


TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: JANUARY 9, 2009

**AGENDA ITEM
E-4
JANUARY 14, 2009**

REVIEW TECHNICAL MEMORANDUM RE UNUSED GROUNDWATER STORAGE

ITEM

Review and discuss Technical Memorandum regarding unused groundwater storage below sea level [Provide Policy Guidance]

BACKGROUND

Attached is a copy of SAIC's 12/19/08 Technical Memorandum entitled "Available Groundwater Storage below sea level", in response to the request tendered by the Board on December 10, 2008. The Technical Memorandum suggests that the volume of unused storage volume has increased in the fall over the past two years, but that the Fall 2008 reading is still lower than the 1991 reading.

The NMMA Technical Group has not reviewed this Technical Memorandum.

FISCAL IMPACT

Preparation of the Technical Memorandum cost NCSD approximately \$1,000.

RECOMMENDATION

Staff recommends that the Board discuss the Technical Memorandum and provide policy guidance.

ATTACHMENTS

- Technical Memorandum

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TECHNICAL MEMORANDUM

TO: Bruce Buel, General Manager, Nipomo Community Services District
FROM: Joel Degner, Brad Newton, Ph.D
RE: Available Groundwater Storage Below Sea Level
DATE: December 19, 2008

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1 **INTRODUCTION**

2 Groundwater surface elevations (GSE) underlying the Nipomo Mesa are regularly
3 measured at many places (wells) across the mesa. At times the GSE may be below sea level.
4 Presented herein is the available groundwater storage below mean sea level. Limited
5 measurements of GSE were available for the years 1982, 1983, 1984, 1994 and 1997, thus
6 precluding a reliable estimate of available storage below mean sea level for those years.

7 **RESULTS**

8 The estimated available groundwater storage below sea level in Spring and Fall from
9 1975 to 2008 varies annually and ranges from zero to 4,000 acre-feet (AF) (Figure 1, Table 1).

10 **METHODOLOGY**

11 The annual estimates of available storage below sea level are based on GSE
12 measurements regularly made by San Luis Obispo County Department of Public Works (SLO
13 DPW), NCSD, USGS, and Woodlands. The integration of GSE data is accomplished by using
14 computer software to interpolate between measurements and calculate available storage below
15 sea level within the principal production aquifer assuming an unconfined aquifer and a specific
16 yield of 11.7 percent. Limited measurements of GSE were available for the years 1982, 1983,
17 1984, 1994 and 1997, precluding a reliable estimate of available storage below sea level for those
18 years.

19 The amount of available storage below sea level under the Nipomo Mesa was computed
20 by multiplying the un-saturated volume below sea level with the aerially weighted specific
21 yield of 11.7 percent (DWR, 2002). The amount of available storage below sea level under the
22 Nipomo Mesa was constrained to the boundary determined in Phase III of the trial.

23 **REFERENCES**

24 Department of Water Resources (DWR). 2002. Water Resources of the Arroyo Grande -
25 Nipomo Mesa Area, Southern District Report.

w:\ncsd (9103 9235 5935)\tasks\general consultation - 9103\activities\tr15 available gws below sea level\supporting docs\20081219 available groundwater storage below sea level.docx

Figure 1

Available Storage Below Sea Level Phase III Boundary

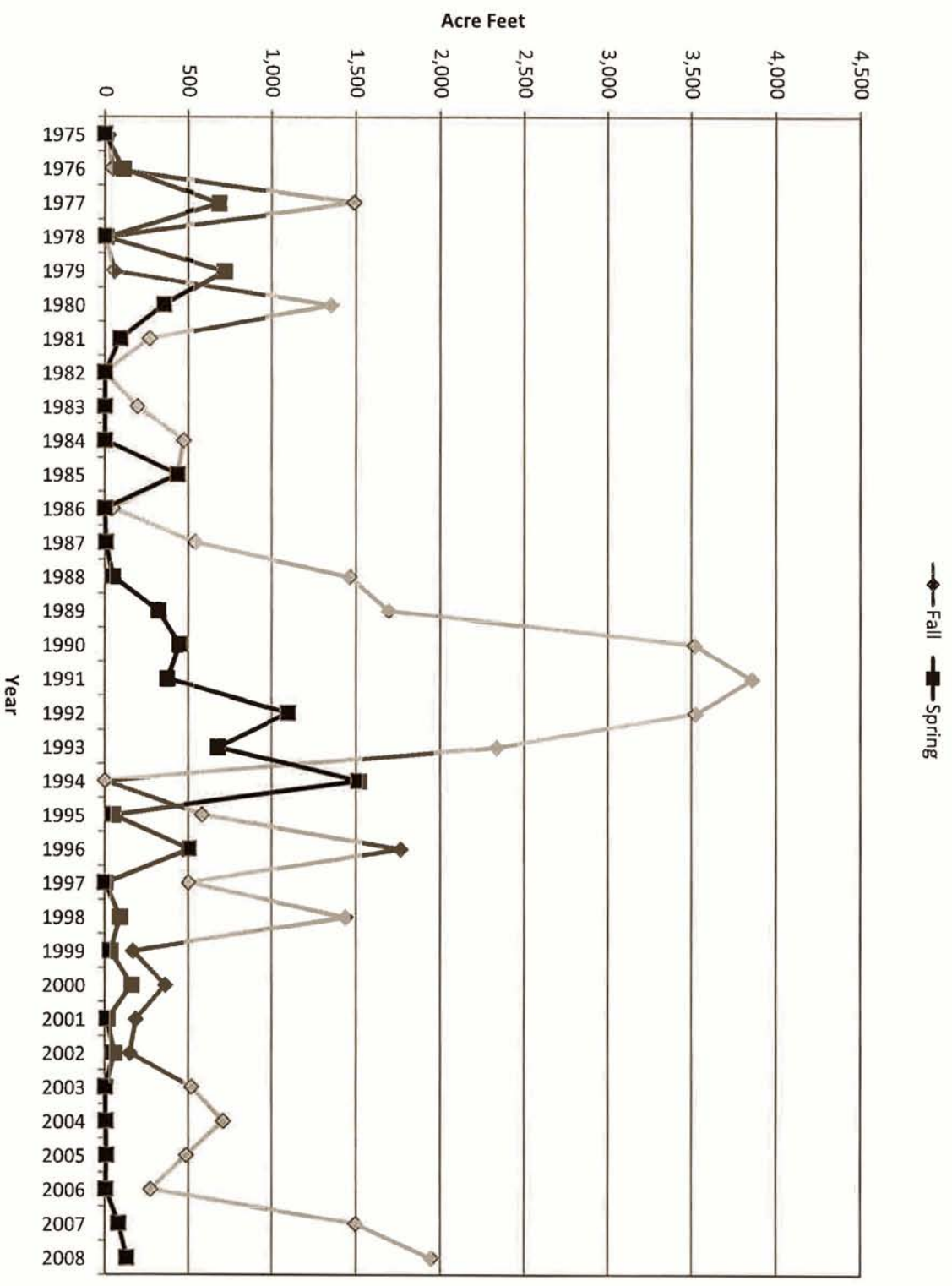


Table 1

**Spring and Fall
Available Storage below Mean Sea Level
for Phase III Boundary**

Year	Spring Available Storage Below Sea Level (AF)	Number of Wells	Fall Available Storage Below Sea Level (AF)	Number of Wells
1975	0	54	18	54
1976	107	45	43	65
1977	684	59	1,489	63
1978	5	62	-	35
1979	715	57	55	63
1980	354	55	1,352	46
1981	92	46	267	47
1982	1	42	-	31
1983	-	35	194	42
1984	-	14	473	37
1985	436	37	436	41
1986	1	51	47	51
1987	6	48	542	52
1988	46	51	1,462	49
1989	316	47	1,696	57
1990	445	55	3,519	53
1991	371	52	3,861	54
1992	1,096	52	3,525	48
1993	675	54	2,336	61
1994	1,516	54	-	36
1995	48	35	583	52
1996	503	45	1,763	57
1997	-	20	499	48
1998	87	41	1,438	44
1999	30	56	163	49
2000	155	44	358	41
2001	11	43	181	35
2002	53	29	146	41
2003	2	37	519	42
2004	5	42	710	35
2005	9	38	487	39
2006	4	44	272	41
2007	81	44	1,498	42
2008	129	43	1,945	42

