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3.3 The assets, rights, debts, liabilities, and obligations of the Authority shall not constitute assets, rights, debts, liabilities, or obligations of any of the Participating Agencies. However, nothing in this Agreement shall prevent any Participating Agency from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of the Authority, provided that both the Board and that Participating Agency approve such contract or assumption in writing.

3.4 This Second Amended and Restated Joint Powers Agreement shall take effect upon its adoption by each of the Cities. The Authorized Districts, and each of them, may elect to participate in the IWMA by execution of this agreement wherein they shall be bound by its terms and conditions. All prior agreements, including the MOA, shall be extinguished upon the execution of this Agreement by the Cities.

#### **SECTION 4. Inclusion of the Authorized Districts.**

4.1 This Second Amended and Restated Joint Powers Agreement shall be considered a Memorandum of Understanding between the Cities and the Authorized Districts to allow one (1) representatives of the Authorized Districts to participate in the governance of the IWMA pursuant to Section 40977 of the Public Resources Code. Participation of the Authorized Districts is limited to special

districts within San Luis Obispo County that possess solid waste authority. The Authorized District Representative shall have all the governing rights and powers granted to an IWMA City Member. This Second Amended and Restated Joint Powers Agreement shall supersede, replace, and supplant the Memorandum of Agreement executed by and between the Cities, the County, and the Authorized Districts in or around 2001.

4.2 Authorized Districts, collectively, shall appoint or elect one representative and one alternate to represent the Authorized Districts on the IWMA Board of Directors. Authorized District Representative shall be limited to elected or appointed officials of an Authorized District. Said representatives shall represent the collective interests of all Authorized Districts. The selected Authorized District Representative shall serve a defined term, if so determined by the Authorized Districts, or so long as they hold an elected or appointed office with their Participating Agency, or until they resign or are removed prior to the end of their term. The Authorized District Representative alternate shall be entitled to vote on IWMA matters only in the absence of the Authorized District Representative.

4.3 The Authorized Districts, as Participating Agencies, shall have no individual powers and/or authority other than through the Authorized District Representative.

#### **SECTION 5. Term.**

The Authority is and remains effective as of the date of this Agreement. It shall continue until dissolved in accordance with Section 15 of this Agreement. However, in no event shall the Authority be dissolved if its dissolution would



conflict with or violate the terms or conditions of any Revenue Bonds or related documentation including, without limitation, indentures, resolutions, and letter of credit agreements.

**SECTION 6. Powers.**

6.1 The Authority is empowered to acquire, construct, finance, refinance, operate, regulate and maintain a Solid Waste Landfill, transfer station, MRF, composting, HHW, or Joint Facilities and Sole Use Facilities subject, however, to the conditions and restrictions contained in this Agreement. The Authority shall also have the power to plan, study and recommend proper solid waste management consistent with the Act and other legislation and, to the extent permitted by the Act and this Agreement, implement plans approved by the IWMA and the programs specified in the state approved and locally adopted SRREs, the HHWE, the NDFE, and the Countywide or Regional Siting Element for all or any portion of the area included within the IWMA Region. Notwithstanding any other provisions of this Agreement, the Authority shall not acquire, regulate, set fees for, or operate any solid waste landfills, recycling, or composting facilities owned or operated by Participating Agencies without the express written consent of such Participating Agency.

6.2 To the full extent permitted by applicable law, the Authority is authorized, in its own name, to do all acts necessary or convenient for the exercise of such powers that each Member could exercise separately including, without limitation, any and all of the following:

- (a) to make and enter into contracts;
- (b) to apply for and accept grants, advances and contributions;

- (c) to contract for the services of engineers, attorneys, accountants, planners, consultants, fiscal agents and other persons and entities;
- (d) to make plans and conduct studies;
- (e) to acquire, improve, hold, lease and dispose of real and personal property of all types;
- (f) to sue and be sued in its own name;
- (g) to incur and discharge debts, liabilities and obligations;
- (h) to establish rates, tolls, tipping fees, other fees, rentals and other charges in connection with the Authority's facilities identified in Paragraph 6.1 herein, as well as any and all services and programs provided and/or implemented by the Authority;
- (i) to hire agents and employees;
- (j) to exercise the power of eminent domain for the acquisition of real and personal property;
- (k) to issue Revenue Bonds, grant or bond anticipation notes, or other governmental financing instruments, in accordance with all applicable laws for the purpose of raising funds to finance or refinance the acquisition, construction, improvement, renovation, repair, operation, regulation or maintenance of the facilities identified in Paragraph 6.1 herein or as otherwise deemed necessary or beneficial to the Authority;

- (l) to sell or lease the facilities identified in Paragraph 6.1 herein;
- (m) to loan the proceeds of Revenue Bonds to any person or entity to finance or refinance the acquisition, construction, improvement, renovation or repair of the facilities identified in Paragraph 6.1 herein;
- (n) to provide that the holders of Revenue Bonds, whether directly or through a representative such as an indenture trustee, be third party beneficiaries of any of the obligations of any Member to the Authority and to covenant with the holders of any Revenue Bonds on behalf of any such Member to perform such obligations and comply with any agreements that Member may have with the Authority;
- (o) to prepare and implement plans and programs as deemed necessary and/or beneficial to the Authority in carrying out the purposes of this Agreement;
- (p) to provide public education, outreach, and marketing activities in support of diversion and edible food recovery programs;
- (q) to enter into memorandums of understanding with other regional agencies, cities, counties, and special districts;
- (r) to adopt, as authorized by California law, ordinances as are necessary to ensure and oversee compliance with any and all current and future state-mandated legislation and

programs related to solid waste, recycling, and waste diversion;

- (s) to act as the delegate, on behalf of the Participating Agencies, for the responsibilities of compliance, monitoring, reporting, and education of all state-mandated legislation, including, but not limited to the Integrated Waste Management Act, Assembly Bill 341, Assembly Bill 1826, and Senate Bill 1383.

6.3 Such powers shall be exercised subject only to the limitations set forth in this Agreement, applicable law, and such restrictions upon the manner of exercising such powers as are imposed by law in the exercise of similar powers. The Authority hereby designates the City of San Luis Obispo as the Member required to be designated by Section 6509 of the California Government Code. Should the Participating Agencies desire to designate an alternative agency for the purposes of Section 6509, such new designation may be changed by resolution of the Participating Agencies without need for an amendment to this Agreement.

6.4 This Agreement shall not limit the ability of the Participating Agencies to plan, administer, implement, and otherwise conduct waste management and other related local programs as deemed appropriate by the agency and consistent with the purpose and intent of this Agreement.

