

# NIPOMO COMMUNITY SERVICES DISTRICT

## AGENDA

APRIL 18, 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

*John*  
73  
20  
146.0  
150  
16.10

**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) REQUEST FOR SERVICE (GEIHS)

Request for water and sewer service to a 9-lot development on Butterfly Lane

D-2) REQUEST FOR WATER SERVICE (BODGER)

Request for water service for a 4-lot development between Sandydale & Inga Rds.

D-3) SOLID WASTE DISPOSAL SERVICE ORDINANCE

Introduction & first reading - ordinance to establish rules & regulations to provide solid waste services

D-4) REQUEST FOR ANNEXATION - TRACTS 1802 & 1856 (TRINCON)

Request to annex a 77-lot development south of Joshua Rd., 82 acres

**E. OTHER BUSINESS**

E-1) AGREEMENT FOR CROSS CONNECTION INSPECTION SERVICES

Agreement with County Health to provide cross connection inspection for the District

E-2) MONTECITO VERDE II SEWER LINE EASEMENT

Approval of appraisal agreement to establish a value of the Montecito Verde II sewer line easement

**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 April 4, 2001 Regular Board meeting

F-3) ACCEPTANCE OF IMPROVEMENTS - TRACT 1658 (KENGEL)

Accepting water & sewer improvements for Tract 1658

F-4) ACCEPTANCE OF IMPROVEMENTS - TRACT 1876 (NEUHAUSER)

Accepting water & sewer improvements for Tract 1876

F-5) INVESTMENT POLICY - QUARTERLY REPORT

March 31, 2001 First Quarterly Report

**G. MANAGER'S REPORT**

**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 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 May 2, 2001.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: APRIL 18, 2001

**AGENDA ITEM**  
**APR 18 2001**



REQUEST FOR WATER AND SEWER SERVICE  
BUTTERFLY LANE  
APN 092-142-015 CO 76-595  
GEIHS

**ITEM**

Request for water and sewer service to a 9-lot planned unit development on Butterfly Lane.

**BACKGROUND**

The District has received a request from Cary Geihs for a planned unit development County Project No. CO 76-595 at APN 092-142-015 which consists of nine lots at the end of Butterfly Lane. The proposed lot sizes range from 3,690 sq. ft. to 6,289 sq. ft. A proposed park area is approx. 10,753 sq. ft. The proposed home sizes would vary from 1,387 to 1,562 sq. ft.

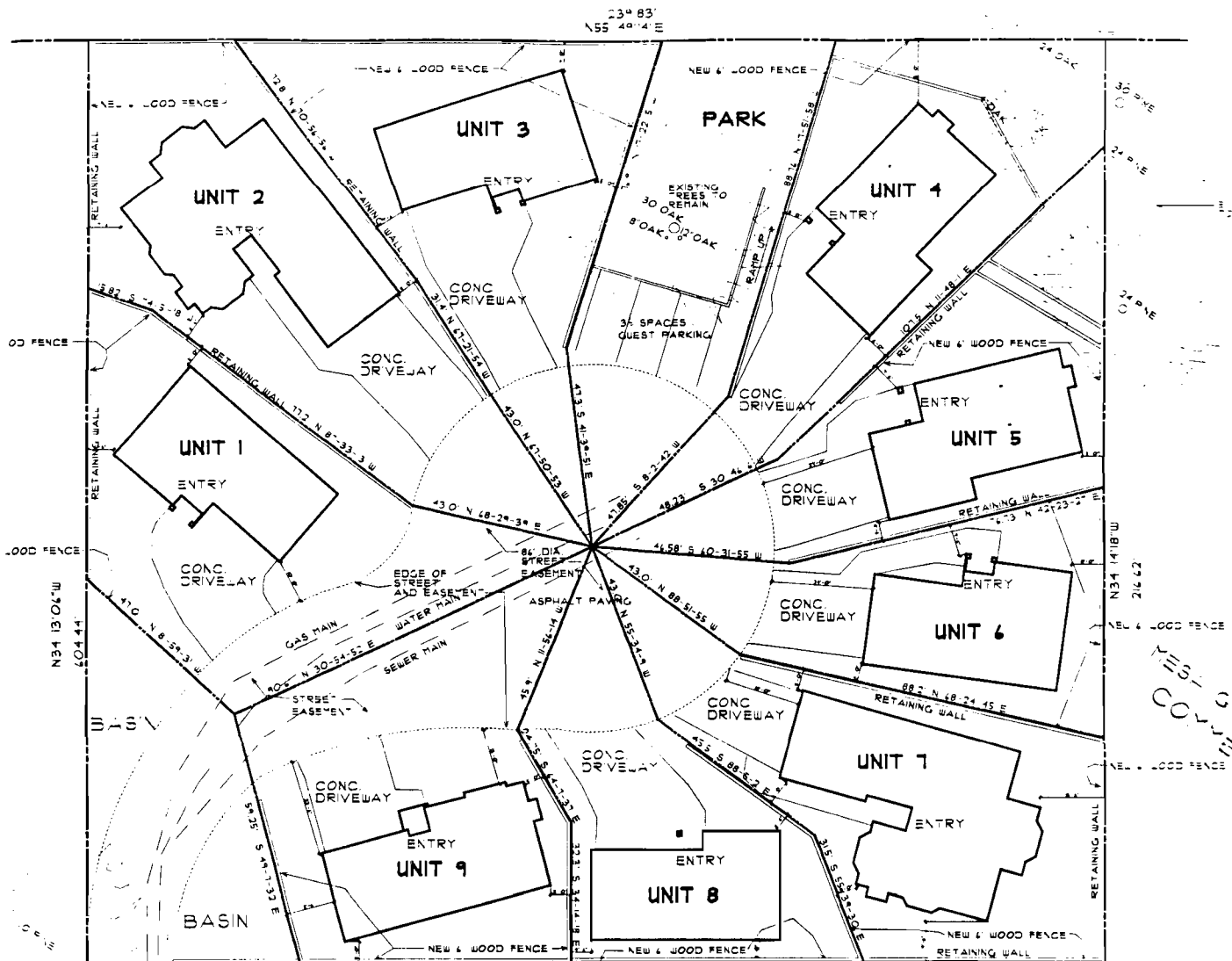
The Board may wish to provide an Intent-to-Serve letter for the proposed project with the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans in accordance with the District Standards and Specifications for review and approval.
3. Pay all appropriate District water, sewer and other fees associated with this development.
4. Construct the improvements required and submit the following:
  - a. Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water improvements
  - b. Offer of Dedication
  - c. Engineer's Certification
  - d. A summary of all water and sewer improvement costs
5. This Intent-to-Serve Letter will expire two years from date of issuance.

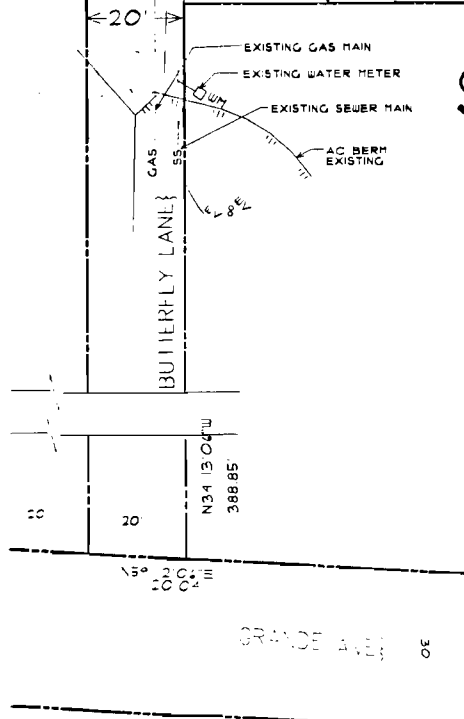
**RECOMMENDATION**

Staff recommends that your Honorable Board approve an Intent-to-Serve letter with the above mentioned conditions.

Board 2001\Intent-Geihs.DOC



# SITE PLAN



# VICINITY MAP

**NIPOMO HOMES, a GENERAL PARTNERSHIP  
POST OFFICE BOX 15747  
SAN LUIS OBISPO, CA 93406**

Nipomo Community Service District  
148 S. Wilson Avenue  
Nipomo, CA 93444

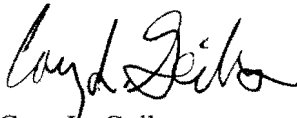
Re: 366 Butterfly Lane, Nipomo, CA  
9 Unit Development Project.

Dear Sir,

This letter is to request for Water Will Serve Letter and Sewer Will Serve Letter with regard to the above captioned matter. Copy of plans provided by Cebulla & Associates.

Also, could you please schedule this matter for the next meeting on April 18, 2001.

Sincerely,



Cary L. Geihs  
General Partner

BOARD OF DIRECTORS

FROM: DOUG JONES *DJ*

DATE: APRIL 18, 2001

**AGENDA ITEM**  
**APR 18 2001**



REQUEST FOR WATER SERVICE  
APN 091-326-015 CO 01-0162  
BODGER

**ITEM**

Request for water service for a 4-way lot split at 745 Sandydale Rd.

**BACKGROUND**

The District received a letter from Jack Bodger requesting water services for a 4-way lot split to a 4.7 acre parcel at 745 Sandydale, located between Sandydale and Inga Rd. as indicated in the enclosed map. The Board may grant an Intent-to-Serve letter with the following conditions:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans 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. Construct the improvements required and submit the following:
  - a. Reproducible "As Builts" - A paper copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water improvements
  - b. Offer of Dedication
  - c. Engineer's Certification
  - d. A summary of all water improvement costs
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 for County Project # CO 01-0162 (APN 091-326-015) at 745 Sandydale, with the above mentioned conditions.

