

NIPOMO COMMUNITY SERVICES DISTRICT AGENDA

NOVEMBER 29, 2000

SPECIAL MEETING 10:30 A.M.
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
AL SIMON, VICE PRESIDENT
RICHARD MOBRAATEN, DIRECTOR
ALEX MENDOZA, DIRECTOR
MICHAEL WINN, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SECRETARY TO THE BOARD
JON SEITZ, GENERAL COUNSEL

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

A. CALL TO ORDER AND FLAG SALUTE

B. ROLL CALL

C. PUBLIC COMMENTS PERIOD

PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

D. ADMINISTRATIVE ITEMS

- D-1) WATER AND SEWER RATE ADJUSTMENTS (ORDINANCE NO. 2000-89)
Second Reading and proposed adoption of an ordinance adjusting water and sewer rates
- D-2) REQUEST FOR ANNEXATION NO. 18 (TRACT 2393) NEWDOLL
Annex No. 18, a 2½ ac, 8-lot development at Cyclone & Grande Ave.
- D-3) INSTALLATION OF AUTOMATIC METER READING DEVICES (AMR)
Consideration to award bid to install AMR's

E. OTHER BUSINESS

- E-1) CELL SITE LEASE AGREEMENT
Review and possible approval of standpipe lease site agreement for cell phone antennas with Tacit Communications, Cox PCS Assets

F. CONSENT AGENDA *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approval of Minutes of November 15, 2000 Regular Board meeting
Approval of Minutes of November 17, 2000 Special Board meeting

G. MANAGER'S REPORT


H. DIRECTORS COMMENTS

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL GC\$54956.9
- SMVWCD vs NCSA Santa Clara County Case No. CV 770214 and all consolidated cases.
 - NCSA vs. State Dept of Health Services CV 990706, GC\$54956.9
 - Litigation CPUC Appl. No. A 00-03-029 (Gov. Code \$54956.9)

ADJOURN

The regular Board meetings scheduled for December 6 and December 20, 2000 will be canceled. A Special Board meeting will be held on December 13, 2000.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: NOVEMBER 29, 2000

AGENDA ITEM
NOV 29 2000



WATER AND SEWER RATE ADJUSTMENTS
ORDINANCE NO. 2000-89

ITEM

Second Reading and proposed adoption of an ordinance adjusting water and sewer rates

BACKGROUND

The District has hired a consultant, Perry Louck, CPA, to perform a water and sewer rate study update for the District which is associated with the Replacement Cost Report prepared by Boyle Engineering. Your Honorable Board has had two study sessions on the rate proposals.

At the Special Meeting held on November 17, 2000, the Board reviewed a report from Mr. Louck entitled, "Water and Wastewater Rates Study Update--November 2000". Mr. Louck made his presentation after which, the Board received the report and took public comments. The Board proceeded to have the first reading of Ordinance 2000-89 adjusting water and sewer rates for the District.

The District has advertised the Public Meeting for the rate adjustments in the Adobe Press and the Times Press Recorder. After receiving public comments, now is the time to have the Second Reading and adoption of the ordinance adjusting District water and sewer rates. The new rates will take effect 30 days after adoption.

RECOMMENDATION

After the Board has reviewed the water and sewer rate adjustments and taken public comments, staff recommends that your honorable Board have the Second Reading and adoption Ordinance 2000-89.

Board 2000\Ord 00-89.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING TITLE 3 AND TITLE 4 OF THE
NIPOMO COMMUNITY SERVICES DISTRICT CODE TO
(1) ESTABLISH BI-MONTHLY RATES FOR WATER AND SEWER SERVICE; and
(2) CLARIFY SECTION 3.03.070(A) OF THE DISTRICT CODE**

WHEREAS, it is a major responsibility of the Nipomo Community Services District (District) to maintain adequate levels of revenue, equitably collected from all classes of utility customers, to meet the District's financial commitments; and

WHEREAS, the District commissioned Perry R. Louck, Certified Public Accountant, to perform a WATER AND WASTEWATER RATE STUDY UPDATE (herein the STUDY). The STUDY includes an analysis of both the water and wastewater operating rates and charges for the Town Division and Black Lake Divisions. The intent of the STUDY is to assess the District's revenue requirements and to provide an independent evaluation of the equity of the District's current rate structure. The STUDY further identifies a new rate structure for the Town Division and Black Lake Division that enables the District to meet revenue requirements, provide for replacement of aging facilities and to maintain fairness and equity among ratepayers; and

WHEREAS, the STUDY was received and filed on November 17, 2000; and

WHEREAS, based upon facts and analysis presented by Perry R. Louck, the STUDY, the Staff Report, and public testimony received, the Board of Directors finds:

A. The public meetings adopting this Ordinance have been properly noticed pursuant to Government Code Section 54954.2 (The Brown Act); and

B. The fees, rates and charges that are the subject of this Ordinance do not exceed the estimated reasonable cost of providing the services for which the fees and/or charge or charges are imposed; and

C. That the public benefits from the logical, long-range approach to financing of public facilities:

NOW, THEREFORE, BE IT ORDAINED, by the Board of Directors of the District as follows:

Section 1. Authority.

This Ordinance is enacted pursuant to Government Code Sections 61600(a) and (b), 61621, 61621.5.

Section 2.

Appendices A and B to Chapter 3.03 of the District Code are repealed in their entirety and replaced with the bimonthly rates and charges reflected in Exhibit A attached hereto and incorporated into this Ordinance by reference.

Section 3.

Exhibit B to Chapter 4.12 of the District Code is hereby repealed in its entirety and replaced with the bimonthly rates and charges reflected in Exhibit B attached hereto and incorporated into this Ordinance by reference.

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

Section 4.

Section 3.03.070(A) of the District Code is repealed in its entirety and replaced with the following:

At least ten days before any proposed discontinuance of residential water and/or sewer service for nonpayment of a delinquent account respecting such service, the District shall mail a notice, postage pre-paid, to the customer to whom the service is billed of the proposed discontinuance. Such notice shall be given not earlier than twenty-five days from the date of mailing the District's bill for such service and the ten-day period shall not commence until five days after mailing of the notice. In addition to the ten-day notice provided for in the preceding sentence, the District shall make a reasonable attempt to contact any adult person residing at the premises of the customer by telephone or personal contact at least forty-eight hours prior to any discontinuance of service, except that, whenever telephone or personal contact cannot be accomplished, the District shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of disconnection of service, at least forty-eight hours prior to disconnection.

Section 5. Repeal of Prior Ordinances and Resolutions

All Ordinances, sections of Ordinances and Resolutions that are inconsistent with this ordinance are hereby repealed.

Section 6. Effect of Repeal on Past Actions and Obligations.

This Ordinance does not affect prosecutions for Ordinance violations committed prior to the effective date of this Ordinance, does not waive any fee or penalty due and unpaid on the effective date of this Ordinance, and does not affect the validity of any bond or cash deposit posted, filed or deposited pursuant to the requirements of any Ordinance.

Section 7. Severance Clause.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Ordinance. The Governing Board of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

Section 8. Effect of Headings in Ordinance.

Title, division, part, chapter, article, and section headings contained herein do not in any manner affect the scope, meaning, or intent of the provisions of this Ordinance.

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

Section 9. Effective Date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage it shall be posted in three (3) public places with the names of the members voting for and against the Ordinance and shall remain posted thereafter for at least one (1) week. The Ordinance shall be published once with the names of the members of the Board of Directors voting for and against the Ordinance in the Five Cities Times Press Recorder.

Introduced at a special meeting of the Board of Directors held on November 17, 2000 and passed and adopted by the Board of Directors of the Nipomo Community Services District on the day of November 29, 2000 by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

ROBERT L. BLAIR
President of the Board
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

DONNA K. JOHNSON
Secretary to the Board

JON S. SEITZ
District Legal Counsel

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

EXHIBIT A

WATER RATES AND CHARGES

Appendix A

Bi-Monthly Minimum Charge

All increases shall take effect on **January 1st** of each year.

TOWN DIVISION

(See Footnote 1)

SIZE OF METER	2001	2002	2003	2004	2005	2006
1 INCH OR LESS	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
1 ½ INCH	\$36.00	\$37.80	\$39.70	\$41.70	\$42.30	\$42.30
2 INCH	\$50.00	\$52.50	\$55.10	\$57.90	\$60.80	\$63.80
3 INCH	\$70.00	\$73.50	\$77.20	\$81.00	\$85.10	\$89.30
4 INCH	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
6 INCH	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00
8 INCH	\$188.50	\$188.50	\$188.50	\$188.50	\$188.50	\$188.50

Footnote 1: The above bi-monthly minimum charge for the Town Division reflects the adjusted rate established by Ordinance 99-88 to meet the District's financial obligations relating to the lawsuit entitled Santa Maria Valley Water Conservation District v. The City of Santa Maria, the Nipomo Community Services District, et al. When the District financial obligations regarding this lawsuit have been satisfied, the above rates will be reduced as follows:

SIZE OF METER	1 INCH OR LESS	1 ½ INCH	2 INCH	3 INCH	4 INCH	6 INCH
Reduction	(\$4.50)	(\$6.00)	(\$8.00)	(\$10.00)	(\$10.00)	(\$15.00)

BLACK LAKE DIVISION

All increases shall take effect on **January 1st** of each year.

