

NIPOMO COMMUNITY SERVICES DISTRICT

John S.

AGENDA

REGULAR BOARD MEETING SEPTEMBER 4, 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 JULY 3, 1996

PUBLIC COMMENTS PERIOD

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

BOARD ADMINISTRATION

3. NEW OFFICE BUILDING - PROFESSIONAL SERVICES
Review architectural services, contract architectural service and soils work by Earth Systems consultants for the District's new office building. (Discussion/Action)
4. REPLACEMENT OF OLD WATER LINES
Request for bids to install new water lines. (Discussion/Action)
5. INTENT-TO-SERVE FOR COMMERCIAL PROJECT D96-0053, CASTELLANOS
Review a request for an intent-to-serve for a commercial development at the intersection of Division and Orchard Rds. (Discussion/Action)
6. ACCEPTANCE OF EASEMENTS, TRACT 1747 - HERMRECK
Tract 1747 has offered a well and access easement to the District. (Discussion/Action)
7. FINANCIAL COMMITTEE REPORT
Directors Small and Fairbanks (Discussion/Information)
8. SAFETY COMMITTEE MINUTES
Review and accept quarterly Safety Committee Minutes (Discussion/Action)

FINANCIAL REPORT

9. APPROVAL OF WARRANTS

OTHER BUSINESS

10. MANAGER'S REPORT
 1. CSDA-SLO RECEPTION SEPT. 16
 2. STATE SENATE BILL 900-WATER BOND
11. DIRECTORS COMMENTS
12. PUBLIC COMMENTS

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

1. Existing litigation GC§ 54956.9
NCSD vs. Shell Oil, et. al. Case No. CV 077387
2. Anticipated Litigation, One Case GC§54956.9 (c)

ADJOURN

*GC§ refers to Government Code Sections

NIPOMO COMMUNITY SERVICES DISTRICT

MINUTES

REGULAR BOARD MEETING AUGUST 21, 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

President Small called the Regular Meeting of August 21, 1996 to order at 7:10 p.m.

ROLL CALL

All directors were present at the August 21, 1996 Regular Meeting.

APPROVAL OF MINUTES

1. REGULAR MEETING OF JULY 17, 1996

Upon motion of Director Simon and seconded by Director Fairbanks, the Board unanimously approved the Minutes of the Regular Meeting of July 17, 1996.

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 up to Public Comment.

Kathy Kubiak, President of the Old Town Nipomo, (res. address: 1371 Primavera Lane) would like the Board to consider helping clean up downtown area. She can be reached at 929-2359, PO Box 1171, Nipomo. Her business is at 277 E. Tefft St.

BOARD ADMINISTRATION

3. PRESENTATION BY MR. JACK STODDARD ON BLACK LAKE
Black Lake Development Service (Discussion/Information)

Mr. Jack Stoddard made a presentation to the Board about the concerns of some of the residents in the Black Lake Golf Course area. Some residents are considering either detaching from the District or staying with the District with bifurcated authority. They would like to have an advisory committee meet with the Board.

Upon motion of Director Simon, seconded by Director Blair, the Board agreed to set up a meeting with the Black Lake Management Association to discuss concerns. The Committee consists of Director Fairbanks and Director Simon.

Cees Dobbe commented about the meetings held at Black Lake.

"Brad Brechwald, John Wallace & Associates. And I just wanted the District to recognize that until this issue is resolved we cannot do the inter-tie so we just like to make sure the District recognizes that and an extension of time before that end of our Will-Serve is satisfied. So I just wanted to make sure(walked away from microphone)"

MINUTES
AUGUST 21, 1996
PAGE THREE

9. DIRECTORS COMMENTS
Director Blair received a letter from Kengel about agreement for Will-Serve. Would like a copy of ordinance and agreement.
He also commented about the brochure "Voices."
Director Fairbanks thought Mr. Newdoll did a fine job with his negotiations.
10. PUBLIC COMMENTS
There were none.

President Small adjourned the meeting to a Closed Session.

CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL

1. Existing litigation GC§ 54956.9
NCSO vs. Shell Oil, et. al. Case No. CV 077387
2. Anticipated Litigation, One Case GC§ 54956.9 (c)

The Board came back into open session and announced:

1. The Board unanimously approved a settlement with some of the defendants in the NCSO vs. Shell Oil- pending court approval with the following:
 1. Dan De in the amount of \$50,000
 2. Clow in the amount of \$40,000
2. The District will discuss the topic of sewer alignment with the Black Lake Association.

ADJOURN

President Small adjourned the meeting at 9:50 p.m..

*GC§ refers to Government Code Sections

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 4, 1996

AGENDA ITEM
SEP 4 1996



ARCHITECT AND ENGINEERING SERVICES
FOR NEW OFFICE BUILDING

1. ADDITIONAL ARCHITECTURAL SERVICES

The District previously approved an agreement with Barry L. Williams and Assoc. for architectural services to design the District's new office building. The architect has completed the drawings and specifications for the building and has prepared a bid package to go out to bid to demolish the old structure. Mr. Williams has done additional work outside the scope of the agreement. He is requesting additional compensation in the amount of \$4,675. Attached is his letter outlining the additional cost along with a copy of the approved contract for architectural services. Staff has reviewed this request and feels there is justification for such fees.

After your Honorable Board has reviewed the attached letter and heard a presentation by Mr. Williams, they may approve the additional fees. The additional fees would be within the budgeted amount for architectural fees.

2. CONSTRUCTION ADMINISTRATION

Mr. Barry Williams has presented a proposal to provide construction administration during the construction of the new office building. Attached is his proposal. The fee is not to exceed \$5,800.

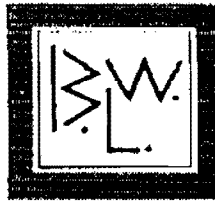
After you have reviewed Mr. Williams' proposal for contract administration, the Board may approve the consultant service agreement with Mr. Williams for construction services and authorize the Board President to execute the agreement.

3. GRADING and SOIL FOUNDATION SERVICES

The District received a proposal from Earth Systems Consultants (a soil engineering firm) to review the site after the old building has been demolished to determine the soil condition and foundation requirements for the new building. Enclosed for your review is the proposal from Earth Systems to do some observation during demolition, grading and compaction tests and observation of the footings for a fee not to exceed \$2,661.

After your Honorable Board has reviewed the proposal, it would be staff's recommendation that you approve the attached agreement for grading and compaction testing services with Earth System Consultants and authorize the Board President to sign the agreement.

Funding for the architecture construction administration and the soil compaction testing services would come from the budgeted construction fund account.



BARRY LORENZ WILLIAMS ASSOCIATES
ARCHITECTS • PLANNERS

August 26, 1996

Nipomo Community Services District
attn: Doug Jones, General Manager
P.O. Box 326
Nipomo, CA 93444

1

Dear Doug,

Please accept this letter as a request to modify the Consultant Services Agreement dated November 30, 1996 by extending the scope of our services as well as the resultant compensation.

