

# NIPOMO COMMUNITY SERVICES DISTRICT

## AGENDA

John Snyder

DECEMBER 1, 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. WATER SUPPLY FOR NEW HIGH SCHOOL

Lucia Mar School District requests to discuss potential options for providing the required water supply to the new high school.

4. PRIMARY ELECTIONS

Request from County Elections Office to use District facilities as a polling place for the March 7, 2000 Primary Election

5. REPLACEMENT OF PB WATER SERVICES

Request to go to bid to replace existing PB water services

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) WARRANTS (APPROVE)
- b) BOARD MEETING MINUTES (APPROVE)  
Approval of minutes of the November 17, 1999 Regular Board meeting
- c) OFFER OF WATER AND SEWER EASEMENT (TRACT 1712)  
Acceptance of water & sewer line easement/Tract 1712 (Hazel Lane & Tefft St.)

### OTHER BUSINESS

7. MANAGER'S REPORT

1. STATUS CSA-1F SEWERS CONNECTING TO DISTRICT
2. STATUS OF MONTECITO VERDE II CONNECTING TO DISTRICT
3. LETTER FROM TEMPLETON CSD RE: PLANNING & ZONING AD HOC COMMITTEE
4. CSDA CALENDAR OF EVENTS

8. DIRECTORS COMMENTS

### CLOSED SESSION

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

- a. SMVWCD vs NCSD Case No. CV 770214 and related cases  
Case Nos. CV 990556, CV 990391, CV 990392, CV 990558, CV 990266,  
CV 770214, SM 113422, SM 112867, SM 113425, SM 113421
- b. NCSD vs. State Dept of Health Services CV 990706
- c. NCSD vs. Shell Oil, et. al. Case No. CV 077387

None

### ADJOURN

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: DECEMBER 1, 1999

WATER SUPPLY FOR NEW HIGH SCHOOL

**ITEM**

Lucia Mar Unified School District is requesting to discuss potential options for providing the required water supply for the new high school.

**BACKGROUND**

Lucia Mar Unified School District acquired property just north of the District boundary on the southwest side of Thompson Avenue to construct a new high school for their growing enrollment. The School District approached NCSD and requested water and sewer services for the high school. There are two methods by which NCSD could provide these services to the school 1) annexation or 2) outside user agreement.

In conjunction with the purchase of the property, the School District was required to file and certify an Environmental Impact Report (EIR). The EIR identified project demands as follows:

"Water demand for the project will be 46,180 gallons per day for domestic consumption and 59,922 gallons per day for irrigation. Annual water consumption will be approximately 75 to 80 acre-feet per year."

"The project water demand would require a well source of approximately 100 gpm, pumped for a period of between 9 and 16 hours per day to supply the domestic and irrigation needs for the entire school year."

The EIR identified two impacts:

1. Impact L1: The project would have a significant impact on groundwater resources if groundwater in overdraft are affected, or if the project is unable to meet NCSD annexation requirements (2:1) for offsetting mitigation for the annexed area.
2. Impact L2: The project would have a significant impact on groundwater resources if it relies on an on-site water well or does not meet NCSD annexation requirements (2:1) for offsetting project water demand.

The following mitigation measures were incorporated into the project description to avoid some impacts on the water resources:

- Annex the proposed site into the NCSD or enter into an outside user agreement per Government Code Section 56123 to enable the project to receive community water service.
- Install an 8-inch water main extension in Mallagh Street from its current terminus at Eve Street looped through the project site to Thompson Road water main.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: DECEMBER 1, 1999  
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WATER SUPPLY FOR NEW HIGH SCHOOL

The following additional mitigation measures were identified as necessary to reduce impacts on water resources to less than significant:

"To offset the increased water demand on NCSD water resources, the School District shall, to the extent feasible, pursue the installation of a groundwater well to NCSD standards at the Dana Elementary School site for dedication to the NCSD in exchange for water service pursuant to annexation or an outside user/extraterritorial agreement pursuant to Government Code Section 56133. The well shall be designed and tested to ensure the minimum production of 100 gpm. The School District shall also mitigate all environmental impacts associated with the well. If the well does not fully meet the production volumes needed, or if water supply conditions in the area preclude production and operation of the well, the School District shall comply with the NCSD's retrofit program to generate the remaining necessary water resources to allow service to the property."

Lastly the EIR adopted the following Mitigation Implementation/Monitoring plan:

1. Action to be Taken: Project will include the annexation of the property into the NCSD, or an outside user agreement, to obtain water service and comply with NCSD requirements to provide an off-setting water supply in the form of groundwater and retrofitting.
2. Entity to Take Action: School District to submit annexation or outside user agreement documents to NCSD for approval. School District shall develop water well and participate in retrofit program.
3. Timing/Duration: Annexation into NCSD with accompanying agreements to be approved prior to construction.
4. Interest Agencies/Department: County of San Luis Obispo Engineering Department, Nipomo Community Services District, LAFCO.

Pursuant to the EIR, which was approved and certified by the School Board, the School Board requested an outside user agreement. An agreement was developed and reviewed by both parties, including NCSD's water law attorney for impact on groundwater rights and the current general groundwater adjudication. An agreement was reached after significant amounts of resources were spent by both the School District and NCSD. Pursuant to Paragraph of 3.9 of the District/High School Agreement, the School District, in compliance with the prior EIR, agreed to provide a water supply to satisfy their water requirements. Section 3.9 states in relevant part:

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: DECEMBER 1, 1999  
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#### WATER SUPPLY FOR NEW HIGH SCHOOL

**"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 NCSD, and must meet NCSD's and the State Department of Health Services' requirements for water quality.

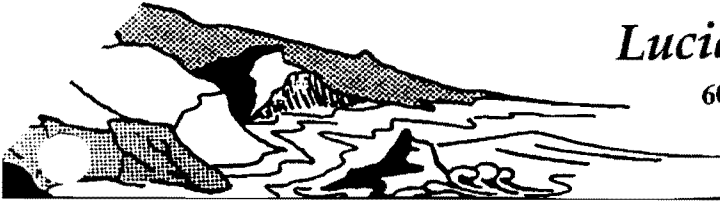
In lieu of establishing an original water source to satisfy the requirements of this Section, the School District may suggest other methods of satisfying this Section. Such suggestions shall be subject to the approval of NCSD. To the extent retrofits are available, one alternative method which is mutually acceptable to the School District and NCSD, 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..."

In consideration of the School District's financial needs, NCSD previously agreed to reduce the retrofit requirement from 2:1 (as required by District annexation policy) to 1:1 and waived the "Outside the District" monthly user fee and will charge the "Inside the District" monthly user fee.

#### **RECOMMENDATION**

1. Because of existing litigation and the potential for court-imposed future limitations, District Staff is hesitant to recommend modification of the Agreement at this time that would impact existing District water resources. If new information becomes available, or the litigation is terminated, then the issue can be re-addressed. This leaves open further discussions on considering existing wells and the NCSD Retrofit Program as provided in Section 3.9 of the existing Agreement (see above). Additionally see Sections 2, 3 and 4 of the November 15, 1999, letter from Nancy L. Depue; or \*
2. However, if the Board of Directors are inclined to readdress the Agreement to exempt public agencies (see paragraph number 1 of November 15, 1999, letter), then the following steps would be required because water would be provided from existing District resources:
  - (a) School District should quantify its water demand. Then, the District's water law attorneys should review the request and advise the Board on potential impact on existing litigation.
  - (b) After receiving the Attorney Opinion, if the Board desires to go forward, then the School District will be required to amend the EIR as required by California law.
  - (c) If the above items are completed to the satisfaction of the NCSD Board, the Board would consider amending pertinent ordinances and policies to allow governmental agencies to connect to District water sources as requested by the School District.
  - (d) Final step would be to amend the existing agreement.

\* It should be noted that any water source that does not have an existing pumping record or was not considered in the initial EIR should be reviewed as provided in Section 2, above, because of the potential impact on litigation and the groundwater basin.



## 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

November 15, 1999

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

Dear Doug:

Thank you for placing us on the December 1, 1999 Agenda at NCSD to discuss potential options for providing the required water supply for the new high school.

As Sandy Davis stated in her October 28, 1999 letter, there are several options for which we would like to discuss with the NCSD Board for consideration.

The options we would like to discuss include:

1. An ordinance that exempts public agencies from the requirement to provide a source of water for annexation.
2. The potential of deeding the Dana Elementary School's water well to NCSD which is currently producing 50 gpm.
3. The potential of upgrading the Dana Elementary School site well to produce 100 gpm and deeding this well over to NCSD.
4. Participate in the NCSD Retrofit Program.

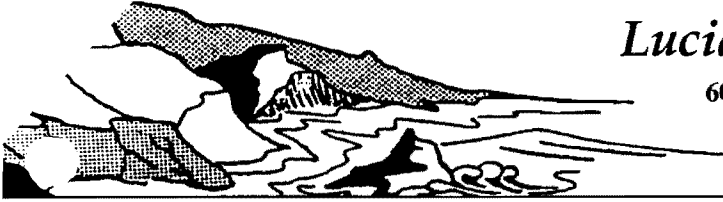
Thank you for all of your assistance in this matter. I am excited to resolve this issue so we can move ahead with plans for our new high school.

Sincerely,

Nancy L. DePue  
Superintendent

NLD:mg

NOV 18 1999



## 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

October 28, 1999

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

Dear Doug:

Lucia Mar Unified School District would like to request to be placed on the December 2, 1999 Agenda at NCSD to discuss potential options for providing the required water supply for the new high school.

