizabeth Bettenhausen, community member, attended via Zoom.

Written public comment from Linda Prentiss was read into the record addressing the Board consider “allowing 100 building permits to folks who own Water Meter Numbers 1-100 and assess the water use in a five-year period thereafter, to decide whether to keep the moratorium now in effect.”

PUBLIC COMMENT: There was no public comment.

CONSENT AGENDA: The April 27, 2023 Regular Meeting Minutes were approved with one minor edit.

REGULAR BUSINESS:

A. REVIEW AND DISCUSS THE REVISED CCSD STANDING COMMITTEE BYLAWS

The updated bylaws were discussed by all of the committee members. Secretary Howell described the changes that had been made to the bylaws, pointing out that the changes have decreased some of the limitations that had previously been placed on the role and scope of the Policy Committee. The committee was referred to the existing Policy No. 1000 (Adoption/Amendment of Policies). It was clarified that this existing policy states:

1000.1 Consideration by the Board of Directors to adopt a new policy or to amend an existing policy may be initiated by any Director or the General Manager by submitting a written draft of the proposed new or amended policy to the Board Chairperson and the General Manager, which may be submitted in person or by any communication method approved by the District, and requesting that the item be included for consideration on the agenda of the next appropriate regular meeting of the Board of Directors.

The committee bylaws specify that:

1.2 Each Standing Committee shall consider only District-related issues approved and assigned to it by the Board of Directors, or issues within the purview of each Committee as defined in “Standing Committee Statements of Purpose and Responsibilities” below.

1.6.3 The Policy Committee shall:

(a) Review existing operational and governance policies that the Board has identified as requiring assessment, update, or organization for consistency with other existing policies; Identify potential areas of policy needs not currently addressed in the CCSD Policy Handbook and develop needs assessments regarding impact due to lack of policy and immediacy of need. The

Committee Chair shall provide the needs assessments to the Board members for consideration. If the Board determines that a policy is required, the Board shall proceed according to the existing Policy No. 1000...

Policy #1000 is quoted above.

The Committee members were pleased with the changes in the bylaws and look forward to working to support the Board in addressing its policy needs.

3.B. REVIEW AND DISCUSS THE CCSD 2023 STRATEGIC PLAN

This item was included on the agenda so that the committee members could review the direction of the CCSD Board. A standing committee is tasked with filling an advisory role for the Board so must have a good understanding of the direction the District is headed. The members had some discussion about the format of the plan and the chair gave an update on some of the revisions that will be taking place in the future.

Dr. Bettenhausen gave public comment asking the chair to clarify a statement she'd made related to the Board. The chair clarified the comment.

3.C. REVIEW AND DISCUSS THE POLICY COMMITTEE STATUS REPORT PRESENTED TO THE CCSD BOARD OF DIRECTORS ON JULY 13, 2023

This agenda item was included on the agenda to inform the members of what was included in a report to the Board this month. The members reviewed the document and commented on its contents.

3.D DISCUSS AND APPOINT AN AD HOC COMMITTEE TO CREATE A DRAFT "OPERATING PRINCIPLES OF THE BOARD (NORMS) FOR THE CCSD BOARD OF DIRECTORS AND THE STANDING COMMITTEES

This agenda item was requested by Board President Dean for review by the committee. The members made positive statements about the contents of this policy which is used by the Templeton Community Services District (TCSD). Member Townsend offered to revise the TCSD policy so that it is applicable to the CCSD Board of Directors and all Standing Committee Members. He will provide the revisions for review at the next regularly scheduled Policy Committee Meeting.

3.E. REVIEW AND CONSIDERATION OF POLICY 1040.2 ANSWERING CORRESPONDENCE TO THE BOARD

This agenda item was referred to the Policy Committee after being reviewed by the Board several months ago. It came to the attention of the Committee Chair that some of the information needed for the Policy Committee to consider the contents of this policy were missing from the committee packet. This agenda item was continued to the next Policy Committee meeting in August.

4. FUTURE AGENDA ITEMS

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

1. Operating Principles for the Board and Committee Members

2. Updating the committee on some of the past policies that have been approved by the committee but not approved by the Board as yet
3. Defining the Policy Committee's role in suggesting a change in ordinance
4. Defining a process for updating the CCSD Policy Handbook based on past research by Donn Howell and Director Gray and further research by Haley Dodson
5. Review of purchasing policies and possible need for revisions

The Policy Committee Meeting was adjourned at 4:34 p.m.