The following services have been performed as additional services to the original contract:

1.) Complete plans and specifications for the demolition of the existing building including budget analysis.....	\$1880
2.) Off-site construction documentation.....	\$ 450
3.) Division 0 - General Requirements (of the Construction Contract, General and Supplementary Conditions not included).....	\$ 845
4.) Landscape and Irrigation plan and specifications.....	\$ 600
5.) Increase in scope of project.....	\$ 900
	\$4675

The following services are proposed:

Construction Services:

BIDDING AND NEGOTIATION

2

The Architect will assist the District in the following:

- 1.) Obtaining bids and proposals
- 2.) Review bids and proposals for accuracy and completeness
- 3.) Award and preparation of contracts for construction
- 4.) Site visits and walk-throughs

ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1. The Architect shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction, included in specifications.
2. The Architect shall be representative of and shall advise and consult with the District as follows: (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the District's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified by written instrument.
3. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with the Contract Documents. On the basis of such on-site observations as an Architect, the Architect shall keep the District informed of the progress and quality of the Work, and shall endeavor to guard the District against defects and deficiencies in the Work.
4. The Architect shall have authority to reject Work which does not conform to the Contract Documents and will have authority to require additional inspection or testing of the Work whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.
5. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples.
6. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if authorized or confirmed in writing by the District, for the District's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.
7. The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion.
8. The Architect shall interpret and decide matters concerning performance of the District and Contractor under the requirements of the Contract Documents on written request of either the District or Contractor.

For the aforementioned construction services, the compensation shall be computed on an hourly basis as follows:

SERVICES:

Architect.....	\$60/hr.
Draftsperson.....	\$30/hr.
Clerical.....	\$22/hr.

REIMBURSABLES:

Mileage..... \$0.50/mile includes driver's time

The following fees are estimates based upon like construction:

PHASE I, Demolition:

-walk-through, bid negotiations, 2 site visits..... \$ 500

PHASE II, Construction:

-Bidding..... \$ 500

Construction Services: (Assume a 28 week duration)


-12 site visits (1 1/2 hrs. on site plus travel)..... \$1440

-Office work - 2-3 hrs./week @ approx.

\$120/week..... \$3360

Approximate cost based on above figures..... \$5800

Respectfully Submitted,



Barry L. Williams

From
ARCHITECT CONTRACT
EXHIBIT "A"

SERVICE TO BE PROVIDED BY ARCHITECT

PHASE I - DESIGN CONCEPTS

Heritage Ranch Community Services Center plans with suggested alterations shall be used as a basis for this study. This study would provide the DISTRICT with the following:

An overview of the County Planning Process - time frames, fees, etc.

Two overall schematic site layouts.

-Two on the corner of existing site with different orientations

A 'street' view or 'front' facade sketch using a more western, or Monterey style treatment.

An updated floor plan reflecting the changes requested.

Two meetings with manager and/or Lisa.

Presentation to the Board of Directors.

Time Frame - Initial Design Study - 2 weeks

Presentation to Doug and Lisa

- Complete Study - 2 weeks

Presentation to Board of Directors

PHASE II - DESIGN DEVELOPMENT

The architect will finalize solutions for elements of the facility including the mechanics of heating and cooling, window types, and a basic structural system. The architect will confer with the client about the specific inner workings of the project; these issues range from door and window locations and furniture arrangements to possible finish materials. Interaction with the client during this phase is primarily focused on discussion of options and priorities as budget costs have yet to be developed. The product of the Design Development phase are pictorial, not technical, drawings of the project solution and rough specifications. The drawings will enable the client to understand the design and will aid in the development of a fairly accurate cost estimate of the 'basic shell' of the facility.

PHASE III - CONSTRUCTION DOCUMENTS

Construction documents developed will consist of working drawings, specifications, general conditions, special conditions and addenda. The working drawings are a complete set of dimensional, technical drawings that describe every component of the facility. These drawings, along with a bound set of specifications, general conditions and special conditions, communicate to the builder what products will be used in the building and exactly how they should go together. Addenda are additions or corrections to the specifications that are issued during the bidding process.

TO BE PROVIDED BY THE DISTRICT:

Preliminary design concepts

Survey of the parcels, including utility locations

Legal description of the site

Soils engineering

**Earth Systems Consultants****Northern California**

4378 Santa Fe Road
San Luis Obispo, CA 93401
(805) 544-3276
FAX (805) 544-1786

August 23, 1996

FILE NO.: NGT10296-01

Mr. Douglas Jones, General Manager
Nipomo Community Services District
P. O. Box 326
Nipomo, CA 93444

PROJECT: PROPOSED DISTRICT OFFICE BUILDING
NW CORNER WILSON STREET AND DANA STREET
NIPOMO, CALIFORNIA

SUBJECT: Proposal for Grading Observation and Compaction Testing Services

REF: Demolition Plan by Barry Lorenz Williams Associates, undated

Dear Mr. Jones:

Per our recent meeting at the site, this proposal has been prepared to provide construction observation and testing services for the proposed office building to be constructed at the site. We understand that the new office building will be approximately 3,700 square feet in plan, and will be of wood and/or steel frame construction, with conventional continuous and spread footings and concrete slabs on grade. Initially, the structure will be single-story, however provisions will be made during construction of the foundations and structural frame to allow the construction of a second floor at some time in the future. The balance of the site will be developed with surface parking and landscaping. The new building will be served by the district water and sewer system.

We understand that the demolition of the existing structures and improvements at the site will be performed separately prior to the construction of the new facilities. We also understand that the finish floor elevation for the new structure will be approximately 18 inches above finish floor of the existing building on the site. The District has a local source of sand on the west side of Highway 101 which will be utilized as fill to raise the site to finish grade.

As we discussed, we propose to visit the site after the existing improvements have been removed, when the demolition contractor is in the process of clearing the excavation for the new building, the on-site septic tank, and any other below grade structures. Based on this site visit and observation of the conditions exposed, we will provide recommendations for final grading of the building and parking areas (i.e., additional overexcavation if needed, additional material removal if needed, etc.) which will be completed by the general contractor after the demolition contractor has left the site. We then propose to provide observation and compaction testing services as the building and parking areas are graded to



the planned finish elevations. Per our discussions with Barry Williams, we understand that no other testing services (concrete, masonry, welding, etc.) will be needed for the project.

Our anticipated scope of services is based on our understanding of the project as noted in the previous paragraphs, and our estimated costs are as follows:

A. Initial Site Visit: Develop work scope and make verbal recommendations for site demolition.

Senior Engineer	2 hrs. @ \$95.00/hr.	\$ 190.00
	Subtotal	\$ 190.00

B. Observation of Completed Demolition: Observe conditions exposed after existing improvements are removed, and provide recommendations for final site grading.

Senior Engineer	3 hrs. @ \$95.00/hr.	\$ 285.00
	Subtotal	\$ 285.00

C. Grading Observation and Compaction Testing: Compaction testing will be provided for recompaction of excavations made during demolition, for placement of imported fill for the building pad, for miscellaneous utility trench backfill, and for parking area subgrade and aggregate base. Field density tests will be taken in accordance with ASTM D 2922 and ASTM D 3017 at various locations and depths to determine in situ compaction. Relative compaction will be determined by performing maximum density versus optimum moisture tests in accordance with ASTM D 1557. A maximum of three soil types (on site soil, imported sand, imported aggregate base) has been assumed for compaction testing. Earth Systems will designate those areas to be tested and may request contractor cooperation in excavating required test areas or pits. A preconstruction meeting attended by the field technician only has also been assumed.