There are several options for which we would like to discuss with the NCSD Board for consideration. We are requesting this item be listed as Discussion/Possible Action, Lucia Mar Unified School District Water Supply.

The options we would like to discuss include:

1. An ordinance that exempts public agencies from the requirement to provide a source of water for annexation.
2. The potential of deeding the Dana Elementary School's water well to NCSD which is currently producing 50 gpm.
3. The potential of upgrading the Dana Elementary School site well to produce 1,000 gpm and deeding this well over to NCSD.
4. Participate in the NCSD Retrofit Program.

Thank you for all of your assistance in this matter. We look forward to working with you to find a solution that benefits all.

Very truly yours,

Sandra G. Davis  
Assistant Superintendent, Business

SGD:mg

RECEIVED

NOV 1 1999

NIPOMO COMMUNITY SERVICES DISTRICT

COPY

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 10th day of August, 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.

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

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

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.

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.



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

**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.

**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)<sup>days</sup> 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.

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

EXHIBIT "A"  
LEGAL DESCRIPTION OF PROPERTY

LOTS 1, 2, 3, 4, 6, 7, 8, 11 AND 12 OF THE RESUBDIVISION OF THE  
NORTHERN PART OF LOT 24 OF THE H.C. WARDS SUBDIVISION OF THE  
RANCHO NIPOMO, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF  
CALIFORNIA, ACCORDING TO MAP RECORDED APRIL 13, 1887 IN BOOK A,  
PAGE 15 OF MAPS.

*FROM:* **LUCIA MAR UNIFIED SCHOOL DISTRICT  
HIGH SCHOOL #2  
Environmental Impact Report**

**L. WATER AND SEWER SERVICE**

**SEWER**

**1. Environmental Issue**

Sewage disposal will require the connection of the project to the NCSD sewer collection system or the installation of an on site septic system. The site is currently located outside the Nipomo Community Services District Boundary. The development of the school site will ultimately generate approximately 46,000 gallons of sewage per day. Connection to the NCSD system will impact existing NCSD facilities, while construction of a septic system may have detrimental effects on shallow ground water.

**2. Environmental Setting**

The site is currently adjacent to the northerly boundary of the Nipomo Community Services District. To obtain sewer service the high school site will require approval of annexation into the District by the Local Agency Formation Commission (LAFCO).

The site is located north of Eve Street and south of Thompson Road. The closest sewer main available to serve the site is an 8-inch main in Mallagh Street approximately 230-feet south of the Eve Street intersection. The sewage flows from the project will impact downstream sewer facilities including gravity collection mains, Tefft Street lift station, Main Lift Station and the wastewater treatment plant.

There is adequate capacity in NCSD gravity mains for current and future development in the eastern portion of the District. However, the capacity of the Tefft Street lift station per the NCSD water and sewer system master plan is currently inadequate for meeting future flows. The NCSD report states: "District Staff has observed that the existing wet well volume is inadequate, particularly to handle flows during power outages".

Construction of a septic system in this area of Nipomo is generally not a viable alternative. The soils in the area are classified as "severe" for septic systems due to very low permeability. The design of an on-site septic system will be required to meet the requirements of the Regional Water Quality Control Board's Basin Plan 83-12.

**3. Environmental Impacts**

**Project Impacts**

Construction of the high school will be in two phases. The first phase will generate approximately 22,000 gallons of sewage per day. The second phase will generate approximately 24,000 gallons per day, for a total project flow of 46,180 gallons per day.

The Nipomo Community Services District had a "Water and Sewer System Master Plan" prepared by Boyle Engineering in November 1995. In the report the Tefft Street Lift Station was identified as the only facility in the area of the proposed high school which would be undersized for the ultimate development of the area.

**Mitigation L1:** In order to accommodate campus buildout wastewater flows, if NCSD has not expanded the wet well and pumping capacity of the Tefft Street Lift Station prior to the construction of Phase 2 campus improvements, the School District will construct the necessary lift station improvements and enter into a reimbursement agreement with the NCSD to recoup the construction costs in excess of the School Districts proportional share of the improved capacity.

**Mitigation Implementation/Monitoring**

- 1) Action to be Taken: District to enter into a reimbursement agreement with NCSD and construct Tefft Street Lift Station improvements when warranted.
- 2) Entity to Take Action: District to enter into agreement with NCSD.
- 3) Timing/Duration: Secure agreement prior to annexation into NCSD. Construct improvements concurrent with Phase 2 expansion.
- 4) Interested Agencies/Department: School District and NCSD.

**Level of Significance After Implementation of the Mitigation Measure:** Construction of additional capacity at the Tefft Street Lift Station will reduce potential impacts to less than significant.

**WATER**

**5. Environmental Issues**

The site is located outside of, but contiguous to, the Nipomo Community Services District (NCSD) boundary and water service area. The project site is located in an area of extremely limited groundwater. Future on-site wells may not, in the long term, produce sufficient amounts of irrigation water and may be detrimental to surrounding groundwater wells.

**6. Environmental Setting**

According to the recently released State Department of Water Resources (DWR) draft "Water Resources of the Arroyo Grande–Nipomo Mesa Area", dated April, 1998, the easterly boundary of the Santa Maria Groundwater Basin is located roughly along the alignment of U.S. Highway 101 in the area adjacent to the site. The water bearing alluvium on the East Side of U.S. Highway 101 is generally shallow and relatively unproductive in this area.

The County of San Luis Obispo South County Area Plan–Inland Land Use Element states in the "Water Supply (RMS)" portion of the document that groundwater extractions in the Nipomo area may equal or exceed current supplies and there is difficulty in managing the basin as a long-term supply.

Groundwater east of U.S. Highway 101 is so limited that local agricultural land owners have formed the "Nipomo Valley Mutual Water Company" and are currently in the process of obtaining a turn-out location to access water from the coastal branch of the

criteria. NCSD requires that all annexed property have its own water source, sufficient to supply or offset its water needs so that no net increase in water demand on existing sources occurs. The District will consider existing wells, well sites, retrofit and State Water as potential options to meet this requirement.

NCSD has recently completed a new well in the westerly portion of the District to help meet peak summer water demand. However the well capacity is not considered available to support new development.

The project water demand would require a well source of approximately 100 gpm, pumped for a period of between 9 and 16 hours per day to supply the domestic and irrigation needs for the entire school year.

Lucia Mar Unified School District has two existing wells within the NCSD at Nipomo Elementary and Dana Elementary. These wells currently produce approximately 50 gpm each. According to School District Officials, the well at Nipomo Elementary was connected to the NCSD water system during an NCSD water shortage for approximately eight months. Once NCSD facilities were back to full production the connection was removed. The well at Dana Elementary is a small diameter well used for domestic and irrigation needs. This well is located in an area which has several wells producing 200 gpm or more for the Cal Cities Water Company.

*Dana Elementary School obtains all of its water from a well on the school property. The static water level was recently measured at 299 feet bow ground surface. The pump is set at 315 feet depth and originally had a design capacity of 80 gpm. This well currently pumps about 42 gallons per minute of water suitable for domestic uses due to the age of the pump and the deteriorated well condition. Some treatment of this water is necessary due to the corrosive nature of the water, so calcium chloride and soda ash are added to the water.*

*This well was constructed in 1959 to a depth of 383 feet with perforations from 243 feet to 383 feet depth and a static water level of 275 feet depth. Currently, the well has a total depth of 330 feet due to sanding problems. Pumping equipment has been replaced when it becomes worn out or as in the case recently, when the power source has been altered. At the time it was drilled, the well was tested at 270 gallons per minute with a pumping level of 331 feet; and at 98 gpm with a pumping water level of 300 feet depth. This well could not be used for the proposed school because it is fully needed to provide water to the existing elementary school but it does provide evidence that a new well at this school property should be able to produce an adequate quantity of good quality water for the NCSD which could offset the water demand for the new school site.*

According to the DWR report the groundwater levels west of the Dana school well site have steadily decreased over the past ten years, however, groundwater levels at the school site itself have not significantly changed. The installation and use of a larger diameter, higher production well at the Dana Elementary School site may impact wells in the surrounding area by creating a localized lowering of the water table and reducing water production. Prior to construction of the production well a test well and several piezometers should be installed and test pumped over several days to evaluate the impact on adjacent wells and water table levels.

*The groundwater level measurements at the Dana Elementary School well have varied with time, with water level measurements of 275 feet depth (1959), 270 feet (1960), 294 feet (1981) and 299 feet depth. A well located about one mile away (11N/34W-19Q01) has a long record of water level measurements which show that the water levels are higher during wet seasons and lower during dry periods but the water levels are a few feet lower now than was the case in previous equivalent rainfall years in this area. No noticeable impact on groundwater production has been observed at the Dana Elementary School well as a result of this water level fluctuation. Therefore, the water supply from this well has been reliable with the reduction in pumping capacity being largely due to the age of the well and pumping equipment. A new well at this site should have similar reliability to the Dana Elementary School well.*

**Impact L2:** The project would have a significant impact on groundwater resources if it relies on an on-site water well or does not meet NCS D annexation requirements for offsetting project water demand.

With respect to the overall capacity of the Santa Maria groundwater basin the impact of this project is not by itself significant.

