

John J  
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11:00

**NIPOMO COMMUNITY SERVICES DISTRICT  
AGENDA**

MARCH 17, 1999 7:00 P.M.  
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

**BOARD MEMBERS**

ROBERT BLAIR, **PRESIDENT**  
GENE KAYE, **VICE PRESIDENT**  
AL SIMON, **DIRECTOR**  
RICHARD MOBRAATEN, **DIRECTOR**  
ALEX MENDOZA, **Director**

**STAFF**

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

**NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.**

**CALL TO ORDER AND FLAG SALUTE**

**ROLL CALL**

**SPECIAL PROCLAMATION - "APRIL, MONTH OF THE CHILD & APRIL 17, DAY OF THE CHILD"**

**APPROVAL OF MINUTES**

1. REGULAR MEETING OF MARCH 3, 1999

**PUBLIC COMMENTS PERIOD**

2. PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

**BOARD ADMINISTRATION** (The following may be discussed and action may be taken by the Board.)

3. LETTER TO COUNTY BOARD OF SUPERVISORS  
Approval of draft letter to Board of Supervisors on affordable housing
4. COUNTY SERVICE AREA 1-F (CSA 1-F NEW GALAXY PART)  
Discuss issues of connection of CSA 1-F to NCSD sewer system
5. INTENT-TO-SERVE - TRACT 2304 (WITTSTROM)  
Request for water service for a 46-lot subdivision at Mesa & Osage Roads
6. REPLACEMENT STUDY PROPOSALS  
Selection of consultant to do a water and sewer replacement study
7. WASTEWATER TREATMENT FACILITY EXPANSION - PHASE II  
Authorization to request bids to construct Phase II of the sewer plant expansion
8. CALIF. PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)  
Resolution of Intention to amend District contract for miscellaneous members
9. ACCEPTING IMPROVEMENTS FOR TRACT 1741  
Resolution accepting the water and sewer improvements for Tract 1741
10. SPECIAL BOARD MEETING - MARCH 31, 1999

**FINANCIAL REPORT**

11. APPROVAL OF WARRANTS

**OTHER BUSINESS**

12. MANAGER'S REPORT
  1. CA-NV Section AWWA Conference
  2. Senator O'Connell - Capitol Seminar 1999
  3. Correspondence from Bear Valley CSD on proxy vote
13. DIRECTORS COMMENTS

**CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL (a) and (b) GC§54956.8

- a. NCSD vs. Shell Oil, et. al. Case No. CV 077387
- b. SMVWCD vs NCSD Case No. CV 770214
- c. Real Property Negotiation, Dist. Rep. Gen. Manager., Prop rep. Dana Estates, acquisition of tank site easement at Dana-Foothill & Tefft St.

**ADJOURN**



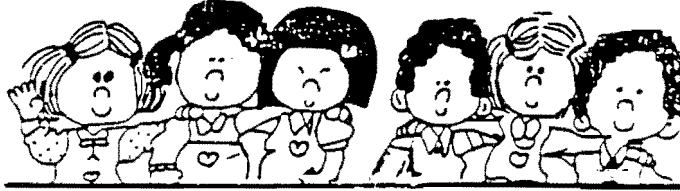
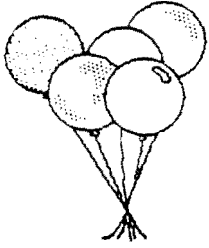
TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

SPECIAL PROCLAMATION  
APRIL, "MONTH OF THE CHILD"  
&  
APRIL 17, 1999 "DAY OF THE CHILD"

The District received a request from Ms. Traci Bognuda for your Honorable Board to pass the attached proclamation recognizing April as the "Month of the Child" and April 17, 1999 as the "Day of the Child."

It is staff's recommendation to have District legal counsel read the proclamation, after which the Board may make a motion to approve the proclamation by a roll call vote.

C:\W:Bd99\day of the child.DOC



# "KIDS DAY" CELEBRATION

*in honor of the Month of The Child*

March 04, 1999

Nipomo Community Services District  
261 West Dana  
Nipomo Ca 93444

Dear Mr. Blair,

In anticipation of April, the Month of the Child, the Kid's Day Committee would like to ask for a Proclamation Recognizing April as "Month of the Child", and April 17, 1999, in honor of our Kid's Day Celebration, the "Day of the Child".

Our request is that this can take place on Wednesday, March 17 at your regularly scheduled meeting. We will be present for the Proclamation reading and leave so you can presume your business.

Enclosed you will find the 1999 Proclamation as written for this purpose.

If you have any questions or concerns please feel free to call me at 929-4933.

Sincerely,

Traci Bognuda  
Chairperson

RECEIVED

MAR 4 1999

NIPOMO COMMUNITY  
SERVICES DISTRICT

)

**PROCLAMATION RECOGNIZING APRIL AS "MONTH OF THE CHILD"  
AND  
APRIL 17, 1999 AS "DAY OF THE CHILD"**

**WHEREAS**, the children and youth of San Luis Obispo County are recognized as an important and vital part of the community and are acknowledged as our most precious resource; and

**WHEREAS**, April being the "**Month of the Child**", a national celebration focusing public attention on the needs of children, youth and their families - particularly their need for high quality programs; and

**WHEREAS**, April 17, 1999, commemorates the 2<sup>nd</sup> annual "**Day of the Child**" celebration in Nipomo during "Kid's Day" Celebration at Nipomo Elementary School - a day where children and families interact with agencies and individuals providing care in Nipomo and throughout San Luis Obispo County; and

**WHEREAS**, the activities of this day and month will provide the opportunity to recognize quality early childhood and youth programs and providers in our community and honor their efforts to improve the quality, availability and accessibility of such programs.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Directors of the Nipomo Community Services District of San Luis Obispo County, State of California, does hereby proclaim April as "**Month of the Child**" and April 17, 1999 as "**Day of the Child**" and encourages our community to take time to watch, listen and talk with the children and youth of our community.

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Date of Presentation

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Robert Blair, President, Nipomo Community Services District

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

MARCH 3, 1999 7:00 P.M.  
BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

### **BOARD MEMBERS**

ROBERT BLAIR, **PRESIDENT**  
GENE KAYE, **VICE PRESIDENT**  
AL SIMON, **DIRECTOR**  
RICHARD MOBRAATEN, **DIRECTOR**  
ALEX MENDOZA, **Director**

### **STAFF**

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

**NOTE: All comments concerning any item on the agenda are to be directed to the Board Chairperson.**

### **CALL TO ORDER AND FLAG SALUTE**

President Blair called the meeting to order at 7:05 pm and led the flag salute.

### **ROLL CALL**

At Roll Call all Board members were present.

### **APPROVAL OF MINUTES**

1. REGULAR MEETING OF FEBRUARY 17, 1999

Upon motion of Director Simon and seconded by Director Mobraaten, the Board unanimously approved the Minutes of the February 17, 1999 Regular meeting, as modified.

### **PUBLIC COMMENTS PERIOD**

2. PUBLIC COMMENTS

Any member of the public may address and ask questions of the Board relating to any matter within the Board's jurisdiction, provided the matter is not on the Board's agenda, or pending before the Board. Presentations are limited to three (3) minutes or otherwise at the discretion of the Chair.

President Blair opened the meeting to Public Comments. There were none.

### **BOARD ADMINISTRATION** (The following may be discussed and action may be taken by the Board.)

3. LOW COST HOUSING

Review low cost housing issues in Nipomo

During this agenda item, the following members of the public spoke:

Ernest Thompson - 734 Citrus Lane, Nipomo

Tony Grebiz - 726 Pomeroy Rd., Nipomo

Mr. Roland - 1245 Primavera, Nipomo

Marty McDowell - 127 Mesa Verde, Nipomo

Deana Evans - 117 Mesa River Lane, Nipomo

Denise Cannon - 1315 Dawn Rd., Nipomo

Bob Lowry - 850 Ten Oaks Way, Nipomo

Donna Mills - 655 Sweet Donna Pl., Nipomo

Richard Theriot - 385 Tejas Pl., Nipomo

Peggy Miller - 348 W. Tefft St., Nipomo

Tim Fuhs - 432 Meredith, Nipomo

Bill Senna - Oceano, Lucia Mar School District Board Member

Kathy Tidua -

Marian Wilson - 395 Via Promesa

Howard Vanderwall - 855 Ten Oaks Way, Nipomo

John Snyder, 662 Eucalyptus, Nipomo

Brian Touey - 974 Silver Dollar, Nipomo

Bonnie Tzysnsky - 215 Tejas

Mark Wilson - 395 Via Promesa, Nipomo

**MINUTES SUBJECT TO BOARD APPROVAL**

The general comments were concerns for adequate space in the schools, public safety, sidewalks. Some asked the Board what authority it had with planning. The answer was the county has the jurisdiction over planning and density. The place to voice concerns is with the County Supervisors.

Upon motion of Director Kaye and seconded by Director Mendoza, the Board unanimously directed the Manager to write a letter to the San Luis Obispo County Board of Supervisors voicing the concerns of the public as shared at this meeting.

4. INTENT-TO-SERVE - TRACT 2304 (WITTSTROM)

Request for service for a 46 lot subdivision on Mesa & Osage Rds.

Mr. Jones explained that Mr. Wittstrom was asking the Board for a revision to the original Intent-to-Serve letter for Tract 2304 from 39 one-acre lots to 46 half-acre lots. Director Kaye voiced concerns whether septic systems on half-acre (if approved by SRWQCB) would be adequate and might lead to eventual connection to sanitary sewers.

During this agenda item, the following members of the public spoke:

Bonnie Tzysnsky - 215 Tejas, Nipomo

John Snyder, 662 Eucalyptus, Nipomo

Bill Senna - Oceano, Lucia Mar School District Board Member

Dorothy ? - 484 Tejas Place, Nipomo

Richard Theriot - 385 Tejas Pl., Nipomo

Donna Mills - 655 Sweet Donna Pl., Nipomo

Marian Wilson - 395 Via Promesa

Karl Wittstrom, Paso Robles

Ernest Thompson - 734 Citrus Lane, Nipomo

Brian Touey - 974 Silver Dollar, Nipomo

Mark Wilson - 395 Via Promesa, Nipomo

At 9:10 pm President Blair closed the Public Comments period.

Director Simon moved and Director Blair seconded the motion to issue an Intent-to-Serve letter for Tract 2304. Motion failed. (Vote 2-3 Yes- Directors Simon and Blair No-Directors Mendoza, Mobraaten and Kaye) Legal Counsel suggested the following: To be included in the Intent-to-Serve letter, that the Board will consider a letter from the Water Quality Control Board at a regularly scheduled meeting for its approval instead of it being an administrative process. The Board could review it and be satisfied that the determinations are made adequately that the project meets the sewer requirements. Upon motion of Director Simon and seconded by Director Mobraaten, the Board unanimously approved the Intent-to-Serve letter with the conditions as outlined.

5. INTENT-TO-SERVE - CO 98-0028 (BUCKLER)

Request for service for a 2-lot development at Sandydale & Pomeroy Rds.

Mr. Jones explained the request from Mr. Buckler for Parcel Map CO 98-0028.

During this agenda item, the following members of the public spoke:

John Snyder, 662 Eucalyptus, Nipomo

Upon motion of Director Mendoza, seconded by Director Simon, the Board unanimously approved the Intent-to-Serve letter with conditions as stated in the Board letter.

