

NIPOMO COMMUNITY SERVICES DISTRICT

AGENDA

JULY 23, 2003

REGULAR MEETING

8:00 A.M.

AND

A SPECIAL MEETING OF

BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION

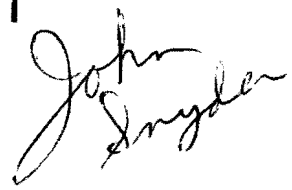
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

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



65
20
1300
150
119.50

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
- B. ROLL CALL

NEXT RESOLUTION 2003-872
NEXT ORDINANCE 2003-98

CLOSED SESSION 8:00 a.m.

CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC\$54956.9

- A. SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES

OPEN SESSION APPROX. 9:30 A.M.

- 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) REVIEW WATER CODE 350/WATER SHORTAGES
Review report of District Legal Counsel and give direction to staff
- D-2) NIPOMO HIGH SCHOOL WATER SERVICE
Resolution to approve a time extension to complete a new service agreement
- D-3) REQUEST FOR ANNEXATION – ANNEX NO. 23 (NESTER)
Request to annex 18½ acres, an 18-lot development on Pomeroy Rd. at Waypoint
- D-4) REQUEST FOR SERVICE – TRACT 2561 (BURNSED)
Request for water and sewer service for an 8-lot development on S. Frontage Rd
- D-5) OLDE TOWNE WATER AND SEWER SERVICE FUNDING AGREEMENT
Review/approve an agreement between NCSD & SLO County for funding service connections

- E. OTHER BUSINESS

- E-1) AGREEMENT TO PURCHASE VINTAGE STREET LIGHTING
Review agreement to purchase street lighting with HCH grant funds
- E-2) TEFFT STREET WATER AND SEWER PROJECT
Approve Change Order No. 1 – Installation of water and sewer services
- E-3) AMENDING TRUST AGREEMENT
Resolution approving amendment to Trust Agreement to allow bond receipts to be invested in LAIF

ADJOURN TO THE NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION

ROLL CALL

Public Comment on Agenda Items

The public has the right to comment on any item on the Special Meeting Agenda. Comments are limited to 3 minutes or otherwise at the discretion of the Chair.

- A. AMENDING TRUST AGREEMENT Resolution 2003-04
Resolution approving amendment to Trust Agreement to allow bond receipts to be invested in LAIF

ADJOURN TO NIPOMO COMMUNITY SERVICES DISTRICT - REGULAR MEETING

NIPOMO COMMUNITY SERVICES DISTRICT

**AGENDA
JULY 23, 2003
REGULAR MEETING
8:00 A.M.**

AND

**A SPECIAL MEETING OF
BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION**

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

PAGE TWO

NIPOMO COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING CONTINUED

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 July 10, 2003, Regular Board meeting
- F-3) DISTRICT INVESTMENT POLICY – QUARTERLY REPORT [RECEIVE AND FILE]
Quarterly investments report as of June 30, 2003
- F-4) ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS (STOKES) [REC. APPROVAL]
Resolution accepting water and sewer improvements for CO 03-0026 on Day and Thompson

G. MANAGER'S REPORT

H. COMMITTEE REPORTS

I. DIRECTORS COMMENTS

CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9

- A. SMVWCD VS NCSA 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. LABOR NEGOTIATIONS/UNREPRESENTED EMPLOYEES
 - GENERAL MANAGER POSITION CONFERENCE WITH DISTRICT'S NEGOTIATOR JON SEITZ GC§54957.6
 - ADMINISTRATIVE ASSISTANT CONFERENCE WITH NEGOTIATOR DOUG JONES GC§54957.6

ADJOURN

The next regular Board meeting will be August 13, 2003.

PAGE TWO OF TWO

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 23, 2003

AGENDA ITEM
DI
JULY 23, 2003

WATER CODE 350
WATER SHORTAGES

ITEM

Review report from District Legal Counsel and give direction to staff

BACKGROUND

At the last regular meeting held on July 10, 2003, your Honorable Board requested that legal staff prepare a report on Water Code 350 which generally discusses water shortages and moratoriums. Staff has prepared the attached document for the Board's review.

RECOMMENDATION

This is an information item for direction to staff.

Board 2003/Water Code 350

§ 356. Regulations and restrictions; denial of applications; discontinuing service for violation

The regulations and restrictions may include the right to deny applications for new or additional service connections, and provision for their enforcement by discontinuing service to consumers wilfully violating the regulations and restrictions.

(Added by Stats.1953, c. 140, p. 907, § 1.)

Derivation: Stats.1949, c. 23, p. 38, § 2.

§ 357. Regulations and restrictions; conflict with other laws; public utilities commission approval

If the regulations and restrictions on delivery and consumption of water adopted pursuant to this chapter conflict with any law establishing the rights of individual consumers to receive either specific or proportionate amounts of the water supply available for distribution within such service area, the regulations and restrictions adopted pursuant to this chapter shall prevail over the provisions of such laws relating to water rights for the duration of the period of emergency; provided, however, that any distributor of water which is subject to regulation by the State Public Utilities Commission shall before making such regulations and restrictions effective secure the approval thereof by the Public Utilities Commission.

(Added by Stats.1953, c. 140, p. 907, § 1.)

Derivation: Stats.1940, c. 23, p. 39, § 3.

Cross References

Public utilities, definition as including water corporation, see Public Utilities Code § 216.
Regulation of public utilities, see Public Utilities Code § 701 et seq.

§ 358. Judicial review

Nothing in this chapter shall be construed to prohibit or prevent review by any court of competent jurisdiction of any finding or determination by a governing board of the existence of an emergency or of regulations or restrictions adopted by such board, pursuant to this chapter, on the ground that any such action is fraudulent, arbitrary, or capricious.

(Added by Stats.1953, c. 140, p. 907, § 1.)

Derivation: Stats.1949, c. 23, p. 39, § 4.

JON S. SEITZ
MICHAEL W. SEITZ


SHIPSEY & SEITZ, INC.
A LAW CORPORATION
1066 PALM STREET
POST OFFICE BOX 953
SAN LUIS OBISPO, CALIFORNIA 93406
(805) 543-7272 FAX (805) 543-7281
JON S. SEITZ
District Legal Counsel
Nipomo Community Services District

JOHN L. SEITZ
(1924-1986)
GERALD W. SHIPSEY
(RETIRED)

MEMORANDUM
2 of 2

TO: DOUG JONES, GENERAL MANAGER
NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF
DIRECTORS

RE: ADDRESSING WATER SHORTAGES

FROM: JON S. SEITZ, DISTRICT LEGAL COUNSEL 

DATE: February 28, 2002

At the District's Board meeting of February 20, 2002, I was directed to review and present to the District Board of Directors the District's options in addressing water shortages.

BACKGROUND

By way of background, the Board has discussed the limitations of approving new water connections under the authority of §64568 of Title 22 of the California Administrative Codes. That memorandum is included in the Staff Report.

DISTRICT'S OPTIONS IN ADDRESSING WATER SHORTAGES

The exception to the general rule that the District must provide water upon request, under reasonable rules and regulations, occurs when the District has declared a water shortage emergency pursuant to Water Code §350. Which provides as follows:

"The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, may declare a water shortage emergency condition to prevail within the area

served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection." (Emphasis added)

Absent an immediate interruption in service by a water system failure, the Water Shortage Emergency Declaration may only be adopted after the District has conducted a duly noticed public hearing that provides the District's customers with an opportunity to be heard and to protest that declaration. (Water Code §351 and 352.)

§353 of the Water Code addresses regulations and restrictions that the District must adopt if a Declaration of a Water Shortage Emergency is approved and provides in relevant part:

"When the governing body has so determined and declared the existence of an emergency condition of water shortage within its service area, it **shall** thereupon adopt such regulations and restrictions on the delivery of water and the consumption within said area of water supplied for public use as will in the sound discretion of such governing body conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection." (Emphasis added).

The phrase "Conserve The Water Supply" implies that the District is empowered to maintain appropriate reserves of water to maintain future needs and that it need not run out of water before taking conservation measures. (See Swanson v. Marine Municipal Water District, App. First District, 1976) 128 Cal Reporter 485.

Further §354 of the Water Code provides the District with authority to establish priorities for water that is not necessary to supply water for domestic use, sanitation and fire protection. §354 states:

"After allocating and setting aside the amount of water which in the opinion of the governing body will be necessary to supply water needed for domestic use, sanitation, and fire protection, the regulations may establish priorities in the use of water for other purposes and provide for the allocation, distribution, and delivery of water for such other purposes, without discrimination between consumers using water for the same purpose or purposes."

Water Code §355 identifies the duration of the regulations and restrictions:

“The regulations and restrictions shall thereafter be and remain in full force and effect during the period of the emergency and until the supply of water available for distribution within such area has been replenished or augmented.”


Water Code §356 provides for discontinuance of service for violation of the District's rules and regulations and provides:

“The regulations and restrictions may include the right to deny applications for new or additional service connections, and provision for their enforcement by discontinuing service to consumers willfully violating the regulations and restrictions.”

