

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

D. CONSENT AGENDA (CONTINUED)

- D-4) AUTHORIZE PARTICIPATION WITH SLO APCD RE INSTALLATION OF DEMONSTRATION AREA AT NCSD OFFICE [RECOMMEND APPROVAL]

E. ADMINISTRATIVE ITEMS

- E-1) RECEIVE STATUS REPORT REGARDING REQUEST FROM MARIA VISTA ESTATES TO ACCEPT WATER AND SEWER IMPROVEMENTS, TO ACCEPT EASEMENTS, AND TO SET WATER METERS IN TRACTS 1802 AND 1856 [RECOMMENDATION PENDING]
- E-2) AUTHORIZE EXECUTION OF SUPPLEMENTAL WATER AGREEMENT WITH THE WOODLANDS FOR APPROXIMATELY 417 ACRE FEET PER YEAR FROM THE NCSD/CITY OF SANTA MARIA WATERLINE INTERTIE PROJECT [RECOMMEND APPROVAL]
- E-3) CONSIDER ANNEXATION APPLICATION OF SAL ORTIZ TO ANNEX APN 091-301-061 AT THE NORTH EAST CORNER OF HETRICK ROAD AND CHEROKEE ROAD [RECOMMEND AUTHORIZING NEGOTIATION OF ANNEXATION AGREEMENT WITH CONDITIONS]
- E-4) CONSIDER APPROVING WATER AND SEWER INTENT TO SERVE LETTER FOR 38 UNIT SUBDIVISION AT BLUME AND GRANDE [RECOMMEND APPROVAL]
- E-5) CONSIDER ADOPTION OF INITIAL SAFETY PROGRAM FOR DISTRICT EMPLOYEES [RECOMMEND APPROVAL]
- E-6) SET DATE AND TIME FOR STRATEGIC PLAN WORKSHOP AND CREATE AD HOC STEERING COMMITTEE [RECOMMEND APPROVAL]
- E-7) CONFIRM BOARD MEETING AND OFFICE SCHEDULE – NOVEMBER AND DECEMBER [RECOMMEND APPROVAL]

F. MANAGER'S REPORT

G. COMMITTEE REPORTS

- G-1) September 11, 2006, Parks Committee Meeting Minutes

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.
2. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9 MARIA VISTA VS. NCSD CASE NO. CV 040877
3. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION GC 54956.9 NCSD VS. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT

**Nipomo Community Services District
REGULAR MEETING
AGENDA**

4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; SAN LUIS OBISPO COASTKEEPER VS. NCSD (CASE NO. CV060349)
5. CONFERENCE WITH PROPERTY NEGOTIATORS BRUCE BUEL AND JON SEITZ TO PROVIDE DIRECTION REGARDING TERMS AND CONDITIONS FOR ACQUISITION OF A FEE TITLE OWNERSHIP IN APN 090-141-006 AT THE NORTH EAST CORNER OF WEST TEFFT STREET AND CARRILLO STREET PURSUANT TO GOVERNMENT CODE SECTION 54956.8 (OWNER: COUNTY OF SAN LUIS OBISPO, NEGOTIATOR: CHUCK STEVENSON)

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 OCTOBER 11, 2006.**

TENTATIVELY SCHEDULED ITEMS INCLUDE:

- Hetrick Road Waterline Upgrade Environmental Determination
- Blacklake Pump Station Design

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *B*
DATE: SEPT. 22, 2006

AGENDA ITEM
C-3
SEPT. 27, 2006

EMERGENCY RESPONSE PLAN PRESENTATION

ITEM

Receive staff presentation regarding NCSD's Emergency Response Plan (Receive Presentations).

BACKGROUND

Attached is the Emergency Response Plan compiled by staff to guide District activity in the event of an emergency.

RECOMMENDATION

It is recommended that your Honorable Board receive the presentation and ask questions of staff.

ATTACHMENTS

EMERGENCY RESPONSE PLAN

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\Emergency Response Plan.DOC

CA ERP Guidance

Emergency supply of water = (amount of storage + backup/emergency supply) – (system demand)


Depending on the emergency event, it may be possible for customers to conserve water if the message is sent out quickly and effectively. The formula above may be used several times based on different backup sources, emergency power sources or system demands (average day demand vs. maximum day demand).

Table 3.1 - Water System Information

System Identification Number	40-10026	
System name and address	Nipomo Community Services District 148 S. Wilson Street Nipomo, CA 93444	
Directions to System Office	Located at the corner of South Wilson and Dana Streets.	
Number of Service Connections/Population Served¹	4,500 service connections	12,000 population ¹
Type of Source	11 Groundwater Wells	
Interconnections and Purchased Water Agreements	1 Interconnection (See Section 3.4.2)	
Type of Treatment Provided	Disinfection treatment is provided using Sodium Hypochlorite provided at all wells	
Number of Storage Tanks	5 Treated Water Tanks	
Average Water Demand	1,000 gallons per minute (gpm)	
Maximum and Peak Water Demand	2,500 gpm maximum	4,000 gpm peak
Emergency Contact Person(s)	Bruce Buel General Manager	(805) 929-1133 Office (805) 234-5909 Cell (805) 534-1596 Home Phone
	Dan Migliazzo Utility Supervisor	(802) 929-1133 Office (805) 431-1313 Cell (805) 434-0578 Home Phone

Table 6.1-“NCSD” Water System Chain of Command (Internal Notification)

Name and title	Responsibilities during an emergency	Contact numbers
Bruce Buel Water System Manager WUERM	<ul style="list-style-type: none"> Overall management and decision making for the water system. WUERM is lead for managing the emergency and contacting the regulatory agencies. WUERM contacts the public and news media All communications to external parties are approved by the WUERM 	(805) 929-1133 Office (805) 234-5909 Cell (805) 534-1596 Home
Dan Migliazzo Water System Operator	<ul style="list-style-type: none"> In charge of operating the water system. Performs inspections, maintenance, sampling of the system and relaying critical information to the WUERM. Assess facilities, and provides recommendations to the WUERM. 	(805) 929-1133 Office (805) 431-1313 Cell (805) 434-0578 Home
Dan Migliazzo Water Treatment Plant Operator	<ul style="list-style-type: none"> In charge of running water treatment plant Performs inspections, maintenance, sampling of the WTP and relaying critical information to the WUERM. Assess WTP facilities and treatment provided and provides recommendations to the WUERM.. 	(805) 929-1133 Office (805) 431-1313 Cell (805) 434-0578 Home
Rick Motley Water Quality Controller	<ul style="list-style-type: none"> In charge of collecting samples, having samples analyzed by certified labs, receiving the results. Determines the quality of the water being served meets all drinking water and public health requirements. 	(805) 929-1133 Office (805) 431-1309 Cell (805) 434-0578 Home
Lisa Bognuda Office Administrator	<ul style="list-style-type: none"> Responsible for administrative functions in the office. Receives customer phone calls and maintains a log of complaints and calls. In an emergency , could provide a standard carefully pre-scripted message for customers who call with general questions. 	(805) 929-1133 Office (805) Cell (805) Home
Field Staff	<ul style="list-style-type: none"> Delivers water quality notices or door hangers Provides backup to water system operator. Conducts site inspections of all facilities. 	(805) 929-1133 Office (805) 431-1335 Cell (805) Home
Bruce Buel Public Information Officer (PIO)	<ul style="list-style-type: none"> Coordinate with all the other agencies PIOs. Report and work with the joint information center (JIC) if more than one agency is involved. 	(805) 929-1133 Office (805) 234-5909 Cell (805) 534-1596 Home

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: SEPTEMBER 22, 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.**

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]
Approve minutes of September 13, 2006 Special Meeting
- D-3) CONFIRM CHANGE IN NCSD WEBSITE DOMAIN NAME [RECOMMEND APPROVAL]
- D-4) AUTHORIZE PARTICIPATION WITH SLO APCD RE INSTALLATION OF
DEMONSTRATION AREA AT NCSD OFFICE [RECOMMEND APPROVAL]

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**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS SEPTEMBER 22, 2006**

**AGENDA ITEM
D-1
SEPTEMBER 27, 2006**

HAND WRITTEN CHECKS

18907	09-11-06	J WIRSING	50.00
18908	09-11-06	C TROTTER	50.00
18909	09-14-06	L VIERHEILIG	50.00
18910	09-14-06	M WINN	50.00
18911	09-19-06	L VIERHEILIG	50.00
18912	09-19-06	E EBY	50.00
18913	09-20-06	E EBY	50.00
18914	09-20-06	C TROTTER	50.00

**TOTAL COMPUTER
CHECKS
\$ 109,062.13**

VOIDED CHECKS

NONE

COMPUTER GENERATED CHECKS

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
12599	09/22/06	EMP01	EMPLOYMENT DEVELOP DEPT	601.58 -30.00	.00 .00	601.58 -30.00	A60918 A60918A	STATE INCOME TAX STATE INC TAX O/P 7/14/06
			Check Total.....:	571.58	.00	571.58		
12600	09/22/06	MID01	MIDSTATE BANK-PR TAX DEP	2402.11 89.28 614.62 -125.00	.00 .00 .00 .00	2402.11 89.28 614.62 -125.00	A60918 1A60918 2A60918 A60918A	FEDERAL INCOME TAX FICA MEDICARE (FICA) FED INC TAX O/P 7/14/06
			Check Total.....:	2981.01	.00	2981.01		
12601	09/22/06	MID02	MIDSTATE BANK - DIRECT DP	17721.62	.00	17721.62	A60918	NET PAY
12602	09/22/06	PER01	PERS RETIREMENT	5708.60	.00	5708.60	A60918	PERS PAYROLL REMITTANCE
12603	09/22/06	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A60918	WAGE ASSIGNMENT
12604	09/22/06	STA01	STATE STREET GLOBAL	1005.00	.00	1005.00	A60918	457 DEFERRED COMP
012605	09/27/06	AME02	AMERICAN INDUSTRIAL SUPPL	65.15 382.69	.00 .00	65.15 382.69	163636 163705	SUPPLIES SUPPLIES
			Check Total.....:	447.84	.00	447.84		
012606	09/27/06	AME03	AMERI PRIDE	124.57 55.55	.00 .00	124.57 55.55	F776462 F782339	UNIFORMS ETC UNIFORMS ETC
			Check Total.....:	180.12	.00	180.12		
012607	09/27/06	ATA01	ATASCADERO MUTUAL WATER	91.38	.00	91.38	091806	HOW TO WATER YOUR GARDEN
012608	09/27/06	BOG01	BOGNUDA, LISA	28.89	.00	28.89	091206	REIMBURSEMENT OF SUPPLIES
012609	09/27/06	BOY01	BOYLE ENGINEERING CORP	25318.88 2718.90 2978.10 72.90 865.08 67.50 415.80 565.65 1217.70	.00 .00 .00 .00 .00 .00 .00 .00 .00	25318.88 2718.90 2978.10 72.90 865.08 67.50 415.80 565.65 1217.70	36029 36041 36042 36043 36044 36045 36046 36049 036048	WATERLINE INTERTIE PROJEC BL BOOSTER STN UPGRADE SOUTHLAND WWTP MASTER PLA WILLOW RD REALIGNMENT PCI TR 2558 PCI TR 2689 COUNTY DRAINAGE RELOCATIO PCI TR 2643 PCI TRACT 2658
			Check Total.....:	34220.51	.00	34220.51		
012610	09/27/06	BRE02	BRENTAG PACIFIC INC.	523.18 411.16	.00 .00	523.18 411.16	593467 593468	CHLORINE CHLORINE
			Check Total.....:	934.34	.00	934.34		
012611	09/27/06	BUE01	BUEL, BRUCE	300.00	.00	300.00	092706	AUTO ALLOWANCE-SEPTEMBER
012612	09/27/06	COM01	COMPUTER NETWORK SERVICES	322.50	.00	322.50	068	COMPUTER SUPPORT
012613	09/27/06	COR01	CORBIN WILLITS SYSTEMS	710.80	.00	710.80	A609151	COMPUTER SUPPORT

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS SEPTEMBER 22, 2006**

**AGENDA ITEM
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information	
							Invoice #	Description
012614	09/27/06	CRE01	CREEK ENVIRONMENTAL LABS	24.00	.00	24.00	N3638	BL WWTP LAB
				24.00	.00	24.00	N4735	BL WWTP LAB
				24.00	.00	24.00	N5097	BL WWTP LAB
				24.00	.00	24.00	N5140	BL WWTP LAB
				24.00	.00	24.00	N5157	BL WWTP LAB
				24.00	.00	24.00	N5233	BL WWTP LAB
				80.00	.00	80.00	N5234	WATER SAMPLES
			Check Total.....:	224.00	.00	224.00		
012615	09/27/06	DEA01	DEANGELO BROTHERS	4200.00	.00	4200.00	1006932	HERBICIDE AT PONDS
012616	09/27/06	DUN01	DUNBAR, MADONNA	51.06	.00	51.06	092106A	REIMBURSEMENT
				274.65	.00	274.65	092106B	REIMBURSEMENT CREEK CLEAN
				88.40	.00	88.40	092106C	REIMBURSEMENT FOR BOOTH E
			Check Total.....:	414.11	.00	414.11		
012617	09/27/06	EBY01	EBY, ED	100.00	.00	100.00	092706	REG BD MEETING 092706
012618	09/27/06	FGL01	FGL ENVIRONMENTAL	203.00	.00	203.00	607964A	BL WATER LAB
				160.00	.00	160.00	608507A	TOWN WWTP LAB
				620.00	.00	620.00	608547A	COPPER & LEAD MONITORING
				176.00	.00	176.00	608726A	TOWN WWTP LAB
				137.00	.00	137.00	608727A	BL WWTP LAB
012618	09/27/06	FGL01	FGL ENVIRONMENTAL	137.00	.00	137.00	608978A	BL WWTP LAB
				187.00	.00	187.00	608980A	TOWN WWTP LAB
			Check Total.....:	1620.00	.00	1620.00		
012619	09/27/06	FOR01	FORMS 2020	1381.43	.00	1381.43	2780	WINDOW ENVELOPES
012620	09/27/06	GRO01	GROENIGER & CO	124.22	.00	124.22	601946SM	SUPPLIES
				403.47	.00	403.47	602956SM	SUPPLIES
				106.18	.00	106.18	602957SM	SUPPLIES
				1219.26	.00	1219.26	604700SM	SUPPLIES
				648.57	.00	648.57	604701SM	SUPPLIES
				211.22	.00	211.22	606141SM	SUPPLIES
				-77.41	.00	-77.41	CM323426C	CREDIT FOR RETURNS INV#60
			Check Total.....:	2635.51	.00	2635.51		
012621	09/27/06	IND01	INDUSTRIAL MEDICAL GROUP	135.00	.00	135.00	081006	PRE EMP DRUG SCREEN BRERE
012622	09/27/06	JUS01	JUSTIFACTS CREDENTIAL	63.00	.00	63.00	121764	PRE EMP BACKGROUND CHECK
012623	09/27/06	MID05	MID STATE BANK PETTY CASH	5.78	.00	5.78	092206A	SUPPLIES FOR VEHICLE
				84.00	.00	84.00	092206B	POSTAGE
				31.73	.00	31.73	092206C	SUPPLIES FOR WATER WORKSH
				63.82	.00	63.82	092206D	OFFICE SUPPLIES
			Check Total.....:	185.33	.00	185.33		
012624	09/27/06	NIP08	NIPOMO CSD	339.40	.00	339.40	090906	TRACT 2409 LMD
012625	09/27/06	NIP09	NIPOMO MARKET PLACE	1086.44	.00	1086.44	320994	GASOLINE
012626	09/27/06	POO01	POOR RICHARD'S PRESS	710.53	.00	710.53	113892	WATER CONSERVATION NEWSLE
012627	09/27/06	POS02	FRANCOTYP-POSTALIA, INC.	8.31	.00	8.31	55141	POSTAGE RESET
012628	09/27/06	PWM01	PW MANN ELECTRIC INC	6789.24	.00	6789.24	6062	TOWN WWTP LIGHTING
				242.55	.00	242.55	6063	TOWN WWTP LIGHTING
			Check Total.....:	7031.79	.00	7031.79		
012629	09/27/06	QUI03	QUINN RENTAL SERVICES	23.01	.00	23.01	5642	SUPPLIES
				145.43	.00	145.43	2074842	SUPPLIES
				108.86	.00	108.86	2075339	SUPPLIES
				52.45	.00	52.45	2075445	SUPPLIES
				86.26	.00	86.26	2075510	SUPPLIES
			Check Total.....:	416.01	.00	416.01		
012630	09/27/06	REL01	RELIABLE	62.64	.00	62.64	SZ705400	SUPPLIES
				28.66	.00	28.66	SZ705401	SUPPLIES
			Check Total.....:	91.30	.00	91.30		
012631	09/27/06	SAN01	SANTA MARIA TIRE INC	400.83	.00	400.83	438559	TRUCK MAINT 1050564
				632.18	.00	632.18	438592	TRUCK MAINT 1148856
				39.77	.00	39.77	438600	TRUCK MAINT 1177378
				36.88	.00	36.88	438610	TRUCK MAINT 1177377
				36.88	.00	36.88	438631	TRUCK MAINT 1124155
			Check Total.....:	1146.54	.00	1146.54		
012632	09/27/06	SAN09	SAN LUIS MAILING SERVICE	29.75	.00	29.75	30773	SECOND NOTICE

