





**Nipomo Community Services District  
REGULAR MEETING  
AGENDA**

Special meeting April 28, 2006  
Special Meeting May 3, 2006

- D-3) STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 [RECOMMEND APPROVAL]
  - A. RESOLUTION GRANTING APPROVAL OF THE ANNUAL ENGINEER'S LEVY REPORT 2006-07
  - B. RESOLUTION DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR 2006-07
- D-4) STANDARD ENVIRONMENTAL SERVICES AGREEMENT BY TASK ORDER AND RESOLUTION ESTABLISHING PROCEDURES [RECOMMEND APPROVAL]
- D-5) AMEND BOYLE AGREEMENT FOR DESIGN OF BLACKLAKE WATER SYSTEM PUMP STATION TO ADDRESS INCREASED PROJECT SCOPE [RECOMMEND APPROVAL]
- D-6) ACCEPT TELEMETRY SYSTEM UPGRADE, ISSUE NOTICE OF COMPLETION [RECOMMEND ACCEPT]
- D-7) APPROVE UPDATE TO DISTRICT STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER IMPROVEMENTS TO BE DEDICATED TO DISTRICT [RECOMMEND APPROVAL]
  
- E. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)
  - E-1) ANNEXATION APPLICATION – APN 091-181-031 (CRAIG)  
Consider request for annexation of a 18.9 acre parcel on Willow Road. Applicant requests water service to a development of 16 – 1 acre planned lots. [Recommend Approval] – 45 minutes.
  - E-2) SERVICES REQUEST – APN 092-130-043 (ROOSEVELT APARTMENTS)  
Consider request for water and sewer service (Intent-to-Serve Letter) to a 52-unit multi-family/low income development at 750 Grande Street. [Recommend Approval] – 45 minutes.
  - E-3) CONFLICT OF INTEREST CODE REVIEW  
Review and consider update of the District Conflict of Interest Code to designate Form 700 filers and categories of disclosure. [Recommend Approval] – 45 minutes.
  - E-4) ENCUMBER AND CONSOLIDATE 2003 COP PROCEEDS  
Consider adopting a resolution encumbering, consolidating, and dedicating remaining proceeds from Certificates of Participation (COPs) issued in 2003, to the Santa Maria Inter-tie project. [Recommend Approval] – 20 minutes.
  
- F. MANAGER'S REPORT
- G. COMMITTEE REPORTS
- H. DIRECTOR'S COMMENTS
- I. CLOSED SESSION ANNOUNCEMENTS
  - 1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.

Nipomo Community Services District  
REGULAR MEETING  
AGENDA

2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9  
MARIA VISTA VS. NCSD CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9  
CITIZENS AGAINST NON-NOTIFICATION (CANN) VS. NCSD, CASE NO.  
CV 051002
4. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE  
§54956.9 – COASTKEEPER V. NCSD CV060349.
5. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE  
§54956.9 – JESSE HILL (IN PRO PER) V. NCSD CV 060325 AND RELATED  
LIABILITY CLAIM PURSUANT TO GOVT. CODE §54961.

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

K. ADJOURN TO CLOSED SESSION

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

ADJOURN

➤ **THE NEXT REGULAR BOARD MEETING IS MAY 24, 2006.  
TENTATIVELY SCHEDULED ITEMS INCLUDE:**

- Supplemental Water EIR Status Report
  - Supplemental Water Design Firm Selection
  - Street Sweeping Bids
  - Standing Committee Recommendation on Supplemental Water funding options
- A SPECIAL MEETING OF THE FULL BOARD IS SCHEDULED FOR 2 P. M. ON MAY 8, 2006, AT THE DISTRICT OFFICES, TO REVIEW THE DISTRICT ANNEXATION POLICY.
- A SPECIAL MEETING OF THE SUPPLEMENTAL WATER SUB-COMMITTEE IS SCHEDULED FOR 7 P. M. ON MAY 10, 2006, AT THE DISTRICT OFFICES, TO REVIEW FUNDING ISSUES AND OPTIONS RELATED TO THE SUPPLEMENTAL WATER PROJECT.



TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *MLB*  
DATE: MAY 5, 2006



### 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 brackets.

- D-1) WARRANTS [RECOMMEND APPROVAL]
  
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]  
Regular meeting April 26, 2006  
Special meeting April 28, 2006  
Special Meeting May 3, 2006
  
- D-3) STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 [RECOMMEND APPROVAL]
  - A. RESOLUTION GRANTING APPROVAL OF THE ANNUAL ENGINEER'S LEVY REPORT 2006-07
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- D-7) APPROVE UPDATE TO DISTRICT STANDARDS AND SPECIFICATIONS FOR WATER AND SEWER IMPROVEMENTS TO BE DEDICATED TO DISTRICT [RECOMMEND APPROVAL]



**NIPOMO COMMUNITY SERVICES DISTRICT  
WARRANTS MAY 5, 2006**



**HAND WRITTEN CHECKS**

18878	5/10/06	AMBER PESCE	75.00
18879	5/10/06	MELINDA MARCHIANO	75.00
18880	5/10/06	CLAIR BODGER	75.00
18881	5/10/06	NIKKI PESCE	50.00

**TOTAL COMPUTER  
CHECKS  
\$147,186.37**

**VOIDED CHECKS**

12021

**COMPUTER GENERATED CHECKS**

012016	04/28/06	EBY01	EBY, ED	100.00	.00	100.00	042806	SPECIAL MTG 4/28/06
012017	04/28/06	STA09	STANDARD INSURANCE	813.92	.00	813.92	MAY 2006	PREMIUM MAY 2006
012018	04/28/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	042806	SPECIAL MTG 4/28/06
012019	04/28/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	042806	SPECIAL MTG 4/28/06
012020	04/28/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	042806	SPECIAL MTG 4/28/06
012021	04/28/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	042806	SPECIAL MTG 4/28/06
012022	05/03/06	EBY01	EBY, ED	100.00	.00	100.00	5/3/06	SPECIAL MTG 5/3/06
012023	05/03/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	5/3/06	SPECIAL MTG 5/3/06
012024	05/03/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	5/3/06	SPECIAL MTG 5/3/06
012025	05/03/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	5/3/06	SPECIAL MTG 5/3/06
012026	05/03/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	5/3/06	SPECIAL MTG 5/3/06
012027	05/03/06	EBY01	EBY, ED	50.00	.00	50.00	3/30/06	COMMITTEE MTG 3/30/06
012028	05/03/06	TRO01	TROTTER, CLIFFORD	50.00	.00	50.00	3/30/06	COMMITTEE MTG 3/30/06
12029	05/05/06	EMP01	EMPLOYMENT DEVELOP DEPT	584.11	.00	584.11	A60501	STATE INCOME TAX
12030	05/05/06	MID01	MIDSTATE BANK-PR TAX DEP	2512.50	.00	2512.50	A60501	FEDERAL INCOME TAX
				25.80	.00	25.80	1A60501	FICA
				662.48	.00	662.48	2A60501	MEDICARE (FICA)
			Check Total.....:	3200.78	.00	3200.78		
12031	05/05/06	MID02	MIDSTATE BANK - DIRECT DP	19623.43	.00	19623.43	A60501	NET PAY DEDUCTION
12032	05/05/06	PER01	PERS RETIREMENT	6454.84	.00	6454.84	A60501	PERS PAYROLL REMITTANCE
12033	05/05/06	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A60501	WAGE ASSIGNMENT
12034	05/05/06	STA01	STATE STREET GLOBAL	1230.00	.00	1230.00	A60501	457 DEFERRED COMP
012035	05/10/06	ADV01	ADVANTAGE ANSWERING PLUS	92.95	.00	92.95	76005	ANSWERING SERVICE
012036	05/10/06	AIR01	AIR POLLUTION CONTROL	763.99	.00	763.99	10333	PERMIT-SOUTHLAND WWTP
012037	05/10/06	AME03	AMERI PRIDE	60.24	.00	60.24	40634	UNIFORMS
				64.74	.00	64.74	F659757	UNIFORMS
			Check Total.....:	124.98	.00	124.98		
012038	05/10/06	BOY01	BOYLE ENGINEERING CORP	2980.80	.00	2980.80	032299	SOUTHLAND WWTF UPGRADE FE
				337.50	.00	337.50	032348	PCI-HILL TRACT 2541
				270.00	.00	270.00	032350	PCI- CO 04-0342
				5233.68	.00	5233.68	032419	BL BOOSTER STATION UPGRAD
			Check Total.....:	8821.98	.00	8821.98		
012039	05/10/06	CAL03	CALIFORNIA ELECTRIC SUPPL	95.60	.00	95.60	642639	BULBS
012040	05/10/06	CAN02	CANNON ASSOCIATES	1857.50	.00	1857.50	38277	PROJECT SUPPORT
012041	05/10/06	COM02	COMMUNICATION SOLUTIONS	145.00	.00	145.00	3557	LAN CABLE SWITCH
				587.94	.00	587.94	3560	CHECK VALVE CONNECTION
				1479.18	.00	1479.18	3561	VIA CONCHA-PRESSURE TRANS
			Check Total.....:	2212.12	.00	2212.12		

**NIPOMO COMMUNITY SERVICES DISTRICT  
WARRANTS MAY 5, 2006**

**AGENDA ITEM  
D-1  
MAY 10, 2006  
PAGE TWO**

012042	05/10/06	CRE01	CREEK ENVIRONMENTAL LABS	24.00	.00	24.00	N2017	LAB TEST-BLWWTP
				24.00	.00	24.00	N2036	LAB TEST-BLWWTP
				80.00	.00	80.00	N2037	LAB TEST-WATER COLIFORM
				24.00	.00	24.00	N2071	LAB TEST-BLWWTP
				24.00	.00	24.00	N2120	LAB TEST-BLWWTP
				24.00	.00	24.00	N2152	LAB TEST-BLWTP
				24.00	.00	24.00	N2174	LAB TEST-BLWWTP
				200.00	.00	200.00	N2193	LAB TEST-WELL COLIFORM
				24.00	.00	24.00	N2194	LAB TEST-BLWWTP
				80.00	.00	80.00	N2195	LAB TEST-WATER COLIFORM
				24.00	.00	24.00	N2227	LAB TEST-BLWWTP
				24.00	.00	24.00	N2268	LAB TEST-BLWWTP
				20.00	.00	20.00	N2269	WELL TEST-CHURCH
				24.00	.00	24.00	N2295	LAB TEST-BLWWTP
				24.00	.00	24.00	N2327	LAB TEST-BLWWTP
				80.00	.00	80.00	N2346	LAB TEST-WATER COLIFORM
				24.00	.00	24.00	N2347	LAB TEST-BLWWTP
			Check Total.....:	748.00	.00	748.00		
012043	05/10/06	CUE01	CUESTA EQUIPMENT	31.69	.00	31.69	158281	SUPPLIES
012044	05/10/06	CUL02	CULLIGAN WATER CONDITION	26.34	.00	26.34	APRIL	DELIVERY
012045	05/10/06	EBY01	EBY, ED	100.00	.00	100.00	051006	BOARD MEETING 5/10/06
012046	05/10/06	ELE01	ELECTRONIC PRTS SUPERMART	10.56	.00	10.56	20758	LAMP BULBS
012047	05/10/06	FAR01	FARM SUPPLY COMPANY	171.65	.00	171.65	970027	SUPPLIES
012048	05/10/06	FAR02	FAR WEST EXPRESS	14.00	.00	14.00	159332	DELIVERY
012049	05/10/06	FGL01	FGL ENVIRONMENTAL	800.00	.00	800.00	603806	CONSUMER CONFIDENCE REPOR
				291.00	.00	291.00	603282A	LAB TEST-BLWWTP
				1960.00	.00	1960.00	603528A	LAB TEST-RADIUM MONITORIN
				52.00	.00	52.00	603804A	LAB TEST-BLWWTP
				176.00	.00	176.00	603805A	LAB TEST-NIPOMO WWTP
			Check Total.....:	3279.00	.00	3279.00		
012050	05/10/06	GAR01	GARING TAYLOR & ASSOC	1148.52	.00	1148.52	6189	PCI-MARIA VISTA
012051	05/10/06	GIL01	GLM, INC.	300.00	.00	300.00	32001	LANSCAPE MAINTENANCE
				100.00	.00	100.00	83004	LANDSCAPE-BLWTP
			Check Total.....:	400.00	.00	400.00		
012052	05/10/06	GRO01	GROENIGER & CO	244.59	.00	244.59	549426	SCH 80 PVC SUPPLIES
012053	05/10/06	GWA01	GWA INC	25.00	.00	25.00	60410553	ALARM MONITORING
012054	05/10/06	IMP02	IMPAC GOVERNMENT SERVICES	350.00	.00	350.00	050306A	GOVT AFFAIRS DAY SEMINAR
				91.64	.00	91.64	050306B	OFFICE SUPPLIES
				312.12	.00	312.12	050306C	DISPLAY BOOTH POP UP TENT
			Check Total.....:	753.76	.00	753.76		
012055	05/10/06	IRO01	IRON MOUNTAIN RECORDS MGT	25.52	.00	25.52	EF60125	SHREDDING
012056	05/10/06	JAC01	JACK'S REPAIR & SALES	41.97	.00	41.97	19778	PART
012057	05/10/06	LEB02	LeBRUN, MICHAEL	44.50	.00	44.50	A60504	MILEAGE REIMBURSEMENT
012058	05/10/06	MCD01	McDONOUGH HOLLAND & ALLEN	4463.80	.00	4463.80	175308	LEGAL SERVICES
012059	05/10/06	MID05	MID STATE BANK PETTY CASH	124.80	.00	124.80	050506	POSTAGE & OFFICE SUPPLIES
012060	05/10/06	MOR02	MORE OFFICE SOLUTIONS	589.88	.00	589.88	237845	PUNCHER FOR COPIER
				145.34	.00	145.34	298140	COPIER MAINT-COLOR
			Check Total.....:	735.22	.00	735.22		
012061	05/10/06	NEX01	NEXTEL COMMUNICATIONS	301.44	.00	301.44	7314-053	CELLULAR SERVICE
012062	05/10/06	NIP01	NIPOMO ACE HARDWARE INC	1100.90	.00	1100.90	APRIL	SUPPLIES
012063	05/10/06	NIP09	NIPOMO MARKET PLACE	1806.75	.00	1806.75	320988	FUEL
012064	05/10/06	NUT01	NU TECH PEST MGMT	265.00	.00	265.00	56129	PEST CONTROL
				185.00	.00	185.00	56704	PEST CONTROL
			Check Total.....:	450.00	.00	450.00		
012065	05/10/06	PAC01	SBC/MCI	.90	.00	.90	T4903525	TELEPHONE
012066	05/10/06	PER04	PERRY'S ELECTRIC MOTORS	1320.58	.00	1320.58	6047	SOUTHLAND AERATOR



**NIPOMO COMMUNITY SERVICES DISTRICT  
WARRANTS MAY 5, 2006**

**AGENDA ITEM  
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MAY 10, 2006  
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012067	05/10/06	PGE01	P G & E	28259.07	.00	28259.07	APRIL	ELECTRICITY-APRIL
012068	05/10/06	POO01	POOR RICHARD'S PRESS	565.46	.00	565.46	107512	CONSUMER CONFIDENCE REPOR
012069	05/10/06	PRE01	PRECISION JANITORIAL	275.00	.00	275.00	149	APRIL JANITOR
012070	05/10/06	PWM01	PW MANN ELECTRIC INC	975.53	.00	975.53	6031	BLWWTP CONTACT CHAMBER
				915.33	.00	915.33	6031A	SECURITY LIGHTING
			Check Total.....:	1890.86	.00	1890.86		
012071	05/10/06	QUI01	QUILL CORPORATION	74.86	.00	74.86	6456443	COPY PAPER
012072	05/10/06	QUI03	QUINN RENTAL SERVICES	40.60	.00	40.60	2071608	SUPPLIES
				23.86	.00	23.86	2071958	SUPPLIES
			Check Total.....:	64.46	.00	64.46		
012073	05/10/06	RAK01	RAK INDUSTRIES	114.89	.00	114.89	414230	INSECT REPELLANT
012074	05/10/06	REE02	THE REED GROUP INC	1045.85	.00	1045.85	818	SUPPL WATER FINANCING
012075	05/10/06	REL01	RELIABLE	1.82	.00	1.82	FFD15300	OFFICE SUPPLIES
				73.92	.00	73.92	YB0048800	OFFICE SUPPLIES
			Check Total.....:	75.74	.00	75.74		
012076	05/10/06	SAN01	SANTA MARIA TIRE INC	348.12	.00	348.12	A60503	VECHILE REPAIR
012077	05/10/06	SAN04	SANTA MARIA TIMES	134.91	.00	134.91	989186	CLEAN UP DAY AD
012078	05/10/06	SAN13	SAN LUIS POWERHOUSE	300.80	.00	300.80	20367	BATTERY MAINTAINER
012079	05/10/06	SNY01	SNYDER LANDSCAPE MAINT CO	553.00	.00	553.00	143	LANDSCAPE MAINT-APRIL
012080	05/10/06	SOU01	SOUTH COUNTY SANITARY	35.33	.00	35.33	1402703	OFFICE TRASH
				165.80	.00	165.80	1410883	OLD TOWN COLLECTION
			Check Total.....:	201.13	.00	201.13		
012081	05/10/06	STA03	STATEWIDE SAFETY & SIGNS	2503.22	.00	2503.22	47905	6 FLOTATION DEVICE W/CABI
012082	05/10/06	STA07	SRF ACCOUNTING OFFICE	42180.25	.00	42180.25	064501121	SFR LOAN ANNUAL DEBT SERV
012083	05/10/06	THE01	THE GAS COMPANY	104.98	.00	104.98	A60428	OFFICE HEAT
				9.53	.00	9.53	A60501	GAS ENGINE-TOWN WWTP
			Check Total.....:	114.51	.00	114.51		
012084	05/10/06	THE03	THE PERFORMANCE GROUP	99.88	.00	99.88	45683	POSTAGE RIBBONS
012085	05/10/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	051006	BOARD MEETING 5/10/06
012086	05/10/06	UNI01	UNION ASPHALT, INC.	262.31	.00	262.31	229491	CLASS II BASE
012087	05/10/06	VER01	VERIZON	29.55	.00	29.55	050106	TELEPHONE
				29.50	.00	29.50	A60501	TELEPHONE
			Check Total.....:	59.05	.00	59.05		
012088	05/10/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	051006	BOARD MEETING 5/10/06
012089	05/10/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	051006	BOARD MEETING 5/10/06
012090	05/10/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	051006	BOARD MEETING 5/10/06
012091	05/10/06	WOO01	DOUGLAS WOOD & ASSOCIATES	2323.67	.00	2323.67	050106	CONSULTING-EIR
012092	05/10/06	\N009	RICE, MARINA	843.64	.00	843.64	000A60501	MQ CUSTOMER REFUND

# NIPOMO COMMUNITY SERVICES DISTRICT

*Celebrating 41 - Years of Service 1965 - 2006*

## MINUTES

**APRIL 26, 2006 9:00 A. M.**

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

### BOARD of DIRECTORS

LARRY VIERHEILIG, **PRESIDENT**  
MICHAEL WINN, **VICE PRESIDENT**  
JUDITH WIRSING, **DIRECTOR**  
CLIFFORD TROTTER, **DIRECTOR**  
ED EBY, **DIRECTOR**

### PRINCIPAL STAFF

MICHAEL LEBRUN, **GENERAL MANAGER**  
LISA BOGNUDA, **ASSIST. ADMINISTRATOR**  
DONNA JOHNSON, **BOARD SECRETARY**  
JON SEITZ, **GENERAL COUNSEL**

Mission Statement: The Nipomo Community Services District's mission is to provide the citizens of the District with quality, innovative, and cost-effective services through responsive and responsible local government to meet the changing needs of the community.

00:00:00

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

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

#### B. ROLL CALL

At Roll Call, Directors Vierheilig, Trotter, Eby and Wirsing were present. Director Winn arrived shortly after roll call.

00:01:18

#### C. PUBLIC COMMENT PERIOD

##### PUBLIC COMMENT

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.**

Homer Fox, District resident, asked for clarification of an item on the Supplemental Water Committee Agenda regarding water meters located on vacant lots. The General Manager indicated that Mr. Fox had made a public documents request regarding this matter the previous day and that Staff would respond.

Joy Evans, Nipomo resident, suggested the Board consider evening meetings to accommodate the working residents and consider televising the meetings.

00:14:21

#### D. CONSENT AGENDA

##### D-1) WARRANTS

##### D-2) BOARD MEETING MINUTES

Regular meeting April 12, 2006

##### D-3 SAFETY MEETING MINUTES

Safety meeting April 14, 2006

##### D-4) SELECT APPRAISER TO PERFORM ROUGH/TENTATIVE APPRAISALS IN SUPPORT OF INTERTIE PROJECT

##### D-5) PROPERTY TAX EXCHANGE FOR PROPOSED HOLLOWAY ANNEXATION #27

RESOLUTION NO. 2006-970

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE  
AND ANNUAL TAX INCREMENT FROM COUNTY OF SAN LUIS OBISPO  
TO NIPOMO COMMUNITY SERVICES DISTRICT  
FOR ANNEXATION NO. 26 (HOLLOWAY)

Upon motion of Director Eby, and seconded by Director Winn, the Board approved the Consent Agenda with amendments. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Winn, Trotter, Wirsing, and Vierheilig	None	None

MINUTES SUBJECT TO BOARD APPROVAL

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



00:21:43

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

E-1) AMEND ANNEXATION POLICY

Director Eby stated that he thought the amendments proposed were going to be minor, however, it appears to him that they are major changes and would like to spend more time reviewing them.

Director Wirsing and Trotter agreed.

Upon the motion of Director Trotter and seconded by Director Eby, the Board unanimously agreed to defer action on the policy until it can be examined further, but would like to hear comments today. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Eby, Winn, Trotter, Wirsing, and Vierheilig	None	None

Director Wirsing would like the proposed changes to be presented in the traditional red-line format rather than what is presented today.

Director Vierheilig suggested a Study Session be conducted.

The following members of the public spoke:

Greg Nester, District Resident, stated that the cost of a mutual water company for 8 homes on Sundale is approximately \$335,000.

Jon Seitz, District Legal Counsel, would like the Board of Directors comments delivered to Staff prior to the Study Session so Staff may consider them.

Upon motion of Director Trotter and seconded by Director Eby, the Board unanimously agreed to hold a Special Meeting to discuss the Annexation Policy. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Eby, Winn, Trotter, Wirsing, and Vierheilig	None	None

00:50:55

E-2) HETRICK WATER LINE UPGRADE

Bruce Buel, Projects Assistant, reviewed the proposed project and explained the need to hire an Environmental Consultant to conduct environmental review.

Josh Reynolds, Boyle Engineering, presented drawings to the Board and answered questions about the project. The preliminary engineer's estimate is \$203,000 plus a 15% contingency, but this may change due to rising costs of materials.

Director Wirsing asked why this project is going forward. Mr. LeBrun stated that this project was listed in the Water and Sewer Master Plan Update 2002 and would help with flow restrictions and improve the water distribution system.

There was no Board action.

01:11:00

E-3) SUPPLEMENTAL WATER LAND USE ORDINANCE

Mr. LeBrun presented a draft letter to San Luis Obispo County outlining the Board's position on the Land Use Ordinance Amendment. The Board suggested grammatical corrections to the letter.

Director Eby suggested that the word restriction be replaced with the word guideline.

Director Wirsing suggested to emphasize this LUO should not facilitate GPA's.

Jon Seitz, District Legal Counsel, stated this LUO creates a restriction on GPA's.

President Vierheilig would like the letter sent the Board of Supervisors and Victor Holanda.

There was no public comment.



Nipomo Community Services District  
REGULAR MEETING  
Minutes

Upon the motion of Director Winn and seconded by Director Trotter, the Board approved the letter with the edits. Vote 4-1

YES VOTES	NO VOTES	ABSENT
Directors, Winn, Trotter, Eby, and Vierheilg	Wirsing	None

01:29:00

E-4) PROPOSED STATEWIDE GENERAL WASTE DISCHARGE REQUIREMENTS FOR WASTEWATER COLLECTION SYSTEMS

Bruce Buel, Projects Assistant gave an overview and stated that NCSD should be able to comply and should see this as an opportunity to fine tune the collection system and response protocol. Mr. Buel also stated that NCSD is not liable for discharge from private property owners.

Director Trotter asked if quality issues are addressed. Mr. Buel stated "no", with the exception of collection system pre-treatment requirements.

There was no public comment.

There was no Board action.

01:45:00

E-5) APPOINT DISTRICT REPRESENTATIVE TO SOUTH COUNTY ADVISORY COUNCIL

Director Eby is now a voting member of SCAC and can no longer represent NCSD. Director Winn volunteered.

