

AMENDED 9/11/2023

CAMBRIA COMMUNITY SERVICES DISTRICT

Thursday, September 14, 2023 - 1:00 PM

1000 Main Street Cambria, CA 93428

AGENDA

REGULAR MEETING OF THE CAMBRIA COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

In person at:

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

AND via Zoom at:

Please click the link below to join the webinar:

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

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

1. OPENING

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

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

2. BOARD MEMBER COMMUNICATIONS

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

3. COMMISSION REPORT

- A. PROS Chairman's Report**

4. PUBLIC COMMENT

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

5. 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 Approval of Public Works Agreement with Thoma Electric to Relocate the Electric Vehicle (EV) Charging Station at the Veterans' Hall and Adoption of Resolution 51-2023 for a Budget Adjustment of \$24,831** Changed
- B. Consideration of Adoption of Resolution 48-2023 Updating the Assignment of Banking Powers for Cambria Community Services District**
- C. Consideration to Approve an Agreement with the County of San Luis Obispo for Local Area Grant Funding for a Bathroom at the Cambria Skatepark**

6. REGULAR BUSINESS

- A. Discussion and Consideration of Appointments to the Parks, Recreation and Open Space Committee and Designation of a Member of the Board of Directors to be a Chairperson**
- B. Discussion and Consideration to Direct Staff to Advertise for an Open Position on the PROS Committee**
- C. Discussion and Consideration of Approval of a Public Works Contract with Paradise Tree Service for Emergency Vegetation Removal at Van Gordon Creek for Flood Control Purposes, Authorizing the General Manager to Execute the Contract, and Adoption of Resolution 49-2023 for a Budget Adjustment of \$59,000**
- D. Receive Presentation from PROS Committee on a Concept Plan for a Disc Golf Course at the East Ranch Community Park and Discuss and Consider Directing the PROS Committee to Develop Recommendations for a Community-Wide Survey for East Ranch Recreational Options**
- E. Discussion and Consideration of General Manager Performance Evaluation Process and Modifying the Form Used for Review of General Manager's Performance**
- F. Discussion and Consideration of Approval of Amendment to Agreement for Consultant Services with Stillwater Sciences for an Expanded Scope of Work for the Instream Flow Study and Adoption of Resolution 50-2023 Amending the FY 2023/24 Budget**

7. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

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

8. FUTURE AGENDA ITEM(S)

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

9. ADJOURN

Amended 9/11/2023

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A.**

FROM: Matthew McElhenie, General Manager

Meeting Date: September 14, 2023 Subject: Consideration of Approval of Public Works Agreement with Thoma Electric to Relocate the Electric Vehicle (EV) Charging Station at the Veterans' Hall and Adoption of Resolution 51-2023 for a Budget Adjustment of \$24,831

RECOMMENDATIONS:

It is recommended that the Board of Directors consider approval of a Public Works Agreement with Thoma Electric to relocate the electric vehicle charging station at the Veterans' Hall and adoption of Resolution 51-2023 for a budget adjustment of \$24,831.

FISCAL IMPACT:

The fiscal impact of relocating the electric vehicle charging station at the Veterans' Hall is \$24,831.00. There is \$3,162 of EV charging station project funds left over from the initial installation that will be used for relocation costs. The remaining funds will come from General Fund Reserves.

CAMBRIA COMMUNITY SERVICES DISTRICT			
2023-2024 FISCAL YEAR BUDGET			
RECOMMENDED BUDGET ADJUSTMENT			
Budget Adjustment			
Fund	Purpose	Sources	Uses
F&R	Funding from F&R Budget - Prior Year EV Budget	\$ 3,162	\$ -
ADMINISTRATION	Funding from General Fund Reserves	\$ 21,669	
ADMINISTRATION	Relocation of EV Charging Station	\$ -	\$ 24,831
	Fund Sub-Total	\$ 24,831	\$ 24,831
	Difference (unidentified sources of funding)	\$ -	

DISCUSSION:

The Cambria Community Services District (CCSD) installed an electric vehicle (EV) charging station at the Cambria Veterans' Memorial Building, funded through a grant under the SLO County Clean Air Incentive Program, which is managed by the SLO County Air Pollution Control District (APCD). The EV charging station was constructed on the southwest side of the building in place of two existing accessible parking spaces. The former General Manager and staff stated that the location was the best choice because of its proximity to the electrical circuit box and the

requirement for all public EV charging stations to be accessible parking spaces. Two new accessible parking spaces were established in the east side parking lot. The American Legion, which leases the ground floor of the Vets' Hall, previously utilized the accessible parking spaces and requested that the CCSD move the newly constructed EV charging station to a different location.

On November 10, 2022, the Utilities Department Manager/District Engineer was directed to pursue establishing the EV charging station at the front of the Veterans' Hall in the recommended area and coordinate with the Legion members in re-establishing the identity of the two accessible parking places that were removed.

The General Manager has coordinated with the American Legion members in re-establishing the identity of the two accessible parking places that were removed and requested quotes for the relocation of the EV charging station at the Veterans' Hall. Thoma Electric was chosen to disconnect the existing dual-port EV charging station, trench, and backfill for site electrical work in the parking lot, re-stripe parking lot spaces, install new traffic-rated underground pull boxes in the existing parking lot, intercept and extend the EV charger from the current location to the new location, form and pour new concrete base at the new EV charger location and re-install the EV charger. The proposal is based on all work performed during regular business hours between 7:00 a.m. and 3:30 p.m., Monday through Friday. Relocation work will be coordinated with American Legion members.

The Board of Directors is recommended to approve the attached Public Works Agreement with Thoma Electric to relocate the electric vehicle charging station at the Veterans' Hall, and adopt Resolution 51-2023 for a budget adjustment.

Current EV Charging Station Location:



New EV Charging Station Location:



Attachments: Public Works Agreement - Amended on 9/11/2023
Resolution 51-2023 and Exhibit A - Added on 9/11/2023

CAMBRIA COMMUNITY SERVICES DISTRICT
SHORT FORM PUBLIC WORKS CONTRACT
ELECTRIC VEHICLE CHARGING STATON RELOCATION PROJECT

THIS AGREEMENT, made and entered into this _____ day of September, 2023, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a special district, hereinafter designated District, party of the first part, and **THOMA ELECTRIC, INC.**, hereinafter designated as Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, Contractor agrees with District to furnish all materials, equipment and labor and construct facilities for District, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached and as generally described hereinbelow (the "project" or "work"), and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by District, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

PROJECT DESCRIPTION:

Contractor shall satisfactorily perform all services as described in Contractor's proposal dated August 25, 2023, attached hereto as Exhibit "A" and incorporated herein by reference.

COMMENCEMENT OF WORK AND TIME LIMITS:

The Contractor shall commence Work on the Project as of the effective date of this agreement and shall diligently prosecute the completion of said Project. Prior to commencing work, Contractor shall sign and return a copy of this Contract and any document hereto; provide proof of insurance as required herein; and, meet and confer with the Utility Manager and wastewater plant staff at least one (1) day in advance. **ALL WORK MUST BE COMPLETED WITHIN 180 CALENDAR DAYS FROM ISSUANCE OF A NOTICE TO PROCEED BY THE DISTRICT**

PAYMENT SCHCEDULE:

District shall pay Contractor in accordance with the provisions of Exhibit A, in an amount not to exceed \$24,831.

A five percent (5%) retention shall be withheld from any partial payment requests.

This Contract is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

ARTICLE II. For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the Utility Manager under them, District will pay and Contractor shall receive as full compensation therefore the amounts for such work as described above.

ARTICLE III. District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE IV. the following contract documents (if checked) are hereby incorporated in and made a part of this Contract as though set forth in full:

- 1. Statement of Prevailing Wages;
- 2. Bond for Faithful Performance;
- 3. Bond for Materials and Laborers;
- 4. Standard Specifications;
- 5. Special Provisions;
- 6. Construction Specifications and Standard Details;
Supplemental Conditions (See Exhibit _____)

ARTICLE V. If checked above, Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to District and in the form prescribed by law.

ARTICLE VI. Materials: Should any of the materials or equipment prove defective or should the work prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the drawings, typical details, and specifications, due to any of the above causes, all within twelve (12) months after date on which the work called for in this Contract is accepted by District, the undersigned agrees to reimburse District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any work necessary to make such replacement or repairs, or, upon demand by District, to replace any such materials

and to repair said work completely without cost to District so that said work will function successfully as originally contemplated.

District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE VII. If Contractor should be adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the Contract, or if he should disregard laws, ordinances or the instructions of the Engineer, then District may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon Contractor and his surety (if applicable) of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, District shall immediately serve written notice thereof upon the surety (if applicable) and Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety, within ten (10) days after the serving upon it of notice of termination, does not give District written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, District may take over the work and prosecute the same to completion by Contractor or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and his surety shall be liable to District for any excess cost occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to Contractor as may be on the site of the work and necessary therefore. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. The expense incurred by District, as herein provided, and damage incurred through Contractor's default, shall be certified by the Utility Manager.

ARTICLE VIII. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's Subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established proven sole negligence or willful misconduct of District, its officers, officials,

employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

ARTICLE IX. Reserved.

ARTICLE X. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal (if one) therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE XI. Time is of the essence of this contract and failure to comply with this provision shall be a material breach of this contract.

ARTICLE XII. If any part of this contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

ARTICLE XIII. Maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract. Contractor shall execute and provide the attached Certificate of Workers Compensation Insurance.

ARTICLE XIV. Additional Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

Record Audit. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

THOMA ELECTRIC, INC.

MATTHEW MCELHENIE, General Manager

By: _____

ATTEST:

Its: _____

Date: _____

HALEY DODSON,
Confidential Administrative Assistant

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, District Counsel

STATEMENT OF PREVAILING WAGES

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the District has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.5 - Apprenticeship Requirements.
3. Section 1813 - Penalty for Failure to Pay Overtime.
4. Sections 1810 and 1811 - Working Hour Restrictions.
5. Section 1776 - Payroll Records.
6. Section 1773.8 - Travel and Subsistence Pay.

The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

-- END OF STATEMENT OF PREVAILING WAGES --

STANDARD SPECIFICATIONS

A. General: The work embraced herein shall be done in accordance with the applicable provisions of the most recently issued California Building Code, "Green Book" Standard Specifications for Public Works Construction, hereinafter referred to as Standard Specifications, the District's Standard Plans, hereinafter referred to as "Standard Plans", insofar as the same may apply, and in accordance with the following Standard Provisions.

The following provisions are hereby added to the Standard Specifications:

- i. Section 5 – Utilities, subpart 5-1: All potholes must be filled in the same day, unless otherwise allowed by the Utility Manager. Surrounding areas shall be restored to their original condition.

B. Definition of Terms: Whenever the following terms are used in the Standard Specifications, they shall be understood to mean the following:

"Owner" or "Agency":	Cambria Community Services District
"Board":	Cambria Community Services District Board of Directors
"Defective Work":	The term "defective work" shall include work that does not conform to the contract specifications.
"Utility Manager"	The Utility Manager, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Other terms appearing in the Standard Specifications shall be given the intent and meaning specified therein.

C. Description of the Work: The work shall consist of furnishing and supplying labor, materials, tools, equipment, transportation, and services necessary to complete the subject project as described in the project plans.

D. Control of Work: The Utility Manager shall decide all questions, which may arise as to quality of work, acceptability of materials, and conduct of the work, including, but not limited to, coordination and changes in plans, superintendence of work, control of equipment, and inspection of work. Any person employed who is found by any District representative to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Project upon request, by the Contractor, and shall not again be employed on the Project.

E. Construction Schedule: The contractor shall provide the Utility Manager with a detailed schedule outlining the procedure and approved by the Utility Manager prior to performing any work other than preliminary matters such as ordering materials and setting up staging areas. Extensions of the contract period due to delays that do not affect the critical path will not be allowed, if the delay can be accommodated within available float time.

F. Guaranty: The Contractor shall guarantee all materials, equipment furnished, and work performed for a period of one (1) year from the date of final completion. The Contractor warrants

and guarantees for a period of one (1) year from the date of final acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damages to other parts of the system resulting from such defects. The District will give notice of observed defects with reasonable promptness. In the event that the Contractor fails to make such repairs, adjustments, or other work that may be necessary by such defects the District may do so and charge the Contractor the cost thereby incurred, as well as an administrative fee of an additional twenty 20% of the cost thereby incurred by the District.

G. Contract Changes: When changes in work are required or initiated by the Contractor or the Cambria Community Services District, the procedures in Section 3 of the Standard Specifications shall govern.

H. Existing Utilities: The Contractor shall be responsible for contacting all utility companies and/or utility districts as to location and/or relocation of existing utilities prior to construction. The Contractor shall contact Underground Service Alert [USA], telephone 1-800-642-2444, a minimum of ten (10) days prior to any excavation. The District assumes no responsibility for the completeness or accuracy of the delineation of any underground utilities, or the existence of other buried objects or utilities which are not shown on the Plans. The Contractor is solely responsible for any damage to underground or above ground utilities, which may be incurred as a result of any work performed by him under this Contract, regardless of the fact that the utilities' existence was known or unknown.

I. Prosecution, Progress and Acceptance of the Work: The Contractor's prosecution, progress and acceptance of the work shall be in accordance with Section 6 of the Standard Specifications and these Special Provisions.

J. Traffic, Access and Signage: Traffic control, if any, shall be in accordance with Section 7-10 of the Standard Specifications. The Contractor shall furnish, place and maintain such devices necessary to provide safe passage for the traveling public through the construction sites, as well as for the safeguard of workers. The Contractor shall furnish, place and maintain such devices in accordance with the most recent "California Manual on Uniform Traffic Control Devices" published by the State of California, Department of Transportation (Caltrans). The provisions shall not relieve the Contractor from the responsibility to provide such additional devices as are necessary for public safety. The Contractor shall furnish, place, maintain and remove all signage needed for maintaining public safety and controlling traffic.

K. Insurance Requirements and Indemnification:

i. General: The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the Contractor, his agents, representatives, employees or Subcontractors.

ii. Minimum Scope of Insurance: Coverage shall be at least as broad as:

- a. ISO CGL coverage ("Occurrence," Form CG-0001).
- b. ISO CGL Endorsement Form (ISO CG 20 10 11 85).
- c. ISO Form No. CA-0001 (ED. 1/78), covering Automobile Liability, Code 1, "Any Auto," and endorsement CA-0025.

- d. Worker's Compensation Insurance as required by the State of California;
- e. Course of Construction insurance covering for all risks of loss.

iii. Minimum Limits of Insurance: The Contractor shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

Worker's Compensation: As required by the State of California.

iv. Other Insurance Provisions: The policies are to contain, or to be endorsed to contain, the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

- a. The District, its officials, employees, agents and volunteers; are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor, including but not limited to blanket contractual liability, broad form property damage, explosion, collapse and underground hazard coverage, products and completed operations of the Contractor, or premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, agents and employees of Contractor and arising out of or in connection with the work which is the subject of this Contract.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents or volunteers; shall be in excess of the Contractor's insurance, and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE:

- a. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents, and volunteers for losses arising from work performed by the Contractor for the District.

ALL COVERAGE:

- a. Each insurance policy required by this Section shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is accepted by the District. Each insurance policy required by this Section shall be endorsed using ISO Form (CG 20 10 11 85) to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested has been given to the District.
- b. Insurance is to be placed with insurers with a Best Rating of no less than A-V and who are admitted to write policies in the State of California and contribute to the state guaranty fund.
- c. Contractors shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Section (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District and are to be received and approved in writing by the District before work commences. The District reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.
- d. The Contractor shall include all Subcontractors as named insured under his policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.
- e. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, contractor's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of District or the established sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there

shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold the District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

L. Non-Discrimination: While this Contract is in effect, the Contractor shall comply with all provisions of the California Labor Code Section 1735, as amended, regarding non-discrimination practices and equal employment opportunity.

M. Permits and Taxes: Unless otherwise provided in Contract documents, the Contractor shall obtain, and pay for, all construction permits, licenses or other permits necessary to complete the project and shall be responsible for all governmental charges, inspection fees, utility connection charges, and sales and use taxes.

N. Notices: Any notices from one party to the other with respect to this Contract shall be mailed, faxed, e-mailed, or delivered as shown on the signature block on the Contract.

O. Effectiveness: This Contract shall be effective only when signed by both parties to the Contract.

P. Waiver: The waiver of any breach of any condition, covenant, term, or provision of this Contract by any party to this Contract shall not be deemed to be a waiver of any preceding or subsequent breach under the Contract, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Q. Authorizations: All officers and individuals executing, this and other documents on behalf of the respective parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute said documents on behalf of the entity so indicated. Each signatory shall also indemnify the other party to this Contract, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

R. Severability: If any term, provision, covenant, or condition of this Contract shall be or become illegal, invalid, null, void, unenforceable, or against public policy, in whole or in part, or shall be held by any court of competent jurisdiction to be illegal, invalid, null, or void, or against public policy, the term, provision, covenant, or condition shall be deemed severable, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected, impaired, or invalidated. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Contract.

S. Entire Agreement: This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the Contract and supersedes all prior and contemporaneous agreements, promises, representations, warranties, understandings, or undertakings by either of the Parties, either oral or written, of any character or nature. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

T. Attorney's Fees. In any litigation, arbitration, or other proceeding in law or equity by which one party to the Contract seeks to enforce its contract rights under the Contract, to resolve an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, to seek a declaration of any rights or obligations under this Contract, or to interpret the provisions of this Contract, the prevailing party shall be entitled to recover from the losing party actual attorneys' fees incurred to resolve the dispute and to enforce the final judgment, award, decision, or order and such fees, costs; or expenses shall be in addition to any other relief to which the prevailing party may be entitled.

-- END OF STANDARD SPECIFICATIONS --

CALIFORNIA PUBLIC CONTRACT CODE – PCC § 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) “Public entity” shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#) of Title 7 of Part 3 of the [Penal Code](#) .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and

made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

-- END CALIFORNIA PUBLIC CONTRACT CODE – PCC § 9204 --

Exhibit "A" Contractor's Proposal

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____, declare that
I am _____ of _____, the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state]."

(Signature and Title of Declarant)



August 25, 2023

Proposal for Electrical Work

To: Cambria Community Services District

Attn: Matthew McElhenie

Re: Veterans Hall Electric Vehicle Charger Relocation, Cambria CA

Thoma Electric, Inc. proposes to furnish labor, materials, and equipment to perform the electrical scope of work for the above project, with qualifications as follows:

Qualifications:

Note: No addenda acknowledged.

Inclusions:

- Disconnect existing dual-port electric vehicle (EV) charger and store onsite in coordination with Cambria CSD.
- Saw-cutting, removal / disposal, and patching of AC paving (approx. 175 lineal feet).
- Trenching and backfill for site electrical work performed under this proposal including traffic control in parking lot (by G. F. Garcia & Sons).
- Remove trenching spoils from site.
- Re-striping of (Qty. 3) parking lot spaces.
- Install (Qty. 2) new traffic-rated underground pull boxes in existing Veterans Hall parking lot.
- Intercept existing EV charger power feeder.
- Extend EV charger power feeder from existing location to new location (Main Street side of Veteran's Hall).
- Form and pour new concrete base at new EV charger location.
- Re-install EV charger. Terminate and test.
- The services of a Licensed Professional Engineer.
- Applicable sales tax.

Exclusions:

- Electrical work referenced on other sheets, which are not a part of the electrical design, unless specifically itemized in this proposal.
- Overtime. This proposal is based on all work being performed during our normal business hours between 7:00 a.m. to 3:30 p.m., Monday through Friday.
- Temporary utilities.
- Dual-port EV charger (provided by Cambria CSD).
- Concrete encasement of underground conduit.
- Building permit fees, and utility company fees and charges.
- Bond premium. If required, our bond rate is approximately 1%.
- Painting.

3562 Empleo St., San Luis Obispo, CA 93401
Dept. of Industrial Relations #100000812
Contractor's License # (C-10) 274276
(805) 543-3850 FAX (805) 543-3829
jhubbard@thomaelec.com

Exhibit A

Clarifications:

- Assumes Builder's Risk Insurance is paid for and covered by the General Contractor or Owner.
- If abnormal excavation conditions are encountered (rock, etc.), we expect to be compensated for the additional work required to accomplish the excavation.
- Our Bid is conditioned on: A mutually acceptable form of Purchase Order or contract document. Please note carefully the Inclusions, Exclusions, and Clarifications contained in this proposal, as Thoma Electric will require this proposal to be attached to any contract offered by you as our complete Scope of Work.
- The proposal may be withdrawn by us if not accepted within (30) days.

Pricing:

Base Bid: \$24,831.00

Please call if you have questions regarding this proposal.

Jared Hubbard
Project Estimator

Cambria CSD - EV Charger Relocation Proposal R1

3562 Empleo St., San Luis Obispo, CA 93401
Dept. of Industrial Relations #100000812
Contractor's License # (C-10) 274276
(805) 543-3850 FAX (805) 543-3829
jhubbard@thomaelec.com

RESOLUTION NO. 51-2023
September 14, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE FISCAL YEAR 2023/2024 BUDGET

WHEREAS, on August 17, 2023, the Board of Directors adopted Resolution 46-2023 approving the Final Budget for Fiscal Year 2023/2024; 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 2023/2024 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the Fiscal Year 2023/2024 Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of September 2023.

Karen Dean
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

Exhibit A

CAMBRIA COMMUNITY SERVICES DISTRICT
 2023-2024 FISCAL YEAR BUDGET
 RECOMMENDED BUDGET ADJUSTMENT

Budget Adjustment

Fund	Purpose	Sources	Uses
F&R	Funding from F&R Budget - Prior Year EV Budget	\$ 3,162	\$ -
ADMINISTRATION	Funding from General Fund Reserves	\$ 21,669	
ADMINISTRATION	Relocation of EV Charging Station	\$ -	\$ 24,831
	Fund Sub-Total	<u>\$ 24,831</u>	<u>\$ 24,831</u>
	Difference (unidentified sources of funding)	<u>\$ -</u>	

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B.**

FROM: Matthew McElhenie, General Manager
Denise Fritz, Administrative Department Manager

Meeting Date: September 14, 2023 Subject: Consideration of Adoption of Resolution 48-2023 Updating the Assignment of Banking Powers for Cambria Community Services District

RECOMMENDATIONS:

It is recommended that the Board of Directors adopt Resolution 48-2023, updating the banking powers authority.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Staff recommends revising the assignment of banking powers by adopting Resolution 48-2023, which includes the following change:

- Remove: Raymond Dienzo, Utilities Department Manager
- Add: Jim Green, Utilities Department Manager
- Update: Administrative Analyst – HR & IT title to Confidential Administrative Assistant
- Update: Finance Specialist title to Administrative Technician IV

Attachments: Resolution 48-2023 & Exhibit A

**CAMBRIA COMMUNITY SERVICES DISTRICT
EXHIBIT "A" TO RESOLUTION 48-2023
September 14, 2023
AUTHORIZED BANKING POWERS**

AGENT'S NAME AND TITLE OR POSITION

A	Karen A. Dean, Director
B	Debra Scott, Director
C	Harry Farmer, Director
D	Michael Thomas, Director
E	Thomas S. Gray, Director
F	Matthew McElhenie, General Manager
G	Denise Fritz, Administrative Department Manager
H	Rachelle Benjamin, Administrative Technician III
I	Jim Green, Utilities Department Manager
J	Vacant, Administrative Technician
K	Miriam Orozco, Administrative Technician IV
L	Haley Dodson, Confidential Administrative Assistant
M	Justin Vincent, Fire Chief

Holder of Power	Description of Power	No. of Signatures Required
None	All Powers Listed.	N/A
F,I	Open any deposit or share account(s) in the name of the CCSD.	2
A,B,C,D,E,F,I,L,M	Endorse Checks and orders for the payment of money or to otherwise withdraw or transfer funds on deposit.	2
F,I	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,I	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,I	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,I	Transfer LAIF funds into/out of CCSD bank accounts.	N/A
G,H,I,K	Issue stop-payment of checks and order for payment of money and like activities.	N/A
F,G,H,I,J,K,L	Make account inquires and deposits.	N/A
F,G,H,I,J,K,L	Pick up bank statements.	1
G,H,I,J,K	Recurring electronic payment of federal and California payroll taxes.	N/A
G,H,I,J,K	Recurring electronic payroll direct deposits.	N/A
G,H,I,J,K	Recurring electronic deposits into CCSD accounts.	N/A
G,H,I,J,K	Recurring electronic transfers between CCSD accounts.	N/A
G,H,I,J,K	Recurring manual transfers between CCSD accounts.	1

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 5.C.

FROM: Matthew McElhenie, General Manager

Meeting Date: September 14, 2023 Subject: Consideration to Approve an Agreement with the County of San Luis Obispo for Local Area Grant Funding for a Bathroom at the Cambria Skatepark

RECOMMENDATIONS:

It is recommended that the Board of Directors consider approving an Agreement for Local Area Grant Funding (“Agreement”) with the County of San Luis Obispo (“SLO”) on behalf of the SLO County Tourism Business Improvement District (“CBID”) for the bathroom at the Cambria Skatepark.

FISCAL IMPACT:

Resolution 31-2023 was approved by the Board of Directors on May 18, 2023, which required the District to restrict approximately \$843,784 of General Fund Reserves with the grant application. With the acceptance of this grant, the District will be able to release \$47,500 of the previously restricted General Fund Reserves for the Cambria Skatepark project.