The Dana school well site is between two sub-areas of the Santa Maria Groundwater Basin which have exhibited different trends over the past ten years. According to the DWR report the "central portion of the Nipomo Mesa" has experienced declines in groundwater levels of up to 40 over the past ten years while the eastern portion has generally seen a slight increase in groundwater levels. The Dana Elementary site is between these two areas and likely experiences underflow of groundwater flowing from the eastern portion of the mesa towards the pumping depression in the central portion of the mesa. The groundwater levels at the Dana Elementary site would therefore not be expected to substantially decline unless additional wells or groundwater extraction in the central portion of the mesa cause groundwater levels to the east to decline.

*The conditions for acceptability of a new well at the Dana School site by the Nipomo Community Services District is laid out in their comment letter on the draft EIR. NCS D has stated in its comment letter that in order to accept a well from the School District, the well must have been in use for five years, producing the equivalent amount of water to that required to service the proposed project. The NCS D would be able to produce this water under either an appropriative or a prescriptive water right.*

*A well on the Dana School property would produce water from the Nipomo Mesa sub unit of the Santa Maria Valley groundwater basins. The Thompson Road High School site is outside of the Santa Maria Valley groundwater basin (although within the watershed area tributary to the basin). Therefore, Nipomo Mesa sub-unit groundwater pumped for use at the high school site would be used under an appropriative groundwater right. The Santa Maria Valley groundwater basin has not formally been identified by the State or the Courts as being in an overdraft condition. Therefore, groundwater could be used under this type of water right for the proposed school. However, if the groundwater basin comes under some form of management as a result of adjudication, the appropriative water right would be considered as inferior to overlying water rights and could be restricted to when there is a surplus in the basin.*

- Install an 8-inch water main extension in Mallagh Street from its current terminus at Eve Street looped through the project site to the Thompson Road water main. (The design consultant shall verify that the proposed main size provides adequate fire flows.)

The following additional mitigation measure is necessary to reduce impacts on water resources to less than significant.

**Mitigation L2:** To offset the increased water demand on NCSD water sources, the School District shall, *to the extent feasible*, pursue the installation of a groundwater well to NCSD standards at the Dana Elementary School site for dedication to the NCSD in exchange for *water service pursuant to annexation and water service or an outside user/extraterritorial agreement pursuant to Government Code Section 56133*. The well shall be designed and tested to ~~verify the ability of the well to produce a~~ ensure the minimum production of 100 gpm. *The School District shall also mitigate all environmental impacts associated with the well.* If the well does not fully meet the production volumes needed, *or if water supply conditions in the area preclude production and operation of the well*, the School District shall ~~enter into agreement with the NCSD to allow them to undertake a~~ comply with the NCSD's retrofit program to generate the remaining necessary water resources to allow service ~~annexation to the property~~.

#### **Mitigation Implementation/Monitoring**

- 1) Action to be Taken: Project will include the annexation of the property into the NCSD, *or an outside user agreement*, to obtain water service and comply with NCSD requirements to provide an off-setting water supply in the form of groundwater and retrofitting.
- 2) Entity to Take Action: School District to submit annexation *or outside user agreement* documents to ~~the County of San Luis Obispo and local LAFCO~~ NCSD for approval. School District shall develop water well and participate in retrofit program.
- 3) Timing/Duration: Annexation into NCSD with accompanying agreements to be approved prior to construction.
- 4) Interested Agencies/Department: County of San Luis Obispo Engineering Department, Nipomo Community Services District, LAFCO.

**Level of Significance After Implementation of the Mitigation Measure:** The measure would reduce the impact to less than significant by providing off-setting water resources for the project which are not derived from areas experiencing ~~groundwater overdraft~~ lowered water levels, or would offset project demand by retrofitting existing land uses with water conserving devices, resulting in no net increase in water use within the NCSD service area.

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *S*  
DATE: DECEMBER 1, 1999

AGENDA ITEM  
DEC 01 1999

4

## PRIMARY AND GENERAL ELECTIONS

### ITEM

Use of District facility for Presidential Primary Election

### BACKGROUND

The District has received correspondence from the County Clerk-Recorders Office Election Department to use the District facilities as a polling place for the primary election on March 7, 2000. In the past the Board has allowed the County Election Office to hold the elections in the District Board Room with a nominal facility charge of \$20.00.

### RECOMMENDATION

Staff recommends to allow the Election Office to use the Board room as a polling place and charge \$20.00 for use of the facility. A motion would be in order and a second to use the District facility.

Board 99\election1.doc





# office of the county clerk - RECORDER

COUNTY OF SAN LUIS OBISPO

1144 MONTEREY ST. STE. A

SAN LUIS OBISPO, CALIFORNIA 93408 - AC/805 781-5228

JULIE L. RODEWALD  
COUNTY CLERK-RECORDER

JANET HALEY  
DEPUTY REGISTRAR OF VOTERS

REFERENCE: We are requesting the use of:

Name of Facility: Nipomo C.S.D. Office

Address: W. Dana St. & S. Wilson St.

as a polling place for the **PRESIDENTIAL EARLY PRIMARY ELECTION, March 7, 2000**

As you are aware, the conduct of an election requires certain equipment be used in conjunction with voting; i.e. tables, chairs, voting booths and ballot boxes. This equipment has to be delivered and set up for use before election day itself. Therefore, your approval for the use of your facility is also your OK for the voting equipment to be **delivered on the Friday BEFORE** the election. The delivery personnel will **set up the equipment at that time or come back on Monday to set up**, the day before the election. All equipment **will be removed on WEDNESDAY**, the day following the election.

On election day, your facilities will need to be open by 6:00 A.M. to allow the election board members entry. The polls remain open until 8:00 P.M. After this time, the election workers have other required duties and are usually out of the building by 10:00 P.M. One of the election board members will contact you before election day regarding election morning entry into the facility. If you have any questions about the delivery schedule, please call us at 781-5236 or 781-5226.

We appreciate your cooperation in the successful conduct of elections for San Luis Obispo County.

Sincerely,  
JULIE L. RODEWALD, County Clerk-Recorder

By *[Signature]* Deputy  
Craig R. Driver

NOV 10 1999  
MUNICIPALITY  
SERVICES DISTRICT

(cut here and mail bottom portion back)

The delivery, set up and removal of the voting equipment will require access to your facility on the Monday before the election and Wednesday the day after the election. To facilitate the work crews please fill out the following information:

1. Use of: Nipomo C.S.D. Office  
Yes  No
2. Free of Charge  
Yes  No
3. Facility Charge, \$ 20.00  
Yes  No
4. Building hours: (be specific for Monday the day before the election and the Wednesday following)  
8:00 AM - 4:30 PM
5. Will someone be present at the facility from 8 A.M. to 5 P.M. for the setup and delivery crew on the designated dates: Yes  No  If not, at what time would they be available: 8 AM - 4:30 PM
6. Primary Contact person & Phone number:  
Doug Jones 929-1133
7. Emergency Contact person(s) & Phone number(s):  
\_\_\_\_\_
8. Are a set of Keys available to facilitate the setup crew:  
Yes  No

Special Delivery and Setup instructions:

\_\_\_\_\_  
\_\_\_\_\_

Please return by: December 10, 1999

Print Authorizing Name: \_\_\_\_\_ Signature: \_\_\_\_\_

DEC 01 1999

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES *DJ*  
DATE: DECEMBER 1, 1999

**REPLACEMENT OF PB WATER SERVICE LINES**

**ITEM**

Requesting bids to replace PB water services

**BACKGROUND**

The District has been contracting for the replacement of the District's Polybutylene (PB) Pipe water services due to the many failures that have occurred. The District is presently experiencing about one failure per week occurring at odd times. The District crew are making the repairs which compromises the District's daily operations.

**RECOMMENDATION**

It is recommended that your Honorable Board authorize staff to request bids from private contractors to replace approximately 300 PB services. It is further recommended that a loan from the District's Property Tax Fund be made to pay for this work and be repaid from the PB law suit settlement monies. After the bids are received and a dollar amount is known, this item will be brought to the Board for award of bid and authorization of a loan transfer of monies from the Property Tax Fund.

C:\W:\Bd99\PB Services.DOC

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: DECEMBER 1, 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. 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) WARRANTS (APPROVE)
- b) BOARD MEETING MINUTES (APPROVE)  
Approval of minutes of the November 17, 1999 Regular Board meeting.
- c) OFFER OF WATER AND SEWER EASEMENT (TRACT 1712)  
Acceptance of water & sewer line easement/Tract 1712 (Hazel Lane & Tefft St.)