Field technician	18 hrs. @ \$52.00/hr.	\$ 936.00
Nuclear density tests	30 @ \$10.00 each	\$ 300.00
Maximum density/optimum moisture tests	3 @ \$135.00 ea.	\$ 405.00
	Subtotal	\$1,641.00

D. Footings Excavations Observation: Assumes one visit to check footing excavations and verify that all footings will be supported by firm recompacted soils. No compaction testing will be required.

Field technician	2 hrs. @ \$52.00/hr.	\$ 104.00
	Subtotal	\$ 104.00



E. Reports and Supervision: Assumes one compaction report will be prepared at the end of the project.

Technician	1.5 hr. @ \$52.00/hr.	\$ 78.00
Drafting	1.5 hr. @ \$52.00/hr.	\$ 78.00
Engineering supervision	3 hrs. @ \$95.00/hr.	\$ 285.00
	Subtotal	\$ 441.00

**Project Total, Grading Observation and
Compaction Testing Services** **\$2,661.00**

Conditions

The fees and conditions of this proposal will remain in effect for a period of 180 days. Our technicians and inspectors will attempt, wherever possible, to combine inspections or test multiple areas during site visits, in order to keep the final bill as low as possible. However, as the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual amount of time spent and service performed, and may be greater or less than the estimate amounts.

The client or client's agent is to supply construction staking, latest plans and specifications, and notify us of any changes pertinent to the performance of testing and observations. The client or client's agent is responsible for contacting this firm when testing services are required. As the construction site is immediately adjacent to the district's current temporary office location, the client may wish to assume responsibility for calling our firm to the site when services are required, rather than delegating this authority to the general contractor or the individual subcontractors. This can often help to reduce costs, as some inspections can be combined, or scheduled inspection can be canceled if equipment breaks down, etc. Earth Systems Consultants will test or inspect at locations deemed appropriate to provide the client with information regarding the acceptability of the tested areas. Previously failed areas may be retested after rework, if required.

Charges for retests or reinspections due to failing results, or when tests or inspections are requested but the contractor is not ready and does not cancel scheduled testing or inspection are not included in the estimate and will be billed at hourly rates. This firm shall not be responsible for backcharging contractors or subcontractors for retests or reinspections.

Routine project supervision has been included in the above quotation. However, please note that the above quotation does not include charges for meetings, plan reviews, site visits to address unforeseen problem areas, or other such services. Fees for such services will be charged at the hourly rates in effect at the time of the services request.

If the client finds the proposed scope of work, terms (attached), and fees satisfactory, the return of the attached work order, signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. Earth Systems Consultants' responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.



Mr. Douglas Jones

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August 23, 1996

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,

Earth Systems Consultants Northern California

Fred J. Potthast, Vice President

taw

Attachments: Work Order
Terms

Doc. No.: 9608-249.PRP

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 4, 1996

REPLACEMENT OF OLD WATER LINES

At the Regular Board Meeting of July 17, 1996, your Honorable Board approved engineering services with Garing, Taylor & Associates to develop plans and specifications to replace old water lines in the older section of Nipomo. The old water lines to be replaced are in Dana, Price, Mallagh, Burton and Bennett Streets as shown on the attached map. Most of these lines have deteriorated such that it has become economically sound to replace them.

Garing, Taylor and Associates are completing the plans and specifications to go to bid to replace these water lines. The engineer's estimate to replace these lines is \$387,542. (See attached.) The District has \$243,600 in the 96-97 budget for this work. Part of the reason the engineer's cost estimate is higher than the budgeted funds is that an old steel line on Burton Street between Price and Bennett Streets has been added to the project, and the house service lines are being replaced. Depending on the results of the bid, the Board could add funds from reserves or eliminate some of the work.

It is staff's recommendation that your Honorable Board authorize the District to advertise and solicit bids to replace these water lines.

**WATERLINE REPLACEMENT
PRELIMINARY COST ESTIMATE
For
NIPOMO COMMUNITY SERVICES DISTRICT**

August 29,1996

Description	Quantity	Unit	Estimated Unit Cost	Estimated Cost Amount
1 Clearing and grubbing		L.S. L.S.	L.S.	\$40,000.00
2 Replace A.C. pavement	29347	S.F.	3.00	\$88,041.00
3 Remove & restore A.C. Berm	115	L.F.	10.00	\$1,150.00
4 6" PVC (DR-18)-incl. sand backfil	122	L.F.	25.00	\$3,050.00
5 8" PVC (DR-18)- incl. sand backf	4149	L.F.	35.00	\$145,215.00
6 6" Resilient seated gate valve	2	EA	700.00	\$1,400.00
7 8" Resilient seated gate valve	12	EA	900.00	\$10,800.00
8 Fire hydrant assembly	9	EA	1,700.00	\$15,300.00
9 2" Blowoff assembly	1	EA	100.00	\$100.00
10 Air & vacuum valve assembly	1	EA	1,250.00	\$1,250.00
11 1" Service replacement	102	EA	400.00	\$40,800.00
12 Water main tie in	9	EA	1,500.00	\$13,500.00
13 Finish Roadway		L.S. L.S.	L.S.	\$5,000.00
Construction Subtotal				\$365,606.00
Const. Survey & Inspection (6%)				\$21,936.36
Total				\$387,542.36

NIPOMO COMMUNITY SERVICES DISTRICT

REQUEST FOR BIDS

REPLACEMENT OF OLD WATER LINES

SEALED BIDS will be received by the Secretary of the Nipomo Community Services District ("District") at its office at 261 W. Dana Street, Suite 100, Nipomo, California, until September 25, 1996, at 10:00 a.m., and promptly thereafter all proposals that have been duly received will be publicly opened and read aloud, for performing work as follows:

The Contractor is to supply all labor, material, and equipment necessary to install approximately 4000 feet of new water lines to replace existing lines in Dana, Burton, Price, Bennett and Mallagh Streets in Nipomo, California, in accordance with District plans and specifications.

INSTRUCTIONS TO BIDDERS

Plans, specifications, and proposal forms may be inspected at the District office in Nipomo, and copies of said documents may be obtained from the District at 261 W. Dana Street, Suite 101, Nipomo, California, (805) 929-1133 at \$10.00 per set (non-refundable).

No bid will be accepted unless it is made on a proposal form furnished by the District.

The successful bidder must possess the following classification of contractor's license: Valid State of California Class A General Engineering License.

All bids will be accompanied by cash, a certified or cashier's check or bidder's bond in the sum of not less than ten percent (10%) of the total aggregate amount of the bid. Said checks or bonds shall be made payable to the order of the District as liquidated damages in case of the successful bidders failure to enter into the contract within the specified time.

Contractors shall comply with Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 of the California Labor Code (prevailing wage, etc.). The prevailing wage schedule is available at District office.