---: insufficient for evaluation

Year	Volume (m ³)	Volume (AF)	Specific Yield	Available Storage Below Sea Level (AF)
Spring 1975	-	-	0.117	-
Spring 1976	(1,126,276)	(913.1)	0.117	(107)
Spring 1977	(7,212,740)	(5,847.5)	0.117	(684)
Spring 1978	(56,776)	(46.0)	0.117	(5)
Spring 1979	(7,535,805)	(6,109.4)	0.117	(715)
Spring 1980	(3,737,135)	(3,029.7)	0.117	(354)
Spring 1981	(972,617)	(788.5)	0.117	(92)
Spring 1982	(8,661)	(7.0)	0.117	(1)
Spring 1983	(102,322)	(83.0)	0.117	(10)
Spring 1984	-	-	0.117	-
Spring 1985	(4,599,761)	(3,729.1)	0.117	(436)
Spring 1986	(5,811)	(4.7)	0.117	(1)
Spring 1987	(67,254)	(54.5)	0.117	(6)
Spring 1988	(485,249)	(393.4)	0.117	(46)
Spring 1989	(3,335,068)	(2,703.8)	0.117	(316)
Spring 1990	(4,695,166)	(3,806.4)	0.117	(445)
Spring 1991	(3,909,647)	(3,169.6)	0.117	(371)
Spring 1992	(11,556,578)	(9,369.1)	0.117	(1,096)
Spring 1993	(7,114,886)	(5,768.1)	0.117	(675)
Spring 1994	(15,981,813)	(12,956.7)	0.117	(1,516)
Spring 1995	(501,110)	(406.3)	0.117	(48)
Spring 1996	(5,306,533)	(4,302.1)	0.117	(503)
Spring 1997	(21,506,335)	(17,435.5)	0.117	(2,040)
Spring 1998	(914,353)	(741.3)	0.117	(87)
Spring 1999	(317,720)	(257.6)	0.117	(30)

Alternate Methodology from 2000-2007: Use data only for April and only from the Master List of Monito

Spring 2000	(1,639,075)	(1,328.8)	0.117	(155)
Spring 2001	(120,369)	(97.6)	0.117	(11)
Spring 2002	(563,894)	(457.2)	0.117	(53)
Spring 2003	(18,351)	(14.9)	0.117	(2)
Spring 2004	(54,867)	(44.5)	0.117	(5)
Spring 2005	(90,877)	(73.7)	0.117	(9)
Spring 2006	(39,333)	(31.9)	0.117	(4)
Spring 2007	(851,372)	(690.2)	0.117	(81)
Spring 2008	(1,359,634)	(1,102.3)	0.117	(129)

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JANUARY 8, 2009

**AGENDA ITEM
E-5
JANUARY 14, 2009**

**WILLOW ROAD WATERLINE EXTENSION PROJECT PHASE 1
REIMBURSEMENT AGREEMENT WITH SAN LUIS OBISPO COUNTY**

ITEM

Approve reimbursement agreement with San Luis Obispo County for Construction of Willow Road Waterline Extension Project Phase 1 [RECOMMEND APPROVAL].

BACKGROUND

San Luis Obispo County is planning to extend Willow Road from Pomeroy Road to Hetrick Road early next year. The District's 2007 Water and Sewer Master Plan Update recommended the construction of a 12 inch diameter waterline in this segment of roadway. Installation of the District's waterline concurrent with the County's roadway project is more cost-effective than installing the line in the future since the water line can be installed before the roadway is paved. The County is finalizing the design for the roadway and the District is developing a design for the waterline so that the projects can be bid concurrently.

Staff has negotiated the attached agreement to incorporate the construction of the District's proposed waterline into the County's project. Under the terms of the proposed agreement, the District will be responsible for design of the waterline, inspection of the waterline, direct construction cost of the waterline and reimbursing the County for all reasonable administrative costs incurred by the County for the preparation of contract documents, bidding and/or construction phase related to the waterline work. In exchange, the County will bid and construct the District's waterline work as part of the County's project. Staff anticipates this approach to the project will result in a total overall project cost that will be significantly less than if the District was to construct the project separate from the County's roadway project.

FISCAL IMPACT

The FY08-09 Budget includes \$150,000 in the Town Water Capacity Charge Fund (Fund #700) for the design of the Willow Road Waterline Extension Project Phase 1. The engineer's cost estimate based on the 50% complete design submittal is approximately \$900,000 and will be updated once the design is finalized. The County's administrative cost is estimated to be approximately \$180,000. Thus, the total amount due to the County for construction is anticipated to be approximately \$1,080,000 and is subject to change based on the engineer's estimate for the 100% complete plans. If the District Board approves the reimbursement agreement with the County, a budget adjustment will be required in the FY08-09 budget at a future Board meeting to fund the construction of the project.

RECOMMENDATION

Staff recommends that your Honorable Board approve Resolution 2009-XXXX Approving A Reimbursement Agreement with San Luis Obispo County for Construction of the Willow Road Phase 1 Waterline Extension.

ATTACHMENTS

- Resolution 2009-XXXX Reimbursement Agreement with SLO County for Willow Road Waterline
- Reimbursement Agreement for Willow Road Waterline Extension

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NIPOMO COMMUNITY SERVICES DISTRICT
APPROVING A REIMBURSEMENT AGREEMENT WITH SAN LUIS OBISPO COUNTY
FOR CONSTRUCTION OF WILLOW ROAD PHASE 1 WATERLINE EXTENSION**

WHEREAS, the County of San Luis Obispo is preparing to construct Phase 1 of the Willow Road Extension Project in Nipomo; and

WHEREAS, the District desires to have certain District waterlines and appurtenances constructed within the physical boundaries of the County's project; and

WHEREAS, the District desires to have the construction of said District waterline work incorporated into the County's project; and

WHEREAS, the District agrees to reimburse the County for all reasonable costs incurred by the County relating to the District's waterline work.

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

The President of the Board is authorized to sign the attached Reimbursement Agreement for Construction of a Water Transmission Pipeline within Willow Road.

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

AYES:
NOES:
ABSENT:
ABSTAINING:

the foregoing Resolution is hereby adopted this 14th day of January, 2009.

James Harrison, President
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

Donna K. Johnson
Secretary to the Board

Jon S. Seitz
General Counsel

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REIMBURSEMENT AGREEMENT
For Construction of a Water Transmission Pipeline
Within Willow Road - Nipomo, California

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and effective this _____ day of _____, 2008, by and between the **NIPOMO COMMUNITY SERVICES DISTRICT**, a community services district, hereinafter referred to as "District," and the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the County is preparing to construct Phase 1 of the Willow Road Extension Project in Nipomo, California (hereinafter referred to as "Willow Road Improvements"); and

WHEREAS, the District desires to have certain District water transmission pipelines and appurtenances (hereinafter collectively referred to as "District Facilities") constructed within the physical boundaries of the Willow Road Improvements; and

WHEREAS, the District desires to have the construction of said District Facilities (hereinafter referred to as the "Water Line Work") incorporated into the County's Willow Road Improvements, according to the terms of this Agreement, so that the Water Line Work can be included as a Bid Alternative in the Willow Road Improvements bid package; and

WHEREAS, the District agrees to reimburse the County for all reasonable costs incurred by the County relating to the Water Line Work, including, but not limited to, costs related to the preparation of contract documents, bidding, and/or construction phases; and

WHEREAS, the parties agree to coordinate the Water Line Work with the Willow Road Improvements pursuant to the terms of the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

A. Recitals

The above recitals are incorporated herein by reference as though fully set forth herein.

B. Design and Award of Water Line Work

1. District agrees that it will satisfy all requirements of the California Environmental Quality Act and Public Contract Codes with respect to the Water Line Work.

2. District is solely responsible for the design of the Water Line Work and all District Facilities related thereto. District is responsible for the accuracy and completeness of all documents and information submitted to the County relating to the design, construction or requirements of the Water Line Work. The County assumes no responsibility for the accuracy or completeness of any documents or information submitted by the District relating to the design, construction or requirements of the Water Line Work.

3. The County will provide the District with the electronic files of the final design for the Willow Road Improvements. The District shall prepare its plans and specifications for the Water Line Work in a manner that is compatible with the County's bid package for the Willow Road Improvements so that said plans and specifications can be easily incorporated into the said bid package. By submitting its final plans and specifications for the Water Line Work to the County, the District hereby verifies that the electronic files it has received from the County for the Willow Road Improvements are adequate to allow the District to so prepare its plans and specifications.

4. District shall submit 30%, 50%, 95%, and final construction plans and specifications for the Water Line Work to County. Any special conditions the District desires to be included in the Willow Road Improvements' bid package shall be included with the 50%, 95%, and final submittals. Each submittal subsequent to the 30% submittal shall contain four (4) plan sets, specifications and cost estimates. Within 30 calendar days of the District's receipt of the County's electronic file of its final plans for the Willow Road Improvements, the District shall submit final plans and specifications for the Water line Work, the engineers final cost estimate, and a deposit equal to 30% of the engineer's cost estimate of Water Line Work. If the final plans, specifications, cost estimate, and 30% deposit for the Water Line Work are not received in a timely manner by the County, the County is not obliged to include the Water Line Work in the Willow Road Improvements bid package, and the Water Line Work will not be part of the Willow Road Improvements.