WARRANTS DECEMBER 1, 1999

HAND WRITTEN CHECKS

NONE

COMPUTER GENERATED CHECKS

11296	12/01/99	ROBERT BLAIR	\$100.00
11297	12/01/99	BLUEPRINT EXPRESS	\$2.53
11298	12/01/99	BOYLE ENGINEERING CORPORATION	\$2,000.00
11299	12/01/99	CALIFORNIA SPECIAL DISTRICTS ASSOCIA	\$1,418.00
11300	12/01/99	DWIGHT'S AUTOMOTIVE	\$340.90
11301	12/01/99	FGL ENVIRONMENTAL ANALYTICAL CHEMIST	\$337.40
11302	12/01/99	FIRST AMERICAN REAL ESTATE SOLUTIONS	\$231.32
11303	12/01/99	GTE CALIFORNIA	\$26.79
11304	12/01/99	GTE WIRELESS	\$30.26
11305	12/01/99	GROENIGER & COMPANY	\$496.00
11306	12/01/99	GREAT WESTERN ALARM AND COMMUNICATIO	\$25.00
11307	12/01/99	IKON OFFICE SOLUTIONS	\$69.55
11308	12/01/99	JOHNSON, DONNA	\$65.02
11309	12/01/99	GENE KAYE	\$100.00
11310	12/01/99	MCI TELECOMMUNICATIONS	\$48.57
11311	12/01/99	McKESSON WATER PRODUCTS	\$57.40
11312	12/01/99	ALEX MENDOZA	\$100.00
11313	12/01/99	MOBRAATEN, RICHARD	\$100.00
11314	12/01/99	PACIFIC BELL	\$134.43
11315	12/01/99	RICHARDS, WATSON & GERSHON	\$19,485.75
11316	12/01/99	SAN LUIS OBISPO COUNTY HEALTH DEPART	\$1,166.67
11317	12/01/99	SCIENCE APPLICATIONS INTERNATIONAL C	\$9,146.72
11318	12/01/99	SHIPSEY & SEITZ, INC.	\$3,170.00
11319	12/01/99	ALBERT SIMON	\$100.00
11320	12/01/99	STATE DEPARTMENT OF HEALTH SERVICES	\$3,604.40
11321	12/01/99	TIMES PRESS RECORDER	\$42.00
11322	12/01/99	UNDERGROUND SERVICE ALERT	\$115.00
11323	12/01/99	FLOYD V. WELLS, INC.	\$1,452.30
11324	12/01/99	WESTBURNE/AIR COLD INC.	\$20.19

C:\WARRANTS\W120199.doc

# NIPOMO COMMUNITY SERVICES DISTRICT

## MINUTES

AGENDA ITEM

DEC 01 1999

6<sub>b</sub>

NOVEMBER 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

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 Comments.

There were none.

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

3. REQUEST TO MAINTAIN OPEN SPACE - TRACT 2331 (WITTSTROM)

Request for the District to own and maintain open space

This item was postponed until the arrival of Ernie Del Rio from SLO County.

The request from the developer of Tract 2331 for the District to maintain open space and a trail system was reviewed. Several challenges in maintaining a trail system were presented to the Board.

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

Ernie Del Rio, San Luis Obispo County General Services Department - explained the procedures used by the County in maintaining the existing parks and trail systems.

Karl Wittstrom, Paso Robles, developer of Tract 2331 - explained his position with his tract and open space.

Mary Caldwell, 110 Dawn Rd., Nipomo - Open Space Committee member spoke in favor of open space, including a general overall plan for the Nipomo area.

Upon motion of Director Mendoza and seconded by Director Kaye, the Board unanimously decided to pursue the idea of the District involving itself in the recreational power that has been discussed and that we express to County authorities a willingness to contemplate and consider our involvement in such a plan. Vote 5-0.

**MINUTES SUBJECT TO BOARD APPROVAL**

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) WARRANTS (APPROVE)
- b) BOARD MEETING MINUTES (APPROVE)

Approval of minutes of the November 3, 1999 Regular Board meeting

There were no public comments. Upon motion of Director Kaye and seconded by Director Simon, the Board unanimously approved the items on the Consent Agenda. Vote 5-0

#### OTHER BUSINESS

7. MANAGER'S REPORT

Manager Doug Jones presented information on the following:

- 1. Article on low-flush toilets

8. DIRECTORS COMMENTS

The following directors commented:

Director Kaye - re: Greenhouse Meeting, Monday, Advisory Council in the future and the next Chamber of Commerce meeting Dec. 15<sup>th</sup> will feature John Janeck of the Woodlands Project.

Jon Seitz told Board about committee forming in Templeton re: Planning of land use. More info will be coming soon.

Director Mobraaten - re: PB pipe repair at Ridge Rd.

Director Simon - re: Black Lake Highlands project

Director Mendoza - re: development on Nipomo Mesa

District Legal Counsel, Jon Seitz, announced the need to go into Closed Session concerning the matter below.

#### CLOSED SESSION

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

- a. SMVWCD vs NCSD Case No. CV 770214 and related cases  
Case Nos. CV 990556, CV 990391, CV 990392, CV 990558, CV 990266, CV 770214,  
SM 113422, SM 112867, SM 113425, SM 113421

The Board came back into Open Session and had no reportable action.

#### ADJOURN

President Blair adjourned the meeting at 8:40 p.m.

**MINUTES SUBJECT TO BOARD APPROVAL**

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: DECEMBER 1, 1999

OFFER OF WATER AND SEWER EASEMENTS  
TRACT 1712 (NEWDOLL)

**ITEM**

Accepting the water and sewer line easements for Tract 1712

**BACKGROUND**

Mr. Robert Newdoll, developer of Tract 1712, is in the process of recording his tract map and wishes a Will-Serve letter from the District to do so. The District has requested easements for the water and sewer line providing service to this tract prior to issuance of a Will-Serve letter. Mr. Newdoll has gathered the necessary signatures from the property owners granting easements for water and sewer.

Attached is a map showing all the easements that are being accepted by the District. Each separate easement associated with the development is also included.

**RECOMMENDATION**

It is staff's recommendation that your Honorable Board approve the acceptance of the water and sewer line easements and authorize the General Manager to record such easements. The attached resolution has been prepared for the Board's approval.

C:\W:\Bd99\Hazel easements.DOC

**RESOLUTION 99- 714**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ACCEPTING WATER AND SEWER EASEMENTS (TRACT 1712)  
AND APPROVING DOCUMENT FOR RECORDING**

**WHEREAS**, Mr. Robert Newdoll, the Developer of Tract No. 1712 has presented easements and agreements affecting real property for recording for construction and maintenance of a water and/or sewer lines under and across the property referenced as APN 092-123-002, APN 092-123-031, APN 092-123-003, APN 092-123-030, APN 092-123-002, APN 092-123-001, and APN 092-123-003.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors of the Nipomo Community Services District, San Luis Obispo County, Nipomo, California, as follows:

1. The water and sewer easements associated with Tract No 1712 identified as:  
APN 092-123-002, APN 092-123-031, APN 092-123-003,  
APN 092-123-030, APN 092-123-002, APN 092-123-001,  
APN 092-123-003  
are accepted and approved for recording.
2. The General Manager is instructed to record the documents.

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

AYES: Directors  
NOES: None  
ABSENT: None  
ABSTAIN: None

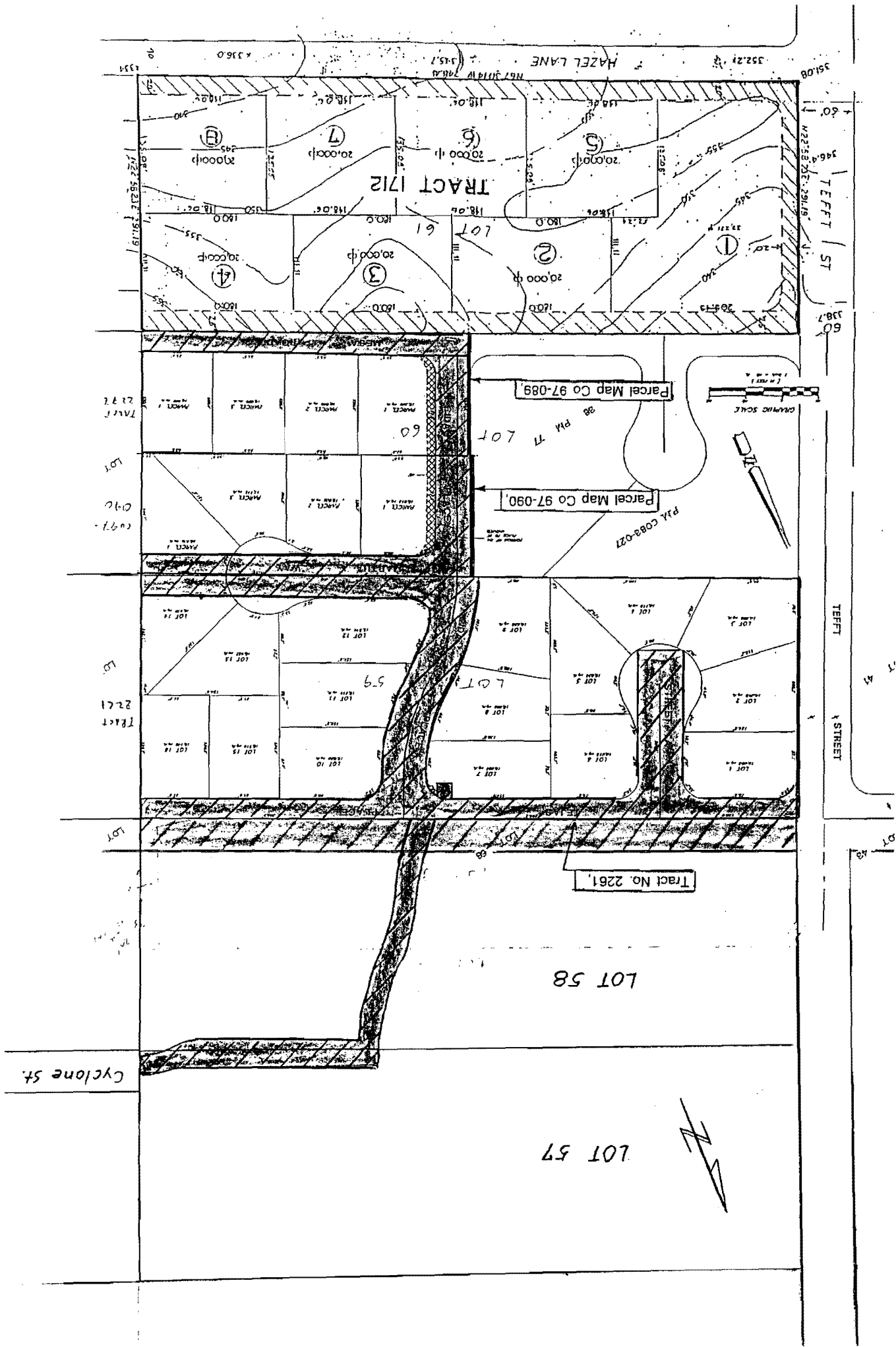
the foregoing Resolution is hereby adopted this 1<sup>st</sup> day of December 1999.

