

# NIPOMO COMMUNITY SERVICES DISTRICT AGENDA

APRIL 4, 2001

REGULAR 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  
MICHAEL WINN, DIRECTOR  
JUDITH WIRSING, DIRECTOR

## STAFF

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

65  
20  
1300  
1500  
1450

**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** (The following may be discussed and action may be taken by the Board.)

**D-1) SCHOOL SERVICE AGREEMENT**

Review and approve the First Amendment to the Agreement to supply water and sewer services to the new Nipomo High School

**D-2) SEWER REIMBURSEMENT - TRACT 2386 - PUBLIC HEARING**

Review and approve sewer improvement cost spread to benefiting properties

**D-3) SOLID WASTE DISPOSAL SERVICE**

Review an ordinance establishing regulations for the District to provide solid waste disposal

**E. OTHER BUSINESS**

**E-1) REQUEST FOR WATER SERVICE - APN 091-091-032 (BLAIR)**

Intent-to-Serve letter for water service for a lot at 1255 N. Frontage Rd. Summit Station area

**E-2) REQUEST FOR WATER SERVICE - APN 091-327-042 (VASQUEZ)**

Intent-to-Serve letter for water service on Inga Rd. for an industrial center

**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 March 21, 2001 Regular Board meeting

**F-3) CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)**

Contract amendment with PERS to include one-year final compensation

**G. MANAGER'S REPORT**

**G-1) REDISTRICTING - LETTER FROM COUNTY**

**G-2) SLO COUNTY ROAD SYSTEM GOALS AND POLICIES**

**G-3) SLO COUNTY REDEVELOPMENT STUDY 4/6/01 OCEANO ELEM SCHOOL**

**H. DIRECTORS COMMENTS**

**CLOSED SESSION**

**CONFERENCE WITH LEGAL COUNSEL GC§54956.9**

- a. Litigation CPUC Appl. No. A 00-03-029 (Gov. Code §54956.9)
- b. SMWCD vs NCSA Santa Clara County Case No. CV 770214 and all consolidated cases.
- c. NCSA vs State Dept of Health Services CV 990716, GC §54956.9

**ADJOURN**

The next regular Board meeting will be held on April 18, 2001.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *D*  
DATE: APRIL 4, 2001

AGENDA ITEM  
APR 04 2001



HIGH SCHOOL AGREEMENT  
FIRST AMENDMENT

**ITEM**

Review and approve the First Amendment to the Agreement to supply water and sewer services to the new Nipomo High School

**BACKGROUND**

The District entered into an Extraterritorial agreement with the Lucia Mar Unified School District to provide water and sewer services to the new Nipomo High School on August 10, 1999. The School District has proceeded to acquire a water source (Dana Well) to provide water service to the new high school, therefore, has requested an amendment to the original agreement with respect to the water supply.

Attached is the First Amendment to the agreement. This has been reviewed by the NCSD Board High School Sub-Committee and Legal Counsel. To simplify the billing process, the District has developed water billing formulas, which have been incorporated into the agreement and the text modified to reflect the billing formulas. The amendment agreement also states the certain status conditions that have been completed. Mr. Jim Garing, District Engineer, has been on vacation and has not reviewed the final document. It is anticipated that Mr. Garing will have his comments before the April 4<sup>th</sup> Board meeting.

As of March 30, 2001 afternoon no response had been received from the School District legal counsel regarding the enclosed first amendment agreement.

**RECOMMENDATION**

Staff recommends that your Honorable Board consider approving the First Amendment to the original Agreement for Extraterritorial Water and Sewer service between the District and the Lucia Mar Unified School District conditional upon the District receiving the District engineer's comments, if any and possible input from the School District counsel.

Exhibits:

- A – Property Description
- B – Town Division Water Rates
- C – Formula

**FIRST AMENDED  
AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER  
SERVICE BETWEEN THE NIPOMO COMMUNITY SERVICES  
DISTRICT AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT**

**1. PARTIES AND DATE.**

This First Amended Agreement for Extraterritorial Water and Sewer Service ("Agreement") is made and entered into this \_\_\_\_\_, 2001 by and between the **Nipomo Community Services District**, a community services district organized and operating pursuant to the provisions of the California Government Code ("Community Services District") and the **Lucia Mar Unified School District**, a public school district organized and operating pursuant to the provisions of the California Education Code ("School District").

**2. RECITALS.**

**2.1** The School District represents and warrants that it has an interest in certain real property situated in the County of San Luis Obispo ("County") on which it intends to construct its second high school ("Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Property is located outside and immediately adjacent to the Community Services District's service boundaries.

**2.2** The School District had requested that the Community Services District provide water and sewer service to the Property, and the Community Services District agreed to grant the School District's request on the terms and conditions provided for in that Agreement for Extraterritorial Water and Sewer Service Between the Nipomo Community Services District and the Lucia Mar Unified School District dated on or about August 10, 1999 ("Original Agreement").

**2.3** The School District and Community Services District now wish to amend that Original Agreement to set forth the terms and conditions under which the School District may expand its existing domestic well on the Dana Elementary School property ("Dana Well") and transport water from the Dana Well through the Community Services District's system in order to serve the new high school.

### 3. TERMS.

3.1 Authority to Enter Agreement. This Agreement is entered into by the Community Services District and the School District to amend the Original Agreement for the provision of water and sewer services outside the Community Services District's jurisdictional boundaries pursuant to Government Code Section 56133.

3.2 Term. The term of this Agreement shall be from the date first hereinabove written until either Party terminates this Agreement pursuant to Section 3.17 of this Agreement.

3.3 Condition Precedent. The School District shall pay the Community Services District for engineering services required to update the Community Services District's Water and Sewer Master Plan to include evaluations of the infrastructure needed to serve the Property and associated impacts on the resources of the Community Services District. The School District shall deposit \$2,500.00 with the Community Services District for the estimated cost of such engineering services. Upon completion of the update services, the Community Services District shall provide the School District with a written invoice from the engineer specifying the time and services attributable to the update required pursuant to this Agreement. If the documented invoice indicates that the costs are less than \$2,500, the School District shall be entitled to a refund of the difference within thirty (30) days. If the invoice indicates the costs are more than \$2,500, the School District shall pay such amount within thirty (30) days of its receipt of the invoice. The Parties stipulate that the report has been received and approved. Confirm that the School District has paid the total cost for referenced engineering services.

3.4 Agreement to Provide Water Service. Upon receipt and approval of the Engineer's Report reference in Section 3.3 above, the Community Services District agrees to provide water and sewer service to the Property, and the School District agrees to accept and pay for such service, subject to the terms and conditions of this Agreement and the following conditions:

3.4.1 The School District shall enter into a Plan Check and Inspection Agreement with the Community Services District and pay the appropriate Community Services District deposit. The parties agree that this item has been fulfilled.

3.4.2 The School District shall submit Improvement Plans for approval by the Community Services District showing all existing off-site water and sewer facilities and all proposed facilities (off-site and on-site) required to provide water and sewer service to the Property. Such facilities shall be in compliance with the Community Services District's Plans and Specifications.

### **3.4.3 District Connection/Capacity Charges**

**A.** The School District shall pay the following Community Services District fees (as amended from time to time) prior to the Community Services District delivering water to the Property for construction and/or occupancy:

1. Sewer capacity fee based upon the rate of \$2,370 per dwelling unit equivalency (currently estimated to be \$187,230);
2. Water capacity fee based upon one 3" domestic meter (\$53,000) and one 4" irrigation meter (\$106,000);
3. Fire capacity fee based upon an 8" water meter (\$92,000);
4. If the School District transports water from the Dana Well through the Community Services District's facilities to the Property, the School District shall deposit \$186,000 for its estimated share of the cost to upgrade the Tefft Street water line. If the documented invoices reflect that the costs are less than \$186,000, the School District shall be entitled to a refund of the difference within thirty (30) days. If the invoices reflect that the costs exceed \$186,000, the School District shall pay such amount within thirty (30) days of its receipt of the invoice;

**B.** Prior to the time of completion of Phase I or September 1, 2002, whichever occurs first, the School District agrees to pay its reasonable share of the applicable costs to upgrade the Tefft Street sewer lift station based on capacity allocation. With respect to these Sewer Lift Station costs, the Community Services District shall provide written documentation establishing, to the reasonable satisfaction of the School District, the applicable costs and the reasonable allocation. If the parties are unable to agree upon the reasonable allocation formula or resulting cost to the School District, the parties shall resolve the dispute through binding arbitration with an arbitrator mutually acceptable to both parties. If the parties are unable to agree upon an arbitrator, then either party can request the Presiding Judge of the San Luis Obispo Superior Court to appoint an arbitrator. Said appointment shall be binding on the parties. The cost of arbitration shall be borne equally by the parties with each party being responsible for its individual attorneys fees and costs.

**3.4.4** The School District shall submit a detailed plumbing plan of the on-site water and sewer facilities so that the Community Services District may determine the number of fixture units in each building on the Property.

**3.4.5** The School District shall design any landscape development of the common areas on the Property such that it requires minimal water use.

**3.4.6** The School District shall submit the following documents before commencement of delivery of water for occupancy purposes through the Community Service District water system:

Reproducible As-Builts, Offer of Dedication of the Connecting Facilities, Engineer's Certification, certification of the School District's water treatment facilities by the County Health Department, verification of employment by the School District of a Certified Operator, and Summary of costs of water & sewer improvements.

**3.4.7** In the event the School District expands the Dana Well in sufficient capacity to serve the new high school and transports that water through the Community Services District system, the School District shall maintain and make available to the Community Services District, upon reasonable notice and during normal business hours, all required records pertaining to the Dana Well and the School District's water treatment system.

**3.4.8** Community Services District delivery of water and sewer capacity through Community Services District facilities is subject to interruptions or other delays for operational maintenance and replacement of said facilities to the same extent as any other Community Services District's customers.

**3.5** Regulations. The School District agrees to abide by all rules and regulations of the Community Services District regarding the provision of water and sewer service to the Property. With respect to water treatment standards, the School District shall comply with all applicable federal, state and county laws, rules and regulations. All water delivered to District facilities must meet the Community Services District and State Department of Health Services requirements for water quality. If any applicable water standards are not met, the School District shall immediately terminate water delivery and notify the Community Services District. The School District shall not deliver water to District facilities until receiving water quality approval from the State Department of Health Services and the Community Services District.

**3.6** Payment for Rates and Charges

**3.6.1** Sewer Service: Subject to the provisions of Section 3.12, the School District agrees to pay the Community Services District for sewer service delivered to the Property in accordance with the Community Services District's customary rates, charges, rules and regulations as amended from time to time, for such services which are applicable to property within the Community Services District Town Division.

**3.6.2** Water Service: Subject to the provisions of Section 3.12, in the event the School District expands the Dana Well in sufficient capacity to serve the new high school and transports that water through the Community Services District facilities, the Parties agree as follows:

A. The School District shall pay to have meters installed at the point the water enters the Community Services District facilities and the point at which the water is delivered to the Property.

B. For each meter installed at the Property pursuant to subparagraph A above the School District shall pay on a monthly basis 90% of the Community Services District Town

Division's meter charge, as amended from time to time (~~without consideration~~ minus the consideration for the Santa Maria Valley Groundwater Litigation referenced in Footnote 1 of Exhibit B). A copy of the existing Town Division's minimum charge is attached hereto as Exhibit B..

C. For water produced by the Dana Well and delivered to the Property, the School District shall pay the Community Services District on a monthly basis 63% of the Community Services District Town Division's water rates, as amended from time to time. A copy of the Town Divisions existing water rates is attached hereto as Exhibit B..

### **3.63 Intentionally Omitted**

**3.6.4 Credit/Stored Water:** The Parties recognize that the School District's well production and/or Property water demand will fluctuate (i.e. breakdowns, excess temporary demand at the High School, etc.). Therefore, the Community Services District will allow School District a credit up to 8 acre feet/3500 HCF of water produced from School District wells within the Community Services District distribution system. Subject to Community Services District operational demands and constraints, the Community Services District shall deliver the "credit water" to the Property and School District shall pay, on a monthly basis, 63% of the District's Town Division water rates, as amended from time to time, for the water delivered from School District's "credit water" to the Property.

**3.6.5 Excess Production:** If and when School District's well production exceeds the Property's demand plus storage "credit water" (referenced in Section 3.6.4 above) then the Community Services District agrees to either:

- A. To buy from School District said excess production, on a monthly basis, at the rate of 37% of the Community Services District Town Division's water rates (minus the consideration for the Santa Maria Valley Groundwater Litigation referenced in Footnote 1 of Exhibit B), as amended from time to time; or
- B. Credit the School District's account, on a monthly basis, with a sum of money equal to said excess production at a rate of 37% of the Community Services District Town Division's water rates (minus the consideration for the Santa Maria Valley Groundwater Litigation referenced in Footnote 1 of Exhibit B), as amended from time to time.