**NIPOMO COMMUNITY SERVICES DISTRICT
WARRANTS SEPTEMBER 22, 2006**

**AGENDA ITEM
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
012632	09/27/06	SAN09	SAN LUIS MAILING SERVICE	160.05	.00	160.05	30788	MAILING BILLS
				117.00	.00	117.00	30773B	2ND NOTICE POSTAGE
				897.45	.00	897.45	30788B	POSTAGE-BILLS
			Check Total.....:	1204.25	.00	1204.25		
012633	09/27/06	SLO01	SAN LUIS OBISPO COUNTY	210.00	.00	210.00	USE PERMT	USE PERMIT FOR CREEK CLEA
012634	09/27/06	SLO02	DIV OF ENVIRON HEALTH	130.00	.00	130.00	45910	CROSS CONNECTION JULY
012635	09/27/06	STA03	STATEWIDE SAFETY & SIGNS	48.94	.00	48.94	50304	SUPPLIES
				83.04	.00	83.04	50595	SUPPLIES
			Check Total.....:	131.98	.00	131.98		
012636	09/27/06	STA10	STATE DEPT OF HEALTH SERV	110.00	.00	110.00	080106	SIMMONS - RENEWAL FEE
012637	09/27/06	STA11	STATE WATER BOARD ACTG	872.00	.00	872.00	3SS010298	TOWN CS WATER QUALITY 200
				872.00	.00	872.00	3SS010297	BL CS WATER QUALITY 2006-
			Check Total.....:	1744.00	.00	1744.00		
012638	09/27/06	TGP01	TGP WEST, INC.	3671.29	.00	3671.29	3295	GTA14 MAINT WO 98-06
				177.55	.00	177.55	3316	GTA14 MAINT WO 98-06
			Check Total.....:	3848.84	.00	3848.84		
012639	09/27/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	092706	REG BD MEETING 092706
012640	09/27/06	VAL01	VALLEY SEPTIC SERVICE	2023.50	.00	2023.50	3459	SEWER JETTING
012641	09/27/06	VIC01	VICTOR BACKHOE, INC.	12096.67	.00	12096.67	1988	BL INTERCONNECTION WO 9
012642	09/27/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	092706	REG BD MEETING 092706
012643	09/27/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	092706	REG BD MEETING 092706
012644	09/27/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	092706	REG BD MEETING 092706

NIPOMO COMMUNITY SERVICES DISTRICT*Celebrating 41 - Years of Service 1965 - 2006***MINUTES****SEPTEMBER 13, 2006 8:30 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

BRUCE BUEL, **GENERAL MANAGER**
 LISA BOGNUDA, **ASSIST. ADMINISTRATOR**
 DONNA JOHNSON, **BOARD SECRETARY**
 JON SEITZ, **GENERAL COUNSEL**
 DAN MIGLIAZZO, **UTILITY SUPERVISOR**

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 8:35 a.m. and led the flag salute.

00:00:26 B. ROLL CALL AND RECOGNITION OF EDWARD KREINS
 At Roll Call, the following Board members were present.
 Directors Eby, Trotter, Winn and Vierheilig.
 President Vierheilig read and presented a Resolution of Appreciation to Edward Kreins.

00:01:20 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT THANKING EDWARD KREINS FOR HIS SERVICE TO THE NIPOMO COMMUNITY SERVICES DISTRICT AND TO THE COMMUNITY OF NIPOMO**

Mr. Kreins thanked the Board that it had been a pleasure to work for the District and Mr. Kreins further noted that the excellent staff made the job easier.
 At 8:42 a.m., the Board adjourned until 9:00 a.m.
 Director Wirsing arrived during the break.

00:07:24 C. PUBLIC COMMENT PERIOD (NOTE: ITEM TO COMMENCE AT 9:00 AM)
 PUBLIC COMMENT

The Board reconvened at 9:00 a.m.

C-1) **COMMANDER BASTI OF SOUTH COUNTY SHERIFF'S STATION**

Commander Basti presented information on the Sheriff activities on the Nipomo Mesa.

He stated that a walkway for the students is being considered. He spoke with Dale Ramey about easements. The walkway must be safe for the students.

Tues. Sept 12, 2006 – Several taggings at Longs and Von's Shopping Centers by a group of girls called Ruckus that was formed in 1987 in Europe and is not gang-related. The tagging uses stencils with a painted monkey, as opposed to free art.

There was a rape on Cherokee Place during the month. Two people are in custody.

There is a fire behind Lopez Lake, out by Big Falls.

There has been a slight decrease in car break-ins since arrests were made in Santa Maria. Be sure to lock cars and keep personal items out of sight.

The Board thanked Commander Basti for the report.

C-2) **BATTALION CHIEF DAN ANDERSON OF CALIFORNIA DEPARTMENT OF FORESTRY**

Al Taylor from CDF 20 presented information of CDF activities on the Nipomo Mesa in the absence of Chief Anderson who was attending the Castaic Fire near Highway 5. There are a lot of crews out of county tending other fires. There is a fire in the Big Falls area.

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

C-2 CALIFORNIA DEPARTMENT OF FORESTRY (continued)

A new fire engine is coming for Nipomo. 8-10 pieces of equipment are out of county now. The crews have been working 10-20 days straight in 24 hours shifts.

During the month of August, there were 817 calls to Station 20 (21 structure fires, 19 vehicle fires, 38 vegetation fires, 441 medical calls, smoke, false alarms etc.) and Station 22 had 359 calls (56 structure fires, 174 medical calls, 47 traffic calls and 69 others).

The Board thanked Mr. Taylor for the report.

00:13:27

C-3) MIKE NUNLEY OF BOYLE ENGINEERING

Mike Nunley of Boyle Engineering reviewed the report in the Board packet updating the progress of the Waterline Intertie Project Pre-Design Study. Bruce Buel, General Manager, discussed the process that the City of Santa Maria is preparing their system model. Mr. Nunley also described some progress on the Southland Wastewater Treatment Facility Upgrade project.

00:31:20

D. CONSENT AGENDA

D-1) WARRANTS

D-2) BOARD MEETING MINUTES

Approve minutes of August 16, 2006 Special Meeting

Approve minutes of August 23, 2006, Regular and Special meetings

Correction in Item B of the Special Meeting.

D-3) ADOPT RESOLUTION HONORING EDWARD KREINS

RESOLUTION 2006-992

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

NIPOMO COMMUNITY SERVICES DISTRICT

THANKING EDWARD KREINS

FOR HIS SERVICE TO THE NIPOMO COMMUNITY SERVICES DISTRICT

AND TO THE COMMUNITY OF NIPOMO

D-4) DESIGNATE REPORTING PARTIES FOR STATE SANITARY SEWER OVERFLOW PROGRAM

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE

NIPOMO COMMUNITY SERVICES DISTRICT

AUTHORIZING MADONNA DUNBAR, NCSO CONSERVATION/COMPLIANCE SPECIALIST,

AS A LEGALLY RECOGNIZED REPRESENTATIVE FOR REPORTING PURPOSES

D-5) AUTHORIZE RECRUITMENT AND HIRE REPLACEMENT UTILITY FOREMAN

D-6) RE-APPROVE INTENT TO SERVE LETTER FOR 38 UNIT APARTMENT COMPLEX AT BLUME AND GRANDE (TRACT 2441)

Bruce Buel, General Manager, reviewed the items on the Consent Agenda.

Director Eby requested to pull Item D-6 for separate consideration.

There was no public comment. Upon motion of Director Eby and seconded by Director Trotter, the Board unanimously approved Items D-1 through D-5 of the Consent Agenda, as amended in the Minutes. Vote 5-0

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

D. CONSENT AGENDA (continued)

The Board discussed Item D-6. Director Eby recommended not approving the Intent-to-Serve letter. Upon motion of Director Wirsing and seconded by Director Eby, the Board unanimously agreed to delay this item and put it on the next agenda as a new application. There was no public comment. Vote 5-0

Director Wirsing stated that commercial water use was not included in the allocations assigned two years ago and a lot of things have changed and projects approved.

Director Eby suggested for staff to review commercial usage.

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

01:04:00

E. ADMINISTRATIVE ITEMS

E-1) RECEIVE STATUS REPORT ON REQUEST FROM MARIA VISTA ESTATES TO ACCEPT WATER AND SEWER IMPROVEMENTS, TO ACCEPT EASEMENTS, AND TO SET WATER METERS IN TRACTS 1802 AND 1856

Bruce Buel, General Manager, reviewed the status report for the Maria Vista Estates development.

Ed Jones, Project Manager for Maria Vista Estates – reviewed the construction progress of the project. He explained the delays in inspections, etc.

President Vierheilig thanked Mr. Jones for his presentation.

President Vierheilig recommended that if one system becomes ready, a special meeting could be called to accept it.

Bruce Buel, General Manager, stated that staff's non-response to Mr. Jones' presentation does not acquiesce to Mr. Jones' presentation.

Director Eby asked if it would be beneficial to the project to have a special meeting if one of the four systems became complete. *Staff recommended that meters not be set until all four systems are complete.*

Director Trotter asked why the manager and the engineer can't sign off when the systems are complete.

Director Winn stated that the Board is required by law to accept dedication of assets into the District. That cannot be done ministerially, although there are other steps that can be taken to work toward that goal.

The Board took a break at 10:19 a.m. and reconvened at 10:35 a.m.

01:27:20

E-2) RECEIVE PRESENTATIONS FROM BOYLE ENGINEERS RE PRELIMINARY FINDINGS ON MAIN AND STORAGE SIZING AND WATER QUALITY IMPLICATIONS OF NCSD-SANTA MARIA WATERLINE INTERTIE PROJECT

Mike Nunley of Boyle Engineering introduced Betsy Lichti who reviewed the Disinfection Alternative Evaluation. (Copies of the slides are available for viewing in the District office.) The Board asked questions and discussed the presentation. Ms. Lichti explained chlorine and chloramine disinfection processes and answered the Board's questions.

02:53:40 I. CLOSED SESSION ANNOUNCEMENTS

At 11:59 a.m. Mike Seitz, District Legal Counsel, announced the Closed Session items.

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 RE: PENDING LITIGATION GC 54956.9 NCSA VS. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT
4. CONFERENCE WITH LEGAL COUNSEL RE: PENDING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9; SAN LUIS OBISPO COASTKEEPER VS. NCSA (CASE NO. CV060349)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

There was no public comment.

K. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session at 12:01 p.m.

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

Mike Seitz, District Legal Counsel, announced that the Board heard an update on the Closed Session items. There was no reportable action.

02:55:30 E. ADMINISTRATIVE ITEMS (continued from before the break)

- E-2) RECEIVE PRESENTATIONS FROM BOYLE ENGINEERS RE PRELIMINARY FINDINGS ON MAIN AND STORAGE SIZING AND WATER QUALITY IMPLICATIONS OF NCSA-SANTA MARIA WATERLINE INTERTIE PROJECT (continued)

Mike Nunley from Boyle Engineering reviewed the Status Report for the Pipeline/Tank Alternatives Evaluation. (Copies of the slides are available for viewing in the District office.) The Board asked questions and discussed the alternatives. Mr. Nunley answered the questions. Staff noted that the Design Committee will meet September 20.

Director Trotter left the meeting at 1:50 p.m.

- 03:46:00 E-3) CONSIDER AMENDING AGREEMENT WITH DOUGLAS WOOD AND ASSOCIATES TO AUTHORIZE ADDITIONAL RESEARCH ON NCSA-SANTA MARIA WATERLINE INTERTIE PROJECT DRAFT EIR AND DISCUSS PROCESS FOR COMPLETION OF FINAL EIR

Bruce Buel, General Manager, reviewed the report presented in the Board packet. Board discussion ensued. Upon motion of Director Winn and seconded by Director Eby, the Board unanimously agreed to approve the contract amendment with Douglas Wood and Associates, authorize the President to execute the amendment, and direct staff to finalize and file the amendment to the agreement.

**Nipomo Community Services District
REGULAR MEETING
MINUTES**

- E-3) DOUGLAS WOOD AND ASSOCIATES AGREEMENT (continued)
There was no public comment. Vote 4-0

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

04:18:41

- E-4) AUTHORIZE EXECUTION OF AGREEMENT WITH CANNON AND ASSOCIATES TO PREPARE DISTRICT WATER/SEWER MASTER PLAN UPDATE AND AMEND BUDGET TO TRANSFER FUNDS FROM RESERVES

Bruce Buel, General Manager, reviewed the report presented in the Board packet. The Board discussed the proposed agreement with Cannon and Associates to prepare a District Water/Sewer Master Plan. Mike Seitz, District Legal Counsel, stated that all the tasks will be completed with the price designated as the not-to-exceed expenditure limit.

The following member of the public spoke:

Bill Nelson, NCS D customer – stated that he agreed with the contract. This work has been sorely needed.