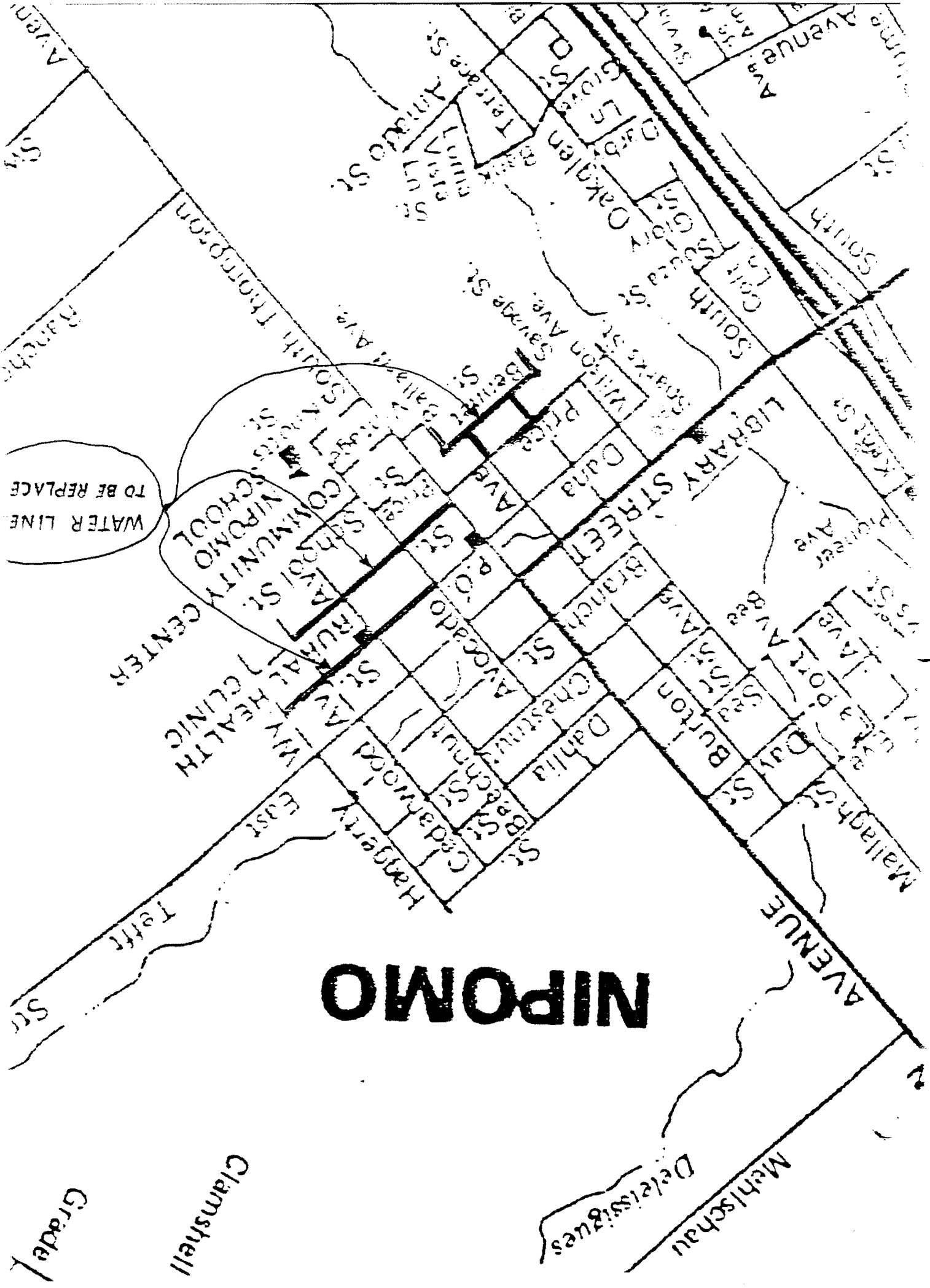
Contractor shall assume full responsibility for job site safety.

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.

Dated this 6th day of September, 1996, at Nipomo, California.

NIPOMO COMMUNITY SERVICES DISTRICT
/s/ DOUGLAS JONES
General Manager

NIPOMO



TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 4, 1996

DEVELOPMENT PLAN D 96-0053D
CASTELLANOS COMMERCIAL PROPERTY

The District has received a letter from Norman Vasquez and Assoc. representing the Developer, Andy Castellanos requesting District services for the development of a commercial property located at the intersection of Division St. and Orchard Rd. The attached plot plan of the commercial development is enclosed for the Board's review.

An Intent-to-Serve letter may be granted for the proposed commercial project which should include the following conditions:

1. The developer must enter into a Plan Check and Inspection Agreement and pay the necessary fees.
2. The improvement plans must be presented to the District for it's approval. These plans should show all existing off-site water and sewer facilities and all proposed facilities off-site and on-site . These plans should show how each building is to be serviced, location of each meter and associated fire protection requirements.
3. All appropriate water and sewer capacity, meter, account fees and other fees be paid.
4. An Offer of Dedication of all the off-site water and sewer improvements must be made to the District.
5. A detailed plan of the on-site improvements so that the District may count the number of fixture units in each building for determination of the Dwelling Unit Equivalentents for water and sewer fees.
6. A street lighting layout.
7. Landscape development in the common area shall be designed for a minimum water use.
8. A phone line conduit must be installed from each of the meter boxes to the appropriate telephone jack on the commercial building served.

After Your Honorable Board has considered the above conditions and any items they may wish to add or delete, they may approve the Intent-to-Serve with the appropriate conditions mentioned above.

Norman & Vasquez Associates.

101 West Branch Street, Suite 12
Arroyo Grande, California 93420
(805) 481-5645

James R. Norman, Architect
Mark Vasquez Associate

Nipomo Community Services District
PO Box 326
Nipomo, California 93444
(805) 929-1133

August 26, 1996

096-0053 D

RE: Development Plan Application, Castellanos Commercial Project

Good Day,

Please review the attached site plan for the proposed project at the Southeast corner of Orchard Road & Division Street and provide intent to serve letter for sewer and water for proposed project as soon as possible so we may complete our paperwork for SLOCO Planning department application.

The proposed project encompasses the area of the existing market (which will be relocated in the project) and the 8 residential lots that were to be Phase II of Tract 1661 previously approved.

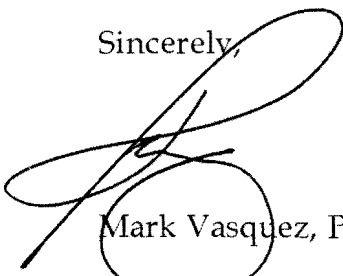
This commercial project should require less service than that of the existing commercial plus Phase II of Tract 1661. It is anticipated that the 16 proposed retail spaces will require one restroom space each plus an additional possible 10 restrooms for the larger units. Also a restaurant and 20 washer Laundromat may be in the project. In addition to the commercial buildings, there is a proposed 4 bay self service car wash proposed near the rear of the project.

Finalization of requirements will be completed after Planning Department approvals have been secured.

Any required street improvement drawings will be prepared by Westland Engineering as the Civil Engineers on the project after preliminary approvals.

If you have any further questions or requirements for intent to serve letter approval, please do not hesitate to contact me to discuss the project.

