

Pursuant to Government Code Section 54953(e), members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Board Secretary at boardcomment@cambriacsd.org.



CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, April 14, 2022 - 1:00 PM

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/87004089560?pwd=N1ZlS2pIbzhZaXA2YnlqMzBibTlzZz09>

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Webinar ID: 870 0408 9560

International numbers available: <https://us06web.zoom.us/j/87004089560>

1. OPENING

- A. Call to Order
- B. Pledge of Allegiance
- C. Establishment of Quorum
- D. President's Report
- E. Agenda Review: Additions/Deletions

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. CONSENT AGENDA

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

- A.** Consideration of Adoption of Resolution 17-2022 Declaring a Public Nuisance for the Annual Fire Hazard Fuel Reduction Program
- B.** Consideration to Extend Provisional Appointment of Fire Captain
- C.** Consideration to Approve an Agreement for Consultant Services with Civil Design Studio for Permitting and Construction Design of the Cambria Skate Park Project
- D.** Consideration of Adoption of Resolution 19-2022 Updating the Assignment of Banking Powers for Cambria Community Services District

6. HEARINGS AND APPEALS

- A.** Discussion and Consideration to Fix Water and Wastewater Standby or Availability Charges as Provided in Government Code §61124(b) and Consideration of Adoption of Resolution 18-2022 Fixing Water and Wastewater Standby or Availability Charges for Fiscal Year 2022/2023

7. REGULAR BUSINESS

- A.** Discussion and Consideration of Detached Guesthouses and District Issuance of Will Serve Letters
- B.** Discussion and Consideration of Approval of an Agreement for Consultant Services with Kevin Merk Associates, LLC for Environmental Consultation for the Water Reclamation Facility (WRF) Project and an Amendment to Consultant Services Agreement with Todd Groundwater for Additional Groundwater Modeling for the WRF Project, and Adoption of Resolution 21-2022 Amending the Fiscal Year 2021/22 Budget
- C.** Discussion and Consideration of Resolution 20-2022 Finalizing Changes to the Board and Standing Committee Bylaws
- D.** Discussion and Consideration of Projects to be Proposed for Community Project Funding Via Congressman Carbajal

8. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

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

9. 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

10. ADJOURN TO CLOSED SESSION

- A.** CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to Government Code Section 54957.6

Agency Designated Representative: Timothy Carmel
Employee Organization: Management Confidential Employees

- B.** CONFERENCE WITH LABOR NEGOTIATORS, Pursuant to Government Code Section 54957.6
Agency Designated Representative: Timothy Carmel
Employee: General Manager
- C.** PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code Section 54957(b)(2)
Title: General Manager

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**FROM: John F Weigold IV, General Manager
William Hollingsworth, Fire Chief

Meeting Date: April 14, 2022

Subject: Consideration of Adoption of
Resolution 17-2022 Declaring a
Public Nuisance for the Annual
Fire Hazard Fuel Reduction
Program**RECOMMENDATIONS:**

1. Adopt Resolution 17-2022 declaring weeds and other hazardous wildland fuels a public nuisance within the Cambria Community Services District (CCSD).
2. Direct staff to proceed with mailing notices to abate and remove hazardous wildland fuels, to maintain community defensible space.

FISCAL IMPACT:

All costs are billed directly to the property owners via the San Luis Obispo County property tax rolls.

DISCUSSION:

Each year the Fire Department conducts a Fire Hazard Fuel Reduction Program (FHFRP) to abate vegetation and hazardous wildland fire fuels.

The FHFRP is carried out pursuant to the authority contained in Government Code Sections 61100(d) and (t) and Health and Safety Code Sections 14875 et seq. and is initiated by the Board's adoption of a resolution declaring the vegetation and hazardous wildland fire fuels on the identified properties to be a public nuisance. In this respect it should be noted that the definition of "weeds" in Health and Safety Code Section 14875 includes, "Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard."

There are approximately 1,901 vacant parcels within the CCSD that Fire Department staff has identified for inclusion in the 2022 FHFRP. Notices are then sent to those property owners whose properties require abatement. The abatement deadline is July 14, 2022. In accordance with the procedures in the Health and Safety Code, a public hearing is being scheduled to be held on August 11, 2022. Thereafter, all parcels that were inspected and found to be either not cleared or non-compliant after the July 14, 2022 deadline are placed on a contract list and are abated by the CCSD's contractor. The number of properties requiring annual clearance by the CCSD's contractor typically varies from 50 to 150 parcels.

Based upon the procedure previously approved by the Board, non-compliant parcels cleared by the CCSD's contractor will be billed by the CCSD for the actual cost of clearance, plus a \$100 administrative fee if paid after being billed by the District. Billing not collected by December 14, 2022 will be collected by placement on the FY 2022-2023 County tax roll and assessed the entire \$200 administrative fee that is provided for in the District's User Fee Schedule.

In addition, each year as part of the annual FHFRP, the CCSD contracts to provide for the removal of dangerous fuels and vegetation that have not been timely abated by property owners.

Attachments: Resolution 17-2022
 Exhibit "A" to Resolution 17-2022
 2022 FHFRP Schedule
 2022 Notice to Property Owners

RESOLUTION 17-2022
DATED: APRIL 14, 2022

RESOLUTION OF THE BOARD OF DIRECTORS
DECLARING A PUBLIC NUISANCE WITHIN THE
CAMBRIA COMMUNITY SERVICES DISTRICT

WHEREAS, the Cambria Community Services District (the "CCSD" or "District") is a duly formed community services district which has the power to provide fire protection services; and

WHEREAS, pursuant to the authority in Government Code Sections 61100(d) and (t) and Health and Safety Code Section 14875 et seq., community services districts may declare vegetation and wildland fire fuels a public nuisance for the purpose of proceeding with Weed Abatement/Fire Hazard/Fuel Reduction Programs; and

WHEREAS, it is in the public interest that vegetation and hazardous live and dead fire fuels within said District be abated as a critical aid to wildfire prevention and community defensible space, as well as for protection of the fragile Cambria ecosystem.

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 by this reference.

Section 2. That the vegetation and hazardous wildland fire fuels located on the private properties described on the attached document marked Exhibit A, which is incorporated herein by this reference as though here fully set forth, all of which are located within said District, are hereby declared a public nuisance.

Section 3. In accordance with Health & Safety Code Section 14890, the CCSD Fire Chief is hereby designated as the person to give the notice to destroy, modify, abate and remove vegetation and other fire hazard fuels; said notice shall include that abatement be performed by property owners or locally certified contractors.

Section 4. That said nuisance, unless timely abated, shall be abated by the CCSD, with the cost thereof to be assessed upon the parcels from which said nuisance is abated.

Section 5. That a public hearing shall be held on the proposed abatement of vegetation and hazardous wildland fire fuels on August 11, 2022 at 1:00 P.M. at the following address: Cambria Veterans' Memorial Building, 1000 Main Street, Cambria, California, 93428 to provide an opportunity for all property owners having any objections to the proposed removal of such weeds to be heard and given due consideration. Please note that due to the Covid-19 pandemic, the District's meetings are currently conducted by teleconference in accordance with Assembly Bill 361. In the event that the August 11, 2022 meeting is conducted via teleconference, information regarding how to participate

in the public hearing by call-in number or Zoom video link will be provided on the agenda for the meeting, which can be found on the District's website (www.cambriacsd.org).

Section 6. That the Administrative Analyst – HR & IT be, and hereby is authorized and directed to mail notice of said hearing to property owners as their names and addresses appear from the last equalized assessment roll as authorized by Health & Safety Code Section 14896.

By unanimous vote on the motion of Director _____, seconded by Director _____, Resolution No. 17-2022 is hereby adopted.

Donn Howell
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Administrative Analyst – HR & IT

Timothy J. Carmel
District Counsel

Exhibit A to Resolution 17-2022
2022 FHFRP
Master Parcel List

Parcel	Use Code	A=All	B=Break				
		013.264.022	B	022.052.041	A	022.093.012	A
		013.264.023	A	022.052.050	A	022.093.013	A
		013.292.009	A	022.052.051	A	022.093.014	A
		013.292.012	A	022.053.009	A	022.093.015	A
013.084.005	A	013.292.018	A	022.053.041	A	022.093.016	A
013.084.006	A	013.294.005	A	022.053.046	A	022.093.018	A
013.084.011	A	013.294.024	A	022.063.001	B	022.093.023	A
013.084.017	A	013.301.018	A	022.071.002	A	022.093.024	A
013.084.018	A	013.301.047	A	022.071.027	A	022.093.025	A
013.084.028	A	013.311.001	A	022.071.041	A	022.093.027	B
013.084.035	A	013.311.008	A	022.071.042	A	022.093.028	B
013.084.036	A	013.313.014	A	022.071.043	A	022.093.029	B
013.084.039	A	013.321.001	A	022.071.046	A	022.093.030	A
013.084.041	A	013.323.007	A	022.071.047	A	022.093.042	A
013.084.042	A	013.323.008	A	022.071.057	A	022.093.043	A
013.084.046	A	013.323.009	A	022.071.059	A	022.093.051	A
013.084.052	A	013.331.007	A	022.071.067	A	022.093.052	A
013.084.054	A	013.331.041	A	022.071.078	A	022.093.056	A
013.085.009	B	013.341.011	A	022.071.084	A	022.123.003	A
013.101.046	A	013.341.022	A	022.071.085	A	022.123.022	A
013.101.054	A	013.341.023	A	022.072.034	A	022.131.005	A
013.101.061	A	013.341.025	A	022.072.036	A	022.131.015	A
013.101.063	A	013.351.005	A	022.083.025	A	022.131.016	A
013.101.072	A	013.351.010	A	022.083.030	A	022.131.017	A
013.101.082	B	013.351.014	A	022.083.031	A	022.131.018	A
013.122.005	A	013.351.039	A	022.083.033	A	022.131.019	A
013.131.038	B	013.351.046	A	022.083.055	A	022.131.020	A
013.141.005	A	013.371.021	A	022.083.063	A	022.131.029	A
013.141.018	B	013.371.024	A	022.084.008	A	022.131.032	A
013.151.034	B	022.022.037	A	022.084.020	A	022.131.044	A
013.151.038	B	022.023.012	A	022.084.046	A	022.131.045	A
013.151.039	B	022.023.025	A	022.084.051	A	022.131.049	A
013.151.041	B	022.026.035	A	022.091.017	A	022.131.051	A
013.151.044	A	022.031.020	A	022.091.019	A	022.131.054	A
013.151.045	A	022.031.021	A	022.091.036	A	022.131.055	A
013.221.017	B	022.035.004	A	022.091.038	A	022.141.002	A
013.232.004	A	022.041.002	A	022.093.004	A	022.141.012	A
013.232.010	B	022.042.047	A	022.093.007	A	022.141.047	A
013.251.011	A	022.043.017	A	022.093.009	A	022.151.010	A
013.264.019	A	022.046.001	A	022.093.011	A	022.151.012	A

022.151.013	A	022.202.001	A	022.242.031	A	022.341.037	A
022.151.014	A	022.202.002	A	022.243.029	A	022.341.040	A
022.151.015	A	022.202.003	A	022.243.030	A	022.342.008	A
022.151.017	A	022.202.004	A	022.261.002	A	022.342.016	A
022.151.027	A	022.202.005	A	022.261.011	A	022.342.028	A
022.151.030	A	022.202.015	A	022.261.017	A	022.342.031	A
022.151.033	A	022.202.017	A	022.261.028	A	022.342.034	A
022.151.034	A	022.202.018	A	022.261.067	A	022.343.002	A
022.151.040	A	022.202.025	A	022.271.001	A	022.343.010	A
022.151.045	A	022.212.007	A	022.271.004	A	022.343.013	A
022.151.050	A	022.212.008	A	022.271.008	A	022.343.020	A
022.151.051	A	022.212.010	A	022.271.015	A	022.343.026	A
022.151.058	A	022.212.011	A	022.271.023	A	022.343.036	A
022.151.061	A	022.212.012	A	022.271.024	A	022.343.037	A
022.151.065	A	022.212.013	A	022.271.036	A	022.351.003	A
022.151.066	A	022.212.014	A	022.271.041	A	022.351.008	A
022.151.068	A	022.212.015	B	022.271.042	A	022.371.005	A
022.151.074	A	022.212.016	B	022.271.043	A	022.371.011	A
022.151.079	A	022.212.017	B	022.271.044	A	023.013.013	A
022.151.080	A	022.212.018	A	022.271.045	A	023.013.019	A
022.171.027	A	022.212.036	A	022.271.046	A	023.013.025	A
022.171.045	A	022.212.037	A	022.271.047	A	023.015.018	A
022.171.046	A	022.212.038	A	022.271.048	A	023.015.019	A
022.172.008	A	022.212.040	A	022.271.052	A	023.015.020	A
022.172.032	A	022.212.041	A	022.282.011	A	023.015.021	A
022.172.035	A	022.212.042	A	022.283.017	A	023.015.022	A
022.181.008	A	022.212.043	A	022.291.024	A	023.016.024	A
022.181.022	A	022.212.045	A	022.292.003	A	023.016.026	A
022.181.038	A	022.223.005	A	022.302.020	A	023.016.033	A
022.182.054	A	022.225.001	A	022.302.021	A	023.016.037	A
022.191.028	A	022.225.002	A	022.312.007	A	023.016.040	A
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022.191.032	A	022.225.011	A	022.312.035	A	023.016.043	A
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022.192.025	A	022.227.001	A	022.321.001	A	023.017.036	A
022.192.031	A	022.227.005	A	022.322.020	A	023.017.041	A
022.192.042	A	022.227.022	A	022.323.032	A	023.018.005	A
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022.193.012	A	022.231.008	A	022.331.032	A	023.018.009	A
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022.201.065	A	022.232.039	A	022.341.011	A	023.019.005	A
022.201.077	A	022.241.036	A	022.341.031	A	023.019.006	A

023.019.011	A	023.045.007	A	023.066.011	A	023.076.021	A
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023.023.020	A	023.046.041	A	023.068.010	A	023.086.006	A
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023.025.002	A	023.047.010	A	023.068.018	A	023.086.018	A
023.025.013	A	023.047.017	A	023.068.019	A	023.086.026	A
023.025.019	A	023.047.020	A	023.068.020	A	023.086.027	A
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023.025.022	A	023.047.030	A	023.071.009	A	023.086.033	A
023.025.027	A	023.047.031	A	023.071.013	A	023.086.037	A
023.025.040	A	023.047.032	A	023.071.016	A	023.086.039	A
023.026.008	A	023.048.010	A	023.072.017	A	023.086.041	A
023.032.004	A	023.048.022	A	023.072.019	A	023.086.047	A
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023.034.008	A	023.048.046	A	023.072.022	A	023.087.013	A
023.034.012	A	023.048.048	A	023.073.003	A	023.087.019	A
023.034.013	A	023.048.059	A	023.073.008	A	023.087.027	A
023.035.005	A	023.049.010	A	023.073.009	A	023.087.032	A
023.035.008	A	023.049.012	A	023.073.018	A	023.087.033	A
023.035.012	A	023.049.032	A	023.073.021	A	023.087.034	A
023.035.013	A	023.049.034	A	023.073.022	A	023.087.040	A
023.035.014	A	023.051.025	A	023.073.023	A	023.087.041	A
023.035.021	A	023.052.002	A	023.073.024	A	023.087.046	A
023.036.004	A	023.052.006	A	023.073.025	A	023.088.011	A
023.036.009	A	023.062.015	A	023.073.028	A	023.088.012	A
023.036.010	A	023.063.004	A	023.074.019	A	023.088.016	A
023.036.017	A	023.063.022	A	023.074.028	A	023.088.017	A
023.036.020	A	023.064.010	A	023.074.037	A	023.088.034	A
023.036.021	A	023.064.011	A	023.074.040	A	023.088.043	A
023.036.030	A	023.064.014	A	023.075.007	A	023.088.044	A
023.036.031	A	023.064.016	A	023.075.010	A	023.088.046	A
023.036.036	A	023.064.020	A	023.075.018	A	023.088.047	A
023.042.016	A	023.064.026	A	023.075.019	A	023.089.003	A
023.043.015	A	023.065.002	A	023.075.024	A	023.089.004	A
023.044.018	A	023.065.013	A	023.075.034	A	023.089.027	A
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023.045.006	A	023.066.010	A	023.076.008	A	023.090.002	A

023.090.003	A	023.107.011	A	023.117.014	A	023.143.025	A
023.091.009	A	023.107.018	A	023.118.014	A	023.143.026	A
023.091.010	A	023.107.025	A	023.118.021	A	023.151.043	A
023.091.015	A	023.107.027	A	023.118.031	A	023.151.045	A
023.091.020	A	023.107.029	A	023.119.003	A	023.151.053	A
023.091.029	A	023.111.005	A	023.119.005	A	023.151.055	A
023.091.031	A	023.111.024	A	023.119.011	A	023.161.004	A
023.091.039	A	023.111.029	A	023.119.014	A	023.161.006	A
023.092.026	A	023.111.030	A	023.119.017	A	023.161.018	A
023.092.028	A	023.111.032	A	023.119.018	A	023.161.046	A
023.092.036	A	023.111.035	A	023.119.022	A	023.161.047	A
023.092.038	A	023.113.001	A	023.119.023	A	023.163.023	A
023.093.003	A	023.113.031	A	023.119.024	A	023.163.028	A
023.093.011	A	023.114.008	A	023.121.005	A	023.163.029	A
023.093.013	A	023.114.017	A	023.121.013	A	023.163.030	A
023.093.028	A	023.114.023	A	023.121.024	A	023.163.031	A
023.093.036	A	023.115.003	A	023.122.014	A	023.163.033	A
023.094.007	A	023.115.007	A	023.131.014	A	023.171.015	A
023.094.012	A	023.115.009	A	023.131.015	A	023.171.028	A
023.094.023	A	023.115.011	A	023.132.008	A	023.172.013	A
023.094.028	A	023.115.012	A	023.132.012	A	023.172.023	A
023.094.032	A	023.115.013	A	023.132.014	A	023.172.026	A
023.094.036	A	023.115.014	A	023.133.002	A	023.172.043	A
023.095.011	A	023.115.016	A	023.133.017	A	023.172.051	A
023.095.020	A	023.115.018	A	023.133.024	A	023.172.053	A
023.095.027	A	023.115.024	A	023.134.001	A	023.181.022	A
023.096.011	A	023.115.025	A	023.134.016	A	023.181.033	A
023.096.044	A	023.115.027	A	023.134.017	A	023.181.037	A
023.096.049	A	023.115.029	A	023.134.018	A	023.181.038	A
023.096.050	A	023.116.003	A	023.134.019	A	023.182.004	A
023.096.051	A	023.116.010	A	023.134.020	A	023.182.013	A
023.102.002	A	023.116.011	A	023.134.021	A	023.182.028	A
023.103.014	A	023.116.012	A	023.141.018	A	023.182.030	A
023.104.003	A	023.116.013	A	023.141.028	A	023.182.032	A
023.104.004	A	023.116.017	A	023.141.042	A	023.182.037	A
023.104.010	A	023.116.020	A	023.142.009	A	023.182.044	A
023.104.011	A	023.116.021	A	023.142.011	A	023.191.005	A
023.104.015	A	023.116.022	A	023.142.015	A	023.191.029	A
023.104.021	A	023.116.025	A	023.142.023	A	023.191.030	A
023.104.023	A	023.116.030	A	023.142.028	A	023.192.004	A
023.105.001	A	023.116.032	A	023.142.030	A	023.192.010	A
023.105.027	A	023.116.033	A	023.143.003	A	023.192.020	A
023.106.013	A	023.117.006	A	023.143.004	A	023.192.021	A
023.107.002	A	023.117.008	A	023.143.008	A	023.192.023	A
023.107.004	A	023.117.010	A	023.143.020	A	023.192.026	A

