

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

October 3, 2001

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

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
RICHARD MOBRAATEN, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, DIRECTOR

STAFF

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

CLOSED SESSION 9:45 A.M.

CONFERENCE WITH LEGAL COUNSEL GC\$54956.9

- Istar Holliday, Jesse Hill vs. NCSD CV 010563
- Property Negotiation - Barlogio/NCSD, Camino Caballo & Via Caballo, Terms & Conditions of purchase

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) SPECIAL PRESENTATION FOR ACHIEVING THE TARGET RECYCLING GOALS

By Bill Worrell - Integrated Waste Management Authority Manager

D-2) DISTRICT SERVICE CAPACITIES

Review District water and sewer capacities

D-3) PROPOSED ANNEXATION NO. 19 - LMUSD HIGH SCHOOL AREA

To annex approx. 79 ac. off N. Thompson Rd. - Request by Lucia Mar Unified School District

D-4) PROPOSED ANNEXATION NO. 20 - MARIA VISTA - TRACTS 1802, 1808 & 1856 - (BENHAM)

To annex approx. 124 acre dev. near the Santa Maria Speedway (formerly The Bluffs)

Amending the existing District annexation agreement to include Tract 1808

Acquiring consultant service to perform initial environmental review

D-5) PROPOSED ANNEXATION NO. 21 - KNOLLWOOD - TRACT 2325 - (MARTIN)

To annex approx. 160 acres, 55 lot development on Willow Rd. across from Black Lake Golf Course

E. OTHER BUSINESS

E-1) REQUEST FOR SERVICE - 01-0162 (BODGER)

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

E-2) REVIEW BOARD OF DIRECTORS BOARD MEETING TIME

Consider starting Board meeting earlier than 10:30 a.m.

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]

Minutes of September 19, 2001 Regular Board meeting

F-3) ACCEPTANCE OF IMPROVEMENTS - CO 90-208 (PRUIT)

Accepting water improvements for a 4-lot commercial dev. on Lindon Lane

G. MANAGER'S REPORT

G-1) SOUTH COUNTY ROAD IMPROVEMENT FEE

G-2) SDRMA BOARD OF DIRECTORS VACANCY

H. DIRECTORS COMMENTS

CLOSED SESSION


CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC\$54956.9

- SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- NCSD vs State Dept of Health Services CV 990716
- Property Negotiation - Barlogio/NCSD, Camino Caballo & Via Caballo, Terms & Conditions of purchase

ADJOURN

The next regular Board meeting will be held on October 17, 2001.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: OCTOBER 3, 2001

AGENDA ITEM 
OCT 03 2001

SPECIAL PRESENTATION FOR ACHIEVING THE TARGET RECYCLING GOALS


ITEM

Award presentation by Bill Worrell - Integrated Waste Management Authority achievement award

BACKGROUND

Mr. Bill Worrell from IWMA will be here to present your Honorable Board with an achievement award for meeting the 50% reduction in solid waste goals.

Board 2001\IWMA award.DOC

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: OCTOBER 3, 2001

AGENDA ITEM

JUL 06 2 01



DISTRICT SERVICE CAPACITIES

ITEM

Review District water and sewer capacities

BACKGROUND

There has been some discussion as to the District's water and sewer present capacities and the needs for the future. Staff has prepared exhibits about the District facilities.

Exhibit A

Projects the build-out requirements for water supply for the Town and Black Lake Divisions. These projections are based on the SLO County Planning Department South County Area Plan build-out projections of population and dwelling units. From this information, the Town Division (at build-out) would require a water source of approx. 3700 acre feet per year. The Black Lake Division would require about 450 acre feet. Therefore, the District would need a total of approx. 4100-4200 AFY to meet the County's General Plan Land Use requirements.

Exhibit B

Reviews the well production capacity need for build-out projections.

The present well capacity of the Town and the Black Lake Divisions (3718 and 496 AFY respectively) is sufficient to meet the County General Plan build-out projections. It should be known that as the District grows, primarily from in-fill, additional infrastructure will need to be built to meet peaking demands, i.e. additional storage, transmission mains, production, etc.

The District's present capacity at the Town and the Black Lake Divisions' wastewater facilities is sufficient to handle the build-out requirements of the County General Plan.

Of the District's sewer lift stations, the Tefft Street lift station will need to be upgraded to accommodate the Phase II expansion of the high school as well as the in-fill in the eastern portion of the District.

Exhibit C

Review of Title 22 calculations - The District's production and storage capacity calculations were based on Sections 64562, 64563 & 64564 of Title 22 requirements.

The District's present production and storage capacity will allow the District's Town Division to provide service to slightly over 4000 connections. The Black Lake Division has sufficient production for build-out.

RECOMMENDATION

Information item. No actions is required by the Board.

**NIPOMO COMMUNITY SERVICES DISTRICT
 WATER PRODUCTION
 BUILD-OUT PROJECTION**

From San Luis Obispo County Planning Department Report - South County Area Plan
 Revised MAY 27, 1999
 From Table A-2

AREA	BUILD-OUT DWELLING	BUILD-OUT POPULATION	BUILD OUT DATE
Nipomo Urban Area	7678	24,032	2010+

The Nipomo Community Services District boundary does not include the total urban area of the South County Area Plan.

Due to a greater dwelling density of the Land Use Categories within the Nipomo Community Services District service area, it is estimated that the District would serve approximately 65% of the build-out of the urban area.

Estimated NCSD water needs:

Build-Out Dwellings 7678 X 65% \approx 4990 or approx. 5000 dwellings
 Average consumption per water account years 1995-2000 = 0.61 AFY

TOWN DIVISION

Projected urban water needs at build-out \approx 5000 X 0.61 =	3050 AFY
Projected rural area needs \approx 300 units X 0.61	183 AFY
Add approximately 15% for normal District operations	<u>485 AFY</u>
	<u>3718 AFY</u>

BLACK LAKE DIVISION

Projected urban water needs at build-out \approx 600 units X 0.61 AFY/account =	366 AFY
Add \approx 24% for landscape irrigation and District operations	<u>88 AFY</u>
	<u>454 AFY</u>

NCSW WELL PRODUCTION CAPACITY

WELL PRODUCTION CAPACITY vs. BUILD-OUT PROJECTIONS

Town Division

7 wells \approx 3300 gpm = 5320 AFY

Assume 80% normally available $80\% \times 5320 = 4256$ AFY

Town Division build-out projection = 3718 AFY

Therefore present capacity can meet build-out projections.

Present capacity in excess of build-out needs \approx 500⁺ AFY

Black Lake Division

2 wells \approx 725 gpm = 1169 AFY

Assume 80% normally available $80\% \times 1169 = 935$ AFY

Black Lake build-out projection = 446 AFY

Present capacity in excess of build-out needs \approx 490 AFY

As the District grows, additional infrastructure will need to be built to meet peaking demands.

DISTRICT SEWER CAPACITY

Wastewater Treatment Facilities

TOWN DIVISION

Present design capacity 0.9 MGD (Million Gallons per day)

Present average monthly flows \approx 0.4 MGD

Present number of sewer services 1770

BLACK LAKE

Present design capacity 0.2 MGD

Present average monthly flows 0.07mgd

Present number of sewer services 536

Both the Southland and the Black Lake wastewater facilities have unused capacity to handle future users.

LIFT STATIONS

The District presently operates 12 sewer lift stations. The Lucia Mar Unified School District EIR on the new high school indicated that the beginning of Phase II of the high school development the Tefft St. lift station will need to be expanded. Funds have been budgeted in this year's budget for design expansion of the lift station with construction planned for next year.

TITLE 22 CALCULATIONS
 SECTIONS 64562, 64563 & 64564

TOWN DIVISION

Present Production Capacity
 For 7 wells, Capacity (Q) = 3300 gpm
 Present Storage 4 storage tanks (V) = 2.2+ Mil Gal.
 Existing services (Sept 01) ≈ 2800

From Title 22, Article 2. General Requirements
 To determine required flows (Q) at Max. Day Demand

Formula $Q = Q_o (2.5 - 1.5 V/V_o)$

Where Q & V are present District Production & Storage capacity Q = 3300 gpm V = 2.2 MG
 Q_o & V_o are production and storage numbers from charts at 2800 services and at 65°F

- For 2800 service connections from Charts Q_o = 3000 V_o = 1.4 MG
 $Q = 3000 [2.5 - 1.5 (2.2/1.4)] = 3000 (0.143) = 428 \text{ gpm}$
- Projection for 4000 service connections from charts Q_o = 4200 gpm V_o = 1.9 MG
 $Q = 4200 [2.5 - 1.5 (2.2/1.9)] = 4200 (0.763) = 3205 \text{ gpm}$ Presently Q = 3300 gpm

The District's present production and storage capacity would allow slightly in excess of 4000 service connections.


The District recorded water pressures exceeding Title 22 minimum pressure requirement of 20 psi.

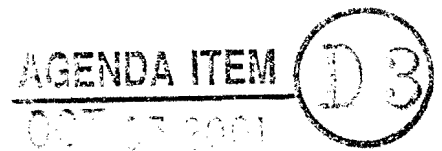
Present water reserve capacity (fees paid but no meter set) is 366 services
 Number of Intent-to-Serve* letters issued for water service is 382 services

Present Title 22 calculation would allow the District to have ≈ 4000 services

Service allowed	Approx. ≈	4000
Present services	≈	<2800>
Reserve capacity	≈	<366>
Intent-to-Serve	≈	<382>
Available	≈	452

*District is not obligated to provide service until all fees are paid.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: OCTOBER 3, 2001



PROPOSED ANNEXATION NO. 19
LMUSD HIGH SCHOOL AREA

ITEM

Review proposed Annexation #19, a 77-acre site for the Nipomo High School, Lucia Mar Unified School District.