There was no public comment.

President Vierheilg nominated Director Winn. Director Trotter seconded the nomination.

Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors, Vierheilg, Trotter, Eby, Wirsing and Winn	None	None

Director Winn excused himself from the meeting at 11:05 a.m.

01:50:00

E-6) INVESTMENT POLICY – FIRST QUARTER REPORT

Director Trotter left the room at 11:08 a.m.

There was no public comment.

Upon motion by Director Eby and seconded by Director Wirsing, the Board unanimously approved accept and file the first quarter investment policy report. Vote 3-0

YES VOTES	NO VOTES	ABSENT
Directors, Eby, Wirsing and Vierheilg	None	Winn and Trotter

01:53:00

E-7) QUARTERLY FINANCIAL REPORT – THIRD QUARTER

Director Trotter returned to the room at 11:13 a.m.

Director Eby and Vierheilg asked questions.

There was no public comment.

Upon motion by Director Eby and seconded by Director Wirsing, the Board unanimously approved to accept and file the third quarter financial report. Vote 4-0

YES VOTES	NO VOTES	ABSENT
Directors, Eby, Wirsing, Trotter and Vierheilg	None	Winn

02:02:00

F. MANAGER'S REPORT

Michael LeBrun, District General Manager-reviewed the Board Letter. A Study Session for the Draft Budget was set for May 3, 2006 at 8:30 a.m.

There was no public comment.



02:30:05

G. COMMITTEE REPORTS

Bruce Buel, Projects Assistant handed out a revised set of minutes for the April 19, 2006, Supplemental Water Project Committee Meeting.  
The Finance Committee met with Staff on April 17 to review the draft Budget.  
The Personnel Committee did not meet.

02:39:00

H. DIRECTOR'S COMMENTS

Director Trotter stated that he and Bruce Buel are going to the Valley for a tour and would like approval from the Board. Upon motion of Director Eby and seconded by President Vierheilig, the Board authorized the trip and associated expenditures pursuant to the Board By-Laws. Vote 4-0

YES VOTES	NO VOTES	ABSENT
Directors, Eby, Vierheilig, Wirsing and Trotter	None	Winn

Director Eby stated the outside speaker is not working. The annexation policy changes were difficult to follow. The Board should consider revisiting the Board meeting times on a future agenda, however, he does not favor a new poll. SCAC will meet again on the Growth Management Ordinance.

Director Wirsing suggested that our Water Conservation/Compliance Specialist prepare educational materials on the maintenance of septic tanks.

President Vierheilig stated the Personnel Committee will meet on May 3 at 3:00 p.m. to have a Kick Off meeting with the recruiting firm. On April 13, he and Madonna met with the Blacklake Gyro Men's Club and made a presentation on native plants and water conservation. On May 1 at 5:30 p.m. at Nipomo High School the Chamber of Commerce is hosting a Plan for the Future meeting.

At 11:49 a.m., Jon Seitz, District Legal Counsel, announced the following items to be discussed in Closed Session.

02:49:00

I. CLOSED SESSION ANNOUNCEMENTS

1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9  
SMVWCD VS NCSA SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9  
MARIA VISTA VS. NCSA CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9  
CITIZENS AGAINST NON-NOTIFICATION (CANN) VS. NCSA, CASE NO. CV 051002
4. PUBLIC EMPLOYEE APPOINTMENT – INTERIM GENERAL MANAGER  
GOVERNMENT CODE §54957 (TENTATIVELY SCHEDULED FOR 1:30 P.M.)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public.

K. ADJOURN TO CLOSED SESSION

02:51:15

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 3:15 p.m. Jon Seitz, District Legal Counsel, announced that the Board heard an update on the items listed above and conducted interviews with prospective Interim General Manager candidates. There was no reportable action.

ADJOURN

President Vierheilig adjourned the meeting at 3:17 p.m.

➤ **THE NEXT REGULAR BOARD MEETING IS MAY 10, 2006.**

**TENTATIVELY SCHEDULED ITEMS INCLUDE:**

- Conflict of Interest Code Review
- 2003-Certificates of Participation Resolution
- Southland Upgrade Standards
- Blacklake Water Plant Design Agreement Amendment
- Review Environmental Services Proposals



# NIPOMO COMMUNITY SERVICES DISTRICT

Friday, April 28, 2006

9:00 A. M.

## MINUTES

### BOARD of DIRECTORS

LARRY VIERHEILIG, PRESIDENT  
MICHAEL WINN, VICE PRESIDENT  
ED EBY, DIRECTOR  
CLIFFORD TROTTER, DIRECTOR  
JUDITH WIRSING, DIRECTOR

### PRINCIPAL STAFF

MICHAEL LEBRUN, GENERAL MANAGER  
LISA BOGNUDA, ASSIST. ADMINISTRATOR  
DONNA JOHNSON, BOARD SECRETARY  
JON SEITZ, GENERAL COUNSEL

### MEETING LOCATION

District Board Room  
148 S. Wilson Street  
Nipomo, California

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## Special Meeting Minutes

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### A. CALL TO ORDER AND FLAG SALUTE

President Vierheilig called the meeting to order at 9:02 a.m. and led the flag salute.

### B. ROLL CALL

At Roll Call, Directors Vierheilig, Trotter, Wirsing and Eby were present. Director Winn was absent.

### C. PUBLIC COMMENT PERIOD

There was not public comment.

## CLOSED SESSION

### PUBLIC EMPLOYMENT GC §54957 – INTERIM GENERAL MANAGER POSITION – EMPLOYMENT

The Board adjourned to Closed Session at 9:03 a.m.

The Board came back into Open Session at 10:03 a.m. President Vierheilig announced the Board had ranked the candidates and directed him to proceed with contract negotiations for the Interim General Manager Position.

## ADJOURN

President Vierheilig adjourned the meeting at 10:04 a.m.

**MINUTES SUBJECT TO BOARD APPROVAL**

# NIPOMO COMMUNITY SERVICES DISTRICT

WEDNESDAY, MAY 3, 2006

8:30 A. M.

## MINUTES

### BOARD of DIRECTORS

LARRY VIERHEILIG, PRESIDENT  
MICHAEL WINN, VICE PRESIDENT  
ED EBY, DIRECTOR  
CLIFFORD TROTTER, DIRECTOR  
JUDITH WIRSING, DIRECTOR

### PRINCIPAL STAFF

MICHAEL LEBRUN, GENERAL MANAGER  
LISA BOGNUDA, ASSIST. ADMINISTRATOR  
DONNA JOHNSON, BOARD SECRETARY  
JON SEITZ, GENERAL COUNSEL

### MEETING LOCATION

District Board Room  
148 S. Wilson Street  
Nipomo, California

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## Special Meeting Minutes

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### A. CALL TO ORDER AND FLAG SALUTE

President Vierheilig called the meeting to order at 8:37 a.m. and led the flag salute.

### B. ROLL CALL

At Roll Call, all Directors were present.

### C. PUBLIC COMMENT PERIOD

There was not public comment.

## ADMINISTRATIVE ITEM

### STUDY SESSION TO REVIEW DRAFT OF 2006-2007 FISCAL YEAR BUDGET

The Board of Directors reviewed the draft budget with District Staff. The Board of Directors asked for the following to be included in the budget:

- Introductory pages 1-4 be enhanced
- Add more descriptions to the Capital Improvements Shared Project Cost Summary

### ADJOURN

President Vierheilig adjourned the meeting at 9:48 a.m.

**MINUTES SUBJECT TO BOARD APPROVAL**



TO: BOARD OF DIRECTORS  
FROM: MICHAEL LEBRUN *ML*  
DATE: MAY 5, 2006



APPROVAL OF THE ENGINEER'S LEVY REPORT AND DECLARATION OF INTENTION TO LEVY ANNUAL ASSESSMENTS FOR STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2006-2007

**ITEM**

Approval of resolutions granting approval of the engineer's levy report and declaration of intention to levy annual assessments for the Street Landscape Maintenance District No. 1 for Fiscal Year 2006-2007.

**BACKGROUND**

On April 12 2006, the Board of Directors adopted Resolution 2006-969 entitled:

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR ANNUAL LEVY OF ASSESSMENTS FOR THE STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2006-2007 PURSUANT TO THE PROVISIONS OF PART 2 OF THE DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Michael LeBrun, General Manager and Registered Engineer, was directed to prepare the annual levy report (attached). Pursuant to Proposition 218 and the Petition Requesting Formation of the Street Landscape Maintenance District, the annual levy may be increased by a percentage equal to the Consumer Price Index (CPI). While the CPI defines the maximum rate for the District may increase the levy each year, the actual amount to be assessed is based on the annual budget and may be less than the maximum rate. Property owners within the assessment district must approve any proposed assessment that exceeds the adjusted maximum rate based on the CPI.

Since inception, the annual assessments have been as follows:

Fiscal Year 2003-2004(first year of assessment)	\$345.00
Fiscal Year 2004-2005 (CPI increase)	\$346.96
Fiscal Year 2005-2006 (CPI increase)	\$354.94
Fiscal Year 2006-2007 (proposed)	\$365.34

**RECOMMENDATION**

Staff recommends approval of Resolutions

**ATTACHMENT**

Engineer's Annual Levy Report  
Resolutions (2)

NIPOMO COMMUNITY SERVICES DISTRICT  
ENGINEER'S ANNUAL LEVY REPORT  
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1  
FISCAL YEAR 2006-2007

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Introduction

Nipomo Community Services District ("NCSD") annually levies and collects special assessments to maintain improvements within Street Landscape Maintenance District No. 1 ("District"). The District was formed and annual assessments are established pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act").

This Engineer's Annual Report ("Report") describes the District and the proposed assessments for the fiscal year 2006-2007. The assessments are based on the historical and estimated future costs to maintain the improvements that provide a direct and special benefit to properties within the District.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessor Parcel Number by the San Luis Obispo County Assessor's Office. The San Luis Obispo County Auditor/Controller uses Assessor Parcel Numbers and specific Fund Numbers to identify properties assessed for special district benefit assessments on the tax roll.

Effect of Proposition 218

In November 1996, California voters approved Proposition 218 that established specific requirements for the on going imposition of taxes, assessments and fees. The provisions of the Proposition are now contained in the California Constitutional Articles XIII C and XIII D.

All assessments described in this Report and approved by the Board of Directors are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIII D.

The assessments adopted include the District's annual inflationary adjustment to the maximum assessment rate. This annual inflationary adjustment to the maximum assessment rate is provided in this Report.

Description of the District and Services

The District (formed on April 9, 2003) provides and ensures the continued maintenance, servicing, administration and operation of landscaping located within the public rights-of-way and dedicated landscape easements in Tract 2409, a 28 lot subdivision commonly known as Vista Verde Estates, located off of West Tefft across from Dana Elementary School.



NIPOMO COMMUNITY SERVICES DISTRICT  
ENGINEER'S ANNUAL LEVY REPORT  
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1  
FISCAL YEAR 2006-2007

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Improvements within the District include the maintenance and operation and the furnishing of services and materials for landscaping which include trees, shrubs, grasses and other ornamental vegetation, and appurtenant facilities, including irrigation systems.

Method of Apportionment

General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

The formula used for calculating assessments of the District therefore reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on the benefits to each parcel.

Benefit Analysis

The associated costs and assessments have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the California Constitution and 1972 Act. The improvements associated with the District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of ensuring the maintenance and operation of the improvements are of direct and special benefit to the properties.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receive special benefit from the improvements provided by the District. The desirability of properties is enhanced by the presence of local improvements in close proximity to those properties.

The special benefits associated with landscaped improvements are specifically:



NIPOMO COMMUNITY SERVICES DISTRICT  
ENGINEER'S ANNUAL LEVY REPORT  
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1  
FISCAL YEAR 2006-2007

- 
- Enhanced desirability of properties through association with the improvements.
  - Improved aesthetic appeal of properties providing a positive representation of the area.
  - Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
  - Environmental enhancement through improved erosion resistance, dust and debris control.
  - Increased sense of pride in ownership of property within the District resulting in well-maintained improvements associated with the properties.
  - Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings.

Based on the preceding special benefits, it has been determined that the improvements provided through the District and for which parcels are assessed, contribute to aesthetic value and desirability of those properties. It has further been determined that these improvements, either individually or collectively are provided for the special benefit and enhancement of properties within the District and provide no measurable general benefit to properties outside the District or to the public at large.

Assessment Methodology

The maximum annual assessment that may be levied each fiscal year includes an annual inflationary adjustment to the maximum assessment rate based on the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in San Francisco/San Jose for February 28 of the current year over the previous year's index on the same date. Although the maximum rate for the District may increase each year, the actual amount to be assessed is based on the annual budget and may be less than the maximum rate. The property owners must approve any proposed assessment that exceeds the adjusted maximum rate before it can be imposed.

The maximum assessment that may be levied in a fiscal year is increased annually by the following formula

<p>(Prior Year's Annual Maximum Assessment x CPI) Plus Prior Year's Annual Maximum Assessment</p>	}	= Current Year's Annual Maximum Assessment
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The percentage change used is the annual change for the preceding 12 months. The annual inflation factor applied for the fiscal year 2006-2007 is based on the



NIPOMO COMMUNITY SERVICES DISTRICT  
 ENGINEER'S ANNUAL LEVY REPORT  
 STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1  
 FISCAL YEAR 2006-2007

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percentage change from February 2006 to February 2005 and has been identified as 2.93% (annual percentage change currently available).

Fiscal Year 2006-2007 District Budget

DESCRIPTION	2006-2007 BUDGET
Contract Landscape Maintenance	\$6,636
Plant attrition and normal loss	720
Water	2,244
Electricity	120
Reserve	720
Administration	600
TOTAL COST	\$11,040
COST PER PARCEL	\$394.28

MAXIMUM ALLOWABLE ASSESSMENT PER PARCEL (APPLYING INFLATIONARY ADJUSTMENT)	
2005-2006 Maximum Assessment	\$354.94
X CPI (2.93%)	\$10.40
Plus Prior Year's Maximum Assessment	\$354.94
2006-2007 Annual Assessment	\$365.34

NIPOMO COMMUNITY SERVICES DISTRICT  
ENGINEER'S ANNUAL LEVY REPORT  
STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1  
FISCAL YEAR 2006-2007

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Lot Number	Assessor Parcel Number	Annual Assessment
1	092-512-001	\$365.34
2	092-512-002	\$365.34
3	092-512-003	\$365.34
4	092-512-004	\$365.34
5	092-512-005	\$365.34
6	092-512-006	\$365.34
7	092-512-007	\$365.34
8	092-512-008	\$365.34
9	092-512-009	\$365.34
10	092-512-010	\$365.34
11	092-512-011	\$365.34
12	092-512-012	\$365.34
13	092-512-013	\$365.34
14	092-512-014	\$365.34
15	092-512-015	\$365.34
16	092-512-016	\$365.34
17	092-512-017	\$365.34
18	092-512-018	\$365.34
19	092-512-019	\$365.34
20	092-512-020	\$365.34
21	092-512-021	\$365.34
22	092-512-022	\$365.34
23	092-512-023	\$365.34
24	092-512-024	\$365.34
25	092-512-025	\$365.34
26	092-512-026	\$365.34
27	092-512-027	\$365.34
28	092-512-028	\$365.34
	TOTAL	\$10,229.52



*Michael S. LeBrun*  
Michael S. LeBrun  
C055787



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-LEVY ASSMTS**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT DECLARING ITS INTENTION TO  
LEVY ANNUAL ASSESSMENTS FOR THE STREET LANDSCAPE AND  
MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2006/2007**

**WHEREAS**, the Board of Directors of the Nipomo Community Services District ("NCS D") has, by previous Petition and Resolutions, formed the Nipomo Community Services District Street Landscape Maintenance District No. 1 (hereinafter referred to as "Street Landscape Maintenance District No. 1") and initiated proceedings for Fiscal Year 2006/07 pursuant to the provisions of the Landscaping and Lighting Act of 1972, Streets and Highways Code of California, beginning with Section 22500 (hereinafter referred to as "Act") that provides for the levy and collection of assessments by the County of San Luis Obispo for the Nipomo Community Services District to pay for the maintenance and services of all improvements and facilities related thereto; and

**WHEREAS**, the Street Landscape Maintenance District No. 1 and the associated assessments are in compliance with the provisions of California Constitution Article XIII D; and

**WHEREAS**, the NCS D has appointed Michael LeBrun, Registered Engineer, for the purpose of assisting with the Annual Levy of the District and to prepare and file a Report in accordance with the Act, and that said Report has been prepared, filed, and presented to the Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT, FOR THE STREET LANDSCAPE AND MAINTENANCE DISTRICT NO. 1 PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT AS FOLLOWS:**

**SECTION 1** Intention: The NCS D hereby declares that it intends to seek the Annual Levy of the District pursuant to the Act, over and including the land within the Street Landscape Maintenance District No. 1 boundary, and to levy and collect assessments on all such land to pay the costs of the following: the operation, maintenance, and servicing of landscaping and all appurtenant facilities and operations related thereto.

**SECTION 2** Description of Improvements and Any Substantial Changes Proposed: The improvements within the Street Landscape Maintenance District No. 1 include: the maintenance and operation of and the furnishing of services and materials for landscaping which includes trees, shrubs, grass, and other ornamental vegetation, and appurtenant facilities, including irrigation systems within the Street Landscape Maintenance District No. 1. The Engineer's Annual Levy Report describes all new improvements or substantial changes in existing improvements.

**SECTION 3** Boundaries and Designation: The boundaries of the Street Landscape Maintenance District No. 1 are described as the boundaries previously defined in the formation documents of the original Street Landscape Maintenance District No. 1.



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-levy assmts**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
DECLARING ITS INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE STREET LANDSCAPE AND  
MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2006/2007**

SECTION 4 Increase in Assessments: The assessment is proposed to increase from the previous year. However, the proposed increase in assessment will not exceed the assessments authorized by the Petition for the Formation of Street Landscape Maintenance District No. 1.

SECTION 5 Engineers Report: The Report is on file with the Secretary of NCS D Board of Directors and contains a full and detailed description of the improvements, the boundaries of Street Landscape Maintenance District No. 1, and the proposed assessments upon assessable lots and parcels of land within Street Landscape Maintenance District No. 1.

SECTION 6 Notice: Pursuant to Section 22626 of the 1972 Act and 6061 of the Government Code, the NCS D shall give notice of the time and place of the Public Hearing to all property owners within Street Landscape Maintenance District No. 1 by causing the publishing of this Resolution once in the Times Press Recorder not less than ten (10) days before the date of the public hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the NCS D for the posting of notices.

SECTION 7 Time of Public Hearing: Notice is hereby given that a public hearing will be held by the Board of Directors of the Nipomo Community Services District on June 14, 2006, at 9:00 a.m. in the Regular Meeting Room located within the District Offices located at 148 South Wilson Street, Nipomo. California 93444.

SECTION 8 Incorporation of Recitals: The above Recitals are true and correct and incorporated herein by reference.

SECTION 9 Other Actions: The Board of Directors and such employees of the NCS D as are appropriate are authorized and directed to execute such other documents and take such further action as shall be consistent with the intent and purpose of this Resolution.

**PASSED AND ADOPTED** by the Board of Directors of the Nipomo Community Services District this 10<sup>th</sup> day of May 2006.

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Lawrence Vierheilig, President  
NIPOMO COMMUNITY SERVICES District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson, Secretary to the  
Board of Directors  
Nipomo Community Services District

\_\_\_\_\_  
Jon S. Seitz, District Legal Counsel  
Nipomo Community Services District

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**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-eng levy**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
GRANTING APPROVAL OF THE ANNUAL ENGINEER'S LEVY REPORT FOR THE STREET  
LANDSCAPE AND MAINTENANCE DISTRICT NO. 1  
FOR FISCAL YEAR 2006/2007**

**WHEREAS**, the Board of Directors of the Nipomo Community Services District ("NCS D") has, by Resolution, ordered the preparation of an Engineer's Annual Levy Report by Michael LeBrun, Registered Engineer (hereinafter referred to as "Report") for the Nipomo Community Services District Street Landscape Maintenance District No. 1 (hereinafter referred to as "Street Landscape Maintenance District No. 1") pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division of the Streets and Highways Code of California, beginning with Section 22500 (hereinafter referred to as the "Act"); and

**WHEREAS**, the District and the associated assessments are in compliance with the provisions of California Constitution Article XIID; and

**WHEREAS**, the NCS D has now been presented with the Report as required by Section 22566 of said Act; and

**WHEREAS**, the NCS D has carefully examined and reviewed the Report as presented and is satisfied with the budget items and documents as set forth therein and is satisfied that the proposed assessments have been spread in accordance with the Petition for Street Landscape Maintenance District No. 1 and with benefits received from the improvements, operation, maintenance, and services to be performed within Street Landscape Maintenance District No. 1 as set forth in said Report.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT, NIPOMO, CALIFORNIA FOR THE LANDSCAPE MAINTENANCE DISTRICT NO. 1 AS FOLLOWS:**

SECTION 1: That the above recitals are all true and correct and incorporated herein by reference.

SECTION 2: That the presented Report consists of the following:

- a. A Description of the Improvements
- b. The Annual Budget (Costs and Expenses of Services, Operation, and Maintenance)
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The District Roll containing the proposed assessment for each parcel within the District for fiscal year 2006/07.

NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-eng levy

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
GRANTING APPROVAL OF THE ANNUAL ENGINEER'S  
LEVY REPORT FOR THE STREET LANDSCAPE AND  
MAINTENANCE DISTRICT NO. 1  
FOR FISCAL YEAR 2006/2007

PAGE TWO

SECTION 3: The Report is hereby approved and ordered to be filed in the Nipomo Community Services District Offices as a permanent record and to remain open to public inspection.

SECTION 4: That the NCSD General Manager shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Engineer's Annual Levy Report.

**PASSED AND ADOPTED** by the Board of Directors of the Nipomo Community Services this 10th day of May, 2006 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Lawrence Vierheilig, President  
NIPOMO COMMUNITY SERVICES DISTRICT

ATTEST:

APPROVED AS TO FORM:

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DONNA K. JOHNSON, Secretary  
to the Board of Directors  
Nipomo Community Services District

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JON S. SEITZ, District Legal Counsel  
Nipomo Community Services District

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TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *MSL*  
DATE: MAY 5, 2005

**AGENDA ITEM**  
**D-4**  
**MAY 10, 2005**

ENVIRONMENTAL SERVICES AGREEMENT AND RESOLUTION

**ITEM**

Consider adopting environmental services agreements and approval of a resolution establishing Manager's authority to direct environmental services for budgeted projects that are not CEQA exempt.

**BACKGROUND**

In 2005, the Board adopted Resolution No. 2005-932 to establish policies and procedures for executing task orders for engineering services. The General Manager and District Counsel have developed a similar procedure which provides the General Manager flexibility in obtaining environmental services. The procedure relies on a standardized agreement drafted by District Counsel and a Resolution defining the General Manager's authority.

The agreement is crafted to limit the District's exposure to the extent practicable. The Resolution defines the General Manager's authority and is consistent with District purchasing policy. The General Manager is limited to authorization of amounts up to \$10,000.00 for environmental review of budgeted projects that are not CEQA exempt. Services which exceed these limits will be brought before the Board for approval. Services that exceed \$25,000.00 will be subject to a formal "request for proposal" process.

The attached Environmental Services Agreement will become the District's standard agreement for consultants to conduct CEQA review of budgeted projects that are not CEQA exempt.

**RECOMMENDATION**

Adopt environmental services agreement and approve Resolution.

**ATTACHMENT**

Draft Environmental Services Agreement  
Draft Resolution

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

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL SERVICES  
BY TASK ORDER**

**Exhibit "A"** – Scope of Services, Schedule for Services and Request for Services –  
Task Order

**Exhibit "B"** – Compensation for Services

**THIS AGREEMENT** (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and \_\_\_\_\_ (herein referred to as "Consultant"), with reference to the following Recitals:

**RECITALS**

A. NCSD desires to retain professional environmental services \_\_\_\_\_.

B. NCSD desires to engage Consultant to provide services by reason of its qualifications and experience in performing such services, and Consultant has offered to provide the required services through Task Orders on the terms and in the manner set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1. DESIGNATED REPRESENTATIVES.** Michael LeBrun, General Manager, at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. \_\_\_\_\_ (insert name) at telephone number \_\_\_\_\_ is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

**2. NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

**NCSD:** Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444  
Attn: Michael LeBrun  
Facsimile: (805) 929-1133



**CONSULTANT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

**3. ATTACHMENTS.** Attached to this Agreement are the following Exhibits that are incorporated into this Agreement by reference.