5. The District and the County shall agree on the reasonableness of the engineer's cost estimate for the Bid Alternative, before the Willow Road Improvements are advertised for bidding. The District shall deposit a sum equal to 90% of the engineer's cost estimate with the County, within 10 calendar days of the County's

notification to the District that the County's staff is ready to advertise the bid package with the Water Line Work as a Bid Alternative. Once the District pays said deposit (the accumulated sum of the deposit is 120% of the agreed engineer's cost estimate), County staff will seek County Board approval to advertise the bid package.

6. If said deposits and the final plans, specifications, and cost estimate for the Water Line Work are timely received by the County, the County will add the final Water Line Work plans and specifications to the Willow Road Improvements as a Bid Alternative. The parties agree that the County shall accept the bid amount for the Water Line Work submitted by the responsible contractor selected by the County as long as the Water Line Work bid is no more than twenty percent (20%) over the agreed engineer's cost estimate.

7. In the event the bid alternative is more than 20% over the agreed engineer's cost estimate, the District shall have 20 calendar days to notify the County of the District's desire to still proceed with the Water Line Work and have the County accept the bid alternative. If the County does not receive such written notification within 20 calendar days of bid opening, the District will have been deemed to reject the bid alternative exceeding 20% of the agreed engineer's cost estimate, and all District deposits shall be promptly returned. If the District so refuses said bid for the Water Line Work, the County will not select the alternate bid, the Water Line Work will not be included as part of the Willow Road Improvements and the District will not be allowed to construct the water line within the Willow Road Improvements pavement area for ten (10) years.

C. Construction of Water Line Work

1. The parties acknowledge that the County shall not be responsible for inspecting the Water Line Work, including but not limited to, any testing of District Facilities pursuant to the Water Line Work. As between the District and the County, the District shall be solely responsible for any and all such inspections of the Water Line Work. On the other hand, the parties acknowledge that the District shall not be responsible for inspecting the road work portion of the Willow Road Improvements. As between the District and the County, the County shall be solely responsible for any and all such inspections of the road construction work.

2. County will forward any Request for Information ("RFI") it receives from the construction contractor pertaining to the Water Line Work to the District, and the District shall be obliged to provide a timely response to the County regarding the RFI. Any change orders for the Water Line Work will be subject to the District engineer's approval, which shall not be unreasonably withheld.

3. District shall provide, in a timely manner, all inspections necessary to verify that the Water Line Work is constructed in conformance with the Construction Contract. The District shall coordinate any such inspections with the construction contractor, and shall have access to the job site to inspect the construction and testing of the Water Line Work. The District acknowledges that the construction contractor is responsible for the safety of the job site, and the District shall hold the County harmless of any claim arising from any injury to District property or personnel which may occur on

the job site. Similarly, if an independent consultant or contractor of the District suffers any injury to person or property while on the job site, the District shall defend and indemnify the County from any and all such claims related thereto unless a direct act of negligence of a County employee, at the job site, caused the injury.

4. The District shall immediately report to the County any substandard work or materials discovered by the District related to the Water Line Work that is not in compliance with the construction contract. If the County receives such a timely report from the District, the County shall direct the construction contractor to repair or replace any such materials or work which the County agrees is substandard or defective. The parties acknowledge that no inspection performed by the District under this Agreement shall relieve the construction contractor of its obligation to perform the Water Line Work in accordance with the Construction Contract. The District acknowledges that any claim by the construction contractor resulting from an act or omission by the District, including, but not limited to, a District caused delay, will be passed through to the District for payment.

5. The County shall pay the construction contractor pursuant to Section 9 of the Caltrans Standard Specifications (dated May 2006), as modified by the County's construction contract. The County shall consult with the District's designated representative regarding Water Line Work eligible for payment to the construction contractor. The County shall provide the District with a copy of all partial payment estimates, prepared by the County, regarding the Water Line Work. The District will notify the County of any improper payment items in the partial payment estimate regarding the Water Line Work within 5 days of receipt of the partial pay estimate.

6. Upon completion of the Willow Road Improvements and the Water Line Work (as defined by the earliest "Completion" date under Public Contract Code Section 7107(c)), the District shall automatically assume full, complete, and sole ownership and control over the District Facilities installed as part of the Water Line Work, and shall be solely responsible for the maintenance of said facilities. The District shall provide the County with as-built drawings of the completed Water Line Work, together with a copy of the specifications, records of tests and inspections, and any contract documents used for the construction of the Water Line Work. These documents shall be delivered to the County within 60 days of completion of the Water Line Work.

7. The County's Construction Contract shall require that the District, its directors, officers, and employees be named as additional insured's for the Water Line Work under the general liability and automobile insurance policies of the construction contractor. If these additional insurance provisions increase the cost of the Construction Contract, the District will reimburse the County for these costs.

8. The Construction Contract shall require the construction contractor to defend, indemnify, and save harmless the District, its directors, officers, and employees in the same manner as the County under the Construction Contract. The District will reimburse the County for any additional costs added to the Construction Contract by such provisions.

9. The Construction Contract shall require the construction contractor to provide a warranty or maintenance bond to the District. The requirements and form of

this bond will be provided by the District with the final Water Line Work plan submitted to the County. The District shall reimburse the County for any additional costs incurred by the County, relating to the provisions of said bond.

10. District shall own, operate, and maintain all potable water facilities constructed as part of the Willow Road Improvements. District will apply for an encroachment permit from County to construct, operate, and be responsible for District facilities within the County right of way. District will be responsible for all general provisions of the encroachment permit, and the County agrees to issue the District said encroachment permit upon completion of the Willow Road Improvements.

11. Notwithstanding the provisions of paragraph B(7) above, the parties agree that, if the Water Line Work is not included in the County's Willow Road Improvements as a bid alternative, and thereafter the District constructs the Water Line Work in an alternative alignment (within the unpaved portion of the Willow Road right of way), the parties agree that the District is allowed to cut into the County roadway at the intersections of Willow Road at Misty Glenn, Willow Road at Pomeroy Road, and Willow Road at Hetrick Road for the limited purposes of connecting the Water Line Work to District's existing facilities. The District shall pay all applicable Trench Cut Fees that are in place at that time. In the event the District cuts the pavement at the intersections within 5 years from the completion of the Willow Road Improvements, the District will grind the intersection to a depth of 0.2' and repave the entire intersection.

D. District Reimbursement of County Costs

1. District shall reimburse the County for 100% of all costs incurred by the County, relating to the construction of the Water Line Work. General Willow Road Improvement administration costs, including, but not limited to costs relating to reviewing and assembling the bid package, advertising and evaluating bids, award of contract, environmental compliance and mitigation, processing payments to the construction contractor, construction support, and contract administration shall be shared between the District and the County on a pro rata basis based upon the actual bid amount for the Water Line Work and the other work on the Willow Road Improvements. (For example, if the bid amount of the Water Line Work is 20% of the entire Willow Road Improvements bid, the District shall pay 20% of the general Willow Road Improvements administrative costs.)

2. In the event any reimbursable costs of the County exceed the District's deposit, the County shall provide to the District an invoice for said costs relating to the Water Line Work. The District shall remit payment to the County for each such invoice so that payment is received by the County within 20 days of the District's receipt of the invoice. The District shall owe the County interest on late payments in accordance with Public Contract Code section 20104.50 (just as if the District was the "local agency" and the County was the "Contractor" under that statute); and also, in the event the County properly pays the construction contractor for Water Line Work before the District pays the County for said Water Line Work.

E. General Provisions

1. Time is of the essence. If the District fails to act in a timely manner, and said failure causes the County to incur additional cost under the Construction Contract, the District shall reimburse the County for any and all such costs.

2. The County reserves the right to not proceed with the Willow Road Improvements for any reason. In the event the County exercises such right in writing, no Water Line Work shall be required by the County or independent contractor hired by the County, and the District shall be obliged to reimburse the County for all costs incurred by the County relating to the Water Line Work up to the date of termination.

3. The District shall defend, indemnify and save harmless the County, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the District that is negligent or otherwise in breach of this Agreement. The County shall defend, indemnify and save harmless the District, its officers, agents, and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising from any act or omission of the County that is negligent or otherwise in breach of this Agreement.

4. This Agreement shall not be changed or modified except upon written consent of the parties hereto.

5. Non-enforcement of any term, covenant or provision of the Agreement by either party shall not be considered a waiver by that party of rights under that Agreement or a waiver of any breach of the Agreement. To the extent any conduct of a party is construed as a waiver, the party's waiver of the breach of any one term, covenant or provision of this Agreement shall not be a waiver or a subsequent breach of the same term, covenant or provision of this Agreement or of the breach of any other term, covenant or provision of this Agreement.

6. This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo; and such County shall be that venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of, this Agreement. If any action or other proceeding is filed to enforce or interpret this Agreement or any provision herein, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other relief, its reasonable attorneys' and expert witnesses' fees, expenses and costs incurred in preparation for such action or proceeding, in pursuing such action or proceeding, on appeal from any such action or proceeding, and in collecting any monetary award resulting from such action or proceeding.

7. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

8. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage prepaid. Notices required to be given to County shall be addressed as follows:

Department of Public Works
Room 207 County Government Center
San Luis Obispo, CA 93408
Attn: Dave Flynn, Deputy Director

Notices required to be given to District shall be addressed as follows:

Nipomo Community Service District
148 South Wilson Street
Nipomo, CA 93444
Attn: Bruce Buel, General Manager

9. This Agreement is intended by the parties as a final expression of their understanding with respect to the matters contained herein and is a complete and exclusive statement of the terms and conditions thereof.

10. The time for the parties to commence and/or complete their obligations required by this Agreement shall be extended for such period reasonably necessary to take into account any delays caused by riots, insurrections, martial law, civil commotion, war, flood, earthquakes or other acts of God.

11. Each party to this Agreement agrees to do all things that may be necessary, including without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

12. The parties acknowledge that each party and its attorneys have reviewed, negotiated and revised this Agreement; and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year first above written.

COUNTY

DISTRICT

BY: _____
Chairperson of the Board of Supervisors
County of San Luis Obispo
State of California

BY: _____
President

ATTEST:

ATTEST:

Clerk of the Board of Supervisors

Secretary to the Board

APPROVED AS TO FORM

WARREN R. JENSEN
County Counsel

BY: 
Deputy County Counsel

Dated: 12/18/08

DISTRICT COUNSEL

BY: _____
JON SEITZ
District Counsel

Dated: _____

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: January 8, 2009

**AGENDA ITEM
E-6
JANUARY 14, 2009**

CONSIDER ADOPTION OF EMERGENCY ACTION PLAN POLICY

ITEM

Consider adoption of Emergency Action Plan Policy in accordance with Cal/OSHA requirements [ADOPT RESOLUTION].

BACKGROUND

Title 8, Section 3220, of the California Code of Regulations requires employers to have an emergency action plan for employees that provides information and guidance for safely and effectively managing an emergency event in the workplace. The District currently does not have a written emergency action plan policy.

Staff has prepared the attached Emergency Action Plan Policy based on Cal/OSHA's requirements and model emergency action plan. Once the policy is adopted, staff will proceed to conduct the appropriate training.

FISCAL IMPACT

Preparation of the policy, presentation of the policy at the Board meeting, and employee training involves usage of previously budgeted staff time.

RECOMMENDATION

Staff recommends that your Honorable Board adopt the attached Resolution.

ATTACHMENT

Resolution 2009-XXXX with Exhibit "A" – Emergency Action Plan

**NIPOMO COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 2009-XXXX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ADOPTING AN EMERGENCY ACTION PLAN POLICY**

WHEREAS, the Nipomo Community Services District (herein "District") does not have an Emergency Action Plan, and

WHEREAS, Staff has determined that the District needs an Emergency Action Plan Policy for employees that provides information and guidance for safely and effectively managing an emergency event in the workplace; and

WHEREAS, the draft Emergency Action Plan Policy has been circulated for employee comment; and

WHEREAS, the Emergency Action Plan Policy attached as Exhibit "A" to this Resolution has been reviewed by the Board of Directors of the Nipomo Community Services District.

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

1. The policy attached hereto as Exhibit "A" is hereby adopted as the Emergency Action Plan Policy of the Nipomo Community Services District.
2. Effective Date. This Resolution and the attached Emergency Action Plan Policy shall take effect immediately.

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

AYES:

NOES:

ABSENT:

CONFLICT:

the foregoing resolution is hereby passed and adopted this 14th day of January, 2009.

James Harrison
President of the Board
Nipomo Community Services District

ATTEST:

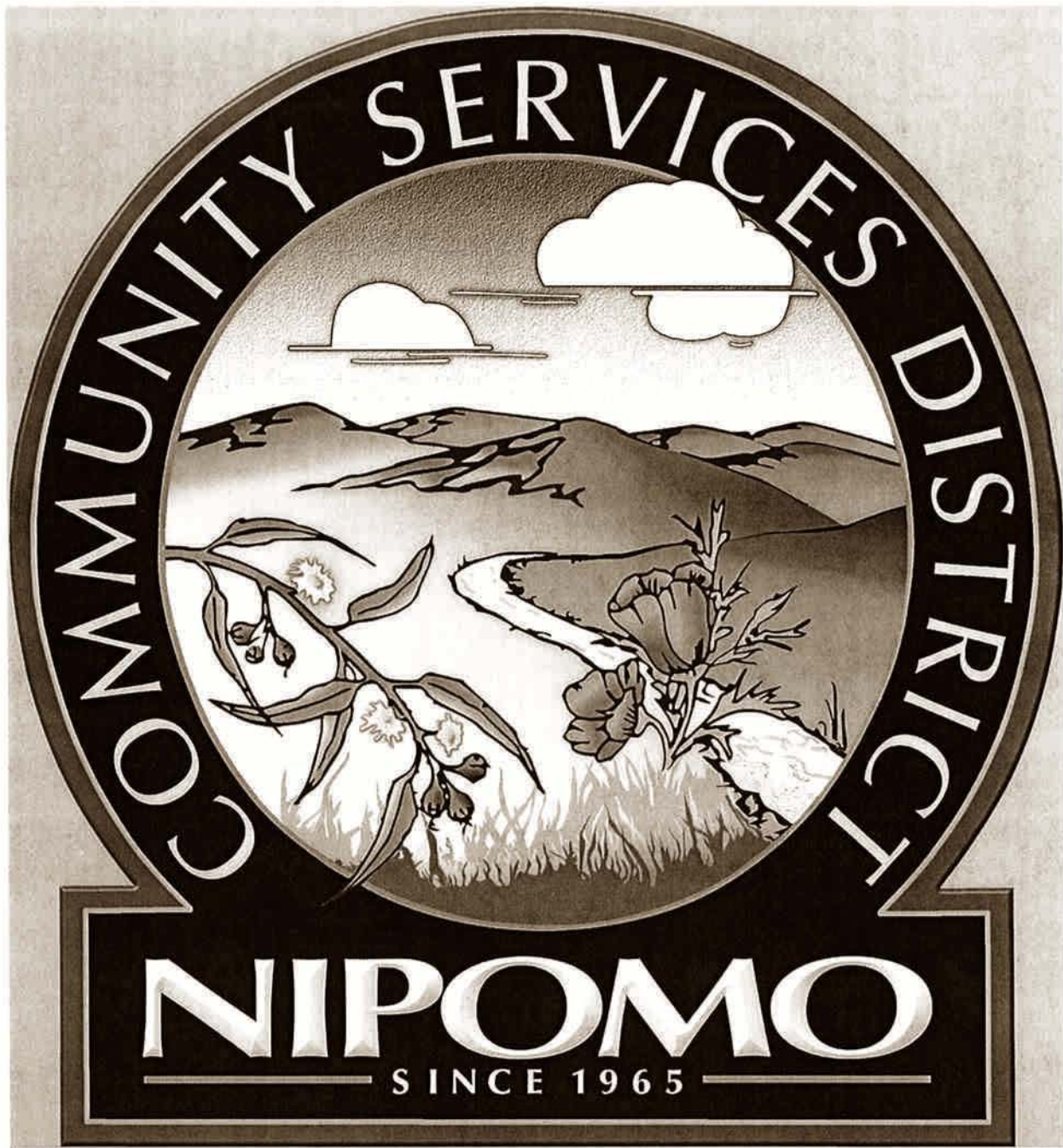
APPROVED:

Donna K. Johnson
Secretary to the Board

JON S. SEITZ
District Legal Counsel

NCSD SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN



NCS D SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN

I. PURPOSE

This Policy describes the general requirements of the Nipomo Community Service District's emergency action plan, and provides information and guidance for safely and effectively managing an emergency event.

II. APPLICABILITY

All employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees are protected from any further harm during an emergency situation.

III. POLICY

It is the policy of the Nipomo Community Services District that all aspects of Cal/OSHA's requirements for an Emergency Action Plan, *California General Industry Safety Orders, Title 8, Subchapter 7, Group 1, Article 2, Section 3220*, shall be met or exceeded.

IV. RESPONSIBILITY

A. Utility Superintendent and Finance Director/Assistant General Manager shall:

1. Ensure that the EMERGENCY ACTION PLAN is implemented. The Utility Superintendent and Finance Director/Assistant General Manager have the authority to delegate any or all portions of this Policy to subordinates, but the Superintendent and Finance Director/Assistant General Manager will be held responsible for compliance.
2. Be familiar with the content of the EMERGENCY ACTION PLAN.
3. Alert staff of emergency situations.
4. Ensure that staff appropriately evacuates facilities.
5. Account for all employees at the designated meeting locations.
6. Ensure that ongoing training occurs through the use of safety awareness meetings, tailgate meetings and the District's on-line training program.

