

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

JUNE 11, 2003

REGULAR MEETING 9:00 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

MICHAEL WINN, **PRESIDENT**
JUDITH WIRSING, **VICE PRESIDENT**
ROBERT BLAIR, **DIRECTOR**
CLIFFORD TROTTER, **DIRECTOR**
LARRY VIERHEILIG, **DIRECTOR**

STAFF

DOUG JONES, **GENERAL MANAGER**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**

NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson. Consistent with the Americans with Disabilities Act, NCSD Board agendas and other writings will be made available to disabled persons in an appropriate alternate format. (If assistance is needed, please contact the District office at least one day before the meeting.)

A. CALL TO ORDER AND FLAG SALUTE NEXT RESOLUTION 2003-862

B. ROLL CALL NEXT ORDINANCE 2003-98

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) ENVIRONMENTAL REVIEW CONSULTING SERVICES FOR MARIA VISTA DEVELOPMENT SEWER Agreement with Douglas Wood & Associates to perform consultant services

D-2) OLDE TOWNE WATER AND SEWER SERVICES FUNDING AGREEMENT Review/approve on agreement between NCSD & SLO Co for funding service connections

D-3) REVIEW BIDS TO CONSTRUCT WATERLINE, RELOCATE WATERLINE AND INSTALL WATER AND SEWER SERVICES ALONG TEFFT STREET Review bids and award to construct a 16" waterline, relocate a 10" waterline and install water and sewer improvements on Tefft Street

D-4) LAFCO REQUEST TO FUND SPHERE OF INFLUENCE CEQA STUDY LAFCO is requesting NCSD to pay the CEQA costs in preparing the District's Sphere of Influence

D-5) PUBLIC HEARING – APPROVE DISTRICT BUDGET 2003-2004 FISCAL YEAR Resolution adopting the District 's Budget for FY 2003/2004 Fiscal Year Resolution adopting the appropriation limitation

D-6) BLACKLAKE STREET LIGHTING CHARGES – PUBLIC HEARING Establish charges to maintain Blacklake Street Lighting

E. OTHER BUSINESS

E-1) NCSD LATENT POWERS Review LAFCO procedures to initiate latent powers

F. CONSENT AGENDA

F-1) WARRANTS [RECOMMEND APPROVAL]

F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Minutes of May 28, 2003, Regular Board meeting
Minutes of June 4, 2003, Special Study Session

G. MANAGER'S REPORT

G-1) CSA-1/NIPOMO LIGHTING REORGANIZATION – DISSOLUTION STATUS REPORT

H. COMMITTEE REPORTS

I. DIRECTORS COMMENTS

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. WATER LINE EASEMENT ACROSS COUNTY PARK - DISTRICT NEGOTIATOR - DOUG JONES, CONFERENCE WITH NEGOTIATOR GC\$54956.8 COUNTY NEGOTIATOR - PETE JENNY, REGARDING TERMS & PRICE.

C. ANTICIPATED/INITIATE LITIGATION, ONE CASE

D. PUBLIC EMPLOYEE ANNUAL EVALUATION – GEN MGR GC \$5495.7

ADJOURN

The regular meeting of June 16, 2003 was canceled.
The meeting was rescheduled to Wednesday, June 25, 2003.

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TO: BOARD OF DIRECTORS
FROM: DOUG JONES *D*
DATE: JUNE 11, 2003

AGENDA ITEM
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JUNE 11, 2003

ENVIRONMENTAL REVIEW CONSULTING SERVICES FOR
MARIA VISTA DEVELOPMENT SEWER

ITEM

Agreement with Douglas Wood & Associates to perform consultant services for a sewer lift station and force main for the Maria Vista development (Tracts 1808 and 1856).

BACKGROUND

The Maria Vista development was originally designed to have an on-site wastewater disposal system to service the development. The Regional Water Quality Control Board wrote a letter requesting to have the wastewater for this development transported to the District's wastewater treatment facility. To accomplish this task, a sewer lift station and force main would need to be constructed and connected to the District's sewer collection system.

An environmental review of the proposed lift station and force main improvements needs to be completed prior to construction. The District has contacted Douglas Wood and Associates to perform this work. Attached are the consultant's proposal to do this work and the agreement. The District requested Mr. Wood to consider two alignments in his proposal. One alignment would come up Orchard Road and one would come next to the freeway. The developer wishes to proceed with the Orchard Road alignment, therefore, staff would recommend that the consultant do the environmental review only on the Orchard Road alignment.

RECOMMENDATION

Staff recommends that your Honorable Board approve the contract with Douglas Wood and Associates to do the environmental review on the Orchard Road alignment for the sewer lift station and force main.

NIPOMO COMMUNITY SERVICES DISTRICT
P O BOX 326
NIPOMO, CA 93444

CONSULTANT SERVICES AGREEMENT
DOUGLAS WOOD & ASSOCIATES, INC.

THIS AGREEMENT, made this 11th day of June, 2003, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "**DISTRICT**"), and **DOUGLAS WOOD & ASSOCIATES, INC.** (hereinafter referred to as "**CONSULTANT**").

WITNESSETH

WHEREAS, **DISTRICT** desires to retain a professional environmental consultant to provide an environmental review pursuant to the California Environmental Quality Act (CEQA) for the proposed Sewer Main Extension and Lift Station to serve Tracts 1802 and 1856.

WHEREAS, **DISTRICT** desires to engage **CONSULTANT** to provide services by reason of its qualifications and experience in performing such services, and **CONSULTANT** has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **CONTRACT COORDINATION.**

- (b) **District**. The General Manager shall be the **Contract Manager** of the **District** for all purposes under this Agreement.
- (b) **CONSULTANT**. DOUGLAS WOOD shall have the responsibility for the progress and execution of this Agreement for **CONSULTANT**.

2. **DUTIES OF CONSULTANT.**

- (b) **Services to be furnished**. **CONSULTANT** shall provide all services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- (b) **Laws to be observed**. **CONSULTANT** shall:
 - (b) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONSULTANT** under this Agreement;

- (b) Keep itself fully informed of all federal, state and local laws, ordinances, regulations, orders and decrees existing on the date of this Agreement which are applicable to the duties of the **CONSULTANT** under this Agreement.
- (b) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.
- (b) Promptly report to the **District's** Contract Manager, in writing, any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to the services provided by Consultant pursuant to this Agreement .
- (b) Release of reports and information. All reports, information, data or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **District** and shall not made available to any individual or organization by **CONSULTANT** without the prior written approval of the **District's** Contract Manager.
- (b) Qualifications of CONSULTANT. **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

3. **COMPENSATION.**

- (b) The **CONSULTANT** will be paid for services provided to the **District** in accordance with the schedule set forth in Exhibit "A", attached hereto and incorporated herein by reference.
- (b) Payments are due within 60 days of receipt of undisputed invoices. Invoices shall reflect the task to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each task. Disputes over payment shall be referred to Mediation/Arbitration pursuant to paragraph 21(a).
- (b) The contract budget, as stated in Exhibit "A" shall not be exceeded without the prior written authorization of the **District**.
- (b) Payment to **CONSULTANT** shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the services as stated in Exhibit "A".
- (b) Interest at 8 percent per annum (but not exceeding the maximum rate allowable by law) will be payable on any undisputed amounts not paid

within 60 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

4. **SCHEDULE.**

CONSULTANT shall complete the services that are the subject of this Agreement in accordance with the Schedule set forth in Exhibit "A" not to exceed sixty (60) days. **CONSULTANT** shall not be responsible for delays which are due to causes beyond **CONSULTANT's** reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. The **CONSULTANT** is to notify the District promptly in writing of such delays.

5. **TEMPORARY SUSPENSION.**

The **District's** Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period, as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid for services performed through the date of temporary suspension. In the event that **CONSULTANT's** services hereunder are delayed for a period in excess of six (6) months due to causes beyond **CONSULTANT's** reasonable control, **CONSULTANT's** compensation shall be subject to renegotiation.

6. **SUSPENSION; TERMINATION.**

(b) Right to suspend or terminate. The **District** retains the right to terminate this Agreement for any reason by notifying **CONSULTANT** in writing three (3) days prior to termination and by paying **CONSULTANT** for services performed through date of termination; provided, however, if this Agreement is terminated for fault of **CONSULTANT**, **District** shall be obligated to compensate **CONSULTANT** only for that portion of **CONSULTANT** services which are of benefit to **District**. Said compensation is to be arrived at by mutual Agreement pursuant to the provisions of paragraph 21(a).

(b) Return of materials. Upon such termination, **CONSULTANT** shall turn over to the **District** immediately any and all, studies, sketches, drawings, , computations, computer models and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in

connection with this Agreement. Such materials shall become the permanent property of **District**. **CONSULTANT**, however, shall not be liable for **District's** use of incomplete materials or for **District's** use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

7. **INSPECTION.**

CONSULTANT shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **DISTRICT's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

8. **INDEPENDENT CONTRACTOR.**

The services performed under this Agreement are to be performed by the **CONSULTANT** as an independent contractor.

9. **ASSIGNMENT OF CONTRACT.**

Neither party shall assign this Agreement or any portion of the work, other than as designated herein, without the prior written approval of the other party.

10. **NOTICES.**

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

NIPOMO COMMUNITY SERVICES DISTRICT

Nipomo Community Services District
Doug Jones
P. O. Box 326
Nipomo, CA 93444

CONSULTANT:

Doug Wood
Douglas Wood & Associates, Inc.
1461 Higuera Street, Suite A
San Luis Obispo, CA 93401

11. **CONFLICT OF INTEREST.**

(a) Consultant covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner

with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District Manager. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the District in the performance of this Agreement.

(b) District understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of District relative to such projects. Any future position of District on such projects shall not be considered a conflict of interest for purposes of this Section.

12. **INDEMNITY.**

CONSULTANT agrees to defend, indemnify and hold harmless the **DISTRICT**, its employees, managers, agents and directors from any and all liability, claims, losses, damages or expenses (including attorney's fees and costs) arising out of negligent performance of this contract, excepting those arising out of the sole negligence of the **DISTRICT**.

13. **INSURANCE.**

(a) The **CONSULTANT** shall maintain worker's compensation insurance to statutory limits, in compliance with state and federal statutes.

(b) The **CONSULTANT** shall maintain comprehensive general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of **CONSULTANT** pursuant to this Agreement or from the use of automobiles and equipment of the **CONSULTANT**. The amount of this insurance shall not be less than \$1 million combined single limit. The **DISTRICT**, its employees, officers, General Manager and directors, shall be listed as additional insureds.

(c) The **CONSULTANT** shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of **CONSULTANT** pursuant to this Agreement, in the amount of not less than \$1 million combined single limit.

(d) **CONSULTANT** shall provide District with the following prior to commencement of work under this Agreement:

1. Proof of workman's compensation insurance and professional liability insurance;
2. An endorsement of the comprehensive general liability and automobile liability insurance (pursuant to subparagraph {b}) listing **DISTRICT**, its employees, officers, General Manager and Directors as additional insureds.
3. Proof of errors and omission insurance.

14. **NON-DISCRIMINATION.**

Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

15. **UNAUTHORIZED ALIENS.**

Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

16. **AGREEMENT BINDING.**

The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

17. **WAIVERS.**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding

breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

18. LAW GOVERNING AND VENUE.

This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, 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.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

20. AGREEMENT CONTAINS ALL UNDERSTANDINGS.

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between **DISTRICT** and **CONSULTANT** and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both **DISTRICT** and **CONSULTANT**. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

21. MISCELLANEOUS PROVISIONS.

(a) The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to the payment of invoices pursuant to paragraph 3 of this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. Within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mediation firm mutually selected by the parties. If the parties are unable to agree upon a mediation firm within said ten (10) day period, the matter shall be submitted to a mediation firm to be agreed upon by both parties. The Mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall be non-binding on the parties but shall be

NCS D AND DOUGLAS WOOD & ASSOCIATES, INC. CONSULTANT SERVICES AGREEMENT

intended to help resolve the dispute. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, then an independent arbitrator is to be appointed by mutual agreement and his decision shall be non-binding on the parties.

(b) In the performance of its professional services, **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, expressed or implied are made or intended in any of **CONSULTANT**'s proposals, contracts or reports.

(c) Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

(d) Whenever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

IN WITNESS WHEREOF, **DISTRICT** and **CONSULTANT** have executed this Agreement the day and year first above written.

CONSULTANT

By: Douglas Wood

DISTRICT

By: Michael Winn, President
Board of Directors
Nipomo Community Services District

Date _____

EXHIBIT A

Douglas Wood & Associates, Inc.

Land Use Planning / Governmental Relations / Environmental Analysis

June 3, 2003

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

Re: Proposal for Professional Consulting Services
Expanded Initial Study, Tracts 1802 and 1856
Sewer Main Extension Alignment Alternatives
Nipomo Community Services District

Dear Mr. Jones:

We are pleased to submit this letter proposal addressing your need for professional consulting services for the completion of an Expanded Initial Study for the proposed sewer main extension to serve Tracts 1802 and 1856. It is our understanding that the Nipomo Community Services District will act as Lead Agency for the project. It is also our understanding that the Nipomo Community Services District is considering two alternative alignments for the proposed sewer force main to serve these residential tracts. The first proposed alignment runs along Orchard Avenue which was the site of a previously constructed water main extension to serve these same tracts. This previous project was the subject of an Expanded Initial Study which was prepared by our firm. The second proposed alignment follows a frontage road that runs adjacent to Highway 101. This second alignment has not been the subject of walkover resource surveys.

SCOPE OF WORK

Douglas Wood & Associates, Inc. will provide research and analysis as required for the preparation of an Expanded Initial Study for both of the proposed sewer main extension alternative alignments to serve Tracts 1802 and 1856. This document will be prepared in accordance with standards and requirements of the Nipomo Community Services District. This document will also be prepared in accordance with State EIR Guidelines (Section 15120 et. seq.) as well as procedures adopted by NCS D as Lead Agency relative to the California Environmental Quality Act. We perceive this effort being divided into five major work phases, the nature and extent of which will include the following:

Phase I: Research and Analysis

This phase will commence with the review and consolidation of available data and background information pertinent to both of the proposed sewer main extension alternative

20 Years of Excellence 1983 - 2003

EXHIBIT A

Phase IV: Expanded Initial Study Completion

Upon receipt of all administrative comments, the Expanded Initial Study will be completed with the required number of copies being provided to NCS D for final review and the required public distribution and review (twenty days minimum or thirty days if sent to State Agencies pursuant to Sections 15073 and 15105 of the State CEQA Guidelines). Included within this phase is provision of a Mitigation Monitoring Program.

Phase V: Meeting and Public Hearing Attendance

Throughout research and preparation of this Expanded Initial Study, attendance will be necessary at various meetings. Within this scope of service, we will provide preparation for, travel to and representation at a total of two (2) meetings (with NCS D staff, project applicant, etc.) and one (1) public hearing with the Nipomo Community Services District. Any additional presentations or attendance at additional meetings or public hearings beyond those noted herein deemed necessary by you can be provided within a mutually-acceptable separate contract.

FEES AND SCHEDULES

We propose to perform planning services set forth herein in accordance with a time and materials billing system based upon the wages spent for all personnel working on the project. Douglas Wood & Associates will complete the above services for a maximum fee not to exceed \$6,400.00 and \$1,600.00 for the additional outside consultant services for a total cost of \$8,000.00. The direct costs of any subconsultant fees, printing or report production, mileage or other related charges advanced by Wood & Associates beyond those discussed herein are in addition to the previously-named figure. These direct costs, including printing and delivery, will be accompanied by receipts to verify these costs. No additional handling charges will be added to these direct costs.

In the event that the proposed project is revised to involve the Orchard Avenue alignment only, the walkover surveys for cultural and biological resources and other in-house staff time will not be necessary. This reduced project will result in a reduction of \$2,100.00 from the above fee total for a new total cost of \$5,900.00.

A detailed breakdown of project costs and timing per phase is provided below:

PHASE I: RESEARCH AND ANALYSIS

Cost: \$ 1,500.00 (Wood & Associates)
 \$ 1,600.00 (Robert O. Gibson-Cultural Resources)

Timing: Completion of research and analysis within one week of receipt of authorization to proceed. Consultant analysis to be completed within two weeks of receipt of authorization to proceed and receipt of topographic base maps with project facilities indicated.

EXHIBIT A

PHASE II: PREPARATION OF ENVIRONMENTAL CHECKLIST

Cost: \$ 900.00

Timing: Completion of Environmental Checklist within two weeks of receipt of authorization to proceed.

PHASE III: PREPARATION OF DRAFT ENVIRONMENTAL DETERMINATION

Cost: \$ 2,200.00

Timing: Completion of the Draft Environmental Determination within one week of receipt of subconsultant analysis or approximately three to four weeks from receipt of authorization to proceed.

PHASE IV: INITIAL ENVIRONMENTAL STUDY COMPLETION

Cost: \$ 900.00

Timing: Completion of the Initial Environmental Study within one week of receipt of all comments.

PHASE V: MEETING ATTENDANCE

Cost: \$ 900.00

Timing: Throughout all project phases

It should be acknowledged that the timing of all project phases is highly contingent upon a timely response to all information needs. Should any unforeseen delays be experienced in this regard, a concomitant extension of the prescribed time will be necessary.

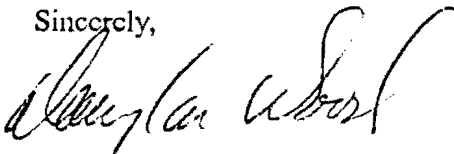
In the event that during the document preparation process significant project revisions occur, we will contact you immediately with our estimate of staff time and costs necessary to revise the environmental documentation. Responding to such revisions is considered to be above and beyond the estimates of costs of document preparation within this proposal. In the event of the need arising for additional work beyond that discussed herein, such as the preparation of an Environmental Impact Report, we will contact you with a written request for extra work which will contain documentation of need, time for completion and proposed compensation. Any additional work will not be undertaken prior to written authorization from you in the form of a mutually-acceptable separate contract.

EXHIBIT A

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the State of California, if such case is made. Venue, for the purposes of this Agreement, shall be considered the City of San Luis Obispo, State of California. In the event of any action brought by either party against the other arising out of this Agreement or for the purposes of enforcing the Agreement or collection of any fees, the party prevailing in any such action shall be entitled to recover reasonable attorney's fees and cost of suit as may be determined.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. In the interim, we will be happy to answer any questions or provide you with any additional information concerning this proposal.

Sincerely,



Douglas Wood
President
Douglas Wood & Associates, Inc.

Proposal Accepted by:

Mr. Doug Jones
General Manager
Nipomo Community Services District

Date

EXHIBIT A

GIBSON'S ARCHAEOLOGICAL CONSULTING**ROBERT O. GIBSON, Archaeologist**

P.O. Box 102

Paso Robles, CA 93447-0102

Telephone: 805/238-5411

Fax: 805/238-7029

June 2, 2003

Mr. Douglas Wood
DOUGLAS WOOD & ASSOCIATES, INC.
1461 Higuera Street, Suite "A"
San Luis Obispo, CA 93401

RE: Cost Proposal for Archaeological Surface Survey for a Two Mile Alternative for the
Nipomo Services District Water Line, Nipomo Mesa, San Luis Obispo County, CA

Dear Doug:

I have reviewed the project map and scope of work you faxed me. The addition of this two mile segment will supplement a previous survey I conducted for Alignment #1 in October 22, 2001. The Alignment # 2 will follow close to the Caltrans fence on the west side of Highway 101. I believe the proposed alignment may cross one large prehistoric site as well as the State Water pipeline.

As outlined in the RFP you sent me and may be required by various governmental agencies including Nipomo Community Services District, in compliance state guidelines including the California Environmental Quality Act of 1970, I will conduct a phase one archaeological surface survey for the approximately two mile long pipeline corridor the Alignment # 2.

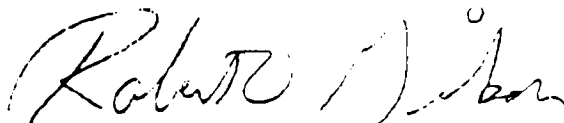
If necessary, an archival records search will be conducted for a 1/2-mile area around the project area with the California State Information Center at the University of Santa Barbara. This will yield information on:


- Previously surveyed tracts within or near the project
- Previously recorded sites within or near the project
- Characteristics of previously recorded properties
- Dates of previous survey and excavation programs and technical reports.

Your office will receive three copies of the final report that will include procedures, results of survey, maps and a series of recommendations for treatment of any cultural resources discovered. The records check from UCSB, field survey, and final report will take a total of two weeks to complete after I receive authorization to proceed. I will be able to meet any schedule necessary for this project.

My cost for the scope of work as outlined above will be \$ 1,600.00. Please contact me if you have any questions or require additional information. I am also including a copy of my current resume.

Respectfully,



TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JUNE 11, 2003

AGENDA ITEM
JUNE 11, 2003

OLDE TOWNE WATER AND SEWER SERVICES FUNDING AGREEMENT

ITEM

Review/approve an agreement between NCSD & SLO Co. for funding service connections

BACKGROUND

The San Luis Obispo County will be constructing road improvements along Tefft Street between the freeway and Thompson Avenue in Olde Towne Nipomo. The County's general policy is not to have new road improvements dug up for water and sewer service connections until five or more years after the improvements have been made. The County anticipates having Housing and Community Development grant funds available to assist the District to install water lines and sewer services prior to the final road improvements. Attached for the Board's review is a draft agreement for the District to receive the grant funds for installing the water and sewer service connections for future developments on Tefft Street. The County has indicated that the grant funds would not be available until the fall of this year.

RECOMMENDATION

After your Honorable Board has reviewed the agreement, conceptual approval of the agreement may be in order pending the funding amount and final verbiage that may be necessary to meet State and/or Federal funding requirements.

Edited (redlined)
by NCSD 05-30-03

Note:

The following Sections revised: Recital 5, Sections 2,3,4,5,11, and 12

The following Sections added: Section 22

**AGREEMENT REGARDING USE OF STATE JOBS HOUSING BALANCE
INCENTIVE GRANT PROGRAM FOR TEFFT STREET IMPROVEMENTS
IN THE NIPOMO OLDE TOWNE AREA**

THIS AGREEMENT is made and entered into _____, 2003, by
and between the **NIPOMO COMMUNITY SERVICES DISTRICT**, (hereinafter referred
to as the "NCSD"), and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of
the State of California (hereinafter referred to as "the County").

WITNESSETH:

WHEREAS, the County has been determined to be eligible to receive a grant of
\$ (*exact amount to be determined*) from the State of California's Jobs Housing Balance
Incentive Grant Program; and

WHEREAS, on March 4, 2003, the County Board of Supervisors authorized the
grant money to be used by the NCSD to fill a funding gap identified as part of a street
enhancement project on Tefft Street between Thompson and Nipomo Creek,
specifically, to install sewer and water laterals and similar related piping before Tefft
Street is repaved, preventing further degradation of the street, hereafter referred to as
"the Project"; and

WHEREAS, the NCSD will use the funding to hire a contractor to install the
necessary laterals and related work, and

WHEREAS, the NCSD will thereafter become responsible for obtaining payment of funds from those property owners along Tefft Street who benefit from the installation water and sewer laterals; and

WHEREAS, funds collected by the NCSD from property owner who benefit from the new sewer and water laterals will be deposited into a separate account; and

WHEREAS, funds collected from property owners along Tefft Street who have benefited by the Project shall be subsequently reused by the NCSD for other projects of community-wide interest and benefit subject to review and approval by the County; and

NOW, therefore, in consideration of the mutual promises, recitals and other provisions hereof, the parties agree as follows:

1. **Compensation** Subject to the terms and conditions of this Agreement (including the availability of HCD Grant funds to the County), County shall provide to the NCSD the amount of \$(*exact amount to be determined*) to enable the NCSD to provide water and sewer laterals and other related piping connections to property owners within the defined area of the Tefft Street enhancement project. In no instance shall the County be liable under this Agreement for any costs for the Project in excess of \$ (*exact amount to be determined*) nor for any unauthorized or ineligible costs. The NCSD shall not obligate or expend the funds for any purpose other than implementing the Project. Payment for the foregoing shall be in accordance with the following procedure:

2. **Individual Property Owner Repayment.** To the extent allowed by law, The NCSD shall require property owners benefiting from the Project to each pay an amount

of money equal to the value of the improvements extended to their parcel.

3. Use of Repaid Funds. Funds collected as repayment from property owners along Tefft Street who have benefited by the Project shall be segregated and subsequently reused by the NCSD for other projects of community-wide interest and benefit subject to prior review and approval by the County. The purchase of a water line easement through the County Park is an approved project of community wide interest.

4. Reporting. At the request of County D during the term of this Agreement, the NCSD shall submit an annual report to the County Department of Planning and Building including the following: expenditures to date, listing of funds that have been repaid by property owners benefiting from the Project, the status of the program including any problems encountered, and a prioritized list of potential projects that the NCSD would like to construct or establish with funds that have been repaid from the Project. ~~Quarterly reports~~ Reports shall be submitted to the County within thirty (30) days of the County's request. by September 1st of each year. ** See additionally §10 for additional requirements.

5. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall terminate after all funds from property owners who benefited from the Project have been repaid to the NCSD, and those repaid funds have in turn, been completely expended on subsequent projects of community benefit or ten (10) years, whichever occurs first.

6. Termination of Agreement for Cause. If the County determines that the NCSD has incurred obligations or made expenditures for purposes which are not

permitted or are prohibited under the terms and provisions of this Agreement, or if the County determines that the NCSD has failed to fulfill its obligations under this Agreement in a timely and professional manner, then the County shall have the right to terminate this Agreement effective immediately upon giving written notice thereof to NCSD. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination. If the County's termination of the Agreement with the NCSD for cause is defective for any reason, including but not limited to the County's reliance on erroneous facts concerning the NCSD's performance, or any defect in the notice thereof, the County's maximum liability shall not exceed the amount payable to the NCSD under paragraph one (1) of this Agreement.

7. Sources and Availability of Funds. It is understood by the parties hereto that the funds being used for the purposes of this Agreement are funds furnished to the County through the State of California Department of Housing and Community Development pursuant to the provisions of the Jobs/Housing Balance Incentive Grant Fund. Notwithstanding any other provision of this Agreement, the liability of the County shall be limited to HCD grant funds available for the Project pursuant to this Agreement. The NCSD understands that the County must wait for release of funds from the HCD before grant funds may be advanced or reimbursed. The County shall incur no liability to the NCSD, its officers, agents, employees, suppliers, or contractors for any delay in making any such payments.

8. Reimbursement of Improper Expenditures. If at any time within applicable

statutory periods of limitation it is determined by the County that funds provided for under the terms of this Agreement have been used by or on behalf of the NCSD in a manner or for purposes not authorized the NCSD shall, at the County's request, pay to the County an amount equal to one hundred percent of the amount improperly expended.

9. Records.

(a) All records, accounts, documentation and all other materials relevant to a fiscal audit or examination shall be retained by the NCSD for a period of not less than three (3) years from the date of termination of this Agreement.

(b) If so directed by the County upon termination of this Agreement, the NCSD shall cause all records, accounts, documentation and all other materials relevant to the Project to be delivered to the County as depository.

(c) The NCSD understands that it shall be the subject to the examination and monitoring by the County Auditor-Controller for a period of five (5) years after the final payment under this Agreement.

10. Audit.

(a) All records, accounts, documentation and other materials deemed to be relevant to the Project by the County shall be accessible at any time to the authorized representatives of the county on reasonable prior notice, for the purpose of examination or audit.

(b) An expenditure which is not authorized by this Agreement or which cannot

be adequately documented shall be disallowed and must be reimbursed to the County or its designee by the NCSD. Expenditures for Activities not described in this Agreement shall be deemed authorized if the performance of such Activities is approved in writing by the County prior to the commencement of such Activities.

(c) Absent fraud or mistake on the part of the County, the determination by the County of allowability of any expenditures shall be final.

~~11. Indemnification. The NCSD shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgements, or liability occasioned by the performance or attempted performance of the provisions hereof, or in any way arising out of this Agreement, including, but not limited to, (a) those predicated upon theories of violation of statute, ordinance or regulation, violation of civil rights, (b) any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to the NCSD that would establish a County liability for failure to make social security and income tax withholding payments, (c) inverse condemnation, (d) equitable relief, or (e) any wrongful act or any negligent act or omission to act on the part of the NCSD or of agents, employees, or independent contractors directly responsible to NCSD; providing further that the foregoing obligations to defend, indemnify and save harmless shall apply to any wrongful acts, or any actively or passively negligent acts or omissions to act, committed jointly or concurrently by NCSD, its agents, employees, or independent contractors and the County, its agents, employees, or independent contractors. Nothing contained in the foregoing indemnity provisions shall be construed to require~~

~~indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.~~

11. Indemnification. District shall include County as an additional indemnitee in construction contracts for the Project and for subsequent projects.

~~12. Insurance.~~ NCSD shall obtain and maintain for the entire term of this Agreement and NCSD shall not perform any work under this Agreement until NCSD has obtained comprehensive general liability insurance, in companies acceptable to the County, and authorized to issue such insurance in the State of California. Said insurance shall consist of the following:

~~(a) Liability Insurance - NCSD shall maintain in full force and effect, for the period covered by this Agreement, comprehensive liability insurance. This comprehensive general and automobile liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of NCSD operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amount of insurance shall be not less than one million dollars (\$1,000,000) combined single limit coverage for bodily and personal injury, including death resulting therefrom, and property damage.~~

~~The following endorsements shall be attached to the policy:~~

~~(i) If the insurance policy covers an "accident" basis, it must be changed to "occurrence".~~

~~(ii) The policy must cover personal injury as well as bodily injury.~~

~~(iiii) Blanket contractual liability must be afforded and the policy must contain a gross liability or severability of interest endorsement.~~

~~(iv) The County, its officers, agents, and employees shall be named as additional insured under the policy, and the policy shall provide that insurance will operate as primary insurance and that no other insurance affected by the County will be called upon to contribute to a loss hereunder.~~

~~(b) Workers' Compensation Insurance - In accordance with the provisions of Labor Code Section 3700, NCSD is required to be insured against liability for workers' compensation or to undertake self insurance for any individuals working as employees of NCSD. NCSD agrees to comply with such provisions before commencing the performance of the Project under this Agreement.~~

~~(c) The following requirements apply to all insurance to be provided by NCSD:~~

~~(i) A certified copy of each insurance policy and a certificate of insurance shall be furnished to the County within sixty (60) days after execution of this Agreement. A certificate alone is not acceptable. Provided, however, a certificate of insurance shall be furnished to the County prior to the approval of any advances by the Auditor/Controller of the County pursuant to this Agreement.~~

~~(ii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.~~

~~(iii) Approval of the insurance by the County shall not relieve or decrease the extent to which NCSD may be held responsible for payment of damages resulting from NCSD's services or operations pursuant to this Agreement.~~

12. Insurance.

(a) All insurance policies required by the District from Contractors for the construction of the Project and subsequent projects shall designate the County as an additional insured.

(db) If NCSD fails or refuses to procure or maintain the insurance required by this paragraph, or fails or refuses to furnish the County with required proof that insurance has been procured and is in force and paid for, the County shall have the right, at the County's election, to forthwith terminate this Agreement.

13. Equal Employment Opportunity. During the performance of this Agreement, NCSD agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and specifically agrees to comply with the provisions of Section 202 of Presidential Executive Order No. 11246.

14. Entire Agreement and Modification. This Agreement sets forth the full and entire understanding of the parties regarding the matter set forth herein, and any other prior or existing understandings or agreement by the parties, whether formal or informal, regarding any matters are hereby superseded or terminated in their entirety. No changes, amendments, or alterations shall be effective unless in writing and signed by all parties hereto. NCSD specifically acknowledges that in entering into and

executing this Agreement, NCSD relies solely upon the provisions contained in this Agreement and no others.

15. Contractors and Subcontractors. NCSD agrees to, and shall require its subcontractors to agree to:

(a) Perform the Project in accordance with federal, state and local building codes as applicable.

(b) Maintain at least the minimum state-required workers' compensation insurance for those employees who will perform the Project or any part of it.

(c) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by NCSD or any subcontractor in performing the Project or any part of it.

16. Compliance with County and State Laws and Regulations. NCSD agrees to comply with all County and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to NCSD, its subcontractors, and the Project.

17. No Assignment Without Consent. Inasmuch as this Agreement is intended to secure the specialized services of NCSD, NCSD shall not have the right to assign or transfer this Agreement, or any part hereof or monies payable hereunder, without the prior written consent of the County, and any such assignment or transfer without the County's prior written consent shall be considered null and void.

18. Law Governing and 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 law of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

19. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20. Effect of Waiver. County's waiver or breach of any one term, covenant or other provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.

21. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows: Victor Holanda, Director of Planning and Building, County of San Luis Obispo, County Government Center, San Luis Obispo, California, 93408. Notices required to be given to NCSA shall be addressed as follows: Doug Jones, Director, Nipomo Community Services District, 148 S. Wilson Street, Nipomo, CA 93444.

Provided that any party may change such address by notice in writing to the

other parties and thereafter notices shall be transmitted to the new address.

22. Opinions and Determinations: Good Faith. Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review or determination of either party hereto, such terms are not intended to be and shall never be construed to permit such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable. The District and the County shall each act in good faith in performing their respective obligations as set forth in this Agreement.

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

Nipomo Community Services District

By: _____
Michael Winn, President

By: _____
Donna Johnson, Secretary

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Attest: _____
Julie Rodewald, County Clerk

[SEAL]

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

By: _____

Deputy County Counsel

Dated: _____

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *DJ*
DATE: JUNE 11, 2003

AGENDA ITEM
DJ
JUNE 11, 2003

REVIEW BIDS TO CONSTRUCT WATERLINE, RELOCATE WATERLINE AND
INSTALL WATER AND SEWER SERVICES ALONG TEFFT STREET

ITEM

Review bids and award contract to construct a 16" waterline, relocate a 10" waterline and install water and sewer improvements on Tefft Street

BACKGROUND

San Luis Obispo County is proceeding with Olde Towne road improvements between Oak Glen and Thompson Avenues and has requested that future water and sewer services be installed prior to final paving of the street. The District has prepared plans and specifications to install water services and sewer laterals to vacant properties along Tefft Street to comply with the County's request and to construct a 16" waterline, relocate a 10" waterline.

Your Honorable Board authorized staff to advertise a Request for Bids to construct a 16" waterline, relocate a 10" waterline and install water and sewer improvements on Tefft Street. The bid opening was June 4, 2003. The following bids were received.

1.	MJ ROSS	\$ 83,912.00
2.	D-KAL	87,846.00
3.	R BAKER	138,910.00
4.	R BURKE	199,480.00
5.	TIERRA	\$ 217,000.00

The engineer's estimate was 50,000.00. After bid opening, the apparent lowest responsible bidder is MJ Ross. Funding for this project will be a combination of a proposed County grant from the State and District funds.

RECOMMENDATION

Staff recommends that your Honorable Board award the contract to MJ Ross the apparent low bidder conditional to executing a agreement with the County to fund the proposed improvements.

RESOLUTION 2003-Ross

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AWARDING A CONTRACT TO MJ ROSS CONSTRUCTION CO.
FOR THE WATER AND SEWER IMPROVEMENTS ON TEFFT STREET**

WHEREAS, the DISTRICT requested bid proposals from contractors to construct a 16" waterline, relocate a 10" waterline and install water and sewer improvements on Tefft Street, and

WHEREAS, the DISTRICT requested bids to construct the improvements and bids were opened on June 4, 2003, at 2:00 p.m.; and

WHEREAS, the DISTRICT received five bids, in which MJ Ross Construction Co. was the apparent low bidder at \$83,912.00, and

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. That the contract to construct a 16" waterline, to relocate a 10" waterline and to install water and sewer improvements on Tefft Street in the amount of \$83,912.00, and
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
ABSENT:
ABSTAIN:
CONFLICTS:

the foregoing Resolution is hereby adopted this 11th day of June, 2003.

Michael Winn, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel



*Civil Engineering
Surveying
Project Development*

June 5, 2003

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

Attn: Doug Jones

Re: Bid Results
Water and Sewer Improvements, Tefft Street from Oak Glen to Thompson Ave.

Doug:

The low bidder for the Water and Sewer Improvements, Tefft Street from Oak Glen to Thompson Avenue Project is M.J. Ross Construction, Inc. with a bid of \$83,912.00. The license and bonding was checked for all bidders and bid results tabulated. Attached are the Bid Summary Sheet and Bid Check List Form. M.J. Ross has acknowledged Addendum #1 and it's inclusion into the contract.

The bid of M.J. Ross Construction, Inc. is acceptable and a contract can be awarded to them at the discretion of the board.

Respectfully submitted,

GARING, TAYLOR & ASSOCIATES, INC.

Michael R. Ratty for
R James Garing
District Engineer

JG:MRR:mr
Attachments
T:\ND03-064\Award.doc

**Bid Summary for
Construction of Water & Sewer Improvements on Tefft St., Oak Glen Ave. to Thompson Ave.
for the Nipomo Community Services District**

W.O. #ND03-064

Bids Opened: June 4, 2003 @ 2:00 PM

	Est. Qty.	Unit of Measure	M J Ross Construction, Inc	D-KAL Engineering	R. Baker, Inc.	R. Burke Corporation	Tierra Contracting, Inc.
1. Mobilization/Demobilization	LUMP	SUM	\$2,500.00	\$1,355.00	\$2,000.00	\$18,000.00	\$8,910.00
2. Clearing & Grubbing	LUMP	SUM	\$2,500.00	\$537.00	\$4,500.00	\$5,250.00	\$3,000.00
3. Sawcutting	550	L.F.	\$275.00	\$550.00	\$2,200.00	\$2,090.00	\$550.00
4. Haystack Creek Culvert Crossing 16" Water Main	LUMP	SUM	\$13,100.00	\$16,172.00	\$12,600.00	\$21,600.00	\$25,000.00
5. Haystack Creek Culvert Crossing 10" Water Main	LUMP	SUM	\$8,857.00	\$13,354.00	\$11,280.00	\$30,500.00	\$21,500.00
6. 1" Water Service	10	each	\$4,300.00	\$9,210.00	\$6,500.00	\$11,000.00	\$10,000.00
7. Fire Hydrant Assembly	3	each	\$9,750.00	\$10,350.00	\$9,900.00	\$14,400.00	\$12,000.00
8. Fire Hydrant to be Abandoned	2	each	\$1,400.00	\$1,400.00	\$1,800.00	\$3,400.00	\$3,200.00
9. Fire Hydrant to be Removed & Replaced	2	each	\$3,600.00	\$3,700.00	\$3,000.00	\$5,200.00	\$4,200.00
10. Sewer Lateral	14	each	\$21,000.00	\$14,448.00	\$53,200.00	\$23,800.00	\$88,200.00
11. Utility Trench Backfill-Sewer Laterals	970	L.F.	\$4,850.00	\$1,940.00	\$10,670.00	\$29,100.00	\$19,400.00
12. Utility Trench Backfill-Water Improvements	420	L.F.	\$1,680.00	\$630.00	\$1,890.00	\$6,720.00	\$5,040.00
13. Pipeline Trench Repair	250	L.F.	\$500.00	\$3,625.00	\$6,250.00	\$5,250.00	\$6,000.00
14. Set Sewer Manhole Cover to Finish Grade	10	each	\$3,000.00	\$3,900.00	\$5,250.00	\$7,150.00	\$6,000.00
15. Set Sewer Cleanout Boxes to Finish Grade	2	each	\$300.00	\$550.00	\$650.00	\$1,120.00	\$150.00
16. Set Water Valve Boxes to Finish Grade	18	each	\$2,700.00	\$4,950.00	\$5,580.00	\$10,080.00	\$2,700.00
17. Set Water Blow Off Assembly Boxes to Finish Grade (for each B.O.)	2	each	\$600.00	\$1,050.00	\$640.00	\$2,120.00	\$150.00
18. Finish Roadway	LUMP	SUM	\$3,000.00	\$125.00	\$1,000.00	\$2,700.00	\$1,000.00
TOTAL			\$83,912.00	\$87,846.00	\$138,910.00	\$199,480.00	\$217,000.00

Bid Check List

Construction of Water + Sewer Improvements
Project Name

Nipomo CSD
Client

Tefft St from Oak Glen to Thompson

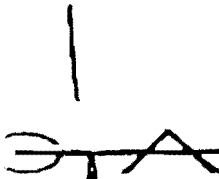
ND03-064
Work Order Number


June 4, 2003 @ 2:00 PM
Date/Time of Bid Opening

None
Engineer's Estimate

JUN-05-2003 08:18
GARING TAYLOR ASSOC
4896725 P.03.04

Contractor	Bid Amount	Math	Subs	Questionnaire	Signatures	Check or Bond	Guaranty	Addenda	Noncollusion Affidavit	Contractor's License	Bonding Company	Comments
M. J. Ross Construction, Inc	83,912.00	✓	✓	✓	✓	✓		No	✓	058997		Contractors American Indemnity Co. International Fidelity Insurance
D-KAL Engineering	87,846.00	✓	None	✓	✓	✓		✓	✓	059907		Travelers Casualty + Surety Co. of America
R. Baker, Inc	138,910.00	✓	✓	✓	✓	✓		✓	✓	312751		Travelers Casualty + Surety Co. of America
R. Burke Corporation	199,480.00	✓	None	✓	✓	✓		✓	✓	261193		Travelers Casualty + Surety Co. of America
Tierra Contracting, Inc.	217,000.00	✓	None	✓	✓	✓	✓	✓	✓	116114		Travelers Casualty + Surety Co. of America



TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JUNE 11, 2003

AGENDA ITEM

D 4
JUNE 11, 2003

LAFCO REQUEST TO FUND SPHERE OF INFLUENCE CEQA STUDY

ITEM

LAFCO is requesting NCSD to pay the CEQA costs in preparing the District's Sphere of Influence

BACKGROUND

The District has received correspondence from Paul Hood, LAFCO Executive Officer, requesting that the District pay for the District's Sphere of Influence EIR update. The estimated cost is \$7,500.00. LAFCO has done the CEQA review for other agencies Sphere of Influence at their cost primarily because they were negative declarations. LAFCO feels that a negative declaration would not be appropriate for the District's Sphere of Influence, therefore requesting funding of the environmental review.

LAFCO is funded by the three primary agencies: the County, the Cities and by the Special Districts on a one-third for each. The District's portion of the funding this year's LAFCO budget is \$17,000. LAFCO has funded CEQA Spheres of Influence with their budget and staff believes that the funding the District's Sphere of Influence update should no to be totally funded by the District. It is suggested that either 50% or 75% of the estimated costs to do the SOI CEQA review be funded by the District.

RECOMMENDATION

This is a policy issue but staff recommends that 50-75% be paid by the District.

LAFCO • The Local Agency Formation Commission
Serving the Area of San Luis Obispo County

May 28, 2002

COMMISSIONERS

CAROLYN MOFFATT, Chair
Special District Member

SHIRLEY BIANCHI, Vice Chair
County Member

WENDY SCALISE
City Member

BARBARA MANN
Special District Member

DUANE PICANCO
City Member

RICHARD ROBERTS
Public Member

MICHAEL P. RYAN
County Member

ALTERNATES

KATCHO ACHADJIAN
County Member

STAN GUSTAFSON
Special District Member

TOM MURRAY
Public Member

ALLEN SETTLE
City Member

STAFF

PAUL L. HOOD
Executive Officer

RAY BIERING
Legal Counsel

DAVID CHURCH
LAFCO Analyst

LEAHA K. MAGEE
Clerk to the Commission

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

Dear Doug;

At LAFCO's May 15, 2003 meeting a status report regarding the NCSO's Sphere of Influence was presented to the Commission. A portion of the Staff Report appraised LAFCO that a Program Environmental Impact Report would be necessary to complete the environmental review process pursuant to CEQA. The Commission was supportive of this recommendation.

The process for completing an EIR usually involves the hiring of a consultant who is paid for by the project proponent or applicant. Recognizing that the District and LAFCO both desire to complete the Sphere of Influence Update we proposed that LAFCO staff prepare the EIR documentation with review and oversight provided by Doug Wood and Associates. This will significantly minimize the costs of hiring a consultant to prepare the EIR in total; although it will mean a significant re-allocation of LAFCO staff resources to complete the project.

Attached to this letter is a scope of work from Doug Wood and Associates detailing the review and oversight services to be provided by Mr. Wood and his associates. The total cost is \$7,500. At the May 15, 2003 the Commission also requested that staff ask the NCSO to cover the costs associated with this approach. It is respectfully requested that the District submit payment of \$7,500 to LAFCO at your earliest convenience.

Thank you for consideration of this request. Please call me at 781-5795 if you have any questions.

Sincerely



Paul Hood
LAFCO EXECUTIVE OFFICER

1042 Pacific Street, Suite A • San Luis Obispo, California 93401
Phone: 805.781.5795 Fax: 805.788.2072
www.slolafco.com

Douglas Wood & Associates, Inc.

Land Use Planning / Governmental Relations / Environmental Analysis

May 5, 2003

San Luis Obispo County Local Agency Formation Commission
1042 Pacific Street, Suite A
San Luis Obispo, CA 93401
Attn: David Church, LAFCO Analyst

Re: Proposal for Professional Consulting Services, Sphere of Influence Update EIR,
Nipomo Community Services District

Dear David:

We are pleased to submit this letter proposal addressing your need for professional consulting services for assistance in the completion of an Environmental Impact Report for the Sphere of Influence Update for the Nipomo Community Services District. It is our understanding that the San Luis Obispo County Local Agency Formation Commission (LAFCO) will act as Lead Agency for the project and will be responsible for preparation of the document.

SCOPE OF WORK

Douglas Wood & Associates, Inc. will provide review and analysis as required for assistance in the preparation of an Environmental Impact Report for the proposed Sphere of Influence Update. We perceive this effort being divided into four major work phases, the nature and extent of which will include the following:

Phase I: Research and Analysis

This phase will commence with the review and consolidation of available data and background information pertinent to the proposed project and preparation of the EIR. This information includes information gathered by LAFCO particularly in terms of land use, water availability, service infrastructure and long range service and infrastructure planning. In addition, any other previously-prepared technical studies which are relevant to the proposed project or preparation of the EIR will be reviewed. Site visits to the project are also included within this phase.

Phase II. Document Review

We will assist LAFCO by reviewing various sections of the EIR and providing comments, revisions or additional information as necessary in order to conform to the requirements of the California Environmental Quality Act and the State CEQA Guidelines (Sections 15120 et. seq.). We anticipate reviewing the Project Description, Environmental Setting, Environmental Impact Analysis, Unavoidable Adverse Impacts, Alternatives and Growth-Inducing Impacts sections of the EIR. Within this scope of work, we will also review the Initial Study and Notice of Preparation.

20 Years of Excellence 1983 - 2003

Phase III: Technical Support

We will further assist LAFCO by providing technical analyses to augment impact assessments within the EIR. It is anticipated that technical assistance in the analysis areas of land use, traffic circulation, noise, air quality, public services and alternatives may be required.

Phase IV: Meeting and Hearing Attendance

Throughout research and preparation of this EIR, attendance will be necessary at various meetings. Within this scope of service, we will provide representation at a total of four meetings (with LAFCO staff) and one public hearing. Any additional presentations or attendance at additional meetings or public hearings beyond those noted herein deemed necessary by you can be provided within a mutually-acceptable separate contract.

FEES AND SCHEDULES

We propose to perform planning services set forth herein in accordance with a time and materials billing system based upon the wages spent for all personnel working on the project. Douglas Wood & Associates will complete the above services for a maximum fee not to exceed \$7,500.00. The direct costs of any subconsultant fees, printing or report production, filing fees, mileage or other related charges advanced by Wood & Associates beyond those discussed herein are in addition to the previously-named figure. These direct costs, including printing and delivery costs, will be accompanied by receipts to verify these costs. No additional handling charges will be added to these direct costs.

A detailed breakdown of project costs and timing per phase is provided below:

PHASE I: RESEARCH AND ANALYSIS

Cost: \$ 1,000.00

Timing: Completion of research and analysis within one week of receipt of authorization to proceed and all relevant project information.

PHASE II: DOCUMENT REVIEW

Cost: \$ 2,800.00

Timing: Throughout the preparation of the EIR.

PHASE III: TECHNICAL SUPPORT

Cost: \$ 3,000.00

Timing: Throughout the preparation of the EIR.

PHASE IV: MEETING AND HEARING ATTENDANCE

Cost: \$ 700.00

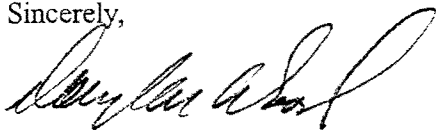
Timing: Throughout all project phases

In the event that during the document preparation process significant project revisions occur, we will contact you immediately with our estimate of staff time and costs necessary to complete any additional tasks. Responding to such revisions is considered to be above and beyond the estimates of costs of document preparation within this proposal. In the event of the need arising for additional work beyond that discussed herein, we will contact you with a written request for extra work which will contain documentation of need, time for completion and proposed compensation. Any additional work will not be undertaken prior to written authorization from you in the form of a mutually-acceptable separate contract.

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the provisions of the laws of the State of California, if such case is made. Venue, for the purposes of this Agreement, shall be considered the City of San Luis Obispo, State of California. In the event of any action brought by either party against the other arising out of this Agreement or for the purposes of enforcing the Agreement or collection of any fees, the party prevailing in any such action shall be entitled to recover reasonable attorney's fees and cost of suit as may be determined.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. In the interim, we will be happy to answer any questions or provide you with any additional information concerning this proposal.

Sincerely,



Douglas Wood
President
Douglas Wood & Associates, Inc.

Proposal Accepted by:

Mr. Paul Hood
LAFCO Executive Officer
San Luis Obispo County Local Agency Formation
Commission

Date

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JUNE 11, 2003

AGENDA ITEM
D-5
JUNE 11, 2003

2003-2004 FISCAL YEAR BUDGET

ITEM

Public Hearing and adoption of 2003-2004 Fiscal Year Budget

BACKGROUND

The Finance Committee reviewed the budget on May 19, 2003, and the Board of Directors held a Study Session on June 4, 2003. The recommendations from both meetings have been incorporated into the budget.

Below is a summary of the Operating Budget:

	TOTAL COMBINED-ALL OPERATING FUNDS
Budgeted Operating Revenues	\$3,893,999
Budgeted Operating Expenditures	\$3,382,641
Budgeted Interest Income	\$103,280
Net Surplus	\$614,638
Account Balances 7/1/03 (estimated)	\$4,936,000
Account Balances 6/30/04 (estimated)	\$5,550,638

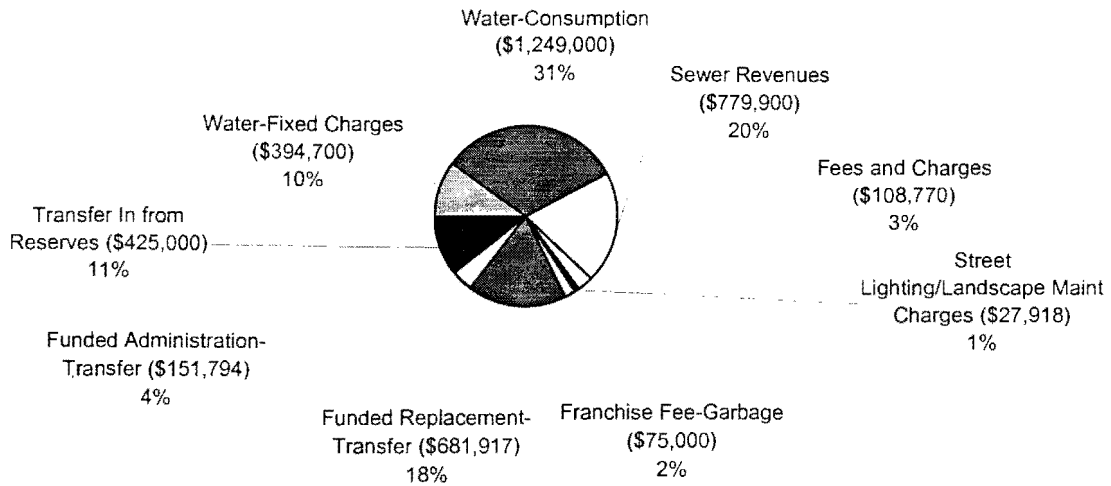
Attached to this report are the pie charts taken from pages 20 and 21 of the budget. The pie charts provide a graphical presentation of the Operating Revenues and Operating Expenditures of the NCSD.

There have been increases in all operating budgets primarily due to increases in power costs, labor related costs and litigation costs. A review of the Town Water and Blacklake Water and Sewer fees are planned so that recommended operating reserves may be maintained.

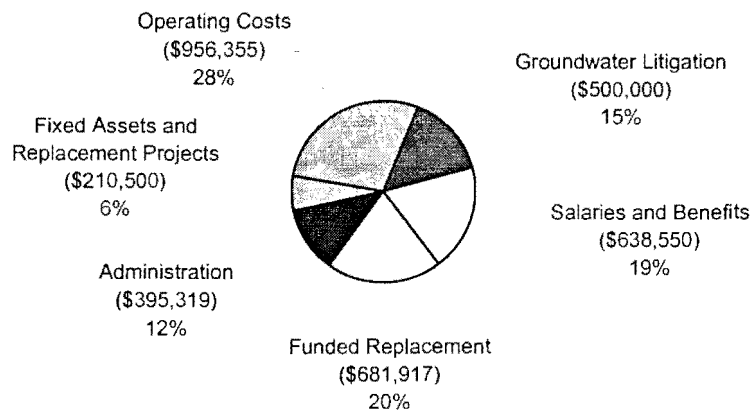
RECOMMENDATION

It is recommended that your Honorable Board adopt the attached Resolutions approving the 2003-2004 Fiscal Year Budget and Appropriations Limitation.

**NIPOMO COMMUNITY SERVICES DISTRICT
Combined Operating Revenue of All Funds**



**NIPOMO COMMUNITY SERVICES DISTRICT
Combined Operating Expenditures of All Funds**



RESOLUTION 2003-BUDGET

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING THE 2003-04 FISCAL YEAR BUDGET

WHEREAS, pursuant to Government Code Section 53901, the District is required to file with the County Auditor a copy of its annual budget or a listing of its anticipated revenues, together with its expenditures and expenses for the fiscal year, and

WHEREAS, the District desires to make known its planned activities and associated costs for the 2003-04 Fiscal Year.

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. The proposed budget entitled, "2003-04 Budget, Nipomo Community Services District," be adopted.
2. That the final budget be administered as established by past policies and practices.

Upon 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 _____ 2003.

Michael Winn, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
District Legal Counsel

RESOLUTION NO. 2003-APPROP LIMITATION

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
DETERMINING THE APPROPRIATION LIMITATION
FOR THE 2003-04 FISCAL YEAR

WHEREAS, Article XIII B of the California Constitution specifies that appropriations made by governmental entities may increase annually by the change in population and the California per-capita income, and

WHEREAS, it has been determined by the State Department of finance that the California per-capita income increase shall be used; and

WHEREAS, the percent change in the California per-capita income is 2.31% and the percent change in the population of the unincorporated area of San Luis Obispo County is 1.32%.

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

1. That the ratio of change is and is determined as follows:
2. That the 2003-04 appropriation limit is and is determined as follows:

2002-2003 Limitation		\$1,156,696
2003-2004 Ration of Change	X	1.055%
2003-2004 Appropriations		<u>\$1,220,314</u>
Limitation		
2003-2004 Appropriations		
Limitation Subjct to Limitation		<u>(\$274,722)</u>
2003-2004 Appropriations		
Under Limit		<u><u>\$945,592</u></u>

**RESOLUTION 03-APPROP LIMITATION
PAGE TWO**

3. No further adjustment to the 2003-04 appropriation limitation has been made for mandated costs. However, any new mandated costs or increases in costs would increase the limitation amount by "Proceeds of Taxes" used to finance mandates in Fiscal Year 2003-04.

On 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 _____ 2003.

Michael Winn, President
Nipomo Community Services District

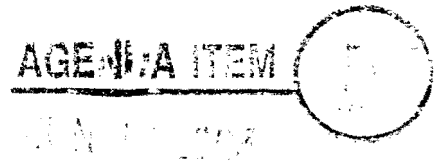
ATTEST:

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: JUNE 11, 2003



BLACKLAKE STREET LIGHTING CHARGES

ITEM

Hold a public hearing for the establishment of charges to maintain Blacklake Street Lighting

BACKGROUND

NCSD provides street lighting to Blacklake Village. In order to maintain the street lighting, an annual charge is assessed on each parcel for the service rendered. The existing Blacklake street lighting assessment is exempt from the compliance requirements of Prop. 218. Any future increases in the assessment would need voter approval of the property owners. The proposed annual charge of \$34.00 will remain the same as last year. It should be noted that the County of SLO adds \$2.00 per parcel handling fee, making the total annual fee billed to each parcel \$36.00. Below is a history of the charge per parcel:

<u>Year</u>	<u>Charge</u>	<u>County Fee</u>	<u>Total</u>
1992-93	\$48.00	\$2.00	\$50.00
1993-94	\$50.00	\$2.00	\$52.00
1994-95	\$48.00	\$2.00	\$50.00
1995-96	\$40.00	\$2.00	\$42.00
1996-97	\$34.00	\$2.00	\$36.00
1997-98	\$34.00	\$2.00	\$36.00
1998-99	\$34.00	\$2.00	\$36.00
1999-00	\$34.00	\$2.00	\$36.00
2000-01	\$34.00	\$2.00	\$36.00
2001-02	\$34.00	\$2.00	\$36.00
2002-03	\$34.00	\$2.00	\$36.00

The budget the Street Lighting Fund for 2003-04 is as follows:

<u>Revenues</u>		
Street lighting charges		\$18,258
<u>EXENDITURES</u>		
Insurance	\$ 500	
Public & Legal Notice	100	
Electricity	<u>22,800</u>	
Total expenditures		(23,400)
Difference		(5,142)
Interest earnings		1,200
Net deficit from operations		<u>(3,942)</u>
Estimated cash balance 7/1/03		\$54,000
Net deficit from operations		<u>(3,942)</u>
Estimated cash balance 6/30/04		<u>\$50,058</u>

Attached is a listing of Assessor Parcel Numbers with the proposed 2003-04 street lighting charges.

Now is the time and place for the public hearing for the Board to confirm the report for collection of the charges on the 2003-04 tax roll and to give opportunity for filing objections and for the presentation of testimony or other evidence concerning said report. The attached Resolution is presented for the Board's review, approval and adoption.

RECOMMENDATION

Approval of Resolution No. 2003- BL establishing Blacklake Street Lighting Charges

RESOLUTION NO. 2003-bl streetlighting

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
PROVIDING FOR THE COLLECTION OF STREET LIGHT CHARGES ON
THE SAN LUIS OBISPO COUNTY TAX ROLLS FOR MAINTENANCE AND
OPERATION OF EXISTING PUBLIC STREET LIGHTS IN THE
BLACKLAKE VILLAGE**

WHEREAS, on October 15, 1992 LAFCO approved Resolution No. 92-19 "A RESOLUTION MAKING DETERMINATION APPROVING THE REORGANIZATION INVOLVING DETACHMENT OF TERRITORY FROM COUNTY SERVICE AREA NO. 1-G AND ANNEXATION NO. 7 TO THE NIPOMO COMMUNITY SERVICES DISTRICT (BLACKLAKE GOLF AND COUNTRY CLUB), and

WHEREAS, Condition 3A provides that the NCSD will provide all three services currently provided by CSA No. 1-G; water, sewer, and street lighting, and

WHEREAS, Condition 3F provides that NCSD succeed to all rights, duties and obligations of CSA No. 1-G with respect to the enforcement of performance or payment of any outstanding contracts and obligations of CSA No. 1-G; and

WHEREAS, Condition 3H authorizes the NCSD to continue to levy, fix and collect any special, extraordinary or additional taxes, assessments, service charges and rates which were levied, fixed and/or collected by CSA No. 1-G, and

WHEREAS, public notice has been given in accordance with Section 6066 of the Government Code as specified under CSA No. 1-G Assessment procedures of this public hearing concerning collection of service charges on the 2003-04 property tax bills; and

WHEREAS, written reports specifying each parcel (attached as Exhibit "A") receiving extended service and the amount of the charge for that service have been prepared and filed with the staff report; and

WHEREAS, based on the Staff Report and public testimony, the Board finds:

- A. That the proposed charges do not exceed the reasonable costs of providing the services.
- B. That the assessment district was formed pursuant to a petition signed by the owners of the Blacklake Specific Plan.
- C. The written report does not recommend an increase in the current assessment.

WHEREAS, based on the above findings, the assessments for fiscal year 2003-04 are unaffected by Proposition 218; and

WHEREAS, this is the time and place for the public hearing for the Board to confirm the reports for collection of service charges on the 2003-04 tax bills as specified in the staff reports and to give opportunity for filing objections and for presentation of testimony or other evidence concerning said report; and

WHEREAS, it is in the public interest that the owners of property in said Blacklake Development pay the cost of said service therein.

RESOLUTION 2003-bl streetlight

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
PROVIDING FOR THE COLLECTION OF STREET LIGHT CHARGES ON
THE SAN LUIS OBISPO COUNTY TAX ROLLS FOR MAINTENANCE AND
OPERATION OF EXISTING PUBLIC STREET LIGHTS IN THE
BLACKLAKE VILLAGE

PAGE TWO

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Nipomo Community Services District as follows:

- Section 1. That the recitals set forth are true, correct and valid.
- Section 2. The Board of Directors of NCSO fixes the street lighting charge at \$34.00 and a SLO County Administrative charge of \$2.00 for a total charge of \$36.00 per year.
- Section 3. That said service charges are directly proportionate to the benefit to each parcel from the services rendered.
- Section 4. That the charges as confirmed shall appear as separate items on the tax bill of each parcel of real property listed in said staff report, and such charges shall be collected at the same time and in the same manner as ordinary ad valorem taxes are collected, and are subject to the same penalties and the same procedures and sale in case of delinquency as provided for such taxes.
- Section 5. The Tax Collector of the San Luis Obispo County is hereby authorized to collect the street lighting charges on the property tax bill.
- Section 6. This resolution is adopted by a majority of all members of the Board of Directors of the District.

On 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 _____, 2003.

Michael Winn, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary of the Board

Jon S. Seitz
General Counsel

**BLACK LAKE STREETLIGHTING CHARGES TAX YEAR 2003-2004
EXHIBIT "A"**


A.P.N.	CHARGE	A.P.N.	CHARGE	A.P.N.	CHARGE	A.P.N.	CHARGE
091243001	\$34.00	091244005	\$34.00	091410021	\$34.00	091412009	\$34.00
1243002	\$34.00	091244006	\$34.00	091410022	\$34.00	091412010	\$34.00
091243003	\$34.00	091244007	\$34.00	091410023	\$34.00	091412011	\$34.00
091243004	\$34.00	091244008	\$34.00	091410024	\$34.00	091412012	\$34.00
091243005	\$34.00	091244009	\$34.00	091410025	\$34.00	091412013	\$34.00
091243006	\$34.00	091244010	\$34.00	091410026	\$34.00	091412014	\$34.00
091243007	\$34.00	091244011	\$34.00	091410027	\$34.00	091412015	\$34.00
091243008	\$34.00	091244012	\$34.00	091410028	\$34.00	091412016	\$34.00
091243009	\$34.00	091244013	\$34.00	091410029	\$34.00	091412017	\$34.00
091243010	\$34.00	091244014	\$34.00	091410030	\$34.00	091412018	\$34.00
091243013	\$34.00	091244015	\$34.00	091410031	\$34.00	091412019	\$34.00
091243014	\$34.00	091244016	\$34.00	091410032	\$34.00	091412020	\$34.00
091243015	\$34.00	091244017	\$34.00	091410033	\$34.00	091412021	\$34.00
091243016	\$34.00	091244018	\$34.00	091410034	\$34.00	091413001	\$34.00
091243017	\$34.00	091244019	\$34.00	091410035	\$34.00	091413002	\$34.00
091243018	\$34.00	091244022	\$34.00	091410036	\$34.00	091413003	\$34.00
091243019	\$34.00	091244023	\$34.00	091410037	\$34.00	091413004	\$34.00
091243020	\$34.00	091244024	\$34.00	091410038	\$34.00	091413005	\$34.00
091243021	\$34.00	091244025	\$34.00	091410039	\$34.00	091413006	\$34.00
091243022	\$34.00	091244026	\$34.00	091410040	\$34.00	091413007	\$34.00
091243023	\$34.00	091244027	\$34.00	091410041	\$34.00	091413008	\$34.00
091243024	\$34.00	091244028	\$34.00	091410042	\$34.00	091413009	\$34.00
091243025	\$34.00	091244029	\$34.00	091410043	\$34.00	091413010	\$34.00
091243026	\$34.00	091244030	\$34.00	091410044	\$34.00	091413011	\$34.00
091243027	\$34.00	091244031	\$34.00	091410045	\$34.00	091413012	\$34.00
091243028	\$34.00	091410001	\$34.00	091410046	\$34.00	091413013	\$34.00
091243029	\$34.00	091410002	\$34.00	091410047	\$34.00	091413014	\$34.00
091243030	\$34.00	091410003	\$34.00	091410048	\$34.00	091413015	\$34.00
091243031	\$34.00	091410004	\$34.00	091410049	\$34.00	091413016	\$34.00
091243032	\$34.00	091410005	\$34.00	091410050	\$34.00	091413017	\$34.00
091243033	\$34.00	091410006	\$34.00	091410051	\$34.00	091413018	\$34.00
091243034	\$34.00	091410007	\$34.00	091410052	\$34.00	091413019	\$34.00
091243035	\$34.00	091410008	\$34.00	091410053	\$34.00	091413020	\$34.00
091243036	\$34.00	091410009	\$34.00	091410054	\$34.00	091413021	\$34.00
091243037	\$34.00	091410010	\$34.00	091410055	\$34.00	091413022	\$34.00
091243038	\$34.00	091410011	\$34.00	091410058	\$34.00	091413023	\$34.00
091243039	\$34.00	091410012	\$34.00	091411006	\$34.00	091413024	\$34.00
091243040	\$34.00	091410013	\$34.00	091412001	\$34.00	091413025	\$34.00
091243041	\$34.00	091410014	\$34.00	091412002	\$34.00	091413026	\$34.00
091243042	\$34.00	091410015	\$34.00	091412003	\$34.00	091413027	\$34.00
091243043	\$34.00	091410016	\$34.00	091412004	\$34.00	091413028	\$34.00
091244001	\$34.00	091410017	\$34.00	091412005	\$34.00	091413029	\$34.00
091244002	\$34.00	091410018	\$34.00	091412006	\$34.00	091413030	\$34.00
091244003	\$34.00	091410019	\$34.00	091412007	\$34.00	091413031	\$34.00
244004	\$34.00	091410020	\$34.00	091412008	\$34.00	091413032	\$34.00

**BLACK LAKE STREETLIGHTING CHARGES TAX YEAR 2003-2004
EXHIBIT "A"**

A.P.N.	CHARGE	A.P.N.	CHARGE	A.P.N.	CHARGE	A.P.N.	CHARGE
091413033	\$34.00	091415003	\$34.00	091416015	\$34.00	091419028	\$34.00
1413034	\$34.00	091415004	\$34.00	091416016	\$34.00	091419029	\$34.00
091413035	\$34.00	091415005	\$34.00	091416017	\$34.00	091419030	\$34.00
091413036	\$34.00	091415006	\$34.00	091416018	\$34.00	091419031	\$34.00
091413037	\$34.00	091415007	\$34.00	091416019	\$34.00	091419032	\$34.00
091413038	\$34.00	091415008	\$34.00	091416020	\$34.00	091419033	\$34.00
091413039	\$34.00	091415009	\$34.00	091416021	\$34.00	091419034	\$34.00
091413040	\$34.00	091415010	\$34.00	091416022	\$34.00	091419035	\$34.00
091413041	\$34.00	091415011	\$34.00	091416023	\$34.00	091419036	\$34.00
091413042	\$34.00	091415012	\$34.00	091416024	\$34.00	091419037	\$34.00
091413043	\$34.00	091415013	\$34.00	091416025	\$34.00	091419038	\$34.00
091413044	\$34.00	091415014	\$34.00	091416026	\$34.00	091419039	\$34.00
091413045	\$34.00	091415015	\$34.00	091416027	\$34.00	091419040	\$34.00
091413046	\$34.00	091415016	\$34.00	091416028	\$34.00	091419041	\$34.00
091414001	\$34.00	091415017	\$34.00	091416029	\$34.00	091419042	\$34.00
091414002	\$34.00	091415018	\$34.00	091416030	\$34.00	091419043	\$34.00
091414003	\$34.00	091415019	\$34.00	091416031	\$34.00	091419055	\$34.00
091414004	\$34.00	091415020	\$34.00	091416032	\$34.00	091419056	\$34.00
091414005	\$34.00	091415021	\$34.00	091416033	\$34.00	091419057	\$34.00
091414006	\$34.00	091415022	\$34.00	091416034	\$34.00	091419058	\$34.00
091414007	\$34.00	091415023	\$34.00	091416035	\$34.00	091440001	\$34.00
091414008	\$34.00	091415024	\$34.00	091416036	\$34.00	091440002	\$34.00
091414009	\$34.00	091415025	\$34.00	091419001	\$34.00	091440003	\$34.00
091414010	\$34.00	091415026	\$34.00	091419002	\$34.00	091440004	\$34.00
091414011	\$34.00	091415027	\$34.00	091419003	\$34.00	091440005	\$34.00
091414012	\$34.00	091415028	\$34.00	091419004	\$34.00	091440006	\$34.00
091414013	\$34.00	091415029	\$34.00	091419005	\$34.00	091440007	\$34.00
091414014	\$34.00	091415030	\$34.00	091419006	\$34.00	091440008	\$34.00
091414015	\$34.00	091415031	\$34.00	091419007	\$34.00	091440009	\$34.00
091414016	\$34.00	091415032	\$34.00	091419008	\$34.00	091440010	\$34.00
091414017	\$34.00	091415033	\$34.00	091419009	\$34.00	091440011	\$34.00
091414018	\$34.00	091416001	\$34.00	091419010	\$34.00	091440012	\$34.00
091414019	\$34.00	091416002	\$34.00	091419011	\$34.00	091440013	\$34.00
091414020	\$34.00	091416003	\$34.00	091419012	\$34.00	091440014	\$34.00
091414021	\$34.00	091416004	\$34.00	091419013	\$34.00	091441001	\$34.00
091414022	\$34.00	091416005	\$34.00	091419014	\$34.00	091441002	\$34.00
091414023	\$34.00	091416006	\$34.00	091419015	\$34.00	091441003	\$34.00
091414024	\$34.00	091416007	\$34.00	091419016	\$34.00	091441004	\$34.00
091414025	\$34.00	091416008	\$34.00	091419017	\$34.00	091441005	\$34.00
091414026	\$34.00	091416009	\$34.00	091419018	\$34.00	091441006	\$34.00
091414027	\$34.00	091416010	\$34.00	091419019	\$34.00	091441007	\$34.00
091414028	\$34.00	091416011	\$34.00	091419020	\$34.00	091441008	\$34.00
091414029	\$34.00	091416012	\$34.00	091419021	\$34.00	091441009	\$34.00
091414030	\$34.00	091416013	\$34.00	091419022	\$34.00	091441010	\$34.00
1415002	\$34.00	091416014	\$34.00	091419023	\$34.00	091441011	\$34.00

**BLACK LAKE STREETLIGHTING CHARGES TAX YEAR 2003-2004
EXHIBIT "A"**

A.P.N.	CHARGE	A.P.N.	CHARGE	A.P.N.	CHARGE	A.P.N.	CHARGE
091441014	\$34.00	091443007	\$34.00	091444038	\$34.00	091445017	\$34.00
441015	\$34.00	091443008	\$34.00	091444039	\$34.00	091445018	\$34.00
091441016	\$34.00	091443009	\$34.00	091444040	\$34.00	091445019	\$34.00
091441017	\$34.00	091443010	\$34.00	091444041	\$34.00	091445020	\$34.00
091441018	\$34.00	091443011	\$34.00	091444042	\$34.00	091445021	\$34.00
091441019	\$34.00	091443012	\$34.00	091444043	\$34.00	091445022	\$34.00
091441020	\$34.00	091443013	\$34.00	091444044	\$34.00	091445023	\$34.00
091441022	\$34.00	091443014	\$34.00	091444045	\$34.00	091445024	\$34.00
091441023	\$34.00	091443015	\$34.00	091444046	\$34.00	091445025	\$34.00
091441024	\$34.00	091443016	\$34.00	091444047	\$34.00	091445026	\$34.00
091441028	\$34.00	091444001	\$34.00	091444048	\$34.00	091445027	\$34.00
091441029	\$34.00	091444002	\$34.00	091444049	\$34.00	091445028	\$34.00
091442001	\$34.00	091444003	\$34.00	091444050	\$34.00	091445029	\$34.00
091442002	\$34.00	091444004	\$34.00	091444051	\$34.00	091445030	\$34.00
091442003	\$34.00	091444005	\$34.00	091444052	\$34.00	091445031	\$34.00
091442004	\$34.00	091444006	\$34.00	091444053	\$34.00	091446001	\$34.00
091442005	\$34.00	091444007	\$34.00	091444054	\$34.00	091446002	\$34.00
091442006	\$34.00	091444008	\$34.00	091444055	\$34.00	091446003	\$34.00
091442007	\$34.00	091444009	\$34.00	091444056	\$34.00	091446004	\$34.00
091442008	\$34.00	091444011	\$34.00	091444057	\$34.00	091446005	\$34.00
091442009	\$34.00	091444012	\$34.00	091444058	\$34.00	091446006	\$34.00
091442010	\$34.00	091444013	\$34.00	091444059	\$34.00	091446007	\$34.00
442011	\$34.00	091444014	\$34.00	091444060	\$34.00	091446008	\$34.00
091442012	\$34.00	091444015	\$34.00	091444061	\$34.00	091446009	\$34.00
091442013	\$34.00	091444016	\$34.00	091444062	\$34.00	091446010	\$34.00
091442014	\$34.00	091444017	\$34.00	091444063	\$34.00	091446011	\$34.00
091442015	\$34.00	091444018	\$34.00	091444064	\$34.00	091446012	\$34.00
091442016	\$34.00	091444019	\$34.00	091444067	\$34.00	091446013	\$34.00
091442017	\$34.00	091444020	\$34.00	091444068	\$34.00	091446014	\$34.00
091442018	\$34.00	091444021	\$34.00	091445001	\$34.00	091446015	\$34.00
091442019	\$34.00	091444022	\$34.00	091445002	\$34.00	091446016	\$34.00
091442020	\$34.00	091444023	\$34.00	091445003	\$34.00	091446017	\$34.00
091442021	\$34.00	091444024	\$34.00	091445004	\$34.00	091446018	\$34.00
091442022	\$34.00	091444025	\$34.00	091445005	\$34.00	091446019	\$34.00
091442023	\$34.00	091444026	\$34.00	091445006	\$34.00	091446020	\$34.00
091442024	\$34.00	091444027	\$34.00	091445007	\$34.00	091446021	\$34.00
091442025	\$34.00	091444028	\$34.00	091445008	\$34.00	091446022	\$34.00
091442026	\$34.00	091444029	\$34.00	091445009	\$34.00	091446023	\$34.00
091442027	\$34.00	091444030	\$34.00	091445010	\$34.00	091446024	\$34.00
091443001	\$34.00	091444031	\$34.00	091445011	\$34.00	091446025	\$34.00
091443002	\$34.00	091444033	\$34.00	091445012	\$34.00	091446026	\$34.00
091443003	\$34.00	091444034	\$34.00	091445013	\$34.00	092441027	\$34.00
091443004	\$34.00	091444035	\$34.00	091445014	\$34.00	537	\$18,258.00
091443005	\$34.00	091444036	\$34.00	091445015	\$34.00		
443006	\$34.00	091444037	\$34.00	091445016	\$34.00		

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JUNE 11, 2003

AGENDA ITEM
11
JUNE 11, 2003

NCSD LATENT POWERS

ITEM

Review LAFCO procedures to initiate a latent power

BACKGROUND

At the May 28th Board meeting, Director Vierheilg directed staff to look into the procedure of initiating latent powers, primarily in the area of park services. The District contacted the LAFCO office and the attached information was received with respect to initiating additional services. The District would have to proceed with a detailed study, a resolution, costs of the proposed service and this information would be sent to LAFCO for review and approval.

RECOMMENDATION

This is an information item. Your Honorable Board may direct staff accordingly.

Board 2003/Latent powers

District Latent Powers

Latent powers are those powers authorized by the principal act under which the district was formed, but not currently exercised.

Background

Prior to enactment of AB 2838 (Cortese-Knox-Hertzberg Local Government Act of 2000), special district representation on LAFCO was contingent upon the districts giving up their right to exercise latent powers without LAFCO approval. AB 2838 removed this requirement and authorized the seating of special districts without latent power restrictions. However, the measure retained LAFCO's ability to regulate special district latent powers as a component of the sphere of influence process (56425). Latent power procedures were further amended by AB 948, which became effective January 1, 2002. AB 948 retained the requirement that LAFCO catalog the services provided by special districts as a part of the sphere of influence process, but added a new section (56824.12) dealing exclusively with the process of exercising a new or different function or class of services by special districts.

Latent Powers Procedure

1. A proposal to provide a new or different function or class of services must be made by the adoption of a resolution of application by the legislative body of a special district. Prior to submitting a resolution, the legislative body of the district shall conduct a public hearing on the resolution. Following the public hearing, the clerk of the legislative body shall file a certified copy of the resolution with the Executive Officer. The resolution must include all of the information specified for a petition (see 56700) and must include a plan for services pursuant to 56653. The plan for services must also include (56824.12):
 - A. The total estimated cost to provide the new or different function or class of services;
 - B. The estimated cost of the new or different function or class of service to customers;
 - C. An identification of the existing providers and the potential fiscal impacts to the customers of the existing providers;
 - D. A plan for financing the new or different function or class of service; and

- E. Alternatives for the establishment of the new or different function or class of service.

Commission Proceedings

The Commission shall conduct a public hearing and shall review and approve or disapprove with or without amendments, wholly, partially, or conditionally the proposal for the establishment of a new or different function or class of service. In approving a new or different function or class of service, San Diego LAFCO may restrict the provision of the new or different function or class of service to a geographically specific area within the district. If the Commission imposes this restriction, any subsequent extension or enlargement of the service area will be subject to LAFCO review.

Conducting Authority Protest Proceedings

There are no protest proceedings in conjunction with the establishment of a new or different function or class of service, or the extension or enlargement of the service area.

Article 1.5

NEW OR DIFFERENT SERVICES

Section	Section
56824.10. Initiation of proceedings.	56824.14. Hearing; commission review of proposals.
56824.12. Resolution of application by district; plan for services; hearing.	

Article 1.5 was added by Stats.2001, c. 667 (A.B.948), § 13.5.

§ 56824.10. Initiation of proceedings

Commission proceedings for the exercise of new or different functions or classes of services by special districts may be initiated by a resolution of application in accordance with this article.

(Added by Stats.2001, c. 667 (A.B.948), § 13.)

§ 56824.12. Resolution of application by district; plan for services; hearing

(a) A proposal by a special district to provide a new or different function or class of services within its jurisdictional boundaries shall be made by the adoption of a resolution of application by the legislative body of the special district and shall include all of the matters specified for a petition in Section 56700, and be submitted with a plan for services prepared pursuant to Section 56653. The plan for services for purposes of this article shall also include all of the following information:

(1) The total estimated cost to provide the new or different function or class of services within the special district's jurisdictional boundaries.

(2) The estimated cost of the new or different function or class of services to customers within the special district's jurisdictional boundaries. The estimated costs may be identified by customer class.

(3) An identification of existing providers, if any, of the new or different function or class of services proposed to be provided and the potential fiscal impact to the customers of those existing providers.

(4) A plan for financing the establishment of the new or different function or class of services within the special district's jurisdictional boundaries.

(5) Alternatives for the establishment of the new or different functions or class of services within the special district's jurisdictional boundaries.

(b) The clerk of the legislative body adopting a resolution of application shall file a certified copy of that resolution with the executive officer. Except as provided in subdivision (c), the commission shall process resolutions of application adopted pursuant to this article in accordance with Section 56824.14.

(c)(1) Prior to submitting a resolution of application pursuant to this article to the commission, the legislative body of the special district shall conduct a public hearing on the resolution. Notice of the hearing shall be published pursuant to Sections 56153 and 56154.

(2) Any affected local agency, affected county, or any interested person who wishes to appear at the hearing shall be given an opportunity to provide oral or written testimony on the resolution.

(Added by Stats.2001, c. 667 (A.B.948), § 13.)

§ 56824.14. Hearing; commission review of proposals

(a) The commission shall review and approve or disapprove with or without amendments, wholly, partially, or conditionally, proposals for the establishment of new or different functions or class of services within the jurisdictional boundaries of a special district after a public hearing called and held for that purpose.

(b) At least 21 days prior to the date of that hearing, the executive officer shall give mailed notice of the hearing to each affected local agency or affected county, and to any interested party who has filed a written request for notice with the executive officer. In addition, at least 21 days prior to the date of that hearing, the executive officer shall cause notice of the hearing to be published in accordance with Section 56153 in a newspaper of general circulation that is circulated within the territory affected by the proposal proposed to be adopted.

(c) The commission may continue from time to time any hearing called pursuant to this section. The commission shall hear and consider oral or written testimony presented by any affected local agency, affected county, or any interested person who appears at any hearing called and held pursuant to this section.

(Added by Stats.2001, c. 667 (A.B.948), § 13.)

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JUNE 11, 2003

**AGENDA ITEM
F
JUNE 11, 2003**

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 May 28, 2003, Regular Board meeting
Minutes of June 4, 2003, Study Session

WARRANTS JUNE 11, 2003

**AGENDA ITEM
F-1
JUNE 11, 2003**

HAND WRITTEN CHECKS

18627 06-04-03 NEXT DAY SIGNS 248.91

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
8175	06/06/03	EMP01	EMPLOYMENT DEVELOP DEPT	388.92	.00	388.92	A30602	STATE INCOME TAX
8176	06/06/03	MID01	MIDSTATE BANK-PR TAX DEP	1540.03	.00	1540.03	A30602	FEDERAL INCOME TAX
				434.18	.00	434.18	1A30602	MEDICARE (FICA)
			Check Total.....:	1974.21	.00	1974.21		
8177	06/06/03	MID02	MIDSTATE BANK - DIRECT DP	13345.64	.00	13345.64	A30602	NET PAY DEDUCTION
8178	06/06/03	PER01	PERS RETIREMENT	2307.06	.00	2307.06	A30602	PERS PAYROLL REMITTANCE
				69.03	.00	69.03	1A30602	MILITARY SERVICE CR
			Check Total.....:	2376.09	.00	2376.09		
8179	06/06/03	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A30602	WAGE ASSIGNMENT
8180	06/06/03	STA01	STATE STREET GLOBAL	735.00	.00	735.00	A30602	DEFERRED COMP
008181	06/04/03	BLA01	BLAIR, ROBERT L	100.00	.00	100.00	060403	STUDY SESSION 6/4/03
008182	06/04/03	STA02	STATE WORKERS' COMP FUND	2105.24	.00	2105.24	MAY 2003	W/C INSURANCE-MAY
008183	06/04/03	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	060403	STUDY SESSION 6/4/03
8184	06/04/03	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	060403	STUDY SESSION 6/4/03
008185	06/04/03	WIN01	WINN, MICHAEL	100.00	.00	100.00	060403	STUDY SESSION 6/4/03
008186	06/04/03	WIR02	WIRSING, JUDY	100.00	.00	100.00	060403	STUDY SESSION 6/4/03
008187	06/11/03	ADV01	ADVANTAGE ANSWERING PLUS	82.95	.00	82.95	52923	PAGING SYSTEM
008188	06/11/03	BEA01	BRUCE BEAUDOIN & ASSOC	240.00	.00	240.00	9700-1	PARK EASEMENT
008189	06/11/03	BLA01	BLAIR, ROBERT L	100.00	.00	100.00	061103	REG BD MEETING
008190	06/11/03	COM02	COMMUNICATION SOLUTIONS	1719.00	.00	1719.00	3155	JUNIPER LIFT STN MAINT
				1719.00	.00	1719.00	3156	TEFFT ST LIFT STN MAINT
			Check Total.....:	3438.00	.00	3438.00		
008191	06/11/03	COU01	COURIER SYSTEMS	90.00	.00	90.00	112883	LAB PICKUP
008192	06/11/03	CRE01	CREEK ENVIRONMENTAL LABS	30.00	.00	30.00	K1934	BL WWTP LAB
				30.00	.00	30.00	K1959	BL WWTP LAB
				30.00	.00	30.00	K2004	BL WWTP LAB
				30.00	.00	30.00	K2024	BL WWTP LAB
			Check Total.....:	120.00	.00	120.00		
008193	06/11/03	DEW01	J B DEWAR INC	171.57	.00	171.57	342826	SUNDALE WELL OIL
				130.57	.00	130.57	745547	SUPPLIES FOR SUNDALE WELL
			Check Total.....:	302.14	.00	302.14		
008194	06/11/03	DWI01	DWIGHT'S AUTOMOTIVE	449.21	.00	449.21	17297	WATER PUMP 99 DODGE
				10.00	.00	10.00	17362	TIRE REPAIR 96 FORD
			Check Total.....:	459.21	.00	459.21		
008195	06/11/03	FER01	FERGUSON ENTERPRISES INC	179.83	.00	179.83	50178	SUPPLIES
008196	06/11/03	FGL01	FGL ENVIRONMENTAL	254.40	.00	254.40	304370	BL WWTP LAB
				41.80	.00	41.80	304670	NIPOMO WWTP LAB
				41.80	.00	41.80	304671	SL WWTP LAB
			Check Total.....:	338.00	.00	338.00		
008197	06/11/03	GLM01	GLM, INC.	260.00	.00	260.00	34003-503	LANDSCAPE MAINT - OFFICE
				90.00	.00	90.00	72004-503	LANDSCAP MAINT - BL
			Check Total.....:	350.00	.00	350.00		

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
008198	06/11/03	GMA01	GMAC COMMERCIAL MORTGAGE	11225.00	.00	11225.00	24520-4-3	956-13-3986
008199	06/11/03	GRO01	GROENIGER & CO	109.72 91.29	.00 .00	109.72 91.29	17449T 17726T	METER LIDS MISC SUPPLIES
			Check Total.....	201.01	.00	201.01		
008200	06/11/03	IKO01	IKON OFFICE SOLUTIONS	47.20	.00	47.20	16269084	COPIER MAINT
008201	06/11/03	LEX01	LEXIS NEXIS	1484.99	.00	1484.99	63500450	DIST CODE UPDATE
008202	06/11/03	LIQ01	LIQUID HANDLING SYSTEMS	5836.96	.00	5836.96	105106305	PUMP
008203	06/11/03	MIS01	MISSION UNIFORM SERVICE	274.90	.00	274.90	1939512	UNIFORMS
008204	06/11/03	NIC01	NICKSON'S MACHINE SHOP	402.25 426.62 1468.77 445.40	.00 .00 .00 .00	402.25 426.62 1468.77 445.40	68678 68679 68720 68743	BACKHOE MAINT SKIP LOADER MAINT SUNDALE WELL MAINT SUNDALE WELL MOTOR MAINT
			Check Total.....	2743.04	.00	2743.04		
008205	06/11/03	NIP01	NIPOMO ACE HARDWARE INC	144.87	.00	144.87	381751	MISC SUPPLIES
008206	06/11/03	NIP03	NIPOMO SHELL	848.01	.00	848.01	174684	GASOLINE
008207	06/11/03	PAC01	PACBELL/WORLDCOM	65.99	.00	65.99	T1382718	PHONE
008208	06/11/03	PER05	PERFORMANCE METER, INC	10150.14 774.44	.00 .00	10150.14 774.44	6347 6360	FIREFLY UNITS ADDED TO ME KNOLLWOOD IRRIGATION METER
			Check Total.....	10924.58	.00	10924.58		
008209	06/11/03	PGE01	P G & E	38569.41	.00	38569.41	053003	ELECTRICITY 4449664603-E
008210	06/11/03	PIO01	PIONEER EQUIPMENT CO	11.72	.00	11.72	GP41062	MISC PARTS
008211	06/11/03	PLA01	PLATINUM PLUS FOR BUSINES	10.66	.00	10.66	061703	MISC SUPPLIES
008212	06/11/03	PRE01	PRECISION JANITORIAL	275.00	.00	275.00	114	MAY JANITORIAL SERVICE
008213	06/11/03	PUL01	PULITZER CENTRAL COAST NP	132.00	.00	132.00	148574	NOTICE TO CONTRACTORS - T
008214	06/11/03	QUI01	QUILL CORPORATION	-13.40 151.31 17.66	.00 .00 .00	-13.40 151.31 17.66	687866C 1725272 1751795	CREDIT MEMO MISC SUPPLIES SUPPLIES
			Check Total.....	155.57	.00	155.57		
008215	06/11/03	RIC01	RICHARDS, WATSON, GERSHON	54217.80	.00	54217.80	127041	WATER RIGHTS ADJUDICATION
008216	06/11/03	RUS02	RICHARD C RUSSELL	2150.00	.00	2150.00	17	SUNDALE WELL HOUSE RECONS
008217	06/11/03	SAN01	SANTA MARIA TIRE INC	275.30	.00	275.30	413530	VEHICLE MAINT
008218	06/11/03	THE01	THE GAS COMPANY	51.15 7802.72	.00 .00	51.15 7802.72	052003 053003	0623516094-9 OFFICE HEAT SUNDALE WELL GAS 08619205
			Check Total.....	7853.87	.00	7853.87		
008219	06/11/03	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	061103	REG BD MEETING
008220	06/11/03	USP01	U S POSTAL SERVICE	25.85 185.00 500.00	.00 .00 .00	25.85 185.00 500.00	053003 053103 061103	STAMPED ENVELOPES STAMPED ENVELOPES POSTAGE METER
			Check Total.....	710.85	.00	710.85		
008221	06/11/03	VER01	VERIZON	29.51 31.29	.00 .00	29.51 31.29	MAY 03 MAY 2003	343-6061 BL PHONE 343-2397 BL PHONE
			Check Total.....	60.80	.00	60.80		
008222	06/11/03	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	61103	REG BD MEETING
008223	06/11/03	WIN01	WINN, MICHAEL	100.00	.00	100.00	61103	REG BD MEETING
008224	06/11/03	WIR02	WIRSING, JUDY	100.00	.00	100.00	061103	REG BD MEETING
008225	06/11/03	VA005	ARELLANO, BRENDA	27.40	.00	27.40	000A30601	MQ CUSTOMER REFUND
008226	06/11/03	VA006	ASHWOOD CONSTRUCTION,	464.71	.00	464.71	000A30601	MQ CUSTOMER REFUND
008227	06/11/03	VB002	R BAKER INC,	474.65	.00	474.65	000A30601	MQ CUSTOMER REFUND
008228	06/11/03	VF002	CALIFORNIA PROPERTY MGMT,	39.00	.00	39.00	000A30601	MQ CUSTOMER REFUND
008229	06/11/03	VL002	LONESTAR ENGINEERING,	454.65	.00	454.65	000A30601	MQ CUSTOMER REFUND

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

MAY 28, 2003

REGULAR MEETING 9:00 A.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

MICHAEL WINN, **PRESIDENT**
JUDITH WIRSING, **VICE PRESIDENT**
ROBERT BLAIR, **DIRECTOR**
CLIFFORD TROTTER, **DIRECTOR**
LARRY VIERHEILIG, **DIRECTOR**

STAFF

DOUG JONES, **GENERAL MANAGER**
DONNA JOHNSON, **BOARD SECRETARY**
JON SEITZ, **GENERAL COUNSEL**

A. CALL TO ORDER AND FLAG SALUTE

President Winn called the meeting to order at 9:00 a.m. and led the flag salute.

B. ROLL CALL

At Roll Call, all Board members were present.

C. PUBLIC COMMENTS PERIOD PUBLIC COMMENTS

There was no public comment.

D. ADMINISTRATIVE ITEMS

D-1) REVIEW CITY INCORPORATION STUDY – MR. DAVIS Verbal update report on Incorporation Study

Michael Davis of the Davis Corporation, Sacramento discussed with the Board the steps planned for the incorporation feasibility study. He states that his partner, Tom Sinclair, will be helping him.

The following members of the public spoke:

Bill Sommermeyer, Inside District resident – He commended the Board for taking steps toward incorporation. He offered the services of his partner Jim McGillis and himself for helping with the study.

Bob Beedle, District resident – He stated that he wasn't sure if Blacklake should be inside the city if it is established.

Ed Eby, District resident – He stated that he was pleased with the detail in the work plan. He questioned the community meetings, Stage 1 boundary, etc.

Guy Murray, District resident - He commended the Board for moving forward with the study and offered his help. Mr. Murray stated that getting information from the State Board of Equalization was difficult.

Mr. Davis discussed the possible boundary to be considered. He will bring back some options the next time he comes to a meeting. He answered some questions from the public comments. There was no Board action necessary.

D-2) MARIA VISTA LIFT STATION/FORCE MAIN REIMBURSEMENT AGREEMENT Developer agreement to provide CEQA, Right-of-Way and engineering design

Jon Seitz, District Legal Counsel, explained the reimbursement agreement between the Maria Vista developer and the District.

The following member of the public spoke:

Ed Eby, District resident – Mr. Eby asked who is the lead agency and who is the responsible agency?

Mr. Seitz explained that NCS D would be the lead agency regarding the incorporation study. The consultants will analyze who the responsible party will be.

D-2) MARIA VISTA LIFT STATION/FORCE MAIN REIMBURSEMENT AGREEMENT (CONTINEUD)
Director Wirsing stated that she could not support this project. She felt that the project had problems from the beginning. Director Trotter was in favor of the project. Upon motion of Director Trotter and seconded by Director Blair, the Board approved the reimbursement agreement between NCSD and Maria Vista developer. Director Vierheilig supports the project with reluctance. There was no public comment. Vote 4-1 with Director Wirsing voting no.

D-3) AGREEMENT FOR LEGAL SERVICES – MARIA VISTA
Legal services for CEQA compliance for sewer line extension
The Board discussed the agreement for legal services for CEQA compliance for a sewer line extension for the Maria Vista development. Upon motion of Director Vierheilig and seconded by Director Trotter, the Board approved the agreement with Richards, Watson and Gershon. Vote 4-1 with Director Wirsing voting no and Director Blair abstaining.

D-4) OLDE TOWNE WATER/SEWER SERVICES FUNDING AGREEMENT
Review agreement between NCSD & SLO Co. for funding service connections
The Board discussed the agreement between NCSD and SLO County for funding service connections on Tefft Street. The Board directed staff to modify the agreement for clarification of some issues.

D-5) REQUEST FOR RENEWAL OF INTENT-TO-SERVE FOR SERVICE – TRACT 2393 (NEWDOLL)
Request for water and sewer service for an 8-lot development at Grande & Cyclone St.
The following member of the public spoke:
Bill Sommermeyer, Nipomo resident and engineer for Mr. Newdoll's project- He requested approval of the service for Tract 2393.
Upon motion of Director Blair and seconded by Director Vierheilig, the Board unanimously approved the renewal of an Intent-to-Serve letter for Tract 2393 with conditions, as outlined in the Board letter. Vote 5-0

E. OTHER BUSINESS

E-1) DRAFT FY 2003-2004 DISTRICT BUDGET
Set a study session time to review the proposed budget
The Board agreed to schedule a Study Session for Tuesday, June 3, 2003 at 9:00 a.m. to discuss the proposed budget. There was no public comment.

{Due to conflicts, the meeting was changed to June 4, 2003 at 9:00 a.m.}

E-2) REVIEW BOARD OF DIRECTORS MEETING TIME
Consider possible change of Board of Directors meeting to the evening
The Board discussed the possibility of changing the Board meeting time to 9:30 a.m. or having one evening meeting per month. The Board tentatively agreed to change the meetings to the second and fourth Wednesdays rather than the first and third with the time to remain at 9:00 a.m. There was no public comment.

F. CONSENT AGENDA

- F-1) WARRANTS [RECOMMEND APPROVAL]
- F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Minutes of May 14, 2003, Regular Board meeting
- F-3) CORRECTION OF A RESOLUTION NUMBER
Correct the number of a resolution

Upon motion of Director Blair and seconded by Director Vierheilig, the Board approved the items on the Consent Agenda. There was no public comment. Vote 5-0

RESOLUTION NO. 2003-861

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AUTHORIZING THE EXECUTION AND DELIVERY OF NOT TO EXCEED \$4,000,000 CERTIFICATES OF
PARTICIPATION AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION
THEREWITH AND CERTAIN OTHER MATTERS**

G. MANAGER'S REPORT

Doug Jones, District General Manager, presented information on the following:

G-1) BOARD OF DIRECTORS MEETING SCHEDULE MODIFICATION
Meeting schedule changed to June 11 & 25 and July 9 & 23

H. COMMITTEE REPORTS

Finance Committee (Directors Vierheilig and Trotter) met with staff. The results of the meeting were incorporated in the draft budget.

Annexation Committee (Directors Wirsing and Winn) will be meeting this week.

I. DIRECTORS COMMENTS

Director Blair applauded the trip to Arvin-Edison Water District and highly praised the staff for the excellent tour.

Director Vierheilig reported that the Nipomo Creek Watershed Steering Committee would like to have a representative from NCSD. The next meeting will be June 17th at 6:00 p. m. at the Senior Center

He also stated that NCSD should take a stand in establishing the SOI boundary regardless of cityhood.

He requested that the District's establishing authority for parks be put on a future agenda.

Director Trotter stated that his comments were made during the budget committee meeting. He also announced that the Dana Adobe Gala would be held at the Men's Club Friday, May 30 and the bar-be-que would be held Sat. May 31.

President Winn stated that the trip to Arvin-Edison was very enlightening and stimulating.

He mentioned the groundbreaking for the Olde Towne event held last Thursday. A computer disc has been prepared by the Olde Towne Association laying out architectural guidelines, etc.

Nipomo Incorporation Committee meeting will be held May 28, 2003, at 6:30 p.m. in the NCSD Board room and will focus on the Harley Davidson Co. presentation.

He stated that the discussion of the Sphere of Influence is on-going facilitated by LAFCO regarding a Memorandum of Agreement between the NCSD Board and the SLO County Board of Supervisors concerning what kind of services might be extended west of the URL and commitments from the County not to move the URL. The matter will be brought back to the NCSD Board.

Jon Seitz, District Legal Counsel, announced the need to have Closed Session to discuss matters on the following agenda. There was no public comment on the items listed for Closed Session. The Board adjourned to 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. WATER LINE EASEMENT ACROSS COUNTY PARK - DISTRICT NEGOTIATOR - DOUG JONES, CONFERENCE WITH NEGOTIATOR GC§54956.8 COUNTY NEGOTIATOR - PETE JENNY, REGARDING TERMS & PRICE.

C. ANTICIPATED/INITIATE LITIGATION. ONE CASE

The Board came back into Open Session and had no reportable action.

ADJOURN

President Winn adjourned the meeting at 11:13 a.m.

The regular meeting of June 4, 2003 has been canceled.
The meeting has been rescheduled to Wednesday, June 11, 2003.

MINUTES SUBJECT TO BOARD APPROVAL

NIPOMO COMMUNITY SERVICES DISTRICT



MINUTES

SPECIAL MEETING STUDY SESSION

JUNE 4, 2003 WEDNESDAY 9:00 A. M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

BOARD MEMBERS

MICHAEL WINN, **PRESIDENT**
JUDITH WIRSING, **VICE PRESIDENT**
ROBERT BLAIR, **DIRECTOR**
CLIFFORD TROTTER, **DIRECTOR**
LARRY VIERHEILIG, **DIRECTOR**

STAFF

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

CALL TO ORDER AND FLAG SALUTE

President Winn called the meeting to order at 9:05 a.m. and led the flag salute.

ROLL CALL

At Roll Call, all Board members were present.

Public Comment on Agenda Items

There was no public comment.


ADMINISTRATIVE ITEM

REVIEW FISCAL YEAR 2003-2004 DRAFT BUDGET

There was no public comment.

ADJOURN

President Winn adjourned the meeting at 11:09 a.m.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JUNE 11, 2003

AGENDA ITEM
GI
JUNE 11, 2003

MANAGER'S REPORT

ITEM

CSA-1 NIPOMO LIGHTING REORGANIZATION – DISSOLUTION STATUS REPORT

Review status of NCSD taking over CSA-1 and Nipomo lighting

BACKGROUND

The County and NCSD are reviewing the feasibility of NCSD taking over County Service Area No. 1 (Galaxy Park sewers), Nipomo Lighting District and various drainage facilities in the area.

Enclosed is a letter to LAFCO and a memo from LAFCO on the above subject.

RECOMMENDATION

This is an information item.

Board 2003/Nipomo Lighting Reorganization.DOC

LAFCO • The Local Agency Formation Commission
Serving the Area of San Luis Obispo County

Memo

RECEIVED

MAY 15 2003

COUNTY SERVICES DISTRICT

COMMISSIONERS

CAROLYN MOFFATT, Chair
Special District Member

SHIRLEY BIANCHI, Vice Chair
County Member

WENDY SCALISE
City Member

BARBARA MANN
Special District Member

DUANE PICANCO
City Member

RICHARD ROBERTS
Public Member

MICHAEL P. RYAN
County Member

ALTERNATES

KATCHO ACHADJIAN
County Member

STAN GUSTAFSON
Special District Member

TOM MURRAY
Public Member

ALLEN SETTLE
City Member

STAFF

PAUL L. HOOD
Executive Officer

RAY BIERING
Legal Counsel

DAVID CHURCH
LAFCO Analyst

LEAHA K. MAGEE
Clerk to the Commission

To: Doug Jones, NCSO General Manager
Jon Seitz, NCSO Counsel

Paavo Ogren, County Public Works

Mark Sullivan, County Public Works

From: Paul Hood, LAFCO *PH*

Date: May 8, 2003

Re: CSA 1/Nipomo Lighting District Reorganization – Dissolution and Annexation Work Plan

This memorandum is to clarify the current understanding with regard to dissolving CSA 1 and the Lighting District and annexing these into the NCSO. After discussions with the NCSO and the County, there is conceptual agreement that the sewer and drainage facilities in CSA 1 as well as the Lighting District should be dissolved and annexed into the District. To facilitate the process of dissolution and annexation of the CSA 1 we suggest that the following steps be taken:

1. The County Public Works Department shall submit information to LAFCO for the purpose of the NCSO evaluating the financial and physical condition of the facilities. A listing of information requested by the NCSO is attached.

Due Date: July 1, 2003

Outcome: information Package submitted to LAFCO

2. The District will review the information package and inform LAFCO in writing with regard to adequacy of the information provided and the need for any additional data to complete their evaluation. The NCSO shall also identify their estimated costs of providing services and compare those with the County's current expenses for the same services. Any cost savings or increases should be noted.

Due Date: August 30, 2003

Outcome: Completeness review of the Information Package and cost analysis by NCSO.

1042 Pacific Street, Suite A • San Luis Obispo, California 93401
Phone: 805.781.5795 Fax: 805.788.2072
www.slolafco.com

3. If necessary, a meeting will be held to discuss the information reviewed by the NCSD staff. If more (or less) information is necessary to complete the NCSD's evaluation of the facilities this shall be clarified and discussed.

Due Date: TBD

Outcome: Clarification of Information Needs

4. A joint resolution of application to dissolve CSA 1 shall be considered by the Board of Supervisors and the NCSD Board of Directors and submitted to LAFCO upon approval. LAFCO staff shall draft the resolution in consultation with the County and District.

Due Date: September 30, 2003

Outcome: Joint Resolution of Application filed by the NCSD/County

5. A meeting to facilitate the completion of the application shall be conducted. The County and NCSD shall work together to prepare and submit an application for reorganization. The payment of fees shall be the responsibility of the County and the District. An equitable arrangement for fee payment shall be negotiated.

Due Date: October 31, 2003

Outcome: A completed application for reorganization

6. LAFCO will process the proposal in an expeditious manner and submit it to the Commission for consideration.

Due Date: November meeting

Outcome: Dissolution of CSA 1 and Lighting District, Annexation of specified areas into the NCSD

NIPOMO COMMUNITY

BOARD MEMBERS

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



SERVICES DISTRICT

STAFF

DOUGLAS JONES, GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL
LEE DOUGLAS, OPERATIONS SUPERVISOR

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

May 13, 2003

David Church
SLO LAFCO
1042 Pacific Street, Ste. A
San Luis Obispo, CA 93401

- Re: 1) Annexation CSA-1
Galaxy Park
2) Municipal Service Review
3) Nipomo Street Lighting District

Dear David:

It is our understanding that the County provides the following municipal services within CSA-1:

- A. Sewer Service:
Including the operation and maintenance obligations of sewer mains located within public streets. Pursuant to contract, treatment is provided by the NCSD.
- B. Drainage:
Including the operation and maintenance of drainage ponds and associated collection systems.
- C. Streetlighting:
Including the operation and maintenance obligations associated with street lights.
- D. Landscape Maintenance:
Including the operation and maintenance obligations associated with a landscape maintenance district.

Mr. Church
SLO LAFCO
May 13, 2003
Page 2 of 4

Part and parcel of the annexation process will include NCSD approval of the precise obligations that are to be transferred, the associated budgets (i.e., operation and maintenance budget and depreciation/replacement budgets) and the source of income for each of the services to be transferred (i.e., property tax, assessment districts, rates and charges and special taxes).

The District would expect LAFCO to approve/recognize the appropriate budget classifications as part of the Municipal Service Review process. This will facilitate the District establishing its accounting records for each of the services to be transferred to the District.

In order for the District to commence its review of the Annexation proposal, the District requests the County to make the following initial submittals to LAFCO and the District as soon as possible:

- A. The Resolutions and Ordinances that establish CSA-1 and authorized services.
- B. Sewer, Streetlighting and Landscape Maintenance within CSA -1:
 - 1. Resolutions/Ordinances that establish or approve the service;
 - 2. Resolutions, Ordinances and Agreements that establish current rates and charges;
 - 3. Deeds, easements and encroachment permits for service infrastructure;
 - 4. Pending requests for service;
 - 5. Pending litigation (including threats of litigation);
 - 6. Mylars or other maps (hopefully digital) showing the physical location of the service infrastructure.
 - 7. As-built plans and specifications for all service infrastructure;
 - 8. The operation and maintenance budget for each of the services; and
 - 9. The replacement/depreciation accounts for each of the services.
- C. Drainage Basins:
 - 1. Resolutions, Ordinances or Agreements that establish/ or approve the County's obligation to operate and maintain each of the drainage basins and collection systems located within CSA-1;
 - 2. Resolutions/Ordinances or Agreements that establish the rates or charges for each of the drainage basins;
 - 3. Deeds, easements or encroachment permits that identify the County's ownership interest in each of the basins and collection systems;

4. A map or mylar (hopefully in digital form) that shows the physical location of each of the drainage basins and associated collection systems;
5. As-built plans and specifications for each of the drainage basins and collection systems;
6. Pending requests for the County to provide further drainage services;
7. Pending litigation (including threats of litigation) related to the drainage basins or the collection systems;
8. The operation and maintenance budget for each of the drainage basins; and
9. The replacement/depreciation accounts for each of the drainage basins;

The above information will provide a solid foundation for both the District, the County and LAFCO to proceed in evaluating the proposed annexation. The District recognizes that there are still unresolved issues to be worked out prior to final annexation approval. For example:

- Which agency would be responsible for pollution from non-source discharges entering into the various drainage basins.
- An engineer's opinion as to the current physical status of the infrastructure involved for each of the services to be transferred.
- The possibility of establishing one or more assessment districts or special tax districts to provide adequate revenue for the operation, maintenance and replacement obligations that would be associated with the services to be transferred.
- CSA-1-F leach field abandonment and revisionary clauses.
- Transfer of non-fixed assets (i.e., trucks, maintenance equipment, etc.).

Nipomo Street Lighting District:

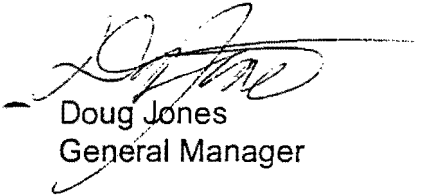
The District further understands that the County desires to transfer the Nipomo Street Lighting District to the NCSD. In order for the District to commence its review of this proposal, the District requests the County to make the submittals referenced in Subparagraph B above to LAFCO and the District as soon as possible.

Mr. Church
SLO LAFCO
May 13, 2003
Page 4 of 4

It is the District's policy that it should be the service provider for those services articulated in Government Code §61600 to its residents and future annexations. The District looks forward to working with the County and the LAFCO to facilitate the annexation of CSA-1 to the District and the transfer of the Nipomo Street Lighting District

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



Doug Jones
General Manager

cc: Jon S. Seitz, District Legal Counsel
Jim Garing, District Consulting Engineer
District Board of Directors