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously agreed to authorize the President to execute an agreement with Cannon and Associates to perform the scope of work defined in the committee's proposal on a time-and-materials basis with a not-to-exceed expenditure limit of \$258,904 and approve a transfer of \$100,000 from reserves to cover the unbudgeted additional cost of the project. Vote 4-0

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

04:30:13

- E-5) AMEND PERSONNEL POLICY TO CREATE POSITION OF DISTRICT ENGINEER, DELETE CONTRACT PROJECTS ADMINISTRATOR POSITION, AND AUTHORIZE RECRUITMENT AND HIRE OF DISTRICT ENGINEER

Bruce Buel, General Manager, reviewed the report presented in the Board packet. The Board discussed the District Engineer position. There was no public comment. Upon motion of Director Winn and seconded by Director Eby, the Board adopted Resolution 2006-993, as amended, amending the District Personnel Policy, deleted the contract position of Projects Administrator, and authorized the General Manager to recruit and hire a District Engineer. Vote 4-0

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

04:41:00

F. MANAGER'S REPORT

Bruce Buel, General Manager, reviewed the Manager's Report as presented in the Board packet. There was no public comment.

04:43:37

G. COMMITTEE REPORTS

- G-1) August 30, 2006, Design and Construction Committee Meeting Minutes
The Board received the Minutes as drafted.

G. COMMITTEE REPORTS (continued)

Directors Wirsing and Trotter met concerning park powers. Director Wirsing stated that they would like to request an updated survey of the NCS D ratepayers. They reviewed Mr. Nester's plan for the Kaminaka project, which was not a final map. Directors Vierheilig and Winn have been talking to Olde Towne representatives on the acreage for a pocket park.

04:46:34

H. DIRECTOR'S COMMENTS

Director Wirsing –

There is a big concern about the oil spill in Olde Towne. She hopes to be attending a meeting with this concern.

Director Winn –

WRAC Sept. 6 – water allocation for agriculture. The minutes are available on line.
 WRAC Sept. 21 Workshop at SLO Library. James Caruso will be updating the Conservation Element. It has been 20 since it was addressed and may take up to a year.

Candidates' Forum – NCS D building

Sat. October 14 – October Festival – an opportunity to get together He urges NCS D to have a booth to answer questions about water and sewer.

Parks – He, President Vierheilig, and Peg Miller met with Supervisor Achadjian.

Tefft Street Lift Station – It was voted against to have a chain link fence. He would like to agendize the matter.

Director Eby –

LAFCo- Sept. 21 – meeting to discuss the dissolution of Los Osos CSD.

Woodlands Project irrigation has created a large area of standing water at the end of Camino Caballo. The water is running 24 hours a day.

President Vierheilig –

Sept 26 – meeting with Carollo from Conoco Phillips

Sept 19 - Finance Committee meeting to discuss the Draft Audit Report for FY 06-06.

Proposition 218 – would like more information

Sept. 14 – Conservation Committee meeting

05:01:10

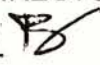
ADJOURN

President Vierheilig adjourned the meeting at 3:07 p.m.

➤ **THE NEXT REGULAR BOARD MEETING IS SEPTEMBER 27, 2006.**

TENTATIVELY SCHEDULED ITEMS INCLUDE:

- Consider Agreement with SLO APCD re: Demonstration Garden
- Consider Water Conservation Program/Policy

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: SEPTEMBER 22, 2006



CONFIRM CHANGE IN NCSD WEBSITE DOMAIN NAME

ITEM

Confirm change in NCSD website domain name

BACKGROUND

The NCSD web site made its debut in early 2005 with the domain name www.nipomocsd.com. Since NCSD is a governmental agency, it was requested that Staff look into obtaining a new domain name that would designate NCSD as such. At no charge, the State of California has issued NCSD the new domain name www.ncsd.ca.gov.

It is recommended that NCSD maintain www.nipomocsd.com and use it as an alias. This means that a user may type in either domain name and will be directed to the District's website. The District will phase out the use of www.nipomocsd.com by changing letterhead, business cards, etc.

This requires that our web hosting company, New Image Technology, make some modifications. This should be completed within the next few weeks.

RECOMMENDATION

Confirm change in NCSD website domain name to www.ncsd.ca.gov and maintain www.nipomocsd.com as an alias.

ATTACHMENT

None

l:\board matters\board meetings 2006\board letters 2006\web site url.doc

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL
MADONNA DUNBAR
DATE: September 18, 2006

AGENDA ITEM
D-4
SEPTEMBER 27,
2006

AUTHORIZE PARTICIPATION WITH SLO APCD - RE: INSTALLATION OF DEMONSTRATION AREA AT NCSD OFFICE

ITEM

NCSD office proposed as host location for an Air Pollution Control District sponsored Rainwater Harvesting Demonstration Site.

BACKGROUND

Urban Soil Solutions (USS) is under contract by the Air Pollution Control District (APCD) to provide education and outreach alternatives to green waste burning for South County residents.

The Board of Directors is asked to review a partnership proposal for the NCSD Office to serve as the host site for a Rainwater Harvesting demonstration area. The demonstration area will illustrate Best Management Principles (BMPs) regarding the use of composting and mulch in landscaping for the purposes of erosion control, storm water runoff and flooding reduction and control of non-source point pollution.

This demonstration area will serve as an additional education component of the NCSD Demonstration Garden, with APCD providing major funding for this component, and will serve as a living laboratory for the Green Waste and Composting Workshops presently being offered at the District office under the USS/NCSD education partnership.

RECOMMENDATION

Staff recommends approval

ATTACHMENTS

APCD / NCSD Rainwater Harvesting Demonstration Area Proposal and Budget

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\APPROVE APCD_NCSD AGREEMENT.DOC

Rainwater Harvesting & Stormwater Retention Demonstration Area

Proposed to the
Nipomo Community Services District
Board of Directors
148 South Wilson Street
Nipomo, California

By
Urban Soil Solutions
Tim Bolander
1871 Sunny Hill Ave.
Los Osos, CA 93402
805-528-0763
timothybolander@sbcglobal.net

Presented on: September 27, 2006

GOAL OF THE PROJECT

The goal of this Urban Soil Solutions (USS) project is to develop a rain water harvesting / storm water retention demonstration garden in the bare landscaped area located in the back of the Nipomo Community Service District (NCSD) office.

The demonstration garden will illustrate Best Management Principles (BMPs) regarding the use of composting and mulch in landscaping for the purposes of erosion control, storm water runoff and flooding reduction and control of non-source point pollution.

These principles are being presented in the Urban Soil Solutions series of compost workshops currently being offered to South County residents. The workshops have been endorsed by the Nipomo CSD conservation program and are sponsored by the Air Pollution Control District of San Luis Obispo County.

BACKGROUND

In 1976, the Air Pollution Control District of San Luis Obispo County (APCD) started to progressively implement rule 501 to promote air quality by discouraging open burning in San Luis Obispo County. A number of educational and enforcement approaches to rule 501 have been implemented by APCD. The proposed USS program will complement past APCD educational efforts to implement rule 501 in South San Luis Obispo County.

USS has consulted with private parties, cities, counties and state agencies in the development and implementation of environmentally sound projects, including public educational programs (See attachment A, page 5). USS projects are based on sound soil bio-techniques and how these techniques are appropriately transferred to the general public. Soil bio-techniques borrow information and techniques from the fields of hydrology, geology, soil biology, agriculture, landscaping, horticulture, and permaculture. USS has adapted these techniques to urban soils challenges, including those confronted by urban and sub-urban property owners in South San Luis Obispo County. When persistent human activities are the predominant active agent of change in an ecosystem, the soil is classified as urban soil.

PROJECT DESCRIPTION

The proposed area for the demonstration garden is the primarily barren, highly compacted and heavily sloped area at the west end of the parking lot, abutting the property fence. The demonstration garden will be situated in between the parking area in the back of the Nipomo CSD office and the county open lot. The 116 feet length of the garden goes from the South-West end of the fence between the CSD office property and the county open space and the North-East corner of the CSD property. The width of the garden is variable from 6 to 17 feet from the South-West to the North-East. The surface area of the garden is approximately 1,600 square feet. This area of the CSD property is used as a drain basin for 2,900 square feet of paved parking and 1,000 square feet of additional landscape areas.

The native soil is a Cropley clay (See attachment B, page 7). During the original landscape, the native soil was covered with an imported, silty-sandy soil and finished

with coarse, woody mulch. Soil porosity of the silty-sandy soil is 84 seconds for the first inch (42"/hour) and 148 seconds for the second inch (24"/hour) of water applied. This reading is deceptive as the underlying Cropley clay soil infiltration rate is only 0.2 inches per hour. Longer, more intense rain events may result in off-property storm water losses. This water loss may create non-point pollution mainly generated at the surface of the parking lot area that drains in the North East corner the compost garden. Water holding capacity of the soil has been reduced through compaction, lack of organic matter and poor soil biology. Rain and storm waters have severely eroded the original, designed soil profile leaving a crusted soil surface with hydrophobic qualities.

USS will redesign the soil profile of the project area with the use of quality compost and mulches. The site will be covered with a mulched compost cover 6 to 8 inches in depth at the time of application. Slope generated storm water will be intercepted by compost swells. Swells will be of two general designs. Primary swells will be built perpendicular to the direction of the slope and at the soil's surface. The compost cover and the primary swells will reduce the volume and the speed of the site storm water leaving the site, while increasing the rate of water infiltration and soil water holding capacity. Secondary swells are cored or ditched under the surface of the soil. They follow lines of equal elevations and favor rain and irrigation water accumulation to the plantings expanding root zones.

The compost demonstration garden will conserve all of its trees and most of the established shrubs. New, drought tolerant shrubs will be added to the landscape. All plantings will be watered with high water efficiency micro-irrigation systems.

PROJECT SCHEDULE

The project will be implemented during a two week period starting October 2, 2006 and ending October 19, 2006. USS will manage the transition period of the project from October 2006 to June 2007. USS will train the CSD hired landscape maintenance company in the low management techniques required by the new, rain and storm water harvesting garden.

PROJECT BUDGET

All budget items including labor and materials, excluding items listed below, will be the responsibility of USS through the 2006-2007 Air Pollution Control District of San Luis Obispo County "Soil Bio-technologies: An Alternative to Biomass Open Burning For South San Luis Obispo County Residents" educational grant.

USS will obtain any necessary permits and an insurance rider listing the NCSO as additionally insured for the project.

DISTRICT CONTRIBUTIONS TO THE PROJECT:

Please see the attached budget outlining the budget allocations from APCD and NCSD.

In brief:

1. NCSD will purchase the drought tolerant plants for this demonstration area.
2. NCSD staff will provide NCSD customers and the general public with information about the garden.
3. The District will provide approximately 6-8 hours of 1 student or field worker for the operation of the District backhoe, loader or dump truck.

PROJECT EXPECTED BENEFITS

- The compost and mulch demonstration garden will help the Air Pollution Control District of San Luis Obispo County educate South San Luis Obispo County residents on feasible alternatives to open burning through composting and the production of different qualities of mulches.
- The compost and mulch demonstration garden will be a living laboratory for the series of compost workshops offered by USS, endorsed by the Nipomo Community District and sponsored by the Air Pollution Control District of San Luis Obispo County.
- The USS garden will be a walk through demonstration site for local residents on appropriate soil management techniques and plantings that promote rain and irrigation water efficiency. The compost and mulch garden will demonstrate design features that greatly reduce off-site storm water run-offs and non-point pollutions from District property. This will fulfill NCDS conservation program goals to provide education on non-source pollution and water quality protection.
- The project will fulfill the part of the conservation program goals to upgrading the District office landscaping to reflect low water use landscaping designs, at little cost to the District.

Timothy Tage Bolander

Education

- ◆ California Polytechnic State University, Pomona, BS, International Agriculture, 1988
Emphasis: Agricultural project management
- ◆ California Polytechnic State University, San Luis Obispo, MS, International Agriculture, 1994
Emphasis: Biomass management/ Irrigation and soil water management

Experience

1. Consultant, San Luis Obispo Integrated Waste Management Authority. Development and implementation of a commercial food waste diversion R&D compost project where the food waste from the Atascadero State Hospital is combined with green waste. 2005-2007
2. Consultant, North SLO County Recycling, Inc. Green waste compost project involving physical and biological quality control and improvement. 2005-2006
3. Consultant, California Department of Transportation, R&D compost slope stabilization project. 2005-2006
4. Consultant, City of Morro Bay, Sewage sludge and green waste compost project. Developed and implemented pathogens free compost using compost tea and microorganism competition. 2002-2004
5. Consultant, Wild Horse Winery, Templeton, Developed a compost and compost tea program for foliar nutrition and leaf disease control. 2002-2003
6. Consultant, City of San Luis Obispo Utility Department, Public Park natural turf management project. Compost tea and R&D research for reduction in irrigation water use by turf. 2001-2004
7. Consultant, San Luis Obispo County Air Pollution Control, No-Burn green waste technical research and development for South San Luis Obispo County. Presentation of results at workshops. 2000-2001
8. Consultant, City of San Luis Obispo Utility Department, Compost SLO sludge and green waste R&D project. Compost for pathogen reduction research. 2000-2001
9. Consultant, Wild Horse Winery, Templeton, Developed a compost program to recycle the pomace produced at the winery. 2000-2001
10. Consultant, Cambria Pine Lodge, Cambria, Developed a green waste and pre-consumer kitchen waste compost program for the lodge. 2000-2001
11. Consultant, Cambria Pine Lodge, Cambria, Developed and implemented a bio-intensive mini-farm. 2000-2001
12. Consultant, San Luis Obispo County Integrated Waste Authority. Developed and implemented a hands-on recycling and composting primary school education program. 1999-2001
13. Consultant, City of San Luis Obispo Utility Department, Developed and presented garden irrigation efficiency principles workshops. 1999-2001
14. Consultant, San Luis Obispo County Integrated Waste Authority, Developed and presented a series of compost and natural landscape management workshops. 1995-1999

15. As a graduate student was instrumental in developing and implementing the California Polytechnic student organic farm project and the associated compost enterprise project. 1990-1992

Grant Development

- ◆ Wrote, obtained and implemented a \$6,500 grant for a handicapped accessible garden at Emerson Community Garden City of San Luis Obispo 1997-1998
- ◆ Wrote, obtained and implemented a \$7,500 grant for an urban, intensive, demonstration garden at Emerson Community Garden City of San Luis Obispo 1995-1996
- ◆ Wrote and obtained \$6,000 in grants to start a student compost enterprise project. California Polytechnic State University, San Luis Obispo 1991-1993
- ◆ Wrote and obtained \$50,000 in grants to start a student experimental farm. California Polytechnic State University, San Luis Obispo 1990-1993

Publications

- ◆ Co-authored "Evaluation on the relative fuel efficiency of cooking stoves on the West African Coast", Peace Corps Benin, Republic of Benin. 1984, 120ppg
- ◆ Co-authored with Doctor Doug Williams "High Solid Anaerobic Digestion of Municipal Wastes", American Society of Agricultural Engineering, 1991, 6ppg
- ◆ Authored "Potential Impact of Anaerobic Digestion in the Republic of Benin", American Society of Agricultural Engineering, 1991, 8ppg

Attachment B:

127: Cropley clay; (0-2) % slope:

Fine, montmorillonitic, thermic Chromic Pelloxererts

Very deep, moderately well drained, on alluvial fans and plains

Formed: Weathered alluvium from sedimentary rocks

Surface layer: (0-36)" : dark gray, very dark gray, light brownish gray clay

Underlying material: (36-60)" : Pale brown and light yellowish brown silty clay loam

Natural vegetation: Annual and perennial grasses

Effective rooting depth: (45- 60)"

Physical and chemical:

- Clay: (35-60) %
- Permeability: Slow: (0.06-0.2)" / hour
- Available water: Moderate to high: (0.13-0.17)" / inch of soil
- Liquid limit: (40-60) %
- Shrink and swell: High
- Erosion factor: Slight: K: 0.26; T: 5
- Wind erosion group: 8
- Organic matter: (1-3) %
- Soil reaction pH: (6.6-8.4)
- Lawns and landscaping: Severe: too clayey
- Broccoli: (3.8 tons) / acre
- Dryland barley: (24 tons) / acre
- Rangeland production: (5,400 lbs) / acre

Water management:

- Drainage: Deep to water
- Irrigation: Slow intake; percolates slowly
- Terraces and diversions: Percolates slowly
- Septic tank absorption fields: Severe: percolates slowly

Rangeland productivity:

- Wild oat: 15%
- Burclover: 10%
- Brome: 10%
- Bluegrass: 10%
- Purple needlegrass: 10%
- Clover: 10%
- Lupine: 5%
- Filaree: 5%
- Fescue: 5%
- Mustard: 5%
- Coyotebush: 5%
- Australian saltbush: 5%

Wildlife habitat:

- Grain and seed crops: Fair
- Grasses and legumes: Good
- Shrubs: Poor
- Wetland plants: Poor


RAINWATER HARVESTING / STORMWATER CONTROL DEMONSTRATION AREA DRAFT BUDGET

AIR POLLUTION CONTROL DISTRICT GRANT ALLOCATION:

STAFF: DESIGN/LABOR	\$ 7,200.00
MATERIALS:	\$ 4,000.00
MAINTENANCE: to June 30, 2007	\$ 2,700.00
APCD TOTAL	\$ 13,900.00

NIPOMO COMMUNITY SERVICES DISTRICT:

STAFF: STUDENT / FIELD WORKER 8 HOURS-Oct 2006	\$ 250.00
STAFF: WATER CONSERVATION COORD / OUTREACH	\$ 300.00
NATIVE PLANTS	\$ 500.00
MAINTENANCE after June 30, 2007 NCSD landscape contractor service will be trained by APCD grant	
Modifications / repairs / plant replacement (as needed)	\$ 300.00
NCSD TOTAL	\$ 1,350.00
PROJECT TOTAL	\$ 15,520.00

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: SEPT. 22, 2006

**AGENDA ITEM
E-1
SEPT. 27, 2006**

STATUS REPORT: MARIA VISTA ESTATES REQUEST TO SET WATER METERS

ITEM

Receive Status Report on Maria Vista Estates (MVE) requests for NCSD to accept water and sewer improvements, to accept easements, and to set 77 water meters in Tracts 1802 & 1856 [Recommendation Pending].

BACKGROUND

MVE has submitted requests (previously supplied to the Board) for NCSD to accept, for ownership and long-term maintenance and operation, the Off-Site Water and Sewer Improvements and Subdivision Water and Sewer Improvements, to accept easements, and to set up to 77 water meters for lots 2 through 28 and lots 33 through 58 in Tract 1802 and lots 2 through 26 in Tract 1856. The Board held a special meeting on September 13, 2006, to discuss these requests and directed staff to prioritize inspection of MVE's works. Staff has worked cooperatively with MVE to inspect their work and have held two meetings to discuss their progress. As of publication of this Board Letter, MVE has not completed any of the four systems and none of the respective easements are ready for Board acceptance, and thus water meters are not ready to be set. Staff will present an update at the Board Meeting.


RECOMMENDATION

Staff recommends that your Honorable Board receive an update on the status of MVE's efforts at the Board Meeting to determine if any of the systems under construction or any of the easements are ready for Board consideration. Should any of the systems satisfy the requirements set forth in the Agreements with MVE and with the District's Ordinances, Policies and Standard Specifications, staff will ask the Board to consider adoption of a Resolution of Acceptance for that system.

ATTACHMENTS

None.

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TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: SEPT. 27, 2006



WOODLANDS SUPPLEMENTAL WATER AGREEMENT

ITEM

Authorize execution of supplemental water agreement with the Woodlands to memorialize the Woodlands Agreement to Pay for the Waterline Intertie Project.

BACKGROUND

Attached is a draft Agreement between NCSD and the Woodlands that supercedes the existing MOU and details the understanding between the parties regarding the Woodlands obligation to pay for the planning and construction of the Waterline Intertie Project; for the purchase of water from the City of Santa Maria; and for the costs of operating the project. This agreement was negotiated by District Legal Counsel and Special Counsel Jim Markman over the past three months at the direction of the Board. Staff believes that this draft fairly memorializes the Woodlands obligations and provides a model for subsequent negotiations with Golden State Water Company and the Rural Water Company.

RECOMMENDATION

It is recommended that your Honorable Board authorize the President to execute the agreement once it has been executed by the Woodlands.

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SUPPLEMENTAL WATER AGREEMENT

This Supplemental Water Agreement ("Agreement") is made this ___ day of September, 2006, between the Nipomo Community Services District, a California independent special district ("NCSD"), and The Woodlands Mutual Water Company of San Luis Obispo County, a California nonprofit mutual benefit corporation (the "Company") (each a "party" and, collectively, the "parties").

RECITALS

A. NCSD provides water and related services within the NCSD boundary, located in the southern portion of San Luis Obispo County. NCSD has entered into a Memorandum of Understanding (the "MOU") with the City of Santa Maria (the "City") under which NCSD will secure up to three thousand (3,000) acre-feet ("AF") per year of supplemental water supplies from the City. The MOU contemplates that the City and NCSD will enter into a more complete wholesale water supply agreement, and reference in this Agreement to the MOU includes reference to such a wholesale water supply agreement and any extension or modification thereof.

B. The Company is a mutual water company whose current and future owners are the current and future owners of residential and commercial properties in The Woodlands, a master planned community in San Luis Obispo County, California. The Company was formed for the purpose of developing and distributing to its owners ("Woodlands Owners") water underlying The Woodlands.

C. NCSD and the Company are parties to a Stipulation in certain legal proceedings entitled *Santa Maria Valley Water Conservation District v. City of Santa Maria, et al.*, Superior Court of the State of California, County of Santa Clara, CV 770214, regarding the respective rights of NCSD, the Company and various other parties to water resources in the Santa Maria groundwater basin, an area that includes The Woodlands. Under the Stipulation, NCSD has agreed to purchase from the City and transmit to the Nipomo Mesa Management Area 2,500 acre-feet of water annually. The Stipulation provides in part:

"NCSD has entered into a Memorandum of Understanding ("MOU") with Santa Maria which contemplates the wholesale purchase and transmission from Santa Maria to the NMMA [Nipomo Mesa Management Area] of a certain amount of water each Year (the "Nipomo Supplemental Water").

Once the Nipomo Supplemental Water is capable of being delivered, those certain Stipulating Parties listed below shall purchase the following portions of the Nipomo Supplemental Water Yearly:

NCSD - 66.68%

Woodlands Mutual Water Company - 16.66%

SCWC - 8.33%

RWC - 8.33%”

D. Under the Stipulation, NCSD has also agreed to construct and maintain a turnout and transmission pipeline or interconnection for the purpose of delivering water from the City distribution system to NCSD.

E. By acquiring supplemental water from the City for use on the Nipomo Mesa, the parties to this Agreement can increase flexibility and certainty in water supply management within the Nipomo Mesa Management Area and assist in a fair allocation of natural and supplemental water available to users in the Basin. The purpose of this Agreement is to implement, in part, the terms of the Stipulation.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Construction of Improvements for Delivery of Water.

a. Turnout and Transmission Pipeline. NCSD agrees to construct and maintain a turnout and transmission pipeline for the City’s delivery of water to NCSD in accordance with the MOU. NCSD shall use its best efforts to obtain all regulatory approvals and comply with all regulatory requirements in connection with such construction. The Company shall bear a percentage of the expense of constructing, operating, maintaining and replacing such improvements in accordance with Section 3.b.

b. Emergency Inter-Tie. The Company agrees at its own expense to construct and maintain a metered emergency inter-tie (“Woodlands Inter-Tie”) between the NCSD and Company water systems for the purpose of facilitating the delivery of supplemental purchased water from NCSD to the Company in an “emergency condition,” as described in Section 4.d.i. The parties shall cooperate with each other in the construction, operation, maintenance and replacement of such improvements to the extent necessary to achieve the purposes of this Agreement.

2. Sale of Water.

a. Required Purchase and Sale.

i. Column 2 of Exhibit A shows the minimum quantity of water that NCSD will purchase from the City for each year through 2035. Subject to Section 2.b of this Agreement, during each year of this Agreement, the Company agrees to purchase from NCSD and NCSD agrees to sell to the Company at least the quantity of water shown in Column 3 of Exhibit A. The Company’s purchase commitment, shown in Column 3, is 16.66% of NCSD's minimum annual supplemental water purchase from the City required under the MOU.

ii. For purposes of computations under this Agreement, Year 1 on Exhibit A shall be the first calendar year following the later of satisfaction of all conditions precedent described in Section 5 below and the date on which the improvements described in Section 1 above are completed and become operational (the "Delivery Commencement Date"). For the interim period between the Delivery Commencement Date and the first day of Year 1 as so defined, the rights and obligations of the parties shall be the same as during Year 1 pro rated for the length of such interim period. In case of a partial year at the end of the term of this Agreement, the rights and obligations of the parties shall be the same as during the preceding full year pro rated for the length of such partial year.

b. Transition Period Adjustment.

i. The Company intends to purchase 417 acre feet ("AF") of supplemental water per year under this Agreement at such time as its service area is fully developed, provided that NCSD purchases at least 2,500 AF of water during each such year. Prior to full development of its service area, the Company agrees to purchase from NCSD, and NCSD agrees to sell to the Company, per year (on a non-cumulative basis), the greater of (A) the amount of water shown in Column 3 of Exhibit A or (B) 417 AF multiplied by the applicable Percentage of Project Completion for such year. Under no circumstances shall the Company be required to purchase more than 417 AF per year (subject to its right, in its sole discretion, to purchase additional water pursuant to Section 2.c.ii).

ii. "Percentage of Project Completion" means the amount of completed development as a percentage of proposed overall development of The Woodlands, determined on a weighted average basis for the applicable year. The Company shall determine the Percentage of Project Completion for each year on an estimated basis as of the end of each of the first three calendar quarters of each year and on a final basis as of the last day of the final calendar quarter of each year. Each estimate shall be submitted to NCSD within 30 days of the end of the immediately preceding calendar quarter. The Company shall use the relationship between (1) the number of residential service connections existing as of end of the preceding calendar quarter; and (2) the total residential service connections in the approved project evaluated in the Final EIR for the Woodlands as the basis for its estimates and determination. The Company shall provide to NCSD information and reasonable supporting documentation showing the basis for its determination with each estimate and the parties shall resolve any differences in good faith. The final year-end determination shall be made on the same basis as the estimated interim determinations.

c. Additional Purchase and Sale at Company's Option.

i. At the Company's option, during any year in which the Percentage of Project Completion is less than 100%, the Company may from time to time purchase additional supplemental water equal in the aggregate (i.e., together with the quantity of

water shown in Column 3 of Exhibit A purchased pursuant to Section 1 above) to not more than 417 AF for such year (the quantity shown in Column 5 of Exhibit A for the applicable year).

ii. The Company shall also have the option, in its sole discretion, at any time in or after Year 1 on Exhibit A of purchasing up to 300 AF from the first 3,000 AF of supplemental water acquired by the NCS D from the City in addition to the quantities shown in Exhibit A, provided that the aggregate amount of water purchased by the Company in any calendar year shall not exceed 700 AF. The Company shall also have the option, if it has not purchased all of the 300 AF from the first 3,000 AF of supplemental water acquired by NCS D, to purchase the balance up to 300 AF from any additional water acquired by NCS D from the City pursuant to the MOU, provided that the price paid by the Company to NCS D for such water shall be the same as the price paid by NCS D to the City. Nothing in this Section 2 shall limit the ability of the parties to agree to purchase by the Company of additional supplemental water beyond 300 AF on such terms as may be agreed to by the parties.

iii. The Company shall exercise its option to purchase additional supplemental water pursuant to this Section 2(c) no later than 10 business days before the last day on which NCS D may request the purchase of additional supplemental water from the City. If the Company makes such election, NCS D shall sell such additional supplemental water to the Company.

iv. If at any time during the term of this Agreement NCS D has the opportunity to sell supplemental water to a third party for a specific period which, if exercised by NCS D, would render it unable to fulfill a request by the Company for all or part of the additional supplemental water pursuant to Section 2.c.iii during that period (i.e., NCS D has existing, binding commitments to sell supplemental water such that the proposed additional sale of supplemental water would leave NCS D with less than 300 AF available for purchase by the Company during that period from the first 3,000 AF of supplemental water, then NCS D shall so notify the Company in writing, specifying the amount of the 300 AF that would be unavailable (the "Unavailable Portion") and the terms of the sale, including the time period for which the water would be unavailable ("Specified Period") if NCS D proceeded with the sale. Upon receipt of such notice, the Company shall have 60 days within which to notify NCS D in writing whether or not it elects to purchase the Unavailable Portion during the Specified Period. If the Company declines to purchase the Unavailable Portion for the Specified Period, or fails to respond within 60 days, NCS D shall be free to sell the water to the third party. If the Company elects to purchase the Unavailable Portion, the purchase shall be, at the Company's option, either on the same terms as those of the proposed sale or on the terms set forth in this Agreement, provided that the purchase shall be for at least the Specified Period.

3. Payments. In consideration of the obligations of NCS D under this Agreement, the Company shall make the following payments to NCS D.

a. Purchase Price for Water.

