

TO: BOARD OF DIRECTORS  
REVIEWED: MARIO IGLESIAS  
GENERAL MANAGER  
FROM: PETER V. SEVCIK, P.E.  
DIRECTOR OF  
ENGINEERING & OPERATIONS  
DATE: MAY 19, 2016

**AGENDA ITEM  
E-3  
MAY 25, 2016**

**FIRE SERVICE REQUEST  
671 SOUTH OAKGLEN AVENUE, NIPOMO**

**ITEM**

Consider Fire Service request for Dana Adobe Visitor Center Project, 671 South Oakglen Avenue, Nipomo [RECOMMEND CONSIDER AND APPROVE APPLICATION].

**BACKGROUND**

The District received an application for a fire service for 671 South Oakglen Avenue, APN 090-171-036, on May 17, 2016 (Attachment A). The applicant, Dana Adobe Nipomo Amigos (DANA), needs a 6 inch fire service for the new visitor center building it is planning to construct. Attachment B is a site plan of the project. The fire service is necessary in order for the project to comply with CAL FIRE commercial fire sprinkler requirements. No additional or increased domestic water service is requested at this time. Thus, the request does not conflict with the current Stage III District Water Shortage Response and Management Plan implementation requirements.

DANA receives potable water service from the District under an Outside Users Agreement (Attachment C). The meter for the existing service is located on Amado and South Oakglen. The project will require that an 8 inch minimum diameter waterline be installed, in accordance with current District standards, from Amado and South Oakglen to the property. No change to the existing water service is planned other than it will be relocated from Amado to the property. The applicant will be required to pay the District's fire service capacity charges and an outside user rate for ongoing user rates and charges. Attachment D indicates the current location of the District's water system as well as the proposed waterline extension.

**FISCAL IMPACT**

Fire service capacity fees will be based on the final County approved project and CAL FIRE's fire service requirements. Based on the information provided, one (1) @ six (6) fire service will be required. The estimated fire service capacity fee deposit for the project is \$40,078 based on the current District fee schedule.

**RECOMMENDATION**

Staff recommends that the Board approve the Applicant's request for an Intent-to-Serve letter solely for a fire service for the project with the following conditions:

PROJECT-SPECIFIC CONDITIONS

- Applicant shall install a waterline, 8 inch diameter minimum, in accordance with District standards, in South Oakglen from Amado to the parcel, a distance of approximately 3000 lineal feet.
- Applicant shall install a new water service and backflow assembly on the new waterline at the property line to provide domestic service to the project and shall abandon the existing water service, in accordance with District standards. Project shall be served by a single one (1) inch meter and backflow assembly.
- Parcel shall be served by a single six (6) inch fire service and backflow assembly.

STANDARD CONDITIONS

- CAL FIRE of SLO County must approve the development plans prior to District approval. Fire capacity charges are applicable.
- Comply with District water conservation program.
- Pay all appropriate District fees associated with this development.
- Applicant shall provide the District with a copy of County application approval and County project conditions of approval.
- Enter into a Plan Check and Inspection Agreement and provide a deposit.
- A water master plan review of project impacts, at the applicant's expense, may be required.
- Submit improvement plans in accordance with the District Standards and Specifications for review and approval. Applicant shall provide plans consistent with current District Standards and based on the proposed project consistent with the County project conditions of approval.
- Any easements required for water improvements that will be dedicated to the District shall be offered to the District prior to final improvement plan approval.
- Any easements required for private water laterals shall be recorded prior to final improvement plan approval and shall be subject to District approval.
- All water improvements to be dedicated to the District shall be bonded for or otherwise secured in the District's name prior to issuance of Will-Serve letter.
- A Will-Serve letter for the Project will be issued after improvement plans are approved and signed by the District.
- Applicant shall make a non-refundable deposit ("Deposit") at the time the District issues a Will Serve Letter in an amount equal to the then calculated Fees for Connection.
- Fees for Connection shall be calculated and owing as of the date the District activates the fire service connection to serve the affected property from which the amount of the Deposit shall be deducted.
- Construct the improvements required and submit the following:
  - Reproducible "As Built" - A mylar copy and digital format which includes engineer, developer, and water improvements
  - Offer of Dedication
  - Engineer's Certification
  - Summary of all water improvement costs
- The District will set water meter(s) upon proof of a building permit from the County of San Luis Obispo, the District's acceptance of improvements to be dedicated to the District and the final payment of all charges and fees owed to the District.
- This letter is void if land use is other than commercial use as defined by the District.
- Intent-to-Serve letters shall automatically terminate three (3) years from date of issuance. However, Applicant shall be entitled to a one-year extension upon the following conditions:
  - Applicant makes written application for the extension prior to the expiration of Intent-to-Serve letter.

