Pursuant to Governor Newsom's Executive Order N-29-20, members of the PROS Commission and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Deputy District Clerk at boardcomment@cambriacsd.org.



Parks, Recreation and Open Space Commission (PROS)

REGULAR MEETING Tuesday, October 6, 2020 - 10:00 AM

AGENDA

Please click the link below to join the webinar:

https://zoom.us/j/92680449496?pwd=VWJIemlKQTIrdDNMQjdkWWUyL1R2UT09 Passcode: 870659

Or iPhone one-tap:

US: +16699006833,,92680449496# or +12532158782,,92680449496#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301
715 8592 or +1 312 626 6799

Webinar ID: 926 8044 9496

International numbers available: https://zoom.us/u/amtnpbfrD

1. OPENING

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. CHAIR REPORT

2. EX - OFFICIO REPORTS

A. Friends of the Fiscalini Ranch Report

3. PUBLIC COMMENT NOT ON THE AGENDA

Members of the public may now address the Commission on any item of interest within the jurisdiction of the Commission but not on its agenda today. Future agenda items can be suggested at this time. In compliance with the

Brown Act, the Commission cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

4. CONSENT AGENDA (Estimated time: 15 Minutes)

A. Consideration to Approve the Minutes from the Regular Meeting held on September 1, 2020

5. REGULAR BUSINESS

- A. Discussion Regarding the San Luis Obispo County Beautification and Infrastructure Grant (BIG)
- B. Discussion Regarding Parks, Recreation and Open Space Projects, Priorities and Costs

6. FUTURE AGENDAITEMS

7. ADJOURN

Parks, Recreation and Open Space Commission

(PROS)

REGULAR MEETING Tuesday, September 1, 2020 - 10:00 AM

MINUTES

1. OPENING

A. CALL TO ORDER

Chairman Kniffen called the meeting to order at 10:00 a.m.

B. ESTABLISH QUORUM

Commissioners present via Zoom – Commissioners Atencio, Kniffen, Cooper, Johansson Renshaw, Bahringer. Commissioner Lord was absent.

Staff present via Zoom: General Manager John F. Weigold IV, Facilities & Resources Supervisor Carlos Mendoza was absent and Deputy District Clerk Haley Dodson was present.

C. CHAIR REPORT None although a discussion was held as to the reporting of news from PROS to the on line newspaper. General Manager Weigold directed the writer to get permission from the Board before he sent the article in to the newspaper. There was general disagreement to this suggestion. Commissioner Cooper withdrew from writing articles for the paper.

2. EX - OFFICIO REPORTS

- A. Friends of the Fiscalini Ranch Report Kitty made a report for FFRP. It was as follows:
- 1. FFRP is happy to report that we continue to have many volunteers.
- 2. The Ranch hand bench was removed due to its deterioration and another bench was substituted for it.
- 3. FFRP has one more bench to go which will be another stone bench off the Marine Terrace trail.
- 4. FFRP will hold a pop up tent event, to sell merchandise and give out information about the Ranch and the organization over labor day. The pop up will be off the Ranch property at the South end of the Ranch.

3. PUBLIC COMMENT NOT ON THE AGENDA

Public Comment: 1. Juli Amodei reported that the Skate Park Committee has obtained 501c3 status from the Community Council. They have 1200 signatures on their petition requesting a Skate Park. They are continuing to meet every Friday at the old site for publicity about the new skate park. They are working on their mission statement. 2. Claudia Harmon requested the Ranch Survey so she can give it to Public Works in her pursuit of putting trees on the public right away on Cambria Drive.3. Sharatatham requested the new Skate Park be on the old skate park site. They would like the new Skate Park to be first class. They would like to make the surrounding area into a public park with trees and picnic tables and benches.

4. FACILITIES AND RESOURCES SUPERVISOR

Mr. Mendoza was absent . General Manager reported: Carlos is working on removing the belongings of two homeless people that are being stored at the edge of the pocket Park near the post office. He also did not know why the honey hut had been moved across Highway 1 and was now near Cambria Way and Highway 1. He would check on it.

5. CONSENT AGENDA (Estimated time: 15 Minutes)

A. Consideration to Approve the Minutes from the Regular Meeting Held on August 4, 2020

Commissioner Johansson moved to approve the August 4, 2020 meeting minutes.

Commissioner Atencio seconded the motion.

All approved.