SIZE OF METER	2001	2002	2003	2004	2005	2006
1 INCH OR LESS	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
1 ½ INCH	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
2 INCH	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
3 INCH	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
4 INCH	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
6 INCH	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

**EXHIBIT A
PAGE 2**

Appendix B

Bi-Monthly Water Rates

All increases shall take effect on **January 1st** of each year.

TOWN DIVISION
(See Footnote 2)

	2001	2002	2003	2004	2005	2006
0 – 40 UNITS	\$0.85	\$0.90	\$0.95	\$1.00	\$1.05	\$1.10
OVER 40 UNITS	\$1.24	\$1.33	\$1.42	\$1.51	\$1.60	\$1.68

Footnote 2: The above 0-40 unit charge for the Town Division reflects the adjusted rate established by Ordinance 99-88 to meet the District's financial obligations relating to the lawsuit entitled Santa Maria Valley Water Conservation District v. The City of Santa Maria, the Nipomo Community Services District, et al. When the District's financial obligations regarding this lawsuit have been satisfied, the above rate for the 0 – 40 units will be reduced by \$0.05.

BLACK LAKE DIVISION

All increases shall take effect on **January 1st** of each year.

	2001	2002	2003	2004	2005	2006
0 – 40 UNITS	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
OVER 40 UNITS	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15	\$1.15

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

EXHIBIT B

Appendix to Chapter 4.12
Exhibit B

Bi-Monthly Sewer User Fees

All increases shall take effect on **July 1st** of each year.

TOWN DIVISION

	2001	2002	2003	2004	2005
PER DUE	\$36.40	\$36.50	\$36.70	\$36.80	\$37.00

Montecito Verde II Sewer Maintenance District \$28.00 per DUE (See Footnote 1)


Footnote 1: Upon connection to the Town Division Wastewater Treatment Plant, the Montecito Verde II operation and maintenance charge shall be the same as the charges collected from sewer customers in the Town Division.

BLACK LAKE DIVISION

All increases shall take effect on **July 1st** of each year.

	2001	2002	2003	2004	2005
PER DUE	\$44.50	\$46.00	\$47.50	\$49.00	\$50.70

TO: BOARD OF DIRECTORS
 FROM: DOUG JONES
 DATE: NOVEMBER 29, 2000

AGENDA ITEM 
 NOV 29 2000

REQUEST FOR ANNEXATION
 ANNEX NO. 18 (NEWDOLL)
 TRACT 2393

ITEM

Proposed annexation of Tract 2393, an 8-lot, 2½ acre development at Cyclone & Grande Ave.

BACKGROUND

The District received a request from Mr. Robert Newdoll to annex Tract 2393, an area of approx. 2½ acres at Cyclone and Grande Avenues. The District has the capacity to provide water and sewer service to this 8-lot development. The proposed annexation is within the Nipomo Community Services District Sphere of Influence as established by LAFCO and is scheduled for LAFCO'S consideration on November 16, 2000.

The District's present annexation policy requires the applicant to bring his own water supply as established by District Resolution 96-576. The applicant has previously annexed other property to the District and has chosen the retrofit program to provide a water supply for his development.

The water and sewer services needed for this annexation are as follows:

Tract	Area	Lots	Retrofits required	Estimated water use	Total Water	Estimated wastewater flow
2393	2½ ac.	8	64	0.40/lot	3.2 ac/ft/yr	.002 MGD

The following is an inventory of possible retrofits within the District.

Annexation No.	Number of lots	Number of retrofits needed
15	approx.87	approx.696
17	approx.37	296
Total retrofits encumbered (est)	124	992
Retrofits reserved for school District		400
18 (Proposed)	8	64
Total retrofits allocated		1456 (424 completed)
Estimated retrofits available in the District		1600
Balance Available		176

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: NOVEMBER 29, 2000
PAGE TWO

REQUEST FOR ANNEXATION
TRACT 2393
ANNEX NO. 18 (NEWDOLL)

WATER AND SEWER CAPACITY

WATER

The Town Division wells pumping at 80% capacity will produce approximately 2640 gpm or about 4200 AFY.

Based on the SLO County General Plan, the District (at build-out) will need a water supply of approx. 2500 AFY. The present production capacity will meet or exceed the necessary built-out supply. Additional infrastructure may be needed to meet peak hourly and day demands.

SEWER

Existing Town Division sewer flows are approx. 0.4 MGD. The existing Southland wastewater treatment plant has a design capacity of 0.9 MGD, which should be close to build-out flow requirements.

PROPERTY TAX EXCHANGE

Your Honorable Board approved the property tax exchange with the county at the regular Board meeting of November 15, 2000. This was 6.2124% of the increment increase value.

Conditions for Annex. #18 to be annexed to the District

1. Enter into an annexation agreement with the District to provide required number of retrofits.
2. Pay annexation fee
3. Enter Plan Check and Inspection Agreement
4. Construct water and sewer improvements
5. Pay all district fees associated with this development
6. Process and receive approval of LAFCO requirements

RECOMMENDATION

Staff recommends that your Honorable Board approve the request for Annexation #18 into the Nipomo Community Services District with the above mentioned requirements with the applicant entering into an annexation agreement with the District.

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 00-Annex 18**

**A RESOLUTION OF THE
BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
CONDITIONALLY APPROVING
THE ANNEXATION OF APPROXIMATELY 2.5 ACRES
LOCATED AT THE INTERSECTION OF CYCLONE
AND GRANDE STREET, NIPOMO, CALIFORNIA
ANNEXATION NO. 18**

WHEREAS, Annexation No. 18, ROBERT NEWDOLL ("Applicant"), is the property owner of 2.5 acres of certain real property located at the intersection of Cyclone and Grande, Nipomo, California; and

WHEREAS, Applicant desires to annex property to the NIPOMO COMMUNITY SERVICES DISTRICT ("**DISTRICT**"); and

WHEREAS, Applicant commenced annexation proceedings through the LOCAL AGENCY FORMATION COMMISSION ("LAFCO Commission") to annex 2.5 acres;

WHEREAS, LAFCO approved the Annexation No. 18 (2.5 acres) on November ____, 2000 conditional upon the District approval by resolution of the proposed annexation; and

WHEREAS, the District and the County have approved the property tax rate exchange for the modified Annexation No. 18; and

WHEREAS, this item was properly placed on the agenda for **DISTRICT** consideration pursuant to the Ralph M. Brown Act; and

WHEREAS, based upon the facts and analysis presented by the Applicant, the Staff Report, public testimony received, the Board of Directors of the **DISTRICT** finds:

- A. That the above recitals are true and correct.
- B. That the proposed annexation is consistent with both **DISTRICT** and LAFCO annexation policies. Said policies and supporting material are attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED AS FOLLOWS:

That the Board of Directors of the **DISTRICT** does approve the annexation of the Applicant's property, subject to the following conditions:

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2000-ANNEX 18
PAGE TWO**

1. The Applicant has received the required approvals and clearances from the LAFCO Commission and the County of San Luis Obispo, including but not limited to compliance with the California Environmental Quality Act and the Cortese Knox Local Government Reorganization Act.
2. The issue of the property tax exchange has been resolved between the **DISTRICT** and the County of San Luis Obispo.
3. The property owners in Annexation No. 18 enter into an agreement with the **DISTRICT** to:
 - (a) Supply infrastructure to and within the proposed area of annexation at no cost to the **DISTRICT**.
 - (b) Pay all **DISTRICT** fees and costs associated with the annexation, including but not limited to the **DISTRICT** annexation fees.
 - (c) Provide retrofitting at the rate of 2:1 to meet the proposed development and District's water requirement needs.
4. The Applicant complies with all additional conditions that may be imposed by the **DISTRICT** through the date of annexation.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services **DISTRICT** this 29TH day of November, 2000, on the following roll call vote:

AYES: Directors
NOES:
ABSENT:
ABSTAIN:

Robert L. Blair, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

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**RESOLUTION 00-Annex 18
ATTACHMENT "A"**

**PROPOSED MODIFIED ANNEXATION NO. 18 - NEWDOLL
STATEMENT OF FINDINGS AND SUPPORTING DOCUMENTATION**

A. CONSISTENCY WITH DISTRICT POLICIES

1. DISTRICT GENERAL POLICIES.

It is the intent of the **DISTRICT's** annexation policy to review all requests for annexation on the basis of adequacy of resources, consistency with the General Plan of San Luis Obispo County, and the policies of the Local Agency Formation Commission and consistency with the **DISTRICT's** philosophy to provide services at the lowest cost to its residents.

- 1.1 The owners are willing to accept all conditions for service required by the **DISTRICT**. (District Annexation Policy--Section III{A})

Yes. See Condition 4 to Resolution.

- 1.2 Requests for annexation solely for sewage services to the exclusion of water services will not be considered. (Section III{A})

Not applicable. Applicant requesting both water and sewer service.

- 1.3 The proponent of the annexation must submit a comprehensive development plan in sufficient detail to disclose the full impact of the annexation on the **DISTRICT's** long term water resources, water distribution facilities, sewage services, financial programs. (Section III{B})

The **DISTRICT** Town Division's present pumping capacity at 80% is approximately 2640 gpm or about 4200 ac/ft per year. Projections of the **DISTRICT's** water needs to the year 2010, based on the South County General Plan and an average consumption rate of one-half acre foot per year per account would be approximately 2600 ac/ft per year. This number corresponds with the Boyle Engineering Master Plan, indicating that the population would be approx. 15,000 by the year 2010 and that the **DISTRICT** water needs would be 2582 ac/ft per year. The Boyle Report also indicates that the **DISTRICT** will need additional storage and well production to meet peaking capacity during the summer months. These future improvements will be "capital expenditure" items. The **DISTRICT** is proceeding with a rate study and financial plan to meet these capital needs for future water and sewer improvements.