The Company shall pay a fixed price of \$1,250 per AFY for each acre foot of supplemental water purchased under this Agreement. NCS D's election of a fixed price or variable price under the MOU for supplemental water purchased by NCS D from the City shall not affect the price per AF to be paid by the Company. Pursuant to Section 3.4 of the MOU, NCS D will be obligated to make quarterly payments to the City. NCS D agrees to provide the Company with invoices for supplemental purchased water (including the Company's share of the cost of operation, maintenance and replacement of the turnout and transmission pipeline pursuant to Sections 3.b.ii and 3.b.iii) and the Company agrees to pay NCS D for supplemental purchased water quarterly and in arrears (within 30 days of receipt of such invoices) consistent with the schedule in Section 3.4 of the MOU. Company agrees to fix, prescribe and collect rates, fees and charges which will be sufficient to cover payments to NCS D as required by this Agreement, and NCS D shall have the right to specifically enforce this requirement. The Company, as a whole, is obligated to make all payments required by this Agreement to NCS D, notwithstanding any individual default by its constituents or others in the payment to the Company of fees, charges, taxes, assessments, tolls or other charges levied or imposed by the Company.

b. Capital Costs; Operational, Maintenance and Replacement Expenses.

i. The Company agrees to pay a percentage share ("Capital Cost Percentage") of the Capital Costs and Replacement Costs (each as defined below) of the turnout and transmission pipeline to be constructed for the delivery of water by the City to NCS D under the MOU. For these purposes, "Capital Costs" are the initial costs of installation of the turnout and transmission pipeline, including planning, engineering, construction, construction management and financing costs. "Replacement Costs" are the costs of obtaining and installing equipment, accessories, or appurtenances which are necessary during the useful life of the turnout and transmission pipeline to maintain the capacity and performance of the system. NCS D has provided to the Company a written engineer's estimate of the Capital Costs, and a description of the basis for the estimate, for the Company's review.

ii. The Company's Capital Cost Percentage shall initially be 13.9% of the Capital Costs and 13.9% of the Replacement Costs, subject to adjustment pursuant to Section 3.b.ii; provided, however, that in no event shall the Company's Capital Cost Percentage exceed 13.9% unless the Company elects to take additional supplemental water (beyond 417 AFY) pursuant to Section 2.c.ii, in which case the Capital Cost Percentage shall be adjusted as prescribed in Section 3.b.iii. The Company shall pay its Capital Cost Percentage to NCS D no later than 90 days prior to commencement of construction of the turnout and transmission pipeline. NCS D shall maintain a separate fund for projected Replacement Costs and shall include the Company's share of such costs on the invoices provided under Section 3.a. NCS D shall maintain all funds received on account of anticipated Replacement Costs in a segregated reserve account as trustee for the Company and shall maintain records of such costs in accordance with generally

acceptable accounting principles, which shall be available for inspection and review by the Company at any time on reasonable notice.

iii. The Company's Capital Cost Percentage shall be adjusted if, at any time during the term of this Agreement, NCSD purchases more than 3,000 AFY of supplemental water, in which event the Company's Capital Cost Percentage shall be recalculated by dividing 417 AF by the maximum number of acre-feet of water purchased by the NCSD in any year. (By way of example, if the maximum amount of water purchased by NCSD in any year during the term of this Agreement is 6,000 AF, then the Company's percentage share shall be adjusted to 6.95% [$417 \div 6,000 = 0.0695$] and the Company shall receive, at its sole option, a reimbursement or a credit in the amount of the difference between all amounts contributed by the Company to date for capital costs and replacement costs and the amounts that would have been due using a 6.95% Capital Cost Percentage). If at any time during the term of this Agreement, the Company elects to purchase more than 417 acre feet per year of supplemental water pursuant to Section 2. c. ii., the Capital Cost Percentage shall be recalculated by dividing the maximum amount purchased by the Company by the maximum amount purchased by NCSD in any year, and the Company shall pay to NCSD the amount of any resulting increase in its share of capital costs on or before the end of the six month period (January through June or July through December) in which it purchases the additional supplemental water. The Company shall also be credited (or, at its option, reimbursed) its pro rata share (based on the applicable Capital Cost Percentage) of any fees, charges or other amounts received by NCSD from other developments outside of the NCSD boundaries for Capital Costs Replacement Costs. At the Company's election, any credits described in this Section 3.b.iii may be applied either against its share of future Replacement Costs or against payments for operations and maintenance pursuant to Section 3.b.iv, provided that the Company shall provide NCSD with at least 90 days' prior written notice of its intention to apply credits against any amounts payable to NCSD. If the Company elects to receive reimbursement of any amounts described in this Section 3.b.iii, such reimbursements shall be paid within 60 days after, as applicable, the date NCSD actually receives the funds from which the reimbursement is due or the end of the six month period (January through June or July through December) in which NCSD purchases more than 3,000 acre feet per year of supplemental water.

iv. In addition, the Company agrees to make quarterly payments, in arrears, to NCSD equal to its percentage share of the overall cost of operations and maintenance of the turnout and transmission pipeline ("Operations Cost Percentage"). The Company's Operations Cost Percentage shall be calculated by dividing the amount of water purchased by the Company during the applicable quarter by the amount of water purchased by NCSD from the City during that quarter; provided, however, that in no event shall the Company's Operations Cost Percentage exceed 13.9% of the costs of operations and maintenance of the turnout and transmission pipeline unless the Company elects to purchase additional water (beyond 417 AFY) under Section 2.c.ii, in which case the Operations Cost Percentage shall be adjusted to reflect the additional amount

purchased. NCSD shall maintain records of such costs in accordance with generally accepted accounting principles. NCSD shall make all such records available for inspection and review by the Company at any time on reasonable notice.

v. NCSD shall provide prompt advance notice to the Company of any anticipated material change in any line item of the cost of operations, maintenance, financing or replacement of the turnout and transmission pipeline. In case of any dispute as to the amount of any such expense, the parties will attempt to resolve such dispute in good faith.

4. Deliveries and Reduction in Pumping.

a. Deferral of Delivery. Notwithstanding any other provision of this Agreement, in consideration of NCSD's agreement to reduce pumping of water from certain wells in accordance with Section 4.c, the Company agrees that its purchased supplemental water will not be physically delivered in a pipeline to the Company water system except in the case of an emergency condition as defined in Section 4.d below. Instead the Company will allow NCSD to retain the Company's purchased supplemental water to offset and reduce the pumping of certain NCSD wells in the vicinity of the Company's water system as provided in Section 4.b.

b. NCSD's Reduction in Pumping. In consideration of the Company's agreement to allow NCSD to retain supplemental water purchased and sold under this Agreement, NCSD will reduce pumping of wells listed on Exhibit B to this Agreement (the "Subject Wells") to a level equal to the historical annual aggregate pumping volume for the Subject Wells minus at least the supplemental water volume purchased by the Company under this Agreement. Exhibit B sets forth the historic pumping volume for the Subject Wells. The intent of this provision is to protect the supply of groundwater available to the Company by reducing NCSD's pumping of groundwater in the same vicinity by at least the amount of supplemental water purchased by the Company, and NCSD agrees not to drill additional wells in the same vicinity (except as necessary to replace existing wells or otherwise to maintain production capacity at the levels permitted in this Section 4.b) or take any other action that would diminish or deprive the Company of the benefit of this provision. By April 1 of each calendar year, NCSD shall provide production records for the previous year to the Company for the Subject Wells showing that NCSD has implemented the required reductions. If NCSD receives supplemental water from Santa Maria, but fails to achieve the aggregate required level of reduction in pumping from the Subject Wells generated by the receipt of the supplemental water, or fails to provide production records providing reasonable evidence of such reduction in any year, then the shortfall in required reduction shall be added to the next year's required reduction in pumping from the Subject Wells until the shortfall is cured. If, in the area described in this Section 4.b, either party proposes to drill any new well, or to significantly increase the production capacity of an existing well (as, by way of example and without limitation, by increasing the size or capacity of pumps), it shall consider the best practicable measures for doing so with the least substantial impact to the ability of the other party to operate its existing wells or to groundwater storage. Such measures may include, without limitation, changing the location or depth of the well, or changing the rate

or schedule of pumping. To the extent practically feasible, the party proposing to drill the new well or significantly increase production capacity of an existing well shall implement such measures; provided, however, that nothing in this Section 4.b shall require the Company to implement any measure that would impede, slow down or materially affect the development of The Woodlands, or shall limit the ability of the Company to pump sufficient water to supply the needs of The Woodlands at full build out.

c. Delivery in Case of Emergency.

i. In the event of an emergency condition that results in the complete or partial loss of the Company's well supplies, as determined by the Company in its sole discretion, the Company reserves the right to receive its allocation of supplemental water directly from the inter-tie. An "emergency condition" means (i) a severe and unanticipated shortfall of sufficient water to meet the ordinary needs of the Company's users, (ii) a failure of the water otherwise available to the Company to meet the water quality standards applicable to it, or available to other NCSD users in the same general area as The Woodlands, (iii) fire or similar catastrophe reasonably necessitating mutual aid, (iv) any other condition the Company and NCSD reasonably deem in writing to be an emergency condition for purposes of this Agreement, and (v) any combination of the conditions described in the foregoing clauses (i) through (iv).

ii. In case of an emergency condition, the Company agrees to pay to NCSD the fair and equitable cost of wheeling the supplemental water through NCSD's water distribution system for delivery to the Company tie-in. The NCSD shall submit a written estimate of the cost of water wheeling for review and reasonable approval by the Company; provided that NCSD shall not delay the delivery of purchased supplemental water on account of this process if, in light of the emergency condition, to do so would result in a risk of damage or harm to persons or property within the Company's service area. If Company does not object to the estimate of wheeling costs within 72 hours of receipt, Company shall be deemed to agree to and accept the costs reflected in the estimate.

iii. NCSD shall be responsible for ensuring that the supplemental water delivered to the Company is of the same quality as water that NCSD delivers to its residential customers and shall meet all federal, state, and local laws and regulations as amended from time to time. NCSD agrees to indemnify and hold the Company harmless from any claims arising out of any acts or omissions taken by NCSD or the City with respect to water quality.

iv. Upon delivery of supplemental water to Woodlands Inter-tie, the Company shall thereafter be responsible for the control, conveyance, distribution and delivery of the supplemental water to its customers and NCSD shall have no further obligation or responsibility therefor. The Company shall have no responsibility of any kind for

supplemental water purchased under this Agreement but retained by NCSD under Section 4.a.

d. Mutual Aid. The parties shall use their best efforts to enter into an agreement regarding provision of aid and assistance to each other in the event of an emergency or other event that disrupts the ability of either party to continue to provide adequate water to meet the ordinary needs of its existing users.

e. No Ownership or Sale. Nothing in this Agreement is intended to or shall be construed to cause the Company to be deemed to be the owner or seller of any portion of the additional supplemental water.

5. Conditions Precedent. The rights and obligations of the parties to construct improvements and to purchase and sell water under this Agreement shall become effective upon satisfaction of the following conditions:

a. the receipt of all approvals, authorizations, decisions and consents from any court and any federal, state or local governmental agency, and the satisfaction of all other requirements or conditions that are or may be required for the delivery of water by the City to NCSD under the MOU;

b. the receipt of all necessary approvals, authorizations, decisions and consents from any court and any federal, state or local governmental agency (including, without limitation, any required approvals, authorizations, decisions or consents in connection with a change in place of use of State Water Project water) that are or may be required to implement the terms and provisions of this Agreement.

NCSD and the Company shall each use its best efforts to cause the conditions over which it has control and responsibility by agreement or by law to be satisfied, provided that neither party shall be required to incur expenses to satisfy any duties or obligations of the other or of any third party. NCSD and the Company will each keep the other informed of developments or other material information related to the satisfaction of these conditions.

6. Term.

a. Term and Extension. This Agreement shall begin on the date first above written and shall continue through and terminate on June 30, 2035, unless the MOU remains in effect beyond such date to reflect terms under which the City extends its contract for State Water Project water with the Central Coast Water Authority, whereupon the term of this Agreement shall be extended for the same period. Prior to such extension of the MOU, the parties shall meet and confer for the purpose of determining (i) whether the terms of the proposed extension include a materially higher cost of supplemental water; and (ii) whether there are alternative sources of equivalent amounts of supplemental water available on more favorable terms. If the terms of the proposed extension would include a materially higher cost of supplemental water, the parties shall meet and negotiate in good faith the terms under which the Company will continue to

participate in the cost of the supplemental water in the amounts and pursuant to the other provisions of this Agreement. Prior to the end of the current term of the MOU (June 30, 2065), the parties shall meet and negotiate in good faith regarding (i) a possible extension of the MOU on terms reasonably acceptable to the parties; or (ii) the acquisition of an equivalent amount of supplemental water from another source on terms reasonably acceptable to the parties.

b. Term of MOU. NCSD agrees not to request or demand early termination of its rights under the MOU without the Company's prior written consent, which shall not unreasonably be withheld or delayed.

7. Water Rights. This Agreement or its performance shall not create any water rights or any water supply entitlements for any period of time beyond the term of this Agreement. Notwithstanding any provision of this Agreement to the contrary, the delivery and sale of supplemental water by NCSD, the purchase and distribution of supplemental water by the Company and the retention of supplemental water by NCSD shall not constitute or give rise to a prescriptive right, public trust claim, or any other water right or claim in favor of NCSD, the Company or the customers or users of either of them or any third party, including any other party to the Stipulation.

8. Force Majeure. If, by reason of acts of God, earthquakes, droughts, floods, storms, explosion, fires, labor troubles, strikes, insurrection, riots, acts of the public enemy, or federal, state, or local law, order, rule or regulation, or any public emergency or disaster, the City is prevented from delivering, in whole or in part, supplemental water to NCSD as provided in the MOU and the City reduces delivery to NCSD of supplemental water as permitted by the MOU, NCSD may reduce the amount of supplemental water that it sells and that the Company purchases under this Agreement by up to the same percentage that the City reduces water delivery to NCSD.

9. Indemnity.

a. NCSD and its successors and assigns shall hold harmless, defend and indemnify the Company, Woodlands Ventures, LLC, and their directors, officers, employees, agents, successors and assigns (all of which are herein referred to as the "Company Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "Damages") that may be imposed on, incurred by, or asserted against any Company Indemnified Parties as a result of (i) a breach of NCSD's obligations under this Agreement; (ii) the conduct of NCSD's operations associated with the delivery of Supplemental Water to the tie-in to the Company's distribution system and (iii) the water quality matters described in Section 4.d.iii. Notwithstanding the foregoing, in no event shall NCSD be liable to indemnify a Company Indemnified Party for any Damages to the extent attributable to the negligence, gross negligence or willful misconduct of the Company. This indemnification shall survive termination of the Agreement.

b. The Company, its successors and assigns, shall hold harmless, defend and indemnify NCS D, its officials, employees, agents, successors and assigns (all of which are herein referred to as the "NCS D Indemnified Parties") from and against all liabilities, obligations, claims, damages, losses, actions, judgments, suits, costs and expenses, including but not limited to reasonable attorneys' fees (collectively, "Damages") that may be imposed on, incurred by, or asserted against any NCS D Indemnified Parties as a result of (i) a breach of the Company's obligations under this Agreement; or (ii) the conduct of the Company's retail distribution system and the delivery of supplemental water to the Company's customers. Notwithstanding the foregoing, in no event shall the Company be liable to indemnify a NCS D Indemnified Party for any Damages resulting from the negligence or the gross negligence or willful misconduct of NCS D or for any third party claim brought in connection with regulatory approvals obtained (or claimed to be needed) by NCS D. This indemnification shall survive termination of the Agreement.

10. Notices. All notices or other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be hand-delivered, or mailed by certified mail, return receipt requested, or sent by a reputable overnight courier service providing delivery confirmation. Each such notice or communication shall be deemed to be duly given when hand-delivered, or three (3) days after being mailed in any depository maintained by the United States Postal Service, with prepaid postage, certified, return receipt requested or one (1) day after being deposited for next day delivery with Federal Express or other reputable courier. Each such notice or communication shall be addressed to the Parties at their respective addresses set forth below.

Nipomo Community Services District
Attn: General Manager
148 South Wilson Street
Nipomo, CA 93444

Woodlands Mutual Water Company
Attn: Manager
31200 Via Colinas, Suite 200
Westlake Village, CA 91362

with copies to:

Richards, Watson & Gershon
Attn: James Markman
1 Civic Center
P.O. Box 1059
Brea, CA 92822

Bingham McCutchen LLP
Attn: Geoffrey L. Robinson
1333 N. California Blvd., Suite 210
Walnut Creek, CA 94596

Either party may change its address for notices under this Agreement by written notice given in accordance with this section.