## MINUTES SUBJECT TO BOARD APPROVAL

6. RWQCB CORRESPONDENCE CSA-1F (GALAXY PARK AREA)  
Review issues of CSA-1F connecting to the District sewer system  
Mr. Jones explained the District had received correspondence concerning annexation of 12 lots into the CSA-1F. The Board directed staff to write a letter to the County Engineering Department inviting some one to come to the next Board meeting to explain the actions taken concerning this proposed annexation.
7. NEW WATER STORAGE & WATER MAINS  
Request bids to construct a one million gallon water storage tank and new water mains  
Mr. Jones explained that the Boyle Master Plan stipulates that an additional one million gallon storage tank and new water mains need to be installed. Upon motion of Director Kaye, seconded by Director Blair, the Board unanimously authorized staff to go to bid for project.
8. REPLACEMENT STUDY PROPOSALS  
Review proposals received for a water and sewer replacement study  
Mr. Jones explained the proposals received from Boyle Eng. & Cannon Associates to perform a replacement study.

During this agenda item, the following members of the public spoke:

Bruce Nybo, Branch Manager-Boyle Engineering

A Sub-Committee was formed with Directors Kaye and Mendoza to study the proposals and come back to the Board with a recommendation.

#### FINANCIAL REPORT

9. APPROVAL OF WARRANTS  
Upon motion of Director Kaye and seconded by Director Mendoza, the Board unanimously approved the Warrants presented at the March 3, 1999 Regular meeting.

#### OTHER BUSINESS

10. MANAGER'S REPORT  
Mr. Jones presented information on the following item:
  1. U S Water News articles
  2. Presented a Draft of the District Newsletter
11. DIRECTORS COMMENTS  
Director Mobraaten asked if NCSD should respond to letter to the editor.  
Director Kaye gave a report on the Chamber of Commerce meeting.

Legal Counsel, Jon Seitz, explained the need to go into Closed Session. He identified that the property to be negotiated was at the intersection of Dana-Foothill and Tefft Roads in Nipomo. The purpose of the negotiation is for terms and conditions to purchase an easement for a proposed tank site. He identified the negotiator for the District as Doug Jones and the negotiator for the Dana Estates as Attorney Dick Weldon, esq.

#### CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL (a) and (b) GC§ 54956.9 (c) GC§54956.8

- a. SMVWCD vs NCSD Case No. CV 770214
- b. NCSD vs. Shell Oil, et. al. Case No. CV 077387
- c. REAL PROPERTY NEGOTIATION, DANA ESTATE, TANK SITE

The Board came back into Open Session with no reportable action.

#### ADJOURN

President Blair adjourned the meeting at 10:08 p.m.

**MINUTES SUBJECT TO BOARD APPROVAL**

**AGENDA ITEM**

**MAR 17 1999**

**3**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

DRAFT LETTER TO  
BOARD OF SUPERVISORS

At their Regular Meeting held on March 3, 1999, your Honorable Board directed staff to write a letter to the Board of Supervisors on the proposed affordable housing. Attached is the draft letter for the Board's approval.



**NIPOMO COMMUNITY SERVICES DISTRICT**  
**148 SOUTH WILSON STREET**  
**POST OFFICE BOX 326 NIPOMO, CA 93444-0326**  
**(805) 929-1133 FAX (805) 929-1932**

March 4, 1999

The Honorable Harry L. Ovitt, Chairman  
And Members of the Board of Supervisors  
Room 370, County Government Center  
San Luis Obispo, CA 93408

**DRAFT**

SUBJECT: AFFORDABLE HOUSING

After receiving the attached flyer on affordable housing for Nipomo, the Board of Directors of the Nipomo Community Services District, scheduled a discussion item that was heard at their regular Board meeting on March 3, 1999. The Board of Directors of the District were planning to discuss this matter with staff, but at the meeting there were over 50 people in attendance. Twenty people addressed the Board concerning the affordable housing in Nipomo. After the Board had taken the public comments, they directed staff to write a letter to your Honorable Board expressing the following concerns about affordable housing in Nipomo.

- School services - the Lucia Mar School District, which serves Nipomo, stretches from the South San Luis Obispo County border to the Shell Beach area in Pismo Beach. A representative from the School District indicated that Nipomo area presently needs two additional elementary schools. This type of housing would generate 300 additional students and creates substantial impact on the schools. It was mentioned to District staff that the affordable housing project near the intersection of Orchard Rd. and Division Street takes four (4) bus loads of children every morning from that single housing project to the appropriate schools.
- High density development - Although the County General Plan indicates this area is zoned for multi-family dwellings, the density of 132 units on a ten-acre parcel seems to be quite intensive.
- Future quality of the neighborhood - A number of people spoke up about the quality of the neighborhood when this type of development comes into the community. There is presently Section 8 housing in Nipomo. The District has received a number of complaints about the noise and lack of tidiness of that particular area. A project like this should address these types of problems and have adequate on/off-site lighting.

Harry L. Ovitt, Chairman  
Board of Supervisors  
Affordable Housing  
March 5, 1999  
Page Two

DRAFT

- Public Safety - It was mentioned that there is only one sheriff's officer patrolling the South County after hours. If a problem occurred when the officer is not in the area, it was stated that a back-up would have to come from the Los Osos area. With the increased growth in Nipomo, it was suggested that a sheriff substation be developed in the community, along with reviewing County Fire/CDF requirements.
- Property taxes - It was mentioned in the newspaper that the developer will develop a non-profit organization to manage this development. This would eliminate the assessment of property taxes. This District, the County and the schools all rely on property taxes to support the services of their relative communities and functions. It is felt that this item should be reviewed closely to see what impact on services and the associated funding of these services.
- Roads - With increased density of development, the traffic at the only interchange and crossing of Hwy 101 is becoming congested again. The County should review its circulation plan to possibly construct a south-bound access to Hwy 101 at the South Frontage Road and Southland Street location.

The Board of Directors of the District are not against affordable housing. The Board and the community is concerned about the density of this project, the tax exempt status which help support the services of public entities, and the quality of life in Nipomo.

The District Board of Directors requests that when this item comes before the County and the County Planning Department that all these items are reviewed in detail with input from the community prior to proceeding and finalizing this project.

Please feel free to contact the District office at 929-1133, if you have any questions.

Very truly yours,

NIPOMO COMMUNITY SERVICES DISTRICT

Robert Blair  
President of the Board of Directors

cc: County Planning Department  
Board of Supervisors  
Peg Pinard  
A.H. Achijjian  
Shirley Bianchi  
Mike Ryan

TO: BOARD OF DIRECTORS  
 FROM: DOUG JONES  
 DATE: MARCH 17, 1999

COUNTY SERVICE AREA 1F (CSA-1F)  
 NEW GALAXY PARK

ITEM

The District has requested a representative from the County Engineering Department to bring your Honorable Board up-to-date with the possibility of CSA-1F connecting to the District's sewage collector system. Attached is a letter from Douglas Bird of San Luis Obispo County Engineering stating they have prior commitments on March 17, and will not be able to attend the meeting. They have suggested a joint staff meeting either the week of March 22 or March 29.

BACKGROUND

NCSD and the County entered into an agreement when the sewer project was first developed to take the wastewater from Galaxy Park CSA-1A into the District's sewer collector system and treating the wastewater. The agreement allows for 300 connections in the Galaxy Park area (CSA-1A).

If CSA-1F connects to the sewer system, a new agreement would need to be negotiated between the County and NCSD to include the additional services.

In renegotiating with the County, it would be staff's position that all existing lots within the Galaxy Park area be connected to the sewer collector system. This was one of the original requirements of the sewer grant. Presently, there are approx. 78 lots in Galaxy Park that are not connected to the sewer system. Ten of those 78 are volunteers (District's Sewer Capacity Fee has been paid.)

The following are NCSD Sewer Capacity Fees (\$2,370) that will need to be paid.

Galaxy Park CSA-1A	68 units x \$2,370 =	\$161,160
New Galaxy Park CSA-1F	58 units x \$2,370 =	<u>\$137,460</u>
	Sub Total	\$298,620
Six units annexed to CSA-1F		\$ 14,220
12 proposed units		<u>28,440</u>
	Total	\$341,280

RECOMMENDATION

The Board may wish to form a sub-committee to meet with District staff and representatives from the County to review the proposed connection to Nipomo Community Services District and to review the details necessary to modify the existing agreement between NCSD and the County..

**SAN LUIS OBISPO COUNTY ENGINEERING  
DEPARTMENT**

COUNTY GOVERNMENT CENTER • ROOM 207 • SAN LUIS OBISPO, CALIFORNIA 93408

**TIMOTHY P. NANSON**  
COUNTY ENGINEER  
**GLEN L. PRIDDY**  
DEPUTY COUNTY ENGINEER  
ENGINEERING SERVICES  
**NOEL KING**  
DEPUTY COUNTY ENGINEER  
ADMINISTRATION

PHONE (805) 781-5252 • FAX (805) 781-1229

ROADS  
SOLID WASTE  
FRANCHISE ADMINISTRATION  
WATER RESOURCES  
COUNTY SURVEYOR  
SPECIAL DISTRICTS

March 11, 1999

**FAX (929-1932) AND MAIL**Doug Jones, General Manager  
Nipomo Community Services District  
PO Box 326  
Nipomo CA 93444Subject: County Service Area No. 1F (New Galaxy Park)  
Discussions with NCSD

Dear Doug:

We are in receipt of your letter of March 4, 1999, to Tim Nanson, in which an invitation is extended to CSA1F District staff to attend the next NCSD Board of Directors meeting of March 17, 1999, for discussions regarding the status of connecting CSA1F to NCSD. Please be advised, per our telephone discussion of Tuesday, March 9, 1999, that the District staff who would be in attendance at your Board's meeting have prior commitments for March 17th and will not be available to attend.

In addition, after considerable review, we are approaching a point in time in which we feel it would be appropriate for CSA1F District staff to sit down with NCSD District staff to discuss the particulars regarding the proposed connection to NCSD and to determine what issues may or may not be in existence. Therefore, we suggest that you and I arrange a staff level meeting at which you and your representatives can meet with me and our District representatives prior to the next NCSD Board of Directors meeting.

Accordingly, I would suggest a meeting occur between our two staffs either the week of March 22nd or the week of March 29th which will provide us with sufficient time to prepare for a meeting with your Board of Directors on April 21, 1999.

If you have any questions regarding this letter or the request contained herein, please feel free to call me at (805) 781-5116.