#### **SECTION 7. Expressed Limitation of Powers.**

The Authority's power to adopt, impose, implement, and/or comply with regulations and ordinances is expressly limited to state-mandated legislation and

regulations related to solid waste, recycling, organic waste, and waste diversion. The Authority shall establish a budget policy requiring Board consideration of the minimum work required to comply with state mandates and regulations in the most demonstrably cost-effective way possible. Said policy shall not preclude other requirements such as Board consideration of the equitable distribution of services throughout the IWMA Region and program enhancements that are funded by grant revenues and/or reimbursements from Participating Agencies. Additionally, the IWMA shall establish a purchasing policy with a similar provision when preparing scopes of work for consultants and independent contractors who are engaged in implementing the Authority's projects and programs. Notwithstanding the foregoing, all existing IWMA ordinances, rules, and regulations, whether or not mandated by the state, shall remain in full force and effect and not subject to this limitation of power unless otherwise determined by the Board.

#### **SECTION 8. Boundaries.**

The boundaries of the Authority shall be the boundaries of the Cities and the Authorized Districts identified herein as the IWMA Region. In the event a Participating Agency withdraws from the Authority, the boundaries shall be modified to exclude the area of the withdrawing agency. In the event a qualified city or district joins the Authority, the boundaries shall be modified to include the area of the joining Participating Agency. Section 8 shall not prevent the Authority's use and/or operation of facilities outside of its boundaries within the County of San Luis Obispo.

**SECTION 9. Organization.**

9.1 The Board. The Authority shall be governed by the Board, which shall exercise or oversee the exercise of all powers and authority on behalf of the Authority.

9.2 Participating Agencies.

- (a) Cities. City membership in the Authority shall be voluntary, but only the cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership in the Authority as a regional agency. City representatives to the Authority shall consist of one (1) member from the governing body of each incorporated City within the boundaries of the County of San Luis Obispo which is a party to this Agreement. The Cities may elect to have an alternate member(s) in addition to any official member, but said alternate shall be an elected or appointed official and shall be able to vote only in the absence of the official representative.
- (b) Authorized Districts. The Authorized Districts shall be collectively represented on the Board by one (1) representative and one (1) alternate elected or appointed by and among themselves. The Authorized District Representative shall have all rights, power, and authority granted to a City representative. The Authorized District alternate shall be elected or

appointed officials and entitled to vote only in the absence of the official Authorized District Representative.

- (c) Representatives of the shall be appointed to serve on the Board in accordance with procedures established by each of the governing bodies of their respective agencies, except that the Authorized District Representative and alternate shall be elected or appointed pursuant to Section 4. Representatives shall serve so long as they hold office with their member agency, until they shall resign or are removed by a majority vote of their member agency, or pursuant to a set term established by their member agency. Vacancies among representatives or alternates shall be filled in the same manner as the first appointment.
- (d) Designation of the official representative or alternate(s), or changes thereto, shall be transmitted in writing to the Executive Director of the Authority by the appointing agency.
- (e) In addition to the incorporated Cities and Authorized Districts presently a party to this Agreement, any other city or qualified special district which may desire to participate in the activities of the Authority may do so by executing this Agreement without prior

approval or ratification of the named parties to this Agreement and shall thereafter be governed by all the terms and provisions of this Agreement as of the date of execution.

- (f) Membership and/or participation of any Participating Agency shall be contingent upon the execution of this Second Amended and Restated Joint Powers Agreement, as same may be further amended from time to time, with no requirement to execute the Original JPA or any prior amendments thereto.

9.3 Principal Office. The principal office of the Authority shall be located at 870 Osos Street, San Luis Obispo, CA 93401. The Board may change that principal office upon giving at least 15 days' notice to each Participating Agency and to CalRecycle.

9.4 Officers.

- (a) The officers of the Board shall consist of a President and Vice President elected for a term of one year by a majority vote of the Board.
- (b) Both the President and Vice President of the Board shall be elected at the last meeting preceding July of each year.
- (c) The officers shall serve until their successors are elected.
- (d) The duties of the officers shall be as follows:
  - 1) President



- a) Shall preside over all meetings of the Board.
  - b) Shall appoint all ad hoc committees subject to ratification by the Board.
  - c) Shall be an ex-officio member of all committees.
  - d) Shall execute all contracts and legal documents on behalf of the Authority except those that have been delegated to the Executive Director through purchasing policies or other actions of the Board of Directors.
- 2) Vice President
- a) Shall serve as President pro-tem in the absence of the President.
  - b) Shall give whatever aid necessary to the President.
  - c) Shall be an ex-officio member of all committees.
  - d) In the event of a vacancy occurring in the office of either the President or Vice President upon said officer's death, resignation, removal or his/her ceasing to be an official representative of a member agency, such vacancy will be

filled by majority vote of the Board, the officer elected to serve for the balance of the unexpired term.

9.5 Executive Director. The Board shall employ or contract for the services of a general manager (the “Executive Director”) who shall be the chief administrative officer of the Authority. The Authority shall select a qualified Executive Director using professional personnel standards and an open competitive process. The Executive Director shall plan, organize and direct the administration and operations of the Authority, either directly or by means of delegation to IWMA staff, shall advise the Board on policy matters, shall recommend an administrative structure to the Board, shall hire and discharge administrative staff, shall develop and recommend budgets, shall reply to communications on behalf of the Authority, shall approve payments of amounts duly authorized by the Board, shall implement Board policy, shall carry out such other duties that may be assigned to the Executive Director by the Board from time to time, and shall attend meetings of the Board and committees as directed.

9.6 Committees.

- (a) Committees, subcommittees, and advisory committees may be established as the Board may deem appropriate.
- (b) Membership on “ad-hoc” policy committees shall be at the discretion of the President, subject to ratification by the Board, and consisting of less than a quorum of the Board. Nothing herein shall be construed to limit membership on these aforesaid

committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.

- (c) Standing Committees shall include an Executive Committee and other committees as established by the Board. The composition and bylaws of the standing committees shall be established by the Board by resolution. All Standing Committee meetings shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

#### **SECTION 10. Meetings of the Board.**

10.1 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.2 Regular Meetings. The Board shall hold at least four regular meetings each year. The date upon which, and the hour and place at which, each regular meeting shall be fixed by resolution of the Board.

10.3 Special Meetings. Special meetings of the Board may be called in accordance with the provisions of the California Government Code.

10.4 Notice of Meetings. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et seq. of the California Government Code) and other applicable laws of the State of California.

10.5 Minutes. The Executive Director shall cause minutes of all meetings of the Board and any standing committees of the Board to be kept and shall, after each meeting and approval of the Board, cause a copy of the minutes to be forwarded to each Participating Agency.

