



CAMBRIA COMMUNITY
SERVICES DISTRICT

MEETING	TIME & DATE	LOCATION
Board of Directors	1:00 PM Thursday, January 11, 2024	Cambria Veterans' Memorial Hall 1000 Main Street, Cambria, CA 93428

AGENDA

Regular Board of Directors Meeting

Thursday, January 11, 2024 1:00 PM

In person at:

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

AND via Zoom at:

Please click the link to join the webinar: [HERE](#) Passcode: 150418

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. ACKNOWLEDGEMENTS

- A. Swearing in of New Fire Chief and Fire Captain

3. BOARD MEMBER COMMUNICATIONS

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

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. REGULAR BUSINESS

- 5.A** Discussion and Consideration to Direct Staff and District Counsel to Review the Board and Standing Committee Bylaws
- 5.B** Discussion and Consideration to Update the CCSD Standing Committee Application Form
- 5.C** Discussion and Consideration of Update of the Capital Improvement Project (CIP) Lists
- 5.D** Discussion and Consideration to Approve an Agreement for Consultant Services with MKN & Associates, Inc., for Engineering Design and Bid/Construction Phase Services for the Replacement of the Stuart Street Tanks
- 5.E** Discussion and Consideration of Status of Ad Hoc Committees

6. BOARD MEMBER, COMMITTEE AND LIAISON REPORTS

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

7. 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.

8. ADJOURN TO CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code Section 54956.8

Property: 2950 Santa Rosa Creek Road, Cambria, CA – APN: 013-081-075 Agency

Negotiators: General Manager Matthew McElhenie and District Counsel Timothy J. Carmel

Negotiating Parties: Coast Unified School District

Under Negotiation: Lease or Easement/Fee Purchase, Price and Terms of Payment

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.A**

FROM: Matthew McElhenie, General Manager

Meeting Date: January 11, 2024

Subject: Discussion and Consideration to Direct Staff and District Counsel to Review the Board and Standing Committee Bylaws

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Section 11.1 of the Board of Director Bylaws provides that the bylaws are to be reviewed annually at the first regular meeting in January. Section 8.1 of the Standing Committee Bylaws provides that the bylaws be reviewed annually at the first regular Board of Directors meeting in January. The Board of Director Bylaws and Standing Committee Bylaws are attached for consideration.

It is recommended that the Board of Directors direct staff and District Counsel to review the Board of Director and Standing Committee Bylaws and provide recommendations to the Board of Directors for amendments deemed necessary or appropriate.

ATTACHMENTS:

1. [CCSD Board of Director Bylaws](#)
2. [CCSD Standing Committee Bylaws](#)



Cambria Community Services District Board of Director Bylaws

1. OFFICERS OF THE BOARD OF DIRECTORS

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

2. MEETINGS

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

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

guidelines, including the authority to require that all recording devices be located in the back of the room.

3. AGENDAS

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

4. PREPARATION OF MINUTES

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

5. MEMBERS OF THE BOARD OF DIRECTORS

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

6. AUTHORITY OF DIRECTORS

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

7. BOARD MEMBER GUIDELINES

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

to be placed back on the next possible agenda.

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

8. BOARD MEMBER COMPENSATION

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

pursuant to Government Code Section 53232.2.

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

9. STANDING COMMITTEES

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

10. AD HOC COMMITTEES AND LIAISON APPOINTMENTS

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

to the Confidential Administrative Assistant for inclusion in the appropriate monthly agenda.

11. BOARD BYLAW REVIEW POLICY

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

12. COMPLIANCE WITH FEDERAL AND STATE LAW

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



Cambria Community Services District Standing Committee Bylaws

1. SCOPE OF RESPONSIBILITY

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

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

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

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

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

1.6 Standing Committee Statements of Purpose and Responsibilities

1.6.1 The Finance Committee shall:

- (a) Provide review for transparent budget processes and financial management that promote fiscal stability and instill public trust;
- (b) Support and work directly with the CCSD General Manager and 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.

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.B**

FROM: Matthew McElhenie, General Manager

Meeting Date: January 11, 2024

Subject: Discussion and Consideration to Update the CCSD
Standing Committee Application Form

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

On November 9, 2023, the Board of Directors directed staff to work with Vice President Scott to update the CCSD Standing Committee Application form. Confidential Administrative Assistant Dodson met with Vice President Scott, and the revised CCSD Standing Committee Application form is attached for consideration.

It is recommended that the Board of Directors approve the updated CCSD Standing Committee Application form for future committee vacancies.

ATTACHMENTS:

1. [Standing Committee Application Form](#)



CCSD STANDING COMMITTEE APPLICATION

Please check which committee you are applying for. You may apply for more than one committee when you complete the application. The CCSD keeps Standing Committee applications for further committee vacancies.

- The Finance Standing Committee reviews transparent budget processes and financial management that promote fiscal stability and instill public trust.**
- The Resources & Infrastructure Committee assesses existing resources and gathers information regarding the infrastructure and resource needs of the community.**
- The Parks, Recreation & Open Space (PROS) Committee assesses existing resources and gathers information regarding the parks, open space, and recreational needs of the community.**
- The Policy Committee reviews existing operational and governance policies that the Board has identified as requiring assessment, update, or organization for consistency with other existing policies.**

Deadline: Open until filled

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

- CCSD Administration Office during regular business hours
- CCSD Administration 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 CCSD Standing Committees, 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 disclose their personal assets and income publicly. Individuals must also disqualify themselves from participating in decisions that may affect their personal financial interests. 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 six months, what is your last voter registration address and date?		

BACKGROUND (RELATED EXPERIENCE, SKILLS, OR QUALIFICATIONS)

Signature:	Date:
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CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.C**

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

Meeting Date: January 11, 2024 Subject: Discussion and Consideration of Update of the
Capital Improvement Project (CIP) Lists

FISCAL IMPACT:

There is no fiscal impact for this item.

DISCUSSION:

At the July 20, 2023 Board Meeting, the Chairs of the Resources & Infrastructure and Finance Committees were instructed to meet and update the Capital Improvement Project (CIP) list. The subcommittee met with the Administrative Department Manager to develop a new format for the CIP list. This updated list was brought before the Resources & Infrastructure and Finance Committees at a joint meeting on October 17, 2023. Work will continue to refine the priority ranking system. Based on all feedback, today's format is recommended for Board Approval.

ATTACHMENTS:

1. [Capital Improvement Project \(CIP\) List](#)

	B	C	D	E	F	G	H	I	J
1	General Fund CIP (FY 23/24 Revised 09/18/2023)								
2	General Fund Projects	Ranking	Project Estimate		Current FY Expenditures	Prior Expenditures		Total Project Expenditures to Date	Project Estimate Remaining
3	Administration Department Projects								
4									
5	Update Sound System - Vets Hall	1	\$ 20,000		\$ -	\$ -		\$ -	\$ 20,000
6	Replace District Car	3	\$ 30,000		\$ -	\$ -		\$ -	\$ 30,000
7									
8		Subtotal	\$ 50,000		\$ -	\$ -		\$ -	\$ 50,000
9	Facilities & Resources Projects								
10	Skate Park Improvements	1	\$ 1,200,000		\$ -	\$ 56,078		\$ 56,078	\$ 1,143,922
11	East Ranch Restroom	1	\$ 371,480		\$ -	\$ 17,981		\$ 17,981	\$ 353,499
12	EV Charging Station - Vets Hall	1	\$ 45,467		\$ -	\$ 20,636		\$ 20,636	\$ 24,831
13	Replace Dump Trailer	2	\$ 15,000		\$ -	\$ -		\$ -	\$ 15,000
14	Replace 2012 F-350	2	\$ 45,000		\$ -	\$ -		\$ -	\$ 45,000
15	New Office Space and Shop Space	2	\$ 500,000		\$ -	\$ -		\$ -	\$ 500,000
16	Replace Wood Chipper	2	\$ 70,000		\$ -	\$ -		\$ -	\$ 70,000
17	Electric Vehicle Charging Station (East Village Parking Lot)	3	\$ 17,000		\$ -	\$ -		\$ -	\$ 17,000
18	Vets Hall Sewer Line	3	\$ 40,000		\$ -	\$ -		\$ -	\$ 40,000
19	Vets Hall Electrical Emergency (Generator & Equipment)	3	\$ 80,000		\$ -	\$ -		\$ -	\$ 80,000
20	Vets Hall Water Line	3	\$ 10,000		\$ -	\$ -		\$ -	\$ 10,000
21	Re-Roof - Entire Vets Hall Building	3	\$ 55,000		\$ -	\$ -		\$ -	\$ 55,000
22	Vets Hall Kitchen Improvements	3	\$ 20,000		\$ -	\$ -		\$ -	\$ 20,000
23	Vets Hall Restroom Improvements	3	\$ 17,500		\$ -	\$ -		\$ -	\$ 17,500
24		Subtotal	\$ 869,500		\$ -	\$ 94,696		\$ 94,696	\$ 2,391,751
25	Fire Department Projects								
26	Radio System Upgrade Phase 2	1	\$ 79,097		\$ -	\$ 38,980		\$ 38,980	\$ 40,117
27	Fire Station Dry Rot Repair/Rain Gutter Repair/Paint	2	\$ 40,000		\$ -	\$ -		\$ -	\$ 40,000
28	Fire Station Turnout Lockers and Storage Room	2	\$ 45,000		\$ -	\$ -		\$ -	\$ 45,000
29	Ballistic Vests for Active Shooter Response	2	\$ 15,000		\$ -	\$ -		\$ -	\$ 15,000
30	Fire Station Sleeping Quarters Addition	3	\$ 450,000		\$ -	\$ -		\$ -	\$ 450,000
31	Fire Department Metal Building (Apparatus Bays/Storage/Gym Relocation)	3	\$ 220,000		\$ -	\$ -		\$ -	\$ 220,000
32	Replace Water Tender (21 years old)	3	\$ 600,000		\$ -	\$ -		\$ -	\$ 600,000
33	Fire Apparatus Rust Repair and Paint	3	\$ 35,000		\$ -	\$ -		\$ -	\$ 35,000
34	Sattelite Phones	3	\$ 6,000		\$ -	\$ -		\$ -	\$ 6,000
35	Fire Hose and Nozzles	3	\$ 32,000		\$ -	\$ -		\$ -	\$ 32,000
36	Fire Station Bathrooms Remodel x 3	3	\$ 45,000		\$ -	\$ -		\$ -	\$ 45,000
37	Fire Training Buiding	3	\$ 475,000		\$ -	\$ -		\$ -	\$ 475,000
38	Replace old rescue boat and Rescue ski	3	\$ 21,000		\$ -	\$ -		\$ -	\$ 21,000
39	4 Gas Detector	3	\$ 5,000		\$ -	\$ -		\$ -	\$ 5,000
40	Fire Station Computers Upgrades	3	\$ 6,000		\$ -	\$ -		\$ -	\$ 6,000
41	Fire Department Gate and Fencing	3	\$ 40,000		\$ -	\$ -		\$ -	\$ 40,000
42	Fire Station Kitchen Remodel	3	\$ 70,000		\$ -	\$ -		\$ -	\$ 70,000

	B	C	D	E	F	G	H	I	J
1	General Fund CIP (FY 23/24 Revised 09/18/2023)								
2	General Fund Projects	Ranking	Project Estimate		Current FY Expenditures	Prior Expenditures		Total Project Expenditures to Date	Project Estimate Remaining
43	Fuel Station Computer Replacement	3	\$ 7,000		\$ -	\$ -		\$ -	\$ 7,000
44	CERT Team Respnse Vehicle	3	\$ 40,000		\$ -	\$ -		\$ -	\$ 40,000
45	Refurbish Antique Fire Engine	3	\$ 30,000		\$ -	\$ -		\$ -	\$ 30,000
46	Replace Rescue Boat	3	\$ 14,000		\$ -	\$ -		\$ -	\$ 14,000
47	Fire Marshal Vehicle (pending approval for a Fire Marshal Position)	3	\$ 71,000		\$ -	\$ -		\$ -	\$ 71,000
48		Subtotal	\$ 2,275,097		\$ -	\$ 38,980		\$ 38,980	\$ 2,307,117
49									
50	Priority 1 Total				\$ -				
51	Priority 2 Total				\$ -				
52	Priority 3 Total				\$ -				
53	Priority 4 Total		\$ -		\$ -				
54			\$ -		\$ -				
55	Completed Projects	Ranking	Project Estimate		FY Expenditures			Project to Date Expenditures	FY Budget Amount Remaining
56	F350 Truck - Replace 1999 F150 Truck	1	\$ 40,000		\$ -			\$ 40,000	
57	Electric Vehicle Charging Station (Vets Hall)	1	\$ 22,272		\$ -			\$ 22,272	
58	Re-Roof - Vets Hall American Legion Kitchen Area	1	\$ 8,446		\$ -			\$ 8,446	
59	Tyler Incode	1	\$ 76,050		\$ -			\$ 76,050	
60	Zoll X Series EKG	1	\$ 40,000		\$ -			\$ 41,776	
61	Utility Truck F-350	1	\$ 79,800		\$ -			\$ 76,964	
62	Extrication Tool	1	\$ 60,000		\$ -			\$ 42,234	
63	Purchase New Fire Truck - Engine Type 3	1	\$ 450,000		\$ -			\$ 446,506	

	B	C	D	E	F	G	H	I	J
1	Waste Water CIP (FY 23/24 Revised 09/18/2023)								
2		Ranking	Project Estimate		Current FY Expenditures	Prior Expenditures		Total Project Expenditures to Date	Project Estimate Remaining
3	Treatment Plant Projects in SST (All SST Cost Estimates Current as of IGA Final Report)								
4	Investment Grade Audit (30% Design for all ECMs)	1	\$ 528,404		-	-		-	\$ 528,404
5	(ECM 1) Influent Flow Equalization	1	\$ 3,791,224		-	610,006		610,006	\$ 3,181,218
6	(ECM 2) Influent Lift Station	1	\$ 46,512		-	26,224		26,224	\$ 20,288
7	(ECM 3) Modified Ludzak-Ettinger Process Upgrade	1	\$ 2,419,093		-	371,214		371,214	\$ 2,047,879
8	(ECM 4) Blower Improvements	1	\$ 603,329		-	107,143		107,143	\$ 496,186
9	(ECM 5) RAS and WAS Pumping Improvements	1	\$ 1,290,972		-	230,389		230,389	\$ 1,060,583
10	(ECM 7) Electrical Upgrades	1	\$ 554,687		-	100,139		100,139	\$ 454,548
11	(ECM 8) Generator Replacement	1	\$ 925,404		-	153,675		153,675	\$ 771,729
12	(ECM 9) SCADA System	1	\$ 1,148,557		-	185,587		185,587	\$ 962,970
13	(ECM 12) Sewer Lift Stations	1	\$ 1,320,222		-	54,511		54,511	\$ 1,265,711
14	(ECM 10) Secondary Water System (3W) Improvements	2	\$ 318,202		-	-		-	\$ 318,202
15	(ECM 11) Effluent Pump Station Improvements	2	\$ 374,580		-	-		-	\$ 374,580
16	Pads for electrical ECMs	2	\$ 313,893		-	-		-	\$ 313,893
17	Final Design	2	\$ 308,394		-	-		-	\$ 308,394
18	Tertiary Treatment	4	\$ 889,436		-	-		-	\$ 889,436
19	Storm Drain	2	\$ 130,521		-	-		-	\$ 130,521
20	Demolish Old Tanks	2	\$ 567,815		-	-		-	\$ 567,815
21			\$ 15,531,245		\$ -	\$ 1,838,887		\$ 1,838,887	\$ 13,692,358
22	Treatment Plant Projects								
23	Security Improvements	1	\$ 15,000		-	-		-	\$ 15,000
24	New polymer skid for sludge press	1	\$ 25,000		-	-		-	\$ 25,000
25	PFAS Treatment (Design Phase)	2	\$ 50,000		-	-		-	\$ 50,000
26	Van Gordon House Demolition (Split with Water)	2	\$ 50,000		-	-		-	\$ 50,000
27	Clarifier Improvements								\$ -
28	Eastern clarifier - Replace chain drive	1	\$ 40,000		-	37,552		37,552	\$ 2,448
29	Eastern clarifier - Replace drive unit's metallic hubs with non-corrosive hubs	2	\$ 35,000		-	-		-	\$ 35,000
30	Eastern clarifier - Replace clarifier wear shoes, skid plates, & sprockets	2	\$ 40,000		-	-		-	\$ 40,000
31	Western clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ 40,000		-	-		-	\$ 40,000
32	Cover for Sheltering of Equipment @ Plant (50%)	2	\$ 15,000		-	-		-	\$ 15,000
33	Secondary Water System	2	\$ 4,100		-	-		-	\$ 4,100
34	Blower Replacement	2	\$ 9,200		-	-		-	\$ 9,200
35	Redundant Blower for Plant	3	\$ 400,000		-	-		-	\$ 400,000
36	Repaint the handrails on the digester	3	\$ 30,000		-	-		-	\$ 30,000
37	Walkway Grating on Digester Tanks	3	\$ 30,000		-	-		-	\$ 30,000
38	Cargo Box for Storage	3	\$ 10,000		-	-		-	\$ 10,000
39									
40			\$ 753,300		\$ -			\$ 37,552	\$ 715,748
41	Collection System Projects								
42	Lift Station A (Nottingham & Leighton/Park Hill)								
43	New Submersible Pumps, MCC, Bypass Piping, Control Panel at Grade Elevation	1	\$ 490,000		-	-		-	\$ 490,000
44	Lift Station A-1 (Sherwood & Harvey/Marine Terrace)								
45	New Submersible Pumps, Bypass Piping	1	\$ 265,000		-	-		-	\$ 265,000
46	Lift Station B - (SR Creek/Behind Park Hill)								
47	New Control Panel, Generator, Wet Well, Submersible Pumps, and Valve Vault	3	\$ 435,000		-	-		-	\$ 435,000
48	Lift Station B-1 (Burton Dr at Tin City)								