Sincerely,

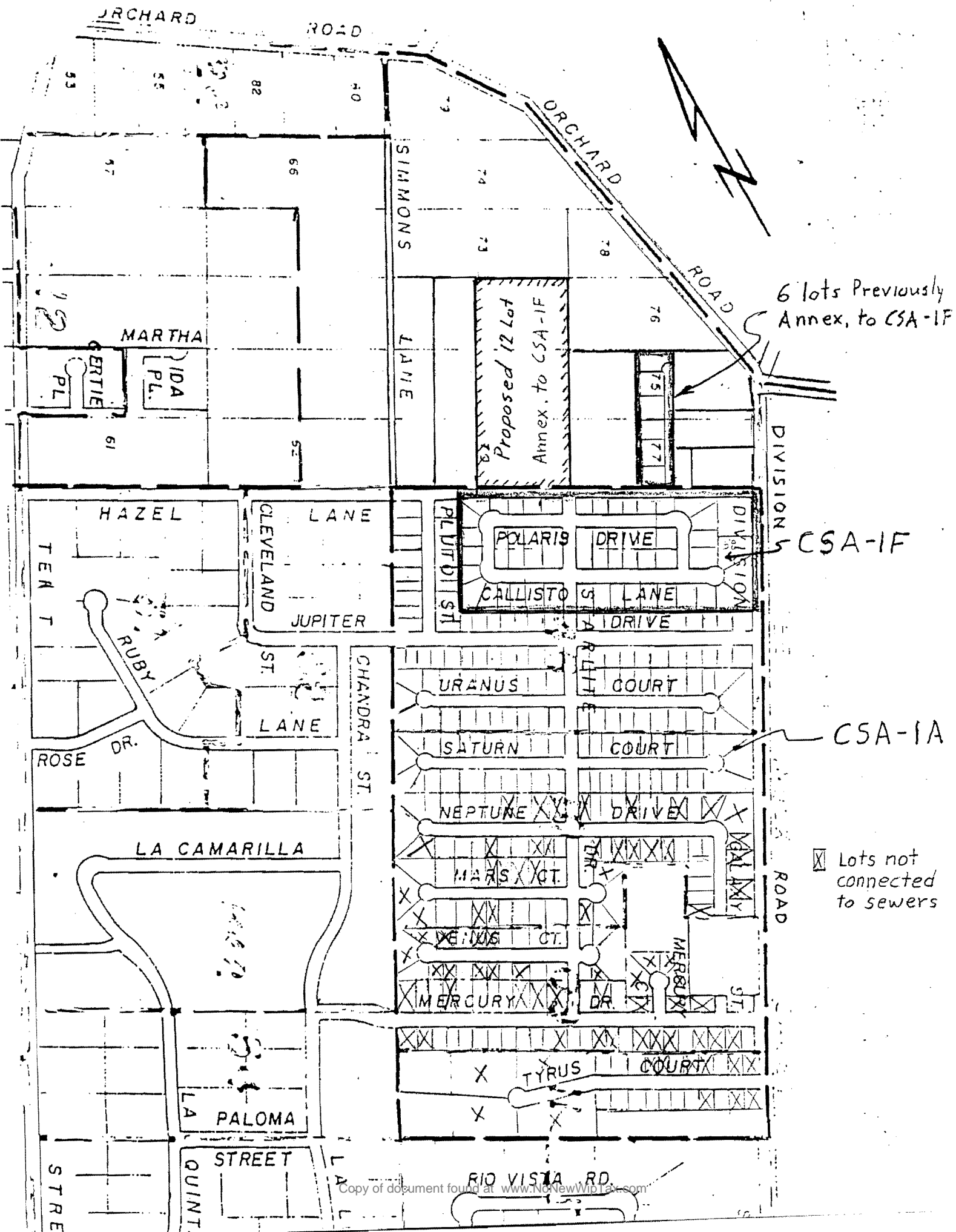


DOUGLAS G. BIRD  
Hydraulic Operations Administrator

cc: Tim Nanson, County Engineer  
Noel King, Deputy County Engineer, Administration  
Tony Boyd, Hydraulic Operations Engineer  
Paavo Ogren, Cannon & Associates  
Mark Sullivan, Engineering Administrator

File: CSA1F - New Galaxy Park

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Proposed 12 Lot Annex, to CSA-1F

6 lots Previously Annex, to CSA-1F

CSA-1F

CSA-1A

X Lots not connected to sewers

# SAN LUIS OBISPO COUNTY ENGINEERING DEPARTMENT

COUNTY GOVERNMENT CENTER • ROOM 207 • SAN LUIS OBISPO, CALIFORNIA 93408

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WATER RESOURCES  
COUNTY SURVEYOR  
SPECIAL DISTRICTS

March 3, 1999

## MEMORANDUM

TO: Katcho Achadjian, Supervisor District 4

FROM: Doug Bird, Hydraulic Operations Administrator 

VIA: Tim Nanson, County Engineer *TJN by Noel K 3/3/99*

SUBJECT: County Service Area No. 1F (New Galaxy) Connection to Nipomo Community Services District (NCSD) Sewer System

Per our discussion on February 23, 1999, the following information is provided in response to an inquiry from Mr. Bob Russ regarding connection of CSA 1F to the NCSD sewer system.

Attached is copy of the time line that was developed for this project by the consulting firm (Cannon Associates) hired by the District. Major steps in the overall process include:

1. Development of a request for proposals to hire a firm for engineering, district reorganization, financial plan, and negotiations with NCSD
2. Engineering feasibility study
3. Meetings and negotiations with NCSD
4. Review of feasibility study/reorganization study/financial plan/NCSD issues
5. Reorganization Plan implementation
6. NCSD Issues implementation
7. Financial Plan implementation
8. Design and Construction of Chosen Engineering Alternative

It is anticipated that if there are any project delays they may be associated with the completion of the engineering feasibility study, implementation of the reorganization plan, negotiation process, implementing the financial plan, and/or the design/construction phase. As with any project of this size and nature, there are a wide variety of variables that may cause unanticipated delays in the process.

As we also discussed, in order for Mr. Sauer's tract to be developed to its full potential, there are three major hurdles to be crossed: 1) The tract has to be annexed to CSA 1F through the normal annexation process 2) connection of more than six lots to the District (and subsequently to NCSD sewer) must be approved by the Regional Water Quality Control Board (RWQCB) and, 3) the additional lots would also have to be approved by NCSD as CSA 1 sewage treated by NCSD is done so via an interagency agreement. The RWQCB staff have indicated to the District that the subject project achieve all planning and interagency approvals through Task 36 (Implementation of Financial Plan) prior to allowing additional lots to be connected. In the past, NCSD has indicated that it is unwilling to allow connection of additional lots unless NCSD controls the water service to the proposed lots (which they do not in this case as water is provided by Cal Cities Water).

District staff have previously indicated to Mr. Sauer that while the District is more than willing to allow connection of Mr. Sauer's fully developed tract (ie 26 lots) to CSA 1F, that will not be possible without the approval of both the RWQCB and NCSD.

#### Attachment

cc: Tim Nanson, County Engineer  
Noel King, Deputy County Engineer - Administration  
Tony Boyd, Hydraulic Operations Engineer  
Doug Jones, General Manager, Nipomo Community Services District

File: Districts/CSA1F - Correspondence

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Task Name	Start	End	Duration	Dependencies
1. Review Approval of RPOVCO on implementation	1998-01-01	1998-01-01	0 days	
2. Board of Supervisors approve to proceed	1998-01-01	1998-01-01	0 days	
3. Develop RFP for engineering, design, construction, financial plan and negotiations with MCSO	1998-01-01	1998-01-15	15 days	
4. Prepare RFP	1998-01-01	1998-01-01	0 days	
5. Obtain Board approval of RFP invitation RFP and obtain program	1998-01-01	1998-01-01	0 days	
6. Review proposals, interview consultants and award	1998-01-01	1998-01-01	0 days	
7. Negotiate and prepare consultant contract	1998-01-01	1998-01-01	0 days	
8. Prepare agency package for Board of Supervisors	1998-01-01	1998-01-01	0 days	
9. Engineering feasibility study	1998-01-01	1998-01-15	15 days	
10. Prepare engineering feasibility study of proposed alternatives (1A and 1F)	1998-01-01	1998-01-15	15 days	
11. Investigate property acquisition rights for CSA 1F property	1998-01-01	1998-01-15	15 days	
12. Research government regulations alternatives and develop recommendations	1998-01-01	1998-01-15	15 days	
13. Analyze financing alternatives and prepare financial recommendations	1998-01-01	1998-01-15	15 days	
14. Meetings and Negotiations with MCSO	1998-01-01	1998-01-15	15 days	
15. Letter of intent in obtaining license for CSA 1F and resolution to CSA 1F laws, complete MCSO Board	1998-01-01	1998-01-01	0 days	
16. Identify necessary state regulatory solutions and establish timeline for completion of all proposals	1998-01-01	1998-01-15	15 days	
17. Review engineering feasibility study/ financial plan MCSO issues (regulation study) financial plan MCSO issues	1998-01-01	1998-01-15	15 days	
18. Review studies with County Staff and Board Members - develop detailed implementation schedule	1998-01-01	1998-01-01	0 days	
19. Town Hall meeting with County and District representatives	1998-01-01	1998-01-01	0 days	
20. Meeting with MCSO directors	1998-01-01	1998-01-01	0 days	
21. Board of Supervisors approve to implement project	1998-01-01	1998-01-01	0 days	
22. Implementation of District Reorganization plan	1998-01-01	1998-01-15	15 days	
23. Prepare LAFCo application	1998-01-01	1998-01-01	0 days	
24. Report to LAFCo	1998-01-01	1998-01-01	0 days	
25. Obtain LAFCo authorization	1998-01-01	1998-01-01	0 days	
26. Modify District rules and regulations	1998-01-01	1998-01-01	0 days	
27. Obtain Board of Supervisors approval of District Reorganization of transfer to MCSO	1998-01-01	1998-01-01	0 days	
28. Prepare District applications with State Board of Education	1998-01-01	1998-01-01	0 days	
29. Implementation of MCSO issues	1998-01-01	1998-01-15	15 days	
30. Develop contract agreements with MCSO, or plan for transfer of services	1998-01-01	1998-01-15	15 days	
31. Conduct MCSO Public Hearing	1998-01-01	1998-01-01	0 days	
32. If needed, conduct County Public Hearing	1998-01-01	1998-01-01	0 days	
33. Implementation of Financial Plan	1998-01-01	1998-01-15	15 days	
34. Modify management plan and complete the process	1998-01-01	1998-01-01	0 days	
35. Prepare loan resolution and obtain board financing	1998-01-01	1998-01-01	0 days	
36. Obtain Board of Supervisors approval to implement District Reorganization	1998-01-01	1998-01-01	0 days	
37. Design and Construction of chosen Engineering Alternative	1998-01-01	1998-01-15	15 days	
38. Actions consistent to prepare plans and specifications for project	1998-01-01	1998-01-15	15 days	
39. Prepare plans and specifications	1998-01-01	1998-01-15	15 days	
40. Prepare Bid Package for solicitation of CSA 1A and 1F	1998-01-01	1998-01-01	0 days	
41. Advise for construction of CSA 1A and 1F	1998-01-01	1998-01-01	0 days	
42. Review bids and award contract; process contract for services	1998-01-01	1998-01-01	0 days	
43. Contract improvements to CSA 1F in need condition	1998-01-01	1998-01-01	0 days	
44. Correct Issues as needed	1998-01-01	1998-01-01	0 days	

## SLO CO CSA-1F PROPOSAL FOR SEWER SERVICE BY NCSD

### SOME ISSUES

- NCS D Sewer Plant Capacity
  - Servicing CSA - 1F may encumber future District's capacity needs.
- Physical Connections
  - CSA-1F to CSA-1 (How connected?)
  - CSA-1 to NCS D (Lift Station and line capacity?)
  - Elimination of NCS D Nipomo Palms Lift Station?
    - Connect CSA -1 force main at Orchard and Division reduces pumping head for CSA -1 lift station.
- Installation of Water Saving Devices
  - Retrofitting equivalents that have or will annex to CSA-1F. (Similar to District policy)
  - Retrofitting all of CSA-1
- Payment of District Sewer Capacity and Other Fees
  - Presently \$2,370, July 1, 2001 will be \$2,500
  - County billed monthly for User Fees (The County collects fees on tax roll)
  - Lift Station Fee - \$500/unit (if any flow goes to a NCS D lift station)
- Maintenance of CSA-1 System
  - Address Hydrogen Sulfide problem (H<sub>2</sub>S)
  - SLO County to have their own stand-by generator (presently requests NCS D's during power outages)
- CONNECTION OF ON-SITE DISPOSAL SYSTEMS IN CSA-1
  - Connect all systems presently not connected to the sewer system.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

**AGENDA ITEM**  
MAR 17 1999

5

INTENT-TO-SERVE  
TRACT 2304 (WITTSTROM)

At the Regular Meeting of March 3, 1999, your Honorable Board reviewed a request from the developer, Karl Wittstrom, for an Intent-to-Serve letter for Tract 2304, a 46-acre cluster subdivision. The Board tabled this matter until clarification from the Regional Water Quality Control Board with respect to their policy of having one-half acre lots on the mesa.

