

# NIPOMO COMMUNITY SERVICES DISTRICT

## AGENDA

JULY 21 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**

1. ROLL CALL

### **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. **OUTSIDE DISTRICT USER AGREEMENT**  
Review agreement to provide water & sewer service to new high school on No. Thompson Rd.
4. **INTENT-TO-SERVE - TRACT 2346 (Mid State Properties)**  
Request for water & sewer service to a 5 lot development on Juniper St.
5. **DISTRICT COMMITTEE MEMBERS**  
Review the District representatives to committees and NCAC
6. **CONSENT AGENDA** *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the consent agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*
  - a) **BOARD MEETING MINUTES (APPROVE)**  
Approval of minutes of the July 7, 1999 Regular Board meeting.
  - b) **Development 92-351-017 - Acceptance of improvements (APPROVE)**  
Accept water & sewer improvements on Widow Lane

### **FINANCIAL REPORT**

7. APPROVAL OF WARRANTS
8. INVESTMENT POLICY
9. FOURTH QUARTER FINANCIAL REPORT (INCORPORATED IN AUDIT REPORT)

### **OTHER BUSINESS**

10. **MANAGER'S REPORT**
  1. U S Water News Article
  2. CA-NV AWWA Conference
  3. SLO CO Safety Element Draft
  4. Comment Log
  5. Cal. Water Journal article on the environment
11. **DIRECTORS COMMENTS**

### **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL GC§54956.9 (a) & (b)

- 1a. NCSD vs. Shell Oil, et. al. Case No. CV 077387
- 1b. NCSD vs. Dana Estates, Case No. CV 990547
- 1c. SMVWCD vs NCSD Case No. CV 770214 and related law suits --
- 1d. Anticipated litigation - One case *Hughes*
- 1e. Public Employee Performance Evaluation - General Manager GC§ 54957

**ADJOURN**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 21, 1999

**OUTSIDE USER AGREEMENT**

**ITEM**

Review an Outside User Agreement between the District and Lucia Mar Unified School District for services to the new high school

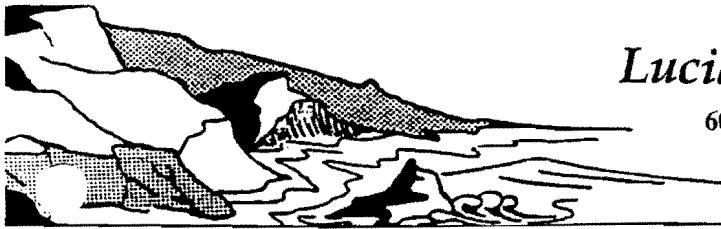
**BACKGROUND**

The Lucia Mar Unified School District has acquired property next to the District boundary to build a new high school and has requested the District to provide water and sewer services to it. The School District is not presently planning to annex to the District, therefore, they are requesting an Outside User Agreement so that services may be provided to the new school. The legal staffs of the school and the District have been working on the agreement. The final draft is presented to the Board for review.

**RECOMMENDATION**

Your Honorable Board may approve the final draft of the agreement and authorize the Board President to execute the agreement after the School District execution.

C:\W:\Bd99\highschool agreement .DOC



## Lucia Mar Unified School District

602 Orchard Street ♦ Arroyo Grande, CA 93420  
(805) 473-4390 ♦ Fax: (805) 473-1593

ARROYO GRANDE

NIPOMO

GROVER BEACH

OCEANO

PISMO BEACH

July 12, 1999

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

Dear Doug:

Please accept this formal request to participate in the NCSD Retrofit Program. I am hoping to enter into an agreement with NCSD immediately so that we may commence efforts to retrofit the required number of homes for the new high school.

The outside user agreement has been completed with the efforts of Jon Seitz and Best Best & Krieger. I am requesting that this agreement be placed on the July 21, 1999 agenda for NCSD's approval.

I am also seeking consideration for a waiver of the deposit of \$2,200 for processing the NCSD Retrofit Agreement. This is a new fee that was adopted by the NCSD Board after our initial request for participation in the retrofit program.

Thank you for your consideration.

Very truly yours,

Sandra G. Davis  
Assistant Superintendent, Business

SGD:mg

Enclosures

RECEIVED

JUL 14 1999

NIPOMO COMMUNITY  
SERVICES DISTRICT

DRAFT

**AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT**

**1. PARTIES AND DATE.**

This Agreement for Extraterritorial Water and Sewer Service ("Agreement") is made and entered into this \_\_\_\_\_ day of July, 1999, by and between the **Nipomo Community Services District**, a community services district organized and operating pursuant to the provisions of the California Government Code ("Community Services District") and the **Lucia Mar Unified School District**, a public school district organized and operating pursuant to the provisions of the California Education Code ("School District").

**2. RECITALS.**

**2.1** The School District represents and warrants that it has an interest in certain real property situated in the County of San Luis Obispo ("County") on which it intends to construct its second high school ("Property"). The Property is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Property is located outside and immediately adjacent to the Community Services District's service boundaries.

**2.2** The School District has requested that the Community Services District provide water and sewer service to the Property, and the Community Services District desires and intends to grant the School District's request on condition that the School District enters into this Agreement with the Community Services District.

**3. TERMS.**

**3.1 Authority to Enter Agreement.** This Agreement is entered into by the Community Services District and the School District for the provision of water and sewer services outside the Community Services District jurisdictional boundaries pursuant to Government Code Section 56133.

**3.2 Term.** The term of this Agreement shall be from the date first hereinabove written until either Party terminates this Agreement pursuant to Section 3.13 of this Agreement.

**AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT**

**3.3 Agreement to Provide Water Service.** The Community Services District agrees to provide water and sewer service to the Property, and the School District agrees to accept and pay for such service subject to the terms and conditions of this Agreement and the following:

- 3.3.1 The School District shall pay the Community Services District for engineering services required to update the Community Services District's Water and Sewer Master Plan to include evaluations of the infrastructure needed to serve the Property and associated impacts on the resources of the Community Services District. The School District shall deposit \$2,500.00 with the Community Services District for the estimated cost of such engineering services.
- 3.3.2 The School District shall enter into a Plan Check and Inspection Agreement with the Community Services District and pay the appropriate Community Services District fees.
- 3.3.3 The School District shall submit Improvement Plans for approval by the Community Services District showing all existing off-site water and sewer facilities and all proposed facilities (off-site and on-site) required to provide water and sewer service to the Property. Such facilities shall be in compliance with the Community Services District's Plans and Specifications.
- 3.3.4 The School District shall pay all appropriate Community Services District's fees (Capacity, meter, account, etc.).
- 3.3.5 The School District shall submit a detailed plumbing plan of the on-site water and sewer facilities so that the Community Services District may determine the number of fixture units in each building on the Property.
- 3.3.6 The School District shall design any landscape development of the common areas on the Property such that it requires minimal water use.

**AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT**

3.3.7 The School District shall submit the following documents before commencement of water service to the Property: Reproducible As-Builts, Offer of Dedication, Engineers Certification, and Summary of costs of water & sewer improvements.

3.3.8 The School District shall install a phone line conduit from the meter box to the appropriate telephone jack for future automatic meter reading capabilities.

**3.4 Regulations.** The School District agrees to abide by all rules and regulations of the Community Services District regarding the provision of water and sewer service to the Property.

**3.5 Payment for Service.** The School District agrees to pay the Community Services District for water and sewer service delivered to the Property in accordance with the Community Services District's customary rates and charges for such services which are applicable to property within the District's boundaries.

**3.6 Construction of Connecting Facilities.** The School District shall be responsible for constructing and installing, pursuant to the Plan Check and Inspection Agreement between the School District and the Community Services District, the necessary facilities from the Property to the connection points within the Community Services District's jurisdictional boundaries which are required by the Community Services District for the provision of water and sewer service to the Property. Upon approval and acceptance by the Community Services District, it shall accept ownership and responsibility for the maintenance and repair of those Connecting Facilities located off of the Property or those which the Community Services District would customarily accept within its jurisdictional boundaries.

**3.7 Commencement of Service.** Upon the School District's performance of its obligations under this Agreement (including Section 3.9), completion of the construction and installation of the Connecting Facilities to the satisfaction and acceptance of the Community Services District, and adequate assurance that the water supply (pursuant to Section 3.9), production and storage (pursuant to Section 3.3.1) will be sufficient to serve property within the Community Services District and the Property, the Community Services District shall commence delivering water and sewer service to the Property.

AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT

**3.8 Water Requirements.** The Parties anticipate that the Property will require approximately eighty (80) acre feet of water per year.

**3.9 Water Source.** Prior to the commencement of water service to the Property, the School District shall be responsible for establishing a water source in order to satisfy the water requirements of the Property. If the water source required by this Section is a well, such well must have a five (5) year pumping record or must otherwise be approved by the Community Services District, and must meet the Community Services District and State Department of Health Services requirements for water quality.

In lieu of establishing an original water source to satisfy the requirements of this Section, the School District may suggest other methods of satisfying this Section. Such suggestions shall be subject to the approval of the Community Services District.. To the extent retrofits are available, one alternative method which is mutually acceptable to the School District and the Community Services District, the School District may fund, implement and complete the retrofitting of homes or other private or public facilities in the area of the Property as follows:

- 3.9.1 Enter into a retrofit agreement and prepare and submit a detailed Retrofit Plan to the Community Service District listing the addresses of the homes or other private or public facilities within the District to be retrofitted and the consent of each resident/owner.
- 3.9.2 Retrofitting of approximately four (4) single-family residences is equivalent to a single-family residences usage of about 0.4 AFY (acre-feet per year) of water. The School District's estimated water usage for the Property is 80 AFY. Therefore,  $80 \div 0.4 \times 4 = 800$  single family residences or equivalents will need to be retrofitted to satisfy the School District's obligations under this Section. The Parties shall mutually agree upon similar retrofit guidelines for other private or public facilities, and shall reasonably cooperate with one another in establishing such guidelines.

**AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT**

3.9.3 The Retrofit Plan shall be implemented and completed by a licensed plumbing contractor. Prior to the commencement of service pursuant to Section 3.7 of this Agreement, the plumbing contractor shall certify to the Community Services District the number of retrofits that have been completed in accordance with this Agreement.

3.9.4 The School District agrees to defend, indemnify and hold the Community Services District and its officers, agents and employees harmless against any and all claims, causes of action, judgments, damages, liability, losses, costs or expenses, including reasonable attorneys fees, brought against the Community Services District or suffered or incurred by it, arising out of the School District or the School District's employees or contractors, performance of the Retrofit Plan. The School District's indemnity obligations under this Section excludes any actions, claims or damages arising from the negligence or willful misconduct of the Community Services District, its officer, employees and contractors.

**3.10** Annexation. Within two (2) years of opening the new high school, the School District will apply to LAFCO to annex the Property to the Community Services District. If annexation is not commenced within the two (2) years stated, or if it is not thereafter approved within three (3) years, the Community Services District's Outside of District User Fees will be implemented rather than the fees indicated in Section 3.5.

**3.11** Conditions and Covenants. The obligations of School District under this Agreement are both covenants and conditions.

**3.12** Groundwater litigation. Notice is provided that Nipomo Community Services District has been made a party to that lawsuit entitled *Santa Maria Valley Water Conservation District, et al. v. City of Santa Maria, et al.*, Santa Clara Superior Court Case No. CV770214. The case involves competing claims to the right to produce water from and/or store water in the Santa Maria Valley Groundwater Basin, the water source from which Nipomo Community Services District derives the water which it serves. The District is now unable to predict with any certainty the outcome of the above-referenced litigation. However, the litigation conceivably could result in a limitation on the availability of groundwater for the District's production and/or an increase in the cost of water which the District serves to its water customers.



AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT

**3.13** Termination. Except as otherwise required by law, this Agreement may be terminated by either Party upon written notice given at least three hundred and sixty-five (365) in advance.

**3.14** Attorneys' Fees. If any party to this Agreement commences any legal proceeding concerning any aspect of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, and all costs and expenses incurred in connection with the action or proceeding, including but not limited to, expert witness fees, court reporter fees and collection expenses.

**3.15** Entire Agreement/Amendment. This document represents the entire agreement of the parties hereto with respect to the subject matter hereof. This Agreement may be amended only by a written agreement executed by both parties.

**3.16** Binding Upon Successors and Assigns; Covenant Running with the Property. This Agreement shall be binding upon and shall inure to the benefit of the School District and the Community Services District, and their respective heirs, successors, grantees, transferees, lessees and permissible assigns. It is intended to be and shall be a covenant running with the Property.

**3.17** Prohibition Against Assignment. The School District may not assign this Agreement or any interest in it without the prior written consent of the Community Services District.

**3.18** Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

**3.19** Cooperation / Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the parties shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient as related thereto.

AGREEMENT FOR EXTRATERRITORIAL WATER AND SEWER SERVICE  
BETWEEN THE NIPOMO COMMUNITY SERVICES DISTRICT  
AND THE LUCIA MAR UNIFIED SCHOOL DISTRICT

**3.20 Agreement Limitations.** This agreement may be limited or modified as a result of conditions imposed by a Court, or by a change in ordinances, resolutions, rules, fees or regulations affecting all Community Services District's customers adopted by the Board of Directors for the protection of the health, safety and welfare of the Community Services District.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed and delivered as of the date first above written.

**NIPOMO COMMUNITY SERVICES DISTRICT**

**LUCIA MAR UNIFIED SCHOOL DISTRICT**

*By:*

*By:*

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board President

*Attest:*

*Attest:*

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board Secretary

*Approved as to Form:*

*Approved as to Form:*

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Best Best & Krieger LLP  
Legal Counsel

JUL 21 1999

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 21, 1999

INTENT TO SERVE  
TRACT 2346 (MID STATE PROPERTIES)

**ITEM**

To approve and Intent-to-Serve Letter for Tract 2346, a 5-lot development on Juniper Street

**BACKGROUND**

The District received a request from Pamela Jardini, Westland Engineering, for an Intent-to-Serve Letter for a 5 lot improvement on Juniper Street. Attached is a map of the proposed improvements.

**RECOMMENDATION**

It is recommended that an Intent-to-Serve Letter for Tract 2346 be approved with the following conditions to be met before issuance of a Final Will-Serve Letter and acceptance by the District:

1. Enter into a Plan Check and Inspection Agreement and pay the appropriate fees.
2. Submit improvement plans to the District for approval and be in accordance with the District Standards and Specifications.
3. Pay all appropriate District water, sewer and other fees 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:
  - a. Reproducible As-Builts
  - b. Offer of Dedication
  - c. Engineer's Certification
  - d. A summary of all water and sewer improvements

It would be in order to have a motion to approve the Intent-to-Serve Letter for Tract 2346 with the above conditions.

July 1, 1999

Doug Jones  
c/o Nipomo Community Services District  
P.O. Box 326  
Nipomo, CA 93444

RE: Intent to serve letter for tentative Tract Map #2346

Dear Doug,

We are submitting an application to the County of San Luis Obispo's Planning Department for a development of five lots on this property. The County's Planning Department requires an intent to serve letter form NCSD in order to process the tentative Tract Map. The owner of the property is Mid-State Properties, LLC at 1320 Archer Street, San Luis Obispo, CA 93401; Assessor's parcel number 092-134-056. Please provide us with an intent to serve letter. A copy of the proposed Tract Map is enclosed for your review.

Sincerely,

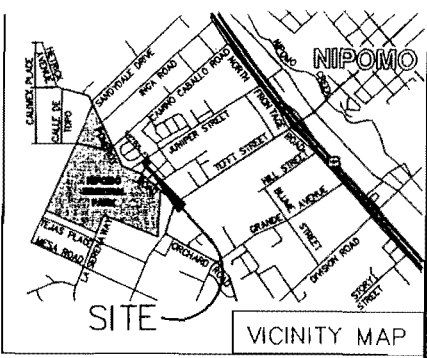
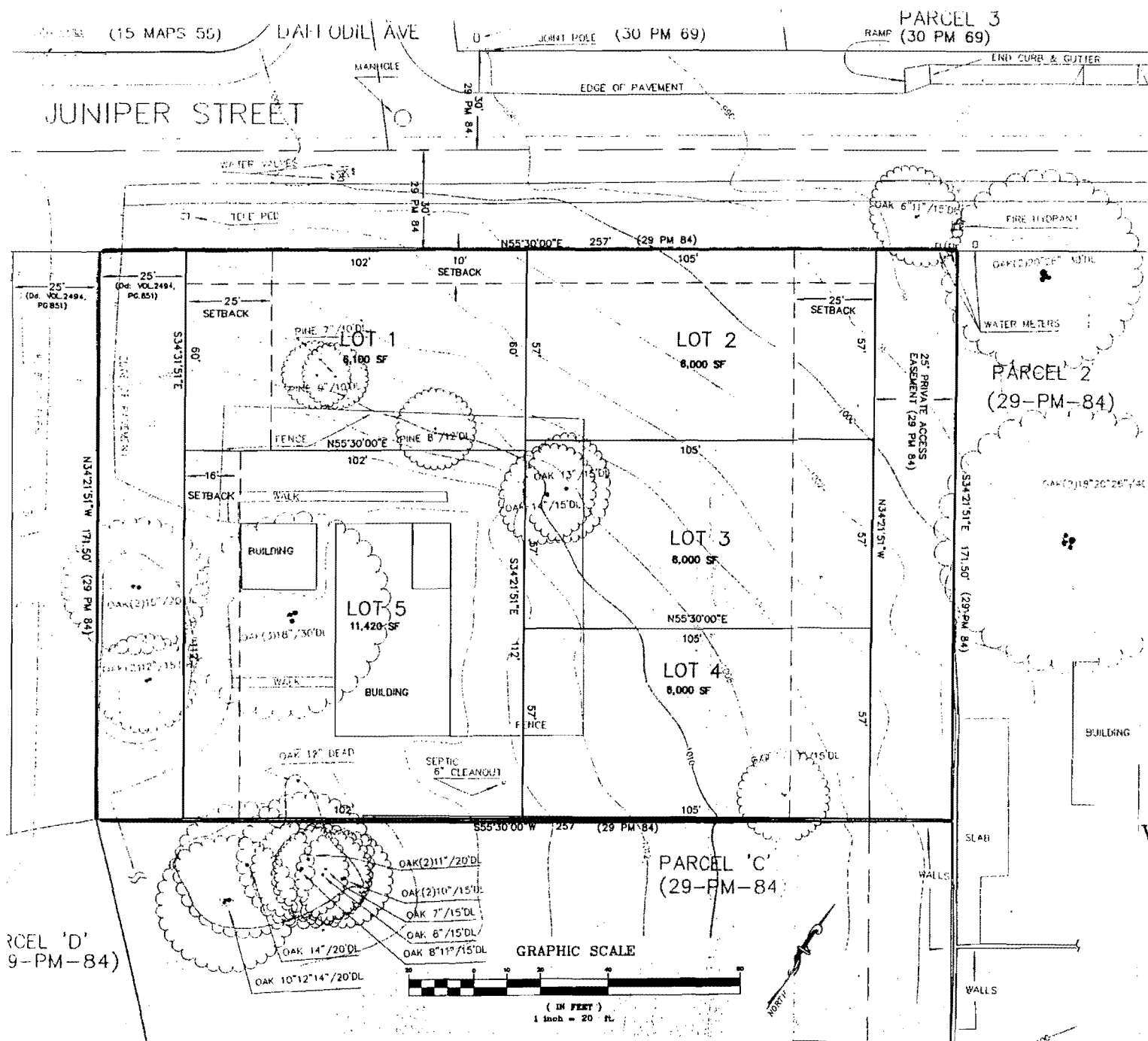


Pamela Jardini  
Westland Engineering

**RECEIVED**

JUL 06 1999

**NIPOMO COMMUNITY  
SERVICES DISTRICT**



**OWNER'S STATEMENT**  
 I HEREBY APPLY FOR APPROVAL OF THE DIVISION OF REAL PROPERTY SHOWN ON THIS PLAT AND STATE THAT I AM THE LEGAL OWNER OF SAID PROPERTY OR THE AUTHORIZED AGENT OF THE LEGAL OWNER AND THAT THE INFORMATION SHOWN HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WESTLAND ENGINEERING COMPANY  
 75 ZACA LANE, SAN LUIS OBISPO, CA 93401  
 (805) 541-2384  
 RECORD OWNER:  
 PAUL GRAY / MID STATE PROPERTIES  
 1320 WALKER STREET  
 SAN LUIS OBISPO, CA 93401

**ENGINEER'S STATEMENT**  
 I HEREBY STATE THAT THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLIED WITH THE LOT DIVISION ORDINANCE OF THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA.