10.6 Quorum and Voting. For purposes of conducting business, there shall be present a quorum consisting of a majority of the Board. Each director shall have one vote. No action shall be effective without the affirmative votes of a majority of those present. The Board shall adopt such procedures as are consistent with this Agreement and applicable law and are necessary or helpful in conducting the business of the Authority in an orderly manner.

10.7 Budget. The Cities and the County have entered into a *Memorandum of Agreement among the County of San Luis Obispo and the Cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach, and San Luis Obispo for the Establishment and Payment of Landfill Tipping Fee Surcharges To Support The San Luis Obispo Integrated Waste Management Authority* (the “MOA”). Pursuant to the MOA, those members of the Authority having jurisdiction over such matters have agreed to establish tipping fee surcharges (the “Tipping Fee Surcharges”) which shall be paid into a Solid Waste Authority—Trust Fund (as defined in the MOA) for the purposes therein.

- (a) A line item and program budget for the Authority's operations shall be adopted by the Board for the ensuing Fiscal Year prior to June 30 of each year. All costs incurred by the Authority shall be set forth in the budget and shall be paid out of the solid waste

fund derived from tipping fee surcharges and other sources as approved by the Board.

The line item and program budget shall be submitted in draft form to all Participating Agencies for review and comment prior to adoption.

The line item and program budget shall include sufficient detail to constitute an operating guideline, the anticipated sources of funds, and the anticipated expenditures to be made for the operations of the Authority and the administration, maintenance and operating costs of the facilities identified in Paragraph 6.1 herein. Any budget for Sole Use Facilities shall be maintained separately. Approval of the line item and program budget by the Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds.

- (b) A budget for the acquisition, construction, or operation of facilities, or for contracting for the acquisition, construction, or operation of facilities, identified in Paragraph 6.1 herein shall be adopted by the Board before the Authority commits any acquisition or construction funds or contracts. It may be amended if and when determined by the

Board. Approval of the budget(s) for the facilities identified in Paragraph 6.1 herein shall constitute authority for the Executive Director (or any trustee or other fiduciary appointed by the Authority) to receive state or federal grant funds and proceeds of Revenue Bonds and to expend funds for the acquisition, construction, or operation of the facilities identified in Paragraph 6.1 herein.

- (c) A budget(s) governing the acquisition, construction, or operation of Sole Use Facilities may be adopted by the affected Participating Agency or Agencies. When such budgets are adopted by affected parties, appropriate accounts shall be established by the Authority and designated as such participant or participant's fund. Disbursement of such funds by the Authority shall be made only upon receipt of written authorization from the designated finance officer of the affected Participating Agency or Agencies. Receipts and disbursements for the acquisition or construction of Sole Use Facilities may also be made directly by the affected Participating Agency or Agencies, in which case such budgets shall not be a part of the budget of the Authority.

10.8 Rules of Procedure. The Board shall from time to time, establish written rules and procedures for the conduct of their meetings.

**SECTION 11. Joint Operating Fund and Contributions.**

The Authority shall have the power to establish a joint operating fund. The fund shall be used to pay all administrative, operating, and other expenses incurred by the Authority. Funding shall be on an enterprise basis or as determined by the Board. All monies in the joint operating fund shall be paid out by the Auditor-Controller / Treasurer for the purposes for which the fund was created upon authorization by the President of the Board and approval by the Executive Director of demands for payment, or as otherwise authorized by resolution of the Board filed with the Auditor-Controller / Treasurer. No Participating Agency shall be obligated to make any contributions of funds to the Authority for facilities to be established in accordance with Section 6.1 or pay any other amounts on behalf of the Authority, other than as required by this Section 11, without that Participating Agency's consent evidenced by a written instrument signed by a duly authorized representative of that Participating Agency. The Authority shall contract with an independent certified professional accountant to conduct annual fiscal audits as required by applicable statute or legislation and report the results of such audit to the Board.

11.1 Auditor-Controller / Treasurer. The Auditor-Controller / Treasurer of San Luis Obispo County shall be the Auditor-Controller / Treasurer of the Authority. The Auditor-Controller / Treasurer shall preform all responsibilities and obligations as provided in Government Code section 6505.5. To the extent a conflict exists between this Section 11 and the Government Code, the Government Code shall control.

11.2 Notwithstanding Sections 11.1 above, designation of the Auditor-Controller / Treasurer may be changed from time to time by resolution of the Board without necessitating amendment to this Agreement.

**SECTION 12. Records and Accounts.**

This Section and Section 11 are intended to ensure strict accountability of all funds of the Authority and to provide accurate reporting of receipts and disbursements of such funds. The Authority shall maintain accurate and correct books of account, showing in detail the costs and expenses of any service or acquisition and construction and the maintenance, operation, regulation and administration of any service or Joint Facilities or Sole Use Facilities, and all financial transactions of the Participating Agencies relating to any service or Joint Facilities or Sole Use Facilities. Books and records shall be established and maintained in accordance with generally accepted accounting principles promulgated by the California State Controller's Office and the Governmental Accounting Standards Board. The books of account shall correctly show any receipts and any costs, expenses, or charges to be paid by all or any of the Participating Agencies. The books of account shall be open to inspection at all times by a representative or agent of any of the Participating Agencies. In addition, if required by any resolution authorizing the issuance of Revenue Bonds, the Authority shall maintain appropriate books, records, accounts and files relating to each project as required by such resolution which shall be open to inspection by holders of Revenue Bonds if and to the extent, and in the manner, provided in the resolution.



**SECTION 13. Rates and Fees.**

The Authority shall be funded by a combination of rates, fees, and other funding mechanisms as allowed by applicable authority. Use of revenue from rates and fees shall not be restricted based upon the funding mechanism. The Authority shall establish and regulate rates and/or tipping fees at facilities within the County of San Luis Obispo, such as landfills or other collection sites, for (1) the operation, acquisition, construction, repair, and maintenance of new and existing facilities; (2) the implementation of state legislation and regulations; (3) the operation of programs, education, outreach, monitoring and enforcement efforts; and (4) the preparation, adoption, and implementation a regional management plan.

The Authority may impose fees in amounts sufficient for (1) the implementation of state legislation and supporting programs; (2) education outreach, monitoring, reporting and compliance efforts; (3) the preparation, adoption, and implementation of a regional management plan; and (4) any other purposes as provided for by this Agreement. Revenue generation may include fees imposed on “Haulers” (defined as companies with an agreement with a governmental entity for the collection of solid waste, recyclables, or green waste in San Luis Obispo County), assessments, or any other funding mechanism as allowed by applicable authority. Rates and fees shall be set or modified by resolution only.