Resources & Infrastructure Committee Report for August 10, 2023 CCSD Board Meeting

The Resources and Infrastructure Committee met on July 10, 2023 in person and via Zoom. The meeting was called to order at 2:00PM. Committee members present were Chairperson Karen Dean, Vice Chair Steven Siebuhr, Secretary Derrik Williams, and Committee members Juli Amodei, James Webb, and Mark Meeks. CCSD Staff present were General Manager Matthew McElhenie, Utilities Manager/District Engineer Ray Dienzo, and Administrative Analyst Haley Dodson. Attendees present in person were Chris Siebuhr, Allan Dean, and Director Harry Farmer.

Several AdHoc Committee members gave progress updates. Committee Member Derrik Williams gave a progress report for the Brine Waste Disposal AdHoc Committee. This AdHoc Committee consists of Committee members Webb, Siebuhr, and Williams. The AdHoc met with Mr Dienzo and developed a list of options for brine waste disposal that they will consider as they work towards a final report. Those options discussed include the current plan of trucking the brine waste to an approved facility, as well as reducing brine waste volume with Zero Liquid Discharge, disposal through the San Simeon Outfall, disposal in coordination of a future San Simeon Treatment Plant, improving the existing discharge system in coordination with CCSD WWTP expansion, subsurface discharge from the Flag Lot, and deep well injection. The Pros and Cons of each of these options is included in their preliminary report and is posted on the CCSD website. No recommendations have been made by the AdHoc at this point, research is continuing.

Committee Member James Webb gave a progress report for the WaterSupply and Storage AdHoc Committee. This AdHoc Committee consists of Committee members Webb and Williams. The AdHoc reviewed past research into these issues, and had discussions with both Supervisor Gibson and CCC's Tom Luster. Their progress report focused on three possible sources of water, a regional wastewater treatment plant, a regional desalination plant, and reducing existing water loss. Since their report was given, Committee member Derrik Williams found a recently released document from the SWRCB which was an advance copy of draft regulations for Direct Potable Reuse. This is something the AdHoc will be discussing as they continue their research into additional sources of water.

Committee members Mark Meeks and Juli Amodei, the AdHoc on Climate Change, gave a verbal update on the progress of their research. They gave an update on the grant for Climate Change Adaptation and Resiliency Planning. The District did not make it through the second review, but there will be another round of funding next year, and they received an offer for help with the next application. The AdHoc made some suggestions of ways to reduce green house gases, especially involving vehicle traffic. A meeting is

scheduled with Supervisor Gibson to discuss how we can work together with the County on climate policies. The AdHoc will be giving their final report at the August 14 R&I meeting.

During Committee Member Communications, Derrik Williams talked about a forum he attended in Sacramento on water laws and legislation, and James Webb gave an update on the nominations of protected coastal areas for the IUCN green list.

District Engineer Dienzo gave some brief updates on his Engineer Report. He reported that all the information needed for the East Ranch restroom has been received from the consultant and the permit application will be submitted to the County late July or early August. The Annual Water Supply and Demand Assessment was submitted late June, and more information was requested by the grantor on the Skatepark grant.

The minutes for the R&I meetings held on May 24, June 12, and June 26 were all reviewed. Motions were made by James Webb, seconded by Juli Amodei, and unanimously passed for all of the meeting minutes reviewed.

District Engineer Dienzo gave a presentation on the proposed water meter upgrade program. Under discussion was a Non-Competitive Proposal from Badger, who is the manufacturer of our current water meters and the supplier of the electronic endpoints and software for the upgrades. These upgrades and improvements are needed as the existing endpoints have reached the end of their useful life. Committee member Williams moved to forward the non-competitive proposal to the Board, seconded by James Webb, with a unanimous vote. The PowerPoint presentation for this proposal is on the CCSD website.

District Engineer Dienzo gave an update on the Stuart Street Tanks Project. Engineering needs to be performed for seismic and foundation evaluation, and soil conditions to determine if a new foundation would be needed for the tanks. Funds for this work are already encumbered.

There were no suggested future agenda items. The next R&I meeting will be held on August 14, and it is tentatively planned to receive an update on the SST wastewater plant projects, a discussion of vegetation clean up for the Van Gordon Creek area, and a final report from the Climate Change Committee.

The meeting was adjourned at 3:31PM

Respectfully submitted, Karen Dean

Board President, R & I Committee Chair.

