

*John Snyder #10.00*

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**AGENDA**

REGULAR BOARD MEETING    MARCH 20, 1996    7:00 P.M.  
BOARD ROOM    261 W. DANA STREET, SUITE 100    NIPOMO, CA

**BOARD MEMBERS**

STEVEN SMALL, **PRESIDENT**  
KATHLEEN FAIRBANKS, **VICE PRESIDENT**  
ALEX MENDOZA, **DIRECTOR**  
AL SIMON, **DIRECTOR**  
ROBERT BLAIR, **DIRECTOR**

**STAFF**

DOUGLAS JONES, **General Manager**  
DONNA JOHNSON, **Secretary to the Board**  
JON SEITZ, **General Counsel**

CALL TO ORDER AND FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

1. REGULAR MEETING OF MARCH 6, 1996

PUBLIC COMMENTS PERIOD

2. PUBLIC COMMENTS  
Public comments on matters other than scheduled items.  
Presentations limited to three (3) minutes.

BOARD ADMINISTRATION

3. PUBLIC HEARING  
WATER LINE EXTENSION REIMBURSEMENT AGREEMENT  
SKYLARK PARK  
Reimbursement for water line improvements in the Frontage Road between Grande Ave. and Division Rd. (Discussion/Action)
4. DEVELOPMENT OF A COMMUNITY CENTER IN OCEANO  
Request from Oceano CSD to support a Community Center in Oceano for various recreation and education programs. (Discussion/Action).
5. DISTRICT ANNEXATION POLICY MODIFICATION  
Modifying the District Annexation Policy making it a requirement that future annexations provide for a water supply. (Discussion/Information).
6. REQUEST FOR ANNEXATION - NEWDOLL  
Annexation request for 7½ acres at the intersection of Hazel Lane and Tefft St. (Discussion/Action).
7. CONSTRUCTION OF WELL PUMP HOUSES  
Request for bids to construct pump houses at three District well sites (Discussion/Action).

FINANCIAL REPORT

8. APPROVAL OF WARRANTS

OTHER BUSINESS

9. MANAGER'S REPORT
  1. RATE STUDY /FINANCIAL PLAN STUDY SESSION APRIL 27 8AM-NOON
  2. PB PIPE REPAIR, STATUS REPORT
  3. BLACK LAKE DEVELOPMENT
10. DIRECTORS COMMENTS  
WATER SEMINAR  
BALLOT MEASURE
11. PUBLIC COMMENTS

ADJOURN

C:\W\AGENDA\A032096.DOC

MAR 20 1996

**NIPOMO COMMUNITY SERVICES DISTRICT  
MINUTES**

REGULAR BOARD MEETING    MARCH 6, 1996    7:00 P.M.  
BOARD ROOM    261 W. DANA STREET, SUITE 100    NIPOMO, CA

BOARD MEMBERS

STEVEN SMALL, **PRESIDENT**  
KATHLEEN FAIRBANKS, **VICE PRESIDENT**  
ALEX MENDOZA, **DIRECTOR**  
AL SIMON, **DIRECTOR**  
ROBERT BLAIR, **DIRECTOR**

STAFF

DOUGLAS JONES, **General Manager**  
DONNA JOHNSON, **Secretary to the Board**  
JON SEITZ, **General Counsel**

**CALL TO ORDER AND FLAG SALUTE**

At 7:08 p.m. President Small called the March 6, 1996 NCSB Board meeting to order and led the flag salute.

**ROLL CALL**

BOARD MEMBERS PRESENT: Directors Blair, Simon, Mendoza and Small. Director Fairbanks was absent.

**APPROVAL OF MINUTES**

1. REGULAR MEETING OF FEBRUARY 21, 1996

Upon motion of Director Blair and seconded by Director Mendoza, the Board unanimously approved the minutes of the Feb. 21, 1996 Bd. Meeting with a vote of 4-0.

**PUBLIC COMMENTS PERIOD**

2. PUBLIC COMMENTS

Public comments on matters other than scheduled items.  
Presentations limited to three (3) minutes.

President Small opened the meeting to Public Comment. Member of the audience made comments. Jerry Fialho, 136 Hazel Lane, Nipomo wished to express feelings concerning the possibility of sewer coming to his area. Richard and Karen Chandler, 154 Hazel Lane, Nipomo, also offered their opposition to the sewer. Also commenting from the audience was Beverly Chapman, NAAG and Nipomo Network. No action was taken.

**BOARD ADMINISTRATION**

3. DISTRICT OFFICE

Status on District office building site (Discussion/Action)  
Mr. Jones explained that contact has been made with the County in relation to acquiring the one-acre parcel between Tefft St. & Dana St. The Board discussed checking with the County again for status of property. Comments were made by Jerry Fialho and Beverly Chapman.

4. NOVEMBER ELECTION SCHEDULE  
Review Nov. General Election timetable for ballot measures (Discussion/Action)

Mr. Jones informed the Board of the schedule to put a measure on the November 1996 election ballot. There was much discussion with the audience. Those commenting were Randy Matthews, 787 Sandysdale, Paul Luis, 155 W. Price, Gene Kaye, 275 Summit Station Rd., Beverly Chapman, Scott Slater and Colleen Bundy, reporter from the Telegram Tribune.

Upon motion of Director Blair and seconded by Director Simon, the Board unanimously agreed to have a sub-committee meet with NAAG and other like community groups to discuss delivery of supplemental water, e.g. emergency turnout in State Water pipeline.

5. COUNTY TREASURY OVERSIGHT COMMITTEE  
District legal counsel report on CTOC (Discussion/Information)  
Jon Seitz gave a report on the CTOC meeting of \_\_\_\_\_(Date). No action was taken.

#### FINANCIAL REPORT

6. APPROVAL OF WARRANTS

Upon motion of Director Simon and seconded by Director Mendoza, the Board unanimously approved the Warrants presented at the March 6, 1996 meeting. Vote 4-0.

#### OTHER BUSINESS

7. MANAGER'S REPORT

Mr. Jones presented information on the following items. No action was taken.

1. SMWWCD CORRESPONDENCE
2. AMERICAN WATER WORKS ASSOC. ANNUAL CONFERENCE
3. SLO-CSDA CHAPTER MEETING MARCH 7 (meeting changed to April 25)

Cees Dobbe asked for a copy of the letter from the Santa Maria Valley Water Conservation District.

8. DIRECTORS COMMENTS  
Director Blair gave a brief report on the SLOCOG meeting.  
Director Mendoza commented about conduct of audience.
9. PUBLIC COMMENTS  
Gene Kaye commented.

MINUTES  
MARCH 6, 1996  
PAGE THREE

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

1. Existing Litigation GC§ 54956.9  
State of Calif. vs. NCSD
2. Anticipated Litigation GC§ 54956.9 (b)  
Two cases

\*GC§ refers to Government Code Sections

The Board came back into open session. They heard reports from their legal counsels concerning existing and possible litigation. No action was taken.

ADJOURN

President Small adjourned the meeting at 10:00 p.m.

C:\W:\MINUTES\M0306296

**MAR 20 1996**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 20, 1996

PUBLIC HEARING  
WATER LINE EXTENSION REIMBURSEMENT AGREEMENT  
TRACT 1813 (SKYLARK PARK)

The developer of Skylark Park, LLC, had requested a reimbursement agreement for a water line extension in Frontage Road between Grande Ave. and Division St. Your Honorable Board took this matter up at their February 7, 1996 meeting and approved the Public Extension Reimbursement Agreement between the District and Skylark Park, LLC. A Public Hearing was set for March 20, 1996. The Reimbursement Agreement allows the developer to receive reimbursements for the water line improvements installed that benefit other properties when they connect to this water line.

The property owners affected by this agreement have been notified. Now is the time to hold a Public Hearing to receive comments from these property owners. After the conclusion of the Public Hearing, the Board may consider the approval of the Extension Reimbursement Agreement with Skylark Park, LLC, and authorize the present Board to execute the agreement.

C:\W:\BD\skylark.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**POST OFFICE BOX 326 261 W DANA STREET SUITE 101**  
**NIPOMO, CALIFORNIA 93444 (805) 929-1133 FAX (805) 929-1932**

**NOTICE OF PUBLIC HEARING**  
**SKYLARK PARK WATER LINE**

APN \_\_\_\_\_  
NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

Dear Property Owner:

February \_\_\_\_, 1996

The Skylark Park Subdivision, Tract 1813, constructed a water line in Frontage Road southerly from Grande Avenue to their subdivision at their own expense, a cost of \$17,283.00. Skylark Park dedicated this water line to Nipomo Community Services District. As a result, the District will operate and maintain this water line.

Pursuant to District Code Section 3.04.260, any lot or parcel, which in the future may be served by connecting to this water line, will be required to reimburse Skylark Park LLC a pro-rated share of the cost of the water line. The District has determined that your property is to be included in the Skylark Park Water Reimbursement Area. Attached is a copy of the Reimbursement Boundary Area and Water Reimbursement Spread, Exhibit "A".

The District's Board of Directors will hold a Public Hearing to consider property owners comments on the construction of this water line.

**PLEASE NOTE:** Water service is presently being supplied to your property. There will be no cost to you at this time but prior to any new development on your property, the District will require you to pay the water line reimbursement fee as well as the District's standard Water Capacity Fee.

The Reimbursement Agreement with Skylark Park will expire in ten (10) years. Anyone connecting to the water line after this time will not be obligated to pay a reimbursement fee, however, all other District fees will still be applicable.

APN \_\_\_\_\_

PRO-RATED COST \$ \_\_\_\_\_

PUBLIC HEARING DATE \_\_\_\_\_

If you have any questions, please feel free to contact our office at 929-1133.

Doug Jones  
General Manager

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: FEBRUARY 7, 1996

WATER LINE EXTENSION REIMBURSEMENT  
TRACT 1813 (SKYLARK PARK)

Tract 1813 (Skylark Park) is a development fronting Frontage Rd. between Grande Avenue and Division Street as shown as Parcel E on Exhibit A. There presently exists a 6-inch water line running down the back property line of all the parcels fronting Frontage Road. The District wishes to abandon this 6-inch water line because of the difficulty of maintaining it in a back yard easement. To do this, a new water line of a greater capacity needs to be installed in Frontage Road between Grande and Division. One of the requirements of the Skylark Development was that they install an eight-inch water line from Grande to their project, which in the future could be extended to Division Street.