**3.6.6 Exhibits:** Attached as Exhibit C is a formula with scenarios reflecting the monthly obligations of the parties referenced in Section 3.6.2 B and C, 3.6.4, and 3.6.5 above.

**3.6.7 Excess Demand/Insufficient Production:** The rights and obligations of the parties referenced in Section 3.11.5 shall control in the event of the following:

A. If and when the School District's wells do not meet production requirements by reason of repair, maintenance or loss of capacity and the School District's "storage credit water" (referenced in Section 3.6.4 above) has been depleted and/or

B. The Property's demand exceeds the School District's production obligations as established in this Agreement.

**3.6.8** If some or all of the water delivered to the Property is supplied by the School District from a source other than the Dana Well (e.g. the School District satisfies its water source requirements in Section 3.10 below by some other means such as successfully completing retrofitting of facilities), then the School District agrees to pay the Community Services District's customary rates and charges, as amended from time to time, for such other delivered water that are applicable to property within the Community Services District's Town Division.

**3.6.9** All Community Services District sewer service and water service fees and charges shall be paid within 25 days of receipt of the Community Services District's billing statement. Said billing statement shall include a statement of the School District's water delivered to District facilities, the amount of water delivered to the Property and the amount of water "storage credit" (if any), the monetary credit or payment referenced in Section 3.6.5, and a calculation of the fees and charges owing.

**3.7** Construction of Connecting Facilities. The School District, at its sole cost, shall be responsible for constructing and installing, pursuant to the Plan Check and Inspection Agreement between the School District and the Community Services District, the following: (1) the necessary facilities from the Property to the connection points within the Community Services District's jurisdictional boundaries which are required by the Community Services District for the provision of water and sewer service to the Property; and (2) in the event the School District elects to satisfy its water supply obligations (pursuant to Section 3.10) by expanding the Dana Well, all facilities necessary to transport water pumped from the Dana Well to the fire service line located on the Dana Elementary School campus ("Connecting Facilities"). As used herein, the term "Connecting Facilities" expressly excludes the Dana Well and its appurtenant pumping facilities, but includes those facilities necessary to transport the water from the Dana Well to the noted Community Service District facilities fire service line. Upon approval and acceptance by the Community Services District, it shall accept ownership and responsibility for the maintenance and repair of those Connecting Facilities located off of the Property or those which the Community Services District would customarily accept within its jurisdictional boundaries. The School District shall accept ownership and responsibility for the maintenance and repair of all other Connecting Facilities.

**3.8** Commencement of Service. Upon the School District's performance of its obligations under this Agreement (including Section 3.10), completion of the construction and installation of the Connecting Facilities to the satisfaction and acceptance of the Community Services District, and adequate assurance that the water supply (pursuant to Section 3.10) will serve the Property, the Community Services District shall commence delivering water and sewer service to the Property. For purposes of this Section, adequate assurance that the water supply will be sufficient to serve the property within the Community Services District and the Property shall be conclusively presumed with the School District's completion of the Dana Well expansion to produce



at least 100 gpm when pumped between 9 and 16 hours per day and a confirming report by a hydrologist mutually acceptable to the parties which indicates that the well will have a longterm sustainable production at 100 gpm when pumped between 9 and 16 hours per day. To this end, the School District shall use all reasonable efforts to have the Dana Well expanded and under production on or before November 1, 2001. The parties shall cause the confirming report to be prepared at the earliest time the hydrologist determines that the well has been pumping for a sufficient period of time. The School District shall take all steps within its reasonable control to have that confirming report prepared at the soonest possible date.

**3.9** Water Requirements. The Parties anticipate that the Property will require approximately eighty (80) acre feet of water per year. If at some future date the water demand for the Property exceeds eighty (80) acre feet per year, under normal delivery practices, then the School District at its sole cost and expense shall provide additional sources of water to meet this future water demand. The cost of delivery of said water by Community Services District shall be negotiated pursuant to the principals of this Agreement.

**3.10** Water Source. Prior to the commencement of water service to the Property, the School District shall be responsible for establishing one or more water sources in order to satisfy the water requirements of the Property. If a water source required by this Section is the Dana Well, such well must have the capacity to pump at least one hundred (100) gpm when pumped between 9 and 16 hours per day ( production requirements) or must otherwise be approved by the Community Services District, must meet the Community Services District and State Department of Health Services requirements for water quality, and shall be connected to the Community Services District's facilities to transport the produced water to the new high school. A water source, other than the Dana Well or retrofits, shall be evaluated and separately negotiated by the Community Services District and the School District, in good faith, and the Community Services District shall not unreasonably deny the use of additional wells proposed by the School District.

To the extent the District is not able to establish one or more original water sources acceptable to the Community Services District which supply at least eighty (80) acre feet of water per year (e.g. a well which produces 100 gpm when pumped between 9 and 16 hours per day or some other amount acceptable to the Community Services District), the School District may satisfy the remainder of its water source requirement by other suggested methods. Such suggestions shall be subject to the approval of the Community Services District. As one alternative method which is mutually acceptable to the School District and the Community Services District, the School District may fund, implement and complete the retrofitting of homes or other private or public facilities in the area of the Property, to the extent such retrofits are available and retrofitted to meet the anticipated water requirement of the Property, as follows:

**3.10.1** Enter into a retrofit agreement and prepare and submit a detailed Retrofit Plan to the Community Service District listing the addresses of the homes or other private or public facilities within the District to be retrofitted and the consent of each resident/owner. The School District understands, acknowledges and agrees that the Community Services District can only make the potential retrofit facilities available to the School District, but cannot and does not guarantee that any

of the facility owners will agree to have their facilities retrofitted. The School District shall receive water credits only for those retrofit facilities that actually participate and for which retrofitting is completed.

**3.10.2** Retrofitting of approximately four (4) single-family residences is equivalent to a single-family residence's usage of about 0.4 AFY (acre-feet per year) of water. The School District's estimated water usage for the Property is 80 AFY. Therefore,  $80 \div 0.4 \times 4 = 800$  single family residences or equivalents will need to be retrofitted to satisfy the School District's obligations under this Section. The Parties shall mutually agree upon similar retrofit guidelines for other private or public facilities, and shall reasonably cooperate with one another in establishing such guidelines.

**3.10.3** The Retrofit Plan shall be implemented and completed by a licensed plumbing contractor. Prior to the commencement of service pursuant to Section 3.8 of this Agreement, the plumbing contractor shall certify to the Community Services District the number of retrofits that have been completed in accordance with this Agreement. For those retrofits utilized by the School District pursuant to its Retrofit Option in Section 3.10.5 below, the School District shall substantially complete the retrofits prior to the date the School District begins providing educational services at the new High School.

**3.10.4** The School District agrees to defend, indemnify and hold the Community Services 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 Community Services District or suffered or incurred by it, arising out of the School District's or the School District's employees or contractors, performance of the Retrofit Plan. The School District's indemnity obligations under this Section excludes any actions, claims or damages arising from the negligence or willful misconduct of the Community Services District, its officer, employees and contractors.

**3.10.5** In order to allow the School District time to verify long-term production of the Dana Well, the Community Services District hereby grants an option to the School District, for a period expiring ninety (90) calendar days following the date of the hydrologist's long-term confirming report in Section 3.8 above, to utilize four hundred (400) potential retrofit facilities within the Community Services District boundaries ("Retrofit Option"). To this end, therefore, the Community Services District will reserve at least 400 potential retrofit facilities and make them available to the School District during the 90 day Retrofit Option period. In order to exercise its Retrofit Option, the School District shall give written notice to the Community Services District of its intent to exercise the option within the 90 day period. If the School District fails to give such notice within the 90 day period, it shall be entitled to utilize the retrofit option to satisfy its water source requirement only to the extent that potential retrofit facilities remain available to the School District. The Community Services District does not guarantee that any potential retrofit facilities will be available to the School District following the expiration of the Retrofit Option. The provisions, restrictions and limitations of Section 3.10.1 are applicable to the options referenced in this Section.

**3.11 Continued Water Source.** Notwithstanding any other provisions in this Agreement, if the School District's obligation to provide a water source (as provided in Section 3.10 above) is satisfied in whole or in part by a well, then the following continuing obligations shall also apply:

**3.11.1** The School District, at its sole cost and expense, shall be responsible for maintaining the agreed upon 100 gallons per minute production between 9-16 hours per day.

**3.11.2** The School District shall be responsible, at its sole cost and expense, for the operation and maintenance costs of the well facilities up to, but not including, the fire service line.

**3.11.3** The School District shall give prompt written notice to the Community Services District of either of the following: (1) any interruption or anticipated interruption in well production for maintenance and repair; or (2) loss of production capacity of said well.

**3.11.4** Upon providing the Community Services District with written notice pursuant to Section 3.11.3, the School District shall take immediate action to promptly complete the maintenance and repairs of said well and/or secure an alternate means of satisfying Section 3.10 to the satisfaction of the Community Services District. The School District shall take all steps within its reasonable control to assure that the maintenance and repair work is completed as soon as possible or to secure an alternate means of satisfying Section 3.10 to the satisfaction of the Community Services District as soon as possible.

**3.11.5** To the extent the Community Services District has excess water capacity during periods when the School District wells do not meet production requirements by reason of repair, maintenance/or loss of capacity and the School District's "credit water" (referenced in Section 3.6.4 above) has been depleted (production interruption), then the Community Services District and the School District agree as follows:

A. From the date of the production interruption to the 30<sup>th</sup> day of said loss of delivery capacity, the School District shall pay the Community Services District the Town Division water rates (as amended from time to time) for water service delivered from the Community Service District's water production facilities.

B. From the 30<sup>th</sup> day of production interruption to the 180<sup>th</sup> day of said loss of delivery capacity, the School District shall pay the Community Services District double the Town Division water rates (as amended from time to time) for water service delivered from the Community Services District water production facilities.

C. On the seventh day of production interruption, the School District shall submit a statement to the Community Services District identifying the nature of the interruption and its plan to restore production, along with all consultant reports received by School District that relate to the well production interruption.

D. If the production interruption has not been resolved by the 60th day from said production interruption, the School District shall submit a report on or before the 75th day identifying the nature of the interruption, the steps it has taken to restore water production, and the steps the School District plans to take to complete restoration of production;

E. Upon receipt of the report provided for in subparagraph (D) above and information to its reasonable satisfaction that the School District is diligently pursuing all steps within its reasonable control to complete the restoration of production, the Community Services District shall grant the School District an extension of up to eighteen (18) months from the expiration of the 180th day following production interruption to complete the restoration of production, during which time the water charges identified in subparagraph B above shall remain in effect;

F. During any extension granted by the Community Services District pursuant to subparagraph (E) above, the Community Services District may require the School District to provide another report as provided for in subparagraph (D) above and shall grant another extension of time if the School District meets the terms and conditions of subparagraph (E) above, with the understanding that the maximum cumulative extension to which the School District would be entitled under the terms and conditions of subparagraph (E) above and any extensions granted under this subparagraph shall be eighteen (18) months from the expiration of the 180th day following production interruption;

G. In the event the restoration of production is not completed within the period of time provided for herein, the Community Services District has the option to take action to reduce or terminate the School District's water service.

**3.12** Annexation. Within two (2) years of opening the new high school, the School District will apply to LAFCO to annex the Property to the Community Services District. If annexation is not commenced within the two (2) years stated, or if it is not thereafter approved within three (3) years of opening the high school, the Community Services District's Outside of District User Fees will be implemented rather than the fees indicated in Section 3.6; provided, however, that the Community Services District will extend the above time frames and will not implement the Outside of District User Fees so long as the Community Services District determines that the School District has applied for annexation and is diligently pursuing approval of annexation.

**3.13** Conditions and Covenants. The obligations of School District under this Agreement are both covenants and conditions.

**3.14** Groundwater litigation. Notice is provided that Nipomo Community Services District has been made a party to that lawsuit entitled *Santa Maria Valley Water Conservation District, et al. v. City of Santa Maria, et al.*, Santa Clara Superior Court Case No. CV770214. The case involves competing claims to the right to produce water from and/or store water in the Santa Maria Valley Groundwater Basin, the water source from which Nipomo Community Services District derives the water which it serves. The District is now unable to predict with any certainty the outcome of the above-referenced litigation. However, the litigation conceivably could result in a limitation on the

availability of groundwater for the District's production and/or an increase in the cost of water which the District serves to its water customers.