	B	C	D	E	F	G	H	I	J
1	Waste Water CIP (FY 23/24 Revised 09/18/2023)								
2		Ranking	Project Estimate		Current FY Expenditures	Prior Expenditures		Total Project Expenditures to Date	Project Estimate Remaining
49	Convert to gravity flow	1	\$ 600,000		-	-		-	\$ 600,000
50	Lift Station B-2 (Wood Dr./E. Lodge Hill)								
51	New Control Panel at Grade Elevation	1	\$ 425,000		-	-		-	\$ 425,000
52	Lift Station B-3 (Green St./W. Lodge Hill)								
53	New Control Panel	1	\$ 250,000		-	-		-	\$ 250,000
54	New Submersible Pumps, MCC, Bypass Piping	3	\$ 250,000		-	-		-	\$ 250,000
55	Lift Station 8								
56	Replace Pumps	1	\$ 95,000		-	-		-	\$ 95,000
57	Phased Manhole and Sewer Main Replacement	2	\$ 1,000,000		-	-		-	\$ 1,000,000
58	New generators at LS 4, 8	2	\$ 12,000		-	-		-	\$ 12,000
59	Push camera	2	\$ 10,000		-	-		-	\$ 10,000
60	Portable Generator	1	\$ 20,000		-	-		-	\$ 20,000
61	Asset Management Software	2	\$ 10,000		-	-		-	\$ 10,000
62	Reroute effluent line around State Parks	2	\$ 2,000,000		-	-		-	\$ 2,000,000
63			\$ 5,862,000		\$ -	\$ -		\$ -	\$ 5,862,000
64	Vehicles and Trailer Mounted Equipment								
65	Replacement of 1999 John Deere Loader and Backhoe Tractor	1	\$ 75,000		-	69,054		69,054	\$ 5,946
66	Replace 2005 F250	3	\$ 65,000		-	52,982		52,982	\$ 12,018
67									
68			\$ 22,286,545						
69									
70	Priority 1 Total		\$ -						
71	Priority 2 Total		\$ -						
72	Priority 3 Total		\$ -						
73	Priority 4 Total		\$ -						
74	SST Total		\$ -						
75									
76		Ranking	10-Yr Cost					FY Project Cost	
77	Replace Tractor	1	\$ 75,000					\$ 69,054	
78	Replace Van - Transport of Sewer Video Camera System	1	\$ 65,000					\$ 52,982	
79	Replace F150	1	\$ 30,000					0	
80	Pearpoint or equal TV inspection camera (removed cost from mid year total to meet reduced funding balance, 11/20/2018.)		\$ 75,000					0	
81	F-350 Service Truck with Crane Body		\$ 57,040					0	
82	Vactor truck - replace with new \$430K truck that meets emission requirements (7 yr loan @ 4.5%)		\$ 518,000					0	
83	Replacement Rack Truck (F-150)		\$ 24,193					0	
84	Influent screen, support platform design, & installation		\$ 164,509					0	
85	Lift Station A-1 MCC, SCADA Improvements		\$ 45,000					0	

	A	B	C	D	E	F	G	H	I
1	Water CIP (FY 23/24 Revised 09/18/2023)								
2		Ranking	Project Estimate		Current FY Expenditures	Prior Expenditures		Total Project Expenditures To Date	Project Estimate Remaining
3	Water Distribution System Projects								
4	Cover for Sheltering of Equipment @ Plant (50%)	1	\$ 15,000		-	-		-	\$ 15,000
5	Modular Office Building @ Plant	1	\$ 10,000		-	-		-	\$ 10,000
6	Advanced Metering Infrastructure (AMI)	1	\$ 2,220,000		-	-		-	\$ 2,220,000
7	Meter install	1	\$ 526,500		-	-		-	\$ 526,500
8	Design and Permitting for SSWF Transmission Main and Effluent Line at State Park Wetlands	1	\$ 600,000		-	-		-	\$ 600,000
9	Lead and Copper Service Line Regulations	1	\$ 20,000		-	-		-	\$ 20,000
10	Source Water Assessment	1	\$ 10,000		-	-		-	\$ 10,000
11	Piney Way Erosion Control - Design, Permitting and	1	\$ 10,000		-	-		-	\$ 10,000
12	San Simeon Well Field Transmission Main at State Park Wetlands	2	\$ 5,000,000		-	-		-	\$ 5,000,000
13	SR4 Generator	2	\$ 80,000		-	-		-	\$ 80,000
14	Well site pump replacements	2	\$ 532,141		-	-		-	\$ 532,141
15	Vault upgrades (Rodeo Grounds, Charing, and Windsor)	2	\$ 60,000		-	-		-	\$ 60,000
16	District Metered Areas (Phased - Design and Permitting, Implementation cost TBD)	2	\$ 150,000		-	-		-	\$ 150,000
17	Upgrading undersized water mains	3	\$ 130,000		-	-		-	\$ 130,000
18	Pine Knolls - Iva Court zone 1 pipeline expansion	4	\$ 165,000		-	-		-	\$ 165,000
19	Demo Van Gordon House (Water Portion)	3	\$ 50,000		-	-		-	\$ 50,000
20	Subtotal		\$ 9,578,641		\$ -	\$ -		\$ -	\$ 9,578,641
21	Tank & Booster Pump Station Projects								
22	Stuart Street Tank Rehabilitation	1	\$ 550,000		-	92,000		92,000	\$ 458,000
23	Santa Rosa Well #4 Replacement	1	\$ 75,000		-	48,792		48,792	\$ 26,208
24	Electrical transfer switch and conduit to well SS-3	1	\$ 25,000		-	-		-	\$ 25,000
25	SCADA System - Phased Upgrades (Phase III-Alarms, Flow Data, Monitoring Wells)	1	\$ 128,563		-	-		-	\$ 128,563
26	Rodeo Grounds booster A pump	1	\$ 62,000		-	-		-	\$ 62,000
27	Rodeo Grounds Pump Station Replacement (aka Zone 2 Booster pump station)	2	\$ 2,200,000		-	-		-	\$ 2,200,000
28	Stuart Street and Leimert Booster Pump Replacement	3	\$ 500,000		-	-		-	\$ 500,000
29	Third Stuart Street Tank Installation	3	\$ 600,000		-	-		-	\$ 600,000
30	Subtotal		\$ 4,140,563		\$ -	\$ 140,792		\$ 140,792	\$ 3,999,771
31	Vehicles and Trailer-Mounted Equipment								
32	Replacement 2005 F-150 Truck with F-250 (for towing Ditch Witch)	1	\$ 55,000		-	-		-	\$ 55,000
33	Truck Replacement Program (annual cost to build reserves)	3	\$ 55,000		-	-		-	\$ 55,000
34	Replacement of 1999 John Deere Loader and Backhoe Tractor	3	\$ 75,000		-	-		-	\$ 75,000
35	Dump trailer for storing and hauling spoils from road repairs	3	\$ 15,000		-	-		-	\$ 15,000
36	Subtotal		\$ 200,000		\$ -	\$ -		\$ -	\$ 200,000
37	Programs and Plans								
38	Hydraulic System Model Update	3	\$ 75,000		-	-		-	\$ 75,000
39	Asset Management Plan	2	\$ 25,000		-	-		-	\$ 25,000
40	Water Master Plan Amendment	3	\$ 35,000		-	-		-	\$ 35,000
41	Database for water conservation program/tracking with parcel links & APN file conversion	3	\$ 10,000		-	-		-	\$ 10,000
42	Subtotal		\$ 145,000		\$ -	\$ -		\$ -	\$ 145,000
43									
44			\$ 14,064,204		GRAND TOTAL				
45									
46			\$ 9,126,500		Priority 1 Total				
47			\$ 2,565,563		Priority 2 Total				

	A	B	C	D	E	F	G	H	I
48			\$ 2,002,141		Priority 3 Total				
49			\$ 165,000		Priority 4 Total				
50									
51	Completed Projects	Ranking	10-Yr Cost		FY Project Cost				
52	replacement @ SR Creek pedestrian bridge	1	\$ 215,527		\$ -				
53	SR4 submersible pump replacement		\$ 50,338						
54	SS2 Electrical Panel Upgrade		\$ 25,000						
55	SCADA System - Phase I and II Upgrades		\$ 99,371						
56	Replacement Dump Truck		\$ 74,871		\$ -				
57	Trailer-Mounted Air Compressor		\$ 22,557		\$ -				
58	Trailer-Mounted Vacuum Extractor		\$ 46,169		\$ -				
59	San Simeon well field generator replacement		\$ 50,449		\$ -				
60									

	A	B	C	D	E	F	G	H	I
61	WRF CIP (FY 22/23 Revised 10/5/22)								
62		Ranking	Project Estimate		Current FY Expenditures	Prior Expenditures		Total Project Expenditures To Date	Project Estimate Remaining
63	Permitting & Planning								
64	Groundwater modeling and consulting for CDP	1	\$ 83,000		-	23,309		23,309	\$ 59,691
65	EIR consulting (follow up agency discussions to support the WRF's Regular CDP)	1	\$ 28,609		-	-		-	\$ 28,609
66	Section 7 ESA consulting, annual AMP report, & AMP update	1	\$ 100,000		-	-		-	\$ 100,000
67	Subtotal		\$ 211,609		\$ -	\$ 23,309		\$ 23,309	\$ 188,300
68	Interim, short-term SWF Modifications								
69	Brine Tank Secondary Containment, Grading, Rock	1	\$ 20,000		-	-		-	\$ 20,000
70	Subtotal		\$ 20,000		\$ -	\$ -		\$ -	\$ 20,000
71	Advanced Water Treatment Plant								
72	Distribution Panel	1	\$ 15,000		-	-		-	\$ 15,000
73	Membrane and Filter Replacement Program (annual cost to build reserves)	2	\$ 30,000		-	-		-	\$ 30,000
74	Replace CIP Tank (leaking)	2	\$ 15,000		-	-		-	\$ 15,000
75	Replace discontinued chemical pumps	2	\$ 30,000		-	-		-	\$ 30,000
76	Replace chemical storage tank (leaking)	2	\$ 10,000		-	-		-	\$ 10,000
77	Replace Trojan UV bulbs and ballasts	2	\$ 40,000		-	-		-	\$ 40,000
78	Miscellaneous instrumentation / monitoring upgrades	2	\$ 25,000		-	-		-	\$ 25,000
79	Subtotal		\$ 165,000		\$ -	\$ -		\$ -	\$ 165,000
80	Long-Term Improvement Modifications								
81	Consulting assistance for coordination with Army Corps	1	\$ 40,000		-	-		-	\$ 40,000
82	Future permanent mods at WRF for trailer fill station [transfer tanks, piping, & spill containment/loading pad]	2	\$ 200,000		-	-		-	\$ 200,000
83	AWTP pull-barn style covers for outdoor equipment & Sems, Hach WIMS, or custom programmer for logging/reporting software and tablets	2	\$ 50,000		-	-		-	\$ 50,000
84	Installation of remote sensing instrumentation at SS creek (needs ROE agreement with State Parks)	3	\$ 25,000		-	-		-	\$ 25,000
85	Solar Array System	3	\$ 10,000		-	-		-	\$ 10,000
86	Subtotal		\$ 375,000		\$ -	\$ -		\$ -	\$ 375,000
87	Subtotal		\$ 700,000		\$ -	\$ -		\$ -	\$ 700,000
88									
89	GRAND TOTAL		\$ 1,096,609		\$ -	\$ 23,309		\$ 23,309	\$ 1,073,300
90									
91		Priority 1 Total	\$ 188,609						
92		Priority 2 Total	\$ 275,000						
93		Priority 3 Total	\$ 410,000						
94		Priority 4 Total	-						
95									
96	Completed Projects	Ranking	10 yr Cost		FY Project Cost				
97	Filters / membrane replacements and build reserves for future		\$ 59,639		\$ -				
98	Short-term flood damage mitigation		\$ 12,566		\$ -				
99	Hauling of last 18" of water and cleaning impoundment		\$ 94,515		\$ -				
100	Urban Water Management Plan - CDP Portion		\$ 20,463		\$ -				
101	Groundwater modeling/piezometer installation/monitoring		\$ 75,758		\$ -				
102									

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.D**

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

Meeting Date: January 11, 2024 Subject: Discussion and Consideration to Approve an Agreement for Consultant Services with MKN & Associates, Inc., for Engineering Design and Bid/Construction Phase Services for the Replacement of the Stuart Street Tanks

FISCAL IMPACT:

The estimated cost of \$185,273 is based on the proposal provided by MKN & Associates (MKN). An encumbered budget of \$458,000 has been allocated to this tank replacement project. An additional \$375,000 of federal funding has been secured from the USEPA Community Project Funding Grants Program for a total project budget of \$833,000. This agenda item is for the design and project management cost, and does not include the cost of materials and tank construction.

DISCUSSION:

The proposed Stuart Street Tanks Replacement Project involves designing and constructing two circular welded steel tanks to replace the existing bolted steel tanks built in 1985. The existing tanks are currently in poor condition and have exceeded their lifecycle. Over the years, several repairs have been performed to extend the life of the tanks, including seven roof segments that were replaced in 2017. Now, the coatings on the remaining original panels are aging and breaking down, as indicated by scattered and general corrosion. Overall, 25% of the exterior area is blistered and peeling with significant corrosion. Replacing both tanks in their entirety is now required.

The CCSO has secured \$375,000 of federal funding from a USEPA Community Project Funding Grants Program. The District adopted an Initial Study - Mitigated Negative Declaration (IS-MND) for the project in compliance with the California Environmental Quality Act (CEQA). An Addendum to the 2011 IS-MND has been prepared and is under review. We are hopeful that this will satisfy the CEQA requirements for the replacement of both tanks. Once the CEQA process has been completed, the funding will be awarded.

During the CEQA and NEPA evaluation period, staff pursued proposals from three engineering consulting firms for design engineering, further environmental permitting, bid-phase support, and related construction-phase services. Of the proposals submitted, MKN was chosen as the lowest bidder.