TERENCE K. O'NEIL, P.E. 21807, EXPIRES 8-30-2001  
 WESTLAND ENGINEERING COMPANY  
 75 ZACA LANE, SAN LUIS OBISPO, CA 93401  
 (805) 541-2384

- NOTES**
1. THE PROPERTY LINES SHOWN ON THIS MAP ARE FROM RECORD INFORMATION ONLY AND DO NOT REPRESENT A RECORD OF SURVEY AS SUCH, THE ACTUAL PROPERTY LINES MAY VARY FROM THOSE SHOWN HEREON.
  2. TREE DIAMETERS ARE MEASURED AT FOUR FEET ABOVE GROUND LEVEL AND BECAUSE OF IRREGULARITIES IN GROWTH MAY VARY SLIGHTLY FROM DIMENSIONS SHOWN. TREES THAT FORK BELOW FOUR FEET ARE MEASURED ON THEIR FORKS AT THE FOUR FOOT LEVEL.

**TRACT # 2346  
 VESTING TENTATIVE MAP**

PARCEL 'B' OF CO-79-257 AS RECORDED IN BOOK 29,  
 PAGE 84 OF PARCEL MAPS IN SAN LUIS OBISPO  
 COUNTY, CALIFORNIA

PREPARED FOR:  
 MID-STATE PROPERTIES, LLC  
 PREPARED BY:  
 WESTLAND ENGINEERING COMPANY  
 75 ZACA LANE, SUITE 100  
 SAN LUIS OBISPO, CALIFORNIA 93426  
 (805) 541-2384  
 JUNE 1999 JOB NO.: 99 017  
 SHEET 1 OF 1

PARCEL 'D'  
 9-PM-84)

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 21, 1999

DISTRICT COMMITTEE MEMBERS

**ITEM**

Review District representation to associated committees.

**BACKGROUND**

The District has received correspondence from Istar Holliday who is a committee member to the Nipomo Community Advisory Council (NCAC) indicating the District representative has not been attending their board meetings. Attached is a list of committees with the member and alternate who agreed to attend these organizations. Since NCAC has sub-committees, there may be some confusion as to which committee or sub-committee to attend.

It is suggested that the means of communicating to the committee member the date, time and location of the meetings should be clarified and a formal methodology established.

**RECOMMENDATION**

It is suggested that your Honorable Board review the membership to each of the committees and formulate a methodology of communication between the committee and the members on a date, time and location when they meet so that the appropriate member is aware of when and where such attendance is required.

The following established committees were filled where there were vacancies.

<u>Committee</u>	<u>Member</u>	<u>Alternate</u>
Nipomo Community Advisory Committee	Al Simon	Bob Blair
Water Resources Advisory Committee	Doug Jones	Bob Blair
Chamber of Commerce	Gene Kaye	Dick Mobraaten
Finance Committee	Gene Kaye	Al Simon
Water Committee (Ad hoc)	Al Simon	Bob Blair
High School Committee	Alex Mendoza	Dick Mobraaten

577 Sheridan Road  
Arroyo Grande, CA 93420  
July 14, 1999

General Manager  
Nipomo Community Services District  
148 South Wilson Street  
Nipomo, CA 93444

Dear Mr. Jones,

At the July 8, 1999 Board meeting of the Nipomo Community Advisory Council, the Board seat occupied by Al Simon was officially "vacated." The Chairperson indicated repeated reminders to Mr. Simon went unanswered and that the bylaws called for this action after three consecutive absences by a Board member.

As Board member representing Natural Resources/Water, I was asked to include the NCSD's interests and activities in my reports. I will be happy to attend as many of the NCSD meetings as I can, but a copy of the monthly minutes of the NCSD will help me represent you better. If you would authorize your secretary to mail a copy to me at the above address each month, it would be appreciated. In addition, if there are any issues you'd like me to bring forward at our regular meetings, please call me at 343-2581.

Sincerely,

*Steve Holliday*

**RECEIVED**

JUL 14 1999

**NIPOMO COMMUNITY  
SERVICES DISTRICT**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 21, 1999

**AGENDA ITEM** **6**  
**JUL 21 1999**

### CONSENT AGENDA

A Consent Agenda is established as a time-saving mechanism to approve a number of administrative items the Board may consider in a group. Most of these items are non-controversial and administrative in that aspect. Any one of the Board members may pull any one of the items in the Consent Agenda to be discussed individually.

- a) BOARD MINUTES  
Approval of Board Minutes of July 7, 1999
- b) DEVELOPMENT APN 92-351-017 (KELLEY)  
Resolution accepting water and sewer improvements for a 15-lot development

C:\W:Bd99\Consent July.DOC



**NIPOMO COMMUNITY SERVICES DISTRICT  
MINUTES**

**AGENDA ITEM**

**6**

JULY 7 1999 7:00 P.M.

BOARD ROOM 148 S. WILSON STREET NIPOMO, CA

JUL 21 1999

**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**

1. **ROLL CALL**

At Roll Call, all Board members were present.

**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 Comment.

There were no public comments.

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

3. **SUMMIT STATION AREA INSTANCE OF LOW PRESSURE**

Review causes of low water pressure

Director Kaye requested that this item be put on the agenda. Mr. Jones explained that three incidents in the past month caused pressure fluctuations to occur in the Summit Station area. 1) Contractor pulling water incorrectly from a hydrant, 2) Malfunction in the SCADA system, 3) vehicle accident on Pomeroy Rd. Director Kaye read a statement to the public concerning the complaints.

During this agenda item, the following members of the public spoke:  
Mary Holder, 234 Summit Station Rd., Nipomo

John Miranda, 491 Nopal Way, Nipomo

John Snyder, 662 Eucalyptus Rd., Nipomo

Mr. Jones reminded the Board of the three options given to the Board at a meeting last year. The Board decided to put a test booster pump on a meter last year.

Mr. Jim Garing, District Engineer, explained the design of the water system. It was designed to produce a fire flow of 500 gpm. This lowered the cost to the residents from the originally designed fire system of 1000 gpm. The pressure normally does not go below 20 psi. These isolated cases caused the pressure to fluctuate.

Mr. Garing stated that the system was designed to provide 500 gallons per minute rather than 1000 gpm in order to save money for the residents on the assessment. Upon motion of Director Mendoza and seconded by Director Simon, the Board directed staff and District engineer to provide Board with information with possible means to remedy the situation containing technological information plus the costs at the different ranges of pressure.

[During Director Comments, the public comment was made that on June 16, 1999, a sign was on the door explaining that the office was closed for training. Also, the answering service was taking calls.]

MINUTES  
JULY 7, 1999  
PAGE TWO

4. RETRO-FIT AGREEMENT APPROVAL

Review and approve a plumbing Retro-Fit Agreement for development

Mr. Jones explained that a Retro-Fit Agreement is necessary for any annexation to the District or Outside User Agreements who need to supply their own water. Upon motion of Director Kaye and seconded by Director Simon, the Board approved Resolution 99-703. Vote 5-0

**RESOLUTION NO. 99-703**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ESTABLISHING RETROFIT GUIDELINES**

5. REQUEST FOR SERVICE - TRACT NO. 2347

Request for water and sewer service for a 13 lot development between Tefft and Cyclone Sts.

Mr. Jones explained that a request was received from Urban Planning Concepts for an Intent-to-Serve Letter for Tract 2347, a 13-lot subdivision between Tefft St. and Cyclone Street.

Upon motion of Director Kaye and seconded by Director Mendoza, the Board approved an Intent-to-Serve Letter, with conditions as outlined in the revised Board letter, for water and sewer service for the 13-lot development known as Vista Verde Estates.

6. **CONSENT AGENDA** *The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the consent agenda and will be considered separately. Questions or clarification may be made by the Board members without removal from the Consent Agenda. The recommendations for each item are noted in parenthesis.*

a) **BOARD MEETING MINUTES (APPROVE)**

Approval of minutes of the June 16, 1999 Regular Board meeting.

Upon motion of Director Mobraaten and seconded by Director Mendoza, the Board unanimously approved the Minutes of the June 16, 1999 Regular Board Meeting.

**FINANCIAL REPORT**

7. APPROVAL OF WARRANTS

Upon motion of Director Kaye and seconded by Director Mendoza, the Board unanimously approved the Warrants presented at the July 7, 1999 Regular Meeting.