**3.15** Water Source - Well. Notwithstanding the provisions of 3.14 above, to the extent the School District meets its water source obligations, as provided in this Agreement, by means of one or more School District wells, then the Community Services District agrees to deliver the water provided by the School District wells to the property.

**3.16** Water Source - Other Than Well. Notwithstanding the provisions of 3.14 above, to the extent the School District in whole or in part meets its obligations to provide a water source by means other than a well as provided in this Agreement, then the Community Services District's water service from said source may be limited or modified as a result of conditions imposed by a court, or by a change in ordinance, resolutions, rules, fees, or regulations including conservation regulations of the Community Services District which fairly apportion water service amongst all of its customers.

**3.17** Termination. Except as otherwise required by law, prior to the opening of the new high school, this Agreement may be terminated by either Party upon written notice given at least three hundred and sixty-five (365) days in advance. Following the opening of the new high school, this Agreement or the provision of water and sewer service to the high school may be terminated by the Community Services District pursuant to Section 3.11.5 or by either Party pursuant to applicable law and the Community Services District's rules and regulations, as well as in the case of default by either Party as provided for in this Agreement.

**3.18** Attorneys' Fees. If any party to this Agreement commences any legal proceeding concerning any aspect of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, and all costs and expenses incurred in connection with the action or proceeding, including but not limited to, expert witness fees, court reporter fees and collection expenses.

**3.19** Entire Agreement/Amendment. This document represents the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be amended only by a written agreement executed by both parties.

**3.20** Binding Upon Successors and Assigns; Covenant Running with the Property. This Agreement shall be binding upon and shall inure to the benefit of the School District and the Community Services District, and their respective heirs, successors, grantees, transferees, lessees and permissible assigns. It is intended to be and shall be a covenant running with the Property.

**3.21** Prohibition Against Assignment. The School District may not assign this Agreement or any interest in it without the prior written consent of the Community Services District.

**3.22** Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**3.23** Cooperation / Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the parties shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient as related thereto.

**3.24** Agreement Limitations. This agreement may be limited or modified as a result of conditions imposed by a Court, or by a change in ordinances, resolutions, rules, fees or regulations affecting all Community Services District customers adopted by the Board of Directors for the protection of the health, safety and welfare of the Community Services District.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed and delivered as of the date first above written.

**NIPOMO COMMUNITY SERVICES DISTRICT**

**LUCIA MAR UNIFIED SCHOOL DISTRICT**

By:

By:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

Attest:

Attest:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board Secretary

*Approved as to Form:*

*Approved as to Form:*

\_\_\_\_\_  
District Legal Counsel

\_\_\_\_\_  
Best Best & Krieger LLP  
Legal Counsel

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

LOTS 1, 2, 3, 4, 6, 7, 8, 11 AND 12 OF THE RESUBDIVISION OF THE NORTHERN PART OF LOT 24 OF THE H.C. WARDS SUBDIVISION OF THE RANCHO NIPOMO, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED APRIL 13, 1887 IN BOOK A, PAGE 15 OF MAPS.

**EXHIBIT B**

**WATER RATES AND CHARGES  
Appendix A**

**Bi-Monthly Minimum Charge**

All increases shall take effect on **January 1<sup>st</sup>** 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)

**Appendix B**

**Bi-Monthly Water Rates**

All increases shall take effect on **January 1<sup>st</sup>** 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.

Appendix to Chapter 4.12

**Bi-Monthly Sewer User Fees**

All increases shall take effect on **July 1<sup>st</sup>** of each year.

**TOWN DIVISION**

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



## EXHIBIT C

### NIPOMO COMMUNITY SERVICES DISTRICT AND LUCIA MAR UNIFIED SCHOOL DISTRICT WATER BILLING FORMULAS

A = Dana Production

B = High School Consumption

C = Regular Town Division water rate as amended from time to time (Unit Price) per hundred cubic feet

D = Monthly water bill in dollars

E = Credit  $(A - B * C * 63\%)$

F = Credit Carryover (E from previous months)  $F \leq (3,500 \text{ HCF} * C * 63\%)$

G = Buy Back of Excess Credit Carryover  $\{F - (3500 \text{ HCF} * C * 63\%)\} * 37/63$

\* = multiply

#### **Scenario #1**

If  $A = B$ , then  $D = (B * C * 63\%)$

#### **Scenario #2**

##### **Day 1 to 30**

If  $A < B$ , then  $D = (A * C * 63\%) + (B - A * C) - (E + F)$

##### **Day 31 +**

If  $A < B$ , then  $D = (A * C * 63\%) + \{(B - A * C) * 2\} - (E + F)$

#### **Scenario #3**

##### **Month to Month**

If  $A > B$ , then  $D = (B * C * 63\%) - (E + F)$

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: APRIL 4, 2001

AGENDA ITEM **D2**  
APR 04 2001

PUBLIC HEARING  
SEWER REIMBURSEMENT  
TRACT 2386 (NEWDOLL)

**ITEM**

A Public Hearing to review cost for development of a sewer lift station and force main improvements in the Hazel Lane area and approve sewer improvement cost spread per parcel.

**BACKGROUND**

Mr. Robert Newdoll, developer, has installed a sewer lift station and force main to serve the Hazel Lane area. The Board of Directors, at their regular meeting held on March 7, 2001, set a Public Hearing for April 4, 2001 to review the cost spread and any protests related to the reimbursement agreement with the developer. Since each parcel will benefit equally on the wastewater flow through the lift station, the cost is spread equally to each individual lot. This amount is \$2,238.48.

A notice was sent to each of the property owners associated with the reimbursement cost. To date, no protest has been received.

Now is the time to hold a Public Hearing concerning the sewer reimbursement cost spread. The attached diagram shows each lot benefiting from the installation of the sewer lift station and force main.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the sewer reimbursement spread diagram and the reimbursement formula spreading the cost equally to each lot.

Board 2001\Tr 2386 Public Hearing.DOC

**EXHIBIT A  
SEWER REIMBURSEMENT SPREAD DIAGRAM  
HAZEL LANE AREA**



SEWER REIMBURSEMENT SPREAD HAZEL LANE, NIPOMO, CA	
Reimbursement No.	Assessor's Parcel No.
1-27 & 43	092-123-001, 002
28, 29, 30, 38-42	092-123-007
31-37	092-123-003
44-106	092-123-008 092-123-014, 015, 092-123-030, 031

REIMBURSEMENT FORMULA	
Cost spread equally to each lot	
Cost per lot = \$2,238.48	
Legend 1 = Reimbursement Number	

**NIPOMO COMMUNITY**



**SERVICES DISTRICT**

**BOARD MEMBERS**  
ROBERT BLAIR, PRESIDENT  
AL SIMON, VICE PRESIDENT  
RICHARD MOBRAATEN, DIRECTOR  
MICHAEL WINN, DIRECTOR  
JUDITH WIRSING, DIRECTOR

**STAFF**  
DOUGLAS JONES, GENERAL MANAGER  
JON SEITZ, GENERAL COUNSEL  
LEE DOUGLAS, MAINTENANCE SUPERVISOR

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932 Email address - NCSD@ix.netcom.com

**NOTICE OF PUBLIC HEARING  
HAZEL LANE SEWER LIFT STATION IMPROVEMENTS**

APN \_\_\_\_\_  
«FirstName» «LastName»  
«Address1»  
«City», «State» «PostalCode»

Dear Property Owner:

R.H. Newdoll Construction, Inc. (developer) has installed a sewer lift station and force main in the Hazel Lane area to provide sewer service to this area and their properties. They have offered the dedication of the sewer improvements to the Nipomo Community Services District. The improvements were accepted on \_\_\_\_\_ 2001.

Pursuant to District Code Section 5.01.010, any lot or property, which in the future may be served by this sewer lift station, will be required to reimburse the Developers a pro-rated share of the cost of constructing the sewer lift station. The District has determined that your property is to be included in the developer-installed sewer reimbursement area. Attached is a copy of the reimbursement boundary area and sewer reimbursement spread. The cost is spread equally among all the lots. This spread is made per lot regardless of the size of the lot or the number of lots owned.

The Board of Directors set a Public Hearing on the proposed reimbursement allocations for Wednesday, April 4, 2000 at 10:30 a.m. in the District Board Room at 148 South Wilson Street, Nipomo, California. The Board will take public testimony before making their final determination on the proposed reimbursement allocation.

If you wish to protest your pro-rated share, the reason for your protest must be in writing and received at the District office no later than 14 calendar days from the date of this notice. A protest will be considered only with the division or spread of the actual construction costs between or among the properties to be included in the area subject to the pro-ration procedure. A protest shall not be concerned with the actual construction costs unless the protester can demonstrate fraud or willful concealment of the actual cost information as presented by the applicant or his agent to the District's engineer. The reimbursement period expires ten years after the District's acceptance of the improvements.

If you connect to a tributary to the sewer lift station, the District will require you to pay the Hazel Lane sewer reimbursement fee, as well as the District's standard Sewer Capacity Fee per lot. The Sewer Capacity Fee is currently \$2,370 per single family unit. This fee will increase to \$2,500 on July 1, 2001.

APN \_\_\_\_\_  
Reimbursement No. \_\_\_\_\_  
Pro-rated Share \$2,238.48

**HAZEL LANE SEWER REIMBURSEMENT COSTS**  
Engineering \$ 29,956.27  
Construction Costs 207,322.70

Total \$237,278.97

Shared by 106 lots \$2,238.48 per developable lot

**PUBLIC HEARING DATE: April 4, 2001**

If you have any question, please feel free to contact our office at 929-1133.

Doug Jones, General Manager

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *S*  
DATE: APRIL 4, 2001

AGENDA  
APR 04 2001



SOLID WASTE DISPOSAL SERVICES

**ITEM**

Review an ordinance establishing regulations for the District to provide solid waste disposal services

**BACKGROUND**

The District has applied to LAFCO for providing solid waste disposal services within the District boundary. LAFCO has approved latent powers to the District for this service. Staff has prepared an ordinance establishing the rules and regulations for solid waste disposal services within the District boundary. This item is brought to your Honorable Board for review and comments prior to adoption possibly at the next regular Board meeting.

**RECOMMENDATION**

Staff recommends that your Honorable Board receive comments that may be incorporated in the proposed ordinance.

Board 2001\SOLID WASTE DISPOSAL.DOC

3/29/01

**TITLE 6  
SOLID WASTE MANAGEMENT  
RULES AND REGULATIONS**

**6.01.100 GENERAL**

6.01.110 Definitions.

Except as otherwise provided herein, the following words and phrases shall be interpreted consistent with the definitions set forth in Public Resources Code commencing with Section 40100.

(1) "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation, as may be amended from time to time.

(2) "Approved collector" means a collector who has been awarded a franchise agreement for the collection of solid waste and/or industrial waste within the District boundaries.

(3) "Board" means the Nipomo Community Services District Board of Directors.

(4) "Bulky waste" means and includes, but not by way of limitation, discarded white goods i.e., major household appliances, furniture, tires, carpets, mattresses and similar large items.

(5) "Collection" means the act of collecting solid waste materials or recyclables at residential, commercial, industrial or governmental sites and hauling it to a facility for processing, transfer, disposal or burning.

(6) "Collection vehicle or equipment" means any vehicle or equipment used in the collection of residential, commercial, industrial or governmental solid waste or recyclables.

(7) "Collector" means any person who operates a service route or provides service and is directly or indirectly reimbursed for the collection, transportation and disposal or recycling of solid waste or recyclables from residential, commercial or industrial premises within the District boundaries..

(8) "Construction and demolition waste" means the residual building materials, packaging and rubble resulting from construction, remodeling, repair and

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FOR BOARD OF DIRECTORS,  
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demolition operations on pavements, houses, commercial buildings and other structures.

(9) "Container" means any bin, vessel, can or receptacle used for collecting solid waste from commercial and residential properties.

(10) "County " means the County of San Luis Obispo.

(11) "Curbside collection" means the collection of solid waste from a location adjacent to the street or alleyway.

(12) "District" means the Nipomo Community Services District and/or the Nipomo Community Services District Board of Directors.

(13) "Fiscal year" shall mean the period of time beginning on July 1st of one calendar year and ending on June 30th of the following calendar year.

(14) "Franchise" means the right and privilege in accordance with a franchise agreement with the District (a) to collect; (b) to transport to a landfill or other permitted disposal facility; and/or (c) to recycle, from collected solid waste and recyclables, all solid waste kept, generated and/or accumulated within the District authorized franchise area.

(15) "Franchise fee" means the fee or assessment imposed by the District on a franchisee because of his or her status as a franchisee.

(16) "Garbage" means the putrescible animal, fish, fowl, food, fruit, bakery goods or vegetable matter resulting from the preparation, storage, processing, handling, decay, distribution, manufacturing or consumption of such substance except suet, tallow, bones or meat trimmings that are not rejected by the owner or producer as worthless or useless.