- Applicant provides proof of reasonable due diligence in processing the Project.
- Applicant agrees to revisions of the conditions contained in the Intent-to-Serve letter consistent with then existing District policies.
- This Intent-to-Serve letter shall be subject to the current and future rules, agreements, regulations, fees, resolutions and ordinances of the District.
- This Intent-to-Serve letter may be revoked, or amended, as a result of conditions imposed upon the District by a court or availability of resources, or by a change in ordinance, resolution, rules, fees or regulations adopted by the Board of Directors.
- The District reserves the right to revoke this "Intent-to-Serve letter at any time.
- The Applicant shall provide a signed copy of the Intent-to-Serve letter within thirty (30) days of issuance.

**ATTACHMENTS**

- A. Application for Fire Service
- B. Site Plan
- C. DANA Outside User Agreement
- D. Vicinity Plan

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ATTACHMENT A



# NIPOMO COMMUNITY SERVICES DISTRICT

148 SOUTH WILSON STREET  
POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326  
(805) 929-1133 FAX (805) 929-1932  
Web address: ncsd.ca.gov

Office use only:  
Date and Time  
Complete  
Application and  
fees received:  
**MAY 17 2016**  
NIPOMO COMMUNITY  
SERVICES DISTRICT

## VERIFICATION OF WATER AND/OR SEWER SERVICE FOR A SINGLE ASSESSOR PARCEL NUMBER

If your project requires a sub-division, use the Intent-to-Serve Application Form

- Assessor's Parcel Number (APN): 090-171-036
- Service Address: 671 S. OAKGLEN NIPOMO, CA
- Service(s) currently provided by NCSD:  Water  Sewer  None
- Will the San Luis Obispo County Fire Department require a fire sprinkler system?  Yes  No
- How many dwelling units are located on your Assessor Parcel Number? \_\_\_\_\_
- Owner Name: DANA ADOBE NIPOMO AMIGOS
- Mailing Address: 671 S. OAKGLEN NIPOMO, CA 93444
- Email: MARINA @danaadobe.org
- Phone: 805-929-5679 FAX: \_\_\_\_\_
- Check all applicable boxes below and provide a site plan.

		Verification of Service Requested	Verification of Service Requested	
<input type="checkbox"/>	New Single Family Residence	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available
<input type="checkbox"/>	New Secondary Unit (a.k.a. Granny Unit)	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available
<input type="checkbox"/>	Connecting existing Single Family Residence	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available
<input type="checkbox"/>	Remodel of/addition to existing Single Family Residence	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available
<input type="checkbox"/>	Mobile Home Replacement	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available
<input type="checkbox"/>	Galaxy Park (Per County Agreement)		<input type="checkbox"/> Sewer	
<input type="checkbox"/>	Commercial Service – Specify Type of Business _____	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available
<input checked="" type="checkbox"/>	Other-Specify <u>INSTALL 8" WATERLINE FROM</u> <u>AMADO TO PROPERTY LINE -</u>	<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Sewer not available

RELOCATE EXISTING METER TO PROPERTY LINE  
C:\USERS\JMATSON\APPDATA\LOCAL\MICROSOFT\WINDOWS\TEMPORARY INTERNET FILES\CONTENT.OUTLOOK\IPTSY8\TVERIFICATION OF SERVICE 6.0.DOC

REV DATE 5/29/15

ADD 6" FIRE SERVICE

**NIPOMO COMMUNITY SERVICES DISTRICT  
VERIFICATION OF WATER AND/OR SEWER SERVICE  
FOR A SINGLE ASSESSOR PARCEL NUMBER**

**Agreement:**

The Applicant agrees that in accordance with generally accepted construction practices, Applicant shall assume sole and complete responsibility for the condition of the job site during the course of the project, including the safety of persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and the Applicant shall defend, indemnify, and hold the District and District's agents, employees and consultants harmless from any and all claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities arising out of the performance or attempted performance of the work on this project; except those claims, demands, damages, costs, expenses (including attorney's fees) judgments or liabilities resulting from the negligence or willful misconduct of the District.