Board 2001\Intent091-326-015 Bodger.DOC

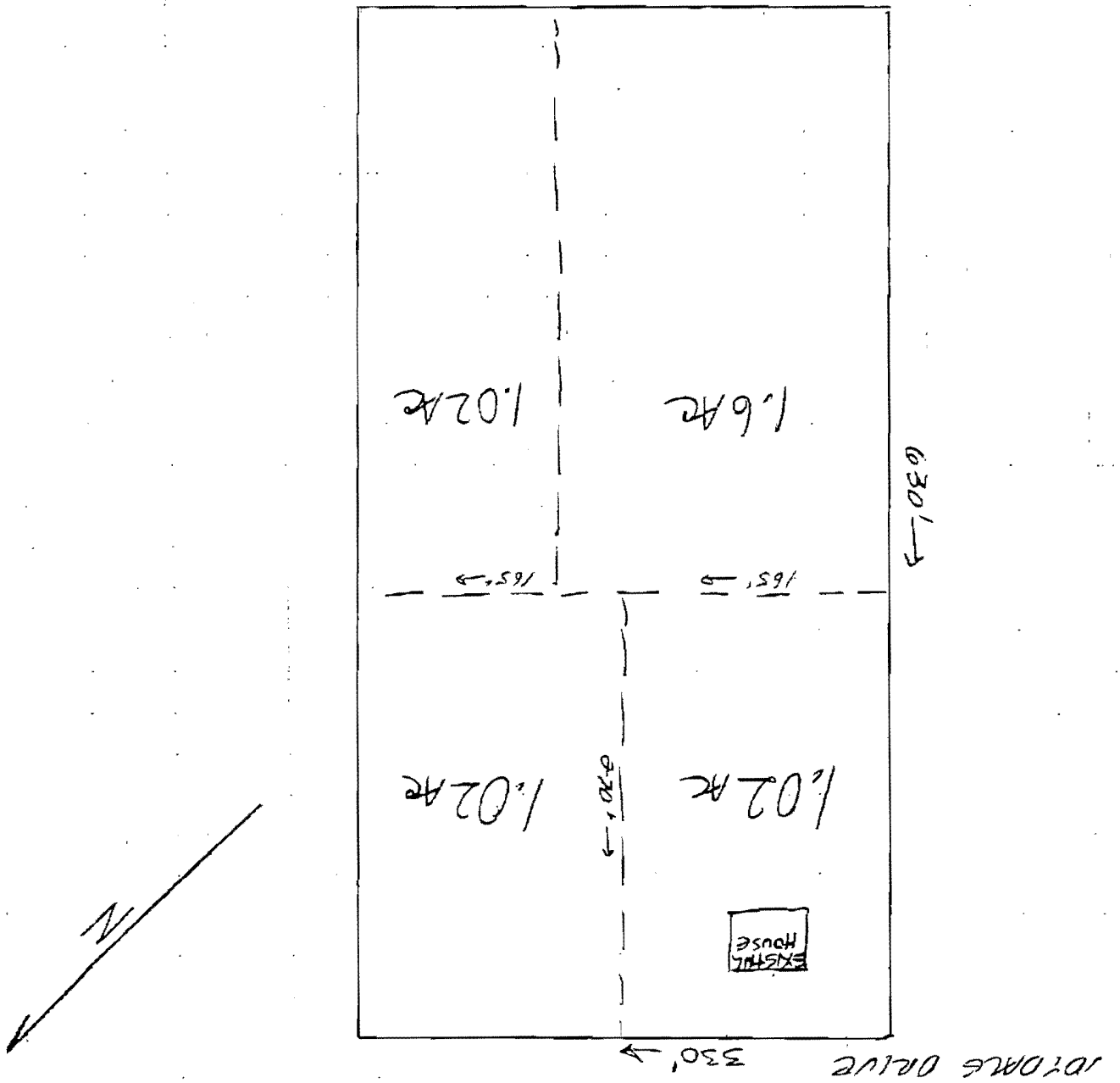
Subdivider: JACK + CYNTHIA BOOLEN  
400 COUNTRYWOOD DRIVE  
LOMPOC CA 93436

OWNER OF RECORD: ESTATE OF DORIS J. HEKINNON  
LAWRENCE B. HEKINNON AND  
ROYCE H. HEKINNON, EXECUTORS

APN 091-326-015 CO# 00 01-0162

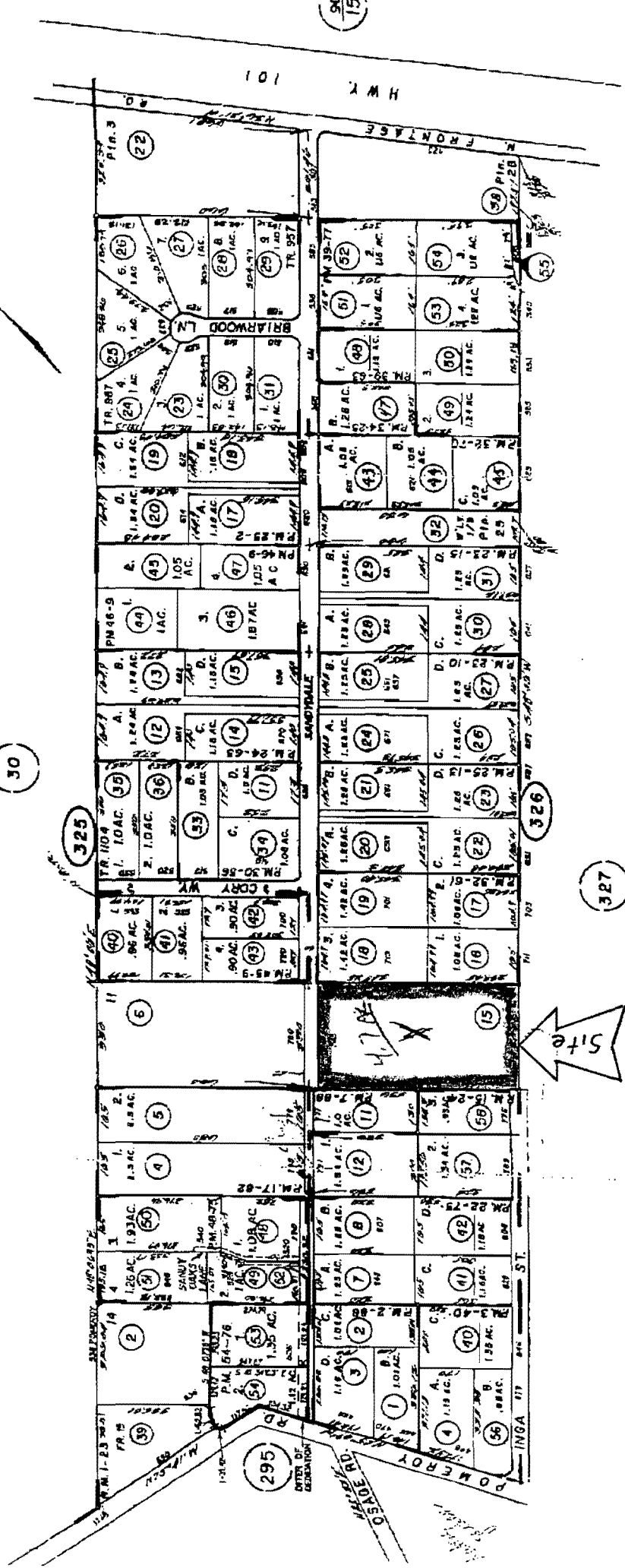
4.7 ACRES

INLA ROAD



091-325  
-326

1" = 300'



30  
15

30

325

326

327

295

REVISIONS	NO.	DATE	DESCRIPTION

NIPOMO  
ASSESSOR'S MAP  
SAN LUIS OBISPO, CA

TRACT 1104, R.M. Bk. 11, Pg. 67.

TRACT 957 (C.C.B.P.) - R.O.R. W/1 2001

THIS MAP IS PREPARED FOR  
ASSESSMENT PURPOSES ONLY

Copy**Jack Bodger**400 Countrywood Dr.  
Lompoc, CA 93436805-736-2724 • [jbodger777@aol.com](mailto:jbodger777@aol.com)

April 5, 2001

✓  
*sent*Mr. Doug Jones  
General Manager  
Nipomo Community Services District  
148 South Wilson Street  
PO Box 326  
Nipomo, CA 93444-0326

Dear Mr. Jones,

My wife and I recently purchased property at 745 Sandydale Drive. This property currently has water service to the house.

We would like to split the lot into 4 quarters as shown on the enclosed map, in the near future.

This letter is a request for a "will serve" letter for water service for the three additional lots. We would like to obtain an unqualified letter, as soon as it is feasible.

Thank you for your prompt attention to this matter. If need be, I can be reached at my office at 805-735-8888 or at the address above.

Sincerely,

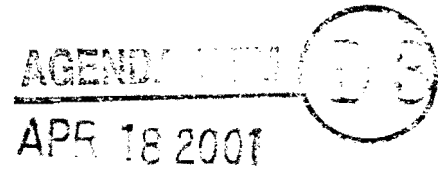
Jack Bodger

Attached: map of 745 Sandydale Dr.

*April 11 - Mr. Jones - sending 2 addit'l pages,  
tract map. Pls advise if this is acceptable.  
Thank you, Cynthia Bodger  
736-2724*



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *D*  
DATE: APRIL 18, 2001



SOLID WASTE DISPOSAL SERVICE ORDINANCE

**ITEM**

Introduction of an ordinance for the District to provide solid waste disposal services.

**BACKGROUND**

In January, LAFCO approved latent powers for the District to provide solid waste disposal services. Your Honorable Board, at the last Board meeting, reviewed a draft ordinance specifying rules and regulations for providing solid waste services. Your Honorable Board had minor comments of the proposed ordinance, which is now presented for introduction and the first reading.

**RECOMMENDATION**

Staff recommends that after public comments are taken, your Honorable Board have the introduction and first reading of Ordinance 2001-90 to provide solid waste disposal services which would be Title No. 6 in the District Code, Solid Waste Management Rules and Regulations.

After introduction and first reading, this ordinance will be brought back to the next regular Board meeting for final reading and adoption.

**NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2001-\_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ADOPTING SOLID WASTE MANAGEMENT  
RULES, REGULATIONS AND FEES AND CHARGES**

**WHEREAS**, pursuant to San Luis Obispo County Local Agency Formation Commission (LAFCO) Resolution 2001-02 the Nipomo Community Services District (District) is now authorized to provide its residents with the collection or disposal of garbage or refuse matter pursuant to Government Code Section 61000 (c) with the following conditions:

A. NCSO (Nipomo Community Services District) shall enter into an Agreement with South County Sanitary, Inc. based on the same terms and conditions, to the extent reasonably applicable to NCSO, as the existing Franchise Agreement between the County of San Luis Obispo and South County Sanitary, Inc. NCSO shall further agree that it will not amend the terms and conditions of the Agreement until June 19, 2005, including changing rates, without the prior written consent of the County Board of Supervisors, which will not be unreasonably delayed or withheld. The requirement regarding prior consent of the Board of Supervisors shall be satisfied through County and South County Sanitary, Inc. entering into an amendment to their existing franchise which will provide as follows:

The transfer of authority from the County to the NCSO will not adversely impact or affect rates for those residents who remain under the existing County Franchise Agreement. In addition, those residents in the unincorporated area on the fringe and outside of the NCSO boundaries who currently receive the same level of service at the same rates (exclusive of any franchise fees) as NCSO residents for the duration of the existing County Franchise.

The Agreement shall also include the following:

Franchise shall deliver all solid waste to any landfill which collects the San Luis Obispo County AB939 Tipping Fee Surcharge and Waste Management Program Fee, pursuant to Board of Supervisors' Resolution No. 90-383. If the Franchisee delivers solid waste to a landfill which does not collect the County Tipping Fee Surcharge and Waste Management Program Fee, the franchise will make, on a

monthly basis, the equivalent payment directly to the County's Waste Management Tipping Fee AB939 Trust Fund #0159 and Waste Management Tipping Fee Trust Fund #0160. Payments shall be adjusted to reflect any changes in the amount of these fees.

B. At such time as NCS D enters into its own solid waste agreement, NCS D shall assume all responsibility for collection and disposal of garbage and refuse material, implementation of the waste reduction programs applicable to special districts required pursuant to the Integrated Waste Management Act of 1989, and solid waste enforcement within the District's jurisdiction.

C. Commencing on June 1, 2001, NCS D will be required, pursuant to Public Resources Code § 41821.2, to comply with the Source Reduction and Recycling Element and the Household Hazardous Waste Element of the County of San Luis Obispo. Additionally, NCS D will be subject to a portion of any penalties imposed pursuant to § 41850 upon the County, that are in proportion to NCS D's responsibility for failure to implement the County's Source Reduction and Recycling Element and Household Hazardous Waste Element; and

**WHEREAS**, the collection and disposal of solid waste within the District is currently provided by the County pursuant to various provisions of Chapter 8.12 of Title 8 of the San Luis Obispo County Code; and

**WHEREAS**, the rates and charges for commercial and residential customers within the District boundaries for the collection and disposal of solid waste by South County Sanitation, Inc. were established by appropriately noticed hearings of the County Board of Supervisors. Said rates are attached hereto as Exhibit A; and

**WHEREAS**, South County Sanitation, Inc. pursuant to an exclusive franchise agreement with the County currently provides commercial and residential collection or disposal of solid waste within the District boundaries.