Prior to the Authority increasing rates or fees, or imposing new rates or fees, the Authority shall provide the Participating Agencies with all necessary facts, data, information and analyses related to justification and/or explanation of the proposed rates and fees that meet all applicable legal requirements to support their adoption. The Authority shall coordinate with the Participating Agency

managers in this regard to ensure the facts, data, information and analyses provided by the Authority is adequate to enable the Participating Agencies to implement the Authority's proposed rates and fees through the Proposition 218 process, if deemed applicable to a Participating Agency by that Agency; however, determinations regarding the application of Proposition 218 to any proposed increased rate or fee shall be made solely by each Participating Agency with no Authority representations of any kind.

The Authority shall establish a rate and/or fee setting policy which shall govern the obligations of the Authority to its Participating Agencies in the implementation of any new or increased rates or fees.

**SECTION 14. Failure to Meet Waste Stream Requirements.**

The Authority shall be entitled to cause the waste streams of each Participating Agency to be monitored, pursuant to procedures approved by the Board, in order to determine whether state waste diversion requirements are being met. If the waste stream diversion of any Participating Agency fails to meet any such requirements, including but not limited to taking all actions necessary to comply with state mandates, that Participating Agency shall be solely responsible for any and all resulting liabilities, damages, fines, criminal and civil sanctions, and costs and expenses. That Participating Agency shall also indemnify and hold the Authority and the other Participating Agencies harmless from and against any and all liabilities, damages, fines, sanctions, costs and expenses that are incurred as a result of the violation or a claimed violation including, without limitation, all fees and costs of legal counsel. If two or more Participating Agencies are responsible

for a failure to meet any such requirements or are claimed to have violated any such requirements, the Participating Agencies responsible for the violations or which are the subject of such claims shall be responsible to, and shall indemnify, the Authority and the other Participating Agencies in proportion to their relative responsibility for the violations or claimed violations. Upon notification of any such violation or claim, the Participating Agency or Agencies shall take such prompt, corrective action as is necessary to meet the requirements. Nothing in this Section shall preclude one or more Participating Agencies or the Authority from imposing or establishing additional incentives to meet waste diversion requirements.

**SECTION 15. Withdrawal and Dissolution.**

15.1 The parties to this Agreement pledge full cooperation and agree to assign representatives to serve as official appointed representatives of the Authority or any committee or subcommittee thereof who shall act for and on behalf of their Participating Agency in any or all matters which shall come before the Authority, subject to any necessary approval of their acts by the governing bodies of the Participating Agencies.

15.2 Any party to this Agreement may withdraw from the Authority, upon providing six (6) months' prior written notice, and terminate its participation in this Agreement by resolution of its governing body. The withdrawal of the Participating Agency shall have no effect on the continuance of this Agreement among the remaining Participating Agencies, and the Agreement shall remain in full force and effect with respect to the remaining Participating Agencies. No

withdrawal shall become effective until six (6) months after receipt of the written notice by the Authority.

15.3 A Participating Agency which has withdrawn from the Authority shall not be liable for the payment of further contributions falling due beyond the date of withdrawal and shall have no right to reimbursement of any monies previously paid to the Authority. The Authority may authorize a reimbursement if in its judgment such reimbursement is fair and equitable and can be done without jeopardy to the operation of the Authority. If any Participating Agency fails to pay a required contribution, as determined by the Board, that Participating Agency shall be provided with a sixty (60) day written notice and an opportunity to cure. If the Board determines that the Participating Agency has failed to cure or negotiate a cure within sixty (60) days following delivery of the written notice shall be deemed a voluntary withdrawal from the Authority.

15.4 The Authority may be dissolved at any time and this Agreement terminated by a joint agreement duly-approved and executed by a majority of the Members which are parties hereto. Said termination agreement shall provide for the orderly payment of all outstanding debts and obligations and for the return of any surplus funds of the Authority in proportion to the contributions made by the Participating Agencies. In the event the Authority is dissolved, the individual Participating Agencies shall be responsible for complying with the requirements of the Act as included in the approved SRREs, HHWE, NDFE, Countywide or Regional Siting Element and Integrated Waste Management Plan in addition to compliance with all waste management related legislation.

**SECTION 16. Amendments Including Termination.**

This Agreement may only be amended or terminated by a written instrument executed by a majority of the Members and meeting the requirements imposed by the terms or conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions, and letter of credit agreements. Notwithstanding the foregoing, no amendment or termination shall require any Participating Agency to contribute any funds to the Authority or become directly or contingently liable for any debts, liabilities or obligations of the Authority without the consent of that agency evidenced in a written instrument signed by a duly authorized representative of that Participating Agency.

**SECTION 17. Filing with the Secretary of State.**

The Secretary shall file all required notices with the Secretary of State in accordance with California Government Code sections 6503.5 and 53051

**SECTION 18. Notices.**

All notices which any Participating Agency of the Authority may wish to give in connection with this Agreement shall be in writing and shall be served by personal delivery, by electronic mail, or by US mail addressed to the Participating Agency, or Participating Agencies, or the Authority at its principal office, or to such other address as the Authority or Participating Agency or Participating Agencies may designate from time to time by written notice given in the manner specified in this Section. Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery (but 24 hours after such delivery in the case

of notices of special meetings of the Board), two days after mailing if deposited in the United States mail, or in 24 hours if provided by electronic mail.

**SECTION 19. Successors and Assigns.**

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Participating Agencies. However, no Participating Agency shall assign any of its rights under this Agreement except to a duly formed public entity organized and existing under the laws of the State of California approved by a majority of the voting Directors who do not represent the assigning Participating Agency. No assignment shall be effective unless and until the Authority, the Participating Agencies, and the proposed assignee comply with all then applicable requirements of law relating to changes in the composition of entities such as the Authority if and when they have Revenue Bonds outstanding and with the terms and conditions of all Revenue Bonds and related documentation including, without limitation, indentures, resolutions and letter of credit agreements.

**SECTION 20. Severability.**

Should any part, term, sentence, or provision of this Agreement be decided by a final judgment of a court or arbitrator to be illegal or in conflict with any law of the State of California or otherwise be unenforceable or ineffectual, the validity of its remaining parts, terms, sentences, and provisions shall not be affected and the Participating Agencies represent that they would have adopted this Agreement even without the ineffectual or non-valid provision(s).

**SECTION 21. Section Headings.**

All section headings contained in this Agreement are for convenience and reference. They are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 22. Effective Date.**

This Agreement shall take effect upon its execution by all Members, pursuant to resolutions of such governing bodies authorizing such execution and shall remain in full force and effect until dissolved pursuant to the provisions herein. This Agreement may be executed in counterparts which together shall constitute a single agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

**PARTICIPATING AGENCIES**

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



## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.A.**

FROM: John F. Weigold IV, General Manager

Meeting Date: July 14, 2022

Subject: Discussion and Consideration of the Policy Committee's Recommendation that the Board Direct the Policy Committee to do a Needs Assessment Regarding Establishing a District Code of Ethics

**RECOMMENDATIONS:**

Staff recommends that the Board of Directors receive, discuss and consider a recommendation from the Policy Committee and consider directing the Policy Committee to do a Needs Assessment for the creation of a District Code of Ethics Policy.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**DISCUSSION:**

The Policy Committee has requested that the Board discuss and consider directing the Policy Committee to assess the District's need for a Code of Ethics Policy.