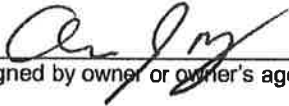
Nothing in the foregoing indemnity provision shall be construed to require Applicant to indemnify District against any responsibility or liability or contravention of Civil Code §2782.

**Application Processing Fee..... \$50.00**  
*(Non-refundable payment attached to this application)*

The District will only accept cashier's check or bank wire for the payment of Water Capacity, Sewer Capacity and other related development fees.

Date MAY 5, 2016

Signed \_\_\_\_\_

  
(Must be signed by owner or owner's agent)

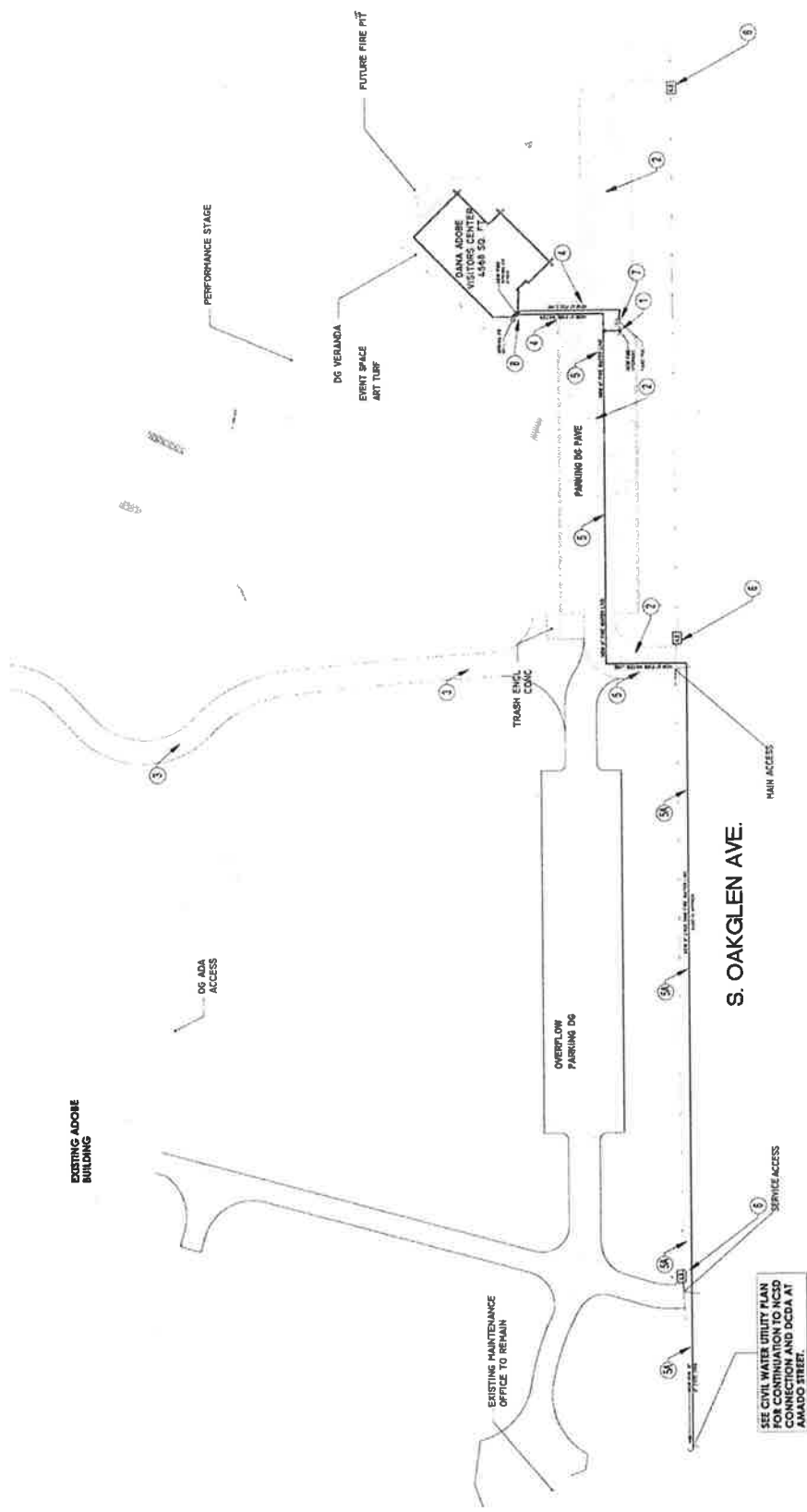
Print Name \_\_\_\_\_

AARON REGEZ

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ATTACHMENT B




**SITE PLAN**  
 SCALE: 1" = 50'-0"  
 FOR REFERENCE ONLY



May 25, 2016

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ATTACHMENT C

**MEMORANDUM OF ASSIGNMENT OF WATER SERVICE AGREEMENT  
DANA ADOBE**

San Luis Obispo County Historical Society ("Assignor" or "SLOCHS") and the Nipomo Community Services District ("NCSD") enter into this Memorandum of Assignment ("Memorandum of Assignment") of a Water Service Agreement for the benefit of the Dana Adobe located at 671 S. Oakglen Avenue, Nipomo, California, with reference to the following Recitals:

**RECITALS**

- A. On or about June 5, 1972, NCSD and SLOCHS entered into an agreement ("Agreement") whereby the NCSD agreed to provide the Dana Adobe water from the NCSD water system for the use of the Dana Adobe. Said Agreement is attached hereto as Exhibit "A" and incorporated herein by reference as though set forth at length (herein "Agreement").
- B. SLOCHS desires to transfer, or has transferred, the Dana Adobe to Dana Adobe Nipomo Amigos, a non-profit corporation, ("DANA" or "Assignees").
- C. Section 7 of the Agreement provides as follows:  
  
"Neither party shall assign this Agreement or any rights thereunder without the prior written consent of the other party".