**WHEREAS**, the District Board of Directors desires to adopt this Ordinance to establish solid waste management rules and regulations, fees and charges for the collection or disposal of garbage or refuse matter within the District boundaries; and

**WHEREAS**, based on facts and analysis presented by the District staff, the Staff Report, and public testimony received, the Board of Directors finds:

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

B. The rules and regulations that are the subject of this Ordinance are fair, reasonable and in the District's interests.

C. That the fees, rates and charges that are the subject of this Ordinance were previously adopted by the County of San Luis Obispo for providing for the collection or disposal of garbage or refuse matter within the District boundaries.

D. That the rules, regulations, fees and charges that are the subject of this Ordinance do not materially amend the terms and conditions of the County's franchise agreement with South County Sanitation, Inc. including changing rates.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Directors of the Nipomo Community Services District as follows:

**Section 1. Authority.**

This Ordinance is enacted pursuant to Government Code § 61600 (c), §61621 and §54343.

**Section 2. Rules and Regulations for the Collection and Disposal of Garbage and Refuse Matter.**

The Rules and Regulations attached hereto as Exhibit B are hereby incorporated by reference and approved and adopted by the Board of Directors of the Nipomo Community Services District as the Nipomo Community Services District Solid Waste Management Rules and Regulations and shall be incorporated into the District Code as Title 6.

**Section 3. District Rates and Charges.**

The rates and charges, as established by the County (are attached hereto as Exhibit A), incorporated herein by reference, and are approved and adopted and shall be identified as Appendix A to Title 6 of the District Code.

**Section 4. Department of Solid Waste Collection.**

There is hereby created the Nipomo Community Services District Department for Solid Waste Management that shall be charged with implementing and enforcing the Solid Waste Management Rules and Regulations (as amended from time to time) that are attached hereto as Exhibit B. Said department shall be operated under the authority of the General Manager.

**Section 5. Franchise Fees.**

All franchise fees collected by the District's authorized Franchisee for the collection or disposal of garbage or refuse matter within the District boundaries shall be deposited into a restricted account with such funds only being used for the purposes that reasonably relate to providing for the collection or disposal of garbage or refuse matter

and solid waste enforcement consistent with LAFCO Resolution 2000-018 within the District boundaries.

**SECTION 6. Severability**

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

**SECTION 7. Effect of headings**

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

**SECTION 8. CEQA Findings**

The Board of Directors of the District finds that the fees and charges adopted by this Ordinance are exempt from the California Environmental Quality Act pursuant to Public Resources Code § 21080(b)(8) and CEQA Guidelines Section 15273. The Board of Directors further finds that the adoption of the Rules and Regulations established by this Ordinance fall within the activities described in Section 15378(b)(3) of the CEQA Guidelines which are deemed not to be "projects" for the purposes of CEQA, because it can be seen with certainty that the adoption of the Rules and Regulations may have a significant effect on the environment.

**SECTION 9. Inconsistency**

To the extent that the terms of provision of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District Ordinance(s), Motions, Resolutions, Rules, or Regulations or any County Ordinance(s), Motions, Resolutions, Rules, or Regulations adopted by the District, governing the same subject matter thereof, then such inconsistent and conflicting provisions of prior Ordinances, Motions, Resolutions, Rules, and Regulations are hereby repealed.

**SECTION 10. Effective Date**

This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage it shall be

posted in three (3) public places with the names of the members voting for and against the Ordinance and shall remain posted thereafter for at least one (1) week. The Ordinance shall be published once with the names of the members of the Board of Directors voting for and against the Ordinance in the Five Cities Times Press Recorder.

Introduced at a regular meeting of the District Board of Directors held on April 18, 2001, and passed and adopted by the District Board of Directors on the \_\_\_\_ day of \_\_\_\_\_, 2001, by the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
CONFLICTS:

\_\_\_\_\_  
Robert Blair, President  
Board of Directors, Nipomo  
Community Services District

ATTEST:

\_\_\_\_\_  
Donna Johnson, Secretary to the Board

Approved As to Form:

\_\_\_\_\_  
Jon S. Seitz, District Legal Counsel

T:\Jon\CLIENT\Nipomo\matters\garbage f-103\Garbage Ordinance\SHELL ORDINANCE.doc

**NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2001-90**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ADOPTING SOLID WASTE MANAGEMENT  
RULES, REGULATIONS AND FEES AND CHARGES**

**IN TOWN NIPOMO**

**EXHIBIT A**

**ALL RATES EFFECTIVE 4-1-2000**

<b>COMMERCIAL GARBAGE CANS (PER MONTH)</b>						
number of cans	<b>COLLECTIONS PER WEEK</b>					
	1	2	3	4	5	6
1	\$12.25	\$20.50	\$24.65	\$30.05	\$35.30	\$42.10
2	\$24.50	\$41.00	\$49.30	\$60.10	\$70.60	\$84.20

Maximum volume and weight per garbage can: 33 gallons and 80 pounds

Extra bags or cans above service level **\$3.00 Each**

Commercial waste wheeler rent **\$2.30 per month**

<b>COMMERCIAL DUMPSTER CONTAINERS (PER MONTH)</b>							
Size of container (cubic yards)	<b>COLLECTIONS PER WEEK</b>						
	1	2	3	4	5	6	7
1	\$42.50	\$61.15	\$80.80	\$99.45	\$120.15	\$139.85	\$186.45
1.5	\$50.75	\$77.65	\$104.65	\$146.05	\$178.15	\$212.35	\$280.75
2	\$54.90	\$90.10	\$128.40	\$187.50	\$230.00	\$274.50	\$376.00
3	\$65.25	\$122.20	\$170.90	\$304.50	\$361.50	\$422.60	\$582.10
4	\$94.25	\$141.95	\$204.05	\$320.10	\$396.70	\$450.60	\$700.20

The rates shown above include the monthly container rental fee and are the same for bins and garwoods, when volume is identical.

UNSCHEDULED EXTRA COLLECTIONS FOR COMMERCIAL CUSTOMERS PER YARD

**\$6.35**

<b>SINGLE FAMILY and MULTI-UNIT RESIDENTIAL (4 units or less)</b>				
<b>VOLUME-BASED RATES</b>				
<b>INCLUDES WASTE WHEELER(S) FOR GARBAGE, ORANGE BIN FOR RECYCLING</b>				
<b>GREENWASTE CUSTOMERS USE THEIR OWN CANS FOR GREENWASTE</b>				
one can	32 gallon	WASTE WHEELERS	<b>\$11.45</b>	PER MONTH
two can	64 gallon	WASTE WHEELERS	<b>\$16.40</b>	PER MONTH
three can	96 gallon	WASTE WHEELERS	<b>\$21.50</b>	PER MONTH
four can	two-64 gallon	WASTE WHEELERS	<b>\$25.60</b>	PER MONTH
five can	one 64 & one 96 gallon	WASTE WHEELERS	<b>\$29.70</b>	PER MONTH
six can	two-96 gallon	WASTE WHEELERS	<b>\$33.80</b>	PER MONTH
<b>REQUESTED DRIVE-IN CHARGE</b>			<b>\$6.95</b>	<b>PER MONTH</b>
<b>GARBAGE EXTRAS PER BAG/CAN</b>			<b>\$3.00</b>	<b>EACH</b>

EXHIBIT "A" TO ORDINANCE \_\_\_\_\_

**BLACK LAKE & SUMMIT STATION AREAS**

ALL RATES EFFECTIVE 3-1-1998

COMMERCIAL GARBAGE CANS (PER MONTH)						
number of cans	COLLECTIONS PER WEEK					
	1	2	3	4	5	6
1	\$12.25	\$20.50	\$24.65	\$30.05	\$35.30	\$42.10
2	\$24.50	\$41.00	\$49.30	\$60.10	\$70.60	\$84.20

Maximum volume and weight per garbage can: 33 gallons and 80 pounds  
 Extra bags or cans above service level \$3.00 Each  
 Commercial waste wheeler rent \$2.30 per month

COMMERCIAL DUMPSTER CONTAINERS (PER MONTH)							
Size of container (cubic yards)	COLLECTIONS PER WEEK						
	1	2	3	4	5	6	7
1	\$42.50	\$61.15	\$80.80	\$99.45	\$120.15	\$139.85	\$186.45
1.5	\$50.75	\$77.65	\$104.65	\$146.05	\$178.15	\$212.35	\$280.75
2	\$54.90	\$90.10	\$128.40	\$187.50	\$230.00	\$274.50	\$376.00
3	\$65.25	\$122.20	\$170.90	\$304.50	\$361.50	\$422.60	\$582.10
4	\$94.25	\$141.95	\$204.05	\$320.10	\$396.70	\$450.60	\$700.20

The rates shown above include the monthly container rental fee and are the same for bins and garwoods, when volume is identical.

UNSCHEDULED EXTRA COLLECTIONS FOR COMMERCIAL CUSTOMERS PER YARD \$6.35

SINGLE FAMILY and MULTI-UNIT RESIDENTIAL (4 units or less)				
VOLUME-BASED RATES				
one can	32 gallon		USE YOUR OWN CAN	\$9.15 PER MONTH
two can	64 gallon		WASTE WHEELERS	\$12.75 PER MONTH
three can	96 gallon		WASTE WHEELERS	\$16.30 PER MONTH
four can	128 gallon		USE YOUR OWN CANS	\$16.50 PER MONTH
one can	32 gallon	IN YARD	USE YOUR OWN CANS	\$11.35 PER MONTH
two can	64 gallon	IN YARD	USE YOUR OWN CANS	\$15.60 PER MONTH
three can	96 gallon	IN YARD	USE YOUR OWN CANS	\$19.85 PER MONTH
four can	two-64 gallon	IN YARD	USE YOUR OWN CANS	\$24.05 PER MONTH
			REQUESTED DRIVE-IN CHARGE	\$6.95 PER MONTH
			EACH ADDITIONAL CAN	\$4.75 PER MONTH
			GARBAGE EXTRAS PER BAG/CAN	\$3.00 EACH

EXHIBIT "A" TO ORDINANCE \_\_\_\_\_



**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, greenwaste, or recyclables or industrial waste 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 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.

(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~~, or 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~~ two 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.

(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 bimetals, 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~~ 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 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 and industrial waste but does not include demolition or construction waste. 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.

(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

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, so long as the modification does not materially affect

the Franchise Agreement, to be effective as of a date specified and to continue during the period of the special circumstances so found.

(b) Modifications or suspensions~~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,~~ and Construction and Demolition Waste.

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

(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.

#### 6.02.155 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 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.

#### 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.

### **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, as amended from time to time, for residential and commercial solid waste service shall be referenced as Appendix A to this Title. ~~is attached hereto as Exhibit A.~~

#### **6.04.100 RESERVED**

#### **6.05.100 COLLECTOR REGULATIONS**

##### **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 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~~ Franchisee shall keep and maintain such operating records as the General Manager may reasonably 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~~ Franchisee 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,~~ licenses.