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

ATTEST:

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





RECORDING REQUESTED BY:

Nipomo Community Services District  
148 S. Wilson/P.O. Box 326  
Nipomo, CA 93444

AND WHEN RECORDED MAIL TO:

Name Nipomo Community Services District  
Street 148 S. Wilson  
Address  
City & State Nipomo, CA 93444

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO

Name John F. Boysen  
Street 916 Flagstone Drive  
Address  
City & State Santa Maria, CA 93455

Documentary transfer tax \$  
\_\_\_ computed on full value of property conveyed,  
\_\_\_ or computed on full value less liens and  
encumbrances remaining at time of sale.

Signature of Declarant or Agent

Determining tax. Firm Name

AGREEMENT AND  
GRANT OF  
EASEMENT DEED APN 092-123-002

THIS AGREEMENT, entered into \_\_\_\_\_, 1999, by and between John F. Boysen and Kathleen Ann Boysen TRUSTEES For The Boysen Family Trust (Grantors) and Robert Newdoll for R.H. Newdoll Construction, Inc. A Corporation (Developer) and NIPOMO COMMUNITY SERVICES DISTRICT (Grantee), a political subdivision of the State of California, herein referred to as (District).

WHEREAS, Developers own real property in the area of property owned by Grantors. Grantors own real property in fee simple as described in **Exhibit "A"** attached hereto and incorporated herein. Grantors desire to dedicate and convey a sanitary sewer easement to Nipomo Community Services District over and under a portion of said property to serve Developers' property.

## GRANT OF EASEMENT

Grantors, John F. Boysen and Kathleen Ann Boysen do hereby irrevocably grant, offer and dedicate in perpetuity to the Nipomo Community Services District an easement for the present and future construction, reconstruction, operation, repair and maintenance of a sanitary sewer pipeline system (District facilities) over and under that certain real property situated in the County of San Luis Obispo, State of California, as described in **EXHIBIT "B" and EXHIBIT "C"** (herein the Easement).

Grantor's do hereby further grant to District, its successors and assigns, the necessary rights of entry to and from the herein above described property for future construction, reconstruction, operation, repair, or maintenance of said sewer pipeline system.

## AGREEMENT TO CONSTRUCT SEWER PIPELINE

In consideration for said conveyance, Developers, at Developers' sole cost and expense, agree to install all sanitary sewer lines and appurtenances in accordance with District's standard plans and specifications, within the Easement, and construct an all weather surface access road over the Easement. This Agreement shall not be interpreted as obligating the District to construct said sanitary sewer pipeline or other public utilities upon or under the Easement or to construct and maintain the all weather surface access road.

## **AGREEMENT AFFECTING EASEMENT**

NOW, THEREFORE, the parties hereto agree to the following recitals:

1. It is anticipated by the parties that repair and/or replacement work will be performed by District on District facilities that are contained within the easement described in Recital 1 above.

2. Grantors agree not to construct any improvements such as retaining walls, driveways, patios and sidewalks, which could obstruct District access to the easement or cause damage to District facilities contained within the easement without first obtaining a recordable encroachment permit from the District.

3. Grantor will remove improvements constructed in violation of subparagraph "2" immediately at Grantors expense. if Grantors do not remove the improvements District is authorized to enter the easement and remove them. District shall charge all costs, including administrative costs, for the removal of said improvements to Grantors.

4. Grantors are allowed to construct improvements which do not damage District facilities or prevent District access to the easement such as wooden fences and landscaping, and approved standard roadway improvements.

5. In non-emergency situations, Grantors will remove all improvements described in subparagraph "4" above without cost to District upon 30 days written notice. If Grantors do not remove the improvements, District is authorized to enter the easement and remove them. Grantors are

responsible to District for all costs, including administrative costs, for the removal of said improvements by District.

6. In emergency situations, Grantors will remove the improvements described in subparagraph

with less notice from District. If circumstances dictate, District shall have the right to enter the easement immediately without notice and remove the improvements. Grantors are responsible to District for all costs, including administrative costs, for the removal of said improvements by District.

7. Grantors agree to hold District, its agents and employees, harmless and to indemnify District for any damages occurring to the easement due to District's exercise of its rights to remove improvements pursuant to subparagraphs "3", "5" and "6" above.

8. District has the right to enforce all reimbursement remedies described in subparagraphs "3", "5" and "6" above by all means available to the District including those remedies and enforcement procedures stated in Government Code Section 61621 et. seq.

9. Grantors further agree to indemnify, defend and hold harmless District, its agents and employees, from any claims, suits or losses of any kind (including attorney's fees and court costs) arising out of the maintenance of the maintenance of the easement or the removal of the improvements described in paragraphs "2" and "4" above.

10. These covenants shall run with the land and will be binding on the successors and assigns of the Grantors and shall insure to the benefit of District and its successors and assigns.

11. If any action of law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

12. The obligations stated in paragraphs 3, 6, 7, 8, and 9 shall terminate upon the completion of a street constructed pursuant to County standard specifications that includes the Easement.

13. Grantors will provide District its employees and agents, with reasonable access to the easement for the purposes of inspection and maintenance.

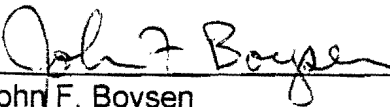
14. This agreement shall be recorded in the Official Records in the County Recorder's Office, San Luis Obispo county, and reference to this agreement shall be included in the first deed from Grantors

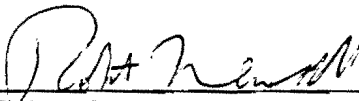
any subsequent purchaser of the property affected by this agreement.

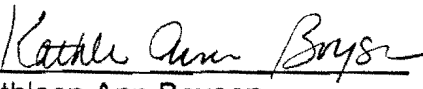
15. If for any reason the easement shall be rejected by Nipomo Community Services District, this Agreement shall become null and void.

GRANTORS:


DEVELOPERS:

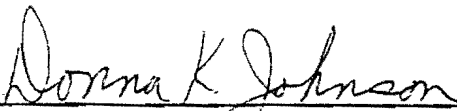
  
\_\_\_\_\_  
John F. Boysen  
(signature must be notarized)

  
\_\_\_\_\_  
Robert Newdoll  
(signature must be notarized)

  
\_\_\_\_\_  
Kathleen Ann Boysen  
(signature must be notarized)

NCS D

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

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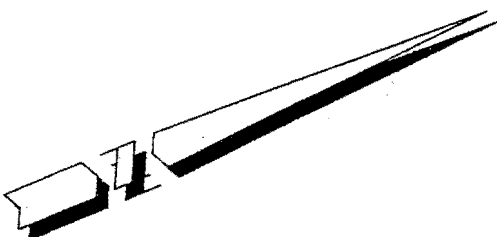
# EXHIBIT C

TEFFT STREET

LOT 59

LOT 58

25' WATER LINE AND SEWER LINE EASEMENT



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

LOT 64

LOT 65

**EDA** ENGINEERING  
DEVELOPMENT  
ASSOCIATES  
ENGINEERING - LAND SURVEYING - PLANNING  
1320 NIPOMO STREET, SAN LUIS OBISPO, CA 93401

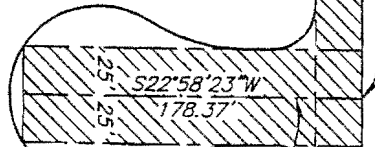
**WATER LINE AND  
SEWER LINE EASEMENT**

# EXHIBIT C

TEFFT STREET

PARCEL A

S67°34'12"E  
135.01'



PARCEL 3  
CENTERLINE OF  
50' SEWER LINE AND  
WATER LINE EASEMENT

LOT 59

LOT 58

$\Delta = 28^{\circ}49'53''$   
 $R = 250.00'$   
 $L = 125.80'$

N67°32'23"W  
15.00'

IDA PLACE

PARCEL C

PARCEL 4  
CENTERLINE OF  
50' SEWER LINE AND  
WATER LINE EASEMENT

S22°25'45"W  
49.49'

$\Delta = 28^{\circ}50'53''$   
 $R = 250.00'$   
 $L = 125.87'$

N67°33'14"W (RADIAL)  
378.80'

MARTHAWAY

PARCEL 1  
25' WATER LINE AND  
SEWER EASEMENT

PARCEL 2  
25' WATER LINE AND  
SEWER EASEMENT

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**EDA** ENGINEERING  
DEVELOPMENT  
ASSOCIATES  
ENGINEERING - LAND SURVEYING - PLANNING  
1320 NIPOMO STREET, SAN LUIS OBISPO, CA 93401

## WATER LINE AND SEWER LINE EASEMENT



MESA

EXHIBIT C  
PARCEL B  
PARCEL MAP C083-027

LOT 61

IDA PLACE

40' SEWER LINE AND  
WATER LINE EASEMENT

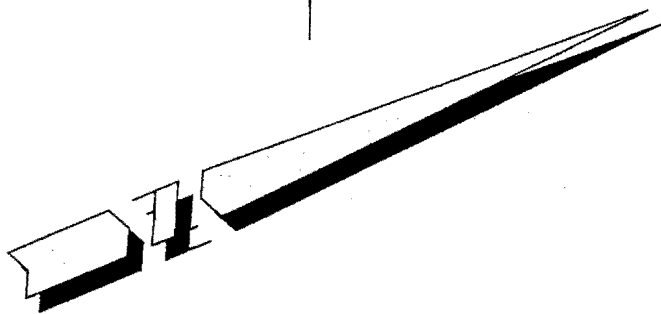
ROAD

PARCEL D

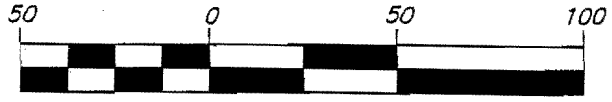
PARCEL C

MARTHA WAY

LOT 59



GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.

