

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL ~~DB~~
DATE: APRIL 25, 2008

**AGENDA ITEM
E-4
APRIL 30, 2008**

**INTRODUCE ORDINANCE AMENDING MAXIMUM TERM FOR SOLID WASTE
FRANCHISE AGREEMENT FROM 10 YEARS TO 15 YEARS AND SET SECOND
READING FOR MAY 14, 2008**

ITEM

Introduce Ordinance amending maximum term for solid waste franchise agreement from 10 years to 15 years and set second reading for May 14, 2008. [RECOMMEND ADOPTION].

BACKGROUND

In 2001, Nipomo Community Services District established rules and regulations for solid waste collection including franchise agreements by adopting Title 7 of the District Code. Section 7.20.060 of the District Code provides that franchise agreements shall provide for a term which does not exceed ten (10) years.

South County Sanitary Service has requested Nipomo Community Services District consider a fifteen year extension of the franchise agreement. In order for the Board of Directors to consider this request and enter into negotiations, the Ordinance must be modified.

Staff is requesting the Board of Directors to consider amending Section 7.20.60 to all franchise agreements to not exceed fifteen (15) years.

RECOMMENDATION

Staff recommends that your Honorable Board introduce the Ordinance and set the Public Hearing and second reading for May 14, 2008.

ATTACHMENTS

- Ordinance 2008-franchise
- Request from South County Sanitary Service

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**NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE 2008-_____**

**AN ORDINANCE OF THE
NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
AMENDING CHAPTER 7.20 OF TITLE 7 OF THE DISTRICT CODE TO
EXTEND FRANCHISE AGREEMENT TIME LIMITS**

WHEREAS, pursuant to San Luis Obispo County Local Agency Formation Commission (LAFCO) Resolution 2001-02 the Nipomo Community Services District (District) is authorized to provide its residents with the collection and disposal of solid waste and provide solid waste handling services pursuant to Government Code §61100 (c) (formerly §61000 (c)); and

WHEREAS, in 2001 established District wide rules and regulations for solid waste collection including franchise agreements by adopting Title 7 to the District Codes; and

WHEREAS, 7.20.060 of the District Code provides that franchise agreements shall provide for a term which does not exceed ten (10) years; and

WHEREAS, based on the facts and analysis presented by District Staff, the Staff Report, and public testimony received the Board of Directors finds:

- A. The public meeting adopting this Ordinance has been properly noticed pursuant to Government Code §54954.2 (the Brown Act); and
- B. That amending Section 7.20.060 to allow for a longer franchise term is in the best interest of the District and its residents.

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the Nipomo Community Services District as follows:

SECTION 1.

District Code Section 7.20.060, is amended and restated in its entirety as follows:

"The Franchise Agreement shall provide for a term which does not exceed fifteen (15) years."

SECTION 2. Severability

If any section, subsection, sentence, clause or phrase of this Ordinance is 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 Ordinance. The Governing Board of the District hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional, ineffective, or in any manner in conflict with the laws of the United States or the State of California.

NIPOMO COMMUNITY SERVICES DISTRICT
ORDINANCE 2008-_____

AN ORDINANCE OF THE
NIPOMO COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
AMENDING CHAPTER 7.20 OF TITLE 7 OF THE DISTRICT CODE TO
EXTEND FRANCHISE AGREEMENT TIME LIMITS

SECTION 3. Inconsistency

To the extent that the terms of provision of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior District Ordinance(s), Motions, Resolutions, Rules, or Regulations, governing the same subject matter thereof, then such inconsistent and conflicting provisions of prior Ordinances, Motions, Resolutions, Rules, and Regulations are hereby repealed.

SECTION 4. Effective Date

This Ordinance shall take effect and be in full force and effect thirty (30) days after its passage. Before the expiration of fifteen (15) days after passage it shall be published once with the names of the members of the Board of Directors voting for and against the Ordinance in the _____ and the _____.

