TO:

**BOARD OF DIRECTORS** 

FROM:

**BRUCE BUEL** 

3813

DATE:

AUGUST 21, 2009

AGENDA ITEM E-4

**AUGUST 26, 2009** 

#### SECURING FEDERAL AND STATE FUNDING FOR NCSD CAPITAL PROJECTS

#### **ITEM**

Discuss efforts to secure federal and state funding for District capital projects [PROVIDE POLICY DIRECTION]

#### BACKGROUND

Your honorable Board requested that this item be agendized so that you can discuss what we are doing now and what we may want to do differently in regards to securing outside funding.

In regards to the Federal Level, your Board has hired lobbyists to help compete for major funding through existing and potential programs. We have been unsuccessful in terms of securing a State and Tribal Assistance Grant or Stimulus funding, however, we continue to pursue the WRDA and Economic Development funding.

In regards to the State Level, we have been unsuccessful in applying on an individual basis, but we have three highly ranked projects in the County's Water Plans and we can compete for grant funds as soon as the state is ready to open the competition. We have not pursued small grants and we have not pursued low interest loans.

#### FISCAL IMPACT

Our federal lobbyist costs \$4,500 per month, but there is potential to recoup this investment in terms of future grants.

#### RECOMMENDATION

Staff recommends that the Board discuss the above and provide policy guidance.

#### **ATTACHMENTS - NONE**

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TO:

BOARD OF DIRECTORS

FROM:

BRUCE BUEL 19813

DATE:

AUGUST 21, 2009

AGENDA ITEM E-5 AUGUST 26, 2009

RATIFY EXECUTION OF REVISED LEASE AGREEMENT FOR PURCHASE OF BACKHOE [RATIFY AGREEMENT OR TAKE ALTERNATE ACTION]

#### ITEM

Ratify execution of revised Lease Agreement for purchase of backhoe [ratify execution or take alternate action]

#### BACKGROUND

On July 22, 2009, the Board of Directors approved the purchase of the John Deere Wheel Loader Backhoe with monthly payments of \$1,745.00. After the Board Meeting, the John Deere salesman contacted the Utility Superintendent and stated he had provided the incorrect monthly payment because he failed to include interest at 5.5%. The correct monthly payment is \$1,928.91.

At the August 12, 2009, Board Meeting, the Board of Directors asked for clarification on the purchase price. The salesman provided the following breakdown (attached):

Selling Price	\$76,661.62
Document Fee	\$300.00
California UCC Fee	\$10.00
Subtotal	\$76,971.62
Sales Tax 8.25%	\$6,350.15
TOTAL PRICE	\$83,321.77

The total price agrees with the amount financed, per the Amortization Schedule attached.

#### **FISCAL IMPACT**

The purchase of the backhoe was budgeted as a fixed asset purchase in the FY 2009-10 budget.

#### RECOMMENDATION

Staff recommends that the Board ratify execution of the revised lease agreement.

#### <u>ATTACHMENTS</u>

- Breakdown of purchase price, document fees and sales tax by salesman
- Lease and Amortization Schedule





1950 Roemer Place, Santa Maria, CA 93454 • (805) 922-8329 • FAX (805) 922-4582 www.coastlineequipment.com

JD 310J Backhoe

Selling Price 76,661 62

Doc Fee

California UCC Fee 76,971 62

8.25% sale 6350 5

63,321 77

Stare Lougep 8/17/09





Lease Schedule No.	030-0060793-000	
Master Lease Agreement No.	0060793	

		Master Lease Agreement No.	0060793	
Lessee: (Name & Address)	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON, , NIPOMO, CA 93444			
Lessor:	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-	6600		