Attached is correspondence from Jay Johnson, San Luis Obispo County Planner, with respect to the subject item with the County's policy on this development. Also, included are a memo and a letter from Michael LeBrun, Regional Water Quality Control Board. Mr. Jay Johnson and Mr. LeBrun have been invited to the meeting to answer any questions that your Honorable Board may have.

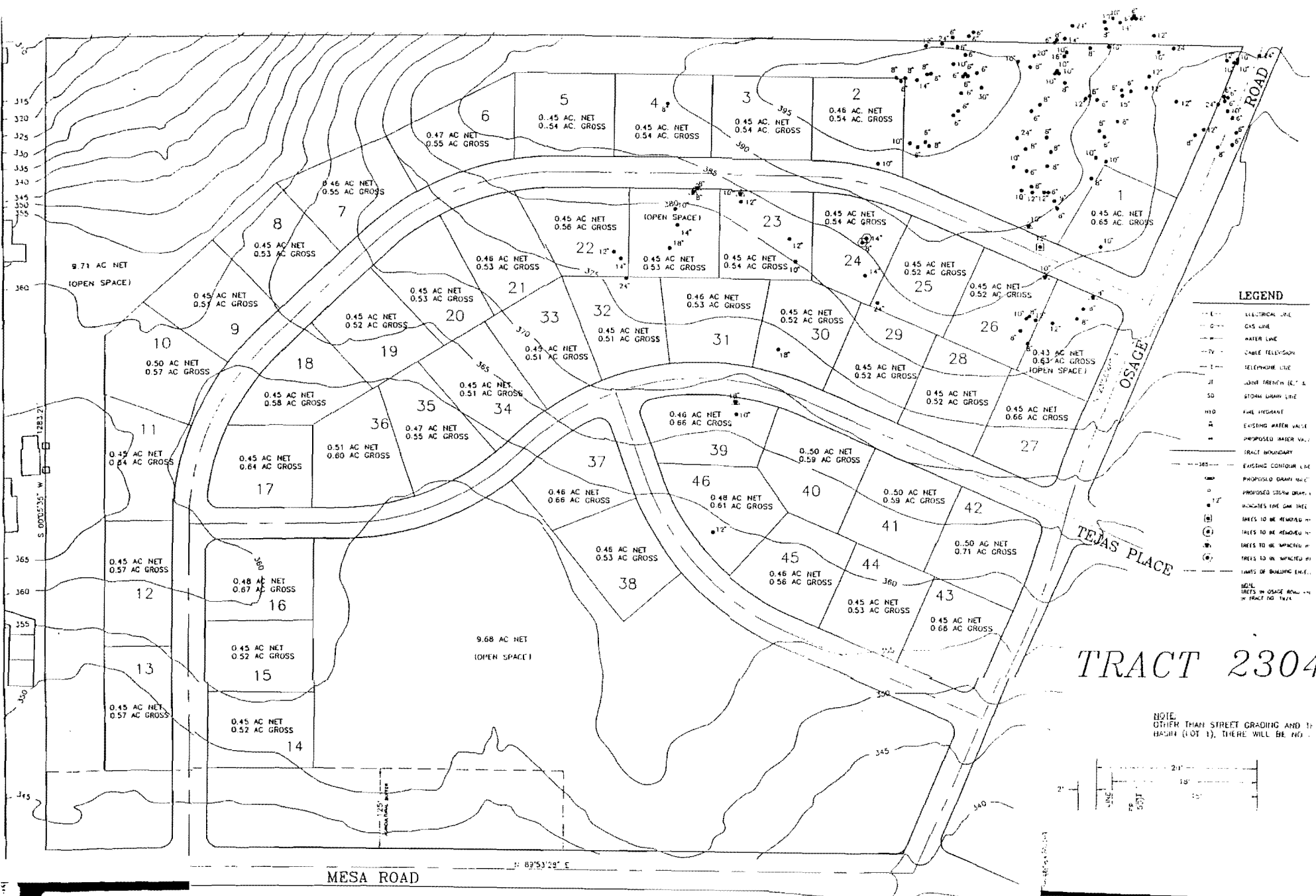
Mr. Wittstrom has also provided the District with the results of the percolation tests (copy attached).

After your Honorable Board has reviewed this item and have had any questions answered by the County and Regional Quality Control Board, they may wish to proceed to issue an Intent-to-Serve letter with the following items to be completed before a final Will-Serve letter is to be issued.

1. Enter into the District's Plan, Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans to the District for approval showing appropriate looping and be prepared in accordance with the District's Standards and Specifications.
3. Pay all appropriate District water and other fees that may be associated with this development.
4. Place a 3/4 inch conduit between the meter and the phone jack on the house for future automatic meter reading.
5. Submit the following:
  - 1) Reproducible as-builts
  - 2) Offer of Dedication
  - 3) Engineer's Certification
  - 4) Summary of costs of water improvements
6. The District to review the installation of street lighting and the creation of a maintenance District for street lights for this project.

After your Honorable Board has taken public comment, they may wish to proceed with a motion on this matter.

C:\W:Board 99\Intent-tr2304-march 17.00C

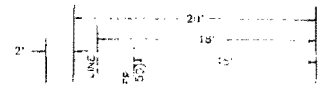


**LEGEND**

- E--- ELECTRICAL LINE
- G--- GAS LINE
- W--- WATER LINE
- TV--- CABLE TELEVISION
- T--- TELEPHONE LINE
- J--- JOINT TRENCH (E, G, W, TV)
- SD--- STORM DRAIN LINE
- HD--- FIRE HYDRANT
- M--- EXISTING WATER VALVE
- P--- PROPOSED WATER VALVE
- B--- TRACT BOUNDARY
- 365--- EXISTING CONTOUR LINE
- 360--- PROPOSED DRAINAGE
- 360--- PROPOSED STREAM DRAINAGE
- T--- INDICATES THE TREE
- (X)--- TREES TO BE REMOVED
- (O)--- TREES TO BE MAINTAINED
- (W)--- TREES TO BE IMPACTED BY LIMITS OF BUILDING ENCL.
- (S)--- TREES IN OSAGE ROAD IN TRACT NO. 1924

**TRACT 2304**

NOTE:  
OTHER THAN STREET GRADING AND 1:  
BASIN (LOT 1), THERE WILL BE NO





SAN LUIS OBISPO COUNTY  
DEPARTMENT OF PLANNING AND BUILDING

ALEX HINDS  
DIRECTOR

BRYCE TINGLE  
ASSISTANT DIRECTOR

ELLEN CARROLL  
ENVIRONMENTAL COORDINATOR

BARNEY MCCAY  
CHIEF BUILDING OFFICIAL

PATRICK BRUN  
ADMINISTRATIVE SERVICES OFFICER

DATE: March 4, 1999

TO: Michael LeBrun, Regional Water Quality Control Board FAX: 543-0397

FROM: Jay Johnson, Associate Planner *Jay Johnson* 781-4573, FAX: 781-1242

SUBJECT: Tract 2304 - Wittstrom

Based on your conversation with Karl Wittstrom it appears his cluster division at an overall density of one acre is consistent with the Basin Plan, provided the open space stays in open space. The County's Land Use Ordinance requires the open space to be guaranteed as long as the cluster lots exist. The county requires the guarantee to be in the form of an open space easement. The open space easement shall run with the land and be in perpetuity. Please contact myself at 781-4573 or Bill Roalman at 781-5009, if you have any questions.

c: Bill Roalman, Environmental Specialist  
Karl Wittstrom, Applicant



# California Regional Water Quality Control Board

## Central Coast Region



Winston H. Hickox  
Secretary for  
Environmental  
Protection

Internet Address: <http://www.swrcb.ca.gov>  
81 Higuera Street, Suite 200, San Luis Obispo, California 93401-5427  
Phone (805) 549-3147 • FAX (805) 543-0397

Gray Davis  
Governor

March 10, 1999

Karl F. Wittstrom  
Black Lake Ranch Estates  
P. O. Box 1655  
Paso Robles, CA 93447

Dear Mr. Wittstrom:

**RE: TRACT 2304, NIPOMO; MINIMUM LOT SIZE OF SEPTIC SYSTEM USE**

We understand you intend to develop a 46-acre parcel of land in Nipomo, formally Tract 2304. Your development plan calls for "clustering" 46 dwellings on approximately 23 acres (1/2-acre lot size) of the tract and designating the remaining land as open space.

Our agency requires a minimum one-acre lot per dwelling for the use of individual septic systems. However, cluster development as you have outlined does meet the septic loading intent of our requirement. Our main concern is that the open space element of your project is protected in perpetuity.

We understand an open space easement is required as part of your approval by the San Luis Obispo County Planning Department, and as long as this easement is exercised, we have no objection to your proposed development.

If you have questions, please call **Michael LeBrun at (805) 542-4645.**

Sincerely,

for  
Roger W. Briggs  
Executive Officer

msl: Wittstrom1

cc:  
Jay Johnson, Associate Planner  
SLO County Planning  
County Government Center  
San Luis Obispo, CA 93408

File: msl  
Code: 121-01

**California Environmental Protection Agency**



# California Regional Water Quality Control Board

## Central Coast Region

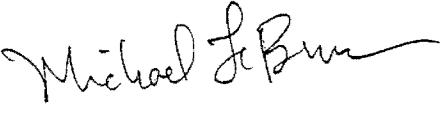
81 Higuera Street, Suite 200, San Luis Obispo, California 93401-5427  
Phone (805) 549-3147 • FAX (805) 543-0397



Gray Davis  
Governor

Winston H. Hickox  
Secretary for  
Environmental  
Protection

**TO:** Jay Johnson, Associate Planner  
San Luis Obispo County Planning Department

**FROM:** Michael LeBrun, P. E.   
CENTRAL COAST REGIONAL WATER QUALITY CONTROL BOARD

**DATE:** March 4, 1999

**SUBJECT:** CLUSTER DIVISIONS

In reference to your attached memo:

We have no objection to the statements made regarding cluster divisions. In answer to your question (by telephone communication) regarding slope of disposal areas, the Basin Plan states that the ground slope of the disposal area (leach field) shall not exceed 20 percent.