DISCUSSION:

The General Manager submitted a grant application, which required no matching funds, to CBID for the Skatepark project per CCSD Grants Policy 2170.2.1. The Local Fund Area (LFA) Board supported the application, and the CBID Advisory Board reviewed and approved supporting the application and funding. The District was awarded \$47,500 in LFA infrastructure and beautification funding, which will be used to help fund construction of the bathroom at the Cambria Skatepark.

It is recommended that the Board of Directors approve and authorize the General Manager to execute the Agreement and accept \$47,500 in LFA infrastructure and beautification funding for the Cambria Skatepark project.

Attachments: Agreement for Local Area Grant Funding
CCSD's Cambria Business Improvement District (CBID) Tourism
Infrastructure/Beautification Grant Application
Skatepark Sources & Uses

AGREEMENT FOR LOCAL AREA GRANT FUNDING

This Agreement is entered into this _____ day of _____, 2023, by and between the County of San Luis Obispo, a body corporate and politic, hereinafter referred to as "County" on behalf of the San Luis Obispo County Tourism Business Improvement District, hereinafter referred to as "CBID", and the **Cambria Community Services District**, hereinafter referred to as "Applicant".

WHEREAS, Applicant has applied to the CBID for a grant of **Cambria** local area funds for the following project detailed in the attached Exhibit "A" attached hereto and by the descriptive title: **Skatepark bathroom**; and

WHEREAS, Applicant has applied to the CBID for a grant of **Cambria** local area funds to offset the cost of **building a bathroom at the skatepark**; and

WHEREAS, the CBID finds that the project is eligible for **Cambria** local area funds as a local area community project; and

WHEREAS, the CBID Advisory Board has approved this project and has authorized a local area grant to Applicant.

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

1. County, on behalf of the CBID, agrees to pay over, as a grant of local area funds, the total sum of **\$47,500** from the Cambria local area funds for the purpose of funding the aforesaid project as a local area community project available for public use.
2. That the **Cambria** local area funds will be used for expenses associated with the **building a bathroom at the skatepark** per the attached Exhibit A, and said expenses will be approved by the Cambria Local Area Advisory Board.
3. Applicant agrees to apply the aforesaid grant funds solely to the project for which the funds have been granted, as a local community project available for public use.
4. Applicant agrees to diligently pursue the completion of this project, and to complete this project within one year from the date of this agreement.
5. Applicant agrees that within 45 days from the date of the improvements, a report shall be provided to the **Cambria** Local Area Advisory Board, with a copy to the CBID, which outlines the results and outcomes of the improvements.
6. Applicant agrees to abide by all laws and regulations applicable to the expenditure of County Grant Funds, including, but not limited to, the audit of the expenditure of these funds for compliance with regulations, the inclusion of provisions guaranteeing

compliance with all labor laws and regulations pertinent to public funds, and further, to assure compliance with the anti-discrimination provisions of the law, including County Ordinances.

7. If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, then Applicant agrees that said equipment will be transferred over to CBID at the conclusion of this project, unless the CBID consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.

8. Applicant agrees to allow the County Administrative Officer to inspect and audit all records pertaining in any way to this grant and further, to submit to the CBID a written report upon completion of this project detailing the results and outcomes of the project as well as record of expenditures under this grant.

9. Applicant agrees that all discretionary decisions related to the carrying out of the aforesaid project remain in the control of San Luis Obispo County Board of Supervisors on behalf of the San Luis Obispo County Tourism Business Improvement District Advisory Board.

10. In the event the Project is cancelled, Applicant shall remit the grant funds for the Project to the County within fourteen (14) days of the cancellation.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO on behalf of the San Luis Obispo County Tourism Business Improvement District Advisory Board

BY: _____

_____, 2023

APPROVED AS TO FORM AND LEGAL EFFECT

RITA NEAL
County Counsel

By: _____
Chief Deputy County Counsel

Applicant: _____

By: _____

Print Name: _____

Title: _____

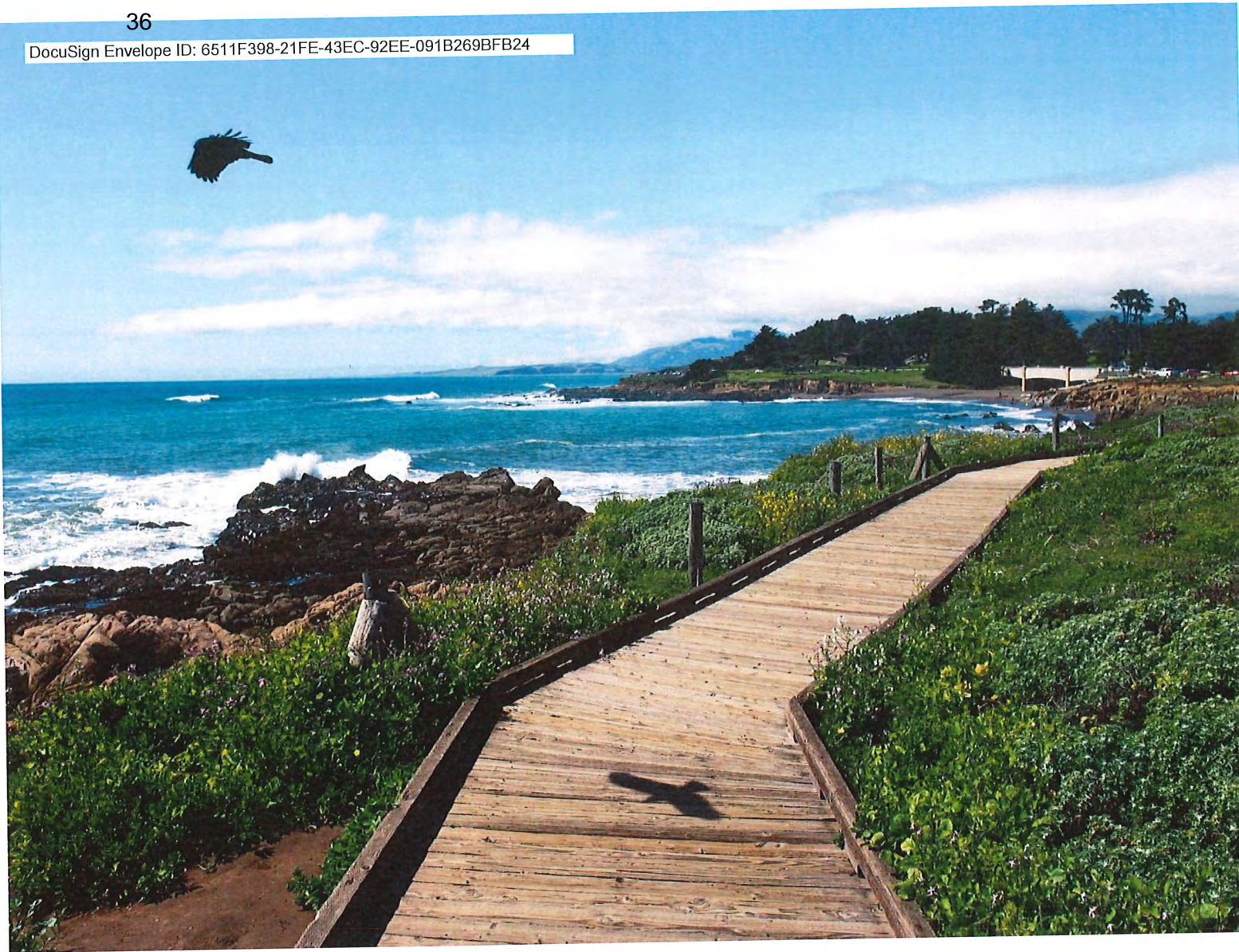
Date: _____

Applicant: _____

By: _____

Print Name: _____

Title: _____



CAMBRIA COMMUNITY SERVICES DISTRICT



CAMBRIA BUSINESS IMPROVEMENT DISTRICT (CBID) TOURISM INFRASTRUCTURE/BEAUTIFICATION APPLICATION

Authored by: Matthew McElhenie & Haley Dodson

Unincorporated San Luis Obispo County Tourism Business Improvement District (CBID)

TOURISM INFRASTRUCTURE/BEAUTIFICATION GUIDELINES AND APPLICATION

We appreciate your interest in partnering with our Local Fund Area (LFA) for support of your infrastructure and/or beautification project. We are pleased to receive your application for review, and look forward to learning more about your project, and how it supports out-of-county visitors, which is our primary mission.

A tourism infrastructure and/or beautification project is defined as a one-time project that enhances a CBID unincorporated community's cultural, environmental, recreational or historical assets that will benefit the visitor, and the resident, alike.

The Local Fund Areas (LFAs) support projects that are directly related to drawing tourists to our unincorporated CBID regions, and your project must exist within one of the following areas:

San Simeon	Los Osos/Baywood/Unincorporated Morro Bay
Cambria	Nipomo/Oceano
Cayucos	Avila Beach
Arroyo Grande Unincorporated/San Luis Obispo Unincorporated	

As a public entity, we must adhere to certain standards as we consider each request. If the LFA board chooses to support your funding application, the CBID Advisory Board will then review each application, and will provide the final approval to support or deny funding requests. Funding requests under \$4,999 will be reviewed by a sub-committee of the CBID Advisory Board consisting of the Chair, Vice-Chair and CAO, and this sub-committee has the authority to approve, deny or bring to the full CBID Advisory board for approval. All funding applications are reviewed and approved at the next available CBID Advisory Board meeting following the LFA board meeting.

Funding applications must be **submitted to LFA board a minimum of 60 days prior** to the project launch date, and a **minimum of 14 days before the LFA board meeting date**.

Criteria for Application Consideration:

- **Preservation** of historical and cultural assets
- **Enhancement** of the overall beauty and/or infrastructure of a CBID unincorporated community
- **Improvement** visible within the community
- **Usability** by the community, and by visitors to that community

All paperwork should be filled out completely prior to submission and be accompanied by supporting documents. All items below need to be included in order for your submission to be considered complete:

- All questions within the application addressed with thorough, complete answers
- Detailed Budget and narrative of your project
- Project completion report must be provided once the project is concluded

Action required by CBID LFA boards: Included with the application submission and supporting documents provided by the requesting organization, the LFA board minutes must clearly outline why the LFA board is considering the funding request and how it directly supports tourism infrastructure and beautification.

If you meet these criteria, please advance to the requirements and application details.

Local Area Fund Infrastructure and Beautification: Application

Project Title: Rebuilding of the Cambria Skatepark, 1000 Main Street (Cambria Community Services District (CCSD) Project)

Completion Date: Currently out for permit with SLO County and completing final exemptions.

Amount of Funding Requested: \$47,500

Overall Budget: \$1,020,461

See attached preliminary engineers estimate 11/2/2022

Organization Information:

Local Area: Cambria, California

Submitted by: Matthew McElhenie

Phone: (805) 927-6230

Email: mmcelhenie@cambriacsd.org

Organization Receiving Funds: Cambria Community Services District

Mailing Address: Po Box 65 Cambria, CA 93428

Contact Person: Matthew McElhenie

Please complete the following:

Briefly describe your organization and its mission.

The Cambria Community Services District (CCSD) provides water, wastewater treatment, fire protection services, and street lighting services. It supports community services such as parks, transit, and the operation of the Cambria Veterans' Memorial building. Two Departments (Parks Recreation & Open Space and Facilities and Resources) aim to manage and provide stewardship of district assets, parks, recreation, and open space in a timely, cost-effective, and environmentally sensitive manner. Both Departments have identified the Cambria Skate Park as a priority project. The CCSD Board has agreed to support the project by committing the property across from the Veteran's Memorial Hall, allocating \$178,000 from the general fund to the construction and permitting of the project (see attached resolution), submitted a grant with the Tony Hawk Foundation, executed two MOU's with Cambria Community Council and the Lions Club regarding fundraising and maintenance of the future park and have contracted with Civil Design Studios to assist through the permitting process. The CCSD and Skate Cambria have partnered in this project. Skate Cambria has fundraised \$435,000 in unrestricted private funds and pledges. The District owns and operates the Dog Park and Fiscalini Ranch Preserve, two Parks currently being promoted and recognized by the Cambria Tourism Board as tourist attractions. It would then seem appropriate for the District to contact the Tourism Board for financial support for the Skate Park.

Provide a detailed description of the project, and what will be achieved with the LFA funding.

With the help of strong public support, the project is already well underway. Skate Cambria has diligently worked on fundraising and promoting the project through weekly fundraising rallies, merchandise sales, and special events. Through generous donations from the local community and tourists passing through town, roughly \$435,000.00 of unrestricted private funding has been raised for the project.

In April 2021, CCSD contracted the professional skatepark design and construction firm, Spohn Ranch, to develop an initial design for the park and complete the necessary site survey work. In November 2021, CCSD appointed Utilities Department Manager/District Engineer Ray Dienzo to assist the Facilities and Resources Manager at the beginning of pre-construction permitting discussions with San Luis Obispo County. We have now completed all required reports and the preliminary engineering estimate. The project is currently out for permit with SLO County as of 11/28/2022. The CCSD Board of Directors voted 5-0 to move forward with the Cambria Skate Park. The District recognizes the value of parks for locals and tourists and is committed to returning this community asset.

Skate Cambria is working aggressively to ensure the project is fully funded and can move to RFP (request for proposal) without delays. A formal capital fundraising campaign is in progress (see attached). \$75,000 in bricks and plaque placements have already been sold, including \$5000.00 from Pacifica Hotels (Moonstone). The LFA funding would go directly towards rebuilding the Skate Park and restoring this critical community asset. Your \$47,500 would be complemented with a plaque on behalf of the Cambria Tourism Board.

How will the project benefits residents and visitors of the unincorporated LFA?

With the recent inclusion of skateboarding in the Olympics and the proliferation of skateparks worldwide, it is clear that the popularity of skateboarding is increasing and will continue to grow. This project will create a unique space for Cambria residents and visitors to enjoy this activity and other wheeled sports that can be performed in a skatepark, including scooters, bicycles, rollerblades, and even wheelchairs.

Beyond just a skatepark, this project will create a youth-friendly space in Cambria where people can gather and connect. It will help bring vibrancy to Cambria's downtown and will be a space that welcomes locals and visitors.

Being a gateway to Big Sur and other local attractions like Hearst Castle and the Piedras Blancas elephant seal rookery, Cambria's downtown sees many tourists passing through. The Skate Park will be an apparent facility with its strategic location in the center of town. It will be an excellent reason for skateboarders and families to stop and spend time and money in Cambria. While there isn't much quantitative research available on the impacts of skate parks on tourism, it is clear they have a positive effect, as documented by the opening of a new skatepark in Norfolk, Nebraska, in July 2020 (<https://opportunity.nebraska.gov/new-skate-park-helps-ramp-up-tourism-in-norfolk/>), which was built with the help of a Tourism Development grant. Please also see the attached letter of support from the Cambria Chamber of Commerce.

Describe your organizational capacity to successfully carry out the project. What parts, if any, of the project will be contracted out? List the proposed contractors.

The project is being supported through a collaboration between the community and the Cambria Community Services District (CCSD). Skate Cambria is the public fundraising arm and the leading voice behind the project. The professional skatepark design and construction firm, Spohn Ranch, was contracted for the initial design and site survey. Civil design work has been completed by Civil Design Studio, including all required reports. Construction of the park will need to be contracted out, but the list of proposed contractors will not be available until construction bids are received through an RFP process. All exemptions for offsite improvements are being evaluated with CCSD and the county. (see attached report and pricing).

If appropriate, provide any drawings, pictures, or other visual documentation of what your project will look like.

Please see the attached initial designs completed by Spohn Ranch and Civic Design Studio.

Will your project require approval or permitting by an advisory board or public entity (i.e.; County or Services District)? If so, please provide support that these requirements have been met.

The CCSD supports the project and has committed the land, staff time, and legal counsel as in-kind contributions to its development. Pre-planning meetings with the County of San Luis Obispo were started in late 2021, and the formal permitting process began on 11/28/2022.

As part of your application submission, please include a detailed budget (no specific budget format is required).

Although the cost of insurance, salaries, and equipment may be a part of the initial project (i.e., necessary to carry out the project), LFA funding will not be used to maintain the project or to pay for insurance, salaries, or equipment to support the project.

1. Provide a detailed budget with a list of any contractors and their associated costs.

Please find a budget attached that Civic Design Studios developed. This budget is a current best estimate and has some uncertainties regarding county requirements and actual construction bids. A final comprehensive budget will not be available until the project's construction phase is submitted to RFP. We are targeting the project to be submitted to RFP in September 2024.

2. Provide a budget narrative that:
 - a) Describes each line item;

Please see the attached initial budget that contains line items.

- b) Describes all sources of funding for the proposed project;

Funding for the project comes from three primary sources: money committed by CCSD, money raised by Skate Cambria through public donations, merchandise sales, and events, and finally, money available through grant opportunities like this.

- c) Describes funding that is not yet secured and the subsequent timeline for securing such funding.

Based on current estimates and available funds, approximately \$465,000 is still needed. CCSD is working on three grant applications: Tony Hawk, California State Parks, and SLO County Beautification grant. To begin the project's construction phase, these funds must be fully secured, so we are working to raise them as quickly as possible.

Please provide a project timeline, and note that all projects must be completed within one year of funding.

Your contributions would be combined with all the other sources of funds to get this out to RFP. Once construction begins, the estimated time to complete the project is six months.

Note if your organization has received project funding in previous years, include a project completion report as part of your application submission. If funded, a project completion report will need to be submitted 60 days following the conclusion of your project.

WE WANT TO ~~SKATE~~ BUILD

JOIN US AND HELP GET THE CAMBRIA SKATEPARK BUILT!
SKATE INSPIRED, YOUTH DRIVEN AND COMMUNITY SUPPORTED!

OUR STORY

In the Spring of 2020 the skaters of Cambria lost their local skatepark. It was removed and reverted back to an empty asphalt lot. This hit the youth of Cambria especially hard, as they lost not only their skatepark, but also their place to gather and hangout with friends. With the support of their parents and other local skaters, Skate Cambria was formed with the mission of rebuilding the skatepark as a modern concrete facility that will last for generations to come. Skate Cambria is committed to this mission and has made its voice heard to the community and local government through weekly rallies, discussions with stakeholders, and consistent attendance of community planning meetings.

We are pleased to report a total of **\$400,000.00** has been raised to date and we are reaching out for your help to take this project the rest of the way. We are so thankful for those that have donated already.

Our goal is \$650,000.00!

You will find a picture of the preliminary creative, a copy of the resolution from CCSD on their commitment and letters of endorsement. Join us in returning this much needed recreational asset back to our community.

OUR GOAL



CURRENT TOTAL



Every dollar counts and
WE ARE CONFIDENT
we can get this done
TOGETHER



HOW YOU CAN HELP



THE 900 - \$100,000

Donation level receives permanent plaque placement on the shade structure. **(1) Donor only.**

BIG AIR - \$50,000

Donation level receives a permanent plaque placement on the wall coming into the park. **(1) Donor only.**

THE TRE FLIP - \$25,000

Donation level receives a permanent plaque placement on spectator seating. **(1) Donor only.**

KICK FLIP - \$10,000

Donation level will be dedicated to landscape with permanent plaque placement. **(2) Donors.**

THE OLLIE - \$5,000

Donation level will be dedicated to plaque placement on special features. There will be **(4) Feature Opportunities. (4) Donors.**

EVERY DOLLAR COUNTS

THE 50-50 - \$500

Brick placement with your NAME LISTED / brick is 8 x 8

THE CARVER - \$250

Brick placement with your NAME LISTED / brick is 4 x 8

Name _____

Email _____

Phone _____

Please list how your name is to appear: _____

***All checks can be made payable to: Cambria Community Council - all donations are welcomed and can be directed to our website. Forms for this campaign can be emailed to juli@skatecambria.com or mailed to PO BOX 952, Cambria, Ca, 93428.**

Contact: juli@skatecambria.com / 559-760-1258 - www.skatecambria.com to learn more and stay up to date with the project. On any of the levels suggested please reach out. Our fiscal agent Cambria Community Council is a 501 c3 and all donations are tax-deductible.

TAX ID #77-0010811



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PLANNING DIVISION
 CIVIL ENGINEERING
 P.O. Box 199 | Cambria | CA 93428
 805.706.0101 | www.ci.cambria.ca.us

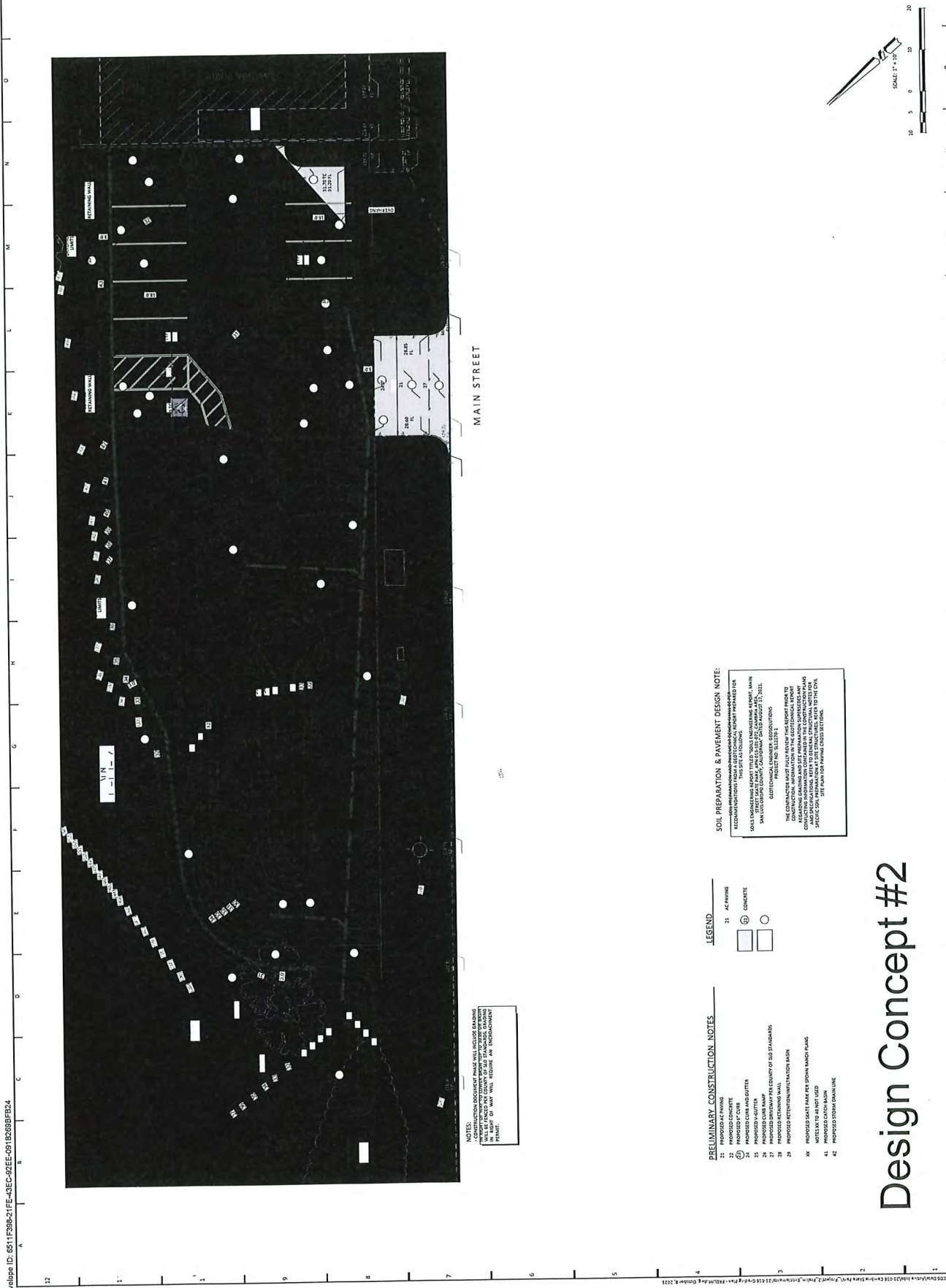


PROJECT LOCATION
CAMBRIA SKATE PARK

PROJECT INFORMATION
 SPOHN RANCH SKATE PARKS
 6824 SOUTH CERRITENA AVE
 LOS ANGELES, CA 90045
 MAIN STREET
 CAMBRIA, CA 93428
 APN: 013-101-023