It is recommended that the Board of Directors enter into an Agreement for Consultant Services with MKN to perform design engineering and project management, which includes supervision of MKN staff, planning and monitoring of contract budget and schedule in conjunction with District staff, coordination with sub-consultants, geotechnical engineering, design phase services, structural engineering, environmental engineering, permitting, and CEQA and NEPA compliance, and bid and related construction phase services for the Stuart Street Tanks Replacement Project.

ATTACHMENTS:

1. [Agreement for Consultant Services](#)
2. [Exhibit A](#)

AGREEMENT FOR CONSULTANT SERVICES
Stuart Street Water Tank Replacement Project
MKN & ASSOCIATES, INC. (2024MKN-01)

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of January __, 2024, between **MKN & ASSOCIATES, INC.** (“Consultant”), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on January _____, 2024, and shall remain and continue in effect until May 31, 2025, or until completion of the work described in Consultant’s proposal, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Consultant’s proposal dated October 26, 2023 (the “Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

3. **PERFORMANCE**

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

4. **AGREEMENT ADMINISTRATION**

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

5. **PAYMENT**

The District agrees to pay the Consultant the not to exceed amount of \$185,273 in accordance with the payment rates and terms set forth in Exhibit A, in monthly progress payments based on time spent on each task.

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

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10)

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

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

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

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

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

8. **DEFAULT OF CONSULTANT**

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

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

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

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

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part

by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

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

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

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

12. INSURANCE

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

13. INDEPENDENT CONSULTANT

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

any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

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

14. **UNDUE INFLUENCE**

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

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

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

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

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

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed

thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

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

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

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

To Consultant: MKN & Associates, Inc
Attn: Jon Hanlon
354 Pacific Street
San Luis Obispo, CA 93401

18. **ASSIGNMENT**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **TIME**

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

22. **CONTENTS OF PROPOSAL**

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

23. **CONSTRUCTION**

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

24. **AMENDMENTS**

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

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CAMBRIA COMMUNITY SERVICES
DISTRICT**

MKN & ASSOCIATES, INC.

Matthew McElhenie, General Manager

By: _____
Its: _____

ATTEST:

Haley Dodson, Confidential Administrative
Assistant

Approved as to Form:

Timothy J. Carmel, District Counsel

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is

acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

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

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

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

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

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

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



October 26, 2023

James Green
Water Systems Superintendent
Cambria Community Services District
Delivered electronically – jgreen@cambriacsd.org

RE: Proposal for Stuart Street Tanks Replacement Project – Revision 1

Dear Mr. Green,

MKN & Associates, Inc. (MKN) is pleased to submit this proposal for the Cambria Community Services District (District) Stuart Street Tanks Replacement Project. Included in this proposal is our proposed scope and fee based on our understanding of the project.

Project Background

The District has requested that MKN provide engineering design and bid/construction phase services for the replacement of both Tank No. 1 and Tank No. 2 at the Stuart Street Tank Facility. The existing bolted steel distribution storage tanks were constructed in 1992 and are located in the residential area of Lodge Hill on Stuart Street in the unincorporated community of Cambria in San Luis Obispo County.

The District has previously considered project alternatives including the construction of a new 486,000 gallon tank and construction of a new 735,000 gallon tank at the Stuart Street Tank Site. In 2011, the District adopted an Initial Study – Mitigated Negative Declaration (IN-MND) to comply with California Environmental Quality Act (CEQA) for these alternatives. The 2011 IS-MND identified potentially significant but mitigable impacts to aesthetics, air quality, biological resources, and noise. The construction of either larger tank alternative has not been pursued further, and the District is now pursuing the replacement of both existing tanks in kind to match existing storage capacities. It is possible that an Addendum to the 2011 IN-MND can satisfy CEQA requirements for the replacement of both tanks.

While the District has secured funding through the USEPA Community Project Funding Grants program, environmental impacts must be considered under the National Environmental Policy Act (NEPA). Further evaluation is required to determine whether the project qualifies for a USEPA Categorical Exclusion (CATEX), including the evaluation of potential impacts of biological and cultural resources.

Both tanks are located in the Coastal Zone. As a result, unless appealed, the County of San Luis Obispo (County) will have Coastal Development Permit (CDP) authority over the project. Further evaluation will be required to determine whether the project can qualify for a CDP permit exemption.

The District has expressed preference for bolted tanks to match the existing tanks. Tank No. 1 has a storage capacity of 212,000 gallons and diameter of 40 feet. Tank No. 2 has a storage capacity of 125,000 gallons and a diameter of 30 feet. Both tanks are 24 feet tall and currently provide 1 foot of freeboard, with the overflow at 23 feet. Based on our preliminary review, 1 foot of freeboard will not meet current AWWA requirements for seismic activity, and the new tanks will require an increased height of 3 to 4 feet to maintain the existing storage capacity. Depending on the condition of the existing tank foundations, it may be possible to reuse the



existing foundation(s) with the new tanks; further investigation will be required to determine whether this is feasible or if new foundation(s) are required. To minimize impacts to operational and emergency storage during construction, each tank will be demolished and replaced sequentially during the off-season, where consumption is historically lower and risk of fire is reduced.

Scope of Work

The following scope of work is provided for replacement of both tanks with similarly sized, bolted steel tanks.

Task Group 100 – Project Management and QA/QC, and Meetings

Task 101 – Project Management, QA/QC, and Meetings

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, coordination with subconsultants, and coordination with the District. MKN's Project Manager will review the status of budget, schedule, and relevant project issues with the District on a bi-weekly basis via email or phone. MKN will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

Task 102 – Meetings

MKN has included four (4) meetings as part of this scope of services. The following meetings are included:

- Kick Off Meeting and Site Visit
- Environmental Permitting Meeting
- Thirty Percent (30%) Design Review Meeting
- Ninety Percent (90%) Design Review Meeting

Deliverables: Meeting Agendas/Meeting Minutes (4 total).

Task 103 – Data Review

MKN will review record drawings, topographic survey, tank operation data, and permitting requirements.

Deliverables: Data Request

Task Group 200 – Preliminary Engineering

Task 201 – Topographic Survey

MKN's surveying subconsultant, MBS, will visit the project site and produce a 1-foot contour map, with planimetric features including footprint of existing structures, surface evidence of utilities, trees (over 6" dia.) with approximate canopies, fencing, edge of pavement, and other items which are visible and present at the time of the survey. The map will be drawn at 1"=10' scale on a 24" by 36" sheet. Further details on MBS's scope are provided in the Appendix.



Deliverables: Topographic Survey sheet in PDF and AutoCAD format

Task 202 – Geotechnical Engineering

MKN's geotechnical subconsultant, Earth Systems (ES), will perform a site reconnaissance to observe and document current site conditions. ES will review information available in the original geotechnical report along with previous field and laboratory data. A geotechnical engineering report will be prepared that includes project site conditions for soil, bedrock, and groundwater conditions, site preparation, grading criteria, foundation recommendations, bearing capacities, seismic criteria, liquefaction potential, and drainage recommendations.

The tank site lies within a designated Geologic Study Area (GSA) as defined by the County of San Luis Obispo. Prior to receiving a building permit, the County's geologist will review the geologic report to evaluate its adequacy in terms of included information, analysis, and conclusions and recommendations. If additional subsurface exploration, analysis, or study is required to address the County geologist's requirements associated with the GSA, additional scope/fee will be required. Further details on Earth System's scope are provided in the Appendix.

Deliverables: Geotechnical Engineering Report

Task Group 300 – Design Phase Services

Tasks 301 - 303 – Preparation of 30%, 90%, and 100% Construction Documents

Following the Project Kickoff Meeting, MKN will proceed with preparation of plans and specifications for the construction of the replacement tanks, piping, impressed current cathodic protection system, and appurtenances. MKN will provide construction plans for District input and review at the 30% completion level. Construction documents including plans, technical specifications, and Engineer's Opinion of Probable Construction Cost will be provided for District input and review at the 90% and 100% completion level.

Deliverables:

- Construction plans at 30%, 90%, and 100% in electronic (PDF) format
- Construction specifications at 90% and 100% in electronic (PDF) format
- Cost opinions at 30%, 90% and 100% in electronic (PDF) format

Task 304 – Structural Engineering

MKN's structural subconsultant, SSG, will prepare structural engineering plans and specifications for the tank foundations and structural elements of the tanks. The tanks will be designed in compliance with AWWA D-103 recommendations. SSG will attend the Project Kickoff Meeting and evaluate the existing foundations to determine whether the existing ring foundation(s) are reusable. If record information on the foundations is not available, it is recommended that the District expose a portion of the foundation using a backhoe or mini-excavator to allow the MKN team to evaluate the existing foundation. If it is determined that the existing foundation(s) are not suitable for reuse, SSG will design new foundation(s) with appropriate anchorage. Further details on SSG's scope are provided in the Appendix.



Task Group 400 – Environmental Permitting

Task 401 – Environmental Permitting

MKN’s environmental permitting subconsultant, Rincon, will evaluate the CEQA, NEPA, and CDP permitting requirements associated with the project. Rincon will host a kickoff meeting with MKN and the District and will be available for additional coordination calls as needed. Rincon will prepare an Addendum to the IS-MND previously obtained by the District in 2011. The Addendum will include evaluation of air quality and greenhouse gas emissions, energy, noise, and biological resources.

Rincon will ensure that the District meets USEPA funding award requirements under NEPA, which will include the preparation of a biological resources memorandum and cultural resources memorandum, in compliance with the NEPA Categorical Exclusion Checklist.

Finally, Rincon will prepare a pre-application package for exemption from a Coastal Development Permit. If the County determines a CDP exemption is not appropriate, Rincon can provide permitting assistance related to the acquisition of a regular CDP for the proposed project for additional fee. Additional details on Rincon’s scope are provided in the Appendix.

Deliverables:

- Addendum to 2011 IS-MND – CEQA Compliance
- Biological Resources Memorandum – NEPA Compliance
- Cultural Resources Memorandum – NEPA Compliance
- Pre-application package for CDP Exemption

Task Group 500 – Bid and Construction Phase Services

Upon final District approval of project plans and specifications, MKN will provide the following support services during the bid and construction phases:

Task 501 – Bid Phase Support

MKN’s Project Manager will attend the bidders’ conferences for the Project, prepare notes, log questions from bidders, and prepare up to three addenda, if necessary. MKN will also assist the District in tabulating and comparing the bids, and evaluating bidder qualifications, based on financial and reference checks. It is assumed that the District will advertise for bids, reproduce and distribute contract documents to prospective bidders, maintain a list of bidders, and host the bidders’ conference.

Task 502 – Construction Coordination Meetings

MKN will attend the pre-construction meeting for the Project. MKN will also attend construction meetings with the Contractor, subcontractors, and District staff. Attendance at up to five (5) meetings is anticipated.

Task 503 – Requests for Information

MKN will review, coordinate with District staff and respond to Contractor’s Requests for Information (RFIs). Up to two (2) RFIs are anticipated.



Task 504 – Submittal Review

MKN will review technical submittals provided by Contractor. Submittals will be reviewed for general conformance to the Contract Documents. Subsequent to Engineer’s review, MKN will return the submittal to the Contractor. MKN will maintain a log of shop drawings that have been submitted, and the disposition. Up to fifteen (15) total shop drawing submittals and resubmittal reviews are anticipated.

Task 505 – Record Drawings

MKN will prepare construction record drawings based on redline markups by the Contractor.

Fee Estimate

MKN proposes to complete this work on a time and materials basis with a total budget not to exceed \$185,273 based on the 2024 MKN rate schedule and estimated level of effort (attached). A summary of level of effort for the project is provided in **Table A**.

Table A. Fee Summary	
Preliminary Engineering	\$6,655
Design	\$98,355
Environmental Permitting	\$61,523
Bid and Construction Phase	\$18,740
Total Budget	\$185,273

Schedule

The anticipated schedule for the project is included in **Table B**.

Table B. Anticipated Project Schedule	
Deliverable	Duration
30% Construction Documents	16 Weeks from Kickoff
90% Construction Documents	8 Weeks from Receipt of 30% Comments
100% Construction Documents	4 Weeks from Receipt of 90% Comments

We would like to express our thanks to the District for the opportunity to work on this important project. Should you have any questions or wish to discuss any of the information presented herein, please do not hesitate to contact me at your convenience. My phone number is (805) 440-4380 and email is jhanlon@mknassociates.us.

Sincerely,

Jon Hanlon, PE
Principal Engineer



Exhibit A

Cambria Community Services District
Proposal for Stuart Street Tanks Replacement Project
October 2023

Enclosures:

- Rate Schedule
- Level of Effort
- Scope of Work: Rincon, MBS, Earth Systems, SSG

Cambria Community Services District
Exhibit A
Stuart Street Tanks Replacement



	Principal Engineer	Senior Project Engineer	Assistant Engineer II	Senior Design Technician/Drafter	Total Hours (MKN)	Labor (MKN)	Survey (MBS)	Geotechnical Engineering (Earth Systems)	Structural Engineering (SSG)	Environmental Permitting (Rincon)	Non-Labor Costs	Total Fee
Hourly Rates	245	210	155	170								
Task Group 100 – Project Management, Meetings and QA/QC												
Task 101 – Project Management and QA/QC	16	8	4		28	\$6,220	\$ -	\$ -	\$ -	\$ -	\$0	\$ 6,220
Task 102 – Meetings and Kickoff Site Visit (4)	6		8		14	\$2,710	\$ -	\$ -	\$ -	\$ -	\$0	\$ 2,710
Task 103 – Data Review	2	2	8		12	\$2,150	\$ -	\$ -	\$ -	\$ -	\$0	\$ 2,150
Subtotal	24	10	20	0	54	\$ 11,080	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,080
Task Group 200 – Preliminary Engineering												
Task 201 – Topographic Survey (MBS)					0	\$ -	\$ 3,740	\$ -	\$ -	\$ -	\$3,740	\$ 3,740
Task 205 – Geotechnical Engineering (Earth Systems)					0	\$ -	\$ -	\$ 2,915	\$ -	\$ -	\$2,915	\$ 2,915
Subtotal	0	0	0	0	0	\$ -	\$ 3,740	\$ 2,915	\$ -	\$ -	\$ 6,655	\$ 6,655
Task Group 300 – Design Phase Services												
Task 301 – 30% Plans	6	16	32	40	94	\$16,590	\$ -	\$ -	\$ -	\$ -	\$0	\$ 16,590
30% Specifications	4	8	32		44	\$7,620	\$ -	\$ -	\$ -	\$ -	\$0	\$ 7,620
Task 302 – 90% Plans	8	24	70	40	142	\$24,650	\$ -	\$ -	\$ -	\$ -	\$0	\$ 24,650
90% Specifications	4	8	40		52	\$8,860	\$ -	\$ -	\$ -	\$ -	\$0	\$ 8,860
Task 303 – 100% Plans	4	8	24	20	56	\$9,780	\$ -	\$ -	\$ -	\$ -	\$0	\$ 9,780
100% Specifications	2	8	16		26	\$4,650	\$ -	\$ -	\$ -	\$ -	\$0	\$ 4,650
Task 304 – Structural Engineering (SSG)					0	\$ -	\$ -	\$ -	\$15,125	\$ -	\$15,125	\$ 15,125
Subtotal	28	72	214	100	414	\$ 72,150	\$ -	\$ -	\$ 15,125	\$ -	\$ 15,125	\$ 87,275
Task Group 400 – Environmental Permitting												
Task 401 – Environmental Permitting (Rincon)					0	\$ -	\$ -	\$ -	\$ -	\$61,523	\$61,523	\$ 61,523
Subtotal	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ 61,523	\$ 61,523	\$ 61,523
Task Group 500 – Bid and Construction Phase Services												
Task 501 – Bid Phase Support		4	4		8	\$1,460	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 2,835
Task 502 – Construction Coordination Meetings (5)		5			5	\$1,050	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 2,425
Task 503 – Requests for Information (2)		2	2		4	\$730	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 2,105
Task 504 – Submittal Review (15 total)		12	24		36	\$6,240	\$ -	\$ -	\$ 1,375	\$ -	\$1,375	\$ 7,615
Task 505 – Record Drawings		2	4	16	22	\$3,760	\$ -	\$ -	\$ -	\$ -	\$0	\$ 3,760
Subtotal	0	25	34	16	75	\$ 13,240	\$ -	\$ -	\$ 5,500	\$ -	\$ 5,500	\$ 18,740
TOTAL BUDGET	52	107	268	116	543	\$96,470	\$ 3,740	\$ 2,915	\$ 20,625	\$ 61,523	\$ 88,803	\$ 185,273



