

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT
ZONE 9 ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN that the Zone 9 Advisory Committee will hold a Regular Meeting at **1:30 PM on Wednesday, September 11, 2024** at the City of San Luis Obispo, Community Development Department in Conference Room #1 located at 919 Palm Street, San Luis Obispo, CA 93401.

AGENDA

1. Introductions and roll call
2. Approval of April 10, 2024 meeting minutes
3. Review and Discuss the Committee Bylaws
4. Waterway Management Plan Updates:
 - a. Review and Discuss Proposed Amendments to the Zone 9 Reimbursement Agreement between the District and the City
 - b. Open Discussion on WMP Update
5. Ongoing Updates
 - a. Mid-Higuera Bypass Project
 - b. Creek Maintenance
 - c. Avila Beach First Street Drainage Study
6. Public comment

At this time, the public may address the Committee on any item not appearing on the agenda that is within the subject matter jurisdiction of the Committee.
7. Future agenda items

Next Regular Meeting

Wednesday, December 11, 2024 at 1:30 PM
City of San Luis Obispo, Community Development Department
919 Palm Street, San Luis Obispo, CA 93401

“The purpose of the Zone 9 Advisory Committee: SECTION 1: To advise the County Board of Supervisors concerning all policy decisions relating to Zone 9. The Committee shall determine the needs, desires, and financial capabilities of the property owners in Zone 9 and, upon deliberation, shall convey to the Board of Supervisors their recommendations with respect to the objectives of said zone. SECTION 2: To recommend to the Board of Supervisors specific programs to alleviate and control flood damage within Zone 9 with recognition of the ecological and aesthetic values of the programs. Further, to recommend to the Board of Supervisors other programs within Zone 9 concerning the objects and purposes of the Flood Control District Act. SECTION 3: To recommend methods of financing programs for Zone 9.” – Excerpts from the By-Laws adopted March 1, 2011

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
ZONE 9 ADVISORY COMMITTEE

Meeting Minutes – Wednesday, April 10, 2024

Meeting materials and video recordings can be viewed at: <https://www.slocounty.ca.gov/Zone9>

Members Attending:

Wayne Peterson, County At-Large (Chair)
Christine Mulholland, City At-Large
Michelle Shoresman, City Council
Shelsie Moore, City Staff

Non-Voting Members and Guests Attending:

Brendan Clark, County of San Luis Obispo (Secretary)
Josh Porter, County of San Luis Obispo
Troy Barnhart, County of San Luis Obispo
Jenny Williamson, County of San Luis Obispo
Freddy Otte, City of San Luis Obispo
Lucia Pohlman, City of San Luis Obispo
Kathleen Gonzalez, Central Coast Water Board

1. Introductions and roll call

Chair Peterson calls the meeting to order at 1:30 PM and a quorum is established.

2. Approval of December 13, 2023 meeting minutes

W. Peterson introduces the item and asks for questions or comments from the Committee.

C. Mulholland provides a brief update regarding property owner outreach efforts as mentioned in the December minutes.

C. Mulholland moves to approve the December 13, 2023 meeting minutes.

M. Shoresman seconded the motion.

Motion passes (4-0-0).

3. Open Discussion of 2023-24 Storm Season

W. Peterson introduces the item and Committee Members/staff provide brief updates on activities and projects related to the 2023-2024 storm season.

4. Waterway Management Plan Update

W. Peterson introduces the item and B. Clark provides a presentation on the Waterway

Management Plan update.

C. Mulholland asks about camera installation and expanding the steam gauge monitoring network. B. Clark responds.

W. Peterson asks if this will help identify the needs of new/future projects and provide ongoing modeling for future forecasting to identify upcoming issues. B. Clark responds.

5. Review and Discuss the Committee Bylaws

W. Peterson introduces the item and B. Clark provides an overview of the Committee Bylaws.

Committee Members and staff discuss the frequency of the meetings and the impacts of members missing three or more meetings.

