

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, December 10, 2025** at the SLO Vets Hall Lounge, located at 801 Grand Avenue, San Luis Obispo, CA 93401.

Staff reports and agenda documents, if applicable, are posted at www.slocounty.ca.gov/zone9

AGENDA

1. Introductions and Roll Call
2. Approval of April 9, 2025 Meeting Minutes
3. Approval of August 13, 2025 Meeting Minutes
4. Waterway Management Plan Updates:
 - a. Vegetation Management Plan
 - b. Model Update
 - c. Stream Gauges (Avila, Marsh)
 - d. Open Discussion on WMP Update
5. Consider Endorsing the City's Fiscal Year 2026-2027 Workplan
6. Ongoing Updates
 - a. Mid-Higuera Bypass Project
 - b. Creek Maintenance
 - c. Arundo Removal
7. 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.
8. Future agenda items

Next Regular Meeting

Wednesday, February 11, 2026 at 1:30 PM
SLO Vets Hall Lounge
801 Grand Avenue, San Luis Obispo, CA 93401

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

Meeting Minutes – Wednesday, April 9, 2025

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

Members Attending:

Wayne Peterson, County At-Large (Chair)
Brian Nelson, City Staff (Vice Chair)
Michelle Shoresman, City Council
Christine Mulholland, City At-Large

Non-Voting Members and Guests Attending:

Wyatt Bunker-Hix, City of San Luis Obispo
Freddy Otte, City of San Luis Obispo
Brendan Clark, County of San Luis Obispo
Troy Barnhart, County of San Luis Obispo
Josh Porter, County of San Luis Obispo

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 11, 2025 meeting minutes

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

C. Mulholland asks about the spelling of Stephnie Wald's name and the voting record for the Annual Workplan budget request, which was recorded as "(5-1-0)".

B. Clark notes that staff will verify the spelling of Member Wald's first name and will correct the voting record for the Annual Workplan budget request to reflect J. Hall's abstention, making it "(5-0-1)".

C. Mulholland moves to approve the September 11, 2024 meeting minutes, as corrected.

M. Shoresman seconds the motion.

Motion passes (4-0-0).

3. Waterway Management Plan

a. Receive an update from Staff on the Proposed Stream Gauge at San Luis Bay Drive and Consider Actions

W. Peterson introduces the item and T. Barnhart presents on the progress of the San Luis Obispo Creek stream gauge project near Avila Beach, a grant-funded initiative first

presented on December 11, 2024. The District Board of Supervisors will consider a resolution for agreement execution on April 29, 2025. Staff requests Advisory Committee endorsement of the project as detailed in the attached Draft Resolution and Board Letter.

M. Shoresman asks how operational costs will be funded after the stream gage is installed. T. Barnhart and B. Clark respond.

M. Shoresman moves to endorse the project for approval by the District Board of Supervisors. C. Mulholland seconds the motion.

Motion passes (4-0-0)

b. Open Discussion on WMP Update

W. Peterson introduces the item and B. Clark discusses the development of a technical memo related to additional stream gage locations and asks if the City has an updated Council date for the updated reimbursement agreement. B. Nelson responds.

4. Receive Presentation from Staff on the Avila Beach First Street Drainage Study

W. Peterson introduces the item and J. Porter presents an update on the Avila Beach First Street Drainage Study. Components 1 (Peer Review) and 2 (Pump Station Alternatives Analysis) of the study are complete. Work efforts to develop a Project Execution Plan and select the preferred design alternative are ongoing. Pursuing the necessary approval and funding will drive future phases of the project.

C. Mulholland asks if elevation was considered when the parking lot was being constructed, and if they added any new structures to the drainage system. J. Porter responds.

C. Mulholland asks if beach erosion results from pumping water onto the beach during emergency flood events. J. Porter responds.

B. Nelson asks if seepage into manhole covers contributed to the Avila Beach wastewater facility almost spilling over.

C. Mulholland asks who will be responsible for paying for the preferred project and/or ongoing pumping costs. B. Clark responds.

W. Peterson comments on the importance of establishing a Zone 9 budget policy or guidance for funding projects.

Committee Members and staff discuss past creek maintenance and flood mitigation projects, the scope and role of Zone 9 participating in the project, and the involvement of partner agencies in finding/funding solutions.