DESIGNED BY: MRS
 PREPARED BY: M/M/M
 DATE: OCTOBER 8, 2021
 DRAWING NO: 21-0316

PRELIMINARY GRADING AND DRAINAGE PLAN
C-1
 SHEET 1 OF 1 SHEETS

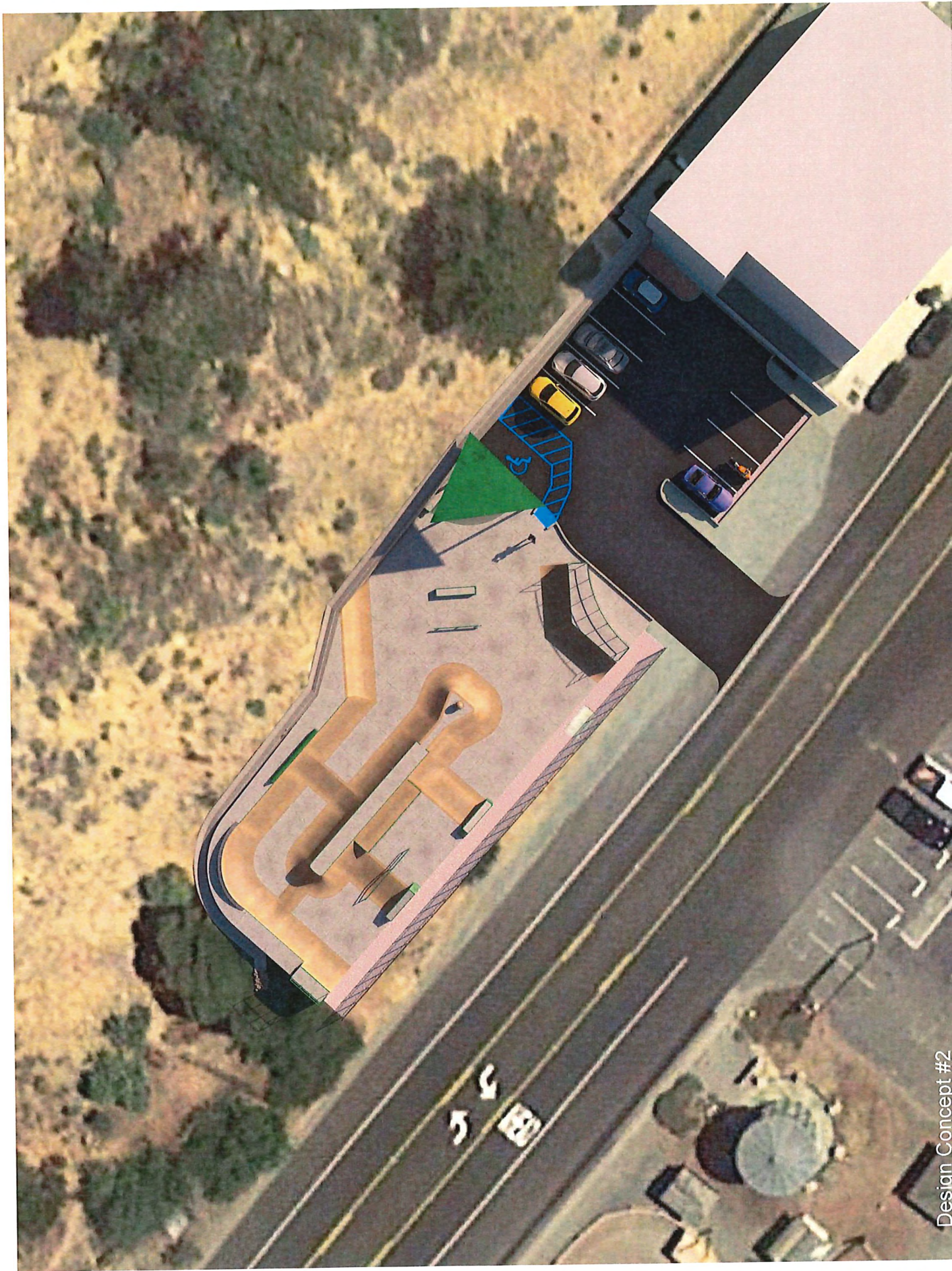


NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CAMBRIA'S STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CAMBRIA AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

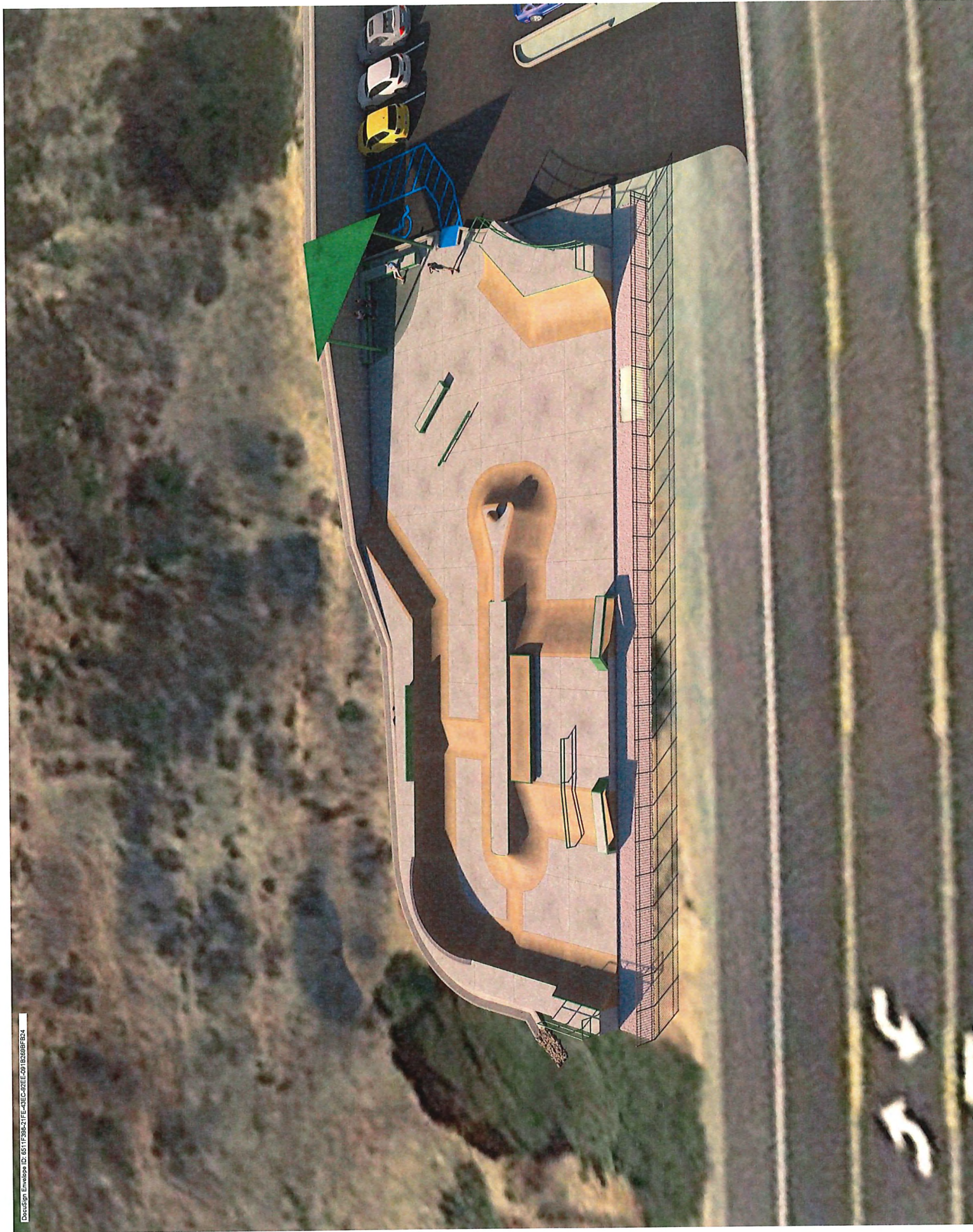
SOIL PREPARATION & PAVEMENT DESIGN NOTE:
 1. ALL SOILS SHALL BE TESTED AND FOUND TO BE SUITABLE FOR THE PROPOSED USE.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

- PRELIMINARY CONSTRUCTION NOTES**
- 21 PROPOSED ASPHALT PAVEMENT
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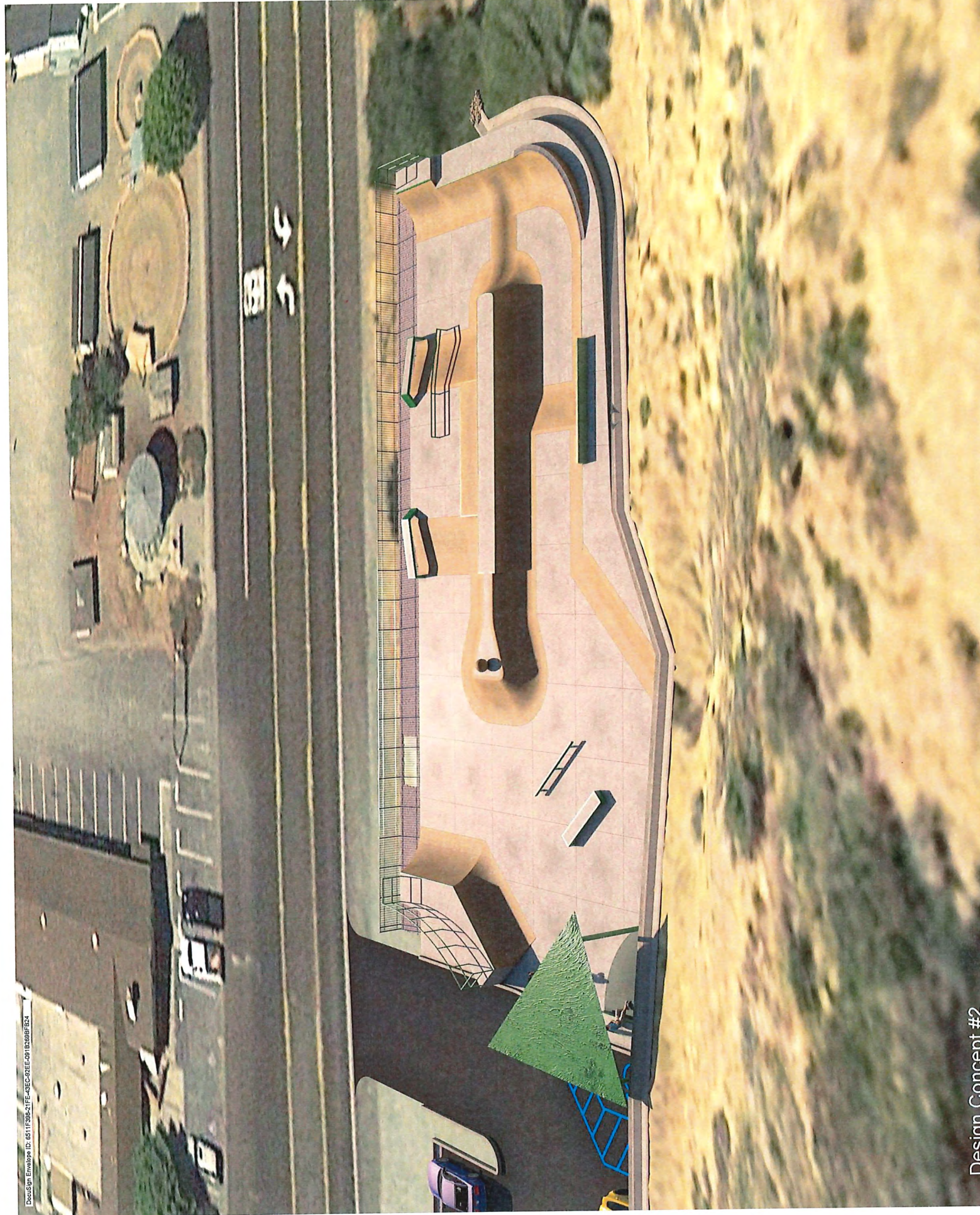
Design Concept #2







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COST ESTIMATE

CAMBRIA SKATEPARK – CAMBRIA, CA

CAMBRIA COMMUNITY SERVICES DISTRICT

OCTOBER 14, 2021

SCOPE OF WORK:	ESTIMATED COST:
DESIGN & ENGINEERING:	
CONSTRUCTION DOCUMENTS	\$30,000.00
STRUCTURAL ENGINEERING	\$2,000.00
CIVIL ENGINEERING	\$14,000.00
FEES/PERMITTING	\$10,000.00
GENERAL:	
MOBILIZATION	\$30,000.00
TEMPORARY FACILITIES – FENCING, EROSION CONTROL, RESTROOM, DUMPSTER, ETC.	\$18,000.00
CONSTRUCTION STAKING	\$5,000.00
SKATEPARK:	
DEMOLITION	\$20,000.00
DRAINAGE SYSTEM	\$35,000.00
EARTHWORK	\$40,000.00
STEEL COPING, EDGE PROTECTION & GRIND RAILS	\$45,000.00
CONCRETE SKATE ELEMENTS	\$112,000.00
CONCRETE FLATWORK	\$45,000.00
MISCELLANEOUS SITE IMPROVEMENTS:	
SPECTATOR SEATING	\$10,000.00
SHADE STRUCTURE	\$20,000.00
4' ORNAMENTAL FENCE	\$30,000.00
PARKING LOT	\$60,000.00
RETAINING WALL	\$70,000.00
SIGNAGE	\$5,000.00
LANDSCAPING	\$10,000.00
MISCELLANEOUS PROJECT MANAGEMENT:	
MATERIAL TESTING	\$5,000.00
CONSTRUCTION OVERSIGHT	\$10,000.00
BONDING	\$10,000.00
GRAND TOTAL:	\$646,000.00



Skatepark Construction

S te Prep/Demo

- Site Staking/Layout
- Install Erosion Controls
- Retaining Wall

Grading & Drainage

- Rough Grade Site
- Install Underground Drainage

S katepark

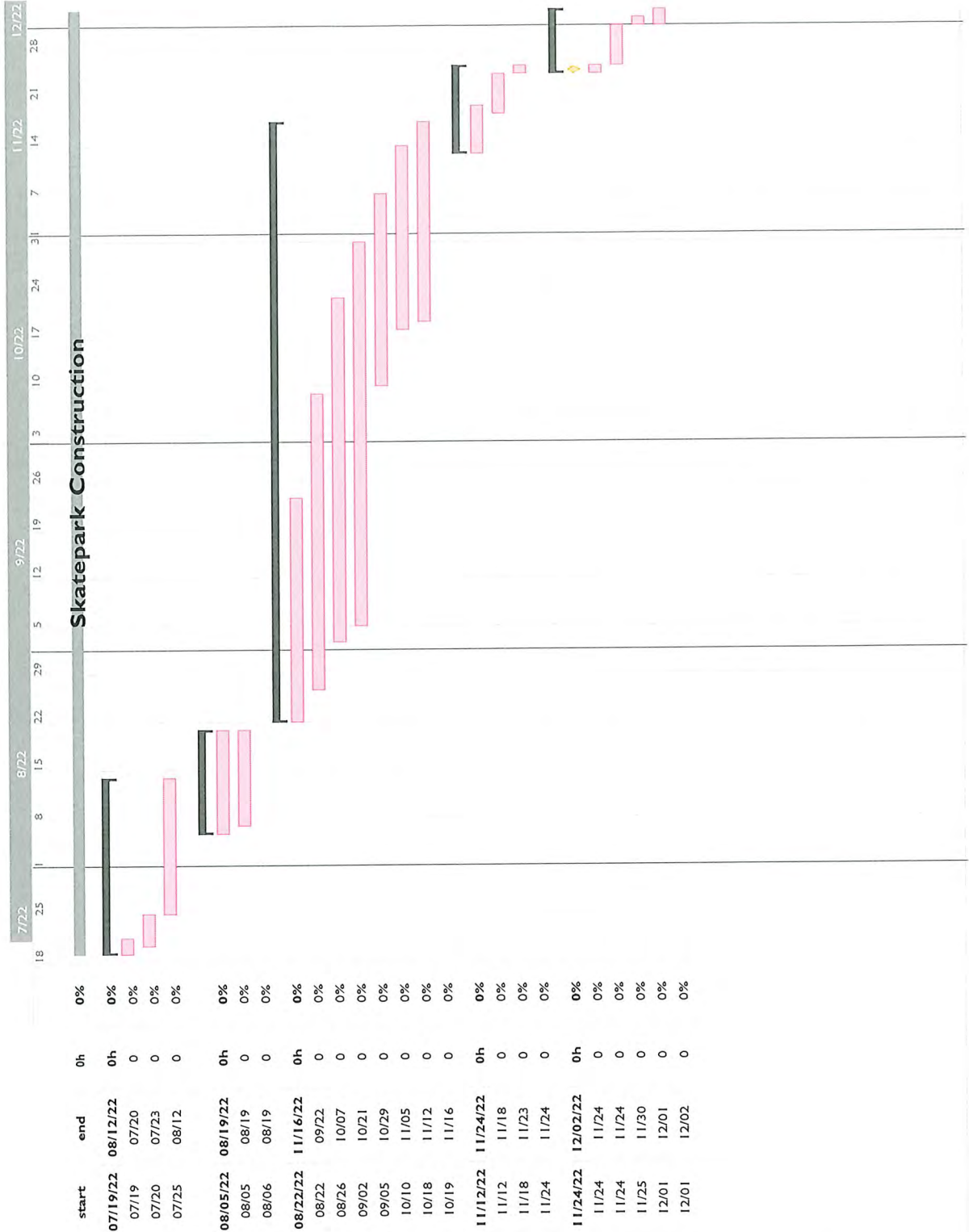
- Fine Grading / Feature Shaping
- Form & Rebar Skate Features
- Concrete Skate Features
- Jointing & Details
- Form & Rebar Skate Flatwork
- Concrete Skate Flatwork
- Jointing & Details

P arking Lot

- Fine Grading & Aggregate Base
- Asphalt
- Striping

P unchlist & Close Out

- Substantial Completion
- Punchlist Walk Through w/ Owner
- Address Punchlist items
- Final Walk Through
- Demobilize



RESOLUTION NO. 49-2021
DATED: DECEMBER 9, 2021

A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE CAMBRIA COMMUNITY SERVICES DISTRICT
ESTABLISHING AN ANNUAL BUDGET FOR THE CAMBRIA SKATEPARK PROJECT

WHEREAS, the Board of Directors desires to establish an annual budget for the Cambria Skatepark Project; and

WHEREAS, the Board of Directors desires to commit a total funding amount of \$178,000, over the time period of 3 fiscal years, and in the amount of \$59,333 each fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the Cambria Community Services District Board of Directors hereby:

1. Approves establishing an annual budget for the Cambria Skatepark Project.
2. Commits a total funding amount of \$178,000, over the time period of three fiscal years and in the amount of \$59,333 each fiscal year commencing with fiscal year 2021/2022.
3. If construction were to commence within the specified time frame, the balance of the commitment will be provided as a budget adjustment.

Adopted on the 9th day of December 2021.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by Cambria Community Services District Board of Directors:

Ayes: 4 (Howell, Dean, Steidel, Farmer)
Noes: 1 (Gray)
Absent: 0

By 4-1 vote on the motion of Director Donn Howell, seconded by Director Harry Farmer, Resolution No. 49-2021 is hereby adopted, by the Board of Directors of Cambria Community Services District, County of San Luis Obispo, State of California on December 9, 2021.

DocuSigned by:

 AEC778C33C7A40F

 Donn Howell, President
 Board of Directors

APPROVED AS TO FORM:

DocuSigned by:

 B64D40A50AA141E...

 Timothy J. Carmel, District Counsel

ATTEST:

DocuSigned by:

 DC3E1DDDC7A84D1...

 Ossana Terterian
 Board Secretary



Quality Management Services
775 Main St Suite # E Cambria, CA 93428
Office: (805) 927-2953/Fax: (805) 927-2954
robin@cambriaqms.com

February 20, 2022

Attn: Cambria Tourism Board/CBID:
Re: Tourism Infrastructure/ Beautification Grant

This letter is in support of our community skatepark. As a business owner, parent, and former Girl Scout leader, I can attest to the fact that activities for children in Cambria are lacking.

Other than sports and Scouts, children do not have a place to go. Shamel Park is geared for younger children, the pool is only seasonally accessible, and not all children are interested in the elephant seals.

Often, I am asked by tourists what there is for their children to see and do. The skatepark would be a wonderful attraction for new families and visitors. As a Property Manager I am confident this park is a plus for families with children to add to the MUST VISIT LIST. Let's get this community asset built! Your careful consideration of funding is appreciated. We need more in Cambria for kids to do.

A handwritten signature in dark ink, appearing to read "Robin Cloward", with a long horizontal flourish extending to the right.

Robin Cloward
Owner/Broker

767 Main Street
Cambria CA 93428



805.927.3624
info@cambriachamber.org

Regarding Tourism Infrastructure/Beautification Grant

Dear Cambria Tourism Board,

On behalf of the Cambria Chamber of Commerce, I am writing in support of the Skatepark coming to the center of our village. We hope that the CTB and the CBID will consider grant funding for the Skatepark. As the Executive Director of the Chamber, I am frequently faced with the question by visiting parents about what there is to do for their children. My volunteers and I recommend the elephant seals, of course, and visiting the tide pools, and other nature activities. However, many parents are looking for something more both for energetic teenagers and as a stronger temptation to put down the smart phone. It is not really fitting for our Chamber to be sending families out of town for surfing, kayaking, or skating. Our highest motive is to keep families in town at our shops, our restaurants, and our leisure spots.

We do not have a surf rental shop, we do not have kayaking at present, and the skatepark would be a tremendous attraction. It is just the sort of activity that will entertain active young people and likely some of their parents' generation as well, will keep families in town during their visit, and create the kinds of memories that will bring those children back to Cambria as adults.

The Skatepark will be a valuable asset, not only for visiting families who visit year-round, it will also be a safe activity for local young people. Skateday on March 12th will be a great start to this project and we look forward to the permanent park as a highlight for visitors and locals. We hope you will add your support to this project so it becomes a reality soon. I look forward to seeing the plaque honoring your contribution.

Sincerely,

Lorienne E Schwenk, Executive Director
Cambria Chamber of Commerce



COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS
Bruce Gibson *District Two Supervisor*

April 17, 2023

Greg Pacheco, Chair
Cambria Tourism Board
Cambria, CA 93428

Re: Tourism Infrastructure/Beautification Grant for Cambria Skatepark

I write in support of the Cambria Community Services District (CCSD) application for a Tourism Infrastructure/Beautification Project grant. If awarded, these funds would allow the CCSD to construct and complete the Cambria Skatepark.

The highly visible location of the skatepark would be an invitation for tourists as well as locals to engage in a healthy, outdoor activity. It would be yet another reason for tourists and travelers to stop along their route, stay in Cambria, and patronize the local shops and restaurants.

There has been significant community support for this project, with thousands of signatures and hundreds of thousands of dollars donated to make the skatepark a reality once again. It is worth noting that much of this support has come from *outside* of the community of Cambria. This lends further credence to the argument that there is demand and interest from tourists and visitors that a skatepark in Cambria would be a draw and a long-term asset.

I encourage your support of this project.

Sincerely,

BRUCE GIBSON
Supervisor, District Two
San Luis Obispo County

County of San Luis Obispo Government Center

1055 Monterey Street | San Luis Obispo, CA 93408 | (P) 805-781-4338 | (F) 805-781-1350
info@slocounty.ca.gov | slocounty.ca.gov

8/29/2023

Skatepark Sources & Uses

Funding Sources

Multi-year Skatepark Design (Budgeted)	General Fund	21,696
Cambria Community Council	Donations	431,216
CBID Tourism Grant	Grant Funds	47,500
CSD Contribution	General Fund	178,000
	Community Funding Sources	678,412
	Grant Funds	600,000
	Total Funding	1,278,412

Estimated Project Costs

Skatepark Design costs	41,367
Skate Park Application costs	696
Skate Park Engineering Costs	4,105
Skatepark Conceptual Plan	850,385
Additional Project Costs - Permitting, Contingencies, materials, etc)	170,077
Project Inflation & Contingency Estimates	133,370
	Estimated Project Costs 1,200,000

Total Surplus/(Deficit) 78,412

* Additional pledges of \$75,000 outstanding

GF Reserve Restriction \$ 721,284

Reserve Estimation

General Fund Reserves Estimated 6/30/2023	2,500,000
Commitment of Reserves for Skate Park- Estimated	(721,284)
General Fund Balance - Estimated	<u>1,778,716</u>

** The reserve estimation is an estimate based upon information known up to this date. It is included to help inform the decision making process and will fluctuate based upon actual activities.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. 6.A.

FROM: Matthew McElhenie, General Manager

Meeting Date: September 14, 2023	Subject: Discussion and Consideration of Appointments to the Parks, Recreation and Open Space Committee and Designation of a Member of the Board of Directors to be Chairperson
----------------------------------	---

RECOMMENDATIONS:

It is recommended that the Board of Directors discuss and consider appointing members to the newly formed Parks, Recreation and Open Space Committee. It is also recommended that the Board appoint a member of the Board of Directors to be its Chairperson, in accordance with the Standing Committee Bylaws.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

DISCUSSION:

In order to create a uniform structure of its advisory bodies, the Board of Directors recently adopted Ordinance 02-2023 which repealed Chapter 7.08 of the Cambria Community Services District Municipal Code relating to the Parks, Recreation and Open Space Commission. The Board also adopted Resolution 44-2023, amending the Board and Standing Committee Bylaws to create the Parks, Recreation and Open Space Committee ("Committee"). With the passage of the required 30-day waiting period, Ordinance 02-2023 is now effective. This agenda item is being presented to the Board of Directors in order to provide for the appointment of members to the Committee.

As has been previously indicated by Board President Dean during consideration of Ordinance 02-2023, as well as in recent General Manager Letters to the Community, the expectation is that current PROS Commissioners interested in participating in the newly formed PROS Committee will continue as Committee members. On September 5, 2023, the PROS Commission discussed existing PROS Commissioners interested in continuing on the PROS Committee. Commission members Steve Kniffen, Kermit Johansson, Jim Bahringer, and Shannon Sutherland are interested in continuing on the PROS Committee. Adolph Atencio is not interested in continuing on the PROS Committee. In addition, PROS Commission Alternate John Nixon indicated he is interested in serving on the PROS Committee. Accordingly, it is now appropriate to make those appointments to the Committee.