BACKGROUND

The District has entered into an Outside User Agreement with the Lucia Mar Unified School District to provide water and sewer services to the new Nipomo High School. The agreement states that the area was to be annexed into the District within a certain time period. The School District has now requested LAFCO to annex the high school property into NCSD.

The attached resolution No. 2001-school is presented for the Board's consideration.

Water and sewer improvements to the new high school are under construction and should be completed shortly.

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached resolution and forward it to LAFCO.

Board 2001\ Annex School.DOC

RESOLUTION NO. 2001 - School

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
CONDITIONALLY APPROVING THE
LUCIA MAR SCHOOL DISTRICT'S REQUEST
TO ANNEX APPROXIMATELY 77 ACRES**

WHEREAS, the Lucia Mar Unified School District ("Applicant") is the owner of certain real property ("Property") located on the eastern side of Highway 101 in Nipomo between Nipomo Creek to the west, Thompson Road to the east, and bounded by agricultural land on the north and a residential neighborhood to the south. The location of the Property is further described on Exhibit "A" attached hereto; and

WHEREAS, Applicant desires to annex the Property to the Nipomo Community Services District ("District"); and

WHEREAS, Applicant commenced annexation proceedings to the Local Agency Formation Commission ("LAFCO") on or about April 14, 2001; and

WHEREAS, on or about April 10, 2001 Applicant and District entered into an agreement ("Agreement") titled FIRST AMENDED AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT; and

WHEREAS, Section 3.12 of the Agreement provides in relevant part:

Annexation: Within two (2) years of opening the new high school, the School District will apply to LAFCO to annex the Property to the Community Services District; and

WHEREAS, the Applicant's proposed use of the Property is the development of a seventy-seven (77) acre high school to accommodate 850 students initially, with ultimate capacity for 1,800 students; and

WHEREAS, Applicant pursuant to Lucia Mar Unified School District Resolution No. 9899-13 certified an EIR on or about December 15, 1998 with respect to the development of the proposed facilities as a high school. Said EIR included an evaluation of the use of the underlying groundwater basin as a water resource for said development; and

WHEREAS, the District is authorized to provide its residents with all services listed in Government Code §61600; and

WHEREAS, the District currently provides its residents with water, sewer, solid waste and limited street lighting and limited drainage; and

WHEREAS, the proposed application for annexation has been properly placed on the District's agenda for consideration pursuant to the Ralph M. Brown Act; and

RESOLUTION NO. 2001 - School

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
CONDITIONALLY APPROVING THE LUCIA MAR SCHOOL DISTRICT'S REQUEST
TO ANNEX APPROXIMATELY 77 ACRES

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

- A. That the above recitals are true and correct.
- B. That subject to the below listed conditions that the proposed annexation is consistent with the Agreement and the District and LAFCO's annexation policies.
 1. The Lucia Mar Unified School District, independent of the District's water production facilities and pursuant to the Agreement, provide water to the Property.
 2. That subject to the fulfillment of the terms and conditions of the Agreement related to sewer service, the District shall provide sewer service to the Property.

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

- A. The above recitals are true and correct and incorporated herein by reference.
- B. That the Board of Directors of the District does hereby approve the annexation of the Property, subject to the following conditions:
 1. The Applicant diligently processes the application for annexation through the LAFCO process.
 2. The Applicant receives all required approvals and clearances from the LAFCO Commission, including but not limited to compliance with the California Environmental Quality Act and the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
 3. Applicant to pay all District fees and costs associated with the annexation, including the District annexation fees.
 4. The Lucia Mar Unified School District, independent of the District's water production facilities and pursuant to the Agreement, provide water to the Property.
 - a. The operators of the water production facility is to be certified by the State Department of Health Services.
 - b. All water sampling to be in compliance with the State Department of Health Services requirements.
 - c. A weekly or monthly operating schedule is to be presented to the District
 5. That subject to the fulfillment of the terms and conditions of the Agreement the District shall provide sewer service to the Property.

RESOLUTION NO. 2001 - School

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
CONDITIONALLY APPROVING THE LUCIA MAR SCHOOL DISTRICT'S REQUEST
TO ANNEX APPROXIMATELY 77 ACRES

6. That Applicant pay all District fees and costs associated with the annexation including the District's annexation fees and Applicant supply infrastructure to and within the proposed area of annexation as provided in the Agreement.

7. The Applicant complies with all additional conditions that may be imposed by the District through the date of annexation that are not inconsistent with the Agreement.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

the foregoing resolution is hereby adopted this _____ day of _____, 2001.

Robert L. Blair, President
Nipomo Community Services District

ATTEST:

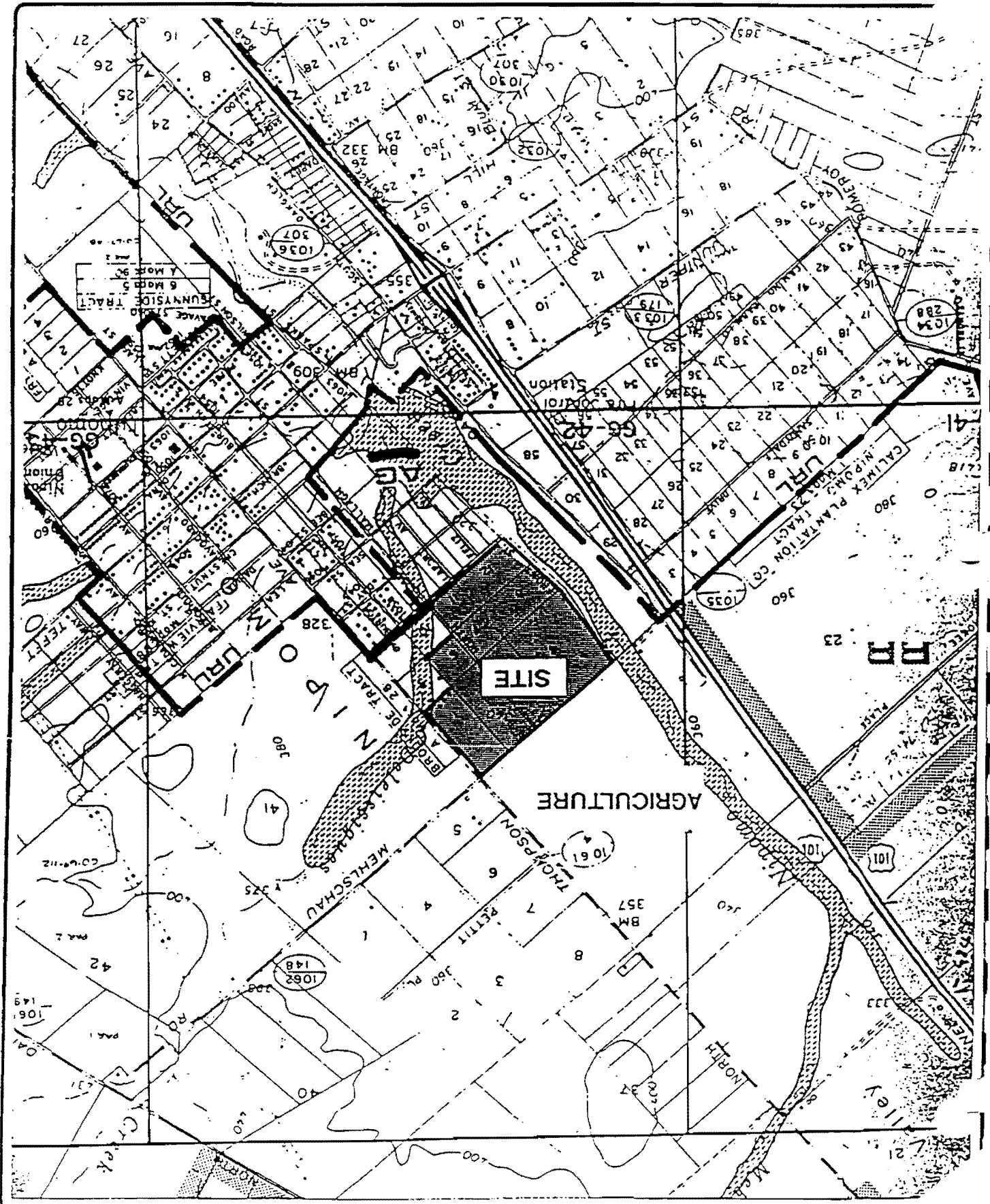
APPROVED AS TO FORM:

Donna K. Johnson, Secretary

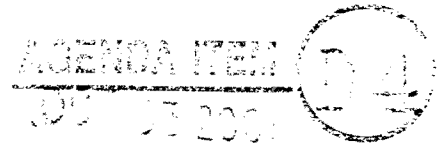
Jon S. Seitz, District Legal Counsel

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: OCTOBER 3, 2001



PROPOSED ANNEXATION NO. 20 - MARIA VISTA
TRACTS 1802, 1808 & 1856 - (BENHAM)

ITEM

Progress report on Annex. No. 20 - Maria Vista (formerly The Bluffs) approx. 124 acres near the Santa Maria Speedway and acquiring consultant services for the environmental review.

BACKGROUND

The developer, Mr. Eric Benham, has requested annexation of Tracts 1802 and 1856 to provide water, sewer, drainage, lighting and possibly park service to his development. Attached is the project description and maps showing the location of the project. The developer has proposed to complete the two Dana Wells on Camino Caballo at his cost, which would supply sufficient water for his proposed development. The District's engineer, Jim Garing, will evaluate the District's infrastructure for these wells to deliver water to the project. The District has requested a proposal from Douglas Wood and Associates to do the CEQA review of this project. The wastewater will have a standard sewer collector system going to an on-site disposal system consisting of adequate capacity disposal field for this project. Lighting, drainage and possibly park service could be funded through a benefit district created for this project. For park service, the District will need to ask LAFCO for the inherent power to proceed in this manner.

The LAFCO application includes Tract 1808 which has been added to this annexation request. The Board may approve, deny or condition the addition of Tract 1808.

For the Board's information, the developer may receive services from the following:

- Nipomo Community Services District for all services
- Homeowner's Association
- California Cities Water for water & Homeowner's Association for sewer and others

Once the CEQA and engineering reports are completed a public hearing will be scheduled to review this development and proposed annexation.

RECOMMENDATION

Staff recommends that the attached Res. No. 2001-Wood be approved to acquire the services of Douglas Wood & Assoc. to perform the CEQA review of this project.

The existing annexation agreement would have to be amended if Tract 1808 is added.

COMPOSITE MAP OF TRACTS 1802/1808/1856

LAFCO FILE NO. 1802/1808/1856

EXHIBIT



ANNEXATION NO. 20
(TRACTS 1802, 1808 & 1856)

PROJECT

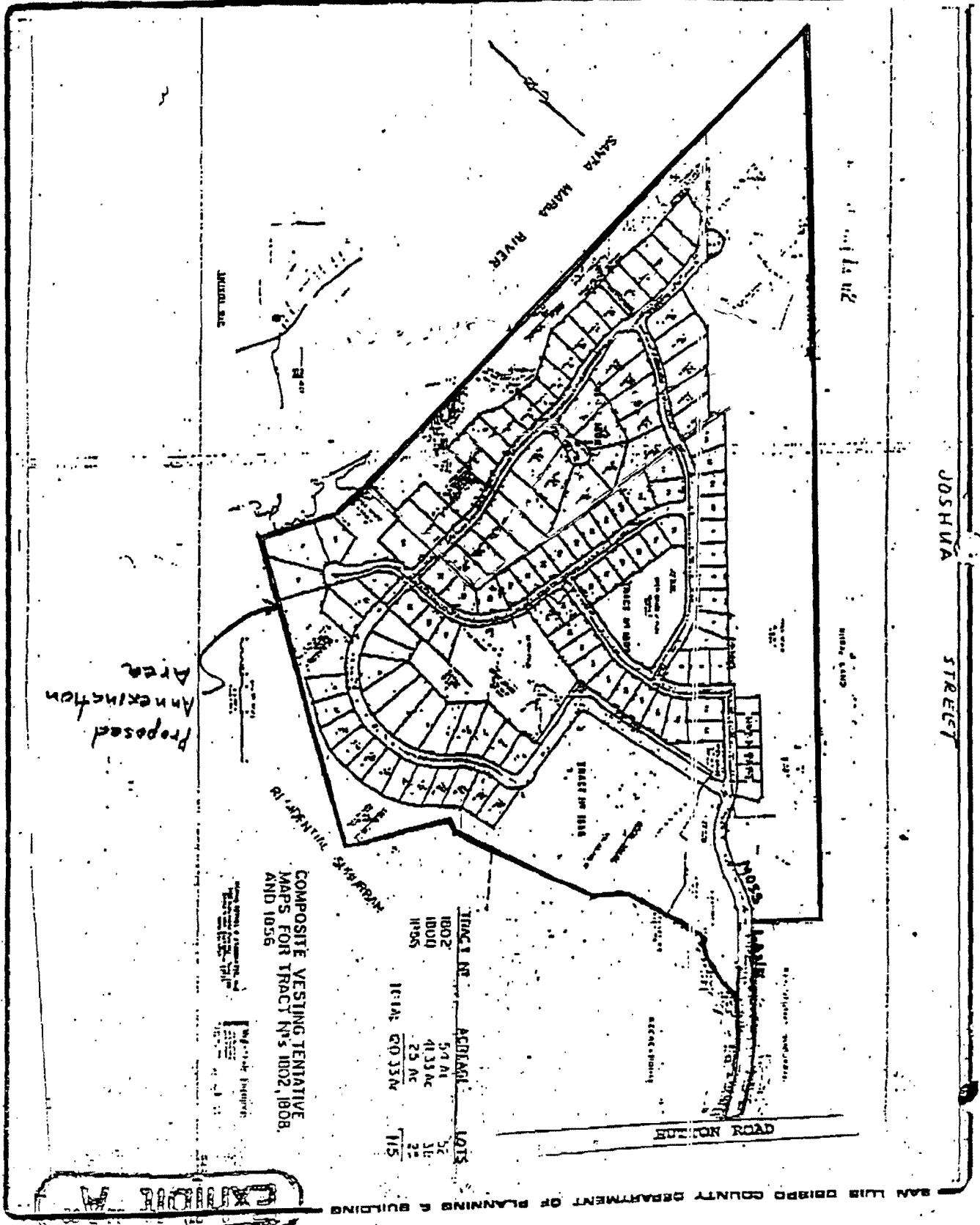


EXHIBIT A



ENGINEERING
DEVELOPMENT
ASSOCIATES

PROJECT DISCRIPTION
For
TRACTS 1802, 1808 & 1856 ANNEXATION

Tracts 1802, 1808 and 1856 are residential developments with 52, 38, and 25 lots respectively. They are located at the south end of Nipomo, west of the Santa Maria Speedway. Access to the sites is from Moss Lane, from Hutton Road, and Santa Maria Vista Road from the west.

At this time, tract 1808 is being reconsidered by the County Planning Department for a reduced density of 21 lots. The reason for this review is due to bluff top erosion last winter at the west end of tract 1808. However, for purposes of water calculations, the approved density of 38 lots is being used until the County Board of Supervisors acts of this matter.

The water network includes 8" mains with water services to each lot. Fire hydrants have been located at the direction of the California Department of Forestry. All construction for water improvements will adhere to NCSD standard details and specifications.

The water source will be delivered by NCSD via a water main extension from Southland Street, along Orchard Ave. to Joshua and then Santa Maria Vista. Two wells, identified as the Dana Wells and located off Camino Caballo, will be completed, i.e. pumps, power, etc. and contributed to the NCSD system to offset water use from the two tracts.

The total water consumption calculated for the three tracts is based on data from the 1995 Water-Sewer Master Plan, prepared by Boyle Engineering. The report provides a daily demand of 540 gal/lot-day, and when multiplied by 115 lots for the three tracts equals 62,100 gal/day, or 69.5 acre-feet/year.

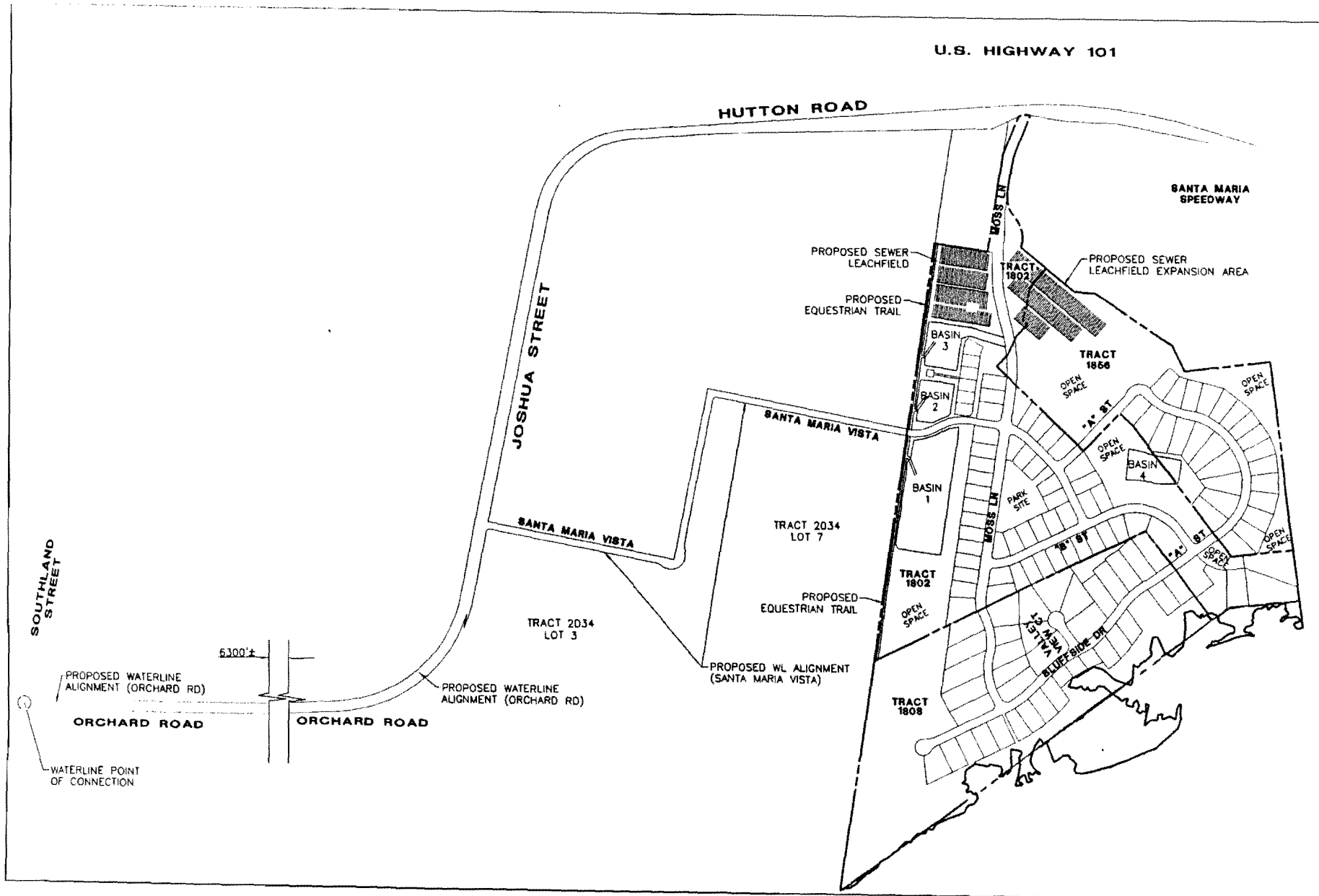
Sewage is conveyed through a pipe network predominately following the road system, and includes manholes, cleanouts and 4" laterals to each home. All construction will adhere to NCSD standard details and specifications.

The sewer main terminates at a deep manhole in Moss Lane near the existing six homes. Sewage is lifted via a pump into a battery of septic tanks and dosing tanks, and gravity feeds to leach fields.

The leach fields are comprised of standard trenches, three feet wide x five feet deep. Two hundred percent (200%) will be constructed with an additional 100% area set aside for expansion. Total sewage flow to the leach fields equals approximately 60% of the water consumption. Therefore, sewage flow to the leach fields is 37,000 gal/day.

The storm water system consists of drop inlets and pipes delivering runoff to on-site retention basins. The volume of storage has been designed to meet the County Engineering requirements for containing a 50-year event for 10 hours.

The three tracts also include a park site, open space and lighting. All of these improvements and amenities, i.e. sewer, water, storm water storage, open space, park site, and lighting, will be under the jurisdiction and maintained by NCSD.



U.S. HIGHWAY 101

HUTTON ROAD

SANTA MARIA SPEEDWAY

JOSHUA STREET

PROPOSED SEWER LEACHFIELD
PROPOSED EQUESTRIAN TRAIL

PROPOSED SEWER LEACHFIELD EXPANSION AREA

TRACT 1802

TRACT 1866

BASIN 3

BASIN 2

BASIN 4

SANTA MARIA VISTA

TRACT 2034 LOT 7

TRACT 1802

PROPOSED EQUESTRIAN TRAIL

TRACT 1808

PROPOSED WL ALIGNMENT (SANTA MARIA VISTA)

TRACT 2034 LOT 3

SOUTHLAND STREET

PROPOSED WATERLINE ALIGNMENT (ORCHARD RD)

6300 ±

ORCHARD ROAD

ORCHARD ROAD

WATERLINE POINT OF CONNECTION

PROPOSED WATERLINE ALIGNMENT (ORCHARD RD)

ANNEXATION EXHIBIT
TRACTS 1802, 1808, & 1856
NIPOMO, CALIFORNIA



SCALE: 1" = 500'

DATE	DESCRIPTION	APPROVED
08.22.01	EXHIBIT CREATED	
09.27.01	ADDED TRACT 1808	

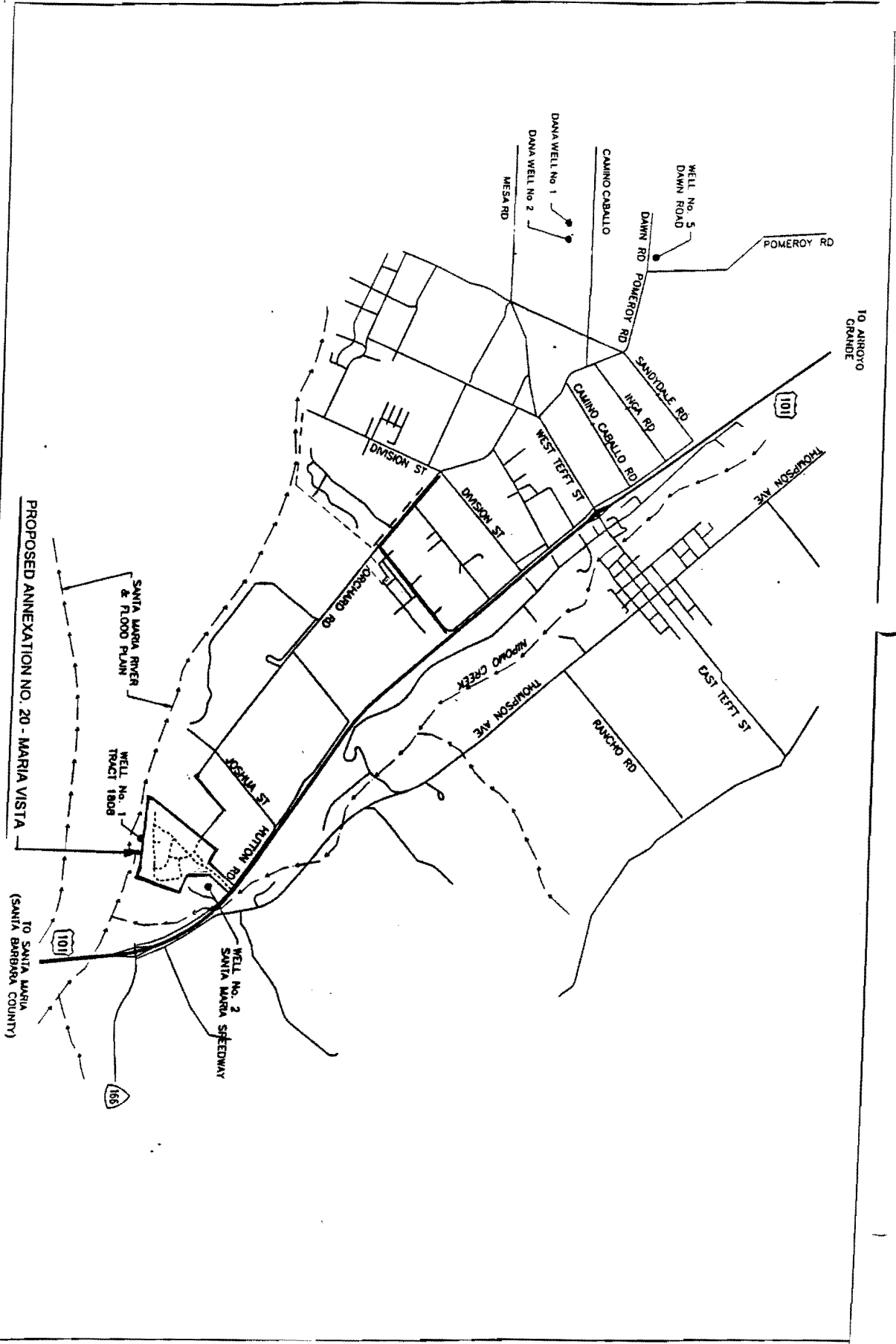
PREPARED BY:
EDA
ENGINEERING
DEVELOPMENT
ASSOCIATES
244 MAIN STREET
NIPOMO, CALIFORNIA 93448
TEL: 805.737.1800

22518000\EXHIBITS\NC50-GENERAL.DWG

EDDA ENGINEERING ASSOCIATES
 PREPARED BY



WELL LOCATION MAP
 TRACT 1802 & TRACT 1856 - NIPOMO, CALIFORNIA
 09/11/01



2231BR00/TKMB

RIVER BLUFFS LLC

433 South McCelland Street
Post Office Box 1454
Santa Maria, CA 93456
805-922-1951 805-922-8013 Fax

September 27, 2001

Dough Jones
Nipomo Community Service District
Via Fax # 929-1932

Re: Annexation of SLO County Tract 1808

Dear Mr. Jones,

Please include SLO County Tract 1808 for annexation to the Nipomo Community Service District as proposed by Trincon for SLO County Tracts 1802 and 1856.

I have been advised by the engineer for Tracts 1802 and 1856 that no fees or costs are involved with this request.

Thank you for your courtesy.



C. KENT STEPHENS
cks:ejv

 **TRINCON, INC.**
ACQUISITIONS & SERVICES

September 27, 2001

Doug Jones
Nipomo Community Services District
Via Fax – (805) 929-1932

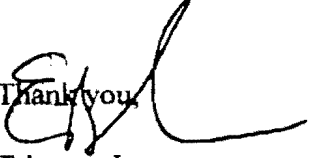
Re: Annexation of SLO County Tract 1808

Dear Mr. Doug Jones:

This letter is in response to River Bluffs L.L.C. request to include Tract 1808 in our request for annexation into the district.

Please include Tract 1808 into the annexation agreement proposed by Trincon.

Thank you,


Trincon, Inc.
By Erik Benham

124 West Main, Suite C
Santa Maria, California 93458
(805) 925-0031 / (805) 925-0422 Telecopier

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: NCSD Annexation Policies

Indicates changes to add Tract 1808
Page 1 & 3

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

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.

RECITALS

A. Applicant is the owner of certain real property (herein the Property) known as Tracts 1802, 1808 and 1856. The subject Property is approximately 124 acres in area, is non contiguous with District boundaries and is located outside the District's Sphere of Influence. 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. The annexation process is referred to herein as "The Project".

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

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

1. **Phases.**

The Project will be processed in phases as follows:

A. **Phase I.**

Phase I shall consist of the District's approval of (i) studies and/or proposals for the Project's compliance with the District's annexation policies including OPR guidelines, and (ii) studies and reports related CEQA compliance

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

B. Phase II.

Phase II will consist of processing the Project for LAFCO approval.

2. 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 \$10,000.00 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 \$2,000.00 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 incurred by the District over and above the amount requested by Applicant shall be paid by Applicant upon demand.

3. Obligation of Applicant

In addition to the obligations of Applicant referenced in this Agreement, the Applicant will have the following additional obligations:

- A. Phase I: Provide information, studies and proposals as requested by District for analysis, processing and/or approvals.
- B. Phase II: At its sole cost, process the Project through LAFCO.
- C. District Plan Check and Inspection Agreement

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

D. 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.

4. 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 by the District and the LAFCO will require many discretionary approvals. Therefore, there are no promises or guarantees that The Project will be successfully processed/approved by the District and/or LAFCO. 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

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

Exhibit D – General Standards for Evaluation of Proposals

Exhibit E – Sphere of Influence Policies and Criteria

Exhibit F – NCSD Annexation Policies

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.

5. Other Agency Approvals

If annexation or development of the Property requires future County or other agency approvals, any District approval of the annexation shall be conditioned upon the Owner's obtaining such County or other agency approvals prior to the annexation becoming effective.

6. 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.

7. 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

Further, Applicant may terminate this Agreement with fifteen (15) days written notice to District. Termination shall not relieve Applicant of its responsibility for payment of District costs as provided in Section 2 of this Agreement.

8. Waiver of Rights

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

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

9. 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.

10. 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:

NIPOMO COMMUNITY SERVICES DISTRICT

P.O. Box 326
Nipomo, CA 93444

TRINCON:

124 W. Main St. #C
Santa Maria, CA 93458

11. 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.

12. 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.

13. 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.

14. 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

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

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.

15. Recitals

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

16. 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.

APPLICANT:

By: _____

Print Name

Title

DISTRICT:

By: _____
Robert L. Blair, President

Attest:

Approved as to Form:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

NOTICE OF LAFCO REGULAR MEETING

**ANNEXATION NO. 20 TO THE NIPOMO COMMUNITY SERVICES DISTRICT
(MARIA VISTA, TRACTS 1802, 1808, AND 1856)**

NOTICE IS HEREBY GIVEN by the Local Agency Formation Commission (LAFCO) of the County of San Luis Obispo, State of California , as follows:

1. At 9:00 a.m. of October 18, 2001, in the Board of Supervisors Chambers, County Government Center, San Luis Obispo, California, as the date and place of a regular meeting by said Commission on an application by the property owner to annex territory to the Nipomo Community Services District (NCSD). The territory is outside of the district's sphere of influence and sphere of service. The sphere of influence and service will need to be amended prior to approval of the annexation.

The property proposed for annexation is located approximately 2 miles south of the NCSD's boundaries on the south side of Moss Lane, approximately 1/4 mile west of Hutton Road on the west side of Highway 101 north of the Santa Maria River. The annexation is comprised of approximately 124 acres and is zoned for residential suburban development. The annexation is comprised of three Tracts, 1802, 1808, and 1856. The purpose of the annexation is to receive district services, water and sewer system maintenance, to allow single family homes to be constructed on the site.

At the meeting, the Commission will also consider Negative Declarations prepared for the project, which will include the sphere of influence and service revision and the annexation, with LAFCO as the Lead Agency. Any subsequent projects resulting from the annexation will be subject to further environmental review. The Negative Declarations indicate that there will be no significant impact on the environment associated with the projects. The public review period for the Negative Declarations is 20-days ending at the LAFCO meeting on October 18, 2001. Comments should be submitted by this date.

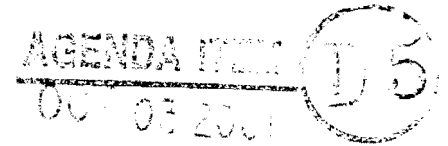
2. A description of the boundaries of the proposed annexation and proposed Negative Declarations and Initial Studies are on file in the LAFCO Office, 1042 Pacific Street, Suite A, San Luis Obispo, California, 93401, Tel. (805) 781-5795, and may be viewed by any member of the public.

DATED: 9/24/01

By: Paul L. Hood
PAUL L. HOOD
Executive Officer
Local Agency Formation Commission
San Luis Obispo County

- 55.00
copy
124

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: OCTOBER 3, 2001



PROPOSED ANNEXATION NO. 21 - KNOLLWOOD
TRACT 2325 - (MARTIN)

ITEM

Proposed to annex approx. 160 acres, 55-lot development on Willow Rd. across from Black Lake Golf Course, Tract 2325

BACKGROUND

Mr. Martin has previously approached the Board for consideration to annex his Tract 2325, a 55-lot development on Willow Rd. across from Black Lake Golf Course on approx. 160 acres. Most of the lots are one acre in size with the remaining property left in open space. Mr. Martin is proposing to construct a water distribution system through the project and connecting on Willow Rd. and looping to Camino Caballo via Sundale Road. The water supply for the project would be a new well drilled on the site to supply the necessary water supply for the development. Wastewater would be handled with on-site septic on each lot.

Mr. Martin has started the grading process and has requested the District review of his improvements. Prior to proceeding with Mr. Martin's request, the District should have an annexation agreement with the developer outlining general procedures. LAFCO is presently processing the Knollwood Development as Annexation No. 21.

RECOMMENDATION

Staff recommends that the District and the developer enter into an annexation agreement. The District requirements would be outlined in the agreement prior to approving project improvements.

Board 2001\Annex Tr 2325 Martin.DOC



Martin ♦ Farrell
Homes, Inc.

330 E. Canon Perdido St., Suite F
Santa Barbara, CA 93101

Telephone (805) 962-8299
Facsimile (805) 962-2919

September 11, 2001

Mr. Doug Jones
Nipomo Community Services District
148 South Wilson Street
Nipomo, CA 93444

RE: Tract 2325 Annexation

Dear Doug,

Thank you for your letter of September 4, 2001 responding to my previous letter. Please consider this letter a request to proceed with annexation of the subject property.

Following our phone conversation, I have the following minor clarifications to your September 4th letter:

Item 3. I understand the District will need to approve the location of our connection at Willow Road. The purpose of my earlier comment was to memorialize that you did not see a need to run the Willow connection within the extension of Black Lake Canyon Road, as that would be a circuitous route and would making looping difficult for those lots at the northwest corner of the property. We expect that the Willow connection will be made at a location where a portion of the water main as it leaves Willow to get to our lots will necessitate the water main being located within unimproved open space.

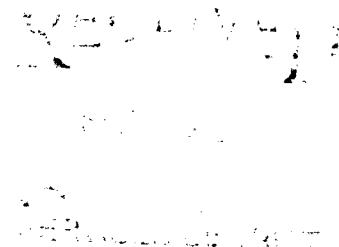
Item 5. Our engineer will provide for your approval an estimate of the gallons per minute needed to serve this tract as the basis for the District's participation in water well and the sizing of loop to the Sundale/Camino Caballo water line.

We also confirmed that our cost of the off-site Camino Caballo loop would be the subject of a reimbursement agreement so that if any other properties annex to the District and connect to that line, we will be reimbursed a pro-rata share of our cost.

I look forward to finalizing the annexation agreement with your Board. We are filing the application with LAFCO this week, and will forward to you a copy of that submittal and the annexation map.

Sincerely,


JON MARTIN



1707.29'M

WESTWIND WAY

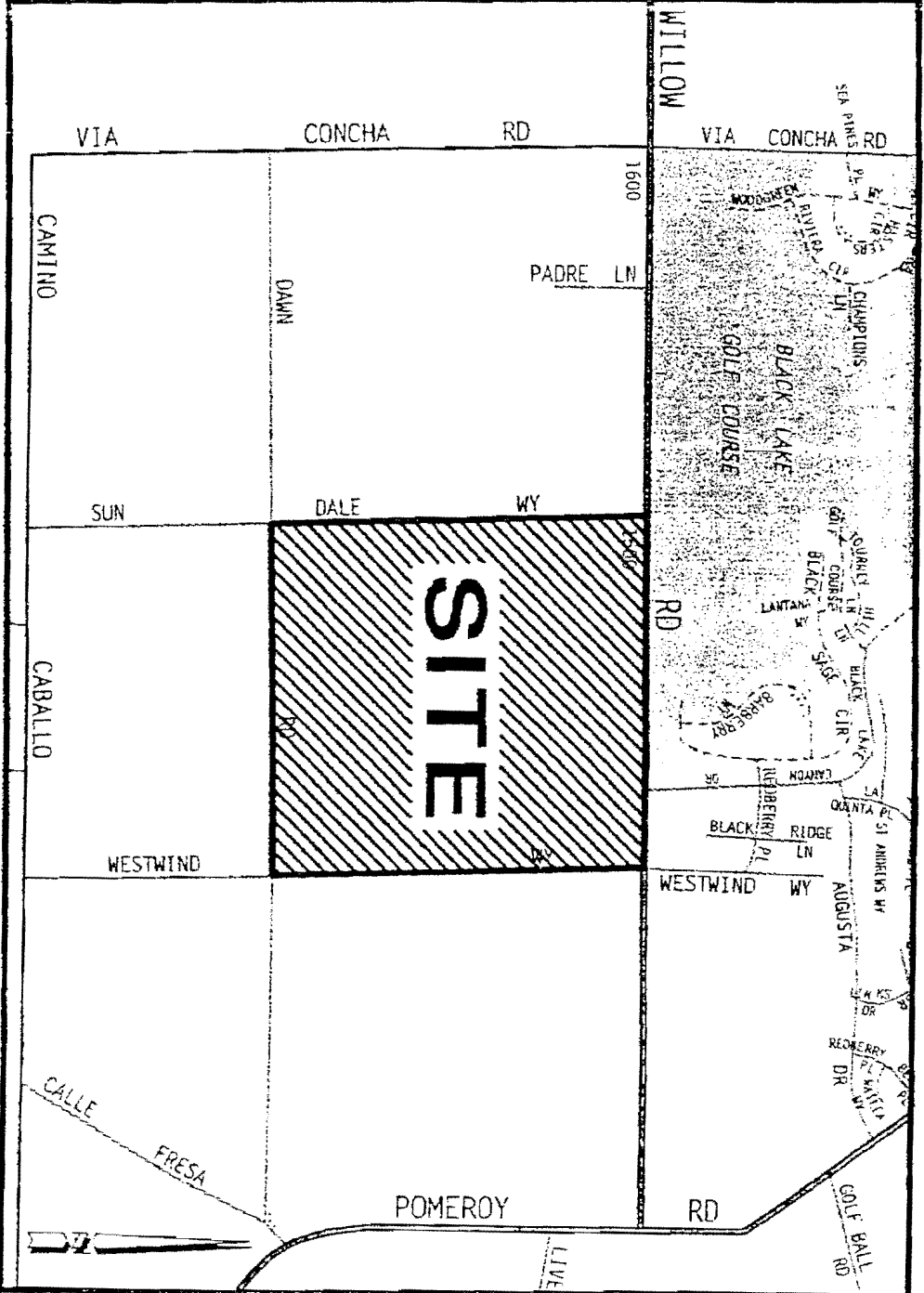
N00°00'23"E

2637.30'

3

LOT 6
TRACT
2108

LOT 7
TRACT
2108



LEGEND

EXISTING NCSID BOUNDARY LINE

MCINITY MAP
NO SCALE

**LEGAL DESCRIPTION
ANNEXATION NO. 21 TO
NIPOMO COMMUNITY SERVICES DISTRICT**

Being Lots 54, 55, 66, and 67 along with the adjacent easterly, southerly, and westerly roads of Pomeroy's Resubdivision of the Los Berros Tract in the County of San Luis Obispo as shown on the map filed in Book A of Maps at Page 109 in the Office of the County Recorder of the County of San Luis Obispo, State of California more particularly described as follows:

Beginning at the intersection of the southerly right-of-way of Willow Road (72.00 feet wide) with the westerly right-of-way of Sun Dale Way (60.00 feet wide) being a point on the existing Nipomo Community Services District Annexation Number 7 boundary and thence leaving said boundary and running along said westerly right-of-way of Sun Dale Way;

1. South 0°01'39" West, 2639.87 feet to the intersection of said westerly right-of-way of Sun Dale Way with the southerly right-of-way of Dawn Road (60.00 feet wide); thence along said southerly right-of-way of Dawn Road
2. South 90°00'00" East, 2699.89 feet to the intersection of said southerly right-of-way of Dawn Road with the easterly right-of-way of Westwind Way (60.00 feet wide); thence along said easterly right-of-way of Westwind Way
3. North 0°00'23" East, 2637.30 feet to the southerly right-of-way of Willow Road and the existing Nipomo Community Services District Annexation Number 7 boundary; thence along said boundary
4. North 89°56'41" West, 2698.91 feet to the **Point of Beginning**.

The above-described property contains 163.5 acres more or less

9/6/2001

N:\2000\1800064 Tract 2325 - Knoll Wood at Blacklake\Engineering\Product\Survey\Annexation Legal Description.doc

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

APN# 91-240-01, 91-232-02-42

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: NCSD Annexation Policies
Exhibit G: District Reimbursable Rates

**ANNEXATION AND COST RECOVERY AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
GLEN HANDEL, ET AL.**

THIS AGREEMENT, made this ____ day of _____, 2001 by and between the Nipomo Community Services District, (herein referred to as District), and GLEN HANDEL, ET AL., a California Corporation, (hereinafter referred to as ("Applicant")), with reference to the following recitals.

RECITALS

A. Applicant is the owner of certain real property known as Tracts 2325 (the Property). The subject Property is approximately 160 acres fronting Willow Road by Westwind Way on the east side, Sundale Way on the west side and Don Road on the southerly side. The Property is contiguous with District boundaries and is located outside the District's Sphere of Influence. 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. The annexation process is referred to herein as "The Project".

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

D. The purpose of this Agreement is to identify the obligations of the parties in reviewing/processing the project and identifying many of the conditions for providing District services to the Property.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

**ANNEXATION AND COST RECOVERY AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
GLEN HANDEL, ET AL.**

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 Processing

At the time of execution of this Agreement, Applicant shall deposit with the District the sum of \$5,000.00 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 \$2,000.00 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 or termination as provided herein, any funds so deposited by Applicant in excess of the District's costs shall be refunded to the Applicant. Conversely, any costs incurred by the District over and above the amount requested by Applicant shall be paid by Applicant upon demand.

2. Requirements of Applicant

In addition to the requirements of Applicant referenced in this Agreement, the Applicant shall have the following obligations:

A. Provide District, for District's approval, a Title report confirming that Applicant is the owner of the Property.

B. Submit for District approval, pursuant to the District's Annexation Policies, a comprehensive use or development plan for the Property in sufficient detail to provide a complete picture of full impact of the annexation in the foreseeable future on the District's long term water resources, water distribution facilities, sewage service, financial programs and other services required.

C. Provide the District with information, studies and proposals as requested by District for analysis, processing and/or approvals.

D. At its sole cost, process the Project through LAFCO.

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

F. 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

**ANNEXATION AND COST RECOVERY AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
GLEN HANDEL, ET AL.**

to the District.

G. Prior to the annexation becoming effective Applicant agrees to pay to District the District's annexation fee. In addition, Applicant agrees to pay all District connection and capacity fees and charges for water and sewer service associated with the development of Property.

4. 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 by the District and the LAFCO will require many discretionary approvals. Therefore, there are no promises or guarantees that The Project will be successfully processed/approved by the District and/or LAFCO. 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

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.

5. Other Agency Approvals

If annexation or development of the Property requires future County or other agency approvals, any District approval of the annexation shall be conditioned upon the Owner's obtaining such County or other agency approvals prior to the annexation becoming effective.

6. 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,

**ANNEXATION AND COST RECOVERY AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
GLEN HANDEL, ET AL.**

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.

7. 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

Further, Applicant may terminate this Agreement with fifteen (15) days written notice to District. Termination shall not relieve Applicant of its responsibility for payment of District costs as provided in Section 2 of this Agreement.

8. Waiver of Rights

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

9. 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.

10. 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:

ANNEXATION AND COST RECOVERY AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
GLEN HANDEL, ET AL.

NIPOMO COMMUNITY SERVICES DISTRICT

Attn: General Manager
Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

Glen Handel, et al.:

c/o Jon Martin
330 East Canon Perdido St. #F
Santa Barbara, CA 93101
(805) 962-8299

11. 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.

12. 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.

13. 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.

14. 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.

15. Recitals

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

**ANNEXATION AND COST RECOVERY AGREEMENT
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT
AND
GLEN HANDEL, ET AL.**

16. Authority to Execute Agreement

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.

APPLICANT: Glen Handel, et al.

DISTRICT:

By: _____
(Signatures must be notarized)

By: _____
Robert L. Blair, President

Print Name

Title

By: _____
(Signatures must be notarized)

Print Name


Title

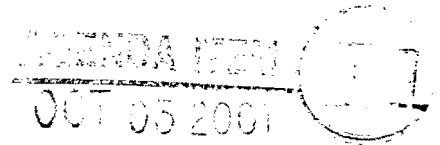
Attest:

Approved as to Form

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: OCTOBER 3, 2001



REQUEST FOR SERVICE - 01-0162 (BODGER)

ITEM

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

BACKGROUND

The District received a request from Cynthia Bodger for water service to a 4-lot development fronting Sandydale and extending to Inga Rd. Your Honorable Board may issue 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 mylar 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 the District issue an Intent-to-Serve letter for Parcel Map CO 01-0162 with the above mentioned conditions.

Sax 929-1932
page 1 of 2

Cynthia Bodger

400 Countrywood Dr.
Lompoc, CA 93436
805-736-2724

Sept. 25, 2001

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

re: APN 091-326-015
CD 01-0162
Bodger

Dear Mr. Jones,

We are owners of approx. 5 acres at 745 Sandydale Drive. This property currently has water service to the house.

We would like to split the lot into 4 parcels as shown on the enclosed map.

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.

We would very much appreciate being given a slot on the board's next meeting, if possible.

Thank you for your attention. I can be reached at the number above.

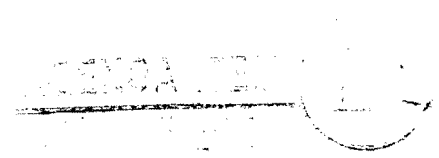
Sincerely,



Cynthia Bodger

HARD COPY TO FOLLOW

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: OCTOBER 3, 2001



REVIEW BOARD OF DIRECTORS BOARD MEETING TIME

ITEM

Consider starting Board meeting earlier than 10:30 a.m.

BACKGROUND

The Board of Directors of the Nipomo Community Services District meets at 10:30 a.m. on the first and third Wednesday of each month. Because of the present agenda items, the Board meetings sometime exceed an hour and a half and encroaches into the lunch period. It has been suggested that the Board meet earlier in the day to prevent conflict with the lunch period.

RECOMMENDATION

Staff recommends that your Honorable Board consider moving the meeting time to 10:00 or 9:30 a.m. giving the Board ample time to consider agenda items.

Board 2001\Board time.DOC

AGENDA ITEM
OCT 03 2001



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: OCTOBER 3, 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 September 19, 2001 Special Board meeting
- F-3) ACCEPTANCE OF IMPROVEMENTS
CO-90-208 (Pruit [RECOMMEND APPROVAL])



WARRANTS OCTOBER 3, 2001 OCT 03 2001

HAND WRITTEN CHECKS

18470	09/26/01	M. WINN	50.00
18471	09/26/01	R. MOBRAATEN	50.00

VOID 6211

COMPUTER GENERATED CHECKS

6263	10/03/01	PAC01	PACIFIC BELL	31.42 68.30 47.83

Check Total.....:				147.55
6264	10/03/01	PER02	PERS HEALTH BENEFITS	3540.28
6265	10/03/01	PGE01	P G & E	56166.13
6266	10/03/01	PRE01	PRECISION JANITORIAL	275.00
6267	10/03/01	QUI02	QUINN ENGINE SYSTEMS	43.34
6268	10/03/01	RIC01	RICHARDS, WATSON, GERSHON	17411.31
6269	10/03/01	SLO02	DIV OF ENVIRON HEALTH	494.00 1006.58

Check Total.....:				1500.58
6270	10/03/01	SLO06	SAN LUIS OBISPO TAX COLL	18.00 18.00 18.00 18.00

Check Total.....:				72.00
6271	10/03/01	STA02	STATE WORKERS' COMP FUND	2749.52
6272	10/03/01	THE01	THE GAS COMPANY	13.34
6273	10/03/01	TRIO2	TRI-COUNTIES TRAINING	30.00
6274	10/03/01	TRO01	TROTTER, CLIFFORD	100.00
6275	10/03/01	VIK01	VIKING OFFICE PRODUCTS	19.77 95.82

Check Total.....:				115.59
6276	10/03/01	WIN01	MICHAEL WINN	100.00
6277	10/03/01	WIRO2	WIRSING, JUDY	100.00

6239	09/17/01	EMP01	EMPLOYMENT DEVELOP DEPT	427.95
6240	09/17/01	MID01	MID STATE BANK	1855.69 423.60

Check Total.....:				2279.29
6241	09/17/01	MID02	MIDSTATE BANK - DIRECT DP	12548.57
6242	09/17/01	SIM01	DEBRA SIMMONS	150.00
6243	09/17/01	STA01	STATE STREET GLOBAL	935.00
6244	10/03/01	ADV01	ADVANTAGE ANSWERING PLUS	105.95
6245	10/03/01	AME01	AMERICAN GROUND WATER TR	250.00
6246	10/03/01	AVCO1	AVCO FIRE EXTINGUISHER C.	31.04 120.33

Check Total.....:				151.37
6247	10/03/01	AWW02	AMERICAN WATER WORKS ASSO	54.75
6248	10/03/01	BCP00	B C PUMP SALES & SERVICE	1837.79
6249	10/03/01	BCS01	BASIC CHEMICAL SOLUTIONS	1114.59 372.90

Check Total.....:				1487.49
6250	10/03/01	BLA01	ROBERT L BLAIR	100.00
6251	10/03/01	CHA02	CHARTER COMMUNICATIONS	46.35
6252	10/03/01	CLA01	CLANIN & ASSOCIATES, INC	1226.19
6253	10/03/01	COR01	CORBIN WILLITS SYSTEMS	520.00
6254	10/03/01	CRE01	CREEK ENVIRONMENTAL LABS	30.00 30.00 30.00 30.00

Check Total.....:				150.00
6255	10/03/01	DAN01	DANONE WATERS	26.30
6256	10/03/01	FGL01	FGL ENVIRONMENTAL	44.80 44.80 175.00 44.80 44.80

Check Total.....:				354.20
6257	10/03/01	GAR01	GARING TAYLOR & ASSOC	661.50 49.00 5265.25 49.00

Check Total.....:				6024.75
6258	10/03/01	GRA01	GRAND FORMS	1004.75 3339.24

Check Total.....:				4343.99
6259	10/03/01	GRO01	GROENIGER & CO	116.83
6260	10/03/01	GWA01	GWA INC	25.00
6261	10/03/01	IKO01	IKON OFFICE SOLUTIONS	47.17
6262	10/03/01	MOB01	RICHARD MOBRAATEN	100.00

NIPOMO COMMUNITY SERVICES DISTRICT
MINUTES

September 19, 2001

AGENDA ITEM

OCT 03 2001



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

BOARD MEMBERS

ROBERT BLAIR, PRESIDENT
RICHARD MOBRAATEN, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
JUDITH WIRSING, DIRECTOR
CLIFFORD TROTTER, 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

In the absence of President Blair, Vice President Mobraaten called the meeting to order at 10:30 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, the following Board members were present: Directors Mobraaten, Winn, Wirsing and Trotter.

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.

Vice President Mobraaten asked for public comments.

The following members of the public spoke:

Vince McCarthy, 191 E. Dana, Nipomo - Asked Director Trotter if he prepared his comments to McKenzie concerning the draft EIR supplemental report on the Woodland Specific Plan. Mr. Trotter answered that he decided that the Board's comments were sufficient for now.

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

D-1) PUBLIC HEARING - ASHLAND SEWER REIMBURSEMENT (NEWDOLL)

Review cost spread for developer-installed sewer line in Ashland Lane

The meeting was opened to a Public Hearing to review the cost spread of developer-installed sewer lines in Ashland Lane. No protests were received. There was no public comment. Upon motion of Director Wirsing and seconded by Director Winn, the Board unanimously approved Resolution 2001-786 approving the reimbursement amount for the Ashland lane sewer line improvements. Vote 4-0

RESOLUTION NO. 2001-786
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING THE REIMBURSEMENT AMOUNTS
FOR ASHLAND LANE SEWER LINE IMPROVEMENTS (NEWDOLL)

D-2) REQUEST FOR ANNEXATION - TRACT 2336 (CRAIG)

Consideration to annex a 41-lot dev. on approx. 40 ac. on Division St. across from Galaxy Park

The Board reviewed a request from J. M. McGillis (Ken Craig, owner) to annex a 40-acre parcel on Division Street across from Galaxy Park designed for a 41-lot development, Tract 2336. The parcel is within the Cal Cities Water service area. Upon motion of Director Winn and seconded by Director Trotter, the Board agreed to direct staff to write a letter to the developer recommending that the applicant resolve the matter of water service jurisdiction before the District proceeds with the annexation request. There was no public comment. Vote 4-0 with Director Wirsing abstaining.

MINUTES -- SEPTEMBER 19, 2001
Page 2 of 4

D-3) REQUEST FOR SERVICE - 427 Amado St. (NUNEZ)

Request for water & sewer service to one residence outside of the District boundary

A request was received from the Nunez family for water and sewer service to 427 Amado Street, outside District boundary. There was no public comment.

Upon motion of Director Winn and seconded by Director Mobraaten, the Board unanimously agreed to send a letter to the Nunez requesting documentation of hardship. Vote 4-0

D-4) REQUEST FOR SERVICE - CO 01-0351 (CORELLA)

Request for an Intent-to-Serve letter for a 3 lot development between Tefft & Hill St.

The Board reviewed a request from EDA, representing Corella, for a 3-lot development between Tefft and Hill Streets.

The following members of the public spoke:

Vince McCarthy, 191 E. Dana, Nipomo - commented about Title 22 of the California Code.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously approved the Intent-to-Serve letter for Parcel Map CO 01-0351 with the conditions as outlined in the Board letter. Vote 4-0

E. OTHER BUSINESS

E-1) VIDEO PROPOSAL TO TELEVISION BOARD MEETING

Review AGP video proposal to televise Board meeting

The Board reviewed a proposal from AGP Video to televise regular District Board meetings. Steve Mathieu and Nancy Castle from AGP explained how the program works. There was no public comment.

Upon motion of Director Trotter and seconded by Director Winn, the Board unanimously agreed to study the funding to televise District Board meetings. Vice President Mobraaten appointed Director Trotter and Director Wirsing to be on a sub-committee to study televising Board meetings and funding for it.

E-2) REQUEST FOR LANDSCAPING SERVICE (EDWARDS)

Request NCSD to perform landscaping service within streets rights-of-way

A request was received from Ron Edwards to provide landscaping services for his development on Tefft St. across from the Dana Elem. School.

The following members of the public spoke:

Ron Edwards, developer of Tract 2409 - would like the Board to consider assuming the power of landscaping for his project.

The following members of the public spoke:

Vince McCarthy, 194 E. Dana, Nipomo - spoke in favor of the District taking on landscaping.

John Eppard, 1505 Champions Lane, Nipomo - Would like the Board to consider the water use.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously agreed to direct staff to prepare the necessary resolution and to contact our representatives to process legislation giving the NCSD the additional powers to provide landscaping services and to report the costs for the process. Vote 4-0

MINUTES -- SEPTEMBER 19, 2001
Page 3 of 4

- E-3) NIPOMO AREA ACTIVITIES
Review District participation in the following:
- CREEK DAY (OCTOBER 6)
 - MESA CLEAN UP (OCTOBER 20)

Creek Day - October 6, 2001

Larry Vierheilg, 950 Waypoint Drive, Nipomo - presented the Board with a list of requests of things to borrow for the October 6th Creek Day. Upon motion of Director Trotter and seconded by Director Winn, the Board authorized the general manager to see what items the District could be loaned.

Mesa Clean Up - October 20, 2001

Ken Kinninger, 660 Camino Roble, Nipomo - presented the Mesa Clean Up planned for October 20th.

There was no public comment.

Upon motion of Director Winn and seconded by Director Wirsing, the Board unanimously agreed to authorize the expenditure of up to \$4,000 for Solid Waste to defray the costs. The District will pay the bills directly to vendor or service. Vote 4-0

- E-4) WATER RESOURCES vs. GROWTH (Telegram Tribune article)
Review and comments on newspaper article

The Board reviewed the article in the Telegram-Tribune. The Board discussed land use vs. Will-Serve letters.

Director Trotter will have Dick Moss from Friant Water Authority contact the District to provide information concerning this subject.

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]
Minutes of September 5, 2001 Regular Board meeting
F-3) ACCEPTANCE OF IMPROVEMENTS-CO 97-0231 (BONITA HOMES) [RECOMMEND APPROVAL]
Accepting water and sewer improvements for a 4-lot development on Melanie Lane

RESOLUTION NO. 2001-787
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS
FOR PARCEL MAP CO 97-0231 (BONITA HOMES)

- F-4) ACCEPTANCE OF IMPROVEMENTS-TRACT 2278 (BONITA HOMES) [RECOMMEND APPROVAL]
Accepting water and sewer improvements for a 6-lot development on Melanie Lane

RESOLUTION NO. 2001-788
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS
FOR TRACT 2278 (BONITA HOMES)

Upon motion of Director Winn and seconded by Director Trotter, the Board unanimously approved the items on the Consent Agenda. There was no public comment. Vote 4-0

MINUTES -- SEPTEMBER 19, 2001
Page 4 of 4

G. MANAGER'S REPORT

General Manager, Doug Jones presented information on the following.

G-1) Request review of billing procedures - bill owner or tenant

The Board reviewed a couple of situations where two rental units are on one meter and one renter is required to pay the water bill. The Water Committee (Directors Winn and Mobraaten) will meet to discuss situations such as these.

H. DIRECTORS COMMENTS

Director Winn would like to see coordination between PG&E, the Olde Towne and NCSD for construction on Tefft Street.

Legal Counsel, Jon Seitz, announced the need to go into Closed Session.

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC\$54956.9

- a. SMVWCD vs NCSD Santa Clara County Case No. CV 770214 and all consolidated cases.
- b. NCSD vs State Dept of Health Services CV 990716
- c. Istar Holliday, Jesse Hill vs. NCSD CV 010563
- d. Liability claim, Hubler vs. NCSD
- e. Property Negotiation - Barlogio/NCSD, Camino Caballo & Via Caballo, Terms & Conditions of purchase

The Board came back into Open Session with the following reports:

- a. The Board was given an update on SMVWCD vs. NCSD.
- b. The Board was given an update on NCSD vs. SDHS.
- c. Not discussed
- d. The Board rejected the Hubler claim on a 4-0 vote.
- e. Director Winn excused himself because of a conflict of interest.
On a 3-0 vote, the Board directed the General Manager to negotiate the terms and conditions of the purchase.

ADJOURN

Vice President Mobraaten adjourned the meeting at 2:55 p.m.

The next regular Board meeting will be held on October 3, 2001.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: OCTOBER 3, 2001

AGENDA ITEM
OCT 03 2001



ACCEPTANCE OF WATER IMPROVEMENTS
PARCEL MAP CO 90-208
PRUIT

ITEM

Acceptance of water improvements for a 4-lot development, known as Parcel Map CO 90-208 (Pruit).

BACKGROUND

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (Pruit) for a 4-lot development, known as Parcel Map CO 90-208 on Lindon Lane, has installed water 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-Pruit, accepting the water improvements for this project.

Board 2001\Accept CO 90-208.DOC

RESOLUTION NO. 2001-PRUIT

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER IMPROVEMENTS
FOR PARCEL MAP CO 90-208 ON LINDON LANE (PRUIT)**

WHEREAS, the District approved and signed the construction plans on December 1, 1999 for the water improvements to be constructed ; and

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

WHEREAS, on September 10, 2001, the Owner offered the water 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 fees for service, required in conformance with District ordinances, have been paid in full for Parcel Map CO 90-208 - Lindon Lane (Pruit).

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

That the water improvements to serve the lots created by Parcel Map CO 90-208 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 3RD day of October 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 *DJ*
DATE: OCTOBER 3, 2001

AGENDA ITEM
OCT 03 2001



MANAGER'S REPORT

G-1) ROAD IMPROVEMENT FEES

Enclosed is a flyer about the SLO South County Road Improvement Fees

G-2) SPECIAL DISTRICT RISK MANAGEMENT RISK AUTHORITY

The District received notice of a vacancy on the Board of the SDRMA. If any Board member is interested in applying, please notify staff.

Board 2001\mgr 100301.DOC



SAN LUIS OBISPO COUNTY DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229

email address: engr@co.slo.ca.us

September 19, 2001

Nipomo Community Services District
PO Box 326
Nipomo CA 93444

Subject: South County Road Improvement Fees

NCSD:

On August 28, 2001, the Board of Supervisors approved a resolution modifying the Road Improvement Fees for a portion of the South County planning area and a portion of the San Luis Bay planning area. The modified fees become effective October 28, 2001, and will be charged with the issuance of building permits on or after the above date. The fees are:

Land Use	Area 1	Area 2
Residential	\$3,979	\$3,441
Retail	606	729
Other	932	1,121

All fees are per P.M. Peak Hour Trip.

Notes:

ph: P.M. Peak hour trips, ad determined by the Board of Supervisors' policy.

The "Residential" category includes single-family and multi-family dwellings, hotels, motels, and camping facilities.

The "Retail" category includes retail merchandise, restaurants, service stations, post offices, and financial institutions.

All other types of land use will be charges at the rate listed above as "Other."

The fee amounts are based on the 2001 Update Report of the South County Circulation Study. The new amounts reflect a revision in the capital improvements program to serve build out traffic volumes as determined from the Land Use Element of the South County General Plan. In addition, the project costs were updated to reflect changes in the cost of construction. The fees apply to all new development within the South County Study Area, as shown on the map on the enclosed flyer. Please post the flyer in a public area.

The method of computing fees is the same as in the areas of South Bay, Avila, North Coast, and Templeton. The San Luis Obispo County Department of Public Works will compute the fee amount for all development.

Please call me at 781-4463 if you have any questions.

Sincerely,

Dave Flynn
DAVE FLYNN
Traffic Engineer

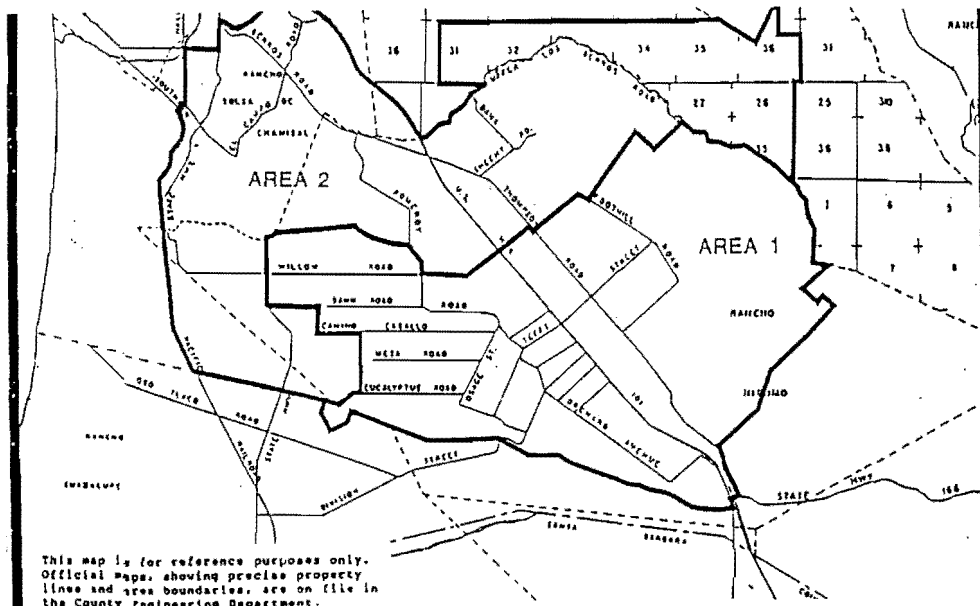
Enclosure

NOTICE

SOUTH COUNTY AREA PROJECTS

New Road Improvement Fees *take effect* October 28, 2001

The San Luis Obispo County Board of Supervisors has adopted NEW Road Improvement Fees for all new development in the area shown on the map below. The new fees are increasing and will apply to any permits issued on or after October 28, 2001. The fee schedule is shown below. The fee does not apply to additions or remodeling.



Land Use Type	Area 1	Area 2
Residential	\$3,979/pht	\$3,441/ pht
Retail	\$606 /pht	\$729/pht
Other	\$932 /pht	\$1,121/pht

For more information, contact the County Public works Department at
(805) 781-5252 or toll-free at (800) 834-4561.

pht: P.M. Peak Hour Trip, as determined by Board of Supervisors' policy.

SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY

September 12, 2001

Lisa Bognuda
Nipomo CSD
P.O. Box 326
Nipomo, CA 93444-0326

**SPECIAL DISTRICT
RISK MANAGEMENT
AUTHORITY**
1481 River Park Dr. Ste 110
Sacramento, CA 95815
Tel: 916.641.2773
Fax: 916.641.2776

NOTICE OF DIRECTOR VACANCY

Dear Lisa Bognuda:

On behalf of the SDRMA Board of Directors, I'm writing to notify our members of a vacant Director's seat on SDRMA's Board of Directors. The vacancy will be **filled by appointment** based on an application and interview process. The term of the seat is 4-years, beginning January 1, 2002 through December 31, 2005. The appointment will be made in accordance with following procedures:

Eligibility - Interested applicants must be either a Board member or management employee of a district/agency participating in SDRMA's Risk Management Program. Only one representative from any member agency may serve on the Board of Directors at one time. Member Districts/Agencies currently serving on the Board are:

Bear Valley Community Services District
Heritage Ranch Community Services District
North County Cemetery District
Sanger-Del Rey Cemetery District
Stallion Springs Community Services District

These districts/agencies are not eligible to nominate another representative for the vacancy.

Application Process -

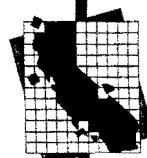
- a) A resolution must be approved by the applicant's Board of Directors nominating the applicant; and
- b) A completed and signed candidate's Statement of Qualifications (sample form attached) that includes a statement from the applicant indicating his/her willingness to commit the time and effort necessary to serve.

Toll-Free Numbers
General: 1.877.924.CSDA
SDRMA/SDWCA Claims &
Coverages: 1.800.537.7790

RECEIVED

SEP 19 2001

NIPOMO COMMUNITY
SERVICES DISTRICT



- c) **Completed application packets (resolution and Statement of Qualifications) must be received in SDRMA's office no later than 5:00 P.M. November 19, 2001.**

- Interview Process -***
- a) Qualified applicants who have submitted an approved resolution from their Board along with a Statement of Qualifications will be advised in writing acknowledging the receipt of their application and confirming the date, time and location of their interview.
 - b) Interviews will be conducted by SDRMA's Board of Directors on Wednesday, December 5, 2001 in Sacramento at SDRMA's office.
 - c) SDRMA shall reimburse the reasonable expenses, in accordance with SDRMA policy, (for travel, meals and, if necessary, lodging) of the appointed applicant for his/her attendance at the interview. **The expenses of all other applicants/interviewees shall be borne by the applicant or their district/agency.**

Selection - The Board will vote to confirm its appointment selection at its Board Meeting on Thursday, December 6, 2001. Applicants will be advised in writing of the Board's selection.

SDRMA is governed by its members for the benefit of its members. This is an important opportunity for our members to participate in their Risk Management Program. Please contact our Chief Executive Officer, Jim Towns, at 800-537-7790 if you have any questions regarding the Board vacancy or the appointment process.

Sincerely,



David Aranda, President
Board of Directors

cc: SDRMA Board of Directors