(17) "General Manager" means the District General Manager.

(18) "Greenwaste" means all grass clippings, leaves, branches and tree trunks and other yard waste generated by residents.

(19) "Hazardous waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, or reactive if such a waste or mixture of waste may cause injury, illness or harm to humans, animals, or the environment during or as an approximate result of any disposal of such waste or mixture of waste as defined in Article 2 Chapter 6.5 Section 25117 of the Health and Safety Code and Public Resource Code Section 40141.

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(20) "Health Officer" means the duly appointed director of the County health agency or his or her duly authorized representative.

(21) "Industrial waste" means waste originating from mechanized manufacturing facilities, factories, refineries, construction and demolition projects, publicly operated treatment works.

(22) "Litter" means all improperly discarded waste material, including but not limited to, convenience food, beverage and other product packages or containers constructed of steel, aluminum, glass, paper, plastic and other natural and synthetic materials thrown or deposited on the lands and waters of the state but not including the properly discarded waste of the primary processing of agriculture, mining, logging, saw milling or manufacturing pursuant to California Code of Regulations Title 14 Section 17225.42.

(23) "Local enforcement agency" means the agency which has been certified by the California Integrated Waste Management Board as a comprehensive solid waste management agency which performs inspection, enforcement and permitting duties in all jurisdictions within San Luis Obispo County . The current local enforcement agency is the County health agency.

(24) "Medical waste" means biohazardous waste, sharps waste, waste which is generated or produced, as a result of the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto or in the production or testing of biologicals pursuant to California Health and Safety Code, Section 25023.2.

(25) "Multifamily dwelling" means a structure or structures containing a total of three or more dwelling units in any vertical or horizontal arrangement on a single lot or building site that shares common solid waste storage.

(26) "Nuisance" means anything which is injurious to human health or is indecent or offensive to the senses and interferes with the comfortable enjoyment of life or property.

(27) "Occupant" means every owner, tenant or person having the care or control of any property or premises.

(28) "Office building" means any office and/or combination of offices enclosed in a single or connected buildings used for commercial, governmental or educational purposes.



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(29) "Person" means any individual, firm, association, partnership, political subdivision, government agency, municipality, public or private corporation or any other entity whatsoever.

(30) "Pollution" means the condition caused by the presence in or on a body of water, soil or air of any solid waste or substance derived therefrom in such quantity of such nature and duration or under such condition that the quality, appearance or usefulness of the water, soil, land or air is significantly degraded or adversely altered.

(31) "Premises" means a tract or parcel of land with or without habitable buildings or appurtenant structures.

(32) "Processing" means the reduction, separation, recovery, conversion or recycling of solid waste.

(33) "Putrescible waste" means organic material with a decomposition capacity to emit noticeable quantities of odor and gaseous byproducts. Material in this category includes but is not limited to kitchen waste, dead animals, and food waste.

(34) "Radioactive waste" means any waste which exceeds regulatory levels of activity as defined in Chapter 7 of the California Health and Safety Code.

(35) "Recyclables" means aluminum, glass bottles and jars, paper, newspaper, cardboard, plastic containers, tin and bimetal, white goods, yard or green waste and other materials which can be processed and returned to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

(36) "Removal" means the act of taking solid waste, recyclables or recoverable material from the place of generation either by an approved collector or by a person in control of the premises.

(37) "Removal frequency" means the frequency of removal of solid waste or recyclables from the place of generation.

(38) "Residential service" means collection of all types of domestic solid waste and rubbish which originate in residential dwellings.

(39) "Residential solid waste" means solid waste originating from single family or multifamily dwellings.

(40) "Roll-off box," also called a drop box, means an open top, movable

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container in which primarily nonputrescible solid waste such as construction and demolition debris or nonputrescible recyclables are stored until removed from the premises.

(41) "Rubbish" means nonputrescible plastic waste, solid waste, bulky waste, construction and demolition waste, litter and industrial waste.

(42) "Segregation of waste material or segregate solid waste material" means the placement of garbage, recyclables and green waste in separate containers.

(43) "Single-family dwelling" means a structure containing a single dwelling unit.

(44) "Solid Waste" means all waste substances including garbage, green waste, and recyclables. It does not include industrial waste and/or demolition or construction waste.

(45) "Solid waste container" means a covered or fully enclosed movable container, or waste wheeler in which garbage, green waste and/or recyclables are segregated and stored until removed from the premises.

(46) "Solid waste customer" means a person who's solid waste is collected from an Approved Collector.

(47) "Solid waste facility" means a disposal site, composting facility, transfer or processing station, incinerator or any facility specified in the Public Resources Code Section 40194.

(48) "Solid waste management" means a planned program for effectively controlling the storage, collection, transportation, processing, recycling, reuse, conversion or disposal of solid waste in a safe, sanitary, aesthetically acceptable, environmentally sound and in an economical manner. It includes all administrative, financial, environmental, legal and planning functions as well as the operational aspects of solid waste handling, disposal, litter control and resource recovery systems necessary to achieve established objectives.

(49) "Solid Waste Officer" shall mean the District Manager or his or her appointee.

(50) "Source separation" means the separation, at the place of generation or production, of wastes and resources for separate collection, processing, recycling, reuse, recovery or disposal.

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(51) "Storage" means the interim containment of solid waste materials and recyclables in an approved manner after generation and prior to disposal.

(52) "Transporter" means any person providing solid waste hauling service who transports said solid waste within the District boundaries.

(53) "Waste wheeler" means a covered plastic bin varying in size and capacity equipped with wheels or casters. Such bins may be used for putrescible and nonputrescible waste or recyclable materials.

#### 6.01.120 Administration

These Rules and Regulations shall be administered and enforced by the District General Manager and/or his/her designee.

#### 6.01.130 Notices

All notices required or given pursuant to these Rules and Regulations shall be deemed properly served when served by personal delivery or when deposited by certified mail, postage prepaid, in the United States post office, or a mail box, subpost office, substation or mail chute, or other like facility.)

#### 6.01.140 Policies and Procedures

The District General Manager is charged with enforcement and administration of these Rules and Regulations, and he/she is authorized to make necessary and reasonable policies and procedures with respect to the accumulation and collection of various types of solid waste, bulky waste, construction and demolition waste and putrescible waste, consistent with these Rules and Regulations.

#### 6.01.150 Indemnification

Any , agreement, franchise or other instrument authorized by these Rules and Regulations shall include an indemnification provision, in a form and content to be approved by District Legal Counsel , which provides for indemnification to the District for actions, misconduct or violations of law or regulations on the part of the indemnitor or indemnitor's agents and employees

#### 6.01.160 Use of District Name

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No franchisee or other collector or transporter shall use a firm name containing the words Nipomo Community Services District or other words implying District ownership.

**6.01.170 Appeal Process**

(a) When any party, by reason of special circumstances, believes that the Rules and Regulations prescribed here are unjust or inequitable as applied to a particular place or business within the District boundaries, the applicant may make written application to the General Manager stating the special circumstances, citing the provisions complained of, and requesting suspension or modification of such provision or charges as applied to his or her place and premises. The General Manager shall then forthwith consult with the collection service provider and cause an investigation of the conditions upon which the application is based. If after consultation with the collection service provider, the General Manager finds that such provisions or charges are unjust or inequitable as applied to the applicant's place or premises within the specified area, the General Manager may suspend or modify the provision or charge complained of as applied to such place or premises to be effective as of a date specified and to continue during the period of the special circumstances so found.

(b) Exemptions granted pursuant to (a) above are effective for one year.

**6.02.100 HEALTH AND SAFETY**

**6.02.110 Private Property to be Free of Excess Solid Wastes and Litter**

The owner, occupant or operator of any premises, business establishment or other property, vacant or occupied, shall be responsible for the safe and sanitary storage of all solid waste, recyclables, industrial waste, construction and demolition waste, bulky waste accumulated on the property. The property shall be free of excessive amounts of solid wastes, recyclables, industrial waste, construction and demolition waste and bulky waste.

**6.02.120 Careless Disposal of Solid Waste**

No person shall place or dump, or hire any person to place or dump, any solid waste or recyclables upon the right of way of any public highway, street, or thoroughfare, or upon the banks of any stream or dry watercourse, or upon the private property of any person, inhabited or uninhabited, or in a container that is either owned or under the control of another person.

**6.02.130 Solid Waste Disposal Frequency**

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(a) Except as provided in subsection (b) below, the occupant of any residential or commercial property shall dispose of or remove from the premises, at least once each week, all solid waste created or produced or accumulated in or about the premises.

(b) All solid waste created, produced or accumulated at or about any restaurant, retail or wholesale market, food processing facility, hotel, motel, or other business establishment where food is sold, prepared or served, shall be removed from the premises at least twice each week, or more frequently if determined necessary by the General Manager

#### 6.02.140 Collection Schedule

(a) Each franchisee shall provide a minimum regular collection schedule, consistent with Section 6.02.130 above, for his or her customers within the territory specified in the franchise agreement. The schedule shall be set forth in the franchise agreement

(b) No collections shall be made in residential districts or at schools, churches, hospitals, offices, motels, hotels or commercial establishments adjacent to such residential districts prior to six a.m. or after nine p.m.

#### 6.02.150 Servicing all Requests Required

(a) Each franchisee shall provide pickup service to all residential premises and commercial establishments situated within the franchise area, subject to payment by the residential occupant or operator of a commercial establishment.

(b) All solid waste collection services shall be provided to every person, commercial establishment or other entity on an equal, nondiscriminatory basis.

#### 6.01.155 Solid Waste Storage Containers

(a) No person maintaining any premises where solid waste is created, accumulated, or produced shall fail or neglect to procure and store solid waste containers, as specified in subsections (1), (2), (3), (4) or (5) below:

(1) All garbage created, accumulated or produced on the premises shall be stored watertight, impervious containers having close-fitting lids and shall be constructed of substantial, nonabsorbent materials.

(2) All recyclables, green waste or other solid wastes, other than garbage, shall be stored in separate containers which are sufficient in size to hold all such material without spilling or causing litter or a nuisance. Paper or plastic bags may be used

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if they are securely closed and of sufficient strength to resist puncture or attack by animals.

(3) Mechanically lifted solid waste bins may be used if they meet the requirements of the State Minimum Standards for Solid Waste Handling and Disposal, Title 14 California Code of Regulations, commencing with Section 17301.

(4) All solid waste containers, with the exception of mechanically dumped bins, shall have external handles or a bail. With the exception of mechanically dumped bins or waste wheelers, containers shall not exceed thirty-five gallons in capacity and a total weight of seventy-five pounds. Where putrescible waste is deposited, the container shall have doors or covers which are insect resistant and such doors or covers shall remain closed except during loading and unloading.

(5) Containers for solid waste and recyclables shall be of an adequate size and in sufficient numbers to contain, without overflowing, all the material that a household or other establishment generates within the designated removal period.

6.02.160 Requirements for Solid Waste Storage Area.

(a) Except as provided in Section 6.02.170 below, solid waste shall be stored in a solid waste storage area as defined by Subsection (b) and (c) below.

(b) The solid waste storage area shall be located within one hundred feet of the dwelling or building it serves. Containers or bins with a capacity of over one hundred gallons shall not be permanently located closer than twenty-five feet to any windows, doors or ventilation intake in any dwelling or other building, either on the subject property or adjacent properties. No can or bin shall be permanently located in any front setback area or on public property.

(c). In addition to the requirements of Subparagraph (b) above, commercial and industrial storage areas shall be constructed with sufficient retaining walls, fences, guard rails or bumpers to protect adjacent parking spaces. The floor or bottom surface of the solid waste storage area shall be made of concrete or other approved impervious material and shall provide an anti-roll curb. The geometry of the waste collection area shall be such that bins may be conveniently loaded onto or emptied into collection vehicles without having to move the bins prior to their initial contact with the collection vehicle at the start of the vehicle loading cycle, except that bins equipped with wheels or casters may be located such that they do not have to be moved more than ten feet to properly position them to make the initial contact with the vehicle.

3/29/01

### **6.03.100 SOLID WASTE SERVICE**

#### 6.03.110 Service Requirements

(a) Each solid waste and recyclables collection permittee shall provide pickup service to all residential premises and commercial establishments situated within the area specified in his or her Franchise Agreement, subject to payment by the residential occupant or operator of a commercial establishment.

(b) It shall be the responsibility of each solid waste customer to segregate solid waste in separate containers for collection.

(c) All commercial and residential properties receiving solid waste collection services shall be provided under one billing structure that will include the collection of solid waste and recyclables. However, there may be joint or multiple use of commercial solid waste containers, subject to reasonable conditions established by the collection service and that are approved by the General Manager.