July 14, 2023 Cambria Forest Committee Meeting Summary

Prior to the beginning of the meeting a brief discussion took place regarding the potential Lodge Hill emergency evacuation route through Rancho Marino southward, as the topic had been discussed at yesterday's CCSD Board meeting. Rancho Marino Reserve Director Keith Seydel commented that SLO County engineering would need to survey the area to see if the project were even possible, as right now it is, "literally a cow path", and would cost several million dollars to create a road useable in an emergency. Fire Safe Focus Group Chair David Pierson agreed on the cost of the project, that presently approval for construction of the road was being sought from the property owners on whose land the road would be built, and if this happened, somehow the money would become available.

Ultimately the meeting began at 10:07AM. In attendance were Chair Crosby Swartz, Treasurer Laura Swartz, Secretary Christine Heinrichs, PROS Commissioner Shannon Sutherland, California Native Plant Society local area representative Neil Havlik, FSFG Chair David Pierson (who left the meeting around 10:30), Rancho Marino Reserve Director Keith Seydel, and CCSD Board Director and CFC liaison Harry Farmer.

Under Public and Director Comments, Laura spoke with serious concern as to invasive grasses, especially orchard grass, becoming more prevalent on Fiscalini Ranch, and that while weeding takes place close to the bluff trail, the forested/wooded areas are being overrun, presenting both a visual problem and a fire hazard.

Crosby informed us the minutes of the June 2nd CFC meeting are not yet available.

In the Treasurer's Report, Laura reported no new revenues or expenses since last month. Due to the extension of the tax filing deadline, our accountant plans to file our tax return in October.

Under Sub-Committee Reports, Crosby remarks that today, Friday, July 14th, is the deadline for Cambria Fire Department Fuel Reduction program to have been observed by property owners, and from now on the District would hire a contractor to do the needed weeding and then bill the property owner. This includes District property in the Conservation Easement.

Crosby added that the search for a Supervisor for the Facilities and Resources Department to replace Carlos Mendoza, who recently resigned, was taking place. Crosby remarked that the job requirements were fairly extensive, more so than in the past. Laura added that perhaps more than one person could be hired to fulfill the needs of the position, including local experts such as a Forest Arborist/Ecologist, and perhaps various contractors or consultants could be utilized to do needed work, especially regarding forest health. Crosby suggested that perhaps a test case could be temporarily hiring a Forest Ecologist/Arborist to assess the health of the Strawberry Canyon area.

An observation was made that our recently hired General Manager Matt McElhenie did not necessarily have forest health as a priority, and perhaps a meeting could be arranged with him by interested parties such as Crosby Swartz from the CFC, and Greenspace Executive Director Karin Argano, to address the issue. It was noted that Mr McElhenie has already met with representatives of the Friends of the Fiscalini Ranch Preserve.

At this point Parks, Recreation, and Open Space (PROS) representative Shannon Sutherland addressed the importance of the health and utilization of Cambria's open space, how these areas should be

managed, and the possibility of bringing various interest groups under one umbrella to help provide input and oversight. Laura suggested that perhaps someone from the Forest Committee be a member of PROS. A discussion also took place as to the CCSD Board of Directors soon changing PROS from a Commission, as it's been for many years, to a Standing Committee serving in the same capacity as the Resources and Infrastructure, Finance and Policy Committees. How this would affect the functioning of PROS is not quite understood at this time. Shannon spoke as to the various 501(c)3's in our community with their own special interests, and how this has hampered efforts to get more accomplished, especially in working collaboratively with the County in getting projects initiated. It was pointed out that the relationship between Greenspace the Cambria Land Trust, and Friends of the Fiscalini Ranch Preserve (FFRP) that has been difficult in the past was now much improved, and Greenspace had many informed, motivated and well intentioned members whose talents need to be taken advantage of. Laura pointed out the importance of getting all the various environmental groups in the area working together, and consensus was that ultimately organizations could work together with the common goal of doing what is best for Cambria's wooded, forested areas and open space.

At this point a meaningful discussion took place regarding wooded areas that in decades past were available for hiking, the enjoyment of the natural environment and the beauty of nature for emotional well being, and how these areas have become more recently become inaccessible. Also noted was that, while most folks have treated the environment with reverence and respect, other folks have, and still, pollute and therefore spoil the experience for everyone.