RESOLUTION 00-Annex 18
ATTACHMENT "A"

The **District**, with the completed expansion of the Southland wastewater treatment facility, will have sewer capacity adequate to meet the proposed annexation and future flows of the **DISTRICT**.

The projected water use for the proposed Annexation No. 18 is approx. 32 ac/ft per year. A condition of this annexation, since there is no water source supplied with it, is that the applicant enter into the District's retrofit program to develop a water source for this development. The needed equivalent of retrofitting the developers proposed development on a 2:1 basis is 8 units/new dwelling unit.

Sewer flows are estimated to be 0.002 MGD

- 1.4 The **DISTRICT's** approval of the annexation will be conditioned upon the proponent obtaining all County approvals before the annexation becomes effective. (Section III{B})

The proposed annexation has received the County Property Tax Exchange and LAFCO approvals

- 1.5 The proponent must demonstrate a need for **DISTRICT** services. (Section III{C}).

To develop the property in conformance with the County's zoning water and sewer services are needed.

- 1.6 The proposed annexation will provide benefit to the current residents within the **DISTRICT**. (Section III{C})

As discussed in paragraph 1.3, the District's primary water supply is from the Nipomo Groundwater Basin. Areas developed on the Mesa, whether within the District or outside the District boundary, will be using this water source for such development. It may be in the District's best interest to extend the District boundaries so that the District would have some control over water consumption, conservation, contaminants, etc. associated with the groundwater basin. The District by expanding its area would enlarge its user base, therefore, take advantage of the "economy of scale" with respect to all users in the District.

A disadvantage of extending the District boundaries would be that if some extraction limitation were imposed on the District water supply, then the existing users would have to share a limited water supply with new areas coming within the jurisdiction of the District.

RESOLUTION 00-Annex 18
ATTACHMENT "A"

2. SPECIFIC POLICIES RE UNDEVELOPED PROPERTY.

The property that is the subject of this annexation is not developed to the maximum land use intensity permitted by the County's General Plan and is therefore subject to the following additional requirements:

- 2.1 The land must be located within **DISTRICT's** Sphere of Influence.
(Section V{B})

Yes. The subject property is within the **DISTRICT's** sphere of influence and urban service area.

- 2.2 The land must be immediately adjacent to the **DISTRICT'S** Facilities, or the proponent is willing to extend adequate facilities at no cost to the **DISTRICT**. (Section V{B})

The subject property is contiguous to the **DISTRICT'S** boundary. The applicant proposes to provide water and sewer service to the property as follows:

1. Extension of water lines to the property.
2. Extension of sewer lines and lift station as needed to serve the property.

The annexation provides that the Applicant is willing to enter into an agreement with the **DISTRICT** to extend and supply adequate facilities to service the proposed annexation at no cost to the **DISTRICT**. See Condition 3(a) to proposed Resolution.

- 2.3 The proponent will pay for, or provide on site, facilities approved by the **DISTRICT** to satisfy estimated demand for services to the proposed annexation without reducing the ability of the **DISTRICT** to service properties already inside the **DISTRICT** (i.e., the **DISTRICT** may require that sufficient proven water well capacity be available at the development site or other approved location, and dedicated to the **DISTRICT**.
(Section V{B})

See Condition 3 & 4 of proposed Resolution and Sec. 1.3.

- 2.4 The proponent pay all applicable fees. (Section V(B))

See Resolution Condition 3(b).

3. ANNEXATION FEES.

Annexation fees are set a \$500 per acre, or per parcel less than one acre and must be paid at the time of application for annexation.

RESOLUTION 00-Annex 18
ATTACHMENT "A"

B. CONSISTENCY WITH LAFCO POLICIES.

1. Non-contiguous annexations are discouraged.

This is a contiguous annexation and the property is within the **DISTRICT'S** sphere of influence and within the Urban Service Line.

2. Development of vacant land within the **DISTRICT** boundaries is favored over development in fringe areas.

See Section 1.3

3. The Commission discourages annexations of long-term agricultural and open space areas.

Non applicable. The land proposed for annexation is zoned residential, 10,000 sq/ft lots.

4. The **DISTRICT** will be required to demonstrate that it has the capacity to serve the vacant or underutilized parcels within its boundaries.

See Section 1.3.

5. The **DISTRICT** will be required to demonstrate the availability of an adequate, reliable and sustainable supply of water. Further, in cases where a proposed annexation will be served by on-site water source, the proponent will be required to demonstrate its adequacy.

See Section 1.3.

6. The proposed annexation represents a logical and reasonable expansion of the **DISTRICT** boundaries.

Yes. The property is within the **DISTRICT** Sphere of Influence and within the Urban Service Line.

RESOLUTION 00-Annex 18
ATTACHMENT "A"

The Applicant _____ is willing _____ is not willing to deposit annexation fees prior to delivery of the attached Resolution and agrees that the **DISTRICT** will charge against the annexation fees for administrative time and costs, including legal fees, for processing this conditional Resolution and the conditions stated in the Resolution. The **DISTRICT** agrees to reimburse Applicant for the balance of said deposit if Applicant's application is terminated prior to the actual date of annexation.

(Signature of Applicant)

Applicant to mark the appropriate box and initial



JAMES MICHAEL MCGILLIS
PROFESSIONAL LAND SURVEYOR
PO BOX 1446 NIPOMO CA. 93444
231 HAZEL LANE NIPOMO CA. 93444
PHONE (805)489-4343 FAX (805)929-2941
EMAIL JAMES_MCGILLIS@yahoo.com

30 October 2000

NIPOMO COMMUNITY SERVICES DISTRICT

ATTN: Doug Jones, General Manager

Subject: Annexation No. 18 and Vesting Tentative Map Tract 2393

We do hereby request annexation into the District. I have enclosed two copies of the Annexation Map that we have submitted to LAFCO. I have also enclosed a reduced copy of Vesting Tentative Map Tract 2393. We have previously applied for water and sewer service for same.

Sincerely,

J. M. McGillis, PLS 4442

Lic. Exp. 30 Sep. 2001

YE OLDE TYME SURVEY SHOPPE

NIPOMO COMMUNITY SERVICES DISTRICT

Request For Annexation

Property/Project Information and Proposal
(To be completed by Project Proponents/Owners)

1. Property Owner: R. H. Newdoll Construction, Inc.
Address: P. O. Box 364, Grover Beach, CA 93483
2. Developer: R. H. Newdoll Construction, Inc.
3. Engineer: J. M. McGillis, C/O San Luis Engineering
4. Assessor's Parcel Number: 092-123-008
5. Location:
 - A. Text/Legal Description: East one-half of Lot 65 in division B of Calimex Plantation
per map recorded in book 1 of maps at page 23
 - B. Provide Map (attachments)
6. General Description of Project: Subdivide 2.5 acres into 8 lots of approximately 10,000 sq. ft. each
and construct 7 single family residences ranging from 1,600 sq. ft. to
2,200 sq. ft.
7. Services Requested from NCSD:
 - A. Water: Yes
 - B. Sewer: Yes
8. Current Zoning: Residential Single Family
9. Identify any proposed or pending zone changes on the property to be annexed (Ref. District Resolution No. 197):
 - A. Maximum number of units based on current zoning: 8
 - B. Maximum number of units based on proposed zoning: 8
10. Proposed number of Residential Units: Eight
(Describe phased construction plan if applicable)

Note:

In its effort to make a competent and informed annexation decision, NCSD may, at its sole discretion, request additional information from the proponent(s) of the annexation, and/or revise this checklist as NCSD deems necessary.

By signing below, I certify that I am the Owner of said property, or am empowered to act on the Owner's behalf, and that I understand the information provided herein by me or my representatives is true to the best of my knowledge.

Signed: _____

Full Name: Robert H. Newdell Construction, Inc.

Street Address: 150 South 6th Street, Grover Beach, CA 93433

Mail Address (If different): P. O. Box 364, Grover Beach, CA 93483

Home telephone number: (805) 782-9938

Work telephone number: (805) 489-4457

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
NIPOMO COMMUNITY SERVICES DISTRICT
PO BOX 326
NIPOMO, CA 93444

**ANNEXATION AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
NEWDOLL CONSTRUCTION, INC.**

THIS AGREEMENT is made this ____ day of _____, 2000, by and between the Nipomo Community Services District, hereinafter referred to as "District", and Newdoll Construction, Inc. hereinafter referred to as "Applicant" in reference to the following recitals.

RECITALS:

A. Applicant is proposing to annex into the District Assessor's Parcel Number 092-123-008, more particularly described as follows:

East one half of Lot 65 in Division B of Calimex Plantation per map recorded in Book 1 of maps at page 23 in the Office of the County Recorder of San Luis Obispo County.