- D. The parties enter into this Memorandum of Assignment for the purposes of acknowledging the NCSD's consent to the assignment of the Agreement from SLOCHS to DANA.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. Incorporation of Recitals

Recitals A through D are incorporated herein by reference as though set forth at length.

MEMORANDUM OF ASSIGNMENT OF WATER SERVICE AGREEMENT  
DANA ADOBE

2. Assignment to DANA

Pursuant to Paragraph 7 of the Agreement, SLOCHS requests the NCSD's consent to the assignment of the Agreement to DANA.

3. NCSD's consent

On January 14, 2004, the NCSD, at its regularly scheduled meeting, approved the Assignment and instructed District Legal Counsel to prepare an agreement acknowledging NCSD's consent.

4. Incorporation of Agreement

The terms and conditions of the Agreement are incorporated herein by reference.

5. Successors and Assigns

This Memorandum of Assignment shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject, however, to the provisions of the Agreement.

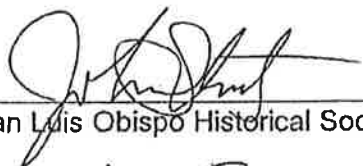
6. Governing Law

This Memorandum and the Agreement are governed by California law .

Executed as of the date referenced below at Nipomo, California, County of San Luis Obispo, State of California.

ASSIGNOR: SLOCHS

ASSIGNEE: DANA

  
San Luis Obispo Historical Society

  
Dana Adobe Nipomo Amigos

By: JOHN SCHURZ  
(Print Name)

By: KATHY KUBIAK  
(Print Name)

Date: JULY 2, 2004

Date: JULY 6, 2004

///  
///

MEMORANDUM OF ASSIGNMENT OF WATER SERVICE AGREEMENT  
DANA ADOBE

CONSENT OF NCSD

Effective the date the real property known as the Dana Adobe is transferred to DANA and subject to the terms and conditions of this Memorandum of Assignment, NCSD consents to the Assignment of the Agreement to Assignee.

Executed the 6<sup>th</sup> day of July, 2004 in Nipomo, California, on behalf of the Nipomo Community Services District.