023.192.027	A	023.211.001	A	023.215.050	A	023.233.077	A
023.192.030	A	023.211.008	A	023.215.051	A	023.234.002	A
023.201.001	B	023.211.009	A	023.215.054	A	023.234.003	A
023.201.002	B	023.211.010	A	023.215.055	A	023.234.009	A
023.201.039	A	023.211.012	A	023.215.057	A	023.234.062	A
023.201.040	A	023.211.053	B	023.215.058	A	023.241.037	A
023.201.041	A	023.211.064	A	023.215.059	A	023.241.042	A
023.201.053	A	023.213.004	A	023.215.063	A	023.241.048	A
023.202.009	A	023.213.007	A	023.215.070	A	023.243.001	A
023.202.011	A	023.213.021	A	023.221.030	A	023.243.003	A
023.202.018	A	023.213.027	A	023.221.037	A	023.243.004	A
023.202.019	A	023.213.028	A	023.221.040	A	023.243.007	A
023.202.021	A	023.213.029	A	023.221.058	A	023.243.008	A
023.202.030	A	023.213.031	A	023.222.006	A	023.243.013	A
023.202.031	A	023.213.033	A	023.222.026	A	023.243.014	A
023.202.038	A	023.213.038	A	023.222.029	A	023.243.016	A
023.202.039	A	023.213.039	A	023.222.033	A	023.243.024	A
023.202.055	A	023.213.040	A	023.222.034	B	023.243.028	A
023.202.062	A	023.214.002	A	023.222.047	A	023.243.037	A
023.202.067	A	023.214.010	A	023.222.051	A	023.243.038	A
023.202.069	A	023.214.017	A	023.222.052	A	023.243.039	A
023.202.071	A	023.214.022	A	023.223.013	A	023.243.040	A
023.203.001	A	023.214.023	A	023.223.017	A	023.243.041	A
023.203.004	A	023.214.028	A	023.223.024	A	023.244.001	A
023.203.020	A	023.214.029	A	023.233.001	A	023.244.002	A
023.203.021	A	023.214.032	A	023.233.003	A	023.244.006	A
023.203.039	A	023.214.033	A	023.233.006	A	023.244.008	A
023.204.012	A	023.214.039	A	023.233.017	A	023.244.009	B
023.204.018	A	023.214.041	A	023.233.018	A	023.244.010	A
023.204.022	A	023.214.047	A	023.233.019	A	023.244.011	A
023.204.060	A	023.214.048	A	023.233.020	A	023.244.012	B
023.204.072	A	023.215.002	A	023.233.021	A	023.244.013	A
023.204.085	A	023.215.003	A	023.233.022	A	023.251.005	A
023.205.013	A	023.215.004	A	023.233.029	A	023.251.021	A
023.205.019	A	023.215.007	A	023.233.038	A	023.251.026	A
023.205.056	A	023.215.008	A	023.233.040	A	023.251.045	A
023.205.057	A	023.215.010	A	023.233.046	A	023.251.046	A
023.205.058	A	023.215.015	A	023.233.054	A	023.253.017	A
023.206.016	A	023.215.018	A	023.233.056	A	023.261.003	A
023.206.037	A	023.215.019	A	023.233.058	A	023.261.015	A
023.207.008	A	023.215.020	A	023.233.062	A	023.261.030	A
023.208.023	A	023.215.021	A	023.233.067	A	023.261.032	A
023.208.026	A	023.215.022	A	023.233.068	A	023.261.039	A
023.208.028	A	023.215.032	A	023.233.075	A	023.261.040	A
023.208.037	A	023.215.049	A	023.233.076	A	023.261.043	A

023.271.006	A	023.282.070	A	023.332.013	A	023.353.003	A
023.271.010	A	023.282.072	B	023.332.020	A	023.353.004	A
023.271.011	A	023.291.003	A	023.332.021	A	023.353.005	A
023.271.013	A	023.291.014	A	023.332.023	A	023.353.007	A
023.271.014	A	023.291.016	A	023.332.024	A	023.353.012	A
023.271.023	A	023.291.031	A	023.332.028	A	023.353.013	A
023.271.025	A	023.291.032	A	023.333.002	A	023.353.014	A
023.271.027	A	023.291.062	A	023.333.007	A	023.353.018	A
023.271.033	A	023.292.042	A	023.333.008	A	023.353.023	A
023.271.035	A	023.293.045	A	023.333.024	A	023.353.024	A
023.271.042	A	023.302.001	A	023.333.029	A	023.353.025	A
023.271.045	A	023.303.028	A	023.333.033	A	023.353.033	A
023.271.047	A	023.303.045	A	023.333.034	A	023.353.034	A
023.271.049	A	023.311.006	A	023.333.035	A	023.353.045	A
023.271.050	A	023.312.007	A	023.333.036	A	023.353.049	A
023.271.051	A	023.312.012	A	023.333.037	A	023.353.057	B
023.271.052	A	023.312.018	A	023.333.038	A	023.361.020	A
023.271.053	A	023.312.020	A	023.333.042	A	023.361.041	A
023.271.059	A	023.312.021	A	023.341.013	A	023.361.052	A
023.272.001	A	023.312.024	A	023.341.019	A	023.362.008	A
023.272.002	A	023.313.018	A	023.341.020	A	023.363.001	A
023.272.013	B	023.313.020	A	023.341.021	A	023.363.002	A
023.272.014	B	023.321.012	A	023.341.022	A	023.363.020	A
023.272.015	B	023.321.013	A	023.341.023	A	023.371.005	A
023.272.016	A	023.321.014	A	023.341.024	A	023.371.012	A
023.272.017	A	023.321.033	A	023.341.027	A	023.372.004	A
023.272.021	A	023.321.034	A	023.341.028	A	023.372.008	A
023.272.022	A	023.322.001	A	023.341.029	A	023.373.005	A
023.272.033	A	023.322.006	A	023.341.030	A	023.373.008	A
023.272.037	A	023.322.010	A	023.341.031	A	023.373.009	A
023.272.046	A	023.322.016	A	023.341.032	A	023.373.010	A
023.281.013	A	023.322.018	A	023.341.033	A	023.373.011	A
023.281.029	A	023.322.024	A	023.341.056	A	023.373.012	A
023.281.033	A	023.322.025	A	023.341.065	A	023.373.034	A
023.282.004	A	023.331.001	A	023.341.069	A	023.373.035	A
023.282.009	A	023.331.002	A	023.341.070	A	023.373.039	A
023.282.011	A	023.331.007	A	023.341.074	A	023.373.040	A
023.282.019	A	023.331.014	A	023.341.077	A	023.373.041	A
023.282.027	A	023.331.015	A	023.341.078	A	023.381.042	A
023.282.033	A	023.331.023	A	023.341.084	B	023.381.049	A
023.282.034	B	023.331.031	A	023.341.086	A	023.381.056	A
023.282.036	A	023.331.032	A	023.352.030	A	023.382.018	A
023.282.040	A	023.331.037	A	023.352.034	A	023.382.020	A
023.282.064	A	023.331.058	A	023.352.038	A	023.382.021	A
023.282.065	A	023.332.007	A	023.353.002	A	023.382.028	A

023.382.031	A	023.401.024	A	023.425.002	A	023.481.015	A
023.382.032	A	023.402.001	A	023.425.060	A	023.482.004	A
023.382.033	A	023.402.006	A	023.425.061	A	023.492.001	A
023.382.034	A	023.402.007	A	023.432.005	A	023.492.002	A
023.382.038	A	023.402.014	A	023.432.011	A	023.492.003	A
023.382.044	A	023.402.015	A	023.432.020	A	023.492.004	A
023.382.046	A	023.402.018	A	023.432.022	A	023.492.005	A
023.382.050	A	023.403.008	A	023.441.008	A	023.492.006	A
023.382.055	A	023.403.019	A	023.451.008	A	023.492.007	A
023.382.056	A	023.403.024	A	023.451.009	A	023.492.008	A
023.383.013	A	023.403.026	A	023.451.011	A	023.492.009	A
023.383.014	A	023.411.002	A	023.451.015	A	023.492.010	A
023.383.039	A	023.411.003	A	023.451.016	A	023.492.011	A
023.383.041	A	023.411.004	B	023.451.019	A	023.492.012	A
023.383.057	A	023.411.005	B	023.451.020	A	023.492.013	A
023.383.059	A	023.411.008	B	023.451.021	A	023.492.014	A
023.383.060	A	023.411.009	B	023.451.026	B	023.492.015	A
023.383.061	A	023.411.019	A	023.451.027	B	023.492.016	A
023.391.001	A	023.411.020	A	023.451.028	B	023.492.017	A
023.391.004	A	023.411.024	B	023.451.029	B	023.492.018	A
023.391.009	A	023.411.028	B	023.451.031	B	023.492.019	A
023.391.011	A	023.422.023	A	023.451.032	B	023.492.020	A
023.391.016	A	023.422.028	A	023.451.036	A	023.492.021	A
023.391.018	A	023.422.029	A	023.452.008	A	023.492.022	A
023.391.019	A	023.422.032	A	023.452.016	A	023.492.023	A
023.391.021	A	023.423.001	A	023.452.017	A	023.492.024	A
023.391.026	A	023.423.002	A	023.453.002	A	023.492.025	A
023.391.027	A	023.423.003	A	023.453.004	A	023.492.026	A
023.391.028	A	023.423.004	A	023.461.002	A	023.492.027	A
023.391.035	A	023.423.005	A	023.461.012	A	023.492.028	A
023.391.036	A	023.423.006	A	023.461.020	A	023.492.029	A
023.391.048	A	023.423.007	A	023.461.021	A	023.492.030	A
023.391.049	A	023.423.008	A	023.461.024	A	023.492.031	A
023.391.050	A	023.423.009	A	023.461.028	A	023.492.032	A
023.391.051	A	023.423.018	A	023.462.009	A	023.492.033	A
023.391.052	A	023.423.019	A	023.462.012	A	024.011.001	A
023.391.053	A	023.423.020	A	023.462.013	A	024.011.008	A
023.391.054	A	023.423.037	A	023.462.015	A	024.011.017	A
023.391.058	A	023.424.004	A	023.462.016	A	024.011.019	A
023.392.001	A	023.424.005	A	023.462.022	A	024.011.021	A
023.392.013	A	023.424.006	A	023.471.001	A	024.011.035	A
023.392.028	A	023.424.007	A	023.471.018	A	024.011.043	A
023.401.005	A	023.424.008	A	023.471.027	A	024.011.044	A
023.401.020	A	023.424.009	A	023.481.001	A	024.011.047	A
023.401.023	A	023.424.028	A	023.481.010	A	024.011.049	A

024.011.055	A	024.031.009	A	024.042.030	A	024.062.014	A
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024.011.057	A	024.031.019	A	024.042.045	A	024.062.023	A
024.011.060	A	024.031.020	A	024.042.046	A	024.062.029	A
024.011.061	A	024.031.023	A	024.042.047	A	024.062.035	A
024.012.004	A	024.031.028	A	024.042.052	A	024.062.038	A
024.012.005	A	024.032.009	A	024.043.007	A	024.062.040	A
024.012.008	A	024.032.011	A	024.043.008	A	024.062.042	A
024.012.009	A	024.032.012	A	024.043.009	A	024.062.043	A
024.012.010	A	024.032.016	A	024.043.018	A	024.062.045	A
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024.012.014	A	024.033.003	A	024.043.021	A	024.063.085	A
024.012.015	A	024.033.005	A	024.043.023	A	024.071.021	A
024.012.018	B	024.033.009	A	024.052.004	A	024.071.029	A
024.013.016	A	024.033.010	A	024.053.002	A	024.081.002	A
024.013.022	A	024.033.012	A	024.053.003	A	024.081.005	A
024.013.023	A	024.033.014	A	024.053.005	A	024.081.014	A
024.013.025	A	024.033.015	A	024.053.006	A	024.081.015	A
024.013.027	A	024.033.021	A	024.053.011	A	024.081.017	A
024.013.032	A	024.033.034	A	024.054.010	A	024.081.020	A
024.013.039	A	024.033.036	A	024.061.009	A	024.081.021	A
024.013.040	A	024.033.037	A	024.061.010	A	024.081.028	A
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024.021.017	A	024.033.050	A	024.061.028	A	024.082.002	A
024.021.021	A	024.033.051	A	024.061.032	A	024.082.003	A
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024.021.043	A	024.034.043	A	024.061.046	A	024.082.018	A
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024.022.038	A	024.034.056	A	024.061.053	A	024.091.004	A
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024.092.009	A	024.123.023	A	024.143.028	A	024.162.023	A
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024.093.011	A	024.131.010	A	024.151.018	A	024.171.017	A
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024.101.023	A	024.131.035	A	024.151.024	A	024.171.026	A
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024.102.017	A	024.132.036	A	024.152.009	A	024.172.031	A
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024.103.015	A	024.141.022	A	024.152.026	A	024.181.028	A
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024.122.015	A	024.142.038	A	024.161.029	A	024.181.053	A
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024.123.004	A	024.143.015	A	024.162.010	A	024.182.025	A
024.123.005	A	024.143.016	A	024.162.011	A	024.182.028	A
024.123.006	A	024.143.018	A	024.162.013	A	024.182.029	A
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024.123.014	A	024.143.023	A	024.162.019	A	024.182.046	A
024.123.016	A	024.143.024	A	024.162.020	A	024.182.053	A
024.123.019	A	024.143.027	A	024.162.021	A	024.182.054	A

024.191.005	A	024.212.023	A	024.252.038	A	024.273.006	A
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024.191.024	A	024.221.038	A	024.253.001	A	024.273.019	A
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024.191.038	A	024.222.014	A	024.253.003	A	024.273.025	A
024.191.052	A	024.222.017	A	024.253.006	A	024.273.026	A
024.191.056	A	024.222.020	A	024.253.007	A	024.273.027	A
024.191.057	A	024.222.023	A	024.253.010	A	024.273.028	A
024.191.058	A	024.231.001	A	024.253.011	A	024.281.003	A
024.191.059	A	024.231.020	A	024.253.012	A	024.281.008	A
024.191.061	A	024.231.022	A	024.253.014	A	024.281.010	A
024.191.062	A	024.231.023	A	024.253.016	A	024.281.017	A
024.191.063	A	024.231.028	A	024.253.017	A	024.281.021	A
024.201.005	A	024.231.035	A	024.253.019	A	024.281.024	A
024.201.011	A	024.231.037	A	024.253.020	A	024.281.031	A
024.201.012	A	024.231.045	A	024.261.007	A	024.281.032	A
024.201.020	A	024.241.004	A	024.261.013	A	024.282.003	A
024.201.021	A	024.241.008	A	024.261.017	A	024.282.007	A
024.201.022	A	024.241.015	A	024.261.025	A	024.282.019	A
024.202.010	A	024.241.019	A	024.261.027	A	024.282.020	A
024.202.011	A	024.241.025	A	024.261.040	A	024.282.025	A
024.202.012	A	024.241.026	A	024.261.041	A	024.282.032	A
024.202.015	A	024.242.025	A	024.262.003	A	024.291.006	A
024.211.013	A	024.242.039	A	024.262.014	A	024.291.007	A
024.211.021	A	024.242.054	A	024.262.017	A	024.291.010	A
024.211.023	A	024.242.055	A	024.262.020	A	024.291.011	A
024.211.024	A	024.243.008	A	024.262.021	A	024.291.012	A
024.211.026	A	024.243.009	A	024.262.023	A	024.291.013	A
024.211.028	A	024.243.010	A	024.262.024	A	024.291.015	A
024.211.029	A	024.243.045	A	024.262.025	A	024.291.017	A
024.211.032	A	024.243.054	A	024.262.032	A	024.291.020	A
024.211.034	A	024.243.056	A	024.262.036	A	024.291.021	A
024.212.002	A	024.243.058	A	024.262.038	A	024.291.028	A
024.212.003	A	024.243.059	A	024.262.043	A	024.291.029	A
024.212.007	A	024.252.003	A	024.262.044	A	024.291.031	A
024.212.009	A	024.252.004	A	024.271.006	A	024.291.032	A
024.212.011	A	024.252.005	A	024.271.010	A	024.301.004	A
024.212.013	A	024.252.013	A	024.271.011	A	024.301.009	A
024.212.015	A	024.252.022	A	024.271.019	A	024.301.010	A
024.212.017	A	024.252.023	A	024.271.020	A	024.301.015	A
024.212.019	A	024.252.024	A	024.271.021	A	024.301.024	A
024.212.020	A	024.252.035	A	024.271.022	A	024.301.030	B
024.212.021	A	024.252.037	A	024.272.014	A	024.301.032	A

024.301.034	A	024.321.024	A	024.332.026	A	024.361.016	A
024.311.002	A	024.321.025	A	024.341.029	A	024.361.021	A
024.311.003	A	024.321.026	A	024.341.033	A	024.361.025	A
024.311.004	A	024.321.032	A	024.342.010	A	024.361.027	A
024.311.005	A	024.321.033	A	024.342.017	A	024.361.028	A
024.311.006	A	024.321.034	A	024.342.022	A	024.361.029	A
024.311.007	A	024.321.037	A	024.342.023	A	024.361.030	A
024.311.008	A	024.321.039	A	024.352.006	A	024.361.031	A
024.311.011	A	024.322.002	B	024.352.008	A	024.361.033	A
024.311.012	A	024.322.004	B	024.352.013	A	024.362.020	A
024.311.029	A	024.322.008	B	024.353.005	A	024.371.004	A
024.311.035	A	024.322.010	B	024.353.010	A	024.371.009	A
024.311.036	A	024.322.012	B	024.353.014	A	024.371.022	A
024.311.037	A	024.322.013	B	024.353.022	A	024.371.024	B
024.312.001	A	024.322.014	B	024.353.023	A	024.372.008	A
024.312.002	A	024.322.015	B	024.353.025	A	024.372.010	A
024.312.016	A	024.322.017	B	024.353.029	A	024.372.013	A
024.312.018	A	024.322.018	B	024.353.030	A	024.372.015	A
024.312.022	A	024.322.019	B	024.353.031	A	024.372.017	A
024.312.023	A	024.322.020	B	024.353.041	A	024.372.019	A
024.312.026	A	024.331.005	A	024.354.002	A	024.381.008	A
024.312.029	A	024.331.011	A	024.354.006	A	024.382.002	A
024.312.030	A	024.331.017	A	024.354.012	A	024.382.003	A
024.312.034	A	024.331.019	A	024.354.013	A	024.382.014	A
024.312.035	A	024.331.023	A	024.354.014	A	024.382.019	A
024.312.037	A	024.331.029	A	024.354.015	A	024.383.009	A
024.321.003	A	024.331.032	A	024.354.016	A	024.383.011	A
024.321.004	A	024.332.011	A	024.354.019	A	024.383.014	A
024.321.005	A	024.332.013	A	024.354.020	A	024.383.015	A
024.321.006	A	024.332.015	A	024.354.021	A		
024.321.010	A	024.332.019	A	024.354.022	A	Total	1901
024.321.019	A	024.332.024	A	024.354.023	A		

CAMBRIA COMMUNITY SERVICES DISTRICT

DIRECTORS:

DONN HOWELL, President
 KAREN DEAN, Vice President
 HARRY FARMER, Director
 CINDY STEIDEL, Director
 TOM GRAY, Director


OFFICERS:

JOHN F. WEIGOLD IV, General Manager
 TIMOTHY J. CARMEL, District Counsel

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

2022 FIRE HAZARD FUEL REDUCTION PROGRAM SCHEDULE

4/14/2022	Declaration of Public Nuisance
4/15/2022	Notices sent to parcel owners; parcel cutting starts
7/14/2022	Abatement Deadline Final Inspections
8/1/2022	CCSD Contract List for Abatement Completed
8/11/2022	CCSD Public Hearing/Contract List for Abatement Considered by Board for Approval
8/12/2022	CCSD Contractor Starts Lot Clearing
9/17/2022	CCSD Contractor Deadline Final Inspections

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April 15, 2022

APN: <<INSERT APN>>

Owner Name
Mailing Address
City, State, Zip Code

Dear Property Owner:

**NOTICE TO
DESTROY
WEEDS**

**Per California Health & Safety Code Section 14875 et seq.
CCSD Resolution 17-2022**

Notice is hereby given that on April 14, 2022 the Cambria Community Services District ("CCSD") Board of Directors passed Resolution 17-2022 declaring that noxious, dangerous, seasonal and/or recurring weeds were growing upon or in front of your property, and more particularly described in said Resolution and that the same constitute a public nuisance which must be abated by the removal of said noxious, dangerous, seasonal and/or recurring weeds, otherwise they will be removed and the nuisance abated by the CCSD Fire Department authorities, in which case the cost of such removal shall be assessed upon the lots and lands from which or in front of which such weeds are removed and such cost will constitute a lien upon such lots or lands until paid. Reference is hereby made to said Resolution for further particulars.