The District currently has no Ethics Policy but abides by California State law AB 1234 which requires two hours of ethics compliance training every two years and within one year of taking office for all directors, committee and commission members, as well as the general manager, department heads and the board secretary. The training is often completed online via the California Special Districts Association (CSDA).

Staff recommends the Board discuss and consider the Policy Committee's request and direct the Committee as appropriate.

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.B**

FROM: John F. Weigold IV, General Manager

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Meeting Date: July 14, 2022	Subject: Discussion and Consideration to Form an Ad Hoc Committee to Define the Policy Needs and Parameters for the Creation of a CCSD Climate Change/Climate Crisis Policy and Make Recommendation to the Board of Directors and the Policy Committee Regarding Creation of Such Policy
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**RECOMMENDATIONS:**

Staff recommends that the Board of Directors receive, discuss and consider a recommendation from the Policy Committee and consider forming an Ad Hoc Committee to define the policy needs and parameters for the creation of a District Climate Change/Climate Crisis Policy and report back to the Board.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action.

**DISCUSSION:**

The Policy Committee has requested that the Board receive a report from the Committee and consider the creation of a District Climate Change/Climate Crisis Policy.

The District currently has no Climate Change and/or Climate Crisis policy.

Staff recommends that the Board discuss and consider the Policy Committee's recommendation and direct the Committee as appropriate. Additionally, staff recommends that the Board discuss and consider forming an ad hoc committee to review the Policy Committee's Needs Assessment for the Creation of a CCSD Climate Change/Climate Crisis Policy and make a recommendation to the Board and the Policy Committee regarding the creation of such a policy.

Attachment: Letter from Policy Committee

**Date: May 28, 2022**

**To: Harry Farmer, Chairperson Policy Committee**

**Re: Needs Assessment for Climate Change Policy**

Dear Chairperson Farmer,

This request is the result of a discussion and motion which occurred during the Policy Committee's Regular Meeting on May 26, 2022. The committee voted to request that you forward a Needs Assessment for a climate change policy to the CCSD Board of Directors as outlined in the CCSD Bylaw 1.7.3(b). The Bylaw states, "The Policy Committee shall ...identify potential areas of policy needs not currently addressed in the CCSD Policy Handbook, and develop needs assessment regarding impact due to lack of policy and immediacy of need. The Committee Chair shall provide the needs assessment to the Board members for consideration."

The following information outlines the need for a CCSD Climate Change Policy:

As of May 2021, the scientific community is in agreement that we are now in a climate emergency. The latest reports on sea rise from the California Coastal Commission explain the alarming encroaching tide line that will challenge all coastal communities. Recognition of this and other threatening conditions for the planet and our local environment are part of the climate emergency. Recognition of the potential impact of sea level rise on fresh water storage capacity of the San Simeon and Santa Rosa Creek aquifers and on the associated water supply and waste treatment infrastructure is apparent.

Leadership in environmental stewardship while providing water and sewer services to meet the needs of the community's residents, businesses and guests lies within the purview of the CCSD, as does meeting water needs with production, storage, and efficient equipment for energy reduction practices throughout the system.

The District has already made some efforts to continue reducing electrical consumption, carbon emissions, waste generation and disposal. There appears to be a need to initiate further efforts in the following areas:

1. Prioritizing renewable power for office buildings, water treatment plants, equipment and tertiary systems.
2. Choosing electric and hybrid vehicles for purchase and/or leasing as equipment needs arise.
3. Actively encouraging and monitoring implementation of water saving fixtures throughout the community.
4. Assessing the environmental impact of utilization of recyclable products in the everyday activities of the CCSD.
5. Partnering with other agencies to enhance forest management, including defensible space monitoring.
6. Supporting Cambria's Dark Skies Initiative.
7. Exploring alternative green power sources for the community.

Our unique community of Cambria needs the CCSD Board of Directors to provide leadership in this very important realm which could begin with the adoption of a policy addressing how the District and Cambria's citizens can be active in preserving and conserving our precious environment.

## CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.C.**

FROM: John F. Weigold IV, General Manager

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Meeting Date: July 14, 2022                      Subject: Discussion and Consideration of Adoption of Resolution 49-2022 Amending the Fiscal Year 2022/2023 Preliminary Budget to Include the Santa Rosa Well 4 Replacement Project and Authorizing the General Manager to Negotiate and Execute an Agreement

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**RECOMMENDATIONS:**

Staff recommends that the Board of Directors discuss and consider adoption of Resolution 49-2022 Amending the Fiscal Year 2022/2023 Preliminary Budget to include the Santa Rosa Well 4 (SR4) Replacement Project, and authorize the General Manager to negotiate and execute an agreement for the work, subject to the review and approval of District Counsel.

**FISCAL IMPACT:**

On June 23, 2022, the Board of Directors adopted the FY 2022/23 Preliminary Budget. Due to recent events, there is an urgent need to establish a capital project budget for the Santa Rosa Well 4 Replacement Project. The estimated cost of the Santa Rosa Well 4 (SR4) Replacement Project is \$60,000, however, a project budget of \$75,000 is requested to cover any unforeseen expenses that may result during project activities. A budget adjustment is requested in the amount of \$75,000 and will be funded from Water Fund reserves, as provided in the chart below. The Water Fund reserves are estimated to be \$1,708,735 on June 30, 2023.

Budget Adjustment				Sources	Uses
Fund	Date	Agenda Item	Purpose		
Water			Funding from Water Fund Reserves	\$ 75,000	\$ -
Water			Santa Rosa Well #4 Replacement Project	\$ -	\$ 75,000
			Fund Sub-Total	\$ 75,000	\$ 75,000
			Difference (unidentified sources of funding)	\$ -	

**DISCUSSION:**

On June 1, 2022, Water Department staff performed an initial startup test run and raw water analysis to place SR4 online for dry season production. Upon startup, Staff observed water quality and pump capacity issues that triggered an extensive investigation. Miller Drilling Company was hired to perform a diagnostic evaluation of the well and pump. They discovered that the pump impellers were corroded and worn, which caused an electrical overload that damaged the pump motor. Staff also discovered corrosion on the suction pipe. Figure A shows a 2" hole which has allowed silt to enter the suction pump and degraded the water quality. Miller Drilling Company has provided a proposal to replace the suction pipe with a corrosion resistant material (CertaLocPVC), and install a new pump and motor.