Sincerely,



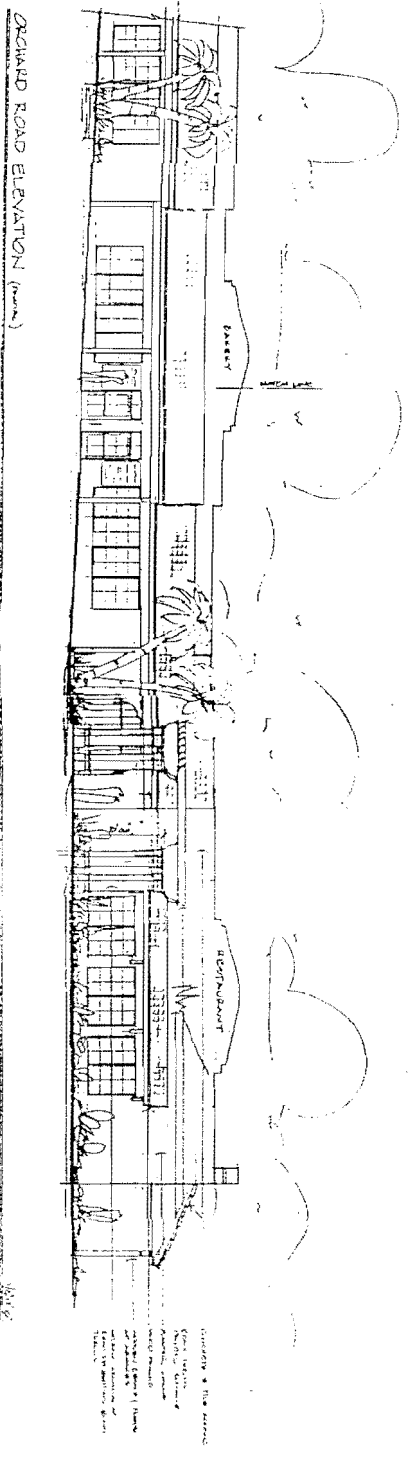
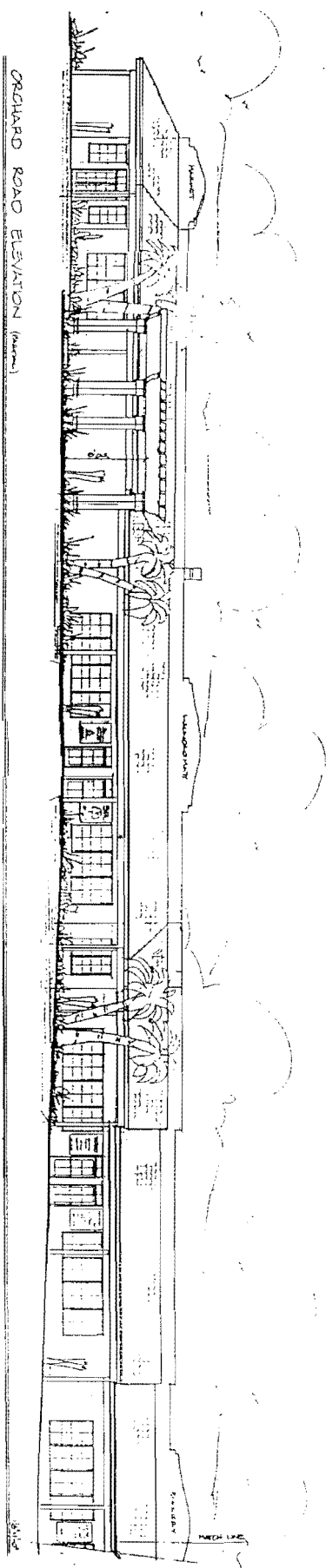
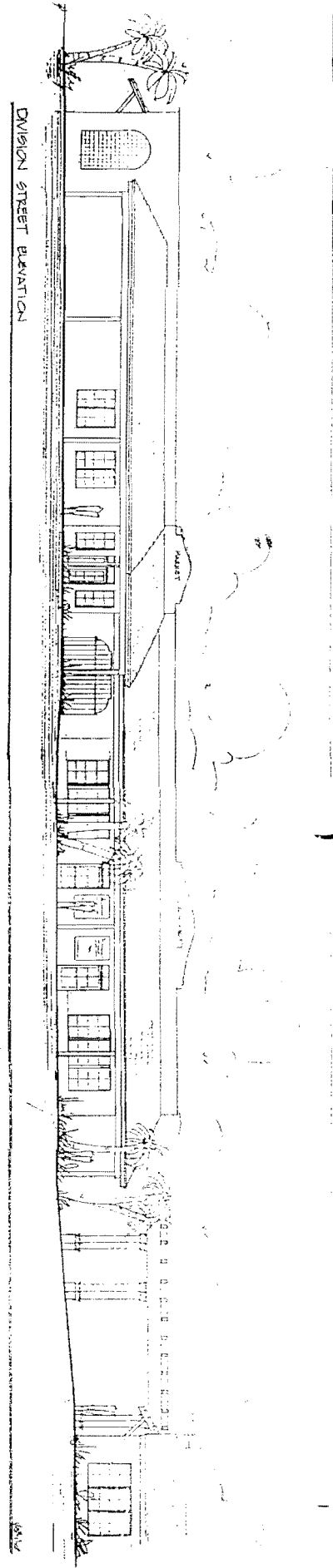
Mark Vasquez, Project Coordinator

Attachments: Site Plan Reduction
Street Side Elevation Reduction

RECEIVED

AUG 28 1996

**NIPOMO COMMUNITY
SERVICES DISTRICT**



CONSULTOR & FILE NUMBER
 SCALE: 1/8" = 1'-0"
 DATE: 11/15/82
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

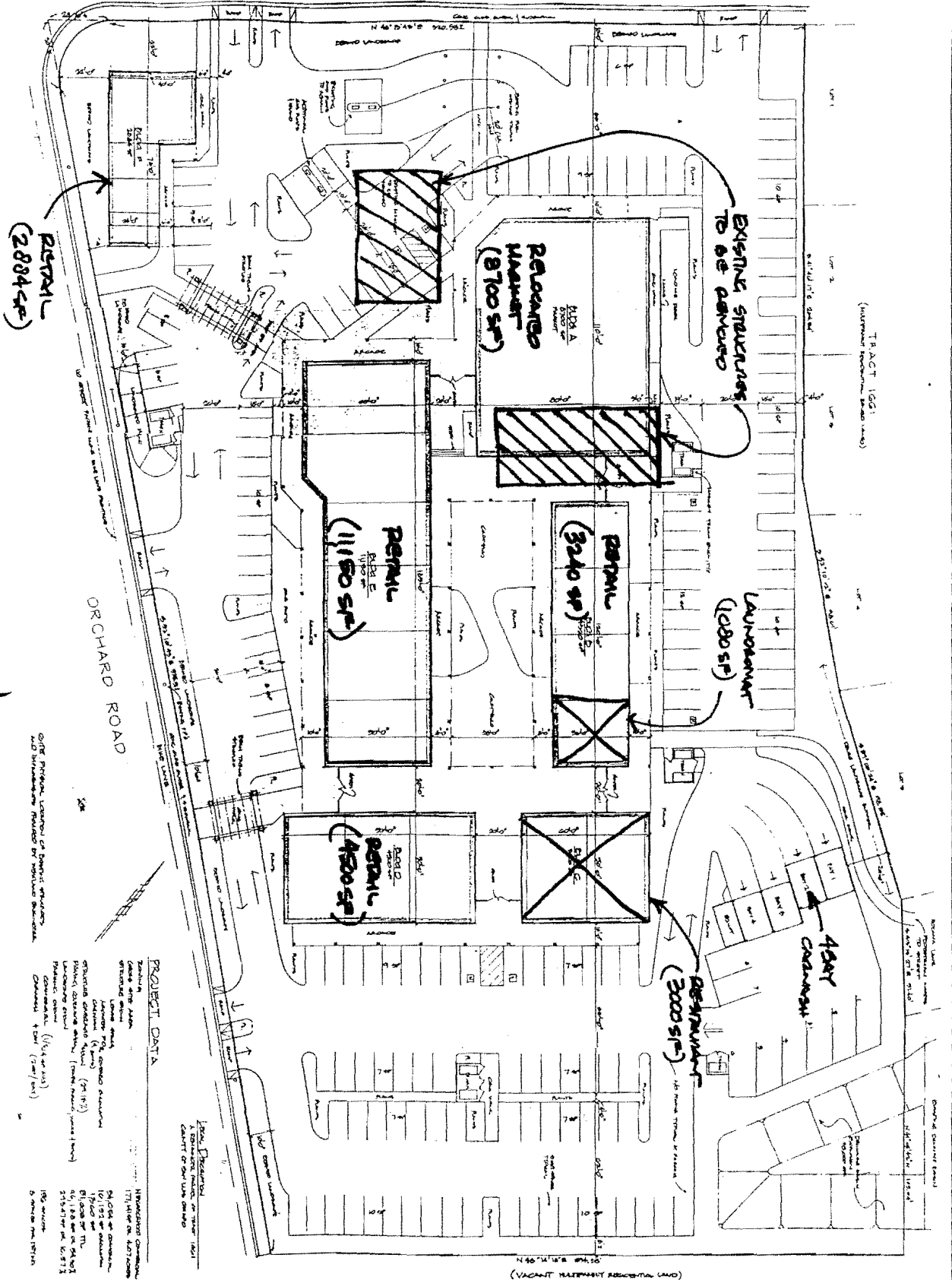
DATE	11/15/82
DRAWN BY	[Signature]
CHECKED BY	[Signature]
NO. OF SHEETS	2
TOTAL NO. OF SHEETS	5