All property owners having any objections to the proposed removal of such weeds are hereby notified to attend a meeting of the Board of Directors of Cambria Community Services District, to be held **August 11, 2022, 1:00 PM**, Veterans Memorial Building, Cambria, when their objections will be heard and given due consideration.

Please note that due to the Covid-19 pandemic, the District's meetings are currently conducted by teleconference in accordance with Assembly Bill 361. If the August 11, 2022 meeting will be conducted by teleconference, information regarding how to participate in the public hearing by call-in number or Zoom video link will be provided on the agenda for the meeting.

Dated: April 15, 2022

This annual requirement is an effort to reduce the fire hazard caused by the accumulation of combustible materials on vacant parcels. Keep in mind that the forest helps define Cambria and it is important that we reduce the fire hazard without destroying its ability to regenerate. **Make every effort to protect seedlings, young native trees, ferns and bushes by marking them prior to cutting. Property owners are required to clear all combustible vegetation and/or debris from their property by the July 14, 2022 deadline.**

The following are guidelines to help you comply:

- Remove combustible construction materials, and trash from the property.
- Trim weeds and annual grasses to 4 inches in height. Avoid exposing bare soil or creating a situation that would encourage erosion.
- All downed trees and rounds, or dead limbs within 30 feet of any structure must be removed. Tree stumps fallen over shall be cut and retain no more than six feet of the log within this 30-foot zone.
- All downed trees beyond 30 feet from any structure 12 inches in diameter or greater may remain on the parcel. However, the entire trunk must be completely on the ground. Materials less than 12 inches in diameter shall be cut and removed from the property.
- All standing dead trees that pose a safety risk to improved property and/or infrastructure shall be removed.
- Remove ladder vegetation from under trees and shrubs, maintaining 6 feet of vertical clearance for trees greater than 20 feet in height.
- All Poison Oak, Scotch/Irish/French or other broom type plants, Pampas grass, Jubata grass and (Crocoshmia) also known as Fire Weed, shall be removed. Isolated specimens may be left with greater than ten (10) feet separation and all dead material is removed.
- Please refer to the informational flyer available on-line for additional clearance information and restrictions at www.cambriacsd.org.

The owner of record at the time of notification is responsible for clearance of the parcel. Lot owners having clearance done by local contractors will need to work closely with their contractor to ensure your parcel gets inspected by the CCSD Fire Department. Those parcels not in compliance by the July 14, 2022 deadline will be placed on a list to be abated by the CCSD's contractor. Cost for abatement for each parcel includes the contractor's charge for services, plus a \$100.00 administrative charge if paid within 90 days of receiving bill, a \$200.00 administrative charge if paid later. The CCSD is not responsible for the contractor's charges.

If you have property that no longer requires abatement (e.g., a parcel that has been developed or merged with an improved property), please call (805) 927-6240 and we will remove the parcel number from our list.

Your cooperation is greatly appreciated. Thank you for doing your part to keep Cambria a fire-safe community with a healthy urban forest.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B.**FROM: John F. Weigold IV, General Manager
William Hollingsworth, Fire Chief

Meeting Date: April 14, 2022

Subject: Consideration to Extend Provisional
Appointment of Fire Captain**RECOMMENDATIONS:**

Staff recommends the Board direct the General Manager to extend the existing Fire Captain provisional appointment for an additional six months, expiring October 23, 2022.

FISCAL IMPACT:

The budget impact for current FY 2021/22, and future FY 2022/23, will be offset by various staffing vacancies in the Fire Department General Fund. There are additional cost savings recognized by utilizing an employee that is qualified to work out of class, at a lower pay step. The overall Fire Department salaries and benefits for FY 2021/22 have been presented to the Board as part of the quarterly financial reporting process.

DISCUSSION:

With support from the Board President, the General Manager authorized a provisional appointment of Fire Captain, effective October 23, 2021 to April 23, 2022, while another employee is on a modified work duty due to a work-related injury.

This employee remains on modified duty pending additional treatment and evaluation. In the meantime, we are unable to fill the vacancy with a full-time appointment. In the interim, an existing, qualified employee has been appointed to work out of class for the duration. That open work period will now extend beyond April 23, 2022.

Per CCSD personnel policy, the provisional appointment cannot extend past six months in duration without direct concurrence from the Board. Staff recommends that the Board direct the General Manager to extend the existing Fire Captain provisional appointment for an additional six months, expiring October 23, 2022.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C.**

FROM: John F. Weigold IV, General Manager

Meeting Date: April 14, 2022

Subject: Consideration to Approve an Agreement for Consultant Services with Civil Design Studio for Permitting and Construction Design of the Cambria Skate Park Project

RECOMMENDATIONS:

Staff recommends that the Board of Directors approve an Agreement for Consultant Services with Civil Design Studio for permitting and construction design services for the Cambria Skate Park Project.

FISCAL IMPACT:

This is a multi-year project budgeted in the General Fund PROS Department at \$66,548, for FY 2021/2022. Based on the attached proposal and agreement, the estimated cost for the permitting and construction design of the skate park is \$35,900. Per the MOU with Cambria Community Council (Council), costs will be split 50% between the Council and the District, so the net cost to the District is \$17,950.

DISCUSSION:

At the March 10, 2022 meeting, the Board directed staff to proceed with the design and permitting phases for the Cambria Skate Park project, located across the street from the Veterans Hall. Staff has received a proposal for permitting and construction design services from Civil Design Studio. As stated at the October 25, 2021 Board meeting, the current permitting challenges require various exemptions that would require design options to satisfy County requirements for parking, restroom, curbs, gutters and sidewalk.

Civil Design Studio completed the preliminary civil site design for the skate park, which was presented to the County Planning Department at the County's pre-application meeting. Their previous work on this project will leverage permitting discussions and preparation of construction documents.

This scope of work includes:

- a. Planning services - establish an entitlement to construct the project
 - b. Prepare applications, attend meetings, and negotiate/justify the most favorable project that is possible with the County
1. Civil engineering services to carry the project through the planning and construction document phase
 2. Finalize Stormwater design and calculations required to comply with Post Construction Stormwater drainage

This proposed agreement does not include:

1. Sub-consultant reports (biology, noise, geology, etc.)
2. Building design
3. County fees

Staff recommends that the Board of Directors approve the proposed Agreement for Consultant Services with Civil Design Studio for permitting and construction design services for the Cambria Skate Park Project.

Attachments: Civil Design Studio Proposal dated March 18, 2022
Agreement for Consultant Services



PO Box 199
Cambria, CA 93428
805.706.0401

March 18, 2022
Job Number: 22-011

Ray Dienzo
Cambria Community Services District
1316 Tamson Dr
Cambria, CA 93428

Subject: Proposal for Civil Engineering
Cambria Skate Park
Main St
Cambria, CA 93428

Dear Ray,

Thank you for requesting this proposal from Civil Design Studio, Inc. to provide civil engineering services for the project located at Main St in Cambria. Pursuant to your request we have prepared this proposal outlining services and associated fees. We are excited about the opportunity to work with you on this project.

Please find enclosed in this proposal the following:

- Section 1: Proposal and Agreement for Civil Engineering Services
- Section 2: Project Fee Summary
- Section 3: Project Scope
- Section 4: Additional Services
- Section 5: Term and Conditions

If you have questions regarding the scope, fees or any other items included in this proposal, please call.

Sincerely,

Civil Design Studio, Inc.



Monte R. Soto, PE 74736
Principal Engineer



SECTION 1: PROPOSAL AND AGREEMENT FOR CIVIL ENGINEERING SERVICES

Between Client: Cambria Community Services District phone: 805-927-6119
 1316 Tamson Dr

Contact: Cambria, CA 93428
 Ray Dienzo email: rdienzo@cambriacsd.org

And Consultant: Civil Design Studio, Inc. phone: 805.706.0401
 P.O. Box 199
 Cambria, CA 93428

Project Manager: Monte Soto, PE email: monte@civil-studio.com

For the following Project: Cambria Skate Park
 Located at: Main St
 Cambria, CA 93428
 APN Number(s): 013-101-072

ACCEPTED

Commencement of civil engineering services may begin within 2 weeks after the receipt of this signed proposal, the initial payment amount indicated in Section 2, and required information to be provided by Client per Section 3.

I have read the above, Section 2: Project Fee Summary, Section 3: Project Scope, Section 4: Additional Services and Section 5: Terms and Conditions, incorporated herein by reference, and agree to the terms and conditions set forth in this Proposal and Agreement and Attachments.

Civil Design Studio, Inc.

Monte R. Soto, PE 74736
Principal Engineer

Date

CLIENT

 Ray Dienzo
 Cambria Community Services District

Date

**SECTION 2: PROJECT FEE SUMMARY**

Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
Planning and Management				
100	Project Management	F		\$3,400
110	Planning Services	E	\$8,000	
120	Site Investigation Report	X		
130	Design Development	X		
140	Tentative Map / Development Plan	X		
220	Demolition Plan	X		
Pre-Construction Documents				
200	Topographic Survey	X		
	1 Aerial Topographic Survey	X		
	2 ALTA Survey	X		
210	Corner record	X		
	1 Record of Survey	X		
	2 Final Map	X		
	3 Construction Staking	X		
	4 Condo Mapping	X		
220	Miscellaneous Survey	X		
Construction Documents				
300	Miscellaneous Engineering Services	X		
301	Structural Engineering	F		\$4,000
310	Preliminary Grading / Drainage Plan	X		
320	Preliminary Utility Plan	X		
330	Onsite Improvement Plans	X		
	1 Grading / Drainage Plan	F		\$7,000
	2 Retaining Wall Plan	X		
	3 Horizontal Control Plan	X		
340	Onsite Utility Plans	X		
	1 Composite Utility Plan	F		\$2,500
	2 Onsite Storm Drain Plan	X		
	3 Septic System Design	✓		
	4 Fire Supply Design	X		
350	Public Improvement Plans	X		
	1 Street Improvement Plans	F		\$7,000
	2 Striping and Signage Plans	X		
	3 Traffic Control Plans	X		
360	Public Utility Plans	X		
	1 Public Water Line Plan	X		
	2 Public Sewer Plan	X		
	3 Public Storm Drain Plan	X		
370	Engineers Cost Estimate(s)	X		
380	Hydrology / Hydraulic Analysis	X		



Code	Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
1	Preliminary Analysis	X		
2	Stormwater Control Plan	F		\$3,000
		X		
Environmental Permitting				
400	NPDES and Dust Control Documents	X		
1	SWPPP Booklet	X		
2	Water Pollution / Erosion Control Drawings	F		\$1,000
3	Dust Control Plans	X		
4	Site Inspections / WPCM	X		
5	Rain Event Action Plan	X		
6	Annual Report	X		
7	Water Quality Testing	X		
8	Stormwater Management Plans / Details	X		
410	Environmental Permit Assistance	X		
1	404 - Army Corp	X		
2	401 - Dept of Fish and Game	X		
Construction and Other Services				
500	Construction Inspection	X		
1	Bidding Assistance	X		
510	Construction Administration	X		
520	Engineers Certification / Letter	X		
530	Expert Witness / Court or Deposition	X		
Sub-Totals			\$8,000	\$27,900
Total Engineering Services			\$35,900	
Initial Payment Required to Commence Work			\$ 0	

Legend: X = Not in Contract Scope TM = Time and Materials (Not to Exceed) F = Fixed Fee
E=Estimated Fee ✓= Included above

Additional services per Section 4 of this agreement will be provided per the following rate schedule:

Principal	\$ 170.00
Expert Witness/Depositions	\$ 275.00
Construction Inspection	\$ 145.00
Project Engineer	\$ 145.00



SECTION 3: PROJECT SCOPE

The following scope assumptions and clarifications identify the services Civil Design Studio, Inc. will perform in conjunction with this project. If you feel any of the steps are unwarranted or our assumptions are inaccurate, please do not hesitate to request further clarification or revision to the proposal and agreement.

CODE 100 – Project Management	
Assumptions	<ul style="list-style-type: none"> ▪ Client intends to process a Skate Park planning level entitlement approval and construction permit on the subject property in Cambria ▪ The project management scope of work provides a fixed fee for an estimate of 20 hours.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Coordination with: <ul style="list-style-type: none"> ○ Surveyor and other consultants ○ Client ○ County Public Works ○ Public Meetings ▪ Design Team Conference Calls as required
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Project Schedule and Updates ▪ Meeting Schedule and Updates ▪ Request for attendance at meetings
Items not included in scope	<ul style="list-style-type: none"> ▪ If required meeting attendance exceeds the budget provided in this scope of the proposal, the Client will be notified and meetings will be attended at the Client's request on a time and materials basis.
Estimated Products	<ul style="list-style-type: none"> ▪ As noted above



CODE 110 – Planning Services	
Assumptions	<ul style="list-style-type: none"> ▪ Client intends to process a land use entitlement for a skate park on the subject property. ▪ Applicable land use planning services will be required including application packages, project statements, code based justification statement
Work Included in Scope	<ul style="list-style-type: none"> ▪ Attend meetings with Client, County, CCSD staff, Community members as necessary ▪ Prepare justification statement for exemptions the CCSD would like to request during the County entitlement process. ▪ Prepare development application as required by the North Coast Area Plan with a detailed statement explaining how the project has met the intent of the goals, visions, and design guidelines of the NCAP. ▪ Prepare application package for planning level applications as necessary, including site plans, architectural plans (if required), and environmental reports prepared by other consultants.
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Direction on the goals for the entitlement process
Items not included in scope	<ul style="list-style-type: none"> ▪ Application fees ▪ Reimbursable expenses (printing, etc) ▪ Additional reports (biological, noise, geotechnical/soils. Etc)
Estimated Products	<ul style="list-style-type: none"> ▪ Land Use Entitlement for a Skate Park



CODE 301 – Retaining Wall Design	
Assumptions	<ul style="list-style-type: none"> ▪ Due to minimum parking lot dimension requirements, a large retaining wall will need to be designed during the construction document phase.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Design CMU or Concrete retaining wall as required by the project grading plan ▪ Provide engineer stamped, signed calculations for review by the building department
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Topographic survey in CAD format ▪ Soils report with soil properties sufficient to design a site retaining wall at the subject property
Items not included in scope	<ul style="list-style-type: none"> ▪ Permit Fees
Estimated Products	<ul style="list-style-type: none"> ▪ 3 Retaining wall designs for various retained heights at the subject property



Code 331 - Grading and Drainage Plan	
Assumptions	<ul style="list-style-type: none"> ▪ Client proposes to reconstruct a skate park at the subject property ▪ The project will require accessible access and CBC compliant grading
Work Included in Scope	<ul style="list-style-type: none"> ▪ Prepare grading and drainage design including material specifications for hardscape surfaces to a precision of 0.01' vertically. ▪ Provide plan and profile of the proposed driveway (if required) ▪ Dimension proposed improvements ▪ Design grading plan to comply with SLO County, CBC, and accessible requirements. ▪ Design safe overland escape for stormwater runoff ▪ Design grading of hardscape areas to comply with Best Management Practices related to Post Construction stormwater control
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Site plans in AutoCAD format ▪ Complete Topographic Map in AutoCAD format ▪ Soils report ▪ Planning Documents / Conditions of Approval (if applicable)
Items not included in scope	<ul style="list-style-type: none"> ▪ Boundary Survey / Construction Staking ▪ Landscape Architecture ▪ Public Improvement plans ▪ Hydrology Study/Report ▪ Building design
Estimated Products	<ul style="list-style-type: none"> ▪ 1-Civil Title Sheet ▪ 1-20 Scale Grading and Drainage Plan ▪ 1-Civil Details Sheet



Code 341 – Composite Utility Plan	
Assumptions	<ul style="list-style-type: none"> ▪ Civil utility plans will specify water, sewer, and storm drain private mains and laterals to within five (5) feet of the building envelope.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Design domestic water conveyance system as required ▪ Verify health code separation of water, sewer and storm drain facilities ▪ Design onsite storm drain conveyance system including pipe, catch basins, cleanouts and junction structures including material specifications, horizontal location and invert elevations specified to 0.01 feet. Storm drain system will comply with any Structural Control Measures required for Post Construction Stormwater control.
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Site plans in AutoCAD format ▪ Complete Topographic Map in AutoCAD format ▪ Soils report with percolation rate ▪ Planning Documents / Conditions of Approval (if applicable)
Items not included in scope	<ul style="list-style-type: none"> ▪ Landscape irrigation system ▪ Dry utility design and pole relocation
Estimated Products	<ul style="list-style-type: none"> ▪ 1-Civil utility plan with Septic design and details



CODE 351 – Street Plans	
Assumptions	<ul style="list-style-type: none"> ▪ The project may be required to extend frontage improvements on Main Street across the project frontage. This section of the proposal will only be billed if the County Public Works requires this design as a condition of approval. ▪ Additional survey may be required to determine cross slopes of the street widening. The previous survey provided by Spohn Ranch did not extend to the street centerline. CCSD would contract separately with a surveyor
Work Included in Scope	<ul style="list-style-type: none"> ▪ Prepare Public Improvement plan and Profile displaying the following: ▪ Cross slopes of proposed pavement ▪ Curb Gutter and Sidewalk along project frontage ▪ Transitions to existing pavement north of the project. ▪ Pavement minimum design calculations ▪ Profile of top of curb elevation, sawcut elevation, and street centerline (if applicable) ▪ Prepare striping and signage plans as required by County Public Works
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Topographic survey of the project site in CAD format. ▪ Record drawings of any utilities within the public right of way
Items not included in scope	<ul style="list-style-type: none"> ▪ Traffic control plans (can be added to scope for additional fee if requested by county)
Estimated Products	<ul style="list-style-type: none"> ▪ 2 Sheets – 20 Scale – Street Improvement Plans



CODE 382 – Stormwater Control Plan	
Assumptions	<ul style="list-style-type: none"> ▪ The project will create additional impervious area and stormwater runoff, which will be addressed in the stormwater runoff design ▪ The project is within an MS4 area. Therefore, Central Coast Post Construction Requirements do apply.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Rational method study comparing proposed and existing site conditions ▪ calculations to compare pre to post project runoff ▪ Review FEMA elevations / Maps ▪ Calculate and specify any structural control measures required based on the design impervious area
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪
Items not included in scope	<ul style="list-style-type: none"> ▪ Regional hydrology or basin studies ▪ Design of project detention / retention basin
Estimated Products	<ul style="list-style-type: none"> ▪ Post Construction Stormwater Control Plan report. ▪ If required, hydrology calculations will be provided on the grading plan



Code 402 - Erosion Control Plan	
Assumptions	<ul style="list-style-type: none"> ▪ Plans will be prepared based on County requirements ▪ Erosion Control Plans will be based on the proposed design included in code 331 of this proposal.
Work Included in Scope	<ul style="list-style-type: none"> ▪ Prepare Erosion Control plan specifying CASQA BMP's
Items and Services to be Provided to Civil Design Studio	<ul style="list-style-type: none"> ▪ Direction regarding landscape or site features intended to be used as permanent BMP's
Items not included in scope	<ul style="list-style-type: none"> ▪ Dust Control Drawings ▪ Environmental Permits / Coordination with RWQCB ▪ SWPPP
Estimated Products	<ul style="list-style-type: none"> ▪ 1-20 Scale Erosion Control Plan



SECTION 4: ADDITIONAL SERVICES

Examples of Additional Services include, but or not limited to:

<u>Duplication of Efforts:</u>	Revisions to our plans, details or calculations due to Architectural changes.
<u>Additional Plan Checks:</u>	Services include two submittals and plan check revisions. Excessive changes requested / required by agencies will be billed hourly. Changes required to Civil Engineering plans due to comments made on other consultants plans will be billed hourly.
<u>Additional Scope:</u>	Perform work outside of the original services such as revisions required by additional site plan or building elements not in original documents specified in Section 3. Construction Observations, if required or requested that are in excess of those included in Section 3.
<u>Unforeseen Conditions:</u>	Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities.
<u>Construction Support:</u>	Assistance provided during the construction phase such as all meetings, site visits, or correspondence via telephone, fax or email. Additional examples of assistance include, but not are limited to, evaluation of alternate product or systems, review of testing data and required submittals, shop drawings, contractor requests for substitution, etc. Visits will be billed as Additional Services including travel time to/from with a 3 hr. minimum.
<u>Code Upgrades:</u>	Revisions required due to a code changes that occur during the course of the project.