2024 FEE SCHEDULE

CATEGORY	POSITION	HOURLY RATE
Communications and Administrative	Administrative Assistant	\$110
	Strategic Communications Coordinator	\$115
	Strategic Communications Specialist	\$140
Designers and Technicians	CAD Technician I	\$130
	CAD Design Technician II	\$150
	Senior Designer	\$170
Planning	GIS Specialist	\$165
	Planner I	\$185
	Planner II	\$195
	Senior Planner	\$205
Engineers	Engineering Technician	\$100
	Assistant Engineer I	\$135
	Assistant Engineer II	\$155
	Project Engineer I	\$180
	Project Engineer II	\$195
	Senior Engineer I	\$210
	Senior Engineer II	\$220
	Senior Engineer III	\$235
Principal Engineer	\$245	
Project Management	Project Manager	\$220
	Senior Project Manager	\$254
	Project Director	\$275
	Senior Project Director	\$295
Construction Management Services	Scheduler	\$170
	Construction Inspector	\$190
	Assistant Resident Engineer	\$190
	Resident Engineer	\$202
	Construction Manager	\$220
	Principal Construction Manager	\$259

The foregoing Billing Rate Schedule is effective through December 31, 2024 and will be adjusted each year after at a rate of 2 to 5%.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate



October 6, 2023
Rincon Project No. 23-15239

Jon Hanlon, Principal Engineer, PE
MKN & Associates
354 Pacific Street
San Luis Obispo, California 93401
Via email: jhanlon@mknassociates.us

Subject: Proposal to Provide Environmental Consulting Services for the Cambria Community Services District Stuart Street Water Tanks Project, San Luis Obispo County, California

Rincon Consultants, Inc. (Rincon) is pleased to provide this proposal to MKN & Associates (MKN) for environmental consulting services for the Cambria Community Services District's (CSD) Stuart Street Water Tanks Project (herein referred to as the "proposed project" or "modified project"). The following proposal describes our understanding of the project, our proposed approach, a schedule for completion of the project, and our cost proposal for the assignment.

Background

Cambria CSD is planning to replace two existing water storage tanks on Stuart Street: one 212,000-gallon bolted steel tank and one 125,000-gallon bolted steel tank. The tanks were originally constructed in 1992. The tanks will be replaced "in kind" with new bolted steel tanks of the same volume. Current code requires the tank roof be three to four feet higher than the existing tank heights (24 feet). The tanks are located in a residential area at 1975 Stuart Street (Assessor's Parcel Number 024-142-043) in the unincorporated community of Cambria in San Luis Obispo County. The project site is located in the Coastal Zone, but not within the appeal zone or the California Coastal Commission's (CCC) original jurisdiction.

In the mid-2000s, Cambria CSD explored a number of alternatives for replacing the Stuart Street tanks. Rincon understands that in 2011, Cambria CSD adopted a California Environmental Quality Act (CEQA) Initial Study – Mitigated Negative Declaration (IS-MND) for the "Stuart Street & Fiscalini Tank Sites Storage Project." The 2011 IS-MND analyzed two project alternatives: Alternative 1 involved construction of a new 486,000-gallon water tank at the existing Stuart Street Tank Site, and Alternative 2 involved relocation of the existing 125,000-gallon water tank from the Stuart Street Tank Site to the Fiscalini Tank Site, and construction of a new 735,000-gallon replacement water tank at the Stuart Street Tank Site. The 2011 IS-MND identified potentially significant but mitigable impacts to aesthetics, air quality, biological resources, and noise.

We understand Cambria CSD has secured funding from the United States Environmental Protection Agency (USEPA) Community Project Funding grants program.

Scope of Work

Rincon assumes Cambria CSD will provide a copy of the Final IS-MND for the Stuart Street & Fiscalini Tank Sites Storage Project prior to initiation of CEQA analysis. We reserve the right to revise the following scope if the Final IS-MND is substantially different than the Public Draft IS-MND provided to Rincon to inform this scope of work.



Task 1 Project Management

Project management tasks include in-house management of Rincon staff during the course of this scope of work, responding to telephone calls and emails regarding the project, monitoring the project budget and schedule, and other similar tasks. Within five days of Notice to Proceed, Rincon will schedule a kickoff meeting with MKN and Cambria CSD, which will consist of a one-hour conference call to confirm project details, review the proposed deliverable schedule for the project, share and discuss preliminary data requests, and establish a communication protocol. It is anticipated that up to three additional coordination calls (estimated at 30 minutes each) with Cambria CSD and MKN will occur to ensure regular communication and status updates.

Task 2 IS-MND Addendum

In 2011, Cambria CSD adopted an IS-MND for a previous iteration of the project (herein referred to as “previously approved project”), identifying potentially significant but mitigable impacts to aesthetics, air quality, biological resources, and noise. Based on the current proposed design details (“modified project”), we anticipate the appropriate CEQA pathway to be an Addendum to the 2011 IS-MND. An Addendum is the appropriate document when minor technical changes are proposed and when such changes would not result in additional significant environmental effects beyond those already identified in the earlier environmental document. An Addendum need not be circulated for public review.

The Addendum will compare the impacts of the modified project to those of the previously approved project as described in the Final IS-MND. It is presumed that the analysis will find that the modified project will not have new significant environmental effects and will not increase the severity of previously identified significant environmental effects. If this turns out not to be the case, we will notify MKN and Cambria CSD immediately to discuss an appropriate course of action.

The Addendum will specifically focus on evaluating the impacts on those environmental resources that would be potentially affected by the proposed design changes, which are anticipated to be air quality, energy, greenhouse gas emissions, and transportation due to the extended construction schedule and increased number of material deliveries. The potential for the modified project to result in additional environmental effects will be discussed generally for each issue area analyzed in the 2011 IS-MND. In addition, the analysis will briefly discuss the issues of energy, tribal cultural resources, transportation, and wildfire, which are topics that were added to or modified in the CEQA Guidelines Appendix G checklist after adoption of the 2011 IS-MND.

Task 2.1 Air Quality and Greenhouse Gas Emissions Addendum Sections

Rincon will use the recommended methodologies outlined in the San Luis Obispo County Air Pollution Control District (SLOAPCD) CEQA Air Quality Handbook to prepare the air quality and greenhouse gas (GHG) emissions analysis for the modified project. Since publication of the 2011 IS-MND, SLOAPCD has updated its recommended criteria air pollutant and GHG significance thresholds. Rincon will model the modified project’s construction air pollutant and GHG emissions using the latest version of California Emissions Estimator Model (CalEEMod) and compare with the latest SLOAPCD thresholds. Long-term air pollutant and GHG emissions are anticipated to be minimal and will be evaluated qualitatively in comparison to the 2011 IS-MND. Mitigation measures from the 2011 IS-MND will be applied to the modified project, where appropriate. SLOAPCD does not have quantified thresholds of significance for construction GHG emissions. Therefore, impacts from the modified project’s construction GHG emissions will be addressed qualitatively in comparison to the 2011 IS-MND. Operational GHG emissions are anticipated to be minimal and will also be addressed qualitatively.



Task 2.2 Energy Addendum Section

Since the 2011 IS-MND was adopted, the CEQA Guidelines Appendix G Checklist was revised to include energy as a standalone resource category. To address potential energy impacts, Rincon will quantitatively estimate project-related energy consumption and prepare an analysis to be incorporated into the addendum. Rincon will estimate construction fuel consumption based on the construction scenario modeled in CalEEMod as part of the air quality analysis. The quantitative estimates of construction energy needs in addition to the project's compliance with energy efficiency regulations will be used to assess whether the project's energy use would be considered wasteful, inefficient, or an unnecessary consumption of energy. Long-term energy use is anticipated to be minimal and will be evaluated qualitatively. This section will address consistency of the modified project with applicable plans for renewable energy and energy efficiency, if any.

Task 2.3 Noise Addendum Section

Consistent with the analysis in the 2011 IS-MND, the noise analysis in the Addendum will be conducted in accordance with County of San Luis Obispo guidelines, standards, and ordinances. The noise analysis will examine both temporary construction noise, traffic noise, and long-term operational noise. Ambient noise measurements are not proposed. The noise analysis will qualitatively compare construction noise impacts from the modified project to the previously approved project. In addition, long-term noise impacts are anticipated to be minimal and will be addressed qualitatively. Mitigation measures from the 2011 IS-MND will be applied to the modified project, where appropriate.

Task 2.4 Other Addendum Sections

Under this task, Rincon will prepare the other Addendum sections. Rincon will utilize species lists obtained in Task 3.2, Biological Resources Memorandum, as well as the site visit outlined in Task 3.2 to inform the Biological Resources section of the Addendum. Rincon will also update the Cultural Resources Assessment Report to reflect the proposed design changes.

Rincon will complete a Notice of Determination (NOD) form for filing with the County Clerk's office upon certification of the document and project approval. Rincon will file the NOD with the County Clerk and the State Clearinghouse. It is assumed Cambria CSD will be responsible for payment of the filing fees.

Assumptions:

- MKN and/or Cambria CSD will provide digital versions (e.g., AutoCAD, GIS, or Google Earth files) of defined project impact areas that include work limits (including construction staging areas) and a description of proposed work, including estimated maximum depth of disturbance.
- The IS-MND Addendum analysis will be supported by the technical studies prepared under Tasks 3.2 and 3.3.
- No paleontological field survey, fossils records search, or noise measurements will be conducted.
- The transportation analysis for the IS-MND will utilize construction traffic estimates provided by MKN along with standard construction traffic control measures. Additional traffic modeling will not be conducted as part of this scope of work.
- Computerized modeling to characterize hydrology, drainage patterns, and other existing physical conditions will not be conducted as part of the project. Rather, existing information including previously prepared maps and models will be utilized to the extent feasible.
- Rincon will submit an electronic version of the IS-MND Addendum to Cambria CSD and MKN for review. One round of consolidated comments from MKN and one round of consolidated comments from Cambria CSD will be addressed (two rounds of revisions in total) before finalizing the IS-MND



Addendum. Rincon will then provide electronic versions of the finalized document for Cambria CSD approval.

- The IS-MND Addendum will not be circulated for public comment.
- This scope does not include digital accessibility compliance for project documents. No hard copies will be required.
- Rincon's attendance at public hearings/meetings for the project will not be required.

Task 3 NEPA Documentation

We understand Cambria CSD has secured funding through the USEPA Community Project Funding grants program. The National Environmental Policy Act (NEPA) requires evaluation of how federal actions, including funding approvals, may affect the quality of the environment. Under NEPA, environmental impacts must be considered before USEPA can grant a funding award.

The USEPA Categorical Exclusion (CATEX) Checklist provides information on assessing whether a project may be considered for a CATEX. Per 40 Code of Federal Regulations Part 6 Subpart B, the following applicable category of proposed actions may be categorically excluded if the proposed action does not involve any extraordinary circumstances:

“(ii) Actions relating to existing infrastructure systems (such as sewer systems; drinking water supply systems; and stormwater systems, including combined sewer overflow systems) that involve minor upgrading, or minor expansion of system capacity or rehabilitation (including functional replacement) of the existing system and system components (such as the sewer collection network and treatment system; the system to collect, treat, store and distribute drinking water; and stormwater systems, including combined sewer overflow systems) or construction of new minor ancillary facilities adjacent to or on the same property as existing facilities. This category does not include actions that: involve new or relocated discharges to surface or ground water; will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water; will provide capacity to serve a population 30% greater than the existing population; are not supported by the state, or other regional growth plan or strategy; or directly or indirectly involve or relate to upgrading or extending infrastructure systems primarily for the purposes of future development.”

Ultimately, USEPA makes CATEX determinations based on its own regulations. Funding applicants can provide environmental information to inform and support USEPA's CATEX determination process. USEPA will independently review the information provided and determine whether a project is eligible for a CATEX.

Task 3.1 Biological Resources Memorandum

We understand a Biological Constraints Analysis was prepared in 2007 by Bonterra. Due to the age of the report, we anticipate USEPA will require updated database queries and an updated reconnaissance site visit to inform the NEPA determination. While we will take into account the 2007 Biological Constraints Analysis, Rincon will also conduct an updated analysis to assess the site for special status biological resources potentially present on or adjacent to the project site and provide the results of the analysis in a brief technical memorandum. Special status biological resources for the purposes of the CATEX documentation are those that are relevant to federal laws and regulations, such as but not limited to federally listed species and their critical habitat, federal wetlands and waters of United States, and compliance with the Migratory Bird Treaty Act.

Rincon will request an updated official species list through the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation database species list and will review the USFWS



Critical Habitat Portal. Additionally, we will query the California Department of Fish and Wildlife California Natural Diversity Database and the California Native Plant Society Inventory of Rare and Endangered Vascular Plants of California databases for federally listed wildlife and plant occurrences in the *Cambria, California* United States Geological Survey 7.5-minute quadrangle as well as the surrounding quadrangles. Following the database queries, we will conduct a reconnaissance site visit to verify existing conditions have not changed since preparation of the 2007 Biological Constraints Analysis. We will also use existing data sources, such as aerial photographs, soil surveys, and topographic maps, to determine the habitat conditions on the site.

The technical memorandum will include figures depicting the project site, habitats within the project site, and federally protected resources, if present. Based on preliminary review, federally protected resources are likely to be limited to nesting birds protected by the Migratory Bird Treaty Act.

Rincon will provide a draft of the technical memorandum, which includes the results of the database queries, reconnaissance visit, and assessment of project effects.

Assumptions:

- Cambria CSD will provide full right-of-entry to all portions of the project site in written format at Notice to Proceed. Rincon will have safe access, and no access issues will be encountered during fieldwork. Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety), or other conditions outside of Rincon's control.
- The identification of potential special-status species habitat is based on a suitability analysis level only and does not include definitive surveys for the presence or absence of the species which may be present. Definitive surveys for special-status plant and wildlife species generally require specific survey protocols requiring extensive field survey time to be conducted only at certain times of the year. If such surveys are necessary, a separate scope and cost estimate can be provided.
- Preparation of permit applications or technical studies related to species listed under the federal and/or state Endangered Species Acts or jurisdictional waters is not included in this scope of work. If it is determined that listed species or jurisdictional waters would be affected by the project, the appropriate additional permit application(s) and technical studies can be prepared under a separate scope and cost.
- The reconnaissance site visit, including travel time and preparation, can be completed by one biologist in a single 8-hour day.
- Rincon will address one round of consolidated comments on the technical memorandum from MKN and one round of consolidated comments from Cambria CSD.
- Consultation support with USFWS and coordination with the USEPA regarding biological resources is not included.
- The memorandum will be submitted in electronic format; no hard copies will be provided.

Task 3.2 Cultural Resources Memorandum

Because Cambria CSD has secured federal funding through USEPA's Community Project Funding grants program, the project is subject to Section 106 of the National Historic Preservation Act (Section 106; NHPA) review with the USEPA as the lead federal agency.

A desktop review indicates the project site is bounded by a residential development, with seven residences located immediately adjacent to (within 100 feet of) the existing water tanks. Of these seven residences, five were constructed in the early- to mid-1980s and do not meet the 45- and 50-year age thresholds for consideration as historical resources and historic properties pursuant to CEQA and Section 106, respectively. The remaining two structures were built in the early 1960s and do meet the age thresholds for consideration as historical resources and historic properties. However, the



project, which would replace existing water tanks with new water tanks, would not directly alter or damage the two residences and would not introduce visual elements that would result in indirect visual effects/impacts. Therefore, Rincon assumes the two residences will not require documentation or evaluation.