B. Employees shall:

1. Adhere to all aspects of this policy.
2. Before an emergency, employees shall:
 - Become familiar with the contents of this plan to include who to report emergencies to, the evacuation routes for the facility, and the designated meeting locations
 - Actively participate in emergency drills and treat them as if they are real.

NCSD SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN

3. *During* an emergency:

- Report to your supervisor, first and immediately, any emergencies such as a bomb threat or threats of violence.
- Listen and wait for directions on when to evacuate the facility from a supervisor, police, or fire personnel.
- Assist a Supervisor if asked.
- Follow the assigned escape route procedures to avoid crowding at the exits.
- Report immediately to your designated meeting location upon evacuating the facility. Do not take any side trips.
- Never go back into the facility to retrieve personal belongings.

C. District Engineer/Safety Officer shall:

1. Update and maintain the EMERGENCY ACTION PLAN on an annual basis.
2. Provide assistance in training employees on implementing the EMERGENCY ACTION PLAN.
3. Provide interpretation of EMERGENCY ACTION PLAN requirements.

V. TRAINING

All employees will be trained and made aware of their duties. They shall be made aware of their responsibilities under this plan:

- Initially when the plan is developed;
- Whenever the employee's responsibility under the plan changes, and
- Whenever the plan is changed

VI. REPORTING EMERGENCIES

Report fire or other emergencies immediately, first to your supervisor, then call 911 when warranted. Be prepared to provide the responder with the nature and location of the emergency.

The District office address is:

- 148 South Wilson Street, Nipomo, CA 93444
- Nearest cross street is Dana Street
- Phone number is 805-929-1133

NCSO SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN

The Southland Operations office address is:

- 509 Southland Avenue, Nipomo, CA 93444
- Nearest cross street is South Frontage Road
- Phone number is 805-929-1340

VII. EMPLOYEE ALARM SYSTEMS

The employee alarm system for District facilities provides warning so that employees can escape safely from the workplace or the immediate work area.

The employee alarm system that has been established for the District office is the voice communication method.

The employee alarm system that has been established for the Southland Operations office is the manual pull box alarm method.

VIII. EVACUATION ROUTE AND ASSEMBLY AREA

A. Evacuation Routes and Maps

The evacuation routes and assembly area maps are to be posted by every main exit. Employees are to become familiar with all evacuation routes and their assembly point.

B. Designated Meeting Locations

Once employees have evacuated the facility, they **must** meet at the designated assembly area to check in with their supervisor who will be accounting for individuals. Those employees who do not show up to the designated meeting location will be presumed to still be in the building and fire and police personnel shall be notified of their absence immediately.

C. Procedures for Critical Plant Operations

The operation of the District's office or Southland Operations office facilities do not require individuals to block, isolate, or secure contents that may result in further harm to the occupants of the facility. Therefore procedures are not necessary for those who may need to operate critical plant operations during an evacuation.

NCS D SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN

IX. EMERGENCY PROCEDURES

A. Fire Emergency Procedures

- Remove anyone in immediate danger.
- Once an employee is alerted to the fire danger, he/she will go to the nearest exit, activate the fire alarm (if present), exit the building according to the emergency action plan, and proceed directly to the designated assembly point.
- Confine the fire to the room/area by closing the door to the area where the fire is located and by ensuring all doors leading to the main hallways are closed.
- Attempt to extinguish the fire only if the fire is in its beginning stage, and it can be extinguished safely.
- Advise the Fire Department or Supervisor of personnel trapped who may require assistance to evacuate.
- Refer to NCS D Fire Prevention Policy for additional requirements.

B. Earthquake Emergency Procedures

- If you are indoors, stay there. Take shelter under a desk, table, or in a doorway. If you cannot get under something sturdy or stand in a doorway, get on your hands and knees and cover your head with your hands and arms.
- If you are outdoors, go to an open area away from trees, buildings, walls, roadways and power lines.
- If the building is evacuated, do not return until authorized.
- Beware of potential dangers after an earthquake such as escaping gas, unstable building structures, electrical hazards, etc. Also beware of aftershocks.

C. Medical Emergency Procedures

- Check the scene and the victim to determine the danger potential and the extent of the injury. Do not move a seriously injured victim unless there is an immediate danger such as fire, flood, or poisonous gas. If you must move the victim, do it as quickly and carefully as possible. If there is no immediate danger, do not move the victim and advise the bystanders the victim is not to be moved.
- Call 911 immediately if the victim is unconscious. Additionally, you should call for an ambulance if the victim has trouble breathing or is breathing in a strange way; has pressure or pain in the chest or abdomen; is bleeding severely; has slurred speech; appears to have been poisoned; has injuries to the head, neck, or back; or has possible broken bones.
- Keep the victim calm and as comfortable as possible. Administer CPR or First Aid if you have been trained in those areas. A First Aid kit should be used and precautions

NCS D SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN

should be taken to minimize exposure to blood and other bodily fluids. Remain with the victim until emergency services personnel arrive.

D. Hazardous Materials Emergency Procedures

- A hazardous material is a substance that presents a physical or health hazard. A health hazard refers to a substance for which there is significant evidence that health effects may occur for exposed employees.
- A Material Safety Data Sheet (MSDS) is required for all hazardous substances in use within District facilities. Employees will be provided with training on the safe use of all chemicals they will be exposed to.
- In the event of a hazardous material emergency:
 - Evacuate the area, securing access to the area when possible.
 - Immediately call 911 and inform the operator of the emergency. Provide as much information as possible to the operator and refer to the MSDS.
 - If safe, remain in the immediate area and call your supervisor.
- Refer to NCS D Hazard Communication Policy for additional requirements.

E. Bomb Threats


- If you receive a bomb threat or discover a possible bomb or suspicious object(s), immediately notify your supervisor and call 911 if directed.
- In the event of a bomb threat by telephone:
 - Get someone's attention and convey the nature of the call. Have them make the above notifications.
 - Get as much information as possible from the caller. Ask the following questions:
 - Where is the bomb?
 - When is it going to explode?
 - What does it look like?
 - What kind of bomb is it?
 - What is the person's name or organization?
 - Record the following information:
 - Date and time of call
 - Exact words of caller
 - Age, sex, adult, or child
 - Any speech pattern or accent
 - Background noises
- For bomb threats by mail or for suspicious objects discovered:
 - Do not handle the letter, envelope, or package any further.
 - Immediately notify supervisor.
 - Call 911 if directed.
 - Evacuate the immediate area if instructed to do so.

NCSA SAFETY POLICIES AND PROCEDURES

EMERGENCY ACTION PLAN

F. Workplace Violence

- Do not confront violent person(s).
- Instruct all employees to:
 - Leave the area
 - Stay away from windows and doors
 - If the activity is outside, lock or barricade doors
 - If the activity is inside a building, leave and evacuate the site
- Assess the situation
- Call 911 and report:
 - Your location
 - Your name and phone number
 - Location of the violent person
 - Type of building and exits
 - Description of violent person, weapons, hostages, etc.
 - If any shots have been fired
 - Location of wounded persons
 - Direction of travel of suspect
- Police will respond and assume control
- Continue taking protective action until notified all is clear

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL 
DATE: JANUARY 8, 2009

**AGENDA ITEM
E-7
JANUARY 14, 2009**

**CONSIDER NIPOMO BUSINESS PARK REQUEST
TO PHASE PAYMENT OF FEES – TRACT 2652**

ITEM

Consider request to phase payment of fees for Nipomo Business Park, Tract 2652, an eighteen (18) building retail/office development on Mary Avenue and Juniper Street [APPROVE, DENY OR CONTINUE].

BACKGROUND

Tract 2652 is a proposed 18 building retail/office development on Mary Avenue and Juniper Street. The project is being developed by Nipomo Business Park, LP and is represented by George Newman. The District issued an Intent-to-Serve letter for the project on December 14, 2006, a copy of which is attached.

The District received the attached request dated October 16, 2008 for a one (1) year time extension of the Intent-to-Serve letter, a reimbursement agreement for upsizing the sanitary sewer line in Juniper Street and phasing of the payment of fees for the project. The General Manager issued the attached one (1) year time extension for the ITS letter that extended the expiration date to December 14, 2009 and staff is currently working on developing the reimbursement agreement for the sanitary sewer in Juniper Street for Board consideration at a future Board meeting.

Payment of connection fees and charges is governed by District Code Section 3.04.051 and reads as follows:

Section 3.04.051 Payment of Connection Fees and Capacity Charges.

The applicant shall pay the water capacity charges, sewer capacity charges, supplemental charge (if applicable), meter fee and account set-up fee, collectively "Fees for Connection" as follows:

- A. The Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will-Serve Letter in an amount equal to the then calculated Fees for Connection.
- B. The Fees for Connection shall be calculated and owing as of the date the District sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.
- C. The District will set water meter(s) upon proof of a building permit from the County of San Luis Obispo and that the District has accepted improvements to be dedicated to the District, if applicable.