The District code allows a developer to request a Reimbursement Agreement for improvements that benefit other properties along with themselves. Skylark Park LLC has requested such a Reimbursement Agreement for an 8-inch water line installed in Frontage Road. Parcels A through E are presently receiving water service via the back yard. Parcel A was developed a few years ago into an apartment complex. At that time, the water line should have been extended across their parcel on Frontage Rd. but it was not. Parcels B, C, and D are individual residents being served water from the back property water line. Parcels B, C, and D are zoned Multi-residential use. If, in the future, they develop to their potential, they would reimburse the developer for the water line improvements within the scope of the agreement. In fairness, since Parcel A had been previously developed, staff felt that the District would pay for the front footage of Parcel A. If Parcel A modifies its use, then, it would be possible that those moneys may be recaptured by the District.

Included for the Board's review is the Public Extension Reimbursement Agreement between the District and Skylark Park LLC. Exhibit A of the Agreement shows the reimbursement schedule for each of the parcels.

Part of the procedure of having a reimbursement agreement is that all property owners affected by this agreement will be notified. It is recommended that Your Honorable Board set for Public Hearing for March 20, 1996 so that any input from property owners may be heard. Enclosed is a copy of the notice of Public Hearing that will be sent to the affected property owners.

Skylark Park LLC  
P.O. Box 920  
Nipomo, CA 93444

JAN 10 1996

January 9, 1996

NCSD  
Att: Doug Jones  
P.O. Box 326  
Nipomo, CA 93444

TRACT 1813

Dear Mr. Jones:

Pursuant to our conversation on January 8, 1996, we are requesting reimbursement for the water line we installed on Frontage Road. I have enclosed a copy of the original contract between MJ Ross and Skylark Park as well as a letter from MJ Ross that gives the breakdown of the cost of the offsite water line on Frontage Road.

Please advise if any other documentation is needed for this reimbursement. If you have any question you can contact us at (805) 929-1984. Thank you for your time and attention.

Sincerely,



Melissa F. Cady  
Assistant



PUBLIC EXTENSION REIMBURSEMENT AGREEMENT BETWEEN  
THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND SKYLARK PARK LLC  
FOR TRACT 1813

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1996, in San Luis Obispo County, California, by and between the Nipomo Community Services District, State of California, hereinafter referred to as "District", and the SKYLARK PARK LLC, hereinafter referred to as "Applicant" with reference to the following recitals:

A. Applicant owns and is developing certain property within the boundaries of the District, commonly referred to as TRACT 1813 and herein referred to as The Tract; and

B. In order to develop The Project, Applicant is required by the District to construct a public service extension along Frontage Road to serve The Project. Said service extension is described as follows:

A 8" PVC water line in Frontage Rd. southerly from Grande Ave. approximately 561 ft.

C. Said Public service extension is to be shown on a map attached hereto as Exhibit A.

D. The Applicant's costs descriptions in constructing the public service extension are described as follows:

Construction Cost	\$ 17,283.00
Front Footage	561'
Unit cost per front foot \$	30.81

E. Applicant has agreed to or has dedicated the public service extension to the District;

F. The public service extension will serve adjacent land owners as provided in the rules and regulations of the District.

G. The District will reimburse Applicant on a prorated basis for part of Applicant's costs in constructing the public service extension from adjacent land owners as herein provided.

PUBLIC EXTENSION REIMBURSEMENT AGREEMENT  
PAGE TWO

NOW, THEREFORE, in consideration of the mutual conveyance contained herein, Applicant and District agree as follows:

1. Term.

The term of this agreement shall be for 10 years from the date it is approved by the District Board of Directors.

2. Rate of Reimbursement.

During the term of this Agreement, the District will reimburse Applicant for his costs in constructing the public service extension on a prorated basis from adjacent land owners pursuant to the District engineer's report. The District will collect said prorated amount from each adjacent land owner before permitting said owner to connect to the public service extension.

3. Administrative Costs.

Ten percent (10%) of all monies collected pursuant to this agreement shall accrue to the District as administrative fee.

4. District Connections.

4.1 The District may make connections to said public extension to serve public facilities without obligation to reimburse Applicant.

4.2 The District may also make or permit connections to said public service extensions to serve private property outside of the area of proration as determined by the District engineer; provided, however, that the District Board reserves the right to determine at the time whether or not the owners of such private property shall be subject to the reimbursement provisions of this Agreement.

5. Conditions of Reimbursement.

District's obligation to reimburse Applicant is conditioned on the following:

5.1 Applicant providing District with an engineer's certification that extensions are constructed in substantial conformance with the plans and the standard improvement specification and drawings submitted to the District.

5.2 The utility line extension has been inspected and approved by the District.

5.3 Applicable easements have been offered and accepted by the District.

5.4 Applicant providing the District with a detailed accounting, satisfactory to the District, of the amounts expended for the construction and installation of the public service extension.

6. Obligation of District.

If, for any reason, the reimbursement fee is or becomes legally uncollectible, the District shall not be responsible in any way for collecting the reimbursement fee and/or reimbursing the Applicant for the costs of the public service extension.

7. Place of Payment.

The District shall make payment to Applicant at Skylark Park LLC, Post Office Box 920, Nipomo, CA 93444. This address may be changed at any time by Applicant by receipt of written notice to the District.

8. Successor's and Heirs.

This Agreement shall be binding on and shall enure to the benefit of the heirs, executors, administrator, successors, and assigns of the parties hereto.

9. Severability.

Shall any provision of this Agreement be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect unimpaired by the court ruling.

10. Captions.

The captions of the Sections of this Agreement are for convenience and reference only. They shall not be construed to define or limit the provisions to which they relate.

PUBLIC EXTENSION REIMBURSEMENT AGREEMENT  
PAGE FOUR

11. Indemnity.

Applicant agrees to save, indemnify and hold harmless, the Nipomo Community Services District, its officers, employees and agents, from all liabilities, judgments, costs and expenses, due to any and all activities related to the implementation of the rights and privileges granted in this agreement.

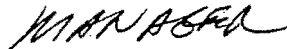
IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day approved by the Board of Directors of the Nipomo Community Services District.

AGREED.

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



APPLICANT



Approved by the Nipomo Community Services District Board of Directors on this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
STEVEN SMALL, President  
to the Board of the Nipomo  
Community Services District

ATTESTED

\_\_\_\_\_  
DONNA K. JOHNSON  
Secretary to the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
JON S. SEITZ  
General Counsel

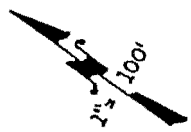
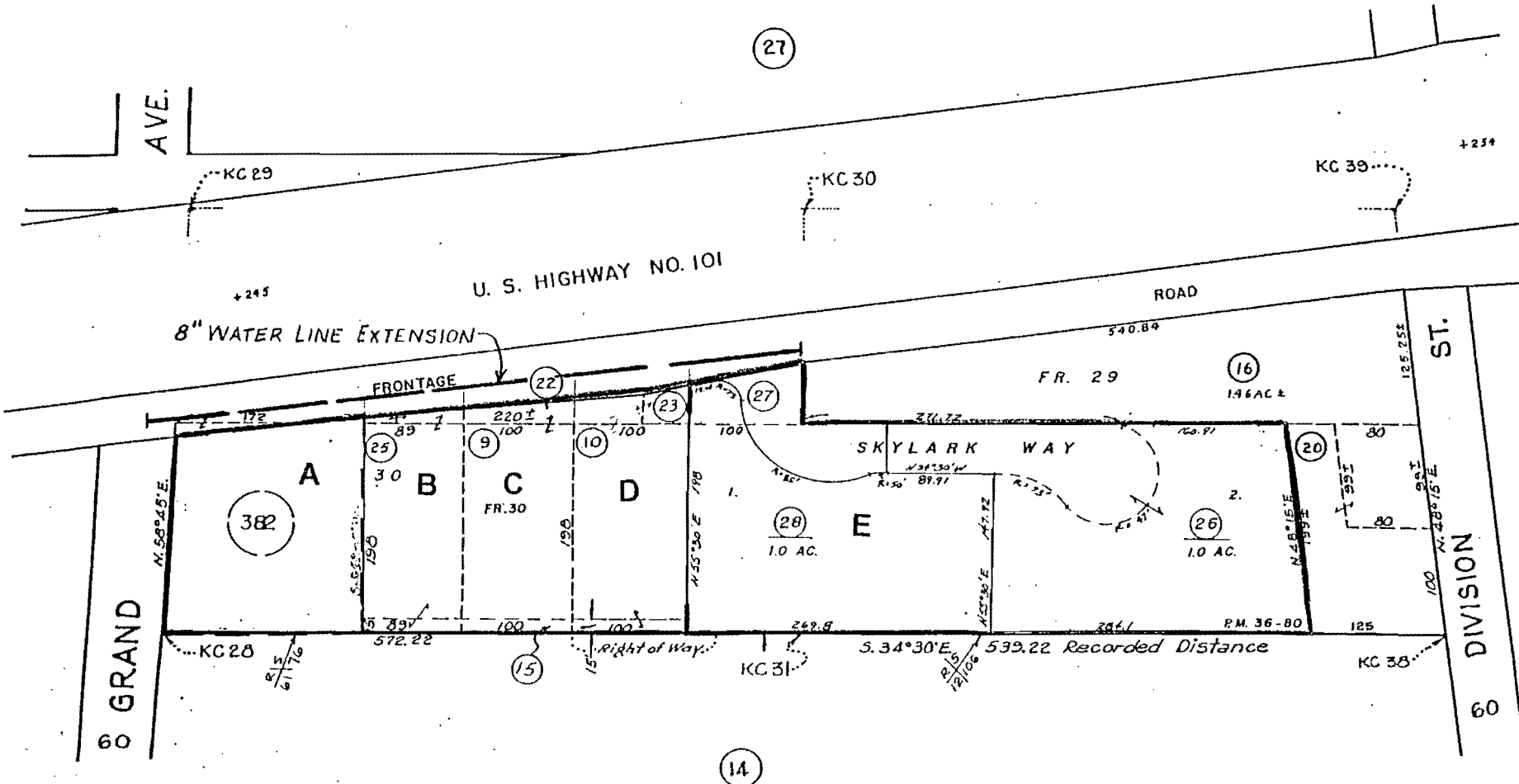
C:\W:\TRACTS\SKYLARK.DOC

REIMBURSEMENT SCHEDULE

PARCEL	FOOTAGE	UNIT COST	AMOUNT
A	172'	\$30.81	5298.00
B	89'	30.81	2742.00
C	100'	30.81	3081.00
D	100'	30.81	3081.00
E	100'	30.81	3081.00

EXHIBIT A

TAX AREA CODE NO. 92-



This Map is Prepared For Assessment Purposes Only.