Rincon reviewed the cultural resources assessment report prepared in 2007 to support the project's 2011 IS-MND. The report summarizes the methods and results of a records search and pedestrian survey. Given the report is over 15 years old and addresses only CEQA requirements, Rincon recommends a new cultural resources assessment complying with both CEQA and Section 106 be prepared to assess the current conditions of the project site and satisfy USEPA requirements.

The following scope of work outlines the tasks to be completed as part of a CEQA- and Section 106-compliant cultural resources assessment to support the IS-MND Addendum and USEPA's Section 106 needs.

Area of Potential Effects Map Delineation

In accordance with the regulations of 36 Code of Federal Regulations 800.16(d), Rincon will delineate an Area of Potential Effects (APE) for the project. The APE will encompass resources in the vicinity of the project site, if present, that have the potential for historic significance, should be evaluated for National Register of Historic Places (NRHP) eligibility, and may be directly or indirectly affected by the undertaking. Rincon assumes the APE will include the parcel in which the existing water tanks are located, as well as staging areas and the boundaries of any known cultural resources overlapping or immediately adjacent to the project footprint.

Cultural Resources Records Search

Rincon will request a records search through the California Historical Resources Information System (CHRIS) Central Coast Information Center (CCIC), which will encompass the APE and a 0.5-mile radius around it. The purpose of the records search is to identify previously recorded cultural resources and previous studies overlapping or in the vicinity of the APE. In addition, Rincon will examine the following databases of known cultural resources to identify historic properties with the potential to be affected by the project: NRHP, California Register of Historical Resources, Built Environment Resources Directory, Archaeological Determinations of Eligibility, and California Historical Landmarks lists.

Sacred Lands File Request and Native American Outreach

Under this task, Rincon will contact the California Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search and a list of Native American contacts. The SLF search will indicate whether cultural resources of interest to Native Americans are present within the vicinity of the APE. The NAHC will provide a list of Native American contacts culturally affiliated with the APE's vicinity. The timeline associated with NAHC SLF search requests is out of Rincon's control; these requests are typically completed within four to six weeks. This task does not constitute Native American consultation under Section 106. Formal Section 106 consultation will be conducted by USEPA. Rincon assumes Cambria CSD and USEPA will not require Section 106 outreach to be conducted by Rincon unless a change order is authorized.

Cultural Resource Survey

Upon completion of the records search, Rincon will conduct a cultural resources survey of the APE, which is anticipated to be primarily comprised of paved or otherwise developed surfaces. The purpose of the survey will be to characterize the APE's current condition and examine any unpaved visible ground surfaces within the APE to assess the presence of archaeological resources. For the purposes of this scope and cost, Rincon assumes the survey will be negative for cultural resources. Should



cultural resources be identified during the survey, work associated with their documentation and assessment may be completed under a separate scope and cost.

Cultural Resources Assessment Report

Upon completion of the tasks outlined above, Rincon will prepare a letter report summarizing the methods and results of the records searches, outreach, and pedestrian survey. Rincon assumes USEPA will accept a letter report format technical document for a negative study. The letter report will also include a review of historical maps and aerial photographs, as well as geologic and soils maps to provide an assessment of the APE's subsurface archaeological sensitivity. Rincon will conduct a limited quantitative assessment of whether the project's vibration-generating construction activities would potentially impact the adjacent historic-age buildings or structures using standard vibration screening distances. The letter report will be prepared in compliance with CEQA and Section 106 of the NHPA and will identify whether a CATEX is the appropriate NEPA pathway from a cultural resources perspective based on the project's potential to cause an adverse effect to historic properties.

For the purposes of this proposal, Rincon assumes USEPA will not object to a joint Section 106/CEQA letter report. A separate scope and cost will be submitted should USEPA object to CEQA references in the letter report. Rincon will provide a draft copy of the letter report to MKN for review and comment. Rincon will then provide a draft copy of the letter report to Cambria CSD for review and comment. Rincon assumes one round of consolidated comments from MKN and one round from Cambria CSD will be addressed (two rounds of revisions in total) before finalizing the report.

State Historic Preservation Officer Concurrence Letter

Based on the findings of the Section 106 Cultural Resources Assessment prepared, Rincon will draft a consultation letter on behalf of Cambria CSD for submittal to the California SHPO, using the template format provided by USEPA.

Assumptions:

- MKN will provide project GIS data in the form of GIS files for the development of the APE map.
- The APE's horizontal extent will include the parcels in which the water tanks are located as well as any adjacent staging areas. The two adjacent historic-age buildings will not be subject to effects/impacts and, therefore, will not be incorporated into the APE.
- The APE's vertical extent will include the maximum height of the water tanks as well as the maximum depth of excavation.
- Cambria CSD will provide full right-of-entry to all portions of the project site in written format at Notice to Proceed. Rincon will have safe access, and no access issues will be encountered during fieldwork. Rincon is not responsible for delays due to weather, site conditions (e.g., prohibited access, flooding, fire, safety), or other conditions outside of Rincon's control.
- The direct cost for the CHRIS records search will not exceed \$800. The timeline associated with CHRIS records search requests is out of Rincon's control; these requests are typically completed within two to four weeks.
- The NAHC will provide the SLF search results and tribal contact list within four to six weeks of Rincon's request.
- The Native American and local interested party outreach included in this scope is meant for information gathering purposes and does not constitute formal government-to-government consultation pursuant to Section 106 of the NHPA.
- USEPA will officially contact and follow up with all applicable Native American Tribes for formal Section 106 consultation.



- The project would not introduce new visual elements, and no indirect visual effects/impacts are anticipated.
- No groundborne vibration effects/impacts to the two adjacent historic-age structures are anticipated. However, should vibration-generating construction equipment (e.g., vibratory rollers) be used within the standard vibration screening distances of the historic-age buildings, work associated with more detailed quantitative analysis and development of site-specific mitigation may be conducted under a separate scope and cost
- The current scope assumes no adjacent built environment resources will require documentation or evaluation. Should built environment resources require documentation and evaluation, the work may be conducted under a separate scope and cost.
- The pedestrian survey will be conducted by one cultural resources specialist in the span of a 6-hour day including travel time.
- No archaeological testing or evaluation will be conducted, and no archaeological artifacts, samples, or specimens will be collected.
- No cultural resources will be identified as a result of the archival research or survey. Should resources be identified, work associated with their documentation and assessment may be conducted under a separate scope and cost.
- Rincon assumes a letter report is an appropriate format to present the methods and results of the cultural resources study. Should it be determined that a full technical report would be a more appropriate format, work associated with the report's preparation may be conducted under a separate scope and cost.
- One round of consolidated comments from MKN and one round from Cambria CSD will be addressed (two rounds of revisions in total) before finalizing the cultural resources letter report.
- Subsequent to submittal of the consultation letter, consultation with SHPO will be handled by Cambria CSD and USEPA with no assistance from Rincon.
- Rincon will address one round of consolidated comments on the SHPO Concurrence Letter from Cambria CSD to be provided in electronic, editable format. We assume revisions based on comments will be minor and will not require substantive changes.
- All deliverables will be provided in electronic format (PDF and/or Word).

Task 3.3 NEPA Categorical Exclusion (CATEX) Checklist

Based on direction provided by Cambria CSD and a review of USEPA's implementing regulations (40 Code of Federal Regulations 6.100-6.406), Rincon anticipates the appropriate level of NEPA documentation will be a CATEX because the project consists of functional replacement with no expansion of capacity for an existing drinking water supply system and will not provide capacity to serve a population 30 percent greater than the existing population or future development. In support of this effort, Rincon will prepare the USEPA's CATEX Checklist for the project and include supporting statements to discuss whether any of the "extraordinary circumstances" listed in 40 Code of Federal Regulations 6.204(b) are applicable to the project.

Assumptions:

- USEPA will determine a CATEX is the appropriate level of NEPA documentation for the proposed project and will not require preparation of an Environmental Assessment or Environmental Impact Statement.
- The CATEX Checklist will be prepared using the 2011 IS-MND, the IS-MND Addendum prepared under Task 2, the results of the Biological Resources and Cultural Resources Memoranda



prepared under Tasks 3.1 and 3.2, and a desktop review of other readily available online resources and documents. No additional fieldwork will be conducted in support of the CATEX Checklist.

- Rincon will address one round of consolidated comments from Cambria CSD to be provided in electronic, editable format. We assume revisions based on comments will be minor and will not require substantive changes.
- The CATEX Checklist will be submitted in electronic format; no hard copies will be provided.

Task 4 Coastal Development Permit

The proposed project is located in the Coastal Zone but outside the retained permit jurisdiction of the CCC. The project is not within the appeal zone or the CCC's original jurisdiction. As a result, the County of San Luis Obispo (County) will have Coastal Development Permit (CDP) authority over the project. Based on our current understanding of the proposed project, it appears the project may qualify for a CDP exemption under the County's regulations for "repair and maintenance" activities, applicable to existing public infrastructure projects, provided certain criteria are met. In order to determine whether the project, in fact, qualifies for such an exemption, Rincon recommends engaging in the County's Pre-Application process. In addition to determining the proper permitting pathway, the Pre-Application will also provide important feedback on application submittal requirements and identify potential ordinance and/or policy concerns if a regular CDP is required.

Task 4.1 Preparation of a Pre-Application Package for CDP Exemption

Rincon will prepare a pre-application package, which will include a summary of the scope of the proposed project and conceptual drawings, and a request for feedback from County staff on whether the project qualifies for a CDP Exemption. The Pre-Application will also seek staff's input on the project's overall consistency with the County's adopted Coastal Plan and ordinance provisions. Additionally, we will request guidance on submittal requirements and processing timelines for the proposed project if it is determined that a regular CDP is required. The specific tasks associated with the Pre-Application process will include:

- **Kick-Off Meeting.** Rincon's Project Manager and one staff member will attend one, 1-hour virtual meeting with MKN and Cambria CSD to discuss the scope and content of Pre-Application-related process.
- **Compile Application Information.** Rincon will prepare the necessary Pre-Application package consistent with the submittal requirements of the San Luis Obispo County. The application will include project description information and conceptual drawings, a summary of the project's consistency with key provisions of the applicable zoning/General Plan designations, and include specific questions, developed in coordination with Cambria CSD, on the applicability of a CDP Exemption and the feasibility of the project should a regular CDP instead be required. Rincon will submit a draft of the application materials to Cambria CSD for review and approval.
- **Pre-Application Meeting Attendance.** Rincon's Project Manager and one staff member will attend a one, 2-hour, virtual meeting with County staff to discuss feedback on the project and the related permit process.
- **Post-Meeting Follow-up.** Rincon's Project Manager and one staff member will attend a one, 1-hour virtual meeting with Cambria CSD to discuss the County's responses to the Pre-Application and project feasibility.
- **CDP Exemption Application.** Rincon will prepare and submit the necessary CDP Exemption application materials, coordinate with County staff on any questions, and respond to requests for additional information. It is assumed the turnaround time to receive the exemption will be approximately 30 days from the date of submittal.



Optional Task 4.2 As-Needed Coastal Development Permitting Assistance

If the County determines a CDP exemption is not appropriate, Rincon will provide permitting assistance related to the acquisition of a regular CDP for the proposed project. The tasks associated with permitting assistance will include the following:

- **Kick-Off Meeting with Cambria CSD Staff.** Rincon's CDP lead staff member and Project Manager will attend one, 1-hour virtual meeting with Cambria CSD staff to discuss CDP application-related items and processes, including construction schedule, construction staging requirements, and public outreach protocol.
- **Obtain and Review Background Information.** Rincon will review the relevant sections of the San Luis Obispo County Local Coastal Program (LCP) to identify relevant development standards and policy directives to identify any potential project inconsistencies. Relevant technical studies, previously issued permits (including County and Coastal Commission), engineering drawings, easement/title documents, and applicable maps will also be reviewed.
- **Compile Application Information.** Rincon will prepare the necessary permit application packages identified from the Pre-Application meeting. The application will include project description information and drawings, information on the project's consistency with the County's LCP, and other related application requirements such as maps/exhibits, mailing list, and the required supporting environmental analysis/mitigation measures. Rincon will submit the applications to Cambria CSD electronically for review and respond to one round of consolidated comments on the application documents.
- **Submit Application and Follow-Up.** Upon review and authorization from Cambria CSD, Rincon will electronically submit the application materials to the County and follow up weekly with staff. Regular check-ins and application tracking will allow any outstanding questions or incompleteness items to be addressed quickly and allow for timely approval of applications. Follow-up activities will include telephone, email, or written correspondence, or meetings with County staff as necessary.
- **Public Hearing Attendance.** As determined necessary, Rincon will attend up to two, two-hour public hearings to answer questions related to the project and related permit process. Rincon will also prepare and deliver presentation materials that summarize the project and the permitting process. For the purposes of this proposal, it is assumed the meetings will be virtual.

Assumptions

- MKN and Cambria CSD will provide all necessary site plans, conceptual drawings, construction information, and other project description details sufficient to compile a thorough project summary.
- Any County fees associated with the Pre-Application will be paid by Cambria CSD.
- Cambria CSD will be responsible for printing and posting any notices required for the project's CDP application.
- Rincon will review and respond up to one (1) incompleteness letter by the County.
- Rincon's scope of work does not include preparation of any stamped/addressed envelopes for CDP noticing that may be required by the County.
- The County will not require preparation of a sea level rise study because the project would involve in-kind replacement.
- Rincon's scope of work does not include any items that are related to potential appeals to the project's CDP.
- Deliverables will be submitted electronically. No hard copies will be provided.



Cost

As shown in [Table 1](#) below, our proposed budget for the scope of work is **\$55,929.60** without Optional Task 4.2: Coastal Development Permitting Assistance included. With Optional Task 4.2: Coastal Development Permitting Assistance included, our proposed budget for the scope of work is **\$72,481.60**.

This cost estimate relies on the following assumptions.

Assumptions:

- This project assumes a schedule of 4 months from NTP and assumes commencement in late 2023 or early 2024. Project delays or extensions to the schedule outside of Rincon’s control and beyond this timeframe may require additional budget for project management activities and/or escalation of fees, to be negotiated as needed with the District.
- No changes to the project description will occur after it is provided to Rincon.

Table 1 Cost Summary

Task	Estimated Cost
Task 1 Project Management	\$5,820.00
Task 2 IS-MND Addendum	
Task 2.1 Air Quality and Greenhouse Gas Addendum Sections	\$3,672.00
Task 2.2 Energy Addendum Section	\$1,836.00
Task 2.3 Noise Addendum Section	\$3,090.00
Task 2.4 Other Addendum Sections	\$6,285.00
Task 3 NEPA Documentation	
Task 3.1 Biological Resources Memorandum	\$7,229.00
Task 3.2 Cultural Resources Memorandum	\$15,112.60
Task 3.3 NEPA Categorical Exclusion (CATEX) Checklist	\$6,330.00
Task 4 Coastal Development Permit	
Task 4.1 Preparation of a Pre-Application Package for CDP Exemption	\$6,555.00
Total (without Optional Tasks)	\$55,929.60
Optional Task 4.2 As-Needed Coastal Development Permitting Assistance¹	\$16,552.00
Total (with Optional Task)	\$72,481.60

~~¹This optional task will only be needed if the County determines a GDP Exemption is not appropriate, and a GDP is required for the project.~~

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Amanda Antonelli at 805-947-4864 or aantonelli@rinconconsultants.com or Jennifer Haddow at 805-644-4455 or jhaddow@rinconconsultants.com

Sincerely,
Rincon Consultants, Inc.