Committee Members and staff discuss updating Article III, Section III to include all current public communication options in the Committee Bylaws.

Committee Members and staff discuss various updates to the Bylaws language in Article II and Article III.

M. Shoresman suggests providing track changes/redlines to the document.

B. Clark suggests that the County of SLO Public Works Director should have the power to appoint the Committee's Secretary position as needed and this language should be reflected in the Bylaws document.

6. Ongoing Updates

a. Mid-Higuera Bypass Project

S. Moore provides a verbal update on the Mid-Higuera Bypass Project.

M. Shoresman asks about the progress and costs related to the project. S. Moore responds.

b. Creek Maintenance

F. Otte provides a verbal update on creek maintenance activities.

M. Shoresman asks if Prefumo Creek maintenance is complete. F. Otte responds.

W. Peterson asks about debris removal in the San Luis Obispo creek channel by S. Higuera Street. F. Otte responds.

c. Avila Beach First Street Drainage Study

B. Clark provides a verbal update on the Avila Beach First Street Drainage Study.

J. Porter provides additional details on survey data from the consultant.

7. Public comment

K. Gonzalez comments on the WMP update and the quantifiable/specific goals for projects, and how it demonstrates a more watershed-wide perspective. B. Clark responds.

8. Future agenda items

B. Clark comments on efforts to agendize a Creek Lands Conservation study update. F. Otte responds.

C. Mulholland asks if there are opportunities in our watershed to bring in the Beaver Brigade. Committee Members and staff discuss historic beaver habitat/activities throughout the County and opportunities to invest in pools/dams in the SLO Creek watershed.

W. Peterson comments that the Committee may request future items by contacting himself or Committee Secretary, B. Clark.

Meeting adjourned at approximately 2:53 PM

Agenda Item #3:

Review and Discuss the Committee Bylaws

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT'S ZONE 9
ADVISORY COMMITTEE
BY-LAWS

ARTICLE I: PURPOSES OF THE COMMITTEE

~~The purpose of the Zone 9 Advisory Committees:~~

SECTION 1: To advise the ~~County-District~~ Board of Supervisors concerning all policy decisions relating to Zone 9. The Committee shall determine the needs, desires, and financial capabilities of the property owners in Zone 9 and, upon deliberation, shall convey to the Board of Supervisors their recommendations with respect to the objectives of said zone.

SECTION 2: To recommend to the Board of Supervisors specific programs to alleviate and control flood damage within Zone 9 with recognition of the ecological and aesthetic values of the programs. Further, to recommend to the Board of Supervisors other programs within Zone 9 concerning the objects and purposes of the Flood Control District Act.

SECTION 3: To recommend methods of financing programs for Zone 9.

ARTICLE II: MEMBERS

SECTION 1: The membership of the Committee shall consist of six members and six alternates appointed as follows and ~~confirmed-appointed~~ by the ~~County District~~ Board of Supervisors:

- a. City of San Luis Obispo - Three (3) members: 1-Council, 1-staff, and 1-public member recommended by the City Council. The City shall also recommend an alternate for each member to serve in their absence.

- b. County of San Luis Obispo: Three (3) ~~public~~ members and three (3) alternates, who are ~~not City of San Luis Obispo residents~~, appointed by Board of Supervisors. Appointed Members and Alternates shall not be City of San Luis Obispo residents. Preference shall be given to those either reside within the Zone 9 Boundary or represent the interests of an organization or community within the watershed.~~Preference shall be given to those individuals who also represent the Resource Conservation District, the Avila community, the agricultural community, CalPoly, CalTrans, or other community agency.~~

SECTION 2: Members serve at the pleasure of the appointing organization and the Board of Supervisors.