5. Ongoing Updates

Written updates are included in the meeting agenda packet

a. Mid-Higuera Bypass Project

B. Nelson provides a verbal update on the Mid-Higuera Bypass Project.

W. Peterson asks if the June Zone 9 Advisory Committee meeting can be held at the project site. B. Nelson and B. Clark respond.

b. Creek Maintenance

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

c. Arundo Removal Updates

F. Otte provides a verbal update on Arundo removal activities.

d. Avila Beach First Street Drainage Study

No additional updates.

6. Public comment

W. Peterson proposes moving future Zone 9 Advisory Committee meetings to the SLO Vet's Hall.

7. Future agenda items

Zone 9 budget guidance and policy discussion.

Meeting adjourned at approximately 2:50 PM

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

Meeting Minutes – Wednesday, August 13, 2025

*Agendas and meeting materials can be viewed at: <https://www.slocounty.ca.gov/Zone9>
A recording of this meeting can be viewed at: <https://www.youtube.com/watch?v=i1QpyZNgo88>*

Members Attending:

Brian Nelson, City Staff (Vice Chair)

Emily Francis, City Council

Christine Mulholland, City At-Large

Stephnie Wald, County At-Large

Non-Voting Members and Guests Attending:

Brendan Clark, County of San Luis Obispo

Joey Steil, County of San Luis Obispo

Troy Barnhart, County of San Luis Obispo

Josh Porter, County of San Luis Obispo

Gabriel Munoz-Morris, City of San Luis Obispo

Dan Garson, Trumark Homes

Scott Smith, Stillwater Sciences

Rachel Hawthorne, Wallace Group

Sara Sternberg, Creek Lands Conservation

1. Introductions and roll call

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

2. Approval of April 9, 2025 meeting minutes

B. Nelson introduces the item and asks for comments from the Committee.

The Committee suggests bringing this item back at a future meeting since only two Members present had been in attendance during the April 9th meeting.

This item will be agendized for the next regular meeting.

3. Receive and file District Staff Memorandum “Updates to East Fork SLO Creek Working Hydraulic Model”

B. Nelson introduces the item, and T. Barnhart presents on the memorandum of updates to the East Fork SLO Creek Working Hydraulic Model. Committee Members and attendees ask clarifying questions throughout the presentation, in addition to the following.

C. Mulholland asks if staff were aware of bulldozer activity in the creek and what the work entailed. B. Nelson and T. Barnhart responds.

4. Waterway Management Plan

a. Receive an update from Staff on the WMP Model Update and Provide Feedback

B. Nelson introduces the item, and B. Clark and T. Barnhart present on the Waterway Management Plan Model Update. Committee Members and attendees ask clarifying questions throughout the presentation, in addition to the following.

C. Mulholland asks whether staff will be reviewing the full plan and project lists rather than only specific components, and whether sections of the document will be removed or added as part of that process. T. Barnhart responds.

S. Wald comments on the iterative nature of the components and how the proposed work appears to be organized in buckets/categories, noting that a table of contents for the document would be helpful. B. Clark responds.

C. Mulholland asks if a new map of the entire watershed would be created after the proposed topo surveys are completed. T. Barnhard responds.

S. Wald comments on recently completed survey data from Creek Lands and other agencies that is available for reference. T. Barnhart responds.

S. Wald comments on vegetation roughness modeling and how it can help inform and improve the management schema. T. Barnhart responds.

E. Francis asks whether the modeling also takes into account rock substrate or other manmade impediments. T. Barnhart responds.

B. Nelson asks whether the underlying topography of the channel that dictates capacity is manually surveyed in addition to LiDAR. T. Barnhart responds.

S. Wald asks if any consultants are using AI for their watershed modeling work. T. Barnhart responds.

C. Mulholland asks if there is a FEMA office located in our region. T. Barnhart responds.

S. Wald comments on the SLO Creek Resiliency and Rewilding Project and Action Plan. B. Clark responds.

b. Stream Gauges (Avila, Marsh)

B. Nelson introduces the item, and B. Clark provides verbal updates on funding and planning efforts for the Marsh Street gauge, as well as a new gauge planned for San Luis

Bay Drive near Avila. The new gauge is grant-funded and is scheduled to be installed by the USGS next year.

c. Open Discussion on WMP Update

No further questions/comments on the WMP.

5. Ongoing Updates

Written updates are included in the meeting agenda packet

a. Mid-Higuera Bypass Project

B. Nelson provides a verbal update on the Mid-Higuera Bypass Project.

C. Mulholland comments on the July Zone 9 meeting, which was held at the project location, noting she was impressed by the large scope of the project, the contractor's implementation of the work, and the overall progress being made.

b. Creek Maintenance

No verbal updates.

c. Arundo Removal Updates

No verbal updates.