Amanda Antonelli



Exhibit A

MKN & Associates

Cambria Community Services District Stuart Street Water Tanks Project

Amanda Antonelli, MESM
Senior Environmental Planner/Project Manager

Jennifer Haddow, PhD
Principal Environmental Scientist



Michael B Stanton, PLS 5702
3559 S. Higuera Street
San Luis Obispo, CA 93401

Mike@mbslandsurveys.com
Phone: 805.594.1960
Fax: 805.594.1966

September 27, 2023

Jon Hanlon, PE
MKN Associates Inc
354 Pacific Street
San Luis Obispo, CA 93401
(805) 440-4380
jhanlon@mknassociates.us

RE: Proposal for Surveying Services – Stuart Street Tank Site, Cambria
APN: 024-142-043 (CAM PINES M U4 BL 93 LTS 4 THRU 6 & 44 THRU 48)

Dear Jon:

Per your request, we are providing you with this proposal for surveying services for your project at Stuart Street Tank Site in Cambria. It is our understanding that you need a topographic map for engineering design. Since this project is paid for with public funds, we assume prevailing wages will need to be paid for all field work. We can perform the following services:

A. Topographic Survey

This work will include a field survey of the area shown in pink on the site plan attached lot sufficient to produce a one-foot contour map, with planimetric features including; footprint of existing structures, surface evidence of utilities, trees (over 6" dia.) with approximate canopies, fencing, edge of pavement, and other items which are visible and present at the time of the survey. The map will be drawn at 1"=10' scale on a 24" by 36" sheet. The vertical datum will be based on an official city bench mark if available near the site. The boundary will be based on the 1991 survey by NCE (65 RS 77)

Fixed Fee: \$3,400

Site Plan:



Stuart Street Tank Site
September 27, 2023
Page 2

Terms and Conditions:

This proposal hereby incorporates MBS Land Surveys "General Provisions, Terms and Conditions" attached hereto and made a part hereof. If you would like us to proceed, sign below and return a copy to us via scan, fax or mail.

Sincerely,

Authorized to proceed:



Michael B. Stanton, PLS 5702

_____ MKN Associates Inc

_____ Date

Q:\PROPOSALS\PROPOSALS SENT\P1183 Stuart Street Tanks Cambria\Stuart Street Tank Site, Cambria.docx



October 3, 2023

Jon Hanlon
MKN Associates
354 Pacific Street
San Luis Obispo, CA 93401

PROJECT: STUART STREET TANK REPLACEMENT
1975 STUART STREET
CAMBRIA, CALIFORNIA

SUBJECT: Proposal to Provide a Geotechnical Engineering Report

REF.: 1) Email Request for Proposal (RFP) from Jon Hanlon
2) A geotechnical report titled, "Proposed Stuart Street Tank Replacement, Cambria, California," by Earth Systems Consultants Northern California, Pacific Geoscience Division, dated November 20, 1991.

Dear Mr. Hanlon:

As requested, this proposal has been prepared to provide a geotechnical engineering report for the proposed tank replacement project at 1975 Stuart Street in Cambria, California. Based on correspondence with you, we understand the district will be replacing the existing two bolted steel tanks with two new bolted steel tanks of the same size. The geotechnical engineering report will be based upon the referenced report by Earth Systems Consultants Northern California (Reference 2).

We assume the tanks will be constructed with shallow conventional foundation elements with loading conditions similar to those provided for the original geotechnical investigation. Preliminary grading elevations were not available; however, we assume finish grades will be approximately those of existing site grades. Minor grading cuts and fills on the order of about 1 to 2 feet are anticipated.

SCOPE OF SERVICES

Geotechnical Engineering Investigation

We will perform a site reconnaissance to observe and document current site conditions. Additionally, we will review information available in the original geotechnical report (Reference 2). Previous field and laboratory data will be reviewed and evaluated with respect to development of geotechnical criteria for this project. The following items will be addressed in the geotechnical engineering report:

- Soil, bedrock, and groundwater conditions encountered
- Site preparation



- Grading criteria
- Foundation recommendations
- Maximum allowable bearing capacities
- 2022 California Building Code (CBC) seismic criteria
- Liquefaction potential
- Estimated total and differential settlement
- Drainage around improvements
- Observation and testing

Information gathered will be compiled into a geotechnical engineering report intended to fulfill the requirements of applicable portions of Sections 1803.1 through 1803.6, J104.3, and J104.4 of the 2022 CBC, as they apply to this project, and common geotechnical engineering practice in this area under similar conditions at this time. It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project as described herein and the preparation of plans and specifications. One digital copy (.pdf format) of the final report will be provided to the client. Additional electronic copies of the report will be forwarded to others as directed.

We have assumed that the client as well as the architect/engineer, do not have specific requirements for additional soil sampling and laboratory testing, or report content for the geotechnical engineering report. In the event there are specific requirements, this proposal and associated fees may require revision.

The final report will not address issues in the domain of the contractor such as, but not limited to, site safety, subsidence of the site due to compaction, loss of volume due to stripping of the site, shrinkage of soils during compaction, excavatability, shoring, temporary slope angles, construction means and methods, etc. Testing or evaluation of the soil for radioisotopes, lead, or mold potential, asbestos (naturally occurring or man-made), hydrocarbons, toxic substances, or other chemical properties are all beyond the scope of the proposed investigation. Ancillary structures such as temporary access roads, fences, signage, light poles, and nonstructural fills are also not within our proposed work scope and will not be addressed. A full geologic hazards report is not included in the scope of work contained in this proposal. However, if it is determined to be needed, we are happy to provide a proposal for the additional scope.

FEES

Based upon the scope of services outlined above, we propose to provide our services on a fixed fee basis. Fees to be charged will be as follows, per task:

Geotechnical Engineering Report \$2,650.00

**CONDITIONS**

The fees and work scopes contained in this proposal will remain in effect for 90 days from the date of issue. Please note that the above quotations are fixed fees that do not include charges for meetings, plan reviews, additional infiltration tests, consultation beyond the completion of the report, report revisions to address changes in design, construction observation or testing, or other such services. While any of these (or other) services may be necessary on this project, construction observation and testing services are required by the CBC and will be required by the permitting jurisdiction; a geotechnical plan review is also likely to be required by the jurisdiction. At this time, these fees cannot be reasonably estimated; however, estimates for such fees can be prepared as the project reaches appropriate stages. Fees for these and other additional services available through our firm will be charged at the fee schedule rates in effect at the time of the request for services. Based upon our current workload, we anticipate that the lead engineer for the project will be the undersigned.

Analyses of the soil for chemical properties including hydrocarbons, corrosivity, radioisotopes, etc.; estimates of material shrinkage; construction issues within the domain of the contractor, and any other services not specifically noted in the preceding paragraphs are beyond the scope of the proposed investigation. Assessments of the site for asbestos (either naturally occurring or in man-made products), radioisotopes, lead or mold potential are beyond the scope of the proposed services. Design of infiltration systems is also beyond the proposed scope of services.

If the client finds the proposed scope of work, terms, and fees satisfactory, the return of the attached work order, indicating the legal entity that will be our client and signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

We thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Earth Systems Pacific

Robert Down, PE
Principal Engineer

Jennifer Campbell, PE
Project Engineer

Attachments: Work Order
Terms
Accounts Payable Information Request

Doc. No.: SLO-2310-010.PRP/cr



WORK ORDER

EARTH SYSTEMS PACIFIC (“CONSULTANT”) AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: October 3, 2023 **Doc. No.:** SLO-2310-010.PRP

Name of Project: STUART STREET TANK REPLACEMENT

Order Received by: Robert W. Down

Client Name: MKN Associates; Attn.: Jon Hanlon

Client Address: 354 Pacific Street, San Luis Obispo, CA 93401

Location of Project: 1975 Stuart Street, Cambria California

Scope of Services: Per Proposal dated October 3, 2023

Fees to be Charged: Per Proposal dated October 3, 2023*

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific

Robert W. Down, PE 70206
Senior Vice President

10/3/2023

Date

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

*The fees quoted are predicated upon our understanding that none of our services are subject to California or Federal Prevailing Wage Law. In the event that it is determined or alleged that Prevailing Wage Law applies to any aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

January 2023 Fee Schedule

TERMS FOR SERVICES
Exhibit A

- 1. INVESTIGATION, MONITORING & INSPECTION.** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.
- 2. SITE ACCESS & UTILITIES.** Client has sole responsibility for securing site access and locating utilities.
- 3. BILLING AND PAYMENT.** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.
- 4. OWNERSHIP OF DOCUMENTS.** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.
- 5. TERMINATION.** This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.
- 6. RISK ALLOCATION.** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.
- 7. HAZARDOUS MATERIALS.** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.
- 8. CALIFORNIA PREVAILING WAGE LAW.** Client represents and warrants that the Project is not a public works project which is subject to the California Prevailing Wage ("Code"). Client acknowledges that Consultant is relying on this representation and warranty in good faith and has negotiated the terms of this contract based on such reliance. In the event that it is determined by any federal, state or local agency, or any appropriate judicial or administrative body, that any of the services performed by Consultant on the Project are subject to the provisions of the Code and that Consultant is required to pay a specified prevailing wage rate for all or any portion of such services, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, actions, demands, deficiencies, levies, assessments, judgments, penalties, interest, expenses and recoveries arising from or related to Consultant's noncompliance with the Code based on Consultant's reliance on Client's aforesaid representation and warranty. This indemnity shall include, but shall not be limited to, Client's obligation to pay any additional compensation necessary to adjust Consultant's employees' wages to conform with the Code, including for past services on this Project, costs to comply with the apprenticeship requirements, certified payrolls and other administrative costs to comply with the Code. No refunds will be provided to the Client in the event of any subsequent determination that Consultant's services or the project is not subject to the Code.
- 9. THIRD PARTIES AND ASSIGNMENT.** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.
- 10. GOVERNING LAW, SURVIVAL AND FORUM SELECTION.** The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



Accounts Payable Information Request

Thank you for this opportunity to be of service on your project. Please complete and return this form to allow us to prepare Earth Systems' invoices in accordance with your organization's billing requirements in a timely manner. Thank you!

Earth Systems Pacific Project Name and No.	STUART STREET TANK REPLACEMENT
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CLIENT'S BILLING REQUIREMENTS:

CLIENT	
CLIENT'S PROJECT NAME	
CLIENT'S PROJECT NO.	
PURCHASE ORDER NO. (if applicable)	
ADDITIONAL INFORMATION REQUIRED ON INVOICES	
SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)	
ACCOUNTS PAYABLE CONTACT INFORMATION	Name: E-mail: Phone No.:
INVOICE DELIVERY METHOD	E-mail: Mailing Address:
FORM COMPLETED BY AND DATE	

Doc. No.: SLO-2310-010.PRP/cr



Project No.: S23273

October 5, 2023

Jon Hanlon, P.E.
 via: jhanlon@mkassociates.us
 Michael K. Nunley & Associates
 PO Box 1604
 Arroyo Grande, CA 93421

RE: Structural Engineering Services for:
Cambria CSD - Stuart Street Reservoir Replacement
 Cambria, CA

Dear Mr. Hanlon,

We thank you for considering SSG Structural Engineers, LLP as a member of your design team for the Cambria CSD - Reservoir Replacement project. As a structural engineering firm in the heart of the Central Coast, we have had the opportunity to collaborate on water and wastewater projects throughout the state. Our services include complete structural design with special attention to project specific details, client budget, and design team collaboration. We are also available during construction for construction administration and structural observation services with a focus on availability and communication.

Based on our conversations, we have prepared the following Structural Engineering Services proposal for your consideration.

EXHIBIT A

1. PROJECT SCOPE OF WORK

A. Project Description:

1. Replacement of two existing bolted steel water storage tanks
2. The tanks are on an existing ring wall foundation.

B. Items Provided by others:

- a. As-built drawings if available
- b. Construction services to expose section of foundation to verify size and depth
- c. Testing services from ESP for GPR rebar location to verify foundation capacities
- d. Geotechnical information and recommendations if applicable.

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Photo of Existing Bolted Tanks to be replaced - MKN

- C. Project Deliverables (Subject to terms and conditions of Exhibit B):
1. Participation in project kick-off meeting with design and construction consultants to be held in the general San Luis Obispo area.
 2. Structural Coordination of Foundation Investigation.
 - a. Support MKN in coordination with the CSD to find all information available and discernible for existing foundations
 3. Structural Phase One - Review of Foundation & Limitations
 - a. Provide analysis of found information from foundation investigation to determine if foundation is salvagable/reusable/augmentable
 - b. Two options will be investigated:
 - i. How to limit new tanks to reuse existing foundation
 - ii. How to augment an additive solution to get desired outcome of new tanks
 4. Structural Phase Two - PS&E of chosen solution
 - a. Based on the outcome of Phase one design new tank foundation and anchorage solution.



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- b. Provide MKN with foundation plans, detailing and anchorage
 - c. Work with ESP on new solutions based on their revised Geotechnical Investigation
5. Preparation of Structural Calculations shall be based on:
 - a. 2022 California Building Code
 - b. ASCE 7-16 - Minimum Design Loads for Buildings and Other Structures
 - c. AWWA D103 - Bolted Carbon Steel Tanks
6. Preparation of Structural Drawings to include the following:
 - a. Foundation plans
 - b. Structural Detail Sheets
 - c. Structural Notes/Sheet Specifications
 - d. Structural Specification Sections (CSI Format)
7. Respond to Structural Plan Review by the Authority Having Jurisdiction.
8. Construction Administration Support:
 - a. Review of Contractor Submittals and Shop Drawings as they pertain to the approved Structural Construction Documents.
 - b. Response to Contractor Requests for Information (RFI's) as they pertain to the approved Structural Construction Documents.



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2. COMPENSATION:

Item	Compensation
Structural Foundation Investigation	\$2,500
Structural Phase One - Foundation Test Fit	\$5,250
Structural Phase Two - Construction Documents	\$6,000
Construction Administration	HNTE \$5,000

All fees for services performed will be billed in accordance with the Prime Agreement.



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3. **EXCLUSIONS:** The following services are specifically excluded from the scope of services provided under the conditions of this proposal.
- A. Services outside the generally accepted scope for the practice of Structural Engineering.
 - B. Structural Observation
 - C. Soils and/or Geotechnical Engineering or testing.
 - D. Detailed review of engineering design work completed by others.
 - E. Preparation of demolition drawings, site surveys or building services surveys
 - F. Material testing or Special Inspection Services
 - G. Design revisions, partial or complete outside the scope of Design Development.
 - H. Preparation of Record Drawings from the contractors 'As-Built' drawings.
 - I. The review and approval of substitute or alternate materials.
 - J. Site, grading or civil related design.
 - K. Utilities or the support and housing of utilities located more than five (5) feet outside the building footprint.
 - L. Site and landscape furnishings and relocation of site utilities, including those running within five (5) feet of the building footprint.
 - M. Site shoring or shoring design for any means and methods of the contractor during excavations.
 - N. Construction cost or scheduling estimating.
 - O. Special construction consulting and inspection services.
 - P. Payment of Municipal, Agency or permit fees.
 - Q. Safety supervision.
 - R. Preparation/Production of Shop Drawings.
 - S. Specialty Foundation Solutions not noted in the geotechnical engineering report if received after structural completion of 50% Schematic Design (i.e. deep foundation or mat/raft foundations).
 - T. Corrosion engineering.
 - U. Cal-Green, LEED® or other sustainable Consulting outside of that related to the scope of Structural Engineering.

Some of these services can be provided on a time and material basis, should they become necessary during the course of the project.



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EXHIBIT B**1. EXTRA WORK**

Any additional work that may be required, and not specified in the Work Description portion of "EXHIBIT A", will be considered as Extra Work. All revisions of completed work required by the client or changes in governmental policies, codes, ordinances or requirements will also be considered as Extra Work. All Extra Work will be charged on a time and material basis.

2. ADDITIONAL SERVICES

Additional work requiring the services of outside consultants or other direct expenses (i.e., mileage, shipping, printing, etc.,) shall be reimbursed at the rate of 1.10 times the direct cost.

3. ABANDONMENT OR TERMINATION OF PROJECT

If this project is abandoned or terminated, and written or verbal notice is given, payment will be due for all services performed up to the date of notice, including all Extra Work and Reimbursable Expenses.



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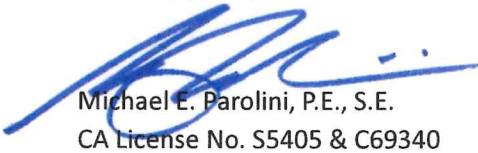
October 5, 2023

This agreement shall be considered valid until November 29, 2023. At that time, this office reserves the right to modify it in both scope and fee.