# NIPOMO COMMUNITY SERVICES DISTRICT

P O BOX 326 NIPOMO, CA 93444

(805) 929-1133 FAX (805) 929-1932

January 20, 1999

Karl Wittstrom  
Black Lake Ranch Estates  
P O Box 1655  
Paso Robles, CA 93447

SUBJECT: TRACT 2304 (WITTSTROM - BLACK LAKE RANCH ESTATES)  
INTENT TO SERVE  
39 LOTS (CORRECTION OF LETTER DATED AUGUST 20, 1998)

At their Regular Meeting on August 19, 1998 the Board of Directors of the Nipomo Community Services District considered your request for water and sewer service for Tract 2304. The Intent-to-Serve for 39 lots was granted subject to the following conditions:

1. Enter into the District's Plan, Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans to the District for approval showing appropriate looping and be prepared in accordance with the District's Standards and Specifications.
3. Pay all appropriate District water and other fees that may be associated with this development.
4. Place a 3/4 inch conduit between the meter and the phone jack on the house for future automatic meter reading.
5. The Will-Serve letter to be issued after additional well production is on line.
6. Submit the following:
  - 1) Reproducible as-builts
  - 2) Offer of Dedication
  - 3) Engineer's Certification
  - 4) Summary of costs of water & sewer improvements

**A ONE YEAR EXPIRATION DATE IS IN EFFECT**





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

COPY

4378 Santa Fe Road  
San Luis Obispo, CA 93401-8116  
(805) 544-3276 • FAX (805) 544-1786  
E-mail: [esc@earthsys.com](mailto:esc@earthsys.com)

March 9, 1999

FILE NO.: NGS11282-01

Mr. Karl Wittstrom  
P.O. Box 1655  
Paso Robles, CA 93447-1655

PROJECT: TRACT 2304, OSAGE ROAD  
NIPOMO AREA OF  
SAN LUIS OBISPO COUNTY, CALIFORNIA

SUBJECT: Report of Percolation Testing

REF: Soils Engineering report, Proposed Tract 1924, Osage Street, Nipomo,  
California, dated April 26, 1994 (File No. NGS09076-01)

Dear Mr. Wittstrom:

The above-referenced report included the results of percolation tests for the site, which was then known as Tract 1924. Since the time of that report, the northern half (approximately) of the property was designated as Tract 1924, and it was split from the southern half for development purposes. Currently, the southern half of the site is known as Tract 2304.

For your use in the development process, the percolation test results for Tract 2304 (which were originally presented in the above-referenced report) are presented below. The locations of the tests and exploratory borings are indicated on the attached Boring Location Map, which also shows the currently proposed plan for the site. Also attached are copies of the logs for the five exploratory borings.



Mr. Karl Wittstrom

2

March 9, 1999

The percolation test results previously presented are as follows:

<u>Location</u>	<u>Boring Depth (ft)</u>	<u>Percolation Rate (min./inch)</u>
Boring #2	14.9	<1
A	4.9	1
B	4.8	3
C	5.3	3
Boring #5	14.9	<1
D	5.3	3
E	5.0	4
F	5.2	8

As we discussed in our recent meeting, these rates are indicative of very rapid percolation which would correspond to the maximum allowable loading rate for leachfields of 0.8 g.p.d./square foot, per current San Luis Obispo County Standards. Our borings and the test results also indicate very uniform soil conditions throughout the tract.

If there are any questions concerning this matter, please do not hesitate to contact this office.

Sincerely,

Earth Systems Consultants Northern California

  
Fred J. Potthast, G.E.  
No. GE 2369  
Exp. 03/31/00  
Attachments: Boring Location Map  
Boring Logs 1 through 5  
Doc. No. 9903-074-LTR





# EARTH SYSTEMS CONSULTANTS

Northern California, Pacific Geoscience Division

## Boring No. 1

LOGGED BY: Dave Burns

DRILL RIG: Mobile B-53

AUGER TYPE: 8" Hollow Stem

PAGE 1 of 1

JOB NO.: NGS09076-01

DATE: 3/28/94

DEPTH (in feet)	USCS CLASS	SYMBOL	Tract 1924 Osage Street Nipomo, California	SAMPLE DATA				
				INTERVAL	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
			SOIL DESCRIPTION					
0			Moist, loose, brown Poorly Graded SAND, fine to medium grained	0.0-3.0	○			3/4/6
1								
2				2.0-3.5	■			
3			Medium dense, light brown	5.0-6.5	■			8/12/18
4								
5								
6				10.0-11.5	●			7/10/11
7			END OF BORING @ 11.5'. No subsurface water encountered.					
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

Note: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# EARTH SYSTEMS CONSULTANTS

Northern California, Pacific Geoscience Division

## Boring No. 2

LOGGED BY: Dave Burns  
 DRILL RIG: Mobile B-53  
 AUGER TYPE: 8" Hollow Stem

PAGE 1 of 1  
 JOB NO.: NGS09076-01  
 DATE: 3/28/94

DEPTH (in feet)	USCS CLASS	SYMBOL	SAMPLE DATA				
			INTERVAL	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
<b>Tract 1924            Osage Street            Nipomo, California</b>							
<b>SOIL DESCRIPTION</b>							
0							
1			Moist, loose, brown Poorly Graded SAND, fine to medium grained				
2							
3							
4			Medium dense				
5							
6							
7							
8			Light brown				
9							
10							
11							
12							
13							
14							
15		END OF BORING @ 15'. No subsurface water encountered.					
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							

LEGEND: Ring Sample Grab Sample Shelby Tube Sample SPT

Note: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# EARTH SYSTEMS CONSULTANTS

Northern California, Pacific Geoscience Division

## Boring No. 3

LOGGED BY: Dave Burns  
 DRILL RIG: Mobile B-53  
 AUGER TYPE: 8" Hollow Stem

PAGE 1 of 1  
 JOB NO.: NGS09076-01  
 DATE: 3/28/94

DEPTH (in feet)	USCS CLASS	SYMBOL	Tract 1924 Osage Street Nipomo, California					
			SOIL DESCRIPTION	INTERVAL	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
0			Moist, loose, brown Poorly Graded SAND, fine to medium grained					
1								
2								
3								
4								
5			Medium dense, light brown	5.0-6.5	■			5/10/11
6								
7								
8								
9								
10			Moist	10.0-11.5	■			10/17/19
11								
12								
13								
14								
15								
16				15.0-16.5	●			5/10/11
17								
18								
19								
20								
21			Dense	20.0-21.5	●			12/20/22
22			END OF BORING @ 21.5'. No subsurface water encountered.					
23								
24								
25								

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

Note: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# EARTH SYSTEMS CONSULTANTS

Northern California, Pacific Geoscience Division

## Boring No. 4

LOGGED BY: Dave Burns  
 DRILL RIG: Mobile B-53  
 AUGER TYPE: 8" Hollow Stem

PAGE 1 of 1  
 JOB NO.: NGS09076-01  
 DATE: 3/28/94

DEPTH (in feet)	USCS CLASS	SYMBOL	Tract 1924 Osage Street Nipomo, California						
			SOIL DESCRIPTION		INTERVAL	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.
0			Moist, loose, brown Poorly Graded SAND, fine to medium grained						
1									
2									
3					2.0-3.5	■			1/3/8
4									
5			Medium dense						
6					5.0-6.5	■			19/17/24
7									
8									
9			Moist, light brown						
10									
11					10.0-11.5	●			6/7/11
12			END OF BORING @ 11.5'. No subsurface water encountered.						
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

Note: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.



# EARTH SYSTEMS CONSULTANTS

Northern California, Pacific Geoscience Division

## Boring No. 5

LOGGED BY: Dave Burns

DRILL RIG: Mobile B-53

AUGER TYPE: 8" Hollow Stem

PAGE 1 of 1

JOB NO.: NGS09076-01

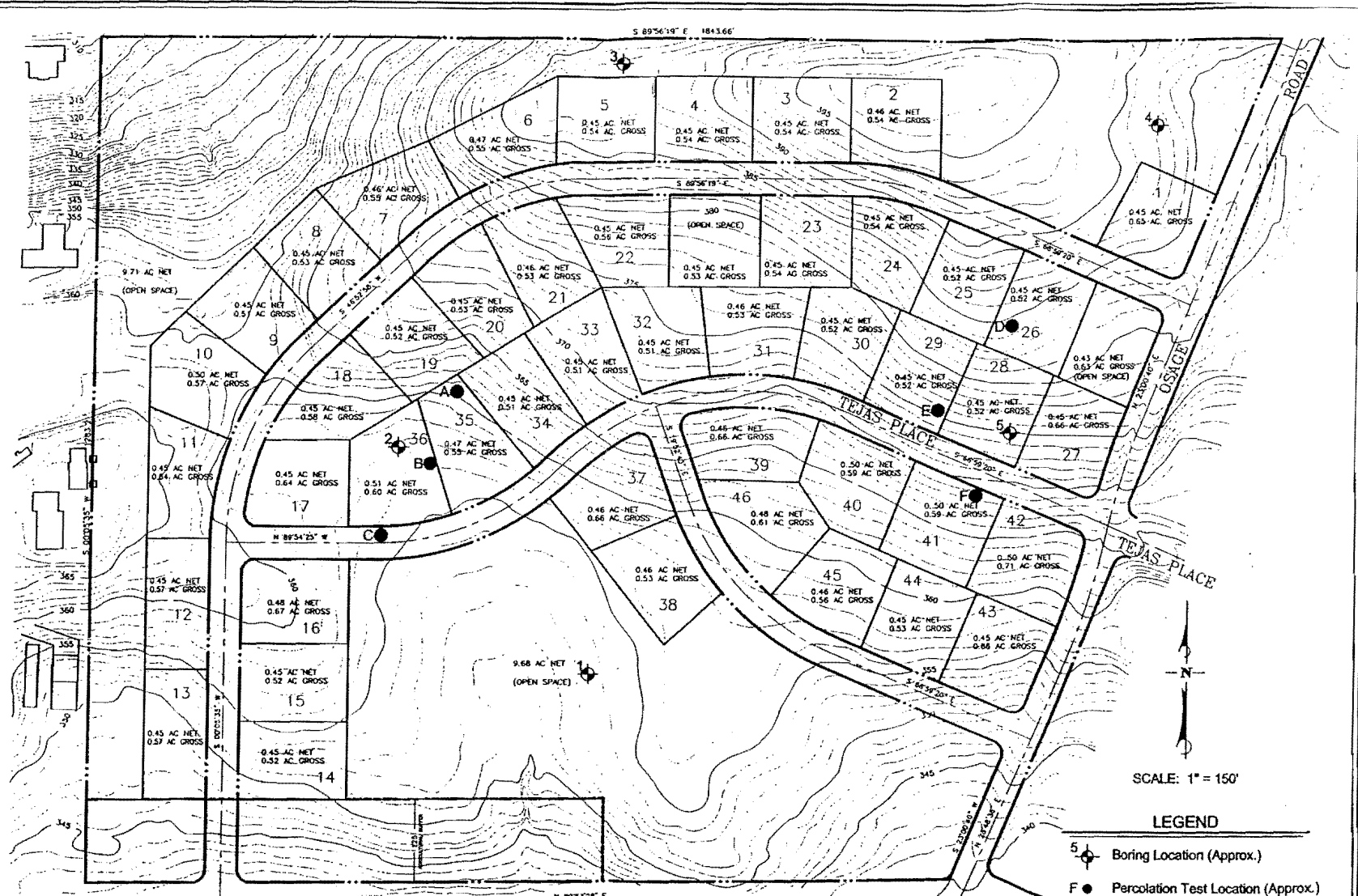
DATE: 3/28/94

DEPTH (in feet)	USCS CLASS	SYMBOL	Tract 1924 Osage Street Nipomo, California					
			INTERVAL	SAMPLE TYPE	DRY DENSITY (pcf)	MOISTURE (%)	BLOWS PER 6 IN.	
			<b>SOIL DESCRIPTION</b>					
0								
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

LEGEND: ■ Ring Sample ○ Grab Sample □ Shelby Tube Sample ● SPT

Note: This log of subsurface conditions is a simplification of actual conditions encountered. It applies at the location and time of drilling. Subsurface conditions may differ at other locations and times.