**MAR 20 1996**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 20, 1996

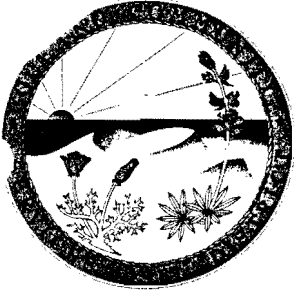
COMMUNITY CENTER IN OCEANO

The District has received a letter from Richard Searcy, Board President of the Oceano Community Services District requesting your Honorable Board to support a Community Center in Oceano. It is proposed that this Community Center would support various recreational and educational opportunities in the South County.

As the Board is aware, Nipomo has its own recreation program carried on by its citizens. Whether this program in Oceano would benefit or hinder the recreation program in Nipomo is unknown, but the support of any and all recreation programs would be a benefit to each and every community.

If Your Honorable Board would like to take a position in this matter, they may direct staff accordingly.

C:\W:\BD\ocsdrec.DOC



## Oceano Community Services District

1655 Front Street, P. O. Box 599, Oceano, CA 93445 (805) 481-6730 FAX (805) 481-6836

March 7, 1996

Board of Directors  
Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444

**SUBJECT: DEVELOPMENT OF A COMMUNITY CENTER IN OCEANO**

Honorable Board of Directors:

For the past several years, the Oceano Community Services District has been working to find ways to fill the recreational needs of its residents. It has successfully applied for a grant to purchase a large parcel of land, and has since constructed a community park on that site. Recently, the District's Board of Directors voted to become the lead agency in application for Community Development Block Grant funds with the ultimate goal of providing a community center for the citizens of Oceano.

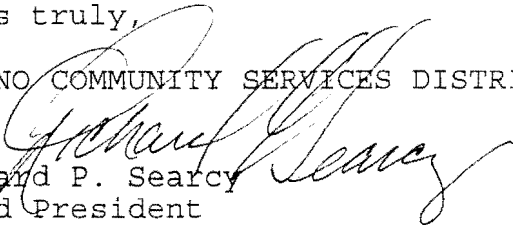
Through an assessment conducted by RRM Design Group to determine the amount of support and need for various recreation and educational opportunities in the South County, the District has learned that South County residents, particularly those of Oceano, Nipomo, and Arroyo Grande, are in favor of the development of a community center in Oceano to serve their needs.

The District is asking that your agency provide a letter of support and recognition of the potential benefit which could be provided to South County residents by the construction of a community center in Oceano. The letter should be addressed to the Oceano Community Services District at P.O. Box 599, Oceano, California, 93445.

Thank you for your assistance, and if you have any questions, or require further information, please feel free to contact me.

Yours truly,

OCEANO COMMUNITY SERVICES DISTRICT

  
Richard P. Searcy  
Board President

RPS/GAD/cjw

**RECEIVED**

MAR 11 1996

NIPOMO COMMUNITY  
SERVICES DISTRICT

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 20, 1996

#### DISTRICT ANNEXATION POLICY

Attached is information on Annexation and Services which addresses Sewer Service, Water Service and Water Supply along with LAFCO procedures for processing annexations.

With respect to the water supply, a number of reliable engineering reports have been completed indicating the Nipomo Mesa Sub-unit of the Santa Maria Groundwater basin is in a state of overdraft. The District's Annexation Policy adopted February 2, 1983, in Section 5 under Paragraph B, has the following statement, "The Nipomo Community Services District may require that sufficient proven water well capacity to meet projected needs be available at the development site or other approved location and dedicated to the Nipomo Community Services District." The present annexation policy wording is discretionary and addresses capacity but not supply.

Based on the studies that indicate the Nipomo Mesa is in a state of overdraft, Your Honorable Board may wish to consider that the District modify its annexation policy by making it a requirement that any proposed annexation to the District provide a proven water supply to meet its needs. Staff is drafting a document which revises the District annexation policy, making it a requirement that any new annexations be required to show that they have a sufficient proven water supply to meet their requirements.

Staff suggests that this policy be established by a Resolution. After the Board has reviewed the proposed policy and changes - the necessary documents to revise the annexation policy will be prepared for consideration at the next Board meeting.

C:\W:\BD\annxplcy.DOC



## ANNEXATIONS AND SERVICES

From time to time the District receives requests for annexation to the District so that applicants may receive water and sewer services from the District. The annexation policy adopted by the District outlines essential services that will be provided by the District. The District's primary service is to provide water and sewer service within it's boundaries.

### SEWER SERVICE

Sewage generated by the customers is sent to the District for treatment and disposal. Operation of the wastewater treatment and collection facilities are primarily a capital expenditure item. The District is in the process of expanding its wastewater facility. The funds in the sewer department are sufficient to cover the expansion. Once the facility is expanded, it is felt that there is ample capacity to handle any present and future sewerage needs, including areas that may be outside the District boundary. District policy provides sewer service only when connected to District water.

### WATER SERVICE

The District water supply presently comes from the ground water basin primarily on the Nipomo Mesa. Attached are a number of exhibits showing the existing and potential water production capacities of the District.

Exhibit No. 1 shows the existing production capacity of the District wells which is about 2450 gal/min. This production does not include the Black Lake wells. The Black Lake wells are presently on a separate system and are not included in this scenario. Taking the seven District wells, producing 2450 gal/min. and using a 20% safety factor, the actual production would be approx. 1960 gal/min. or approx. 3160 AFY.

Exhibit No. 2 graphs the water production in acre feet and the number of accounts over time. This exhibit also shows the water used per account from 1989 through 1995. Water consumption from this period has dropped from approximately .80 AFY to 0.66 AFY. In 1992, the District raised its water rates which may be one of the reasons for the drop in consumption. As urbanization of Nipomo takes place with smaller lots and possible future water rate increases, it will probably be found that the water use per account will decline further.

## ANNEXATIONS AND SERVICES (cont)

Exhibit No. 3 was developed with information taken from the South County Area Plan, which estimates build-out and population to the year 2010. The land use map shows the Nipomo Urban Reserve Line (URL), which includes the area currently served by Cal Cities Water Co. The water service area for Cal Cities is approx. 40% of the area within the Urban Reserve Line.

Using this information, the District's water needs were developed for the year 2010 based on variable water uses per account. Note that if the present water users reduced their usage in half, then the existing District production would probably meet the year 2010 demand.

### WATER SUPPLY

The District's annexation policy addresses conservation of natural and environmental resources, including the local water resources. Past reports, developed by the Department of Water Resources, private consulting engineers, and public agencies, have indicated that the Nipomo Mesa groundwater basin is in a state of overdraft. Presently, there is no restriction on water extractions from the basin.

The District should review each annexation on its own merits. Those annexations, that may bring a water source or supplement water to the District, should be looked upon favorably. Those areas that do not have a water source should be discreetly reviewed.

### OTHER ITEMS

By increasing the District's user base, usually the result is a lower cost per unit, i.e. economy of scale.

The greater the service area - the greater the influence over the area where water conservation, pollution prevention, etc. measures could be introduced.

## ANNEXATIONS AND SERVICES (cont)

### ANNEXATION PROCEDURES (From LAFCO personnel)

1. One wishing to annex property to an agency may contact that agency directly to determine that agency's position on annexation.
2. An annexation application requesting annexation to an agency must be submitted to LAFCO.
3. The County and the local agency negotiate a tax exchange rate for the proposed annexation area. The annexation would not proceed until the tax exchange is resolved.
4. LAFCO will request information on the available services, water, sewer, etc., that the agency could and would supply to the proposed area to be annexed.
5. Based on LAFCO policies and the information supplied to LAFCO from the agency, LAFCO would approve or disapprove the proposed annexation.
6. If LAFCO approves the proposed annexation, then the agency holds a protest hearing. If there is a majority protest the annexation dies. Otherwise, the agency accepts the annexation.
7. If the agency does not act on the LAFCO resolution, within a sixty-day period, then the matter will be taken up by the Board of Supervisors who would hold a hearing and consider the annexation. GC§ 57005, 6

*NOTE: Such items as land use categories, zoning, water supply, police services, etc. are all taken up during a LAFCO hearing, and LAFCO makes the determination of approving or not approving the annexation. Since this District does not have land use powers, the water and sewer issues are the primary concerns of the District.*

## **General Standards For The Evaluation Of Proposals For The Formation Of Municipalities And Special Districts And Annexations**

### **I. General Standards:**

1. Cities and special districts are discouraged from annexations outside of their urban development areas unless the need for such services is clearly demonstrated.
2. Cities and special districts which provide municipal - type services are encouraged to establish urban development areas within their spheres of influence.
3. Cities are encouraged to annex unincorporated islands, and land mostly surrounded, within their spheres of influence.
4. Cities are discouraged from strip or non-contiguous annexations.
5. Development of vacant land within a city is favored by the Commission over development in fringe areas.
6. Urban development within cities is preferred by the Commission to such development in unincorporated territory.
7. The Commission will recognize and preserve clearly - defined, long-term agricultural and open space areas established by the County.
8. The Commission favors annexation to an existing agency over creation of a new agency.
9. The Commission discourages special districts from extending services by agreement without annexation.
10. The Commission normally will require annexation to a city rather than annexation to a sanitation, sanitary, or water district in the unincorporated area.
11. The Commission will require, as a condition to city annexation, detachment of the annexed territory from special districts where appropriate.
12. The Commission prefers merger of special districts with a city upon incorporation, whenever possible, as being in the best interest of the local citizens.
13. In any proposal, the impacts on affordable housing must be considered. The Commission will consider the impact of the creation of new jobs on affordable housing stock, not only in the jurisdiction to which the annexation is proposed, but also in neighboring jurisdictions. The agency to which the annexation is proposed should demonstrate to the Commission that the effects of the proposed project on affordable housing have been mitigated.

14. The Commission encourages development on vacant or under-utilized parcels already within the boundaries of a jurisdiction, prior to annexation of territory within that agency's sphere of influence and service. The agency should provide LAFCO with a build-out estimate or inventory and document how it was prepared.

In any sphere of influence and/or service revision or annexation proposal, the agency should demonstrate that it has the capacity to serve the vacant or under-utilized parcels already within its boundaries, plus the sphere of influence and/or service revision or annexation area. If the proposed project is in phases, the agency should demonstrate that adequate service capacity will be provided as needed for each phase. Alternative single or multiple sites for the proposed project that are already within the agency's boundaries should also be identified."

15. In any proposal requiring water service, the Commission requires that the agency to which the annexation is proposed should demonstrate the availability of an adequate, reliable and sustainable supply of water. In cases where a phased development is proposed, the agency should demonstrate that adequate service capacity will be provided as needed for each phase. In cases where a proposed annexation will be served by an on-site water source, the proponent should demonstrate its adequacy.