				EQU	JIPMEN	T INFORMA	TION		
Year	Make	Model	Equipment Description		Serial Number		Hour Meter	Cash Price	
2009	JD	310J	4WD, EX1	E LOADER W/CAB, AC, T, COUPLER, RIDE L,24" BKT, 4-1 BKT		T0310JX170908		2	\$76,661.62
	pment ation	148 SOU	TH WILSON	I, NIPOMO, CA, 93444	NIPOMO, CA, 93444 OUTSIDE city limits: ☑				
					LEA	SE TERM	100		1000
	e Term t Date	The same of the sa	Term Date	# Of Payments	Leas	e Payment	Sales/Use Tax	Total Lease Payment	Purchase Option
09/10	0/2009	09/10	/2013	48	\$	1,928.91	\$0.00	\$1,928.91	\$1.00
				PAYMENT TERMS		- Harris	EDV ZUE	PAYMENT DU	E AT SIGNING
Due	Date		nent Due ate		Billi	ng Period		Advance Lease Payment	**\$1,928.91
	10	09/10	/2009	☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual				**Advance Lease Pay 1 and last 0 Lease Pay	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

<u>Lease Payments</u>. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

<u>Purchase Option</u>. You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to

you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

#### BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LE	ESSEE	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON NIPOMO, CA 93444	LESSOR	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600 JOHNSTON, IA 50131-6600	
Ву:	BRUCE B	JEL, GENERAL	Ву:		-0
Date:	•		Title:	Date:	-





# Amortization Schedule

Lease Schedule No.	030-0060793-000
Master Lease-Purchase Agreement No.	0060793

	AND ADDRESS OF THE PROPERTY OF
Lessee: (Name & Address)	NIPOMO COMMUNITY SERVICES DISTRICT 148 SOUTH WILSON, NIPOMO, CA 93444
Lessor:	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600
AND A SAME THAT I A VESTIGATION WHEN	

Nom	inal Annua	5.50%
	Rate:	5.50%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Remaining Balance:
Loan	09/10/2009				83,321.78
1	09/10/2009	1,928.91	0.00	1,928.91	81,392.87
2	10/10/2009	1,928.91	373.05	1,555.86	79,837.01
3	11/10/2009	1,928.91	365.92	1,562.99	78,274.02
4	12/10/2009	1,928.91	358.76	1,570.15	76,703.8
5	01/10/2010	1,928.91	351.56	1,577.35	75,126.5
6	02/10/2010	1,928.91	344.33	1,584.58	73,541.9
7	03/10/2010	1,928.91	337.07	1,591.84	71,950.1
8	04/10/2010	1,928.91	329.77	1,599.14	70,350.9
9	05/10/2010	1,928.91	322.44	1,606.47	68,744.4
10	06/10/2010	1,928.91	315.08	1,613.83	67,130.6
11	07/10/2010	1,928.91	307.68	1,621.23	65,509.4
12	08/10/2010	1,928.91	300.25	1,628.66	63,880.7
13	09/10/2010	1,928.91	292.79	1,636.12	62,244.6
14	10/10/2010	1,928.91	285.29	1,643.62	60,601.0
15	11/10/2010	1,928.91	277.75	1,651.16	58,949.8
16	12/10/2010	1,928.91	270.19	1,658.72	57,291.1
17	01/10/2011	1,928.91	262.58	1,666.33	55,624.8
18	02/10/2011	1,928.91	254.95	1,673.96	53,950.8
19	03/10/2011	1,928.91	247.27	1,681.64	52,269.2
20	04/10/2011	1,928.91	239.57	1,689.34	50,579.8
21	05/10/2011	1,928.91	231.82	1,697.09	48,882.7
22	06/10/2011	1,928.91	224.05	1,704.86	47,177.9
23	07/10/2011	1,928.91	216.23	1,712.68	45,465.2
24	08/10/2011	1,928.91	208.38	1,720.53	43,744.7
25	09/10/2011	1,928.91	200.50	1,728.41	42,016.3
26	10/10/2011	1,928.91	192.57	1,736.34	40,279.9
27	11/10/2011	1,928.91	184.62	1,744.29	38,535.6
28	12/10/2011	1,928.91	176.62	1,752.29	36,783.3
29	01/10/2012	1,928.91	168.59	1,760.32	35,023.0
30	02/10/2012	1,928.91	160.52	1,768.39	33,254.6
31	03/10/2012	1,928.91	152.42	1,776.49	31,478.1
32	04/10/2012	1,928.91	144.28	1,784.63	29,693.5
33	05/10/2012	1,928.91	136.10	1,792.81	27,900.7
34	06/10/2012	1,928.91	127.88	1,801.03	26,099.7
35	07/10/2012	1,928.91	119.62	1,809.29	24,290.4
36	08/10/2012	1,928.91	111.33	1,817.58	22,472.8
37	09/10/2012	1,928.91	103.00	1,825.91	20,646.9
38	10/10/2012	1,928.91	94.63	1,834.28	18,812.6
39	11/10/2012	1,928.91	86.22	1,842.69	16,969.9
40	12/10/2012	1,928.91	77.78	1,851.13	15,118.8