SECTION 3: Members shall serve for a four-year term or for shorter periods ~~at the pleasure of the appointing organization or the Board of Supervisors~~per Article II.2. The term of office for half of the members and their respective alternates shall end on December 31 of every other even numbered year; and for the remaining members and their respective alternates shall end December 31 of the opposite alternating even numbered years. Members may serve more than one term. Member assignments for the committee between the two staggered terms shall be made as follows:

Position	Term 1 End
City Council & Alternate	December 31 of every other even numbered year
County at-large & Alternate	December 31 of every other even numbered year
County at-large & Alternate	December 31 of every other even numbered year
	Term 2 End
City Staff & Alternate	December 31 of the opposite alternating even numbered year from Term 1
City-at-Large & Alternate	December 31 of the opposite alternating even numbered year from Term 1

County at-large & Alternate	December 31 of the opposite alternating even numbered year from Term 1
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Should a member resign or leave the committee, his/her ~~replacement~~
Alternate shall serve out the remaining portion of his/her term.

SECTION 4: A position may be considered vacated in the following circumstance:

- a. The member fails to attend ~~four~~three consecutive meetings, and
- b. The member fails to notify the Committee Secretary, and
- c. The vacancy is confirmed by a majority vote of the Committee at a regularly scheduled meeting.

ARTICLE II-I: MEETINGS

SECTION 1: Meetings shall be held on the second Wednesday at 1:30pm of February, May, August and November, at least quarterly. More frequent meetings may be scheduled and held as agreed upon by a majority of the Committee members.

SECTION 2: ~~A quorum shall consist of at least four members~~Four members, or their alternates in their absence, shall constitute a quorum.

SECTION 3: The Chairman may call a Special Meeting after proper notification of the Committee members. Proper notification shall be deemed to have been met if such notification is written and is delivered personally, ~~or~~ by mail, or by email with confirmation receipt, or direct contact by telephone at least 24 hours in advance of the scheduled meeting. ~~If all members are present when the special meeting is scheduled then written notification will not be necessary.~~

SECTION 4: Any decision or recommendation to the Board of Supervisors shall require a majority vote by Committee members for passage.

SECTION 5: Any member city, organization, or agency may be notified of a frequent non-attendance of its appointed delegate as determined by the Committee.

SECTION 6: Meetings shall be open to the public, include public comment as a separate agenda item and shall be conducted to satisfy the provisions of the Brown Act. ~~Visitors may express opinions or make requests. The Chairman will open and close the meeting to public comment.~~

SECTION 7: In the absence of a specific rule or procedure, Roberts Rules of Order, Revised, shall be followed.

ARTICLE IV: OFFICERS

SECTION 1: Officers of the Committee shall consist of the Chairman, Vice- Chairman and Secretary.

SECTION 2: The Chairman and Vice-Chairman of the Committee shall be selected from the members of the Committee by a vote of the members requiring a majority vote for election.

~~SECTION 3: The Secretary may be a non-member but shall be appointed by the Committee by a vote of the members requiring a majority vote for appointment.~~
shall be County Public Works staff assigned by the County Public Works Director on an as-needed basis.

~~SECTION 3: No elected officer of the Committee shall serve more than two (2) consecutive one year terms in the same office.~~

SECTION 4: Vacated elected offices except Chairman shall be filled by election of the Committee. The Vice-Chairman shall assume the Chairmanship in the event of absence or resignation of the Chairman.

Agenda Item #4a:

**Review and Discuss Proposed Amendments to the Zone 9 Reimbursement Agreement
between the District and the City**

TO: Zone 9 Advisory Committee

FROM: Troy Barnhart, Water Resources Engineer, County of SLO
Brendan Clark, Supervising Water Resources Engineer, County of SLO

DATE: September 11, 2024

SUBJECT: Item #4a. Review and Discuss Proposed Amendments to the Zone 9 Reimbursement Agreement between the District and the City

Recommendation:

Advise the District Board of Supervisors to approve the updated Reimbursement Agreement.