#### IV. Standards for Annexation to Special Districts:

1. A demonstrated immediate need exists for the required services and there is no reasonable alternative manner of providing them.
2. The proposed annexation represents a logical and reasonable expansion of the district.
3. The proposed annexation reflects the plans of adjacent governmental agencies.
4. The proposed annexation does not represent an attempt to annex only revenue-producing property.
5. The proposed boundaries must be definite and certain and conform to lines of assessment whenever possible.

EXHIBIT NO. 1

NIPOMO COMMUNITY SERVICES DISTRICT  
WELL PRODUCTION CAPACITY

PRESENT PRODUCTION

<u>WELL</u>	<u>CAPACITY GPM</u>
EUREKA	850
VIA CONCHA	700
BEVINGTON	325
OMIYA	100
OLYMPIC	125
CHURCH	150
FAIRVIEW	200

POTENTIAL PRODUCTION

<u>WELL</u>	<u>CAPACITY GPM</u>
MOORE	700
DANA 1 & 2	300
OTHERS	800

2450 GPM X 80 % = 1960 GPM = 3160 AFY  
(80% OF CAPACITY IS USED TO ALLOW DOWN TIME FOR MAINTENANCE OF WELLS.)

BLACK LAKE #3	325
BLACK LAKE #4	400

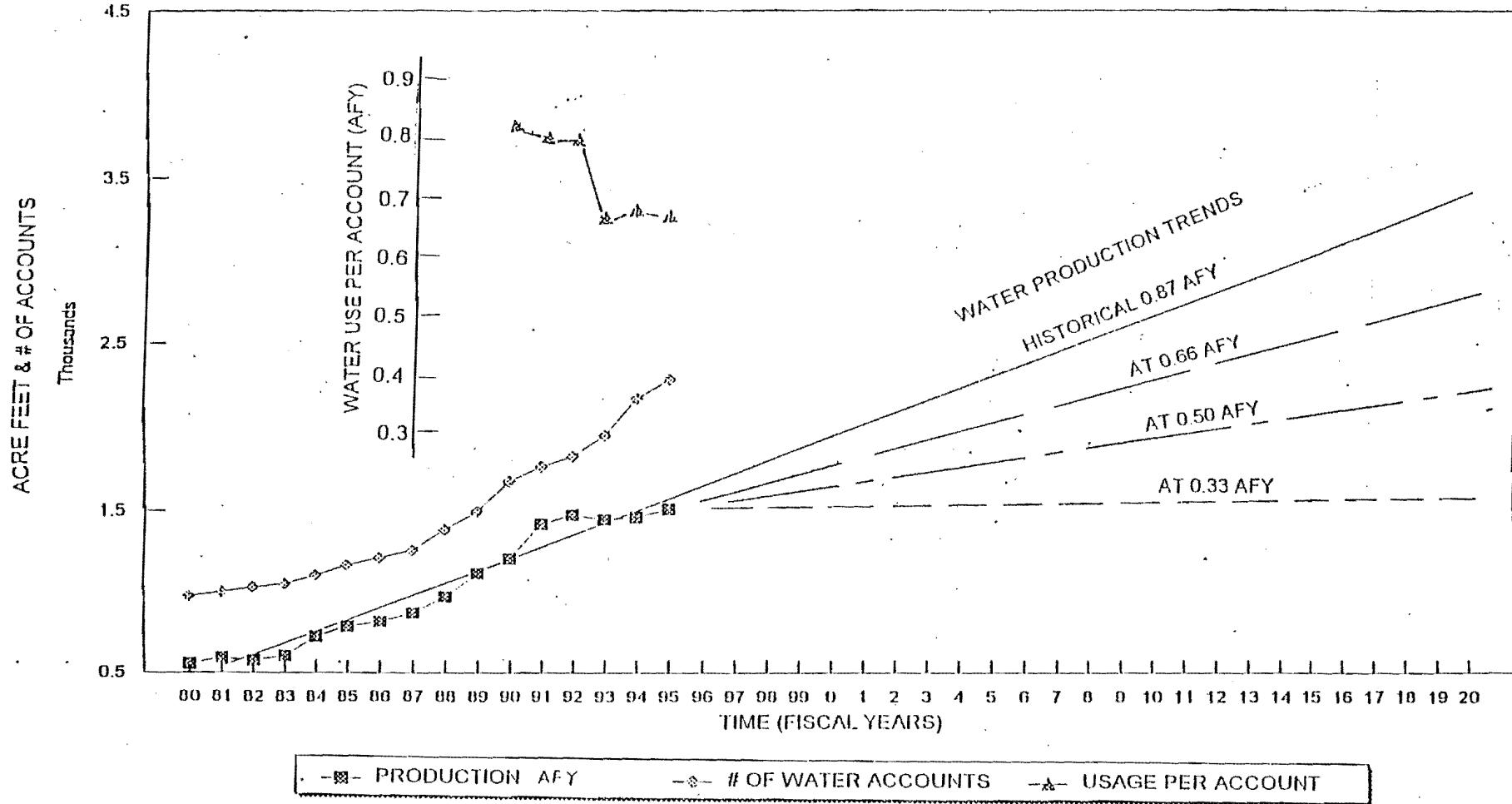
725 GPM X 80% = 580 GPM = 935 AFY

TOTAL

4060 AFY

EXHIBIT NO. 2

**NIPOMO COMMUNITY SERVICES DISTRICT**  
 PRODUCTION, WATER ACCOUNTS AND USAGE (excluding the Black Lake System)



REVISED 2/96 BY DJ

**EXHIBIT NO. 3**  
**BUILD-OUT PROJECTIONS**  
 FROM THE SOUTH COUNTY PLANNING AREA, TABLE A-2

BUILD-OUT DWELLINGS            7,678  
 BUILD-OUT POPULATION        24,032  
 PROJECTED BUILD-OUT DATE    2010+

Based upon the South County Planning Area Plan, the estimated build-out for the Nipomo Urban Area in the year 2010+ is 7678 dwellings or a population of 24,032. The District serves about 60% of the Nipomo Urban area and California Cities Water Co. serves about 40%.

Due to a greater dwelling density of the Land Use Categories within the Nipomo Community Services District service area it is estimated that the District would serve approximately 65% of the build-out urban population.

The estimated water needs for an average account using 0.66 AFY is as follows:

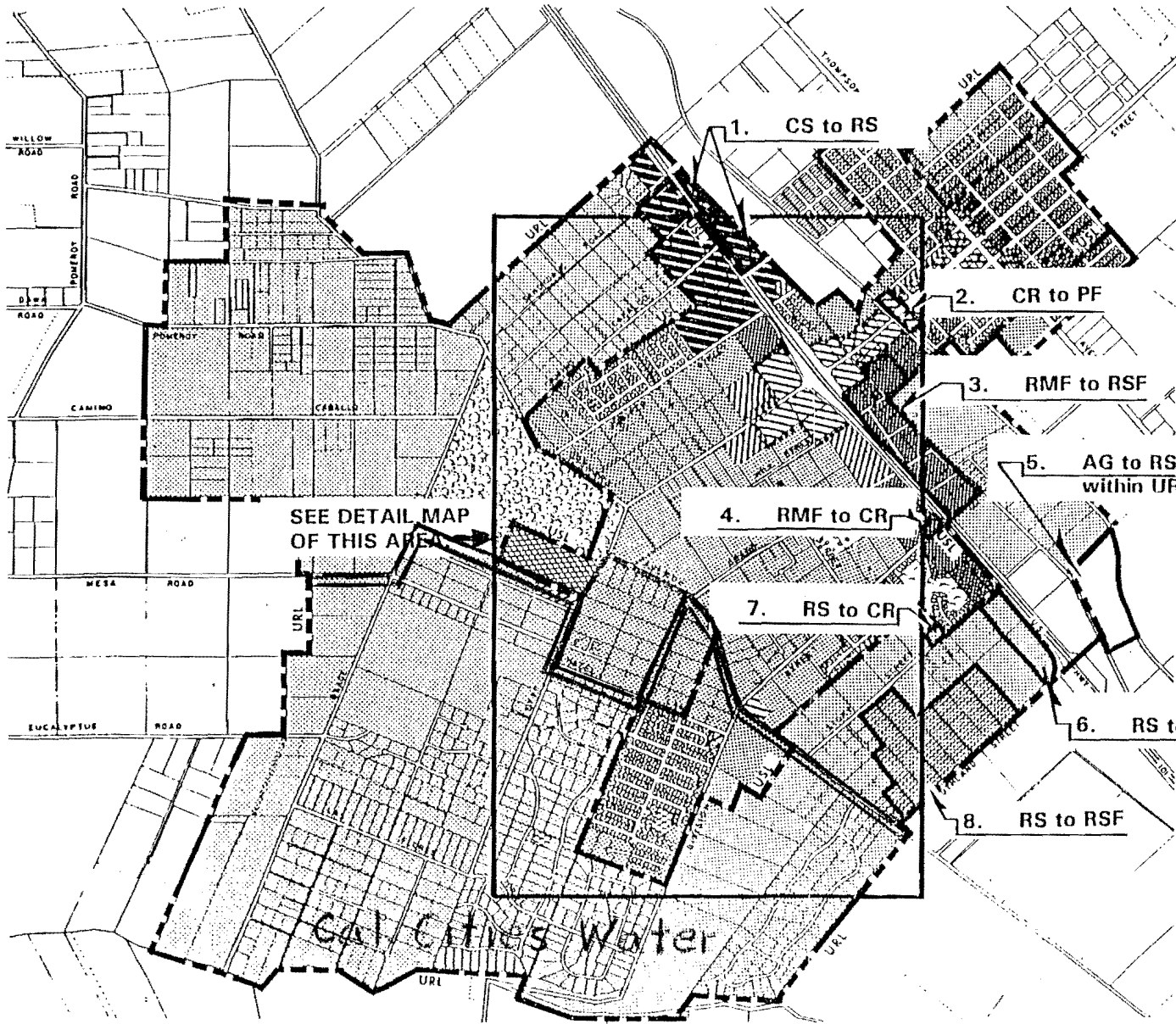
Build-out Dwellings 7678 x 65% = 4990 dwellings or accounts  
 4990 Dwellings x .66 AFY (ave. use per dwelling)= 3293 AFY

*Note: The Boyle Engineering Master Plan estimates (without Black Lake) the number of residential units in the year 2020 to be 4071 with an average annual demand per unit of 0.40 AFY.*

Following are estimated water needs using different water use per account at estimated build-out:














WATER USE PER ACCT.	BUILDOUT DWELLINGS	ANNUAL H <sub>2</sub> O
0.66 AFY x	4990	= 3293 AFY
0.50 AFY x	4990	= 2495 AFY
0.40 AFY x	4990	= 1996 AFY
0.33 AFY x	4990	= 1647 AFY










**LEGEND**

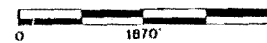
**LAND USE CATEGORIES**

-  AGRICULTURE
-  RURAL LANDS
-  RECREATION
-  RESIDENTIAL RURAL
-  RESIDENTIAL SUBURBAN
-  RESIDENTIAL SINGLE FAMILY
-  RESIDENTIAL MULTIPLE FAMILY
-  OFFICE & PROFESSIONAL
-  COMMERCIAL RETAIL
-  COMMERCIAL SERVICE
-  INDUSTRIAL
-  PUBLIC FACILITIES
-  OPEN SPACE

**BOUNDARIES**

-  URBAN RESERVE LINE (URL)
-  URBAN SERVICES LINE (USL)
-  VILLAGE RESERVE LINE (VRL)
-  PLANNING AREA
-  CENTRAL BUSINESS DISTRICT

**SCALE**



**NORTH**



**NOTE:**

This map is for reference purposes only. Official maps, showing precise property lines and land use category boundaries, are on file in the Planning Department.