In addition, the Standing Committee Bylaws provide that the Committee Chairperson is to be chosen from members of the Board of Directors by a majority vote of the Board. Therefore, in addition to considering appointments of the members of the Committee, it is recommended that the Board appoint one of its members to be Chairperson of the Parks, Recreation and Open Space Committee.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.B.**

FROM: Matthew McElhenie, General Manager

Meeting Date: September 14, 2023 Subject: Discussion and Consideration to Direct Staff to Advertise for an Open Position on the PROS Committee

RECOMMENDATIONS:

It is recommended that the Board discuss and consider directing staff to advertise an open position on the PROS Committee.

FISCAL IMPACT:

There are minimal costs associated with this action, which would include staff time and advertising expenses. The Tribune's publication cost is \$250 per ad.

DISCUSSION:

On September 5, 2023, the PROS Commission discussed existing PROS Commissioners interested in continuing on the PROS Committee. Commission members Steve Kniffen, Kermit Johansson, Jim Bahringer, and Shannon Sutherland are interested in continuing on the PROS Committee. Adolph Atencio is not interested in continuing on the PROS Committee. PROS Commission Alternate John Nixon also indicated he is interested in service on the PROS Committee.

In accordance with the Cambria Community Services District (CCSD) Standing Committee Bylaws Section 2.3, staff recommends that the Board of Directors direct staff to advertise to solicit candidates to fill the vacant position. This vacancy will be advertised for at least two weeks in the local newspaper, on the CCSD website, and posted on all CCSD public information bulletin boards. The attached application may be submitted to the CCSD administration office or drop boxes, mailed to CCSD, or emailed to Haley Dodson. The selected candidate will serve until February, 2025. The Standing Committee Bylaws are attached for the Board's reference.

It is recommended that the Board direct staff to advertise to solicit candidates to fill the vacant position on the PROS Committee.

Attachments: CCSD Standing Committee Bylaws
PROS Committee Application



Cambria Community Services District Standing Committee Bylaws

1. SCOPE OF RESPONSIBILITY

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

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

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

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

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

1.6 Standing Committee Statements of Purpose and Responsibilities

1.6.1 The Finance Committee shall:

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

1.6.2 The Resources and Infrastructure Committee shall:

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

1.6.3 The Policy Committee shall:

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

1.6.4 The Parks, Recreation and Open Space Committee shall:

- (a) Assess existing resources and gather information regarding the parks, open space and recreational needs of the community.
- (b) Establish collaborative working relationships with relevant public and private organizations.
- (c) Support and work directly with the CCSD General Manager and Facilities & Resources Manager to create plans for meeting the needs of the community within the bounds of current and potential resources.
- (d) Recommend plans of action to the Board regarding meeting the community needs for parks, recreation and open space.
- (e) Facilitate communication with the residents of Cambria both to update community priorities for parks, recreation and open space, and to obtain community support for planned actions.

2. COMMITTEE MEMBERS

2.1 The Committee shall consist of five volunteer members from the community and one CCSD Board Director to act as chairperson.

2.2 Each Committee member must live and be registered to vote within the CCSD boundaries.

2.3 Method of appointment:

- (a) The Chairperson shall be chosen annually from members of the Board of Directors by majority vote of the Board.
- (b) Volunteer committee members shall serve two-year terms. Such terms shall begin in February of odd numbered years.
- (c) At the end of a term of office a committee member wishing to continue for another term shall fill out an application as specified in 2.3.(d) below and will be considered for appointment along with the other applicants.
- (d) Prior to the beginning of a term, or in the event of a vacancy during an unexpired term, the CCSD shall invite applications for committee membership. Such invitation shall be advertised for a minimum of two weeks in the local newspaper, on the CCSD website and at all Cambria CSD public information bulletin boards. Application forms may be obtained and submitted to the website or the Administrative Offices during normal business hours during the application period.
- (e) Any applications received per 2.3.(d) above shall be retained by the District and remain active for two years.
- (f) Committee members shall be appointed from the pool of applicants (see 2.3.(d) above) by recommendation of the Committee Chairperson and a majority vote of CCSD Board of Directors.
- (g) The Committee Chairperson shall be responsible for interviewing new applicants and determining their qualifications prior to making a recommendation to the CCSD Board of Directors.

2.4 Committee members shall attend all regular and special meetings of the Committee unless excused for emergencies or other good cause:

- (a) Good cause for absence includes circumstances of which the Chairperson of the Committee is notified prior to the meeting. Good cause also includes Board-authorized or Committee-authorized meeting absences such as attendance at a conference directly related to the functions and interests of the District or at the meeting of

another public agency in order to participate in an official capacity.

(b) A Committee member who is absent for good cause may notify the Chairperson by electronic transmission (e.g., email), telephone communication, or letter. The minutes shall indicate whether an absence was excused.

(c) A vacancy shall occur if a Committee member is absent from three (3) consecutive regular meetings without good cause, except as otherwise provided for by law or as authorized by the Board of Directors.

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

3. COMMITTEE OFFICERS

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

4. COMMITTEE MEMBER GUIDELINES

- 4.1. Members of the Committee and their activities are bound by all applicable provision of the Brown Act (Government Code Sections 54950, et seq.).
- 4.2. Members of the Committee shall not participate in discussion of, or vote on issues constituting conflicts of interest – "no public official shall make, participate in making, or in any attempt to use his official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (Government Code Section 87100).
- 4.3. Members of the Committee are charged with protecting and upholding the public interest and exhibiting the highest level of ethics.
- 4.4. Committee members shall at all times conduct themselves with courtesy towards each other, to staff and to

members of the audience present at Committee meetings. Should a Committee member disrupt Committee meetings or participate in behavior contrary to the charges and responsibilities of the Committee, the Committee, by a majority vote, may recommend action to the CCSD Board.

5. AGENDA PROCEDURE

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

6. MEETINGS

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

7. PARLIAMENTARY AUTHORITY

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

8. AMENDMENTS TO BYLAWS

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



PROS COMMITTEE APPLICATION FORM

Deadline: Open until filled

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

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

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

Name:

Home Address:

City:

State:

Zip Code:

Email:

Home Telephone:

Cell Telephone:

Are you a registered voter in Cambria?

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

If less than 6 months, what is the address and date of your last voter registration?

BACKGROUND (RELATED EXPERIENCE, SKILLS OR QUALIFICATIONS)

Signature:

Date:

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.C.**

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

Meeting Date: September 14, 2023 Subject: Discussion and Consideration of Approval of a Public Works Contract with Paradise Tree Service for Emergency Vegetation Removal at Van Gordon Creek for Flood Control Purposes, Authorizing the General Manager to Execute the Contract, and Adoption of Resolution 49-2023 for a Budget Adjustment of \$59,000

RECOMMENDATIONS:

It is recommended that the Board discuss and consider approval of a Public Works Contract with Paradise Tree Service for emergency vegetation removal at Van Gordon Creek for flood control purposes, authorize the General Manager to execute the contract, and adopt Resolution 49-2023 for a budget adjustment of \$59,000.

FISCAL IMPACT:

The preliminary budget for FY 23/24 that the Board approved on June 15, 2023, has \$3,177,477 in the Water Department Budget Reserves. Staff proposes moving \$59,000 of Water Budget Reserves to fund this project.

CAMBRIA COMMUNITY SERVICES DISTRICT
2023-2024 FISCAL YEAR BUDGET
RECOMMENDED BUDGET ADJUSTMENT

Budget Adjustment

<u>Fund</u>	<u>Purpose</u>	<u>Sources</u>	<u>Uses</u>
WATER	Funding from Water Fund Reserves	\$ 59,000	\$ -
WATER	Emergency Vegetation Removal	\$ -	\$ 59,000
	Fund Sub-Total	\$ 59,000	\$ 59,000
	Difference (unidentified sources of funding)	\$ -	

DISCUSSION:

During the January and March 2023 rainstorms, Van Gordon Creek (VGC) flooded onto Clyde Warren's property due to debris in the stream channel obstructing the water flow. Mr. Warren was alerted to this and responded by obtaining an emergency permit through the California Department of Fish and Wildlife and clearing VGC through his property in July. After meeting with Fish and Wildlife staff, they have concluded that the District is also eligible to do streambed clearing under the same emergency permit. CCSD staff recommends clearing the VGC streambed where it runs through CCSD property of any obstructions before the 2023/2024 rainy season to prevent VGC from backing up and causing flooding.

On 7/26/2023, District staff, along with representatives from two tree companies, walked the length of VGC from San Simeon Road to the outfall for the WRF (about 2/3 of the stretch of VGC that runs through CCSD property) and obtained estimates for the removal of vegetation, trees, logs, and other woody obstructions from the streambed. A third contractor, contacted to provide an estimate for the work, was deemed a non-responsive bidder. All the obstructions were woody, so no streambed alteration other than vegetation and wood removal would be necessary. The work would be consistent with the emergency permit. Staff recommends approving the attached contract with Paradise Tree Service. The work must be done by hand as no large equipment will be allowed on the streambed.

In addition to the work by the contractor, the District would also hire Cleveland Biological to perform the environmental surveys to ensure no impacts to endangered species. This environmental monitoring work can be covered under a separate purchase order within the FY 23/24 Water Budget. This work is proposed to be performed in September when VGC is the driest.

It is recommended that the Board of Directors approve the Public Works Contract with Paradise Tree Service for emergency vegetation removal at Van Gordon Creek for flood control purposes, authorize the General Manager to execute the contract, and adopt Resolution 49-2023 for a budget adjustment.

Attachments: Public Works Contract with Paradise Tree Service
Resolution 49-2023

**CAMBRIA COMMUNITY SERVICES DISTRICT
SHORT FORM PUBLIC WORKS CONTRACT
ECOLOGICAL CREEK CLEARING PROJECT**

THIS AGREEMENT, made and entered into this ____ day of September, 2023, by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a special district, hereinafter designated District, party of the first part, and **PARADISE TREE SERVICE**, hereinafter designated as Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, Contractor agrees with District to furnish all materials, equipment and labor and construct facilities for District, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached and as generally described hereinbelow (the "project" or "work"), and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by District, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

PROJECT DESCRIPTION:

Contractor shall satisfactorily perform all services as described in Contractor's proposal dated August 25, 2023, attached hereto as Exhibit "A" and incorporated herein by reference.

COMMENCEMENT OF WORK AND TIME LIMITS:

The Contractor shall commence Work on the Project as of the effective date of this agreement and shall diligently prosecute the completion of said Project. Prior to commencing work, Contractor shall sign and return a copy of this Contract and any document hereto; provide proof of insurance as required herein; and, meet and confer with the Utility Manager and wastewater plant staff at least one (1) day in advance. **ALL WORK MUST BE COMPLETED WITHIN FIFTEEN (15) CALENDAR DAYS FROM ISSUANCE OF A NOTICE TO PROCEED BY THE DISTRICT.**

PAYMENT SCHEDULE:

District shall pay Contractor in accordance with the provisions of Exhibit A, in an amount not to exceed \$59,000.

A five percent (5%) retention shall be withheld from any partial payment requests.

This Contract is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

ARTICLE II. For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and

Paradise Tree Service
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damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by District, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by District; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the Utility Manager under them, District will pay and Contractor shall receive as full compensation therefore the amounts for such work as described above.

ARTICLE III. District hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE IV. the following contract documents (if checked) are hereby incorporated in and made a part of this Contract as though set forth in full:

- 1. Statement of Prevailing Wages;
- 2. Bond for Faithful Performance;
- 3. Bond for Materials and Laborers;
- 4. Standard Specifications;
- 5. Special Provisions;
- 6. Construction Specifications and Standard Details;
Supplemental Conditions (See Exhibit _____)

ARTICLE V. If checked above, Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to District and in the form prescribed by law.

ARTICLE VI. .Materials: Should any of the materials or equipment prove defective or should the work prove defective due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the drawings, typical details, and specifications, due to any of the above causes, all within twelve (12) months after date on which the work called for in this Contract is accepted by District, the undersigned agrees to reimburse District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any work necessary to make such replacement or repairs, or, upon demand by District, to replace any such materials and to repair said work completely without cost to District so that said work will function successfully as originally contemplated.

District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from District. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

ARTICLE VII. If Contractor should be adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the Contract, or if he should disregard laws, ordinances or the instructions of the Engineer, then District may, upon certificate of the Engineer when sufficient cause exists to justify such action, serve written notice upon Contractor and his surety (if applicable) of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the Contract shall, upon the expiration of said five (5) days, cease and terminate.

In the event of any such termination, District shall immediately serve written notice thereof upon the surety (if applicable) and Contractor, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety, within ten (10) days after the serving upon it of notice of termination, does not give District written notice of its intention to take over and perform the Contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, District may take over the work and prosecute the same to completion by Contract or by any other method it may deem advisable, for the account and at the expense of Contractor, and Contractor and his surety shall be liable to District for any excess cost occasioned District thereby, and in such event District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to Contractor as may be on the site of the work and necessary therefore. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. The expense incurred by District, as herein provided, and damage incurred through Contractor's default, shall be certified by the Utility Manager.

ARTICLE VIII. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, Contractor's Subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established proven sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost.

Paradise Tree Service
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The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

ARTICLE IX. Reserved.

ARTICLE X. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal (if one) therefore, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.

ARTICLE XI. Time is of the essence of this contract and failure to comply with this provision shall be a material breach of this contract.

ARTICLE XII. If any part of this contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

ARTICLE XIII. Maintenance of required insurance coverage is a material element of this contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this contract. Contractor shall execute and provide the attached Certificate of Workers Compensation Insurance.

ARTICLE XIV. Additional Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

Record Audit. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

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IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

PARADISE TREE SERVICE

MATTHEW MCELHENIE, General Manager

By: _____

Its: _____

ATTEST:

Date: _____

HALEY DODSON, Confidential
Administrative Assistant

APPROVED AS TO FORM:

TIMOTHY J. CARMEL, District Counsel

STATEMENT OF PREVAILING WAGES

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the District has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html> or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.5 - Apprenticeship Requirements.
3. Section 1813 - Penalty for Failure to Pay Overtime.
4. Sections 1810 and 1811 - Working Hour Restrictions.
5. Section 1776 - Payroll Records.
6. Section 1773.8 - Travel and Subsistence Pay.

The District will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

-- END OF STATEMENT OF PREVAILING WAGES --

STANDARD SPECIFICATIONS

A. General: The work embraced herein shall be done in accordance with the applicable provisions of the most recently issued California Building Code, "Green Book" Standard Specifications for Public Works Construction, hereinafter referred to as Standard Specifications, the District's Standard Plans, hereinafter referred to as "Standard Plans", insofar as the same may apply, and in accordance with the following Standard Provisions.

The following provisions are hereby added to the Standard Specifications:

i. Section 5 – Utilities, subpart 5-1: All potholes must be filled in the same day, unless otherwise allowed by the Utility Manager. Surrounding areas shall be restored to their original condition.

B. Definition of Terms: Whenever the following terms are used in the Standard Specifications, they shall be understood to mean the following:

"Owner" or "Agency":	Cambria Community Services District
"Board":	Cambria Community Services District Board of Directors
"Defective Work":	The term "defective work" shall include work that does not conform to the contract specifications.
"Utility Manager"	The Utility Manager, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Other terms appearing in the Standard Specifications shall be given the intent and meaning specified therein.

C. Description of the Work: The work shall consist of furnishing and supplying labor, materials, tools, equipment, transportation, and services necessary to complete the subject project as described in the project plans.

D. Control of Work: The Utility Manager shall decide all questions, which may arise as to quality of work, acceptability of materials, and conduct of the work, including, but not limited to, coordination and changes in plans, superintendence of work, control of equipment, and inspection of work. Any person employed who is found by any District representative to be incompetent, intemperate, troublesome, disorderly, or otherwise objectionable or who fails or refuses to perform work properly and acceptably, shall be immediately removed from the Project upon request, by the Contractor, and shall not again be employed on the Project.

E. Construction Schedule: The contractor shall provide the Utility Manager with a detailed schedule outlining the procedure and approved by the Utility Manager prior to performing any work other than preliminary matters such as ordering materials and setting up staging areas. Extensions of the contract period due to delays that do not affect the critical path will not be allowed, if the delay can be accommodated within available float time.

F. Guaranty: The Contractor shall guarantee all materials, equipment furnished, and work performed for a period of one (1) year from the date of final completion. The Contractor warrants and guarantees for a period of one (1) year from the date of final acceptance of the system that

the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reasons of such defects including the repairs of any damages to other parts of the system resulting from such defects. The District will give notice of observed defects with reasonable promptness. In the event that the Contractor should fails to make such repairs, adjustments, or other work that may be necessary by such defects the District may do so and charge the Contractor the cost thereby incurred, as well as an administrative fee of an additional twenty 20% of the cost thereby incurred by the District.

G. Contract Changes: When changes in work are required or initiated by the Contractor or the Cambria Community Services District, the procedures in Section 3 of the Standard Specifications shall govern.

H. Existing Utilities: The Contractor shall be responsible for contacting all utility companies and/or utility districts as to location and/or relocation of existing utilities prior to construction. The Contractor shall contact Underground Service Alert [USA], telephone 1-800-642-2444, a minimum of ten (10) days prior to any excavation. The District assumes no responsibility for the completeness or accuracy of the delineation of any underground utilities, or the existence of other buried objects or utilities which are not shown on the Plans. The Contractor is solely responsible for any damage to underground or above ground utilities, which may be incurred as a result of any work performed by him under this Contract, regardless of the fact that the utilities' existence was known or unknown.

I. Prosecution, Progress and Acceptance of the Work: The Contractor's prosecution, progress and acceptance of the work shall be in accordance with Section 6 of the Standard Specifications and these Special Provisions.

J. Traffic, Access and Signage: Traffic control, if any, shall be in accordance with Section 7-10 of the Standard Specifications. The Contractor shall furnish, place and maintain such devices necessary to provide safe passage for the traveling public through the construction sites, as well as for the safeguard of workers. The Contractor shall furnish, place and maintain such devices in accordance with the most recent "California Manual on Uniform Traffic Control Devices" published by the State of California, Department of Transportation (Caltrans). The provisions shall not relieve the Contractor from the responsibility to provide such additional devices as are necessary for public safety. The Contractor shall furnish, place, maintain and remove all signage needed for maintaining public safety and controlling traffic.

K. Insurance Requirements and Indemnification:

i. General: The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder, by the Contractor, his agents, representatives, employees or Subcontractors.

ii. Minimum Scope of Insurance: Coverage shall be at least as broad as:

- a. ISO CGL coverage ("Occurrence," Form CG-0001).
- b. ISO CGL Endorsement Form (ISO CG 20 10 11 85).
- c. ISO Form No. CA-0001 (ED. 1/78), covering Automobile Liability, Code 1, "Any Auto," and endorsement CA-0025.
- d. Worker's Compensation Insurance as required by the State of California;

e. Course of Construction insurance covering for all risks of loss.

iii. Minimum Limits of Insurance: The Contractor shall maintain limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

Worker's Compensation: As required by the State of California.

iv. Other Insurance Provisions: The policies are to contain, or to be endorsed to contain, the following provisions:

GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE:

- a. The District, its officials, employees, agents and volunteers; are to be covered as insured as respects liability arising out of activities performed by or on behalf of the Contractor, including but not limited to blanket contractual liability, broad form property damage, explosion, collapse and underground hazard coverage, products and completed operations of the Contractor, or premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officials, employees or volunteers, and shall protect them from claims for personal injury, death or property damage suffered by third persons or by officers, agents and employees of Contractor and arising out of or in connection with the work which is the subject of this Contract.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officials, employees, agents or volunteers; shall be in excess of the Contractor's insurance, and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees, agents or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE:

- a. The insurer shall agree to waive all rights of subrogation against the District, its officials, employees, agents, and volunteers for losses arising from work performed by the Contractor for the District.

ALL COVERAGE:

- a. Each insurance policy required by this Section shall be in effect on the date the work is commenced and shall expire no sooner than one (1) year after the date on which the work is accepted by the District. Each insurance policy required by this Section shall be endorsed using ISO Form (CG 20 10 11 85) to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested has been given to the District.
- b. Insurance is to be placed with insurers with a Best Rating of no less than A-V and who are admitted to write policies in the State of California and contribute to the state guaranty fund.
- c. Contractors shall furnish the District with certificates of insurance and with original endorsements affecting coverage required by this Section (actual policy). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the District and are to be received and approved in writing by the District before work commences. The District reserves the right to require complete, certified copies of all insurance policies, including endorsements affecting the coverage required by these Special Provisions at any time.
- d. The Contractor shall include all Subcontractors as named insured under his policies, or shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be subject to all of the requirements stated herein.
- e. The Contractor shall indemnify, defend, and hold harmless the District, and its officers, officials, employees and agents, from and against any and all claims asserted, liability, loss, damage, expense, costs (including without limitation costs and fee of litigation) of every nature arising of, directly or indirectly, or in connection with this Contract or the acts or omissions of Contractor, contractor's subcontractors, employees, representatives, agents and invitees including, but not limited to, performance of the work hereunder or failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the established active negligence of District or the established sole negligence or willful misconduct of District, its officers, officials, employees and agents. Said indemnification and hold harmless provisions shall be in full force and effect regardless of whether or not there shall be insurance policies covering and applicable to such liability, loss, damage, expense or cost. The Contractor agrees that the use of any and all public streets and improvements which are part of or subject to this Contract shall be at all times, prior to the final acceptance by the District, the sole and

exclusive risk of the Contractor. The Contractor further specifically agrees that he shall indemnify and hold the District free of any liability for any accident, loss, or damage to the work, which is the subject of this Contract prior to its completion and acceptance by the District.

L. Non-Discrimination: While this Contract is in effect, the Contractor shall comply with all provisions of the California Labor Code Section 1735, as amended, regarding non-discrimination practices and equal employment opportunity.

M. Permits and Taxes: Unless otherwise provided in Contract documents, the Contractor shall obtain, and pay for, all construction permits, licenses or other permits necessary to complete the project and shall be responsible for all governmental charges, inspection fees, utility connection charges, and sales and use taxes.

N. Notices: Any notices from one party to the other with respect to this Contract shall be mailed, faxed, e-mailed, or delivered as shown on the signature block on the Contract.

O. Effectiveness: This Contract shall be effective only when signed by both parties to the Contract.

P. Waiver: The waiver of any breach of any condition, covenant, term, or provision of this Contract by any party to this Contract shall not be deemed to be a waiver of any preceding or subsequent breach under the Contract, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Q. Authorizations: All officers and individuals executing, this and other documents on behalf of the respective parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute said documents on behalf of the entity so indicated. Each signatory shall also indemnify the other party to this Contract, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

R. Severability: If any term, provision, covenant, or condition of this Contract shall be or become illegal, invalid, null, void, unenforceable, or against public policy, in whole or in part, or shall be held by any court of competent jurisdiction to be illegal, invalid, null, or void, or against public policy, the term, provision, covenant, or condition shall be deemed severable, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected, impaired, or invalidated. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable shall be modified or changed by the Parties to the extent possible to carry out the intentions and directives set forth in this Contract.

S. Entire Agreement: This Contract constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the Contract and supersedes all prior and contemporaneous agreements, promises, representations, warranties, understandings, or undertakings by either of the Parties, either oral or written, of any character or nature. No party has been induced to enter into this Contract by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Contract.

T. Attorney's Fees. In any litigation, arbitration, or other proceeding in law or equity by which one party to the Contract seeks to enforce its contract rights under the Contract, to resolve an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, to seek a declaration of any rights or obligations under this Contract, or to interpret the

Paradise Tree Service

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provisions of this Contract, the prevailing party shall be entitled to recover from the losing party actual attorneys' fees incurred to resolve the dispute and to enforce the final judgment, award, decision, or order and such fees, costs; or expenses shall be in addition to any other relief to which the prevailing party may be entitled.

-- END OF STANDARD SPECIFICATIONS --

CALIFORNIA PUBLIC CONTRACT CODE – PCC § 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with [Section 10240](#)) of Chapter 1 of Part 2, Chapter 10 (commencing with [Section 19100](#)) of Part 2, and Article 1.5 (commencing with [Section 20104](#)) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with [Section 7000](#)) of [Title 7 of Part 3 of the Penal Code](#) .

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with [Section 7000](#)) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of

the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing,

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mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

-- END CALIFORNIA PUBLIC CONTRACT CODE – PCC § 9204 --

Exhibit "A" Contractor's Proposal

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT:

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

I, _____, declare that
I am _____ of _____, the party
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at
_____ [city], _____ [state]."

(Signature and Title of Declarant)

PAYMENT BOND (FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the Cambria Community Services District, _____ Dollars in the sum of (\$ _____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said Principal has been awarded and is about to enter into a written contract with the Cambria Community Services District for the work described in CONTRACT DOCUMENTS FOR THE ECOLOGICAL CREEK CLEARING PROJECT which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Principal, as Contractor in said contract, or Principal's Subcontractor, fail to pay any of the persons referred to in Section 9100 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work contracted to be done, or for amounts due under the employment Insurance Act with respect to work or labor performed by any such claimant, said Surety shall pay for the same. In an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is pursuant to the provisions of Ch 7 Div 3, Pt 4, Tit 15, of the Civil Code of the State of California, and shall insure to the benefit of any of the persons referred to in said Civil Code Section 9100, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said District to said Principal shall exonerate any Surety unless the District Board of Directors of said District shall have actual notice that such payment is premature at the time and it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extension of time granted under the provisions of said contract release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

WITNESS our hands this _____ day of _____, 20__.