Discussion:

Revising the Reimbursement Agreement to allow for WMP update tasks was identified as a key early step in the WMP update process. The intention with this amendment is to be able to maximize staff resources between the City and the County in managing and facilitating consultant work.

Attachments:

1. Draft Board of Supervisors Staff Report
2. Proposed Reimbursement Agreement Amendments (redline version)

TO: Board of Supervisors

FROM: Public Works
Troy Barnhart, Water Resources Engineer
Brendan Clark, Supervising Water Resources Engineer

VIA: Courtney Howard, Water Resources Division Manager

DATE: TBD

SUBJECT: Request to approve and authorize the Chairperson to sign an updated Flood Control Zone 9 Reimbursement Agreement with the City of San Luis Obispo to facilitate City Staff participation in updating the Waterway Management Plan for the San Luis Obispo Creek Watershed. Districts 2, 3, 4, and 5.

RECOMMENDATION

It is recommended that the Board, acting as the Board of Supervisors for the San Luis Obispo County Flood Control and Water Conservation District (District), approve and authorize the Chairperson to sign an updated Flood Control Zone 9 Reimbursement Agreement (Agreement) with the City of San Luis Obispo (City) to facilitate City staff collaboration with the District in updating the Waterway Management Plan for the San Luis Obispo Creek Watershed.

DISCUSSION

Flood Control Zone 9 of the District was formed in 1973, encompassing the entire San Luis Obispo Creek watershed and the entirety of the City. Zone 9 has a distinct allocation of District funding, an Advisory Committee (Committee), and the collaborative reimbursement agreement with the City (Attachments 2 and 3).

The Committee as well as District and City staff have identified the need to update the Waterway Management Plan for the San Luis Obispo Creek Watershed (WMP), the comprehensive guiding document for Zone 9 activities. The proposed updated Agreement will enable collaboration with City technical staff needed to realize an actionable update to the WMP.

Update activities will build on the recent successes of City/District collaborative efforts. While the City has an existing creek maintenance program where flood risks are regularly assessed and mitigated to protect the public and improve watershed conditions, no such activities were historically performed outside City limits. Pursuant to the previous Agreement dated September 28, 2021, a cooperative vegetative maintenance program was established to address areas within County jurisdiction which reduced localized flooding in recent years.

The Waterway Management Plan was developed in response to severe flooding in the SLO Creek watershed in 1995. Comprehensive planning was needed to identify beneficial projects and programs, scope maintenance activities, and enable regulatory compliance. The resulting WMP was adopted by the City on October 21, 2003 and the District by Resolution 2004-51 on February 10, 2004. The City and District have implemented the WMP in the intervening decades. Multiple projects identified in the original WMP, such as the Foothill Street bridge replacement, has been constructed by the City. Another

project, the Mid-Higuera Bypass, is scheduled for construction in 2025 as a cooperative City and District effort.

Given changing physical, regulatory, and financial conditions over the past two decades, the Committee as well as City and District staff agree that targeted updates to the WMP are appropriate. Preliminary discussions have identified technical needs of revising hydrologic and hydraulic analyses to reflect changed physical conditions; updating biological assessments; and incorporating discussion of the expected effects of climate change. Updated technical information will enable the identification of additional potential improvement projects and inform ongoing maintenance programs. These update activities are included in the Fiscal Year 2024-25 Zone 9 budget and do not require a budget adjustment at this time.

During these update efforts, the level of participation from City technical staff is expected to intermittently rise to levels that warrant reimbursement from Zone 9 funds. Such reimbursement is appropriate given the benefit the entire Zone will derive from their contributions. Reimbursable work to be performed by City staff or consultants contracted by the City will continue to be subject to District review and approval in the annual Work Plan as stipulated by the Agreement.

The proposed updated agreement, which would replace the existing agreement (Attachments 2 and 3), continues the aforementioned creek vegetation maintenance programs. The attached updated Agreement was presented to the Committee and recommended for approval on September 11, 2024.