25' SEWER LINE AND  
WATER LINE EASEMENT

**EDA** ENGINEERING  
DEVELOPMENT  
ASSOCIATES  
ENGINEERING - LAND SURVEYING - PLANNING  
1320 NIPOMO STREET, SAN LUIS OBISPO, CA 93401

**SEWER LINE AND  
WATER LINE EASEMENT**

EXHIBIT C  
PARCEL B  
PARCEL MAP C083-027

LOT 61

MESA ROAD

25' SEWER LINE AND  
WATER LINE EASEMENT

40' SEWER LINE AND  
WATER LINE EASEMENT

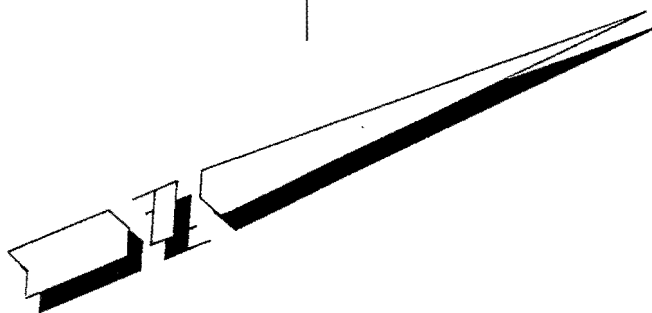
IDA PLACE

PARCEL D

PARCEL C

MARTHA WAY

LOT 59



GRAPHIC SCALE



( IN FEET )

1 inch = 50 ft.

**EDA** ENGINEERING  
DEVELOPMENT  
ASSOCIATES  
ENGINEERING - LAND SURVEYING - PLANNING  
1320 NIPOMO STREET, SAN LUIS OBISPO, CA 93401

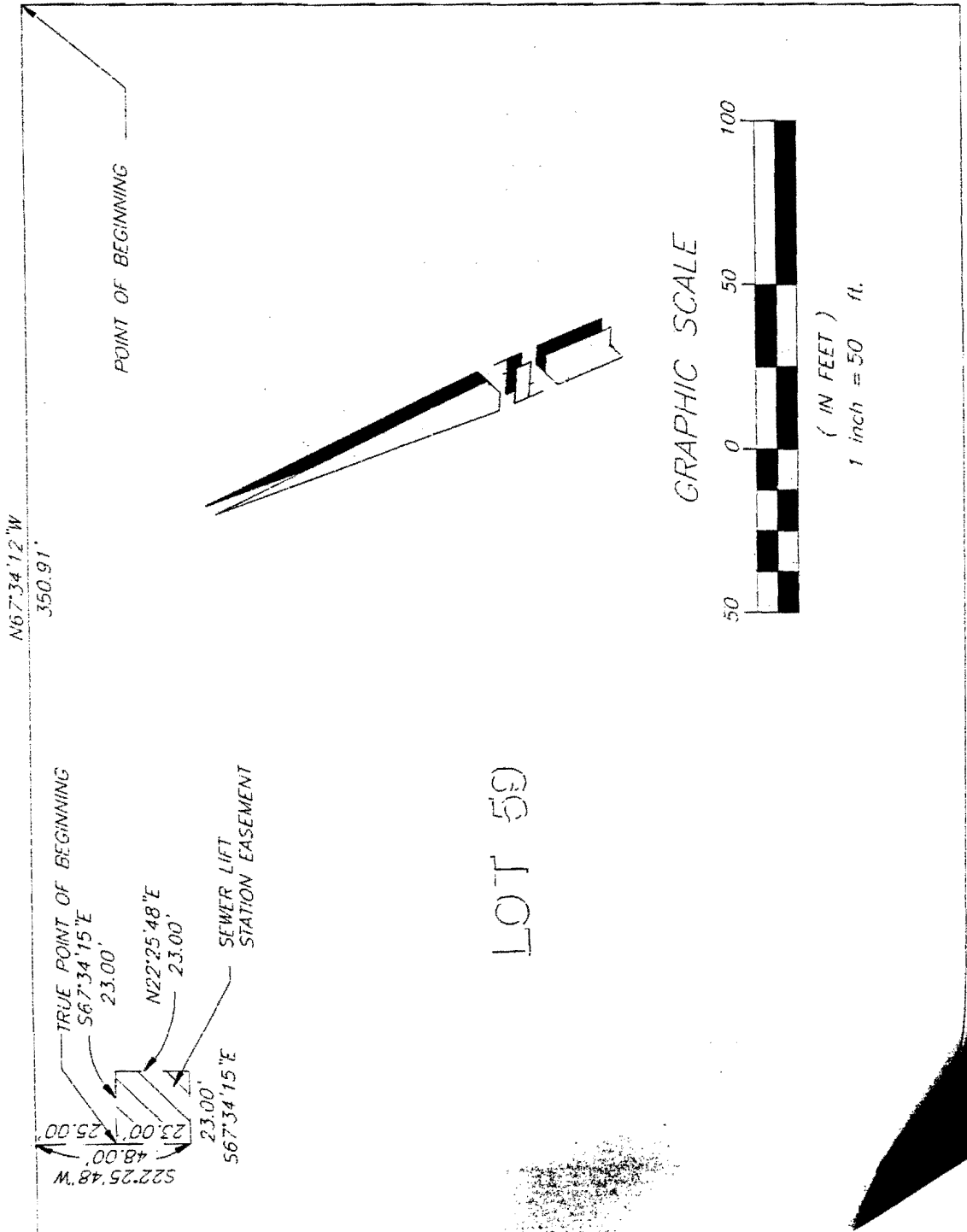
**SEWER LINE AND  
WATER LINE EASEMENT**

# SEWER LIFT STATION EASEMENT

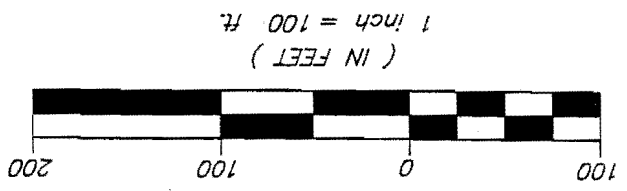
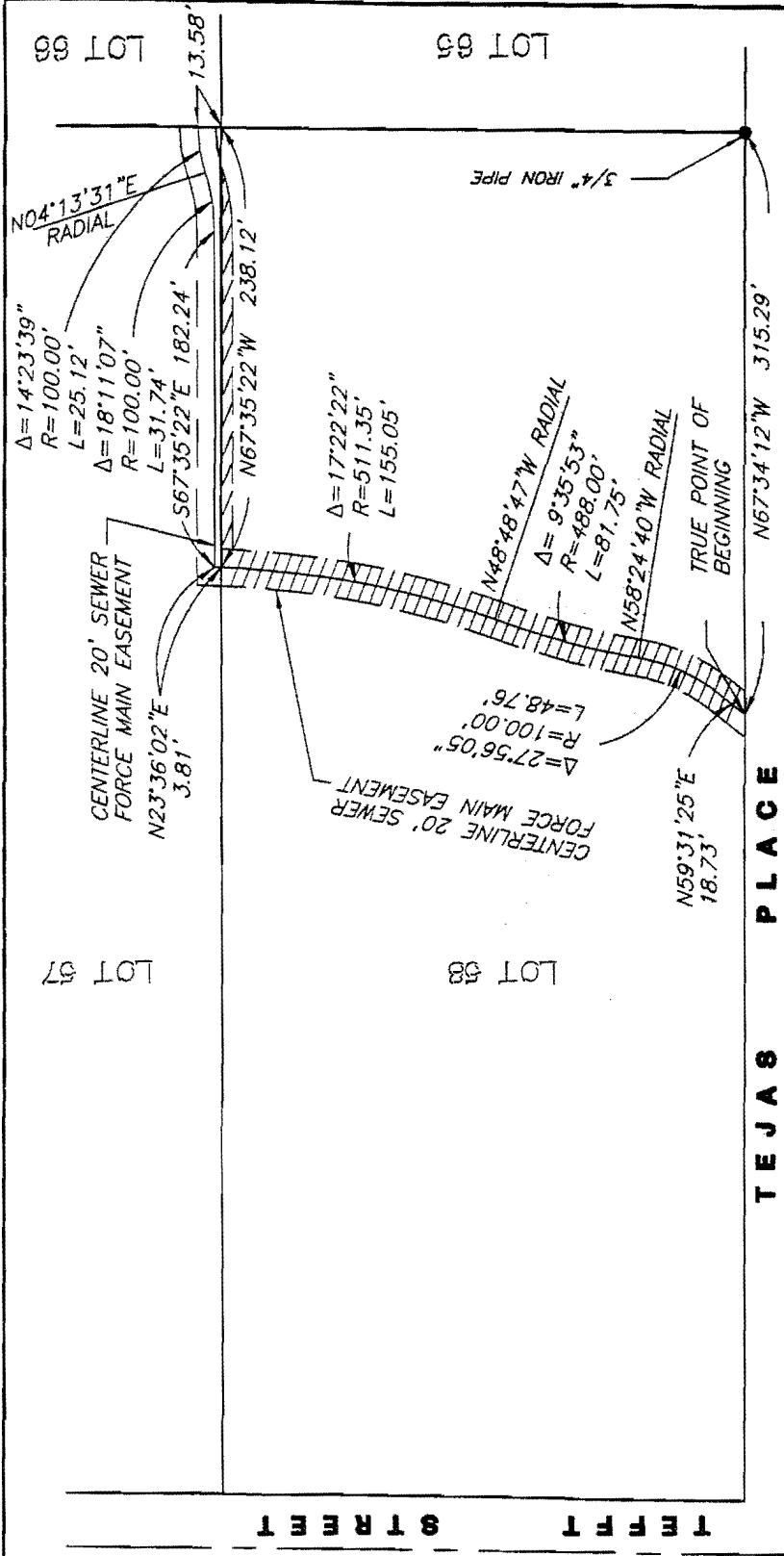
**EDA**  
 ENGINEERING  
 DEVELOPMENT  
 ASSOCIATES  
 ENGINEERING - LAND SURVEYING - PLANNING  
 NIPOMO STREET, SAN LUIS OBISPO, CA 93441