And lastly, Water Code §358 provides the standard that the Board of Directors must meet when making findings under Government Code §350 (Supra) and provides as follows:

“Nothing in this chapter shall be construed to prohibit or prevent review by any court of competent jurisdiction of any finding or determination by a governing board of the existence of an emergency or of regulations or restrictions adopted by such board, pursuant to this chapter, on the ground that any such action is fraudulent, arbitrary, or capricious.”

END OF MEMO

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 23, 2003

AGENDA ITEM
D3
JULY 23, 2003

REQUEST FOR ANNEXATION
ANNEX NO 23 (NESTER)

ITEM

Request for annex 18½ acres, an 18-lot development on Pomeroy Road at Waypoint

BACKGROUND

The applicant requested annexation into the District in November 2002. The item was continued for a period of time. There was a general discussion of not continuing with any annexations until the District's new Sphere of Influence is completed. A letter received from LAFCo indicating they would proceed with Annexation No. 23 prior to the Sphere of Influence being completed. An annexation agreement needs to be prepared prior to proceeding with the proposed annexation.

RECOMMENDATION

Staff recommends that an annexation agreement be prepared for the Board's review for Annexation No. 23.

Board 2003/Annex 23-Nester

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

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

July 11, 2003

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

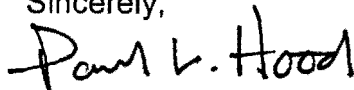
Re: Processing of Applications

Dear Doug;

As we discussed at our recent meeting, Greg Nester has asked that we process Annexation No. 23 to the Nipomo Community Services District (Lem). We will also be processing Annexation No. 25 to the Nipomo Community Services District (Robertson). These will be the only annexations that we will be processing until the sphere of influence update for the Nipomo Community Services District is completed and adopted by the Commission.

Please let me know if you have any questions.

Sincerely,



PAUL L. HOOD
Executive Officer

RECEIVED

JUL 14 2003

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

25

NIPOMO COMMUNITY SERVICES DISTRICT
ANNEXATION APPLICATION

INITIAL LAYOUT PLAN

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

1. Property Owner: Vista Roble LLC
Address: PO Box 219 Arroyo Grande Ca 93421
2. Developer: Greg Mester Const + Dev.
3. Engineer: Robert Tartaglia
4. Assessor's Parcel Number: 001-232-014
5. Location: adjacent to the southern border of tract 2331
 - A. Text/Legal Description: Being a division of lot 55 in division B of Pomery resubdivision of part of the Los Barros tract, per A/Maps/09 as filed in the office of SLOCO recorder
 - B. Provide Map (attachments: of a scale that all notes can be easily read)
6. General Description of Project: 18 1/2 acre lots for construction of single family dwellings
7. Services Requested from NCSD (types and number of connections):
Water: 18 water services for single family dwellings
Sewer: N/A
Other (solid waste, lighting, landscaping, drainage, etc.): N/A
8. Current Zoning (Include map if more than one zone applies): RS
9. Identify any proposed or pending zone changes on the property to be annexed:
N/A

RECEIVED

MAY 02 2003

NIPOMO COMMUNITY SERVICES DISTRICT

**NIPOMO COMMUNITY SERVICES DISTRICT
ANNEXATION APPLICATION
INITIAL LAYOUT PLAN**

10. Maximum number of units based on current zoning: 18
Maximum number of units based on proposed zoning: 18
Maximum number of units based on greatest potential zoning: 18
11. Proposed number of Residential units: (Describe phased construction plan if applicable): 18
12. If non-residential use, provide information as to number of plumbing fixtures, flows, loading, intended use, etc. (Describe phased construction plan if applicable):
N/A
13. Total acreage of proposed project: 19.2 acres
14. Total acreage of proposed annexation: 19.2 acres
15. If total acreage to be annexed differs from the acreage to be developed, explain the difference:
county right of way regarding power poles
16. Status of water resources available on proposed annexation acreage:
- A. Quantity - pumping log(s) and date(s): 25 gpm
- B. Quality - quality test(s) and date(s): potable
- C. To the best of your knowledge, which of the following more accurately describes your situation?
- 1) The parcel overlies a large and reliable supply of water.
- 2) The parcel does not overlie a large and reliable supply of water.
- D. Is there any existing or threatened litigation regarding the property? (Y) N
If Yes, attach explanation. Santa maria valley water suit
- E. Other information: _____
- F. Water resources currently on the site: existing 5" casing
- G. Water resources to be dedicated to NCSD: none

NIPOMO COMMUNITY SERVICES DISTRICT
ANNEXATION APPLICATION
INITIAL LAYOUT PLAN

17. Description of existing and proposed wastewater disposal system:

individual on site septic

18. Reason proponents are requesting annexation:

to provide water service
to proposed subdivision

19. Other comments:

Note:

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

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

Signed:



Full Name:

Greg Nester

Street Address:

111 Nelson Arroyo Grande Ca 93421

Mail Address (if different):

PO Box 219 Arroyo Grande Ca 93420

Home telephone number:

Work telephone number:


805 481 5182

FAX number:

805 481 2790

email address:

gregnester@hotmail.com

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 23, 2003

AGENDA ITEM

D2

JULY 23, 2003

NIPOMO HIGH SCHOOL WATER SERVICE

ITEM

Resolution to approve a time extension to complete a new service agreement with Lucia Mar Unified School District (LMUSD)

BACKGROUND

On August 10, 1999, NCSD executed an agreement with LMUSD for providing water and sewer service associated with Annexation No. 19, the new Nipomo High School. Your Honorable Board exercised a termination option in the agreement on August 14, 2002, which had a 365-day notification clause. The water District and the school District are working on a new service agreement, which has not been completed and reviewed by counsels on both sides.

NCSD has requested LAFCo for a time extension to complete Annexation No. 19, which was granted until October 17, 2003. It is suggested that a time extension to the existing water and sewer agreement be granted to the same date as the LAFCo extension (October 17, 2003).

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached resolution granting a time extension to October 17, 2003.

Board 2003/High school agreement

**RESOLUTION 2003-LMUSD
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
EXTENDING TERMINATION DATE OF AGREEMENT**

WHEREAS, on August 10, 2001, the Nipomo Community Services District (NCS D) and Lucia Mar Unified School District (LMUSD) entered into a first amendment to an agreement (Agreement) to provide water and sewer services to the new Nipomo High School, and

WHEREAS, on August 14, 2002, the NCS D initiated paragraph 3.17 of the Agreement to terminate the Agreement upon 365 days notice or August 14, 2003, and

WHEREAS, NCS D and LMUSD are working to prepare a new agreement related to water and sewer services, and

WHEREAS, NCS D and LMUSD desire to extend the termination date of the Agreement from August 14, 2003 to October 17, 2003 to facilitate final negotiations of the new agreement.

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

1. That the above recitals are true and correct, and
2. That the Board of Directors of the Nipomo Community Services District hereby extends the termination date of the Agreement from August 14, 2003 to October 17, 2003.

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

AYES: Directors
ABSENT:
ABSTAIN:
CONFLICTS:

the foregoing resolution is hereby passed and adopted this 23rd day of July, 2003.


MICHAEL WINN, President of the Board
Nipomo Community Services District

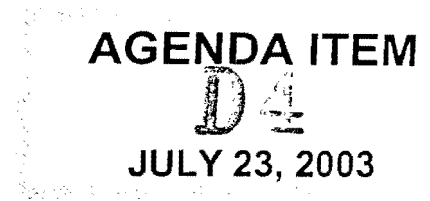
ATTEST:

AGREED:

DONNA K. JOHNSON
Secretary to the Board

On behalf of Lucia Mar Unified School
District

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 23, 2003



REQUEST FOR SERVICE
TRACT 2561 (BURNSD)

ITEM

Request for water and sewer service for an 8-lot development on S. Frontage Rd.


BACKGROUND

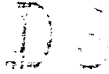
This item has been carried forward for the last two meetings for the Board's consideration for an Intent-to-Serve letter. Your Honorable Board may issue an Intent-to-Serve letter for Tract 2561, with the following conditions:

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 issue an Intent-to-Serve with conditions as mentioned above.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 10, 2003

AGENDA ITEM

JULY 10, 2003

REQUEST FOR SERVICE – TRACT 2561 (BURNSED)

ITEM

Request for Intent-to-Serve letter for an 8-parcel Planned Unit Development (PUD) on So. Frontage between Grande & Division.

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 area is to be maintained by a homeowner's association. 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.

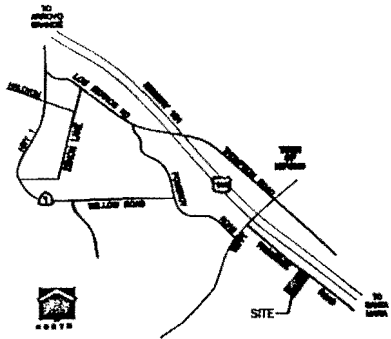
Your Honorable Board may issue an Intent-to-Serve letter for Tract 2561, with the following conditions:

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.