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Remaining Balance:
41	01/10/2013	1,928.91	69.29	1,859.62	13,259.22
42	02/10/2013	1,928.91	60.77	1,868.14	11,391.08
43	03/10/2013	1,928.91	52.21	1,876.70	9,514.38
44	04/10/2013	1,928.91	43.61	1,885.30	7,629.08
45	05/10/2013	1,928.91	34.97	1,893.94	5,735.14
46	06/10/2013	1,928.91	26.29	1,902.62	3,832.52
47	07/10/2013	1,928.91	17.57	1,911.34	1,921.18
48	08/10/2013	1,928.91	8.81	1,920.10	1.08
49	09/10/2013	1.00	0.08-	1.08	0.00
Grand Totals		92,588.68	9,266.90	83,321.78	
	COMMUNITY SERVIC	ES DISTRICT		CREDIT, INC.	
LESSEE 148 SOUT	TH WILSON, CA 93444	ES DISTRICT	LESSOR 6400 N.W.	86 <sup>th</sup> STREET, PO BOX 66 N. IA 50131-6600	000

	Grand Totals	92,588.68		9,266.90	83,321.78	
LESS	NIPOMO COMMUNITY SERVI 148 SOUTH WILSON, NIPOMO, CA 93444	CES DISTRICT	LESSOR	DEERE CRE 6400 N.W.86 <sup>th</sup> JOHNSTON, I	STREET, PO BOX 6600	
Ву:	BRUCE BUEL, GENERAL MANGER		Ву:			
Date:	<u> </u>		Title:		Date:	

TO:

**BOARD OF DIRECTORS** 

FROM:

BRUCE BUEL

DATE:

AUGUST 19, 2009

AGENDA ITEM E-6

**AUGUST 26, 2009** 

### **CONSIDER GRAY TRUST (TRACT 2441) VARIANCE APPLICATION**

#### ITEM

CONSIDER GRAY TRUST (TRACT 2441) VARIANCE APPLICATION REGARDING WAIVER OF WATER AND SEWER STANDARDS [APPROVE SOME REQUESTS, REJECT SOME REQUESTS AND/OR TAKE ALTERNATE ACTION].

#### **BACKGROUND**

Attached is a request dated July 2, 2009 from Westland Engineering Inc. submitted on behalf of the Gray Trust, developer of Tract 2441 located at the intersection of Blume Street and Grande Avenue, for your Honorable Board to waive several of the District's requirements related to the design of water and sewer improvements that are proposed to be dedicated to the District. Specifically, the developer is asking that the following District requirements be waived for the project:

- 1. Sewer Easement Width Waive 20 foot minimum easement width District Standard and provide 16 foot wide easement instead.
- 2. Looped water main Waive requirement to loop waterline for the project. If the looping requirement cannot be waived, then waive the 20 foot minimum easement width District Standard and provide 16 foot wide easement instead.
- 3. Minimum Cover on Sewer Mains Waive 6 foot minimum cover District Standard.
- 4. Horizontal Clearance to Storm Drain from Sanitary Sewer Waive 10 foot minimum separation from storm sewer District Standard and provide 4 feet of separation instead.
- 5. Extension of Waterline across Grande Avenue frontage Waive requirement to upgrade existing 6 inch waterline to 8 inch waterline per District Standard.

Generally, the exceptions being requested for the project are caused by the density of the project. The roads are not being designed to County standards and will be private. Thus all water and sewer utilities are proposed to be installed in an easement in a private access roadway or worst yet, in a narrow side-yard easement.