B. On _____, 2000, District approved Resolution No. 00-____ (Annexation #18) which states in relevant part:

1. The Applicant to receive all required approvals and clearances from the LAFCO Commission and the County of San Luis Obispo, including but not limited to compliance with the California Environmental Quality Act and the Cortese Knox Local Government Reorganization Act.
2. The issue of the property tax exchange has been resolved between the District and the County of San Luis Obispo.
3. The Applicant enters into an agreement with the District to:
 - (a) Supply infrastructure to and within the proposed area of annexation at no cost to the District.
 - (b) Pay all District fees and costs associated with the annexation, including the District annexation fees.
 - (c) Enter into a Retrofit Agreement and provide retrofitting at the rate of 2:1 to meet the proposed development and District's water requirement needs. This retrofitting shall be completed within three (3) years from the date the State Board of Equalization approves Annexation #18. If retrofits are not available, a comparable water savings or supply program may be substituted with the approval of the District. No homes may be constructed without this compliance.

4. The Applicant complies with all additional conditions that may be imposed by the District through the date of annexation.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Payment of Annexation Fees.

Prior to approval of this Agreement, Applicant shall deliver to District \$1,250.00 as annexation fees.

2. Retrofit Plan.

In compliance with § C(2) of Resolution No. 00-____ the applicant agree as follows:

- A. Prior to District issuing a Will-Serve Letter for future development, Applicant will retrofit pursuant to the signed Retrofit Agreement.
- B. The Retrofit Plan shall comply with District calculations and projections. The standard water use per 1991 single family resident is approximately 10,700 gallons/month. This is equivalent to retrofitting single family residences. The 2:1 factor means 8 single family residents (or equivalent) is required to be retrofitted to build one single family residence.
- C. The Retrofit Plan shall be implemented and completed by a licensed plumbing contractor whose license shall be lodged with the District prior to the issuing of a Will-Serve Letter.
- D. Prior to connecting any unit to the District's water and/or sewer system, Applicant will provide District with a plumbing contractor's Certification that the Applicant has complied with and completed the Retrofit Plan described in paragraph 2.A, above.
- E. The Retrofit Plan described in paragraphs 2.A, B, C, and D above shall be completed within three (3) years from the date the State board of Equalization approves Annexation #17.
- F. In the event the Retrofit Plan is not completed as provided in section 2.E above, then the District, in its sole discretion, shall have the option to:
 - (1) Deny service to the real property described in recital A above, or
 - (2) Require Applicant to provide District with an alternate water supply plan, to the satisfaction of District, to provide the water savings referenced in paragraph 2.B above.
- G. Applicant agrees to defend, indemnify and hold District and its officers, agents and employees harmless against any and all claims, causes of action, judgments, damages, liability, losses, costs or expenses, including reasonable

attorneys' fees, brought against the District or suffered or incurred by it, arising out of Applicant's, or Applicant's employees or contractors, performance of the Retrofit Plan.

3. District Plan Check and Inspection Agreement.

Prior to the District issuing a Will-Serve Letter for future development of the annexed area, Applicant will enter into District's Standard Plan Check and Inspection Agreement.

4. Water and Sewer Infrastructure.

Applicant agrees to construct and provide water and sewer service to the area of annexation and the development contained therein, along with easements, if necessary, approved by the District, at no cost to the District.

5. District Fees.

Applicant agrees to pay all District fees and charges for water and sewer service associated with the development in the area of annexation.

6. Incorporation.

The terms and conditions of Resolution No. 00-_____ are incorporated herein and made a part of this Agreement by reference.

7. Assignment.

The provisions of this Agreement shall apply to and bind the successors, grantees, and assigns of the respective parties, but no assignment or transfer of this Agreement, or any part hereof, or interest herein by the Applicant shall be valid until and unless approved by the District in writing.

8. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

9. Agreement.

This Agreement is in addition to, and does not supersede, any other agreement or agreements entered into by and between the parties hereto.

10. Severability.

If any provision or condition of this Agreement is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the court ruling.

11. Indemnity.

Applicant agrees to save, indemnify and hold harmless, the Nipomo Community Services District, its officers, employees and agents, from all liabilities, judgments, costs and expenses, due to

any and all activities related to the implementation of the rights and privileges granted in this Agreement.

12. Notices.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown below:

District

Nipomo Community Services District
P O Box 326/148 South Wilson Street
Nipomo, CA 93444

Applicant

R.H. Newdoll Construction, Inc.
P O Box 364
Grover Beach, CA 93463

13. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

14. Cooperation.

Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

15. Interpretation of this Agreement.

The parties acknowledge that each party and its attorney have reviewed, negotiated and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

16. Venue

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

NIPOMO COMMUNITY SERVICES DISTRICT
ANNEXATION AGREEMENT

17. Agreement to be recorded.

Applicant and District intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation shall serve as constructive notice to all future owners within the annexed area of the obligations Applicant herein.

18. Recitals.

The recitals A and B of this Agreement are incorporated herein by this reference and made a part hereof.

19. Authority to Execute Agreement.

The parties hereby represent that the parties executing this agreement are expressly authorized to do so for and on behalf of the parties.

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

AGREED:

Date: _____, 2000

Applicant
(Applicant's signature to be notarized.)

Applicant
(Applicant's signature to be notarized.)

APPROVED AND ACCEPTED BY THE NIPOMO COMMUNITY SERVICES DISTRICT BY RESOLUTION ADOPTED ON _____, 2000, AND CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER:

Dated: _____, 2000

President, Board of Directors
Nipomo Community Services District

ATTESTED:

APPROVED AS TO FORM:

DONNA K. JOHNSON
Secretary to the Board

JON S. SEITZ
General Counsel

ncsd\annex #18\newdoll tract 2393.doc

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *D*
DATE: NOVEMBER 29, 2000

AGENDA ITEM
NOV 29 2000



INSTALLATION OF AUTOMATIC READING DEVICES (AMR)

ITEM

Consideration to award bid to install Automatic Meter Reading (AMR) devices

BACKGROUND

At the regular meeting of September 20, 2000, your honorable Board approved the purchase of Automatic Meter Reading devices (AMR) from Datamatic to be installed on water meters to improve the efficiency and cost effectiveness of meter reading in the District. The purchase of the AMR devices did not include installation, therefore, the District requested proposals from contractors to install the devices on the water meters. The following six proposals were received.

Contractor	Proposal
Amick Construction (Morro Bay)	\$ 4.50 per unit
West Valley Construction (San Jose)	\$12.00 per unit
Orange County Hydrant & Valve Service (Mission Viejo)	\$12.50 per unit
Central Electric (Santa Maria)	\$14.50 per unit
R.W. Scott Const. (Santa Maria)	\$18.00 per unit
TLC Backhoe (Nipomo)	\$22.50 per unit

Amick Construction Co. from Morro Bay is the apparent low bidder.

RECOMMENDATION

Staff recommends that your Honorable Board award the installation of the AMR devices to Amick Construction Co. from Morro Bay at the rate of \$4.50 per unit. It is estimated that with approx. 3300 meters, the cost would be approx. \$14,850.00. Staff recommends that the expenditure for this item be funded from reserves of the Property Tax Fund.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: NOVEMBER 29, 2000

AGENDA ITEM
NOV 29 2000



CELL SITE LEASE AGREEMENT

ITEM

Review cell site lease agreement between NCSD, Nipomo Oaks, and Cox PCS Assets.

BACKGROUND

The District has been approached by a number of cell site operators to lease the District standpipe for communications facility for their operation. District legal counsel has been negotiating a lease agreement with Cox PCS represented by Tacit Communications. Attached is a draft copy of the agreement for the Board's review. Legal counsel will review the agreement with your Honorable Board.

RECOMMENDATION

After the review of the agreement, your Honorable Board may take the appropriate action.

Board 2000\Cell site.DOC

****NEED 5 SIGNED COPIES**

COMMUNICATIONS SITE LEASE AND LICENSE AGREEMENT

This Communications Site Lease and License Agreement herein ("Agreement") is entered into this _____ day of _____ 2000, between **COX PCS ASSETS, L.L.C.**, a Delaware limited liability company ("Lessee" and/or "Licensee"), and **NIPOMO COMMUNITY SERVICE DISTRICT**, a public agency ("District" or "Licensor") and **NIPOMO OAKS**, a California General Partnership ("Nipomo Oaks" or "Lessor") with reference to the following recitals:

RECITALS

Pursuant to an Easement Deed and Water Service Agreement affecting Real Property (herein Easement Agreement) recorded as Document _____ with the San Luis Obispo County Recorder's Office between the Nipomo Community Service District and Nipomo Oaks, a General Partnership, the District owns an easement interest in perpetuity to the following described Real Property attached as Exhibit A:

- A. Pursuant to the Agreement referenced in Recital A above, District operates a municipal water tank and appurtenant facilities on the Property (herein the Standpipe.)
- B. The Property and the Standpipe are herein referred to as the Premises.
- C. Lessee/Licensee desires to construct and operate Lessee Facilities as more particularly described in Section 6A below on the Premises.

1. LESSOR/LICENSE PREMISES.

(A) Subject to the terms and conditions herein stated Lessee/Licensee is granted the following interests in the Premises:

- (1) The District hereby grants a non-exclusive license to use the Standpipe to operate antennas as shown on the Antenna Plan depicted on Exhibit A-1 attached hereto and incorporated herein by reference.
- (2) Subject to the terms and conditions herein stated, the Nipomo Oaks hereby leases approximately 288 square feet of land designated as the Sprint PCS Equipment Area on the Site Plan depicted on Exhibit A-1.