Vicinity Map



NO SCALE

Project Data

- PROJECT ADDRESS: FRONTAGE ROAD, NIPOMO, CALIFORNIA
- LOT SIZE: 22,199 S.F. (0.509 AC) GROSS
20,000 S.F. (0.458 AC) NET
- ZONING: RESIDENTIAL
- ASSESSOR'S PARCEL NO.: 002-381-010 & 023
- WATER SUPPLY: NIPOMO COMMUNITY SERVICES DISTRICT
- SEWAGE DISPOSAL: NIPOMO COMMUNITY SERVICES DISTRICT
- GAS: SOUTHERN CALIFORNIA GAS COMPANY
- ELECTRICITY: PACIFIC GAS & ELECTRIC
- TELEPHONE: PACIFIC BELL
- BUILDING/COVERAGE AREAS:

8 UNITS	=	4,002 S.F.	=	00.00%
PARKING/PATIO:	=	0,000 S.F.	=	00.00%
LANDSCAPING	=	0,000 S.F.	=	00.00%
TOTAL	=	00,000 S.F.	=	100.00%

11. PARKING REQUIREMENTS:

PARKING REQUIRED:

- MULTI-FAMILY DWELLINGS [(4) TWO-BEDROOM UNITS, (4) THREE-BEDROOM UNITS]
 1.5 SPACES/ 2 BD. UNIT = 1.5 x 4 = 6 RESIDENT SPACES REQUIRED
 1.5 SPACES/ 3 BD. UNIT = 2 x 4 = 8 RESIDENT SPACES REQUIRED

GUEST PARKING

- 1 SPACE + 1 FOR EACH 4 UNITS BEYOND FIRST 4
 = [8 - 4 = 4] = 1 SPACE + 1 SPACE = 2 GUEST SPACES REQUIRED

PARKING PROVIDED:

- 10 FULL SIZE SPACES = O.K.

Site Refer. Notes

- NEW 6"-6" HIGH CEMENT PLASTER WALL
- NEW 4'-0" DEEP RETENTION BASIN
- NEW NOISE MITIGATION WALL
- EXISTING EUCALYPTUS TREES TO REMAIN
- (2) NEW EUCALYPTUS TREES
- NEW 4'-0" WIDE SIDEWALK
- NEW 8"-0" WIDE LANDSCAPE PARKWAY
- "WHITE NOISE" WATER/FOUNTAIN FEATURE
- NEW WALL
- EXISTING WALL TO REMAIN
- ALTERNATE RETENTION BASIN AS REQUIRED
- COMMUNAL MAILBOXES
- HARDSCAPE "PLAZZA"
- WATER FEATURE
- HARDSCAPE PATIO
- LANDSCAPE "COMMONS" AREA
- EXISTING FRONTAGE ROAD
- NEW ROAD WIDTH EXTENSION
- CONCRETE SIDEWALK
- BEGIN NEW CURB, GUTTER & SIDEWALK
- NEW CURB GUTTER & SIDEWALK, MATCH EXISTING IMPROVEMENTS
- TRASH ENCLOSURE
- DECIDUOUS TREES
- BASKETBALL HALF-COURT
- TEMPORARY AC PAVING PER COUNTY REQUEST
- EXISTING ADJACENT SIDEWALK

General Project Notes:

- ALL PUBLIC AND PRIVATE IMPROVEMENTS SHOWN ARE TO BE CONSTRUCTION AS PART OF THIS DEVELOPMENT PLAN, AND SHALL BE INSTALLED PER COUNTY OF SAN LUIS OBISPO STANDARDS.
- BLANKET DRIVEWAY, PARKING, PEDESTRIAN ACCESS, DRAINAGE BASIN, AND COMMON AREA EASEMENTS SHALL BE INCLUDED AS PART OF THIS SUBDIVISION.
- INDIVIDUAL DOMESTIC AND IRRIGATION WATER METERS SHALL BE PROVIDED.
- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN ARE FROM A FIELD SURVEY PERFORMED BY EDA ON 05/25/02. GA+D MAKES NO GUARANTEES AS TO THE ACCURACY OF EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREIN.

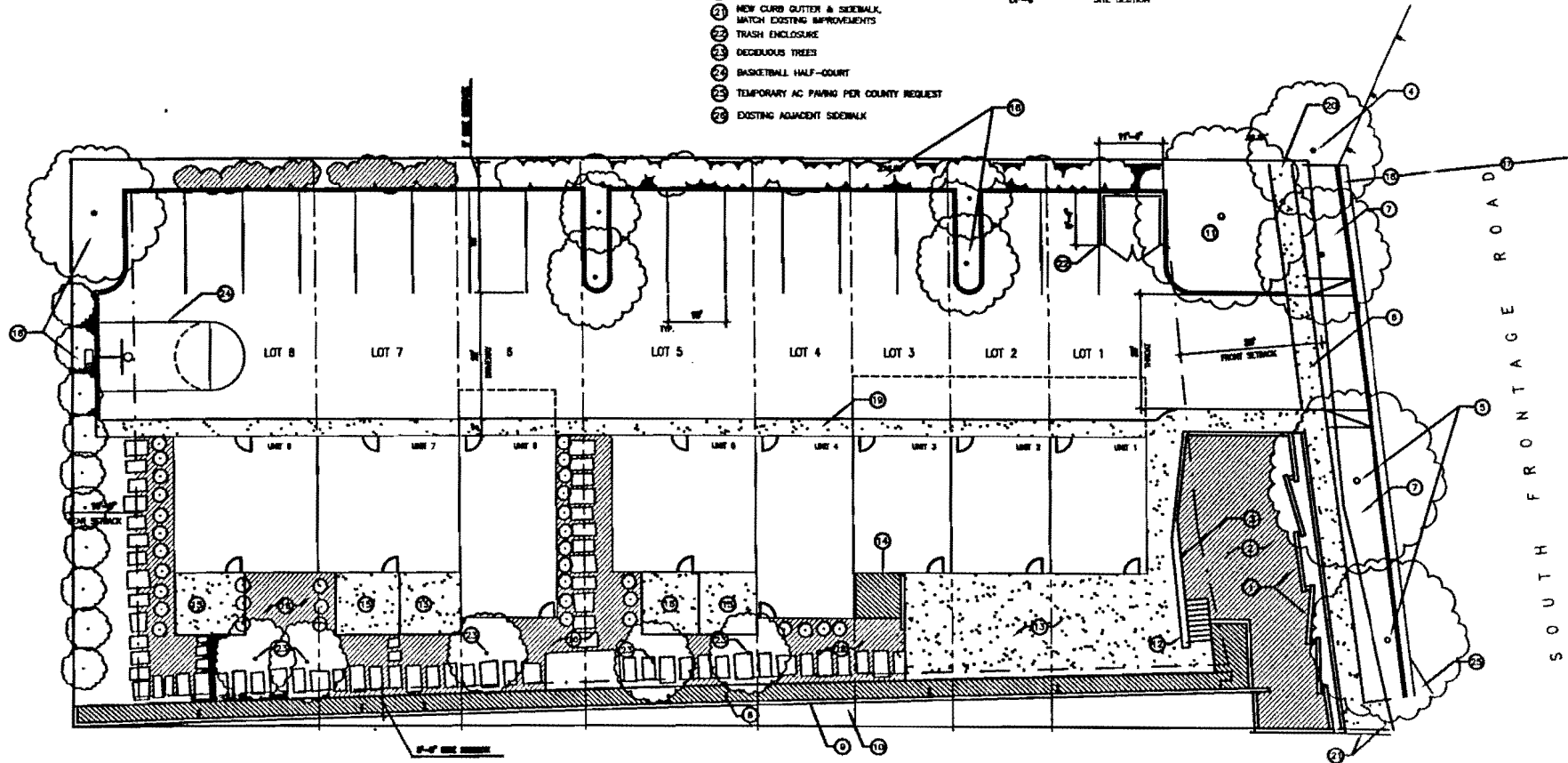
DEVELOPMENT PLAN
AND
TENTATIVE TRACT MAP

NO. 2561

BEING A PLANNED DEVELOPMENT OF A PORTION OF LOT 30, OF THE MESA GRANDE TRACT IN RAMCHO NIPOMO PER A MB 18, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

Sheet Index

SHEET NUMBER	SHEET DESCRIPTION
DP-1	SITE PLAN / DEVELOPMENT PLAN / TENTATIVE MAP
DP-2	PRELIMINARY GRADING AND DRAINAGE PLAN
DP-3	PRELIMINARY LANDSCAPE PLAN
DP-4	BUILDING PLANS - 1ST AND 2ND FLOORS
DP-5	BUILDING PLANS - 3RD FLOOR AND ROOF PLAN
DP-6	BUILDING ELEVATIONS
DP-7	BUILDING SECTIONS & DETAILS
DP-8	SITE SECTION



Site Plan / Development Plan / Tentative Tract Map

SCALE: 1"=40'



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 BURSED
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: 541-3278
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 DATE: 5-23-03 RECEIPT# 61833

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 23, 2003

AGENDA ITEM

JULY 23, 2003

OLDE TOWNE WATER AND SEWER SERVICE FUNDING AGREEMENT

ITEM

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

BACKGROUND

The SLO County has receive HCD Job Housing Balance grant funds and has allocated them to the Nipomo area for community benefit. The County has requested that the District water and sewer service lines be installed along Tefft Street prior to completion of the road project and use the grant funds to pay for these improvements.