#### 6.05.145 Interruption of Service by Labor Dispute

~~(d)~~(a) In the event that an approved ~~Collector's Franchisee'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 Franchisee~~ for the purpose of continuing the service which the ~~Collector Franchisee~~ 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 Franchisee~~ demonstrates to the satisfaction of the District that the required services can be resumed by the ~~Collector Franchisee~~. However, such temporary assumption of the ~~Collector's Franchisee'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 Franchisee~~ fail to demonstrate to the satisfaction of the District that the required services can be resumed by the ~~Collector Franchisee~~ 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 Franchisee~~, 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 Franchisee~~ 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, days of collection, rates, and regulations affecting service, and days of collection. Information cards shall be provided to each customer at the time of subscription and at least once every year thereafter, or more often upon request, and shall be provided in advance of changes in the affected Franchisee's route, rate or regulation changes affecting service.

#### 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~~ Franchisee/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

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.

(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 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.

#### 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.

**NIPOMO COMMUNITY SERVICES DISTRICT  
ORDINANCE 2001-90**

**AN ORDINANCE OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ADOPTING SOLID WASTE MANAGEMENT  
RULES, REGULATIONS AND FEES AND CHARGES**

**Appendix A**

**IN TOWN NIPOMO**

ALL RATES EFFECTIVE 4-1-2000

COMMERCIAL GARBAGE CANS (PER MONTH)						
number of cans	COLLECTIONS PER WEEK					
	1	2	3	4	5	6
1	\$12.25	\$20.50	\$24.65	\$30.05	\$35.30	\$42.10
2	\$24.50	\$41.00	\$49.30	\$60.10	\$70.60	\$84.20

Maximum volume and weight per garbage can: 33 gallons and 80 pounds  
 Extra bags or cans above service level \$3.00 Each  
 Commercial waste wheeler rent \$2.30 per month

COMMERCIAL DUMPSTER CONTAINERS (PER MONTH)							
Size of container (cubic yards)	COLLECTIONS PER WEEK						
	1	2	3	4	5	6	7
1	\$42.50	\$61.15	\$80.80	\$99.45	\$120.15	\$139.85	\$186.45
1.5	\$50.75	\$77.65	\$104.65	\$146.05	\$178.15	\$212.35	\$280.75
2	\$54.90	\$90.10	\$128.40	\$187.50	\$230.00	\$274.50	\$376.00
3	\$65.25	\$122.20	\$170.90	\$304.50	\$361.50	\$422.60	\$582.10
4	\$94.25	\$141.95	\$204.05	\$320.10	\$396.70	\$450.60	\$700.20

The rates shown above include the monthly container rental fee and are the same for bins and garwoods, when volume is identical.

UNSCHEDULED EXTRA COLLECTIONS FOR COMMERCIAL CUSTOMERS PER YARD \$6.35

SINGLE FAMILY and MULTI-UNIT RESIDENTIAL (4 units or less)			
VOLUME-BASED RATES			
INCLUDES WASTE WHEELER(S) FOR GARBAGE, ORANGE BIN FOR RECYCLING			
GREENWASTE CUSTOMERS USE THEIR OWN CANS FOR GREENWASTE			
one can	32 gallon	WASTE WHEELERS	\$11.45 PER MONTH
two can	64 gallon	WASTE WHEELERS	\$16.40 PER MONTH
three can	96 gallon	WASTE WHEELERS	\$21.50 PER MONTH
four can	two-64 gallon	WASTE WHEELERS	\$25.60 PER MONTH
five can	one 64 & one 96 gallon	WASTE WHEELERS	\$29.70 PER MONTH
six can	two-96 gallon	WASTE WHEELERS	\$33.80 PER MONTH
REQUESTED DRIVE-IN CHARGE		\$6.95	PER MONTH
GARBAGE EXTRAS PER BAG/CAN		\$3.00	EACH

EXHIBIT "A" TO ORDINANCE \_\_\_\_\_

**BLACK LAKE & SUMMIT STATION AREAS**

ALL RATES EFFECTIVE 3-1-1998

number of cans	COMMERCIAL GARBAGE CANS (PER MONTH) COLLECTIONS PER WEEK					
	1	2	3	4	5	6
1	\$12.25	\$20.50	\$24.65	\$30.05	\$35.30	\$42.10
2	\$24.50	\$41.00	\$49.30	\$60.10	\$70.60	\$84.20

Maximum volume and weight per garbage can: 33 gallons and 80 pounds  
 Extra bags or cans above service level \$3.00 Each  
 Commercial waste wheeler rent \$2.30 per month

Size of container (cubic yards)	COMMERCIAL DUMPSTER CONTAINERS (PER MONTH) COLLECTIONS PER WEEK						
	1	2	3	4	5	6	7
1	\$42.50	\$61.15	\$80.80	\$99.45	\$120.15	\$139.85	\$186.45
1.5	\$50.75	\$77.65	\$104.65	\$146.05	\$178.15	\$212.35	\$280.75
2	\$54.90	\$90.10	\$128.40	\$187.50	\$230.00	\$274.50	\$376.00
3	\$65.25	\$122.20	\$170.90	\$304.50	\$361.50	\$422.60	\$582.10
4	\$94.25	\$141.95	\$204.05	\$320.10	\$396.70	\$450.60	\$700.20

The rates shown above include the monthly container rental fee and are the same for bins and garwoods, when volume is identical.

UNSCHEDULED EXTRA COLLECTIONS FOR COMMERCIAL CUSTOMERS PER YARD \$6.35

SINGLE FAMILY and MULTI-UNIT RESIDENTIAL (4 units or less) VOLUME-BASED RATES				
one can	32 gallon		USE YOUR OWN CAN	\$9.15 PER MONTH
two can	64 gallon		WASTE WHEELERS	\$12.75 PER MONTH
three can	96 gallon		WASTE WHEELERS	\$16.30 PER MONTH
four can	128 gallon		USE YOUR OWN CANS	\$16.50 PER MONTH
one can	32 gallon	IN YARD	USE YOUR OWN CANS	\$11.35 PER MONTH
two can	64 gallon	IN YARD	USE YOUR OWN CANS	\$15.60 PER MONTH
three can	96 gallon	IN YARD	USE YOUR OWN CANS	\$19.85 PER MONTH
four can	two-64 gallon	IN YARD	USE YOUR OWN CANS	\$24.05 PER MONTH
REQUESTED DRIVE-IN CHARGE			\$6.95 PER MONTH	
EACH ADDITIONAL CAN			\$4.75 PER MONTH	
GARBAGE EXTRAS PER BAG/CAN			\$3.00 EACH	

EXHIBIT "A" TO ORDINANCE \_\_\_\_\_

TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: APRIL 18, 2001

AGENDA ITEM  
APR 18 2001

REQUEST FOR ANNEXATION  
TRACTS 1802 & 1856  
TRINCON

**ITEM**

Request for annexation of Tracts 1802 and 1856, 82 acres near the Santa Maria Speedway, "The Bluffs", a 77-lot development south of Joshua Rd.

**BACKGROUND**

The District has received a request from Mr. Erik Benham, a general partner of Trincon, Inc. Santa Maria, for annexation of Tracts 1802 & 1856, a 77-lot development near the Santa Maria Speedway, which also includes six existing homes on Marsh Lane. The developer is proposing an on-site community septic system, which the District would operate as a separate unit for disposal of wastewater. The water supply for the proposed annexation would be coming from an off-site well either on Dawn Rd. or near the racetrack area. The project area also consists of drainage basins and a small park near the center of the development. The developer has requested the District to process the annexation application for this area through LAFCO. The developer would pay all the associated fees incurred by the District.

*obtain all  
county  
well  
Septic  
system  
1802  
1856*

The following items are for review:

**WATER SUPPLY**

The applicant is proposing a water supply from a well either next to the project site or near Dawn Road and Westwind, south of Black Lake Golf Course. It is unknown if these wells have a 5-year pumping record, which currently is required by the District's annexation policy. The water transmission to the project would be a water line extension from Southland Street to the project site to provide peaking and fire flows. A developer proposed to install this water line instead of installing a storage facility and a hydromatic system to support this development. The District infrastructure would need to be evaluated with respect to the District providing service.

*1805 well*

**SEWER SERVICE**

The developer is proposing to install sewer lines in the street with laterals to each property going to a community septic tank system and leach field. It is proposed that this sewer collector and disposal system would be operated by the District as an independent wastewater system and would not be associated with the town division sewer system.

**DRAINAGE**

The project consists of a number of storm drainage ponds for collecting run-off during the rainy system which the District could maintain.

**PARKS**

The proposed development has a small community park in the center which is proposed to be low maintenance and no playground equipment to be installed. The District presently does not exercise latent powers for parks and recreation but if the Board wishes to proceed in this manner, that could take place through the LAFCO annexation process.

*request  
change in jurisdiction  
state statute  
jurisdiction of LAFCO, its collection  
water quantity or system*

*1802, 1856, 1857  
Septic charges + 10  
Animals*

Copy of document found at [www.NoNewWipTax.com](http://www.NoNewWipTax.com)

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: APRIL 18, 2001

REQUEST FOR ANNEXATION  
TRACTS 1802 & 1856  
TRINCON  
PAGE TWO

**LIGHTING**

It is proposed that minor street lighting would be installed in the proposed development.

The drainage, parks and lighting could have a tax assessment to support the operation and maintenance of each of the facilities. The Board would need to make a determination if providing drainage, lighting and parks & recreation services is desired.

**PRESENT DISTRICT ANNEXATION POLICY**

General:

1. To benefit annexed property and existing residents
2. Located within NCSD Sphere of Influence
3. Lands need to be adjacent to this District
4. Extend services at no cost to the District

Water requirements:

1. Well with a 5 year pumping record
2. Retrofit (None available)
3. A supplemental water supply

**ANNEXATION AGREEMENT**

District staff has prepared a draft annexation agreement. The developer has requested the District to be the applicant with respect to the annexation and the developer would pay all costs of the annexation process through LAFCO.

**CEQA**

LAFCO would be the lead agency in processing the environmental documents for the annexation. LAFCO will require a number of documents to be filled out and sent to LAFCO for their review.

The Annexation Committee, consisting of Directors Blair and Winn, reviewed the proposed annexation and looked favorably upon the annexation. Since this proposed annexation has variances with respect to the existing annexation policy, the Board could deny the request for annexation or make certain findings or modify the present policy and proceed with the annexation. Staff has prepared a draft resolution requesting LAFCO to proceed with the annexation and conditional with the annexation agreement between NCSD and Trincon, Inc. (attached)

**RECOMMENDATION**

Since the District's annexation policy was established in 1983 and water requirements were added in 1996, it is suggested that your Honorable Board may wish to review and possibly modify it to address current District activities.