Westland Engineering initially requested that the District waive all of these requirements as part of the plan review process and was advised by District staff that all of the items, except for Item 3, were not acceptable from staff's viewpoint. Regarding Item 3, it is sometimes difficult to maintain 6 feet of cover on a sewer main depending on the terrain and allowing less than 6 feet of cover so that gravity flow can be maintained is more desirable than putting in a sanitary sewer lift station provided the system is properly designed and constructed.

AECOM provides plan check services to the District for new development projects. AECOM prepared the attached letter, dated August 20, 2009, that addresses each of the 5 requested exceptions. AECOM recommends and District staff concurs that the District should deny the applicant's request to waive the District's requirements regarding Items 1, 2, 4 and 5 for the reasons outline in AECOM's letter. Regarding Item 3, reducing the minimum cover on the sanitary sewer is necessary in order to make a gravity connection to the existing sewer system and staff concurs with AECOM's recommendation that the District should waive the District's standard minimum cover requirement.

AECOM proposes an alternative that would comply with the District's standards. The alternative is for the applicant to make the on-site utilities private. Under this scenario, Items 1, 3, and 4 are not an issue for the District since the on-site facilities will be private. In addition, Item 2 under this scenario could be addressed by setting all of the water meters and fire services for the project on Grande Avenue and Blume Street and installing the waterline on A Street dry until such time that the line can be looped when the adjacent property develops. The on-site water and sewer were addressed in this manner for a similar project that is now under construction, Tract 2689, located on Tefft Street and Blume Street.

Either of these alternatives still requires the existing water main in Grande Avenue be upsized to 8 inches in diameter. The District requires developers to bring waterlines adjacent to a new development project up to current District standards. Waiving this requirement would effectively transfer the cost of upgrading the existing 6 inch diameter waterline that will serve the new development project to the District's existing ratepayers.

Should your Honorable Board wish to deny the application, all that is needed is a motion. Should the Board wish to grant this application, then staff will need to prepare a resolution for the Board's approval at a subsequent Board meeting.

#### RECOMMENDATION

Staff recommends that your Honorable Board hear from the applicant and then the public. Following closure of public input, staff requests that your Honorable Board either deny the variance application, by motion or direct staff to prepare a resolution granting some or all of the applicant's requests for approval at a subsequent Board meeting. If your Honorable Board denies the variance application, then staff recommends that the Board make the determination that all on-site water and sewer facilities will be private and direct staff to process the project plans accordingly.

#### **ATTACHMENTS**

- July 2, 2009 Westland Variance Application Letter and Exception Plan Details
- August 20, 2009 AECOM Plan Review Comment Letter

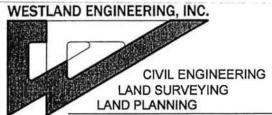
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## RECEIVEED

UUL 708909



3480 SOUTH HIGUERA STREET, SUITE 130 • SAN LUIS OBISPO, CA 93401



info@westlandengr.com • TELEPHONE: (805) 541-2394 • FAX: (805) 541-2439

July 2, 2009

Bruce Buel Nipomo Community Service District 148 S. Wilson Street Nipomo, CA 93444

RE: 38-LOT SUBDIVISION, BLUME & GRANDE STREETS, TRACT 2441, NIPOMO EXCEPTION REQUEST FOR NCSD DESIGN STANDARDS / GRAY TRUST

Dear Mr. Buel:

We would like to request an exception to your design standards on the following items we have listed below for Tract 2441. You will find enclosed a \$900.00 check that was requested by NCSD.