By: Michael Winn  
Michael Winn, President  
Nipomo Community Services District  
Board of Directors

ATTEST:

Donna K. Johnson  
Donna K. Johnson, Secretary  
to the Nipomo Community Services District  
Board of Directors

## AGREEMENT

THIS AGREEMENT entered into this 5th day of June 1972, by and between the NIPOMO COMMUNITY SERVICES DISTRICT, a public corporation located in the County of San Luis Obispo, State of California, and hereinafter termed "District", and the SAN LUIS OBISPO COUNTY HISTORICAL SOCIETY, a non-profit corporation located in the County of San Luis Obispo, State of California, and hereinafter termed "Society":

### WITNESSETH:

WHEREAS, Society operates the Dana Adobe located outside of the Nipomo Community Services District boundaries, and

WHEREAS, the Dana Adobe is a structure of outstanding historical significance in the County of San Luis Obispo and is open to the public for viewing, and

WHEREAS, the Dana Adobe has no water presently available to it, but has urgent need of water for sanitary purposes, and

WHEREAS, Nipomo Community Services District has water which it can make available to the Dana Adobe for said purposes, it is in the public interest that such be done, District has the legal power so to do, and there is no other source of water for the Dana Adobe than District.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, District

District and Society, the parties hereto, hereby mutually covenant and agree as follows:

1. That the above recitals are true and correct.

2. That District shall provide to Society water from the District water system for the use of the Dana Adobe, and Society shall pay District for said water pursuant to the duly established District water rates.

3. That Society shall pay for all costs of connecting the Dana Adobe to the District water system.

4. That the District shall install a water meter for the Dana Adobe in the County road right of way at the end of Districts ten (10) inch water main on Oak Glenn (a County road); provided, however, that Society shall pay District the cost of said meter, and Society shall pay District the regular District hook-up charge.

5. That Society shall at its own sole cost and expense install waterpipes from said meter to the Dana Adobe approximately 5/8 of a mile in said County road; provided that said waterpipes shall be the property of Society and shall be operated, maintained, repaired, replaced and enlarged by Society at its sole cost and expense.

6. That Society agrees that District has prior water-pipe and appurtenant facility rights in said County road where Society will install said waterpipes as stated hereinabove, and that District is not waiving said prior rights therein by this Agreement; therefore, Society agrees that if at

anytime in the future it is in the judgment of District in its interest to so do, District may install its own waterpipes and appurtenant facilities in said County road in said same area; and Society further agrees that in the above event, if at such time or any other time the relocation of the waterpipes or any portion thereof installed by Society pursuant to this Agreement is required, that Society will pay for the full cost of said relocation.

7. Neither party shall assign this Agreement or any rights thereunder without the prior written consent of the other party.

8. In the event that title to the Dana Adobe is transferred, either voluntarily or involuntarily, at any time, to any person, firm, corporation or entity, public or private, other than Society, then in that event this Agreement shall automatically terminate and be null and void; provided that in that event District may cease furnishing water to said Dana Adobe, and Society agrees that it is not acquiring any water rights by this Agreement.

9. This Agreement shall be binding on the successors and assigns of District and of Society.

IN WITNESS WHEREOF, District and Society have executed this Agreement on the day and year first hereinabove set forth.

NIPOMO COMMUNITY SERVICES DISTRICT

By: *Fernando J. Sweeney*  
President of the Governing Board  
of said District

ATTEST:

*M. L. Oll*  
Secretary of the Governing Board  
of said District

SAN LUIS OBISPO COUNTY HISTORICAL  
SOCIETY

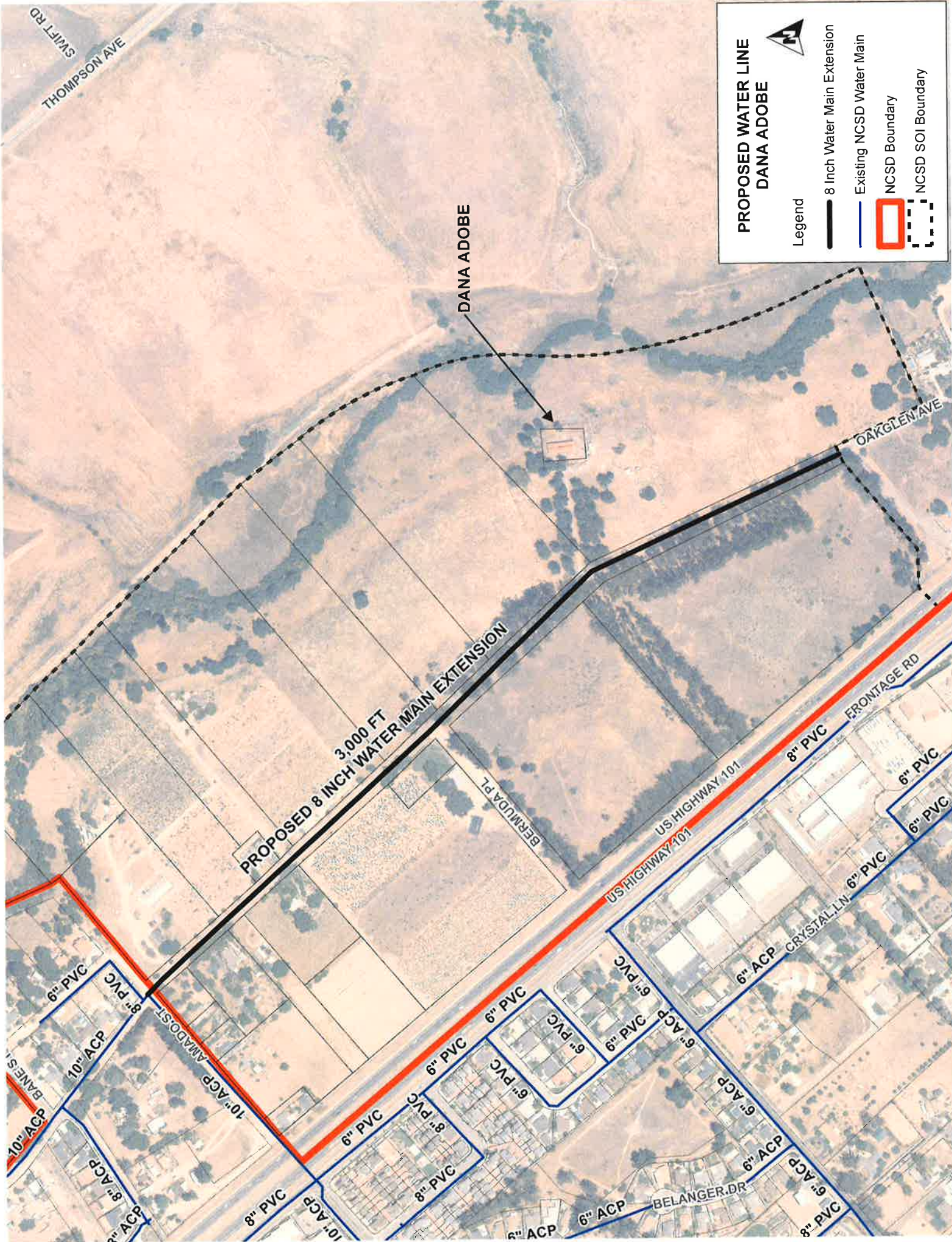
By: *W. Young Davis*  
President of said Society  
*Guido D. Andrews*  
Secretary of said Society



May 25, 2016

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ATTACHMENT D



SWIFT RD  
THOMPSON AVE

DANA ADOBE

3,000 FT  
PROPOSED 8 INCH WATER MAIN EXTENSION

BERMUDA PL

US HIGHWAY 101  
US HIGHWAY 101

FRONTAGE RD

CRYSTAL LN

BELANGER DR

**PROPOSED WATER LINE  
DANA ADOBE**

Legend

- 8 Inch Water Main Extension
- Existing NCSD Water Main
- NCSD Boundary
- NCSD SOI Boundary

6" PVC  
10" ACP  
8" PVC  
10" ACP

10" ACP  
8" PVC

8" PVC  
8" PVC  
6" PVC

6" PVC  
6" PVC  
6" PVC

6" ACP  
6" PVC  
6" PVC

8" PVC  
6" PVC  
6" PVC