(B) Reservations to Lessor/Licensor:

Licensee/Lessee further accepts the Premises subject to any and all existing easements and encumbrances. Lessor/Licensor reserves the right to install, lay, construct, maintain and repair utilities and appurtenances necessary or convenient in connection therewith in, over, upon, through, across and under and along the Premises or any part thereof, and to enter the Premises for any and all purposes related to District operations.

(C) Condition Precedent to Construction.

Prior to construction/placement of operational antenna or other Lessee Facilities at the Premises, Lessee/Licensee shall:

1. Submit structural calculations to District, for District approval, verifying that the antenna/Facilities attached or mounted to the Standpipe shall not damage or injure the Standpipe;
2. Submit structural calculations to the District, for District approval, verifying that the antenna brackets will not fail under wind loads; and
3. Submit a sketch, for District approval, for electrical services to Lessee Facilities.

2. USE OF PREMISES.

(A) Permitted Uses:

The Premises may be used by Lessee/Licensee for any activity in connection with the provision of communications services as further stated in Section 6 below. Lessor/Licensor agrees to cooperate with Lessee, at Lessee's sole cost and expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

(B) Restrictions and Prohibitions

- (1) Lessee/Licensee shall not use the Premises for any purpose other than that stated in subparagraph (a) above.
- (2) Lessee/Licensee shall comply promptly with all applicable laws, rules and regulations regarding the use of the Premises including but not limited to the provisions of the Federal Communications Commission (FCC).
- (3) Lessee/Licensee agrees and covenants to use, and to continue to use throughout the term of this Agreement, the best technology available relating to Lessee

Facilities that:

- i. Are consistent with Public Health and Safety; and
 - ii. Eliminate interference or potential interference with other Lessee/Licensees or future Lessee/Licensees use of the Premises.
- (4) Lessee/Licensee shall not permit the use of the Premises in any manner that will:
- i. tend to create or permit any waste or nuisance; or
 - ii. invalidate or cause cancellation to or be in conflict with fire or other hazard insurance covering the Premises.
- (5) Other than the substances identified on Exhibit B (herein "Approved Substances"), Lessee/Licensee shall not cause or permit any hazardous material or toxic substance to be brought upon, kept or used in or about the Premises by Lessee/Licensee's agents, employees, contractors, or invitees without the prior written consent of Lessor/Licensor.

As used herein, the terms "hazardous materials and/or toxic substances" mean (A) any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal government or special district, (B) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water Pollution Control Act (33 USC Section 1317), (C) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 USC Section 6901, *et seq.* (42 USC Section 6903), (D) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, *et seq.* (42 USC Section 9601), (E) defined as a "hazardous waste" or as a "hazardous substance" pursuant to Section 25117, 25316 or 25821(d) of the California Health and Safety Code, or (F) any infectious wastes or substances. References herein to specific statutes or laws shall also be references to any amendments of or applicable successor statutes or laws.

- (6) Lessee/Licensee shall construct, repair and operate the Lessee Facilities (as described in Section 6A below) in such a manner that will not cause interference to District's operations of the Standpipe including interference with District's SCADA system and other systems.
- (7) Subject to the provisions of Section 7 below,

Lessee/Licensee's use of Premises and Lessee Facilities may be interrupted from time to time for District maintenance of the Premises including the Standpipe. Said maintenance may require the temporary removal of Lessee's Facilities from the Standpipe.

- (8) Lessee/Licensee is prohibited from attaching any ground wire or wires through the Standpipe or other District Facilities. Lessee/Licensee shall be liable for any damages to District's property occasioned by such ground wire attachments.
- (9) Lessee/Licensee shall not use the Premises as a microwave transmission facility, nor place any signage, logos or graphics on the Premises, except for signage required by law, without Lessor/Licensors's prior written consent.
- (10) Lessee/Licensee shall not alter existing structures or facilities located on the Premises without the prior written consent of District.

3. TESTS AND CONSTRUCTION.

Lessee shall have the right at any time, following the full execution of this Agreement, to enter upon the Premises for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests (collectively, "Tests") and constructing the Lessee facilities (as defined in Paragraph 6(a) below). Lessee shall comply with the repair provisions of Paragraph 15 below during and after all Tests and construction work.

4. TERM.

The term of this Agreement shall be five (5) years commencing on the date first above written ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date (the "Term") unless otherwise terminated as provided in Paragraph 10. Lessee shall have the right to extend the Term for three (3) successive five (5) year periods (The "Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor/Licensors of its intention not to renew prior to commencement of the succeeding Renewal Term.

5. RENT.

- (A) Within fifteen (15) business days of the Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor/Licensors as rent and license fees in a total amount of One Thousand Seven Hundred and Eighty Dollars (\$1,780.00) per month (herein "Rent or Base Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal

Term shall be prorated. Rent shall be payable as follows:

- (1) 57.5% of the monthly rent shall be payable to Nipomo Community Services District at the address identified in Section 22(D) below.
- (2) 42.5% shall be payable to Nipomo Oaks at the address identified in Section 22(D) below.

(B) On the anniversary date of the Commencement Date ("Adjustment Date") for the full term of this Lease, including any extensions, the Base Rent shall be increased, but not decreased, for the term of this Lease, by the same percentage increase by which the Consumer Price Index for All Urban Consumers San Francisco-Oakland Metropolitan Area, Bureau of Labor Statistics, United States Department of Labor, 1982 = 100 ("Index"), published immediately before the Adjustment Date, increases over the Index which was published immediately before the Commencement Date, provided, however, that in no event shall the increase exceed five percent (5%) and in no event shall the increase be less than three percent (3%) of the Base Rent (or, after the first adjustment, the Adjusted Rent, as hereafter defined) payable for the year immediately prior to the Adjustment Date. The Base Rent as so adjusted shall be the Adjusted Rent. If the Index shall no longer be published, another Index generally recognized as authoritative for purposes of this paragraph shall be substituted.

(C) Rent payments made after the tenth (10th) day of any month shall be considered delinquent, and shall accrue interest at the rate of ten percent (10%) per annum on the delinquent account. If the tenth (10th) day of the month is on a Saturday, Sunday or holiday, then Lessee has until the next business day for the payment to be received by Lessor/Licenser.

6. FACILITIES; UTILITIES; ACCESS; AND MAINTENANCE.

(A) Lessee/Licensee has the non-exclusive right to erect, maintain and operate on the Premises radio communication facilities, including utility lines, transmission lines, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas on the Standpipe, supporting equipment and structures thereto as shown on "Exhibits A and B" attached hereto ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work necessary to prepare, and maintain the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good workmanlike manner by duly licensed contractors. Except as otherwise specified herein, title to

the Lessee Facilities shall be held by Lessee . All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee shall remove all the Lessee Facilities at its sole expense on or before the expiration or earlier termination of this Agreement. Should Lessee fail to remove the Lessee Facilities from the Premises within thirty (30) days of the expiration or earlier termination of this Agreement, Lessor/Licensor may remove and store the Lessee Facilities at Lessee's sole cost and expense. If Lessee does not claim the Lessee Facilities, and provided that Lessor/Licensor has given Lessee any third party financing** entity sixty (60) days prior written notice, the Lessee Facilities shall be deemed abandoned. Lessee shall post a Twenty-Five Thousand Dollars (\$25,000) surety bond for removal of the Lessee Facilities. The aforementioned surety bond shall be in effect for the initial five (5) year term of this Agreement. Lessee agrees to increase the amount of the bond for each Renewal Term in the same proportion that rent increases in said Renewal Term.

- (B) Subject to the other provisions of this Agreement, Lessee/Licensee shall have exclusive use of the specific antenna locations identified in Paragraph 1(A)(1) above.
- (C) Lessee shall pay for the electricity and all other utility services it consumes or uses in its operations at the rate charged by the servicing utility company. Any electrical upgrade, if necessary, shall be at Lessee 's sole cost and expense. Lessee shall obtain separate utility service and meters from any utility company that will provide services to Lessee's facilities on the Premises. Lessor/Licensor agrees to reasonably cooperate with Lessee to allow utility companies to provide such service to the Premises, provided that there is no cost or expense to Lessor/Licensor.
- (D) Lessee, Lessee's employees, agents, subcontractors, and contractors shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. However, except for emergency work, Lessee shall give District reasonable notice (by telephone or otherwise) of all installation and repair work to be performed on Lessee's facilities located on the Premises.
- (E) At Lessee's sole expense:
 - 1. The initial installation and routine maintenance of Lessee Facilities that are attached or connected to the Standpipe shall be conducted under the supervision of a Certified Tank Inspector, with a report, delivered to the District, as to work accomplished and damage, if any, to the Standpipe.
 - 2. Emergency maintenance on Lessee Facilities located on the Standpipe shall be inspected by a Certified

Tank Inspector, with a report delivered to District as to any damage, if any, to the Standpipe.

- (F) Licensor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Licensor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways. Lessee has inspected the access roads as of the commencement date and agrees that said access roads are acceptable within the meaning of this subparagraph.
- (G) Lessee/Licensee shall maintain the security fence at the Premises and install and maintain landscaping in accordance with plans and specifications approved by District.
- (H) Lessee shall not permit any mechanics', materialmen's, or other liens to be filed against the Premises, nor against the real property upon which the Premises are located. Lessee covenants and agrees that any lien filed against the Premises for work claimed to have been done for, or materials claimed to have been furnished to, Lessee, will be discharged by Lessee, by bond or otherwise, within 30 days after the filing thereof, at the cost and expense of Lessee.