A draft agreement has been prepared for review and approval by your Honorable Board. The agreement should be subject to the County receiving the funds and execution of the agreement.

RECOMMENDATION

Staff recommends that your Honorable Board, pending County approval, consider the attached agreement.

**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 Fund of (exact amount to be determined) (*approximately \$160,000*) herein Grant Fund from the State of California's Jobs Housing Balance Incentive Grant Program; and

WHEREAS, on March 4, 2003, the County is willing to transfer the Grant Fund to the Nipomo Community Service District for the purpose of funding projects of community-wide interest and benefit subject to the review and approval by County; and

WHEREAS, the NCSD is willing to accept and expend the Grant Fund as herein provided; and

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

1. Transfer of Grant Fund. 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 fund projects of community-wide interest and benefit.

2. **Projects of Community-wide Interest.** As used herein projects of community-wide interest and benefit means those projects (Project or Projects) that are subject to prior review and approval by the County and the NCSD.

3. **Agreed to Projects of Community-wide Interest.** The following projects are agreed as between the NCSD and the County as projects of community-wide interest and benefit:

(a) **Tefft Street enhancement project.**

(i) The installation of sewer and water laterals and similar related piping before Tefft Street is re-paved preventing further degradation of the street herein referred to as the "Tefft Street Project".

(ii) To the extent allowed by law, NCSD shall require property owners benefiting from the Tefft Street Project to each pay an amount of money equal to the improvements extended to their parcel.

(iii) Funds collected by the District as re-payment from property owners shall be segregated and subsequently re-used by the NCSD for projects of community-wide interest as defined in Section 2. above.

(iv) At the request of County, 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 Tefft Street Project, the status of the program including any problems encountered. Reports shall be submitted to the County within thirty (30) days of the County's request.

(b) Olde Towne Street Enhancement Project.

NCSD's partial funding of the Olde Towne Nipomo Association's street lighting project pursuant to a fully executed Memorandum of Understanding between the Olde Towne Nipomo Association, the NCSD and the County.

4. Term of Agreement. The term of this Agreement shall commence on the date first above written and shall terminate after the Grant Fund has been completely expended on Projects of community-wide interest or ten (10) years whichever comes first.

5. Administrative Costs. NCSD may charge its reasonable administrative costs, including engineering, legal and insurance to the Grant Fund.

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 Projects 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 Projects funded by the Grant Fund 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.

(a) The Indemnification clause referenced in sub-paragraph (b) below shall apply to all construction Projects (such as the Tefft Street Project) that will be performed under the supervision of NCSD or other Projects agreed to pursuant to paragraph 2 of this Agreement when the County requires indemnification as a condition of its approval.

(b) 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.

12. Insurance. NCS D shall obtain and maintain for the entire term of this Agreement and NCS D shall not perform any work under this Agreement until NCS D 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 -** NCS D 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 NCS D 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.

(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.

(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.

(d) 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.

(e) **Limitation on Insurance.** The insurance clauses referenced in subparagraphs (a), (b), (c) above shall only apply to all construction Projects (such as the Tefft Street Project) that will be performed under the supervision of NCSD or other Projects agreed to pursuant to paragraph 2 of this Agreement when the County requires insurance as a condition of its approval.

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 Projects funded by the Grant Fund 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 of 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: _____ Dated: _____

Deputy County Counsel

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 23, 2003

AGENDA ITEM
11
JULY 23, 2003

AGREEMENT TO PURCHASE VINTAGE STREET LIGHTING

ITEM

Review agreement to purchase vintage street lighting with HCD grant funds

BACKGROUND

Olde Towne Nipomo is planning to put in vintage streetlights along Tefft Street and along Thompson Avenue. It is anticipated using some of the HCD job housing balance grant funds to assist in purchasing some of the vintage streetlights. It is proposed that the grant funds first be used to install water and sewer service to the properties along Tefft Street and secondly to pay for the water line easement across the Nipomo park and the balance to assist in purchasing the vintage streetlights. The District's contractor has sent a change order to install the water services and additional sewer laterals in the amount of \$95,031. The change order is to install thirteen (13) 2-inch water services and 23 sewer laterals. The cost of the water and sewer services and if the park easement costs are included, this would leave approximately \$35,000 from the grant funds to purchase street lighting.

RECOMMENDATION

Staff recommends that once the water services and sewer laterals are installed and the easement costs for the park waterline is resolved, the balance may be allocated to the Olde Towne vintage street lights.

**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") and the Nipomo Community Services District (hereinafter referred to as "District") and the Olde Towne Nipomo Association (hereinafter referred to as "Association");

WITNESSETH

WHEREAS, The Olde Towne Nipomo Association desires to install vintage street lights along Tefft Street between Nipomo Creek and 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 Company 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; and

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; and

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 Company and the cost of the vintage lights; and

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 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 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 District will contribute funds from the HCD Jobs-Housing Balance 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. The amount of funds contributed will be between \$60,000.00 and \$75,000.00. The exact amount will be determined by balance remaining in HCD fund account after park water line easement and Olde Towne Nipomo Enhancement utility service line costs are determined;
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. The exact amount will be based on the amount of the NCSD contribution described in Item 6;
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 under-grounding 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. Subject to the provisions of Items 13 and 14, the County will pay the ongoing energy and maintenance costs for the lights with funds from the Nipomo Lighting District account. If control and management of the Nipomo Lighting District is provided by the Nipomo Community Services District, then the Nipomo Community Services District will pay those costs;
13. 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;

14. 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;
15. Only the mid-block 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.

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

By: _____

Dated: _____

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
Michael Winn, President

Date: _____

OLDE TOWNE NIPOMO ASSOCIATION

By: Kathy Kubiak
Kathy Kubiak, President

Dated: July 14, 2003

TO: BOARD OF DIRECTORS
FROM: DOUG JONES *D*
DATE: JULY 23, 2003

AGENDA ITEM
12
JULY 23, 2003

TEFFT STREET WATER AND SEWER PROJECT

ITEM

Approve Change Order No. 1 – Installation of water and sewer services

BACKGROUND

The District has awarded a contract M J Ross Construction Company for the installation of a 10" and 16" water line and for the installation of water services and sewer laterals to the properties on Tefft Street in the Olde Towne Nipomo Project.

SLO County wishes to have the water and sewer services to be installed before the paving of the Tefft St. project and has offered a grant to pay for these improvements. Prior to the grant funding being confirmed, the County's contractor has proceeded with installing storm drain and other improvements prior to the District awarding its contract to MJ Ross. Due to the improvements constructed by the County's contractor, the District's contractor now has to work around the existing improvements and therefore the costs for installing water and sewer services have been modified and additional services are being installed.

The District engineer has reviewed the change order and has recommended approval in the amount of \$95,031.

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached change order in the amount of \$95,031.00.

CONTRACT CHANGE ORDER NO. 1

GTA Work Order No.: ND 03-064

Job Description: **TEFFT STREET WATER & SEWER IMPROVEMENTS
NIPOMO, CALIFORNIA**

To: M. J. Ross Construction - Contractor

Attn: Michael Ross

You are hereby directed to make the herein described changes to the plans and specifications. This change order is effective on the date of approval signatures.

DESCRIPTION OF WORK TO BE DONE OR DELETED, ESTIMATE OF QUANTITIES AND PRICES TO BE PAID:

Revision: Add 13 each 2" Water Services @ \$1,967.00 each = \$25,571.00
Add 23 each 4" Sewer Services @ \$3,020.00 each = \$69,460.00
Total Add \$ 95,031.00

Original Contract Amount \$ 53,762.00

Add to
Contract Amount \$ 95,031.00

New Contract Total \$148,793.00

By reason of this order, the time of Completion will be adjusted as follows: -30- days.

Submitted by: Garing, Taylor & Assoc. Inc Date 16 July 03
Approval Recommended: [Signature] R. James Garing Date 16 July 03
Approved: _____ Date _____

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor, the prices shown above.

Accepted: M. J. Ross Construction, Inc. Date 7-16-03

By: [Signature] Title: PRESIDENT

If the contractor does not sign the acceptance of this order, his attention is directed to the requirements of the specifications as to filing a written protest within the time therein specified.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 23, 2003

AGENDA ITEM
3
JULY 23, 2003

AMENDING TRUST AGREEMENT

ITEM

Resolution approving amendment to Trust Agreement to allow bond receipts to be invested in LAIF

BACKGROUND

The District has processed through bond counsel the sale of bonds secured by property taxes for District capital improvements. The bonds have been sold and the funds have been invested as directed by the financial institution. Inadvertently, the Local Agency Investment Fund (LAIF) was not included as one of the avenues of investing the bond proceeds. To allow the District to invest in LAIF, the attached resolution needs to be adopted by your Honorable Board.