**OTHER BUSINESS**

8. MANAGER'S REPORT

Mr. Jones presented information on the following:

1. SLO-CSDA Chapter Meeting
2. CSDA - Board of Directors Election
3. SDRMA - Board Elections

9. DIRECTORS COMMENTS

District Legal Counsel, Jon Seitz, announced the need to go into Closed Session to discuss the following items:

**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 Neg, Dist. Rep. Gen. Mgr., Prop rep. Dana Estates, acquisition of tank site easement at Dana-Foothill & Tefft

d. Koch California LTD. vs. NCSD Case No. CV 990266

The Board came back into open session. The Board gave directions to Special Counsel concerning Shell Oil. It was announced that eminent domain proceedings had been filed on the Dana Estate Case No. CV990547.

**ADJOURN**

President Blair adjourned the meeting at 9:55 p.m.

**AGENDA ITEM**  
**JUL 21 1999**



TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 21, 1999

ACCEPTING WATER AND SEWER IMPROVEMENTS FOR  
APN 92-351-017 (KELLEY)

Upon completion of a developer's project, the District accepts improvements of the project when all requirements are met. The developer (Kelley) for APN 92-3351-017, a one lot development on Widow Lane, has installed sewer improvements and has met the District's conditions of installing the improvements, paid associated fees and provided the necessary paperwork, including the Offer of Dedication and the Engineer's Certification. Attached is a resolution accepting the water and sewer improvements for APN 92-351-017.

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

C:\W:Bd99\Accept Kelley.DOC

**RESOLUTION NO. 99-Kelley**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING THE SEWER IMPROVEMENTS  
FOR APN 092-351-017 (KELLEY)**

**WHEREAS**, on May 25, 1999, the District issued a conditional Will-Serve Letter for sewer service to APN 092-351-017 (Kelley) on Widow Lane in Nipomo; and

**WHEREAS**, the sewer improvements have been constructed and said improvements are complete and certified by his engineer; and

**WHEREAS**, on July 1, 1999, the Owner offered the 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 sewer fees for service, required in conformance with District Ordinances, have been paid in full for APN 092-351-017.

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

That the sewer improvements constructed to serve the APN 092-351-017 (Widow Lane) 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 21<sup>st</sup> day of July 1999.

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

ATTEST:

APPROVED AS TO FORM:

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

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

TO: BOARD OF DIRECTORS

FROM: DOUG JONES

DATE: JULY 21, 1999

**INVESTMENT POLICY - QUARTERLY REPORT**

The Board of Directors have adopted an Investment Policy for NCSD which states that the Finance Officer shall file a quarterly report that identifies the District's investments and their compliance with the District's Investment Policy. The quarterly report must be filed with the District's auditor and considered by the Board of Directors.

Attached is the June 30, 1999 Quarterly Report for your review. The Finance Officer is pleased to report to the Board of Directors that the District is in compliance with the Investment Policy.

After Board consideration and public comment, it is recommended that your Honorable Board accept the quarterly report by motion and minute order.

**NIPOMO COMMUNITY SERVICES DISTRICT**  
**INVESTMENT POLICY - QUARTERLY REPORT 6/30/99**

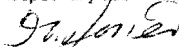
The District's investments are as follows:

TYPE OF INVESTMENT	INSTITUTION	DATE OF MATURITY	AMOUNT OF DEPOSIT 6/30/99	RATE OF INTEREST	ACCRUED INTEREST 6/30/99	AMOUNT OF DEPOSIT 6/30/98	RATE OF INTEREST	ACCRUED INTEREST 6/30/98
Money Market Checking	Mid-State Bank	n/a	\$26,542.44	0.50%	\$0.00	\$46,231.19	1.01%	\$0.00
Savings	Mid-State Bank	n/a	\$592.30	2.02%	\$0.00	\$12,697.11	2.54%	\$0.00
Pooled Money Investment	Local Agency Investment Fund	n/a	\$5,835,271.89	5.08%	\$70,982.18	\$5,024,424.93	5.67%	\$72,256.28

n/a = not applicable

As District Finance Officer and Treasurer, I am pleased to inform the Board of Directors that the District is in compliance with the 1999 Investment Policy and that the objectives of safety, liquidity, and yield have been met. The District has the ability to meet cash flow requirements for the next six months.

Respectfully submitted,

  
Doug Jones  
General Manager and  
Finance Officer/Treasurer

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: JULY 21, 1999

**MANAGER'S REPORT****1. U S Water News Article**

- a. Article on desalination
- b. Article on water rights

**2. CA-NV AWWA Conference**

Enclosed is a flyer on the upcoming California Nevada American Water Works Association Conference. If any Board member wishes to attend this conference, please notify staff and we will make arrangements.

**3. SLO CO Safety Element Draft**

The District received a copy of the San Luis Obispo County Safety Element Draft Document with respect to the General Plan. The document is in the District office for your review.

**4. QUARTERLY COMMENT LOG**

Attached is the quarterly comment Log along with a copy of the form on which calls are recorded.

**5. CAL. WATER JOURNAL**

Article on the environment

C:\W:\Bd99\MANAGER'S REPORT 072199.DOC

## Desalination becoming a major industry

By Clifford Nielsen

*U.S. Water News*

TAMPA, Fla. — Groundwater depletion in the Tampa, Florida region is depleting the resource so rapidly that nearby wetlands are being threatened. The answer of Tampa Bay Water, the water utility serving the region is to build a desalination plant that will produce fresh water at the rate 25 million gallons per day, or 10 percent of the area's water usage. The cost of the water will be only \$2 for every 1,000 gallons, or only twice as much as well water.

Tampa is not the only area of the U.S. and Europe studying desalination. Key West, Florida and several areas in California have been studying the process. And its possibilities are being eagerly embraced in dry central Spain and on the east coast of England where fresh water is in short supply.

In the instance of California, options of enough water have been limited to desalting or tertiary treatment of sewage. Even though it is a much less expensive process to treat sewage and the resulting product is perfectly clean, the idea "disgusts people" says Karen Rasmussen, a water industry analyst at the San Francisco firm of Frost & Sullivan.

Many industry analysts believe that as the cost of desalination keeps going down, it will become feasible to pipe desalted water even hundreds of miles inland in such water-thirsty areas as California and Spain. A plant is already under construction on the east coast of England, and desalination will likely be the choice of Las Vegas water officials to divert water from the Virgin River, a brackish tributary of the Colorado in Southern Nevada.

All of this interest means that the Tampa Bay project, scheduled to begin delivering water in 2002, will be watched with close attention. The project is being designed and built by a consortium led by Stone & Webster. The consortium approach, as opposed to asking for bids, is being used to find the most efficient possible method for the plant's high production.

Of the three technologies commonly used for desalting — distillation, electro dialysis and reverse osmosis — the latter two offer costs as low as \$2 per 1,000 gallons. Distillation is much more expensive. Both electro dialysis and reverse osmosis rely on membranes to separate salt from water. In electro dialysis, a charge from a positive to a negative pole drives brine through the membrane and allows clean water to emerge.

In reverse osmosis, a pump drives the brine into a chamber, and again the membrane lets fresh water pass through. It was a technique that was once almost as expensive as distillation until the early 1990s. Then sophisticated computer programs came into use that used the high speed flow of the water to augment the pumps in a fashion similar to that of a turbo charger in a gasoline engine.

Most industry observers, including officers of such corporations as the DuPont Company, who lost in the bid to design and construct the Tampa Bay facility, believe that success in the project could lead to the construction of many similar plants in the future and the emergence of desalination technology as a major industry.

Cost  
≈ \$650/Ac.Ft.

77  
AP/Day  
28,100  
AP/YEAR

# Court rules feds own water rights to springs, ponds on federal land...

Continued from Page 1  
the groundwater belong?

In 1996, a San Bernardino County superior court judge devised a "physical solution" that called for "equitable apportionment" among all the users.

Essentially, he gave everyone a portion of the groundwater, which meant they would have to purchase water elsewhere to meet their needs, or reduce their use. A theory that sets water rights by an arbitration system rather than under the established priority system.

Gorman responded by cultivating only about one-third of his 90 acres in order to live within his allotment.

"Buying the water I need to cultivate the rest would be a losing proposition," he said.

But according to a 4th District Court of Appeals ruling last summer in Riverside, Gorman may someday be able to once again use his entire farm for growing crops.

In effect, the appeals court judge said the trial judge had not given the farmers' water rights their proper due. Now the case is headed for the California Supreme Court. The two different rulings mirror competing interests inherent in California water law.

Eight California farm organizations have asked the state Supreme Court to uphold the state's long-established system of water rights.

The California Farm Bureau Federation wrote and submitted a brief on behalf of the Western Growers Association, Agricultural Council of California, California Cattlemen's Association, Nisei Farmers League, California Association of Winegrape Growers, and Grower-Shipper Vegetable Association and Rice Producers of California.

"Organizations representing producers of many different commodities, grown in many different parts of California, united to urge the Supreme Court to uphold our state's water-rights system," said Bill Pauli, CFBF president. "Maintaining that system is crucial to farmers and ranchers throughout California."

economist who studies water issues at the University of California at Davis, the state's groundwater laws are antiquated.

"California is still in the Daniel Boone sort of era in terms of groundwater," Howitt said. "To what extent does society have the right to control a landowner's pumping to achieve some social good?"

"Opponents of the priority water-rights system say it doesn't fit 21st-century realities, but we believe the system is well-suited to meet California's needs far into the future," countered California Farm Bureau Chief Counsel Nancy McDonough. "Through water transfers and other creative mechanisms, the priority system works for all California water users."

Jo Ann Auerswald, Mojave Water Agency spokesperson, said one farmer gave his own definition of water rights. "He told me, 'Only God gives water. God gave it to me, and I can take it,'" Auerswald said. "Water is a very emotional issue."

