



## **PARKS & RECREATION ADVISORY COMMITTEE MEETING**

Tuesday, July 3, 2018 at 5:30 p.m.  
Los Osos Community Services District Office  
2122 9<sup>th</sup> Street, Suite 106, Los Osos, CA

### COMMITTEE MEMBERS

Lou Tornatzky, Chairperson  
Marshall Ochylski, Alternate Chairperson  
Alissa Feldman, Member  
William Fitzgerald, Member  
Jennifer Foronjy, Member  
Andrea Lueker, Member  
Shaunna Sullivan, Member

### STAFF

Renee Osborne, Manager  
Ann Kudart, Administrative Services Manager

## **AGENDA**

- 1. Opening at 5:30 p.m. – Call To Order; Flag Salute; and Roll Call**
- 2. Update Regarding Recycled Tire Material at Los Osos Community Park**  
*(Discussion and Recommendations to the Board)*  
(Presented By: General Manager Osborne)
- 3. Review of Board Item Regarding Term Sheet with the County for the Proposed Dog Park**  
*(Discussion and Recommendations to the Board)*  
(Presented By: General Manager Osborne)
- 4. Public Comments on Items NOT on this Agenda:** At this time, the public may comment on items not on this agenda. Each commenter is limited to 3 minutes and shall address the Chairperson.
- 5. Schedule Next Parks and Recreation Committee Meeting**
- 6. Closing Comments by Parks and Recreation Committee Members**
- 7. Adjournment**

**ITEM 2**

**UPDATE REGARDING RECYCLED  
TIRE MATERIAL AT THE  
LOS OSOS COMMUNITY PARK**



June 28, 2018

**TO:** Parks and Recreation Advisory Committee  
**FROM:** Renee Osborne, General Manager  
**SUBJECT:** Item #2 – 7/3/2018 Parks & Recreation Advisory Committee Meeting Discussion/Recommendation Regarding Recycled Tire Material at the Los Osos Community Park

**President**  
Vicki L. Milledge

**Vice President**  
Marshall E. Ochylski

**Directors**  
Charles L. Cesena  
Louis G. Tornatzky  
Christine M. Womack

**General Manager**  
Renee Osborne

**District Accountant**  
Robert Stilts, CPA

**Unit Chief**  
Scott M. Jalbert

**Battalion Chief**  
Greg Alex

**SUMMARY**

As previously discussed, per the County, the recycled tire material meets the current safety standards. The County will not be spending any money to replace that material until its useful life is up (2023).

The County has no problem with the District paying for the removal and replacement of the material. What we would be allowed to replace it with is "Fibar Playground Mulch". Approximate costs for full replacement is \$20,000.

We can lower the costs if we/volunteers remove the chips ourselves and pay for the disposal of the chips, the only cost will be the Fibar Playground Mulch at approximately \$10,000. This cost will cover the County Safety Inspection.

Mission Country Disposal has agreed to contribute to our community efforts and will charge us \$217 total for the roll-offs needed and the hauling and disposal of the 240 yards of rubber chips.

We will need to find a contractor that will contribute their excavator to help remove the 240 yards of rubber chips.

**DISCUSSION**

The Parks and Recreation Committee can discuss and recommend to the Board any suggestions on replacement of the recycled rubber chip material.

**Mailing Address:**  
P.O. Box 6064  
Los Osos, CA 93412

**Offices:**  
2122 9<sup>th</sup> Street, Suite 102  
Los Osos, CA 93402

**Phone:** 805/528-9370  
**FAX:** 805/528-9377

[www.losososcscsd.org](http://www.losososcscsd.org)

Attachment

## Renee Osborne

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**From:** Jeff Smith <Jeffrey.Smith2@WasteConnections.com>  
**Sent:** Tuesday, June 19, 2018 2:11 PM  
**To:** Renee Osborne  
**Cc:** Rigo Diaz  
**Subject:** RE: Rubber Chips Disposal Question

**Follow Up Flag:** FollowUp  
**Flag Status:** Flagged

Sorry for the long delay in responding.

I think your best option is going to be if we bring roll offs and we haul it for you. If we do that, I can dispose of the material for free and only charge a haul charge of \$217 with no delivery fees. That assumes you can get the material into our containers. We would likely use 20 yard containers due to weight. If you haul it yourself, it would be charged as a trash charge which is approx. \$76.50 per ton. It sounds like you have at least 30 tons of material, but that is only a guess.

Feel free to call if you have any questions.

Thanks.

Jeff Smith  
District Manager

## **ITEM 3**

**REVIEW OF BOARD ITEM REGARDING  
TERM SHEET WITH SLO COUNTY  
FOR PROPOSED DOG PARK**



AO

June 27, 2018

**TO:** Parks and Recreation Advisory Committee

**FROM:** Renee Osborne, General Manager

**SUBJECT:** **Item 3 – 7/3/2018 Parks and Recreation Committee Meeting**  
Review of Board Item Regarding Term Sheet with the County for the Proposed Dog Park

**President**  
Vicki L. Milledge

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Marshall E. Ochylski

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**SUMMARY**

Attached is the Term Sheet that will be used instead of the lease in order to have progress on the Dog Park.