- 1) Sewer Easement Width Approval of the sewer easement width for a portion of the project between Lot 7 and Lot 8. The space between the units is less than 20 feet. We are asking for an easement in the narrowest spot of 16 feet to be accepted by the District. This easement will be enlarged once it has passed between the units. The sewer in this region is approximately 8 feet deep.
- 2) Looped Water Line Due to the layout of this subdivision as approved and it having only one access road off Blume Street, the section between Blume and the loop road will have only one feed line less than 115 feet long. Beyond this point, the project has a looped water main. In the future, an opportunity to provide a loop will be available when the next property develops. We are asking for the District to accept the single feed from Blume Street.
  - 2a) If a looped waterline is required, there is a potential for a loop between Units 13 and 14. We will ask for an easement width of 16 feet minimum for this loop in the water main.
- 3) Minimum Cover on Sewer Mains (6' minimum per standards) Due to the grade constraints on this project, we are asking for the District to accept sewer mains with less than 6 feet of cover. In the locations where the sewer has less than 6 feet of cover, we will provide a sewer lateral table to ensure vertical clearances between sewer laterals, water mains and storm drains.
- 4) Horizontal Clearance to Storm Drain from Sanitary Sewer (10' per standards) This project has some underground drainage basins made out of pipe and gravel that will not have 10 foot horizontal clearance from sewer mains. We are asking for the District to allow the basins to be closer than 10 feet to the sewer main.
- 5) Extension of Water Main Across the Grande Street Frontage. We are asking for this requirement to be deleted and use the existing 6" water main across the frontage of this project to reduce the costs on this project.

Please call our office at 541-2394 if you should have any questions and notify us when this request will go before your Board