Surety

Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF PAYMENT BOND --

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the Cambria Community Services District, in the sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum, well and truly to be

made, has been awarded and is about to enter into a written contract with the Cambria Community Services District for the work described in the CONTRACT DOCUMENTS FOR THE ECOLOGICAL CREEK CLEARING PROJECT, which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said District to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said contract on Principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said District to said Principal shall exonerate any Surety unless the District Board of Directors of said District shall have actual notice that such payment is premature at the time it is ordered by said Board, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20__.

Surety Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF FAITHFUL PERFORMANCE BOND --

Exhibit A

Paradise Tree Service

110 Mary Avenue | suite 2 #281 | Nipomo, California 93444
(805)598-3500 | Logan@paradisetreeseervices.com | www.paradisetreeseervices.com

RECIPIENT:

Cambria Community Services District

PO Box 65
Cambria, California 93428

SERVICE ADDRESS:

990 San Simeon Creek Road
Cambria, California 93428

Quote #547	
Sent on	Aug 25, 2023
Total	\$59,000.00

Exhibit A

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PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Creek Clearing	<p>Project Title: Ecological Creek Clearing Project for Winter Storm Debris</p> <p>Project Overview: The Ecological Creek Clearing Project aims to address the significant accumulation of debris resulting from past winter storms in an ecologically sensitive area. The primary objective is to clear the creek of this accumulated debris to prevent potential blockages during future winter events, ensuring the preservation of the area's natural ecosystem. Clearing will begin at the culvert at San Simeon Creek Road and end at Van Gordon Creek.</p> <p>Key Project Objectives:</p> <ol style="list-style-type: none"> 1. Debris Removal: Utilizing environmentally conscious practices, the project will focus on the safe and efficient removal of a substantial amount of debris that has built up in the creek due to winter storms. 2. Wood Cutting Guidelines: All wood pieces with a diameter under 4 inches will be carefully cut to a maximum length of 6 feet. For larger wood pieces with a diameter over 4 inches, a maximum length of 3 feet will be observed to facilitate easier removal and enhance creek flow. 3. Environmental Protection: Strict adherence to hand crews only, without the use of heavy equipment, will be maintained throughout the project to minimize environmental impact on the sensitive ecosystem. 4. On-site Ecological Monitoring: An experienced ecological monitor will be present on-site to oversee the clearing activities, ensuring compliance with ecological preservation guidelines and best practices. This service to be provided by the Community Services District. <p>Project Implementation:</p> <p>The project will commence under the direction of qualified ecological specialists and hand crews equipped with appropriate tools for debris removal and wood cutting. The team will meticulously execute the clearing process, demonstrating utmost care to safeguard the natural habitat and avoid disruption to the area's flora and fauna.</p> <p>Project Benefits:</p> <ol style="list-style-type: none"> 1. Environmental Preservation: By effectively clearing the accumulated debris, the project will safeguard the delicate ecological balance of the area, supporting the thriving biodiversity and habitat of the creek. 	1	\$59,000.00	\$59,000.00

Exhibit A

Paradise Tree Service

110 Mary Avenue | suite 2 #281 | Nipomo, California 93444
(805)598-3500 | Logan@paradisetreeseervices.com | www.paradisetreeseervices.com

This quote is valid for the next 30 days, after which values may be subject to change.

Total

\$59,000.00

RESOLUTION NO. 49-2023
September 14, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE FISCAL YEAR 2023/2024 BUDGET

WHEREAS, on June 15, 2023, the Board of Directors adopted Resolution 38-2023 approving the Preliminary Budget for Fiscal Year 2023/2024; 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 Preliminary Fiscal Year 2023/2024 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Cambria Community Services District Board of Directors that the Fiscal Year 2023/2024 Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of September 2023.

Karen Dean
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

CAMBRIA COMMUNITY SERVICES DISTRICT
 2023-2024 FISCAL YEAR BUDGET
 RECOMMENDED BUDGET ADJUSTMENT

Budget Adjustment

<u>Fund</u>	<u>Purpose</u>	<u>Sources</u>	<u>Uses</u>
WATER	Funding from Water Fund Reserves	\$ 59,000	\$ -
WATER	Emergency Vegetation Removal	\$ -	\$ 59,000
	Fund Sub-Total	\$ 59,000	\$ 59,000
	Difference (unidentified sources of funding)	\$ -	

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.D.**

FROM: Matthew McElhenie, General Manager
David Aguirre, Facilities & Resources Manager

Meeting Date: September 14, 2023	Subject:	Receive Presentation from PROS Committee on a Concept Plan for a Disc Golf Course at the East Ranch Community Park and Discuss and Consider Directing the PROS Committee to Develop Recommendations for a Community-Wide Survey for East Ranch Recreational Options
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RECOMMENDATIONS:

It is recommended that the Board of Directors receive a presentation from the PROS Committee on a concept plan for a Disc Golf Course at the East Ranch Community Park and discuss and consider directing the PROS Committee to develop recommendations for a community-wide survey for East Ranch recreational options.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

After receiving the presentation, it is recommended that the Board of Directors discuss and consider directing the PROS Committee to develop recommendations for a community-wide survey for East Ranch recreational options.

Attachment: Active Recreation Recommendation East Ranch Open Space

Active Recreation Recommendation East Ranch Open Space

Cambria Parks Recreation and Open Space Ad Hoc



PROS Ad Hoc Committee Members:

Kermit Johansson

Jim Bahringer

Community Member:

Juli Amodei

Prepared by:

Shannon Sutherland

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

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ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Scope

At the request of the CCSD to the PROS Commission, an ad hoc committee was formed. The goal of the committee is to make recommendations to CCSD concerning the community use of the East Ranch Open Space to begin recommending projects and defining the area, cost, funding sources, and timelines. The ad hoc committee has identified four feasible, low-cost, and low-environmental impact recreational activity projects for the East Ranch Open Space:

- Disc golf course
- Additional multi-use trails
- Youth and adult fitness trail
- Community playing field

Recreational, sports, and exercise activities, cultural activities, outdoor activities, and social activities bring pleasure, joy, amusement, and meaning to our lives. The effect of participation in recreational activities on health and well-being works by:

- providing opportunities for social interactions and thereby increasing social satisfaction and building supportive relations
- helping to unwind, relax and counterbalance stress
- increasing the quality of life
- increasing physiological and cognitive functioning
- increasing social connectedness and cohesion in the local community ([Elliott et al., 2014](#), [Delhey et al., 2016](#)).

Recreational activities also attract tourists, filling hotel rooms and bringing customers to local stores and restaurants. As community signature pieces, recreation offers a marketing tool to attract tourists and boost the local economy.

The Centers for Disease Control and Prevention (CDC) stresses the importance of providing and promoting safe, equitable, and inclusive access to parks, trails, recreation areas, and green spaces. Recreation and open spaces are critical to our community's physical and psychological health. Numerous studies have shown the social, environmental, economic, and health benefits that recreation brings to a community and its people. Observational studies have shown that participation in recreational activities is associated with better health and well-being among working adults ([Sonntag, 2001](#), [Winwood et al., 2007](#)), middle-aged ([Takeda et al., 2015](#)), and older people ([Niedzwiedz, 2016](#), [Curvers et al., 2018](#), [Vozikaki, 2017](#), [Fitzpatrick, 2009](#), [Paggi et al., 2016](#), [Zimmer and Lin, 1996](#)). Among adolescents, recent studies have linked participation in recreational activities to less academic stress and better-perceived health ([Badura et al., 2015](#), [Zhang and Zheng, 2017](#)).

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Statement of Need

The need is to add low environmental impact recreation to the East Ranch to address the requirements of *Cambria's Parks, Recreation & Open Space Master Plan* (Master Plan). The original plan, adopted in 1994, outlined various goals that included designing park and recreation facilities to enhance community identity and serve the recreation needs of Cambrians of all ages, economic situations, and physical abilities. The original plan called for decomposed granite-lined trails, a playground, a picnic grove, a .55-acre dog park, playing fields, a bathroom, and a parking lot.

To date, no recreation facilities have been implemented. The only trail that runs through the heart of the East Ranch is a bootleg path made over time by the wishes and feet of walkers. The trail is not maintained and can be too muddy to walk on in the winter and overgrown with weeds in the summer. There is no playground on the site, and the dog park expanded and encroached into the picnic grove. A natural vegetation community playing field area currently exists but requires minimal grading and regular mowing. The community has identified a need for active recreation in the form of Disc Golf as a new source of healthy recreation, additional and maintained trails, and a maintained playing field.

Background

Master Plan

In 1990, as a result of community concern, the Cambria Community Services District Board of Directors (CCSD) held public meetings to discuss Cambria's park, recreation, and open space needs. At the time, the Board established an Advisory Committee to discuss the creation of a community-based Parks, Recreation, and Open Space Department. In 1992 the Advisory Committee contracted for a community survey to better assess community interest and demand for park, recreation, and open space services. Results from the community survey indicated tremendous support. In late 1992, based on survey results, Advisory Committee recommendations, and public input, the CCSD Board established a Parks, Recreation & Open Space Commission (PROS). The Commission held public meetings to discuss park, recreation, and open space issues and wrote *Cambria's Parks, Recreation & Open Space Master Plan*, which is dedicated to the acquisition, development, and maintenance of a comprehensive park system, recreational facilities, open space and trails in Cambria.

Community Feedback

The idea for a disc golf course originated from members of the community who brought the idea to the PROS ad hoc committee. As it has been over 30 years since the original Master Plan was crafted, to update the recreational needs and desires of the community, the ad hoc committee

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

surveyed the community to determine the extent of their use and support for a disc golf course, additional multi-use trails, a youth and adult fitness trail, and a community playing field. Volunteers set up a display and information table at the Cambria Farmer's Market for ten weeks and reached out to the Hispanic community. The petition presented to the public asked for a signature if the community member agreed with the addition of disc golf, multi-use trails, and natural vegetation playing fields, to the East Ranch and provided an option to voice additional suggestions. The 449 people surveyed represent 8.16% of the population of Cambria and demonstrate a good cross section of the demographics. Had the ad hoc committee sent out a survey with the water bills we would have only received input from people who own property in Cambria, possibly excluding the voices of the young and any additional people in the household. The desire of the petition was to meet people where they are and broaden outreach and encourage discussion.

AD Hoc Meetings

Community outreach created an opportunity to invite people to the Saturday ad hoc meetings. Many different people attended the meetings over the months and as a result of this outreach and were able to voice their ideas, issues, concerns, and enthusiasm for active recreation on the East Ranch.

Farmers Market

A group of four volunteers met every Friday for ten weeks at the entrance to the Cambria Farmer's Market to offer information and collect signatures from the community in support of the multi-use trails, a youth and adult fitness course, and a disc golf course. The group collected 309 signatures in support of additional multi-use trails, a youth and adult fitness course, and a disc golf course on the East Ranch. Three people provided written statements asking to leave the East Ranch as it currently stands.

Hispanic Community

Community outreach was conducted over four weeks targeting the Hispanic population in Cambria. The ad hoc committee translated the In-depth information and the petition concerning feasible projects for the East Ranch open space. Parishioners who attend the Santa Rosa Catholic church volunteered to reach out to their friends and family and ask them what active recreation they would like to see on the East Ranch. People were asked if they would like to have additional multi-use trails, a youth and adult fitness course, a disc golf course, and a natural vegetation playing field and to rank them. They were also asked to provide any additional thoughts and suggestions. The majority of the 140 people who completed the surveys identified as raising children in Cambria, and overwhelmingly (111 people) wanted to see active recreation in general and a playing field in particular.

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Project Description

Objective

The objective of this proposal is to install a nine-hole disc golf course active recreation on the West side of the Each Ranch portion of the Fiscalini Ranch Preserve. The area under consideration is approximately 13 acres, where disc golf may share space with other pass-through activities. The available space is predominately flat meadows with some seasonal marshiness. To the north, the area is bordered by dense growth overlooking Santa Rosa Creek. To the south and east, the area is bordered by varied vegetation, including moderately spaced large trees, located upslope toward private property.

Disc golf is a sport where players throw a disc at a basket, with rules similar to golf. It is a sport that is available to all age groups, socio-economic backgrounds, and fitness levels. The sport is usually played on a course with 9 or 18 holes (baskets). Players complete a hole by throwing a disc from a tee pad toward a basket, throwing again from where the previous throw landed until the basket is reached. The baskets are formed by wire with hanging chains above the basket, designed to catch the incoming discs, resulting in a score. Usually, the number of throws a player uses to reach each basket is tallied (often in relation to par), and players seek to complete each hole in the lowest number of total throws. The course does not require a grass field for installation.

- Disc golf is a rapidly growing, environmentally friendly, low-cost, and low-impact sport.
- Disc golf is a healthy outdoor activity accessible to people of all ages and abilities.
- Disc golf courses are inexpensive to install, easy to maintain, and make use of an area's existing topography. A quality 18-hole course is inexpensive to install and maintain and lasts for decades.
- Disc golf courses attract new people to park areas and support local businesses through increased tourism. Disc golfers, like dedicated hikers or cyclists, often base their travel plans around their favorite hobbies.
- Schools have been adding disc golf to their curriculum worldwide. It provides safe exercise and can be used for other life lessons like ecology, planning, and socialization. Schools are finding that kids not only love the sport but that it helps develop critical thinking through scrutinizing and negotiating obstacles.

There are no disc golf courses in or near Cambria, the closest courses are approximately 30 minutes away in Templeton Castoro Cellars Winery and Morro Bay. Disc golf tourism is a factor to consider. A small percentage of the sport's ~5 million regular players build their travel plans primarily around disc golf, targeting destination courses that typically have large, dedicated spaces with multiple layouts, extensive landscaping, and abundant on-site amenities. Regular

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

players pack a few discs for spontaneous play at whatever courses are convenient to their other plans.

Where are they from:

- 60%: from local community
- 30%: other parts of San Luis Obispo County
- 10%: outside the region

What skills do they have:

- 60%: beginners & novices
- 30%: intermediate
- 10%: advanced

How many rounds would be played daily:

- 10-20 rounds most weekdays
- 20-40 rounds most weekends
- 25-50% more in summer

Concerns

Safety of non-players is an important consideration, the West hillside area has relatively low traffic and a lack of visual blockers, so it is extremely unlikely that ill-advised throws will be made when trail users are present. Sport or recreation is absolutely risk-free. Each year, roughly 4 trillion (yes, trillion) disc golf throws are made on courses in multi-use areas (10,000 courses x 365 days x 25 rounds x 50 throws). The average number of severe injuries to players or passers-by is less than one per year. Nonetheless, there are ways to reduce this historically tiny risk even further, including installing informational signage and hiring a professional designer to ensure shots fly away from trouble spots.

Environment - disc golf's impact on the environment is far lighter than most sports and recreations, many of which require eliminating natural space. The impact on well-designed courses is limited to foot traffic and maybe marks on trees from deflecting discs. Habitat impacts are extremely rare.

Congestion - disc golf is a pass-through activity where people migrate through the space rather than remaining stationary, which integrates well with other pass-through activities. Because most courses are typically installed in multi-use spaces, disc golfers know they should wait to throw when someone passes through or near a basket. At a typical course, disc golf's usage density averages less than one person per acre and only 3-4 people per acre during peak times.

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Proposed Course Layout

The proposed layout snakes along the edge of the southern hillside of the East Ranch. This site offers the best and safest space for a beginner level, nine-basket disc golf course. The layout was reviewed on-site with key stakeholders to ensure clarity of purpose and to highlight various considerations. The layout was marked with numbered wood stakes on the site – pink ribbon to indicate tee location, and blue ribbon to indicate basket location. This proposed layout represents a conservative use of the available and suitable space, emphasizing the natural beauty of the environment and safety. Disc golf is easy to install, requiring only a tee pad, baskets, signage, and space. The distance from the tees pads to the baskets range from 167 feet to 259. Planting new trees would add to the complexity of the course.

HOLE	1	2	3	4	5	6	7	8	9	TOTAL
DISTANCE (ft)	181	216	335	167	229	198	259	186	232	2003
PAR	3	3	4	3	3	3	3	3	3	28

Table 1 - Disc golf distance for each hole

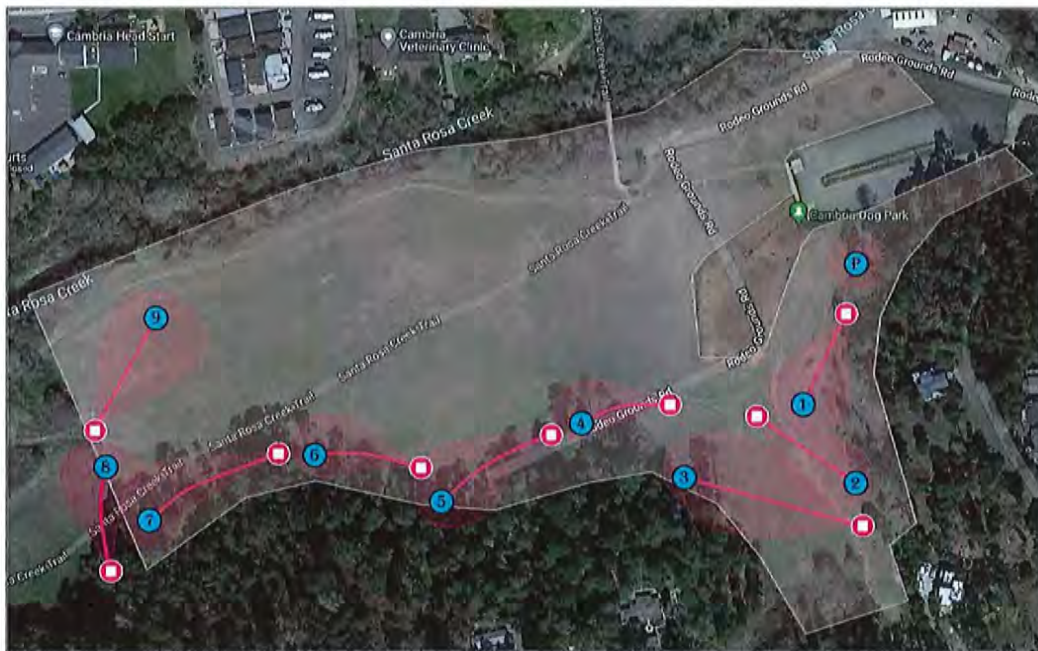


Figure 1 - Proposed disc golf course nine holes

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Level of Skill

The targeted user group are beginners to lower-intermediate. This course is designed for all fitness levels, there is no elevation gain along the course, and it is easily accessible to the very young and the elderly. Disc Golf is not a complicated sport, learning the rules of play and how to throw the disc are easy, however mastering the sport is challenging which is one of the reasons it is so popular.

Course Features

The map illustrates nine holes with one basket position for each hole. A practice basket is located near the parking lot, convenient for arriving players to practice a few putts before walking to the nearby tee #1. A welcome sign will be installed between the parking lot and the practice basket.

Point-to-Point Routing

This proposed layout is point-to-point, resulting in a walk back to the parking lot after finishing the round. The course and the routing are designed to emphasize the natural beauty of the ranch and to mitigate any safety issues.

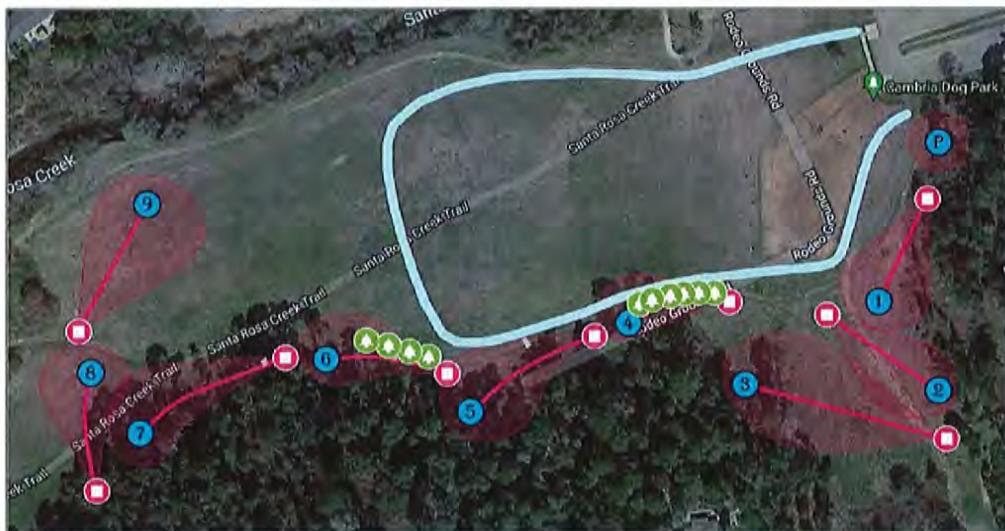


Figure 2 - Disc golf possible tree planting spots

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Safety

Safety is the number one priority of this proposed course design. The holes are marked with a teardrop shape that represents the relative flight zones. The orange area defines a zone of 30° to either side of the line between the tee box and the basket and includes discs that fly past the target, 97% of the disc flights will be in the orange zone. The yellow indicates an area where unintended shots may fly, but clearance is still considered. Unintended flights from right-handed people (90% of the population) will fly to the left of the basket, placing the course on the South side of the East Ranch greatly mitigates the safety issues associated with errant discs.



Figure 3 - Teardrop shape safety zones

Holes 4, 5, and 6 require flights parallel to and potentially across the existing social trail. Hole 4 is the most concerning as the social trail exists in the narrow slot between the playing fields and the gully which essentially serves as a course boundary for these holes. The disc flight on this hole could be blocked from crossing the trail by planting trees. While usage along the existing social trail remains very limited, planting defensive trees would narrow the flight path and make the holes more entertaining for the players. The Master Plan map places the trail going around the playing field(s) rather than continuing east-west along the edge of the gully. If so, there would be no need for new trees or any sort of defensive screen.

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Course / Property Boundaries

The proposed layout generally stays out of the trees and clear of potential property boundaries. A few holes come near apparent property lines, but the encroachment, if any, would consist of discs landing where neither player or disc would be seen or heard, nor where the player might easily encroach further into the possibly private land. For example, the stone wall behind #3 basket backs up against a steep hillside only a few feet behind. Shots that go over the wall will go no more than 10-15 feet. There will be no opportunity for a player to go any further. In this proposed layout hole #8 tee box may be located outside the East Ranch boundary. The western boundary of the available site remains somewhat unclear.

Installation

No vegetation maintenance other than mowing would be required to open the course. There is abundant poison oak in many spots along the base of the hills, but it should rarely come into play.

Because the course runs along the gully which essentially serves as a course boundary, there are several places where errant shots may land on the other side of the gully. Holes 4, 5, and 6 include an illustration of a small bridge (no concrete) as a nice-to-have feature, but not essential to open the course. (Holes 8 and 9 would presumably make use of whatever access is already afforded to the social trail along the edge of the dense brush area.

One young pine tree, on hole 5, will be screened to prevent damage from tee shots. The tree is relatively young and close to the tee, so it is vulnerable to broken branches and bark injury.

Hole 8, is located on a slope with enough inclined to necessitate a small retaining wall to minimize erosion.

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Tee Pads

The tee is where the hole begins. The main goal of a tee pad is to create a flat area where the player can make consistent throws without worrying about footing. For this proposed layout the tee pad would be constructed from wood and filled with decomposed granite or gravel. There will be nine tee pads that are 5' wide by 10' long.



Figure 4 - Example tee pad

Tee Signs

A tee sign may be placed at each tee to identify the hole number, the par, the distance, and sometimes to illustrate the recommended flight path from one basket to the next. Tee signs are typically coated metal with color graphics, roughly 12"x18" vertical, mounted about 4' high on an anchored wood post, located safely behind or to the side of the tee pad. Options include UV coatings and polycarbonate to help protect signs from sun and vandalism. Some courses use various alternatives, including mounting signs on tree stumps, painting numbers on rocks, and etching the number into the concrete pad. The signage would be considered part of the East Ranch signage and consistent with the Master Plan.

Tee baskets

To complete the hole, the disc must land in the basket. The hanging chains act as a backstop to help the disc fall into the basket. Baskets are sturdy, built with galvanized or stainless steel and are about 5 feet high, 28" wide, 50-60 lb. The pipe slides into a sleeve anchored in a concrete base 18-24" deep. The basket is easily moved from one sleeve to another, secured by a padlocked collar. Custom branding and powder-coated colors are available. There will be ten baskets: one practice basket and one on each of the nine holes.

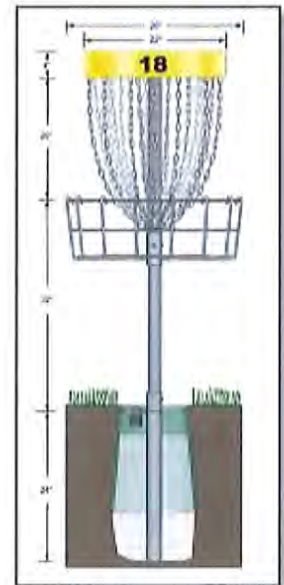


Figure 5 - Example tee basket

ACTIVE RECREATION RECOMMENDATION EAST RANCH OPEN SPACE

Maintenance

Maintenance time and cost match the relative installation costs. The annual maintenance cost at most courses is around 10% of installation cost, not counting any replacement costs for crime or vandalism. In many communities, players go beyond volunteering make substantial donations to maintain the course.