A NEIGHBORHOOD SERVICE CENTER

Norman & Vasquez Associates
 Commercial Development and Planner Residential Specialists
 101 West Branch Street - Suite 17
 Arroyo Grande, California 93420 (805) 421-2545
 James R. Norman, Architect C-3591

DIVISION STREET

9 LAYOUT



NOTE: PROPOSED LAYOUT OF EXISTING STRUCTURES AND UTILITIES SHOWN FOR ILLUSTRATION PURPOSES.

PROJECT DATA

Name: **A NEIGHBORHOOD SERVICE CENTER**
 Location: **ORCHARD ROAD & DIVISION STREET, MENLO PARK, CALIFORNIA**
 Project No.: **100-100000000**
 Date: **1/15/80**
 Scale: **AS SHOWN**
 Author: **J. VASQUEZ**
 Checker: **J. VASQUEZ**
 Date: **1/15/80**
 Project: **100-100000000**
 Drawing: **100-100000000-1**
 Title: **PROJECT DATA**

A NEIGHBORHOOD SERVICE CENTER

ORCHARD ROAD & DIVISION STREET, MENLO PARK, CALIFORNIA

PREP. **DAVID CAMPBELL**, 714 CREESTOWN, MENLO PARK, CALIFORNIA 94024

Norman & Vasquez Associates

Commercial Development and Planned Residential Specialists

101 West Branch Street - Suite 12
 Arroyo Grande, California 93420 (805) 481-5845
 James E. Norman, Architect 6-3881

SEP 4 1996

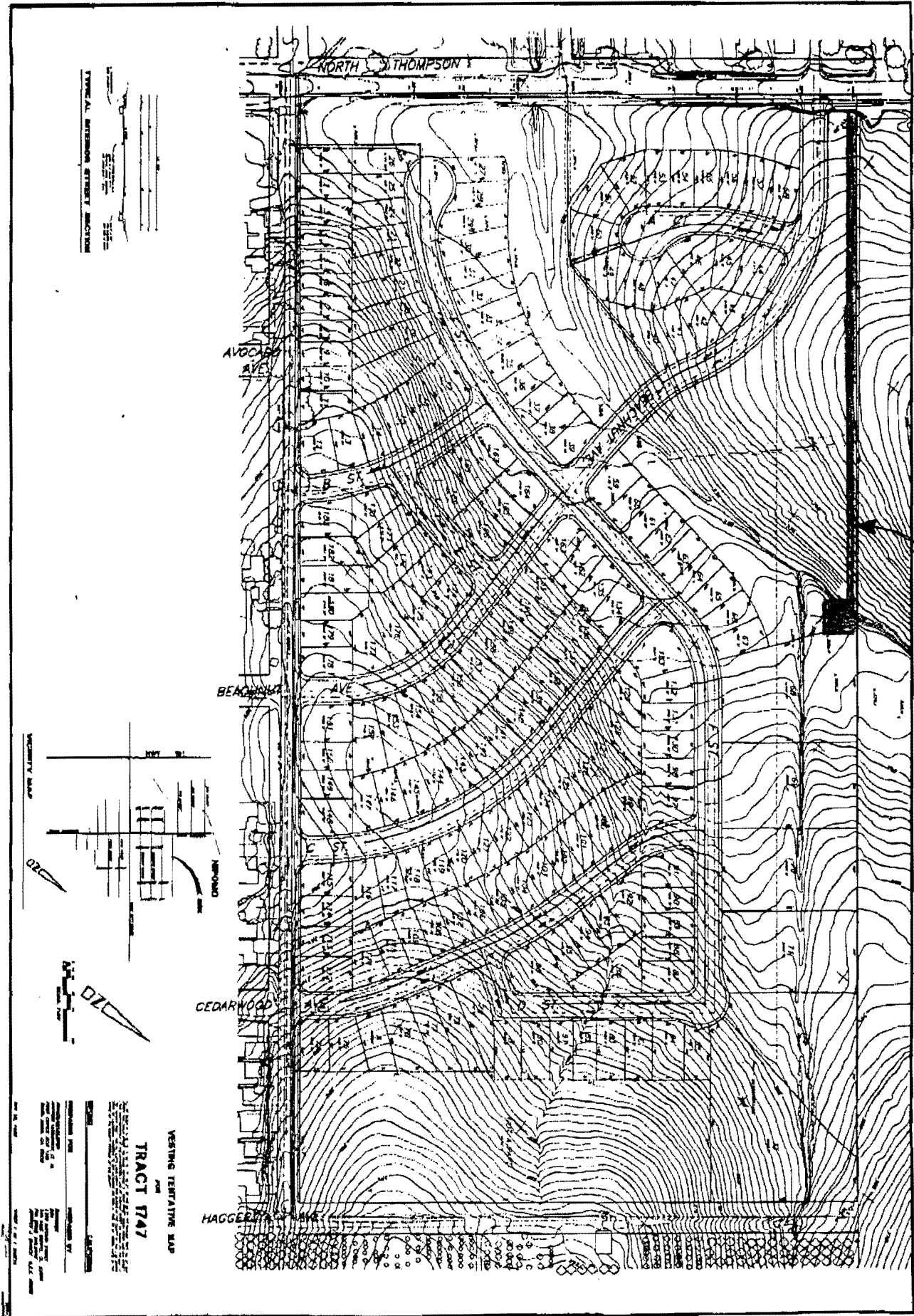
TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 4, 1996

TRACT 1747

Your Honorable Board has previously approved an Intent-to-Serve letter for Tract 1747 (a 189 lot subdivision) near the intersection of No. Thompson Rd. and Chestnut Street. One of the conditions of the Intent-to-Serve letter is that the developer would dedicate an easement to an existing well-site and an access to the well-site easement. The property owners of this subdivision have complied with the District's request. A copy of the easement document is attached for the Board's review and approval.