OTHER AGENCY INVOLVEMENT/IMPACT

The District will continue work with the Zone 9 Advisory Committee and City Staff to prepare the annual Work Plan including ongoing maintenance and Waterway Management Plan update activities.

This revised agreement was approved by the San Luis Obispo City Council on _____.

On February 10, 2004, the District approved the Waterway Management Plan for the San Luis Obispo Creek watershed and certified the associated Environmental Impact Report pursuant to Section 21000 et seq. of the California Public Resources Code (CEQA). In implementation, the Waterway Management Plan serves as a key reference document for project/program-specific environmental review. Potential future projects or programs will undergo environmental review as required.

County Council has reviewed and approved the Agreement for legal form and effect.

FINANCIAL CONSIDERATIONS

Proposed WMP update activities are currently budgeted in the Fiscal Year 2024-25 budget. This agreement update allows for the City to manage and be reimbursed for update tasks as approved via the "Work Plan" and existing budgeting process existing in the Agreement (Attachments 2 and 3). No budget adjustment is required.

RESULTS

Approving the updated Agreement furthers watershed planning and management activities, providing value to taxpayers throughout Zone 9 and promoting a more resilient and livable community.

ATTACHMENTS

1. Vicinity Map
2. Redline of existing Reimbursement Agreement
3. Clean copy of the updated Reimbursement Agreement

Reference: TBD

File: CF 340.162.01

DRAFT

**REIMBURSEMENT AGREEMENT BETWEEN SAN LUIS OBISPO COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT AND THE CITY OF SAN LUIS OBISPO FOR WATERSHED
MAINTENANCE AND EDUCATION PROGRAM**

This Reimbursement Agreement ("Agreement") is entered into on this _____ day of _____ 2024 by and between the San Luis Obispo County Flood Control and Water Conservation District ("District"), acting on behalf of District Flood Control Zone 9 ("Zone 9"), and the City of San Luis Obispo ("City") (each a "Party" and collectively, "Parties").

WHEREAS, Zone 9 includes the San Luis Obispo Creek ("Creek") watershed ("Watershed") and its tributaries; and

WHEREAS, the City is located wholly within the Watershed and the Zone 9 boundaries; and

WHEREAS, by coordinating in Watershed maintenance and education activities, the City and District can more economically address issues within the Watershed; and

WHEREAS, such a cooperative program has been successfully completed in the past pursuant to prior reimbursement agreements between the District and City, including but not limited to the reimbursement agreements dated September 6, 2013, ~~and~~ August 21, 2018, and September 28, 2021 (collectively, "Prior Agreements") and in accordance with the Waterway Management Plan and associated Environmental Impact Report certified by the District on February 10, 2004; and

WHEREAS, the Parties desire to continue in and expand their coordination with respect to Watershed maintenance and education activities, both within and outside of City limits, as described in this Agreement;

WHEREAS, the Parties acknowledge the 2004 Waterway Management Plan and its associated technical studies may require maintenance and updating as appropriate to for effectively managing the watershed addressin evolving physical, regulatory, and financial conditions.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the District and City mutually covenant and agree as follows:

A. REIMBURSABLE EXPENSES

The City shall be eligible for reimbursement for expenses incurred by the City pursuant to the terms and conditions set forth in this Agreement subject to the following:

1. Type of Activities Eligible for Reimbursement.

Only those activities within Zone 9 identified below are eligible for reimbursement:

Removal of debris, sediment and vegetation which adversely affect the capacity of waterways or which might be more difficult or costly to remove if moved by flood flows to different locations where they could cause damage to the Creek or flooding to adjacent improved property.

Removal and proper disposal of detrimental exotic plants from throughout the Watershed and any re-vegetation project to minimize damage from flood flows or for restoration after removal of exotic plants.

Stabilization of Creek banks to prevent erosion causing sedimentation or property damage.