These services will be performed at the Owner's request and on a monthly cycle at the current hourly as shown in Section 2.

SECTION 5: TERMS AND CONDITIONS

INSURANCE: Consultant carries both professional and general liability insurance. Certificates will be issued upon request.

EXPIRATION: This proposal is valid for 60 days from the above date.

ADDITIONAL CLIENT EXPENSES: Will be charged at 1.15 times the actual cost, may include printing, title report fees, UPS or mailing charges, and other reasonable and customary charges and fees necessary to accomplish this work.

TRAVEL & EXPENSES: Reasonable and customary business expenses, such as telephone, delivery costs, mileage, airfare, taxicabs, auto rentals, meals and lodging will be included on invoices.

BILLING: An initial payment (as indicated in Section 2) is required to initiate work. The initial payment is not a retainer and will be credited against the project billing. Hourly project scope will be billed monthly, with payment being due and payable upon your receipt of our billing invoice. Fixed fee project scope will be billed to 80% at first submittal of documents and 100% when documents are signed. Signed documents will not be provided until all payments are current. If an invoice remains unpaid sixty (60) days after the date of the invoice, you agree that Civil Design Studio, Inc. has the right to discontinue services. Furthermore, Civil Design Studio, Inc. may require a new initial payment before resuming services.

LATE PAYMENTS: Payment is expected upon the receipt of invoice. If we do not receive payment in full on any invoice within 60 days, late charges at 1.25% interest per month (15% per year) will be imposed on your unpaid balance after 60 days. Your unpaid balance is determined by taking the beginning balance of your account for each month, adding any new charges and subtracting any payments made to your account. We will then multiply this amount by the 1.25% monthly periodic interest rate to compute the late charge for your account for that month.

CIVIL ENGINEERING SERVICES: The Consultant provides only civil engineering design services. Any non-civil issue (including but not limited to surveying, structural engineering, architecture, landscape architecture, etc.) shall need to be addressed by another consultant qualified in the respective field and may be sub-contracted via this agreement for your convenience. The work of others, including sub-consultants is not reviewed or approved by the Consultant. The Client acknowledges that issues arising from the work of others (including but not limited to leaks, mold etc.) are non-civil and not the result of services provided by the Consultant. The Client further acknowledges all such non-civil issues are not cause for legal action against the Consultant and agrees to indemnify the Consultant against any lawsuit arising from such allegations.

STANDARD OF CARE: In rendering these services, the Consultant shall apply the skill and care ordinarily exercised by civil engineers at the time and place the services are rendered.

SUPPORTING DOCUMENTATION: The Client shall provide all the supporting information and documentation (e.g. geotechnical investigations, title reports, environmental reports, etc.) necessary for performance of the Consultant's services.

DOCUMENT OWNERSHIP: All documents including, but not limited to calculations, computer files, drawings, specifications, and reports prepared by the Consultant pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. Said documents are and shall remain the property of the Consultant. Any reuse without prior written approval from the Consultant is prohibited. Any future reuse of documents, only if approved by the



Consultant, may be subject to additional fees.

SUCCESSOR AND ASSIGNS: The Consultant and Client agree that the services performed by the Consultant pursuant to this Agreement are solely for the benefit of the Client and are not intended by either the Consultant or the Client to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the Consultant pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.

MEANS & METHODS OF CONSTRUCTION: The Consultant will not supervise, direct, or have control over the Contractor's work. The Consultant shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The Consultant shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Review of submittals by the Consultant shall be for general conformance with the information given and design concept expressed in the Contract Documents, and shall not be considered certification of submittals accuracy.

INDEMNIFICATION: The Client shall indemnify and hold harmless the Consultant and its personnel, from and against all claims, damages, losses and expenses due to negligent acts, errors or omissions arising out of or resulting from the performance of others.

FORCE MAJEURE. If the performance of the Agreement, or of any obligation hereunder is prevented, restricted or interfered with by reason of fires, equipment breakdown, labor disputes, government ordinances or requirements, civil or military authorities, acts of God or the public enemy, acts or omissions of carriers, or other causes beyond the reasonable control of the party whose performance is affected, then the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on the day-for-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided that the party so affected shall use its best efforts to avoid or remove such causes.

LIMITATION OF LIABILITY: In no event will Engineer be liable for consequential damages, including lost profits, loss of investment, or other incidental damages incurred from Owner's investment based on the Scope of Work to be performed by Engineer under this Agreement. The Consultant's total liability for work performed shall never exceed the amount paid by the Owner for services performed under this Agreement, which includes any liability for any design defects pursuant to Civil Code § 2782.5.

MEDIATION / DISPUTE RESOLUTION: Owner and Engineer agree to mediate any dispute arising under this contract. In the event of any dispute, the parties, within thirty (30) days of a written request for mediation, shall attend, in good faith, a mediation in order to make a good faith reasonable effort to resolve any dispute arising under this contract.

TERMINATION: This agreement may be terminated upon 30 days written notice by either party, with or without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and effective as of April __, 2022 between **CIVIL DESIGN STUDIO** ("Consultant"), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political corporation of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on April __, 2022 and shall remain and continue in effect until all consulting services described in the Proposal have been performed, unless sooner terminated in accordance with the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant's Proposal for Civil Engineering for Cambria Skate Park dated March 18, 2022, attached hereto as Exhibit "A," and incorporated herein by this reference. District shall provide Consultant with the information necessary for Consultant to provide the consulting services described in the Proposal.

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. Monte Soto 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.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall

immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

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

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

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

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

8. **DEFAULT OF CONSULTANT**

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

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

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

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

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

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

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

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

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

12. **INSURANCE**

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

13. **INDEPENDENT CONSULTANT**

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

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

14. **UNDUE INFLUENCE**

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

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

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

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

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

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

17. **NOTICES**

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

To District: John F. Weigold IV, District 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: Monte Soto
Civil Design Studio
2450 Main Street, Suite D
Cambria, CA 93428

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 there is a conflict between the terms of Consultant's Proposal and 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.

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

CAMBRIA COMMUNITY SERVICES

CIVIL DESIGN STUDIO

By: _____
John F. Weigold IV, District Manager

By: _____
Monte Soto

ATTEST:

Haley Dodson, Administrative Analyst – HR & IT

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

TO: Board of Directors

AGENDA NO. **5.D.**FROM: John F. Weigold, IV, General Manager
Pamela Duffield, Finance Manager

Meeting Date: April 14, 2022

Subject: Consideration of Adoption of Resolution
19-2022 Updating the Assignment of
Banking Powers for Cambria
Community Services District**RECOMMENDATIONS:**

Staff recommends that the Board of Directors adopt Resolution 19-2022 updating the banking powers authority, as listed in the attached Exhibit A.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Staff recommends the following revisions to the current assignment of banking powers, approved by the adoption of Resolution 32-2021, dated August 19, 2021:

- Remove: Annette Young, Administrative Technician III
- Add: Rachelle Benjamin, Administrative Technician III

Exhibit A to Resolution 19-2022 has been revised as specified above and is presented for the Board's review and consideration.

Attachments: Resolution 19-2022 and Exhibit A

RESOLUTION 19-2022
April 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
UPDATING THE ASSIGNMENT OF BANKING POWERS FOR
CAMBRIA COMMUNITY SERVICES DISTRICT

WHEREAS, the Cambria Community Services District (“CCSD”) has bank accounts at Pacific Premier Bank (“PPB”), as well as an investment account with the State of California Local Agency Investment Fund (“LAIF”); and

WHEREAS, PPB and LAIF require an adopted resolution specifying which banking powers are assigned to CCSD officials and staff; and

WHEREAS, it is necessary to update the assignment of banking powers for the CCSD’s bank and investment accounts.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Cambria Community Services District that banking powers are hereby granted to the individuals listed in the attached Exhibit “A,” which is incorporated herein by this reference. This Resolution supersedes all previously adopted Resolutions relating to the assignment of banking powers.

PASSED AND ADOPTED this 14th day of April, 2022.

Donn Howell, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Administrative Analyst – HR & IT

Timothy J. Carmel
District Counsel

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXHIBIT “A” TO RESOLUTION 19-2022
April 14, 2022
AUTHORIZED BANKING POWERS**

AGENT’S NAME AND TITLE OR POSITION

A	Karen A. Dean, Director
B	Cindy Steidel, Director
C	Harry Farmer, Director
D	Donn Howell, Director
E	Thomas S. Gray, Director
F	John F. Weigold, IV, General Manager
G	Pamela Duffield, Finance Manager
H	William Hollingsworth, Fire Chief
I	Rachelle Benjamin, Administrative Technician III
J	Raymond Dienzo, Utilities Department Manager/District Engineer
K	Vacant
L	Miriam Orozco, Administrative Technician III
M	Haley Dodson, Administrative Analyst – HR & IT

Holder of Power	Description of Power	No. of Signatures Required
None	All Powers Listed.	N/A
F,J	Open any deposit or share account(s) in the name of the CCSD.	2
A,B,C,D,E,F,H,J	Endorse Checks and orders for the payment of money or to otherwise withdraw or transfer funds on deposit.	2
F,J	Upon receiving Board of Directors’ approval, borrow money on behalf and in the name of the CCSD, sign, execute and deliver promissory notes or other evidence of indebtedness.	2
F,J	Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a safe deposit box.	2
A,B,C,D,E,F	Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now or hereafter owned or acquired by the CCSD as security for sums borrowed, and to discount the same, unconditionally guarantee the payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	2

Holder of Power	Description of Power	No. of Signatures Required
F,G,J	Transfer LAIF funds into/out of CCSD bank accounts.	N/A
G,I,J	Issue stop-payment of checks and order for payment of money and like activities.	N/A
F,G,I,J,K,L,M	Make account inquires and deposits.	N/A
G,I,J,K,L,M	Pick up bank statements.	1
G,I,J,K	Recurring electronic payment of federal and California payroll taxes.	N/A
G,I,J,K	Recurring electronic payroll direct deposits.	N/A
G,I,J,K,L	Recurring electronic deposits into CCSD accounts.	N/A
G,I,J,K	Recurring electronic transfers between CCSD accounts.	N/A
G,I,J,K	Recurring manual transfers between CCSD accounts.	1

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

FROM: John F. Weigold IV, General Manager
Pamela Duffield, Finance Manager

AGENDA NO. **6.A.**

Meeting Date: April 14, 2022 Subject: Discussion and Consideration to Fix Water and Wastewater Standby or Availability Charges as Provided in Government Code §61124(b) and Consideration of Adoption of Resolution 18-2022 Fixing Water and Wastewater Standby or Availability Charges for Fiscal Year 2022/2023

RECOMMENDATION:

1. Receive staff report and review the Financial Report on Water and Wastewater Standby or Availability Charges.
2. Open Public Hearing.
3. Take Public Testimony.
4. Close Public Hearing.
5. Discussion.
6. Make appropriate findings and adopt Resolution 18-2022 establishing water and wastewater standby or availability charges for Fiscal Year 2022/2023.

FISCAL IMPACT:

<u>Standby/Availability Charge</u>	<u>Estimated Revenue for FY 2022/2023</u>
Water	\$ 178,000
Wastewater	\$ 116,000

DISCUSSION:

Attached is a Financial Report and proposed Resolution 18-2022 for review and adoption after the public hearing is closed. Resolution 18-2022 establishes the Water and Wastewater Standby or Availability Charges for FY 2022/2023 and directs staff to notify the affected property owners. Action to confirm the charges and authorize collection on the tax roll will take place after a noticed public hearing on May 12, 2022.

Attachment: Water and Wastewater Standby or Availability Charges Financial Report
Resolution 18-2022 Confirming CCSD Water and Wastewater Standby or Availability Charges

Water and Wastewater Standby or Availability Charges

Financial Report

Legislative Background

State Government Code §61124 allows the Cambria Community Services (CCSD) to annually levy a maximum of \$45 for water standby or availability charges per acre of land within the CCSD service area, and a maximum of \$30 wastewater standby or availability charges per acre of land within the CCSD service area. The CCSD has determined that the following fee schedule is consistent with the legal standard that the fee not be discriminatory or excessive and does not exceed the reasonable cost of the proportional benefit received by each parcel from the improvements funded by the fees:

Water Standby or Availability Charges

- a. For all parcels of one (1) acre or less: \$45.00
- b. For all un-subdivided land of more than one (1) acre:
\$45.00 plus \$1.35 per acre over one acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres, \$45.00 per acre.
 - (2) For all such land over the first ten (10) acres, \$1.35 per acre.

Wastewater Standby or Availability Charges

- a. For all parcels of one (1) acre or less: \$30.00
- b. For all un-subdivided land of more than one (1) acre:
\$30.00 plus \$0.90 per acre over one (1) acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$30.00 per acre.
 - (2) For all such land over the first ten (10) acres: \$0.90 per acre.

These charges do not exceed what the CCSD was charging in November 1996. Therefore, the imposition of the fees is exempt from the requirements of Proposition 218.

Estimated revenues from these sources during the CCSD's Fiscal Year 2022/2023 are as follows:

➤ Water	\$ 178,000
➤ Wastewater	\$ 116,000

The revenue projections are based on charging all improved property owners within the CCSD and all unimproved property owners that have been issued intent to serve letters or connection permits.

CCSD Policy Summary

In 1987, Government Code §61765.12 did not restrict the use of the standby/availability charges, but Proposition 218 indicates they must be used for “the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.” (California Constitution, Article XIII D, § 4.) In 1990, the Board established a policy whereby the standby and availability charges help fund the CCSD’s Capital Improvement Program (CIP). On January 19, 2012, the Board amended this policy so that “Water and Wastewater Standby or Availability revenue is to be spent on maintaining, repairing and/or improving the respective Fund’s infrastructure. Specifically, these funds shall be spent on CIP, Major Maintenance or Capital Outlay Projects.”

FY 2020/2021 Actual and FY 2021/2022 Projected Revenues & Expenditures

A summary follows of FY 2020/2021 actual and 2021/2022 projected Water and Wastewater revenues and expenditures for CIP, Major Maintenance or Capital Outlay projects.

As indicated, standby or availability revenue is needed to finance the maintenance and improvements of the Funds’ infrastructure, particularly since connection fee revenue declined sharply due to the implementation of the Water Code 350 Water Moratorium in 2001 and has been virtually non-existent in the most recent years.

Eliminating the standby and availability charges would eliminate a critical source of funding for infrastructure projects.

Fiscal Year 2020/2021 infrastructure funding sources and expenditures were as follows:

	WATER FUND	WASTEWATER FUND
Standby Availability Revenue	\$177,699	\$115,547
Revenue from Operations	\$ 4,964	\$ 7,435
Transfer from Reserves	- 0 -	- 0 -
Connection Fee Revenue	- 0 -	- 0 -
Total Funding Sources	\$182,663	\$122,982
Infrastructure Expenditures*	\$182,663	\$122,982
Transfer to Reserves	- 0 -	- 0 -

*Represents sum of Capital/Capital Outlay and Major Maintenance Projects

Fiscal Year 2021/2022 estimated infrastructure funding sources and expenditures are as follows:

	WATER FUND	WASTEWATER FUND
Standby Availability Revenue	\$178,000	\$116,000
Revenue from Operations	\$255,750	\$ 99,000
Transfer from Reserves	- 0 -	- 0 -
Connection Fee Revenue	\$ 10,000	- 0 -
Total Funding Sources	\$443,750	\$215,000
Infrastructure Expenditures *	\$443,750	\$215,000
Transfer to Reserves	- 0 -	- 0 -

*Represents sum of Capital/Capital Outlay and Major Maintenance Projects

The CCSD has identified a few priority Water and Wastewater CIP, Major Maintenance and Capital Outlay Projects, including:

- SCADA System SR4
- Water Meter Replacement/Upgrade
- Santa Rosa Creek Ped Bridge Main
- Rodeo Grounds Pump Station Replacement
- SST – PGE Turnkey Project
- Vehicle & Equipment Replacements
- Lift Station Improvements

The proposed project list underscores the importance of having the maximum standby and availability charges in place. Failure to do so further restricts an already slim revenue stream and may result in the inability of the CCSD to support current and future debt service associated with capital projects and/or limits the CCSD's ability to obtain long term financing of its projects in addition to being unable to fund infrastructure maintenance and improvements.

Failure to adopt Resolution 18-2022 will result in an estimated reduction of \$178,000 in Water Enterprise revenues and \$116,000 in Wastewater Enterprise revenues for Fiscal Year 2022/2023.

Attachment: Resolution 18-2022

RESOLUTION 18-2022
APRIL 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAMBRIA COMMUNITY SERVICES DISTRICT
FIXING CCSD WATER AND WASTEWATER STANDBY
OR AVAILABILITY CHARGES

WHEREAS, pursuant to Government Code Section 61124(b), the Board of Directors may, by resolution, continue to collect water and wastewater standby and availability charges in successive years at the same rate; and

WHEREAS, notice was provided and a public hearing scheduled for April 14, 2022 concerning said water and wastewater standby or availability charges; and

WHEREAS, any person interested, including all persons owning property within the CCSD, were given the opportunity to appear and be heard concerning said CCSD water and wastewater standby or availability charges at the April 14, 2022 CCSD regular Board meeting; and

WHEREAS, it is hereby found that the water and wastewater standby fees or availability charges charged confer a special benefit upon the property assessed, and the amount being assessed does not exceed the reasonable cost of the proportional benefit received by each parcel from the improvements funded by the fees; and

WHEREAS, it is hereby found and determined that the water and wastewater standby or availability charges and the different rate structure for subdivided and un-subdivided land as set forth hereinafter are not discriminatory or excessive and will be in compliance with the law; and

WHEREAS, it is hereby found and determined that the water and wastewater standby or availability charges hereinafter set forth be fixed by the CCSD Board of Directors as the CCSD's water and wastewater standby or availability charges.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the CCSD as follows:

1. The recitals set forth hereinabove are true, correct and incorporated herein.
2. The Board of Directors of the CCSD hereby fixes the Water Standby or Availability Charges for the CCSD for the Fiscal Year 2022/2023 as follows:
 - a. For all parcels of one (1) acre or less: \$45.00.

- b. For all un-subdivided land of more than one (1) acre:
\$45.00 plus \$1.35 per acre over one (1) acre.
- c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$45.00 per acre,
 - (2) For all such land over the first ten (10) acres:
\$1.35 per acre.

Such charges shall be made to all such lands within the CCSD, or outside its territorial limits, to which water is made available by the CCSD for any purpose, whether or not the water is actually used. Unimproved properties that have not been issued an "Intent to Serve" letter or connection permit shall be exempt from this charge.