# BORING LOCATION MAP

**TRACT 2304**  
Osage Road  
Nipomo, California



**Earth Systems Consultants**  
Northern California  
March 9, 1999

4378 Santa Fe Road, San Luis Obispo, CA 93401  
www.earthsys.com (805) 544-3276 (805) 544-1786 FAX  
EC NGS11282-01

030958182304.boring.dwg

MAR 17 1999

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

REPLACEMENT STUDY PROPOSALS

At the Board meeting held on March 3, 1999, your Honorable Board selected a sub-committee consisting of Director Kaye and Director Mendoza. They reviewed the two proposals received by Cannon Associates and Boyle Engineering to perform the Water and Sewer Replacement Study. After the Sub-Committee reviewed the proposals, their recommendation is to hire Boyle Engineering Corporation. The attached agreement has been prepared for execution by Boyle Engineering and the District.

After approval by the Board, it is recommended that the Board President be authorized to execute the agreement after it has been signed by Boyle Engineering.

C:\W:\Bd99\Boyle.DOC

ENGINEERING CORPORATION

**BOYLE**

February 23, 1999



Water and Sewer Replacement Study

for

Proposal for Engineering Services



Nipomo Community Services District

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**P O BOX 326**  
**NIPOMO, CA 93444**

**CONSULTANT SERVICES AGREEMENT**  
**BOYLE ENGINEERING**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 1999, by and between the NIPOMO COMMUNITY SERVICES DISTRICT (hereinafter referred to as "DISTRICT"), and Boyle Engineering (hereinafter referred to as "CONSULTANT").

**WITNESSETH**

WHEREAS, **DISTRICT** desires to retain a qualified engineering firm to provide services to prepare a Replacement Study for District's two existing water and sewer collection and treatment disposal systems; and

WHEREAS, **DISTRICT** desires to engage **CONSULTANT** to provide services by reason of its qualifications and experience in performing such services, and **CONSULTANT** has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **CONTRACT COORDINATION**

(a) **DISTRICT**. The General Manager shall be the **Contract Manager** of the **DISTRICT** for all purposes under this Agreement.

(b) **CONSULTANT**. L. Bruce Nybo shall have the responsibility for the progress and execution of this Agreement for **CONSULTANT**.

2. **DUTIES OF CONSULTANT**

(a) **Services to be furnished**. **CONSULTANT** shall provide all services as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

**NCSD AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

(b) Laws to be observed. **CONSULTANT** shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONSULTANT** under this Agreement;

(2) Keep itself fully informed of all federal, state and local laws, ordinances, regulations, orders and decrees existing on the date of this Agreement which are applicable to the duties of the **CONSULTANT** under this Agreement, any materials used in **CONSULTANT's** performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Promptly report to the **DISTRICT's** Contract Manager, in writing, any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

(c) Release of reports and information. Any video tape, computer models, plans, specifications, reports, information, data or other material given to, or prepared or assembled by, **CONSULTANT** under this Agreement shall be the property of **DISTRICT** and shall not be made available to any individual or organization by **CONSULTANT** without the prior written approval of the **DISTRICT's** Contract Manager.

(d) Copies of video tapes, reports, data and information. If **DISTRICT** requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **DISTRICT** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT's** direct expense.

**NCSD AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

(e) **Qualifications of CONSULTANT.** **CONSULTANT** represents that it is qualified to furnish the services described under this Agreement.

3. **COMPENSATION**

(a) The **CONSULTANT** will be paid for services provided to the **DISTRICT** in accordance with the schedule set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(b) Payments are due within 60 days of receipt of invoices. Invoices shall reflect the task to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each task.

(c) The contract budget, as stated in Exhibit "B" shall not be exceeded without the written authorization of the **DISTRICT**.

(d) Payment to **CONSULTANT** shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the services as stated in Exhibit "A".

(e) Interest at 8 percent per annum (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 60 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.

4. **SCHEDULE**

**CONSULTANT** shall complete the services that are the subject of this Agreement within 180 CALENDAR DAYS OF District's authorization to proceed. **CONSULTANT** shall not be responsible for delays which are due to causes beyond **CONSULTANT**'s reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. The **CONSULTANT** is to notify the District promptly in writing of such delays.

5. TEMPORARY SUSPENSION

The **DISTRICT's** Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the **CONSULTANT** to perform any provision of this Agreement. **CONSULTANT** will be paid for services performed through the date of temporary suspension. In the event that **CONSULTANT's** services hereunder are delayed for a period in excess of six (6) months due to causes beyond **CONSULTANT's** reasonable control, **CONSULTANT's** compensation shall be subject to renegotiation.

6. SUSPENSION; TERMINATION

(a) Right to suspend or terminate. The **DISTRICT** retains the right to terminate this Agreement for any reason by notifying **CONSULTANT** in writing seven (7) days prior to termination and by paying **CONSULTANT** for services performed through date of termination; provided, however, if this Agreement is terminated for fault of **CONSULTANT**, **DISTRICT** shall be obligated to compensate **CONSULTANT** only for that portion of **CONSULTANT** services which are of benefit to **DISTRICT**. Said compensation is to be arrived at by mutual Agreement pursuant to the provisions of paragraph 19(a).

(b) Return of materials. Upon such termination, **CONSULTANT** shall turn over to the **DISTRICT** immediately any and all copies of videotapes, studies, sketches, drawings, mylars, computations, computer models and other data, whether or not completed, prepared by **CONSULTANT**, and for which **CONSULTANT** has received reasonable compensation, or given to **CONSULTANT** in connection with this Agreement. Such materials shall become the permanent property of **DISTRICT**. **CONSULTANT**, however, shall not be liable for **DISTRICT's** use of incomplete materials or for **DISTRICT's** use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

7. INSPECTION

**CONSULTANT** shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials

**NCSD AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

furnished, if any, shall be subject to the **DISTRICT's** Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

8. **INDEPENDENT CONTRACTOR**

The services performed under this Agreement are to be performed by the **CONSULTANT** as an independent contractor.

9. **ASSIGNMENT OF CONTRACT**

Neither party shall assign this Agreement or any portion of the work, other than as designated herein, without the prior written approval of the other party.

10. **NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

**NIPOMO COMMUNITY SERVICES DISTRICT**

Doug Jones  
P. O. Box 326  
Nipomo, CA 93444

**CONSULTANT:**

Boyle Engineering, Inc.  
973 Higuera Street, Suite C  
San Luis Obispo, CA 93401

11. **INTEREST OF CONSULTANT**

**CONSULTANT** covenants that it presently has no known interest, and shall not knowingly acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such a known interest shall be employed. **CONSULTANT** certifies that no one who has or will have



**NCSD AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

any known financial interest under this Agreement is an officer or employee of **DISTRICT**. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **DISTRICT**. **CONSULTANT** shall be responsible in full for payment of its employees, including insurance, and deductions.

12. **INDEMNITY**

**CONSULTANT** agrees to defend, indemnify and hold harmless the **DISTRICT**, its employees, managers, agents and directors from any and all liability, claims, losses, damages or expenses (including attorney's fees and costs) arising out of performance of this contract, excepting those arising out of the sole negligence of the **DISTRICT**.

13. **INSURANCE**

(a) The **CONSULTANT** shall maintain worker's compensation insurance to statutory limits, in compliance with state and federal statutes.

(b) The **CONSULTANT** shall maintain comprehensive general liability and automobile liability insurance protecting it against claims arising from bodily or personal injury or damage to property, including loss of use thereof, resulting from operations of **CONSULTANT** pursuant to this Agreement or from the use of automobiles and equipment of the **CONSULTANT**. The amount of this insurance shall not be less than \$1 million combined single limit. The **DISTRICT**, its employees, officers, General Manager and directors, shall be listed as additional insureds.

(c) The **CONSULTANT** shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of **CONSULTANT** pursuant to this Agreement, in the amount of not less than \$1 million combined single limit.

(d) **CONSULTANT** shall provide client with the following prior to commencement of work under this Agreement:

**NCSD AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

1. Proof of workman's compensation insurance and professional liability 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.
3. Proof of errors and omission insurance.

14. **AGREEMENT BINDING**

The terms, covenants and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

15. **WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

16. **LAW GOVERNING AND VENUE**

This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be the venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

17. **COSTS AND ATTORNEY'S FEES**

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

18. **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between **DISTRICT** and **CONSULTANT** and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both **DISTRICT** and **CONSULTANT**. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

19. **MISCELLANEOUS PROVISIONS**

(a) The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify in detail the facts of the dispute. Within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mediation firm mutually selected by the parties. If the parties are unable to agree upon a mediation firm within said ten (10) day period, the matter shall be submitted to a mediation firm to be agreed upon by both parties. The Mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall be non-binding on the parties but shall be intended to help resolve the dispute. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, then an independent arbitrator is to be appointed by mutual agreement and his decision shall be non-binding on the parties.

**NCSD AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

(b) In the performance of its professional services, **CONSULTANT** will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, expressed or implied are made or intended in any of **CONSULTANT's** proposals, contracts or reports.

(c) Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this agreement are declared to be severable.

(d) Whenever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

IN WITNESS WHEREOF, **DISTRICT** and **CONSULTANT** have executed this Agreement the day and year first above written.

**CONSULTANT**

\_\_\_\_\_  
By L. Bruce Nybo  
Branch Manager

\_\_\_\_\_  
**DISTRICT**

By: Robert Blair, President  
Board of Directors

Date \_\_\_\_\_

EXHIBIT "A"

## Scope of Services

Task	Description
100	PROJECT KICK-OFF
110	<b>Kickoff Meeting</b>  Meet with District for a kick-off meeting to discuss work scope, products and schedule. Also, propose discussion of evaluation's criteria. Criteria is expected to include determination of useful life, age of components, sources of information for replacement costs, assumed interest and inflation rates. At the meeting, receive the following:  a) Inventory of existing facilities for water and sewer for Town and Black Lake Divisions.  b) Cost breakdowns for recent District projects.  c) Last three years budgets for water and sewer enterprise funds.  d) Fund balances for water and sewer, in terms of capital and operating accounts.  e) Rate/fee ordinances/resolutions.  f) Water and sewer atlas sheets or system maps.  g) Past pertinent master plans, reports and correspondence.
120	<b>Meet with Maintenance Personnel</b>  Meet with maintenance personnel to discuss systems operations including maintenance. Receive the following:  a) Maintenance records, including line breaks, booster station and chlorine station maintenance.  b) Reservoir coatings records.  c) Sewer television inspection report, if available.  d) Discussion of problem areas.

## **200 ANALYSIS OF USEFUL / REMAINING LIFE / COSTS**

### **210 Field Inspection (Water)**

Field inspect reservoirs and pump stations of the Town Division and Black Lake systems. The purpose is to gain a sense of overall condition. It is not intended as a detailed inspection and as such reservoirs will not be entered, for example. It is assumed that this can be done within 6 hours. Provide photographic log of facilities, which may be incorporated into the report.

### **220 Field Inspection (Wastewater)**

Field inspect lift stations and treatment facilities as in the prior task for both the Town Division and Black Lake systems. The purpose is for overall observations. Anticipated is a visit up to 6 hours. Provide photographic log, which may be incorporated into the report. The treatment plant visit will be in conjunction with plant operators who will provide insight regarding operations and equipment.