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached resolution including LAIF as an investment vehicle for the District

Board 2003/Trust agreement

RESOLUTION NO. 2003-87__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT APPROVING A
FIRST AMENDMENT TO THE TRUST AGREEMENT AND
MAKING CERTAIN OTHER DETERMINATIONS
IN CONNECTION THEREWITH**

WHEREAS, the Nipomo Community Services District is a community services district duly organized and existing under and pursuant to the Community Services District law at Section 6100 *et seq.* of the Government Code of the State of California (the "District"); and

WHEREAS, the District has previously authorized the preparation, sale and delivery of \$4,000,000 Revenue Certificates of Participation (Pipeline and Storage Facility Project) Series 2003 (the "Certificates"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the District entered into that certain Trust Agreement dated as of May 1, 2003, by and among the District, the Nipomo Community Services District Public Facilities Corporation (the "Corporation") and BNY Western Trust Company, as trustee, (the "Trust Agreement"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the District entered into that certain Installment Purchase Agreement dated as of May 1, 2003, by and between the District and the Corporation (the "Installment Purchase Agreement"); and

WHEREAS, the District has historically and desires to continue to invest funds in the Revenue Fund (as defined in the Installment Purchase Agreement) in the Local Agency Investment Fund administered by the State Treasurer of the State of California ("LAIF"); and

WHEREAS, the District now desires to amend the Trust Agreement for the purposes of adding the LAIF to the list of Permitted Investments (as defined in the Trust Agreement) for purposes of investing amounts in the Revenue Fund; and

WHEREAS, pursuant to Section 9.01(b)(1) of the Trust Agreement, the District has determined that such amendment will not adversely affect the interests of the Owners of any Certificates; and

WHEREAS, the Certificate Insurer (as defined in the Trust Agreement) has advised the District that it routinely permits funds in financings insured by it to be invested in LAIF and has stated its willingness to consent to the proposed amendment to the definition of Permitted Investments.

NOW, THEREFORE, the Board of Directors of the District hereby finds, determines, declares and resolves as follows:

SECTION 1: The above recitals are all true and correct statements and the District hereby finds that the proposed amendment to the definition of Permitted Investments will not adversely affect the interests of the Owners of the Certificates.

SECTION 2: The form of the First Amendment to Trust Agreement presented at this meeting is hereby approved, and the President, or his designee, is hereby authorized and directed to execute and deliver the First Amendment to Trust Agreement in substantially the form hereby approved together with such changes as are approved by the President, or his designee, such approval to be conclusively evidenced by the execution thereof.

RESOLUTION NO. 2003-87__
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT APPROVING A
FIRST AMENDMENT TO THE TRUST AGREEMENT AND
MAKING CERTAIN OTHER DETERMINATIONS IN
CONNECTION THEREWITH

SECTION 3: The President or his designee is authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which he may deem necessary or advisable in order to accomplish the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4: Effect. This Resolution shall take effect from and after its date of adoption.

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 23rd day of July, 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

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of Directors of NIPOMO COMMUNITY SERVICES DISTRICT at a special meeting hereof held on the 23rd day of July, 2003.

Secretary, Board of Directors
Nipomo Community Services District

FIRST AMENDMENT TO TRUST AGREEMENT

by and among

BNY WESTERN TRUST COMPANY,
as Trustee

and

NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION

and

NIPOMO COMMUNITY SERVICES DISTRICT

Relating to the

\$4,000,000
Revenue Certificates of Participation
(Pipeline and Storage Facility Project)
Series 2003

FIRST AMENDMENT TO TRUST AGREEMENT

This FIRST AMENDMENT TO TRUST AGREEMENT (this "First Amendment") made and entered into July 23, 2003, by and among BNY WESTERN TRUST COMPANY, as trustee (the "Trustee"), a banking corporation, duly organized and existing under the laws of the State of California, NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and NIPOMO COMMUNITY SERVICES DISTRICT, a community services district duly organized and existing under the laws of the State of California (the "District");

WITNESSETH:

WHEREAS, the Corporation and the District have previously authorized the preparation, sale and delivery of the \$4,000,000 Nipomo Community Services District Revenue Certificates of Participation (Pipeline and Storage Facility Project) Series 2003 (the "Certificates"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the District and the Corporation caused to be executed that certain Trust Agreement dated as of May 1, 2003, by and among the District, the Corporation and BNY Western Trust Company (the "Trust Agreement"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the District entered into that certain Installment Purchase Agreement dated as of May 1, 2003, by and between the District and the Corporation (the "Installment Purchase Agreement"); and

WHEREAS, the District and the Corporation find it in the best interest of the District to have the option of investing funds held in the Revenue Fund (as defined in the Installment Purchase Agreement) in the Local Agency Investment Fund administered by the State Treasurer of the State of California ("LAIF"); and

WHEREAS, the District and the Corporation now desire to amend the Trust Agreement for the purposes of adding the LAIF to the list of Permitted Investments as defined in the Trust Agreement; and

WHEREAS, pursuant to Section 9.01(b)(1) of the Trust Agreement, the Corporation has determined that such amendment will not adversely affect the interests of the Owners of any Certificates; and

WHEREAS, in order to facilitate such amendment, the District and Corporation have determined pursuant to the Resolutions that it is necessary to amend the Trust Agreement as set forth herein; and

WHEREAS, the Certificate Insurer has consented to the execution and delivery of this First Amendment; and

WHEREAS, such amendment is permitted to be made pursuant to Section 9.01(b)(i) of the Trust Agreement because such amendment will add to the covenants and

FIRST AMENDMENT TO TRUST AGREEMENT

agreements of the Corporation or the District contained in the Trust Agreement other covenants and agreements thereafter and will not adversely affect the interests of the Owners of the Certificates;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

Section 1. Amendment to Trust Agreement. In accordance with the provisions of Section 9.01(b)(i) of the Trust Agreement, the definition of "Permitted Investment" defined in Section 1.01 is hereby amended to include in its entirety the following:

(C) for the purpose of investments with respect to the Revenue Fund (as defined in the Installment Purchase agreement):

(i) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code.

Section 2. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of California.

Section 4. No Other Amendments. Except as amended by Section 1 above, all other provisions of the Trust Agreement shall remain in full force and effect.

FIRST AMENDMENT TO TRUST AGREEMENT

IN WITNESS WHEREOF, the NIPOMO COMMUNITY SERVICES DISTRICT has caused this Agreement to be signed in its name by the President of its Board of Directors and attested by its Secretary, the NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION has caused this Agreement to be signed in its name by its President and BNY WESTERN TRUST COMPANY, in token of its acceptance of the trusts created hereunder, has caused this Agreement to be signed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
Its: President of the Board of Directors

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITIES CORPORATION

By: _____
Its: President

ATTEST:

Secretary

BNY WESTERN TRUST COMPANY, as Trustee

By: _____
Its: _____

The undersigned hereby consents to the foregoing amendments to the Trust Agreement.

MBIA INSURANCE CORPORATION,
as Certificate Insurer

By: _____
Name: _____
Title: _____

TO: NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITIES CORPORATION
BOARD OF DIRECTORS

FROM: DOUG JONES 

DATE: JULY 23, 2003

AGENDA ITEM

1

JULY 23, 2003

AMENDING TRUST AGREEMENT

ITEM

Resolution approving amendment to Trust Agreement to allow bond receipts to be invested in LAIF

BACKGROUND

The District has processed through bond counsel the sale of bonds secured by property taxes for District capital improvements. The bonds have been sold and the funds have been invested as directed by the financial institution. Inadvertently, the Local Agency Investment Fund (LAIF) was not included as one of the avenues of investing the bond proceeds. To allow the District to invest in LAIF, the attached resolution needs to be adopted by your Honorable Board.

RECOMMENDATION

Staff recommends that your Honorable Board approve the attached resolution including LAIF as an investment vehicle for the District

Board 2003/Trust agreement

RESOLUTION NO. 2003-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITIES CORPORATION APPROVING
A FIRST AMENDMENT TO THE TRUST AGREEMENT AND
MAKING CERTAIN OTHER DETERMINATIONS IN
CONNECTION THEREWITH**

WHEREAS, the Nipomo Community Services District Public Facilities Corporation is a nonprofit public benefit corporation organized and existing under the laws of the State of California (the "Corporation") with the authority to assist in the financing of water system improvements on behalf of Nipomo Community Services District (the "District"); and

WHEREAS, the Corporation has previously authorized the preparation, sale and delivery of \$4,000,000 Revenue Certificates of Participation (Pipeline and Storage Facility Project) Series 2003 (the "Certificates"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the Corporation entered into that certain Trust Agreement dated as of May 1, 2003, by and among the District, the Corporation and BNY Western Trust Company, as trustee, (the "Trust Agreement"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the Corporation entered into that certain Installment Purchase Agreement dated as of May 1, 2003, by and between the District and the Corporation (the "Installment Purchase Agreement"); and

WHEREAS, the District has advised the Corporation of its desire to have the option of investing funds in the Revenue Fund (as defined in the Installment Purchase Agreement) in the Local Agency Investment Fund administered by the State Treasurer of the State of California ("LAIF"); and

WHEREAS, the Corporation now desires to amend the Trust Agreement for the purposes of adding LAIF to the list of Permitted Investments (as defined in the Trust Agreement) for purposes of investing the Revenue Fund; and

WHEREAS, pursuant to Section 9.01(b)(1) of the Trust Agreement, the Corporation has determined that such amendment will not adversely affect the interests of the Owners of any Certificates;

NOW, THEREFORE, the Board of Directors of the Corporation hereby finds, determines, declares and resolves as follows:

SECTION 1: The above recitals are all true and correct statements.