6. REGULAR BUSINESS

- A. Discussion Regarding the San Luis Obispo County Beautification and Infrastructure Grant (BIG) The EIR seems to allow for a low water facility restroom and for a dry restroom. Commissioner Bahringer reported that the County would ok a low flush and low water facility. He also stated that the old Phillips well could be used for this facility; as it previously was slated to water the soccer fields. Kitty made an excellent suggestion that the hand washing facility be on the outside, as that would eliminate people taking a long time inside the facility and would limit baths etc. A wall and a gate could protect the facility at night. Public comment by Claudia Harmon was that the community does not want a bathroom and there will be push back. Commisioner Bahringer made a motion that since this is Phase two of the already approved Park Plan for the East Ranch, that we pursue the design and permitting of the bathroom with Civil Design. Seconded by Commissioner Renshaw and passed unanimously.
- B. Discussion and Consideration of Recommendation of Preferred Cambria Skate Park Location to the Board of Directors Commissioner Bahringer moved that we keep the Skate Park where the old one was. It was seconded by Commissioner Atencio. A discussion was held and a vote taken. It passed unanimously.
- C. Discussion and Consideration to Appoint an Ad Hoc Committee to Prepare a List of Parks, Recreation and Open Space Projects, Priorities and Costs Commissioners Atencio and Bahringer were appointed by the Chair to serve. They are to research and come back with a cost for each priority. Then a discussion was held and a cost of \$200,000 was designated for the Skate Park and \$300,000 for the Bathroom. Commissioner Bahringer moved that Chair, Commissioner Kniffen, present to the Board that to build the bathroom would be about \$300,000 and the Skate Park up to \$250,000 and direct General Manager Weigold to apply for the Grant Money to facilitate both items as our priorities .Commissioner Cooper seconded it and it passed unanimously.
- **7. FUTURE AGENDA ITEMS** Chairman Kniffen asked for any future agenda items. It was decided we work on the two items we have.

8. ADJOURN

Chairman Kniffen adjourned the meeting at 11:10 a.m.



July 17, 2020

Cambria Community Services District Parks, Recreation, and Open Space Committee Stephen Kniffen, Chairman 1316 Tamsen Dr. Cambria, CA 93428

RE: Beautification and Infrastructure Grant (BIG) Program

Dear Mr. Kniffen:

On July 7, 2020, your organization was approved for a Beautification and Infrastructure grant (BIG) by the County of San Luis Obispo Board of Supervisors. To receive grant funding, the enclosed agreement needs to be signed and returned to me at the address below:

County of San Luis Obispo Administrative Office c/o Courtney Pene 1055 Monterey Street, Ste. D430 San Luis Obispo, CA 93408

The following are some helpful tips:

- 1) Please provide TWO signatures in the "Applicant" signature block (see additional information attached), otherwise the agreement will be returned
- 2) Please only add your signatures and leave the date of the agreement blank as that section will be filled out upon execution.
- 3) To expedite funding disbursement, please return the original wet copy agreement by **August 17, 2020** to the County address above.

The enclosed agreement includes as the scope of work (Exhibit A) based on grant submittal. You will be required to submit a year-end report in September of 2021 in a format that will be sent out in the near future. If you have any questions, please call me at 805-788-2642.

With gratitude,

Courtney Pene Administrative Analyst



AGREEMENT BETWEEN THE COUNTY OF SAN LUIS OBISPO AND CAMBRIA COMMUNITY SERICES DISTRICT

THIS AGREEMENT made and entered into on Spring or 3, 2020 by and between County of San Luis Obispo (hereinafter referred to as the "County") and Cambria Community Services District (hereinafter referred to as the "Applicant").

WITNESSETH:

WHEREAS, Applicant has applied to County for a grant of County funds for the project detailed in the scope of work ("Exhibit "A") attached hereto; and

WHEREAS, the County funds that the project is eligible for a County grant of County funds as a local community project; and

WHEREAS, the Infrastructure/Beautification Grant Review Committee (Review Committee) reviewed the project as detailed in the scope of work (Exhibit "A") attached hereto; and

WHEREAS, the Board of Supervisors approved funding of the Applicant's planning and preparation for restroom facilities on Fiscalini East Ranch Park by approving the Review Committee's recommendation on July 7, 2020.

NOW, THEREFORE, the parties agree as follows:

- SCOPE OF SERVICES: The Applicant shall perform and complete the activities contained in the Scope of Work (Exhibit A) attached to this agreement.
- 2. PURPOSE: The Applicant agrees that the primary purpose of this grant is to provide funding for programs/programs that benefit the public by promoting the health and well-being of the community, encouraging behaviors and activities that focus on preventing disease, and enabling County residents to reach and maintain optimal health stability and independence.
- 3. TERM OF AGREEMENT: The term of this agreement shall be for 12 months, beginning July 1, 2020 and ending June 30, 2021. The agreement may be extended by 90 days if the Applicant and County agree in writing. The Board of Supervisors expressly grants to the County Administrator for County of San Luis Obispo the authority to extend the Agreement pursuant to this Section as long as the change does not increase the maximum dollar amount of this Agreement or any other burden of the County under this Agreement.

DOC # 1901170801
DEPT Admin
DATE 9/8/20
APPROVAL Z

4. GRANT: The County hereby agrees to transfer to Applicant, as a local community grant, \$20,000 to complete all tasks and activities contained in Exhibit A. Program/project funding shall not be used to supplant existing operations not related to the project but must be used to support the project as proposed in Exhibit A.

Applicant understands and agrees that said grant is for the amount specified herein and the County has no obligation to award further, additional or ongoing grants beyond the term of this agreement.

8. REPORTING: The Applicant shall prepare and submit an annual report within sixty (60) days after the end of the grant period (see #3 - Term of Agreement), and should include the following: 1) final comparison of the approved project budget to actual expenditures, 2) actual project results reported in meaningful, measurable terms, and 3) this report shall be signed and dated by the project program manager. The Applicant shall provide at the County's request any other required or needed reports.