Santa Rosa Well 3 (SR3) and SR4 have been off-line since January 23, 2022. These wells are the CCSD's supplemental source of supply during the dry season and are necessary to manage the San Simeon basin supply. San Simeon aquifer levels are below average for this time of year.

Supplemental production from SR3 and SR4 should be maximized within permit constraints as soon as possible.



*Figure A - SR4 well casing with corrosion at 81' below surface. This failure allowed silt to enter the suction pipe, contributing to failure of the pump impellers and motor and degraded water quality.*

Staff placed SR3 in service in June. SR3 is currently producing 350 GPM from this source. Having only one operable Santa Rosa well available for domestic production is a risk to the CCSD's water supply. If the San Simeon Well Field were to experience another interruption in service due to a failure in the bypass transmission main or any other mechanical failure, production for the entire community would come from SR3 alone, which is only capable of producing 350 GPM, a significant shortfall from the 1500 GPM needed for a fire flow event. The District maintains 1.75 million gallons of storage which would provide 72 hours of consumption for the community if such an emergency event were to occur.

In light of the above, replacement of the failed SR4 pump and well equipment should be considered an urgent priority.

Currently, the CCSD purchasing policy requires Board approval for purchases above the General Manager's spending authority of \$25,000 for items not already approved in the current fiscal year budget.

Staff recommends the Board of Directors adopt Resolution 49-2022 Amending the Fiscal Year 2022/2023 Budget, in the amount of \$75,000, to include the Santa Rosa Well 4 Replacement Project, and authorize the General Manager to negotiate and execute an agreement for the work, subject to the review and approval of District Counsel.

Attachments: Resolution 49-2022 Amending the FY 2022/23 Preliminary Budget  
Exhibit A to Resolution 49-2022

RESOLUTION NO. 49-2022  
July 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
AMENDING THE FISCAL YEAR 2022/2023 BUDGET

WHEREAS, on June 22, 2022, the Board of Directors adopted Resolution 44-2022 approving the Preliminary Budget for Fiscal Year 2022/2023; and

WHEREAS, Government Code Section 61111(a) authorizes the board of directors of a community services district to amend the budget by resolution; and

WHEREAS, the Board of Directors desires to amend the Fiscal Year 2022/2023 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the Fiscal Year 2022/2023 Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 14<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
Donn Howell  
Board President

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Leah Reedall  
Board Secretary

\_\_\_\_\_  
Timothy J. Carmel  
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT  
 2022-2023 FISCAL YEAR BUDGET  
 RECOMMENDED BUDGET ADJUSTMENT

**Budget Adjustment**

<b>Fund</b>	<b>Date</b>	<b>Agenda Item</b>	<b>Purpose</b>	<b>Sources</b>	<b>Uses</b>
Water			Funding from Water Fund Reserves	\$ 75,000	\$ -
Water			Santa Rosa Well #4 Replacement Project	\$ -	\$ 75,000
			Fund Sub-Total	\$ 75,000	\$ 75,000
			Difference (unidentified sources of funding)	\$ -	

**California Coastal Commission Liaison Report  
July 14, 2022 CCSD Meeting**

The California Coastal Commission met in a hybrid format, both via Zoom and in person, on June 8, 9, and 10, 2022.

Among items of interest to our area of the Central Coast was a discussion of the Federal Consistency Determination by the Bureau of Ocean Energy Management for the leasing activities for future offshore wind development Morro Bay Wind Energy Area, which will be located in federal waters approximately 20 miles offshore of Cambria. A great amount of collaboration and coordination among many State and Federal, and other agencies, were involved in the analysis undertaken for this Coastal Commission report. There was a unanimous vote by the Commissioners to concur with Consistency Determination by the BOEM with the following 7 modifications/conditions.

Conditions 1, 2, and 3 are intended to minimize effects to marine resources.

Condition 1 requires BOEM to work with Commission staff to ensure that lessees' survey plans and Site Assessment Plans (SAP) are coordinated, consistent, minimize impacts to coastal resources, and provide the data and information necessary for analysis of future consistency certifications. Condition 1 also requires lessees to comply with marine wildlife protection and monitoring measures, to prepare a site-specific spill prevention and response plan and a critical operations and curtailment plan, and to provide an anchoring plan.

Condition 2 requires avoidance of intentional contact with hard substrate, rock out croppings, seamounts or deep-sea coral/sponge habitat.

Condition 3 requires a vessel speed restriction for survey activities, including transit, of no more than 10 knots.

Conditions 4 and 7 are to minimize adverse effects to recreational and commercial fishing.

Condition 4 requires BOEM to ensure safe navigation through the lease areas.

Condition 7 requires lessees to have an independent fisheries liaison that coordinates with the fishing community to ensure surveys and site assessment activities avoid conflict with fisheries, and requires BOEM to work with state agencies, fishermen and offshore wind developers to develop a statewide strategy for avoidance, minimization and mitigation of impacts to fishing and fisheries.

Conditions 5 and 6 are to minimize adverse effects to California Native American Tribes and cultural resources,

Condition 5 requires engagement with environmental justice communities on all elements of the lessees' project development processes including a workforce plan, survey plan, SAPs, and COPs.

Condition 6 requires engagement with federally recognized and non-federally recognized California Native American Tribes on all elements of the lessees' project development process including a workforce plan, survey and SAPs, and COPs. This includes developing communication protocols in the event of an unanticipated discovery of a potential tribe resource.

With Conditions 1 through 7 included, staff recommended that the Commission find BOEM's proposed activities fully consistent with the CCMP. As stated above, the Commissioners vote was unanimous.



Other discussions involved Kids Ocean Day Activities that were held at several beaches along our coast. Students from Bakersfield also participated, and they will be going to San Simeon Beach in July. A statewide video of the events from all the locations is being prepared, and will be presented at a future meeting.

Respectfully submitted,

CCSD Director Karen Dean  
Board appointed liaison to the CCC

**Cambria Forest Committee Meeting summary for  
June 10, 2022**

In attendance at today's meeting were Crosby Swartz, Chairman of the Cambria Forest Committee, Laura Swartz, treasurer of CFC, Christine Heinrichs, secretary of CFC, Bob Fountain of Greenspace the Cambria Land Trust, Devin Best, Executive Director, and Spencer Gordon, Conservation Technician of Upper Salinas-Las Tablas Resource Conservation District, John Nixon, President of the Friends of the Fiscalini Ranch Preserve Board of Directors, Neil Havlik from the California Native Plant Society, Keith Seydel, Director of the Rancho Marino Reserve, and Harry Farmer, member of the Cambria CSD Board of Directors.