11. Miscellaneous

a. Entire Contract. This Agreement contains the entire contract between the parties hereto, and oral statements or prior written matters not specifically incorporated herein shall have

no force and effect. No variations, modifications, or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof. This Agreement is intended to be consistent with the terms of the Stipulation. Any inconsistency with respect to the rights and obligations of NCS D and the Company between the terms of this Agreement and the terms of the Stipulation shall be interpreted in light of such intent.

b. Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and assigns. Notwithstanding the generality of the foregoing, any assignment of this Agreement, or the rights or obligations hereunder, shall not be effective unless approved, in writing, by all the parties hereto, which approval can be withheld in the parties' sole and absolute discretion. Notwithstanding the foregoing, the rights and obligations of the Company shall be unaffected by the sale or transfer of interests in the real property comprising The Woodlands and the appurtenant interests of owners in the Company.

c. Terminology. The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

e. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the party responsible for drafting this Agreement shall not be employed in the interpretation of this Agreement or any amendments hereto.

f. Fees and Costs.

i. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled. The phrase "prevailing party" shall include a party who receives substantially the relief desired, whether by settlement, dismissal, summary judgment, judgment or otherwise.

ii. Except as expressly provided in this Agreement, the parties hereto shall bear their own legal and engineering fees, expenses and costs in connection with this Agreement.

g. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

h. Further Assurances and Cooperation. Each party to this Agreement shall at its own expense perform all acts and execute all documents as may be necessary or appropriate to fulfill its obligations under this Agreement. The parties shall cooperate and take all such actions as may be reasonably necessary to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as set forth below:

Nipomo Community Services District, a
California independent special district

Approved as to form:

By _____
Name: _____
Its: _____

The Woodlands Mutual Water Company of
San Luis Obispo, a California nonprofit
mutual benefit corporation

By _____
Name: _____
Its: _____


Exhibit A

<u>Column 1</u>	<u>Column 2</u> Nipomo Supplemental Water	<u>Column 3</u> Company share (AF)	<u>Column 4</u> Nipomo Supplemental Water	<u>Column 5</u> Company share (AF)
Year	Minimum (AF)		Maximum (AF)	
1	600	100	3,000	417
2	685	114.1	3,000	417
3	770	128.3	3,000	417
4	855	142.4	3,000	417
5	940	156.6	3,000	417
6	1,025	170.8	3,000	417
7	1,072	178.6	3,000	417
8	1,119	186.4	3,000	417
9	1,166	194.2	3,000	417
10	1,213	202.1	3,000	417
11 to Y2035	1,260	210	3,000	417

Exhibit B - Historical Pumping Volumes of Subject Wells

Well Designation	2004 Pumping Volume (ac-ft)	2005 Pumping Volume (ac-ft)	2-Year Average Pumping Volume (ac-ft)
Sundale Well	1,108.32	962.12	1,035.22
Knollwood Well	31.11	282.59	156.85
Via Concha Well	582.14	601.10	591.62
Bevington Well	217.72	15.55	116.64
Blacklake Well No. 3	149.71	107.86	128.78
Blacklake Well No. 4	326.52	201.59	264.06
Eureka Well	455.01	591.70	523.36
TOTAL	2,870.54	2,762.51	2,816.52

The reduction in well production should focus on wells closest to the Woodlands development.
 The above list is arranged in order of proximity to the Woodlands with the closest well at the top (Sundale).

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: SEPTEMBER 22, 2006

AGENDA ITEM
E-3
SEPT. 27, 2006

ORTIZ ANNEXATION APPLICATION

ITEM

Consider authorizing negotiation of an annexation agreement regarding annexation of approximately 26.6 acres of land, located within the NCSO Sphere of Influence, including water service to facilitate subdivision into two parcels within the area proposed to be annexed. The property is located at 660 Cherokee Place and is also known as SLO County Assessor Parcel Number 091-301-061.

BACKGROUND

On August 18, 2006, the District received the attached application for Annexation of a 26.6+ acre parcel at 660 Cherokee Place. The subject property is in Area 1 of the District's Sphere of Influence. The Owner/Applicant is Sal and Helen Ortiz. Also attached is supplemental supporting material describing the property and the proposed subdivision and a copy of the Y2000 Board Letter regarding the Ortiz's request for Service Outside the District.

Annexation of property to the District requires approval of the Local Agency Formation Commission (LAFCO). The Applicant's development proposal requires approval of the County. The County Board of Supervisors in May adopted a series of Policies and Land Use Element Amendments discouraging the provision of water service to new parcels in the Nipomo Mesa from sources other than existing water purveyors.

Attached is a copy of the District's current annexation policy. This policy envisions that the Board first determines if the proposed annexation qualifies for an annexation agreement and if so, staff is directed to negotiate said agreement with the applicant for subsequent Board consideration. If your Honorable Board subsequently approves the proposed Agreement, the Applicant and District would then make application for annexation of the subject property to LAFCO. Under the terms of the Annexation Agreement the Applicant, agrees to cover all District costs associated with processing this development project, including the cost of application to LAFCO.

LAFCO staff is unable to provide assurance the Commission will approve annexation to the District. An application to LAFCO and the resultant hearing is the only way this question can be answered absolutely. LAFCO has already approved on such application with conditions (Holloway). District Staff envisions the Commission approving other annexations conditioned on the District meeting or reaching significant milestones in meeting the conditions of approval incorporated in the 2004 SOI update. The LAFCO imposed annexation conditions of approval, which remain outstanding, are summarized as follows (May 20, 2004, SOI/MSR Appendix C):

- Implement a water conservation program that decreases water use by 15% based on per-connection water consumption.
- Complete negotiations for supplemental water.

District Staff is already implementing water conservation measures and the Board has considered formally adopting a water conservation program. The preliminary indication is that the District will succeed in reducing water demand by 15% or more in Water Year 2005-06 as compared to the base year required by LAFCO. The District is also making good progress on its negotiations with the City of Santa Maria and with development of the Waterline Intertie Project.

In regards to this application, the District's Standard Specifications would require the applicant to construct an 8" water line from Hetrick to the Eastern perimeter of the property and then tie that new line into the District's existing 8" main in the Willow Road extension right of way. The applicant would also be responsible for construction of fire hydrants, valves, meters, and appurtenant water facilities at the Intertie locations and along the new main.

RECOMMENDATION

Staff recommends your Honorable Board consider public comment, testimony by the applicant, staff report and presentation, and authorize staff and District negotiation of an annexation agreement with the applicant conditioned upon compliance with the District's Standard Specifications and the Annexation Policy for subsequent Board consideration.

ATTACHMENT

- Application
- Supporting Material
- 2001 Request for Service Board Letter
- Annexation Policy

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\ANNEXATION AGREEMENT ORTIZ.DOC

NIPOMO COMMUNITY SERVICES DISTRICT
REQUEST FOR ANNEXATION
INITIAL LAYOUT PLAN

RECEIVED
AUG 15 2006
NIPOMO COMMUNITY
SERVICES DISTRICT

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

1. Property Owner: Sal & Helen Ortiz
Address: 2631 Marlberry St., Santa Maria 93455
2. Developer: N/A
3. Engineer: John F. Mack
4. Assessor's Parcel Number: 091-301-061
5. Location: 660 Cherokee Place, Nipomo 93444
 - A. Text/Legal Description: Parcel A of Parcel Map CO-73-436 according to the map in Book 15 at page 26 and a portion of Parcel 1 of map CO-72-07 according to Book 8 at Page 92.
 - B. Provide Map (attachments) of a scale that all notes can be easily read
6. General Description of Project: lot split
7. Services Requested from NCSD (types and number of connections):

Water: yes two

Sewer: no

Other (solid waste, lighting, landscaping, drainage, etc.): no
8. Current Zoning (Include map if more than one zone applies): RA
9. Identify any proposed or pending zone changes on the property to be annexed:
N/A

NIPOMO COMMUNITY SERVICES DISTRICT
REQUEST FOR ANNEXATION

10. Maximum number of units based on current zoning: N/A

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): 2

12. If non-residential use, provide information as to number of plumbing fixtures, flows, loading, intended use, etc. (Describe phased construction plan if applicable):

N/A

13. Total acreage of proposed project: 26.66 AC

14. Total acreage of proposed annexation: 26.66 AC

15. If total acreage to be annexed differs from the acreage to be developed, explain the difference:

N/A

16. Status of water resources available on proposed annexation acreage:

A. Quantity - pumping log(s) and date(s): 9/10/2004

B. Quality - quality test(s) and date(s): 9/10/2004

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: non

F. Water resources currently on the site: 3 wells

G. Water resources to be offered in dedication to NCSD: none

NIPOMO COMMUNITY SERVICES DISTRICT
REQUEST FOR ANNEXATION

17. Description of existing and proposed wastewater disposal system:

septic

18. Reason proponents are requesting annexation: in NCSD's overlay zone

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? N/A
- Drainage? N/A
- Solid Waste? N/A
- Landscaping? N/A

21. Other comments:

None

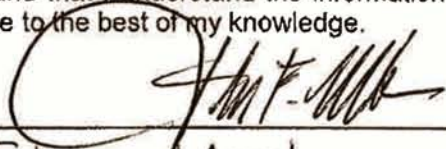
Note:

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:



Full Name:

John Mack

Street Address:

1141 Highland Way, Grover Beach, CA
93433

Mail Address (if different):

Home telephone number:

Work telephone number:

440-8812

FAX number:

474-0213

email address:

johnmackaac@aol.com

T:\DOCUMENTS\LAND DEVELOPMENT\ANNEXATIONS\POLICY\ANNEXATION APPLICATION FORM.DOC

AAC
1141 HIGHLAND WAY (805) 440-8812
GROVER BEACH, CA 93433

7233
90-4121/1222

DATE 3 AUG 06

PAY TO THE ORDER OF Nipomo Community Services District \$ 50⁰⁰

fifty and no/100

DOLLARS  Security features included. Details on back.


SANTA LUCIA BANK
1630 E. Grand Ave.
P.O. Box 1096
Arroyo Grande, CA 93420
Tel. (805) 473-1988

Paula Rennar

MEMO APN 091-301-061

⑆ 122241213⑆ 7233 003 405869⑆

© MAIN STREET CHECKS - TRADITIONAL BLUE

RECEIVED
AUG 15 2006
NIPOMO COMMUNITY
SERVICES DISTRICT

TENTATIVE PARCEL MAP

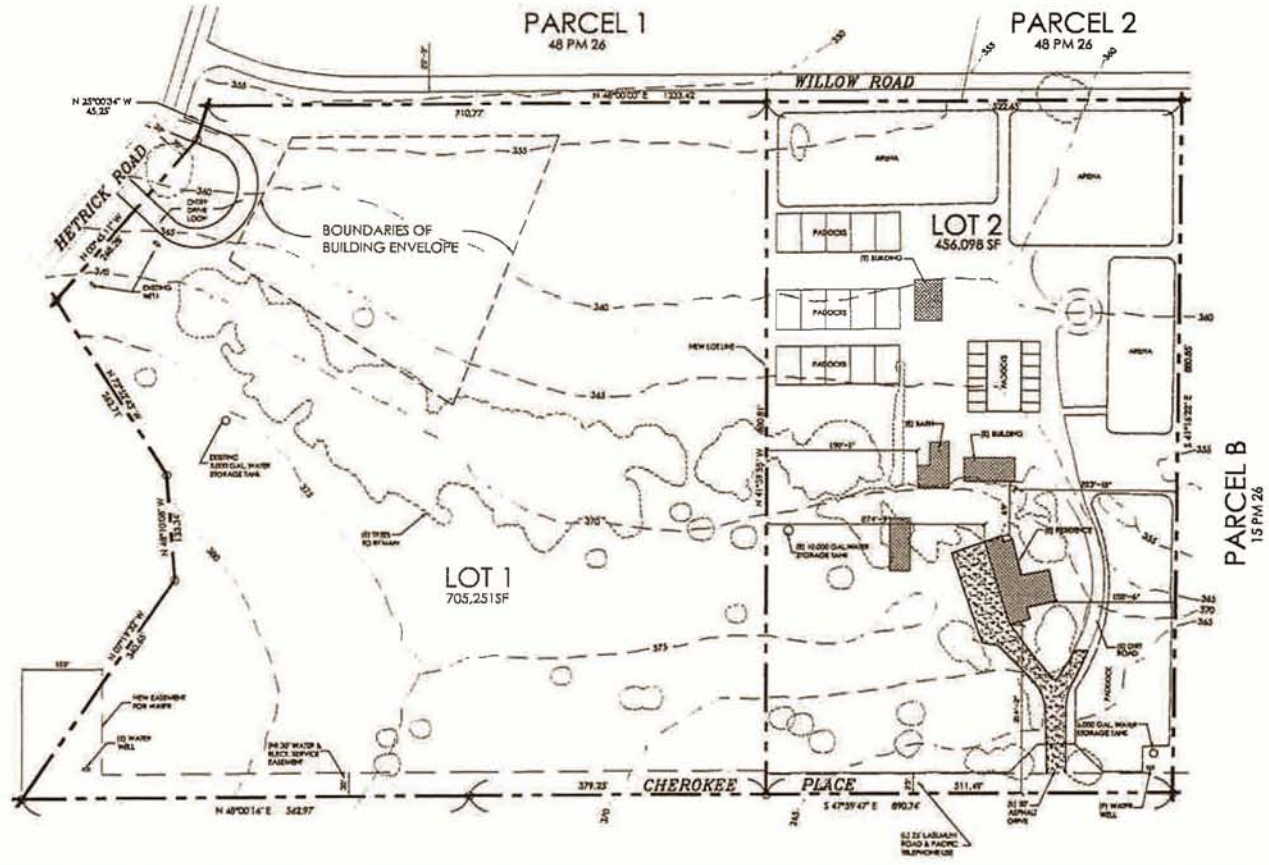
SAN LUIS OBISPO COUNTY
 PARCEL MAP CO 06-0095
 +/- 26.66 ACRES 2 LOTS

PROJECT DATA

OWNER:
 SALVADOR & HELEN S. ORTIZ
 2631 MARLBERRY STREET
 SANTA MARIA, CA 93455

LEGAL DESCRIPTION:
 RHO NIP PTN
 PM 8-92 PAR 1/
 PM 15-26 PAR A
 A.P.N.: 091-301-061
 LOT 1 AREA: 705,251 SF +/- 16.19 AC.
 LOT 2 AREA: 456,098 SF +/- 10.47 AC.