Introduced at a regular meeting of the District Board of Directors held on _____, 2008 and passed and adopted by the Board of Directors on the _____ day of _____, 2008, by the following roll call vote, to wit:

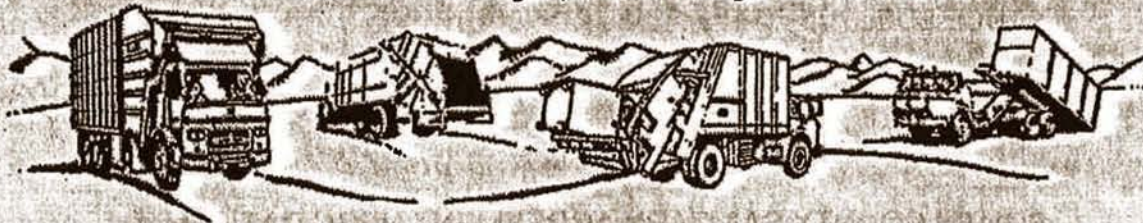
AYES:
NOES:
ABSENT:
CONFLICTS:

Michael Winn, President
Nipomo Community Services District
Board of Directors

ATTEST:

Donna K. Johnson,
Secretary to the Board

South County Sanitary Service



866 West Grand Avenue • Grover Beach, CA 93433
805-489-4246 • 805-489-3534 • 805-489-2104

Nipomo CSD
Bruce Buel
148 South Wilson
Nipomo, CA 93444

February 20, 2008

Dear Bruce,


The franchise agreement between South County Sanitary Service and Nipomo CSD expires in June of 2008. Given that lawyers are involved, we need to get started. There are two significant changes coming that will effect our new agreement.

The first one is the Cold Canyon Landfill expansion. We are down to roughly two and half year's worth of capacity. The expansion project has been filed with the County of San Luis Obispo and the EIR is being prepared. The expansion will provide 30 years of future disposal capacity, an elevated C&D recycling line and an improved public recycling area. We are estimating it will require us to spend a minimum of \$9,000,000 plus county required mitigations. As before, Cold Canyon must borrow the funds and the Bank of America wants proof they will be paid back. They want to see long-term franchises from Cold Canyon's customers so the tonnage is committed.

The second change is the Air Pollution Control District's push to reduce emissions. Our changeover to CNG garbage trucks should provide a large part of the reductions that APCD will set as the goal for Nipomo CSD. We have started this replacement project. However, given the number of remaining diesel trucks and the cost of a CNG truck it will take many years.

The biggest concern for a garbage company is recovering the cost of the various advance expenditures. The longer term we have for recovery, the less impact it has on rate changes. San Luis Garbage has a 15 year franchise agreement with the City of San Luis Obispo. Mission Country Disposal has a 15 year franchise agreement with the Cayucos Sanitary District. I would like to meet with you to discuss a 15 year franchise. That will help keep Nipomo CSD's and South County Sanitary Service's costs to a minimum for the long term. We have requested the same length of term from Arroyo Grande, Pismo Beach, Grover Beach, and Oceano CSD.

Tom Martin, General Manager

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: APRIL 25, 2008

**AGENDA ITEM
E-5
APRIL 30, 2008**

REQUEST TO COORDINATE ANNUAL GREENWASTE CHIPPING EVENT

ITEM

Consider request from SLO Fire Safe Council to coordinate and fund annual Nipomo Greenwaste Chipping Event [RECOMMEND APPROVAL].

BACKGROUND

Attached is a letter from David Mathe of the SLO Fire Safe Council requesting that NCSD assume responsibility for coordinating and funding the Nipomo portion of the annual Greenwaste Chipping Event. Also attached is a promotional flyer from last year's event and a map illustrating the historic chipping areas.

It is staff's understanding that the cost for the Nipomo event is approximately \$20,000 per year and that 67% funding is secured for 2008 and 33% funding is secured for 2009. The Council is requesting that NCSD commit to funding and coordinating the Nipomo event. They will continue to be the fiscal agent and continue to contract with the CCC for the actual project labor.

Greenwaste management is clearly a solid waste fund eligible expense and there are adequate franchise fees available to pay for the program. Event promotion would be the responsibility of the NCSD Water Conservation and Outreach Specialist. Front office staff would register participants and tabulate participant information.

RECOMMENDATION

Staff recommends that your Honorable Board agree to perform the tasks set forth in request; to provide the requested funding; and to include a \$10,000 line item expenditure in the Solid Waste Fund in the FY08-09 Budget. Staff further recommends that the General Manager be directed to respond to the Council and to provide the staff support necessary for program implementation.