Winding down, Crosby reported that, at their June meeting, the California Coastal Commission approved four Forest Management projects nearby and in Cambria that will be implemented by Cal Fire and the Fire Safe Council of SLO. He expressed his disappointment that written comments provided by himself and representatives from Greenspace and the Native Plant Society were somewhat ignored, and that probably in the future clear and credible scientific data needed to be included to further enhance more pro environmental viewpoints. He pointed out that Las Padres Forest Watch has been quite successful in voicing their opposition and preventing various fuel reduction projects that ultimately do more harm than anything else.

A brief discussion then took place regarding the use of prescribed/controlled burns in limiting forest fires.

The meeting was adjourned at 11:10 AM.

The next Cambria Forest Committee meeting will be Friday, August 11th at 10AM via Zoom.

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

The NCAC held meetings June 21 and July 19 via Zoom. This report summarizes some of the more salient points discussed. For further detail, please visit the well-organized NCAC website at the links listed below:

- Agendas with written reports are available at: <https://ncacslo.org/agenda/>,
- Minutes are available at: <https://ncacslo.org/minutes-of-meetings/>.

At the June 21, 2023, NCAC Meeting:

- **Ted Key** was voted in as the new NCAC **Treasurer**.

Regular Public Agency Reports:

- **Public Safety:** the Sheriff's Department provided a written report, and discussed increased focus on limiting speeding and responding to thefts.
- **CCSD Fire Chief:** Dr. Vincent provided an oral report, and discussed the weed abatement program and the 4th of July fireworks.
- **SLO County Supervisor:** Supervisor Bruce Gibson provided an oral report, with some lively dialogue as documented in the NCAC minutes.
- **CCSD:** Michael Thomas provided a written report. Although Michael was traveling, CCSD Board President Dean and GM McElhenie were present to answer questions.
- **SLO County Planning:** Kip Morais provided an oral report, including discussions about:
 - Standards for front setbacks, decks, terraces, and fencing; the [North Coast Area Plan](#), available on the NCAC website, includes information on land use in Cambria and San Simeon.
 - A possible code violation at 5110 Nottingham.
 - The Williams property is still in the planning process.
- **CCHD:** Cecilia Montalvo provided an oral report, including remediation of safety violations in the CCHD's facility, increasing call volume outside CCSD boundaries, and the anticipated arrival of a new ambulance.

Guest Presentations:

- Kitty Connolly and Suzanne Fiedler discussed a plan for native plant restoration at Lampton Cliffs County Park, an [Adopt-A-Park Program](#) for removal of [invasive South African ice plant](#).
- Claudia Harmon Worthen of Beautify Cambria and PJ Webb, Chumash Heritage National Marine Sanctuary Advisor, gave an update on the Cambria Post Office [mural](#) plans.

Reports from Standing Committees and Special Interest Representatives:

- **Hispanic Report:** Lourdes Nilon provided an oral a written report, including outreach regarding the CCHD's community survey and the PROS ad hoc recreation committee.
- **Traffic/ Transportation Committee, 7:54 PM:** Kermit Johansson gave an oral report, and shared his screen for a preview of several future topics including Burton Drive pedestrian paths, and the process for reporting road issues to SLO County Public Works.
- **Outreach Committee:** Karen Chrisman provided an oral report.
- **Environmental Report:** Daniel de la Rosa provided a written report.

At the July 19, 2023, NCAC Meeting:**Regular Public Agency Reports:**

- Public Safety: the Sheriff's Department provided a written report.
- CCSD Fire Chief: Dr. Vincent provided an oral report, including an explanation of the path forward regarding weed abatement.
- SLO County Supervisor: Blake Fixler provided an oral report for Supervisor Bruce Gibson, including a fairly robust discussion about traffic safety, collisions, speeding, one way streets, parking, etc.
- CCSD: Michael Thomas provided a written report.
- Cambria Fire Safe Focus Group: Dave Pearson provided an oral report, including:
 - Upcoming chipping days, working with the Fire Chief, will hauling off unless...
 - State Farm announced that as of 5/28 they will not write any new homeowner insurance policies in California.
 - Prop 103, passed Nov 1988, made it more difficult for insurance companies to raise rates proportional to the risks.
- SLO County Planning: Kip Morais provided an oral report
 - Requests on Madison, Romney and Chester, were denied.
 - Regarding the stairs at Lampton Cliffs County Park: Brian raised the issue that these stairs are a fire evacuation pedestrian route.

Claudia Harmon, representing **Beautify Cambria**, received NCAC support for **Cambria Historic District Street Signs**. Also, expect unveiling of the **Post Office Mural** in August.