A. **Exhibit "A"** – Scope of Services, Schedule of Services and a Request for Services – Task Order (herein collectively "Task Order") to be performed by Consultant on an on-call, as needed, basis

B. **Exhibit "B"** – Compensation Schedule for Services that includes reimbursable expenses.

**4. SCOPE OF SERVICES.** Consultant agrees to provide the Services and submit deliverables to NCSD in accordance with the Task Orders and this Agreement, subject to the direction of NCSD as provided from time to time. Consultant represents and warrants that the Not To Exceed Amount represented in individual Task Orders will be sufficient to provide the Services and submit the deliverables Identified in individual Task Orders.

**5. TERM.** Consultant shall commence performance within five (5) days of NCSD's Execution of Task Orders and unless otherwise directed in writing by NCSD or unless earlier terminated as provided in this Agreement, shall complete performance and make deliverable as provided in this Agreement and individual Task Orders.

**6. COMPENSATION OF CONSULTANT.**

A. Consultant will be paid for the Scope of Services provided to NCSD on a time and material basis in accordance with the Schedule set forth in the Task Orders subject to the Not to Exceed Amount.

B. Consultant shall submit invoices no more often than monthly for Services performed and Reimbursable Expenses incurred. Each invoice shall identify the person providing the service, the services performed, the amount of time spent on performing the services and the corresponding Task Order. Additionally, each invoice shall reflect the percentage of completion of each Task Order and the remaining budget ("Not to Exceed Amount").



C. NCSD shall review each invoice submitted by Consultant to determine whether it accurately reflects the Services performed and Reimbursable Expenses incurred in compliance with the provisions of this Agreement and the Task Orders. In the event no charges or expenses are disputed, the invoice shall be approved and paid within forty five (45) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Consultant for correction and resubmission, however, the undisputed amount shall be paid as indicated above.

D. NCSD shall not pay Consultant more than the Not-to-Exceed Amount referenced in individual Task Orders without the prior written authorization of the NCSD General Manager. In order for NCSD to increase the Not- To-Exceed Amount Consultant must identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in the Task Orders.

E. Payment to Consultant shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

F. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Consultant to correct such work or billings; or
2. Seek any other legal remedy.

G. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Consultant to make payments properly to its employees or sub-consultants; or (5) Consultant's failure to adhere to the Schedules or to achieve sufficient progress with the Services such that Consultant is unlikely to achieve timely completion.

## **7. STATUS OF CONSULTANT.**

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Consultant shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or



agents of NCSD, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Consultant, nor any of Consultant's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Consultant expressly waives any claim Consultant may have to any such rights.

## **8. PERFORMANCE STANDARDS.**

A. Compliance with laws. Consultant shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with NCSD, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Services referenced in individual Task Orders, and this Agreement, provided, however, that any change in ordinance, regulation, or statute, that occurs subsequent to the execution of a Task Order, that significantly affects the cost or schedule of the Services may be brought to the attention of NCSD as a request for extra services. If NCSD agrees that there is a significant change required in the Services on account of the change, NCSD and Consultant shall negotiate a mutually agreeable adjustment to the schedule and/or compensation. The judgment of any court of competent jurisdiction, or the admission of Consultant in any action or proceeding against Consultant, whether NCSD be a party thereto or not, that Consultant has violated any such ordinance or statute, shall be conclusive of that fact as between Consultant and NCSD. Except as provided above, any corrections to Consultant's Services which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at Consultant's expense.

B. Standard of Performance. Consultant represents that it has, or will have, the skills, expertise, and licenses necessary to perform the Services required under this Agreement and subsequently executed Task Orders. Consultant shall perform all such Services in the manner and according to the standards observed by professionals experienced in providing Services identified in individual Task Orders. All documents and services of whatsoever nature that Consultant delivers to NCSD pursuant to this Agreement and individual Task Orders shall conform to the standards of quality normally observed by professionals experienced in providing Services identified in individual Task Orders. Consultant shall promptly correct or revise any errors or omissions at NCSD's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement

C. Consultant shall examine carefully all documents, including studies, reports and materials, prepared by NCSD Staff or other NCSD consultants, (collectively "District Materials") provided by NCSD to Consultant. District Materials provided to



Consultant are believed by NCSD to reflect the conditions or data contained therein; but delivery is neither intended or to be inferred that conditions or data, as shown in the District Materials, constitute a representation by NCSD that such conditions or data are true and correct. It is expressly understood and agreed by Consultant that the NCSD assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information contained in District Materials. As such, District Materials supplied to Consultant are not a basis for, or otherwise support, a claim by Consultant of NCSD or NCSD's Staff's negligence (active or passive or sole) under the indemnity provisions of this Agreement. Consultant shall satisfy itself through its own investigations as to whether or not the conditions or data contained in District Materials are true and correct. The Consultant's reliance on NCSD supplied materials will not, in any way, relieve Consultant from any risk for properly fulfilling the terms of this Agreement.

D. Professional Seal. Consultant shall have documents stamped by registered professionals, at Consultant's cost when required by prevailing law, usual and customary professional practice, by NCSD, or by any governmental agency having jurisdiction over the Project.

**9. FAMILIARITY WITH SERVICES TO BE PERFORMED.** By executing this Agreement and individual Task Orders, Consultant represents that Consultant (a) has thoroughly investigated and considered the Scope of Services referenced in Task Orders to be performed; (b) has carefully considered how the services should be performed; (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement; and (d) that the "not to exceed amount" is adequate for the Services to be performed by Consultant.

**10. TAXES.** Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

**11. CONFLICT OF INTEREST.** Consultant covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Consultant has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Consultant agrees to at all times avoid conflicts of interest, with the interests of the NCSD in the performance of the Services.

**12. RESPONSIBILITIES OF NCSD.** NCSD shall provide District Materials requested by Consultant that are reasonably necessary to perform the services provided herein.



**13. OWNERSHIP OF DOCUMENTS.** All reports, documents, drawings, photographs, videotape, specifications, data, and other instruments of professional service, in paper and electronic form, whether in draft or final, prepared by Consultant during the performance of this Agreement (the "Documents") shall be and become the property of NCSD. Consultant shall deliver the Documents to the NCSD promptly upon completion of the Services or termination of this Agreement, for any reason, whichever shall occur first. However, Consultant shall not be liable for NCSD's use of documents and instruments of professional service if used for other than the Services referenced in individual Task Orders. Consultant shall not release Documents to third parties without the prior written authorization of NCSD.

**14. RECORDS, AUDIT AND REVIEW.** Consultant and Consultant's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. NCSD shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

**15. INDEMNIFICATION.**

A. Consultant shall indemnify, defend, and hold harmless NCSD, the NCSD Board of Directors, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, professional malpractice, professional negligence, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of Consultant, its officers, employees, agents, subcontractors, or vendors in performing services pursuant to this Agreement. It is further agreed, Consultant's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of NCSD, the NCSD Board of Directors, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of NCSD, its officers, employees or agents. Payment by NCSD is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Consultant and NCSD, as to whether liability arises from the sole negligence of the NCSD or its officers, employees, agents, subcontractors or vendors, Consultant will be obligated to pay for NCSD's defense until such time as a final judgment has been entered adjudicating the NCSD as solely negligent.



B. Neither termination of this Agreement or completion of the Scope of Services (Task Orders) under this Agreement shall release Consultant from its obligations referenced in Section A, above, as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

C. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the Agreement does not relieve Consultant from liability referenced in Section A, above. The obligations of this article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

## 16. INSURANCE.

A. Consultant and its subconsultants shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

General Liability Insurance (Including coverage for premises, products and completed operations, independent Consultants/vendors, personal injury and contractual obligations with combined single limits of coverage of at least	\$ 1 Million per occurrence. \$ 2 Million in the aggregate
(ISO Form CG001 11/85) Commercial Automobile Liability Insurance	\$ 1 Million per accident
(ISO Form CA001 12/90) Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 1 Million per claim \$ 1 Million in the aggregate

B. The General and Commercial Automobile liability policies shall be endorsed to include the following:

(1) NCSD, its officers, directors, employees and agents shall be named as Additional Insureds; and

(2) The coverage afforded NCSD shall be primary and non-contributing with any other insurance maintained by NCSD.



(3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

C. Prior to commencing work under this Agreement, Consultant shall provide NCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers' compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give NCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this Agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Consultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

## **17. PERSONNEL.**

A. The Consultant represents that it has, or will secure at its own expense, all personnel, sub-consultants and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such Services.

B. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's employees, associates and subconsultants assigned to perform the Services required under this Agreement.

## **18. TERMINATION.**

A. If Consultant at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Schedule referenced in Task Orders, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCSD's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Consultant shall be in default.

B. If Consultant fails to cure the default within seven (7) days after written notice thereof, NCSD may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by



Consultant in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Consultant under this Agreement; or (b) terminate Consultant's right to proceed with the Services.

C. In the event NCSD elects to terminate this Agreement, NCSD shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Consultant, whether located at the District Office, at Consultant's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Consultant shall not be entitled to receive any further payment under this Agreement until the Services are completely finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by NCSD in obtaining Services, such excess shall be paid by NCSD to Consultant, but, if such expense shall exceed such unpaid balance, then Consultant shall promptly pay to NCSD the amount by which the expenses exceeds the unpaid balance. The expense referred to in the last sentence shall include expenses incurred by NCSD in obtaining the Services from others, for attorneys' fees, and for any damages sustained by NCSD by reason of Consultant's default or defective Services.

D. In addition to the foregoing right to terminate for default, NCSD reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' written notice to Consultant. In the event of termination without cause, Consultant shall be entitled to payment in an amount not to exceed the Not to Exceed Amount referenced in Task Orders, which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by NCSD, plus (2) Reimbursable Costs actually incurred by Consultant; plus (3) reasonable termination costs incurred by Consultant solely on account of the termination for convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Consultant prior to the date of termination of the Services. Consultant shall not be entitled to any claim or lien against NCSD or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the NCSD's right to hold funds pursuant to Section 6 G shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by NCSD for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section D, above, and Consultant shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should NCSD fail to pay Consultant undisputed payments set forth in Section 6 above, Consultant may, at Consultant's option, suspend its services if such failure is not remedied by NCSD within thirty (30) days of written notice to NCSD of such late payment.



**19. BREACH OF LAW.** In the event the Consultant or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or Consultant; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 11, 23, 24, 25 of this Agreement; or for any other cause the NCSD determines to be so serious and compelling as to affect Consultant's responsibility as a public consultant or Consultant, including but not limited to, debarment by another governmental agency, then the NCSD reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

**20. DISPUTE RESOLUTION.**

A. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

B. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, and Consultant shall proceed as directed by the NCSD in all instances with its Services, including any disputed Services, or any changes thereto and any failure of Consultant to proceed shall be deemed a material breach of this Agreement entitling NCSD to all remedies available under Section 19 or other provision of the Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

**21. NCSD NOT OBLIGATED TO THIRD PARTIES.** NCSD shall not be obligated or liable for payment hereunder to any party other than the Consultant.

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



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

**24. PREVAILING WAGE.** Consultant shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at [www.cslp.ca.gov](http://www.cslp.ca.gov).

**25. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the District Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the District Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives NCSD notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.



D. Consultant shall promptly notify NCS D should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there-under. NCS D retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with NCS D and to provide NCS D with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by NCS D to control, direct, or rewrite said response.

**26. ASSIGNMENT.** The expertise and experience of Consultant are material considerations for this Agreement. NCS D has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the District Board of Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCS D to any and all remedies at law or in equity, including summary termination of this Agreement. NCS D acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

**27. COSTS AND ATTORNEY'S FEES.** Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

**28. SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**29. SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

**30. REMEDIES NOT EXCLUSIVE.** Except for disputes related solely to the payment for Services performed by Consultant, no remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition



to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**31. NONEXCLUSIVE AGREEMENT.** Consultant understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the NCSD desires.

**32. ASSIGNMENT.** Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of NCSD and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**33. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES.** No officer or employee of NCSD will be personally liable to Consultant, in the event of any default or breach by the NCSD or for any amount that may become due to Consultant.

**34. INTERPRETATION OF THIS AGREEMENT.** The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

**35. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

**36. NO WAIVER OF DEFAULT.** No delay or omission of NCSD to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

**37. ENTIRE AGREEMENT AND AGREEMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and Agreement of the parties and there have been no promises, representations, Agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.



**38. SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**39. CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

**40. EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**41. PRECEDENCE.** In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

**42. RECITALS.** Recitals A through B are incorporated herein by reference as though set forth at length.

**43. AUTHORITY TO EXECUTE.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Consultant is obligated, which breach would have a material effect hereon.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by the NCSD.

CONSULTANT:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[Signatures continued on page 15]

NIPOMO COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Lawrence Vierheilig, President  
Nipomo Community Service District  
Board of Directors

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

ATTEST:

\_\_\_\_\_  
Donna K. Johnson, Secretary  
to the Board of Directors

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



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006 – Environmental Task Orders**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
ESTABLISHING THE POLICIES AND PROCEDURES FOR EXECUTING TASK ORDERS  
FOR ENVIRONMENTAL REVIEW SERVICES**

**WHEREAS**, the Nipomo Community Services District (“District”) desires to establish policy guidelines for approval of “task orders” for environmental review services for budgeted projects pursuant to District approved Environmental Review Contracts attached hereto and incorporated by reference herein; and

**WHEREAS**, the District has used an open competitive process to secure Statements of Qualifications from competent environmental review firms to identify those firms that are willing to perform said services in 2006 and the District intends to annually circulate a Request for Statement of Qualifications to ensure that the listing of available firms remains current; and

**WHEREAS**, the District annually adopts budgets that itemize capital, operation and maintenance expenses (herein “Budgeted Projects”) for the budget year; and

**WHEREAS**, the District will solicit quotes for environmental review services from all firms on the then current list of available environmental review firms before executing a task order with the firm whose quote offers the best value for completion of the CEQA review for a “Budgeted Projects” for the budget year.

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

1. The following Policies and Procedures shall apply to the General Manager authority to issue Task Orders for Environmental Review for budgeted projects:
  - A. The General Manager shall maintain a current NCSDD listing of environmental review firms that are available to provide CEQA review of budgeted projects;
  - B. Where the General Manager determines that a budgeted project is not exempt from the California Environmental Quality Act, the General Manager shall solicit quotes all firms on the then current NCSDD listing of environmental review firms available to provide CEQA review;
  - C. The General Manager shall determine if the firm whose quote provides the best value for the District is \$10,000 or less then the General Manager is authorized to execute a standard Environmental Review Agreement with that firm and to issue a Task Order, without subsequent Board approval, up to an amount of ten thousand dollars (\$10,000) for CEQA review of that specific Budgeted Project.

RESOLUTION NO. 2005-932

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
ESTABLISHING THE POLICIES AND  
PROCEDURES FOR EXECUTING TASK ORDERS AND  
EMERGENCY CONTRACTS FOR ENGINEERING SERVICES

2. Budgeted environmental review services exceeding twenty-five thousand dollars (\$25,000) will only be awarded on the basis of requests for proposals ("RFP's") that are approved by the Board.

3. Task Orders that exceed the amount referenced in Sections 1, (B), (C) and Section 2, above shall be approved by the Board of Directors.

4. Task Orders issued pursuant to Sections 1B and 1C, above, shall be reported in the General Manager's bi-monthly report to the District Board of Directors.

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

AYES:  
NOES:  
ABSENT:  
CONFLICTS:

the foregoing resolution is hereby adopted this \_\_\_\_\_ day of May, 2006.

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

ATTEST:

APPROVED AS TO FORM

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

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

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TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *MSL*  
DATE: MAY 5, 2006

**AGENDA ITEM  
D-5  
MAY 10, 2006**

**AMEND BOYLE AGREEMENT FOR DESIGN OF BLACKLAKE WATER SYSTEM PUMP  
STATION TO ADDRESS INCREASED PROJECT SCOPE**

**ITEM**

Staff is requesting that your Honorable Board amend the agreement executed in November 2005 for the design of the Blacklake water system pump station.

**BACKGROUND**

In November 2005, your Honorable Board approved the attached Task Order for Boyle Engineering for \$24,848 to design the replacement of the piping manifolds and pump #3 at Blacklake Division Water Plant. Boyle initiated their design effort and quickly determined that these retrofits would not address the larger capacity and maintenance issues related to the existing facilities including the choice of pumps, the choice of drives and replacement of the hydropneumatic tank. Boyle has submitted the attached proposal to amend their scope of services to perform additional engineering analysis to compare available technologies so that the District can select the best combination of plumbing to meet Blacklake's needs. Boyle estimates that this additional analysis will cost \$17,000; thus, the cost of the design effort would increase from \$24,848 to \$41,848.

Attached is a Draft Resolution that would authorize this additional analysis.

The facilities upgrade is included in the District's Capital Improvement Plan (Water and Sewer Financial Plans, Reed Group, 5/18/05, pg. 18) for fiscal year 2005/2006. Funds for this project will come from Fund #820, Blacklake Water Funded Replacement. The balance of Fund #820 is approximately \$580,000.00.

**RECOMMENDATION**

Adopt Resolution amending Engineering Services Task Order B-009-05, adding additional services and increasing the not to exceed expenditure limit from \$24,848 to \$41,848, with Boyle Engineering Corporation for engineering services related to Blacklake Water Plant improvements.

**ATTACHMENTS**

Task Order B-009-05  
May 2, 2006 Boyle Proposal to Amend Task Order B-009-05  
Draft Resolution

REQUEST FOR SERVICES – TASK ORDER #B-009-05

Engineering Services Agreement  
Between  
Nipomo Community Services District and Boyle Engineering Corporation

Dated: November 4, 2005

**AUTHORIZATION FOR SERVICES:**

At the request of the Board of Directors of Nipomo Community Services District Boyle Engineering Corporation is to provide Engineering assistance to the Board and staff of the District as noted hereafter. The scope of services requested along with the schedule and fees for said services are set forth below as follows:

**SCOPE OF SERVICES REQUESTED:**

*Nipomo Community Services District (NCSD) requests the services of Boyle Engineering Corporation (BEC) in providing engineering services and support for upgrading the yard piping and pump systems at the existing Black Lake Booster Station. The specific tasks are as follows:*

*Task 1 Design Phase*

*a. Base Mapping*

*Boyle will visit the existing booster station site to confirm piping layout as depicted on the record drawings, measure the site for use in preparing a scaled booster station layout, and establish base elevations on an assumed datum to be used in the design process.*

*b. Pump System Design Memorandum*

*Boyle will prepare a pump system design memorandum, documenting the recommended design parameters, including:*

- Pump station manifold pipe diameters;*
- Pump capacities – based on historical water usage;*
- Surge protection (if required);*
- Variable speed pump settings;*
- Preliminary Opinion of Probable Construction Costs;*
- Boyle will also assess the condition of the existing pump control panels. Boyle may recommend a budget revision to design improvements to the panels once the existing conditions have been accurately assessed.*

*c. Plans and Specifications*

*Boyle Engineering will prepare contract documents for the project. Components are discussed below:*

- Yard piping (as related to suction and discharge manifolds up to the hydro-pneumatic tank) including upsizing the existing tank connection from 8-in to 12-in;*
- Pump Relocation as required to provide for new manifold alignment;*



- Selection of a new Pump #3;
- Replacement of shut-off valves, check valves, and control valves (if required); and
- Relocation of conduits for individual pump power and control.

A 90% submittal (including plans, specifications and cost opinions) will be made to the District for review and comments. It is assumed plans and specifications will be prepared in Boyle's standard format. Technical specifications will be prepared in general accordance with CSI guidelines. Drawings and specifications will be revised to address District comments. Our anticipated sheet list is as follows:

1. Title and Notes
2. Piping Plan
3. Sections and Elevations
4. Piping Details
5. Conduit Plan

**d. Final Submittal**

Boyle will revise drawings, specifications, and opinion of probable cost in response to District comments. Provide one (1) bound and one (1) unbound set of plans and specifications, along with final opinion of probable construction cost.

**e. Assumptions**

Boyle assumes that the District's SCADA system will be operational at the time of construction, and that the SCADA system drawings will be available for review for coordination, especially if the SCADA system construction is not complete and operational at the time of design. The SCADA system will not be modified as part of this project.

**Task 2 Bid Phase**

During the bid phase, Boyle will conduct a pre-bid meeting, respond to up to four (4) requests for information and prepare and distribute up to four (4) addenda. We will examine bids and make a recommendation regarding award of contract. It is assumed that the District will be responsible for reproducing and distributing the bid documents.

**TIME FOR PERFORMANCE:**

The following table outlines our anticipated schedule, to be updated as the project proceeds:

<b>Milestone Schedule</b>	
<b>NCSD – Black Lake Booster Station Upgrades</b>	
<b>Milestone</b>	<b>Completion</b>
Authorization to Proceed	11/23/05
Task 1 – Design Phase	
Design Report	1/10/06
90% Submittal	2/16/06
Final Submittal	3/21/06

Task 2 – Bid Phase	
Out to Bid	3/22/06
Open Bids	5/04/06
Award Contract	5/09/06
Construction Phase (150 days)	5/10/06 to 10/04/06


**ENGINEERING FEES:**

The Engineering fees for these services is not to exceed \$24,848 unless further authorization is provided by Nipomo Community Services District. The work will be on a time and materials basis with invoices approved by the District's Manager or other Board of Directors designated person. Should the Engineering effort to provide the above scope of services estimated by Boyle be exceeded Boyle will attempt to advise Nipomo Community Services District in advance, advise the additional fee and/or time required to complete the work, and seek Nipomo Community Services District's approval of a revised budget and schedule.

**NIPOMO COMMUNITY SERVICES DISTRICT  
CORPORATION**

**BOYLE ENGINEERING**

\_\_\_\_\_  
Approved By:  
Title:  
Date:

  
\_\_\_\_\_  
Approved By: MICHAEL K. NUNLEY  
Title: BRANCH MANAGER  
Date: 11/7/05



## Project Budget

Task Order 009-05  
Black Lake Booster Station Upgrades

Nipomo Community Services District

Task Description	Personnel Hours						Budget			
	Principal	Senior II	Associate	Assistant	Drafter/Designer	Clerical	Total Hours	Labor	Non-Labor Costs	Total
<b>Task 1 - Design Phase</b>										
Base Mapping			5	5	12		22	\$ 2,200	\$ 176	\$ 2,376
Pump System Design Report	1	2	16	12		2	33	\$ 3,384	\$ 271	\$ 3,655
Civil Plans, Specifications, & Bid Documents (3 sheets)	1	2	16	36	48	4	107	\$ 10,588	\$ 847	\$ 11,435
Electrical System Review	8	12					20	\$ 2,960	\$ 237	\$ 3,197
90% Submittal			2			1	3	\$ 272	\$ 22	\$ 294
Final Submittal			2			2	4	\$ 334	\$ 27	\$ 361
<b>Subtotal</b>	<b>10</b>	<b>16</b>	<b>41</b>	<b>53</b>	<b>60</b>	<b>9</b>	<b>189</b>	<b>\$ 19,738</b>	<b>\$ 1,579</b>	<b>\$ 21,317</b>
<b>Task 2 - Bid Phase</b>										
Conduct Pre-Bid Meeting and Site Walk			6				6	\$ 630	\$ 50	\$ 680
Respond to RFI's (MAXIMUM 4)		1	8			3	12	\$ 1,166	\$ 93	\$ 1,259
Prepare Addenda (MAXIMUM 4)		1	8			3	12	\$ 1,166	\$ 93	\$ 1,259
Evaluate and Analyze Bids		1	1			1	3	\$ 307	\$ 25	\$ 332
<b>Subtotal</b>	<b>-</b>	<b>3</b>	<b>23</b>	<b>-</b>	<b>-</b>	<b>7</b>	<b>33</b>	<b>\$ 3,269</b>	<b>\$ 262</b>	<b>\$ 3,531</b>
<b>Total</b>	<b>10</b>	<b>19</b>	<b>64</b>	<b>53</b>	<b>60</b>	<b>16</b>	<b>222</b>	<b>\$ 23,007</b>	<b>\$ 1,841</b>	<b>\$ 24,848</b>

Amounts shown are fee.

NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION 2005-BL WATER

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
AWARDING A CONTRACT TO BOYLE ENGINEERING CORP  
FOR ENGINEERING SERVICES IN SUPPORT BLACKLAKE WATER PLANT IMPROVEMENTS

WHEREAS, the District Capital Improvement Plan recommends upgrading the Blacklake Division water plant in fiscal year 2005/2006, and

WHEREAS, the DISTRICT wishes to maintain its Blacklake Division water distribution system in a high degree of readiness, and

WHEREAS, the DISTRICT wishes to contract for engineering services to design the improvements to the Blacklake water plant, and

WHEREAS, the DISTRICT received a proposal from Boyle Engineering Corporation for the sum of \$24,848.00 to perform this work.