After conducting research into the maintenance practices of the other disc golf courses in San Luis Obispo County, it was determined that the majority are maintained by volunteer and disc golf clubs. Some clubs have official MOUs which establish the respective rights and responsibilities of the club and the park district, as well as a process for ongoing communication and scheduled reviews.

Budget

The disc golf project will cost approximately \$25,000 the community members that asked the ad hoc committee to consider the project have secured \$35,000 in private funds and a grant from Cambria Community Council to cover all of the costs associated with the installation of the course.

Timeline

The project installation could start immediately, pending CCSD and San Luis Obispo County approvals, and identifying the exact placement of the tee boxes and baskets.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.E.**

FROM: Timothy Carmel, District Counsel

Meeting Date: September 14, 2023	Subject: Discussion and Consideration of General Manager Performance Evaluation Process and Modifying the Form Used for Review of General Manager's Performance
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RECOMMENDATIONS:

It is recommended that the Board of Directors discuss and consider the process and form used to evaluate the General Manager's performance.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Board President Dean and Vice President Gray were appointed as an ad hoc committee to review the process used to evaluate the General Manager's performance. They prepared a report on their findings, a copy of which is attached. The Employment Agreement with the General Manager includes the following provision:

8. Performance Review

Employee shall receive semi-annual performance reviews. Employee shall report on his efforts to achieve the goals and policies as outlined by the Board of Directors.

Attached is a copy of the current General Manager Evaluation Form that has been in use for several years, along with the proposed new Cambria CSD General Manager Evaluation Form. It is based on forms used by Tamalpais Community Services District and Marina Coast Water District. It is recommended that the Board of Directors discuss and consider the evaluation process and modifying the form used to review the General Manager's performance.

Attachments: Draft Ad Hoc Committee Report on Proposed GM Evaluation Process
Previous Cambria CSD General Manager Evaluation Form
Revised Cambria CSD General Manager Evaluation Form

Draft Ad Hoc Committee Report on Proposed GM Evaluation Process

President Karen Dean and Vice President Tom Gray, serving as an ad hoc committee of the Cambria Community Services District Board of Directors, have been assessing the CCSD's current procedure for evaluating the General Manager, identifying weaknesses and developing proposed solutions. The following is a report to the Board of Directors on their activities and findings.

Ad Hoc Committee activities and key principles

President Dean and Vice President Gray's work on this topic goes back about a year, to the time of the last round of evaluations of the prior General Manager. Through interviews, webinars and other information-gathering, we have sought to develop an idea of "best practices" among special districts with roughly comparable challenges, budgets and staffing. Based on what we've learned, we have identified some key principles for effective evaluation.

First, as much as possible a Board of Directors **needs to speak with one voice**. The General Manager should not have five "bosses." He or she needs clear direction as to what is going well, what not so well, and what his or her objectives should be.

Second, evaluation should be **constructive**. Its goal should be to make the General Manager succeed. Deficiencies need to be noted, of course, but the process of doing so should not unnecessarily demoralize the GM.

Third, evaluation should set **measurable expectations**. If the Board wants the GM to meet some goal or objective, it needs to be clear about what constitutes success.

The current procedure and its weaknesses

Since at least 2009, the Board has followed a General Manager evaluation process in which each of its five members rank the GM's performance on various criteria according to a numeric scale, with the scores averaged to obtain overall rankings. The GM sees each Board member's rankings as well as the overall rankings. Each Board member also is offered an opportunity to add additional comments, which are also sent to the GM. Some GM's have prepared a response to these documents. The Board and GM then hold one closed session to discuss the final GM Evaluation.

The Ad Hoc Committee has identified some weaknesses in this procedure.

One is the fact that the GM hears from multiple points of view, often in conflict with each other. Though there is a summary average of the individual rankings, in effect the Board speaks with five voices, not one. Though the Board and GM hopefully can forge some level of consensus in their discussion of the evaluation results, this outcome isn't assured. The GM may come away with a mixed message about how he or she should proceed.

Another weakness is the tendency of the current procedure to highlight negative assessments by individual board members rather than encouraging the Board to present a more balanced view. The harsher criticisms can get the most attention from both the Board and the GM, leading to an interaction that has at least some Board members on the attack and the GM on the defensive.

The questionnaire filled out by Board members needs to be updated to ensure that the questions are such that all members, including relatively new ones and those not regularly working with the GM, can give meaningful and informed answers.

Finally, the lack of a consensus evaluation statement -- the Board speaking with one voice -- can make it difficult to set clear, measurable expectations.

The Committee proposal – a five-step process

To address these problems, the Committee proposes to adopt a more extended evaluation process, modeled with some adjustments on the method used by the Templeton Community Services District Board (special thanks go to Board President Debra Logan for helping the Committee understand the ins and outs of Templeton's method).

We also propose a new questionnaire. It is modeled after one used by the Tamalpais Community Services District in Mill Valley, CA, with a key change: Instead of five rankings for answering each question, we propose three, eliminating the top rank of "Outstanding" and the bottom rank of "Unacceptable." The proposed questionnaire is attached to this report.

The five steps in the proposed evaluation procedure are as follows:

Step 1 – Completion of questionnaires

As is currently the practice, individual Board members will receive questionnaires to fill out and return to the District Counsel. Instead of five ranking categories, we propose three: "Exceeds: Consistently exceeds normal expectations and requirements," "Meets expectations," and "Needs Improvement." This simplifies the choices to be made by Board members and avoids the more emotional language of the top and bottom ranks of a five-rank system.

Step 2 – Preparation of a draft consensus statement

Instead of the current practice of having District Counsel collect and average the questionnaires and give them directly to the GM, we propose sending the completed questionnaires to the Board President who, in consultation with District Counsel, drafts a statement based on the assessments, positive or negative, shared by all (ideally) or a strong majority of the Board members. In other words, this would be the first pass at a document in which the Board "speaks with one voice."

Step 3 – Board discussion of draft consensus statement

This would be the first closed-session meeting of the Board in the evaluation process. The object would be to discuss the draft and agree on a statement that all of the Board members can accept. The draft should include sections on accomplishments, areas needing improvement and measurable objectives that will form the basis for the next evaluation.

Step 4 – Final Board approval of consensus statement, delivery to GM

The Board meets again in closed session to review the final draft and send it to the General Manager. This will be the only evaluation document that the General Manager sees; other documents (questionnaires and earlier drafts of the consensus statement) will be retained by District Counsel.

Step 5 – Meeting with GM

The Board meets in closed session to discuss the consensus statement with the General Manager, thereby concluding the evaluation process.

Respectfully submitted by:

Karen Dean

Tom Gray

CCSD Board of Directors Ad Hoc Committee on the General Manager Evaluation Process

General Manager Evaluation 2022

ASSISTING BOARD WITH ITS POLICY-MAKING ROLE					
A. Providing Information	WEAK				STRONG
1. Does the General Manager keep you informed, in a timely manner, of the things you want to know about?	1	2	3	4	5
2. Do reports provide adequate information and analysis to help you make sound decisions?	1	2	3	4	5
3. Does he follow up promptly on Board requests for information or action without having to be reminded?	1	2	3	4	5
B. Providing Advice	WEAK				STRONG
1. Does the General Manager show adequate knowledge of community issues?	1	2	3	4	5
2. Does the General Manager plan ahead, anticipate needs and recognize potential problems?	1	2	3	4	5
3. Does he have a good sense of timing in bringing issues to the Board for action?	1	2	3	4	5
INTERNAL ADMINISTRATION					
A. Financial Management	WEAK				STRONG
1. Is the General Manager effective in controlling costs through economical utilization of manpower, materials and equipment?	1	2	3	4	5
2. Does he provide you with sufficient information on the financial status of the District?	1	2	3	4	5
B. Personnel Management	WEAK				STRONG
1. Are the decisions regarding employee training and productivity explained to Board?	1	2	3	4	5
2. Does the General Manager explain decisions regarding positions and structural changes within the organization?	1	2	3	4	5
C. Getting the Job Done	WEAK				STRONG
1. Do you have the sense that things the Board decides or directs get done?	1	2	3	4	5
2. Does he pay sufficient attention to detail to avoid error or things "slipping through the cracks"?	1	2	3	4	5
3. Does the General Manager develop and carry out short and long -term action plans?	1	2	3	4	5
INTERPERSONAL					
A. Communications	WEAK				STRONG
1. Do you feel the General Manager is a good listener?	1	2	3	4	5
2. Are communications thoughtful, clear and to the point?	1	2	3	4	5
B. Management Style	WEAK				STRONG
1. Is the General Manager open to new ideas and suggestions for change?	1	2	3	4	5
2. Does the General Manager work well under pressure?	1	2	3	4	5
3. Can the General Manager consistently put aside personal views and implement Board policy and direction?	1	2	3	4	5

General Manager Evaluation 2022

EXTERNAL RELATIONS					
A. Citizen Relations	WEAK				STRONG
1. Does the General Manager generally make a positive impression on citizens and is he respected in Cambria?	1	2	3	4	5
2. Is he effective in handling disputes or complaints involving citizens?	1	2	3	4	5
3. Does he have appropriate visibility or identity in Cambria?	1	2	3	4	5
B. Intergovernmental Relations	WEAK				STRONG
1. Is the General Manager effective representing the District's interests in dealing with other agencies?	1	2	3	4	5
2. Does he participate in enough intergovernmental activity to have an impact on behalf of the District?	1	2	3	4	5
CONTRACTUAL SKILLS AND ABILITIES					
A. Performance of contractual duties	WEAK				STRONG
1. Knowledge of organizational and management practices as applied to the analysis evaluation of programs, policies and operational needs.	1	2	3	4	5
2. Knowledge of pertinent Federal, State and local laws, codes and regulations relative to community services district operations.	1	2	3	4	5
3. Ability to plan, organize and implement complex programs and projects.	1	2	3	4	5
4. Knowledge of funding sources impacting service and program development.	1	2	3	4	5
5. Knowledge of principles and practices of construction and service contract negotiations and administration.	1	2	3	4	5
6. Knowledge of the administration of project design, permitting and construction.	1	2	3	4	5
7. Ability to determine long range needs and to plan and organize work for the efficient accomplishment of such objectives.	1	2	3	4	5
8. Ability to establish and maintain effective working relationships	1	2	3	4	5
9. Knowledge of planning and permitting processes and the administration of the California Environmental Quality Act (CEQA) as it relates to district projects.	1	2	3	4	5
10. Ability to communicate clearly and concisely, both orally and in writing.	1	2	3	4	5
OVERALL					
A. Overall Impression	WEAK				STRONG
1. Performance of duties in a professional and responsible manner consistent with generally accepted standards of his profession.	1	2	3	4	5
2. Publicly represents the district with professionalism, avoiding any action or conduct that may discredit or embarrass the CCSD.	1	2	3	4	5
3. Demonstrates commitment to the District and to a culture of excellence in serving the community's needs.	1	2	3	4	5

General Manager Evaluation 2022

ADDITIONAL COMMENTS

ACHIEVEMENTS

List the top achievements or strong points of the General Manager for the past twelve (12) months.

FUTURE DEVELOPMENT

List the performance objectives for the General Manager that you feel are the most important targets for this year.

Board Member: _____

Date: _____



**Cambria Community Services District
General Manager Performance Evaluation
Performance Year – April 20, 2023, through October 20, 2023**

Board Member Name: _____

Rating Criteria:

For each performance criteria, please use the following rating scale:

- 3 – Exceeds Expectations (consistently exceeds normal expectations and requirements)
- 2 – Meets Expectations (expected performance level)
- 1 – Improvement Needed (does not consistently meet standards)

Communication Skills:

___ **Verbal Communication Skills** – Good command of oral expression; expresses ideas clearly and concisely; easily comprehends ideas expressed by others; able to explain and understand difficult and complex subjects.

___ **Written Communication Skills** – Good command of written expression; expresses ideas clearly and concisely; easily comprehends ideas expressed by others; able to explain and understand difficult and complex subjects through written media.

___ **Presentation Skills** – Is able to prepare and present quality presentations using a variety of tools and media; presentations are effective and visually appealing.

Interpersonal Skills/Relationships:

___ Ability to relate well to others, makes people feel at ease, even in difficult situations.

___ Is able to gain the trust and confidence of the public; fosters contact and cooperation among citizens and community organizations.

___ Understands and embraces the concept of interlocal cooperation when appropriate.

___ Fosters cooperative communication and working relationships with the Board.

___ Has the ability to utilize appropriate media for communication – social media, TV, radio, newspaper, group interaction, and individual meetings.

___ Skilled in negotiation techniques in a variety of scenarios – employee, contractors, public,

interagency.

___ Demonstrates sensitivity to individuals/groups as appropriate.

___ Is forthright and honest in all relationships.

Leadership:

___ Supports and manages in accordance with identified District values and mission.

___ Fosters trust and communication with Board members, staff, and the public.

___ Provides District staff with direction and management according to the high-performance government model.

___ Uses sound judgment in decision-making; seeks out all relevant and necessary data and makes decisions in a timely manner.

___ Directs utilization of District resources effectively.

___ Promotes good customer service, both internally and externally.

___ Crises and/or emergencies are handled in an effective, efficient, and professional manner.

___ Stays current on leadership practices and techniques.

___ Actively pursues ways to increase his value to the District.

___ Supports a safe workplace environment.

Planning:

___ Ensures strategic goals are being achieved.

___ Exhibits a forward-thinking approach, both in the short and long term.

___ Utilizes effective project management techniques.

___ Sets objectives for performance and manages toward these objectives.

___ Completes projects agreed upon with the Board within the given timeframe.

Management/Staff:

___ Able to delegate authority, granting proper authority at the proper times; a good judge of when and when not to delegate.

___ Utilizes a positive approach to direct the work efforts of staff.

___ Addresses employee issues promptly and effectively.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **6.F.**FROM: Matthew McElhenie, General Manager
Jim Green, Utilities Department Manager

Meeting Date: September 14, 2023 Subject: Discussion and Consideration of Approval of Amendment to Agreement for Consultant Services with Stillwater Sciences for an Expanded Scope of Work for the Instream Flow Study and Adoption of Resolution 50-2023 Amending the FY 2023/24 Budget

RECOMMENDATIONS:

It is recommended that the Board of Directors discuss and consider approval of an amendment to the Agreement for Consultant Services with Stillwater Sciences for an expanded scope of work for the Instream Flow Study and adoption of Resolution 50-2023 amending the Fiscal Year 2023/2024 Budget.

FISCAL IMPACT:

The cost estimate for this additional work is \$48,000. Since this effort is tied directly to Water Reclamation Facility (WRF) permitting actions, it will be funded using WRF Capital Reserves, requiring a budget adjustment. The WRF Capital Reserves are estimated to be \$1,200,000 on 6/30/2023.

CAMBRIA COMMUNITY SERVICES DISTRICT
2023-2024 FISCAL YEAR BUDGET
RECOMMENDED BUDGET ADJUSTMENT

Budget Adjustment

Fund	Purpose	Sources	Uses
WRF CAPITAL	Funding from WRF Capital Fund Reserves	\$ 48,000	\$ -
WRF CAPITAL	Revisions to Instream Flow Study	\$ -	\$ 48,000
	Fund Sub-Total	\$ 48,000	\$ 48,000
	Difference (unidentified sources of funding)	\$ -	

DISCUSSION:

On August 19, 2021, the Board approved an agreement with Stillwater Sciences to perform an Instream Flow Study. At the time, this effort was characterized as Task 1 of the two-task approach the District took to complete the Instream Flow Study requirements within the San Luis Obispo Local Coastal Program and to respond to the Information Hold for the WRF Coastal Development Permit (CDP) application. The groundwater modeling and monitoring activities near the WRF project site (Task 2) will be completed by early 2024.

Task 1 was a larger-scale, long-term study of the Lower San Simeon Creek Watershed, which provided a collaborative work plan to guide the collection and analysis per the California Department of Fish and Wildlife's (CDFW) Instream Flow Program. Stillwater Sciences provided a work plan which addressed the following elements:

- Development of an Instream Flow Study Plan for San Simeon Creek that meets the standards of the CDFW to identify instream flow criteria.
- Mobilization of a Technical Advisory Committee (TAC) consisting of qualified staff from California State Parks, California Coastal Commission, CDFW, County of San Luis Obispo, and the Upper Salinas Las Tablas Resource Conservation District. Other agencies not listed here may also be invited to participate.
- Assistance and guidance to District staff in researching and completing applications to applicable grant and financing opportunities to supplement the project budget.
- Preparation of a technical report summarizing the results of the Instream Flow Study (IFS) that will include a monitoring plan for long-term sustainable environmental stewardship.

After a more than yearlong effort, the data collection, analysis, TAC coordination, and review were completed but still need to be finalized. Though staff employed a pragmatic approach to separate the Instream Flow Study as a two-task approach, the timetable of the two efforts merged and made it feasible to combine them as a single Instream Flow Study. The County of San Luis Obispo (SLO) and the Coastal Commission staff have agreed to this approach.

During the review process, both Coastal Commission and County of SLO staff have expressed concerns about the effects of Van Gordon Creek and its relation to WRF operations. Since these concerns were not included in the original scope of work (dated June 1, 2021), the proposal for this work is now brought before you today for discussion and consideration. Should this new scope be approved, the additional work will be performed, included in the study, and reviewed by the TAC. After review and comments are received for the added portion, the completed Instream Flow Study will be presented to the Board of Directors and available for public comment. After all appropriate comments are incorporated, the Instream Flow Study will be finalized. The results of the Instream Flow Study will provide the District and its partner resource agencies with the information necessary to manage instream flows to maintain healthy conditions for coastal resources dependent on the watershed and will be made available to inform the CDP process for the WRF.

The proposal (Attachment 1 Exhibit A) discusses the additional work plan and schedule. The effort will take about five months to complete.

Staff recommends the Board approve the First Amendment to Agreement for Consultant Services with Stillwater Sciences for the expanded scope of work for the San Simeon Creek Instream Flow Study and adopt Resolution 50-2023 amending the FY 2023/24 Budget.

Attachments: First Amendment to Agreement for Consultant Service with Stillwater Sciences
Exhibit A - Expanded Scope of Work for San Simeon Creek Instream Flow Study
Resolution 50-2023 & Exhibit A

**FIRST AMENDMENT TO
AGREEMENT FOR CONSULTANT SERVICES**

This First Amendment to Agreement for Consultant Services ("Amendment") by and between the **CAMBRIA COMMUNITY SERVICES DISTRICT** ("CCSD") and **STILLWATER SCIENCES** ("Consultant") is made and entered into this ___ day of _____, 2023.

WHEREAS, the parties entered into an Agreement for Consultant Services dated August 19, 2021 (the "Agreement") whereby Consultant is preparing an Instream Flow Study for the CCSD; and

WHEREAS, the parties now desire to amend the Agreement to expand the scope of work as set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals set forth above are true, correct and are hereby incorporated by reference.
2. Exhibit "A" of the Agreement ("Instream Flow Study Plan dated June 1, 2021") shall be amended to include the expanded scope of work attached hereto as Exhibit "A" ("Expanded Scope of Work for San Simeon Creek Instream Flow Study") and incorporated herein by this reference.
3. Except as modified herein, all other terms and conditions set forth in the Agreement, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, **CCSD** and **CONSULTANT** have executed this Amendment the day and year first above written.

**CAMBRIA COMMUNITY SERVICES
DISTRICT:**

STILLWATER SCIENCES:

Matthew McElhenie, General Manager

Sapna Khandwala, President and CEO

ATTEST:

Haley Dodson, Confidential
Administrative Assistant

APPROVED AS TO FORM:

Timothy J. Carmel, District Counsel



895 Napa Ave., Suite B-3, Morro Bay, CA 93442
phone 805.570.7499

Ray Dienzo
Utilities Department Manager/District Engineer
Cambria Community Services District
RDienzo@cambriacsd.org

Re: Expanded scope of work for San Simeon Creek Instream Flow Study

Dear Mr. Dienzo,

Thank you for the opportunity to provide additional support for San Simeon Creek Instream Flow Study Plan. Below you will find our scope, that includes analysis of the Cambria Community Services District (CCSD) operations potential effects on aquatic habitat in Van Gordon Creek and effects of pumping on the Warren wells, finalizing the Instream Flow Report, and preparing an Operations Plan for CCSD operations in the San Simeon Creek Groundwater Basin. Specific details are provided by task, along with a budget summary and proposed schedule.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Jarrett", is written over a light blue circular stamp.

Ken Jarrett

Fisheries Biologist
895 Napa Avenue, Suite B-3
Morro Bay, CA 93442
ken@stillwatersci.com
805-570-7499 x 502

Berkeley, CA
510.848.8098

Arcata, CA
707.822.9607

Davis, CA
530.756.7550

Morro Bay, CA
805.570.7499

Los Angeles, CA
213.336.0001

Ventura, CA
213.336.0001

Portland, OR
503.267.9006

Boulder, CO
720.656.2330

Fort Collins, CO
720.656.2330

Project Scope - Stillwater Sciences
Expanded Scope for the San Simeon Creek Instream Flow Study

TASKS

Task 1: Meetings and Coordination

This task covers time for internal meetings attended by Ken Jarret and Ethan Bell (Stillwater) and Gus Yates (Todd Groundwater) and meetings with the Technical Advisory Committee (TAC). Internal meetings will be held via video conference to coordinate and plan for finalizing the Instream Flow Study Report and preparing the CCSD Operations Plan for the San Simeon Groundwater Basin. Two meetings with the TAC are included under this task to discuss the revisions to the Instream Flow Study Report for San Simeon Creek and preparation of the CCSD Operations Plan for the San Simeon Groundwater Basin.

Assumptions:

- Includes time for attendance for up to 3 video conference calls with CCSD
- Includes time for attendance for up to 2 video conference calls with the TAC

Task 2: Van Gordon Creek and Warren Wells Assessment

Stillwater will assess the potential effects of CCSD operations on aquatic habitat conditions in Van Gordon Creek. This task includes time to review existing data reported for Van Gordon Creek, conduct a site visit to photograph and qualitatively assess aquatic habitat conditions within Van Gordon Creek, and evaluation of groundwater modeling results as it relates to aquatic habitat in Van Gordon Creek. General recommendations for CCSD operations to protect aquatic habitat for California red legged frog and steelhead in Van Gordon Creek will be developed.

This task also includes time for Stillwater to provide peer review of the draft technical memo summarizing the groundwater modeling results and review of the draft responses letter to Clyde Warren, prepared by Gus Yates. Additional time is included for Yates to conduct groundwater model refinement and testing.

Task 3: Finalize Instream Flow Report

Under this task Stillwater and Gus Yates will provide a revised version of the Instream Flow Study Report for San Simeon Creek. The revised report will (1) address comments received from the TAC on the last version of the report, (2) include results from Van Gordon Creek analysis, and (3) incorporate Gus Yates groundwater modeling analysis results and responses regarding effects on Warren's groundwater wells as an attachment.

Deliverables

An internal draft report will be provided to CCSD for internal review, one draft report will be provided for TAC review, and one final report will be provided under this task.

Task 4: Summary of Recommendations for Operations Plan

Under this task, we will prepare a summary of recommendations based on results of the instream Flow Study Report and results of the groundwater modeling. The summary will be provided to help inform the development of an operations plan prepared by the CCSD. Additional time is included to allow for Stillwater and Gus Yates to review and provide input on the operations plan.

Deliverables

A memo summarizing recommendations for CCSD operations will be provided.

Table 1. Budget Summary

Task Number	Task Description	Budget
1	Meetings and Coordination	\$10,000
2	Van Gordon Creek and Warren Wells Assessment	\$12,000
3	Finalize Instream Flow Study Report	\$18,000
4	Summary of Recommendations for Operations Plan	\$8,000
Total Budget		\$48,000



Proposed Project Schedule

Task Description	Jun.					Jul.					Aug.					Sep.				Oct.		
	5	12	19	26		3	10	17	24	31	7	14	21	28		4	11	18	25		1	8
1. Meetings and Coordination																						
Internal Meetings																						
TAC Meetings																						
2. Van Gordon Cr/Warren Assessment																						
3. Finalize Instream Flow Study Report																						
Internal Draft																						
Internal Review and Comment																						
Draft to TAC																						
TAC Review and Comment																						
Final Draft																						
4. Summary of Recommendations																						
Internal Draft																						
Final Draft																						

X indicates deliverable date.
Assumes TAC comments received within 4 weeks of report submittal.

Berkeley, CA
510.848.8098

Arcata, CA
707.822.9607

Davis, CA
530.756.7550

Morro Bay, CA
805.570.7499

Los Angeles, CA
213.336.0001

Ventura, CA
213.336.0001

Portland, OR
503.267.9006

Boulder, CO
720.656.2330

Fort Collins, CO
720.656.2330

RESOLUTION NO. 50-2023
September 14, 2023

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT
AMENDING THE FISCAL YEAR 2023/2024 BUDGET

WHEREAS, on August 17, 2023, the Board of Directors adopted Resolution 46-2023 approving the Final Budget for Fiscal Year 2023/2024; 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 2023/2024 Budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cambria Community Services District that the Fiscal Year 2023/2024 Budget is hereby amended as shown on Exhibit "A," attached hereto and incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of September 2023.