ATTACHMENTS

- SLO County Community Fire Safe Council letter
- 2007 Promotional Flyer
- Nipomo Event Map

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April 8, 2008

Mr. Bruce S. Buel
General Manager
Nipomo Community Services District
148 S. Wilson Street
Nipomo, CA. 93444

SUBJECT: Coordination of Annual Nipomo Area Greenwaste Chipping Event

Dear Mr. Buel,

Thank you for your time and hospitality on April 4, 2008 to listen to our proposal regarding transitioning coordination of this event from CAL/FIRE Station 20 to the Nipomo Community Services District.

Grant funding for this project is diminishing. In past years a grant from the San Luis Obispo County Air Pollution Control District funded 30 days of greenwaste chipping. The 2008 funding level will be 20 days with 2009 funded for only 10 days. Funding beyond 2009 is not expected.

The Fire Safe Council will continue to be the fiscal agent for the grant funding. As such the Fire Safe Council will contract with the Civilian Conservation Corps for the project labor. We will liaison with the Nipomo Community Services District and the CCC in scheduling of crews along with routing the crews in the most efficient manner.

For your consideration the Fire Safe Council would like the Nipomo Community Services District to consider the following to assist with this project:

- Advertise the event.
- Collect and tabulate the Flyer participant information.
- Place Banners in strategic locations in Nipomo.
- Register homeowner participants.

CAL/FIRE Captain Felix Camacho has volunteered to assist your staff with this project.

Thank you for your consideration.

Sincerely,

David L. Mathe
San Luis Obispo County Community Fire Safe Council, Inc.
Business Manager

Please note new mailing address: P.O. Box 827, Nipomo, CA. 93444



**AIR POLLUTION
CONTROL DISTRICT**
COUNTY OF SAN LUIS OBISPO

FIRE SAFE / CDF GREEN WASTE CHIPPING EVENT

- WHAT:** The Fire Safe Council, with the assistance of the California Department of Forestry (CDF) and the Air Pollution Control District, is conducting the annual **FREE** Spring chipping event to be held throughout the Nipomo area. As we approach the fire season, chipping is a great way to clear your yard of potential fire hazards. Disposing green waste without burning also preserves our air quality. Plus, you can use the leftover chips in your landscaping!
- WHERE:** The event will cover all of Nipomo including the Nipomo/Arroyo Grande Mesa. The area will be divided into 3 zones and chipped throughout the multi-week schedule. **(See map on the back)**
- WHEN:** Chipping will be conducted on week days -**VERIFY**. Dates are **Zone 1: May 8 - 21; Zone 2: May 29 – June 11 & Zone 3: June 19 - July 2**. Have your pile ready by the start date for your zone.
- HOW:** Sign up to reserve your spot. Fill out the attached form and drop it off at one of the locations listed at the bottom of the form. **Sign-up forms will be accepted until May 1st for Zone 1; May 22nd for Zone 2 & June 12th for Zone 3.**

VERY IMPORTANT - HOW TO PREPARE FOR THE CHIPPING EVENT:

- Material to be chipped must be clean yard waste only (tree limbs, brush, etc.) – no metal, nails, barbwire, garbage, rocks, etc.
- Not allowed: grass, vines, bark, piles of leaves, juniper bushes and other light non-chippable material; processed lumber and other non-vegetation material
- Branches can not be thicker than 6 inches in diameter
- Piles can not be greater than 1 ton (approximately 15 ft. wide x 15 ft. long x 5 ft. high)
- **All material must be piled near the curb on the start day for the event in your zone.**