Sincerley,

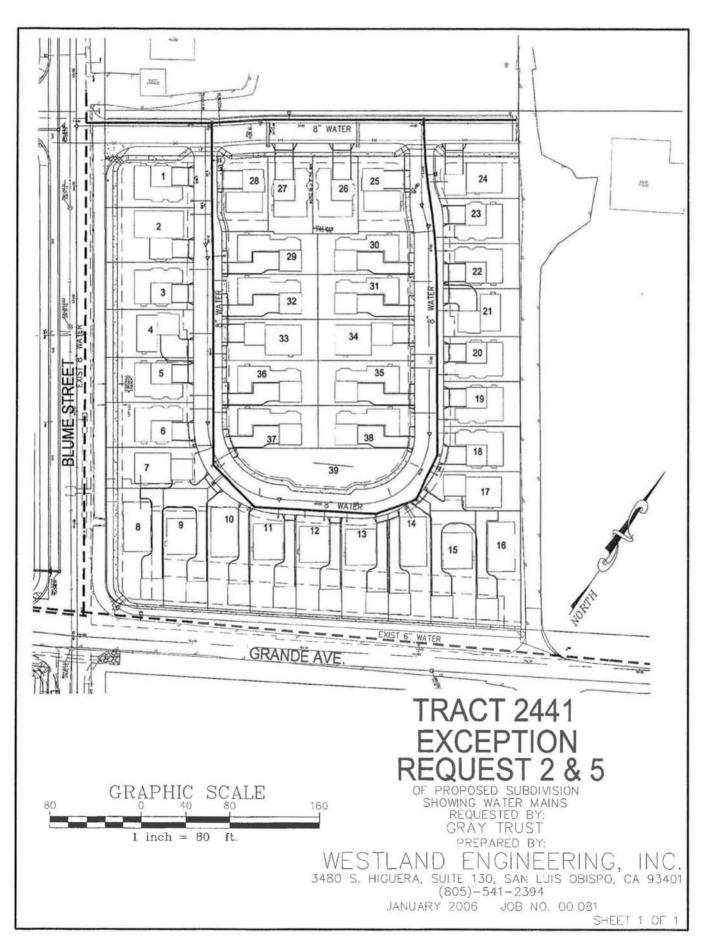
Bill Rebik, P.E. 35337

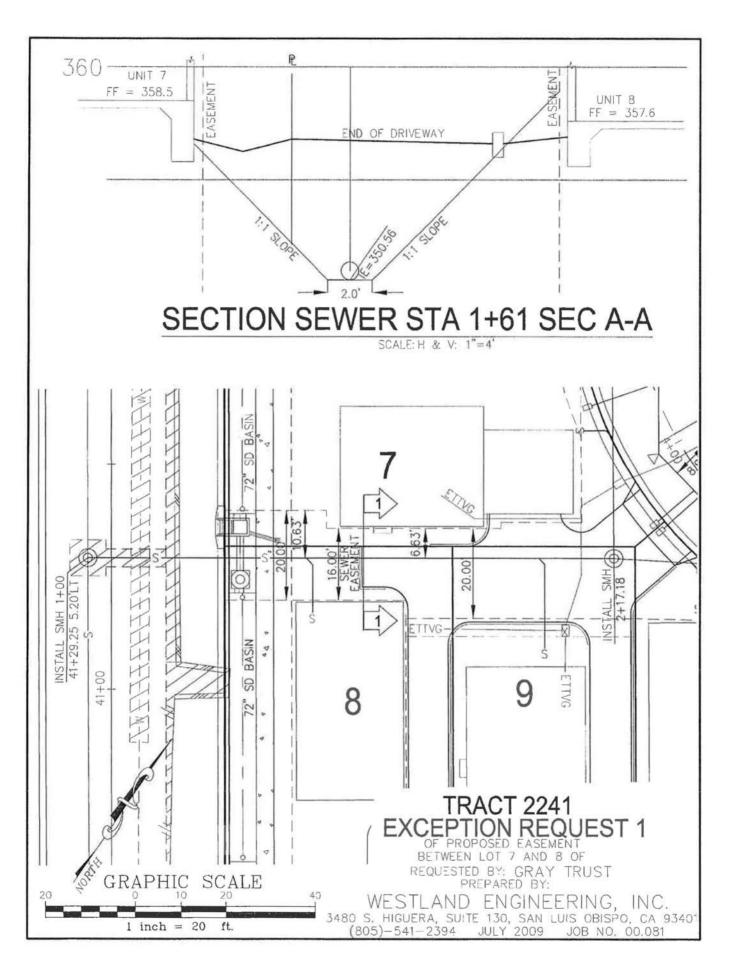
Westland Engineering, Inc.

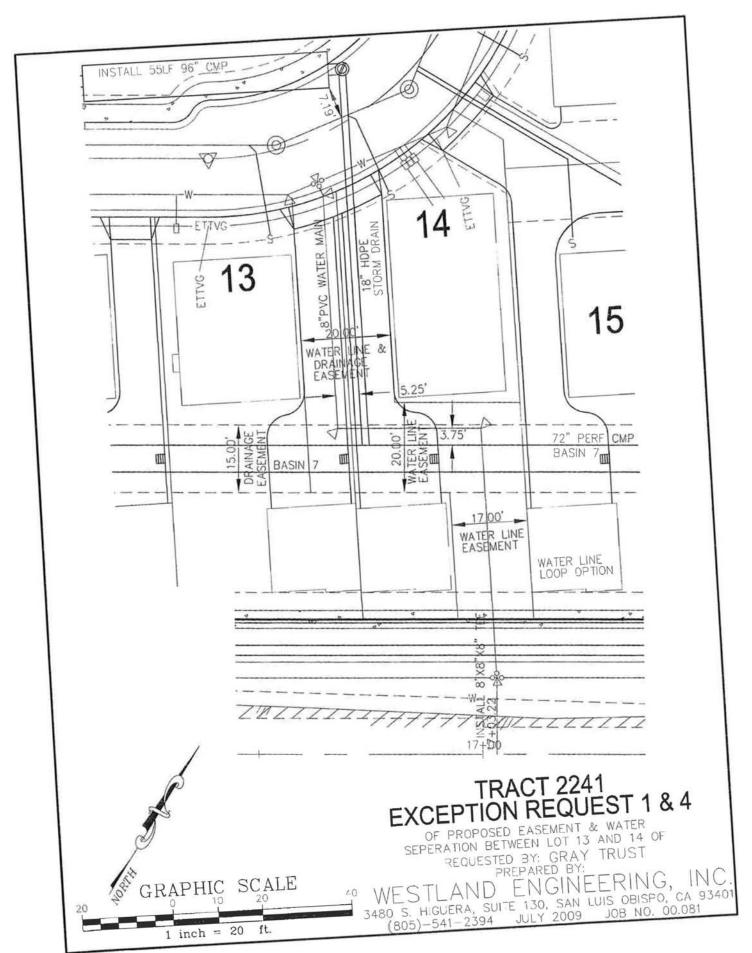
cc:

Peter Sevcik

Phil Gray







**AECOM** 

1194 Pacific St, Su 204, San Luis Obispo, CA 93401 T 805.542.9840 F 805.542.9990 www.aecom.com

Bruce Buel General Manager NIPOMO COMMUNITY SERVICES DISTRICT 148 S. Wilson Nipomo, CA 93444

August 19, 2009

Dear Bruce,

Subject: Plan Review Comments Plan Check for Tract 2441, Review #2

AECOM was hired to determine plan conformance to District Standards for the project. Only elements related to water and sewer utility service were reviewed. The proposed project is a 39 lot residential subdivision located at the northern corner of Grande Avenue and Blume Street on approximately 3.8 acres. The project is proposed with potable water and sanitary sewer service provided by the District.