3. The Board of Directors of the CCSD hereby fixes the Wastewater Standby or Availability Charges for the CCSD for the Fiscal Year 2022/2023 as follows:
 - a. For all parcels of one (1) acre or less: \$30.00.
 - b. For all un-subdivided land of more than one (1) acre:
\$30.00 plus \$0.90 per acre over one (1) acre.
 - c. For all subdivided land of more than one (1) acre:
 - (1) For the first ten (10) acres: \$30.00 per acre,
 - (2) For all such land over the first ten (10) acres:
\$0.90 per acre.

Such charges shall be made to all such lands within the CCSD, or outside its territorial limits, to which wastewater is made available by the CCSD for any purpose, whether the water is actually used or not. Unimproved properties that have not been issued an "Intent to Serve" letter or connection permit shall be exempt from this charge.

4. The CCSD Board of Directors intends to hold a public hearing confirming the itemized reports describing each parcel and the amount of Water and Wastewater Standby or Availability Charges to be assessed against each parcel on May 12, 2022, at 1:00 p.m. at the following address: Cambria Veterans Memorial Building, 1000 Main Street, Cambria, California. Said public hearing shall be held by teleconference or other electronic format and additional notice shall be provided, including posting notice on the District's website: <https://www.cambriacsd.org>.
5. The CCSD Administrative Analyst – HR & IT is hereby authorized and directed to publish a notice of said public hearing prior to the date set for hearing, in a newspaper of general circulation printed and published in the County; and mail to each assessed property owner a notice of the filing of the report.

- 6. This Resolution shall take effect immediately upon its adoption.
- 7. This Resolution shall be available for public inspection in the offices of the CCSD Administrative Analyst – HR & IT at the following address: Cambria Community Services District, 1316 Tamsen Street, Suite 201, Cambria, California and on the CCSD website: <https://www.cambriacsd.org/water-wastewater-standby-or-availability-charges-e351a26>

PASSED AND ADOPTED THIS 14th day of April, 2022, by the following roll call votes:

Ayes:
Nays:
Absent:

Donn Howell
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Administrative Analyst – HR & IT

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.A.**FROM: John F. Weigold IV, General Manager
Ray Dienzo, District Engineer

Meeting Date: April 14, 2022

Subject: Discussion and Consideration of
Detached Guesthouses and District
Issuance of Will Serve Letters**RECOMMENDATIONS:**

Staff recommends that the Board of Directors discuss and consider the issue of detached guesthouses and the issuance of Will Serve Letters by the District, and consider providing specific direction to staff or appointing an ad hoc committee to review this issue and report back to the Board, as appropriate.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

DISCUSSION:

Vice President Dean has requested that this item be placed on the agenda for discussion and consideration by the Board regarding whether a policy is needed to address the issuance of Will Serve Letters for the construction of new, detached guesthouses. Accordingly, this staff report is being provided to help facilitate the Board's discussion.

Unlike Accessory Dwelling Units (ADUs), which are subject to detailed State statutory requirements (Government Code Section 65852.2), guesthouses are regulated by the County of San Luis Obispo through its zoning ordinance. Title 23, which contains the County's Coastal Zone Land Use Regulations, includes Section 23.08.032, Residential Accessory Uses. Subsection (e) of Section 23.08.032 provides as follows:

e. Guesthouses / Home Office: A guesthouse (sleeping/home office facilities **without** indoor connection to the living area of a principal residence) may be established as a use accessory to a residence as follows:

(1) Limitation on use:

- (i) A guesthouse may contain living area, a maximum of two bedrooms and one bathroom.** A living area may include a wet bar, but such facility shall be limited to a single sink and an under-counter refrigerator, and shall not be located in a separate room. A guesthouse shall not be designed to contain or accommodate cooking or laundry facilities, and shall not be used for residential occupancy independent from the principal residence or as a dwelling unit for rental.
- (ii)** A home office may contain the same facilities as a guesthouse. This includes the restriction on containing or designing to accommodate cooking or laundry facilities separate from the principal residence. The home office shall not be used for residential occupation independent from the principal residence or as a dwelling unit for rental.
- (iii)** A guesthouse/home office shall not be allowed on any site containing a secondary dwelling established pursuant to Section 23.08.169 of this title.

- (iv) A guesthouse/home office in the Residential Multi-Family land use category shall satisfy the residential density provisions of Section 23.04.084 (Multi-Family Dwellings).
 - (v) A guesthouse/home office shall not be provided an electric meter separate from the principal residence.
- (2) **Permit requirement:** Plot Plan approval.
 - (3) **Location:** A guesthouse shall not be located more than 50 feet from the principal residence, or as otherwise approved through a Minor Use Permit, and shall not be located within any required setback area (see Section 23.04.100 - Setbacks).
 - (4) **Floor area limitation.** The maximum floor area allowed for a guesthouse is 40 percent of the habitable floor area of the main residence, up to a maximum of 600 square feet.

As set forth in the County regulations, in addition to size restrictions, guesthouses have a number of significant limitations, including that they are not to have cooking or laundry facilities and "...shall not be used for residential occupancy independent from the principal residence or as a dwelling unit for rental." In short, they are considered an accessory use related to the existing residential use of the property.

The CCSD issues Will Serve Letters as part of the County's approval process, and reviews a proposed guesthouse, similar to what it does for remodels and additions to existing homes. The Will Serve Letter basically confirms that water/sewer service will **continue** to be provided to the property with the proposed alterations. It also allows the District to impose conditions, such as compliance with the CCSD's Retrofit Program. Section 4.20.030(C) of the CCSD Municipal Code applies to all remodels, and provides that "Remodel or reconstruction of any existing service is subject to review by district staff when the project either adds: twenty (20) percent or more to existing habitable floor space, or adds any water-using fixtures." It should be noted that all remodels that increase the total count of plumbing fixtures are required to pay impact fees which fund conservation efforts in the District.

At the Board's request, District staff now provides a list of all projects that are reviewed and issued Will Serve Letters at the end of the Utilities Report. In discussions with staff responsible for reviewing such projects, it was noted that all applications submitted to the County are posted online and can be viewed at https://energov.sloplanning.org/EnerGov_Prod/SelfService#/home.

Land use permit applications, plans, etc. are all included in this portal for public review. Thus, any person interested in an application for a guesthouse is able to use the APN or service address list in the Utilities Report to search for detailed information about the project on the County's website.

As a result of the County's ordinance and restrictions, guesthouses are different than ADUs, which are separate dwelling units and can be rented independently. As the Board is aware, recently the Coastal Commission had determined that ADUs are not permitted in Cambria and Los Osos; however, guesthouses have had a different result at the Coastal Commission.

In 2019 an appeal was filed with the Coastal Commission of the County's approval related to a guesthouse on Banbury Road in Cambria (reference Coastal Commission A-3-SLO-19-0016). The Coastal Commission determined that that the appeal did not raise a substantial issue, and therefore, the appeal did not proceed to a de novo hearing before the Commission. Of note, the Coastal Commission staff report stated the following:

In terms of water availability, the Commission has long recognized the acute water supply scarcity in Cambria, and has confirmed LCP policies that direct that

development requiring new water connections is not allowable under the LCP at this time. At the same time, the Commission has generally recognized that existing development using existing water connections in Cambria represents a different development category, and that when such development expands (i.e., typically adding a bedroom or a bathroom or other such minor expansion), it is not expanding water use in the same way. In other words, other than when new water connections are proposed, the Commission has not inserted itself into questions regarding how much water a particular residence may use, including in terms of the number of bedrooms, bathrooms, or even number of residents that may live in any particular house. In addition, for residential expansions, such as this one, the County requires that the house be completely retrofitted to reduce water usage, and these types of requirements have also been a part of the Commission's past positions on these types of projects.

In this case, the project site is already developed with an existing single-family residence with an existing water connection, and the County-approved project adds a guesthouse (which under the LCP is not a second dwelling unit, but rather it is a bedroom and a bathroom, without a kitchen), which is akin to simply expanding the existing residence. The County's approval requires the new guesthouse to be served by the existing water connection and prohibits kitchen and laundry facilities. The County also conditioned its approval to prohibit the rental of the guesthouse independently from the primary residence or as a separate dwelling unit, thereby reinforcing the LCP premise that this project allows a single-family home expansion and not a new second house. Additionally, the County required that all existing and new water fixtures, including in the existing single-family residence, be retrofitted to reduce water usage (i.e., to low-flow and low-water-using fixtures, etc.). As conditioned, the County-approved guesthouse will be a minor addition to an existing residence that does not raise a substantial issue of LCP water supply conformance.

Accordingly, Coastal Commission staff concluded that

In sum, the project is a minor residential addition on an existing developed lot in a residential neighborhood, and potential coastal resource issues have been appropriately conditioned and addressed through the County's approval. As a result, staff recommends that the Commission determine that the appeal contentions do not raise a substantial LCP conformance issue, and that the Commission decline to take jurisdiction over the CDP for this project.

Staff is also aware of a lawsuit that was recently filed against the County by residents in Los Osos related to approval of a guesthouse in that community. The lawsuit includes allegations related to the County's noticing and approval process for guesthouses.

The District's staff person responsible for review of guesthouses has indicated that she does not recommend that the Board change its existing policy. She noted that if guesthouse project Will Serve Letters were presented to the Board prior to issuance, it would cause significant delays in processing and would increase demand on staff time to prepare reports and attachments for Board review, when this information is readily available through the County's website.

Alternatively, the Board could appoint an ad hoc committee to evaluate the current policy, collect staff input, and develop recommendations regarding modification of the policy, if warranted.

It is recommended that the Board of Directors review the issue of Will Serve Letters for guesthouses, and either provide specific direction to staff or appoint an ad hoc committee to review the matter.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.B.**FROM: John F. Weigold, IV, General Manager
Ray Dienzo, Utilities Department Manager/District Engineer

Meeting Date: April 14, 2022

Subject: Discussion and Consideration of Approval of an Agreement for Consultant Services with Kevin Merk Associates, LLC for Environmental Consultation for the Water Reclamation Facility (WRF) Project and an Amendment to Consultant Services Agreement with Todd Groundwater for Additional Groundwater Modeling for the WRF Project, and Adoption of Resolution 21-2022 Amending the Fiscal Year 2021/22 Budget

RECOMMENDATIONS:

Staff recommends that the Board of Directors approve an Agreement for Consultant Services with Kevin Merk Associates, LLC for environmental consultation services related to the Water Reclamation Facility (WRF) project, approve an Amendment to Agreement for Consultant Services with Todd Groundwater for additional groundwater modeling for the WRF project, and adopt Resolution 21-2022 amending the Fiscal Year 2021/22 budget.

FISCAL IMPACT:

The Agreement for Consultant Services with Kevin Merk Associates, LLC is in the amount of \$85,860 and the Amendment to Agreement for Consultant Services with Todd Groundwater is in the amount of \$39,314, for a total of \$125,174.

The FY 2021/22 WRF budget includes \$19,421; however, the environmental monitoring and compliance costs to date have exceeded the budgeted amount by \$27,000.

To account for the consultant services agreements and the budget overage, it is necessary to request a budget adjustment, in the amount of \$152,174, from WRF Capital Fund reserves. The WRF Capital Fund reserves are estimated at \$1,012,925 as of 06/30/2022. The budget adjustment is detailed in the chart below:

Budget Adjustment					
Fund	Date	Agenda Item	Purpose	Sources	Uses
WRF - Capital			Funding from WRF Capital Reserves	\$ 152,174	\$ -
WRF - Capital			Section 7 ESA	\$ -	\$ 152,174
			Fund Sub-Total	\$ 152,174	\$ 152,174
			Difference (unidentified sources of funding)	\$ -	

DISCUSSION:**Endangered Species Act Section 7 Consultation**

On May 24, 2018, the CCSD Board of Directors approved an agreement for consultant services with Cindy Cleveland of Cleveland Biological, LLC to perform work related to completing an Endangered Species Act (ESA) Section 7 consultation process, associated permits, consultations, updating the Adaptive Management Plan (AMP), and preparation of the Annual AMP Monitoring Report. Although the Subsequent Environmental Impact Report (SEIR) process for the WRF addressed issues raised over the potential biological impacts of the project, questions and concerns continued to be expressed by resource agencies and private citizens regarding endangered or threatened special status species and critical habitats. The AMP, developed as a biological mitigation for the WRF, provides a mechanism to monitor and protect such species and habitats; however, the AMP does not provide the same level of protection to the CCSD as completing an ESA Section 7 consultation process, which would also address, and is anticipated to resolve, the remaining resource agency concerns.

To date, Ms. Cleveland's work has included informal consultation with resource agencies, preparation of the 2019 Feasibility Study and Assessment of Environmentally Sensitive Habitat Area (ESHA), permitting assistance for the Coastal Development Permit including project description input, preparation of a draft biological assessment, as well as biological monitoring required by the AMP and completion of the 2020 and 2021 AMP Annual Reports. Ms. Cleveland is completing a doctoral degree and does not wish to extend her agreement with the CCSD, which expires June 30, 2022, but has agreed to assist in transitioning her scope of work to Kevin Merk of Kevin Merk Associates, LLC. Her agreement will be amended to reflect this limited scope of services.

Staff recommends that the remaining ESA Section 7 consultation and related permitting efforts transition to Kevin Merk Associates, LLC. This will include discussions and coordination with several State and Federal agencies, including the U.S. Fish and Wildlife Service, the National Oceanic and Atmospheric Administration, the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, and the California Department of Fish and Wildlife. Due to the amount of time elapsed between the date of previous studies and today, additional scope has been added to update the wetland delineation of waters of the United States and California (Task 1 of the attached proposal).

Kevin Merk has extensive experience in environmental regulatory compliance and permitting, including wetland delineations, habitat conservation plans, protocol-level special status species surveys, open space management plans, and California Environmental Quality Act and National Environmental Policy Act compliance. His resume is attached.

Mr. Merk estimates that the work will take approximately 632 hours to complete. Given the amount of work involved and Mr. Merk's experience with Cambria and the regulatory agencies involved with the WRF permit, staff believes his cost proposal is reasonable.

AMP Annual Report and Groundwater Modeling

As previously reported to your Board, the 2021 AMP Annual Report, and the associated technical memorandum prepared by Todd Groundwater, will be submitted to resource

agencies for concurrence in support of the application for a Coastal Development Permit for the WRF. Staff believes additional modeling and justification of lagoon monitoring triggers, such as groundwater levels at the percolation pond and lagoon monitoring wells, is necessary to defend assumptions within the AMP which will likely be challenged by resource agencies. The results of this additional modeling will also inform the biological assessment for the ESA Section 7 consultation, as well as the ongoing instream flow study of San Simeon Creek.

Staff recommends that the Board of Directors approve the following:

1. Approve a Consultant Services Agreement with Kevin Merk Associates, LLC;
2. Approve an Amendment to Consultant Services Agreement with Todd Groundwater;
and
3. Adopt Resolution 21-2022 amending the Fiscal Year 2021/22 budget, in the amount of \$152,174, using WRF Fund reserves.

Attachments: Kevin Merk Associates Proposal
Kevin Merk Resume
Todd Groundwater Proposal
Resolution 21-2022 – Budget Adjustment & Exhibit A



March 30, 2022

Mr. Ray Dienzo
District Engineer
Cambria Community Services District
5500 Heath Lane
Cambria, CA 93428

Subject: Environmental Services Proposal for the Sustainable Water Facility Project, Cambria, San Luis Obispo County, California

Dear Mr. Dienzo:

Kevin Merk Associates, LLC (KMA) is pleased to submit this scope of work and cost estimate to provide environmental services in support of the Cambria Community Services District's Sustainable Water Facility project. Our assistance will include preparation of permit application packages for Clean Water Act Sections 404 and 401, and California Fish and Game Code Section 1602. We would also support the CCSD team for the subject project with project description refinement and the regulatory agency consultation process.

Prior to initiating the permitting process, we would conduct an update to the Delineation of Waters of the United States and State of California to identify any changes to the previously mapped wetlands and drainage features within the project area. We would also work with the engineering and design team to make sure construction within San Simeon Creek avoids and minimizes impacts to jurisdictional areas and the project description has sufficient detail to support the permitting process. As part of the permitting effort, we would prepare the required technical documents such as the Habitat Mitigation and Monitoring Plan (HMMP) and Biological Assessments (BA's) required to gain regulatory agency approvals of the project, as well as provide additional support to expedite their review and ultimate issuance of permits. A more detailed description of our work program is outlined below.

SCOPE OF WORK

Task 1 – Update Delineation of Waters of the U.S. and state of California. KMA will conduct field work to update the wetland delineation on the study area (Michael Baker International, 2016) to confirm the identified locations of potential jurisdictional areas subject to the regulatory authority of the U.S. Army Corps of Engineers (Corps) under Section 404 of the Clean Water Act are consistent with their findings. Mapped waters of the State subject to Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), and California Coastal Commission requirements will also be evaluated in the field and updated as needed.

Waters of the U.S. and State of California will be identified in accordance with the methods described in the Corps' *Wetland Delineation Manual* (Environmental Laboratory, 1987) and *Arid West Regional Supplement* (2008). We will produce an updated delineation map and report that tiers off the 2016 document and provides the methods and results of the supplemental investigation. Data

sheets and site photographs will be included as appropriate. The findings will be used as the basis for the impact analysis that will be provided to each agency as part of the permit application packages.

Task 2 - Clean Water Act Section 404 Nationwide Permit Application. This task involves the preparation of a Corps Section 404 Nationwide Permit (NWP) application for impacts to onsite waters of the U.S. This scope assumes the project will qualify for an NWP since impacts to waters of the U.S. are expected to be less than 0.5 acre and no more than 300 linear feet of stream channel would be affected, which is the threshold of the Corps' Nationwide Permitting process. KMA will prepare the application and necessary supporting documents and graphics, and will utilize construction plans to be prepared by the CCSD team for the final impact assessment. Additional time is included under separate tasks below to work with the project team to provide technical design assistance to finalize the project description as well as prepare other necessary documents to meet regulatory agency requirements. We will provide you a completed application package for review prior to submittal to the Corps. Once the application package has been reviewed, you will then need to sign the application form and provide the necessary application fee.

As detailed below, a Habitat Mitigation and Monitoring Plan and two separate Biological Assessments will also be required as part of the permitting process. We will also help facilitate permit issuance by working with the Corps to answer questions and provide supplemental project information during their review of project materials and consultation with other federal agencies. Upon receipt of the Corps 404 permit, we will review the document on your behalf to identify any problematic or unexpected mitigation requirements about which we may wish to negotiate prior to acceptance. In addition, the project will need to comply with Section 106 of the National Historic Preservation Act of 1966, and assume a project-specific cultural resources report will be provided by the CCSD that will be adequate for the Corps' Section 106 consultation requirements with the State Historic Preservation Office.

Task 2.1 – Compensatory Habitat Mitigation and Monitoring Plan - As a component of the regulatory agencies permitting requirements, impacts to jurisdictional areas must be mitigated to ensure a no net loss of waters of the U.S. and state of California, and CDFW jurisdictional areas. The California Coastal Commission will also likely review this document as part of their Coastal Development Permit issuance. The regulatory agencies require an HMMP as a component of the permit applications that follows all current regulatory guidance to support permit application submittals. We will work with the project team to design the mitigation area(s) onsite, but additional area may be required at an offsite location depending on the final impact calculations. We will also make sure this document is consistent with any California Environmental Quality Act (CEQA) requirements associated with the project.