### **230 Review and Analyze Remaining Life**

Review and analyze life with the inventory provided by the District. Based on the discussions with District personnel and Boyle observations, analyze the remaining life for various infrastructure components. The infrastructure components will be broken down into the component types, i.e. PVC pipe installed between 1980 and 1990 as opposed to a line by line breakdown. Treatment plant components will be broken down into process units as opposed to individual pieces of equipment within a unit. Such a listing will be appropriate for establishing reasonable values for replacement/refurbishing funding along with overall funding.

### **240 Project Year for Rehabilitation/Replacement**

Using results from prior tasks, evaluate the year for replacement of various components or units consistent with the breakdown in Task 230. Where the schedule is best expressed as a range, so indicate.

## **300 COSTS FOR REHABILITATION / REPLACEMENTS**

### **310 Project Costs**

Using results from prior District capital or maintenance projects, along with Boyle knowledge from serving other clients, provide first a listing of unit prices and basis for

estimates and review this with the District. Then prepare the opinions of probable replacement / refurbishment cost, in terms of present day dollars.

**320 Funding Schedule**

Prepare funding schedules based on the age of facilities, replacement requirements, and cost of replacements (taking current costs and escalating to year of improvement).

**330 Alternatives for Funding**

Prepare three to four alternative plans to achieve funding goals. Compare each in a matrix of pros and cons. As appropriate, provide sensitivity analysis.

**400 RECOMMENDATIONS / REPORT**

**410 Recommendations/Administrative Draft**

Combine the results in the prior tasks into a series of recommendations and prepare an administrative draft report (similar to an administrative EIR). Meet and review findings and conclusions with District staff. Provide six copies to District for review.

**420 Draft Report**

After receipt of comments from the District revise the report into a draft for public review. Provide six copies to District.

**430 First Public Workshop**

Prepare for and attend a public workshop. Have exhibits for a presentation (overheads or computer presentation as selected by Boyle). Notifications and meeting location arrangements to be by District.

**440 Revise Report**

Revise the report as necessary and issue six copies plus a reproducible master to the District.

**450 District Presentation**

Prepare for/attend/make presentation of Final Report to the District Board.

**500 QUALITY CONTROL**

Provide review by a senior Boyle individual, not otherwise involved in the project.

## SCHEDULE

### Nipomo Community Services District Water and Sewer Replacement Study

Task Description	1999						
	Feb	Mar	Apr	May	Jun	Jul	Aug
<b>100 - Project Kickoff</b>							
110 - Kickoff Meeting		▲					
120 - Meet with Maintenance Personnel		▲					
<b>200 - Analysis of Useful/Remaining Life/Costs</b>							
210 - Field Inspection (Water)		■					
220 - Field Inspection (Wastewater)		■					
230 - Review and Analyze Remaining Life		■	■	■			
240 - Project Year Rehabilitation/Replacement			■	■			
<b>300 - Cost for Rehabilitation/Replacement</b>							
310 - Project Costs			■	■			
320 - Funding Schedule				■			
330 - Alternatives for Funding				■			
<b>400 - Recommendations/Report</b>							
410 - Recommendations/Admin. Draft				■	■	▲	
420 - Draft Report						■	
430 - First Public Workshop							▲
440 - Revise Report							■
450 - District Presentation							▲
<b>500 - Quality Control</b>							



**NCS D AND BOYLE ENGINEERING CONSULTANT SERVICES AGREEMENT**

**EXHIBIT "B"**

**COMPENSATION**

The fee for providing the services a shown on Exhibit A" shall be a lump sum of \$16,000.00.

MAR 17 1999

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

WASTEWATER TREATMENT FACILITY EXPANSION  
PHASE II

ITEM

Southland Wastewater Treatment Facility Expansion Phase II, consisting of a blower building, new aeration ponds, headworks improvements and new aerators.

BACKGROUND

The District has received a zero percent loan from the State Revolving Fund Loan to expand the Southland Wastewater Treatment Facility in two phases.

The first phase of the Southland Wastewater Treatment Facility is anticipated to be completed next month. The District has received approval from the State Water Resources Control Board to request bids on Phase II of the facility expansion. Phase II will consist of constructing a fourth aeration lagoon, replacement of a meter, modifying the headworks and expansion of the percolation ponds for the disposal of effluent.

RECOMMENDATION

Garing, Taylor and Associates have completed drawings and specifications for Phase II of the facility expansion and are ready to go to bid. It is staff's recommendation that your Honorable Board approve the advertising for bids of Phase II of the Southland Wastewater Treatment Facility expansion.

C:\W:Board 99/Phase 11.DOC

**Nipomo Community Services District  
County of San Luis Obispo  
State of California**

=====

**NOTICE TO CONTRACTORS  
SPECIAL PROVISIONS  
PROPOSAL AND  
CONTRACT**

for

**CONSTRUCTION OF  
SOUTHLAND WASTEWATER TREATMENT  
PLANT EXPANSION, PHASE II**

Bids Open: \_\_\_\_\_ 1999 @ 2:00 p.m.

Approved:

\_\_\_\_\_  
R. James Garing, P.E.  
District Engineer - RCE 26993

\_\_\_\_\_  
Date

ND98-041

**GARING, TAYLOR & ASSOCIATES, Inc.**

141 South Elm Street ♦ Arroyo Grande, CA 93420 ♦ TELE (805) 489-1321 ♦ FAX (805) 489-1321

Nipomo Community Services District  
State Of California

-----  
**NOTICE TO CONTRACTORS**  
for  
**CONSTRUCTION OF**  
**SOUTHLAND WASTEWATER TREATMENT**  
**PLANT EXPANSION, PHASE II**

Sealed proposals will be received at the office of the Nipomo Community Services District, 148 S. Wilson, P.O. Box 326, Nipomo, CA 93444, (805) 929-1133, until 2:00 p.m., 1999, at which time they will be publicly opened and read for performing work in accordance with the specifications therefor, to which special reference is made as follows:

**CONSTRUCTION OF**  
**SOUTHLAND WASTEWATER TREATMENT**  
**PLANT EXPANSION, PHASE II**

Bids are required for the entire work described herein. All bids are to be compared on the basis of the estimated quantities of work to be done contained in the proposal.

Bids will be accepted only from contractors who have been licensed in accordance with the provisions of STATE law to perform the work described in the Special Provisions and shown on the plans. All bids must be made on a proposal form furnished by the District.

One (1) set of plans, specifications and proposal forms for bidding this project may be seen and obtained without charge at the office of GARING, TAYLOR & ASSOCIATES, INC., 141 South Elm Street, Arroyo Grande, CA 93420, (805) 489-1321. Additional sets are available for fifty dollars (\$50.00) each.

The successful bidder shall furnish a payment bond, a performance bond and a Certificate of Liability Insurance as required by these Special Provisions.

Pursuant to Section 1773 of the California Labor Code, the general prevailing rates of wages in the Nipomo Community Services District have been obtained from the Director of Industrial Relations of the STATE OF CALIFORNIA. Pursuant to Section 1773.2 of said Code said rates of wages are on file at the office of the Nipomo Community Services District and are available to any interested party on request.

The District reserves the right to reject any and all bids.

A full ten percent (10%) retention will be deducted from all progress payments. The final retention will be authorized for final payment thirty-five (35) days after the date of recordation of the Notice of Completion.

Materials and equipment delivered but not incorporated into the work will not be included in the estimate for progress partial payment.

The Contractor may receive interest on the retention for the time of construction, or receive the retention itself, if surety of equal value is substituted with an escrow holder.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer or a State or Federally chartered bank as the escrow agent, who shall pay such surety to the Contractor upon satisfactory completion of the contract.

Surety eligible for investment shall include that listed in Section 16430 of the STATE GOVERNMENT CODE or bank or savings and loan certificates of deposit.

Any escrow agreement entered into shall contain the following provisions:

- (a) *The amount of surety to be deposited;*
- (b) *The terms and conditions of conversion to cash in case of default of the Contractor; and*
- (c) *The termination of the escrow upon completion of the contract.*

Nipomo Community Services District  
STATE OF CALIFORNIA

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

\_\_\_\_\_  
R. James Garing, P.E.  
DISTRICT ENGINEER



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM  
(PERS)

ITEM

At the Regular meeting of March 3, 1999, your Honorable Board directed staff to proceed with amending the District's contract with PERS to provide a 2% at 55 full formula for miscellaneous members.

DISCUSSION

NCSD is a member of the California Public Employee's Retirement System (PERS). The District's current contract with PERS is called 2% at 60 full formula. This refers to the formula used to determine the benefits received upon retirement (the formula utilizes the following-number of years of service, final compensation and age at retirement). By adjusting the contract to 2% at 55, it would allow an employee to retire at an earlier age. Earlier retirement may provided the District with benefits such as reduced cost for tenured employees, possibly less workers compensation claims, assist in the recruitment of employees and greater loyalty. It has been a general trend in our culture towards younger retirement and this includes the public sector. It should be noted that this change would not have any affect on employees over the age of 63.

PERS performed an actuarial valuation analysis for the 2% at 55 and determined that the change in the employer contribution rate would be 1.782% per year. This would bring the employer's contribution to 6.793%. There would not be, however, any out-of-pocket cost to the District for this change for twelve years due to the excess assets the District has on deposit with PERS. The excess assets were created primarily from legislative changes made by the state on how PERS actuarial valuations are conducted. Currently, the District's contribution rate is 0% and that would be expected to continue for twelve years.

PERS requirements:

- a) A resolution of intention to approve an amendment to the contract
- b) A final resolution approving the amendment executed by the District at least 20 days after adoption of intention

RECOMMENDATION

It is staff's recommendation that the Board proceed to adopt the Resolution of Intention to approve an amendment to the contract between the Board of Administration of the Public Employees Retirement System and the Board of Directors of the Nipomo Community Services District.

**RESOLUTION OF INTENTION  
TO APPROVE AN AMENDMENT TO CONTRACT  
BETWEEN THE  
BOARD OF ADMINISTRATION  
OF THE  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
AND THE  
BOARD OF DIRECTORS  
OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 21354 (2% @ 55 Full formula) for local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: \_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date adopted and approved

(Amendment)  
CON-302 (Rev. 4/96)


## EXHIBIT

California  
Public Employees' Retirement System



# AMENDMENT TO CONTRACT

Between the  
Board of Administration  
California Public Employees' Retirement System  
and the  
Board of Directors  
Nipomo Community Services District



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective October 1, 1975, and witnessed August 13, 1975, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 9 are hereby stricken from said contract as executed effective October 1, 1975, and hereby replaced by the following paragraphs numbered 1 through 11 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members.
  2. Public Agency shall participate in the Public Employees' Retirement System from and after October 1, 1975 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.



**PLEASE DO NOT SIGN "EXHIBIT ONLY"**

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
  - a. Employees other than local safety members (herein referred to as local miscellaneous members).