The estimated fee deposit that is due for this project before the District can issue a Will-Serve letter in accordance with Section 3.04.051 is \$1,483,118 based on the District's current capacity charges and fees. This total does not include fire service charges as the developer has

indicated a desire to redesign the fire system to eliminate several fire services and thus reduce amount of fire capacity charges that will be due to the District. However, the Developer has not provided the District with revised plans that indicate the location and size of the fire service connections. The Will Serve letter needs to be issued prior to the expiration of the Intent-to-Serve letter on December 14, 2009 otherwise the developer will have to reapply for a new ITS letter.

The developer has requested that he be allowed to pay the water and sewer fees for each building just prior to the issuance of building permits for each building instead of following the District's current requirements and has provided the attached schedule that indicates the projected building permit issuance date. It is staff's understanding that the District has historically tried allowing the phased payment of capacity charges but was not successful in collecting all of the capacity charges and fees that were due.

RECOMMENDATION

Staff recommends your Honorable Board deny the applicant's request since it is not consistent with the District Code requirements. Staff requests your Honorable Board provide staff with direction to approve, deny or continue the applicant's request.

If the Board desires to approve the applicant's request, then staff should be directed to develop an agreement with the developer, for Board approval at a future date, which would be recorded against the property to ensure that phased fee payment arrangement is enforceable in the future. Furthermore, the developer should be required to bring the Plan Check and Inspection Agreement current before the District incurs additional cost processing this development.

ATTACHMENTS

- Intent To Serve Letter dated December 14, 2006
- Applicant's Request Letter dated October 16, 2008
- Intent to Serve Letter Extension Dated October 31, 2008
- Projected Building Permit Issuance Schedule dated November 11, 2008
- Project Site Plan dated November 14, 2006

NIPOMO COMMUNITY

BOARD MEMBERS

LARRY VIERHEILIG, PRESIDENT
MICHAEL WINN, VICE PRESIDENT
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR
JAMES HARRISON, DIRECTOR



SERVICES DISTRICT

STAFF

BRUCE BUEL, 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 Website address: NipomoCSD.com

December 14, 2006

Mr. George Newman
Nipomo Business Park
P O Box 691
Nipomo, CA 93444

This is not a Will Serve letter

**SUBJECT: INTENT-TO-SERVE; WATER and SEWER SERVICE
COMMERCIAL PROJECT: TRACT 2652
APN 092-572-025, 045, 015, 016, AND 017
EAST AND WEST SIDES OF MARY AVENUE AT JUNIPER ST IN NIPOMO**

Dear Mr. Newman,

An Intent-to-Serve letter for water and sewer service for Tract 2652 at APN 092-572-025, 045, 015, 016, and 017, a commercial project on the east and west side of Mary Avenue and Juniper Street, is granted to Mr. George Newman (Applicant) subject to the following conditions:

Prior to issuance of a Will Serve Letter, the Applicant shall:

- Water service for the project indoor commercial uses shall be served by up to five master meters with separate meter(s) for landscape areas.
- On-site fire service (e.g. fire sprinklers) requires dedicated service laterals. CDF of SLO County must approve the development plans prior to District approval. Fire capacity charges may be applicable.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval.
- Enter into a Plan Check and Inspection Agreement, provide a deposit.
- Submit improvement plans in accordance with the District Standards and Specifications for review and approval. A sewer and water master plan review of project impacts may be required by the District project design review engineer.
- Project landscape plan shall incorporate best management water conservation measures and be approved by the District General Manager.
- Easements required for water and sewer improvements, that will be dedicated to the District, shall be offered to the District prior to final improvement plan approval.
- A Will-Serve letter for the project will be issued after improvement plans are approved and signed by General Manager.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will Serve Letter in an amount equal to the then calculated Fees for Connection.
- Fees for Connection shall be calculated and owing as of the date the District sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.

~~This is not a Will Serve letter~~

General Conditions (continued):

- Construct the improvements required and submit the following:
 - Reproducible "As Builts" - A mylar copy, which includes engineer, developer, tract number and water and sewer improvements
 - Offer of Dedication
 - Engineer's Certification
 - A summary of all water and sewer improvement costs
- The District will set non-irrigation and non-fire service water meter(s) upon proof of a building permit from the County of San Luis Obispo and that the District has accepted improvements to be dedicated to the District, if applicable.
- This letter is void if land use is other than the commercial classes proposed in the application.
- Intent-to-Serve letters shall automatically terminate on the first to occur:
 - Failure of the applicant to provide District with written verification that County application for the project has been deemed complete within two hundred forty (240) calendar days of the date the Intent-to-Serve Letter is issued; or
 - Two (2) years. However, applicant shall be entitled to a one-year extension upon proof of reasonable due diligence in processing the project.

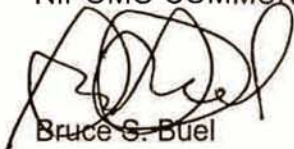
SPECIAL CONDITION: The applicant shall install a replacement sewer collection line in Juniper from the East Side of Mary to the junction of Juniper with Frontage Road.

This "Intent-to-Serve" letter shall be subject to the current and future rules, regulations, fees, resolutions and ordinances of the Nipomo Community Services District. This "Intent-to-Serve" letter may be revoked as a result of conditions imposed upon the District by a Court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors for the protection of the health, safety, and welfare of the District. The District reserves the right to revoke this "Intent-to-Serve" letter at any time.

Please call me or Dan Migliazzo of my staff with any questions.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



Bruce S. Buel
General Manager

C: Cannon Associates, 364 Pacific Street, SLO, CA 93401
Lisa Bognuda, NCSD
Dan Migliazzo, NCSD
File = Tract 2652

NIPOMO BUSINESS PARK, LP

A 19 ACRE RETAIL/OFFICE SUBDIVISION

NCSD
145 South Wilson Ave.
Nipomo, CA. 93444

OCTOBER 16, 2008

Dear Board of Directors,

Please consider the following requests with regards to the Nipomo Town Square development, Tract #2652:

- 1) **A 1 yr. extension of the Intent-to-Serve letter for water and sewer service for Tract 2652 located on the southwest and southeast corners of the intersection of Juniper St. and Mary Ave. (Copy of previous approval attached)**
- 2) **Reimbursement for the cost to be incurred for upsizing of the sewer line on Juniper St. In my opinion, as I'm going to be paying approximately \$2,000,000 for water and sewer fees over the next 2-3 years, this cost should be treated as a capital improvement which will benefit the District and many other users beyond Tract 2558 and Tract 2652.**
- 3) **The build out of the 18 buildings in Tract 2652 will take approximately 3 years to complete. Due to the protracted timeframe, I believe it to be fair to pay the water and sewer fees for each building just prior to the building permits being issued.**

Regards,

George Newman

RECEIVED

OCT 17 2008

NIPOMO COMMUNITY
SERVICES DISTRICT

P.O. Box 691
NIPOMO, CA 93444
gnewman9716@sbcglobal.net

TEL: (805) 929-6840
FAX: (805) 929-6842
CELL: (805) 714-3398

NIPOMO COMMUNITY

BOARD MEMBERS

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LARRY VIERHEILIG, DIRECTOR
ED EBY, DIRECTOR



SERVICES DISTRICT

STAFF

BRUCE BUEL, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT GENERAL MANAGER
PETER SEVCIK, P.E., DISTRICT ENGINEER
JON SEITZ, GENERAL COUNSEL

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

October 31, 2008

George Newman
Nipomo Business Park
P.O. Box 691
Nipomo, CA 93444

SUBJECT: EXTENSION OF TRACT 2652 INTENT-TO-SERVE LETTER
NIPOMO BUSINESS PARK, NIPOMO

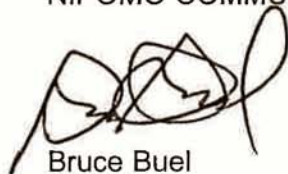
Dear Mr. Newman:

This letter constitutes NCSD's extension of the termination date of the Intent to Serve Letter for TRACT 2652 from December 14, 2008 to December 14, 2009.

If you have any questions, please call.