7. NOTICE:

(A) In non-emergency situations, District shall provide Lessee/Licensee with thirty (30) days' notice of repair and/or maintenance work identified in Section 2B7 above. Lessee/Licensee shall be responsible for removing affected antenna and other facilities. If Lessee/Licensee does not remove the antenna and facilities, District is authorized to remove them.

(B) In emergency situations, District shall provide Lessee/Licensee with notice that is practical under the circumstances. If circumstances dictate, District shall have the right to remove the affected antenna and other facilities immediately, without notice to Lessee/Licensee.

(C) Licensee/Lessee shall hold District, its agents and employees harmless and indemnify District for any damages occurring to its antenna and other facilities due to District's exercise of its rights to remove antenna and other facilities pursuant to subparagraph (A) or (B) above.

8. TAXES.

If personal property taxes, or other possessory taxes, are assessed, Lessee shall pay any portion of such taxes which are attributable to the Lessee Facilities. Lessee shall reimburse the fee owner for any increases in real property taxes which are assessed as a result of Lessee's use, occupancy or improvements to

the Premises. As a condition of Lessee's obligation to pay such increases, Lessor/Licensor shall first provide to Lessee the documentation from the taxing authority indicating the increase is due to lessee's use, occupancy or improvements.

9. WAIVER OF LESSOR/LICENSOR'S LIENS.

Lessor/Licensor waives any lien rights it may have concerning the Lessee facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor/Licensor's consent.

10. TERMINATION.

(A) This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) days from receipt of notice; (ii) by Lessee/Licensee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Lessee/Licensee Facilities; or (iii) by Lessee/Licensee if Lessee/Licensee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies. Should this Agreement be terminated pursuant to this Paragraph 10, Lessee/Licensee shall pay the Rent due up to the effective date of termination.

(B) Upon termination, Lessee/Licensee will return the Premises to its original condition.

11. DESTRUCTION OR CONDEMNATION.

If the Premises or Lessee/Licensee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee/Licensee may elect to terminate this Agreement as of the date of such damage, destruction, condemnation or transfer in lieu of condemnation, by giving notice to Lessor/Licensor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

12. INSURANCE.

Lessee/Licensee, at Lessee/Licensee's sole cost and expense, shall procure and maintain on the Premises and on the Lessee/Licensee Facilities, on an "occurrence basis", bodily injury and property damage insurance, as well as automobile liability insurance, with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee/Licensee, its employees, agents, subcontractors, lenders and invites arising out of or in connection with Lessee/Licensee's

use of the Premises, all as provided for herein. Lessor/Licensor and the owner of the fee interest to the underlying real property shall be named as an additional insured on Lessee/Licensee's policy. Lessee/Licensee shall provide to Lessor/Licensor a certificate of insurance evidencing the coverage required by this paragraph prior to entering the Premises. The policy shall include a provision that it shall not be subject to cancellation or subject to reduction of coverage except after twenty (20) days prior to written notice to Lessor/Licensor/Licensor.

13. ASSIGNMENT AND SUBLETTING.

Lessee/Licensee will not assign or transfer this Lease or sublet all or any portion of the Premises without the prior written consent of District, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, Lessee/Licensee shall have the right to sublease or assign its rights under this Lease to any of its subsidiaries, affiliates or successor legal entities or to any entity acquiring substantially all the assets of Lessee/Licensee, with notice to District and Nipomo Oaks.

14. WARRANTY OF TITLE.

Recitals A to F are incorporated herein by reference and are warranted to be true by District and Nipomo Oaks.

15. REPAIRS.

Lessee/Licensee shall promptly make all repairs to the Premises caused by Lessee/Licensee's actions or inactions, including but not limited to Lessee/Licensee's tests and/or Lessee/Licensee's construction, use, operation and maintenance of Lessee/Licensee's Facilities.

16. COLLOCATION.

Lessee/Licensee acknowledges that Lessor/Licensor may elect to enter into agreements with other wireless telecommunications operators, and that Lessee/Licensee may be required to share certain common facilities with such operators. It is the intent of the Lessor/Licensor to consolidate and coordinate all such wireless telecommunications facilities at the Property in a logical manner in order to maximize use of space and minimize the impact (visual and otherwise) of wireless telecommunications equipment and antennas. Lessee/Licensee acknowledges that it has no exclusive rights for operating a wireless telecommunications facility on the Property and that the Lessor/Licensor shall have the right to enter into leases, licenses, permits, and agreements with other telecommunications operators. Lessee/Licensee agrees to reasonably cooperate with the other wireless telecommunications operators and the Lessor/Licensor to coordinate efficient collocation of equipment and antennas and to promptly resolve any

interference issues that may arise due to the presence of multiple operators. Lessee/Licensee shall operate within its FCC-approved frequencies and shall not materially alter the nature of its use or transmissions, or otherwise unreasonably interfere with the operations of any other wireless telecommunications operators on the Property.

17. INTERFERENCE.

At all time during the term of this Agreement, Lessee/Licensee agrees to use equipment of a type and tuned to a frequency that will not cause interference to Lessor/Licensor's other Licensees on the Site, and agrees to make no changes in or to its Site Equipment or to its frequencies without the prior written consent of Lessor/Licensor.

If, in the sole reasonable judgment of Lessor/Licensor, Lessee/Licensee's equipment causes interference in violation of this paragraph, Lessee/Licensee shall take all steps necessary to correct or eliminate such interference. In the event of radio frequency interference, where the Lessee/Licensee is found to be responsible or partially responsible, Lessee/Licensee shall be liable for all or part of the cost to correct those matters that caused the interference. If such interference cannot be corrected within seventy-two (72) hours, Lessor/Licensor may require Lessee/Licensee to shut down its equipment immediately. If Lessee/Licensee does not shut down its equipment within the period required by Lessor/Licensor, Lessor/Licensor may shut down Lessee/Licensee's Site Equipment. If such interference cannot be corrected within ten (10) days of Lessee/Licensee's being informed by Lessor/Licensor of such interference, Lessor/Licensor may, in its sole discretion, terminate this Agreement or, alternatively, Lessor/Licensor may require that Lessee/Licensee cease operation of its equipment until such interference can be corrected or eliminated, at which time Lessee/Licensee may resume operation of its equipment, or Lessor/Licensor may remove the specific item of equipment causing such interference, in which latter case the Monthly License Fee shall be reduced proportionately. Lessee/Licensee shall indemnify Lessor/Licensor and hold it harmless from all expenses, costs, damages, loss, claims or other liabilities arising out of said shutdown, unless said shutdown was the result of Lessor/Licensor's gross negligence or willful misconduct. Lessee/Licensee agrees to cease operations (except for intermittent testing on a schedule approved by Lessor/Licensor) until the interference has been corrected to the satisfaction of Lessor/Licensor.

18. LIABILITY AND INDEMNITY.

Lessee/Licensee shall exonerate, hold harmless, indemnify, and defend Lessor/Licensor and its directors, officers, agents, partners and employees, as well as the owners of the fee interest in the underlying property from and against any and all suits, actions, judgments, legal or administrative proceedings,

arbitrations, claims, demands, causes of action, damages, liabilities, interest, attorneys' fees, fines, penalties, losses, costs and expenses of whatsoever kind or nature (collectively, "Claims") arising out of or resulting from: 1) operations or performance under this Agreement by Lessee/Licensee or its officers, directors, employees, contractors, subcontractors, lenders or agents, including, without limitation, the use, occupancy or enjoyment of the Premises by Lessee/Licensee or any work, activity or other things allowed or suffered by Lessee/Licensee or Lessee/Licensee's directors, officer, employees, contractors, subcontractors, lenders or agents, invitees or lenders; or 2) any injury to or the death of any person or any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessee/Licensee or its directors, officers, employees, contractors, subcontractors, lenders or agents, including, without limitation, the use, occupancy or enjoyment of the Premises by Lessee/Licensee or any work, activity or other things allowed or suffered by Lessee/Licensee or Lessee/Licensee's directors, officers, employees, contractors, subcontractors, lenders or Agents on the Premises. Neither the expiration or earlier termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Lessee/Licensee from its obligation to indemnify, as to any Claim, so long as the event upon which the Claim is predicated shall have occurred prior to the effective date of any such expiration or earlier termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Lessee/Licensee, its directors, officers, employees, contractors, subcontractors, lenders or agents or any one of them.

19. NON-DISCRIMINATION.

Lessee/Licensee shall not discriminate against any employee or any applicant for employment because of race, color, national origin, ancestry, religion, sex, sexual orientation or physical or mental handicap of such persons. Lessee/Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, national origin, ancestry, religion, sex, sexual orientation or physical or mental handicap of such persons.

20. MAINTENANCE OF STANDPIPE.

Subject to the other provisions of this Agreement, District will be responsible for maintaining the Standpipe.

21. Intentionally omitted

22. MISCELLANEOUS.

(A) This Agreement constitutes the entire Agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement

must be in writing and executed by both parties.

- (B) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (C) All of the terms and conditions of this Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
- (D) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier the address of the respective parties set forth below.