Auerswald said the water-rights issue was underscored when agency personnel attempted to count the number of wells on private property in the region and measure the amount of water being pumped.

"Workers were met by farmers with loaded shotguns," she said. "Some people did get chased away, some got shot at."

But not all farmers in the Mojave Desert see the trial judge's plan — the system still being used — as the end of their livelihood. Wayne Soppeland sees equitable apportionment as a new source of income.

Soppeland's wells once pumped groundwater from 77 feet below the surface, now the water table has reached the 100-foot level.

"I saw the water table dropping, and I saw the future of the area in some peril," Soppeland said.

Soppeland signed on to the apportionment plan, fearing that without some kind of restrictions the entire water supply would be in peril. He has sold most of his water rights to other agencies and may give up farm-

filed briefs with the state Supreme Court supporting the priority water-rights system include the Imperial Irrigation District of El Centro, the Westlands Water District of Fresno, and the Northern California Water Association.

California Farm Bureau spokesperson Dave Kranz said another solution to the shortage of groundwater is to make more surface water available for irrigation.

"One way is to make more water available by creating more storage," Kranz said. "The bureau supports offstream storage of any kind. It has encouraged government to raise the height of Shasta Dam and increase the versatility of Folsom Dam north-east of Sacramento.

"But given the current political situation, we may not see much movement on onstream storage," he added.

Kranz also disputed figures propagated by the media that indicate the state's agricultural industry uses 80 percent of California's water to grow more than half the nation's produce.

"The 1998 update of the California Department of Water Resources Water Plan lists environmental water use at 46 percent, agriculture at 43 percent, and urban use at 11 percent," Kranz said.

Kranz said California farmers grossed \$26.8 billion from "raw agricultural sales" in 1997. That figure, he said, reflects what the farmer was paid and does not include packaging or transportation.

PAGE 1

July, 1999

U.S. Water News

Litigation/Water Rights

## Court rules feds own water rights to springs, ponds on federal land

### Mojave Desert cities, alfalfa farmers wage war over groundwater

By Gareth W. Dodd

U.S. Water News

HINCKLEY, Calif. — From June through September, 24 hours a day, pumps on Virgil Gorman's 90-acre alfalfa farm draw water from 300 feet below the surface of the Mojave Desert to provide water that nourishes his fragile crop, and also protects it from the searing summer heat.

"Without the water the land is worthless," Gorman



But according to a 4th District Court of Appeals ruling last summer in Riverside, Gorman may someday be able to once again use his entire farm for growing crops.

In effect, the appeals court judge said the trial judge had not given the farmers' water rights their proper due. Now the case is headed for the California Supreme Court. The two different rulings mirror competing interests inherent in California water law.

Eight California farm organizations have asked the state Supreme Court to uphold the state's long-established system of water rights.

The California Farm Bureau Federation wrote and submitted a brief on behalf of the Western Growers Association, Agricultural Council of California, California Cattlemen's Association, Nisei Farmers League, California Association of Winegrape Growers, and Grower-Shipper Vegetable Association and Rice Producers of California.

"Organizations representing producers of many different commodities, grown in many different parts of California, united to urge the Supreme Court to uphold our state's water-rights system," said Bill Pauli, CFBF president. "Maintaining that system is crucial to farmers and ranchers throughout California."

But California, which uses more groundwater than any other state, lacks a system to define the rights and obligations of those who use it.

Priority goes to property owners who have "overlying rights" to the groundwater beneath their lands. But those rights can be restricted by the yet-to-be-defined concept of "reasonable and beneficial use."

Brian Gray, a water law expert at the University of California at San Francisco's Hastings College of Law, said competing interests could alter that concept. "Something that was reasonable 30 years ago may not be reasonable today," Gray explained. "And to give top priority to farms may be unreasonable."

According to Richard Howitt, an

Jo Ann Auerswald, Mojave Water Agency spokesperson, said one farmer gave his own definition of water rights. "He told me, 'Only God gives water. God gave it to me, and I can take it,'" Auerswald said. "Water is a very emotional issue."

Auerswald said the water-rights issue was underscored when agency personnel attempted to count the number of wells on private property in the region and measure the amount of water being pumped.

"Workers were met by farmers with loaded shotguns," she said. "Some people did get chased away, some got shot at."

But not all farmers in the Mojave Desert see the trial judge's plan — the system still being used — as the end of their livelihood. Wayne Soppeland sees equitable apportionment as a new source of income.

Soppeland's wells once pumped groundwater from 77 feet below the surface, now the water table has reached the 100-foot level.

"I saw the water table dropping, and I saw the future of the area in some peril," Soppeland said.

Soppeland signed on to the apportionment plan, fearing that without some kind of restrictions the entire water supply would be in peril. He has sold most of his water rights to other agencies and may give up farming entirely.

"My new income is about equal to what it was farming," he explained, "and it's likely to grow along with the price of water."

The farm group's brief to the state Supreme Court said the equitable apportionment system recommended by the trial court judge has been used to resolve water conflicts between states, but has never been used to settle a dispute based entirely within California.

"Equitable apportionment has never been used for an intrastate dispute of water in California and there is absolutely no legal or policy basis for its consideration at this time," the farm group said.

Other organizations that also have

## Court rules feds own water rights to springs, ponds on federal land

### Mojave Desert cities, alfalfa farmers wage war over groundwater

By Gareth W. Dodd

U.S. Water News

HINCKLEY, Calif. — From June through September, 24 hours a day, pumps on Virgil Gorman's 90-acre alfalfa farm draw water from 300 feet below the surface of the Mojave Desert to provide water that nourishes his fragile crop, and also protects it from the searing summer heat.

"Without the water the land is worthless," Gorman acknowledged.

But the water, which comes from Gorman's own wells, is precious. A vanishing resource that Gorman has used for years without restriction or outside interference to wrest a living from a harsh environment.

That unrestricted usage changed eight years ago when Gorman and seven fellow farmers filed suit against the Mojave Water Agency to keep their water rather than share it with nearby towns that have grown at a tenfold rate since the end of World War II.

The agency supplies water to a region that covers 4,800 square miles — an area the size of Connecticut.

And after eight years of legal wrangling, and two contradictory court rulings, the question still is: To whom does

Please turn to Page 11

# Overseeing Water For the 21st Century



## CA-NV Section, AWWA

**1999 Fall Conference  
San Diego, California  
October 26-29, 1999**

### CONFERENCE FACT SHEET

<b>DATE:</b>	October 26- 29, 1999
<b>LOCATION:</b>	Town & Country Hotel 500 Hotel Circle North San Diego, CA 92108-3091
<b>OPENING SESSION:</b>	Wednesday, October 27 - 8:30 am
<b>AWARDS LUNCHEON:</b>	Wednesday, October 27 - 12:00 pm to 1:30 pm
<b>TECHNICAL SESSIONS:</b>	Starting Wednesday, October 27 at 1:30 pm through Friday, October 29 ending at 3:00 pm
<b>BOOTH EXHIBITS:</b>	Wednesday, October 27 - 9:30 am to 6:00 pm and Thursday, October 28 - 9:30 am to 2:00 pm

#### CONFERENCE FEATURES

The CA-NV Section, AWWA 1999 Fall Conference will feature a wide variety of technical sessions, workshops, exhibits, fascinating speakers, and truly special events such as the Policy Maker's Forum, the Awards Luncheon with astronaut Mary Cleave, and the Murder Mystery Annual Dinner. Come join us down in beautiful San Diego for a timely look into the future of the water industry.

#### SPONSORSHIP OPPORTUNITIES

Various sponsorship opportunities are available for this conference. If interested, contact Lacy Goldsmith at (909) 291-2119.



#### ASTRONAUT DR. MARY CLEAVE IS SPEAKER AT 1999 AWARDS LUNCHEON

The 1999 Fall Conference Awards Luncheon will feature astronaut Dr. Mary Cleave. Dr. Cleave was selected as an astronaut in May 1980. She has flown two missions and has logged over 262 hours in space. She was mission specialist on the crew of STS 61-B in 1985 and STS-30 in 1989. During the latter mission, she deployed the Magellan Venus exploration spacecraft, the first planetary probe to be deployed from the Space Shuttle.

#### HOTEL RESERVATIONS

The CA-NV Section, AWWA has reserved a block of rooms at the Conference Host Hotel, the Town & Country. Please remember to state that you are with AWWA. The registration deadline to receive special conference room rates is October 1, 1999. Reservations accepted after the cut-off date will be on a space and rate availability basis only. For hotel room rates and reservations, call (800) 77-ATLAS.

#### REGISTRATION

If you are interested in registering for this conference, please use the Registration Form on the reverse side of this flyer. If you are interested in exhibiting (AWWA Organizational member \$950, Non Member \$1350 per 10'x10' booth) at this conference, or for general questions regarding the conference, please contact Joni Tingué at (909) 291-2104.

#### REGISTRATION FEES

*Through October 11, 1999* - Member \$210;  
Non Member \$270; Exhibits Only \$35  
*After October 11, 1999* - Member \$265;  
Non Member \$325; Exhibits Only \$45  
*One Day Registrations* - Wednesday \$140;  
Thursday \$120; Friday \$70; Student \$50  
*Please see reverse side for registration form and instructions.*

**We Hope  
To See You  
There!**





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:** JUNE 29, 1999

**TO:** INTERESTED PARTIES

**FROM:** WARREN HOAG, AICP, PRINCIPAL PLANNER

**VIA:** BRYCE TINGLE, AICP, ACTING DIRECTOR OF PLANNING AND BUILDING

**SUBJECT:** RELEASE OF THE PUBLIC HEARING DRAFT AND DRAFT ENVIRONMENTAL IMPACT REPORT FOR THE COUNTY SAFETY ELEMENT UPDATE

The public hearing draft of the proposed update of the Safety Element of the county general plan, along with the related Draft Environmental Impact Report, is now available for your review and comment. The Safety Element establishes policies and programs to protect the community from risks associated with seismic, geologic, flood and wildfire hazards. It is a major tool for identifying hazards that should be considered before making land use decisions.