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

1. That the contract to provide engineering services for Blacklake water plant improvements be awarded to Boyle Engineering Corporation in the amount of not to exceed \$25,000.00, and
2. That the President of the Board is instructed to execute the contract on behalf of the District.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing Resolution is hereby adopted this 30<sup>th</sup> day of November, 2005.

\_\_\_\_\_  
Lawrence Vierheilig, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

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

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



1194 Pacific Street, Suite 204  
San Luis Obispo, CA 93401  
TEL: (805)542-9840  
FAX: (805)542-9990  
[www.boyleengineering.com](http://www.boyleengineering.com)

Employee Owned

Bruce Buel  
Project Manager  
NIPOMO COMMUNITY SERVICES DISTRICT  
P.O. Box 326  
Nipomo, CA 93444

May 2, 2006  
19996.09

## **Black Lake Booster Station – Change of Scope and Request for Budget Revision**

At the District's direction Boyle Engineering has prepared this letter with a revised scope and anticipated budget for the Black Lake Booster Station Replacement Project.

The initial scope of work was to replace the pump station piping manifolds with larger diameter pipe with a more direct pipe routing; and to replace the existing Pump #3, which is currently incapable of pumping against the higher heads of the other existing pumps. As part of the initial scope an electrical system evaluation was to be performed by Boyle with a future budget revision once the condition of the existing system was accurately evaluated.

The District has requested that Boyle replace the entire booster station, including the electrical system and the existing hydropneumatic tank. District Staff would like Boyle to consider replacing the split case centrifugal pumps with vertical turbine pumps running on variable frequency drives (VFDs). Boyle is recommending end-suction centrifugal pumps be considered in addition to the vertical turbine pumps. Boyle is also recommending that the existing hydro tank be replaced considering that it has been in continuous service for 20-years.

Selection of new pumps requires additional work not considered in the original proposal (the new configuration requires selection of 3 or 4 additional pumps, analysis of hydro tank size, plans for hydro tank installation, and design of new pump control panels). Boyle estimates that this additional work will cost \$17,000. An itemized breakdown is shown below:

1. Original Contract Amount: \$24,848
2. Alternative Evaluation: \$3,500
  - a. Use of VFDs or hydropneumatic tank or a combination
  - b. Vertical Turbine Pumps or End-suction Centrifugal Pumps
3. Pump and Hydro Tank Design and Specifications: \$3,500
4. Electrical Design, Plans, and Specifications: \$10,000
  - a. Assumes the existing PG&E service is adequate for the new design
  - b. Excludes design of a new emergency generator

The alternative evaluation task could be eliminated if the District accepted Boyle's recommended design using end-suction centrifugal pumps and a hydropneumatic tank, without the use of VFDs.

If you have any questions or comments, please contact Joshua Reynolds at 805.542.9840.

Sincerely,

**Boyle Engineering Corporation**

A handwritten signature in black ink, appearing to read 'Joshua Reynolds', is written over the company name.

Joshua Reynolds, P.E.  
Senior Engineer



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION 2005-956**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
AMENDING TASK ORDER B-009-05 FOR BOYLE ENGINEERING CORPORATION TO PERFORM  
ENGINEERING SERVICES IN SUPPORT BLACKLAKE WATER PLANT IMPROVEMENTS**

**WHEREAS**, the District Capital Improvement Plan recommends upgrading the Blacklake Division water plant in fiscal year 2005/2006, and

**WHEREAS**, the DISTRICT wishes to maintain its Blacklake Division water distribution system in a high degree of readiness, and

**WHEREAS**, the DISTRICT wishes to contract for engineering services to design the improvements to the Blacklake water plant, and

**WHEREAS**, the DISTRICT on November 30, 2005 awarded Task Order B-009-005 to Boyle Engineering Corporation for the sum of \$24,848 to perform the design services detailed in Task Order B-009-005, and

**WHEREAS**, the DISTRICT has received the attached proposal incorporated herein from Boyle Engineering to perform additional Engineering Services at an additional cost of \$17,000, and

**WHEREAS**, the BOARD finds that these additional services are necessary to complete the design of the project.

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

1. That Task Order B-009-005 is amended to include the additional design services set forth in the attached Boyle proposal and the not to exceed expenditure limit is increased by \$17,000 from \$28,848 to \$41,848, and
2. That the President of the Board is instructed to execute the Task Order Amendment on behalf of the District.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing Resolution is hereby adopted this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Lawrence Vierheilig, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

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Donna K. Johnson  
Secretary to the Board

---

Jon S. Seitz  
District Legal Counsel

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TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *MLB*  
DATE: MAY 5, 2005

**AGENDA ITEM**  
**D-6**  
**MAY 10, 2006**

TELEMETRY SYSTEM UPGRADE  
NOTICE OF COMPLETION

**ITEM**

Filing a Notice of Completion for the Telemetry system upgrade.

**BACKGROUND**

On July 28, 2004, your Honorable Board awarded iPAAC Inc. a contract to design, develop, and upgrade the District's telemetry system.

The main function of the telemetry system is to provide remote monitoring and operation control of the District's water distribution and sewer collection system. Following the upgrade, the system is providing 24-hour direct notification to on-call staff via cell phone text messaging, of alerts sensed throughout the system. Operations staff are able to access system information via the World Wide Web.

The system provides remote monitoring for; twelve lift-stations, eight well sites, two wastewater plants, two reservoir sites, three water system pressure sensors, the Blacklake water plant and cross-connect. For dependability, the system incorporates redundant servers located at the District office and Southland yard. The system has expansion capability beyond the District's envisioned needs.

The work has been completed. Filing a "Notice of Completion" of the construction work is now in order.

**RECOMMENDATION**

Staff recommends that your Honorable Board approve the "Notice of Completion" and authorize the General Manager to file the notice for the Telemetry system upgrade project.

**ATTACHMENT**

Notice of Completion form

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\nOTICE OF COMPLETION  
TELEMTRY.doc

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NIPOMO COMMUNITY SERVICES DISTRICT  
P.O. Box 326  
Nipomo, CA 93444

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF COMPLETION

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- 2. The full name of the owner is NIPOMO COMMUNITY SERVICES DISTRICT.
- 3. The full address of the owner is 148 SOUTH WILSON STREET  
NIPOMO, CA 93444

4. The nature of the interest or estate of the owner is: In fee.

(If other than fee, strike "In fee: and insert, for example, "purchaser under contract of purchase," or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. A work of improvement on the property hereinafter described was completed on April 25, 2006. The work done was:

SCADA Equipment, Installation, Total Product Support, Service and License Agreement per Contract.

7. The name of the contractor, if any, for such work of improvement was IPAAC, Inc.

8. The property on which said work of improvement was completed is in the city of NIPOMO

County of SAN LUIS OBISPO State of California, and is described as follows:

SCADA EQUIPMENT, INSTALLATION, TOTAL PRODUCT SUPPORT, SERVICE AND LICENSE AGREEMENT

9. The street address of said property is 509 SOUTHLAND, NIPOMO

Dated: \_\_\_\_\_  
Verification for Individual Owner

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the \_\_\_\_\_ the declarant of the foregoing I  
("President of", "Manager of", "A partner of", "Owner of", etc.)

notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2006, at \_\_\_\_\_, California.  
(Date of signature) (City where signed)

\_\_\_\_\_  
(Personal signature of the individual who is swearing that the contents of  
the notice of completion are true.)



TO: BOARD OF DIRECTORS  
FROM: MICHAEL LEBRUN *ML*  
DATE: May 5, 2006

**AGENDA ITEM**  
**D-7**  
**MAY 10, 2006**

ADOPT RESOLUTION AMENDING WATER AND SEWER STANDARD SPECIFICATIONS

**ITEM**

Adopt Resolution amending the District's Standard Specifications for Water and Sewer System Improvements.

**BACKGROUND**

In 2005, NCSD retained Boyle Engineering to develop a new set of Water and Sewer Standard Specifications to replace the informal set of drawings that staff had adapted from other agencies. The purpose of the project was to assemble a uniform and understandable set of specifications and standard details to clearly define expectations for installation of water and sewer works by contractors and third parties installing improvements for District acceptance. Boyle and staff have developed the proposed set of Standard Specifications over the course of the past year. Attached is a draft resolution that would adopt these proposed Standard Specifications.

**RECOMMENDATION**

It is recommended that your Honorable Board adopt the attached resolution and thereby replace the old District Standard Specifications with the set proposed by Boyle and staff. Staff further requests authorization to post the new Standard Specifications on the District's Website and to mail notice of the revision to all parties that have copies of the old Specifications.

**ATTACHMENTS**

1. Proposed Standards
2. Draft Resolution

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**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-Specs**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ADOPTING STANDARD SPECIFICATIONS  
FOR WATER AND SEWER SYSTEM IMPROVEMENTS**

**WHEREAS**, the District desires to adopt uniform and understandable Standard Specifications for Water and Sewer System Improvements that clearly define the District's expectations for installation of works by contractors and third parties; and

**WHEREAS**, in 2005, the District retained Boyle Engineering to prepare a comprehensive set of Standard Specifications; and

**WHEREAS**, Boyle Engineering has worked with District staff to prepare the proposed Standard Specifications attached hereto and incorporated by reference; and

**WHEREAS**, the District Board considered this item at a regularly scheduled public Board Meeting.

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

That the attached Standard Specifications for Water and Sewer System Improvements are adopted and staff is directed to use these Standard Specifications for all District Works.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this 10th day of May, 2006.

\_\_\_\_\_  
Lawrence Vierheilig, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

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

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



TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *ML*  
DATE: MAY 5, 2006

**AGENDA ITEM  
E-1  
MAY 10, 2006**

ANNEXATION REQUEST – APN 091-181-031 (CRAIG)

**ITEM**

Consider request for annexation of a 18.9 acre parcel at 1616 Willow Road. Applicant requests water service to a development of 16, 1-acre home sites within the District's Sphere of Influence.

**BACKGROUND**

On March 10, 2006, the District received application for Annexation of an 18.9 acre parcel at 1616 Willow Road (attached). On March 31, 2006, the District received the application filing fee and the Application was considered complete for processing. The subject property is zoned Recreation and lies within Area 7 of the District's Sphere of Influence (see attached map). The Owner/Applicant is Kenneth Craig of Arroyo Grande.

The Applicant is proposing to develop 16 home sites of approximately 1-acre each. In December 2005, the County Board of Supervisors (the area's planning authority), approved the project and conditioned filing of the Final Map on annexation to the District for residential water service. The County amended Land Use Ordinance, Title 22, Article 9, to reflect this conditional approval. The amended portions of Title 22 are attached.

Today's consideration of the Application marks the first step in the Annexation process – see the attached flow chart which outlines the portion of the annexation process that the District is involved in. With your Honorable Board's approval of the application, the District and the Applicant will negotiate an annexation agreement which outlines the process and stipulates compliance with current District Policy. The draft negotiated Agreement would then come before your Honorable Board for consideration of approval. Subsequent to your Board's approval of the Annexation Agreement, the Applicant would then apply to LAFCO for annexation.

The District's annexation policy, (Resolution 2003-878, adopted September 10, 2003) includes a number of general policies and standards for annexation. Detailed consideration of a number of these policies and standards, in relationship to this request, is covered below.

RESOLUTION 2003-878

III GENERAL POLICIES (Paraphrased)

*A. Annexation shall provide a reliable water source other than Nipomo Hydrologic Sub-Area.*

The Applicant will be required to pay District water connection fees which include supplemental water infrastructure costs. Additionally, the Applicant will be required to dedicate to the District a volume of supplemental water equal to that necessary to water build-out of the proposed project (approximately 13 AF). The volume and source of this supplemental water (non-Nipomo Mesa Sub-Area) must be acceptable to the District. It is assumed the Applicant (or the District on the applicant's behalf) will work via the City of Santa Maria to secure supplemental water which would be added to the District's current reserved volume.

*D. Board of Directors will consider annexation requests where it can be demonstrated that the proposed annexation will provide benefits to the residents and owners of the District and the annexed area.*



The Applicant will be sharing in supplemental water infrastructure costs and adding to the District's ultimate importation of supplemental water, thereby reducing costs to current District customers and doing their share to aid in achieving long-term basin health. New residents of the annexed area will receive the benefit of a long-term stable water supply.

*G. The District recognizes two general classes of proposed annexation, those that overlie sufficient groundwater resources and those that do not.*

The project area overlies Nipomo Mesa Sub-Area. There are numerous studies that conclude the sub-area's safe yield has been exceeded. However, limited to the purposes of this aspect of the District's annexation policy, the subject parcel does overlie the sub-area and feasibly could pursue development by using a Mutual Water company.

#### IV GENERAL STANDARDS FOR AREAS OVERLYING SUFFICIENT RELIABLE GROUNDWATER RESOURCES

*A. Dedications and Covenants: Applicant shall covenant not to pump from the underlying groundwater basin for non-agricultural uses.*

The policy allows for continued pumping of groundwater on the annexed parcel(s) for agricultural use. The applicant agrees with these principles and the Annexation agreement will be so conditioned.

*B. District Processing Costs: Applicant shall pay all District costs associated with processing the and supporting the annexation.*

As with any new development, the Applicant is required to cover all District costs. The Applicant will be required to enter into an Annexation Agreement covering detailed points of the annexation. A deposit account will be funded by the Applicant and maintained by the District. All District costs related to the Annexation will be billed to the account.

*C. Financial Obligations Prior to LAFCO Approval: Applicants pay all financial obligations (connection fees, supplemental water fees) prior to LAFCO approval.*

Typically, LAFCO provides conditional approval of annexation requests and begins a process which may take a number of months. A typical LAFCO condition is the filing of a final Tract Map for the parcel. Prior to a final Tract Map being filed, a Will-Serve letter is required by the County. Prior to the issuance of a final Will-Serve letter by the District, the full amount of the estimated fee is required by the District.

This Section of the policy also discusses a deposit of \$10,000.00 for supplemental water. The District's current capacity charge incorporates supplemental water fees. The Applicant will be required to deliver to the District a source and quantity of supplemental water acceptable to the District. It is assumed the Applicant will reserve water with the City of Santa Maria for dedication to the District. It is estimated that 13 acre-feet of water annually will be required to water the proposed development at build-out.

*D. Payment of Monthly Supplemental Water Charge: Applicants are required to establish a zone of benefit to pay additional supplemental water costs.*

Your Board, in establishing its supplemental water funding model and setting supplemental water capacity fees, set an initial capacity cost that covered the commodity cost of supplemental water and negated the need for "zones of benefit". Therefore, this section is no longer applicable to annexations.



*E. Customers of the District: Upon annexation, residents and commercial users within the annexed area become regular customers. Contingent on LAFCO approval of annexation, District agrees to provide water service to the annexation.*

In recognition that annexation applicants whom overlie sufficient water may have options other than the District, Board policy allows for connecting of the project, once annexation is approved and completed, even if supplemental water is not yet available.

*VII ANNEXATION AGREEMENT: All applicants for annexation are required to enter into an annexation agreement and pay all costs associated with processing, constructing physical connection, and defending the District as a result of the annexation.*

The Applicant will be required to enter an annexation agreement, which will clearly outline all District requirements for annexation. The applicant will make an initial deposit with the District and maintain a balance in the deposit account through the entire annexation process.

On May 20, 2004, LAFCO updated and significantly expanded the District's Sphere of Influence. This project lies within Area 7 of the District's Sphere. A Sphere of Influence (SOI) is defined by Government Code section 56425 as "...a plan for the probable physical boundary and service area of a local agency or municipality...". A SOI is generally considered to be a 20-year growth boundary for a jurisdiction. LAFCO placed a number of Conditions of Approval on the District prior to their finalizing of any annexations to the District. The District has made substantial progress on these conditions, as outlined below, and the timing for this application to the District and subsequent application to LAFCO by the applicant is appropriate.

LAFCO Conditions of Approval Status Summary

Condition	Status
Implement water conservation program and reduce consumption per connection by 15%	District program is underway.
Complete an Urban Water Management Plan update.	Plan update adopted on January 25, 2006.
Complete negotiations for Supplemental Water and provide documentation an agreement is in place to deliver supplemental water by January 2009.	Draft EIR for inter-tie line with Santa Maria is anticipated by end of May 2006. Final EIR completed in 3-6 months with a final contract signed at that time.

**RECOMMENDATION**

Staff recommends your Honorable Board approve the application for annexation and direct staff to draft an annexation agreement which meets the intent of the District's Annexation Policy for Board consideration and approval.

**ATTACHMENTS**

- Annexation Application
- SOI Area 7 map
- SLO County Title 22 excerpts
- Annexation Flow Chart



NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET

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

REQUEST FOR ANNEXATION
INITIAL LAYOUT PLAN

RECEIVED

MAR 10 2006

NIPOMO COMMUNITY SERVICES DISTRICT

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

\* Application fee received
3/31/06; application complete.

- 1. Property Owner: KENNETH CRAIG
Address: 1042 ASH ST. ARROYO GRANDE CA 93420
2. Developer: KENNETH CRAIG
3. Engineer: TRIAD/Holmes ASS, 555 CHORRUS ST SAN LUIS 93405
4. Assessor's Parcel Number: 091-181-031
5. Location: 1616 willow rd. NIPOMO
A. Text/Legal Description: TENTATIVE TRACT
MAP 2650 (MAP ATTACHED)
B. Provide Map (attachments: of a scale that all notes can be easily read)
6. General Description of Project: 16 - 1 Acre Lots
ON APPROX. 18.89 ACRES
7. Services Requested from NCSD (types and number of connections):
Water: WATER FOR 16 INDIVIDUAL
1" meters
Sewer:
Other (solid waste, lighting, landscaping, drainage, etc.):
8. Current Zoning (Include map if more than one zone applies): RESIDENTIAL RURAL
9. Identify any proposed or pending zone changes on the property to be annexed:
ZONE CHANGED APPROVED TO RECREATION
ALLOWING FOR 16 - 1 Acre Lots



NIPOMO COMMUNITY SERVICES DISTRICT  
REQUEST FOR ANNEXATION

10. Maximum number of units based on current zoning: 16 - lots  
Maximum number of units based on proposed zoning: N/A  
Maximum number of units based on greatest potential zoning: N/A
11. Proposed number of Residential units: (Describe phased construction plan if applicable): 16 - custom Homes  
ON ONE ACRE LOTS
12. If non-residential use, provide information as to number of plumbing fixtures, flows, loading, intended use, etc. (Describe phased construction plan if applicable):  
\_\_\_\_\_  
\_\_\_\_\_
13. Total acreage of proposed project: 18.89
14. Total acreage of proposed annexation: 18.89
15. If total acreage to be annexed differs from the acreage to be developed, explain the difference:  
\_\_\_\_\_  
\_\_\_\_\_
16. Status of water resources available on proposed annexation acreage:
- A. Quantity - pumping log(s) and date(s): 560 GPM
- B. Quality - quality test(s) and date(s): Excellent
- 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.
- E. Other information: \_\_\_\_\_
- F. Water resources currently on the site: PRIVATE well
- G. Water resources to be offered in dedication to NCSD: \_\_\_\_\_

NIPOMO COMMUNITY SERVICES DISTRICT  
REQUEST FOR ANNEXATION

17. Description of existing and proposed wastewater disposal system:

Existing none = proposed 16-  
INDIVIDUAL septic tank with leach fields or seepage pits

18. Reason proponents are requesting annexation:

Project is  
IN THE SCOPE OF INFLUENCE  
OF NCSD AND A REQUIREMENT OF  
APPROVAL FROM COUNTY

19. If the annexation involves clustering, submit a description of how the open space parcel to be created will be used for public benefit, including any plans to dedicate and funding method for sustaining that use:

N/A

20. Who do you anticipate will provide the following services, as many as may apply:

Lighting? \_\_\_\_\_

Drainage? \_\_\_\_\_

Solid Waste? \_\_\_\_\_

Landscaping? \_\_\_\_\_

21. 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.



NIPOMO COMMUNITY SERVICES DISTRICT  
REQUEST FOR ANNEXATION

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:

*Kenneth Craig*

Full Name:

Kenneth CRAIG

Street Address:

1042 Ash St. A.G.

Mail Address (if different):

Home telephone number:

805-489-2263

Work telephone number:

805-489-1264

FAX number:

0

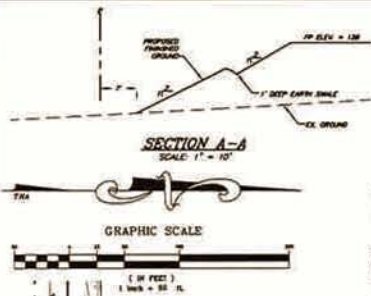
email address:

Ken-Craig@Charter.net

# VESTING TENTATIVE TRACT #2650

## {TRACT NAME}

PROJECT ADDRESS:  
1616 WILLOW ROAD  
NIPOMO, CA



### ELEVATIONS

ELEVATIONS SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET AND ARE REFERENCED TO A LOCAL ASSUMED DATUM DERIVED LOCALLY BY A BRASS CAP SET IN A MONUMENT WELL AT THE CENTERLINE INTERSECTION OF WILLOW ROAD AND VIA CONCHA ROAD. ELEVATION = 100.00 FEET.

### COORDINATES AND BASIS OF BEARINGS

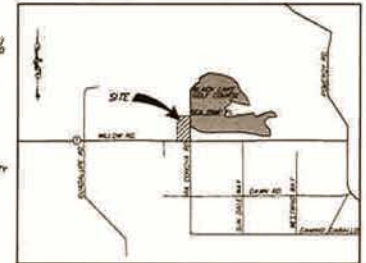
COORDINATES AND BEARINGS SHOWN HEREON ARE EXPRESSED IN U.S. SURVEY FEET, AND ARE REFERENCED TO A LOCAL ASSUMED DATUM DERIVED BY THE CONTROL POINTS LISTED HEREON. THE BEARINGS OF NIPOMO027 FOR THE CENTERLINE OF WILLOW ROAD, AS SHOWN ON DOC# 2003-143010 WERE USED AS THE BASIS OF BEARINGS FOR THIS MAP.

### LEGAL DESCRIPTION

LOT 45 OF DIVISION "A" OF POWERY'S RECONVEYANCE OF A PART OF THE LOS BOSQUES TRACT, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED SEPTEMBER 26, 1983 IN BOOK A, PAGE 108 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.  
EXCEPT THEREFROM THAT PORTION THEREOF AS CONVEYED TO LUCHA MAR SCHOOL DISTRICT PER DOC# 2003-143010.

### DESIGN NOTES

- 031-181-031
- ASSessor'S PARCEL NO.:
- 18.89 AC.
- GROSS SITE AREA.
- EXISTING ZONING:
- EXISTING LAND USE DESIGNATION:
- EXISTING DRAINAGE:
- WATER SUPPLY:
- SEWAGE DISPOSAL:
- ELECTRIC:
- TELEPHONE:
- FIRE PROTECTION:
- SOLID WASTE:
- EXISTING PARCELS:
- PROPOSED LOTS:
- EROSION CONTROL:
- 18
- SHALL BE IN CONFORMANCE WITH THE BEST MANAGEMENT PRACTICES OF THE STATE WATER QUALITY CONTROL BOARD. SHALL BE IN CONFORMANCE WITH THE SAN LUIS OBISPO COUNTY STANDARDS AND SPECIFICATIONS.
- DRAINAGE:



### EXISTING AND PROPOSED LAND USE STATEMENT

EXISTING LAND USE: VACANT

PROPOSED LAND USE: SINGLE-FAMILY RESIDENTIAL

### BOUNDARY

BOUNDARY SHOWN HEREON IS CALCULATED FROM DOC# 2003-143010

### FEATURES

TOPOGRAPHIC AND PLANNING FEATURES SHOWN HEREON WERE COMPILED FROM DATA COLLECTED IN A FIELD SURVEY USING CONVENTIONAL METHODS AND PROCEDURES IN APRIL, 2004.