LESSEE/LICENSEE:

COX PCS ASSETS, L.L.C.
4683 Chabot Drive, Suite 100
Pleasanton, CA 94588

LESSOR/LICENSOR:

NIPOMO COMMUNITY SERVICES DISTRICT
C/O General Manager
148 South Wilson, P.O. Box 326
Nipomo, CA 93444
(805) 929-1133

LESSOR:

NIPOMO OAKS, a California Partnership
Donna Mehlschau
101 Mehlschau Road
Nipomo, CA 93444
(805) 929-5037

Lessor/Licensor or Lessee/Licensee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

- (E) This Agreement shall be governed by the laws of the State of California. The Parties agree that in the event legal action is taken to enforce/interpret any provisions of this Agreement, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo.
- (F) The relationship of the parties hereto is that of Lessor/Licensor and Lessee/Licensee, and expressly

understood and agreed that Lessor/Licenser does not in any way nor for any purpose become a partner of Lessee/Licensee or joint venture with Lessee/Licensee in the conduct of Lessee/Licensee's business or otherwise.

- (G) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.
- (H) All Riders and Exhibits annexed hereto form material parts of this Agreement.
- (I) This Agreement may be executed in duplicate counterparts, each of which shall be deemed as original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LESSEE/LICENSEE
COX PCS ASSETS, L.L.C.
A Delaware Limited Liability Company

BY: _____

ITS: _____

LESSOR/LICENSOR
NIPOMO COMMUNITY SERVICES DISTRICT

Robert Blair, President of the
Board of Directors

Attest:

Donna Johnson, Secretary to the
Board of Directors

LESSOR
NIPOMO OAKS
A California General Partnership

Donna Mehlschau

The authority of Nipomo Oaks to enter into this Agreement and to receive revenues under it is hereby confirmed by the undersigned fee owners:

Mehlschau Family Trust Dated June 26, 1992

By:

Howard F. Mehlschau, Trustee

and

Donna Mehlschau, Trustee

AGENDA ITEM
NOV 29 2000



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: NOVEMBER 29, 2000

CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approval of Minutes of November 15, 2000 Regular Board meeting
Approval of Minutes of November 17, 2000 Special Board meeting

C:\W:Bd2000\Consent-11.DOC



WARRANTS NOVEMBER 29, 2000

HAND WRITTEN CHECKS

18388	11-09-00	POSTMASTER	576.45
18389	11-29-00	D JOHNSON	50.00
18390	11-29-00	M ROSAS	10.00
18391	11-29-00	D WALLER	68.98
18392	11-29-00	K WEBER	27.37

COMPUTER GENERATED CHECKS

5355	11/29/00	NIP03	NIPOMO SHELL	698.12			
5356	11/29/00	PAC01	PACIFIC BELL	36.41			
				48.85			
				72.33			
			Check Total.....	157.59			
5357	11/29/00	PER02	PERS HEALTH BENEFITS	3212.23			
5358	11/29/00	RIC01	RICHARDS, WATSON, GERSHON	22980.14			
5359	11/29/00	SAI01	SAIC	12646.24			
5360	11/29/00	SIM02	ALBERT SIMON	100.00			
5361	11/29/00	SLO02	DIV OF ENVIRON HEALTH	630.00			
5362	11/29/00	STA03	STATEWIDE SAFETY & SIGNS	83.66			
5363	11/29/00	TER01	TERMINIX	43.00			
5364	11/29/00	THE01	THE GAS COMPANY	63.74			
5365	11/29/00	VER01	VERIZON	28.45			
5366	11/29/00	VER02	VERIZON WIRELESS	44.96			
5367	11/29/00	WIN01	MICHAEL WINN	100.00			
5368	11/29/00	\W001	NESTER CONSTRUCTION,	457.95			
5329	11/17/00	BLA01	ROBERT L BLAIR	100.00			
5330	11/17/00	MEN01	ALEX MENDOZA	100.00			
5331	11/17/00	MOB01	RICHARD MOBRAATEN	100.00			
5332	11/17/00	SIM02	ALBERT SIMON	100.00			
5333	11/17/00	WIN01	MICHAEL WINN	100.00			
5334	11/17/00	EMP01	EMPLOYMENT DEVELOP DEPT	391.74			
5335	11/17/00	MID01	MID STATE BANK	1647.86			
				392.84			
			Check Total.....	2040.80			
5336	11/17/00	MID02	MIDSTATE BANK - DIRECT DE	10030.09			
5337	11/17/00	PER01	PERS RETIREMENT	961.32			
5338	11/17/00	SIM01	DEBRA SIMMONS	150.00			
5339	11/17/00	STA01	STATE STREET GLOBAL	608.00			
5340	11/29/00	BLA01	ROBERT L BLAIR	100.00			
5341	11/29/00	BOG01	LISA BOGNUDA	200.00			
5342	11/29/00	CAL03	CALIFORNIA ELECTRIC SUPPL	158.61			
5343	11/29/00	COR01	CORBIN WILLITS SYSTEMS	500.00			
5344	11/29/00	CRE01	CREEK ENVIRONMENTAL LABS	30.00			
				30.00			
				30.00			
				30.00			
				30.00			
				25.00			
			Check Total.....	175.00			
5345	11/29/00	FGL01	FGL ENVIRONMENTAL	44.80			
				44.80			
				44.80			
				44.80			
				44.80			
				381.60			
			Check Total.....	608.60			
5346	11/29/00	GAR01	GARING TAYLOR & ASSOC	636.00			
				799.80			
			Check Total.....	1435.80			
5347	11/29/00	GRO01	GROENIGER & CO	690.30			
5348	11/29/00	GWA01	GWA INC	25.00			
5349	11/29/00	IKO01	IKON OFFICE SOLUTIONS	47.00			
5350	11/29/00	JOH01	DONNA JOHNSON	91.93			
5351	11/29/00	LEE01	LEE WILSON ELECTRIC	995.13			
5352	11/29/00	MCI01	MCI WORLD COM	20.86			
				16.13			
				11.44			
				3.93			
				3.68			
			Check Total.....	56.04			
5353	11/29/00	MEN01	ALEX MENDOZA	100.00			
5354	11/29/00	MOB01	RICHARD MOBRAATEN	100.00			

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

AGENDA ITEM

NOVEMBER 15, 2000

NOV 29 2000



REGULAR SESSION 10:30 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
AL SIMON, VICE PRESIDENT
RICHARD MOBRAATEN, DIRECTOR
ALEX MENDOZA, DIRECTOR
MICHAEL WINN, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SECRETARY TO THE BOARD
JON SEITZ, GENERAL COUNSEL

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.

A. CALL TO ORDER AND FLAG SALUTE

President Blair called the meeting to order at 10:30 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present:

C. PUBLIC COMMENTS PERIOD

PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

President Blair opened the meeting to Public Comments.

The following members of the public spoke:

Jim McGillis, 1291 Division St, Nipomo - Plea to Board to search for water for the future.

Mike Sears, Interim Deputy Superintendent with the LMUSD - Reported that the agreement between NCSD and LMUSD was approved and signed at the Nov. 14th LMUSD Board meeting. He presented President Blair with two copies of the agreement and a letter from the Lucia Mar Unified School District Board President.

D. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)

D-1) COUNTY'S ANNUAL RESOURCE MANAGEMENT SYSTEM (RMS)

County presentation of RMS and growth issues (Bryce Tingle & John Hand)

Bryce Tingle, Assistant Planning Director for the SLO County Planning Department made a presentation on the "1999 Resource Management System Annual Resource Summary Report." He invited NCSD Board to their Dec. 12 meeting discussing the report.

John Hand, Manager of Resource Management Systems - reported that this area is at a Level II Severity and occurs when the current rate of resource use will deplete the resource before its capacity can be increased. DWR Report is supposed to be issued in March 2001.

Mr. Tingle answered questions from the Board.

District cannot decide on land use

District is legally bound to serve water

Technical build-out analysis might be helpful

Ag users not required to report use

DWR draft will not include data after 1995

Briefly explained vesting

Would like NCSD's help to understand District's expectations.

The following members of the public spoke:

George Layman - Nipomo Mesa resident - The Mesa needs a supply of water

Jim McGillis, 1291 Division St., Nipomo - District needs supplemental water

Jim Tefft, 1245 Dawn Rd., Nipomo - What happens if private water companies go dry?

Ans: Some companies would be taken over by a public entity.

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES
NOVEMBER 15, 2000
PAGE TWO

- D-2) PROPERTY TAX EXCHANGE FOR PROPOSED ANNEX. NO. 18
Approving property tax exchange with SLO County for Annex. No. 18

A request was received from Bob Newdoll for annexation of Tract 2392, an 8-lot 2½ acre development at Cyclone & Grande Streets. The State Revenue & Taxation Code Sec. 99 requires the District and the County to negotiate the property tax exchange for the property being annexed into the District. This resolution needs to be to LAFCO before the annexation can go forward. There were no public comments. Upon motion of Director Winn and seconded by Director Mendoza, the Board unanimously approved Resolution 00-747 with the stipulation that this action not be construed as commitment to annexation of Tract 2392.

RESOLUTION 00-747

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE
AND ANNUAL TAX INCREMENT FROM COUNTY OF SAN LUIS OBISPO
TO NIPOMO COMMUNITY SERVICES DISTRICT FOR ANNEXATION NO. 18 (NEWDOLL)**

- D-3) REQUEST FOR ANNEXATION - TRACT 2325
Consideration to annex Tract 2325, a 55-lot development on Willow Rd. across from Black Lake Golf Course

A request was received from Jon Martin of Martin-Farrell Homes, Inc. for consideration of water service for Tract 2325, a 55-one-acre lot subdivision on 160 acres across from Black Lake Golf Course. There was some discussion.