Karen Dean
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Haley Dodson
Confidential Administrative Assistant

Timothy J. Carmel
District Counsel

Exhibit A to Resolution 50-2023

CAMBRIA COMMUNITY SERVICES DISTRICT
 2023-2024 FISCAL YEAR BUDGET
 RECOMMENDED BUDGET ADJUSTMENT
 INSTREAM FLOW STUDY

Budget Adjustment

Fund	Date	Agenda Item	Purpose	Sources	Uses
WRF			Funding from WRF Capital Reserves	\$ 48,000	\$ -
WRF			IFS Expanded Scope	\$ -	\$ 48,000
			Fund Sub-Total	\$ 48,000	\$ 48,000
			Difference (unidentified sources of funding)	\$ -	

To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Regular Meeting, Thursday, August 24, 2023

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

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

One member of the public, Laura Schwartz, attended on Zoom, as did Michael Thomas, CCSD Director.

CHAIRMAN'S REPORT: Chairperson Scott gave a short report, addressing some of the recent issues the Board has been addressing. She encouraged the members to read the General Manager's bimonthly letters to be informed of the current issues related to the work of the CCSD Board. Upcoming agenda items for the Board are listed in the GM's letters for public information. Discussion ensued about the need for a revised WRF project description to meet the requirements for full permitting and the possibility of hiring a consultant to assist with the process. She described the role of the Policy Committee in revising an ordinance.

PUBLIC COMMENT: GM McElhenie made a comment asking if there were other questions for him. There was no further public comment.

CONSENT AGENDA: The July 27, 2023 Regular Meeting Minutes were approved as written.

REGULAR BUSINESS:

4.A Review and Discussion of CCSD Policy Handbook Index as updated through July 28, 2023 by Board staff.

The Chair referred the committee members to this document which gives them an idea of the history of what has been happening with the review and development of CCSD Policies. She informed the committee that this will give us direction for future meetings and how to address updating the policies. The committee will address Section 1000 policies of the Handbook Index.

4.B. REVIEW AND DISCUSSION OF CCSD POLICIES Section 1000 and CSDA SAMPLE POLICY HANDBOOK POLICIES SECTION 1000

The Chair presented this agenda item referring the committee to the grid enclosed in their committee packet. It appears that this will be a helpful tool for reviewing policies in the future. The committee requested that the Chair do follow up on several of the policies listed. The committee will review Policies 1045, 1050 and 1055 at its future meetings.

4.C. REVIEW AND CONSIDERATION OF POLICY 1040.2 ANSWERING CORRESPONDENCE TO THE BOARD

The committee discussed the redlined version of the policy provided in the committee packet. Comments included deleting the “canned response” in the policy, acknowledging that response to correspondence received is very important. Another wording that needs to be deleted is “whether to respond”. All correspondence needs a response. Member Townsend voiced a concern about constraining Directors from communicating with the public. Member Howell clarified how Directors need to communicate with the public, based on his experience as a past Director. He referred the committee to the current CCSD Bylaws related to that Directors do not represent a certain contingency because the Directors serve the community as a whole. Member Key stated that there is a difference between responding and responding with a resolution. The committee decided to continue this agenda item until the next meeting so that consensus among our members can be achieved before forwarding the policy to the Board.

4.D. REVIEW AND CONSIDERATION OF DRAFT OPERATING PRINCIPLES OF THE BOARD AND COMMITTEE MEMBER (NORMS)

Member Townsend presented his edits of the Templeton’s Operating Principles as it relates to Cambria’s CSD Board members, committee members, and staff. The committee members made several suggestions about the edits and directed the Chair to make the recommended changes and forward the document to the Board.

Public comment: L. Schwartz commented that it should be stated that the public should attend the committee meetings.

4.E. REVIEW AND CONSIDERATION OF OCTOBER 2023 AND DECEMBER 2023 POLICY COMMITTEE MEETING DATES

The committee voted to change the October 28, 2023 meeting date to November 2, 2023 so that the Chair can attend the meeting.

5. FUTURE AGENDA ITEMS

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

1. Follow up on the Climate Policy
2. Follow up on the Budget/Purchasing Policy--Donn
3. Revisiting the Answering Correspondence to the Board Policy
4. CCSD Policies 1045-1055
5. Scheduling for committee meetings
6. Disaster Relief Policy/Evacuation

The Policy Committee Meeting was adjourned at 4:46 p.m.

Resources & Infrastructure Committee Report for September 14, 2023 CCSD Meeting

The Standing Committee on Resources & Infrastructure was held on Monday August 14, 2023 in person at the Vets Hall and via Zoom. The meeting was called to order at 2:00pm. Committee members present were Chairperson Karen Dean, Secretary Derrick Williams, Committee members Mark Meeks and Julie Amodei. Vice Chair Steven Siebuhr was absent. Staff present were General Manager Matthew McElhenie, Utilities Manager/District Engineer Ray Dienzo, Program Manager Tristan Reaper, Water Superintendent Jim Green, Wastewater Superintendent John Allchin, Wastewater Operator Toni Artho, Facility & Resources Manager David Aguirre, and Confidential Administrative Assistant Haley Dodson. There were three members of the public and two Directors attending via Zoom.

There was no Chairperson Report.

From Committee Member Communications:

Committee Member Jim Webb reported on the progress of applications for marine protected areas along the Central Coast that wish to be added as part of the IUCN Green List (International Union for Conservation of Nature). The State of California will nominate the 124 Marine Protected Areas in California to the Green List.

Committee member Derrick Williams reported that California has issued a draft for Direct Potable Reuse Regulations, and this draft will be included in the AdHoc Committee on Long Term Water Storage and Supply report.

From the District Engineer Report:

Utility Manager/District Engineer Ray Dienzo reported that the County accepted the CCSD's permit application for the skate park and the additional information that they requested, it is currently going under staff review. This project will also be reviewed at a future NCAC meeting.

The community park restroom application and plans were to be submitted to the County on August 15 for review. Committee member Amodei asked about the timing for the restroom to be put in place, and Mr Dienzo estimated that the County review process would probably take at least three months.

The District has contacted both a design firm and a geotechnical engineering firm to initiate studies for the Stuart Street Tank Project. District Staff has contacted the EPA regarding this project, and the EPA is prioritizing the review. In response to a question by Committee member Williams regarding impacts that might be important in the Stuart St tank NEPA report, Staff identified archeological surveys and National Historic Preservation Act Studies. Committee members Meeks asked if is anticipated that the tank pads would need to be replaced, and Mr Dienzo responded that he did not think that would be the case.

Consent Agenda:

The July 10, 2023 R&I minutes were reviewed. Motion to approve was made by Committee member Amodei, seconded by Committee member Webb, motion was approved with 4ayes, Committee member Siebuhr absent.

Regular Business:

Utility Manager/District Engineer Dienzo gave an update on the PG&E SST Wastewater Treatment Plant Projects. CCSD Staff is continuing to work with the PG&E Design team and contractors. Design criteria is

being finalized, equipment that has a long lead time is being ordered , value engineering is underway, as is construction phasing. Staff is also considering the inclusion of lift station B-4 into these projects. The anticipated timeline is August 2023 for design completion and review submittals, anticipated construction start October 2023, and anticipated project complete October 2024. Wastewater Superintendent John Allchin introduced Wastewater Operator Toni Artho, and let the Committee know that he will be retiring at the end of the year and that Toni Artho will be taking over as Wastewater Superintendent. Both Mr Allchin and Mr Artho then answered questions on some of the technical aspects of various components of the wastewater system..

Mr Dienzo gave an update on the vegetation removal at Van Gordon Creek for flood control. There had been flooding on San Simeon Creek Rd earlier this year due to the heavy storms, and there has been flooding issues in the past at that area where Van Gordon Creek flows and has been blocked by the accumulation of vegetation and debris. The property owner on the other side of the road has removed the vegetation that has caused the blockage from his side, but we need to also remove the build up of vegetation on our side of the road. We have the opportunity to do this under an emergency permit without changing the course of the stream. Three contractors were contacted for informal quotes, one responded with a written quote which will be brought before the Board at the September 14 meeting. This project will also require environmental monitoring.

The AdHoc Committee on Climate Change Policy, consisting of Committee members Amodei and Meeks, was reviewed. A grant had been applied for to fund a consultant to help with the formation of a Climate Change/Climate Resiliency Plan. However, while the District did make it through the first round of review, we did not make it through the second review process due to the competitive demands for this grant. It was recommended we apply again next year, and the contact from the granting agency said that they could help with the grant application process next time.

It had been previously recommended that we create a Climate Action Plan first, and that could help the District to qualify for grants and funding for climate resilience projects. It was also suggested we create a climate policy based on the Climate Action Plan once that is in place. Motion to forward this report to the Board was made by Committee member Williams, seconded by Committee member Meeks. There were 4 ayes, Committee member Siebuhr absent. The AdHoc Report follows this R&I Committee Report.

Future Agenda items:

Report on San Simeon well field pump #3 replacement/repair.

Report from Brine Waste Disposal AdHoc Committee.

Report from Off Stream Water Storage and Water Supply AdHoc Committee.

Meeting was adjourned at 2:55pm

Respectfully submitted,

Karen Dean, Board President and R&I Chair

Date: August 14, 2023

To: CCSD Board

From: Ad Hoc Climate Change Committee

Subject: Climate Change Policy Recommendations

SUMMARY:

In response to the Climate Change Policy document dated December 27, 2022, R&I Committee Chair Karen Dean requested volunteers to form an Ad Hoc sub-committee to make recommendations to the board for adoption or revisions to an existing CCSD policy. Juli Amodei and Mark Meeks accepted the request.

ACTIONS

1. After a few meetings the committee resolved that there was not enough current information on the specific sources of pollution within Cambria and an environmental study would be helpful if not essential in:
 - Identifying and measuring sources of air pollution /GHG
 - Electrical use
 - Recommend means of monitoring such sources

2. Through research, the committee was able to identify a state funded grant program for climate change: Climate Adaption and Resiliency Planning. At the time of discovery, the deadline for applying was a mere three weeks away. The committee decided to request an application anyway and was allowed to submit. The grant was written and submitted by Ray Dienzo with letters of recommendation from County supervisor Bruce Gibson, Cambria Chamber of Commerce and a budget proposal from an environmental engineering firm. After passing the first round of elimination Cambria's grant request was denied in what was termed a "very competitive turn out." We were encouraged, however by an offer by the Governor's Office of Planning and Resources to participate in a round two of funding that will take place early next year, and an offer to consult with us in our effort going forward.

3. The committee requested and held a meeting with District supervisor Bruce Gibson to further discover what existing programs or funding opportunities might be available. Supervisor Gibson gave a list of organizations that we might contact they are:
 - Tri-County Regional Network
 - 3-CE
 - CSDA
 - SLO County Planning

- SLO County Public works

The Supervisor also related that SLO County has done little to implement "Climate Change" policies or programs after they completed a 2012 Climate Action Plan. He stated that SLO County was not required, and funds were not available. And basically, related that Cambria was free to obtain our own funding from external sources.

4. Reviewed several cities published Climate Action Plans (CAP) and attended a zoom meeting with:

- City of San Luis Obispo
- City of Santa Barbara
- City of Santa Cruz
- Monterey County
- City of Watsonville

At least one committee member concluded that: 1.) Climate Action Plans, in general, tend to be very similar when pointing to sources of GHG (Green House Gas) emissions. 2.) Smaller communities have limited abilities to attract funding and, are very challenged to "Move the Needle" in terms of mitigating climate change.

RECOMMENDATIONS

- Follow up on applying for the State grant offering early next year.
- Hire a Professional Grant writer. Funding is essential to make changes.
- Focus on community improvements that can be attributed to Climate Change and continue to ally for grants to accomplish these goals.
- Most Green House Gases (CO2 emissions) are identified in all the CAP's that we have seen. Look at ways to reduce vehicle traffic, particularly from tourism.
- Expand and promote Cambria's Community Bus to include, perhaps, daily transport to Morro Bay, SLO and Paso Robles.

Submitted by R&I Committee Members Juli Amodei and Mark Meeks

**LIAISON REPORT TO CCSD BOARD OF DIRECTORS ON THE SAN SIMEON COMMUNITY SERVICES
DISTRICT REGULAR BOARD MEETING ON AUGUST 3, 2023**

The special meeting was held in the Cambria Vet's Hall. Acting chair Tiwana called the meeting to order at 6:00 pm. Directors Tiwana, Diamond, Donahue, and the newly appointed Director Holly Le were in attendance.

The Board began the meeting by moving agenda item 9.A. to the beginning of the meeting. This was a Closed Session item. The meeting was closed at 6:13 pm and reopened at 8:44 pm.

BUSINESS ACTION ITEMS:

6.A. Receive SSCSD staff and RGS update regarding status of SSCSD Fiscal Year 2023-2024 budget.

It appeared the company, RGS, which was hired to oversee the budget process and accounts payable and receivable has been having some difficulty in managing the financial processes for the District. The District has requested that RGS add an additional bookkeeper to get the processes in shape, but the District also invited their previous bookkeeper, Karen Fry, to provide services in addition to RGS. The current Acting General Manager Faverty stated his appreciation for her assistance.

6.B. Discuss and adopt a Resolution approving a First Amendment to the Agreement for Transitional Consulting Services for Acting General Manager Duties and appointing Patrick Faverty as Interim General Manager.

This resolution was approved unanimously.

6.C. Discuss and direct SSCSD staff and Ashley & Vance Engineering concerning a scope of work for replacement of the pipe bridge.

There was much discussion about this project. The Interim General Manager gave a report about the timeline for completing the project. He stated that the preliminary work of engineering, permits, and other arrangements to begin construction of the bridge would most likely take about 12 months. There was some discussion of using a pre-fab bridge and using the current support structure to underpin the pre-fab bridge. He stated that the bridge would cost approximately \$110,000 and would take 16-20 weeks to complete. In addition to this cost, there would be a cost of approximately \$150,000 to prepare the site so that the pre-fab bridge could be installed. One Director stated that this project was begun in 2012 so that completing the project is of the utmost importance. The entire project would probably take between 18 and 24 months. This agenda item was approved unanimously.

Another closed session began at 9:24 to discuss:

9.B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code 54956.9: Two (2) Potential Cases

The Closed Session reopened at 9:55 pm and Board counsel reported that the Board gave direction to the staff in relation to the two potential cases.

The meeting was adjourned at 9:56 pm.

Submitted by Debra Scott, CCSD Director

NCAC Liaison Report from the August 16, 2023, NCAC Meeting

7D

The NCAC held a meeting August 16 via Zoom. This report summarizes some of the more salient points discussed. For further detail, please visit the well-organized NCAC website at the links listed below:

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

In Public Comment:

- David O’Grady presented concerns that the **abandoned property** next door at **343 Harvey** presents fire and health hazards.
- **Shannon Sutherland** was voted in as the **new Area 8 delegate** (Lodge Hill, Top of the World).
- Mary Ann Gustafson discussed the 52nd annual **Lighthouse Century bicycle ride Saturday 9/23**, from Morro Bay to the Piedras Blancas Lighthouse and back. No roads will be closed, and with staged starts, riders won’t be clumped. There will be rest stops at Shamel Park and at Pinedorado.

Regular Public Agency Reports:

- Public Safety: the Sheriff's Department provided a written report, and CHP Lt. Stewart provided an oral report. Responding to **concerns regarding collisions and unsafe intersections**. John Waddell and Joshua Roberts, SLO Public Works Department, discussed **the process for installing stop signs**, and encouraged the public to contact them with concerns at: [SLO Public Works Department](#).
- CCSD Fire Chief provided a written report, including a weed abatement summary.
- SLO County Supervisor: Blake Fixler provided an oral report for Supervisor Bruce Gibson. In early September the Board of Supervisors will discuss options on independent redistricting. **Public concerns were expressed regarding the Christmas Market.**
- CCSD: Michael Thomas provided a written report. There was interest in the weed abatement program and the transition of the PROS Commission to a Standing Committee. GM McElhenie reviewed the new Facilities and Resources Department Manager David Aguirre’s work experience.
- Cambria Fire Safe Focus Group: Dave Pierson provided a written report, discussed the Zone Haven implementation, September 4th Chipping Event, and challenges regarding fire insurance coverage.
- SLO County Public Works: John Waddell provided an oral report, an overview of the County’s response to issues resulting from the winter rainstorms and reported there remain approximately 31 sites to be repaired in the Cambria area.
- CCHD: Tim Benes provided an oral report, reminded attendees about flu and pneumonia vaccinations, and emphasized COVID boosters due to a recent increase in cases in the North Coast area.

NCAC Liaison Report from the August 16, 2023, NCAC Meeting

7D

Guest Presentations: John DiNunzio, Transportation Planner at SLOCOG (San Luis Obispo Council of Governments), gave a presentation on SLO regional transportation planning, and **made the case for a 0.5% sales tax** in SLO County which may be proposed in 2024.

Reports from Standing Committees and Special Interest Representatives:

- 8:38 PM, Hispanic Report: Lourdes Nilon provided and discussed a written report describing her outreach to the Spanish-speaking community for the PROS Ad Hoc Committee regarding interests on the east ranch community park.
- Land Use Committee: Jeff Kwasny provided and discussed a written report, approved 2 referrals:
 - A Minor Use Permit for a single-story addition at 901 Sheffield.
 - A **Development Plan/ CDP for the annual Cambria Christmas Market** that includes some levels of expansion, and several conditions.
- Outreach Committee: Karen Chrisman provided a brief oral report, regarding her posts on social media and reports to the Cambria Chamber of Commerce Board of Directors... her recent post about tonight's meeting was viewed over 600 times. Brian indicated that NCAC plans to transition to a new website provider, but the website URL will remain the same: <https://www.ncacslo.org/>.

The next NCAC Meeting will be September 20, at 6:00 PM via Zoom.

Respectfully submitted,
Michael Thomas, CCSD Board of Directors

Parks, Recreation and Open Space Commission August 1st, 2023 Meeting Summary

The meeting was called to order at 10:02 AM. In attendance were Chairman Steve Kniffen, Vice Chair Adolph Atencio, Commissioners Kermit Johannson, Shannon Sutherland, Jim Bahringer, Ex Officio members Juli Amodei and (alternate) John Nixon, CCSD General Manager Matthew McElhenie, Confidential Administrative Assistant Haley Dodson, and recently hired Facilities and Resources Manager David Aguirre.

Chair Kniffen began by stating he did not have a Chairman's Report, but then added this would be his final meeting as PROS Commission Chair, as the Commission would become a Standing Committee beginning in September. He then requested, most likely due to the number of community members present at the meeting, that brevity be observed when speaking, and to please avoid making the same comment over and over.

Under Ex Officio Reports, John Nixon, sitting in for FFRP Executive Director Kitty Connolly, reported that while the large amount of rain received earlier in the year allowed for an abundance of growth in the wooded areas of the Ranch, the moisture also had a negative impact on the pine tree and other seedlings in the FFRP greenhouse, with a root rot fungus destroying them. As a result, the entire nursery area is having to be sterilized and seedlings ultimately replanted. Weeding continues on a weekly basis, and FFRP eagerly anticipates the approval of the Boardwalk path extension.

Ex Officio Skate Park Representative Juli Amodei said that recent skating actives in SLO County had provided added monies for the Cambria Skate Park project. She added that CCSD Utilities Manager Ray Dienzo would soon be meeting with the County Planning Department regarding the project moving forward, as well as this being a very critical time in addressing the requirements of CEQA (California Environmental Quality Act), In addition, three grants are presently going through the application process, including the \$600,000 matching grant on the \$1,200,000 project. She added that with the MOU (Memorandum of Understanding) with the CCSD, as well as other grants, pledges, and private donations, Skate Cambria has so far raised roughly \$635,000. Juli also was grateful to announce that the Skate Cambria project is well known, highly regarded and supported in the Skate Park world, and that there's a very positive relationship with both the Cambria Community Council and the Cambria CSD. Further information is available at the web site SkateCambria.com.

After a brief written Public Comment on items not on the agenda read by Chair Kniffen, General Manager McElhenie introduced new Facilities and Resources Supervisor David Aguirre, who just began with, "a full plate in his hands." Mr Aguirre stated while much needed to be addressed, he was working well with his crew, and looked forward to "getting things done". GM McElhenie then provided some background and credentials on David, plus stating he's providing some fresh ideas for the tasks at hand.

At this point Chair Kniffen asked for some clarification as to what changes would be taking place regarding the PROS Commission soon becoming a Standing Committee. GM McElhenie said that, with a CCSD Board Director now becoming the Chair of the Standing Committee, there would be more structure and Board communication with the PROS Committee.

On the Consent Agenda, Chair Kniffen asked for approval of the July meeting minutes, which was unanimous. It should be noted there was no July meeting, and it was actually approval for the June 6th meeting that was given.

Regular Business Item 6.A. Discuss Funds Allocated to PROS.

Commissioner Sutherland observed that even though the PROS Commission had their \$19,000 allocation available for potential projects, it might be wise to hold off taking action in this area until after the Commission became a Standing Committee in September. GM McElhenie concurred that the time element while PROS was being reorganized would have little impact on the utilization of funds. Ms Sutherland remarked that sports fields were already defined on the East Ranch, and that grading, mowing and movable backstops could be quickly acted upon, and this should soon be addressed. The General Manager then advised PROS put a package together on this and bring it before the Board for a budget adjustment in September.

A short discussion then took place with Chair Kniffen making some comments and observations.

Regular Business Item 6.B. Discussion Regarding Cambrians for Aquatics Group Request for Land Allotment

Chair Kniffen initially allowed spokesperson Barbara Bronson Gray to speak on this subject for 15 minutes. She began by stating the pool has been a 10 year effort proposed for various locations in Cambria, and that after speaking with Supervisor Bruce Gibson and County Planning it appeared hopeful regarding the pool ultimately being placed on the East Ranch. The issue today was to ask the PROS Commission to request a new MOU (Memorandum of Understanding) from the CCSD to allow for one acre of land on which the pool can be built. Commissioner Sutherland stated a written proposal with details on the project needed to be provided before any action could take place. General Manager McElhenie stated any discussion or decision taken today would be premature as the Commission was soon to become a Standing Committee. Ms Gray then spoke to the idea of gaining support for the project from PROS to then be forwarded to the CCSD Board of Directors for further discussion and potential approval.

At this point former CCSD Board Director and President Donn Howell spoke via Zoom, reminding the Commission that this item as Agendized was for discussion only. Chair Kniffen then allowed for public comment on the item from those in attendance. The value of swimming for children and the elderly, and aqua therapy as a positive way of addressing health issues, were brought up. Michael Calderwood added that something tangible with greater detail needed to be provided. Commissioner Sutherland then again stated that before taking any further steps additional information and documentation on the project needed to be provided before any proposal could be recommended and forwarded to the CCSD Board. At one point Commissioner Bahringer requested a vote take place approving the CCSD enter into a MOU for some portion of the East Ranch be set aside for a pool. Alternate Nixon seconded the motion. A casual vote was taken, with Chair Kniffen stating the motion passed 4-1, with Ms Sutherland voting no. Vice Chair Atencio asked how FFRP (Friends of the Fiscalini Ranch Preserve) felt about projects on the East Ranch. John Nixon, Chair of FFRP Board of Directors, stated that the Ranch Master Plan and the Conservation Easement only address the boundaries of the Ranch, and FFRP is neutral on any proposed recreational projects. He added that roughly only 11 acres are available for activities on the East Ranch.

Regular Business Item 6.C.

Receive Ad Hoc Committee Report for Active Recreation Recommendation for East Ranch and Request Approval for Presentation to CCSD Board of Directors.

Commissioner Sutherland then spoke to activities that would be environmentally low impact, financially feasible, and relatively easy to implement. However, she added the situation has become more problematic than anticipated, as the amount of land available has been limited by various

constraints such as noise pollution, the flood plain, and expansion of the dog park. Nevertheless, she added it was still time to move forward, that private donations were available for the Frisbee Golf Course which would be easy to maintain. Frisbee/Disc Golf is in alignment with the Ranch Master Plan, and has received support by signatures gathered at the Farmers Market and from the Hispanic community. The County will soon be providing feedback as to the specific location of this very flexible project. The financial amount required, roughly \$35,000, would be no problem, as these monies have been privately donated for the project. As for ongoing maintenance, this is not presently included in the proposal due to variables, but volunteer opportunities are anticipated. The timeline depends on feedback from County Planning. At this point Ms Sutherland made the motion to send the proposal forward to the CCSD Board of Directors, which was seconded by Commissioner Johansson.

Discussion then took place among Commission members as well as attendees from the public. A request was made that a more complete survey of the community be made as to the most desired recreational activities. A comment was also made on the importance of addressing the needs of the Hispanic community. At one point General Manager McElhenie recommended a map be provided for the CCSD Board as to where the recreational projects would be located, especially Frisbee/Disc Golf. Ultimately the motion was made by Ms Sutherland and seconded by Mr Johansson to forward the Active Recreation/Frisbee Golf presentation to the CCSD Board. The vote was unanimous in favor.

The meeting was adjourned by Chair Kniffen at 11:28AM

Presently it has yet to be determined when the PROS Commission will be restructured as a Standing Committee, nor who the Committee Chair and the Committee members will be.

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

PROS Commission August 8, 2023 Special Meeting summary

The meeting was called to order at 10:00 AM by Chair Kniffen. A quorum was established, with Commissioner Jim Bahringer and alternate John Nixon also in attendance, as well as General Manager Matt McElhenie and F&R Supervisor David Agguire. Also attending the meeting in person were CCSD Director Michael Thomas, FFRP ED Kitty Connolly, Michael Calderwood, Barbara Bronson Gray, Donn Howell, Tony Church, Allan Dean, and Cheryl McDowell.

Mr Kniffen stated he did not have a Chair report, neither of the Ex-Officio members were present to provide a presentation, and none of the three Commissioners attending had anything to communicate.