Please acknowledge your receipt of this proposal by signing the Acknowledgement of Receipt below which is not a Notice to Proceed. The proposal and its associated scope of work is anticipated to be incorporated into the sub-consultant agreement from your office upon award of project.

We thank you again for the invitation to propose on the Cambria CSD - Reservoir Replacement project and welcome the opportunity to collaborate with your design team. If you have any questions, please feel free to contact our office.

Sincerely yours,



Michael E. Parolini, P.E., S.E.
CA License No. S5405 & C69340

attached: Employee Hourly Rate Sheet

This proposal/agreement are instruments of service and are the property of SSG Structural Engineers, LLP. All drawings, information, specifications, ideas, designs and arrangements represented within proposal (as well as, attached exhibits, addenda, etc.) shall remain the property of the Engineer. No part thereof shall be copied, disclosed to other or used in connection with any work or project other than the specific project for which they have been prepared and developed, without the expressed written consent of the Engineer.

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ACKNOWLEDGEMENT OF RECEIPT

Please sign below to indicate receipt of this proposal and provide full contact information,
This is not Authorization to Proceed

Cambria CSD - Reservoir Replacement

Received by:

Title:

Printed Name:

Date:

Billing Party Name:

Billing Address (including city, state, and zip):

Billing Email:

Billing Party Phone:

Please note that SSG invoices and statements are sent by email. Invoices will come directly to you from our billing platform while statements are sent manually by our Account Coordinator.

Please add the following addresses to your Safe Senders list:

- CoreNotifications@bqe.com
- accounts@ssgse.com
- jeff.lafranchi@ssgse.com

If you have any questions, please contact us at accounts@ssgse.com.



structural engineers

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EMPLOYEE HOURLY RATE SHEET

Effective January 1, 2023

Position	Rate
Principal Structural Engineer	\$220 / hr
Principal Engineer	\$210 / hr
Senior Structural Engineer	\$165 / hr
Structural Engineer	\$150 / hr
Senior Project Engineer	\$140 / hr
Project Engineer	\$130 / hr
Staff Engineer	\$120 / hr
Production (CAD) Operator	\$95 / hr
Production (CAD) Technician	\$80 / hr
Administrative Professional	\$60 / hr

Reimbursable Expenses shall be billed at a rate of 1.1 times direct cost
(Mileage, Travel, Printing, Shipping, Etc.)

CAMBRIA COMMUNITY SERVICES DISTRICT

TO: Board of Directors

AGENDA NO. **5.E**

FROM: Matthew McElhenie, General Manager

Meeting Date: January 11, 2024

Subject: Discussion and Consideration of Status of Ad Hoc Committees

FISCAL IMPACT:

There is no fiscal impact associated with this item.

DISCUSSION:

Attached is a table of CCSD Board ad hoc committees that were active at the beginning of 2023 and/or were formed during that year. It is recommended that the Board of Directors review the ad hoc committee assignments and work status and provide direction. The “Recommended Status” column includes three options for a given committee. One is for it to remain active to complete its task; another is for it to be considered disbanded because its task is completed; and a third option, in the case of the Skate Park Ad Hoc Committee, is to clarify the committee’s task and then reassign it to the PROS Committee.

It is recommended that four (4) ad hoc committees remain active at this time – CDP/WRF, Emergency Wildfire Evacuation, Review of Strategic Plan Workshop Process and Update of CIP List. The other committees, except for the Skate Park Ad Hoc Committee, have completed their work as noted.

Lastly, the ad hoc committee for Solid Waste Rate Alleviation has completed its work of developing a program with Mission Country Disposal; however, President Gray has requested a report to the Board on the implementation of that program before the committee is officially disbanded.

It is recommended that the Board of Directors review the ad hoc committee assignments and work status, and provide direction, as necessary.

ATTACHMENTS:

1. [Ad Hoc Committee Statuses](#)

Ad Hoc Committee Statuses

1. Committees formed before 2023:

Name	Members	Task	When Formed	Recommended Status
CDP/WRF	Dean & Steidel; Dean & Gray	Work with Staff to complete Coastal Development Permit application for WRF	12/10/2020	Active
Forest Management Alternatives	Farmer & Gray	Investigate strategies to fund and execute forest management plans	March 2021	Disbanded – Final report on 3-10-22
Emergency Wildfire Evacuation	Dean & Gray	Work to establish evacuation route(s) & procedures for wildfire emergencies	October 2021	Active
Skate Park	Dean & Farmer	<i>Task undefined</i>	8/31/2022	Assign to PROS Committee after task clearly defined
Veterans' Memorial Hall	Farmer & Gray	Investigate strategies to fund maintenance and improvements at Vets Hall	August 2022	Disbanded – Final Report on 10-19-23
Solid Waste Rate Alleviation	Dean & Gray	Develop program with Mission Country Disposal to reduce rates for qualified customers	September 2022	Disbanded, pending confirmation of rate plan implementation

2. Committees formed in 2023:

Name	Members	Task	When Formed	Recommended Status
COP Reporting Requirements	Dean & Gray	Establish format and schedule for reporting on status of wastewater projects funded by October 2022 COP issue.	January 2023	Disbanded – reporting system adopted
Board & Standing Committee Bylaws Update	Gray & Thomas	Recommend updates of Board and Standing Committee Bylaws	January 2023	Disbanded– Bylaw updates adopted
General Manager Evaluation Process	Dean & Gray;	Develop updated process for evaluating the General Manager	March 2023	Disbanded – updated evaluation process adopted
Historical Page for Strategic Plan	Scott & Thomas	Develop updated format for reports to Board on progress related to	March 2023	Disbanded – updated historical page format adopted

		Strategic Plan goals and objectives		
Review of Strategic Plan Workshop Process, Options for Facilitator	Dean & Thomas	Review Strategic Plan process and select facilitator in preparation for February 2024 Plan update	July 2023	Active
Update of Capital Improvement Project (CIP) List	Dean & Gray	Work with Finance and R&I Standing Committees to update CIP list	7/20/2023	Active
Update of General Manager Evaluation Form	Scott & Thomas	Prepare new evaluation form for General Manager	September 2023	Disbanded – new GM evaluation form adopted

To: CCSD Board of Directors

From: Debra Scott, Chair, Policy Committee

Re: Regular Meeting, Thursday, December 28, 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 members. Committee member, Claudia Harmon-Worthen was not present at the onset of the meeting, but came into the meeting at 3:30 pm. Staff present was Haley Dodson, Confidential Administrative Assistant and Matthew McElhenie, General Manager.

There was one public member attending who was a guest of Secretary Howell. No additional public members were present either in person or via Zoom.

CHAIRMAN’S REPORT: Chairperson Scott gave a short report, addressing some of the recent issues the Board has been addressing and again recommended that the committee members keep abreast of issues being addressed by the Board by reading General Manager McElhenie’s bimonthly letters to the public. She invited GM McElhenie to give any additional information related to District business.

PUBLIC COMMENT: There was no comment from the public. GM McElhenie reported that the Consultants have completed the revised WRF project description which is now going through review by General Counsel and executive/management staff.

CONSENT AGENDA: The November 30, 2023 Regular Meeting Minutes were approved as written.

REGULAR BUSINESS:

4.A Discussion and Consideration of Policy 1040.2 Response to Correspondence to the Board

This policy was considered by the Board in December. Directors gave several recommendations for edits to the policy as written. Chairperson Scott made those edits to the policy which were indicated in blue on the draft policy reviewed by the committee. The committee members reviewed the suggested changes and the consensus was that the recommended changes were positive. The committee further edited the policy with the following suggestions:

1. Under 1040.2.3.1, Change the word “support” to “acknowledge and respect” final decisions made by the Board, as a whole, ...
2. Under 1040.2.4.1, Change the first sentence of this section to read, “If the subject matter related to questions or complaints ~~about operational matters~~ related to the operations of the District, the Director will acknowledge receipt of the correspondence ...” (This wording was suggested by GM McElhenie.)

The suggested changes were approved by all of the committee members and will be forwarded to the Board for consideration.

4.B. Review Finalized CCSD Operating Principles

The committee was provided a copy of the Operating Principles with edits that were suggested by the Board during its December Board meeting in a redline version. The committee members agreed with the changes and voiced support of the final version of the CCSD Operating Principles for the Board of Directors, Standing Committee members, and Staff.

4.C. Updates on Policies under Review by Other Entities

Chairperson Scott reviewed the following policies that are in the process of review and edit by other entities, such as MRG, other Standing Committees, Legal Counsel, and Executive/management Staff:

1. Legal Counsel and Auditor Policy

2. Purchasing Policy
3. Whistleblowing Policy
4. Legislative Advocacy Policy
5. Role of the General Manager Policy
6. Climate Change Policy
7. Social Media Policy

The content of these policies was not discussed during this meeting and, depending on review by other entities, will be discussed on a future agenda. The Legal Counsel and Auditor Policy has been reviewed by the District's General Counsel who has forwarded suggested changes to the committee. This policy will be on the Committee's January agenda. The Purchasing Policy is currently under review by executive staff. The Whistleblowing policy is a CSDA policy. MRG is reviewing all personnel policies (including Whistleblowing). Once these policies are updated by MRG, the Policy Committee will be provided a copy of the updated policies for review and comment. The committee has recommended that "volunteers" be added to those covered under the Whistleblowing Policy. The Legislative Advocacy Policy will be on a future Policy Committee agenda. General Counsel Carmel provided a copy of the Los Osos policy on The Role of the General Manager which was provided to GM McElhenie for review and suggestions. Upon his review, this policy will be on a future Policy Committee agenda. The Climate Change Policy is being reviewed by the I&R Committee at this time and will be forwarded to the Policy Committee on a future agenda. Member Harmon requested that our committee be updated on the progress of the I&R Committee's work on this policy. The Social Media Policy is under review with all other personnel policies by MRG. This process will include further review by Legal Counsel and Executive Staff before being reviewed by the Policy Committee and/or the Board.

5. FUTURE AGENDA ITEMS

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

1. Follow up on the Purchasing Policy
2. Legislative Advocacy Policy
3. Legal Counsel and Auditor Policy
4. Role of the General Manger Policy
5. Update on the Climate Change Policy

The Policy Committee Meeting was adjourned at 4:09 p.m.

PROS Committee Meeting Report for the January 11, 2023 CCSD Board Meeting

The Parks, Recreation and Open Space Committee held a regular meeting Tuesday December 5, 2023, in person at the Vets' Hall and via Zoom. The meeting was called to order at 10:00 AM.

A quorum was established: with Chairman Michael Thomas, and all Committee members present: Jim Bahringer, Kermit Johansson, Steve Kniffen, Shannon Sutherland and Jeff Wilson.

Staff attending: General Manager Matt McElhenie, Confidential Administrative Assistant Haley Dodson, and Facilities & Resources Manager David Aguirre.

Public attending: Director Harry Farmer, Shelley Becker and Tony Church attending in person, and Kitty Connolly, Juli Amodei, Keith Seydel and Laura Schwartz attending on zoom.

Chair Report: Chair Thomas requested Committee Members and Staff to sit around the table, and requested that members of the community sit on the chairs around the perimeter.

Ad Hoc Committee Reports:

- The committee reviewed the new **PROS Ad Hoc Committees status table**.
- **Community Park Signage Committee:** Shannon Sutherland reported that she and F&R Manager Aguirre met, included Juli Amodei and Kitty Connolly. They plan to bring 3 font style choices back to the full committee at the January meeting.
- Chair Thomas reported that the **East Ranch Community Park Plan Committee** has met once, and discussed the committee charter.

Committee Member Communications:

Committee Member Bahringer suggested we attend the County Planning meetings to see how we might be able to use some of the High School or Middle School resources.

Committee Member Johansson reiterated his need for support on 3 pedestrian safety projects, the Burton Drive walkway, a walkway under the Hwy 1 bridge near the Santa Rosa Creek connecting East Ranch and West Ranch, and 4 walkways that cross Hwy 1.

Responding to questions regarding PROS Committee jurisdiction, Chair Thomas confirmed to that the PROS Committee scope includes both advising the Board regarding use of District owned property as well as interfacing with other organizations to meet the parks, recreation and open space needs of the community, working cooperatively with the County and other entities.

Public Comment,

Laura Swartz provided 3 comments: Agreement with Mr. Bahringer on joint use of playing fields, suggestion to coordinate with the CA Coastal Conservancy should any changes be anticipated to the existing Ranch Management Plan, and concern regarding the impact of weed abatement activities on deer habitat, trimming all the way down to the dirt.

Julie Amodei celebrated the successful award of a \$600,000 CA State Parks grant for the Skatepark.

Facilities & Resources Manager David Aguirre reported that his team has been checking on trees on the Ranch ahead of winter storms, addressing homeless encampments, and working with the Coastal Commission regarding Santa Rosa Creek tree/brush blockages and trail damage.

Reports from groups with roles and responsibilities related to PROS:

- **Friends of the Fiscalini Ranch Preserve**, Executive Director Kitty Connolly reported:
 - Replacing the wooden Harootunian Bench near the north end of the Ridge Trail with a stone bench.
 - Thanks to David Aguirre and the F&R team for providing piles of wood chips which the trail crew has been spreading to prepare for the winter rains.
 - The Sierra Club will be on the Ranch removing iceplant December 12.
 - Discussions regarding replacement of trailhead signs.
 - Planning to meet with GM McElhenie and Mr. Aguirre to discuss contracting and permitting for the linking boardwalk.
 - Songs for the Season was a great success.
- **Friends of the Dog Park**, Shelly Becker provided a sketch showing the proposed locations for 3 gazebos in the East Ranch Community Park.
- **Forest Committee**, Laura Swartz reported continuing to stay engaged finding healthy ways to manage our forests.
- **Kenneth Norris Rancho Marino Reserve**, Reserve Director Keith Seydel, listening in today, no report.

Consent Agenda: The minutes from the November 7, 2023 Regular Meeting were approved.

In Regular Business:

GM McElhenie discussed the **CCSD Grants Policy and processes**.

Chair Thomas led the Committee in setting and prioritizing **PROS Committee 2024 Goals**. These Goals will be reviewed and finalized at the 1/16/2024 PROS Committee meeting, hopefully presented to the Board at the 2/8/2024 meeting, and will form the basis for what the PROS Committee works on in the coming year.

The meeting was adjourned at 11:58 AM.

Respectfully submitted,
Michael Thomas, Director and PROS Committee Chair

Resources & Infrastructure Committee Report for January 11, 2024 CCSD Meeting

The Resources & Infrastructure Committee met on December 11, 2023, in person at the Veterans Hall and via Zoom. The meeting was called to order at 2:00PM. A quorum was established.

Committee members present were Chairperson Karen Dean, Vice Chair Steven Siebuhr, Secretary Derrick Williams, and Committee members Juli Amodei, Mark Meeks, and Jim Webb.

Staff present were Program Manager Tristan Reaper, Wastewater Department Superintendent Toni Artho, and Water Department Superintendent Cody Meeks. Confidential Administrative Assistant Haley Dodson and General Manager Matthew McElhenie were present via Zoom.

Chairperson Dean reported on some of the recent Board actions, notably that the election of officers was held on December 7, Vice President Tom Gray was elected as Board President, and Director Debra Scott is now the Board Vice President. Chairperson Dean's term as a Board Director will end December 6, 2024. Also reported was the approval of the Intent to Serve for the East Ranch restroom, as well as approval of the Amendment to the Master Park Plan and the deed restriction needed to proceed with the East Ranch Restroom.

Committee member Williams reported that the CIP Prioritization Ad Hoc Committee met November 27 with staff, they were gathering public input, and will be meeting again January 3, 2024. This Ad Hoc Committee consists of Committee Members Siebuhr, Meeks, and Williams.

Committee member Amodei gave an update regarding the \$600,000 State Grant for the Skatepark, and some of the steps remaining to confirm the grant award. This grant would provide the remainder of the funding needed for the Skatepark.