Jon Martin, Martin-Farrell Homes, Inc. - Tract is an approved tentative vesting map.

Property is capable of supporting itself but developer would rather the water and sewer services be run by a public agency.

The following members of the public spoke:

Jim Tefft, 1245 Dawn Rd., Nipomo

Jim McGillis, 1291 Division St., Nipomo

Upon motion of Director Winn and seconded by Director Simon, the Board unanimously agreed to look favorably upon annexing Tract 2325 to the District and consider the concept of dedicating overlying water rights. District water counsel will review this issue.

- D-4) REQUEST FOR SERVICE - APN 092-142-034
Request for water & sewer service for a 20-unit apartment development at Ave. de Amigos

A request was received from Norman & Vasquez Associates for water and sewer service to a 20-unit apartment complex on Ave. de Amigos.

The following member of the public spoke:

Mark Vasquez, 101 W. Branch, Arroyo Grande - described the layout

No other public comments. Upon motion of Director Simon and seconded by Director Mobraaten, the Board unanimously approved the issuance of an Intent-to-Serve letter for the project at APN 092-142-034 with the conditions as outlined in the Board letter.

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES
NOVEMBER 15, 2000
PAGE THREE

- D-5) REQUEST FOR SERVICE - APN 092-142-036
Request for water & sewer service for a 22-unit apartment development at Ave. de Amigos

A request was received from Norman & Vasquez Associates for water and sewer service to a 22-unit apartment complex on Ave. de Amigos.

The following member of the public spoke:

Mark Vasquez, 101 W. Branch, Arroyo Grande - described the layout

No other public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved the issuance of an Intent-to-Serve letter for the project at APN 092-142-036 with the conditions as outlined in the Board letter.

- D-6) REQUEST FOR SERVICE - D000076D/80V (GILL)
Request for water & sewer service for 6.7 acre commercial/light industrial/residential development at S. Frontage & Story

A request was received from Gordon Gill for water and sewer service to a 6.7 acre development on S. Frontage Rd. at Story St.

The following member of the public spoke:

Gordon Gill, 1010 S. Broadway, Santa Maria - Representing his client

No other public comments. Upon motion of Director Mobraaten and seconded by Director Simon, the Board unanimously approved the issuance of an Intent-to-Serve letter for water and sewer service to Project D000076D/80V with the conditions as outlined in the Board letter.

E. OTHER BUSINESS

- E-1) SUPPLEMENTAL WATER SUPPLY STUDY
Review proposals to evaluate a supplemental water source for the District

Proposals were received from two engineering firms to evaluate the availability of a supplemental water supply for the District. The Board's Sub-Committee, Directors Blair and Simon recommended Kennedy/Jenks.

The following member of the public spoke:

Jim Garing, District Engineer, 141 S. Elm, Arroyo Grande - confirmed Kennedy/Jenks as a reliable firm.

Upon motion of Director Winn and seconded by Director Mendoza, the Board unanimously awarded the contract to Kennedy/Jenks Consultants to perform the evaluation and to fund the project from reserves.

- E-2) DISTRICT METER FEE
Review the effective date of the increased meter fee
A request was received from John Barlogio, developer of Tract 2219, to consider waiving the increased meter fee of \$105.00 per meter.

The following members of the public spoke:

John Barlogio, 1045 Camino Caballo, Nipomo - The effective date for the new meter fee was after the letter written with the fees itemized.

E-2 CONTINUED

Upon motion of Director Winn and seconded by Director Simon, the Board unanimously approved the appeal waiving the increase of \$840.00 of the meter fees based on the findings

- Applicant came into office to pay fees on October 4 - before the effective date of the increase
- Applicant submitted a letter stating that he would have paid the fees at that time had he known the fees were being increased.
- Letter of Sept. 12, 2000 from the District to the Applicant showing fees due, not reflecting future increased fees

E-3) RIVER BLUFFS DEVELOPMENT SERVICES

Review proposed homeowners association to operate the water & sewer systems for the development

A letter from Kent Stephens October 30, 2000 requesting assistance and advice for his project Tract 1808, also known as "River Bluffs".

The following members of the public spoke

Kent Stephens, 930 S. Broadway, Santa Maria - Would like the Board to consider his tract only. The other two tracts next to Tract 1808 do not belong to him.

Clay Bradfield, Pacific Engineers - described some of the engineering for the septic system.

Upon motion of Director Winn and seconded by Director Mobraaten, the Board directed staff to write a letter to SLO County Planning opposing the formation of a homeowners association to operate the water and wastewater system for Tracts 1802, 1808 and 1856 and that it should be a public entity. Vote 4-0 with President Blair abstaining and Director Simon absent for the vote. (Director Simon left a few minutes before the motion.)

F. **CONSENT AGENDA** *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approval of Minutes of November 1, 2000 Regular Board meeting
- F-3) INVESTMENT POLICY QUARTERLY REPORT ENDING 9/30/00 [RECOMMEND RECEIVE & FILE]

There were no public comments. Upon motion of Director Mobraaten, seconded by Director Winn, the Board unanimously approved the items on the Consent Agenda. Vote 4-0.

G. **MANAGER'S REPORT**

G-1) REFUSE COLLECTION

General Manager, Doug Jones, presented information concerning possible trash collection services to be provide by the District.

There were no public comments

Upon motion of Director Winn and seconded by Director Mendoza, the Board directed staff to explore trash collection and possibly expanding the Sphere of Influence to include more of Nipomo. Vote 4-0.

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES
NOVEMBER 15, 2000
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H. DIRECTORS COMMENTS

Director Winn reported on the Nipomo Water Forum held Monday night with Supervisor Achadjian. A meeting will continue on the second Monday of each month.
Last Tuesday SLO County Planning Committee presented the 2000 Strategic Plan.
President Blair reported on the APCD meeting. He felt there was conflicting information given.

District Legal Counsel, Jon Seitz, announced the need to go into Closed Session concerning the matters below.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL GC§54956.9

- a. SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- c. Litigation CPUC Appl. No. A 00-03-029 (Gov. Code §54956.9)

The Board came back into the Open Session and reported that NCSD would pursue providing Cypress Ridge services except water.

ADJOURN

President Blair adjourned the meeting at 2:22 p.m.

A Special Meeting will be held November 17, 2000 at 8:30 a.m. (CONSULTANT'S WATER & WASTEWATER RATE STUDY)
A Special Meeting will be held November 29, 2000 at 10:30 a.m.
The Regular Meeting for December 6, 2000 will be changed to December 13, 2000 and the Regular meeting for December 22 will be canceled. The office will be closed after December 22, 2000 and open on January 2, 2001.

NIPOMO COMMUNITY SERVICES DISTRICT



AGENDA ITEM

NOV 29 2000



MINUTES

SPECIAL MEETING

NOVEMBER 17, 2000 FRIDAY 8:30 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
AL SIMON, VICE PRESIDENT
RICHARD MOBRAATEN, DIRECTOR
ALEX MENDOZA, DIRECTOR
MICHAEL WINN, DIRECTOR

STAFF

DOUGLAS JONES, GENERAL MANAGER
DONNA JOHNSON, SECRETARY TO THE BOARD
JON SEITZ, GENERAL COUNSEL

CALL TO ORDER AND FLAG SALUTE

President Blair called the meeting to order at 8:38 a.m. and led the flag salute.

ROLL CALL

At Roll Call, all Board members were present.

Public Comment on Agenda Items

The public has the right to comment on any item on the Special Meeting Agenda. Comments are limited to 3 minutes or otherwise at the discretion of the Board President.

President Blair opened the meeting to public comments. There were none.

AGENDA

WATER AND WASTEWATER RATE STUDY UPDATE

Discussion and Analysis of District water and sewer rates
by Consultant Perry Louck.

Mr. Perry Louck presented the Board with the Water and Wastewater Rate Study Update.
He reviewed each page and answered questions from the Board.

Introduction of an ordinance adjusting water and sewer rates

The following members of the public spoke:

Vince McCarthy, 194 E. Dana, Nipomo – Suggested advertising the ordinance in the paper.

Evan Evanoff, 490 Brytec Ct., Nipomo - Asked if the new water rates reflect all the studies in the planning. Answer: Yes

MINUTES SUBJECT TO BOARD APPROVAL

MINUTES
SPECIAL MEETING
NOVEMBER 17, 2000
PAGE TWO

Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved the first reading of Ordinance 2000-89 with the minor modifications as discussed, i.e. dates and spelling. Vote 5-0.

**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 2000-89**

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING TITLE 3 AND TITLE 4 OF THE
NIPOMO COMMUNITY SERVICES DISTRICT CODE TO
(1) ESTABLISH BI-MONTHLY RATES FOR WATER AND SEWER SERVICE; and
(2) CLARIFY SECTION 3.03.070(A) OF THE DISTRICT CODE**

Director Winn moved and Director Simon seconded to advertise in the Times Press Recorder and the Adobe Press as feasible. Vote 5-0

There will be a Special Meeting November 29, 2000 at 10:30 a.m.

Adjourn

President Blair adjourned the meeting at 9:39 a.m.

MINUTES SUBJECT TO BOARD APPROVAL