This review is for conformance with the current version of the District's standards. Corrections or comments made on the plans, profiles, or other drawings do not relieve owner from the requirements of the District's standards, or from other requirements contained in Nipomo Community Services District's Ordinances and General Resolutions.

This is the second review of plans for this project. This letter specifically addresses a letter submitted by Westland Engineering (the applicant) on July 2, 2009, which requests exceptions for five of the District's standards. Generally, the exceptions being requested for the project are caused by the density of the project. An alternative solution that does not require these exceptions is proposed after the responses below.

- 1) Sewer Easement Width The applicant has requested a reduction in the standard 20 foot wide easement for a District sewer across private property. The applicant has offered a 16 foot easement bounded on both sides by houses, for a sewer main that is 8 feet deep. The District should also note that the easement is shared with a storm drain that varies in diameter from 24 inches to 60 inches. The 60 inch portion of the storm drain is a perforated pipe designed to allow infiltration of storm water into the soil. AECOM is concerned that the proximity of the proposed sewer to the storm drains and buildings will increase the District's operation and maintenance costs, and could lead to potential damage to the houses and/ or the storm drain if the sewer needed to be excavated in the future. AECOM recommends that the District deny this exception.
- 2) Looped Water Line The applicant has requested that the water main proposed for "A Street" be allowed to dead end. Dead end water mains create additional maintenance requirements for the District, and can also create potential water quality issues. AECOM recommends the District deny this exception.
- 3) Minimum Cover on Sewer Mains The applicant is requesting the sewer mains be allowed with less than 6 foot of cover. The point of connection to the existing sewer main is less than 6 foot of cover; therefore, AECOM recommends the District allow this exception.
- 4) Horizontal Clearance to Storm Drain from Sanitary Sewer The applicant is requesting the underground infiltration basins and storm drains be allowed with as little as 4 feet of horizontal clearance from the sanitary sewer. The proximity of the storm drain can lead to additional maintenance costs since it can be more expensive to dig adjacent to another trench. AECOM is concerned about the potential for increased infiltration

**AECOM Water** 

into the sewer system created by the proximity to the storm water infiltration basins since the infiltration basins are at a similar elevation to or are higher than the proposed sewer. AECOM recommends the District deny this exception.

5) Extension of Water Main Across the Grande Street Frontage – The applicant is requesting the use of the existing 6 inch water main located in Grande Street along the frontage of the proposed project. The District requires the pipe be upsized to 8 inches. Other developments along Grande have been required to upgrade this water main as part of their project. AECOM recommends the District deny this exception.

#### ALTERNATIVE SOLUTION

AECOM and District staff have discussed potential solutions and have determined that if the applicant makes the on-site utilities private, the exceptions will not be needed. By setting meters in Blume and Grande, the project could be served District water without the need for on-site District water mains. The on-site sewer main would also be privately owned and operated, and the on-site easements could be as small as the design engineer and owner think is prudent. AECOM recommends the on-site sewer be designed to prevent infiltration from the storm water system. The proposed 8-inch water main on "A Street" could be constructed at this time, but not connected to the Blume Street water main. This would negate the increased flushing and potential water quality problems. Any future development to the east connecting to the "A Street" water main could complete the connection and loop. If the Fire Department requires it, a double check assembly could be placed on Grande or Blume to serve on-site fire hydrants.

This alternative will still require the existing water main in Grande be upsized to 8 inches.

AECOM is available to discuss this alternative, and to answer questions regarding the recommended denial of the exceptions.

Sincerely,

Joshua Reynolds, PE Senior Engineer