Should Applicant fail to expend the grant funds in the project as proposed in Exhibit A, County may, at its option, require Applicant to repay all or any portion of the funds not expended in the project or improperly expended.

- 6. <u>EQUIPMENT</u>: 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, the Applicant agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.
- 7. <u>ADMINISTRATIVE PROVISIONS</u>: Notwithstanding anything herein to the contrary, the Applicant is subject to the provisions of the applicable state and local laws and the Applicant's Articles of Incorporation and Bylaws.
- 8. <u>ACCOUNTING</u>: The Applicant shall comply with all applicable accounting regulations and standards.

9. AUDITS:

- A. The Applicant shall maintain such records and accounts pertaining to the project in accordance with general accounting practices. In addition, the Applicant shall maintain such records and accounts as may be required by the County. County may require Applicant, at its sole expense, to have its records and accounts audited annually by an accountant licensed by the State of California and approved in advance by said Auditor-Controller, and to present said audit to the County within thirty (30) days after the completion of the audit. County may make its own audit of Applicant's records and accounts at any time, if County so desires. Financial records should clearly demonstrate that the grant funds have been spent for the intended grant purpose within the scope of work (Exhibit A).
- B. The County shall have the right through its representative, and at all reasonable times, to inspect such books and records; and Applicant hereby agrees that all such records and instruments are available to the County. All State and Federal tax returns of Applicant insofar as this Agreement is concerned shall also be made available to the County for accounting purposes if requested.
- 10. <u>INDEMNIFICATION</u>: To the fullest extent permitted by law, Applicant shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Applicant's performance or attempted performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by sole negligence or willful misconduct of the County.
- 11. <u>INSURANCE</u>: Applicant 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 Applicant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

A. Commercial General Liability Insurance Policy ("CGL")

Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with

limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. <u>Business Automobile Liability Policy ("BAL")</u>

ISO Form Number CA 0001 covering, Code 1 (any auto), or if Applicant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. <u>Workers' Compensation And Employers' Liability Insurance</u> <u>Policy ("WC/EL")</u>

Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If Applicant will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage shall also include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Applicant's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If the Applicant maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Applicant.

D. Professional Liability/Errors and Omissions

Insurance covering Applicant's liability arising_from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Applicant understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

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

E. Additional Insured Status

The County, its officers, officials, employees, and volunteers are to be

covered as insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Applicant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Applicant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Applicant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

F. Primary Coverage

For any claims related to this contract, the Applicant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Applicant's insurance and shall not contribute with it.

G. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the County.

H. Failure to Maintain Insurance

Applicant's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Applicant, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Applicant resulting from said breach.

Waiver of Subrogation

Applicant hereby grants to County a waiver of any right to subrogation which any insurer of said Applicant may acquire against the County by virtue of the payment of any loss under such insurance. Applicant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

J. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Applicant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

K. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

- L. <u>Claims Made Policies</u>: If any of the required policies provide coverage on a claims-made basis:
 - 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Applicant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

M. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. <u>Verification of Coverage</u>

Applicant shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Applicant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Certificates and copies of any required endorsements shall be sent to:

San Luis Obispo County Administrative Office 1055 Monterey Street, #D430 San Luis Obispo CA 93408 Attention: Courtney Pene

O. Subcontractors

Applicant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

P. Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Q. Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- 12. <u>NON-DISCRIMINATION</u>: Applicant shall not discriminate against any person or class of persons in violation of any and all federal, state and local non-discrimination laws.
- 13. COMPLIANCE WITH ALL LAWS: 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 and the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds.
- 14. <u>SEVERABILITY</u>: The invalidity of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.
- 15. <u>REMEDIES NOT EXCLUSIVE</u>: The use by either party of any remedy specified herein for the enforcement of the Agreement is not exclusive and shall not deprive the party using such remedy of or limit the application of, any other remedy provided by law.
- 16. <u>LAW</u>: This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretations of any of the clauses of the Agreement shall be determined and governed by the laws of the State of California.
- 17. <u>VENUE</u>: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

- 18. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Applicant shall be entitled to no other benefits than those specified herein. No changes, amendments, or modifications shall be effective unless in writing and signed, in advance of the effective date of the change, amendment or modification, by both parties. Applicant specifically acknowledges that in entering into and executing this Agreement, Applicant relies solely upon the provisions contained herein and no other Agreement or oral discussions prior to entering into this Agreement.
- 19. <u>NO WAIVER</u>: The failure to exercise any right or enforce any remedy contained in this Agreement shall not operate as or be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any right or remedy herein contained.
- 20. <u>HEADINGS</u>: The headings and other captions contained in this Agreement are for convenience only and shall not be used in interpreting, construing or enforcing of any provisions of this Agreement. This Agreement has been prepared through the efforts of all parties hereto and shall not be construed against any party as the draftsman.
- 21. <u>NON-ASSIGNMENT OF AGREEMENT</u>: This Agreement is intended to secure specialized services of Applicant and thus Applicant shall not assign, transfer, delegate or sublet this Agreement, or any interest therein, without the prior written consent of the County, and any such assignment, transfer, delegation or sublet without the County's prior written consent shall be considered null and void.
- 22. <u>NOTICES</u>: Any notices, demands or communication, under or in connection with this Agreement may be served upon County by personal service, or by mailing the same by regular mail and directed to County at:

County of San Luis Obispo Administrative Office 1055 Monterey Street, D430 San Luis Obispo CA 93408 ATTN: Courtney Pene

and may be likewise served on Applicant at:

Cambria Community Services District 1316 Tamsen Dr. Cambria, CA 93428 IN WITNESS WHEREOF, the County has executed this Agreement and the Applicant has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized office, all as of the day and year first above written.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO

BY: SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT RITA L. NEAL County Counsel

By:Assistant County Counsel	Applicant: Cambria CSD By: Print Name: John F. Weigold IV Title: General manager
Date: 9320	Applicant: (ambria CSD) By: Humula Hulkinde Print Name: Humela Duffield Title: Fnance manager

Exhibit A Scope of Project, as described in grant application

- Toilet design finalization and construction plan, specification for the sewer line, water line and lighting system, and access trails for people and maintenance equipment.
- These construction plans will be used for the County permitting process.
 After County approval, the plans will be used in the bidding process for construction.
- The East Ranch toilet will be the size of the other two public toilets built in the Cambria East and West Villages. There will be 2 sides opposite a central mezzanine for fixture access. The woman's side will have an accessible staff and one regular size stall, with sink and baby changing table. The men's side will have an accessible toilet, urinal, sink, and baby changing table.
- These same plans will be used as a basis for design unless it is estimated that commercially built toilets of similar size are more cost effective.

Planning and Preparation for Restroom Facilities on Fiscalini East Ranch Park

Cambria Parks, Recreation and Open Space Committee
Stephen Kniffen
Chairman

Cambria CSD
1316 Tamsen Dr.
Cambria Ca. 93428
927-6223
Carlos Mendoza
cmendoza@cambriacsd.org

\$20,000

The PROS Commission of the Cambria CSD is working on completing County Parks directive to build a recreation facility on the 'rodeo grounds' portion of the Fiscalini Ranch Preserve. The next stage of our project requires restroom facilities which will be used by park attendees and shoppers who utilize the parking lot to access the downtown area.

1. The Parks Recreation and Open Space (PROS) Commission is an appointed board with five members. The board reviews and makes recommendations to the Cambria Community Services District (CCSD) Board of Directors on proposed projects relating Cambria's Open Space and Recreational Opportunity Areas within the community. Public meetings are held once a month to discuss progress of current projects, solicit public comment on current projects, and listen to proposed projects recommended by the public. The current project is the continued development of the Cambria Community Park which is dedicated to active recreation and located on the East side of the Fiscalini Ranch Preserve in Cambria.

Our Mission Statement

"In the belief that open space and recreational opportunities in a community add to the quality of life for families, groups and individuals, the PROS Commission is committed to promoting actions and securing means to create, enhance and sustain public parks, trails, open space and recreational activities for Cambria."

2. The proposed project is a restroom facility which is a component of what is called East Ranch Active Recreation Area which is part of the Fiscalini Ranch Preserve. The Community of Cambria has been planning the layout of the area since 2003. The Site Plan of East Ranch (called Fiscalini Ranch Preserve Community Park Phase 1) had been completed and approved by the Cambria Community Services District in 2010. Construction plans for Phase 1 were completed in 2015 and approved by the San Luis Obispo County Parks staff as well as the County's Permitting Process. In 2018, the area to be used as active recreation was graded for drainage and function and the following improvements completed.

- a. Defined parking lot for approximately 90 vehicles with barrier fencing and gravel for users of trails, Dog Park. Picnic Area and Cambria Business District.
- b. Dog park with 6' high fencing, gates, and chipped surface. Two separate fenced areas
- c. Accessible parking at the Dog Park which is the start of an accessible trail system.
- d. Playing field area graded suitable in size for 2 soccer fields with grades suitable for baseball and soccer fields. At this time the play fields have not been formalized or surfaced.
- e. Open areas for picnic tables, play structures for children have been designated but not implemented.
- f. Walking trails run thru the area to rest of Fiscalini Ranch Preserve and the East/West Villages are actively utilized.
- g. A future exercise circuit.

In the 2015 Site Plans, a toilet was proposed in a central position to service the dog park area, play fields, picnic area, community trail system and general public which might use the parking area.

The funding requested in this application is for the toilet design finalization and construction plan, specification for the sewer line, water line and lighting system, and access trails for people and maintenance equipment. These construction ready plans will then be used for the County permitting process. After County approval, the plans will be used in the bidding process for construction.

This toilet will support the recreation in the East of the Highway 1 Fiscalini Ranch Preserve as well as all activities in the East Ranch Community Park. All persons in the East Ranch proximity (which includes portions of the West Ranch commercial area) may use the toilet between the hours of dawn to dusk.