Development and construction of projects identified in the Waterway Management Plan adopted by the City on October 21, 2003 and District by Resolution 2004-51 on February 10, 2004.

Annual notice to property owners along the Creek, and wet weather flood prevention information distributed to the general public, including flyers, public service announcements, events and web sites.

Tasks related to Updating and maintaining the Waterway Management Plan originally adopted by the City on October 21, 2003 and District by Resolution 2004-51 on February 10, 2004.

2. Inclusion in Work Plan.

Only those work activities properly identified in the annual Work Plan (described below) prepared by the City and included in the District's current fiscal year budget as adopted by the District's Board of Supervisors ("Board") are eligible for reimbursement.

3. Compliance with Agreement.

Only activities performed in compliance with the provisions of this Agreement are eligible for reimbursement.

B. OBLIGATIONS OF CITY

The City shall submit a work plan to the District for each upcoming fiscal year, prior to December 1 of each year ("Work Plan"). The Work Plan shall include a description and budget for the work activities proposed by the City for the upcoming fiscal year.

The City shall act as the lead agency in complying with the California Environmental Quality Act ("CEQA") for all work done within the City limits with the following limited exception: the City shall act as the responsible agency in complying with CEQA for the Mid-Higuera Bypass Project.

The City shall acquire all permits for work within its jurisdiction with the following limited exception: the City shall not be responsible for providing staffing or other resources to acquire regulatory environmental permits for the Mid-Higuera Bypass Project.

The City shall be responsible for acquiring any landowner permission needed to accomplish any work within its jurisdiction.

Should any work within the City involve the abatement of nuisances, the removal of trees, or other obstructions, such shall be performed in accordance with due process of law under the City's abatement ordinances or State law. The abatement of said nuisances shall be the sole responsibility of the City.

Any streambed clearing work identified in the Work Plan shall be carried out prior to the rainy season with follow-up work done during the rainy season as appropriate.

The City shall comply with all applicable federal, state and local laws and regulations in performing any activities related to this Agreement.

The City shall provide quarterly statements to the District documenting the expenses for which the City is seeking reimbursement. Said statements shall specify the activities related to the expenses for which the City seeks reimbursement.

The City shall recognize and acknowledge the District's financial contribution to the activities identified in Section A of this Agreement through prominent mention during any oral presentation or in writing on any signs, promotional materials, press releases, publications, advertisements, or exhibits prepared in connection with or referring to the reimbursable activities.

C. OBLIGATIONS OF DISTRICT

District staff shall review the Work Plan submitted by the City and shall coordinate with the City to refine the Work Plan, as appropriate, so that it is consistent with the intent of this Agreement and the District's budgetary plans. District staff thereafter shall prepare a draft Zone 9 budget request for the upcoming fiscal year to include those activities that District staff considers consistent with the intent of this Agreement and the District's budgetary plans. The District shall include on an agenda the draft budget request for review by the Zone 9 Advisory Committee ("Committee") to allow the Committee to make a recommendation to the Board regarding said budget request.

The District shall provide reimbursement to the City for eligible City expenses incurred pursuant to this Agreement on a periodic basis as funds are available, within the budgetary limits approved by the Board or its designee provided that the City submits satisfactory documentation of City's expenses and work performed.

The District shall act as the lead agency in complying CEQA for: (1) all work done by the City outside of City limits; and (2) the Mid-Higuera Bypass Project.

The District shall be responsible for acquiring any landowner permissions and completing any reporting and mitigation to the California Department of Fish and Wildlife that may be necessary to accomplish work done by the City outside of City limits in furtherance of its obligations under this Agreement.

The District shall provide staffing and other resources to obtain all necessary permits for: (1) work done by the City outside of City limits; and (2) the Mid-Higuera Bypass Project on behalf of the City who shall be the permittee.

The City is under no obligation, and this Agreement does not contemplate, commencement of formal nuisance abatement actions by the City outside of the City's jurisdiction.