Task 2.2 – Biological Assessments – Projects acquiring federal permits such as a Clean Water Act Section 404 permit from the Corps are required to analyze actions that “may affect” a federally listed species or protected resources such as critical habitat before a federal agency (in this case the Corps) can issue a permit. This analysis is documented in a Biological Assessment that is provided to the Corps for them to initiate consultation with the appropriate federal agencies pursuant to Section 7 of the Endangered Species Act. Two Biological Assessments will be required for this project since the Corps is anticipated to consult with two federal agencies including the U.S. Fish and Wildlife Service (USFWS) for the California red-legged frog and tidewater goby, and National Marine Fisheries Service for steelhead trout. The BA's will be prepared consistent with guidelines contained in 50 CFR Section 402.12(f), and will include the detailed project description provided by the CCSD, and an assessment of the project to affect federally protected resources. Results of past

investigations on the site and in the region will aid in a cumulative effects analysis to support permit issuance. The expected outcome of the Section 7 consultation process will be the issuance of a Biological Opinion from USFWS and a Biological Opinion from NMFS allowing the project to proceed with specific avoidance and minimization measures, and incidental take limits of the protected resources during construction.

An early consultation phase with the regulatory agencies will be important to help streamline their review process, and we assume email correspondence, phone calls and onsite meetings may be needed. In addition, a pre-application meeting is now required by the RWQCB, and several rounds of review and potentially additional analysis may be required depending on regulatory agency guidance through the Corps' Section 7 consultation process.

Task 3 – Clean Water Act Section 401 Water Quality Certification Application. This task involves preparation of a Clean Water Act Section 401 Permit (Water Quality Certification) application. Any project that may result in fill or physical changes to Waters of the U.S. and State of California is required to be reviewed and approved by the RWQCB. As stated above, the RWQCB requires a pre-application meeting, and we will schedule and attend the meeting assuming it will be held in their San Luis Obispo office. For drafting the application package, we will utilize final construction documents and prepare any additional supporting graphics. Once the application package is complete, we will provide it to the team for review and comment. Once we have finalized the application for submittal to the RWQCB, you will need to sign it and provide the appropriate fee. We will calculate the anticipated RWQCB fee, and assume that you will pay the application fee directly to the RWQCB upon application submittal.

We will coordinate with the RWQCB to track progress of the permit approval. Similar to the Corps permitting process detailed above, supplemental information may be requested during their review of the project materials. The 401 Water Quality Certification cannot be finalized until the Corps issues the 404 permit. Please note that the RWQCB is a state agency and will need proof that the CEQA process has been completed with an approved and adopted Final Environmental Impact Report and all necessary CEQA requirements such as a Notice of Determination completed prior to permit issuance. Upon receipt of the 401 permit, we will review the document on your behalf to identify any problematic or unexpected mitigation requirements about which you may wish to negotiate with the agency.

Task 4 – California Department of Fish and Wildlife Streambed Alteration Agreement. Impacts to San Simeon Creek and its associated riparian corridor to construct the project will require the issuance of a Streambed Alteration Agreement (SAA) pursuant to California Fish and Game Code section 1600 et seq. Alterations to a creek's bed, banks or associated vegetation fall under the jurisdiction of the CDFW. Therefore, an agreement is needed for any riparian habitat alteration or modification to the creek's channel. The CDFW has moved to an online portal for their SAA review. We will complete the online application and upload all supporting documentation, and you will have time to review the submitted information prior to finalizing and submitting payment. Once you have reviewed the application materials, you will then need to pay the application fee directly to CDFW upon final submittal.

We will track the progress of application approval, and answer questions and provide supplemental information to CDFW as needed. We will utilize the HMMP and other technical documents prepared for the project and submit them as attachments to the SAA application. The CDFW, since they are a state agency, will also require proof that the CEQA process has been completed and the

environmental filing fee has been paid prior to permit issuance. Upon receipt of the draft SAA, we will review the document on your behalf to identify any problematic or unexpected mitigation requirements about which you may wish to negotiate with the CDFW prior to acceptance.

Task 5 – Technical Support to Project Team. We will provide as-needed technical support to the project team to finalize construction plans and the project description as they pertain to the work that may impact jurisdictional areas. Our involvement would be on a time and materials basis to ensure construction documents are consistent with the biological analysis to support the permitting efforts. For developing this cost estimate, we have assumed upwards of five meetings would be held in Cambria and additional remote meetings (i.e., Zoom, email and phone calls) would occur during the course of the work program.

COST ESTIMATE

We propose to complete the above scope of work on a time and materials reimbursement basis against an estimated budget of \$85,860. Please refer to the attached cost estimate for further detail. Expenses for vehicle reimbursement, field equipment and report/application package production costs are also included. Additional tasks not included above would be completed following written authorization on a time and materials basis consistent with our standard fee schedule and contract terms.

Thank you for the opportunity to provide environmental consulting services for this project. If you have any questions regarding this proposal, please call me directly.

Sincerely,

KEVIN MERK ASSOCIATES, LLC



Kevin B. Merk
Principal Biologist

*Attachments Cost Estimate Spreadsheet
 Standard Fee Schedule*

**Cambria Community Services District's Sustainable Water Facility
Budgetary Cost Estimate for Environmental Services:**

Task	Cost	Hours	Principal Biologist	Senior Biologist	GIS Specialist	Admin
			\$150/hr	\$125/hr	\$105/hr	\$65/hr
Task 1 - Update Wetland Delineation	\$11,745	89	40	32	16	1
Task 2 - Clean Water Act Section 404 Nationwide Permit	\$11,545	89	32	40	16	1
2.1 - Compensatory Habitat Mitigation and Monitoring Plan	\$12,335	95	32	48	14	1
2.2 - Biological Assessments - 1 for USFWS and 1 for NMFS	\$19,845	153	44	92	16	1
Task 3 - Clean Water Act Section 401 Water Quality Certification	\$10,035	75	32	38	4	1
Task 4 - CDFW Streambed Alteration Agreement	\$9,185	69	28	36	4	1
Task 5 - Technical Support to Project Team	\$8,670	62	48	8	2	4
Expenses (Vehicle, Field Equipment, Report/Permit App Production)	\$2,500					
Total Budget Estimate	\$85,860	632	256	294	72	10



Kevin Merk Associates, LLC

CCSD SWF Project Environmental Permitting Schedule Estimate

Task	April	May	June	July	August	September	October	November	December	January	February	March
1 - Update Wetland Delineation												
2 - Clean Water Act Section 404 Nationwide Permit												
2.1 - Compensatory Habitat Mitigation and Monitoring Plan												
2.2 - Biological Assessments - 1 for USFWS and 1 for NMFS												
3 - Clean Water Act Section 401 Water Quality Cert.												
4 - CDFW Streambed Alteration Agreement												
5 - Technical Support to Project Team												





KEVIN MERK ASSOCIATES, LLC

Standard Fee Schedule for Environmental Services

The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Rate</u>
Principal	\$ 150/hour
Senior Associate	\$ 125/hour
Biologist	\$ 115/hour
Graphics, GIS Technician	\$ 105/hour
Word Processor/Administrative Assistant	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony will be charged at a rate of \$300/hour.

<u>Representative Equipment</u>	<u>Unit Rate</u>
Sound Level Meter	\$100/day
Hypsometer	\$ 50/day
Wind Meter	\$ 25/day
Temperature-pH-Conductivity Meter	\$ 25/day
GPS (sub-meter precision)	\$150/day
Infrared/Wildlife Camera	\$ 50/day

Photocopying and Printing

Photocopies will be charged at a rate of \$0.15/copy for single-sided copies and \$0.25 for double-sided copies. Colored copies will be charged at a rate of \$1.50/copy for single-sided and \$2.50/copy for double-sided or 11x17" copies.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to the following.

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc.
2. Vehicle use in company-owned two wheel drive vehicles will be billed at a day rate of \$85/day and \$125/day for 4x4 vehicles plus \$0.85/mile over 50 miles per day. Rental vehicles will be billed at cost plus 15%. For transportation in employee owned automobiles, a rate of \$0.85/mile will be charged.



Kevin Merk Associates, LLC

KEVIN B. MERK

Principal Biologist

Kevin Merk is the founding principal of Kevin Merk Associates, LLC. With nearly 20 years of environmental consulting experience, Kevin has directed, managed, and conducted hundreds of natural resource and environmental studies throughout California. Mr. Merk has a diverse background in the biological sciences with expertise in plant taxonomy, quantitative vegetation analysis, habitat classification/evaluation procedures, surveys for special status species, habitat restoration and biotechnical erosion control. His work experience includes general biological and species-specific surveys, U.S. Army Corps of Engineers and California Coastal Commission wetland delineations, as well as permit acquisition and regulatory compliance. He has prepared, implemented and monitored habitat mitigation/restoration projects throughout California. Mr. Merk is a well-versed regulatory specialist that provides a balance between rigorous scientific documentation, environmental regulatory requirements and project development goals and objectives. Prior to founding Kevin Merk Associates, Mr. Merk was a program manager for an environmental consulting firm in the Central Coast region.

TECHNICAL CAPABILITIES

- Mr. Merk has an in-depth knowledge of the California flora and protocols for surveying rare, threatened and endangered plant species.
- He has conducted floristic surveys and mapped vegetation communities for private, state and local government clients including California State Parks, California State University System, Fort Ord Reuse Authority, Cities and Counties of Monterey, San Luis Obispo, and Santa Barbara, and Cities of Arroyo Grande, Lompoc, Sand City, Santa Maria and Scotts Valley.
- Mr. Merk has also conducted rare wildlife surveys throughout California for species such as the California tiger salamander, California red-legged frog, western spadefoot toad, legless lizard, horned lizard, burrowing owl and other raptors and nesting birds.
- Mr. Merk has conducted multi-parameter wetland delineations throughout the state including within the Coastal Zone, and is an expert in environmental regulation compliance (e.g., Endangered Species Act, Clean Water Act, Coastal Development Act, California Department of Fish and Game Code, Porter-Cologne Act).

EDUCATION, CERTIFICATIONS, REGISTRATIONS

B.A. Biology (Plant Sciences), University of California, Santa Cruz

40 Hour OSHA HAZWOPER Training and 8 eight-hour annual refresher courses

Hydrogeomorphic Approach to Functional Assessment of Riverine Waters/Wetlands in the South Coast Region of Santa Barbara County

Biology and Handling Trainings for California red-legged frog, California tiger salamander, and Santa Cruz long-toed salamander

U.S. Army Corps of Engineers Wetland Delineation Training

California Native Plant Society

California Botanical Society

California Invasive Plant Council

Society for Ecological Restoration

American Public Works Association

International Erosion Control Association

Wildlife Society, Western Chapter

EMPLOYMENT HISTORY

Kevin Merk Associates, LLC, Founding Principal Biologist (2011 through present)
 Rincon Consultants, Inc., Biological Program Manager (2000-2011)
 Zander Associates, Senior Botanist/Restoration Ecologist (1995 through 2000)
 University of California, Santa Cruz Natural Resource Assessment Group, Botanist (1993-1995)
 Greening Associates, Restoration Ecologist (1991-1992)

REPRESENTATIVE PROJECT EXPERIENCE

Biological Resources

- Coastal Christian School Biological Resources Assessment, mapped/classified vegetation, conducted rare plant and California red-legged frog surveys, delineated USACE wetlands, and supported architect/design team during planning and CEQA review process, San Luis Obispo County.
- More Mesa Biological Resources Inventory, conducted rare plant surveys, mapped vegetation communities and delineated USACE and Coastal Commission wetlands, Santa Barbara County
- May Family Trust Biological Resources Assessment, mapped/classified vegetation, conducted rare plant surveys, delineated USACE wetlands, and assisted design team during planning and CEQA review process, San Luis Obispo County.
- Harmony Ranch Biological Resources Assessment, mapped/classified vegetation, conducted rare plant and California red-legged frog surveys, delineated USACE and Coastal Commission wetlands, and assisted design team during development planning process, San Luis Obispo County
- Mormann Property Biological Resources Assessment, mapped/classified vegetation and conducted rare plant surveys, San Luis Obispo County
- Laetitia Winery Biological Resources Assessment, Rare Plant Surveys, USFWS California red-legged frog surveys and wetland delineation, San Luis Obispo County
- Mahoney Ranch Biological Resources Assessment and Constraints Analysis, Santa Maria
- Birch Street Development project rare plant surveys and California red legged frog surveys in support of Coastal Development Permitting process, Cayucos, San Luis Obispo County
- Santa Rosa Creek Trail project rare plant surveys and habitat assessments for California red-legged frog, pond turtle, steelhead and tidewater goby, Cambria
- Pecho Valley Road Property vegetation classification, rare plant surveys and USFWS protocol Morro shoulderband snail surveys, Los Osos, San Luis Obispo County
- Grover Beach-Five Cities Trail Constraints Analysis, City of Grover Beach

Focused Botanical Surveys

- More Mesa Botanical Inventory and Wetland Delineation, Santa Barbara County
- Bradley Ranch Botanical Inventory and Wetland Delineation, Santa Maria
- Mahoney Ranch Botanical Inventory and Wetland Delineation, Santa Maria
- Pismo Lake Ecological Reserve Botanical Inventory, San Luis Coastal RCD
- Harmony Headlands Botanical Inventory, California State Parks
- Sheridan Lane Botanical Inventory, San Luis Obispo County
- Chevron Estero Marine Terminal Rare Plant Surveys and Wetland Delineation, San Luis Obispo County
- Biddle Ranch Rare Plant Surveys and Wetland Delineation, San Luis Obispo County
- Tract 1998 Rare Plant Surveys for Pismo Clarkia, City of Arroyo Grande
- James Way Fuel Modification Project Rare Plant Surveys, City of Arroyo Grande

- Jones' Harmony Ranch Project Rare Plant Surveys and Wetland Delineation, San Luis Obispo County
- Highland Ranch Rare Plant Surveys, San Luis Obispo County
- San Miguel Ranch Rare Plant Surveys and Wetland Delineation, San Luis Obispo County
- Continental Vineyards Rare Plant Surveys and Wetland Delineation, San Luis Obispo County
- Chandler Ranch Rare Plant Surveys, City of Paso Robles
- Various focused surveys for the rare Morro Manzanita in Los Osos

Focused Animal Surveys

- Salinas Road Interchange Project, Caltrans Designated Biologist conducted California red-legged frog and California tiger salamander aquatic surveys. Captured and relocated over 10,000 life stages of California red-legged frog during construction, Monterey County
- Santa Maria Integrated Waste Management Facility, USFWS protocol Vernal Pool Branchiopod and California Tiger Salamander Surveys (upland and aquatic) on 1,770-acre site in northern Santa Barbara County.
- Mahoney Ranch USFWS protocol California red-legged frog and California tiger salamander surveys, Santa Maria, Santa Barbara County
- Biddle Ranch USFWS California red-legged frog surveys and California tiger salamander habitat assessment, San Luis Obispo County
- Union Valley Parkway USFWS California red-legged frog and California tiger salamander surveys (upland and aquatic), Santa Maria, Santa Barbara County
- Monarch butterfly annual population censusing surveys for populations in Santa Cruz County from Natural Bridges to Capitola, University of California Santa Cruz
- Birch Street Project USFWS California red-legged frog surveys and Monarch butterfly habitat assessment, Coastal Development Permitting, Cayucos, San Luis Obispo County
- San Joaquin Kit Fox Habitat Evaluations for numerous projects ranging from winery expansion to telecommunication projects, northern San Luis Obispo County and southern Monterey County

CEQA and NEPA Compliance Documents (primary author of Biological Resources Sections)

- Ahmanson Ranch General Plan Amendment and Specific Plan EIR, Ventura County
- Keysite 3 EIR Biological Resources Section, Santa Barbara County
- Rancho Maria Estates EIR Biological Resources Section, Santa Barbara County
- Union Valley Parkway EIR/EA, City of Santa Maria
- Santa Maria Integrated Waste Management Facility EIR, City of Santa Maria
- Santa Maria Airport Specific Plan EIR, City of Santa Maria
- Mahoney Ranch Environmental Assessment (EA), City of Santa Maria
- Tract 1998 Rancho Grande EIR and supplements, City of Arroyo Grande
- COG Residential Development Project EIR, San Luis Obispo County
- Biddle Ranch Agricultural Cluster Subdivision EIR, San Luis Obispo County
- Chevron Estero Marine Terminal Source Removal Project EIR, San Luis Obispo County
- Downtown Specific Plan EIR, City of Scotts Valley, Santa Cruz County

Regulatory Compliance and Construction Monitoring

- Salinas Road Interchange, Senior Biologist overseeing environmental permit compliance during construction, Caltrans District 5 through DeSilva Gates Construction
- Cross Creek Bridge Replacement, prepared and implemented riparian habitat restoration plan, monitored construction and restoration activities to comply with Coastal Development Permit, Malibu, Los Angeles County

- Surfer's Point Shoreline Retreat Project, prepared Coastal Dune Habitat Restoration Plan in support of Coastal Development Permit acquisition, City of Ventura
- North of Playa Habitat Conservation Plan, Sand City, Monterey County. Prepared HCP, implemented coastal dune restoration program and Conservation Strategy for Smith's blue butterfly, and oversaw construction activities including environmental awareness training. Implemented HCP monitoring program for five years and prepared annual reports.
- Cherry Creek Residential Development, conducted USACE wetland delineation, prepared USACE, CDFG, and RWQCB permit applications, monitored construction, Arroyo Grande
- Bach Hotel, conducted USACE wetland delineation, prepared USACE, CDFG, and RWQCB permit applications and habitat mitigation program, City of Buellton
- Highway 46 East Improvement Project, Senior Biologist overseeing environmental permit compliance during construction, Caltrans District 5 through Papich Construction
- Union Valley Parkway, prepared EIR/EA, BA, ESA Section 7 Consultation, Designated Biologist overseeing environmental permit compliance during construction, Caltrans/City of Santa Maria Local Assistance Project
- Biddle Ranch Agricultural Cluster Subdivision Project, County of San Luis Obispo designated environmental monitor overseeing construction of roads and infrastructure improvements
- California State University, Channel Islands, biological studies and wetland delineation, prepared habitat mitigation program and USACE, CDFG and RWQCB permit applications, monitored construction, implemented habitat mitigation program and monitored for five years, Ventura County
- Damon Garcia Sports Complex Project, conducted focused studies including California red-legged frog surveys and wetland delineation, prepared habitat mitigation program and USACE, CDFG and RWQCB permit applications, monitored construction and implemented habitat mitigation program, City of San Luis Obispo
- Santa Maria River Mining, CDFG and Department of Conservation permit acquisition, monitoring and annual permit compliance reporting, City of Santa Maria
- Bret Harte Unified High School District Sports Fields Complex, conducted wetland delineation, prepared habitat mitigation program and USACE, CDFG and RWQCB permit applications, Calaveras County

Open Space Management Plans

- Bailey Wetland Area Management Plan, City of Lompoc, Santa Barbara County
- Leffingwell Ranch Open Space Resource Management Plan, Cambria, San Luis Obispo County
- East West Ranch Public Access and Resource Management Plan, Cambria, San Luis Obispo County

Teaching

- Workshop Instructor - California Native Plant Society Rare Plants and Habitats of San Luis Obispo County (separated into coastal and inland sections)
- Workshop Instructor/Field Coordinator - Elkhorn Slough Coastal Training Program's Management and Conservation of Coastal Grasslands
- Guest lecturer - CalPoly Natural Resource Management and Landscape Architecture Departments
- Teaching Assistant - Ecology of California Flora, Plant Anatomy, Plant Taxonomy, Plant Physiology, Mycology, and Plants and Human Affairs, University of California, Santa Cruz
- Presenter - Association of Environmental Professionals state and national conferences; Society of Ecological Restoration annual conferences, and International Erosion Control Association conferences

March 30, 2022

MEMORANDUM

To: Ray Dienzo and Melissa Bland, Cambria Community Services District
From: Gus Yates, Senior Hydrologist
Re: Groundwater Analysis and WRF Permitting Support in 2022

The Adaptive Management Plan annual report completed earlier this month indicated the need for additional groundwater modeling and permitting support services of the type I have been providing over the past two years. Specific tasks that may be needed during the remainder of calendar year 2022 are described below.