**NIPOMO**

**LAND USE CATEGORIES**

San Luis Obispo County Planning Department  
Revised:

**TABLE A-2  
ESTIMATED BUILD-OUT CAPACITY AND PROJECTED BUILD-OUT DATES**

Area/Community	Build-out Dwellings	Build-out Population	Projected Build-out Date
Rural Area	2,862	8,958	2010+
Callender-Garrett Village Area	250	783	2010+
Los Berros Village Area	71	222	2010+
Nipomo Urban Area	7,678	24,032	2010+
Palo Mesa Village Area	797	2,495	2010+
<b>TOTAL</b>	<b>11,658</b>	<b>36,490</b>	

**NOTES:**

1. The build-out capacity estimates and population projections are subject to change with the development of new information through the Land Use Element update program or other research projects. Estimates may be revised periodically.
2. Community listings include all land within urban or village reserve lines. Villages are considered part of the rural area in Table A-1.
3. The build-out population represents the likely maximum population to inhabit each community or area, under current city and county general plans, given the factors discussed in Chapters 3 and 5. Population is derived from an average 3.13 persons per dwelling unit, determined by the 1990 U.S. Census.
4. Projected dates are estimates rounded to the nearest five-year interval using population projections in Table A-1.

MAR 20 1996

TO: BOARD OF DIRECTORS  
 FROM: DOUG JONES  
 DATE: MARCH 20, 1996

REQUEST FOR ANNEXATION  
 NEWDOLL

Mr. Bob Newdollar is requesting annexation to the District of approximately 7½ acres near the intersection of Hazel Lane and Tefft Street in Nipomo. Mr. Newdollar has 5 acres of the 7½ acres proposed for annexation. Prior to Mr. Newdollar's annexation request, LAFCO approved the Hasting annexation (which consists of approximately 15 acres) between Mr. Newdollar's proposed annexation and the District boundary. This annexation was approved by LAFCO with certain financial conditions being met before being finalized. These conditions were not complied with, therefore, the annexation application has expired.

The Newdollar annexation has been submitted to LAFCO but it did not proceed because the negotiated tax exchange with the County for this annexation was never agreed upon. The Newdollar proposed annexation in itself is within the Sphere of Influence established by LAFCO but is not immediately adjacent to NCSA.

The water and sewer service needs for these annexations are as follows:

<u>NAME</u>	<u>AREA</u>	<u>NO OF LOTS</u>	<u>WATER USE PER LOT *</u>	<u>TOTAL WATER</u>	<u>WASTE WATER FLOW ESTIMATE*</u>
Newdollar	7½ acres	26	0.38 AFY	10 AFY	.007 MGD
Hastings	15 acres	52	0.38 AFY	20 AFY	.014 MGD

\* Supplied by EDA

ITEMS TO REVIEW:

WATER AND SEWER CAPACITY

The District presently has the well pumping capacity (2450 gpm/3100+ AFY) and sewer capacity (0.4 MGD) to serve the proposed annexation. The District is presently expanding its wastewater facility and is planning additional water peaking capacity.

## WATER SUPPLY

Presently the District's pumping capacity is in excess of 3000 AFY which should be sufficient to meet the build-out projections of the District. A number of reports have indicated that the Nipomo Sub-unit of the Santa Maria Ground Water Basin is in a state of overdraft, which means that more water is being pumped out than is being replenished to the basin. The District has an obligation to meet the needs of its customers within the boundaries and any areas outside the boundaries it is presently serving. Presently, there is no restriction on the amount of water the District can extract from the basin. If the District water supply were to be limited through a form of judicial restriction on extractions or if management of the basin would occur, expansion of the District boundaries may have an impact on existing and new users where a limited water supply would have to serve the area.

The Newdollar request for annexation is primarily for water and sewer services so that the existing zoning of 10,000 sq. ft lots could be accomplished. Without sewer service the area can only be developed with one-acre parcels. It is estimated that the 10,000 sq. ft lots would consume from 20-50% more water than one acre lots in a given area.

## Tax Exchange

Areas annexed to the District have a property tax exchange negotiation procedure with San Luis Obispo County. The County's administration has taken a position that districts with primary enterprise operations would have a zero tax exchange on new annexations. The County feels that the District's total revenue base should be coming from the user fees. Mr. Newdollar has mentioned that he would consider some type of assessment to offset the County's zero tax exchange position.

Attached is LAFCO's General Standards for the Evaluation of Proposals for Annexations. The District's primary issue is water and sewer service to the proposed annexation and not land use which is the County's jurisdiction.

After the Board has reviewed these items, they may direct staff how they wish to proceed in this proposed annexation.

NIPOMO COMMUNITY SERVICES DISTRICT

Request For Annexation

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

- 1. Property Owner: Attached - Robert Newdell  
Address: 150 So 6<sup>th</sup> St  
Grover Beach, CA 93433
- 2. Developer: SAME
- 3. Engineer: Env. Dev. Assoc.
- 4. Assessor's Parcel Number: 092-123-031, 030, & 005
- 5. Location:  
A. Text/Legal Description: Lot 61 of 1MB 23  
& parcel C & D. of 36 PM.77

B. Provide Map (attachments) Attached.

- 6. General Description of Project: Annexation  
of 3 parcels. containing a total of  
7.5 AC. to provide sewer and  
water service.

7. Services Requested from NCSD: \_\_\_\_\_

- A. Water: X
- B. Sewer: X

8. Current Zoning: Residential Single Family

9. Identify any proposed or pending zone changes on the property to be annexed (Ref. District Resolution No. 197):

A. Maximum number of units based on current zoning:  
Total of 24 units at Build out

B. Maximum number of units based on proposed zoning:  
Existing

10. Proposed number of Residential Units: 24  
(Describe phased construction plan if applicable)

N.A.

ev.	7-15-92
ev.	7-8-92
	6-30-92

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

N.A.

12. Total acreage of proposed project: 7.5 AC

13. Total acreage of proposed annexation: 7.5 AC

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

N.A.

15. Status of water resources available on proposed annexation acreage: None

A. Quantity (pumping log and date: N.A.)

B. Quality (quality tests and date: N.A.)

C. Other information: N.A.

D. Water resources to be dedicated to NCSD: None

16. Description of existing and proposed wastewater disposal system: None existing proposed annexation to NCSD.

17. Reason proponents are requesting annexation: For water & sewer service

18. Other comments: \_\_\_\_\_

Note:

In its effort to make a competent and informed annexation decision, NCSD may, at its sole discretion, request additional information from the proponent(s) of the annexation, and/or revise this checklist as NCSD deems necessary.

By signing below, I certify that I am the Owner of said property, or am empowered to act on the Owner's behalf, and that I understand the information provided herein by me or my representatives is true to the best of my knowledge.

Signed: 

Full Name: Robert H. Newdell

Street Address: \_\_\_\_\_

Mail Address (If different): 150 So 6th St G.B. CA 93433

Home telephone number: \_\_\_\_\_

Work telephone number: 409-4457

Lot 61 1 MB-23  
092-123-005  
Robert Newdoll  
150 So. 6th St.  
Grover Beach, CA  
93433

parcel D 36 PM 77  
092-123-031  
Vincent & Emma Chavarra  
11203 Farnden St.  
So. El Monte CA 91733

parcel C 36 PM 77  
092-123-030  
Rene & Mary Lou Salmeron  
2359 N. Cameron Ave.  
Covina, CA 91724

*TP/bd/1690par*





## LAFCo ANNEXATION #15 - TEFFT STREET AND HAZEL ROAD, NIPOMO

Updated: 29-Feb-08

Water Use Estimates

**Typical Residential Unit:** 3 Bdrm/2-1/2 Bath 4.00 residents  
 10,000 sf lot  
 1,800 sf living space  
 10% of lot in lawn (1,000 sf)  
 20% of lot in non-turf (2,000 sf)

<b>Indoor Water Use:</b>	<b>GPD:</b>	<b>AFY:</b>
Shower (4.0 resid's x 1.0 shower/day x 3.0 gal/min x 10 min.)	120.00	
Toilet (4.0 resid's x 4.0 uses/day x 1.5 gal/use)	24.00	
Brush Teeth (4.0 resid's x 2.0/day x 1.5 gal)	12.00	
Shave (1.0 resid's x 4.5 gal)	4.50	
Wash Hands (4.0 resid's x 2.0 /day x 1.0 gal/min x 1 min.)	16.00	
Drinking and Cooking (4.0 resid's x 1.0 gal)	4.00	
Wash Clothes (1.5 wash/day x 25.0 gal/wash)	37.50	
Dishwasher (1.0 wash/day x 18.0 gal/wash)	18.00	
Garbage Disposal (2.0 use/day x 0.5 gal/use)	1.00	
Pets (2.0 gal/day)	2.00	
Household Cleaning (10.0 gal/week)	1.43	
Houseplants (2.0 gal/week)	0.29	
Miscellaneous (at 15% of household use estimate)	36.11	
<b>Subtotals:</b>	<b>276.82</b>	<b>0.31</b>
<b>Outdoor Water Use:</b>	<b>GPD:</b>	<b>AFY:</b>
Turf Areas 1,000 sf 1.5 Acre Feet Water/Acre/Year	30.74	0.03
Non-Turf Areas 2,000 sf 0.5 Acre Feet Water/Acre/Year	20.49	0.02
Natural/Non-Landscape 2,000 sf		0.00
Paved/Concrete Areas 1,500 sf		0.00
Drainage Basin 1,000 sf 0.5 Acre Feet Water/Acre/Year	10.25	0.01
Residence Areas w/Garage <u>2,500 sf</u>		above
	<u>10,000 sf</u>	
<b>Subtotals:</b>	<b>61.48</b>	<b>0.07</b>
<b>Unit Totals:</b>	<b>338.31</b>	<b>0.38</b>
	<b>GPD</b>	<b>AFY</b>