Very truly yours,

NIPOMO COMMUNITY SERVICES DISTRICT



Bruce Buel
General Manager

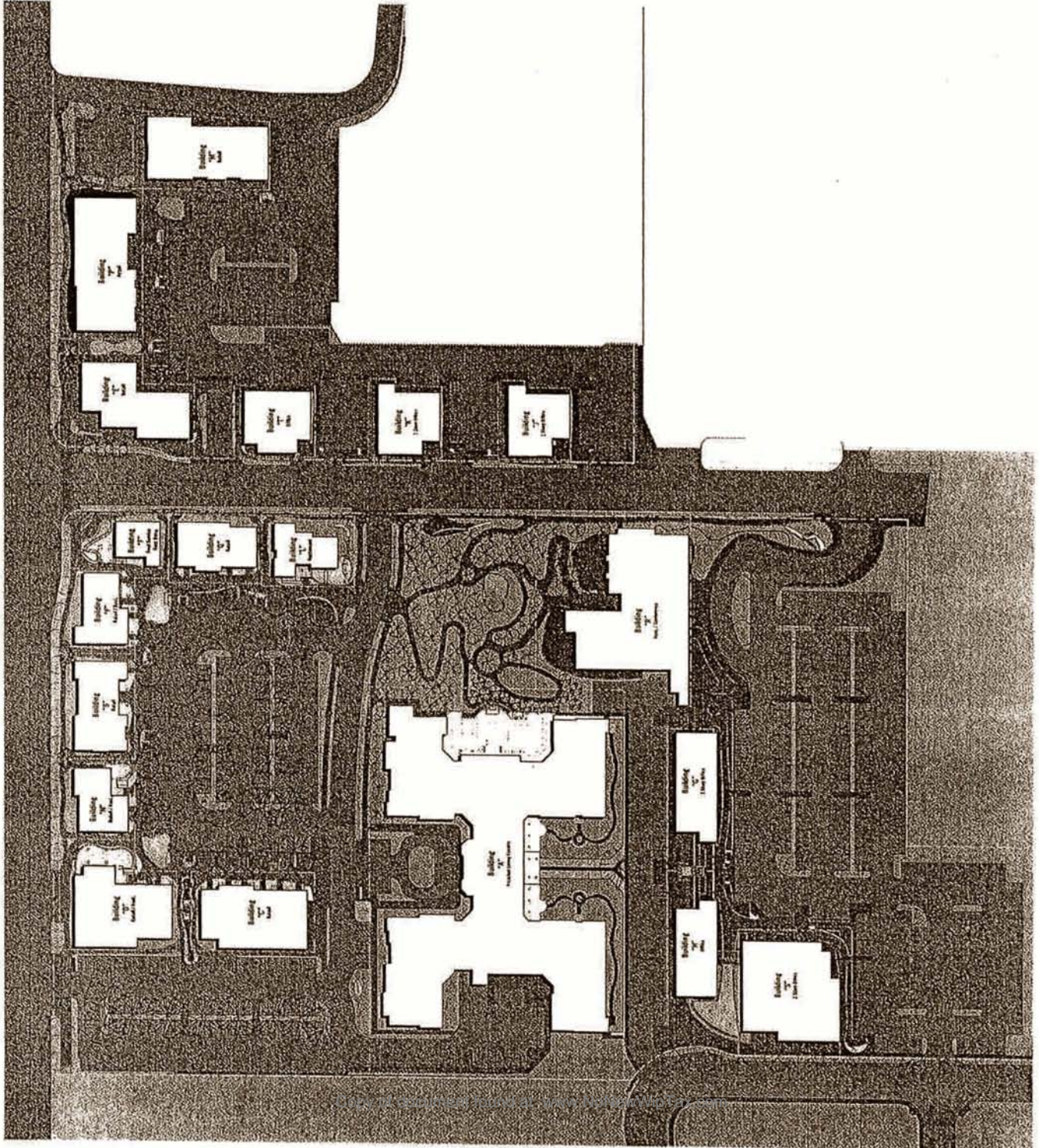
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**ESTIMATED DATES
FOR BUILDING PERMIT ISSUANCE
FOR
NIPOMO TOWN SQUARE**

**REAL AND / OR PROJECTED ORDER
FOR BUILDING PERMITS**

<u>LOT #</u>	<u>BLDG. #</u>	<u>ESTIMATED BUILDING PERMIT ISSUANCE</u>
11	H	Jun-09
12	G	Jun-09
18	T	Sep-09
9	A	Sep-09
13	S	Oct-09
20	J	Jan-10
4	B	Jan-10
16	P	Jan-10
6	C	Apr-10
10	R	Apr-10
7	Q	Apr-10
8	L	Jul-10
5	F	Jul-10
19	K	Jul-10
3	N	Jan-11
2	D	Jan-11
15	E	Apr-11
17	M	Apr-11

TF



Nipomo Town Square
Nipomo, CA

November 14, 2006

Landev, LLC

TAYLOR FIERCE ARCHITECTS
3780 WILSHIRE BLVD., SUITE 240, LOS ANGELES, CA 90010-2833

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: JANUARY 8, 2009

**AGENDA ITEM
E-8
JANUARY 14, 2009**

CONSIDER REQUEST TO MODIFY EXISTING INTENT TO SERVE LETTER – TRACT 2906

ITEM

Consider request to modify existing intent to serve letter, Tract 2906, a sixteen lot (16) multi-family development (15 PUD lots and 1 lot for existing 4 unit apartment building) at 1 Avenida de Amigos [APPROVE, DENY OR CONTINUE].

BACKGROUND

Tract 2906 is a proposed sixteen lot (16) multi-family development (15 PUD lots and 1 lot for existing 4 unit apartment building) at 1 Avenida de Amigos. The project is being developed by Mike Allshouse and he is represented by Pamela Jardini, Planning Solutions. The District provides water service to the existing four unit apartment building but not sewer service. The District issued the latest Intent-to-Serve letter for the project on February 15, 2007.

The District received the attached request dated December 18, 2008 that each of the sixteen lots be served by an individual water meter instead a single master meter as required by the ITS conditions. As indicated in the request, the project has changed from apartments to individually owned dwelling units. However, the change was not recognized at the time the current ITS letter was issued.

The request is consistent with current District requirements that individual meters be provided for individual lots. In this case, the meters for the new dwelling units would be installed in meter manifolds in the Avenida de Amigos right-of-way.

Water for the project was allocated in the 2007 and 2008 water years.

RECOMMENDATION

Staff requests your Honorable Board provide staff with direction to approve, deny or continue the applicant's request.

If the Board desires to approve the applicant's request, then staff should be directed to issue a revised Intent to Serve letter with the following changes:

Delete the following condition:

Water Service for the entire parcel (existing and new) shall be served by two meters – a single Master Meter for dwelling units and a separate meter for the landscaping.

Add the following condition:

Each new parcel shall receive a single one-inch meter and the four (4) existing meters that serve the existing 4 unit apartment building shall be replaced with a single meter. A landscape meter shall be provided for the common area for the 15 new dwelling units and a separate landscape meter shall be provided for the parcel with the existing 4 unit apartment building.

ITEM E-8, TRACT 2906 ITS MODIFICATION REQUEST
January 14, 2009

PAGE 2

All other conditions of the Intent to Serve letter issued February 15, 2007, would remain in effect.

ATTACHMENTS

- Intent To Serve Letter dated February 15, 2007
- Applicant's Request Letter dated December 18, 2008
- Project Site Plan dated 7/1/06

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NIPOMO COMMUNITY

BOARD MEMBERS

MICHAEL WINN, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
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ED EBY, DIRECTOR
JAMES HARRISON, DIRECTOR



SERVICES DISTRICT

STAFF

BRUCE BUEL, 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 Website address: ncsd.ca.gov

February 15, 2007

Mr. Mike Allshouse
330 James Way, Suite 160
Pismo Beach, CA 93449

This is not a Will Serve letter

**SUBJECT: INTENT-TO-SERVE; WATER and SEWER SERVICE;
15 NEW UNITS AND 4 EXISTING UNITS
TRACT 2906; 1 AVENIDA DE AMIGOS, NIPOMO**

Dear Mr. Allshouse,

An Intent-to-Serve letter for water and sewer service for Tract 2906, 15 new units and 4 existing units at 1 Avenida De Amigos, is granted to Mike Allshouse (Applicant) subject to the following conditions:

Prior to issuance of a Will Serve Letter, the Applicant shall:

- This project will obtain water and sewer service for all parcels, existing and planned.
- Water Service for the entire parcel (existing and new) shall be served by two meters – a single Master Meter for dwelling units and a separate meter for the landscaping.
- Will-Serve letters for the project will be issued in “phases” as follows:
 - No more than 11 units (2.0 acre-feet) prior to September 30, 2007;
 - No more than 15 units (2.7acre-feet), cumulative, prior to September 30, 2008
- On-site fire service (e.g. fire sprinklers) requires a dedicated service lateral. CDF of SLO County must approve the development plans prior to District approval. Fire capacity charges may be applicable.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval. (See expiration conditions below)
- Enter into a new Plan Check and Inspection Agreement;
- Submit improvement plans in accordance with the District Standards and Specifications for review and approval. A sewer and water master plan review of project impacts, at the applicant’s expense, may be required by the District.
- Project landscape plan shall incorporate best management water conservation measures and be approved by the District General Manager.
- Any required easements shall be offered to the District prior to final improvement plan approval.
- A Will-Serve letter for the project will be issued after improvement plans are approved and signed by General Manager.
- Applicant shall make a non-refundable deposit (“Deposit”) at the time the District issues a Will-Serve Letter in an amount equal to the then calculated Fees for Connection.

This is not a Will Serve letter

- Fees for Connection shall be calculated and owing as of the date the District sets the water meter(s) to serve the affected property from which the amount of the Deposit shall be deducted.