6. Public comment

None.

7. Future agenda items

B. Clark requests a Committee update/presentation on the Creek Lands Resiliency and Rewilding Project Action Plan.

Meeting adjourned at approximately 2:42 PM.

TO: **Zone 9 Advisory Committee**
FROM: **Brendan Clark, Secretary**
DATE: **December 10, 2025**
SUBJECT: **Consider Endorsing the City's Fiscal Year 2026-2027 Workplan**

Recommendation:

Staff recommends endorsing the City of San Luis Obispo Fiscal Year 2026-27 Annual Workplan.

Discussion:

Per the Agreement between the SLO County Flood Control and Water Conservation District (District) and the City of San Luis Obispo (City), the City is to provide a Work Plan that "shall include a description and budget for the work activities proposed by the City for the upcoming fiscal year" (Paragraph B).

To that end, the Fiscal Year 2026-27 Work Plan is attached.

For the District, funding approved by the Board and unspent in FY 2026-27 for Waterway Management Plan Updates, Stream Gauge Enhancements at Marsh Street and San Luis Bay Drive, and County Maintenance will carry forward.

Attachments:

1. City 2026-27 Workplan
2. District / City Agreement (2025)



Public Works

919 Palm Street, San Luis Obispo, CA 93401-3218
805.781.7200
slocity.org

Date: December 10, 2025

To: Brenden Clark, Water Resources Engineer – County of San Luis Obispo
From: Brian Nelson, City Engineer - City of San Luis Obispo

Subject: 2026-2027 Zone 9 Budget Request

Based on the current status and future needs to continue making progress on several projects, the City is requesting the following funding from Zone 9 for the 2026-2027 Fiscal Year.

Project Name	Requested FY 2026/27
General Creek Maintenance	\$218,000
General Creek Maintenance in County Areas	\$30,000
Silt Removal	\$250,000
Mid-Higuera Bypass	\$75,000
WMP Update	\$30,000
Total	\$603,000

General Creek Maintenance and Debris Removal

\$183,000 to fund ongoing general creek maintenance which includes channel clearing, including removal of trees, vegetation, debris, and arundo from creeks to facilitate water conveyance. In addition to the standard tree and vegetation management, the City has a comprehensive street sweeping program which aids in reducing the amount of silt and debris that is deposited into the creeks by removing it while in the public right-of-way. Continuing this proven practice has will be beneficial in ensuring the creek channels are clear. Funding is planned to be used as follows:

1. Contract Labor - Channel Clearing: \$115,000
2. Channel Tree Removals: \$50,000
3. Debris Disposal: \$25,000
4. Arundo Removal: \$28,000

General Creek Maintenance in County Areas

\$30,000 to fund ongoing assessment and maintenance of creeks and waterways that come into or leave the City and cross County jurisdictional area. This continues to be an expansion of the existing work program the City currently undertakes in City-limits. Prioritization will be completed where flooding or backwatering has occurred in the past to ensure proper drainage exists. Funding is planned to be used as follows:

1. Creek Assessment and mapping: \$3,000
2. Contract Labor/Tree Contractor - Channel Clearing: \$25,000
3. Vegetation Disposal: \$ 2,000

Silt Removal

Existing funding to support Silt Removal is approximately \$313,000. Each year City staff assess several creek locations for silt accumulation and focus future projects in the areas that have the highest benefit to the creek system. The existing funds, in addition to the requested appropriation of \$250,000, will support design surveys, permitting work, mitigation and silt removal construction work at locations selected for projects in Fall 2026. It is anticipated that City will include the following locations for silt removal construction in 2026:

- Prefumo Creek downstream of Madonna Road
- San Luis Obispo Creek Bypass Channel at Prefumo Creek
- San Luis Obispo Creek at Los Osos Valley Road Bridge at East Barrel
- Tank Farm at Hollyhock Way
- Larkspur Street at Goldenrod Lane Culvert
- San Luis Obispo Creek at Santa Rosa Street Bridge (Initiate planning/design work)

Mid Higuera Bypass

Mid-Higuera Bypass project design was completed in August of 2024 and a construction contract was executed with Souza Engineering Contracting Inc on November 6, 2024. Construction began in January of 2025 and is expected to conclude by Spring of 2026.

The City is requesting an additional \$75,000 to supplement the construction contingency for maintenance-related work included in the Mid-Higuera Bypass project. This budget increase will provide flexibility to address potential scope changes resulting from pending amendments to the City's Lake and Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Mid-Higuera Bypass. These amendments may affect required tree mitigation ratios and the implementation of the project's Habitat Mitigation and Monitoring Program, developed by County environmental staff. The additional contingency will ensure sufficient funding to cover any increased tree mitigation plantings, associated irrigation and maintenance, and ongoing erosion control needs that may arise following construction completion.