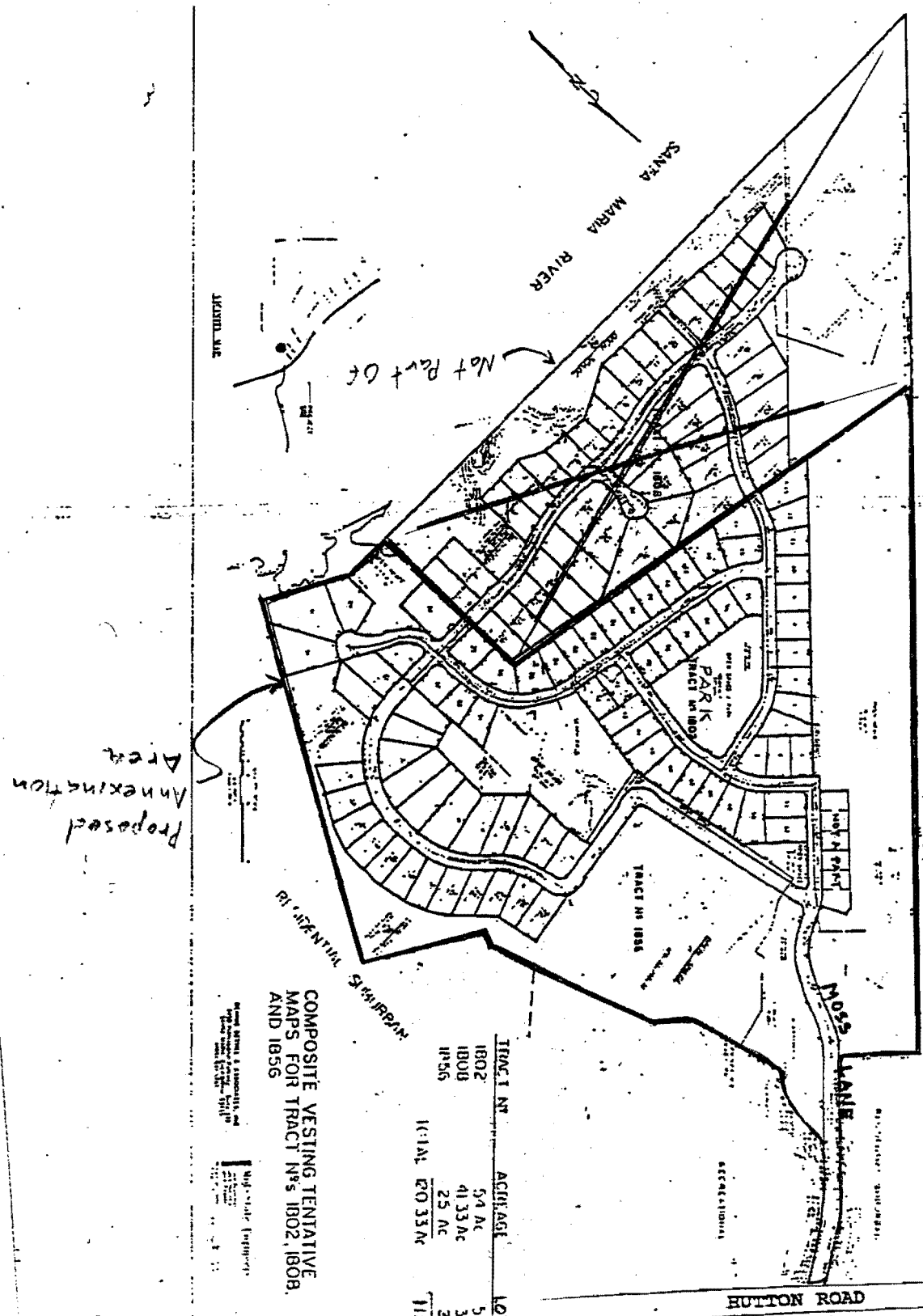
ANNEXATION NO. 6 TO CSA NO. 1  
(TRACTS 1802, 1808 & 1856)

PROJECT



LAFco FILE 4-R-00  
COMPOSITE MAP OF TRACTS 1802/1808/1856

EXHIBIT



Proposed Annexation Area

COMPOSITE VESTING TENTATIVE  
MAPS FOR TRACT N<sup>OS</sup> 1802, 1808,  
AND 1856

TRACT N <sup>O</sup>	ACRES	LOTS
1802	54 AC	52
1808	41.33 AC	36
1856	25 AC	24
TOTAL	120.33 AC	112

Map drawn & corrected by  
[Name] [Title]  
[Address]

EXHIBIT A

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING & BUILDING

NIPOMO COMMUNITY SERVICES DISTRICT

Request For Annexation

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

1. Property Owner: TRINCON, INC.  
Address: 124 W. MAIN ST.#C, SANTA MARIA
2. Developer: TRINCON, INC.
3. Engineer: \_\_\_\_\_
4. Assessor's Parcel Number: 090-301-018, 034
5. Location: NIPOMO, CALIFORNIA  
A. Text/Legal Description: ATTACHED ALL LEGAL  
DESCRIPTIONS.  
\_\_\_\_\_  
\_\_\_\_\_  
B. Provide Map (attachments)
6. General Description of Project: 77 LOT SUBDIVISION  
CONSISTING OF LOTS RANGING IN SIZE FROM 11,200 TO  
38,355 SQUARE FEET.  
\_\_\_\_\_  
\_\_\_\_\_
7. Services Requested from NCS D: \_\_\_\_\_  
A. Water: PROVIDED BY NCS D  
B. Sewer: ON SITE SEPTIC /COMMUNITY
8. Current Zoning: ONE ACRE MINIMUM
9. Identify any proposed or pending zone changes on the  
property to be annexed (Ref. District Resolution  
No. 197):  
A. Maximum number of units based on current zoning:  
77 UNITS  
B. Maximum number of units based on proposed zoning:  
77 UNITS
10. Proposed number of Residential Units: 77 UNITS  
(Describe phased construction plan if applicable)  
N/A  
\_\_\_\_\_  
\_\_\_\_\_



11. If non-residential use, provide information as to number of plumbing fixtures, manloading, intended use, etc. (Describe phased construction plan if applicable):  
N/A
12. Total acreage of proposed project: 82 ACRES
13. Total acreage of proposed annexation: 82 ACRES
14. If total acreage to be annexed differs from the acreage to be developed, explain the difference:  
N/A
15. Status of water resources available on proposed annexation acreage:  
A. Quantity (pumping log and date: 100/ 05-20-89 )  
B. Quality (quality tests and date: \_\_\_\_\_ )  
C. Other information: COORDINATING AND TESTING  
APPLICABLE WELLS POSSIBLY LOCATED ON ADJACENT  
PROPERTY AND/OR DAWN ROAD.  
D. Water resources to be dedicated to NCSD: \_\_\_\_\_  
APPLICABLE WELLS
16. Description of existing and proposed wastewater disposal system: ONSITE SEWER SEPTIC SYSTEM DESIGN  
IN ACCORDANCE WITH ENGINEER ACCORDANCE TO TITLE 19.
17. Reason proponents are requesting annexation: \_\_\_\_\_
18. Other comments: \_\_\_\_\_

Note:

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

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

Signed:  for Tricon, Inc.

Full Name: ERIK BENHAM TRICON, INC.

Street Address: 124 W. MAIN ST#C, SANTA MARIA, CA

Mail Address (If different): \_\_\_\_\_

Home telephone number: (805)925-0031

Work telephone number: (805)925-0031

WORKING DRAFT OR STAFF COMMENT

- Exhibit A: Legal Description
- Exhibit B: LAFCO Application Requirements
- Exhibit C: LAFCO Information Sheet
- Exhibit D: General Standards for Evaluation of Proposals
- Exhibit E: Sphere of Influence Policies & Criteria
- Exhibit F: NCSA Annexation Policies
- Exhibit G: District Staff Rates

RECORDING REQUEST BY AND  
WHEN RECORDED RETURN TO:  
NIPOMO COMMUNITY SERVICES DISTRICT  
P.O. Box 326  
Nipomo, CA 93444

**DRAFT**

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APN# 090-301-018,34

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

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2001  
by and between the Nipomo Community Services District,  
(herein referred to as District), and Trincon, Inc., a  
California Corporation, (hereinafter referred to as  
("Applicant")), with reference to the following recitals.

**A.** Applicant is the owner of certain real property  
(herein the Property) located at \_\_\_\_\_  
(needs to be completed). The subject property is  
approximately 82 acres in area and is non contiguous with  
District boundaries and is located outside the District's  
Sphere of Influence, as established by the Local Agency  
Formation Commission (herein "LAFCO"). The Property is  
more particularly described on Exhibit A attached hereto  
and incorporated herein by reference.

**B.** Applicant desires to annex The Property into the  
District and has requested that the District take the lead  
roll in processing this annexation request. The annexation  
process is referred to herein as "The Project".

C. The cost of processing The Project through LAFCO includes the application fees, preparation of legal descriptions, environmental assessment expenses, processing costs, and District costs. Applicant acknowledges responsibility for payment of all processing costs of the District.

D. Based on Applicant's acknowledgment of responsibility for the processing costs of The Project, the District Board of Directors has agreed to be the lead agent and to process the annexation through the LAFCO process, on the terms and conditions hereinafter provided.

Now, Therefore, the parties hereto mutually agree as follows:

1. Payment of Costs

A. Applicant agrees to pay the District all incurred costs, both indirect and indirect, associated with the processing of The Project for annexation. These costs include, but are not limited to, District staff time, preparation of environmental documentation, planning, engineering, legal services, and retaining professional consultants.

B. Deposit for DISTRICT Services

At the time of execution of this Agreement, Applicant shall deposit with the District the sum of \$\_\_\_\_\_ for District services more particularly described in subparagraph A, above. The Applicant authorizes the District to withdraw from the deposit payment for services pursuant to this Agreement as they are incurred by District.

District will notify Applicant whenever the deposit is reduced to \$\_\_\_\_\_ or less. Within 15 days after such notification is mailed, Applicant shall make an additional deposit in the same amount as the initial deposit.

Upon completion of the annexation, any funds so deposited by Applicant in excess of the District's costs shall be refunded to the Applicant. Conversely, any costs

DRAFT

incurred by the District over and above the amount requested by Applicant shall be paid by Applicant upon demand.

2. Obligation of DISTRICT

The District will use its best efforts to process The Project. Both Applicant and the District understand and agree that processing The Project through the LAFCO and District will require many discretionary approvals. Therefore there are no promises or guarantees that The Project will be successfully processed. Attached hereto are the following Exhibits which include many of the LAFCO and District policies that relate to The Project.

Exhibit B - LAFCO Application Requirements

Exhibit C - LAFCO Information Sheet

Exhibit D - General Standards for Evaluation of Proposals

Exhibit E - Sphere of Influence Policies and Criteria

Exhibit F - NCSD Annexation Policies

Exhibit G - District Staff Rates

In the event that The Project is withdrawn or not approved, then the District will return the unused deposit to Applicant as provided in Section 1 (B), above.

District staff time and consultant time will be charged at the rates described in Exhibit G, attached hereto.

4. Obligation of Applicant

In addition to the obligations of Applicant referenced above, the Applicant will have the following additional obligations:

A. District Plan Check and Inspection Agreement

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

WORKING DRAFT

B. Water and Sewer Infrastructure

Applicant agrees to construct and provide water and sewer service, to the satisfaction of District, to the area of annexation and the development contained therein, at no cost to the District.

5. Indemnification and Hold Harmless

To the extent allowable by law, Applicant agree to hold District harmless from costs and expenses, including attorneys' fees, incurred by District or held to be the liability of District in connection with District's defense of its actions in any proceeding brought in any State or Federal court challenging the District's actions with respect to the project. Applicant understands and acknowledges that District is under no obligation to defend any legal actions challenging the District's actions with respect to The Project.