The meeting began with an introduction of Spencer Gordon, who has replaced Andrew Johnson as Conservation Technician at the US-LT RCD. Spencer was previously employed by California State Parks in the Santa Cruz area. He was welcomed by all in attendance.

Laura Swartz reported that Camp Ocean Pines has received a Grant for a greenhouse to assist in planting Monterey Pine trees at the Camp. The Forest Committee had assisted COP in applying for the Grant last year.

Devin Best and Spencer Gordon also reported that State Parks received a Cal Fire Grant to work on roughly 400 acres of Rancho Marino and Camp Ocean Pines, to be known as the Cambria Pines Ecological Preserve. The goal is to do a Project Specific Analysis to improve forest health, reduce fire risk, and encourage watershed restoration. Different areas will be subject to various treatment modalities. The project will likely begin in October once the restoration project has been completed.

Neil Havlik from the CNPS again voiced his concerns regarding vegetation treatment projects, as has been witnessed on the Covell Ranch, and that test plots possibly do not reveal the extent to which work is being done, and how understory loss is affecting habitat and wildlife. He also observed that large amounts of wood chips are continuing to be left on the forest floor, again affecting forest well being. Devin Best expressed the hope that future meetings would help to cultivate understanding and consensus in this area. Spencer Gordon suggested that selective thinning of vegetation could replicate the effects of fire upon habitat, and that this would be an ecologically sound approach.

After this discussion both Devin and Spencer left the meeting.

A report was received from the recent Fire Safe Focus Group meeting advising that Fire Safe Council Business Manager Dan Turner stated that San Luis Obispo County had been awarded nearly \$9 million in grants.

A discussion took place led by Crosby Swartz regarding the use of Covered Conductors for high voltage power lines, and needing to contact PG&E to explore this possibility. It appears areas in Cambria where Covered Conductors could be used to reduce fire risk without cutting down trees would be in the Cambria Pines Lodge area, near the Cambria Nursery, and in the Fern Canyon Preserve.

John Nixon reported that FFRP has completed construction of a 24' x 10' greenhouse at the CCSD Facilities and Resources Headquarters. The intention is to propagate understory plants at the greenhouse to be used on the Fiscalini Ranch.

Future Agenda Items included a possible presentation about the use of Covered Conductors on high power lines, as well as videos from the Michigan State Forest Carbon and Climate Program and the Society of American Foresters.

The next Cambria Forest Committee meeting is scheduled for Friday, July 15th at 10AM via Zoom.

This report written and provided by CCSD Board Director Harry Farmer.

### **Summary of the Friends of the Fiscalini Ranch Preserve Board of Directors meeting of June 14, 2022**

This month's meeting began with an update from Michael Doyle of Vanguard Investments, the company who oversees the use of FFRP's financial assets. He began by stating that the FFRP portfolio was down 12% to date so far this year, but that the financial circumstances for the group were similar to other non-profit organizations. He further commented that while a recession is possible, this should not seriously affect the financial investments of FFRP, and that essentially FFRP should just exercise caution and weather the current storm.

CCSD Facilities and Resources Supervisor Carlos Mendoza reported on recent activities on the Ranch. He stated that fire breaks had been completed on the Tipton, Trenton and Ramsey Trails, and that the only FB trail not started is on Park Hill heading north toward the sewer plant, due mainly to difficult terrain. He remarked that he and his crew, as well as contractors, cleaned up 5-10 homeless encampments, which took one day. Also, a dead pine tree was removed that had been endangering the classic Oak Tree by the bench on the Trenton trail. Carlos thanked the great crew at the Cambria Pines Tree Service for a job well done, and FFRP for paying the bill for this project.

Board President John Nixon sat in for Executive Director Kitty Connolly who is on vacation in presenting the Executive Director's report. John said that the draft has finally been drawn up regarding the encroachment policy on Ranch property, and that the policy would be provided for discussion by the Executive Committee at the July FFRP meeting. Dogs off leash was again discussed, noting that there is much conversation on this topic on Next Door, most all in favor of a leash law. CCSD Board Director Tom Gray suggested that FFRP send a letter to the CCSD Board suggesting that something be done on the Ranch that mirrors the County leash ordinance. It was also suggested there should ultimately be more obvious leash signs in the future, and that perhaps Ranch manager Mendoza could be authorized to further enforce the leash law on the Ranch. Also remarked upon was a "hodgepodge of signs" on the Ranch, especially at the Sealift entrance, that may need to be addressed in the future.

Developing and Marketing Committee member Ellie Etter said consideration was being given as to how to approach donors about giving more funding, and that new options and opportunities would be created for doing this in the near future.

Education Coordinator Sheryll Ebbs reported that only one tour of the Ranch was given this past month, and was to a family of 5, a husband and wife and their 3 children. They stated that they really enjoyed the tour and love the ranch, and would return in the summer. Also reported was that walks for grammar school children would be arranged for the Fall, and that in August new Resource packets would hopefully be provided for teachers. Finally, due to the long days of summer, the next astronomy walk would take place in October, perhaps in coordination with the Beautify Cambria Association and their Dark Skies Initiative.

Board member Joyce Renshaw gave her PROS liaison report, starting by thanking Mark and Susan Garman for their very positive letter regarding walking trails on flat areas of the East Ranch. Ranch Manager Mendoza observed that a Trails System is already described in the Ranch Community Park Plan, but that funding still remains to be obtained.

And finally, it was announced that Ranch Manager Carlos Mendoza and FFRP Board member Tom Loganbill put the 24'x10' greenhouse together at the Facilities and Resources facility, that it took five days to do so, there were many parts, that "tears and blood" was spilled, but the end result was a job well done!!

The next FFRP Board of Directors meeting will take place on July 12th at 4PM remotely via Zoom.

This report written and submitted by CCSD Board Director Harry Farmer.

### **NCAC Liaison Report for July 14, 2022 CCSD Meeting**

The North Coast Advisory Council met via Zoom on Wednesday June 15, 2022.

There was a round-table discussion on the issue of school safety in the Cambria Unified School District. CUSD Superintendent Scott Smith, Commander Stuart MacDonald of the SLO County Sheriff's Department, and SLO County Supervisor Bruce Gibson participated in this discussion. The school district focuses on a positive approach of encouragement and "no child left behind" so that the students feel hope for a successful future and do not feel discouraged, have sense of failure, or feel under pressure that they may not succeed which can lead to the type of negative feelings that might bring about school violence. The school district and the Sheriffs Department have a working relationship on safety measures.

Supervisor Gibson reported about having a meeting with a group who has a connection with the Lighthouse lens in Cambria and who are trying to make sure the lens stays safe for the short term. The area around it has been cleared and fenced.