SECTION 2: The form of the First Amendment to Trust Agreement presented at this meeting is hereby approved, and the President, or his designee, is hereby authorized and directed to execute and deliver the First Amendment to Trust Agreement in substantially the form hereby approved together with such changes as are approved by the President, or his designee, such approval to be conclusively evidenced by the execution thereof.

RESOLUTION NO. 2003-04
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITIES CORPORATION APPROVING
A FIRST AMENDMENT TO THE TRUST AGREEMENT AND MAKING
CERTAIN OTHER DETERMINATIONS IN CONNECTION THEREWITH

SECTION 3: The President or his designee is authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which he may deem necessary or advisable in order to accomplish the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 4: Effect. This Resolution shall take effect from and after its date of adoption.

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 23rd day of July, 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

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of Directors of NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION at a special meeting hereof held on the 23rd day of July, 2003.

Secretary, Board of Directors
Nipomo Community Services District Public
Facilities Corporation

FIRST AMENDMENT TO TRUST AGREEMENT

by and among

BNY WESTERN TRUST COMPANY,
as Trustee

and

NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION

and

NIPOMO COMMUNITY SERVICES DISTRICT

Relating to the

\$4,000,000
Revenue Certificates of Participation
(Pipeline and Storage Facility Project)
Series 2003

FIRST AMENDMENT TO TRUST AGREEMENT

This FIRST AMENDMENT TO TRUST AGREEMENT (this "First Amendment") made and entered into July 23, 2003, by and among BNY WESTERN TRUST COMPANY, as trustee (the "Trustee"), a banking corporation, duly organized and existing under the laws of the State of California, NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation"), and NIPOMO COMMUNITY SERVICES DISTRICT, a community services district duly organized and existing under the laws of the State of California (the "District");

WITNESSETH:

WHEREAS, the Corporation and the District have previously authorized the preparation, sale and delivery of the \$4,000,000 Nipomo Community Services District Revenue Certificates of Participation (Pipeline and Storage Facility Project) Series 2003 (the "Certificates"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the District and the Corporation caused to be executed that certain Trust Agreement dated as of May 1, 2003, by and among the District, the Corporation and BNY Western Trust Company (the "Trust Agreement"); and

WHEREAS, in connection with the sale and delivery of the Certificates, the District entered into that certain Installment Purchase Agreement dated as of May 1, 2003, by and between the District and the Corporation (the "Installment Purchase Agreement"); and

WHEREAS, the District and the Corporation find it in the best interest of the District to have the option of investing funds held in the Revenue Fund (as defined in the Installment Purchase Agreement) in the Local Agency Investment Fund administered by the State Treasurer of the State of California ("LAIF"); and

WHEREAS, the District and the Corporation now desire to amend the Trust Agreement for the purposes of adding the LAIF to the list of Permitted Investments as defined in the Trust Agreement; and

WHEREAS, pursuant to Section 9.01(b)(1) of the Trust Agreement, the Corporation has determined that such amendment will not adversely affect the interests of the Owners of any Certificates; and

WHEREAS, in order to facilitate such amendment, the District and Corporation have determined pursuant to the Resolutions that it is necessary to amend the Trust Agreement as set forth herein; and

WHEREAS, the Certificate Insurer has consented to the execution and delivery of this First Amendment; and

WHEREAS, such amendment is permitted to be made pursuant to Section 9.01(b)(i) of the Trust Agreement because such amendment will add to the covenants and

FIRST AMENDMENT TO TRUST AGREEMENT

agreements of the Corporation or the District contained in the Trust Agreement other covenants and agreements thereafter and will not adversely affect the interests of the Owners of the Certificates;

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto do hereby agree as follows:

Section 1. Amendment to Trust Agreement. In accordance with the provisions of Section 9.01(b)(i) of the Trust Agreement, the definition of "Permitted Investment" defined in Section 1.01 is hereby amended to include in its entirety the following:

(C) for the purpose of investments with respect to the Revenue Fund (as defined in the Installment Purchase agreement):

(i) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code.

Section 2. Execution in Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3. Governing Law. This Amendment shall be construed and governed in accordance with the laws of the State of California.

Section 4. No Other Amendments. Except as amended by Section 1 above, all other provisions of the Trust Agreement shall remain in full force and effect.

FIRST AMENDMENT TO TRUST AGREEMENT

IN WITNESS WHEREOF, the NIPOMO COMMUNITY SERVICES DISTRICT has caused this Agreement to be signed in its name by the President of its Board of Directors and attested by its Secretary, the NIPOMO COMMUNITY SERVICES DISTRICT PUBLIC FACILITIES CORPORATION has caused this Agreement to be signed in its name by its President and BNY WESTERN TRUST COMPANY, in token of its acceptance of the trusts created hereunder, has caused this Agreement to be signed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

NIPOMO COMMUNITY SERVICES DISTRICT

By: _____
Its: President of the Board of Directors

NIPOMO COMMUNITY SERVICES DISTRICT
PUBLIC FACILITIES CORPORATION

By: _____
Its: President

ATTEST:

Secretary

BNY WESTERN TRUST COMPANY, as Trustee

By: _____
Its: _____

The undersigned hereby consents to the foregoing amendments to the Trust Agreement.

MBIA INSURANCE CORPORATION,
as Certificate Insurer

By: _____
Name: _____
Title: _____

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: JULY 23, 2003

**AGENDA ITEM
F
JULY 23, 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 July 10, 2003, Regular Board meeting
- F-3) DISTRICT INVESTMENT POLICY – QUARTERLY REPORT [RECEIVE AND FILE]
Quarterly investments report as of June 30, 2003
- F-4) ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS (STOKES) [REC. APPROVAL]
Resolution accepting water and sewer improvements for CO 03-0026 on Day and Thompson