(d) The party responsible for payment for solid waste service is deemed to be the property owner and all the fees and charges hereinafter referred to shall be collected directly by the authorized collection service, unless otherwise provided for in a written agreement, including a franchise agreement, by and between the collection service and the District.

#### 6.03.120 Interference

No person other than a franchisee or customer shall interfere in any manner with any solid waste container or the contents thereof, or remove any such solid waste container from the location where it was placed by the customer or Franchisee, nor remove the contents from any solid waste container.

#### 6.03.130 Rates and Charges

Rates and charges for residential and commercial solid waste collection shall be established by the District Board of Directors pursuant to the District's ordinance adoption policies. The rate schedule for residential and commercial solid waste service is attached hereto as Exhibit A.

### **6.04.100 RESERVED**

### **6.05.100 COLLECTOR REGULATIONS**

3/29/01

6.05.110 Permit and Franchise Agreement Required

(a) It is unlawful for any person to collect, haul, or transport for hire solid waste within the Nipomo Community Services District boundary unless said person has been issued:

(1) A County permit to engage in such occupation that is filed with the General Manager; and

(2). A Franchise Agreement with the District.

(b) It is unlawful for any person to collect, haul, or transport for hire bulky waste, construction and demolition waste unless said person has a County permit to engage in such occupation.

6.05.115 Collector—Litter Control

Any person collecting or transporting solid wastes, recyclables, bulky waste, construction and demolition or putrescible waste shall be responsible for the prevention of littering or the creation of a nuisance at the loading point, during transport and during unloading operations.

6.05.120 Identification

The identification of solid waste and recyclables storage containers and vehicles used in the collection and transport of solid wastes shall be governed by Title 14 California Code of Regulations Sections 17316 and 17344.

6.05.125 Vehicle—Type and Condition

(a) All vehicles used in the collection or transportation of solid waste or recyclables shall be kept in good mechanical condition, clean and neatly painted. The vehicle shall carry a shovel, broom and fire extinguisher.

(b) Packer type completely enclosed trucks shall be used to the greatest possible extent for solid waste collection. Other suitable equipment as required by terrain, type of solid waste and recyclables to be hauled, or other special conditions may be approved by the General Manager.

(c) Vehicles used for the collection and transport of solid waste shall have an enclosed waste compartment, be self-unloading and be originally constructed for the purpose of solid waste collection. Solid waste vehicles with a rated capacity of more than



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6.02.170 Collection of Solid Waste.

Each solid waste container provided by the franchisee, owner, manager or person in possession, charge or control of any residential, complexes, developments and projects and every person occupying a dwelling within the District boundaries shall be kept or placed entirely above ground level at a location which is convenient for access by collection personnel during the time for collection, as set forth below.

(a) All residential containers shall be placed for collection along the street in front of the premises or the rear alley, when applicable, only on the date established for the collection of solid waste on the particular route, or after 5:30 p.m. on the day immediately prior to such collection, and shall not remain thereon for more than twelve (12) hours after it has been emptied unless in yard service has been contracted for. Upon collection, the Franchisee shall place all standard containers approximately 3 feet from the edge of the street or roadway, to avoid creating a safety hazard.

(b) Provisions shall be made for easy access, with no obstacles. Where in-yard service is provided, proportionately higher rates may be charged by the hauler subject to the rate setting process pursuant to these Rules and Regulations.

6.02.180 Roll – off Box Service

(a) Roll-off box service shall not be utilized to replace residential and/or commercial collection and transportation services provided by a franchisee.

(b) Roll-off box service in the District is limited to the collection and transportation of bulky waste, construction and demolition waste, industrial waste, and green waste.

(c) Roll-off boxes shall not be utilized for the storage, collection or transportation of putrescible solid waste or putrescible recyclables.

(d) Roll-off box service providers shall be subject to the requirements of Sections 8.12.510(b), 8.12.515, 8.12.520, 8.12.540, and 8.12.555 below.

(e) Roll-off boxes shall be covered during transportation.

(f) Roll-off boxes shall be identified with the name and telephone number of the service provider and shall be equipped with reflectors or reflective markings on each exterior corner.



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6.05.110 Permit and Franchise Agreement Required

(a) It is unlawful for any person to collect, haul, or transport for hire solid waste within the Nipomo Community Services District boundary unless said person has been issued:

(1) A County permit to engage in such occupation that is filed with the General Manager; and

(2). A Franchise Agreement with the District.

(b) It is unlawful for any person to collect, haul, or transport for hire bulky waste, construction and demolition waste unless said person has a County permit to engage in such occupation.

6.05.115 Collector—Litter Control

Any person collecting or transporting solid wastes, recyclables, bulky waste, construction and demolition or putrescible waste shall be responsible for the prevention of littering or the creation of a nuisance at the loading point, during transport and during unloading operations.

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The identification of solid waste and recyclables storage containers and vehicles used in the collection and transport of solid wastes shall be governed by Title 14 California Code of Regulations Sections 17316 and 17344.

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(a) All vehicles used in the collection or transportation of solid waste or recyclables shall be kept in good mechanical condition, clean and neatly painted. The vehicle shall carry a shovel, broom and fire extinguisher.

(b) Packer type completely enclosed trucks shall be used to the greatest possible extent for solid waste collection. Other suitable equipment as required by terrain, type of solid waste and recyclables to be hauled, or other special conditions may be approved by the General Manager.

(c) Vehicles used for the collection and transport of solid waste shall have an enclosed waste compartment, be self-unloading and be originally constructed for the purpose of solid waste collection. Solid waste vehicles with a rated capacity of more than

3/29/01

one and one-half tons (three thousand pounds) shall be equipped with audible, automatic backup warning devices.

(d) Vehicles used for the collection and transport of recyclable materials shall have a covered materials holding compartment and shall, to the greatest extent possible, be originally constructed for the purpose of recyclables collection and transportation. Recyclables vehicles with a rated capacity of more than one and one-half tons (three thousand pounds) shall be equipped with audible, automatic backup warning devices.

(e) No person, including but not limited to franchisees shall transport wet solid waste within the District boundary unless such solid waste is enclosed in containers or equipment which meets the requirements of Title 14 California Code of Regulations, commencing with Section 17341, and which in all instances shall be equipped with close-fitting covers. The covers shall be affixed to the tanks, containers or other receptacles, in such a manner as to prevent the dropping or spilling of any solid waste within the District boundaries.

#### 6.05.130 Records Required

(a) Each collector shall keep and maintain such operating records as the General Manager may require to ascertain the extent of compliance with this chapter, and shall, if so requested by the General Manager, submit periodic reports of his or her operations.

(b) Each collector shall maintain a record of customer complaints, to include a record of the action taken to resolve each complaint. Such record shall be available for inspection by the General Manager for a period of at least three years.

#### 6.05.135 Vehicle and Equipment Inspection

Subject to the provisions of existing law, the vehicles and equipment of a collector may be inspected by the General Manager at any reasonable time, at the point of operation or at the collector's service yard.

#### 6.05.140 Collector's Employees

It shall be the collector's responsibility to assure that all employees driving vehicles used by or belonging to the collector have in their possession, at all times, a valid commercial vehicle operator's license. The General Manager may periodically review these records.

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#### 6.05.145 Interruption of Service by Labor Dispute

(d) In the event that an approved collector's operations are interrupted by a labor dispute and scheduled collections, or solid waste facilities' operations are discontinued for more than a seventy-two-hour period, the District shall have the right to take temporary possession of all facilities and equipment of the collector for the purpose of continuing the service which the collector has agreed to provide, and in order to protect the public health and safety. The District shall have the right to retain possession of the facilities and equipment and to render the required service until the collector demonstrates to the satisfaction of the District that the required services can be resumed by the collector. However, such temporary assumption of the collector's obligation under her or his franchise agreement shall not be continued by the District for more than one hundred twenty days from the date such operations were undertaken. Should the collector fail to demonstrate to the satisfaction of the District that the required services can be resumed by the collector prior to the expiration of the one-hundred-twenty-day period, the franchise agreement granted under these Rules and Regulations shall be forfeited and the rights and privileges granted in the franchise agreement shall be canceled and annulled.

(b) During any period in which the District temporarily assumes the obligations of a collector, as specified in subsection (a) above, the District shall be entitled to the gross revenue attributed to the operations during each period and shall pay therefrom only those costs and expenses applicable or allocable to the period. The excess, if any, of revenue over applicable costs and expenses during such period shall be deposited in the treasury of the District. Final adjustment and allocation of gross revenue, costs and expenses for the period during which the District temporarily assumes the obligations of a collector shall be determined by an audit by a certified public accountant or licensed public accountant and prepared in report form with his or her opinion annexed thereto.

#### 6.05.150 Customer Information

Each collection franchisee shall establish and maintain an office where service may be applied for and complaints made. The office shall be equipped with a listed telephone, to which calls from residents within the franchisee collection area may be placed without payment of a toll charge and shall have a responsible person in charge, for at least seven hours between the hours of nine a.m. and five p.m. of each day except Saturdays, Sundays and legal holidays. The office shall maintain an answering service or shall be equipped with a recording answering machine during nonoffice hours. Each collection franchisee shall supply all serviced premises with printed information cards containing information regarding amounts of solid waste or recyclables which will be collected, complaint procedures, rates, regulations, and days of collection. Information cards shall be provided to each customer at the time of subscription and at least once

3/29/01

every year thereafter, or more often upon request, and shall be provided in advance of route, rate or regulation changes.

**6.05.155 Nonliability of District**

Neither the District nor any of its officers or employees shall be liable, or in any way responsible, for the payment of any service rates or charges due the collector for performing services for any person or entity other than the District

**6.05.160 Franchisee—Nonassignable**

No permit or franchise granted under these Rules and Regulations shall be assignable or transferable, either voluntarily or by operation of law, without the written permission of the District Board of Directors pursuant to the terms and conditions of the franchise agreement.

**6.05.165 Limitations of Regulations**

(a) Except for Sections 6.05.115, 6.05.140 and 6.05.155 these collector regulations do not apply to the collection and removal of greenwaste by individual residents and by individuals doing business as professional landscapers and/or tree service providers, when the collection is directly related to their work.

(b) Except for the provisions of Section 6.05.115, 6.05.140, and 6.05.155 these collector regulations do not apply, or prohibit any producer of solid waste, bulky waste, construction and demolition waste from hauling the same to a permitted disposal site.

**6.06.100 FRANCHISE AGREEMENTS**

**6.06.105 Award by the Board of Directors**

The Board of Directors may award exclusive or nonexclusive franchises, with or without competitive bidding, for the collection of solid waste within the district boundaries.

**6.06.110 Services**

Any right of the franchisee to perform services pursuant to this section and a franchise agreement shall be set forth in the franchise agreement.

**6.06.115 Territory**

3/29/01

The territory where the franchisee has been provided a geographical right to perform services shall be set forth in the franchise agreement.

#### 6.06.120 Customers

The franchise agreement shall require the franchisee to maintain a record of customer complaints and of the franchisee's response to those complaints, and the franchise agreement shall further require that any said records pertaining to customer complaints shall be made available, or reported to the General Manager.

#### 6.06.130 Lawful Disposal of Solid Waste

The franchise agreement shall require the franchisee to assume the sole responsibility for securing a location to dispose of solid waste, and shall further require that the franchisee dispose of waste materials in compliance with all applicable federal, state and local laws and regulations.

#### 6.06.135 Term

The franchise agreement shall provide for a term which does not exceed ten years.

#### 6.06.140 Indemnification

The franchise agreement shall include an indemnification provision, subject to approval of District Legal Counsel, which shall provide that the franchisee will defend and indemnify the District for any actions, including negligence, misconduct or violations of law or regulations on the part of the franchisee or the franchisee's agents and employees. The franchise agreement shall also include a provision requiring the franchisee to defend and indemnify the District for all actions of the franchisee associated with the franchisee's role as the arranger of municipal solid waste service, or as a principal related party in performing solid waste service under any federal or state laws or regulations. The franchisee shall also defend and indemnify the District from any and all legal action against the District on the basis of the assertion that the District is an arranger of municipal solid waste services as a result of the franchise agreement.

#### 6.06.145 Reporting

Notwithstanding the reporting requirements pursuant to any other provision of these Rules and Regulations, the franchise agreement shall require the franchisee to report the following information to the District.

3/29/01

(a) Information relating to the quantities, types, volumes, weights, nature and location of waste collected, transported and disposed;

(b) Annual financial statements prepared in accordance with generally accepted accounting principles and audited by a certified public accountant. The financial statement shall include an opinion of the certified public accountant, and any opinion which reflects any breach of the terms and conditions of the franchise agreement by the franchisee may result in a limitation or loss of the franchisee's right to perform services.