### VICINITY MAP

AS SHOWN

### RETENTION REQUIREMENTS:

- 20 YEAR STORM: 10 HOUR INTENSITY, 10 HOUR DURATION PER SLO COUNTY STANDARDS
- C = 0.85
- I = 0.47 IN/HR
- A = 185,900 SF (IMPERVIOUS SURFACES)
- Q = 1.82 CFS
- VOLUME REQUIRED = Q x DURATION = (1.82 CFS)(10 HR) = 65,520 LG
- BASEIN DEPTH = 2' (NO FENCING REQUIRED)
- WATER DEPTH = 1.7 FT
- FREEDBOARD = 0.3'

### PROPOSED DEVELOPMENT

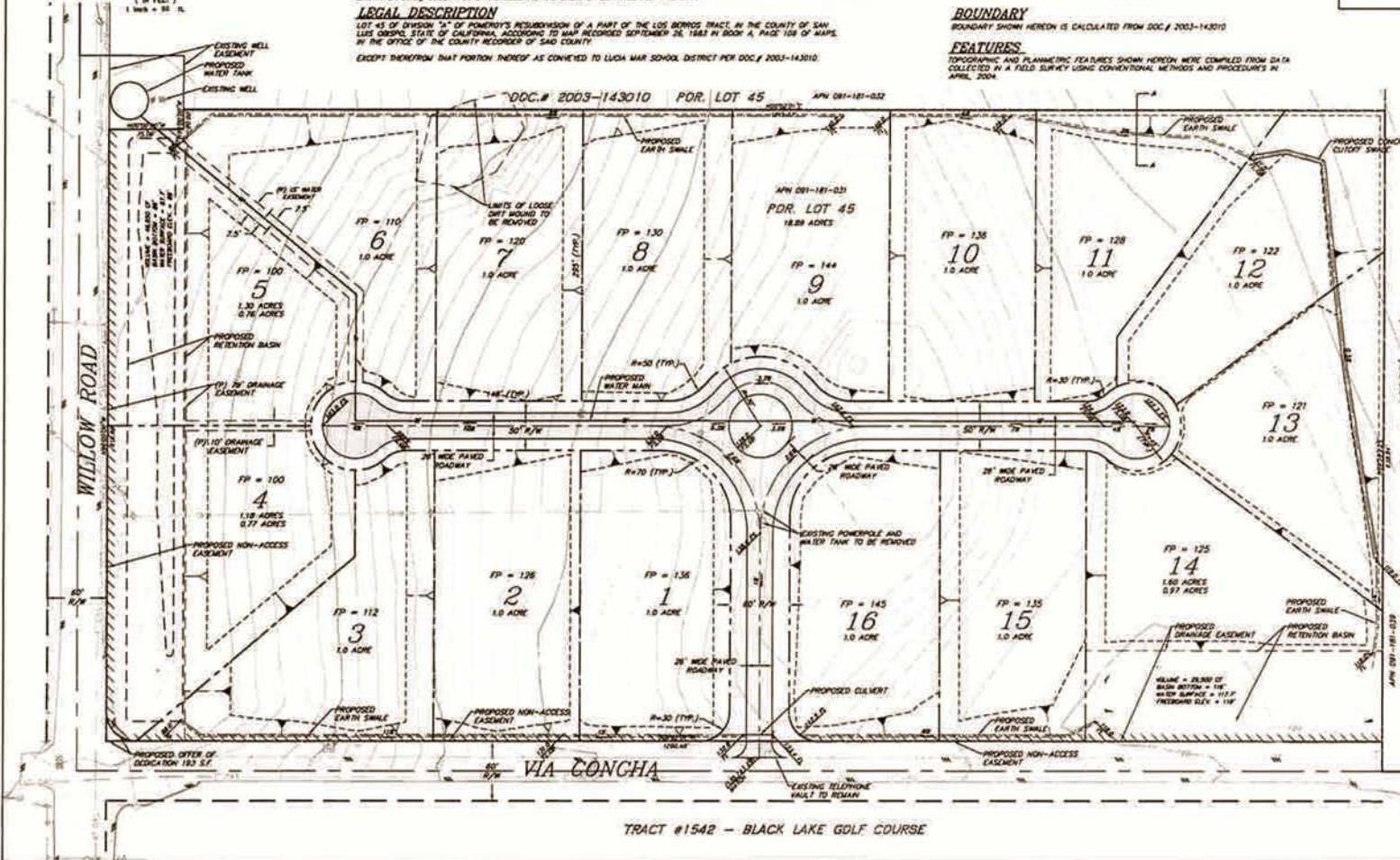
MINIMUM LOT SIZE: 43,560 SQ FT

### OWNERS:

KENNETH M. ORANG AND ROSAMARE ORANG  
TRUSTEES OF THE ORANG FAMILY TRUST  
DATED SEPTEMBER 8, 1987  
1042 ADK STREET  
MARIPOSA GRANDE, CA 93420

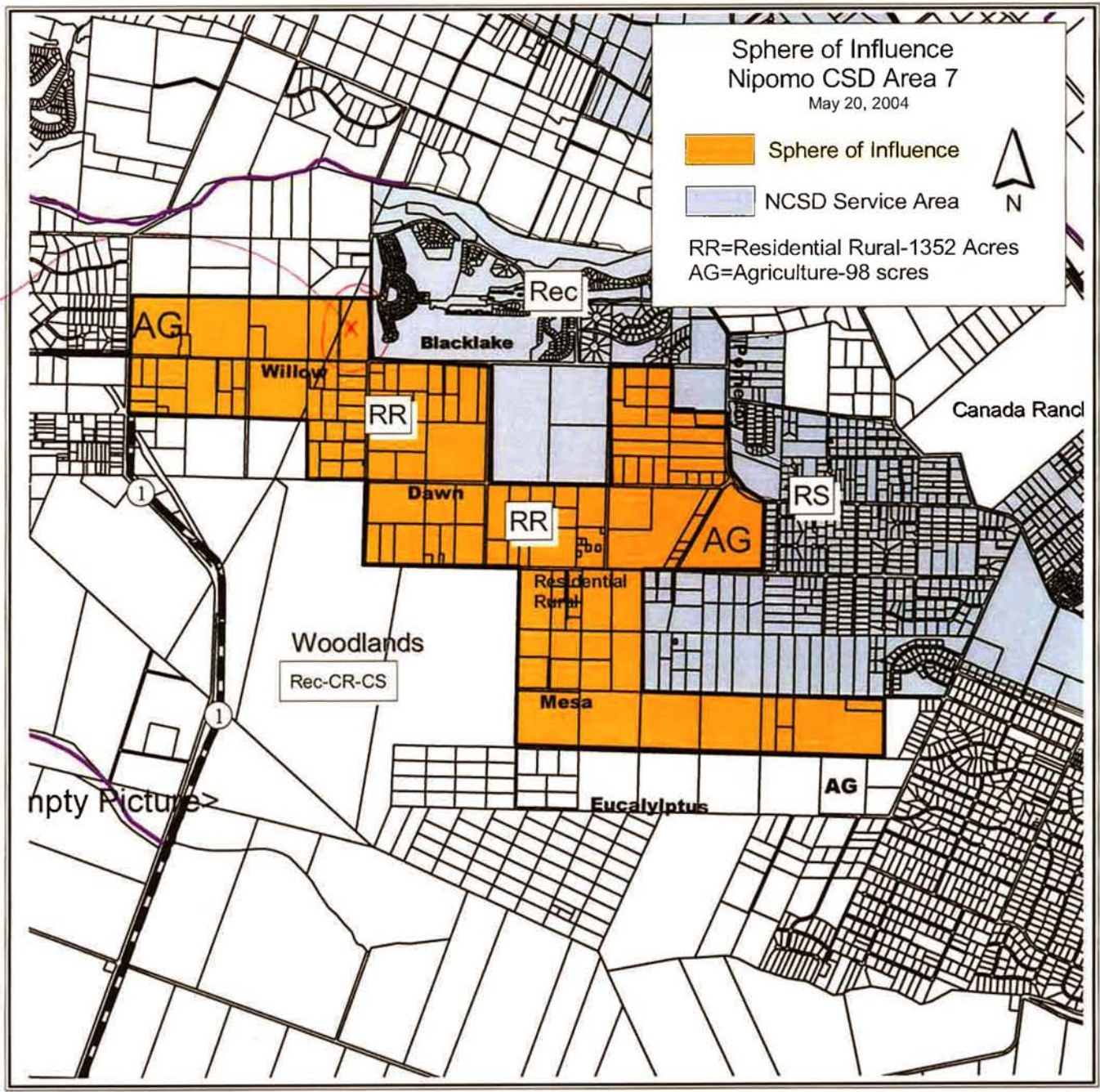
### PREPARED BY

CHRIS E. FRY - R.C.E. 37920  
DRAFTER/PLANNER ASSOCIATES  
355 CHORRO STREET, #1  
SAN LUIS OBISPO, CA 93405



05/17/04 AS SHOWN CS/RW 11.00314.1 11.00314.1TTM 1	11.00314.1TTM 1





CRAIG PARCEL

ATTACHMENT 2  
MAY 10, 2006 ITEM E-1



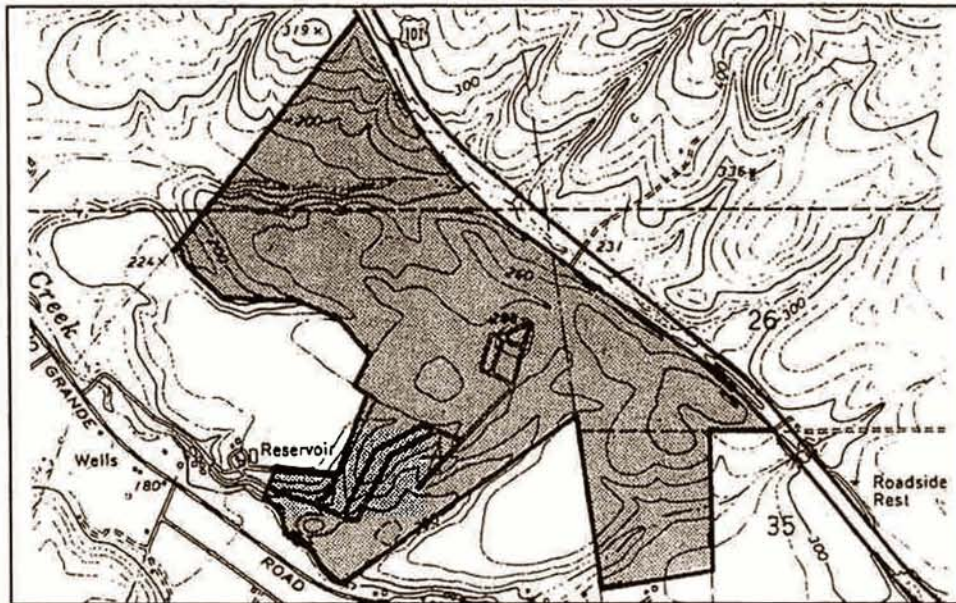
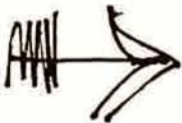


Figure 112-23 - REC - Bartleson Ranch

The analysis shall be prepared such that long-term water availability is determined to be adequate for the golf course, the residential/ small scale tourist accommodation component, and intensive agricultural use for the property remaining in the Agriculture land use category. The data used in the analysis shall provide for conclusions with a high degree of certainty, and shall be based on 1) monitoring over a certain period (as recommended by the hydrogeologist), 2) recent, detailed existing information on water availability; or 3) a combination of these two. Residential development/small scale tourist accommodations shall also be carefully sited to minimize potential visual impacts from Highway 101 as well as provide for adequate sewage disposal systems.



3. North west corner of Willow and Via Concha. The following standards apply only to the property shown as Area A in Figure 112-24.

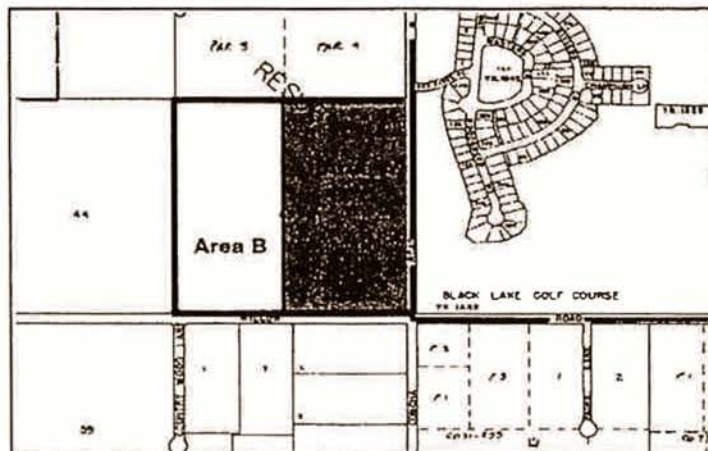


Figure 112-24 REC-Northwest Corner of Via Concha & Willow Rd



- a. **Limitation on Use.** Land uses identified by Section 22.06.030 as allowable, permitted, or conditional within the REC land use category may be authorized in compliance with the land use permit requirements of that Section, only if those uses are allowable, permitted, or conditional in the RS land use category.
- b. **Land Division.** No more than 16 residential parcels shall be created within the approximately 20 acre portion shown as Area A in Figure 112-24 at an average density of no less than one acre.
- c. **Cluster Land Division Incentive.** Cluster divisions of land may use an open space parcel area that is smaller than otherwise required by Land Use Ordinance Chapter 22.22 where an important biological habitat, or public use for passive recreational purposes is identified through the application's review process. The size of the open space shall be no less than 60 percent. The analysis shall identify the area that can best accommodate the sensitive biological resources, passive recreational needs, school access and still provide for the allowed residential density.
- d. **Allowed Density.** The maximum allowable residential density within the area shown as Area A in Figure 112-24 is one dwelling unit per parcel.
- e. **Drainage.** All drainage from future development shall be retained on site to the satisfaction of County Public Works.
- f. **Rural Character.** To provide for rural character, as seen from Willow Road and Via Concha, all future development shall provide sufficient landscaping to accomplish an 80 percent screening of new development within 5 years of planting and limit night lighting so that it is directed down and into the development with no direct light visible from surrounding public roads;
- g. **Future School Access.** As a part of any future land division, an access easement onto Via Concha shall be provided for the future school site to the west.
- h. **Willow Road/Via Concha Intersection.** Based on the cumulative traffic impacts of residential development and the future school on the adjacent Public Facilities property, the following shall be completed as a part of any residential development:
  - (1) Submittal of a Signal Design Plan for the installation of a traffic signal at the Willow Road/Via Concha Road intersection, for review and approval by the County of San Luis Obispo Department of Public Works.
  - (2) Prior to recordation of final map, the applicant shall install signal poles with luminaries only and install traffic signal conduit at the northwest and southeast corners of the Willow Road and Via Concha Road intersection, as recommended by the San Luis Obispo County Department of Public Works.

- i. **Water Service.** Prior to recordation of final map for residential development, the property shall annex to the Nipomo Community Service District for water service. An "intent-to-serve" letter from the NCSO shall be provided with application for land division.
- j. **Water Usage.** All feasible water conservation measures shall be incorporated into future residential development. All landscaping shall be low water using and drought tolerant. Turf areas shall be minimized.
- k. **Noise.** Future subdivision design shall demonstrate how all outdoor use areas will not exceed the exterior noise threshold of 60 db when buildout traffic is reached on Willow Road.
- l. **Biological Resources.** Prior to approval of future development, a botanical assessment (conducted at proper time of year) shall be prepared to evaluate for potentially sensitive species. All efforts shall be made to avoid any sensitive species found.
- m. **Archaeological Resources.** Prior to approval of future development, the entire property shall be evaluated for archaeological resources. Any future land division shall be designed in a manner that first considers avoiding known resources and if not possible, fully mitigate potential impacts.
- n. **Safety - Golf Hazards.** As a part of any land division or residential building permit submittal, the application shall show how the project will maximize protection of development from potential golf hazards of the adjacent golf course.

[Added 2002, Ord. 2968, Rescinded 2004, Ord. 3055, Added 2005, Ord. 3074]

- F. **Recreation (REC) / Public Facilities (PF).** The following standards apply within the Recreation/Public Facilities land use category in the rural portions of the South County planning area.
  - 1. **North west corner of Willow and Via Concha.** The following standards apply only to the property shown as Area B in Figure 112-24.
    - a. **Limitation on Use.**
      - (1) Land uses within the REC/ PF land use category shall be limited to: Schools - Elementary and Secondary if the site is acquired and developed by the Lucia Mar Unified School District



- (2) Land uses within the REC/ PF land use category shall be limited to Crop Production and Grazing, Outdoor Sports and Recreation, Parks, and active and passive Open Space if the site is not acquired and developed by the Lucia Mar Unified School District.
- b. **Drainage.** All drainage from future development shall be retained on site.
- c. **Rural Character.** To maintain a rural character, as seen from Willow Road, all future development shall provide sufficient landscaping to accomplish an 80% screening of new development and limit night lighting so that it is directed down and into the development with no direct light visible from surrounding public roads.
- d. **Willow Road/Via Concha Access.** Prior to issuance of a county encroachment permit for school access:
- (1) Public Works shall review proposed project's circulation plan to verify that Via Concha access is used for all traffic ingress/egress and adequately sized for bus movements. If any egress onto Willow Road is proposed, it must be shown to Public Works satisfaction how left-turn movement will be avoided.
- (2) The LMUSD shall install a traffic signal at the intersection of Willow Road and Via Concha Road, in accordance with the approved Signal Design Plan. If a Signal Design Plan has not yet been prepared, the District will prepare such a Plan for approval by County Public Works.
- e. **Agricultural Resources.** As long as commercial agricultural activities to the north and west remain, the following shall apply. Future school design shall place all outdoor activity areas along the southeastern portion of the property to be as far from existing agricultural operations. Extensive landscape planting of trees and shrubs shall be completed along the north and west perimeters with the intent of providing a solid screen of evergreen vegetation to intercept aerial pesticide drift. All habitable buildings shall include air conditioning units with air purifying filters that are regularly maintained. The District shall work with the County Agricultural Commissioner's Office to verify these measures have been installed in a manner that maximizes protection of human health. The District will consider incorporating any other protective measures recommended by the Agricultural Commissioner's Office.
- f. **Water Service.** Prior to development of the site with a school, the property shall annex to the Nipomo Community Service District for water service. An "intent-to-serve" letter from the NCSD shall be provided.
- g. **Water Usage.** All feasible water conservation measures shall be incorporated into future development of the site with a school. All landscaping shall be low water using and drought tolerant.

[Added 2002, Ord. 296, Rescinded 2004, Ord. 3055, Added 2005, Ord. 3074]

# NIPOMO COMMUNITY

## BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT  
MICHAEL WINN, VICE PRESIDENT  
JUDITH WIRSING, DIRECTOR  
CLIFFORD TROTTER, DIRECTOR  
ED EBY, DIRECTOR



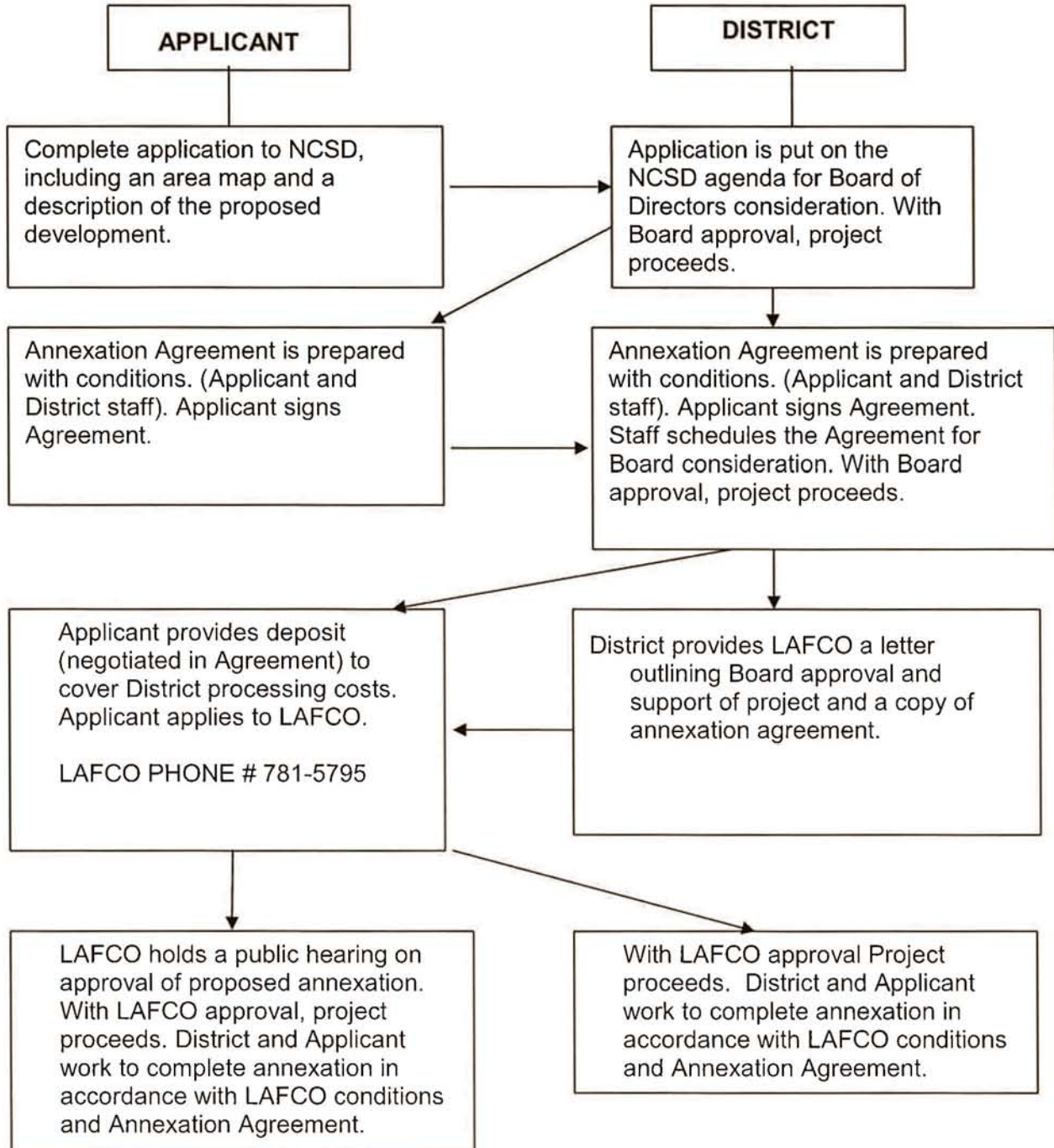
# SERVICES DISTRICT

## STAFF

MICHAEL LEBRUN, GENERAL MANAGER  
LISA BOGNUDA, ASSISTANT ADMINISTRATOR  
JON SEITZ, GENERAL COUNSEL

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

## FLOW CHART FOR ANNEXATIONS





TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *MSL*  
DATE: MAY 5, 2006

**AGENDA ITEM  
E-2  
MAY 10, 2006**

SERVICE REQUEST – APN 092-130-043 (ROOSEVELT APARTMENTS)

**ITEM**

Consider request for water and sewer service (Intent-to-Serve Letter) to a 52-unit multi-family/low income development at 750 Grande Street. [Recommend Approval] – 45 minutes.

**BACKGROUND**

The District received the attached application for water and sewer service to 750 Grande Street on January 26, 2006. Staff deemed the application complete for processing on April 11, 2006 upon receipt of a water demand certification for the proposed project (Application and water demand certification are attached). The Owner/Applicant, is John Luis of Nipomo. Mr. Luis lists KTG Y Group of Irvine, California as his agent. The application is signed by Mr. Stephen Glover of Global Premier Development of Irvine, California.

The application is for a 52-unit multi-family apartment complex, the applicant indicates all 52-units are "low income". The subject property is zoned multi-family and is currently occupied by a single family home that receives District water service via a 5/8-inch meter. The District's annual residential allocation limits apply to the proposed project.

A Water Demand Certification is included with the application. The project is projected to require 9.4 acre-feet of water annually. The project will be subject to the District's water and sewer connection fees which incorporate the costs of supplemental water. The project will be watered by a single master-meter for domestic use and a single irrigation meter. A separate fire connection may be required by California Department of Forestry; however, additional fire capacity fees are not likely to be required due to the level of domestic demand anticipated.

Assuming a six (6) inch domestic water meter and a one (1) inch irrigation meter are required, sewer and water connection fees for the project (at today's rates) would be \$541,550.00. Supplemental water fees would account for \$344,731.00 of this estimated fee. Actual water and sewer capacity fees will be based on the meter sizes requested for the final County-approved project and will be finally assigned at the time the project is complete and ready to connect to the District system.

Allocation of water to this project requires multi-year phasing to comply with the District's allocation ordinance. Assuming this project meets the County's criteria for Low Income, a total of 13.5 acre feet (AF) of water allocation is set aside annually for this class of development (10.2 for Multi-family, 3.3 for Low Income). The single project allocation limit of 20% results in a maximum annual allocation to the project of 2.7 AF. At this allocation rate the project's water allocation would be phased over four years. This phasing scenario and other potentially applicable scenarios are summarized in the table below.

<b>Project Scenario</b>	<b>Annual Allotment</b>	<b>Years until full allotment.</b>
Qualifies as Low Income, current allocation limits.	20% of 13.5 AF (10.2 + 3.3), or 2.7 AF	Four (final allotment granted on 10/01/08)
Does not meet Low Income, current allocation limits.	20% of 10.2 AF, or 2.04 AF	Five (final allotment granted on 10/01/09)



Assuming the applicant can provide evidence all units of the proposed project meet County criteria for Low Income housing, staff is recommending allocation based on the first scenario.