1890ww1.xls

ENGINEERING DEVELOPMENT ASSOCIATES

1320 NIPOMO ST. ■ SAN LUIS OBISPO, CA 93401 ■ 805-549-8858 ■ FAX 805-549-8704  
 744 OAK ST. ■ PASO ROBLES, CA 93446 ■ 805-237-1033 ■ FAX 805-237-3797

## LAFCo ANNEXATION #15 - TEFFT STREET AND HAZEL ROAD, NIPOMO

Updated: 29-Feb-05

Wastewater Use Estimates

**Typical Residential Unit:** 3 Bdrm/2-1/2 Bath 4.00 residents  
 10,000 sf lot  
 1,800 sf living space  
 10% of lot in lawn (1,000 sf)  
 20% of lot in non-turf (2,000 sf)

Indoor Water Use:	GPD:	MGD:
Shower (4.0 resid's x 1.0 shower/day x 3.0 gal/min x 10 min.)	120.00	
Toilet (4.0 resid's x 4.0 uses/day x 1.5 gal/use)	24.00	
Brush Teeth (4.0 resid's x 2.0/day x 1.5 gal)	12.00	
Shave (1.0 resid's x 4.5 gal)	4.50	
Wash Hands (4.0 resid's x 2.0 /day x 1.0 gal/min x 1 min.)	18.00	
Drinking and Cooking (4.0 resid's x 0.75 gal)	3.00	
Wash Clothes (1.5 wash/day x 25.0 gal/wash)	37.50	
Dishwasher (1.0 wash/day x 18.0 gal/wash)	18.00	
Garbage Disposal (2.0 use/day x 0.5 gal/use)	1.00	
Pets (2.0 gal/day)	na	
Household Cleaning (10.0 gal/week)	na	
Houseplants (2.0 gal/week)	na	
Miscellaneous (at 15% of household use estimate)	35.40	
<b>Subtotals:</b>	<b>271.40</b>	<b>0.10</b>
Outdoor Water Use:	GPD:	MGD:
Turf Areas 1,000 sf 1.5 Acre Feet Water/Acre/Year	na	0.00
Non-Turf Areas 2,000 sf 0.5 Acre Feet Water/Acre/Year	na	0.00
Natural/Non-Landscape 2,000 sf	na	0.00
Paved/Concrete Areas 1,500 sf	an	0.00
Drainage Basin 1,000 sf 0.5 Acre Feet Water/Acre/Year	na	0.00
Residence Areas w/Garage 2,500 sf	above	above
<u>10,000 sf</u>		
<b>Subtotals:</b>	<b>0.00</b>	<b>0.00</b>
<b>Totals:</b>	<b>271.40</b>	<b>0.10</b>
	<b>GPD</b>	<b>MGD</b>

1690ww1.xls

ENGINEERING DEVELOPMENT ASSOCIATES

1320 NIPOMO ST. ■ SAN LUIS OBISPO, CA 93401 ■ 805-549-8858 ■ FAX 805-549-8704  
 744 OAK ST. ■ PASO ROBLES, CA 93446 ■ 805-237-1033 ■ FAX 805-237-3797

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: FEBRUARY 21, 1996

PROPOSED ANNEXATION #15 (NEWDOLL)

Mr. Bob Newdoll has previously requested through LAFCO for the annexation of a 10-acre parcel at the intersection of Tefft St. and Hazel Lane to NCS D for water and sewer services. This annexation was stalled when the County and the District could not agree on a tax exchange. On all previous annexations the District received approximately 7+% of the increased property taxes from the development. On this proposed annexation, the County offered a zero tax exchange. The District did not accept that offer, therefore, the proposed annexation did not proceed through LAFCO.

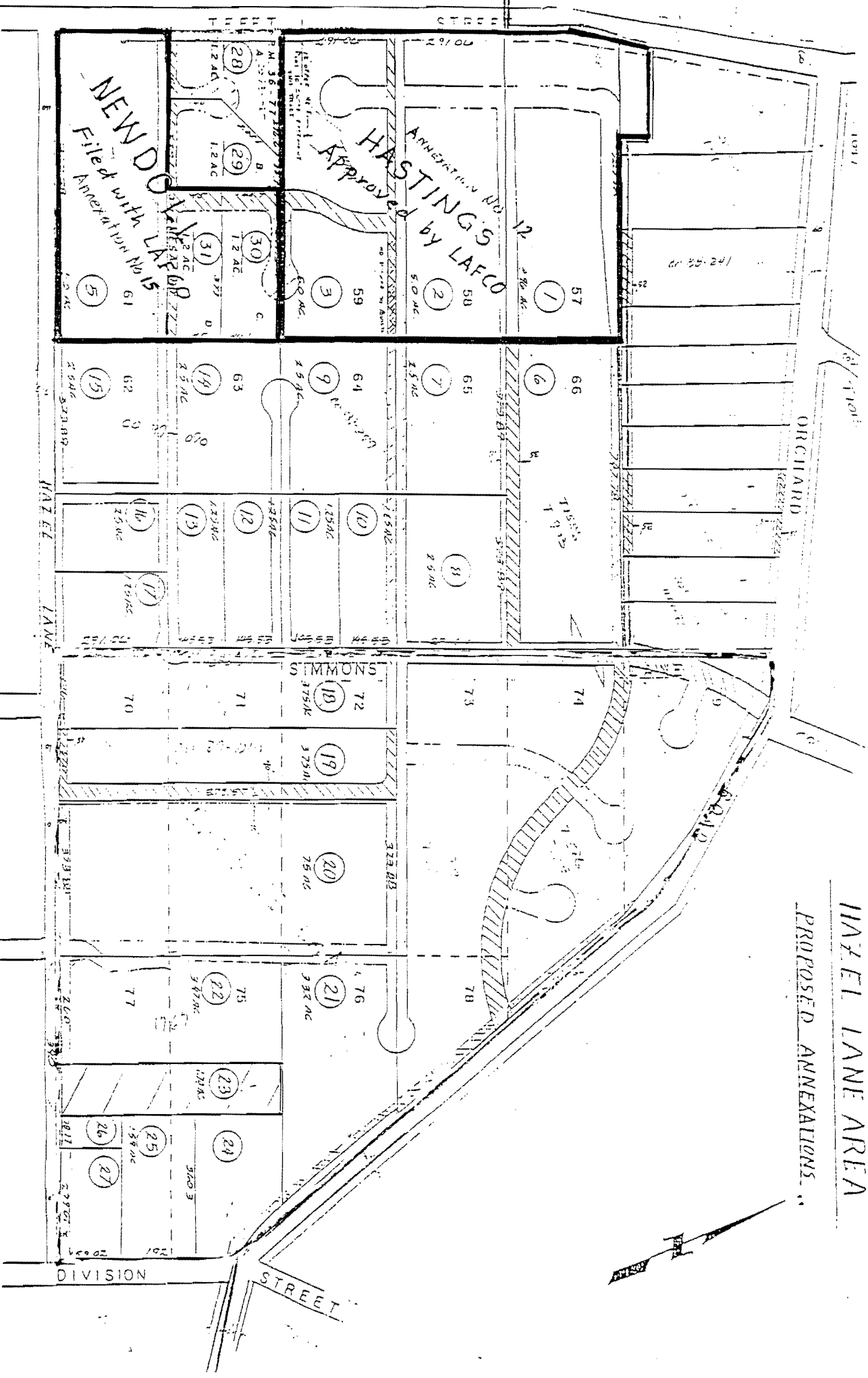
Mr. Newdoll is willing to negotiate a form of a tax exchange for this property with a means of assessing the property for the taxes that the District would have received. Mr. Newdoll was to confer with his legal counsel to see what type of procedure might be developed.

Associated with the Newdoll annexation is the Hastings annexation (No. 12) which had previously been approved by LAFCO. On Dec. 14, 1993 the County Board of Supervisors adopted Resolution No. 93-500 accepting the negotiated property tax exchange of 7.833% on the Hastings annexation. On Jan. 5, 1994 the District Board adopted Resolution 94-497 accepting the negotiated property tax exchange at 7.833%. The Hastings annexation has been stalled due to the applicant's financial condition. It is understood that if the Newdoll annexation went ahead, the Hastings annexation would have a financial base to proceed on their annexation.

Neither the Hasting nor the Newdoll proposed annexations have submitted an annexation report as stated in § VI of the District's Annexation Policy.

Your Honorable Board may wish to direct staff how they wish to proceed with the proposed Newdoll annexation and a possible agreement in lieu of property tax exchange.

Attached is a map showing the location of the 15 acres Hastings annexation No. 12 and the proposed Newdoll ~~10~~ 7½ acre annexation No. 15.



THE ANNEXATION POLICY  
OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT

FEBRUARY 2, 1983

I. PURPOSE In order to promote efficient processing of all requests for annexation to the Nipomo Community Services District, this policy documents the present basis upon which this Board of Directors will evaluate such requests and provides notice thereof to the owners of the property which is the subject of such requests.

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

low cost water, sewerage and other authorized services for the residents of the Nipomo Community Services District.

efficient governmental services for orderly land use development within the District, conservation of natural and environmental resources, including local water resources; its availability and quality, growth consistent with the General Plan of San Luis Obispo County and the established policies of the Local Agency Formation Commission, including specifically the Commission's adopted spheres of service and influence for Nipomo.

III. GENERAL POLICIES

A. In order to provide for the orderly development of public service facilities, only those properties will be considered for annexation for which the owners are willing to accept all conditions for service required by the Nipomo Community Services District. More specifically, but without limitation, requests for annexation solely for sewerage services to the exclusion of water service will not be considered by this Board of Directors.

Further, the District will not attempt to require the annexation of territory over the objections of the owners of the property to be annexed.

B. In order to evaluate the impacts of a potential annexation upon the Nipomo Community Services District, this Board of Directors will consider only annexation requests which include the submission of a comprehensive use or development plan for the subject property in sufficient detail to provide a complete picture of the full impact of the annexation in the foreseeable future upon the District's long term water resources, water distribution facilities, sewerage services, financial program and other services required.

If any such use or development plan requires future county approvals (for example, zoning or subdivision), the district's approval of the annexation shall be conditioned upon the owners obtaining such County approvals before the annexation becomes effective.

- C. After review of the use or development plan, this Board of Directors will consider only annexation requests where it can be demonstrated that:

There is a bona fide need for Nipomo Community Services District services at the site of the proposed annexation in the immediate future or in conformance with a phased plan of development approved by San Luis Obispo County.