#### 6.06.150 Related Parties

The franchise agreement shall require the franchisee to annually disclose the entire nature and extent of transactions with related parties, as such parties are recognized by generally accepted accounting principles. The disclosure shall be on forms provided by the District.

#### 6.06.155 Assignment

All franchise agreements awarded by the Board of Directors shall be subject to the limitations on transfer or assignment:

#### 6.06.160 Permit Requirement

The franchisee shall be required to possess, and at all times maintain compliance with, County permits to collect solid waste in those geographical areas defined in the franchise agreement. The franchise agreement shall also include a provision that a loss or limitation of the franchisee's permit shall result in the loss or limitation of the franchisee's right to perform services established in the franchise agreement.

#### 6.06.170 Penalties for Noncompliance

The franchise agreement shall require that the franchisee's right to perform services may be limited or lost for noncompliance with the terms and conditions of the franchise agreement. In addition, the franchise agreement shall establish reasonable fines, penalties and liquidated damages for nonperformance or breaches of the agreement.

### **6.07.100    EXCEPTIONS**

#### 6.07.110

Nothing in these Rules and Regulations shall be deemed to prohibit the removal and hauling by a licensed person of materials considered by the General Manager to



3/29/01

constitute a health menace of such nature as necessary to be ordered to be promptly removed.

6.07.120

The provisions of these Rules and Regulations shall not be interpreted to prevent the maintenance of a household compost pile on private property so long as it does not become a public or private nuisance.

6.07.130

Nothing in this Ordinance shall limit the right of an individual person, organization or other entity to donate, sell or otherwise dispose of recyclable material, provided that any such disposal is in accordance with the provisions of these Rules and Regulations.

**6.08.100 ENFORCEMENT-PENALTIES-NUISANCE**

6.08.110 Violations, Misdemeanors and Infractions

It is unlawful for any person to violate any provision or to fail to comply with any of the requirements of these Rules and Regulations. A violation of any of the provisions or a failure to comply with any of the requirements shall constitute a misdemeanor except for those specifically declared by these Rules and Regulations to be an infraction. Notwithstanding any other provision of these Rules and Regulations, any misdemeanor violation or failure to comply may, in the discretion of the District Legal Counsel, be initially charged or subsequently prosecuted as an infraction. Each and every infraction violation is punishable by a fine not exceeding one hundred dollars for a first violation; a fine not exceeding two hundred dollars for a second violation of these Rules and Regulations within one year; and a fine not exceeding five hundred dollars for a third violation of these Rules and Regulations within one year. Each and every misdemeanor violation is punishable by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provisions of these Rules and Regulations is committed, continued, or permitted by such person and shall be punishable accordingly.

6.08.120 Violations: Aiding, Abetting and Concealing

Every person who causes, aids, abets, or conceals the fact of a violation of these Rules and Regulations is guilty of a violation of these Rules and Regulations.

**NCSD WORKING DRAFT  
FOR BOARD OF DIRECTORS,  
STAFF AND FRANCHISEE COMMENTS**

3/29/01

6.08.130 Public Nuisance: Enforcement by Civil Action

In addition to the penalties provided in these Rules and Regulations, any condition caused or permitted to exist in violation of any of the provisions of these Rules and Regulations shall be deemed a public nuisance and may be abated as such, and every day such condition continues shall be regarded as a new and separate offense.

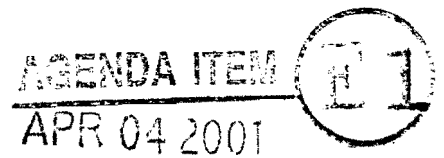
6.08.140 Injunctive Relief

These Rules and Regulations may also be enforced by injunction issued by the superior court upon the suit of the District or the owner or occupant of any real property affected by such violation or prospective violation. This method of enforcement shall be cumulative and shall not affect the penal provisions hereof.

6.08.150 Attorneys' Fees

In any civil action commenced by the District to abate a public nuisance, to enjoin a violation of any provision of these Rules and Regulations, or to collect a civil debt owing to the District, the District shall be entitled to recover from the defendant in any such action reasonable attorneys' fees and costs of suit.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *D*  
DATE: APRIL 4, 2001



REQUEST FOR SERVICE  
091-091-032  
BLAIR

**ITEM**

Request for water service to 1255 N. Frontage Rd., Summit Station area

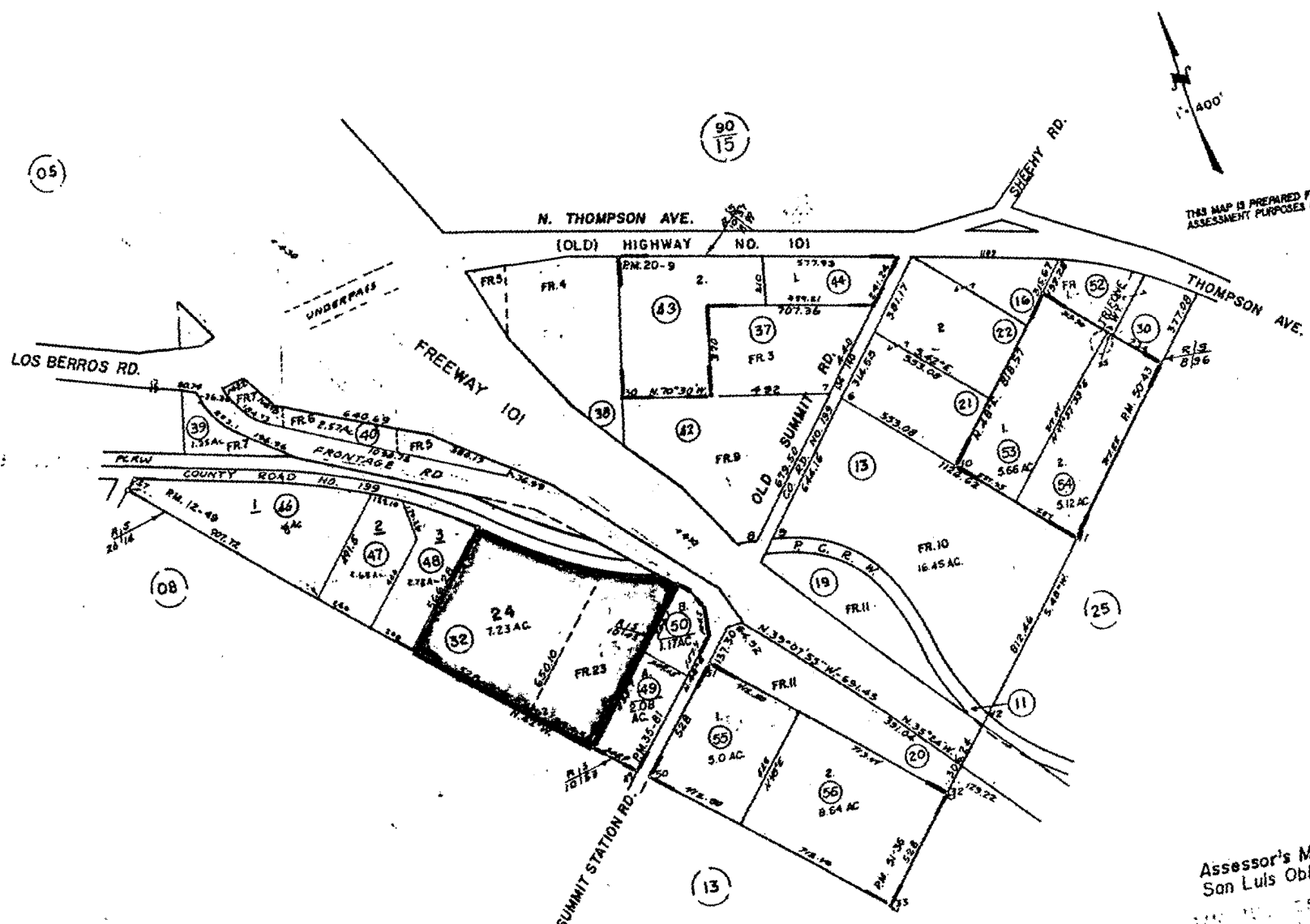
**BACKGROUND**

The District has received a request from Mr. Bob Blair for an Intent-to-Serve letter for APN 091-091-032 which represents 2 parcels fronting N. Frontage Rd. in the Summit Station area. The parcel is part of the original Assessment District 93-1 (Summit Station). The assessment spread was based on the assessor's parcel numbers (APN), even though the APN map shows two parcels. If the second property is developed, then the in-lieu fees must be paid along with the normal District Water Capacity Fees. Your Honorable Board may approve an Intent-to-Serve letter for APN 091-091-032 with the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Pay the in-lieu fee associated with Assessment District 93-1
3. Submit improvement plans showing location of water service to the property.
4. Pay all appropriate District water and other fees associated with this development.
5. This Intent-to-Serve Letter will expire two years from date of issuance.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve an Intent-to-Serve letter with the above conditions which must be completed before service is provided.



THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY

Assessor's Map, County of San Luis Obispo, Ca.

RHO NIPOMO, LOS BERROS TR., R.M. A, PG. 10B.

REV. 10-24-84  
11-27-88  
11-1-89

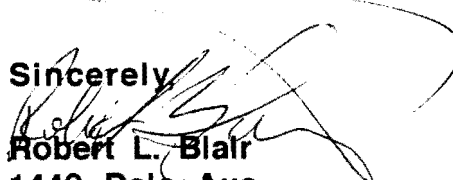
Doug Jones  
General Manager NCSD

3/236/01

Dear Doug:

I would like to apply for an intent to serve letter for my remaining 5 ac. parcel of land at 1255 North Frontage Road in rural Arroyo Grande, at the Thompson Los Berros intersection. I have applied for a building permit on 1/11/01 for parcel 091-091-032 [ request # 312-19645 ]. At present I am currently on a waiting list to start construction. It is my intention to get an exception from the growth cap. If this is not granted I will seek permission to start construction & acquisition of utilities & site work. I will need an extension of at least one power pole & 400 feet of underground electric line , 400+ feet of natural gas line extension , as well as 400 feet of 2" water line from the street to the building site. Once I have been approved to proceed I will then pay all the fees necessary and convert my intent to serve into a proper will serve letter & install the connection & meter. Would you please place this request before the NCSD Board of Director for their consideration & approval at your earliest convenience. Thanks again.

Sincerely,



Robert L. Blair  
1449 Dale Ave.  
Arroyo Grande , California 93420  
805-489-9171

RECEIVED

MAR 26 2001

NIPOMO COMMUNITY  
SERVICES DISTRICT

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: APRIL 4, 2001



REQUEST FOR WATER SERVICE  
APN 091-327-042  
VASQUEZ

**ITEM**

Request for Intent-to-Serve letter for water service at Inga Rd. for proposed industrial center

**BACKGROUND**

The District received a letter from Norman & Vasquez Associates requesting water service to a proposed industrial development on Inga Rd. off of N. Frontage Rd. The attached improvement plan shows the layout of the proposed development. The Board may issue an Intent-to-Serve letter for the proposed project with the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fee.
2. Submit improvement plans showing where the water service and irrigation service will be connected to the existing water line in Inga Rd. in accordance with the District Standards and Specifications for review and approval.
3. Pay all appropriate District water and other fees associated with this development.
4. This Intent-to-Serve Letter will expire two years from date of issuance.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the Intent-to-Serve letter for the proposed industrial development on Inga Rd. with the above conditions.

Board 2001\Intent 91-327-092.DOC

Norman & Vasquez Associates

101 West Branch Street, Suite 12  
Arroyo Grande, California 93420  
(805) 481-5645

James R. Norman, Architect  
Mark Vasquez, Associate

Nipomo Community Services District  
148 S. Wilson  
Nipomo, California 93444  
ATT: Mr Doug Jones  
RE: Fruit Industrial Development

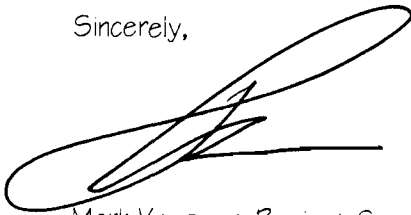
Mar 13, 2001

Mr. Jones,

Attached are the preliminary design plans for this project and reductions for your use at Board level. The project will use community water for irrigation & common restroom water and private wastewater disposal. Please review the enclosed documents and provide a intent to serve letter for our use in County Development Permit approvals.

If you have any further questions, please do not hesitate to contact me to discuss the project.