WARRANTS JULY 23, 2003

**AGENDA ITEM
F-1
JULY 23, 2003**

HAND WRITTEN CHECKS

18640	07-08-03	COSTCO	220.00
18641	07-14-03	SLO COUNTY RECORDER	22.00

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
8326	07/18/03	EMP01	EMPLOYMENT DEVELOP DEPT	378.88	.00	378.88	A30714	STATE INCOME TAX
8327	07/18/03	MID01	MIDSTATE BANK-PR TAX DEP	1377.82	.00	1377.82	A30714	FEDERAL INCOME TAX
				442.98	.00	442.98	1A30714	MEDICARE (FICA)
			Check Total.....:	1820.80	.00	1820.80		
8328	07/18/03	MID02	MIDSTATE BANK - DIRECT DP	13862.15	.00	13862.15	A30714	NET PAY DEDUCTION
8329	07/18/03	PER01	PERS RETIREMENT	2369.77	.00	2369.77	A30714	PERS PAYROLL REMITTANCE
				69.03	.00	69.03	1A30714	MILITARY SERVICE CR
			Check Total.....:	2438.80	.00	2438.80		
8330	07/18/03	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A30714	WAGE ASSIGNMENT
8331	07/18/03	STA01	STATE STREET GLOBAL	735.00	.00	735.00	A30714	DEFERRED COMP
008332	07/23/03	AME02	AMERICAN INDUSTRIAL SUPPL	580.22	.00	580.22	0119789	SIDE BOX FOR TRUCK
				-290.11	.00	-290.11	0119909C	CREDIT MEMO FOR ONE SIDE
			Check Total.....:	290.11	.00	290.11		
008333	07/23/03	AQU01	AQUA-METRIC SALES CO.	568.43	.00	568.43	20725	10 5/8" METER REGISTERS
008334	07/23/03	BCS01	BASIC CHEMICAL SOLUTIONS	533.36	.00	533.36	S1354935	SODIUM HYPOCHLORITE
				333.35	.00	333.35	S1354936	SODIUM HYPOCHLORITE
			Check Total.....:	866.71	.00	866.71		
008335	07/23/03	BLA01	BLAIR, ROBERT L	100.00	.00	100.00	072303	REG BOARD MEETING
008336	07/23/03	CAL03	CALIFORNIA ELECTRIC SUPPL	193.54	.00	193.54	512989	BLACK LAKE WELL SUPPLIES
008337	07/23/03	CAN01	CA-NV SECTION AWWA	35.00	.00	35.00	01994	CERTIFICATE RENEWAL
008338	07/23/03	COM01	COMPUTER NETWORK SERVICES	32.00	.00	32.00	12794	PC SERVICE DESK MS OFFICE
008339	07/23/03	COM02	COMMUNICATION SOLUTIONS	1758.04	.00	1758.04	3169	BEVINGTON WELL ELEC MAINT
				1521.67	.00	1521.67	3173	EUREKA WELL ELEC MAINT
			Check Total.....:	3279.71	.00	3279.71		
008340	07/23/03	CRE01	CREEK ENVIRONMENTAL LABS	30.00	.00	30.00	K2528	BL WWTP LAB
				150.00	.00	150.00	K2529	ORCHARD RD WATER MAIN
				25.00	.00	25.00	K2630	CHESTNUT WATER MAIN LAB T
				30.00	.00	30.00	K2631	BLWWTP LAB TEST
				30.00	.00	30.00	K2650	BLWWTP LAB TEST
			Check Total.....:	265.00	.00	265.00		
008341	07/23/03	DIG01	DIGITAL WEST NETWORKS	150.00	.00	150.00	6333	HOSTING PACKAGE
008342	07/23/03	FAR02	FAR WEST EXPRESS	11.50	.00	11.50	E58724	DELIVERY TO SLO MAILING S
008343	07/23/03	FGL01	FGL ENVIRONMENTAL	44.80	.00	44.80	306351A	NIPOMO WWTP LAB
				44.80	.00	44.80	306352A	BL WWTP LAB
				44.80	.00	44.80	306595A	BL WWTP LAB
				44.80	.00	44.80	306596A	NIPOMO WWTP LAB
			Check Total.....:	179.20	.00	179.20		
344	07/23/03	GAR01	GARING TAYLOR & ASSOC	2718.60	.00	2718.60	3562	DANA FOOTHILL TANK SITE
				191.00	.00	191.00	3563	TEFFT ST LIFT STN BID
				845.54	.00	845.54	3564	OLDE TOWNE WATER/SEWER SE
				252.75	.00	252.75	3565	WOODLANDS WELL AQUIFER TE
				437.75	.00	437.75	3566	PCI ON SITE-MARIA VISTA
			Check Total.....:	4445.64	.00	4445.64		

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
008345	07/23/03	IKO01	IKON OFFICE SOLUTIONS	47.20	.00	47.20	16338787	COPIER MAINT
008346	07/23/03	LAF01	LAFCO	6500.00	.00	6500.00	071003	WOOD'S EIR FOR SCI
008347	07/23/03	MIG01	MIGLIAZZO, DAN	120.00	.00	120.00	070603	STEEL TOE BOOTS REIMBURSE
008348	07/23/03	MIS01	MISSION UNIFORM SERVICE	251.86	.00	251.86	063003	UNIFORMS
008349	07/23/03	NIC01	NICKSON'S MACHINE SHOP	774.84	.00	774.84	68853	SUNDALE SERVICE ENGINE
008350	07/23/03	NIP01	NIPOMO ACE HARDWARE INC	149.15	.00	149.15	38883	MISC SUPPLIES
008351	07/23/03	PAC01	PACBELL/WORLDCOM	37.96 77.89 61.67 5.88	.00 .00 .00 .00	37.96 77.89 61.67 5.88	T1470540 T1470542 T1470543 T1502791	PHONE-0161 PHONE-1133 PHONE-1341 TELEPHONE
			Check Total.....:	183.40	.00	183.40		
008352	07/23/03	PER05	PERFORMANCE METER, INC	12046.32 1415.70	.00 .00	12046.32 1415.70	6472 6473	METERS W/FIREFLY X 108 HYDRANT METERS X2
			Check Total.....:	13462.02	.00	13462.02		
008353	07/23/03	PGE01	P G & E	39123.01	.00	39123.01	070303	ELECTRICITY 4449664603-3
008354	07/23/03	QUI03	QUINN RENTAL SERVICES	76.96	.00	76.96	2044702	BLUE & GREEN MARKING PAINT
008355	07/23/03	REL01	RELIABLE	343.16	.00	343.16	YNF20301	CHAIRS FOR SHOP
008356	07/23/03	RIC01	RICHARDS, WATSON, GERSHON	38082.68	.00	38082.68	127966	WATER RIGHTS ADJUDICATION
008357	07/23/03	SAI01	SAIC	21320.99	.00	21320.99	399453	LITIGATION ON SMV GROUNDS
008358	07/23/03	SAN01	SANTA MARIA TIRE INC	172.62	.00	172.62	414509	VEHICLE SERVICE 96 P-150
008359	07/23/03	SAN09	SAN LUIS MAILING SERVICE	98.60 761.38	.00 .00	98.60 761.38	26320 M 26320 P	MAILING SERVICE POSTAGE FOR BILLS
			Check Total.....:	859.98	.00	859.98		
008360	07/23/03	SHI01	SHIPSEY & SEITZ, INC	4891.90 1846.00	.00 .00	4891.90 1846.00	061503 6/30/03	LEGAL SERVICES 5/16-6/15/ LEGAL SERVICES 6/16-6/30/
			Check Total.....:	6737.90	.00	6737.90		
008361	07/23/03	SLO02	DIV OF ENVIRON HEALTH	843.24 400.00	.00 .00	843.24 400.00	26258 26381	CROSS CONNECTION LAB TESTS
			Check Total.....:	1243.24	.00	1243.24		
008362	07/23/03	SLO05	SAN LUIS OBISPO ASSESSOR	185.95	.00	185.95	40856	DAVIS CO-APN INFO
008363	07/23/03	SOU01	SOUTH COUNTY SANITARY	14.58	.00	14.58	339292	TRASH COLLECTION
008364	07/23/03	SPE01	SPECIAL DISTRICT RISK	27961.87	.00	27961.87	2003/04	LIABILITY INSURANCE 7/1/0
008365	07/23/03	SPI01	SPIESS CONSTRUCTION CO.	41994.63	.00	41994.63	2316-05	ONE MILLION GALLON WATER
008366	07/23/03	THE01	THE GAS COMPANY	8510.34	.00	8510.34	063003	SUNDALE WELL GAS
008367	07/23/03	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	072303	REG BOARD MEETING
008368	07/23/03	USA01	USA BLUEBOOK	331.05	.00	331.05	683638	CHEM FEED PUMP CONNECTION
008369	07/23/03	VAL01	VALLEY SEPTIC SERVICE	887.70	.00	887.70	1214	JETTED SEWER LINE
008370	07/23/03	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	072303	REG BOARD MEETING
008371	07/23/03	WIN01	WINN, MICHAEL	100.00	.00	100.00	072303	REG BOARD MEETING
008372	07/23/03	WIR02	WIRSING, JUDY	100.00	.00	100.00	072303	REG BOARD MEETING
008373	07/23/03	WOO01	DOUGLAS WOOD & ASSOCIATES	2900.00	.00	2900.00	071503	EXPANDED INITIAL STUDY-SE
008374	07/23/03	XER01	XEROX CORPORATION	80.17	.00	80.17	096440481	COPIER MAINT

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

JULY 10, 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, NCSB 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 9:04 a.m. and led the flag salute.

B. ROLL CALL

NEXT ORDINANCE 2003-98

At Roll Call the following members were present: Directors Trotter, Blair, Wirsing and Winn. Director Vierheilig was absent for a planned vacation.

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.

The following members of the public spoke:

Jim Kinninger, NCAC Chairperson – asked the Board to take a stand on the other 5 areas not yet specified for the proposed Sphere of Influence.

Mark Moore, CM Nursery and Cavaletto Orchard – asks the Board to consider the farmers when using water on the east side of Nipomo. He stated that pumping may be injurious to the farmers. He asked that Mike Cavaletto read a letter from Gene Mehlschau into the record.

Mike Cavaletto, outside District – stated that he was concerned that the District will pump the east side of Nipomo dry. He read a letter from Gene Mehlschau into the record. (Attached)

Greg Nester, in District resident – stated that LAFCo has resumed the annexation for the Lem property and would like to continue with Annex. 23. He asked the Board for release from the annexation process on the Pudwill property – Annex. 22.

Homer Fox, in District resident – asked if a list of the property owners who received sewer hook-up letters could be released to the public. He asked if all septic tanks have to be connected.

[Legal Counsel Jon Seitz said there is a code section that says certain information cannot be released. President Winn answered that the properties within the Prohibition Zone should connect to the sewer system.]

D. ADMINISTRATIVE ITEMS

D-1) MONTECITO VERDE II SEWER CAPACITY FEE - PUBLIC HEARING

Consider resolutions to collect sewer capacity fees through a Zone of Benefit and to place on the tax roll

President Winn opened the meeting to a Public Hearing to discuss the approval of two resolutions to collect sewer capacity fees by a Zone of Benefit and placement on the tax rolls. There was no public comment.