VICINITY MAP

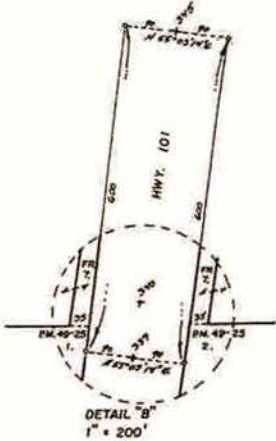
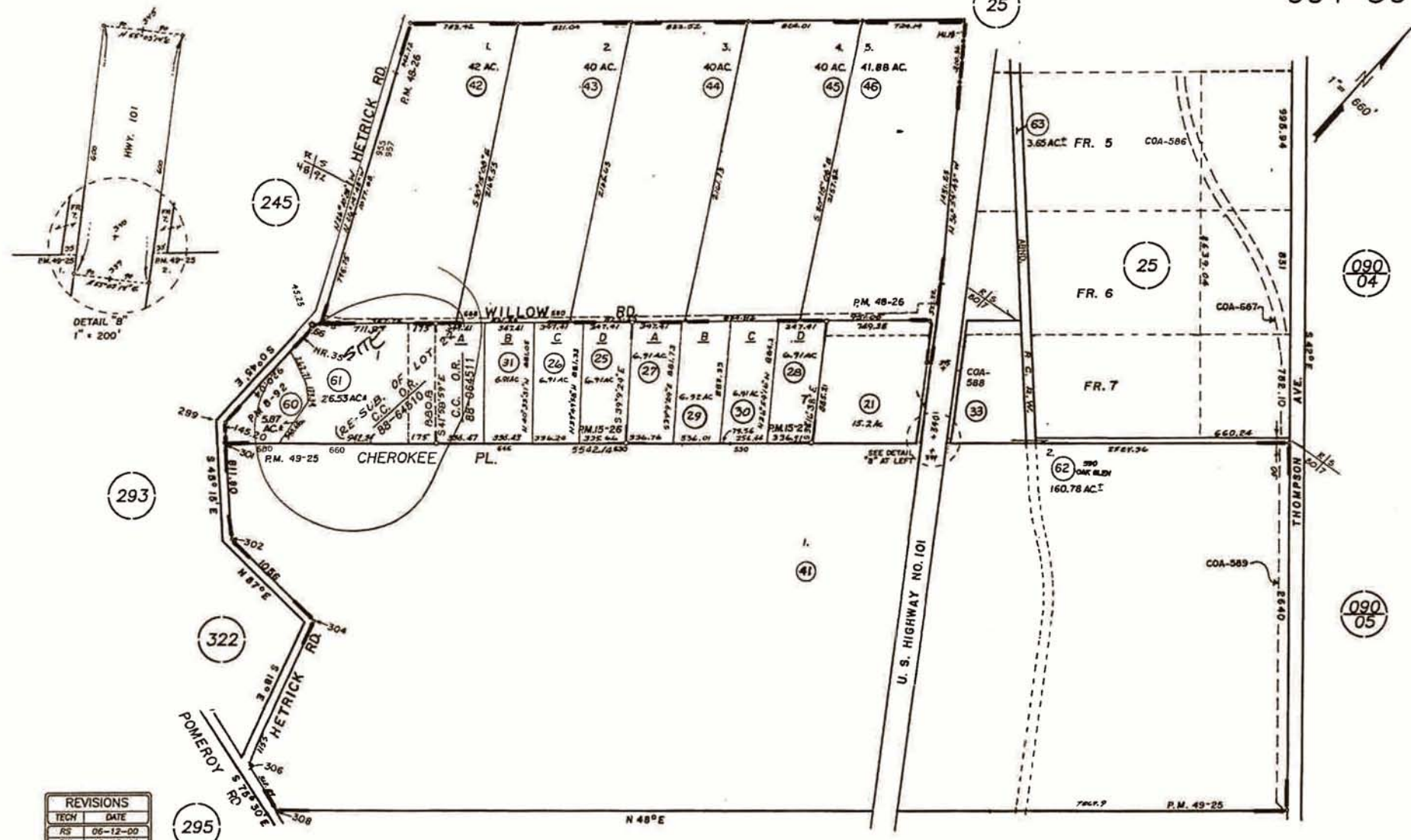


AAC



1141 HIGHLAND WAY
 GROVER BEACH, CA 93433
 custom homes & commercial
 (805) 440-8811 ext
 (805) 474-0213 ext
 (805) 474-0250 fax
 JohnMackAAC@aol.com

25



REVISIONS	
TECH	DATE
RS	06-12-00
DW	10-15-01
ER	03-14-02
JAW	04-11-02
JAW	04-12-02

330 0 660 1320

RS 06-12-00 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

325

NIPOMO RESERVE TRACT, R.M. Bk. A , Pg. 26.

090 15

NIPOMO
ASSESSOR'S MAP COUNTY OF
SAN LUIS OBISPO, CA.
BOOK 091 PAGE 30





Parcel Summary Report For Parcel # 091-301-061

6/19/2006
11:14:26AM

San Luis Obispo County Department of Planning and Building

County Government Center

San Luis Obispo, California 93408

Telephone: (805) 781-5600

Address Information

<u>Status</u>	<u>Address</u>
P	00660 CHEROKEE PL RSC
P	00668 CHEROKEE PL RSC

Lot Information:

Community: RSC

Planning Area: SC

<u>Lot Type</u>	<u>Tract / Twnshp</u>	<u>Block / Range</u>	<u>Section</u>	<u>Lot</u>	<u>Land Use Elements</u>	<u>Lot Flags</u>	<u>Misc</u>
T	COAL94	086	0002	Y	RR	VM	E000226M

People Information

<u>Role</u>	<u>Name and Address</u>	<u>Phone Numbers and Contact info</u>	<u>Notes</u>
OWN	ORTIZ SALVADOR JR 660 CHEROKEE PL NIPOMO CA 93444-9579		
OWN	ORTIZ HELEN		
OWN	ORTIZ HELEN S		

Parcel Information

<u>Status</u>	<u>Description</u>	<u>Notes</u>
Active	RHO NIP PTN PM 8-92 PAR 1 & PM 15-26 PAR A	

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: OCTOBER 18, 2000

AGENDA ITEM
OCT 18 2000



REQUEST FOR SERVICE
OUTSIDE DISTRICT
ORTIZ

ITEM

Request for water service from Salvador and Helen Ortiz, Jr. at 660 Cherokee Place outside the District boundary in Nipomo.

BACKGROUND

The Ortiz' are requesting water service outside the District boundary as a hardship case, pursuant to District Code §3.16.010. At the regular Board meeting on August 16, and again on September 6, 2000, the Board reviewed this item and requested additional information from the property owner's prior to taking action on this matter.

The District may consider water service outside its boundary pursuant to District Code §3.16.010. The Section states the following:

3.16.010

It is the general policy of the district that district water service is limited to parcels within the district boundaries. The district board of directors may authorize water service to parcels outside the district boundaries upon a finding that:

- A. There exists an extreme hardship and there is excess capacity within the district system to serve such parcel; or
- B. There is a benefit to the district or community, such as the applicant providing the district with a water resource.

Evaluation of extreme hardship

A. Evaluation of existing well production

Correspondence was received from Mello & Sons Pump and Motor indicating their analysis of the Ortiz' well production was approx. 1200 gallons per day. (See attached correspondence dated 9-15-00).

B. Land Use

The County was contacted to determine land use in this area. The land use is rural residential which allows 5-20 acre parcels. One house per parcel plus a secondary unit is allowed. The zoning is for light agricultural, which means crop production plus grazing.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: OCTOBER 18, 2000

AGENDA ITEM **D 1**
OCT 18 2000

Presently there are two homes on the approx. 25 acre parcel. Based on the Assessor's Parcel Map, there exists three separate lots within the 25-acre parcel. Theoretically, a single resident plus a secondary resident could be built on each of the three parcels.

C. Estimated Water Use

The water usage for the average, normal, single-family residence in the District is approx. one-half acre foot per year. This is equivalent to approx. 460 gallons per day. Assuming an extreme hardship case, the District would provide water sufficient for an average residential unit within the District boundary. Therefore, 460 gallons per day would be allocated per residence. The Ortiz' have two residences on the property, therefore, the District could allocate 920 gallons per day in an extreme hardship case. Based on the report from Mello & Sons Pump and Motor, the wells on the property presently produce over 1200 gallons per day, therefore this is more than what the District would apply with respect to extreme hardship cases. If the land use is used for crop production and grazing, which has a higher water demand, then the Board would have to make a determination that this land use would be included in the extreme hardship case.

FINDINGS TO BE MADE

If your honorable Board finds that the Ortiz' can comply with the District Code Section 3.16.010, then compliance of the following would be needed before service is provided:

- Enter into an Outside User Agreement
- Obtain approval of the Outside User Agreement from LAFCO
- Applicant to pay LAFCO process fees and District administrative fees
- Retrofit units to create sufficient water supply for the proposed use
- Pay the appropriate District Water Capacity Fees, connection fee, meter fee and account fee

RECOMMENDATION

Staff believes that crop production and grazing does not qualify for an extreme hardship case. Based on the District residential average water use of 460 gallons per day, the four wells on the Ortiz property would produce adequate water supply the two existing residents for normal household use. Therefore, unless additional evidence is presented, staff does not believe that this request meets District Code Section 3.16.010 (A).

C:\W:\Board 2000\Ortiz request-10.DOC

Sal Ortiz
P.O. Box 670
Santa Maria, Ca. 93456

9/15/00

Re: Well Tests At 660 Cherokee Rd. Nipomo Ca.

Conducted well tests on 4 wells. 1 Well was sanded up and not usable. All three of the other wells were very low producers. They would pump for 6 minutes then run out of water, and take 20 minutes to recover and start. All the wells are set up with PUMPTEC's and TIME CLOCKS to start and stop the wells when they run dry. The three wells that produce, total 2.9 gallons per 6 minute then off for 20 minutes, that makes a total of 52 gallon per Hour. That's less than 1 gallon per minute for all three wells or 1248 Gallons in 24 Hours. It looks to have 2 residents homes on property and approx. 18 - 20 acers. That makes it hard to live in this area, and very hard water management to assure water in the homes and no landscaping. As you can see this is a low producing area for all the wells on property.

Well # 1 6" PVC Casing 16.20 Gallons Per HOUR

Well # 2 6" Steel Casing Sanded Up not usable

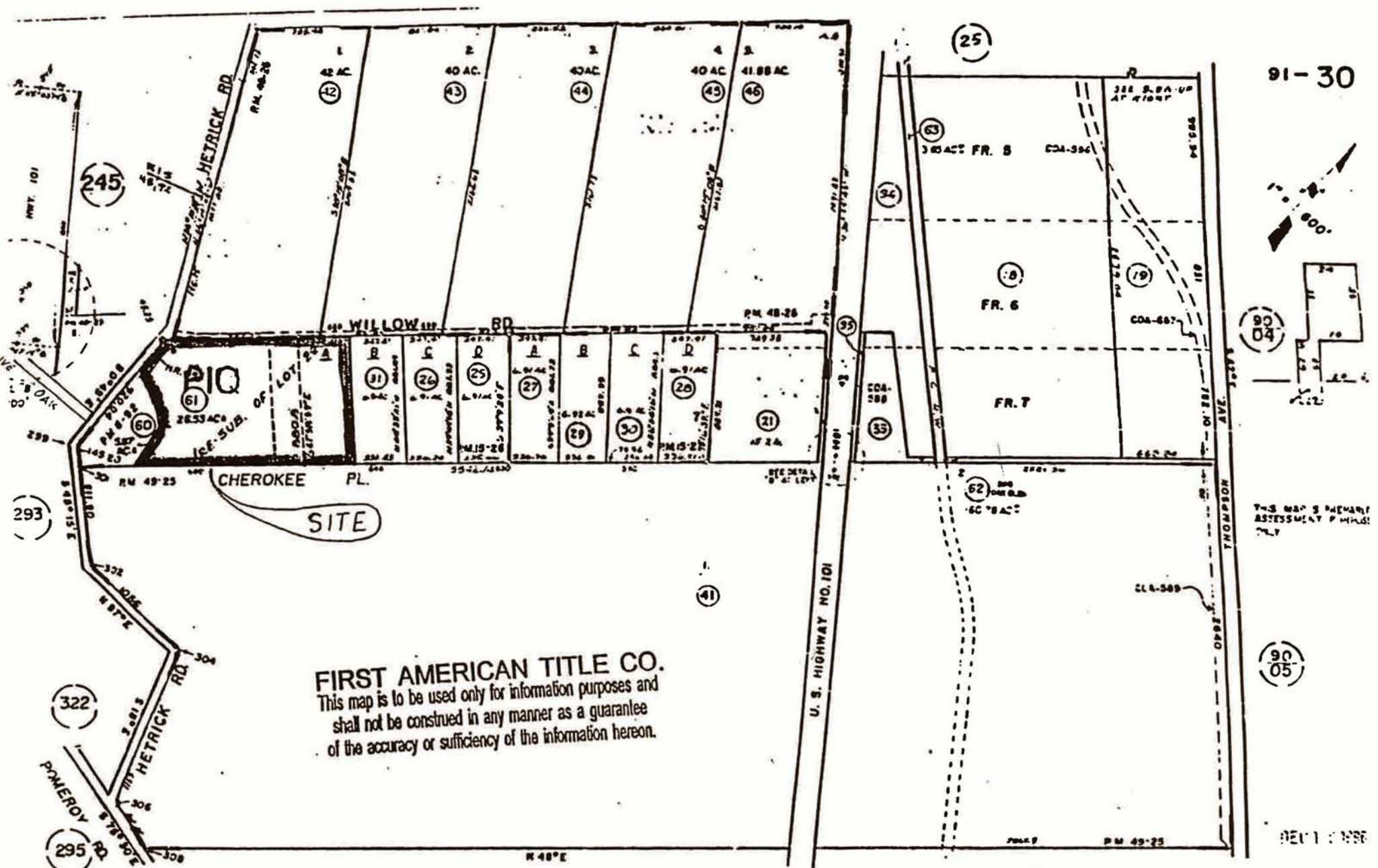
Well # 3 6" Steel Casing 10.80 Gallons Per HOUR

Well # 4 8" Steel Casing 25.20 Gallons Per HOUR

Thank You For Allowing Me To Be Of Assistance In Your Water Needs

Wes Mello / Owner

Mello & Son's Pumps & Motors
481-1286



FIRST AMERICAN TITLE CO.
 This map is to be used only for information purposes and shall not be construed in any manner as a guarantee of the accuracy or sufficiency of the information hereon.

91-30

THIS MAP'S PRIMARY PURPOSE IS TO SHOW THE LOCATION OF THE SITE

90 05

REV. 1-1988

325

90 15

RANCHO NIPOMO
SAN LUIS OBISPO COUNTY
 CALIFORNIA

Dec. 8-3-84 7-4-8 11-1-8
 12-28-88 3-1-8

**POWER OF GOD TRAINING CENTER
660 CHEROKEE PL
NIPOMO, CA 93444
805-929-3633**

The following are the total amount of fixtures on the property.

The property has two dwellings.

The main house has four toilets and three showers

The second house has two toilets and two showers

There are two laundry rooms total

There are six sinks in the main house

Five in the second house

July 9, 2000

NCSD BOARD OF DIRECTORS
DOUGLAS JONES/GEN. MGR.
PO BOX 326
NIPOMO, CA 93444

Dear Board Members:

This letter is addressing the NCSD Board Of Directors for a request of NCSD services based on a hardship status. Specifically our wells have gone dry and have forced us to truck water onto our residence, which has become an added financial hardship.

We would appreciate any assistance you may be able to offer us with our water situation. Thank you for your consideration and time to review our request, as we will patiently wait for your response. Please call at your convenience if you have any further questions.

Residential Information:

Salvador Ortiz Jr. Phone # 929-3633
Helen S. Ortiz
Parcel # CO-73-436
660 Cherokee Place
Nipomo, CA 93444

Sincerely,

SALVADOR ORTIZ JR.

HELEN S. ORTIZ

JUL 14 2000

NIPOMO
SERVICES

POWER OF GOD

TRAINING CENTERS

Reaching Out To Hurting People • A Place that cares about your life!

Helping men, women, youth and parents fight the war on drugs, alcohol and other mood altering chemicals in our inner cities.