WMP Update

The City of San Luis Obispo, in support of the approved Reimbursement Agreement for work in County areas, would like to request funding of \$30,000 to contract with an environmental consultant for permitting services in County jurisdictional areas for vegetation management. This effort will dovetail with existing City led efforts for vegetation management and permitting within City limits and support a larger vegetation management effort in priority areas. East Fork San Luis Obispo Creek, in County jurisdictional area, is the focus for this initial effort and is not currently addressed in the WMP.

AMENDMENT NO. 1 TO REIMBURSEMENT AGREEMENT BETWEEN THE SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND THE CITY OF SAN LUIS OBISPO FOR WATERSHED MAINTENANCE AND EDUCATION PROGRAM

This Amendment No. 1 to Reimbursement Agreement ("Amendment No. 1") is entered into 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, on or about September 28, 2021, the Parties entered into a Reimbursement Agreement ("Agreement") that provides the terms and conditions under which they will coordinate on San Luis Obispo Creek watershed maintenance and education activities, attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, Section A.1 of the Agreement contains a list of activities for which the City shall be eligible for reimbursement from the District; and

WHEREAS, the Parties desire to amend the Reimbursement Agreement to reflect that the 2004 Waterway Management Plan and its associated technical studies may require maintenance and updating as appropriate to address evolving physical, regulatory, and financial conditions and to expand the list of activities eligible for reimbursement under the Reimbursement Agreement to include tasks related thereto.

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:

Paragraph 1: Section A.1 of the Reimbursement Agreement shall hereinafter read as follows:

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 Water Management Plan originally adopted by the City on October 21, 2003 and District by Resolution 2004-51 on February 10, 2004.

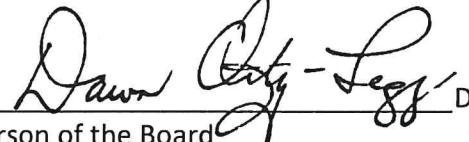
Paragraph 2: Except as expressly modified by this Amendment No. 1, all terms and provisions of the Reimbursement Agreement shall remain in full force and effect.

Paragraph 3: This Amendment No. 1 shall be effective as of the date it has been signed by both Parties.

Paragraph 4: This Amendment No. 1 may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

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: 9/23/25
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

ATTEST: *Matthew P. Pontes, Ex-Officio Clerk of the Board of Supervisors*

By: Nini Martin Date: 9/23/25
Deputy
Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

The undersigned Deputy Clerk of the Board of Supervisors certifies that, pursuant to Section 25103 of the Government Code, delivery of this document has been made on 9/23/25

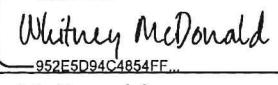
MATTHEW P. PONTES
Ex-Officio Clerk of the Board of Supervisors
By: 
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By:  Date: February 7, 2025
Deputy County Counsel

CITY OF SAN LUIS OBISPO

Signed by:
By:  Date: 8/21/2025 | 7:56 AM PDT
Whitney McDonald
City Manager

APPROVED AS TO FORM AND LEGAL EFFECT:

J. Christine Dietrick
City Attorney

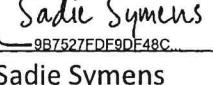
DocuSigned by:
By:  Date: 8/21/2025 | 7:43 AM PDT
Sadie Symens
Deputy City Attorney

EXHIBIT A
REIMBURSEMENT AGREEMENT

**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 September 28, 2021 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 (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.

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 and web sites.

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 permission needed to accomplish any work done by the City outside of City limits.

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 for Conduct Within City Limits.

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, including reasonable legal counsels' fees and costs of litigation, causes of action, including but not limited to inverse condemnation 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. However, neither Party shall be indemnified hereunder for any loss, claims, demands, liabilities, costs, expenses, damages, or causes of action resulting from the sole negligence or willful misconduct of the other Party occurring within City limits.

3. Indemnification for Conduct Outside of City Limits.

4. To the fullest extent permitted by law (including, but not limited to California Civil Code Sections 2782 and 2782.8), the District shall indemnify, defend, and hold harmless the City, and its elected officials, officers, employees, volunteers, and agents ("City Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation, arising from all conduct by either Party outside of City limits in furtherance of the Parties' obligations under this Agreement. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from the either Party's conduct outside of City limits in furtherance of its obligations under this Agreement, the District shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims. However, the City shall be responsible for any loss, claims, demands, liabilities, costs, expenses, damages, or causes of action resulting from the sole negligence or willful misconduct of the City occurring outside of City limits. 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.