Scope of Work

Task 1. Simulate Alternative Lagoon Discharge Locations and Rates

Recent modeling for the annual report included a limited test of varying the rate of the lagoon discharge that would be made whenever the WRF is operating. A more complete investigation of the effects of implementing alternative locations or rates of discharge is needed. The model is presently configured to easily implement a discharge to San Simeon Creek opposite well 9P7. This task would consist of a systematic comparison of two discharge rates at that location and at the original location (just above the lagoon) for two of the WRF operating scenarios simulated for the annual report. Additional model output showing percolation rates downstream of the discharge point will be presented.

Deliverable: Technical memorandum

Task 2. Simulate Additional WRF Operating Scenarios

This task allows for up to six simulations testing new combinations of WRF operation, stream flow conditions and irrigation pumping conditions. It is expected that these will consist of variations in input time series within the existing general modeling framework (22 month simulation period using semi-monthly stress periods) and using the existing model structure (grid, boundary locations, etc). Details of the additional scenarios are to be determined.

Deliverable: Technical memorandum describing scenario inputs and results.

Task 3. Analyze Historical Well 16D1 Water Levels

The historical patterns of dry-season water-level declines at Well 16D1 near the upper end of San Simeon Creek lagoon will be plotted and quantitatively characterized. Based on the historical range of water levels, monthly criteria will be developed that can be applied during future WRF operation to determine whether the project is causing a decline in water levels that would decrease inflow to the lagoon.

Deliverable: Brief technical memorandum

Task 4. Develop Monitoring Program for Periods of WRF Operation

It is advisable to monitor groundwater levels and stream/lagoon flow during future periods of WRF operation as a hedge against uncertainty in recent modeling predictions of potential effects. A monitoring program will be developed that will include locations and frequencies of measuring water levels in wells, stage and flow in San Simeon Creek and lagoon, pumping by other basin users, and possibly beach berm parameters. Methods for interpreting the data will be presented along with criteria for triggering mitigation measures to avoid impacts.

Deliverable: Technical memorandum

Task 5. Participate in Internal and External Meetings Related to CDP Permitting

This task consists of participating in internal team meetings (CCSD staff and other consultants) averaging two hours per month, plus preparation time. In addition, participation in two external meetings (with agency staff) are anticipated and budgeted at two hours each (plus Powerpoint preparation time). All meetings are assumed to be by videoconferencing.

Deliverables: meeting participation and Powerpoint presentations.

Task 6. Draft or Review Documents Related to CDP Permitting

The CDP permitting process is likely to include submittal of project descriptions, monitoring reports, planning documents and responses to agency questions. For this task, a total of 20 hours of effort is budgeted to draft or review such documents.

Deliverables: new text or edits for various permit-related documents, as needed

Cost Estimate and Schedule

The estimated cost for completing the tasks is \$39,314. Details of the cost assumptions are presented in Table 1. Schedules for individual tasks are to be determined, but the anticipated overall period covered by this scope of work is April-December 2022.

Table 1. Cost Estimate for Cambria CSD Groundwater Analysis and Permitting Support

Todd Groundwater													
	Iris Priestaf	Gus Yates	Nicole Grimm	Drafting /GIS		Admin	Total Hours	Total Labor Costs	2% Communications Fee	Travel	Equipment	Markup on ODC's	Total Labor and Expenses
				Sr. Hydrologist	Staff Geologists								
Task 1: Simulate alternative lagoon discharge locations and rates													
	PM	\$245	\$150	\$140	\$130							15%	
		17	0	3	0	20	\$4,585	\$83	\$0	\$0	\$0	\$0	\$4,668
Subtotal Task 1:													
Task 2: Simulate other WRF operational scenarios													
		38	8	3	1	51	\$11,320	\$215	\$0	\$0	\$0	\$0	\$11,535
Subtotal Task 2:													
Task 3: Analyze historical 16D1 water levels													
		2	6	0	0	8	\$1,390	\$28	\$0	\$0	\$0	\$0	\$1,418
Subtotal Task 3:													
Task 4: Develop monitoring program for periods of WRF operation													
		25	0	3	0	29	\$6,805	\$128	\$0	\$0	\$0	\$0	\$6,933
Subtotal Task 4:													
Task 5: Participate in internal and external meetings													
		37	0	0	0	38	\$9,325	\$187	\$0	\$0	\$0	\$0	\$9,512
Subtotal Task 5:													
Task 6: Draft/review sections of CDP permitting documents													
		21	0	0	0	21	\$5,145	\$103	\$0	\$0	\$0	\$0	\$5,248
Subtotal Task 6:													
Todd Project Total													
		140	14	9	1	334	\$38,570	\$744	\$0	\$0	\$0	\$0	\$39,314

RESOLUTION NO. 21-2022
April 14, 2022

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE FISCAL YEAR 2021/2022 BUDGET

WHEREAS, on August 19, 2021, the Board of Directors adopted Resolution 30-2021 approving the Final Budget for Fiscal Year 2021/2022; 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 2021/2022 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the Fiscal Year 2021/2022 Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of April, 2022.

Donn Howell
Board President

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Administrative Analyst – HR & IT

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT
 2021-2022 FISCAL YEAR BUDGET
 RECOMMENDED BUDGET ADJUSTMENT

Budget Adjustment				Sources	Uses
Fund	Date	Agenda Item	Purpose		
WRF - Capital			Funding from WRF Capital Reserves	\$ 152,174	\$ -
WRF - Capital			Section 7 ESA	\$ -	\$ 152,174
			Fund Sub-Total	\$ 152,174	\$ 152,174
			Difference (unidentified sources of funding)	\$ -	

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.C.**

FROM: John F. Weigold IV, General Manager

Meeting Date: April 14, 2022Subject: Discussion and Consideration of
Resolution 20-2022 Finalizing Changes
to the Board and Standing Committee
Bylaws

RECOMMENDATIONS:

It is recommended that the Board of Directors consider adoption of Resolution 20-2022 to finalize changes to the Board and Standing Committee Bylaws.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

In accordance with the Cambria Community Services District Board Bylaws, the Board is required to review the Bylaws annually. The Board will receive a report from the Board Bylaws Ad Hoc Committee and discuss and consider changes to the Board and Standing Committee Bylaws. A Resolution has been prepared amending the Bylaws with any changes for consideration by the Board.

Attachment: 1. Resolution 20-2022
2. Notes on Bylaw Revisions
3. Board Bylaws Revisions
4. Standing Committee Bylaw Revisions

RESOLUTION NO. 20-2022
April 14, 2022

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAMBRIA
COMMUNITY SERVICES DISTRICT AMENDING
THE CAMBRIA COMMUNITY SERVICES DISTRICT BYLAWS**

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

The Cambria Community Services District Bylaws attached hereto as Exhibit A and incorporated herein by this reference are hereby approved.

PASSED AND ADOPTED this 14th day of April, 2022.

Donn Howell, President
Board of Directors

APPROVED AS TO FORM:

Timothy J. Carmel
District Counsel

ATTEST:

Haley Dodson
Administrative Analyst – HR & IT

Ad Hoc Committee on Bylaws Report

An ad hoc Committee, consisting of Directors Gray and Dean, was assigned to review the existing Board and Standing Committee Bylaws and come back to the Board with any suggested revisions or updates.

Notes on Bylaw Revisions

- I. CCSD Board Bylaws
 1. General revisions:
 - a. Changes to bring consistency to referencing of Board members. Existing bylaws use terms “Director(s)” and “Board Member(s)” interchangeably. The ad hoc committee has opted to use “Board member(s)” for all such referencing. (Lower-case “m” reflects the fact that “Board member” is not an official title).
 - b. Changes to correct typographical errors, pronoun-agreement errors (i.e., “their” referring to a single Board member), closed spaces between words, and other “clean-up” tasks. We also eliminated heading “2.2 Reserved” on the “Meetings” section.
 2. Specific revisions/additions:
 - a. “Board of Directors” added to title for accuracy (and to distinguish these bylaws from those for the Standing Committees).
 - b. New Section 2.4 added to set policy for attendance at Board meetings and for declaring vacancies in cases of repeated, unexcused absences. The wording here is a condensed version of the CSDA model Policy 4100, with a less restrictive threshold for excused absences. Current bylaws have no policy in this area.
 - c. New Sections 2.5 through 2.9, governing the rules for conduct of meetings, voting, and recording of meetings by the public. All these sections were in the 2013 Board bylaws and, in the opinion of the ad hoc committee, should be reinstated here to formalize current practices (e.g., regarding roll-call votes), clarify rules regarding quorums and abstentions, and ensuring that recording activities do not interfere with conduct of meetings.
 - d. New Section 3.3 added (also from 2013 bylaws) to note that emergency actions can be taken without inclusion on the Agenda as long as Brown Act procedures are followed.
 - e. Language added to Section 4.1 to note that the position of Board Secretary can be filled (as is currently the case) by a CCSD employee rather than a member of the Board.
 - f. Section 5.3 in “Members of the Board of Directors) is revised to clarify the rule on appropriate activity by Board members regarding an action already taken by the Board. First, language is added to specify that the rule applies to *final* action on a matter before the Board and not, for instance, to the just one of multiple Board votes that are needed in some cases (e.g., resolutions, actions requiring a

related budget adjustment, etc.). Second, the phrase “create barriers to” implementation is replaced by “interfere with,” as, in our view, more clearly describing the type of activity that this section aims to discourage.

- g. In “Board Bylaw Review Policy” (11.1), the requirement of annual Bylaw review in January is retained, but the February deadline for Board consideration of revisions is eliminated to afford the Board greater flexibility. The rule as revised also allows the Board to consider revisions at any time.

II. Standing Committee Bylaws.

1. General revisions:

- a. Changes for consistency in punctuation, capitalization and typefaces. Multiple listed items, for instance, were given the same format throughout. Superfluous underlining was eliminated, and italic type was used for titles of Rosenberg’s and Robert’s rules. Typeface was converted to the same one (Colibri 14-point) used for Board Bylaws.

2. Specific revisions/additions:

- a. Section 1.2 (under Scope of Responsibility) revised with the addition of “only” before “District-related issues approved and assigned to it by the Board of Directors.” This clarifies and formalizes current practice.
- b. Section 2.3 (appointment of committee chairs) is revised for consistency with Section 3.1.
- c. Section 2.4 is added to set a policy for attendance at Committee meetings and declaring vacancies. It is identical with the new Section 2.4 of the Board bylaws (see above) with one exception – “Board-authorized or Committee-authorized” in place of “Board-authorized” in 2.4.a.
- d. Section 4.5 is revised in a manner identical to Section 5.3 of the Board bylaws (see above).
- e. Section 8.1 is revised to delete language specifying biennial review of Standing Committee bylaws and specific provisions whereby Committee chairs propose bylaw changes to the Board of Directors. (As Board members, the Committee chairs already have the ability to propose such changes as future agenda items). Language on the vote required for a bylaw amendment was also revised to specify that a majority of the Board, not just of a quorum, is required.

Respectfully submitted,

Directors Tom Gray & Karen Dean

CAMBRIA COMMUNITY SERVICES DISTRICT BOARD
OF DIRECTORS 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.
- 1.5 The President or his or her designate shall be the spokesperson for the Board and point person for intergovernmental relations.

2. MEETINGS

- 2.1 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.
- 2.2 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 ~~M~~members may briefly respond to statements or questions from the public; and
- (b) Board ~~M~~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.

2.3 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.

2.4 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 will be 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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 and 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 ~~M~~members acting in open session.
- 3.2 Those items, ~~which are~~ 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 ~~they wish~~ 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 ~~Director~~ 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 ~~Directors~~ Board members will receive all information being distributed.
- 5.2 ~~Directors~~ 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 Individual ~~Directors~~ Board members have the right to disagree with ideas or opinions, while being respectful. Once the Board of Directors takes final action on a matter before it, ~~Directors~~ Board members should not ~~create barriers to~~ interfere with the implementation of said action.
- 5.4 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* 11th 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, ~~Directors~~Board members have no individual authority. As individuals, ~~Directors~~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. ~~Directors~~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 ~~M~~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 ~~M~~member why the information is not or cannot be made available.
- 7.2 Individual Board ~~M~~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 ~~M~~members should be addressed through the General Manager. Individual Board ~~M~~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 ~~M~~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 ~~M~~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. DIRECTOR BOARD MEMBER COMPENSATION
- 8.1 ~~Directors~~Board members may receive compensation of one hundred dollars (\$100.00) for each authorized day of service rendered as a ~~Director~~Board member.
- 8.2 The following are authorized meetings for which a ~~Director~~Board member may be compensated:

- (a) Regular Board meetings.
 - (b) Special Board meetings.
 - (c) Standing Committee meetings of which the ~~Director~~ 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 ~~Director~~ Board member compensation shall not exceed six days of service in any calendar month.
- 8.4 ~~Director's~~ 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 ~~their~~ 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 ~~director~~ 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
- 9.3 Committee Rules:
Members' terms, and method of appointment, along with detailed rules and procedures for committees, are contained in the 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 the Board and committee bylaws.
 - b) Summary notes for each committee meeting shall be forwarded to the CCSD Board of Directors as a public record. A recording of each meeting will be made available on the ~~d~~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

- 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 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.

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, ~~and after which~~ amendments to the Bylaws ~~shall~~ may be considered for adoption by the Board. ~~at the first regular meeting in February.~~

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 ~~M~~member in a private capacity. ~~Each Director~~ All Board members will comply with all Federal and State laws governing their conduct in the performance of their duties ~~as Directors~~.

CAMBRIA COMMUNITY SERVICE 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 the review and deliberation 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 their 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 their ad hoc committees, 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 Board directed policies developed outside the Policy Committee, shall be referred to that committee for assignment of a policy number and formatting as appropriate but will not require further content review or consideration by the Policy Committee

1.7 Standing Committee Statements of Purpose and Responsibilities

1.7.1 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 staff identified potential funding sources available to the District from private, public, County, State or federal entities;
- (e) Support other Standing Committees' fiscal review needs.

1.7.2 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 and 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.

1.7.3 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;
- (b) Identify potential areas of policy needs not currently addressed in the Policy Handbook, develop needs assessment regarding impact due to lack of policy and immediacy of need, and provide to the Board, through the committee chair, for definition of content, consideration of timing needs and

- approval to proceed in policy development;
- (c) Support other Standing Committees' policy review needs.

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 ~~appointed by the President of CCSD Board of Directors, subject to Board approval~~ 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 Ccommittee 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 on the website and 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 Board member who will be 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 aCommittee.

3.3. No member of the committee shall hold more than one office.

3.4. Chairperson ~~D~~uties:

- (a) ~~v~~Vote only in the event of a tie vote,
- (b) ~~p~~Preside over meetings,
- (c) ~~e~~Establish committee meeting agendas, consistent with direction from a majority of the Board of Directors,
- (d) ~~a~~Appoint appropriate ad hoc committees,
- (e) ~~s~~Sign reports,

- (f) ~~Represent~~ the Committee at regular CCSD Board meetings,
- (g) ~~Coordinate~~ with CCSD staff input for agenda preparation for the monthly Committeemeetings,
- (h) ~~Develop~~ a meeting calendar, including joint Committee meetings, to be approved bythe CCSD board.

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 amajority 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 presented and description of any action taken,
 - ~~List~~ of items considered for future agenda,
 - ~~Time~~ of meeting adjournment.

4. COMMITTEE MEMBER GUIDELINES AND AUTHORITY

- 4.1. Members of the Committee and their activities are bound by all applicable provision of theBrown 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.
- 4.5. Committee members have the right to disagree with ideas or opinions, while being respectful. Once the Committee takes final action on a matter before it, individual Committee members should not ~~create barriers to~~ interfere with the implementation of any said action voted upon by the Committee.
- 4.6. Apart from their normal function as part of an advisory resource, committees and their individual members have no authority and may not verbally or by action represent the committee or the CCSD in any policy, act or expenditure.
- 4.7. After two consecutive unexcused absences of a Committee member, the Committee, by a vote of a majority of a quorum of the Committee, may recommend action to the CCSD Board.
- 4.8. 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. Chair shall develop the draft agenda in cooperation with 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 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 District Clerk, and Committee members will receive all information being distributed as part of the normal meeting Agenda.

- 6.3. The Committee shall meet monthly on dates set annually by the Committee, unless otherwise publicly noticed 72 hours in advance. The Committee may call publicly noticed special meetings as needed, with required 24-hour notice.
- 6.4. A majority of all Committee members, including the Chair, 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 majority vote of a quorum 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. All Committee meetings shall be conducted by laws governing open meetings and public participation.
- 6.7. The CCSD General Manager shall determine a staff liaison to the Committee for the purpose of improving the flow of communication.

7. PARLIAMENTARY AUTHORITY

- 7.1. The rules contained in the current edition of ~~Rosenberg's Rules of Order~~ Rosenberg's Rules of Order (and ~~Roberts Rules of Order~~ Robert's Rules of Order 11th 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. The CCSD Board of Directors retains sole authority to amend these bylaws. ~~In addition to reviewing these bylaws in odd numbered years, committee chairpersons may include any urgent suggestions or ideas for changes during their monthly report. The Board of Directors may~~

Board Approved [Date]

~~provide the chairperson direction regarding the suggestion or place the item on a future agenda for consideration.~~ Any amendments must be approved by a majority ~~a quorum~~ of the CCSD Board of Directors.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **7.D.**

FROM: John F. Weigold IV, General Manager

Meeting Date: April 14, 2022	Subject: Discussion and Consideration of Projects to be Proposed for Community Project Funding Via Congressman Carbajal
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RECOMMENDATIONS:

Staff recommends the Board of Directors consider directing staff to propose projects for the Fiscal Year 2023 (FY2023) Community Project Funding and submit project proposals for consideration through the office of Congressman Salud Carbajal.

FISCAL IMPACT:

Depending on the federal account under which the appropriation is made, match funds may be required. Federal match requirements are typically 80/20, meaning the CCSD would be responsible for 20% of the project cost and federal funds would cover the remaining 80%. However, some federal accounts, such as the Bureau of Reclamation, require 50% fund match.

DISCUSSION:

Congress approved the American Rescue Plan which includes Community Project Funding, a supplement to the traditional federal appropriations process that allows for direct project inclusion in federal appropriations bills. Each member of Congress is eligible to submit ten projects from their jurisdictions for consideration. Congressman Salud Carbajal's office has solicited the CCSD for projects to be considered for Community Project Funding. The project proposal deadline is Thursday, April 14, 2022. The District was successful in receiving \$375,000 in funding from this program during the FY2022 federal budget process for the Stuart Street tank refurbishment.

Congressman Carbajal's office has provided a link to an online form where project proposals may be submitted. The request is not a formal grant application. Agencies with projects selected for funding will be invited to complete a grant application with the applicable federal department through which funds have been earmarked. Should a CCSD project be selected for funding, the grant application would be made in accordance with CCSD policy, including review and approval by the Board.

Staff has prepared the attached list of projects for consideration.

Attachment: Exhibit A Earmarks Summary Matrix

Community Project Funding - CCSD Project Summary Eligibility Matrix

Project Title	Project Cost	Funds Requested	Eligibility Criteria			
			Matching Funds Available			Eligible Federal Account
	\$	\$	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	
SST Program - WWTP	7.3M	5.84M	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	Interior & Environment Cttee - EPA STAG
SST Program - Collections	2.4M	2.4M	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A	Dept of HUD - Economic Development Initiative
Advanced Metering Infrastructure	1.75M	875K	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A	Energy & Water Development - USBR
Rodeo Grounds Pump Station Relocation	2.75M		2.75M	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A
San Simeon Well Field Transmission Main Permanent Replacement	3M	3M	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> N/A	Dept of HUD - Economic Development Initiative



Summary of the Policy Committee meeting of March 24th, 2022

Chairperson Harry Farmer called the meeting to order at 3:05PM. All Committee members were present except for Mr Ted Key, so there was still a quorum available to conduct the meeting.

In the Chairman's Report, Chair Farmer gave brief update as to the Board of Directors discussion at their March 10th meeting regarding the role of the Policy Committee, and its intent, expectation and purpose relative to CCSD Board needs.