The proposed annexation will provide identified benefits to: (1) the future residents and property owners within the annexed area; and (2) the residents and property owners of the remainder of the Nipomo Community Services District.

#### IV. ANNEXATIONS OF DEVELOPED PROPERTIES—SPECIFIC POLICIES

- A. "Developed properties" are lands which are already developed to the maximum land use intensity permitted by the County's General Plan.
- B. In order to be considered for annexation:

The lands must be located within those portions of the sphere of influence zone as approved by both the Local Agency Formation Commission and this District.

The lands must be immediately adjacent to Nipomo Community Services District facilities or the land owners must be willing to extend adequate facilities at no cost to Nipomo Community Services District.

The lands must be capable of service from current excess Nipomo Community Services District capacity without unreasonably reducing the potential for service to lands already inside of Nipomo Community Services District.

The proponents of such annexations must pay all applicable fees.

#### V. ANNEXATIONS OF UNDEVELOPED PROPERTIES—SPECIFIC POLICIES

- A. "Undeveloped properties" are lands which are not already developed to the maximum land use intensity permitted by the County's General Plan.

- B. In order to be considered for annexation:

The lands must be located within those portions of the sphere of influence zone as approved by both the Local Agency Formation Commission and this District.

The lands must be immediately adjacent to Nipomo Community Services District facilities or the

land owners must be willing to extend adequate facilities at no cost to Nipomo Community Services District.

In addition the land owners shall pay for, or provide on site, facilities approved by the district to satisfy estimated demands for services to the proposed annexation without reducing the ability of the Nipomo Community Services District to service properties already inside of the District. For example,

The Nipomo Community Services District may require that sufficient proven water well capacity to meet project needs be available at the development site or other approved location, and dedicated to the Nipomo Community Services District.

The land owners must pay all applicable fees; provided that the land owners and the District may agree to the exchange of other assets (for example, a proven water well with excess capacity), in lieu of at least a portion of the applicable fees.

#### VI. SUBMITTAL OF ANNEXATION REPORT

Prior to consideration by this Board of Directors, the proponents of any annexation request must prepare a comprehensive written report for submission to the District to demonstrate that the annexation would conform to this Annexation Policy.

#### ANNEXATION — ASSESSMENT OF FEE.

- A. All property hereafter annexed to the district shall be assessed a fee to be paid by the developer to the district at the time of application for annexation.
- B. The fee shall be five hundred dollars per acre, or, per parcel less than one acre.
- C. If the board fails to adopt an annexation resolution within a reasonable time after payment of the fees, the fee shall be returned to the person or persons paying the same, less an amount necessary in preparing the necessary forms of the district, not to exceed fifty dollars.
- D. All other provisions of this chapter shall be in full force and effect from the time of acceptance of the annexation by the board.

(Ord. 79-35 § 14, 1979; Ord. 78-27 § 18, 1978)



**AGENDA ITEM**



**MAR 20 1996**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 20, 1996

CONSTRUCTION OF WELL PUMP HOUSES

The District has prepared plans and specifications to construct water well pump houses at the Via Concha Well-Site, the Bevington Well-Site and the Eureka Well-Site.

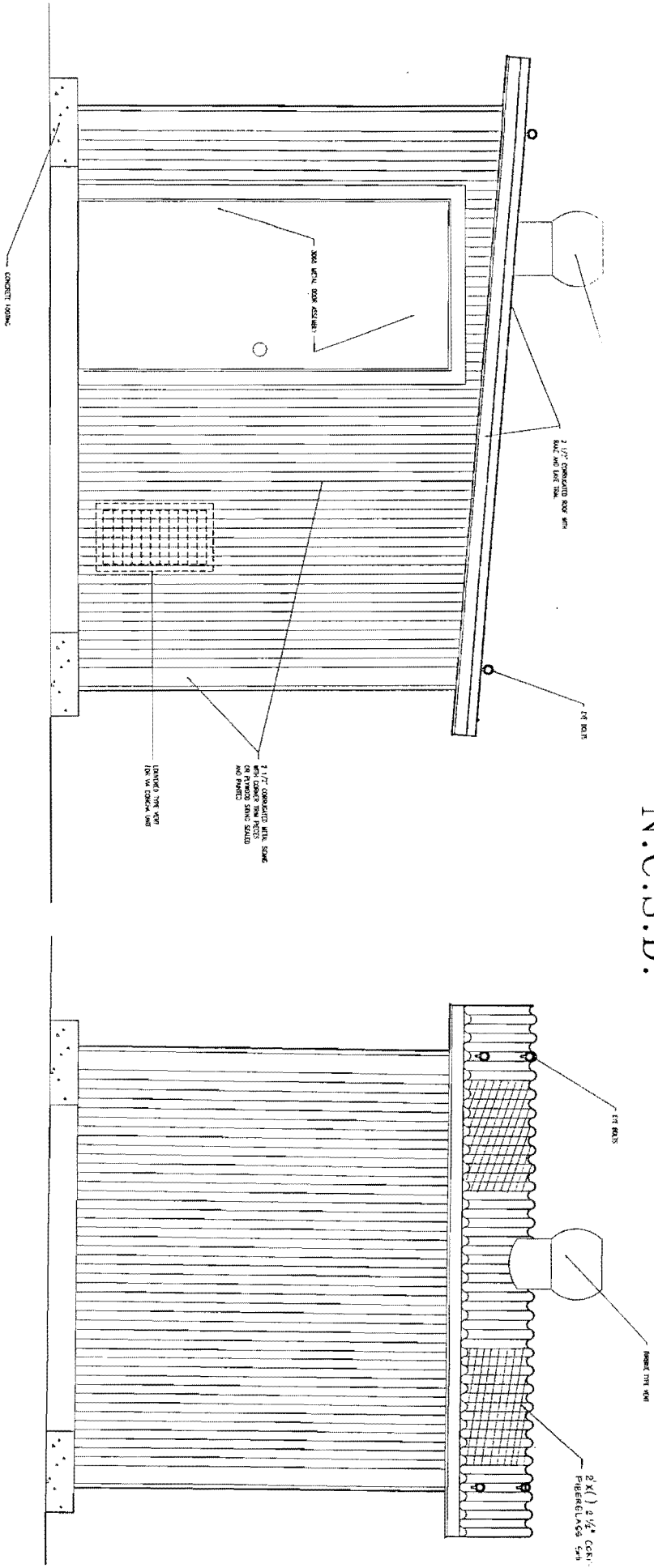
Attached for Your Honorable Board's Review is the request for bid on the well pump houses along with the contract. This item is in this year's budget in the amount of \$20,000.

Staff wishes the concurrence from the Board to go out to bid on this project. After the bids are received, the proposals will be brought back to Your Honorable Board for review and approval.

C:\W:\BD\pumphous.DOC

# Pump House Units

for  
N.C.S.D.



Typical Access Well Elevation

**REQUEST FOR BIDS  
TO CONSTRUCT THREE (3) WATER WELL PUMP HOUSES**

BIDS will be received at the office of the Nipomo Community Services District at 261 W. DANA STREET, SUITE 101, P. O. BOX 326, NIPOMO, CALIFORNIA 93444 until 2:00 p.m. on \_\_\_\_\_, 1996 and will be publicly opened and read aloud for furnishing to the Nipomo Community Services District all labor, equipment, materials, transportation, services and supplies necessary to construct three (3) water well pump houses for the Nipomo Community Services District.

Bids must be submitted on the attached CONTRACT BID FORM.

Bids will be accepted only from contractors that can supply the following:

1. Proof of the appropriate Contractor's License.
2. Proof of Workman's Compensation Insurance.
3. Proof of General Liability Insurance Coverage.

Contractors shall comply with Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 of the California Labor Code (prevailing wage, etc.) Contractor shall assume full responsibility for job-site safety.

Notice is also hereby given that all bidders may be required to furnish, a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.

On the outside of the bid envelope, the bidder shall indicate the following:

- (1) Name and address of the bidder.
- (2) Name of the project on which bid is submitted.
- (3) Date and Time of the bid opening.

Any bid may be withdrawn prior to bid opening but not afterward. Any bid received after the time and date specified for the bid opening will not be considered.

In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid proposal to a public purchasing body, the bidder offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all caused of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

The Nipomo Community Services District reserves the right to reject any or all bid proposals, to evaluate the bids submitted, and to award the contract to the lowest responsible bidder. The Nipomo Community Services District further reserves the right to waive any informalities or minor irregularities in a proposal.

Dated this \_\_\_th day of \_\_\_\_\_, 1996, at Nipomo, California.

**NIPOMO COMMUNITY SERVICES DISTRICT**  
/s/ Douglas Jones  
General Manager

NIPOMO COMMUNITY SERVICES DISTRICT  
POST OFFICE BOX 326, NIPOMO, CA 93444  
(805) 929-1133 FAX (805) 929-1932

AGREEMENT BETWEEN NIPOMO  
COMMUNITY SERVICES DISTRICT AND

TO CONSTRUCT THREE (3) WATER WELL PUMP HOUSES

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 1996, in Nipomo, California, between Nipomo Community Services District ("DISTRICT") and \_\_\_\_\_, ("CONTRACTOR") to provide services to construct three (3) water well pump houses for the Nipomo Community Services District.

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the services of the CONTRACTOR, to construct three (3) water well pump houses ("CONSTRUCTION"); and

WHEREAS, CONTRACTOR desires to perform the services requested by the DISTRICT, on the terms and conditions set forth below;

NOW, THEREFORE, the parties agree as follows:

1. Description of Work.

CONTRACTOR shall construct the three (3) well pump houses as shown on the plans and specifications which are made part of this AGREEMENT.

CONTRACTOR shall provide all the labor, equipment, materials and supplies required or necessary to properly, competently, and completely perform the work or render the services under this AGREEMENT. CONTRACTOR shall determine the method, details and means of doing the work or rendering the services with the approval of the DISTRICT.

2. Compensation.

The total cost of the work described in paragraph 1 hereof shall not exceed \$\_\_\_\_\_ without written approval from the **DISTRICT**.

3. Term of AGREEMENT.

This **AGREEMENT** shall become effective on the date above-stated and will continue in effect until the services or work provided for herein have been completed, unless sooner terminated as provided in paragraph 9; provided, however, that the work shall be completed within 90 days of receipt of notice to proceed, unless extended by the Board of Directors of the **DISTRICT** in writing.

4. Payment for Services.

**CONTRACTOR** shall submit to the **DISTRICT** upon completion of the work an itemized bill for the services rendered. If the work is satisfactorily completed, the **DISTRICT** shall pay such bill within thirty (30) days of its receipt. Should the District dispute any portion of any bill, the **DISTRICT** shall pay the undisputed portion within the time stated above, and at the same time advise the **CONTRACTOR** in writing of the disputed portion.