### **RECOMMENDATION**

Staff recommends your Honorable Board direct staff to issue an Intent-to-Serve letter for the project with the following conditions:

- Will-Serve letters for the project will be issued in "phases" as follows:
  - No more than fifteen units (2.7 acre-feet) prior to September 30, 2006;
  - No more than thirty units (5.4 acre-feet), cumulative, prior to September 30, 2007;
  - No more than forty-five units (8.1 acre-feet), cumulative, prior to September 30, 2008;
  - Full allocation, fifty-two units (9.4 acre-feet), cumulative, available on or after October 1, 2008

*This allocation schedule assumes all units of the project meet County criteria for Low Income. The project's allocation will be reduced accordingly if all or parts of the project do not meet the County criteria. The applicant will be required to provide proof of Low Income criteria being met prior to the issuance of Will-Serve letter(s).*

- Water service for the entire project shall be served by a single master-meter for indoor uses and separate meter(s) for landscape areas.
- On-site fire service (e.g. fire sprinklers) requires a dedicated service lateral. CDF of SLO County must approve the development plans prior to District approval. Fire capacity charges may be applicable.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval. (See expiration conditions below)
- Enter into a Plan Check and Inspection Agreement; provide a deposit.
- Submit improvement plans in accordance with the District Standards and Specifications for review and approval. A sewer and water master plan review of project impacts, at the applicant's expense, may be required by the District.
- Project landscape plan shall incorporate best management water conservation measures and be approved by the District General Manager.
- Any required easements shall be offered to the District prior to final improvement plan approval.
- A Will-Serve letter for the project will be issued after improvement plans are approved and signed by General Manager.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will-Serve Letter in an amount equal to the then calculated Fees for Connection.
- Fees for Connection shall be calculated and owing as of the date the District sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.
- For improvements that will be dedicated to the District, submit the following:
  - Reproducible "As Builts" - A mylar copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water and sewer improvements
  - Offer of Dedication
  - Engineer's Certification
  - A summary of improvement costs
- The District will set water meter(s) upon proof of a building permit from the County of San Luis Obispo and after the District has accepted improvements to be dedicated to the District, if applicable.
- This letter is void if land use is other than multi-family.



*Intent-to-Serve conditions continued:*

- Intent-to-Serve letters shall automatically terminate on the first to occur:
  - Failure of the applicant to provide District with written verification that County application for the project has been deemed complete within two hundred forty (240) calendar days of the date the Intent-to-Serve Letter is issued; or
  - End of allocation phasing period (October 1, 2008). However, applicant shall be entitled to a one-year extension upon proof of reasonable due diligence in processing the project.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.
- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.

**ATTACHMENTS**

Application  
Plot plans for project site.

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\SERVICE REQUEST APN 092-130-044.DOC



# NIPOMO COMMUNITY SERVICES DISTRICT

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

Office use only:  
Date and Time  
Application and  
Fees received:  
**RECEIVED**  
JAN 26 2006  
NIPOMO COMMUNITY  
SERVICES DISTRICT

## INTENT-TO-SERVE/WILL-SERVE APPLICATION

App complete on  
4-11-06 upon  
receipt of water demand  
certificates

1. This is an application for:  Sewer and Water Service  Water Service Only
2. SLO County Planning Department/Tract or Development No.: 0124.02
3. Attach a copy of SLO County application.

**Note:** District Intent-to-Serve letters expire eight (8) months from date of issue, unless the project's County application is deemed complete.

4. Project location: 750 Grande St. Nipomo, Ca. 93444 CUSTOMER - WATER 7/2' vertical
5. Assessor's Parcel Number (APN) of lot(s) to be served: 092-130-044
6. Owner Name: John Luis
7. Mailing Address: 750 Grande St. Nipomo, Ca. 93444
8. Phone: (805) 931-0530 FAX: N/A
9. Agent's Information (Architect or Engineer):  
Name: Jeff Speirs - KTAG Group Inc.  
Address: 17911 Mitchel South Irvine, Ca. 92614  
Email: Jspeirs@Ktag.com  
Phone: (949) 851-2133 FAX: (949) 476-8114

10. Type of Project: (circle as applicable)  
Single-Family Residence   Duplex   Secondary (a.k.a Granny) Unit  
Multi-Family (under single roof)   Commercial   Mixed-Use (commercial & residential)

12. Number of Dwelling Units 52   Number of Low Income units 52

13. Does this project require a sub-division? No (yes/no)  
If yes, number of new lots created \_\_\_\_\_

### 14. Site Plan:

For projects requiring Board approval, submit six (6) standard size (24" x 36") copies and one reduced copy (8½" x 11"). Board approval is needed for the following:

- more than four dwelling units
- property requiring sub-divisions
- higher than currently permitted housing density
- commercial developments

All other projects, submit two (2) standard size (24" x 36") and one reduced copy (8½" x 11").

Show parcel layout, water and sewer laterals, and general off-site improvements, as applicable.



15. **Water Demand Certification:**

A completed Water Demand Certification, signed by project engineer/architect, must be included for all residential and the residential-portion of mixed use.

16. **Commercial Projects Service Demand Estimates:**

Provide an estimate of yearly water (AFY) and sewer (MGD) demand for the project.  
**Please note:** All commercial projects are required to use low water use irrigation systems and water conservation best management practices.

17. **Agreement:**

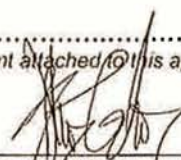
The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously 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) judgments 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) judgments 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

Application Processing Fee..... \$50.00  
(Non-refundable payment attached to this application)

Date 1/18/06

Signed

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

Print Name

Stephen Glover

**NIPOMO COMMUNITY SERVICES DISTRICT  
Water Demand Certification**

**Demand Calculation (for new dwelling units only)**

Total project water demand (dwelling units including irrigation), by District standard, is as follows:

Number of Multi-family Units	<u>52</u>	X	0.18	=	<u>9.36</u>
Number of Duplexes/Secondary Units	<u>      </u>	X	0.3	=	<u>      </u>
Number of Single Family Units with:					
Parcel less than 4,500 sq. ft.	<del>      </del>	X	0.3	=	<del>      </del>
Parcel between 4,500 and 10,000 sq. ft.	<del>      </del>	X	0.45	=	<del>      </del>
Parcel greater than 10,000 sq. ft.	<del>      </del>	X	0.55	=	<del>      </del>
Total demand all dwelling units including irrigation					= <u>9.36</u>

**Certification**

I the undersigned do here by certify:

Project design incorporates low water use landscape and landscape irrigation systems.

The design maximum total water demand, including landscaping does not exceed the following:

- 0.18 AFY per Multi-Family Dwelling Unit;
- 0.3 AFY per Dwelling Unit for duplexes and Secondary Dwellings;
- 0.3 AFY per Single Family Dwelling Unit located on a parcel size of four thousand five hundred (4,500) square feet or less;
- 0.45 AFY per Single Family Dwelling Unit located on a parcel size between four thousand five hundred (4,500) and ten thousand (10,000) square feet.
- 0.55 AFY per Single Family Dwelling Unit located on a parcel size that exceeds ten thousand (10,000) square feet.
- 0.85 AFY for the entire parcel when a secondary home is being added.

Note: "AFY" = acre-foot per year  
Parcel size is net area

Signed [Signature] Date 4-10-06  
Must be signed by project engineer/architect

Title ENGINEER License Number 04102

Project 092-130-044 (e.g. Tract Number, Parcel Map #, APN)





# CONSTRUCTION AND DESIGN DESCRIPTION

## Roosevelt Family Apartments

### Location

The proposed site for Roosevelt Family Apartments is located at 750 Grande St., Nipomo, California. Site acreage is approximately 3.85 acres, of which will be developed for the project.

### Housing Type

The development will be a 52-unit family apartment community.

### Architectural Goals

The award-winning KTG Y Group designed the project. Careful consideration was given to designing a project that meets the demands of affordability, yet has the architectural amenities to present itself as a quality market rate comparable apartment community.

### The Project

The project will consist of 5 - 3 story buildings. There will also be a recreation building containing the office, recreation center, and a manager's unit. Construction will be Type V, wood-frame construction, with color cast clay tile roofs, stucco exterior and wood trim and accents. The design will be a classic California contemporary style. The balconies and patios will be framed and covered. A decorative banding will be placed at the mid-wall to give the buildings architectural interest. This banding will run beneath the lower windows as well as the upper ones.

The unit mix will be as follows:

Number of Units	Bedrooms	Unit Size
25	2	908
26	3	1058
1 (Manager's Unit)	2	908

Parking will be consistent with City requirements, and will allow for 97 spaces. Handicapped and visitors parking will be placed throughout the parking areas.

Roosevelt Family Apartments, Nipomo  
Construction and Design Description

The Recreation Center will be the center of services for the residents of Broadway Village. The Recreation Center is designed to support families by offering educational programs as discussed in section 4C. Adjacent to the lobby will be a recreation area and computer center. The recreation room will feature comfortable lounge seating, and will be equipped with a television and DVD player. In addition, the community center will include a small kitchen facility. Access to the outdoor picnic and barbeque area will be from the main recreation center area. The computer center will offer the residents full time computer use and internet access, and will contain ample room to conduct computer-training classes. This facility will offer the opportunity to residents for resume-writing, homework completion and research projects. The manager's office will offer a place for consultation, counseling, and interviews. The community areas will be professionally planned and decorated. Outdoors, the recreational amenities will include a picnic and BBQ area, and various play areas with play equipment for the children. Landscaping will be lush and abundantly planned.

#### **Unit Amenities**

All units will feature:

- Exterior Entrances
- Plush Carpeting in Living Areas
- Vinyl Flooring in Kitchens and Baths
- Mini Blinds Throughout
- Individually Controlled Heating
- Kitchen Appliances Included: Range, Refrigerator, Dishwasher and Disposal
- Cable Television Availability
- Free High-Speed Internet Service
- Smoke Alarms

#### **Project Amenities**

All Common area shall be professionally planned and decorated. Amenities will include:

- Entry Lobby with Designer Flooring, Seating and Décor
- Recreation Room Including TV and Lounge Area, Seating and Kitchen
- Computer Center
- Community Laundry Room

Roosevelt Family Apartments, Nipomo  
Construction and Design Description



Exterior Common Areas Shall Include:

- Multi-Purpose Social Room
- Manager's Office
- Picnic and BBQ Area(s)

**Proximity to Services**

The site is situated within 1 mile of a public school, full-scale grocery store, medical clinic, library, park and pharmacy, as well as other numerous other amenities

**Development Plan and Neighborhood Impacts**

The community will be developed in one phase. The anticipated construction period is approximately twelve months, followed by a lease-up period of six to eight months.

The proposed project design compiles with all the General Plan guidelines and zoning requirements, and conforms to the adjacent land uses, thereby creating no negative impact on the surrounding neighborhood.

TO: BOARD OF DIRECTORS  
FROM: JON S. SEITZ  
DISTRICT LEGAL COUNSEL  
DATE: MAY 5, 2006

**AGENDA ITEM  
E-3  
MAY 10, 2006**

**DISTRICT CONFLICT OF INTEREST CODE  
UPDATE FORM 700 DISCLOSURE CATEGORIES**

**ITEM**

Review and consider update of the District Conflict of Interest Code to designate Form 700 filers and categories of disclosure. [Recommend Approval] – 45 minutes.

**BACKGROUND**

The Political Reform Act ("PRA") requires state and local government agencies to adopt and promulgate a Conflict of Interest Code and designate positions that are required to file Statements of Economic Interests (Form 700) with the County Clerk's Office through the District's Secretary. A Conflict of Interest Code must contain the following three (3) basic components:

1. Language incorporating the Fair Political Practices Commission ("FPPC") Regulations, or the basic provisions required in Government Code §87302.
2. A list of the designated positions that make and/or participate in making governmental decisions.
3. Disclosure categories specifying financial interests that designated positions must disclose.

District Resolution No. 2004-914 that was adopted on August 25, 2004, incorporated by reference the FPPC's standard model code. The District's Conflict Code is available for review in the District Office.

The Form 700 contains the following Schedules (reporting categories):

- Schedule A-1: Investments (less than 10% ownership)
- Schedule A-2: Investments (greater than 10% ownership)
- Schedule B: Real Property
- Schedule C: Income & Business Positions (other than loans, gifts and travel)
- Schedule D: Income – Loans
- Schedule E: Income – Gifts
- Schedule F: Income – Travel payments

With the hiring of the Special Project's Assistant, Staff conducted a review of the District's Conflict Code to determine what revisions, if any, are needed to make the District's Code consistent with current job titles, positions and classifications.

-next page-



As a result of that review, Staff recommends the following:

- The District's Special Projects Assistant and the District's Utility Supervisor, because of their job description and the potential for conflict of interest, file Form 700 Statements, however with the categories being limited to Schedules "B" and "C" as reflected in the revised Appendix "B", attached hereto.
- The District no longer contracts for overall District engineering services with any one particular engineering firm. Therefore, Staff recommends that this position be designated as a consultant with disclosure categories designated by contract as reflected in revised Appendix "B", attached hereto.

The District Board of Directors, General Manager, and District Legal Counsel are required to disclose in all categories. Additionally, the District has designated the Administrative Assistant, who, in the absence of the General Manager, is the designated General Manager, file in all categories.

### **RECOMMENDATION**

After Staff presentation, Director comment and public comment, Staff recommends that the District Board of Directors adopt the attached Resolution to amend Appendix "B" to the District's Conflict of Interest Code.

### **ATTACHMENTS**

- Resolution and Appendix "B"

RESOLUTION NO. 2006- \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
REVISING DISTRICT'S FORM 700  
REPORTING POSITIONS AND REPORTING CATEGORIES**

**WHEREAS**, the Nipomo Community Services District (herein "District") Board of Directors (herein "Board") is a local governmental agency formed and authorized to provide services within its jurisdiction, pursuant to Section 61000 et seq. of the California Government Code; and

**WHEREAS**, pursuant to District Resolution \_\_\_\_\_ the District Board of Directors adopted Regulation 18730 by reference as the District's Conflict of Interest Code; and

**WHEREAS**, the District Board of Directors desires to adopt a new listing of reporting positions and reporting categories to be incorporated as part of the District's Conflict of Interest Code;

**NOW, THEREFORE**, the Board of Directors of the Nipomo Community Services District does hereby resolve, declare, determine and order as follows:

Exhibit "A", attached hereto, is hereby incorporated by this reference and is adopted as Appendix "B" to the District's Conflict of Interest Code.

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

AYES:  
NOES:  
ABSENT:  
CONFLICTS:

The foregoing resolution is hereby passed, approved and adopted by the Board of Directors of the Nipomo Community Services District this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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

ATTEST:

\_\_\_\_\_  
Donna K. Johnson,  
Secretary to the Board of Directors

2006-Conflict Code.doc



## APPENDIX "B"

### NIPOMO COMMUNITY SERVICES DISTRICT CONFLICT OF INTEREST CODE APPENDIX OF DESIGNATED OFFICERS & EMPLOYEES WITH DISCLOSURE CATEGORIES

#### I. DESIGNATED POSITIONS

The persons occupying the positions listed below are hereby considered designated officers and employees and are deemed to make, or participate in the making of, decisions, which may have a material effect on a financial interest.

##### DESIGNATED POSITIONS:

- Members of the Board of Directors
- General Manager
- District Legal Counsel
- Administrative Assistant
- Special Projects Assistant
- District Utility Supervisor
- Certain Contract Consultants

#### II. DISCLOSURE CATEGORIES

The disclosure categories for each of the above-designated officers and employees shall be those described in paragraph 4, Schedule Summary "A" – "F" on the Form 700 cover page, as follows:

##### A. All reportable interests Schedules "A" – "F":

- Board of Directors
- General Manager
- District Legal Counsel
- Administrative Assistant

##### C. Limited reportable interests - Schedules "B" and "C" (real property, income and business positions:)

- Special Projects Assistant
- District Utility Supervisor

##### D. Disclosure interests designated by Contract:

- District Consultant's and Engineers

TO: BOARD OF DIRECTORS  
FROM: MICHAEL LEBRUN *ML*  
DATE: May 5, 2006

**AGENDA ITEM  
E-4  
MAY 10, 2006**

ENCUMBER AND CONSOLIDATE 2003 COP PROCEEDS

**ITEM**

Consider adopting a resolution encumbering, consolidating, and dedicating remaining proceeds from Certificates of Participation (COPs) issued in 2003, to the Santa Maria Inter-tie project. [Recommend Approval] – 20 Minutes

**BACKGROUND**

On March 28, 2003, the District Board adopted Resolution 2003-861, which approved the execution of an Installment Sales Agreement for the sale of \$4 million in Certificates of Participation (COPs) to construct nine improvements to the District's Water system collectively called the "2003 Project" described in the attached listing. Section 3.01 of the Installment Sales Agreement, executed on May 1, 2003, states that the District "... will use its best efforts to cause the construction, acquisition, and installation of the 2003 Project to be completed by May 14, 2006 ...". On May 14, 2003, the District together with the Nipomo Community Services District Public Facilities Corporation issued \$4 million in COPs of which \$3,471,366.40 was available to fund construction of the 2003 Project (the remainder was allocated to the Reserve Fund and to closing costs).

Although the District has diligently pursued completion of the 2003 Projects, the District has completed four of the nine improvements (Tefft Street Water Transmission Main from Dana to Thompson; Dana Foothill Tank; Water Transmission Main from Tefft to Osage; and Water Transmission Main on Camino Caballo) and abandoned another - the Hermreck Well Pump. As of March 21, 2006, the District had spent \$1,994,178.00 of the available \$3,471,366.40 of the 2003 Project Fund (see attached accounting of initial budget and expenditures).

Of the remaining four projects, staff believes that it is not necessary to use 2003 Project Fund proceeds to construct the "Water Transmission Main on Pomeroy Road from Willow Road to Aden Way"; to acquire "the easements and right of ways for the construction of a one-million gallon water storage facility in the Rim Rock Area"; and to install and replace "fire hydrants within the District". Staff does believe that the Board should transfer the 2003 Project Fund originally budgeted for these three projects and the net balance of 2003 Project Fund proceeds not spent on the five completed projects to the "Santa Maria Inter-tie pump station and water line" project and encumber these remaining proceeds specifically for the planning, design and construction of the "Santa Maria Inter-tie pump station and water line" project. Attached is a draft resolution that would encumber and consolidate these proceeds.

**RECOMMENDATION**

It is recommended that your Honorable Board adopt the attached resolution encumbering and consolidating the remaining proceeds from the COPs issued in 2003.

**ATTACHMENTS**

1. 2003 COP Listing of Projects
2. Accounting of Funds Spent and Remaining
3. Draft Resolution



EXHIBIT A

DESCRIPTION OF PROJECT

The 2003 Project comprises the following described improvements to the District's Water System. The estimated cost of each component of the 2003 Project is listed opposite its name.


<i>Component</i>	<i>Contract Cost</i>
Construction of Tefft Street Water Transmission Main from Dana School to Thompson Avenue – approximately 8,439 linear feet of 16-inch PVC pipe	\$ 832,800
Construction of One Million Gallon Water Storage facility at Dana Foothill Site-Tank #5	412,200
Construction of Water Transmission Main from Tefft Street to Osage Street within the County Park – approximately 3,000 liner feet of 12-inch pipe	450,000
Construction of Water Transmission Main on Camino Caballo from Osage Street to Pomeroy Road – approximately 1000 linear feet of 10-inch pipe	150,000
	} 600,000
Construction of Water Transmission Main on Pomeroy Road from Willow Road to Aden Way – approximately 5,200 linear feet of 12-inch pipe	350,000
Construction of the Hermreck Well pump – 250 gpm facility off of North Thompson Avenue	100,000
Acquire easements and right-of-ways for the construction of a one-million gallon water storage facility in the Rim Rock area	40,000
Santa Maria Inter-tie pump station and water line	1,157,000
Installation and replacement of the fire hydrants within the District	<u>50,000</u>
TOTAL	<u>\$ 3,542,000</u>

NIPOMO COMMUNITY SERVICES DISTRICT  
 CERTIFICATES OF PARTICIPATION  
 ISSUED MAY 14, 2003  
 21-Mar-05

**SUMMARY OF BOND ISSUE**

Bonds Issued	\$4,000,000.00
Insurance-Required by Law	(\$23,000.00)
Original Issue Discount	(\$76,608.60)
Net Proceeds to NCSD	<b>\$3,900,391.40</b>

**ALLOCATION OF NET PROCEEDS TO NCSD**

Project Fund	\$3,471,366.40	
Cost of Issuance Fund-Bond Counsel, Financial Consultant, Printing, etc	\$180,000.00	
Reserve Fund-Required by Law	\$249,025.00	
Breakdown of Net Proceeds to NCSD	<b>\$3,900,391.40</b>	

Amount available  
to NCSD

**EXPENDITURE OF PROJECT FUND**

**\$3,471,366.40**

	Thru 2-28-06		
	<u>Budget</u>	<u>Actual</u>	<u>Balance</u>
Construction of Tefft Street Water Transmission Main from Dana School to Thompson Avenue	832,800	(749,752)	83,048
Construction of One Million Gallon Water Storage facility at Dana Foothill Site	412,200	(452,969)	(40,769)
Construction of Water Transmission Main from Tefft to Osage and Construction of Water Transmission on Camino Caballo from Osage to Pomeroy	600,000	(224,261)	375,739
Construction of Water Transmission on Pomeroy Road from Willow to Aden Way	350,000	0	350,000
Construction of Hermreck Well	100,000	(405,370)	(305,370)
Acquire easements and right-of-way for construction of one million gallon water storage facility in Rim Rock	40,000	0	40,000
Installation and replacement of fire hydrants	50,000	0	50,000
Santa Maria Inter-ite pump station and water line (see below)	1,157,000	(161,826)	995,174
	<b>3,542,000</b>	<b>(1,994,178)</b>	<b>1,547,822</b>

**Expenses thru 2/28/06-but NCSD has not taken a draw for these expenses**

Feasibility Study-Canon	25,887
EIR-Doug Wood	90,583
Cost Estimate/Prelim Sch-Canon	5,861
Proposed Routes/Facilities-Canon	5,570
Prop 50 Grant Application-Canon	8,967
Project Support-Canon	9,940
Legal Fees-McDonogh, Holland, Allen	10,173
Legal Fees-Shipsey & Seitz	4,845
	<b>161,826</b>



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-Encumber 2003 COP Proceeds**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ENCUMBERING AND CONSOLIDATING REMAINING PROCEEDS FROM  
CERTIFICATES OF PARTICIPATION ISSUED IN 2003**

**WHEREAS**, on March 28, 2003 the District Board adopted Resolution 2003-861, which approved the execution of an Installment Sales Agreement for the sale of \$4 million in Certificates of Participation (COPs) to construct nine improvements to the District's Water system collectively called the "2003 Project"; and

**WHEREAS**, Section 3.01 of the Installment Sales Agreement, executed on May 1, 2003, states that the District "... will use its best efforts to cause the construction, acquisition, and installation of the 2003 Project to be completed by May 14, 2006 ..." ; and

**WHEREAS**, on May 14, 2003 the District together with the Nipomo Community Services District Public Facilities Corporation issued \$4 million in COPs of which \$3,471,366.40 was available for fund construction of the "2003 Project Fund"; and

**WHEREAS**, the District has diligently pursued completion of the 2003 Project and as of March 21, 2006 had completed five of the nine improvements (Tefft Street Water Transmission Main from Dana to Thompson; Dana Foothill Tank; Water Transmission Main from Tefft to Osage; Water Transmission Main on Camino Caballo; and Hermreck Well Pump) and had spent \$1,994,178 of the available \$3,471,366.40 of the 2003 Project Fund; and

**WHEREAS**, the District Board finds that it is not necessary to use 2003 Project Fund proceeds to construct the "Water Transmission Main on Pomeroy Road from Willow Road to Aden Way"; to acquire "the easements and right of ways for the construction of a one-million gallon water storage facility in the Rim Rock Area"; and to install and replace "fire hydrants within the District"; and

**WHEREAS**, the District Board finds that it is desirable to allocate the 2003 Project Fund originally budgeted for these three projects and for the net balance of 2003 Project Fund proceeds not spent on the five completed projects to the "Santa Maria Inter-tie pump station and water line" project and to encumber these remaining proceeds specifically for the planning, design and construction of the "Santa Maria Inter-tie pump station and water line" project; and

**WHEREAS**, the District Board considered this item at a regularly scheduled public Board Meeting.

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

**SECTION 1:** The District Board deletes the following projects from the 2003 Project listing; "Water Transmission Main on Pomeroy Road from Willow Road to Aden Way"; to acquire "the easements and right of ways for the construction of a one-million gallon water storage facility in the Rim Rock Area"; and to install and replace "fire hydrants within the District".