LOT 58

LOT 59



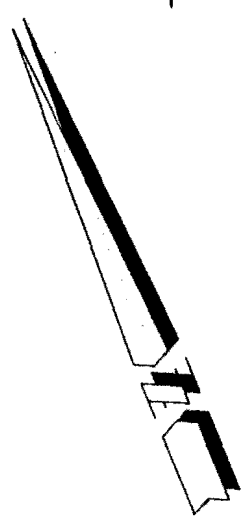
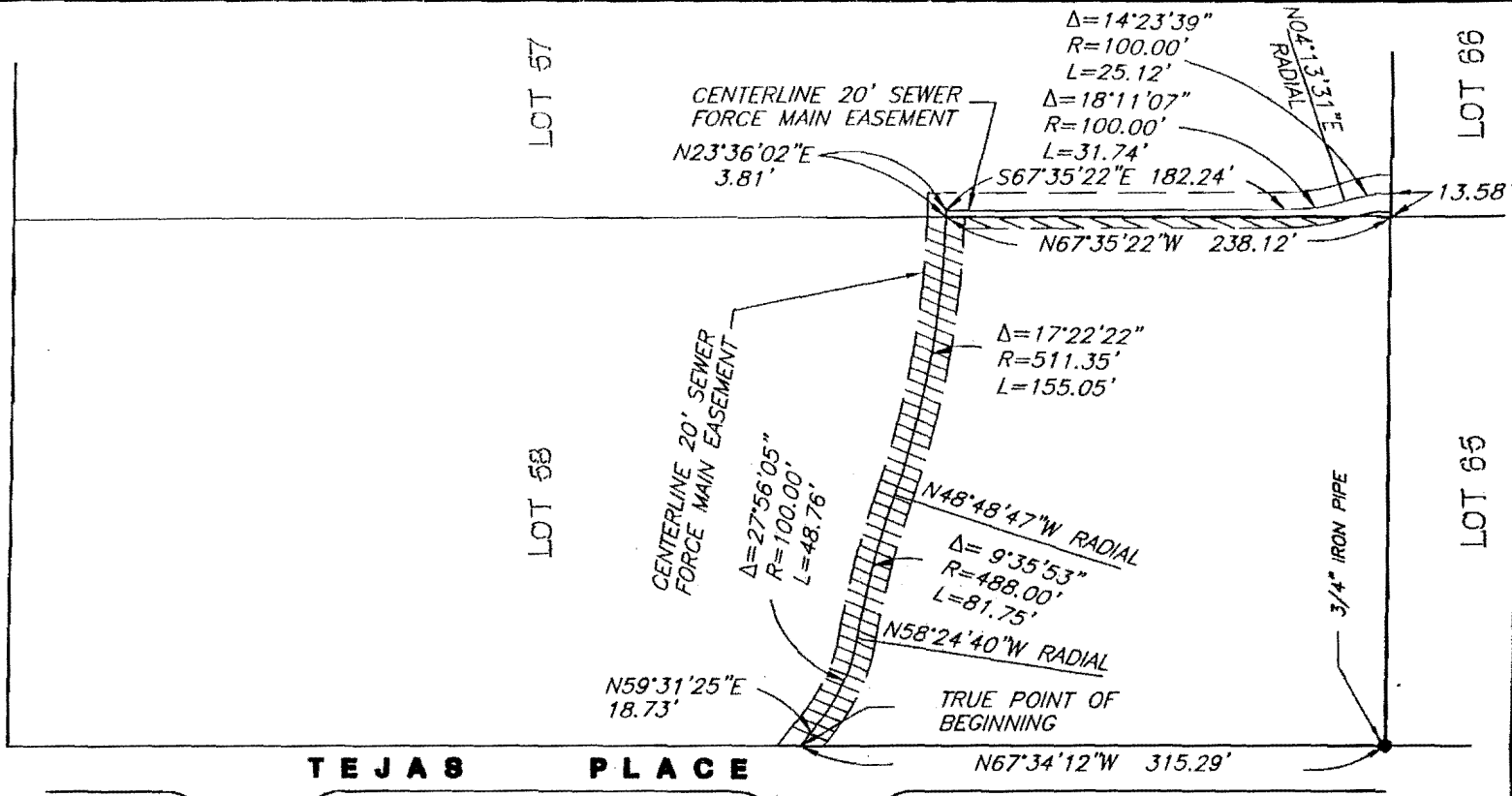
**SEWER FORCE MAIN EASEMENT**



**EXHIBIT C**

# EXHIBIT C

TEFFT STREET



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

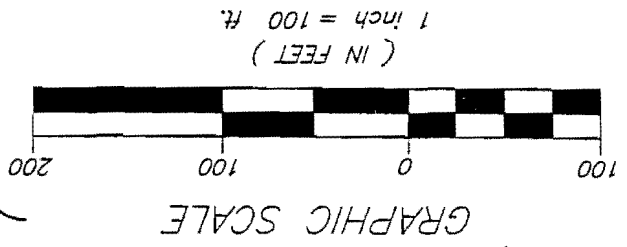
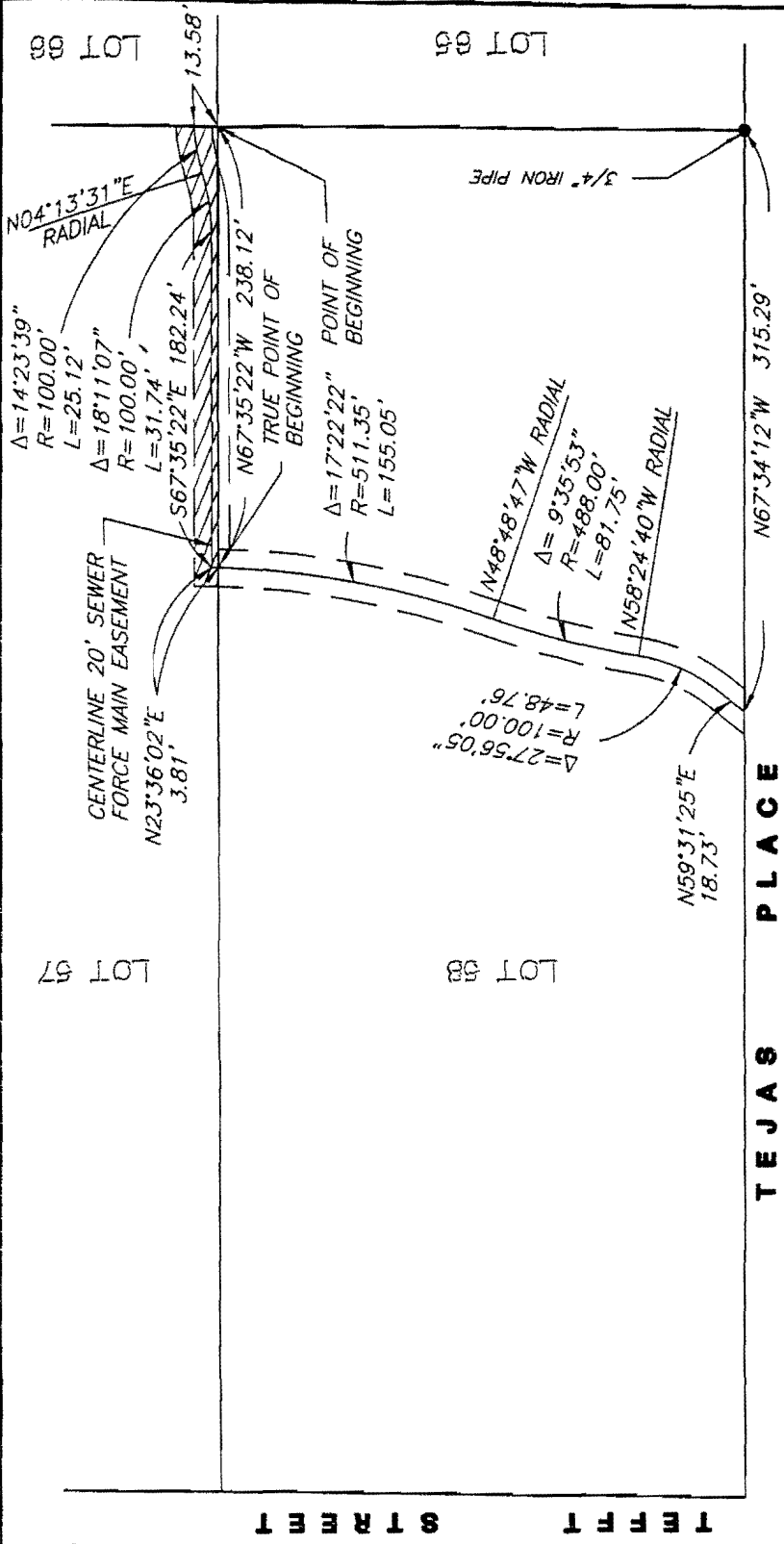
**EDA** ENGINEERING DEVELOPMENT ASSOCIATES  
 ENGINEERING - LAND SURVEYING - PLANNING  
 1320 NIPOMO STREET, SAN LUIS OBISPO, CA 93401