Upon motion of Director Blair and seconded by Director Wirsing, the Board unanimously approved Resolution 2003-868 ordering charges to be collected on the tax rolls. There was no public comment on this motion. Vote 4-0

RESOLUTION NO. 2003-868

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ORDERING CHARGES TO BE COLLECTED
ON THE TAX ROLLS OF SAN LUIS OBISPO COUNTY**

MINUTES SUBJECT TO BOARD APPROVAL

Copy of document found at www.NipomoWIP.com

D-1) MONTECITO VERDE II SEWER CAPACITY FEE - PUBLIC HEARING (CONTINUED)

Upon motion of Director Wirsing and seconded by Director Trotter, the Board unanimously approved Resolution 2003-869 ordering delinquent charges to be collected on the tax rolls. There was no public comment on this motion. Vote 4-0

**RESOLUTION NO. 2003-869
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
FOR THE COLLECTION OF SEWER CAPACITY FEES FOR
MONTECITO VERDE II**

D-2) PAYMENT OF DISTRICT FEES - TRACT 2375 (HERNANDEZ)

Request to defer payment of fees based on permit allocations from SLO County Building Department

The Board discussed a request from the developer of Tract 2375 to pay District fees in phases according to County permit allocations.

Marty Fuller, representative for Orchard Development Company – stated that the developer would be willing to pay for the allocations they have now and the ones they will receive next year and secure the remainder with a line of credit or a bond. Upon motion of Director Trotter and seconded by Director Blair, the Board unanimously agreed to deny the request to defer payment of fees. There was no public comment on this motion. Vote 4-0

President Winn called for a recess at 9:40 a.m.

The Board came back into session at 9:48 a.m.

D-3) REQUEST FOR SERVICE – TRACT 2561 (BURNSSED)

Request for water and sewer service for an 8-lot development on S. Frontage Rd

The Board heard a request for an Intent-to-Serve letter for an 8-parcel development on So. Frontage Rd.

Tim Crawford, Central Coast Engineering and representative for Dr. Burnsed – stated that the project consisted of townhouses with CCRs and a Homeowner's Association.

There was no public comment. The Board discussed the project with Mr. Crawford.

Director Trotter asked where is the water coming from. Director Blair made a motion to approve Tract 2561. The motion died for a lack of a second.

Jon Seitz, District Legal Counsel suggested for this item to be brought back to the Board when there is a full Board and again discuss Water Code Section 350 at a future meeting.

Upon motion of Director Trotter and seconded by Director Wirsing, the Board agreed to bring the item back to the next meeting when a full Board would be present and if the discussion of Water Code 350 would be placed on the agenda. There was no public comment on this motion. Vote 3-1 with Director Blair voting no.

D-4) OLDE TOWNE WATER AND SEWER SERVICE FUNDING AGREEMENT

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

The Board discussed the agreement between NCSD & SLO County for funding service connections. Jon Seitz, District Legal Counsel stated that the District received a letter from the State that the grant monies were forthcoming.

D-4) OLDE TOWNE WATER AND SEWER SERVICE FUNDING AGREEMENT (continued)

The following members of the public spoke:

Homer Fox, in District resident – commented that he had requested an agenda packet for free and was turned down; the press gets one free and they are not here. Also he asked about the timing for installation of the laterals planned for Tefft Street, particularly for his project. [The Board assured that laterals would be installed.]

The Board continued discussing the size of the water laterals needed to be installed to each parcel. There was no action on this item.

E. OTHER BUSINESS

E-1) CSDA - NOMINATION FOR THE BOARD OF DIRECTORS
Nominated Director Dr. Robert Blair for Region 4 Director

Upon motion of Director Trotter and seconded by Director Wirsing, the Board unanimously approved Resolution 2003-870 nominating Director Blair for the position of Director to the Board of CSDA. There was no public comment on this motion. If Director Blair is elected, the Board would like to receive a report after Director Blair attends the meetings. Vote 4-0

**RESOLUTION NO. 2003 - 870
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
NOMINATING DR. ROBERT L BLAIR FOR THE BOARD OF
DIRECTORS OF THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION**

E-2) CSDA - BY-LAWS CHANGE
Approve CSDA By-Laws changes in electing Board of Directors

The Board considered proposed changes to the CSDA By-Laws. Upon motion of Director Wirsing and seconded by Director Blair, the Board approved the changes to the CSDA By-Laws for electing the Board of Directors of CSDA. There was no public comment on this motion. Vote 4-0

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 25, 2003, Regular Board meeting
- F-3) ACCEPTANCE OF EVERGREEN WATERLINE IMPROVEMENTS [REC. APPROVAL]
Resolution accepting water line improvements on Evergreen Lane

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

**RESOLUTION NO. 2003-871
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER IMPROVEMENTS
FOR THE EVERGREEN WATERLINE EXTENSION (DAVID)**

G. MANAGER'S REPORT

Doug Jones, General Manager presented information on the following:

G-1) Letter from Regional Water Quality Control Board to extend sewer collector system

Also, copies of the LAFCo Initial Study on the Sphere of Influence were given to the Board.

H. COMMITTEE REPORTS

School Committee – Directors Blair and Vierheilg met with Mr. Jones concerning the school's well.

I. DIRECTORS COMMENTS

Director Blair stated that he has applied to be on a sub-committee (Transportation) of SLOCOG.

Director Wirsing asked about the proposed cost of the Santa Maria water negotiations.

It was suggested to put the item on the Closed Session agenda for discussion.

Director Wirsing also asked how the rising cost of natural gas will affect the District operations.

President Winn asked that the following five things be agendized:

- School Water agreement
- Policy perspective of east side drilling and increased pumping
- Position on applications for annexations and to re-evaluate the Pudwill annexation
Perhaps Mr. Jones could ask Mr. Nester to re-apply for annexation.
- Water Code 350 – possible docking mechanism
- Sphere of Influence recommendation to LAFCo

Jon Seitz, District Legal Counsel, announced the need to go into Closed Session to discuss the following items. There was no public comment on the Closed Session.

The Board went into Closed Session at 11:15 a.m.

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. PUBLIC EMPLOYEE ANNUAL EVALUATION – GENERAL MANAGER GC §54956.7

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

ADJOURN

President Winn adjourned the meeting at 12:00 p.m.

The next regular Board meeting will be July 23, 2003.

13

TO: BOARD OF DIRECTORS

FROM: DOUG JONES 

DATE: JULY 23, 2003

INVESTMENT POLICY - QUARTERLY REPORT

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

Below is the June 30, 2003 Quarterly Report for your review. The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the Investment Policy.


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

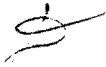
INVESTMENT POLICY-QUARTERLY REPORT 6/30/03

Investment	Institution	Amount of Deposit 6/30/03	Rate of Interest	Accrued Interest 6/30/03	Amount of Deposit 6/30/02	Rate of Interest	Accrued Interest 6/30/02
Money Market	Mid State Bank	\$72,333.64	0.44%	\$0.00	\$32,820.87	.05%	\$0.00
Savings	Mid State Bank	\$886.53	.5%	\$0.00	\$880.55	2.00%	\$0.00
Pooled Money Investment	Local Agency Investment Fund (LAIF)	\$12,601,399.80	1.77%	\$56,398.04	\$11,535,006.89	2.75%	\$77,932.55

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 2003 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

Respectfully submitted,


Doug Jones
General Manager and
Finance Officer/Treasurer

TO: BOARD OF DIRECTORS
FROM: DOUG JONES 
DATE: JULY 23, 2003

AGENDA ITEM
F 4
JULY 23, 2003

ACCEPTANCE OF WATER AND SEWER IMPROVEMENTS
CO 03-0026 (STOKES)

ITEM

Acceptance of water and sewer improvements for CO 03-0026 on Day and Thompson

BACKGROUND

Upon completion of a developer's project, the District accepts improvements of the project after all requirements have been met. The developer (Stokes) for CO 03-0026, a 5-lot development on Day Street and Thompson Avenue 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 Stokes, accepting the water and sewer improvements for CO 03-0026.

Board 2003\Accept Stokes.DOC

RESOLUTION NO. 2003-Accept Stokes

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
ACCEPTING THE WATER AND SEWER IMPROVEMENTS
FOR CO 03-0026 (STOKES)**

WHEREAS, the District approved the construction plans on October 18, 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 10, 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 CO 03-0026 (Stokes).

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 CO 03-0026 (Stokes), a 5-lot development on Day and Thompson 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 23rd day of July, 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

NIPOMO VALLEY MUTUAL WATER COMPANY
P.O. Box 1566
NIPOMO, CA 93444

July 9, 2003

Nipomo Community Services District
Nipomo, CA 93444

Dear Board Members:

We wish to express our concern for your interest in using Nipomo Valley as a source of supplemental water. The various farming operations will be put in jeopardy should water be appropriated by your district for use on the Mesa. Our water company has been exploring supplemental water for our farming use for the past fifteen years. We have a need for additional supply and improved quality. We will do whatever is necessary to protect our groundwater resources.

Sincerely,



Gene Mehlschau, president
Nipomo Valley Mutual Water Company

RECEIVED

JUL 09 2003