The District shall comply with all applicable federal, state and local laws and regulations in performing any activities related to this Agreement.

D. GENERAL TERMS

1. Term.

This Agreement shall become effective on the date fully executed by the Parties and shall have an initial term of five (5) years. This Agreement shall renew automatically for four (4) successive five (5) year terms. Notwithstanding the foregoing, either Party may terminate this Agreement at any time by giving ninety (90) days written notice of termination to the other Party.

2. Indemnification.

Each Party hereto shall defend, indemnify and save harmless the other Party and other Party's officers, agents and employees from and against all loss, claims, demands, liabilities, costs, expenses, damages, causes of action, and judgments arising out of the indemnifying Party's performance or attempt to perform its obligations pursuant to the provisions of this Agreement, including both acts and omissions to act, failure to secure necessary landowner permissions and permits, and failure to complete any reporting and mitigation that may be necessary to perform obligations pursuant to this Agreement both within and outside of City limits.

3. Cooperation.

The District agrees to cooperate with the City in the defense of any such claims or litigation, and the City agrees to cooperate with the District.

4. Full Agreement.

This Agreement encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written, including but not limited to the Prior Agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below:

SAN LUIS OBISPO COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: _____ Date: _____
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

ATTEST:

By: _____ Date: _____
~~County Clerk and~~ Ex-Officio Clerk of the
Board of Supervisors,
County of San Luis Obispo,
State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____ Date: _____
Deputy County Counsel

CITY OF SAN LUIS OBISPO

By: _____ Date: _____
~~Derek Johnson~~ Whitney McDonald
City Manager

APPROVED AS TO FORM AND LEGAL EFFECT:

J. Christine Dietrick
City Attorney

By: _____ Date: _____

Agenda Item #5:

Ongoing Updates

TO: Zone 9 Advisory Committee

FROM: Shelsie Moore, Supervising Civil Engineer, City of San Luis Obispo
Kate Shea, Principal Environmental Specialist, County Public Works

DATE: September 11, 2024

SUBJECT: Mid-Higuera Bypass Project Updates

During September 2021, the County of San Luis Obispo Water Conservation and Flood Control District (District), in coordination with the City of San Luis Obispo (City), applied for several permits in compliance with the provisions of the Clean Water Act. Listed below are the current statuses with each agency:

- California Department of Fish and Wildlife (CDFW), Section 1600
A final Streambed Alteration Agreement was issued 8/3/2023.
- Army Corps of Engineers (ACOE), Section 404
A final Nationwide Permit was issued on 12/20/23.
- Regional Water Quality Control Board (RWQCB), Section 401
This permit was issued 9/22/22.

The City is making progress on securing permanent easements and temporary construction easements. So far, the City with consultant services from Hamner, Jewell & Associates has presented twelve (12) offer packages to property owners for required easements. Of those 12 presented, seven (7) of the easement agreements have been signed by the property owners. Two (2) easement offer packages remain to be issued to property owners, as they are being drafted by Hamner, Jewell & Associates. See the table below for a complete list of easements being pursued and their respective status.

Acquisition Type	APN	Address	Offer Packages Prepared	Offers Sent	Offer Signed
Permanent and Temporary Easements	002-482-007	304 Higuera Street	Final	Yes	No
Permanent and Temporary Easements	002-482-013	280 Higuera Street	Final	Yes	No
Permanent and Temporary Easements	002-482-017	284 Higuera Street	Final	Yes	Yes
Permanent and Temporary Easements	002-482-023	292 Higuera Street	Final	Yes	No
Permanent and Temporary Easements	002-482-027	306 Higuera Street	Final	Yes	Yes
Temporary Easement	002-482-015	300 Higuera Street	Final	Yes	No
Temporary Easement	002-482-021	390 Higuera Street	Final	Yes	No
Temporary Easement	003-711-024	264 Higuera Street	Final	Yes	Yes
Temporary Easement	004-741-001	23 South Street	Final	Yes	Yes
Temporary Easement	004-741-007	178 Brook Street	Final	Yes	Yes
Temporary Easement	004-741-008	180 Brook Street	Final	Yes	Yes