The Fiscalini Ranch is a popular are for hiking in wildland setting. The trails connect all parts of Cambria. Both out of town visitors and Cambria natives use the trails. The parking lot will become known as one of the only 4 public toilets in Cambia. This will be useful if the parking area becomes useful to the start of the trails, or bicyclists using the point as a base for area road recreation riding, and a rest area with picnic tables to the users of Highway 1 Scenic Road.

This has been the history of the Shamel Park (SLO County Park) Public Toilet which is a well-known and used landmark to travelers. East Ranch can be expected to be as popular.

The East Ranch toilet will be the size of the other two public toilets built in the Cambria East and West Villages. We will use the same plans as a basis for design unless it is estimated that commercially built toilets of similar size and floor plan are more cost effective. There will be 2 sides opposite a central mezzanine for fixture access. The woman's side will have an accessible stall and one regular size stall, with sink and baby change table. The men's side will have an accessible toilet, urinal, sink and baby change table.

The toilet of this size in the commercial toilet world is rated at 180 persons per hour which includes both sides. Although this is excessive considering current use, this would make the toilet suitable for future events which could occur according to the Fiscalini Ranch Conservation Plan rules. Fiscalini Ranch is not intended to be involved in commercial activities nor money making projects; however, some community events could be held there. The toilet is sized to accommodate expected moderate sized crowds anticipating some sporting events in the far future or other permissible public gatherings.

3. The Fiscalini Ranch Preserve is filled with a rare kind of beauty. It is unique in that it has many habitats: Ocean bluffs, grasslands and a one of a kind Monterey pine forest. It is an inviting sanctuary for visitors with its diverse flora and fauna. The mission is to protect the natural state with passive recreation, except for the designated area on the eastern portion which allows active recreation.

It is this portion of the wonderful Fiscalini Ranch Preserve that we are applying for this grant to help in its development. We have already established a dog park in this area, but little else. We cannot proceed with its development without a restroom, according to the County. We would like to put in a soccer field, an area for picnics, outdoor fitness equipment and a hiking trail that encompasses the area. All of these require a bathroom to be on the premises.

The task of building a bathroom will take a great deal of money, probably somewhere in the vicinity of \$250,000. We need to get started with its design and the permits required to build such a facility. It is for this beginning design and permits that we are applying for this grant. We want to be shovel ready when we finally are able to get the necessary funds to build this facility.

This will greatly benefit the residents and visitors who will come to play and enjoy this Eastern part of the Ranch, as well as the Western portion of the Ranch.

4. The CCSD (Cambria Community Service District) will be the custodian of the funds and the contracting office. The CCSD staff is well qualified and has contracted out projects ranging in size from \$1000 to \$13 Million.

This grant request is for the site design, plans and construction specifications for submission to SLO County for review and permit approval.

The contractor is the Cambria engineering firm: *Civil Design Studio* – *Civil Engineering/Planning/Permitting*. This firm has handled many contracts for the CCSD. They were also the original contractors for the 2018 Phase 1 Construction.

The East Ranch site and toilet location chosen has many advantages for this site. A CCSD sewer line crosses the field and is about 100 foot from the toilet location – the flush toilets will be accommodated quite cheaply. Water is existing in a CCSD pipe approximately 250-foot way which is why the flush units were preferred – in addition to positive public acceptance. Electricity is available approximately 400 ft away at the exiting Maintenance Office. Solar and sky lights could possibly be used since this unit is not expected to operate after dusk – the cost comparison will determine that.

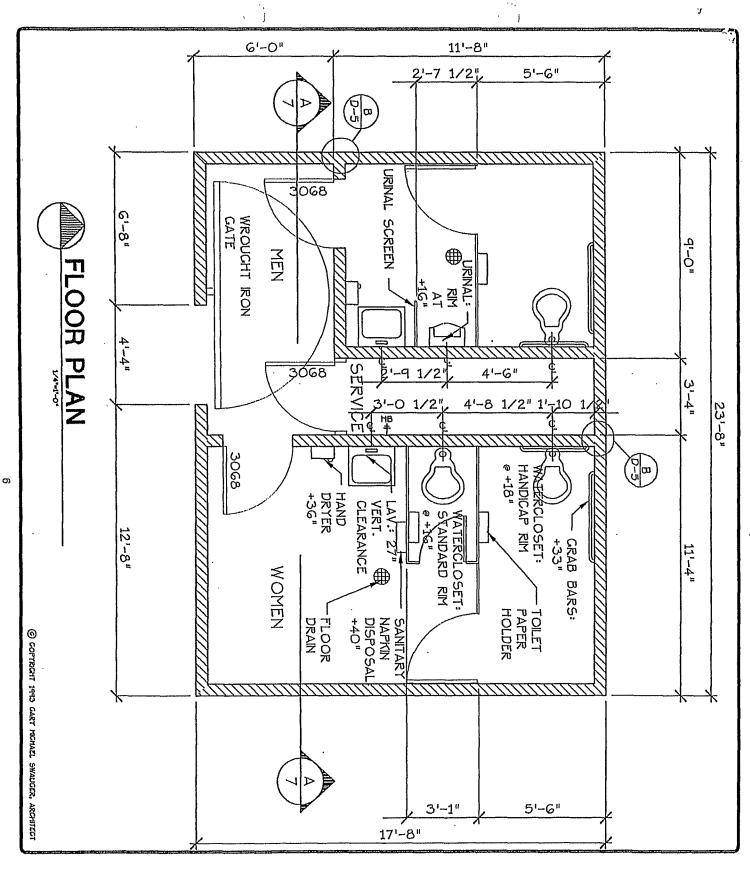
The CCSD will provide/maintain the utilities, and their maintenance staff will provide with the cleaning/repair/supervision of the toilet as they do the other 2 toilets in the East and West Villages.