The Applicant recognizes and hereby agrees that the District and its directors, officers, employees and agents shall not be liable for any injury or death to any person or damage to any property arising from the performance of any work required hereunder by the Applicant, its officers, employees, independent contractors or agents. The Applicant shall protect, indemnify and hold the District harmless from any and all claims, causes of actions, demands or charges and from any loss or liability, including all costs, penalties, expenses, attorney's fees, litigation costs, and other fees arising out of or in any way connected with the performance or with the failure to perform under this Agreement by Applicant, its officers, employees, independent contractors or agents, including, but not limited to, the construction of the Project. In addition, if the District, its directors, officers, employees or agents should be sued as a result of such performance, the District may notify the Applicant which then shall have the duty to defend the District, its directors, officers, employees or agents, or, at the District's option, pay for such defense including, but not limited to, payment of all reasonable attorney's fees and expenses incurred by the District, its directors, officers, employees or agents.

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6. Term of Agreement and Termination

This Agreement shall become effective on the date first above written and shall remain in effect until terminated by the mutual consent of the parties or as otherwise provided in this Agreement

7. Waiver of Rights

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

8. Entire Agreement

This Agreement is freely and voluntarily entered into by the parties after having the opportunity to consult with their respective attorneys. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. The parties, in entering into this Agreement, do not rely on any inducements, promises, or representations made by each other, their representatives, or any other person, other than those inducements, promises, and representations contained in this Agreement. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the Applicant and the District.

9. Notices

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

DRAFT

NIPOMO COMMUNITY SERVICES DISTRICT

P.O. Box 326  
Nipomo, CA 93444

TRINCON:

124 W. Main St. #C  
Santa Maria, CA 93453

10. Headings

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

11. Cooperation

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

12. Interpretation of this Agreement

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

13. Venue

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

DRAFT



14. Recitals

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

15. Authority to Execute Agreement

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

The undersigned Owner/Authorized Agent hereby represents that he/she either personally owns the subject property or is a duly authorized agent of the Owner with full authority to execute this Agreement on behalf of Owner. Applicant agrees to be jointly and severally liable with Owner for payment of all fees due under this Agreement.

In Witness Whereof, District and Applicant have executed this Agreement the day and year first above written.

DRAFT

**APPLICANT:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**DISTRICT:**

By: \_\_\_\_\_  
Robert Blair, President

Attest:

Approved as to Form

\_\_\_\_\_  
Donna Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz,  
District Legal Counsel

TO: BOARD OF DIRECTORS  
 FROM: DOUG JONES  
 DATE: APRIL 18, 2001

INVESTMENT POLICY - QUARTERLY REPORT

The Board of Directors have adopted an Investment Policy for NCSD which states that the Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the Board of Directors.

Below is the March 31, 2001 Quarterly Report for your review. The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the Investment Policy.

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report by motion and minute order.

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**INVESTMENT POLICY - QUARTERLY REPORT 3/31/01**

The District's investments are as follows:


TYPE OF INVESTMENT	INSTITUTION	DATE OF MATURITY	AMOUNT OF DEPOSIT 3/31/01	RATE OF INTEREST	ACCRUED INTEREST 3/31/01	AMOUNT OF DEPOSIT 3/31/00	RATE OF INTEREST	ACCRUED INTEREST 3/31/00
Money Market Checking	Mid-State Bank	n/a	\$46,546.49	0.50%	\$0.00	\$29,803.19	1.01%	\$0.00
Savings	Mid-State Bank	n/a	\$865.83	2.00%	\$0.00	\$791.45	2.54%	\$0.00
Pooled Money Investment	Local Agency Investment Fund	n/a	\$7,456,978.03	6.16%	\$113,220.09	\$6,212,369.33	5.80%	\$86,061.26


n/a = not applicable

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 2001 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

Respectfully submitted,

Doug Jones  
 General Manager and  
 Finance Officer/Treasurer

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES   
DATE: APRIL 18, 2001

**AGENDA ITEM**   
**APR 18 2001**

AGREEMENT FOR CROSS CONNECTION INSPECTION SERVICES  
SAN LUIS OBISPO COUNTY

**ITEM**

Enter into a cross connection inspection agreement with the County Health Department

**BACKGROUND**

The District has had the San Luis Obispo County Health Department provide cross connection inspection services for the District for the past number of years. Mr. Henry Ruiz, the Cross Connection Inspector, has requested that the District enter into a cross connection inspection agreement for providing service. Since these services have been provided by the health agency to the satisfaction of the District, staff does not see a problem with formalizing the attached agreement.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the agreement for cross connection inspection services with the San Luis Obispo County Division of Environmental Health. Attached is a resolution authorizing the District to enter into the agreement and authorizing the President of the Board to execute the agreement.

Board 2001\Cross Connection.DOC

**RESOLUTION 00-Cross Connection**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
APPROVING AGREEMENT WITH THE COUNTY OF  
SAN LUIS OBISPO DIVISION OF ENVIRONMENTAL HEALTH  
FOR PERFORMANCE OF CROSS-CONNECTION INSPECTION SERVICES**

**WHEREAS**, the District utilizes the services of the San Luis Obispo County Health Department to inspect Cross-Connection Devices within the District boundary, and

**WHEREAS**, the District wishes to enter into an agreement with said County Health Department to provide cross-connection inspection services.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors of the Nipomo Community Services District, San Luis Obispo County, California, as follows:

1. Approve the San Luis Obispo County Division of Environmental Health Cross-Connection Inspection Service Agreement.
2. That the President of the Board is instructed to execute the agreement on behalf of the District.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

AYES: Directors \_\_\_\_\_

NOES:

ABSENT:

ABSTAIN:

the foregoing Resolution is hereby adopted this 18<sup>th</sup> day of April, 2001.

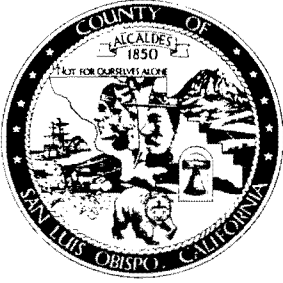
\_\_\_\_\_  
Robert L. Blair, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
District Legal Counsel



COUNTY OF SAN LUIS OBISPO  
**HEALTH AGENCY**  
PUBLIC HEALTH DEPARTMENT  
**Environmental Health Division**  
2156 Sierra Way • P.O. Box 1489  
San Luis Obispo, California 93406-1489  
Phone: (805) 781-5544 FAX: (805) 781-4211

Gregory Thomas, M.D., M.P.H.  
Health Agency Director  
Health Officer

Curtis A. Batson, R.E.H.S.  
Director

**MEMORANDUM**

**TO: ALL PURVEYORS**

**FROM: *HR* HENRY S. RUIZ, CROSS CONNECTION SPECIALIST**

**SUBJECT: AGREEMENT FOR CROSS CONNECTION INSPECTION SERVICES**

Enclosed is a copy of the aforementioned Agreement for your review and comments.

After reviewing the document, please contact either Richard Lichtenfels, Supervisor for the Cross Connection Program (781-5553), or myself (781-5567) if you have any questions or suggestions that you feel need to be discussed/included in this Agreement.

As you know, after your entity has approved this Agreement it will be sent to the County of San Luis Obispo Board of Supervisors for approval before becoming effective.

RECEIVED

MAR 23 2001

COMMUNITY  
SERVICES DISTRICT

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**AGREEMENT FOR  
CROSS-CONNECTION INSPECTION SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between and between the COUNTY OF SAN LUIS OBISPO, hereinafter referred to as "COUNTY", and Nipomo Community Services District, hereinafter referred to as "Purveyor".

**WITNESSETH:**

**WHEREAS**, Purveyor within its jurisdictional boundaries is desirous of contracting with the COUNTY for the performance of cross-connection inspection services by COUNTY through its Division of Environmental Health; and

**WHEREAS**, COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. In consideration of payment by Purveyor to COUNTY of the sum hereinafter prescribed, COUNTY agrees through its Division of Environmental Health to perform within the jurisdictions of Purveyor those services outlined in the Cross-Connection Control Program attached hereto as Exhibit "A" and made a part hereof.
2. Purveyor agrees to adopt, prepare and furnish all necessary resolutions.
3. COUNTY, its officers, and agents shall not assume any liability for any of the following:
  - a. the intentional or negligent acts or omissions of Purveyor, or any officer, employee or agent thereof;

- b. the intentional or negligent acts or omission of any COUNTY officers and employees performing services for and/or on behalf of Purveyor pursuant to the terms of this agreement; or
  - c. any defective or dangerous condition of the streets or property of Purveyor.
4. Purveyor shall indemnify, defend and hold COUNTY, and its officers, employees and agents harmless from any and all claims, demands, damages, costs expenses, liabilities, judgement, and attorney fees arising out of or in any way connected with any act or omission which is related in any way to this agreement, regardless of whether such act or omission is willful, negligent or non-negligent, and regardless of whether such action or omission was caused by the COUNTY, the Purveyor or a third party.
5. For the services performed by COUNTY as outlined in Exhibit "A" attached hereto, Purveyor shall pay to COUNTY a sum based on an hourly rate to be approved annually by the Board of Supervisors of COUNTY, which sum shall include departmental overhead, clerical work and office supplies. The initial hourly rate is forty (40) dollars per hour. This hourly rate shall be recomputed annually and revised as necessary by the Board of Supervisors of COUNTY. In addition, Purveyor shall reimburse COUNTY for other out-of-pocket expenses incidental to performance of this agreement.
6. COUNTY shall submit bills periodically for services performed and expenses incurred and Purveyor shall pay all such bills within twenty (20) days of receipt.
7. This agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall continue in force and effect until June 30, 20\_\_\_\_. Unless terminated as prescribed herein, this agreement shall be automatically renewed from year to year for successive one (1) year periods thereafter.
8. This agreement may be terminated at the end of any period thereof by Purveyor or COUNTY giving a written notification of such intention to terminate to the other party not less than two (2) months before the expiration of the initial period or any succeeding one-year period.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first hereinabove written.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

COUNTY OF SAN LUIS OBISPO

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

County Clerk, County of San  
Luis Obispo, State of California  
and ex-officio Clerk of the Board  
of Supervisors

By \_\_\_\_\_  
Deputy



EXHIBIT A

SAN LUIS OBISPO COUNTY PUBLIC HEALTH DEPARTMENT

ENVIRONMENTAL HEALTH DIVISION

CROSS-CONNECTION CONTROL PROGRAM AS ADMINISTERED FOR  
CONTRACTING WATER PURVEYORS/DISTRICTS

A. Water Use Survey

1. The survey consists of a thorough inspection of all water uses, for cross-connections, within the premises of the water user.
  - a. Priority will be given to special hazard facilities.
2. Survey reports will be written and maintained.
  - a. A written letter will be given to the water user itemizing cross-connections found on premises and the corrective action required with compliance date.
  - b. A copy of the report will be supplied to the water purveyor/district.
3. Follow-up letters for non-compliance with survey corrective measures will be written to the water user and a copy will be provided to the water purveyor/district.
4. Resurvey of property will be made in order to certify that additional cross-connections have not been created.