5. Compliance with Laws.

**CONTRACTOR** agrees that it shall conduct its work and perform its services in compliance with all laws and regulations of San Luis Obispo County, State of California, and any officer, department, or agency thereof, as well as other laws and regulations as may be applicable thereto.

6. General Insurance.

**CONTRACTOR** shall, at its expense, maintain in effect at all times during the duration of this **AGREEMENT** not less than the following coverage and limits of insurance.

a. Worker's Compensation.

**CONTRACTOR** shall carry insurance as will protect the **CONTRACTOR** from claims under Worker's Compensation and Employers' Liability Acts; such insurance to be maintained, as to the type and amount, in strict compliance with state statutes. This insurance shall also waive all rights to subrogation against the District, its employees, directors, officers, and agents.

b. Automobile Liability.

**CONTRACTOR** shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or endorsement. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

c. The **DISTRICT**, its employees, officers, administrator and directors, shall be listed as additional insureds. **CONSULTANT** shall provide client with the following prior to commencement of work under this **AGREEMENT**:

1. Proof of workman's compensation insurance.
2. An endorsement of the comprehensive general liability and automobile liability insurance (pursuant to subparagraph (b)) listing **DISTRICT**, its employees, officers, General Manager and Directors as additional insureds.

7. Indemnification and Hold Harmless.

**CONTRACTOR** shall protect, indemnify, hold harmless and defend the **DISTRICT**, its directors, officers, employees and agents, from any and all claims, fines, demands, costs, expenses (including, but not limited to, attorney's fees and costs of litigation or arbitration), liability, losses, penalties, causes of action, awards, suits, or judgments for damages of any nature whatever (hereinafter collectively referred to as "Claims"), arising out of or in any way connected with the breach of this **AGREEMENT** in whole or in part by, or willful or fraudulent misconduct, or negligent acts, errors or omissions by **CONTRACTOR**, its employees, agents or contractors or the agent, employee or contractor of any one of them in the performance of their duties or in their operations under this **AGREEMENT**, but not including the sole or active negligence, or the willful misconduct of the **DISTRICT**.

Neither termination of this **AGREEMENT** nor completion of the acts to be performed under this **AGREEMENT** shall release **CONTRACTOR** from its obligations to indemnify, as to any Claims, so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this **AGREEMENT** by **CONTRACTOR**, its employees, agents or contractors, or the employee, agent or contractor of any one of them.

Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in the **AGREEMENT** does not relieve **CONTRACTOR** from liability under this indemnification and hold harmless clause. The obligations of this indemnity article shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

8. Termination.

This **AGREEMENT** may be terminated at any time and for any reason by the **DISTRICT** upon five (5) days advance written notice. In the event of such termination, **CONTRACTOR** is to be fairly compensated for all work performed to the date of termination as calculated by the **DISTRICT** based on Paragraph 2 hereof; provided that such compensation shall not in any case exceed the maximum sum set forth in Paragraph 2 hereof. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

9. Attorney's Fees.

In the event that any arbitration, litigation or other action or proceeding of any nature between the **DISTRICT** and **CONTRACTOR** becomes necessary to enforce or interpret all or any portion of this **AGREEMENT** or because of an alleged breach by either party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party's reasonable attorney's fees, costs, and expenses incurred in connection with the prosecution or defense of such action or proceeding.

10. Entire **AGREEMENT**.

This writing constitutes the entire **AGREEMENT** between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this **AGREEMENT**. There are no understandings, agreements, conditions, representations, warranties, or promises with respect to the subject matter of this **AGREEMENT** except those contained in or referred to in this writing.

11. Independent Contractor.

It is expressly understood and agreed by the parties hereto that **CONTRACTOR's** relationship to the **DISTRICT** is that of an independent

contractor. All persons hired by **CONTRACTOR** and performing the work shall be **CONTRACTOR's** employees or agents. The **DISTRICT** shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this **AGREEMENT**. **CONTRACTOR** shall be solely liable to such employees and agents for losses, costs, damage, or injuries by said employees or agents during the course of the work.

12. Successors and Assignment.

This **AGREEMENT** shall be binding on the heirs, successors, executors, administrators, and assigns of the parties; however, **CONTRACTOR** agrees that it will not assign, transfer, convey, or otherwise dispose of this **AGREEMENT** or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of the **DISTRICT**.

13. Severability.

If any provision of this **AGREEMENT** is held to be unenforceable, the remainder of this **AGREEMENT** shall be severable and not affected thereby.

14. Waiver of Rights.

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this **AGREEMENT**, shall not be deemed to be a waiver with respect to any other breach, default or matter.

15. Remedies not Exclusive.

The use by either party of any remedy specified herein for the enforcement of this **AGREEMENT** is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

16. Notices.

All notices, statements, reports, approvals, or requests or other communications that are required either expressly or by implication to be given by either party to the other under this **AGREEMENT** shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in a



United States post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

Nipomo Community Services District  
P O Box 326  
Nipomo, California 93444

\_\_\_\_\_(CONTRACTOR)\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. SUB-CONTRACTORS.

No subcontract shall be awarded or an outside contractor engaged by **CONTRACTOR** unless prior written approval is obtained from the **DISTRICT**.

**IN WITNESS WHEREOF**, the parties execute this **AGREEMENT** on the day and year first above written.

Nipomo Community Services District

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary to the Board

(CONTRACTOR)

By: \_\_\_\_\_

C:\W\AGREES\PUMPHOUS.DOC

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 20, 1996

MANAGER'S REPORT

1. RATE STUDY/FINANCIAL PLAN STUDY SESSION

Perry Louck, the District's consultant in the rate study/financial plan, has completed a draft of the report and wishes a study session with Your Honorable Board to review the report. It is suggested that April 27 be the date to hold a Study Session. This session would start about 8:00 a.m. and should end before noon.

2. PB PIPE REPAIR

The contractor has completed repairs in the Thompson Rd. Estates and the Folkert Oaks Subdivision.

3. BLACK LAKE DEVELOPMENT

The Black Lake subdivision is moving along. Much of the water and sewer pipe have been installed and the new golf course graded. The District has received a set of improvement plans of the proposed sewer plant expansion at the Black Lake wastewater treatment facility.

MEMO TO THE BOARD  
FROM AL SIMON AND BOB BLAIR

SUB-COMMITTEE REPORT

Bob Blair and I met Sunday, March 17 at Bob's home. We spent approximately 2 hours in discussion covering District policy relating to expansion. We are both in agreement that a policy requiring future annexation to provide a water supply is necessary for the District to maximize its growth and to properly serve its base consumers. No doubt, there will be that unusual annexation that may cause the District to make an exception.

Our meeting purpose was to establish verbiage that could be used on a ballot requesting voter support for an Emergency Turn-out on the Coastal Aqueduct as it goes through the Nipomo area.

Further, we discussed and agreed that the sub-committee should get in touch with County supervisor members who perhaps could and would recognize the need of an Emergency Turn-out as a practical way to avoid what might be a major problem with the unavailability of water. While we did not set dates for those proposed meetings, we will seek Board approval for the meetings. Obviously, if we establish

MEMO TO THE BOARD  
FROM AL SIMON AND BOB BLAIR

PAGE TWO

meeting dates and are successful with our quest, a need for voter approval would no longer exist.

If it becomes necessary to establish a ballot, we offer two potential voter ballot measure wordings.

See attachments 1 & 2.

One other potential alternative of alternative water was discussed. Bob met and discussed the possibility of water from Twitchell Dam, with an attorney named Johnson. Mr. Johnson represents a Santa Maria water group. He apparently showed some interest in the potential of sharing water from Twitchell Dam. Their meeting resulted through attendance at a Water Resource meeting. Obviously, attending water sponsored meetings creates opportunity of involvement.

*Vote Jones*

NIPOMO COMMUNITY SERVICES DISTRICT  
POST OFFICE BOX 326 · NIPOMO, CA 93444  
(805) 929-1133 FAX (805) 929-1932

MEMO TO AL SIMON

SUBJECT: BALLOT MEASURE WORDING

The possible wording for a ballot measure for an emergency turn-out in the State Water Line for the Nipomo Community Services would be as such:

**Shall the Nipomo Community Services District request the San Luis Obispo County Flood Control and Water Conservation District for an emergency turn-out on the Coastal Aqueduct going through downtown Nipomo?**

Associated with the ballot measure would be a narrative which may be as follows: The Nipomo Community Services District is requesting from the users within the District whether it should proceed with an emergency water turn-out on the Coastal Aqueduct which crosses the District water line in downtown Nipomo. This turn-out would be used as a back-up for emergency water supply for the District. The Directors of the Board of the Nipomo Community Services District would hold a public meeting and make the following findings in determining an emergency.

1. Insufficient water supply to maintain the health & safety of the community.
  - A. The water source has become contaminated
  - B. Failure of the District's physical production & distribution facilities.
  - C. Other presently unknown incidents

Most public and private water systems have a tie-in to each other or alternate water sources for back-up water supply in case their particular water supply has malfunction or failure. The Five Cities area has inter-tie water systems among the different agencies including the Lopez Project, the City of Santa Maria, and Southern California Water Company have inter-ties as well as the County systems in Baywood and Los Osos. This common practice is done for emergency and public health reasons to maintain a water supply. The Nipomo Community Services District solely relies on its groundwater basin for water production. It has the opportunity with the State Water Line running through the middle of its water distribution system, of having an emergency tie-in with another water source. It would seem prudent that the District work with the County Flood Control District to establish an emergency outlet in the Coastal Pipeline so that in case of emergency situations, additional water source can be distributed to the users within the District. It is possible without a backup system and depending on the type of emergency that the residents of the District would have to ration water or be without a water supply, for a period of time.

Attachment #2

The Nipomo Community Services District is desirous of having an Emergency Turn-out placed on the Coastal Aqueduct. The aqueduct runs through the heart of Nipomo. An Emergency Turn-out makes good business sense.

Assume rebuttal goes along the following lines:  
Nipomo residents voted NO to State Water on two occasions. It is our opinion that a tap-in to State Water is the first step to circumvent the voters rights in their vote against State Water. It is my opinion that the rebuttal will contain much more verbiage than above, however, they will stay with their major point of voter rejection.

Our rebuttal, in addition to Doug's excellent contentions, should be the changes in the demographics of Nipomo in the period from that election to now. While my message will deal primarily with the 750 voters living in Black Lake who could not vote for State Water, Summit Station and other areas brought into the District have created significant changes in voter eligibility.

C:\SUPPWTER\EMERTRN.DOC