**TERM SHEET VS LEASE**

A hurdle our District Counsel and I have had is the submission of the Dog Park Lease. It has come to our attention that once a "lease" is submitted, the CEQUA process will be automatically triggered. District Counsel and County Counsel agree that at this time it is not necessary for us to spend the money on the CEQUA process while the Habitat Conservation Plan (HCP) is currently being done. The CEQUA process will be cheaper once the HCP is complete.

In order to continue with the rest of the process, we need some sort of legal document that gives us authority to continue with other Dog Park items; Community Plan, search for Non-Profit group for operations of the Dog Park, grant seeking, etc. Attached is a "Term Sheet" that both District Counsel and County Counsel agreed would suffice for our needs.

Staff is asking for recommendations, if any, on the Term Sheet before it is submitted to the County. Once the Term Sheet is in place we can start the process in changing the Community Plan.

Once the Community Plan has been officially changed, the District can put out a request for proposal (RFP) for the non-profit dog park operations group. Part of the group's goal could be to raise money (grants, etc.) for permitting as well as purchase of equipment.

Attachments

Draft 6/18/18 – CONFIDENTIAL DRAFT FOR DISCUSSION PURPOSES

[This draft term sheet is not legally valid or authorized until after it is approved by each Party, including the governing body of each public agency after consideration and review of a final Environmental Impact Report as described in Section 1.2.]

DOG PARK TERM SHEET

This term sheet (the “Term Sheet”) is entered into as of \_\_\_\_\_, 2018, by and among the Los Osos Community Services District (“CSD”) and the County of San Luis Obispo (the “County”). This Term Sheet is intended to set forth basic terms of the construction and operation of a dog park at the existing County community park located in the Los Osos Community Services District.

INTRODUCTION

The purpose and intent of this Term Sheet is to memorialize the basic terms that have been negotiated among the parties and to inform the public regarding the goals and principles identified by CSD Staff, CSD Board of Directors, County Staff and County Supervisors that will guide the proposal to develop the dog park throughout the public review process. As further described below, the development and construction of the dog park shall not proceed unless and until the parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the California Environmental Quality Act (“CEQA”) review process and other public review and hearing processes, subject to all applicable governmental approvals.

The dog park will be developed and operated in accordance with the following guidelines: See the attached draft lease which contemplates the potential terms and conditions for construction and operation of the contemplated dog park. The parties contemplate that the CSD will begin processing the appropriate CEQA review document upon issuance of the final Habitat Conservation Plan that is currently being processed.

ARTICLE 1. EFFECT OF TERM SHEET

Section 1.1 Intent and Effect of Term Sheet. The purpose and intent of this Term Sheet is to provide a general framework for the subsequent negotiation of the terms of the definitive agreements regarding the development, design and construction, operation, management, use and occupancy of the dog park Project and to allow the public the opportunity to vote on such terms. Provided that the electorate authorizes the CSD to proceed, the Parties agree that this Term Sheet contains the primary terms and conditions for agreements between the Parties necessary for the dog park Project and will serve as the basis upon which all of the Parties intend to proceed to expend time and resources to obtain such necessary approvals and consents and to negotiate and execute the agreements required to accomplish the tasks outlined herein and although the planning, development, design and construction, operation, management, use and occupancy of the dog park shall be subject to the terms of more definitive agreements which will encompass issues not addressed in this Term Sheet, the Parties agree that the terms and conditions of the Term Sheet will be incorporated into such other documents. It is the

further intent of the Parties that this Term Sheet not provide for entitlements in land or development, such entitlements being the subject of other actions by public entities or of permits to be sought at later times. The Parties intend that the planning, development and construction of the projects set forth in this Term Sheet be a cooperative, mutual endeavor in which the Parties actively participate and work together, in good faith and with due diligence.

Section 1.2 Public Agency Discretion Under CEQA. The Parties fully recognize the importance of and need for analysis, review, and approval of the proposed dog park, including environmental review. The Parties fully understand and acknowledge that the CSD, as lead agency for environmental review, and the County, as responsible parties, will fully consider the information presented in the environmental documents and that each retains and must exercise its independent judgment and discretion to (i) propose modifications to the project or additional mitigation measures as may, in its sole discretion, be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts, including the no project alternative against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and/or (iii) determine not to proceed with the dog park. No legal obligations will exist unless and until the Parties have negotiated, executed and delivered mutually acceptable agreements, subject to all applicable governmental approvals.

Section 1.3 Effective Date; Termination. This Term Sheet shall become effective upon its execution by all Parties and, unless otherwise agreed to in writing by the Parties, shall expire on [Month/Day], 2018 or as mutually agreed upon by the Parties.

By signing below, the Parties evidence their general agreement with the provisions of this Term Sheet and agree to use this Term Sheet as the framework for the good faith negotiations of binding definitive agreements. Any agreements resulting from negotiations will become effective only if and after such agreements have been considered and approved by the Parties.

County of San Luis Obispo

Los Osos Community Services District

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