4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

**NO ADDITIONAL EXCLUSIONS**

5. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
6. Public Agency elected and elects to be subject to the following optional provisions:
  - a. Section 20965 (Credit for Unused Sick Leave).
7. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
8. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
9. Public Agency shall also contribute to said Retirement System as follows:
  - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
  - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

PLEASE DO NOT SIGN "EXHIBIT"

- 10. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 11. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

BOARD OF ADMINISTRATION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS  
OF THE  
NIPOMO COMMUNITY SERVICES  
DISTRICT

BY \_\_\_\_\_  
KENNETH W. MARZION, CHIEF  
ACTUARIAL & EMPLOYER SERVICES DIVISION  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY \_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Witness Date

Attest:

\_\_\_\_\_  
Clerk

**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Division

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(916) 326-3420

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code  
the future annual costs as determined by the System Actuary and/or the increase  
in retirement benefit(s) have been made public at a public meeting of the

\_\_\_\_\_ of the  
(governing body)

\_\_\_\_\_  
(public agency)

on \_\_\_\_\_ which is at least two weeks prior to the adoption of the  
(date)

Resolution / Ordinance.

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

Date \_\_\_\_\_

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

ACCEPTING WATER and SEWER IMPROVEMENTS FOR  
TRACT 1741

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer for Tract 1741, an 8-lot development on Orchard, has installed water and sewer improvements and has met the District's conditions of installing the improvements, paid associated fees and providing the necessary paperwork, including the Offer of Dedication and the Engineer's Certification. Attached is a resolution accepting the water and sewer improvements for Tract 1741.

It is staff's recommendation that your Honorable Board approve Resolution 99-Tract 1741

C:\W:\BD\tr1741.DOC

**RESOLUTION NO. 99- ACCEPT 1741**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE WATER AND SEWER IMPROVEMENTS  
FOR TRACT 1741**

**WHEREAS**, on May 24, 1990, the District Board of Directors did conditionally approve water and sewer improvements for Tract 1741, an eight (8) lot development, and

**WHEREAS**, the District approved and signed the construction plans on March 18, 1996, for the water and sewer improvements to be constructed, and

**WHEREAS**, the water and sewer improvements have been constructed and said improvements are completed and certified by their engineer, and

**WHEREAS**, on February 17, 1999, the Owner offered the water and sewer improvements to the Nipomo Community Services District, and

**WHEREAS**, this District has accepted such offer without obligation except as required by law, and

**WHEREAS**, all water and sewer fees for service, required in conformance with District Ordinances, have been paid in full for eight (8) lots created by Tract 1741, and

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

That the water and sewer improvements constructed to serve the lots created by Tract 1741 are accepted by this District.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

AYES: Directors \_\_\_\_\_  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this 17<sup>th</sup> day of March 1999.

\_\_\_\_\_  
Robert Blair, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel

**AGENDA ITEM**  
**MAR 17 1999**

**10**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

SPECIAL BOARD MEETING  
MARCH 31, 1999

It is staff's recommendation that the next regular meeting of the District Board of Directors be held on March 31, 1999 so that the District's special legal counsel may meet with the Board. At this time, the Board may review the possibility of canceling the April 7, 1999, Regular Board meeting.

*with Counsel*

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**AGENDA ITEM**



MAR 17 1999

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: MARCH 17, 1999

MANAGER'S REPORT

The following correspondence has been received at the District:

1. CA-NV Section AWWA Conference
2. Senator O'Connell - Capitol Seminar 1999
3. Correspondence from Bear Valley on CSDA proxy vote

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**CA-NV SECTION, AWWA  
1999 SPRING  
CONFERENCE-ONTARIO  
APRIL 12 - 15  
"Quality Water ... Let's Drink  
To That"**

**CONFERENCE FACT SHEET**

<b>DATE:</b>	April 12 - 15, 1999
<b>LOCATION:</b>	DoubleTree Hotel 222 North Vineyard Ontario, CA 91764
<b>OPENING SESSION:</b>	Tuesday, April 13 - 9:00 a.m.
<b>KEYNOTE LUNCHEON:</b>	Tuesday, April 13 - 12:00 p.m. To 1:30 p.m.
<b>TECHNICAL SESSIONS:</b>	Starting Tuesday, April 13 at 1:30 p.m. through Thursday, April 15 ending at 3 p.m.
<b>TABLE-TOP EXHIBITS:</b>	Wednesday, April 14 - 8:00 a.m. to 4:00 p.m.

**HOTEL RESERVATIONS**

The CA-NV Section, AWWA has reserved a block of rooms at the Conference Host Hotel, the DoubleTree, at a rate of \$95.00 per night. Please remember to state that you are with AWWA. The registration deadline to receive this rate is March 26, 1999. Reservations accepted after the cut-off date will be on a space and rate availability basis only. For hotel room reservations call (909) 937-0900.

**SPONSORSHIP OPPORTUNITIES**

Various sponsorship opportunities are available for this conference. If interested contact Lacy Goldsmith at (909) 930-1200.

**REGISTRATION**

If you are interested in registering for this conference please contact Cindy Contreras at (909) 930-1200. If you are interested in exhibiting (AWWA Organizational Member \$225; NonMember \$325 per Table-Top Exhibit) at this conference or for general questions regarding the conference please contact Joni Tingue at (909) 930-1200.

**REGISTRATION FEES:**

*Through March 26, 1999* - Member \$200; NonMember \$270; Exhibits Only \$35  
*After March 26, 1999* - Member \$265; NonMember \$325; Exhibits Only \$45  
*One Day Registrations* - Tuesday \$140; Wednesday \$120; Thursday \$70; Student \$50

*\*Please see reverse side for registration form and instructions.*

**WE HOPE TO SEE YOU  
THERE!**





SACRAMENTO OFFICE  
STATE CAPITOL, ROOM 5035  
SACRAMENTO, CA 95814  
(916) 445-5405

SAN LUIS OBISPO OFFICE  
1260 CHORRO STREET, SUITE A  
SAN LUIS OBISPO, CA 93401  
(805) 547-1800

SANTA BARBARA OFFICE  
228 WEST CARRILLO, SUITE F  
SANTA BARBARA, CA 93101  
(805) 966-2296

VENTURA OFFICE  
89 S CALIFORNIA STREET, SUITE E  
VENTURA, CA 93001  
(805) 641-1500

# California State Senate

SENATOR  
JACK O'CONNELL  
EIGHTEENTH SENATORIAL DISTRICT



CHAIR  
BUDGET & FISCAL REVIEW  
SUBCOMMITTEE ON EDUCATION  
COASTAL CAUCUS  
MAJORITY CAUCUS  
MEMBER  
BUDGET AND FISCAL REVIEW  
BUSINESS AND PROFESSIONS  
CONSTITUTIONAL AMENDMENTS  
EDUCATION  
ENVIRONMENTAL QUALITY  
GOVERNMENTAL ORGANIZATION  
JUDICIARY

## CAPITOL SEMINAR 1999

The time for the Seventh Annual Capitol Seminar is just around the corner. If you ever felt confused about your government and the legislative process, join other participants on a journey to the state Capitol. A bus will be leaving on Sunday, May 16th from Ventura picking up constituents from the Ventura, Santa Barbara, Santa Maria, and San Luis Obispo areas.

Monday morning launches two days of seminars, observations of session and committee hearings and a tour of the beautiful State Capitol. During the two days participants will be given opportunities to meet with state officials and others who work in the political and policy areas of California's state government.

Topics covered by the seminars will include: how a bill becomes a law, how to lobby lawmakers, the news media's coverage of the Legislature, how professional lobbyists work, and the major policy areas facing California today.

Buses depart on the morning of May 16th and will return to the Coast on Tuesday, May 18<sup>th</sup>. Because the number of participants increases each year, it is recommended that you reserve your seat on the bus soon. Please feel free to share this information with anyone who may be interested in how California's government works.

For more information, please contact the district offices in San Luis Obispo (547-1800), Santa Barbara (966-2296), or Ventura (641-1500).



# BEAR VALLEY COMMUNITY SERVICES DISTRICT

March 3, 1999

Board of Directors  
Special District Risk Management Authority  
1481 River Park Drive, Suite 110  
Sacramento, CA 95815-4501

Dear Sirs:

I am writing in regard to the Proposed Bylaw Amendment concerning proxy voting. I concur with the proposal to do away with proxy voting and feel that this is a change which will make participation in elections easier and more attractive for the members. The proposed addition to the bylaws, however, appears to have exactly the opposite effect and certainly doesn't accomplish the six objectives laid out in your letter of February 10, 1999.

Since California is a very large state, it is impossible to schedule a meeting anywhere within the state which would be convenient to all of the member agencies. As a result, actual attendance at Statewide meetings will always represent only a portion of the membership. Although not explicitly stated in the February 10<sup>th</sup> letter, it is understood that future elections are intended to be conducted only at the Northern California Meetings. If this is the case, it will obviously make attendance more difficult to members in the southern portion of the state. It would seem that the greatest participation in an election could be derived from a simple mail-in ballot. Numerous other statewide (and nationwide) organizations do this. Allowing candidates to submit a photo and short statement of qualifications is not significantly less informative than seeing them in person and hearing them speak for a couple of minutes at the election.

If it is the desire of the Board to achieve maximum participation in the election with minimum inconvenience to the membership, it is recommended that this approach be seriously considered.

Sincerely,

John C. Yeakley  
General Manager

cc: SDRMA Member Agencies

**WARRANTS MARCH 17, 1999**

**HAND WRITTEN CHECKS**

18123	A. MENDOZA	50.00
18124	G. KAYE	50.00
18125	INLAND CONCRETE	3,510.00
18126	TOSCO CORP	264.00
18127	PISMO FLOWERS	345.85

**VOIDS**

2680  
10769

**NET PAYROLL**

CK# 2681-2688 \$11,535.70

**COMPUTER GENERATED CHECKS**

10756	03/17/99	AMERICAN WATER WORKS ASSOCIATION	\$45.00
10757	03/17/99	ROBERT BLAIR	\$100.00
10758	03/17/99	CENTRAL ELECTRIC	\$1.35
10759	03/17/99	EASTER RENTS	\$283.59
10760	03/17/99	FGL ENVIRONMENTAL ANALYTICAL CHEMIST	\$569.60
10761	03/17/99	FRANK L. FREITAS	\$257.64
10762	03/17/99	GARING, TAYLOR & ASSOCIATES, INC.	\$18,996.72
10763	03/17/99	GTE CALIFORNIA	\$27.08
10764	03/17/99	GROENIGER & COMPANY	\$92.38
10765	03/17/99	IKON OFFICE SOLUTIONS	\$59.55
10766	03/17/99	INLAND CONCRETE ENTERPRISES	\$6,207.40
10767	03/17/99	GENE KAYE	\$100.00
10768	03/17/99	McKESSON WATER PRODUCTS	\$14.20
10770	03/17/99	POLLY MINTLING	\$225.00
10771	03/17/99	MOBRAATEN, RICHARD	\$100.00
10772	03/17/99	NIPOMO ACE HARDWARE, INC.	\$109.23
10773	03/17/99	NIPOMO GARBAGE COMPANY	\$54.75
10774	03/17/99	POSTALIA, INC.	\$8.31
10775	03/17/99	PRYOR, FRED SEMINARS	\$99.00
10776	03/17/99	S/G TESTING LABORATORIES, INC.	\$255.00
10777	03/17/99	ALBERT SIMON	\$100.00
10778	03/17/99	SOUTHERN CALIF GAS COMPANY	\$26.76
10779	03/17/99	TIMES PRESS RECORDER	\$175.00
10780	03/17/99	UNION ASPHALT, INC.	\$4,800.00
10781	03/17/99	WESTBURNE/AIR COLD INC.	\$11.54
10782	03/17/99	WIRSING GRAPHICS & TYPESETTING	\$172.89