This update would replace the county's 1977 Safety Element and 1975 Seismic Safety Element. The update addresses earthquake faults recognized since 1975, looks at new ways of dealing with natural disasters based on recent local and state events, and brings the existing elements into compliance with changes in state law. The update has been prepared with the assistance of a consultant team and a technical advisory committee. The prior public review draft of the Safety Element update was the subject of three workshops held throughout the county during September and October, 1998. After the workshops, the comments received were used to prepare the public hearing draft of the Safety Element update.

A Draft Environmental Impact Report (DEIR) has also been prepared by the County as lead agency for the update. The EIR will be used by the County Planning Commission and Board of Supervisors during the decision making process for the adoption of the Safety Element update. The DEIR evaluates the environmental consequences of implementing the policies, programs and standards proposed in the Safety Element update and identifies mitigation for environmental effects that are considered avoidable. The County is circulating this DEIR to public agencies, interested individuals and organizations and the general public for review and comment. **The review and comment period will end on August 23, 1999 at 5:00 p.m.** Please address your written comments to:

Warren Hoag, Principal Planner  
Department of Planning and Building  
County of San Luis Obispo  
County Government Center  
San Luis Obispo, CA 93408

The county Planning Commission is tentatively scheduled to have a study session on the Safety Element on Thursday, August 26, 1999 and then hold the first public hearing on September 9, 1999. The exact dates and times of the study session and public hearing will be announced well in advance after final scheduling has been completed. Both meetings will be in the Board of Supervisors Chambers, County Government Center, San Luis Obispo, California. The Planning Commission-recommended draft update will be prepared and forwarded to the county Board of Supervisors for another round of advertised hearings, beginning at least 60 days after that draft becomes available.

The cities of Arroyo Grande, Atascadero, Grover Beach, Morro Bay, Paso Robles and San Luis Obispo are also participating jointly with the county as a means of updating their respective Safety Elements. The policy portions of the Safety Element for the cities will be released for public review individually by each city in accordance with schedules they will announce.

You are invited to review and comment on this proposed Safety Element update and DEIR. Copies of both the public hearing draft update and the DEIR are available for review and check out from:

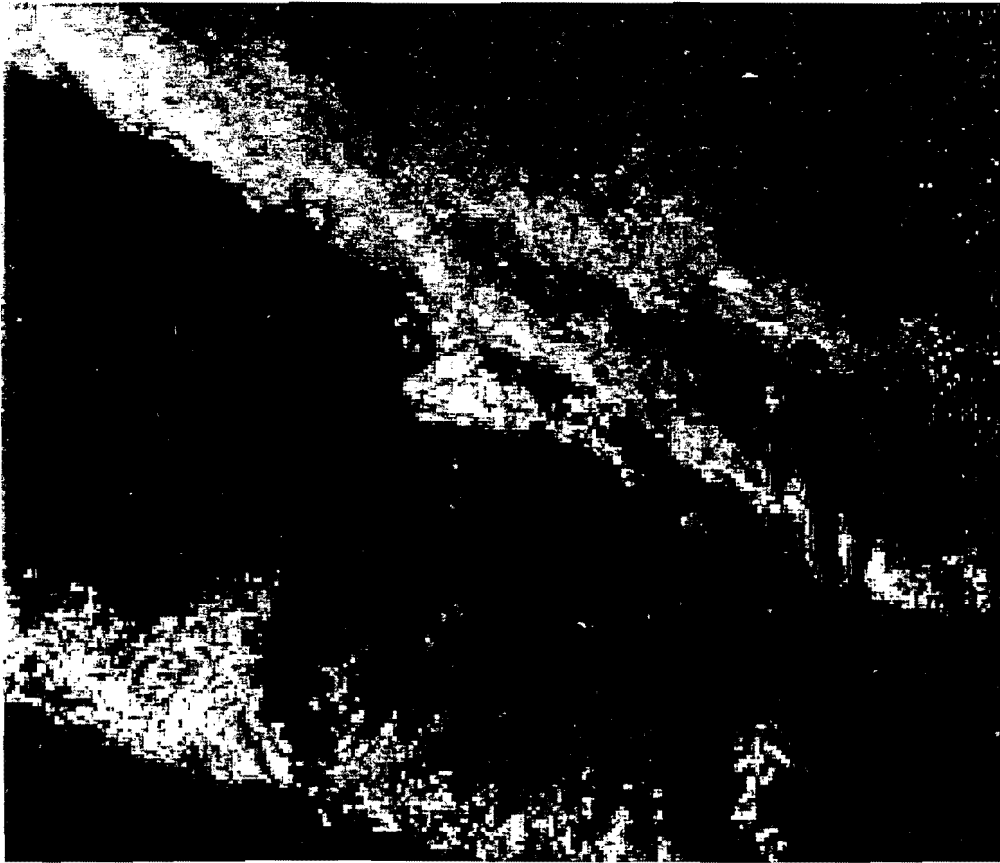
Department of Planning and Building,  
Public Information Section  
County of San Luis Obispo  
County Government Center, Room 310  
San Luis Obispo, CA 93408  
(805) 781-5600

Copies of the Safety Element update and the DEIR are also available for review at public libraries throughout the county. Copies of the public hearing draft of the Safety Element update may be purchased for \$25.00 by contacting the Public Information section of the department directly. If you have any questions about the county's Safety Element update and the DEIR, please call Warren Hoag, Principal Planner, at (805) 781-5982.

phdrt4.saf

# SAFETY ELEMENT

SAN LUIS OBISPO COUNTY GENERAL PLAN



**PUBLIC HEARING DRAFT**

SAN LUIS OBISPO COUNTY DEPARTMENT OF PLANNING AND BUILDING  
June 1999



# Contents

<b>1. Introduction .....</b>	<b>1</b>
Relationship to Other General Plan Elements .....	3
Limitations .....	3
Legal Requirements for Preparing a Safety Element .....	3
Goals — Policies — Implementation Measures .....	4
<b>2. Emergency Preparedness .....</b>	<b>5</b>
Critical Facilities .....	7
<b>3. Water Hazards.....</b>	<b>9</b>
Flood Hazards .....	9
Tsunami and Seiche .....	10
Dam Inundation .....	11
<b>4. Fire Safety .....</b>	<b>13</b>
<b>5. Geologic &amp; Seismic Hazards .....</b>	<b>17</b>
Seismic Hazards .....	17
Fault Rupture Hazards.....	17
Groundshaking Hazards .....	18
Liquefaction and Seismic Settlement .....	19
Slope Instability and Landslide .....	20
Coastal Bluff Erosion .....	22
<b>6. Other Safety Issues .....</b>	<b>23</b>
Aircraft Hazards .....	23
Radiation Hazards .....	24
Hazardous Materials .....	24
Electromagnetic Fields [EMF] .....	25
Radon .....	26
Hazardous Trees .....	26
Hazards from Unreinforced Masonry Buildings .....	27
<b>7. Schedule For Completing Programs &amp; Standards .....</b>	<b>29</b>