Reports from Standing Committees and Special Interest Representatives:

- Hispanic Report: Lourdes Nilon provided a written report.
- Agriculture Report: Beth Kendall is looking to resign, looking for a replacement.
- Land Use Committee: Jeff Kwasny provided a written report, recommended to the county a Minor Use Permit for an addition at 900 Hartford.
- Environmental Report: Daniel de la Rosa discussed his written report regarding the proposed offshore Wind Farm and associated environmental studies.

The next NCAC Meeting will be August 16, at 6:00 PM via Zoom.

Respectfully submitted,
Michael Thomas, CCSD Board of Directors

**REPORT TO CCSD BOARD OF DIRECTORS ON THE SAN SIMEON COMMUNITY SERVICES DISTRICT
SPECIAL MEETING ON JULY 6, 2023**

The special meeting was held in the Cambria Veterens' Hall. Vice Chairperson, Karina Tiwana, led the meeting. Three Directors were present, Director Tiwana, Director Diamond, and Director Donahue. Dr. Patrick Faverty, Ed.D., Transitional Consultant attended his first meeting in this capacity. Dr. Faverty is consulting with the SSCSD during their search for a new General Manager.

The SSCSD agenda items related to or which may have an impact on Cambria CSD are as follows:

The meeting was called to order at 6:30 p.m.

Vice Chair Tiwana asked for Public Comment for items not on the agenda. There was no public comment.

7.A. DISCUSS, REVIEW AND ADOPT A RESOLUTION AUTHORIZING SIGNATURES, INCLUDING FACSIMILE SIGNATURES, FOR BANKING SERVICES ON BEHALF OF THE SSCSD AT PACIFIC PREMIER BANK AND DISCUSS ALTERNATIVE BANKING OPTIONS.

No impact for Cambria.

7.B. DISCUSS AND TAKE ACTION CONCERNING A SUSPENSION OR TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE CRISCOM COMPANY.

There was much discussion among the Board members and several public comments. Emily Cris, a representative of Criscom, explained why it would be beneficial for the SSCSD to continue to use the services of Criscom to provide continued support for researching grant opportunities for the district. She asked that the Board consider suspending Criscom's contract rather than terminating it. Dr. Faverty recommended that the Board continue to utilize Criscom's services to support the needs of the district while the search for the new General Manager continues. G. Kelles, J. Tacker, and Dr. Faverty verbalized their support to continue Criscom's services, with a possible suspension if financially necessary.

Vice-Chair Tiwana made a motion to continue Criscom's services, but added that they would be required to submit regular reports on their activities in support of SSCSD. Director Donahue seconded the motion and it passed unanimously.

C. DISCUSS AND PROVIDE STAFF DIRECTION CONCERNING SOLICITING FOR IT SERVICES AND SECURING DISTRICT RECORDS.

The Board discussed the need to transition to a paperless system and to secure electronic copies of the district's historical paperwork. Vice Chair Tiwana stated that the district needed to update its processes to utilize current technology. Dr. Faverty suggested that the Board direct staff to explore the breadth of the project, to identify resources that would be necessary to meet the Board's needs. Staff will then return to the Board with a plan to address this desire. RGS staff, Todd, offered to work with staff to meet the needs of the district. Vice Chair Tiwana made a motion to direct staff to do what was stated by Dr. Faverty. Director Diamond seconded the motion. The motion passed unanimously.

8. STAFF AND AD-HOC & STANDING COMMITTEE REPORTS WERE GIVEN. NO REPORTS WERE PERTINENT TO CAMBRIA CSD.

9. NON-DISTRICT REPORTS BY THE SHERIFF AND THE CHP WERE NOT GIVEN

10. CLOSED SESSION

A. PUBLIC EMPLOYMENT APPOINTMENT Title: General Manager

B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: TWO POTENTIAL CASES

The meeting was closed and then reopened at 7:26 p.m. Board Counsel stated that the Board and staff had been given direction on both agenda items by counsel.

THE MEETING WAS ADJOURNED after 53 minutes of recorded time which did not include the time spent in Closed Session. The duration of the meeting was approximately 90 minutes.

The next regularly scheduled meeting of the SSCSD is on August 3, 2023. The SSCSD has changed its regular meetings to the first Thursday of each month at the Cambria Veterans' Hall.

Thank you for this opportunity to become more familiar with how other Districts are handling some of the same challenges we face. A widening of perspective is always beneficial to doing the important work of serving our constituents.

Submitted by Debra Scott, CCSD Director