## SEWER FORCE MAIN EASEMENT

# SEWER FORCE MAIN EASEMENT

**EDA**  
ENGINEERING  
DEVELOPMENT  
ASSOCIATES  
ENGINEERING - LAND SURVEYING - PLANNING  
1320 NIPOMO STREET, SAN LUIS OBISPO, CA 93401  
LMR\D:\OPROJ-13\2169000\SEWERESM.DWG 10-20-99

JOB NO. 21690.200



TEJAS PLACE

TEFFT STREET

EXHIBIT C

TO: BOARD OF DIRECTORS  
FROM: DOUG JONES  
DATE: DECEMBER 1, 1999

## MANAGER'S REPORT

## 1. CSA 1A and 1F - Sewers connecting to District system

District staff met with the County Contractor, Cannon and Associates on Nov. 16 and discussed Galaxy Park connecting to the District system. Cannon indicated that they would complete their work in 4-5 weeks and give their report to the County.

## 2. Montecito Verde 2 - Connecting to the District system.

District staff met with PSHH on Nov. 17 to discuss the possible connection of the on-site disposal system serving Montecito Verde 2 to the District's collector system. The land use for the on-site disposal, once abandoned, reverts back to PSHH Corp. It was suggested that they sell the property which would pay for much of the improvements. They indicated that they would review this aspect.

Since the concrete structures are deteriorating due to hydrogen sulfate gases, staff is planning to budget funds next year to design and construct a connection to the District sewer system.

## 3. LETTER FROM TEMPLETON CSD RE: PLANNING &amp; ZONING AD HOC COMMITTEE

## 4. CSDA CALENDAR OF EVENTS

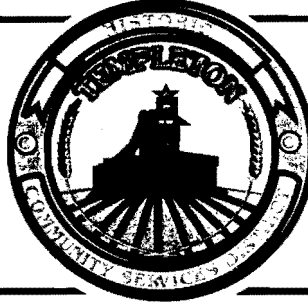
MGR 120199

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# TEMPLETON COMMUNITY SERVICES DISTRICT

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BOARD OF DIRECTORS  
Robert Bergman, President  
Clifford S. Beere, Vice-President  
Bill Engels, Director  
Keith Vreeken, Director  
John Gannon, Director



STAFF  
William Van Orden, General Manager  
Laurie Ion, Administrative Supervisor  
Richard Dolling, Utilities Supervisor

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P.O. Box 780 • 420 Crocker Street • Templeton, California 93465 • FAX (805) 434-4820 • (805) 434-4900

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November 23, 1999

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

Dear Doug,

Enclosed please find a letter addressed to your Board President and Directors regarding a request for support in appointing a Planning and Zoning Ad-Hoc Committee. We believe that such a committee would better represent our concerns and issues with respect to planning decisions that affect our individual communities.

I would appreciate your assistance in placing this item on your next Board agenda. If you have any questions regarding this request, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to be "W. Van Orden", written over a horizontal line.

William G. Van Orden, General Manager

NOV 24 1999



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# TEMPLETON COMMUNITY SERVICES DISTRICT

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BOARD OF DIRECTORS  
Robert Bergman, President  
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November 22, 1999

President and Board Members  
Nipomo CSD  
P.O. Box 326  
Nipomo, CA 93444

RE: Request for Support  
Planning & Zoning Ad-Hoc Committee

Dear Honorable President and Board Members,

On behalf of the Templeton CSD, and all CSD's in San Luis Obispo County, I am requesting your support for this District's efforts to have the Board of Supervisors appoint a Planning and Zoning Ad-Hoc Committee. The Committee composition would be as outlined in the attached letter to Chairperson Ovitt requesting, such a formation.

I am sure that your agency, like ours, has experienced frustrations in dealing with the County's Planning Department, and their lack of responsiveness to our recommendations regarding projects to be constructed within the boundaries of our agencies.

The Templeton CSD Board could move forward in making this request on its own. However, we believe that we would be in a better position to obtain the Board of Supervisors attention, if we all indicated our support for the establishment of an Ad-Hoc Committee to work on our concerns.

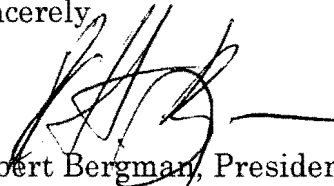
The support we are requesting from you is twofold. First, a letter addressed to the full Board of Supervisors, from your Board, urging their support of the creation of the Planning and Zoning Ad-Hoc Committee, and their appointment of two of their members, and indicated County staff, would

be appreciated. A copy of your letter to Bill Van Orden, General Manager of the Templeton CSD would also be appreciated. Secondly, we would request that you, on behalf of your Board, and District, speak directly to your Supervisor urging their support.

I will be submitting the attached letter sometime during the latter part of the week of November 22<sup>nd</sup>. It is our goal to have the item on the Board's agenda, shortly after the first of the New Year. It is my hope that there is sufficient time for your Board to review our request and take the appropriate action.

Let us start the new millennium by joining together with our united voices being heard. If you have any questions regarding the above request, please give Bill Van Orden, of our District a call at (805) 434-4900.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Bergman', with a horizontal line extending to the right.

Robert Bergman, President  
Templeton CSD Board of Directors

RB:lai

# Templeton Planning/Steering Committee

November 23, 1999

Supervisor Harry Ovitt  
Board of Supervisors  
County Government Center, Rm. 370  
San Luis Obispo, CA 93408

Dear Supervisor Ovitt,

We are hereby requesting that you have placed on a future agenda, a request by the Templeton Planning/Steering Committee to consider a more active role of the community in the planning and development issues in our community. Many residents of our town have experienced continued frustration over what is perceived to be development patterns and proposals that have run contrary to the wishes and vision of the community in general.

It is communities such as ours, with an estimated population of 5,000+ that need to be able to more firmly direct the growth patterns. Advisory groups have their purpose, and they should continue to focus on overall community issues, but a more focused "Area Planning Commission" could have a more direct and "hands-on" approach to proposals and development of specific areas. After all, we are the people who live here, and we are the ones being impacted by poorly placed land uses.

We would propose that the Board of Supervisors form an Ad-hoc Committee whose members could possibly include Mr. Paul Hood for his expertise in LAFCO matters, Mr. Victor Holanda and Ms. Pat Beck for their Planning Department experience, two Board Members, who represent a number of special districts, such as Supervisors Achadjian, Bianchi or yourself, and two Community Services District Representatives from the San Luis Obispo County Chapter of Special Districts. It would be our hope that communities such as ours, would be able to come to some agreement with the County through a Letter of Understanding, or some other devise, that would allow us greater autonomy, without having to force incorporation.

Perhaps, with the exchange of ideas and airing of issues, we may all come to a more mutual understanding of community needs, and County concerns.

We look forward to a positive response, and the opportunity to answer any questions you may have.

Sincerely,



William G. Van Orden

On behalf of the Templeton Planning/Steering  
Committee

WGV:lai

cc: TCSD Board Members  
SLO County CSD's – Boards of Directors  
Supervisor – 2<sup>nd</sup> District  
Supervisor – 3<sup>rd</sup> District  
Supervisor – 4<sup>th</sup> District  
Supervisor – 5<sup>th</sup> District

# CSDA 2000 CALENDAR OF EVENTS

*Watch for information coming to your district on these upcoming events!*

## Workshop on Wheels

This one-day training workshop is designed to provide a basic understanding of board member and manager responsibilities, as well as techniques for improving personnel management, finance management, intergovernmental relations and public outreach.

Registration Fee - \$85 Member/\$125 Non-Member

(All dates are tentative)

<u>Location</u>	<u>Date</u>
San Luis Obispo	January 21, 2000
Clovis (Fresno County)	January 26, 2000
Redding	February 2, 2000
Santa Rosa	February 9, 2000
Orange/San Diego County	February 15, 2000
San Bernardino	March 2, 2000

## Practicalities of District Management and Governance

One and a Half Day Workshop

(Exact date to be announced)

Registration Fee - \$160 Member/\$200 Non-member

Sacramento March 2000

## Sacramento Governmental Affairs Day

Registration Fee - \$100 Member/\$125 Non-member

Sacramento April 10, 2000

## CSDA 31<sup>st</sup> Annual Conference

Registration Fee - \$300 Member/\$375 Non-member

Monterey September 27-29, 2000