## COMMENT LOG

MARCH 1, 1999 THROUGH

June 30, 1999

DATE	LOCATION	COMMENT	CAUSE	ACTION TAKEN
3/1/99	625 JUNIPER	SAND IN WATER	HOUSE LOWER THAN STREET	FLUSHED
3/8/99	335 SUMMIT STATION	RAINBIRDS WONT RUN	LOW PRESSURE AM, SYSTEM OK	TO USE F.H. METER
3/11/99	760 BLACK OAK	SAND IN WATER	NEW CONSTRUCTION	FLUSHED
3/17/99	450 PIONEER	LOW PRESSURE	GATE VALVE BROKEN	REPLACED
4/5/99	1467 GOLF COURSE	LOW PRESSURE	KITCHEN FAUSET SCREENS	CUSTOMER TO FLUSH
4/14/99	1148 OAKMONT	LOW PRESSURE	8" LINE BROKE BY DECHANCE	REPAIRED/ABANDONED
4/16/99	223 OLIVOS	METER BOX TO LOW	CONTRACTOR SET TO LOW	RAISED METER BOX
4/16/99	615 W TEFFT	LOW PRESSURE	GARDNER TURNED VALVE LOW	ADVISED CUSTOMER
4/19/99	MONTECITO VERDE	SURFACING FLUIDS	GREASE PLUGGED OPENINGS	CLEANED
4/27/99	578 JANUARY	LOW PRESSURE	CUSTOMER PLUMBING	ADVISEDCUSTOMER
4/27/99	171 W WILSON	NO METER BOX LID	KIDS REMOVED AND BROKE	REPLACED
5/6/99	324 SUMMIT STATION	LOW PRESSURE	SUNDALE WELL DID NOT TURN ON SCADA FAILED. TANK 72FT	TURNED ON WELL MANUALLY SPOKE TO CUSTOMER
5/13/99	1467 DALE	LOW PRESSURE	25 LBS AT HOUSE	SPOKE TO CUSTOMER
5/18/99	924 BLUEGUM	LOW PRESSURE	BROKEN SPRINKLER 65LBS	ADVISED CUSTOMER
5/18/99	771 WIDOW	AIR & SAND IN WATER	CONTRACTOR BROKE LINE	FLUSHED
5/19/99	715 SANDYDALE	SAND IN WATER	POSSIBLE OMEGA WELL	FLUSHED
5/21/99	234 SUMMIT STATION	LOW PRESSURE	PRESSURE AT METER OK	SPOKE TO CUSTOMER
5/28/99	159 ORCHARD	SUDDEN DROP IN PRESSURE	CHECKED CUST VALVE	PRESURE OK AT METER
6/7/99	1467 DALE	LOW PRESSURE, AIR IN LINE	PRESSURE AT METER OK	TO INSTALL FLOW CHART
6/9/99	238 TREVINO	AIR & SAND IN WATER	CUSTOMER LEAK	FLUSHED
6/10/99	234 SUMMIT STATION	NO WATER, SAND IN LINE	PRESSURE AT METER OK	FLUSHED
6/10/99	810 JESSICA	SUDDEN DROP IN PRESSURE	F.H. METER OPEN TO FAST	ADVISED CUSTOMER
6/11/99	234 SUMMIT STATION	SUDDEN DROP IN PRESSURE	F.H. METER OPEN TO FAST	DENIED FURTHER USE
6/11/99	508 BANYON	LOW PRESSURE	80LBS AT METER	ADVISED CUSTOMER
6/18/99	335 SUMMIT STATION	F.H. TO CLOSE TO DRIVEWAY	F-14 ORIGINAL INSTALLATION	INSTALLED BARRIER
6/23/99	650 SOUTHLAND	LOW PRESSURE	CUSTOMER PLUMBING	95LBS, ADVISED CUSTOMER
6/25/99	NCSD	VIA CONCHA RUNNING	CLA VALVE STUCK	REPAIRED
6/25/99	234 SUMMIT STATION	LOW PRESSURE	SCADA FAILURE	CALLED TELEMETRYREPAIR
6/25/99	1345 EWING	LOW PRESSURE	CUSTOMER LEAK	ADVISED CUSTOMER
6/28/99	545 SANDY OAKS	LOW PRESSURE	NEW CONSTRUCTION	65LBS, ADVISED CUSTOMER
6/28/99	1467 DALE	AIR IN WATER	UNDETERMINED	NO AIR AT METER
6/30/99	447 MEREDITH	AIR IN WATER	UNDETERMINED	NO AIR AT METER, FLUSHED
6/30/99	865 JUNIPER	LOW PRESSURE	CUSTOMER LEAK	ADVISED CUSTOMER
6/30/99	707 DIVISION	WATER RUNNING IN STREET	CUSTOMER LEAK	ADVISED CUSTOMER
6/30/99	NSCD	LOW PRESSURE	CAR HIT FIRE HYDRANT	REPAIRED

WORK ORDER # Nº 1983

NIPOMO COMMUNITY SERVICES DISTRICT

TIME \_\_\_\_\_

TODAYS DATE \_\_\_\_\_ DATE PROMISED \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CUSTOMER \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

COMMENTS: \_\_\_\_\_

METER # \_\_\_\_\_ SIZE \_\_\_\_\_ LAST READ \_\_\_\_\_

USA# \_\_\_\_\_ CURRENT READ \_\_\_\_\_

NEW METER # \_\_\_\_\_

READ \_\_\_\_\_ TYPE \_\_\_\_\_

ACTION TAKEN \_\_\_\_\_

COMPLETED BY \_\_\_\_\_ TIME \_\_\_\_\_

WORK ORDER # Nº 2233

NIPOMO COMMUNITY SERVICES DISTRICT

TIME \_\_\_\_\_

TODAYS DATE \_\_\_\_\_ DATE PROMISED \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CUSTOMER \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

COMMENTS: \_\_\_\_\_

METER # \_\_\_\_\_ SIZE \_\_\_\_\_ LAST READ \_\_\_\_\_

USA# \_\_\_\_\_ CURRENT READ \_\_\_\_\_

NEW METER # \_\_\_\_\_

READ \_\_\_\_\_ SIZE \_\_\_\_\_ TYPE \_\_\_\_\_

COMPLETED BY \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

WORK ORDER # Nº 2733

NIPOMO COMMUNITY SERVICES DISTRICT

TIME \_\_\_\_\_

TODAYS DATE \_\_\_\_\_ DATE PROMISED \_\_\_\_\_

ACCOUNT # \_\_\_\_\_ CUSTOMER \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

COMMENTS: \_\_\_\_\_

METER # \_\_\_\_\_ SIZE \_\_\_\_\_ LAST READ \_\_\_\_\_

USA# \_\_\_\_\_ CURRENT READ \_\_\_\_\_

NEW METER # \_\_\_\_\_

READ \_\_\_\_\_ SIZE \_\_\_\_\_ TYPE \_\_\_\_\_

ACTION TAKEN \_\_\_\_\_

COMPLETED BY \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_

WORK ORDER # Nº 2733

NIPOMO COMMUNITY SERVICES DISTRICT

METER # \_\_\_\_\_ SIZE \_\_\_\_\_ LAST READ \_\_\_\_\_

SAMPLE OF WORK ORDERS FROM WHICH COMMENT LOG IS COMPILED



# California

# WATER JOURNAL

May 1999 Vol. 9 No. 5

The News of California Water

## THE ENVIRONMENT

### Environment Getting Better

*Report says forests, lakes, rivers are healthier.*

According to environmental advocates, America is still on course to some sort of environmental apocalypse. However, things may not be as bad as we think. According to a report released recently by the Pacific Research Institute (PRI), the environment across the nation has improved substantially and most of the damage we fret about occurred in previous generations. But at the same time, the report warns that each incremental improvement in the environment will cost more than the last and will continue to cost more in the future.

PRI's report, *The 1999 Index of Leading Environmental Indicators*, cites dramatic declines in overall pollution levels, and major improvements in the general condition of forests, lakes, rivers, and wildlife habitat. While acknowledging the importance of protective legislation, PRI credits material and technological progress for many of the improvements.

The report acknowledges that Americans value environmental protections more now than in the past with public opinion polls showing consistent support for environmental protection regardless of economic conditions, and across partisan lines and political ideologies. Two-thirds of Americans, ac-

ording to a Wirthlin poll, consider themselves to be either active environmentalists sympathetic to environmental concerns. Environmental consciousness is also increasing among prosperous peoples elsewhere in the world. This suggests that as the world becomes more prosperous, nations will not only have the wealth to afford high environmental standards, but will also find substantial political support for environmental protection among their citizens.

However, the report says there is a lot of pessimism and confusion about the state of the environment among Americans. It is not surprising that many Americans are not well informed about the details of specific environmental issues. By and large, people think overall environmental quality has gotten worse when in fact it has improved, and continues to improve, substantially.

"Environmental commentary is so fogbound in woe that few people realize measurable improvements have already been made in almost every area," said *Newsweek* reporter Gregg Easterbrook in his book *A Moment on the Earth*.

The Wirthlin Group's annual poll of environmental issues has consistently found that up to 75% of those polle

see **Environment** page 1

## Environment from page 1

think that environmental problems will get worse in their lifetime. Moreover, according to a Roper-Starch poll, 57 percent of Americans agree with the statement that "The next ten years will be the last decade when humans will have a chance to save the earth from environmental catastrophe."

To paraphrase Mark Twain, the report states, "reports of the nation's environmental demise have been greatly exaggerated." PRI claims that over the last generation in the United States there have been dramatic declines in overall pollution levels with major improvements in the general condition of forests, lakes, rivers, and wildlife habitat. Further, there is good reason to believe that, during the next century, the rest of the world will experience these kinds of improvements.

The common perception is to give credit to laws and regulations enacted in the aftermath of the first Earth Day in 1970, such as the Clean Air Act, the Clean Water Act, and the creation of the Environmental Protection Agency. Although the effects of these laws and regulations are undeniably important, taking a longer-term perspective sheds new light on environmental progress and its fundamental causes.

### Three Kinds of Environmentalism

The PRI report describes three types of environmentalism:

■ The report sees environmentalism in its most modest form as an outgrowth of the public health movement. Just as an earlier generation of public health advocacy led to higher sanitation standards, the first generation of environmental laws such as the Clean Air Act and Clean Water Act were enacted to reduce risks to human health.

■ The second form of environmentalism is more philosophical — with the primary concern over the integrity and health of the natural world. Rooted in the romantic writers of the 18th century and later writers like John Muir and Aldo Leopold, it places an overriding intrinsic value on nature itself. Advocates view with suspicion any human transformation of the natural world. This view led to enactment of the federal Endangered Species Act.

■ The third form is when environmentalism is pushed to the extreme and becomes apocalyptic, radical environmentalism. Advocates are pessimistic

about the future of earth, often believing that human civilization is fundamentally disharmonious with the natural world. At the furthest extreme, advocates regard human beings as implacable enemies of nature and view technology, progress and economic growth with deep suspicion.

Polls show that about 70% of the general public consider themselves as "moderate" environmentalists. Most believe that technology, economic growth, and environmental protection go hand-in-hand. Yet, as the 57 percent response to the Roper-Starch survey statement that we have only a decade left to save the earth shows, there is a powerful undercurrent of apocalyptic sentiment among ordinary Americans. Interestingly, there has been no poll asking if people would be willing to give up their automobiles in order to save the planet.

### Environmentalism — A Sign of Progress

The report notes that there is nothing unusual about public anxiety for the future — environmental anxiety is paradoxically a sign of human progress and success. The main causes of human misery — war, famine and disease — have been conquered or dramatically minimized in the second half of the 20th century, which is the chief reason for the abrupt rise in world population in recent decades. Having conquered the main hindrances to human progress and well-being, the report says, we are now able to concentrate on secondary problems such as the environment.

Material and technological progress is what makes environmental protection possible in the Western world. Prior to recent decades, humans have tended to regard the wilderness as a foreboding place to be avoided, and nature as a dangerous or malevolent factor that is best conquered or subdued. It is only over the last two centuries — with the start of the industrial revolution — that citizens have come to have a benign view of nature and a preference for preserving wilderness and wildlife.