In approving the Consent Agenda that included the minutes from the January 27th and March 3rd Policy Meetings, an at times disjointed discussion took place. Vice Chair Gordon Heinrichs asked if previous Committee proposals regarding both a Code of Ethics Policy and Climate Change Policy had been forwarded to the Board of Directors for discussion. Ultimately it was determined that while these items had been recommend to be forwarded to the Board, the Board had yet to address and discuss these concerns and then approve returning them to the Policy Committee for further review. Ultimately the Consent Agenda was approved.

Regular Business began with a discussion of topic A. Review the role of Standing Committees as Stated in the Board ByLaws.

Chairperson Farmer referred the Committee members to the Board ByLaws in the Agenda packet, as well as to a written statement by Committee member Ted Key that he had emailed to committee members to promote discussion. Chair Farmer then read the statement aloud for the public who were in attendance. Various committee members commented on the contents of the designated ByLaws, while highlighting the role of the Policy Standing Committee. Members Debra Scott and Jim Townsend acknowledged that the ByLaws were clear in that the Policy Committee needs to be directed by the Board to formulate policies on specific issues. However, it was also noted the Committee does have the authority to suggest topics of importance to the Board that are believed should be adopted as Board policy, but then the Committee must be directed by the Board to move forward regarding writing a policy to therefore be submitted to the Board for discussion and consideration.

Public comment was made by attendee Michael Calderwood, agreeing with the process as outlined by Members Scott and Townsend.

After meaningful and "robust" discussion on this matter, no motion was made.

Item B. Discuss and Recommend to the Board of Directors that the Policy Committee be Directed to Draw up a Code of Ethics Policy for the Cambria CSD.

After relatively minimal discussion, member Townsend moved that the Policy Committee direct Chair Farmer to seek authorization from the Board for the Policy Committee to formulate a draft CCSD Code of Ethics Policy based on the California Special Districts Association (CSDA) Sample Policy number 1030 as a guide. The motion was seconded and unanimously approved.

Item C. Discuss CSDA Policy Number 2300: Emergency Preparedness

Committee Vice Chair Gordon Heinrichs presented this Agenda item. He stated that the CCSD does not currently have an Emergency Preparedness Policy. He also observed that the Policy Committee

has, at a previous meeting, approved the wording of a proposed Emergency Preparedness Policy based on CSDA Policy #2300, with two edits recommended.

Much lively discussion ensued. Ultimately, in Section 2300.3, the words, "including an annual Emergency Evacuation Drill ", were added to the first sentence of this Policy. In Section 2300.9, in the first sentence, the word "annual" was changed to "monthly" in directing the General Manager to provide monthly reports and updates on the progress of the Emergency Preparedness Program.

Public Comment was provided by Mr Calderwood suggesting that this Policy may be overreaching the CCSD Board's authority. Clarification was made that the Policy states that the Board only "authorizes the establishment of an Emergency Preparedness Program". It was also recommended by Vice Chair Heinrichs that various local organizations and agencies be included in designing, activating and testing the Plan.

Committee Member Scott moved that the Emergency Preparedness Policy be approved as amended, and request that Chair Farmer forward the Policy to the Board for consideration. Member Townsend seconded the motion, and it was unanimously approved.

Item D. Discuss and consider restating "Regular Business" as "Old Business" and "New Business" in Policy Committee Agendas.

Chair Farmer asked Member Scott to present the rationale for this change to the Committee members. Member Scott stated that the intent is to provide more clarity to to the public regarding the work of the Committee.

Member Scott then moved to change the current wording regarding "Regular Business" Agenda items to "Old Business" and "New Business" on future Policy Committee Agendas. The motion was seconded by member Claudia Harmon Worthen and passed unanimously.

Under Future Agenda Items, Member Worthen suggested the Policy Committee direct Chair Farmer to request the Board of Directors authorize the Policy Committee to provide a draft Climate Change Policy to the Board for consideration.

The meeting was then adjourned by Chair Farmer at 4:51 PM.

The next Policy Committee meeting is scheduled for Thursday, April 28th at 3PM via Zoom.

This summary written and submitted by Board Director Harry Farmer.

Resources & Infrastructure Committee Report
April 14, 2022 CCSD Board Meeting

The Resources & Infrastructure Committee held its regular meeting via Zoom on March 14, 2022 @ 2:00 pm. All committee members were present. Staff present were Board Secretary Ossana Terterian, General Manager John Weigold, and District Engineer/Utilities Manager Ray Dienzo.

Committee member James Webb gave an informational report on the California Marine Protection Areas off our coastline. The State came out with a report on their ten year management review of the reserves adjacent to Cambria and San Simeon. Their studies show that since the reserves were created in 2007 there has been an increase in the abundance and diversity of marine life. There are many more species that were found, and they are larger than what is seen outside of the marine reserve areas.

Utilities Manager Ray Dienzo reported on the timeline of the steps taken to construct, and bring to completion, the temporary water line for the San Simeon Water Main break, the estimated costs of the repair, and the procedure for going forward towards the permanent pipeline replacement. This process will involve design alternatives, environmental studies, permitting, bidding, and construction.

An update was received about Zero Liquid Discharge Brine Waste and a possible Pilot Study. This would be a study of a project by Global Water Innovations (GWI) that could process brine waste to remove 95% of the liquid and leave just a "salt oatmeal" that could be disposed of at a landfill. There is a grant opportunity through National Alliance for Water Innovation for a small scale pilot project performed by Global Water Innovations with GWI providing the 50% cost share if the District is interested in applying to participate in the the pilot project. An Adhoc Committee was formed consisting of Committee Members Webb, Siebuhr, and Thomas, to further research this option as well as other possible brine waste disposal alternatives.

The wastewater infrastructure projects that had been addressed through the PGE SST IGA, and were being considered for the proposed Prop 218, were discussed in detail.

The Committee discussed and considered appointing Vice Chair David Pierson as liaison to the Finance Committee. This appointment was unanimously approved.

Meeting was adjourned at 3:23pm

Respectfully submitted,
Director Karen Dean, R&I Committee Chair

Summary of the Board of Directors meeting of the Friends of the Fiscalini Ranch Preserve on
Tuesday, March 8th, 2022

The meeting began with a report from Facilities and Resources Supervisor Carlos Mendoza that a number of trees on the Ranch have recently died due to the drought. Two large dead pine trees were taken down on the East Ranch, taking one and a half days to cut up and chip. The chips were placed on the dog park and the Trenton trail. Trees have also been cut down in the Victoria Way area, and even healthy trees have been uprooted by recent heavy winds. Also, a railing on the fence in the dog park area was hit by a car and damaged, ultimately being repaired by the contractor who originally built the fence.

Executive Director Kitty Connolly stated that SLO County Planning has recently voiced concern over the Boardwalk that is proposed from the Bluff Trail to the Emergency Fire Road, and it being placed in a wetlands area. She said hopefully this potential obstacle to the project could be worked out during the permitting process. She also reported on the ceremony that took place on the Ranch on Saturday, February 19th. The Fiscalini Ranch is now part of the nationally recognized Old Growth Forest Network, an organization that acknowledges forests that have been preserved throughout the country for public enjoyment. A plaque commemorating this happening has been mounted on a piece of Monterey Pine harvested from the Ranch and is available for viewing at the FFRP office at 604 Main Street in the West Village. In addition, it appears that the location to build a nursery to grow native plants and Monterey Pines to be planted on the Ranch has been finally found on the CCSD Facilities and Resources area on Rodeo Grounds Road. One real advantage to this spot is that a non potable water source is available just feet away.

Board Chair John Nixon began his report by thanking everyone involved in various activities on the Ranch. He then remarked that the attorney hired to address encroachment issues on the Ranch has a very full plate, and this item will be revisited at the April meeting. He then requested a discussion to determine how climate change is affecting the Ranch, and is the maintenance of the forested areas on the Ranch in any way impacting the climate crisis? The fact was pointed out that a recent report stated that California was in its worst drought in 1200 years. Ultimately it was determined that perhaps the best approach would be to do tree planting as often as possible while continuing to maintain forest health, and to promote and provide the best stewardship practices possible in the years ahead.

Marketing Director Dianne Anderson expressed the collective disappointment that once again, due both to the Covid pandemic and serious drought conditions, neither the Springtime Wildflower Show or the Summer Kitchen Tour, two fun/fundraising events, would not be taking place this year. However, five more popup events for locals and visitors alike will soon be happening on the Ranch, including on Saturday, April 23rd in honor of Earth Day. Both Greenspace and the Cambria Forest Committee have been invited to participate. It is hoped that a Garden Event fundraiser will take place at the Cambria Nursery sometime in late August of this year, as well as a community wide Garden Tour in Spring of 2023. Details forthcoming.

Education Facilitator Sheryl Ebbs reported that Leffingwell High School students would be given a forest walk on March 10th, and a Bluff trail walk on March 24th, while also doing community service by removing ice plant on March 31st. Consideration is also being given as to how to offer different types of walks for children and youth.

Treasurer Mary Maher reported that while donations increased in February as compared to the same time last year, long term stock investments are down due to the current unsettled economic circumstances.

Also, we find that the number of Wednesday volunteers that do weeding and other improvements on the Ranch continues to increase, with both long time and recently arrived residents wishing to participate in keeping the ranch looking well cared for. However, due to drought conditions, the next tree planting will not likely be until November, 2023.

And finally, due to the increasing number of Ranch visitors, brochures at entrance/exit locations are being taken at a more frequent rate, with 15,000 more being printed.

The next FFRP monthly meeting will take place on Tuesday, April 12th at 4PM via Zoom.

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

Summary of the Cambria Forest Committee meeting of March 9th, 2022

The meeting began with a discussion regarding the fire of the previous night in the Leimert area of town caused by the burning of a pile of dead French Broom by members of Cal Fire that hadn't been fully extinguished. Fortunately a passer by saw the fire around 11PM and called 911. Members of Cal Fire and the Cambria Fire Department responded very quickly and the fire was totally put out shortly after midnight. A member of the Cambria Fire Department reported that the size of the fire was about 3/4 of an acre. A video of the fire is available on social media.

An update on the Covell Ranch Project was provided. At the Fire Safe Focus Group meeting of a few hours prior, Dan Turner, head of the County Fire Safe Council, stated that a number of State and local agencies had recently voiced 100% approval as to how the California Vegetative Treatment Program was being conducted on the Covell ranch. In addition, it was mentioned that organizations such as the FFRP (Friends of the Fiscalini Ranch Preserve), the CCSD (Cambria Community Services District), Rancho Marino, and Camp Ocean Pines had signed up to be involved in the State Vegetative Treatment Program and would wish to work together in pursuing grant funding in this area. Crosby Swartz, Chair of the Forest Committee, said he would contact Neil Havlik of the local chapter of the California Native Plant Society to get a further opinion on the current status of the Covell Ranch Project.

Concern was voiced as to how current and future fire prevention practices might ultimately affect the Fiscalini Ranch. Also, input was given as to the importance of home hardening efforts and defensible space around one's home as the best way to protect from and prevent fire at one's residence. In addition, it was mentioned that a Wildfire Preparedness event organized by the Cambria Fire Safe Focus Group will be taking place at the Cambria Veteran's Hall on Saturday, May 9th from 9AM-1PM. If unable to attend in person, the event will be available for viewing on YouTube.

An update was also provided on the activities of Greenspace, the Cambria Land Trust. First, they have delivered 50 Monterey Pines seedlings to Camp Ocean Pines, and some of them have already been planted by local and visiting students. It is hoped at some point the youth could be involved in developing trees from seed, as COP has their own greenhouse. Greenspace has also planted 900 trees at San Simeon State Park, 300 each in different locations around the Washburn area. State Parks has requested that more planting take place around November 2022. Greenspace has also completed acquisition of a large addition to the Strawberry canyon Preserve.

Greenspace representative Bob Fountain also reported on the GS January Retreat. Unfortunately, due to economic challenges, they have had to discontinue evaluating water quality on San Simeon Creek, which they've been doing since 2015. Also, he stated the focus for 2022 will be on the forest, advocacy, education and communication, and membership.

Finally, there was a discussion as how trees and other vegetation in the forest exchange moisture, nutrients and carbon with each other, benefitting the overall health and vitality of the forest.

The next Cambria Forest Committee meeting will be on Wednesday, April 13th at 5:30PM via Zoom.

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

**NCAC Liaison Report
April 14, 2022 Board Meeting**

The North Coast Advisory Council held their regular monthly meeting March 16, 2022 @ 6pm via Zoom.

Supervisor Bruce Gibson discussed the \$55M allocated to SLO County by the American Rescue Plan. Of those funds, the County has allocated about \$6M to homeless and affordable housing, \$3M for new and existing childcare facilities including support for wages, and \$3M for small businesses impacted negatively by the COVID pandemic. He also reported that the Board of Supervisors has repealed the Inclusionary Housing Ordinance. This Ordinance has provided about \$800K per year for building affordable housing. There will be more discussions about this and there is a possibility that the vote on the repeal of the Ordinance could get reversed.

Elections for Area 2, 4, 6, and 8 NCAC representatives and alternates will be held June 21 at the Joslyn Center.

The representative for Area 1 (San Simeon) has resigned. There is an applicant for that position, but he was not available to be interviewed at this meeting.

The parklets in Cambria and San Simeon were discussed. According to Blake Fixler, Supervisor Gibson's Executive Assistant, County Public Works notified Cambria businesses that have parklets that they needed to remove them by April or submit compliant plans to rebuild them to meet stringent requirements.

San Simeon CSD liaison Gwen Kellas reported that their Pico Avenue Beach Access step repairs were completed and the entrance to the beach was reopened the end of February. She also reported that the Districts 50 year old reservoir was going to be inspected by Harbor Offshore Inc, that they received a final draft of the update to their Urban Water Management Plan from Abel Engineering, and that an Instream Flow Management Plan was in progress. Also discussed was the issue regarding the contract with General Manager Charles Grace that was being investigated by the Fair Political Practices Commission, and it was found there was no intent to harm, conceal, mislead or deceive.

Mike McDonough from the Cambria Community Healthcare District reported that while the County mask mandate had been lifted it was still recommended that masks be worn for indoor gatherings. Final Board recommendation on redistricting was to occur at their following Tuesday's Board meeting. CCHD was going to be conducting Hands-only CPR demonstrations at the Farmers Market twice a month.

The Land Use Committee brought forward two referrals for Minor Use Permits, one was for an addition/remodel and decking, and a detached garage. The other referral was for a project that the Council approved several years ago but has had no progress. This project involved a

bedroom addition to an existing home along with a guest house and carport. The Council recommended approval of both projects.

Aaron Linn presented the business report. He shared that tourism has increased since the mask mandate was lifted, and parking is a constant issue. High gas prices are having an effect on staffing. He announced the EROICA bike race will be at the end of April and will be headquartered at the Cambria Pinedorado grounds.

In his Transportation Committee Report Aaron Linn spoke about a Cambria Trails Alliance Meeting where it was discussed the idea of creating a bike trail from near Trenton on west Lodge Hill and crossing Hwy 1 under the bridge.

Kitty Connolly related that work was continuing on removing invasive plant species on the Fiscalini Ranch, and spoke about starting a native plant restoration nursery. She also announced that on February 19 the Ranch was inducted into the Old Growth Forest network.

Hispanic Representative Tala Romero said there were families looking for places to rent so they can continue working in the area, and that some families also needed help with food while waiting for their paychecks. She reported that most adults she spoke to were vaccinated, but she is still encouraging COVID vaccinations for five year old and older children.

The next NCAC meeting will be held April 20 @ 6:00pm via Zoom.

Respectfully submitted,
CCSD Director Karen Dean, Board Appointed NCAC Liaison

Summary of the Parks, Recreation and Open Space Commission meeting on Tuesday, April 5, 2022

PROS Chair Steve Kniffen began the meeting at 10:05AM by stating there was no Chairman's Report. Commission member Kermit Johansson then provided a report regarding a local bicycling group that is hoping a commuter trail can be created from the end of Trenton Ave next to the Fiscalini Ranch down to the bridge crossing under Highway One. And while this is being proposed by a local group, the project would be on County land, as well as in the Cal Trans right of way, so the County would have to design and fund the project. He also referenced a publication titled the Condor Trail Guide. Not to be confused with the California Coastal Trail, the 400 mile Condor Trail begins in the Los Angeles area, heads north to the Los Padres National Forest, then comes through Morro Bay, winds through Cambria and heads up to the Hearst Castle area. He proposes that somehow part of this Trail be placed adjacent to the Fiscalini Ranch, incorporating it into PROS Open Space Trails system, thereby having our community be more involved in this major recreational project.

Vice Chair Adolph Atencio then remarked that the decades old California Coastal Trail actually goes through the Fiscalini Ranch, though due to the deterioration of signage over the years the exact location would be difficult to determine. Chair Kniffen then stated he's been in conversations regarding designing a bike/walking trail from Cambria to Cayucos somewhat like the very popular Bob Jones Trail that goes from San Luis Obispo to Avila Beach. And with the popularity of electric bikes, he believes this is a project waiting to happen.

Moving on, Ex-Officio member Kitty Connolly, Executive Director of the Friends of the Fiscalini Ranch Preserve, reported that more Wednesday weeding continues to take place on the Ranch. School programs have been restarted, with five in the last month, two involving students from Leffingwell High School, and three involving youth being homeschooled in Paso Robles. There will be docent walks taking place on the Ranch this month, as well as a Popup on Saturday, April 23rd to acknowledge Earth Day. In addition, FFRP will be joining with Greenspace at their Creekside Reserve Earth Day celebration on Friday, April 22nd. Also, this week FFRP will be taking possession of the greenhouse frame and benches to grow restoration plants, including Monterey Pine and various understory plants. The greenhouse will be placed at the Facilities yard with non potable water being available close by. FFRP is also working with Rancho Marino to do some growing on their property.

EX Officio member Juli Amodei from Skate Cambria reported on the very successful Skate Day event/fundraiser that took place on Saturday, March 12th at the Cambria Veteran's Hall parking lot. More than \$18,000 in profit was raised, with another \$6,000 coming in the following week. Over half of the attendees at the event were from out of the area, as far away as the Central Valley to Southern California. In addition, three Capital Placements at the Skate Park have already been sold to local folks, two for \$5,000 and one for \$10,000, along with ten bricks. So far \$481,000 have been raised toward the Skate Park project, including the \$178,000 provided by the Cambria CSD. Next week Skate Cambria will be seeking more funding at the Cambria Tourism Board monthly meeting.

Carlos Mendoza, Facilities and Resources Supervisor, reported that two companies were asked to assess the termite situation at the Veteran's Hall, and both recommended fumigation, at a likely cost of around \$35,000. In addition, many improvements have taken place at the Hall, including stairways as well as the roof over the American Legion area being repaired and/or replaced, a keyless entry system being installed, outdoor lights being upgraded to LED's, and other repairs, with the entire project coming in under budget. He also reported that the County had complained that the East Village bathroom was not ADA compliant, and this problem was quickly addressed and

resolved. And, after quite a while, the new shed has finally been built at the Facilities and Resources headquarters replacing the one that was damaged during the January 2021 flood.

Under Regular Business, a brief discussion took place regarding the \$20,000 budget allocation to PROS from the CCSD, and where to apply these monies. A motion was made and approved to table the item until it could be further discussed by the CCSD Board of Directors. Juli Amodei reported that the Memorandum of Understanding (MOU) between the District and the Cambria Community Council has been completed regarding funding for the Skate Park, and now we needed to wait until Utilities Manager was available to provide an update from County Planning as to progress on the project. There was no discussion on the update for the East Ranch Restroom project due to the absence of Mr Dienzo.

Under Future Agenda Items Commission member Joyce Renshaw recommended that bike trails be available for discussion at an upcoming PROS Commission meeting.

Chairman Steve Kniffen adorned the meeting at 10:51 AM.

The next PROS Commission meeting will be on Tuesday, May 3rd at 10AM via Zoom.

This report written and submitted by CCSD Board Director Harry Farmer