He also reported that the Board of Supervisors has taken all but final action on the budget, and that this next year will continue to be challenging. The County is working on homeless issues and infrastructure, and have added some positions in the Planning Department, those additional positions will be offset by permit fees. Questions were asked about the permit for this years' Christmas Market at the Cambria Pines Lodge. Supervisor Gibson said that Code Enforcement will be closely monitoring the Market. Overnight camping in vehicles in neighborhoods and along Hwy 1 was brought up by members of the public, including concerns of drug activities and paraphernalia found on the ground near the vehicles in residential areas where there are children. Supervisor Gibson stated that the overnight parking was not illegal except for a few streets in Cambria, and the County continues to work on a safe parking program. Commander MacDonald said that he would ask a deputy to contact the overnight campers and offer them access to County services.

Schani Siong from the County Planning and Building Department reported that the Planning Department was working with the FFRP on their application for a six foot wide boardwalk on the ranch between the bluff and the upper trail.

Chris Raiders of Ted Hamm Insurance was the guest speaker and talked about the fire insurance crisis in California. Many homeowners, businesses, and agricultural policy holders are experiencing cancellations of their insurance policies due to being in areas of fire risk or exclusionary zones. Some insurers are looking at case by case situations, and sometimes taking into account the fire prevention efforts of property owners, but the cost of policies are rising, sometimes by four to six times higher.

Cecilia Montalvo from the Cambria Community Healthcare District reported that Tim Benes was appointed Administrator, and that a bond measure to replace the ambulance facility anticipated to be on the ballot in November.

Aaron Linn reported that business has increased greatly with the reopening of Hearst Castle and the arrival of warm weather.

The Ag Report was given by Beth Kendall. She is looking into new regulations regarding the drilling of new wells, or the deepening of existing wells, on rural properties where Santa Rosa and San Simeon Creeks are involved.

The next NCAC Meeting will be held via Zoom July 20 at 6:00 pm.

Respectfully submitted,

CCSD Director Karen Dean  
As Board appointed liaison to NCAC

**Parks, Recreation and Open Space Commission meeting summary for  
June 7, 2022**

In attendance were Commission Chair Steve Kniffen, Commission Vice Chair Adolph Atencio, members Joyce Renshaw, Jim Bahringer, Kermit Johansson, Teri Lord, Ex-Officio members Kitty Connolly and Juli Amodei, CCSD General Manager John Weigold, and CCSD Board member and liaison Harry Farmer. Members of the public included Beth Yudovin, David Pierson, Dick Clark, Elizabeth Bettenhausen, Tina Dickason, and Michael Calderwood.

There was no Chair Report. In Ex-Officio reports, FFRP Executive Director Kitty Connolly stated that the process was still in place for obtaining the Coastal Development Permit for the trail linking the Bluff and Fire Road trails. Of course invasive weed control continues on a weekly basis. The restoration nursery has finally been built at the Facilities and Resources headquarters and looks great. Kudos to Carlos Mendoza and FFRP Board member Tom Loganbill for their hard work and a job well done. It's anticipated understory plants will be grown in the nursery sometime this summer to ultimately be planted on the Ranch. FFRP is in the process of forming a task force regarding ongoing reports/complaints of dogs off leash on the Ranch. Adolph Atencio reported he was recently bitten while walking on the Ranch, and Kitty has observed that many comments on this topic have been expressed on social media.

Public Comment on Ms. Connolly's report included Tina Dickason thanking Kitty and Carlos for the greenhouse. She also remarked on seeing dogs off leash, and that they are a threat to wildlife as well as to dogs on leash. Michael Calderwood added that signs should also indicate the risk to dogs on leash.

Juli Amodei provided an update on the Skatepark project. She stated that a lot happened in the month of May, including a \$50,000 anonymous donation. The Lion's Club has offered to donate \$10,000 in matching funds. The brick campaign is almost complete, and a GoFundMe project will begin in July. So far \$487,000 has been raised toward the goal of roughly \$660,000.

In Public Comment on Topics not on the Agenda, Chair Kniffen read an email submitted by Mark and Susan Garman favoring the promotion of more activities on the East Ranch, especially walking trails and the development of a multi-use pathway for locals and visitors alike. Commissioner Johansson remarked that a multi-use trail was already a stated goal for the East Ranch.

Beth Yudovin provided a detailed report from Cambrians For Aquatics, the group promoting the construction of a swimming pool facility in Cambria. She began by stating that CFA would be asking for an endorsement of the project by the PROS Commission in July, and the project was on the Agenda for the School District's Board meeting of August 11th.

She described that the pool is intended to be located behind the scoreboard at the Coast Union High School football stadium and next to Leffingwell High School. It will be a 25-yard, 6 lane enclosed and heated pool available for use year round. As a non-profit organization, CYA would be responsible for cost and maintenance, and the pool would be available to everyone, including teaching young folks water safety. There would also be plenty of parking already available at the high school. CCSD GM Weigold asked about the organization of use of the pool, such as lifeguards. Ms. Yudovin said CFA has already been working with County Planning on this project, as well as the YMCA.



In Public Comment, Elizabeth Bettenhausen thanked CYA for their efforts, yet felt written documentation needed to be provided before seeking endorsement. A Coastal Development Permit would be required as well. So far it appears details are vague, a project description is needed, and facts and data need to be in order. Tina Dickason echoed Ms. Bettenhausen's comments, stating it is premature to be asking for PROS endorsement, and to at least wait until the School Board meeting results. Ms. Dickason also brought up the topic of the availability of water for the facility in this time of drought, and that details need to be more concrete and specific. Ms. Yudovin embarked that all CYA wants is support for the project and its physical location, and that the pool would be of real benefit for the community.

Facilities and Resources Supervisor Carlos Mendoza provided his monthly report. Weed abatement continues, including fire breaks on the Ranch close to residences as well as in the forest, and the removal of grasses and fuel loads. The very tall dead pine tree overlooking the wonderful Oak Tree at the Trenton and Ranch loop trails was removed by the very professional efforts of the crew at Cambria Pines Tree Service. FFRP funded this effort. Homeless encampments on Cal Trans property recently moved onto the Ranch, resulting in the need for removal of these campsites, the time-consuming picking up of trash, and the storing of property at F&R headquarters. It appears the encampments have now moved back onto Cal Trans Property.

Under Future Agenda Items, Kermit Johansson stated that approval and funding was still being sought for the non-profit Cambria Trails Alliance. And Chair Kniffen mentioned the official magazine of State Parks and Recreation published by the California Parks and Recreation Society.

The next PROS Commission meeting will be Tuesday, July 5th at 10AM via Zoom.

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