Under Public Comment ON Agenda Items:

Mr Michael Calderwood spoke in person. He began by stating that, at the previous meeting of August 1st, "something went awry." He described doing a bit of follow up work, and as a result finds very little information is being provided regarding a pool being built on the East Ranch, and it would be premature and irresponsible for the Commission to move forward without more factual documentation and greater clarity, observing this would be a significant infrastructure project taking place on public land without a known cost or potential funding. He added the same strict standards that are being applied to the Skate Park should be considered regarding the pool. Ms Aleta Francis called to concur with Mr Calderwood, adding that transparency and vigor needed to be applied. Elizabeth Bettenhausen called to "totally agree with Mr Calderwood, thank you very much!" Ms Tina Dickason phoned in next, questioning the, "rush to judgement" regarding the MOU, that something like this had been seen all too frequently in the past with very problematic results, and that the project should be pursued ethically and responsibly. One written comment was presented, stating they, "were totally opposed the expenditure of any Cambria taxpayer dollars on the planning or construction of a swimming pool in Cambria...!"

2.A. Discussion and Consideration of a Recommendation to the CCSD Board of Directors Regarding Entering into a Memorandum of Understanding with Cambrians for Aquatics for a Land allotment for a Pool on the East Ranch.

At this point Barbara Bronson Gray, who is providing leadership for those favoring having a pool in Cambria, voiced her concerns. She stated her belief that today's Item on the Agenda was to redo the parliamentary error that had occurred at the regular PROS meeting on August 1st, and that the process was to be properly done, not undone. She added that for all of the proponents of the pool who spoke at last week's meeting not have the opportunity to speak at today's meeting would be unfair, and that approving a MOU would just be the beginning of the discussion on the project.

At this point Mr Donn Howell, former member of the CCSD Board of Directors, speaking in person, endeavored to add clarity to the situation. He spoke to the difference between the Agenda Item at the August 1st PROS meeting and today's meeting. He added he was disappointed that at the previous meeting very little information was provided, very little discussion took place among the Commissioners regarding the pool project, and much more extensive and detailed information needed to be available in the future for Committee and Board discussion. He then went on to pose several questions of concern regarding the project itself that would need to be answered.

Laura Swartz then spoke via Zoom, voicing concern regarding the amount of water that would be required to have the pool function properly. Ms Aleta Francis called back, stating she favored a

more wholistic approach to accommodate all the activities proposed for the East Ranch, including the potential for a pool, and that a survey should be taken among all Cambria residents as to what projects they favored.

Chair Kniffen reread today's Agenda Item 2.A., then followed up by saying that at the last meeting he did NOT vote for a MOU, but for the idea of a pool on the East Ranch.

Commission alternate Nixon then stated that at the August 1st meeting he voted in error. He added that if this Item were to be sent to the CCSD Board, he wanted to be able to explain and defend what the majority of Commissioners voted for, and in raising several points of concern he concluded presently there is simply not enough information available to do so.

At this point Commissioner Bahringer made a motion to recommend to the CCSD Board of Directors that the Commission supports the idea of having a pool on the East Ranch. Chair Kniffen seconded the motion mainly to encourage further discussion, then asking if PROS could vote for an idea. Legal counsel Tim Carmel informed the Commission and all in attendance that the motion was not within the framework of the Regular Business Item. After further discussion General Manager McElhenie advised everyone that the Board was interested in hearing a presentation from Cambrians for Aquatics which is scheduled for the September 21st meeting Agenda.

Attendee Tony Church then pointed out that the intention of CFA was to charge a fee for the use of the pool, which would not be allowed under the Ranch Conservation Easement. Mr Nixon then restated his concern that not enough information was available to vote in favor of the motion, to which Mr Bahringer withdrew his motion. GM McElhenie then added that the supporters of the Frisbee Disc Golf Course would be given the opportunity to make a presentation to the Board on September 14th, followed by CFA doing so on the 21st. Chair Kniffen then observed that much research and documentation had already been provided by the Frisbee/Disc Golf advocates, while this has yet to be done by Cambrians for Aquatics.

Barbara Gray then spoke extensively, ultimately saying that all CFA desires is the opportunity to present their case and begin the process toward a MOU, and that she would never expect a MOU to be granted by the Board or any other body without a long and thoughtful process taking place.

Commissioner Shannon Sutherland, attending via Zoom, and speaking as a member of the public, then stated would't it be best for the pool project to first be presented to the PROS Standing Committee, then to the CCSD Board, especially as other projects have followed this procedure in the past. Tina Dickason then stated that the discussion had been prolonged without necessarily addressing the Agenda Item, that she agreed with the comments of Mr Calderwood and Mr Nixon, that today a no vote should be cast on the Item, and the project should first come before the Board.

Attendee Donn Howell then recommended today's Item be tabled to a date certain. Mr Bahringer added any further discussion should first go before the Board, and not to a date certain, and that PROS should wait until receiving direction from the Board before moving forward.

Ultimately no action was taken on Agenda Item 2.A.. There were no Future Agenda Items, and the meeting was adjourned at 10:45 AM.

Cambria Forest Committee August 11, 2023 Meeting summary

The meeting was called to order by Chair Crosby Swartz at 10:07 AM. A quorum was established. In attendance are Chair Swartz, Secretary Christine Heinrichs, Treasurer Laura Swartz, Greenspace Executive Director Karin Argano, local CA Native Plant Society representative David Chipping, PROS (Parks, Recreation and Open Space Committee) member Shannon Sutherland, Fire Safe Focus Group Chair David Pierson (who arrived at 10:25AM), and CCSD Board Director and liaison Harry Farmer.

Under Public and Director Comments and Reports, Laura recommended that perhaps the Forest Committee reach out to local indigenous communities as to their traditional forest health practices. Karin replied by saying she has contact information to these groups if needed.

Karin then spoke as to current Greenspace efforts, including working with Upper Salinas-Las Tablas Resource Conservation District (US-LT RCD) on an updated Forest Management Plan somewhat similar to what is being done at Rancho Marino. She said there is much dead and dying trees and other debris that needs removing from Strawberry Canyon, land owned by Greenspace adjacent to Rancho Marino. GS and US-LT RCD are exploring working together on this project in 2024. Also, many improvements have been made at the GS Creekside Reserve on Center St, with new gates, native plantings and an irrigation system. The annual One Thousand Tree Planting on State Park land adjacent to San Simeon State Park will be happening again this year the second weekend in November. 500 of the seedlings are currently being cared for at Cuesta College, the other 500 by residents of Cambria. GS continues to work in conjunction with Camp Ocean Pines, having written grants together with the assistance of COP Executive Director Andrew Boyd Goodrich. And finally, Greenspace is having their Annual Art and Adventure Auction on Saturday, October 21st at Stolo Winery, Six Adventure packages have already signed up, with two more being sought. Volunteers are needed, too.

At this point David Chipping expressed concern as to the amount of forested work that was being planned for the southern section of Rancho Marino. Crosby remarked that part of the project seemed to currently be "up in the air", but that RM Project Manager Keith Seydel, working in conjunction with US-LT RCD, says as little impact as possible will be made while endeavoring to improve the health of the forest. Shannon Sutherland then reported that the PROS Committee is hoping soon they will have reports from the various local 501(c)3's in our community as to their open space, recreational and environmental efforts being made. Laura suggested it would be an excellent idea if someone from the environmental community could be a member of the (about to be formed) PROS Standing Committee. Applications for the Committee are available, and applicants will be discussed and voted on by the CCSD Board in September. Board Director / liaison Farmer then confirmed that Board Director Michael Thomas would be the Chair of the PROS Committee.

As for Approving the Minutes from the July 14th meeting, no Minutes are available. Crosby then mentions that Director Harry Farmer, the liaison for CFC writes a summary that is available in the Agenda packet for the CCSD Board of Directors meeting on the second Thursday of each month, as well as at the CCSD web site.

In the Treasurer's Report, Laura says financially there are no changes, However, Laura then

described difficulties CFC has experienced with the IRS over the past three years since we requested correction to an IRS mistake on their Business master File entry for the Cambria Forest Committee. The IRS sent CFC a letter admitting their error, but the Business Mater File has not been corrected. The mistake could hamper the eligibility of the Forest Committee to receive tax deductible contributions and grants.

Crosby then mentioned the CCSD had hired David Agguire as the new Supervisor of the Facilities and Resources Department, taking the place of Carlos Mendoza, who recently resigned. Mr Agguire has recently stated, "I love nature", so it is hoped F&R will continue to have a respectful relationship with the natural environment here in Cambria.

Laura then expressed her concern that the CCSD recently put the over \$8 million in the General Fund in the hands of a recently founded Investment Agency, yet the District doesn't have the money to spend on environmental concerns in Cambria's open space. She pointed out the need for hiring a part time Forest Ecologist so both the CFC and the residents of our community can have a more accurate assessment of the health of the forested areas in Cambria. Crosby then reflected on the need to meet with the new General Manager to assist him in understanding some of the long time environmental issues.

David Chipping then expressed the need to have visual mapped as well as written records from various agencies as to what has happened over time in areas such as the Covell Ranch, the Fiscalini Ranch, and Rancho Marino. Crosby then spoke about the recent approval of four Fire Prevention First Health projects proposed by the SLO Fire Safe Council and Cal Fire. He expressed frustration that, despite the request of the Forest Committee and other groups and individuals to have a pre and post project examination to assess what has taken place, the Coastal Commission staff stated this was not necessary, and would in fact slow down the progress of initiating, implementing and completing the projects.

We were then provided an update on the Cambria Fire Department 2023 Fire Hazard Fuel Reduction Program. Crosby said that at the recent Board Meeting Cambria's Fire Chief said that 556 parcels had failed inspection, three times the normal average. As a result, the contractor hired to do the clearing will have serious time demands placed upon them, especially in the short time remains to clear these parcels prior to the deadline of September 15th.

Crosby acknowledged that Fire Safe Focus Group Chair David Pierson had joined the meeting, and then pointed out at Wednesday's FSFG meeting Fire Safe Council Executive Director Dan Turner provided an update on the work taking place on the Covell Ranch, and the timetable for new projects in the area. Crosby added that work would begin next week on the portion of Covell Ranch on the east side of Bridge St below the gate to the property.

Crosby then went on to mention an effort continuing to be made by the County to further develop an Emergency Evacuation Alert System. Previously named Zonehaven, the company has been bought and is currently named Genasys Protect. And while it's up and running, not all the features have been perfected, nor is the operation activated yet. It appears Cambria has been segmented into 37 different zones. For further information one can go to <https://www.prepareslo.org> or <https://project.genasys.com/search>. At this site you can

download the app for your phone. Ultimately when an event occurs you will be notified by text as to the emergency at hand and how to proceed. More information will be provided to the public at the FSFG meeting in September.

Crosby finally mentioned the upcoming chipping event taking place on Monday, September 4th, Labor Day. Sign up the week before at the Cambria Fire station, and you will be given colored tape to place around the items you want chipped. Then the work will be done on the 4th and hauled away if you wish.

Moving on to New Business, Crosby pointed out that the CCSD essentially has a new General Manager, a relatively new Fire Chief, and a new Facilities and Resources Supervisor. He presented the idea of environmentally engaged groups and individuals getting together, drawing up a list of the important issues that need addressing, and then meeting separately with each of the new employees to present the important topics and issues of concern.

One topic of concern mentioned was the removal of invasive weeds and thistle. At this point Christine Heinrichs provided some disturbing news that State Parks had disbanded the eight year Trail Stewards volunteer program regarding the removal of thistle and invasives, believing that no matter how much effort was made, complete removal could never take place. According to Christine, even a group of volunteers from the Sierra Club who had come from various parts of the United States was discouraged from doing volunteer work.

At this point Shannon suggested that PROS become involved in addressing the important open space issues of the District, and then recommend to F&R how the work could proceed in areas of Forest Management.

David Chipping then expressed concern as to what Christine had said regarding the fairly extreme decision made by State Parks, and perhaps he and CNPS might follow up on this. He then noted that efforts being made to address forest health on Rancho Marino are far more satisfactory than what is occurring on the Covell Ranch, and the work about to be done in both areas be closely observed, resulting in an organized set of sound and sensible standards being provided for future projects.

At this point various attendees needed to leave the meeting, resulting in an informal discussion of a variety of issues, from the cause of the fire in Lahaina, Maui, Hawaii being high winds and downed power lines not unlike past fires in California, to the future meeting with CCSD GM McElhenie, to Crosby expressing serious disappointment regarding the dismissive attitude of Coastal Commission staff to the Letter of Concern submitted by the Forest Committee regarding the proposed Cal Fire Fuel Reduction projects near or in Cambria. A brief discussion took place regarding the importance of carbon sequestration, and the various efforts at capturing, storing and reducing atmospheric carbon dioxide to address the climate crisis.

The meeting was adjourned at 11:17 AM.

The next Cambria Forest Committee meeting will be on Friday, September 15th at 10AM via Zoom.

This summary written and submitted by CCSD Director and CFC liaison Harry Farmer.

Friends of the Fiscalini Ranch Preserve August 8th, 2023 monthly Board of Directors Meeting summary

The meeting was called to order at 4PM by Chair John Nixon. In attendance were Vice Chair Tom Loganbill, Executive Director Kitty Connolly, Assistant Executive Director Barbara Beuche, Secretary Mark Larsen, Treasurer Mary Maher, Board members Joyce Renshaw, Bob Detweiler, Dianne Anderson, Ellie Etter, Barbara Bronson Gray, new Facilities and Resources Supervisor David Aguirre, and CCSD Board Director and liaison Harry Farmer.

The minutes for the June 13th, 2023 meeting were unanimously approved. This was followed by an introduction from the new Facilities and Resources Supervisor and Ranch Manager David Aguirre. A native of south Monterey County, an ex firefighter who has several skills and works well with his hands, he expressed his love of nature and is looking forward to working for the CCSD and caring for the Ranch. Each Board member introduce themselves to Mr Aguirre.

Executive Director Kitty Connolly reported the Summer appeal for donations has so far collected \$3,688, more than usual for this time of year. Also, the house owned by the estate of Barbara Jean Schrum has been sold, and FFRP will receive 10% of her estate, roughly \$48,000.

Ms Connolly also reported that as a result of the heavy rains early this year, the tree seedlings in the FFRP nursery were infected with a fungus, that a new location for the nursery would need to be determined and then sanitized, and that Greenspace has offered to provide new seedlings. Also, some planted trees have tested positive for the disease. New trail counters have arrived for installation on the West Ranch. Considering about 150,000 visitors have walked the two main trails over the past 6 months, the additional counters will no doubt indicate an even greater number of visitors both local and out of town, likely justifying an increase in budgeting and staffing for the Ranch. Mr Aguirre said he'd be walking the Ranch later this week and bringing his observations and concerns to the FFRP Board, and once lots owned by the CCSD had been addressed by his staff, greater attention would be given to the Ranch.

Ms Connolly stated she was approached by Shelly Becker, who is in charge of the volunteers hoping to revitalize the East Ranch dog park. Shelly asked if FFRP would-be willing to provide financial assistance to upgrade the dog park. The Executive Committee of FFRP voted against the proposal, stating this was outside the scope of FFRP, plus would require more work for FFRP with little to gain.

Under the Chairperson's Report, Mr Nixon stated he and ED Connolly had met with the new CCSD General Manager Matt McElhenie. The main focus was on improving the budget allocation for the Facilities and Resources Department, which continues to operate at a deficit due to a variety of factors, including ongoing homeless encampments cleanup, natural disasters in winter of 2021 and 2023 that devastated F&R headquarters, and regular maintenance of community obligations. And while the meeting was described as very positive and productive, FFRP indicated they are not in a position to increase the funding they already provide, or make an annual commitment, but would continue to maintain its current level of financial assistance and various actions and activities to support the Ranch Preserve.

Ms Etter further elaborated on Ranch expenses, as did Chair Nixon, indicating that it was difficult to determine from the CCSD Budget how much funding was spent on Ranch maintenance. Mr Aguirre pointed out that CCSD owns 110-115 lots that also require maintenance, implying it was difficult to separate the cost of the two. Ms Connolly reported FFRP is turning over pertinent records to the

CCSD, documenting the organization's financial contributions to the Ranch. Ms Etter added that records indicating cost accounting for expenditures would be very helpful. Mr Nixon added that the responsibilities and funding for the Facilities and Resources Department should be a top priority for the District and the new General Manager.

As for the Education Committee. Barbara Beuche, filling in for Sherryl Epps, reported the docent program has remained active throughout the summer, with one of the walks attracting 73 attendees. Other walks led by Duffy Burns and Brian Morgan were quite popular, and two birding walks have been organized with the Audubon Society. The Autumn Schedule will soon be available.

Treasurer Mary Maher reported it remains difficult to review FFRP's income and expenses due to the \$400,000 being held for the Boardwalk linking the Emergency Road to the Bluff Trail. Ms Connolly stated it will likely take another three months for County permitting to review the Boardwalk proposal, therefore affecting the timing of the expenditure for the project. Ms Maher also reported that as a result of investment partner Vanguard's recent market outlook, FFRP is again altering its equity to fixed market ratio to 65/35%.

From the Outreach and Development Committee, Ellie Etter reported a 19% increase of visitors to the Main St shop, due mainly to an increase in the number of days the store is open. Ms Etter envisions having six folks being available as well as floaters to staff the office when it's open to the public. Plus, as a result of increased sales, Kitty has ordered more merchandise. Songs for the Season is still scheduled for December 2nd at Fogs End, and while donations for auction items are going well, more are needed. If you can provide feedback or assistance in obtaining more auction items, contact Ms Etter, Dianne Anderson, or Jose Luis Sanchez. Also, the FFRP Board will be recalling the plan to reach out to newcomers to Cambria with an offer to share walk with them on the Ranch, though there has not been any negative response to this endeavor.

Ms Renshaw reported her and former FFRP ED Jo Ellen Butler have been knocking on the doors of residents regarding donating to FFRP, with an enthusiastic response from the citizenry. Mr Nixon added that donations from Soto's Market and the Brydge Restaurant are also on the horizon. Ms Renshaw added that when she fills the brochure containers at the South Bluff Trail entrance folks passing by are very appreciative of her efforts, and Mr Loganbill added that he and Walt Andrus receive so much positive feedback from visitors to the Ranch that it takes them twice as long to complete their assorted tasks, including improving the condition of benches throughout the Ranch.

Regarding the PROS Commission. Mr Nixon reported that more attention continues to be paid toward potential recreational activities on the East Ranch, with the most recent proposal being for a Frisbee/Disc Golf Course. Recently the group Cambrians for Aquatics presented their support for a pool to be built on the East Ranch. PROS has not taken a position regarding the pool, but the Ad Hoc Committee regarding Frisbee/Disc Golf will soon be making a presentation to the CCSD Board, as will Cambrians for Aquatics.

Mr Nixon reminded the FFRP Board that their organization has no position on activities on the East Ranch, and that the main interest is in maintaining the Conservation Easement, and the boundaries as defined in the current EIR (Environmental Impact Statement). He added that the PROS Commission is being restructured, and will soon become a Standing Committee Chaired by a CCSD Board Director.

Ms Etter expressed her concern that the CCSD has taken on many responsibilities without any way of paying for them, and PROS would do better if it had a funding plan in place. Mr Nixon added that

the Ranch, as well as undeveloped lots in the community, and the Veteran's Hall, did not come to the CCSD with the funding available to pay for their operation or maintenance, and the General Fund Budget is not sufficient to cover these costs.

Ranch Committee Report: Due to the considerable amount of rain this past Winter and very early Spring, much flooding and the spread of invasive plants occurred on the Ranch. Ms Gray proposed sending a letter to all residents in the community seeking a year end donation which would be focused on the cleaning up of the Ranch. Ms Connolly responded, saying that FFRP does not send mailings to individuals who have not consented, that it would cost money to do such a mailing, and that donor fatigue could present a problem. Nevertheless, Mr Nixon recommended that the Development Committee consider this possibility. Ms Connolly stated that Greenspace has recently contracted with the California Conservation Corps to address projects such as this.

Under Announcements, Ms Connolly stated that the Cambria Chamber of Commerce is looking for new Board members, and that the Chamber has been very supportive of FFRP.

The meeting was adjourned at 5:03 PM.

The next FFRP meeting will be on Tuesday, September 12th at 4PM via Zoom.

This summary written and submitted by CCSD Director and liaison Harry Farmer, with much appreciation to FFRP Secretary Mark Larsen.

Report on 2023 CSDA Annual Conference & Exhibitor Showcase

I attended the 2023 CSDA Conference from August 28 thru August 31 in Monterey. This was an amazing opportunity to learn about new technology, discover innovative practices and strategies to better accomplish our mission and goals, and how to better serve the public we represent more efficiently.

There were close to one thousand attendees from Special Districts all across California, the largest attendance that CSDA has ever had at one of these events. The attendees ranged from General Managers, Directors, Human Resource Personnel, Account/Finance Managers, Administrative Staff, Engineers, Fire Chiefs, and Utility Managers. They represented a broad range of Special Districts including Water, Wastewater, Mosquito/Vector Control, Cemetery Districts, Parks & Recreation, Fire, Healthcare, Transportation, Irrigation Districts, Flood Control, Waste Management, Airport Authority, Library, Public Utilities, and more. This gave such a variety of experiences to learn from, so many stories of various challenges and creative solutions.

There were over eighty exhibitors there with various fields of expertise, some of whom our CCSD has interacted with in the past and who, upon seeing I was from Cambria, asked how things were going in our District. Tyler Technologies, SDRMA, Lieberman Cassidy Whitmore, NBS, CSDA Finance Corp, Brandis Tallman, and Kutak Rock were among those.

There were a lot of investment, banking, audit, and asset management firms, law firms, consulting, insurance, contracting, tree and forest management, software, energy efficiency, and crisis management firms. I picked up lots of literature to share with our General Manager and others. One I found particularly interesting, (especially since I am on the R&I Committee), was a company that specializes in dewatering and environmental remediation solutions.

We had 54 very informative training sessions to choose from, but only the time to take 6 of them, so a hard decision on where to start. I downloaded the PowerPoint presentations for all of them, and decided to focus on the sessions that would be of most benefit in enabling the Board to do the best we can to represent our constituents responsibly. A couple of these sessions I had taken previously as an online webinar, but they had been updated with more current information. All of the sessions that I participated in gave us the opportunity to talk one on one with

the instructors, as well as discussing issues and solutions that attendees brought up during the course of the presentations. So, it was more of an interactive experience than just taking a webinar. I can say, after listening to some of the issues some were having within their districts, and with their fellow board members and staff, I felt very encouraged about how we here in our district are doing. The sessions I participated in were:

“The Role of the Board, Parliamentary Procedure, Brown Act, and Conflicts of Interest” led by Oliver Yee of Liebert Cassidy Whitmore

“The Brown Act in a Modern World” led by Chelsea Straus of Richard Watson Gershon. This dealt with the Brown Act in social media as well as how to avoid a serial meeting with comments, emojis, etc to posts relating to District business.

“Avoiding Conflicts of Interest and Maintaining Public Trust” led by Alex Mog of Meyers Nave. This covers financial, common law, and appearance or perceived conflicts of interest.

“10 Best Practices Every Board Member Should Know” led by Brent Ives of BHI Management Consulting. This covered how to work together as a board, what the board’s role is in working with the GM and Staff and where not to cross the line or micromanage, and how to be productive in working for the public.

“Building an Effective Board Management Team” led by Martin Rauch of Rauch Communication Consultants. This covered how to evaluate ourselves as a team, to make sure we are focusing on the right information and issues, developing clear policy to the general manager, and pain free and productive methods for evaluating the general manager’s performance.

“A Step-by-Step Guide to Building an Effective Multi-Year Strategic Plan” led by Martin Rauch of Rauch Communication Consultants. This session was especially timely as we move forward to discussions on the process of the CCSD’s Strategic Plan and Workshop. Attendees shared their experiences, or lack of, with their strategic planning process, and we discussed how to build a realistic plan, what the roles are of the board and staff in the process, timing of the review and re-evaluation of the various components of the plan, how to engage the board, GM

and staff, and the public in the process. We discussed how to create a mission statement, vision, core values, and goals.

We had two wonderfully inspirational keynote speakers.

Seth Mattison, founder of FutureSight Labs, spoke about "The Heart of Leadership: The Secret & Science to Influencing & Leading During Transformation". This was on having understanding of each other, not only connecting with each other with logic but learning how to reach each other with caring and an understanding of human behavior, discovering each other's skills and competencies, and elevating each other to do our best.

Matthew Luhn, a Story Artist, Creativity Expert & Author, formerly with Pixar, spoke about "Story Telling in Business". He talked about how to convey information in a way that motivates and inspires people and teams to connect more effectively on an emotional level and bridge the gap between business and people's hearts. He was wonderful. I think many of us have watched so many of the films he created at Pixar, all the Toy Story movies, Monsters Inc, Cars, Ratatouille, Finding Nemo, Up, etc, so we know how his storytelling can catch your heart, and his presentation was very motivational to so many of us listening to him.

I very much appreciated the opportunities to attend this event. Besides the learning experiences, the ability to network and interact with so many others from District's all across the state was amazing. I strongly suggest that if the opportunity comes up for any of the other directors or staff members to attend this next year that they definitely sign up. It will be in Indian Wells next year.

As I mentioned earlier in this report, I did download the PowerPoint presentations to virtually all of the sessions and I am happy to share them with any of the directors or staff that may be interested.

Respectfully submitted,
Karen Dean
CCSD Board President