B. Enforcement of Local Ordinances as Related to Cross-Connections

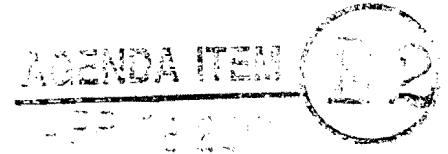
1. Will enforce local ordinances as related to Cross-Connections.
2. Will serve as prosecution witness in cases involving violation of laws affecting the safety and purity of public water supplies.
3. Will recommend by letter to the water purveyor/district to discontinue service to a water user for the protection of the public water supply.
4. Will determine the necessity for backflow prevention devices at the service connection for the protection of the water main where internal protection does not solve the total Cross-Connection problem.

C. Plan Check

1. Plan checks will be made of water usage when requested by the water purveyor/district when necessary to supplement Building Department review of plans.

- D. **List of Approved Devices for San Luis Obispo County**
  - 1. Will provide the water purveyor/district with a list of approved backflow prevention devices.
  
- E. **Installation of Approved Devices**
  - 1. Will provide a diagram for the proper installation of approved backflow prevention devices.
  
- F. **Backflow Prevention Device Testing Program**
  - 1. Maintain records of all known devices in service.
  - 2. Annual testing of devices as required in Title 17 of the California Code of Regulations
    - a. Notify water user when testing is due.
    - b. Supply listing of certified backflow prevention device testers.
    - c. Follow-up delinquent reporting of test results.
    - d. Up-date records when testing report is received.
    - e. Evaluate testing results for inadequacies in approved devices or parts thereof.
  
- G. **Related Additional Responsibilities**
  - 1. The Environmental Health Division shall provide additional related services which include, but are not limited to the following:
    - a. Technical consultation with the water purveyor, plumbers, property owners, builders, and manufacturers;
    - b. Coordination of cross-connection control program elements with other jurisdictions.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES   
DATE: APRIL 18, 2001



MONTECITO VERDE II  
SEWER LINE EASEMENT

**ITEM**

Approving appraisal proposal from Reeder, Gilman and Associates to appraise the Montecito Verde II sewer line easement between Montecito Verde II and Story Road

**BACKGROUND**

The District has been requested by the Regional Water Quality Control Board to connect the on-site disposal systems of Montecito Verde II to the District's area wide sewer collector system. The Board has approved the engineering design work, which is now in process. Part of this design requires that a sewer line be constructed from Meredith Ave. in Montecito Verde II to Story Road and then easterly in Story Rd. to the Frontage Rd. to connect to the area-wide sewer system. To provide this alignment, the District needs to acquire a sewer line easement as shown on the attached map.

The District has contacted Reeder, Gilman and Associates, certified appraisers, to do an appraisal to establish the value of the sewer line easement. Their proposal to do this work is \$2,500 and is attached for the Board's review.

The District has applied for a Community Development Block Grant through the SLO County Board of Supervisors to assist in payment for these sewer improvements. The County Board of Supervisors, at their April 3, 2001 meeting, approved a Community Development Block Grant of \$144,000 and \$40,000 HOME funds to connect Montecito Verde II to the District sewer system. To proceed in this matter, the value of the easement between Montecito Verde II and Story Rd. needs to be established, therefore, the hiring of an independent appraiser is being presented to your Honorable Board.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the appraisal proposal from Reeder, Gilman and Associates to establish the value of the sewer line easement between Montecito Verde II and Story Rd. in the amount of \$2,500 and authorize the Board President to execute the agreement.

Board 2001\MVII easement appr.DOC



**RESOLUTION 2001-appraisal**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
APPROVING REEDER, GILMAN & ASSOCIATES TO PERFORM  
AN APPRAISAL OF THE MONTECITO VERDE II SEWER LINE EASEMENT**

**WHEREAS**, the District needs to acquire a sewer line easement across private property to connect Montecito Verde II sewers to the District system, and

**WHEREAS**, an appraisal needs to be completed to establish the value of the proposal sewer line easement, and

**WHEREAS**, staff and the Board of Directors have reviewed the proposal from Reeder, Gilman & Associates to perform the said appraisal work.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors of the Nipomo Community Services District, San Luis Obispo County, California, as follows:

1. Reeder, Gilman & Associates are approved to perform the appraisal services for the sewer line easement between Montecito Verde II and Story Road.
2. That the President of the Board is instructed to execute the contract on behalf of the District.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

AYES: Directors  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing Resolution is hereby adopted this 18<sup>th</sup> day of April, 2001.

\_\_\_\_\_  
Robert L. Blair, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
District Legal Counsel

# REEDER, GILMAN & ASSOCIATES

*Appraisers and Consultants • Real and Personal Property*

WARREN REEDER • MAI, SR/WA  
SCREA, CA # AG006521  
Senior Member - APPRAISAL INSTITUTE  
INTERNATIONAL RIGHT OF WAY ASSOCIATION

LESLIE J. GILMAN • MBA, SR/WA  
SCREA, CA # AG014980  
Senior Member - INTERNATIONAL RIGHT OF WAY ASSOCIATION

M. LISA BORGQUIST  
SCREA, CA # AG014431

1101 South Broadway, Suite A, Santa Maria, California 93454

P. O. Box 726, Santa Maria, California 93456

Telephone: (805) 925-2603

Fax: (805) 925-0840

Email: RGA1101@AOL.COM

Federal Tax ID #77-0555850

April 9, 2001

Mr. Doug Jones, General Manager  
Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444-0326

RE: Appraisal Proposal – Montecito Verde II Sewer Line Easement – Cajas/Salazar  
Parcels, Nipomo, California

Dear Mr. Jones:

As you requested, we are submitting this proposal for an appraisal of a sewer line easement across the two subject parcels. These parcels are known as San Luis Obispo County Assessor's Parcel 092-311-001 (Cajas) and 092-311-002 (Salazar), both located adjacent Story Street in Nipomo, California.

We understand that the purpose of the appraisal is to estimate just compensation for the acquisition of a sewer line easement across the two properties. The proposed sewer line easement will be located in a road easement that already exists on each parcel. The appraisal is to consider the real property only. Items of personal property such as growing crops, equipment, livestock, vehicles, furnishings, etc., are not to be part of the analysis. The function of the appraisal will be its use as a guide to value during negotiations for the acquisition of the subject sewer easement.

We can provide a summary narrative appraisal report considering the pertinent factors of eminent domain real estate valuation as they apply to each property for a total fee of \$2,500. This fee is due upon delivery of the completed report. The above fee does not include charges for any additional work, if such should be required. The fee for such services as consultation, court preparation time, attendance at depositions,

Mr. Doug Jones, General Manager  
Nipomo Community Services District

April 9, 2001  
Page 2

and appearances before a court or administrative agency shall be billed at our current rate at the time the services are performed.

If the scope of our assignment should be expanded at your request, the additional work will be billed at our current rate and added to the initial appraisal fee.

Due to our present workload, we anticipate that the preparation of the appraisal report will take approximately between 4 and 6 weeks after receipt of your authorization to proceed. Due to the need to schedule appraisal assignments in advance, this estimate is subject to revision upon changes in our work load. It is important to note that the above time frame is our best estimate at this time, but is not a guarantee. However, we will make every effort to complete the report as indicated above. By replying promptly, you will be assured that your project will receive our earliest attention.

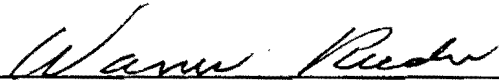
Mr. Doug Jones, General Manager  
Nipomo Community Services District

April 9, 2001  
Page 3

We thank you for your interest in our firm's services and for giving us the opportunity to be of service to you. If this proposal meets with your approval, please sign in the space provided below and return a signed copy of the letter to us. We have enclosed a copy of our Professional Qualifications for your review.

Very truly yours,

REEDER, GILMAN & ASSOCIATES  
REAL ESTATE APPRAISERS



Warren Reeder, MAI, SRWA  
Certified General Real Estate Appraiser, CA#AG006521

WR:jhc

(#19)

Accepted by:

\_\_\_\_\_  
Please Type or Print Name

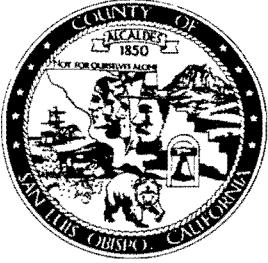
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

BID-WR-JONES NIPCSD.DOC:JHC





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

April 6, 2001

Mr. Doug Jones  
General Manager  
Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444-0326

Dear Mr. Jones,

It is my pleasure to inform you that on April 3, 2001, the San Luis Obispo County Board of Supervisors approved \$144,000 of CDBG and \$40,000 HOME funds for the connection of Montecito Verde II to the Nipomo Community Services District Sewer. The \$144,000 is from the County's share of CDBG funds.

The County will now submit the Urban County of San Luis Obispo Program Year 2001 Action Plan to the federal Department of Housing and Urban Development (HUD) and await its approval before a contract is signed with HUD for the 2001 CDBG and HOME funds. We anticipate the funds being available this fall (September or October). To this end, **please do not incur any expenses** related to the connection of the Montecito Verde II to the Nipomo Community Services District Sewer until the necessary environmental review and execution of a contract with the county has occurred. The County of San Luis Obispo is under no obligation to reimburse Nipomo Community Services District for any costs incurred prior to the foregoing.

Again, congratulations and should you have any questions regarding the process for approval or the funding amount, please email me at [tnavarro@co.slo.ca.us](mailto:tnavarro@co.slo.ca.us) or call (805) 781-5787.

Respectfully,

Tony Navarro  
Planner III  
County of San Luis Obispo  
Department of Planning and Building  
Housing and Economic Development Division

RECEIVED

APR 10 2001

NIPOMO COMMUNITY  
SERVICES DISTRICT

AGENDA ITEM  
APR 18 2001



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: APRIL 18, 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 April 4, 2001 Regular Board meeting
- F-3) ACCEPTANCE OF IMPROVEMENTS - TRACT 1658 (KENGEL) [RECOMMEND APPROVAL]  
Accepting water & sewer improvements for Tract 1658
- F-4) ACCEPTANCE OF IMPROVEMENTS - TRACT 1876 (NEUHAUSER) [RECOMMEND APPROVAL]  
Accepting water & sewer improvements for Tract 1876
- F-5) INVESTMENT POLICY - QUARTERLY REPORT [RECOMMEND APPROVAL]  
March 31, 2001 First Quarterly Report

## WARRANTS APRIL 18, 2001

### HAND WRITTEN CHECKS

18425	03/30/01	ST COMP W/C INS	\$2,578.15
18426	04/09/01	SLO County CLERK	21.00
18427	04/09/01	SLO County CLERK	21.00
18428	04/10/01	POSTMASTER	93.76
18429	04/10/01	POSTMASTER	365.70
18430	04/18/01	DHS-OCP	120.00
18431	04/18/01	SWRCB	70.00
18433	04/18/01	SWRCB	50.00