Questions? Call 929-3911



FIRE SAFE / GREEN WASTE CHIPPING EVENT

Name: _____

Address: _____

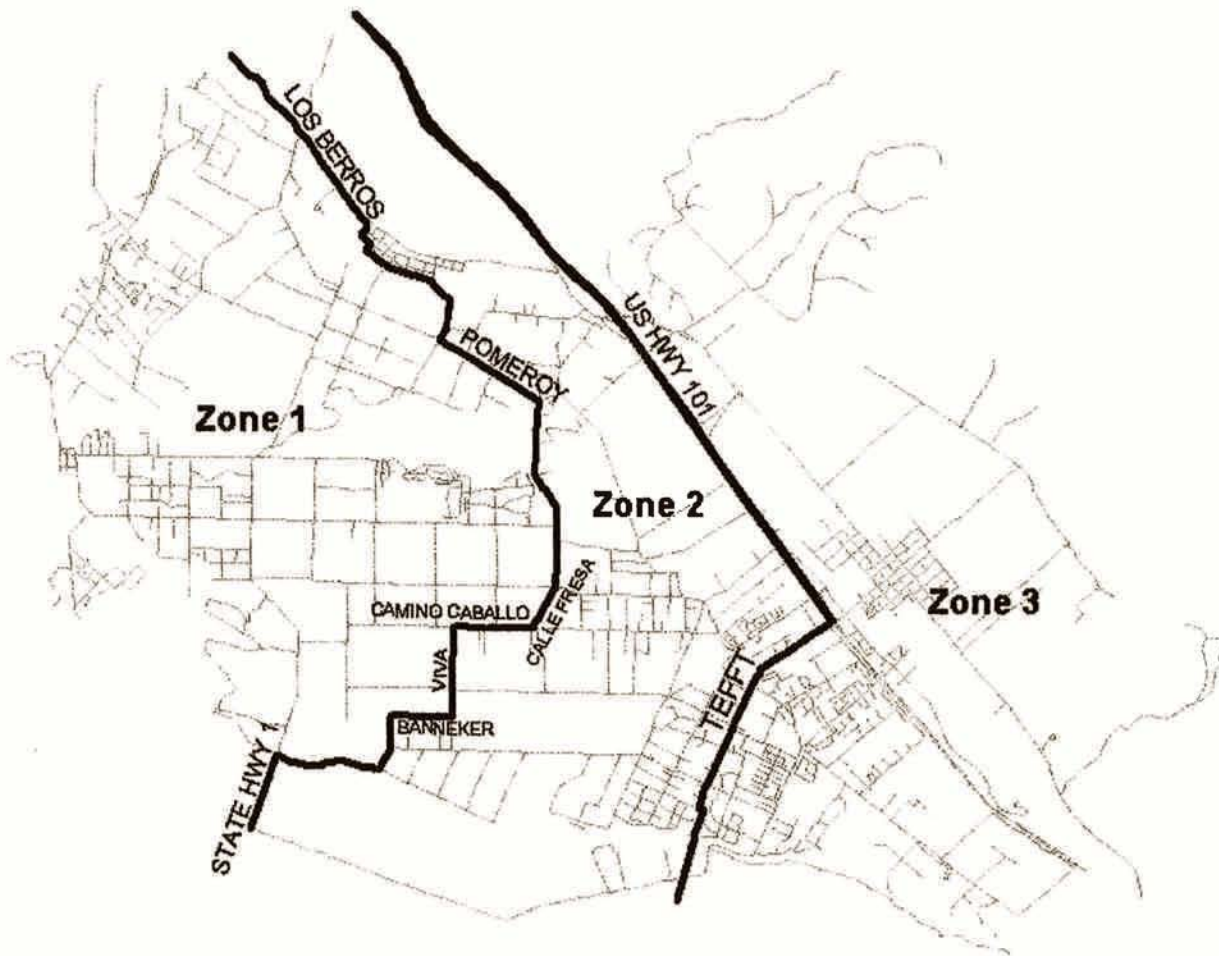
Phone: _____ Nearest Cross Street: _____

Estimate of the size of your green waste pile (length x width x height): _____ ft x _____ ft x _____ ft

Estimate the number of hours to create green waste pile _____ Hours

To reserve your spot, take this form to: Nipomo CDF Station 450 Pioneer Ave. -OR- Mesa CDF Station 2391 Willow Rd.
-OR- mail it to the Nipomo CDF Station 450 Pioneer Ave., Nipomo, CA 93444

Forms must be received before the deadlines listed above.



All Los Berros Road and Pomeroy Road addresses are in Zone 2.
All Tefft Street addresses are in Zone 3.

Chipping dates for each zone are:

ZONE 1: May 8 - May 21
ZONE 2: May 29 - June 11
ZONE 3: June 19 - July 2

Have your pile prepared and at the curbside by the start date for
your zone.

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