It is staff's recommendation that Your Honorable Board approve the attached Resolution No. 96-well accepting the well-site easement and the access to the well-site and also authorizing the staff to record the document with the County Recorder's office.

C:\W:\BD\tr1747-3.DOC



NIPOMO COMMUNITY SERVICES DISTRICT

P O BOX 326 NIPOMO, CA 93444
(805) 929-1133 FAX (805) 929-1932

July 15, 1996

Terry Payne
Engineering Development Associates, Inc.
1320 Nipomo Street
San Luis Obispo, CA 93401

SUBJECT: TRACT 1747
INTENT TO SERVE
189 LOTS

At their Regular Meeting on December 6, 1995 the Board of Directors of the Nipomo Community Services District considered your request for water and sewer service for Tract 1747. The Intent-to-Serve for 189 lots was granted subject to the following conditions:

1. The well-site easement and access easement to the well-site be granted to the District and recorded.
2. The developer must enter into an Plan Check and Inspection Agreement and pay the necessary fees.
3. Improvement plans must be presented to the District for its approval. The improvement plans shall include the construction by the developer of a water supply line from the well-site to the development system.
4. All appropriate water and sewer capacity, meter, account and other fees be paid.
5. An offer of dedication of all the off-site water and sewer improvements must be made to the District.
6. A development plan schedule shall be made and presented to the District for approval.
7. Landscaping developed in the common areas shall be designed for minimum water use.
8. A phone line conduit must be installed at each lot from the water meter box to the house telephone jack for future meter reading capacities.

Terry Payne
EDA
Tract 1747
July 15, 1996
Page Two

The County Planning & Building Department is directed to withhold the building permit until the District's fees have been paid.

At the time a request for final approval is made to this District, the Board of Directors may agree to provide earlier service as provided at Section 2 of Ordinance No. 86-49.

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

A ONE YEAR EXPIRATION DATE IS IN EFFECT.

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT



Doug Jones
General Manager

DJ:d

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RESOLUTION NO. 96-WELL

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT ACCEPTING WELL SITE AND
ACCESS EASEMENTS WITHIN TRACT 1747

WHEREAS, the developer of Tract 1747 desire to grant a well-site and access easement to the Nipomo Community Services District system, and

WHEREAS, the developer of Tract 1747 has offered and executed a well-site and access easement where to the District.

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

1. The Easement Grant Deeds referenced below and shown on Exhibit "A" are accepted by the District.

An access and water line easement and a well-site easement, being a portion of Block 6 and 12 of the Fairview Tract together with a portion of the alley within said Block 6, in the County of San Luis Obispo, California in accordance with the Map recorded in Book A, page 88 of Maps recorded in said county.

2. Authorize the General Manager to record the Deed.

PASSED AND ADOPTED by the Board of Directors of the Nipomo Community Services District this 4th day of September, 1996, on the following roll call vote:

AYES: Directors _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

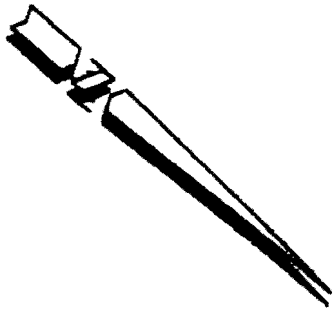
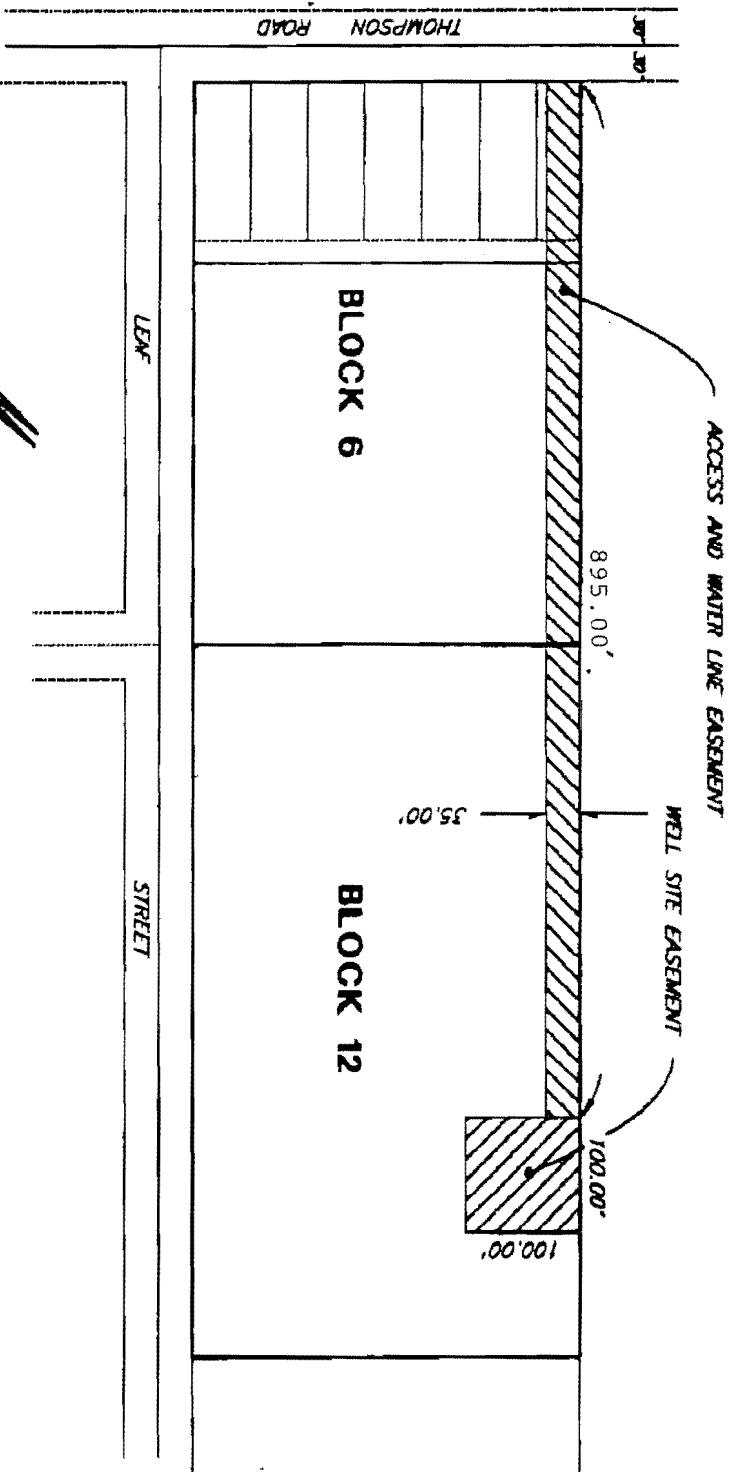
Steven A. Small, President
Nipomo Community Services District

APPROVED AS TO FORM:

Jon S. Seitz
District Legal Counsel

ATTEST:

Donna K. Johnson
Secretary to the Board



GRAPHIC SCALE

EXHIBIT 'A'

FILE: \201544\ACSDRASE.DWG DATE: JUL 27, 1995 TIME: 11:20 AM

SEP 4 1996

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 4, 1996

MINUTES FROM SAFETY MEETING

The Minutes from the Safety Meeting of August 27, 1996 are presented to the Board of Directors for your review. After review and comments, the Board of Directors may direct the Board Secretary to acknowledge their receipt, review, and comments in the minutes of tonight's regular Board Meeting.