Temporary Easement	004-741-010	160 Brook Street	Final	Yes	Yes
Public Utility Easement	002-482-017	284 Higuera Street	Draft not complete	No	No
Public Utility Easement	002-482-024	286 Higuera Street	Draft not complete	No	No

A standard Caltrans Encroachment Permit Application was submitted on May 17, 2023, by City Staff for the portion of work that overlaps with Caltrans' property and has been reviewed by Caltrans staff. The project plans are being revised to incorporate all of Caltrans' comments.

In October of 2023, staff pursued additional negotiating authority from City Council to pursue public utility easements on the Madonna Property (284 Higuera) and the Simonin Property (286 Higuera) to accommodate the relocation of overhead and buried utilities associated with the project. Staff also pursued additional negotiating authority to pursue a relocation agreement for the tenant at 306 Higuera (CoastRiders Powersports). Staff have since finalized all relocation payments with CoastRiders Powersports.

Additionally, on March 14, 2023, the City entered into a funding agreement with the State Department of Water Resources (DWR) to provide an amount of \$6,078,707 to be used for construction of the project through the end of 2024. Staff are working with DWR staff to extend the funding agreement through March of 2026 to accommodate delays in the construction timeline.

Wallace Group's remaining final design work includes:

- Legal descriptions for property negotiations (complete)
- Utility letters and coordination (in progress, final design in progress)
- Building Permits: Grading and Demolition plan for building removal (in progress, PS&E are being revised based on comments)
- Final contract documents to be received in early August (in progress, PS&E are being revised based on 100% comments)

TO: Zone 9 Advisory Committee

FROM: Freddy Otte, Biologist, City of San Luis Obispo

DATE: September 11, 2024

SUBJECT: Creek Maintenance Updates

The City is continuing the conversation with the agencies on the emergency projects and maintenance needs for those projects once permitted.

A grant application will be submitted August 2024 to the State Coastal Conservancy for the City to develop a Vegetation Management Plan which will have an environmental document and permitting completed as part of that project as well. This will serve multiple benefits of flood control and fire prevention in the creek systems for community protection. The City has developed a map of all the drainage easements that have been accepted by the City across private property over the years and has a requirement to maintain them in a state "to prevent injury to a third party", a.k.a. the property owner or neighbor. This will be a significant workload increase and we are still evaluating how this will be implemented (owner identification, correspondence, tracking access responses, inspections, maintenance plan development, prioritization and implementation).

TO: Zone 9 Advisory Committee

FROM: Brendan Clark, County of San Luis Obispo

DATE: September 11, 2024

SUBJECT: Avila Beach First Street Drainage Study

Update:

GHD provided County staff conceptual alignments for various pumping alternatives in August. Staff is currently reviewing the alignments and intends to select an alternative in October. The next step in the project is preparation of a 30% design of the preferred alternative. A formal presentation to the Committee is expected at the December or February meeting.

Background:

The Flood Control and Water Conservation District (District) Staff is currently working with a consultant (GHD) on a drainage study to perform an alternatives analysis and identify a preferred solution to reduce the risk of flooding to homes, businesses, roads, and the public parking lot near First Street in Avila Beach. With the area being located at a low point, it experiences frequent flooding during storm events as well as nuisance water which tends to occur year-round. The in-depth study will identify a feasible solution to the problem and develop the scope and budget in order to seek funding and ideally move towards a project. The preferred solution will ideally aim to minimize O&M staff response and in turn, decrease operational costs for the County long term. The study is currently funded entirely by the American Rescue Plan Act (ARPA) and has received a total of \$200,000 in funds for design.