### The Role of Progress and Growth

The report says that while we tend to focus on laws and regulations as the primary instruments for environmental protection, it's essential to understand the more important role of technology and economic well-being in bringing about favorable environmental trends.

To be sure, the earliest phases of the industrial revolution led to severe envi-

ronmental degradation. But, at the same time, technological development and the drive for efficiency began to remedy much of the damage far earlier than is commonly perceived. A good example is the introduction of coal for heating and energy in Britain in the 17th century.

In their quest for firewood, Britons had nearly denuded the country of forests and by the mid-17th century, wood for any purpose in Britain had become scarce and expensive. "This period in British history," economist William Hausman wrote, "has been identified as containing the first 'energy crisis' of the modern era."

Coal emissions are harmful, but the adoption of coal reversed the severe deforestation that had taken place. The environmental tradeoff of air pollution for forest and habitat preservation was probably favorable in the short run.

However, the environmental harm from coal smoke intensified as urban areas grew more densely populated and modern industry emerged. This era culminated in the great London "fog" of 1952, in which nearly 5,000 people and hundreds of farm animals, died from coal smoke in a winter inversion. The episode led to the term "smog" to describe urban air pollution.

England moved swiftly to restrict the use of coal and wood for urban fuel purposes, possible only because of the availability of efficient substitute technologies — electricity and natural gas. The kind of severe urban air crisis that used to plague English cities no longer occurs anywhere in modern industrialized nations.

The health benefits from reducing high levels of urban air pollution were immediate and dramatic. Following the decline of smog in Manchester, England, bronchitis deaths fell by two-thirds at the same time that ambient smoke concentrations fell by more than 80 percent.

An equally vivid example can be seen in the trend of wood used for heating and fuel in the United States in the 20th century. At the turn of the century, nearly one-third of America's heating was provided by burning wood. As fuel oil, natural gas, and electricity became widely adopted starting the early decades of the century, the use of wood for fuel began declining rapidly from more than 5 billion cubic feet in 1900 to fewer than 500 million cubic feet in 1970. The inflation-adjusted price of lumber in 1900 was five times the price of

of lumber in 1970.

Most of the deforestation in America — ~~urred~~ before 1850 — mostly for agricultural purposes and not for fuel wood. By 1910, deforestation stopped and has reversed in the decades since then.

Coal and wood smoke were not the only air quality hazards at the turn of the century. At that time the primary mode of intra-city transport was still the horse-drawn cart or truck. There were about 1.4 million horse-drawn vehicles in the U.S. in 1900. The transport capacity of horses was 75% more than the railroads in 1900. As late as 1911 the value of horse-drawn transportation equipment produced was greater than the value of railroad equipment produced.

The air and water quality hazards from horse dung are obvious; a single horse would produce 12,000 pounds of manure and 400 gallons of urine a year, much of which fell on city streets. Brooms and shovels were the primary pollution control technology of the time.

Less obvious was the huge amount of cropland necessary to grow feed for the thousands of employed draft animals. A work horse consumed about 30 pounds of feed a day, or five tons a year. Land used for growing feedstock for horses peaked at 93 million acres in 1915 — an area nearly a third larger than all U.S. cities today. Now, very little land is used to grow feedstock for horses and the U.S. government discontinued the data series for feedstock land in 1961, because the acreage had shrunk almost to zero. The decline in land use to produce draft animal feed has doubtless contributed to the reforestation.

The substitution of the internal combustion engine for horse-drawn urban transport represented a landmark in environmental improvement, which led to lower amounts of urban particulate air pollution and water pollution from animal waste. These changes contributed significantly to the improvement in human health during the 20th century. Respiratory disease rates in the U.S., for example, have fallen eight fold during the century; this improvement is due to many factors, of course, but lower pollution is certainly prominent among them.

#### Effective Environmental Policy

The PRI report says there are countless other examples of private action, technological improvement, and economic growth that have improved the environment. PRI warns that it is too

often assumed that favorable environmental trends since the first Earth Day showing that some regulation has been good, means more regulation would be even better. While no reasonable person would suggest that we should have done without any form of the Clean Air Act or the Clean Water Act, but data illustrate that environmental improvement predates the environmental movement and the landmark legislation that followed in the wake of the first Earth Day.

The report gives credit to some regulations such as unleaded gasoline and catalytic converters on automobiles as examples of improvements that would not otherwise have occurred in the absence of legislation. These laws simply accelerated the process of innovation and efficiency that was already reducing pollution. The role of state and local pollution abatement laws dates back to the 1940s and the effectiveness of common law court rulings that date back more than a century are also often overlooked.

#### Future Improvements Will Cost More

In other words, the reports says, the role of recent environmental legislation has been overstated. Moreover, it is clear that we are reaching the point of diminishing marginal return on our pollution control investments.

Expenditures for air, water, and solid waste pollution control grew at double-digit rates during the 1970s, and though environmental spending has grown more slowly since then, it has still grown about twice as fast as GDP. Inflation-adjusted spending for pollution control has more than doubled since 1972, to over \$110 billion a year in 1992 dollars, or about 2.5% of GDP. Other categories of environmental spending probably bring total environmental spending close to more than \$250 billion, or about 3.5% of GDP—almost \$1,000 for every man, woman, and child in America. Moreover, credible economic estimates conclude that environmental regulation has diminished GDP from 2.6% to as much as 5.8% since the 1970s.

It is to be expected that nations will devote an increasing share of their wealth to environmental protection as they become more affluent, so these spending trends are not *per se* a reason for concern. Whether the improvements of the last 30 years were done as cheaply and effectively as possible is (clean) water under the bridge. More crucial at this point is whether the next dollar spent for environmental protection will


yield as much improvement or protection as the last dollar spent.

For example, air pollution control was estimated to have cost \$38 billion in 1994; the cumulative amount spent for air quality improvement since 1972 is nearly \$700 billion in current dollars. These expenditures have achieved substantial improvements, a 66% decline in particulates since 1972, for example. The new air quality rules adopted in 1997 for ozone and particulates, however, will triple or quadruple the annual cost of pollution abatement, but will achieve only a modest reduction in air pollution and may not produce any net health benefits to American citizens.

These high costs confirm the limitations of the mandate approach to environmental improvement. Legislation intended to protect nature, such as the Endangered Species Act and wetlands regulations, is another matter.

The extension of highly restrictive regulation to privately-owned land raises constitutional issues that will be grinding their way through the courts for a long time. A more fundamental problem, however, is that restrictive regulation of private land is environmentally counterproductive. Current regulations that lock up private land without compensation presents landowners with unfriendly incentives. As economist Richard Stroup puts it, the strong incentive for a person who discovers an endangered species living on his or her land is to “shoot, shovel, and shut up” before the regulators know about it. In other words, current regulations discourage environmental stewardship and aggravate the political conflict over environmental protection. In time the current approach to species and land protection can be expected to generate a strong political backlash. In contrast to laws and regulations aimed at pollution abatement, many of the laws aimed at preserving natural habitat have largely failed to meet expectations.

PRI praises groups such as the Nature Conservancy, which purchases land to preserve habitat, and the Defenders of Wildlife, which offers “reverse bounties” to western ranchers who allow endangered species to live on their land. They suggest that, instead of a one-size-fits-all approach imposed by a regulatory regime, the model for future environmental policy will emphasize markets, property rights, incentives, and cooperation.

*John Snyder*  
**AGENDA ITEM** 

**WARRANTS JULY 21, 1999**

**HAND WRITTEN CHECKS**

18161	SLO County Recorder	6.00
18162	FGL	44.80
18163	FGL	347.20
18164	Garing, Taylor & Assoc.	11,301.87
18165	Groeniger & Co.	533.54
18166	MCI	13.63
18167	SLO Health Dept.	1,435.31
18168	The Gas Company	2,991.77
18169	Publications Coordinator	10.00

**COMPUTER GENERATED CHECKS**

11045	07/21/99	ALL PURE CHEMICAL CO	\$553.61
11046	07/21/99	ROBERT BLAIR	\$100.00
11047	07/21/99	CENTRAL ELECTRIC	\$220.17
11048	07/21/99	CLANIN & ASSOCIATES, INC.	\$2,161.76
11049	07/21/99	CLAY'S SEPTIC SERVICES, INC.	\$700.00
11050	07/21/99	CLEAR SOLUTIONS	\$637.07
11051	07/21/99	COMMUNICATIONS SOLUTIONS	\$448.96
11052	07/21/99	DANA PROPERTIES	\$205.90
11053	07/21/99	FED EX	\$14.00
11054	07/21/99	GTE CALIFORNIA	\$27.08
11055	07/21/99	GTE WIRELESS	\$54.54
11056	07/21/99	GROENIGER & COMPANY	\$447.27
11057	07/21/99	GREAT WESTERN ALARM AND COMMUNICATIO	\$25.00
11058	07/21/99	IKON OFFICE SOLUTIONS	\$65.38
11059	07/21/99	GENE KAYE	\$100.00
11060	07/21/99	MCI TELECOMMUNICATIONS	\$45.25
11061	07/21/99	ALEX MENDOZA	\$100.00
11062	07/21/99	MOBRAATEN, RICHARD	\$100.00
11063	07/21/99	PACIFIC BELL	\$202.15
11064	07/21/99	ALBERT SIMON	\$100.00
11065	07/21/99	TERMINIX INTERNATIONAL	\$42.00
11066	07/21/99	TIMES PRESS RECORDER	\$22.50
11067	07/21/99	WESTBURNE/AIR COLD INC.	\$63.72

C:\WARRANTS\W072199.doc