This is a procedural item so that the District may receive credit on its insurance premium.

C:\W:\BD\safetymtg.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT
261 WEST DANA, SUITE 101
P.O. BOX 326
NIPOMO, CA 93444-0326
(805) 929-1133 FAX (805) 929-1932**

NIPOMO CSD SAFETY MINUTES

Date: August 27, 1996

Present: Kathy Beltran, Lisa Bognuda, Donna Johnson, Doug Jones,
Lee Douglas, Roger Gomes and Ernest Thompson

Four safety videos were viewed. They were as follows:

1. Medical Emergencies in the Workplace I - Life Sustaining Responses
2. Medical Emergencies in the Workplace II - First Response
3. Burn Emergencies: Prevention and Response
4. Good Driving is an Attitude

After the videos were viewed emergency responses were discussed. First Aid Kits are located in each field crew vehicle, the District office and the maintenance shop. If any supplies are removed from the kits, they should be replenished as soon as possible. It was also suggested that the kits should include a mouth piece protector in case mouth-to-mouth resuscitation is required. Staff will look into the cost of purchasing these devices for our First Aid Kits.

Adjournment.

TO: BOARD OF DIRECTORS
FROM: DOUG JONES
DATE: SEPTEMBER 4, 1996

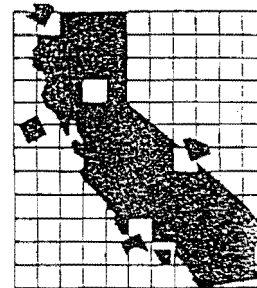
MANAGER'S REPORT

1. CSDA SLO CHAPTER
CSDA SLO Chapter is having a reception for Assemblyman Tom Bordonaro, Jr. and State Senator Jack O'Connell on Monday, September 16, 1996 at the Templeton Community Services District Center.
2. Senate Bill 900
Enclosed is information on Senate Bill 900, a water bond issue. It will be on the November ballot.

C:\W:\BD\mr090496.DOC

**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION
SAN LUIS OBISPO COUNTY CHAPTER**

4870 HERITAGE ROAD
PASO ROBLES, CA 93446
PHONE: (805)227-6133
FAX: (805) 227-6231
E-MAIL: hrcsd@thegrid.net



EXECUTIVE COMMITTEE

Laurie Ion
Carolyn Moffatt
Bill Van Orden
Jon Seitz
John Wallace

DIRECTORS

William Beser-Vice President
Byron Briley
Kit Carter-President/Secretary
William Engels
David Phillips

YOU ARE INVITED TO A RECEPTION

FOR

TOM BORDONARO, JR. ASSEMBLYMAN, 33RD DISTRICT

AND

JACK O'CONNELL, SENATOR, 18TH DISTRICT

MONDAY, SEPTEMBER 16, 1996

FROM 5:00 TO 7:00 PM

**TEMPLETON COMMUNITY CENTER & WOMEN'S CLUB
601 MAIN STREET, TEMPLETON**

**HORS D'OEUVRES BY McPHEE'S GRILL ~ NO HOST BAR ~
DOOR PRIZES ~ RAFFLE**

**MEET AND GREET OUR LEGISLATORS. NETWORK WITH YOUR SPECIAL
DISTRICT COLLEAGUES. MEET NEW PEOPLE. HEAR FROM OUR
SENATOR AND ASSEMBLYMAN ON ISSUES THAT ARE IMPORTANT TO
SPECIAL DISTRICTS.**

RSVP LAURIE ION @ 434-4900

Water Bond Placed On November Ballot

Bonds would provide \$995 million for state water projects.

With surprising little opposition, lawmakers on June 11 authorized a statewide vote in November on a \$995 million water bond measure. Gov. Pete Wilson, later in the day, signed the water bond legislation, calling it "truly historic" and a "milestone." He urged voters to approve it.

Called the *Clean Water and Reliable Water Supply for Cities, Farms and the Environment Bond Act of 1996*, the bulk of the money — \$600 million — would be used for environmental restoration projects in the Sacramento-San Joaquin River Delta. Another large portion — \$235 million — would be used to provide state revolving funds (SRF) to finance projects mandated under the federal Clean Water Act, for clean water grants to small communities, water recycling and for drainage management projects.

Background on State Water Projects

Although California boasts the largest and most advanced water supply projects in the world, in recent years, the state has fallen behind most other states in development of new water projects and funding of federally mandated flood control and clean water programs.

The last ballot initiative that attempted to fund water projects through general obligation bonds was Proposition 148 in 1990, which failed passage. Prop. 148, which received only 44 percent of voter approval, would have provided \$180 million to fund a variety of flood control, drought assistance and water recycling programs. The failure of Prop. 148 and the absence of a water bond measure on subsequent ballots has left existing state bond funds virtually depleted.

Currently, the state is approximately \$120 million in arrears for the state share of authorized flood control projects, and the FY 1995-96 budget proposes no funding for these projects.

The last time the state provided real funds for water projects was in 1988 with \$75 million for safe drinking water programs, \$65 million for clean water and reclamation projects, and \$60 million in water conservation bonds.

If passed in November, the water bond bill will provide the following:

1) Delta Restoration - \$ 193M

Funds Delta habitat restoration; administrative expenses for CalFed studies and planning activities.

2) Clean Water and Water Recycling - \$ 235M

Improve water quality, promote water recycling and reuse.

3) Water Supply Reliability - \$117M

Statewide projects which enhance water quality, improve water management and demand management.

4) CalFed Bay-Delta Ecosystem Restoration Program - \$390M

Financing the state's share of CalFed programs including the "core actions," restoration of fish and wildlife habitat, and fish screens. Before any funds can be spent, an environmental impact report and impact statement will be filed, and a federal and state cost-sharing agreement will be implemented.

5) Flood Control - \$60M

State's share of nonfederal flood control projects.

Under existing state law, the State Water Resources Control Board manages loan and grant programs to construct wastewater, water recycling and reclamation projects in order to comply with the federal Clean Water Act.

The Department of Water Resources manages the state's water resources including loan and grant programs for public water system projects in order to comply with the federal Safe Drinking Water Act.

Included in the bond measure is a \$50 million state fund to help finance programs mandated under the federal Central Valley Project Improvement Act (CVPIA). To date, the state has been unable to provide its 25% share of matching funds for projects called for in the CVPIA such as the Shasta Temperature Control Device. The TCD requires about \$20 million in state funds.

Revenue from the bonds will not be used to fund major construction projects under the CalFed Bay-Delta restoration program. These projects, such as the proposed mini-canal around the delta, will be funded independently.

Contents of SB 900 Water Bond

CalFed Bay-Delta Ecosystem Restoration Program	\$ 390,000,000
Clean Water and Water Recycling	235,000,000
Delta Restoration	193,000,000
Water Supply Reliability	117,000,000
Flood Control	60,000,000
Total	\$ 995,000,000