Wastewater Superintendent Toni Artho reported on the installation of a new gear drive on a clarifier and that some additional problems were found that would require more parts. He also reported on an SST project in progress to replace the current large blowers with smaller ones. The RWQCB is going to replace the District's specific Waste Discharge Permit with a general discharge permit in April. Mr Artho has been reviewing the differences between our current discharge permit and the general permit.

Water Superintendent Cody Meeks has been inventorying water meter lids for our new AMI meters to see how many can be refurbished rather than replaced with new lids. He also reported on a 35 foot water line replacement done by a contractor on private property on Manor Way, and a repeated water line leak on Wall St which was taken care of by District Staff.

Written public comment was received by Elizabeth Simonds and by Lum Bryant, however both written comments were regarding the proposed swimming pool project. As this was not under the purview of the R&I Committee it was recommended they be read at a PROS Committee meeting.

The Committee reviewed the minutes from the November 6, 2023, R&I meeting. Motion to accept the minutes as written was made by Committee Member Webb, seconded by Committee Member Amodei, motion to approve the minutes was passed unanimously. Public comment was made by Crosby Swartz pointing out the the title of the sponsor for the ZLD was incorrect, it was Global Water Innovations, not Groundwater Innovations. Committee Member Williams moved to approve the revised minutes, seconded by Committee Member Amodei, motion to approve the revised minutes was passed unanimously.

The Committee discussed the meeting dates for 2024. The Committee agreed that meetings will remain on the second Monday of each month at 2:00PM, with the exception of the October and November meetings which will be the first Monday of those months to avoid holidays. The December meeting will be past the end of

Chairperson Dean's term on the Board, so Vice Chair Siebuhr will chair the December meeting. A motion was made to accept the 2024 meeting dates by Committee Member Amodei, second by Committee Member Williams, motion was passed unanimously.

The Committee discussed and Considered updates to the R&I Ad Hoc Committees. Chairperson Dean recommended reactivating the Climate Change Ad Hoc Committee as it is expected another opportunity to apply for the Climate Adaptation and Resiliency Grant for a consultant to assist in writing a Climate Action Plan. The Ad Hoc Committee will work with General Manager McElhenie on this, and as much work as possible will be done internally along with District Staff. This Ad Hoc Committee consists of Committee Members Meeks and Amodei.

The Brine Waste Disposal Option Ad Hoc Report was presented to the Board of Directors at the December 7, 2023. The Board accepted the report with a name change to "WRF Concentrate Disposal" report. This Ad Hoc Committee may need to meet again after the ZLD Pilot program is complete.

The Long-Term Water Supply and Storage Options Report was submitted to the Board of Directors on November 9, 2023. This Committee has completed their assignment.

The Infrastructure Grant Options Ad Hoc Committee and the Capital Improvement Project Prioritization Ad Hoc Committee were both recently formed during the November 6, 2023, R&I meeting, their work is ongoing. The District recently learned of some supplemental water supply possibilities, such as using a drone to look for water bearing underground sediments, working with upstream ranchers with riparian rights regarding their off-stream projects, and solar hydro panels that could condense water from the air. Chairperson Dean proposed forming a new Supplemental Water Supply Option Ad Hoc Committee to research these possibilities. This Ad Hoc Committee will consist of Committee Members Meeks, Webb, and Williams.

Chairperson Dean asked if an Asset Management/ Asset Inventory Committee was still necessary. Utilities Department Manager Green was unavailable to answer that question, but it was suggested it would be better postponed until after the CIP budget cycle.

Committee Member Amodei moved to adopt the new ad hoc committee structure, motion was seconded by Committee Member Webb, motion to accept the ad hoc committee structure passed unanimously.

The Committee received an update from Program Manager Tristan Reaper regarding the Advanced Clean Fleet Regulations and the District's possibility of replacing some of the utility department trucks with EV's. The District is mandated to meet certain energy reduction milestones that start January 1, 2024, after which 50% of the new vehicles the District purchases must be clean energy vehicles. By January 2027, 100% of the new vehicles the District purchases must be clean energy vehicles. The power point presentation on this program is on the District website. Mr Reaper stated there are penalties for non-compliance, but that the California Air Resources Board has not said what the penalties would be.

Chairperson Dean asked for future agenda items. The CIP Prioritization Ad Hoc will present an update at the next R&I meeting, and the Committee will review the updated Standing Committee Bylaws.

Chairperson Dean adjourned the meeting at 2:52 PM.

Respectfully submitted by Director Karen Dean
Resources & Infrastructure Committee Chairperson

Friends of the Fiscalini Ranch Preserve December 11th, 2023 Meeting summary

The meeting was called to order by Chair John Nixon at 4PM. He remarked he would need to exit the meeting around 5PM. Also in attendance were Vice Chair Tom Loganbill, Executive Director Kitty Connolly, Assistant to the ED Barbara Beuche, Secretary Mark Larsen, Treasurer Mary Maher, Board members Dianne Anderson, Ellie Etter, Joyce Renshaw, Jose Luis Sanchez, CCSD Facilities and Resources Supervisor and Ranch Manager David Aguirre, and CCSD Board member and FFRP liaison Harry Farmer. Also attending were Michael Thomas and Shari Rabasciotti.

Chair Nixon began by stating this had been "a very good year" for FFRP, and we'd "talk about this later". He then called for a motion to approve the minutes of the November 14th meeting. The motion was made by Mary Maher, seconded by Dianne Anderson, and after a minor amendment by Ellie Etter, approved unanimously.

Under public comment, Michael Thomas, a very active volunteer regarding Ranch weekly maintenance, acknowledge the recent work done by members of the Sierra Club in pulling 30 cubic yards of ice plant, with an additional shout out to Duffy Burns for his contribution as well.

Executive Director Kitty Connolly began her report by announcing that local resident Steve Brody had put together a production titled "Hidden Creek", about preserving land in Cambria. The screening will take place at Hearst Castle on January 13th, and a discount was be offered to FFRP Board members. After a brief discussion, the decision was made to decline attending in any official capacity. Ms Connolly then announced that Walt Andrus, David Aguirre and herself had been involved in designing the new signage for the trailheads on the Ranch, with a specific acknowledgement of the contribution of Mr Andrus. Ms Etter suggested that the address of the Ranch shop on Main St be placed on the sign with the QR code. Chair Nixon said approval of the sign would come up for approval by the Board. Ellie Etter also asked Ms Connolly how many folks have visited the Ranch in the past year, to which Kitty replied roughly 350,000.

Dianne Anderson exclaimed that "Songs for the Season" was a "fantastic success", netting approximately \$10,000. In addition, the year end appeal resulted in new members and new donors. Ms Connolly announced she'd talked with a researcher from the lab of Sarah Bisbing, Associate Professor of Forest Ecosystem Science at University of Nevada Reno, regarding Monterey Pine forests on the California coast, of course including the Pine trees in Cambria, especially on the Ranch. Kitty also mentioned she has set up regularly scheduled meetings with David Aguirre to discuss Ranch management issues. Tom Loganbill inquired as to tree planting on the Ranch scheduled for this coming year. Kitty reminded us that the Santa Barbara Botanical Garden has been contracted to grow 300 trees and plants of various varieties at their facility, to be planted in the Fall.

Ranch Manager David Aguirre reported that certain trails from the Ridge area down to Santa Rosa Creek Trail would require attention. Also, a tree had fallen and obstructed a trail on the West Ranch, had been removed, may need to be moved for safety purposes and would be chipped at some point. Also, another homeless encampment had been discovered on the East Ranch. Mr Aguirre announced that long time employee Martin Garcia had just given his two week notice that morning. David was already in the process of accepting applications to fill a new third position for Facilities and Resources, therefore would now be interviewing for two positions.

John Nixon gave his Chairperson's report, stating the Annual FFRP Board meeting and the monthly January meeting would be taking place on Saturday, January 20th, beginning at 10AM, at the Cambria Center for the Arts on Main St in the Green Room. During the Annual meeting the Board will focus on the election of Officers, Goals and Objectives for 2024, and Policy concerns. A pot luck will take place in between the two meetings.

Again, Outreach and Development Committee member Dianne Anderson stated Songs for the Season was a huge success, even more so following the three year hiatus due to Covid. 120 tickets were sold, 100 in advance and 20 at the door at \$40 each, twice the admission amount as in the past, with ticket sales revenue accounting for a large portion of monies made. A very uplifting, heartwarming slide show from the event was presented that brought smiles and laughter to all. Ellie Etter's presentation at the intermission of the event was genuine, much appreciated and well received. Mentioned was 30 volunteers "worked like crazy" to make the event a success, generating much good will. Thanks was expressed to Shaney Covey, owner of Robin's Restaurant, for catering the event. Suzy Siegler, in charge of organizing the dining experience, said it was "the best food ever". Also, it was noted that John and Mary Nixon donated the wine. Special appreciation was also expressed to Loree Parral for her diligence in attractively wrapping the many auction items. Overall, after revenue of about \$11,700 and \$1900 in expenses, the event netted \$9,767.

Ms Etter remarked from her perspective that "Songs" was "great fun and a total success", and congratulated Dianne for her hard work in helping organize the event. She added that many donations came from local small business owners, that FFRP now deserves their support, including encouraging residents to patronize the donors and keep shopping local.

Ms Connolly, filling in for Education Committee head Sheryll Ebbs, reported that 5th graders from Cambria Grammar School joyfully visited the Ranch on December 1st, and that both Leffingwell and Coast Union High School have expressed an interest in participating in educational events on the Ranch in the coming year.

Chair Nixon reported that a number of documents have been distributed to Board members after being reviewed by the Executive Committee, and approval of the documents will be on the Agenda for the January 2024 Annual and monthly meetings. The Board has received two sets of Goals and Objectives: the 2023 Objectives with various comments, and suggested changes for 2024. Goals will remain the same. An adjustment in the Attendance Policy will be an Action Item in the monthly meeting, The Conflict of Interest Policy has been distributed to address any organizational conflicts, and the ByLaws have been edited as well. Feedback and comments by Board members need to be provided to Chair Nixon. Ultimately, decisions made at the January 2024 meetings will be by consensus of the entire Board. Chair Nixon also expressed the expectation that all Board members are to be involved in FFRP operations.

Treasurer Mary Maher began the Finance Report by stating the Budget for 2024 would be similar to 2023, as expenditures for the Linking Boardwalk have yet to take place. This coming years Budget will likely include a bit more expense for Ranch operations. Both income and donations are going well, though endowment earnings are slightly down. She stated it appears income from donations are more relationship driven than event driven. The 2024 Budget will be up for approval at the January monthly meeting.

Mary then reported that Vanguard Investments has sold the division of its business that deals with non profits to Mercer Financial Advisors. Ellie Etter said she's been disappointed in the service and performance of Vanguard this past year, including a very negative experience with a portfolio switch, and FFRP should be prepared to move on. Rusty Burns supported her suggestion. Ms Renshaw said the Finance Committee would assess the situation and report back to the Board. Ms Etter added the relationship with Mercer should be negotiated regarding fees. Mr Nixon added the FFRP's relationship with its financial advisor should start with the Finance Committee. Ms Maher said she would consult with FFRP's account representative regarding these issues.

At this point Chair Nixon, as he'd stated at the beginning, left the meeting. At 4:57, Vice Chair Loganbill assumed the role of Chair.

Joyce Renshaw provided her report from the Nominating Committee. Three strong candidates have submitted their applications for the three upcoming open positions which have been provided to Board members. Two of the applicants are already active volunteers working on Ranch maintenance. Applications are now closed.

ED Connolly reported on the now PROS (Parks, Recreation and Open Space) *Committee*. New Committee Chair Michael Thomas is providing more organization and structure which is being mostly well received by Committee members. Kitty reported the Committee was mostly concerned with Goals at the last meeting. Mr Loganbill observed that grant funding for the new skate park is close to complete. Mr Farmer added that there were 79 applicants for the available State funding, with the Skate Park being one of the 16 finalists. The group Skate Cambria has already raised over \$600,000 through donations, and the grant could be for \$600,000 as well, essentially covering the cost of the park. Ms Etter inquired as to who would be covering the cost of maintenance and insurance. Mr Farmer replied these needs would be resolved moving forward, but could be funded by donations. Ms Connolly clarified that the State grant, if awarded, would provide three years of maintenance coverage.

Mr Loganbill provided the Ranch Report. He expressed his appreciation to David Aguirre and his employees for providing wood chips for the trails crew. Tom reported on the Harootunian bench, stating it would be the third stone bench on the Ranch, and that cement had been poured this morning. The activity shed used by FFRP at the Vet's Hall, while in need of some work, is being improved. Ms Connolly thanked Tom for his continuing oversight on the two projects .

Rusty Burn's infant daughter made another brief appearance, which was very cool. A report was also provided regarding Board member Bob Detweiler, who recently had a bad fall while hiking, hitting his head on cement. He is currently in the hospital and getting therapy, is upbeat and perky, but needing to get his strength back.

The meeting was adjourned at 5:19 PM.

The next FFRP Meeting will be the combination Annual Meeting and the monthly January meeting on January 20th at 10:00AM at the Cambria Center for the Arts, 1350 Main St.

This summary written and submitted by CCSD Board member and FFRP liaison Harry Farmer.

Cambria Forest Committee December 15th, 2023 Meeting Summary

At 10AM a quorum could not be established. An informal discussion about forest related issues followed.

The first comment was by Treasurer Swartz, following up on a previous meeting, reporting that the Internal Revenue Service, after three years, has finally corrected their mistake of miscategorizing the nature of the Forest Committee, therefore the Committee can now finally apply for grants such as removing invasive weeds and non native vegetation. The grants will be for relatively small projects, but of course of value nevertheless.

Chair Swartz then mentioned that Jeff Wilson, a frequent Forest Committee attendee and activist, had recently brought to Crosby's attention an article about a UC Berkeley study on forest management that will be a topic of discussion at an upcoming Forest Committee meeting.

At this point a written report was read by Laura Swartz provided by Greenspace Executive Director Karin Argano, who was not available for today's meeting, mainly due to Greenspace activities taking place today, starting with over a dozen Sierra Club volunteers doing much needed trail work in Strawberry Canyon this morning, to be followed up by more projects being addressed at the Greenspace Creekside Reserve and Camp Ocean Pines.

Crosby then informed us that CCSD General Manager Matt McElhenie and Facilities and Resources Supervisor David Aguirre have contacted Dylan Theobald, Monitoring Manager of the Land Conservancy of San Luis Obispo. Among other subjects, they will be addressing the Conservation Easement in Fern Canyon.

Around this time David Pierson, Chair of the Cambria Fire Safe Focus Group who had joined the meeting around 10:10, reported that the FSFG would not be meeting in December, but at their next meeting in January, 2024, a detailed mapping of vegetative areas to be worked on in San Luis Obispo County in late 2024-25 by Cal Fire and other agencies would be discussed.

Just before 10:30 Friends of the Fiscalini Ranch Preserve Executive Director Kitty Connolly joined the meeting and provided a brief report on FFRP activities. She told us about the new, wonderfully designed stone bench that would soon be constructed, replacing the Barbara Harootunian bench that will be replacing the Owls Roost Bench that is over 20 years old and in some decline. She also reported on the recent San Luis Obispo Fire Safe Council meeting, the discussion on Forest Health and Wildfire Prevention Grants, and the various Vegetative Treatments, essentially tree removal, that would be taking place as a result, including on the Fiscalini Ranch Preserve. We were also reminded that the FFRP Nursery was seriously damaged in the storms of earlier this year and would not be available for tree and plant seedling growing. However, arrangements have been made with the Santa Barbara Botanical Gardens, and they will be growing one thousand plants such as currant, coffee berry and toyon that will ultimately be planted on the Ranch in late 2024. Also, there was a brief comment made of the many trees that came down in the heavy storms of almost three years ago in the southern portion of the Ranch around Victoria Way that still need addressing.

At this point our informal but informative gathering ended at around 10:45, with wishes for a joyful Holiday season shared by all.

The next Cambria Forest Committee meeting will take place on Friday, January 12th, 2024 at 10AM via Zoom.

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