Prior to the District setting a water meter, the Applicant shall:

- For improvements that will be dedicated to the District, submit the following:
 - Reproducible "As Builts" - A mylar copy and digital format disk (Auto Cad) which includes engineer, developer, tract number and water and sewer improvements
 - Offer of Dedication
 - Engineer's Certification
 - A summary of improvement costs
- The District will set water meter(s) upon proof of a building permit from the County of San Luis Obispo and after the District has accepted improvements to be dedicated to the District, if applicable.
- This letter is void if land use is other than multi-family.
- Intent-to-Serve letters shall automatically terminate on the first to occur:
 - Failure of the applicant to provide District with written verification that County application for the project has been deemed complete within two hundred forty (240) calendar days of the date the Intent-to-Serve Letter is issued; or
 - End of allocation phasing period (October 1, 2008). However, applicant shall be entitled to a one-year extension upon proof of reasonable due diligence in processing the project.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.
- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.

Please call me with any questions.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



Bruce S. Buel
General Manager

C: Pamela Jardini, Planning Solutions
Lisa Bognuda, NCSD
Dan Migliazzo, NCSD
File = Tract 2906

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Planning Solutions

LAND PLANNING
SUBDIVISIONS
PROJECT MANAGEMENT

Pamela Jardini 805.291.0451

1360 NEW WINE PLACE
TEMPLETON, CA 93465

PLANNINGSOLUTIONS@PXS.NET

RECEIVED

JAN 05 2009

NIPOMO COMMUNITY
SERVICES DISTRICT

December 18, 2008

Mr. Bruce Buel, General Manager
c/o Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

RE: Modification to the Intent to Serve Letter for Tract 2906; 1 Avenida de Amigos

Dear Mr. Buel,

We are requesting a modification to the Intent-to-Serve Letter for Tract 2906. The current Intent-to-Serve letter states that "Water Service for the entire parcel (existing and new) shall be served by two meters - a single Master Meter for dwelling units and a separate meter for the landscaping." We are requesting that the project be served by individual meters for each of the 16 lots (15 PUD lots and one lot for the existing apartment). We are not requesting an increase in the water allocation, but the ability to serve the project with individual meters.

History

Originally, NCSD issued an Intent-to-Serve for an apartment project at this site. The existing four (4) unit apartment building would remain on-site and 15 new apartment units were to be constructed. This project received approval from the County's Planning Department and Mr. Allshouse proceeded with submitting building permits.

In December of 2006, Mr. Allshouse decided to subdivide the individual apartment units instead of building the units as apartments. The design and the layout of the project did not change – only how the units were to be held in title.

In January of 2007, we submitted a request to NCSD for a new Intent-to-Serve using the previous apartment layout and design but depicting the individual lots. An Intent-to-Serve letter was granted on February 15, 2007. Unfortunately, we did not realize that the Intent-to-Serve letter stated "Water Service for the entire parcel (existing and new) shall be served by two meters- a single Master Meter for dwelling units and a separate meter for the landscaping."

Current Situation

The County's Planning Commission approved the subdivision of the project in June of 2008. The mistake in the wording of the Intent-to-Serve letter was not recognized until we were ready to submit improvement plans to NCSD. As stated above, we are not requesting to increase the water demand, only the meters. The project will require 15 water meters for each new residential unit and one water meter for landscaping. The existing apartments are currently served by four (4) meters and will require only two (2) meters; one meter for the apartments and one meter for the landscaping. We have requested that we keep the additional two meters and apply them towards the new development. We also requested sewer connections.

We respectfully request that the modification in the wording of the Intent-to-Serve letter be granted. If you have any questions, please contact me at (805) 801-0453 or at planningsolutions@charter.net.

Sincerely,

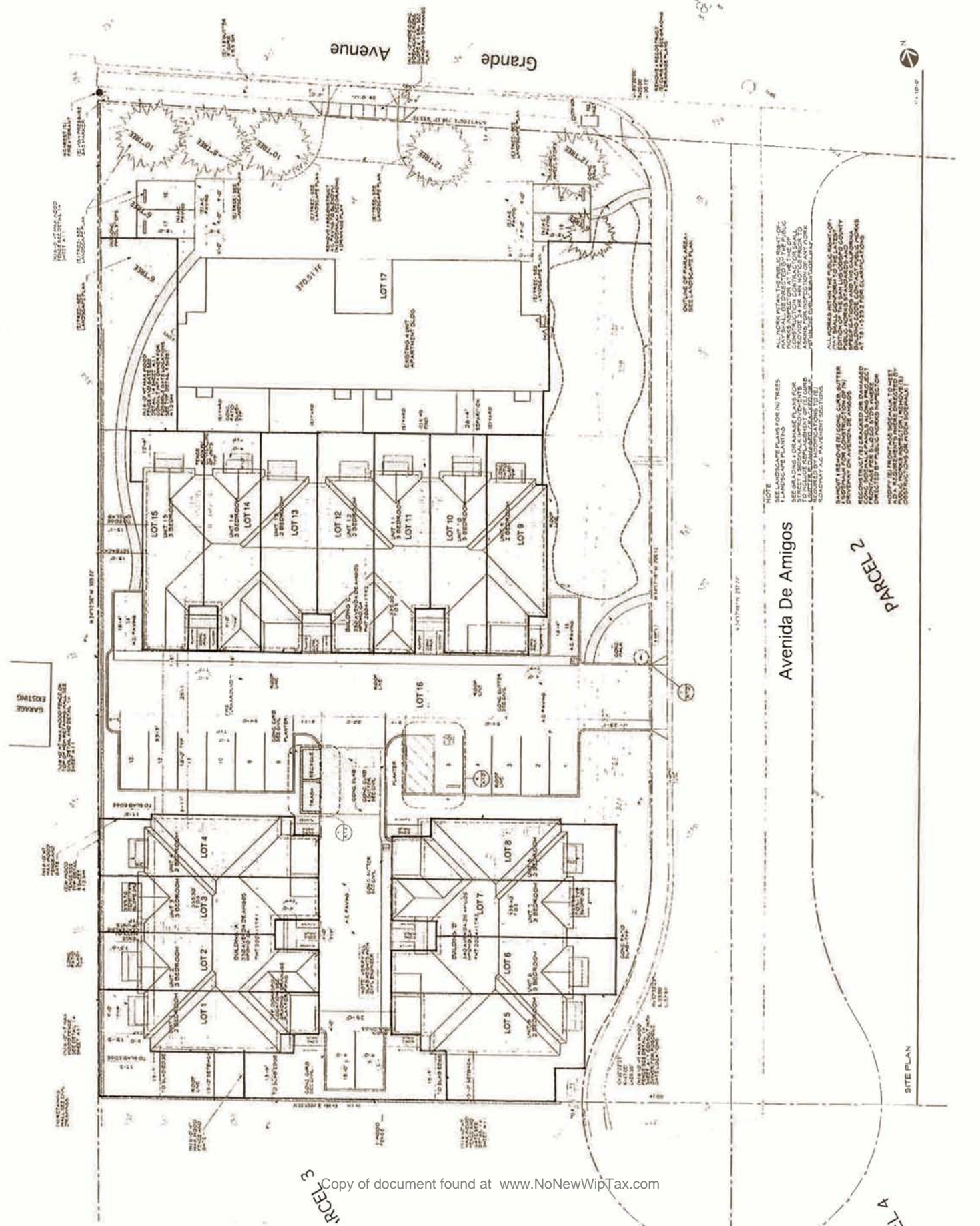


Planning Solutions
Pamela Jardini

cc: Mike Allshouse
Scott Stokes, Above Grade Engineering



DATE: 08/11/10
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT: 1 AVENIDA DE AMIGOS
 SHEET: 1 OF 1
 SCALE: AS SHOWN
 ALL WORKS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE DESIGNED BY THE PUBLIC WORKS DIVISION OF THE COUNTY OF SAN DIEGO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC WORKS DIVISION OF THE COUNTY OF SAN DIEGO. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE PUBLIC WORKS DIVISION OF THE COUNTY OF SAN DIEGO.



NOTE:
 SEE LANDSCAPE PLANS FOR IN-TREE
 SEE PLANS FOR LANDSCAPE PLANTS FOR
 TO THE DEPARTMENT OF PUBLIC WORKS
 RECEIVED BY REGISTRATION TO BE
 GOVERNMENT PUBLIC WORKS DIVISION
 DAMAGE TO EXISTING CURBS, UTILITY
 STRUCTURES OR OTHER PUBLIC WORKS
 DAMAGE TO EXISTING CURBS, UTILITY
 STRUCTURES OR OTHER PUBLIC WORKS
 DAMAGE TO EXISTING CURBS, UTILITY
 STRUCTURES OR OTHER PUBLIC WORKS

Avenida De Amigos
 PARCEL 2

SITE PLAN