The contractors will also supply the Engineer Cost Estimate to determine the money needed to implement the project.

The amount of grant funds requested are acceptable to Civil Design Studio for the completion of the construction plans and permit.

5. The attached drawing is the East Village Toilet Construction Plans. This floor plan is preferred and will be used as a pattern in the review of commercial units that may be more cost effective.

The toilet roofline, roof texture, wall texture and color and will be selected to be pleasing and suitable to the existing character of the Fiscalini Ranch. Trees to shade areas and add a backdrop will be planted after construction.





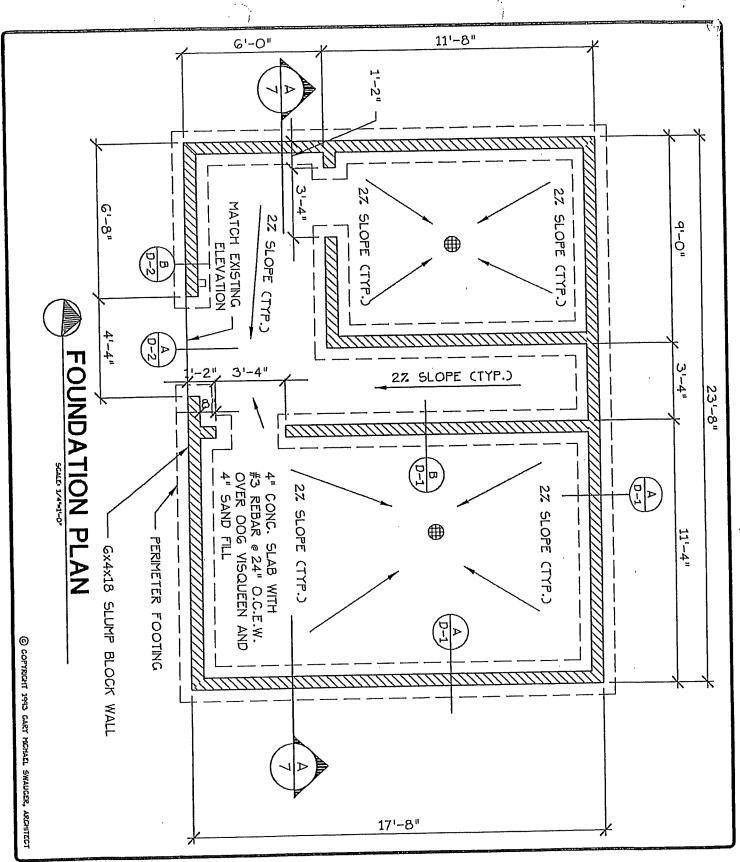


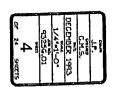
gary michael swauger architect and accordates

almoite ostiomie 808 927-3967



PROPOSED RESTROOMS FOR FLOOR PLAN EAST VILLAGE
CAMBRIA CAHMBER OF COMMERCE
CENTER & WEST STREET





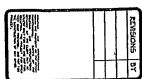
PROPOSED RESTROOMS FOR

EAST VILLAGE
CAMBRIA CAMBER OF COMMERCE
CENTER & WEST STREET



gary michael awauger architect

end appoints on any-2007





2450 Main Street, Suite D Cambria, CA 93428 805.706.0401

June 4, 2019

Job Number: 13-109.5

Carlos Mendoza Cambria Community Services District 1316 Tamsen Dr. Suite 201 Cambria, CA 93428

Subject:

Proposal for Civil Engineering

Fiscalini Ranch Phase 2

Fiscalini Ranch

Cambria, CA 93428

Dear Carlos,

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

Please find enclosed in this proposal the following:

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

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

Sincerely,

Civil Design Studio, Inc.

Monte R. Soto, PE 74736

Monto Soto

Principal Engineer



SECTION 1: PROPOSAL AND AGREEMENT FOR CIVIL ENGINEERING SERVICES

Between Client:	Cambria Community Services Distr 1316 Tamsen Dr. Suite 201 Cambria, CA 93428		ict	phone:	805,927,6220
Contact:	Cambria, C Carlos Mer			email:	cmendoza@cambriacsd.org
And Consultant:	Civil Design P.O. Box 1 Cambria, C			phone:	805.706.0401
Project Manager:	Monte Soto	o, PE		email:	monte@civil-studio.com
For the following Pro Located at: APN Number(s):	pject:	Fiscalini Ranch Phase Fiscalini Ranch Cambria, CA 93428 013-131-038	2		÷
		ACCE	PTED		
Commencement of the initial payment a	civil enginee mount indica	ering services may beging ated in Section 2, and re-	n within 2 v quired info	veeks afte rmation to	er the receipt of this signed proposal, be provided by Client per Section 3.
and Section 5: Tern	ns and Cond	2: Project Fee Summary ditions, incorporated her reement and Attachment	ein by refe	: Project (erence, ar	Scope, Section 4: Additional Services nd agree to the terms and conditions
Civil Design Studio,	Inc.				
Monte R. Soto, PE Principal Engineer	74736	and the second s	Date		
CLIENT					
Carlos Mendoza Cambria Community	/ Services D	istrict	Date		