VOID            5717  
                  18432

5751	04/18/01	GLM	217.00
5752	04/18/01	GROENIGER & CO	90.30 218.39
		Check Total.....	308.69
5753	04/18/01	DONNA JOHNSON	361.11
5754	04/18/01	KENNEDY/JENKS CONSULTANTS	4493.22
5755	04/18/01	KINKO'S	561.15
5756	04/18/01	LEE WILSON ELECTRIC	167.50
5757	04/18/01	MILLS-KOEHLER	50.00
5758	04/18/01	MISSION UNIFORM SERVICE	224.19
5759	04/18/01	RICHARD MOBRAATEN	100.00
5760	04/18/01	NIPOMO ACE HARDWARE INC	95.66
5761	04/18/01	NIPOMO GARBAGE	14.55 42.50
		Check Total.....	57.05
5762	04/18/01	NIPOMO SHELL	1028.68
5763	04/18/01	P G & E	11811.59
5764	04/18/01	POSTMASTER	438.40
5765	04/18/01	QUINN RENTAL SERVICES	49.22
5766	04/18/01	SANSONE COMPANY, INC	30000.00
5767	04/18/01	SHIPSEY & SEITZ, INC	4848.00
5768	04/18/01	ALBERT SIMON	100.00
5769	04/18/01	SAN LUIS OBISPO COUNTY	40.00
5770	04/18/01	STATE DEPT OF HEALTH SERV	70.00
5771	04/18/01	STATE WATER RESOURCES CB	34868.35
5772	04/18/01	TERMINIX	43.00
5773	04/18/01	THE GAS COMPANY	2993.58
5774	04/18/01	TRI-COUNTIES TRAINING	20.00
5775	04/18/01	VERIZON	28.37
5776	04/18/01	MICHAEL WINN	31.39
5776	04/18/01	MICHAEL WINN	100.00
		Check Total.....	131.39
5777	04/18/01	WIRSING, JUDY	100.00

### COMPUTER GENERATED CHECKS

5726	04/02/01	EMPLOYMENT DEVELOP DEPT	365.00
5727	04/02/01	MID STATE BANK	1637.73 396.06
		Check Total.....	2033.79
5728	04/02/01	MIDSTATE BANK - DIRECT DP	11862.05
5729	04/02/01	DEBRA SIMMONS	150.00
5730	04/02/01	STATE STREET GLOBAL	935.00
5731	04/05/01	ROBERT L BLAIR	100.00
5732	04/05/01	RICHARD MOBRAATEN	100.00
5733	04/05/01	ALBERT SIMON	100.00
5734	04/05/01	MICHAEL WINN	100.00
5735	04/05/01	WIRSING, JUDY	100.00
5736	04/18/01	AMERICAN WATER WORKS ASSO	117.00 53.00
		Check Total.....	170.00
5737	04/18/01	BASIC CHEMICAL SOLUTIONS	853.91 362.80
		Check Total.....	1216.73
5738	04/18/01	ROBERT L BLAIR	88.32 31.39 100.00
		Check Total.....	219.71
5739	04/18/01	BOYLE ENGINEERING CORP	9548.85
5740	04/18/01	CALIFORNIA WATER JOURNAL	129.00
5741	04/18/01	CA-NV SECTION AWWA	37.00
5742	04/18/01	COMPUTER NETWORK SERVICES	523.00
5743	04/18/01	COMMUNICATION SOLUTIONS	161.99 197.76
		Check Total.....	359.75
5744	04/18/01	CORBIN WILLITS SYSTEMS	60.00
5745	04/18/01	CREEK ENVIRONMENTAL LABS	30.00 30.00 30.00 30.00
		Check Total.....	120.00
5746	04/18/01	CUESTA EQUIPMENT	87.11
5747	04/18/01	DWIGHT'S AUTOMOTIVE	212.45
5748	04/18/01	EDA	1747.50
5749	04/18/01	FGL ENVIRONMENTAL	44.00 44.00 284.00 29.60 44.80 44.80
		Check Total.....	491.20
5750	04/18/01	GARING TAYLOR & ASSOC	416.00
5750	04/18/01	GARING TAYLOR & ASSOC	3972.61
		Check Total.....	4388.61

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

## AGENDA ITEM



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

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

#### A. CALL TO ORDER AND FLAG SALUTE

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

#### B. ROLL CALL

At Roll Call, all Board members were present.

#### C. PUBLIC COMMENTS PERIOD

##### PUBLIC COMMENTS

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

President Blair opened the meeting to public comments.

The following member of the public spoke:

Jessie Hill, NCAC Chairman, Arroyo Grande - Handed Director Winn three documents

- 1) A brochure about Coastal San Luis Resource Conservation District,
- 2) Settlement Agreement of Calif State Fish & Game vs. Union Oil Co. of Calif.
- 3) RWQCB Draft Management Plan for non-point source pollution in the Santa Maria River Watershed and spoke about money available from the Guadalupe Oil Spill for water monitoring programs.

#### 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

The Board reviewed the First Amendment to the Agreement to supply water and sewer services to the new Nipomo High School. There were no public comments. Upon motion of Director Mobraaten and seconded by Director Winn, the Board unanimously approved Resolution 2001-762 approving the agreement between the District and the high school pending verification from Jim Garing of Garing, Taylor and Associates of the water billing formulas on Exhibit C of the agreement. Vote 5-0

##### RESOLUTION NO. 2001 - 762

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AUTHORIZING EXECUTION OF THE FIRST AMENDED AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT

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

Review and approve sewer improvement cost spread to benefiting properties

President Blair opened the meeting to a Public Hearing to review costs for development of a sewer lift station and force main improvements in the Hazel Lane area. There were no comments. Upon motion of Director Simon and seconded by Director Wirsing, the Board unanimously approved the sewer reimbursement spread diagram and the reimbursement formula spreading the cost equally to each lot. Vote 5-0.

MINUTES

Nipomo Community Services District

April 4, 2001

Page 2

D-3) SOLID WASTE DISPOSAL SERVICE

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

Legal Counsel, Jon Seitz, explained the proposed ordinance establishing regulations for the District to provide solid waste disposal services.

The following member of the public spoke:

Jessie Hill, NCAC Chairman, Arroyo Grande -agrees to the NCSD taking over garbage collection and also to the mandatory garbage pick-up. Also, please look at clean up of sofas, mattresses, etc. The Board received the draft of the ordinance to review for comment. No action was taken.

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

President Blair stepped down from the Board for this item because it involves his property within the District. Vice President Simon took the chair.

A request was received from Bob Blair for one water service to 1255 N. Frontage Rd. in the Summit Station area.

The following members of the public spoke:

Jessie Hill, NCAC Chairman, Arroyo Grande - Asked for clarification on the LAFCO agreement concerning restrictions imposed on this area.

Bob Blair, Dale Ave, Arroyo Grande - 18 acre parcel was split in 1898 into 2 lots and lot lines still show on APN map.

Upon motion of Director Winn and seconded by Director Mobraaten, the Board unanimously approved to issue an Intent-to-Serve letter with the conditions as stated in the Board letter. Vote 4-0.

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

President Blair returned to the chair.

A request was received from Norman & Vasquez Associates for water service for a proposed industrial center at Inga Rd. near N. Frontage Rd.

Mark Vasquez representing Pruitt Properties spoke to the Board about the project. He explained the possible uses for the 22 (25' x 50' x 20') spaces created by this project. There would be a common restroom on the premises. There were no public comments.

Upon motion of Director Simon and seconded by Director Mobraaten, the Board approved to issue an Intent-to-Serve letter with the conditions as stated in the Board letter. Vote 5-0 with Director Wirsing abstaining.

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

Upon motion of Director Winn and seconded by Director Mobraaten, the Board unanimously approved the items on the April 4, 2001 Consent Agenda.

RESOLUTION NO. 2001-763

A RESOLUTION OF THE BOARD OF DIRECTORS

OF THE NIPOMO COMMUNITY SERVICES DISTRICT

AUTHORIZING AN AMENDMENT TO THE CONTRACT

MINUTES

Nipomo Community Services District

April 4, 2001

Page 3

**G. MANAGER'S REPORT**

Manager, Doug Jones, presented information on the following:

- 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

Mr. Jones also informed the Board that a request for annexation from property owners on "The Bluffs" will be on the next agenda. Annexation Committee to meet at 8:15 a.m. Thursday.

**H. DIRECTORS COMMENTS**

**CLOSED SESSION**

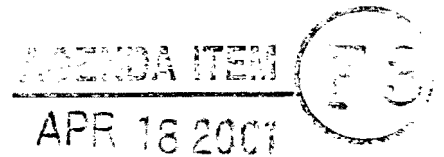
There was no need to go into Closed Session.

President Blair adjourned the meeting at 12:08 p.m.

**ADJOURN**

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

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: APRIL 18, 2001



ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS FOR  
TRACT 1658  
KENGEL

**ITEM**

Acceptance of water and sewer improvements for Tract 1658

**BACKGROUND**

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (Kengel) for Tract 1658, a 20-lot development near Tefft St. has installed water and sewer improvements and has met the District's conditions:

- Installed the improvements
- Paid associated fees
- Provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the attached Resolution 2001-\_\_\_\_\_, accepting the water and sewer improvements for Tract 1658.

Board 2001\Accept TR 1658 Kengel.DOC

RESOLUTION NO. 2001-ACCEPT 1658

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS  
FOR TRACT 1658 (KENGEL)

**WHEREAS**, on May 7, 1998, the District issued a conditional Will-Serve Letter for water and sewer service for Tract 1658 near Tefft St. in Nipomo; and

**WHEREAS**, the District approved and signed the construction plans on April 19, 1999 for the water and sewer improvements to be constructed; and

**WHEREAS**, the water and sewer improvements have been constructed and said improvements are complete and certified by the engineer; and

**WHEREAS**, on November 16, 1999, the Owner offered the water and sewer improvements to the Nipomo Community Services District; and

**WHEREAS**, this District has accepted such offer without obligation except as required by law, and

**WHEREAS**, all water and sewer fees for service, required in conformance with District Ordinances, have been paid in full for Tract 1658.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

That the water and sewer improvements constructed to serve Tract 1658 near Tefft Street in Nipomo are accepted by this District.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

AYES: Directors \_\_\_\_\_  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this 18<sup>th</sup> day of April 2001.

\_\_\_\_\_  
Robert L. Blair, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *D*  
DATE: APRIL 18, 2001

AGENDA ITEM  
APR 18 2001



ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS FOR  
TRACT 1876  
NEUHAUSER

**ITEM**

Acceptance of water and sewer improvements for Tract 1876

**BACKGROUND**

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (Neuhauser) for Tract 1658, a 9-lot development on Glory St. has installed water and sewer improvements and has met the District's conditions:

- Installed the improvements
- Paid associated fees
- Provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the attached Resolution 2001-\_\_\_\_\_, accepting the water and sewer improvements for Tract 1876.

Board 2001\Accept TR 1876 Neuhauser.DOC

RESOLUTION NO. 2001-ACCEPT 1876

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS  
FOR TRACT 1876 (NEUHAUSER)

**WHEREAS**, on February 4, 2000, the District issued a conditional Will-Serve Letter for water and sewer service for Tract 1876 on Glory St. in Nipomo; and

**WHEREAS**, the District approved and signed the construction plans on February 9, 2000 for the water and sewer improvements to be constructed; and

**WHEREAS**, the water and sewer improvements have been constructed and said improvements are complete and certified by the engineer; and

**WHEREAS**, on May 18, 2000, the Owner offered the water and sewer improvements to the Nipomo Community Services District; and

**WHEREAS**, this District has accepted such offer without obligation except as required by law, and

**WHEREAS**, all water and sewer fees for service, required in conformance with District Ordinances, have been paid in full for Tract 1876.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

That the water and sewer improvements constructed to serve Tract 1876 on Glory Street in Nipomo are accepted by this District.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

AYES: Directors \_\_\_\_\_  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this 18<sup>th</sup> day of April 2001.

\_\_\_\_\_  
Robert L. Blair, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel