

# NIPOMO COMMUNITY SERVICES DISTRICT

## AGENDA

JUNE 25, 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 2003-866
- 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) DRAFT MEMORANDUM OF AGREEMENT ON SPHERE OF INFLUENCE (SOI)  
Review draft agreement between SLO County and NCSD on District SOI boundary
  - D-2) REQUEST FOR SERVICE – TRACT 2561 (BURNSED)  
Request for water & sewer service for an 8-parcel development on So. Frontage Rd.
  - D-3) REQUEST FOR SERVICE – TRACT 2398 – (NEWDOLL)  
Request for water and sewer service for an 8-lot development between Tejas & Martha
  - D-4) OLDE TOWNE WATER AND SEWER SERVICE FUNDING AGREEMENT  
Review/approve an agreement between NCSD & SLO County for funding service connections
  - D-5) AGREEMENT FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF VINTAGE STREET LIGHTS FOR OLDE TOWNE  
Review draft agreement between SLO County, Olde Towne Assoc and NCSD
- E. OTHER BUSINESS
- E-1) INCORPORATION STUDY UPDATE AND BOUNDARY REVIEW BY THE DAVIS COMPANY  
Review proposed city boundaries for city incorporation feasibility study
  - E-2) AMENDMENT TO BOARD OF DIRECTORS BY-LAWS  
Resolution changing Board of Directors meeting to the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of the month
  - E-3) DISTRICT INSTALLED SEWER LINE REIMBURSEMENT  
Review reimbursement cost for sewer line in the Story Rd. & Meredith extension
- F. CONSENT AGENDA *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*
- F-1) WARRANTS [RECOMMEND APPROVAL]
  - F-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]  
Minutes of June 11, 2003, Regular Board meeting
  - F-3) ACCEPTANCE OF WATER and SEWER IMPROVEMENTS–TRACT 2432 (GEIHS) (REC. APPROVAL)  
Resolution accepting water and sewer improvements for an 8-lot development on Butterfly Lane
- G. MANAGER'S 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 – GENERAL MANAGER GC \$54956.7
  - E. PUBLIC EMPLOYEE ANNUAL EVALUATION – LEGAL COUNSEL GC \$54956.7

### ADJOURN

The regular meeting of July 2, 2003 has been canceled.  
The meeting has been rescheduled to Thursday, July 10, 2003.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 9, 2003

**AGENDA ITEM**

D1

**JULY 9, 2003**

DRAFT MEMORANDUM OF AGREEMENT ON SPHERE OF INFLUENCE (SOI)

**ITEM**

Review draft Memorandum of Agreement (MOA) between SLO County and NCSD on District proposed SOI boundary

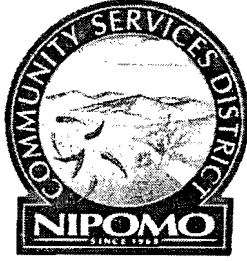
**BACKGROUND**

The Local Agency Formation Commission (LAFCO) is in the process of reviewing NCSD's proposed Sphere of Influence (SOI). Since the District does not have land use powers and the County does, this agreement outlines specific guidelines with respect to the District's Sphere of Influence and proposed land use changes by the County.

The attached draft is presented to your Honorable Board for review and comments. Any changes the Board desires may be incorporated into the MOA.

**RECOMMENDATION**

After your Honorable Board reviews the MOA, you may direct staff to make modifications or approve the agreement as it is. A resolution would be brought back to the next regular Board meeting for approval of the MOA.



## NIPOMO COMMUNITY SERVICES DISTRICT

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

---

---

### MEMO

TO: BOARD OF DIRECTORS AND JON SEITZ

FROM: DOUG JONES

DATE: JUNE 6, 2003

RE: NCSD - COUNTY MEMORANDUM OF AGREEMENT  
SPHERE OF INFLUENCE

Enclosed for your review is a Memorandum of Agreement in which the Nipomo Community Services District and the San Luis Obispo County has been discussing with respect to the District's Sphere of Influence. The LAFCO staff has been administrating this agreement and has produced a draft for the Board's review. It is anticipated that this item may be on the June 25<sup>th</sup> meeting for the Board's review and approval. Any comments or questions on the proposed draft MOA should be submitted to staff prior to the June 25<sup>th</sup> NCSD Board of Directors meeting.

Sphere of Influence/MOA

**MEMORANDUM OF AGREEMENT  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT AND  
THE COUNTY OF SAN LUIS OBISPO  
REGARDING THE NCSD'S SPHERE OF INFLUENCE**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the Nipomo Community Services District (hereafter "District") and the County San Luis Obispo County (hereafter "County").

**WITNESSETH**

WHEREAS, the Cortese/Knox/Hertzberg Act ("the Act" Government Code 56000 et Seq.) requires the Local Agency Formation Commission (LAFCO) to update the Spheres of Influence for all applicable jurisdiction's in the County every five years; and

WHEREAS, the District and the County enter into this agreement with the common goals of preserving and protecting the rural character of Nipomo, identifying areas of potential urban and suburban growth using the existing South County Area Plan (SCAP), implementing the District's annexation policies, and planning for future resource and service needs; and

WHEREAS, Section 56001 of the Act declares that it is the policy of the state to encourage orderly growth and development which are essential to the social, fiscal, and economic well being of the state; and

WHEREAS, the purposes of the Local Agency Formation Commission as stated in Section 56301 of the Government Code are to discourage urban sprawl, preserve open space and prime agriculture lands, efficiently provide government services, and to encourage the orderly formation and development of local agencies based upon local conditions and circumstances; and

WHEREAS, Section 56425 of the Government Code states that LAFCO shall

determine the sphere of influence of each local government agency within the county and enact policies designed to promote the logical and orderly development of areas within the sphere; and

WHEREAS, a Sphere of Influence is defined by Government Code Section 56076 as a “plan for the probable physical boundaries and service area of a local agency, as determined by the Local Agency Formation Commission”, and is further defined as a 20 year growth boundary for a jurisdiction’s physical development in SLO LAFCO’s Policies and Procedures; and

WHEREAS, the District and the County voluntarily enter into this agreement for the purpose of enhancing and promoting the orderly and logical development of the Nipomo Community; and

WHEREAS, while this agreement clarifies the intent and purpose of the District’s and the County’s policies regarding the Sphere of Influence, the agreement does not establish the Sphere of Influence for the District; and

WHEREAS, the County, through the Inland South County Area Plan adopted in 1994, has established an Urban Reserve Line for the unincorporated community of Nipomo that identifies the areas of urban and suburban development for the community; and

WHEREAS, the District and County have reached an agreement regarding the intent and purpose of the District’s Sphere of Influence and the County’s Urban Reserve Line as described in Exhibit A, Provisions; and

WHEREAS, the Sphere of Influence Boundary shall be established by the Local Agency Formation Commission based on the evaluation of the eight Study Areas shown in Exhibit B and may include all of the eight areas, a combination of Study Areas, a portion of some areas, or other configuration as approved by LAFCO. (Exhibit B is not intended

**DRAFT - 6/6/2003**

**DRAFT**

to be the proposed Sphere of Influence and this agreement does not establish the Sphere of Influence.)

NOW, THEREFORE, the parties agree as follows:

1. The provisions found in Exhibit A are intended to clarify the relationship and definition of the District's Sphere of Influence and the County's Urban Reserve Line respectively.
2. The provisions found in Exhibit A are intended to provide the District and the County with a basis for evaluating future annexation proposals for the areas in the District's Sphere of Influence and do not supersede or limit either agencies mission or legislatively established function.
3. The parties agree that the above recitals are true and correct.

**DRAFT - 6/6/2003**

**DRAFT**

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

\_\_\_\_\_  
Chair, Board of Supervisors  
County of San Luis Obispo

APPROVED AS TO FORM AND LEGAL EFFECT:

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

\_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
County Clerk Recorder

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Exhibit A**  
**PROVISIONS**

The following provisions are agreed to and shall be used by the District and the County to guide the development decisions within the Sphere of Influence as eventually approved by the San Luis Obispo Local Agency Formation Commission.

1. **Intent.** It is the intent of the District and the County to work cooperatively towards the goals of preserving and protecting the rural character of the Nipomo area by: identifying areas of potential urban and suburban growth using the existing South County Area Plan (Inland, adopted 1994); implementing the District's annexation policies and procedures; and planning for future resource and service needs. These goals shall be achieved in accordance with the Cortese/Knox/Hertzberg Act, the County's General Plan, the Policies and Procedures of the District, the California Environmental Quality Act and any other applicable laws and regulations.
2. **Term.** Upon adoption of the SOI by LAFCO, this agreement shall be reviewed, evaluated, or amended as necessary at such time as the Sphere of Influence is updated by LAFCO, or concurrent with a comprehensive update of the South County Area Plan as initiated by the County.
3. **Interagency Cooperation.** The District and the County shall work cooperatively regarding, but not limited to the following issues for the area within the Nipomo Hydrologic Subarea and Nipomo Valley as shown in Exhibit C: planning for land use, the provision of public services, utility and road rights-of-way, traffic and circulation, agricultural land and open space preservation, and General Plan Amendments. Each jurisdiction shall refer proposals, applications and actions related to the above issues to the other for review and comment prior to taking action on a proposal/project. Information about the proposal/project shall be referred immediately to the following address for review and comment:



Principal Planner, Long Range Planning  
Department of Planning and Building  
County Government Center  
San Luis Obispo, CA 93401

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

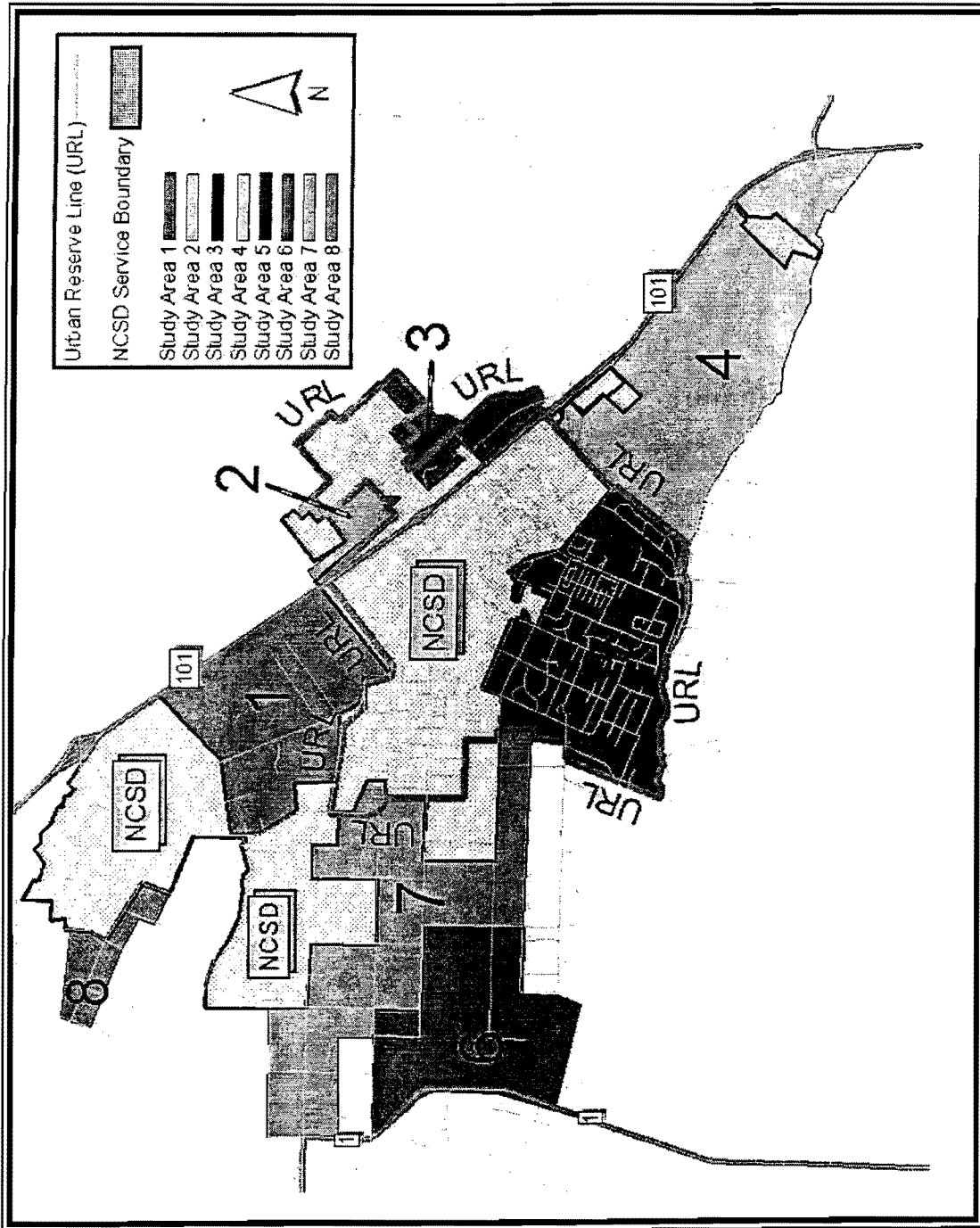
This provision shall not supersede or terminate other methods of commenting or providing feedback regarding a proposal or project, but is meant to enhance and increase interagency cooperation and communication.

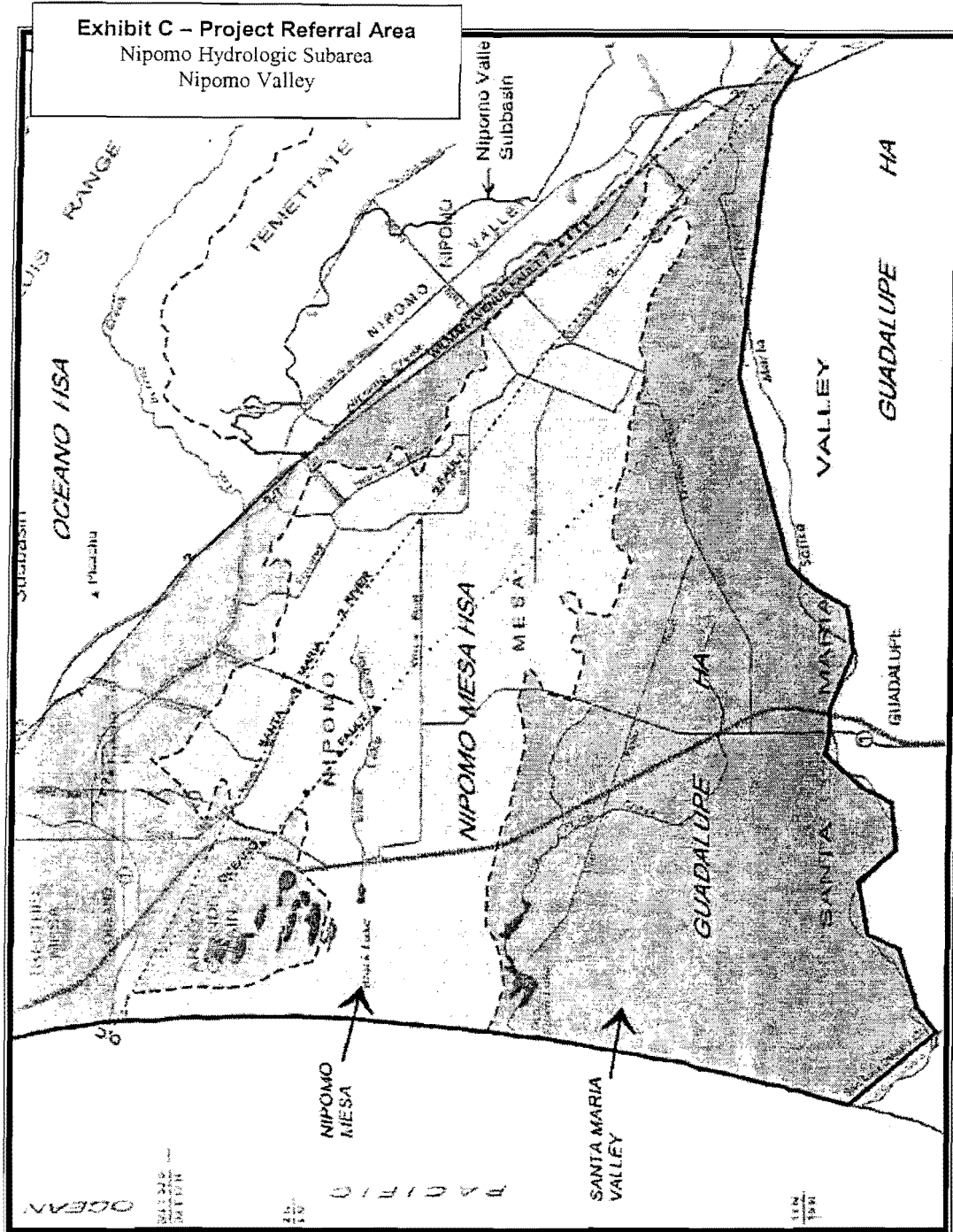
4. **Commitment by the Nipomo Community Services District.** The District, in cooperation with the County, shall work to provide efficient and effective public services to residents in the Nipomo area. The District is committed to serving the area in the Sphere of Influence (to be determined by LAFCO) as currently zoned consistent with the existing Inland South County Area Plan adopted in 1994 and as amended from time to time by the County Board of Supervisors. The District's Sphere of Influence is not intended to increase density or encourage urbanization in areas outside the Urban Reserve Line. The District does not encourage or promote projects that are inconsistent with the community's vision for Nipomo as described in the South County Area Plan. The District shall not <sup>provide</sup> future/new sewer services to areas ~~that are outside the~~ Urban Reserve Line. The District also intends to provide an adequate and reliable water supply to its existing and future customers. ✓
  
5. **Commitment by the County of San Luis Obispo.** The County shall work cooperatively with the District to efficiently and effectively provide for public services to residents in the Nipomo area. The County intends to continue implementing the existing South County Area Plan adopted in 1994 and as amended from time to time by the County Board of Supervisors. The County does not intend, nor does it promote, expanding the existing Urban Reserve Line for the purpose of increasing the density allowed on a particular parcel of land unless

approved as a General Plan Amendment by the Board of Supervisors. To the extent legally possible, the County shall discourage the creation of new Private or Mutual Water Companies, or service by such entities, if water service can be adequately and reliably provided by the District for development projects approved within the District's Sphere of Influence. The County intends to maintain the community vision, goals and policies described in the existing South County Area Plan adopted in 1994 by allowing development that is appropriate and consistent with that vision.

6. **Urban Reserve Line and Sphere of Influence.** The District's Sphere of Influence boundary and the County's Urban Reserve Line are intended to be coordinated, except in areas where an emergency water situation has been documented (i.e. Summit Station), or under circumstances when the District may be best suited to provide efficient and effective public services. The County does not intend for areas that are zoned Agriculture, Rural Lands, and Residential Rural to be included within the Urban Reserve Line. Areas that are zoned Residential Suburban, Residential Single Family, and Residential Multi-Family are intended to be within the Urban Reserve Line and should also be included in the Sphere of Influence.
  
7. **General Plan Update/Specific Plans.** The County shall undertake a comprehensive update of the South County Area Plan in approximately five years, or as directed by the County Board of Supervisors. The South County Area Plan calls for the preparation of Specific Plans to identify land uses within the areas known as Canada Ranch and the area just of Southland Street. These Specific Plans shall be prepared and adopted by the County prior to the annexation of the property into the District. The Plans shall be prepared in accordance with the County's General Plan and subject to environmental review which shall include analysis of issues related to completing the annexation, such as a reliable and adequate water supply, sewer capacity, and other services for the proposed project.

Exhibit B – Study Areas for the Sphere of Influence





TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**D2**  
**JUNE 25, 2003**

REQUEST FOR SERVICE – TRACT 2561 (BURNSED)

**ITEM**

Request for Intent-to-Serve letter for an 8-parcel development on So. Frontage between Grande & Division St.

**BACKGROUND**

The District received a request from Tim Crawford of Central Coast Engineering for water and sewer service for an 8-lot development on a half-acre parcel fronting So. Frontage between Grande and Division Streets. The project consists of 4 two-bedroom units and four (4) three-bedroom units. The estimated water use is approx. 3.3 acre feet per year plus irrigation use. The estimated wastewater is 57,000 gallons per month. The attached development shows the layout of the eight units with respect to S. Frontage Road.

Your Honorable Board may issue an Intent-to-Serve letter for Tract 2561, with the following conditions:

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

**RECOMMENDATION**

Staff recommends that your Honorable Board approve an Intent-to-Serve letter for Tract 2561 with the above mentioned conditions.



# CENTRAL COAST ENGINEERING

396 Buckley Road Suite #1, San Luis Obispo, CA 93401  
875-544-3278 Fax 805-541-3137



TRACT 2531

## TRANSMITTAL MEMORANDUM

Our Job No. 62602

Mail  Deliver

Pick-up  Fax

Total Pages

Date 5/23/03

To Doug Jones

N. Pomo Community Services District

From Tim Crawford

Regarding REQUEST FOR INTENT TO SERVE

For Approval  As Requested  For Your Use  For Review & Comment

### TRANSMITTED

Units	No. of Sheets	Description
-------	---------------	-------------

1	1	This Transmittal Memorandum
---	---	-----------------------------

1		SITE PLAN
---	--	-----------

MAY 23 2003

REMARKS THERE WILL BE APPROXIMATELY 26 PLUMBING FIXTURES  
WATER USAGE WILL BE APPROXIMATELY 3.2 AC FT. PR YR.  
SEWER USAGE WILL BE APPROXIMATELY 24,000 GAL. PR MC.

DATE 5-27-03

NIPOMO COMMUNITY SERVICES DISTRICT  
APPLICATION FOR  
INTENT-TO SERVE LETTER

- 1. SLO County Planning Department/Tract or Development No.: TRACT #2561
- 2. Project's Location: FRONTAGE RD. SOUTH OF TEFFT
- 3. Assessor's Parcel Number(APN) of lot(s) to be served: 092-381-029
- 4. Total Number of Residential Units: 8
- 5. Owner Name: BROOKS BURNESED
- 6. Business Address: \_\_\_\_\_
- 7. Mailing Address: P.O. Box 309, NIPOMO, CA
- 8. Phone Number: 459-6093
- 9. Agent's Name(Architect or Engineer): TIM CRAWFORD (CENTRAL COAST ENG.)
- 10. Mailing Address: 396 BUCKLEY RD., S.L.O.
- 11. Phone Number: 544-3278

12. Type of Use:

- Single Family Residence     Duplex     Triplex     Multi-Family
- Subdivision
- Commercial? \_\_\_\_\_ Type \_\_\_\_\_
- Remodel: (Project Description) \_\_\_\_\_

13. Applications for commercial projects, projects that exceed two (2) residential units, or multi-family projects will not be approved until the following have been submitted to the District for its review:

- a. Two (2) separate sets of site plans that show the approximate square footage of each unit, the site topography and an estimate of the number of water fixtures to serve each unit in the project; and
- b. A reduced copy of the site plan (8½" x 11")
- c. The number of plumbing fixture units
- d. An engineer or architect's estimate of monthly water and sewer and demand (in gallons per month) for the project.



NIPOMO COMMUNITY SERVICES DISTRICT  
APPLICATION FOR  
INTENT-TO SERVE LETTER  
PAGE TWO


14. The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgements or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees) judgements or liabilities resulting from the negligence or willful misconduct of the District.

Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782.

15. The undersigned acknowledges receipt of the Nipomo Community Services District Application for District Service Policy and Guidelines (attached).

16. APPLICATION FEES:  
Intent to Serve Application Processing Fee.....\$ 50.00  
(Non-refundable payment attached to this application)

Date 5/23/03

  
\_\_\_\_\_  
(Must be signed by owner or owner's agent)

Tim Crawford  
Print name

FOR DISTRICT OFFICE USE:

AMOUNT PAID 50<sup>-</sup> DATE: 5-23-03 RECEIPT# 61833

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**JUNE 25, 2003**

INTENT-TO-SERVE  
REQUEST FOR SERVICE  
TRACT 2398 (NEWDOLL)

**ITEM**

Request for water and sewer service for a 8-lot development on Tejas Place – Tract 2398

**BACKGROUND**

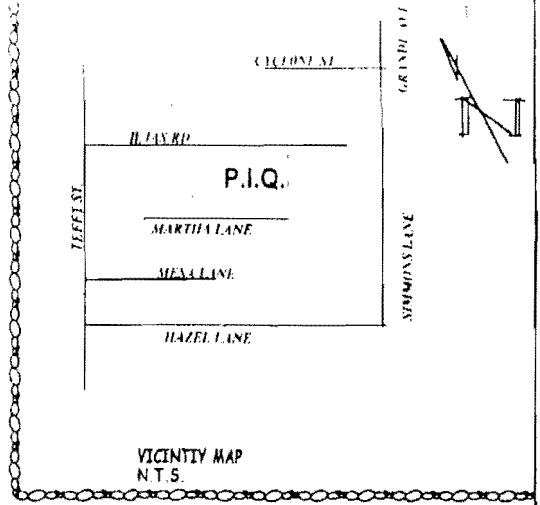
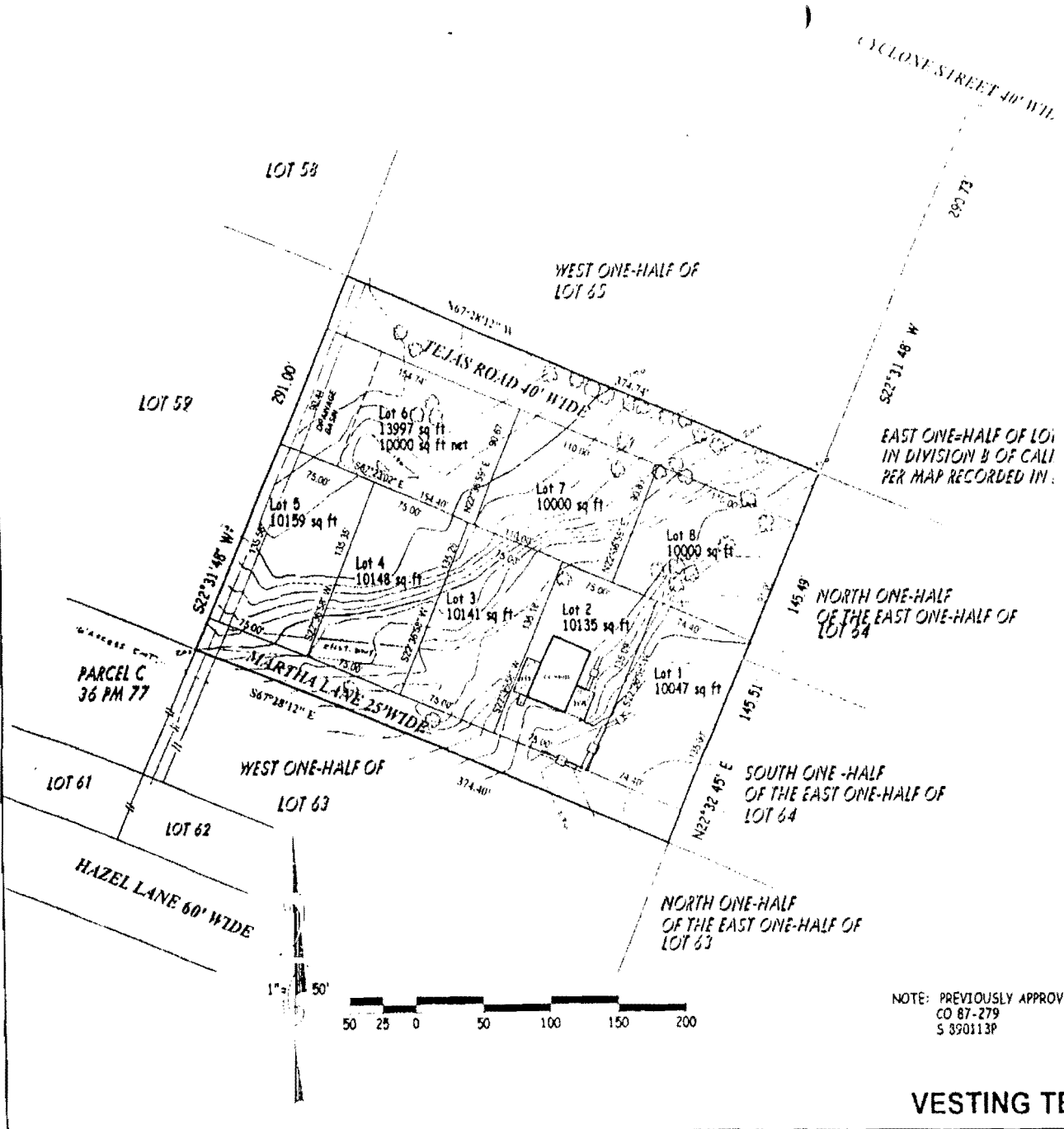
An Intent-to-Serve letter for Tract 2398 was issued July 7, 2000. This Intent-to-Serve for Tract 2398 has expired, therefore, a new application was required. An application and fee has been submitted.

Your Honorable Board may issue an Intent-to-Serve letter for Tract 2398 subject to the following conditions:

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

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the issuance of an Intent-to-Serve letter for Tract 2398 with the above mentioned conditions.



OWNER: ROBERT NEWDOLL  
P.O. BOX 364  
GROVER BEACH, CA. 93483

Surveyor: Jim McGillis,  
C/O San Luis Engineering  
P. O. Box 1127  
Arroyo Grande, Ca. 93421  
Phone: 805 489-4343



**JAMES MICHAEL MCGILLIS**  
PROFESSIONAL LAND SURVEYOR  
PO BOX 1127 ARROYO GRANDE CA 93421  
1501 ARROYO ROAD SUITE C GROVER BEACH CA 93433  
PHONE: (805) 489-4343 FAX: (805) 489-6237  
EMAIL: JAMES.MCGILLIS@THEORANGEPIE.COM

APN 92-123-007  
A proposed division of the west half of Lot 64 in Division B of the Callmex Plantation Subdivision recorded in Book 1 of Maps at Page 23 in the office of the County Recorder for San Luis Obispo County, Calif. U.S.A.

NOTE: PREVIOUSLY APPROVED UNDER  
CO 87-279  
S 390113P

**VESTING TENTATIVE TRACT MAP # 2398 1 OF 1**

FIDELITY TITLE

DATE 11 JUN 2003

NIPOMO COMMUNITY SERVICES DISTRICT  
APPLICATION FOR  
INTENT-TO SERVE LETTER

1. SLO County Planning Department/Tract or Development No.: 2398
2. Project's Location: MARtha LN
3. Assessor's Parcel Number (APN) of lot(s) to be served: 92-123-007
4. Total Number of Residential Units: 8
5. Owner Name: NEWDOLL
6. Business Address: PO Box 364 GROVER BEACH CA 93433
7. Mailing Address: SAME
8. Phone Number: 489-4457
9. Agent's Name (Architect or Engineer): SURVAYOR Jim Mc GILLIS
10. Mailing Address: PO Box 1446 NIPOMO CA 93444
11. Phone Number: 929-2941
12. Type of Use:
  - Single Family Residence     Duplex     Triplex     Multi-Family
  - Subdivision
  - Commercial? \_\_\_\_\_ Type \_\_\_\_\_
  - Remodel: (Project Description) \_\_\_\_\_

~~13.~~ Applications for commercial projects, projects that exceed two (2) residential units, or multi-family projects will not be approved until the following have been submitted to the District for its review:

- a. Two (2) separate sets of site plans that show the approximate square footage of each unit, the site topography and an estimate of the number of water fixtures to serve each unit in the project; and 2,000 SQ FT.
- b. A reduced copy of the site plan (8½" x 11")
- c. The number of plumbing fixture units 180
- d. An engineer or architect's estimate of monthly water and sewer and demand (in gallons per month) for the project. 48,000 GALS/PER MO

NIPOMO COMMUNITY SERVICES DISTRICT  
APPLICATION FOR  
INTENT-TO SERVE LETTER  
PAGE TWO

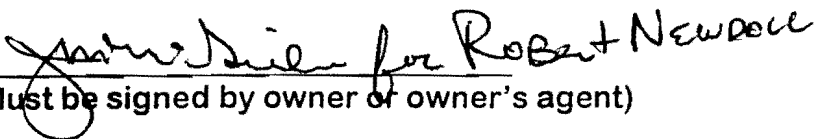
14. The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgements or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees) judgements or liabilities resulting from the negligence or willful misconduct of the District.

Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782.

15. The undersigned acknowledges receipt of the Nipomo Community Services District Application for District Service Policy and Guidelines (attached).

16. APPLICATION FEES:  
Intent to Serve Application Processing Fee.....\$ 50.00  
(Non-refundable payment attached to this application)

Date \_\_\_\_\_

  
(Must be signed by owner or owner's agent)

J.M. MCGILLIS

Print name

FOR DISTRICT OFFICE USE:

AMOUNT PAID \_\_\_\_\_ DATE: \_\_\_\_\_ RECEIPT # \_\_\_\_\_

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**JUNE 25, 2003**

**OLDE TOWNE WATER AND SEWER SERVICES FUNDING AGREEMENT**

**ITEM**

Review/approve an agreement between NCSD & SLO Co. for funding service connections  
(This item was continued from the June 11, 2003, Board meeting.)

**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.

Board 2003/Olde Towne Funding

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 1<sup>st</sup> 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~~

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

~~"occurrence"~~

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

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

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

~~insurance shall consist of the following:~~

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

~~construction contracts for the Project and for subsequent projects.~~

~~11. Indemnification. District shall include County as an additional indemnitee in~~

~~solely from the conduct of the County.~~

~~indemnification for claims, demand, damages, costs, expenses or judgments resulting~~

~~(iii) Blanket contractual liability must be afforded and the policy must contain a cross 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.~~

~~(iii) 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.

~~(b)~~ 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 NCSD 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  
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**D5**  
**JUNE 25, 2003**

AGREEMENT FOR THE PURCHASE, INSTALLATION AND  
MAINTENANCE OF VINTAGE STREET LIGHTS FOR OLDE TOWNE NIPOMO

**ITEM**

Consider entering into an agreement with San Luis Obispo County Public Works Department and the Olde Towne Nipomo Association the purchase, installation and maintenance of vintage street lights for Olde Towne Nipomo.

**BACKGROUND**

President Winn has requested this item be placed on the agenda for consideration. The District is currently negotiating an agreement with the County to receive a grant (exact amount to be determined) from the State of California's Jobs Housing Balance Incentive Grant Program. The purpose of the grant is to install water and sewer laterals within the Olde Towne Design area. It appears that after the installation of the laterals, there may be grant monies still available for other community wide projects such as the project contemplated by the attached agreement.

If there is grant monies still available for use, it has been proposed that NCSD contribute \$75,000.00 to defray the cost of 40 vintage street lights in the Olde Towne Nipomo Enhancement Area. This proposal is outlined in the attached draft "Agreement for the Purchase, Installation and Maintenance of Vintage Street Lights for Olde Towne Nipomo."

It appears that this proposal would meet the criteria of the Grant Program which states that the funds be used by the NCSD for other projects of community-wide interest and benefit subject to review and approval by the County.

Section 6 of the draft agreement states that NCSD would submit a check payable to the County Department of Public Works in the amount of \$75,000.00 with the agreement. The draft agreement does not provide a timeline for submittals.

**RECOMMENDATION**

If the Board desires to move forward with this project, then Staff recommends the following:

1. Board approve the street light project in concept, and
2. Instruct Staff to bring back the agreement for formal approval when:
  - A. Grant agreement with the County of SLO is formalized
  - B. County approves the project pursuant to the Grant Agreement
  - C. NCSD received adequate assurances from the County that there will be sufficient monies left over after the completion of the water and sewer improvements on Tefft Street.

June 19, 2003

**AGREEMENT  
FOR  
THE PURCHASE, INSTALLATION AND MAINTENANCE  
OF VINTAGE STREET LIGHTS  
FOR  
OLDE TOWNE NIPOMO**

This Agreement entered into the \_\_\_\_ day of \_\_\_\_\_, 2003, by the San Luis Obispo County Public Works Department (hereinafter referred to as "County"), the Nipomo Community Services District (hereinafter referred to as "District") and the Olde Towne Nipomo Association (hereinafter referred to as "Association");

**W I T N E S S E T H**

**WHEREAS**, The Olde Towne Nipomo Association desires to install vintage street lights along Tefft Street between Nipomo Creek and Thompson Avenue and along Thompson Avenue between Chestnut Street and Price Street. The term street light refers to an assembly of light fixtures, electrical outlets, pole, banner hangers, flag support, and foundation;

**WHEREAS**, Pacific Gas and Electric is not able to provide and maintain the twin globe vintage street lights approved by the Board of Supervisors in the Olde Towne Nipomo Design Plan;

**WHEREAS**, The cost of the twenty-three (23) street lights on Tefft Street is estimated to be \$99,000.00 and the cost of the seventeen (17) street lights on Thompson Avenue is estimated to be \$73,000.00;

**WHEREAS**, The District and the Association are willing to contribute funds to the County to make up the difference between the cost of the lights that could be provided by Pacific Gas and Electric and the cost of the vintage lights;

**WHEREAS**, The District and the Association shall support an Area of Benefit to cover any additional energy cost and maintenance cost; and

**WHEREAS**, It is understood by all parties to this Agreement that in the future, if sufficient funding for the ongoing energy and maintenance costs of the lights is unavailable, and an election for additional benefit assessments specifically for that purpose is unsuccessful, some of the lights may be turned off to reduce power costs.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, the County and the District and the Association mutually covenant and agree as follows:

- 1 The above recital is herein incorporated by reference;

- 2 The County and Olde Towne Nipomo Association will select street light style;
- 3 The County will solicit bids for the street lights following standard County purchasing procedures;
- 4 The County will select a street light vendor following standard County procedures;
- 5 The Olde Towne Nipomo Association will pay \$50,000 to defray the costs of forty (40) vintage street lights in the Olde Towne Nipomo Enhancement Area via a check payable to the County Department of Public Works submitted with this Agreement;
- 6 The Nipomo Community Services District will pay \$75,000.00 to defray the costs of forty (40) vintage street lights in the Olde Towne Nipomo Enhancement Area via a check payable to the County Department of Public Works submitted with this Agreement;
- 7 The Nipomo Lighting District will pay the balance of the cost, approximately \$47,000.00, for the forty (40) vintage street lights in the Olde Towne Nipomo Enhancement Area;
- 8 The County will formally accept the funds through the Board of Supervisors;
- 9 The County will order the street light assembly;
- 10 The County will contract to install the street lights;
- 11 Included in the scope of work of the current undergrounding contract are electrical conduits, pull boxes and wiring required to energize the street lights at locations shown on the Olde Towne Nipomo Enhancement plans, Phase 1 and Phase 2 (\$15,000 +/- from Nipomo Lighting District);
- 12 Only the mid-bloc lights will be installed on Thompson Avenue. The remaining light assemblies will be stored at the District's corporation yard until such time as they can be installed.
- 13 Subject to the provisions of Items 14 and 15, the County will pay the ongoing energy and maintenance costs for the lights with funds from the Nipomo Lighting District project. If the District is annexed to the Nipomo Community Services District, then the Nipomo Community Services District will pay those costs;
- 14 In the future the County, or the District, may create an "Area of Benefit" to generate funds to cover the additional future cost for electricity and to cover maintenance;

15 If such an "Area of Benefit" is necessary, the County, the District, and the Association will endorse such a formation; which will be subject to voter approval;

**SAN LUIS OBISPO COUNTY**

By \_\_\_\_\_  
Chairperson of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk, Board of Supervisors

[SEAL]

**APPROVED AS TO FORM AND LEGAL EFFECT:**

JAMES B. LINDHOLM, JR.  
County Counsel

JON SEITZ S. Seitz  
District Counsel

By \_\_\_\_\_

By \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**NIPOMO COMMUNITY SERVICES DISTRICT**

By: \_\_\_\_\_  
Michael Winn, President

Date: \_\_\_\_\_

**OLDE TOWNE NIPOMO ASSOCIATION**

By: \_\_\_\_\_  
Kathy Kubiak, President

Date: \_\_\_\_\_

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**11**  
**JUNE 25, 2003**

INCORPORATION STUDY UPDATE AND BOUNDARY REVIEW  
BY THE DAVIS COMPANY

**ITEM**

Review different options for proposed city boundary for city incorporation feasibility study

**BACKGROUND**

The District has acquired the services of Davis Company to study the feasibility of the community of Nipomo incorporating into a city. A city boundary is important in determining tax revenues and other revenues that may be allocated to the new city. Attached for the Board's review are three options of the proposed city boundary.

**Option 1 Boundary** generally follows the proposed Sphere of Influence and extending out into the Pacific Ocean with the concept that if a desalination plant is constructed, permitting may be enhanced by being within the city limits.

**Option 2** includes **Option 1** and expands the city boundary to include properties fronting Thompson Avenue to their back property line.

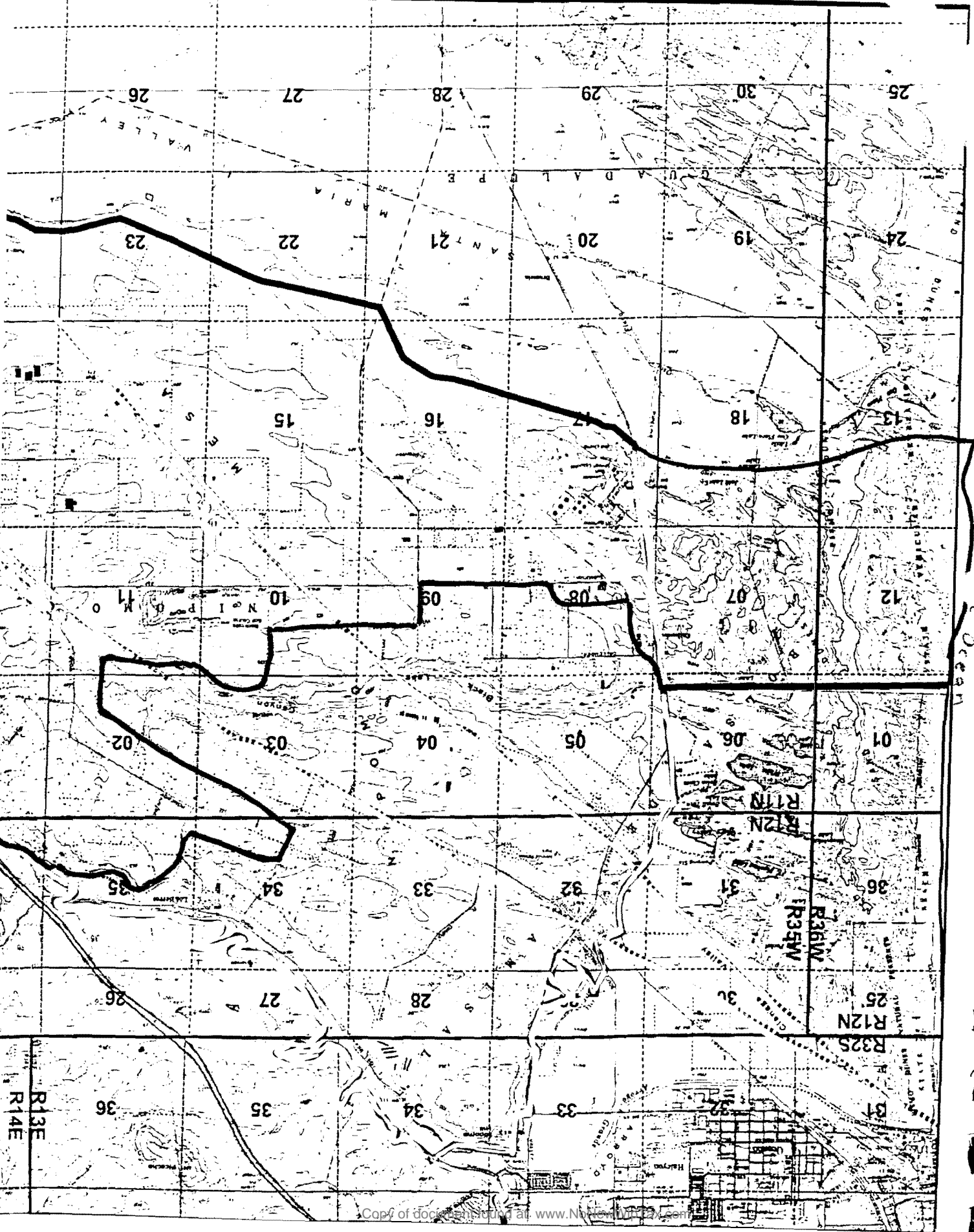
**Option 3 includes, Option 1 and Option 2** and adds properties along Dana-Foothill Road extending to their rear property line.

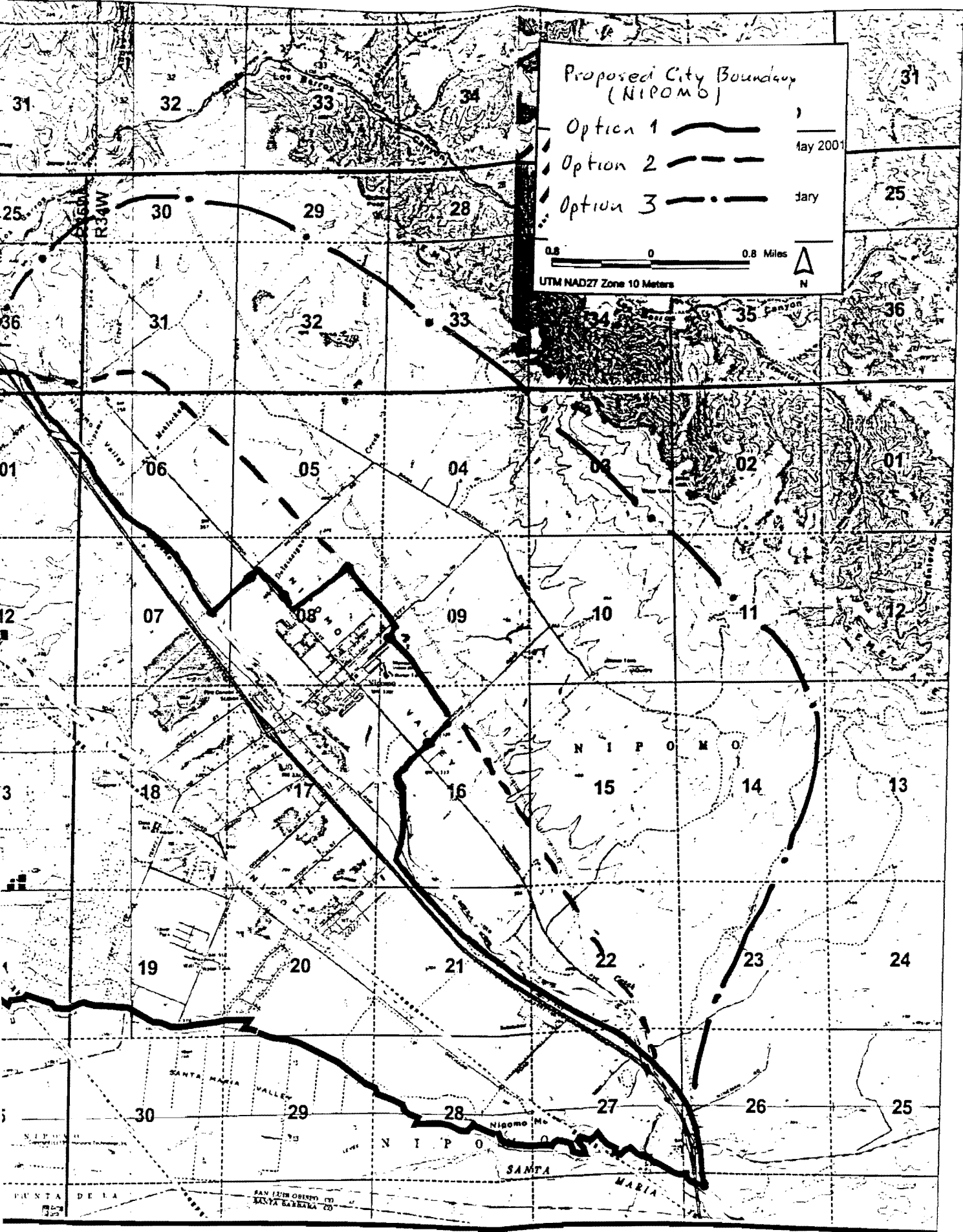
Other Options


**RECOMMENDATION**

Once the Board has determined a proposed city boundary, it will be forwarded to Mr. Davis.







TO: BOARD OF DIRECTORS  
FROM: DOUG JONES   
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**12**  
**JUNE 25, 2003**

AMENDMENT TO BOARD OF DIRECTORS BY-LAWS

**ITEM**

Resolution changing Board of Directors meeting to the 2<sup>nd</sup> and 4<sup>th</sup> Wednesday of the month

**BACKGROUND**

At the last Board meeting, the Board discussed the possibility of changing the Board meeting days to accommodate Director Blair to allow him to attend the SLO-COG meeting which meets in the morning on the first Wednesday of the month. The Board felt that by changing the meetings from the first and third Wednesdays to the second and fourth Wednesdays would accommodate Mr. Blair.

Attached is a resolution modifying the Board of Directors' By-Laws paragraph 2.1, which specifies the meeting dates and time.

**RECOMMENDATION**

Staff recommends that your Honorable Board adopt the attached resolution, which changes the regular Board meeting from the first and third Wednesday to the second and fourth Wednesday of each month.

Board 2003/Board meetings

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2003-MEETINGS**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING BOARD BY-LAWS**

**WHEREAS**, the Board of Directors of Nipomo Community Services District (District) is committed to providing excellence in legislative leadership; and

**WHEREAS**, the District has established Board of Directors By-Laws which are reviewed annually; and

**WHEREAS**, the Board of Directors wish to change the regular meeting of the Board of Directors from the first and third Wednesday to the second and fourth Wednesday of the month.

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

1. The Nipomo Community Services District Board of Directors amends the Board By-Laws paragraph 2.1 as follows:

Subject to holiday and scheduling conflicts, regular meetings of the Board of Directors shall commence at 9:00 a.m. on the second and fourth Wednesday of each calendar month in the board Room at the District office currently located at 148 South Wilson, Nipomo, California. The Board of Directors reserves the right to cancel or designate other dates and times for Director meetings due to scheduling conflicts and holidays.

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

AYES:           Directors

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby passed and adopted this 25<sup>th</sup> day of June, 2003.


\_\_\_\_\_  
MICHAEL WINN  
President of the Board

ATTEST:

APPROVED:

\_\_\_\_\_  
DONNA K. JOHNSON  
Secretary to the Board

\_\_\_\_\_  
JON S. SEITZ  
District Legal Counsel

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES   
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**E3**  
**JUNE 25, 2003**

**DISTRICT INSTALLED  
SEWER LINE REIMBURSEMENT**

**ITEM**

Review reimbursement cost for sewer lines in the Story Rd. & Meredith extension

**BACKGROUND**

The District was requested by the Regional Water Quality Control Board to connect the Montecito Verde II development to the area-wide sewer system. A Community Block Grant was received by the District to construct the MVII sewer system connection. In order to make the connection, a sewer line was constructed from the MVII development, to Story Road and then to the District's sewer. The off-site portion of the sewer construction was paid primarily from District funds and not grant funds. Section 4.12.085 of the District Code allows the District to receive reimbursements for District-installed sewer lines. Properties fronting the District-installed sewer lines are subject to reimbursement fees if the owners wish to connect to the line.

Attached for the Board's review are the costs for reimbursement for the Story Road and Meredith sewer line extension. The cost to connect to the Story Road line would be \$81.00 per linear foot. The Meredith Street cost would be \$37.45 per foot.

The procedure for adopting these costs:

Notice will be sent to the property owners with property fronting the District-installed sewer lines.

A Public Hearing will be held to review the costs.

After the Public Hearing, adoption of fees will be in order.

**RECOMMENDATION**

This is an information item. Staff will proceed with the public notice for the cost reimbursement.

**NIPOMO COMMUNITY SERVICES DISTRICT  
STORY ROAD – MEREDITH EXTENSION  
SEWER REIMBURSEMENT COST RECOVERY**

**STORY ROAD SEWERS – 820 FEET**

<b>ITEM</b>	<b>COST</b>
8" sewer line	\$ 73,200.00
Tie-in to manhole	400.00
Manholes	6,750.00
AC pavement	52,480.00
	<b>\$ 132,830.00</b>

$\$132,830.00 \div (820 \text{ feet} \times 2 = 1,704 \text{ feet}) = \$81.00 \text{ per linear front foot}$

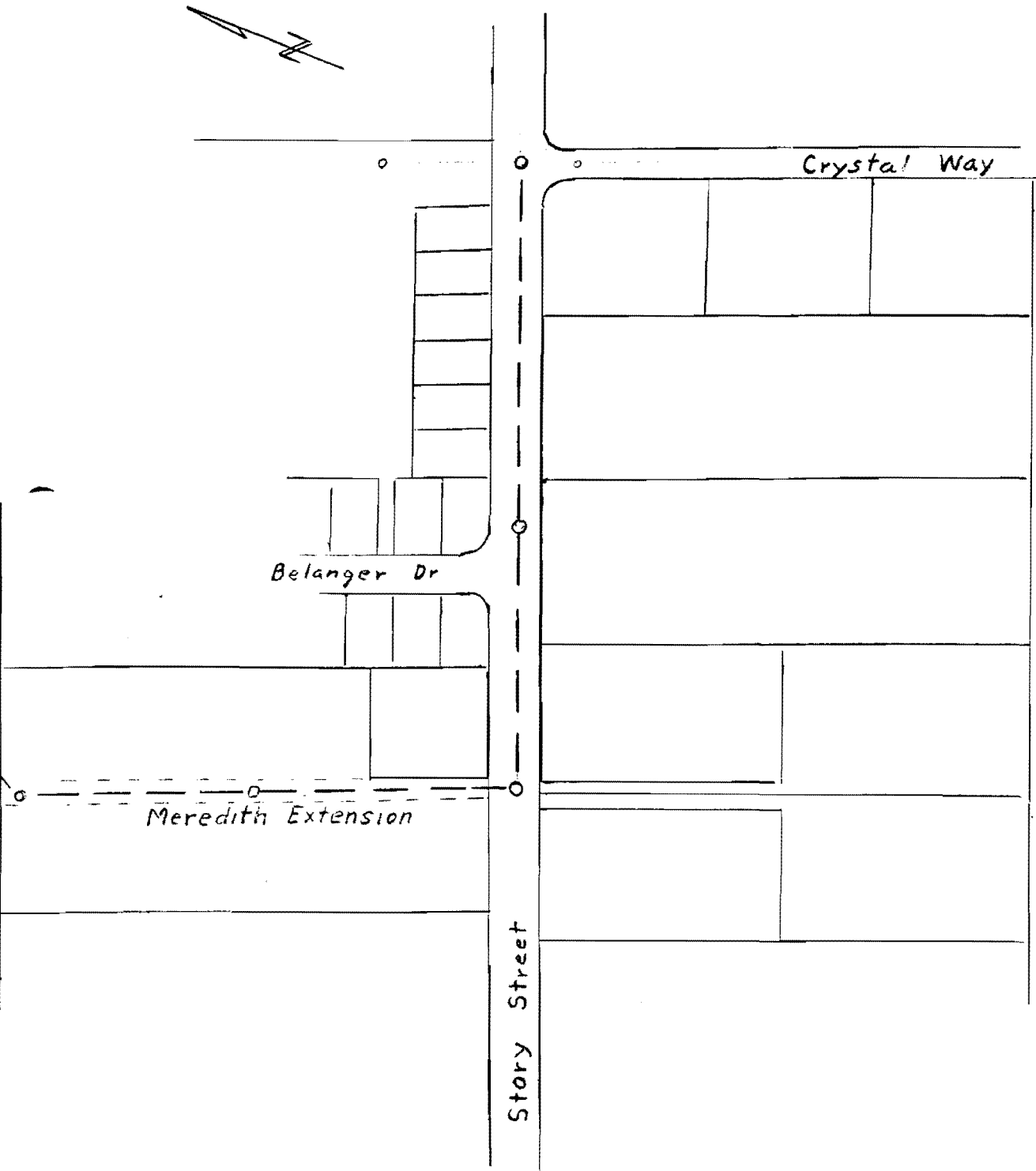
**MEREDITH EXTENSION SEWER – 660 FEET**

<b>ITEM</b>	<b>COST</b>
8" sewer line	\$ 45,310.00
Manholes	9,000.00
AC pavement	960
	<b>\$ 55,270.00</b>

$\$55,270.00 \div (738 \text{ feet} \times 2 = 1,320 \text{ feet}) = \$37.45 \text{ per linear front foot}$

Bd2003\story meredith extension.doc

NIPOMO COMMUNITY SERVICES DISTRICT  
STORY ROAD – MEREDITH EXTENSION  
SEWER REIMBURSEMENT COST RECOVERY



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JUNE 25, 2003

**AGENDA ITEM  
F  
JUNE 25, 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
- F-3) ACCEPTANCE OF WATER and SEWER IMPROVEMENTS—TRACT 2432 (GEIHS) (REC. APPROVAL)  
Resolution accepting water and sewer improvements for an 8-lot development on Butterfly Lane



**WARRANTS JUNE 25, 2003**

**AGENDA ITEM  
F-1  
JUNE 25, 2003**

**HAND WRITTEN CHECKS**

18628	06-06-03	POSTMASTER	157.35
18629	06-13-03	US POSTAL SERVICE	500.00
18630	06-13-03	US POSTAL SERVICE	210.85
18631	06-17-03	POSTMASTER	808.09
18632	06-17-03	POOR RICHARDS PRESS	128.06
18633	06-20-03	CALIF HIGHWAY PATROL	6.00

**COMPUTER GENERATED CHECKS**

8220	VOID						
8230	06/20/03	EMP01	EMPLOYMENT DEVELOP DEPT	359.47	.00	359.47	A30616 STATE INCOME TAX
8231	06/20/03	MID01	MIDSTATE BANK-PR TAX DEP	1336.42	.00	1336.42	A30616 FEDERAL INCOME TAX
				437.22	.00	437.22	LA30616 MEDICARE (FICA)
			Check Total.....:	1773.64	.00	1773.64	
8232	06/20/03	MID02	MIDSTATE BANK - DIRECT DP	13681.84	.00	13681.84	A30616 NET PAY DEDUCTION
8233	06/20/03	PER01	PERS RETIREMENT	2307.06	.00	2307.06	A30616 PERS PAYROLL REMITTANCE
				69.03	.00	69.03	LA30616 MILITARY SERVICE CR
			Check Total.....:	2376.09	.00	2376.09	
8234	06/20/03	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A30616 WAGE ASSIGNMENT
8235	06/20/03	STA01	STATE STREET GLOBAL	735.00	.00	735.00	A30616 DEFERRED COMP
008236	06/25/03	BCS01	BASIC CHEMICAL SOLUTIONS	334.17	.00	334.17	S134712 SODIUM HYPOCHLORITE
				343.46	.00	343.46	S1243704 SODIUM HYPOCHLORITE
				383.86	.00	383.86	S1348416 SODIUM HYPOCHLORITE
				1021.08	.00	1021.08	S1348417 SODIUM HYPOCHLORITE
			Check Total.....:	2082.57	.00	2082.57	
008237	06/25/03	BLA01	BLAIR, ROBERT L	100.00	.00	100.00	062503 REG BD MEETING
008238	06/25/03	BOG01	BOGNUDA, LISA	21.60	.00	21.60	053003 TRAVEL TO ASSESSOR'S OFFI
008239	06/25/03	CAL08	CALIFORNIA RURAL WATER A	400.00	.00	400.00	072203 CERTIFICATION REVIEW CLAS
008240	06/25/03	COM01	COMPUTER NETWORK SERVICES	140.25	.00	140.25	12753 COMPUTER SUPPORT
008241	06/25/03	COM02	COMMUNICATION SOLUTIONS	1076.56	.00	1076.56	3160 BEVINGTON WELL MAINT
008242	06/25/03	CRE01	CREEK ENVIRONMENTAL LABS	30.00	.00	30.00	K2115 BL WWTP LAB
				30.00	.00	30.00	K2150 BL WWTP LAB
				30.00	.00	30.00	K2227 BL WWTP LAB
				30.00	.00	30.00	K2259 BL WWTP LAB
			Check Total.....:	120.00	.00	120.00	
008243	06/25/03	CUL02	CULLIGAN WATER CONDITION	41.00	.00	41.00	383778 DELIVERY
008244	06/25/03	DEN01	DENDY & ASSOCIATES	3850.00	.00	3850.00	061503 GROUNDWATER LITIGATION SU
008245	06/25/03	DGJ01	DG JOHNSON CONSTRUCTION	1256.30	.00	1256.30	T&M#76 TEFFT ST HYDRANT
				1874.66	.00	1874.66	T&M #75 VALVE FOR JOCKO'S ISOLATI
			Check Total.....:	3130.96	.00	3130.96	
008246	06/25/03	FED01	FED EX	59.87	.00	59.87	476404031 DELIVERY
008247	06/25/03	FER01	FERGUSON ENTERPRISES INC	1308.45	.00	1308.45	413755 MISC SUPPLIES FOR TEFFT S
				1308.45	.00	1308.45	504814 SUPPLIES FOR TEFFT ST JOB
				2490.39	.00	2490.39	506255 TEFFT ST RELOCATION SUPPL
				69.71	.00	69.71	509864 TEFFT ST RELOCATION SUPPL
			Check Total.....:	5177.00	.00	5177.00	
008248	06/25/03	FGL01	FGL ENVIRONMENTAL	41.80	.00	41.80	304946A BL WWTP LAB
				41.80	.00	41.80	304947A NIPOMO WWTP LAB
				39.00	.00	39.00	304951A EUREKA WELL LAB
				44.80	.00	44.80	305201A BL WWTP LAB
				44.80	.00	44.80	305202A NIPOMO WWTP LAB
				44.80	.00	44.80	305439A NIPOMO WWTP LAB
				44.80	.00	44.80	305440A BL WWTP LAB
			Check Total.....:	301.80	.00	301.80	

COMPUTER GENERATED CHECKS

008249	06/25/03	FRAN01	FRANK'S LOCK AND KEY	75.00	.00	75.00	18759	REPAIR BOARDROOM DOORS
008250	06/25/03	GAR01	GARLING TAYLOR & ASSOC	541.35	.00	541.35	3510	GENERAL DIST ENGINEERING
				295.75	.00	295.75	3511	TEFFT ST WATERLINE
				3371.01	.00	3371.01	3512	DANA FOOTHILL TANK SITE
				423.25	.00	423.25	3513	TEFFT ST LIFT STN BID
				2264.25	.00	2264.25	3514	OLDE TOWNE WATER/SEWER SE
				103.00	.00	103.00	3515	DANA WELLS - MARIA VISTA
			Check Total.....:	6998.61	.00	6998.61		
008251	06/25/03	GLO01	GLOBAL DOCUGRAPHIX	638.20	.00	638.20	2980898	WINDOW ENVELOPES FOR BILL
008252	06/25/03	GRO01	GROENIGER & CO	657.10	.00	657.10	23037T	SUPPLIES FOR TEFFT ST JOB
				72.22	.00	72.22	24719T	METER BOX & MISC SUPPLIES
				17.07	.00	17.07	24722T	TEFFT ST HYDRANT ABANDON
				419.23	.00	419.23	24893T	TEFFT ST RELOCATION SUPPL
				95.56	.00	95.56	25265B	SUPPLIES SOUTHLAND WWTP
			Check Total.....:	1261.18	.00	1261.18		
008253	06/25/03	IKO01	IKON OFFICE SOLUTIONS	47.20	.00	47.20	16285066	COPIER MAINT
008254	06/25/03	KIN01	KINKO'S	828.60	.00	828.60	12776	CONSUMER CONFIDENCE REPCR
008255	06/25/03	LEX01	LEXIS NEXIS	1484.99	.00	1484.99	053103	CODE BOOK UPDATE
008256	06/25/03	PAC01	PACBELL/WORLDCOM	41.37	.00	41.37	T1382715	PHONE 805 9290161
				81.71	.00	81.71	T1382717	PHONE 8059291133
				2.90	.00	2.90	T1414417	BL PHONE Y1644994
			Check Total.....:	125.98	.00	125.98		
008257	06/25/03	PER01	PERS RETIREMENT	307.20	.00	307.20	1067	SURVIVOR BENEFIT
008258	06/25/03	POS01	POSTMASTER	36.00	.00	36.00	PO BOX	PO BOX SERVICE FEE
008259	06/25/03	PUL01	PULITZER CENTRAL COAST NP	33.00	.00	33.00	148620	BL STREETLIGHTING NOTICE
3260	06/25/03	QUI03	QUINN RENTAL SERVICES	71.86	.00	71.86	2043942	TEFFT ST HYDRANT RELOCATI
				113.69	.00	113.69	2044155	TEFFT HYDRANT RELOCATION
			Check Total.....:	185.55	.00	185.55		
008261	06/25/03	SAI01	SAIC	3089.12	.00	3089.12	399452	GROUNDWATER LITIGATION
008262	06/25/03	SAN09	SAN LUIS MAILING SERVICE	70.19	.00	70.19	26198	MAILING SERVICE
				489.63	.00	489.63	26198-2	POSTAGE FOR MAILING
			Check Total.....:	559.82	.00	559.82		
008263	06/25/03	SHI01	SHIPSEY & SEITZ, INC	6395.40	.00	6395.40	051503	LEGAL SERVICES
008264	06/25/03	SLO02	DIV OF ENVIRON HEALTH	540.00	.00	540.00	25968	LAB TESTS
008265	06/25/03	SOU01	SOUTH COUNTY SANITARY	14.58	.00	14.58	316323	TRASH COLLECTION
008266	06/25/03	SPI01	SPIESS CONSTRUCTION CO.	109120.32	.00	109120.32	2316-04	MILLION GALLON TANK
008267	06/25/03	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	062503	REG BD MEETING
008268	06/25/03	UND01	UNDERGROUND SERVICE ALERT	135.00	.00	135.00	30060062	UNDERGROUND NOTIFICATION
008269	06/25/03	VAL01	VALLEY SEPTIC SERVICE	1719.60	.00	1719.60	1165	JETTED SEWER LINE JANUARY
				637.50	.00	637.50	1168	PUMPED AND CLEANED FLOATS
				921.30	.00	921.30	1174	JETTED SEWER LINES
				725.40	.00	725.40	1175	JETTED SEWER LINES
				1892.70	.00	1892.70	1184	JETTED SEWER LINES
				562.50	.00	562.50	1185	JETTED SEWER LINE
				1195.50	.00	1195.50	1196	JETTED SEWER LINES
				762.90	.00	762.90	1198	JETTED SEWERLINES
				1191.20	.00	1191.20	1202	JETTED SEWERLINES
				765.00	.00	765.00	1205	JETTED SEWERLINES
				657.30	.00	657.30	1206	JETTED SEWERLINES
			Check Total.....:	11030.90	.00	11030.90		
008270	06/25/03	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	062503	REG BD MEETING
9271	06/25/03	WAY01	WAYNE COOPER AG SERVICES	125.00	.00	125.00	77	PUMP TEST - CHURCH WELL
008272	06/25/03	WHI01	WHITAKER CONTRACTORS INC.	84614.53	.00	84614.53	02206A-2	RETENTION PMT-TEFFT WATER
008273	06/25/03	WIN01	WINN, MICHAEL	100.00	.00	100.00	062503	REG BD MEETING
008274	06/25/03	WIRO2	WIRSING, JUDY	100.00	.00	100.00	062503	REG BD MEETING

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

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

President Winn called the meeting to order at 9:01 a.m. and led the flag salute.

#### B. ROLL CALL

At Roll Call, all Board members were present.

#### C. PUBLIC COMMENTS PERIOD

##### PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board.

**Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.**

Vince McCarthy, NCSD customer – praised the Arvin-Edison trip arranged by NCSD Director Clifford Trotter. He also suggested that the drainage basins in Nipomo be kept cleaned out.

#### 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

The Board reviewed the agreement with Douglas Wood and Associates to perform consultant services for a sewer lift station and forced main proposed for the Maria Vista Development (Tracts 1802 and 1856).

Vince McCarthy, NCSD resident and Save the Mesa spokesperson – stated that Save the Mesa is displeased with the growth inducement caused by this development. He presented a large document to the Board for District consideration.

Jim Kinninger, outside District resident and NCAC President – stated that he wants to make sure the sewer line will be sized to the project.

Erik Benham, developer of Maria Vista – stated that the engineering and surveying for the Orchard Road option for the sewer line has been paid. He assured the Board that the line is sized for the project.

Director Blair stated that the Regional Water Quality Control Board wants the sewer line and that the County does not want a community septic system.

Director Trotter stated that a County official commented that the project is not being encouraged because of the concept of the sewer line. The official also stated that if the project had been brought to them with water and sewer of the configuration as now suggested, the County would not have approved it.

Legal Counsel, Jon Seitz explained that the matter before the Board at this time is not project approval but a precursor to approval of the sewer line.

Director Wirsing wanted clarification of (2c) of the agreement (limiting release of reports and information).

(Continued next page)

D-1) ENVIRONMENTAL REVIEW CONSULTING SERVICES FOR MARIA VISTA DEVELOPMENT SEWER  
(continued)

District Legal Counsel Jon Seitz explained that the District would receive the information. The Consultant will not provide information to other parties without consent of the District.

Director Trotter asked Mr. Seitz if it were prudent for the District to proceed with an annexation before LAFCO and County Planning reviewed it. It seems that sequence would be a little more logical.

Mr. Seitz explained that the Regional Water Quality Control Board did not review projects before the LAFCO process.

Director Trotter stated that perhaps the District could learn from the irregular way the Maria Vista project was processed.

Director Wirsing stated that she felt that this process was not fair, that the Board was set up and she cannot support this project at all.

Director Blair stated that the County had given mixed messages.

President Winn stated that all the Board wished the project had been presented in it entirety originally, but the issue today is the EIR for the sewer line to an already approved project.

Upon motion of Director Blair and seconded by Director Vierheilig, the Board approved the contract with Douglas Wood and Associates to do the environmental review on the Orchard Road alignment (and not the option along the freeway) for the sewer lift station and forced main. Vote 4-1 with Director Wirsing voting no.

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

The Board discussed the grant funding agreement for the installation of water and sewer services along the Olde Towne portion of Tefft Street. Mr. Seitz, District Legal Counsel, explained the grant having discussed the matter with Chuck Stevenson from SLO County Planning. The agreement is pending because there are issues to settle concerning administrative overhead and size of services, and unknown factors such as size of services to an unknown project.

The following members of the public spoke:

Jesse Hill, outside District – stated that the administrative overhead should be paid for by the developer.

Vince McCarthy, District resident – stated that he was concerned about the bid differences causing problems.

Homer Fox, District resident – asked if his fees would be different for his project.

[Mr. Jones explained that the capacity fees are not the same as the installation charges.]

Jim Kinninger, NCAC Chair – stated that he was in favor of the grant to keep from digging up the road later. Board discussion ensued.

This was an informational item. No action was taken.

- 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

The Board discussed the installation of water and sewer laterals along Tefft Street. Steve Frank, supervising engineer with SLO County Public Works Dept., discussed the construction and cooperation planned for the project. Upon motion of Director Blair and seconded by Director Wirsing, the Board approved Resolution 2003-862 awarding a contract to MJ Ross Construction Co. with items 6, 10, 11, and 12 in the bid package being withheld from the bid until agreement with SLO County is settled. Vote Yes 5-0 There was no further public comment.

**RESOLUTION 2003-862  
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**

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

The Board discussed the request from LAFCO for reimbursement for having their CEQA study prepared for the Sphere of Influence. LAFCO would do the EIR for the SOI and then have Douglas Wood and Associates review LAFCO's work. Director Wirsing asked about having Doug Wood and Associates perform the CEQA when they are also doing the environmental review for Maria Vista development.

The following members of the public spoke:

Ed Eby, District resident – stated that the District should reject the request from LAFCO.

Jim Kinninger, NCAC President – stated that he would like to see the NCSD Board make a stand on the Sphere of Influence.

Greg Nester, Nipomo developer - stated that he had several projects affected by the Sphere of Influence.

Director Trotter suggested that this Board should cooperate as much as possible. There is plenty of time to deal with the concerns that the audience has questioned.

Director Vierheilig agreed with Director Trotter.

Jon Seitz, District Legal Counsel explained that LAFCO staff is looking at several options: Tiered EIR, full EIR, but have eliminated the possibility of a negative declaration.

LAFCO staff intends to process, with the help of the consultant, environmental review documents that they think are appropriate. The consultant is not going to draft the environmental document. LAFCO just wants some extra help. Any study of our outlying areas will be helpful to the NCSD.

Director Vierheilig stated that he wanted to ask LAFCO for their planned scope of work before the work is done.

(Continued next page)

NIPOMO COMMUNITY SERVICES DISTRICT  
MINUTES  
OCTOBER 11, 2003  
PAGE FOUR

D-4) LAFCO REQUEST TO FUND SPHERE OF INFLUENCE CEQA STUDY (CONTINUED)

The following members of the public spoke:

Ed Eby, NCSD resident – stated that LAFCO will do an EIR anyway. LAFCO will pay Wood & Assoc. anyway.

Jim Kinninger, NCAC President – stated that Paul Hood of LAFCO wanted the EIR to be bulletproof.

Jesse Hill, outside District – suggested that NCSD ask Paul Hood for the scope of work planned.

Vince McCarthy, NCSD resident – asked if LAFCO has delayed the results of the Sphere of Influence. [President Winn assured Mr. McCarthy that the vote is now scheduled for October/November.]

Director Blair stated that money is wasted for studies.

Director Wirsing stated that NCSD should be conscious of all the money being spent such as \$18,000 for an incorporation feasibility study, another \$7,500 for this study.

Upon motion of Director Vierheilig and seconded by Director Trotter, the Board authorized payment for the review of the District's Sphere of Influence EIR update in an amount not to exceed \$6,500 with contract based on time and materials with milestone payments. Any further costs must come back to the Board for approval. Vote Yes 4-1 with Director Blair voting no.

President Winn called for a short break at 10:50 a.m.

The Board reconvened at 10:55 a.m.

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

The Board did not discuss the budget because the Study Session held last week was quite thorough.

There was no public comment.

Director Trotter would like to have a letter sent to the Blacklake residents explaining the proposed rate increase.

Upon motion of Director Wirsing and seconded by Director Vierheilig, the Board approved Resolution 2003-863 adopting the 2003-2004 Fiscal Year budget. There was no public comment. Vote Yes 5-0.

2003-863

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

Upon motion of Director Wirsing and seconded by Director Vierheilig, the Board approved Resolution 2003-864 determining the appropriation limitation for the 2003-2004 Fiscal Year budget. There was no public comment. Vote Yes 5-0.

2003-864

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

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

A Public Hearing was opened to establish charges to maintain Blacklake Street lighting charges. Upon motion of Director Trotter and seconded by Director Wirsing, the Board approved Resolution 2003-865 establishing Blacklake Street lighting charges. There was no public comment. Vote 5-0.

**2003-865**

**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**

E. OTHER BUSINESS

E-1) NCSD LATENT POWERS

Review LAFCO procedures to initiate latent powers

The Board discussed the procedure to initiate latent powers, primarily in the area of park services.

The following members of the public spoke:

Vince McCarthy, NCSD resident – Mr. McCarthy commented on the possibility of pocket parks and having NCSD take over drainage basins.

Jim Kinninger, NCAC President – He stated he would like a copy of the procedure being discussed.

Greg Nester, Nipomo resident and developer – He stated that retention basins are the responsibility of the developer for a period of time.

President Winn suggested a trip to Templeton to observe their operation.

Director Blair stated that Nipomo needs to look nicer.

Director Wirsing stated that the south side of Tefft Street needs parks.

This was an informational item. No action was taken.

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

Upon motion of Director Vierheilig and seconded by Director Wirsing, the Board approved the Consent Agenda as amended. (Director Wirsing requested her comments for Item D-2 to be part of the record. The secretary was directed to consult the tape.) There was no public comment. Vote Yes 5-0

G. MANAGER'S REPORT

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

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

President Winn stated he would like to see a letter of appreciation to LAFCO for helping in this matter.

H. COMMITTEE REPORTS

Finance Committee - (Directors Trotter and Vierheilig) Director Vierheilig expressed his thanks to Lisa for making the budget review easy work.

Annexation Committee - (Directors Winn and Wirsing) Director Winn stated that he and Director Wirsing discussed the design of a questionnaire to circulate to Nipomo residents.

I. DIRECTORS COMMENTS

Directors Trotter and Wirsing had no further comments.

Director Vierheilig stated that he would be out of town the first two weeks of July. Director Trotter stated that he would be gone July 9<sup>th</sup>.

The Board moved the July 9<sup>th</sup> meeting to July 10 at 9:00 a.m.

Director Blair stated that he attended the WRAC meeting and reported that the County was giving up the Flood Control power to the State.

President Winn stated that he too attended the WRAC meeting and clarified that the Flood Control District was relinquishing Zones 1 and 1A because the BoS felt that the State would have better success in limiting single-purpose agencies than the County could, and that the BoS wished to remain supportive of adjoining farmers instead of in opposition.

Winn said that much had been accomplished in crafting a draft of a Memorandum of Agreement with the County, with LAFCo's mediation, and said he expected to present a draft to the NCSD Board for its consideration at the next meeting.

Winn announced that the Central Coast Greenhouse Growers Association (CCGGA) will have its quarter meeting June 19, such meetings are usually very helpful and informative.

He also noted that staff was creating a rate comparison of the surrounding areas.

Winn asked for consensus re a letter to the CSDA, supporting its actions protesting the State's further raiding CSD property taxes and reserves. [Members urged Winn to take action and draft letter to Ralph directing him not to raid the reserves.]

Jon Seitz, District Legal Counsel, announced the need to go into Closed Session to discuss the following: There was no public comment on the items to be discussed in 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
- D. PUBLIC EMPLOYEE ANNUAL EVALUATION - GEN MGR GC \$5495.7

The Board came out of Closed Session and had no reportable action.

**ADJOURN**

President Winn adjourned the meeting at \_\_\_\_\_.

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



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: JUNE 25, 2003

**AGENDA ITEM**  
**F 3**  
**JUNE 25, 2003**

ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS  
TRACT 2432 NIPOMO HOMES, A GENERAL PARTNERSHIP (GEIHS)

**ITEM**

Acceptance of water and sewer improvements for Tract 2432 on Butterfly Lane

**BACKGROUND**

Upon completion of a developer's project, the District accepts improvements of the project after all requirements have been met. The developer (Nipomo Homes/Geihs) for Tract 2432, an 8-lot development on Butterfly Lane has installed water and sewer improvements and has met the District's conditions:

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

**RECOMMENDATION**

Staff recommends that your Honorable Board approve Resolution 2003-Accept Geihs, accepting the water improvements for Tract 2432.

Board 2003\Accept 2432 Geihs.DOC

**RESOLUTION NO. 2003-Geihs**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS  
FOR TRACT 2432 NIPOMO HOMES, A GENERAL PARTNERSHIP (GEIHS)**

**WHEREAS**, the District approved the construction plans on November 4, 2002, for the water and sewer improvements to be constructed; and

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

**WHEREAS**, on April 9, 2003, the Owner offered the water and sewer improvements to the Nipomo Community Services District; and

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

**WHEREAS**, all water and sewer fees for service, required in conformance with District ordinances, have been paid in full for Tract 2432 Nipomo Homes, A General Partnership (Geihs).

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

That the water and sewer improvements for Tract 2432 Nipomo Homes, A General Partnership (Geihs), an 8-lot development on Butterfly Lane in Nipomo are accepted by this District.

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

AYES: Directors

NOES:

ABSENT:

ABSTAIN:

the foregoing resolution is hereby adopted this 25<sup>th</sup> 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  
General Counsel