Client Initials:	
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SECTION 2: PROJECT FEE SUMMARY

Code		Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
Planning	and l				
100	T	Project Management	TM	\$20,000	
110		Planning Services	X		······································
120		Site Investigation Report	Х		
130		Design Development	X		
140		Tentative Map / Development Plan	Х		
220		Demolition Plan	X		
Pre-Con	struct	ion Documents			
200		Topographic Survey	Х		
	1	Aerial Topographic Survey	Х		
	2	ALTA Survey	X		
210		Corner record	Х		
	1	Record of Survey	Х		
	2	Final Map	Х		
	3	Construction Staking	Х		
	4	Condo Mapping	X		
220		Miscellaneous Survey	Х		
Constru	ction I	Documents			
300		Miscellaneous Engineering Services	Х		
310		Preliminary Grading / Drainage Plan	Х		
320		Preliminary Utility Plan	Х		
330	T	Onsite Improvement Plans	Х		
	1	Grading / Drainage Plan	Х		
	2	Retaining Wall Plan	Х		
	3	Horizontal Control Plan	Х		· · · · · · · · · · · · · · · · · · ·
340		Onsite Utility Plans	Х		
	1	Composite Utility Plan	Х		
	2	Onsite Storm Drain Plan	Х		
	3	Septic System Design	X		
	4	Fire Supply Design	Х		
350		Public Improvement Plans	X		
	1	Street Improvement Plans	X		
	2	Striping and Signage Plans	X		
	3	Traffic Control Plans	Х		
360		Public Utility Plans	Х		
	1	Public Water Line Plan	Х		
***************************************	2	Public Sewer Plan	X		
	3	Public Storm Drain Plan	X		· · · · · · · · · · · · · · · · · · ·
370		Engineers Cost Estimate(s)	X		
380		141-11	X		
	1	Preliminary Analysis	×		

Page 3 of 7

Client Initials:



Code		Scope of Service	Fee Type	Hourly or Estimated Fee	Fixed Fee
	2	Hydrology and Hydraulics Report	X		
390		Record Drawings	Х		
Environ	nental	Permitting			
400		NPDES and Dust Control Documents	X		
	1	SWPPP Booklet .	Х		
	2	Water Pollution / Erosion Control Drawings	Х		
	3	Dust Control Plans	Х		
410		Environmental Permit Assistance	Х		
	1	404 - Army Corp	Х		
	2	401 - Dept of Fish and Game	Х		
Constru	ction a	and Other Services			
500		Construction Inspection	Х		
	1	Bidding Assistance	Х		
510		Construction Administration	Х		
520		Engineers Certification / Letter	Χ		
530	530 Expert Witness / Court or Deposition X		·		
Sub-Totals		\$20,000	\$ 0		
Total Engineering Services			\$20,0	00	
Initial Payment Required to Commence Work			\$ ()	

Legend:

X = Not in Contract Scope

TM = Time and Materials (Not to Exceed)

F = Fixed Fee

E=Estimated Fee

✓= Included above

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

Principal	\$ 145.00
Expert Witness/Depositions	\$ 275.00
Construction Inspection	\$ 100.00
Project Engineer	\$ 125.00



SECTION 3: PROJECT SCOPE

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

Code 100 – Project	Code 100 - Project Management		
Assumptions	 Client wishes to initiate a contract to study Phase 2 of the Fiscalini Ranch project. Phase 2 of the project is not defined yet, which is why CDS cannot provide a fixed fee proposal at this time. CDS will work with the client to define development guidelines from the County and relevant agencies. CDS will work under the direction of the CCSD with input from the PROS commission to define the proposed project. 		
Work Included in Scope	 Attend meetings with the County and Client Assistance with project applications Miscellaneous civil engineering as required to prepare the Phase 2 project plans. 		
Items and Services to be Provided to Civil Design Studio	Advance notice of meetings requiring attendance Guidance from the CCSD on project choices		
Items not included in scope	Plan check, filing or permit fees		
Estimated Products	Design coordination, at request meeting attendance and application assistance		

Client Initials:



SECTION 4: ADDITIONAL SERVICES

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

<u>Duplication of Efforts</u>:

Revisions to our plans, details or calculations due to Architectural changes.

Additional Scope:

Perform work outside of the original services such as revisions required by additional site plan or building elements not in original documents specified in Section 3. Construction Observations, if

required or requested that are in excess of those included in Section 3.

<u>Unforeseen Conditions:</u> <u>Construction Support:</u> Unanticipated site conditions requiring changes to the civil design or conflicts with existing facilities.