Sincerely,



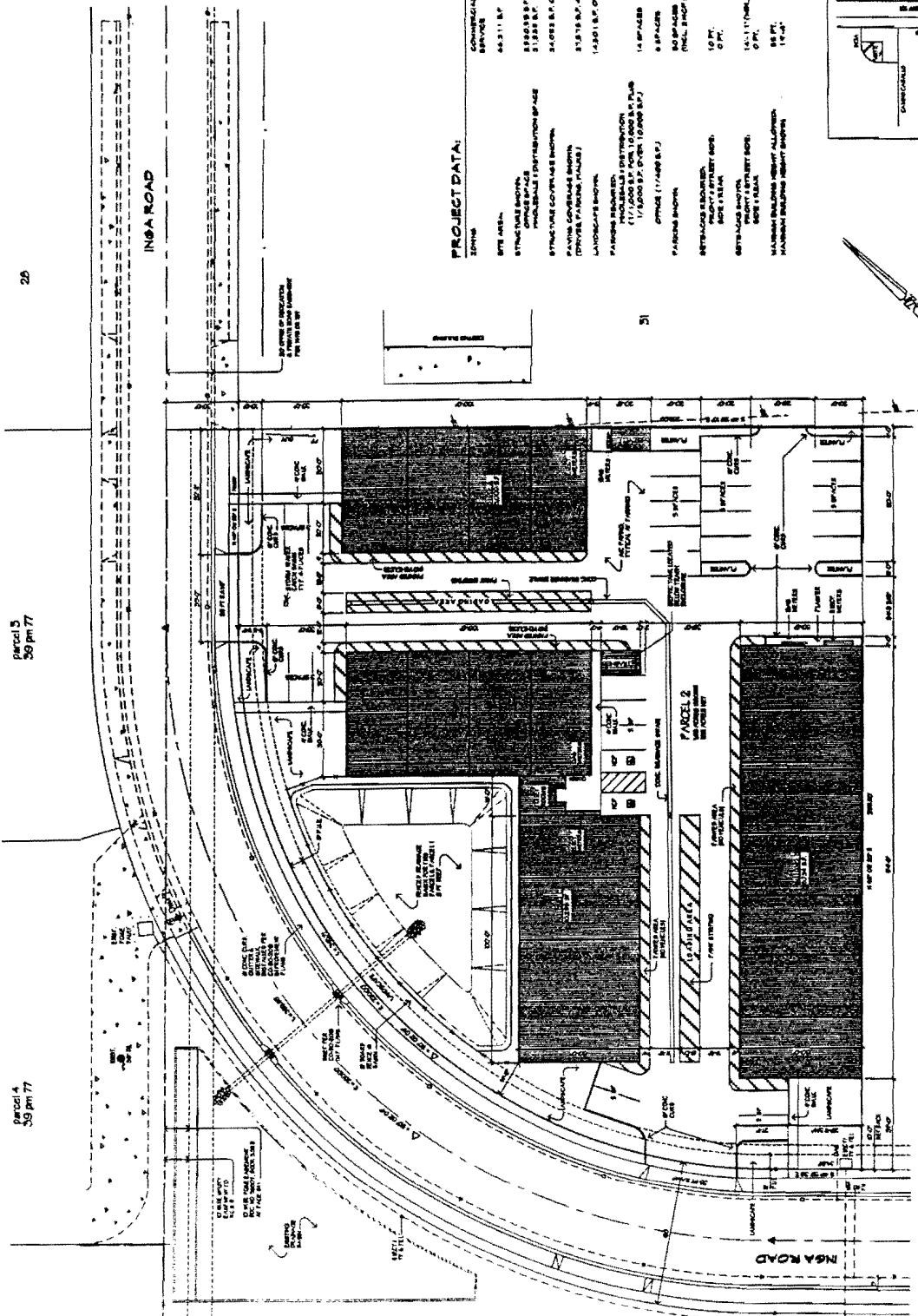
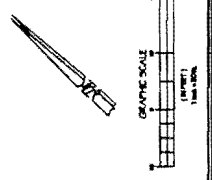
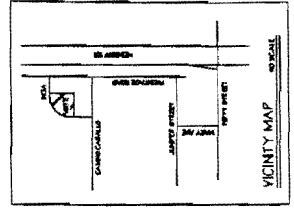
Mark Vasquez, Project Coordinator

Attachments: 1 set project plans  
1 set 8 1/2 x 11 reductions

# A Proposed Industrial Center

### PROJECT DATA:

- GENERAL SERVICE**
- 462,311 S.F.
- 3,850,000 S.F.
- 2,100,000 S.F.
- 24,000 S.F. ON 25.00 AC.
- 37,510 S.F. - 1.58 AC.
- 14,250 S.F. ON 22.00 AC.
- 14 SPACES
- 8 SPACES
- 80 SPACES
- 100 SPACES
- 10 FT.
- 14.11 FT. (MAX)
- 0 FT.
- 88 FT.
- 14 FT.



### SITE PLAN

PARCEL 2 OF PARCEL MAP CO. TO 509



AGENDA ITEM

APR 04 2001



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: APRIL 4, 2001

### 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 March 7, 2001 Regular Board meeting
- F-3) CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) [RECOMMEND APPROVAL]  
Contract amendment with PERS to include one-year final compensation

## WARRANTS APRIL 4, 2001

### HAND WRITTEN CHECKS

18424	03/26/01	VENTURA COUNTY AIR POLLUTION CONTROL DIST	35.00
005707	04/04/01	PENINSULA PUMP & EQUIPMNT	3025.16
005708	04/04/01	PERS RETIREMENT	19384.62
005709	04/04/01	PERS HEALTH BENEFITS	3540.28
005710	04/04/01	PRECISION JANITORIAL	275.00
005711	04/04/01	QUINN ENGINE SYSTEMS	189.63
005712	04/04/01	QUINN RENTAL SERVICES	119.49
005713	04/04/01	RICHARDS, WATSON, GERSHON	12891.51
005714	04/04/01	SAIC	9408.75
005715	04/04/01	ALBERT SIMON	100.00
005716	04/04/01	DIV OF ENVIRON HEALTH	558.00
005717	04/04/01	STATE WORKERS' COMP FUND	2876.32
005718	04/04/01	TERMINIX	43.00
005719	04/04/01	THE GAS COMPANY	132.91
005720	04/04/01	USA BLUEBOOK	212.89 180.02
		Check Total.....:	392.91
005721	04/04/01	VERIZON	31.19
005722	04/04/01	VERIZON WIRELESS	46.64
005723	04/04/01	MICHAEL WINN	50.00 100.00
		Check Total.....:	150.00
005724	04/04/01	WIRSING, JUDY	100.00
005725	04/04/01	XEROX CORPORATION	80.17
		Cash Account Total.....:	43815.82
		Total Disbursements.....:	43815.82

### COMPUTER GENERATED CHECKS

005690	04/04/01	ADVANTAGE ANSWERING PLUS	278.00 106.00
		Check Total.....:	384.00
005691	04/04/01	AIR POLLUTION CONTROL	446.00
005692	04/04/01	ROBERT L BLAIR	100.00
005693	04/04/01	CENTRAL COAST FENCE INC	2366.40
005694	04/04/01	CHARTER COMMUNICATIONS	46.35
005695	04/04/01	CORBIN WILLITS SYSTEMS	505.00
005696	04/04/01	CREEK ENVIRONMENTAL LABS	30.00 25.00 30.00 30.00
		Check Total.....:	145.00
005697	04/04/01	DEPARTMENT-HEALTH SERVICE	60.00 60.00
		Check Total.....:	120.00
005698	04/04/01	EMPLOYMENT DEVELOP DEPT	1176.00
005699	04/04/01	FED EX	210.48
005700	04/04/01	FGL ENVIRONMENTAL	44.80 44.80 44.80 44.80
		Check Total.....:	179.20
005701	04/04/01	GWA INC	25.00
005702	04/04/01	IKON OFFICE SOLUTIONS	47.20 47.17
		Check Total.....:	94.37
005703	04/04/01	MID STATE BANK	45.00
005704	04/04/01	MIDSTATE BANK MASTERCARD	638.00 50.93 75.28 19.95 982.70
		Check Total.....:	1766.86
005705	04/04/01	RICHARD MOBRAATEN	50.00 100.00
		Check Total.....:	150.00
005706	04/04/01	PACIFIC BELL	33.96
005705	04/04/01	PACIFIC BELL	71.69 50.53
		Check Total.....:	156.18

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

MARCH 21, 2001

F 2

REGULAR 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  
MICHAEL WINN, DIRECTOR  
JUDITH WIRSING, DIRECTOR

### **STAFF**

DOUGLAS JONES, GENERAL MANAGER  
DONNA JOHNSON, SEC. 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 10:34 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 Comment. There was none.

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

**D-1) REFINANCING OF EXISTING DEBT - AD 93-1**  
Review of refinancing debt obligation

President Blair stepped down from the Board during this item because of a conflict of interest in the matter. He owns property in the Summit Station area.

Richard Brandis and Nicki Tallman, consultants from IBIS Securities, presented information concerning the possibility of refinancing the existing Assessment District 93-1, Summit Station.

The following members of the public spoke:

Bob Blair, Summit Station area, Rural Arroyo Grande - would like to see interest rate lowered which would lower his payments.

Carol Mitchell, Nipomo resident - Asked question about refinance percentage.

Vince McCarthy, Nipomo resident - Will there be public disclosure of final debt? Ans: Yes Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously agreed to have IBIS Securities make a presentation to the Board in May. Vote 4-0. President Blair returned to the chair.

**D-2) INTEGRATED WASTE MANAGEMENT AUTHORITY - MEMORANDUM OF AGREEMENT (MOA)**  
Review the IWMA-MOA to allow membership of Special Districts

The Board reviewed the Memorandum of Agreement for the Integrated Waste Management Authority. There were no public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved Resolution 2001-759. Vote 5-0

RESOLUTION NO. 2001-759  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
APPROVING A MEMORANDUM OF AGREEMENT WITH THE SAN LUIS OBISPO COUNTY  
INTEGRATED WASTE MANAGEMENT AUTHORITY

- D-3) REIMBURSEMENT AGREEMENT - DRUMM LANE SEWERS (MITCHELL)  
Review agreement for reimbursement to developer for sewer costs in Drumm Lane

President Blair stepped down from the Board during this item because of a conflict of interest in the matter. He owns property in the Drumm Lane area within 500 feet of the project.

The Board reviewed the information presented concerning the reimbursement to the developer (Mitchell) for sewer costs in Drumm Lane.

The following members of the public spoke:

Carol Mitchell, Drumm Lane, Nipomo - Presented information to the Board concerning the number of buildable lots for a different count than shown in the Board packet information.

Marian Lindberg, Southland Street area, Nipomo - Agreed with the information presented to the Board. Wanted to know the possible time frame for this matter to be resolved.

Answer: Possibly a month.

Bob Blair, Rural Arroyo Grande - would like more information on lot lines.

Upon motion of Director Mobraaten and seconded by Director Wirsing, the Board decided to table this item until more information could be obtained. Vote 4-0.

**E. OTHER BUSINESS**

- E-1) BOARD OF DIRECTORS BY-LAWS  
Review revisions and adoption of Board of Directors By-Laws

The amended Board Bylaws were presented to the Board for possible approval. There were no public comments.

After a few grammatical corrections and upon motion of Director Wirri and seconded by Director Wirsing, the Board adopted Resolution 2001-760 establishing Board Bylaws. Vote 5-0.

**RESOLUTION NO. 2001-760  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
ESTABLISHING BOARD BYLAWS**

- E-2) NIPOMO MESA WATER QUALITY  
Review DWR water quality from Jan 2000 Draft Report

The Board reviewed some information concerning the presentation by Regional Water Quality Control Board representatives, Michael LeBrun and Scott Phillips.

The following member of the public spoke:

John Snyder, Rural Nipomo - Warned the Board to look closely at report.

No action was taken.

**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 March 7, 2001 Regular Board meeting

President Blair asked to have Item F-3 pulled for discussion.

Upon motion of Director Mobraaten and seconded by Director Winn, the Board approved Items F-1 and F-2 of the Consent Agenda. Vote 5-0

- F-3) DISTRICT CHARGE CARD  
Increase charge card limit with Mid-State Bank [RECOMMEND APPROVAL]

The District's charge card presently has a limit of \$2,000. There have been times when necessary purchases have exceeded the present limit. The Board discussed different limits and chose \$7,500. Upon motion of Director Mobraaten and seconded by Director Wirsing, the Board adopted Resolution 2001-761 increasing the charge card limit. Vote 5-0.

**RESOLUTION 2001-761  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
AUTHORIZING AN INCREASED LIMIT TO THE DISTRICT  
MASTER CARD THROUGH MID STATE BANK**

**G. MANAGER'S REPORT**

General Manager, Doug Jones, presented information on the following.