5. 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: LYNN COMPTON
Chairperson of the Board
San Luis Obispo County Flood Control and
Water Conservation District
State of California

Date: September 28, 2021

ATTEST:

By: WADE HORTON
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California
By: Jean N. Christensen
Deputy Clerk

Date: September 28, 2021

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

By: _____
Deputy County Counsel

Date: _____

CITY OF SAN LUIS OBISPO

By: Derek Johnson
Derek Johnson
City Manager

Date: 9/9/21

APPROVED AS TO FORM AND LEGAL EFFECT:

By: J. Christine Dietrick
J. Christine Dietrick
City Attorney

Date: 9/9/2021

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL

County Counsel

By: 
Deputy County Counsel

Date: 01-31-21

CITY OF SAN LUIS OBISPO

By: _____ Date: _____
Derek Johnson
City Manager

APPROVED AS TO FORM AND LEGAL EFFECT:

J. Christine Dietrick

City Attorney

By: _____ Date: _____

Ongoing Updates

TO: **Zone 9 Advisory Committee**

FROM: **Brian Nelson, City Engineer, City of San Luis Obispo**

Kate Shea, Principal Environmental Specialist, County Public Works

DATE: **December 10, 2025**

SUBJECT: **Mid-Higuera Bypass Project Updates**

Wallace Group completed final design work in August 2024, and the project was publicly advertised from September 12th to October 10th. The City held a public bid opening on October 10th, 2024, and Souza Engineering Contracting Inc. was the low bidder with a bid of \$8,546,961.73. The City awarded a contract with Souza Engineering Contracting Inc. on November 2nd, 2024.

Since August, Souza has continued work on the project, bringing it near completion. All major work within the creeks has been completed, including bypass channel grading, bench grading, and sediment removal under Marsh Street Bridge. All creek diversions were removed prior to the end of October, and the thalweg has been restored.

The Bianchi Lane Bridge girders were installed, and the concrete bridge deck, curb, and guard rails installed. Bianchi Lane is currently being repaved to match the new alignment and elevation of the newly installed bridge. Once paving is completed, the contractor will remove the temporary bridge that was installed while Bianchi Lane was being reconstructed.

Invasive species removal has been ongoing throughout the project area since September and will remain ongoing through the end of the year and into 2026. The contractor has made substantial progress and is nearing completion of this task. Following the completion of the invasive removal by hand, the contractor will scatter a native seed mix to encourage growth in these areas.

In addition to invasive removal, almost all container stock plantings have been completed. Over 300 trees and 400 shrubs were planted as part of this project in an effort to establish a healthy and resilient creek corridor.

Remaining items will be addressed in the coming months, with final completion expected by mid-February. Upcoming work will include the activation of the irrigation systems to water the container stock planting, site fencing and access control, and other final punch list items.

TO: **Zone 9 Advisory Committee**
FROM: **Freddy Otte, Biologist, City of San Luis Obispo**
DATE: **December 10, 2025**
SUBJECT: **Creek Maintenance Updates**

Creek Inspections have been ongoing with the recent storms but no debris jams or significant issues have been encountered. Flows have stayed in the channel even with the most recent storm dropping 5 ¾ inches of rain in downtown San Luis Obispo. The creek rose over 5 feet as recorded by the debris line indicated on the erosion control blanket at the Bianchi Lane Bridge site. Creek between (upper) Marsh Street Bridge and Santa Rosa Street Bridge reviewed with County staff for project to remove failed concrete wing walls in the creek and gabions that extend out into the channel. This project will also be added into the City's CIP list so staff can be assigned to begin working on the project in FY 2026/27.

TO: **Zone 9 Advisory Committee**
FROM: **Jon Hall, Land Conservancy**
DATE: **December 10, 2025**
SUBJECT: **Arundo Removal Updates**

Work in 2025 focused on the section of San Luis Creek from Los Osos Valley Road downstream to the ocean. All previously treated populations were surveyed and treated if needed. The large effort at Los Osos Valley road the last several years is almost complete with only 10 percent of the population showing re-sprouts. With success in the main stem of SLO Creek, we are now moving into the tributaries along See Canyon. There are several large populations in that reach. We are anticipating the need for external grant funds to complete this new reach.