Assistance provided during the construction phase such as all meetings, site visits, or

correspondence via telephone, fax or email. Additional examples of assistance include but not are

limited to, evaluation of alternate product or systems, review of testing data and required submittals, shop drawings, contractor requests for substitution, etc. Visits will be billed as

Additional Services including travel time to/from with a 3 hr. minimum.

Code Upgrades:

Revisions required due to a code changes that occur during the course of the project.

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

SECTION 5: TERMS AND CONDITIONS

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

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

ADDITIONAL CLIENT EXPENSES: Will be charged at 1.1 times the actual cost, may include title report fees, UPS charges, film processing microfilm charges and other reasonable and customary charges and fees necessary to accomplish this work.

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

BILLING: You will be billed monthly, with payment being due and payable upon your receipt of our billing invoice. An initial payment (as indicated in Section 2) is required to initiate work. The initial payment is not a retainer and will be credited against the project billing. If an invoice remains unpaid sixty (60) days after the date of the invoice, you agree that Civil Design Studio, Inc. has the right to discontinue services. Furthermore, Civil Design Studio, Inc. may require a new initial payment before resuming services.

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

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

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

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

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

Neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest in (including but without

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Page 6 of 7	Client Initials:
rage our	Cilent initials:

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limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates and subcontractors as he or she may deem appropriate to assist in the performance of services hereunder.

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

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

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

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

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

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

Client	Initials:	

PROS Projects for 2020

The PROS Commission has selected the following Projects as candidates for potential funding to PROS in 2020. These projects are also candidates for available grant applications. The Table below is a list of the projects in order of priority for implementation when available funds are appropriated.

Projects under consideration:

- Community Park Restroom
- Cambria Skate Park
- Bicycle Commuter System
- Fitness Trail Loop around Community Park

Project Name	Description	Estimated Cost
Community Park Restroom	The restroom building will be	Depending on the design and or
	designed to conserve water and will	selection of a pre fabricated structure
The Community Park is the major	have easy to clean surfaces inside	and the necessary preparation of the
project of the PROS Commission	and out. In addition, the finishes	site and plumbing and drain system.
and is now in Phase 2. Phase 1 was	within will be designed to be vandal	The estimated cost of the envisioned
the development of a Parking Lot,	proof. The building will have	structure will be approximately
the Dog Park, and the park area was	separate male and female sides and	\$300K
graded for sport fields. The first	have a storage room for maintenance	
project for Phase 2 is to install a	tools and supplies. PROS will	
restroom for visitors attending the	describe necessary elements for the	
Community Park	building with a design contractor.	

Project Name	Description	Estimated Cost
Cambria Skate Park	The proposed Skate Park will be a	The cost of the Skate Park will
	community effort involving a	depend on the final design of the
This project will replace the old	citizens group recently formed to	park and surrounding area.
Skate Park that was next to the	raise money in the community and	Estimated cost of the Skate surfaces
Cambria Library. A new Skate park	apply for possible grants. The	is approximately \$45 per square foot
will be constructed on the same site	construction of the Park will require	(based on new park designs in other
and will be a modern rendition with	PROS to hire a Design Architect to	communities) and the landscaped
concrete skate ways and more	layout the Park and plan for	area depends on whether a retaining
adapted to the site.	construction. In addition,	wall along the back hill site is
	suggestions have been made to	required. Total cost will depend on
	landscape the site around the Skate	the design chosen and cost of
	Park surface so that the community	landscaping. Estimated cost could
	can enjoy using that landscape area	range from \$300,00 - \$800,000
	for rest and relaxation.	depending on design choices.

Project Name	Description	Estimated Cost
Bicycle Commuter System This project would develop a series of trails for bicycle riders to explore Cambria without intermixing with auto traffic. The trails would include routes to schools and to the Easst and West Villages.	PROS will explore paths that could be constructed from our neighborhoods to points of interest. Paths from neighborhoods to community schools, to the East and West villages and to the Beach and open space, etc. would be candidates for inclusion.	The cost of the trail system will depend on construction of the trails and on land/easement purchases that may be necessary to complete a trail to designated locations from the neighborhoods. Initial funding to start the trail system may be ~ \$200K to design and build a selected trail, For example, a trail to a school.

Project Name	Description	Estimated Cost
Fitness Tail around Community	The fitness trail with Exercise	The cost will involve laying down
<u>Park</u>	Stations will provide a combination	the trail, and designing each station
	of jogging and higher intensity	along the way. Cost will depend on
Since the Community Park is an	exercises for physical fitness. Up to	materials used and whether pre
active recreation site, the installation	ten stations may be installed. Each	fabricated equipment is used or is
of a fitness trail would provide	station would have varying levels of	built in-house. Estimated cost for
outdoor exercise stations in addition	an exercise so that young age to	trail design, fitness equipment and
to a jogging trail around the	Seniors can workout to their own	installation may be up to ~ \$25,000
perimeter of the park.	pace. For example Station One may	
	be a Stretching exercise to prepare	
	your body for the circuit. Each	
	station along the trail would be	
	designed to work on an area of your	
	body fitness.	