Founders / Pastors Sal & Helen Ortiz

July 26, 2000

**To: Douglas Jones, General Manager
Nipomo Community Services District
148 S. Wilson St.
Nipomo, CA 93444**

**From: Power of God Christian Center
DBA/Paradise Oaks Garden
P.O. Box 670
Santa Maria, CA 93454**

Dear Sir,

Per my recent conversation with a member of your staff, I am submitting this letter to inform you of the services our organization is now providing in the local community of Nipomo.

Approximately 13 years ago, in March of 1987, our organization began operating a live-in life-skills program in the city of Santa Maria. Our program is designed to assist individuals in developing essential life skills as well as valuable work ethics. We have experienced much success in both men and women and enabling them to re-enter the work force and become productive members of society.

An essential element of our Vision has always been to purchase a "Ranch" where we might further develop and structure our program. We have recently seen this come to pass in the acquisition of our property located at 660 Cherokee, in the city of Nipomo. It is with great pleasure that we have relocated our facility and broadened the area of our services to the San Luis Obispo County.

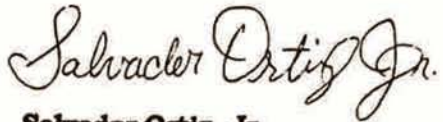
However, we have recently encountered a major set back. It seems that after only a few months, the Well on our property has ceased to provide our facility with the necessary water to operate. We have invested several thousand dollars in seeking a remedy and attempting to fix the problem. It is at the recommendation of various professionals who have attempted to service our Well that we are now coming to you for assistance. We are asking that you consider allowing us to connect to the county water supply and purchase our water from such. We are also requesting that you allow us to do this on a Hardship basis. Our facility currently serves approximately twelve adults and their children. It is vital to the continuance of our program that you grant our request.

HELPING MAKE A DIFFERENCE

1309 Via Del Carmel, Santa Maria, CA 93455 (805) 934-9223

I would like to express my appreciation for your time and consideration in this matter. If you have any questions, please feel free to contact me at (805) 934-0572. Once again, thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Salvador Ortiz, Jr.".

Salvador Ortiz, Jr.
Founder And President

Chapter 3.16**WATER SERVICE OUTSIDE
DISTRICT****Sections:****3.16.010** **When allowed.****3.16.020** **Rates/Conditions.****3.16.010** **When allowed.**

It is the general policy of the district that district water service is limited to parcels within the district boundaries. The district board of directors may authorize water service to parcels outside the district boundaries upon a finding that:

A. There exists an extreme hardship and there is excess capacity within the district system to serve such parcel; or

B. There is a benefit to the district or the community, such as the applicant providing the district with a water resource. (Ord. 98-87 § 22 (part), 1998: Ord. 16 § 2, 1973)

3.16.020 **Rates/Conditions.**

The water usage rates and conditions for district water services outside the district boundaries shall be determined by resolution of the board of directors. (Ord. 98-87 § 22 (part), 1998: Res. 163, 1980)

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2006-981**

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING AND RESTATING THE DISTRICT'S ANNEXATION POLICY**

WHEREAS, the Nipomo Community Services District ("District") last updated its Annexation Policy on or about September 10, 2003 ("Annexation Policy"); and

WHEREAS, the Local Agency Formation Commission ("LAFCO") is charged with the authority to review and approve all requests for sphere of influence, annexations, and other changes in organizations to the District; and

WHEREAS, LAFCO considers CEQA for all proposed annexations and sphere of influence changes and other changes in organizations; and

WHEREAS, on or about May 30, 2004, LAFCO adopted a Sphere of Influence Update ("SOI"), Municipal Service Review ("MSR") for the District. Said Sphere of Influence Update and Municipal Service Review are incorporated herein by this reference; and

WHEREAS, as part of the SOI and Municipal Service Review LAFCO considered and certified an Environmental Impact Report. Said Environmental Impact Report ("EIR") is incorporated herein by this reference; and

WHEREAS, on or about January 25, 2006, the District adopted its Urban Water Management Plan ("UWMP");

WHEREAS, on April 26, 2006, May 8, 2006 and May 24, 2006, the Board held public meetings related to amending the District's current Annexation Policy; and

WHEREAS, the District Board of Directors finds that the policies adopted herein by this Resolution do not conflict with the actions taken by LAFCO as referenced above.

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

1. The amended and restated Annexation Policy, as referenced in Exhibit "A", are hereby approved and adopted.

2. The amended and restated Annexation Policy, Exhibit "A", applies to requests for annexations that have not previously been approved by the District Board of Directors.

3. The Board of Directors finds that the adoption of the amendments to the existing Annexation Policies constitute "general policy and procedure making" described in Section 15378(b)(2) of the CEQA Guidelines which are deemed not to be "projects". Further, and independently, the District Board of Directors finds that the amendments to the Annexation Policy are within the scope of the program EIR adopted by LAFCO within the meaning of CEQA Guideline §§15168 and 15162 and that no new effects could occur as a result of adopting the amendments to the District's current Annexation Policy. The District

NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2006-981

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NIPOMO COMMUNITY SERVICES DISTRICT
AMENDING AND RESTATING THE DISTRICT'S ANNEXATION POLICY

General Manager is authorized to prepare, execute and file a Notice of Exemption pursuant to the above provisions.

4. The above Recitals are true and correct and incorporated herein by reference and that the Staff Report, reference documents, public comment and Recitals constitute further findings in support of this Resolution.

5. If any section, subsection, sentence, clause or phrase in this Resolution and/or the amended Annexation Policy are for any reason held to be unconstitutional, ineffective or in any manner in conflict with the laws of the United States, or the State of California, such decision shall not affect the validity of the remaining portions of this Resolution and/or the amended Annexation Policy. The District Board of Directors hereby declares that it would have passed this Resolution and/or the amended Annexation Policy, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsection, sentence, clause or phrase be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

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

AYES: Directors Eby, Winn, Wirsing, Trotter and Vierheilig
NOES: None
ABSENT: None
CONFLICTS: None

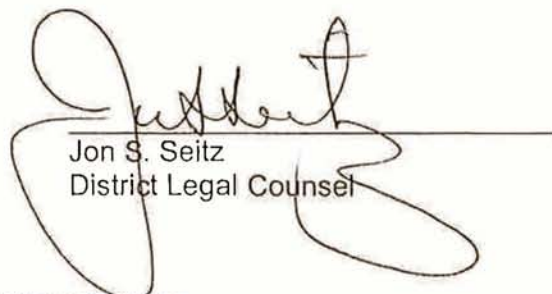
the foregoing resolution is hereby adopted this 24th day of May, 2006.


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

ATTEST:


Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM


Jon S. Seitz
District Legal Counsel

**THE ANNEXATION POLICY OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
EXHIBIT "A" TO RESOLUTION 2006-981**

I. PURPOSE

In order to promote efficient processing of requests for annexation to the Nipomo Community Services District ("District"), this policy sets forth the framework and standards upon which the Board of Directors will consider such requests and provides notice thereof to the owners of the property that is the subject of such requests.

II. INTENT

The Board of Directors intends to review all annexation requests with the aim of supporting the viability of the District in providing essential services. The District must be operated so as best to provide:

Good quality, economical and dependable water, sewerage and other authorized services for the residents of the Nipomo Community Services District.

The District recognizes San Luis Obispo County Department of Planning and Building's, August, 2004, Resource Capacity Study ("Water Supply in the Nipomo Mesa Area") and the recommendations contained therein and the degradation of the water resources within the Nipomo Mesa Management Area and the need for conservation of natural and environmental resources, including local resources, their availability and quality, consistent with the South County General Plan of San Luis Obispo County.

III. GENERAL POLICIES

- A. Annexations shall provide a reliable water source, other than water from the Nipomo Mesa Management Area also known as the Nipomo Mesa Hydrologic Sub Area. A map of the Nipomo Mesa Hydrologic Sub Area is attached hereto as Exhibit "A".
- B. In order to provide for the orderly development of public service facilities, only those properties will be considered for annexation for which the owners are willing to accept all conditions for service required by the Nipomo Community Services District. Further, requests for annexation solely for sewerage services to the exclusion of water service will be rejected by the Board of Directors, except under extraordinary circumstances.
- C. In order to evaluate the impacts of potential annexations upon the Nipomo Community Services District, the Board will only consider annexation requests that include the submittal of a layout plan, that meets the requirement of Section VI, below, and a completed Annexation application. The District reserves the discretion to require additional information from the Applicant.
- D. If the intended development within the proposed area of annexation requires further County approvals (e.g., zoning or subdivision), the District's approval of the annexation may be conditioned upon the owners obtaining such County approvals before the annexation becomes effective.

THE ANNEXATION POLICY OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
EXHIBIT "A" TO RESOLUTION 2006-981

- E. After review of the layout plan and Application, the Board of Directors will consider annexation requests where it can be demonstrated that the benefits of the proposed annexation outweigh the disadvantages of the proposed annexation.
- F. The proposed annexation area boundary shall include all properties that may receive the proposed services to be provided (i.e., use rear property lines rather than streets as boundary lines).
- G. The District is opposed to the formation of homeowners associations or mutual water companies for the operation of water and/or sewer systems in the Nipomo Mesa area.
- H. The applicant shall apply to the Local Agency Formation Commission ("LAFCO") for approval of the proposed annexation.

IV. GENERAL STANDARDS

- A. Non-Agricultural Uses of Groundwater Basin Water Prohibited:
Applicants shall covenant, in a form acceptable to District Legal Counsel, for recording at the San Luis Obispo County Recorder's Office, not to pump from the underlying groundwater basin except for agricultural uses and or open space irrigation.
- B. Prior to final LAFCO approval the District shall adopt and forward to LAFCO a Resolution verifying the following:
 - 1. The Applicant has acquired and dedicated to the District's satisfaction, a volume of supplemental water (from a source acceptable to the District other than Nipomo Mesa Management Area groundwater), equal to that necessary to support full build-out as reflected in the Annexation Application and the Annexation Agreement.
 - 2. The Applicant has complied with the terms and conditions of the Annexation Agreement.
 - 3. That for each connection or potential connection, Applicant has deposited with the District the then current capacity and connection fees and charges for District services.
- C. California Environmental Quality Act.
The Applicant shall be responsible for compliance with the California Environmental Quality Act ("CEQA") as part of the LAFCO approval process.
- D. Water Service:
 - 1. The District will not set water meters for residential and/or commercial service until such time that the dedicated source of supplemental water is delivered to the District and improvements to be dedicated to the District have been dedicated and accepted by the District.

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2. Final capacity and connection fee charges will be determined and owing at the time the water meter(s) are set by the District.

E. Customers of the District:

Subject to subparagraph D, above, upon annexation, residents and commercial users within the area of the proposed annexation shall become "regular customers" of the District, with no greater entitlements to water service than any other District customer.

F. Cluster Developments:

1. The District will only consider annexations of cluster developments that comply with County policy relating to clustering and that include the requirement for ongoing management of the open space parcel(s) for the purposes of:
 - a. Conserving water drawn from the underlying groundwater basin;
 - b. Preventing the accumulation of solid waste, litter, and construction and demolition waste; and
 - c. Preventing the accumulation of weeds and other fire hazards that would create further demand on the District's water resources.
2. A cluster division is to include at least one (1) open space parcel that may be used for one of the allowable residential units, provided that the building site does not exceed six thousand (6,000) square feet and is defined on the recorded map. Otherwise the open space parcel is not to be developed with structural uses other than agriculture accessory buildings. The open space parcel may be used for any one of the following: crop production or range land; historic site, archaeological preserve, wildlife preserve, water storage or recharge area; leach field, scenic area, protection from hazardous areas; public outdoor recreation; or other similar use.
3. The use and restrictions referenced in Paragraphs 1 and 2 above, are to be guaranteed by a "Dedication", approved in writing by the District, as a party to the "Dedication". The Dedication shall be in the form of an open space easement, recordable agreement, dedication of fee, or partial fee title to a public or quasi-public agency.
4. If the open space parcel is designated for crop production or range land, then the Dedication related to water use shall include:
 - a. Water pumped from the groundwater basin will only be used for agricultural purposes consistent with crop production and/or grazing livestock;
 - b. A reference to the ongoing groundwater adjudication shall be identified, along with a statement that Owner acknowledges that Owner is the party subject to limitations imposed by a Court or

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other agency with jurisdiction related to pumping from the underlying groundwater basin; and

- c. That Owner will not transport water from the open space parcel to other parcels that do not share a common boundary and common ownership with the open space parcel. Under no circumstances shall the Owner transport water from the open space parcel to a residential parcel.
5. If the District accepts responsibility for the open space parcel, then Applicant shall form an Assessment District, Special Tax District, or establish an endowment acceptable to District for the purposes of the operation and maintenance of the open space parcel.
6. Applicant shall establish a Homeowners Association for the purposes of assuming obligations in Subparagraph 5 above in the event the District is required to abandon the Assessment District or Special Tax District.

V. ANNEXATION AGREEMENT

All applicants for annexation shall be required to enter into an Annexation Agreement. Said Annexation Agreement shall include the following:

- A. That all infrastructure and service line extensions shall be designed and constructed at no cost to District in accordance with District's standards;
- B. Reimbursement to District for its costs in processing the annexation, including administrative costs, legal costs and engineering costs; and
- C. Payment for all applicable District capacity, meter and connection charges.
- D. Dedication to the District of a volume of supplemental water (from a source acceptable to the District other than Nipomo Mesa Management Area groundwater) equal to that necessary to support full build-out of the annexed lands.
- E. The annexation application, layout plan and the District's then current Annexation Policy shall be incorporated into the Annexation Agreement.
- F. Other terms and conditions as determined by the District.

VI. SUBMITTAL OF ANNEXATION APPLICATION AND LAYOUT PLAN

Prior to consideration by the Board of Directors, Applicants must submit an application to the District, demonstrating that the annexation will conform to these Annexation Policies and submit a layout plan for the proposed area of annexation in sufficient detail for the District to assess the full impact of the annexation on the District's water distribution facilities, sewer service and other services to be provided to the area of annexation by the District.

NIPOMO COMMUNITY SERVICES DISTRICT
REQUEST FOR ANNEXATION
INITIAL LAYOUT PLAN

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

1. Property Owner: _____
Address: _____
2. Developer: _____
3. Engineer: _____
4. Assessor's Parcel Number: _____
5. Location: _____
 - A. Text/Legal Description: _____

 - B. Provide Map (attachments: of a scale that all notes can be easily read)
6. General Description of Project: _____

7. Services Requested from NCSD (types and number of connections):
Water: _____

Sewer: _____
Other (solid waste, lighting, landscaping, drainage, etc.): _____

8. Current Zoning (Include map if more than one zone applies): _____
9. Identify any proposed or pending zone changes on the property to be annexed:

NIPOMO COMMUNITY SERVICES DISTRICT
REQUEST FOR ANNEXATION

10. Maximum number of units based on current zoning: _____
Maximum number of units based on proposed zoning: _____
Maximum number of units based on greatest potential zoning: _____

11. Proposed number of Residential units: (Describe phased construction plan if applicable): _____

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: _____

14. Total acreage of proposed annexation: _____

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): _____

B. Quality - quality test(s) and date(s): _____

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: _____

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:

18. Reason proponents are requesting annexation: _____

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:

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: _____

Full Name: _____

Street Address: _____

Mail Address (if different): _____

Home telephone number: _____

Work telephone number: _____

FAX number: _____

email address: _____

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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