**SECTION 2:** The District Board allocates the 2003 Project Fund proceeds originally budgeted for the three projects set forth in Section 1 and for the net balance of 2003 Project Fund proceeds not spent on the five completed projects to the "Santa Maria Inter-tie pump station and water line" project and encumbers these remaining proceeds specifically for the planning, design and construction of the "Santa Maria Inter-tie pump station and water line" project.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

The foregoing resolution is hereby adopted this 10th day of May, 2006.

\_\_\_\_\_  
Lawrence Vierheilig, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

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

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

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TO: BOARD OF DIRECTORS  
FROM: MICHAEL LeBRUN *MLB*  
DATE: MAY 5, 2006

**AGENDA ITEM**  
**F**  
**MAY 10, 2006**

## MANAGER'S REPORT

### ITEM

Standing report to your Honorable Board  
*Period covered by this report; April 21, 2006 through May 5, 2006.*

### DISTRICT BUSINESS

#### Administrative

*Water Service Requests/Allocation Accounting:* An updated allocation accounting is attached. With 58% of the water year complete, allocation stands at 50% *including* the service request on today's agenda (44% excluding it). The highest expenditure in any one category is 64% in the multi-family category.

*Rainfall totals:* The Tribune is reporting Nipomo's seasonal rainfall as 21.88 inches. This year's rainfall well exceeds the long-term annual average of 16.82 inches (Beeby, 2002 Trial Exhibit C-4) and can be expected to provide significant recharge to the District's groundwater resources.

#### Safety Program

No injury reports during the period.

#### Administrative Other

Staff expects to introduce the Interim General Manager at the May 10, Regular meeting. A review of the upcoming Board Meeting calendar is needed and will be conducted during the Manager's report.

On May 2, 2006, Staff sent an informative letter (attached) to all property owners who's parcels (approximately 200) are subject to District Ordinance 2005-1005, adopted October 2005. The Ordinance applies to all property, developed or not, within the State-mandated septic system prohibition area which is not connected to the District sewer collection system. The Ordinance requires connection to the District sewer prior to property transfer. Staff has fielded a number of calls requesting clarification. Most callers have been understanding and appreciative of the District's effort. Staff copied the Regional Water Board with the letter as well.

#### Project Activity

Please see the attached report by District Projects Assistant Bruce Buel.

#### Field Activity

Please see the attached report by Utility Supervisor Dan Migliazzo.

#### Conservation/Compliance Activity

Please see the attached report by Conservation/Compliance Specialist Madonna Dunbar.

### RECOMMENDATION

Staff seeks direction and input from your Honorable Board.

### ATTACHMENT

- Allocation Accounting Summary
- Letter on Ordinance 2005-105
- Memorandum from District Projects Assistant, Utility Supervisor, Conservation Specialist

Nipomo Community Services District  
Water Allocation Accounting Summary

Water Year 2005-2006													Notes:	
Project	NUMBER OF UNITS				ACRE-FEET OF ALLOTTED WATER							Tally		
	SFR > 10	SFR 4.5 - 10	SFR < 4.5/DUP	SEC	MF	Low I	SFR/DUP	SEC	MF	Low I	Total			
APN 092-083-009/010 - PHASED (year 2 of 4)					11		32.5	5	10.2	3.3		51	Low I (low income) pulls from SFR/DUP and MF, proportional to their allotment.	
092-130-019, Hill Street - Phased (year 2 of 2)			21				0.0	0.0	(2.0)	0.0	(2.0)	49.0	Phased, 4- years, Board approved 5/25/05	
APN 092-572-046, 852 PRIMROSE	3						(6.3)	0.0	0.0	0.0	(6.3)	42.7	Phased, 2- years, Board approved on 5/11/05	
APN 091-311-010, Haanpaa	3			3			(1.7)	0.0	0.0	0.0	(1.7)	41.1	Issued by GM on 10/24/05	
APN 092-130-043, GRANDE, PEARSON, Phased 1/3					11	4	(1.7)	(0.9)	0.0	0.0	(2.6)	38.5	BOD approved 10/26/05	
APN 090-135-006, W. TEFFT, SPENSER					3		0.0	0.0	(2.0)	(0.7)	(2.7)	35.8	BOD approved 10/26/05	
APN 092-136-013, 759 JUNIPER	1			1			0.0	0.0	(0.5)	0.0	(0.5)	35.3	BOD approved 11/28/05	
APN 090-143-005/007, Sparks/Dana			4				(0.6)	(0.3)	0.0	0.0	(0.9)	34.4	GM approved 2/15/06	
APN 092-130-071, FEDERER	2	1					(1.2)	0.0	0.0	0.0	(1.2)	33.2	Re-issued ITS by BOD, 2/22/06	
APN 091-283-057, RITCHIE	2						(1.6)	0.0	0.0	0.0	(1.6)	31.7	Re-issued ITS by BOD, 3/08/06	
APN 092-141-028, KRICHEVSKY	3						(1.1)	0.0	0.0	0.0	(1.1)	30.6	Issued by GM on 03/27/06	
APN 092-241-022, WALKER	1						(1.7)	0.0	0.0	0.0	(1.7)	28.9	Issued by GM on 04/26/06	
PROPOSED APN 092-130-044 ROOSEVELT apts, Phased 1/4					11	4	(0.6)	0.0	0.0	0.0	(0.6)	28.4	Issued by GM on 04/27/06	
Totals	9	1	25	4	25	4	(16.2)	(1.2)	(6.5)	(1.4)	(25.3)		Proposed for BOD, 5/10/06	
Percent of annual allotment:							49.8%	24.0%	63.5%	43.6%	49.6%			
Phasing Limit Check (Max 50% of annual allocation or 25.5 AF)														
Phased allocation =							8.3							
Updated:							5/5/06							
Percent Water-Year over:							58.3%							
Abbreviations:														
SFR = single family residence														
SEC = secondary dwelling (a.k.a. Granny Unit)														
DUP = Duplex														
MF = multi-family development (e.g. multiple dwelling units sharing a common roof)														



# NIPOMO COMMUNITY

## BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT  
MICHAEL WINN, VICE PRESIDENT  
JUDITH WIRSING, DIRECTOR  
CLIFFORD TROTTER, DIRECTOR  
ED EBY, DIRECTOR



# SERVICES DISTRICT

## STAFF

MICHAEL LeBRUN, GENERAL MANAGER  
LISA BOGNUDA, ASSISTANT ADMINISTRATOR  
JON SEITZ, GENERAL COUNSEL

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148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932 Website address: NipomoCSD.com

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April 21, 2006

«OWNER\_NAME»  
«MAILING\_ADDRESS»  
«CITY\_STATE\_ZIP»

## TITLE RECORDATION REGARDING CONNECTION TO NIPOMO COMMUNITY SEWER FOR DEVELOPED PROPERTIES WITHIN THE NIPOMO PROHIBITION ZONE

**Assessor's Parcel Number «Assessor\_Parcel\_Number»**

In 1978, the State's Regional Water Quality Control Board (Central Coast Region) adopted Resolution 78-02 that amended the Water Quality Control Plan (commonly referred to as the Basin Plan) that prohibited waste discharge from individual sewage disposal systems (septic systems) within the Nipomo area. Resolution 78-02 is available on the District's website at [http://www.nipomocsd.com/ecm/News\\_and\\_Info/Sewer\\_Prohibition\\_Zone.html](http://www.nipomocsd.com/ecm/News_and_Info/Sewer_Prohibition_Zone.html) and the "Basin Plan" is available for review at <http://www.swrcb.ca.gov/rwqcb3/WMI/Basin%20Plan/CH4.PDF> (see page 64).

Nipomo Community Services District's ("District") records reflect that your property is located in the "Nipomo Area" identified in Resolution 78-02 (map attached) and that a septic system is used to dispose of sewage from your property.

To assist in bringing developed properties into compliance with the Basin Plan Prohibition of the use of septic tanks, the District recently adopted Ordinance 2005-105 amending District Code and providing as follows (complete Ordinance is available for review at District's website):

### **Chapter 4.07**

#### **Mandatory Connection to District Sewer System Within the Prohibition Zone.**

##### **4.07.010 Definitions**

A. "Change of Ownership" means a transfer of a present interest in real property. Every transfer of property shall qualify as a "change of ownership", except transfer of title from one spouse to another, whether the transfer is voluntary, involuntary, by operation of law, by grant, gift, devise, inheritance, trust, contract of sale, addition or deletion of an owner, property settlement, or any other means. "Change of Ownership" affected other than by a contract of sale shall be deemed to occur at the time of actual transfer of title.

April 21, 2006

TITLE RECORDATION REGARDING CONNECTION TO NIPOMO COMMUNITY  
SEWER FOR DEVELOPED PROPERTIES WITHIN THE NIPOMO PROHIBITION ZONE

**Assessor's Parcel Number «Assessor\_Parcel\_Number»**

B. "Basin Plan" means the Water Quality Control Plan adopted by the California Regional Water Quality Control Board Central Coast Region.

C. "Prohibition Zone" means that area within the District described in Appendix A-27 of the Basin Plan where the discharge from individual sewage disposal systems are prohibited.

**4.07.020 Connection on Change of Ownership.**

All parcels within the Prohibition Zone where any part of the parcel is within fifty (50) feet of the District sewer main shall connect to the District sewer main prior to the "Change of Ownership".

**4.07.030 District Plans and Specifications.**

All connections to the District sewer system as required by Section 4.07.020 shall be in accordance with District's standard plans, specifications and engineering standards.

**4.07.040 District Fees and Charges.**

All District fees and charges including connection and capacity charges shall be paid prior to connection.

**4.07.050 Certification.**

The Seller, prior to the "Change of Ownership", shall obtain from the District Utility Department a connection certification, in accordance with the administrative procedures established by the Department verifying that the property has been connected to the District sewer system and all fees and charges have been paid. The Seller shall allow an inspection of the property by District Staff.

**4.07.060 Application for Service.**

A. No change in application, or new application, for District service as required by Section 3.03.020 of the District Code, shall be accepted by District until a Certification has been completed and deposited with the District.

B. The General Manager or his/her designee is authorized to record a notice on all parcels of property within the Prohibition Zone of the requirements of this Section.

Pursuant to §4.07.060 (B) above, on March 24, 2006, "NOTICE OF NIPOMO COMMUNITY SERVICES DISTRICT'S ORDINANCES AND CODES AFFECTING CHANGE OF OWNERSHIP OF REAL PROPERTY WITHIN THE PROHIBITION ZONE" was recorded on your property. A copy of the recorded document is available for viewing on the District's webpage at [http://www.nipomocsd.com/ecm/News\\_and\\_Info/Sewer\\_Prohibition\\_Zone.html](http://www.nipomocsd.com/ecm/News_and_Info/Sewer_Prohibition_Zone.html).



April 21, 2006

**TITLE RECORDATION REGARDING CONNECTION TO NIPOMO COMMUNITY  
SEWER FOR DEVELOPED PROPERTIES WITHIN THE NIPOMO PROHIBITION ZONE**

**Assessor's Parcel Number «Assessor\_Parcel\_Number»**

The following questions and answers are intended to help interested persons understand what the recorded document means and why the District recorded it. Once you've read the following, if you still have questions, please call the District office.

**Q:** Why did this Notice record on my property title?

**A:** *Your property lies within the State mandated Prohibition Area and District records indicate you are not connected to the sewer. {Note – if your property **is** connected to sewer – contact the District}.*

**Q:** How does this affect my developed property?

**A:** *Prior to completing a change in ownership (sale), you will be required to connect to the District's sewer system if the sewer is within 50-feet of your property.*

**Q:** When will this Notice be removed from my property title?

**A:** *Once connection to the sewer is made.*

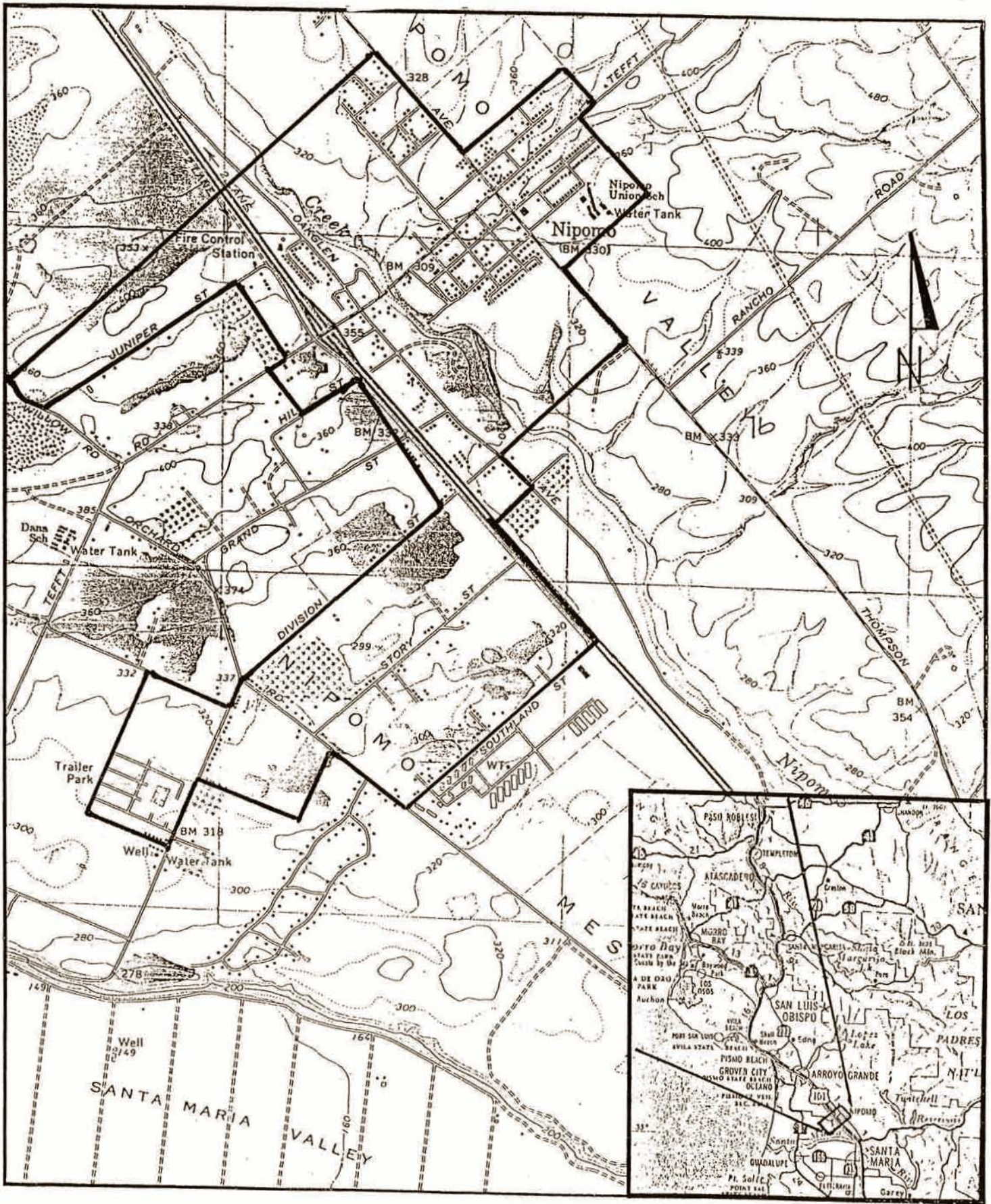
**Q:** What if the District sewer is not within 50-feet of my property?

**A:** *In these cases, the property will be allowed to precede with sale, however, the Notice remains on Title. The District is working with owners/developers of land within the Prohibition Area to extend the sewer collection system.*

Please note that neither the District Ordinance nor the recorded notice provides property owners of developed properties with a defense to Prohibition Zone violations. The District strongly encourages all owners of developed property within the Prohibition Zone to connect to the District's sewer system.

T:\Documents\SERVICES\WASTEWATER\PROHIBITION AREA\2006 RECORDED DOCUMENT\Explanation.doc





NIPOMO DISCHARGE PROHIBITION AREA





# NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET  
POST OFFICE BOX 326  
NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932  
Web site address [www.nipomocsd.com](http://www.nipomocsd.com)

## MEMORANDUM

**TO:** MICHAEL LEBRUN, GENERAL MANAGER *msl*  
**FROM:** BRUCE BUEL, PROJECTS ASSISTANT  
**DATE:** MAY 3, 2006  
**RE:** PROJECTS UPDATE – 4/20/06 to 5/3/06

Following is a narrative describing the status and progress on projects that office and field staff has worked on from 4/20/06 through 5/3/06:

### NCSD Water Intertie Project –

- This project is in environmental review with the Draft EIR expected to be circulated in May 2006.
- The Board, on April 26, 2006, selected the appraisal firm of Tarvin and Associates to prepare rough appraisals of the potential pipeline routing easements and the potential fee title purchases of real property for locating facilities. The Board is scheduled to consolidate the remaining 2003 COP proceeds into Project reserves at its May 10, 2006 Board Meeting.
- Five Design Services Proposals were received on April 21, 2006 and each proposal was forwarded to the full board. Staff compiled an evaluation of each proposal on April 26, 2006. The Ad Hoc Design Services Interview Committee is tentatively scheduled to conduct interviews on May 17, 2006, and the Board is scheduled to select a firm at its May 24, 2006, Board Meeting.
- The Supplemental Water Project Standing Committee met on April 19, 2006 and requested that staff develop additional information prior to the Committee's May 10, 2006 Meeting. Staff noticed the May 10, 2006 Committee Meeting.

- Staff has researched information on Directional Drill technology, the names of firms that perform Directional Drilling, and the locations where Directional Drilling has been used.
- Staff researched permit, land acquisition and funding issues related to the project.
- Staff supplied information on the Project to the I-Bank at the request of I-Bank staff.
- Staff has accomplished all critical path tasks necessary to accomplish the Timeline set forth in Section VI of the attached Strategic Plan Outline. Software to facilitate graphical representation of the critical path network has been received. Staff will incorporate critical path information and provide a graphical presentation in future status reports.

#### **Southland WWTF Upgrade Project –**

- This project is at the concept stage both in responding to the RWQCB's Notice of Violation (NOV) and considering logical upgrades to the WWTF and to the adjacent collection system.
- The Board on April 12, 2006 selected Boyle Engineering to prepare the Feasibility Study on the Upgrade Project. The Agreement between NCSD and Boyle has been fully executed and staff has issued the Notice to Proceed to Boyle.
- Staff and Boyle held a briefing for the RWQCB at the WWTF on April 21, 2006 and staff provided materials to Boyle for their review.
- Staff expects to receive a preliminary draft Technical Memorandum on the Upgrade from Boyle during the week of May 8, 2006 and once edited this Technical Memorandum will be shared with RWQCB Staff.
- The Board is scheduled to review the revised Technical Memorandum at its June 14, 2006 Board Meeting.

#### **Southland Shop Upgrades –**

- This Project is at the concept stage with the expectation that staff will bring options to the Board at a future date for enlarging the shop and reorganizing the site.
- Staff has developed rough design layouts for alternative upgrades to the shop and a punch list of upgrades for the grounds.



### **Standard Specifications –**

- The technical phase of this project is nearly complete and the Board is scheduled to consider the draft set of revised Standards Specifications (SS) at its May 10, 2006, Board Meeting.

### **Hetrick Road Waterline Upgrade –**

- Josh Reynolds of Boyle presented the Project's preliminary design to the Board at its April 26, 2006, Board Meeting and responded to questions about the project.
- Staff has determined that the project is not categorically exempt pursuant to the California Environmental Quality Act and that a more detailed environmental review will be required. Staff mailed out a Request for Statement of Qualifications for CEQA review of small projects to prospective firms and received back Statements from five firms. Staff then mailed out a Request for Quote for the Hetrick Project to each of the five firms. The Board is scheduled to review a draft resolution establishing guidelines for retention environmental firms at its May 10, 2006 Board Meeting and to consider selection of one firm to perform the Hetrick CEQA review at its May 24, 2006 Board Meeting.
- Staff is also drafting Request for Proposals for Engineering Services During Construction (ESDC), Construction Management Services (CM), and Joint ESDC/CM Services.

### **Blacklake Pump Station Upgrade –**

- This project is in the concept design phase with the consultant expected to produce a draft concept design report for upgrades to the pumps and the distribution system by the end of June. Staff expects to present the plans to the Board this summer and bid the project so that it is completed during the winter when water demand is at its lowest.
- Staff has met with the consultant (Boyle) to visualize options for increasing water flows to keep up with peak period demands. Staff has determined that additional services will be required beyond the original Board authorization and staff has requested that Boyle submit a proposal for additional work for Board consideration at the Board's May 10, 2006 Board Meeting.

- Staff is independently preparing to upgrade the intertie between the Town System and the Blacklake System so that the District can take the Blacklake Pump Station off-line when it comes time for the upgrade.

#### **Frontage Road Relocation –**

- The County is the lead agency on this project, which is in its concept phase with no defined timeline for completion.
- Staff has reviewed the Options Report prepared by the County.
- King Ventures and Shapiro have proposed to realign Frontage from Hill Street to Grande Street as part of their respective development proposals. EDA on behalf of the two parties submitted a draft set of plans and profiles to County Public Works last fall. The County and Caltrans have reviewed these initial plans and responded with redlines, but additional discussions are necessary to determine the exact alignment and to deal with reconfiguration of the Southbound off-ramp and drainage.

#### **Telemetry and Control (SCADA)–**

- The Telemetry and Control System is functioning with all water storage reservoirs, ten wells, 12 lift stations, both WWTFs, the Blacklake Blower Building, and the Blacklake Connection connected.
- Staff still needs to integrate additional facilities and start using the data capabilities of the software to gather data.
- Staff did hold a contract closure meeting with the contractor and developed a punch-list of outstanding items. Staff expects to schedule an item on an upcoming Board Meeting Agenda for the Board to consider accepting the system.
- Staff has not yet defined the status of the CIMIS station at the Woodlands.

#### **Geographic Information System (Geo-Viewer)**

- The GIS System is functioning with data attributes available for most layers in most of the District's Service Area.
- Staff is still adding data and attempting to rectify features to the actual geography.



### **Basin Groundwater Monitoring-**

- The contract details remain under discussion with District legal staff and the consultant's contract managers. Staff is underway with the consultant (SAIC) gathering data as authorized by the Board at its December 14, 2005, Board Meeting.
- Staff expects that this program will extend for multiple years and will involve interaction with the other basin stakeholders.
- Staff continues to gather data for integration into the Data Base to be designed by the consultant.

### **Preventative Maintenance and Staffing Review -**

- This project has just started with staff assembling all systems and facilities.
- Staff has reviewed various computer software systems capable of tracking and reporting on maintenance management and has focused on two competing systems that appear to be promising. The "show and tell" of the system that the City of Santa Maria is using (one of the two finalists) originally scheduled on April 17, 2006 has been postponed to sometime in May.

### **Fairways Street Light Painting –**

- The Board on April 12, 2006 awarded this work to Harry Jeffries Custom Painting and authorized staff to execute a contract with Jeffries.
- Staff has advised Jeffries of the award and is preparing the draft Contract. Once the contract is executed staff will arrange for notice to the affected residents and schedule implementation in dry weather.

### **Woodgreen Lift Station Access Upgrade –**

- This project is in the concept phase with significant input from the homeowners group. Staff is preparing a "show and tell" with likely contractors to secure quotes for upgrading this access.
- Staff expects to bring quotes for Board consideration late spring with the work to be performed once the ground dries out.

**Contract Street Sweeping –**

- Staff had previously solicited quotes for periodic street sweeping of paved roadways within the District; however, the only bid received was not responsive. Staff has researched the firms used by adjacent cities and mailed out the RFQ to five qualified firms with a due date of May 11, 2006.
- Staff expects to present the Quotes to the Board at the Board's May 24, 2006 Meeting with the target of commencing street sweeping on July 1, 2006.

**Water Tank Security –**

- This project is currently an unfunded idea; however, staff is proposing to include funds in the FY 06-07 Budget to install video camera systems at the Tank Farm and the Standpipe Tank to address security issues.

**Blacklake Salts –**

- This project involves limiting the discharge from regenerative water softener units within the Blacklake development. Staff expects to develop education material to share with the property owners by this fall.
- Staff understands that the Blacklake Homeowner's Association has promulgated amendments to its Master CCRs prohibiting the installation of new regenerative water softeners and encouraging conversion of existing units to the canister format.
- Staff has discussed the possibility of an incentive program whereby NCS D would offer a monetary reward for conversion of regenerative water softeners to more discharge friendly formats.

**Pomeroy Water Line (Willow to Aden) -**

- This project remains on hold given the likely realignment of Pomeroy by San Luis Obispo County.