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| G-1) LAFCO REPRESENTATIVE             | G-4) CA-NV SECTION AWWA CONFERENCE |
| G-2) SLO-CSDA ANNUAL MEETING APRIL 20 | G-5) WOODLANDS SUPPLEMENTAL EIR    |
| G-3) ARTICLE ON WATER CONSOLIDATION   | G-6) ARTICLE ON GROWTH CHALLENGES  |

Legal Counsel, Jon Seitz, presented information concerning the reorganization of LAFCO and AB 2838 update.

**H. DIRECTORS COMMENTS**

**CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL GC§54956.9

- a. Litigation CPUC Appl. No. A 00-03-029 (Gov. Code §54956.9)
- b. SMVWCD vs NCS Santa Clara County Case No. CV 770214 and all consolidated cases.
- c. NCS vs State Dept of Health Services CV 990716, GC §54956.9

**ADJOURN**

President Blair adjourned the meeting at 1:00 p.m.

The next regular Board meeting will be held on April 4, 2001.

TO: BOARD OF DIRECTORS

FROM: DOUG JONES *DJ*

DATE: APRIL 4, 2001

AGENDA ITEM  
APR 04 2001



CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)  
CONTRACT AMENDMENT

**ITEM**

Approve contract amendment with PERS to include a one-year final compensation.

**BACKGROUND**

At the regular Board meeting held on February 21, 2001, your Honorable Board reviewed the contract amendment with the California Public Employees Retirement System (PERS) to include a one-year final compensation for employees. The District requested that PERS to do an actuarial evaluation in which the employer contribution would increase by 0.63 %. The actuarial evaluation completed by PERS found that the District had excess assets in its account primarily created from the legislative changes made by the State and how actuarial evaluation was conducted. Due to these assets, the District's contribution is presently at 0% and will remain at this 0% with this amendment for approx. 13 years. The Board previously approved the Resolution of Intention to approve an amendment to the PERS contract. This was the first procedure in amending the PERS contract. The attached contract amendment is now presented to the Board for approval.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the amendment to the contract between the Board of Administration, California Public Employees' Retirement System and the Nipomo Community Services District.

Board 2001\PERS CONTRACT AMENDMENT.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**RESOLUTION**  
**AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. \_\_\_\_\_

WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the Board of Directors of the Nipomo Community Services District entered into a contract effective on October 1, 1975 providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Clerk/Secretary

(Amendment)  
PERS-CON-13 (Rev. 1/98)



California  
Public Employees' Retirement System

---

**AMENDMENT TO CONTRACT**

**Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Nipomo Community Services District**

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The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1975, and witnessed August 13, 1975, and as amended effective April 22, 1999 and May 1, 2000 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 11 are hereby stricken from said contract as executed effective May 1, 2000, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1975 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.



3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).
4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
  - a. **SAFETY EMPLOYEES.**
5. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
6. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20965 (Credit for Unused Sick Leave).
  - b. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
  - c. Section 21574 (Fourth Level of 1959 Survivor Benefits).
  - d. Section 20042 (One-Year Final Compensation).
7. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
9. Public Agency shall also contribute to said Retirement System as follows:
  - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.

- b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
NIPOMO COMMUNITY SERVICES  
DISTRICT

BY \_\_\_\_\_  
KENNETH W. MARZION, CHIEF  
ACTUARIAL & EMPLOYER SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

**AGENDA ITEM**



APR 14 2001

TO: BOARD OF DIRECTORS

FROM: DOUG JONES *D*

DATE: APRIL 4, 2001

MANAGER'S REPORT

G-1) REDISTRICTING - LETTER FROM COUNTY

Redistricting of County's Board of Supervisors boundaries

G-2) SLO COUNTY ROAD SYSTEM GOALS AND POLICIES

Enclosed is a brochure from the County on their Goals & Policies

G-3) SLO COUNTY REDEVELOPMENT STUDY

Enclosed is correspondence from the County concerning a County Redevelopment Plan Feasibility Study, which will be held Friday, April 6, 2001, 7:00 p.m. at Ocean Elementary School multipurpose room.

Board 2001\mgr04041.DOC

# County of San Luis Obispo

COUNTY GOVERNMENT CENTER, RM. 370 • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5011



**DAVID EDGE**  
COUNTY ADMINISTRATOR

March 14, 2001

Doug Jones  
Nipomo CSD  
P.O. Box 326  
Nipomo, CA 93444

Dear Mr. Jones:

Every ten years, following collection of the census data, the County's Board of Supervisors is required to adopt an ordinance amending the supervisorial district boundaries, to account for population shifts and growth over the past decade and to ensure that legislative representation is fair and balanced. The primary goal is to bring the districts back into compliance with the one-person one-vote mandate of the federal and state constitutions. Our Board has determined that this year's redistricting effort will be an *adjustment* of the current supervisorial boundaries to comply with State and Federal law. Wholesale revisions of the boundaries will not be considered or attempted in this process.

While November 1, 2001 is the legal deadline, the redistricting plan should be enacted by the Board by August 21<sup>st</sup> to ensure an orderly primary election in March 2002 based on the new district lines. I am enclosing a fact sheet describing the purpose, recommended time line and legal considerations for your information. Given the tight time frame we have to develop a recommended redistricting plan to our Board, we would like to hear from your organization early in the process regarding any general needs or concerns related to the redistricting effort in our county.

I realize that it may be difficult to develop specific comments without viewing the data and understanding how the census blocks have changed over the past decade and the resulting implications for redistricting. We will not receive the Census 2000 data from the State until early or mid May. We will then have approximately 30 days to work with the data, using our Geographic Information System, to develop various options for the Board's consideration. This will not be the only opportunity your organization will have to provide input. We will be holding three public workshops in mid June to discuss the scenarios developed by staff and hear public comment. The public will also be able to provide input at the Board hearing targeted for August 21<sup>st</sup>.

To ensure that your input is considered as we construct various redistricting scenarios, please submit your comments in writing to Leslie Brown of my staff no later than May 8th. I expect that the outcome of this process will have no impact on your constituents and that District 4 will continue to fully encompass your community.

If you have any questions, please call me at 781-5011.

Sincerely,

A handwritten signature in cursive script that reads "David Edge".

**DAVID EDGE**  
County Administrative Officer

Enclosure

# FACT SHEET

## REDISTRICTING PROCESS

### **What is redistricting and why do it?**

Redistricting is the redrawing or adjusting of district lines to ensure that legislative representation is fair and balanced. It is done every ten years, after the census data is compiled, to account for population shifts and growth over the last decade. The purpose is to bring districts back into compliance with the one-person one-vote (i.e. equal population) mandate of the federal and state constitutions. In the case of the county, the supervisorial district lines are redrawn, but the number of districts (5) remains the same.

### **Who is responsible?**

The Elections Code provides for the Board of Supervisors to redraw supervisorial district boundaries. If the Board desires, others may be involved including an advisory committee comprised of county residents and/or interest groups. Redistricting can also be done by citizen initiative.

### **What is the deadline for redistricting?**

The legal deadline for enacting a redistricting plan per Elections Code Sections 21500 and 21501 is November 1, 2001. If this legal deadline is not met, a supervisorial redistricting commission, which includes the county assessor and county elections official and is lead by the district attorney, must enact a redistricting plan by December 31, 2001. This law was written before there was a March primary election. As a practical matter, a redistricting plan should be enacted by the Board of Supervisors by Mid-August. Election official need the new district lines by this time in order to bring their files and maps up to date, and to ensure an orderly primary election in March, 2002.

### **Suggested Timeline for Redistricting**

*(courtesy of California County – July/August 2000)*

<u>Date</u>	<u>Action</u>
Feb. 1, 2001	Have the process for redistricting and the team coordinating the effort in place.
April 1, 2001	State receives the data from the Census Bureau.
April 30, 2001	Statewide database constructed by 2000 Census blocks is completed.
May 23, 2001	Local data should be ready for public view by this date.
June 19 – July 9, 2001	Suggested timeframe for public hearings.
August 5-21, 2001	<b>Suggested timeframe for final redistricting plan enacted by the Board of Supervisors.</b>

September 28, 2001	“Signature-in-lieu” period begins for U.S. Senate, Congressional, Legislative, County and Judicial candidates. Supervisorial redistricting must be completed by this date for the new boundaries to be in use for the March, 2002 primary election
October 29 – November 7, 2001	Declaration-of-intention period for state and judicial candidates.
November 1, 2001 November 12 –	Last day for Supervisorial and Municipal Redistricting.
December 7, 2001	Nomination period (an filing period).
December 28 <sup>th</sup> , 2001	Registrars of voters begin printing ballots.

*Keep in mind that litigation can be a wild card in this whole process*

### **What are the rules?**

- Equal population: Both federal and state law require that districts be as nearly equal in population as is practical, taking into account the total population of the county including citizens and non-citizens, age-eligible voters, and those not yet old enough to vote. (Note: state prisoners may be excluded, per the California Attorney General.) Federal courts have interpreted the equal population standard to mean that a redistricting plan is valid if the total deviation between the largest and smallest district is < 10% in order to meet other mandated legal requirements. An even larger deviation may be acceptable if necessary to promote a legitimate and consistently applied county policy.
- Compliance with Section 2 of the Federal Voting Rights Act: Federal and state law requires a redistricting plan not be discriminatory against racial or language minorities in either purpose or effect, *even if unintended*. This is the area of most significant legal challenge since the last redistricting process in 1991. Such discrimination most often occurs when minority voters are concentrated in a district in numbers far greater than is needed for them to elect a candidate of their choice, thus wasting minority votes. Alternatively, discrimination will also occur when a large and geographically concentrated minority population is split between two districts where they are unlikely to be able to elect candidates of their choice, when, if kept together, they would be able to elect such a candidate.
- Cohesiveness, Contiguity, Integrity and Compactness of Territory: these factors are intended to protect the strength of minority votes, as well as other groups that share similar interests. The California Supreme court, in *Wilson vs. Eu*, has adopted a “functional view” of compactness “(it) does not refer to geometric shapes but to the ability of citizens to relate to each other and their representatives and to the ability of the representatives to relate effectively to their constituents. Further, it speaks to relationships that are facilitated by shared interests and by

membership in a political community including a city and county.” (1 Cal.4<sup>th</sup>, at 719.)

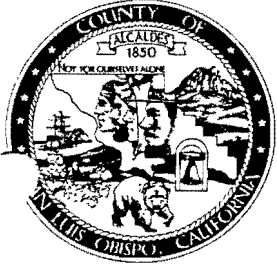
### **What are other criteria and practical considerations?**

1. Avoid drawing lines to match zip-code boundaries. These are for postal convenience and may be changed by the post office.
2. Be observant of topography -- natural barriers such as creeks, freeways, and mountain ridgelines can serve as boundary lines.
3. Be aware of other district lines (such as school district boundaries) and work with them to avoid voter confusion.

### **How will the data be analyzed?**

Census data will be provided to the County electronically in the format and with all the information needed to overlay the data onto our Archview GIS software. A redistricting module, available free to registered Archview users, has been downloaded – this is the tool the County will likely use to develop proposed redistricting boundaries. With redistricting software, “what if” scenarios can be performed with relative ease to determine the impact on population, racial composition and voting age by district as lines are moved to encompass or exclude census tracts or blocks. As boundary lines are modified, the County will be able to note changes to essential criteria such as communities of interest, compactness and other criteria noted above.





SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP  
DIRECTOR

BRYCE TINGLE, AICP  
ASSISTANT DIRECTOR

ELLEN CARROLL  
ENVIRONMENTAL COORDINATOR

FORREST WERMUTH  
CHIEF BUILDING OFFICIAL

NOTICE OF PUBLIC WORKSHOP  
ON THE  
SAN LUIS OBISPO COUNTY  
REDEVELOPMENT PLAN FEASIBILITY STUDY

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**WHEN:** April 6, 2001  
7:00 P.M.

**WHERE:** Oceano Elementary School - Multi-Purpose Room  
Wilmar Avenue & 17<sup>th</sup> Street  
Ocean, CA 93445

**WHAT:** San Luis Obispo County recently contracted with the consulting firm Urban Futures, Inc. (UFI) to conduct a Feasibility Study on the viability of redevelopment in San Luis Obispo County. UFI is analyzing the potential creation of one or more redevelopment project areas in unincorporated urban and village areas of the County.

UFI and County planning staff will conduct an informational public workshop on redevelopment and the Feasibility Study. At the workshop, the consultants will give a 20-minute presentation and then take questions from the audience.

**QUESTIONS:** If you have any questions contact Dana Lilley at 781-5715 or Lisa Wise at 788-2352.