**Relocation of NCS D Mains in/through County Drainage Structures -**

- SLO County recently agreed to upgrade six Nipomo Drainage Structures over the next three fiscal years. Staff has discussed the opportunity to coordinate with County Public Works as they plan each upgrade.



- As currently planned, SLO County would work on the Mallagh Culvert and the Burton Culvert in FY 06-07; the Sea & Burton Culvert and the Haystack Culvert in FY 07-08; and the Thompson Avenue and the Tefft & Avocado Culvert in FY 08-09.
- Staff is proposing that the Board provide funding for the Mallagh Culvert and the Burton Culvert in the District's FY06-07 Budget.
- Staff has advised Supervisor Achadjian of NCSD's willingness to cooperate with the County in implementing these upgrades.

#### **SSO Overflows General Waste Discharge Requirements –**

- Staff researched the G-WDRs proposed by the SWRCB; discussed their potential impact on NCSD internally and with SWRCB staff; and presented staff conclusions at the Board's April 26, 2006 Board Meeting.
- The Board is scheduled to report on the actions taken by the SWRCB regarding this proposal at the Board's May 24, 2006 Meeting.

#### **FY06-07 Projects Preparation -**

- The Ad Hoc Budget Committee has proposed that the Board fund a valve exercising program and revisions to the water and sewer master plans in FY06-07. Staff has initiated research on these programs as well as the upgrades to the Gardenia Lift Station and the Hazel Lift Station proposed in the old Sewer Master Plan. Staff is also preparing the bid specifications for renovation of four of the percolation ponds at the Southland Wastewater Treatment Facility.
- Staff is monitoring the efforts of OCSD/Grover Beach/Arroyo Grande to evaluate the feasibility of a Desalination Plant at their Waste Water Treatment Facility. The Tri-Agency Group has retained the Wallace Group to prepare a Feasibility Study evaluating the cost effectiveness of desalting water at their WWTF for development of a future water supply.

*t:\documents\staff folders\bruce\memos\060503projectupdate.doc*

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### **Rough Draft NCSD SUPPLEMENTAL WATER PROJECT Strategic Plan Outline**

**3/8/06**

- I. CEQA Timeline
- II. Design Timeline
- III. Permit Timeline
- IV. Land & ROW Timeline
- V. Funding Timeline
- VI. Critical Path
- VII. 2006 Board/Committee Meetings

*T: /Documents/Projects/Supplemental Water/SWP/Table of Contents 3/8/06*



## I. Rough draft NCSD-SWP CEQA TIMELINE

### 1. PROJECT OBJECTIVES DEFINITION

- A. Initial Board Review 3/8/06
- B. Web & Office Posting 3/8/06 to 4/12/06
- C. Board Determination 4/12/06

### 2. DRAFT EIR

- A. Prepare Printcheck Draft 4/14/06 to 5/4/06 (21 days)
- B. Prepare Circulation Draft 5/4/06 to 5/11/06 (7 days)
- C. Printing 5/11/06 to 5/18/06 (7 days)
- D. NOC/Circulation 5/22/06 to 7/10/06 (49 days)
- E. Board Status Report 5/24/06
- F. Presentation to WRAC 6/7/06

### 3. FINAL EIR

- A. Committee Review #1 7/13/06
- B. Prep Ad Draft Responses 7/10/06 to 8/10/06 (30 days)
- C. Committee Review #2 8/10/06 to 8/24/06 (14 days)
- D. Prepare Printcheck Draft 8/24/06 to 9/7/06 (14 days)
- E. Edit and Print Final 9/7/06 to 9/21/06
- E. Presentation to Board 10/11/06

### 4. CERTIFICATION

- A. Prepare Findings 9/21/06 to 10/5/06
- B. Certification Hearing #1 10/11/06
- C. Certification Hearing #2 10/25/06
- D. Notice of Determination 10/25/06

### 5. PROJECT SELECTION

- A. Committee Review TBD
- B. Board Review TBD

*T: /Documents/Project/Supplemental Water/SWP/ EIR/TIMELINE CEQA – 3/8/06*

## II. Rough Draft NCSD-SWP Design Timeline

### 1. DESIGN TEAM SELECTION

- |    |   |         |                      |
|----|---|---------|----------------------|
| A. | Prepare Draft Design Services RFP         | 3/17/06 |                      |
| B. | Board Review RFP and Concept              | 3/22/06 | (See Footnote No. 1) |
| C. | Circulate Design Services RFP (mail/post) | 3/24/06 | (See Footnote No. 2) |
| D. | Receive Design Services Proposals         | 4/21/06 |                      |
| E. | Committee Review of Proposals             | 4/28/06 |                      |
| F. | Screen to Short List                      | 5/5/06  |                      |
| G. | Short List Interviews                     | 5/17/06 |                      |
| H. | Board Selection/Authorize Negotiation     | 5/24/06 |                      |

### 2. DESIGN SERVICES AGREEMENT

- |    |                            |     |  |
|----|----------------------------|-----|--|
| A. | Negotiate Design Agreement | TBD |  |
| B. | Board Review               | TBD |  |
| C. | Execute Agreement          | TBD |  |

### 3. QUALITY CONTROL (QA/QC) TEAM SELECTION

- |    |                         |         |  |
|----|-------------------------|---------|--|
| A. | Circulate QA/QC RFP     | 5/25/06 |  |
| B. | Receive QA/QC Proposals | 6/15/06 |  |
| C. | Board Review            | 6/28/06 |  |
| D. | Execute Agreement       | TBD     |  |

### 4. DESIGN

- |    |                          |                       |  |
|----|--------------------------|-----------------------|--|
| A. | Issue NTP#1              | TBD                   |  |
| B. | Research & 30% Design    | 120 Days from NTP#1   |  |
| C. | 30% Review & Issue NTP#2 | TBD (See Footnote #3) |  |
| D. | 90% Design Submittal     | 120 Days from NTP#2   |  |
| E. | 90% Review & Issue NTP#3 | TBD                   |  |
| F. | 100% Design Submittal    | 21 Days from NTP#3    |  |
| G. | Printing                 | 7 Days                |  |

### 5. CONSTRUCTION MGMT (CM) TEAM SELECTION – If Necessary

- |    |                      |     |  |
|----|----------------------|-----|--|
| A. | Circulate CM RFP     | TBD |  |
| B. | Receive CM Proposals | TBD |  |
| C. | Board Review         | TBD |  |
| D. | Execute Agreement    | TBD |  |

### 6. ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)

- |    |                       |     |  |
|----|-----------------------|-----|--|
| A. | Negotiate ESDC BUDGET | TBD |  |
| B. | Board Review          | TBD |  |
| C. | Execute Agreement     | TBD |  |



## II. Rough Draft NCSD-SWP Design Timeline (Continued)

### 7. BIDDING

- |    |                                      |     |
|----|--------------------------------------|-----|
| A. | Advertise                            | TBD |
| B. | Open Bids and Resolve Protest        | TBD |
| C. | Award Bids                           | TBD |
| D. | Execute Contracts/Secure Bonds, Etc. | TBD |
| E. | Issue NTP                            | TBD |

NOTE #1: Assumes no Value Engineering Exercise and CM is not done by Design Team

NOTE#2: Potential Design Firms –Cannon; Boyle; Wallace; EDA; RRM; Penfield Smith; SAIC; MNS; Provost & Pritchard; Malcolm Pirnie; Carollo; MWH; Black and Vetch; Kennedy Jenks;

NOTE #3: Assumes 30% Submittal instead of the 75% proposed by Cannon (June 2005)

*T: /Documents/Projects/Supplemental Water/WWP/Engineering/Timeline Design – 3/8/06*

### III. Rough Draft NCSD-SWP Permit Timeline

#### 1. INITIAL CONTACTS & CONFIRMATIONS

A.	Letter to Each Agency	3/30/06	(See Footnote #1)
B.	Calls/Meetings with Each Agency	4/5 to 4/26	
C.	Determine Time Sensitive Research	4/26/06	
D.	Secure Proposals to Perform Research	TBD	(See Footnote #2)
E.	Board Consideration of Proposals	TBD	
F.	Execute Agreements	TBD	
G.	Perform Research & Secure Results	TBD	
H.	Summary of Results	TBD	

#### 2. DEIR COMMENT REVIEW

A.	Review DEIR Comment Submitted	7/10/06	
B.	Calls/Meetings with Each Agency	7/11/06 to 7/25/06	
C.	Summary of Results	7/31/06	

#### 3. PERMIT PROCESSING

A.	Prepare and Submit Application	TBD	(See Footnote #3)
B.	Interact with Agency	TBD	
C.	Negotiate Potential Conditions	TBD	
D.	Committee Review of Policy Issues	TBD	
E.	Board Review of Policy Issues	TBD	
F.	Secure Permits	TBD	

#### 4. PERMIT IMPLEMENTATION

A.	Secure Proposals for New Research	TBD	
B.	Board Consideration of Proposals	TBD	
C.	Execute Agreements	TBD	
D.	Perform Research & Secure Results	TBD	
E.	Integrate Conditions/Research into Design	TBD	
F.	Integrate Conditions into Construction	TBD	

NOTE #1 – Permit Agencies: US ACE (Section 404 & NPDES); Ca DFG (1601); CCRWQCB (401 & NPDES); USFWS (7g/10); Caltrans (Encroachment); City Santa Maria (Encroachment Permit); County Santa Barbara (Encroachment Permit); County of SLO (Encroachment Permit);

NOTE #2 – Mitigation D7 Research must start by 8/15/06 to conclude by 10/31/06

NOTE #3 – As soon as possible after FEIR Certification



## IV. Rough Draft NCSD-SWP Land & ROW Timeline

### 1. INTIAL CONTACTS

- A. Letter to Each Owner 3/17/06
- B. Calls to Each Owner 3/24/06 to 3/31/06
- C. Summary of Results 4/7/06

### 2. ROUGH APPRAISAL

- A. RFQ/RFP to Potential Appraisers 3/17/06 (See Footnote #1)
- B. Receive Proposals 4/7/06
- C. Board Selection re Rough Appraisal 4/26/06
- D. Execute RA Agreement 4/28/06
- E. Secure Rough Appraisal 5/31/06
- F. Board Review (Closed Session) 6/14/06

### 3. DETAILED APPRAISAL

- A. Board Authorization for Detailed 11/15/06
- B. Execute D A Agreement 11/17/06
- C. Secure Detailed Appraisal Jan 2007
- D. Board Review (Closed Session) Jan 2007

### 4. NEGOTIATIONS

- A. Tender Offers Jan 2007
- B. Negotiate w Prop Owners Jan 2007 to TBD
- C. Board Review Feb 2007
- D. Open Escrows Feb 2007 to TBD
- E. Board Review TBD

### 5. FUNDING

- A. Secure Funding Feb 2007
- B. Board Adopt Notice of Acceptance Feb 2007
- C. Close Escrow TBD
- D. Secure Title and File Documents TBD

NOTE #1 – Potential Appraisers: Reeder Gilman; Schenberger et al

## V. Rough Draft NCSD-SWP Funding Timeline

### 1. EVALUATION OF OPTIONS

A.	Project Connection Charge Revenues	2/28/06 to 3/31/06	(Note #1)
B.	Describe Potential Grants/Appropriations	2/28/06 to 3/31/06	(Note #2)
C.	Describe Low Interest Loans	2/28/06 to 3/31/06	(Note #3)
D.	Describe Municipal Bond/COP Options	2/28/06 to 3/31/06	(Note #4)
E.	Describe Purveyor Buy in Options	2/28/06 to 3/31/06	
F.	Describe LLP Turn Key Concept	2/28/06 to 3/31/06	
E.	Summary of Results	4/5/06	

### 2. INITIAL REVIEW OF OPTIONS

A.	Committee Review	>4/5/06
B.	Board Review	4/26/06

### 3. FUNDING DEVELOPMENT

A.	Connection Charge Monitoring	Ongoing
B.	Grant Monitoring & Applications	Ongoing
C.	Process Loan/Bond/COP Paperwork	TBD
D.	Secure Funds	TBD

NOTE #1 - Also track County In-Lieu Fees for O&M Coverage

NOTE #2 – Prop 50 w County; Prop 50 NCSD; Fed WRDA

NOTE #3 – Ca SRF; CIEDB; USDA

NOTE #4 – Assessment Bond; Revenue Bond; COP w CSDA; COP NCSD

*T: /Documents/Projects/Supplemental Water/SWP/Funds/Timeline Funding 3/8/06*



## **VI. Rough Draft NCSD-SWP Critical Path**

<b>ELEMENT</b>	<b>TIMEFRAME</b>
Draft EIR	3/9/06 to 7/10/06
Permit Scoping	3/28/06 to 7/13/06
Time Sensitive Research	3/28/06 to 7/13/06
Land Option Evaluation	3/28/06 to 7/13/06
Funding Option Evaluation	3/28/06 to 7/13/06
Final EIR Processing	7/13/06 to 10/11/06
FEIR Certification	10/11/06 to 10/25/06
Project Selection	10/25/06 to 11/22/06
30% Design	10/25/06 to Feb 07
Permits and Conditions	10/25/06 to Feb 07
Funding Procurement	10/25/06 to Feb 07
Land Acquisition	Feb 07 to June 07
90% Design	Feb 07 to June 07
Bidding	July 07
Contract Award	July 07
Permit Final	July 07 to August 07
NTP	August 07

*T: /Documents/Projects/Supplemental Water/SWP/CPN 3/8/06*

## VII. Rough Draft 2006 NCSD-SWP Board/Committee Meetings


Board Meeting Date	Committee Meeting Date	TOPIC
3/8	3/3	Policy Issues & Timelines Policy Issues & Timeline
3/22		Design Services RFP
4/12	<4/26	Project Objectives
4/26		Funding Options Funding Options; Retain Appraiser
5/10	<5/24	Review Design Proposals
5/24		Select Design Team & DEIR Status Report
6/14		Review Rough Appraisal Results
6/28		Design Team Agreement & QA/QC Team Selection
7/12	7/13	Review of FEIR Comments
7/26		
8/9	<8/24	Review of Responses to FEIR Comments
8/23		
9/13		
9/27		
10/11		FEIR Certification #1
10/25		FEIR Certification #2
11/8		Project Selection #1
11/22		Project Selection #2; Authorize detailed proposals

*T: /Documents/Projects/Supplemental Water/SWP/SWP Mtgs 3/8/06*



## Michael LeBrun

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**From:** Dan Migliazzo  
**Sent:** Thursday, April 27, 2006 11:51 AM  
**To:** Michael LeBrun   
**Cc:** Bruce Buel  
**Subject:** This week in review

Sundale is back on line as of 4/27/06, we finished the tri-annual source test this morning and emissions are way under permitted limits. (APCD required)

Dora from APCD toured the WWP's and we passed inspection with no hitches. This is an annual inspection, just started this year for our permit.

Mann Electric is wiring in the security lighting that we installed. They are also working on replacement of parts at the Tejas lift station.

Talked with Jeremy at PG&E and we are meeting Monday at 1:00pm Southland yard. (FYI if you want to be there) We are trying to iron out these power problems in and around town.

MVE project is at somewhat of a stand still. Tom Stokes called yesterday with something about a change at MVE, (on the message machine) I called but he is out until next week.

Butch will be on vacation 5/1/06 through 5/29/06, as such I will be filling in on inspections and pre-job meeting, I will be rather scarce during his absence.

Scott will be attending a treatment review class for his upcoming test for water treatment certification. (Rosamond CSD put on by CRWA May 16-17)

Replaced the 16" check valve at the Standpipe and I have called APCO for a pick up and return. (Their expense)

5/1/06 starts peak demand period until 10/1/06, we will be relying on our natural gas engines to carry us through the days ahead. (Sundale and Southland blower). The electricians will come on after 6:00 pm and fill over night for the next day. (At least that is our plan with the new telemetry system in place it should make the job easier than past years.)



## NIPOMO COMMUNITY SERVICES DISTRICT

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### MEMORANDUM

TO: MICHAEL LEBRUN, GENERAL MANAGER *MSL*  
FROM: MADONNA DUNBAR, CONSERVATION SPECIALIST  
DATE: MAY 4, 2006  
RE: CONSERVATION PROGRAM ACTIVITIES – April / May 2006

#### PROGRAM ACTIVITIES:

- 1) Completed a comparison of Nipomo's Best Management Practices (BMP's) in relationship to the 14 BMP's for Water Conservation outlined by the California Urban Water Conservation Council.
- 2) The NCSD Water Conservation Program Outline is in draft form, as well as, a review of current ordinances, ready to be submitted to Conservation Committee.
- 3) Issued bi-weekly press releases regarding water quality, water consumption, water awareness month.
- 4) Received entries for the Student Poster Art Contest; coordinating awarded prizes, scanned images for publication use, prepared submissions for display. Issued contest wrap-up press release to media.
- 5) Finalized 3 session gardening workshop series for June, July, and Aug. with presenters in the areas of: residential irrigation basics, low water use landscape design, and low toxicity gardening.
- 6) Updated and prepared for distribution: the 2005 Water Quality Consumer Confidence reports for Town Division and Black Lake Village.
- 7) Production of new outreach literature in water conservation, water quality household hazardous waste, and solid waste for customer distribution. (see attached). Continued expansion of education section of NCSD website.
- 8) Ongoing preparation for booth / events outreach for May - Oct 2006.
- 9) Established SSO committee; tracking State Water Board Sanitary Sewer Overflow regulation legislation, implementation procedures.
- 10) On-going cross training; general front office procedures.



## **PROFESSIONAL DEVELOPMENT / TRAINING:**

4/14/06 – American Red Cross - Basic CRP / First Aid Certification.

4/26/06 – Attended Basic Water Quality Monitoring Course offered by Monterey Bay Marine Sanctuary Education Services.

5/3/06 – AWWA Water Fluoride and Fluoridation in Drinking Water Web cast.

## **KEY MEETINGS:**

Ongoing networking with local agencies, in environmental education, water conservation, water quality, Nipomo civic organizations.

♦4/7/06 – met with Kathy Kubiak, president, Dana Adobe Amigos, to discuss involvement in Nipomo Dana Adobe Heritage Days. I am presently working on the viability of offering a Nipomo 'water history' component at the event. Inability to find much information regarding water use is making this look questionable as to participation in 2006.

♦4/11/06 – General manager, LeBrun and myself, met with David Church, LAFCO Senior Analyst – to introduce the NCS D draft conservation program; present examples of education / outreach. Development of program and initial outreach well received; seen as a solid example of District commitment towards ongoing conservation.

♦ 4/12/06 – SLO County Roundtable in Water Education meeting: Coordinated by CREEC (California Regional Environmental Education Community). Agency updates, discussion of environmental education curriculum development, state standards, direct student contact versus teacher training sessions.

### *Key items:*

- 1) Sponsoring already approved, school classroom presentations is a more viable approach for 07-08 school conservation education outreach, rather than developing new programs which need to pass intensive curriculum standards approval.
  - 2) Possibly develop a NCS D water and wastewater 'field trip' tour, for a local teacher resource.
  - 3) Develop student based, service learning projects.
  - 4) Research sponsorship of students from Nipomo at El Chorro Outdoor School. Nipomo students are currently fundraising (appx. \$100 / student needed) to attend Rancho El Chorro Outdoor School for a 3 day residential, intensive environmental education program.
- ♦ 4/13/06 – Met with Black Lake Gyros club, offered the group an introduction to the NCS D conservation program, and emphasized NCS D services to assist them in conservation efforts.
- ♦ 4/22/06 – Networked extensively at SLO County Earth Day.
- ♦ 5/4/06 – meeting with Bill Worrell, Integrated Waste Management Authority, (IWMA), to discuss the Nipomo HHW Disposal Site, county general recycling, and IWMA educational services.

**California Urban Water Conservation Council**  
**Best Management Practices for Urban Water Conservation**  
**Status of Nipomo Community Services District Conservation Program**  
**May 1, 2006**

	<b>CUWCC Best Management Practice (BMP)</b>	<b>Description</b>	<b>NCSD Status</b>
1.	Water survey programs for single-family residential and multi-family residential customers	Offer water use surveys to single family residential and multi-family residences. Achieve 20% participation in ten years.	In process. A customer survey about water use is being developed for completion by residents at workshops, public market booth and other outreach. Home water audits being considered.
2.	Residential plumbing retrofit	Distribute showerheads, faucet aerators and toilet retrofit devices to residential customers. Achieve 75% retrofit in ten years.	Completed Phase 1: 1998 - 2005 Program to be reopened in 2006/2007 with the distribution of showerheads, faucet aerators and outdoor use water saving devices. .
3.	System water audits, leak detection and repair	Perform leak detection on the water distribution system annually; maintain unaccounted for water at less than 10%.	Completed. Unaccounted for water has been less than 7% over the past five years.
4.	Metering with commodity rates for all new connections and retrofit of existing connections	Meter all connections and bill by volume of use; retrofit all unmetered connections within ten years.	Completed. All connections are metered and a comprehensive meter maintenance program is in place. (Commercial,Industrial,Irrigation) CII customers required to have separate landscape meter.
5.	Large landscape conservation programs and incentives	Provide evapotranspiration based water budgets to 90% of dedicated irrigation meters; offer "water audits" or water budgets to mixed-use meters; provide incentives for irrigation efficiency.	NCSD customer base is primarily residential with a small number of CII accounts. In the past, this BMP was considered ineffective for NCSD. However – reconsideration of that status is in process. Large volume residential customers offered water conservation and leak detection information. CII customers required to have separate landscape meter. "Landscape Water Audits" to be made available on request to all large volume customers after staff training in landscape auditing, August 2006. NCSD customer base is primarily residential use. Black Lake Golf Course irrigated with recycled water.



6.	High efficiency washing machine rebate programs	Support legislation to improve efficiency standards for clothes washers; support incentive programs of energy providers.	In process. NCSD considering a \$100 rebate with PG&E matching \$75 rebate.
7.	Public information programs	Have an active program to inform customers about water conservation.	In process. We are developing community specific public information materials for distribution. Water conservation inserts are provided with bills. NCSD offers annual usage comparison on customer bills. We maintain two conservation information distribution centers; the NCSD office and the Nipomo Library. We are offering an increased amount of conservation information on the NCSD website. We plan to participate with outreach booth at Nipomo community events, participate in Swap Meet and /or Farmers Market in summer; provide speakers to special interest organizations. We will offer 3 free home landscape water conservation workshops Summer 2006. We support the statewide Water Awareness Month campaign each May. We also offer information materials specific to our water system.

8.	School education programs	Distribute appropriate educational materials and provide classroom presentations for K-high school students.	In process. NCSD staff is researching current water quality and water conservation / environmental education programs already offered in Nipomo schools. We plan to supplement these efforts with sponsorship of additional state standard approved curriculum materials, and assembly programs. We plan to offer customer assistance to school operations staff to reduce campus water use. Sponsorship of annual "Water Awareness Student Poster Art Contest".
9.	Conservation programs for all commercial, industrial and institutional	Provide site surveys and incentives for replacement of toilets and other water use fixtures and processes. Achieve 10% participation	NCSD customer base is primarily residential with a small number of CII accounts. CII customers required to have separate landscape meter. In the

	accounts	or 10% savings within ten years.	past, this BMP was considered ineffective for NCSD. Review of that status is in process.
10.	Wholesale agency assistance program	Provide financial assistance and technical support for cost-effective BMP's.	Not applicable.
11.	Conservation pricing	Have in place pricing that recovers the cost of providing water service and sewer service, bill uniformly for each unit of water sold or increases as use increases (inclining blocks).	In process. Our rates are heavily weighted to the commodity portion of the charge. Currently using a 2 tiered system with an additional flat rate service fee for water and sewer. In Fall 2007 NCSD will re-approach passage of 3 or 4 tiered rate system. NCSD sewer charges are based on estimated water use.
12.	Conservation coordinator	Have a designated staff position whose duties include oversight of BMP implementation and conservation program management.	Completed. Since February 2006 NCSD has had one full time management position supporting conservation.
13.	Water waste prohibition	Adopt regulations prohibiting "gutter flooding" for all customers and certain wasteful water use systems in new connections. Provide customers with information about efficient water softeners.	Completed. Water Waste Ordinance (NCSD code 92-65) was adopted in Jan. 1992. Any reported water waste incident receives immediate response with follow-up field support and technical assistance. Updated Information about water softeners distributed to Black LakeVillage customers. March, 2006 - Black Lake Village Master Association (BLVMA) banned self regenerating water softener replacement or repair. BLVMA offering \$200 incentive for removal of water softeners in Spring 2006.
14.	Residential ultra-low flow toilet (ULFT) replacement programs	Implement a ULFT replacement program that is at least as effective as requiring replacement of high-flow toilets at resale of property.	Completed. # 857 toilets in the residential sector have been replaced to date in the contractor retrofit program. Free fixtures were available from 1999-2005, until interested party list was exhausted. ULFT's, ULF showerheads and drip irrigation required for all new development.